($3.00) Dollar per acre per year, and that the respondents collected as rental on turpentine leases of the timber on said lands as follows, viz: September 20, 1927, Seventy-two ($72.00) Dollars; September 25, 1925, Thirty-eight and 50/100 ($38.50) Dollars; February 10, 1928, Sixty-three ($63.00) Dollars, and that the total amount of rental on the cleared lands and turpentine leases on, to-wit, November 28, 1930, was Five Hundred Seventy-eight and 50/100 ($578.50) Dollars; and it further appearing to the Court that the complainant is entitled to have said rental deducted from his indebtedness as aforesaid, and it further appearing to the Court that the deed executed by the complainant to the said Laura A. Powell and Ola Powell upon, to-wit, the 12th day of October, 1917, conveying the lands hereinafter described, was procured through the fraud of the said R. F. Powell and that same should be cancelled; and it further appearing to the Court that the said Howard Bishop should pay to the said Laura A. Powell and Ola Powell said indebtedness of One Thousand Ninety and 33/100 ($1090.33) Dollars, which is the balance due after deducting from the amount of the indebtedness above ascertained to be due the respondents by the complainant, less the credit for rental and turpentine leases, as above provided, with interest thereon at eight (8%) percent per annum from the 28th day of November, 1930; and it further appearing to the Court that the said Laura A. Powell and Ola Powell should hold said land until the said Howard Bishop shall pay to them said indebtedness as hereinabove ascertained;

Now, therefore, be it ordered, adjudged and decreed that said deed executed by the said Howard Bishop in favor of the said Laura A. Powell and Ola Powell upon, to-wit, the 12th day of October, 1917, conveying to them all of the Northwest quarter of the Northwest quarter; and all of the Southeast quarter of the Northwest quarter of Section 30 in Township 6 South, Range 3 East, except 4 acres in the Southwest corner of said Southeast quarter sold to Isaac King, also all of Howard Bishop's interest in the Mary Ann Bishop and William Bishop estate, said land being a one-seventh interest in the East half of the Northeast quarter

of the Northwest quarter, and the South half of the Northwest quarter of Section 19; also the East half of the Northwest quarter, the Southwest quarter of the Northeast quarter of the Southwest quarter, and the West half of the Northwest quarter of the Southeast quarter; and an undivided one-half interest in the Southeast quarter of the Southwest quarter; all in Section 19, Township 6 South, Range 3 East, shall be cancelled and held for naught as soon as and when the said Howard Bishop shall pay to the Register of this Court for the said Laura A. Powell and Ola Powell the sum of One Thousand Ninety and 33/100 ($1090.33) Dollars, with interest thereon at the rate of eight (8%) percent per annum from the 28th day of November, 1930, within sixty days from the date hereof.

It is further ordered, adjudged and decreed that when the said Howard Bishop shall have paid to the said Laura A. Powell and Ola Powell the said sum of One Thousand Ninety and 33/100 ($1090.33) Dollars, with interest thereon as above provided for, the said Laura A. Powell and Ola Powell shall convey the said lands to the said Howard Bishop by statutory warranty deed; and if they should fail to execute said conveyance within thirty days after said money shall have been paid to the Register as aforesaid, then said Register is vested with full authority to execute a deed to the said Howard Bishop, conveying to him all the right, title and interest of the said Laura A. Powell and Ola Powell to said land.

It is further ordered, adjudged and decreed that if the said Howard Bishop shall fail to make said payment within sixty days as provided herein, all of his right, title and interest in and to said land shall be terminated and he shall have no further interest in the same deed from Howard Bishop to Laura A. Powell and Ola Powell, dated August 30, 1917, and conveying the above described lands, shall be valid and binding upon the parties hereto, and in the event of such failure, the costs of this proceeding shall be taxed against the complainant and for which execution may issue.

It is further ordered, adjudged and decreed that if the said respondents or any of them shall have received any rents or profits out of said lands subsequent to the said 28th day of November, 1930, that said Howard Bishop shall be entitled to a credit equal in amount to the said rents and profits, less any taxes which shall thereafter have been paid by the respondents on said land, upon the amount required hereinabove to be paid by him to the said Laura A. Powell and Ola Powell; and the Register is directed to hold a reference to ascertain the amount of rents and profits received by the respondents out of said land subsequent to the said 28th day of November, 1930, and to deduct therefrom the amount of any taxes which may have been paid by the respondents since said time.

It is further ordered, adjudged and decreed that if the complainant, Howard Bishop, shall make payment of the above said amount, to-wit, One Thousand Ninety and 33/100 ($1090.33) Dollars, with interest thereon from November 28, 1930, to the date of such payment, the rent and interest to be calculated at the rate of eight (8%) percent per annum, then the costs of this proceeding shall be taxed against the respondents and for which let execution issue.

And the Court retains jurisdiction of this cause for such future orders and decrees as shall be deemed meet and proper herein.

Ordered, adjudged and decreed on this the day of , 1932.

JUDGE OF THE CIRCUIT COURT, BALDWIN COUNTY, ALABAMA.

HOWARD BISHOP,

Complainant,

-vs-

LAURA A. POWELL, OLA POWELL AND R. F. POWELL,

Respondents.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

This cause coming on to be heard on the _____ day of _____ 1931, on the Bill of Complaint as last amended in this cause, and the answer of the Respondents to the Bill of Complaint as last amended, and upon the decree heretofore rendered in this cause upon to-wit, the _____ day of _____ 19_____ and the Register's report made herein and confirmed upon to-wit, the _____ day of _____ 19_____, and all of said parties being present in Court in person or represented by counsel, and the Court having heard the arguments of counsel upon the orders issued, and it appearing to the court that the complainant was indebted on the — to —, 1931 to the Respondents, Laura A. Powell and Ola Powell in the sum of $1175.00 which includes interest at the rate of 8% from August 30th, 1917, amounting to $610.20, the principal being $565.00 on August 30th, 1917; and it appearing to the Court that the Respondents took possession of the real estate hereinafter described on to-wit, August 30th, 1917, and that the rental value of said cleared land which ~~contained~~ of ten acres was $3.00 per acre per year, and that the Respondents collected as rental on turpentine leases of the timber on said lands as follows, viz: September 20th, 1927, $72.00, September 25th, 1925, $38.50, February 10th, 1928, $63.00, and that the total amount of rental on the cleared land and on the turpentine leases upon to-wit, the _____ day of _____ 19_____ was $578.50; and that the Respondents have paid on account of taxes on said lands the sum of $166.52, ~~and~~ interest ~~in~~ Reason amounting to the sum of $173.45; and it further appearing to the Court that the Complainant is entitled to have said rental deducted from his indebtedness, as aforesaid; and it further appearing to the Court that the deed executed by the complainant to the Laura A. Powell and Ola Powell upon to-wit, the 12th day of October, 1917, conveying the lands hereinafter described, was procured through the

fraud of the said R. F. Powell and that the same should be cancelled; ~~and the complainant shall pay to the said Laura A. Powell and Ola Powell the indebtedness due to them from the said Howard Bishop as hereinafter set out;~~ and it further appearing to the court that the said Howard Bishop should pay to the said Laura A. Powell and Ola Powell said indebtedness with ~~interest~~ from, and the taxes paid by the said Respondents, as hereinabove set out, with interest, less the rental value of the cleared lands and the rental paid to the said Respondents on account of turpentine leases of said lands, all as hereinabove set out; and that the balance due from the said Howard Bishop to the said Laura A. Powell and Ola Powell on account of said items is $836.47 with interest at 8 per cent per annum from —— —, 1931, and it further appearing to the Court that the said Paura A. Powell and Ola Powell should hold said lands until the said Howard Bishop shall pay to them said indebtedness, as hereinabove ascertained;

Now, therefore, it is ordered, adjudged and decreed that said certain deed executed by the said Howard Bishop in favor of the said Laura A. Powell and Ola Powell upon towit, the 12th day of October, 1917 conveying to them all of the Northwest quarter of the Northwest quarter; and all of the Southeast quarter of the Northwest quarter of Section 30 in Township 6 South, Range 3 East, except 4 acres in the Southwest corner of said Southeast quarter sold to Isaac King, also all of Howard Bishop's interest in the Mary Ann Bishop and William Bishop estate, said land being a one seventh interest in the East half of the Northeast quarter of the Northwest quarter, and the South half of the Northwest quarter of section 19; also the East half of the Northwest quarter, the Southwest quarter of the Northeast quarter of the Southwest quarter, and the West half of the Northwest quarter of the Southeast quarter; and an undivided one-half interest in the Southeast quarter of the Southwest quarter; all in section 19, Township 6 South, Range 3 East, shall be cancelled and held for naught as soon as and when the said Howard Bishop shall pay to the Register of this Court for the said Laura A. Powell and Ola Powell the sum of $836.47, with interest at the rate of 8% per annum from the _____ day of _____ 1931, within six months from the date hereof.

It is further ordered, adjudged and decreed that when said Howard Bishop shall have paid to the said Laura A. Powell and Ola Powell the sum of $836.47 as hereinabove provided for, that the said Laura A. Powell and Ola Powell shall convey said lands to said Howard Bishop by statutory warranty deed. Or if they should fail to execute said conveyance within thirty days after said money shall have been paid to the Register, as aforesaid, then said Register is vested with full authority to

It is further ordered, adjudged and decreed that if said Howard Bishop shall fail to make said payment within six months, as hereinabove provided, that all of his right, title and interest in said lands shall be terminated and he shall have no further interest in the same; and said deed from Howard Bishop to Laura A. Powell and Ola Powell dated August 30th, 1917, shall be valid and binding upon the parties thereto.

It is further ordered, adjudged and decreed that if the said respondents, or any of them, shall have received any rents or profits out of said landssubsequent to said _____day of _____ 19_____ the said Howard Bishop shall be entitled to a credit equal in amount to said rents and profits, upon the amount required hereinabove to be paid by him to the said Laura A. Powell and Ola Powell; and the Register is directed to hold a reference to ascertain the amount of rents and profits received by the Respondents out of said land subsequent to said _____day of _____19_____.

It is further ordered, adjudged and decreed that the costs herein be taxed against the respondents, for which let execution issue.

And the Court retains jurisdiction of this cause for such future orders and decrees as shall be ~~meet~~ deemed and proper herein.

Ordered, adjudged and decreed this _____day of _____ 1932.

_____

Judge of the Circuit Court,
Baldwin County, Alabama.

GORDON, EDINGTON & LEIGH
ATTORNEYS AT LAW
1011-15 MERCHANTS NATIONAL BANK BUILDING
MOBILE, ALABAMA

ROBT. E. GORDON
DAVID H. EDINGTON
NORVELLE R. LEIGH, JR.

April 21, 1932

Judge F. W. Hare,
Monroeville, Alabama.

Dear Judge:

Pursuant to your request, I have drafted a decree in re: Bishop vs. Powell, a copy of which I am herewith handing you that you may compare it with the skeleton form which I found had been drafted by you in the file.

I have followed your form with the exception that I have added to the amount of the indebtedness the sum found to be a reasonable value for the permanent improvements made thereon and as reported by Mr. Richardson in his register's report.

Your original decree asked that this amount be ascertained and Mr. Richardson made his report in the exact figures which I have written into the decree, but I find your skeleton decree did not add this amount. I did not know whether it was intentionally omitted but do feel that it should go in as a part of the expenses incurred by the respondents as it was an improvement to the property and they at all times being taxed with the income from said property. I also changed the time within which Bishop was to make the payment as it seems it has been a long time since you wrote to Judge Hogan advising him of your decision, asking that he write a decree and at which time six months could have been added. Now more than a year has elapsed and we feel that sixty days is ample time in which Mr. Bishop should exercise his option to refund or repay the respondents the amount ascertained to be due.

You will also observe that there is an addition to your decree wherein I wrote that in the event Bishop did not exercise his option within said time, he should be taxed with the costs, because unless he reaps the benefit of the decree, the litigation having been started by him, it leaves the matter as it was ascertained to be by your Honor. Then he has brought on litigation unnecessarily and without benefit to anybody, and therefore, he should be taxed with the cost, because if the deed, by reason of

his failure to act, stands intact, then the respondents are even, having won their case.

With the above changes we have followed your skeleton decree and if same is agreeable to you, we will have everything ready for your signature when you return to Bay Minette next week.

With best wishes, and feeling sure that you will be glad when this ancient case has become a memory,

Very respectfully yours,

Robt E. Gordon

REG/L

enc.

HOWARD BISHOP,	)	
	)	
Complainant	)	IN THE CIRCUIT COURT OF
	)	
vs.	)	BALDWIN COUNTY, ALABAMA.
	)	
OLA POWELL, ET AL,	)	
	)	
Respondents	)	

Now comes the respondents, each separately and severally, and file the following exceptions to the report of the Register in Chancery, which report was filed or submitted on November 28, 1930;

The respondents except to that portion of said report which states that the amount of complainant's indebtedness to Mrs. Laura Powell and Ola Powell on August 30, 1917, was Five Hundred Sixty-five ($565.00) Dollars, for the evidence shows that the Thompson mortgage was One Hundred Fifty-four and 40/100 ($154.40) Dollars, that ~~it~~ was a second mortgage to respondents for the sum of One Hundred Twenty-five ($125.00) Dollars and the advancements as testified to by R. F. Powell, bringing the total indebtedness to Six Hundred ($600.00) Dollars.

Respondents also except to that portion of the Register's report designated as (B) under the first caption and relative to the accrued interest on the total indebtedness, same having been calculated wrong by the Register and instead of being Five Hundred Ninety-eight and 90/100 ($598.90) Dollars it should have been Six Hundred Ten and 20/100 ($610.20) Dollars, even on the amount of Five Hundred Sixty-five ($565.00) Dollars.

The respondents also except to that portion of said Register's report designated (C) under the second caption, wherein it is shown that the statement of Mr. Powell ~~made~~ collected an aggregate of rentals collected on said land of Three Hundred Fourteen and 65/100 , when by the actual adding of of figures testified to by Mr. R. F. Powell at said reference, and which is uncontroverted, he collected Two Hundred Seventy-

eight ($278.00) Dollars thereby making the total aggregate of Four Hundred Eighty-eight and 15/100 ($488.15) Dollars erroneous, same ought to have been Four Hundred Fifty-one and 50/100 ($451.50) Dollars.

The respondents except to that portion of the Register's report designated as Fifth in which it states the total amount of improvements shown was Two Hundred Fifty-three and 65/100, the uncontroverted testimony of R. F. Powell being that the fence alone cost Two Hundred Fifteen and 11/100 ($215.11) Dollars and that cleaning the land cost Twenty ($20.00) Dollars per acre, making a total of Two Hundred ($200.00) Dollars, making an aggregate of Four Hundred Eleven and 15/100 ($411.15) Dollars instead of the said amount of Two Hundred Fifty-three and 65/100 ($253.65) Dollars.

And respondents pray that said Register's report may be corrected in conformity with the above exceptions.

Godwy Edmunson & Fuqua
ATTORNEYS FOR RESPONDENTS

NOTE OF EVIDENCE

No. _____	)	
HOWARD BISHOP,	)	
Complainant	)	IN CIRCUIT COURT OF
vs.	)	BALDWIN COUNTY, ALA.
R. F. POWELL, LAURA A. POWELL and OLA POWELL,	)	IN EQUITY.
Respondents	)	NO.

At the hearing of this cause the following note of evidence was taken to-wit:

FOR RESPONDENTS

1. Answer of Respondents.
2. Deposition of R. F. Powell, together with Exhibits thereto attached. Deposition of Mrs. Laura A. Powell.
3. Agreement of Solicitors for Complainant and Respondents that depositions of R. F. Powell and Laura A. Powell could be taken by Miss Ursula Oscar without commission issuing therefor .
4. Certificate of G. W. Robertson, Tax Assessor of Baldwin County, bearing date of 5th day of August, 1929, as to assessment for taxes of property described in Bill of Complaint.
5. Deposition of V. M. Reynolds.
6. Deposition of William Boyd.
7. Deposition of Mattie Louise Schaaf.
8. Deposition of Albert J. Taylor.
9. Agreement that Marie Layton could take the depositions of Mattie Louise Schaaf and Albert J. Taylor without a commission issuing therefor.

ATTEST:

D. W. Richmond
Register

Gordon, Edwards & Leigh
SOLICITORS FOR RESPONDENTS.

C E R T I F I C A T E .

I, G. W. ROBERTSON, Tax Assessor of Baldwin County, Alabama, hereby certify that I have made a tax search extending back to the year 1912 and covering the years 1913 to 1928 inclusive on the lands assessed by Howard Bishop;

And that according to the tax books on file in the offices of the Judge of Probate, Tax Collector and Tax Assessor find as follows, viz.:

1928. No assessment of record.

1927. No assessment of record.

1926. No assessment of record.

1925. No assessment of record.

1924. No assessment of record.

1923. Tax Book 3, page 26, Assessment No. 429, Beat 11, Summerdale. Assessed to Howard Bishop. NW¼ of NW¼ and SE¼ of NW¼, less 4 acres in SW¼, 210 feet North and South and 840 feet East and West, Sec. 30, T. 6 S., R. 3 E., and marked "Error, see Powell".

1922. No assessment of record.

1921. No assessment of record.

1920. No assessment of record.

1919. Tax Book 2, page 78, Assessment No. 42, Beat 11 Summerdale. Assessed to Howard Bishop. NW¼ of NW¼ and SE¼ of NW¼, less 4 acres off South side and 1 acre to Isaac King, Sec. 30, T. 6 S., R. 3 E., and marked "Error, same as R.F.Powell".

1918. Tax Book 2, page 73, Assessment No. 51, Beat 11 Summerdale. Assessed to Howard Bishop. NW¼ of NW¼ and SE¼ of NW¼, less 4 acres off the South side and 1 acre deep sold Isaac King, Sec.30, T. 6 S., R. 3 E., and marked "Paid".

1917. Tax Book 2, page 71, Assessment No. 48, Beat 11 Summerdale. Assessed to Howard Bishop. NW¼ of NW¼ and SE¼ of NW¼, less 4 acres in Southwest corner sold Isaac King, Sec. 30, T. 6 S., R. 3 E., marked "Paid".

1916. Tax Book 2, page 72, Assessment No. 50, Beat 11 Summerdale. Assessed to Howard Bishop. NW¼ of NW¼ and SE¼ of NW¼, less 4 acres in Southwest corner sold Isaac King, Sec. 30, T. 6 S., R. 3 E., marked "Paid".

1915. Tax Book 2, page 71, Assessment No. 51, Beat 11 Summerdale. Assessed to Howard Bishop. NW¼ of NW¼ and SE¼ of NW¼, less 4 acres in extreme Southwest corner sold Isaac King, Sec. 30, T. 6 S., R. 3 E., marked "Paid".

1914. Tax Book 2, page 67, Assessment No. 46, Beat 11 Summerdale. Assessed to Howard Bishop. NW¼ of NW¼ and SE¼ of NW¼, less 4 acres deeded to Isaac King, Sec. 30, T. 6 S., R. 3 E., marked "Paid".

1913. Tax Book 2, page 61, Assessment No. 25, Beat 11 Summerdale. Assessed to Howard Bishop. NW¼ of NW¼ and SE¼ of NW¼, less 4 acres off South side 1 acre deep sold Isaac King, Sec. 30, T. 6 S., R. 3 E., marked "Paid".

Certified to this the 5th., day of August, 1929.

E. B. Tutson

Tax Assessor, Baldwin County, Alabama.

2/27/30; agreed in open Court that the above & foregoing Certificate shall be received in evidence without objection

F. W. Hare
Judge

8587 SUMMONS—Original. Gill Ptg. Co., Mobile

The State of Alabama
BALDWIN COUNTY.

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

To Any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon R.F. Powell,

of Baldwin County, to be and appear before the Judge of the Circuit Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer, plead or demur, without oath, to ~~a~~ an amended Bill of Complaint lately exhibited by

Howard Bishop,

against said Laura A. Powell, Ola Powell and R.F. Powell,

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, T. W. Richerson, Register of said Circuit Court, this 10th day of Febuary 1925.

T. W. Richerson
Register.

N. B.—Any party defendant is entitled to a copy of the bill upon application to the Register.

HOWARD BISHOP,	)	
Complainant,	)	
-vs-	)	IN THE CIRCUIT COURT OF
LAURA A. POWELL AND OLA POWELL,	)	BALDWIN COUNTY, ALABAMA.
Respondents.	)	IN EQUITY NO._____

NOTICE TO PRODUCE WRITINGS

To Gordon, Edington & Leigh, Esqs.,
Solicitors for Respondents:

You are hereby requested to produce at the reference before the Hon. T. W. Richerson, in the above cause, the records of the number of turpentine boxes cut on the lands described in the deed which Laura A. Powell and Ola Powell received from Howard Bishop, and which R. F. Powell, a witness for the respondents, said he had in his possession when he testified before the Register on to-wit, July 23rd, 1930, as shown by deposition of the said R. F. Powell on page eleven.

Jesse F. Hogan
Solicitor for Complainant

We acknowledge the receipt of the foregoing notice upon this the 8th day of September, 1930.

Gordon Edington & Leigh
Solicitors for Respondents.

HOWARD BISHOP, Complainant, vs. LAURA A. POWELL, et al., Respondents.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY.

Now comes the respondents, each separately and severally, and demurs to the bill of complaint, as amended last in this cause, and as grounds for such demurrer assigns the following:

1. There is no equity in said bill.

2. Because there is no averment in said bill that the relation of creditor and debtor existed between the complainant and parties respondent, Laura A. Powell and Ola Powell, in whose name the conveyance was made.

3. Because it is not averred or shown that it was the concurring intention of the party complainant and Laura A. Powell and Ola Powell, who are the grantees in said instrument at the execution of the said instrument that it should operate as a mortgage.

4. Because there is no averment of fraud alleging with precision.

5. Because there are no facts averred showing that the said Powell fraudulently intended at the time of the execution of the said deed that same should not be a mortgage.

6. Because there are no averments sufficient in law to show that Laura A. Powell and Ola Powell, in whose name the said deed is made, are, or were bound by any alleged fraud on the party of R. F. Powell.

Gordon & Edington
SOLICITORS FOR RESPONDENTS.

After proper notice and service on the parties, said evidence was held on the 17th day of July, 1930, July 23rd, 1930, August 6th, 1930. In pursuance of a decree rendered June 18,1930

The testimony of the witnesses for the complainant and defendant were duly examined and the testimony reduced to writing, it being agreed by the parties that the signatures of the witnesses be waived, which testimony is hereto attached, that said reference was attended by the solicitors for the Complainant and Defendant and by both the Complainant and the defendant in person.

Upon a careful consideration of the testimony before him the Register finds and reports as follows:

First: That the amount of Complainant's indebtedness to Mrs. Laura Powell and her daughter, Ola Powell, on August 30th, 1917, was $565.00 excluding 265.00 R.F.Powell claims he paid to effect title.

(B) That the accrued interest on the total of such indebtedness amounts to 13½ years at 8% on $565.00 $610.20

SECOND: (A) That Respondents took possession of the real estate deeded to them by Howard Bishop, on August 30th, 1917, was Oct 12th,1917.

(B) The fair rental value of said real estate for each year the respondents had possession thereof, was per acre per year $3.00 per acre for cleared land,

(C) The rents that was actually collected on said real estate by the respondents was According to statement renderd by R.F.Powell $314.65. also Turpetine lease Sept 20,1922, $72.00 Sept 25th,1925. 38.50 Febuary 10th,1928 $63.00 Making a total for rent and Turpentine leases $488.15

THIRD: The fair market value of the real estate described in the deed from Bishop to Powell on the date of the conveyance, to-wit, August 30th, 1917, was $ 30 .00 or 35.00 for the 10 acres cleared, land and $12.00 o5 15.00 for the uncleared land,

FOURTH: The amount of taxes including interest paid by respondents, as taxes on said real estate amount to

Amount of taxes $166.52 and Interest on same amounts to $73.45.

FIFTH: Respondents have erected permanent improvements on said real estate and the value of each separately is set forth as follows: About 230 post at 25¢ Post $51.50 /4 rolls wire $8.00 each, $32.00

Putting up wie $15.00 Clearing 10 acres land $150.00

Total amt of improvements $253.65.

T W Richmond
Register

HOWARD BISHOP,	)	
Complainant,	)	
-vs-	)	IN THE CIRCUIT COURT OF
LAURA A. POWELL, et al.,	)	BALDWIN COUNTY, ALABAMA.
Respondents.	)	IN EQUITY. NO._____

Comes now the Complainant, and amends the second and third paragraphs of his bill of complaint to conform to the evidence, so that the same shall read as follows, viz:

SECOND: The Complainant requested said R. F. Powell to take up said Thompson mortgage and the said R. F. Powell agreed to do so. Under this agreement the said R. F. Powell procured a transfer of said Thompson mortgage to Ola Powell, the daughter of the said R. F. Powell. Thereafter, upon towit, the 30th day of August, 1917, the complainant borrowed an additional sum of money from the said Laura Powell, the wife of the said R. F. Powell and executed a mortgage therefor dated the 30th day of August, 1917, and recorded in Mortgage Book 17 page 82, Probate Records of Baldwin County, Alabama; that said mortgage recites that it secures an indebtedness of $125.00, although complainant does not remember the amount of money that he borrowed from the said Laura Powell. Upon towit, the 12th day of October, 1917, the complainant obtained a further sum from the said R. F. Powell, although he does not know whether the said R. F. Powell loaned said money for himself or for the said Laura Powell or Ola Powell, or either of them. Complainant also avers that he further agreed with the said R. F. Powell that he would execute a mortgage to take up the Thompson mortgage and the mortgage held by Laura Powell and an additional sum loaned to the complainant on said date, said mortgage to be upon complainant's real estate in Baldwin County, Alabama, and being more particularly described as the Northwest quarter of the Northwest quarter and all of the Southeast quarter of the Northwest quarter of Section 30 except four acres in the Southwest corner of said Southeast quarter of

the Northwest quarter, all in Township 6 South, Range 3 East, said lands containing seventy-six acres, more or less; and also the one-seventh interest of complainant in and to that certain other property in Baldwin County, Alabama, and known as the Bishop Estate, and described as follows: The E½ of the NE¼ of the N.W.¼ and the S.½ of the N.W.¼ and the E.½ of the N.W.¼ of the S.W.¼ and the N.E.¼ of the S.W.¼ and the W.½ of the N.W.¼ of the S.E.¼ and an undivided one-half interest in the S.E.¼ of the S.W.¼ all in Section 19, Township 6 South, Range 3 East.

THIRD: Complainant further avers that while he does not know the exact amount of the indebtedness to the said R. F. Powell, the said Ola Powell or to the said Laura A. Powell, that the said R. F. Powell who acted as the agent for the said Ola Powell and the said Laura A. Powell, informed the complainant that the total amount due by complainant on account of said transactions was $600.00 on towit, the 12th day of October, 1917, although the said Powell subsequently stated that the amount then due was $615.50. But it was understood and agreed between the complainant and the said R. F. Powell that the mortgage to the said Powell as set out in the second paragraph hereof was to be in the sum of $600.00 on the property above described for the purpose of securing the indebtedness from the complainant to the said R. F. Powell and the said Ola Powell and the said Laura A. Powell, hereinabove set out, and that complainant was to have twelve months from said 12th day of October, 1917, in which to pay said mortgage.

Se gen Bain
Jesse F. Hagan
Solicitor for Complainant

Foote Note: Each of the respondents is required to answer the allegations of the foregoing bill from paragraph one to paragraph six, inclusive, but not under oath, oath to answer being expressly waived.

Se gen Bain
Jesse F. Hagan
Solicitor for Complainant

We accept service of the foregoing amendment and waive further notice thereof.

Dated this 21st day of February, 1930.

Gordon Langton Feign

Solicitors for Respondents

HOWARD BISHOP, Complainant,	)	
-vs-	)	IN THE CIRCUIT COURT OF
LAURA A. POWELL AND OLA POWELL, Respondents.	)	BALDWIN COUNTY, ALABAMA.

NOTE OF EVIDENCE BEFORE THE REGISTER ON A REFERENCE

At the reference Complainant offered the following evidence, viz:

Depositions of Paul A. Frederick, G. W. Gore, Charles C. Bryant, Stark Johnson, Alphonse Lucas, Marshall Lay, George Lay, E. F. Clay, Noah Bishop, E. B. Gaston, Jack Titus, Dr. R. A. Hail, T. J. Lowell, Charles Lowell, Dan Thompson; Notice to Gordon, Edington & Leigh; depositions of George Lay, A. D. Taylor and Howard Bishop, transcribed by C. A. Strain.

T. W. Rilleman

Register Circuit Court, Baldwin County, Alabama.

HOWARD BISHOP,	)	
	)	
Complainant	)	IN THE CIRCUIT COURT OF
	)	
vs.	)	BALDWIN COUNTY, ALABAMA.
	)	
LAURA POWELL, ET AL,	)	EQUITY SIDE.
	)	
Respondents.	)	

RESPONDENTS' NOTE OF EVIDENCE ON HEARDING HAD BEFORE REGISTER ON REFERENCE

The respondents' submit the cause, as heard by the Register upon reference, upon testimony by the following witnesses for said respondents: Frank B. Neihart, Judge W. D. Stapleton, P. E. Parker, G. W. Johnson and R. F. Powell.

Gordon, Douglas & Pierce
ATTORNEYS FOR RESPONDENTS

HOWARD BISHOP, Complainant, vs. LAURA A. POWELL, et als., Respondents.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY

Now comes the Respondent, R. F. Powell, and demurs to the bill of complaint as filed in this cause, and as grounds of such demurrer, assigns the following:

1. There is no equity in the bill of complaint.

2. There is a misjoinder of this party respondent in said cause.

3. Because the bill shows on its face that no decree of relief can be granted against this respondent.

4. Because said bill shows that the respondent is without power or right to give the complainant any relief.

Gordon A. Langston

SOLICITORS FOR RESPONDENTS.

STATE OF ALABAMA,

MOBILE COUNTY.

Now comes R. F. Powell, and in answer to the demand of the complainant in the cause of Bishop vs. Powell, et al, demanding certain records, about which he testified in his oral examination, says as follows:

That the records he had reference to were the leases which have already been introduced in evidence, together with the writings thereon and memorandums made thereon. On returning home and examining my records, I found I had no other records than those shown by the leases themselves.

R F Powell

Howard Bishop	)	
	)	In the Circuit Court of Baldwin County
vs	)	
	)	In equity.
Laura A. Powell	)	
	)	
and Ola Powell	)	

Hon. A. E. Gamble, Judge of the Circuit Court of Baldwin County:-

Your orator, Howard Bishop, humbly complaining against Laura A. Powell, R. F. Powell and Ola Powell, respectfully alleges and shows unto your Honor as follows:

First. The complainant and respondents are each over the age of twenty-one years. The complainant and respondent Laura A. Powell, R. F. Powell are residents of Baldwin County, Alabama, and the said Ola Powell resides in Washington, D. C.

Second. Prior to the 12th day of October 1917, complainant had mortgaged certain property in Baldwin County, Alabama, to Albert Thompson to secure an indebtedness of, to-wit, One Hundred and Fifty Dollars ($150.00), and on said date complainant had borrowed certain sums of money from R. F. Powell, the husband of Laura Powell and the father of Ola Powell.

Third. The said R. F. Powell took up the Thompson mortgage either individually or on behalf of one or both of the defendants, the complainant having no personal knowledge thereof, and it was agreed between complainant and the said R. F. Powell that the amount advanced by the said Powell to take up the Thompson mortgage and the amount which the said Powell had loaned complainant was to be secured by a mortgage from complainant to the said R. F. Powell on complainant's real estate in Baldwin County, Alabama, said real estate being described as the N. W. 1/4 of the N. W. 1/4 and all of the S. E. 1/4 of the N. W. 1/4 of Section 30 except four (4) acres in the southwest corner of the said S. E. 1/4 of the N. W. 1/4, all in Township 6 South, Range 3 East, said lands containing seventy-six (76) acres, more or less; also the one-seventh interest of complainant in that certain other property in Baldwin County, Alabama, known as the Bishop estate, and described as follows:

The E. 1/2 of the N. E. 1/4 of the N. W. 1/4, and the S. 1/2 of the N. W. 1/4, and the E. 1/2 of the N. W. 1/4 of the S. W. 1/4, and the N. E. 1/4 of the S. W. 1/4, and the W. 1/2 of the N. W. 1/4 of the S. E. 1/4, and an undivided one-half interest in the S. E. 1/4 of the S. W. 1/4, all in Section 19, Township 6 South, Range 3 East.

Fourth. Complainant does not know the exact amount of money which the said R. F. Powell loaned complainant, as some of it was advanced for complainant and a part expended on an abstract of title, but the said Powell informed complainant that the total amount due by complainant to the said Powell on the 12th day of October, 1912, was Six Hundred Dollars ($600.00), although said Powell has subsequently stated that the amount then due was Six Hundred and Fifteen Dollars and Sixty Cents ($615.60).

Fifth. It was understood and agreed between complainant and the said R. F. Powell that the mortgage to the said Powell was to be in the said sum of Six Hundred Dollars ($600.00) on the property above described, and that complainant was to have twelve months from that date within which to repay the loan, the mortgage being for the purpose of securing a loan of Six Hundred Dollars ($600.00) for twelve months.

Sixth. On, to-wit, the said 12th day of October, 1917, the said R. F. Powell presented to complainant a certain written instrument, which the said Powell represented to be a mortgage on the above described seventy-six (76) acres of land and the interest of complainant in the other property above described, for Six Hundred Dollars ($600.00) for twelve months, and complainant, relying upon the representations of the said R. F. Powell, signed said paper under the bona fide belief that it was a mortgage.

Seventh. Complainant recently heard that the said R. F. Powell claimed that his wife and daughter held a deed from complainant to the above described property, and upon investigation complainant has ascertained that the instrument which the said Powell represented to complainant to be a mortgage is, in fact, a deed, and complainant further avers that said deed was obtained by the said R. F. Powell by a fraudulent representation as to its contents.

Eighth. Complainant further avers that the said R. F. Powell was acting in and about the matters above complained of as the duly authorized agent of the said Laura A. Powell and Ola Powell.

Ninth. A true and correct copy of the instrument hereinabove referred to is attached to this bill of complaint as Exhibit "A", and complainant prays that same may be duly considered as if fully incorporated herein.

PRAYER FOR PROCESS.

Complainant prays that the State's writ of subpoena may issue to the said Laura A. Powell and R. F. Powell and that process by publication may be had upon the said Ola Powell, citing each of them to appear within the time required by law, and demur, plead to or answer the allegations of this bill of complaint.

PRAYER FOR RELIEF.

Complainant further prays that upon the final hearing of this cause, your Honor will enter a decree declaring said instrument above referred to to be a mortgage, and allow complainant twelve months from the twelvth day of October, 1917, within which to exercise his equity of redemption. Complainant further prays for such other and further relief as he may be entitled to in equity and good conscience.

Jno. E. Mitchell
Solicitor for Complainant.

FOOT NOTE:-

Each of the respondents are required full, true and sufficient answers to make to the paragraphs of the foregoing bill of complaint, but answers under oath are waived.

Jno. E. Mitchell
Solicitor for Complainant.

#

Circuit Court
In Equity

Howard Bishop
vs
Laura A. Powell
and Ola Powell

Bill of complaint

Filed June 28, 1918

Register.

(COPY)

This indenture, made the 12th day of October, 1917, between Howard Bishop not married of Fairhope, Ala., of the first part, and Laura A. Powell and Daughter Ola Powell of the second part:

Witnesseth, That the party of the first part, in consideration of the sum of Six Hundred fifteen and 60/100 Dollars, hereby acknowledged to have been paid the party of the first part by the parties of the second part, do grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns, all that real property in Baldwin County, Alabama, described as follows:

All of the N. W. 1/4 of the N. W. 1/4 and all of the S. E. 1/4 of the N. W. 1/4 of Section 30, in T. 6 S., R. 3 E., except four acres in the SW corner of said S. E. 1/4 sold to Isaac King. Also all of Howard Bishop's interest in the Mary Ann Bishop's and William Bishop Estate, said estate land being a one-seventh interest in the E. 1/2 of the N. E. 1/4 of the N. W. 1/4 and the S. 1/2 of the N. W. 1/4 of Sec. 19, T. 6 S. R. 3 E. Also the E. 1/2 of the N. W. 1/4 of the S. W. 1/4 and the N. E. 1/4 of the S. W. 1/4 and the W. 1/2 of the N. W. 1/4 of the S. E. 1/4 and an undivided half interest in the S. E. 1/4 of the S. W. 1/4. All in Sec. 19, T. 6 S., R. 3 E. Said Mary Ann Bishop and William Bishop estate containing two hundred and ten (210) acres, more or less.

Together with all the rights and appurtenances to said described premises in anywise belonging: To have and to hold the same forever.

And Howard Bishop for himself and his heirs, the said described premises and appurtenances, will forever warrant and defend unto the said parties of the second part, their heirs and assigns, against the lawful claims of all persona whatsoever.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered) Howard Bishop (seal)
in the presence of)

Exhibit "C"

State of Alabama,)
)
Baldwin County.)

I, R. F. Powell, a Notary Public in and for said county and State, do hereby certify that Howard Bishop not married whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day, that being ifnormed of the contents of the said conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 12th day of October, 1917.

(Seal)

R. F. Powell, Notary Public,
Baldwin County, Ala.
My commission expires May 9, 1924.

Filed for record October 15th, 1917,
at 11:15 A. M.

Recorded October 16th, 1917.

Jas. M. Voltz, Judge of Probate.

The State of Alabama,

Baldwin County.

I, James M. Voltz, Judge of Probate in and for said State and County, hereby certify that the above and foregoing is a true, correct and complete copy of an instrument of writing as the same appears of record in Record of Deeds 29 N. S., at page 406, now onfile in the office of the Judge of Probate of Baldwin County, Alabama.

Witness my hand and the seal of the Probate Court of Baldwin County, Alabama, this 21sr day of June A. D. 1918.

(Signed) James M. Voltz,
Judge of Probate Court.

(SEAL)

#

Circuit Court
In Equity

Howard Bishop
vs
Laura A. Powell
and Ola Powell

Bill of Complaint

Filed June 28, 1918
T. R. Lemon
Register

RECORDED

HOWARD BISHOP,	)	
	)	
Complainant	)	IN THE CIRCUIT COURT OF
	)	
vs.	)	BALDWIN COUNTY, ALABAMA.
	)	
LAURA A. POWELL, OLA POWELL and R. F. POWELL,	)	IN EQUITY.
	)	
Respondents	)	

This cause coming on to be heard on the day of January, 1931, on the bill of complaint as last amended in this cause, and the answer of the respondents to the bill of complaint as last amended, and upon the decree heretofore rendered in this cause on June 19, 1930, and the Register's report made herein and confirmed upon, to-wit, the 25th day of May, 1932, and all of said parties being present in Court, in person, or represented by counsel, and the Court having heard the arguments of counsel upon orders issued, and it appearing to the Court that the complainant was indebted on November 28, 1930, to the respondents Laura A. Powell and Ola Powell in the sum of Eleven Hundred Seventy-five and 20/100 ($1175.20) Dollars, which includes interest at the rate of eight (8%) per annum from August 30, 1917, amounting to Six Hundred Ten and 20/100 ($610.20) Dollars, the principal being Five Hundred Sixty-five ($565.00) Dollars on the said August 30, 1917, and further indebted to the respondents in the sum of One Hundred Sixty-six and 53/100 ($166.53), the amount of taxes paid, together with interest on same in the sum of Seventy-three and 45/100 ($73.45) Dollars, making a total of Two Hundred Thirty-nine and 98/100 ($239.98) Dollars, and further indebted to the respondents in the sum of Two Hundred Fifty-three and 65/100 ($253.65) Dollars for permanent improvements, making a total indebtedness by the complainant to said respondents of Sixteen Hundred Sixty-eight and 83/100 ($1668.83) Dollars; and it further appearing to the Court that the respondents took possession of the real estate herein described on, to-wit, August 30, 1917, and that the rental value of said cleared land which consisted of ten acres was Three

($3.00) Dollar per acre per year, and that the respondents collected as rental on turpentine leases of the timber on said lands as follows, viz: September 20, 1927, Seventy-two ($72.00) Dollars; September 25, 1925, Thirty-eight and 50/100 ($38.50) Dollars; February 10, 1928, Sixty-three ($63.00) Dollars, and that the total amount of rental on the cleared lands and turpentine leases on, to-wit, November 28, 1930, was Five Hundred Seventy-eight and 50/100 ($578.50) Dollars; and it further appearing to the Court that the complainant is entitled to have said rental deducted from his indebtedness as aforesaid, and it further appearing to the Court that the deed executed by the complainant to the said Laura A. Powell and Ola Powell upon, to-wit, the 12th day of October, 1917, conveying the lands hereinafter described, was procured through the fraud of the said R. F. Powell and that same should be cancelled; and it further appearing to the Court that the said Howard Bishop should pay to the said Laura A. Powell and Ola Powell said indebtedness of One Thousand Ninety and 33/100 ($1090.33) Dollars, which is the balance due after deducting from the amount of the indebtedness above ascertained to be due the respondents by the complainant, less the credit for rental and turpentine leases, as above provided, with interest thereon at eight (8%) percent per annum from the 28th day of November, 1930; and it further appearing to the Court that the said Laura A. Powell and Ola Powell should hold said land until the said Howard Bishop shall pay to them said indebtedness as hereinabove ascertained;

Now, therefore, be it ordered, adjudged and decreed that said deed executed by the said Howard Bishop in favor of the said Laura A. Powell and Ola Powell upon, to-wit, the 12th day of October, 1917, conveying to them all of the Northwest quarter of the Northwest quarter; and all of the Southeast quarter of the Northwest quarter of Section 30 in Township 6 South, Range 3 East, except 4 acres in the Southwest corner of said Southeast quarter sold to Isaac King, also all of Howard Bishop's interest in the Mary Ann Bishop and William Bishop estate, said land being a one-seventh interest in the East half of the Northeast quarter

of the Northwest quarter, and the South half of the Northwest quarter of Section 19; also the East half of the Northwest quarter, the Southwest quarter of the Northeast quarter of the Southwest quarter, and the West half of the Northwest quarter of the Southeast quarter; and an undivided one-half interest in the Southeast quarter of the Southwest quarter; all in Section 19, Township 6 South, Range 3 East, shall be cancelled and held for naught as soon as and when the said Howard Bishop shall pay to the Register of this Court for the said Laura A. Powell and Ola Powell the sum of One Thousand Ninety and 33/100 ($1090.33) Dollars, with interest thereon at the rate of eight (8%) percent per annum from the 28th day of November, 1930, within sixty days from the date hereof.

It is further ordered, adjudged and decreed that when the said Howard Bishop shall have paid to the said Laura A. Powell and Ola Powell the said sum of One Thousand Ninety and 33/100 ($1090.33) Dollars, with interest thereon as above provided for, the said Laura A. Powell and Ola Powell shall convey the said lands to the said Howard Bishop by statutory warranty deed; and if they should fail to execute said conveyance within thirty days after said money shall have been paid to the Register as aforesaid, then said Register is vested with full authority to execute a deed to the said Howard Bishop, conveying to him all the right, title and interest of the said Laura A. Powell and Ola Powell to said land.

It is further ordered, adjudged and decreed that if the said Howard Bishop shall fail to make said payment within ~~sixty~~ ninety days as provided herein, all of his right, title and interest in and to said land shall be terminated and he shall have no further interest in the same deed from Howard Bishop to Laura A. Powell and Ola Powell, dated August 30, 1917, and conveying the above described lands, shall be valid and binding upon the parties hereto, and in the event of such failure, the costs of this proceeding shall be taxed against the complainant and for which execution may issue.

It is further ordered, adjudged and decreed that if the complainant, Howard Bishop, shall make payment of the above said amount, to-wit, One Thousand Ninety and 33/100 ($1,090.33) Dollars, with interest thereon from November 28, 1930, to the date of such payment, the rent and interest to be calculated at the rate of eight (8%) percent per annum, then the costs of this proceeding shall be taxed against the respondents and for which let execution issue.

And the Court retains jurisdiction of this cause for such future orders and decrees as shall be deemed meet and proper herein.

Ordered, adjudged and decreed on this the 25th day of May, 1932.

D. W. Stare

JUDGE OF THE CIRCUIT COURT, BALDWIN COUNTY, ALABAMA.

HOWARD BISHOP, Complainant, vs. LAURA A. POWELL, et al., Respondents.	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA IN EQUITY

This cause coming on to be heard on the 15 day of ~~February~~ March, 1926, on demurrers to the bill of complaint, as last amended, in this cause filed and the Court having heard arguments of counsel upon the matters at issue; and in appearing to the Court that the demurrers to said bill of complaint, as last amended, as filed by the respondents, Laura A. Powell and Ola Powell, and also those filed by the respondent, R. F. Powell, are well taken and should be sustained, wherefore, it is decreed and adjudged that such demurrers are sustained to the said bill of complaint, as last amended. It is further ordered and decreed that the complainant should have thirty days within which to amend his said bill of complaint.

John D. Leigh
JUDGE.

Bulson
vs
Powell

Decree on Demurrer

Filed Apr 9/1926
T D Richmon
Register

RECORDED

RECORDED

Decree on Demurrer

Howard Bishop,	:	
vs.	:	In Circuit Court of Baldwin County, Alabama.
Laura A. Powell and Ola Powell.	:	In Equity. No. 104

This cause is submitted for decree on the demurrer to the original bill of complaint and on consideration.

It is ordered, adjudged and decreed that said demurrer be and it is hereby sustained. Respondents have thirty days in which to amend the ~~complain~~ Bill -

This May 21, 1919.

A E Sawley Judge.

Howard Bishop
vs.
Laura L Powell
Ola Powell

Decree and Dismissal

May 21-1919

RECORDED

Howard Bishop,	)	
Complainant,	)	In the Circuit Court,
Vs.	)	Baldwin County, Alabama.
Laura A. Powell, et als.	)	In Equity.
Respondents.	)	

DECREE ON DEMURRERS.

This cause coming on to be heard is submitted for decree on demurrer of Respondents to the Bill of Complaint as last amended, said amended bill being filed herein on the 15th. day of April, 1926, and upon consideration the Court is of the opinion that said demurrers should be overrulled.

It is therefore ordered, adjudged and decreed by the Court that said demurrers, and each of them, be, and they hereby are, overrulled.

Respondents are allowed thirty days from the filing of this decree within which to make full answer to the Bill.

Done at Chambers at Monroeville, Alabama, this the 9th. day of February, 1929.

D. M. Hare
Judge.

RECORDED

Decree overruling
Demurrers to Bill
as amended on
Apr. 15, 1926

Filed Feb. 13th 1929

D. W. Rieman
Register

HOWARD BISHOP, Complainant, VS. LAURA POWELL, ET AL., Respondents.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY.

This is a bill by a mortgagor against two grantees in a deed by the mortgagor whereby the grantor conveyed his equity of redemption in the mortgaged lands, each joint grantee in the deed holding separate prior mortgages to a part or all of the property described in the deed.

Notwithstanding the fact that the cause has been pending in Court for some twelve years, the parties have not furnished the Court with satisfying testimony on many important questions involved in the case, which fact renders a proper determination of the case most difficult. For instance, it does seem that both parties, and more especially the respondents, could have produced disinterested witnesses as to the true value of the property conveyed at the date of the conveyance. Also, why are none of the candelled checks testified about produced in evidence, or their absence explained ? Why did the respondent, R. F. Powell, himself, act as the officer to take Bishop's acknowledgment to the deed to his wife and daughter, and why did he not obtain the attestation of the other two disinterested parties present at the execution of the deed ?

The Complainant's testimony is uncertain, involved, and leaves much to conjecture. However, the burden is on the respondents to satisfy the Court that the transaction was free from tricke fraud or oppression, and all doubts will be resolved against them.

Under the present state of the testimony the Court cannot ascertain with any reasonable degree of certainty either the amount advanced to Bishop by the Powells, or the value at that time of the property conveyed. It was the duty of the respondents to show by

the clearest and most convincing proof that they took no undue advantage, nor drove a hard or unconscionable bargain, but, on the contrary, paid full value for the property deeded them by the mortgagor. This they have not done.

The Register will enroll the following decree:

DECREE:

This cause coming on to be heard is submitted for decree on pleading and proof as noted by the Register, and from a consideration thereof I am of the opinion that Complainant is entitled to relief. The nature, character and extent of relief to which Complainant is entitled being dependent upon a true statement of an account between Complainant and Respondents, and a reference being necessary to ascertain such true statement of account.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Register of this Court proceed to hold a reference, of the time and place of which he will give all interested parties due and legal notice, and ascertain and report to the Court the following facts:

FIRST. (A). What was the amount of Complainant's indebtedness to Mrs. Laura Powell and her daughter, Ola Powell, on August 30th., 1917 ?

(B). What is the accrued interest on the total of such indebtadness ?

SECOND. (A). On what date did Respondents take possession of the real estate deeded to them by Howard Bishop on August 30th., 1917?

(B) What was the fair rental value of said real estate for each year the respondents have had possession thereof ?

(C) What rents, if any, have the respondents actually collected on said real estate ?

THIRD. What was the fair market value of the real estate described in the deed from Bishop to the Powells on the date of

the conveyance, towit: August 30th., 1917 ?

FOURTH: What amounts, including interest, have respondents paid as taxes on said real estate ?

FIFTH: Have Respondents erected any permanent improvements on said real estate ? If so, report in detail their nature and the reasonable value of each separately.

All further orders and decrees are withheld pending the coming in of the Register's Report.

Done at Chambers at Monroeville, Alabama, this the 18th., day of June, 1930.

F. W. Hare
Judge.

RECORDED m

Equity

Bishop
vs
Powell

2 copies

Decree

Filed June 19/930
T W Richmond
Register

15-4 40
6 5-00
7 5-00 Bone
1 95-00
4 69 40

Mtg 1 5440
Bone 7500
Judge 1500
Court 17500
4 1500
Aug 30 Jane Bishop 125-00
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Lawrence 25-00
5 65-00

HOWARD BISHOP, Complainant, -vs- LAURA A. POWELL, ET AL., Respondents.	:	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY.

Now come the Respondents in the above entitled cause, each separately and severally, and for answer to the bill of complaint as amended, say:

(1) That the averments as to the ages and residences of the parties respondent and the party complainant are all true.

(2) That the allegations in the first paragraph are untrue so far as said Respondents are informed and believe, and especially that portion which alleges that Complainant borrowed any money from R. F. Powell.

(3) To the second paragraph the Respondents say that the allegations thereof are untrue, and that the facts of the case are that the Complainant agreed to, and did execute, a deed to the property described in the complaint, and at no time was there any agreement that the Complainant was to execute a mortgage.

(4) To the third paragraph the Respondents deny each and every allegation thereof and especially that part which avers that a mortgage was to be executed and that Complainant was to have twelve months with which to pay same. There was no such agreement, but to the contrary the Complainant was to execute a straight deed for the property.

(5) To the fourth paragraph the Respondents say that the allegations thereof are untrue, unless it be the one which alleges that the Complainant could neither read nor right. However, they do deny that they represented that the instrument to be executed was

a mortgage, or that R. F. Powell so represented the instrument to be a mortgage, or that the Complainant signed same under that belief. That it was thoroughly understood that it was to be a deed at the time of the execution, and no mortgage at all.

(6) To the fifth paragraph Respondents say that it is true that Laura A. Powell was the wife of R. F. Powell, and that Ola Powell was his daughter, but that the averment that the said Complainant signed the alleged instrument under the belief that it was a mortgage is untrue. They further deny that the said Powell, either for himself or as the agent of his wife and daughter, procured the execution of said instrument for the purpose of defrauding the Complainant and hindering him in the enforcement of his rights in the premises.

(7) To the sixth paragraph the Respondents say that the averments therein are untrue so far as any concealing of the fact that said instrument was a deed was done, but to the contrary they aver that the said Complainant knew that the said instrument was a deed and they admit that same was acknowledged before R. F. Powell.

Wherefore the Respondents, each separately and severally, having answered this bill of complaint in full, pray that the said bill be dismissed and the Complainant taxed with the costs thereof.

Gordon, Edmondson & Seign

SOLICITORS FOR RESPONDENTS.

NO. 109

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY

- - - - - - - - - - - - - - - - -

HOWARD BISHOP,
Complainant,

vs.

LAURA A. POWELL, ET AL,
Respondents.

- - - - - - - - - - - - - - - - -

ANSWER OF RESPONDENTS

Filed Feb 28/1949
D W Reidelsen
Register

- - - - - - - - - - - - - - - - -

GORDON, EDINGTON & LEIGH,
Attorneys.

HOWARD BISHOP, Complainant, -vs- LAURA A. POWELL, ET AL., Respondents.	:	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY.

Now come the Respondents in the above entitled cause, each separately and severally, and for answer to the bill of complaint as amended, say:

(1) That the averments as to the ages and residences of the parties respondent and the party complainant are all true.

(2) That the allegations in the first paragraph are untrue so far as said Respondents are informed and believe, and especially that portion which alleges that Complainant borrowed any money from R. F. Powell.

(3) To the second paragraph the Respondents say that the allegations thereof are untrue, and that the facts of the case are that the Complainant agreed to, and did execute, a deed to the property described in the complaint, and at no time was there any agreement that the Complainant was to execute a mortgage.

(4) To the third paragraph the Respondents deny each and every allegation thereof and especially that part which avers that a mortgage was to be executed and that Complainant was to have twelve months with which to pay same. There was no such agreement, but to the contrary the Complainant was to execute a straight deed for the property.

(5) To the fourth paragraph the Respondents say that the allegations thereof are untrue, unless it be the one which alleges that the Complainant could neither read nor right. However, they do deny that they represented that the instrument to be executed was

HOWARD BISHOP,	)	
Complainant,	)	
-vs-	)	IN THE CIRCUIT COURT OF
LAURA A. POWELL, et al.,	)	BALDWIN COUNTY, ALABAMA.
Respondents.	)	IN EQUITY.
		NO._____

Comes now the complainant, and amends his bill of complaint so that the same shall read as follows, viz:

Your complainant, Howard Bishop, who is a resident of Baldwin County, Alabama, and who is over the age of twenty-one years, exhibits this his bill of complaint against R. F. Powell, who is a resident of Baldwin County, Alabama, Laura A. Powell, who is a resident of Baldwin County, Alabama, and against Ola Powell, who resides at Washington, D.C., all of whom are over the age of twenty-one years, respectfully showing as follows, viz:

FIRST. Prior to the 12th day of October, 1917, complainant had mortgaged certain property in Baldwin County, Alabama, to Albert Thompson to secure and indebtedness of, towit, $150.00, and on said date complainant had borrowed certain sums of money from R. F. Powell, the exact amount of which is unknown to complainant, but which was approximately $450.00.

SECOND. The complainant requested R. F. Powell to take up said Thompson mortgage, and the said R. F. Powell agreed to do so; and complainant and said R. F. Powell further agreed that the amount to be advanced by the said Powell to take up the Thompson mortgage and the amount which the said Powell loaned complainant, as aforesaid, were to be secured by a mortgage from the complainant to said R. F. Powell on complainants real estate in Baldwin County, Alabama, said real estate being described as the N.W.¼ of the N.W.¼ and all of the S.E.¼ of the N.W.¼ of Section 30 except four (4) acres in the southwest corner of the said S.E.¼ of the N.W.¼, all in Township 6 South, Range 3 East, said lands containing seventy-six (76) acres, more or less; also the one-seventh interest of complainant