

in that certain other property in Baldwin County, Alabama, known as the Bishop estate, and described as follows: The E. $\frac{1}{2}$  of the N.E. $\frac{1}{4}$  of the N.W. $\frac{1}{4}$  and the S. $\frac{1}{2}$  of the N.W. $\frac{1}{4}$ . and the E. $\frac{1}{2}$  of the N.W. $\frac{1}{4}$  of the S.W. $\frac{1}{4}$ , and the N.E. $\frac{1}{4}$  of the S.W. $\frac{1}{4}$ , and the W. $\frac{1}{2}$  of the N.W. $\frac{1}{4}$  of the S.E. $\frac{1}{4}$ , and an undivided one-half interest in the S.E. $\frac{1}{4}$  of the S.W. $\frac{1}{4}$ , all in Section 19, Township 6 South, Range 3 East.

THIRD. Complainant further avers that while he did not know the exact amount of his indebtedness to the said R. F. Powell, that the said R. F. Powell informed the complainant that the total amount due by complainant to the said R. F. Powell on to wit, the 12th day of October, 1917, was \$600.00, although 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 payment of the indebtedness from the complainant to the said R. F. Powell, hereinabove set out, and that complainant was to have twelve months from said 12th day of October, 1917, in which to re-pay said amount.

FOURTH. Complainant further avers that on, to wit, 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 as agreed upon, by the complainant, and the said R. F. Powell on said land in the sum of \$600.00, payable twelve months after date. Complainant further shows that he is unable to read and write and that he relied upon the representation of the said R. F. Powell that said instrument was a mortgage, as hereinabove described, and that plaintiff had no knowledge that said instrument was other than the said R. F. Powell represented it to be, and that complainant signed said paper under the bona fide belief that it was said mortgage.

Powell claimed that the said Ola Powell and Laura A. Powell had bought from complainant the above described property; that said Laura A. Powell was the wife of said R. F. Powell at the time of the execution of said instrument, and Ola Powell was the daughter of said R. F. Powell and Laura A. Powell. Plaintiff further avers that thereupon he ascertained that the instrument which the said R. F. Powell had represented to complainant to be a mortgage to said R. F. Powell for \$600.00, and complainant signed as hereinabove set out, under the belief that it was a mortgage, was in fact a deed to the said Laura A. Powell and Ola Powell. Complainant further avers that the said R. F. Powell was duly authorized to procure the execution of said deed as the agent of the said Laura A. Powell and Ola Powell, or that after procuring the execution thereof, the said Laura A. Powell and Ola Powell accepted the delivery of said deed and ratified the act of the said R. F. Powell in procuring the execution of said deed, or the said R. F. Powell was acting on his own account and procured the execution of said deed to said Laura A. Powell and Ola Powell as grantees for the purpose of defrauding your complainant and hindering him in the enforcement of his rights in the premises.

SIXTH. Complainant further avers that the said R. F. Powell took complainant's acknowledgment to said instrument, but that the said R. F. Powell did not describe to complainant the nature of said writing, but concealed from him the fact that said instrument was a deed. Plaintiff further avers that a true and correct copy of said instrument is attached to the original bill of complaint as "Exhibit A", and prays that the same may be duly considered as fully as if incorporated herein.

Complainant prays that Your Honor at the final hearing of this cause, will decree that said deed be reformed to correspond with the representations of the said R. F. Powell, as hereinabove set out, so that the same shall be a mortgage payable to said R. F. Powell one year after said 12th day of October, 1917; that Your Honor will ascertain the indebtedness secured thereby and to whom payable, whether to the said R. F. Powell, or Laura A. Powell and Ola Powell, and that your Honor will fix a reasonable time in which the complainant may exercise his equity of redemption. And if your complainant has not asked for the proper relief, complainant further prays that he may have such further and other relief in the premises as the nature of his case shall require and as to your Honor may seem meet.

of the court and offers to do whatever the court may consider necessary to be done on his part towards making the decree which he seeks just and equitable in regard to the other parties to the suit; and especially does he offer to pay whatever indebtedness may be ascertained to be due from the complainant to the said R. F. Powell, or to the said Laura A. Powell and Ola Powell.

And may it please Your Honor to grant unto your complainant the writ of summons of the State of Alabama, to be directed to the said R. F. Powell and Laura A. Powell, and to enter order of publication as to the said Ola Powell, citing each of them to appear within the time required by law, and then and there to answer all and singular the premises, and to stand to and abide such order and decree therein as to this Honorable Court may seem meet.

And your complainant shall ever pray, etc.

Hogan Mitchell

Solicitors for Complainant.

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 said answer being expressly waived.

Hogan Mitchell

Solicitors for Complainant.

We accept service of the foregoing amendment, and waive further notice thereof. April 14<sup>th</sup> 1928

Gordon, Edington & Lynch

Solicitors for Respondents.

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... ..

*Amendment to Bill*

*Filed Oct 15/926*  
*T. W. Rice*  
*Regents*

**RECORDED**

...

...

LIS PENDENS NOTICE.

Notice is hereby given that a bill in equity has been filed in the Circuit Court of Baldwin County, Alabama, by the undersigned, Howard Bishop, against Laura A. Powell and Ola Powell, for the purpose of having that certain instrument dated the 12th day of October, 1917, and recorded in Deed Book 26 N. S., page 406, in the office of the Judge of Probate of Baldwin County, Alabama, and purporting on its face to be a deed from the undersigned, Howard Bishop, to the said Laura A. Powell and Ola Powell, construed to be a mortgage. The land described in said instrument is as follows: 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 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, *Baldwin County, Ala.* said lands containing 76 acres, more or less; also 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, 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, Baldwin County, Alabama. All persons are hereby notified that said instrument was intended as a mortgage, and that the signature of the undersigned to said instrument was obtained by the said R. F. Powell through misrepresentation as to its contents.

GIVEN UNDER MY HAND this 27th day of June, 1917.

Howard Bishop

7  
Hawaii, Bishop  
Powers  
His Probate Notice

(Job)

THE STATE OF ALABAMA, Office of the Judge of  
the Probate Court,  
SAY THIS 16th DAY OF JUNE, 1918, before me, the undersigned Judge of said Court in and for  
said County, do hereby certify that the within instru-  
ment was filed in this office for record on the  
day of June 1918, at 10  
o'clock A.M. and I further certify that the  
same is duly recorded in Record Book No. 16  
Page 16 and duly indexed.

Witness my hand this 28th day of  
June 1918  
James M. Wolf Judge of Probate Court  
J. L. ...

RECORDED

John E. Mitchell  
72 St Michael St,  
Mobile, Ala

6/28/18 10am

ALABAMA PROBATE COURT

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 Laura A 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 Bill of Complaint lately exhibited by

Howard Bishop,

against said Laura A 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 28th, day of June,

1918.

*T. W. Richerson*

Register.

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

3 Original

Copy  
Serve on Laura A Powell,

CIRCUIT COURT OF BALDWIN COUNTY,  
IN EQUITY.

No. 104.

SUMMONS.

Howard Bishop,

vs.

Laura A Powell, and Ola Powell,

Jno E Mitchell,

Solicitor for Complainant.

Recorded in Vol. Page.

THE STATE OF ALABAMA,  
BALDWIN COUNTY.

Received in office this 28th

day of June 1918

C. E. Eubank

Sheriff.

Executed this 3rd day of

July 1918

by leaving a copy of the within Summons with

Laura A. Powell

Defendant

C. E. Eubank

Sheriff

By H. T. ...

Deputy Sheriff.

RECORDED

HOWARD BISHOP,  
Complainant,

-VS-

LAURA A. POWELL, AND  
OLA POWELL,  
Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY.  
IN EQUITY.

Now comes the respondent in the above entitled cause and demurs to the bill of complaint as amended upon the following grounds:

1st. There is no equity in said bill.

2nd. That the said bill shows upon its face a non-joinder of proper parties, to-wit: R.F. Powell.

Gordon & Edgington  
Chas. H. Lee  
ATTORNEYS FOR RESPONDENTS.

Howard Bishop  
vs  
Laura A. Powell &  
Ola Powell.

Filed June 28<sup>th</sup> 1919  
T. W. Hinman  
Registrar.

RECORDED

Demurrer to Bill  
as Amended

*Proctor & ...*  
*...*

The State of Alabama, }  
Baldwin County

CIRCUIT COURT

To Hon. F.F. Nelson

KNOW YE: That we, having full faith in your prudence and competency, have appointed you Commissioner, and by these presents do authorize you, at such time and place as you may appoint, to call before you and examine Dr. R.A. Hail,

as witnesses in behalf of Complainant in a cause pending in our Circuit Court of Baldwin County, of said State, wherein

Howard Bishop, Complainant

and

Laura Powell et al, Defendant,

on oath to be by you administered, upon oral examination to take and certify the deposition... of the witness.... and return the same to our Court, with all convenient speed, under your hand.

Witness 22nd day of January 19 30

[Signature]  
REGISTER

COMMISSIONER'S FEE, \$ 500

WITNESS' FEES, \$ \_\_\_\_\_

The State of Alabama  
BALDWIN COUNTY

CIRCUIT COURT

Howard Bishop,

Complainant

vs.

Laura Powell, et al

Defendant

COMMISSION TO TAKE DEPOSITION

COMMISSIONER:

Hon. F. F. Nelson

WITNESSES:

Dr. R. A. Hail,

*[Faint, mostly illegible text from the reverse side of the page, including "Court of Baldwin County of Baldwin County" and "in witness in point of"]*

*[Faint, mostly illegible text from the reverse side of the page, including "Howard Bishop" and "Complainant"]*

*[Faint, mostly illegible text from the reverse side of the page, including "Defendant" and "Commissioner"]*

HOWARD BISHOP,	:	NO. 104. IN EQUITY.
Complainant.	:	
	:	IN THE CIRCUIT COURT OF
VS	:	
	:	BALDWIN COUNTY, ALABAMA.
LAURA A. POWELL and	:	
OLA POWELL,	:	
Respondents.	:	

Comes the Complainant and by leave of court amends certain paragraphs in the bill of complaint to read as follows:

SEVENTH: Complainant has recently learned that the said R.F. Powell claims that his wife and daughter hold 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, by which Complainant, instead of mortgaging his property with the right to redeem same upon the payment of the debt, has according to the terms of said instrument conveyed same in fee, so that he has thereby, unless relief is given by this Honorable Court, surrendered all rights in said property, and is thereby seriously damaged, all due to the misrepresentations of the said Powell. Complainant avers that the deed in question was obtained by the said Powell in behalf of his wife and daughter and by the fraudulent representations as to its contents.

EIGHTH: Complainant further avers that ~~either~~ the said R.F. Powell was acting as the agent of his wife and daughter, the Respondents herein, with full authority to handle this affair, and that if the said Respondents did not know of the fraudulent nature of the transaction just recited at the time it occurred, that they have since learned of same and are now charged with such knowledge and by virtue of such knowledge and their subsequent refusal to do equity, have ratified and are bound by whatever their agent, the said R.F. Powell did in the premises, and should not be permitted to take advantage of the wrong of their agent.

EIGHT-A. Complainant further is informed and believes and on such information so states that no part of the funds of either Respondent was actually used in any part of this transaction but that the said R.F. Powell, being insolvent and unable to hold property in his own name, has to use the names of his wife and daughter to carry on his own transactions, so that they are in fact but mere figure-heads with no beneficial interest in the transaction other than any wife and daughter would have in the property of the husband and father, and that the said R.F. Powell in this transaction was really acting in his own behalf and for his own benefit, and should not be permitted to profit by his own wrong.

~~Solicitors for Complainant.~~

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 order a reference to determine the amount due thereunder, if any, and will allow complainant to redeem the said premises, your complainant being ready and willing, and hereby offering to <sup>pay</sup> what, if anything, shall appear to be due in respect to the principal and interest under said instrument; that upon the payment of such sum as shall be found due, defendants be required to execute and deliver to complainant a warranty deed conveying to him said premises, free from incumbrances by them or any person holding under them. Complainant further prays for such other, further or different relief as he may be entitled to have in the premises.

*Rickard & Frazier & Burke*  
Solicitors for Complainant

Received copy of foregoing amendment and  
waive further notice this June 20,  
1919,  
*Lyndon Edington*  
*Charles A. Lee*  
Solicitor for defendants

Amendment to  
complaint

Filed June 10th  
1914

J. W. Keenan

Registrar

RECORDED

*[Faint, illegible handwritten notes or signatures in the right margin]*



*Handwritten text, possibly a name or address, written vertically.*

At short notice of light to give this complaint and letter.

1. Because the said letter was sent to the wrong person.

2. Because the said letter was sent to the wrong person.

*Revised & Completed as amended.*

**RECORDED**

*Filed Apr 22/26  
D. M. Williams  
Registrar*

*8  
Bishop  
Powell*

Memorandum.

IN THE COURT OF CHANCERY

AS

IN THE COURT OF CHANCERY

IN THE COURT OF CHANCERY

HOWARD BISHOP, Complainant,

Largest Weekly Circulation in South Alabama

*Bay Minette, Ala.,*

July 26th, 1918

*M*

Howard Bishop,  
vs  
Laura A. Powell, et al

NOTICE TO NON-RESIDENT  
Circuit Court, Baldwin Co.,  
Jno. E. Mitchell, Atty for  
Complainant.

**THE BALDWIN TIMES**

ABNER J. SMITH, PROPR.

FINE JOB PRINTING. BEST ADVERTISING MEDIUM

PROMPT SERVICE. LOWEST PRICES.

LOCAL AND LONG DISTANCE TELEPHONE

To publishing above Notice to Non-Resident in The Baldwin  
Times in issues of July 4-11-18-25th, 1918:

174 words @  $4\frac{1}{2}$  cents per word.....

**\$7.83**

# THE BALDWIN TIMES

ABNER J. SMITH, PROPRIETOR

DEVOTED TO THE INTEREST OF BALDWIN COUNTY AND HER PEOPLE

PUBLISHED EVERY THURSDAY

SUBSCRIPTION: \$1.00 PER YEAR IN ADVANCE

ADVERTISING RATES ON APPLICATION

TELEPHONE NO. 7, LOCAL AND LONG DISTANCE

BAY MINETTE, ALA.,

## AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA,  
BALDWIN COUNTY.

ABNER J. SMITH, being duly sworn, deposes and says that he is the PUBLISHER of THE BALDWIN TIMES, a Weekly Newspaper published at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of

**Notice to Non-Resident.**

Howard Bishop vs. Laura A. Powell and Ola Powell, No. 104. The State of Alabama, Baldwin County. Circuit Court, In Equity. This the 28th day of June, 1918.

In this cause it being made to appear to the Clerk of this Court by the affidavit of Howard Bishop, that the Defendant, Ola Powell, is a non-resident of the State of Alabama and resides at No. 409 Wardman's Court South, Washington, D. C., and further, that, in the belief of said Affiant the Defendant is over the age of 21 years; it is, therefore, ordered that publication be made in The Baldwin Times, a newspaper published in the City of Bay Minette, Baldwin County, Alabama, once a week for four consecutive weeks, requiring the said Ola Powell, to answer or demur to the Bill of Complaint in this cause by the 5th day of August, 1918, or after thirty days therefrom a decree Pro Confesso may be taken against said Defendant.

T. W. Richerson, Register.

Ino. E. Mitchell, Atty for Complainant. 20-4t

**Notice to Non-Resident.**

Howard Bishop vs. Laura A. Powell and Ola Powell, No. 104. The State of Alabama, Baldwin County. Circuit Court, In Equity. This the 28th day of June, 1918.

Was published in said Newspaper for 4 consecutive weeks

in the following issues:

Date of first publication	July 4th, 1918	Vol. 29	No. 20
“ “ second “	July 11th, 1918	Vol. 29	No. 21
“ “ third “	July 18th, 1918	Vol. 29	No. 22
“ “ fourth “	July 25th, 1918	Vol. 29	No. 23

Subscribed and sworn to before the undersigned

this 27<sup>th</sup> day of July 1918.

T. W. Richerson  
Clerk Circuit Court.

Abner J. Smith  
Publisher.

Howard Bishop,

-VS-

Laura A. Powell, and  
Ola Powell.

IN CIRCUIT COURT OF BALDWIN COUNTY.

(IN EQUITY)

Now comes the respondents in the above entitled  
cause and demurs to the bill of complaint, upon the following  
grounds:

There is no equity in said bill.

*Gordon & Edinger*  
SOLICITORS FOR RESPONDENTS.

104 2

Spicy - Demurrers to  
the bill sustained

HOWARD BISHOP

VS

LAURA A. POWELL and  
OLA POWELL.

DEMURRERS TO BILL  
OF COMPLAINT.

Filed 8/12-1918  
T. W. Dickerson  
Register

RECORDED

*Howard Bishop & Company*

STATE OF ALABAMA,

MOBILE COUNTY.

Before me, Grace Nielsen, a notary public in and for the county aforesaid, personally appeared Howard Bishop, who being by me first duly sworn, says that Ola Powell, one of the respondents in the cause entitled Howard Bishop vs Laura A. Powell, et al, in the Circuit Court of Baldwin County, Alabama, in equity, is over the age of twenty-one years, and resides at No. 409 Wardman's Court South, Washington, D. C.

Howard Bishop

Subscribed and sworn to before me  
this 25th day of June ~~1918~~, 1918.

Grace Nielsen  
Notary Public, Mobile County, Ala.

*[Faint handwritten notes and signatures, possibly including names like "Ola Powell" and "Laura A. Powell", and dates.]*



HOWARD BISHOP,  
Complainant,

vs.

LAURA A. POWELL,  
et al.,  
Respondents.

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

Now comes the Respondents, Laura A. Powell and Ola Powell, each separately and severally, and demurs to the bill of complaint in this cause, and as grounds of such demurrer, assigns the following:

1. There is no equity in said bill of complaint.
2. Because there is no averment that the complainant was indebted, or is now indebted, to these respondents at the time of the execution of said instrument.
3. Because there is no averment alleging or showing that it was the intention of these respondents at, or before, the time of the execution of said instrument that said instrument was to be a mortgage.
4. Because there is no averment showing any concurrent intention on the part of these respondents and the complainant that said instrument was to be a mortgage.

*Gordon & Singleton*

SOLICITORS FOR RESPONDENTS.

and instrument was to be a mortgage.  
intention on the part of these respondents and the complainant that  
4. Because there is no averment showing any consent  
perhaps.

the execution of said instrument was to be a  
it was the intention of  
Because  
execution of said instrument  
indebted. It is now indebted  
because  
There is  
in this case and as shown  
each respondent and severally  
It comes the respondents, Lewis  
Filed March 14, 1925  
D. W. Kelsey  
Register  
Replied to Complainant  
Powers and Old Powell,  
RECORDED

et al.,  
LAWRENCE A. POWELL,  
vs.  
HOWARD BIRCHOP,  
Complainant,  
Respondents.

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

COLLECTIONS FOR RESPONDENTS.  
Morgan & ...

HOWARD BISHOP,  
Complainant,  
vs  
LAURA A POWELL,  
et al.,  
Respondent.

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.

*Jordan, Emory & Sigler*  
SOLICITORS FOR RESPONDENTS.

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPREME COURT

Book 2 of 2

1. The first of the several provisions of the act is that the same shall apply to all persons who are engaged in the business of selling or offering for sale any real estate, whether such real estate be situated in this State or in any other State, Territory, or Possession of the United States, or in any foreign country.

2. The second of the several provisions of the act is that the same shall apply to all persons who are engaged in the business of selling or offering for sale any real estate, whether such real estate be situated in this State or in any other State, Territory, or Possession of the United States, or in any foreign country.

3. The third of the several provisions of the act is that the same shall apply to all persons who are engaged in the business of selling or offering for sale any real estate, whether such real estate be situated in this State or in any other State, Territory, or Possession of the United States, or in any foreign country.

4. The fourth of the several provisions of the act is that the same shall apply to all persons who are engaged in the business of selling or offering for sale any real estate, whether such real estate be situated in this State or in any other State, Territory, or Possession of the United States, or in any foreign country.

5. The fifth of the several provisions of the act is that the same shall apply to all persons who are engaged in the business of selling or offering for sale any real estate, whether such real estate be situated in this State or in any other State, Territory, or Possession of the United States, or in any foreign country.

6. The sixth of the several provisions of the act is that the same shall apply to all persons who are engaged in the business of selling or offering for sale any real estate, whether such real estate be situated in this State or in any other State, Territory, or Possession of the United States, or in any foreign country.

7. The seventh of the several provisions of the act is that the same shall apply to all persons who are engaged in the business of selling or offering for sale any real estate, whether such real estate be situated in this State or in any other State, Territory, or Possession of the United States, or in any foreign country.

1 Powell

Remuneration of Bill as  
Last Amended

Filed Apr 22/26

R. W. Williams  
Register

RECORDED

APR 22 1926

CLERK OF THE SUPREME COURT

HOWARD BISHOP,

Complainant,

-vs-

LAURA A. POWELL, et als.,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

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 twelfth day of October, 1917, complainant had mortgaged certain property in Baldwin County, Alabama, to Albert Thompson to secure an indebtedness of, towit, One hundred and fifty dollars (\$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, nor is it known to complainant whether or not the said R. F. Powell, in lending said sums of money to complainant, was acting for himself or for the said Laura A. Powell and the said Ola Powell.

Second. 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.  $\frac{1}{4}$  of the N. W.  $\frac{1}{4}$  and all of the S. E.  $\frac{1}{4}$  of the N. W.  $\frac{1}{4}$  of Section 30 except four (4) acres in the southwest corner of the said S. E.  $\frac{1}{4}$  of the

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

Third. Complainant does not know the exact amount of money which the said R. F. Powell loaned to 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 R. F. Powell on the 12th day of October, 1917, was Six Hundred Dollars (\$600.00), although said Powell had subsequently stated that the amount then due was Six Hundred and fifteen Dollars and sixty cents (615.60)

Fourth. 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 sum of Six Hundred (\$600.00) Dollars 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 (\$600.00) Dollars for twelve months.

Fifth. On towit, 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 (\$600.00) Dollars for twelve months, and complainant, relying upon the representation of the said R. F. Powell, signed said paper under the bona fide belief that it was a mortgage,

Sixth. 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 to Laura A. Powell and Ola Powell; and complainant further avers that said deed was obtained by the said R. F. Powell by the aforesaid fraudulent representations as to its contents.

Seventh. 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.

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

Complainant prays that your Honor, at the final hearing of this cause will render a decree cancelling said instrument described in the fifth and sixth paragraphs hereof, viz: A deed dated the 12th day of October, 1917, executed by complainant and purporting to convey to Laura A. Powell and Ola Powell the lands described in the second paragraph hereof; or if this should not be the proper relief, that your Honor will render a decree declaring said instrument to be a mortgage, and ascertain the indebtedness secured thereby, and to whom payable, and fix a reasonable time in which the complainant may exercise his equity of redemption. And if the complainant has not asked for the proper relief, complainant further prays that he may have such further and other relief in the premises as the nature of his case shall require and as to your Honor may seem meet.

And complainant submits himself to the jurisdiction of the court and offers to do whatever the court may consider necessary to be done on his part towards making the decree which he seeks just and equitable with regard to the other parties to the suit; especially does he offer to pay whatever indebtedness may be ascertained to be due from complainant to either the said R. F. Powell or to the said Laura A. Powell and Ola Powell.

And may it please your Honor to grant unto your complainant the writ of summons of the State of Alabama, to be directed to the said R. F. Powell and Laura A. Powell, and to enter order of publication as to the said Ola Powell, citing each of

them to appear within the time required by law, and then and there to answer all and singular the premises and to stand to and abide such order and decree therein as to this Honorable court may seem meet.

And your complainant shall ever pray, etc.

Hoyou Mitchell  
Solicitors for Complainant.

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

Hoyou Mitchell  
Solicitors for Complainant

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

Gordon & Wright  
Solicitors for Respondents.

~~Wanda Hill~~

Beuch  
vs  
Powell

Filed Mar 4<sup>th</sup> 1925 -  
J. W. Williams  
Clerk

CORDED

1925  
Williams

Williams

Contd. du Commission

Princa Gruntale	1000
Marie Kaysm	500
Pr. F. Johnson	500
Exp. Item 900 Britnub <sup>100</sup>	1300

~~Refronab<sup>100</sup>~~ = 3300

Repts:

Ann & David	500
E A Chain	2000
Exp. Item	
Ann - 600 Britnub <sup>100</sup>	1000
<u>Pr. F.</u>	<u>2500</u>
<u>Pr. F.</u>	<u>2000</u>
<u>Pr. F.</u>	<u>2000</u>
<u>Pr. F.</u>	<u>9500</u>

3500  
3300  
46800

After five days return to

T. W. RICHERSON

REGISTER AND CLERK OF THE CIRCUIT COURT, BALDWIN COUNTY

BAY MINETTE, ALA.

HOWARD BISHOP,  
COMPLAINANT. )  
vs )  
R. F. POWELL, LAURA A. )  
POWELL AND OLA POWELL. )  
RESPONDENTS. )

IN THE CIRCUIT COURT OF BALDWIN COUNTY  
ALA.  
IN EQUITY NO

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

FOR COMPLAINANT

1. Answer of the respondents
2. Bill of Complaint.
3. Agreement of counsel as to the depositions of Howard Bishop  
and George Lay.
4. Deposition of Howard Bishop
5. Deposition of George Lay.
6. Agreement of counsel respecting depositions of T. J. Lowell,  
Charles Lowell and Dan Thompson.
7. Deposition of T. J. Lowell
8. Deposition of Charles Lowell.
9. Deposition of Dan Thompson.
10. Deposition of E. B. Gaston.
11. Deposition of Jack Titus.
12. Deposition of Dr. R. A. Hail.
13. Respondents' Exhibit "A".
14. Respondents' Exhibit "B".
15. Respondents' Exhibit "C".
16. Respondents' Exhibit "E".

ATTEST:

T. W. Richardson  
REGISTER

Jesse F. Hogan  
SOLICITOR FOR COMPLAINANT.

*Note Of Evidence*

- 1. Deposition of Charles Lowell.
- 2. Deposition of Mrs. Thompson.
- 3. Deposition of Mrs. E. F. Weston.
- 4. Deposition of Jack Lyons.
- 5. Deposition of E. J. W. Hall.
- 6. Depositions, Exhibits "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", "Z".

*Filed Nov 27<sup>th</sup> 1930*  
*W. R. Richards*  
*Register*

*Charles F. Weston*

*W. R. Richards*  
 REGISTER

RECORDED AND INDEXED  
 R. V. FOSBELL, CLERK

IN THE CIRCUIT COURT OF PALM BEACH COUNTY  
 FLA.