

ROSE SHARRETTS,
Plaintiff,
-vs-
ARCHIE SHARRETTS,
Defendant,

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN CHANCERY

BILL OF COMPLAINT

TO THE HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA. IN CHANCERY SITTING.

FIRST

Comes now Rose Sharretts the plaintiff in the above entitled cause and respectfully shows to the Court that she is over the age of twenty-one years and bona fide resident of Baldwin County, Alabama having resided therein for more than ten years last past, and that the defendant Archie Sharretts is also over the age of twenty-one years and a resident of Baldwin County, Alabama.

SECOND

For complaint against the defendant the plaintiff avers:

1: That the plaintiff and defendant were lawfully married in Bay Minette, Alabama on the 22nd day of February, 1927, and have lived together since as husband and wife and the plaintiff has at all times since said marriage conducted herself toward the defendant as a faithful and obedient wife.

2: That the issue of the marriage between the plaintiff and defendant is two children Roderick Sharretts, aged six years and Archie Sharretts Jr. aged four and one-half years.

3: That every since said marriage the defendant has been guilty of extreme cruelty to the plaintiff; he is a man of ungovernable temper and will fly into rages and spells of temper without reason or excuse, and while in such spells will strike and beat, threaten and abuse the plaintiff. During their married life he has many times committed actual violence on the person of the plaintiff and has struck and beaten the plaintiff and threatened her with further assaults.

Such conduct on the part of the defendant has become worse instead of better and on Sunday the first day of July 1934, without reason or excuse the defendant again slapped plaintiff in the face and struck her with his fist and in order to avoid the defendant, plaintiff was obliged to run away from her home into the public highway. Defendant followed her into the highway and by promising not to assault her further induced plaintiff to return to the house whereupon the defendant again began to abuse plaintiff and threatened to kill her and did strike her over the head with the iron crank of his automobile so that she was made temporarily unconscious and her scalp was injured and cut to such an extent that she was obliged to go to a doctor and have several stiches taken in her scalp and the wound dressed.

4: That such conduct on the part of the defendant has caused plaintiff to suffer in health and she has reason to fear and does fear that if she continues to live with defendant he will carry out his threats and do her even worse bodily injury and by reason of such conduct on the part of the defendant, all of which has been without cause or reason, Plaintiff's married life has been rendered intolerable to her and she desires a divorce from the defendant.

5: That the parties have entered into a written agreement concerning the custody of the minor children and alimony and support for the plaintiff a copy of said agreement being attached hereto, marked "Exhibit A," and by reference made a part hereof. That plaintiff believes that the disposition of said minor children, so agreed upon between the plaintiff and defendant is, for the present at least, for the best interests of said children and she asks the Court to confirm such agreement and incorporate the same in the final decree in this cause.

PRAYER FOR PROCESS.

Wherefore plaintiff prays that Your Honor will take jurisdiction of this cause, and will grant to the plaintiff the writ of summons of the State of Alabama, commanding the defendant Archie Sharretts to appear before this Honorable Court within thirty days from the service thereof, ~~then~~ and there to plead to and answer to this

Bill of Complaint and to stand to and abide such decree in the premises as to your Honor shall seem just, and the plaintiff will ever pray, &c.

PRAYER FOR RELIEF.

Plaintiff further prays that upon the hearing of this cause Your Honor will grant to her a decree of absolute divorce from the defendant and will decree as to the disposition of the minor children of the parties in accordance with the provision of the agreement "Exhit A," and that she may have such other, further and different relief in the premises as may be just and equitiable.

Shepard Tompney
Solicitor for Plaintiff.

FOOT-NOTE.

The defendant Archie Sharretts is hereby required to answer the allegations of part SECOND of the foregoing Bill of Complaint, from paragraph numbered one to paragraph numbered five, both inclusive, but not under oath, oath to answer being hereby expressly waived.

Shepard Tompney
Solicitor for Plaintiff.

STATE OF ALABAMA }
BALDWIN COUNTY }

Rose Sharretts being first duly sworn of her oath deposes and says that she is the above named plaintiff; that she has read and knows the contents of the foregoing Bill of Complaint and that the facts therein set forth are true.

Rose Sharretts

Subscribed in my presence, and sworn to before me this 11th day of July, 1934.

Shepard Tompney
Notary Public.

AGREEMENT

THIS AGREEMENT, made at Foley, Alabama, this 9th, day of July, 1934, by and between Archie Sharretts hereinafter referred to as first party, and Rose Sharretts hereinafter referred to as second party, WITNESSETH;

That the parties hereto are husband and wife but find it impossible to live together in peace and happiness and for that reason have separated and intend in the future to live apart.

That the issue of the marriage between the parties is two children, Roderick, aged six years and Archie Jr. aged four and one-half years. They have and hereby do agree as follows with reference to the custody of said children;

For the reason that second party is not able to properly provide for and support said children while first party is, it is agreed that first party is to have the custody of said children for nine months out of each year and that second party shall have the custody of said children during school vacation and for three months each year during the months of June, July, and August.

For the further reason that first party is heavily indebted and all of his property incumbered for an amount probably in excess of its value, It is agreed that second party will not make any claims upon first party for her own support but will provide for and maintain herself in consideration of the proper support, maintenance and education of the said minor children by first party.

It is mutually agreed and understood that this arrangement as to the custody of said children is not intended to be final and each of the parties hereto reserves the right to apply to the Circuit Court of Baldwin County, Alabama, for such different order as to the custody of said minor children as the circumstances and best interests of said minor children may at any time require.

IN WITNESS WHEREOF, the parties have hereunto set their hands, the day and date first above written.

Archie B. Sharretts
Rose Sharretts

ROSE SHARRETTS,
Plaintiff,
-vs-
ARCHIE SHARRETTS,
Defendant,

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN CHANCERY

VOLUNTARY APPARANCE AND
WAIVER OF SUMMONS

Comes now Archie Sharretts, the above named defendant and hereby enters his voluntary appearance in the above Entitled cause and expressly waives the issuance and service of summons.

Dated this 11th day of July 1934.

In presence of:
W. Magney

Archie B. Sharretts
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN CHANCERY

ROSE SHARRETT,
Plaintiff,

-vs-

ARCHIE SHARRETT,
Defendant,

BILL OF COMPLAINT

Filed July 18, 1934
Lloyd A. Magney

LLOYD A. MAGNEY
ATTORNEY AT LAW
FOLEY, ALABAMA

BALDWIN COUNTY BANK, a Corporation,

Complainant,

VS.

W. D. STAPLETON AND PEARL G. BAKER,

Respondents,

IN THE CIRCUIT COURT OF BALDWIN

COUNTY, ALABAMA.

IN EQUITY.

NO. 69.

From a Consideration of the pleading and Testimony taken ore tenus, I find as follows:

That during the year 1931, W. D. Stapleton after considerable negotiation entered into a contract for the lease of the turpentine rights on a body of land in Baldwin County, Alabama, belonging to P. G. Baker for which lease he was to pay the sum of \$800.00, less the amount necessary to be paid to redeem the land from a tax sale, which amount is not shown by the evidence. It is claimed by Baker that this lease was sent to the Baldwin County Bank, draft attached for \$800.00 on Stapleton, who was the president of the bank, and wrongfully delivered to Stapleton by the bank without payment by Stapleton of the \$800.00. Conceding that the lease was wrongfully delivered by the bank to Stapleton so as to render the bank liable to Baker for any resultant damage, the amount of damage is not shown for the reason that it does not appear how much Stapleton could rightfully deduct from the \$800.00 to effect the redemption from the tax sale.

Baker claims the lease was received by the bank on August 29, 1931 together with a deed for record. This appears to be correct from letters written by Stapleton to Baker. One letter is dated August 29, 1931, in which he states, "I also received your turpentine lease". Again on September 15, 1931, Stapleton wrote Baker as follows; "I will send you a remittance covering the turpentine lease just as soon as I can get a settlement on the Ertzinger claim (tax claim) for I will expect you to take care of this claim out of the amount I am paying you for the turpentine lease".

It thus appears that Baker knew from the beginning that Stapleton had assumed personal possession and control of the lease, and that Baker made no protest to the bank as would have been her duty had she conceived herself to have been wronged by Stapleton. No complaint was made by Baker until the bank went into liquidation several months later. Even then no formal claim against the bank was filed as required by law, and consequently, there was no rejection of the claim by the liquidating agent and no suit against the bank by Baker. It does appear, however, that Baker did make claim by letter to the liquidating agent after the bank had closed that this lease had been wrongfully delivered to Stapleton and that she should be made whole. I find no evidence of complaint to the bank before liquidation except a statement to that effect in the letter of Stapleton hereinafter referred to. Stapleton denied the validity of this claim; denied that the bank had ever had custody or possession of the lease, on that he was due Baker \$800.00. While matters were in this situation, Stapleton either personally or through Attorney Beebe, induced W. R. Stuart to put up in the bank \$800.00 in cash to indemnify the bank against any loss by reason of the Baker claim. This money was not entered on the books of the bank but pigeon-holed in an envelope with a letter signed by Stapleton explaining the nature of the transaction. This letter fully corroborated the testimony of Stuart that the money was his own money deposited solely for the purpose of indemnifying the bank against a judgement by Baker on this particular claim, and was to be returned to him in the event Baker did not reduce her claim against the bank to judgement; that it was in no sense a personal loan to Stapleton. The statement by Stapleton in the letter accompanying the cash that he had "obtained the money as a loan" from a friend should not bind Stuart; and, in truth, the context of the letter shows that what Stapleton intended to say was that he had obtained the money from a friend for the purposes outlined in the letter.

As stated, no suit was filed against the bank by Baker, and no formal claim filed by her. After the reorganization of the bank the \$800.00 was taken from the envelope and placed in a trust fund by the officers of the new bank.

If it is true that Stapleton is indebted to Baker, the amount thereof is so uncertain that it is incapable of ascertainment from the evidence; and if the amount could be ascertained, this is not a suit in assumpsit against Stapleton. No judgement is asked against him, and if one were recovered it could not be satisfied out of money belonging to another.

The money having been placed in escrow by Stuart as his own money, and the purpose of the escrow having been served, he is entitled to a return of the money, less court cost and attorney's fee heretofore ordered paid the attorney for the Baldwin County Bank.

The register will enroll the following

DECREE

This cause coming on to be heard is submitted for final decree on the pleading and proof as noted by the Register and upon consideration thereof I am of the opinion that the Intervener, W. R. Stuart, is the owner of, and entitled to have paid over to him, the money deposited in the Registry of this court by the original complainant, the Baldwin County Bank, less court cost and \$50.00 heretofore ordered paid J. B. Blackburn, Attorney for said complainant and,

It Is Ordered, adjudged and decreed by the court that said W. R. Stuart is the owner of said sum of money, namely \$800.00, and the Register is ordered and directed to pay the same over to him after first deducting the cost of court and FIFTY AND 00/100 (\$50.00) Dollars heretofore ordered paid to said J. B. Blackburn.

This... 26th ...day of June, 1935.

J. W. Hare
Judge.

BALDWIN COUNTY BANK,
a Corporation,
Plaintiff,

VS.

W. D. STAPLETON and
PEARL G. BAKER,
Defendants.

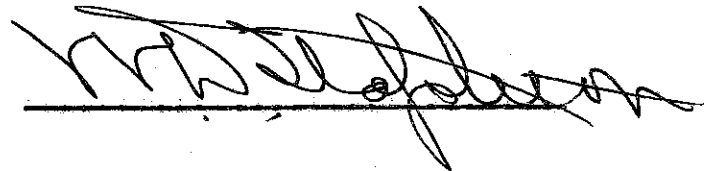
W. R. STUART,
Intervenor.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

IN CHANCERY,

NUMBER 69.

And now comes the Defendant and hereby waives any
and all notices required by law to be given him in this cause,
and consents that the cause be submitted for final decree forth-
with.



NOTICE OF APPEAL

12
BALDWIN COUNTY BANK,
a Corporation

Plaintiff

Vs.

W. D. STAPLETON and
PEARL G. BAKER

Defendants,

And

W. R. STUART,

Intervenor


IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA.

IN EQUITY. No. 69

This cause coming to be heard, and final decree being rendered thereon in behalf of Intervenor W. R. STUART, the Respondent PEARL G. BAKER, hereby files notice of Appeal, this

3 day of July 1935.A.D.

The final decree being rendered on the 26 day of June 1935, in the above entitled cause.


Solicitor for Respondent
Pearl G. Baker.

The State of Alabama }
Baldwin County---Circuit Court }

TO ANY SHERIFF OF THE STATE OF ALABAMA--GREETING:

Whereas, at a Term of the Circuit Court of Baldwin County, held on the _____

26th day of ~~Monday~~ June 1935

in a certain cause in said Court wherein Baldwin County Bank, a Corporation,

Plaintiff, and W.D. Stapleton and Pearl G. Baker,

Respondents, and W.R. Stuart, Intervenor, ~~Defendant~~, a judgment was rendered against said

W.D. Stapleton and Pearl G. Baker,

to reverse which Decree the said Pearl G. Baker

has on this day applied for and obtained from this office an APPEAL, returnable to the

FALL Term of our Supreme Court of the State of Alabama, to

be held at Montgomery, on the 1st day of October, 1935 next,

and the necessary bond having been given by the said Pearl G. Baker

with One Hundred Fifty Dollars

cash deposited with the Register as security for ~~XXXXXX~~

all the costs of this appeal,

Now, You Are Hereby Comanded, without delay, to cite the said

W.R. Stuart, and W.D. Stapleton,

or BEEBE & HALL attorney s, to appear at the

FALL Term of our said Supreme Court, to defend against the said

Appeal, if they think proper.

WITNESS, Robert S. Duck, ~~XXXXX Richardson~~ Clerk of the Circuit Court of said County, this 25th

day of July, A. D., 1935

Attest:
Robert S. Duck Clerk.

TO THE HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA, SITTING IN EQUITY:

Your Orator, the Baldwin County Bank, a Corporation, brings this Bill of Complaint against Pearl G. Baker and W. D. Stapleton, and thereupon your Orator complains and shows unto the Court as follows:

1. Your Orator is a corporation organized and existing under the laws of the State of Alabama, with its principal place of business in Bay Minette, Baldwin County, Alabama. The Respondent, Pearl G. Baker, is over twenty-one years of age and a non-resident of the State of Alabama, whose residence and post office address is 55 East Washington Street, Suite 1028, Chicago, Illinois; the Respondent, W. D. Stapleton is over twenty-one years of age and a resident of Bay Minette, Baldwin County, Alabama.

2. Your Orator has in its possession the sum of Eight Hundred Dollars (\$800.00) in money which was paid to it by the Respondent, W. D. Stapleton, which is claimed by two or more persons, namely, Pearl G. Baker and W. D. Stapleton; that Pearl G. Baker has made a demand on your Orator for the payment of this sum of money and that the Respondent, W. D. Stapleton, who also claims the said money has demanded that your Orator hold it and not pay it to the said Pearl G. Baker, wherefore, your Orator files this Bill of Complaint in the nature of a Bill of Interpleader for the purpose of determining the ownership of the said money and for the purpose of clearing up all doubts and disputes relative to it.

PRAYER FOR PROCESS.

Your Orator prays that the said Pearl G. Baker and the said W. D. Stapleton be made parties respondent to this Bill of Complaint, and that the usual process of this Honorable Court do forthwith issue to them and each of them.

PRAYER FOR RELIEF.

Your Orator further prays that upon the hearing of this cause your Honor will determine to whom the said money or any part thereof belongs and shall be paid, settle all doubts and disputes concerning the same and allow your Orator a reasonable sum for counsel fees incurred in the bringing of this suit to be paid out of the said money. Your Orator prays for such other, further and general relief as in equity and good conscience may be due it in the premises.

J. B. Blackburn
Solicitor for Complainant.

FOOT NOTE: The Respondents and each of them are required to answer each and every paragraph of the foregoing Bill of Complaint numbered "1" to "3" both inclusive, but not under oath, the benefit whereof is hereby expressly waived.

J. B. Blackburn
Solicitor for Complainant.

ANSWER

BALDWIN COUNTY BANK,
a Corporation

Plaintiff

Vs.

W. D. Stapleton and
Pearl G. Baker

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

IN EQUITY # _____.

Comes the defendant in the above entitled cause and now and at all times hereafter saving and reserving to herself all matter of benefit and advantage of exception to the many errors and insufficiencies in the bill of complaint contained, for answer thereto, or to so much or such parts thereof as this defendant Pearl G. Baker, is advised is material for her to answer, answering says:

FIRST:

She has no knowledge, information, or belief as to the truth of the averment of the first paragraph of the said bill and can neither admit nor deny the same, and, if material, holds the plaintiff to strict proof thereof.

SECOND:

That the Defendant Pearl G. Baker, has no knowledge, information or belief as to the truth of the averments of the Second Paragraph of the said Bill of Complaint and can neither admit nor deny the same, and, if material, holds the plaintiff to strict proof thereof.

THIRD:

That the defendant/does not admits to be true the averments of the third paragraphs of the Bill.

FOURTH:

The defendant Pearl G. Baker, denies the truth of each and every averment of the Fourth paragraph of this Bill. Defendant further denies that this Eight Hundred (\$800.00) Dollars is not now, and never has been the property of your intervenor W. D. Stapleton, that he is not entitled to the immediate possession thereof; and that the said money is now and

- forever hasbeen the sole property of said Pearl G. Baker and neither the said W. D. Stapleton, or W. R. Stuart, nor have they or either of them any right, title or interest in, or claim to or against the same.

FIFTH:

The Defendat Pearl G. Baker, shows unto Your Honor , that the said W. R. Stuart, intervenor, and the said W. D. Stapleton, has not a claim now, and never had had, and has no, right, title, or interest in the said monies. Further that the said Eight Hundred (\$800.00) Dollars, was deposited in the Baldwin County Bank, a corporation, at Bay Minette, A labama, in the personall account of Pearl G. Baker, by your Defendant Pearl G. Baker, and further that this Bank without the consent or authority of your defendant placed this personal account of your defendant ina Trust fund, all without any authority or consent, and that the said W. D. Stapleton, has never been known in this personal bank account and that his names does not appear to be interested in any way with this deposit.

SIXTH:

And this defendant Pearl G. Baker is advised that the Bill of W. D. Stapleton, has not stated such a case as does or ought to entitle him to any such relief, as is thereby sought and prayed for against this defendant; that from the averments of the Bill said W. D. Stapleton, does not state a caswe or any bases for his claim, but simply ask this Honorable Court to pay over to him, without stateing any grounds therefor, or how he come tobe entitled to any part of this personal Bank of this defendant.


SEVENTH:

And now by way of counterclaim against the said W. R. Stuart and W. D. Stapleton, this defendant says that she is entitled to this said Eight Hundred (\$800.00) Dollars, by reason of her depositing the same in the said Baldwin County Bank, in her personal fund and that this Honorable Court will so decree, and that the said W. D. Stapleton, be forever dismissed from this cause.

The premises considered, this defendant prays:

That this Honorable Court will decree, your Defendant Pearl G. Baker, the sole owner of this said Eight Hundred (\$800.00) Dollars, and dismiss this said W. D. Stapletons Complaint .

And for such other and further relief as the nature of the case may require and to this Honorable Court may seem proper.


Solicitor for Defendant
Pearl G. Baker.

W. R. Stuart
Pearl G. Baker
Stapleton

W. R. Stuart
Pearl G. Baker
Stapleton

W. R. Stuart
Pearl G. Baker
Stapleton

W. R. Stuart
Pearl G. Baker
Stapleton

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BALDWIN COUNTY BANK, a
Corporation,
Complainant,

VS.

PEARL G. BAKER and
W. D. STAPLETON,
Respondents.

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

And now comes the Respondent, W. D. Stapleton, and for answer to the original Bill of Complaint in this cause, and to each count thereof, separately and severally, says:

FIRST:

That he admits the allegation contained in paragraph One of said complaint.

SECOND:

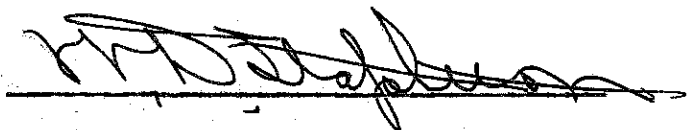
That he admits the allegation contained in paragraph Two that the Complainant had in its possession Eight Hundred (\$800.00) Dollars in money which was paid to it by the Respondent, W. D. Stapleton; that he knows nothing about the Respondent, Pearl G. Baker claiming said money; that the said money was and is now the property of W. R. Stuart; that the Respondent, Pearl G. Baker, has no right, or title in, or claim to the said money.

THIRD:

That he has no personal knowledge of, however, has been advised that the said money, to-wit, Eight Hundred (\$800.00) Dollars, was paid over and is being held by the Register of the Circuit Court of Baldwin County, Alabama.

FOURTH:

That he denies each and every allegation contained in said Bill of Complaint, not herein specifically admitted, and demands strict proof of the same.



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 W.D. Stapleton, and Pearl G. Baker,

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 W.R. Stuart, (Intervenor)

against said W.D. Stapleton, and Pearl G. Baker

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, Robert S. Duck, Register of said Circuit Court, this 2nd day of May, 1935

Robert S. Duck Register

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

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BALDWIN COUNTY BANK,
a Corporation,

Plaintiff,

VS.

W. D. STAPLETON and
PEARL G. BAKER,

Defendants.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

IN CHANCERY,

NO. 69.

Now comes W. R. Stuart and by leave of the Court first had and obtained, files this as his complaint in intervention in above entitled cause and as the grounds of his intervention alleges:

FIRST:

That he is a bona fide resident of Bay Minette, Baldwin County, Alabama, over the age of twenty-one years;

SECOND:

That the Defendant, W. D. Stapleton, is a bona fide resident of Bay Minette, Baldwin County, Alabama, and the Defendant, Pearl G. Baker, is a non resident of the State of Alabama, her address being 55 East Washington Street, Chicago, Illinois; that both are over twenty-one years of age;

THIRD:

That the Complainant has deposited with the Register in Chancery of the Circuit Court of Baldwin County, Alabama, the sum of Eight Hundred (\$800.00) Dollars, alleging that it is claimed by, both W. D. Stapleton and Pearl G. Baker, which sum of money is being held by the said Register pending a final disposition by this Court;

FOURTH:

That the said money, to-wit Eight Hundred (\$800.00) Dollars, is now and always has been the property of your intervenor, W. R. Stuart; that he is entitled to the immediate possession thereof; and that the said money is not now and never has been the property of

either Pearl G. Baker or W. D. Stapleton, nor have they, or either of them any right, title or interest in, or claim to or against the same.

WHEREFORE your intervenor prays that Your Honor will, by proper process, make the said Pearl G. Baker and W. D. Stapleton, parties Defendant to this cause of action, requiring them to plead, answer or demur to the same within the time and under the penalties prescribed by law and the practice of this Honorable Court.

Your intervenor prays that upon a final hearing of this cause this Court will make and enter an order and decree determining that the said money, to-wit Eight Hundred (\$800.00) Dollars, justly belongs to him, and will enter such orders and decrees as may be necessary and proper to instruct and require the Register of this Court to pay the same to him.

Your intervenor prays for such other, further, different or general relief as he may be in equity and good conscience entitled to receive and as in duty bound he will ever pray.

W R Stewart
Intervenor

Becker & Hall
Solicitors for Intervenor

FOOT NOTE:

The Defendants, W. D. Stapleton and Pearl G. Baker, are required to answer each and every allegation contained in the foregoing bill, in paragraphs FIRST to FOURTH, inclusive, but not under oath, oath being hereby expressly waived.

Becker & Hall
Solicitors for Intervenor

STATE OF ALABAMA)

BALDWIN COUNTY.)

Before me, the undersigned authority, in and for said County, in said State, personally appeared W. R. Stuart, who is known to me and who having been by me first duly sworn, deposes and says that he has read over and understands the allegations contained in the foregoing bill; that the facts therein alleged are true.

W. R. Stuart

Sworn to and subscribed before me on this the 29th day of April, 1935.

Stuart

Notary Public, Baldwin County, Alabama.

STATE OF ALABAMA)

BALDWIN COUNTY.)

The foregoing Complaint and intervention having been this day presented to me and leave asked to file the same by W. R. Stuart, the intervenor named therein, it appearing that good cause exists therefor, it is ordered that leave be and is hereby granted to file the same, and that the said W. R. Stuart be permitted to intervene in said cause, *Notice to be given as prescribed by Sec. 9485 of Code*
Done this 30th day of April, 1935.

J. W. Hare
Judge.

ANSWER

BALDWIN COUNTY BANK,
a corporation,

PLAINTIFF

VS

W. D. STAPLETON AND
PEARL G. BAKER

DEFENDANTS.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY # _____.

Comes the defendant in the above entitled cause and now and at all times hereafter saving and reserving to herself all matter of benefit and advantage of exception to the many errors and insufficiencies in the bill of complaint contained, for answer thereunto, or to so much or such parts thereof as this defendant Pearl G. Baker, is advised is material for her to answer, answering says:

FIRST:

She has no knowledge, information, or belief as to the truth of the averment of the first paragraph of the said bill and can neither admit nor deny the same, and, if material, holds the plaintiff to strict proof thereof.

SECOND:

That the defendant Pearl G. Baker, has no knowledge, information, or belief as to the truth of the averments of the Second paragraph of the said Bill and can neither admit nor deny the same, and, if material, holds the plaintiff to strict proof thereof.

THIRD:

That the defendant admits to be true the averments of the third paragraphs of the Bill.

FOURTH:

The defendant Pearl G. Baker, denies the truth of each and every averment of the Fourth paragraph of this Bill. Defendant further denies that this Eight Hundred (\$800.00) Dollars is not now, and never has been the property of your intervenor, W.R. Stuart, that he is not entitled to the immediate

-possession thereof; and that the said money is now and forever has been the sole property of said Pearl G. Baker, and neither the said W.R.Stuart, or W. D. Stapleton, nor have they or either of them any right, title or interest in, or claim to or against the same.

FIFTH:

The Defendant Pearl G. Baker, shows unto Your Honor, that the said W.R.Stuart, intervenor, has not a claim now, and never has had, and has no, right, title, or interest in the said monies. Further that the said Eight Hundred (\$800.00) Dollars, was deposited in the Baldwin County Bank, a corporation, at Bay Minette, Alabama, in the personal account of Pearl G. Baker, by your defendant Pearl G. Baker, and further that this Bank without the consent of or authority of your defendant placed this personal account of your defendant in a Trust fund, all without any authority or consent, and that the name of W. R. Stuart, intervenor, does not appear in the records of this County or the records of the said Bank as being interested in this Personal account of the defendant Pearl G. Baker, and that the defendant has not known and does not know the said W. R. Stuart, intervenor, in any transaction.

SIXTH:

And this defendant Pearl G. Baker is advised that the Bill of W.R.Stuart, intervenor, has not stated such a case as does or ought to entitle him to any such relief, as is thereby sought and prayed for against this defendant; that from the averments of the bill said W. R. Stuart, intervenor, does not state a case or any bases for his claim, but simply ask this Honorable Court to pay over to him, without stating any grounds therefor, the personal bank account of this defendant.


SEVENTH:

And now by way of counterclaim against the said W. R. Stuart, this defendant says that she is entitled to this said Eight Hundred (\$800,.00) Dollars, by reason of her depositing the same in the said Baldwin County Bank, in her personal fund and that this Honorable Court will so decree, and that the said intervenor, W. R. Stuart, be forever dismissed from this cause.

The premises considered, this defendant prays:

That this Honorable Court will decree, your Defendant Pearl G. Baker, the sole owner of this said Eight Hundred (\$800,00) Dollars, and dismiss this intervening complaint of the said W. R. Stuart.

And for such other and further relief as the nature of the case may require and to this Honorable Court may seem proper.


Solicitor for Defendant, Pearl G. Baker.

FILED
Baldwin County, Georgia
August 10, 1910

FILED

FILED
Baldwin County, Georgia
August 10, 1910

FILED
Baldwin County, Georgia
August 10, 1910

FILED
Baldwin County, Georgia
August 10, 1910

5-
BALDWIN COUNTY BANK, a
Corporation,
Plaintiff,

VS.

W. D. STAPLETON, and
PEARL G. BAKER,
Defendant,

W. R. STUART,
Intervenor.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

IN CHANCERY,

NUMBER 69.

And now comes the Defendant, W. D. STAPLETON, and for answer to the claim of intervention on the part of W. R. Stuart, and to each count thereof, separately and severally, says:

ONE:

That he admits the allegation contained in paragraph First.

TWO:

That he admits that he is a bona fide resident of Bay Minette, Baldwin County, Alabama, and that he is over twenty-one years of age.

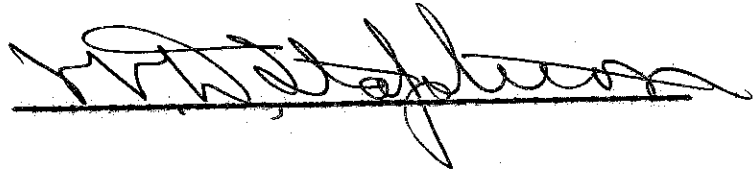
THREE:

That he is advised and believes that the Baldwin County Bank has deposited with the Register of the Circuit Court of Baldwin County, Alabama, the sum of Eight Hundred (\$800.00) Dollars; that a copy of summon in the cause of Baldwin County Bank vs. W. D. Stapleton, et al, was served on him several months ago; that he does not claim said sum of money, but on the contrary says that the same belongs to W. R. Stuart; that the said Pearl G. Baker has no claim or right to the said sum.

FOUR:

That the money deposited with the Register of the Circuit Court of Baldwin County, Alabama, to-wit, Eight Hundred

(\$800.00) Dollars, is now and always has been the property of W. R. Stuart, who is now entitled to the immediate possession thereof; that said sum of money, to-wit, Eight Hundred (\$800.00) Dollars, is not now, and never has been, the property of Pearl G. Baker, nor has she any claim to, or any right, title or interest in or against the same.

A handwritten signature in cursive script, appearing to read "W. R. Stuart", is written over a horizontal line.

69

69

CIRCUIT COURT
BALDWIN COUNTY, ALA.

Baldwin County Bank,

vs. { Citation in Appeal

W.D. Stapleton,
Pearl G. Baker,
Respondents,

WR. Stuart,
Intervenor

Issued _____ day of _____ 193_____

Moore Ptg. Co., Bay Minette

See my office

7/26/35

W.D. Stapleton
SHERIFF

Executed this July

26 and 27 1935

By signing a copy
of W.D. Stapleton
on the 26th and on
W.R. Stuart on the 27th

W.R. Stuart
SHERIFF

DEPUTY SHERIFF

NOTICE OF APPEAL

BALDWIN COUNTY BANK,
a Corporation

Plaintiff

VS.

W. D. SHAPIRON and
PEARL G. BAKER,

Respondents

And

W. R. STUART,
Intervenor.

Filed July 3 1975
Paul G. Brown

ORVIS M. BROWN
Solicitor for Respondent
Pearl G. Baker.

Palmer County Mass

✓

W. S. K. P. & P. G. P. & P. G. P.

Agreement & Annex

10

March 1, 1935
Palmer & W. S. K. P. & P. G. P.

69

RECORDED
over

BALDWIN COUNTY BANK,
a Corporation,

Plaintiff,

VS.

W. D. STAPLTON and
PEARL G. BAKER,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

IN CHANCERY

NO. 69.

COMPLAINT OF INTERVENTION.

Filed this 1st day of
May, 1935.

Robert S. Shuck
Clerk
Robert

*Executed this the 2nd
day of May, 1935, by
sending a copy of the
within summons and
Complaint on Pearl
G. Baker. RECORDED*

*M. W. Stephens
Sheriff
Charles Turnbull
by Deputy Sheriff*

*Executed this the 8th
day of May 1935, by sending
a copy of within summons
and Complaint on W. D.
Stapleton*

Sheriff

*by
Deputy Sheriff.*

69

69

THE STATE OF ALABAMA
BALDWIN COUNTY

serve on
Circuit Court of Baldwin County
IN EQUITY

Received in office this

No. _____

day of _____, 193

SUMMONS

SHERIFF

Executed this _____ day

_____ 193

by leaving a copy of the within Summons w

vs.

Defendan

Sherif

By _____
Deputy Sherif

Solicitor for Complainant

Recorded in Vol. _____ Page _____

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, Robert S. Duck, Register of said Circuit Court, this 2nd day of May, 1935

Robert S. Duck Register

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

IN EQUITY NO. _____

BLADWIN COUNTY BANK
a corporation

Plaintiff

vs.

W. D. Stapleton and
Pearl G. Baker

Defendants.

ANSWER OF PEARL G. BAKER
TO COMPLAINT OF W. D. STAPLETON

69

And the party in possession of the same...

...the same is to be...

[Faint signature]

Filed June 17 1935
Robert Oliver
Report

ORVIS M. BROWN
Solicitor for Defendant
Pearl G. Baker.

BALDWIN COUNTY BANK, a
Corporation, Plaintiff,

VS.

W. D. STAPLETON, and
PEARL G. BAKER, Defendants,

W. R. STUART,
Intervenor.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
IN CHANCERY,
NUMBER 69.

ANSWER

Filed this 16 day of June,
1935.

Wm. H. Blum
Register.

69 **Accord**

69

BILL OF COMPLAINT.

BALDWIN COUNTY BANK, a Corporation,

Complainant,

VS.

PEARL G. BAKER and W. D. STAPLETON,

Respondents.

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

Filed on this the 17 day of
July, 1934.

J. B. Blackburn
Registrar

LAW OFFICES
J. B. BLACKBURN
BAY MINNETTE, ALABAMA

THE STATE OF ALABAMA—JUDICIAL DEPARTMENT

THE SUPREME COURT OF ALABAMA

October Term, 192³⁵⁻⁶

To the Register of the Circuit Court
of Baldwin County—Greeting:

Whereas, the Record and Proceedings of the Circuit Court
of said county, in a certain cause lately pending in said Court between
Pearl T. Baker, Appellant,
and
Baldwin County Bank, et al, Appellee-s,
wherein by said Court, at the _____ Term, 1935, it was considered
adversely to said appellant, were brought before our Supreme Court, by appeal taken, pursuant
to law, on behalf of said appellant:

NOW, IT IS HEREBY CERTIFIED, That it was thereupon considered by our Supreme Court, on
the 14th day of May 1936, that said
decree of said Circuit Court be in all things affirmed,
and that it was further considered that the appellant, and Orvis M. Brown, surety on the appeal
bond, pay

the costs accruing on said appeal in this Court and in the Court below

Witness, Robert F. Ligon, Clerk of the Supreme
Court of Alabama, at the Capitol, this the 14th
day of May 1936
Rob. F. Ligon
Clerk of the Supreme Court of Alabama

not of Stapleton, who did not claim it.
had been his, and was never the property of the claimant, Baker,
vention in which he alleged that the money was then and always
then owned by W. B. Street. Thereupon Street filed an inter-
paid to the bank the amount described in the bill; it was
Mr. Stapleton in his answer averred that though he
it to be the claimant.
County Bank, appellant and W. B. Stapleton are alleged in
This is a suit of interpleader filed by Baldwin
FOSTER, Justice.

Appeal from Baldwin Circuit Court,
in equity.

Baldwin County Bank, et al.

vs.

FORT G. BAKER

1 DAY 8031

OCTOBER TERM, 1935-36.

THE SUPREME COURT OF ALABAMA

THE STATE OF ALABAMA - - - JUDICIAL DEPARTMENT

2.

The evidence is that appellant owned certain land in Baldwin County, which had been sold for taxes. She and Stapleton agreed upon a lease of it to him for turpentine purposes to continue for four years. The instrument of lease was reduced to writing signed by appellant, and came into possession of Stapleton at a time when he was president of the Baldwin County Bank. She claims she sent the lease by mail, she being a non-resident, to the bank to be delivered to Stapleton upon payment of the stipulated sum. She claims that the money in question was paid to the bank on account of her lease and for her, and is hers. But there is no such evidence. Stapleton claims that the lease was not sent to the bank, but was sent direct to him; that he did not pay her for it because a tax title was outstanding, and he could not get possession under his lease from her, but had to and did buy it from such tax title owners.

The bank went into liquidation without collecting from Stapleton the price of her lease. She then wrote the liquidating agent, seeking information, but made no specific claim as a creditor. Thereupon the attorney of such agent called upon Stapleton and suggested that he deposit with the agent \$800.00 as indemnity against any claim which she may assert on that account. Though Stapleton made protest, he consented, but not having the cash available, induced Stuart, his friend, to put up the money for him. This was done, and was remitted to the agent with a letter from Stapleton declaring that its purpose was "to protect the bank against any suit that she may institute and against any judgment she may recover," and also stated in the letter that

3.

"When this matter is cleared in court, you will return this money to me, that I may return it to my friend, from whom I obtained it as a loan." The liquidation of the bank was completed, and she filed no suit, nor made formal claim. She thus lost all right to participate as a creditor in the assets of the bank. - Section 6318, Code; Williams v. Central Manover Bank & Trust Co., 229 Ala. 646, 159 So. 92.

The bank was reorganized and reopened for business. The new officers found the \$800.00 in money in an envelope, marked for identity. She called on them for it. After making inquiry and finding out the circumstances of the deposit, the bank filed this interpleader suit. The evidence showed that the money was placed in the bank by or for Stapleton to relieve him of an obligation as former president on account of his personal transaction, in order to protect the bank in that respect. It did not thereby become the property of appellant. It was not deposited for her, or for her indemnity, but for that of the bank. She had no claim upon it in law or equity. - Goodman v. Ga. Life Ins. Co., 129 Ala. 130, 66 So. 649; Hollins v. Brown, 202 Ala. 504, 80 So. 792; Globe Indemnity Co. v. Martin, 214 Ala. 646, 108 So. 761.

There has been a change by statute in the law of these cases in personal injury suits (section 3377, Code), which has no application here.

In this suit there is and can be no issue as to whether Stapleton owes appellant for the price of the lease, or the validity of his defense to such a claim as she might make on him.

4.

Whether she does or not make such claim, and whether the money was borrowed by Stapleton from Stuart, and whether as deposited, it belonged to the one or the other, are immaterial in this suit. In no event did it belong to appellant legally or equitably, and, therefore, she is not here concerned further with its ownership. She cannot complain that the court directed its payment to Stuart.

Affirmed.

Anderson, C.J., Gardner and Bouldin, JJ., concur.

THE STATE OF ALABAMA—JUDICIAL DEPARTMENT

THE SUPREME COURT OF ALABAMA

1st Div., No. 893

Pearl H. Baker, Appellant,

vs.

Baldwin County Bank et al., Appellee,

From Baldwin Circuit Court.

The State of Alabama, }
City and County of Montgomery. }

I, Robert F. Ligon, Clerk of the Supreme Court of Alabama, do hereby certify that the foregoing pages, numbered from one to 4 inclusive, contain a full, true and correct copy of the opinion of said Supreme Court in the above stated cause, as the same appears and remains of record and on file in this office.

Witness, Robert F. Ligon, Clerk of the Supreme Court of Alabama, at the Capitol, this the

14th day of May, 1936

Robert F. Ligon
Clerk of the Supreme Court of Alabama.

69

Montgomery, Ala., June 7 - 1936

Mr. Robt. S. Duck, Clerk, Baldwin Circuit Court Dr.

per

Ray Minette, Alabama,

To ROBERT F. LIGON,

Clerk of the Supreme Court of Alabama,

Montgomery, Ala.

BROWN PRINTING CO., MONTGOMERY, ALA., 1934

193

To Costs of Appeal in Supreme Court,

1st Div. No. 893

Baker, Appellant,

vs.

Baldwin Co Bank, Appellee,

From Baldwin Circuit Court

By Items:

Docketing Cause	\$.30
Entering Attorney (.30 ea.)	.60
Appeal or Writ of Error	.50
Order	.50
Continuance (D) (.25)	.25
Judgment	1.00
Mandate or Certificate to Court Below	2.00
Writ of Fieri Facias (1.00)	
Taxing cost, copying, and entering satisfaction	.85
Fee in lieu of State Tax	4.00
Library fee	5.00
Sheriff's fee (1.50)	

\$ 15 00

Received payment

Robt. F. Ligon, Clerk of Supreme Court.

Per

193

8381 NOTE OF TESTIMONY

..... Baldwin County Bank, a
 Corporation,
 Complainant,
 vs.
 Pearl G. Baker and W. D.
 Stapleton,
 Respondents,
 W. R. Stuart, Intervenor

THE STATE OF ALABAMA,
 BALDWIN COUNTY

IN EQUITY,
 CIRCUIT COURT OF BALDWIN COUNTY.

This cause is submitted in behalf of ~~Complainant~~ upon the original Bill of Complaint, in
 Intervention, Answer of W. D. Stapleton to the Original Bill of Com-
 plaint, Answer of W. D. Stapleton to Complaint in Intervention,
 Answer and Waiver of W. D. Stapleton, Testimony of W. D. Stapleton,
 W. R. Stuart, W. C. Beebe and S. F. Holmes and C. L. White.

and in behalf of Defendant upon

Robert S. Duck
 2/24

Register.

8-

Baldwin County Bank, a
Corporation,
Complainant,

vs.

Pearl G. Baker and W. D.
Stapleton,
Respondents.
W.R. Stuart, Intervenor.

THE STATE OF ALABAMA
Baldwin County

IN EQUITY
Circuit Court of Baldwin County

This cause is submitted in behalf of ^{Respondent} Complainant upon the original Bill of Complaint,

In answer, Answer of Pearl G. Baker to W. D. Stapleton,
Bill of Complaint, Answer of Pearl G. Baker to W. R. Stuart,
Intervention, Testimony of S.F. Holmes, C. L. White,
Pearl G. Baker, Fred W. Brown.

and in behalf of Defendant upon oral examination.

Robert S. Duck

Register.



STATE OF ALABAMA
OFFICE OF STATE AUDITOR
MONTGOMERY

August 28, 1931

Southern Plantation Development Co.
55 East Washington St,
R 1028,
Chicago, Illinois.

Exhibit to
testimony of _____
_____ *Brown* _____
COUNTY REPORTER

Gentlemen:

Again your letter of the 26th inst. was addressed to the State Tax Commission, and in turn referred to this office. Under the law the State Auditor has charge of all lands sold to the State for delinquent taxes.

You refer to the tax matter having taken up legally with a former Probate Judge at Bay Minette, through his representative, Randolph McGowan. So far as this office is concerned, it had no knowledge of the interest of a former Probate Judge. Mr. Randolph McGowan did file an application to purchase the State's tax title to the lands assessed to your company and sold for taxes on May 27, 1929, after your two years allowed for redemption had expired. McGowan's application was filed on or about May 27, 1931. At the time Mr. McGowan's application was filed, the Auditor had a letter from Mr. Ort H. Ertzinger on file requesting that he be allowed to purchase $S\frac{1}{2}$ of Section 23, and $S\frac{1}{2}$ of Sec 24, all in Township 5s, Range 5e, hence the Auditor was under no particular obligation to show preference to Mr. McGowan because he filed application for all the lands. However, you are mistaken in regard to the time allowed by this office for the redemption by you of said lands. The notice issued by me and addressed to your company in care of the Judge of Probate of Baldwin County under date of May 27, 1931, gave you thirty days in which to redeem. The deed to Mr. Ertzinger was dated on or about July 31, 1931, hence the time of extension to you had expired. Furthermore, it has always been the policy of this office to allow any person having an interest or color of title to any lands sold for taxes the first opportunity to purchase same. Mr. Ertzinger, as a purchaser at tax sale, had a deed from the Judge of Probate of Baldwin County showing that he had duly purchased the above lands for taxes of 1927, I believe. Mr. Ertzinger was barred from redeeming the lands, as he would have been forced to pay all the costs of the sale against your company for the 1928 taxes, which would have been around \$500.00. This would have been exorbitant for him to pay, when he had no interest in other lands.

Even if Mr. Ertzinger had no legal title to any of these lands, this office was due him the courtesy to give him the first opportunity to buy the State's interest in this land, he having been the first to offer to buy that he wished to buy

Baker Sec July 6 1931

5

69

Baker Sec

with 50 W. Baker

Mr. J. H. Ertzinger

Shaw City

but not for Baker



STATE OF ALABAMA
OFFICE OF STATE AUDITOR
MONTGOMERY

Boyer

#2

this particular 640 acres. However, I did not know then that he had a tax deed to same.

Again I feel sure that there is a mistake in regard to any promise having been made to extend the time for purchase to Mr. McGowan or any one else. However, I would have been glad to extend the time for other lands not owned by other parties. If your company had made a request to allow you further time to have redeemed the property, I would have done so gladly.

Mr. Ertzinger assured this office that he made effort to pay the taxes of 1928, but was refused by the tax officers due to the former assessment by you. Your representative in Baldwin County can very easily substantiate this statement by calling on the tax officers.

The payment of the taxes of 1929 by you would have no effect on the State tax title for taxes of 1928, as lands held by the State for delinquent taxes can not legally be assessed and paid on for other years until redeemed from the State. I do not understand that paragraph of your letter in which you state that "legally Mr. Ertzinger is entitled to 15% on the amount paid." Mr. Ertzinger paid 15% penalty on that part of the lands purchased by him for the 1928 taxes. He now holds title to same by virtue of a tax deed, which gives him the same rights as allowed any other purchaser. The State has no further interest in the lands bought by him. It is now entirely a matter between him and your company.

Yours very truly,

Jno. Brandon,

JNO. BRANDON,
State Auditor.

69
August
P. G. BAKER, Sec'y
SOUTHERN PLANTATION DEVELOPMENT CO.
55 E. Washington St. Suite 1028
Chicago, Ill.

what I told you had to do in
regard to Section.
Further line for Sec. ^{sect 22}
Aug. 13th, 1931.

9
P. G. Baker
copy
Baldwin County Bank,
Bay Minette, Ala.

Gentlemen:

I am inclosing a Turpentine Contract, which is properly executed, and which your President has requested me to mail to the Bank, as per our written agreement some weeks past.

Upon delivery of this document to W.D. Stapleton, kindly collect \$800.00 less your collection fees, mailing it to the above address.

I am also turning over to your President a Warranty Deed for my 640 acres, which is to be recorded by him, for me.

Thanking you for attending to this, I am

Sincerely,

SOUTHERN PLANTATION DEVELOPMENT COMPANY,

P. G. Baker Sec'y.
Signed

2 1/2
Bonn.

E. F. Winegar, M. D.
CONGRESS HOTEL AND ANNEX
Chicago, Ill.

Aug. 12th, 1931.

Dear Mr. Souther:

Since thinking over our conversation, Dr. Johnston and I felt that the only way to be certain of the exact condition and not work in the dark, we should have a complete examination

Stapleton
\$500
Baldwin County Bank
Baldwin

Bank

69

(12)

Att # 9
Bunn

March 4, 1932

Receiver of Baldwin County Bank
Bay Minette,
Alabama

Gentlemen:

On August 12th, I mailed to the Baldwin County Bank for collection a Turpentine lease, instructing the Bank to collect \$800, less their collection fee for turning over a Turpentine lease from myself to their President, W. D. Stapleton, upon payment of \$800 for same.

The lease was to be held in escrow to be turned over to their President W. D. Stapleton when the money was received by the Bank.

Kindly let me know the following information, ~~am~~ an enclosing a stamped envelope for return. First, the date of Turpentine lease was received by the Bank, the date W. D. Stapleton their President took it from the Bank, and the date that the Bank's records show W. D. Stapleton their President paid the Bank for the lease.

Very truly yours,

[Signature]
Signed

March 2, 1932

Receiver of Baldwin County Bank
Bay Minette,
Alabama

Dear Sir:

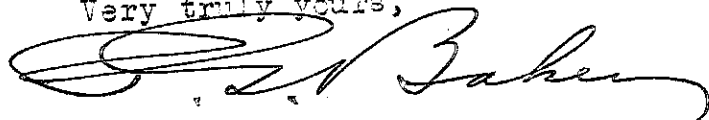
On I mailed to the Bank for collection a
Turpentine lease made out to the President.

Although this was taken from the Bank and recorded, no
money was mailed me that I requested the Bank to do after de-
deducting their collection fees.

Kindly let me know the date that the President took the
lease from the Bank.

Thanking you for this information in the enclosed stamped
envelope, I am

Very truly yours,



W. D. STAPLETON, President

L. T. RHODES, Vice President

O. C. HALL, Cashier

C. L. WHITE, Assistant Cashier

L. D. WHATLEY, Assistant Cashier

J. T. BRADLEY, Assistant Cashier

BALDWIN COUNTY BANK

CAPITAL \$ 50,000.00

SURPLUS \$ 50,000.00

DEPOSITORY

COUNTY OF BALDWIN
TOWN OF BAY MINETTE.

BAY MINETTE, ALA.

March 12, 1952.

Mr. P. G. Baker,
127 N. Dearborn St.,
Chicago, Ill.

Dear Sir:

We find no record in the Baldwin County
Bank of its receipt of the turpentine lease
which you mention in your letter of March 4th.)

Yours truly,

J. T. Bradley
Asst. Liquidating Agent.

HR:3CF

Q
Turpentine
Bank

March 14, 1932

Baldwin County Bank Receiver,
Liquidating Agent,
Bay Minette, Alabama.

Dear Sir:

In reply to your letter of March 12th, would say, on August 18th I sent to the Baldwin County Bank for collection a Turpentine lease which was to be turned over to W. D. Stapleton when he made a payment of \$800 as per numerous letters I hold from him.

In fact, he instructed me to draw on him, but I felt that there was no reason to draw on a president of a bank, so that I sent it to the Bank for collection. Very much to my surprise I received no word as to the money being there, and when I visited Baldwin County in November, I discovered that Mr. Stapleton had taken the lease from the Bank and had it recorded. This seems to be a very serious offence.

I am giving you a little data on the subject and would like to know if the money was turned over to the Bank as it should have been when the lease was taken from the Bank by their President and recorded. The data that I am enclosing will help you to investigate.

Thanking you for giving me what information you can on the subject,
I am

P.S. On Nov 10th, Atty Heard wrote that the \$800. had been paid to the Bank, so there must be some record of same. Will you kindly look further. It would be better write to

Very truly yours,

J. G. Heard
signed

J.M. 586

Chicago Ill.

Dear Sir. Note your Ad. in Chgo
I have 8000 Acres in Ala. for sale.
Myself and associates interested in
said tracts for colonization purposes
if it will answer our requirements
Please give price and send

Map showing location
Our families with lands in all parts
of Florida, having sold and developed
over 40000 acres.

Respectfully
H. A. Rebel.

O.P. #2 - 8

W. D. STAPLETON, President

L. T. RHODES, Vice President

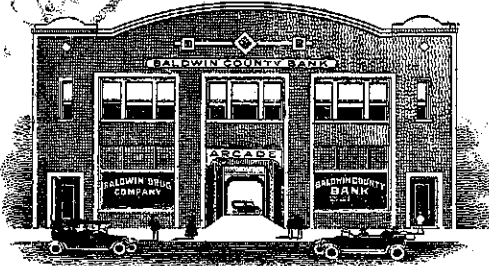
O. C. HALL, Cashier

C. L. WHITE, Assistant Cashier

L. D. WHATLEY, Assistant Cashier

J. T. BRADLEY, Assistant Cashier

69



BALDWIN COUNTY BANK

CAPITAL \$50,000.00
SURPLUS \$50,000.00

DEPOSITORY
STATE OF ALABAMA
COUNTY OF BALDWIN
TOWN OF BAY MINETTE

BAY MINETTE, ALA.

May 15th. 1931.

47

Miss Pearl Baker,
c-o Sou. Plantation Dev. Co.,
Washington St.,
Chicago, Ill.

10.
Atty
Baker
Agent?

Dear Madam:-

I find on referring to the Baldwin county records that the S $\frac{1}{2}$ of Sec. 23 and S $\frac{1}{2}$ of Sec. 24 Tp. 5 S. R. 5 E. assessed to Mr. Knight was sold for taxes in May 1928 and bought in by Mr. Ort H. Ertzinger of Bay Minette, Alabama, who now holds a tax certificate for these two half sections. I understand Mr. Ertzinger is arranging to sell the turpentine rights on this land to Mr. Slocumb. I understand you are still interested in these lands and I thought possibly that some arrangements could be made whereby I could redeem this land from the tax sale and buy the turpentine lease from you to cover the redemption. This must be done before May 28th of this year, otherwise your redemption rights will expire.

May 19 1931

I wish you would write me just what you are willing to do in this matter.

Yours very truly,

WDS/s.

Handwritten notes and dates: 5/22/31, 5/23/31, 5/24/31, 5/25/31, 5/26/31, 5/27/31, 5/28/31, 5/29/31, 5/30/31, 5/31/31

69

Pres papers your headed
was with the file but do
not seem to show value
added in accordance

V. D. STAPLETON, President

L. T. RHODES, Vice President

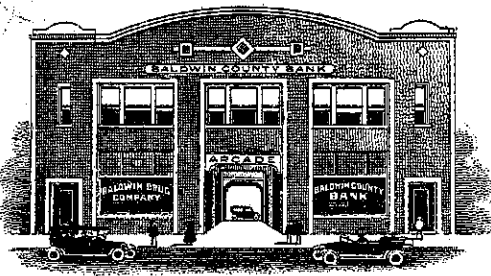
O. C. HALL, Cashier

C. L. WHITE, Assistant Cashier

L. D. WHATLEY, Assistant Cashier

J. T. BRADLEY, Assistant Cashier

69



BALDWIN COUNTY BANK

CAPITAL \$50,000.00
SURPLUS \$50,000.00

DEPOSITORY
STATE OF ALABAMA
COUNTY OF BALDWIN
TOWN OF BAY MINETTE

BAY MINETTE, ALA.

September 15, 1931.

Miss Pearl G. Baker
55 E. Washington Street
Chicago, Illinois.

19
Baker

Dear Madam:

I am in receipt of your letter of the 11th in further reference to oil syndicate.

I will say at this time I do not see how I can become interested in your oil syndicate. We are organizing to put down a well in Clark county where, we feel sure, we will strike oil. If we do, we will all have money enough to do anything we want to. I am sending you an ad in this letter stating just what the geologists think of our location. The people around Selma and middle Alabama have gone wild over the prospects of this well being put down.

I am enclosing the deed which I have had recorded, together with a bill for the recording of it.

I will send you a remittance covering the turpentine lease just as soon as I can get a settlement on the Ertzinger claim for I will expect you to take care of this claim out of the amount I am paying you for the turpentine lease.

I am very much interested in the metal situation that you mentioned in your letter. I have been working on this for sometime and we have had a good deal of our rock analyzed which shows up very well for gold and platinum. We are trying to organize a company here to put in a mill and separating plant. We have arranged with an assayest to come down and make a thorough test of the rock we have on our land before putting in the mill and separator to recover the gold and platinum. We hope to have him down within the next thirty days and will know then just what it is all about.

Will write you further within the next few days.

Very truly yours,

WDS/s.
encl.

HA paid mtg...
5/22
Rec 9/3/31

24

Handwritten notes:
J. C. Baker
Turpentine

Handwritten: B

Sept. 19th. 1931.

Handwritten in circle: \$ 20 Bloom

Mr. W.D. Stapleton,
Pres. Baldwin County Bank,
Day Minette, Ala.

Dear Mr. Stapleton:

It has been now since May the 29th. since we have been endeavoring to get the Tax matter straightened up. We understood that you had an extension of 30 days, but we are now running into the time when we must start to make sales, to be able to start paying you this indebtedness.

You possibly do not realize the position we are in. We must have our Att'y continue the Abstracts, so that our Deeds can be given at the time of the sale and since we are selling in small tracts, parties purchasing will require a Deed.

You stated that it would not be necessary for us to come down when you were in the City and we would like now to have you draw up a contract according to our telegram, as you said you would in August. Then we will be in a position to go ahead with our sales.

The Syndicate handling the Oil and Land deal, will greatly appreciate your returning all the data they sent you on the deal, inasmuch as you feel that you cannot publish a letter that would help put this deal over.

In regard to Miss Baker's Section; she sent you \$137. to cover the Taxes for her Section. Kindly return that since they are covered in the Company's Taxes.

Handwritten: aty Bloom

You stated in your letter that you would pay her the \$600.00 upon receiving the Turpentine Lease, which she has mailed you, ~~or that she could draw on you for that amount.~~ Her Att'y tells her here that all it will be necessary for her to pay is 15% and the amount of the Taxes that Ertzinger ~~was~~ paid.

There should be no legal complications but what she will be able to take care of and is in a position to do so. She has carried out her part of the contract and naturally expects you to do the same.

On account of your being so busy, you possibly do not realize the time we have spent on these transactions and what it means to us to be delayed longer in selling.

We are having assays made on our Minerals and a Corporation is being formed.

Handwritten: J. C. Baker

4. That jurisdiction be and it is hereby reserved for such other orders, judgments or decrees as may be requisite and proper.

Dated this 11th day of June, 1935.

J. W. Hare

Judge.

69

DECEMBER
SOUTHWESTERN BANKING CORPORATION

COMPLETION

W. H. STRAPHERSON AND PHILIP C. BAKER

RESIDENTS

IN THE CIRCUIT COURT OF
EASTON COUNTY, ALABAMA
IN DOUBT NOV. 69

De Lettlers: H. H. Day, Jr. & Sons, Inc.

Robert Blackburn

J. B. BLACKBURN
ATTORNEY AT LAW
EASTON COUNTY, ALABAMA