

TO THE HONORABLE ARTHUR E. GAMBLE,
JUDGE OF THE CIRCUIT COURT OF BALDWIN
COUNTY, SITTING IN EQUITY:

Comes JULIA LAY and by this her bill of complaint filed against R.F. POWELL and OIA POWELL shows unto your Honor:

FIRST: That Oratrix and both Defendants are over the age of twenty-one years and residents of Baldwin County, Alabama.

SECOND: That since February 17th, 1917, until the date hereinafter set forth Oratrix was the owner and in possession of that certain tract in Baldwin County, which she had received by deed from her mother, now deceased, and which is described as follows:

The South Half of the Southwest Quarter of the Southwest Quarter and the Northeast Quarter of the Southwest Quarter of the Southwest Quarter of Section Nineteen, Township Six South of Range Three East, containing thirty acres, more or less, in Baldwin County, Alabama.

THIRD: That on or about the Seventh day of March, 1917, Defendant, R.F. POWELL, came to Oratrix and represented to her that there was a mortgage upon the property of Oratrix as above described which was about to be foreclosed, stating in substance that he, POWELL, did not wish her to lose this property and offered her for same the sum of Four Hundred Dollars, telling Oratrix it would be to her advantage to take this as otherwise she would lose the property entirely.

FOURTH: Oratrix, being a woman of but limited education, born and reared in a remote country district in Baldwin County, relied upon the assurance of said POWELL, who is a man of plausible manners and attractive personality, and, after some delay, she and her husband executed a deed to POWELL for Four Hundred Dollars, influenced thereto by POWELL'S representations that only a by a sale

to him would she be able to realize anything from the property, and knowing also that certain property of her kinsmen and other members of her family was involved in litigation.

FIFTH: That within a few days after the sale to R.F. POWELL, the said R.F. POWELL and his wife executed a deed to OLA POWELL, their daughter, for an alleged consideration of FIVE HUNDRED DOLLARS, and Oratrix is informed and believes that Ola Powell still retains title to said property.

SIXTH: Oratrix avers that, as a matter of fact, at the time of the sale to POWELL his representation to her as to the existence of the mortgage was false and made with the intention to defraud; that there was no such mortgage upon the property of Oratrix and that the statement made by POWELL was to induce Oratrix to sell her property, the reasonable value of which was between ONE THOUSAND DOLLARS and TWELVE HUNDRED DOLLARS, to POWELL for a grossly inadequate sum; that said transaction was a fraud upon Oratrix and that said deed should be in equity declared void and set aside.

SEVENTH: Oratrix further avers that the transfer to OLA POWELL was made without adequate consideration, if indeed any consideration at all passed, and with knowledge on her part in substance of what had been done. That said OLA POWELL, being the daughter of R.F. POWELL, and having no use for the land for her own purposes, was used as but a dummy to cover up a fraudulent transaction, and the action with her was but part of the scheme to defraud.

EIGHTH: That Oratrix is now and has been ready to repay to the said Defendants the amount paid to her by R.F. POWELL for the fraudulent deed aforesaid, and stands

ready to obey such orders as this Honorable Court shall make relative to the payment of such fund.

The premises considered, Oratrix prays that the said R.F. POWELL and OLA POWELL, by appropriate process, be made parties to this bill of complaint and required to plead, answer or demur to said within the time required by law.

Oratrix further prays that upon the hearing of this cause a decree be rendered setting aside the transfers from JULIA LAY and GEORGE LAY, her husband, to R.F. POWELL, and the deed to R.F. POWELL and wife to OLA POWELL upon payment to them of such sum as the Court may decree as right and proper. That the title to said property be quieted in Oratrix as against R.F. POWELL and OLA POWELL and that Oratrix have such other, further or different relief as to equity may seem meet.

And Oratrix will ever pray, et cetera.

Rickaby Austin & Burke
Attorneys for Complainant

Defendants and each of them are required to answer each and every paragraph of this bill, one to Eighth, inclusive, but not under oath, oath is hereby expressly waived.

Rickaby Austin & Burke
attys for complainant

THE STATE OF ALABAMA,
BALDWIN COUNTY.

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

To any Sheriff of the State of Alabama—GREETING:

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

Julia Lay.

against said

R.F. Powell and Ola 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 12th day of March,

1919.

T. W. Richerson

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.

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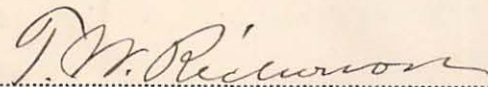
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JULIA LAY,
Complainant,

-VS-

R. F. POWELL AND
OLA POWELL,
Respondents.

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

It is mutually agreed by and between the Attorneys of Record for the Complainant and the Respondents in the above cause that the testimony of Miss Ola Powell, who is one of the Respondents, may be taken without the issuance of a Commission, and may be taken by any Notary Public, or officer who is qualified to administer an oath, at Washington, D.C., or any State, and that such deposition, when so taken, before some Notary Public or Officer qualified to administer oath, may be used and submitted at the trial of said cause as if said deposition had been taken by a regularly appointed Commissioner of this Court and in conformity with all Laws in such matters pertaining.

Richard Beebe
ATTORNEYS FOR COMPLAINANT.

Gordon & Edington

Thomas Hall
ATTORNEYS FOR RESPONDENTS.

JULIA LAY,
Complainant,

-VS-

R. F. POWELL AND
OLA POWELL,
Respondents.

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

INTERROGATORIES TO BE PROPOUNDED TO OLA POWELL, A RESIDENT OF WASHINGTON, D.C., AND WHO IS A MATERIAL WITNESS ON BEHALF OF THE RESPONDENTS IN THE ABOVE CAUSE, AND WHOSE DEPOSITION WHEN TAKEN WILL BE OFFERED IN EVIDENCE AT THE TRIAL OF SAID CAUSE:

INTERROGATORY 1: What is your name, age and residence ? Are you one of the Respondents in the above entitled cause ? Do you know the Complainant, Julia Lay ?

INTERROGATORY 2: Please state whether or not you were ever at the home of the Complainant with your Father at the time there was some discussion about the sale of the land described in the complaint. If you state that you were, please state as near as possible what was said by Mrs. Lay and your Father, relative to the land described in the complaint. Please state if you had any conversation with Mrs. Lay on this occasion, touching the said land. Please state whether or not Mrs. Lay wanted to sell the land on this occasion and if she so expressed herself to your Father; if you say yes, please state as near as you can all that was said by Mrs. Lay and by your Father, relative to her selling to your Father the said land. Please state what time of the day this happened, if you have stated that such did happen, that is whether it was in the morning or in the afternoon.

INTERROGATORY 3: Please state whether or not you and your Father, R.F. Powell, went back to the home of Mrs. Lay during the afternoon of the same day above inquired about. If you say yes, please state exactly who went with you and your Father on this afternoon, if anybody. If you stated that you did go back on the afternoon inquired about, please state as near as you can remember what, if anything, was said by Mrs. Lay, by your Father, and by yourself in the presence of each other, touching the land described in the complaint. Please state if, on either one of

these occasions, or on any other occasion, in your presence and hearing, Mrs. Lay ever stated that she wanted to mortgage this property for the sum of \$400.00. Did you, or R.F. Powell, or anyone else in your presence and hearing say, on the occasion above inquired about, anything about the paper which was delivered to R.F. Powell, and which was acknowledged by Mr. Roberts, was a mortgage, or intended to be a mortgage.

INTERROGATORY 4: Please state if you were present at the time that Mrs. Julia Lay and her husband signed the paper which is involved in this litigation, and if so, please state if, at that time, or at any other time, in your presence and hearing anybody stated that said paper was a mortgage or that your Father was to lend Mrs. Lay \$400.00, and she was to give him a mortgage on said property. Please state as near as you can all that you know that Mrs. Lay and your Father and you said leading up to the execution of the paper conveying the land described in the complaint, and also at the time of the execution. Please state if at any time during the negotiations leading up to the signing of the paper conveying the lands described in the complaint, you or R.F. Powell or anyone in your presence and hearing said or did anything to influence or persuade Julia Lay to convey said land. Please state who was the first party to suggest the selling of the land and the naming of the price for said land on the occasion that you and your Father were at the home of Mrs. Lay, and when this matter was first discussed.

Gordon & Edington

Chas. Hall

SOLICITORS FOR RESPONDENTS.

JULIA LAY,
Complainant,

-vs-

OLA POWELL, et al,
Defendants,

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

Comes Ribkarby & Beebe, solicitors for the Com-
plainant in the above styled cause, and withdraw their ap-
pearance as solicitors for the Complainant.

Ribkarby & Beebe

HAMMERSHILL
BOND

JULIA LAY, Complainant,

-VS-

R.F. POWELL AND
OLA POWELL,
Respondents.

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

Now comes the respondents in the above cause and for answer to said bill of complaint state as follows:

That the averments in the first paragraph are true.

That respondents do not know of their own personal knowledge whether the averments of the second paragraph are true or not, but it is their impression and belief that oratrix did receive a deed from her Mother for the lands described therein.

That the averments in the third paragraph of said bill of complaint are untrue, but that the facts in the matter are as follows: That the respondents were at the home of oratrix on or about the said date upon other business, and that the oratrix of her own free will and accord, without any inducements or statements or persuasion on the part of respondents, suggested, that for certain reasons, that she wanted to get rid of the property described in the second paragraph and that respondent Powell told her that he did not have the money with which to purchase same, but that if he heard of anyone who wanted to buy the said lands that he would let her know; that respondents left the home of oratrix, and on their way to Fairhope, respondent Ola Powell suggested that she had some money that could be used in the purchase of said lands and that during the same day that respondents came with the gentleman, who took the acknowledgments of the grantors in said instrument, returned to the home of oratrix and told her that they would take the land at the price of \$400.00 and which price was fixed by your oratrix without any persuasion on the part of either respondent; that the husband of oratrix was present and that before the execution and delivery of the deed, that said Justice of the Peace, or Notary

Public, discussed the matter fully with said oratrix, explained everything to her, and examined her according to law in such matters and that she then and there freely and voluntarily, of her own accord, executed the deed and delivered it to respondent Powell, received the money therefor, and seemed perfectly satisfied.

To the fourth, sixth and seventh paragraphs, the respondents aver that the allegations in them are untrue, and that neither respondent used any influence, made any statement or did one thing to influence oratrix to convey said land, but that she did it of her own free will and accord, suggested the proposition herself, made her own price and that the whole transaction was a bona fide deal, honestly carried out, and there was no complaint raised on the part of oratrix for a long time after the closing of said deal and until after respondents had expended a great deal of money on said property, improving same. That there was no conspiracy or secret understanding between the respondents, as to the said sale, and that all that happened between said respondents was that Ola Powell told R.F. Powell that she had some money that he could use in the investment. That the conveyance from said R.F. Powell and wife to Ola Powell was a bona fide transaction and was for a valuable consideration and was for cash actually delivered to the said Powell to consummate said deal and that the said Ola Powell was not a dummy, has never been a dummy and does not expect to be a dummy, all of which she stands ready to prove.

As to the 8th paragraph, respondents are unable to say whether the averments therein are true or not.

Wherefore respondents pray that the said bill may be dismissed upon this answer and that respondents be given their costs in said cause.

Lawrence Edmondson

Chas. Hall
SOLICITORS FOR RESPONDENTS.