

A. I did.

Q. "On August 12th., I mailed to the Baldwin County Bank for collection a turpentine lease instructing the bank to collect \$800.00 less their collection fee for turning over a turpentine lease from myself to their president, W. D. Stapleton. upon payment of \$800.00 for same. This 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 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." Did they send you this information ?

A. Yes.

Q. The liquidating agent ?

A. Yes.

Q. Did they send you this letter stating no record was found of the receipt of the turpentine lease ?

A. Yes.

Q. Did you send this letter to the Baldwin County Bank ?

A. Yes.

Q. You stated here in postscript "On November 10th, Attorney Heard wrote that the \$800.00 had been paid to the bank, so there must be some record of same. Will you kindly look further. I had possibly better write to the State officers who were there in November". You wrote that ?

A. I did.

Q. Did you get a reply to that or do you recall ?

A. I don't recall.

Q. And you stated you made your request on the bank again in July, 1934, for the \$800.00 ?

A. Yes.

RE CROSS EXAMINATION, by Mr. Brown:

Q. You stated the money was deposited because the bank knew there was a claim of Miss Baker's ?

A. It was left there with the liquidating agent.

RE CROSS EXAMINATION, by Mr. Hall:

Q. Miss Baker didn't have a claim against the bank, did she, for any money ?

A. No, she was claiming the proceeds from this turpentine lease.

Q. And the \$800.00 was placed there to indemnify the bank ?

A. Yes, sir.

Q. And not to indemnify Miss Baker ?

A. No, not to indemnify Miss Baker.

Q. It was put there as a protection to the bank solely ?

A. Yes, sir.

RE RE CROSS EXAMINATION, by Mr. Brown:

Q. You said this was to protect the bank. How was this to protect them ? Then Miss Baker did have a claim, didn't she ?

A. I don't know.

Q. You knew someone was due her the money on this lease, didn't you?

A. We knew she said so.

Q. And that's the reason why you requested the \$800.00 ?

A. Yes.

RE DIRECT EXAMINATION, by Mr. Blackburn:

Q. Do you recall how the \$800.00 was carried in your suspense fund?

A. Carried Suspense Fund, then outlined Stapleton-Baker matter.

Q. And you say this letter here did come in there with the money?

A. Yes, sir.

MR. BLACKBURN: We introduce this in evidence.

REPORTER'S NOTE: Said letter hereinabove referred to is marked Exhibit "A" to the testimony of the Complainant.

g/B

COMPLAINANT RESTS.

PEARL G. BAKER, one of the respondents, being first duly and legally sworn, testified as follows;

DIRECT EXAMINATION, by Mr. Brown:

Q. Is this Miss Pearl G. Baker ?

A. Yes.

Q. Miss Baker, you were the owner of the South half of Section 23 and the South half of Section 24, Township Five South, Range Five, East in Baldwin County, Alabama ?

A. Yes.

Q. At this time you were a resident of Chicago ?

A. Yes.

Q. Did you receive a letter from Mr. Stapleton inquiring about a lease on this timber ?

A. Yes.

Q. Is that the ~~letter~~ letter you received ?

A/ Yes, that's it.

Q. He stated in there he was inquiring about a lease on that land?

A. Yes.

Q. Did he state in there he knew it was sold for taxes ?

A. Yes.

Q. And the letter so stated ?

A. Yes.

Q. Did you wire him concerning a lease on this ?

A. Yes, I wired him.

Q. Is that a copy of the telegram ?

A. Yes.

Q. And you asked him how much he would give you for a lease on that ?

A. Yes.

MR. BROWN: We introduce that in evidence.

NOTE: Said telegram is marked Exhibit 1 to testimony of Respondent, Pearl G. Baker.

Q. Did Mr. Stapleton reply ?

A. Yes.

Q. Is that the telegram he sent you in reply ?

A. It is.

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Q. What form was that money in, was it cash ?

A. Currency.

Q. Did it stay in this envelope for sometime ?

A. Yes, sir.

Q. After the bank was reopened what became of that \$800.00 ?

A. It was carried in a suspense fund.

Q. Was it in that fund at the time Miss Baker came to the bank last summer and made demand for it ?

A. Yes, sir.

Q. What later became of that money ?

A. Sometime in July last year it was paid to the Circuit Clerk.

Q. Paid into the court ?

A. Yes, sir.

CROSS EXAMINATION, by Mr. Brown:

Q. Were you with the former Baldwin County Bank before it closed ?

A. Yes, sir.

Q. Do you recall a certain instrument or lease being received in that bank dated the 22nd. of May, 1931 ?

A. No, I never saw it.

Q. Do you know whether or not the lease was ever received by the bank ?

A. No, sir.

Q. Do you know whether or not the \$800.00 was paid into the bank for this lease ?

A. Sometime after 1932 it was paid in there.

Q. Do you know who it was paid for and for what purpose ?

A. According to that letter it was for a turpentine lease for Miss Baker.

CROSS EXAMINATION, by Mr. Hall:

Q. You were an officer there in the bank at that time ?

A. Yes, sir.

Q. Don't you know that money was paid to Mr. Jackson as liquidating agent to indemnify the bank against any claim of Miss Baker ?

A. I think so.

Q. It was paid to indemnify the bank against any claim which Miss Baker might have against the bank ?

A. Yes, sir.

Q. That money was never paid in there to the account of Miss Baker, was it ?

A. No, sir.

Q. Was any account ever opened there for Miss Baker ?

A. No, sir.

Q. The \$800.00 as a matter of fact was paid to the Banking Department after the bank went into liquidation ?

A. Yes, sir.

Q. No personal accounts were open then ?

A. No, sir.

Q. And this money was just held there just to await any claim against the bank ?

A. Yes.

Q. In this envelope here that you identified?

A. Yes.

Q. And it was never entered on the records until the bank was reopened ?

A. No, sir.

Q. And then it was placed in a suspense account, and to nobody's account ?

A. Yes, sir.

Q. It was never put in Miss Baker's account ?

A. No, sir.

Q. Did the bank so far as you ever knew receive a ~~letter~~^{lease} with draft attached from Miss Baker ?

A. I never saw it.

Q. You were an officer there in the bank during that time ?

A. Yes, sir.

Q. And you never saw any such lease with draft attached ?

A. No.

Q. Do you know whose money that was that was put up in the bank ?

A. No, I dont know where it came from.

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reopening, I asked him about the matter, and he stated that Mr. Hamilton, who was the Assistant Liquidating Agent, that someone had turned over \$800.00 to him and it was carried in an envelope for sometime. and that he himself, Mr. White, didn't know what disposition was made of that money; and Miss Baker having made demand on us I knew we had to do something about it, and I called Mr. Hamilton at Jasper and he told me or Mr. White - I don't know which one talked to him now - that the \$800.00 was set up in a reserve account of Stapleton-Baker, and we found it there.

Q. It was deposited in the vault and taken out of the envelope ?

A. Yes, and put in the current funds.

RE DIRECT EXAMINATION, by Mr. Blackburn:

Q. I believe you stated in this conversation with Mr. W. D. Stapleton he asked you not to pay this money to Miss Baker ?

A. Yes, sir.

C. L. WHITE, a witness for the complainant, having been first duly and legally sworn, testified as follows:

DIRECT EXAMINATION, by Mr. Blackburn:

W/ Mr. White, what is your present position ?

A. Assistant Cashier of the Baldwin County Bank.

Q. You were also Assistant Cashier of the Baldwin County Bank prior to the time it closed in January, 1932 ?

A. Yes, sir.

Q. Were you employed by the liquidating agent at the time he had charge of the bank's affairs ?

A. Yes, sir.

Q. Are you familiar with the transaction whereby \$800.00 was paid to the liquidating agent while the bank was closed ?

A. Yes, sir.

Q. I will ask you to examine this letter and state whether or not that money was paid and that letter delivered at the same time ?

A. So far as I know it was.

A. I could give you the date where a reserve account was credited with \$800.00, but it had never come to my attention because there was some \$15,000.00 set up in the reserve account and this was included.

Q/ How was that entered, just Baker-Stapleton matter ?

A. I think so.

Q. It was never entered to Miss Baker's account ?

A. No, sir.

Q. Did you find any account there in the name of Miss Pearl G. Baker or Pearl Baker or P. G. Baker ?

A. No, sir.

Q. Is there any account over there in the name of Pearl G. Baker?

A/ No, sir, not that I have ever seen.

Q. The bank makes no claim to this \$800.00 ?

A. No, sir.

Q. And you paid it into court for the court to determine which one it belongs to ?

A. Yes, sir.

RE CROSS EXAMINATION, by Mr. Brown:

Q. Isn't it a fact that the former liquidator required the \$800.00 be accounted for before this new bank opened ?

A. There was no request made on me.

Q. You don't know whether they did on the directors ?

A. No, sir.

THE COURT: Mr. Holmes, I want to understand this. I understand when you came here and took charge of the bank to act as manager you found or were informed there was an envelope containing this Baker-Stapleton matter. Now, where was that \$800.00 carried, in your vault or kept separate ?

A. Judge, I didn't ever know prior to Miss Baker's demand on me that there was ever such an account in the bank, but upon her demand on me, of course Mr. White being very familiar with thw management of the bank prior to its

A. I didn't know anymore than I stated, that there was \$800.00 there to the credit of Stapleton-Baker. I couldn't say whose it was.

Q. But you knew the \$800.00 was for payment of a lease ?

A. No, I didn't. I knew nothing about it until she demanded the \$800.00.

Q. In the banking practice is it customary when a lease is sent to the bank that they deliver them to the party before payment is made if they are instructed not to do so ?

A. What is that ?

Q. If I send the bank a lease to be executed and delivered upon the payment of the consideration will they deliver that lease before the consideration is paid ?

A. No, its not customary.

Q. They receive the money before it is ~~paid~~ delivered ?

A. Yes.

Q. And you admit they did have the \$800.00 to the Stapleton-Baker account ?

A. Yes.

CROSS EXAMINATION, by Mr. Hall:

Q/ Mr. Holmes, that was carried there in the bank in just an envelope, wasn't it ?

A. That's what Mr. White advised me. I didn't know anything about it until this demand was made.

Q. Did you ever see that fund there ?

A. No, sir.

Q. You dont know about this then ?

A. No, sir.

Q. You didn't see it in the envelope ?

A. No.

Q. Was that money ever entered upon the records of the bank, that is before the bank was closed ? What I am getting at, was/any record at the time you came in the bank, any record of an account of Miss Baker ?

- A. It just showed that Stapleton-Baker matter, \$800.00.
- Q. And that money was paid in for Stapleton-Baker fund ?
- A. Something to that effect.
- Q. You knew by that entry that the money was intended for Miss Baker, didn't you ?
- A. No, sir, I didn't know that.
- Q. You could tell it wasn't intended for anyone else ?
- A. It was my understanding it was to be held there for some purpose; Of course, I didn't know anything about it.
- Q. Held there until the lease was delivered ?
- A. Well, I didn't know anything about that.
- Q. Does your records show that lease was received by the bank ?
- A. I didn't look back to see any correspondence on it.
- Q. You don't know whether the record showed about September 15th Mr. Stapleton wrote Miss Baker in Chicago stating, "I am enclosing the deed which I have had recorded, together with the bill for recording 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". Do you know whether he wrote her that letter ?
- A. No, it might have been in the file but I have never gone through the file that I recall.
- Q1 You dont know whether or not that lease was recorded, was delivered from the bank to Mr. Stapleton and recorded ?
- A. No, I don't. I knew very little about it until Miss Baker came in and demanded the \$800.00, and then I had to make an investigation.
- Q. Did Mr. Stuart also make demand on you for this money ?
- A. I don't recall that he did.
- Q. Who made demand on you besides Miss Baker ?
- A. Not anyone.
- Q. There is not any dispute who owns the money so far as the bank is concerned ?

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A. I don't remember; I guess it was.

Q. What became of that - did Miss Baker come into the bank and make demand on you for payment of this \$800.00 ?

A. Yes, sir.

Q. That was about what time prior to the 17th., of last July ?

A. I don't recall the date.

Q. It was prior to the filing of this bill ?

A. Yes, sir.

Q. Did you also have some conversation with Mr. Stapleton about it?

A. Yes.

Q/ And he requested you not to pay it to her ?

A. Yes.

Q. What was done with the money ?

A. We drew a cashier's check payable to Mrs. Stone, Clerk of the Court, and paid it to her.

Q. You paid it into court ?

A. Yes, sir.

Q. And at that time you employed me to file this bill of interpleader, did you not ?

A. Yes, sir.

* MR. BLACKBURN: I would like for the record to show that we have agreed that \$50.00 would be a reasonable attorney's fee to be paid to me for filing this bill.

CROSS EXAMINATION, by Mr. Brown:

Q. When did you state the money was paid into the bank ?

A. Mr. White - - if you will let me relate the story. Miss Baker came into the bank and demanded payment of \$800.00 that I knew nothing about of course at that time, and I conferred with Mr. White and Mr. White - it was a rather complicated matter - and we called Mr. Hamilton at Jasper, Alabama, and asked him about it, and he told us where we would find the entry where this account was set up in the reserve account by Mr. Hamilton who was the liquidating agent of the bank at that time.

Q. What did that record show ?

S. F. HOLMES. a witness for the complainant, having been first
duly and legally sworn, testified as follows:

DIRECT EXAMINATION, by Mr. Blackburn:

- Q. This Mr. S. F. Holmes ?
- A. Yes, sir.
- Q. Mr. Holmes, what is your connection with the Baldwin County Bank ?
- A. Vice-president and Cashier.
- Q. Did you occupy the same position on July 17th., of last year ?
- A. Yes, sir.
- Q. Mr. Holmes, you knew Miss Pearl G. Baker ?
- A. Yes, sir.
- Q. And knew her in July, '34 ?
- A. Yes, I only knew her when she came in the bank and introduced herself.
- Q. She is ~~over~~ ^{over} twenty-one years of age ?
- A. Yes, I would think so.
- Q. And she is a resident of Chicago, Illinois ?
- A. Yes, I assume she is.
- Q. You know Mr. W. D. Stapleton ?
- A. Yes, sir.
- Q. He is a resident of Baldwin County, Alabama, and over 21 ?
- A. Yes, sir.
- Q. In July, 1934, did the Baldwin County Bank have in its possession \$800.00 which was claimed by W. D. Stapleton and Miss Pearl Baker?
- A. Yes, sir.
- Q. Do you know of your own knowledge just how that money came into the bank's hands ?
- A. Only by what Mr. White told me.
- Q. There was with the money a letter, was there not ?
- A. I don't recall the letter.
- Q. I refer to this instrument here (handing witness letter) ?
- A. Well, this letter, I don't recall.
- Q. That was in the file in the bank with those papers ?

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

BALDWIN COUNTY BANK, A CORPORATION,
Complainant,
VS.
W. D. STAPLETON AND PEARL G. BAKER,
Respondents.
W. R. STUART,
Intervenor.

TRIED BEFORE THE HON. F. W. HARE, JUDGE PRESIDING:

A P P E A R A N C E S:

FOR THE COMPLAINANT:

HON. J. B. BLACKBURN, BAY MINETTE,

FOR THE RESPONDENT, PEARL G. BAKER:

HON. ORVIS M. BROWN, ROBERTSDALE,

FOR THE INTERVENOR:

HON. H. M. HALL, BAY MINETTE.

TRANSCRIPT OF THE EVIDENCE:

Q. It was received on May 22, 1931 ?

A. Yes.

Q. Says, "Will pay \$800.00 for four year turpentine lease on South half of Section 23 and 24, operations to start January, 1932, too late for operation to start now. Will pay cash on signing lease." ? That's a corret copy is it ?

A. Yes.

MR. BROWN: We introduce that.

NOTE: ~~Said~~ telegram is marked Exhibit 2 to testimony of Respondent, Pearl G. Baker.

copy ✓

Q. Did you also receive from the Baldwin County Bank on September 1th., this letter ?

A. I did.

Q. And he stated in that letter , Mr. Stapleton did, that he would send remittance covering turpentine lease - " 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"?

A. Yes.

Q. Did you send that ~~letter~~ ^{lease} to the bank (handing witness letter)?

A. I did; I have a receipt for it/

Q. Is this the ~~letter~~ ^{lease} which you sent a copy of ?

A. It is/

Q. This paragraph here states: "It is further understood and agreed that this lease is made with the understanding that the section above mentioned is subject to the 1927 and 1929 tax sawle" ?

Q. Yes.

W Mr. Stapleton knew when he accepted this lease it was sold for taxes ?

A. Yes.

Q. And he accepted it with that understanding ?

A. Yes.

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MR. BROWN: I would like to introduce this also.

NOTE: Said lease is marked Exhibit 3 to testimony of Respondent, Pearl G. Baker.

Q. Did you receive a letter from Mr. Stapleton stating that he had received the lease and that you could draw on him for the \$800.00 ?

A. I did.

Q. Is this the letter which you received ?

A. Yes.

Q. Here is a footnote in Mr. Stapleton's own handwriting ?

A. Yes.

Q. And he admits in his letter, he states he hadn't received it, and he writes: "Since writing above the copy of lease came in which seems to be O. K. If you will sign ~~xxxx~~ and draw on me for the \$800.00 I will prospect. W. D. S." ? That was W. D.

* Stapleton, the same man you sent the lease to ?

A. Absolutely.

MR. BROWN: We introduce that.

cut

NOTE: Said letter is marked Exhibit 4 to Testimony of Mrs. Pearl G. Baker, Respondent.

Q. Miss Baker, he stated that you mentioned taking care of the tax money from Mr. Ertzinger, did you send him a telegram, Chicago, Illinois, May 26th., 1931, stating: "Wiring you \$137.00 to pay 27th., my taxes on Twenty Eight Thirty on Section you wanted lease. Twenty nine paid by Plantation Company my agent. Mailing lease today your inspection. Appreciate honesty. Expect move office south. Turn business your way. Judge Humphries trying to get six hundred advertising fees for Plantation Company's twenty eight taxes. Not legal." Did you send that ?

A. I did.

MR. BROWN: We introduce that.

NOTE: Said telegram is marked Exhibit 5 to testimony of Pearl G. Baker.

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MR. BROWN: I would like to introduce this also.

NOTE: Said lease is marked Exhibit 3 to testimony of Respondent, Pearl G. Baker.

Q. Did you receive a letter from Mr. Stapleton stating that he had received the lease and that you could draw on him for the \$800.00 ?

A. I did.

Q. Is this the letter which you received ?

A. Yes.

Q. Here is a footnote in Mr. Stapleton's own handwriting ?

A. Yes.

Q. And he admits in his letter, he states he hadn't received it, and he writes: "Since writing above the copy of lease came in which seems to be O. K. If you will sign ~~and~~ and draw on me for the \$800.00 I will prospect. W. D. S." ? That was W. D. * Stapleton, the same man you sent the lease to ?

A. Absolutely.

MR. BROWN: We introduce that.

NOTE: Said letter is marked Exhibit 4 to Testimony of Mrs. Pearl G. Baker, Respondent.

Q. Miss Baker, he stated that you mentioned taking care of the tax money from Mr. Ertzinger, did you send him a telegram, Chicago, Illinois, May 26th., 1931, stating: "Wiring you \$137.00 to pay 27th., my taxes on Twenty Eight Thirty on Section you wanted lease. Twenty nine paid by Plantation Company my agent. Mailing lease today your inspection. Appreciate honesty. Expect move office south. Turn business your way. Judge Humphries trying to get six hundred advertising fees for Plantation Company's twenty eight taxes. Not legal." Did you send that ?

A. I did.

MR. BROWN: We introduce that.

NOTE: Said telegram is marked Exhibit 5 to testimony of Pearl G. Baker.

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Q. Did you receive this copy here in reply to that ?

A. I did.

Q. And Mr. Stapleton stated in that telegram: "I am handling yours and Southern Plantation Development Company taxes under terms of telegrams through State Auditor rather than Probate Judge. I have a stay of thirty days through my application. Am writing fully notify company" ?

A. Yes.

* MR. BROWN: We introduce that.

NOTE: Said telegram is marked Exhibit 6 to testimony of Respondent, Pearl G. Baker.

Q. Did you receive that also ?

A. Yes, sir.

Q. Did Mr. Stapleton take care of those taxes ?

A. He did not.

Q. And he permitted that to be sold to Mr. Ertzinger ?

A. From May to November---

Q. You stated also, Miss Baker, that on Mr. Stapleton's promise that he would take care of the taxes that you asked a refund of the \$137.00 which you had wired him, is this a copy of the letter you sent to the bank asking a return of the \$137.00 ?

A. Yes.

Q. Was that money returned at that time ?

A. It was not. I had to come down here for it to get it.

Q. And you received that money what date ?

A. It was between, I think, the 6th and 8th of November, 1934.

Q. Three years later than this letter ?

A. Yes.

Q. Did you receive this letter from Mr. W. D. Stapleton, President of the Baldwin County Bank ? (Handing witness letter)

A. I did.

Q. Mr. Stapleton stated in this letter, "This is to acknowledge receipt of your letter of the 2nd., in which you enclose your deed from William S. Harvey to the two half sections

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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 the document to W. D. Stapleton, kindly collect \$800.00, less your collection fee, 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". Upon delivery of this lease did you receive the \$800.00 ?

A. I never received a penny.

Q. Did you ever make demand on the bank for this money ?

A. Yes.

Q. Was that lease ever recorded and delivered to Mr. Stapleton ?

A. Yes.

Q. And it is recorded and this is the certified copy ?

A. Yes.

Q. Did you at anytime borrow any money from Mr. ^{Stuart} ~~Stapleton~~ on this lease ?

A. No.

Q. Or ever have any dealings with him ?

A. I never met Mr. Stuart.

Q. Did you receive this letter from the State Auditor of Alabama?

A. I did.

Q. This is a paragraph from the letter: "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 anyone 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." You received that letter from him?

A. Yes.

Q. And that's the one in reply to you stating you had thirty days extension from Mr. McGowan ?

A. It is.

Q. Did you write this letter to the Receiver of the Baldwin County Bank ?

A. I did.

Q. "On August 12th., I mailed to the Baldwin County Bank for collection a turpentine lease instructing the bank to collect \$800.00 less their collection fee for turning over a turpentine lease from myself to their president, W. D. Stapleton. upon payment of \$800.00 for same/ This 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 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." Did they send you this information ?

A. Yes.

Q. The liquidating agent ?

A. Yes.

Q. Did they send you this letter stating no record was found of the receipt of the turpentine lease ?

A. Yes.

Q. Did you send this letter to the Baldwin County Bank ?

A. Yes.

Q. You stated here in postscript "On November 10th, Attorney Heard wrote that the \$800.00 had been paid to the bank, so there must be some record of same. Will you kindly look further. I had possibly better write to the State officers who were there in November". You wrote that ?

A. I did.

Q. Did you get a reply to that or do you recall ?

A. I don't recall.

Q. And you stated you made your request on the bank again in July, 1934, for the \$800.00 ?

A. Yes.

cy 9

NOTE: Said letter is marked Exhibit 9 to testimony of Pearl G. Baker.

Q. Did he take care of that tax matter ~~taxman~~ for you ?

A. He did nothing.

Q. Did the Southern Plantation Development Company send this telegram to Judge Humphries ?

A. Yes.

* MR. BROWN: We introduce that.

cy 0

NOTE: Said telegram is marked Exhibit 10 to testimony of Pearl G. Baker.

Q. Did you send this telegram to Mr. Stapleton, President of the Baldwin County Bank (Handing witness telegram) ?

A. I did.

Q. You state in here that "Randolph McGowan, Bay Minette, applied to redeem all Company's land, Copy Auditors letter Montgomery used at top dated May 27. Envelope stamped left Bay Minette May 30th., redemption certificate states thirty days always allowed for redeeming from May 27th. Was your or McGowan's application received first at Montgomery." ?

A. Yes,

MRL BROWN: We introduce that.

NOTE: Said telegram is marked Exhibit 11 to testimony of Pearl G. Baker.

cy 11

Q. Did you get any reply on that or do you recall ?

A. Mr. Stapleton replied to it that McGowan was representing him.

Q. Whose application was considered first, Mr. McGowan's or Mr. Stapleton's ?

A. They said McGowan's was.

Q. Did you send this letter to the Baldwin County Bank at Bay Minette ?

A. I did.

Q. An exact copy of it ?

A. Yes.

Q. It reads: "Gentlemen: I am enclsoing turpentine contract

A. I did.

Q. "On August 12th., I mailed to the Baldwin County Bank for collection a turpentine lease instructing the bank to collect \$800.00 less their collection fee for turning over a turpentine lease from myself to their president, W. D. Stapleton. upon payment of \$800.00 for same/ This 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 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." Did they send you this information ?

A. Yes.

Q. The liquidating agent ?

A. Yes.

Q. Did they send you this letter stating no record was found of the receipt of the turpentine lease ?

A. Yes.

Q. Did you send this letter to the Baldwin County Bank ?

A. Yes.

Q. You stated here in postscript "On November 10th, Attorney Heard wrote that the \$800.00 had been paid to the bank, so there must be some record of same. Will you kindly look further. I had possibly better write to the State officers who were there in November". You wrote that ?

A. I did.

Q. Did you get a reply to that or do you recall ?

A. I don't recall.

Q. And you stated you made your request on the bank again in July, 1934, for the \$800.00 ?

A. Yes.

of land in Baldwin County. I am filing this tax deed for record. I also received the turpentine lease covering the timber on these two sections of land. I will let you hear from me further within the next day or two about this lease as I have not had time to look it over, for it came in today, and I have been out until about closing time. I will write you more fully Monday". In that letter he acknowledged receipt of the lease ?

A. Yes, that's the exact copy.

MR. BROWN: We introduce that.

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NOTE: Said letter is marked Exhibit 7 to testimony of Respondent Pearl G. Baker.

Q. This is a letter, Miss Baker, to C. N. Southers, did Mr. Southers turn that letter over to you ?

A. Yes.

Q. Mr. Stapleton says in this letter: "Miss Baker sent me the turpentine lease on some land which has been sold to Mr. Ertzinger. Now, that I have a turpentine lease on this, I am in position to clear the Ertzinger tax lien and shall proceed to do so at once. I will apply the \$137.95 sent me by Miss Baker towards the Ertzinger tax matter." That is the \$137.95 you sent to take care of the taxes ?

A. Yes.

Q. Upon the promise that he would take care of it ?

A. Absolutely.

MR. BROWN: We introduce that.

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NOTE: Said letter is marked Exhibit 8 to testimony of Pearl G. Baker.

Q. Did you receive this letter from Mr. Stapleton (Handing witness letter) ?

A. I did.

Q. Mr. Stapleton stated here he was handling this tax matter through Mr. Randolph McGowan ?

A. Yes.

MR. BROWN: We introduce this letter.

Q. Did they state the \$800.00 was there at that time ?

A. They said it had been placed in a separate account by the liquidating agent.

Q. Miss Baker, there has come up a question as to whether this lease was still being worked, do you know whether or not this lease was ever transferred to anybody else ?

A. Yes.

Q. It is a record of the Probate Court of this lease was transferred and being operated today ?

A. Yes.

Q. Do you know who is operating the lease today ?

A. Yes.

Q/ Who is ?

A. Emanuel Davison and Taylor---

Q. Ans this same lease has been transferred ?

A. Yes.

Q. And you have never received any consideration at all for this lease ?

A. Nothing at all.

Q. Mr. Ertzinger you state was the one that purchased this tax title in 2 '27 - did Mr. Ertzinger ever represent your company in this county ?

A. Yes, for a good many years.

Q. Did Mr. Ertzinger know this was a part of your lands ?

A. Yes.

Q. Was it customary for him to keep you posted about your land?

A. Yes.

GROSS EXAMINATION, by Mr. Hall:

Q. Now, Miss Baker, you had no correspondence with the Baldwin County Bank at all, did you ?

A. You mean in reply to my letters.

Q. Did you ever write a letter or did you ever receive a letter from the Baldwin County Bank prior to the execution of this lease ?

A. You mean what was in the letter ?

Q. No, ma'm, did you receive any letters from the Baldwin County Bank ?

A. There are a good many there.

Q. You mean from the Baldwin County Bank ?

A. Yes.

Q. Aren't all of those letters signed by W. D. Stapleton individually ?

A. Yes.

Q. None of them were~~xx~~ signed by the Baldwin County Bank ?

A. I don't recall.

Q. All of your dealings were with Mr. W. D. Stapleton, weren't they, Miss Baker ?

A. Yes.

Q. And not with the Baldwin County Bank ?

A. With the exception when I sent them the lease.

Q. Do you remember when you sent it - you remember this, Mr/ Stapleton's footnote ?

A. Yes.

Q/ About when did you receive that letter ?

A. I don't remember the date, but they generally came in the next day or two fater they were mailed.

Q. Did you then immediately forward the original lease to Mr. Stapleton ?

A. No, I was ill at the time and I didn't get it ready for him until quite a few days after.

Q. You don't recall the date you sent it, is that right ?

A. It was - it must have been between August 12th and the 22nd., I think.

Q. When were you sick, weren't you sick between the 12th and the 22nd ?

A. I was. The stenographer was in the office and would take dictation over the phone.

Q. Isn't it a fact that sometime earlier you sent the lease to Mr. Stapleton ?

A. A copy.

Q. Didn't you subsequent to sending this lease you later wrote a letter and put a footnote on it and told him you had been ill?

A. No doubt I did.

Q. At the time the lease was mailed down here who was in possession of those lands ?

A. I was.

Q. Wasn't Mr. Ertzinger or Mr. Thompson in possession ?

A. The State was.

Q. Didn't Mr. Ertzinger buy it from the State ?

A. Yes.

Q. And wasn't he in possession at that time ?

A. If you would say so.

Q. Don't you say so ?

A. No, I don't. I tried to pay the taxes and I have proof of it but they wouldn't accept mine, but they accepted his.

Q. And conveyed to him ?

A. nYes.

Q. And that was before the lease was mailed to Mr. Stapleton ?

A. I think so.

Q. Don't you know as a matter of fact that Mr. Ertzinger or Mr. Thompson ^{warned} ~~said~~ Mr. Stapleton to stay off that land ?

A. I don't recall that.

Q. Mr. Stapleton didn't go in possession of it under your lease, did he ?

A. All the neighbors there reported he did.

Q. Didn't he buy a deed from Mr. Thompson ?

A. The records will show.

Q. You know that to be a fact, don't you ?

A. He transferred his lease ~~again~~, I know.

Q. I didn't ask that. Don't you know as a matter of fact, having examined the records, that Mr. Stapleton bought the title to this property in question from Mr. Thompson ?

A. Yes.

Q. That's a fact, isn't it ?

A. Yes.

Q. And isn't it a fact that Mr. Stapleton worked that timber under the deed from Mr. Thompson, that's right, isn't it ?

A. I think so.

Q. Mr. Stapleton then never did work the timber under your lease, did he ?

A. I wouldn't say that.

Q. You didn't have any title to it at the time the lease was executed, did you ?

A. I wouldn't say so.

Q. Wasn't it in the State or Mr. Ertzinger or Mr. Thompson at the time you executed the lease to Mr. Stapleton ?

A. The State had taken my taxes for 1929.

Q. It was sold though, wasn't it ?

A. Yes.

Q. And Mr. Ertzinger was your representative here ?

A. I won't say he was at that time. He has represented us.

Q. But this land was sold to the State of Alabama ?

A. Yes.

Q. That included these two half sections ?

A. Yes/

Q. You mentioned something about taxes here. Isn't it a fact you were corresponding with Mr. Stapleton about or relative to your entire holdings here ?

A. Yes.

Q. And several of these telegrams and letters were with reference to the lands owned by you or by the Southern Plantation Development Company ?

A. Yes.

Q. Your telegrams and your letters did not refer to any land other than that owned by you ~~xxx~~ or the Southern Plantation Development Company ?

A. Yes, they do.

Q. What land was that ?

A. South half of Sections 23 and 24.

Q. Did you ever have any title to those two half sections ?

A. Yes.

Q. Who owned the legal title to them ?

A. I did.

Q. Who executed the lease ?

A. I did.

Q/ What is your name ?

A. Gracie P. Baker.

Q. Who is Pearl G. Baker ?

A. It's the same. Gracie and Pearl Baker are the same. I just prefer to be called Pearl.

Q. Sometime you sign your name Gracie P. but your name is Pearl, is that right ?

A. My commission was under P. G. I didn't sign my name for the company, they preferred to use my initials. I have always been called Pearl.

Q. All of your correspondence with Mr. Stapleton was as Pearl G. Baker ?

A. Yes.

Q. You have filed no claim against the Baldwin County Bank, have you ?

A. I have made demand on them for my money.

Q. Have you made any formal claim by way of suit or otherwise ?

A. No.

Q. Did you file any claim against the Baldwin County Bank while it was in liquidation ?

A. Nothing but the correspondence.

Q. You did not file a formal claim ?

A. No, I don't recall that I did.

Q. Don't you know as a matter of fact, Miss Baker, you did not file a claim with the liquidating agent ?

A. No.

Q. You did not ?

A. No.

Q. Dont you know as a matter of fact that any claim on your part is barred as against the Baldwin County Bank or the Baldwin County Bank in liquidation ?

A. I do not.

Q. Do you know whose money that was that was put there ?

A. It was supposed to be Mr. Stapleton's. He said he would honor any draft I might draw.

Q. The draft wasn't honored ?

A. I didn't draw on him.

Q. And you didn't draw on the bank ?

A. I wrote them to send me the money.

Q. But you didn't draw the draft M

A. No.

Q. And the only correspondence you had with the bank was to write them to send you the \$800.00 less their commission ?

A. Yes.

Q. And that was just in the form of a letter ?

A., Yes.

Q. The matter of your lease was just a personal matter between you and Mr. W. D. Stapleton, wasn't it ?

A. Yes, it was a personal matter between us.

Q. And any claim you have is against Mr. W. D. Stapleton, isn't it?

A. Well, I wouldn't say that. I should think the bank had something to do with it because they didn't turn the money over to me.

Q. You are claiming this money against Mr. W. D. Stapleton personally, aren't you, as a collection, and not against the Bank ?

MR. BROWN: We object to that question.

Q. Is that not a fact, Miss Baker ?

A. I don't know.

Q. Well, you are claiming this money as due you by Mr. W. D. Stapleton, are you not ?

A. Stapleton was supposed to put it in the bank and the bank was

supposed to deliver it to me.

Q. Have you a letter from the Baldwin County Bank stating they would deliver it to you ?

A. No.

Q. In fact you never did receive a letter from the Baldwin County Bank, did you ?

A. They didn't answer my letters.

Q. The Baldwin County Bank never did at anytime admit any liability on this claim of yours, did they ?

A. They redeipted for my lease.

Q. I say did they acknowledge any liability in the form of a letter or otherwise ?

A. They receipted for it.

Q. You say they receipted ?

A. Yes.

Q. With that lease there was no draft, was it ?

A. No, I didn't draw any draft.

* RE DIRECT EXAMINATION, by Mr. Brown:

Q. Miss Baker, they stated whether or not your claim was against the bank or Mr. Stapleton. You delivered that lease to the bank in escrow and when Mr. Stapleton paid that mensey to the bank the bank was to deliver the lease, was that correct ?

A. Yes, that's correct.

Q. Did the bank deliver the lease to Mr. Stapleton ?

A. Yes, they delivered it to him.

Q. And the bank is liable to you for the \$800.00 ?

A. Yes, I think so.

Q. And the consideration has been paid to the bank and they now have the \$800.00 ?

A. Yes.

Q. They stated to you did you make a formal demand, you did write the bank concerning this \$800.00 ?

A. Yes, I wrote to them.

Q. They stated also was the title in you at the time you leased it ?

A. Yes.

Q. You had a warranty deed in escrow from Mr. Harvey at that time, didn't you ?

A. Yes.

Q. This lease stated that it was subject to that tax sale ?

A. Yes.

Q. And he stated - he knew it was sold for taxes ?

A. Yes, he knew it.

Q. And he accepted it ?

A. Yes.

Q. On this certified copy the Judge of Probate says this lease has been transferred ?

A. Yes.

Q. They asked if this lease was operated today ?

A. Yes.

Q. The record on down shows it was transferred May 5, 1931, in Book 51, page 145 from Ertzinger - it doesn't say who all here, I have neglected to put it in. The next transfer was to C. A. Thompson, that was in August, '31. The next one November 31, C. A. Thompson to Randolph McGowan; next one, February, '33, Randolph McGowan gave a warranty deed to J. H. Green and Emanuel Davison, and the warranted the turpentine rights and all other rights for \$1000.00. Green and Davison gave a trust deed - I dont state who to here, but its recorded in Mortgage Book 55, page 46-49. Then In January, 1933, W. D. Stapleton quit claimed to Randolph McGowan. January, 1933, the Lurton Company, Pensacola, Fla., quit claimed to Randolph McGowan.

FRED W. BROWN, a witness for the respøndent, Pearl G. Baker, being first duly and legally sworn, testified as follows:

DIRECT EXAMINATION, by Mr. Brown:

Q. This is Fred W. Brown ?

A. Yes, sir.

Q. Mr. Brown, on or about November, 1931, did you come to Mobile with Miss Baker ?

A. Yes sir.

Q. Did you make a trip to Bay Minette with Miss Baker ?

A. I did.

Q. On those trips to May Minette were you present when she made demand for the return of the lease or the payment of \$800.00 paid for the lease to the Baldwin County Bank ?

A. The object of our visit was three fold, to take up with Mr. Stapleton what progress he had made on a loan he was promising to make for the company Miss Baker was representing, to re-possess \$137.00 she had sent for him to use to protect her interests, and to ask for the lease or the \$800.00 which the bank was supposed to collect for her.

Q. Who did you meet when you came into the bank ?

A. I met Mr. Stapleton.

Q. What did he say to you ?

A. He hardly waited for us to introduce the tax matter himself, and invited us into the private room. He wanted to know how Miss Baker wanted - if she wanted all cash for the \$137.00, or leave a part there, and ~~xxx~~ I advised her to take the \$37.00 in money and to accept a cashier's check for the \$100.00.

Q. Did she do this ?

A/ Yes.

Q. Now, Mr. Brown, this \$137.00 was just a return of the money which she had sent to clear up the tax matter ?

A. Yes, a number of months before.

Q. Did Miss Baker ask Mr. Stapleton had he settled with Mr. Ertzinger for the tax deed matter ?

A. She asked him for the payment or return - I beg your pardon - she asked him then for the \$800.00 and he said he was very busy and would ~~xxx~~ we come back. We did so in a short time and he said he was too busy to take up the loan or the other money, and she asked what about Mr. Ertzinger having the title and he said that was a minor matter, and said we could brush him off for \$50.00.

Q. That he would settle for \$50.00 ?

A. Yes, that's what he meant.

Q. Do you know how much Mr. Ertzinger paid in on that ?

A. Only what appears on the record. I think it was \$42.00 that he had paid for a certificate. Then afterwards he paid two hundred and something for a tax deed.

Q. That was the total cost ?

A/ Yes.

Q. Well, did Miss Baker after she demanded the \$800.00 pr the lease, did she come and check the records to see if the lease was recorded ?

A. Yes, we come over there. All was very pleasant. We found that lease had been taken from the bank very soon after it was sent to the bank, notwithstanding the bank had taken it to be delivered to Mr. Stapleton upon the payment of the \$800.00. Then I told her to go back and demand the certificate or draft that she had taken to be paid in money, because I didn't think it wise to leave any money in charge of anyone who had gone so far astray.

Q. Did you get the money at that time ?

A. The \$100.00 ?

Q. Yes, sir ?

A. The \$100.00 was paid. Mr. Stapleton was there at the time and he didn't look so pleasant, and he told the assistant cashier to pay it, and walked off without saying anything further to Miss Baker.

Q. Then you all made another trip back in 1934, didn't you ?

A. The second day of July, yes.

Q. Who did you meet on that trip ?

A. Mr. Holmes, a very pleasant gentleman.

Q. Did you make a formal demand on him ?

A. We asked him about it and he was surprised and knew nothing of it, and he said: "Why, I know nothing of it", and someone who was working on the books at the desk - I don't remember

his name - told him "Yes", and Mr. Holmes walked to him and he said to us, "Will you give me half an hour please and come back so that I can look into it", and of course we did, and we went out and got lunch and in a reasonable time we came back.

Q. What did he tell you when he came back ?

A. He said: Yes, the money is here", and says, "The assistant cashier tells me that it was kicked around and never put in the vault for a long time and no attention paid to it, and finally it was passed into the reserve account.

Q. Did he state the purpose of placing this \$800.00 in the reserve account ?

A. I don't think so; I don't remember.

Q. Did he at that time call Mr. Hamilton at Jasper ?

A. Yes.

Q. What was the nature of the conversation with Mr. Hamilton?

A. He said he remembered the case very well and that the money was placed on deposit before the new bank charter was out.

Q. And this \$800.00 was put on reserve to take care of this lease?

A. It was supposed to be so. From the nature of Holmes' talk I judged so. I didn't see the papers.

Q. You came back and made demand of the \$800.00 - was Mr. Beebe there ?

A. Not that I know of. He asked if we would see Attorney Beebe who represented Mr. Stapleton and we told him no, we didn't care to introduce any attorney into the matter because we felt it was a just straight piece of banking.

Q. And the bank called in Mr. Blackburn, didn't it ?

A. Yes, he asked if we would talk to Mr. Blackburn and we told him "Yes, certainly we would", and Mr. Blackburn came to the bank and we talked with him and made the demand, and he said "You want the money now or nothing", and we said "Yes, we demand the whole \$800.00 at once." He said, "Under the circumstances I will be obliged to advise the bank not to pay it", but says, "Our bank directors are to meet Monday evening

and I will take the matter up with them and I will look into the case in the meantime and will let you know at the hotel in Mobile not later than Tuesday."

Q. What was the nature of the report that he gave you at that time?

A. No report came at all until Mr. Coley, the attorney, put a telephone call to Mr. Blackburn, and Mr. Blackburn talked with Mr. Coley. Mr. Coley reported to us that Mr. Blackburn had authorized the bank or advised the bank to deposit the money with the court.

Q. And that's where the money is now ?

A. Yes, and Mr. Coley turned to us and said, "I didn't think there was any authority for doing that, and Mr. Blackburn told him over the phone , so I was told, to look up a certain section in the code which Mr. Coley did. and seemed much surprised, and then promised to take up the matter actively with Mr. Blackburn.

Q. Now, Mr. Brown, whenever you were here on that trip did you talk with Mr. Ertzinger ?

A. Yes.

Q. What did he tell you in that conversation ?

A. He told me he had bought the tax title in 1928 for the '27 taxes. It was then in the name of W. S. Harvey, although it had been deeded to Miss Baker. He had prior to that asked Miss Baker to pay him a dollar an acre to release it and she had declined , but at this time I was looking up the records and he said he hadn't kept the piece but a short time. He had not held the deed but a short time because a gentleman by the name of Thompson, who was one of the officers of the same bank Mr. Stapleton was in, had supplied the money to pay to the State to purchase the tax title.

Q. And he just purchased this as a favor, or did he sell for a profit ?

A. I don't remember that he said it in those words, but he inferred that, that he had practically acted as agent for the bank.

CROSS EXAMINATION, by Mr. Hall:

- Q. When were you first here, Mr. Brown ?
- A. Along early in November, about the sixth, I believe, 1931.
- Q. You came here to collect \$137.00, didn't you ?
- A. That was just a portion.
- Q. And you got it ?
- A. Yes.
- Q. You have been with Miss Baker for a number of years, haven't you, in a business way ?
- A. Miss Baker and I have been associated a number of years.
- Q. You kept up with the business transactions of Miss Baker and the Southern Plantation Development Company, did you not ?
- A. Not particularly, but in general I did.
- Q. Did you keep up with this tax matter down here for her ?
- A. No.
- Q. You didn't have anything to do with it ?
- A. My first introduction to it was in '31.
- Q. You have looked over all the correspondence in this matter, have you ?
- A. Yes.
- Q. And the entire correspondence is with W. D. Stapleton personally, is it not ?
- A. So far as it has been presented to me.
- Q. And that's all the correspondence she had ?
- A. I can't say that.
- Q. Well, you notice that all of it is with W. D. Stapleton personally, don't you ?
- A. Yes, concerning the lease.
- Q. Do you know anything about the transaction involving this turpentine lease. of your own knowledge ?
- A. This original lease ?
- Q. Yes ?
- A. No.
- Q. You dont know wa whom that lease was sent, do you, of your own personal knowledge ?

A. Yes, I know from contact with Mr. Southers and Mr. Baker and the file of the office.

Q. It was sent to Mr. Stapleton, wasn't it ?

A. It was not. It was sent direct to the bank to be collected and turned over.

Q. The Baldwin County Bank went into liquidation, didn't it ?

A. Yes.

Q. Do you know when ?

A. No, I don't know exactly when it was.

Q. It was the early part of '32, wasn't it ?

A. I think they were expecting it at that time.

Q. Did you or Miss Baker file a formal claim with the State Banking Department ?

A. It wasn't necessary because Miss Baker wrote--

Q. I just asked you - you did not file a claim, did you ?

A. Yes, we filed a claim.

Q. Formal claim ?

A. I don't know what you call a formal claim. We wrote a letter. That was formal enough, I think.

Q. The bank was in liquidation at that time, wasn't it ?

A. The letter was written to the liquidating agent who reported there was nothing on the books to show they received that.

Q. And he also told you there was no account there in the name of Miss Baker, didn't he ?

A. Yes.

Q., It is a fact that no money was ever deposited to Miss Baker's account at the Baldwin County Bank is it not ?

A. I haven't any knowledge of that.

Q. So far as you know it was never done ?

A. I don't know.

Q. Now, you say the lease was forwarded down here. Who sent that lease down here ?

A. That was sent from the office. Miss Baker performed all the clerical work.

A. Individually, yes.

Q. With whom did you deal ?

A. Miss Baker.

Q. How did you secure that lease, was it mailed to you or delivered to you ?

A. Yes, sir.

Q. Did you handle the correspondence involving drafts and collections ?

A. Yes, sir.

Q. Did any draft ever come in from Miss Baker for \$800.00 to cover this lease ?

A. No, sir.

Q. Did the Baldwin County Bank ever receive the original of this letter you examined here a moment ago so far as you know ?

A. Not so far as I know.

Q. You haven't seen that letter until today ?

A. No, sir.

Q. You are positive that the lease was not transmitted with this letter ?

A. Yes, sir.

Q. But it came in a personal letter addressed to you and in your own name, and not the Baldwin County Bank ?

A. Yes, sir.

GROSS EXAMINATION, by Mr. Brown:

Q. You mean to testify that the postoffice department has forged the signature of Mr. Hall there ?

A. I don't say that.

Q. You deny receiving this letter with the lease in it ?

A. Yes.

Q. Mr. Stapleton, you stated also that the bank and you neither one was indebted to Miss Baker, who is indebted to Miss Baker for that \$800.00 ?

A. I don't know.

Q. You recorded the lease, what become of the \$800.00 ?

A. The lease was sent to me.

Q. The letter shows that it was sent to the Baldwin County Bank. What become of the \$800.00 ? You paid the \$800.00 into the bank, didn't you ?

A. No, sir.

Q.

A. Yes, I know from contact with Mr. Southers and Mr. Baker and the file of the office.

Q. It was sent to Mr. Stapleton, wasn't it ?

A. It was not. It was sent direct to the bank to be collected and turned over.

Q. The Baldwin County Bank went into liquidation, didn't it ?

A. Yes.

Q. Do you know when ?

A. No, I don't know exactly when it was.

Q. It was the early part of '32, wasn't it ?

A. I think they were expecting it at that time.

Q. Did you or Miss Baker file a formal claim with the State Banking Department ?

A. It wasn't necessary because Miss Baker wrote--

Q. I just asked you - you did not file a claim, did you .

A. Yes, we filed a claim.

Q. Formal claim ?

A. I don't know what you call a formal claim. We wrote a letter. That was formal enough, I think.

Q. The bank was in liquidation at that time, wasn't it ?

A. The letter was written to the liquidating agent who reported there was nothing on the books to show they received that.

Q. And he also told you there was no account there in the name of Miss Baker, didn't he ?

A. Yes.

Q., It is a fact that no money was ever deposited to Miss Baker's account at the Baldwin County Bank is it not ?

A. I haven't any knowledge of that.

Q. So far as you know it was never done ?

A. I don't know.

Q. Now, you say the lease was forwarded down here. Who sent that lease down here ?

A. That was sent from the office. Miss Baker performed all the clerical work.

- Q. Isn't it a fact that Mr. Sothers sent that lease ?
- A. I dont - I couldn't tell you.
- Q. Don't you know as a matter of fact on August 31 Mr. Stapleton individually wrote to Mr. Sothers that he had received this lease ?
- A. I don't know.
- Q. You recognize this letter, don't you ? That's signed by W. D. Stapleton isn't it ?
- A. Yes.
- Q. Now, Mr. Sothers was there in the office, wasn't he ?
- A. Mr. Sothers was president of the company.
- Q. Do you know Mr. Sothers' signature ?
- A. Yes.
- Q. Is that it ?
- A. Yes.
- Q. That letter was written to Mr. Stapleton, wasn't it ?
- A. Yes.

MR. BROWN: WE REST.

W. D. STAPLETON? one of the respondents, being first duly and legally sworn, testified as follows:

DIRECT EXAMINATION, by Mr. Hall:

- Q. This is W. D. Stapleton ?
- A. Yes, sir.
- Q. You know Miss Baker here ?
- A. Yes, I know her.
- Q. You heard the testimony relative to the turpentine lease - you secured that lease, did you ?
- A. Yes.
- Q. How, individually ?
- A. Individually, yes.
- Q. With whom did you deal ?
- A. Miss Baker.
- Q. How did you secure that lease, was it mailed to you or delivered to you ?

Q. How did you get the lease without paying the \$800.00 ?

A. Because it was sent to me.

Q. Have you the letter which accompanied the lease ?

A. No. Its in the file somewhere, I presume.

Q. You admit receiving the lease, don't you ?

A. Yes, I admit receiving the lease personally.

Q. And you admit the bank had the \$800.00 with which to pay on this lease ?

A. No.

Q. You are not filing a claim for that \$800.00, are you ?

A. No, I haven't filed any claim for the \$800.00. It doesn't belong to me.

Q. Who is claiming the \$800.00 ?

A. Mr. Stuart, the man it belongs to.

Q. How do you state Mr. Stuart got a claim for the \$800.00 ?

A. Well, he put it up in the bank or gave it to Mr. Beebe to put up in the bank to indemnify the bank.

Q. Why did Mr. Stuart do this ?

A. Because I asked him to, that is, Mr. Beebe said they needed some money over there to protect the bank, and I arranged with Mr. Stuart to do it.

Q. Why did Mr. Beebe think they needed \$800.00 to protect the bank?

A. I don't know.

Q. Mr. Beebe realized the bank was responsible for this \$800.00, didn't he ?

A. I don't know what Mr. Beebe realized.

Q. He advised you to get this \$800.00 ?

A. Well, he wanted the bank protected over there in case of suit.

Q. Didn't Mr. Beebe tell you that you were liable for that \$800.00?

A. No, he didn't tell me that.

Q. Mr. Stapleton, you said I believe you were forbidden to go on the premises, you transferred this lease to someone else on page 326, New Series Volume 53, you sold that, didn't you ?

A. I sold - I gave a deed to it.

Q. There is some controversy about whether that is individually between you and the bank, does the bank permit you to use their stationery for individual correspondence ?

A. Yes.

Q. Have you any records, Mr. Stapleton, showing there you borrowed this \$800.00 from Mr. Stuart ?

A/ No.

Q. No records or no security or nothing. Mr. Stapleton, didn't Miss Baker make several demands on you for the \$800.00 ?

A. I dont think so.

Q. Never asked you for it at all ? Didn't you write that letter to Miss Baker and sign at the bottom of it in your own handwriting that she could draw on you for the \$800.00, that you received the lease and it was O. K. ?

A. Let's see the letter. She was to protect the land from the taxes and I was to take up the lease, but she never did.

Q. Didn't you tell Miss Baker you would take care of that tax business ?

A. No, sir.

Q. When you accepted this lease there was a clause in there saying it was subject to that tax sale ?

A/ The land was to be ~~clear~~ cleared of taxes.

Q. But you accepted the lease subject to that tax sale ?

A. ~~It~~ I didn't.

Q. Well, the clause says so ?

A. I don't care about that. You see, I worked that under the deed and not under the lease.

Q. In your correspondence with Miss Baker didn't you state that you would take care of this with the balance of the Southern Plantation Development Company's through Mr. McGowan in Montgomery ?

A. She tried to get me to pay her taxes on all her lands, and I checked it and it was around \$7900(?) and it was in such a mess that I wouldn't go through with it.

- Q. Isn't it a fact that Mr. Sothers sent that lease ?
- A. I dont - I couldn't tell you.
- Q. Don't you know as a matter of fact on August 31 Mr. Stapleton individually wrote to Mr. Sothers that he had received this lease ?
- A. I don't know.
- Q. You recognize this letter, don't you ? That's signed by W. D. Stapleton isn't it ?
- A. Yes.
- Q. Now, Mr. Sothers was there in the office, wasn't he ?
- A. Mr. Sothers was president of the company.
- Q. Do you know Mr. Sothers' signature ?
- A. Yes.
- Q. Is that it ?
- A. Yes.
- Q. That letter was written to Mr. Stapleton, wasn't it ?
- A. Yes.

MR. BROWN: WE REST.

W. D. STAPLETON, one of the respondents, being first duly and legally sworn, testified as follows:

DIRECT EXAMINATION, by Mr. Hall:

- Q. This is W. D. Stapleton ?
- A. Yes, sir.
- Q. You know Miss Baker here ?
- A. Yes, I know her.
- Q. You heard the testimony relative to the turpentine lease - you secured that lease, did you ?
- A. Yes.
- Q. How, individually ?
- A. Individually, yes.
- Q. With whom did you deal ?
- A. Miss Baker.
- Q. How did you secure that lease, was it mailed to you or delivered to you ?

A. It was mailed to me.

Q1 To whom was it mailed ?

A. It was mailed to me.

Q. How was it mailed ?

A. It was mailed in the regular mail.

Q. Was there anything attached to it ?

A. No, sir.

Q. Was there a draft attached to that lease ?

A. There was not.

Q. Was that lease sent to the Baldwin County Bank ?

A. No, it was not. The lease was sent to me personally.

Q. Did that lease ever come into the hands of the Baldwin County Bank ?

A. No, sir.

Q. What was the consideration to be paid for that lease ?

A. \$800.00.

Q. At that time was there an agreement between you and Miss Baker as to the taxes on her lands ?

A. Yes, sir.

Q. ^{To} ~~Did you~~ handle those tax matters for her ?

A. Yes, sir.

Q. And you went into that for her ?

A. Yes, sir.

Q. On this particular land did you attempt to exercise your rights under that lease ?

A. No, sir.

Q. What did you find out about the title to it ?

A. I found the title had been out of her through a tax sale.

Q. In whom was it at that time ?

A. Thompson.

Q. Did you make inquiry of anyone about the land, about your rights or anything ?

A. What do you mean ?

Q. Didn't you find that you couldn't go on there ?

A. Yes, we went to go on there and we were forbidden by Ertzinger and Thompson from going on there.

Q. Later on did you acquire title to that land ?

A. Yes, from Thompson.

Q. At this time are you indebted to Miss Baker in any amount ?

A. No, sir, I am not.

Q. That \$800.00, whose money was that ?

A. Mr. Ramsey Stuart's.

Q. Who left it with the Baldwin County Bank ?

A. Mr. Stuart or Mr. Beebe one, I don't know which now.

Q. Do you know for what purpose that money was left there ?

A. It was left there to protect the bank against any claim which Miss Baker might have against the bank.

Q. Was there any relationship between Miss Baker and the Baldwin County Bank at that time as a result of this lease ?

A. Not that I know of;

Q. Well, there was none, was it ?

A. No, sir.

Q. The bank under the lease was under no obligation to Miss Baker, was it ?

A. None at all.

Q. They have introduced this letter, and I want you to look at it. Mr. Stapleton, to whom is that letter addressed ?

A. The Baldwin County Bank.

Q. Did that letter come with the lease ?

A. No, sir, it didn't come with the lease.

Q. To whom was the letter addressed with the lease ?

A. It was addressed to me.

Q. Personally ?

A. Personally, yes, sir.

Q. The letter that the lease came in was not registered ?

A. No, sir.

Q. You were there president of the Baldwin County Bank at that time and until it closed ?

- Q. How did you get the lease without paying the \$800.00 ?
- A. Because it was sent to me.
- Q. Have you the letter which accompanied the lease ?
- A. No. Its in the file somewhere, I presume.
- Q. You admit receiving the lease, don't you ?
- A. Yes, I admit receiving the lease personally.
- Q. And you admit the bank had the \$800.00 with which to pay on this lease ?
- A. No.
- Q. You are not filing a claim for that \$800.00, are you ?
- A. No, I haven't filed any claim for the \$800.00. It doesn't belong to me.
- Q. Who is claiming the \$800.00 ?
- A. Mr. Stuart, the man it belongs to.
- Q. How do you state Mr. Stuart got a claim for the \$800.00 ?
- A. Well, he put it up in the bank or gave it to Mr. Beebe to put up in the bank to indemnify the bank.
- Q. Why did Mr. Stuart do this ?
- A. Because I asked him to, that is, Mr. Beebe said they needed some money over there to protect the bank, and I arranged with Mr. Stuart to do it.
- Q. Why did Mr. Beebe think they needed \$800.00 to protect the bank?
- A. I don't know.
- Q. Mr. Beebe realized the bank was responsible for this \$800.00, didn't he ?
- A. I don't know what Mr. Beebe realized.
- Q. He advised you to get this \$800.00 ?
- A. Well, he wanted the bank protected over there in case of suit.
- Q. Didn't Mr. Beebe tell you that you were liable for that \$800.00?
- A. No, he didn't tell me that.
- Q. Mr. Stapleton, you said I believe you were forbidden to go on the premises, you transferred this lease to someone else on page 326, New Series Volume 53, you sold that, didn't you ?
- A. I sold - I gave a deed to it.

- A. No, sir.
- THE COURT: He is dead, Mr. Brown.
- Q. Did you receive the deed also for that 640 acres of land from Miss Baker ?
- A. I dont remember about that.
- Q. You dont recall about the 640 acres of land ?
- A. N
o

- Q. There is some controversy about whether that is individually between you and the bank, does the bank permit you to use their stationery for individual correspondence ?
- A. Yes.
- Q. Have you any records, Mr. Stapleton, showing there you borrowed this \$800.00 from Mr. Stuart ?
- A/ No.
- Q. No records or no security or nothing. Mr. Stapleton, didn't Miss Baker make several demands on you for the \$800.00 ?
- A. I dont think so.
- Q. Never asked you for it at all ? Didn't you write that letter to Miss Baker and sign at the bottom of it in your own handwriting that she could draw on you for the \$800.00, that you received the lease and it was O. K. ?
- A. Let's see the letter. She was to protect the land from the taxes and I was to take up the lease, but she never did.
- Q. Didn't you tell Miss Baker you would take care of that tax business ?
- A. No, sir.
- Q. When you accepted this lease there was a clause in there saying it was subject to that tax sale ?
- A/ The land was to be ~~clear~~ cleared of taxes.
- Q. But you accepted the lease subject to that tax sale ?
- A. ~~It~~ I didn't.
- Q. Well, the clause says so ?
- A. I don't care about that. You see, I worked that under the deed and not under the lease.
- Q. In your correspondence with Miss Baker didn't you state that you would take care of this with the balance of the Southern Plantation Development Company's through Mr. McGowan in Montgomery ?
- A. She tried to get me to pay her taxes on all her lands, and I checked it and it was around \$7900(?) and it was in such a mess that I wouldn't go through with it.

Q. But you are guaranteed the turpentine rights on that deed. When you made a transfer of that lease - the record shows you transferred the lease ?

A. The record shows I gave a deed to it.

Q. The record shows you transferred that lease ?

A. I don't know whether the record shows that or not.

Q. It's right on the side of it - that's a certified copy - this shows it was transferred ?

A. Well, I reckon it was then.

Q. Who got the consideration for the transfer, Mr. Stapleton ?

A. I don't know that there was any consideration. I got the consideration for the deed.

Q. The lease was transferred, who got that ?

A. I don't know there was any consideration passed for the lease.

Q. You stated, Mr. Stapleton, the letter wasn't registered the lease came in, have you got a copy of that letter ?

A. No, I haven't got a copy of any of the letters. It was left in the bank.

Q. We are assuming and taking for granted that lease went to the bank, how did you get the lease from the bank ?

A. I told you the lease came to me.

Q. But the letter was to the contrary ?

A. I can't help about the letter.

Q. Who was Mr. O. C. Hallix ?

A. He was cashier of the bank.

Q. Is he here now ?

A. No, sir.

Q. Is he in Bay Minette ?

A. No, sir.

THE COURT: He is dead, Mr. Brown.

Q. Did you receive the deed also for that 640 acres of land from Miss Baker ?

A. I dont remember about that.

Q. You dont recall about the 640 acres of land ?

A. No

- Q. But you promised to take care of this matter with Mr. McGowan, didn't you ?
- A. No, sir.
- Q. Your correspondence shows that, doesn't it ?
- A. I don't think so.
- Q. Didn't you receive the \$137.00 from Miss Baker to take care of that taxes ?
- A. Not on that. That was on another matter altogether.
- Q. What piece was that on ?
- A. I don't know. She sent money here on several pieces, and I came to the courthouse three or four times.
- Q. Says: "Wiring you \$137.00 to pay twenty seventh my taxes for Twenty eight Thirty on section you wanted lease. Twenty nine paid by plantation company my agent. Mailing lease today for your inspection. Appreciate honesty. Expect to move office south. Turn business your way. Humphries trying to get six hundred advertising fees for plantation company's twenty eight taxes. Not legal." Didn't you receive that telegram?
- A. I might have received that, but that didn't take care of the taxes.
- Q. Wasn't the taxes at that time \$42.00 and some cents ?
- A. No.
- Q. Just on this section of land you were leasing ?
- A. No, in fact when she sent that \$137.00 the title was already in Ertzinger.
- Q. The deed was in Ertzinger at the time the lease--?
- A. That's the reason I couldn't use the \$137.00.
- Q/ Didn't you state in your letter to Mr. Southers of August 31, 1931, "I will apply the \$137.00 sent me by Miss Baker towards the Ertzinger tax matter-?"
- A. Yes, sir.
- Q. And you were going to take care of that tax matter for Miss Baker in order to clear up that lease, is that correct ?
- A. She was to clear up the lease out of the amount due on that

lease. For the \$800.00 I was to get a good clear lease, and she couldn't do it, and I had to buy the title to it. I couldn't get a good title under the lease.

Q. I believe you said you dont know whether or not you signed the registered card for the lease when it came in ?

A. No, I didn't. That lease came in a straight letter to me, and I didn't have to sign anything.

Q. And you are willing to take oath that lease wasn't sent to the bank as that letter here shows ?

A. Yes.

Q. Mr. Stapleton, was Mr. Heard representing you at this time?

A. Which time ?

Q. November, 1931 ?

A. I dont think so. I dont remember about that, I couldn't say.

Q. Mr. Rickarby, I believe got in touch with the bank here and it was referred to Mr. Heard. See if you dont recall this letter. You dont know whether or not Mr. Heard ever sent a letter like that to Mr. Rickarby at Robertsdales ?

A. No, I don't know whether he did or not.

Q. You wouldn't say he didn't ?

A. I couldn't say; I don't know whther he did or not.

Q. Would you say Mr. Heard made a correct statement when he said you paid in \$800.00 in November, 1931 .

A. He didn't if he said I paid it in.

Q. It was not correct ?

A. No.

Q. But you admit you paid the money in whenever the bank reopened to idemnify the bank of this claim ?

A. No.

Q. Why do you say that was paid in ?

A. I said Mr. Stuart or Mr. Beebe put it in there. I don't know which one, I think Mr. Beebe did.

Q. They put it in there of their own accord ?

A. Mr. Beebe was representing the bank and he put it in there.

- Q. You authorized Mr. Beebe to put that money in there, didn't you?
- A. He put it in there over my protest. I didn't think there was any reason for doing it.
- Q. Did you ever pay for that lease ?
- A. I bought the land.
- Q. Did you ever pay Miss Baker for this lease you had recorded ?
- A. No, I did not.
- RE DIRECT EXAMINATION, by Mr. Hall:
- Q. You never worked the timber under that lease, did you ?
- A. No, sir.
- Q. Now, at the time Mr. Beebe deposited that money with the bank who was representing the banking department ?
- A. Mr. Beebe.
- Q. Who was liquidating agent ?
- A. Mr. A. E. Jackson.
- Q. At the time did you send a letter along with the \$800.00 ?
- A. Yes.
- Q. And at that time you advised them that this \$800.00 was to be held in escrow to protect the bank against any suit Miss Baker might institute ?
- A. Yes, sir.
- Q. No suit has been instituted by her against the bank, has it ?
- A. No, sir.
- Q. You say you purchased this land, do you know how much you paid for it ?
- A. Between \$600.00 and \$700.00.
- Q. Were there other expenses incurred along with it ?
- A. Yes, sir.
- Q. Do you know about how much those were ?
- A. No, sir, I dont know exactly. Mr. McGowan could probably tell you.
- Q. Just the best of your judgment, how much ?
- A. I would say \$50.00, something like that.
- Q. At least that much ?
- A. Yes, sir.

Q. But you never did exercise any rights under the lease ?

A. No, sir.

Q. And couldn't ?

A. No, I couldn't.

RE CROSS EXAMINATION, by Mr. Brown:

Q. You stated, I believe, that the money was sent to Mr. A. E. Jackson. Where was Mr. A. E. Jackson at this time ?

A. He was liquidating agent of the bank.

Q. Mr. Hall asked if the bank has been sued on this, hasn't the bank entered this suit ?

A. I couldn't tell you about that. I understand they turned the money over to the court.

Q. Mr. Stapleton, didn't you work this 640 acres ?

A. No - 640 acres ?

Q. Whatever it was these two half sections ?

A. No.

Q. Didn't you move a party in a house up here on another eighty to work this section ?

A. I didn't work the section at all.

W. G. BEEBE, a witness for the ~~respondent~~ intervenor, W. R. Stuart, being first duly and legally sworn, testified as follows:

DIRECT EXAMINATION, by Mr. Hall:

Q. Mr. Beebe, when did the Baldwin County Bank go in liquidation ?

A. In February - January, 1932 - about the middle of January.

Q. Who was attorney for the bank ?

A. After it went into liquidation I was.

Q. You were sole attorney ?

A. Yes.

Q. Who was liquidating agent ?

A. A. E. Jackson,

Q. Were you in close conference with him at all time ?

A. Yes.

Q. At that time did you discuss with Mr. Jackson the matter of \$800.00 deposited there in the bank. I mean claimed at the bank ?

A. At the time the bank went into liquidation Miss Baker was claiming through correspondence with the banking department that the bank had without authority delivered a deed to Mr. Stapleton, I mean a lease which she claimed had been sent to the bank with a draft attached, to be delivered upon the payment of the draft; and upon the closing of the bank that matter came, of course, to the banking authorities' attention, and the question came up as to the protection of the bank against any claim Miss Baker might have. Mr. Stapleton claimed she did not have any claim against the bank, that the letter or lease was sent direct to him and not direct to the bank; that the original agreement ~~x~~ with Miss Baker was that he was to pay her \$800.00 less costs of clearing up the title. Mr. Stapleton claimed that there was a tax ~~title~~ title out against the land and that he had to purchase that, and that the cost of that exceeded the \$800.00, or was just about that, and that therefore he nor the bank owed her anything; that the bank had never been liable to her, but that the dealings were direct and just between the two of them, Mr. Stapleton and Miss Baker, and that the lease was sent direct to him and the bank had nothing whatever to do with it. So in order to protect the bank against any claim which Miss Baker might have we suggested to Mr. Stapleton that he make a deposit of \$800.00 with the bank to indemnify them against any judgment Miss Baker might get against the bank by virtue of that claim. Mr. Stapleton didn't have the money and he went to Mr. Stuart and asked him if he would deposit the money, and Mr. Stuart came to my office and discussed the matter with me, and I explained the whole thing to him. I explained to him that I had gone into the file, not only the bank's file but Mr. Stapleton's personal file, and that at least the correspondence in that file showed the lease was sent direct to Mr. Stapleton, and not to the bank, but that in order to satisfy the banking department Mr. Stapleton, I thought, should arrange to make a

deposit to protect the bank. After fully going into the matter with Mr. Stuart and explaining it to him Mr. Stuart advanced the money that was put on deposit to protect the bank against any judgment Miss Baker might get against the old bank, with the distinct understanding with me representing the bank that if a judgment was not rendered against the bank or the bank was not called on to pay the money, that it was to be returned to him and not to be applied on any other obligation. Now, then, that was sometime in April and there is a letter there that has been introduced that explains that. The bank opened up in October as a new institution, and upon reopening of the bank any claims not previously filed were to be barred. Under the original agreement shown in that letter the depositor of the money did not recognize any claim on the part of Miss Baker. The deposit was just to indemnify the bank against any loss it might suffer and until the bank did suffer loss the money could not be used and if the bank did not suffer loss the money was to be refunded to Mr. Stuart.

- Q. Was any proceeding ever instituted against the banking department ?
- A. No claim was ever filed by Miss Baker nor any suit.
- Q. You had access to the files in the bank ?
- A. Yes, and to Mr. Stapleton's personal file.
- Q. Did you see a letter there transmitting this lease ?
- A. I saw a letter stating that.
- Q. But there was a letter from Miss Pearl G. Baker stating she was sending the lease ?
- A. Yes.
- Q. To whom was that letter addressed ?
- A. To W. D. Stapleton.
- Q. This is not the letter, is it (Handing witness letter) ?
- A. That is not a copy of the letter.
- Q. Was the original of this letter found in that file ?
- A. It was not. The letter in the file stating the lease was

enclosed was on a longer piece of paper, just like the size dated August 12th., but the letter was not worded as this one is, and was a letter to Mr. Stapleton from Miss Baker stating she was enclosing the ~~lease~~ lease. There was a lot of extraneous matter in the letter and was signed by Miss Baker, and in addition to that there was a postscript at the bottom of the letter explaining why the letter had not been mailed before then, and my recollection is that someone had been sick or died, I don't recall which and-

Q. And that was about - ?

A. The letter was dated August 12th.

Q. Did you notice the date of the postscript ?

A. No, but apparently it was some week or two weeks afterwards.

Q. And that was signed Pearl G. Baker and not Southern Plantation Development Company ?

A. Yes.

Q. Do you know as a matter of fact whose money was put up there ?

A. Yes, Ramsey Stuart's.

Q. Who delivered it to you ?

A. Ramsey Stuart.

Q. You say with the opening of the new bank all claims were barred against the original 6 to that bank ?

A. Under the law - they have ninety days.

Q. And no legal claim was ever filed, no regular claim was ever filed with the liquidating agent ?

A. No.

CROSS EXAMINATION, by Mr. Brown:

Q. Mr. Beebe, you said Mr. Stapleton's personal file showed the letter that the lease was sent ~~in~~ direct to him. Have you that letter here today ?

A. I have not.

Q. Have you access to those files ?

A. I have. They are here today.

Q/ I would like to have that letter ?

- A. That letter was put with the letter transmitting the money and handed to Mr. A. E. Jackson at that time.
- Q. But that letter is not here now ?
- A. No.
- Q. Can you get it ?
- A. ,I looked through the file and it is not there now.
- Q. You said the \$800.00 was deposited to indemnify the bank, why did you advise them to deposit it ?
- A. I think as a matter of law the time hadn't elapsed when they could file suit. That was the early part of April, '32, and the time hadn't elapsed in which to file suit. In addition to that tje superintendent of banks turned it over to the new organization.
- Q. The present bank ?
- A. Yes.
- Q. Mr. Beebe, in this ~~letter~~^{lease} which Mr. Stapleton received which was sent to the bank, we contend, did you notice a clause in there it was subject to the tax sale ?
- A. I have never seen it.
- Q. This is a certified copy and you notice the provision taking care of that tax sale ?
- A. There is a provision in here.
- Q. Whenever he accepted that lease he knew that had been sold for taxes, didn't he ?
- A. I don't know, Mr. Brown.
- Q. Mr. Beebe, has an attorney at law, sont you know when Mr. Stapleton accepted that lease he accepted it knowing it had been sold ?
- A. Don't you think, Mr. Brown, that would be a question of construction ?
- Q. Just what the lease says ?
- THE COURT: It's a question of law.
- Q. But it says subject to tax sale ?
- A. Whatever is there it says, yes.
- Q. In other words, he knew it had been sold ?

- A. I couldn't say that, Mr. Brown; I don't know.
- Q. You assume he did read the lease, though ?
- A. I think that assumption a witness is not qualified to make.
- Q. Now, you said this letter in the bank file showed the lease had also been sent to the bank ?
- A. No, I didn't say that.
- Q. You said you read the letter in the bank file stating the lease was included ?
- A. No, I stated I got the letter out of Mr. Stapleton's personal file that was in the bank.
- Q. I thought it was two letters. Isn't it a fact, Mr. Beebe, that you don't remember just exactly about the date on that letter ?
- A. I remember the date of it very distinctly because I dealt with the thing over a period of two or three weeks.
- Q. Now, Mr. Ramsey Stuart, he loaned that \$800.00, what security did Mr. Stapleton put up ?
- A. I also remember the date of it because Mr. Rickerby or someone else had a letter dated the same day that purported to be a copy of this letter here, and that further confirms me that the letter in the file was dated August 12th, and the two letters, the one Mr. Rickerby had at that time was nothing like the letter that was in the file, and that impresses it on my mind.
- Q. He had a different copy ?
- A. Yes, a different copy from the one that was in the file.
- Q. You said the bank had the original of that letter ?
- A. Yes, and it was returned to Mr. Jackson. I had it in my office and it was returned to Mr. Jackson with the \$800.00.
- Q. In other words, you couldn't say positively of your own knowledge whether the lease was delivered to the bank or to Mr. Stapleton ?
- A. Whether it was delivered to the bank or Mr. Stapleton ?
- Q. Of your own knowledge ?

A. I have no personal knowledge of it at all except that letter.

Q. Now the \$800.00, what security did Mr. Stapleton put up for the \$800.00 ?

A. So far as I know he put up none,

Q. Just a friendly deal ?

A. Yes, sir.

Q. Has Mr. Stuart any receipt to show for his claim ?

A. Not a thing in the world. He walked in my office and we discussed it and he put up the money. I saw the letter the letter and the whole file in regard to the matter and I thought it was clearly a fictitious claim, and as a matter of friendship and confidence in Mr. Stapleton Mr. Stuart put up the money.

Q. You said it was a fictitious claim ?

A. I said in my opinion.

Q. Mr. Beebe, is it customary for a man to loan \$800.00 without taking a receipt ?

A. It was done in this instance.

Q. Did you ever know of it being done before ?

A. Yes, I have borrowed as much as that.

Q. From the Baldwin County Bank ?

A. No, you don't deal with banks that way.

W. R. STUART, the intervenor, being first duly and legally sworn, testified as follows:

DIRECT EXAMINATION, by Mr. Hall:

Q. This is Mr. Ramsey Stuart ?

A. Yes, sir.

Q. Mr. Stuart, you have heard these several witnesses as to this \$800.00. Whose \$800.00 is that ?

A. It's mine.

Q. Whose was it in the beginning ?

A. W. R. Stuart's - mine.

Q. Now, at the time to whom did you deliver it ?

A. I delivered it to Mr. Beebe who was representing the Baldwin County Bank in liquidation.

Q. At Mr. Stapleton's request ?

A. Yes, sir.

Q. Was that a personal loan to Mr. Stapleton ?

A. It was not.

Q. For what purpose did you deliver that to Mr. Beebe ?

A. To indemnify the bank for any claim that might arise of Miss Baker's.

Q. You were sheriff at that time ?

A. Yes, sir.

Q. Was there any claim ever filed by Miss Baker, court action ?

A. No, there was not.

Q. That money was and is yours now ?

A. Yes, sir, its mine.

Q. And has been all the time ?

A. It has been all the time.

Q. And you just put it there as an accommodation to Mr. Stapleton?

A. Yes, sir.

Q. And not as a loan ?

A. No, it wasn't a loan.

Q. And you never did pass title to that money to anyone ?

A. No, sir.

Q. And at the time you delivered the money to Beebe there was deposited along with it a letter which was explained to you by Mr. Beebe ?

A. There was,

Q. At that time did you discuss the possibility of any claim of Miss Baker against the bank ?

A. Yes, sir.

Q. Who with, Mr. Beebe ?

A. W. C. Beebe, yes, sir.

Q. What did he advise you ?

A. He advised me there was no risk to it and that the money was

E perfectly safe, and said all the money would come back to me. He wrote all the details in a letter and told me the money would be returned to me and was perfectly safe and no risk, and ~~xxx~~ on that reliance I put the money up.

Q. For that sole purpose of indemnifying the bank against any claim that might arise of Pearl G. Baker against the bank?

A. Yes, sir.

CROSS EXAMINATION, by Mr. Brown:

Q. I am just wondering if you have got another \$800.00, Mr. Stuart?

A. Not for you.

Q. You said that \$800.00 was put up to indemnify the bank against any claim, is that correct ?

A. No, to idemnify the bank in this particular claim.

Q. Mr. Stuart, to refresh your recollection on what Mr. Beebe advised you, he didn't state to you that the money was exactly safe, did he ?

A. Yes, he said he wou;d guarantee it as a lawyer. He had looked at both sides of the case and that he knew Miss Baker had no claim on the Baldwin County Bank, and said if she had any at all it would be on Mr. Stapleton.

Q. Didn't you know the mere fact that you deposited that to idemnify the bank there was a doubt about it ?

A. I didn't know anything about it. I deposited the money because Mr. Beebe explained it to me and assured me there was no risk, and I was a friend of Mr. Stapleton's and Mr. Beebe's, and I happened to have \$800.00, and I put it up.

Q. How long has that money been tied up ?

A. Since sometime in the Spring, 1932.

Q. Have you received any interest on that money ?

A. Not one penny. I don't want any.

Q. That wasn't just a personal loan, it was just a bond ?

A. It wasn't a loan at all; it was just money deposited in escrow to indemnify the bank.

Q. You dont know whether or not there has been \$800.00 in that bank for Miss Baker ?

A. I don't know anything about what is deposited in the bank. I know I haven't got much over there now.

Q. You stated this \$800.00 was deposited to assure Miss Baker would get her \$800.00 ?

A. No, I didn't say that either.

Q. Mr. Stuart, did you file any claim on that bank ?

A. No.

Q. Have you filed any claim on that bank ?

A. No, I haven't filed any claim against the bank.

Q. Then we both are in the same boat, aren't we ?

A. I don't know about that; I don't know what sort of boat you're in. The record shows all I have done. Mr. Hall can explain that to you. I have signed everything he told me to sign.

Q. At the time they got you to advance this money did they tell you these letters were in the bank's file at the time ?

A. Mr. Beebe didn't go into details with me. I had confidence in what Mr. Beebe told me and I didn't go into all the details. He satisfied me my money would be safe to be returned some day and with that assurance I put the money up.

Q. And you have nothing to show for the \$800.00 ?

A. No, not anything. I didn't require Mr. Stapleton to give me a receipt because I didn't give the money to Mr. Stapleton.

Q. And this money will indemnify the bank against Miss Baker ?

A. It was put up to indemnify the Baldwin County Bank in case Miss Baker sued the bank and got a judgment and if the court decided the bank was indebted to Miss Baker.

Q. Whenever the bank filed their bill in equity they didn't list(?) you as intervenor ?

A. The instrument the bank had filed from the way I remember it said a friend, and didn't say who the friend was. They didn't know that friend's name at that time, that is the new organization but now Mr. Beebe and Mr. Jackson knew who it was.

THE COURT: I understand there was some writing deposited along with that money explanatory of it.

MR. HALL: Yes, sir, its in evidence.
51

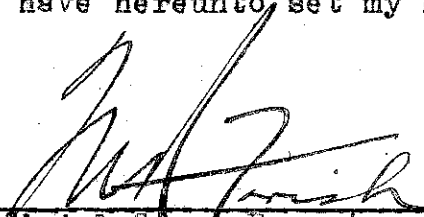
at

MR. HALL: Now, may it please the Court there has been referred to a letter which I want to introduce in evidence as Exhibit 1 for the Intervenor, the letter being dated April 9th., 1932, addressed to Mr. A. E. Jackson, Liquidating Agent, Baldwin County Bank, Bay Minette, Alabama, signed by W. D. Stapleton, and consisting of two typewritten pages.

STATE OF ALABAMA,
BALDWIN COUNTY:

I hereby certify that the above and foregoing is a true and correct transcript of the evidence in the case herein styled as transcribed from my original shorthand notes taken in said case on June 11th., 1935, at Bay Minette, Alabama.

In Witness Whereof, I have hereunto set my hand, this the 12th. day of August, 1935.


Official Court Reporter, 21st.
Judicial Circuit of Alabama,

8550 REQUEST FOR DECREE IN VACATION.

MOORE PTG CO.

STATE OF ALABAMA,
Baldwin County.

CIRCUIT COURT, IN EQUITY.

No. 69

Term, 192

Baldwin County Bank, a Corporation, Complainant

vs.

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

Defendant
Intervenor

To ROBERT S. DUCK, Register:

In the above stated cause a Decree Pro Confesso having been taken against the Defendant, and evidence having been taken, and the cause being ready for submission for final decree, and no

defense having been interposed, the ~~complaint~~ ^{Intervenor} by Beebe & Hall

Solicitors of record, now files with the Register of this Court this written request to deliver the papers in this cause to the Judge for final decree in vacation.

Beebe & Hall

Solicitor for ~~Complainant~~

Intervenor

NOTICE OF APPEAL

BALDWIN COUNTY BANK,
a Corporation

Plaintiff

Vs.

W. D. STABLETON 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 of Baldwin County, In Equity

To Any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon 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

Baldwin County Bank, a corporation,

against said 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 13th 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.

The State of Alabama, { Circuit Court of Baldwin County, In Equity.
Baldwin County.

To Any Sheriff of the State of Alabama--GREETING:

WE COMMAND YOU, That you summon W. D. Stapleton, Sr

of Baldwin County 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 Baldwin County Bank, a Corporation,

against said W. D. Stapleton, Sr

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, M. A. Stone, Register of said Circuit Court, this 17th day of July 1934

M. A. Stone Register

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

Decret Page 82

Original
W. D. Stapleton

SERVE ON W. D. Stapleton,
Circuit Court of Baldwin County
IN EQUITY

No. 69

SUMMONS

Baldwin County Bank,
a/ Corporation

vs.

W.D. Stapleton, Sr

J. B. Blackburn
Solicitor for Complainant

Recorded in Vol. _____ Page _____

RECORDED

THE STATE OF ALABAMA,
BALDWIN COUNTY

Received in office this 17th

day of July 1934

W.R. Stuart

SHERIFF

Executed this 22nd day of

July 1934

by leaving a copy of the within Summons with

W.D. Stapleton

Defendant

W.R. Stuart

Sheriff

By [Signature]

Deputy Sheriff

69

69

RECORDED
back

69

Serve on Pearl G. Baker,
Circuit Court of Baldwin County
IN EQUITY

THE STATE OF ALABAMA,
BALDWIN COUNTY

No. _____
SUMMONS

Received in office this 13th
day of May, 1935

Baldwin County Bank,

M. H. Wilkins
SHERIFF

Executed this 17th day of
May, 1935

by leaving a copy of the within Summons with

vs.

Pearl G. Baker.,

Pearl G. Baker
Defendant

M. H. Wilkins
Sheriff

By John R. Davis
Deputy Sheriff

Solicitor for Complain

Recorded in Vol. _____ Page _____

E. J. Baker

Exhibit A to
Testimony of Complainant and
Adversely Affecting
Substance
COURT REPORTER

69

Bay Minette, April 9, 1932.

Mr. A. E. Jackson,
Liquidating Agent, Baldwin County Bank,
Bay Minette, Alabama.

Dear Sir:-

IN RE P. G. BAKER.

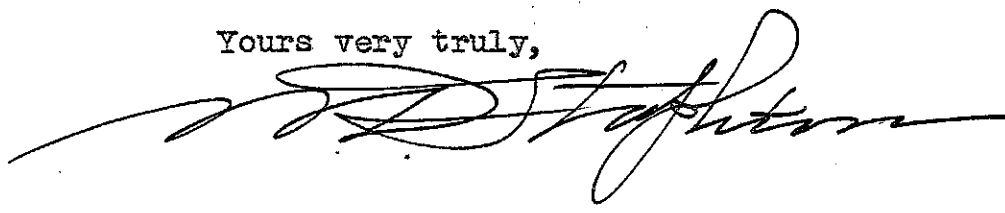
You advised me that Miss Pearl G. Baker of Chicago is continuing her contention that arose prior to the closing of the bank, that she sent to the Baldwin County Bank a turpentine lease with draft attached for the sum of \$800.00, to be delivered to me upon the payment of the \$800.00, and that she is demanding that you as Liquidating Agent of the Bank pay her this money.

The history of this transaction is as follows:
The lands involved had been sold for taxes. We had had considerable correspondence with reference to my leasing this land for turpentine purposes and with reference to my making a loan to the Southern Plantation Development Company to redeem the Southern Plantation Development Company's lands from tax sale. A short while prior to August 12th I was in Chicago and saw Miss Baker and arranged with her to lease the property, described in the turpentine lease under consideration, for \$800.00, and also agreed with her to clear up the several tax titles on this property, to expend my money in the clearing of the tax titles and to deduct the cost of clearing the tax titles from the agreed lease money, and when that was done to remit to her the difference, or if the cost exceeded it, she was to pay me the difference. In accordance with that agreement had with her in Chicago, she forwarded to me the lease; at the same time and in the same envelope she forwarded to me a deed and requested me to put the deed on record, all of which appears by correspondence in my possession. This was a full and complete delivery of this lease to me. It was not

the part of Miss Baker that she ever sent this lease, or any other turpentine lease, to the Baldwin County Bank, with draft attached. The statement contained in her attorney's letter to Mr. R. C. Heard of November 5th, to the effect that such lease was sent to the Bank with draft attached, was a figment of someone's imagination.

However, in view of the fact that this woman is claiming that the Bank received the deed and it was turned over to me without collecting for the same, I am handing you with this letter \$800.00, to be held by you in escrow to protect the Bank against any suit that she may institute and against any judgment which she may recover. I am having my attorneys bring the necessary court proceedings against her to enforce our agreement that the cost of acquiring the tax titles should be deducted from the amount of the lease money. 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.

Yours very truly,

A large, stylized handwritten signature in black ink, appearing to read 'W. D. Johnson'.

D. STAPLETON, President

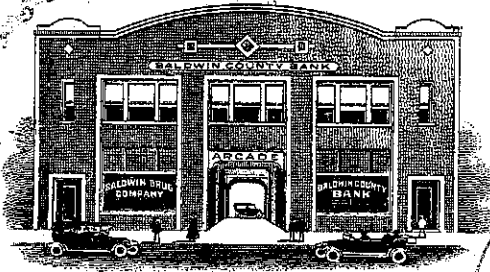
L. T. RHODES, Vice President

C. FALL, Cashier

C. L. WHITE, Assistant Cashier

L. D. WHATLEY, Assistant Cashier

L. T. BRADLEY, Assistant Cashier



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 28th. 1931.

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

Dear Madam:-

Your telegram of May 26th and the telegram of the Southern Plantation Development Company of the 26th were delivered to me this morning having been delayed on account of postal messages to Loxley, Alabama. If you will telegraph by Western Union to Bay Minette I will get them immediately.

I have gone into the tax situation and find that the Knight sections were assessed and sold in connection with the lands of the Southern Plantation Development Company and in order to redeem this land it will be necessary to pay the tax and all costs in connection with the sale of the Southern Plantation Development Company which amounts to \$600.00 or \$700.00, (and again I would have to pay 1928 tax 1930 and 1931, also, which will run the taxes up several thousand of dollars. The redemption right on the Southern Plantation Development Company's land, the Knight lands included, expires to-day. I understand Mr. Ertzinger has made application to buy in the Knight land through the State Auditor but to offset this I have filed an application with the State Auditor to buy in all of the lands of the Southern Plantation Development Company the Knight lands included, so (this will put me in ahead of the Ertzinger application, I will have thirty days in which to take over the lands after a price has been made me by the State Auditor for the tax deed. This will be considerable less expense than trying to redeem it through the probate judge if I take over the lands which I fully expect to do under the terms of the Southern Plantation Development Company, but as I stated above we will have thirty days to work out the details.)

Do I get from your letter that you expect to move your office to Baldwin County.

I shall expect the lease as per your telegram for the turpentine rights on the Knight sections. I presume it will come in the next day or two.)

Exhibit 4
Testimony of Pearl G. Baker
M. J. Stewart
COURT REPORTER

15
Baker

(7)

Put up to
Pearl G. Baker

69

J. STAPLETON, President

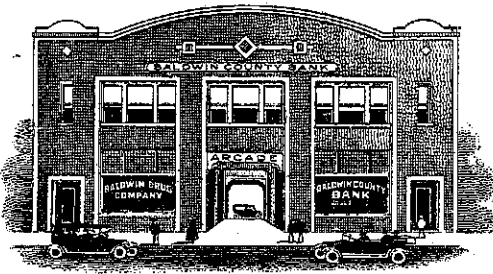
L. T. RHODES, Vice President

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
STATE OF ALABAMA
COUNTY OF BALDWIN
TOWN OF BAY MINETTE

BAY MINETTE, ALA.

Miss P. G. B. #2.

I am not replying to the telegram of the Southern Plantation Development Company for I understand you are connected with them. In fact, all of the business is transacted through you.

(I should like to have a letter from you outlining just how you expect this tax matter to be handled and I feel sure that it can be handled in order that it will save you quite a considerable sum of money and I can make a reasonable fee myself.) I want to assure you that I want to cooperate in any way I can and it may take a personal interview to close the matter and if you are not coming to Baldwin county within the next thirty days I shall be pleased to run up to Chicago to discuss the matter further with you.)

Very truly,

In our hand with...

*Since nothing above the
copy of lease seems to be of
which seems to be of
you will sign and draw
on me for the \$800 of your
project.*

*15-
Atty General*

*Don't know
(9)*

P.S.

[Handwritten signature]

W. D. STAPLETON, President

L. T. RHODES, Vice President

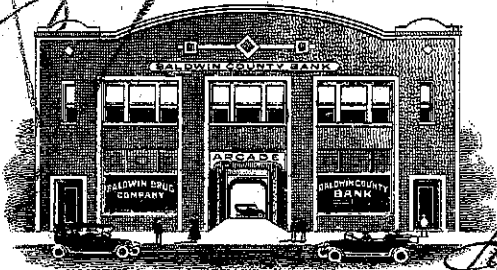
O. C. HALL, Cashier

C. L. WHITE, Assistant Cashier

L. D. WHATLEY, Assistant Cashier

J. T. BRADLEY, Assistant Cashier

3
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.

June 2nd. 1931.

(2)

*Exhibit 9
attached to
Pearl G. Baker
to
Miss Pearl G. Baker
Chicago, Ill.*

*Atty. Brown
17*

EGP

Miss Pearl G. Baker,
127 N. Dearborn St.,
Suite 155,
Chicago, Ill.

Dear Madam:-

S F I am just in receipt of your telegram in reference to the application applied for the Southern Plantation Development Company lands through the state auditor, beg to say that I made this application through Mr. Randolph McGowan. He and I are working in connection and I felt that he was in position to look after Montgomery end for me to my advantage.

((I think everything is going to work out to your entire satisfaction.))

*Atty. Brown this
included my fee, also.*

Yours very truly,

69

Turpentine
PLETON, President

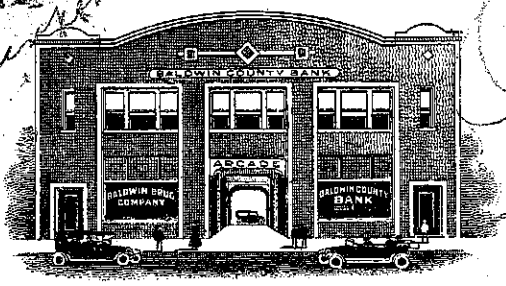
L. T. RHODES, Vice President

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
STATE OF ALABAMA
COUNTY OF BALDWIN
TOWN OF BAY MINETTE

BAY MINETTE, ALA.

29.

Exhibit to Report
testimony of Baker
M. J. Fisher
COURT REPORTER

August 31, 1931.

28 pages

Mr. C. N. Southers
55 E. Washington Street
Chicago, Illinois.

Dear Sir:

I am in receipt of your letter of the 26th in further reference to the tax matter.

I note, however, that you failed to enclose the note as you stated in the letter.

I am going to have a contract drawn covering the tax purchase and send to you within the next few days for execution.

Miss Baker sent me the turpentine lease on some land which has been sold to Mr. Ertzinger. Now that I have a turpentine lease on this, I am in position to clear the Ertzinger tax lien and shall proceed to do so at once. I will apply the \$137.95 send me by Miss Baker towards the Ertzinger tax matter.

I do not know just what to say in reference to the oil company for I have been unable to get any definite information about it. The circular sent me by Miss Baker does not outline the proposition to my satisfaction. What I want to know is if I come in is just what I will be expected to put up in the way of stock and if any cash is going to be required. I presume you are in a hurry to go ahead with your proposition and, if so, it will be alright to get some one in my place. If, however, after getting full details I might consider joining in the company.

We have organized a company to put down a well in Clark county. An associate of mine has bought in 1200 acres in Clark county from the Ramsey Petroleum Company and from the reports we get we feel sure we will strike oil. We must raise \$20,000.00 by September 20th and an additional \$30,000.00 by November 20th to guarantee that a well will be put down on the property. The people around Selma and Montgomery are certainly enthused over the situation and I do not believe we are going to have any trouble in raising the funds and we all feel sure that oil will be found in the depth around 2000 feet if we get a good honest reliable driller and we are certainly going to do our best to get the right man. If we do strike oil it will be

Letter to Baker

W. D. PLETON, President

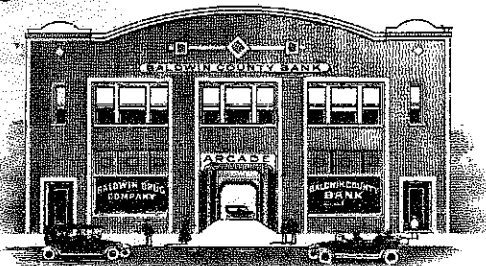
L. T. RHODES, Vice President

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
STATE OF ALABAMA
COUNTY OF BALDWIN
TOWN OF BAY MINETTE

BAY MINETTE, ALA.

Mr. C. N. S. #2.

a salvation for the whole of south Alabama.

I will write you fully within the next few days.

Yours very truly,

Postal Telegraph

(THE MACKAY SYSTEM)

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	FULL RATE
DAY LETTER	DEFERRED
NIGHT MESSAGE	NIGHT CABLE LETTER
NIGHT LETTER	WEEK-END CABLE LETTER

Patrons should check class of service desired, otherwise message will be transmitted as a full-rate communication



ALL AMERICA
CABLES

COMMERCIAL
CABLES

RECEIVER'S NUMBER

CHECK

69

TIME FILED

STANDARD TIME

Send the following Message, subject to the terms on back hereof, which are hereby agreed to Form 2

W.D. Stapleton, Pres.
Baldwin County Bank,
Bay Minette, Ala.

DAY LETTER

Chicago, Ill. June 1st, 1931. 5:15 P.M.

Exhibit 1 to
testimony of Res. P. G. Baker
Handolph McGowan
COURT REPORTER

Handolph McGowan, Bay Minette applied to redeem all Company's lands Copy Auditors' letter Montgomery used at top dated May twenty seventh Envelope stamped left Bay Minette May thirtieth Redemption certificate states thirty days always allowed for redeeming from May twenty seventh Was your or McGowans application received first at Montgomery to

P.G. Baker, testimony of _____

Charge to Southern Plantation Development Company, Room 1028

Postal Telegraph

(THE MACKAY SYSTEM)

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	FULL RATE
DAY LETTER	DEFERRED
NIGHT MESSAGE	NIGHT CABLE LETTER
NIGHT LETTER	WEEK-END CABLE LETTER

Patrons should check class of service desired, otherwise message will be transmitted as a full-rate communication.



ALL AMERICA
CABLES

COMMERCIAL
CABLES

Receiver's Number

Check

569

Time Filed

STANDARD TIME

Send the following Message, subject to the terms on back hereof, which are hereby agreed to

John Western Union
(Inc. my file)

DAY LETTER

Chicago, Ill.
May 29th. 1931. 3:30 P. M.

Judge G.W. Humphries,
Judge of Probate,
Bay Minette, Ala.

Old
Included
mail

I stopped payment on tax check sent for Fourteen Hundred
Twenty Six Dollars President of Baldwin County Bank will take care of
Twenty Eight and Thirty Taxes Through Auditor of State received thirty
day extension Notifying our Bank accordingly

Exhibit *10 to* return same
testimony of *P.O. Baker*

Charge account to
SOUTHERN PLANTATION DEVELOPMENT CO.

SOUTHERN PLANTATION DEVELOPMENT CO.
P.O. Baker, Sec'y.

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

Surgeon General

SIGNS

- DL = Day Letter
- NM = Night Message
- NL = Night Letter
- LCO = Deferred Cable
- NLT = Cable Night Letter
- WLT = Week-End Letter

NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at Room 811 Garland Bldg., Chicago, Ill. Wabash 4321, Local 329

1931 MAY 28 AM 9 01

CS6 54 DL-BAYMINETTE ALA 28 810A

MISS P G BAKER=

Co Lux

Ady 14
Birmingham

TIME IN TRANSIT

51

MINUTES

55 EAST WASHINGTON ST=

YOUR TELEGRAM AND SOUTHERN PLANTATION DEVELOPMENT COMPANY
 DELAYED ON ACCOUNT OF POSTAL TO LOXLEY USE WESTERN UNION TO
 BAYMINETTE (I AM HANDLING YOURS) AND SOUTHERN PLANTATION
 DEVELOPMENT COMPANY TAXES UNDER TERMS OF TELEGRAMS THROUGH
 STATE AUDITOR RATHER THAN PROBATE JUDGE I HAVE A STAY OF
 THIRTY DAYS THROUGH MY APPLICATION AM WRITING FULLY NOTIFY
 COMPANY-

EXHIBIT

Testimony of

Postal Telegraph

(THE MACKAY SYSTEM)



ALL AMERICA
CABLES

COMMERCIAL
CABLES

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM	FULL RATE		
DAY LETTER	DEFERRED		
NIGHT MESSAGE	NIGHT CABLE LETTER		
NIGHT LETTER	WEEK-END CABLE LETTER		

Patrons should check class of service desired, otherwise message will be transmitted as a full-rate communication

Receiver's Number

5

CHECK

TIME FILED

STANDARD TIME

Send the following Message, subject to the terms on back hereof, which are hereby agreed to

Form 2

(5) to order

PLS See Exhibit \$1.32

[Handwritten signature] 1931

testimony of [Signature] Chicago, Ill. May 26th. 5:20 P.M.

W. D. Stapleton,
Pres. Baldwin County Bank,
Bay Minette, Ala.

[Signature]
COURT REPORTER

13
Alvin

Wiring you One Hundred Thirty Seven to pay ~~twenty seventh~~

my Taxes ~~se~~ for Twenty Eight Thirty on Section you wanted Lease ~~to~~ Twenty

Nine paid by Plantation Company my Agent Mailing Lease today for your

inspection. Appreciate honesty Expect move Office South ~~turn~~ business

your way ~~Judge~~ Humphries trying to get six hundred ~~a~~ advertising

fees for Plantation Co's Twenty Eight Taxes Not legal

Exhibit
testimony of
COURT REPORTER

PLETON, President

L. F. 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.

August 29, 1931.

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

Dear Madam:

This is to acknowledge receipt of your letter of the 22nd in which you enclosed your deed from William S. Harvey to the two half sections of land in Baldwin County.

I am filing this tax deed for record. *My Section deed*
I also received the turpentine lease covering the timber on these two sections of land.)

I will let you hear from me further within the next day or two about this lease as I have not had time to look it over for it came in to-day and I have been out until about closing time. I will write you more fully Monday.)

It looks as though I am not going to be able to get in on your oil proposition for I have more on my hands now than I can look after. I do not just understand how you expect to handle this oil deal. The circular you sent me a few days ago was not quite clear. I presume you are going to deed so many acres of land to the oil company and have them sell the land and apply the proceeds as outlined in your circular. If I do go into it, I would like to know just what you expect of me, that is, if you expect me to buy any of the land and how much money I would be called on to put up.

I am sorry that I did not have more time when I was in Chicago to go into the matter with your officials, and since I have returned I have been exceedingly busy. From one to two of my bank force has been off on their vacation and my stenographer has been away until to-day, so I have hardly known who I was but hope to get matters behind me now and let you know more within a day or two about the oil deal, but I would like for you to write me more fully.

As I said above I will write you again Monday or Tuesday.

With kindest regards.

Yours very truly,

WDS/s.

Exhibit 7
W.D.S.
REPORTED

17
Sumner

CITY OF CHICAGO, |
STATE OF ILL. : SS.
COOK COUNTY. |

THIS INDENTURE, made this 22nd day of May, A.D., 1931 between Gracie P. Baker (hereinafter called the lessor) of Cook County, State of Illinois and W.D.Stapleton of Baldwin County, State of Alabama (hereinafter called the Lessee) WITNESSETH:

That the Lessor for the consideration of One (\$1.00) and other good and valuable considerations the receipt of which is hereby acknowledged, hereby leases to the Lessee, his heirs, successors or assigns, the Pine Timber standing on the following described lands, lying and being in Baldwin County, State of Alabama, for the purpose of turpentineing, Six Hundred and Forty (640) acres of land, more or less, described as follows:-

The south (s¹/₂) one half of Section twenty-three (23), and the South (S¹/₂) one half of section twenty-four (24), township five (5) South Range (5) East, in Baldwin County, Ala.

It is understood and agreed that when any part or parcel of this land is sold by the said G.P.Baker, such sale cancels this Lease, making it null and void on such parts and parcels of said land. It being further understood that when such sales are made by G.P.Baker, that W.D.Stapleton is to be notified accordingly.

The Lessor guarantee that no part of the above described lands consists of United States Homestead lands not proved up.

The Lessee to have the right to ingress and egress to and from said lands and the rights to work the Pine Timber thereon, for manufacturing Rosin and Spirits of Turpentine, with the right to take such of said timber as may be required to furnish cooperage for said Rosin, for the full term of Four (4) years, or for less time at Lessees Option, in all cups hung on said Timber, The term of working each lot of cups to begin January 1st, 1932, after same are hung. All rights of the Lessee hereunder shall terminate on or before January 1st, 1936.

Exhibit to
Testimony of
G.P. Baker
COURT REPORTER

Any tenant hereunder may place any improvements desired on the lands hereinabove mentioned, not inconsistent with the business for which this Lease is made, and may remove any or all of said improvements at, or before the expiration of the last of the Tenants rights hereunder.

The Lessor agrees that the Lessee may assign this Lease as to the whole or any part of said premises for the whole or any part of said term, and may place any tenant or assignee thereon, or in possession thereof, without notice to, or the further assent of the lessors.

And the Lessor covenants that she has full right to make this Lease and a clear legal title to said premises and that she will warrant and defend the Lessee in the possession thereof, during the continuance of this Lease.

It is further understood and agreed, that this lease is made with the understanding that the Section above mentioned is subject to the 1927 and 1929 tax sale.

It is further understood and agreed, that should any of the above land be sold, the Lessor will return to the lessee the same portion of money per acreage, as was paid for it at the conception of said lease.

It is also understood and agreed, that the above section is now under Gas, Oil and Mineral rights lease and the Lessor has a right to, at any time during the life of this Lease to develop and operate under same.

In Witness Whereof, the parties hereto have hereunto set their hands and seal, the day and year first above mentioned.

Signed, sealed and delivered Gracie P. Baker (seal)
in the presence of: S.Conroy
D.A.Baker.

STATE OF ILLINOIS, |
COOK COUNTY. | SS.

I, Dr. James A. Wright, a Notary Public in and for said State and County, do hereby certify that G.P.Baker, whose name is signed to the foregoing instrument and who is known to me,

For transfer see 53 N.S. page 326
" " " " " 352

acknowledged before me on this day that, being informed of the contents of this instrument, she executed the same voluntarily.

Given under my hand and official seal this day of May, A.D., 1931.

(SEAL)

Dr. James A. Wright, Notary Public
May Com. Exp. July 15, 1933.

THE STATE OF ALABAMA, |
: |
BALDWIN COUNTY. | PROBATE COURT.

Filed in office this 3 day of Sept., 1931 at 8: 00 A.M. and duly recorded in Deed Book No. 52, N.S. page 9; and I certify that \$----cts 50 license or privilege tax, paid as required by an Act of the Legislature, approved September 14, 1923; G.W. Humphries, Judge of Probate by J.L. Kessler, Clerk.

G.W. HUMPHRIES,
Judge of Probate.

THE STATE OF ALABAMA, |
: |
BALDWIN COUNTY. | SS.

I, G.W. Robertson, Judge of the Probate Court, and Custodian of the Records and Files of the same, in and for said Baldwin County, State of Alabama, do hereby certify that the above and foregoing is a true, correct and complete copy of an instrument of writing as the same appears of record in Deed Record 52 N.S., at page 9

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at Bay Minette, in said county, this the 10th day of June, A.D., 1935.

G.W. Robertson
Judge of Probate.



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Exhibit A to testimony of
Clyde Anderson

Exhibit 2 to testimony
of Paul G. Power

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Exhibit 11 to testimony
of Paul G. Power

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Exhibit 6 to testimony of
Paul G. Power

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Exhibit 1 to testimony of
Paul G. Power (2)

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Exhibit 4 to testimony
of Paul G. Power

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Exhibit 5 to testimony
of Paul G. Power

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Exhibit 8 to testimony
of Paul G. Power

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
ELEGRAM	FULL RATES
DAY LETTER	DEFERRED
NIGHT MESSAGE	NIGHT LETTER
NIGHT LETTER	WEEK END LETTER

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE-PRESIDENT

CHECK
ACCT'G INFMN.
TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Exhibit 1 Resp
 Testimony of *W.D. Stapleton* to
W.D. Stapleton
 May 20th, 1931.
 COURT REPORTER

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

Kindly wire fifty five dollars at Washington Street Room ten

twenty eight amount you will pay for Turpentine Rights and time wanted
on Section Party you wrote P. Baker of R.P. Knights (did not pay twenty
eight Tax but it was sold State and will be redeemed.

(SEE IF WE MADE A COPY OF THIS TELEGRAM) R.P. KNIGHTS

COURT REPORTER

ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS	
DL	= Day Letter
NM	= Night Message
NL	= Night Letter
LCO	= Deferred Cable
NLT	= Cable Night Letter
WLT	= Week-End Letter

full-rate Cable-gram unless its deferred character is indicated by a suitable sign above or preceding the address.

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.
Received at Room 811 Garland Bldg., Chicago, Ill. Wabash 4321, Local 329

CY52 41 DL=BAYMINETTE ALA 22 1015A

1931 MAY 22 AM 10 54

R B KNIGHT=

TIME IN TRANSIT
30 MINUTES

ROOM 1028 55 EAST WASHINGTON ST=

WILL PAY EIGHT HUNDRED DOLLARS FOR FOUR YEAR TURPENTINE
 LEASE ON SOUTH HALF OF SECTION TWENTY THREE AND TWENTY
 FOUR OPERATIONS TO START JANUARY 1932 TOO LATE FOR
 OPERATION TO START NOW WILL PAY CASH ON SIGNING LEASE=

W. D. STAPLETON *Exhibit 2 to*
 testimony of *Resident*
W.D. Stapleton
W. D. Stapleton *Ex 2 Resp*

By Relief 3 to Reserve
of Dept of Army

Ex 3 Rep

TO THE HONORABLE F. W. HARR, 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.

3. Your Orator has at the time of the filing of this Bill of Complaint, paid to M. A. Stone, Register in Chancery of Baldwin County, Alabama, the said sum of \$800.00 to be held by her pending a final disposition of the issues made by this suit and paid out as the Court may decree in this cause.

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Exhibit 9 to testimony
of Peon G. Perez

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Exhibit 10 to testi-
mony of Peon G. Perez

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Exhibit 7 to testimony
of Peon G. Perez