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11,572

Howell W. Slaughter)
 vs.) In Chancery at Mobile.
 G. M. Hall et al.)

To the Honorable Thomas H. Smith, Chancellor of the Thirteenth District, Southwestern Chancery Division of the State of Alabama, sitting at Mobile, Alabama:

Howell W. Slaughter exhibits this his bill of Complaint against G. M. Hall and against Swift & Company, Ltd. a corporation, and humbly complaining showeth to your Honor:

First.

That Orator is over the age of twenty-one years and resides in the County of Baldwin in the State of Alabama:

That Defendant G. M. Hall is over the age of twenty-one years and resides in Baldwin County, Alabama, that the defendant, Swift & Company, Ltd. is a corporation and is doing business in the County of Mobile, Alabama.

Second.

Orator shows unto your Honor that on the 10th day of September 1909 the defendant, G. M. Hall obtained from Orator a loan of Twelve Hundred and Fifty 00/100 Dollars, for which he gave to Orator his note dated, September 10th 1909 and payable three years after date with interest at eight per cent per annum, that for the purpose of securing the payment of said note, said defendant, G. M. Hall, gave to Orator a mortgage bearing even date with said note, on all his undivided interest in the lands in Baldwin County, Alabama, which he inherited from his father, D. D. Hall. Said Mortgage was filed for Record in the office of the Judge of Probate of Baldwin County, Alabama, on September 13th 1909 and duly recorded on September 14th 1909 in Mortgage Record No.9 page 100.

A copy of said Mortgage ~~is hereto~~ duly certified by the Probate Judge of Baldwin County, Alabama, on February 21st 1912, is hereto attached, marked Exhibit "A", and made a part of this Bill of Complaint.

✓

Third.

Orator further shows unto your Honor that the lands in Baldwin County, Alabama, belonging to said D. D. Hall, deceased, the father of the defendant, G. M. Hall, have never been divided, between the heirs, nor has the interest of said G. M. Hall ^{been} set apart to him, but that on the 1st day of December 1913 the heirs of said D. D. Hall, deceased, made a conveyance of certain lands in Baldwin County, Alabama, to the ^{W.M.} Carney Mill Co. for which they were paid a considerable sum of money; that after receiving his portion of said money from said Carney Mill Co., said defendant, G. M. Hall paid Orator the sum of Thirteen Hundred Dollars and Orator receipted for the same, and entered on the ~~xxx~~ margin of the record where the mortgage above referred to is recorded the following receipt and cancellation, to wit:

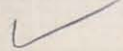
"Received April 9th 1914 of G. M. Hall Thirteen Hundred Dollars (\$1300.) on the above mortgage, and it is understood and agreed that this mortgage is cancelled in full as to the following described land which has been sold to the Carney Mill Co., viz: the N $\frac{1}{2}$ of NE $\frac{1}{4}$, E $\frac{1}{2}$ of NW $\frac{1}{4}$ of Sec 13; all Sec 14; SE $\frac{1}{4}$ & E $\frac{1}{2}$ of SW $\frac{1}{4}$ & the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ Sec 15; all Sec 22, all in Tp. 2 N R 3 E St Stephens Meridian, leaving a balance of \$391.60 secured by all property not released or cancelled as above stated."

Attest: (signed) Howell W. Slaughter
 J. H. H. Smith, Judge of Probate
 by J. L. Kessler, Clerk."

Orator shows that nothing more has been paid on said debt secured by said Mortgage since the payment of \$1300.00 on the 9th. day of April 1914 when a balance of \$391.60 was due to Orator by said G. M. Hall.

Fourth.

Orator further shows unto your Honor that he is informed in the Circuit Court of Baldwin County, Alabama, that the defendant, Swift & Company, Ltd. obtained a judgment/ against said defendant G. M. Hall on the 20th day of May 1914, ^{for \$111.52} a Certificate of which judgment has been recorded in the Office of the Judge of Probate of Baldwin County, Alabama, on which judgment an Execution has been issued and levied on certain lands in Baldwin County, Alabama, and the same are advertised for sale by the Sheriff of Baldwin County, Alabama, to satisfy said judgment. The lands so levied upon embrace the lands inherited by the said



Defendant, G. M. Hall from his father, D. D. Hall, and are the same land conveyed to Orator in the mortgage dated September 10th 1909, herein above referred to, and Orator is informed that the defendants, Swift & Company, Ltd., claim a lien on said lands for the satisfaction of their judgment against said G. M. Hall.

Fifth.

Orator further shows unto your Honor, that said Mortgage given to Orator by said defendant, G. M. Hall, contains a power of sale, which provides that "should default be made in the payment of the note therein described, then the said Howell W. Slaughter shall have the right to take possession of said property and sell the same at public outcry for cash in front of the Court House of Baldwin County, Alabama, after first giving thirty days notice of the time, place and terms of said sale, by publication in some newspaper published in Baldwin County, Alabama, once a week for three successive weeks. The proceeds in case of such sale be applied first, to the payment of the costs and expenses of taking possession of and advertising said property for sale, including an auctioneer's fee and the cost of making deed to the purchaser, then to the payment of whatever taxes may be due on said property, then to the payment of a reasonable attorney's fee for conducting said foreclosure proceeding either under the terms of this mortgage, or through Chancery, then to the payment of the indebtedness secured by this mortgage, and the balance if any, shall be paid over to said G. M. Hall, his heirs or assigns. And the said Howell W. Slaughter may have the right to bid and purchase at said sale, the same as any stranger to this conveyance".

And Orator shows to your Honor that he is advised that it is necessary to go into the Chancery Court to foreclose this mortgage in order to ascertain what undivided interest the defendant G. M. Hall has in said lands and what particular lands the said defendant inherited from his father, D. D. Hall, so that the lands will sell to the best advantage, that Orator may realize from a sale the

4-

balance of the debt secured by said mortgage.

Sixth.

Orator further shows unto your Honor that the only description of the land conveyed to him in said Mortgage is "all my undivided interest in the lands in Baldwin County, Alabama, inherited by me from my father, D. D. Hall."

To the end therefore that it may be ascertained what undivided interest said defendant, G. M. Hall, owns, and what particular lands in Baldwin County, Alabama, were conveyed in said mortgage to Orator, said G. M. Hall is required to answer the following interrogatories:

Interrogatory 1. Please give a full and correct description of all the lands in Baldwin County, Alabama, which you inherited from your father, D. D. Hall, deceased?

Interrogatory 2. What was your undivided interest in said lands at the time you executed the mortgage to Howell W. Slaughter to secure the payment of \$1250.00, on September 10th 1909?

Interrogatory 3. Are there any other liens or incumbrances on your interest in said lands, besides the judgment in favor of Swift & Company, Ltd.

Prayer for Process.

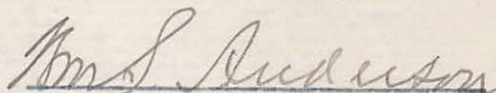
To the end therefore that equity may be done in the premises, Orator prays that the States writ of subpoena issue out of this Honorable Court directed to the said G. M. Hall and also directed to said Swift & Company, Ltd. a corporation, commanding them and each of them to appear and plead, answer or demur to the foregoing Bill of Complaint within the time required by law and in accordance with the rules of practice of this Honorable Court.

Prayer for Relief.

And then may it please your Honor to take jurisdiction of this cause and by proper orders and decrees to require the defendant G. M. Hall to pay to Orator the balance, if any found to be due under said note and mortgage;

That your Honor will by proper orders and decrees ascertain what lands defendant, G. M. Hall, inherited from his father, D. D. Hall, and what undivided interest said defendant had in said lands at the time he executed said mortgage to Orator;

That an account may be taken and stated showing what is due for the principal and interest on said mortgage, including a reasonable attorney's fee to the Solicitor of your Orator, together with the costs of this proceeding and that your Honor will order and decree that if the same be not presently paid, at a time to be fixed and determined by this Honorable Court, that your Honor will order a sale of all the undivided interest of said defendant, G. M. Hall in said lands, except the lands sold to the Carney Mill Co. and released from said mortgage, by the Register of this Court to pay and satisfy the amount found to be due, including such reasonable attorney's fee, the costs of this Court and the expenses of such sale; and that the equity of redemption of all of said defendants in said lands be forever barred and foreclosed; and that your Honor will grant to Orator such other, further and different relief as he may be entitled to and as to your Honor may seem just and equitable.



Solicitor for Complainant.

Foot note:

The defendants, G. M. Hall and Swift & Company, Ltd., a corporation, are each required to answer the foregoing Bill of Complaint from paragraph one, to paragraph Sixth, both inclusive, but not under oath. The oath of each defendant is hereby expressly waived.



Solicitor for Complainant.

Exhibit "A"

State of Alabama,
Baldwin County.) Know all men by these presents, That I, G.M. Hall, (single) in consideration of the sum of Twelve hundred & fifty (\$1250.00) Dollars to me in hand paid by Howell W. Slaughter, the receipt whereof is hereby acknowledged, do hereby grant, bargain, and sell unto the said Howell W. Slaughter all, my undivided interest in the lands in Baldwin County, Alabama, inherited by me from my father D.D. Hall.

To have and to hold to him and his heirs forever.

Provided however that should I pay or cause to be paid to the said Howell W. Slaughter my certain promissory note of even date herewith for the sum of Twelve hundred & fifty (\$1250.00) Dollars, payable Three years after date, with 8% interest & I can redeem this mortgage 1 yr. after date, Then these presents shall cease, determine and be void, otherwise to be and remain in full force and effect.

Should default be made in the payment of the above described promissory note, then the said Howell W. Slaughter shall then have the right to take possession of the said property and sell the same at public outcry for cash in front of the Court House of Baldwin County, Alabama, after first giving thirty days notice of the time, place and terms of said sale, by publication in some newspaper published in Baldwin County, Alabama, once a week for three consecutive weeks.

The proceeds in case of such sale be applied first to the payment of the costs and expenses of taking possession of and advertising said property for sale, including an auctioneer's fee and the cost of making deed to the purchaser, then to the payment of whatever taxes may be due on said property, then to the payment of a reasonable attorney's fee for conducting said foreclosure proceeding either under the terms of this mortgage, or through Chancery, then to the payment of the indebtedness secured by this mortgage, and the balance if any, shall be paid over to the said G.M. Hall, his heirs or assigns. And the said Howell W. Slaughter may have the right to bid and purchase at said sale the same as any stranger to this conveyance.

In witness whereof I have hereunto set my hand and seal this 10th day of September, 1909.

G.M. Hall.

(Seal)

State of Alabama,
County of Baldwin) I, H.J. Davis, J.P. for said State and County, hereby certify that G.M. Hall whose name is signed to the foregoing mortgage, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said mortgage, he executed the same voluntarily on the day the same bears date,

Given under my hand this 10 day of September, 1909.

H.J. Davis, J.P.

Baldwin County, Alabama.

State of Alabama,
Baldwin County.) I, J H H Smith, Judge of Probate for said county hereby certify that the following privilege tax has been paid on the within instrument as required by acts 1902 & 1903 Viz 1 cts 95.

J H H Smith, Judge of probate.

by J.L. Kessler, Clerk.

Filed for record September 13th 1909.

Recorded September 14th 1909.

J H H Smith, Judge of Probate.

The State of Alabama,
Baldwin County.) I, J H H Smith, Judge of Probate in and for said State & County hereby certify that the above and foregoing lines of typewritten matter is a true, correct & complete copy of an instrument of writing as the same appears of record in Mortgage Record No 9, at Page 100, kept for the purpose of recording Mortgages &c, Now on file in the office of the Judge of Probate of Baldwin County, Alabama.

Witness my hand and the seal of the Probate Court of Baldwin County,
Alabama, this the 21st day of february, A.D. 1912.

J. H. H. Smith

Judge of Probate.



On March 6th, 1911,	\$100.00
Making a total of	<u>\$1250.00</u>

that complainant is claiming and has been demanding of the defendant the principal and interest on the entire amount of \$1250.00 from September 9th, 1909, to date, notwithstanding he did not loan said money to defendant until the date specified. Defendant submits that the said claim of interest is usurious.

3rd. Defendant for answer to the third paragraph of the bill of complaint says: It is true that the lands in Baldwin County formerly owned by D. D. Hall, the father of this defendant, have never been divided, nor has the interest of this defendant been set apart to him; that on or about the 1st day of December, 1913, the heirs of said D. D. Hall, deceased, made a conveyance of certain lands in Baldwin County, Alabama, to W. M. Carney Mill Company for which they were paid a considerable sum of money; that on or about said time, to wit: April 9th, 1914, this defendant paid complainant fourteen hundred dollars and not thirteen hundred dollars as is alleged in the bill of complaint, but it now appears to be true that complainant only gave defendant credit for \$1300.00 instead of the amount he actually paid. Defendant denies and alleges to be untrue the statement in the said bill that nothing more was paid on said mortgage and alleges the truth to be that on January 16, 1911, he paid to the complainant two hundred and fifty dollars to be applied on the indebtedness secured by said mortgage and he holds complainant's receipt for same, but complainant has never given him any credit for said payment. This defendant specifically denies that he owed complainant \$391.60 on April 9th, 1914, or any other sum; he alleges and shows that if he is correct in his assumption that the interest claimed under said mortgage is usurious, then complainant has been paid more than he was entitled to under his said mortgage; and the said mortgage should be delivered up and cancelled, and judgment or decree rendered against the complainant in favor of this defendant for the amount he has paid in excess of the amount for which he was legally lia-

ble under said mortgage, together with interest thereon. If, however, defendant is mistaken in his allegations that the interest charged in said mortgage is usurious, then whatever amount he may be found to be due to complainant upon an accounting this defendant offers to pay.

4th. For answer to the fourth paragraph of the bill of complaint defendant says that he is informed and believes that the allegations therein contained are true.

5th. For answer to the fifth paragraph of the bill of complaint, defendant says that powers of sale, etc., set out therein in quotations as being contained in said mortgage are substantially correct. As to the necessity of complainant coming into a court of equity to attempt to foreclose the said mortgage, defendant says that this can only be determined upon an accounting.

6th. Answering the sixth paragraph of the bill of complaint, the defendant says that the quoted description of the property embraced in the mortgage is correct. Answering the interrogatories defendant says:-

1st. the defendant says that he is unable to give a full and correct description of all the lands in Baldwin County, Alabama, which he inherited from his father, as he has no list of same. He is advised that in as much as the deeds under which his father acquired title are all of record as required by law the information is as open and accessible to complainant as it is to this defendant; the information is not in possession of defendant and could not be obtained correctly without an expensive examination of the records by a competent abstractor. Defendant believes however that the list of lands as advertised by the sheriff to be sold to satisfy the judgment of Swift & Company is for the most part correct.

To the 2nd Interrogatory he says that D. D. Hall, his father, died intestate leaving a widow and seven children all of whom are now living and that his undivided interest in his father's lands is such as is fixed by the laws of Alabama as to descents and dis-

tributions.

To the 3rd Interrogatory he says: t

There are no liens other than the judgment of Swift & Company on the defendant's interest in said lands.

Defendant prays that this answer may be taken as a cross bill and that complainant, H. W. Slaughter, be made a defendant thereto. That an accounting may be had and that your Honor will decree that the indebtedness secured by said mortgage, set out as "Exhibit A" to the bill of complaint, has been fully paid and that same be delivered up and cancelled; that if it be ascertained that defendant has overpaid the complainant, your Honor will render a decree against complainant in defendant's favor for such an amount as may be ascertained to be due him.

Hall & Beebe
Solicitors for Plaintiff.

FOOT NOTE:

The defendant is hereby required to answer the allegations of paragraphs one to six, inclusive, but answer under oath is expressly waived.

Hall & Beebe
Solicitors for Plaintiff.

STATE OF ALABAMA
MOBILE COUNTY

Thirteenth District, Southwestern Chancery Division.

To any Sheriff of the State—Greeting:

You are hereby commanded to summon

Swift and Company, Ltd
a Corporation

to appear, and plead, answer or demur, within thirty days from the service hereof, to a Bill of Complaint filed in the Chancery Court, for the Thirteenth District, Southwestern Chancery Division, State of Alabama, at Mobile, against

it and G. M. Hall

defendant ~~and~~ by

Howell W. Slaughter

Complainant

Witness my hand, this *27* day of *January* A. D., 191*6*

Carl Holborn

Register

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

SHERIFF'S RETURN

Received this the 24 day of Jany A. D. 1916
and on the 12 day of Feby 1916 I served a copy of the
within subpoena in Chancery on J. J. Inahel Sales Managed Sheriff Company Limited

J. J. Inahel Sheriff Inahel County
By J. G. Carter D. S.

to return and hold answer or demurrer within thirty days from the service hereof to a Bill of Complaint
filed in the Chancery Court for the Thirteenth District, Southwestern Chancery Division, State of
Alabama at Mobile against

2nd 198 256
No. 115727

James W. Maughalter

Vs. } Sub. in Chancery

E. M. Kael et al

Issued 24 day of Jany 1916

Recorded

Filed Jany 25 1916
J. M. Dickinson
Register

RECORDED

The Circuit Court of Mobile Co., Ala.
Registry.

The party defendant is entitled to a copy of this bill upon application to the Register.

STATE OF ALABAMA
MOBILE COUNTY

Thirteenth District, Southwestern Chancery Division.

To any Sheriff of the State—Greeting:

You are hereby commanded to summon

G. M. Hall.

to appear, and plead, answer or demur, within thirty days from the service hereof, to a Bill of Complaint filed in the Chancery Court, for the Thirteenth District, Southwestern Chancery Division, State of Alabama, at Mobile, against

Luin and Swift and Company, Ltd

defendant, by

Hawell W. Slaughter

Complainant

Witness my hand, this

21

day of

January

A. D., 191*6*

Carl Hobson Register

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

SHERIFF'S RETURN

Received this the 25 day of Jan A. D. 1916
and on the 26 day of Jan 1916 I served Copy of the
within subpoena in Chancery on G M Hall

C E Eubank Sheriff Baldwin County

No. 11572

Vs. Sub. in Chancery

Thomson vs. Slaughter

G M Hall

Issued 27 day of Jan 1916

Filed July 20th 1920
W H Keenan
Register

Recorded

RECORDED

in Circuit Court Baldwin County, Ala Registry.

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Howell W. Slaughter)
) Circuit Court of Baldwin County, Ala.
) In Equity.
))
G. M. Hall)

This cause coming on to be heard is submitted for decree on the Bill and Exhibits thereto, and the Answer of defendant, G. M. Hall. And the matters and things in said cause having been examined and understood by the Court, it is ordered, adjudged and decreed by the Court, that Complainant is entitled to the relief prayed for.

IT IS THEREFORE ordered, adjudged and decreed by the Court that the Register of this Court will take and state an account between complainant and defendant, G. M. Hall, showing what, if anything, is due for the principal and interest on said mortgage indebtedness and also what is a reasonable attorney's fee to Complainant's Solicitor in this cause.

The Register will report how he has executed this decree.

All other matters are reserved until after the coming in of the Register's Report.

This 3 day of June 1921.

John D. Leigh
Judge.

H. W. SIAUGHTER.
COMPLAINANT.

VS.

G. M. HALL and SWIFT
& COMPANY, LTD.
RESPONDENT.

IN CHANCERY COURT AT MOBILE.

And now comes Swift & Company and answering the bill filed against it in this case says that the judgment in favor of this respondent against the said G. M. Hall, referred to in said bill of complaint has been paid in full, therefore this respondent has no interest in the proceedings commenced in this court.

W. M. L. G. & Co.
SOLICITORS FOR SWIFT & COMPANY, RESPONDENTS.

Howell W. Slaughter)
 vs.) In Circuit Court, Baldwin County, Alabama
)
) In Equity.
 G. M. Hall)

This cause came on to be heard on the pleadings and proof in the cause, and the Court was of the opinion that the Complainant was entitled to the relief prayed for. It was therefore ordered, adjudged and decreed on June 3rd.1921, that Complainant is entitled to the relief prayed for, and the Register of this Court was ordered to take and state an account between Complainant and defendant G. M. Hall, what if anything is due Complainant on said mortgage indebtedness and also what is a reasonable attorney's fee to Complainant's Solicitor in this cause; And the Register having filed his Report on September 24th.1921 and the same having been filed in open Court on that day and ten days having expired since the filing of said Report and no exceptions having been filed, It is ordered, adjudged and decreed that said Report be in all things ratified and confirmed.

And it appearing from said Report that there was due the Complainant by the defendant, G. M. Hall, on September 23rd.1921, the sum of Five Hundred and Sixty-four 12/100 Dollars (\$564.12), and that a reasonable fee to be allowed Complainant's Solicitor for his services would be Seventy-five Dollars (\$75.00), making a total sum of Six Hundred and Thirty-nine 12/100 Dollars (\$639.12):

It is ordered, adjudged and decreed, that if the sum of Six Hundred and Thirty-nine 12/100 Dollars, with interest from Sept 24th. 1921, together with the costs of this suit to be taxed by the Register, is not paid within thirty days after the enrollment of this Decree to the Register or Complainant or Complainant's Solicitor, the Register is ordered to advertise and sell for cash to the highest bidder, at public auction before the Court House door of Baldwin County, Alabama, the lands described in said mortgage of G. M. Hall to Howell W. Slaughter, dated September 10th.1909 and recorded on September 13th.1909 in Mortgage Book 9 page 100 of the records of Baldwin County, Alabama, viz: all the undivided interest of G. M. Hall in the lands in Baldwin County, Alabama, inherited by him from his father, D. D. Hall, deceased.

The Register must give notice of the time, place and terms of said sale with a description of said property, by publication in THE BALDWIN TIMES, a newspaper published at Bay Minette, Baldwin County, Alabama, once a week for three successive weeks, and by posting up notice of such sale at the Court House door of said County for thirty days previous to said sale. The Register will retain out of the proceeds of said sale, the costs and expenses of this suit and sale and apply the remainder to the payment of the demand of the Complainant, including the attorney's fee, and the balance, if any, to pay to said G. M. Hall, the defendant.

It is further ordered, that the Register make a deed of conveyance of said land to the purchaser at said sale upon the payment of the purchase money. Should the proceeds of said sale fail to satisfy said costs and Complainant's debt including the attorney's fee, the Register will note the balance due. The Register will Report to this Court his action in the premises.

This 5th day of December 1921, in open Court.

John D. Leigh,
 Judge.

Howell W. Slaughter)
vs.)
G. M. Hall ~~sist.~~)

Report of Register.

To the Hon. John D. Leigh, Judge of the Circuit Court of Baldwin County, Alabama:

Pursuant to a decree rendered in the above entitled cause, the undersigned held a reference, which was continued from time to time on account of the illness of Complainant's Solicitor. Notice of the time and place of holding such reference was served on Solicitors for defendant, G. M. Hall. The said reference was attended by William S. Anderson, Solicitor for Complainant, Solicitors for defendant were notified but did not attend.

The testimony and evidence offered at the reference is attached to this Report. From the evidence produced before him the Register finds and reports the account between the Complainant and the Defendant, G. M. Hall to be as follows:

Principal and Int. due H. W. Slaughter by G. M. Hall April 9, 1914, on debt secured by Mortgage,.....	\$1653.30
April 9, 1914, Cash paid to H. W. Slaughter,.....	<u>1300.00</u>
Balance due H. W. Slaughter April 9, 1914,.....	353.30
Interest thereon to Sept 23, 1921, 7 yrs. 5 mos. & 15 days,...	<u>210.82</u>
Amount due H. W. Slaughter, Sept 23, 1921,.....	\$564.12

The Register further finds and Reports, that a reasonable fee to be allowed the Solicitor for Complainant for his services in this cause would be Seventy-five Dollars.

Respectfully submitted this 24th day of September 1921.

T. W. Peterson

Register.

\$1250.00

Mobile, Ala.

Sept. 10 - 1909

Three years after date, for value received, I promise to

pay to the order of H. W. Slaughter

Twelve hundred fifty two and 00/100 DOLLARS
which is covered by mortgage with interest at 8%
per annum
at the CITY BANK AND TRUST CO., Mobile, Alabama.

And it is agreed that if the holder hereof shall deem it necessary to place this obligation in the hands of an Attorney for collection, then such reasonable attorney's fees as may be incurred in its collection, by suit or otherwise, shall be paid by the makers, endorsers, drawers and acceptors of this note, and as maker or endorser, I hereby waive presentment, notice of protest and protest in all forms.

And all rights of exemption to personal or real property under the Laws and Constitution of this State, or any other State, whether now existing or hereafter created, are hereby waived in behalf of this obligation by the makers and endorsers of this note.

G. M. Hall

Due

Howel W Slaughter,
vs
G.M.Hall *et al*

Circuit Court Baldwin County,
Alabama. In Equity.

Testimony taken at a reference held before T.W.Richerson,
Esq., Register September 23rd, 1921.

Complainant offered in evidence note of G.M.Hall, dated September 10th, 1909, payable three years after date to the order of H.W.Slaughter for \$1250.00, with interest at 8% secured by Mortgage of even date, which is hereto attached.

H.W.Slaughter having been duly sworn testified as follows:

Examination by W.S.Anderson, Esq., Solicitor for Complainant,

I am the Howell W Slaughter, named in the Bill of Complaint in this cause, and I am the owner of the note and mortgage made by G.M.Hall, dated September 10th, 1909, the note referred to is the one just offered in evidence by me, in answer to the question if anything had been paid on this mortgage, the witness answers the only payment ever made to me on this mortgage, was made on the 9th, of April 1914, when I was paid the sum of \$1300.00, this payment was made through Mr. Gessner T Mc Corvey,

The amount due at the time of such payment April 9th, 1914, was 1653.30/100 Dollars, that left a balance due on said note and mortgage of three hundred fifty three and 30/100 dollars, ~~the~~

The amount now due is said sum of \$353.30 with interest at 8% per annum to this date from April 9th, 1914.

H. W. Slaughter

W.H.Hawkins, Esq., after first being duly sworn testified as follows:-

I am a practicing Lawyer, residing at Bay Minette, Alabama, and have been practicing law for about sixteen years, I am familiar with charges usually made by Lawyers.

I have examined the papers in this case and in my opinion a reasonable attorney's fee for Complainant's Solicitor, would be the sum of Seventy Five Dollars.

W. H. Hawkins

THE BALDWIN TIMES

ABNER J. SMITH, PROPRIETOR

DEVOTED TO THE INTEREST OF BALDWIN COUNTY AND HER PEOPLE

PUBLISHED EVERY THURSDAY

SUBSCRIPTION: \$1.00 PER YEAR IN ADVANCE

ADVERTISING RATES ON APPLICATION

TELEPHONE No. 7, LOCAL AND LONG DISTANCE

BAY MINETTE, ALA.,

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA,
BALDWIN COUNTY.

W. M. Moore, being duly sworn, deposes and says that he is the FOREMAN of THE BALDWIN TIMES, a Weekly Newspaper published at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of

NOTICE OF REGISTER'S SALE

Howell W. Slaughter, Complainant

VS

G. M. Hall, Defendant

Was published in said Newspaper for 3 consecutive weeks in the following issues:

Date of first publication	<u>January 19th, 1922</u>	Vol. <u>32</u>	No. <u>49</u>
“ “ second “	<u>January 26th, 1922</u>	Vol. <u>32</u>	No. <u>50</u>
“ “ third “	<u>February 2nd, 1922</u>	Vol. <u>32</u>	No. <u>51</u>
“ “ fourth “		Vol. _____	No. _____

Subscribed and sworn to before the undersigned

this 17th day of February 1922.

T. W. Richerson
Clerk Circuit Court.

W. M. Moore
Foreman.

Notice of Register's Sale.

Howell W. Slaughter, Complainant, vs. G. M. Hall, Defendant. Circuit Court, Baldwin County, Alabama. In Equity.

By virtue of a decree rendered at the Fall Term of the Circuit Court of Baldwin County, Alabama, on the 5th day of December, 1921, in the above stated cause, I shall proceed to sell to the highest and best bidder for cash, at public auction, at the Court House door of Baldwin County, Alabama, within the legal hours of sale on Monday, the 20th day of February, 1922, the following described real estate, viz: all the undivided interest of G. M. Hall, the defendant, in the lands in Baldwin County, Alabama, inherited by him from his father, D. D. Hall, deceased, to satisfy said decree.

Witness my hand this 19th day of January, 1922.

T. W. Richerson,
Register.

Largest Weekly Circulation in South Alabama

Bay Minette, Ala.,

February 6th, 1922

M

Howell W. Slaughter, Complainant

vs

G. M. Hall, Defendant

NOTICE OF REGISTER'S SALE

THE BALDWIN TIMES

ABNER J. SMITH, PROPR.

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BOND

The State of Alabama)
Baldwin County.)

Howell W. Slaughter,)
Complainant) In the Circuit Court, Baldwin County, Alabama
vs.)
G. M. Hall,)
Defendant.) In Equity.

To G. M. Hall, Defendant or Mess Rickarby & Beebe, Solicitors:

Take Notice that pursuant to an order of reference made in the above entitled cause at the Spring Term 1921 of said Court on to wit; the 3rd day of June 1921, I have appointed ~~Friday~~ ^{Thursday} August 7th 1921, at my office at the Court House of Baldwin County, Alabama, at 10 o'clock A.M., for considering the matters thereby referred to me, at which time and place all parties concerned are to attend.

Witness, T. W. Richerson, Register of said Circuit Court this
29th. day of July 1921.

T. W. Richerson Register.

Received copy of foregoing, formal
notice waived this July 30, 1921
R. G. Rickarby & Beebe
Solicitors in Law.

467
Circuit Court, Baldwin County
In Equity.

No. 250

Howell W. Slaughter
vs. Notice of Reference.
G. M. Hall

Issued 29th day of July 1921

T. D. McIlwain
Register

Filed July 30th 1921
T. D. McIlwain
Register

RECORDED
in Circuit Court
of Baldwin County,