

STATE OF ALABAMA)
BALDWIN COUNTY)

Before me, T. W. Richerson, clerk of the Circuit Court of Baldwin County, Alabama, this day personally appeared W. A. Stoddard, who is known to me and who being by me duly sworn, deposes and says; that on to-wit, December 15th, 1916, he was agent for the Southern Plantation Development Company, a corporation, and that as such agent and with full power and authority he negotiated with W. D. Owens, Jr. and sold to him for turpentine purposes the growing pine timber on a large tract of land in Baldwin County, Alabama, belonging to or held under option of purpose from Southern States Lumber Company by the said Southern Plantation Development Company, including the lands described in the complaint of Stanton A. Scott against W. D. Owens, case number 1600, pending in the Circuit Court of Baldwin County, Alabama; that the said W. D. Owens and W. D. Owens Jr. is one and the same person; that the said Southern Plantation Development Company prepared and delivered to W. D. Owens a plat showing the lands described in said complaint to be covered by said lease; that through error the lands described in said complaint were omitted from the description of the written conveyance, evidencing the trade; that it was the intent that said lands be included in said conveyance; that immediately upon execution of said conveyance W. D. Owens was placed in actual possession of said lands by the said Southern Plantation Development Company.

W. A. Stoddard

Sworn to and subscribed before me this the 23
day of Nov, 1920.

T. W. Richerson
CLERK OF THE CIRCUIT COURT.

James Z. Lutz
Plaintiff
vs
Fred L. Brown
Defendant
(Circuit Court
Gallatin County
Albama)

came the Plaintiff and move
the court to set aside the
verdict rendered by the
jury in this cause and
grant Plaintiff a new trial
and as grounds therefor
says:

First: That said verdict
is contrary to the law and
the evidence.

Second: That said ver-
dict is contrary to the law.

Third: That said verdict is
contrary to the evidence.

Fourth: That said verdict
is contrary to the evidence in
that there was no evidence
adduced at the trial to sup-
port defendant's plea two to
Plaintiff's second count.

Fifth: There was no evidence
adduced at the trial that plain-
tiff undertook to procure a jury

Conveying to defendant the Wyat
lands. But I make adverse claim
as alleged in defendant's plea
to to plaintiff's second count
Sixth: That there was no evidence
adduced at the trial that there
was a valid adverse claim
to the Wyatt lands as alleged
in said plea two to plaintiff's
second count.

Seventh: That there was no
evidence adduced at the trial
to support defendant's plea of
set off numbered 5.

Eighth: That there was no evidence
adduced at the trial that plaintiff
agreed with defendant that
if he would procure the
sale of the Wyatt lands to
plaintiff for \$8000 that he would
sell said lands for \$2000
and divide the profit thereon
with defendant as alleged
in defendant's plea of set off
numbered 6.

Ninth: That there was no
evidence adduced at the trial
that defendant ever procured

a bona fide purchase for the Reps
place ready, able and willing
to purchase said property of
at \$200.00 as set out in
deed book per of set off sum-
bered 5

Richard Beebe
for Plaintiff

71

Goodhue 3/1/52
April 6, 1952
Kew

JAMES W. LUTHER, PLAINTIFF)

VS)

FRED L. BROWN, DEFENDANT.)

CIRCUIT COURT , BALDWIN COUNTY,

ALABAMA.

To Hon. W. S. ANDERSON, attorney for defendant:

You are hereby notified that Plaintiff has this day filed a motion in the above styled cause to set aside the verdict rendered by the jury in said cause and for a new trial of the cause.

Reckard & Gieshe
For Plaintiff

Received copy of foregoing notice and waive further notice this the 31st day of May, 1923.

W. S. Anderson
For Defendant.

State of Alabama)
Baldwin County.)

Before me T. W. Richerson, Clerk of the Circuit Court of Baldwin County, Alabama, personally appeared, ~~Mark White~~, who is known to me, who after being by me first duly sworn deposes and says:

That he was a witness for the defendant in the case of James W. Luther vs. Fred L. Brown, tried at this Spring Term of the Circuit Court of Baldwin County, Alabama; That his testimony at such trial was true; that he went with N. E. Hall at the request of Fred L. Brown to the office of said James W. Luther, for the purpose of purchasing the Dyson place; I told said N. E. Hall that I understood that the Dyson place could be purchased from Luther for \$1000.00 or \$1200.00; Said N. E. Hall said he would buy the place for \$1200.00, if he could not get it any cheaper, said Hall told me he had the money to pay for the place. Said Hall went with me to Luther's office for the express purpose of trying to buy the Dyson place; When we went into the office I said to Mr Luther I had brought a man to buy the Dyson place. This was said in said Hall's presence. I then asked Luther if he would take \$1000.00, Luther said, No. I then said He will pay you \$1200.00. Mr. Luther then said he had concluded to keep the place, and did not care to sell. N. E. Hall was present and heard all that was said. As we were going out of the office said N. E. Hall said to Luther, then you will not sell the place for \$1200.00, Luther said no, I will not sell for \$1200.00. Before going to Luther's office said N. E. Hall told me he had the money to pay \$1200.00 for the Dyson place.

Subscribed and sworn to before me)
this 24 day of June 1923.)

M B White

T. W. Richerson, Clerk. Circuit Court

State of Alabama
Bellevue County

Before me T. W. Richardson, Clerk of the District Court of
Bellevue County, Alabama, personally appeared, [Name], who is
known to me, who after being by me first duly sworn depose and say:
That he was a witness for the defendant in the case of James W.

Luther vs. Fred L. Brown, tried at this Spring Term of the District
Court of Bellevue County, Alabama; that his testimony at such trial

was true; that he went with E. E. Hall to the residence of Fred L. Brown
at the office of said James W. Luther, for the purpose of purchasing

the place; that he said E. E. Hall that I understood that the
place could be purchased from Luther for \$1500.00 or \$1800.00;

E. E. Hall said he would buy the place for \$1500.00, if he could
not get it any cheaper; and Hall told me he had the money to pay for

the place. Said Hall went with me to Luther's office for the express
purpose of trying to buy the place; when we went into the office

I said to Mr. Luther I had brought a man to buy the place. This
was said in said Hall's presence. I then asked Luther if he would take

\$1500.00, Luther said, No. I then said he will pay you \$1800.00. Mr.
Luther then said he had concluded to keep the place, and did not come

to sell. E. E. Hall was present and heard all that was said. As we
were going out of the office said E. E. Hall said to Luther, then you

will not sell the place for \$1800.00, Luther said no, I will not sell
for \$1800.00. Before going to Luther's office said E. E. Hall told

me he had the money to pay \$1800.00 for the place.
Subscribed and sworn to before me
this 1st day of June 1935.

[Handwritten signature]

T. W. Richardson, Clerk

[Handwritten signature]

State of Alabama) In Circuit Court, Baldwin County, Alabama.
Baldwin County.) Spring Term 1923.

Before me T. W. Richerson, Clerk of the Circuit Court of Baldwin County, Alabama, personally appeared Fred L. Brown, who is known to me and who is the Defendant in the case of James W. Luther vs. Fred L. Brown in the Circuit Court of Baldwin County, Alabama, who after being by me first duly sworn deposes and says; that the statement contained in the motion of said James W. Luther in said cause that he, (Fred L. Brown) knew that the ~~statement~~ testimony of Mark White, a witness for the defendant in said case, "that he in the presence of and on behalf of one N. E. Hall offered plaintiff the sum of \$1200.00 for the Dyson place, as alleged in defendant's plea of set-off numbered 5, was false", is untrue, on the contrary this deponent says, that to the best of his knowledge said testimony of said White, was true; that he had gotten said White to take said N. E. Hall to the plaintiff Luther for the purpose of making the offer and purchasing said Dyson place.

This deponent further says, that the statement in the affidavit of said N. E. Hall, sworn to on June 5th. 1923, "that about two weeks before Court Mr Fred L. Brown came to me and wanted me to testify that I would have bought the Dyson place from Mr Luther, but I told him I couldn't do that because I did not have the money and did not make any offer for the place, he argued with me that I could testify that I made the offer whether I had the money or not, but I told him I did not have the money and did not make the offer", is entirely false and untrue; Affiant summoned him as a witness, because he had gotten White to take Said Hall to Luther to make the offer for the Dyson place; that he was informed by said White that when they went to Luther's office, he (White) had made the offer to Luther for Hall and in Hall's presence, and Luther had declined to sell; Affiant further says that the statement by said Hall in his affidavit that he told affiant that he did not have the money, is untrue, on the contrary affiant says, that said Hall told him he ^{did have} the money and that White made the offer to Luther for him and in his presence, but that Luther declined to sell.

Subscribed and sworn to before me)
this 7th day of June 1923.)

T. W. Richerson, Clerk.
Circuit Court

Fred L. Brown

Mrs. L. M. Munn

Wichita, Kan. Dec 1923
N. M. Williamson
Dear Sir,

I have been thinking of you a great deal lately and wondering how you are getting on. I hope you are well and happy. I have been very busy lately, but I have managed to find some time to write to you. I have been thinking of you a great deal lately and wondering how you are getting on. I hope you are well and happy. I have been very busy lately, but I have managed to find some time to write to you.

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State of Alabama)
Baldwin County.)

Before me T. W. Richerson, Clerk of the Circuit Court of Baldwin County, Alabama, personally appeared, Fred L. Brown, the defendant in the case of James W. Luther vs. Fred L. Brown in the said Circuit Court now pending on a motion for a new trial, who after being by me first duly sworn deposes and says that, the said N. E. Hall was summoned as a witness for ~~him~~ the defendant in said cause, and for some reason he did not appear; affiant further says that said suit has been pending in said Court for some time ^{since the 8th day of May 1922,} ~~that at the Fall Term ~~of this~~ 1922~~ of this Court, the case was called for trial and the trial was entered into both sides announcing ready; that said N. E. Hall had been subpoenaed as a witness for the defendant at said Fall Term 1922 but for some reason unknown to affiant said Hall was not present when the trial was entered into at that time, and defendant went to trial without said witness, Hall. Affiant states as a fact that the plaintiff was present when said trial was entered into and saw the witnesses who were sworn for defendant at that time, and plaintiff knew that defendant went into the trial of said cause without said Witness, Hall, at the Fall Term 1922 of this Court. Said witness Hall was subpoenaed as a witness for defendant at both terms of said Court, the Fall Term 1922 and the Spring Term 1923, and plaintiff knew that defendant had answered ready for trial at said Fall Term 1922, and had gone into the trial of said case without said witness, Hall. Affiant says that said trial so entered into at the Fall Term 1922, was not completed, owing to some arrangement the Court had made about trying another case.

Affiant further says that said witness, Hall lives about three miles from Robertsdale, ~~at which place the plaintiff, Luther, lives~~ and has been living there for some two or three years; the plaintiff, Luther lives at Robertsdale, and has known the place of residence of said Hall ever since this suit has been pending.

Subscribed and sworn to before me)
this 7th day of June 1923.)

T. W. Richerson)

Clerk Circuit Court.)

Fred L. Brown

State of Alabama
Baldwin County.

Before me E. W. Richardson, Clerk of the Circuit Court of Baldwin

County, Alabama, personally appeared, Fred L. Brown, the defendant in

the case of James W. Bell vs. Fred L. Brown in the said Circuit

Court now pending on a motion for a new trial, who after being by me

first duly sworn depose and say that, the said E. W. Bell was sworn

in as a witness for him the defendant in said case, and for some

reason he did not appear; that further says that said Bell has been

since the day of May 1933, and that at the fall term 1933

pending in said Court for some time, until some time in the fall

1933 of this Court, the case was called for trial and the trial was

entered into both sides announcing ready; that said E. W. Bell had

been subpoenaed as a witness for the defendant at said fall term 1933

but for some reason unknown to said Bell was not present when

the trial was entered into at that time, and defendant went to trial

without said witness, Bell. Plaintiff states as a fact that the plaintiff

was present when said trial was entered into and saw the witness

as who was sworn for defendant at that time, and plaintiff knew that

defendant went into the trial of said case without said witness, Bell,

and the fall term 1933 of this Court. Said witness Bell was subpoenaed

as a witness for both sides at both terms of said Court, the fall term

1933 and the spring term 1933, and plaintiff knew that defendant had

been subpoenaed for both terms of said fall term 1933, and had come into the

trial of said case without said witness, Bell. Plaintiff says that said

trial was entered into at the fall term 1933, was not completed, owing

to some arrangement to be made about trying another case.

Plaintiff further says that said witness, Bell lives about three

miles from Robertsdale, Baldwin County, Alabama, and has been living there for some two or three years; the plaintiff, further

states that he knows the place of residence of said Bell

and that he has been pending.

Subscribed and sworn to before me

this 7th day of June 1933.

E. W. Richardson

Clerk Circuit Court.

Handwritten: Fred L. Brown

Handwritten: Fred L. Brown
Jury Room
Jury Room

Handwritten signature: Fred L. Brown

James W. Luther, Plaintiff)

vs.

Fred L. Brown, Defendant.)

CIRCUIT COURT, BALDWIN COUNTY, ALABAMA.

Comes the Plaintiff and moves the Court to set aside the verdict rendered by the jury in this caous and grant plaintiff a new trial, and as grounds therefor says:

First. That said verdict is contrary to the law and the evidence.

Second. That said verdict is contrary to the law.

Third. That said verdict is contrary to the evidence.

Fourth. That said verdict is contrary to the evidence in that there was no evidence adduced at the trial to support defendants plea two to plaintiffs several counts.

Fifth. There was no evidence adduced at the trial that plaintiff undertook to procure a deed conveying to defendant the Wyatt lands free from adverse claims as alleged in defendant's ^{plea} to the plaintiff's second Count.

Sixth. That there was no evidence adduced at the trial that there was a valid adverse claim to the Wyatt lands as alleged in said plea two to plaintiff's second Count.

Seventh. That there was no evidence adduced at the trial to support defendant's plea of set off numbered 5.

Eighth. That there was no evidence adduced at the trial that plaintiff agreed with defendant that if he would procure the sale of the Dyson land to plaintiff for \$800.00 he would sell said land for \$1200.00 and divide the profits thereon with defendant as alleged in defendant's plea of set-off numbered 5.

Ninth. That there was no evidence adduced at the trial that defendant ever procured a bona fide purchaser for the Dyson place, ready able and willing to purchase said property at \$1200.00 as set out in defendant's plea of set off, numbered 5.

Rickarby & Beebe

for plaintiff.

Filed in Court May 31st.1923.

Notice of Motion served on W. S. Anderson Attornet for defendant, May 31st.1923.

JAMES W. LUTHER
PLAINTIFF

VS

FRED L. BROWN,
DEFENDANT.

CIRCUIT COURT, BALDWIN COUNTY, ALABAMA.

Come the plaintiff in said cause and as further and additional grounds for his motion to set aside the verdict of the jury in said cause rendered and for a new trial says:

a That said verdict was rendered on the testimony of one Mark White, a witness for defendant, that he in the presence of and for and on behalf of one N.E. Hall offered plaintiff the sum of \$1200.00 for the Dyson place, as alleged in defendant's plea of set-off numbered 5; that the said testimony of said witness White was false and a perjury and that the defendant, Fred L. Brown, knew before he placed the said witness on the stand that his testimony was false; that the said defendant thereby practiced a fraud on this Court to the hurt of the plaintiff, all of which is shown by the affidavit of N.E. Hall herewith filed and made a part of this motion.

b That since the trial of said cause plaintiff has discovered new evidence which if he is permitted to present to the court will be a complete defense to defendant's plea of set-off numbered 5, to-wit: one N.E. Hall, who will testify that he never made plaintiff any offer of \$2200.00 or any other offer for the Dyson place and that he did not have the money to pay for the same, as alleged by defendant in said plea, which said evidence was unknown to plaintiff until after the trial of said cause; that he had used due diligence to procure the same and was prevented from doing so by the acts of the defendant, all of which is shown by the affidavits of said N.E. Hall and plaintiff, James W. Luther, herewith filed and made a part of this motion.

Rickard & Beebe
Attorneys for plaintiff

Refused -
June 8/1923
John D. Leigh
Judge

State of Alabama
Baldwin County }

W E H

Before me R. W. Pearson a Notary
Public Baldwin County Alabama,
this day personally appeared W. E. Hall
who is known to me and who
being by me first duly sworn de-
posed and says that he is the Hall
named in the plea of setoff number
5 filed by Fred L. Brown in the case
of James W. Luther vs Fred L. Brown
in the Circuit Court of said County
and the Hall named in the
testimony of Mark White a witness
for defendant in said suit, that
in October, 1920, he went with Mark
White to Mr. Jas. W. Luther to buy a
small cheap place I did not go
to him to buy the Dyson place
or any other specific place but
White had told me Mr. Luther
had a cheap place, and I had told
him I wanted a place to cost not
over \$500.00 that \$600.00 to pay cash

LANDS
IMPROVED
UNIMPROVED
SALES AND EXCHANGES

JAMES W. LUTHER
REAL ESTATE
ROBERTSDALE, ALA.,
"THE HIGHLANDS OF THE SOUTH"
SOUTH BALDWIN COUNTY

FARM LOANS
IMPROVED FARMS
REASONABLE TERMS
FIRE INSURANCE

2 N E H

and white ^{told} me Mr Luther had
such a place, but did not offer
any particular place. We went
to Mr Luther and White asked
Mr Luther if he would sell
the Dyam place, and he said here
is a fellow that will buy it;
Mr. Luther replied that he did
not want to sell the place but would
for enough money, that he bought
the place for himself. Neither
White nor I made any offer
for the place, nor was there
anything said about any
offer made of \$1000.00 or \$1200.00.
I did not have more than \$2600.00
and could not have paid so
much for the place and White
knew I did not have so much
money, but did know for I had
told him I could not pay over
\$500.00; I had not sold any place
for \$600.00 or any other sum, about

LANDS
IMPROVED
UNIMPROVED
SALES AND EXCHANGES

JAMES W. LUTHER
REAL ESTATE
ROBERTSDALE, ALA.
"THE HIGHLANDS OF THE SOUTH"
SOUTH BALDWIN COUNTY

FARM LOANS
IMPROVED FARMS
REASONABLE TERMS
FIRE INSURANCE

3 N E 1/4

a year before my mother had
sold a place for this amount,
Mr. White knew that this place
did not belong to me, but did
belong to my mother; That about
two weeks before Court Mr. Fred
L Brown came to me and wanted
me to testify that I would have
bought the Oysan place from
Mr. Luther but I told him I
couldn't do that because I
did not have the money and
did not make any offer for
the place. he argued with me
that I could testify that I made
the offer whether I had the money
or not, but I told him I did not
have the money and did not
make the offer.

That during last week I
was sick, I was taken sick on
Friday May 26, and was sick all

UNIMPROVED
SALES AND EXCHANGES

JAMES W. LUTHER
REAL ESTATE
ROBERTSDALE, ALA.
"THE HIGHLANDS OF THE SOUTH"
SOUTH BALDWIN COUNTY

FARM LOANS
IMPROVED FARMS
REASONABLE TERMS
FIRE INSURANCE

NE 95

The following week, This office sent
4 sheets, number 1, 2, 3, & 4 and initialed by me.

NE 95

Sworn to and subscribed before me
This June 5, 1923

R. S. Purson
Notary Public Baldwin
County Ala.

NOTARY PUBLIC, BALDWIN COUNTY, ALA.
My Commission Expires Feb. 9, 1927

①

State of Alabama
Baldwin County

Before me, W. C. Beebe, a Notary
Public in and for said County and
State, ~~herby certify~~ this day personal-
ly appeared James W. Luther plaintiff
in the case of Jas W. Luther vs Fred
L Brown, in Circuit Court Baldwin
County, Alabama, who is known to me
and who being by me duly sworn
deposes and says, That N. E. Hall
was subpoenaed as a witness for defendant
in said cause that he did not know
what the said N. E. Hall would testify
in said cause, but from the fact
that he was subpoenaed for the de-
fendant he assumed that he was
a hostile witness, and relied on the
subpoena of defendant to have him
in court, that through the sickness of
said N. E. Hall he was not at the
trial of said cause and plaintiff was
not then in position to ask a
continuance of the case; that he

LANDS
IMPROVED
UNIMPROVED
SALES AND EXCHANGES

JAMES W. LUTHER
REAL ESTATE
ROBERTSDALE, ALA.
"THE HIGHLANDS OF THE SOUTH"
SOUTH BALDWIN COUNTY

FARM LOANS
IMPROVED FARMS
REASONABLE TERMS
FIRE INSURANCE

(2)

was thereby prevented from
losing the benefit of said Hall's
testimony, and that the said
Hall will testify that he
never made any offer for
the Lyson place and was
not financially ^{able} to pay therefor
the sum of \$1200⁰⁰ as alleged in
said plea 5.

James W. Luther

Sworn to and Subscribed before me
this June 5, 1923

W. C. Biehl
N. P. Baldwin Co
Ala.

Richard Jacob 6/11/23
George Jacob
Aunt

STATE OF ALABAMA,)
BALDWIN COUNTY.)

Before me, T.W. Richerson, Clerk of the Circuit Court of Baldwin County, Alabama, this day personally appeared before me W.D. Owens, who is known to me and who being by me first duly sworn deposes and says that he is defendant in the case of Stanton A. Scott against W.D. Owens, pending in the Circuit Court of this County, numbered 1600; that on to-wit, December 15th, 1916, the Southern Plantation Development Company, a corporation, then owning the lands described in the Complaint in said cause or holding said lands under an option of Purchase from Southern States Lumber Company, a corporation, with the right to convey did convey to defendant for a valuable consideration, which said consideration was paid, by an instrument in writing, the growing pine trees on a large tract of land in Baldwin County, Alabama, with the right to work the said growing pine trees on said lands which said right was in force at the time defendant entered on the lands described in the complaint and cupped said trees; that the said Southern Plantation Development Company at the same time furnished defendant with a blue print plat of the land so conveyed including the lands described in the complaint and put defendant in possession thereof, including the lands described in said complaint; that subsequently it was discovered that the said conveyance by error omitted the lands described in said complaint, of which defendant was already in possession under said conveyance in accordance with the intent of said conveyance and the plat as furnished by said Southern Plantation Development Company; that the growing pine trees on the lands described in the complaint were sold to defendant on December 15th, 1916, that defendant was immediately put in possession thereof and has remained continuously in possession thereof to this suit; that subsequent to December 15, 1916, to-wit: March 5th, 1919, the Southern Plantation Development Company attempted to convey the lands described in said Complaint to the said Plaintiff, Stanton A. Scott; and that under said conveyance of December 15, 1916, as properly drawn in accordance with the intent of the parties defendant has a right to the growing pine trees on the lands described in the complaint and that said conveyance when properly amended to show the true intent of the parties conveyed a title to said trees to defendant paramount to that of ~~plaintiff~~ plaintiff.

W.D. Owens.

Sworn to and subscribed before me this the 23 day of November, 1920.

T.W. Richerson
Clerk Circuit Court, Baldwin Co. Ala.