

Henry H. Sheldon, Complainant)	Circuit COURT Baldwin County, Alabama.
vs.)	In Equity.
C. B. Sheldon, Defendant.)	

Now comes the defendant in above stated cause and demurs to the Bill of Complaint in said cause on the following grounds:

1. Because there is no equity in the Bill.
2. Because the Bill seeks to establish a trust in land by parolevidence.
3. Because the Bill does not allege or show that defendant practiced any fraud on him, or that defendant had any thing to do with procuring the making of the conveyance to him.
4. Because the Bill shows that the conveyance was made to defendant under complainant's own instructions, and it does not charge that defendant was guilty of any fraud or had aught to do with the making of the conveyance.
5. Because the payment of the purchase money by the complainant, and the making of the conveyance to the defendant, his own son, would not make the defendant a trustee for him, in the absence of some instrument in writing signed by the defendant or by some one lawfully authorized thereto in writing.

M. S. Anderson

Solicitor for Defendant.

Henry H. Sheldon

vs.

C. B. Sheldon.

Demurrers to Bill of Complaint.

Filed December 10th.1920.

T. W. Richardson

Register.

Henry B Sheldon, Complainant.

vs

Circuit Court Baldwin County

C.B. Sheldon, Defendant.

Alabama, In Equity.

Now comes the defendant in above stated cause and answers to the Bill of Complaint in said cause on the following grounds:-

1. Because there is no equity in the bill.
2. Because the bill seeks to establish a trust in land by parol evidence.
3. Because the bill does not allege or ~~show~~ show that the defendant practiced any fraud on him, or that defendant had anything to do with procuring the making of the conveyance to him .
4. Because the bill shows that the conveyance was made to defendant under Complainant's own instructions, and it does not charge that defendant was guilty of any fraud or had aught to do with the making of the conveyance.
5. Because the payment of the purchase money by the Complainant and the making of the conveyance to the defendant, his own son, would not make the defendant a Trustee for him, in the absence of some instrument in writing signed by the defendant or by some one lawfully authorized thereto in writing .

Wm S Anderson,
Solicitor for Defendant.

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Filed Dec 10th, 1920

T.W. Richerson, Register.

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27th 440

Hagan & Steele
Attorneys and Counsellors
San Antonio Building
Mobile, Ala.

\$400 2 miles 150
over by Aug 1, 1920

~~\$300 & get 1/2 of it =~~ 16.00
5-
5-
5-
5-
5-
5-

Warner Benton 1893 25
11-
10

Mr. John E. T. Erlendo 10

~~Mr. J. P. ...~~
Hon. S. C. Jenkins
1909, 1910, 1911, 1912

1913 John E. T. Erlendo

1914 H. N. Sheldon

1915-1916 14 1/2

29th 382

Due + Proc. L. Sheldon
The 22nd of ...

1915



1915

TO THE HONORABLE JOHN D. LEIGH, JUDGE OF THE CIRCUIT COURT
OF BALDWIN COUNTY, ALABAMA, IN EQUITY

Comes now your orator Henry H. Sheldon, who is over the age of 21 years, and who is a resident of Baldwin county, and exhibits this his bill of complaint against C.B.Sheldon, who is also over the age of 21 years, and who is also a resident of Baldwin County, Alabama, respectfully showing as follows, viz:

FIRST: That your orator purchased from John E. T. Erlando for a certain tract, or parcel of land in Baldwin County, more particularly described as the West half of the South West quarter, of the South West Quarter of Section 13, Township 6 South, Range 2 East and other lands; that your orator paid to the said John E.T.Erlando the purchase price for said lands to-wit \$450.000; that all of said purchase money was furnished by your orator.

SECOND: That your orator instructed the said John E.T.Erlando to execute a deed conveying said lands to C.B.Sheldon; that the said C.B.Sheldon did not furnish any portion of said purchase money; that the said C.B. Sheldon held said lands in trust for your orator.

THIRD: That your orator has paid the state and County Taxes assessed against said lands ever since he purchased them from the said Erlando, as aforesaid, and that the said C.B.Sheldon has not paid any portion of said taxes, ~~and that the said C.B.Sheldon and his wife have executed deeds to portions of said lands as instructed by your orator, and the said sum of \$450.000 and your orator has received the purchase money of said lands by cash use and without any objection on the part of C.B.Sheldon.~~

FOURTH: That the said West half of the south West Quarter of the South West Quarter of said Section 13 remains unsold and belongs in equity and good conscience to your orator.

FIFTH: TO the end therefore that the said defendant may show why your orator should not have the relief hereinafter prayed for, and may according to the best and utmost of his knowledge, rememberance, information and belief respectfully, truly, direct and perfect answer make to such of the statements, or to the several interrogatories hereinafter numbered and setforth as by the note hereunder written he is required to answer—that is to say:

1. whether or not it is true that the said Henry H. Sheldon purchased

said lands from the said John E.T.Erlando, and if so when?

2. Whether or not the said Henry H. Sheldon furnished the money to pay for said lands, and did in fact pay said purchase price to the said auditor.

3. What was the purchase price paid for said lands?

4. Whether or not the said Henry H. Sheldon has paid the taxes assessed against said lands since the purchase hereinabove referred to.

5. Whether or not the said Henry H. Sheldon instructed the said John E.T.Erlando to execute a deed conveying said lands to C.B.Sheldon.

6. Whether or not the said C.B.Sheldon took the title to said lands as trustee for the said Henry H. Sheldon?

7. Whether or not the said C.B.Sheldon and wife have heretofore executed a conveyance to a portion of said lands as instructed, and have permitted the purchase money of said tract to be paid to the said Henry H. Sheldon for his own use.

8. Whether or not the said C.B.Sheldon told Mr. Howell Hall, or any other person that he took the title to said lands as trustee for Henry H. Sheldon.

And your orator prays that your Honor will decree that the said C. B.Sheldon holds the title to the said West half of the South West Quarter of the South West Quarter of Section 13, Township 6 South, Range 2 East, Baldwin County, Alabama in trust for your orator, and that the said C.B. Sheldon should be required to convey said property to your orator free from any right, title, or interest of the said C.B.Sheldon, and if your orator has not asked for proper relief, your orator further prays that he may have such further and other relief in the premises as the nature of his case shall require and as to your Honor may seem meet.

And your orator submits himself to the jurisdiction of the court and offers to do whatever the court may consider necessary to be done on his part towards making the decree which he seeks just and equitable with regard to the other parties to the suit.

And may it please your Honor to grant to your orator the writ of summons of the State of Alabama to be directed to the said C.B.Sheldon thereby commanding him personally to appear before your Honor in this Honorable Court within 30 days from the service thereof and then and there to answer all and singular the premises and to stand to and abide such order and decree there in as to this honorable court seems meet.

And your orator will ever pray, etc.

S. C. Jenkins
Jesse Hogan

Solicitors for Complainant

FOOT NOTE: The defendant C.B.Sheldon is hereby required to answer the allegation of the above bill from paragraph 1 to 4 inclusive and to answer the interrogatories in paragraph numbered fifth from number 1 to number 8 inclusive; but not under oath, oath to answer being expressly waived.

S. C. Jenkins
Jesse Hogan

Solicitors for complainant

THE STATE OF ALABAMA,
BALDWIN COUNTY.

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

To any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon C. B. Sheldon,

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

Henry H. Sheldon,

against said

C. B. Sheldon,

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, T. W. Richerson, Register of said Circuit Court, this 14th, day of August,

1920



Register.

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

Original

Serve on _____

Circuit Court of Baldwin County
In Equity

No. _____

SUMMONS

Henry H Sheldon

vs.

C.B. Sheldon,

near, Fairhope

S.C. Jenkins, & Jesse Hogan.

Solicitor for Complainant

Recorded in Vol. _____ Page _____

M. Miller Jr

THE STATE OF ALABAMA
BALDWIN COUNTY

Received in office this _____

day of _____ 192

Sheriff

Executed this *13th* day of

Nov. 192*0*

by leaving a copy of the within summons with

C.B. Sheldon

Defendant

W.A. Stewart

Sheriff

By *Pink Creamer*

Deputy Sheriff

RECORDED

WARRANTY DEED.

River Park Fruit Co

— Co —

Robt M Mackie

State of _____ }
County. } SS. No. _____

This Instrument was filed for record in the Recorder's
Office of _____ County, aforesaid, on the
_____ day of _____

A. D. 190____, at _____ o'clock _____ M.,

and recorded in Book _____ of _____

on Page _____

Recorder.

The State of Alabama, } Office of the Judge of
Baldwin County. } the Probate Court.

I, CHAS. HALL, Judge of said Court
in and for said County, do hereby cer-
tify that the within instrument was

filed in this office for record on the
day of September 1902
at _____ o'clock A.M. and I further

certify that the same is duly recorded in
Record Book No. 528 Page 405-406
and duly examined.

Witness my hand this the _____ day of
September 1902
Chas Hall
Judge of Probate Court, Baldwin County.

✓ 100⁰⁰ balance 25⁰⁰

This Indenture,

Made this First day of July in the year of Our Lord One Thousand Nine Hundred Two BETWEEN

of the River Park Fruit Company of the City of Mobile in the County of Mobile and State of Alabama party of the first part, and Robert M. Mackie of the City of Chicago in the County of Cook and State of Illinois party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of Three hundred and no/100 Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part forever released and discharged therefrom, hae granted, bargained, sold, remised, released, conveyed, aliened and confirmed, and by these presents do ce grant, bargain, sell, remise, release, convey, alien and confirm, unto the said party of the second part, and to his heirs and assigns FOREVER, all the following described lot, piece, or parcel of land, situated in the County of Baldwin and State of Alabama and known and described as follows, to wit :

South West quarter (S.W. 1/4) of the South West quarter (S.W. 1/4) Section Thirteen (13) Township Six (6) South of Range Two (2) East consisting of forty acres more or less according to the survey thereof

Together with all and singular The hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances: **To Have and to Hold** the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns, FOREVER.

And The said River Park Fruit Company party of the first part, for itself heirs, executors and administrators, do es covenant, grant, bargain and agree, to and with the said party of the second part, his heirs and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and have good right, full power, and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances, of what kind or nature soever: and the above bargained premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every other person or persons lawfully claiming or to claim the whole or any part thereof; the said party of the first part shall and will **Warrant and Forever Defend**.

And The said party of the first part hereby expressly waives and releases any and all right, benefit, privilege, advantage and exemption, under or by virtue of any and all Statutes of the State of _____ providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, The said party of the first part hereunto sets its hand and seal, the day and year first above written.

Signature of Robert M. Mackie Delivered in the presence of gar sec



River Park Fruit Co. Seal.
By Norman Johnson, President Seal.
Seal.
Seal.



STATE OF MISSOURI,
City of St. Louis } ss. On this 15th day of July 1902 before me
County of St. Louis }
appeared Norman Goldman

to me personally known, who, being by me duly sworn, did say that he is the President of River
Park Fruit Company of Alabama
a Corporation of the State of Alabama

and that the seal affixed to said instrument is the Corporate seal of said Corporation, and that said instrument was
signed and sealed in behalf of said Corporation, by authority of its Board of Directors;
and said Norman Goldman acknowledged said instrument to be the
free act and deed of said Corporation

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office
in the City of St. Louis the day and year first above written.

My term expires May 31 1905

John S. Blake
Notary Public, City of St. Louis, Mo.

NOTE—If the acknowledgment be taken by a Notary Public, the certificate must state the date of the expiration of his term of office.

Given under my hand and seal, this
day of _____ A.D. 190_____



LESLIE HALL
LAWYER
BAY MINETTE, ALA.

*C. B. Sheldon
Rose Sheldon
W. J. F.*

December 20th, 1912.

Mr. H. H. Sheldon,
Present.

Dear Sir:-

As requested by you, I have examined the records of Baldwin county in reference to the title to the south-west quarter of South-west quarter of section 16, Township 20 South, Range Two East Baldwin County, Alabama; which land is claimed by John E. T. Erlando, and I find as follows:

First.- That the title to the said land is in River Park Fruit Company.

Second.- That there are no judgments, mortgages or other liens of record affecting the title to the said land.

Third.- That John E. T. Erlando has paid all taxes due on said land to the State and County for the past five years, except the taxes for the current year, which are now due and will be delinquent on January first, 1913. The taxes prior to that time were regularly paid by the River Park Fruit Company.

Fourth.- There is no deed of record from River Park Fruit Company to Erlando. He doubtless has an unrecorded deed which should be placed on record. If he has such a deed, if the same is executed according to the laws of the state of Alabama, his title will be good, provided of course, that he has his deed recorded in the Office of the Judge of Probate of Baldwin County, Alabama.

yours truly,

Leslie Hall

*1912 taxes paid
G. B. Plopton
G. J. Allen*

CHARLES HALL,
LAWYER,
BAY MINETTE, ALA.

NOTARY PUBLIC IN OFFICE

SPECIAL ATTENTION TO LAND AND
PROBATE COURT MATTERS.
CORRECT ABSTRACTS FURNISHED AND
LAND TITLES PERFECTED.

December 19th, 1912.

Merchants Bank, Mobile, Alabama,

In account with, Chas. Hall, Attorney, - Debtor.

1912.
Dec. 19.

To examining the records as to the status of
the title to the S. $\frac{1}{2}$ of SE $\frac{1}{4}$ of Sec. 24, T.
6 S. R. 2 E., and SW $\frac{1}{4}$ of Sec. 24, T. 8 S. R. 4 E.,
and furnishing information as per request
of Dec. 16th, 1912.....\$10.00

Recd Payment Dec 24, 1912
Chas. Hall 'atg'

*Legal fee
of Selise H
stand
Judge Ho
the title of
SW $\frac{1}{4}$ of Sec 24*

*1912
atg
atg*

2-9
No. 1581

Beat 10 Oct 31 1912

Received of Jno E T Erlando

the sum of One & 80/100 Dollars,
in full amount of Taxes due the State of Alabama and County of Baldwin, 1912: 100

Total Value of Real Estate, \$ 120 Total Value of Personal Property, \$

Tax Rate, \$1.50 per \$100 Valuation

ORIGINAL

State Tax	78
County Tax	102
Fees	
Total State and County Tax	180
Interest	
Tax Commissioner's Fee	
Printer	
Judge	
Notice	
Aggregate Amount	

[Signature]
Tax Collector, Baldwin County, Alabama.

THIS DEED, Made the Second day of January 1904
 between Robert M. Mackie and
Elizabeth Mackie his wife of the first part, and

John E. J. Erland of the second part,
 Witnesseth, That the parties of the first part, in consideration of one dollar
and other good and valuable Consideration Dollars,
 to them in hand paid, by the party of the second part, the receipt of which is hereby
 acknowledged, have bargained and sold, and by these presents do sell grant, bargain,
 sell, convey and deliver unto the said party of the second part his heirs and
 assigns forever, all that real property in Baldwin County, Alabama,

described as follows, to-wit: South West Quarter (SW 1/4)
of the South West Quarter (SW 1/4)
Section Thirteen (Sec 13) Township
Six South (Twp 6 S) of Range Two East
(Rg 2 E) of St. Trovius Meridian. Containing
Forty acres (40a) more or less, accord-
ing to the plat of that section, filed by
the River Park Fruit Co. in the office
of probate Judge of Baldwin County
Alabama

Together with all appurtenances thereunto belonging, to have and to hold forever
 and against any person lawfully claiming the same, said parties of the first part
 shall forever warrant and defend.

In Witness Whereof, the parties of the first part have hereunto set their
 hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

H. E. Landry
J. F. Woods

Robert M. Mackie Seal
Elizabeth Mackie Seal

The State of Alabama,
Cook COUNTY.

I, Jay O. Behrman
Robert M. Makie
in and for said County and State, hereby certify that
whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day, that being informed
of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand, this 2nd day of January 1904
Jay O. Behrman

The State of Alabama,
Cook COUNTY.

I, Jay O. Behrman
in and for said County and State, do hereby certify that on the 2nd day of January 1904, came before me the
within named Elizabeth Makie, known to me to be the wife of the within named
Robert M. Makie, who, being examined separate and apart from her husband, touching her signa-
ture to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or
threats on the part of the husband.

In Witness Whereof, I hereunto set my hand, this 2nd day of January 1904
Jay O. Behrman

The State of Alabama,
Cook COUNTY.

I, Jay O. Behrman
H. E. Landry & J. F. Woods a subscribing witness to the
in and for said County and State, hereby certify that, Robert M. Makie
foregoing conveyance, known to me, appeared before me this day, and being sworn, stated that Robert M. Makie
and Elizabeth Makie his wife, the grantors voluntarily executed the same in his presence, and in the pres-
ence of the other subscribing witness, on the day the same bears date; that he attested the same in the presence of the grantors and of
the other witness, and that such other witness subscribed his name as a witness in his presence.

Given under my hand this, the 2nd day of January 1904
Jay O. Behrman

WARRANTY DEED.

FROM
Robert M. Makie and
Elizabeth Makie his wife
TO
John E. J. Earls

The State of Alabama,
County, } Probate Court.
Filed in my Office for Record, this
day of _____ 1904
and Recorded in Deed Book No. _____
N. S., Pages _____
Judge of Probate.

THE TIMES PRINT, BAY MINETTE, ALA.

100 21 1904

The State of Alabama, } Office of the Judge of
Blaine County, } the Probate Court.
I, Chas. Hall, Judge of said Court
in and for said County, do hereby cer-
tify that the within instrument was
filed in this office for record on the 2nd
day of January 1904 at
6:26 o'clock A.M. and I further
certify that the same is duly recorded in
Record Book No. 62NS Page 666-67
and duly examined.
Witness my hand this the 2nd day of
January 1904
Chas. Hall
Judge of Probate Court, Blaine County.

Hogan & Steele
Attorneys and Counsellors
VAN ANTWERP BUILDING
Mobile, Ala.

July 28th, 1920

Hon. S.C. Jenkins,

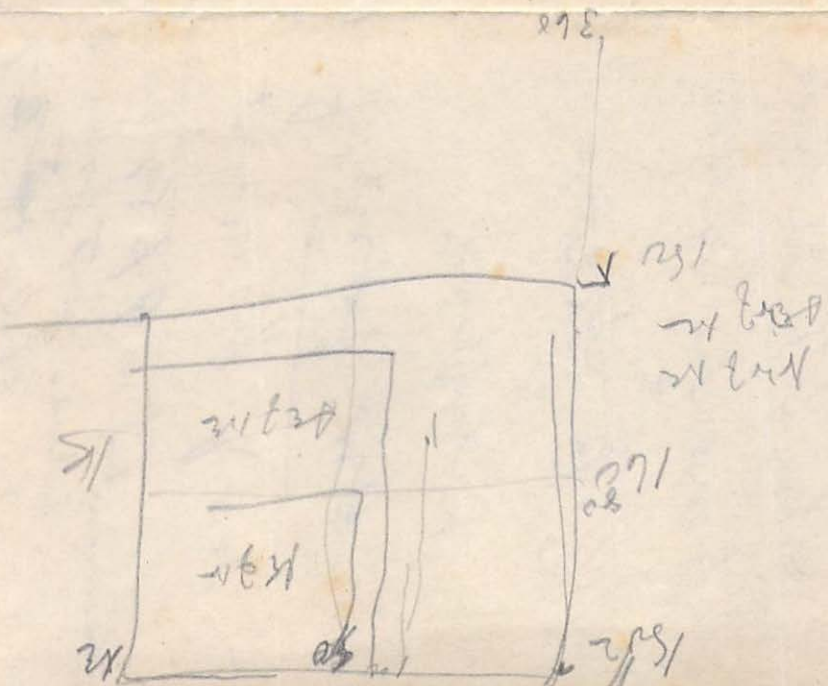
Bay Minette, Ala.

Dear Mr. Jenkins:

Please find enclosed bill of complaint in the case of Henry H. Sheldon vs. C.B. Sheldon. Please examine the bill for errors. If it is substantially correct you may sign it and file it in court.

Very truly yours,

Jesse F. Hogan



1917, 1918 + 199

Mr J. H. ...
Mr J. H. ...
Mr J. H. ...

Mr J. H. ...
in answer to Allen Bailey

John E. T. Erlando
Amanda Erlando
to
C. B. Sheldon

Receipts:

Ans^t Jan 4 Dec 13 Tr 6 AR 2
W^{1/2} of the ...

C. B. Sheldon

Rose L. Sheldon

Book 22 Mps 20

January 7th 1913-

Amount \$1.00

July: Jan 11, 1913-

Receipts

1/2 of Jan 4 Dec 13
Tr 6 AR 2. E

Book 19 Mps 609

January 3rd 1913

\$ 4.50

July: Jan 20, 1913

Reference Book no 9 p 89 ...
reference report John E. Erlando from ...
in April 1914 for ... 1913 \$ 6.71 -
shows ... Ed not Sold