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After I got the deed from the Baldwin County Colonization Company my wife did not claim that as her land but called me bad names. I remember the paper that you show me that I got after the money was paid.

Defendants offer in evidence the release deed from Baldwin County Colonization Company to Paul Hegedus, which is handed to the Commissioner and marked defendants "Exhibit E". My wife Hermina Hegedus never gave me a penny to buy this land with and she never paid any part of the money to buy the land with.

CROSS EXAMINATION BY MR. HOGAN:

The complainant, Mrs. Hermina Hegedus, lived with me for a while on the lands described in the bill of complaint. I moved on this land January 18, 1912, about twelve years ago this coming January. She lived with me six years on the farm before she left. We lived in St. Louis about two years after we got the deed; we moved to the farm about two years after we got the deed. I got the deed when I paid for the land. I can't tell exactly when I paid for the land because she took all the papers away, but she did not take the deed, however. We were living in St. Louis on the date the deed purports to be recorded, January 27th., 1913. We moved to the farm about a year and a half after the deed was recorded. I could not tell exactly when I paid for the land, because she took the receipts with her. The deed was delivered to me when I made the last payment. 1886

The note identified as respondent's Exhibit "D", purports to be cancelled 16th. day of December, 1913, but I do not know exactly the correct date on which last payment was made. All the papers except the contract were delivered to me after the time I made the last payment. About two months afterwards were delivered by Mr. Hanna. All the payments were made to Mr. Hanna, excepting the first payment which was made to Castoria, who was acting as agent for the company. The price that I agreed to pay for this land was \$445.00. Baldwin County Colonization Company allowed a discount of the difference between \$445 and \$500. The price that I originally agreed to pay for this land was \$500. The contract was made in the year 1909. The first payment that I made on this contract was \$62.50. The next payment made after I married Hermina Hegedus in 1912. The next payment that I made on account these lands was made after I married Hermina Hegedus. The Company had forfeited the contract before second payment was made. The did not make any new contract. The did not write me until after payment of \$200.00 that if I would pay the balance \$182.50 they would give me a discount of \$55.00. The Company did not write me offering to renew the contract until after I paid the \$200. I paid \$200.00 when I made the second payment. I do not remember how much exactly was paid, it might have been \$205.00. The money belonged to my boys. When my first wife came over from the Old Country she brought the money along. She came over from the Old Country in August or September, I cannot tell exactly in 1908. She brought along about \$800.00. She lived 2½ years after she came over to this country. When I made the second payment the money from which I made the payment was on deposit in the LaFayette Bank. It was on Broadway Street, St. Louis, Mo. The money was deposited in my name. This money had been on deposit in my name in same bank for three years, ever since my first wife's death. It had been on deposit in the same bank during the life time of my first wife in my own name. My wife went over to the old country in 1910. That

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money was on deposit in my own name before she went to the old country.

When she came over she gave me the money that we did not use and after she left she gave me the rest. She came over in August or Sept. 1908. That is when she gave the money to me. When she went to the old country she left in 1910, she had \$400 left and I had \$600 and I deposited the whole sum, \$1,000 in the Lafayette Bank in my name. My wife gave me the money. Two months after she left in 1910 she died. She died in the old country. I did not spend any money of that. I did not want to use up the money as I made the money to build up the place and improve it and I figured that we earned enough in the year and a half to make the payment. The \$200 I took out of the bank and the \$180 I paid was what the boys earned. One boy was in the old country with his mother. The others were 14 and 16 years old. These boys worked in a Brewery to make money. They were packing bottles away. I was 42 years at the time. I worked too. I worked in the car shops. The boys worked for Anhauser-Busch. I paid the second payment to Mr. Hanna in cash money. He gave me a receipt for it. Mr. Hanna is still living but he does not work for the Baldwin County Colonization Company. I do not know exactly the address of Mr. Hanna.

When my first wife died I went to the old country to get the boy and I cannot remember in what month I moved to Baldwin County. We brought some furniture with us when we moved to Baldwin County. We shipped it by L & N R. R. Co., It was delivered to us at Foley. We just made one shipment of furniture to Foley. I made the third payment from money from the boys. I carried that money in my pocket. The boys had been working in the Brewery and had earned this money in that way. The Company did not give me any other receipt for it. The receipt from Hanna was the only receipt I had. I do not know any thing about any post office money orders representing the payment of this \$205.00. I gave it to Mr. Hanna and do not know anything about how he sent it on. I did not send any money through the mail by Post Office money order for Baldwin County Colonization Company.

After Hermina Hegedus went to Cleveland she came back again and wanted to stay on the farm but I had been sick and sold the farm and turned it over to the boys. I just turned the farm over to them that belonged to them. I used all of the \$1,000 that I had on deposit in the Bank on the buildings. That money was only in my name that did not belong to me. The \$100 belonged to the boys because they worked for it.

RE-DIRECT EXAMINATION BY MR. STONE.

Between the time I made the first payment and the time I made the \$200 payment the Company wrote me that if I did not pay I would lose the land and I wrote them that I would pay if they would wait until the boys were big enough to help me pay. That was before I married Hermina Hegedus. I came to this country in May, 1908. I am Hungarian and cannot speak the English language.

Baldwin County Colonization Company.

(INCORPORATED UNDER THE LAWS OF ALABAMA.)

ELBERTA, Baldwin County, Alabama.



CHICAGO Office, 706—59 Dearborn Street.

BOND FOR DEED.

Know all Men by these Presents, That the BALDWIN COUNTY COLONIZATION COMPANY, an Alabama Corporation, is held and firmly bound unto Paul Hege des of the city of St. Louis in the County of _____ State of Missouri and his heirs, executors, administrators and assigns in the penal sum of ~~Five~~ Five Hundred Dollars, for the due payment whereof the said BALDWIN COUNTY COLONIZATION COMPANY, binds itself, its successors and assigns firmly by these presents.

Sealed with its seal and dated the first day of May 1909.

WHEREAS, the said Paul Hege des has this day contracted with the said Company to purchase from it certain lands, particularly described in said purchase contract, for which it agrees to make and deliver to Obligee its Warranty Deed upon the terms of the contract as follows, that is to say: Purchase price ~~\$1000.00~~ ^{500.00}, payable as follows: ~~\$125.00~~ ^{62.50} part thereof in cash upon the execution of the contract, ~~\$875.00~~ ^{187.50} part thereof in ~~30~~ ³⁵ equal consecutive monthly payments of \$7.50 each, ~~\$500.00~~ ^{357.00} balance thereof to be paid at the expiration of 51 months from the said date, all of said payments secured by the promissory notes of said obligee, bearing even date with said contract. All of said notes being without interest and all taxes assessed on said lands until delivery of its Warranty Deed being payable by said obligor.

PROVIDED that time is of the essence of the Contract and if said obligee should default for six months in the payment of any of the first ~~30~~ ³⁵ notes, or if upon the maturity of the ~~30~~ ³⁵ of said notes the said obligee is unable to pay the same in cash and refuses to make and deliver to said obligor his notes due in five years thereafter bearing interest at 6 per cent. per annum, payable semi-annually, secured by a mortgage on said land so mentioned in said Contract in favor of and acceptable to said Company containing usual covenants including waiver or release of dower and homestead and in form sufficient under laws of Alabama as provided in said Contract, then said obligor is entitled to at once cancel said Contract and this Bond, return to said obligee his promissory notes, sell the said lands as its own property, and to retain for its use all monies paid under said Contract and all improvements made upon said lands as ascertained and liquidated damages due it under said Contract for breach thereof by said obligee, but if said obligee fully performs his part of said Contract, then said obligor shall make and deliver its Warranty Deed for said lands to him.

IF said obligee, if under 50 years of age and in good health at the date of execution hereof, has departed this life before the delivery of its Warranty Deed by said obligor, and all notes under said contract in arrear (if any) are paid, then said obligor shall make and deliver its Warranty Deed for said lands to the legal heirs of said obligee free from any claim which it may have against the same.

Now, the condition of this Bond or Obligation is such that if the said obligee shall fully comply with the terms of said purchase contract, and said Company shall upon demand neglect or refuse to make, execute and deliver its Warranty Deed to said lands so mentioned in said purchase contract, then this Bond or Obligation to be of full force and effect, otherwise to be null and void.

BALDWIN COUNTY COLONIZATION CO.

C. W. Faigler President.
Henry C. Bartling Secretary.



The State of Alabama }
County of Baldwin }

KNOW ALL MEN BY THESE PRESENTS:

That Baldwin County Colonization Company an Alabama Corporation of the County of Baldwin in the State aforesaid, for and in consideration of the sum of three hundred, and seventeen 50/100 Dollars cash in hand paid, the receipt of which is hereby acknowledged, and the further consideration of one promissory Vendor's Lien note, aggregating \$182.50 and described as follows:

One note for \$182.50 due on or before June 1, 1915 said note to bear interest at the rate of six (6) per centum per annum from date, interest payable semi-annually as it accrues, both principal and interest payable at Chicago, Illinois, and with a further provision that a failure to pay any installation of interest, when due, matures said note, and that all past due interest shall draw interest at the rate of 6 per cent per annum, and as further security a Deed of Trust is given to secure the payment of the notes herein mentioned.

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto PAUL HEGEDUS of the City of St. Louis in the County of St. Louis, State of Missouri, all that certain lot or parcel, or tract of land lying and situated in the said County of Baldwin.

described as follows the East Half ($E\frac{1}{2}$) of the North East Quarter ($N.E.\frac{1}{4}$) of the North West Quarter ($N.W.\frac{1}{4}$) of section Thirty three (33) Township Seven (7) South of Range Five (5) East of St. Stephens Meridian otherwise known as the East Half of Lot Number Three (3) in said Section Thirty three (33) upon the plat of the lands of said Grantor now on file in its office said parcel of land containing twenty acres of land more or less save and except such part thereof as by said plat may be shown to be reserved for roads.

To Have and to Hold the said Paul Hegedus his heirs and assigns forever, and the said Grantor does hereby covenant with the said Grantee: That it is seized in fee of the above described lands; That it has the right to sell and convey the same; That the said lands are free from all incumbrances; That it will, and its successors and assigns will forever Warrant and Defend the same to the said Grantee, his heirs and assigns against the lawful claims of all persons whomsoever.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note, and all interest thereon, are fully paid according to it's face and tenor, effect and reading, when this deed shall become absolute.

IN WITNESS WHEREOF, the said Grantor, BALDWIN COUNTY COLONIZATION COMPANY, has caused its Corporate Name to be hereunto signed under the hand of its President, duly

authorized thereto, and its Corporate Seal to be affixed this 1st day of June A. D. 1912

BALDWIN COUNTY COLONIZATION COMPANY

C. M. Hajos
President



Henry C. Bartling
Secretary

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 \$ _____ cts.
Judge

To Have and to Hold the said Paul Hegedus his heirs and

THE STATE OF ILLINOIS,)
COOK COUNTY,) ss.

I, Wm. S. Smedley

the above described lands; that it has the right to sell
a Notary Public, in and for said
County in said State, hereby certify that C. M. Straiger,
whose name as President of the Baldwin County Colonization
Company, a corporation, is signed to the foregoing convey-
ance, and who is known to me, acknowledged before me on
this day that being informed of the contents of the convey-
ance, he as such officer and with full authority, executed
the same voluntarily for and as the act of said corporation.

Given under my hand this eight day
of July 1914

Wm. S. Smedley
Notary Public

IN WITNESS WHEREOF, the said Grantor, BALDWIN COUNTY

My commission expires Oct. 31st 1915

STATE OF ALABAMA,
BALDWIN COUNTY,
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
\$12.00 - CTS. 30

J. H. Smith
JUDGE OF PROBATE
by S. Bengel

BALDWIN COUNTY COLONIZATION COMPANY

C. M. Straiger
President

STATE OF ILLINOIS,
COOK COUNTY,
Notary Public for said County, hereby certify that the foregoing
instrument has been duly acknowledged to me by the said
C. M. Straiger, President of the Baldwin County Colonization Company,
and that he is known to me, and that he is the officer and with full
authority, executed the same voluntarily for and as the act of said
corporation.

Wm. S. Smedley
Notary Public



Left Exhibit "C"

This Indenture, Made and entered into this First day of June
 A. D. 1912, Between Paul Hegedus
 and _____ his wife,
 both of the City of St. Louis in the County of St. Louis
 in the State of Missouri hereinafter referred to as the Mortgagor..., of the first part, and
Baldwin County Colonization Company, an Alabama Corporation of the Village of Elberta, in the County of
 Baldwin, and State of Alabama, hereinafter referred to as the Mortgagee, of the second part.

Whereas, the said Mortgagor is indebted to the said Mortgagee in the sum of One Hundred and Eighty Two 50/100 Dollars,
 being part of the purchase price of the lands hereinafter described as evidenced by his Promissory Note for
 said amount bearing even date herewith and payable on or before three years after date at its office in Chicago,
 Illinois, to the said Mortgagee, said note bearing interest at the rate of six per cent. (6%) per annum, payable at the same place
 semi-annually, and which said promissory note for identification as the note, the payment of which is secured hereby, is counter-
 signed across the margin of its face by the Secretary of the said Mortgagee.

Now in order to secure the prompt payment of the various installments of the interest upon and the principal of said promis-
 sory note as and when the same respectively mature due, the said Mortgagor... for and in consideration of the premises and for
 the sum of Five (\$5.00) Dollars to him in hand this day paid by the said Mortgagee,
 the receipt whereof is hereby acknowledged, doth hereby grant, bargain, sell and convey unto the said Mortgagee the following
 described real estate lying and being situated in Baldwin County, State of Alabama, to-wit: East 1/4 of
the North East quarter of 1/4 of the North West quarter of 1/4 of Section Thirty Three
 Township Seven (7) South, Range Five (5), East of St. Stephen's Meridian, containing Twenty (20) Acres
 of land, more or less, save and except such portion thereof as may be laid off for roads.

To Have and to Hold the aforesaid premises together with all improvements, buildings, whether attached to the freehold
 or resting thereon by their own weight, fences of every nature or sort, and appurtenances which may now or which may
 at any time hereafter during the currency hereof be placed upon the said lands or any part thereof, unto the said Mortgagee,
 its successors and assigns forever.

And the said Mortgagor... doth hereby covenant with the said Mortgagee that he is lawfully seized in fee of the
 said premises; that they are free of and from all encumbrance and that he will warrant and forever defend the same
 against the claims and demands of all persons; that he will pay or cause to be paid all taxes as the same mature due
 which, during the currency hereof, may be assessed or charged against the said lands.

But this conveyance is made on the following conditions, nevertheless, that is to say: If the said Mortgagor... shall well
 and truly pay, or cause to be paid, the said note and interest thereon, when due, then this conveyance shall become null and
 void; but should the said Mortgagor... fail to pay said note at maturity, or should said Mortgagor... fail to pay the several
 installments of interest thereon as the same mature due, or should said Mortgagor... fail to pay the taxes which from time to
 time during the currency hereof may be assessed or charged against said lands as and when they mature due or become pay-
 able, then said note shall become due and payable at once, whereupon the said Mortgagee, its successors and assigns, agents
 or attorneys, are hereby authorized and empowered to sell the said property hereby conveyed, at auction, for cash, at the front
 door of the Court House in the Town of Bay Minette, Alabama, first having given notice thereof for four weeks by publication once
 a week in any newspaper then published in said Town; and out of the proceeds of said sale, it shall first pay all expenses incident
 thereto, together with a reasonable attorney's fee, then retain enough to pay said note and interest thereon; and all
 taxes then assessed or charged against said lands; and the balance, if any, pay over to the said Mortgagor.... In the event of
 such sale, the said Mortgagee, and its successors, assigns, agents, and attorneys, are hereby authorized and empowered to pur-
 chase the said property the same as if they were strangers to this conveyance, and the auctioneer making the sale is hereby
 empowered and directed to make and execute a deed to the purchaser in the name of the Mortgagor....

And it is also agreed that in case the Mortgagee herein, its successors, or assigns, sees fit to foreclose this mortgage in a
 court having jurisdiction thereof, the said Mortgagor... will pay a reasonable attorney's fee therefor, which fee shall be and
 constitute a part of the debt hereby secured, and in such an event it is hereby agreed that upon the filing of a bill to foreclose this
 mortgage such court may at once, upon application of said Mortgagee and without notice to said Mortgagor..., appoint Henry
 C. Bartling, or any suitable person, Receiver with all powers vested in Receivers in Chancery for said property herein described.

The Mortgagor... further specially waive all exemptions which he has or to which he may be entitled under
 the Constitution and Laws of Alabama in regard to the collection of the above debt.

The Mortgagor... further agree to keep said property insured in good and responsible companies for not less than
the full insurable value Dollars,
 and have the policies payable to said Mortgagee, as its interest may appear in said property, and deliver the same to it; and
 should the Mortgagor... fail to insure said property, then he authorizes said Mortgagee to do so, and the premiums so
 paid by said Mortgagee shall be and constitute a part of the debt secured hereby, and becomes due, with interest at six per
 cent. per annum, when the first note above falls due.

In Testimony Whereof, the said Mortgagor... has hereunto set his hand and affixed his seal, this
First day of June, A. D. 1912.

Witness:
Anthony J. Harming

Paul Hegedus
 BALDWIN COUNTY COLONIZATION CO. SECRETARY
 SEAL
 SEAL

1912/6/13

The State of Missouri }
City of St. Louis } ss.
County.

I, Joseph Hanna, a Notary Public in and for the said County, in said State, hereby certify that Paul Hegecius 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 this conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand, this 12th day of July A. D. 1912

My commission expires: June 15, 1914. Joseph Hanna
Notary Public

The State of _____ }
County. } ss.

I, _____, a Notary Public, do hereby certify that on the _____ day of _____ 19____, came before me the within named _____ known to me to be the wife of the within named _____ who, being examined separate and apart from the husband, touching her signature to the within mortgage, acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of the husband.

In Witness Whereof, I hereto set my hand this _____ day of _____ A. D. 19____.

My commission expires: _____

The State of _____ }
County. } ss.

I, _____, a Notary Public in and for the State and County aforesaid, hereby certify that _____, a subscribing witness to the foregoing Conveyance, known to me, appeared before me on this day, and being sworn stated that _____, the grantor, in the Conveyance, voluntarily executed the same in his presence, and in the presence of the other subscribing witness, on the day the same bears date; that he attested the same in the presence of the grantor _____ and of the other witness, and that such other witness subscribed his name as a witness in his presence.

Given, under my hand this _____ day of _____ A. D. 19____.

My commission expires: _____

STATE OF ALABAMA,
BALDWIN COUNTY,
J. L. 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: \$ _____
GIVEN UNDER MY HAND AND SEAL
JULY 12 1912
J. L. H. SMITH
JUDGE OF PROBATE

MORTGAGE.

Paul Hegecius
1808 S 3rd St

TO
**Baldwin County Colonization
Company**
BALDWIN COUNTY, ALABAMA
Chicago Office: 706 - 59 Dearborn Street

State of Ala
County of Baldwin

This Instrument was filed for record in the office of Judge of Probate for Baldwin County on the 12th day of July A. D. 1912, at _____ o'clock _____ M., and recorded in Book 12 of _____ on page 46

J. L. H. Smith
Judge of Probate.

Baldwin Co. Col. Co.
912 Dearborn St. Chicago
7/31/12 add tax

\$182.⁵⁰/₁₀₀

CANCELLED

BALDWIN COUNTY COLONIZATION CO.

SECRETARY

17/16.1913 *Paul Hegedus*

No. _____

ST. Louis, Mo., June 1, A. D. 1912

On or before three years after date I promise to pay to Baldwin County Colonization Company or Order, the sum of One Hundred and eighty two $\frac{50}{100}$ Dollars with interest thereon from date _____ at the rate of six percent per annum, the interest payable half yearly as it accrues, both principal and interest payable at its office in Chicago, Ill for value received. This Note is given in part payment for a certain lot or parcel of land situated in Baldwin County Alabama described as follows the East Half ($E\frac{1}{2}$) of the North East Quarter ($N.E.\frac{1}{4}$) of the North West Quarter ($N.W.\frac{1}{4}$) of Section Thirty three (33) Township Seven (7) South Range Five (5) of St. Stephens Meridian, this day conveyed to me Paul Hegedus by Baldwin County Colonization Company and to secure the payment of same according to the tenor hereof, a Vendor's Lien is retained in said conveyance, and is hereby acknowledged.

All interest on this Note after maturity shall be at the rate of six percent per annum.

This Note is this day given by me Paul Hegedus as part of the purchase price for said above-mentioned property, and, it is understood and agreed that failure to pay this Note or any installment of interest hereon when due, shall, at the election of the holder of this Note, mature this Note, and it shall become at once due and payable, and the Vendor's Lien herein mentioned shall become subject to foreclosure proceedings the holder may elect.

Paul Hegedus
CANCELLED
BALDWIN COUNTY COLONIZATION CO.
 SECRETARY

Deft to Exhibit 'E'

Know All Men By These Presents,

That, BALDWIN COUNTY COLONIZATION COMPANY, an Alabama Corporation, of the County of Baldwin and State of Alabama, for and in consideration of one dollar, and for other good and valuable considerations, the receipt whereof is hereby confessed, does thereby remise,

convey and quit-claim unto Paul Hegedus
of the city of St. Louis in the County of St. Louis
and State of Missouri all the right, title, interest, claim or demand whatsoever

it may have acquired in, through, or by a certain Trust Deed or Mortgage bearing date the
first day of June, A. D. 1912, and recorded on

the 31st day of August 1912 in the office of the Judge of Probate of Baldwin
County, in the State of Alabama, in Record Book No. 12 of 704p, page 468 to the
premises therein described as follows, to wit: The East half (E 1/2) of the

North East quarter (NE 1/4) of the North West quarter (NW 1/4) of Section
Thirty three (33), Township Seven South of Range Five
(5) East, situated in the County of Baldwin, in the State of Alabama.

In Witness Whereof, the said Grantor, BALDWIN COUNTY COLONIZATION
COMPANY, has caused its Corporate Name to be hereunto signed under the hand of its Presi-
dent, duly authorized thereto, and its Corporate Seal to be affixed this sixteenth day of
December, A. D. 1913.

BALDWIN COUNTY COLONIZATION COMPANY

C. M. Haiger
President



Henry O. Bartling
Attest. Secretary.

I, Wm. Smedley

a Notary Public, in and for said County in said State, hereby certify that

C. M. Stanger

whose name as President of the BALDWIN COUNTY COLONIZATION COMPANY, a corporation, 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 as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand this sixteenth day of December 1913

Wm. Smedley
Notary Public.

My commission expires Oct. 31st 1915



THE STATE OF ALABAMA, } Office of the Judge of
BALDWIN COUNTY, } the Probate Court.
I, J. H. SMITH, Judge of said Court in and for
said County, do hereby certify that the within instru-
ment was filed in this office for record on the 3rd
day of December 1913, at _____
o'clock _____, and I further certify that the
same is duly recorded in Record Book No. 13 page
Page 229, and duly examined.
Witness my hand this 2nd day of
January 1914
J. H. Smith, Judge of Probate Court.

CA
RELEASE DEED.

**Baldwin County
Colonization Company**

TO

Paul Hegedus

Joseph Hanna
Atty at Law
1708 Broadway
St Louis Mo
1/23/13 1880pd

Certificate of Commissioner.

I, A. W. Thompson, Commissioner under Commission heretofore issued out of the Circuit Court of Baldwin County-Equity Side, State of Alabama, in this cause, do hereby certify that under the authority and power conferred upon me by said Commission, I caused Paul Hegedus, Sr., a witness for defendants in this cause, who is known to me to be the identical witness named in said commission, to come before me at Bay Minette, Alabama on the 16th day of December, 1926 at 11:30 o'clock, A. M. that said witness was first duly sworn by me before testifying as aforesaid and that he was orally examined by Norborne Stone, of counsel for defendants, and cross-examined by Hon. Jesse F. Hogan, counsel for complainant and testified in response thereto as hereinabove written and that his testimony was by me reduced to writing as given by said witness and as near as might be in his identical language and that the same was read over to him by me but he did not sign, his signature having been waived by the counsel in this cause at the time of the taking of the testimony of said witness.

I further certify that I am not of counsel or of kin to any of the parties to this cause and am not interested in any wise in the result thereof.

A. W. Thompson
Commissioner.

It is agreed between Hogan & Mitchell, Solicitors for Complainant and Norborne Stone, Solicitor for Defendants, in the cause of Hegedus versus Hegedus that the foregoing testimony of Paul Hegedus Sr., consisting of 4 pages, together with Exhibits A, B, C D and E, thereto attached be used in this cause without the signature of Paul Hegedus Sr., his signature being hereby waived.

Hogan & Mitchell
Solicitors for Complainant.

Norborne Stone
Solicitor for Defendants.

STATE OF ALABAMA)
BALDWIN COUNTY)

Before me, KATHLEEN BREITLING, a Notary Public, in and for said State and County, this day personally appeared W. C. BEEBE, who being duly sworn, deposes and says, that he is of counsel for HERMINA HEGEDUS in the cause pending in the Circuit Court wherein she is Complainant and PAUL HEGEDUS and others are Defendants, that he is informed and believes and upon such information and belief that PAUL HEGEDUS is a non resident of the State of Alabama, resides at and his Post Office address being 161 Rademecher St., Detroit, Michigan.

W. C. Beebe

Sworn to and subscribed before me this the 6
day of October, 1920.

Kathleen Breitling
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA

STATE OF ALABAMA)
BALDWIN COUNTY)

Before me, KATHLEEN BREITLING, a Notary Public, in and for said State and County, this day personally appeared W. C. BEEBE, who being duly sworn, deposes and says, that he is of counsel for HERMINA HEGEDUS in the cause pending in the Circuit Court wherein she is Complainant and PAUL HEGEDUS and others are Defendants, that he is informed and believes and upon such information and belief that PAUL HEGEDUS is a non resident of the State of Alabama, resides at and his Post Office address being 161 Rademecher St., Detroit, Michigan.

W. C. Beebe

Sworn to and subscribed before me this the 6 day of October, 1920.

Kathleen Breitting
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA

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 Paul Hegedus, Jr., John Hegedus and

Joseph Hegedus,

of Baldwin County, to be and appear before the Judge of the Circuit Court of Bald-

win 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

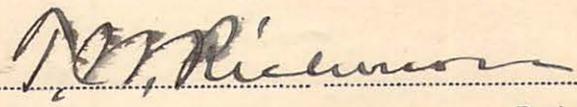
Hermina Hegedus,

against said Paul Hegedus Jr, John Hegedus, and Joseph Hegedus,

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 7th day of Sept,

1920.



Register.

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

Copy Paul Hegedus Jr
Serve on *Joseph Hegedus*
John
Circuit Court of Baldwin County
In Equity

No. -----

SUMMONS

Hermina Hegedus,

vs.

Paul Hegedus, Jr., et al

Rickarby and Beebe.

Solicitor for Complainant

Recorded in Vol. ----- Page -----

Alabama

THE STATE OF ALABAMA
BALDWIN COUNTY

Received in office this *7th*
day of *Sept*, 1920 192*0*

Sheriff

Executed this *16* day of
September 192*0*

by leaving a copy of the within summons with

John Hegedus
Joseph Hegedus
Defendant

W R Stewart
Sheriff

By *Robt Mildner*
Deputy Sheriff

Defendant Paul
Hegedus Jr -
is not in Baldwin Co Ala
at present, and has not
been here for 3 years
summons could not

be served
Sept 16/1920
W R Stewart
Sheriff
Robt Mildner
Deputy Sheriff

Paul Hegedus, Sr., that it would re-instate said contract upon receiving the payment of \$205.00 on account of the purchase price stated in said contract; that your complainant in response to said offer ^{and at the request of Paul Hegedus, Sr.} sent the sum of \$205.00 in the spring of 1912 to said Baldwin County Colonization Company for the renewal of said contract; that the money thus sent was a part of the separate estate of your complainant and had been earned by her prior to her said marriage, and your complainant notified the Baldwin County Colonization Company to convey said land by a proper conveyance to your complainant. Complainant further shows that in the summer of 1912 said Baldwin County Colonization Company notified Paul Hegedus, Sr., that upon the payment of approximately \$187.00 additional, said company would execute a conveyance for said land; that your complainant had some money in a bureau drawer at her home, which was also a part of her separate estate, and that the said Paul Hegedus, Sr., took therefrom the sum required to procure said deed and sent it to said company, and in due course received a deed for said land situated in Baldwin County, Alabama, and more particularly described as follows, viz: The east half of the northeast quarter of the northwest quarter of Section 33, Township 7 South, Range 3 East. Your complainant also shows that sometime after the execution and delivery of said deed she ascertained that the said Paul Hegedus Sr. was named as grantee therein, and that your complainant at once objected thereto, and stated that she should have been named as grantee therein. Your complainant further shows that she paid the taxes assessed against said land for the years 1913 and 1914.

3. Your complainant further shows that in the year 1915 she ^{entrusted} ~~gave~~ to the said Paul Hegedus, Sr., the further sum of \$175.00, and that this money belonged to the separate estate of your complainant, and that the said Paul Hegedus Sr. used thereof the sum of \$145.00 in the purchase of a horse, wagon, buggy, plow, cultivator and harrow for use in and about the cultivation of said farm, and that your complainant is the owner of said horse, wagon, buggy, plow, cultivator and harrow.

4. Your complainant further shows that she and the said Paul Hegedus, Sr., removed to said farm upon towit, the 18th day of February, 1915, and that she lived on said farm with the said Paul Hegedus, Sr., as their homestead, until the early part of the year 1920, and until your complainant went to the City of Cleveland, Ohio, at the suggestion of the said Paul Hegedus, Sr., to procure work as a servant, and that your complainant corresponded regularly with the said Paul Hegedus, Sr., while she was living in the said City of Cleveland, Ohio, and that when she suggested that she wanted to return to Baldwin County, the said Paul Hegedus, Sr., objected thereto, but that finally your complainant became suspicious of his purposes and she returned to Baldwin County, and that upon her return she found that the said Paul Hegedus, Jr., John Hegedus, and Joseph Hegedus were in possession of said land and said personal property, and have refused to permit your complainant to occupy the said homestead with Paul Hegedus, Sr., and compelled her to leave said homestead against her will, and have continuously denied your complainant access to said homestead and have taken possession of and are using said horse, wagon, buggy, plow, cultivator and harrow, so that your complainant is deprived wholly of said land and said stock and farming implements, all of which rightfully belongs to your complainant.

5. Your complainant further alleges that the said Paul Hegedus, Sr., executed a deed by which he attempted to convey to the said Paul Hegedus, Jr., John Hegedus and Joseph Hegedus said land as hereinabove described, and also the personal property hereinabove described, and that the date of said deed was towit, the 26th day of July, 1920, and that your complainant would not sign or assent to said conveyance; that the grantees paid no consideration therefor and that they had knowledge of the right, title and interest of your complainant in and to said lands, and that said conveyance was made to defraud your complainant of her rights in said property.

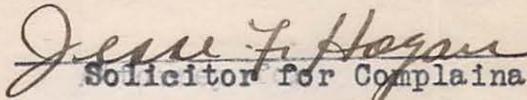
100 And your complainant prays that Your Honor will cancel said deed from Paul Hegedus, Sr., to Paul Hegedus, Jr., John Hegedus and Joseph Hegedus, and that Your Honor will decree that the said Paul Hegedus, Sr., shall convey said land and said personal property to your complainant, and will decree that the said Paul Hegedus, Jr., John Hegedus and Joseph Hegedus have no right, title or interest therein, and that Your Honor will decree that a reference be held to ascertain the reasonable value of the use of said land and said personal property, and will decree that the said Paul Hegedus, Jr., John Hegedus and Joseph Hegedus shall pay to your complainant the reasonable value of the hire or use thereof, and all such damages as your complainant may have sustained by reason of their wrongful conduct.

And if your complainant has not asked for the proper relief, your complainant prays that she may have such further and other relief in the premises as the nature of her case shall require and as to Your Honor may seem meet.

And your complainant submits herself to the jurisdiction of this court and offers to do whatever the court may consider necessary to be done on her part towards making the decree which she seeks just and equitable with regard to the other parties to the suit.

And may it please Your Honor to grant to your complainant a writ of summons of the State of Alabama directed to the said Paul Hegedus, Jr., John Hegedus, Joseph Hegedus and Paul Hegedus Sr., thereby commanding them, and every one of them, personally to appear before Your Honor in This Honorable Court within thirty 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 therein as to this Honorable Court shall seem meet,

And your complainant will ever pray, etc.


Solicitor for Complainant.

FOOT NOTE:

The respondents, and each of them, are hereby required to answer the allegations of the foregoing bill from paragraph one to paragraph five, inclusive, but not under oath, oath to answer being expressly waived.

June F. Hogan
Solicitor for Complainant.

----- X
 HERMINA HEGEDUS,)
 Complainant.)
)
 -vs-)
)
 PAUL HEGEDUS, Jr., JOHN)
 HEGEDUS and JOSEPH HEG-)
 EDUS, Defendants.)
 ----- X

IN THE CIRCUIT COURT-EQUITY SIDE.
 STATE OF ALABAMA
 BALDWIN COUNTY

ANSWER OF THE DEFENDANTS, PAUL HEGEDUS, Jr., JOHN HEGEDUS,
 AND JOSEPH HEGEDUS, TO THE BILL OF COMPLAINT
 FILED BY COMPLAINANT, HERMINA
 HEGEDUS.

Come the defendants, Paul Hegedus, Jr., John Hegedus and Joseph Hegedus, and for answer to the bill of complaint in this cause filed by the Complainant, Hermina Hegedus, sayeth:-

F I R S T .

Defendants deny that the complainant, Hermina Hegedus, resides at Elberta, Baldwin County, Alabama, but aver and allege that she does not reside at Elberta, Baldwin County, Alabama; that she did not reside there at the time of the filing of her bill, and has not resided there since January 4th., 1920; defendants admit that they and the complainant are over the age of twenty one years and that they, the defendants, reside at Elberta, Baldwin County, Alabama.

S E C O N D .

Answering paragraph "SECOND" of complainants bill, defendants admit that the complainant is the wife of Paul Hegedus, Sr., who is their father and that they are his sons by a former marriage. Defendants deny that on, to-wit; June 1st., 1912, the said Paul Hegedus, Sr., and the complainant, bought the real estate described therein, but aver and allege that said property was bought in the name of Paul Hegedus, Sr., ^{and} ~~but~~ was purchased by the defendants with their own funds derived from money left them by their deceased mother and money earned and that neither Paul Hegedus, Sr., or complainant contributed anything toward the purchase price of same; that said place was purchased by defendants in order to provide a home for their father, who is unable to do much work, and a farm for themselves; that because of the minority of the defendants the title was taken in the name of Paul Hegedus, Sr., for at that time they had not paid the full purchase price and had to give a mortgage or vendor's lien on same to secure balance and, after the same was paid, had to be in a position to borrow money to carry on the farming operations if the necessity

page two-

arose and had to give liens on crops from year to year to secure fertilizer and, being minors, they could not have entered into these contracts; realizing this, they were advised to have title placed in their fathers name, which was done; that the said Paul Hegedus, Sr., recognized their interests in said property all of the time and held it subject to same; complainants at no time contributed anything to the purchase price and defendants deny that the purchase money was the fruits of the joint labors of complainant and Paul Hegedus, Sr.; defendants deny that complainant, at any time, contributed money to improve said property. Defendants admit that complainant and Paul Hegedus, Sr., moved on said premises and they admit that improvements were made but they aver and allege that they, the defendants, furnished all of the money to make said improvements, and, in addition thereto, in person, cleared all the land, assisted sometime by their fathers, built barns and other outhouses and farm buildings and did much other work, extending over a long period of time; that they continued to work on said place and furnish money to improve same until they were forced to leave by the complainant, who is their step-mother.

Defendants further aver that the complainant knew of the purchase and the manner thereof, the furnishing of money and labor done by the defendants as above alleged, and of their interests in said property. Defendants admit that complainant lived on premises with her husband, Paul Hegedus, Sr., but deny that from June 1st., 1912, to the date of the filing of her bill of complaint that the premises described in said bill was the homestead of the complainant but aver and allege that, if the complainant ever had any homestead rights to the same, which defendants deny, the same ceased on to-witl January 4th., 1920, for at that time the complainant, without just cause or legal excuse, voluntarily deserted and abandoned her husband, the said Paul Hegedus, Sr., who was then on said property, and deserted said property and abandoned the same; that she left of her own free will and accord and against the orders of her husband, the said Paul Hegedus, Sr.; that she abandoned such homestead as she may have had, if any, on that date; that she, on that date, became a non-resident of the State of Alabama, and remained a non-resident continuously up to a few days before the filing of her bill in this cause by her, a period of about seven months duration. Defendants furth-

page three-

ther answering, allege and aver that in addition to having abandoned her husband and the premises and having become anon-resident of the State of Alabama, she failed to make a selection of any homestead rights that she now claims, as required by law, in that, she did not file a declaration of her selection or claim of or to the premises with the proper officers, selecting or claiming the same as her homestead. Defendants deny that this property was continuously used by her as a homestead as alleged, ^{by her} but aver that the facts are as above set out.

T H I R D .

Answering the paragraph of the bill of complaint numbered "THIRD" defendants deny all allegations therein that are not herein admitted by them. Defendants aver and allege that the complainant did not leave at the suggestion of her husband and allege that at any time, while she was a non-resident of this state did she contribute anything toward the improvement or upkeep of the property nor was anything sent home by her at all, nor, as hereinbefore alleged, has she at any time, contributed to same; that defendants allege that letters were not written as alleged in said bill between complainant and her husband; that Paul Hegedus, Sr., at no time wrote her not to return home.

Defendants admit that complainant did ~~not~~ ^{Return to this state}; that a deed and bill of sale has been made to them by the said Paul Hegedus, Sr.; that they did refuse complainant admittance to said home but deny that they abused her in any manner; that complainant's husband was on the place but in a field removed from the house and knew nothing of her coming or of what took place while she was there.

F O U R T H .

Answering the "FOURTH" paragraph of the bill of complaint defendants admit conveyance was made on or about the 26th day of July, 1920; that she ^{complainant} did not join in said conveyance for at that time she was a non-resident of this state and had been for several months and had abandoned her husband and the premises as above alleged and had failed to file her declaration or selection of any rights claimed by her to the premises as her homestead as above alleged; defendants deny that said conveyance was made to defraud her rights in said property for they deny that she had any, at any time, or, if she ever had any, same had been lost

page four-

by complainant prior to such conveyance; defendants admit that no proceedings have been brought by Paul Hegedus, Sr.; defendants deny that complainant is deprived of her home and thrown out on the world without a home and without support and without means to provide them.

Defendants, further answering, aver and allege that the said conveyance was made by Paul Hegedus, Sr., in order to vest them with a legal title to the property that they had always owned and which was held by the said Paul Hegedus, Sr., for their benefit under the agreement or trust herein before set out.

Defendants pray ^{that} this be taken as their answer and Cross Bill against the said Hermina Hegedus, and further show unto your Honor and unto this Honorable Court as follows:-

"A"

That all facts and allegations herein contained or averred are true and are made a part of this, their cross-bill.

"B"

^b
⁵ That they are in peaceable possession of the lands described in the said bill, reference to which description is hereby made; their possession being actual possession, claiming to own the same in their own right; that their title thereto is denied or disputed by the said Hermina Hegedus, the complainant in the original bill, she claiming to own the same, or a part thereof; that no other suit is pending to test the validity of their, the defendants title, other than the one filed by Hermina Hegedus

"C"

That the defendants in the original bill, the ~~cross~~-complainants herein, call upon the said Hermina Hegedus, to set forth and specify her title, claim, interest or encumbrance and how and by what instrument the same is derived and created.

Therefore, the premises considered, your orators in this cross-bill and defendants in the answer, respectfully pray the court as follows:-

PRAYER FOR PROCESS.

That the said Hermina Hegedus, be made party defendant to this cross-bill and that she be brought into court by such process as may be appropriate in the premises.

PRAYER FOR RELIEF.

page five-

That upon a final hearing of this caase, that it be rendered, adjudged and decreed:-

FIRST:-That the original bill in this cause filed by the said Hermina Hegedus, *is without equity and complainant is entitled to no relief prayed for therein.*

SECOND:-That the said Hermina Hegedus, has no right, title or interest in, or holds any lien or encumbrance upon, the lands described in her original bill of complaint and that the said John Hegedus, Paul Hegedus, Jr, and Joseph Hegedus, have a good and perfect title to all of the said lands, and that their title be forever quieted as against the said Hermina Hegedus, And, as in duty bound, defendants, will ever pray, etc.,

Staus Staus
Solicitors for John Hegedus, Paul Hegedus, Jr., and Joseph Hegedus.

FOOT NOTE:- The said Hermina Hegedus, is required to answer each and every paragraph of the cross-bill of defendants from "A" to "C", both inclusive but not under oath, answer under oath being expressly waived.

Staus, Staus
Solicitors for John Hegedus, Paul Hegedus, Jr, and Joseph Hegedus.

ncs/

HERMINA HEGEDUS,
Complainant,

-VS-

PAUL HEGEDUS, et al,
Respondents,

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

Comes the Complainant and objects to cross interrogatory propended to witness HERMINA HEGEDUS by Respondent's attorneys.

To each question to second interrogatory she objects separately and severally because each question calls for irrelevant, immaterial/^{incompetent} and insufficient testimony.

To each question to fourth interrogatory she objects separately and severally because each question calls for irrelevant, immaterial/^{incompetent} and insufficient testimony.

To each question of fifth interrogatory, separately and severally objects because it calls for irrelevant/^{incompetent,} immaterial and insufficient testimony.

Richard V. Beebe
Solicitors for Complainant.

HERMINIA HEGEDUS, COMPLAINANT.)
VS.)
PAUL HEGEDUS, et al, DEFENDANTS)

IN THE CIRCUIT COURT
OF BALDWIN COUNTY.

INTERROGATORIES propounded to Herminia Hegedus
witness for complainant in the above style cause:

FIRST: State your name, age and residence. Are you complainant
in this cause?

SECOND: State whether or not you are the wife of Paul Hegedus
Sr, father of the defendants in this cause. Were you and the
said Paul Hegedus, Sr. husband and wife in July 1920? State
where you were in July 1920. If you say that you were in Cleveland
Ohio, state when you went to Cleveland, how long you had been in
Cleveland, and whether that was your permanent home, and whether
or not you were merely sojourning there, and state why you went
to Cleveland.

THIRD: State whether or not the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of
Sec. 33, TP 7S R. 3E was owned by your husband in July 1920. Was
he living on this place at that time, and was this place your
homestead. What was the value of this place in July 1920?

FOURTH: When was this place purchased? State whether or not it
was purchased with money, the fruit of labors of yourself and
husband, or whether it was purchased with money belonging to
the defendants in this cause.

FIFTH: State whether or not on your return home, subsequent
to July 1920, you found that your husband had sold this property
to the defendants in this suit. If you state that he had, did
you or not join in this instrument and acknowledge it in the
form required for the sale of homesteads? On your return from
Cleveland, state whether or not you went home, and whether or
not you were permitted to enter. If you state that you were not
permitted to enter, who forbade your entrance, giving the
language used, and state whether or not your husband knew that
you were forbidden to come on the place. State whether or not
he failed and refused to take the necessary or proper steps to

to avoid the attempted conveyance of this property, and whether or not, by reason of this conveyance, you are deprived or defaulted of your homestead rights to this property.

Reckard & Bule
Solicitors for Complainant

Complainant suggests Register ~~Charles Barkel, Bay Minette, Alabama~~ as a suitable person to act as commissioner to take the testimony under the above interrogatories.

Reckard & Bule
Solicitors for Complainant

The undersigned solicitors for respondents in the above styled cause hereby accept service of the foregoing interrogatories and acknowledge receipt of copy of the same.

Feb 4, 1921

Lowes Stone
Solicitors for Respondent.

11

Hermina Hegdudus)	
vs)	In the Circuit Court of
Complainant.)	Baldwin County, Alabama.
Paul Hegdudus, Jr.,)	In Equity.
John Hegdudus, and Joseph)	
Hegdudus, Respondents.)	

The Bill in this cause was filed by the wife against her husband, and step children. The Bill seeks the cancellation of a deed to the homestead executed by the by the husband alone to the children of the complainant.

Said bill is filed in a double aspect, and seeks relief on two theories: First: that the complainant is entitled to have a resulting trust in said land she alleging that she paid the purchase price. The proof fails as to this. The second theory of the bill is that she has and inchoate dower and homestead right in the land which she can protect in a Court of Equity, under the authorities finding expression in Nelson vs. First National Bank 216 Ala. 349; 113 So. 291. The bill is maintainable for this purpose. The respondents allege that the homestead was purchased for the complainant's step children, title being taken in the husband. They further claim that the purchase price was furnished by these children from money inherited from their deceased mother, and from their own earnings. The evidence as to this is unsatisfactory and unconvincing. Under the testimony money used to make this purchase belonged to the husband, Paul Hegdudus, Sr. The respondents failed to establish any abandonment of the family on the part of the complainant, but to the contrary.

The deed from Paul Hegdudus, Sr. ~~the respondents failed~~
~~to establish any abandonment of the family on the part of the complainant,~~
~~conveying the homestead to the children without~~
the voluntary assent and signature of his wife, as required by section 7883 of the Code, was void, and the Register will enroll the following decree.

DECREE.

This cause coming on to be heard is submitted for final decree upon the pleadings and proof as noted by the Register, from a consideration of which the Court is of the opinion that the complainant is entitled to have the conveyance of said homestead by Paul Hegedus, Sr., to Paul Hegedus, Jr., John Hegedus and Joseph Hegedus, executed on, to wit: the 25th day of July, 1920, declared null and void.

It is therefore ordered, adjudged and decreed by the Court that said conveyance is void and of no effect.

It is further ordered by the Court that the Register of this Court be, and he hereby is, directed to ascertain if said deed has been recorded in the Probate Office of Baldwin County, Alabama, and if so, to endorse on the record thereof that the same is null and void, referring thereon to this decree as his authority therefor.

The cross-complainant's cross-bill is dismissed out of this Court, and respondents taxed with the costs of this proceeding, for which let execution issue.

Done at Monroeville, Alabama, this the 12th day of February, 1929.

F.W.Hare

Judge of the Twenty-first Judicial Circuit
of Alabama.
