

R. E. CATRETT, Plaintiff,
VS.
WARREN M. COOPER, Defendant.

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)
IN THE CIRCUIT COURT
OF BALDWIN COUNTY.

Interrogatories propounded by Defendant to Plaintiff.

1st Int. Did not you enter into a firm agreement with Mr. Cooper in the latter part of December, 1915 or in January, 1916 whereby you were to trade to him the thirty acres described in the Complaint in this cause for sixty acres of land in Section 34, Township 1 South, Range 3 East, and \$95.00 in money, part of which was to be secured by a mortgage?

2nd. Was not this agreement accepted by both parties, and, in pursuance thereof, did not you and Mr. Cooper about January 4th go before Justice D. C. Byrne to have the papers drawn up to carry out the trade?

3rd. Is it not a fact that Judge Byrne drew up a warranty deed from Mr. Cooper and his wife to you for the sixty acres in Section 34; which was signed by both parties?

4th. At the same time and place, was not a mortgage drawn up by Mr. and Mrs. Cooper in your favor for \$68.00 on the remaining twenty acres, which Mr. Cooper retained, in Section 20, securing two notes for \$30.00 and \$38.00 respectively, due August 20th, 1916 and January 1st, 1917?

5th. Is it not a fact that \$27.00 was to have been paid you in cash and it was agreed that, as a part of this cash, you would take a steer at a valuation of \$12.00, and did not you and Mr. Cooper spend a good part of the day on the Monday before you went to Judge Byrne hunting up this steer?

6th. Was not the record title to the land you were to trade Mr. Cooper defective in that the descriptions were wrong, requiring you to get the description cleared before the trade could be completed?

7th. To clear the record title to the land involved in this suit, did not Mr. and Mrs. Cooper sign a deed which Justice Byrne prepared in favor of a Mr. Gee and was not Mr. Gee to make another deed to you with the correct description, in order to clear up the defect, which deed was not executed at once because of the illness of Mr. Gee's wife.

8th. Did you not ask defendant to turn over to you his deed and mortgage so you could put them on record before you had straightened out your deed to him?

9th. Did not defendant tell you that he was ready to turn over the steer and make the cash payment to you just as soon as you got your deed straight, and did you not know that his deed and mortgage was ready for delivery to you as soon as you should deliver your deed? When you left Justice Byrnes' office, was it not understood that the papers were to be passed just as soon as you were ready?

10th. Was it not understood by you two in the presence of Judge Byrne that everything was agreed on between you as to price and terms and all that was necessary was for you to get your papers ready.

11th. On or about January 4th, the day that the matter was closed up in Judge Byrne's office, did you not tell Mr. Cooper that he could go ahead and go into possession of the place and did he not go into possession at once and continue there until the present time?

12th. Has Mr. Cooper ever refused to carry out the terms of the original trade agreed on between you two?

13th. Have you answered each and every one of the foregoing questions fully and truthfully?

Rickarby & Austice
Attorneys for Defendant.

STATE OF ALABAMA,)
MOBILE COUNTY.) Before me, Blanche P. Vestal, a Notary Public in and for said State and County, personally appeared this day Elliott G. Rickarby, who, being by me first duly sworn, says that he is of counsel for defendant in the above styled cause and that he believes the answers of the defendant to the foregoing interrogatories, if true, will be material evidence for defendant.

Elliott G. Rickarby

Sworn to and subscribed before me
this the 26th day of April, 1916.

Blanche P. Vestal
Notary Public, Mobile County, Alabama.

Original

IN THE CIRCUIT COURT
OF BALDWIN COUNTY.

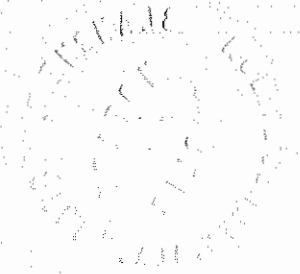
R. E. CATRETT

VS.

WARREN COOPER.

INTERROGATORIES TO
PLAINTIFF.

Rickarby & Austill,
Attorneys for Defendant.



*Filed Oct 27/91
Northern
Court*

R. E. Catrett,
Plaintiff.

VS.

m
Warren Cooper,
Defendant.

In Circuit Court of Baldwin County, Alabama.

Spring Term, 1916.

~~The plaintiff sues to recover possession of the following~~
tract of land: Beginning at the Northwest corner of the Northeast
quarter of the Northwest quarter of the Northwest quarter of Section
3, Township 1 South, Range 3 East, running thence West 165 yards to
a post, thence South 880 yards to a post, thence East 165 yards to
a post, thence North 880 yards to place of beginning, containing 30
acres, more or less, in Baldwin County, Alabama, of which he was in
possession, and upon which, pending such possession, and before the
commencement of this suit, the defendant entered and unlawfully with-
holds, together with \$100.00 for the detention thereof.

Hall & Baker

Attorneys for the Plaintiff.

SUMMONS AND COMPLAINT

The State of Alabama {

Baldwin County

No. _____

Circuit Court

April 18th, 1916

To Any Sheriff of the State of Alabama:

You are hereby commanded to summon Warren Cooper,

to appear and plead, answer or demur, within thirty days from the service hereof, to the Complaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against him the Defendant.

by R.E. Catrett,

Plaintiff

Witness my hand this 18th day of April 1916.

J. M. Rickman Clerk.

COMPLAINT

Plaintiff Versus

The plaintiff claims of the defendant

Dollars due by

Plaintiff's Attorney.

Original

No.

STATE OF ALABAMA,

BALDWIN COUNTY.

CIRCUIT COURT

R. E. Catrett,

vs.

Plaintiffs

Warren Cooper,

Defendants

SUMMONS AND COMPLAINT

Filed April 18th, 1916

J. M. Ricumore Clerk

Defendant lives at

Stockton.

Hall and Bebee.

Plaintiff's Attorney

Defendant's Attorney

Times Print, Bay Minette

Received in office

April 18th, 1916.

O. E. Eubanks Sheriff

I have executed this Writ

this April 21 1916

by leaving a copy of the within summons and complaint with

Warren Cooper

O. E. Eubanks Sheriff

x. M. B. Stuart Deputy Sheriff.