

W. H. NORTHRUP,

Complainant,

- VS -

MAIBEN HOLMES,  
ORIGIN S. HOLMES,  
W. C. HOLMES,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

Now comes the plaintiff in the above and foregoing entitled cause, and releases and hereby dismisses the garnishment proceedings filed and issued in said cause on to-wit, the 15th day of April, 1932.

This the 6th day of September, 1934.

  
Attorney for Plaintiff.

96 76 - Civil  
W. H. NORTHRUP

- VS -

MAIBEN HOLMES, ET AL.

RELEASE OF GARNISHMENT  
PROCEEDINGS.

Filed

Sept 7<sup>th</sup> 1934

M. A. Stone  
Clerk

W. H. NORTHRUP,  
Plaintiff,

- VS -

MAIBEN HOLMES,  
ORIGIN S. HOLMES,  
W.C. HOLMES,  
Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

The Plaintiff, W.H. Northrup, desiring the testimony of the Defendants, Maiben Holmes, Origin S. Holmes, and W.C. Holmes, in the above and foregoing entitled cause, the same being material to the Plaintiff on the trial of said cause, hereby propounds the following interrogatories to the Defendants, Maiben Holmes, Origin S. Holmes and W.C. Holmes, *separately and severally* as provided for and authorized by Section 7764 of the 1923 Code of Alabama, with the request that said interrogatories be answered as required by law:

INTERROGATORY NO. 1.

*one of*  
Are you, the Defendant ☒ in this cause?

INTERROGATORY NO. 2.

At or prior to the time that you sold and conveyed to Plaintiff, an undivided three-tenths (3/10) interest in and to all of the hardwood timber of every kind and character, ten inches and up, according to Ernest's Estimate, situated on the lands described in the Complaint, did you have anyone to estimate said hardwood timber for you?

INTERROGATORY NO. 3.

If you answer Interrogatory No. 2 in the affirmative, please state when and by whom did you have such estimate made? Have you such estimate of said timber in your possession or under your control? If you answer in the affirmative, please attach a true and correct copy of said estimate to your answers to these interrogatories, marked Exhibit "A" and request that same be taken and considered as a part thereof. Have you attached copy of said estimate as requested?

INTERROGATORY NO.4.

According to said estimate what is the total number of feet of hardwood timber of every kind and character measuring ten inches and up, situated on the following described portions of the lands described in said Complaint, and situated in Monroe County, Alabama, to-wit:

All that part of the Southeast Quarter of the Southeast Quarter, Section Twelve, Township 7, Range 5, lying south and east of Flat Creek and north and east of the Alabama River; also all that part of Section Thirteen, Township 7, Range 5, lying south and east of Flat Creek, and north and east of the Alabama River.

INTERROGATORY NO.5.

According to said estimate, how many feet of each kind of hardwood timber is situated on the lands described in Interrogatory No.4?

INTERROGATORY NO.6.

Have you paid the plaintiff anything for and on account of your failure of title in and to the timber mentioned and described in Interrogatory No.4? If so, when, where and how?

J.D. Ratcliffe  
Attorney for Plaintiff.

STATE OF ALABAMA )  
COUNTY OF MONROE )

Before me, Gisela C.Fleming, a Notary Public in and for said County and State, personally appeared J.D.Ratcliffe, known to me, who, being by me first duly sworn, deposes and says:

That he is Attorney of Record and Agent for the Plaintiff in the above and foregoing entitled cause, and as such Agent and Attorney has full power and authority to make this affidavit; that the answers to the foregoing interrogatories propounded by the plaintiff, W.H.Northrup, to the Defendants, Maiben Holmes, Origin S.Holmes and W.C.Holmes, will be material testimony for the Plaintiff on the trial of said cause.

J.D. Ratcliffe  
Affiant

Subscribed and sworn to before me this 10th day of January, 1934.

Gisela C Fleming  
Notary Public, Monroe County, Ala.

We, hereby accept service of a copy of the foregoing interrogatories. This the 10th day of January, 1933.

Hyland - Heart Johnson  
Attorneys for Defendants.

W. H. NORTHRUP,  
Plaintiff,  
- VS -  
MAIBEN HOLMES,  
ORIGIN S. HOLMES,  
W. C. HOLMES,  
Defendants

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

Comes the Plaintiff in the above entitled cause  
and amends his Complaint filed therein, by adding thereto  
and making a part thereof, the following counts, to-wit:

COUNT NO. THREE.

The Plaintiff claims of the defendants the further  
sum of One Thousand (\$1,000.00) Dollars as damages for that,  
on, to-wit, May 18th, 1929, the Defendants and others, for  
a valuable consideration, conveyed by their warranty timber  
deed, to the Plaintiff, an undivided three-tenths (3/10)  
interest in and to all the hardwood timber of every kind and  
character, ten (10") inches and up, according to Ernest's  
estimate, situated and being on the following described lands  
in Monroe County, Alabama, to-wit:

North Half and Southwest Quarter Section One; all  
east of Alabama River, 578 acres, more or less in Section  
Two; all east of Alabama River, 16 acres, more or less, in  
Section Three; all north and east of Alabama River, 12½ acres  
more or less, in Section Eleven; all north and east of Alabama  
River, 564 acres, more or less, in Section Twelve; all north  
and east of Alabama River, 67 acres, more or less, in Section  
Thirteen; all in Township Seven, Range Five.

West Half of Northwest Quarter, Section Five;  
Northwest Quarter and North Half of Southwest Quarter, Section  
Six; Northwest Quarter of Southwest Quarter, Section Seven;  
all in Township Seven, Range Six.

Entire Section Twenty-five; West Half and Northeast  
Quarter of Southeast Quarter, Section Twenty-six; all east of  
Alabama River, 72 acres, more or less, in Section Twenty-seven;  
all east of Alabama River, 65 acres, more or less, in Section  
Thirty-four; West Half and West Half of Southeast Quarter,  
Section Thirty-five; Northeast Quarter, Southeast Quarter of  
Northwest Quarter, Southwest Quarter, West Half of Southeast  
Quarter and Southeast Quarter of Southeast Quarter, Section  
Thirty-six; all in Township Eight, Range Five.

Southwest Quarter of Southwest Quarter, Section  
Thirty; North Half of Northwest Quarter, West Half of Southwest  
Quarter, North Half of Northeast Quarter of Southwest Quarter  
and Southeast Quarter of Southwest Quarter, and Southeast  
Quarter of Southeast Quarter, Section Thirty-one; Southwest  
Quarter of Northwest Quarter, and West Half of Southwest Quarter,  
Section Thirty-two; all in Township Eight, Range Six.

The above all aggregating 4623 acres, more or less.

Plaintiff avers that said warranty deed contains the following warranties and stipulations:

"To have and to hold unto the said W.H.Northrup, his heirs and assigns forever.

And we do hereby covenant with the said grantee, that we are seized of a good and sufficient fee simple title in and to the timber hereby conveyed; that we have a good right to sell and convey said timber, and all our right, title and interest in and to the rights and privileges described hereinbefore; that said timber and rights are free from all encumbrances; and that we will, and our heirs, executors and administrators shall warrant and forever defend the title hereby conveyed against the lawful claims of all persons whomsoever."

And Plaintiff avers that said warranties contained in said deed were breached in this, that Defendants were not lawfully seized of a good and sufficient fee simple title in and to, and Defendants did not have a good right to sell and convey to Plaintiff, the said above described timber, situated on the following lands, included in the above description, to-wit:

All that part of the Southeast Quarter of the Southeast Quarter of Section Twelve, Township Seven, Range Five, lying south and east of Flat Creek and north and east of the Alabama River; also all that part of Section Thirteen, Township Seven, Range Five, lying south and east of Flat Creek and north and east of the Alabama River; containing in the aggregate Seventy-six (76) Acres, more or less, and situated in Monroe County, Alabama.

Plaintiff avers that by reason of failure of Defendants' covenant that they were seized of a good and sufficient fee simple title in and to the aforesaid timber, and that they had a good right to sell and convey the said timber to Plaintiff, the Plaintiff has been damaged in the sum aforesaid. Hence this suit.

#### COUNT NO.FOUR

Plaintiff refers to and adopts all of Count No.Three down to and including the words: "The above all aggregating 4623 acres, more or less", as a part of this County, the same as if fully set out herein, and adds the following affirmation, to-wit:

Plaintiff avers that said warranty deed contained the following warranties and stipulations, to-wit:

"To gave and to hold unto the said W.H.Northrop, his heirs and assigns forever.

And we do hereby covenant with the said grantee, that

we are seized of a good and sufficient fee simple title in and to the timber hereby conveyed; that we have a good right to sell and convey said timber, and all our right, title and interest in and to the rights and privileges described hereinbefore; that said timber and rights are free from all encumbrances; and that we will, and our heirs, executors and administrators shall warrant and forever defend the title hereby conveyed against the lawful claims of all persons whomsoever".

Plaintiff avers that said warranties contained in said deed were breached in this, that Defendants were not lawfully seized of a good and sufficient fee simple title in and to, and Defendants did not have a good right to sell and convey to Plaintiff, the said above described timber on the following described lands, included in the above description, to-wit:

"All that part of the Southeast Quarter of the Southeast Quarter of Section Twelve, Township Seven, Range Five, lying south and east of Flat Creek, described as follows: Begin at the northeast corner and run west 350 feet to a creek, thence down the creek to the intersection of the south boundary of said forty, thence east 628 feet to the southeast corner, thence north to place of beginning, containing 15 acres, more or less; all that part of the Northeast Quarter of the Northeast Quarter of Section 13, Township 7, Range 5, lying south and east of Flat Creek, described as follows: Begin at the southeast corner and run west to the southwest corner, thence 600 feet, more or less to the creek, thence up the creek to the intersection of the north boundary of said forty, thence east 350 feet to the northeast corner, thence south to the place of beginning, containing 32 acres, more or less; all that part of the Northwest Quarter of the Northeast Quarter, Section 13, Township 7, Range 5, lying East of the Alabama River and South of Flat Creek, described as follows: Begin at the southeast corner and run north 600 feet, more or less, to the Creek, thence down the creek to its mouth, thence down the river to the intersection of the south boundary of the forty, thence East 100 feet to the place of beginning, containing two and fifty one-hundredths acres, more or less; all that part of the Southwest Quarter of the Northeast Quarter of Section 13, Township 7, Range 5, lying east of the Alabama River, being a triangle of 60 by 100 feet in the northeast corner, containing six one-hundredths acres; all that part of the Southeast Quarter of the Northeast Quarter, Section 13, Township 7, Range 5, lying east of the Alabama River, described as follows: Begin at the southeast corner and run north to the northeast corner, thence west to the northwest corner, thence south 60 feet, more or less, to the left bank of the Alabama River, thence down the River to the place of beginning, containing 21 acres, more or less, situated in Monroe County, Alabama.

Plaintiff avers that by reason of the failure of Defendants' covenant that they were seized of a good and sufficient fee simple title in and to the aforesaid timber, and that they had a good right to sell and convey said timber to plaintiff, the plaintiff has been damaged in the sum aforesaid, hence this suit.

COUNT NO. FIVE

Plaintiff claims of the Defendants the further sum of One Thousand (\$1,000) Dollars as damages for that on, to-wit, May 18th, 1929, the Defendants and others, for a valuable consideration, conveyed by their warranty timber deed to the Plaintiff, an undivided Three-tenths (3/10) interest in and to all of the hardwood timber of every kind and character, ten inches and up, according to Ernest's Estimate, situated and being on the following described lands in Monroe County, Alabama, to-wit:

All north and east of the Alabama River, 564 acres, more or less, in Section 12; all north and east of the Alabama River, 67 acres, more or less, in Section 13; all in Township 7, Range 5.

Plaintiff avers that said warranty deed contains the following warranties and stipulations:

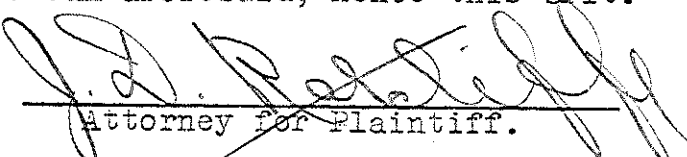
" To have and to hold unto the said W.H. Northrup, his heirs and assigns forever.

And we do hereby covenant with the said grantee, that we are seized of a good and sufficient fee simple title in and to the timber hereby conveyed; that we have a good right to sell and convey said timber, and all our right, title and interest in and to the rights and privileges described hereinbefore; that said timber and rights are free from all encumbrances; and that we will, and our heirs, executors and administrators shall warrant and forever defend the title hereby conveyed against the lawful claims of all persons whomsoever."

Plaintiff avers that said warranties contained in said deed were breached in this, that the defendants were not lawfully seized of a good and sufficient fee simple title in and that defendants did not have a good right to sell and convey to plaintiff the said above described timber, situated on the following described lands included in the above description, to-wit:

All that part of the Southeast Quarter of the South east Quarter of Section 12, Township 7, Range 5, lying south and east of Flat Creek, and north and east of the Alabama River; also all that part of Section 13, Township 7, Range 5, lying south and east of Flat Creek and north and east of the Alabama River; containing in the aggregate 70 acres, more or less.

Plaintiff avers that by reason of failure of defendants' covenant that they were seized of a good and sufficient fee simple title in and to the aforesaid timber, and that they had a good right to sell and convey said timber to Plaintiff, Plaintiff has been damaged in the sum aforesaid; hence this suit.

  
Attorney for Plaintiff.



We, the undersigned, as attorneys of record for the  
defendants, hereby acknowledge service of a copy of the foregoing  
amended complaint,  
~~exhibits~~ and hereby waive any further, other or additional service  
thereof. This the 10th day of January, 1933.

142, *Wm. A. Stewart & Thomas*  
Attorneys for Defendants.

The State of Alabama, }  
BALDWIN County. } CIRCUIT COURT.

Know all Men by these Presents: That we, W. H. Northrop, I. S. Lambert

and J. W. Ferrell

are held and firmly bound unto Maiben Holmes, Origin S. Holmes and W. C. Holmes

in the sum of Two Thousand and NO/100 (\$2,000.00) ----- Dollars,

to be paid to the said Maiben Holmes, Origin S. Holmes and W. C. Holmes, their

heirs, executors, administrators, or assigns; for which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly, severally, and firmly by these presents.

Sealed with our seals, and dated this 15th day of April, 19 32.

The Condition of the above Obligation is such:

That whereas, the above bound W. H. Northrop

ha s commenced suit in the Circuit Court of said County, by summons and complaint, which have issued from said Court, to recover of said Maiben Holmes, Origin S. Holmes and W. C. Holmes

the sum of One Thousand and NO/100 (1,000.00) ----- Dollars,

and ha s, on the day of the date hereof, prayed that writ of garnishment issue out of said Court, to

J.M. Agee, as Register of the Circuit Court of Monroe County, Alabama,

summoning him to answer what he is indebted to said Defendant s, or what effects of

said Defendant s he ha s in his possession, or under his control; and said Plaintiff

having made oath as required by law in such cases, said writ is about to issue out of said Court, returnable

to the Circuit Court to be holden for Baldwin County:

Now, if the said Plaintiff shall prosecute said suit to effect, and pay

the Defendant s all such costs and damages as they may sustain by reason of the wrongful or vexatious suing out of this garnishment, then this obligation to be void; otherwise to remain in full force and effect.

W. H. Northrop (Seal.)

I. S. Lambert (Seal.)

J. W. Ferrell (Seal.)

Approved this 15th day of April, 19 32

J. M. Agee, Clerk.  
Circuit Court, Baldwin County, Alabama.

The State of Alabama, MONROE County

Before me, J. M. Agee, Clerk of the Circuit Court of Monroe County, Ala. in and for said County, personally appeared W. H. Northrop

who, being duly sworn, doth depose and say that Maiben Holmes, Origin S. Holmes and W. C. Holmes are

indebted to him in the sum of One Thousand and NO/100 Dollars,

and that he has commenced suit by summons and complaint on said indebtedness against the said Maiben Holmes, Origin S. Holmes and W. C. Holmes in the

Circuit Court of Baldwin County, Alabama, and that

J. M. Agee, as Register of the Circuit Court of Monroe County, Alabama, is

supposed to be indebted to the said Defendant s, or to have effects of the said Defendant s in his possession, or under his control, and that h believe s that process of garnishment against the said J. M. Agee, as

such Register is necessary to obtain satisfaction of said claim, and that this writ is not sued out for the purpose of vexing or harassing said Defendant or other improper motive.

Sworn to and subscribed before me, this 15th day of April, 19 32

J. M. Agee  
Clerk, Circuit Court, Monroe County, Alabama.

*Recorded*

The State of Alabama,

BALDWIN County.

CIRCUIT COURT

W. H. Northrop

TO Plaintiff

Maiben Holmes, Origin S.

Holmes and W. C. Holmes

Defendant s

BOND AND AFFIDAVIT IN  
GARNISHMENT ON SUMMONS

Filed this the 15th day

of April, 19 32

J. M. Agee, Clerk.

J. M. Agee  
Clerk, Circuit Court, Monroe County, Ala.

J. M. Sawyer  
Sheriff, Monroe County, Alabama.

We, J. M. Agee as Clerk of the Circuit Court of Monroe County, Alabama, and L. M. Sawyer as Sheriff of said County, do hereby certify that in our judgment the within bond is good and sufficient, and that it the same was presented to us we, as such officials, would accept and approve the same.

This the 15th day of April, 1932.

THE STATE OF ALABAMA,  
)  
)  
COUNTY OF MONROE.

STATE OF ALABAMA, BALDWIN COUNTY

IN THE CIRCUIT COURT

SPRING Term, 1932.W. H. Northrop

Plaintiff.

Versus

Maiben Holmes, Origin S. Holmes and W. C. Holmes

Defendant. S

J. M. Agee, as Register of the Circuit Court of Monroe County, Alabama,  
Garnishee.To Maiben Holmes, Origin S. Holmes and W. C. Holmes

You will take notice that affidavit having been made in the above stated cause, that

J. M. Agee, as Register of the Circuit Court of Monroe County,Alabamais supposed to be indebted to the said defendant s above namedor have effects of the said named defendants in hispossession or under his control and that affiant believe s that process of gar-nishment is necessary against said J. M. Agee, as such Register to obtain

satisfaction of said judgment.

That Writ of Garnishment has this day been issued to the said J. M. Agee, as Register  
County, Alabama,  
of the Circuit Court of Monroe/ commanding him to be and appear beforethe Circuit Court to be holden for Baldwin County, Alabama, and within thirty daysafter service thereof, then and there to answer on oath what he is indebted to saidnamed defendants at the time of service of this Writ of Garnishment,or at the time of making his answer, and whether he will not be indebtedin future to defendants by a contract then existing, and whether he have not inhis possession or under his control personal or real property or things in action be-longing to defendant s, Maiben Holmes, Origin S. Holmes and W. C. HolmesWitness my hand this the 15th day of April, 1932.J. M. Agee, Clerk.

**STATE OF ALABAMA**

Baldwin COUNTY

**CIRCUIT COURT**W. H. Northrop  
Plaintiff.  
vs.

X Maiben Holmes, Origin S.

Holmes and W. C. Holmes  
DefendantsJ. M. Agee, Register,  
Garnishee.**Notice to Defendant of Issuing  
Garnishment**M. Holmes  
4/19

Jolly

J. D. Ratcliffe  
Attorney.

Received in office ....., 19.....

Sheriff.

Executed by serving .....  
copy of the within Writ of Garnish-  
ment on the within named.*Maiben Holmes*on the *19th* day of *Apr*, 19*32**W. R. Stuart*  
Sheriff.*Executed May 16<sup>th</sup> 1932  
by serving copy of  
within on Origin S. Holmes  
And on June 2<sup>nd</sup> 1932  
served copy on W. C. Holmes**W. R. Stuart  
Sheriff*

The State of Alabama, BALDWIN County

CIRCUIT COURT

SPRING Term, 19 32

To any Sheriff of the State of Alabama—Greeting:

Whereas, W. H. Northrop Plaintiff  
has commenced suit by Summons and Complaint, returnable to the Circuit Court of Baldwin  
County, against Maiben Holmes, Origin S. Holmes and W. C. Holmes  
for the sum of One Thousand and NO/100 (\$1,000.00) Dollars,  
and whereas, the said W. H. Northrop has made  
affidavit as required by law, that the said Defendant,<sup>s</sup> said Maiben Holmes, Origin S.  
Holmes and W. C. Holmes are ~~is~~ indebted to him the said W. H. Northrop  
in the sum of One Thousand and NO/100 (\$1,000.00) Dollars,  
Monroe County, Alabama,  
and that J. M. Agee, as Register of the Circuit Court of 7 has or is believed to  
have in his possession, or under his control, money or effects belonging  
defendants or liable to them on a contract for the delivery of personal property, or a contract  
for the payment of money, which may be discharged by the delivery of personal property, or which is payable  
in personal property, and that he believes that process of garnishment against the above named  
J. M. Agee, Register as aforesaid is necessary to obtain  
satisfaction of such judgment as may be recovered by plaintiff, and has given bond as required by law.

These are, therefore, to command you that you summon the said J. M. Agee, as Register  
of the Circuit Court of Monroe County, Ala., to be and appear before the  
Circuit Court, to be holden for the County of Baldwin, within thirty days after service  
hereof, then and there to answer on oath, whether he has at the time of the service of this writ in  
his possession or under his control, money or effects belonging to the defendant,<sup>s</sup> or are  
indebted to the defendant,<sup>s</sup> or liable to said defendants on a contract for the delivery of  
personal property, or a contract for the payment of money, which may be discharged by the delivery of  
personal property, or which is payable in personal property.

Witness my hand this 15th day of April, 19 32

J. M. Agee, Clerk.

ORIGINAL

No. \_\_\_\_\_ Page \_\_\_\_\_

The State of Alabama

Baldwin County

CIRCUIT COURT

W. H. Northrop

vs. Plaintiff

Maiben Holmes, Origin S.

Holmes and W. C. Holmes

Defendant S.

WRIT OF GARNISHMENT ON SUMMONS

Issued April 15th, 19 32

J. M. McIlwain, Clerk.

ORIGINAL

Received in office

Apr 15- 1932

M. R. Stuart, Sheriff.

I have executed this Writ, this 15

day of April, 1932

by serving a copy of

the within Writ of Garnishment on the

within named Defendant;

J. M. Aglee, as  
Register of the  
Circuit Court of  
Monroe County,  
Ala.

L. M. Sawyer, Sheriff.

By E. D. Sawyer, D. S.

Monroe County,  
Alabama.

(Box 629-2) MARSHALL & BRUCE CO., NASHVILLE

W. H. NORTROP,

Plaintiff,

-vs-

MAIBEN HOLMES, ORIGEN  
S. HOLMES and W. C.  
HOLMES,

Defendants.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Now come the Defendants and file this demurrer, and assign as grounds therefor:-

- 1st. That said Complaint states no cause of action.
- 2nd. That there appears to be a non-joinder of parties.
- 3rd. That the others mentioned as signers of said Deed should be joined as parties.

*Hyatt Heard Thayer*  
Attorneys for Defendants.



STATE OF ALABAMA.  
BALDWIN COUNTY.

IN THE CIRCUIT COURT OF BALDWIN COUNTY,  
ALABAMA.

TO ANY SHERIFF OF THE STATE OF ALABAMA--GREETING:

You are hereby commanded to summon Maiben Holmes, Origin S. Holmes and W. C. Holmes to appear before the Circuit Court of Baldwin County, Alabama, at the place of holding the same, within thirty days from the service of this summons and Complaint, then and there to demur or plead to the complaint of W. H. Northrop.

And you are hereby commanded to execute this process instanter as required by law.

Witness my hand this the 15<sup>th</sup> day of April, 1932.

*D. M. Rice*  
Clerk, Circuit Court, Baldwin  
County, Alabama.

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C O M P L A I N T.

W. H. Northrop,  
Plaintiff,

-VS-

Maiben Holmes, Origin S. Holmes and  
W. C. Holmes,  
Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

C O U N T N O. 1.

Plaintiff claims of the Defendants the sum of ONE THOUSAND AND 00/100 (\$1,000.00) DOLLARS, as damages, for that on, to-wit, May 18th., 1929, the Defendants and others, for a valuable consideration, conveyed by their warranty timber deed to the Plaintiff an undivided three-tenths interest in and to all of the hardwood timber of every kind and character, ten inches and up according to Ernest estimate, situated and being on the following described lands in Monroe County, Alabama, to-wit:

All that part of the SE $\frac{1}{4}$  of SE $\frac{1}{4}$  Section Twelve (12) Township Seven (7), Range Five (5), lying South and East of Flat Creek and North and East of the Alabama River; Also all that part of Section Thirteen (13) Township Seven (7), Range Five (5), lying South and East of Flat Creek and North and East of the Alabama River, containing in the aggregate Seventy-six acres, more or less.

Plaintiff avers that said warranty timber deed contained the following warranties and stipulations: "To have and to hold unto the said W. H. Northrop, his heirs and assigns forever. And we do hereby covenant with the said grantee that we are seized of a good and sufficient fee simple title in and to the timber hereby conveyed; that we have a good right to sell and convey said timber; that said timber and rights are free from all encumbrances, and that we will, and our heirs, executors and administrators shall warrant and forever defend the title hereby conveyed against the lawful claims of all persons whomsoever."

And Plaintiff avers that said warranty conditions of said timber deed was breached in this: That Defendants were not lawfully seized in fee simple of said timber, and Defendants did not have a good right to sell and convey said timber to Plaintiff as aforesaid, in this, to-wit: that Defendants had no title to and owned no interest in any of said timber which was attempted to be conveyed by Defendants to the Plaintiff in the aforesaid warranty deed. And Plaintiff further avers that by reason of the total failure of Defendants' title to and ownership of said timber Plaintiff has suffered and sustained damages in the sum aforesaid, hence this suit.

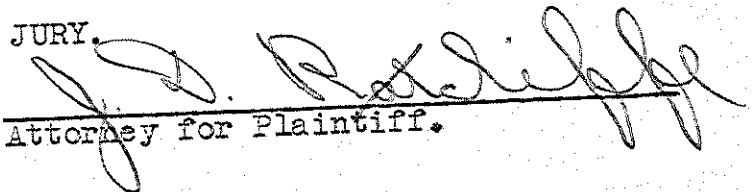
#### C O U N T   N O   2.

Plaintiff adopts all of ~~inserted~~ count number one down to and including the words "Whomsoever" as a part of this count, the same as if fully copied herein, and adds the following averements, to-wit:

Plaintiff avers that in and by the terms of said warranty timber deed the Defendants covenanted with the Plaintiff that they were lawfully seized in fee simple of said above described timber, and Plaintiff avers that Defendants were not lawfully

seized in fee simple of said timber; that at the time of the execution of said conveyance there was an outstanding, superior and paramount right and title to said timber in the Vredenburgh Saw Mill Company, a body corporate, and that said Vredenburgh Saw Mill Company, a body corporate, still owns the fee simple title to said timber, hence this suit.

PLAINTIFF DEMANDS A TRIAL BY JURY.

  
Attorney for Plaintiff.