

State of Alabama, Baldwin County)

I, W. Percy Hall a Notary Public in and for said County and State hereby certify that M. T. Post whose name as attorney-in-fact for Emma Meek is signed to the foregoing contract and who is known to me acknowledged before me on this day that being informed of the contents of the contract, he executed the same voluntarily on the day the same bears date, for and as the act of Emma Meek and with due authority from her as per power-of attorney filed in the office of the Judge of Probate of Baldwin County, in Record Book McI. No. 2, page 222.

Given under my hand and seal this 28th day of December 1920.

(Seal)

W. Percy Hall
Notary Public, Baldwin
County, Ala.

State of Alabama.
Baldwin County.

I, W. Percy Hall a Notary Public in and for said State and County hereby certify that ~~Henry~~ C. Walters and Rose B. Walters, husband and wife whose names are signed to the foregoing contract and who are known to me acknowledged before me on this day, that being informed of the contents of the said contract, they executed the same voluntarily on the day the same bears date and for the uses and purposes therein set forth.

Given under my hand and seal this 28th day of December, 1920.

(Seal)

W. Percy Hall, Notary Public
Baldwin County, Ala.

State of Alabama.
Baldwin County.

I, W. Percy Hall ^{a Notary Public} in and for said State and County ^{do} hereby certify that on the 28th day of December, 1920 came before me the within named Rose B. Walters, who is known to me to be the wife of the within named Harry C. Walters, who being examined separate and apart from her husband, touching her signature to the within ~~conveyance~~ ^{agreement} acknowledged that she signed the same of her own free will and accord and without any fear, constraint or threats on the part of the husband and fear for the uses and purposes therein set forth.

Given under my hand and seal this 28th day of December, 1920.

(Seal)

W. Percy Hall, Notary Public,
Baldwin County, Ala.

I hereby certify that the mortgage or Privilege tax was paid on within instrument by the lender or creditor (See general acts of legislature of 1919 page 420)

Emma Meek, by J. M. Hollis.

State of Alabama, Baldwin County)

I, Jas. M. Voltz, Judge of Probate for said County, hereby certify that the mortgage or privilege tax has been paid on within instrument as required by the acts of 1902 and 1903, viz \$1 cts 35.

Jas. M. Voltz, Judge of Probate
By, J. L. Kessler, Clerk

Filed for record Sept. 13, 1922 at 1:41 PM.
Recorded Sept. 20, 1922.

Jas. M. Voltz, Judge of Probate.

STATE OF ALABAMA, :
: :
BALDWIN COUNTY. :

I, W. D. Stapleton, Judge of Probate for said county in said state, hereby certify that the above and foregoing is a true, correct and complete copy of an instrument of writing as the same appears of record in office of Judge of Probate in Record Book #27 Mortgages at Page 289-290 now on file in office of Judge of Probate of Baldwin County, Alabama.

Witness my hand and official seal this 28th. day of August, 1925.

W. D. Stapleton

Judge of Probate, Baldwin
County, Alabama.
Ray D. Kessner, Clerk



Exhibit "B"

Frank L. Bates, as Guardian of
Theodore Meek and Lois Meek,

No. 462.

minors, complainant.

In the Circuit Court of Baldwin County,
Alabama, in equity.

vs.

Theodore Meek and Lois Meek,
minors, respondents.

Comes the respondents, Theodore Meek and Lois Meek, minors by W. H. Hawkins, their Guardian-ad Litem, heretofore appointed by the Court, and propounds the following cross-interrogatories to ~~xxxxxxxHauptli~~ M. T. Post and Frank L. Bates.

To M. T. Post alone.

First Cross-interrogatory.

If you say that you knew Emma Meek during her lifetime, please state how long you had known her? If you say that the said Emma Meek executed a power of attorney to you on or about December 15th 1915, please state fully all the circumstances surrounding and pertaining to said power of attorney, stating any conversation as to why she executed to you this power of attorney?

Second Cross-interrogatory.

If you say that the power of attorney is lost, please state when you last had or saw same, and where you generally kept said power of attorney?

Please state if you have carefully looked in all places where you might have put same for safe keeping, and if you failed to find same?

Third Cross-interrogatory.

State ~~whether~~ whether or not, you went with Emma Meek to the Notary, W. L. Hauptli, and were you present when the power of attorney was executed and acknowledged? Please state fully all the circumstances surrounding the execution and acknowledging of this power of attorney.

Was this power of attorney prepared and written by you, or in your office? Who suggested the making of this power of attorney to you? Who requested the two witnesses to witness the said signature of Emma Meek? State fully all the circumstances in connection with the witnessing and acknowledging of this power of attorney.

Fourth cross-interrogatory.

Please state whether or not a sale of this real estate was made within one year~~x~~ from the execution of said power of attorney, and whether or not previous to said 28th day of December 1920, you had made any efforts to carry out the stipulations of said power of attorney?

After one year from the execution of said power of attorney did you lease, rent or otherwise manage said real estate in accordance with said power? If the contract with Harry C. Walters and Rose B. Walters was executed on 28th day of December 1920, please state if Emma Meek was not dead at this time, and did she not die on the same day you and Walters and wife executed the contract? Please state fully.

Please state fully how much money you have collected from Walters, and the amount you have paid over to Frank L. Bates, Guardian of the said minors?

Fifth cross-interrogatory.

Please give in detail all the circumstances connected with the making of the contract with Walters, the collection of the money, and give your reasons fully as to why you think it to the best interests of the said minors to carry out your contract, and have deed made to Walters?

What was the value of the land at the time you made the contract and put Walters in possession? At the time of the making of the contract how much of this land was cleared and in cultivation, and what improvements were there on same?

Cross-interrogatories to Frank L. Bates alone.

First Cross-interrogatory.

If you say that you knew Emma Meek during her lifetime, please state how long you knew her before her death? What was her age at the time of her death?

Second Cross-interrogatory.

Give the date of your appointment as guardian for Theodore and Lois Meek?

How long have you known these minors? If you have not already done so, state in detail the financial condition of these minors, whether or not they are being educated and under whose custody and control they are now?

Third cross-interrogatory.

Please state fully all the circumstances as to the receipt by you of any money from this 20 acres of land, how much, where deposited, whether or not drawing interest etc.? Do you know the value of this 20 acres of land,
(a) At the time of the making of the contract with Walters and wife and
(b) At the present time? Have you had any correspondence with Harry C. Walters about paying the balance due on this land? If so did he state that he was ready, able and willing to pay the balance due on said land?

Fourth cross-interrogatory.

If you say that it is to the best interests of the minors that this transaction be completed with Walters, please state fully why you make this statement.

W. H. Haukins

Guardian ad Litem for Theodore Meek and
Lois Meek, Minor Respondents.

The State of Alabama, }
Baldwin County

CIRCUIT COURT.

To R.A. Studly, Monowi, Nebraska,

KNOW YE, That we, having full faith in your prudence and competency, have appointed you Commission-
er, and by these presents do authorize you, at such time and place as you may appoint, to call before you and
examine Frank L. Bates and M.T. Post, Monowi Nebraska

as witnesses in behalf of Complainant, in a cause pending in our Circuit
Court of Baldwin County, of said State, wherein

Frank L. Bates, as Guardian of Theodore Meek and Lois Meek, Minors,

Complainant

and Theodore Meek and Lois Meek, Minors,

Defendant,

on oath to be by you administered, upon interrogatories and cross interrogatories
to take and certify the deposition of the witness and return the same to our Court, with all convenient
speed, under your hand.

Witness 29th day of August, 1925.

T.W. Beckman

Register.

Commissioners Fee \$

Witness Fee's \$



No. 462.

THE STATE OF ALABAMA,

Baldwin County.

CIRCUIT COURT.

Frank L. Bates, as Guardian,
of Theodore Meek and Lois
Meek, Minors,

Complainant.....

vs.

Theodore Meek and Lois Meek,
Minors,

Defendant's

COMMISSION TO TAKE DEPOSITION
ON INTERROGATORIES.

COMMISSIONER:

Hon. R. A. Studly,

Monroe, Nebraska

WITNESSES:

Frank L. Bates

T. Post,

Monroe, Nebraska



The State of ~~Alabama~~ ¹ ~~Mobile~~ ¹ County

FRANK L. BATES, as GUARDIAN of
Theodore Meek and Lois Meek,
Minors.

VS.

THEODORE MEEK and LOIS MEEK.
MINORS.

No. 462

IN THE CIRCUIT COURT OF BALDWIN
COUNTY,

ALABAMA.

IN EQUITY.

The deposition of.....

Frank L. Bates.....

witness examined on behalf of the.....Complainant.....

in the above entitled cause which is pending in the Honorable theCircuit Court of.....

Baldwin County, Alabama,.....

The said witness appeared before me at the time and place hereinafter named, and after having been first duly sworn by me to speak the truth, the whole truth, and nothing but the truth, did testify and say as follows. That is to say.....Frank L. Bates.....

being duly sworn testified as follows:

Frank L. Bates, as Guardian of)
Theodore Meek and Lois Meek,)
Vs)
Theodore Meek and Lois Meek,)
Minors.)

No. 462

In the Circuit Court of
Baldwin County, Alabama.
In Equity.

Answers to Interrogatories propounded to Frank L. Bates,
Witness for Complainant.

My name is, Frank L. Bates, Age, 65 years, Residence, Monowi,
Nebraska. I am the Guardian of Theodore Meek and Lois Meek, and
Complainant in this cause.

To 2nd Interrogatory.

Was well acquainted with Emma Meek in her life-time. She is
dead. She died on the night of December, 28th 1920, about 10 o'clock,
my wife was with her at the time she died, and I was called to the
Meek residence, across the street from my residence, immediatly after
she had been stricken with an attack of heart failure, when I got
there she was dead. The age of Theodore Meek, is 21 years, that of
Lois Meek, is 19 years. at present Theodore is at Ayershire, Iowa,
interested in the barbering buisnes, and doing for himself. Lois, is
now attending school, at the Commercial College, in Sioux Falls,
South Dakota. her board, tuition and clothing, and all other expence
necessary to maintain her in a respectable manner, is paid out of
the trust funds in my hands, which I hold for the sole use and
benifit of these minors.

To 3rd Interrogatory.

I was appointed Guardian of these minors, July, 23rd 1921,
and have been such up to date.

I was the Administrator of Emma Meeks estate, and as soon
as I qualified as such, I received from F.T. Post, a son of M.T. Post,
who was in charge of his fathers business, at Monowi, the contract
made by M.T. Post, as attorney in fact for Emma Meek, with Harry C.
Walters and Rose B. Walters for the sale and purchase of the 20 acre
tract of land in Baldwin County, Ala. together with 5 principle
promissory notes of \$170.00 each, made payable to Emma Meek, and
\$350.00 in cash, being informed that \$150.00 had been deducted from
the first payment of \$500.00 paid by the walters at the time of the
execution of the contract, for payment of commission to the agent
that had negotiated the sale. The cash so received and the 5 notes
I scheduled in the inventory and appraisalment of the asets I reported
to the County Court of Boyd County, Nebr. as assets of the estate of
Emma Meek in my possession, and when I had the estate administered
and made final settlement with the court and was discharged as
administrator, and appointed Guardian of the minor heirs, I had these
same items turned back to me, in trust, for the sole use of Theodore
Meek and Lois Meek, the 20 acre s of land in Alabama, being assigned
me, subject to a sale made by Emma Meek, to Harry C. Walters and Rose
B. Walters, the contract being the one shown in these proceedings as
exhibit "B". M.T. Post haveing been the attorney for the Meek estate
and knowing all about the dealing with the Walters, and being advised
that it would be to the best interests of the minors to have this
carried through, if it could be done, I authorized to attend to this
particular matter for me, make the collections, and let the Walters
take the land. All payments stipulated for in the contract to be
made by the Walters has been made through the bank of Loxley to
M.T. Post, and by him to me, within a reasonable time after each note
became due, with the exception of the last payment, represented by
note No. 5, for \$170.00 and accrued interes, in all about \$200.00.

This note, as shown by the letter files in the office of M.T. Post
& son, is with the bank of Loxley, Ala. with instructions to collect
and remit same, when deed was delivered to the Walters, and so is
the Walters notice of the deposit of the money, with the Loxley bank
and their request for the deed, as agreed for in the contract.

Answer to 3rd Interrogatory continued.

The money received for the Walters, in the way I have stated, was, in some instances, turned over to the minors, for their use in maintaining themselves at school, as soon as received by me, at other times expenditures necessary for the welfare of the minors was paid for me when payments were received, and whatever remained, would be deposited with the bank, and used as need by the minors.

Have every reason to believe that the Walters have been ready to make the final payment at any time they can get a deed.

Have been advise that it requires a decree of the Circuit Court, of Alabama to make the deed.

To 4th Interrogatory.

From my varied conversations with Emma Meek, while she was Administratrix of her husband's estate, and others that were personally acquainted with the situation in Alabama, I was lead to believe that the 20 acre tract of land in Alabame, was a very poor asset of the Meek estate, and when I received the contract of its sale, I deemed it for the best interests of the minors, to have the deal go through; then the complicated condition of cffairs since this contract was entered into, as to title and deed for Walters and the further fact that the sale was made in good faith and the terms carried out as to payments, and the minors having already had more benefit from the proceeds already received than they possibly could have got out of the land, had this sale not been made, justify me, I think, in believing it will be for their best present and future interests to have the transaction carried through and deed given the Walters on completion of payment of the balance due from them. This will avoid future trouble for these minors in getting this matter settled, and will enable them to receive their portion of the estate remaining with me, after final settlement with our court which will soon be, as the minors are of age, or will soon be, without delays.

Frank L. Bales

Frank L. Bates as Guardian of)
Theodore Meek and Lois Meek, X)
Minors,)
Vs)
Theodore Meek and Lois Meek,)
Minors.)

No. 462

In the Circuit Court of
Baldwin County, Alabama.
In Equity.

Answers to Interrogatories propounded to Frank L. Bates
by respondents.

cross
To 1st Interrogatory.

Was acquainted with Emma Meek , about 18years prior
to her death.

To 2nd Cross Interrogatory.

I was appointed Guardian of these minors, July, 23rd 1921.
Have known these minors ever since their adoption by the Meek
family. The financial condition of these minors, as far as I have
charge of, is shown in my report to the County Judge, of Boyd Co.
made under date of , August, 18th 1925, and now on file with the
court, shows that at August, 11th 1924, I held a balance of \$1868.00
of trust funds belonging to these minors, that I had collected the sum
of \$708.69, for them during the year, and had expended the sum of
\$1039.02, under direction and approval of the court, in maintaining
Lois Meek in school and supply her and Theodore with funds to meet
their necessary need, leaving a balance of \$1535.77 of trust funds
due these minors. In addition to this, they will be assigned the
Meek residence property in Monowi, as soon as they are qualified to
take charge for them selves.

To 3rd Cross Interrogatory.

I have no personal knowledge of what the value of the
Meek land in Alabama, was at the time of sale to Walters or of
is present value, other than what I am informed by others, never
having been in that state. Have had no acquaintance with either
Walters or his wife, never saw them, never done corresponding with
either, left all the managment of the business with M.T. Post.
I have given all the circumstances of how I became identi-
fied with this deal , and of the payments made by the Walters and
my reasons for believing it the best for these minors to have this
deal go through as undertaken in the contract, in my answer to the
Complainant's 3rd Interrogatory.

Frank L. Bates

CERTIFICATE

I, R.A. Studley, one of the commissioners named in the foregoing commission which issued out of the Honorable the Circuit Court of Baldwin County, Alabama,

do hereby certify that in a certain cause pending in said court, wherein Frank L. Bates as Guardian of Theodore Meek and Lois Meek, is Complainant

and Theodore Meek and Lois Meek, are Defendant under and by virtue of the power conferred upon me by said commission, I caused the said Frank L. Bates

who is known to me and who is known to me to be the identical witness named in the Commission

to come before me at the times and places hereinafter named, that is to say I caused the said Frank L. Bates to come

before me at my office, in Monowi, Nebraska, at ~~Mobile, Alabama~~ on the 17th day of September, A. D. 1925; and the said

at _____ on the _____ day of _____ A. D. 192____; and the said

at _____ on the _____ day of _____ A. D. 192____; that said

witness was first duly sworn by me as stated; that He was then examined On the interrogatories annexed to Commission.

and testified in response thereto as it is herein above written; that the testimony was by me reduced to writing as given by him and as near as might be in the identical language of the said witness and that after his testimony had been so reduced to writing, it was by me read over to the said witness who assented to and signed the same in my presence, ~~and in the presence of the Solicitors of the parties.~~

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

WITNESS my hand this the 17th day of September, A. D. 1925.

R.A. Studley Commissioner.
and Notary Public.



*fees 6²⁰
Witness 4⁰⁰
"Not Paid"*

The State of ~~Alabama~~ ~~Mobile~~ County

FRANK L. BATES, as GUARDIAN of
THEODORE MEEK and LOIS MEEK
MINORS.

VS.

THEODORE MEEK and LOIS MEEK.
MINORS.

No. 462

IN THE CIRCUIT COURT OF BALDWIN
COUNTY.

ALABAMA.

IN EQUITY.

The deposition of.....

M. T. Post

witness examined on behalf of the Complainant

in the above entitled cause which is pending in the Honorable the Circuit Court

of Baldwin County, Alabama

The said witness appeared before me at the time and place hereinafter named, and after having been first duly sworn by me to speak the truth, the whole truth, and nothing but the truth, did testify and say as follows. That is to say.....

M. T. Post

being duly sworn testified as follows:

-----)
Frank L. Bates, as Guardian of)
Theodore Meek, and Lois Meek,)
Minors. Vs.)
Theodore Meek and Lois Meek,)
Minors.)
-----)

No. 462

In the Circuit Court of
Baldwin County, Alabama.
In Equity.

Answers to Interrogatories propounded to M.T. Post,
Witness for Complainant.

ANSWER to 1st Interrogatory.

Mark T. Post, Age, 78 years, Residence, Monowi, Boyd County,
Nebraska. Occupation, Lawyer, Was a resident of Monowi, Nebr.
December, 15th, 1915.

To 2d Interrogatory.

Knew Emma Meek, and D.C. Meek, her husband, from the fall
of 1902, until their death, Emma Meek was a resident of the
Town of Monowi, Nebraska, during the years of my acquaintance
with her. On, or about the 15th day of December, 1915, Emma
Meek, executed a power of attorney, conferring upon me certain
powers as to the management and sale of certain land, situate
in Baldwin County, Alabama, the same being the East half of the
Southeast Quarter, of the Southwest Quarter, of Section One,
Township Five, Range Three East St. Stephens Meridian. As to where
the original power of attorney now is, is unknown to me, but to
the best of my knowledge and belief, it was lost from the files
of my office, in Monowi, on, or about January, 30th, 1923, when
fire destroyed the business block on the opposite side of the

street from my office, and for a time threatened to burn the
whole town, my office being badly damaged, but not destroyed.

During this fire, much of the contents of my office had been
hastily removed, some of which has never been found since,
and the general supposition, of those in charge of my affairs,
at that time, I being spending a few months of the winter at
Loxley, Ala, and not getting back to my office until the month
of April, following,) that the books and papers I missed on my
return, had been either burned up or carried away, and probably
destroyed. At any rate, the files containing much of the cor-
respondance, office copies of documents pertaining to the D.C.
Meek estate, and among which was kept part of the records of
the business affairs of Emma Meek, has never been found by us,
although we have made frequent and diligent search for same.

The original power of attorney, as aforesaid, was, a
short time subsequent to its delivery to me, by Emma Meek, re-
corded in the records of the Probate Court of Baldwin County,
Alabama, and the certified copy, as taken from these records,
which I have had sent me, for ascertainment as to whether said
copy is a true and correct copy of the original power of attorney
so given me by Emma Meek, I can, from the best of my recollection
of the contents of this document, certify that the same is a
true and correct copy of the original in every particular.

To 3rd Interrogatory.

I was present at the time Emma Meek signed the original
power of attorney, -as aforesaid, she having come to the private
office of the Monowi State Bank, in Monowi, Nebraska, agreeable
to arrangements we had made with her to meet at this place for
consultation over her business affairs, and to appear before the
Notary Public who was to take her acknowledgment of the execu-
tion of certain documents we had under consideration. The only
persons present at the time, other than Emma Meek and myself,
was James Deacon, a brother of Emma Meek, and A.B. Tupell, and
W.L. Hauptli, cashier of the bank and a notary public.

My acquaintance with A.B. Tupell and James Deacon was very
limited, they having come from the State of Illinois on a visit
to the Meek family, a short time prior to their appearance at
the bank with Emma Meek, who introduced James Deacon to me as
her brother, who had come on, at her request, to assist her in-

determining what course she had better take in settling up the estate of her late husband, D.C.Meek, and A.B.Tupell, she introduced as an old friend of her family, who had accompanied her brother for a short visit. I accepted Emma Meeks identification of these parties, and made no enquiry as to their antecedents, business, or residence; therefore have never had any personal knowledge as to what became of them after their short stay at Monowi.

Emma Meek signed the power of attorney, as aforesaid, with her own hand, and in presence of James Deacon, A.B.Tupell and W.L. Hauptli, the Notary, and myself, Tupell and Deacon immediately after she had signed her name, signed their respective names to this document as attesting witnesses, and the Notary, W.L.Hauptli, at once took the proper acknowledgment and certified to same, attaching his signature and seal in presence of all the parties I have named as being present, at the signing, witnessing and acknowledging of execution of this particular document.

At the request of Charles Hall, Attorney for complainant, for the P.O.Address of A.B.Tupell and James Deacon, made under date of October, 30th 1924, I requested F.L.Bates, Guardian of Theodore and Lois Meek, to procure, if possible, the information asked for, and after considerable delay, he gave me what was purported to be the location and P.O.address of these parties, which I at once mailed to Mr.Hall, at Bay Minette, Ala. I have no certain knowledge as to whether Mr.Hall succeeded in locating these parties, or not, from the information sent him.

To 4th Interrogatory.

Was well acquainted with W.L.Hauptli; he was a duly qualified Notary Public, in and for Boyd County, Nebraska, at the time he certified to the acknowledgment of Emma Meek., to-wit December, 15th 1915, and officiated as such officer for year or so prior to, and subsequent to this particular transaction. Have set forth the facts, as to being present at the time he took and certified to the acknowledgment in my answer to 3rd interrogatory.

To the best of my recollection, Hauptli, the Notary, at the request of Emma Meek, handed the power of attorney to me immediately after he had certified and sealed the document. There was other papers, pertaining to the settlement of The D.C.Meek estate in South Dakota and Nebraska, that was delivered to me by Emma Meek at the same time, none of which required a notary's certificate of acknowledgment, that I can remember.

To 5th Interrogatory.

Emma Meek never revoked the aforesaid power of attorney, on the contrary she verbally extended the time specified in the power of attorney she had given me to dispose of the Alabama, property, indefinitely, or until the same could be sold, and on December, 22nd 1920, as I was taking the train for Loxley, Ala. she accompanied me and wife to the depot, in order to advise me that she had become discouraged over the situation of her interests in Alabama, and to urge me to use every effort possible to affect a sale of it, when I reached Loxley. I arrived at Loxley, on the morning of December, 24th ~~1920~~ 1920, and in the afternoon of that day went out to look over the Meek property, and found Harry C. Walters and wife inspecting the premises, they having been sent out by J.H.Griffin, a real estate dealer, at Loxley, with whom I had been corresponding with, regarding the sale of the Meek property, and who I had, under direction of Emma Meek, advised that he could have any sum in excess of \$1200.00 net to Mrs.Meek, as his commission, should he be able to secure a purchaser. Mr.Griffin had fixed the selling price, of the property, at \$1350.00 and informed Walters that I would soon be at Loxley, and would arrange the terms of sale, in case he wished to buy, as soon as I got there.

Making myself known to the Walters, we then and there entered into negotiations for the purchase of the property, by the Walters, agreeing upon the terms and conditions as exemplified in the contract, formally entered into and executed on the 28th day of December, 1920, as shown by the certified copy attached hereto and marked exhibit "B" in these proceedings.

Answer to 5th Interrogatory continued.

As shown by the receipt of F.L.Bates, Guardian, and his report to the County Court, of Boyd Co.Nebr. I have, by the terms of the aforesaid contract, collected the sum of \$1180.00 with the interest due on notes No.1 to 4, inclusive, and paid same to him in instalments, as the notes became due, and the money received from Harry C.Walters and wife, through the State Bank of Loxley, Ala. in payment of these notes has been promptly reported, by said guardian to the County Court, of Boyd Co.Nebr. and placed with the trust fund held by him, for the sole use and benefit of Theodore Meek, and Lois Meek, his wards. To the best of my knowledge, the greater part of the money received from Harry C.Walters and wife, in payment of the obligations they assumed in the purchase of the Meek property, has, under the direction and approval of the county court of Boyd county, Nebr. been expended in the care, maintainance and education of Theodore Meek and Lois Meek, by their Guardian, F.L.Bates.

Before I could close up the deal with ~~with~~ the Walters, and make my report of the sale to Mrs Meek, I received notice, through my son, F.T.Post, who I had left in charge of my business affairs, of the sudden death of Emma Meek, and that proceedings had been started in county court, by the relatives of the Meek family, to have F.L.Bates, appointed administrator of her estate. Immediately after receipt of this notice, I mailed the contract, notes given by the Walters, made payable to Emma Meek, and a bank draft for \$350.00, the net amount due Emma Meek, after deducting the commission of \$150.00, out of the first payment of \$500.00, as arranged with Griffin, with instructions to turn the same over to the Administrator of the Emma Meek estate, as soon as qualified.

F.L.Bates was appointed Administrator, qualified, and received the Contract, notes and money, from my son, scheduled same in the ~~xxxxxxx~~ inventory as assets of the Emma Meek estate, and on his discharge as administrator, and appointment as Guardian of the minor heirs, had same turned back to him, in trust for his wards. This is why I have paid all the proceeds received from the sale of the Meek property, to F.L.Bates.

Emma Meek died between the hours of 9 and 10 o'clock, on the night of December, 28th, 1920, as I am informed by those present at time of death.

To 6th Interrogatory.

The age of Theodore Meek is 21 years, that of Lois Meek is 19 years. Have known them well ever since their adoption by D.C. and Emma Meek. They are both bright, healthy and intelligent, and graduates of high school. Theodore was at Ayershire, Iowa, the last I heard from him, at work and doing well, Lois is now taking a course of study at the Commercial Colledge, and will soon graduate at Sioux Falls, South Dakota, as I am informed by their guardian and friends.

In my opinion and judgment, it will be to the best interest of these minors that the aforesaid transaction be ratified and completed as contemplated for in in the contract I made, on behalf of Emma Meek with Harry C.Walters and Rosa B.Walters, for the sale and purchase of the property heretofore described in these proceedings, for the reason that, this property was a liability instead of an asset, at the time of the aforesaid transaction, because of the run down condition of the place, with buildings and fences going to wreck, seemingly impossible to rent or derive any benefits from it, and the necessity of continual expences in trying to maintain and keep the place from tax liens and other vexations for Emma Meek, and her representatives, after her death that these minors have received far more benefit and profit by reasons of this particular transaction, than they could possibly have received had it not taken place; that Harry C.Walters and wife, have in all things fulfilled all their obligations as to payments as they became due, and, as we are informed, have deposited with the bank at Loxley, Ala. sufficient funds to make the last payment of \$170.00 and accrued interest, as soon as a legal title to the land they have paid for is given them.

To 7th Interrogatory.

All the terms and conditions, as to price, when and how payments were to be made and possession given, as is shown in the contract, (exhibie "B") was made and agreed to by and between Harry C.Walters,

Answer to 7th Interrogatory continued.

his wife, Rosa B. Walters, and myself, representing Emma Meek, on the afternoon of December, 24th 1920. As it was getting late in the evening when we got back to Loxley, and the day following being Christmas, the matter of drawing up a formal contract and executing same, was deferred until after the Christmas festivities were over by mutual agreement, and it was not until the morning of December, 28th, 1920 that we got together, at the office of Percy Hall, a Notary Public, at Loxley, where we signed and acknowledged execution of the contract I had prepared, in duplicate, before that officer. The hour of executing being not later than Nine (9) o'clock, A.M. of that day, and I formally put Walters and wife in possession before the noon hour of the same day.

The actual time of the death of Emma Meek, as fixed by her companions and friend present when she died, was between the hours of 9 and 10 o'clock on the night of December, 28th, 1920.

To 8th Interrogatory.

It is a fact that, Harry C. Walters and Wife, Rose B. Walters paid to me the \$500.00 as stipulated for and acknowledged in the contract as so paid.

It is also a fact that I gave to Harry C. Walters and Rose B. Walters formal possession of the premises they had contracted to purchase, and as described heretofore- on the 28th day of December, 1920, and that they took actual and immediate possession of the same that day.

M. T. Post

Frank L. Bates as Guardian of)
Theodore Meek and Lois Meek)
Minors.)
Vs)
Theodore Meek and Lois Meek)
Minors.)

No. 462.

In The Circuit Court of Baldwin
County, Alabama.

In Equity.

Answers to cross Interrogatories by M.T. Post.

Answer to 1st Cross Interrogatory.

Knew Emma Meek from the fall of 1902 up to the time of her death, a few months over 18 years.

The power of attorney, given me by Emma Meek, on December, 15th 1915, was for the purpose of qualifying me to legally represent her in all matters pertaining to certain land she had interests in, in Baldwin County, Ala. Her husband, D.C. Meek, had, during 10 years prior to his death, come to me for counsel and advice, in matters pertaining to business affairs, and upon his death I was retained by his wife, Emma Meek, as her attorney, to attend to legal requirements, in the discharge of her duty as Administratrix, of her late husband estate, in the States of Nebraska and South Dakota. The property belonging to this estate, situate in Baldwin County, Ala. was, in the first instance after it was purchased, placed in the care and management of Johnathan Bliss, by D.C. Meek, with full power to manage, rent and improve, as his agent. After D.C. Meek's death, Bliss continued in charge of the Meek property for some time, but his administration of affairs were so unsatisfactory that Emma Meek and her friends thought it advisable to have me take charge of the property and dispose of it, if possible. That is why she executed the power of attorney to me.

To 2nd Interrogatory.

The original power of attorney, given me by Emma Meek seems to have been lost from the files of my office. The last time I can remembering of seeing it, was when it was placed with the files of finished business to be kept for reference in drawers and filing cases, kept in my office for that purpose; this was done some time during the first week of December, 1923, while making preparations to go South, on a few months vacation. Careful search has been made for this document, but up to date has not been located.

To 3rd Interrogatory.

Went with Emma Meek to the Notary, W.L. Hauptli, and was present when she signed, and acknowledged the execution of this document. I prepared this power of attorney, in my office a short time before we stepped into the bank, next door to my ~~office~~ office, to have the Notary take acknowledgment of its execution.

Emma Meek and her friends suggested the making, in the first instance. She had given me other powers of attorney, and had been well pleased with the manner I had used these powers for her benefit.

All circumstances connected with the witnessing and execution of this power of attorney, was substantially as I have stated in my direct examination, in answer to complainants 3rd Interrogatory.

To 4th Interrogatory.

No sale of this real estate could be made during ~~xxxxxx~~ the first year after the power of attorney had been given me, nor could any sale be made of it, prior to the sale made to Harry C. Walters and wife, all though much correspondence with real estate agents, doing business in Baldwin County, Ala had been carried on by me, in conjunction with Emma Meek, in our efforts to sell it.

I used what efforts I could, by correspondence, to keep the property rented and properly taken care of, arranged matters for repairs to the improvements, and payment of taxes, redeemed the land from tax sale, after it had been sold for tax, by the neglect of the parties we had intrusted with the management of the property.

Answer to cross interrogatory, No.4 continued.

In fact, I used all reasonable efforts to have this property taken care of, and the interests of Emma Meek in the property, properly accounted for, and to sell her interests, as she had empowered me, during all the time that had interviened between the time she first gave me the power of attorney, and the sale to the Walters.

Emma Meek, was alive and in usual health at the hour that the formal contract between myself, as attorney in fact for Emma Meek, and Harry C.Walters and Rose B.Walters, was executed on the morning of December, 28th 1920

The records of Emma Meek's death fixes the time of her death as between the hours of 9 and 10, on the night of December, 28th 1920.

I had mailed her a Postal card on the evening of December, 24th, advising her of the deal I had made with Walters, and that as soon as I could close up the sale I would farward, by mail, to her address a full report of the transaction. It seems that she had received this Posta card on the afternoon mail of December 28th, and that evening, while entertaining some of her friends, at her home, was telling of the receipt of the card, and of how glad she was over the news from Alabama, when she was stricken with heart failure, and was dead in a few minutes.

Guardian's receipts show that I have collected from the Walters, \$1180.00, and that he has received same, and has accounted for the money.

To 5th Cross Interrogatory.

The circumstances connected with the making of the contract with the Walters, is, substantially as explained in my direct, in answer to complainant's 5th Interrogatory, and my reasons for thinking it to be the best interests of the minors to have contract ratified and deed made to the Walters, is exactly as I have given it in my answer to complainant's 6th Interrogatory.

As to value of the property, at time of the sale to Walters, in my judgment, did not exceed the amount Emma Meek was to receive from the proceeds of the sale, \$1200.00.

At time of sale there was about 10 acres of the land cleared, of which, 5 or 6 acres had been cultivated.

The improvements consisted of a small frame house, in bad repair, A barn that had been badly wrecked by a hurrican, and of no value, other than the lumber that could be salvedged from the wreck, A small corn crib, partly burned when a woods fire run through the place and burned the other out buildings and many of the fence posts of the fence that enclosed the place.

M.T. Post

CERTIFICATE

I, R.A. Studley, one of the commissioners named in the foregoing commission which issued out of the Honorable the Circuit Court of Baldwin County, Alabama

do hereby certify that in a certain cause pending in said court, wherein Frank L. Bates, as Guardian of Theodore Meek and Lois Meek, is Complainant and Theodore Meek and Lois Meek are Defendants under and by virtue of the power conferred upon me by said commission, I caused the said M.T. Post

who is known to me and who is known to me to be the identical witness named in the Commission to come before me at the times and places hereinafter named, that is to say I caused the said M.T. Post to come

before me at my office, at Monowi, Nebraska, at ~~Mobile, Alabama~~ on the 17th day of Sept A. D. 1925; and the said

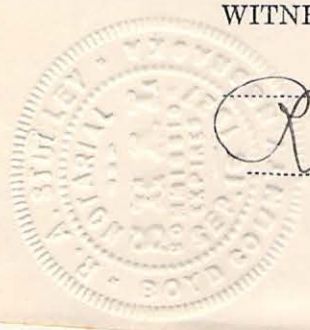
on the..... day of..... A. D. 192.....; and the said..... at.....

on the..... day of..... A. D. 192.....; that said witness w first duly sworn by me as stated; that He was then examined On the Interrogatories annexed to commission.

and testified in response thereto as it is herein above written; that The testimony was by me reduced to writing as given by him and as near as might be in the identical language of the said witness.....and that after.....The testimony had been so reduced to writing, it was by me read over to the said witness.....who assented to and signed the same in my presence, ~~and in the presence of the Solicitors of the parties.~~

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

WITNESS my hand this the 17th day of..... A. D. 1925



R.A. Studley Commissioner and Notary Public.

Meek \$ 6.20
Witness H. 00
"not paid"

The State of Alabama,
Baldwin County.

Circuit Court of Baldwin County, Alabama
(In Equity.)

Frank L. Bates, as Guardian of
Theodore Meek and Lois Meek, Minors Complainant.

VS.

Theodore Meek and Lois Meek, Minors Respondent.

I, Edgar L. George, named in the Commission herein
as ~~Edwifred L. George~~ under commission to take depositions
As Register and Commissioner issued by the Register of the Circuit Court of Baldwin County State of Alabama
have called and caused to come before me Harry C. Walters and Rose B.

Walters

witness ~~is~~ named in the Requirement for Oral Examination, on the 3rd day of November

1925, at the office of Edgar L. George, Room 605 No. 35 North Dearborn
Street, County of Cook
in the State of Illinois & Alabama, and having first sworn said witness ~~is~~ to speak the

truth, the whole truth, and nothing but the truth, the said Harry C. Walters

doth depose and say as follows:

[Large wavy scribble covering the deposition text area]

ORAL EXAMINATION.

I, Edgar L. George, as Register and Commissioner hereby certify
 that the foregoing deposition ^{on written interrogatories} ~~is~~ on ~~Oral~~ Examination was taken down in writing by ^{Marie Nolla, disinterested and impartial stenographer under my direction} ~~me~~ in the words
 of the witness ~~es~~ and read over to them and they signed the same in the presence of
 myself Edgar L. George, herein named as Edward L. George
 at the time and place herein mentioned; that I have personal knowledge of personal identity of said
 witness ~~es~~ or had proof made before me of the identity of said witness ~~es~~; that I am not of
 counsel or of kin to any of the parties to said cause, or any manner interested in the result thereof

I enclose the said ~~Oral~~ Examination in an envelope to the Register of said Court.

Given under my hand and seal, this 6th day of November 1925
Edgar L. George (L. S.)
 Commissioner

NO. 4621 PAGE

THE STATE OF ALABAMA
BALDWIN COUNTY

IN CIRCUIT COURT, IN EQUITY.

Frank J. Bates as Sheriff
of the above named & Lewis Frank
Spencers vs. Complainant
Theodore Wick & Lewis
Wick, minors Respondent.

Oral Deposition

Filed, 192...

Recorded in, Register.

Recorded in, Record

Vol. Page

Register

1) To the First Interrogatory he deposes and says:

My name is HARRY C. WALTERS; I am 55 years of age and reside at 7445 Euclid Avenue. My occupation is doing electrical work. On the 28th day of December, 1920 my residence was 7445 Euclid Avenue, Chicago, Illinois, but on that date I was visiting at Loxley, Alabama and spending the winter there.

2) To the Second Interrogatory he deposes and says:

I know M. T. Post. I met him on or about the 27th day of December, 1920. That was the day before the 28th of December, and Mrs. Walters and myself looked over the place that we bought, as we had heard the same was for sale, and saw Mr. Post at the place. He asked me what I thought of it, and I told him I thought it was a nice place. He asked me why I didn't buy it, and we got to talking about it. I don't know just what I said, but we made the deal while we were there, and then we went back to Loxley at the hotel where I was staying, and arranged to go to BayMinnette, the county seat, and draw up a contract. The next day I went to Bay Minnette with him and we went to some abstract writer, and they drew up the contract. Then we went back to Loxley and that is where the signatures were taken, signed by myself and wife, Rose B. Walters, and Mr. Post signed the name of Emma Meek, by himself as her attorney. After it was signed it was sworn to be W. P. Hall. First the Notary Public swore me and then they took Mrs. Walters in another room and she was sworn to. The property described in this interrogatory is the same property that is set forth in this contract. I have the contract here to attach to my answer.

MR. GEORGE: The contract is produced and exhibited to me dated the 28th day of December, 1920, between Emma Meek, a widow, by M. T. Post, her attorney in fact, party of the first part, and Harry C. Walters and Rose B. Walters, as parties of the second part, and was recorded in the office of the Judge of the Probate Court of Baldwin County, State of Alabama on the 13th day of September, 1922, in book 27 of mortgages, page 28990, and the same is herewith attached to this deposition. I am marking it deponent's exhibit 1.

3) To the Third Interrogatory he deposes and says:

After this contract was signed I came back to Chicago and packed and shipped our furniture to Alabama, and Mrs. Walters and I moved on the land about five weeks after the contract was drawn up, and were on the place about four or five weeks after the contract was signed. We lived there and remained in possession of the land involved in this suit for about three years. Mr. Post told us that he was the agent for Emma Meek, the owner, and when we went to Bay Minnette he had in his possession a letter, or power of attorney which he showed to me and to Mrs. Walters, and said he had authority to sell the land for her. The contract is dated the 28th day of December, 1920, and was delivered to myself and my wife that day in the office of W. P. Hall, a Notary Public at Loxley, Alabama.

4) To the Fourth Interrogatory he deposes and says:

The amount of the consideration for the purchase of this land was \$1350.00. We paid \$500.00 cash at the time the contract was signed and gave promissory notes payable to the order of Emma Meek for the balance of the purchase price as provided in this contract. There were five of these notes, all dated December 28, 1920, and each one was for \$170.00. Four of these notes have been paid and I am handing them to Mr. George to attach to my answer. The other note is at the Loxley State Bank. At the time the notes were signed Mr. Post went with me to the Loxley State Bank and arranged to leave the notes there for collection. That is where we did our banking. We paid these notes before they became due. On the last note we left money for the amount of the note with interest in the Loxley State Bank, where it is now on deposit for the purpose of paying this note, as soon as they deliver us the deed to the land.

MR. GEORGE: These four notes referred to by Mr. Walters are all dated December 28, 1920, each for the sum of \$170.00, and are stamped "Paid" by the Losley State Bank. I am marking them Deponent's exhibits 2, 3, 4 and 5.

5) To the Fifth Interrogatory he deposes and says:

We paid \$500.00 to Mr. Post, and have four of the cancelled notes, and the other one is in the bank and the money to cover same and interest is also in the bank. So far as we are concerned we have paid the entire amount due under the contract. The bank did not give us this cancelled note as they were unable to give us a deed.

6) To the Sixth Interrogatory he deposes and says:

I have already stated in my answer, I think, fully the transaction I had with Mr. Post when I bought the land involved in this suit. We moved on the land about four or five weeks after the contract was signed, and practically rebuilt the house and made improvements to the barn, and repaired the fence, and cleared one acre. We planted five acres of oranges, and the other land that was cleared we cultivated and used for pasture land. In January, 1924, we had a freeze and shortly after that we moved back to Chicago. We arranged with Jimmy Randall, who lives right near there to use the place as a tenant house for his foreman, and Mr. Randall has had possession of this property under this arrangement ever since. He looks after the property for us, sees that the fences are kept up, buildings kept in repair, and acts as our tenant, and has been doing this ever since we came back to Chicago. We have paid the taxes on this property ever since we bought it and I have some of the tax receipts here showing the payments.

MR. GEORGE: The tax receipts handed to me by Mr. Walters are dated December 29, 1921, March 26, 1922, ^{and December 27, 1922} and October 26, 1923, [^] are attached hereto and marked Deponent's Exhibits 6, 7, ~~and~~ 8. and 9

CROSS-INTERROGATORIES

1) To the First Cross-Interrogatory he deposes and says:

I first met Mr. Post on December 27, 1920. I did not know Emma Meek and have never met her.

2) To the Second Cross-Interrogatory he deposes and says:

At the time we made this contract with Mr. M. T. Post, he said that he was the agent for Mrs. Meek and had a power of attorney to sell the land. His letterhead states that it is M. T. Post and Son, Attorneys at Law. When we went to Bay Minnette to draw up the contract he had with him a power of attorney from Mrs. Meek to draw this contract and he showed it to me. It was signed by a Judge of some court in Nebraska. He also had this power of attorney when we came back to Loxley and showed it to us in the office of W. P. Hall.

3) To the Third Cross-Interrogatory he deposes and says:

The contract Mr. Post executed on the 28th day of December was delivered to us about four o'clock in the afternoon of that day. I do not know when Mrs. Meeks died. I returned from Chicago about three weeks after the contract was signed and was waiting for the furniture to be shipped, and I then had a talk with Mr. Post and he told me that Mrs. Meek had died. Do not remember that he told me the date of her death.

4) To the Fourth Cross-Interrogatory he deposes and says:

The first conversation we had with Mr. Post was on the 27th of December, 1920, when we saw him on the farm. We had heard it was for sale and went out to look at it, and saw him there, with Mr. Johnson (I do not know his first name). Mr. Johnson was with Mr. Post and he heard the conversation. After we had agreed on the price we all went into Loxley to the hotel, and Mr. Johnson heard all the conversation. When we first met Mr. Post on the farm he asked us what we thought of the place, and I told him we thought it looked like a nice little place. He said it was for sale and that he had the selling of it. Then he told me to whom it belonged, Mrs. Meeks, and that he had the power of attorney and was acting as her attorney. He did not say anything about the physical condition of Emma Meek.

5) To the Fifth Cross-Interrogatory he deposes and says:

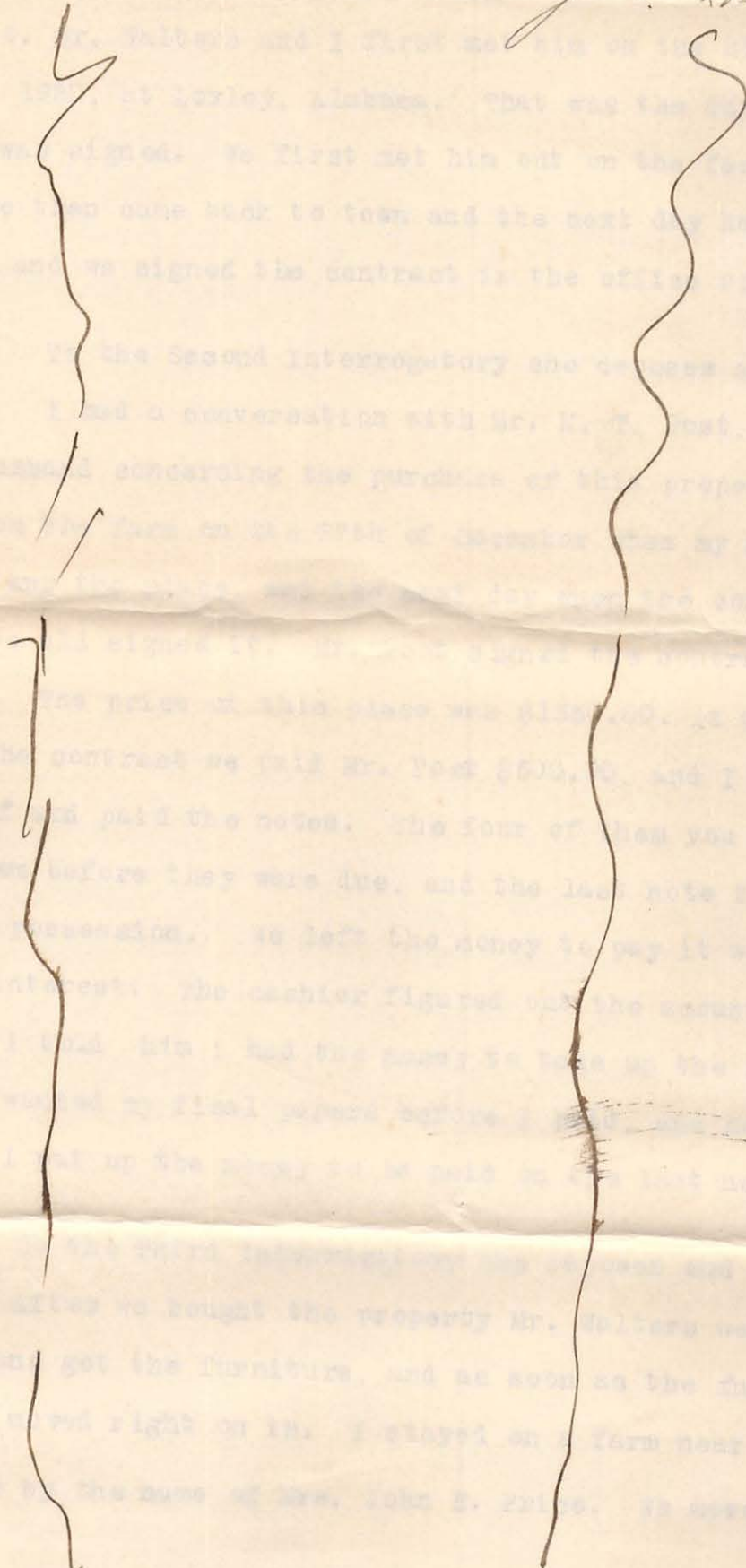
We agreed to buy the farm and pay \$1350.00 for it. We paid \$500.00 cash and we gave notes for the balance. There were five notes, each for \$170.00. We paid all of these notes, four of them we have here, and the other one is in the bank at Loxley, Alabama. The bank has the money for the amount of this last note with interest.

6) To the Sixth Cross-Interrogatory he deposes and says:

This property is about two miles northeast of Loxley, consisting of twenty acres, a two-room cottage, a barn, all fenced, with ten acres cleared. The house and barn and fences were in poor condition when we bought it. We repaired the house and practically re-built it, and improved the barn and the fences, and also cleared up one acre and planted five acres in orange trees. Nine acres of the place is in woods. We farmed the other six acres that are cleared. We spent about \$2000.00 for improvements on the farm. We paid \$500.00 in cash to Mr. Post on the 28th of December, 1920 at the time he delivered the contract to us. The contract is our receipt for it. The balance of the money we paid to the bank. We have four of the cancelled notes. At the time we came back to Chicago, in January, 1924, we left on deposit with the Loxley State Bank, the amount of money necessary to pay the last note. They still have it on deposit. We have done everything to carry out the contract, but have been waiting almost two years to get our deed. Mrs. Walters asked for the final papers in July, 1923, when she paid Note No. 4, and was ready to pay all the notes although they were not due. They were not ready to give a deed so when we came back to Chicago in January, 1924, we left money on deposit in the bank to pay the note and left the matter in the hands of our lawyer, Judge Charles Hall to take care of for us. We lived at the place continuously from about five weeks after we signed the contract, or from January, 1921 until the month of January, 1924. Before we left we made arrangements with Mr. James Randall, as our tenant to look after the property. He has used the house as a tenant

house for one of his men. The property is improved with a two-room cottage, barn, and it is fenced and cross-fenced, and eleven acres are under cultivation or under pasture.

Harry C. Walters
Harry C. Walters



[Faint, mostly illegible typed text is visible through the paper and obscured by the scribble. Some words like 'December', 'contract', 'paid', and 'notes' are faintly discernible.]

started right in to clean up and improve the place. We put out the orange trees, fixed up the house, rebuilt it, and put up the barn, refenced it, and cleared one acre of land.

4) To the Fourth Interrogatory she deposes and says:

The question you ask me in the fourth interrogatory, I believe has been answered already. We have paid the full amount of the purchase price we agreed to pay in the contract. The bank at Loxley has the money for the last note, and are holding it until we can get a deed.

5) To the Fifth Interrogatory she deposes and says:

As I have already answered we went into possession of the property involved in this suit about three or four weeks after the contract was signed. We made improvements on the place. We spent about \$2000.00 for improvements on the land. We stayed on the place until the month of January, 1923, and then came back to Chicago. Before leaving we made arrangements with Mr. Randall to look after the place. He was to use it as a tenant house for one of his men. The house has been occupied since by one of Randall's men.

CROSS-INTERROGATORIES

propounded to Rose B. Walters.

1) To the First Cross-Interrogatory she deposes and says:

I live at 7445 Euclid Avenue, Chicago, Illinois. I am the wife of Harry C. Walters. I have read over Mr. Walters' answers given here, and my answers would be the same as his. We both met Mr. Post on the same day when we went out to look at the place, and the conversation we had with him was in the presence of both of us. On the 28th Mr. Post and Mr. Walters went to Bay Minnette to draw up the contract and when they came back in the evening about four o'clock we all signed the contract in the office of W. Percy Hall. Then my husband, Harry C. Walters, came back to Chicago to arrange for forwarding the furniture, and I stayed with Mrs. John E. Price.

Mr. Walters came back in about three weeks' time. As soon as the furniture came, we moved out on the farm. I never saw Emma Meek. The first time I heard she was dead was after Mr. Walters returned from Chicago. Mr. Post told Mr. Walters and Mr. Walters told me about it. At the time we met Mr. Post on the farm on the 27th, he told us he was the agent and had the handling of the farm in charge. After talking for about a half hour, we agreed to give \$1350.00 for the property, and he was satisfied to sell the farm to us for that price. At the time the contract was signed up Mr. Post had with him the papers called power of attorney, which gave him the right to sell the place for Mrs. Meek. I saw this paper at the time. When the contract was signed up we paid him \$500.00 by check, and gave him the notes. We had a bank account in the Loxley State Bank, and Mr. Post and Mr. Walters made arrangements to have the notes left at the bank where we could pay them. I paid all these notes. We had a joint account in the bank and I took care of paying the notes. In the summer of 1923 Mr. Walters went back to Chicago, and I talked to the cashier of the bank about the notes, and told him that I was ready to pay all of them. He told me to write to Mr. Post, which I did. Mr. Post sent back word to me to get a lawyer to look after our interest. Through a neighbor I got Mr. Hall, and sent the papers, through that neighbor to Mr. Hall at Bay Minnette. Mr. Walters returned to the farm in November of 1923, and before we left in January, 1924, to return to Chicago, we had a talk with the cashier at the bank, and he figured out the amount of interest due on the last note, and we left on deposit with him the money necessary to pay this last note with interest. We have been waiting ever since to get our deed.

Rose B Walters

State of Alabama,
County of Baldwin.

This contract or agreement made and entered into this 28th day of December, 1920, by and between Emma Meek, a widow by M. T. Post, her attorney-in-fact, parties of the first part and Harry C. Walters and Rosa B. Walters, husband and wife, jointly, as parties of the second part, witnesseth:

That the parties of this first part have this day bargained and sold unto the parties of the second part, the following described piece or parcel of land located in Baldwin County, State of Alabama, to-wit:

The East Half (E $\frac{1}{2}$) of the southeast quarter (SE $\frac{1}{4}$) of the southwest quarter (SW $\frac{1}{4}$) of Section one (1), in township five (5) south of range three (3) East, containing twenty (20) acres, more or less, together with the improvements thereon;

Upon the following terms and conditions which are hereby made a part of this contract and binding upon both parties hereto:

The consideration at which the said parcel of land is sold is \$1350.00 of which amount \$500.00 has this day been paid by the parties of the second part to the parties of the first part, who hereby acknowledge receipt of said amount; the balance of the consideration, amounting to \$850.00 is to be paid to the said first party in equal installments of \$170.00 each which are evidenced by promissory notes as follows: Note No 1 for \$170.00 due and payable June 1st, 1921; Note No 2 for \$170.00 due and payable January 1st, 1922; Note No 3 for \$170.00 due and payable June 1, 1922; Note No 4 for \$170.00 due and payable June 1, 1923 and Note No 5 for \$170.00 due and payable June 1st, 1924. It is understood that each of the above mentioned notes shall draw interest from date at the rate of 6% per annum which said interest shall be paid at the same time the note is paid. It is further agreed that the second party shall have the right to pay any number of notes he may desire at any anniversary date of this agreement and the payment so made shall terminate the interest on any such amounts.

It is agreed by the parties hereto that should the second party fail to make any of the deferred payments as they fall due, then

Deposited "Exhibit One"
11/3/25 Edgar L. George
C. W. Meek

the said first parties shall give notice, by registered mail, of such delinquency to said second party and shall the delinquency continue for a period of six months after said notice, then the first party hereto may, at her option, declare this contract cancelled and shall retain such payments as may have been made by the second party as liquidated damages. The said second party agrees to vacate the property promptly upon notice of such cancellation of this contract by the first party and the title thereto shall be reinvested in said first party the same as if this instrument had not been executed.

It is a stipulation of this contract or agreement that the second party hereto shall not assign this contract or any part thereof to any person, except upon the written consent of the party of this first part.

It is agreed that the second party shall have possession of the property from the date of execution of this writing and shall continue in possession of the same until this writing is declared broken.

The party of the second party agrees to pay any and all taxes, or assessments of any nature whatsoever which shall be come due or which may be charged against the property described in this writing, at any time after the date of this instrument, including the taxes which shall fall due in the name of Emma Meek on October 1st, 1921.

The party of the first part hereby agree that upon the receipt of all of the unpaid money as set out in this writing, the party of the second part shall be provided with a good and sufficient warranty deed in regular Alabama form, conveying to them the title to said property, together with an abstract of title which shall show a good and merchantable title in said first parties.

Witness our hands, in duplicate, this 28th day of December, 1920.

Witness W. P. Hall
Mrs. John E. Price

Emma Meek
By M. T. Post
Attorney-in-fact.

Harry C. Walters
Roll B. Walters

State of Alabama

Baldwin County.

I, W Percy Hall a Notary Public in and for said County and State hereby certify that M. T. Post whose name as attorney-in-fact for Emma Meek is signed to the foregoing contract and who is known to me, acknowledged before me on this day, that being informed of the contents of the contract, he executed the same voluntarily on the day the same bears date, for and as the act of Emma Meek and with due authority from her as per power-of-attorney filed in the office of the Judge of Brobate of Baldwin County, in Record Book Mcl No 3, page 223.

Given under my hand and seal this 28th day of December, 1920.

W Percy Hall
Notary Public, Baldwin County, Ala.

State of Alabama,

Baldwin County.

I, W Percy Hall a Notary Public in and for said State and County hereby certify that Harry C. Walters and Rosa B. Walters, husband and wife, whose names are signed to the foregoing contract and who are known to me, acknowledged before me on this day, that being informed of the contents of the said contract, they executed the same voluntarily on the day the same bears date and for the uses and purposes therein set forth.

Given under my hand and seal this 28th day of December, 1920.

W Percy Hall
Notary Public, Baldwin County, Ala.

HAMMERMILL
BOND

State of Alabama,

Baldwin County.

I, W. Percy Hall a Notary Public in and for said State and County do hereby certify that on the 28th day of December, 1930, came before me the within named Rosa B. Walters, who is known to me to be the wife of the within named Harry C. Walters, who, being examined separate and apart from her husband, touching her signature to the within agreement, acknowledged that she signed the same of her own free will and without any fear, constraint or threats on the part of the husband and for the uses and purposes therein set forth.

Given under my hand and seal this 28 day of December, 1930.

W. Percy Hall
Notary Public, Baldwin County, Ala.



The State of Alabama, }
Baldwin County

CIRCUIT COURT.

To Edward L. George,

KNOW YE, That we, having full faith in your prudence and competency, have appointed you Commission-
er, and by these presents do authorize you, at such time and place as you may appoint, to call before you and
examine Harry C. Walters and Rose B. Walters,
7631 Merrill Avenue, Chicago, Ill.

as witnesses in behalf of Complainant, in a cause pending in our Circuit
Court of Baldwin County, of said State, wherein

Frank L. Bates, as Guardian of Theodore Meek and Lois Meek, Minors,

Complainant

and Theodore Meek and Lois Meek,

Defendant,

on oath to be by you administered, upon interrogatories and cross interrogatories,
to take and certify the deposition of the witness and return the same to our Court, with all convenient
speed, under your hand.

Witness 29th day of October, 1925.

D. W. Peterson
Register.

Commissioners Fee \$ 15.00

Witness Fee's \$

FRANK L. BATES, as Guardian of
THEODORE MEEK AND LOIS MEEK,
Minors,
VS.
THEODORE MEEK and LOIS MEEK,
Minors.

NO. 462.

IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA,
IN EQUITY.

Interrogatories propounded by the Complainant to Harry C. Walters and Rose B. Walters, material witnesses for Complainant, both of whom reside at 7631 Merrill Avenue, Chicago, Illinois.

INTERROGATORIES TO THE SAID HARRY C. WALTERS, ALONE.

FIRST INTERROGATORY:

State your name, age, residence and occupation, and also state where you resided on the 28th. day of December, 1920.

SECOND INTERROGATORY:

State whether or not you knew M. T. Post on or about the 28th. day of December, 1920, if you say yes then state where the said M.T.Post was on that day. If you say the said M.T. Post was at Loxley, Alabama, on December 28th. 1920 then state whether or not he as attorney in fact for Emma Meek on that day executed and delivered you a contract or agreement agreeing to convey to you and Rose B. Walters the following described land located in Baldwin County, State of Alabama to-wit:

East half of Southeast quarter of the Southwest quarter of Section one, in Township five South, Range three East, containing twenty acres more or less, together with the improvements thereon.

If you say he did execute such contract then attach the contract or a copy thereof to your answer.

THIRD INTERROGATORY:

If you say M.T. Post, as attorney in fact for Emma Meek did enter into contract with you and Rose B. Walters to convey to you and Rose B. Walters the land above described and the contract was fully consummated then state whether or not you took possession of the land described in the contract at or about the time the contract was

executed and delivered to you and whether or not you remained in possession thereof for any length of time and the length of time you remained in possession of the land involved in this suit. If you say the contract was signed and delivered to you by M.T.Post as attorney in fact for Emma Meek then state the date of the contract and where you were when the contract was delivered to you.

FOURTH INTERROGATORY:

State the total amount of the consideration at which the parcel of land **involved** in this suit was sold to you and to Mrs. Walters and whether or not you paid all cash therefor at the date of the execution of the contract or agreement you had with M.T.Post, as attorney in fact for Emma Meek. If you say that you did not pay in cash the full amount of the consideration then state the amount of cash you paid at the time the contract was executed and delivered to you if there be such a contract. If you say that you did not pay all cash for the property involved in this suit when the sales contract was delivered to you then state whether or not you executed promissory notes to Emma Meek for the deferred payments, and if you executed promissory notes and paid them or any one of the notes then attach said notes to your answer. Also state the total amount you have already paid on the purchase price for the property involved in this suit.

FIFTH INTERROGATORY:

If you say that you have not paid the full amount you promised and agreed to pay for the land involved in this suit then state the amount still due and unpaid, and if you say that there is a balance due on the purchase price then state whether or not you have the ability to pay the balance due and whether you are ready and willing to pay upon receipt of a proper deed executed to you and Rose B. Walters conveying to you and Rose B. Walters the land involved in this suit.

SIXTH INTERROGATORY:

Please testify fully as to all transactions you had with said M.T.Post, concerning the purchase of the land involved in this

suit, if you say the circumstances have been such that you and Rose B. Walters have not resided continuously on the land since you took possession thereof then state whether or not you have had a caretaker taking care of and looking after the property or a tenant residing on the land during your absence. If you say you have not paid the full amount of the purchase price for the land then state why you have not done so. Have you paid taxes on the property since Dec. 28, 1920? if so attach your receipts to your answer. Charles Hall
Solicitor for Complainant.

INTERROGATORIES TO THE SAID ROSE B. WALTERS, ALONE.

FIRST INTERROGATORY

State your name, age and residence, state whether or not you knew M.T. Post on or about December 28th. 1920. If you knew said M.T. Post on December 28th. 1920 then state where he was on that day, if you know.

SECOND INTERROGATORY:

State whether or not you ever had any conversation with M.T. Post concerning the purchase of the following described lands, located in Baldwin County, Alabama to-wit:

East half of Southeast quarter of Southwest quarter of Section one, township five South of Range three East, containing twenty acres more or less, together with improvements thereon.

If you say yes then state where that conversation took place. Also state whether or not the said M.T. Post on or about the 28th day of December 1922 entered into a contract as attorney in fact for Emma Meek to convey to you and Harry C. Walters the above described land, if you say yes then state the price that you and Harry C. Walters agreed to pay for the land involved in this suit, also state the amount if any that has already been paid on the purchase price for the land involved in this suit.

THIRD INTERROGATORY:

State whether or not you and Harry C. Walters or either one of you ever took possession of the land involved in this suit, if you say you or Harry C. Walters did take possession of the land then state