

STATE OF ALABAMA, )  
BALDWIN COUNTY. )

CIRCUIT COURT.

AT LAW.

TO ANY SHERIFF OF THE STATE OF ALABAMA:-

You are hereby commanded to summon O.W. Devore to appear at the Circuit Court to be held for said County, at the place of holding the same, within Thirty days from the service hereof, then and there to answer the Complaint of C.R. Baldwin.

WITNESS MY HAND, this the 18 day of March, 1920.

J. M. [Signature]  
Clerk.

C O M P L A I N T .

C.R. Baldwin, )  
Plaintiff. )

Vs.

( O.W. Devore,  
(  
( Defendant.

FIRST.

The Plaintiff claims of the Defendant the sum of Ten Thousand Dollars(\$10,000.00), as damages and avers that heretofore, to-wit: on the 1st day of April, 1919, the Defendant negligently set fire to and injured or destroyed fruit trees and property of the Plaintiff, as fully set out and shown by "Exhibit A" hereto attached and made a part hereof as though fully set out herein.

SECOND.

The Plaintiff claims of the Defendant the further sum of Ten Thousand Dollars(\$10,000.00) as damages for that heretofore, to-wit: on the 1st day of April, 1919, the Defendant, his agents, servants or employees negligently set fire to and injured or destroyed the property of the Plaintiff as set out and described in "Exhibit A" hereto attached and made a part hereof as though fully set out herein. And the Plaintiff avers that the agents, servants or employees of the Defendant who negligently set fire to the said property were then and there acting within

the line and scope of their employment, to the damage of the Plaintiff, as aforesaid, and hence this suit.

THIRD.

The Plaintiff claims of the Defendant the further sum of Ten Thousand Dollars(\$10,000.00), as damages, and avers that heretofore and on, to-wit: the 12<sup>th</sup> day of April, 1919, the Defendant negligently permitted or allowed a fire to be communicated to injure or destroy the property of the Plaintiff, set forth and described in "Exhibit A" hereto attached and made a part hereof as though fully set out herein, to the damage of the Plaintiff, as aforesaid, and hence this suit.

FOURTH.

The Plaintiff claims of the Defendant the further sum of Ten Thousand Dollars(\$10,000.00) and avers that heretofore, to-wit: On the 12<sup>th</sup> day of April, 1919, the Defendant wilfully and maliciously set fire to and injured or destroyed the property of the Plaintiff, which said property is set forth and described in "Exhibit A" hereto attached and made a part hereof as though fully set out herein, to the damage of the Plaintiff, as aforesaid, and hence this suit.

FIFTH.

The Plaintiff claims of the Defendant the further sum of Ten Thousand Dollars(\$10,000.00) and avers that heretofore, on, to-wit: the 12<sup>th</sup> day of April, 1919, the Defendant wilfully and maliciously set fire or caused to be set fire the property of the Plaintiff, which is set forth and described in "Exhibit A", hereto attached and made a part hereof as though fully set out herein, to the damage of the Plaintiff as aforesaid, hence this suit.

SIXTH.

The Plaintiff claims of the Defendant the further sum of Five Thousand Dollars(\$5,000.00), as damages, and avers that heretofore, to-wit: on February 26, 1920, the Defendant negligently set fire to and injured or destroyed fruit trees and property of the Plaintiff, as fully set out and shown by "Exhibit B" hereto attached and made a part hereof as though fully set out herein.

SEVENTH.

The Plaintiff claims of the Defendant the further sum of Five Thousand Dollars(\$5,000.00) as damages, for that heretofore, to-wit: on the 26th day of February, 1920, the Defendant, his agents, servants or employees negligently set fire to and injured or destroyed the property of the Plaintiff as set out and described in "Exhibit B" hereto attached and made a part hereof as though fully set out herein. And the Plaintiff avers that the agents, servants or employees of the Defendant who negligently set fire to the said property were then and there acting within the line and scope of their employment, to the damage of the Plaintiff, as aforesaid, and hence this suit.

EIGHTH.

The Plaintiff claims of the Defendant the further sum of Five Thousand Dollars(\$5,000.00), as damages, and avers that heretofore and on, to-wit: the 26th day of February, 1920, the Defendant negligently permitted or allowed a fire to be communicated to injure or destroy the property of the Plaintiff, set forth and described in "Exhibit B" hereto attached and made a part hereof as though fully set out herein, to the damage of the Plaintiff, as aforesaid, and hence this suit.

NINTH.

The Plaintiff claims of the Defendant the further sum of Five Thousand Dollars(\$5,000.00) and avers that heretofore, to-wit: On the 26th day of February, 1920, the Defendant wilfully and maliciously set fire to and injured or destroyed the property of the Plaintiff, which said property is set forth and described in "Exhibit B" hereto attached and made a part hereof as though fully set out herein, to the damage of the Plaintiff, as aforesaid, hence this suit.

TENTH.

The Plaintiff claims of the Defendant the further sum of Five Thousand Dollars(\$5,000.00) and avers that heretofore, on, to-wit: the 26th day of February, 1920, the Defendant wilfully and maliciously set fire or caused to be set fire the property of the Plaintiff, which is set forth and described in "Exhibit B", hereto attached and made a part hereof as though fully set out herein, to the damage of the Plaintiff as aforesaid, hence this suit.

PAGE & MOORER, Attorneys for Plaintiff.

The Plaintiff demands a trial by Jury.

---3--- PAGE & MOORER, Attorneys for Plaintiff

EXHIBIT A.

Satsuma Oranges- 45 Trees Dead

Satsuma Oranges- 293 Trees Killed.

110 Trees Injured.

Grape Fruit-20 Killed.

Grape Fruit-28 Trees Dead

Pecans-70 Killed.

89 Trees Killed

Figs-24 Killed. 25 Trees Injured.

Pecans- 21 Trees Dead. Grove, etc.

23 Trees Killed

116 Trees Injured.

Mulberries- 2 Injured.

Lue Ging Oranges-1 Dead.

14 Killed

31 Injured.

Persimmon-5 Dead.

11 Killed

53 Injured.

Kumquats-2 dead.

32 Killed.

13 Injured.

Peaches- 1 Dead.

5 Killed

30 Injured.

Pears- 3 Killed

41 Injured.

Figs-24 Killed

30 Injured.



Mr. R. Blount Blount  
P. H. Phipps, Esq.

2 cents paid 23/1920  
134 Learning Copy  
with P. H. Phipps

W. H. Blount  
Chas.

W. H. Blount  
M. 18-18-19  
March 18 1920

Original 15-19

C.R.BALDWIN,

PLAINTIFF.

VS.

O.W.DEVORE,

DEFENDANT.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW.

The Plaintiff, desiring the testimony of the Defendant, propounds to him the following Interrogatories, the Answers to which, if truthfully made, will be material evidence for the Plaintiff on the trial of this cause:

FIRST INTERROGATORY.

What is your name and age and where do you reside? Are you the Defendant in this cause? Did you rent any lands from the Plaintiff during the years 1918 or 1919? If you answer that you did, please describe the lands you rented from the Plaintiff the best you can. Did any of the lands you rented from the Plaintiff have planted thereon or growing thereon satsuma oranges, grape fruit, pecans, mulberries, Late Cing oranges, persimmons, kumquats, peaches, pears and fig trees? Please give to your best judgment the number of each of the trees named in the foregoing question which were planted and growing on the said lands you rented from the Plaintiff at the time you rented the said lands. Did you, or any person or persons working for you or in your employment, start any fire on the said premises or the premises adjoining the said premises during the period you had the same rented from the Plaintiff or at any time before or after the said time? Please state who started the said fire. When was the said fire started? Give us the Post Office address of the person or persons starting the said fire. Did a fire pass through the orchard of the Plaintiff on or about the 1st of April, 1919? Was the said orchard of the Plaintiff in your possession at the time the said fire passed through the said orchard? Where were you when the said fire passed through the said orchard? Is it not a fact that the orchard was covered with grass and that you set this grass on fire so the land would be more easily broken up or cultivated?

SECOND INTERROGATORY.

Did you or not start a fire on or near the orchard of the Plaintiff on or about February 26, 1920, which fire was communicated to the orchard of the

Plaintiff? Did a fire pass through the orchard of the Plaintiff on or about February 26, 1920? Who started this fire? Did you or not set out a fire in some stumps on or near the public road in close proximity to the orchard of the Plaintiff on or about February 26, 1920, and did or not this fire eventually reach the orchard of the Plaintiff and pass through the said orchard? Was the Plaintiff's orchard burned by a fire on or about February 26, 1920? Who started this fire?

STONE & STONE,

PAGE & MOORE,

Attorneys for Plaintiff.

STATE OF ALABAMA,

CONECUH COUNTY.

Before me, Daisy M. Burnett, a Notary Public in and for said County and State, personally appeared Edwin C. Page, who, being by me first duly and legally sworn, doth depose and say:

I am one of the Attorneys for the Plaintiff in the foregoing cause and am authorized to make this affidavit. The answers to the foregoing Interrogatories, if truthfully made, will be material evidence for the Plaintiff on the trial of the said cause.

Subscribed and sworn to before me, this the 9th day of February, 1921.

*Daisy M. Burnett*  
Notary Public.

C. R. Baldwin, )  
Plaintiff )  
vs. )  
O. W. Devore, )  
Defendant.)

In the Circuit Court of Baldwin County,  
Alabama.

At Law.

The answers of O. W. Devore to the questions propounded to him by the plaintiff in the above stated case.

To the first Inty. he says:

My name is O. W. Devore, I am forty-five years of age and reside at Belforest, in Baldwin County, Alabama; I am the defendant in this case. I rented the lands from the plaintiff during the year 1919. There were about 14 acres of farm land, <sup>and about</sup> ~~about~~ 12 acres of which had been planted in fruit trees, except about  $2\frac{1}{2}$  acres which was a pond or swamp. At the time I rented the lands there was growing about 140 Satsuma Orange trees, on most of which the sprouts from the Trifoliata, the stock on which the Orange was grafted, were also growing; about 120 Pecans; I saw no Grape Fruit; about 6 Mulberries; about 40 Persimmons; about 25 Kumquots; about 70 Peaches; about 35 Pears; about 20 Figs; I saw no Lua Ging Oranges, unless I mistook them for Satsumas or Kumquots.

I started a fire on or about April 1, 1919 in a part of the Orchard. Part of the Orchard had been mowed and part had been cultivated in corn. Before starting the fire we plowed a good furrow to the trees where there was grass, and I hoed the grass back from each tree before starting the fire. I started the fire at the Southern side as the wind was from the North, and I stayed right with the fire all the time it was burning to keep it under control. Some of the trees had a few leaves killed, but they all grew out again, and there was no material injury done to the Orchard by this fire.

To the best of my knowledge but one tree died during the time I had charge of the place, that was a Pecan tree, and it was on a poor yellow clay spot, where there had been but little grass.

I rented the place in March 1919 and gave it up in December 1919.

The only fire that was in the Orchard in 1919 was the one I ~~have~~ have described above which I started on or about April 1, 1919, and stayed with until it was entirely out. The purpose of starting this fire was to get rid of the grass, so that the land could be more



easily cultivated.

To the Second Inty. says:

I did not start a fire which was communicated to the orchard of the Plaintiff on or about February 26th. 1920. I do not know who started this fire. A fire did pass through the orchard of plaintiff on or about Febry. 26, 1920.

On or about February 25th. 1920, in the morning, I fired 6 stumps on my line, the nearest stump was more than a quarter of a mile from Mr Baldwin's corner, and more than 40 rods further to his orchard.

I fired these stumps in the morning and burnt all the grass from each of around these stumps for a distance of <sup>from 80</sup> 30 feet, and I worked there all day burning the stumps and tending the fire until night, and was there before sun up the next morning, and no fire had spread from the stump fires. I stayed with these stump fires until 12 o'clock noon, by that time two of the fires were entirely out, and there was no flames from either of the others, they were only smoking some from the roots under the ground.

A fire did pass through the orchard of Plaintiff on or about the 26th of February 1920; I first saw it about 4-30 o'clock in the evening of that day; when I first saw it, it was covered over some five or six acres and came up to where I had been working, but it did not come from the fires that I ~~started~~ started. I do not know who started this fire.

O. W. Devore

Subscribed and sworn to before me

this 11<sup>th</sup> day of April 1921.

S. S. Whit

Notary Public, Baldwin County, Ala)

C. R. Baldwin

vs.

O. W. Devore.

Answers of O. W. Devore to the  
Interrogatories propounded to him  
by the plaintiff.

Filed in office this 12 day of  
April 1921.

*D. W. Pickens*

Clerk.

*Has the Jury found for the  
defendant?*

*J. C. Kingdon*

*for plaintiff*

*D. W. Pickens*

*FILED*  
*APR 14 1921*  
*CLERK*

C. R. Baldwin  $\searrow$  Grant Court Baldwin County  
vs  $\swarrow$  Alabama  
Oppose  $\swarrow$

I appear for the defendant in above  
stated case and plead to each Count  
of the Complaint, the General Issue,  
with leave to file special pleas if the  
same are necessary or proper.

Wm. S. Anderson  
att'y for Deft.

