

STATE OF ALABAMA, *
* IN THE CIRCUIT COURT OF SAID COUNTY.
COUNTY OF BALDWIN. *
*

TO THE HONORABLE JOHN D. LEIGH, JUDGE:

Humbly complaining the Union Land & Timber Company, a corporation, as complainant, brings this bill of complaint against Charles M. Larkin, Jephtha W. Larkin, the Perdido Lumber Company, a partnership composed of Charles M. Larkin and Jephtha W. Larkin, T. L. Barrineau, Floyd Stafford, Gerald Stafford, Thomas Gilly and Wesley Gilly, as respondents and respectfully shows:

FIRST.

Complainant is a corporation and has its principal office in the City of Mobile, and State of Alabama; all of the said named respondents are over the age of twenty-one years and all of them reside in Baldwin County, Alabama, except the respondents Charles M. Larkin and Jephtha W. Larkin, who reside in the City of Pensacola, and State of Florida, but who are engaged in the business of operating a saw mill and are engaged in Baldwin County, Alabama, in the procuring of logs for their saw mill operations.

SECOND

Complainant is the sole owner of, and is now and for many years has been in possession of that certain land in Baldwin County, Alabama, described as follows: The southeast quarter of section twenty-four; the northeast quarter and the southeast quarter and the southwest quarter of section twenty-five; the southeast quarter of section thirty-five, and section thirty-six, west of the Perdido River, in Township ^{Five} ~~Four~~ south, range six east; also that part of section one west of the Perdido River, that part of section two west of the Perdido River, the east half of section ten west of Perdido River, that part of section eleven west of Perdido River, that part of section fourteen west of Perdido River, and the northeast quarter and northwest quarter and southwest quarter of section fifteen, township six south, range six east. All of said lands are adjoining and lying as one con-

tiguous and continuous strip along the west bank of the Perdido River in said County of Baldwin, and are swamp lands and are mainly valuable for the timber thereon.

THIRD

The respondents, without any right, title or interest in said lands, or the timber thereon, have for some time past and are now persistently and ~~continuously~~ ^{repeatedly} trespassing upon said lands, or certain parts thereof, by cutting and removing the timber thereon and they have, notwithstanding the protests of complainant, cut from said land many thousand feet of timber, some portions of which have been hauled away from said lands and some portions of which are still upon said land and in the river adjoining, and they threaten to continue such trespasses until they have gotten all of ~~said~~ ^{the} timber from said lands.

FOURTH

Complainant further shows that the actual cutting and removal of said timber is being done by the respondents other than the respondents Charles M. Larkin and Jephtha W. Larkin, but by agreement and collusion between all of the respondents by the terms of which the respondents who are doing the actual cutting of said timber and who are insolvent will cut and remove said timber and deliver same to the respondents Charles M. Larkin and Jephtha W. Larkin. And complainant further shows that any action at law would be wholly inadequate for the reason that the said lands are valuable mainly for their timber and defendants are proceeding to denude said lands of said timber as rapidly as they can and if complainant is postponed from its remedy until an action at law could be instituted and maintained the defendants would remove all of said timber from the lands before the case would be tried.

SIXTH

Complainant further shows unto your Honor that the respondents, pursuant to the agreement between them, and threatening to continue their said trespasses, and to denude the land of its timber, are

about to divest the land of its main value, and complainant shows that if the issuance of an injunction is delayed the respondents in the meantime will remove from the land ~~all~~ of complainant all or a large quantity of timber of complainant and the only manner in which this court can protect the rights of complainant lies in the issuance of an injunction without notice prohibiting and restraining each of the respondents from cutting, removing, receiving and disposing of, the timber cut from said lands, or aiding or abetting the cutting, removing, receiving and disposing of said timber until the case can be heard and finally determined.

PRAYER FOR PROCESS

To the end therefore that equity may be done in the premises complainant prays that the said respondents, Charles M. Larkin, Jephtha W. Larkin, the Perdido Lumber Company, a partnership composed of Charles M. Larkin and Jephtha W. Larkin, and T. L. Barrineau, Eloyd Stafford, Gerald Stafford, Thomas Gilly and Wesley Gilly, be made parties defendant to this bill of complaint; that due process of law be issued and directed to each of said defendants; and that they be required to answer the charges herein made against them in all things as required by the rules and practice of this court.

PRAYER FOR RELIEF

Complainant further prays that your Honor will grant to complainant an injunction pendente lite by which the said defendants ~~be may~~ each and all be enjoined and restrained from the further cutting, removing, receiving and disposition of, and from aiding or abetting in the cutting, removing, receiving and disposing of, any timber cut from said lands; that your Honor will appoint a receiver to take charge of said logs and timber as defendants may already have cut from said lands, but which may still be on the lands or in the adjoining river, and undisposed of, and that said logs and timber be held or disposed of under further orders of this court; and that your Honor will grant to

complainant an accounting and will order a reference to ascertain the value of the logs cut from said lands by respondents, and upon a final hearing of said cause will enter a money decree against respondents for the amount so ascertained to be due ^{by} them and will grant to complainants such other, further and different relief as in equity it may be entitled to in the premises.

Brown & Mcnelly

Solicitors for Complainant.

FOOT NOTE:

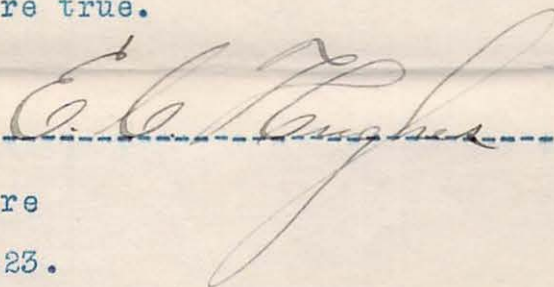
The respondents, Charles M. Larkin, Jephtha W. Larkin, the Perdido Lumber Company a partnership composed of Charles M. Larkin and Jephtha W. Larkin, and T. L. Barrineau, Floyd Stafford, Gerald Stafford, Thomas Gilly and Wesley Gilly, are required to answer each and every allegation of the foregoing bill of complaint, but oath thereto is hereby expressly waived.

Brown & Mcnelly


Solicitors for Complainant.

STATE OF ALABAMA, *
 *
MOBILE COUNTY. *
 *

Before me, Grace A. Smith, a Notary Public in and for said County in said State, personally appeared E. C. Hughes, who is known to me, and who being duly sworn, says that he is President of the Union Land and Timber Company, a corporation, the complainant is the foregoing cause, and has charge of its office and affairs, in the City of Mobile, Alabama; that he personally knows the said complainant is the owner of the lands described in the bill of complaint and that the respondents, and none of them, have any right, title or interest in the same. Affiant further says that he is informed and believes, and upon such information and belief states, that all of the allegations of the foregoing bill of complaint are true.



Sworn to and subscribed before
me this 19th day of November, 1923.



Notary Public, Mobile County, Ala.

To the Register of the ~~recery~~ of the
Circuit Court of Baldwin County, Alabama.

Complainant having presented its bill of complaint and moving that a temporary injunction be granted, having read and considered the Bill of Complaint I am of the opinion that the injunction as prayed for should be issued.

You are therefore ordered and directed to issue an injunction upon complainant giving bond and surety in the sum of *one thousand* dollars, payable to the defendants enjoined, and approved by you, and conditioned to pay all damages and costs which any person may sustain by the suing out of such injunction, if the same is dissolved.

WITNESS my hand this *19th* day of November, 1923.

John D. Leigh

Judge of the First Judicial Circuit
of Alabama.

UNION LAND & TIMBER CO. *
v. *
CHARLES M. LARKIN, ET AL. *

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

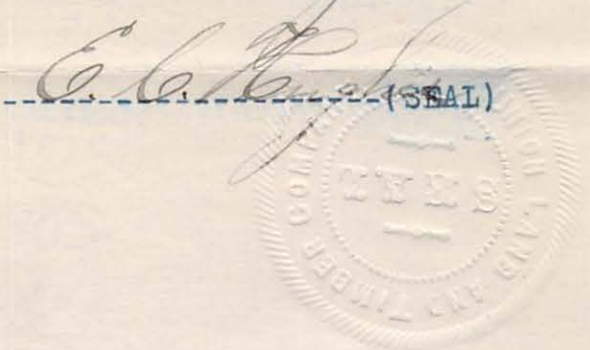
KNOW ALL MEN BY THESE PRESENTS that the Union Land & Timber Company, a corporation, as principal, and E. C. Hughes, as surety, are held and firmly bound unto Charles M. Larkin, Jephtha W. Larkin, the Perdido Lumber Company, a partnership composed of Charles M. Larkin and Jephtha W. Larkin, T. L. Barrineau, Floyd Stafford, Jerald Stafford, Thomas Gilly and Wesley Gilley, their heirs, executors and administrators in the penal sum of one thousand dollars for the payment of which, well and truly to be made, we bind ourselves jointly and severally firmly by these presents.

WITNESS our hands and seals this 19th day of November, 1923.

The condition of this obligation is that whereas in the above entitled cause the complainant has prayed a writ of injunction against the said obligees above named and said injunction has been ordered issued by the Judge of this court upon the execution and filing of this bond; now if said Union Land & Timber Company shall pay all damages and costs which any person may sustain by the suing out of such injunction, if the same is dissolved, then this obligation shall be void, otherwise to remain in full force and effect.

UNION LAND & TIMBER COMPANY,
By E. C. Hughes
President.

Attest:
Stewart Poole
Grace A. Smith



Accepted and approved
Nov 20th 1923
J. W. Hillman
Register

J. W. Williams

ALBERT THOMAS, Register of the Circuit Court of
Baldwin County, Alabama, this day of November, 1904.

And that under penalty, he shall the further orders of this court, and this day will in no

part of the parties given in said County of Baldwin, and also being
and lying on one contiguous and continuous strip along the west
end of the north, range six north, range six east, all of said lands are adjoining
northwest quarter and southeast quarter of section thirty-one, town
thirteen north of range six east, range six east, that part of section
part of section eleven west of range six north, that part of section
west of section ten west of range six north, that part of section
the section eleven, that part of section ten west of the section
the north, range six north, range six east, also that part of section one west of
and section thirty-six, west of the section eleven, in Township
section twenty-five; the northeast quarter of section thirty-five,
quarter and the southeast quarter and the southeast quarter of
the northeast quarter of section twenty-four; the northeast

in the County of Baldwin, State of Alabama, described as follows:
residing and disposing of, any timber and from these certain lands
disposing of, and from aiding or abetting in the cutting, removing,
such of you, from the further cutting, removing, conveying and
these, therefore, are to demand and strictly enforce you, and

and has been given and approved as required by said order.
of said court according to the prayer of said bill; and whereas
and conditioned according to law, a writ of injunction issued out
payable to defendants and approved by the Register of this court,
entering into bond with sureties in the sum of one thousand dollars,
and then out of possession, took, he did order that upon compliance
with, Judge of the Circuit Court of Baldwin County, Alabama, on
AND WHEREAS, on said bill of complaint, the respondents, John B.
being exhibited as

and from certain lands therein particularly described;
in the cutting, removing, conveying and disposing of, any timber
removing, conveying and disposing of, and from aiding or abetting
of you may be each enjoined and restrained from the further cutting,
and every bill, praying more or less things that you, and each
and E. T. Harrison, Lloyd Hester, Gerald Hester, Thomas Gilly
a partnership composed of Charles N. Larkin and Joseph
Charles N. Larkin, Joseph N. Larkin, the Larkins Lumber Company
this day filed the bill of complaint in said Circuit Court against
WHEREAS the Union Lumber Company, a corporation, has

those Gilly and Hester Gilly - Greeting;
E. Larkin, and E. T. Harrison, Lloyd Hester, Gerald Hester,
Company a partnership composed of Charles N. Larkin and Joseph
to Charles N. Larkin, Joseph N. Larkin, the Larkins Lumber

26 7 4

on the day of ...
and the return thereof has been executed the same date to us at
in command you, that, without delay, you execute this writ.

TO ALL WHOM THESE PRESENTS SHALL COME - GREETING:

THE STATE OF ALABAMA,
BALDWIN COUNTY,
IN THE CIRCUIT COURT OF SAID COUNTY.

proffert James

THE STATE OF ALABAMA, * IN THE CIRCUIT COURT OF SAID COUNTY.
BALDWIN COUNTY. *
*
*

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

WE COMMAND YOU, That, without delay, you execute this writ, and due return thereof how you executed the same make to us at a TERM OF our said Circuit Court, to be held at Bay Minette, Alabama, on the 26 day of May, 1923.

TO Charles M. Larkin, Jephtha W. Larkin, the Perdido Lumber Company a partnership composed of Charles M. Larkin and Jephtha W. Larkin, and T. L. Barrineau, Floyd Stafford, Gerald Stafford, Thomas Gilly and Wesley Gilly - Greetings:

WHEREAS the Union Land & Timber Company, a corporation, has this day filed its bill of complaint in said Circuit Court against Charles M. Larkin, Jephtha W. Larkin, the Perdido Lumber Company a partnership composed of Charles M. Larkin and Jephtha W. Larkin, and T. L. Barrineau, Floyd Stafford, Gerald Stafford, Thomas Gilly and Wesley Gilly, praying among other things that you, and each of you may be each enjoined and restrained from the further cutting, removing, receiving and disposing of, and from aiding, abetting in the cutting, removing, receiving and disposing of, any timber cut from certain lands therein particularly described;

AND WHEREAS, on said Bill of Complaint, ^{being exhibited to} the Honorable John D. Leigh, Judge of the Circuit Court of Baldwin County, Alabama, on the 19th day of November, 1923, he did order that upon complainant entering into bond with sureties in the sum of One Thousand Dollars, payable to defendants and approved by the Register of this Court, and conditioned according to law, a Writ of Injunction issued out of said Court according to the prayer of said bill; And Whereas Bond has been given and approved as required by said order,

These, therefore, are to Command and Strictly Enjoin you, and each of you, from the further cutting, removing, receiving and disposing of, and from aiding or abetting in the cutting, removing, receiving and disposing of, any timber cut from those certain lands in the County of Baldwin, State of Alabama, described as follows:

The southeast quarter of section twenty-four; the northeast quarter and the southeast quarter and the southwest quarter of section twenty-five; the southeast quarter of section thirty-five, and section thirty-six, west of the Perdido River, in Township five south, range six east; also that part of section one west of the Perdido River, that part of section two west of the Perdido River, the east half of section ten west of Perdido River, that part of section eleven west of Perdido River, that part of section fourteen west of Perdido River, and the northeast quarter and northwest quarter and southwest quarter of section fifteen, township six south, range six east. All of said lands are adjoining and lying as one contiguous and continuous strip along the west bank of the Perdido River in said County of Baldwin, and are swamp lands;

until the further orders of this Court. And this you will in no wise omit under penalty, &c.

WITNESS Thomas W. Richerson, Register of the Circuit Court of Baldwin County, Alabama, and the seal of said Court, affixed at office in Bay Minette, Alabama, this 20 day of November, 1923.



Thomas W. Richerson

Register.