

LAW OFFICES OF
COLEY & COLEY

405-412 FIRST FEDERAL SAVINGS BUILDING

100 ST. JOSEPH STREET

MOBILE, ALABAMA

D. R. COLEY, JR.
DAVID R. COLEY, III
CHRIS C. DE LANEY
RALPH KENNAMER

February 1st, 1963

5157

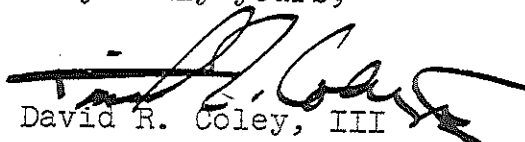
Mrs. Alice J. Duck
Clerk of the Circuit Court
Baldwin County Court House
Bay Minette, Alabama

Dear Mrs. Duck:

Re: D. R. Coley, Jr., et al vs.
W. N. Stuckey Lumber Co.

Please find enclosed Interrogatories to be
propounded to the Defendant which I would appreciate
it if you would cause to be filed in the above
referenced proceeding.

Very truly yours,


David R. Coley, III

CIH: jah

Enclosure

D. R. COLEY, JR., CHRIS C.
DE LANEY and DAVID R. COLEY, III,
Plaintiffs,

VS.

W. N. STUCKEY LUMBER
COMPANY, INC.,

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW

NO. 5157.

Come now the Plaintiffs and propound the following
interrogatories to the Defendant:

1: Does the instrument which is attached hereto
and marked Exhibit A, truly and accurately represent the contract
entered into by and between the Plaintiffs and Defendant herein,
on, to-wit, the 25th day of March, 1959?

2: Pursuant to the terms of the said contract, a
copy of which is attached hereto and marked Exhibit A, did the
Defendant or its agents enter onto the lands belonging to the
Plaintiffs and cut and remove therefrom certain pine saw log
timber?

3: If the answer to the foregoing interrogatory is
in the affirmative, please state the total amount of pine saw
log timber was so removed from the lands of the Plaintiffs, and
indicate on what dates such timber was removed and the amount
removed on each of said dates.

4: Pursuant to the terms of the said contract here-
inabove referred to, did the Defendant undertake to pay to the
Plaintiffs the sum of \$50.00 per thousand board feet, Doyle Scale
Stumpage, for such timber as was removed by it from the lands of
the Plaintiffs?

5: If the answer to the foregoing interrogatory is
in the affirmative, please indicate the total amount of said
payments, showing the means by which the said total is derived,
indicating the date and amount of each payment comprising said
total, and the date and amount of each check by which each payment
was made.

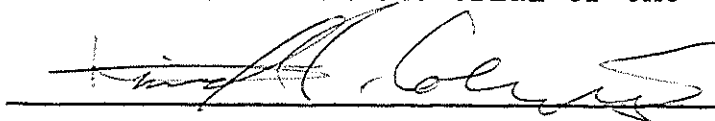
6: Does the Defendant consider the allegations of the
Complaint heretofore filed herein to be untrue?

7: If the answer to the foregoing interrogatory is in the affirmative, please indicate in what respect the allegations of the Complaint are not true.


DAVID R. COLEY, III
ATTORNEY FOR THE PLAINTIFFS.

STATE OF ALABAMA)
COUNTY OF MOBILE)

Before me, the undersigned authority, personally appeared this day, David R. Coley, III, who being by me first duly sworn, deposes and says that he is the Attorney for the Plaintiffs in the above entitled cause; that the answers to the foregoing interrogatories if well and truly made will be material evidence for the Plaintiffs on the trial of the cause.



Subscribed and sworn to before me

on this the 31 day of January, 1963.


NOTARY PUBLIC, MOBILE COUNTY, ALABAMA.

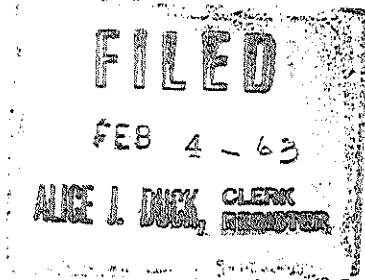


Exhibit A

THIS AGREEMENT entered into by and between
D. R. COLEY, JR., CHAS. C. DE LAUNE and DAVID R. COLEY, III,
of the City of Mobile, Alabama, Parties of the First Part,
and F. H. STUCKER TIMBER COMPANY, INC., of Bay Minette, Alabama,
Party of the Second Part, WITNESSETH: That

The Party of the Second Part has agreed to
purchase from the Parties of the First Part, and the Parties
of the First Part have agreed to sell to the Party of the Second
Part from time to time and in the manner hereinafter provided,
the plus saw log timber presently or which may hereafter during the
life of this contract be marked with yellow paint or otherwise
designated for cutting by the Container Corporation of
America Foresters (exclusive of timber suitable for poles
and piling and which is being sold as such), located on the
lands owned by the Parties of the First Part, formerly known
as the A. R. and A. L. Coley properties located in Sections 23,
24, 25 and 26, Township 4 North, Range 6 East, Section 22,
23 and 24, Township 4 North, Range 7 East, Sections 2 and 24,
Township 3 North, Range 6 East, Sections 1, 2, 3, 7, 11, 12, and 14,
Township 3 North, Range 7 East, and being located in Escambia,
Coushatta and Monroe Counties, Alabama.

The Party of the Second Part agrees to pay
to the Parties of the First Part for said timber at the rate
of \$50.00 per thousand board feet Doyle scale stumpage price;
timber to be cut and hauled in tree lengths to be cut into
reasonable log lengths at mill and scaled as such; logs to
be scaled at the mill end -- one log inside bark, next to;
outside bark. On double end rough estimate one log to be
cut ten feet with half scale -- smooth cutters full scale;
trees to be cut in good forestry practice, not more than six
inch stumps where practicable.

#2.

Party of the Second Part shall have reasonable rights of ingress and egress to and from said lands necessary for the purpose of cutting and removing the timber therefrom.

Party of the Second Part covenants and agrees to conduct the logging operations hereunder in accordance with good and approved forestry practices, to use reasonable diligence to prevent injury or damage to the land or any timber not covered hereby, and to prevent or put out fires on the lands.

It is understood that other timber operations are currently being conducted on said lands, and that the Party of the Second Part will cooperate or coordinate its logging operations with them.

It is contemplated that the Party of the Second Part will move approximately fifty thousand feet of timber per week, but that in any event all logging will be completed within eighteen months.

Parties of the First Part, for themselves, their heirs and assigns, covenant with the Party of the Second Part, its successors and assigns, that they are lawfully seized in fee simple of the timber covered by this contract; that the same is free of all encumbrances; that they have a good and sufficient right to sell and convey the same.

Party of the Second Part agrees to keep an accurate record of all timber cut and removed from the lands of the Parties of the First Part, agrees to keep scale tickets and all other applicable records during the entire life of this contract, and agrees to submit to the Parties of the First Part weekly a record of all logs cut and scaled to Wednesday night of each week, and to remit each week to the Parties of the First Part for logs so cut. It is expressly understood that the Parties of the First Part shall have the right to inspect the operations and records of the Party of the Second Part pertaining to the logging operations on said lands at any reasonable time.

The Party of the Second Part has deposited with the Parties of the First Part the sum of \$4,000.00 cash, as evidence of good faith, and surety for the faithful performance by it of the covenants under this agreement, said \$4,000.00 to be held by the Parties of the First Part; and, all terms and conditions of this contract having been performed by the Party of the Second Part, the Parties of the First Part will refund the sum of \$4,000.00 to the Party of the Second Part at the termination of this contract.

It is expressly understood that all cutting and logging operations hereunder will be conducted under the general supervision of the foresters of the Container Corporation of America.

In witness whereof the Parties of the First Part have hereunto set their hands and seals on this the

day of , 1959, and the said W. H.

Stuckey, President of the said W. H. Stuckey Lumber Co., Inc., has on this the day of March, 1959, caused these presents to be executed by

Alex T. Stuckey, its First Vice-President, he being thereunto duly authorized.

(SEAL)

(SEAL)

(SEAL)

W. H. STUCKEY LUMBER CO., INC.

By
its First Vice-President

STATE OF ALABAMA,
COUNTY OF MOBILE.

I, _____, a Notary Public in and for said State and County, hereby certify that D. R. Coley, Jr., Chris C. De Lahey and David R. Coley, III, 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 contract, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the day of March, 1959.

NOTARY PUBLIC, MOBILE COUNTY, ALABAMA.

STATE OF ALABAMA,

COUNTY OF JEFFERSON.

I, W. H. Stuckey, a Notary Public in and for said State and County, hereby certify that Alex. A. Stuckey, whose name as First Vice-President of W. H. Stuckey Lumber Co., Inc., a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on this day the same being said.

Given under my hand and official seal on this the 25th day of March, 1939.

NOTARY PUBLIC, JEFFERSON COUNTY, ALABAMA.

72, 5157

D. R. Coley, Jr.
et al's

vs.

W. N. Stuckey Lumber Co.
Inc

I hereby
accept service
of the within
interrogatories on
the defendant
W. N. Stuckey
Lumber Co. Inc.

2/4/63

Wilson Hayes
Att'y for Defendant

to be served on:

Hon. Wilson Hayes

D. R. COLEY, JR., CHRIS C.
DE LANEY and DAVID R.
COLEY, III,

Plaintiffs,

VS

W. N. STUCKEY LUMBER
COMPANY, INC.,

Defendant

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

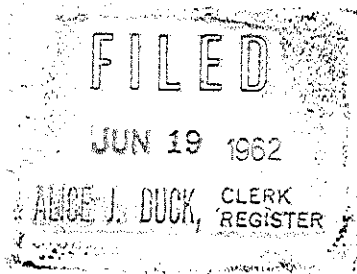
NO. 5157

.....

Comes now the Defendant in the above styled cause
and for answer sayth:

I

That the matters alleged therein are untrue.



Wilson Hayes
Wilson Hayes, Attorney for
Defendant

Defendant demands trial
by jury

Wilson Hayes

NUMBER: 5157

D. R. COLEY, JR., CHRIS
C. DE LANEY and DAVID R.
COLEY, III,

Plaintiffs,

VS

W. N. STUCKEY LUMBER
COMPANY, INC.,

Defendant

IN THE CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

AT LAW

D. R. COLEY, JR., CHRIS C.
DE LANEY and DAVID R. COLEY,
III,

Plaintiffs,

VS.

W. N. STUCKEY LUMBER COMPANY,
INC.,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 5157

COUNT ONE

Plaintiffs claim of the Defendant the sum of
TWO THOUSAND FOUR HUNDRED TWENTY-FOUR and 73/100 (\$2,424.73)
DOLLARS due from it by account from, to-wit, the 30th day of
December, 1959, which sum of money with the interest thereon
is still unpaid.

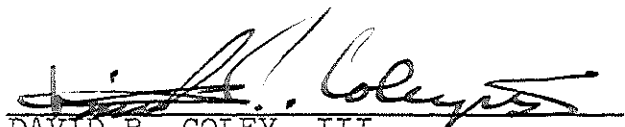
COUNT TWO

Plaintiffs claim of the Defendant the sum of
\$2,424.73 due from it by account stated between the Plaintiffs
and the Defendant from, to-wit, the 30th day of December, 1959,
which sum of money with the interest thereon is still unpaid.

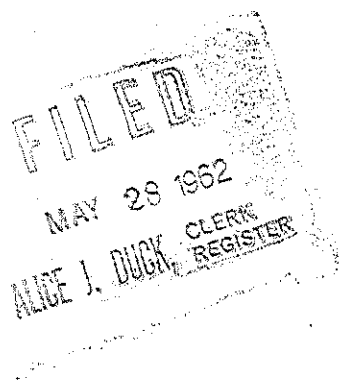
COUNT THREE

Plaintiffs claim of the Defendant the sum of
\$2,424.73 due under the terms of a written contract entered into
by and between the Plaintiffs and Defendant, heretofore on, to-wit,
the 25th day of March, 1959. Plaintiffs aver that under the terms
of the said written contract the Defendant agreed to purchase and
the Plaintiffs agreed to sell certain pine saw log timber standing
and being at that time upon certain lands belonging to the Plain-
tiffs, which were described in the said written agreement; that
the Defendant agreed to pay to the Plaintiffs the sum of \$50.00
per thousand board feet Doyle scale stumpage price for such timber
as might be removed from the lands belonging to the Plaintiffs
pursuant to the terms of the said written agreement. Plaintiffs
further aver that pursuant to the terms of said written agreement
the Defendant entered into and upon the lands of the Plaintiffs
and did remove therefrom certain substantial numbers of pine logs,

to-wit, \$2,424.73 worth, computed at the rate of \$50.00 per thousand board feet Doyle scale, for which payment has never been made to the Plaintiffs; all to the damage of the Plaintiffs in the amount aforesaid, hence this suit.



DAVID R. COLEY, III
ATTORNEY FOR THE PLAINTIFFS.
405 First Federal Savings Building
Mobile, Alabama.



SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. _____

TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon W. N. Stuckey Lumber Company, Inc

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

W. N. Stuckey Lumber Company, Inc., Defendant

by D. R. Coley, Jr., Chris DeLaney, and David R Coley, lll

Plaintiff

Witness my hand this 28 day of May 1962

Clerk

E. J. 5-29-62

No. 5157

Page

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

D. R. COLEY, Jr., CHRIS DeLANEY

and DAVID R. COLEY, III

vs.

Plaintiffs

W. N. STUCKER LUMBER COMPANY, Inc

Defendants

SUMMONS and COMPLAINT

Filed 5-28-62, 19

Alice J. Duck, Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

5-28, 1962

Sheriff

I have executed this summons

this

May 29, 1962

by leaving a copy with

W. N. Stucker
Lumber Company
by service on
with Stucker

Sheriff's Office
Ten Cents per mile Total \$ 6.00 miles at
BY TAYLOR WILKINS, Sheriff
DEPUTY SHERIFF

Key by Wilkins Sheriff
D. A. Albert Deputy Sheriff
3 miles north of B.M.