Original Bill.

To the Hon. Adam C Felder, Chancellor of the Southern Chancery Division of the State of Alabama Sitting in Montgomery. Humbly complaining showeth unto your Honor, your orators William R. Preston, Andrew J. Preston, Malcolm S. Marie, Jamerier Gedie. and Thomas Derby citizens of the State of New York, and merchants and partners doing business under the firm name and style of W. R. Preston & Co.; and who sue as well for themselves as for all other creditors of Presely W. Donaldson who may be entitled to sinprove their claims and share with the proceeds of the property hereinafter mentioned.

1st That one Presely W. Donaldson who is a citizen of the State of Alabama residing in the City of Montgomery is indebted to orators, under said partnership name to the amount of about six Thousand

dollars, evidenced by two judgments one rendered on the 22nd day of February 1872 in the City Court of Montgomery, for the sum of Three thousand Two hundred & fifty 65/100 dollar debt, besides seventeen dollars costs of suit, the other rendered on the 14, day of December 1871 in the Circuit Court for the County of Montgomery for the sum of thirty two hundred and twelve 75/100 Dollars debt, and nine 25/100 dollars costs of suit. that executions upon said judgments have been returned no property found, and orators know of no property out of which said debts can be satisfied, and paid except as hereinafter stated, and aver that the firm of Silver Browder & Co. against whom said judgments were rendered, and of which firm said Presly W. Donaldson is a member have no offsetts, and that executions on said judgments are now in the hands of the Sheriff of Montgomery County, and that there are other judgment creditors of the said Donaldson with execution on their judgments in the hands of the Sheriff of Montgomery County, entitled to share with orators in the property hereinafter mentioned the statements of this paragraph except as to said indebtedness are made on information and belief.

2. That the said Presly W. Donaldson is insolvent but he has a large amount of property in his possession and name, which said property is mentioned and described in Exhibit A to this bill of complaint to some being a printed copy of the advertisement of a mortgage sale of said property by certain persons claiming to hold liens and mortgages thereon and which is hereby referred to. Orators state that the value of said property mentioned in said Exhibit A is sold in a way so as to convey a clear title after the adjustment of the liens, and rights of the several persons, claiming liens thereon sufficient to pay off, and discharge the mortgage debts thereon, prior to orators claims, and to leave a large amount of money to be applied to the payment of the unsecured judgment creditors of the said Donaldson, but orators aver that there so many mortgages upon said property, and the nature of their claims and extent of their debts are so uncertain that the ascertainment and and that the ascertainment and adjustment of all the said liens is necessary to be had in your Honor's Court in order to make said property bring a fair price, and to insure a surplus that may be applied to the other debts, orators included, of said Donaldson that the persons to have mortgages upon said property are Charles J. Barker who resides at Oakgrove

in the State of Kentucky, and Alexander M. Clayton, who resides at Holly Springs in the State of Mississippi, and George P. Holmes who resides at Montgomery, Alabama, and orators aver that one Samuel D. Hubbard Jr. who resides at Montgomery, Ala, also claims some interest in some part of said property but orators aver that his interest is subordinate to the right of the creditors of the said Donaldson and the statements of this paragraph are made on information and belief.

3. That the said mortgagees Barker, Clayton and Holmes, have for a long time, (for five years last past) since their respective mortgages became due permitted and allowed the said P. W. Donaldson to remain in the possession of the said property, and to enjoy the use and rents and profits arising therefrom which have amounted in value, as orators state upon information & belief, to the sum of five thousand dollars per annum since the mortgages of the said parties became due, and orators insist that the said mortgages should be charged with the reasonable value of the said rents, since their respective mortgages became due and payable, And the statements of this paragraph are made upon information and belief.

4. That the said mortgagees have advertised a sale of said property under their said mortgages as is shown by said Exhibit A to take place on the 11th day of May A. D. 1874, and orators state that for the reasons above mentioned said property if sold as contemplated by said advertisement will not command a fair price, and orators rights, and those of other judgment creditors of the said Donaldson to have the surplus, value of said property, after satisfying the prior liens thereon applied to the payment of their debts will be defeated, and the statements of this paragraph are made upon information and belief. The premises considered orators pray the the said Pressly W. Donaldson and George B. Holmes and Samuel D. Hubbard, Jr. who reside at Montgomery, Alabama, and the said Alexander M. Clayton who resides at Holly Springs in the State of Mississippi, and Chiles T. Barker who resides at Oakgrove in the state of Kentucky may be made parties defendant thereto, as prescribed by law, that the rights and priorities of the said parties holding mortgages to be paid out of said property and the amounts of their several debts may be as-

entered and adjusted in this Court, and that the said property may be sold under the decree of this Court, for the payment of such liens thereon as may be superior to orators, and that any surplus of the proceeds thereof after paying such superior liens may be applied to the payment of orators said debts and of such other creditors of said Donaldson as may be entitled to share therein according to their several priorities, and who may come in under the decree to be pronounced in this cause and prove their claim and contribute their proportion of the costs of conducting this cause. And orators pray that a writ of injunction may be issued restraining the said Barker, Clayton & Holmes from selling the said property under their said mortgages until the further order of this Court, and that a receiver may be appointed by this Court to take charge of said property and to hold the same, and the rents thereof to await such decree as may be rendered in this cause, and orators pray for all such other and further relief in the premises as the nature of their case may entitle them to and as shall seem meet to your Honor.

Elmore & Gunter

Solicitors for Complainants

note:

All the defendants are required to answer severally all the allegations of every paragraph of this bill, but oath to their answers is waived.

Elmore & Gunter

Solicitors for Complainants.

"Exhibit A".

Mortgage sale.

By virtue of the powers of sale in several mortgages executed by P. W. Donaldson viz: to George B. Holmes on the 1st August 1868; to A. M. Clayton, C. T. Barker on 3rd August 1868 and to R. J. Young administrator &c; 29th October 1868, all which mortgages are duly recorded and are now held by the undersigned, we will sell at the Artesian Basin in the City of Montgomery on Monday the 11th day of May 1874 the following real estate, to-wit: Lots 1, 2, 3, 4 and 5 in Square 4 (four) in that part of the city formerly known as East Alabama, but one third interest in these lots, which was conveyed to S. D. Hubbard Jr. will be reserved from sale until it is ascertained whether the other mortgaged property, and the remaining two thirds pay the mortgage debts to which the whole is liable; and if they do not, said one third will

be immediately sold. Also Lots 6 & 7 in Square Eighteen (18) in the City of Montgomery, fronting on or near the public wharf; Also Square No. 1 being an irregular Square between Whiteside residence in the City of Montgomery, and the Alabama River. Also lots No. 3, 4, and 5 fronting on Commerce Street, and No. 6, 7 and 8 fronting on Washington Street in Square 3, and lots 2 and 9 in said Square 3, except 40 feet off of the northern part of said lots 2 and 9. Also lots No. 3 in Square 2, fronting on Washington Street, and No. 8 in Square 2, fronting on Hamilton Street and Lots 2 & 9 in said Square 2, except 40 feet of off the northern part of said lots 2 & 9. Also the N.E 1/4 of Sec. 7 T. 15, R. 18 in said County of Montgomery, Alabama. Also an undivided 1/6 interest in the following lands lying in the Counties of Jefferson and Shelby in said State; S.E 1/4 of S.W 1/4, S.E 1/4 of N.E 1/4 S. 32, T 17 R. 2 west 237 63/100 acres; W 1/2 of S.E 1/4 of S.E 1/4 of S.E 1/4 Sec. 20 T. 20, R. 3 west 120 1/2-100 acres; N.W 1/4 of N.W 1/4 N.E 1/4 of S.W 1/4 S.E 1/4 of N.E 1/4 Sec 30, T. 20, R. 3. West 279. 5. 1/2 100 acres. Sec. 28. T. 19, R. 3 west-641-60/100 acres. N.W 1/4 of N.W 1/4 E 1/2 of N.W 1/4 N.E 1/4 of S.W 1/4 W 1/2 of S.E 1/4 and N.E 1/4 of S.E 1/4 Sec. 32, T. 20. R. 3 west. 285-7-1/2-100 acres W 1/2 of N.E 1/4 and N 1/2 of S.E 1/4 Sec. 6. T. 21, R. 3 west, 558-11/100 acres. S.W 1/4. N.E 1/4 S.E 1/4 of N.W 1/4. N. 1/2 S.E 1/4 Sec. 12. T. 18, R. 3 west 440 acres. S. 1/2 S.W 1/4 of N.W 1/4 and S.E 1/4 of N.E 1/4 Sec. 36. T. 20, R. 4 west 395-45/100 acres and N.E 1/4 of N.E 1/4 Sec. 8, T. 20, R. 3 west 40-10-1/2-100 acres. Also 449 shares of Railroad stock in South and North Alabama Railroad Company and 100 shares of stock in Red Mountain Iron and Coal Company; these lands are very valuable, because of the immense beds of iron ore upon them, and the are amongst the most desirable in the City of Montgomery lying near the wharf and the railroad depot. Terms of sale cash but an arrangement will be made if desired by, which purchasers may obtain time on a part of the purchase money on giving satisfactory security. If necessary, the sale will be continued from day to day until all the property is sold.

Chiles T. Barker.
Alex M. Clayton.
George B. Holmes.

D. S. Troy. Atty for Clayton & Barker.
Semple & Cocke. Attys for George B. Holmes.

State of New York, } S.S.
City & County of New York. } William R. Preston being duly sworn says, That he has read the foregoing petition, and knows the contents thereof, and that the same is true of his own knowledge, except as to the matters therein stated upon information and belief, and that as to those matters he believes it to be true That deponent is a member of the firm of William R. Preston & Co. and one of the petitioners therein mentioned

Subscribed and sworn to before me this 27th day of April A.D. 1874. In Witness whereof I have hereunto set my hand and affixed my office seal. } William R. Preston.

Charles Nettleton (Seal)
Commissioner for Alabama in New York.

Filed in Office May 4th 1874. J.W. Hughes, Register.

The State of Alabama,
Montgomery County. } Know all men by these presents, That we W.R. Preston, & Company, Eugene Beebe, Ferri Henshaw and William A. Gunter are held and firmly bound unto the register in Chancery for the second District of the Southern Chancery Division of said State, composed of the County of Montgomery, in the sum of One thousand dollars, for the payments of which we bind ourselves, and our representatives. The condition of the above obligation is such, That whereas the said W.R. Preston & Company have filed their bill of complaint in the said Chancery Court, and have obtained thereon, an order for the issuance of an injunction, from the Honorable Adam C. Felder Chancellor of the Southern Chancery Division of Alabama to enjoin Chiles T. Barker Alexander W. Clayton, and George B. Bolmer from selling certain certain property in said bill mentioned and particularly described until the further order of the said Chancery Court. Now if the said W.R. Preston & Company and their said sureties, or either of them shall pay all damages which any person may sustain by the suing out of such injunction, then this obligation to be made, otherwise to remain in full force. witness our hands and seals this 8th day of May 1874.

W.R. Preston & Co (L.S)
Per Eugene Beebe.
W.A. Gunter (L.S)
Eugene Beebe (L.S.)
Ferri Henshaw

Approved May 8th, 1874.
J.W. Hughes, Register

The State of Alabama,
Montgomery County. } To George B. Holmes, Alexander W. Clayton and Chiles T. Barker; whereas one W. R. Preston & Company has exhibited this bill of Complaint in the Chancery Court for the Second District of the Southern Chancery Division of said State, composed of the County of Montgomery, and has obtained from the Honorable Adam C. Felder Chancellor an order for the issuance of an injunction to enjoin you as hereinafter mentioned. And whereas, the said W. R. Preston & Co has in accordance with said order, entered into bond, with security in the sum of one thousand dollars ($1000) payable to and approved by the Register of said Chancery Court and conditioned according to law. Now, therefore, you the said George B. Holmes, Alexander W Clayton and Chiles T. Barker are hereby enjoined from proceeding to sell certain property conveyed to you by deeds of mortgage made by P. W. Donaldson dated on the 1st August 1868, on the 3rd August 1868, and on the 29th October 1868, all of which will more fully appear by reference to the pleadings in this cause, and this injunction you are required to obey under the penalties of the law, until the further order of this Court. Witness my hand this 8th day of May, 1874.

John W. Hughes
Register.

To the Sheriff of Montgomery County Greeting: You are hereby commanded to execute this writ, and return the same with your endorsement thereon, to this Court, with all convenient speed. Witness my hand this 8th day of May, 1874

John W. Hughes, Register.

W. R. Preston & Company.
vs.
P. W. Donaldson et als. } In Chancery at Montgomery.

By consent of respondents and without prejudice to the injunction granted in this case complainants amends their bill of complaint by adding thereto the following paragraphs. That a firm composed of Eugene Beebe and Ferrie Henshaw and doing business in the name of E. Beebe & Company hold a mortgage on a portion of the property mentioned in Exhibit A. That Thomas Christian, and James H. & Wm W. Buttler all of whom reside in the State of Mississippi are judgment creditors of the said Donaldson and entitled to share in the surplus

after satisfying the prior mortgage liens on said property, but their rights are subordinate to orators liens. That some portion or all of said property mentioned in Exhibit A has either been sold for taxes, or is now liable in a short time to be sold, and that it is necessary that the Receiver be appointed by the Court be authorized to liquidate and arrange such tax liens and titles and that any money advanced to him or by him for that purpose should have a prior lien upon the property relieved by it.

Orators pray that said Henshaw and Beebe who reside at Montgomery Alabama and said Thomas Christian who resides in the State of Mississippi, and the said James H. and W. M. Buttler who also reside in the State of Mississippi may be made parties defendant, and that they answer as required, by law, the Original & Amended Bill.

And orators pray for all the relief prayed in the original bill and for all such other and further relief in the premises as the nature of their case entitles them to and as shall seem meet to your Honor.

Elmore & Gunter.

Solicitors for Complainants.

Note:

The respondents Beebe and Henshaw and Thomas Christian and James H. and Wm M. Butler are required to answer the original and amended bills, but without oaths and they are required to answer each paragraph of each bill.

Elmore & Gunter

Solicitors for Complainants

Filed in office May, 15, 1874.

J. W. Hughes, Register.

W. R. Preston & Co.,
vs.
P. W. Donaldson et als. } In Chancery at Montgomery.

The separate answer of P. W. Donaldson to the bill of complaint in this cause, and the amendment thereto. This defendant for answer says, that the title to the said real estate described in said Exhibit A to the original bill is correctly stated in the answer of his co-defendants, A. M. Clayton & C. F. Barker. That this defendant executed the mortgages in said original bill and amended bills mentioned and that the amounts due and unpaid in said several mortgages including interest to the 14th day of May 1874 or as follows, on the mortgage to George B. Holmes Thirteen thousand three hundred and forty nine 33/100

dollars, on the mortgage to A. M. Clayton and C. J. Barker executed August 3rd 1864, Eighteen thousand four hundred dollars, on the mortgage executed to Beebe & Co., Four thousand & fourty four $^{66}/_{100}$ dollars defendant also admits that he executed a second mortgage to said Clayton and Barker whereby the property conveyed to Young was mortgaged as an additional security for said first mortgage debt as stated in their answer and each of said mortgages is a valid and subsisting lein on the property therein conveyed. Defendant admits that complainant W. R. Preston & Co., recovered judgments against Gilmer, Browder & Company as stated in their bill, this defendant being a member of said firm, and this his co-defendant James H. Battles and William M. Battles, and also Thomas Johnston recovered judgments against this defendant as stated in their answer, which judgments have not been satisfied in full but defendant cannot now state the amount due on any of said judgments.

Defendant denies that there is any necessity for the appointment of a receiver for said property, and having answered so far as he is advised that it is material for him to answer he prays to be dismissed with his costs.

Filed in office May 15, 1874. P. W. Donaldson

J. W. Hughes, Register

William R. Preston & Co., vs P. W. Donaldson & George B. Holmes et als. } In the Chancery Court for the Second District of the Southern Chancery Division of the State of Alabama at Montgomery.

Separate answer of George B. Holmes a defendant to the bill and amended bill.

1. This defendant says he has no personal knowledge of complainants demands as stated in the bill.

2. Defendant admits that Donaldson is in possession of a large amount of the property including most of that set forth in the bill, and that he is insolvent.

3. He further says that prior to 1864 said real estate was owned and held as follows, F. M. Gilmer Jr. owned lots 6 & 7 called the new map of the City 3 & 4 in Square 18, near the City wall; Lots 8, 9 & 10 in Square 3 on Washington Street, and an irregular block of triangular shape between Whiteside residence and the River its long side on Moulton Street, and that F. M. Gilmer Jr., William Taylor and William B. Gilmer each owned an undivided third interest in lots 1, 2, 3, 8, 9 & 10 in

Square 2 and in lots 1, 2, 3, 4, 5, 6 & 7 in Square 3, and on the 6th day of January 1868 the Sheriff of Montgomery County said property lying in the City and County of Montgomery was sold by the Sheriff of Montgomery County, or so much as it is hereinafter set out under execution against the said T. M. Gilmer Jr. and William Taylor to George B. Holmes and conveyed by him to said Holmes to-wit: 4. The property in which said T. M. Gilmer owned the entire interest, and also T. M. Gilmer interest in Lots 1, 2, 3, 8, 9, & 10 in Square 2 and in lots 6 & 7 in Square 3, and said Taylor's interest in Lots 1, 2, 3, 4, 5, 6, & 7 in Square 3, and in lots 1, 2, 3, 8, 9 & 10 in Square 2, but not sell to said Holmes the interest of T. M. Gilmer lots 1, 2, 3, 4 & 5 in Square 3, nor was said W. B. Gilmer's interest in any of said property sold. 5. That afterwards on the 1st of August 1869 said Holmes agreed to sell to defendant P. W. Donaldson the property so purchased by him and did sell, convey, assign and release the same to him, he then received from said Donaldson a considerable amount of the purchase money, and a mortgage executed at the same time to secure the unpaid balance for such purchase money, by which the said property was reconveyed by said Donaldson to him by way of mortgage as a security for the purchase money which is described, and secured in said mortgage, that said mortgage was at once recorded in Montgomery County. That a considerable portion of said money has been paid to him, but that one of the notes secured thereby being for the sum of $10224/84/100 the interest from the 20th of July 1868 is still due and unpaid as to $ 13349.93 computing interest to the 14th of May 1874, after allowance of all credits of payments.
6. He has been informed of the execution of the mortgages Clayton as Barker, and to Young and Henshow & Burke but insists that as to the property purchased by him at Sheriff's sale as set forth and sold, by him to Donaldson and after wards mortgaged by Donaldson to him for the purchase money his claim to the extent of the amount still due on said mortgage is superior to that of any of the other parties of this suit.
7. He admits that he has never disturbed said Donaldson in his possession, and supposes he has received the rents therefor, he does not know whether the sums paid him were derived from the rents thereof, or how much was so derived, but denies

that he is in any manner liable to account for such rents to Complainants, he could have taken possession of Donaldson's property and sold his equity of redemption if they desired, defendant as a long been anxious to realize his money but was averse to doing an injury to the mortgage or the subsequent mortgages a forced sale. 8. He admits that Hubbard has some interest in the premises but it is subordinate to his own.
9. That on the 18th of June 1872 by the consent of Donaldson, Clayton and Barker this respondent and all others interested Lots 1810, & 40 feet off the North end of 2 & 9 in Square 3 were conveyed to the South and North Alabama Railroad Company, in exchange for lots 1, 2, 3, 4, & 5 in Square 4 in said Catoyle's And by the deed of exchange the last said lots were conveyed to said Donaldson and Hubbard to be held by them, in the place of in lieu of the lots exchanged therefor, subject to all the mortgages liens or other incumbrances existing on the property exchanged therefor, to this respondent says that he is entitled to the priority in respect to said exchanged property to the same extent which he was entitled in respect to that for which it was exchanged.
10. Respondent is willing that an account be taken and insists on his priority of liens to the extent of his mortgage debt, but denies that he has been guilty of any conduct in the premises which could subject him to the penalty of costs. 11. Respondent consents in the appointment of a receiver.

Henry C. Semple.
Solicitor for George B. Holmes.

Filed in office May 15th, 1874,
John B. Hughes, Register.

State of Alabama,
Montgomery County. } In Chancery.

The answer of Samuel D. Hubbard Jr. to the bill of complaint filed by W. R. Preston & Co. against this defendant, Presly W. Donaldson et als, in the Chancery Court of said County of Montgomery.
This defendant saving and reserving to himself all right & manner of exception to the many errors and uncertainties in the bill of complaint contained for answer thereto says:
This defendant has no knowledge or information as to any of the matters and statements set forth and contained in the several paragraphs of the bill of complaint, and can neither admit or deny them and requires strict proof, thereof, except as such

as are hereinafter admitted or denied.
This defendant further answering, says that on the 2nd day of Jan. A.D. 1869 this defendant purchased from the said Presly W. Donald son the following real estate situated in the City of Montgomery in said County viz: an undivided one third interest in lots 1, 2, 3, 4, & 5 in Square 3 each fronting on Commerce Street One hundred feet (100) and lots 6 & 7 fronting on Washington Street in Square 3 all running back 150 feet more or less, also lots 1, 2 & 3 in Square 2 each fronting on Washington Street 100 feet, also lots 8, 9 & 10 in Square 2 each fronting on Moulton Street 100 feet and running back 150 more or less and on the same day the said Presly W. Donaldson & wife executed to this defendant a deed of conveyance to said one third interest to said lots, subject to a mortgage executed to the said George B. Holmes to secure a debt of Twenty thousand four forty nine & 68/100 dollars, and, a mortgage executed to said A. M. Clayton and Chiles T. Barker to secure a debt of Fifteen thousand dollars, each of said mortgages dated on the third day of August 1866 and also subject to its proportion of lawyers fees stamps recording or which was supposed to amount to four hundred dollars and to its proportion of improvements made upon said property at the date of said deed, immediately upon execution of said deed of conveyance, this defendant went into possession of said notes one undivided one third interest in said lots of land and have been in possession thereof ever since, and has paid annually the State, County and City taxes thereon. Once the 18th day of June 1872 this defendant conveyed his interest in lots 1 and forty feet off of the North part of lot 2 in Square 3 and lots 1 & 10 and forty feet off of the North part of lots 1 and 9 in Square 2 to the South & North Alabama Railroad Company in exchange for an undivided interest of one fourth in lots 1, 2, 3, 4 & 5 in Square 4 the interest in said last named lots being subject to the same liens as the property conveyed by him and to no other liens. And this defendant having fully answered asks to be dismissed.

Stone & Clopton.
Solicitors for Defendant.

W. R. Preston & Co.
vs.
P. W. Donaldson et als. } In Chancery at Montgomery Alabama.

The joint answer of Chiles T. Barker of Christian County

Kentucky and of Alex W. Clayton of Marshall County of Mississippi to the bill in the foregoing case.

These respondents reserving the benefit of all exceptions to said bill for answer thereto, or to so much thereof as they are advised it is material for them to answer, answer and say to the first paragraph of said bill.

1. They have no personal knowledge of the indebtedness of the defendant P.W. Donaldson, as a member of the firm of Gilmer, Browder & Company to the complainants, or of the judgments rendered upon said indebtedness, nor of the proceedings on execution upon said judgment but if their interest are to be effected thereby they require proof thereof.

2. Respondents admit upon information and belief that the defendant P. W. Donaldson is insolvent, they also admit that he has a large amount of property in his individual possession and name, and that said property is correctly described and set forth in the Exhibit A to complainants bill, on and prior to the first day of January 1868, said real estate in the City of Montgomery was owned, and held as follows; F. M. Gilmer Jr. owned lots 6 & 7 call in the new map of the city lots 3 & 4 in Square 18, lots 8, 9, & 10 in Square 3, and also Square 1 being an irregular square between Whiteside residence and the Alabama River and said F. M. Gilmer Jr., William Taylor and William B. Gilmer each owned an individual one third interest in lots 1, 2, 3, & 10 in Square 2 and in lots 1, 2, 3, 4, 5, 6, & 7 in Square 3, and on the day last aforesaid the Sheriff of said County of Montgomery under execution against said F. M. Gilmer Jr. and William Taylor sold to George B. Holmes said lots first above mentioned in which said Gilmer owned the entire interest; and Also said F. M. Gilmer interest in lots 1, 2, 3, 8, 9 & 10 in Square 2, and in lots 6 & 7 in Square 3, and said Taylor's interest in lots 1, 2, 3, 4, 5, 6 & 7 in Square 3, and in lots 1, 2, 3, 8, 9 & 10 in Square 2, but did not sell said F. M. Gilmer's in lots 1, 2, 3, 4, & 5 in Square 3, nor said W. B. Gilmer interest in any of said property. That afterwards to-wit: on the 1st day of August 1868 said Holmes sold said property so purchased by him as aforesaid and also N. E ¼ of Sec. 7 T. 15, R. 14 in said Montgomery County to said defendant Donaldson thereupon executed to said Holmes

a mortgage to secure a portion of the purchase money of said property, on and which there is a balance unpaid.
The residue of said purchase money over and above the amount secured by said mortgage from Donaldson to Holmes, was paid by Donaldson with money namely, Fifteen thousand dollars borrowed by him from these respondents; and on the 3rd August 1868 said Donaldson executed to these respondents a mortgage of said property so purchased from said Holmes which was recorded in the office on the 9th of September 1868 to secure the payment of said sum of Fifteen thousand dollars borrowed from these reporidents, as aforesaid, and last said mortgage is a lien on said property sold by the Sheriff to Holmes, and by Holmes to Donaldson prior to all other liens or claims thereon, except said mortgage to said Holmes, said Donaldson paid interest on said Fifteen thousand dollars for three years, but no more, and said sum of Fifteen Thousand dollars with interest after three years in amount Eighteen thousand four hundred dollars is still due and unpaid. That afterwards to-wit: on the 23rd of November 1868 said William B. Silmer sold, and conveyed the undivided third interest held by him as aforesaid in lots 1, 2, 3, 8, 9, & 10 in Square 2, and in lots 1, 2, 3, 4, 5, 6, & 7 in Square 3, to said Donaldson and at the time of said sale by William B. Silmer to Donaldson, said William B. Silmer was indebted to R. J. Young administrator of one Vaughan and in consideration of said sale said Donaldson agreed to pay the indebtedness of said W. B. Silmer to said Young, and did pay the same by giving his own paper therefor, and at the same time, and as part of the same transaction said Donaldson executed to the said Young to secure said paper a mortgage which was recorded in the proper offices on the 31st of October 1868 and 7th & 10th of Dec. 1868 of the undivided interest so purchased as aforesaid from said William B. Silmer and other property owned by Donaldson, and particularly described in said Exhibit A to said bill said Donaldson did not pay in full the paper so given as aforesaid, to said Young, and secured by said last said mortgage; and on the 19th day of December there was a balance still due thereon of Four thousand seven hundred and nineteen & 62/100 dollars and on last said

by said mortgage, to Young; and the paper thereby secured was transferred to these respondents for value, and is still held by them and said sum of Four thousand seven hundred and nineteen $^{62}/_{100}$ dollars with interest thereon from said 18th of December 1871 is still due and unpaid thereon amount $5628.29/100 after to-wit: on the 10th day of May 1872 said Donaldson for a valuable consideration executed to these respondents a third mortgage whereby he conveyed to them all the property embraced in the mortgage to Young as an additional security for the payment of said said two debts amounting to the sum of $24028.29/100 and interest thereon secured by said two first mortgages. the said first two mortgages still remaining in full force and effect as original securities. The statement of the amount due now is appended embracing an item for Fifty three dollars costs paid. Said F.M. Gilmer's undivided one third interest in lots one 1, 2, 3, 4, & 5 in Square 3, was not sold by said Sheriff and is not covered by any of said mortgages; but on the 5th of January 1869 the United States Marshall under the execution against said F.M. Gilmer sold said undivided one third held by F.M. Gilmer as aforesaid in last said lots to said Donaldson, who afterwards as respondents are informed mortgaged the interest so purchased in lots 3, 4 & 5 to E. Beebe & Company a firm composed of Eugene Beebe and Ferrie Henshaw. Respondents are informed and so admit that said Donaldson on the 2nd day of January 1869 sold and conveyed to S. D. Hubbard jr. the undivided third in said property to-wit: lots 1, 2, 3, 8, 9, & 10 in Square 2, and 1, 2, 3, 4, 5, 6, & 7 in Square 3, formerly held by William Taylor as aforesaid; but said conveyance to Hubbard was subject to said mortgage to Holmes and subject also to said original mortgage to these respondents to secure said sum of Fifteen thousand dollars. That afterwards to-wit: on the 18th of June 1872 by consent of all parties interested said lots 1, & 10 and forty feet off of the Northern end of lots 2 & 9 in said Square 3, and lots 1 & 10 and forty feet off of the Northern end of 2 & 9 in Square 2 were conveyed to the South and North Alabama Railroad Company in exchange for lots 1, 2, 3, 4, & 5 in Square 4, and last said lots by the same investment the same being a deed of exchange, were conveyed by the said Railroad Company to said Davidson & Hubbard in the place & lieu of said

lots so conveyed by them to be held by them subject to all the mortgages, liens, or other incumbrances existing on the property conveyed, to said Railroad Company, and in the same order of priority. 3. Respondents admit that Donaldson & Hubbard or one of them have remained in possession of the mortgaged property; they do know what has been the rental value of the property nor who have received the rents, but they expressly deny that they are chargeable with or liable to be held to account for said rent or any part thereof to complainant or to any other person. Said complainants at any time since the rendition of their alleged judgments could have filed their bill, and had a receiver of said rents, issues and profits, complainants never notified these respondents to foreclose their said mortgages and respondents aver on information and belief, that the delay and foreclosing the same has been with knowledge, approbation and consent of complainants solicitors, and respondents deny that they have done anything to hinder delay or postpone complainants in their enforcements of their rights. 4. Respondents admit that they have caused the advertisement to be made for the sale of said property as stated in the bill. They had not believed, that in so doing they were infringing or touching upon the rights either of the complainants or any other persons and they should be in any wise subject to the costs of this proceeding. All they ask is the subjection of the property to their mortgage, in accordance with the terms of the mortgages and of there is anything beyond that, they have not a word to say in regard to its application. To this end they cheerfully submit to any account which may be directed; These respondents consent to the appointment of a receiver of said mortgages premises. In answer to the amended bill respondents say they admit there is such a mortgage as that of Henshaw & Beebe or Beebe & Co. as stated in the amended bill. They also admit that they have heard there is such a judgment as that of Christain & Buttler, but they have no knowledge of of and if their rights are to be effected by it, they call for proof of its existence and amount. They also admit much of said property has been sold or is subject to sale for taxes. They also admit and state that lots 8 and 60 feet of nine (9) in Square 3 was sold for taxes more than three years ago, and was purchased by

the South & North Alabama Railroad Company, from the City of Montgomery, which became the purchaser at said tax sale, and that these defendants together with their codefendant George B. Holmes have purchased and paid for said lots and hold the absolute title to the same they not only paid for this lot in their said purchase, but a very considerable amount of money besides, for Taxes on other property, and for the extinguishment of a lien claimed to be prior to all others upon a large part of the property mortgaged to these respondents, George B. Holmes, Bebbe & Company and perhaps others. For the money thus paid to repurchase said lots from South & North Alabama Railroad Company, and to pay off said tax title, liens and incumbrances respondents and said Holmes claim a prior lien upon all of said property for the repayment of the sum so paid with interest thereon.

W. D. Troy.
Solicitor for the Defendants
Clayton & Barker.

Filed in office May 15th 1874.
John W. Hughes.
Register.

W. R. Preston & Co. vs. P. W. Donaldson et als. } In Chancery at Montgomery.

The joint answer of James H. Buttler and William W. Buttler & Thomas Christain to the original and amended bill in this cause. The defendants saving all cause of demurrer or exception to said original bill and amended bills of complaint for answer thereto, say: Sec 1. That respondents James H. Buttler, and William W. Buttler recovered a judgment against defendant P. W. Donaldson in the City Court of Montgomery on the 8th day of November 1872 for Seven hundred and thirty three & 73/100 dollars besides costs which judgment is still in full force and unreversed, a part of the costs have been paid, but said sum of $733.73 with interest thereon from the date aforesaid is still due and unpaid and together with costs amounting to $7.85 or there about. Sec. 2. That respondent Thomas Christain on the same day to-wit: 8th of November 1872, recovered a judgment in said City Court of Montgomery against said P. W. Donaldson for Eleven hundred and forty-four & 17/100 dollars beside costs, and said judgment is still in full force and unreversed,

and said sum of Eleven hundred and forty-four & 12/100 dollars with interest thereon from last said day and costs amounting to $7.85 or thereabout is still due and unpaid. Sec: 3. That executions were duly issued on said judgments returnable to the next ensuing term of said City Court after the rendition thereof, and executions thereon have been regularly issued since that time without the lapse of an entire term of said City Court, and these respondents claim and aver that their said judgments and the executions thereon constitute and hold a lien on so much of the real estate described in Exhibit A to the original bill as lies in the County of Montgomery superior to all other liens and incumbrances upon said property except the mortgages executed by the said Donaldson prior to the rendition of said judgments. Sec: 4. These defendants admit the execution of the several mortgages mentioned in the original and amended bills, but do not admit the amounts due on them respectively; and they consent that the amounts due on said several mortgages may be ascertained and adjusted by this Court, and said property be sold by order and decree of this Court, and the proceeds be applied to the payment of the Mortgage, and liens thereon including the judgment liens of these respondents in order of priority as this Honorable Court may determine; and they pray to be dismissed with their costs &c.

D. S. Troy.
Solicitor for the Defendants Buttler
Buttler & Christian.

Filed in Office May 15th, 1874
John W. Hughes
Register.

W. R. Preston & Co.,
vs.
P. W. Donaldson et als. } In Chancery at Montgomery.

The separate answer of Ferrie Henshaw and Eugene Beebe citizens and residents of the City of Montgomery, and State of Alabama, to the bill of complaint filed against P. W. Donaldson and others, and to the amendment of said bill by which the respondents are made parties defendant to said bill of complaint. These respondents for answer to said bill and to the amended bill, or so much thereof, as they are advised is material for them to answer for answer thereto they say

they have no knowledge of the matters stated in the first paragraph of the original bill and can neither admit nor deny the same.

2. Respondents have no knowledge as to the insolvency of said P. W. Donaldson said Donaldson has had large amounts of property and upon portions of that property mentioned in Exhibit A said Donaldson executed to said respondents a mortgage mentioned in Exhibit A to the amended bill which said mortgage will hereinafter will be more fully and particularly described and set forth, as to the remainder of the matters stated in said paragraph of the original bill these respondents have no knowledge.

3. Respondents are ignorant of the matters and things set forth in the third paragraph of the original bill and neither admit nor deny the same.

4. Respondents admit that the mortgages mentioned in the fourth paragraph of the bill did advertise as stated in said forth paragraph, but no such sale has been made and except as herein admitted deny the remainder of the allegations of said fourth paragraph.

Respondents for answer to the amended bill, or for answer to so much thereof as they advised is material for them to answer say. These respondents are and have been for many years past a firm, doing business in the City of Montgomery in the name of E. Beebe & Co., and that on the 4th day of January A. D. 1870 said P. W. Donaldson who then was and has ever since been a residence citizen of Montgomery County in the State of Alabama executed to these respondents E. Beebe & Co. a mortgage a copy of which is hereto attached and hereby made part of this answer as Exhibit No. 1. Said mortgage was executed in good faith and to secure the payment of the bill of exchange therein mentioned, which bill of exchange was drawn by said P. W. Donaldson on himself and accepted by himself, and payable to and negotiated to these respondents for money delivered and handed over at the time by these respondents to said Donaldson on the faith of said bill of exchange and said mortgage, said mortgage duly acknowledged by said Donaldson on the day of its execution before the judge of probate of said Montgomery County, and was duly recorded in the office of the Probate Judge of said County of Montgomery on the day after its execution and remains wholly unpaid and unsatisfied and no part of said

bill of exchange has ever been paid. Respondents aver and state that the lien in their favor created by said mortgage to them, and the recording thereof is prior and paramount to all other liens upon the property embraced by said mortgage; and that these respondents are entitled to satisfaction out of the property embraced by said mortgage in preference to all other persons whatsoever. As to the other matters mentioned in the amended bill, being ignorant thereof respondents admit nothing. And now these respondents having fully answered said original and amended pray that under this answer these respondents may have and obtain such relief as to equity belongs, or unto your Honor may seem meet and all such as they could obtain under a cross bill.

Respondents further pray that an account be taken of the amount due thereupon said mortgage, and that the amount so found due be declared to be prior lien over all others on the property mentioned and embraced in said mortgage, and that the property mentioned and embraced in said mortgage be sold for the satisfaction of the amount found to be due these respondents.

Rice, Jones & Tilley.
Solicitors for E. Beehe & Company.

State of Alabama, }
Montgomery County. } Know all men by these presents, that whereas I P. W. Donaldson of the County and State aforesaid am justly indebted to E. Beehe & Co. in the sum of Three Thousand dollars with interest from date, for which I have made to them my bill of exchange bearing even date with these presents, and payable ninety days date, and whereas I am desirous of security the payment of them to the said indebtedness. Now therefore I, W. P. Donaldson in consideration of the premises, and of the sum of one Dollar to me in hand paid by E. Beehe & Company the receipt whereof is hereby acknowledged do hereby grant, bargain sell and convey to the said E. Beehe and Company the following lots of parcels of land to-wit: My undivided one third interest in lots Nos, 3, 4 and 5 in Square No. 3, on Commerce street in the City of Montgomery on which the building known as the Silver Warehouse was located, and all lying and being situated in the County of Montgomery and State of Alabama.

To have and to hold the aforegranted one undivided one third interest in said lots to the use of the said E. Beehe & Co. and

their assignees forever, subject only to the following conditions to-wit: If I the said P. W. Donaldson shall well and truly pay or caused to be paid to the said, E. Beebe & Co. the said indebtedness as evidenced by the above described note together with any interest or lawful charges that may be due thereon at the time the same may become due, then this instrument shall be null and void but should I make default in the payment of the said indebtedness or any part thereof at the time the same may be due, then it shall be lawful for the said E. Beebe & Co. their agent or attorney to seize and take possession of the above granted lots and sell the same at public outcry for cash at the Artesian basin in the City of Montgomery first giving at least 30 days notice by advertisement published in some news paper in the City of Montgomery, and after paying whatever of said indebtedness may then be due with any lawful charges thereon, out of the proceeds of said sale to pay over the surplus if any to me. And I the said P. W. Donaldson do hereby covenant and agree to warrant and defend the title made on such sale against the lawful claims and demands of all persons. In Witness Whereof I have hereunto set my hand and seal this 7th day of January 1870.

(Stamps) P. W. Donaldson (L.S.)

2 United States Two Two Dollars. George Ely. Jan. 14, 1870 Mortgage. Montgomery Inter Revenue.

1 Dollar 1 Inter Revenue George Ely Jan. 14, 1870. Life Insurance Montgomery 1 Dollar 1

The State of Alabama, Montgomery County. } I George Ely judge of Probate in and for the County aforesaid hereby certify that P. W. Donaldson whose name is signed to known to me acknowledged before me on this day that being informed of the contents he executed the same voluntarily on the day the same bears date. Given under my hand this 7th day of January A. D. 1870.

George Ely.
Judge of Probate, Montgomery Co.

Filed in office May 15th 1874
John W. Hughes, Register.

W. R. Preston & Co. vs. P. W. Donaldson et als. } In Chancery at Montgomery.

This cause is submitted on the original bill and amended bill

and the answers of the several defendants thereto for final decree and now upon consideration thereof and by consent of all parties in Open Court is ordered, adjudged and decreed.

1. That the sums paid by defendants to Alexander M. Clayton and Chiles T. Barker and George B. Holmes to extinguish the tax title to a part of the real estate in the bill mentioned, or for taxes thereon and such further sums as they or any of them may hereafter pay to extinguish any such tax title, or for taxes on any of said real estate, constitute a first and prior lien to all others on real estate against which such taxes were assessed or to which the tax title was or is extinguished by such payment with interest from the time of such payment.

2. That there is due to defendant George B. Holmes on his mortgage debt in the bill mentioned including interest to the 14th day of May 1874 the sum of Thirteen thousand three hundred and forty nine and 33/100 dollars and that said mortgage to George B. Holmes is a first and prior lien subject only to said lien for money paid for taxes as aforesaid on the property described in said mortgage to wit; the north east 1/4 of Sec. 7. T. 13, R. 18 in Montgomery County and the lots and parts of lots in the City of Montgomery described as follows, Lots 6 & 7 called on the new maps of the City lots 3 & 4 in Square 18, lots 8 and sixty feet off of the Southern part of lot 9 in Square 3, and Square 1 being an irregular Square between Whiteside residence and Alabama River, and also on the undivided interest of two thirds of lots 3 & 8 and 60 feet off of lot 2, and 60 feet of Southern part of lot 9 in Square 2, and a like interest of two thirds in lots 6 & 7 in Square 3 and also an undivided interest of one third in lots 3, 4, & 5 and 60 feet of the Southern part of lots 2, in Square 3, also an undivided interest of two thirds in lots 1, 2, 3, 4, & 5 in Square 4, all in that part of the said City formerly called East Alabama;.

Sec. 3. That there is due to the defendant Alexander M. Clayton and Chiles T. Barker on the debt secured to them by the mortgage executed to them by defendant P. W. Donaldson bearing date August 3rd, 1868 including interest to the 14th of May 1874 the sum of Eighteen thousand four hundred dollars, and that said mortgage to A. M. Clayton and C. T. Barker is a lien on the same property mortgaged as hereinafter above stated stated to George B. Holmes, which lien is prior to all other liens thereon except said mortgage to

George B. Holmes, and said lien and claim for taxes paid or to be paid as hereinafter before stated.

4. That Samuel D. Hubbard Jr. holds an estate in fee subject to said mortgage to George B. Holmes and subject also to said mortgage to said Alexander M. Clayton and Chiles T. Barker, in and to an undivided one third part in and to said lots 3 & 8, and 60 feet of the Southern part of lot 2 and 60 feet of the Southern part of lot nine in Square 2, and a like interest of one third in lots 7, 6, 5, 4, 3, and 60 feet of the Southern part of lot 2 in Square 3 and also an undivided interest of one fourth in lots 1, 2, 3, 4, & 5 in Square 4 also subject to said mortgage.

5. That there is due to defendant Alexander M. Clayton and Chiles T. Barker as transferees of the mortgage debt of defendant P. W. Donaldson to R. J. Young administrator, including interest to the 14th day of May 1874 the sum of Five thousand six hundred and eighty one and 29/100 dollars and that said mortgage executed by said Donaldson to said Young bearing date the 29th October 1868 constitutes a first lien subject only to said lien, and claims for taxes first above mentioned on the following parts of real estate to-wit: and undivided interest of one third in lots three & eight and 60 feet of the Southern part of lot 2 and 60 feet of the Southern part of lot 9 Square 2, and a like interest of one third in lots 7, 6, 5, 4, 3, and 60 feet of the Southern part of lot 2 in Square 3, and a like interest of one fourth in lots 1, 2, 3, 4, & 5 in Square 4, and also on the property in the Counties of Jefferson and Shelby described in said mortgage, and in Exhibit A to the original bill.

6. That defendants to Alexander M. Clayton and Chiles T. Barker under and by virtue of the mortgage executed to them by the defendant Donaldson on the 10th of May 1872 hold a second lien on the said property embraced in the said mortgage by Donaldson to R. J. Young, to the payment of the sum due to them on the mortgage debt, secured by the first mortgage bearing date August 3rd 1868 and the question of priority as between said mortgages of May 10th 1872 and the liens of complainants judgment is reserved.

7. That there is due to defendants E. Beebe & Co. from defendant P. W. Donaldson on the debt due to them evidenced by the mortgage executed by him to them bearing

date January 7th 1870 including interest to the 14th of May 1874 the sum of four thousand forty four + 66/100 Dollars, and that said mortgage is a first lien subject only to said lien, and claim for taxes paid first above mentioned and undivided one third interest viz and to lots three 3, 4 + 5 in Square 3 aforesaid.

7. That said defendant P. W. Donaldson holds the legal title to an undivided one third interest viz and to 60 feet of the Southern part of lot No. 2 in Square No 3. aforesaid. And that said undivided interest of one third is encumbered only by said lien and claims for taxes paid first above mentioned, the judgment liens of complainants and of defendants James H. Buttler and William M. Buttler defendant Thomas Christian and also an undivided interest of one twelfth in lots one two, three, four and five in Square 4 unincumbered except by said judgment

9. The said complainants are judgment creditors of P. W. Donaldson and defendants James H. Buttler and William M. Buttler as judgment creditors of said Donaldson hold liens on all of said property viz the County or City of Montgomery, except that held by S. D. Hubbard Jr. as hereinbefore described the liens of said judgment creditors being subordinate to said several mortgages on the property embraced therein respectively and subordinate to said lien and claim for taxes as herein first above stated.

It is further ordered, adjudged and decreed that the Register sell said real estate on the first Monday in November next, for the satisfaction of said liens and incumbrances as hereinafter directed, at the Artesian Basin in the City of Montgomery under the statute and rules governing sales by the Sheriff of Montgomery County unless said liens and encumbrances are sooner paid or discharged by said Donaldson and any party to this suit may become a purchaser at such sale. In making such sale the Register will first sell for the satisfaction of said mortgage to George B. Holmes said first mortgage to A. M. Clayton, C. J. Barker the real estate embraced in said mortgage in which S. D. Hubbard Jr. has no interest viz; N.E 1/4 of Sec 7. T. 15. R. 18, and lots 6 + 7 called on the new map of said City 3 + 4 in Square 18 Square No. 1 being an irregular square between Whiteside residence and the Alabama River, and lot 8 and 60 feet of lot 9 in Square No. 3. The Register will next sell 60 feet of the Southern part

of lot 2 in Square 3 the same being all of said lot 2 not owned by the South & North Alabama Railroad Company. He will next sell lots 3, 4 & 5 in Square 3 and will then sell the land in the Counties of Jefferson and Shelby, he will then sell the lots 1, 2, 3, 4, & 5 in Square 4 and will then sell the residue of said property. He will then sell the entire title in all cases, and not undivided interests, and will make such subdivision of each lot and piece of property as his judgment will make it bring the best price. The Register will then sell only so much of said property as to be sufficient to pay in full the liens, and incumbrances thereon as hereinbefore stated including interest from the 14th of May 1874 including the liens of said judgment creditors and the costs of this suit and expenses of sale. And he will apply the proceeds of each piece of property to the satisfaction of said lien, and incumbrances on the same in the order of priority heretofore declared. And if the whole proceeds of sale should be insufficient to satisfy all of said liens, and claims in full, the Register will retain the costs of this suit and expenses of sale out of the proceeds of sale of the property on which the most recent liens are attached. On the purchasers complying with the terms of sale the Register will execute to him a conveyance which it is hereby decreed shall vest in such purchaser all the title both at law and in Equity of all the parties to the suit, including such title as defendants A. W. Clayton, C. J. Barker and George B. Holmes have or may acquire in extinguishment of tax titles as hereinbefore provided. Should any question arise as to the amount due to the judgment creditors, or as to their priority, or as to complainants priority to Clayton and Barker's last mortgage, the Register will bring the fund in dispute into Court, with his report at the next term of the Court. In the property mortgaged to George B. Holmes sells for more than enough to satisfy last said mortgage, and the mortgage to Clayton and Barker dated August 3, 1868, the Register will pay to defendant S. D. Hubbard Jr. such part if the residue of said proceeds as may remain after satisfying said two mortgages as will be equivalent to the interest of said Hubbard in the property from which such proceeds arose. May 15th, 1874.

Adam C. Felder
Chancellor.

Motion as to Solicitors fees and who shall pay them,

W. R. Preston & Co. vs. P. W. Donaldson et als. § In the Chancery Court of Montgomery Alabama.

Motion is made that it be referred to the Register to ascertain and report during this term what would be a reasonable fee to be paid to the Solicitors of the Complainant in this cause and by whom the same should be paid. November 17, 1874

Filed in Office Nov 18th 1874. Elmore & Gunter.

Jno W. Hughes, Register

Register's Report of Sale.

W. R. Preston & Co. vs. P. W. Donaldson et als. § In Chancery at Montgomery.

The undersigned Register respectfully reports that pursuant to the decree in said cause, he advertised the lands in said decree mentioned for thirty days in the Montgomery Advertiser and Mail a news paper published in said County, stating the time, terms and place of sale, and sold the same on Monday the 2nd day of November 1874 at the Artesian Basin in the city of Montgomery. The Register subdivided lots nos. 3, 4 & 5 in Square No. 3 in the City of Montgomery (each lot fronting about 100 feet on Commerce Street), into four lots of each about 25 feet front on Commerce Street and running back to the center of the wall dividing said Square No. 3, said subdivisions being numbered and designated as stated in the map hereto appended as a part of this report. All of said property was sold in the order specified in said decree. And the following is a statement of the sale of each piece lot or parcel separately, the name of the purchaser thereof and the application of the proceeds of sale viz; Sold to George B. Holmes.

The N.E¼ of Sec T. 5. 15, R. 18. for	$160.00
Applied to Taxes	137.82
Applied to Holmes Mortgage Bal	22.18
Lots no. 3 & 4 in Square 18 for	1800.00
Applied to Taxes	62.73
Balance to Holmes Mortgage	$1737.27
Square no. 1 for	4000.00
Applied Taxes	690.69
Balance to Holmes Mortgage	3309.31
Lots no. 8 and 60 feet off of Lot no. 9 in Square no. 3.	2500.00
Applied Taxes	311.73

Balance to Holmes Mortgage		2188.27
Lot No. 1 Subdivision Lot 4 Square 3 for	$ 550.00	
" No 4 " " 4 " 3 "	500.00	
" No 1 " " 3 " 3 "	497.60	
" No 2 " " 3 " 3 "	500.00	
" No 4 " " 3 " 3 "	675.00	2722.50
Applied Taxes.		362.25
		2360.25
Applied 1/3 to Holmes mortgage -	786.75	
" 1/3 to R.J. Young mtg. -	786.75	
" 1/3 To E. Beebe & Co. mtg. -	786.75.	
Sold to Chiles T. Barker, the following to-wit:		
Lots No. 1 & 2 subdivision of Lot 5 Square 3 for		1500.00
" No 3 - " " " Lot 5 " 3 "		550.00
" No 4 " " " Lot 5 " 3 "		575.00
" No 2 " " " Lot 4 " 3 "		525.00
" No 3 " " " Lot 4 " 3 "		525.00
" No 3 " " " Lot 3 " 3 "		500.00
		4175.00
Applied to Taxes		550.46
Balance.		3624.54
Applied 1/3 to Holmes mortgage	1208.18	
" 1/3 " R.J. Young "	1208.18	
" 1/3 " Beebe & Co. "	1208.18	
Lots No. 6 & 7 in Square 3 for		1900.00
Applied Taxes		255.11
Balance		1644.89.
Applied 2/3 to Holmes mortgage	1096.59	
" 1/3 " R.J. Young "	548.29	
Lots No. 3 & 8 & 60 feet of Lot 9 on Square No. 2 for		3000.00
Applied to Taxes		428.91
Balance		2571.09
Applied 2/3 to Holmes mortgage	1714.06	
" 1/3 " R.J. Young "	857.03	
Lands in Jefferson County & Shelby County for		500.00
Applied to Taxes		7.75
Applied to R.J. Young mortgage		492.25
60 feet of Lot No. 2 in Square No. 3 being all of said Lot not owned		
by South & North Alabama Railroad Company for		1300.00
Applied to Taxes		173.99
Balance		1126.01

Applied 1/3 to Holmes mortgage	375.33	
" 1/3 " R.J. Young "	375.33	
" 1/3 " Complainant Judgt.	375.33	
Lots nos. 1, 2, 3, 4, & 5 in Square no. 4 for		5300.00
Applied to Taxes		846.30
Balance		4453.70
Applied 1/4 of Balance to R.J. Young mortg.	1113.42	
" 1/12 " " " Complainant judgt.	371.14	1484.56
Leaving		2969.14
And applied to Holmes Mortgage	1409.74	
" " " Barker & Clayton	1559.40	
	2969.14	
Total proceeds of sale.		27357.50
Applied as follows		
To George B. Holmes,		
Taxes paid by him	1273.30	
His decree & interest	13847.68	15,120.98
To Clayton & Barker,		
Taxes paid by them	2554.40	
Decree on Young mortgage	5381.32	
On their mortgage	1559.40	9,495.12
To E. Beebe & Co.		
On their Decree	1,994.93	
To Costs and Complainants judgment	746.47	
For Complainant	$354.90	27,357.50
Court Cost	387.57	

The decree in favor of Defendant A. M. Clayton and Chiles T. Barker on the Mortgage executed by P. W. Donaldson to R.J. Young and transferred to said Defendants is for 5681.29
Interest from May 14th to November 2nd 212.07
5893.36

Amount applied to said decree	5381.32
Leaving due to said ~~Complainant~~ Clayton and Barker on said Decree	512.04
Decree in favor of said A. M. Clayton and Chiles T. Barker on the mortgage executed to them by defendant P. W. Donaldson	18.400.00
Interest from May 14th to November 2nd	686.92
	19.086.92
Amount applied to said Decree	1.559.40
Leaving due to said Clayton & Barker on said decree	$17.537.52
Decree in favor of E. Beebe & Co	4044.66

Interest from May 14th to November 2nd ... 151.01

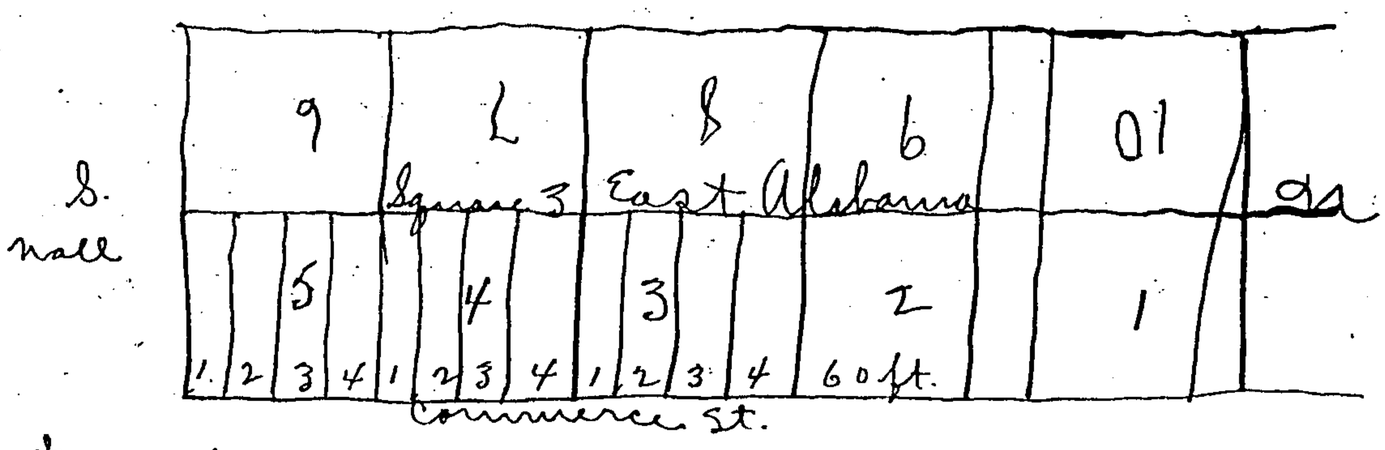
Amount applied to said decree ... 4195.67

Leaving due on said decree ... 1994.93

... $2200.74.

And said Beebe & Company. have transferred of record five hundred and fifty 18/100 dollars of said decree unsatisfied to defendant George B. Holmes, and said E. Beebe & Co. have transferred of record the residue of said unsatisfied decree, to-wit: Sixteen Hundred and fifty 56/100 dollars to defendant Chiles T. Barker

John W. Hughes.
Register



Read November 18th 1874.

Confirmed November 19th 1874.

Decree of Reference as to fees for Solicitors:

W. R. Preston & Co. vs. P. W. Donaldson et als. § In Chancery At Montgomery.

In this cause on motion of complainants Solicitors it is ordered that the Register ascertain what would be a reasonable fee to be paid to the Solicitors of the complainant in this cause and by whom the same should be paid in whole or in part— and ordered that he report at this term.

H. Austill
Chancellor.

Affidavit of George N. Gilmer.

W. R. Preston & Co. vs. P. W. Donaldson et als. § State of Alabama, § Montgomery County. §

Before me J. W. Hughes, Register this day came George N. Gilmer who being duly sworn on oath says: I know the lands of P. W. Donaldson situated in Jefferson and Shelby Counties lately sold by the Register in the cause of W. R. Preston & Co. vs P. W. Donaldson et als, I own a like interest in the same lands, that Donaldson owned, which is a fifth interest in about 1900 acres. the lands are Iron and Coal lands in the vicinity of the Railroad, in my opinion the interest of Donaldson in said lands is worth from twenty-five hundred to Five thousand dollars, I would not take that

for my interest. George W. Isbner
sworn to and subscribed before me this Nov. 19th 1874
Filed in office 20th Nov. 1874. John W. Hughes, Register

Decree of Confirmation of sale and reference to Register to ascertain Balance due Clayton & Barker Nov 20th 1874.

W. R. Preston & Co. §
vs. §
P. W. Donaldson et als. § In Chancery at Montgomery.

On motion of defendants Alexander W. Clayton and Chiles T. Barker who are complainants in their cross bill in this cause, it is ordered and decreed that the sale of lands made by the Register under the decree rendered in this cause at the last term, and his report thereof, read at a former day of this term be confirmed. It is further ordered and decreed that it be referred to the Register to ascertain and report the several balances due to the several complainants in the cross bills filed in this cause on their respective mortgage debts as ascertained and established by the decree heretofore rendered in this cause.

Nov. 20th, 1874 H. Austill, Chancellor.

Original.

William R. Preston & Co. §
vs. §
Pressly W. Donaldson et als. § In Chancery at Montgomery.

To Henry b. Semple and David S. Troy Solicitors for Defendants.

You are hereby notified that on Monday the 23rd at 5 O'clock P. M. at the Registers Office for Montgomery County, I shall proceed to execute the reference ordered by the decree rendered in said cause at which time and place you can attend.

Witness. John W. Hughes, Register.

Nov. 23rd 1874. John W. Hughes. Register.

Received in office Nov 23. 1874 Executed by serving a copy on Henry C. Semple this Nov. 23, 1874. John W. Murphy, Sheriff.

Report of Register as to fees of Solicitors for Complainants.

W. R. Preston & Co. §
vs. §
P. W. Donaldson et als. § In Chancery at Montgomery.

In this cause pursuance of the decree of the 19th day of November 1874 I called the parties before me and on this day the complainants and the defendants by their solicitors, and after calling before him Henry b. Semple one of the Solicitors of this Court. Says on oath that a reasonable fee to be allowed on this cause to complainants solicitors is One hundred and twenty dollars. to be paid out of the fund in hand

and the register reports accordingly. all of which is respectfully submitted.

John W. Hughes
Register

Read November 27th 1874 Confirmed Nov: 28 1874

Testimony before the Register November 18th, 1875.

W. R. Preston & Co.
vs.
P. W. Donaldson et als. } In Chancery at Montgomery.

On reference before the Register November 18th 1875 complainants fail to appear - The defendants offer in evidence the report of the Register on file in this cause read on the 18th of November 1874, and confirmed on the 19th of November 1874.
And the decree dated November 20th 1874 conferring said report.
There being no further evidence the Register concluded the reference.

Filed in office Nov. 15th, 1875.
V. M. Elmore.
Register

Register Report of amount due to A. M. Clayton and Chiles T. Barker, & Chiles T. Baker and B. Holmes -

W. R. Preston & Co.
vs.
P. W. Donaldson et als. } In Chancery at Montgomery.

In this cause the Register respectfully reports to the court that in pursuance of the decree of reference made on the 28th day of November 1874 he after giving one days notice to solicitors of the parties held a reference in said cause on the 18 day of November 1875. That the solicitors for the complainants failed to appear on said reference, D. S. Troy Esq. appeared before the register in behalf of the defendants represented by him. That no evidence was offered by the complaints. That the evidence offered by the defendants consisted of papers heretofore on file or of record in this cause viz, The report of the register of date November 18th, 1874. and confirmed on the 19th day of November 1874 and the decree of court rendered on the 20th of November 1874.

The register finds from said evidence and so reports to the court that there is due principal and interest to A. M. Clayton and Chiles T. Barker on account of mortgage held and owned by them the sum of $1955.67
That there is due & to Chiles T. Barker principal and interest on

account of the mortage transfered to him by E. Beebe & Co the sum of $1788.36.
That there is due to George B. Holmes as transferee of E. Beebe & Company the sum of principal and Interest $596.11. all, of which will more clearly appear by reference to Exhibit A. Here to attached as part of this report all which is respectfully submitted.
November 19th 1875

V. M. Elmore.
Registered.

Exhibit A.

Amount due to A. M. Clayton and Chiles T. Barker on mortgage from P. H. Donaldson $17.537.52
Interest from Nov. 2nd 1874 to the 19th of Nov 1875 $1.460.30 $19.002.87

Amount to A. M. Clayton and Chiles T. Barker on the mortgage from P. H. Donaldson, to R. J. Jung. $502.04
Interest from Nov 2nd 1874 to Nov. 19, 1875. 42.76 $504.80

Total amount due to A. M. Clayton & Chiles T. Barker $19.557.67

Amount due to Chiles T. Barker as transferee of mortgage from P. H. Donaldson to E. Beebe & Co. $1650.00
Interest from Nov. 2nd 1874 to Nov, 19th 1875. 137.80
1.788.36

Amount due to George B. Holmes as transferee of Mortgage from P. H. Donaldson to E. Beebe & Co. $550.00
Interest from Nov. 2nd 1874 to, Nov, 19th 1875 40.93
$.596.11

Read November 19th 1875.
Confirmed November 20th, 1875.

The State of Alabama
Montgomery, County. } I, W. H. Parks, Register in Chancery for Montgomery County Alabama hereby certify that the foregoing pages numbered from 2 to 31 inclusive contain a true and correct transcript of the proceedings filed in the case of W. R. Pressler & Company Vs. P. H. Donaldson et. al. No. 963 in the Chancery court of Montgomery county Alabama as the same appears of record and on filed in this office
Given under my hand and seal of office this 8 day of December, 1903.

W. H. Parks,
Register in Chancery.

Filed for record on the 12 day of May 1904 and recorded.

A. P. Longshore.
Judge of Probate.