

This section is not part of the Peoples Railroad. See below section.

State of Alabama,  
Baldwin County...

County Court.  
February Term 1913.

Whereas, at the February Term, 1913 of the County Court held in and for said County, I, Robert Wilson was convicted in said Court of the offense of Abusive Language and Carrying Concealed Weapon and fined in the sum of sixty Dollars, and judgment has been rendered against me for the amount of said fine, together with the costs in said cases, and whereas Mike Houston together with Alfred Lewis, and C.A. Denton have confessed judgment with me in said Court for said fine and costs: Now in consideration of the premises I, the said Robert Wilson hereby hire and bind myself to the said Mike Houston to work and labor for him or under his direction, at Fairhope Ala. in the State of Alabama the work and labor performed by me to be General Farm work and to continue until the amount of said fine and costs shall have been paid at the rate of Thirty five Dollars per month, said term of <sup>hire on</sup> commencing, the 8th day of February 1913 190, and ending on the payment of the amount of said fine and costs, costs amounting to the sum of \$110.70/100 provided said work and labor is not dangerous in its character.

Signed in open Court this 8th day of February 1913.  
Witness: Robert Wilson.

The above contract is approved in open Court by me as Judge of said Court, this 8th day of February 1913.

J H H Smith, Judge of Probate.

Filed for record February 8th 1913,  
Recorded February 20th 1913.  
J H H Smith, Judge of Probate.

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Memorandum Of Agreement

Between The Peoples Railroad Company And The Fairhope Single Tax Corporation, Regarding The Fairhope Wharf.

Whereas, one of the cardinal principles of the Fairhope Single Tax Corporation is the ownership and operation of public utilities by the public, for their own benefit, free from profits to promoters or operators, and it has applied this principle for many years, with singular success in the operation of Fairhope Wharf, and

Whereas, the Peoples Railroad Company has been organized under the same statute for corporations not for pecuniary profit, under which the Fairhope Single Tax Corporation is incorporated and for the purpose of applying the same principle of public ownership and operation of public utilities for public benefit only, to the building of a railroad from Fairhope to Robertsdale, through Silver Hill, and

Whereas, the building and operation of such railroad upon the said plan, would be of very great importance to the said Fairhope Single Tax Corporation, in the service of its lessees and the opening and making accessible of its lands, as well as the furtherance of its principles, and

Whereas, it is desired to connect said railroad with steamboats plying between Fairhope and Mobile and touching at Fairhope Wharf, and said wharf would be an important link in said transportation between Mobile and points on the said railroad line, and the railroad and wharf could be most conveniently and economically operated by the same management, and

Whereas, it is believed by the officers of the said Peoples Railroad Company that it would greatly facilitate the securing of funds for the building of its proposed road, if it were given the right for a limited and definite time to administer the said wharf as a part of its line and have the earnings of the wharf, to make up possible deficiencies in the earnings of the road proper, until its business can be built up to a profitable point, and

Whereas, it is believed by the officers of said Fairhope Single Tax Corporation that the earnings of said wharf could not be used to the greater advantage of its members and lessees, than thereby to insure the building and profitable operation of the said Peoples Railroad and the Executive Council of the said Fairhope Single Tax Corporation, did on October 21st, 1912, adopt the following resolution, to wit:

Resolved, that the Fairhope Single Tax Corporation will give to said Peoples Railroad Company for the term of five years from Jan. 1, 1913, the right to administer Fairhope Wharf in connection with its railroad, collecting the tolls therefrom either for the use of the wharf alone, or jointly in connection with its railroad and converting the same into its treasury, under the following conditions:

1. That the Peoples Railroad Company shall either secure the agreement of the holders of certificates of investment in the said wharf to accept in lieu thereof, the bonds or other obligations of the said Railroad Company, or shall pay off the said certificates.
2. That the said Railroad Company shall at its own expense, make all repairs or betterments on said wharf necessary to its use of the same and shall keep the same in repair during the term of its use.
3. That the said Railroad Company shall keep the said property insured against fire and tornadoes in at least the amount now carried upon it, said insurance if collected to be applied to the repair of said wharf.
4. That the wharfage charged by said Railroad Company shall not be greater than now charged, or than at any wharves along this shore for similar service.
5. That reasonable space shall be left for the use of foot passengers on said wharf, safe from injury by the cars of said Railroad Company".

Whereas, the resident members of the Fairhope Single Tax Corporation, did, on a referendum election, held November 15th, 1912, as provided by the constitution of said Corporation, ratify the foregoing act of the Executive Council, by a majority vote of the members so, voting:

Now, Therefore, in consideration of the premises, and the further consideration that the said Railroad Company shall route its railroad through the land of the Fairhope Single Tax Corporation in Sections 16, 15, 14, 11 and 2, Township Six South, Range Two East, Baldwin County, Alabama, where agreed to by the officers of the said Corporation, and subject to the conditions stated, which include the resolutions adopted by the Fairhope Single Tax Corporation herein set out, and those hereinafter mentioned, the said Peoples Railroad Company is hereby given, from the time of taking possession thereof, as herein provided until Jan 1, 1918 authority to administer the said Fairhope Wharf, collecting the tolls therefrom and converting the same into its treasury, the same as revenues from other portions of its road connected therewith.

The said Peoples Railroad Company agrees to all of the provisions of this contract, and further, that during the time it is so in possession of said wharf, it will pay the taxes upon the same and keep it free from all liens or incumbrances and in altering, repairing or rebuilding same, it will either pay cash for the material and labor thereof, or make an agreement in writing with the parties furnishing labor or material, before same is furnished, whereby the said parties shall undertake to look alone to said Railroad Company for compensation, and waive the right to a lien



upon said wharf; it being the intent and purpose of this agreement that the said Railroad Company shall not have the power to create and liability or indebtedness for which said property would be liable, and should it fail to strictly comply with this condition, the Fairhope Single Tax Corporation may, at its option, declare this contract forfeited and resume possession and control of said wharf. At the expiration of the five year period, if the parties hereto cannot agree upon the terms for the further use or operation of the said wharf by the said Railroad Company, or as to the equities of the respective parties, it is agreed that such equities shall be submitted for determination to arbitration, one arbitrator to be selected by each party, and the two so chosen to name the third, and their award to be as final.

Provided that before the said Peoples Railroad Company shall be entitled to take possession of, operate, or secure the revenues of said wharf, it shall have built at least one mile of track connecting with said wharf and provided suitable means of transportation thereover, in addition to making satisfactory arrangements as provided herein, with the holders of certificates in said wharf, all of which must be done within the year 1913.

In witness whereof, the said parties have caused this instrument to be executed in accordance with their constitution and bylaws.

Attest:  
E B Gaston, Secretary.

Fairhope Single Tax Corporation,  
By Marion Smith, President.

Attest:  
E G Dougherty, Secretary.

Peoples Railroad Company,  
By E B Gaston, President.

State of Alabama,  
Baldwin County..)

I, George W Wood, a Notary Public in and for said County in said State, hereby certify that Marion Smith, whose name as President of Fairhope Single Tax Corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he, as such officer, and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand this 25th day of January, 1913.

(Seal)

George W Wood, Notary Public.

State of Alabama,  
Baldwin County..)

I, George W Wood, a Notary Public in and for said County in said State, hereby certify that E. B. Gaston, whose name as President of Peoples Railroad Company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 25th day of January, 1913.

(seal)

George W Wood, Notary Public.

Filed for record February 8th 1913,  
Recorded February 21st 1913.  
J H H Smith, Judge of Probate.

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(id)

Whereas, under date of January 15th, 1910, T G Holmes & Company, a partnership composed of T E Holmes and P E Holmes, did execute to J W Wade, as Trustee of the Union Naval Stores Company, a corporation chartered under the laws of West Virginia, a certain Deed of Trust which is recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Book 9 Mtgs, pages 250 to 252 inclusive, under date of January 22nd, 1910, and

Whereas, under date of February 3rd, 1911 T G Holmes & Company, a partnership composed of T G Holmes and P E Holmes, did execute to E C Huges, as Trustee for said Union Naval Stores Company, a certain Deed of Trust which is recorded in the office of Judge of Probate of Baldwin County, Alabama, in Book 10 Mtgs, pages 179 and 180 under date February 4th, 1911, and

Whereas, under date of February 1st, 1912 T G Holmes & Company, a partnership composed of T G Holmes and P E Holmes, did execute to E C Huges, as Trustee for the Union Naval Stores Company, a certain Deed of Trust which is recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Book 12 Mtgs, pages 118 and 119, under date of February 14th, 1912, and

Whereas, the indebtedness secured by the three said Deeds of Trust have been paid and satisfied in full,

Now therefore, Know All Men By These Presents, that the undersigned Union Naval Stores Company does hereby acknowledge the payment in full of all of said indebtedness, and does in consideration of said payment hereby remise, release and forever quitclaim unto the said T G Holmes and P E Holmes, the lands described in said Deeds of Trust, and does hereby nominate constitute and appoint J H H Smith, Judge of Probate its true and lawful attorney in fact for it and in its name, place and stead to cancel said Deeds of Trust upon the margins of the records of said Deeds of Trust.

In witness whereof the Union Naval Stores Company has caused this instrument to be executed in its name by W J L' Engle, its President and E Wood, its Secretary, and has affixed hereto its corporate seal this 15th day of February, A. D. 1913.

(Corporate Seal)  
Attest: E Wood Secretary.

Union Naval Stores Company,  
By W J L' Engle President

State of Louisiana,  
Parish of Orleans..)

I, William M Hannon, a Notary Public in and for said Parish in said State, hereby certify that W J L' Engle and E Wood, whose names are signed to the foregoing instrument as President and Secretary respectively of the Union Naval Stores Company, a corporation, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument they as such officers and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 15th day of February, A D 1913.

(Seal)

W M Hannon Not Pub

Filed for record February 18th 1913,  
Recorded February 21st 1913.  
J H H Smith, Judge of Probate.

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