



**IN THE CIRCUIT COURT OF DALLAS COUNTY, ALABAMA**

**RAIL CONNECTION, INC.**  
**PLAINTIFF,**

**VS.**

**WILLIAM H. HUFFMAN, III, ET AL**  
**DEFENDANTS,**

**CASE NO. CV-2024-900137.00**

**AND**

**WILLIE A. PALMER, JR.**  
**INTERVENOR/PLAINTIFF**

**MOTION TO DISMISS INTERVENOR'S COMPLAINT AS AMENDED OR, IN  
THE ALTERNATIVE, TO SET ASIDE OR QUASH THE COURT'S ORDER OF  
MAY 20, 2025, GRANTING THE INTERVENOR PLAINTIFF'S MOTION TO  
INTERVENE**

Come now Defendants: Galbraith McFadden Weaver, Leah Perdue Weaver, First Cahawba Bank and First Cahawba Bancshares (hereinafter individually referred to as Mr. Weaver, Mrs. Weaver, FCB and Bancshares, respectively, and collectively referred to as Defendants), by and through their undersigned attorney of record, James B. McNeill, Jr, and move this Court to dismiss the Intervenor Plaintiff's (hereinafter Mr. Palmer) Complaint for failure to state a claim upon which relief can be granted pursuant to Rule 12(b)(6) A.R.Civ.P. and concurrently and in the alternative, to set aside this Court's order of May 20, 2025, granting Mr. Palmer's Motion to Intervene under Rule 19(a) A.R.Civ.P. (sic.) (Motions to Intervene are provided for in Rule 24 A.R.Civ.P.; whereas, Rule 19(a) A.R.Civ.P. provides for Interpleader. On May 20, 2025, Mr. Palmer filed a Notice of Correction to correct the citation of Rule 19(a) A.R.Civ.P. to Rule 24(a) A.R.Civ.P. [Doc. 45]).

**Narrative Summary of Undisputed Material Facts**

1. Mr. Palmer filed a Motion to Intervene on May 13, 2025 (Doc. 43) as corrected on May 20, 2025 (Doc.45)

In the first paragraph of his motion, he identifies himself as "the lawful owner of a 20-acre parcel of land located in Dallas County, Alabama" which he described as follows:

"Beginning at the Northwest corner of Section 18, Township 16, Range 10, and run thence East along the Section Line 1000 feet; thence South 793 feet; thence Southwestwardly to the West line of Section 18; thence North along said West Line 985 feet to the point of beginning and containing 20-acres more or less and lying and being in the northwest Quarter of the Northwest Quarter of Section 18, Township 16, Range 10 and being the same property referred to in Deed Books 313 Page 338; 348, Page 580; 312, Page 310 of the Probate Records of Dallas County, Alabama";

and which Mr. Palmer states is recorded in Deed Book 1552, Page 162, in the Dallas County Probate Office. In Paragraph 2 of his motion Mr. Palmer states that his property is improperly and unlawfully referenced in multiple recorded deeds "involved in this case," which deeds he identifies in Paragraph 3 of his motion to include the following:

- Warranty Deed dated May 17, 2005 (Book 1317, Pages 300-303)
- Warranty Deed dated December 8, 2005 (Book 1607, Pages 779-783)
- Warranty Deed dated September 8, 2020 (Book 1607, Pages 774-778)
- Statutory Warranty Deed dated October 9, 2020 (Book 1609, Pages 538-541).

In Paragraph 4 of his motion Mr. Palmer asserts that "These deeds contain misleading language including a Less and Except clause, which falsely implies that the sellers had ownership interest in Intervenor's [Mr. Palmer's] land," and in Paragraph 5, he states that as a result, his "title has been clouded, interfering with legal ownership and causing financial harm, emotional distress, and hardship." Finally in Paragraph 6, he claims that he is "a necessary and indispensable party to this action under Rule 19(a) A.R.Civ.P., as disposition of the current case in Intervenor's [Mr. Palmer's] absence may impair or impede Intervenor's [Mr. Palmer's] ability to protect his interest." Accordingly, the only assertion by Mr. Palmer in support of his motion to intervene was that the deeds he identified in Paragraph 3 contain misleading language in a "Less and Except" clause falsely implying that other people had an ownership interest in his land and that his title had been clouded thereby.

2. The original complaint in this action was brought by a single plaintiff, Rail Connection, Inc., against two defendants, William H. Huffman, III, and Susan O'Neil Huffman, in which it is alleged that the parties are tenants in common of three separately described parcels located in Dallas County, Alabama, the descriptions of which are set out on Page 2 of the original complaint. The description for PARCEL II is set out as follows:

PARCEL II:

Tracts No. One (1), Two (2) and Three (3) according to a map or

plat of the A.J. Mullen Subdivision, which is recorded in Map Book 1, Page 130, in the Probate Office of Dallas County, containing 88.75 acres, more or less. *LESS AND EXCEPT Beginning at the northwest corner of the Northwest Quarter (NW 1/4) of Section 18, Township 16, Range 10, and from said point running East along the section line one thousand (1,000) feet, more or less, then run South at right angles with said section line a distance of seven hundred ninety three (793) feet, thence run in a southwestwardly direction to a point on the West section line of Section 18, which is nine hundred fifty-eight feet (958) feet due South of the point of beginning. Said property being in the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of Section 18, Township 16, Range 10.* (Emphasis added.) All of the above-described property containing in the aggregate 68.75 acres, more or less.

The property described in the LESS AND EXCEPT language of the description is a 20 acre tract which is *exactly the same property* described by Mr. Palmer in Paragraph 1 of his motion to intervene. Therefore, since his property was not subject to a sale for division under the allegations of the original complaint, Mr. Palmer could not have been "a necessary

and indispensable party" to the original complaint as his property was *excluded* from that sale for division and nothing therein could have clouded his title to the twenty acre tract described in Paragraph 1 of the complaint and being the only property, he claims to own in his complaint.

3. Moreover, an examination of the four deeds specifically referred to in Paragraph 3 of Mr. Palmer's motion to intervene and the First Cahawba mortgage referred to in Paragraph 70 of Mr. Palmer's Supplemental Amended Complaint (Doc. 124), and which will be offered at a hearing on this motion, reveals that each contains the following identical "Less and Except" Clause:

LESS AND EXCEPT Beginning at the northwest corner of the Northwest Quarter (NW 1/4) of Section 18, Township 16, Range 10, and from said point running East along the section line one thousand (1,000) feet, more or less, then run South at right angles with said section line a distance of seven hundred ninety three (793) feet, thence run in a southwestwardly direction to a point on the West section line of Section 18, which is nine hundred fifty-eight feet (958) feet due South of the point of beginning. Said property being in the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of Section 18, Township 16, Range 10.

This LESS AND EXCEPT clause is, again, *exactly the same* as the description of Mr. Palmer's property in Paragraph 1 of his motion to intervene and is *exactly the same* as the Less and Except clause contained in the description of Parcel II in the original

plaintiffs complaint for sale for division. Therefore, nothing set out in these Less and Except clauses could have been misleading or could have inferred that anyone else had an ownership interest in Mr. Palmer's land, and nothing contained in the Less and Except clause could have clouded the title to Mr. Palmer's 20 acre tract. In fact, if this Court were to strike these Less and Except clauses from the referenced deeds, such action would *create* a cloud on the title of Mr. Palmer's land.

4. Although Mr. Palmer makes a number of allegations in his complaint, the gravamen of his claim is his contention that CSX Transportation is wrongfully claiming an easement on which to perform maintenance of railroad tracks located in the northwest corner of Mr. Palmer's 20 acre tract. See generally Paragraphs 26-47 of Mr. Palmer's original complaint (Doc. . However, CSX Transportation was not a party in the original complaint which specifically excluded Mr. Palmer's 20 acre tract as set out above.
5. Mr. Palmer claims, beginning in Paragraph 35 on page 6 of his Supplemental Amended Complaint (Doc. 124) of the existence of historical, fraudulent conveyances. The descriptions in deeds and mortgages mentioned by him in Paragraphs 54, 57, 63, 70, 72, 73, and 75 of his Supplemental Amended Complaint do not include or convey the 20 acre parcel of land owned by Mr. Palmer and located in the NW corner of Section 18, Township 16, Range 10. Therefore, these instruments could not have clouded the title to Mr. Palmer's land or resulted in any actionable claim against the Defendants.

**Mr. Palmer's Intervenor's Complaint is due to be dismissed against the Defendants pursuant to Rule 12(b)(6) A.R.Civ.P., for its failure to state a claim upon which relief can be granted in this action.**

1. Although Mr. Palmer's complaint asserts various claims, the Defendants submit that an examination of the complaint, and specifically including those portions of the complaint set out in the above Narrative Summary of Undisputed Material Facts shows that all of the claims asserted by Mr. Palmer against the Defendants fail to state claims upon which relief can be granted to him in this action because every instrument in which the Defendants were involved and about which Mr. Palmer complains, clearly and unequivocally show that his land as specifically described by him in the first paragraph of his motion to intervene was excluded from those deeds identified in Paragraph 3 of his motion by less and except clauses which were identical to Mr. Palmer's description of the land owned by him. Further, the legal description contained in the mortgage security agreement prepared by Hobbs and Hain referred to in Paragraph 52 of the Mr. Palmer's Original Amended Complaint (Doc. 63) conveys land in the NE ¼ of Section 18, Township 16, Range 10, and is not pertinent to the NW ¼ of Section 18 in which Mr. Palmer's 20 acre tract is located. Accordingly, there is no relief that is available to Mr. Palmer in this action because no actions of the Defendants clouded the title to Mr. Palmer's land or interfered with his use, possession, and enjoyment thereof.
2. The Defendants submit that an examination of the Mr. Palmer's complaint(s) shows that there is no relief that can be ordered by the Court in his favor, then his complaint,

as amended, absolutely fails to state a claim upon which relief can be granted and is subject to dismissal under Rule 12(b)(6).

3. The Defendants further submit that Mr. Palmer can prove no set of facts that entitle him to relief against the Defendants.

**Alternative motion to set aside or quash this Court's order granting Mr. Palmer's motion to intervene under Rule 19 (a) A.R.Civ.P as being improvidently granted.**

4. Although Mr. Palmer styled his motion as a "Motion to Intervene" he actually intended it as a motion for joinder under Rule 19 (a) A.R.Civ.P., because in his motion he specifically refers to Rule 19(a) and he states in Paragraph 6, that he "is a necessary and indispensable party to this action under Rule 19(a) as disposition of the current case in Intervenor's [Mr. Palmer's] absence may impede Intervenor's [Mr. Palmer's] ability to protect his interest." Rule 19(a) provides that a person may be joined as a party if "(1) in the person's absence complete relief cannot be accorded among those already parties, or (2) the person claims an interest relating to the subject of the action and is so situated that the disposition of the action in the person's absence many (i) as a practical matter impair or impede the person's ability to protect that interest or (ii) leave any of the persons already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of the claimed interest."

5. Likewise, under Rule 24(a) A.R.Civ.P. in order to intervene in an action "the applicant claims an interest relating to the property or transaction which is subject of the action and the applicant is so situated that the disposition of the action may as a practical matter impair or impede the applicant's ability to protect that interest..." When this Court granted Mr. Palmer's Rule 19(a) motion, it did so based on Mr. Palmer's allegation that the disposition of the case brought by Rail Connections, Inc., against William H. Huffman III and Susan O'Neil Huffman for a sale for division would, in Mr. Palmer's absence, impair or impede his ability to protect his interest.

6. An examination of the original complaint for sale for division showed that Mr. Palmer had no interest in the property, which was the subject of the sale for division because his 20 acre tract was specifically excluded from that property by a "Less and "Except" clause which identified Mr. Palmer's property exactly as he described it in Paragraph 1 of his motion.

7. Therefore, this Court granted Mr. Palmer's motion based on his misrepresentation that the disposition of the original complaint would impair his ability to protect his interest in his 20 acre tract of land.

8. Any claim that Mr. Palmer may possess with regard to an easement for railroad tracks claimed by CSX Transportation in the northwest corner of his property should have, and must have, been brought as a separate and independent action.

9. Accordingly, Defendants submit that this Court's order dated May 20, 2025, is due to be set aside or quashed as being improvidently granted.

WHEREFORE, for the reasons set out above, Defendants Galbraith McFadden Weaver,

Leah Perdue Weaver, first Cahawba Bank and First Cahawba Bancshares, Inc. move this Court to dismiss the Intervenor Plaintiff's complaint against these Defendants for failure to state a claim upon which relief can be granted under Rule 12(b)(6) A.R.Civ.P, or in the alternative, to set aside or quash this Court's order granting the Intervenor Plaintiffs motion under Rule 19(a) (sic) as corrected to Rule 24(a) as being improvidently granted.

Respectfully submitted,

/s/ James B. McNeill, Jr.

James B. McNeill, Jr.(MCN005)

Attorney for the following Defendants named  
in the Intervenor's Complaint as amended:

Galbraith McFadden Weaver, Leah Perdue Weaver,  
and First Cahawba Bancshares, Inc.

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#### **Request for Oral Argument:**

The Defendants request the opportunity for oral argument on the foregoing motion.

#### **CERTIFICATE OF SERVICE**

I do hereby certify that I have on October 8, 2025, filed the above notice through the Alafile Filing System which will electronically serve copies of the foregoing on Counsel for the parties of record by electronic means, except for the following parties who were served a copy of the foregoing by United States Mail, properly addressed, and first-class postage prepaid:

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/s/ James B. McNeill, Jr.  
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