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NANCY H. PALMER,	‡	IN THE CIRCUIT COURT OF
COMPLAINANT,	‡	BALDWIN COUNTY, ALABAMA
VS.	‡	IN EQUITY.
FREDERICK D. PALMER,	‡	CASE NO. _____
RESPONDENT.	‡	

Comes now respondent in the above styled cause and re-files the demurrers heretofore filed in said cause to the bill of complaint, as last amended, and to each and every paragraph, part and parcel thereof, separately and severally, and hereby sets down and assigns the following additional separate and several grounds to said bill of complaint, and to each and every part thereof, separately and severally, to-wit:

10. For that said bill of complaint fails to aver that complainant is a bona fide resident citizen of the State of Alabama.

11. For that said bill of complaint fails to aver that the separation of the parties occurred while they were residents of Baldwin County, Alabama.

12. For that said bill of complaint seeks to set up two separate and distinct grounds of divorce.

13. For that said complaint fails to aver that the complainant was a bona fide resident of the State of Alabama for twelve months next before the filing of the bill of complaint in this cause.

14. For that from ought that appears from the allegations of this bill of complaint, the complainant has not been a bona fide resident citizen of this State for twelve months next preceding the filing of the bill of complaint.

The respondent now demurs to that aspect of the bill, as last amended, seeking a divorce, and for grounds of demurrer separately and severally assign the following:

15. There is no equity in said aspect of the bill.

16. Said bill is duplicitous.

17. For that said bill seeks to set up more than one separate and distinct grounds for divorce.

18. For that the pleader sets up two separate and distinct grounds for divorce in the same paragraph of the said bill.

19. For that said complaint fails to aver that the complainant has lived separate and apart from the bed and board of the husband for two years and without support from him for two years next preceding the filing of the bill.

20. For that said complaint fails to aver that the complainant has bona fide resided in the State for two years next preceding the filing of the bill.

21. For that said bill fails to state a statutory ground for divorce.

The respondent now demurs to that aspect of the bill, as last amended, seeking a reference to determine who has paid any part of the consideration in connection with the leases and transfer.

22. There is no equity in said aspect of the bill.

23. Said aspect of the bill is wholly without equity.

24. For that no facts are averred which warrant the necessity of holding such reference.

25. For that said bill fails to aver that both parties contributed to the payment of the consideration in connection with the leases and transfer.

26. For that the bill shows on its face that these are matters clearly within the knowledge of complainant and the facts and circumstances in connection therewith should be alleged clearly and precisely.

27. For that said bill fails to aver that the complainant has paid any part of the consideration in connection with the leases and transfer.

28. From ought that appears from the allegations of said bill of complaint no actual consideration was paid in connection with the leases and transfer mentioned in said bill of complaint.

29. For that said bill fails to aver the amount of the actual consideration paid by complainant in connection with the leases and transfer.

30. For that said bill does not allege any facts showing that an accounting is due between the parties hereto.

31. For that said bill fails to aver that the parties hereto were partners in and about the operation of the fishing camp and restaurant.

The respondent now demurs to that aspect of the bill, as last amended, seeking a resulting trust in favor of complainant in connection with the leases and transfer mentioned in said bill of complaint and sets down and assigns the following separate and several grounds of demurrer, to-wit:

32. For that said aspect of the bill is without equity.

33. For that said bill fails to aver facts upon which a resulting trust could be declared in favor of complainant.

34. For that said bill fails to aver any relationship between the complainant and the respondent which would give rise to a trust in complainant's favor.

35. For that the terms of the alleged lease are not set out with sufficient clarity.

36. For that from ought that appears from the allegations of the bill of complaint the leases were fraudulently procured from the State of Alabama and are therefore void.

37. For that the alleged lessor is not a party to this bill of complaint.

38. For that said bill of complaint shows on its face that there is a nonjoinder of parties respondent.

39. For that said bill shows on its face that there is a nonjoinder of parties complainant.

40. For that the bill shows that the lessor of the property referred to in the said bill of complaint is a necessary and indispensable party insofar as this aspect of the bill is concerned.

41. For that from ought that appears the complainant made respondent a gift of the leases.

42. For that said bill does not allege that respondent is indebted to complainant.

43. For that said bill does not allege the amount that complainant paid "for such leases or for the rentals thereunder".

44. For that said bill of complaint does not allege the amount of the consideration allegedly paid by complainant for the

leases or for the purchase of the equipment referred to in the conveyance from Stoll and Tew.

45. For that the allegation "for a recited consideration of Two Thousand (\$2,000.00) Dollars" fails to allege the actual and true consideration.

46. For that said bill fails to allege the respective interests of the parties in and to the property described in the bill of complaint.

47. For that said bill shows on its face that the leasehold interest of the property described in the bill of complaint is the property of respondent.

48. For that said bill of complaint shows on its face that the lease involved and was concerned with the right on the part of respondent to engage in certain activities on said property.

49. For that the allegations of the bill of complaint show that the alleged lease involved a privilege personal to respondent which would render it legally and capable of transfer, assignment, or conveyance.

50. For that it affirmatively appears from the allegations of said bill of complaint that the leasehold interest of respondent is not subject to or capable of being impressed with a resulting trust.

51. For that said bill shows that the lease involved personal services on the part of respondent.

52. For that said bill fails to aver any facts which would entitle complainant to alimony.

SKIDMORE & FINNELL

BY B. W. Skidmore
Solicitors for Respondent.

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1. The first section of the act provides that the Board of Registrars shall have the honor of presenting to the Legislature a bill for the purpose of amending the act in such manner as may be necessary to conform to the provisions of the act as amended by the Legislature.

2. The second section of the act provides that the Board of Registrars shall have the honor of presenting to the Legislature a bill for the purpose of amending the act in such manner as may be necessary to conform to the provisions of the act as amended by the Legislature.

3. The third section of the act provides that the Board of Registrars shall have the honor of presenting to the Legislature a bill for the purpose of amending the act in such manner as may be necessary to conform to the provisions of the act as amended by the Legislature.

4. The fourth section of the act provides that the Board of Registrars shall have the honor of presenting to the Legislature a bill for the purpose of amending the act in such manner as may be necessary to conform to the provisions of the act as amended by the Legislature.

5. The fifth section of the act provides that the Board of Registrars shall have the honor of presenting to the Legislature a bill for the purpose of amending the act in such manner as may be necessary to conform to the provisions of the act as amended by the Legislature.

6. The sixth section of the act provides that the Board of Registrars shall have the honor of presenting to the Legislature a bill for the purpose of amending the act in such manner as may be necessary to conform to the provisions of the act as amended by the Legislature.

7. The seventh section of the act provides that the Board of Registrars shall have the honor of presenting to the Legislature a bill for the purpose of amending the act in such manner as may be necessary to conform to the provisions of the act as amended by the Legislature.

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 ALICE L. DUCK, Registrar

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8. The eighth section of the act provides that the Board of Registrars shall have the honor of presenting to the Legislature a bill for the purpose of amending the act in such manner as may be necessary to conform to the provisions of the act as amended by the Legislature.

9. The ninth section of the act provides that the Board of Registrars shall have the honor of presenting to the Legislature a bill for the purpose of amending the act in such manner as may be necessary to conform to the provisions of the act as amended by the Legislature.

10. The tenth section of the act provides that the Board of Registrars shall have the honor of presenting to the Legislature a bill for the purpose of amending the act in such manner as may be necessary to conform to the provisions of the act as amended by the Legislature.

NANCY H. PALMER,	¶	
COMPLAINANT,	¶	IN THE CIRCUIT COURT OF
VS.	¶	BALDWIN COUNTY, ALABAMA
FREDERIC D. PALMER,	¶	IN EQUITY.
RESPONDENT.	¶	

Comes now respondent in the above styled cause and, without waiving demurrers heretofore filed in this cause, but earnestly insisting on same, says in answer to the bill of complaint, as last amended, as follows, to-wit:

1. Respondent admits the allegations contained in the first paragraph of said bill of complaint.

2. In answer to the second paragraph of said bill of complaint, as last amended, respondent admits that he and complainant were married on or about July 29, 1944, and that they lived together as man and wife until about the month of September, 1952. Respondent denies each and every other allegation in said paragraph and hereby demands strict proof thereof.

3. In answer to paragraph three of the bill of complaint, as last amended, respondent denies that he paid no part of the consideration for the leases referred to in said paragraph and for the purchase of the equipment referred to therein and denies that such consideration and the rentals due under said leases were paid by complainant. Respondent further denies that such leases and transfer were or are the property of complainant and respondent expressly denies that complainant owns any property interest whatsoever therein. Respondent also denies that complainant erected a fishing camp and restaurant on said premises as alleged in said paragraph; Respondent also denies expressly the first sentence of said paragraph. Except as hereinabove denied, respondent admits the allegations of said third paragraph and as for the portions of said third paragraph which respondent denies, he hereby demands strict proof of same.

SKIDMORE & FINNELL

By E. W. Skidmore
Solicitors for Respondent.

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ALICE J. DICK, Register

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SKIDMORE & FINNELL
ATTORNEYS AT LAW
411-414 ALSTON BUILDING
TUSCALOOSA, ALABAMA

E. W. SKIDMORE
J. WAGNER FINNELL
MCCOY DAVIDSON

December 12, 1953

Mrs. Alice J. Duck
Register in Chancery
Bay Minette, Alabama

Re: Nancy H. Palmer
vs.
Frederick D. Palmer

Dear Mrs. Duck:

Enclosed herewith I hand you additional demurrers in
the above styled cause which I will appreciate your
placing in the file of this case.

Thanking you in advance for this favor, I am

Yours very truly,



E. W. Skidmore.

EWS:ek

Encl.

NANCY H. PALMER,

Complainant,

vs.

FREDERIC D. PALMER,

Respondent.

I

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I

IN THE CIRCUIT COURT OF

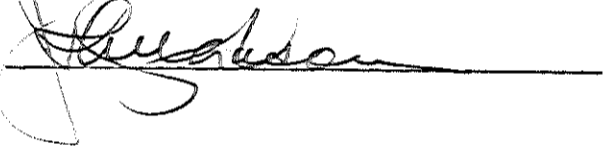
BALDWIN COUNTY, ALABAMA

IN EQUITY

Comes the Respondent in the above styled cause and waives notice of the taking of testimony in said cause and notice of submission of said cause and agrees that the testimony may be taken and the cause submitted without further notice to him.


Respondent.

Witnesses:



NANCY H. PALMER,

Complainant,

vs.

FREDERIC D. PALMER,

Respondent.

Y

Y

Y

Y

Y

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY

Comes the Complainant in the above styled cause and amends her Bill of Complaint filed in said cause as last amended by striking therefrom Paragraph "THIRD".

Nancy H. Palmer
Complainant.

- Q. Did you live together as man and wife immediately after said marriage until the month of September, 1952?
- A. Yes, sir.
- Q. Now in September, 1952, did Frederic D. Palmer voluntarily abandon your bed and board, without just cause or legal excuse?
- A. Yes, sir.
- Q. Has he failed and refused to live with you since that time?
- A. Yes, sir.
- Q. Has he supported you since the abandonment?
- A. No.
- Q. Have you and Frederic D. Palmer lived together as man and wife since September, 1952?
- A. No.
- Q. Have you and Frederic D. Palmer on this day entered into a separation agreement by way of a property division in lieu of alimony?
- A. Yes, sir.
- Q. That instrument is a separate written instrument and has already been signed and delivered, has it not?
- a. That is right.
- Q. You have stricken from your complaint any reference to alimony or property division?
- A. Yes, sir.

STATE OF ALABAMA

BALEWIN COUNTY.

I hereby certify that the foregoing, consisting of two pages, is a true and correct transcript of the testimony as taken by me in the above styled cause, in open court, before Hon. Hubert M. Hall, Judge of said Court.

This 23rd day of April, 1954.

Louise D. Dancy
Court Reporter

1954 APR 23 10 54 AM

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COMMUNICATIONS SECTION

TO: SAC, NEW YORK
FROM: SAC, PHOENIX
SUBJECT: [Illegible]

RE: [Illegible]

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APR 23 1954

ALICE J. DUCK, Register

DIVORCE DECREE:

NANCY H. PALMER,
Complainant,

VS.

FREDERIC D. PALMER,
Respondent.

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

This cause coming on to be heard was submitted upon Bill of Complaint as last amended, answer and waiver and testimony taken orally before the Court, and upon consideration thereof, the Court is of the opinion that the Complainant is entitled to the relief prayed for in said bill as last amended.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore existing between the complainant and the Respondent, be and the same are hereby dissolved, and that the said NANCY H. PALMER is forever divorced from the said FREDERIC D. PALMER for and on account of Abandonment.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that neither party to this suit shall again marry except to each other until sixty days after the rendition of this decree, and that if appeal is taken within sixty days, neither party shall again marry except to each other during the pendency of said appeal.

IT IS FURTHER ORDERED that the Complainant and Respondent be, and they are hereby permitted to again contract marriage upon the payment of the cost of this suit.

IT IS FURTHER ORDERED that Nancy H. Palmer, the Complainant, pay the cost herein to be taxed, for which execution may issue.

This 23rd day of April, 1954.

Hubert M. Hall

Judge Circuit Court, in Equity.

SKIDMORE & FINNELL
ATTORNEYS AT LAW
411-414 ALSTON BUILDING
TUSCALOOSA, ALABAMA

E. W. SKIDMORE
J. WAGNER FINNELL
MCCOY DAVIDSON

January 19, 1954

Mrs. Alice J. Duck
Register in Chancery
Bay Minette, Alabama

Re: Nancy H. Palmer
vs
Frederic D. Palmer

Dear Mrs. Duck:

Enclosed herewith I hand you answer in the above case
which I would appreciate your filing.

Sincerely yours,



E. W. Skidmore.

EWS:ek

Encl.

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MICHAEL L. DICK, Registrar

NANCY E. PALMER,	I	
Complainant,	I	IN THE CIRCUIT COURT OF
vs.	I	BALDWIN COUNTY, ALABAMA
FREDERIC D. PALMER,	I	IN EQUITY.
Respondent.	I	

Comes your Complainant, Nancy E. Palmer, and amends her Bill of Complaint heretofore filed in said cause against Frederic D. Palmer, so that the same shall read as follows:

FIRST:

That your Complainant and the Respondent are both over the age of twenty-one years and that your Complainant is a resident citizen of Baldwin County, Alabama, and she has been such citizen continuously since 1948; that the Respondent is now a resident of Tuscaloosa, Alabama, where he has resided since September, 1952; that at the time of the separation hereinafter complained of the Respondent and your Complainant were both resident citizens of Baldwin County, Alabama; that such separation occurred in Baldwin County, Alabama.

SECOND:

That your Complainant and the Respondent were married on heretofore, to-wit, July 29, 1944, and they lived together as man and wife until during the month of September, 1952, when the Respondent voluntarily abandoned the bed and board of your Complainant without just cause or legal excuse and he has failed and refused to live with her since that time. That he has not supported her since such abandonment. That the Complainant and the Respondent have not lived together as man and wife since September, 1952.

THIRD:

That at the time of the marriage of your Complainant and the Respondent your Complainant had approximately Eleven Thousand Dollars (\$11,000.00) in cash, and the Respondent had practically no money or property at all. That the State of Alabama, acting by and through Bert E. Thomas as director of conservation of such State with the approval of the Governor of such State and with the approval of the

Attorney General of such State entered into a lease agreement on November 2, 1946, with C. Fred Stoll, Jr. and William E. Tew in and by the terms of which lease agreement there was leased to the said Stoll and Tew the following described land located in Baldwin County, Alabama, viz:

Beginning at a point 3924 feet West of the West end of the Apalachee River Bridge, running thence West along the right-of-way of Highway No. 90 a distance of 200 feet, thence North and at right angles to the said right-of-way to the water's edge, thence Easterly along the water's edge to a point directly North of the point of beginning, thence South to the point of beginning.

to be used for the purpose of a hunting and fishing camp for a period of ten (10) years from the date thereof. That on November 2, 1948, the said C. Fred Stoll, Jr. and William E. Tew transferred their interest in such lease and conveyed all improvements located thereon to F. D. Palmer for a recited consideration of \$2000.00. That on March 22, 1950, the State of Alabama acting by and through Bert E. Thomas as director of the conservation department of Alabama with the approval of the Governor of Alabama entered into a lease agreement with F. D. Palmer as assignee of C. Fred Stoll, Jr. and William E. Tew covering the property hereinabove-described and granted unto the said F. D. Palmer the right to operate a filling station on said property and to engage in selling food, drinks and supplies thereon and granted him an option to renew said lease for an additional period of ten (10) years at the expiration thereof. That on November 24, 1950, the State of Alabama acting by and through Phillip J. Hamm as director of the department of conservation of such State with the approval of the Governor entered into a lease with F. D. Palmer covering the following described land in Baldwin County, Alabama, viz:

From a point in center line of Highway U. S. 90 4124 feet west of the west end of the floor slab of the Apalachee River Bridge, measured along the center line of said highway, thence northwardly and perpendicular to said highway 150 feet to point of beginning, which point is on north right-of-way boundary of said highway, thence northwardly along extension of said perpendicular line 300 feet to a point in Chacalcochee Bay, thence westwardly and parallel to center line of highway 100 feet to another point in said bay thence southwardly and perpendicular to highway center line 300 feet to north highway boundary line thence eastwardly along said boundary line 100 feet to point of beginning.

which lease recited that it was for a period of ten (10) years and to be used for a hunting and fishing camp and the operation of a restaurant. That such leases are still in full force and effect.^X That the said F. D. Palmer referred to therein paid no part of the consideration for any of such leases or for the purchase of the equipment referred to in the conveyance from Stoll and Tew but all of the consideration was paid by your Complainant and all rentals due thereunder have been paid by your Complainant. That such leases and transfer were taken in the name of F. D. Palmer but were in truth and fact and still are the property of your Complainant and she was and is the party in interest and a resulting trust should be declared by this Court in her favor. That said Complainant has not made a gift to the Respondent of any part of the money paid for such leases or for the rentals thereunder. That soon after such leases were taken in the name of the said Respondent your Complainant erected a fishing camp and a restaurant thereon and your Complainant has operated such restaurant continuously up to this time.

PRAYER FOR PROCESS AND RELIEF

The premises considered, your Complainant prays that the above named Frederic D. Palmer be made a party Defendant to this cause by the usual writ or process of this Honorable Court requiring him to appear and plead, answer or demur within the time and under the penalties prescribed by the rules of this court and the Statutes in such cases made and provided; that a reference be held by this Court to determine who has paid any part of the consideration in connection with the leases and transfer above mentioned and the improvements made thereon; that your Honor will order and decree that the said Respondent is holding such leases as Trustee for your Complainant and that a resulting trust has arisen in connection with such transaction; that your Honor will also ascertain and fix a reasonable amount of alimony to be paid your Complainant by the Respondent and that such amount be made payable in a lump amount and should this Court determine that the Respondent has an interest in such leases or improvements placed thereon, in that event, that this Court will order and decree that any interest owned by the Respondent therein be transferred and assigned to your Complainant in payment of alimony due by such Respondent to her; that upon a

final hearing of this cause that your Honor will grant unto your Complainant an absolute divorce from said Respondent; that your Honor will also decree that the Complainant be allowed to remarry if she sees fit. Should your Complainant be mistaken in the relief prayed for, that there be granted to her such other, further and different relief to which she may be entitled and as in duty bound she will ever pray.

Chason & Stone
T. J. Chason
Solicitors for Complainant

CHASON & STONE

Solicitors for Complainant

STATE OF ALABAMA)
BALDWIN COUNTY)

IN THE CIRCUIT COURT - IN EQUITY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Frederic D. Palmer to appear and plead, answer or demur, within thirty days from the service hereof, to the Bill of Complaint filed in the Circuit Court of Baldwin County, Alabama, In Equity, by Nancy H. Palmer, as Complainant, against Frederic D. Palmer, as Respondent.

Witness my hand this 20th day of October, 1953.



Register

NANCY H. PALMER,	I	
Complainant,	I	IN THE CIRCUIT COURT OF
vs.	I	BALDWIN COUNTY, ALABAMA
FREDERIC D. PALMER,	I	IN EQUITY
Respondent.	I	

Comes your Complainant, Nancy H. Palmer, and files this her Bill of Complaint against Frederic D. Palmer and shows unto this Court and unto your Honor as follows:

FIRST:

That your Complainant and the Respondent are both over the age of twenty-one years and that your Complainant is a resident citizen of Baldwin County, Alabama and she has been such citizen continuously since 1948; that the Respondent is now a resident of Tuscaloosa, Alabama where he has resided since April, 1952; that at the time of the separation hereinafter complained of the Respondent and the Complainant were both resident citizens of Baldwin County, Alabama.

SECOND:

That your Complainant and the Respondent were married on heretofore, to-wit, July 29, 1944 and they lived together as man and wife until during the month of September, 1952 when the Respondent voluntarily abandoned your Complainant without just cause or legal excuse and he has failed and refused to live with her since that time. That the Complainant and the Respondent have not lived together as man and wife since September, 1952.

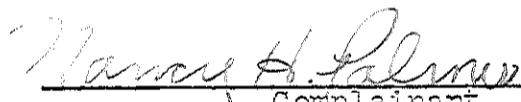
THIRD:

That at the time your Complainant married the Respondent she had approximately Eleven Thousand Dollars (\$11,000.00) in cash; that in the year 1948 your Complainant leased certain lands on the Bay Bridge Causeway on U. S. Highway No. 90 for the purpose of erecting a fishing camp and a restaurant, which lease was taken in the name of the Respondent; that your Complainant paid the consideration for this lease and has continued to pay the annual rentals thereon with her own money. That your Complainant erected the building located thereon

and your Complainant has operated such restaurant since its erection. That the Respondent had no money at the time of their marriage and has not put any money into the property above referred to and the other property owned by your Complainant.

PRAYER FOR PROCESS AND RELIEF

The premises considered, your Complainant prays that the above named Frederic D. Palmer be made a party Defendant to this cause by the usual writ or process of this Honorable Court requiring him to appear and plead, answer or demur within the time and under the penalties prescribed by the rules of this court and the Statutes in such cases made and provided; that your Honor will order and decree that the Respondent be required to transfer the lease from the State of Alabama to your Complainant; that upon a final hearing of this cause that your Honor will grant unto your Complainant an absolute divorce from said Respondent; that your Honor will also decree that the Complainant be allowed to remarry if she sees fit. Should your Complainant be mistaken in the relief prayed for, that there be granted to her such other, further and different relief to which she may be entitled and as in duty bound she will ever pray.


Complainant

CHASON & STONE

Solicitors for Complainant

NANCY H. PALMER, | IN THE CIRCUIT COURT OF
 COMPLAINANT, | BALDWIN COUNTY,
 VS | ALABAMA,
FREDERICK D. PALMER, | IN EQUITY.
 RESPONDENT. | CASE NO. _____

Comes now the Respondent in the above styled cause and demurs to the bill of complaint exhibited against him and to each and every part and paragraph thereof, separately and severally, and hereby assigns the following separate and several grounds, to-wit:

1. For that said bill is without equity.
2. For that the allegations of said bill are insufficient as a basis for the relief prayed for therein.
3. For that it affirmatively appears from the allegations of said bill that venue is not properly laid.
4. For that the bill is insufficient in its averments in that the name of the Lessor is not stated.
5. For that from aught that appears there is a non-joinder of parties in said bill of complaint.
6. For that said bill of complaint does not state a statutory ground of divorce.
7. For that the Court is without jurisdiction to grant the relief prayed for under the averments of the bill of complaint.
8. For that said bill of complaint fails to aver that there is a resulting trust in the leasehold interest in the property referred to in said bill of complaint.
9. For that said bill of complaint is wholly without equity and the allegation thereof are vague, indefinite and uncertain.

SKIDMORE & FINNELL

By: E. W. Skidmore
Solicitors for respondent.

3121

RECORDED

Palmer
vs
Palmer

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WACE I. DICK, Register

W. I. Dick