

The State Of Alabama, } Circuit Court of Baldwin County, In Equity.
Baldwin County

To Any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon STEVEN STEJSKAL

of Baldwin County, to be and appear before the Judge of the Circuit Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by

EMILIE STEJSKAL

against said STEVEN STEJSKAL

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, R. S. Duck, Register of said Circuit Court, this 26th day of August, 1940, 193

R.S. Duck

Register

N. B. — Any party defendant is entitled to a copy of the bill upon application to the Register.

CHANCERY EXECUTION

BILL OF COST

No. 660 *Emilie Stejskal,*
Complainant

Vs. *Steuu Stejskal,*
Respondent

Plaintiff
Defendant

	Dollars	Cents		Dollars	Cents
FEES OF REGISTER					
Filing each bill and other papers	\$	10	Brought Forward		
Issuing each subpoena		50	For Receiving, keeping and paying out or distributing money, etc.; 1st \$1,000, 1%, all over \$1,000, and not over \$5,000, 3-4 of 1%; all over \$5,000 and not exceeding \$10,000, 1-2 of 1%, all over \$10,000 1-4 of 1%.	3	40
Issuing each copy thereof		40	Receiving, keeping and paying out money paid into court, etc., 1-2 of 1% of amount received.		
Entering each return thereof		15	Each notice sent by mail to creditor	15	
For each order of publication	1.00		Filing, receipting for and docketing each claim, etc.	25	
Issuing writ of injunction	1.50		For all entries on subpoena docket, etc.	50	
For each copy thereof	50		For all entries on commission docket, etc.	50	
Entering each return thereof	15		Making final record, per 100 words	15	2 00
Issuing writ of attachment	1.00		Certified copy of decree	1 00	
Entering each return thereof	50		Report of divorce to State Health Office	50	
Docketing each case	1.00	1 00	(Acts 1915)		
Entering each appearance	25		Total Fees of Register		
Issuing each decree pro confesso on per. ser.	1.00		FEES OF SHERIFF		
Issuing each decree pro confesso on publication	1.00		Serving and returning subpoena on deft	\$1 50	1 50
Each order appointing guardian	1.00		Serving and returning subpoena for witness	65	
Any other order by Register	50		Levying attachment	3 00	
Issuing commission to take testimony	50		Entering and returning same	25	
Receiving and filing	10		Selling property attached		
Endorsing each package	10		Impaneling Jury	75	
Entering order submitting cause	50	25	Executing writ of possession	2 50	
Entering any other order of court	25		Collecting execution for costs	1 50	1 50
Noting all testimony	50		Serving and returning sci. fa., each	65	
Abstract of cause, etc.	1.00		Serving and returning notice	65	
Entering each decree	75		Serving and returning writ of injunction	1 50	
For every 100 words over 500	15		Serving and returning writ of exeat	1 50	
Taking account, etc.	3.00		Taking and approving bonds, each	75	
Taking testimony, etc.	15		Collecting money on execution		
Each report, 500 words or less	2.50		Making deed	2 50	
For every 100 words over 500	15		Serving and returning application, etc.	1 00	
Amount claimed less than \$500, etc.	2.00		Serving attachment, contempt of court	1 50	3 00
Issuing each subpoena	25		Total Fees of Sheriff		
Witness certificate, each	25		RECAPITULATION		
Issuing execution, each	75	75	Register's Fees		5 40
Entering each return	15	15	Sheriff's Fees		3 00
Taking and approving bond, each	1.00		Commissioner's Fees		
Making copy of bill, etc.	15		Solicitor's Fees		
Each notice not otherwise provided for	50		Witness Fees		
Each certificate or affidavit, with seal	50		Guardian Ad Litem		
Each certificate or affidavit, no seal	25		Printer's Fees		
Hearing and passing on application, etc.	3.00		Trial Tax	3 00	3 00
Each settlement with receiver, etc.	3.00		Recording Decree in Probate Court		
Examining each voucher of receiver, etc.	10		Total		11 40
Examining each answer, etc.	3.00				
Recording resignation, etc.	75				
Entering each certificate to Supreme Court	50				
Taking questions and answers, etc.	25				
For all other ser. relating to such proceedings	1.00				
For services in proceeding to relieve minors, etc., same fees as in similar cases.					
Commission on sales, etc.: 1st \$100, 2 per ct.; all over \$100 and not exceeding \$1,000, 1 1-2 per ct; all over \$1,000, and not exceeding \$20,000, 1 per ct.; all all over \$20,000, 1-4 of 1 per ct.		3 40			
Sub Total Carried Forward					

THE STATE OF ALABAMA,
Baldwin County.

No. 660
CIRCUIT COURT, IN EQUITY May TERM, 1941

To any Sheriff of the State of Alabama—GREETINGS:
You are hereby commanded, That of the goods and chattels, lands and tenements of Emilie Stejskal Defendant
you cause to be made the sum of Dismissed without prejudice Dollars,
which Dismissed without prejudice Plaintiff.....
recovered of _____ on the 4th day of February 1941
by the judgment of our Circuit Court, held for the county of Baldwin, besides the sum of _____ Dollars,

costs of suit, and have the same to render to the said _____
and make return of this Writ and the execution thereof, according to law.
Interest from _____ 194 _____ to date of collection.
Witness my hand, this 2nd day of May 1941
R. S. Dural, Register.

WHEREFORE, THE PREMISES CONSIDERED, Complainant prays that your Honor will by proper process make the said Steven Stejskal party Respondent to this Bill of Complaint requiring him to plead, answer or demur to the same within the time and under the penalties prescribed by law and the practice of this Honorable Court.

Complainant prays that a day be set for hearing of the reference in this matter to determine the amount of alimony pendente lite and attorney fees pendente lite, and that upon the hearing of the same that this Honorable Court will grant your Complainant alimony pendente lite and attorney fees pendente lite as this Honorable Court shall deem just and proper.

Complainant prays that on the final hearing of this cause that this Honorable Court will give and grant unto her a decree of absolute divorce forever barring the bonds of matrimony existing between her and the Respondent Steven Stejskal, that your Complainant will further grant unto her the custody of the two children Rosie and Bessie Stejskal, age 16, and that your Honor will grant unto her, your Complainant, permanent alimony and also support and maintenance for these two girls as this Honorable Court shall deem just and proper taking into consideration the value of the assets of the Respondent and further tax the costs of this suit including a reasonable attorney fee to the Respondent Steven Stejskal and that any other expenses that might be attached to this proceeding be taxed as part of the court costs against the Respondent and that your Honor will give and grant unto her such other, different, further and/or general relief as she may be in equity and good conscience entitled to receive and as in duty bound she will ever pray.

Emilie Stejskal
Complainant
Wm. M. Brown
Solicitor for Complainant

FOOTNOTE: The Respondent, Steven Stejskal, is required to answer each and every allegation of the foregoing complaint numbered one to 5 inclusive but not under oath, oath being hereby expressly waived.

Emilie Stejskal
Complainant
Wm. M. Brown
Solicitor for Complainant

RECORDED

No. _____

The State of Alabama
BALDWIN COUNTY

IN EQUITY
Circuit Court of Baldwin County

vs.

NOTE OF TESTIMONY

Filed in Open Court this 26th
day of October 1940 193

R.S. Duck
REGISTER

WHEREFORE, THE PREMISES CONSIDERED, Complainant prays that your Honor will by proper process make the said Steven Stejskal party Respondent to this Bill of Complaint requiring him to plead, answer or demur to the same within the time and under the penalties prescribed by law and the practice of this Honorable Court.

Complainant prays that a day be set for hearing of the reference in this matter to determine the amount of alimony pendente lite and attorney fees pendente lite, and that upon the hearing of the same that this Honorable Court will grant your Complainant alimony pendente lite and attorney fees pendente lite as this Honorable Court shall deem just and proper.

Complainant prays that on the final hearing of this cause that this Honorable Court will give and grant unto her a decree of absolute divorce forever barring the bonds of matrimony existing between her and the Respondent Steven Stejskal, that your Complainant will further grant unto her the custody of the two children Rosie and Bessie Stejskal, age 16, and that your Honor will grant unto her, your Complainant, permanent alimony and also support and maintenance for these two girls as this Honorable Court shall deem just and proper taking into consideration the value of the assets of the Respondent and further tax the costs of this suit including a reasonable attorney fee to the Respondent Steven Stejskal and that any other expenses that might be attached to this proceeding be taxed as part of the court costs against the Respondent and that your Honor will give and grant unto her such other, different, further and/or general relief as she may be in equity and good conscience entitled to receive and as in duty bound she will ever pray.

Emilie Stejskal
Complainant
Wm. H. Brown
Solicitor for Complainant

FOOTNOTE: The Respondent, Steven Stejskal, is required to answer each and every allegation of the foregoing complaint numbered one to 5 inclusive but not under oath, oath being hereby expressly waived.

Emilie Stejskal
Complainant
Wm. H. Brown
Solicitor for Complainant

EMILIE STEJSKAL,

Complainant

-vs-

STEVEN STEJSKAL

Respondent

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA,

IN EQUITY

TO THE HONORABLE P. W. HARR, JUDGE OF CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA; IN EQUITY

Comes your Complainant Emilie Stejskal and humbly complaining against the Respondent Steven Stejskal respectfully represents and shows unto your Honor and this Honorable Court as follows, to-wit:

FIRST: That your Complainant and the Respondent are both over the age of twenty one years and that the Complainant is a resident of Silverhill, Baldwin County, Alabama, and the Respondent resides at Fairhope, Baldwin County, Alabama.

SECOND: That your Complainant and the Respondent were married in Chicago, Illinois on May 1st, 1916 and lived together as husband and wife until on or about August 23rd, 1940.

THIRD: That the Respondent is a man of ungovernable temper; that on or about July 8th and various times prior thereto the Respondent has cursed, abused and threatened your Complainant; and on, to-wit: July 8th, 1940 did actual violence to her person by throwing sausage in her face and his conduct is such that your Complainant has every reasonable apprehension and does actually believe that if she continues to live with him he will continue to carry out his threats to do further violence to her person which will necessarily endanger her life and/or health.

FOURTH: Out of this marriage were born the following children to your Complainant and the Respondent:

Blanche Stejskal, a daughter, age 24
George Stejskal, a son, age 23
Otto Stejskal, a son, age 20
Rosie and Bessie Stejskal, twin daughters, age 16

FIFTH: Complainant further alleges that the Respondent is the owner of a seventy acre farm located one and three-fourths mile south of Silverhill, Alabama on the Fairhope road and that he is the owner of a business establishment, namely, a Shoe Shop, in the Town of Fairhope, Alabama, and that he has sufficient assets from which to support your Complainant and further that the two sons, namely, George and Otto have worked and labored on this farm for past six years and through their efforts have saved the farm from foreclosure by mortgagee and that it is by the efforts of these two sons and your Complainant that the assets of the Respondents have been acquired.

SEPARATION AGREEMENT TO LIVE SEPARATE AND APART

STATE OF ALABAMA))
)
COUNTY OF BALDWIN)

This Indenture made this 19th day of September, 1940 between STEVEN STEJSKAL, hereinafter called the husband, of the first part, and EMILIE STEJSKAL, his wife, hereinafter called the wife, of the second part:

Whereas, unhappy differences have arisen between the husband and wife by reason whereof they have agreed to live separate and apart from each other and to enter into the arrangement hereinafter set forth:

And Whereas, there are certain children whose names are: Blanche Stejskal, George Stejskal, Otto Stejskal, and Rosie and Bessie Stejskal and whereas the said children are to reside on the farm which is the homestead of the parties to this agreement and Whereas the said children are to remain on the farm as long as they desire and are to earn their livelihood from the proceeds of the farm.

And Whereas, as one of the terms of the said Separation the husband has this day moved from the homestead to the Town of Fairhope and has left this property to the wife and two sons, Otto and George, to farm the same and all the proceeds from the farm including all the moneys are to be used by the wife and the two sons and three daughters but if any one of the girls should leave the farm or either one of the boys should leave the farm and obtain other employment then the proceeds are to be divided among those remaining at the farm during the farm year only.

Now, this indenture witnesseth that, in pursuance of the said agreement and for the considerations herein appearing, the husband, so far as the stipulations and provisions hereinafter contained, ought to be performed or observed by him, hereby covenants with the said wife, so far as the stipulations and provisions hereinafter contained ought to be performed or observed by her, hereby covenants with the said husband so far as the stipulations and provisions hereinafter contained ought to be performed or observed by the said wife hereby covenants with the said husband as follows, that is to say:

It is hereby mutually agreed that the wife will withdraw the divorce proceeding now filed with the Circuit Court in Baldwin County, Alabama as part of the consideration of the execution of this agreement, and it is also agreed between the parties hereto that the children of this marriage shall have the right to visit back and forth as they may see fit with either of the parents.

The said wife may at all times hereafter live separate and apart from the said husband as if she were unmarried and in all respects free from the control and authority of the said husband, and may live at such place or places and may be engaged in any business or businesses as she may think fit.

The said husband and wife shall not molest or annoy or in any way interfere with each other in respect of anything whatever, nor shall either of them at any time hereafter require or by any means endeavor to compel the other to cohabit with him or her or seek to enforce any restitution of conjugal rights.

No proceedings shall be taken by or on behalf of the said husband or wife against the other of them in respect of any misconduct or alleged misconduct previous to the date of these presents, and any offense which may have been committed or permitted by either of them against the other is hereby condoned.

The wife shall out of the provision made for her as hereinbefore recited or otherwise support and maintain herself, and also her said children while they shall be living with her or be under her control by virtue of these presents.

The wife shall be entitled for her sole use and separate use of all property, real and personal, which is now owned by her or which shall hereafter come to her, free from all rights of the husband by courtesy, survivorship, or otherwise, in all respects as if she were unmarried. And the husband will at his own expense, whenever requested at any time acting here-

under, execute and do all such instruments and acts as shall be necessary or proper for giving effect to this clause.

The wife shall be entitled to the sole custody and control of said children until they shall come of age, and the husband shall not in any way interfere in the management or education of the said children.

The wife will at all times hereafter keep the husband indemnified against all debts and liabilities which the wife may hereafter contract or incur and against all actions, claims, demands, costs and expenses in respect thereof.

If the husband and wife shall at any time hereafter come together and cohabit with each other, or if their marriage shall be dissolved, or they shall be judicially separated by reason of any misconduct (or, by reason of any misconduct of the husband occurring after the date hereof), then and in each such case all the covenants and provisions herein contained shall become void, but without prejudice to any act previously done hereunder or any proceedings on the part of the parties hereto in respect to any breach then previously committed of all or any of the said covenants and provisions and without prejudice to the provision made for her as hereinbefore recited.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above mentioned.

Steven Stejskal (SEAL)
Husband
Emilie Stejskal (SEAL)
Wife

STATE OF ALABAMA)
BALDWIN COUNTY)

I, Virginia E. Crenshaw, a Notary Public, in and for said State and County, hereby certify that Steven Stejskal and Emilie Stejskal, husband and wife, whose names are signed to the foregoing conveyance and who are known to me acknowledged before me on this day that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 19th day of September, 1940.

Virginia E. Crenshaw
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA.
My commission expires August 1, 1943

Seal.

Received in Sheriff's Office
this 26 day of August, 1940
W. R. STUART, Sheriff

Bill of Complaint

660

*minutes
taken at
court
house*

RECORDED

Executed this 3rd
day of sept 1940 by
serving a copy of
within summons
and complaint on
Steen Stejskal

Steen Stejskal

vs

Emilie Stejskal

W. R. Stuart
Sheriff

By B. L. Fuera
D.S.

Filed August 26, 1940
R. S. Deuch, Register

660

Agreement **RECORDED**

Filed Oct. 14, 1940
R. S. Dutch, Register

ORVIS M. BROWN
ATTORNEY AND COUNSELLOR AT LAW
BALDWIN BUILDING
ROBERTSDALE, ALA.