

1159

The State of Alabama,
Baldwin County.

Circuit Court of Baldwin County, Alabama
(In Equity.)

..... A. B. McPhaul Complainant.

VS.

..... Thekla E. McPhaul Respondent.

I..... Virginia Keal.....

as ~~Register and~~ Commissioner.....

have called and caused to come before me

..... A. B. McPhaul, W. H. Byrd and J. B. McGrew.....

witness ~~as~~ named in the Requirement for Oral Examination, on the 23 day of September.....

1944, at the office of..... Beebe & Hall.....

in Bay Minette,....., Alabama, and having first sworn said witness ~~as~~ to speak the

truth, the whole truth, and nothing but the truth, the said..... A. B. McPhaul.....

..... doth depose and say as follows:

Direct Examination by Mr. Beebe

..... My name is A. B. McPhaul. I am Guardian for Thekla E. McPhaul.
by appointment of the Probate Court of Baldwin County, Alabama....
and am acting as such. The said Thekla E. McPhaul is my wife. She
was declared insane by order of the Probate Court of Baldwin County,
February 23, 1944. I was appointed and qualified on the same date...
The Honorable F. W. Hare by order transferred the said cause to....
the Circuit Court in Equity by order July 18, 1944, and this estate
is being administered in this Circuit Court in Equity. Thekla E....
McPhaul is now in Brices Hospital. She is a paying patient and of
course has to have clothes as well as board, and has to have medicine
and is under expense for Doctors from time to time as well as other
incidental expenses... She has no money and no income and owns no per-
sonal property except stock in the Chicago Gulf Beach Company which
is of doubtful, if any, value. She owns the lands described in the
second paragraph of the bill of complaint filed in this court.....
September 12, 1944. These properties are not income producing and
are an expense for taxes and for supervision. These properties are
not all the properties owned by the said Thekla E. McPhaul. She owns
the full interest in said property except those alleged in said para-
graphs in Sections 27 and 28, Township 6 South, Range 6 East in which

ORAL EXAMINATION.

I, Virginia Keel, as ~~Register~~ and Commissioner hereby certify that the foregoing deposition is on Oral Examination was taken down in writing by me in the words of the witness es and read over to them and they signed the same in the presense of myself W. C. Beebe and W. H. Hawkins at the time and place herein mentioned; that I have personal knowledge of personal identity of said witness es or had proof made before me of the identity of said witness es; that I am not of counsel or of kin to any of the parties to said cause, or any manner interested in the result thereof I enclose the said Oral Examination in an envelope to the Register of said Court.

Given under my hand and seal, this 23 day of September 1924

Virginia Keel (L. S.)

NO. 1159 PAGE

THE STATE OF ALABAMA
BALDWIN COUNTY

IN CIRCUIT COURT, IN EQUITY.

vs. Complainant

Respondent.

Oral Deposition

Filed Sept 25 1924
Virginia Keel, Register.

Recorded in

Record

Vol. Page

Register

property. she only owns an one-third interest, the other two-thirds interest is owned by Walter E. Schlinkert, a nephew of hers. She has a good merchantable fee simple title to Lots 5, 3, and 4, the North half of Lot 2 and the East half of Lot 6 in Section 9, Township 9 South, Range 5 East except 24 acres conveyed to the State for road purposes by deed recorded in the Probate office of Baldwin County at 75 N. S. at page 251. She has a tax title to the Southwest quarter of the Northeast quarter of said Section 9 and also to Lots 26, 27, 28 and 29 in Block 4 and Lots 42 and 43 of Block 4 and Lots 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 in Block 5, all in First Addition to Chicago Gulf Beach. I have made a diligent search and have been unable to find any title into her for Blocks E, F, G, and H of Chicago Gulf Beach Second Addition but at one time she assessed the said property. According to the records the title to such Blocks is vested in the Chicago Gulf Beach and there may be some portions of the West half of Lot 6 of said Section 9 Township 9 South, Range 5 East within the subdivision covering the same and there may be portions of the South half of Lot 1 and the South half of Lot 2 of said section which are still in Chicago Gulf Beach. But whatever portion or lots therein are of doubtful value and I have been unable, without expense greatly in excess of the benefits derived therefrom to the estate, ascertain just what lots or portions of such lands are still in Chicago Gulf Beach but such lots and portions of land are of little value.

.....Walter E. Schlinkert, who owns the other two-thirds interest has offered \$1040.00 for the lands described in the third paragraph. The said lands containing approximately 312 acres which makes the basis of his offer \$10.00 an acre. The said price is the fair and reasonable market value of her interest in the said lands and which is to her interest and to the interest of her estate that the same be sold to Walter E. Schlinkert at the said price. The said lands are cut over lands and there is no income therefrom and will not be for years; that G. R. Swift and E. P. Russell have offered to this Petitioner \$50.00 an acre for all that part of Lot 5 being the Southwest quarter of Section 9, Township 9 South, Range 5 East which lies South of Cotton Bayou and North of the Gulf of Mexico. And I have entered into a contract with them to sell the said lands at the said price and under the terms and conditions of that certain contract hereto attached marked Exhibit "A". I have had the said lands surveyed by Mr. H. W. Graham and his survey shows there are 95 acres within the said tract. The said lands consist of sand dunes and marsh and the said price is the fair and reasonable

market value of the said lands. There is no income therefrom and could never be any because of the nature of the said lands and it is to the interest of the said Thekla E. McPhaul and of her estate that the said lands be sold to them at the said price.

Dr. Amos Garrett of Robertsdale has offered the sum of \$3000.00 for the lands described in paragraphs Fifth of the petition in this cause. Said lands embrace approximately 300 acres, very little of which is water front and all of the remainder consists of cut over swamp, the same is not in- come producing and would not be during the life expectancy of the said Thekla E. McPhaul. I have entered into a contract with him to sell the said lands, subject to the approval of this Court, a copy of which contract is attached to my deposition as Exhibit "B". As to those lands first described in paragraph Fifth the title is good and are to be conveyed by warranty deed. The lands second described in paragraph Fifth are held in part by tax title and some are held by Chicago Gulf Beach, the exact amount of which, if any, now owned or which can be reclaimed can not be definitely known but they are lands that were sold off or abandoned by the Chicago Gulf Beach several years and in conveying the same to Dr. Amos Garrett the conveyance will be quit claim deed. The price offered for the said lands namely, \$3000.00 and the stock of the Chicago Gulf Beach is a reasonable market value thereof. The said lands and stock are not income producing and would never be during the life time of the said Thekla E. McPhaul and it is to her interest and to the interest of her estate that said lands be sold at the said price. The said Thekla E. McPhaul has no next of kin by blood or by marriage in this state, except this Petitioner. For several years Mrs. McPhaul and I have tried to sell these lands described in paragraphs Fourth and Fifth of the petition and were unable to get any offer until recently and the first offer for all of such lands was \$4000.00 and this Petitioner was about to petition this court for authority to sell the same for \$4000.00 when the offers ~~were~~ by Mr. Swift, Mr. Russell and Dr. Garrett were made. These sales will be all of the lands owned by Mrs. McPhaul in Section 9, Township 9 South, Range 5 East, as well as any interest she may have in the Chicago Gulf Beach Company by virtue of her ownership of all the stock, Chicago Gulf Beach stock is being sold because it is being sold because they may own some lots and portions of lands not covered by Chicago Gulf Beach First and Second Subdivisions. I am selling that portion of Lot 5 between Cotton Bayou and the Gulf to G. R. Swift and E. F. Russell for \$50.00 an acre or a total of \$4750.00 and the balance of such lands owned by her in

said section I am selling to Dr. Amos Garrett for \$3000.00, such to include the lands to which she has a good title, tax title and such lands as might be recovered the Chicago Gulf Beach Company, hence the transfer of stock in such company. These two sales will cover all the lands and all the interest in lands in Section 9, Township 9 South, Range 5 East owned by Thekla E. McPhaul. She still owns other lands in different localities but none of her lands are income producing, timbers have been cut therefrom and it will be years before there could be any income from them. Mrs. McPhaul's condition is such that she has to have money spent on her continuously and I am personally not in financial condition to bear all of her expenses. Having property she, of course, can not and I would not want to have her placed in the hospital as a charity patient but feel it is to her interest in her last years to be properly taken care of. She is 68 years of age. There would be no way other than this to provide money to take care of her actual needs. It would be better to sell these lands than the other lands for these lands would not grow timber while her other lands will grow timber and will eventually be of more value than they now are. In addition to her own expense there is also the expense of paying taxes on other lands and of taking care of them.

Cross Examination by Mr. Hawkins

I have been married to Thekla for twenty-three years. I have had constant supervision of this land for twenty-three years but I have actually known this land for thirty years. I know the value of the land. We have been trying to sell the property for a great many years for a lot less than what we are offered now. The best offer we have got up to now had been \$4000.00, now we are getting practically \$8000.00 That part that Swift and Russell are buying is coastal land. There is no timber on the land. Of the land sold to Garrett, 75% is in an especially swampy section. It is of practically no use. Only about 25% is on the water front on Cotton Bayou. The land which Schlinkert is buying is cut over lands, swampy and \$10.00 an acre is a high price for it. There are no improvements

on any of the land. In my judgment what we are being offered for this land is a reasonable value and is a much better bid than any we have ever had before.

Re-Direct Examination by Mr. Beebe

I have been dealing with timber and water front lands in Baldwin County for more than thirty years. I have been for the last five years on the Board of Equalization and as such am familiar with the value of land in this section.

W. H. Byrd

W. H. Byrd, being first duly sworn, doth depose and say that:

Direct Examination by Mr. Beebe

My name is W. H. Byrd. I live at Seminole near Sections 26 and 27, Township 6 South, Range East and have frequently seen these lands. They are cut over lands and very small timbers thereon, hardly more than saplings. It will be twenty-five or thirty years before the timber would be of any value, half of which will never grow back because it is swampy. I know the value of the land and \$10.00 is a good price for it.

Cross Examination by Mr. Hawkins

I live right on the corner . I do not own any land myself. I have worked this land all over for turpentine. I am acquainted with values of property in this section. I have known this land about twenty years. I have not bought nor sold any land in this vicinity. I would say the sale of this land for \$10.00 would be a fair price. I am not interested in any of the parties to this suit or any purchase of the land.

W. H. Byrd

J. B. McGrew, being first duly sworn, doth depose and say that:

Direct Examination by Mr. Beebe

My name is J. B. McGrew. I am a resident of Elberta,

Alabama, where I have resided for more than thirty-eight years. I have been engaged as a real estate agent for the past six or eight years in South Baldwin. At the same time I have been a member of the Board of Equalization for the past five years. I know values of land in Baldwin County and particularly in South Baldwin. I know of all Section 9, Township 9 South, Range 5 East. It is owned by Thekla E. McPhaul, except portions that have been sold off as lots under subdivisions as the Chicago Gulf Beach, First and Second Additions. That part of the Southwest quarter which lies North of Cotton Bayou and the Gulf embraces about 90 to 100 acres. This land is largely sand dunes and marsh. I consider \$50.00 an acre a very good price for this land. The rest of the lands in this section owned by Mrs. McPhaul is of much less value. Most of it lies North of Cotton Bayou and is swampy. There is a little of it on the Gulf. I would consider \$3000.00 or approximately \$10.00 an acre a fair value for the remainder of these lands. They could never be income producing. This land is of no value except as you can find someone who wants a piece of it.

Cross Examination by Mr. Hawkins

I have known this land continuously since I first came here in 1906. The character of this land is the sorriest kind of swamp and overflow lands, that is all that lies north of Cotton Bayou. It is exposed to tropical storms and shifts with the winds. I do not know what has been offered except what has come out in this examination. I have a general knowledge of this land. I know the value of it. I cut a right of way across this land several years ago. I am familiar with all this land owned by Mrs. McPhaul in Section 9, Township 9 South, Range 5 East and know the reasonable market value of it. I think \$7,750 is a reasonable market value of her land in that section.

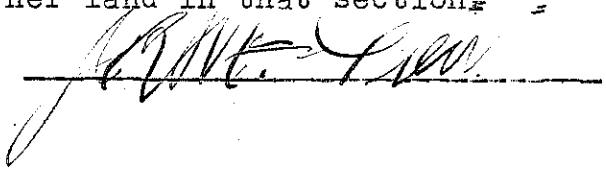


Exhibit A

STATE OF ALABAMA

BALDWIN COUNTY

THIS MEMORANDUM OF AGREEMENT made and entered into on this the 18 day of August, 1944, by and between E. P. RUSSELL and G. H. SWIFT, of the first part and A. B. McPAUL, as Guardian of the estate of THEKLA E. McPAUL, second party, WITNESSETH:

FIRST: That the party of the first part contracts and agrees to buy from the party of the second part subject to the terms and conditions of this contract and party of the second part contracts and agrees to sell, subject to the terms and conditions of this contract the following described lands situated in the County of Baldwin, State of Alabama, to-wit:

All that part of the Southwest quarter designated as Lot 5 in Section 9, Township 9 South, Range 5 East, lying between Cotton Bayou on the North and the Gulf of Mexico on the South.

SECOND: The purchase price to be paid by the first party to the second party is FIFTY (\$50.00) DOLLARS an acre, the amount to be determined by an exact survey of the lands as herein provided; FIVE HUNDRED (\$500.00) DOLLARS of which is this day paid by the first party to the second party and the remainder hereof shall be paid upon delivery of good and sufficient deed. The second party will have the said land surveyed by a *Competent* surveyor and the exact acreage determined and he will set up necessary stakes marking the boundary of the said lands. The second party will furnish to the first party a merchantable abstract of the title to the said lands showing a merchantable fee simple title clear of encumbrances vested in THEKLA E. McPAUL; the first party will have a reasonable length of time not to exceed thirty days in which to examine the title as shown by such abstract and if the same shall be as herein stated he shall notify the second party who shall within fifteen days after such notice deliver a good and sufficient deed approved by the court whereupon the first party will pay for said lands at the rate of FIFTY (\$50.00) DOLLARS, per acre as shown by the said survey. The payment herein re-

deited, namely, FIVE HUNDRED (\$500.00) DOLLARS shall be credited on such purchase money. The second party will pay all taxes upon the said lands to and including the taxes due October 1, 1944.

THIRD: This contract is subject to the approval of sale by a court of competent jurisdiction and the second party contracts and agrees to bring any and all acts at law or in equity as shall be necessary and proper to obtain such approval of this sale and authorization for the execution of a proper conveyance. But if such authorization shall not be procured within a reasonable length of time this contract shall be null and void and the second party shall return the FIVE HUNDRED(\$500.00) DOLLARS paid hereunder and all parties shall be relieved from performance hereunder. The title of such property is in Thekla E. McPhaul, a Non Compos Mentis and the said A. B. McPhaul being Guardian of her person and estate.

This contract is confirmatory of an agreement heretofore entered into by the parties.

IN WITNESS WHEREOF the parties have hereto set their hands and seals in triplicate on the day and year above written.

G. E. Kusner (SEAL)
G. R. Swift (SEAL)
A. B. McPhaul (SEAL)

STATE OF ALABAMA
MONTGOMERY COUNTY

Montgomery

I, A. J. Baller, a Notary Public, in and for said County, in said State, hereby certify that G. E. Kusner and G. R. Swift, 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 seal on this the 16th day of August, 1944.

A. J. Baller
Notary Public, Montgomery County, Ala.

STATE OF ALABAMA
MONTGOMERY COUNTY

Montgomery

I, A. J. Baller, a Notary Public, in and for said County, in said State, hereby certify that A. B. McPhaul, whose name as Guardian of the person and estate of Thekla E. McPhaul,

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, in his capacity as such Guardian executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 18th day of August, 1944.

Notary Public, Baldwin County, Ala.

Montgomery

Exhibit B

STATE OF ALABAMA

BALDWIN COUNTY

THIS MEMORANDUM OF AGREEMENT made and entered into on this the 10 day of August, 1944, by and between AMOS GARRETT of the first part and A. B. MCPHAUL, as Guardian of the estate of THEKLA E. MCPHAUL, second party, WITNESSETH:

FIRST:

That the party of the first part contracts and agrees to buy from the party of the second part subject to the terms and conditons of this contract and party of the second part contracts and agrees to sell subject to the terms and conditions of this contract the following described lands situated in the County of Baldwin, State of Alabama, to-wit:

All that part of the Southwest quarter, the same being designated on the official map as Lot 5, which lies North of Cotton Bayou in Section 9, Township 9 South, Range 5 East.

All of the Northwest quarter, the same being designated on the official map as Lots 3 and 4 of Section 9, Township 9 South, Range 5 East.

The Northwest quarter of the Northeast quarter the same being designated on the official map as the North half of Lot 2, Section 9, Township 9 South, Range 5 East.

The East half of fractional Southeast quarter the same being designated on the official map as Lot 6, Section 9, Township 9 South, Range 5 East.

And as well any and all other lands and lots owned by Thekla E. McPhaul or to which she has any interest in the said Section 9, Township 9 South, Range 5 East;

Excepting that portion of the Southwest quarter lying North of Gulf of Mexico and South of Cotton Bayou.

All subject to the rights of the Department of Conservation of the State of Alabama under that certain deed from Thekla E. McPhaul and A. B. McPhaul to the Department of Conservation dated April 19, 1941 and recorded in the office of the Judge of Probate, Baldwin County, Alabama, in Deed Book 75 N. S. at page 251, but including any right, title or interest which the said Thekla E. may have in and to the lands so conveyed to the said Department of Conservation in present, expectancy or reversion so that the said lands des-

cribed in the said deed to the said Department of Conservation or any portion thereof or interest therein at any time revert or become the property of the said Thekla E. McPhaul, such lands or portions thereof or interest therein shall be and is hereby contracted to be conveyed and shall be conveyed by any conveyance made hereunder.

SECOND:

The purchase price to be paid by the first party to the second party for the said lands is THREE THOUSAND (\$3000.00) DOLLARS, TWO HUNDRED (\$200.00) DOLLARS of which is acknowledged and the remainder thereof shall be paid upon delivery of good and sufficient deed.

THIRD:

This contract is subject to the approval of sale by a court of competent jurisdiction and the second party contracts and agrees to bring any and all acts at law or in equity as shall be necessary and proper to obtain such approval of this sale and authorization for the execution of a proper conveyance. But if such authorization shall not be procured within a reasonable length of time this contract shall be null and void and the second party shall return the TWO HUNDRED (\$200.00) DOLLARS paid hereunder and all parties shall be relieved from performance hereunder. The title of such property is in Thekla E. McPhaul, a Non Compos Mentis and the said A. B. McPhaul being Guardian of her person and estate.

IN WITNESS WHEREOF the parties have hereto set their hands and seals in duplicate on the day and year above written.

Amos Garrett (SEAL)
A B McPhaul (SEAL)

STATE OF ALABAMA
BALDWIN COUNTY

I, Virginia E. Crawford a Notary Public in and for said County, in said State, hereby certify that Amos Garrett, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 10 day of August, 1944.

My com. expires 7-10-47

Virginia E. Crawford
Notary Public, Baldwin Co. Ala.

STATE OF ALABAMA
BALDWIN COUNTY

I, Virginia E. Crumshaw, a Notary Public, in and for said County in said State, hereby certify that A. B. McPhaul, whose name as Guardian of the person and estate of Thekla E. McPhaul, 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, in his capacity as such Guardian executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 10 day of August 1944.

Virginia E. Crumshaw
Notary Public, Baldwin County, Ala.

My Comm. Expires 7-10-47



STATE OF ALABAMA

BALDWIN COUNTY

This cause coming on to be heard upon the verified petition of A. B. McPhaul, Guardian of the person and estate of Thekla E. McPhaul, a Non Compos Mentis to transfer the administration of the said estate to this Chancery Court and it appearing that the said estate can best be administered in Chancery Court because of the broader powers of such court;

It is therefore ordered, adjudged and decreed that the administration of the estate of Thekla E. McPhaul a Non Compos Mentis, be and the same is hereby ordered to be and hereby is transferred from the Probate Court of Baldwin County, Alabama, to this Circuit Court of Baldwin County, Alabama, sitting in Equity.

Done this the 18 day of July, 1944

F. W. Hare
Judge

~~Letter~~
Order for
Removal

Filed in Office of
Judge of Probate
County of Adams Co
Ala July 19-1944
H. H. Robinson
Judge Probate
H. H. Robinson

THEKLA E. MCPHAUL,
a Non Compos Mentis

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

This cause coming on to be heard is submitted for final decree upon the verifying petition of A. B. McPHAUL, guardian for the said THEKLA E. McPHAUL, for final settlement and discharge as guardian;

And it appearing from said petition that the said THEKLA E. McPHAUL died September 15, 1945, leaving a last will and testament duly admitted to probate and record in the Probate Court of Baldwin County, Alabama, in which the said A. B. McPHAUL is named as executor and as sole beneficiary;

And it further appearing that the said A. B. McPHAUL has as guardian of the said THEKLA E. McPHAUL aforesaid in his possession the sum of Four thousand one hundred fifty-three dollars and eighteen cents (\$4153.18) and that said monies should be transferred to him as executor of the said THEKLA E. McPHAUL in the said Probate Court and there by him administered as a part of her estate;

NOW THEREFORE, it is ordered, adjudged and decreed that the act of the said A. B. McPHAUL as guardian of the said THEKLA E. McPHAUL be and the same is in all things approved, ratified and confirmed and that he be and is hereby authorized, ordered and directed to transfer the funds of THEKLA E. McPHAUL held by him as guardian to A.B. McPHAUL as executor of her estate in the Probate Court and there administered as a part of her estate;

It is further ordered, adjudged and decreed that the said A. B. McPHAUL as guardian of the said THEKLA E. McPHAUL be and he and his bondsmen are hereby discharged.

Done this the 14th day of July, 1947.

Judge.

A. B. McPHAUL, as Guardian
of the estate of THEKLA E.
McPHAUL, a Non Compos Mentis

Vs.

THEKLA E. McPHAUL

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

It being made to appear from the Petition in the foregoing cause that the Defendant has been adjudged a Non Compos Mentis by the Probate Court of Baldwin County, Alabama; that the Complainant A. B. McPHAUL has been duly appointed and qualified as Guardian of her person and estate; that his interest in said proceeding is adverse to the said THEKLA E. McPHAUL and that the said THEKLA E. McPHAUL has no next of kin in this State;

It is therefore ordered, adjudged and decreed that _____ be and he is appointed Guardian Ad Litem of the said THEKLA E. McPHAUL, a Non Compos Mentis and that the said cause proceed without service on her.

Done this the _____ day of September, 1944.

Judge.

(Equity Rule 5 Section 1 Subdivision C.)

THEKLA E. McPHAUL,
A Non Compis Mentis.

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

TO THE HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA, IN EQUITY SITTING:

Comes A. B. McPhaul, Guardian of the estate of Thekla E.
McPhaul, a non compis mentis, and respectfully shows unto your
Honor:

First: That letters guardianship on the estate of Thekla E.
McPhaul were issued to him by the Probate Court of Baldwin
County, Alabama, on the 23rd day of February, 1944; that the
administration of said estate was removed to this court on
July 18, 1944, and the same is now pending in this court; that
the said Thekla E. McPhaul died September 15, 1945, leaving a
last will and testament in which your petitioner is named as
executor and as sole beneficiary; that said will and testament
has been admitted to probate and record in Baldwin County and
letters testamentary have issued to this petitioner.

Second: That your petitioner as Guardian of said Thekla E.
McPhaul has received Eighty Seven Hundred Ninety (\$8790.00)
Dollars from the sale of lands of said Thekla E. McPhaul under
order of this court and none other; that on behalf of her estate
in administration and in her support and maintenance he has paid
out the sum of \$ 4626.⁹², all of which is itemized in
exhibit "A" hereto attached and made a part of this petition,
and that he now has in his hand as such guardian the sum of
\$ 4153.18.

WHEREFORE, petitioner prays this be taken as his petition
for final settlement of this guardianship; that his accounts be
and the expenditures shown therein be approved and that he be
authorized to pay the remaining funds over to A. B. McPhaul as

executor of said Thekla E. McPhaul and that he and his bondsmen be discharged in the premises.

A B McPhaul

Sworn to and subscribed before me this the 22 day of March, 1946.

W C Beebe
Notary Public, Baldwin County, Ala.

EXHIBIT "A"

STATEMENT OF ACCOUNT OF:

A. B. McPhaul, as Guardian for
Thekla E. McPhaul, a non compis mentis.

Total funds received:

\$ 8790.00

Expenditures made by A. B. McPhaul
as Guardian, on behalf of Thekla E.
McPhaul, as shown by bill filed
February 28, 1945:

12 months board Mr. McPhaul Bryce Hospital	\$ 360.00
Ten trips to Tuscaloosa	200.00
Taxes 1943, paid in 1944	162.00
Taxes 1944, paid in 1945	158.00
Chason and Hubert	75.00
House Insurance, Bloxham	21.24
Dresses and Shoes	132.00
Repair house 1944	50.00
Overhauling car	130.22
Insurance	18.21
Cash left at Hospital, Milk fund	50.00
Burial Insurance	16.62
Fire Insurance	10.40
Life Insurance	44.50
Baldwin Supply Company	198.84
Total	<u>1627.03</u>

Additional expenditures since February
28, 1945:

Attorney's fees	250.00
Revenue Stamps	7.15
Court cost	117.45
Repairs and painting on house	125.00
Expense of 20 trips to Tuscaloosa	493.00
Casket for burial	590.00
Fare and expense of burial	167.69
Interment charge and burial lot	175.00
Expenses bring ward home	110.00
Clothing, milk and incidentals and expense of hospital	225.00
Total since February 28, 1945	<u>2260.29</u>

Additional Attorney's fee, W. C. Beebe
for services and advice

300.00

Commissions to A. B. McPhaul
as Guardian

439.50

Total

739.50

Total Expenditures

\$ 4626.82

Balance held by Guardian, paid over to
A. B. McPhaul, Executor under will of
Thekla E. McPhaul, deceased

\$ 4163.18

J. A. Cortez
Friend Balance

4163.18

A. B. McPHAUL
COMPLAINANT

VS.

THEKLA E. McPHAUL
DEFENDANT

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

This cause coming on to be heard is submitted upon the original Bill of Complaint, Appointment and Acceptance of W. H. Hawkins, as Guardian Ad Litem for Thekla E. McPhaul, a Non Compos Mentis, Defendant and upon the Answer of W. H. Hawkins, as such Guardian Ad Litem and upon the pleadings and proof as noted by the Register and the same having been considered by the Court, it appearing therefrom that it is to the interest of Thekla E. McPhaul, a Non Compos Mentis, and of her estate that the property described in said petition be sold at the price and under the terms and conditions set out in said petition, the Court is of the opinion that the petition should be granted;

It is therefore adjudged and decreed that A. B. McPhaul, as Guardian for Thekla E. McPhaul, a Non Compos Mentis, be and he is hereby authorized and directed to sell and convey to Walter E. Schlinkert the one-third interest of the said Thekla E. McPhaul in and to the following described real property situated in the County of Baldwin, State of Alabama, to-wit:

The North half of the North half of Section 27, and also all of the North half of Fractional Section 26, Township 6 South, Range 6 East, containing 312 acres, more or less; also Lots 46, 47, 48, 49, 50 & 51, Blk. 1, Fifth Subdivision, Chicago Gulf Beach Company. for and at the price of ONE THOUSAND FORTY (\$1040.00) DOLLARS and that upon the payment to him of such money the said A. B. McPhaul, as Guardian aforesaid execute and deliver a deed of conveyance to Walter E. Schlinkert, conveying to him the interest of Thekla E. McPhaul, in and to said lands.

It is therefore further adjudged and decreed that A. B. McPhaul, as Guardian for Thekla E. McPhaul, a Non Compos Mentis, be and he is hereby authorized and directed to sell and convey to G. R. Swift and E. P. Russell by warranty deed the interest of

Thekla E. McPhaul, in and to the following described lands, situated in the County of Baldwin, State of Alabama, to-wit:

All that part of Lot 5, being the Southwest quarter of Section 9, Township 9 South, Range 5 East, which lies South of Cotton Bayou and North of the Gulf of Mexico containing approximately one hundred acres.

for and at the price of FIFTY (\$50.00) DOLLARS a total of FOUR THOUSAND SEVEN HUNDRED FIFTY (\$4750.00) DOLLARS, and that upon the payment to him of such money the said A. B. McPhaul, as Guardian aforesaid, execute and deliver a deed of conveyance to G. R. Swift and E. P. Russell, conveying to them by warranty deed the interest of Thekla E. McPhaul in and to said lands.

It is further ordered, adjudged and decreed that A. B. McPhaul, as Guardian for Thekla E. McPhaul, a Non Compos Mentis be and he is hereby authorized and directed to sell and convey to Amos Garrett by warranty deed the interest of the said Thekla E. McPhaul, in and to the following described lands, situated in the County of Baldwin, State of Alabama, to-wit:

That part of said Lot 5 of said Section 9, Township 9 South, Range 5 East, lying North of Cotton Bayou, all of Lots 3 and 4 being the Northwest quarter; North half of Lot 2 being the Northwest quarter of Northeast quarter; East half of Lot 6 being the fractional East half of the Southeast quarter; less 24 acres sold to the State of Alabama, all being in Section 9, Township 9 South, Range 5 East, said deed to the State is recorded 75 N. S. page 251.

and also by Quit Claim Deed all the right, title and interest of the said Thekla E. McPhaul in and to the following described property situated in Baldwin County, State of Alabama, to-wit:

Southwest quarter of the Northeast quarter; Lots 26, 27 and 28 and 29 in Block 4 of the First Subdivision of Chicago Gulf Beach; Lots 42 and 43 of Block 4 of the First addition to Chicago Gulf Beach Company; Lots 21 to 30, both inclusive, of Block 5 of Chicago Gulf Beach, First Addition; All of Blocks E, F, G, and H of Chicago Gulf Beach, Second Addition and as well as all of her right, title and interest in and to lots or blocks in either of said subdivisions and all of her right, title and interest in and to any lands or lots in Lot # 1, being the East half of the Northeast quarter of Section 9; South half of Lot 2 being the Southwest quarter of the Northeast quarter of Section 9 and West half of Lot 6 being the West half of the Southeast quarter of Section 9 all in Township 9 South, Range 5 East and as well all of her right, title and interest to the 24 acres sold to

the State of Alabama, for road purposes by deed recorded 75 N. B. page 251, of Baldwin County records so that in any event any of said lands shall revert to her the same shall thereby be conveyed and also all the stock in the Chicago Gulf Beach Company.

upon the payment for and at the price of THREE THOUSAND (\$3000.00) DOLLARS and that upon payment of such money to him as Guardian aforesaid the said A. B. McPhaul execute and deliver to the said Amos Garrett a deed in accordance with this decree conveying to him the said properties.

It is further ordered, adjudged and decreed that the said A. B. McPhaul cause to be made abstracts of title to the properties conveyed to G. R. Swift and E. P. Russell and Amos Garrett in accordance with his contract with them.

It is further ordered, adjudged and decreed that the said A. B. McPhaul, upon the receipt of such moneys shall hold and administer the same as Guardian of the said Thekla E. McPhaul, a Non Compos Mentis, subject to such further orders and decrees as this Court shall from time to time make and enter.

Done at Bay Minette this the 25th day of September, 1944.



Judge.

A. B. McPHAUL
Complainant

Vs.

THEKLA E. McPAHUL
Defendant

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

This cause was submitted for final decree on behalf of the Petitioner on the original bill of complaint, ~~the~~ appointment and acceptance of W. H. Hawkins, as Guardian Ad Litem for Thekla E. McPhaul, a Non Compos Mentis, the answer of W. H. Hawkins on behalf of Thekla E. McPhaul, depositions of A. B. McPhaul, W. H. Byrd and J. B. McGrew and Exhibits "A" and "B" attached to depositions of A. B. McPhaul, the decrees of Probate Court declaring Thekla E. McPhaul, a Non Compos Mentis, the decree of Probate Court appointing A. B. McPhaul, Guardian Ad Litem for Thekla E. McPhaul and the Letters of Guardianship issued to him by the said Court, the order of F. W. Hare, Judge of the Circuit Court of Baldwin County, in Equity, transferring the administration of the estate of Thekla E. McPhaul to the Circuit Court of Baldwin County, Alabama, in Equity.

And on behalf of Thekla E. McPhaul, on the answer of W. H. Hawkins, Guardian Ad Litem for her.

Beebe & Hall

Bt

W. C. Beebe
Attorneys for A. B. McPhaul

W. H. Hawkins

W. H. Hawkins
Guardian Ad Litem for Thekla
E. McPhaul

R. D. [Signature]
Register.

STATE OF ALABAMA

BALDWIN COUNTY

This cause coming on to be heard upon the verified petition of A. B. McPhaul, Guardian of the person and estate of Thekla E. McPhaul, a Non Compos Mentis to transfer the administration of the said estate to this Chancery Court and it appearing that the said estate can best be administered in Chancery Court because of the broader powers of such court;

It is therefore ordered, adjudged and decreed that the administration of the estate of Thekla E. McPhaul a Non Compos Mentis, be and the same is hereby ordered to be and hereby is transferred from the Probate Court of Baldwin County, Alabama, to this Circuit Court of Baldwin County, Alabama, sitting in Equity.

Done this the 12 day of July, 1944.

A. B. McPhaul

Guardian

ESTATE OF THEKLA E. McPHAUL,
A NON COMPOS MENTIS.

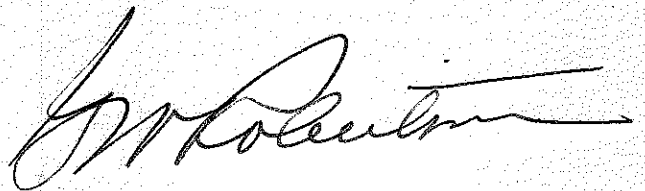
PROBATE COURT,
BALDWIN COUNTY, ALABAMA.

In the matter of the Estate of Thekla E. McPhaul, a Non
Compos Mentis.

On the Petition of A.E. McPhaul, guardian in this Court of
the Estate of Thekla E. McPhaul, a non compos mentis, and on the
order of Hon. F.W. Hare, Judge of the Court of Chancery, Baldwin
County, Alabama, sitting in equity, for the transfer of said
cause from the Probate Court of Baldwin County, Alabama, to the
Chancery Court of Baldwin County, Alabama, sitting in equity.

It is ordered by the Court that the file in this case with
all proceedings had in the Probate Court of Baldwin County, Ala.,
be and is hereby transferred to the Chancery Court of Baldwin
County, Alabama, sitting in equity.

Done this 18th day of July, 1944.



Judge of Probate Court,
Baldwin County, Alabama.

Copy ~~2024~~

Order of

James

7/19/20

1159

Chatham

are

David Bellamy

Mr. Phavel

Wood Nov 29 1946
R. Phavel

TO THE HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA, IN EQUITY SITTING:

Comes your Petitioner, A. B. MCPHAUL respectfully shows unto your Honor that he is over the age of twenty-one years and a resident of Baldwin County, Alabama; that he is Guardian of the person and estate of THEKLA E. MCPHAUL, a Non Compos Mentis, heretofore appointed and qualified by order of the Judge of Probate of Baldwin County, Alabama, on to-wit: the 23rd day of February, 1944; that in the opinion of this Petitioner the said estate can best be administered in the Chancery Court because of the broader powers of said court.

WHEREFORE your Petitioner prays that this Honorable Court will make and enter an order and decree transferring the administration of the said estate from the Probate Court of Baldwin County, Alabama, to this Honorable Court.

A. B. McPhaul
Guardian for Thekla E. McPhaul.

STATE OF ALABAMA
BALDWIN COUNTY

Before me the undersigned Notary Public, in and for said County, in said State, this day personally appeared A. B. McPhaul, who is known to me and who being by me first duly sworn doth depose and say that he has read the foregoing petition, that the facts therein stated are true.

A. B. McPhaul

Sworn to and subscribed before me on this the 14 day of July, 1944.

Virginia E. Crendshaw
Notary Public, Baldwin County, Ala.
My com. expires 7-10-47

ESTATE OF THEKLA E. McPHEUL,
A NON COMPOS MENTIS.

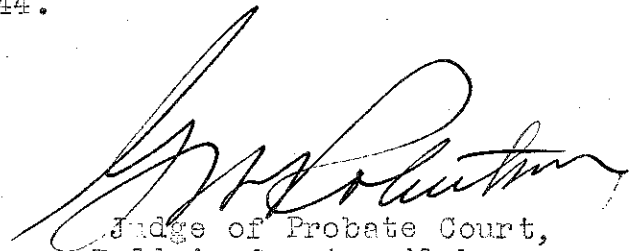
PROBATE COURT,
BALDWIN COUNTY, ALABAMA.

In the matter of the Estate of Thekla E. McPheul, a Non
Compos Mentis.

On the Petition of A.B. McPheul, guardian in this Court of
the Estate of Thekla E. McPheul, a non compos mentis, and on the
order of Hon. F.W. Here, Judge of the Court of Chancery, Baldwin
County, Alabama, sitting in equity, for the transfer of said
cause from the Probate Court of Baldwin County, Alabama, to the
Chancery Court of Baldwin County, Alabama, sitting in equity.

It is ordered by the Court that the file in this case with
all proceedings had in the Probate Court of Baldwin County, Ala.,
be and is hereby transferred to the Chancery Court of Baldwin
County, Alabama, sitting in equity.

Done this 19th day of July, 1944.



Judge of Probate Court,
Baldwin County, Alabama.

TO THE HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA, IN EQUITY SITTING:

Comes your Petitioner A. B. McPHAUL, as Guardian of
the estate of THEKLA E. MCPHAUL, a Non Compos Mentis and res-
pectfully shows unto your Honor, as follows:

FIRST:

That the said THEKLA E. MCPHAUL is a Non Compos
Mentis, that she was judicially ascertained to be a Non Compos
Mentis by order of the Judge of Probate of Baldwin County, Ala-
bama on to-wit: the 23 day of February, 1944; that she is over
the age of twenty-one years and was at the time a resident of
Baldwin County, Alabama; that your petitioner is over the age
of twenty-one years, a resident of Baldwin County, Alabama,
and was by order of the Probate Court on February 23, 1944,
appointed and qualified as Guardian of the person and estate
of the said THEKLA E. MCPHAUL: that on to-wit, the 18 day of
July, 1944, this Honorable Court made and entered an order
transferring the administration of the said estate to this Court
and the estate of the said THEKLA E. MCPHAUL is being administered
under the jurisdiction of this Honorable Court.

SECOND:

Petitioner further shows that the said THEKLA E. Mc-
PHAUL is confined, by order of the Probate Court of Baldwin County,
Alabama, at Brices Hospital at Tuscaloosa, Alabama, as a paying
patron and that her expenses in said Hospital and her other per-
sonal expenses must from time to time be met and that the said
THEKLA E. MCPHAUL has no cash or security or other personal pro-
perty out of which cash could be realized to defray such expenses;
that she owns in her own right the full fee simple title to the
following described lands:

Lot 5 being the Southwest quarter;
Lots 3 and 4 being the Northwest quarter;

The North half of Lot 2 being the Northwest quarter of the Northeast quarter;
The East half of Lot 6 being the fractional East half of fractional Southeast quarter; less 24 acres sold to the State of Alabama, all being in Section 9, Township 9 South, Range 5 East, Baldwin County, Alabama.

She also has a tax title to the Southwest quarter of the Northeast quarter of Section 9, Township 9 South, Range 5 East; that she owns all of the stock of the Chicago Gulf Beach Company, which at onetime owned the whole of Lot # 1, being the East half of the Northeast quarter of said Section 9, Township 9 South, Range 5 East, and it also owned at one time the whole of the West half of Lot # 6 of said Section 9, Township 9 South, Range 5 East, which is the fractional west half of the Southeast quarter, and it also owned the South half of Lot 2 of Section 9, Township 9 South, Range 5 East, which is the fractional Southwest quarter of the Northeast quarter of said Section 9, Township 9 South, Range 5 East; that it subdivided the said lands or parts of the same and sold off lots therein; that it has some claim on some portions of the said lands and some of the lots within the subdivisions; that by virtue of her ownership of the stock of the said Chicago Gulf Beach Company she has some claim to some of the said lands and lots; and that she has tax titles to the following described lots;

Lots 26, 27, 28 and 29 in Block 4 in the first subdivision of the Chicago Gulf Beach and: Blocks E, F, G, and H of Chicago Gulf Beach Second Addition. Lots 42 and 43 of Block 4 of said first addition to the Chicago Gulf Beach and to lots 21 and 30, both inclusive of Block 5 of said first addition to Chicago Gulf Beach;

That of said lands she has conveyed 24 acres to State of Alabama for roadway purposes by deed recorded 75 N. S. page 251 of the Baldwin County, records and all of which said lands or portions thereof may be abandoned by the State of Alabama, for road purposes whereupon the same would revert to said Thekla E. McPhaul.

That she also owns an one-third interest in fee simple in the following described lands, viz:

The North half of the North half of Section 27, and also all of the North half of fractional Section 26, Township 6 South, Range 6 East, containing 312 acres, more or less; Lots 46, 47, 48, 49, 50, 51, Blk. 1 Fifth Subdivision, Chicago Gulf Beach Co. That the other two-thirds interest in said property

last described is owned by Walter E. Schlinkert, a nephew of the said THEKLA E. McPHAUL.

THIRD:

Petitioner further shows unto your Honor that Walter E. Schlinkert has offered to this Petitioner as Guardian of the said THEKLA E. McPHAUL, the sum of ONE THOUSAND FORTY (\$1040.00) DOLLARS for her one-third interest in the said property described as follows:

The North half of the North half of Section 27, and also all of the North half of fractional Section 26, Township 6 South, Range 6 East, containing 312 acres, more or less; also Lots 46, 47, 48, 49, 50 and 51, Blk. 1, Fifth Subdivision, Chicago Gulf Beach Co. that the said sum is the fair and reasonable market value of the said property and it is to the interest of the said THEKLA E. McPHAUL and of her estate that her interest in the said property be sold at the said price to the said Walter E. Schlinkert.

FOURTH:

Petitioner further shows unto your Honor that G. R. SWIFT and E. P. RUSSELL have offered to Complainant as Guardian aforesaid FIFTY (\$50.00) DOLLARS an acre for all of that part of Lot 5, being the Southwest quarter of Section 9, Township 9 South, Range 5 East which lies South of Cotton Bayou and North of the Gulf of Mexico containing approximately one hundred acres and Petitioner has entered into a contract subject to the approval of this Court to sell the said lands to them at said price payable in cash upon delivery of deed; that the same is a fair and reasonable market value of said property and it is to the interest of the said THEKLA E. McPHAUL and of her estate that the said property be sold at the said price.

In and by the said contract of sale the petitioner is to furnish to the said purchaser a merchantable abstract showing fee simple title clear of encumbrances vested in THEKLA E. McPHAUL and to have said lands surveyed and marked.

FIFTH:

Petitioner further shows that AMOS GARRETT of Roberts-
dale has offered to this Petitioner as Guardian aforesaid the
sum of THREE THOUSAND (\$3000.00) DOLLARS for the remainder of
the said lands in said section owned by the said THEKLA E.
McPHAUL and for her stock in the Chicago Gulf Beach Company,
said lands namely;

That part of said Lot 5 of said Section 9,
Township 9 South, Range 5 East lying North
of Cotton Bayou; all of Lots 3 and 4 being
the Northwest quarter; North half of Lot 2
being the Northwest quarter of Northeast
quarter; East half of Lot 6 being the fraction-
al East half of the Southeast quarter; less
24 acres sold to the State of Alabama all
being in Section 9, Township 9 South, Range
5 East, said deed to the State is recorded 75 N. S.
page 251.

which said lands are to be conveyed in fee simple clear of
encumbrances; and also all of her right, title and interest in
and to the following described lands; in Section 9, Township 9
South, Range 5 East, Baldwin County, Alabama:

Southwest quarter of the Northeast quarter; Lots
26, 27 and 28 and 29 in Block 4 of the First
Subdivision of Chicago Gulf Beach; Lots 42 and 43
of Block 4 of the First Addition to Chicago Gulf
Beach Company; Lots 21 to 30, both inclusive, of
Block 5 of Chicago Gulf Beach, First Addition. All
of Blocks E, F, G, H of Chicago Gulf Beach, Second
Addition and as well as all of her right, title
and interest in and to lots or blocks in either
of said subdivisions and all of her right, title
and interest in and to any lands or lots in Lot # 1,
being the East half of the Northeast quarter of Sec-
tion 9; South half of Lot 2 being the Southwest quar-
ter of the Northeast quarter of Section 9 and West
half of Lot 6 being the West half of the Southeast
quarter of Section 9 all in Township 9 South, Range
5 East and as well all of her right, title and in-
terest to the 24 acres sold to the State of Alabama,
for road purposes by deed recorded 75 N. S. page 251,
of Baldwin County records so that in any event any
of said lands shall revert to her the same shall
thereby be conveyed, and also all the stock in the Chicago
Gulf Beach Company.

That Petitioner as Guardian aforesaid has entered into
a contract with the said AMOS GARRETT to sell the aforesaid
property to him at the said price subject to the approval of
this Court; that the said price is a fair and reasonable mar-
ket value of the said lands and that it is to the interest of

the said THEKLA E. McPHAUL and of her estate that the said lands be sold at the said price. Your Petitioner as Guardian aforesaid has a part of the said contract has agreed to furnish to the said AMOS GARRETT a merchantable abstract showing a fee simple title clear of encumbrances to those lands alledged as aforesaid as being owned by her in fee simple.

SIXTH:
Petitioner further shows that the said THEKLA E. McPHAUL has no next of kin by blood or marriage in this State other than Petitioner; that neither of the aforesaid properties or any other properties owned by THEKLA E. McPHAUL are income producing; the timbers having been cut from the aforesaid lands and they will not be income producing until long after the life expectancy of THEKLA E. McPHAUL; that the said properties are a continuous source of expense in the payment of taxes and in looking after the same.

WHEREFORE petitioner pryas that the said THEKLA E. McPHAUL, a Non Compos Mentis, who is confined at Brices Hospital, Tuscaloosa, Alabama, be made party Defendant to this petition, that due and proper notice issue to her and that upon the final hearing of this petition this Honorable Court will make and enter an order and decree confirming the sale by this Petitioner as Guardian aforesaid of the said lands described in paragraph THIRD to Walter E. Schlinkert for the sum of ONE THOUSAND FORTY (\$1040.00) DOLLARS, payable cash; and to the said GR. SWIFT and E. P. RUSSELL, the interest of THEKLA E. McPHAUL in and to the lands above described in paragraph FOURTH for and at the sum of FIFTY DOLLARS (\$50.00) an acre; and to AMOS GARRETT the interest of THEKLA E. McPHAUL in and to the lands and stock described in paragraph FIFTH upon the payment to Petitioner the sum of THREE THOUSAND (\$3000.00) DOLLARS payable cash and that this Petitioner be authorized and directed to execute and deliver proper conveyances of the said lands to the said purchasers upon their paying to him as Guardian aforesaid the purchase price named herein. And this Petitioner prays for all such other, fur-

ther or different relief, orders, decrees and writs as shall be necessary and proper in the premises and offers to do and perform whatsoever this Honorable Court shall require of him.

A B M^o Phaul

Petitioner

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned Notary Public in and for said State and County this day personally appeared A. B. McPhaul who is known to me and who being by me first duly sworn doth depose and say that he has read the foregoing petition and that the matters therein alleged are true.

A B M^o Phaul

Sworn to and subscribed before me on this the 6th day of September, 1944.

One Mae Palmer

Notary Public, Baldwin County, Ala.

My Commission Expires August 1947

A.B. McPHAUL
COMPLAINANT

Vs.

THEKLA E. McPHAUL
DEFENDANT


IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY SITTING

Comes W. H. Hawkins, Guardian Ad Litem for THEKLA E. McPHAUL, a Non Compos Mentis, Defendant in the aforesaid suit and for and on behalf of the said THEKLA E. McPHAUL, files this answer in the said cause.

FIRST: He denies the allegations contained in paragraphs 1 and 2 of the said complaint and demands strict proof of the same.

SECOND: He denies allegations in the 3rd, 4th, 5th and 6th paragraphs of said complaint and demands strict proof of the same and further answering the said allegations of said paragraphs says that the prices offered for the said lands are grossly inadequate, unfair and are not the reasonable market value of the same and that it is not to the interest of the said THEKLA E. McPHAUL or of her estate that said lands be sold to the said parties at the prices alleged in said paragraphs; and he further says that the said THEKLA E. McPHAUL has ample income to properly provide for her and that the said property, if properly managed, would produce income to provide for the said THEKLA E. McPHAUL without a sale of the said properties.

AND NOW THEREFORE having fully answered he prays the said THEKLA E. McPHAUL go hence with her reasonable costs in this behalf expended.


Guardian Ad Litem for Thekla
E. McPhaul.

.....A. B. McPhaul.....
Complainant,
VS.
.....Thekla E. McPhaul.....
Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
IN EQUITY.
NO.....

DEMAND FOR ORAL EXAMINATION.

COMES the Complainant, by attorney, and represents to the Court as follows:

1. That the following named witnesses reside within one hundred miles from

Bay Minette....., in the County of Baldwin.....

Alabama, the place of trial of said cause, to-wit:.....

A. B. McPhaul, W. H. Byrd and J. B. McGrew.....

2. That said complainant requires an oral examination of said witnesses before a commissioner appointed by the Register of this Court.

Beebe & Hall

By: *W. C. Beebe*
Solicitor for Complainant.

NOTE:

Complainant suggests the name of Virginia Keel.....

as a suitable and competent person to act as commissioner upon the examination of said witnesses.

Beebe & Hall

By: *W. C. Beebe*
Solicitor for Complainant.

Copy of this Demand served on W. H. Hawkins, Guardian
Ad Litem for Thekla E. McPhaul, Defendant.
This the 14th day of September, 1944.

Beebe & Hall

By: *W. C. Beebe*

THE STATE OF ALABAMA, }
Baldwin County

CIRCUIT COURT

TO Virginia Keel

KNOW YE: That we, having full faith in your prudence and competency, have appointed you Commissioner, and by these presents do authorize you, at such time and place as you may appoint, to call before you and examine A. B. McPhaul, W. H. Byrd and J. B. McGrew

as witnesses in behalf of A. B. McPhaul in a cause pending in our Circuit Court of Baldwin County, of said State, wherein

A. B. McPhaul Complainant

and Thekla E. McPhaul

Defendant,

on oath to be by you administered, upon

to take and certify the deposition S of the witness SS and return the same to our Court, with all convenient speed, under your hand:

Witness 18 day of September, 19 44

R. R. Ruck

REGISTER

Commissioner's Fee \$

Witness' Fees, \$

A. B. McPHAUL
COMPLAINANT

VS.

THEKLA E. McPHAUL
DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY SITTING

TO THE HONORABLE W. H. HAWKINS, ESQUIRE, GREETINGS:

KNOW YE THAT the Honorable F. W. Hare, Judge of the Circuit Court of Baldwin County, Alabama, in Equity Sitting, reposing confidence in your integrity and in your knowledge of the law did, by formal order made and entered on the 13th day of September, 1944, appoint you as Guardian Ad Litem for the said THEKLA E. McPHAUL, Defendant in said cause, without service on her;

YOU WILL THEREFORE, if you accept this appointment, appear in the said cause on behalf of the said THEKLA E. McPHAUL and represent her in all things and matters in said suit, that her interest shall be properly protected and the mete and proper things be done in the said cause.

WITNESS my hand and seal this the 14 day of September, 1944.


Register.

THEKLA E. MCPHAUL,
a Non Compos Mentis

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

This cause coming on to be heard is submitted for final decree upon the verified petition of A. B. McPHAUL, guardian for the said THEKLA E. McPHAUL, for final settlement and discharge as guardian;

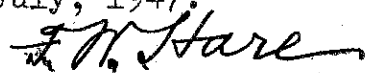
And it appearing from said petition that the said THEKLA E. McPHAUL died September 15, 1945, leaving a last will and testament duly admitted to probate and record in the Probate Court of Baldwin County, Alabama, in which the said A. B. McPHAUL is named as executor and as sole beneficiary;

And it further appearing that the said A. B. McPHAUL has as guardian of the said THEKLA E. McPHAUL aforesaid in his possession the sum of Four thousand one hundred fifty-three dollars and eighteen cents (\$4153.18) and that said monies should be transferred to him as executor of the said THEKLA E. McPHAUL in the said Probate Court and there by him administered as a part of her estate;

NOW THEREFORE, it is ordered, adjudged and decreed that account of the said A. B. McPHAUL as guardian of the said THEKLA E. McPHAUL be and the same is in all things approved, ratified and confirmed and that he be and is hereby authorized, ordered and directed to transfer the funds of THEKLA E. McPHAUL held by him as guardian to A.B. McPHAUL as executor of her estate in the Probate Court and there administered as a part of her estate;

It is further ordered, adjudged and decreed that the said A. B. McPHAUL as guardian of the said THEKLA E. McPHAUL be and he and his bondsmen are hereby discharged.

Done this the 14th day of July, 1947.



Judge.

February 28, 1945

Theckla E. McPhaul

IN ACCOUNT WITH:

A. B. McPhaul

TO:

12 months board Mr. McPhaul Bryce Hospital	\$ 360.00
Ten trips to Tuscaloosa	200.00
Taxes 1943, paid in 1944	162.00
Taxes 1944, paid in 1945	158.00
Chason and Hubert	75.00
House Insurance, Bloxham	21.24
Dresses and Shoes	132.00
Repair House 1944	50.00
Overhauling car	130.22
Insurance	18.21
Cash left at Hospital, Milk fund	50.00
Burial Insurance	16.62
Fire Insurance	10.40
Life Insurance	44.50
Baldwin Supply Company	<u>198.84</u>
Material for Home Mrs. McPhaul	1,627.03

STATE OF ALABAMA
BALDWIN COUNTY

Before me, W. C. Beebe, a Notary Public, Baldwin County, Alabama, this day personally appeared A. B. McPhaul, who being by me duly sworn, deposes and says that the foregoing attached account of A. B. McPhaul, against the estate of Thekla E. McPhaul, a non compos mentis, is true and correct and that the sum of \$1627.03 is justly due and unpaid after deducting all payments and counter claims.

A. B. McPhaul

Sworn to and subscribed before me this the 28 day of February,

1945.

W. C. Beebe
Notary Public, Baldwin County, Ala.

[Handwritten notes and signatures]
2/28/45
A. B. McPhaul
Thekla E. McPhaul
W. C. Beebe
[Illegible handwritten text]

deposited and says that the foregoing attached receipt of A. B. Baldwin, Esq., is a true and correct copy of the original, as shown to the undersigned on the 28th day of February, 1945, and that the sum of \$100.00 is truly due and unpaid after deducting all payments and number of shares.

Filed in office of Judge
of Probate Court, Baldwin
Feb 28, 1945
W. B. Stewart, Judge

W. B. Stewart
W. B. Stewart
W. B. Stewart
W. B. Stewart
W. B. Stewart

Notary Public, Baldwin County, Georgia
[Signature]

Sworn to and subscribed before me this the 28 day of February, 1945.

1945.