

Dorothy S. McWhite )  
Complainant )  
vs )  
William L. McWhite )  
Respondent )

NO. \_\_\_\_\_  
CIRCUIT COURT OF  
BALDWIN COUNTY,  
ALABAMA IN EQUITY.

TO HONORABLE TELFAIR J. MASHBURN, JUDGE OF SAID COURT.

Comes now the Complainant in the above styled cause and shows unto your Honor the following statement of facts, to-wit:

1. Complainant and Respondent are each over the age of twenty-one years, and are each bona fide residents of Baldwin County, Alabama; Complainant and Respondent have each been a resident of said County in said State continuously for more than three years next preceding the date of the filing of this Bill.

2. Complainant further shows that she was married to the Respondent onto-wit the 10th day of February, 1936, at ~~Mobile~~ <sup>Birmingham</sup>, Alabama and lived with him as his wife until to-wit, the 13th day of August, 1949.

3. Complainant further shows that there was born from this marriage one child a daughter, Sudie Lea McWhite, and that said child is now 12 years of age, and that there are no other issue of this marriage.

4. Complainant further shows that on or about March 25, 1949 and on various dates since that time the Respondent has committed actual violence on the Complainant's person, attended with danger to her life or health, or from his conduct there is reasonable apprehension of such violence.

THE ABOVE PREMISES CONSIDERED the Complainant prays that this Court will take jurisdiction of her cause, and that William L. McWhite be made a party Respondent thereto by appropriate legal process and that he be required to plead, answer, or demur thereto within the time prescribed by law, and that upon final hearing you Honor will order, adjudge and decree that the bonds of Matrimony existing between the Complainant and

Respondent be forever severed for and on account of actual violence committed upon the person of the Complainant, the wife, by the Respondent attending ~~with~~<sup>ed</sup> with danger to her life and health or that from his conduct there is reasonable apprehension of such violence. Complainant further prays that the custody of the above named child, Sudie Lea McWhite be awarded to your Complainant but with a right of reasonable visitation by the Respondent. Complainant further prays that this Court shall decree that the Respondent pay to the Complainant a reasonable monthly sum of money for the support and maintenance of said child, Sudie Lea McWhite. Complainant submits herself to the jurisdiction of this Court and offers to do equity toward all parties to the Bill and if she has not asked for the proper relief, she now asks for such other, further, general and special relief as the nature of her cause in equity and good conscience show her to be entitled.

W. Jefferson Bennett  
Solicitor for the Complainant.

# The State of Alabama, Baldwin County

## CIRCUIT COURT, IN EQUITY

DOROTHY S. MCWHITE, Complainant

vs.

WILLIAM L. MCWHITE, Respondent

Agreement of

This cause coming on to be heard was submitted upon Bill of Complaint, ~~DECEED DECREE~~  
the Parties, Answer & Waiver of Respondent ~~DECEED DECREE~~  
and Testimony as noted by the Register, and upon consideration thereof, the Court is of the opinion that the Complainant is entitled to the relief prayed for in said bill.

It is therefore ordered, adjudged and decreed by the Court that the bonds of matrimony heretofore existing between the Complainant and Defendant be, and the same are hereby, dissolved, and that the said Dorothy S. McWhite is forever divorced from the said William L. McWhite for and on account of actual violence committed on the person of the Complainant by the Respondent. Attended with danger to her life and health.

It is further ordered, adjudged and decreed by the Court that all the terms of the Agreement of the Parties filed in this cause are hereby incorporated in and made a part of this decree the same as if set out in full herein.

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 William L. McWhite the Respondent pay the cost herein to be taxed, for which execution may issue.

This 29th day of August, 1949.

J. Fair A. Maslbury  
Judge Circuit Court, In Equity.

I, Alice J. Duck, Register of the Circuit

Court of Baldwin County, Alabama, do hereby certify that the foregoing is a correct copy of the original decree rendered by the Judge of the Circuit Court in the above stated cause, which said decree is on file and enrolled in my office.

Witness my hand and seal this the \_\_\_\_\_ day  
of August, 1949

\_\_\_\_\_  
Register of Circuit Court, In Equity.

No. \_\_\_\_\_ Page \_\_\_\_\_

**The State of Alabama**  
**BALDWIN COUNTY**

In Circuit Court, In Equity

Complainant.

vs.

Respondent.

**DIVORCE DECREE**

**FILED**  
**AUG 29 1949**  
**ALICE J. DUCK, Register**

Dorothy S. McWhite, )  
Complainant, )  
-vs- )  
William L. McWhite, )  
Respondent. )

NO. 2339

IN THE CIRCUIT COURT FOR BALDWIN  
COUNTY, ALABAMA,  
In Equity.

Come the Complainant and the Respondent in the above styled cause and respectfully request this Court to approve and accept the following agreement between said parties by incorporating the pertinent parts thereof as a part of any decree of divorce which may be entered in said cause, if and when a decree is rendered therein:

AGREEMENT

WHEREAS, the parties hereto are husband and wife, but a bill for divorce is pending or is filed contemporaneously herewith, wherein Dorothy S. McWhite is Complainant and William L. McWhite is Respondent; and said parties are desirous of avoiding the embarrassment and difficulties of litigation with respect to alimony or maintenance to be allowed the Complainant herein by compromising and settling said claim and effecting a division of the property belonging to the parties hereto:

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES, and of the mutual stipulations and agreements hereinafter contained, and of the mutual payment of one dollar cash, in hand, paid by each of the parties to the other, the receipt of which is hereby acknowledged, it is mutually stipulated and agreed between the parties as follows:

1. Title to the home of the parties shall be vested in Sudie Lea McWhite, the minor daughter of the parties, subject to the right of the Complainant, Dorothy S. McWhite, to the use and occupancy of said property, in any manner whatsoever, so long as she remains single.

2. All household furniture and effects now in the said home shall be the property of said Sudie Lea McWhite, except: the wardrobe, if it be the property of L. G. McWhite; all government surplus property except the linens; the desk and filing cabinets and contents, thereof; all business papers and books of account; one jade bead, given the respondent by Orlene Lee; one deep freeze machine and the contents, except the fruit, vegetables and one half the chickens; all of which remains the property of the respondent, including one bed and mattress.

3. Respondent shall pay to the Complainant, for the use and support of said minor child, Sudie Lea McWhite, the sum of Twenty Five (\$25.00) Dollars per month for the support and maintenance of said child and shall also keep in force and effect his present policy of government insurance on his life, with said child named as beneficiary therein and respondent shall not have the right to change the beneficiary named in said policy.

4. The Chevrolet coupe shall be the property of the Complainant.

5. The Chevrolet truck shall be the property of the Respondent.

6. The business located on Fairhope pier shall be the property of the Respondent.

7. The custody and education of said minor child, Sudie Lea McWhite is to be awarded to the Complainant, with the provision, however, that said child, if she so desires and consents, shall for one month of each year be in the custody and the care of the Father, as follows:

One week during the month of each June, one week during each month of July, and the last two weeks of each month of August shall be spent with the Respondent.

In addition to the above periods, said child, should she so desire, shall spend three days of each Christmas holidays with the Respondent. Should the Grandparents of said child, Mr. and Mrs. A. B. Campbell, visit Fairhope, Alabama, said minor child shall have the privilege of visiting said Campbells for a period of not less than two hours, should she so desire.

8. Complainant hereby agrees that she will not interfere in any way with correspondence between said child and said grandparents.

9. It is understood and agreed that either party hereto shall have the right of reasonable visitation with said minor child while she is in the custody of the other parent, should said child so desire such visit. It is further understood and agreed between the parties that neither party shall have the right to take said child without the State of Alabama without the consent, in writing, of the other parent.

10. Complainant hereby relinquishes any and all claims she may have to any other joint property of the parties hereto.

11. Respondent hereby relinquishes any and all claims he may have to any other joint property of the parties hereto.

12. The Complainant agrees that so long as this agreement on the part of the Respondent shall be duly performed, the performance of the stipulations and agreements of the Respondent herein contained, shall be considered as the full and complete satisfaction of her claim for maintenance and alimony and to any property owned by them and shall constitute final payment of all just claims.

WITNESS the hands of the parties hereto at Fairhope, Baldwin County, Alabama, in triplicate original on this the 22nd day of August, 1949.

Dorothy S. McWhite

Complainant

J. H. Bennett

Complainant's Solicitor.

William J. McWhite

Respondent

Harold B. Burt

Respondent's Solicitor.

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Dorothy S. McWhite,  
Complainant,  
-vs-  
William L. McWhite,  
Respondent.

NO. 2339

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

To The Honorable Telfair J. Mashburn, Jr., Judge of Said Court in  
Equity.

Comes your petitioner, Dorothy S. McWhite, who is over  
the age of Twenty-One (21) years, and respectfully shows unto the  
Court as follows:

(1) That on the 29th day of August, 1949, in the above  
entitled cause, a final decree was rendered divorcing your petitioner,  
the Complainant, from William L. McWhite, her husband; and in said  
decree the said William L. McWhite was directed to pay to your pe-  
titioner on the first day of September, 1949 and monthly thereafter,  
the sum of \$25.00 for the support and maintenance of the child of  
said William L. McWhite and your petitioner, Sudie Lea McWhite.

(2) That said William L. McWhite has failed for the past  
four months to make the said payment of \$25.00 per month as required  
by said decree, although having sufficient means to comply with said  
decree, and has willfully and contemptuously refused to obey said  
decree.

The premises considered, your petitioner prays that a rule  
be issued to said William L. McWhite requiring him at a time and  
place therein stated, to appear before the Court and show cause, if  
any he have, why he should not be punished as for a contempt.

And petitioner prays for such other and further relief as  
may be meet and proper.

Dorothy S. McWhite  
Petitioner.

-----  
STATE OF ALABAMA )  
BALDWIN COUNTY )

Before me, J. Jefferson Bennett, a Notary Public in and for  
the State of Alabama at Large, personally appeared Dorothy S. McWhite,  
who signed the above petition and who is known to me and who being by  
me first duly sworn, deposes and says that she has knowledge of the  
facts stated in the above petition and that same are true. 11/31/50

J. Jefferson Bennett  
NOTARY PUBLIC.



RECORDED

# 2339

In Equity  
M<sup>rs</sup> White  
vs.  
M<sup>rs</sup> White

Petition for Rule  
to Show Cause

FILED  
JAN 31 1950  
ALICE J. DUCK, Registrar

Received in Sheriff's Office  
this 31 day of Jan 1950  
TAYLOR WILKINS, Sheriff

Executed Feb. 2 1950  
by serving copy of within Summons and  
Complaint on

William E. McWhite

Taylor Wilkins  
At 7 Hall  
By Floyd Phillips

Dorothy S. McWhite,  
Complainant.

Vs.

William L. McWhite,  
Respondent.

No. 2339

In the Circuit Court of  
Baldwin County, Alabama.

In Equity.

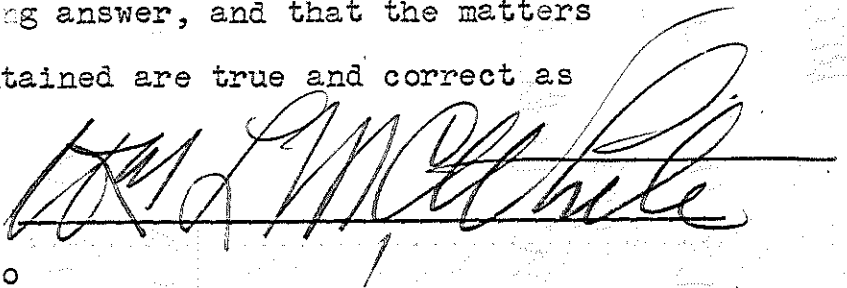
Comes now the above named William L. McWhite,  
the Respondent named in that certain RULE NISI heretofore  
issued out of this Honorable Court in the above entitled  
cause, and answering said rule nisi, says:

1. Respondent admits the truth of the allegations  
and matters set forth in paragraph numbered one of the  
verified petition filed in this cause by the Complainant  
upon which said rule nisi issued.
2. Respondent denies the truth of the following  
allegation, "although having sufficient means to comply  
with said decree, (He) has willfully and contemptuously  
refused to obey said decree." said allegation being  
contained in paragraph numbered two of said petition,  
and is a part of said petition upon which said rule nisi  
is based.
3. Respondent avers that he has not had sufficient  
money with which to maintain himself, discharge his  
obligations and pay said sum of \$25.00 per month to  
Complainant.
4. Further answering, Respondent specifically denies  
that he has, at any time, been guilty of contumacious  
conduct, but - on the contrary, has, at all times,  
entertained the highest regard and respect for this Court  
and its judgments and decrees, and has, at all times,  
when able, respectfully complied therewith.

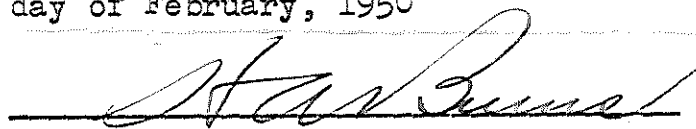
  
Respondent.

The State of Alabama )  
Baldwin County )

Personally appeared before me, the undersigned  
authority, a Notary Public in and for said County in  
said State, William L. McWhite, who being by me first  
duly sworn, deposes and says that he is the respondent  
who signed the foregoing answer, and that the matters  
and things therein contained are true and correct as  
stated.

A handwritten signature in dark ink, appearing to read "W. L. McWhite", written over a horizontal line.

Subscribed and sworn to  
before me on this the 17  
day of February, 1950

A handwritten signature in dark ink, appearing to read "H. A. Burns", written over a horizontal line.

Equity No. 2339  
RECORDED

Ms White

vs.

Ms White

Answer to  
Contempt  
Proceedings.

Filed: February 18,  
1960.

Telfair J. Mathis, Jr.  
Judge.

Dorothy S. McWhite,  
Complainant,

-vs-

William L. McWhite,  
Respondent.

NO. 2339

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

To the Hon. Telfair J. Mashburn, Jr., Judge of said Court, in equity.

Comes your petitioner, Dorothy S. McWhite, who is over the age of Twenty-One years and respectfully shows unto the Court as follows:

1. That on the 29th day of August, 1949, in the above entitled cause, a final decree was rendered, divorcing your petitioner, the Complainant, from William L. McWhite, her husband; and in said decree your petitioner and the said William L. McWhite were directed to convey to Sudie Lea McWhite, the minor daughter of the parties in this cause, the home of said parties, such conveyance subject, however, to the use and occupancy of said property in any manner whatsoever, of your petitioner, Dorothy S. McWhite, so long as she remains single.

2. That said home is more particularly described as follows:

All the improvements on and the Lessees' leasehold interest in land bounded by lines described as follows: Begin at an iron pipe on the South side of Morphy Avenue, 22.35 feet East of a concrete stake on the West line of the Northwest quarter of the Southeast quarter of the Southwest quarter; thence East 123.5 feet to a corner fence post; thence South 200 feet to an iron pipe; thence West 88.5 feet to an iron pipe; thence North 23 feet to a pecan tree; thence West 35 feet to an iron pipe; thence North 177 feet to the place of beginning; lying in the Northwest quarter of the Southeast quarter of the Southwest quarter, Division 4 of the land of the Fairhope Single Tax Corporation in the Town of Fairhope, Alabama, as per its plat thereof filed for record September 13, 1911.

3. That your petitioner has signed a conveyance in accordance with the terms of said decree but, that the said William L. McWhite has failed to execute said conveyance or any other as required by said decree and that a reasonable time for his execution of said conveyance has expired.

The premises considered, your petitioner prays that this Honorable Court, in accordance with and under the powers contained in Equity

Rule 7, of the Code of Alabama, will issue a rule to said William L. McWhite requiring him at a time and place therein stated, to appear before this Honorable Court and show cause, if any he have, why your Honor should not order, adjudge and decree that the Register of this Court be directed to execute a conveyance of the above described property in accordance with the terms of said former decree of this Court, dated August 29, 1949 and that said William L. McWhite, the Respondent be taxed with the costs to accrue from this petition and the conveyance prayed for.

And petitioner prays for such other and further relief as in equity and good conscience may be proper.

Dorothy S. McWhite  
Petitioner.

-----  
STATE OF ALABAMA )  
BALDWIN COUNTY )

Before me, J. Jefferson Bennett, a Notary Public in and for the State of Alabama at Large, personally appeared Dorothy S. McWhite, who is known to me and who being by me first duly sworn, deposes and says that she has knowledge of the facts stated in the above petition and that same are true.

J. Jefferson Bennett  
NOTARY PUBLIC.

RECORDED

# 2339

Ms White vs.

Ms White

Petition for Rule  
To Show Cause

Received in Sheriff's Office  
this 30 day of May 1950  
TAYLOR WILKINS, Sheriff

Executed 5-31-1950  
by serving copy of within Summons and  
Complaint on

William S. McWhite

Taylor Wilkins Sheriff

By H. F. Hall Deputy Sheriff

FILED

MAY 29 1950

ALICE J. DUCK, Register

DOROTHY S. MCWHITE )  
Complainant )  
-vs- )  
WILLIAM L. MCWHITE )  
Respondent )

NO. 2339

CIRCUIT COURT FOR BALDWIN  
COUNTY, ALABAMA, IN EQUITY.

COMMISSIONER'S CERTIFICATE

By virtue of the Commission granted unto me by agreement of the parties, I, Joyce Blaylock, as such Commissioner have called and caused to come before me the said Dorothy S. McWhite and Minnie McKenzie, witnesses, on this the 27<sup>th</sup> day of August, 1949, at the office of J. Jefferson Bennett in Fairhope, Alabama, and having duly cautioned and sworn the witnesses to speak the truth, the whole truth and nothing but the truth, Dorothy S. McWhite and Minnie McKenzie the said witnesses, depose and say as follows:

TESTIMONY OF DOROTHY S. MCWHITE  
FAIRHOPE, ALABAMA

My name is Dorothy S. McWhite and I now live in the city of Fairhope, Alabama. I am the wife of William L. McWhite, the Respondent in this case, and I am the Complainant in this case. I am over the age of 21 years and the Respondent, my husband, is also over the age of 21 years.

The Respondent and I were married on the 10th day of February, 1936, at Birmingham, Alabama. We lived together as husband and wife until the 13th day of August, 1949. On that date we separated and are now living separate and apart.

We moved to Fairhope in the summer of 1945 and maintained our home there continuously since that date to this one.

There has been born to us one child, and no other. The child's name is Sudie Lea McWhite and she is now 12 years of age. This child is now living with me.

My husband and I have had trouble with each other since about the third year of our marriage. Since that time the Respondent has threatened my life and beaten me on numerous occasions. He seems to have an ungovernable temper over which he loses control with little or no warning. At such times I have been the unfortunate object of his abuse. My husband very often drinks to excess and



at such times I fear for my life.

One one such occasion namely on or about the 26th of April, <sup>1949</sup> around mid-night, he came in and had been drinking heavily. He began to curse me as he entered our house, ~~\_\_\_\_\_~~ ~~\_\_\_\_\_~~ and then followed me when I ran into my bedroom. He began to beat me over the head with his fists. I tried to protect myself with my arms and he beat them so hard that they were swollen and discolored for more than a week. He finally stopped because our daughter was crying. 9/3

On or about the 16th day of July, 1949, I discovered some whiskey he had hidden at his place of business. I took the whiskey to the private club from which he had bought it, for I knew that he was dangerous when drinking. He followed me to the club, caught me as I was returning the whiskey to the bartender and threatened to "beat me until I couldn't move". One of the men from the club grabbed him and made him leave.

In view of these events, his constant threats, and other abuse, I do not think it would be safe for my health or my life to continue living with the Respondent. I feel that for my own protection as well as the wellfair of my child, I have no other choice but this proceeding.

  
Dorothy S. McWhite

TESTIMONY OF MINNIE MCKENZIE

FAIRHOPE, ALABAMA

My name is Minnie McKenzie, I am over the age of 21 years, I live in Fairhope, Alabama, and I am the sister of Dorothy S. McWhite the Complainant in this case.

I am familiar with the married life of the Complainant and the Respondent since the time they moved to Fairhope in 1945. I know that my sister, Dorothy, has been afraid for her life many times in the past two years. On three separate occasions the Complainant has called my husband and I over the telephone and asked that we come over to protect her from the Respondent. Each time we would arrive to find the Respondent threatening the Complainant.

Each time the Complainant appeared to be in great distress. On one occasion the Respondent threatened my husband, myself and the Complainant with a pistol, threatening to shoot us if we didn't leave.

My sister has shown me ~~m~~e bruises on her body and told me that they were inflicted by her husband, the Respondent.

I do not believe it is safe for the Complainant to live with the Respondent any longer.

Minnie McKenzie  
Minnie McKenzie

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I, Joyce Blaylock, the Commissioner in said Commission named, do hereby certify that the foregoing testimony was taken down and written by me in the words of the witnesses, Dorothy S. McWhite and Minnie McKenzie; was read over to them, that they assented, swore to and subscribed the same in my presence at the time and place herein mentioned: that I have personal knowledge of the identity of said witnesses; that I am not of counsel or kin to either of the parties of said cause, nor interested in the event thereof. And I enclose the said testimony, to the said Register in Chancery as my full execution of said Commission.

Given under my hand and seal this 25<sup>th</sup> day of August, 1949.

Joyce Blaylock (LS)

Commissioner herein respectfully requests that a commissioner's fee in the sum of \$5.00 be allowed in this cause.

Joyce Blaylock  
COMMISSIONER

No. 2389

Parolby S. McWhite,  
Complainant

vs.

William S. McWhite,  
Respondent

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Commissioner's Report

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FILED

AUG 29 1949

ALICE J. DUCK, Register

SUMMONS AND COMPLAINT

Moore Printing Co.

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 2339

-----TERM, 1949

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon William L. McWhite

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in  
the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against \_\_\_\_\_

William L. McWhite, Defendant-----

by Dorothy S. McWhite

\_\_\_\_\_, Plaintiff-----

Witness my hand this 22nd day of August 1949

Blair J. Lusk, Clerk

Dorothy S. McWhite  
Complainant )  
vs )  
William L. McWhite  
Respondent )

NO. \_\_\_\_\_  
CIRCUIT COURT OF  
BALDWIN COUNTY,  
ALABAMA IN EQUITY.

TO HONORABLE TELFAIR J. MASNBURN, JUDGE OF SAID COURT.

Comes now the Complainant in the above styled cause and shows unto your Honor the following statement of facts, to-wit:

1. Complainant and Respondent are each over the age of twenty-one years, and are each bona fide residents of Baldwin County, Alabama; Complainant and Respondent have each been a resident of said County in said State continuously for more than three years next preceding the date of the filing of this Bill.

2. Complainant further shows that she was married to the Respondent onto-wit the 10th day of February, 1936, at Birmingham, Alabama and lived with him as his wife until to-wit, the 13th day of August, 1949.

3. Complainant further shows that there was born from this marriage one child a daughter, Sudie Lea McWhite, and that said child is now 12 years of age, and that there are no other issue of this marriage.

4. Complainant further shows that on or about March 25, 1949 and on various dates since that time the Respondent has committed actual violence on the Complainant's person, attended with danger to her life or health, or from his conduct there is reasonable apprehension of such violence.

THE ABOVE PREMISES CONSIDERED the Complainant prays that this Court will take jurisdiction of her cause, and that William L. McWhite be made a party Respondent thereto by appropriate legal process and that he be required to plead, answer, or demur thereto within the time prescribed by law, and that upon final hearing you Honor will order, adjudge and decree that the bonds of Matrimony existing between the Complainant and

Respondent be forever severed for and on account of actual violence committed upon the person of the Complainant, the wife, by the Respondent attending <sup>ad</sup> with danger to her life and health or that from his conduct there is reasonable apprehension of such violence. Complainant further prays that the custody of the above named child, Sudie Lea McWhite be awarded to your Complainant but with a right of reasonable visitation by the Respondent. Complainant further prays that this Court shall decree that the Respondent pay to the Complainant a reasonable monthly sum of money for the support and maintenance of said child, Sudie Lea McWhite. Complainant submits herself to the jurisdiction of this Court and offers to do equity toward all parties to the Bill and if she has not asked for the proper relief, she now asks for such other, further, general and special relief as the nature of her cause in equity and good conscience show her to be entitled.

Solicitor for the Complainant.

DOROTHY S. McWHITE,

Complainant,

VS.

WILLIAM L. McWHITE,

Respondent.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. 2339.

This day came Dorothy S. McWhite and filed herein her verified petition praying that William L. McWhite be required to appear and show cause, if any he have, why an order should not issue from this Court directing the said Register thereof to execute a deed in accordance with the provisions of Equity Rule 7, Code of Alabama, to the land described in said petition; that upon a consideration of said petition, it is

ORDERED, ADJUDGED AND DECREED by the Court that the said William L. McWhite appear before the Court at 10:00 o'clock A. M., on the 12th day of June, 1950, in the court room of the Circuit Court of Baldwin County, at Bay Minette, Alabama, and show cause, if any he have, why such order should not be issued by this Court.

IT IS FURTHER ORDERED that a copy of this petition and this order be served on the said William L. McWhite by the Sheriff of Baldwin County, Alabama.

Done and ordered this 29th day of May, 1950.

Jelfair J. Mashburn, Jr.  
Judge

Dorothy S. McWhite,  
Complainant,

-vs-

William L. McWhite,  
Respondent.

NO. 2339

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

This day came Dorothy S. McWhite and filed herein her verified petition praying that William L. McWhite be required to appear and show cause, if any he have, why he should not be punished as for a contempt in regard to the nature of things set out in the verified petition; and upon consideration of the said petition, it is

Ordered, Adjudged and Decreed by the Court that the said William L. McWhite appear before the Court at 10 o'clock A. M. on the 11<sup>th</sup> day of February, 1950 in the Court Room of the Circuit Court of Baldwin County, at Bay Minette, Alabama, and show cause, if any he have, why he should not be punished as for a contempt.

It is further ordered that a copy of this petition and this Order be served on the said William L. McWhite by the Sheriff of Baldwin County, Alabama.

Done and ordered, this the 31<sup>st</sup> day of ~~February~~ <sup>January</sup>, 1950.

Julius A. Maduberry, Jr.  
Circuit Judge In Equity.



8581. NOTE OF TESTIMONY

Printed by the Baldwin Times, Bay Minette, Alabama.

No. 2339

Dorothy S. McWhite

vs.

William L. McWhite

THE STATE OF ALABAMA

Baldwin County

IN EQUITY

Circuit Court of Baldwin County

This cause is submitted in behalf of Complaint upon the original Bill of Complaint,

Agreement of the parties and the testimony of Dorothy S. McWhite and Minnie  
McKenzie

and in behalf of Defendant upon Answer and Waiver

*W. J. Bennett*  
Register.  
*W. J. Bennett*, Complainant's  
Solicitor

Dorothy S. McWhite  
Complainant

-vs-

William L. McWhite,  
Respondent.

NO. 2339

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

This cause coming on to be heard on the sworn petition of the Complainant, Dorothy S. McWhite, and upon the testimony which has been taken orally before the Court; and upon consideration of the same, the Court is of the opinion that Complainant, is entitled to the relief prayed for in said petition.

It is therefore ordered, adjudged and decreed that the Respondent, William L. McWhite, within thirty days from the date of this decree, execute a conveyance of all his interest in and to the following described property, which is the former home of the parties to this cause, and more particularly described as follows:

All the improvements on and the lessees' leasehold interest in land bounded by lines described as follows: Begin at an iron pipe on the South side of Morphy Avenue; 22.35 feet East of a concrete stake on the West line of the Northwest quarter of the Southeast quarter of the Southwest quarter; thence East 123.5 feet to a corner fence post; thence South 200 feet to an iron pipe; thence West 88.5 feet to an iron pipe; thence North 23 feet to a pecan tree; thence West 35 feet to an iron pipe; thence North 177 feet to the place beginning; lying in the Northwest quarter of the Southeast quarter of the Southwest quarter, Division 4 of the land of the Fairhope Single Tax Corporation in the Town of Fairhope, Alabama, as per its plat thereof filed for record September 13, 1911.

It is further ordered, adjudged and decreed that said conveyance shall be drawn so as to name Sudie Lea McWhite, therein as Grantee, subject, however, to the right of Dorothy S. McWhite, to the use and occupancy of said property, in any manner whatsoever, so long as she remains single.

It is further ordered, adjudged and decreed that should the said Respondent, William L. McWhite, fail to execute the conveyance herein ordered, within the time prescribed, then, in that event, the Register of this Court is directed to execute the herein described conveyance, as from William L. McWhite, in accordance with the

Dorothy S. McWhite,  
Complainant

Vs.

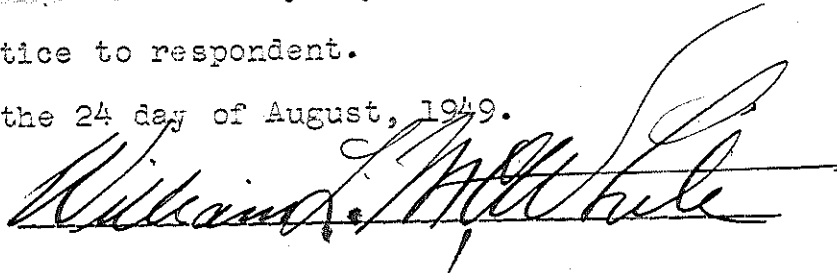
William L. McWhite  
Respondent

In the Circuit Court of  
Baldwin County, Alabama  
In Equity.

Comes now the above named respondent, William L. McWhite, and accepts service of a copy of the Bill of Complaint, and waives further service and time, and further agrees that said cause may be submitted for final decree at any time without further notice to him.

Respondent hereby waives the issuance of any commission to take testimony and agrees that Joyce Blalock, may act as commissioner to take testimony herein, and that said testimony may be taken at any time without notice to respondent.


Dated this the 24 day of August, 1949.



State of Alabama )  
Baldwin County )

I, H. A. Burns, a Notary Public in and for said County in said state, hereby certify that William L. McWhite, whose name is signed to the foregoing waiver and acceptance of service, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand on this the 24 day of Aug. 1949.

  
Notary Public.

RECORDED  
RECORD

No. 2339

Dorothy S. McWhite,  
Complainant

vs.  
Wm. L. McWhite,  
Respondent

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Answer & Waiver of  
Respondent

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FILED

AUG 29 1949

ALICE J. DUCK, Register

J. JEFFERSON BENNETT

Attorney at Law  
Pitman Building  
FAIRHOPE, ALABAMA

June 21, 1950

Mrs. Alice J. Duck,  
Register, Circuit Court,  
Bay Minette, Alabama

Re: McWhite -vs- McWhite, No. 2339 in Equity.

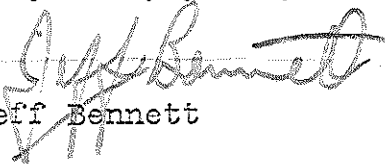
Dear Mrs. Duck,

On June 12th the Court issued a decree in a supplementary proceeding in the above case ordering the Respondent, William L. McWhite to execute a deed to certain property and provided that should such deed be not executed, you, as Register, would execute it for him.

This will inform you that the deed has been signed by the Respondent and received by the Complainant and that the matter is now closed in that particular.

The decree ordered the Respondent to pay the costs and you may now bill him for these costs which accrued on the petition and hearing.

Very truly yours,

  
Jeff Bennett

JB:jmb

*Transcript # 700*

DOROTHY S. McWHITE,  
Complainant,  
VS.  
WILLIAM L. McWHITE,  
Respondent.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
IN EQUITY. NO. 2339.

TESTIMONY TAKEN IN OPEN COURT ON  
FEBRUARY 18, 1950

APPEARED for Dorothy S. McWhite

Hon. J. Jefferson Bennett  
Fairhope, Alabama

For William L. McWhite

Hon. H. A. Burns  
Fairhope, Alabama

Mrs. Dorothy S. McWhite, having been first duly  
sworn, testified as follows:

ON DIRECT EXAMINATION

By Mr. Bennett

Q. Will you state your name and residence?

A. Dorothy S. McWhite, Fairhope.

Q. Are you the complainant in the case in which William L. McWhite  
is respondent, Equity Case No. 2339, in this Court, that case  
in which a decree was rendered on the 29th day of August, 1949?

A. Yes.

Q. Is that the decree which incorporated an agreement filed by you  
and the respondent in that case?

A. Yes.

Q. In that agreement does paragraph three provide that the respondent  
should pay to you for the support of the minor child, Sudie Lea  
McWhite, the sum of twenty five dollars per month?

A. Yes.

Q. How much have you received under that decree from the respondent  
in that case?

A. Twenty-five dollars.

FILED  
FEB 23 1950  
ALICE A. DUCK, Register

- Q. You have received \$25.00 since the date of the decree?
- A. Since the date of the decree.
- Q. I will ask you if you are familiar with the financial condition of William L. McWhite, the respondent?
- A. Yes I know-
- Q. You are familiar with and know his income?
- A. Yes, his income other than the business.
- Q. Do you know whether or not the respondent receives a monthly payment of retirement pay from the Navy?
- A. Yes, he does.
- Q. Do you know the amount of that monthly payment?
- A. It was \$140.98 with the insurance taken out.
- Q. He received that per month?
- A. Received it per month.
- Q. Do you know the present occupation of the respondent?
- A. Operating a concession.
- Q. What do you mean by concession?
- A. Well, he has a concession at the foot of Fairhope Avenue on the bay.
- Q. In Fairhope, Alabama.
- A. In Fairhope, Alabama.
- Q. Is that his own business?
- A. Yes.
- Q. He has been and is now engaged in that business since this decree was entered?
- A. Yes.
- Q. Have you made any demand on the respondent that payments be made in accordance with the decree?
- A. No. Other than when I went to you.
- Q. None other than the demand sent by me?
- A. That's right.
- Q. Is the child, Sudie Lea, in your care and custody?
- A. She is.
- Q. Are you providing her with home, food and clothing?
- A. Yes.

ON CROSS EXAMINATION

By Mr. Burns

Q. Mrs. McWhite, do you know anything about the present income of the business?

A. About his - no, I don't.

Q. Then so far as you know the only income he has is the \$140.00 paid as retirement pay?

A. I know he gets that. What he is doing with the business I haven't tried to find out.

Q. Mrs. McWhite, what is the rental income from the, income from the home place?

MR. BENNETT: I object. We are concerned with the decree of this Court directing the respondent to make payment to the complainant. The decree has not been complied with. It is not involved in this, the ability of respondent to meet his obligation -

THE COURT: Overrule the objection. As I recall the home was owned jointly and was conveyed to her as part of the settlement.

MR. BENNETT: The home was conveyed under the agreement to Sudie Lea with the right of Mrs. McWhite to the use and occupancy as part of the property settlement.

THE COURT: All right. I will let her answer the question.

WITNESS: \$50.00 a month.

MR. BURNS: Is there any other income due Sudie Lea?

MR. BENNETT: We object to that question, presuming certain facts. There is no evidence before the Court that \$50.00 is due Sudie Lea.

THE COURT: The Court knows what is in the agreement. Sustain the objection unless it's part of the property involved in this case. The Court knows the income from the rental of that property is supposed to go to the child, properly belongs to the child.

MR. BENNETT: I would like to show the agreement to the Court. Seems to be one of the points of disagreement between the other counsel and myself, contend that the decree did not provide that in paragraph 1.

THE COURT: Overrule the objection.

MR. BURNS: Does she have any other income from property formerly conveyed to her under terms of this decree?

A. No. No other property conveyed to her other than this.



- Q. Mrs. McWhite, in your petition here you state that although having sufficient means to comply with said decree, he has wilfully and contemptuously refused to obey said decree. Now, on your own personal knowledge do you have any information on which to base that statement, or what information do you have on which to base that statement?
- A. That he does not want to pay?
- Q. That he has sufficient means and wilfully and contemptuously refused to pay?
- A. I know that he gets a certain amount from the government every month and I know he hasn't paid but that one time.
- Q. You don't know that he wilfully refuses to has been able to pay it?
- A. I do know he hasn't paid and I understood that he told you he wasn't going to pay it.
- Q. You don't know anything or have any personal knowledge that out of spite or contempt he has refused to pay this or whether he was able to pay? Do you know what his obligations are?
- A. I feel that he should pay it.
- Q. I'm asking for facts, Mrs. McWhite. Do you know what his obligations he has other than the \$25.00 a month that he agreed to pay?
- A. Know of any other obligations - I know he was supposed to have made Sudie Lea the beneficiary of the insurance and keep that up.
- Q. Do you know any debts he has?
- A. No.
- Q. You don't know what his present indebtedness was at the time the decree was rendered?
- A. No, I don't.
- Q. Then you are not in position to tell the Court whether or not Mr. McWhite, the respondent, is able to pay this \$25.00 at the present time?
- A. All I know is what he gets from the Government. What else, I don't know.
- Q. You have made no investigation or attempt to make no investigation to see what his capacity is to pay?

A. No.

Q. So far as you know the only asset he has down there is the money he gets from the Government?

A. From the government.

ON RE DIRECT EXAMINATION

By Mr. Bennett

Q. In connection with the business you stated you didn't know what the income was. Is there any way you could have possibly found out the net income from that?

MR. BURNS: We object to the question.

THE COURT: I will let her answer.

A. Way I could find out? I don't know. I don't know of any way.

Q. I will ask you to answer then at the time this decree was entered whether or not any new improvements were made to this business property?

A. Of his place down there?

Q. Yes?

A. I haven't been in his place. I have heard others say he has torn it up two or three times.

Q. That is hearsay, just restrict your answer to what you have seen.

A. I have seen his chimney from the outside.

Q. What kind of chimney?

A. To the barbecue pit. I noticed the chimney.

Q. Have you seen any other improvements?

A. Has recently painted it.

Q. Do you know of any other changes since that time?

A. No, I don't.

Q. In connection with the house that you rented, what expenses do you have in connection with keeping the house up and available?

A. I spent about \$400.00 on it back in the fall for plumbing, papering and painting the inside and fixing the ceilings.

Q. How much are the annual taxes on this property?

A. From the Colony the rent is \$63.00 and something.

Q. Have you paid this \$400.00 from your own funds?

A. I have.

Q. Did you pay the Colony rent from your own funds?

A. I have and the payments on the loan of \$50.00 a month, kept those up and paid that.

Q. At the time this decree was signed what was the outstanding debt on that home?

A. It was close to \$400.00.

Q. You discharged that entirely?

A. I have.

Q. Paid it from your own funds?

A. Paid with my own funds.

Q. Are you presently working?

A. Yes, I am.

Q. Where do you work?

A. Fairhope public school and I have also done private duty.

Q. Private nursing?

A. Yes.

Q. How many hours do you figure you spend a day working?

A. I spend seven hours or better at school. I can't give you the exact hours on private duty. It has been eight hours in addition to the other on numerous times.

MR. BURNS: Not per day?

WITNESS: Yes, per day.

MR. BENNETT: Since the time the decree was signed how much do you figure it costs you per month to support and care for the child, Sudie Lea?

A. Well, I have bought clothes and -

Q. Had any medical expense?

A. No, I haven't. I do have a \$15.00 dental bill to pay for her. That's all

ON RE CROSS EXAMINATION

By Mr. Burns

Q. That the only expenses you have of the child?

A. Yes.

- Q. What would that average per month?
- A. For our - I can't give you the exact figures.
- Q. Speaking of working seven hours at school, what is your salary?
- A. I get \$35.00 a week from the school.
- Q. From your private duty?
- A. For private duty I get \$9.00 for eight hours work or \$10.00 for a night.
- Q. Expressly during the month you make about how much extra?
- A. I guess I make at least \$50.00 or more extra.
- Q. Now this mortgage on the house, how was that payable?
- A. In payments of \$50.00 a month.
- Q. You anticipated those payments did you not? You paid them off before they came due?
- A. I have paid them.
- Q. Before they came due?
- A. Yes.
- Q. Mrs. McWhite, there has been nothing said about bonds purchased from service pay while he was in the Navy?
- A. I have no bonds purchased from his money except one which he gave me. I purchased one \$100.00 bond which he gave me the money for. He gave it to me as a gift and I in turn bought a bond with it.
- Q. Any other bonds?
- MR. BENNETT: If it please the Court I am going to object to this line of questioning not concerning the property involved. It would take two or three days.
- THE COURT: I don't see how we can go back now. I decided with you. That's all

Mr. William L. McWhite; after having been first duly and legally sworn, testified as follows:

ON DIRECT EXAMINATION

By Mr. Burns

First, I make a motion to exclude the testimony. There has been no contemptuous conduct shown.

THE COURT: Deny the motion.

Q. What, - is your name William L. McWhite?

A. Yes.

Q. Are you the respondent in the rule nisi which has been issued?

A. Yes.

Q. Chief, I will ask you, after this rule issued you had an audit made of your books to determine your financial condition?

A. The books are kept at the present time but my former wife had them.

MR. BENNETT: We object. The answer is not responsive to the question.

THE COURT: Sustain the objection.

Q. From the first day of September, excluding the month of August, is that statement I hand you correctly reflect your books of your business down there?

A. It does.

Q. What obligations do you owe as of February 1st, Mr. McWhite?

MR. BENNETT: May it please the Court we object, from this particular record to prove his financial condition, if he is preparing to enter it as evidence.

THE COURT: Overrule the objection.

MR. BENNETT: We except.

A. My indebtedness was fifteen hundred dollars plus three hundred dollars and relatives seven hundred dollars.

Q. Tell the Judge who that is.

A. Mother and two brothers. A. B. Campbell two thousand dollars and a friend three hundred and fifty dollars.

Q. Who is that?

A. Is it fair to say? Ben Plankett. Fairhope Hardware fifty-eight eighty. Ponder and Company \$125.00, Klumpp Motor Company eighteen dollars, G. M. A. C. \$285.00, Coca Cola Company \$210.00, Mrs. Minnie Moore \$100.00, Theodore Page \$25.00 and the outstanding bills on stock were \$56.80 and that makes a total of \$5728.60. The bills payable in monthly installments.

Q. Wait a minute. Are any of these bills or amounts payable in monthly installments?

A. Except the ones I have listed, three.

Q. What ones are payable in installments?

A. Fairhope bank, G. M. A. C. and Coca Cola.

- Q. What is the total of the installments?
- A. \$76.80 a month.
- Q. This \$1500.00 account, the note owing the Bank of Fairhope, how is that payable?
- A. \$40.00 a month for two months and \$300.00 personal note in thirty days.
- Q. When the season opens how does the note become payable?
- A. Fifty dollars per week.
- Q. The payment changes from \$40.00 a month to \$50.00 a week?
- A. Yes.
- Q. When does the season open?
- A. About the fifteenth of May.
- Q. When does it close?
- A. Closes three and a half or four months later.
- Q. About the first of September?
- A. About the first of September.
- Q. The account to Coca Cola company, how is that payable?
- A. Twenty dollars a month.
- Q. The account to G. M. A. C.?
- A. \$16.80 a month.
- Q. That makes the total monthly payments of \$76.80?
- A. Yes.
- Q. Deducting those claims that are payable in installments from the total of the obligations your business owes, what is the balance that is payable monthly?
- A. The balance would be the difference between \$1995.00 and \$5728.60, subtract that from the other payable on demand, leave a balance of \$3733.60.
- Q. Chief, what is the income from your business by the month starting the first of September to January?
- A. For September and October close to, gross of \$227.42 for those two months, November closing down practically, \$12.54 and December it was \$318.03, January \$502.41 making a total of \$1060.40 for the five months income.

Q. Is that total receipts or net?

A. That is total receipts of income, no profit or nothing.

Q. That gives a total, an average total receipts for the month of how much?

A. \$212.08 per month.

Q. Let's break the expenses down a month, what expenses -

MR. BENNETT: We object to that question; going into the operation of the business, his books of account -

THE COURT: I will let him testify as to what he is doing.

MR. BENNETT: We except.

Q. You know what the expenses is of that business?

A. Yes. Labor \$100.00, electric bill \$25.00, installment payments \$76.80 and stock, estimated at \$75.00, left out rent.

Q. This installment payments, the one you testified about, \$76.80, you estimated the stock is that correct figures on that, you pay out each month for supplies?

A. I usually pay out each month for supplies.

Q. For what you sell?

A. That's right.

Q. Now, Chief, let's get your total income?

A. \$212.08.

Q. From the business?

A. From the business.

Q. Retirement pay of \$148.00 which gives you \$360.08?

A. That's every cent I have coming in.

Q. That you have had coming in for the past five months?

A. Right.

Q. Your average receipts are \$212.08 and your monthly expenses are \$276.00, the amount that has to be paid each month?

A. That's right.

Q. What is the difference between your total income and monthly expenses of the business?

A. \$83.28.

Q. That has been your average income for the past five months since the date of this decree?

A. That's right.

Q. Have you paid anything on these claims that are not payable in installments out of this \$83.28?

A. No, not out of the \$83.38.

Q. The total indebtedness of \$3773.63 is not taken care of by installments?

A. That's right.

MR. BURNS: That's the picture, Judge.

ON CROSS EXAMINATION

By Mr. Bennett

Q. Mr. McWhite, you testified you owe the Bank of Fairhope \$1500.00 and \$300.00?

A. Yes.

Q. Will you state to the Court the date you became obligated on this \$1500.00 note, when you borrowed that?

A. The date my wife left with the receipts from my business I went up and refinanced.

Q. When did you borrow this money, Mr. McWhite?

A. Borrowed \$1,000.00 when I bought Page out.

Q. What date?

A. I will have to check the dates on the books, I can't give the exact date I refinanced.

Q. Did you borrow the \$1,000.00 before your separation or after?

A. I will have to check the dates I refinanced.

Q. At the time you separated how much did you owe the Bank?

A. \$1,000.00.

Q. And since your separation you have borrowed an additional \$800.00?

A. More than that. I paid it down to that.

Q. At the time of your separation how much did you owe relatives?

A. Owed relatives at the time of separation nothing.

Q. At the time of the separation how much did you owe A. B. Campbell?

A. Nothing.

Q. At the time of the separation how much did you owe your friend?

A. Nothing.



- Q. At the time of your separation how much did you owe the Fairhope Hardware and Supply?
- A. Around about \$190.00 some odd dollars.
- Q. Ponder and Company?
- A. \$300.00.
- Q. Klumpp?
- A. Either \$14.00 or \$9.00 would have to check that.
- Q. How much did you owe G. M. A. C. at that time?
- A. \$16 whatever the payments are.
- Q. The obligation was in effect at the time of the separation?
- A. Yes, had bought the deep freeze.
- Q. How much did you owe the Coca Cola Company at the time of the separation?
- A. Same as that - - about \$20.00 a month.
- Q. How much did you owe Minnie Moore at the time of the separation?
- A. Nothing.
- Q. I believe you testified to the Court that your average monthly receipts was \$212.08?
- A. That was taken from my books.
- Q. And that your average monthly expenses were \$276.80?
- A. Yes.
- Q. You included in those expenses installment payments on obligation of \$76.80? Is that correct?
- A. That was two refrigerators.
- Q. That includes installment payments of \$40.00 a month to the bank, is that correct?
- A. Yes. Installments of \$76.80 up to date of monthly installments.
- Q. \$1,000.00 of that debt to the Bank of Fairhope you owed before the separation?
- A. That's right.
- Q. On the first, did you owe this \$2,000.00 to A. B. Campbelle during the month of October, 1949?
- A. Not about \$2,000.00, no.

- Q. Did you owe this additional \$800.00 to the Bank of Fairhope during the month of October, 1949?
- A. I would have to see, - When was the divorce granted?
- Q. In August, August 29.
- A. I refinanced in October, got \$500.00 additional, \$400.00 personal monthly note.
- Q. Mr. McWhite do you to your own knowledge know how much you spent on improvements since the decree was entered?
- A. I would have to check my outward bills.
- Q. You have no idea?
- A. Not without checking my bills.
- Q. Have you made any other payment or furnished any other property to your daughter since this decree was signed other than the payment of \$25.00 in the month of September?
- A. No.
- That's all

ON RE DIRECT EXAMINATION

By Mr. Burns

- Q. Chief, he asked about an additional \$800.00 owing the Bank of Fairhope, did that go into the business?
- A. Yes.
- Q. Did the \$2,000.00 go into the business?
- A. Yes, the business and to pay up the lawyer his fee for the divorce there, to pay you for the divorce.
- Q. That was included in the \$2,000.00? The bulk of the money was invested?
- A. I borrowed it for all that.
- Q. As a matter of fact, these whole sums listed here with the exception of the expenses of the divorce have gone into the business?
- A. To make a long story short I had \$40.00 left on my checking account in the Bank of Fairhope.
- Q. Did this go into the improvements of your business?
- A. Yes, and to pay bills.

- Q. He asked you about Theo Page, how much was that, \$25.00?
- A. \$25.00, no, I borrowed \$1,000.00 from the Bank of Fairhope and I give him \$25.00 for good will.
- Q. By putting this money in the business which you borrowed from Mr. Campbelle and relatives, etc., it has increased the value of that business?
- A. It has.
- Q. Increased the income?
- A. I have hopes it will.
- Q. Have a better chance to make money?
- A. Getting ready to make money.
- Q. That was the idea of improving the business, to create more income?
- A. That's right, the same way about giving up my room. Moved down there to sleep to save \$35.00 a month.
- Q. You're not sleeping at the hotel?
- A. No. I had to give it up in order to meet some bills.

ON RE CROSS EXAMINATION

By Mr. Bennett

- Q. Mr. McWhite, assuming that the new obligations total \$3950.00 you just testified to, the money you invested in your business, what do you estimate the present value of your business at?
- A. That would be hard for me to answer until the business is proved out there is no value.
- Q. You testified you invested the bulk of this money in improving the value of the business?
- A. With the expectations of it being of value.
- Q. With the original investment, - this makes a total of \$5,000.00 in property you have invested, correct?
- A. Yes. What is the value, I don't know.
- That's all

ON RE RE DIRECT EXAMINATION

By Mr. Burns

- Q. What do you consider your equity in that property worth after all the debts are paid, have you any idea on that?
- A. No.

Q. Not prior to the time the business has proven itself?

A. No, I haven't.

Q. You are in shape now to go ahead and see if it will pay out?

A. Up to date it has been a gamble.

THE COURT: You are over the hump now?

A. I will be after two months. It hasn't been very good in February, this little cold snap.

THE COURT: I will expect you to start paying the \$25.00 a month and I will give you a little time to catch up the payments which you are behind.

Transcribed and filed this 23 day of February, 1950.

Osa L. Nelson  
Reporter

CR # 7<sup>00</sup>