

2735

BOOK 016 pg 444

LILLA D. COOPER,  
Complainant,  
vs.  
BRODIE S. COOPER,  
Respondent.

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IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY. NO. 2735 1/2

TO THE HONORABLE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY,  
AND TO THE HONORABLE HUBERT M. HALL, JUDGE THEREOF:

Comes the Complainant, Lilla D. Cooper, in the above styled cause and respectfully represents and shows unto your Honor and unto this Honorable Court as follows:

FIRST:

That she was the Complainant in the above styled cause in which she was awarded a divorce from the Respondent, Brodie S. Cooper, for and on account of cruelty by the terms of that certain decree rendered in said cause on December 3, 1952. That in and by the terms of said decree the Respondent, Brodie S. Cooper, was ordered to pay unto your Complainant the sum of Thirty Dollars (\$30.00) per month for the maintenance, support and education of Brenda Cooper, the minor child of your Complainant and the Respondent and that this said Court did retain jurisdiction of this matter by virtue of said decree.

SECOND:

That the said Brodie S. Cooper has not paid to your Complainant the sums of Thirty Dollars (\$30.00) which were due on <sup>NOVEMBER 1, 1953</sup> December 1, 1953, January 1, 1954, or February 1, 1954, as ordered by this Court.

THIRD:

Your Complainant further shows unto this Court and unto your Honor that the Respondent is residing in Rosinton, Baldwin County, Alabama.

WHEREFORE, the premises considered, your Complainant respectfully prays that your Honor will cause the appropriate order to be entered directing the said Brodie S. Cooper to appear in this Court on a date specified therein, at said time to show cause why he is not in contempt of this Court for failure to comply with the terms

of the decree rendered in this cause on December 3, 1952; and your Complainant prays for such other, further, and different relief as in the premises will be meet and proper.

Respectfully submitted,

Lilla D. Cooper  
Lilla D. Cooper

CHASON & STONE

By: M. Chason & S. Stone  
Attorneys for Complainant.

FILED

Mar. 23, 1954

ELICE I. DUCK, Register

BOOK 016 PAGE 446

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Redus M. Akers, a Notary Public in and for said County in said State personally appeared Lilla D. Cooper who is known to me and who, after being by me first legally and duly sworn, did depose and say under oath as follows:

That her name is Lilla D. Cooper and that she is the Complainant in the above styled cause and that her name is signed to the foregoing petition and that the allegations thereof are true and correct.

Lilla D Cooper  
Lilla D. Cooper

Sworn to and subscribed  
before me this 22 day  
of February, 1954.

FILED  
Mar. 23, 1954

ALICE I. DUCK, Register.

Redus M. Akers  
Notary Public, Baldwin County, Ala.

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BALDWIN COUNTY, ALABAMA

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J. T. Blackburn  
Special Judge.

LILLA D. COOPER,

Complainant,

vs.

BRODIE S. COOPER,

Respondent.

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IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

IN EQUITY. NO. 2735 1/2

APPOINTMENT OF SPECIAL JUDGE BY REGISTER

The Honorable H. M. Hall, Judge of the Circuit Court of Baldwin County, Alabama, In Equity, having certified to show his incompetency to try, hear and render judgment in the above proceeding by reason of having been of counsel to the Respondent therein in reference to the matters now in dispute in this proceeding, and having recused himself from presiding in said proceeding, and it appearing to the Register that Honorable J. B. Blackburn, Esq., a practicing attorney in the City of Bay Minette, Baldwin County, Alabama, and disinterested in this proceeding, is a suitable person to try and determine the issues in this cause, it is therefore,

ORDERED by the Register and the Register does hereby appoint the said J. B. Blackburn as Special Judge to preside, try and render judgment in the proceeding for contempt in the above styled cause as provided by Title 13, Section 124 of the Code of Alabama of 1940.

Witness my hand and the seal of the Circuit Court of Baldwin County, Alabama, on this 18th day of March, 1954.

*Alice L. Duck*  
Register.

LILLA D. COOPER,

Complainant,

vs.

BRODIE COOPER,

Respondent.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

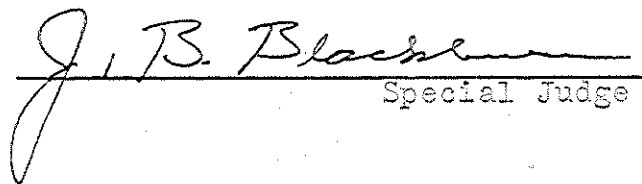
NO \_\_\_\_\_

ORDER OF CONTINUANCE

This being the day to which this cause was heretofore continued and it appearing to the Court that the same should be continued until the 19th day of April at 10:00 o'clock A. M., it is, therefore

ORDERED by the Court that this cause be, and the same hereby is, continued until the 19th day of April, 1954 at 10:00 o'clock, A. M.

Dated this 9th of April, 1954.

  
Special Judge

\* \* \* \* \*

LILLA D. COOPER,

Complainant,

vs.

BRODIE S. COOPER,

Respondent.

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IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

NO: \_\_\_\_\_

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ORDER OF CONTINUANCE

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FILED

APR 19 1954

ALICE J. DUCK, Registrar

LILLA D. COOPER,

Complainant,

vs.

BRODIE S. COOPER,

Respondent.

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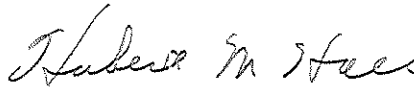
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY. NO. 2735

It having been made to appear to the undersigned, who is the presiding Judge of the Circuit Court of Baldwin County, Alabama, In Equity, that a petition for contempt has been filed in said cause against the Respondent and inasmuch as the undersigned is incompetent to try, hear, or render judgment in this proceeding because of his having been of counsel to the Respondent at one time in reference to the matters now in dispute, I do hereby declare such incompetency and recuse myself from presiding upon the hearing of said proceeding.

Witness my hand this 18th day of March, 1954.



H. M. Hall, Circuit Judge.



LILLA D. COOPER,	I	
Complainant,	I	IN THE CIRCUIT COURT OF
vs.	I	BALDWIN COUNTY, ALABAMA
BRODIE S. COOPER,	I	IN EQUITY.
Respondent.	I	

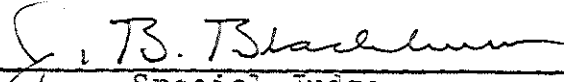
ORDER OF CONTINUANCE

It having been made to appear to the undersigned who was heretofore appointed as a special judge in this cause that he will be unable to be in Bay Minette, Alabama, on April 6, 1954, the date heretofore set for the hearing of the petition in this cause, and it appearing that said cause should be continued until a future date it is, therefore,

ORDERED by the Court that the hearing heretofore appointed for April 6, 1954, in this cause be, and the same hereby is, continued until April 9, 1954, at 10:00 o'clock a.m.

It is further ORDERED that the Register of this Court give notice to both of the parties to this cause by mailing a copy thereof to said parties.

Done this 31st day of March, 1954.

  
Special Judge.

LILLA D. COOPER,

Complainant,

VS.

BRODIE S. COOPER AND THE  
FEDERAL LAND BANK OF NEW  
ORLEANS,

Respondents.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

INEQUITY.

NO. 2735.

DECREE

This cause coming on to be heard is submitted upon the Bill of Complaint filed on October 25, 1951, the Answer thereto filed on behalf of the Respondent Brodie S. Cooper, the Amended Bill of Complaint filed on January 11, 1952, the Answer of the Respondent Brodie S. Cooper to the Amended Bill of Complaint filed on February 20, 1952, the Answer of the Federal Land Bank of New Orleans to the Amended Bill of Complaint filed on February 9, 1952, the Testimony of Lilla D. Cooper and Doris Penry as witnesses for the Complainant, and the Testimony of Brodie S. Cooper, T. W. Cooper, E. O. Middleton and Nolan P. Cooper, Sr., witnesses for the Respondent Brodie S. Cooper, taken this day in open court before and recorded by the Court Reporter, all as noted by the Register, and the Court having considered the evidence and the pleadings in this cause is of the opinion that the Complainant Lilla D. Cooper, is entitled to a decree of divorce from the Respondent Brodie S. Cooper, for and on account of cruelty.

And it further appearing to the court that Lilla D. Cooper is a fit and proper person to have the care, custody and control of Brenda Cooper, the daughter of the said Lilla D. Cooper and Brodie S. Cooper.

It is therefore ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore existing between the Complainant and the Respondent Brodie S. Cooper, be and the same are hereby dissolved and that the said Lilla D. Cooper is forever divorced from the said Brodie S. Cooper for and on account of cruelty.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the Complainant, Lilla D. Cooper, be, and she hereby is awarded the full care, custody and control of Brenda Cooper, a minor, and that the said Brodie S. Cooper shall have the right to visit the said Brenda Cooper at reasonable hours and at reasonable intervals.

It is further, ORDERED, ADJUDGED AND DECREED that the Respondent Brodie S. Cooper, pay to the Complainant Lilla D. Cooper, the sum of Thirty Dollars (\$30.00) per month, for maintenance, support and education of the said Brenda Cooper until further order of this court in the premises and jurisdiction of this

matter is hereby retained by the court for the purpose of entering any further orders or decrees relative to the amount required to be paid by the Respondent Brodie S. Cooper, to the Complainant Lilla D. Cooper, for maintenance, support and education as aforesaid.

It is further ORDERED, ADJUDGED AND DECREED that neither party to this suit shall again marry, except to each other, until the lapse of sixty (60) days after the rendition of this decree and that if appeal is taken within sixty days, neither party shall marry again, except to each other, during the pendency of said appeal.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the Complainant and the Respondent Brodie S. Cooper, be, and they are hereby permitted to again contract marriage upon the payment of all the costs to this proceeding.

And it further appearing to the Court that the Complainant Lilla D. Cooper, and the Respondent Brodie S. Cooper, are the joint owners of the Northwest Quarter of the Northwest Quarter of Section 30, Township 5 South, Range 4 East, in Baldwin County, Alabama, and that the said Lilla D. Cooper and Brodie S. Cooper each own an undivided one-half ( $\frac{1}{2}$ ) interest therein, subject to a first mortgage on said property and the improvements located thereon, to the Federal Land Bank of New Orleans, one of the Respondents herein; and it further appearing to the Court that the said property cannot be equitably divided between the said Lilla D. Cooper and Brodie S. Cooper without a sale of the same and a division of the proceeds thereof and that the Complainant Lilla D. Cooper, has asked this Court to direct a sale of the said property for a division of the proceeds thereof among the owners as their interest shall appear;

It is therefore ORDERED, ADJUDGED AND DECREED by the Court that Alice J. Duck, as Register of the Circuit Court of Baldwin County, Alabama, in Equity, shall proceed to sell the above described property at public outcry for cash, to the highest bidder therefor, at the front door of the Court house in Bay Minette, Baldwin County, Alabama, after first giving due and proper notice of the date, place and terms of said sale by advertisement once a week for three consecutive weeks, by publication in the Onlooker, a newspaper of general circulation, published in Foley, Baldwin County, Alabama, beginning with the issue dated December 17, 1952, and that said sale be held on January 5, 1953, at 11:00 o'clock, A.M.: and the said Register is hereby ordered to report her action in the premises after conducting such sale as hereinafter set forth.

And it further appearing to the Court that there are certain matters which can best be disposed of after the sale of the above described property and the confirmation thereof and that it is necessary that this Court retain jurisdiction of this cause for the purpose of granting or denying such relief to the parties hereto;

It is therefore ORDERED, ADJUDGED AND DECREED that jurisdiction is hereby retained of this cause by this Court and the same is hereby held open for the rendition of all further orders, judgments and decrees as will be necessary for the final disposition hereof and adjustment of all of the equities between the parties hereto.

Done this 3rd day of December, 1952.

Telfair J. Mashburn, Jr.  
Telfair J. Mashburn, Jr.  
Judge of the Circuit Court of  
Baldwin County, Alabama, in Equity.

LILLA D. COOPER,	§	IN THE CIRCUIT COURT OF
Complainant,	§	BALDWIN COUNTY, ALABAMA
vs.	§	IN EQUITY.
BRODIE S. COOPER and THE	§	
FEDERAL LAND BANK OF NEW	§	
ORLEANS,	§	
Respondents.	§	

This cause having been heretofore continued until this day by an order of continuance on January 14, 1953, for the hearing of the report of Alice J. Duck, as Register of the Circuit Court of Baldwin County, Alabama, heretofore filed in this cause, the Court now proceeds to consider said report and it appearing to the Court that Alice J. Duck, as Register of the Circuit Court of Baldwin County, Alabama, in Equity, acting under and pursuant to that certain decree rendered in this cause on December 3, 1952, did sell at public outcry, for cash, to Harry E. Miller, as agent for Monroe Francis Nelson and Mary Lee Nelson, husband and wife, the property hereinafter described, and that the amount of \$11,150.00 which was bid by said purchasers at said sale was the highest, best and last bid for the said property and it appearing to the court that notice of sale was given in all respects, as required by law and by the rules of this court and under terms of the decree of December 3, 1952, referred to above and that the sum of \$11,150.00 is the fair and reasonable market value for the property sold at said sale and hereinafter described, and that said sale was, in all respects, fairly conducted and the property sold for a sum equal to or not greatly less than its real value. And it further appearing to the court that the said purchasers have agreed to assume the mortgage to the Federal Land Bank of New Orleans on said property and that the said Federal Land Bank of New Orleans has consented to said assumption as shown by the Register's report aforesaid, and it further appearing to the court that no one has appeared and excepted or objected to the confirmation of the Register's sale aforesaid, and the Register of this court has given due and proper notice of the day set for the hearing of her report aforesaid, and the court

having considered all of the above is of the opinion that the Register's sale and her report thereof should, in all things be ratified and confirmed and that a deed should be made to Monroe Francis Nelson and Mary Lee Nelson, the purchasers at said sale, it is therefore,

ORDERED, ADJUDGED AND DECREED by the court that the Register's sale heretofore conducted on January 5, 1953, by Alice J. Duck, as Register of the Circuit Court of Baldwin County, Alabama, be, and the same hereby is, in all things confirmed and ratified.

It is further ORDERED, ADJUDGED AND DECREED by the court that the said Alice J. Duck, as Register, aforesaid, be and she hereby is, ordered and directed to execute a good and sufficient deed to Monroe Francis Nelson and Mary Lee Nelson, the purchasers at said sale, conveying all of the right, title and interest of Lilla D. Cooper and Brodie S. Cooper, in and to the following described real property situated in Baldwin County, Alabama, viz:

The Northwest Quarter of the Northwest Quarter of Section 30, Township 5 South, Range 4 East, containing 40 acres, more or less, and subject to right-of-ways for public roads.

Together with all and singular, the rights, benefits, privileges, improvements, tenements, hereditaments and appurtenances unto the same belonging or in any wise appertaining.

And it further appearing to the court from the Supplemental Abstract of Title prepared by Chason & Stone, Attorneys at Law, for delivery to the purchasers of the above described property, that taxes for the tax year 1952, have not been paid and the court being of the opinion that such taxes should be paid before delivery to the purchasers of the deed aforesaid, it is therefore,

ORDERED, ADJUDGED AND DECREED by the court that Alice J. Duck, Register, be and she hereby is, authorized and directed to pay to M. H. Wilkins, Tax Collector of Baldwin County, Alabama, the sum of \$15.62 which amount is the total amount of taxes now due on said property for the tax year 1952.

And now come the parties by their Solicitors of Record and consent in open court that this cause be submitted for final decree on this the 15th day of January, 1953, and the court having retained jurisdiction of this cause by its decree dated December 3, 1952, for the purpose of rendering all further orders, judgments and decrees necessary for the final disposition of this cause and the adjudgment of all equities between the parties hereto and the court now proceeds to hear the argument of the Solicitors and the testimony of Hon. J. B. Blackburn, Esq. and Hon. W. C. Beebe, Esq. practicing attorneys at law and members of the Bay Minette Bar, taken this day in open court and the court having considered the same is of the opinion that this cause admits of final decree.

And it appearing to the court that it was necessary that an Abstract of Title be prepared covering the above described property from the date of the United States Patent thereto to May 5, 1944, and that J. A. Ertzinger & Son did prepare such abstract and that they have rendered a statement which is on file in this cause in the amount of \$30.00 for such services and the court being of the opinion that said sum should be paid to the said J. A. Ertzinger & Son and should be taxed as a part of the costs in this proceeding, it is therefore,

ORDERED, ADJUDGED AND DECREED by the court that Alice J. Duck, as Register aforesaid, be and she hereby is, authorized to pay to J. A. Ertzinger & Son the sum of \$30.00 for services rendered in the preparation of the Abstract of Title aforesaid.

And it further appearing to the court that the Complainant is not entitled to alimony or an allowance in lieu thereof and that she is not entitled to have a lien declared in her favor on the proceeds of the sale aforesaid payable to the Respondent, it is therefore,

ORDERED, ADJUDGED AND DECREED that the Complainant is not entitled to alimony or an allowance in lieu thereof and that she is not entitled to a lien on the estate of the Respondent.

And it further appearing to the court from the testimony of the said J. B. Blackburn and W. C. Beebe, that Chason & Stone, as

Solicitors for the Complainant Lilla D. Cooper, are entitled to a reasonable attorney's fee to be paid by the Respondent Brodie S. Cooper, for services rendered by them to the Complainant in connection with the prosecution of the divorce proceeding which was a part of this cause and the court being of the opinion that the sum of \$250.00 is a reasonable Solicitor's fee to be so paid to the said Chason & Stone, it is therefore,

ORDERED, ADJUDGED AND DECREED by the court that the Register of this court pay to Chason & Stone, the sum of \$250.00 out of the amount due to the Respondent Brodie S. Cooper, from the proceeds of the Register's sale aforesaid, after deducting from the total amount received at said sale the costs of this suit and all other necessary expenses.

And it further appearing to the court that Chason & Stone, as Solicitors for the Complainant, Lilla D. Cooper, are entitled to a Solicitor's fee to be taxed as a part of the costs of this suit in connection with the services rendered by them in the sale and division of the land described above and the court being of the opinion that the sum of \$850.00 is a reasonable amount to be paid to said Solicitors, it is therefore,

ORDERED, ADJUDGED AND DECREED by the Court that Alice J. Duck, as Register aforesaid, be and she hereby is, authorized to pay to the said Chason & Stone, the sum of \$850.00 for services rendered by them relative to the sale and division of the property described above and that said sum be taxed as a part of the costs of this proceeding.

And it further appearing to the court that court costs have been incurred in addition to those set out above, it is therefore ORDERED, ADJUDGED AND DECREED that Alice J. Duck, as Register aforesaid, pay to herself the amount of such costs and that the Respondent, Brodie S. Cooper be taxed with so much of said costs as can be apportioned directly to the divorce proceedings had herein and that the balance thereof be borne equally by the parties hereto.



And it further appearing to the court that the Complainant, Lilla D. Cooper is entitled to the sum of \$ 3,911.24 as her share of the proceeds of the sale aforesaid, after allowing all necessary costs and expenses, and that the Respondent, Brodie S. Cooper is entitled to the sum of \$ 3,647.75 as his proportionate share of the proceeds of said Register's sale, after deducting all costs and expenses relative to said sale and other charges against his said share herein adjudged to be due, it is therefore,

ORDERED, ADJUDGED AND DECREED by the court that Alice J. Duck, as Register aforesaid, pay to the said Lilla D. Cooper, the said sum of \$ 3,911.24 and to Brodie S. Cooper the said sum of \$ 3,647.75, as their proportionate shares of the proceeds of the Register's sale aforesaid.

Done this 15th day of January, 1953.

Telfair J. Mashburn, Jr.  
Telfair J. Mashburn, Jr., Judge  
of the Circuit Court of Baldwin  
County, Alabama.

C. LENOIR THOMPSON

Attorney-At-Law

BAY MINETTE, ALABAMA

PHONES: 5941  
5672

January 5, 1952

Hon. Telfair J. Mashburn Jr.  
Circuit Judge  
Bay Minette, Alabama

re: Lilla D. Cooper  
vs  
ERODIE S. Cooper

Dear Judge:

For your information I wrote Mrs. Lilla D. Cooper in December with-  
drawing as her attorney, in the above styled cause. I have written  
Mrs. Cooper with-drawing as her attorney in this cause and ask that  
this letter be placed in the court file.

Sincerely,

*C. Lenoir Thompson*

CLT/lp

Copy to: Mrs. Lilla D. Cooper  
Loxley, Alabama

Hon. H. M. Hall  
Bay Minette, Alabama

*filed 2-21-52*

LILLA D. COOPER

Complainant,

vs.

BRODIE S. COOPER and  
THE FEDERAL LAND BANK OF  
NEW ORLEANS,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

IN EQUITY.

NO. 2735.

TO THE HONORABLE TELFAIR J. MASHBURN, JR., JUDGE OF THE CIRCUIT  
COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY.

Comes now the undersigned, Alice J. Duck, as Register of the Circuit Court of Baldwin County, Alabama, In Equity, and respectfully reports and shows unto your Honor that on the 5th day of January, 1953, at 11:00 o'clock A. M., she did, in compliance with the terms and requirements of the decree heretofore rendered in this cause on the 3rd day of December, 1952, and with the statutes in such cases made and provided, after first giving notice by publication once a week for three consecutive weeks in the Foley Onlooker, Foley, Baldwin County, Alabama, sell at public outcry in front of the Courthouse of Baldwin County, Alabama, in Bay Minette, Alabama, the property described in the decree referred to above and more particularly described as follows:

The Northwest Quarter of the Northwest Quarter of  
Section 30, Township 5 South, Range 4 East, together  
with the improvements located thereon, consisting of  
a five room stucco house.

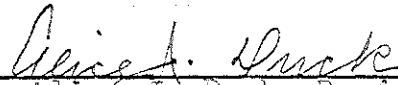
And that at said sale the said property was bid for and purchased by Harry E. Miller as agent for Monroe Francis Nelson and wife, Mary Lee Nelson, for the sum of Eleven Thousand, One Hundred Fifty Dollars (\$11,150.00), and that said sum was the highest, best and last bid for the same. That said sale was, in all respects, fairly conducted, and that in the opinion of the Register, the same sold for a sum proportionate to its real value.

That the purchasers at said sale have assumed the mortgage on said property now held by The Federal Land Bank of New Orleans on which, on January 5, 1953, there was a principal balance due of Two Thousand Two Hundred Fifty-nine and 89/100 Dollars (\$2,259.89) which assumption has been approved by the Federal Land Bank of New

Orleans, the holder of said mortgage, as shown by the letter addressed to the undersigned, attached to this report of sale; and the said purchasers have paid into the hands of your Register the sum of Eight Thousand Eight Hundred Ninety and 11/100 Dollars (\$8,890.11) which sum, together with the assumption of the mortgage aforesaid, comprises the total amount bid for said property at said sale as set out above; and the said purchasers have, in all respects, complied with the terms of said sale.

WHEREFORE, the undersigned respectfully prays that said sale may be, in all things, confirmed and that such orders and decrees may be made and entered as will be necessary authorizing her to make and execute a good and sufficient deed to the said Monroe Francis Nelson and Mary Lee Nelson, husband and wife, conveying all of the right, title and interest which the said Lilla D. Cooper and Brodie S. Cooper have in and to the property described above.

Respectfully submitted,  
this 6th day of January,  
1953.

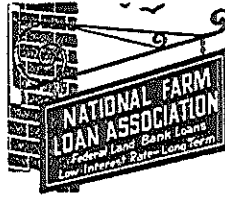


Alice J. Duck, Register of the  
Circuit Court of Baldwin County,  
Alabama, In Equity.

# GULF NATIONAL FARM LOAN ASSOCIATION

FARM MORTGAGE LOANS THROUGH THE FEDERAL LAND BANK OF NEW ORLEANS

R. D. Hooks, Jr.  
Secretary-Treasurer



P. O. BOX 127  
ROBERTSDALE, ALA.

January 5, 1953

Mrs. Alice J. Duck  
Register  
Bay Minette, Ala.

Dear Mrs. Duck:      Loan #122803 - B. S. Cooper and Lilla E.  
Cooper (also known as Lilla D. Cooper)

The property described as NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of section 30, T5S, R4E of Baldwin County, Alabama, that was owned by the above two parties jointly and which you sold at public sale to-day, subject to the mortgage held by the Federal Land Bank of New Orleans, and was purchased by Harry Miller, as agent for Monroe Francis Nelson and Mary Lee Nelson, on which the Federal Land Bank of New Orleans held a first mortgage in amount of \$2259.89 as of to-day.

We wish to advise that the purchaser, Monroe Francis Nelson and Mary Lee Nelson have agreed to assume this mortgage for this balance and the Federal Land Bank, through me as their representative has agreed to accept their assumption of the mortgage and let them carry out the original contract of the mortgage which assumption is now in process of execution.

Very truly yours,  
Federal Land Bank of New Orleans

By R. D. Hooks, Jr.  
Representative

RDH/b

LILLIA D. COOPER

COMPLAINANT

VS

BRODIE S. COOPER, ET AL,

RESPONDENTS

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

IN EQUITY

NO. 2735

Now comes the Respondent, Brodie S. Cooper, and for answer to the Complainant's amended bill in this cause says:

1.

He admits the allegations contained in paragraphs First and Second.

2.

He denies the allegations contained in paragraphs three, and demands strict proof of the same.

3.

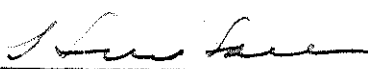
He denies the allegations contained in paragraph fourth and demands strict proof of the same.

4.

He denies the allegations contained in paragraph fifth and demands strict proof of the same.

5.

The Respondent denies all allegations contained in the bill of complaint not herein expressly admitted and demands strict proof of the same.

  
Solicitor for the Respondent, Brodie  
S. Cooper.

2735 RECORDED

LILLA D. COOPER

COMPLAINANT

VS

BRODIE S. COOPER, ET AL,

RESPONDENTS

ANSWER

FILED

FEB 20 1952

ALICE J. DUCK, Register

The State of Alabama  
Baldwin County }

Circuit Court

Equity

To BRODIE S. COOPER

ROBERTSDALE, ALABAMA

You are hereby commanded to appear and plead, answer or demur, within <sup>twenty</sup>~~thirty~~ days from the service hereof, as provided by an Act of the Legislature of Alabama, approved September 25th, 1919, <sup>Amended</sup> to a Bill of Complaint filed in the Circuit Court of Baldwin County, Alabama, against you, Defendant.

ant....., by LILLIA D. COOPER Complainant.....  
<sup>Amended</sup>

A copy of which Bill of Complaint is hereto attached.

Witness by hand, this 11th day of January 1952

*Alice J. Duck*

Register

Alice J. Duck



The State of Alabama  
Baldwin County }

Circuit Court

Equity

To THE FEDERAL LAND BANK OF NEW ORLEANS

c/o R. D. HOOKS, JR.

ROBERTSDALE, ALABAMA

You are hereby commanded to appear and plead, answer or demur, within thirty days from the service hereof, as provided by an Act of the Legislature of Alabama, approved September 25th, 1919, to a Bill of Complaint filed in the Circuit Court of Baldwin County, Alabama, against you, Defendant....., by LILLA D. COOPER..... Complainant.....

A copy of which Bill of Complaint is hereto attached.

Witness by hand, this 11th day of January 1952.....

*Alice J. Duck*  
Alice J. Duck Register

LILLA D. COOPER,	¶	IN THE CIRCUIT COURT OF
Complainant,	¶	BALDWIN COUNTY, ALABAMA
vs.	¶	IN EQUITY. NO. 2735
BRODIE S. COOPER,	¶	
Respondent.	¶	

TO THE HONORABLE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY  
AND TO THE HONORABLE TELFAIR J. MASHBURN, JR., JUDGE THEREOF:

Comes your Complainant, Lilla D. Cooper, by her Solicitors,  
and amends the Bill of Complaint heretofore filed in this cause on  
October 25, 1951, so that the same shall read as follows:

LILLA D. COOPER,	¶	IN THE CIRCUIT COURT OF
Complainant,	¶	BALDWIN COUNTY, ALABAMA
vs.	¶	IN EQUITY. NO. 2735
BRODIE S. COOPER and	¶	
THE FEDERAL LAND BANK OF	¶	
NEW ORLEANS,	¶	
Respondents.	¶	

TO THE HONORABLE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY  
AND TO THE HONORABLE TELFAIR J. MASHBURN, JR., JUDGE THEREOF:

Comes your Complainant, Lilla D. Cooper, by her Solicitors,  
and respectfully represents and shows unto this court and unto your  
Honor as follows:

FIRST:

That she is over the age of twenty-one years and a resident  
citizen of Baldwin County, Alabama, her more particular address  
being Loxley, Alabama; that the Respondent Brodie S. Cooper is over  
the age of twenty-one years and is a resident citizen of Baldwin  
County, Alabama, his more particular address being Robertsdale,  
Alabama.

SECOND:

That your Complainant and the Respondent were married at Bay  
Minette, Alabama, on January 2, 1943, and there was born to your  
Complainant and the Respondent one child, Brenda Cooper, who is now  
three years old and who resides with your Complainant at Loxley,  
Alabama.

THIRD:

Your Complainant further alleges that she and the Respondent have not lived together as man and wife since June 5, 1951, and that immediately prior thereto the Respondent, Brodie S. Cooper, did threaten to commit actual violence on the person of your Complainant and from his said conduct your complainant has reasonable apprehension of such violence attended with danger to the life and health of your Complainant.

FOURTH:

That your Complainant is a fit and proper person to have the care, custody and control of the said Brenda Cooper and the Respondent is not a fit and proper person to have such care, custody and control of the said Brenda Cooper. Your Complainant further alleges that she owns no property, either real or personal, other than as hereinafter set forth, and she has no means to support herself or to provide for the maintenance, support and education of the said Brenda Cooper and that since she and the Respondent were separated, the Respondent has failed and refused to provide for the support and maintenance of your Complainant or of the said Brenda Cooper. That it was necessary that she employ an attorney to institute these proceedings and to that end she has employed the firm of Chason & Stone, Bay Minette, Alabama, as her Solicitors in this cause and she has no property or money with which to compensate said Solicitors for their services in this behalf.

FIFTH:

Your Complainant further alleges that she and the Respondent own jointly the Northwest Quarter of the Northwest Quarter of Section 30, Township 5 South, Range 4 East, situated in Baldwin County, Alabama, having acquired the same by Warranty Deed from Julia Perrin and George Perrin, her husband, on February 23, 1944, which deed is recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 85, pages 69-70. That the interest of your Complainant and Respondent in said property is now mortgaged to The Federal Land Bank of New Orleans, one of the

parties hereto, as shown by that certain mortgage recorded in Mortgage Book 164 at pages 151-153, in the Office of the Judge of Probate of Baldwin County, Alabama, as security for a debt presently owing to them in the amount of Twenty-three Hundred Dollars (\$2300.00). That there is a house and barn located on the above described forty acre tract and the same cannot be equitably divided among your Complainant and Respondent without a sale thereof and a division of the proceeds thereof.

PRAYER FOR PROCESS

The premises considered your Complainant respectfully prays that The Federal Land Bank of New Orleans be made a party to this proceeding in order to fully appraise them of the proceeding hereunder relative to the sale of the property aforesaid and in order to fully protect their interest in the subject matter of this suit as shown by the mortgage referred to above.

PRAYER FOR RELIEF

The premises considered your Complainant respectfully prays that upon a final hearing of this cause that your Honor will enter an order divorcing your Complainant from the Respondent and dissolving the bonds of matrimony which have heretofore existed between them and that upon said final hearing that your Honor will also enter an order or decree of allowance out of the estate of the Respondent in favor of your Complainant.

And your Complainant further prays that upon a final hearing hereof that your Honor will enter an order or decree awarding the care, custody and control of the said Brenda Cooper to your Complainant and will also order the Respondent to pay to your Complainant an amount each month for the maintenance, education and support of the said Brenda Cooper.

Your Complainant further prays that upon a final hearing of this cause that your Honor will make and enter an appropriate decree directing the Register of this Court to proceed to sell the aforesaid lands for partition and division of the proceeds thereof among your Complainant and Respondent as the joint owners thereof as their interest shall appear and that due notice be given of the time and



place of such sale as provided by laws of the State of Alabama and the rules of this Honorable Court.

Your Complainant further prays that your Honor will order a reference to be held by the Register of this Court to ascertain what would be a reasonable compensation to be paid Chason & Stone, as Solicitors for your Complainant in connection with the prosecution of this divorce suit and also what would be a reasonable compensation to be paid to the said Chason & Stone for services rendered in connection with the sale of the aforesaid lands and a distribution of the proceeds thereof. And your Complainant further prays that any amount as Solicitor's fee due Chason & Stone in connection with the sale and division of the proceeds of the aforesaid lands be taxed as a part of the costs of said sale and that any amount declared to be a reasonable compensation due Chason & Stone as their Solicitor's fee in the prosecution of the divorce suit, together with any amount awarded to your Complainant as alimony or to your Complainant for the maintenance, support and education of the said Brenda Cooper, be a lien on the amount to be paid to the said Brodie S. Cooper from the proceeds of said sale, after the payment of all legal costs and charges and the amount then due under the terms of the mortgage now held by the Federal Land Bank of New Orleans.

And your Complainant further prays for such other, different and general relief as in equity may be meet and proper.

CHASON & STONE

By: 

Solicitors for Complainant.

LILLIA D. COOPER,

Complainant,

vs.

BRODIE S. COOPER,

Respondent.

IN THE CIRCUIT COURT OF

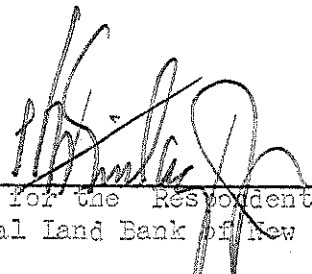
BALDWIN COUNTY, ALABAMA

IN EQUITY. NO. 2755

Comes The Federal Land Bank of New Orleans, a respondent, and for answer to the bill of complaint in this cause says:

The Federal Land Bank of New Orleans is not informed as to the truthfulness of the allegations contained in the first, second, third, and fourth paragraphs thereof.

This respondent admits that it is the owner and holder of a first mortgage from B. S. Cooper and Lilla D. Cooper on the northwest quarter of the northwest quarter of Section 30, Township 5 South, Range 4 East, situated in Baldwin County, Alabama. It further admits that this mortgage is recorded in Mortgage Book 164, at pages 151-153, in the Office of the Probate Judge of Baldwin County, Alabama, and that there was due on the debt said mortgage secures a principal balance of Twenty Two Hundred Fifty Five and 54/100 (\$2255.54) Dollars as of June 15, 1951, and that interest accrues on said sum at the rate of four per cent (4%) per annum from said date.

  
Solicitor for the Respondent,  
The Federal Land Bank of New Orleans

RECORDED

Filed  
2-9-54  
Annie French  
Bryman

*[Faint, illegible text, possibly a signature or stamp]*



STATE OF ALABAMA {  
BALDWIN COUNTY }

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons ERDIE S. COOPER, to appear and plead, answer or demur within thirty days from the service hereof to the bill of complaint filed in the Circuit Court of Baldwin County, Alabama, in equity by LILLA D. COOPER, as Complainant and against ERDIE S. COOPER, as Respondent.

~~WITNESS my hand this~~ 25<sup>th</sup> day of October, 1951.

Archie J. Duck  
Register.

\*\*\*\*\*

LILLA D. COOPER

COMPLAINANT

VS

ERDIE S. COOPER

RESPONDENT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY.

TO HONORABLE TELEAH J. DASHBURN JR., JUDGE OF THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA:

Comes your Complainant, Lilla D. Cooper, and respectfully represents  
unto your Honor:

1.

That she is over the age of twenty-one years and is a bona fide  
resident of Baldwin County, Alabama; that the Respondent, Erdie S. Cooper,  
is over the age of twenty-one years and is a bona fide resident of  
Baldwin County, Alabama.

2.

That said Complainant and Respondent are lawfully married, having  
been married at Bay Minette, Alabama, January, 2, 1943.

3.

The Complainant avers that the said Respondent did on or about  
June 5, 1951, and prior thereto assault, beat, hit and strike Complainant;  
that said Respondent has committed actual violence on her person attended  
with danger to her health or life; Complainant avers and charges that  
Respondent has made numerous threats of doing her physical harm and from  
his manner and conduct toward her, she is reasonably convinced that he  
will commit an actual violence upon her person, attended with danger to  
her life or health.

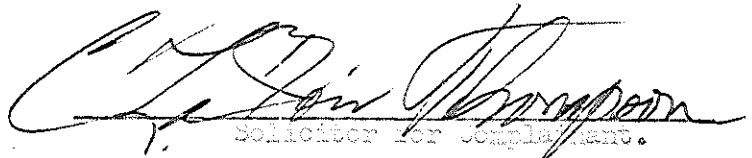
4.

That there was born as fruits of this marriage, one child, Brenda Cooper, age three years, who resides with your Complainant and has resided with your Complainant under her care custody and control since birth.

5.

Your Complainant avers that said Respondent is a man of great means, ~~earning considerable real and personal property from which he derives an~~ income; that said Complainant owns no property, and has no means of support, and that said Respondent has refused and failed to provide for the support and maintenance of the Complainant and infant child. Your Complainant further avers that she is without means to pay her solicitors for their services rendered and to be rendered in this suit.

The premises considered, your Complainant prays that your Honor will order service to be had according to law upon said Respondent commanding him to appear and plead, answer or demur to this bill of complaint within the time required by law, and that your Honor will order the Register of this Court to hold a reference and report to this Court what would be a reasonable amount to be allowed your Complainant as alimony for her support and maintenance and for the maintenance and support of the infant child pending this suit, and what will be a reasonable amount to be allowed your Complainant's solicitors for their services herein, and that upon a final hearing of this cause, that your Honors will render a decree granting to your Complainant permanent alimony for her support and maintenance and for the support and maintenance of the infant child, and your Complainant prays for such other, further or general relief to which she may be entitled, and your Complainant prays, etc.

  
Solicitor for Complainant.

Received in Sheriff's Office  
this 25 day of Oct., 1951  
TAYLOR WILKINS, Sheriff

Executed Oct 27 1951  
by serving copy of within Summons and  
Complaint on

Brodie S. Cooper

TALLA D. COOPER

Complainant

VS

BRODIE S. COOPER

Respondent

Taylor Wilkins Sheriff  
By H. F. Hall Deputy Sheriff

SUMMONS AND COMPLAINT

From the law offices of  
Cl. LeVair Thompson  
Day Enette, Alabama

FILED

2735-RECORDED

LILLA D. COOPER

COMPLAINANT

VS

BRODIE S. COOPER

RESPONDENT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY

NO. 2735

Now comes the Respondent and for answer to the Complainants complaint and each count thereof separately and severally says:

1.

He denies each and every allegation therein contained not herein specifically admitted, and demands strict proof of the same.

2.

He admits that the Complainant and the Respondent are both residents of Baldwin County, Alabama, and over twenty-one years of age.

3.

He admits the allegations in paragraph 2 that the Complainant and the Respondent were married in Bay Minette, Alabama, on January 2, 1943.

4.

He denies all the allegations contained in paragraph three and demands strict proof of the same.

5.

He admits the allegations contained in paragraph four that the Complainant and the Respondent have one child Brenda Elaine Cooper, age three who is residing with her mother the complainant.

6.

He denies the allegations contained in paragraph five that he is a man of great means owning considerable real and personal property from which he derives an income; that he is not advised as to the property the complainant owns; that he has never at any time refused and failed to provide for the support and maintenance of the complainant and infant child.

7.

And further answering paragraph five he says: that he has not at any time committed any act to give the Complainant any cause for filing suit against him or for employing a solicitor to file suit or to prosecute any action against him.

And now having fully answered the complainant's bill of complaint, the respondent prays that same may be forthwith dismissed.



Solicitor for the Respondent

No. 2135

Answer

RECORDED

FILED

NOV 1 1951

ALICE J. DUCK, Register

STATE OF ALABAMA

BALDWIN COUNTY

WHEREAS, there was filed in the Circuit Court of Baldwin County, Alabama, in Equity, a proceeding wherein Lilla D. Cooper was the Complainant and Brodie S. Cooper, et al., were the Respondents, and

WHEREAS, in said proceeding the Complainant prayed, among other things, that the land hereinafter described, which was owned jointly by the said Lilla D. Cooper and Brodie S. Cooper, be sold by the Register for a division of the proceeds of such sale among the said Lilla D. Cooper and Brodie S. Cooper, and

WHEREAS, the Circuit Court of Baldwin County, Alabama, in Equity, did, on the 3rd day of December 1952, order and direct the undersigned Alice J. Duck, as Register of the Circuit Court of Baldwin County, Alabama, in Equity, to sell the property hereinafter described at public sale to the highest bidder for cash on January 5, 1953, at 11:00 o'clock A. M., after first giving due notice thereof and,

WHEREAS, said notice was duly and properly given by publication in the Onlooker, a newspaper of general circulation published at Foley, Baldwin County, Alabama, for three successive weeks, prior to said sale and that said sale was held on January 5, 1953, at 11:00 o'clock A. M. in front of the Courthouse door of Baldwin County, Alabama, and

WHEREAS, Monroe Francis Nelson and Mary Lee Nelson, husband and wife, were the purchasers at said sale and their bid of Eleven Thousand, One Hundred Fifty Dollars (\$11,150.00) was the highest, best and last bid for said property, and

WHEREAS, said sale was, in all things, confirmed and ratified by the Circuit Court of Baldwin County, Alabama, by decree dated January 15, 1953, and the undersigned Alice J. Duck, as Register, was ordered and directed to execute and deliver a good and sufficient deed to the said Monroe Francis Nelson and Mary Lee Nelson.

NOW, THEREFORE, in compliance with the terms of said decree aforesaid, and in accordance with the statutes in such cases made and provided, I, the undersigned Alice J. Duck, as Register of the Circuit Court of Baldwin County, Alabama, in Equity, do hereby GRANT, BARGAIN, SELL AND CONVEY unto MONROE FRANCIS NELSON and MARY LEE NELSON, all of the right, title and interest of Brodie S. Cooper and Lilla D. Cooper, in and to the following described real property situated in Baldwin County, Alabama, to-wit:-

The Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section Thirty (30), Township Five (5) South, Range Four (4) East, containing 40 acres, more or less and subject to right-of-ways for public roads.

Together with, all and singular, the rights, benefits, privileges, improvements, tenements, hereditaments and appurtenances unto the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD unto the said Monroe Francis Nelson and Mary Lee Nelson, their heirs and assigns, FOREVER.

IN WITNESS WHEREOF, I have hereunto set my hand as Register of the Circuit Court of Baldwin County, Alabama, in Equity, and affixed the seal of said court on this the \_\_\_\_\_ day of January, 1953.

\_\_\_\_\_  
Alice J. Duck, Register of the  
Circuit Court of Baldwin County,  
Alabama, in Equity. SEAL

STATE OF ALABAMA

BALDWIN COUNTY

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that Alice J. Duck, whose name as Register of the Circuit Court of Baldwin County, Alabama, in Equity, 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, she, in her capacity as such Register, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this \_\_\_\_\_ day of January, 1953.

\_\_\_\_\_  
Notary Public, Baldwin County, Ala.



AFFIDAVIT OF PUBLICATION

I, W. M. Sewell

Publisher

of The Onlooker, published at  
Foley, Ala., do solemnly swear that a copy of the above notice,  
as per clipping attached, was published once each week in the  
regular and entire edition of said newspaper, and not in any  
supplement thereof, for Three consecutive weeks, com-  
mencing with the issue dated Dec. 18, 1952, and  
ending with the issue dated Jan. 1, 1953.

Subscribed and sworn to before me this 5 day  
of January, 1953.

[Signature]  
Notary Public.

MY COMMISSION EXPIRES AUGUST 14, 1955

THE FOLEY ONLOOKER

BALDWIN NEWS-HERALD

FOLEY, ALA., *Jan. 5* 19*53*

# HOWELL PUBLISHING CO.

HIGH QUALITY JOB PRINTING

*Alice J. Duck*

*Bay Minette, Ala.*

## Brought Forward

<i>Dec.</i>	<i>15</i>	<i>Legal notice</i>		
<i>"</i>	<i>25</i>	<i>for</i>		
<i>Jan.</i>	<i>1</i>	<i>Lilla D. Cooper vs</i>		
		<i>Brodie</i>		
			<i>\$11.</i>	<i>60</i>

# THE FEDERAL LAND BANK OF NEW ORLEANS

## FARM CREDIT ADMINISTRATION - FIFTH DISTRICT

ALABAMA - MISSISSIPPI - LOUISIANA

NEW ORLEANS 7, LA.

February 8, 1952

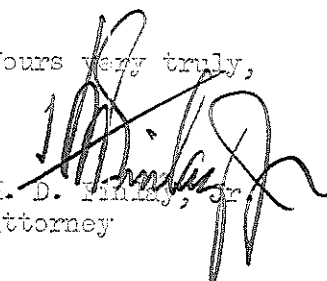
Miss Alice J. Buck, Register  
Circuit Court  
Bay Minette, Alabama

Lilla D. Cooper, Complainant  
vs. Brodie S. Cooper, Respondent  
No. 2735

Dear Miss Buck:

There is enclosed to be filed on behalf of The Federal Land Bank of New Orleans its answer to the bill of complaint filed in this cause. Please acknowledge receipt of this answer and advise us when it has been filed.

Yours very truly,

  
E. D. Finley, Jr.  
Attorney

Encl.

BAY MINETTE, ALA.

15 JANUARY 1953

CHASON AND STONE  
ATTORNEYS-AT-LAW  
BAY MINETTE, ALABAMA

IN ACCOUNT WITH  
**J. A. ERTZINGER & SON**

ABSTRACTS, INSURANCE, BONDS

ERTZINGER BUILDING  
ESTABLISHED 1906

ABSTRACT OF TITLE TO NW $\frac{1}{4}$  OF NW $\frac{1}{4}$  SECTION 30, T 5 S, R 4 E  
COOPER

\$30.00

*Paid  
by Alice F. Hunter  
1-16-53  
Register*

LILLA D. COOPER,

Complainant,

vs.

BRODIE S. COOPER and THE  
FEDERAL LAND BANK OF NEW  
ORLEANS,

Respondent.

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

ORDER OF CONTINUANCE

This being the day appointed for the hearing of the Report of the Register filed on the 6th day of January, 1953, and it appearing to the Court that the same should be continued until January 15, 1953, at 3:30 P. M., it is therefore

ORDERED AND DECREED that this cause be, and the same hereby is, continued until January 15, 1953, at 3:30 P. M.

Done this 14th day of January, 1953.

Telfair J. Mashburn, Jr.  
Telfair J. Mashburn, Jr., Judge  
Circuit Court of Baldwin County,  
In Equity.

LILLA D. COOPER,

Complainant,

vs.

BRODIE S. COOPER and  
THE FEDERAL LAND BANK OF  
NEW ORLEANS,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

IN EQUITY.

NO. 2735.

This day came Alice J. Duck, as Register of the Circuit Court of Baldwin County, Alabama, in Equity, and filed her report in writing setting forth that she had complied in all respects, with the terms and requirements of the decree heretofore rendered in this cause on the 3rd day of December, 1952, and had sold the property described in said decree at public outcry, for cash, to Harry E. Miller as agent for Monroe Francis Nelson and Mary Lee Nelson, husband and wife, and asking that said sale be, in all respects, confirmed, and that she be authorized and empowered to make a deed to the purchasers conveying all of the right, title and interest of Brodie S. Cooper and Lilla D. Cooper in and to the said property. And it appearing to the court that said sale was had and that the purchase money has been paid into court, it is therefore,

ORDERED, ADJUDGED AND DECREED by the Court that the 14th day of January, be and the same hereby is, appointed as the day for the hearing of the said report aforesaid, and for the hearing of any exception or objection to the said report which may be then presented.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the parties to this cause be given notice hereof as provided by law and the rules of this court and that they be furnished with a copy of this order.

Done this 6th day of January, 1953.

Telfair J. Mashburn, Jr.  
Telfair J. Mashburn, Jr., Judge of  
the Circuit Court of Baldwin  
County, Alabama, In Equity.

I, Alice J. Duck, Register, do hereby certify that I have mailed a copy of the foregoing order to each of the parties in the above styled cause ~~on this the 6th day of January, 1953.~~ on this the 6th day of January, 1953.

Alice J. Duck  
Alice J. Duck, Register.

LILLA D. COOPER,

Complainant,

vs.

BRODIE S. COOPER and THE  
FEDERAL LAND BANK OF NEW  
ORLEANS,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

IN EQUITY.

NO. 2735.

D E C R E E

This cause coming on to be heard is submitted upon the Bill of Complaint filed on October 25, 1951, the Answer thereto filed on behalf of the Respondent Brodie S. Cooper, the Amended Bill of Complaint filed on January 11, 1952, the Answer of the Respondent Brodie S. Cooper to the Amended Bill of Complaint filed on February 20, 1952, the Answer of the Federal Land Bank of New Orleans to the Amended Bill of Complaint filed on February 9, 1952, the Testimony of Lilla D. Cooper and Doris Penry as witnesses for the Complainant, and the Testimony of Brodie S. Cooper, T. W. Cooper, E. O. Middleton and Nolan P. Cooper, Sr., witnesses for the Respondent Brodie S. Cooper, taken this day in open court before and recorded by the Court Reporter, all as noted by the Register, and the Court having considered the evidence and the pleadings in this cause is of the opinion that the Complainant Lilla D. Cooper, is entitled to a decree of divorce from the Respondent Brodie S. Cooper, for and on account of cruelty.

And it further appearing to the court that Lilla D. Cooper is a fit and proper person to have the care, custody and control of Brenda Cooper, the daughter of the said Lilla D. Cooper and Brodie S. Cooper.

It is therefore ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore existing between the Complainant and the Respondent Brodie S. Cooper, be and the same are hereby dissolved and that the said Lilla D. Cooper is forever divorced from the said Brodie S. Cooper for and on account of cruelty.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the Complainant, Lilla D. Cooper, be, and she hereby is awarded the

full care, custody and control of Brenda Cooper, a minor, and that the said Brodie S. Cooper shall have the right to visit the said Brenda Cooper at reasonable hours and at reasonable intervals.

It is further ORDERED, ADJUDGED AND DECREED that the Respondent Brodie S. Cooper, pay to the Complainant Lilla D. Cooper, the sum of Thirty Dollars (\$30.00) per month, for maintenance, support and education of the said Brenda Cooper until further order of this court in the premises and jurisdiction of this matter is hereby retained by the court for the purpose of entering any further orders or decrees relative to the amount required to be paid by the Respondent Brodie S. Cooper, to the Complainant Lilla D. Cooper, for maintenance, support and education as aforesaid.

It is further ORDERED, ADJUDGED AND DECREED that neither party to this suit shall again marry, except to each other, until the lapse of sixty (60) 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, ADJUDGED AND DECREED by the Court that the Complainant and the Respondent Brodie S. Cooper, be, and they are hereby permitted to again contract marriage upon the payment of all the costs to this proceeding.

And it further appearing to the Court that the Complainant Lilla D. Cooper, and the Respondent Brodie S. Cooper, are the joint owners of the Northwest Quarter of the Northwest Quarter of Section 30, Township 5 South, Range 4 East, in Baldwin County, Alabama, and that the said Lilla D. Cooper and Brodie S. Cooper each own an undivided one-half ( $\frac{1}{2}$ ) interest therein, subject to a first mortgage on said property and the improvements located thereon, to the Federal Land Bank of New Orleans, one of the Respondents herein; and it further appearing to the Court that the said property cannot be equitably divided between the said Lilla D. Cooper and Brodie S. Cooper without a sale of the same and a division of the proceeds thereof and that the Complainant Lilla D. Cooper, has asked this



Full care, custody and control of Brenda Cooper, a minor, and that the said Brodie S. Cooper shall have the right to visit the said Brenda Cooper at reasonable hours and at reasonable intervals.

It is further ORDERED, ADJUDGED AND DECREED that the Respond-

ent Brodie S. Cooper, pay to the complainant Lilla D. Cooper, the

sum of Thirty Dollars (\$30.00) per month, for maintenance, support

and education of the said Brenda Cooper until further order of this

court in the premises and jurisdiction of this matter is hereby

retained by the court for the purpose of entering any further orders

or decrees relative to the amount required to be paid by the Respond-

ent Brodie S. Cooper, to the complainant Lilla D. Cooper, for

maintenance, support and education as aforesaid.

It is further ORDERED, ADJUDGED AND DECREED that neither

party to this suit shall again marry, except to each other, until the

lapse of sixty (60) days after the rendition of this decree and that

it 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, ADJUDGED AND DECREED by the court that

the complainant and the Respondent Brodie S. Cooper, be, and they

are hereby permitted to again contract marriage upon the payment of

all the costs to this proceeding.

And it further appearing to the court that the complainant

Lilla D. Cooper, and the Respondent Brodie S. Cooper, are the joint

owners of the Northwest Quarter of the Northwest Quarter of Section

30, Township 5 South, Range 4 East, in Baldwin County, Alabama, and

that the said Lilla D. Cooper and Brodie S. Cooper each own an un-

divided one-half ( $\frac{1}{2}$ ) interest therein, subject to a first mortgage

on said property and the improvements located thereon, to the Feder-

al Land Bank of New Orleans, one of the Respondents herein; and it

further appearing to the court that the said property cannot be

equitably divided between the said Lilla D. Cooper and Brodie S.

Cooper without a sale of the same and a division of the proceeds

thereof and that the complainant Lilla D. Cooper, has asked this

Court to direct a sale of the said property for a division of the proceeds thereof among the owners as their interest shall appear;

It is therefore ORDERED, ADJUDGED AND DECREED by the Court that Alice J. Duck, as Register of the Circuit Court of Baldwin County, Alabama, in Equity, shall proceed to sell the above described property at public outcry for cash, to the highest bidder therefor, at the front door of the Courthouse in Bay Minette, Baldwin County, Alabama, after first giving due and proper notice of the date, place and terms of said sale by advertisement once a week for three consecutive weeks, by publication in the Onlooker, a newspaper of general circulation, published in Foley, Baldwin County, Alabama, beginning with the issue dated December 17, 1952, and that said sale be held on January 5, 1953, at 11:00 o'clock A. M.; and the said Register is hereby ordered to report her action in the premises after conducting such sale as hereinafter set forth.

And it further appearing to the Court that there are certain matters which can best be disposed of after the sale of the above described property and the confirmation thereof and that it is necessary that this Court retain jurisdiction of this cause for the purpose of granting or denying such relief to the parties hereto;

It is therefore ORDERED, ADJUDGED AND DECREED that jurisdiction is hereby retained of this cause by this Court and the same is hereby held open for the rendition of all further orders, judgments and decrees as will be necessary for the final disposition hereof and adjustment of all of the equities between the parties hereto.

Done this 3rd day of December, 1952.

Telfair J. Mashburn, Jr.  
Telfair J. Mashburn, Jr.,  
Judge of the Circuit Court of  
Baldwin County, Alabama, In Equity

FILED

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ALICE J. DUCK, Register

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LILLA D. COOPER,

Complainant,

VS.

BRODIE S. COOPER AND THE  
FEDERAL LAND BANK OF NEW  
ORLEANS,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY. NUMBER 2735.

TESTIMONY TAKEN ON A HEARING OF THE ABOVE STYLED CAUSE ON  
DECEMBER 3, 1952, BEFORE HONORABLE TELFAIR J. MASHBURN, JR.,  
JUDGE.

APPEARING: For Complainant,

Chason & Stone

For Respondent,

H. M. Hall

MRS. LILLA D. COOPER, HAVING BEEN FIRST DULY AND LEGALLY  
SWORN, TESTIFIED AS FOLLOWS:

ON DIRECT EXAMINATION  
By Mr. Stone

Q. Is this Mrs. Lilla D. Cooper?

A. That's right.

Q. You are the Complainant in this case?

A. Yes sir.

MR. STONE: Now, may it please the Court, the Respondent admitted the  
allegations contained in the first two paragraphs of the Bill of  
Complaint as to the age and residence and the fact of the marriage  
and the fact that there was one child born to Complainant and  
Respondent.

Q. Mrs. Cooper, is Brodie S. Cooper your husband?

A. Yes.

Q. When were you married?

A. January, 1943.

Q. How long did you live with Mr. Cooper?

A. Seven years.

Q. When were you separated?

A. In June, 1951.

Q. Where did you live, Mrs. Cooper?

A. When we married? It was Robertsdale.

Q. On or about June 5, 1951, Mrs. Cooper, did Brodie Cooper threaten to  
commit violence on you?

A. Yes.

Q. Did he threaten to kill you?

A. Yes he has.

Q. Mrs. Cooper, was Brodie, around that time, drinking pretty heavily?

A. Yes.

Q. Were you scared he was going to carry out those threats?

A. Yes.

Q. Who was living there with you at the time?

A. My daughter and baby, two daughters.

Q. What's your daughter's name?

A. Doris Brown.

Q. Is that a daughter of yours by a former marriage?

A. Yes.

Q. What's her name now?

A. Penry.

Q. Doris Penry?

A. Yes.

Q. Now, Mrs. Cooper, is Brodie presently employed to your knowledge?

A. Yes.

Q. Where is he employed?

A. At Ted Cooper's grocery store.

Q. Is that in Rosinton?

A. Yes.

Q. Is he a fit and proper person to have the care, custody and control of your minor daughter, Brenda?

A. No.

Q. Now, do you own any personal property of your own; by that I mean, an automobile and such property as that?

A. I have an automobile.

Q. Is it yours?

A. Yes.

Q. Do you work?

A. Yes.

Q. Where do you work?

A. Woodhaven Dairy.

Q. What is your salary?

A. Twenty-five Dollars a week.

Q. Has Brodie Cooper provided you with any money for the maintenance and support and education of Brenda within the last two years?

A. Yes.

Q. What did he provide, Mrs. Cooper?

A. Tha last five months he has given her THirty Dollars a month, and before that it was, Forty Dollars I believe.

Q. Before? What do you mean by before?

A. I means ince we been separated until five months ago I believe he gave us forty dollars.

Q. From the time of your separation then until about five months ago he paid you forty dollars a month?

A. I believe that's what he did.

Q. And beginning five months agohe has paid you Thirty Dollars?

A. Yes.

Q. Now, Mrs. Cooper, did you and Brodie purchase a forty acre farm from Julia Perrin and George Perrin?

A. Yes, we did.

Q. In 1944? Around 1944?

A. Yes.

MR. STONE: We would like, at this point, Your Honor, to introduce in evidence a certified copy of the Warranty Deed from Julia Perrin and George Perrin, her husband to Brodie S. Cooper and Lilla E. Cooper, husband and wife, dated Februaty 23, 1944 and conveying the Northwest Quarter of the Northwest Quarter of Section 30, Township 5 South Range 4 East, containing forty acres more or less and I would like to have it marked Complainant's Exhibit "A".

(Exhibit properly identified and is attached to and made a part of this transcript).

Q. Now, Mrs. Cooper, you are one and the same person as Lilla E. Cooper are you not?

A. Yes.

Q. What was your name before you were married the first time?

A. Driskell.

Q. Lilla Driskell?

A. Yes.

Q. And what was your given name?

A. Lilla Estelle.

Q. But you are Lilla D. Cooper, the Complainant in this case, is one and the same person as Lilla E. Cooper the person in that deed?

A. Yes.

Q. Now, are there any improvement on that forty acres, Mrs. Cooper, a house or barn?

A. Yes, there's a house on it.

Q. Was this house built by you and your husband?

A. No.

Q. It was there before you purchased the property?

A. Yes.

Q. Did you, Mrs. Cooper, make any payments or contribute any money to the payment of the purchase price for this property?

A. Yes.

Q. Do you have any idea what amount you paid?

A. Nine Hundred Dollars.

Q. Nine Hundred Dollars?

A. It was Seven Hundred?

Q. Seven Hundred?

A. That's right.

Q. Where did you get the money that you paid?

A. I worked at Brookley Field awhile and the shipyard awhile and I saved it.

Q. Is there a barn on this property?

A. Yes. It fell down, but it's there.

Q. There was a barn on the property when this suit was filed?

A. Yes.

Q. Where do you live now, Mrs. Cooper?

A. I have a room at Loxley at my sister's.

Q. You do not live on this farm now?

A. No.

Q. Who lives there?

A. Brodie does.

Q. Is there a mortgage on this property, now, Mrs. Cooper?

A. Yes.

Q. Who is the mortgage to?

A. Federal Land Bank.

MR. STONE: May it please the Court, the Federal Land Bank is a party to the suit, we made them a party in our amended bill and they have filed an answer stating the amount due under the mortgage as of June 15, 1951 and that's a part of the record.

THE COURT: How much was it?

MR. STONE: On June 15, 1951 there was a balance of \$2255.54; as of June 15, 1951, and interest accrues on said sum at the rate of four percent per annum.

Q. Now, Mrs. Cooper, it was necessary that you employ an attorney to represent you in this matter, wasn't it?

A. Yes.

Q. And did you employ Mr. Chason and myself, doing business as Chason and Stone?

A. I did.

Q. Mrs. Cooper, do you own any other real property other than your interest in this forty acres; do you own any other land?

A. No.

Q. Or house?

A. No.

Q. Are you able to pay your attorneys for their services in this cause; do you have any funds out of which you can pay your attorneys?

A. No.

Q. Could this property; this forty acres that I've been asking you about; be divided between you and Brodie with a sale of it and dividing the proceeds of sale? What I mean is this; is there any way that you could equally divide this property without selling it and dividing what you get from it; could you put a fence across it in any way, any one particular place and each take your separate parts? Could that be done to this property?

A. No.

ON CROSS EXAMINATION

By Mr. Hall

Q. When did you and Mr. Cooper marry, Mrs. Cooper? Forty-one, is that right?

A. Forty-three.

Q. Now, sometime after that did Mr. Cooper's health fail him?

A. Yes.

Q. About when?

A. I sure don't know when.

Q. Well, it was sometime prior to 1951 wasn't it; some years prior to that time?

A. Yes, he had sinus trouble bad.

Q. He had to cease the job he was working on didn't, he?

A. He did.

Q. And did his health continue to be bad for sometime, or is it still bad?

A. I don't think it's bad.

Q. But how long was; was there a period of time in there that he couldn't work?

A. Well he didn't; he worked most of the time.

Q. Now you say here that he threatened you, where were you when that happened?

A. In our house.

Q. Was there anybody else there?

A. Well, the children.

Q. You mean your daughter was there?

A. Yes.

Q. How did he threaten you; what did he say or what did he do?

A. He just said he would kill me; come in drunk crazy.

Q. Did you leave the house at that time?

A. I have left the house.

Q. No, what I mean, you say he came in and told you he was going to kill you. Did you remain over night there then after that or did you live with him any after he threatened you?

A. No, I didn't live with him any more. I had to stay there on account of the baby that night. The baby was little. I had to stay there until daylight.



Q. All right. He didn't harm you, did he?

A. No, he didn't harm me.

Q. Did he ever at anytime place his hand on you; that is in an angry manner?

A. Yes, he slapped me; choked me.

Q. Slapped you and choked you?

A. Yes.

Q. At that time?

A. Not bad but he choked me.

Q. I mean it didn't render any permanent injury other than to your vanity; well, was that the night when he slapped you; the night you say here he threatened you?

A. Yes.

Q. How many times did he slap you?

A. Oh, I don't know.

Q. Have you lived with him any time since that?

A. No, I sure haven't.

Q. Have you been back there several times when he was there?

A. No.

Q. Have you met him on various occasions and talked with him?

A. No.

Q. Has he ever done anything else to indicate that he would do bodily harm to you?

A. I have stayed there and he threatened me lots of times when I was there with the baby, I couldn't leave.

Q. But he never did carry out those threats?

A. I'd take the baby and go out in the barn, out in the field somewhere and stay until he'd go to sleep and then slip back in the house.

Q. But he never did do you any harm other than you say he slapped you?

A. No.

Q. Do you know what Mr. Cooper is making now?

A. No, I don't.

Q. You say he's working with Mr. Ted Cooper? His brother?

A. That's where he told me he was working.

Q. I mean that's your understanding?

A. Yes.

Q. Now, over how long a period did he give you forty dollars a month?

A. Not forty; thirty. He hasn't ever given me forty dollars a month.

THE COURT: Didn't you testify to that?

A. Not a month; that's what he gave me in the whole time, the whole time I've been gone.

Q. He gave you Forty Dollars?

A. Yes; maybe that much. He has the checks; I don't think it was that much but I want to be sure to cover it all.

Q. But for the last five months he has been giving you Thirty Dollars a month?

A. That's right.

Q. You know how he's been paying that?

A. Gives a check.

Q. Who signs the check?

A. Ted Cooper, his brother.

Q. Isn't it a fact that Mr. Cooper's health here is bad at this time?

A. At what time?

Q. Now?

A. I don't know; he works all the time.

Q. Isn't it a fact that he can't get a job of work or can't hold a job?

A. No; he could if he wanted to.

Q. That takes any manual labor, physical strength?

A. I assume his health is all right. I don't know.

Q. Mr. Cooper's mother is living isn't she?

A. Yes sir.

Q. And doesn't he stay there with her?

A. Not that I know of. I just don't know where he stays.

Q. His mother would be a suitable, fit and proper person; she could care for the child couldn't she?

A. I don't think she could. She's sick, herself. She needs somebody to take care of her.

Q. There is no question though against her home is there? You don't mean to say that, do you?

A. That she isn't capable? Capable of taking care of her?

Q. No.

A. No, she is one of the finest persons in the world if she was able.

Q. Mr. Cooper from time to time sold has sold some stuff over there, hasn't he?

A. Well, he sold some junk iron from over there.

Q. Didn't he sell some other stuff at one time before that time. What I'm getting at, hasn't he divided any receipts from that place, rent or what have you?

A. Oh yes, uh huh, he divided the rent.

Q. Everytime that anything come from the place he has divided fifty-fifty with you?

A. Yes, the land rent.

Q. The land rent? That amounted to \$165.00 at one time?

A. I believe so.

Q. Now, you say some junk iron when did he-

A. Well that's been several, a few weeks ago.

Q. What was that; just old sorry junk out there?

A. Yes. Doesn't amount to much.

Q. Now, the house was furnished, wasn't it?

A. Yes.

Q. Is it still furnished or have you divided the furniture?

A. No, it's still furnished.

Q. Have you moved any of it out of there?

A. I moved one mattress.

Q. Do you know whether Mr. Cooper has moved any of it or not?

A. Yes, he's moved a few things; not much just a table and-

Q. In other words there's no complaint between you that either of you have moved anything out of there?

A. Not from me, no.

Q. Have you had any offers on the place?

A. No, I haven't. I left that up to him.

Q. What other personal property do you have other than the automobile? If any? Don't have any furniture?

A. Oh yes, we have furniture in the house.

Q. By that you mean that you don't have any livestock; things of that nature?

A. Oh no.

Q. Is that house; what type house is that; frame building with stucco, is it a concrete block house with stucco or what is it?

A. It's a frame building with stucco, I think.

Q. There's lumber under there and it's over this wire?

A. I think; I don't know whether it's wire or not.

Q. How old a house is that?

A. It's about twelve years old, I imagine.

Q. As a matter of record, is that the house that one of the Shanks' built there?

A. Yes, Chris Shanks built it.

Q. Chris Shanks?

A. Uh huh.

All right.

DORIS PENRY, HAVING BEEN FIRST DULY AND LEGALLY SWORN, TESTIFIED AS FOLLOWS:

ON DIRECT EXAMINATION

By Mr. Stone

Q. Is this Doris Penry?

A. That's right.

Q. Doris, is Mrs. Lilla Cooper your mother?

A. Yes sir.

Q. Is Mr. Brodie Cooper your step-father?

A. That's right.

Q. Did you live with your mother and Mr. Cooper at Robertsdale around the first of June, of last year, 1951?

A. Yes.

Q. Who all was living in the house at that time, Doris?

A. Mr. Cooper, mother, Brenda and myself.

Q. Doris, were you there on or about June 5th of last year when; well were you living there about that time?

A. Yes.

Q. Did you hear at that time Mr. Cooper make any threats; did you see him commit any violence upon your mother?

A. Well yes.

Q. Did you hear him threaten your mother?

A. Yes.

Q. What did he say?

A. Well lots of times, you know, he'd always say, "I'll just kill you right now"; something like that.

Q. Did you ever see him slap her?

A. Yes, but that wasn't at that time.

Q. But you have seen him slap her?

A. Yes.

Q. On occasions, Doris, was it necessary for your mother to take Brenda and you and go out in the barn or back in the field until he calmed down or went to sleep?

A. Yes.

Q. How many times do you recall that happening? You did hear Mr. Cooper threaten to kill your mother?

A. Yes.

Q. When was the last time you heard a threat like that; about when?

A. Well, I don't know. I don't know any dates.

Q. Did you leave that house when your mother left?

A. Yes, I did.

Q. Where did you all go to?

A. Went to my grandmother's.

Q. To your grandmother's house?

A. Yes.

Q. To your mother's mother?

A. That's right.

Q. Now, I don't remember what you said: Did you ever see Mr. Cooper slap your mother, or hit her?

A. Yes, I have.

Q. Did you see him slap her or hit her around the first of June of last year?

A. No.

Q. You don't remember the date?

A. No.

That's all.

#### ON CROSS EXAMINATION

By Mr. Hall

Q. Mrs. Penry, this slapping that you mentioned; how long was that before your mother left there in your best judgment?

A. Well, I don't know.

Q. Was it some months you would say? I'll put it this way, Mrs. Penry; your mother did live there quite awhile after he slapped her?

A. I believe so.

Q. And then you say in June 1951, or about that time you heard him threaten her?

A. Yes.

Q. And that was the night before your mother left there?

A. That's right.

Q. Do you know whether your mother has been back there on various occasions since that time? At which time Mr. Cooper was there?

A. Well, I don't know about that.

Q. Did Mr. Cooper, at any time that you know of, that is, do actual violence to your mother; in a way to slap her down or knock her down or anything like that?

A. Well, he didn't knock her down but he slapped her.

Q. And on this night that you mention here he threatened her, what did he say?

A. Well, I don't know, "I'll just kill you".

Q. Do you know the difficulty or the trouble of the fight, fuss was about between Mr. Cooper and your mother?

A. Drinking.

Q. Wasn't it something about the use of an automobile?

A. I don't remember.

Q. You don't remember. That is the only time you ever heard him threaten your mother?

A. No.

Q. Over how long a period did you hear him threaten her?

A. Well, I don't know; always.

Q. But your mother continued to live on there after he had threatened her on various occasions until this last night he hear, in June, 1951, that's right isn't it?

A. That's right.

Q. When Mr. Cooper was there generally, with the exception of the few times that you've mentioned when he threatened your mother, was he a kind and solicitous husband and father. Was he attentive to your mother and Brenda?

A. He was to Brenda.

- Q. It was just on isolated cases, rare occasions when he would come in disturbed and he would threaten your mother or; and on one occasion I believe you said he slapped her?
- A. No, it wasn't rare.
- Q. Well, about how often?
- A. I don't know how often it was quite a few times though.
- Q. Do you know whether Mr. Cooper at that time was in such physical condition he had to give up the job he was working on?
- A. He did because he drank so much.
- Q. He gave up on account of drink?
- A. Well he injured his health.
- Q. You mean the liquor was injuring his health?
- A. I imagine.
- Q. You imagine it was? He was carrying on his work, wasn't he from day to day?
- A. He left home to work.
- Q. He went out to do his work; I don't mean that you followed him but he wasn't drinking to the extent that he didn't try to carry on his work; that's what I'm getting at, he was able to drive a car wasn't he?
- A. Yes.
- Q. He would leave in the mornings and come in in the evenings; that's what I'm getting at?
- A. Well he would leave in the morning and it was morning again before he would come in.
- Q. During that time did he supply the family there with the provisions of life; with the necessities of life, clothing and so forth?
- A. Yes.
- Q. And was he attentative to the child, Brenda, I mean fatherly attention?
- A. Yes.
- Q. And he treated you with the proper respect and courtesies at all time?
- A. Well, he cursed me out.
- Q. What?
- A. He cursed me out.
- Q. About you going out too much?
- A. No.

Q. Didn't he criticise you because you were out too late at night?

A. Yes.

Q. And that was the difficulty between you and him; he tried to correct you; wasn't it Mrs. Penry; that was before you married?

A. Yes.

All right.

MR. STONE: That's our case.

MR. BRODIE COOPER, THE RESPONDENT, HAVING BEEN FIRST DULY AND LEGALLY SWORN, TESTIFIED AS FOLLOWS:

ON DIRECT EXAMINATION

By Mr. Hall

Q. You are Brodie S. Cooper, is that right?

A. That's right, yes sir.

Q. Mrs. Cooper over here is your wife?

A. Yes sir.

Q. And the allegations here as to marriage and your residence in Baldwin County, that is true, isn't it?

A. That's right. I bought the old Chris Shanks place.

Q. Now Mr. Cooper, you have heard Mrs. Cooper narrate here that you slapped her on one or more occasions; did you ever any time slap Mrs. Cooper?

A. I never did hit her a lick.

Q. Did you ever strike her in a manner of rudeness or in anger at anytime?

A. No, I never have hit her.

Q. You've heard Mrs. Cooper say that you many times threatened her life or threatened to kill her or words to that effect?

A. I never did threaten her.

Q. Now you heard the girl also say that you slapped her mother, Mrs. Cooper and you threatened her. That never did happen, you say?

A. No.

Q. Now, during the time you were living there in the home did you care and provide for Mrs. Cooper, your wife?

A. Absolutely.

Q. Did you accept the daughter, Doris, as a member of the family and care and provide for her?

A. That's right, I did.



- Q. And did you care for your child, Brenda?
- A. Yes sir.
- Q. Now when you married what work were you following, Mr. Cooper?
- A. Insurance business.
- Q. How long after you married did you follow that business?
- A. Up until May; in May, I believe it was in May when I got relieved.
- Q. What year was that? How long before your separation?
- A. It was fifty, I believe.
- Q. Now why were you relieved, Mr. Cooper?
- A. On account of my health.
- Q. Your health? What was your trouble?
- A. My head.
- Q. Your head?
- A. Sinus trouble.
- Q. Sinus trouble? Was there any other ailments?
- A. No.
- Q. Now, since that time have you been physically able to carry on any continuous gainful operation?
- A. No. The only job I've had trying to sell quonsets; couldn't do nothing at that-
- Q. But you have tried to carry on with efforts so far as you could on account of your health to provide for yourself and family?
- A. That's right.
- Q. Now, how long have you been working with your brother, Ted?
- A. I began in April; sometime in April.
- Q. Of 1952?
- A. That's right.
- Q. And what are you doing there?
- A. Oh, just in general work around the store, sweep the store, sell gas and put up stock, such as that.
- Q. Just a general handy-man?
- A. Yes sir, just a flunky boy.
- Q. Now, prior to that time did you work for anybody around there or attempt to work?
- A. Well, I worked a few days in the field for Nolan; worked every day I can; bothered in my head if I got hot see.

Q. Have you carried on work so far as you could in your physical condition?

A. Yes I have.

Q. Now, have you contributed to the child any?

A. Yeah, now what I give her prior to May, I don't remember. She said forty but it's more than that. I give her Ten Dollars when I could have it. I sent her ten dollars when she was up in Kansas, said Brenda needs a coat when she left see, went up there see and she worked from April til I thought it was around the first of July when she left, that's what I thought so she worked and saved her money, had a son lived up there and she went up there , so she wrote me a letter so I didn't have but Ten Dollars and I sent it up there.

Q. Where are you living Brodie?

A. I'm staying at the house.

Q. Where you get your groceries; I mean your meals?

A. I buy them and cook them see. I don't have money to eat out. Oh, once in awhile I get a meal out. I get my dinner over there at Quenton's.

Q. Quenton? Is that some of your kin folks?

A. That's Ted's son. I did eat at Ted's there awhile and Ada she wasn't in very good health, that's Ted's wife and move over to Quenton's get my meals over there see, but it's all in the family. They just give me my dinner. Otherwise I just cook and eat at home see.

Q. Now, this work you're doing for Ted, what pay do you draw there now?

A. Well, he did give me Four Dollars, now the last pay-day he raised me up a Dollar, see. I work by the day.

Q. You get Five Dollars a day?

A. Now.

Q. Do you work regularly?

A. No, don't work regular; some days I get off when I don't feel like working.

Q. But you do work everyday you're able?

A. Yeah, every day.

Q. About what income do you have now, Mr. Cooper, per month for the work you're able to do?

A. Well, I imagine, I don't know. It'd average Twenty-something dollars week; I'd have to figure that out.

Q. Do you work every week or everyday?

A. Not everyday, no. Week before last I was off two days and prior to that I was off three days and like that, you know.

Q. Now, do you have any property other than this home place there?

A. No sir.

Q. Do you have any personal property?

A. No sir.

Q. Do you have an automobile?

A. No.

Q. Did you all have an automobile?

A. Yeah, we had a automobile.

Q. Well, who got it?

A. I tell you, I sold that to get money to pay up my debts, part of them.

Q. Those debts, when were they made? What were they for?

A. Well, it's money that I spent there to live on, different things.

Q. Carrying on the household?

A. Yes.

Q. Now, have you ever at anytime told Mrs. Cooper here, your wife, that she couldn't live there?

A. No sir, never have.

Q. Have you said anything to her about coming back?

A. Yeah.

Q. What have you done or said?

A. Well, I told her anytime she wanted to come back well; she said well Doris-----Doris have to come back, said that's okay.

THE COURT: Said what?

A. I mean Doris, the daughter, said Doris wants to come back and she said well Doris would have to come and I said that's okay; that's all I got to say---

Q. Have you always made her welcome there?

A. Yeah.

Q. Have you any desire to to commit any injury to her, cause her any harm?

A.

- A. None whatever. I wouldn't hurt Lilla.
- Q. And you've never tried to hurt or harm her?
- A. No.
- Q. They mentioned there about you drinking to excess, Mr. Cooper. You heard the testimony. Were you drinking at that time to excess?
- A. No; I always carried on my business; never failed to work a day. That's the record show that at the office where I was a working see. All right.

ON CROSS EXAMINATION

By Mr. Stone

- Q. Mr. Cooper, who did you work for until May?
- A. Liberty National, and Brown Service Insurance Company.
- Q. What kind of insurance were you selling?
- A. That's all forms, life insurance and burial insurance.
- Q. You worked every day up until May?
- A. Yes sir. One time a long while ago when I got-
- Q. They relieved you?
- A. Yeah, I just quit.
- Q. Well now were you relieved or did you quit?
- A. I had to quit on account of health see. I just told 'em I couldn't do it
- Q. So then they didn't relieve you, you quit?
- A. Well, I say when you can't do a thing what they expect to do they aint going to keep you, I know that see.
- Q. You were drinking pretty heavy around May, weren't you?
- A. No.
- Q. Didn't your sinus trouble kind of bother you a little bit and you decided you'd drink a little heavier than you had been, didn't your drinking make you feel a little bit better?
- A. No. No, no.
- Q. It's not true then that what Doris said that you would come in drunk, is that right? You never did come in drunk?
- A. No, I have been drunk yes.
- Q. Did you come in drunk around the first of June about a month after you left Liberty National and Brown Service?
- A. No.
- Q. Didn't come in drunk at that time?
- A. No.

Q. Do you ever remember Mrs. Cooper having to take the children and go out in the barn?

A. No.

Q. Till you quieted down?

A. No.

Q. That never did happen?

A. No.

Q. As a matter of fact, Mr. Cooper, you were too intoxicated to remember, is that right?

A. No.

Q. Now, you say you work for Ted Cooper?

A. That's right.

Q. And you make Five Dollars a day?

A. Yes.

Q. You work six days a week, is that right?

A. No.

Q. How often is the store open?

A. It's open every day. Somebody's there.

Q. Sundays included?

A. No. We don't keep the store open on Sunday. We don't run it on Sunday. Thursday afternoon I don't work no time; closed up see.

Q. Well, he gives you Five Dollars for Thursday's work, doesn't he?

A. Yeah, usually.

Q. He gives you two or three-

A. Well like Thanksgiving such days as that I don't draw no pay for it see. All holidays I don't draw no pay if I'm not there.

Q. He gives you two or three days a week off, is that right?

A. No, he don't give me no days off except when I have to take off.

Q. Why do you have to take off, Mr. Cooper?

A. Because, some days I'm not able to work.

Q. Why aren't you able to work?

A. Because I'm not. I feel too bad, just all to pieces sometime, feel bad sometime.

Q. Nerves bad?

A. Oh, not too bad but sometimes I go to work and work pretty long hours.

Q. Your nerves bother you when you are drinking a lot, don't they

Mr. Cooper?

A. No.

Q. They don't bother you; the next morning they don't bother you?

A. No. I never drink to no excess. Anybody can tell you that.

Q. Do you ever have a hang-over?

A. What do you mean by hang-over?

Q. You are living in this home now that's located on this forty acres?

A. Yeah, I stay there, it's not much living but I stay there just to keep it together cause I got life insurance, not because of--  
I mean fire insurance -- you can't maintain a place without someone's got to look after it.

Q. Who did you sell the automobile to Mr. Cooper?

A. N. P. Jr.

Q. Nolan P. Cooper, Jr.?

A. Yeah.

Q. How much did he pay you for it?

A. Five Hundred and Forty-six Dollars. I believe that's correct.

Q. 1948 Ford?

A. Yeah, that's right.

Q. When did you sell it to him?

A. About May '50, I think.

Q. May of 1950?

A. Yeah.

Q. For Five Hundred and Forty-six Dollars?

A. Yeah.

Q. Was that the reasonable value of that car, Mr. Cooper?

A. Well, maybe it might have been worth more and maybe not see.

Q. What kin is Nolan to you?

A. He's a nephew.

Q. He's a nephew of yours?

A. That's right.

Q. Now isn't it a fact, Mr. Cooper, that that car was worth in 1951  
Approximately a Thousand Dollars?

A. Well, if that's what you say; I don't know.

Q. Did you try to sell it to anybody besides Nolan P. Jr?

A. No.

Q. Didn't offer it to anybody else?

A. No, I didn't.

Q. Do you still drive that car?

A. Sometimes I do.

Q. Keep it at the house?

A. Sometimes, yes sir.

Q. As a matter of fact you just changed the name of the ownership of that car, isn't that right?

A. No, I got Five Hundred and Forty-six Dollars and I'm not lying to you about that.

Q. How did you spend that Five Hundred Forty-six Dollars?

A. Paid up debts I told you; that's the reason I had to-

Q. Well, what debts?

A. I owed Ted and I owed Nolan and various things, money I'd borrowed.

Q. What did you owe Ted for?

A. Groceries.

Q. And what did you owe Nolan for?

A. Borrowed money.

Q. You took some of the Five Hundred and Forty-six Dollars and then give it back to Nolan?

A. That's right.

Q. Did you give Nolan, Jr., anything back?

A. Yeah.

Q. What did you give him back?

A. I paid him Two Hundred and Forty-five Dollars, paid that much money to him.

Q. So he; actually you just got Three Hundred Dollars for the car?

A. Yes.

Q. Whose name was this car in? Before you sold it?

A. Mine.

Q. Who did you get it from?

A. Let's see; I think the boy's name-

Q. Who did you buy it from?

A. I can't think of his name; I knew his name-

Q. Buy it second hand?

A. Yeah.

- Q. Where did you get the money that paid for the car?
- A. I made it.
- Q. Did you sign a note for the car?
- A. Yeah.
- Q. Who did you make the note payable to?
- A. The Foley Bank, borrowed the money from there.
- Q. Well, you didn't make the money then, you didn't pay cash for the automobile?
- A. Oh, no. No, no, but I paid it out myself.
- Q. <sup>id</sup> Did you owe the Liberty National Life Insurance Company any money when you left them?
- A. No.
- Q. You didn't owe any money for premiums collected?
- A. No.
- Q. And you didn't drink heavy at all prior to June 5, 1951?
- A. No.
- Q. Did you drink at all, Mr. Cooper?
- A. Yeah, I take a drink once in awhile.
- Q. How often?
- A. Not too often.
- Q. What do you mean by not too often? I'm speaking of around June, of last year now, not right now.
- Q. Sometimes I'd take a drink but 'twas not often.
- Q. Did you take a drink every day?
- A. No, no.
- Q. Did you ever just limit yourself to just one drink, or take three, four, five, how many?
- A. Sometime I'd take two or three.
- Q. Just a couple of drinks?
- A. I never drank much, not to excess. I always went home.
- Q. Did you ever come to this house prior to June, '51 in an intoxicated condition when Mrs. Cooper was living there?
- A. Prior to that?
- Q. Well, around the first of June and the time that you were relieved or left Liberty National, did you ever come home in an intoxicated condition?



Q. During that period?

A. In June?

Q. The first of June and the month of May?

A. No.

Q. Never did come home drunk?

A. No.

Q. You been married before, Mr. Cooper?

A. Yes sir.

Q. How many times?

A. Twice.

Q. Twice?

A. Yes sir.

Q. Your former wives still living?

A. Yes.

Q. Are you divorced?

A. Yes.

Q. Did they divorce you on the ground of cruelty, Mr. Cooper?

A. No.

Q. What ground was it?

A. I don't remember just exactly.

Q. Were you divorced in Baldwin County?

A. No, one of them was in Florida and one in Mobile County.

I believe that's all.

ON RE DIRECT EXAMINATION

By Mr. Hall

Q. Mr. Cooper, do you have any money?

A. No, I haven't got any. I owe money.

Q. And you said you didn't have any property other than the place?

A. No.

Q. During the time you have been separated has there been any income from the place?

A. Only, yes, the rent.

Q. What did you do with that?

A. I divided it between me and Lilla.

Q. Delivered her half to her?

A. Yeah. Had a check made out, see, and she signed it and I signed it, give her half.

Q. Divided the money?

A. Yeah.

Q. Do you know whether she has an automobile?

A. Well, she said she bought one, she bought it after give her that money, I give her at that time; that was in May when Frances paid me the rent, Frances Nelson; paid me the rent Hundred and Sixty-five Dollars and I give her Ten more, Hundred and Seventy-five Dollars in a lump sum. Then after that in June, I commenced giving her Thirty Dollars. I was working over there for Ted trying to pay him, see, but she come over and told me, she said she wanted some money, needed some money and I said: "Lilla I aint got it, go and see Ted, see if I can get Twenty Dollars from him" and oh, she raised sand out there with me so I said I'll bring it to you oh, couple days after that; well that wouldn't do, so I went in there and got Ted to give me a check for Thirty Dollars and give it to her. Ever since then give her Thirty Dollars that way -- I owed Ted then, see, been trying to pay him and I aint paid Nolan all I owe him.

Q. You have put in all the time you can?

A. Yeah.

Q. On account of your physical condition?

A. Yeah, lot of day I work when I don't feel like it.

#### ON RE CROSS EXAMINATION

By Mr. Stone

Just one or two more questions. Q. Mr Cooper when did you buy that '48 Ford automobile? Did you buy it right after this last loan from the Federal Land Bank?

A. Huh?

Q. Did you buy it right after the last loan from the Federal Land Bank? This loan that you and Mrs. Cooper made on December 13, 1949?

A. Not too long after that best I remember.

Q. What did you do with the money that you received from the Federal Land Bank, Twenty-three Hundred Dollars?

- A. The Twenty-three Hundred Dollars?
- Q. That's right, the Twenty-three hundred dollar mortgage to the Federal Land Bank?
- A. That was on the place, that I borrowed there to pay off what was owed on the place?
- Q. In February, of 1949 you executed a mortgage to the Federal Land Bank for Sixteen Hundred Dollars; is that right?
- A. I didn't get no Sixteen Hundred Dollars.
- Q. On February 28, 1949?
- A. Yeah.
- Q. Sixteen Hundred Dollars?
- A. I guess that's about right.
- Q. And then in December of 1949 you executed another mortgage to the Federal Land Bank for Twenty-three Hundred Dollars, is that right?
- A. No. I didn't get that much money; that's wrong; there's a difference.
- Q. You got a Seven Hundred Dollar difference?
- A. I got a little money there, yeah.
- Q. Seven Hundred Dollars?
- A. Uh huh.
- Q. What did you do with that money?
- A. Well, I paid up money I owed.
- Q. Did you pay for the automobile?
- A. No.
- Q. What did you do with it?
- A. Well, it's a debt. She knows what I did with it as well as I do, money I owed.
- Q. Well, who did you owe it to?
- A. Various people.
- Q. Do you have any idea who you owed?
- A. Yeah.
- Q. All right.
- A. I borrowed some money from the company and I owed them and paid it; had a wreck.
- Q. Borrowed from the company?
- A. Yeah.

Q. What company?

A. Liberty National.

Q. Liberty National?

A. That's right.

Q. How much did you owe them?

A. Oh, I don't remember off handed. I didn't throw my money away now, Mr. Stone.

Q. Well, I'm not implying that. I just want to know where the Seven Hundred Dollars went, the difference in these two mortgages. You paid some of it to Liberty National Life Insurance Company?

A. Yes.

Q. Do you have any idea how much that was?

A. I didn't have any money left. I don't remember just exactly.

Q. The entire Seven Hundred Dollars, you didn't have any money left?

A. No.

Q. Then it must have been all of the Seven Hundred Dollars?

A. Yeah. I made pretty good money right then too.

Q. Was that Seven Hundred Dollars you paid to Liberty National Life Insurance Company, was that money that you had borrowed from them?

A. Excess arrears they said I owed it.

Q. Excess arrears?

A. Yeah.

Q. Different things, what I mean; they figure you up and they say you owe it why you have to pay it.

That's all.

THE COURT: There's one thing I want to ask: Q. Weren't you spending quite a bit of money in beer joints; wasn't that the reason you weren't able to work?

A. No, Judge, no sir.

Q. And isn't that your sickness that you're complaining about, out in these beer joints full of beer?

A. No.

Q. Well have you been under the doctor's care and he told you that you shouldn't work, wasn't able to work?

A. Yeah, I went to Dr. Lingo in Mobile.

Q. When?

A. Oh, after I quit work, I guess that was in the last of May and he

operated on my head twice.

Q. Well, from '48 right on up till they finally let you go, weren't you most of the time spending most of your time in beer joints up and down the road rather than out tending to their business, Mr. Cooper?

A. No sir, I was not.

Q. Isn't that the sickness that you complain of when you get full of beer?

A. No sir.  
That's all.

MR. T. W. COOPER, HAVING BEEN FIRST DULY AND LEGALLY SWORN,  
TESTIFIED AS FOLLOWS:

ON DIRECT EXAMINATION

By Mr. Hall

Q. Do you know Brodie Cooper?

A. Right.

Q. And you run a store out at Rosinton?

A. That's right.

Q. Brodie your brother?

A. That's right.

Q. Does he work with you?

A. Yes sir, some.

Q. How long has he been working with you?

A. I can't recall; I don't know exactly.

Q. What does he do?

A. He just cleans up around the store.

Q. About how many days a week does he average working?

A. Well, sometimes one and sometimes more.

Q. What do you pay him when he's working?

A. Five Dollars a day.

Q. Do you know his physical condition here Ted?

A. Well, it's this way. He's not able to work all the time.

Q. But does he work when he is able, in your opinion?

A. Yes sir.

Q. About what you say you average paying him per week?

A. Well, I don't know average during the month wouldn't be very much.

Q. Does he have any other income?

A. Not as I know of.

Q. Up until sometime ago he was with an insurance company, wasn't he?

A. That's right.

Q. And steadily employment. Do you know when he quit with the insurance company?

A. Not right at the time.

Q. Well, you know about the time. What was his physical condition along about the time he quit, or soon after?

A. Bad, wasn't able to do anything.

Q. Does he, in your opinion, observing him there at your place, work when he's physically able to work everyday?

A. He don't work everyday.

Q. I mean every day he's physically able you; in your opinion, he does work?

A. That's right.

#### ON CROSS EXAMINATION

By Mr. Stone

Q. Mr. Cooper, you say he works about one day a week?

A. Well some more; some days he works more.

Q. He doesn't average then about Twenty Dollars or more a week?

A. No, he wont.

Q. Do you remember when Brodie sold his car to Nolan Cooper, Jr?

A. I remember about the time. I don't know whether he sold it or not, I don't know about that.

Q. It was a 1948 Ford.

A. I don't know whether he sold it or not.

Q. The car that he had along at that time; did he pay you any money after he sold it to Nolan?

A. No sir.

Q. He didn't pay you?

A. No sir.

Q. He didn't owe you any money; didn't pay you any money when he transferred that car to Nolan?

A. I don't think so; I don't know; I couldn't remember.

Q. That's Nolan Junior, I'm talking about?

A. I understand.

Q. Mr. Cooper, what's wrong physically with Brodie?

A. I don't know.

Q. Didn't you tell Mr. Hall that you knew his physical condition?

A. No, I didn't.

Q. Who is his doctor; do you know?

A. No sir, I don't know that.

Q. Do you know whether he goes to a doctor or not?

A. No, I don't know that.

Q. How often do you see him? Brodie; how often do you see him?

A. Sometimes once a week and sometimes five times a week; depends on how often he comes over to the store.

Q. Does he ever ask to be off so that he can go to the doctor?

A. No.

Q. Do you ever go down to his house to get him to go to work?

A. No.

Q. You just; if he comes to work you put him to work?

A. Sometimes when he comes he don't work, not able to work.

Q. Do you know whether he drinks ~~xx~~ a lot?

A. No sir.

Q. You don't know? You wouldn't say that he didn't though, would you?

A. No sir.

MR. E. O. MIDDLETON, HAVING BEEN FIRST DULY AND LEGALLY SWORN,  
TESTIFIED AS FOLLOWS:

ON DIRECT EXAMINATION

By Mr. Hall

Q. Mr. Middleton, do you know Mr. Cooper here?

A. Yes.

Q. You've known him for several years?

A. Yes sir, knowed him I guess fifty years.

Q. Do you know what has been his physical condition for the past two or three years?

A. Well, I'd say it's not so good.

Q. Did he ever work with you any time?

A. Yes sir.

Q. What kind of work was that?

A. Around filling station.

Q. What was his condition at that time?

- A. Some days he'd get along pretty good and some days he didn't. His health was bad. He worked when he was able. When he wasn't well, he didn't do much.
- Q. In other words his physical condition wasn't such that he could carry on work regularly?
- A. Oh no.
- Q. Do you know anything about the trouble between him and his wife over there?
- A. No more than just that they were separated, that's all.

ON CROSS EXAMINATION

By Mr. Stone

- Q. Where is your filling station, Mr. Middleton?
- A. Two mile below Loxley.
- Q. Below Loxley?
- A. Yes. Highway 90.
- Q. When did Brodie work for you?
- A. Well, it was along in late summer; must have been the last of July and along in August.
- Q. Of what year?
- A. Last year. This year.
- Q. This year or '51?
- A. '51.
- Q. Did he work regularly?
- A. No, not every day he didn't no.
- Q. Did he ever ask to get off to go see a doctor?
- A. Yeah he did. He went to see the doctor two or three times while he was there that I know of.
- Q. What doctor did he go to, do you know?
- A. I don't know about that.
- Q. He missed quite a few days from work?
- A. That's right.
- Q. Was he at the doctor's everone of those days?
- A. Well, I couldn't say about that-
- Q. You know whether he was drinking pretty heavy around that time?



- A. He didn't drink anything while he was with me, I'll tell you that right now.
- Q. How about around the first of June? Do you know whether or not he was drinking pretty heavy about that time?
- A. Couldn't tell you about that.
- Q. You remember when he was working for Liberty National Life Insurance, Brown Service?
- A. Yes, yes I remember that.
- Q. Was he drinking pretty heavy then?
- A. Well he drank some; I'm not going to say he didn't drink; he did.
- Q. Do you sell beer at your filling station?
- A. Yes sir. Not the filling station; I have a tavern there.
- Q. You got a tavern?
- A. Yes.
- Q. Did Brodie ever stop in there and buy beer from you? That spring?
- A. Yeah.
- Q. Stay in there a pretty good while?
- A. Well, I got insurance with him; he come out there to collect insurance he'd drink a couple of bottles of beer and go on about his business.
- Q. In other words, he was a pretty regular customer in the tavern, wasn't he?
- A. Well not so much. Some days he'd come around there and other days he didn't.
- Q. But he would come in to collect for his insurance and then have a couple of bottles of beer?
- A. Yeah, he drank a couple bottles of beer.
- That's all

MR. NOLAN PL. COOPER, HAVING BEEN FIRST DULY AND LEGALLY SWORN,  
TESTIFIED AS FOLLOWS:

ON DIRECT EXAMINATION

By Mr. Hall

- Q. Mr. Cooper, Brodie here is your brother?
- A. That's right.
- Q. Do you remember about the time he quit the insurance company, traveling for them, Nolan?
- A. Yeah, I think it's been something over a year ago, if I remember right.

Q. Do you know what his physical condition was at the time he quit?

A. Well he was in a pretty serious condition, had head trouble.

Q. How often did you see him?

A. What's that?

Q. How often would you see him?

A. How often did I see him?

Q. Yes?

A. Oh, I see him every few days.

Q. During that time, prior to that, did he trade at your store some?

A. Yes.

Q. Now since quitting the insurance company, you have seen him from time to time?

A. Yes.

Q. What has been his general physical condition since that time?

A. Well, he's able to work some days and some days he don't feel so good. He worked a little there for me and he couldn't do, you know, manual labor, nothing like that. He worked some but then he'd give out, of course, being his brother why I favored him some on that.

Q. And do you know what he's doing now?

Q. Well, he works at the store for Ted.

Q. Do you know whether he works with any degree of regularity or how does he work?

A. Well, he just works along when he wants to, well, when he's able to do it. Sometimes he works a week and sometimes it's a day or two.

Q. Is he, in your opinion from your observation there physically able to carry on any gainful occupation?

A. No.

Q. Do you know anything about the trouble between him and his wife of your own personal knowledge?

A. No.

Q. During the time they lived together you were running the store, weren't you?

A. Yes sir.

Q. And did they ~~x~~ trade some with you?

A. Yes.

Q. Carry an account there with you?

A. Yes.

Q. Did you ever know anything about him selling a car to Junior?

A. Yes.

ON CROSS EXAMINATION

By Mr. Stone

Q. Do you know how much your son paid for the car?

A. Off-hand, I do not.

Q. It was a 1948 Ford, wasn't it?

A. Yes sir.

Q. He sold it to him around 1950?

A. Yeah, it's been over a year ago, sometime over a year ago.

Q. It was a good while before this trouble came up between he and his wife too, wasn't it?

A. No, I just don't know exactly, may be true, I hadn't through about it.

Q. You remember when it was that he left the Liberty National Life Insurance Company? When he quit ~~x~~elling insurance?

A. No, I don't know the date.

Q. Around May of 1951? Wasn't it?

A. Well, I just don't know. I imagine it was. I couldn't tell you the exact day. I imagine it was somewhere along there.

Q. You remember generally?

A. Oh yeah, I remember the time, yes.

Q. Was Brodie drinking then?

A. Well, I didn't see him drinking.

Q. Did he spend a lot of time in beer joints?

A. Well, I don't know. I didn't see him do that.

Q. Did you ever hear anybody say anything about it?

A. No.

Q. Nobody said that Brodie was drinking too much?

A. No.

Q. What was his reason for leaving Liberty National?

A. Well, he didn't seem to be physically able to take care of it. He

had head trouble awful bad, his eyes got bad and he had to go to the doctor and have his head blowed out. He was in bad shape; in other words-

Q. You say he couldn't do manual labor, didn't you?

A. Yes. And he couldn't seem to do this work either because his head was aching.

Q. When did he work with you and try to do manual labor?

A. Well, since he quit the company.

Q. About June or July of last year?

A. Yes sir, something like that.

Q. Did he work pretty regular?

A. Oh no, no, just a day or two at the time.

Q. A day or two a week?

A. Yes. Sometime. He didn't work much.

Q. Do you know where he was the other four or five days a week?

A. Oh he was at home and around..

Q. At his home?

A. Yeah. He stayed at home some.

Q. If he didn't come to work you go down to see about him or go ahead.

A. I just went ahead. Sometimes I'd go down there.

Q. Did you ever go down to his house to see about him in the mornings?

A. Yeah. Oh yeah.

Q. What condition was he in at the time?

A. Well, when I'd go down there he'd feel bad something like that.

Q. Was he up?

A. Oh yeah, be up and around.

Q. Could you see any empty whisky bottles around?

A. No no, never did, no.

Q. Did he ever tell you he had a hang-over?

A. No.

Q. Always sinus?

A. Yeah, that's what he really had that bad too, tell you that was rough, cause I know that to be a fact. He really had sinus trouble and it was bad.

- Q. Did Nolan ever tell you how much he paid for that automobile?
- A. No but I did know, but I can't tell you. I don't remember.
- Q. Just your best judgment?
- A. He borrowed money on that car.
- Q. Borrowed it from Nolan?
- A. He did but, no, Junior did.
- Q. Junior borrowed money on it?
- A. Yes.
- Q. From whom?
- A. From the bank in Mobile.
- Q. Well Junior bought it from Brodie?
- A. Yeah, that's right.
- Q. You know how much he paid for it?
- A. No sir. I don't know.
- Q. Just your best recollection? Did Brodie owe you any money at the time he sold that car to Nolan?
- A. He probably did.
- Q. Did he pay you any money at that time?
- A. No.
- All right.

-----

I, Ora S. Nelson, Court Reporter of and for the Twenty-eighth Judicial Circuit of Alabama, hereby certify that the above and foregoing is a true transcript of the evidence and testimony taken on a hearing of the above styled cause before Honorable Telfair J. Mashburn, Jr., Judge of said Court, on December 3, 1952.

This 9th day of December, 1952.

Ora S. Nelson  
Court Reporter

## LEGAL NOTICE

2735

Lilla D. Cooper, Complainant,  
vs. Brodie S. Cooper and The  
Federal Land Bank of New Or-  
leans, Respondents.

In the Circuit Court of Baldwin  
County, Alabama, In Equity. No.  
2735.

### NOTICE OF SALE

By virtue of a decree rendered  
in the above styled cause by Tel-  
fair J. Mashburn, Jr., as Judge of  
said Court on December 3, 1952,  
I, Alice J. Duck, as Register of  
said Court shall proceed to sell at  
public outcry, to the highest bid-  
der for cash, in front of the Court-  
house door of Baldwin County,  
Alabama, at 11:00 o'clock A. M.  
on Monday, January 5, 1953, for  
the purpose of a partition and di-  
vision among the joint owners  
thereof, the following described  
real estate situated in Baldwin  
County, Alabama, to-wit:

The Northwest Quarter of the  
Northwest Quarter of Section 30,  
Township 5 South, Range 4 East,  
together with the improvements  
located thereon, consisting of a  
five room stucco house.

This notice is given, said sale  
will be held and the proceeds  
thereof applied, all in accordance  
with the decrees of said court and  
the statutes in such cases made  
and provided.

WITNESS my hand and seal as  
Register of the Circuit Court of  
Baldwin County, Alabama, in  
Equity, on this the 9th day of Dec-  
ember, 1952.

Alice J. Duck, as Register of  
the Circuit Court of Baldwin Co-  
unty, Alabama, In Equity.

Chason & Stone, Solicitors  
for Complainant.

12-18-3t



STATE OF ALABAMA  
BALDWIN COUNTY

41  
Filed May 18, 1944 at 8 A.M. and recorded in Deed Book 85 at page 68-9, I certify that \$.50  
Deed Tax has been paid as required by law.

G. W. Robertson, Judge of Probate.

-----000000000-----

DEED WITH WARRANTY

THIS INDENTURE, made the 23rd day of February, 1944, between Julia Perrin and George Perrin, her husband parties of the first part, and Brodie S. Cooper & Lilla E. Cooper, husband and wife, parties of the second part: Witnesseth, that the parties of the first part in consideration of One Dollar & (\$1.00) other good and valuable consideration Dollars, hereby acknowledged, to have been paid the parties of the first part by the parties of the second part, do grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, all the real property in Baldwin County, Ala., described as follows:

Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>) of the Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>) of Section  
Thirty (30), Township Five (5) South, Range Four (4) East, containing  
forty acres, more or less.

Together with all the rights and appurtenances to said described premises in anywise belonging: To have and to hold the same forever. And for the parties of the first part, for them and their heirs, the said described premises and appurtenances, will forever Warrant and Defend unto the said parties of the second part, their heirs and assigns, against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set our hand and seal the day and year above written.

Signed, sealed and delivered in the  
presence of:  
Alyce C. Bill

Julia Perrin  
George Perrin

Seal  
Seal

STATE OF ALABAMA  
BALDWIN COUNTY

I, Alyce C. Bill, a Notary Public, in and for said State and County, do hereby certify that Julia Perrin and George Perrin, her husband 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 (if before a foreign notary add "notarial seal") this 23rd day of February, 1944.

SEAL

Alyce C. Bill

STATE OF ALABAMA  
BALDWIN COUNTY

I, Alyce C. Bill, a Notary Public in and for said State and County, do hereby certify that on the 23rd day of February, 1944, came before me the within named Julia Perrin, known to me to be the wife of the within named George Perrin, who being examined separate and apart from the husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord and without fear, constraint or threats on the part of the husband.

Given under my hand (if before a foreign notary add "notarial seal") this 23rd day of February 1944.

SEAL

Alyce C. Bill

70

STATE OF ALABAMA  
BALDWIN COUNTY

Filed May 19, 1944 at 9:20 A.M. and recorded in Deed Book 85 at page 69-70, I certify that \$.50 Deed Tax has been paid as required by law.

G. W. Robertson, Judge of Probate.

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THE STATE OF ALABAMA, {  
Baldwin County

PROBATE COURT

I, W. R. STUART, Judge of the Probate Court in and for said State and County, hereby certify

that the within and foregoing \_\_\_\_\_ pages

contain a full, true and complete copy of the Deed from George Perrin and Julia Perrin

to Brodie S. Cooper and Lilla E. Cooper

\_\_\_\_\_

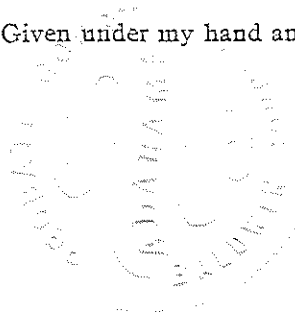
\_\_\_\_\_

as the same appears of record in my office in Deed \_\_\_\_\_ Book No. 85

Page 69-70

Given under my hand and seal of office, this 2nd day of December, 1922

W R Stuart  
Judge of Probate.





# DELINQUENT TAX NOTICE

2735

RETURN BILL WITH REMITTANCE

OFFICE OF  
H. WILKINS, Tax Collector  
State of Alabama,  
Baldwin County

SEND STAMPS FOR REPLY  
Beat No. 9 Assessment No. 373

## Tax for 1952

your taxes become delinquent Jan. 1, 1953, and will be subject to interest, levy, cost of advertisement and sale. Please pay your taxes at once and save further expense.

M. H. WILKINS, Tax Collector, Baldwin County.

*Brodie S. + Lilla E. Cooper*

### YOUR TAXES BY MARCH THE FIRST

in accordance with the Laws of Alabama, it will become the duty of the taxpayer to begin advertising the 1952 Taxes on March 1, and I would advise you to pay your 1952 Taxes and thus avoid the heavy penalty of advertisement and decree of the Probate Court. The 1935 Revenue Code sets out that the Tax Collector must file delinquent list with Probate Judge by March 1st, 1953.

Very respectfully,

M. H. WILKINS, Tax Collector.

Real Estate \_\_\_\_\_  
Personal Property \_\_\_\_\_  
Value \_\_\_\_\_  
State and County Tax \_\_\_\_\_  
Homestead Exemption \_\_\_\_\_  
State and County Tax \_\_\_\_\_  
School Tax \_\_\_\_\_  
County's Fee \$ \_\_\_\_\_ Citation Fee \$ \_\_\_\_\_  
Tax \_\_\_\_\_  
Total Amount of Taxes \_\_\_\_\_  
and Decree and Levy \_\_\_\_\_  
\$ \_\_\_\_\_ Judge \$ \_\_\_\_\_ Tax Collector \$ \_\_\_\_\_  
Total Taxes, Fees and Costs \_\_\_\_\_

### VALUATION

DOLLARS	CENTS
1040	
15	08
	50
	54
15.	62

DELINQUENT TAX NOTICE

RETURN WITH DELINQUENCY

SEND STAMPS FOR REPLY

Filed: 1-15-53

M. H. WILKINS, Tax Collector

Assessment No. \_\_\_\_\_

J. J. Massey  
J. J.

Tax for 1952

Your taxes become delinquent Jan. 1, 1953, and will be subject to interest, levy, costs, penalties and sale. Please pay your taxes before Jan. 1, 1953, to avoid further expense. The Tax Collector must file delinquent list with Probate Judge by March 1st, 1953. M. H. WILKINS, Tax Collector, Baldwin Co.

VALUATION

DOLLARS

PAY YOUR TAXES BY MARCH THE FIRST  
In accordance with the laws of Alabama, it will become the duty of the Tax Collector to begin advertising the 1953 taxes on March 1, and I would advise you that you pay your 1952 taxes and thus avoid the heavy penalty of advertisement and decree of the Probate Court. The 1953 Revenue Code sets out that the Tax Collector must file delinquent list with Probate Judge by March 1st, 1953. M. H. WILKINS, Tax Collector.

Value Real Estate	
Value Personal Property	
Total Value	
Total State and County Tax	
LESS Homestead Exemption	
Net State and County Tax	
District School Tax	
Assessor's Fee \$	
Citation Fee \$	
City Tax	
Total Amount of Taxes	
Interest and Decree and Levy	
Printer \$	
Judge \$	
Tax Collectors	
Total Taxes, Fees and Costs	

Cates & Huddleston  
Attorneys at Law  
First National Bank Building  
Montgomery 4, Alabama

50<sup>00</sup> 30

Cates & Huddleston

25<sup>00</sup> 30

Blanche Reed Kaufman  
Minot, North Dakota

2731

Gulf Land CO  
vs.

Kaufman et al



STATE OF ALABAMA  
BALDWIN COUNTY

41  
Filed May 18, 1944 at 8 A.M. and recorded in Deed Book 85 at page 68-9, I certify that \$.50  
Deed Tax has been paid as required by law.

G. W. Robertson, Judge of Probate.

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DEED WITH WARRANTY

THIS INDENTURE, made the 23rd day of February, 1944, between Julia Perrin and George Perrin, her husband parties of the first part, and Brodie S. Cooper & Lilla E. Cooper, husband and wife, parties of the second part: Witnesseth, that the parties of the first part in consideration of One Dollar & (\$1.00) other good and valuable consideration Dollars, hereby acknowledged, to have been paid the parties of the first part by the parties of the second part, do grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, all the real property in Baldwin County, Ala., described as follows:

Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>) of the Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>) of Section  
Thirty (30), Township Five (5) South, Range Four (4) East, containing  
forty acres, more or less.

Together with all the rights and appurtenances to said described premises in anywise belonging: To have and to hold the same forever. And for the parties of the first part, for them and their heirs, the said described premises and appurtenances, will forever Warrant and Defend unto the said parties of the second part, their heirs and assigns, against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set our hand and seal the day and year above written.

Signed, sealed and delivered in the  
presence of:  
Alyce C. Bill

Julia Perrin  
George Perrin

Seal  
Seal

STATE OF ALABAMA  
BALDWIN COUNTY

I, Alyce C. Bill, a Notary Public, in and for said State and County, do hereby certify that Julia Perrin and George Perrin, her husband 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 (if before a foreign notary add "notarial seal") this 23rd day of February, 1944.

SEAL

Alyce C. Bill

STATE OF ALABAMA  
BALDWIN COUNTY

I, Alyce C. Bill, a Notary Public in and for said State and County, do hereby certify that on the 23rd day of February, 1944, came before me the within named Julia Perrin, known to me to be the wife of the within named George Perrin, who being examined separate and apart from the husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord and without fear, constraint or threats on the part of the husband.

Given under my hand (if before a foreign notary add "notarial seal") this 23rd day of February 1944.

SEAL

Alyce C. Bill

70

STATE OF ALABAMA  
BALDWIN COUNTY

Filed May 19, 1944 at 9:20 A.M. and recorded in Deed Book 85 at page 69-70, I certify that \$.50 Deed Tax has been paid as required by law.

G. W. Robertson, Judge of Probate.

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