

2567

LAW OFFICES

ELLIOTT G. RICKARBY

RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

11 December 1950

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

Dear Mrs. Duck:

FISCHER VS FISCHER: With this find
Check No. 704 on the Bank of Fairhope in your
favor as costs in this cause; also receipt for
\$3.00 commissioner's fee.

Thanks for your prompt and efficient
assistance in this rather troublesome matter.

Sincerely,

Elliott G. Rickarby
for
RICKARBY & RICKARBY

EGR:HB
Enc - 2
3025

EDNA V. FISHER

vs.

EDWARD FISHER

THE STATE OF ALABAMA
Baldwin County

IN EQUITY
Circuit Court of Baldwin County

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

Testimony of Complainant and Witness

Property Agreement

and in behalf of Defendant upon _____

Answer and Waiver

Rickarby & Rickarby

Deputy Clerk
Register.

RECORDED

No.

THE STATE OF ALABAMA

Baldwin County

IN EQUITY

Circuit Court of Baldwin County

EDNA V. FISHER

VS.

EDWARD FISHER

NOTE OF TESTIMONY

Filed in Open Court this 20th
day of November, 1945

Wm. J. Duck
Register.

Printed By The Baldwin Times

EDNA ^{VICTORIA}~~BERNHARDT~~ FISCHER,
Complainant,

vs

EDWARD FISCHER,
Respondent

No.

E Q U I T Y

CIRCUIT COURT OF BALDWIN

COUNTY, ALABAMA

Comes EDWARD FISCHER, Respondent in the above styled cause,
~~and for answer to the Bill of Complaint says he denies each allega-~~
tion of same.

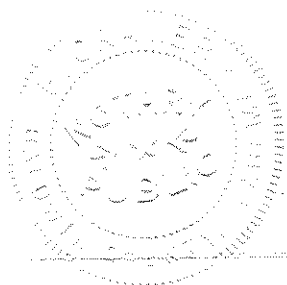
Respondent hereby waives notice of demand for oral examina-
tion of Complainant's witnesses; of the issue of commission to take
testimony; of the time and place set for taking same and of the
right to introduce evidence in his own behalf. He further agrees
that this cause may be submitted for final decree at any time on
the pleading and Complainant's evidence as noted by the Register.



Respondent.

Before me, the undersigned Notary, personally appeared
EDWARD FISCHER, who is known to me to be the Respondent above named
and who acknowledged that he executed the foregoing answer volun-
tarily with knowledge of its contents.

Witness my hand and official seal this the 14 day of
November, 1950.





Notary Public, Baldwin County, Alabama.



EDNA BERNHARDT FISCHER, Plaintiff
vs
EDWARD FISCHER, Defendant

EDNA BERNHARDT FISCHER, Plaintiff
vs
EDWARD FISCHER, Defendant

Plaintiff's Exhibit

11-17-50

RECORDED

NO 2567

EDNA BERNHARDT FISCHER,
Complainant
vs
EDWARD FISCHER,
Respondent

ANSWER AND WAIVER

FILED

NOV 17 1950

ALICE J. DUCK, Register

CLERK OF DISTRICT COURT, CLATSOP COUNTY, OREGON

RECORDED
CLERK OF DISTRICT COURT, CLATSOP COUNTY, OREGON

CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA: EQUITY SIDE

TO

EDWARD FISCHER

You are hereby notified to appear and plead, answer or demur within thirty days of the receipt hereof to the Bill of Complaint filed in this Court at Bay Minette, Alabama, against you as Defendant by EDNA VICTORIAE FISCHER as Complainant.

WITNESS my hand this the day of November, 1950.

Register, Circuit Court

TO THE

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

Comes EDNA VICTORIAE FISCHER and by this her Bill of Complaint, presented against EDWARD FISCHER, respectfully shows:

FIRST: That Complainant and Defendant are both over the age of twenty-one years; that both are now and have been for more than five years prior to the filing of this Bill, bona fide residents of the State of Alabama.

SECOND: That Complainant and Defendant were married in Pensacola, Florida, on November 20, 1944 and have lived together as husband and wife in the Town of Fairhope for more than five years prior to this date.

THIRD: That at various times since said marriage, and particularly within the current year, Defendant has committed actual violence on the person of Complainant, attended with danger to her life or health. The last occasion being on October 15, 1950, when he knocked her down several times and violently slapped her face from side to side. Defendant is a man of violent and quick temper and this is but a repetition of previous acts of the same nature, dates of which she cannot now recall. Complainant avers that to continue to live with Defendant would be at the risk of her personal safety or even her life.

THE PREMISES CONSIDERED, Complainant prays that EDWARD FISCHER be made party defendant to this cause, and by proper process required to answer this Bill within the time prescribed by Law.

Complainant further prays that upon the hearing of this cause a decree be rendered forever divorcing her from the said EDWARD FISCHER; granting her the right to resume her former name; to marry again should she so desire, and to have such allowance made to her in lieu of alimony as to Your Honor shall seem proper, and such other further or different relief as to equity may seem meet.

Ris, Carly + Ris, Carly

Solicitors for Complainant.

W 2567

RECORDED

EDNA VICTORIA FISCHER,
Complainant

vs

EDWARD FISCHER,
Defendant

o o o o o o o o o o o o o o

BILL OF COMPLAINT

o o o o o o o o o o

FILED

NOV 17 1950

AMT J. DICK, Register

Rickaby & Rickaby

EDNA VICTORIA FISCHER,
Complainant

No.
E Q U I T Y

vs

CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA.

EDWARD FISCHER,
Respondent

WHEREAS Complainant in this cause has filed suit for divorce against Respondent, which suit is now pending in the Circuit Court of Baldwin County, and,

WHEREAS the parties jointly own certain property and desire an amicable adjustment in lieu of alimony, if and when a decree of divorce is rendered, they now, for the reciprocal considerations hereinafter expressed, agree that this property settlement be embodied in the decree rendered.

1. The parties have a sale contract for the joint purchase of the dwelling house now occupied by them as a home at the northeast corner of Nichols and Summit Streets in the Town of Fairhope. On this contract there is a balance of purchase price due of approximately \$2500.00; also a balance of \$416.70 due on a loan from the Bank of Fairhope. They now agree that their interest in this property, with all contents, be sold at private sale for not less than \$4700.00, and after the payment of all debts thereon, including Colony rent, commissions due to the realtor making the sale and the indebtedness aforesaid, the sum of \$300.00 is to be paid to Respondent out of the final payment upon the property, and the remainder to go to Complainant in lieu of alimony. Respondent's interest in the purchase contract for the dwelling aforesaid shall cease with the rendition of decree of divorce and a conveyance by Complainant of her interest in said sale contract to a future purchaser will pass all interest of both parties hereto in said property.

2. Respondent is to pay the \$50.00 balance of a plumbing bill due the Ponder Company for work done upon said dwelling and to pay all monthly installments due to Frank J. Mancini, Jr., vendor under the sale contract, and to the Bank of Fairhope, holder of the loan aforesaid, until a sale of the above mentioned property is perfected, but he shall be entitled to a refund of one-half of the amounts paid toward reduction of principal in the interim between the present time and the date of consummation of sale.

3. Respondent is to take title to the Ford panel truck now used by him, but Complainant shall have the right to take over said truck at any time prior to December 1, 1950, upon payment to Respondent of the sum of \$250.00.

4. Pending the sale of the dwelling, Complainant and Respondent will jointly occupy same, but not maintain the relation of husband and wife. During such joint occupancy, Respondent will supply all necessary food, fuel and public utilities. Complainant will prepare and share with Respondent two meals per day out of the groceries supplied by Respondent, but neither shall interfere with the actions of the other. Complainant to have the right, however, to absent herself from said house at any time she sees fit, in which event Respondent will be under no obligation to supply her with food during such absences.

5. It is further agreed that Complainant shall proceed actively with her suit for divorce and that same may be promptly submitted for decree. In addition to what the Court may determine as to the dissolution of the marriage relation, ~~and~~ such decree shall also embody the terms of this agreement as to the property settlement and the rights of Complainant as to alimony.

Signed in triplicate this the 14th day of November, 1950.

Eduard V Fischer
Complainant.

Edward Fischer
Respondent.

Equity RECORDED

NO 2567

Elena V Fisher
Compt

Edward Fisher
Respondent.

Property Settlement
Agreement.

FILED
NOV 27 1950

ALICE J. DUCK, Register

332-2567
Elena V Fisher
Edward Fisher
Property Settlement Agreement

EDNA VICTORIA FISCHER,

Complainant

-vs-

EDWARD FISCHER,

Defendant

NO. _____

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

DIVORCE DECREE

This cause coming on to be heard was submitted upon Bill of Complaint, Answer and Waiver, property agreement and Testimony as noted by the Register, and upon consideration thereof, the Court is of the opinion that the Complainant is entitled to the relief prayed for in said bill. It is therefore

ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore existing between the Complainant and Defendant be, and the same are hereby, dissolved, and that the said EDNA VICTORIA FISCHER is forever divorced from the said EDWARD FISCHER for and on account of Cruelty. It further appearing that the parties have executed an agreement as to their respective rights as to property owned by them in common, which agreement is on file in this cause. It is therefore

ORDERED, ADJUDGED and DECREED that said agreement be and is hereby made a part of this decree. The Court, however, reserves control of this cause for such further orders as may be required to carry all provisions of this decree into effect. It is further

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

ORDERED that EDWARD FISCHER, the Respondent, pay the costs herein to be taxed, for which execution may issue.

This 20th day of November, 1950

Jelfair J. Madbury, Jr.
Judge, Circuit Court, In Equity.

RECORDED

NO. 2567

E. Q U I T Y

IN THE CIRCUIT COURT
OF BALDWIN COUNTY, ALABAMA

EDNA V. FISCHER,

Complainant

-VS-

EDWARD FISCHER,

Respondent

D E C R E E

FILED

NOV 21 1950

ALICE J. DUCK, Register

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