

DANIEL N. SLAY,  
Complainant and  
Cross-Respondent.

vs.

LORA BELLE SLAY,  
Respondent and  
Cross-Complainant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

IN EQUITY No. 2828

COMES LORA BELLE SLAY and respectfully shows unto the Court that on to-wit the 3rd day of June, 1953, an Order or Decree was entered herein granting to her a divorce on her Cross-Bill from the Complainant and Cross-Respondent and decreeing that he pay to her the sum of \$125.00 per month as alimony and as maintenance and support for their minor children with a provision that as each child attains its majority or is married or becomes self-supporting, the payments shall be reduced by \$25.00 per month; that Doris Evelyn Slay has married since the rendition of said decree; that James Lawrence Slay is now in the Navy, but that their minor child, Daniel Leroy Slay, age 12 years, is still in her custody; that the Complainant and Cross-Respondent has at all times subsequent to the rendition of said Decree been and is now employed at a substantial wage but that notwithstanding this fact, he has willfully and continuously failed and refused to comply with the provisions of said Decree and make the payments therein provided for; that the Complainant and Cross-Respondent is now in default in the payments due under said Decree as follows:

Balance due on payment due October 1, 1954..	\$60.00
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Payment due April, 1, 1955.....	75.00
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Payment due February 1, 1957.....	75.00
Payment due March 1, 1957.....	75.00

\$ 1,790.00

WHEREFORE, she prays that proper process of this Court issue requiring the Complainant and Cross-Respondent to appear and show cause why he should not be punished for contempt for failure to abide by the decree of the Court, and further prays that the Court will, on a hearing of her said motion, fix and determine the amount now due to her as alimony and maintenance and support of said children, and as a fee for her Solicitor for services rendered in connection herewith, and will enter a judgment against the Complainant and Cross-Respondent and in her favor for such amount as may found to be due.

Mrs. Lora Belle Slay  
RESPONDENT AND CROSS-COMPLAINANT.

D. R. Coley, Jr. and  
Chris C. DeLaney  
Solicitors for Respondent  
and Cross-Complainant.

STATE OF ALABAMA:

COUNTY OF MOBILE:

Before me, the undersigned authority, personally appeared this day LORA BELLE SLAY, who being by me first duly sworn, deposes and says that she has read the foregoing motion, and that the statements contained therein are true and correct, to the best of her knowledge, information and belief.

Mrs. Lora Belle Slay

Subscribed and sworn to before  
me this 28 day of March, 1957.

H. P. Buckley  
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA.

Mr. Slay operates a farm in  
Loxley, Alabama

710.2828  
Daniel N. Slay  
VS

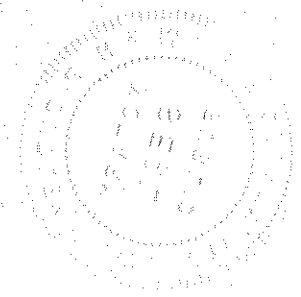
Lora Belle Slay

Rule 71 Si

FILED

APR 2 1957

ALBANY, N.Y. REGION



DANIEL N. SLAY,

Complainant and  
Cross-Respondent.

vs.

LORA BELLE SLAY,

Respondent and  
Cross-Complainant.

IN THE CIRCUIT COURT OF

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Mrs. Lora Belle Slay  
RESPONDENT AND CROSS-COMPLAINANT.

D. R. Coley, Jr. and  
Chris C. DeLaney  
Solicitors for Respondent  
and Cross-Complainant.

STATE OF ALABAMA:

COUNTY OF MOBILE:

Before me, the undersigned authority, personally appeared this day LORA BELLE SLAY, who being by me first duly sworn, deposes and says that she has read the foregoing motion, and that the statements contained therein are true and correct, to the best of her knowledge, information and belief.

Mrs. Lora Belle Slay

Subscribed and sworn to before  
me this 28 day of March, 1957.

D. P. Dudley  
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA.

Mr. Slay operates a farm in Loxley, Alabama.

DANIEL N. SLAY,

Complainant and  
Cross-Respondent,

vs

LORA BELLE SLAY,

Respondent and Cross-  
Complainant.

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

Supplementing the agreement filed herein as to alimony and maintenance and support for the children, the parties hereto agree that the sum of One Hundred Fifty and no/100 (\$150.00) Dollars is a reasonable fee to be paid to the solicitor for the respondent and cross-complainant in this cause, and that this provision may be incorporated in the decree entered by the Court in this cause.

Daniel N. Slay

Lora Belle Slay  
By D. M. King, Jr., Solicitor.

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

DANIEL N. SLAY,

RECORDED  
Complainant and  
Cross Respondent,

vs

LORA BELLE SLAY,

Respondent and Cross-  
Complainant.

SUPPLEMENTAL AGREEMENT

FILED

SEP 23 1952

ALICE J. DUCK, Register

DANIEL N. SLAY,

Complainant and  
Cross-Respondent.

vs.

LORA BELLE SLAY,

Respondent and  
Cross-Complainant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY NO. 2828

COMES now the Respondent and Cross-Complainant and  
withdraws the Motion filed herein on to-wit the       day of  
March, 1957, without prejudice.

D. R. Coley  
SOLICITOR FOR RESPONDENT AND  
CROSS-COMPLAINANT.



CHRIS C. DE LANEY  
D. R. COLEY, III  
JOSEPH M. HOCKLANDER

LAW OFFICES OF  
D. R. COLEY, JR.  
302-6 FIRST FEDERAL SAVINGS BUILDING  
106 ST. JOSEPH STREET  
MOBILE, ALABAMA

March 29, 1957

Mrs. Alice J. Duck, Clerk  
Circuit Court of Baldwin County  
Bay Minette, Alabama

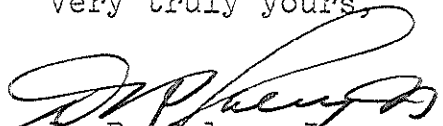
Re: Daniel N. Slay vs.  
Lora Belle Slay  
In Equity No. 2828

Dear Mrs. Duck:

I am enclosing herewith Petition for Rule  
Nisi in the above entitled cause and will appreciate  
your filing the same.

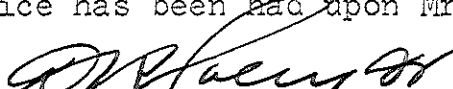
With kind personal regards, I am

Very truly yours,

  
D. R. Coley, Jr.

C/cbt  
Encl.

P. S. I will also appreciate your advising me as to  
when and if service has been had upon Mr. Slay.

  
D. R. Coley, Jr.

DANIEL N. SLAY,

Complainant and  
Cross-Respondent,

vs.

LORA BELLE SLAY,

Respondent and  
Cross-Complainant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY No. 2828

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Payment due August 1, 1957.....	50.00
Payment due September 1, 1957.....	55.00
Payment due October 1, 1957.....	75.00

\$2,220.00

WHEREFORE, she prays that proper process of this Court issue requiring the Complainant and Cross-Respondent to appear and show cause why he should not be punished for contempt for failure to abide by the decree of the Court, and further prays that the Court will, on a hearing of her said motion, fix and determine the amount now due to her as alimony and maintenance and support of said children, and as a fee for her Solicitor for services rendered in connection herewith, and will enter a judgment against the Complainant and Cross-Respondent and in her favor for such amount as may found to be due.

Lora Belle Slay  
RESPONDENT AND CROSS-COMPLAINANT.

D. R. Coley, Jr.,  
Chris C. De Laney  
Solicitor for Respondent  
and Cross-Complainant.

STATE OF ALABAMA:

COUNTY OF MOBILE:

Before me, the undersigned authority, personally appeared this day LORA BELLE SLAY, who being by me first duly sworn deposes and says that she has read the foregoing motion, and that the statements contained therein are true and correct, to the best of her knowledge, information and belief.

Subscribed and sworn to  
before me on this the 1st day of  
November, 1957.

Lora Belle Slay

Frances E. Albrecht  
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA.

LAW OFFICES OF  
D. R. COLEY, JR.

302-6 FIRST FEDERAL SAVINGS BUILDING

106 ST. JOSEPH STREET

MOBILE, ALABAMA

CHRIS C. DELANEY  
D. R. COLEY, III  
JOSEPH M. HOCKLANDER

November 5th, 1957

Mrs. Alice J. Duck, Clerk  
Circuit Court of Baldwin County  
Bay Minette, Alabama

Re: Daniel N. Slay v.  
Lora Belle Slay  
In Equity No. 2828

Dear Mrs. Duck:

I assume that process has not been served on the motion filed by me in the above matter some time ago.

If I am correct in this assumption I wish to withdraw that motion and file the new motion which I enclose herewith.

For your convenience I have prepared and am also enclosing motion for Rule Nisi to be served on Mr. Slay. I have left the date on which he should appear blank, to be inserted by you. When this has been served if you will advise me I will arrange to be present at the hearing of the motion or have someone there to look after it, after which a Rule Nisi should issue and will prepare whatever Order the Court directs.

Your cooperation will be appreciated.

Very truly yours,

*D. R. Coley, Jr.*  
D. R. Coley, Jr.

DANIEL N. SLAY,

Complainant and  
Cross-Respondent,

vs.

LORA BELLE SLAY,

Respondent and  
Cross-Complainant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY No. 2828

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WHEREFORE, she prays that proper process of this Court issue requiring the Complainant and Cross-Respondent to appear and show cause why he should not be punished for ~~contempt for failure to abide by the decree of the Court,~~ and further prays that the Court will, on a hearing of her ~~said~~ motion, fix and determine the amount now due to her as alimony and maintenance and support of said children, and as a fee for her Solicitor for services rendered in connection herewith, and will enter a judgment against the Complainant and Cross-Respondent and in her favor for such amount as may found to be due.

Lora Belle Slay  
RESPONDENT AND CROSS-COMPLAINANT.

D. R. Coley, Jr.,  
Chris C. De Laney  
Solicitor for Respondent  
and Cross-Complainant.

STATE OF ALABAMA:

COUNTY OF MOBILE:

Before me, the undersigned authority, personally appeared this day LORA BELLE SLAY, who being by me first duly sworn deposes and says that she has read the foregoing motion, and that the statements contained therein are true and correct, to the best of her knowledge, information and belief.

Subscribed and sworn to  
before me on this the 1st day of  
November, 1957.

Lora Belle Slay

D. R. Coley, Jr.  
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA.

THE STATE OF TEXAS,  
COUNTY OF DALLAS.I, the undersigned, Clerk of the County Court,  
do hereby certify that the within and foregoing  
is a true and correct copy of the original  
as the same appears from the records of the  
County Court of Dallas County, Texas.GIVEN UNDER MY HAND AND SEAL OF OFFICE  
THIS 8th DAY OF NOVEMBER, 1957.CLERK OF COUNTY COURT.

FILED

NOV 8 1957

ALICE L. BUCK, Register

TO ALL WHOM THESE PRESENTS SHALL COME, I GREET WELL.  
WHEREAS, the undersigned, Clerk of the County Court,  
do hereby certify that the within and foregoing  
is a true and correct copy of the original  
as the same appears from the records of the  
County Court of Dallas County, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office  
this 8th day of November, 1957.CLERK OF COUNTY COURT.

DANIEL N. SLAY,

Complainant and  
Cross-Respondent.

vs.

LORA BELLE SLAY,

Respondent and  
Cross-Complainant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY NO. 2828

COMES now the Respondent and Cross-Complainant and  
withdraws the Motion filed herein on to-wit the            day of  
March, 1957, without prejudice. ✓

D. R. Coley  
SOLICITOR FOR RESPONDENT AND  
CROSS-COMPLAINANT.



Daniel N. Slay  
Complainant

vs

Lora Belle Slay  
Respondent

Circuit Court  
Baldwin County

Alabama

In Equity

To the Honorable Telfair J. Mashburn, Jr., Judge of said Court,  
sitting in Equity;

Comes Daniel N. Slay and exhibits this, His Bill of Complaint against  
Lora Belle Slay, and shows unto Your Honor as follows:

First: Complainant, whose age is 38 years, and Respondent, whose age  
is 34 years, intermarried March 28th 1937 at Prichard, Alabama.

Second: Thereafter, the parties hereto lived together as husband and  
wife in the State of Alabama until May, 1948, at which time, Respond-  
ent did voluntarily abandon the bed and board of Complainant and has  
continued said abandonment ever since with total neglect of the marital  
covenant on her part.

Third: Complainant has remained a resident of Alabama, living presently  
and for more than 1 year past in Baldwin County, Alabama.

The premises considered, Complainant prays that said Lora Belle Slay be,  
by all due and appropriate process, made party defendant to the within  
cause, that she be compelled to plead, demur or answer to the several  
paragraphs hereof within the time prescribed by law and that she be com-  
pelled to abide and obey all orders and decrees made in the premises.

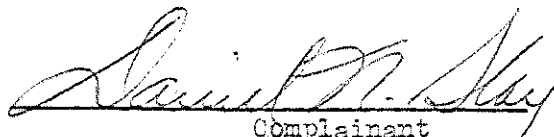
Complainant prays, further, upon a hearing of the within cause, that a  
decree be ordered and entered forever divorcing him from said Lora Belle  
Slay and granting him such other, further and different relief as, in  
Equity, may seem meet and proper.

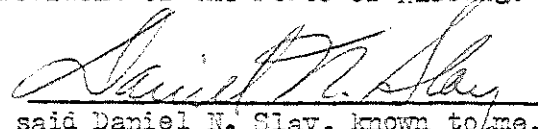
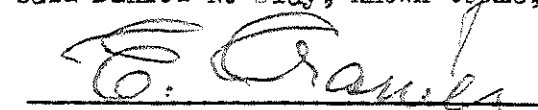
E. A. Gramer  
Solicitor for Complainant

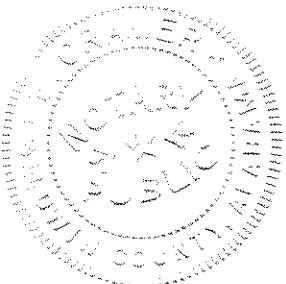
State of Alabama  
Baldwin County

Personally appeared Daniel N. Slay, Complainant in the above cause, and,  
being duly sworn, he doth depose and say that said Lora Belle Slay is  
past the age of 21 years and is a non resident of the State of Alabama.

Subscribed and sworn to, before me, by said Daniel N. Slay, known to me,  
this 24th day of June, 1952.

  
Complainant

  
  
Notary Public, Baldwin County  
Alabama



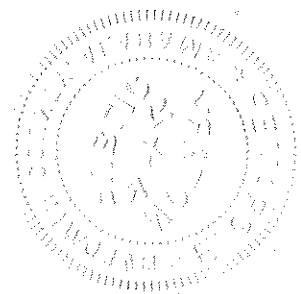
NO 2828

RECORDED

Daniel N. Slay  
vs.

Lora Belle Slay

Complaint





custody, but that James Lawrence Slay is presently with his father, the Complainant; that the Complainant is an able-bodied man, and is well able to provide for the support and maintenance of herself and his children.

WHEREFORE, the premises considered, Defendant prays that this be taken as her answer and cross-bill to the bill of complaint herein, and that by due process, the Complainant be made party Cross-Respondent hereto and be required to answer the allegations hereof within the time required by law.

She further prays that upon a final hearing of the cause, Your Honor will dismiss the bill of complaint, and will grant to her a divorce from the Complainant and Cross-Respondent on her crossbill; will award to her the custody of the children born of their marriage, and will order the Complainant and Cross-Respondent to pay to her a reasonable amount as alimony and for the maintenance and support of their children, and a reasonable fee for the services of her Solicitor.



SOLICITOR FOR RESPONDENT AND  
CROSS-COMPLAINANT

282 RECORDED

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY

---

DANIEL N. SLAY,

Complainant,

vs.

LORA BELLE SLAY,

Defendant.

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ANSWER AND CROSS-BILL

---

FILED

SEP 4 1952

ALICE J. DUCK, Register

D. R. COLEY, JR.,  
SOLICITOR FOR DEFENDANT

Room 302, First Federal Savings Bldg.  
106 St. Joseph Street,  
Mobile, Alabama.

MRS. LORA BELLE SLAY

In Account With

HENRIETTA DUDLEY

---

To services taking depositions of Lora  
Belle Slay and Eula S. Sutton, witnesses  
for the Respondent and Cross-Complainant  
in the case of Daniel W. Slay vs. Lora Belle  
Slay, In the Circuit Court of Baldwin  
County, Alabama, In Equity.....\$7.50

DANIEL N. SLAY,

Complainant and  
Cross-Respondent,

vs.

LORA BELLE SLAY,

Respondent and  
Cross-Complainant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

The depositions of Lora Belle Slay and Eula S. Sutton, witnesses examined on behalf of the Respondent and Cross-Complainant in the above entitled cause which is pending in the Honorable the Circuit Court of Baldwin County, Alabama.

The said witnesses appeared before me at the time and place hereinafter named, and after having been first duly sworn by me to speak the truth, the whole truth, and nothing but the truth, did testify and say as follows. That is to say, Lora Belle Slay and Eula S. Sutton, being duly sworn, testified as follows:

LORA BELLE SLAY

I am Lora Belle Slay. I am the Respondent and Cross-Complainant in this case. I am over the age of 21 years, and am a resident of Alabama, but by reason of circumstances beyond my control, I am presently living in Meridian, Mississippi.

The Complainant and Cross-Respondent, Daniel N. Slay, is over the age of 21 years, and is a resident of Baldwin County, Alabama.

We were lawfully married at Prichard, Alabama, on March 28th, 1937. We lived together as man and wife happily until some time in 1945. In October of 1945, I found out definitely that he was going with another woman, and had been guilty of the commission of adultery with her. At that time my youngest child was just about one year old, and for the sake of our children and in an effort to hold our home together, I tried to straighten things out and go ahead.

Since that time, I have looked after the children and kept them and he has promised to give up the other woman and straighten up and come home to me and the children and I have taken him back, believing that he intended to do what he said, and would keep his promise. Each time he broke the promise and again went off with the woman and committed adultery, until in 1950 he left home and has continuously since that time remained away from home, except that he did come to the house on Christmas and on one or two other occasions.

In 1951 he called me and told me again that he wanted to straighten up and wanted me to come to where he was staying. I went, and when I got there, he carried me to an apartment in which he and another woman had been living. Articles of her clothing, her watch, hairnet and cosmetics were in the room, and articles which had been used in adulterous intercourse were in the garbage pail. He admitted to me that he had been living with this woman. I looked in the telephone directory and the telephone was listed in the name of this woman as his wife.



I left and came back home.

I know that he has continued to go and be with this same woman and has continued to commit adultery from time to time.

He has admitted it to me any number of times and has been open about it.

I have not condoned his misconduct in any way.

I have given up any hopes of any reconciliation and want a divorce.

There were three children born of our marriage, Doris Evelyn Slay, 14 years of age, James Lawrence Slay, 12 years of age, and Daniel Leroy Slay, 7 years of age.

I have entered into an agreement with the Complainant and Cross-Respondent as to alimony and maintenance and support for the children, and desire that its provisions be incorporated in any decree which may be rendered by the Court in this cause.

Lora Belle Slay

EULA S. SUTTON

My name is Eula S. Sutton. I am a resident of Whistler, Mobile County, Alabama, and have been all of my life.

I am an Aunt of Lora Belle Slay, the Respondent and Cross-Complainant in this case. I have known her all of her life. I know Daniel N. Slay, and have known him since he married Lora Belle Slay.

They have three children born of their marriage. The children have always been in the custody of their mother. I know that Lora Belle Slay has always been a faithful and dutiful wife and mother, and that she is in every way a fit and proper person to have the custody of her children. The youngest child of Daniel N. Slay and Lora Belle Slay is now about eight years of age. I found out while this child was very small that Daniel N. Slay was going with another woman. I first knew it when I saw him coming out of the show with this woman late in the afternoon about six years ago, and I know that he has continued up to the present time to go with the same woman. They have gone together and been together in such a manner and under such circumstances that I know that they have committed adultery.

I have talked with Lora Belle Slay about the matter on a number of occasions. I know that she has tried to keep her home together, and that he has promised on numerous occasions to give up this other woman and conduct himself as he should, but each time he has broken his promise and gone back with her.

During the year 1950 he left home for good, and since that time, while he may have dropped by the house at long intervals, he has not lived at home as a husband would.

I know the name of the woman with whom Mr. Slay

has been cohabiting and living, but unless it could  
serve some good purpose, I had rather not give it.

Paula R. Sutton

CERTIFICATE

I, Henrietta Dudley, do hereby certify that in a certain cause pending in the Circuit Court of Baldwin County, Alabama, wherein Daniel W. Slay is Complainant and Cross-Respondent, and Lora Belle Slay is Respondent and Cross-Complainant, I caused the said Lora Belle Slay and Eula S. Sutton who are known to me, to come before me at the time and place hereinafter named, that is to say, I caused the said Lora Belle Slay and Eula S. Sutton to come before me at my office, 106 St. Joseph Street, Mobile, Alabama, on the 19th day of September , 1952; that said witnesses were first duly sworn by me as stated; that their testimony was by me reduced to writing as given by them and as near as might be in the language of the said witnesses, and that after their testimony had been so reduced to writing, it was read over by the said witnesses, who assented to and signed the same in my presence.

I further certify that I am not of Counsel or of Kin to any of the parties to the cause and am not in anywise interested in the result thereof.

.WITNESS my hand this the 19th day of September , 1952.

Henrietta Dudley

COMMISSIONER

FILED

SEP 23 1952

ALAN J. BUCK, Recorder

NOTICE TO NON-RESIDENT

The Baldwin Times, Bay Minette, Alabama

<u>DANIEL N. SLAY</u>		}	The State of Alabama,	
<u>No. 2828</u>			<u>Baldwin</u> County.	
vs.			Circuit Court, in Equity	
<u>LORA BELLE SLAY</u>		}	This the <u>26<sup>th</sup></u> day of	
			<u>June</u> , 19 <u>62</u>	

In this cause it being made to appear to the Clerk of this Court by the affidavit of  
DANIEL N. SLAY

that the Defendant LORA BELLE SLAY

is a non-resident of the State of Alabama

and further, that, in the belief of said Affiant the Defendant is over the age of 21 years; it is, therefore, ordered that publication be made in the Fairhope Courier, a newspaper published in Fairhope, Baldwin County, Alabama, once a week for four consecutive weeks, requiring  
defendant the said LORA BELLE SLAY

to answer or demur to the Bill of Complaint in this cause by the 26<sup>th</sup> day of  
July 1962 or after thirty days therefrom a decree Pro Confesso may be  
taken against her

Reinhold  
Register.

E. A. Cramer -  
Solicitor for Complainant

Daniel N. Slay  
Complainant

vs

Lora Belle Slay  
Respondent

Circuit Court

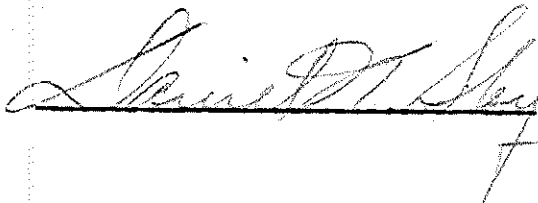
Baldwin County

Alabama

In Equity: No. 2828

Comes Daniel N. Slay and, for answer to the Cross Complaint filed by Respondent, says that he denies each and every allegation therein contained.

Complainant waives the right to the issuance of formal commission to take testimony, the right to introduce evidence in his own behalf or to cross examine Respondents' witnesses and he agrees that the within cause may be submitted for final decree without further notice to him upon Respondent's pleadings and evidence as noted by the Register.



State of Alabama

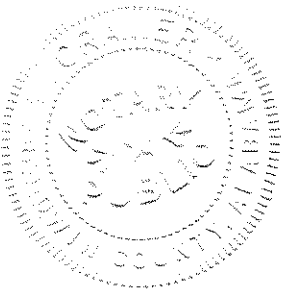
Baldwin County

Personally appeared Daniel N. Slay, Complainant in the within cause, known to me, and he acknowledged that he signed the foregoing answer and waiver voluntarily with full knowledge of the contents thereof.

Given under my hand and seal this 21<sup>th</sup> day of September, 1952.



Notary Public, Baldwin County, Alabama



ALICE J. DUCK, Register

ALICE J. DUCK, Register

ALICE J. DUCK, Register

ALICE J. DUCK, Register

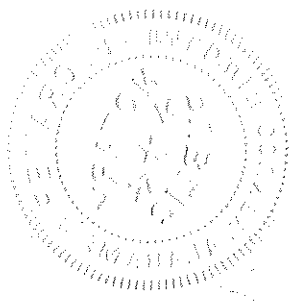
ALICE J. DUCK, Register

ALICE J. DUCK, Register

FILED  
SEP 5 1952

RECORDED

ALICE J. DUCK, Register



ALICE J. DUCK, Register



DANIEL N. SLAY  
COMPLAINANT  
VS  
LORA BELLE SLAY  
RESPONDENT

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

TO THE HONORABLE TELFAIR J. MASHBURN, JR., JUDGE OF SAID COURT, SITTING IN EQUITY:

Comes Daniel N. Slay and exhibits this, His Bill of Complaint against Lora Belle Slay, and shows unto Your Honor as follows:

First: Complainant, whose age is 38 years, and Respondent, whose age is 34 years, intermarried March 29th 1937 at Prichard, Alabama.

Second: Thereafter, the parties hereto lived together as husband and wife in the State of Alabama until May, 1948, at which time Respondent did voluntarily abandon the bed and board of Complainant and has continued said abandonment ever since with total neglect of the marital covenant on her part.

Third: Complainant has remained a resident of Alabama, living presently and for more than 1 year past in Baldwin County, Alabama.

The premises considered, Complainant prays that said Lora Belle Slay, be by all due and appropriate process, made party defendant to the within cause, that she be compelled to plead, demur or answer to the several paragraphs hereof within the time prescribed by law and that she be compelled to abide and obey all orders and decrees made in the premises.

Complainant prays, further, upon a hearing of the within cause, that a decree be ordered and entered forever divorcing him from said Lora Belle Slay and granting him such other, further and different relief as, in Equity, may seem meet and proper.

E. A. Cramer  
Solicitor for Complainant

/s/ Daniel N. Slay  
Complainant

STATE OF ALABAMA  
BALDWIN COUNTY

Personally appeared Daniel N. Slay, Complainant in the above cause, and, being duly sworn, he doth depose and say that said Lora Belle Slay is past the age of 21 years and is a non resident of the State of Alabama.

/s/ Daniel N. Slay

Subscribed and sworn to, before me, by said Daniel N. Slay, known to me, this 24th day of June, 1952.

(Notary Seal)

/s/ E. Cramer  
Notary Public  
Baldwin County, Alabama

DANIEL N. SLAY,  
Complainant and  
Cross-Respondent,

vs.

LORA BELLE SLAY,  
Respondent and  
Cross-Complainant.

)  
) IN THE CIRCUIT COURT OF  
)  
) BALDWIN COUNTY, ALABAMA.  
)  
) IN EQUITY- No. 2828.  
)

THIS CAUSE is submitted for decree on the pleadings, on the testimony as shown by the Note of Evidence on file, the agreement and supplemental agreement of the parties, and on consideration, the Court is of the opinion that the Complainant and Cross-Respondent is not entitled to the relief prayed for in his bill of complaint, but that the Respondent and Cross-Complainant is entitled to the relief prayed for in her cross-bill, and that the same should be granted.

It is therefore ORDERED, ADJUDGED and DECREED by the Court that the bill of complaint be and it is hereby dismissed; that the Cross-Complainant is entitled to relief on her cross-bill; that the bonds of matrimony heretofore existing between the Cross-Complainant, Lora Belle Slay, and the Cross-Respondent, Daniel N. Slay, be and the same are henceforth dissolved and annulled.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Complainant and Cross-Respondent and Respondent and Cross-Complainant be and they are hereby permitted to again contract marriage, subject to such provisions of the law as regulate the marriage of divorced persons, but in no event before the expiration of sixty days after the rendition of this decree.

It is further ORDERED, ADJUDGED and DECREED by the Court that the custody of the minor children of the parties, viz.:

Doris Evelyn Slay, now 14 years of age,  
James Lawrence Slay, now 12 years of age, and  
Daniel Leroy Slay, now 7 years of age,

be and it is awarded to the Cross-Complainant, Lora Belle

Slay, provided that the Cross-Respondent, Daniel N. Slay, shall have the right to visit and to have his said children visit him at reasonable times and places.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Cross-Respondent, Daniel N. Slay, pay to the Cross-Complainant, Lora Belle Slay, the sum of \$250.00 cash and the further sum of \$125.00 on September 1st, 1952, and \$125.00 on the 1st day of each month thereafter, as alimony and as maintenance and support for the children, said payments to continue during the minority of the children; provided that as each child attains its majority or is married or becomes self-supporting, the payments shall be reduced by \$25.00 per month, on condition, however, that all payments prior to such time shall have been paid in full.

It is further ORDERED by the Court that the Cross-Respondent, Daniel N. Slay, pay to D. R. Coley, Jr., as Solicitor for the Respondent and Cross-Complainant, the sum of \$150.00 for services rendered by him in this cause.

It is further ORDERED by the Court that the Cross-Respondent, Daniel N. Slay, pay the costs of this suit, for which execution may issue.

DONE this            day of            , 1952.

---

JUDGE

DANIEL N. SLAY,  
Complainant and  
~~No. Cross-Respondent~~ VS.

LORA BELLE SLAY,  
Respondent and  
Cross-Complainant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

### ORDER OF SUBMISSION

This cause coming on to be heard, is submitted for decree on the pleadings and on the proof as noted.

Dated,

### NOTE OF EVIDENCE

At the hearing of this cause the following note of evidence was taken to wit:

#### FOR COMPLAINANT

FILED, 9-23-52  
Aurice J. Venable Register }

Solicitor—fo/ Complainant  
cross

#### FOR RESPONDENT AND CROSS-COMPLAINANT

1. Cross bill filed by Lora Belle Slay
2. Answer and waiver filed by Complainant and Cross-Respondent
3. Agreement between the Parties
4. Depositions of Lora Belle Slay and Eula S. Sutton.

Dr. Coley J.  
Solicitor—for Respondent  
and Cross-Complainant

No. 11

DANIEL N. SLAY

Vs.

LORA BELLE SLAY

ORDER OF SUBMISSION  
NOTE OF EVIDENCE

FILED Terms, 19  
SEP 23 1952, 19

Ent. Min. No. ALICE J. DUCK, Register Page 1

DANIEL N. SLAY,

Complainant and  
Cross-Respondent,

vs.

LORA BELLE SLAY,

Respondent and Cross-  
Complainant.

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

Respondent and Cross-

Now comes the Complainant in the above entitled  
cause, and agrees that Henrietta Dudley may act as commissioner  
in taking the testimony in said cause, and waives the issuance  
of a commission.



SOLICITOR FOR RESPONDENT AND CROSS-  
COMPLAINANT

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

---

DANIEL N. SLAY,  
Complainant and  
Cross-Respondent,

vs.

LORA BELLE SLAY,  
Respondent and  
Cross-Complainant.

---

WAIVER OF COMMISSION

---

FILED  
SEP 23 1952  
ALICE L. DUCK, Register

D. R. COLBY, JR.,  
SOLICITOR FOR RESPONDENT  
AND CROSS-COMPLAINANT.

THIS AGREEMENT entered into by and between LORA B. SLAY, Party of the First Part, and DANIEL N. SLAY, Party of the Second Part, WITNESSETH: that

WHEREAS, the parties are wife and husband, but have ceased to live together as such; and, that

WHEREAS, there is pending in the Circuit Court of Baldwin County, Alabama, a bill for divorce filed by the Party of the Second Part against the Party of the First Part; and

WHEREAS, the parties desire to effect an adjustment as to their property rights, and their rights to the custody of their children without the necessity of a reference;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, it is agreed:

1. That the Party of the Second Part will pay to the Party of the First Part the sum of ~~\$250.00~~ <sup>(TWO HUNDRED FIFTY)</sup> cash and the sum of \$125.00 per month, the first payment being due and payable on September 1, 1952, and \$125.00 on the 1st day of each month thereafter, said payments to continue during the minority of the children who are as follows: Doris Evelyn, now 14 years of age, James Lawrence, now 12 years of age, and Dannie Leroy, now 7 years of age; provided that as each child attains its majority or becomes self-supporting, the payments shall be reduced by \$25.00. On condition, however, that all payments including and prior to such time shall have been paid in full.

2. It is further agreed that the custody of the children of the Parties shall be awarded to the Party of the First Part provided that the Party of the Second Part shall have the right to visit and to have said children visit him at reasonable times and places.

3. It is understood that the parties have entered into a contract or agreement of some kind to purchase the property known as 1308 Brook Avenue in Brookley Heights, Mobile County, Alabama; that a substantial balance is still due on



account of the purchase price thereof; that Party of the Second Part will release and convey to the Party of the First Part all of his right and interest in and to said property subject to said unpaid balance.

4. Party of the Second Part agrees to pay the costs of the divorce proceedings including a reasonable fee for the solicitor of the Party of the First Part in said proceedings.

5. Party of the First Part in consideration of the payments hereinabove provided for releases and discharges the Party of the Second Part from any and all other rights or obligations arising from their marital relationship.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this the 26 day of AUGUST, 1952.

Mrs. Lora B. Slay (SEAL)

Samuel P. Slay (SEAL)

RECORDED

agreement

FILED

SEP 23 1952

BUCK, Register

DANIEL N. SLAY,  
Complainant and  
Cross-Respondent,

vs.

LORA BELLE SLAY,  
Respondent and  
Cross-Complainant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
IN EQUITY- No. 2828.

THIS CAUSE is submitted for decree on the pleadings, on the testimony as shown by the Note of Evidence on file, the agreement and supplemental agreement of the parties, and on consideration, the Court is of the opinion that the Complainant and Cross-Respondent is not entitled to the relief prayed for in his bill of complaint, but that the Respondent and Cross-Complainant is entitled to the relief prayed for in her cross-bill, and that the same should be granted.

It is therefore ORDERED, ADJUDGED and DECREED by the Court that the bill of complaint be and it is hereby dismissed; that the Cross-Complainant is entitled to relief on her cross-bill; that the bonds of matrimony heretofore existing between the Cross-Complainant, Lora Belle Slay, and the Cross-Respondent, Daniel N. Slay, be and the same are henceforth dissolved and annulled.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Complainant and Cross-Respondent and Respondent and Cross-Complainant be and they are hereby permitted to again contract marriage, subject to such provisions of the law as regulate the marriage of divorced persons, but in no event before the expiration of sixty days after the rendition of this decree.

It is further ORDERED, ADJUDGED and DECREED by the Court that the custody of the minor children of the parties, viz.:

Doris Evelyn Slay, now 14 years of age,  
James Lawrence Slay, now 12 years of age, and  
Daniel Leroy Slay, now 7 years of age,

be and it is awarded to the Cross-Complainant, Lora Belle

Slay, provided that the Cross-Respondent, Daniel N. Slay, shall have the right to visit and to have his said children visit him at reasonable times and places.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Cross-Respondent, Daniel N. Slay, pay to the Cross-Complainant, ~~Lora Belle Slay~~, the sum of ~~\$250.00~~ cash and the further sum of \$125.00 on ~~August~~ 1st, 1953, and \$125.00 on the 1st day of each month thereafter, as alimony and as maintenance and support for the children, said payments to continue during the minority of the children; provided that as each child attains its majority or is married or becomes self-supporting, the payments shall be reduced by \$25.00 per month, on condition, however, that all payments prior to such time shall have been paid in full.

It is further ORDERED by the Court that the Cross-Respondent, Daniel N. Slay, pay to D. R. Coley, Jr., as Solicitor for the Respondent and Cross-Complainant, the sum of \$150.00 for services rendered by him in this cause.

It is further ORDERED by the Court that the Cross-Respondent, Daniel N. Slay, pay the costs of this suit, for which execution may issue.

DONE this 3 day of June, 1953.

Hubert M. Hall

JUDGE

FILED  
JUN 3 1953

ALICE J. DUCK, Registrar

LAW OFFICES OF  
D. R. COLEY, JR.

302-6 FIRST FEDERAL SAVINGS BUILDING

106 ST. JOSEPH STREET

MOBILE, ALABAMA

SYDNEY S. PFLEGER  
CHRIS C. DE LANEY

June 1, 1953

Mrs. Alice Duck,  
Clerk, Circuit Court,  
Baldwin County,  
Bay Minette, Alabama.

Dear Mrs. Duck:

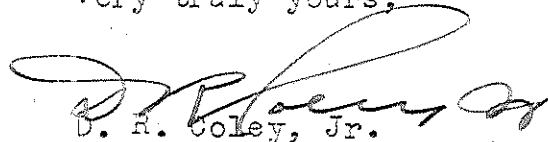
In accordance with our telephone conversation of a few minutes ago, I hand you herewith my check for \$22.20 to cover the costs of Court in the case of Daniel W. Slay vs. Lora Belle Slay. This is the figure which you gave me in your letter of September 23rd, 1952, and I assume is still correct. If there is any more, let me know and we will forward it.

I will appreciate it if you will bring this matter to the attention of the court and have the decree signed for me as early as possible.

I would like certainly to have the matter wound up this week or next.

Your courtesy and cooperation will be appreciated.

Very truly yours,

  
D. R. Coley, Jr.

C/D

P. S. I am adding an additional \$1.50 to the check to cover the cost of an extra copy of the decree, and will appreciate it if you will let me have two copies of the decree.

D.R. C., Jr.

# THE FAIRHOPE COURIER

E. B. GASTON ESTATE, PUBLISHER

Telephone  
5201



Rates On  
Application

Mrs. Alvie Luck  
Bay Minette, Ala.

July 26, 1952

Legal notice: 160 words  
Re: H. Slay vs.  
Lora Slay  
July 3-10-1952

10 40



# THE FAIRHOPE COURIER

E. B. Gaston Estate, Publishers



A Progressive Paper for Progressive People

TELEPHONE 5201

ESTABLISHED 1894

FAIRHOPE, ALABAMA

*"On Beautiful Mobile Bay"*

This is to certify that the attached legal notice appeared in the Fairhope Courier, a newspaper published in Fairhope, Baldwin County on the dates of July 3, 10, 17 and 24th, 1952.

*Frances M. Crawford*  
-----  
Editor

State of Alabama  
Baldwin County

Subscribed and sworn to this 27th day of  
July, A. D. 1952, before me.

*E. Cramer*  
-----  
Notary Public, Baldwin County, Ala.

## Notice to Non-Resident

Daniel N. Slay No. 2328 vs. Lora Belle Slay.

The State of Alabama, Baldwin County.

Circuit Court, in Equity.

This the 26th day of June, 1952.

In this cause it being made to appear to the Clerk of this Court by the affidavit of Daniel N. Slay that the Defendant Lora Belle Slay is a non-resident of the State of Alabama and further, that, in the belief of said Affiant the Defendant is over the age of 21 years; it is, therefore, ordered that publication be made in the Fairhope Courier a newspaper published in Fairhope, Baldwin County, Alabama, once a week for four consecutive weeks, requiring defendant the said Lora Belle Slay to answer or demur to the Bill of Complaint in this cause by the 26th day of July 1952 or after thirty days therefrom a decree Pro Confesso may be taken against her.

Alice J. Duck, Register  
E. A. Cramer, Solicitor  
For Complainant .

50-4t