



A. Yes.

Q. When were you divorced from the first marriage?

A. Either in January of 1955 or December of 1954.

Q. Where was that divorce granted?

A. Memphis, Tenn. Shelby County.

Q. Were you subsequently remarried to the Respondent?

A. I was.

Q. Where and when were you married?

A. Hernando, Mississippi, on October 21, 1956.

Q. Have there been any children born to you and the Respondent as a result of these two marriages?

A. Yes, five.

Q. Will you state where they live and with whom they live?

A. They live with me in Summerdale, Alabama.

Q. Are those children, Pricilla Anne Lee, age 18; John Aldwin Lee, age 16, Dorothy Evelyn Lee, age 12; Rebecca Sue Lee, age 8, and Mary Cynthia Lee, age 2?

A. Yes .

Q. In this complaint we have Rebecca Sue Lee's age at Seven; is that incorrect?

A. Yes sir, she is eight.

Q. Mrs. Lee, did you and your husband live together in Baldwin County, Alabama?

A. Yes we did.

Q. Where did you live?

A. Greenwood Road, Summerdale, Alabama.

Q. Are you now living together as husband and wife?

A. No.

Q. When were you separated?

A. He left the last of January.

Q. Of this year?

A. Yes sir.

Q. Did you all have some difficulty at that time, Mrs. Lee, that caused him to leave?

A. Yes, he just didn't want to be married any longer.

Q. Was there any other individual involved as far as he was concerned?

A. Yes, the girl that caused the first divorce; Lillian Boyd.

Q. Have you continued to be separated from him since that time?

A. I have.

Q. In March of this year, Mrs. Lee, did your husband commit actual violence on your person?

A. He did.

Q. What did he do?

A. He pushed me across the kitchen and played with a paring knife a while and then wrapped a fly swatter handle around my throat and was going to annihilate me and the children.

Q. Did he threaten to kill you?

A. Yes sir.

Q. From his conduct both at that time and prior thereto, do you feel that if you continued to live with him that he would commit, or continue to commit acts of violence on your person, attended with danger to your life or health?

A. I think it would get worse and I think that sooner or later his mind would snap---

Q. You think that he would continue to commit violence on your persons that would be attended with danger to your life or health if you continued to live with him?

A. Yes sir.

Q. Mrs. Lee, you said that you lived in Summerdale with your children at this time?

A. I do.

Q. Where does your husband live?

A. Foley, Alabama.

Q. Is he a fit and proper person to have the care, custody and control of those children?

A. No.

Q. Is he presently gainfully employed?

A. He has his own business.

Q. He is operating a business?

A. Yes.

Q. Where?

A. Foley.

Q. Is he receiving also retirement benefits from the United States of America?

A. Yes sir.

Q. Are those received from services under the Civil Service Retirement Act?

A. Yes sir.

Q. Did you and your husband enter an agreement on or subsequent to the separation as to the care and custody of the children and alimony for yourself?

A. Yes sir.

Q. Is that agreement attached to the bill of complaint?

A. Yes sir.

Q. That is your husband's signature to that agreement?

A. It is.

Q. All right, now do you have any property, Mrs. Lee - Any real property, land or houses or anything of that nature?

A. No sir.

Q. Do you have any personal property other than possibly a small bank account ---Stock or bonds or anything like that?

A. No.

Q. Do you have any funds of your own out of which you could reasonably pay the Attorneys' fee in this matter?

A. No sir.

Q. Did you employ our firm -- the Firm of Chason & Stone to Represent you in this matter?

A. I did.

JAMES R. OWEN, A WITNESS FOR THE COMPLAINANT, BEING FIRST DULY SWORN, TESTIFIED AS FOLLOWS:

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Examination by Mr. Stone.

Q. Is this James R. Owen?

A. Yes sir.

Q. Mr. Owen, are you a practicing Attorney in Bay Minette, Alabama?

A. Yes.

Q. How long have you been practicing?

A. About six years.

Q. Are you familiar with the charges in divorce proceedings---the scale of these charges?

A. I am.

Q In a divorce proceeding by a wife against her husband on the ground of physical cruelty where there are five children, the custody, support and maintenance of the children are involved, and also the question of alimony and support for the wife, wherein an agreement is reached by the parties to the proceeding that the husband shall pay the wife \$100.00 a month as alimony, and he shall pay her \$200.00 a month for the maintenance, support and education of the five minor children until they all finish college, marry or become self supporting, at which time the amount of support required to be paid for the support, maintenance and education of said children shall be reduced proportionately; the husband further agrees to to keep in force and pay all premiums due thereon, all insurance contracts presently carried on both of the parties hereto and their children, whether such insurance contracts be life, sick and accident, health, medical, surgical or otherwise; he further agrees to pay the alimony for as long as his wife shall live or remain unmarried; the custody of said children is given exclusively to the wife, with the right of visitation in the husband. He further agrees to take out a life insurance policy on his life in the amount of \$9,000.00 with his wife as the primary beneficiary and

his children herein named as the secondary beneficiaries, and agrees that he shall not have the right to change the beneficiaries and he further agrees that he will continue in force the life insurance policy or policies which he now carries on the lives of his children with the complainant as the beneficiary, and that he shall not have the right to change the beneficiary; and he shall pay in addition to that, the sum of \$1,000.00 on the rendition of the divorce decree. Under those situations, what, in your opinion, would be a reasonable Attorneys' fee for the services rendered by the Attorneys for the Complainant?

A. Is that to be incorporated in the decree --- the agreement?

Q. Yes.


A. \$500.00.

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C E R T I F I C A T E:

I hereby certify that the foregoing is a true and correct transcript of the testimony as taken by me in open court, in the above styled cause, on this day.

This 27th day of August, 1957.

  
\_\_\_\_\_  
Official Court Reporter, 28th  
Judicial Circuit of Alabama.



CORDELIA PAULINE LEE,

Complainant,

vs.

ALDWIN BERNARD LEE,

Respondent

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY


ANSWER AND WAIVER

Comes now the Respondent in the above styled cause and for answer to the Bill of Complaint heretofore filed against him and to each section thereof, separately and severally, and denies each and every allegation thereof and demands strict proof thereof.

The Respondent hereby waives notice of the taking of testimony and notice of the submission of this cause for final decree and does hereby agree that said cause may be submitted for final decree and testimony taken therein without notice to him.

  
Aldwin Bernard Lee

Sworn to and subscribed before  
me on this the 26<sup>th</sup> day of August,  
1957.

  
Notary Public, Baldwin County, Ala.



CORDELIA PAULINE LEE,	X	
Complainant,	X	IN THE CIRCUIT COURT OF
vs.	X	
	X	BALDWIN COUNTY, ALABAMA
ALDWIN BERNARD LEE,	X	
Respondent.	X	IN EQUITY
	X	

DECREE OF DIVORCE

This cause coming on to be heard was this day submitted for final decree on behalf of the Complainant on the Bill of Complaint and the exhibit attached thereto, the testimony of the Complainant and of James R. Owen, and on behalf of the Respondent on his answer filed in this cause. And the Court having proceeded to take the testimony in this cause, ore tenus, and having considered the same is of the opinion that the Complainant is entitled to the relief prayed for in her Bill of Complaint and that a decree of divorce should be entered in accordance with said findings; it is therefore

ORDERED, ADJUDGED and DECREED by the Circuit Court of Baldwin County, Alabama, In Equity, that the Complainant Cordelia Pauline Lee be, and she hereby is, forever divorced from the Respondent Aldwin Bernard Lee for and on account of cruelty committed by the Respondent on the person of the Complainant; and that the bonds of matrimony heretofore existing between the parties be, and the same hereby are, dissolved.

It is further ORDERED, ADJUDGED and DECREED by the Court that the agreement of the parties to this cause filed herein be, and the same is hereby, adopted by specific reference as a part of this decree and that the terms thereof shall be binding upon the parties to this cause as though all of the terms of said agreement were specifically set forth in this decree and each of said parties are hereby specifically charged with the fulfillment of the obligations therein expressed as though they had been imposed by this Court as a part of this decree.

It is further ORDERED, ADJUDGED and DECREED by the Court that neither of the parties hereto shall marry, except to one another within sixty (60) days after the rendition of this decree or the pen-

dency of any appeal herefrom.

It is further ORDERED, ADJUDGED and DECREED that the Respondent pay the costs of this proceeding, including the sum of Five Hundred Dollars (\$500.00), which sum is hereby fixed as a reasonable solicitor's fee to be paid to Chason & Stone as Solicitors for the Complainant. The said fee shall be paid by the Respondent to the Register of this Court as a part of the cost of this proceeding and said Register shall remit said sum to the said solicitors.

Done this the 27th day of August, 1957.

Hubert M. Still

FILED

AUG 27 1957

ALICE I. BUCK, Register

CORDELIA PAULINE LEE,	X	
Complainant,	X	IN THE CIRCUIT COURT OF
vs.	X	BALDWIN COUNTY, ALABAMA
ALDWIN BERNARD LEE,	X	
Respondent.	X	IN EQUITY
	X	

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

Comes now the undersigned Cordelia Pauline Lee as Complainant in the above styled cause and respectfully represents and shows unto Your Honor and unto this Honorable Court as follows:

FIRST:

That she is over the age of twenty-one years of age and a bona fide resident citizen of Baldwin County, Alabama, residing at Summerdale, Alabama; that the Respondent is over the age of twenty-one years of age and a resident citizen of Baldwin County, Alabama, residing in Foley, Alabama.

SECOND:

That the Complainant and the Respondent were married on October 21, 1956, in Hernando, Mississippi, and that they lived together as man and wife from that date until the month of January, 1957, when they became separated. That the Complainant and Respondent were also married to one another on the 2nd day of March, 1937, in Pensacola, Florida, but the parties hereto were divorced in 1955, prior to their second marriage.

THIRD:

That there were born to the Complainant and the Respondent as a result of both of said marriages five children, all of whom are still minors and who reside with the Complainant in Summerdale, Alabama. The names and ages of said children are as follows: Priscilla Anne Lee, age 18; John Aldwin Lee, age 16; Dorothy Evelyn Lee, age 12; Rebecca Sue Lee, age 7 and Mary Cynthia Lee, age 2.

FOURTH:

That on, to-wit: March 27, 1957, the Respondent committed actual violence on the person of the Complainant attended with danger to her life and health by pushing the Complainant across the kitchen of the home in which she was then living and wrapping a wire or wire handle around her neck and threatening to kill the Complainant. The Complainant further alleges that from the conduct of the Respondent she has reasonable apprehension that he would commit actual violence upon her person attended with danger to her life and health if she continued to reside with him as husband and wife.

FIFTH:

That the complainant is a fit and proper person to have the care, custody and control of said minor children and the Respondent is not a fit and proper person to have such care, custody and control; but he is an able-bodied man gainfully employed and receiving retirement benefits from the United States Government. That there is filed and presented herewith an agreement entered into between the Complainant and the Respondent relative to a property settlement between the Complainant and Respondent and the matter of alimony, custody of the children and the support and maintenance of the Complainant and the said minor children, all of which agreement is subject to the approval of this Honorable Court.

SIXTH:

That the Complainant has no property of her own and no separate income and it was necessary that she employ solicitors to represent her in the prosecution of this divorce proceeding and in the matters attendant thereto and to this end she has employed the firm of Chason & Stone of Bay Minette, Alabama.

PRAYER FOR PROCESS

The premises considered the Complainant respectfully prays that the Respondent will be made a party to this proceeding and that he will be required to plead, answer or demur to this Bill of Com-

plaint within the time allowed by law and the rules of this Honorable Court.

PRAYER FOR RELIEF

The premises considered the Complainant respectfully prays that upon a final hearing of this cause that this Honorable Court will enter an order or decree forever divorcing the Complainant from the Respondent for and on account of physical cruelty and that in and by the terms of said decree that your Complainant will be awarded the care, custody and control of the minor children hereinabove named and that this Honorable Court will adopt by reference or specifically the agreement which is filed and presented with this complaint relative to the matters therein contained. And the Complainant prays that this Honorable Court will fix and determine a reasonable solicitors fee to be paid the Solicitors for the Complainant by the Respondent and will enter such other, further and different orders and decrees as will be meet and proper and to which, in equity, the Complainant is entitled.

Cordelia Pauline Lee  
Cordelia Pauline Lee

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Worborne C. Stone, Jr., a Notary Public, in and for said County in said State, personally appeared Cordelia Pauline Lee, who is known to me and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

That her name is Cordelia Pauline Lee and she is one and the same person as the Complainant in the foregoing Bill of Complaint and her name is signed thereto as such. That the facts alleged are true and correct.

Sworn to and subscribed  
before me on this the 26  
day of August, 1957.

Cordelia Pauline Lee  
Cordelia Pauline Lee

Worborne C. Stone, Jr.  
Notary Public, Baldwin County, Alabama

STATE OF ALABAMA

BALDWIN COUNTY

THIS AGREEMENT, made and entered into on this the 26<sup>th</sup> day of August, 1957, by and between CORDELIA PAULINE LEE, hereinafter referred to as party of the first part, and ALDWIN BERNARD LEE, hereinafter referred to as party of the second part, WITNESSETH:

THAT WHEREAS the parties hereto are husband and wife, having married in Hernando, Mississippi, on the 21st day of October, 1956; and

WHEREAS, the parties hereto separated in the month of January of 1957, and have not lived together as man and wife since that time; and

WHEREAS, there have been born to the parties hereto five children by virtue of the marriage hereinabove referred to and a prior marriage of March 2, 1937; the names and ages of which children are as follows: Pricilla Anne Lee, age 18; John Aldwin Lee, age 16; Dorothy Evelyn Lee, age 12; Rebecca Sue Lee, age 7 and Mary Cynthia Lee, age 2 years; and

WHEREAS, the party of the first part is contemplating the filing of a suit for divorce in the Circuit Court of Baldwin County, Alabama, and the parties hereto desire to adjust and settle their property rights and the matter of the maintenance, education, support and custody of their minor children; subject, however, to the approval of said Court;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained be it mutually understood and agreed between the parties hereto as follows:

1. That the party of the first part shall have the full custody and control of the minor children of the parties hereto with the right in the party of the second part to see and visit with said children at reasonable times and at reasonable intervals; provided, however, that such visits are convenient to the party of the first part.

2. That the party of the second part shall pay to the

party of the first part the sum of One Hundred Dollars (\$100.00) per month as alimony.

3. That the party of the second part shall pay to the party of the first part the sum of Two Hundred Dollars (\$200.00) per month for the maintenance, support and education of the said five minor children until all of such children have finished college, married or become self supporting; at which time the amount of support required to be paid by the party of the second part to party of the first part shall be reduced proportionately. In the event that any of said children shall marry while attending college and should they need financial assistance to continue their college education, the party of the second part shall continue to contribute proportionately to the support of such child or children until he, she or they shall have completed their college education.

4. The party of the second part shall continue in force, and pay all premiums due thereon, all insurance contracts presently carried on both of the parties hereto and their children, whether such insurance contracts be life, sick and accident, health, medical, surgical or otherwise.

5. That the amount herein agreed to be paid by the party of the second to the party of the first part as alimony shall be paid as long as the party of the first part shall live or until such time as she remarries, but the remarriage of the party of the first part shall not effect the custody of the children and she shall continue to have such custody.

6. In the event that the party of the first part should die before the children reach their majority they shall not be split up and all of said children shall be in the custody of a relative of the party of the first part and the party of the second part shall continue to contribute to the support of said children in the amount and in the manner herein set forth.

7. That the party of the second part will take out and continue to carry on his life an insurance policy in the amount of Nine Thousand Dollars (\$9,000.00) with the party of the first part as the primary beneficiary and the children herein named as the secondary

beneficiaries; said policy will provide that the party of the second part shall not have the right to change the beneficiaries.

8. That the party of the second part will continue in force the life insurance policy or policies which he now carries on the lives of his children with the party of the first part as the beneficiary and which policy or policies shall also provide that the party of the second part shall not have the right to change the beneficiary.

9. That the party of the second part, in addition to all other sums herein provided, shall pay to the party of the first part the sum of One Thousand Dollars (\$1,000.00) as a payment to the party of the first part for her interest in certain personal property which the party of the second part has sold, exchanged or permitted to deteriorate.

10. In the event that the party of the second part should withdraw all sums due him under the Civil Service Retirement Act, then the party of the second part agrees to take out and carry an additional insurance policy on his life which said policy will provide for the payment for the benefit of said minor children an amount or amounts equal to the amount or amounts that said children would have been entitled to receive on the death of the party of the second part had he not withdrawn said sums during his lifetime. Such additional policy to be delivered to the party of the first part and the amount of the premiums thereon will be paid to the party of the first part in addition to the amounts herein provided, which additional amounts shall be paid by the party of the first part to the insurance company with whom such additional policy is taken; said policy to contain appropriate provisions to cover the payment of premiums as herein outlined and a further provision to the effect that the party of the second part shall not have the right to change the beneficiaries.

11. The party of the second part will pay all attorneys fees and court costs incurred in the matter of the divorce of the parties hereto in an amount to be fixed by the Circuit Court of Baldwin County, Alabama.



12. It is understood and agreed that this agreement may be filed along with the Bill of Complaint in the Circuit Court of Baldwin County, Alabama, and that its provisions may be made a part of any decree rendered in said court.

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

Arthur Bernard Lee (SEAL)

Cordelia Pauline Lee (SEAL)

WITNESSES:

Malcolm J. Stone, Jr.  
Malcolm J. Stone, Jr.