

HARRY G. REAM, Guardian,  
Complainant

E Q U I T Y

CIRCUIT COURT OF BALDWIN  
COUNTY, ALABAMA

vs

PERRY SHAW, et al,  
Respondents

This cause coming on to be heard upon the sworn bill and answer of Respondents and same being considered, the Court is of the opinion that the Complainant is entitled to the relief prayed for by his bill.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED, that Harry G. Ream as guardian of Floyd Wesley Wilkinson, a minor, upon release by Leona K. Shaw, individually and as administratrix of the estate of Gilson B. Shaw, deceased, of all her interest in the proceeds of the said lands of the estate of Gilson B. Shaw, deceased, now held by the Probate Court of Summit County, Ohio, do join with Perry Shaw and Earl Shaw in a conveyance to Leona K. Shaw of the  $8\frac{1}{2}$  of the  $NW\frac{1}{4}$  of Section 8, T6S, R4E, in Baldwin County, Alabama and in a release of all further interest in the estate of Gilson B. Shaw, deceased, but as such guardian to enter into no warranty of the land so conveyed against any of the debts of the estate of Gilson B. Shaw, deceased.

Done at Monroeville this the 14<sup>th</sup> day of December, 1935.



Judge.

HARRY G. REAM, GUARDIAN  
Complainant

vs

EARL SHAW, et al  
Respondents

E Q U I T Y  
CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

Come PERRY SHAW and EARL SHAW, sons of decedent and next of kin to FLOYD WESLEY WILKINSON, a minor and only child of a deceased daughter, and accept notice of the filing by HARRY G. REAM as Guardian of said Floyd Wesley Wilkinson of a petition to join with the adult heirs of the estate in the sale of the realty thereof and waive further notice of the hearing on said petition.

They further show that the lands thus sought to be sold are vacant lands out of use for a number of years, subject to arrears of taxes and of no immediate sale value in their present condition as well as being subject to the heavy debts of the estate, and that in their opinion the sale now proposed is to the best interest of the minor and the other heirs of the estate.

Perry Shaw

Earl Shaw

LAW OFFICES  
ELLIOTT G. RICKARBY  
ROBERTSDALE, ALABAMA

December 11th, 1935

Hon. F. W. Hare  
Judge Circuit Court  
Monroeville, Alabama

Dear Judge Hare:

REAM, GUARDIAN, vs SHAW, ET AL: With this Mr. Duck will hand you the papers in a friendly proceeding that is filed by the guardian of a nonresident minor interested in an estate that is being administered through the Probate Court of Baldwin County, that of one Gilson B. Shaw who died more than six years ago leaving a modest property which, unfortunately, like many others, has suffered from the depression and which has dragged through the Probate Court to the present time. The assets of the estate consist of about \$100.00 in cash, the dividend on deposits in two closed Banks, a sale contract on some land in Michigan on which there is something over \$400.00 due and being paid in small installments, a tract of nineteen acres near Akron, Ohio, worth at one time about \$1500.00, and eighty acres of land near Robertsdale worth in good times \$25.00 an acre but which today would not bring \$10.00, though if times improve it should ultimately sell for the former price. This has been put up for sale twice under the orders of the Probate Court and no bidder received on either occasion. The homestead, a very modest cottage in the outskirts of Robertsdale worth about \$800.00, was set aside to the widow as exempt.

The heirs to the estate are two sons and the only child of a deceased daughter, the minor named in the bill. Sometime ago the two uncles and the father of this minor living at Everett, Ohio near Akron sought to have the Ohio land sold for division but when I learned of this I insisted that the proceeds should be applied to the payment of the debts and blocked a division of the proceeds. I found, however, that the price for which it was sold, while below its value in former times was all that could be obtained at this time and after considerable negotiations an agreement was reached by which this amount, some \$481.00 gross, should go to the two sons and the grandson in cash as their full share of the estate and that Mrs. Shaw, the widow, should take over the Robertsdale land subject to the payment of the balance of the debts, after applying to these the small amount of cash in her hands and to be realized from the Michigan sale contract, she releasing the one-third interest in the Ohio land which she has as widow under the laws of that State. On the eighty acres near Robertsdale there is not only the lien of the balance of debts but three years back taxes and the taxes of three years prior to that which she herself has paid. This eighty if sold now, if it could be sold, would not quite pay the entire debts of the estate but Mrs. Shaw is willing to care for these and trust to the land increasing in value in the next few years for reimbursement, so with her approval

I accepted the proposition made by the attorney for the Shaw children.

The question then arose as to how this agreement could be carried into effect and I suggested a proceeding under Code Section 9357, that relating to the sale of lands in which a minor has an interest, and, after some correspondence, at the request of Mr. Ream drafted such a petition which was rewritten and sent down for filing. In the meantime, however, I found a decision which held that this being a statutory proceeding must be strictly construed and found that the authority could only be given from that Court through which the minor's interests were being handled. I then wrote Mr. Ream that I doubted the title that Mrs. Shaw would receive under such a proceeding and suggested handling the matter through the Equity Court under authority of the case of McCreary vs Billings, 176 Alabama 314, 58 So. 311. A decision that I have on a number of occasions availed myself in Mobile. Mr. Riel, the lawyer in Akron who is handling this matter at Mr. Ream's request, agreed to this and has today sent down a bill praying for the confirmation of this amicable arrangement and for authority of the guardian to join with the other adult heirs in a deed. At Mr. Riel's request I am filing this bill together with the answer of Messrs. Earl and Perry Shaw and of Mrs. Leona K. Shaw, individually and as administratrix thus putting the matter at issue.

As I understand the law, the bill being sworn to and its averments admitted by all respondents, a decree can be rendered forthwith and I have prepared this and enclose it also. Should you feel, however, that some additional proof be made this can be easily furnished from the records of the Probate Court showing the assets of the estate, the fact that the main asset, the Robertsdale land which has twice been offered for sale and the amount of the debts and I will be glad to assist Mr. Riel in furnishing this. As I said before, however, I do not consider it necessary but if you wish it as a compromise measure will be glad to furnish a certificate from the Probate Court showing this which would save expense. I understand that your Court can take judicial knowledge of the records of another court in the same county when brought to its attention.

I do not hesitate to urge the decree prayed for as in this way the heirs of the estate will get a small amount in cash which it is doubtful they would receive if the land is sold now for the payment of the debts. On the other hand, Mrs. Shaw will be able to pay the funeral expenses which with interest now amount to over \$500.00 and for which she feels morally responsible as well as a debt of about \$400.00 money borrowed by her husband in his lifetime from her niece, a little school teacher of this place. The remainder of the debts are back taxes which she can settle in installments and advances made by her for prior taxes, doctor's bills, etc., and for which she can be reimbursed later should the land be sold at private sale on easy terms. I therefore ask your early and favorable consideration.

Very truly yours,

*Elliot B. Rintala*

Attorney for Estate Gilson B. Shaw, deceased

W. RAYMOND RIEL

ATTORNEY-AT-LAW

321~~1~~7 SECOND NATIONAL BUILDING

AKRON, OHIO

December 7th, 1935.

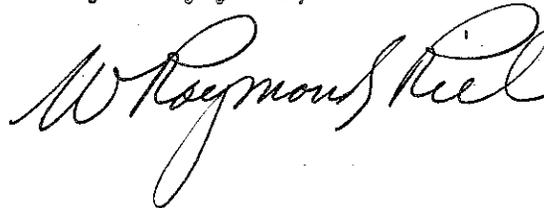
Mr. Elliott G. Rickarby,  
Robertsdale, Alabama.

Dear Mr. Rickarby:

RE: GILSON B. SHAW ESTATE.

I am enclosing herewith, Bill of Complaint, of Harry G. Ream, Guardian of Floyd Wesley Wilkinson, a minor, which I desire to have presented TO THE HONORABLE FRANCIS W. HARE, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY, for his consideration of the facts and allegations therein contained. Please present the Bill of Complaint to the Court on my behalf and ask that it be set down for hearing and final action on same.

Very truly yours,



**CIRCUIT COURT, BALDWIN COUNTY, ALA.,  
IN EQUITY.**

210

*H B Ryan*

*Perry Stuen et al*

VS.

PLAINTIFF  
DEFENDANT

No. 185

**Bill of Costs**

Fees of Register		Dollars	Cts.	Brought Forward		
Filing each bill and other papers	\$ 10		50	For receiving, keeping and paying out or distributing money, etc.; 1st \$1,000 1 per ct.; all over \$1,000, and not over \$5,000, 3-4 of 1 per ct.; all over \$5,000, and not exceeding \$10,000, 1-2 of 1 per ct.; all over \$10,000, 1-4 of 1 per ct.		
Issuing each subpoena	50			Receiving, keeping and paying out money paid into court, etc., 1-2 of 1 per ct. of amount received,		
Issuing each copy thereof	40			Each Notice sent by mail to creditors	15	
Entering each return thereof	15			Filing, Receipting for and docketing each claim, etc.	25	
For each order of publication	1 00			For all entries on subpoena docket, etc.	50	
Issuing writ of injunction	1 50			For all entries on commission docket, etc.	50	
For each copy thereof	50			Making final record, per 100 words	15	
Entering each return thereof	15			Certified copy of decree	1 00	
Issuing writ of attachment	1 00			Report of divorce to State Health office	50	
Entering each return thereof	15			Acts 1915		
Docketing each case	1 00	1 00		<b>Total Fees of Register</b>		6 75
Entering each appearance	25	50				
Issuing each decree pro confesso on persl ser	1 00			<b>Fees of Sheriff</b>		
Issuing each decree pro confesso on publication	1 00			Serving and returning subpoena on deft.	\$ 1 50	
Each order appointing guardian	1 00			Serving and returning subpoena for witness	65	
Any other order by Register	50			Levying attachment	1 50	
Issuing commission to take testimony	50			Entering and returning same	25	
Receiving and filing	10			Selling property attached		
Endorsing each package	10			Impanelling Jury	75	
Entering order submitting cause	50	50		Executing writ of possession	2 50	
Entering any other order of Court	25	50		Collecting execution for costs	1 50	
Noting all testimony	50			Serving and returning sci. fa., each	65	
Abstract of cause, etc.	1 00			Serving and returning notice	65	
Entering each decree	75			Serving and returning writ of injunction	1 50	
For every 100 words over 500	15			Serving and returning writ of exeat	1 50	
Taking account, etc.	3 00			Taking and approving bonds, each	75	
Taking testimony, etc.	15			Collecting money on execution		
Each report, 500 words or less	2 50			Making deed	2 50	
For every 100 words over 500	15			Serving and returning application, etc.	1 00	
Amount claimed less than \$500, etc	2 00			Serving attachment, contempt of court	1 50	
Issuing each subpoena	25			<b>Total Fees of Sheriff</b>		6 75
Witness certificate, each	25					
Issuing execution, each	75			<b>Recapitulation</b>		
Entering each return	15			Register's Fees		
Taking and approving bond, each	1 00			Sheriff's Fees		
Making copy of bill, etc	15			Commissioner's Fees		
Each notice not otherwise provided for	50			Solicitor's Fees		
Each certificate or affidavit, with seal	50			Witness Fees		
Each certificate or affidavit, no seal	25			Guardian Ad Litem		
Hearing and passing on application, etc.	3 00			Printer's Fees		
Each settlement with receiver, etc.	3 00			Trial Tax	3 00	
Examining each voucher of receiver, etc	10			Recording Decree in Probate Court		
Examining each answer, etc.	3 00			<b>TOTAL</b>		9 75
Recording resignation, etc.	75					
Entering each certificate to Supreme Court	50					
Taking questions and answers, etc.	25					
For all other service relating to such proceedings	1 00					
For services in proceeding to relieve minors, etc., same fees as in similar cases.						
Commission on sales, etc.: 1st \$100, 2 per cent.: all over \$100, and not exceeding 1,000, 1 1-2 per ct.: all over \$1,000, and not exceeding \$20,000, 1 per ct.; all over \$20,000, 1-4 of 1 per ct.						
Sub Total Carried Forward						

Received payment this \_\_\_\_\_ day of \_\_\_\_\_ 193

6.75  
15  
6.90  
2.85  
9.75

Register.

HARRY G. REAM, Gdn,  
Complainant,

vs

PERRY SHAW et al.  
Respondents,

E Q U I T Y .

CIRCUIT COURT OF BALDWIN COUNTY.

Comes LEONA K. SHAW, individually and as Administratrix of the Estate of Gilson B. Shaw, deceased and for answer to the bill of complaint says:

She admits all allegations of the bill and assents to the granting of the the relief therein prayed for.

Solicitor for Respondent above  
named.

TO THE HONORABLE FRANCIS W. HARE,

JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY,

SITTING IN EQUITY:

Comes HARRY G. REAM as guardian of FLOYD WESLEY WILKINSON, a minor, and by this his bill of complaint presented against PERRY SHAW, EARL SHAW, and LEONA K. SHAW, individually and as administratrix of the estate of Gilson B. Shaw, Deceased, respectfully shows:

FIRST: That Complainant is over the age of twenty-one years, a resident of Akron, Ohio, and on October 4th, 1934 was appointed by the Probate Court of Summit County, Ohio, as Guardian of Floyd Wesley Wilkinson, a minor seventeen years of age, the son and only child of Linda Wilkinson, Deceased, and who resides with his father, Merton Wilkinson, at Everett, Ohio; that Perry Shaw and Earl Shaw are over the age of twenty-one years and reside in Everett, Ohio, and Leona K. Shaw is also over the age of twenty-one years and a resident of Marion, Illinois.

SECOND: That Gilson B. Shaw, at that time a resident of Baldwin County, Alabama died at Robertsdale, Alabama, intestate, on, to-wit, August 10th, 1929, leaving assets in this County now being administered in the Probate Court. That the next of kin of said Gilson B. Shaw are his widow, Leona K. Shaw, who has taken out letters of administration upon said estate, two children, Perry Shaw and Earl Shaw, and Floyd Wesley Wilkinson, the only child of Linda Wilkinson, deceased, a daughter of Gilson B. Shaw. Said next of kin constitute the parties named as Defendants to this bill.

THIRD: That the assets of the estate of Gilson B. Shaw, with the exception of deposits in the Bank of Robertsdale and in a bank in Belding, Wisconsin, both insolvent and on which dividends aggregating less than \$100.00 have been paid, consist of real estate in Ohio, Michigan, and Alabama, for which at this time there is little demand. The principal asset is eighty acres of land near Robertsdale known as the  $S\frac{1}{2}$  of the  $NW\frac{1}{4}$ , Section 8, T6S of R4E, which has been twice advertised and offered for sale for the payment of debts under the orders of the Probate Court of Baldwin County without obtaining a bona fide bidder on either occasion, and the proceeds of which,

if sold now, would be inadequate to pay the indebtedness of the estate.

FOURTH; That Complainant, through the Probate Court of Summit County, Ohio recently obtained an order of sale of a small tract of land owned by the late Gilson B. Shaw in that County for the purpose of division from which the sum of \$481.00 was realized, out of which will have to be deducted the cost and expense of sale, arrears of taxes, and the widow's dower, leaving the balance to be distributed among the two children and the grand child of the late Gilson B. Shaw and which money it held by said Court pending a proposed settlement of the Shaw Estate in this County.

FIFTH: That Leona K. Shaw has agreed to purchase the interest of the other heirs in the eighty acres in Robertsdale and in the remaining assets of the estate by releasing her dower interest in the Ohio lands and taking over said land subject to the indebtedness of the estate amounting to approximately \$1,000.00 which indebtedness constitutes a lien thereon and by which arrangement Complainant's ward and the two adult children of the late Gilson B. Shaw would obtain one-third each of the \$481.00, realized from the sale of the Ohio lands, less the Court costs and expenses of said sale. Complainant further shows that the arrangement thus proposed is to the best interest of his ward as well as the other heirs of the Gilson B. Shaw estate in that the personal property of the estate, including the proceeds of the Ohio lands, are inadequate to pay the debts and that a sale at the present time of the realty under forced sale for the payment of debts would bring a price inadequate for such purpose.

THE PREMISES CONSIDERED, Complainant prays that Perry Shaw, Earl Shaw, and Leona K. Shaw, individually and as administratrix of the estate of Gilson B. Shaw, deceased, be made parties Defendant to this bill and required to answer same within the time prescribed by law and abide by such orders and decrees as may be made in the premises.

Complainant further prays ~~that a guardian ad litem be named to represent the interest of his ward, Floyd Wesley Wilkinson, in this proceeding and~~ that upon the hearing of this cause and proof of the

matters here alleged a decree be rendered authorizing Petitioner, as guardian of Floyd Wesley Wilkinson, to join with Perry Shaw and Earl Shaw in a deed of conveyance to Leona K. Shaw of the eighty acres in Baldwin County above described and of all their remaining interest in the estate of Gilson B. Shaw, deceased, upon proper release by Leona K. Shaw, individually and as such administratrix of all interest in the proceeds of the land sold at Akron, Ohio, the conveyance to the said Leona K. Shaw to convey no warranty against or release of the debts of the Shaw Estate.

Complainant prays for such other or further orders and decrees as may be necessary to effectuate the purpose of this bill and as to Equity may seem meet.

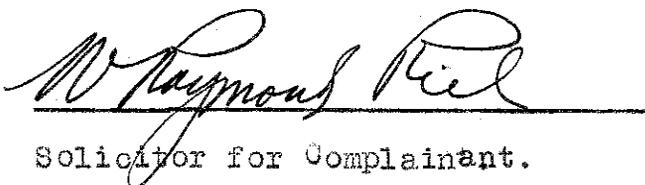


Guardian of Floyd Wesley Wilkinson,  
Minor.

The Defendants are required to answer each allegation of the foregoing bill but not under oath.

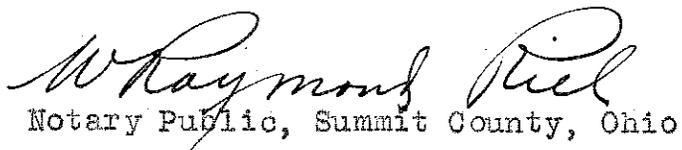


Guardian.



Solicitor for Complainant.

Subscribed and sworn to before me this the 7th day of  
December, 1935.

  
Notary Public, Summit County, Ohio

RECORDED  
*due to*  
EQUITY. 6-266

HARRY G. REAR, Gdn,  
Complainant

versus

PERRY SHAW et al  
Respondents

ANSWER OF JOENNA K. SHAW.

Filed this 13 day of Dec. 1935

*Robert S. Duck*  
Solicitor

ELLIOTT G. RICKARBY  
Solicitor.

RECORDED  
Duck  
6-266

Estate Of

GILSON B. SHAW  
Deceased

ANSWER AND  
WAIVER BY NEXT OF KIN OF  
NOTICE OF PETITION TO SELL  
LANDS

Filed this 13 day Dec 1935  
Robert S. Duck,  
Clerk Register 7.

RECORDED

*Book*

*2-186*

HARRY G. RYAN, Guardian,

Complainant.

vs

PERRY SHAW, et al,

Respondents.

D E O R F E

Filed this 16 day Dec. 1935

*Robert A. Smith*

Clerk-Registrar