

4242

DIVORCE DECREE

Printed by Moore Ptg. Co.

The State of Alabama, Baldwin County

CIRCUIT COURT, IN EQUITY

GEORGE T. INGRAM, Complainant

vs.

LOLA G. INGRAM, Respondent

This cause coming on to be heard was submitted upon Bill of Complaint, ~~XXXXXXXXXXXXXXXXXXXX~~ Respondent's Answer & Waiver 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

GEORGE T. INGRAM is forever divorced from the said LOLA G. INGRAM ~~XXXXXXXXXXXXXXXXXXXX~~

Upon consideration of the written agreement entered into between the complainant and respondent touching the custody of the minor children of the marriage and the support and maintenance of said minor children, it is further ordered, adjudged and decreed by the Court as follows:

1. That the said written agreement is hereby ratified and approved, and the care, control and custody of the minor children of the marriage, namely, George T. Ingram II; Charles Clarence Ingram and Penny Louise Ingram, is awarded to the mother, the respondent.

2. That the Complainant pay over to the respondent the sum of Seventy-five Dollars (\$75.00) per month for the support and maintenance of the said minor children, said payments to be beginning April 1, 1958, and be payable every thirty days thereafter during the minority of said children.

It is further ordered, adjudged and decreed that neither party to 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 the Complainant and Respondent be, and they are hereby permitted to again contract marriage upon payment of the cost of this suit.

It is further ordered that George T. Ingram the Complainant pay the cost herein to be taxed, for which executed may issue.

This 17th day of March 19 58

[Handwritten Signature]

Judge Circuit Court, In Equity.

I, Alice J. Duck, Register of the Circuit Court of Baldwin County, Alabama, do hereby certify that the foregoing is a correct copy of the original decree, rendered by the Judge of the Circuit Court in the above stated cause, which said decree is on file and enrolled in my office.

Witness my hand and seal this 17th day of March, 19 58

Register of Circuit Court, In Equity.

No. 42-142 Page \_\_\_\_\_

THE STATE OF ALABAMA  
BALDWIN COUNTY

In Circuit Court, In Equity

Complainant

vs.

Respondent

DIVORCE DECREE

FILED

MAY 14 1958

ALICE L. RICE, Register

George T. Ingram

vs.

Lola G. Ingram

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, Respondent's Answer and Waiver, Agreement of the complainant and respondent, Commission to take deposition, Oral Deposition of the complainant's witness.

and in behalf of Defendant upon

Arthur Epperson
Solicitor for the Complainant

Alice J. ...
Register.

No. 2242

**THE STATE OF ALABAMA**  
**Baldwin County**

**IN EQUITY**  
**Circuit Court of Baldwin County**

George T. Ingram

vs.

Lola G. Ingram

**NOTE OF TESTIMONY**

Filed in Open Court this \_\_\_\_\_  
day of \_\_\_\_\_, 194

**FILED**  
MAR 17 1958

**ALICE J. DUCK** Register.

Printed by the Baldwin Times

George T. Ingram Complainant  
vs.  
Lola G. Ingram Respondent

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY

No. ....

### DEMAND FOR ORAL EXAMINATION

COMES the Complainant, by attorney, and represents to the Court as follows:

1. That the following named witnesses reside within one hundred miles from  
Bay Minette, in the County of Baldwin  
Alabama, the place of trial of said cause, to-wit: George T. Ingram

2. That said Complainant requires an oral examination of said witnesses before a Commissioner appointed by the Register of this Court.

Arthur C. Epperson  
Solicitor for Complainant

NOTE:

Complainant suggests the name of Justine Gardner, Foley, Ala.  
as a suitable and competent person to act as commissioner upon the examination of said witnesses.

Arthur C. Epperson  
Solicitor for Complainant.

---

---

DEMAND FOR ORAL EXAMINATION

---

---

Complainant

vs.

Respondent

---

---

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

IN EQUITY

---

---

Filed this \_\_\_\_\_ day of \_\_\_\_\_

194\_\_\_\_\_

**FILED**  
**MAR 17 1958**  
ALICE B. DUCK, Register

Register

---

---

Moore Printing Co.

THE STATE OF ALABAMA

Baldwin County

Circuit Court

TO: Justine Gardner, Foley, Ala.

KNOW YE: That we, having full faith in your prudence and competency, have appointed you Commissioner, and by these presents do authorize you, as such time and place as you may appoint, to call before you and examine George T. Ingram

a witnesses in behalf of George T. Ingram in a cause pending in our Circuit Court in Baldwin County, of said State, wherein

George T. INgram

Complainant

and

Lola G. Ingram

Respondent

on oath, to be by you administered, upon Him to take and certify the deposition of the witness and return the same to our Court, with all convenient speed, under your hand.

Witness 17th day of March, 195 58.

Handwritten signature of Register

Register.

Commissioner's Fee, \$

Witness' Fees, \$

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

---

---

**THE STATE OF ALABAMA**  
**Baldwin County**

---

---

**CIRCUIT COURT**

---

---

George T. INgram

---

---

---

---

Complainant\_\_\_\_\_

VS.

Lola G. Ingram

---

---

---

---

Defendant\_\_\_\_\_

---

---

**COMMISSION TO TAKE DEPOSITION**

---

---

COMMISSIONER:

Justine Gardner

---

---

WITNESSES:

George T. Ingram

---

---



THE STATE OF ALABAMA  
Baldwin County.

Circuit Court of Baldwin County, Alabama  
(In Equity)

GEORGE T. INGRAM

Complainant

VS.

LOLA G. INGRAM

Respondent

I, Justine Gardner

as Register and Commissioner

have called and caused to come before me George T. Ingram

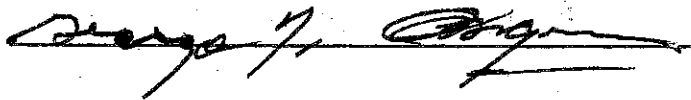
witness named in the Requirement for Oral Examination, on the 17 day of March  
19458, at the office of Justine Gardner  
in Foley, Alabama, and having first sworn said Witness to speak the  
truth, the whole truth, and nothing but the truth, the said George T. Ingram  
doth depose and say as follows:

My name is George T. INgram, I am over twenty-one years of Age. I am now a resident of Baldwin County, Alabama and have been a continous resident of Baldwin County, Alabama for the past twelve years. Lola G. INgram is over the age of twenty-one years.

I legally married Lola G. Ingram on July 1, 1939 in Birmingham, Alabama. We have three children of our marriage. The y are Georg T. Ingram, II; Charles Clarence Ingram, and Penny Louise Ingram. George was born May 1, 1941; Charles was born April 14, 1946, and Penny was born January 8, 1948.

Lola G. INgram voluntarily abandoned me and our home here in Baldwin County, Alabama, over a year ago before I filed this suit for divorce, without fault on my part, since which time we have not lived together or in anyway recognized each other as husband and wife.

Lola G. INgram and I have entered into an agreement in reference to the care, control and custody of the three children and thier support, which agreement was marked Exhibit "A" and made apart of the bill of complaint and is made a part of my testimony. In the agreement I have agreed to pay to Lola G. INgram the sum of seventy-five dollars a month for the support and main-tenance of the three minor children and I have agreed to let her have the control and custody of the the three children. She has agreed that I have the right to see them at reasonable times and places. I think this is a just and fair agreement.



ORAL EXAMINATION.

I, Justine Gardner, as Register and Commissioner hereby certify that the foregoing deposition on Oral Examination was taken down by me in writing in the words of the witness es and read over to him ~~KRM~~ and he signed the same in the presence of myself Justine Gardner

at the time and place herein mentioned; that I have personal knowledge of personal identity of said witness or had proom made before me of the identity of said witness; that I am not of counsel or of kin to any of the parties to said cause, or any manner interested in the result thereof

I enclose the said Oral Examination in an envelope to the Register of said Court.

Given under my hand and seal, this 17 day of March, 1948.

Justine Gardner (L. S.)

NO. \_\_\_\_\_ PAGE \_\_\_\_\_

THE STATE OF ALABAMA  
BALDWIN COUNTY

IN CIRCUIT COURT, IN EQUITY.

George T. Ingram

vs. Complainant

Lola G. Ingram

Respondent.

Oral Deposition

Filed \_\_\_\_\_, 1948

**FILED**  
**MAR 17 1948**  
Received in  
ALICE L. DICK, Register

Vol. \_\_\_\_\_ Page \_\_\_\_\_ Record \_\_\_\_\_

Register.

GEORGE T. INGRAM )  
Complainant )  
VS. )  
LOLA G. INGRAM )  
Respondent )

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

Comes the respondent in the above styled cause and accepts service of a bill of complaint hereto filed in this cause; waives notice of the filing of interrogatories in this cause; and the right to cross same; waives notice of the taking of testimony in said cause and consents that the same may be taken and the cause submitted for final decree, and for answer to the complaint hereto filed in said cause the respondent says:

1. She admits the allegations contained in paragraph one of said bill of complaint.
2. She admits the allegations contained in paragraph two of the bill of complaint.
3. She denies each and every material allegation contained in paragraph three of the bill of complaint and demands strict proof thereof.

Lola G. Ingram  
Respondent

[Signature]  
Witness

[Signature]  
Witness  
My Commission Expires April 6, 1960

4242

*Answer & Waiver*

**FILED**  
MAR 17 1958  
ALICE J. DUCK, Register

GEORGE T. INGRAM )  
COMPLAINANT O )  
VS. O )  
LOLA G. INGRAM O )  
RESPONDENT )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY,  
ALABAMA, SITTING IN EQUITY:

Your complainant George T. Ingram, respectfully represents  
and shows unto your Honor:

1. That the complainant is over the age of twenty-one  
years of age and is a bona fide resident of Baldwin County,  
Alabama; that Lola G. Ingram is over the age of twenty-one years  
and is a resident of Baldwin County, Alabama.

2. That your complainant and respondent were lawfully  
married on or about to-wit: July 1, 1939, in Birmingham, Alabama,  
and that of this union there are three minor children, namely,  
George T. Ingram, II, born May 1, 1941; Charles Clarence Ingram,  
born April 14, 1946, and Penny Louise Ingram, born January 8,  
1948, who are now residing with their mother, the respondent.

3. Your complainant further avers that said respondent  
voluntarily abandoned the bed and board of the complainant for  
more than one year next preceding the filing of the bill of com-  
plaint set out here, since which time the complainant and respondent  
have not lived together or in anyway recognized each other as hus-  
band and wife.

4. The complainant and respondent have entered into an  
agreement with reference to the custody, control, support and  
maintenance of the said minor children, a copy of which is hereto  
attached and marked Exhibit "A", and made a part hereof; and by  
the terms of which agreement the respondent shall have the care,  
control and custody of the said minor children of the marriage,  
with rights of visitation at reasonable times and places in the  
father the complainant and the complainant will pay to the respon-  
dent the sum of seventy-five dollars a month for the support and  
maintenance of the said minor children.

Your complainant avers that this is a reasonable, just  
and proper agreement and prays the Court that in the event a  
decree of divorce is given in this cause that the Court will decree  
that the parties keep and abide by the terms of said agreement.

The premises considered, your complainant makes the said  
Lola G. Ingram a party respondent to this bill of complaint and in  
order that the complainant may have the relief herein prayed for  
may it please your Honor to cause the State's writ of subpoena to  
be issued, directed to the said Lola G. Ingram, commanding her to  
answer, plead or demur to this bill of complaint within the time  
required by law; and that on a final hearing of this cause, that  
your Honor will enter a decree divorcing your complainant from the  
said respondent; and that your Honor will grant such other, further  
or different relief as unto your Honor may seem just and proper,  
and your complainant will ever pray.

  
Solicitor for the Complainant

ALICE J. DUCK, Register

MAR 17 1958

FILED

*Bill of Complaint*

FILED  
MAR 17 1958

ALICE J. DUCK, Register

*11242*

Exhibit "A"

STATE OF ALABAMA

BALDWIN COUNTY

THIS AGREEMENT made and entered into this the First day of March, 1958, by and between GEORGE TL INGRAM, hereinafter referred to as the party of the first part and LOLA G. INGRAM, hereinafter referred to as the party of the second part:

WITNESSETH:

Whereas, the parties hereto have been husband and wife since July 1, 1939, and as a result of such union have three minor children namely, George T. Ingram, II, born May 1, 1941; Charles Clarence Ingram born April 14, 1946; and Penny Louise Ingram, born January 8, 1948.

Whereas, the parties have been separated and living apart for over a year and have definitely concluded that it is impractical for them to live together as man and wife, and,

Whereas, the party of the first part is contemplating bringing an action for divorce and it is the desire and intention to settle the matter of the care, control, support and maintenance of the said minor children of the marriage without litigation.

NOWHEREFORE, in consideration thereof, and of the mutual agreements hereinafter made, they have mutually agreed to the following terms and conditions:

1. That the care, control and custody of the minor children be in the mother the party of the second part, with rights of visitation at reasonable times and places in the father, the party of the first part, and the party of the first part will pay to the party of the second part the sum of SEVENTY-FIVE DOLLARS (\$75.00) per month for the support and maintenance of the said minor children, beginning immediately.
2. That in the event the party of the first part insists on his express determination to file suit for divorce against the party of the second part, it shall be thoroughly understood that the party of the second part denies and expects to continue to deny that the party of the first part is in anyway entitled to a divorce, and it is agreed and understood that this agreement and all of its terms shall be submitted to the court for its approval and shall not be executed until and unless the Court does approve the same.

This agreement has been made and executed by the parties hereto in good faith on the day and date hereinabove set forth, with full understanding of all of its provisions, and with the mutual promise on the part of each to comply therewith faithfully and completely.

Arthur C. Sperson  
Witness

George T. Ingram  
Party of the First Part

Lola G. Ingram  
Party of the Second Part

Harold W. Ballou  
Witness  
My Commission Expires April 6, 1960

Exhibit "A"

42024

FILED

MAR 17 1958

ALICE J. DUCK, Register