

VERA VALREE,
Complainant,
vs.
HARRISON VALREE,
Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY. NO. 4592.

MOTION TO SET CAUSE FOR HEARING:

Now comes the Complainant in the above styled cause and moves the court to set a date and time to hear this cause.

DATED this 29th day of June, 1959.



Solicitor for Complainant.

DECREE SETTING CAUSE FOR HEARING:

The above motion having been presented to the court on this date, being considered by the court, it is, therefore,

ORDERED, ADJUDGED AND DECREED by the court that the 23rd day Of July, 1959, at nine o'clock A. M. be, and it is hereby set as a date and time for hearing this cause.

ORDERED, ADJUDGED AND DECREED on this the 29th day of June, 1959.


Judge.

FILED

JUN 30 1959

ALICE J. DUCK, CLERK
REGISTER

the Respondent, or a portion thereof, or in the form of periodic in the form of an allocation to your Complainant of the property of will make a permanent award of alimony to your Complainant, either 2. That upon a final hearing of this cause your Honor

account of his cruelty toward your Complainant. granting to your Complainant a divorce against the Respondent on money heretofore existing between Complainant and Respondent and will make and enter a decree forever dissolving the bonds of matrimony 1. That upon a final hearing of this cause your Honor

relief:

Complainant prays for the following separate and several

PRAYER FOR RELIEF:

under the rules of this Honorable Court.

plead, answer or demur hereto within the time allowed by law and and that process issue to him out of this court, requiring him to Harrison Valree be made a party Respondent to this Bill of Complaint WHEREFORE, the premises considered, Complainant prays that

PRAYER FOR PROCESS:

week.

Bay Minette, Alabama, and that he earns approximately \$45.00 each bodied man and is gainfully employed at Malone Pontiac Motors in 5. Complainant alleges that the Respondent is an able

for his services rendered and to be rendered in this cause.

this proceeding and that she is without funds to pay her attorney

come necessary for her to employ an attorney to represent her in

and maintenance since her separation from him and that it has be-

alleges that the Respondent has contributed nothing to her support

from the Respondent during the month of March 1959. Complainant

situated on the said property and lived therein until she separated

Complainant and Respondent that they constructed a dwelling house

Complainant alleges that through the joint and mutual efforts of

to the point or place of beginning. thence West 210 feet; run thence South 210 feet East 210 feet; run thence North 210 feet; run Township 2 South, Range 3 East, and run thence Quarter of the Southeast Quarter of Section 15, Begin at the Southwest corner of the Southwest

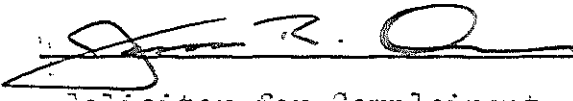
payments to be made by Respondent to your Complainant; and if the latter, Complainant prays that this Court will declare a lien on the property of the Respondent securing the payment to your Complainant of such sums as this court may so award.

If Complainant has in anywise mistaken the relief to which she is entitled hereunder she prays for such other, further or different relief as may be due her, the premises considered,

FILED

MAY 27 1959

ALICE L. DICK, CLERK
REGISTER


Solicitor for Complainant.

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama,
Baldwin County.

Circuit Court, Baldwin County

No. 4592

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon HARRISON VALREE

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in
the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against

HARRISON VALREE

Defendant

by VERA VALREE

Plaintiff

Witness my hand this 27 day of May 1959

Alice J. Luck

Clerk

The State of Alabama
Baldwin County

CIRCUIT COURT

VERA VALREE

Plaintiffs

vs.

HARRISON VALREE

Defendants

Summons and Complaint

Filed May 27, 19 59

Allice J. Duck Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

5/28 1959

I have executed this summons

, Sheriff

this 28 1 1959

by leaving a copy with

Harrison Valree

Sheriff

W. O. Walker Deputy Sheriff

Duck

VERA VALREE,	I	
Complainant,	I	IN THE CIRCUIT COURT OF
vs.	I	BALDWIN COUNTY, ALABAMA
HARRISON VALREE,	I	
Respondent.	I	IN EQUITY NO. 4592

ANSWER

Comes now the Respondent in the above styled cause and for answer to the Bill of Complaint heretofore filed against him and to each aspect thereof, separately and severally, says as follows:

1. The Respondent admits the allegations of paragraph "1" of the Bill of Complaint.

2. The Respondent admits that he and the Complainant were married on April 7, 1956, in Bay Minette, Alabama, and lived together as husband and wife until about March, 1959, but the Respondent denies each and every other allegation of paragraph "2" of the Bill of Complaint.

3. The Respondent denies the allegations of paragraph "3" of the Bill of Complaint.

4. The Respondent denies all of the allegations of paragraph "4" of the Bill of Complaint except that he owns the real property therein described. For further answer to said paragraph the Respondent alleges that at the time of the separation of the Respondent and the Complainant, the Complainant left the home of the Respondent and took with her the following personal property: a bedroom suite, a television set, four table lamps, an electric stove, a kitchen cabinet, all bedding in the house, all linens in the house, all curtains in the house, all blinds in the house, a vacuum cleaner, all tableware, all kitchenward, an iron and ironing board, two tables, and all dishes in the house; practically all of which property the Respondent had purchased after his marriage to the Complainant and for the payment for which he is still liable under a note payable at the First National Bank in Bay Minette, Alabama. That the debt of the Respondent at said Bank includes the price of all of said property and the balance due on the construction of the house which he erected on the

property described in paragraph "4" of the Bill of Complaint and which property was a gift to him from his mother, Fannie Valree. That the Complainant has failed and refused to return said personal property to the Respondent but has removed the same to the home of her father, Bishop Palmer, in Bay Minette, Alabama, and she and her family are using all of said property at this time. That the house constructed on the property of the Respondent was not constructed with the joint efforts or funds of the Respondent and Complainant but was constructed by the efforts of the Respondent alone, in that said real property was a gift from his mother, Fannie Valree, and she also made a gift to him of lumber and windows and the balance of the lumber in said home of the Respondent was received from his employer, Mr. L. L. Malone of Bay Minette, Alabama, under an agreement with him. That since your Respondent and the Complainant separated the Respondent has had to borrow an additional \$100.00 from the First National Bank of Bay Minette, Alabama, in order to pay bills which the Complainant incurred prior to their separation and for which he had given her money to pay but which payments she had failed to make and he also borrowed an additional \$100.00 and gave it to the Complainant in cash. That in addition to all of the above personal property the Complainant, on May 24, 1959, went to the home of your Respondent and took a radio-phonograph combination which he had purchased from Wilson-Hogan Furniture Company of Bay Minette, Alabama, under a contract with that company and she has failed and refused to return said radio-phonograph combination either to your Respondent or to said furniture company. For further answer to paragraph "4" of the Bill of Complaint the Respondent alleges that the Complainant does have funds out of which to pay her attorney and to support herself in that she is gainfully employed at Stuart's Cleaners in Bay Minette, Alabama, and earns approximately \$45.00 per week from her said employment.

5. The Respondent admits the allegations of paragraph "5" of the Bill of Complaint.

Respectfully submitted
CHASON & STONE

FILED
6-20-59
MADE L. DICK, CLERK
REGISTER

45

By:


Attorneys for Respondent

VERA VALREE,)	IN THE CIRCUIT COURT OF
Complainant,)	
vs.)	BALDWIN COUNTY, ALABAMA
HARRISON VALREE,)	IN EQUITY. NO. 4592
Respondent.)	

AMENDMENT TO BILL OF COMPLAINT:

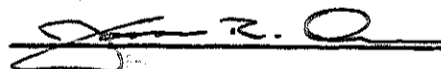
Now comes the Complainant in the above styled cause and shows unto the Court as follows:

1. Since the commencement of this suit and on, to-wit, July 13, 1959, the dwelling house situated on the property described in paragraph 4 of the original Bill of Complaint was completely destroyed by fire. At the time the said dwelling house was destroyed by fire there was in force a fire insurance policy with Baldwin Mutual Insurance Company, Inc., in the amount of \$3,000.00. This policy is Number A13086-2 and insured the dwelling house in the amount of \$2,000.00 and insured the household goods and personal property situated in the said dwelling in the amount of \$1,000.00. The premium on this fire insurance policy amounted to \$26.40 annually, all of which said premium had been paid by your Complainant for the last three years.

FILED

JUL 15 1959

ALICE J. DUCK, Register



Solicitor for Complainant.

4592

AMENDMENT TO BILL OF
COMPLAINT

VERA VALREE,

Complainant

vs.

HARRISON VALREE,

Respondent

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY. NO. 4592

FILED

JUL 15 1959

ALICE J. DICK, Register

VERA VALREE,
Complainant,
VS.
HARRISON VALREE,
Respondent.

IN THE
CIRCUIT COURT OF BALDWIN COUNTY,
ALABAMA. IN EQUITY.
NO. 4592

This cause coming on to be heard is submitted upon the original bill of complaint, amended bill of complaint, answer of Respondent and testimony of witnesses taken ore tenus.

The Court, upon consideration of all the pleadings and and the testimony, is of the opinion that the Complainant is entitled to the relief prayed for in her original and amended bill of complaint.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that the bonds of matrimony heretofore existing between the Complainant and the Respondent be and the same are hereby dissolved, and that the said Vera Valree is forever divorced from the said Harrison Valree for and on account of cruelty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Respondent pay to the Complainant as permanent support and alimony the sum of TWENTY-FIVE (\$25.00) DOLLARS per month, payable on the 5th day of each month, beginning on the 5th. day of December, 1959.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Respondent, Harrison Valree, pay to James R. Owen, as Solicitor for the Complainant, the sum of ONE HUNDRED FIFTY AND 00/100 (\$150.00) DOLLARS as a reasonable Attorneys fee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that neither party to this suit shall again marry except to each other until sixty days after the rendition of this decree, and if an appeal is taken within sixty days, neither party shall marry except to each other during the pendency of said appeal.

IT IS FURTHER ORDERED THAT Harrison Vairee, the Respondent, pay the cost herein to be taxed, for which execution may issue.

This 4th day of November, 1959.

FILED

1959

ALICE J. DUCK, CLERK
REGISTER

Hubert M. Hall
JUDGE