THE STATE OF ALABAMA, BALDWIN COUNTY

sixty days, neither party shall again marry except to case ordered and they are hereby permitted		<u> </u>	HAZEL PARE	<i>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</i>	<u></u>		omplainant
This cause coming on to be heard was submitted upon Bill of Complaint, Decree-Froe-Confessor and upon sideration thereof, the Court is of the opinion that the Complainant is entitled to the relief prayed in said bill. It is therefore of dered, adjudged and decreed by the Court that the bonds of matrimony here we existing between the Complainant and Defendant be, and the same are hereby, dissolved, do that the said hereby parks forever divorced from the said leavest Farks. It is further ordered, adjudged and decreed that neither party to this suit shall again marries and on account of the said leavest forever divorced from the said leaves within the forest forever divorced from the said leaves for the relief prayed forever divorced from the said leavest forever divorced from the said leaves from the correct copy of the original decree rendered by the said leaves from the said leaves from the clief forever forever divorced from the said leaves from the clief from the said leaves fr		•	VS.				
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The State of Alabama BALDWIN COUNTY IN CIRCUIT COURT, IN EQUITY vs. Complainant Respondent DIVORCE DECREE Filed this-Register

THE STATE OF ALABAMA, BALDWIN COUNTY

Circuit Court

KNOW YE: That we, having full faith in your prudence and competency, have Commissioner, and by these presents do authorize you, at such time and place as you may before you and examine Hazel Parks, and Elma Callaway.	:.
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Circuit Court in Baldwin County, of said State, wherein Fazel Parks	
	Complainant
Tamara Dowles	`
nd Lercy Parks	
	Respondent
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on oath, to be by you administered, upon Hazel Parks and Elma Callaway,	
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o take and certify the depositionS of the witnesses and return the same to our Court, wi	.tn an convenie
speed, under your hand.	The second secon
Witness Ld day of Oct , 1941	
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	Régister
Commissioner's Fee, \$	
Witness' Fees, \$	

THE	STATE OF ALABAM Baldwin County	Δ
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Complainant____ VS.

Defendant....

COMMISSION TO TAKE DEPOSITION

COMMISSIONER:

WITNESSES:

THE STATE OF ALABAMA, Baldwin County.

Circuit Court of Baldwin County, Alabama
(In Equity)

, <u>, , , , , , , , , , , , , , , , , , </u>	HA ZE L	PARKS	Complainant
		VS.	
	LEROY	PARKS	Respondent
I, Lillian Pa	tterson		
as Register and Comn	nissioner		
have called and caused	l to come before me	<u>Ha</u>	zel Parks. and Elma Callaway,
		:	
			And the second s
witness es_named in 1 1945, at the office	The second secon		kamination, on the 4th day of October
in Bay Minette	, Alabama, ar	d havin	g first sworn said Witnesses to speak the
		truth, th	e said <u>Hazel Parks, and Elma</u>

My name is Hazel Parks. I am a bona fide resident of Baldwin County, Alabama, and have been all my life; I am twenty years of age.

The Respondent is twenty years of age and a non resident of the State of Alabama, his address being 6 Lee Street, Bennetsville, South Carolina. He is not in the Military Or Naval Service.

The Respondent and I married at Foley, in Baldwin County, Alabama, on May 27, 1944. We lived together as husband and wife until August 30, 1945. The Respondent, at the time we married, was in the Navy, stationed at Barin Field, at Foley. I had known him only a short while, some 10 months, before we married.

The Respondent was extremely jealous and soon after our marriage began to threaten, curse and abuse me, and often threatened to do violence to my person which would necessarily endanger my life and health. The conditions grew worse from time to time, until they became so bad it was impossible for me to live with him, and I was forced to leave him and return to my home. I know that it is absolutely impossible for us to live together as husband and wife. The conduct of the Respondent was such as to give me every reasonable apprehension to believe and I did actually believe that If I continued to live with him, he would carry out his threats and do violence to my person which would necessarily endanger my life and health.

Elma Callaway, a witness for the Complainant being first duly sworn deposes and says:

My name is Elma Callaway. I live at Orange Beach in Baldwin County, Alabama. I am the Mother of the Complainant. My daughter and her husband lived in the home with us from January 1945, until the latter part of May, 1945. I know that the conduct of the Respondent was such as to render it absolutely impossible for my daughter to live with him. The respondent abused and aggravated the Complainant until it was absolutely impossible for her to live with. The conduct of the Respondent was such as to give the Complainant every reason to believe that if she continued to live with him he would continue to abuse her.

Elma Callaway.

I, Lillian Patterson , as Register and Commissioner hereby cer	tifz
that the foregoing deposition—son Oral Examination was taken down by me in writing in the wo	
of the witnesses and read over to them and they signed the same in the presence	
myself and H. M. Hall,	: 01
at the time and place herein mentioned; that I have personal knowledge of personal identity	
said witness as or had proom made before me of the identity of said witness es; that I am no	
counsel or of kin to any of the parties to said cause, or any manner interested in the result the	reof
I enclose the said Oral Examination in an envelope to the Register of said Court.	
Given under my hand and seal, this 4th day of October, 1945	 ,
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HAZEL PARKS,

COMPLAINANT,

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA,

IN EQUITY:

LEROY PARKS,

RESPONDENT.

Now comes the Respondent and accepts service of summons and complaint in this cause.

The Respondent admits the allegations as to ages, residents and marriage, but denies all other allegations contained in the bill of complaint, and demands strict proof of the same.

The Respondent waives notice of time of taking testimony on behalf of the Complainant; the right to cross examine Complainant's witnesses, and agrees that this cause be submitted forthwith for final decree without notice.

Jerry Parks Respondent

STATE OF SOUTH CAROLINA,

, a Notary Public, in and for said County, in said State, hereby certify that Leroy Parks, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 26 day of September, 1945.

My Commission Expires at the Pleasure

1410

RECORDEL

HAZEL PARKS,

COMPLAINANT,

VS.

LEROY PARKS,

RESPONDENT,

ANSWER AND WAIVER.

Julie Oct 4-1945.
Robert.

STATE OF ALABAMA, BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETINGS:

WE COMMAND YOU that you summon LEROY PARKS to be and appear before the Judge of the Circuit Court of Baldwin County, Alabama, exercising Chancery Jurisdiction, within thirty days after the service of summons, and there to plead, answer or demur, without oath, to a bill of complaint lately exhibited by HAZEL PARKS, against the said LEROY PARKS, and further to do and perform what the said Judge shall order and direct in that behalf, and this the Respondent shall in no wise omit under penalty of the law. And we further command that you return this writ with your execution thereon to our said Court immediately upon the execution thereof.

WITNESS, R. S. DUCK, Register of said Court, this the U. day of September, 1945.

Register

HAZEL PARKS,

COMPLAINANT,

VS.

LEROY PARKS,

RESPONDENT.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA,

IN EQUITY.

TO HON. F. W. HARE, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY:

Your Complainant, HAZEL PARKS, respectfully represents and shows unto your Honor and this Honorable Court as follows:

1.

That the Complainant is twenty years of age, and a bona fide resident of Baldwin County, Alabama, and has been all her life; that the Respondent is twenty years of age, a nor resident of the State of Alabama, his address being #6 Lee Street, Bennetsville, South Carolina;

2.

That your Complainant and the Respondent married at Foley, Baldwin County, Alabama, on May 27th, 1944, and lived together as husband and wife until on to-wit, August 30th, 1945;

3.

That on to-wit August 30th, 1945, and at various times prior thereto, the Respondent cursed, threatened and abused the Complainant, and often

threatened to do violence to her person which would necessarily endanger her life and health; that the conduct of the Respondent was such as to give the Complainant every reasonable apprehension to believe, and she did actually believe that if she continued to live with him, he would carry out his threats and do violence to her person which would necessarily endanger her life and health.

WHEREFORE, the premises considered, Complainant prays that your Honor will by proper process, make the said Leroy Parks party Respondent to this cause of action, requiring him to plead, answer or demur to the same within the time and under the penalties prescribed by law and the practice of this Honorable Court.

Complainant further prays that your Honor will, upon the hearing hereof, enter an order and decree, granting to her an absolute decree of divorce, forever barring the bonds of matrimony existing between her and the Respondent; Complainant prays for such other, further, different, or general relief as she may be in equity and good conscience entitled to receive, and as in duty bound she will ever pray.

BEEBE & HALL

By: Solicitors for the Complainant.

REGORDED

HAZEL PARKS,

COMPLAINANT,

VS.

LEROY PARKS,

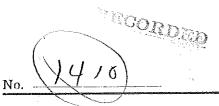
RESPONDENT.

Jud 1945

SUMMONS AND COMPLAINT.

to auch

Register.



THE STATE OF ALABAMA Baldwin County

IN EQUITY Circuit Court of Baldwin County

vs.

NOTE OF TESTIMONY

Filed in Open Court this ______

day of Register

Printed by The Baldwin Times, Bay Minette.