

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

Comes your Complainant, Ruby Worcester, and humbly complaining against J. T. Worcester, respectfully represents and shows unto your Honor as follows:

FIRST:

That both your Complainant, Ruby Worcester, and the Defendant, J. T. Worcester, are over the age of twenty-one years; that they are both bona fide residents of Baldwin County, Alabama, and have been for more than five years next preceding the filing of this bill of complaint.

SECOND:

That your Complainant and the Defendant are wife and husband, having intermarried at Fairhope, in Baldwin County, Alabama, on or about July 28, 1925.

THIRD:

That your Complainant and the Defendant lived together as man and wife in Baldwin County, Alabama, until on to-wit, May 1st., 1930; that on or about to-wit, May 1st., 1930, and on various other dates, the Defendant threatened and abused your Complainant, that his conduct was and is such as to cause your Complainant to believe and she does believe that if she should continue to live with him that he would carry out his threats and thereby do serious violence to her person, attended with danger to her life or health; that from his conduct your Complainant has reasonable apprehension to believe and does believe that should she continue to live with the Defendant he will carry out his threats and thereby do violence to her person, attended with danger to her life and health.

~~Wherefore the premises considered your Complainant prays~~
that your Honor will, by proper process, make the said J. T. Worcester
a party Defendant to this cause, 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.

Your Complainant further prays that upon a final hearing
of this cause your Honor will give and grant unto her a decree of
absolute divorce forever barring the bonds of matrimony existing
between her and the said J. T. Worcester. And your Complainant further
prays that your Honor will give and grant unto her such other, further,
different or general relief as she may be in equity and good conscience
entitled to receive and as in duty bound your Complainant will ever
pray.

Ruby Worcester
COMPLAINANT.

Bebe & Hall
SOLICITORS FOR COMPLAINANT.

FOOT NOTE:

The Defendant is required to answer every allegation of the
foregoing paragraphs numbered first to third, both inclusive, but not
under oath. Oath being hereby expressly waived.

Ruby Worcester
COMPLAINANT.

Bebe & Hall
SOLICITORS FOR COMPLAINANT.

TWENTY-FIRST JUDICIAL CIRCUIT
OF ALABAMA

F. W. HARE, JUDGE
M. R. FARISH, COURT REPORTER
MONROEVILLE, ALABAMA

July 10th., 1931.

Mr. J. T. Wooster,
Fairhope, Alabama.

Dear Mr. Wooster:

I have your letter of July 9th., with
reference to schooling of your children.

This letter will be authority for your
sister, Miss Rosa Wooster, to take the children and place
them in kindergarden at Nashville, Tennessee, for the
summer months.

I am forwarding a signed copy of this
letter to Mr. Richardson to be filed in the cause.

Yours very truly,

F. W. Hare.

FWH:MRF.

C-C Hon. T. W. Richerson,

Bay Minette, Alabama.

Ruby Worcester,
~~J. T. WORCESTER,~~

Complainant,

VS.

J. T. Worcester,
~~J. T. WORCESTER,~~

Respondent.

In the Circuit Court of Baldwin
County, Alabama.
In Equity.

This cause coming on to be heard is submitted for final decree on both the original and cross bills, and the pleadings and proof as noted by the Register.

Upon a consideration of said pleading and proof I am of the opinion that neither the complainant nor the cross-complainant are entitled to relief.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bill of complainant in this cause be dismissed, but without prejudice. It is further, ordered, adjudged and decreed that the cross-bill of the respondent is also dismissed, but without prejudice.

This the 25th., day of February, 1932.

L. W. Hare
Judge

RECORDED

J. J. Worcester
Ruby Worcester

Final Decree

Filed Feb 25,
1922

J. W. Rice

Register

RUBY WORCESTER,
Complainant,

-vs-

J. T. WORCESTER,
Respondent.

IN THE CIRCUIT COURT-EQUITY SIDE,

STATE OF ALABAMA,

BALDWIN COUNTY.

TESTIMONY AT REFERENCE HELD BY REGISTER ON AUGUST 28TH., 1930.

WITNESSES:

RUBY WORCESTER

W. C. BEEBE

F. F. NELSON

B. F. McMILLAN, JR.

A. L. WEST.

J. T. WORCESTER.

RUBY WORCESTER,
Complainant,
vs.
J. T. WORCESTER,
Respondent.

IN THE CIRCUIT COURT-EQUITY SIDE,
STATE OF ALABAMA,
BALDWIN COUNTY.

TESTIMONY BEFORE THE REGISTER ON REFERENCE TO ASCERTAIN REASONABLE ALIMONY PENDENTE LITE AND A REASONABLE SUM TO BE PAID TO HER SOLICITOR. TESTIMONY TAKEN BY AGREEMENT OF PARTIES AND THEIR COUNSEL.

ONE:

TESTIMONY OF RUBY WORCESTER, COMPLAINANT IN THIS CAUSE.

My name is Ruby Worcester, I am Twenty-four years old, and live in Fairhope, Baldwin County, Alabama. I am Complainant in this case.

TWO:

I was married to Joseph T. Worcester on or about July 28th., 1925, and we lived together until about April 20th., 1930 and we have not lived together since. I live with the Steele family at Fairhope, I have known them about eight years. Mr. Worcester lives at the old home place, he lives there with his brother.

THREE:

My board cost Thirty Dollars (\$30.00) a month, and my clothing about Twenty Dollars (\$20.00) a month. It would take about Seventy-five Dollars (\$75.00) a month for me to live comfortable. I have no home, and I have no money, and I have no property. To support my children, if they were living with me, it would cost about Twenty Dollars (\$20.00) in addition to the Seventy-five Dollars (\$75.00) a month that I named. Mr. Worcester is

an able-bodied man, and his income is about Eighty Dollars (\$80.00) every fifteen days. Mr. Worcester and I had two children, a girl named Wilda Worcester, and a boy named B. K. Worcester. Wilda is four years old, and B. K. is two and a half years old. Up to the time of the separation the children lived with me.

Mr. McMillan. ---"What became of the children at the time of the separation?"

At the time of the separation he took the children away, I have not seen them since, and don't know where he took them. I do not know what property Mr. Worcester has except the home, he has other lands, but I do not know anything about them. He has a herd of Dairy cattle, and with these cattle he operates the Dairy. I do not know what the home place is worth, but Mr. Worcester said it was worth Ten Thousand Dollars (\$10,000). It has a house, a barn and a chicken house on it, it is on the water front. The house has six rooms, it is a new house, about three years old, built since our marriage. There is a large tank there, but there is no silo on the place. The home place contains about one hundred eighty acres, that is what he gave the Farm Loan Association. This is about nine miles from Fairhope. When I speak of the water front, I mean there is a front adjoining the place where the big boats come, these are the melon boats, they get their cargo to take to market. The home place is suited for farming purposes as well as for Dairying.

CROSS EXAMINATION BY RESPONDENT.

Up to the time of our separation in April of this year, I lived during all of my married life with Mr. Worcester. I do not know what our living expenses were. I do not know how much I spent for clothes during that time. I have averaged spending Twenty Dollars a month for clothes, this was around Christmas time. I am paying Thirty Dollars (\$30.00) a month for board, I have had such arrangement for two months. I do not know whether this is

the prevailing rate for board in homes of this kind, but that is what I give. I base my figures of Seventy-five Dollars a month to live comfortable on the strength of my renting a place. I do not have any interest in the Wenzel Estate that I know of. My father left one hundred ten acres of land, I am one of the seven children. I do not know it to be a fact that on account of Mr. Worcester's eyesight he had to give up his trade as Marine Engineer. I do know that he was a Marine Engineer, and he told me he quit because he did not like the water, and then he bought a place on the water front. Yes, we were married before the place was built, we had been married a year. He averaged selling forty gallons of milk a day from the dairy business. I know of my own personal knowledge that he gets twenty-five cents per gallon for the milk. The Eighty Dollars (\$80.00) every fifteen days above testified of, are his gross receipts. I do not know what his operating expenses are. No he did not have up to about three months ago a brother who was interested in the Dairy business with him, his brother had not worked in the dairy business with him, but he works there now along with another boy. I do not know how much profit he makes each month out of his dairy business. It was right after our trouble started a few months ago when he told me the place was worth Ten Thousand Dollars (\$10,000). We were at home, and my sister was present, I refer to Mrs. Gilly. The roof of the house around and over the porch is not rotten or falling, but leaks because it was not put on right. The house is a wooden building, and the picture you hand me is a picture of the house. The name of the body of water where our place is located is called Green Branch. I do not know how far our place is from Mobile Bay. It is about a mile from Fish River. Fairhope is the nearest town from our place, and it is about nine miles to Fairhope. There is no telephone in our place.

RE-DIRECT EXAMINATION BY COMPLAINANT.

The Wenzel Estate was my father's Estate, he left nothing but a farm and it was in debt, I couldn't operate a farm anyway. The Dairy he operated while I was with him was operated by my husband with only my help. Two people can do all the work necessary to be done in running the Dairy. While I do not know what clear profit he made, I know that he made enough to have all the money he wanted to spend over and above what it cost his family to live. I do not know the rental value of the home place.

RE-CROSS EXAMINATION.

He got most of the money he spent from the Dairy, I do not know how much that was. He did get some money from the Estate, he did not build the home from the money he got from the Estate of his father. I do not know that he has had to borrow money during the last two or three years from his relatives. I did sign with him on a note to his sister for borrowed money for One Thousand Dollars. We did not really need the money, but he said we could use it. I know he had one note for One Hundred Dollars (\$100.00) on his cattle, I do not know of any more, and he was to pay that off in May.

RE-DIRECT EXAMINATION.

The Eighty Dollars (\$80.00) that he got every fifteen days was money paid to him in his Dairy. He inherited money from his father's Estate, but I do not know how much, and he also inherited land, but I do not know how much.

EXAMINATION OF MR. W. C. BEEBE:

In my opinion under the case made by the Bill of Complaint, The reasonable fee to be allowed Complainant's Solicitor would be Two Hundred Fifty Dollars (\$250.00).

CROSS-EXAMINATION OF MR. W. C. BEEBE:

In arriving at a reasonable Attorney's fee, I do not altogether take into consideration the financial status of the Respondent. Of my own personal knowledge, I do not know the financial status of the Respondent in this case. I am one of the Solicitors of Record in this case. The fee named is on the assumption that every stage of the case would be litigated.

RE-DIRECT EXAMINATION OF MR. W. C. BEEBE:

Mr. McMillan----"Mr. Beebe, on the case made by this Bill of Complaint and litigated as you have seen on this reference, would or not a fee of Two Hundred Fifty Dollars (\$250.00) be the very minimum in this case?"

Mr. Stone -----"Respondent objects for the witness has already testified that Two Hundred Fifty Dollars (\$250.00) fee named by him, would be a reasonable fee, and on the assumption that every stage of the case would be litigated."

Mr. Beebe -----"I consider Two Hundred Fifty Dollars (\$250.00) the very minimum.

TESTIMONY OF MR. F. F. NELSON:

In my estimation, a fee of Five Hundred Dollars (\$500.00) is a minimum fee.

CROSS EXAMINATION OF MR. F. F. NELSON:

Under certain circumstances I do take into consideration the financial status of the parties, while in others I do not. Where there is an excessive amount of work, I do not take into consideration the financial status of the parties. Where a man is worth from Five to Twenty Thousand Dollars, and the case is contested where there might be outside issues involved as appears in this case, and in other cases I have been connected with, I think that this would be a reasonable fee where the husband is

worth from Five to Twenty Thousand Dollars. I am in this case taking into consideration the financial status of the parties, and then contemplating some general work. I am one of the Solicitors in this case for the Complainant.

RE-DIRECT EXAMINATION OF MR. F. F. NELSON.

From what I have seen of this case and the trend of the litigation, it is my opinion that Five Hundred Dollars (\$500.00) is the very minimum fee to be allowed the Solicitors.

CROSS-EXAMINATION OF MR. F. F. NELSON.

One Thousand Dollars is the maximum fee.

TESTIMONY OF MR. B. F. McMILLAN, JR.

I am one of the Attorneys in this case. I am acquainted with the litigation, I think a fee somewhere between Two Hundred Fifty (\$250.00) and Five Hundred Fifty (\$550.00) would be reasonable. This depends solely on the trend of the litigation, but I think that Two Hundred Fifty Dollars (\$250.00) would be a minimum fee.

CROSS-EXAMINATION OF MR. B. F. McMILLAN, JR.

I think that Two Hundred Fifty Dollars (\$250.00) would be a minimum at this stage, if we have to follow out the issues made by this Bill of Complaint fully, it should not be less than Seven Hundred Fifty Dollars (\$750.00). This case to my mind, Mr. Stone, involves everything to bring anguish to a Mother's heart.

(Respondent consents for witness to testify as to the Respondent's financial status).

In my conversations with Mr. Worcester, I have been lead to think that he owns many hundred of acres of land. I do not know the value of the lands, but I have regarded Mr. Worcester as being a man of good financial condition. I have no personal

knowledge of his home place. In dealing with the fee, I have taken into consideration the minimum fee, that is a fee without regard to financial status. A man owning no property and his only income was Eighty Dollars (\$80.00) every two weeks, the fee of Two Hundred Fifty Dollars (\$250.00) named would be a reasonable fee.

RE-DIRECT EXAMINATION OF MR. B. F. McMILLAN.

Mr. Beebe, the Respondent has received through me considerable money in the last year or two. The cash that I paid him would register between Three and Five Thousand Dollars. He said that he had agreed to buy some Bank Stock, I discouraged him in doing this.

RE-CROSS EXAMINATION OF MR. B. F. McMILLAN.

My ideas are gathered, as I have said from statements that I have made. I do not know exactly the amount, but it was somewhere between Three and Five Thousand Dollars. I recollect that he owned it as one of the heirs, he is one of the five or six heirs. My understanding is that he decided not to buy the stock. Frank Boykin called him up when he was in my office, and he didn't buy the stock at that time, I do not know how much was involved.

TESTIMONY OF MR. A. L. WEST:

DIRECT EXAMINATION.

My name is A. L. West, I am in the restaurant business, and as such can form an idea of more or less accuracy as to the amount of living expenses. I have a very good idea of the amount of her support. In my opinion, Eighty Dollars (\$80.00) would be reasonable money or the reasonable amount to support her. If her children were with her, I think One Hundred Dollars (\$100.00) a month would be reasonable for the support.

CROSS EXAMINATION OF MR. A. L. WEST.

I do not remember ever visiting the home of the Complainant while she and the Respondent were living together, I don't believe that I ever met the Complainant before she married, I never visited her home before she was married. I do not know anything personally of her condition and state of living before she married. She lives now with Mr. Steele. The customary price for board for home of that kind for one person is from Forty to Fifty Dollars per month. I arrive at the Eighty Dollars a month from my own personal expenses. I would not attempt to say what part of this would be used for clothes, I took another expenses, a living expense, arriving at the Eighty Dollars, these were board, clothing and living expenses, I would not attempt to say what it would take for each. Mr. Steel lives in the town of Fairhope, he does not run a boarding house, but a private home, I do not know of any other parties paying from Forty to Fifty Dollars a month for board in a private home, my testimony as to Forty or Fifty Dollars a month was not intended for private homes. I would think Thirty or Thirty-five Dollars a month would be in Mr. Steele's home for board, for board alone.

RE-DIRECT EXAMINATION OF MR. A. L. WEST.

Mr. Steele is a married man and maintains his family at Fairhope. While I didn't visit the Respondent's home, yet I saw her and the family when they went out, in my opinion it would require Eighty Dollars (\$80.00) a month for the Complainant alone.

TESTIMONY OF J. T. WORCESTER, AND A WITNESS FOR
RESPONDENT.

My name is J. T. Worcester, I am the Respondent in this case,

and am Forty-two years of age. I am by trade a Marine Engineer, I have not followed this trade for more than six years having had to quit it on account of my failing eyesight, and being unable to do the work, my eyesight is still bad. Since then I have been running a small Dairy farm at my place on Green Branch in Baldwin County, Alabama, at my home which is eleven miles from Fairhope, I have been in that business about four years. It is hard to arrive at any average profit for the Dairy for in the winter time it hardly pays expenses, in the summer time it runs about Eighty Dollars (\$80.00) a month. In the summer time, my gross receipts are about Eighty Dollars (\$80.00) every two weeks, while during the winter they have gone down as low as Twenty Dollars (\$20.00) every two weeks. Aside from my eyesight being impaired, I am otherwise in good health. My brother is interested in the Dairy, and I have to pay him a portion of the earnings. I absolutely have never told my wife that the place where we live is worth Ten Thousand Dollars. There are about one hundred forty acres with this place. We built the home about three years ago. We have other improvements consisting of a barn, chicken house, pump shed and tank. I have bought and sold real estate in that location, and am acquainted with the real estate values. The reasonable value of my home place is not above twenty dollars (\$20.00) per acre, at this time, the reasonable value of the house could not be above Twenty-five Hundred Dollars (\$2500.00) the Insurance Agent would only accept it for Eighteen Hundred Dollars. The reasonable value of the other improvements is Five Hundred Dollars. I owe a mortgage for Eleven Hundred Dollars (\$1100.00) to the Baldwin County Building & Loan Association on the home place. I owe to Rosa a note of Two years standing in the principal sum of Twelve Hundred Dollars (\$1200.00). As one of the heirs of my fathers estate, I have

had to do with the handling of the funds, in the handling of such funds and division of the Estate, I have used the Estate funds and am now indebted to the Estate in the sum of approximately One Thousand Dollars (\$1000.00). I owe three notes of One Hundred Dollars (\$100.00) each, or a total of Three Hundred (\$300.00) against the Dairy cattle. I own an Eighty/being^{acres} about one-half mile from the home place which is reasonable worth Four Hundred Dollars (\$400.00). There are six heirs of my Father's Estate, and it now consists of about One Hundred Sixty acres of cut over land, no water front, with bad title, with part in litigation. The reasonable value of these lands could not be above Five Dollars (\$5.00) per acre under present conditions. In connection with the Dairy, I have only a small farm to raise feed, and then I do not raise enough but a portion of the feed. The house is in fairly good condition, on the porch, the sheeting has rotted in several places, and will have to be replaced in the next two years. I have consulted Mr. B. F. McMillan, as he has testified, giving such testimony at my request, he has turned over to me about Four Thousand Dollars (\$4000.00), this was for the Estate and my interest thereof was One sixth (1/6). I bought some stock, kept it a little while and sold it, I did not buy any bank stock. Before my wife and I separated, I employed my brother, and other help at times in connection with the Dairy. I have no idea as to the average cost of running my home and maintaining myself, wife and family. Not at any time did my wife spend on the average of Twenty Dollars (\$20.00) a month for clothes. I have a truck, but considered this in the home place, I owe Two Hundred Eighty Dollars (\$280.00) on it. I have a Chevrolet touring car which I figured in as a part of the home place.

CROSS-EXAMINATION OF MR. J. T. WORCESTER.

I cannot form any idea of what it cost me to support the Complainant in the manner she was accustomed to being supported

When she lived with me, I gave her everything she wanted as long as I was able. My home place has no rental value, I would be lucky to get a caretaker to take care of the place, I have never tried to get a caretaker. I stay there and run my Dairy farm. I quit the Marine Engineering business about six years ago, I got married a few months later. Due to this trouble, I have to have my brother and other help to run the Dairy Farm, but she used to help a day or two at the time, I worked regular at it, and have been working regular at it ever since.

MR. McMILLAN---"Are you an able bodied man?"

Yes and no, I am capable of carrying on the work I am now doing.

MR. McMILLAN---"Are you able to support Mrs. Worcester?"

I did it for a while.

MR. McMILLAN---"Are you able to do it now?"

That depends. I never made any such statement to you or anyone else that I would give Mrs. Worcester the home place as a support, I told you that I had agreed to stay at the home place and I would give her support, and I would stay in another house, no, I didn't agree to give her the home place. She was to have the chickens, and support herself off of them. If she would take care of them, they would furnish her support. Since the separation the chickens are on the home place, and I am taking care of them, also the place. I do not know what the chickens would produce, the ones that were on the place when Mrs. Worcester left. I am now getting ten to twelve eggs a day. The Estate of George Hoyle left around four or five hundred acres. My father was the sole devisee of Mr. Hoyle's Estate. The Estate property was once joined in interest with J. W. Newman of Chicago, Illinois, our half interest was sold for Forty Five Hundred Dollars (\$4500.00) in 1928. I have bought three motor vehicles

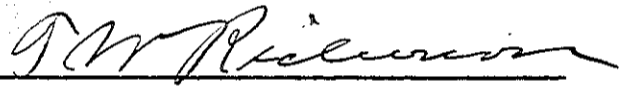
since our marriage, I now have and operate two of them. In the Newman tract which I have just testified about, our half interest sold for Forty Five Hundred Dollars (\$4500.00) had no improvements, but there was timber, the timber was the valuable part of the land. The land was never timbered before it was sold to Mr. Newman. The picture which you show me is a picture of my home place. My mortgage to the Baldwin County Building and Loan Association is about Eleven Hundred Dollars (\$1100.00) is payable at the rate of Twenty Dollars (\$20.00) per month, it was made in January of this year, in fact, I am a little ahead on the payments. I have in my own name ten cows, they are werty Thirty-five (\$35.00) or Forty Dollars (\$40.00) a piece at the present time, I got some of them for Thirty-five Dollars, some for Forty Dollars, and one for Fifty Dollars, these are all milch cows. I own no stock in any banks now, I sold all I had two or three months ago, I was about One Hundred Dollars ahead, I cannot tell you what I got for the stock. I owe the bank some money by notes on live stock, I expect that I have borrowed my limit. I do business with the First National Bank of Mobile, Bank of Fairhope, Farmer's and Merchants Bank of Foley. The First National Bank of Mobile handles the funds of the Estate, I deposit and check out the money in the Estate funds. There is about Thirty Dollars/^{to}the credit of the Estate in the Bank now, there is no other funds coming into the Estate. I leave the funds there for the payment of taxes. My wife and I owned what is known as the Airy Heights, we sold this to Mrs. Schaaf for around Seventeen Hundred Dollars (\$1700.00) about a year ago. One half was paid cash, and now nearly fifteen hundred Dollars (\$1500.00) has been paid, the balance is secured by Vendor's Lien, it is in the Bank of Fairhope. About six weeks ago the note was given for property for my wife, Complainant and myself, I deposited it in the Bank of Fairhope, as an individual loan to me. About six weeks ago my wife was at home, she was staying there, I was staying in a shed about Seventy-five yards

from the house. The bank of Fairhope had a mortgage on the Complainant's father's house, I took it up to save it. I am not engaged in the business of buying and selling land, I never have sold any land on commission.

ORAL EXAMINATION ON REFERENCE:

I, T. W. Richerson, as Register hereby certify that the foregoing deposition on reference was taken down in writing, it was agreed by Counsel that said evidence be taken by stenographer and left unsigned by the Witnesses at the time and place herein mentioned; that I have personal knowledge of personal identity of said witnesses; 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.

Given under my hand and seal, this 30th day of August, 1930.



Register.

Exhibit "A" "L"

Testimony on Reference
Case of
Reuby Worcester
vs
J P Worcester

Filed Aug 30/1930
J P Worcester
Register

RUBY WORCESTER

Complainant and cross respondent.)

vs

JOSEPH T. WORCESTER

Respondent and cross complainant.)

CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY.

Comes the cross complainant and by leave of Court,
amends the cross bill by adding the following:

Cross Complainant further charges that since the
pendency of this suit the cross respondent has been guilty of further
acts of adultery at times and places and with parties unknown to
cross complainant; that cross complainant about four weeks prior
to this date was reliably informed and has since had confirmed,
information showing that cross respondent is now about five months
advanced in pregnancy without the knowledge or agency of cross
complainant and that her condition is now obvious to the eye.

R. Kirby & Cobb.

Solicitors for cross complainant.

Received copy of the foregoing amendment to cross bill on
this the 26th day of June, 1931.

J. J. Nelson

Solicitors for cross respondent.

LAW OFFICES
RICKARBY & COBB
ROBERTSDALE, ALA.

October 16th, 1931

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

Dear Judge:

WORCESTER VS WORCESTER: With this you should receive from Mr. Richerson another installment in this particularly unpleasant case, necessitated by the conflict in the expert testimony, viz, an order for the physical examination of the cross-Respondent. We feel that we are entitled to this order as a matter of right by authority of the following cases:

McGruff vs State, 88 Ala 153. 7 So 35 & 100.
Anonymous, 89 Ala 291, 293. 7 So 100.
A. G. S. RR. vs Hill, 90 Ala 71, 77. 88 So 88.

As we understand the law, the physician named by the Court is one not suggested by either party in order that the finding may be as free from bias as possible.

We have delivered a copy of this motion to opposing counsel to whom we also send a copy of this letter and will ask your early and favorable action upon the motion for reasons that are obvious.

Very truly yours,

Rickarby & Cobb.

Solicitors for Cross- Compt.

R:F
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Ruby Worcester, Complainant.

vs.

J.T.Worcester, Respondent.

Circuit Court

Baldwin County, Ala.

IN EQUITY.


REPORT OF REGISTER.

In this cause the Register reports to the Court, that pursuant to agreement by counsel for Complainant and Counsel for Respondent, the Register held a reference in this cause to ascertain the proper amount of Attorney's fees and alimony pendente lite, said reference was held upon the 28th day of August, 1930, after proper notice and service on the parties in this cause.

The witnesses for the Complainant and Respondent, were duly examined and the testimony reduced to writing, It being agreed by Counsel for Complainant and Respondent that said evidence be taken by Stenographer and left unsigned by the witnesses. which testimony is hereto attached marked Exhibit "A"-1 that said reference was attended by the Solicitors for the Complainant and Respondent and by both the Complainant and Respondent in person.

Upon a careful consideration of the testimony before him the Register finds and reports as follows:
That the Solicitors for Complainant are entitled to a fee of \$300.00 for their services rendered in this cause and that the amount of alimony pendente-lite shall be the sum of \$50.00 per month.

This September 15th, 1930



Register Circuit Court Baldwin County, Ala.
In Equity.

Ruby Worcester
Complainant.
vs
J.T.Worcester,,
Respondent.

REGISTER'S REPORT ON
REFERENCE.

Issued Sept 15th, 1930

R.W. Richmond
Register

Filed Sept 15th, 1930

R.W. Richmond
Registrar.

Sept 15 1930

RUBY WORCESTER,

Cross Respondent

VS

JOSEPH T. WORCESTER

Cross Complainant.

IN EQUITY.

IN THE CIRCUIT COURT

OF

BALDWIN COUNTY,

ALABAMA.

This cause coming on to be heard upon the motion of the Cross Complainant for an order requiring the cross Respondent to submit to a physical examination of her person, and it appearing to the court from the evidence heretofore introduced that the question of the cross Respondent's pregnancy, vel non, is a material issue in the cause and it further appearing to the court that there is a serious conflict of testimony between the expert witnesses introduced by both sides;

IT IS THEREFORE ORDERED that the Cross Respondent RUBY WORCESTER appear before. _____

M. D., at his office in _____, Alabama, at a time to be designated by him and then and there submit her person to the physical examination of said Doctor, that he may ascertain the physical condition of the said RUBY WORCESTER as to pregnancy, and that said physician forthwith make a report in writing to the Register of this Court as to his findings, as a result of such examination.

Done at Monroeville, Alabama, this the _____ day of
October, 1931.

Judge.

YOUNG & CO.

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YOUNG & CO.

ORDER OF PHYSICAL EXAMINATION

FILE NO. 1000

RUBY WORCESTER
Cross Respondent,
VS
JOSEPH T. WORCESTER
Cross Complainant.

YOUNG & CO.

YOUNG & CO.

RUBY WORCESTER,

Complainant and Cross Respondent,

Vs.

JOSEPH T. WORCESTER,

Respondent and Cross Complainant.

IN EQUITY.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

Respondent

Comes Joseph T. Worcester, in the above entitled cause and by leave of Court files this his amended answer to the amended bill of complaint in this cause, and for such answer says:

FIRST: Respondent admits the allegations of the first and second paragraphs of the amended bill.

SECOND: Respondent denies each allegation of the third paragraph of the said bill.

THIRD: Respondent admits the averment in the fourth paragraph of the bill as to the names and ages of the two children of the marriage but denies all other allegations of said paragraph.

FOURTH: Respondent admits the averment of the fifth paragraph that he is an able-bodied man, but denies that he is capable of making a good income, avering that because of his defective eyesight he cannot follow his former trade of marine engineer and that because of this he is making a bare living running a farm and dairy near the town of Fairhope.

Respondent further prays that this his answer be taken also as a cross bill and as such cross bill further avers:

FIFTH: That Complainant and Respondent are both over the age of twenty-one years and bona fide residents of Baldwin County, Alabama for more than five years prior to the filing of the original bill.

SIXTH: That Complainant and Respondent were married in Fairhope, Alabama, on July 28, 1925, and lived together as man and wife until the month of August, 1929, at Fairhope when Cross Complainant, because of his wife's behavior, ceased to live with her

as his wife but continued to live under the same roof with her until the month of March, 1930, when Cross Respondent voluntarily abandoned their home."

SEVENTH: Cross Complainant avers that since the date of their marriage the Cross Respondent has been guilty of acts of adultery and specifically charges that his said wife has been guilty of adultery with a party or parties unknown to Cross Complainant at or near Fairhope and at times not specifically known but between the months of August, 1929 and March, 1930, which unfaithfulness was evidenced by the premature birth ^{of a child} to Cross Respondent in the month of March, 1930, of which child Cross Complainant was not the father, nor had he had any marital relation with his said wife since August of 1929, nor has he had such relation with her at any time since or condoned said infidelity in any way.

THE PREMISES CONSIDERED, Respondent and Cross Complainant again prays that this his answer may be also taken as a cross bill; that due notice thereof as required by law be given to Ruby Worcester and she be made Cross Respondent hereto and required to answer said cross bill within the time prescribed by law, and to abide by such decrees as may be rendered in the premises.

CROSS RESPONDENT FURTHER PRAYS that upon the hearing of this cause, a decree be rendered dismissing the original bill heretofore filed and all amendments thereof granting Cross Complainant a divorce from the said Ruby Worcester, the sole custody and control of the children of the marriage and such other, further or different relief as to Equity shall seem meet.

Joseph T. Worcester

Respondent and Cross Complainant.

Richard J. Kelly

Solicitors for Respondent and Cross Complainant.

NOTE:

The Cross Respondent is required to answer each allegation of the foregoing cross bill but oath thereto is hereby waived.

Richardby & Co.
Solicitors for Cross Complainant.

| | | |
|----------------------|---|---------------------------------|
| RUBY WORCESTER, | I | |
| Complainant, | I | |
| vs | I | IN THE CIRCUIT COURT OF BALDWIN |
| JOSEPH T. WORCESTER, | I | COUNTY, ALABAMA. IN EQUITY. |
| Respondent. | I | No. _____ |

At Ten o'clock A. M. on Friday, September 18th, 1931, I, as commissioner named in the commission hereto attached, opened these proceedings at room 805 of the Van Antwerp Building, Mobile, Alabama, for the purpose of taking the testimony of J. M. Weldon, a witness for complainant and cross-respondent in the foregoing cause, pursuant to notice heretofore given.

B.E. McMillan, Jr., of counsel for the complainant and cross-respondent, was present for and in behalf of the said Ruby Worcester but no one appeared for the respondent and cross-complainant, Joseph T. Worcester.

The witness, J. M. Weldon, then and there gave notice that urgent professional calls upon him as physician precluded his testifying in said cause until five o'clock P. M. on said date, and the taking of his testimony was then and there continued from ten o'clock A. M. to Five O'clock P. M. on Friday, September 18th, 1931.

At Five o'clock P. M. on Friday, September 18th, 1931, personally appeared before me, Ruth Macdonald, commissioner named in the attached commission, at room 805 of the Van Antwerp Building, Mobile, Alabama, J. M. Weldon, a material witness for the complainant and cross-respondent in the above entitled cause; B. F. McMillan, Jr., as attorney for Ruby Worcester, complainant and cross-respondent was present and answered in her behalf; no one answered for Joseph T. Worcester, respondent and cross-complainant, who was duly called. The said witness, who being then and there duly sworn to speak the truth, the whole truth, and nothing but the truth, deposes and says:

ON ORAL EXAMINATION BY B. F. McMILLAN, JR.,

My name is J. M. Weldon. I am forty-two years old. I am a practicing physician in Mobile, Alabama, and have been a practicing physician in Alabama since 1913 and in Mobile since 1919. I specialize

in womens' diseases. I have a certificate from the State Board of Examiners to practice medicine and have had such ever since I have been practicing. I was graduated from the medical department of the University of Alabama in 1913, which was an A grade college and accredited school of medicine.

I know a woman by the name of Mrs. R. I. Worcester from Baldwin County, Alabama, and her given name, she told me, was Ruby Worcester, and I examined her on August 31st of 1931 and on September 1st, 1931 and also examined her again within the past ten days on September 10th of this year. She was sent to me by Dr. Jordon of Robertsdale to determine what her trouble was and especially to determine whether or not she was pregnant. In making this examination I made what is called the vaginal examination, which revealed a uterus of normal size and consistency with no indication of pregnancy. I also examined her for venereal diseases, gonorrhoea and syphilis, both of which showed negative. I made a second examination for gonorrhoea which was negative. It is generally recognized among the profession and in my opinion it is certainly true that my examination for pregnancy is infallable unless the patient is under six weeks pregnant. In my opinion she was not pregnant unless the pregnancy originated under six weeks from the date of my last examination. The test I gave her is the usual test and is the only test except one which will determine if the pregnancy originated within the preceding four weeks.

The test I gave her for venereal diseases is the usual and proper test and in my opinion is infallable. I give it as my professional opinion that she was neither pregnant nor afflicted with venereal diseases and even if she had been pregnant on her first examination, I could have detected it on my last examination.

In my opinion she was afflicted with atoxic goiter. I had a thyroid function test made which showed a hyper-active thyroid gland. This was plus fifteen which means fifteen percent above normal which is rather marked. This is not related to pregnancy or venereal trouble, but ~~which~~ would have an effect on her menstruation. She told me she had not menstruated since February. If this lack of menstruation had been due to pregnancy it would have been so apparent that anyone could have seen it. It is quite frequent, in other words, quite often that we have cases, even young girls, who go for months without menstruating, due to lowered glandular secretions, which regulate menstruation. The effect of this would be to make the patient very nervous and as a matter of fact

Mrs. Worcester was so nervous she could hardly sit still.

When I examined Mrs. Worcester on the tenth and about thirty minutes after she left, Mr. Worcester called at my office and said he understood I had treated his wife and said he wanted me to know that he, Worcester, would not be responsible for the bill. I hadn't previously communicated with Mr. Worcester and don't know how he happened to know she came to me.

J. M. Weldon 17.7.

CERTIFICATE OF COMMISSIONER.

STATE OF ALABAMA, |
 *
COUNTY OF MOBILE. |

I, Ruth Macdonald, the commissioner named in the commission hereto attached, do hereby certify that I am personally acquainted with the witness, J. M. Weldon and know him to be the identical person named in said commission. I further certify that at ten o'clock A. M. on Friday, September 18th, 1931, as commissioner named in the commission hereto attached, I opened the proceedings at room 805 of the Van Antwerp Building, Mobile, Alabama, for the purpose of taking the testimony of the said witness, J. M. Weldon, a witness for complainant and cross-respondent in the foregoing cause, pursuant to notice heretofore given.

B. F. McMillan, Jr., of counsel for complainant and cross-respondent, was present for and in behalf of the said Ruby Worcester but no one appeared for the said Respondent and cross-complainant, Joseph T. Worcester.

The witness, J. M. Weldon, then and there gave notice that urgent professional calls upon him as physician precluded his testifying in said cause until five o'clock P. M. on said date and the taking of his testimony was then and there continued from ten o'clock A. M. to five o'clock P. M. on Friday, September 18th, 1931.

At five o'clock, P. M. on Friday, September 18th, 1931, personally appeared Before me, Ruth Macdonald, commissioner named in the attached commission, at room 805 of the Van Antwerp Building, Mobile, Alabama, J. M. Weldon, a material witness for the complainant and cross-respondent in the foregoing cause; B.F. McMillan, Jr., as counsel for Ruby Worcester, complainant and cross-respondent, was present and answered in her behalf; no one answered for Joseph T. Worcester, the respondent and cross-complainant who was duly called.

The said witness, J. M. Weldon was duly sworn by me to speak the truth, the whole truth and nothing but the truth and examined as above stated and his evidence was taken down by me as near as might be in his own language and was subscribed by him in my presence at room 805 of the Van Antwerp Building, Mobile, Alabama, on the 18th day of September, 1931.

I further certify that I am neither of counsel nor of kin to any of the parties to this cause nor in any way interested in the result thereof.

Witness my hand and seal this 18th day of September, 1931.

Commissioner's Fee
\$ 10 00

Ruth Macdonald
COMMISSIONER

The State of Alabama, {
Baldwin County

CIRCUIT COURT

To Ruth Macdonald:

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

as witnesses in behalf of Complainant and cross respondent in a cause pending in our Circuit Court of Baldwin County, of said State, wherein Ruby Worcester is

and Jos T. Worcester is Complainant

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

Witness 14th day of September 19 31

COMMISSIONER'S FEE, \$
WITNESS' FEES, \$

J. M. Weldon
REGISTER

NO. _____

The State of Alabama
BALDWIN COUNTY
CIRCUIT COURT

Ruby Worcester

VS. Complainant

Joseph T. Worcester

Defendant

COMMISSION TO TAKE DEPOSITION

COMMISSIONER:

Ruth McDonald

WITNESSES:

J. M. Weldon

Ruby Worcester, Complainant.

vs.

J.T. Worcester, Respondent.

Circuit Court

Baldwin County, Ala.

IN EQUITY.


REPORT OF REGISTER.

In this cause the Register reports to the Court, that pursuant to agreement by counsel for Complainant and Counsel for Respondent, the Register held a reference in this cause to ascertain the proper amount of Attorney's fee's and alimony pendente lite, said reference was held upon the 28th day of August, 1930, after proper notice and service on the parties in this cause.

The witnesses for the Complainant and Respondent, were duly examined and the testimony reduced to writing, It being agreed by Counsel for Complainant and Respondent that said evidence be taken by Stenographer and left unsigned by the witnesses. which testimony is hereto attached marked Exhibit "A"-1 that said reference was attended by the Solicitors for the Complainant and Respondent and by both the Complainant and Respondent in person.

Upon a careful consideration of the testimony before him the Register finds and reports as follows: That the Solicitors for Complainant are entitled to a fee of \$300.00 for their services rendered in this cause and that the amount of alimony pendente-lite shall be the sum of \$50.00 per month.

This September 15th, 1930



Register Circuit Court Baldwin County, Ala.
In Equity.

Copy

Report on Reference.

Filed Sept 15th, 1930

W. H. McInnis
Register

W. H. McInnis

RUBY WORCESTER,

Complainant and Cross Respondent.

VS

JOSEPH T. WORCESTER

Respondent and Cross Complainant.

IN EQUITY.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

Comes the Cross-Complainant and shows to the Court that a material issue of this cause is the physical condition of RUBY WORCESTER, the Cross-Respondent; wherefore he prays that an order be made requiring the said RUBY WORCESTER to submit to a physical examination of her person by a competent physician named by the Court, who shall make such examination forthwith and report to the Court whether or not the said RUBY WORCESTER is now pregnant.

Reisterly & Cobb.

Solicitors for Cross Complainant.

We hereby accept notice of the filing of the foregoing motion and of request for its submission.

Of Counsel for Cross Respondent.

October 16th, 1931.

I hereby certify that after request for acceptance of notice of the foregoing motion had been made upon F. F. Nelson, Esq., leading counsel for Cross Respondent and refused by him a carbon copy of the foregoing notice was by me left in the office of the said Nelson, this 16th day of October, 1931.

Elliot H. Reisterly.

Solicitor For Cross Complainant.

RUBY WORCESTER.
Complainant and Cross Respd't.

VS
JOSEPH T. WORCESTER
Respondent and Cross Compt.

MOTION FOR PHYSICAL
EXAMINATION.

Filed Oct 17/93/
J. W. McInnis
Register

RICKARBY & COBB

October Term, 1893.
In the Superior Court of the County of Worcester, Massachusetts.
RUBY WORCESTER, Complainant and Cross Respondent,
vs.
JOSEPH T. WORCESTER, Respondent and Cross Complainant.
The Court ordered that the Respondent do and pay for the cost of a physical examination of the Complainant, to be made by a physician to be named by the Court, within ten days of the date of this order, and that the Respondent do and pay for the cost of the examination.

Witness my hand and the seal of the Court at Worcester, Massachusetts, this 17th day of October, 1893.
J. W. McInnis
Clerk of the Court.

Attest my hand and the seal of the Court at Worcester, Massachusetts, this 17th day of October, 1893.
J. W. McInnis
Clerk of the Court.

RUBY WORCESTER,
Complainant.

VS.

JOSEPH T. WORCESTER
Respondent and
cross-Complainant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

TO THOMAS W. RICHMOND, ESQ., REGISTER OF SAID COURT:

The cross-Complainant requests the oral examination
of the following named persons, witnesses for cross-Complainant:

JOSEPH T. WORCESTER, W. C. HOLMES, M. D. , GILLIS.

All of said witnesses reside in the County of Baldwin. The
cross-Complainant further suggests the name of Charles Reed
Hall of Mobile, Alabama, as a suitable commissioner to take
the testimony of the foregoing witnesses.

Reinhardt & Cobb

Solicitors for cross-
Complainant.

RUBY WORCESTER
Complainant.

VS

JOSEPH T. WORCESTER
Respondent
and
Cross-Complainant.

APPLICATION FOR ORAL
EXAMINATION.

Filed Aug 3/931
J. W. Rice
Register

RUBY WORCESTER,

Complainant,

vs

JOSEPH T. WORCESTER,

Respondent.

IN THE CIRCUIT COURT OF BALDWIN

COUNTY, IN EQUITY, No. _____

Comes the complainant and moves the court to allow her to amend the bill of complaint as originally filed and she files herewith the proposed amended bill.

Beebe & Coe

F. H. Nelson

AT & C. McIlwain
SOLICITORS FOR COMPLAINANT.

Motion & Answer
Bill of Complaint

Filed Aug 11/1930
J W Higginson
Clerk

GARNISHMENT ON JUDGMENT

The State of Alabama,
BALDWIN COUNTY

CIRCUIT COURT BALDWIN COUNTY

22nd
Bay Minette Ala Oct 22nd, 1931

To Any Sheriff of the State of Alabama—Greeting:

WHEREAS, At a regular Oct 9th, 1931 of the Circuit Court of Baldwin County,
to-wit: On the 9th day of October, 1931, 1931 being a regular day of
said term Ruby Worcester

recovered judgment against J.T. Worcester,

~~for the sum of~~ Alimony, of \$50.00 per month Dollars, and cost of suit,

and affidavit having been made by F.F. Nelson, Atty for Ruby Worcester,
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

Hartford Fire Insurance Company, a corporation

has or is believed to have in its possession, or under its control money
or effects belonging to said defendant or that it is, or
is believed to be indebted to said defendant or to be liable to them, or to one of them on a
contract for the delivery of personal property, or on a contract for the payment of money which may be dis-
charged by the delivery of personal property or which is payable in personal property.

You are Therefore Hereby Commanded to Summon

Hartford Fire Insurance Company a corporation,

to be and appear before the honorable the Circuit Court for Baldwin County, at the Court House thereof, in
the City of Bay Minette, on the Within 30 days from service A. D. 1931
then and there within the three first days of the term, to answer on oath, whether at the time of the service of
the garnishment, or at the time making its answer, or at any time intervening the time of serving
the garnishment and making the answer it was indebted to said defendant
and whether it will not be indebted in future to said de-
fendant by a contract then existing, and whether by a contract then existing or now
is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which
may be discharged by the delivery of personal property, or which is payable in personal property, and whether
has not in its possession or under its control money or
effects belonging to the defendant J.T. Worcester,

Herein fail not, and have you then and there this Writ.

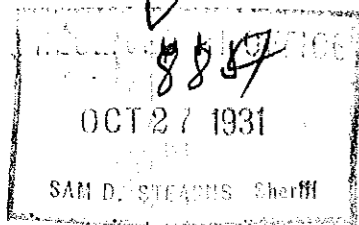
Witness, T. W. RICHESON, Clerk of said Court, this 22nd
day of October, 1931 A. D. 1931

Issued 22nd day of October, 1931, A. D. 1931

ATTEST:

T. W. Richeson Clerk.

Original



Executed by serving a copy of
the within on Charles C. Greer
as Supt. of Insurance of Ala.
This 27th. day of October, 1931.

Sam D. Stearns
Sheriff

B. B. Rangle
Deputy Sheriff

Circuit Court, Baldwin County

No.

Ruby Worcester,

VS. } GARNISHMENT ON JUDGMENT

J.T. Worcester, Deft
Hartford Fire Insurance Co,
a corporation, Garnishee.

Issued 22nd day of Oct 1931.

Returnable day of 192.....

*True Copy of
True Original
Communication
J. M. Gentry
Recd*

F.F. Nelson

Attorney.

B. F. McMILLAN, JR.
ATTORNEY AT LAW
803-806 VAN ANTWERP BLDG.
MOBILE, ALABAMA

April 24th, 1961.

Hon. T. W. Richerson, Clerk,
Circuit Court,
Bay Minette, Alabama.

Dear Tom:- RE: Worcester vs Worcester.

Mr. Nelson has sent me a copy of cross-bill filed by Mr. Worcester, service on which I believe was accepted by him on March 25th and has asked me to file what in my opinion is the proper paper in answer.

I am sending herewith an answer denying the charges of abandonment and adultery and I am incorporating therein a motion to stay the proceedings until alimony is paid.

The time for filing this answer will expire Monday and I am therefore enclosing same to you, asking that it be filed.

Yours very truly,

B. F. McMILLAN, JR.

Mc/M
Encl.

RUBY WORCESTER,

Complainant and Cross-Respondent,

vs

JOSEPH T. WORCESTER,

Respondent, and Cross-Complainant,

IN EQUITY.

IN THE CIRCUIT COURT

OF BALDWIN COUNTY,

ALABAMA. No. _____

And now comes Ruby Worcester named as cross-respondent in the cross-bill filed against her by Joseph T. Worcester during the month of March, 1931, and denies the charges made against her by the said Joseph T. Worcester in Paragraphs numbered SIXTH and SEVENTH of the cross bill wherein the said Joseph T. Worcester charges her with voluntary abandonment and with acts of adultery and she says that all of said allegations are untrue.

The said Ruby Worcester, however, respectfully shows to the court that heretofore during the month of to-wit; October, 1930, in the cause made by her bill of complaint against the said Joseph T. Worcester, this court ordered, adjudged and decreed that the said Joseph T. Worcester, now named as cross-complainant, should pay to complainant the sum of Three Hundred Dollars as solicitor's fees and the sum of Twenty-five dollars per month as alimony pendente lite and it is respectfully shown that the said Joseph T. Worcester has not fully carried out the orders of this court by making said payments and the said Ruby Worcester respectfully moves the court to stay the proceedings made by the said cross-bill until said payments are fully made.

Respectfully submitted,

Robert Hall

F. H. Nelson

B. V. McMillan

AS ATTORNEYS FOR RUBY WORCESTER

Filed Apr 27/93
J. M. Linn
@rights

Answer to Greenhill

Henry Linn
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J. M. Linn

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RUBY WORCESTER.
Complainant.

vs

JOSEPH T. WORCESTER
RESPONDENT.

IN EQUITY.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

Receipt of a copy of the answer and cross-bill this day
filed in above case is hereby acknowledged.

F. F. Nelson
Of Counsel for Complainant.

Robertsdale, March 25, 1931.

RUEY WORCESTER,

Complainant,

-VS-

J. T. WORCESTER,

Respondent.

IN THE CIRCUIT COURT-EQUITY SIDE,

STATE OF ALABAMA,

BALDWIN COUNTY.

TESTIMONY AT REFERENCE HELD BY REGISTER ON AUGUST 28TH., 1930.

WITNESSES:

RUEY WORCESTER

W. C. DEBBE

F. F. NELSON

B. F. McMillan, JR.

A. L. WERT.

J. T. WORCESTER.

RUBY WORCESTER,
Complainant,
vs.
J. T. WORCESTER,
Respondent.

IN THE CIRCUIT COURT-EQUITY SIDE,
STATE OF ALABAMA,
BALDWIN COUNTY.

TESTIMONY BEFORE THE REGISTER ON REFERENCE TO ASCERTAIN REASONABLE ALIMONY PENDENTE LITE AND A REASONABLE SUM TO BE PAID TO HER SOLICITOR. TESTIMONY TAKEN BY AGREEMENT OF PARTIES AND THEIR COUNSEL.

ONE:

TESTIMONY OF RUBY WORCESTER, COMPLAINANT IN THIS CAUSE.

My name is Ruby Worcester, I am Twenty-four years old, and live in Fairhope, Baldwin County, Alabama. I am Complainant in this case.

TWO:

I was married to Joseph T. Worcester on or about July 28th., 1925, and we lived together until about April 20th., 1930 and we have not lived together since. I live with the Steele family at Fairhope, I have known them about eight years. Mr. Worcester lives at the old home place, he lives there with his brother.

THREE:

My board cost Thirty Dollars (\$30.00) a month, and my clothing about Twenty Dollars (\$20.00) a month. It would take about Seventy-five Dollars (\$75.00) a month for me to live comfortable. I have no home, and I have no money, and I have no property. To support my children, if they were living with me, it would cost about Twenty Dollars (\$20.00) in addition to the Seventy-five Dollars (\$75.00) a month that I named. Mr. Worcester is

an able-bodied man, and his income is about Eighty Dollars (\$80.00) every fifteen days. Mr. Worcester and I had two children, a girl named Wilda Worcester, and a boy named B. K. Worcester. Wilda is four years old, and B. K. is two and a half years old. Up to the time of the separation the children lived with me.

Mr. McMillan. ---"What became of the children at the time of the separation?"

At the time of the separation he took the children away, I have not seen them since, and don't know where he took them. I do not know what property Mr. Worcester has except the home, he has other lands, but I do not know anything about them. He has a herd of Dairy cattle, and with these cattle he operates the Dairy. I do not know what the home place is worth, but Mr. Worcester said it was worth Ten Thousand Dollars (\$10,000). It has a house, a barn and a chicken house on it, it is on the water front. The house has six rooms, it is a new house, about three years old, built since our marriage. There is a large tank there, but there is no silo on the place. The home place contains about one hundred eighty acres, that is what he gave the Farm Loan Association. This is about nine miles from Fairhope. When I speak of the water front, I mean there is a front adjoining the place where the big boats come, these are the melon boats, they get their cargo to take to market. The home place is suited for farming purposes as well as for Dairying.

CROSS EXAMINATION BY RESPONDENT.

Up to the time of our separation in April of this year, I lived during all of my married life with Mr. Worcester. I do not know what our living expenses were. I do not know how much I spent for clothes during that time. I have averaged spending Twenty Dollars a month for clothes, this was around Christmas time. I am paying Thirty Dollars (\$30.00) a month for board, I have had such arrangement for two months. I do not know whether this is

the prevailing rate for board in homes of this kind, but that is what I give. I base my figures of Seventy-five Dollars a month to live comfortable on the strength of my renting a place. I do not have any interest in the Wenzel Estate that I know of. My father left one hundred ten acres of land, I am one of the seven children. I do not know it to be a fact that on account of Mr. Worcester's eyesight he had to give up his trade as Marine Engineer. I do know that he was a Marine Engineer, and he told me he quit because he did not like the water, and then he bought a place on the water front. Yes, we were married before the place was built, we had been married a year. He averaged selling forty gallons of milk a day from the dairy business. I know of my own personal knowledge that he gets twenty-five cents per gallon for the milk. The Eighty Dollars (\$80.00) every fifteen days above testified of, are his gross receipts. I do not know what his operating expenses are. No he did not have up to about three months ago a brother who was interested in the Dairy business with him, his brother had not worked in the dairy business with him, but he works there now along with another boy. I do not know how much profit he makes each month out of his dairy business. It was right after our trouble started a few months ago when he told me the place was worth Ten Thousand Dollars (\$10,000). We were at home, and my sister was present, I refer to Mrs. Gilly. The roof of the house around and over the porch is not rotten or falling, but leaks because it was not put on right. The house is a wooden building, and the picture you hand me is a picture of the house. The name of the body of water where our place is located is called Green Branch. I do not know how far our place is from Mobile Bay. It is about a mile from Fish River. Fairhope is the nearest town from our place, and it is about nine miles to Fairhope. There is no telephone in our place.

RE-DIRECT EXAMINATION BY COMPLAINANT.

The Wenzel Estate was my father's Estate, he left nothing but a farm and it was in debt, I couldn't operate a farm anyway. The Dairy he operated while I was with him was operated by my husband with only my help. Two people can do all the work necessary to be done in running the Dairy. While I do not know what clear profit he made, I know that he made enough to have all the money he wanted to spend over and above what it cost his family to live. I do not know the rental value of the home place.

RE-CROSS EXAMINATION.

He got most of the money he spent from the Dairy, I do not know how much that was. He did get some money from the Estate, he did not build the home from the money he got from the Estate of his father. I do not know that he has had to borrow money during the last two or three years from his relatives. I did sign with him on a note to his sister for borrowed money for One Thousand Dollars. We did not really need the money, but he said we could use it. I know he had one note for One Hundred Dollars (\$100.00) on his cattle, I do not know of any more, and he was to pay that off in May.

RE-DIRECT EXAMINATION.

The Eighty Dollars (\$80.00) that he got every fifteen days was money paid to him in his Dairy. He inherited money from his father's Estate, but I do not know how much, and he also inherited land, but I do not know how much.

EXAMINATION OF MR. W. C. BEEBE:

In my opinion under the case made by the Bill of Complaint, The reasonable fee to be allowed Complainant's Solicitor would be Two Hundred Fifty Dollars (\$250.00).

CROSS-EXAMINATION OF MR. W. C. BEEBE:

In arriving at a reasonable Attorney's fee, I do not altogether take into consideration the financial status of the Respondent. Of my own personal knowledge, I do not know the financial status of the Respondent in this case. I am one of the Solicitors of Record in this case. The fee named is on the assumption that every stage of the case would be litigated.

RE-DIRECT EXAMINATION OF MR. W. C. BEEBE:

Mr. McMillan----"Mr. Beebe, on the case made by this Bill of Complaint and litigated as you have seen on this reference, would or not a fee of Two Hundred Fifty Dollars (\$250.00) be the very minimum in this case?"

Mr. Stone -----"Respondent objects for the witness has already testified that Two Hundred Fifty Dollars (\$250.00) fee named by him, would be a reasonable fee, and on the assumption that every stage of the case would be litigated."

Mr. Beebe -----"I consider Two Hundred Fifty Dollars (\$250.00) the very minimum.

TESTIMONY OF MR. F. F. NELSON:

In my estimation, a fee of Five Hundred Dollars (\$500.00) is a minimum fee.

CROSS EXAMINATION OF MR. F. F. NELSON:

Under certain circumstances I do take into consideration the financial status of the parties, while in others I do not. Where there is an excessive amount of work, I do not take into consideration the financial status of the parties. Where a man is worth from Five to Twenty Thousand Dollars, and the case is contested where there might be outside issues involved as appears in this case, and in other cases I have been connected with, I think that this would be a reasonable fee where the husband is

worth from Five to Twenty Thousand Dollars. I am in this case taking into consideration the financial status of the parties, and then contemplating some general work. I am one of the Solicitors in this case for the Complainant.

RE-DIRECT EXAMINATION OF MR. F. F. NELSON.

From what I have seen of this case and the trend of the litigation, it is my opinion that Five Hundred Dollars (\$500.00) is the very minimum fee to be allowed the Solicitors.

CROSS-EXAMINATION OF MR. F. F. NELSON.

One Thousand Dollars is the maximum fee.

TESTIMONY OF MR. B. F. McMILLAN, JR.

I am one of the Attorneys in this case. I am acquainted with the litigation, I think a fee somewhere between Two Hundred Fifty (\$250.00) and Five Hundred Fifty (\$550.00) would be reasonable. This depends solely on the trend of the litigation, but I think that Two Hundred Fifty Dollars (\$250.00) would be a minimum fee.

CROSS-EXAMINATION OF MR. B. F. McMILLAN, JR.

I think that Two Hundred Fifty Dollars (\$250.00) would be a minimum at this stage, if we have to follow out the issues made by this Bill of Complaint fully, it should not be less than Seven Hundred Fifty Dollars (\$750.00). This case to my mind, Mr. Stone, involves everything to bring anguish to a Mother's heart.

(Respondent consents for witness to testify as to the Respondent's financial status).

In my conversations with Mr. Worcester, I have been lead to think that he owns many hundred of acres of land. I do not know the value of the lands, but I have regarded Mr. Worcester as being a man of good financial condition. I have no personal

knowledge of his home place. In dealing with the fee, I have taken into consideration the minimum fee, that is a fee without regard to financial status. A man owning no property and his only income was Eighty Dollars (\$80.00) every two weeks, the fee of Two Hundred Fifty Dollars (\$250.00) named would be a reasonable fee.

RE-DIRECT EXAMINATION OF MR. B. F. McMILLAN.

Mr. Beebe, the Respondent has received through me considerable money in the last year or two. The cash that I paid him would register between Three and Five Thousand Dollars. He said that he had agreed to buy some Bank Stock, I discouraged him in doing this.

RE-CROSS EXAMINATION OF MR. B. F. McMILLAN.

My ideas are gathered, as I have said from statements that I have made. I do not know exactly the amount, but it was somewhere between Three and Five Thousand Dollars. I recollect that he owned it as one of the heirs, he is one of the five or six heirs. My understanding is that he decided not to buy the stock. Frank Boykin called him up when he was in my office, and he didn't buy the stock at that time, I do not know how much was involved.

TESTIMONY OF MR. A. L. WEST:

DIRECT EXAMINATION.

My name is A. L. West, I am in the restaurant business, and as such can form an idea of more or less accuracy as to the amount of living expenses. I have a very good idea of the amount of her support. In my opinion, Eighty Dollars (\$80.00) would be reasonable money or the reasonable amount to support her. If her children were with her, I think One Hundred Dollars (\$100.00) a month would be reasonable for the support.

CROSS EXAMINATION OF MR. A. L. WEST.

I do not remember ever visiting the home of the Complainant while she and the Respondent were living together, I don't believe that I ever met the Complainant before she married, I never visited her home before she was married. I do not know anything personally of her condition and state of living before she married. She lives now with Mr. Steele. The customary price for board for home of that kind for one person is from Forty to Fifty Dollars per month. I arrive at the Eighty Dollars a month from my own personal expenses. I would not attempt to say what part of this would be used for clothes, I took another expense, a living expense, arriving at the Eighty Dollars, these were board, clothing and living expenses, I would not attempt to say what it would take for each. Mr. Steel lives in the town of Fairhope, he does not run a boarding house, but a private home, I do not know of any other parties paying from Forty to Fifty Dollars a month for board in a private home, my testimony as to Forty or Fifty Dollars a month was not intended for private homes. I would think Thirty or Thirty-five Dollars a month would be in Mr. Steele's home for board, for board alone.

RE-DIRECT EXAMINATION OF MR. A. L. WEST.

Mr. Steele is a married man and maintains his family at Fairhope. While I didn't visit the Respondent's home, yet I saw her and the family when they went out, in my opinion it would require Eighty Dollars (\$80.00) a month for the Complainant alone.

TESTIMONY OF J. T. WORCESTER, AND A WITNESS FOR
RESPONDENT.

My name is J. T. Worcester, I am the Respondent in this case,

and am Forty-two years of age. I am by trade a Marine Engineer, I have not followed this trade for more than six years having had to quit it on account of my failing eyesight, and being unable to do the work, my eyesight is still bad. Since then I have been running a small Dairy farm at my place on Green Branch in Baldwin County, Alabama, at my home which is eleven miles from Fairhope, I have been in that business about four years. It is hard to arrive at any average profit for the Dairy for in the winter time it hardly pays expenses, in the summer time it runs about Eighty Dollars (\$80.00) a month. In the summer time, my gross receipts are about Eighty Dollars (\$80.00) every two weeks, while during the winter they have gone down as low as Twenty Dollars (\$20.00) every two weeks. Aside from my eyesight being impaired, I am otherwise in good health. My brother is interested in the Dairy, and I have to pay him a portion of the earnings. I absolutely have never told my wife that the place where we live is worth Ten Thousand Dollars. There are about one hundred forty acres with this place. We built the home about three years ago. We have other improvements consisting of a barn, chicken house, pump shed and tank. I have bought and sold real estate in that location, and am acquainted with the real estate values. The reasonable value of my home place is not above twenty dollars (\$20.00) per acre, at this time, the reasonable value of the house could not be above Twenty-five Hundred Dollars (\$2500.00) the Insurance Agent would only accept it for Eighteen Hundred Dollars. The reasonable value of the other improvements is Five Hundred Dollars. I owe a mortgage for Eleven Hundred Dollars (\$1100.00) to the Baldwin County Building & Loan Association on the home place. I owe to Rosa a note of Two years standing in the principal sum of Twelve Hundred Dollars (\$1200.00). As one of the heirs of my fathers estate, I have

had to do with the handling of the funds, in the handling of such funds and division of the Estate, I have used the Estate funds and am now indebted to the Estate in the sum of approximately One Thousand Dollars (\$1000.00). I owe three notes of One Hundred Dollars (\$100.00) each, or a total of Three Hundred (\$300.00) against the Dairy cattle. I own an Eighty^{acres}/being about one-half mile from the home place which is reasonable worth Four Hundred Dollars (\$400.00). There are six heirs of my Father's Estate, and it now consists of about One Hundred Sixty acres of cut over land, no water front, with Bad title, with part in litigation. The reasonable value of these lands could not be above Five Dollars (\$5.00) per acre under present conditions. In connection with the Dairy, I have only a small farm to raise feed, and then I do not raise enough but a portion of the feed. The house is in fairly good condition, on the porch, the sheeting has rotted in several places, and will have to be replaced in the next two years. I have consulted Mr. B. F. McMillan, as he has testified, giving such testimony at my request, he has turned over to me about Four Thousand Dollars (\$4000.00), this was for the Estate and my interest thereof was One sixth (1/6). I bought some stock, kept it a little while and sold it, I did not buy any bank stock. Before my wife and I separated, I employed my brother, and other help at times in connection with the Dairy. I have no idea as to the average cost of running my home and maintaining myself, wife and family. Not at any time did my wife spend on the average of Twenty Dollars (\$20.00) a month for clothes. I have a truck, but considered this in the home place, I owe Two Hundred Eighty Dollars (\$280.00) on it. I have a Chevrolet touring car which I figured in as a part of the home place.

CROSS-EXAMINATION OF MR. J. T. WORCESTER.

I cannot form any idea of what it cost me to support the Complainant in the manner she was accustomed to being supported

When she lived with me, I gave her everything she wanted as long as I was able. My home place has no rental value, I would be lucky to get a caretaker to take care of the place, I have never tried to get a caretaker. I stay there and run my Dairy farm. I quit the Marine Engineering business about six years ago, I got married a few months later. Due to this trouble, I have to have my brother and other help to run the Dairy Farm, but she used to help a day or two at the time, I worked regular at it, and have been working regular at it ever since.

MR. McMILLAN----"Are you an able bodied man?"

Yes and no, I am capable of carrying on the work I am now doing.

MR. McMILLAN----"Are you able to support Mrs. Worcester?"

I did it for a while.

MR. McMILLAN----"Are you able to do it now?"

That depends. I never made any such statement to you or anyone else that I would give Mrs. Worcester the home place as a support, I told you that I had agreed to stay at the home place and I would give her support, and I would stay in another house, no, I didn't agree to give her the home place. She was to have the chickens, and support herself off of them. If she would take care of them, they would furnish her support. Since the separation the chickens are on the home place, and I am taking care of them, also the place. I do not know what the chickens would produce, the ones that were on the place when Mrs. Worcester left. I am now getting ten to twelve eggs a day. The Estate of George Hoyle left around four or five hundred acres. My father was the sole devisee of Mr. Hoyle's Estate. The Estate property was once joined in interest with J. W. Newman of Chicago, Illinois, our half interest was sold for Forty Five Hundred Dollars (\$4500.00) in 1928. I have bought three motor vehicles

since our marriage, I now have and operate two of them. In the Newman tract which I have just testified about, our half interest sold for Forty Five Hundred Dollars (\$4500.00) had no improvements, but there was timber, the timber was the valuable part of the land. The land was never timbered before it was sold to Mr. Newman. The picture which you show me is a picture of my home place. My mortgage to the Baldwin County Building and Loan Association is about Eleven Hundred Dollars (\$1100.00) is payable at the rate of Twenty Dollars (\$20.00) per month, it was made in January of this year, in fact, I am a little ahead on the payments. I have in my own name ten cows, they are werty Thirty-five (\$35.00) or Forty Dollars (\$40.00) a piece at the present time, I got some of them for Thirty-five Dollars, some for Forty Dollars, and one for Fifty Dollars, these are all milch cows. I own no stock in any banks now, I sold all I had two or three months ago, I was about One Hundred Dollars ahead, I cannot tell you what I got for the stock. I owe the bank some money by notes on live stock, I expect that I have borrowed my limit. I do business with the First National Bank of Mobile, Bank of Fairhope, Farmer's and Merchants Bank of Foley. The First National Bank of Mobile handles the funds of the Estate, I deposit and check out the money in the Estate funds. There is about Thirty Dollars^{to}/the credit of the Estate in the Bank now, there is no other funds coming into the Estate. I leave the funds there for the payment of taxes. My wife and I owned what is known as the Airy Heights, we sold this to Mrs. Schaaf for around Seventeen Hundred Dollars (\$1700.00) about a year ago. One half was paid cash, and now nearly fifteen hundred Dollars (\$1500.00) has been paid, the balance is secured by Vendor's Lien, it is in the Bank of Fairhope. About six weeks ago the note was given for property for my wife, Complainant and myself, I deposited it in the Bank of Fairhope, as an individual loan to me. About six weeks ago my wife was at home, she was staying there, I was staying in a shed about Seventy-five yards

from the house. The bank of Fairhope had a mortgage on the Complainant's father's house, I took it up to save it. I am not engaged in the business of buying and selling land, I never have sold any land on commission.

ORAL EXAMINATION ON REFERENCE:

I, T. W. Richerson, as Register hereby certify that the foregoing deposition on reference was taken down in writing, it was agreed by Counsel that said evidence be taken by stenographer and left unsigned by the Witnesses at the time and place herein mentioned; that I have personal knowledge of personal identity of said witnesses; 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.

Given under my hand and seal, this 30th day of August,
1930.

A handwritten signature in dark ink, appearing to read 'T. W. Richerson', is written over a horizontal line.

Register.

BALDWIN

The State of Alabama, ~~Mobile~~ County

RUBY WORCESTER,
Complainant,

BALDWIN
Circuit Court of ~~Mobile~~ County
ALABAMA

No.

vs.

J. T. WORCESTER
Defendant

IN EQUITY.

This cause is submitted on motion to confirm the Register's report as to alimony pendente lite and solicitors' fees, and it appearing to the Court that said report was read in open Court and laid over for..... days and that no exceptions have been filed to said report, upon consideration it is ordered that said report be and hereby is confirmed.

It is further ordered that the Respondent forthwith pay to the Complainant the sum of Fif Dollars as alimony pendente lite at the rate of FIFTY Dollars a month from the filing of the bill to the..... day of 192.....; and also the further sum of THREE HUNDRED Dollars as a fee for her solicitors for their services in her behalf in this cause.

It is further ordered that said Respondent pay to the Complainant on the 1st day of each month hereafter, during the pendency of this suit, the sum of FIFTY Dollars. It is further ordered that execution may issue or garnishment proceedings had for the collection of said alimony and solicitors fees if not paid as above ordered

In term time, October 1930

J. W. Hase
Judge.

RECORDED

2
RECORDED

No.

Basel
Circuit Court of Mobile County
Basel
Mobile, Alabama.

IN EQUITY.

Ruby Morant

vs.

J. Morant

DECREE CONFIRMING REGISTER'S
REPORT.

Filed Oct 9th 1930
T. M. Richardson
Register

Ent. Min. No. Page

RUBY WORCESTER,
Complainant,

-vs-

JOSEPH T. WORCESTER,
Respondent.

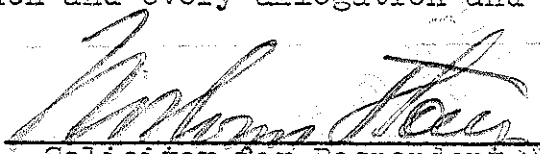
IN THE CIRCUIT COURT-EQUITY SIDE
STATE OF ALABAMA
BALDWIN COUNTY.

Amended
ANSWER OF RESPONDENT TO ORIGINAL BILL OF COMPLAINT.

Comes the Respondent, Joseph T. Worcester, and for answer to the Original Bill of Complaint in this cause filed and to each paragraph thereof, separately and severally, says:

FIRST:

Respondent denies each and every allegation and demands strict proof thereof.


Solicitor for Respondent.

Frankfort, Ala. Sat. 2nd 1731

Hon Francis W. Hare

Monroeville, Ala.

Dear Sir and Judge

Wilda our little girl is
not very well and I am giving her medicine
prescribed by Dr. Graham. I believe I think

The child has been out of school this week;
the doctor advised that I keep her home, and
I don't think it is well for her to go back
to school this week. I will take the
boy out this evening. I don't know what

Mrs. Worcester does, but every time she has
the children there is a doctor bill to pay, and
the Madam seems to enjoy that part. I

can assure you that she loves the children
very much. There are hard words but they are
justified. If she loved the children she would

not drive to complete ruin the one who is
expected to take care of them; she would not
neglect the children until they became sick
and then take them away and from a doctor's
care and attention, she has done this twice.

She would not take them into any such ruinous
circumstances and conditions as she was living in at

hills, Tels. She would not so conduct
 herself as to throw a reflection on the moral
 well fare of the children either present or future
 and radical misconduct and I am well out
 of confessing any more. In the different cages
~~he went into~~ ~~around~~ ~~from~~ ~~the~~ ~~disregard~~
 the presence of the children entirely, I did my
 best to keep the children clear of it but I
 could not. In many ways Mrs. Worcester is
 remarkable woman. She is as shrewd and
 smart as the best of them, and has proved it. In
 physical strength and endurance, as a woman,
 she has no equal, but all of her energies are
 exerted in the wrong direction. She tells
 of some terrible thrashings her father gave her
 but boasts over the fact that she was
 never conquered, and I dare say, that in
 her life she will never be. The woman's
 present condition is common knowledge and she
 should go to some maternity home, but I
 doubt that she does. I think she will fight
 it out in some court some where. I am
 convinced that Mrs. Worcester is not working
 here. The traps that have been set for her

in common. I have received letters and post
 card from women I never heard of, one as
 far off as Chicago. However they all
 remain unopened. On two occasions
 fair on sugar put in my food. I did not eat
 any of the ~~poison~~. But I did drink some
 of the coffee, it took me three or four days to
 get over it. I ask the Madam why she put
 sugar in my coffee, she only laughed. Any-
 way Mr. Brown told me that a man with
 had or could enjoy the privilege of poison-
 ing her husband so long as she did not
 kill him. This thing has been going on for
 three years, there has been no fight and no
 one killed - a miracle.

Mrs. Menster and I are both telling our lies
 in common. She represents to her friends
 that I am very rich and if she can sell more
 she will get a goodly portion of it. I tell my
 friends that I have plenty of money too. She
 tells the yarn to gain prestige, I tell it to
 keep my creditors pacified. The fact of the
 business is that this trouble has gone on until
 all there is left is two children and we are

dragging them in the dirt. When I take them
in the car to go to Florence they look
horrified. Regardless of what ever
happens the children are not to blame and
I am going to do the best I can for
them.

I did my best to keep the disgraceful
affair out of court and from the public
and failed in that, yet I feel that I made
every concession to Mrs. Worcester that I
could. Mrs. Worcester wanted \$5000.00 I
did not have it, so she put me \$5000.00 in debt
just for fun. Yours ever truly
J. T. Worcester

The State of Alabama, }
 Baldwin County Circuit Court of Baldwin County, In Equity

To Any Sheriff of the State of Alabama--GREETING:

WE COMMAND YOU, That you summon J.T.Worcester,

of Baldwin County, to be and appear before the Judge of the Circuit Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by Ruby Worcester,

against said J.T.Worcester,

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, T. W. Richerson, Register of said Circuit Court, this 26th day of May 1930.

T. W. Richerson Register

N. B.—Any party defendant is entitled to a copy of the bill upon application to the Register.

Argued
SERVE ON **RECORDED**
Circuit Court of Baldwin County
In Equity

No. _____

SUMMONS

Ruby Worcester

vs.

J.T. Worcester,

Beebe & Hall,

Solicitor for Complainant

Recorded in Vol _____ Page _____

**THE STATE OF ALABAMA,
BALDWIN COUNTY**

Received in office this 26
day of May 1934

Sheriff.

Executed this 26 day of

May 1934

by leaving a copy of the within Summons with

J.T. Worcester

. Defendant.

R. L. ...

Sheriff.

By

Deputy Sheriff.

The State of Alabama, }
Baldwin County } Circuit Court of Baldwin County, In Equity

To Any Sheriff of the State of Alabama--GREETING:

WE COMMAND YOU, That you summon _____

Joseph T. Worcester

of Baldwin County, to be and appear before the Judge of the Circuit Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer, plead or demur, without oath, to ~~a~~ ^{an amended bill or complaint} ~~Bill of Complaint~~ lately exhibited by

Ruby Worcester

against said _____

Joseph T. Worcester

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, T. W. Richerson, Register of said Circuit Court, this 11th day of

August, 193 0

T. W. Richerson Register

N. B.--Any party defendant is entitled to a copy of the bill upon application to the Register.

ORIGINAL

SERVE ON Joseph T. Worcester
Circuit Court of Baldwin County
In Equity

No. _____

SUMMONS

Ruby Worcester

vs.

Joseph Worcester

Beebe & Hall

F. F. Nelson

E. F. McMillen, Jr.

Solicitor for Complainant

THE STATE OF ALABAMA,
BALDWIN COUNTY

Received in office this _____

day of _____ 19____

Sheriff.

Executed this 12th day of

August 1930

by leaving a copy of the within Summons with

Defendant.

R. Worcester

Sheriff.

By

W. H. McMillen

Deputy Sheriff.

RUBY WORCESTER,
Complainant,
vs.

J. T. WORCESTER,
Respondent.

)
) IN THE CIRCUIT COURT-EQUITY SIDE
)
) STATE OF ALABAMA
)
) BALDWIN COUNTY.

ANSWER OF RESPONDENT.

Comes the Respondent, J. T. Worcester, and for answer to the Original Complaint in this cause filed and to each paragraph thereof, says:

1. That the Respondent admits the allegations of paragraph "FIRST".
2. That the Respondent admits the allegations of paragraph "SECOND".
3. That the Respondent denies all of the allegations contained in paragraph "THIRD" and demands strict proof thereof.


Solicitor for Respondent.

STATE OF ALABAMA, §
 * IN THE CIRCUIT COURT OF SAID COUNTY, IN EQUITY.
COUNTY OF BALDWIN. §
 No. _____

TO THE HONORABLE F. W. HARE, JUDGE OF SAID COURT:

Humbly complaining your oratrix, Ruby Worcester, brings this her bill of complaint against Joseph T. Worcester, as respondent, and respectfully shows:

FIRST.

Complainant and respondent are each over the age of twenty-one years and both of them reside at or near Fairhope in Baldwin County, Alabama. Both of them are bona fide residents of Baldwin County, Alabama and have been such residents for more than five years next preceding the filing of this bill of complaint continuously.

SECOND.

Complainant and respondent were married to each other in Fairhope, Baldwin County, Alabama, on or about July 28th, 1925, and they lived together as man and wife following said marriage until April 20th, 1930 when they separated for the reasons hereinafter stated and since the said separation, complainant has resided at the home of Mr. and Mrs. W. E. Steele who are old family friends of complainant, at Fairhope, Alabama.

THIRD.

For a considerable while the respondent has unfairly and falsely accused this complainant of intimacy with other men, which accusations were wholly false and complainant verily believes that the said Joseph T. Worcester knew that they were false and that he only made the accusations for the purpose of creating a situation where he could separate and get a divorce from complainant but complainant alleges that throughout her life she has been a virtuous woman and throughout her marriage to the respondent she has been absolutely true and faithful to her marriage vows. Complainant further alleges that on numerous occasions the respondent has tried to force complainant to get a divorce from him and when she protested he has threatened her life and she further alleges that the respondent has committed actual violence on the person of complainant, attended with danger to her

life or health and from his conduct there is reason to apprehend such violence. On the morning complainant and respondent were separated from each other as herein alleged, the respondent again told complainant that she must get a divorce and when complainant demurred, the respondent told her that if she didn't get a divorce there would be a "murder on the hill,"

FOURTH.

Complainant further alleges that of the said marriage between complainant and respondent, two children were born, viz: Wilda Worcester, a daughter, who is now four years of age and B. K. Worcester, a son, who is now two years of age. The said infant children have, throughout their lives, lived with, loved and are loved by complainant who is their mother but on to-wit; July 12th, 1930, the respondent persuaded the said children to get into his car and while complainant was in the house where she lived with the respondent, ~~xxx~~ the respondent then took the children away. Complainant doesn't know where they are but the respondent tells her that he has sent them to Long Island in the State of New York, where he has a sister living. Complainant further avers that she is a woman of good character and is the proper person to have the custody and care of the said children and that because of their tender ages they sorely need the love, care and affection of their mother and the respondent is not a proper person to have the custody and care of said children, mainly because he is away from home so much and cannot look after them. Complainant further avers that the welfare of the said children demands that they be restored to their mother.

FIFTH.

Complainant further avers that the respondent, Joseph T. Worcester, is an able-bodied man, capable of making and does make a good income, besides which he has considerable property, both real and personal in Baldwin County, Alabama, and probably elsewhere. Complainant has no means of her own and no means to employ counsel to represent her in this cause and she avers that because of the matters and things hereinabove alleged she has a right to alimony pendenti lite, and permanent alimony and to solicitors fees for representing her in this cause.

PRAYER FOR PROCESS.

The premises considered, complainant prays that your Honor will take jurisdiction of the cause made by this bill of complaint, that by proper process issuing to him from this court, the said Joseph T. Worcester, be made a party respondent hereto and be required to answer the charges herein made against him in all things as required by the rules and practices of this court.

Complainant further prays that your Honor will grant to her a reference to ascertain what would be a reasonable alimony for her support pendente lite and a reasonable sum to be paid to her solicitor in this cause for representing complainant in this cause and will enter an order requiring the respondent to pay the same.

PRAYER FOR RELIEF

Complainant further prays that your Honor will grant to complainant the care and custody of the aforesaid minor children and will enter an order requiring the respondent by such means and in such manner as to your Honor seems meet and proper, to restore said minors to complainant and that complainant be awarded the permanent custody of said minor children. Complainant further prays that upon hearing the said cause your Honors will order, adjudge and decree that the bonds of matrimony heretofore existing between complainant and respondent be forever dissolved, that the respondent be required to pay your complainant as permanent alimony for the support and maintenance of herself and children, such sum as may under all the circumstances and conditions be proper. Complainant further prays for such other, further and different relief as in equity and good conscience may be due her in the premises.

Beale & Stael
F. F. Nelson
Attorneys for Complainant

FOOT NOTE: The respondent, Joseph T. Worcester, is required to answer each and every allegation and paragraph of the foregoing bill of complaint, but his oath thereto is hereby expressly waived.

Beale & Stael
F. F. Nelson
Attorneys for Respondent

This happened about 20 months ago

Synopsis of Proposed Compromise.

1st. Mrs. Worcester was to have \$400, \$200 cash, \$200 in six months at eight percent. All pultry at the home and all rights thereunto pertaining, was also to be Mrs. Worcester's. Also Mrs. Worcester was to be furnished fifty bushels of grain each and every year by J. T. Worcester.

2nd. J. T. Worcester was to forfeit his right to eat or sleep in the home, but reserved the right to see the children at all reasonable times. The children were not to be taken from the state or county, except by mutual agreement of the parents.

3rd. In event Mrs. Worcester should re-marry, she forfeited all right to the home and children. The same clause in regard to J. T. Worcester, with the clause that should Worcester re-marry, he was to provide for the children in a reasonable way.

4th. Men were not to be entertained at or about the home by Mrs. Worcester. Women were not to be entertained at or about the home by J. T. Worcester.

5th. J. T. Worcester was to provide for the household in way of food and clothing for the children. Mrs. Worcester was to provide for herself in way of clothing and spending money.

6th. The legal custody of the children was to remain with the Judge of this Judicial District. Such custody conditionally placed with Mrs. Worcester, but through any misconduct on the part of Mrs. Worcester of the nature that would throw any moral reflection, or impair the moral well-being of the children, Mrs. Worcester was to forfeit every right to the children and home. This held good also in case of voluntary abandonment of the home or children on the part of Mrs. Worcester. This agreement was made and agreed to in the presence of witnesses.

This proposed agreement was and arrangement
made by J. G. Gilby, Mrs. Ethel Gilby, Mrs.
Libert J. T. Worcester and Ruby Worcester.

The agreement was drawn by Herbert Hall
and Morison Stone. Mrs. Worcester took it
tating in fact that she would receive \$5000.00
nothing of right and received the same as to
any possible claim to the child.

It was understood that the child was to be
placed in the home of the child's mother
and that the child was to be under the
control of the mother.

It was further understood that the child was to be
placed in the home of the child's mother
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and that the child was to be under the
control of the mother.

~~J.T. WORCESTER~~, Complainant

VS.

~~RUBY WORCESTER~~, Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
IN EQUITY.

This cause coming on to be heard is submitted for final decree on both the original and cross bills, and the pleadings and proof as noted by the Register.

Upon consideration of said pleading and proof I am of the opinion that neither the complainant nor the cross-complainant are entitled to relief.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Bill of Complaint in this cause be dismissed, but without prejudice. It is further, ordered, adjudged and decreed that the cross-bill of the respondent is also dismissed, but without prejudice.

This the 25th day of February, 1932.

FILED FEBRUARY 25, 1932.

F.W. HARE,
Judge.

ORIGINAL DEGREE

COPY

J.T. WORCESTER

COMPLAINANT

vs.

RUBY WORCESTER

DEFENDANT

FILED FEBRUARY 25, 1932.

F.W. HARE, Clerk

FINAL DECREE.

C O P Y .

T. WORCESTER,

Complainant

vs.

RUBY WORCESTER,

Defendant

Filed February 25, 1932.

T. W. Richerson, Clerk.

FEB 25 1932
F. H. HARRIS

This the 22th day of February, 1932.
without prejudice.

That the cross-petition of the respondent is also dismissed, but
not prejudice. It is further ordered, adjudge and decreed
that the bill of complaint in this cause be dismissed, but with-
in 15 days hereof, ORDERED, ADJUDGED AND DECREED by the court
and entitled to relief.

obtain that neither the complainant nor the cross-complainant
Upon consideration of said petition and briefs of the
and brief as noted by the Registrar.

decreed on both the original and cross bills, and the proceedings
were cause coming on to be heard is adjourned for later.

~~ANDY WORCESTER~~ Hochberg

as.

~~ANDY WORCESTER~~ Complainant

IN WITNESS
BY DAVID L. COHEN, ATTORNEY
IN THE CIRCUIT COURT OF

TWENTY-FIRST JUDICIAL CIRCUIT
F. W. HARE, JUDGE
MONROEVILLE, ALABAMA



Mr. T. W. Richardson,

Bay Minette, Alabama

T. W. Richardson

After five days return to
W. RICHERRSON
AND CLERK OF THE CIRCUIT
COURT, BALDWIN COUNTY
BAY MINETTE, ALA.



T.W.Richerson
Bay Minette Ala.

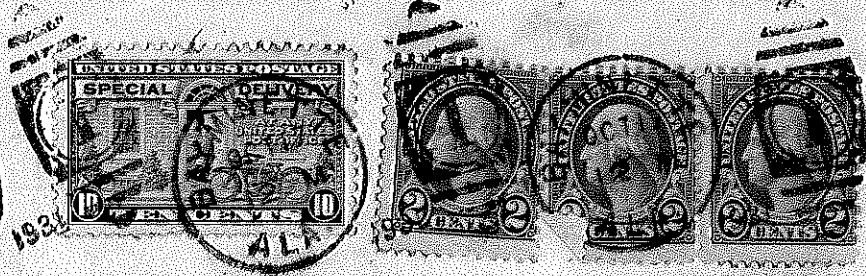
Worcester
airmail, Ala



Hon. Francis M. Hale
Monroeville
Alabama.

*Deposition of Dr. J. B. Hadden taken
on by me this 29 day of November 1921
Walter E. Courtney*

After five days return to
T. W. RICHESON
REGISTER AND CLERK OF THE CIRCUIT
COURT, BALDWIN COUNTY
BAY MINETTE, ALA.



Special Delivery

Hon. F. W. Hare
Monroeville Ala

*Worcester
vs
Worcester*