

Contract Or Agreement

KNOW ALL MEN BY THESE PRESENTS. That Sam Ard and Rela Ard his wife of Robertsdale Alabama. is held and firmly bound unto Phill Ard of Robertsdale Alabama his Heirs executors and administrators and Assigns in the penal sum of EIGHT HUNDRED DOLLARS (\$800.00 ) For the due payment Whereof the said Sam Ard and Rela Ard binds themselves their Heirs Executors Administrators and assigns firmly by these presents, dated this Sixteenth day of December AD 1929.

Whereas the said Phill Ard has this day contracted with the said Sam Ard and Rela Ard to purchase from them the following described plot of land the Northwest quarter ( NW 1/4 ) of the Northwest quarter ( NW 1/4 ) of the Northeast quarter ( NE 1/4 ) of Section Thirty Two ( 32 ) Township Five ( 5 ) South Range Four ( 4 ) East in Baldwin County Alabama and containing Ten ( 10 ) acres more or less

For which the said Sam Ard And Rela Ard agrees to make and deliver to the said Phill Ard His heirs or assigns Their Statuary Warranty Deed. upon the terms of this contract as follows. That the said Purchase price shall be EIGHT HUNDRED DOLLARS ( \$800.00 ) payable as follows ONE HUNDRED DOLLARS in Cash upon the execution of this contract the receipt of which is hereby acknowledged and the balance of SEVEN HUNDRED DOLLARS to be paid in four annual payments The first payment of TWO HUNDRED DOLLARS shall be Due on the 16th of December 1930 the Second payment of TWO HUNDRED DOLLARS shall be due on the 16th of December 1931 The Third Payment of TWO HUNDRED DOLLARS shall be due on the 16th Day of December 1932 and the Fourth payment of ONE HUNDRED Dollars shall be due on the 16th Day of December 1933. together with interest at Six Per Cent (6% ) from date and payable annually.

the said Phill Ard reserves the right to make settlement at any time Prior to said dates to save interest.

All taxes and assessments levied on the said land shall be paid by the said Phill Ard His Heirs or assigns after the date of this contract, Provided that Time is the essence of this Contract or agreement and if the said Phill Ard His Heirs or Assigns Should become in default of any of the above described payments for Ninety Days or 1<sup>st</sup> Case he shall delinquent in paying Taxes or assessments when and as same may become due and payable by Him under said Contract Then the Total amount shall become due and the said Sam Ard And Rela Ard shall have the right to cancell this contract and take possession of the said premises sell the property as his own

and to retain for its use all monies paid under said Contract and all improvements made upon said property as ascertained and Liquidated Damages due them under said Contract for breach thereof and not as a penalty or in the nature thereof, but if said Phil Ard his Heirs or assigns shall fully perform their part of said contract, then said Sam Ard and Rela Ard shall make and deliver their Statuart Warranty Deed for said property to said Phill Ard his heirs or assigns

Now the condition of this Contract or agreement or Obligation is such that if the said Phill Ard his heirs or assigns shall full comply with the terms of the said Purchase contract and the said Sam Ard and Rela Ard their Heirs or assigns shall upon neglect or Demand or Refuse to make execute and deliver his Deed to said Phill Ard his Heirs or assigns to said Property above mentioned in this Contract, then this Contract or agreement shall remain in full Force and efect Otherwise it shall become NUL and VOID

WITNESS OUR HANDS AND SEALS THIS 16th DAY OF DECEMBER A.D 1929

Signed Sam ard

Signed Rela ard

Witness [Signature]

Witness \_\_\_\_\_

This Contract or Agreement is made in Duplicate

his shoes. I was at the house once or twice a week and He would come over to my house. During that time except for the time he stayed with his granddaughter he did not stay with any of the other children except for a meal<sup>only</sup> for about a week when he stayed with his son Jess. He went to Pensacola and stayed a short while but did not do that often. He ate at the table with Sam's family and was cared for as well as they could. He never made any complaint to me. I do not know what would be a fair board for care as old Mr. Ard got. I have never taken anybody for board but know it is quite a bit of trouble but cannot say how much it would be worth. I knew the kind of treatment he got but do not know just what it would be worth.

CROSS EXAMINATION, MR. HALL

It was in Sam's house where his father stayed. I guess Sam supplied the groceries. Mr. Reuben Ard at the time of his death was up in the seventies and pretty feeble. For about a year and a quarter before his wife's death he could not do any hard work. Sam Ard furnished board for him there. Mr. Reuben Ard built a home out there. I do not know whose money was used but it was built for him and he lived there. I do not know whether or not he turned it over to Sam but when he moved out Sam owned the place and still does. It is the place that his father built and lived in a while, a three room house that would cost about Four Hundred Dollars. The land is worth about fifty dollars an acre. I was not a witness in the Justice Court.

W. D. Casper

J. V. STEADHAM

My name is J. V. Steadham. I married Mr. Sam Ard's daughter and lived about a hundred yards across the road from my father-in-law. Mr. Reuben Ard died at his place but I live there. From the time of his wife's death until his own he stayed with Mr. Sam Ard, most of the time. He stayed at my house ten days before he died. He had been staying with his son Sam. There are five children in Mr. Sam Ard's family. His wife looked out for the old gentleman. I was over at the house during that time working and at all times of the day. Mrs. Ard waited on him

money of his own but did not have any coming in all the time, so we paid for most everything he needed. Sometimes he paid for his shave

or hair cut but not often. Not all the food we used on the table was raised in our place as we do not like garden stuff much. I did not help much in the field but sold butter and handled chickens and bought most of the groceries in that way, Except once in a while Sam would give me a little money to help. I do not know just how much the care I gave My father-in-law was worth but none of the other children would take him. His daughter in Birmingham wanted him to go with her but he would not. Mr. Ard did not eat expensive foods and was pleased with what I fixed him but forty cents a day is the cheapest I would take anyone to take care of, even my own father. I do not think that runs up so much a month. I cared for him as well as fixed his meals. I never had a cross word with him.

CROSS EXAMINATION, MR. HALL

Neither my husband nor I invited his father to come and live with us though he was welcome. He sold his place to Rob Mattingly who was to pay for it so much a year but did not do so. He told me that when Rob paid him he would give me something for caring for him. Rob Mattingly never paid for the place. Mr. Reuben Ard, my husband's father, was seventy-six years old at the time of his death. He built the place near us and later let Sam have it. They had a contract but it fell through. He was to buy the place from Sam. Mr. Ard built the house and later turned it and the land over to Sam who paid him Three hundred dollars in cash. It is not a fact that he agreed to pay this and never paid him. The old gentleman divided the money out among the children. Sam was to pay three hundred dollars and paid two hundred in cash and was allowed a hundred as his share like the others got.

I was in the Justice Court where Mrs. Gideons as Administratrix sued me. Mr. Ard never gave me any property for taking care of him. I did not take the stand in the Justice Court. They would not let me.

Rebecca Ard

We, VIRGINIA E. CRENSHAW and ORVIS M. BROWN, commissioners named in the foregoing commission, hereby certify that on the 14th day of June, 1935 we caused the witnesses hereinabove named to appear before us at the office of Orvis M. Brown in Robertsdale, Alabama where, after being duly sworn and upon examination by E. G. Rickarby, Esq., Solicitor for Complainant, and Hubert M. Hall, Esq., Solicitor for Respondent, they testified as is herein set forth; that their testimonies were taken down by us as near as might be in the language of each witness and that after having been written down was read over and signed by the witnesses in our presence.

We further certify that we are neither of counsel or of kin of either party in said cause or in any way interested in the result thereof.

Witness our hands and seals this the 18th day of June, 1935.

Virginia E. Crenshaw (SEAL)

Orvis M. Brown (SEAL)

Commissioners.

It is agreed by counsel for the parties that the testimony of the witnesses, Mrs. Mary V. Gleich, W. D. Creamer, J. V. Steadham and Mrs. Relia Ard shall be transcribed in question and answer form, that the signature of the witnesses thereto be waived and that said testimony may be offered in evidence subject only to such objections as might be interposed were said testimony in narrative form and signed.

*Elliott G. P. Kirby*  
Solicitor for Relia Ard.

*Deke & Hare*  
Solicitor for Abashaba Gideons, Admx.

The State of Alabama, }  
Baldwin County

CIRCUIT COURT

To Miss Virginia Crenshaw, and/or Mr. Orvis M. Brown,

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 Mrs. Mary V. Glide, Mrs. Chloe Steadham, Mrs. Relia Ard, Sam Ard and W. D. Creamer,

as witnesses in behalf of Complainant, in a cause pending in our Circuit Court of Baldwin County, of said State, wherein

Relia Ard,

Complainant

and

Abashaba Gideons, Admx,

Defendant,

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

Witness 31st day of May 19 35

*Robert S. Duck*

REGISTER

COMMISSIONER'S FEE, \$ \_\_\_\_\_

WITNESS' FEES, \$ \_\_\_\_\_

RELIA ARD,  
Complainant.

vs

ABASHABA GIDEONS, Admx., et al,  
Respondent.

EQUITY

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

DEPOSITIONS OF MRS. MARY V. GLEICH, MRS. CHLOE STEADHAM,  
J. V. STEADHAM, W. D. CREAMER and MRS. RELIA ARD, WITNESSES FOR  
COMPLAINANT, RELIA ARD.

The said witnesses, being duly sworn, upon examination by  
E. G. Rickarby, Esq., Solicitor for Complainant, and cross examined by  
Hubert M. Hall, Esq. of counsel for Respondent, testified as follows:

MRS. MARY V. GLEICH

My name is Mary V. Gleich and I have known Mr. and Mrs. Sam  
Ard about ten years or eleven. I do not know positively how far I  
live from them but it is in sight of their home and hardly a quarter  
of a mile distance. I knew Mr. Reuben Ard. He lived with Mr. and Mrs  
Sam Ard from his wife's death up to the time of his own and got his  
meals and made his home there. During that time I went frequently  
over to Sam's house and Mr. Reuben Ard would be there. He was not in  
good health then, not able to do anything and always complaining.  
He could walk around, however. During the last year of his life his  
health was about the same until toward the last though he was not able  
to get around good. Mrs. Relia Ard dressed him and cared for him. He  
would come over to my house during that time and did not stay with  
any of the children except Mrs. Ard that I know of. I did not see  
Mrs. Relia Ard help dress him and put on his shoes but I had heard of  
her doing so and have seen her waiting on him when I was at the house.  
His attitude toward his son and daughter-in-law was friendly. I do  
not remember the date when Mrs. Reuben Ard died but remember the time  
Mr. Reuben Ard moved to Sam's house, either that night or the next and  
stayed there from then on.



CROSS EXAMINATION BY HUBERT HALL, ESQ.

I could not say positively how long Mr. Reuben Ard stayed with Mrs. Sam Ard but he was there from the time of his wife's death until a few days before he died. He did not visit the other children that I know of. He might have but if so I could not say. I saw him every two or three days. I have never seen him at work on Mr. Sam's place but he would sometimes go out and shoot birds in the fields. He said he was not able to work.

He was the father of Sam Ard and Mrs. Relia Ard is Sam's wife. Mr. Reuben Ard had a place out there not far from Sam's and Sam took it over. I think they say that Joe Petelinski now lives on it. I know when Reuben Ard sold the place to Sam and he to Petelinski I never heard Mrs. Relia Ard say she was claiming board against Mr. Reuben Ard or that he was just living there with his son. She did not say anything to me about it. He lived there during his lifetime. I know Mrs. Abashaba Gideons and was a witness in the Justice Court when Mrs. Relia Ard sued Mrs. Gideons. In that case Mrs. Relia Ard said that her father-in-law gave her the dresser but she did not say it was for caring for him. These things were turned over to Mrs. Relia Ard. I do not know who built the place on the land on which Mr. Reuben Ard formerly lived. I do not know whose money built it. He went to Pensacola and came back and put up the house which was generally known as his place and his home. I do not know of Mr. Sam Ard saying soon after his father's death that he owed Three Hundred Dollars on the place.

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MRS. CHLOE STEADHAM

My name is Chloe Steadham and Mrs. Relia Ard is my Stepmother. Since my grandmother's death I have lived about a hundred yards across the road from my father and Stepmother. Mr. Reuben Ard was my grandfather and after my grandmother's death lived with my Dad and Stepmother most of the time. He did not live with anyone else except for a few days at a time. He was not in good health but was lame and not able to do any work. Mrs. Relia Ard cared for him. He

was even more feeble before his death and my Stepmother looked out for him until about ten days before his death when I cared for him. In his lifetime He could not put on the shoes or stocking of but one foot and either my Stepmother or some of the kids would do this for him. He did not stay with any other member of the family but got his meals at Sam Ard's place. I have never taken boarders and do not know what board and home for a single man would be worth. My grandfather stayed at my father's place from his wife's death until his own.

CROSS EXAMINATION, MR. HALL

I was at my home when Mr. Reuben Ard built his place. I do not know who built the house on the land or whose money was used. I do not know that my grandfather let my father have the place. I did not hear them make any trade. He bought the land from Sam Ard. The house on the land is a finished three room house with a well and twenty acres. My grandfather stayed with my father.

REDIRECT

My grandfather stayed with my father and Mrs. Relia Ard ran the house and cared for him when he was staying there.

*Mrs. Chloe Steadham.*

W. D. CREAMER

My name is W. D. Creamer. I knew Mr. Reuben Ard and know Sam and Mrs. Relia Ard. I remember when Mrs. Reuben Ard, Sam's mother, died. I was living at that time about two hundred and fifty yards from their place and still live there. After Mrs. Reuben Ard's death Mr. Ard made his home with Sam and I saw him there almost every day. During that time he did not live anywhere else unless it was for a few days up to about ten days before he died. He was with Sam up to that time. While living there he was not in good health. He could get around but was lame in one hip and would drag one leg. He did not do any active work except one year when he helped us out potatoes. He sat in a chair and helped. This is about all I remember that he did or that I saw him do when he was staying with Sam. I did not see him do field work. Sam's wife cared for him and helped him put on

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RELLA ARD,

Complainant.

vs

ABASHABA GUDONS, Admx.,

Respondent.

DEPOSITIONS OF L. GLENDINNING  
AND SAM ARD, WITNESSES  
FOR COMPLAINANT, RELIA ARD.

ELLIOTT G. RICKARBY

LAWYER

NAIRHOPE, ALABAMA

45

RELIA ARD,

Complainant.

VS

ABASHABA GIDDONS, Admx., et al,

Respondent.

DEPOSITIONS OF MRS. MARY V. GLEICH,  
MRS. CHLOE STEADHAM, J. V.  
STEADHAM, W. D. OREAMER, and  
MRS. RELIA ARD, WITNESSES FOR  
COMPLAINANT, RELIA ARD.

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ELLIOTT G. RICKARBY

LAWYER

ROBERTSDALE, ALABAMA

The State of Alabama, }  
Baldwin County

CIRCUIT COURT

To Virginia Crenshaw.

Robertsdale Ala.

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 Clarence Langer I Glendinning Relia Ard and Sam Ard.

as witnesses in behalf of The Complainant. in a cause pending in our Circuit Court of Baldwin County, of said State, wherein Relia Ard.

Complainant  
and Abashaba. Gideons.

Defendant,

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

Witness 8th day of August 19 35.

*Robert L. Welch*

REGISTER

COMMISSIONER'S FEE, \$ 5.00 Paid

WITNESS' FEES, \$ \_\_\_\_\_

RELIA ARD,  
Complainant.

E Q U I T Y

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

vs

ABASHABA GIDEONS, Admx.  
Respondent.

DEPOSITIONS OF L. GLENDINNING and SAM ARD,  
WITNESSES FOR COMPLAINANT, RELIA ARD

The said witnesses appeared before the Commissioner at the time and place hereinafter stated and being first duly sworn, upon examination by Elliott. G. Rickarby, Esq., Solicitor for Complainant, and Hubert M. Hall, Esq., Solicitor for Respondent, testified as is hereinafter set forth.

MR. L. GLENDINNING

My home is in Robertsedale, Alabama. In the year of 1929 I knew Mr. Reuben Ard. I also knew Mr. Sam Ard and Mrs. Relia Ard, his wife. At that time and at present I was and am a Notary Public. It was my duty among other things to draw deeds, papers and documents for people. The paper here, marked "Exhibit A", was drawn up by me. It was done a good while ago. Mr. Phil Ard, Sam Ard and his wife all together came to my office and Mr. Phil Ard with the help of Sam gave me the idea of writing that document up, and I wrote it up in the best legal form I knew how. Mr. Phil Ard told me what to put in it. I typed the paper myself, making it in duplicate. Then I read it off in the presence of the three and it was confirmed by them before it was signed. Mr. Phil Ard, or Reuben Ard, said it was exactly what he wanted. Mr. and Mrs. Sam Ard signed it at that time. These two documents that you have on your desk are the two papers I drew up. I gave one copy to each of the parties. I do not know who paid me for drawing up the paper but I suppose I was paid at that time.

done. The next day Mrs. ~~Gidions~~ came in a car to get the chickens to sell but I did not let her have them. My son-in-law had rented the place and was to pay \$25.00 rent during that year and we agreed that we would sell the things on the place to pay funeral expenses. When Mrs. ~~Gidions~~ came down she ordered my son to get off the place at once. He had started planting and did not want to move unless he could get a part of his money back. He did not want to leave his crops on the place. So she agreed to pay him \$25.00 if he would move off the place. She wanted to sell the chickens to pay him off but I said we could not do that as we had already agreed to use the money coming from them to pay funeral expenses, as had been arranged during father's lifetime. When my father was living with me I knew the kind of board and treatment he received. I have made a few inquiries as to how much board and care such as he received would be worth and am of the opinion that \$12.00 a month would be a reasonable rate for what was done for him. When my father's other place, not the one I contracted to sell him, was to be sold I talked to Mr. Svetlik about buying it as he owned land around it. I brought Mr. Svetlik to this office to talk about buying the place and he afterward did buy it.

CROSS EXAMINATION-MRI HALL

Mr. Phil Ard or Reuben Ard was my father. I thought I was his favorite child as he treated me that way. He apparently thought more of me than he did of the other children. He spent time at my place even when he was able to walk around and was in better health. For the past fifteen years hardly twenty-four hours ever passed that he did not come over to my place. I always invited him to come to my house. After he became disabled I invited him to come also and always made him welcome. I did not ever mention charging him board or anything for caring for him but he said we would be repaid for it. He said we would get something for taking care of him but we did not ever charge him anything. There was never any agreement reached as to board. A few days after his death most of my sisters and brothers met at my place to look things over and discuss what to do with them. I do not remember which one mentioned that I owed the estate Three Hundred Dollars but I do remember that one of them did. I did not

say anything one way or the other. I did not give any written instrument to my father or he to me giving notice that I had forfeited the contract made as to the land.

Sam Ard.

I, VIRGINIA E. ORENSHAW, Commissioner named in the foregoing Commission, hereby certify that on the 14th day of August, 1935 I caused the witnesses hereinabove named to appear before me at the office of Elliott G. Rickarby, Esq. in Robertsdale, Alabama, where after being duly sworn and upon examination by Elliott G. Rickarby, Esq., Solicitor for Complainant, and Hubert M. Hall, Esq., Solicitor for Respondent, they testified as is herein set forth; that their testimony was taken down by me as near as might be in the language of each witness, reduced to writing and read over and signed by them in my presence.

I further certify that I am neither of counsel nor of kin to either party in said cause or in any way interested in the result thereof.

Witness my hand and seal this the 16th day of August, 1935.

Virginia Orenshaw (SEAL)

Commissioner.



REUBEN N. ARD, DECEASED,  
ESTATE OF.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,  
IN EQUITY,  
NUMBER 45.

Abashaba Gideons being first duly sworn, deposes and  
says as follows:

My name is Abashaba Gideons. I am the Administratrix  
of the Estate of Reuben Ard, deceased, having been heretofore appoint-  
ed and qualified in the Probate Court of Baldwin County, Alabama, on  
April 22, 1932; that said Estate, by order of Court, was transferred  
from the Probate Court to the Circuit Court of Baldwin County, Alabama;

That more than twelve months have elapsed since she was  
appointed and qualified as such Administratrix, and that during all of  
said time she has diligently and to the best of her ability administer-  
ed in and upon the affairs of said Estate; that she, in accordance with  
law, gave notice of her appointment as such Administratrix by publica-  
tion in a newspaper published at Robertsdale, in Baldwin County, Ala-  
bama; that as said Administratrix she received, from the sale of prop-  
erty belonging to the Estate, and for money due the deceased at the  
time of his death, the sum of \$856.90; that all sales of property be-  
longing to the Estate were made in accordance with law, and after she  
had secured proper orders and decrees from the proper court; that a  
correct itemized statement of the moneys received by her as such Ad-  
ministratrix are set out in her petition for final settlement, filed  
October 3, 1934;

That she had paid out, as such Administratrix, on and  
prior to the filing of the petition for final settlement on October 3,  
1934, the sum of \$520.59, as shown by the statement of moneys paid out,  
attached to the petition for final settlement; that soon after the

death of deceased, the father of said Administratrix, the heirs discussed whom should be appointed to handle the affairs of the Estate of their father, and it became necessary for her to make trips to Pensacola in the interest of said Estate; that on April 1, 1932, in accordance with an agreement of the heirs of the Estate, she made a trip to Pensacola to see some of the heirs; that she had to pay C. J. Mattingly the sum of \$3.00 for making the trip; that said amount was reported to and approved by the other heirs of the Estate; <sup>after them down and</sup> that on May 4, 1932, she again had to make a trip to Pensacola and was called upon to pay the sum of \$2.00 as expenses. This trip was also necessary to protect and further the interest of the Estate; that again on June 16, in furtherance and to protect the interest of the Estate, she had to make another trip to Pensacola to see and discuss the matters of the Estate with several of the heirs; that she had to pay \$3.00 for this trip; that again on June 18 and June 20 (Vouchers 15 and 17) she, in accordance with arrangements with the <sup>Some of</sup> other heirs of the Estate, made trips to Pensacola in the interest of the Estate. These trips cost her \$3.00 and \$2.00, respectively; that all of said trips to Pensacola were in the interest of the Estate and to better protect the interest of all the said heirs and to discuss the affairs of the Estate with the heirs;

That she made application to Mrs. Helen Luther of Robertsdale, Alabama, for a bond, which cost her \$10.00 (Voucher 2); that before issuing said bond it was necessary for Mrs. Luther to make a trip to Mobile to secure the execution of the bond; that the expenses of the trip to Mobile were \$1.90, which she, as Administratrix, in order to further and protect the interest of the Estate, paid. (Voucher 41);

That at the time she was requested, or that it was agreed upon by all the heirs, that she should act as Administratrix of the Estate, it was understood that she lived several miles from Robertsdale, and that it would be absolutely necessary from time to time to go into

Robertsdale to discuss the affairs of the Estate with the Attorney representing the Estate, and also to make trips to Bay Minette in attending Court and discussing the affairs of the Estate; that she, accordingly, and in the interest of the Estate, made trips to Roberts- dale on May 5 (Voucher 5), July 27 (Voucher 26), August 27 (Voucher 32); that each of said trips were absolutely necessary and in the interest of the Estate;

That after assuming the duties as administratrix of the Estate, she found that it was necessary to have certain work done in and about the affairs of the Estate, in order to protect the interest of all those involved; that she, accordingly, hired such work done as was ab- solutely necessary, and paid for the same as follows:

April 28 - - - - -	\$2.50	(Voucher 3)
June 18 - - - - -	.40	(Voucher 16)
July 5 - - - - -	2.50	(Voucher 18)
July 5 - - - - -	2.50	(Voucher 19)
July 25 - - - - -	2.00	(Voucher 25)
Oct. 19 - - - - -	5.00	(Voucher 37)
Oct. 26 - - - - -	.25	(Voucher 44)
Oct. 28 - - - - -	.20	(Voucher 45)

That, in accordance with law, she inserted in the papers certain notices as required by law, as follows:

May 14 - - - - -	\$ .50	(Voucher 7)
June 4 - - - - -	2.47	(Voucher 10)
Oct. 20 - - - - -	7.97	(Voucher 43)

That at the time of the death of her father there were owing certain accounts, which she, as Administratrix, paid as follows:

June 2 - - - - -	\$36.37	(Voucher 9)
Oct. 19 - - - - -	5.00	(Voucher 36)
Oct. 19 - - - - -	2.50	(Voucher 42)

That on account of the distance from her home to Bay Minette; *she was advised by her atty J F Nelson.* it was necessary for her, from time to time, in looking after the affairs of the Estate, and solely for the purpose of protecting and safeguarding the interest of the Estate, to make trips to Bay Minette to attend the various proceedings and hearings in the Estate; that she, accordingly, from time to time, made such trips;

May 7	- - - - -	\$3.00	(Voucher 6)
June 16	- - - - -	2.00	(Voucher 13)
June 16	- - - - -	2.20	(Voucher 14)
July 5	- - - - -	1.25	(Voucher 20)
July 6	- - - - -	3.00	(Voucher 21)
July 27	- - - - -	1.00	(Voucher 27)
July 29	- - - - -	3.00	(Voucher 28)
Aug. 6	- - - - -	2.50	(Voucher 29)
Aug. 14	- - - - -	2.00	(Voucher 31)
Oct. 29	- - - - -	3.80	(Voucher 47)
Jan. 29, 1934	- - - - -	5.00	(Voucher 49)
Mar. 5	- - - - -	5.00	(Voucher 50)
April 2	- - - - -	5.00	(Voucher 51)
April 4	- - - - -	3.00	(Voucher 52)

That all of said trips were made solely in the interest of the Estate and many of them in connection with the sale of the personal and real property belonging to said Estate, especially the real property; *but the Comptroller now states what the necessity was* that soon after assuming the duties of Administratrix of said Estate, it was agreed upon by all the heirs that the real property would be sold to one Rogahn; that, accordingly and in conformance with the agreement entered into with all the heirs of the Estate, it was absolutely necessary for her to make several trips to Pensacola to secure the signatures and acknowledgments of the heirs of the Estate, and also to make several trips to Bay Minette to discuss the matter with the Probate Court; that the said Rogahn deposited with her, as such Administratrix, the sum of \$200.00; that said sale was not consummated and the \$200.00 deposited was retained by her, *as Administratrix* in accordance with the contract; that, in accordance with the agreement with the heirs at the time the Rogahn agreement was entered into, certain expenses were incurred and paid by her, as such Administratrix, including trips to Pensacola to have a deed executed by the heirs and acknowledgments to the deed; telephone messages and postage in writing to some of the heirs in Mobile (Vouchers 22, 23, and 24), and also acknowledgments by heirs living in Baldwin County, (Voucher 30), also postage in writing to heirs with reference to said sale (Vouchers 33, 34, and 35);

That the said Reuben Ard, before his death, gave to each of his living children the sum of \$100.00, and also stated that he was going to and wished to give a like amount to the heirs of a deceased daughter; that after his death she took the matter up with the other

heirs as to whether or not payment should be made to the children of his deceased daughter; that it was agreed by all that such payment should be made in view of the fact that all children had already received their respective amount; that accordingly a petition was filed in the Probate Court by her, as Administratrix, asking that she be allowed to pay to Gavans Durden and Hazel Robertson, as children of a deceased daughter, the sum of \$100.00; that <sup>The Probate Court OK'd</sup> an order of the Court was entered authorizing her to make such payments, and she accordingly made them (Voucher 39);

That ~~soon after~~ she ~~was~~ appointed Administratrix, ~~one of~~ <sup>Relin Ard</sup> the heirs, ~~Sam Ard~~, sued ~~her~~ for some property belonging to the Estate, supposedly, and ~~received~~ <sup>was rendered as administratrix</sup> a judgment against her, in the Justice Court of Thomas Vonashek of Robertsdale, Alabama; that the costs of <sup>The suit</sup> Court amounted to \$5.00, which she paid (Voucher 38); that on October 28, 1932, and March 21, 1934, <sup>The Probate Court in accordance with agreement</sup> she paid the burial expenses amounting to \$20.00 and \$165.00 (Vouchers 46 and 53); that she paid to Bose Ard \$14.43 (Voucher 54), in connection with the burial of her deceased father, and also Dr. Hail \$8.00 (Voucher 55) in connection with the last illness; that in addition to this, she paid the taxes on the property on July 30, 1934, totaling \$15.55 (Voucher 57); that from the sale of the property it was necessary that she have and furnish an abstract of title. It was agreed by all the heirs that she employ counsel to prepare the abstract, which she did, and <sup>Probate Court</sup> paid the firm of Hybart, Heard & Chason \$27.50 (Voucher 56);

That she, in order to perform her duties as such Administratrix, had to hire counsel, and on October 19th she paid to Honorable F. F. Nelson \$20.00 on Attorney's fees (Voucher 40); that subsequent to the filing of said final statement, she had paid to Beebe & Hall, as attorneys' fees (\$100.00, and has also made three trips to Bay Minette, and in her opinion she should be allowed at least \$3.00 per trip, making a total of \$9.00; that on January 5, 1933, she had to pay Notary fees amounting to \$1.00 in connection with the execution of deed (Voucher 48)

*there is*  
That ~~she~~ now ~~has~~, in the hands of the Register of the Circuit Court of Baldwin County, Alabama, the sum of \$229.52, which is subject to all the Court costs and commissions due her and the amount which the Court allows for her incidental expenses since the filing of her last statement.

That all moneys paid out by her, as such Administratrix, ~~have been~~ *were in her opinion* to safeguard and protect the Estate and in the interest of all those involved; that no money has been used by her for her own personal use.

Abashaba Gideons  
Abashaba Gideons

No. 1152 In the Matter of Est. Banker N. Arch. Beach  
Abraham Adams Administrator, Executor or Guardian. Residence Boale  
 Attorneys E. P. Peckham & W. H. Mott Docket Page Fee Book Page

DATE	FEES OF PROBATE JUDGE	AMOUNT	DATE	FEES OF PROBATE JUDGE	AMOUNT
	WILL—Order on Presentation, \$1.00			BROUGHT FORWARD	8.75
	Affidavit in Petition for Probate, 25c			Affidavit to Report, 25c	
	Recording Petition, per 100 words, 15c			Recording, per 100 words, 15c	
	Issuing Citation, ent'g Sheriff's Returns, 50c			Appointing Com'r to Divide, and Writ, \$2.00	
	App'ting and Notifying Guard, ad Litem, 50c			Approving Division and Order thereon, \$1.00	
	Issuing Subpoenas for Witness, 50c			App'ting and Notifying Guard, ad Litem, 50c	
	Affidavit of Witnesses, 25c			PARTIAL SETTLEMENT—Affidavit in Acc't, 25c	
	Examining Wit. and order Probating, \$2.00			Affidavit to List of Heirs, 25c	
	Issuing Commission to take Deposition, 50c			Examining, Stating Acc't and Ap. Hear., \$1.00	
	Filing Interrogatories, 10c			Order to Publish Notice of Sale, 50c	
	Copy of same, per 100 words, 15c			App'ting and Notifying Guard, ad Litem, 50c	
	Recording Will, per 100 words, 15c			Examining Vouchers, 10c	
	Recording Testimony, per 100 words, 15c			Administering Affidavits, 25c	
	Certificate, without seal, 25c			Making Decree and Order to Record, \$1.50	
	Certificate, with seal, 50c			Recording same, per 100 words, 15c	
	Presiding at Trial C'nt'd Will, per day, \$2.50			Filing Claims and giving Receipt, 15c	
	LETTERS—Affidavit in Petition, 25c			INSOLVENCY—Affidavit in Report, 25c	
	Recording Petition, per 100 words, 15c	75		Affidavit to Statements, 25c	
	Rec'ding Rel. right to Adm'ner, 100 words, 15c	50		Recording Rep't and Statem't, 100 words, 15c	
	Granting Letters of Administration, 50c	50		Order Appointing Day of Hearing, 25c	
	Issuing and Recording same, 50c			Order to Publish Notice of same, 25c	
	Granting Let. of Gu'd'nship, each minor, 75c			Order for Citations, 25c	
	Issuing, Filing and Recording same, 50c			Iss'g Notice to Creditor Day of Hearing, 50c	
	Taking, App., Filing, Rec. Adm. Bonds, \$1.00	1.00		Order Sustaining Report, 25c	
	Taking, App. Filing, Guard. Bond, \$1.00			Order for Settlement, 25c	
	Affidavit of Justification, 25c			Order to Publish Day of Settlement, 25c	
	Granting Order of Appraisalment, 50c			Issuing Notice of Day of Settlement, 25c	
	Issuing Order of Appraisalment, 25c			Affidavit to Amount of Claims, 25c	
	Recording same, per 100 words, 15c			App'ting and Notifying Guard, ad Litem, 50c	
	Order Removing Executor, Adm. Guard., \$2.00			SALE OF REAL ESTATE—Affidavit in Petition, 25c	
	Order Appointing General Guardian, \$1.00			Recording Petition, per 100 words, 15c	
	Issuing and Recording same, 50c			Order App'tg Day of Hear. and Notice, \$1.00	
	Order Appointing General Administr'r., \$1.00			Order to Publish Notice of same, 50c	
	Issuing and Recording same, 50c			Issuing Citations, Ent'g Sheriff's Return, 50c	
	Order Appointing Adm'r ad Litem, \$1.00			App'ting and Notifying Guard, ad Litem, 50c	
	Issuing and Recording same, 50c			Issuing Commission to take Deposition, 50c	
	HOMESTEAD—Rec. Pet'n for Com., 100 words, 15c			Filing Interrogatories, 10c	
	Record, Order for App., per 100 words, 15c			Copy of Interrogatories, per 100 words, 15c	
	Recording Order for Com., per 100 words, 15c			App'tg Com. to Divide and Issue Writ, \$2.00	
	Notice to Commissioners, 50c			Affidavit to Report of Same, 25c	
	Recording Report of Com., per 100 words, 15c			Order Approving Division and Report, \$1.00	
	Record, Order Setting Apart, 100 words, 15c	1.25		Recording same, per 100 words, 15c	
	INVENTORY—Order to Approve and Record, 50c	50		Hearing Applic'n for Dower, Iss'g Writ, \$4.00	
	Affidavit to same, 25c			Exam'g Testim'y and Grant Ord'r to Sell, \$2.00	
	Recording same, per 100 words, 15c	40		Recording Depositions, per 100 words, 15c	
	SUPPLEMENT INVENTORY—Order App., Rec., 50c			Record. Reliq'm't of Dower, 100 words, 15c	
	Affidavit to same, 25c			Recording Report, per 100 words, 15c	
	Recording same, per 100 words, 15c	25		Rec. Paym't Purchase Money, 100 words, 15c	
	Recording Decree, per 100 words, 15c	65		Making Order on Report of Sale of Land, 75c	
	APPRaisalMENT—Order Approving, Rec., 50c	50		Hear Ap'n to Compel Conveyance, etc., \$2.00	
	Affidavit to same, 25c			FINAL SETTLEMENT—Affidavit in Account, 25c	
	Recording same, per 100 words, 15c	75		Affidavit to Statement of Heirs, 25c	
	SUPPLEMENT APPRAISEMENT—Grant, Order, 50c			Exam'g, Stating and Reporting Acc't, \$1.00	
	Issuing Order of Appraisalment, 25c			Order to Publish Notice of same, 50c	
	Recording Warrant, per 100 words, 15c			App'ting and Notifying Guard, ad Litem, 50c	
	Order to Approve Appraisalment, 50c			Examining Vouchers, 10c	
	Affidavit to same, 25c			Administering Affidavits, 25c	
	Recording same, per 100 words, 15c			Recording same, per 100 words, 15c	
	Recording Decree, per 100 words, 15c			Decree in Final Settlement, 50c	
	SALE OF PERISHABLE PROPERTY—Petition, 25c			SPECIAL PROCEEDINGS—Proceedings for Declara-	
	Recording same, per 100 words, 15c			tion of Unsound Mind and App. Guard. ad	
	Granting Order of Sale, 50c			Litem, \$5.00	
	Issuing Order of Sale, 25c			Recording Decree Relieving Minors, etc., \$1.00	
	App'ting and Notifying Guard, ad Litem, 50c			Proceed to Perpetuate Testimony, per 100	
	Recording, per 100 words, 15c	8.40		words, 20c	
	SALE OF PERSONAL PROPERTY—Petition, 25c			Other Services Relating Thereto, 75c	
	Recording same, per 100 words, 15c			Record. Pro'dings Bind'g Out Appren., \$1.00	
	Granting Order of Sale, 50c				
	Issuing Order of Sale, 25c				
	Order to Publish Notice of Sale, 50c				
	CARRIED FORWARD				
				Total Probate Judge's Fees.	97.25

*Rec'd - 5/22-1931*  
*[Signature]*

TESTIMONY OFFERED AT REFERENCE HELD MAY 15th, 1935 TO AUDIT  
AND PASS UPON THE CORRECTNESS OF ADMINISTRATRIX'S FINAL SETTLE-  
MENT.

This being the day set for the reference to pass up-  
on the final account rendered by the Administratrix, and she, to-  
gether with her solicitor and the solicitor for Relia Ard being  
present, Mrs. Abashaba Gideons being sworn, testified as follows:



REUBEN N. ARD, DECEASED,	)	IN THE CIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA,
ESTATE OF.	)	IN EQUITY,
	)	NUMBER 45.

Abashaba Gideons being first duly sworn, deposes and says as follows:

My name is Abashaba Gideons. I am the Administratrix of the Estate of Reuben Ard, deceased, having been heretofore appointed and qualified in the Probate Court of Baldwin County, Alabama, on April 22, 1932; that said Estate, by order of Court, was transferred from the Probate Court to the Circuit Court of Baldwin County, Alabama;

That more than twelve months have elapsed since she was appointed and qualified as such Administratrix, and that during all of said time she has diligently and to the best of her ability administered in and upon the affairs of said Estate; that she, in accordance with law, gave notice of her appointment as such Administratrix by publication in a newspaper published at Robertsdale, in Baldwin County, Alabama; that as said Administratrix she received, and that there has been paid into Court, from the sale of property belonging to the Estate, and for money due the deceased at the time of his death, the sum of \$856.90; that all sales of property belonging to the Estate were made in accordance with law, and after she had secured proper orders and decrees from the proper court; that a correct itemized statement of the moneys received by her as such Administratrix are set out in her petition for final settlement, filed October 3, 1934;

That she, as such Administratrix, and the Probate Court, on and prior to the filing of the petition for final settlement on October 3, 1934, have paid out the sum of \$520.59, as shown by the statement of moneys paid out, attached to the petition for final settlement; that soon after the death of deceased, the father of said Administratrix, the heirs discussed whom should be appointed to handle the affairs of the Estate of their father,

and it became necessary for her to make trips to Pensacola in the interest of said Estate; that on April 1, 1932, in accordance with an agreement of the heirs of the Estate, she made a trip to Pensacola to see some of the heirs; that she had to pay C. J. Mattingly the sum of \$3.00 for making the trip; that said amount was reported to and approved by the heirs of the Estate, other than Sam Ard; that on May 4, 1932 she again had to make a trip to Pensacola and was called upon to pay the sum of \$2.00 as expenses. This trip was also necessary to protect and further the interest of the Estate; that again on June 16, in furtherance and to protect the interest of the Estate, she had to make another trip to Pensacola to see and discuss the matters of the Estate with several of the heirs; that she had to pay \$3.00 for this trip; that again on June 18 and June 20 (Vouchers 15 and 17) she, in accordance with arrangements with some of the <sup>other</sup> heirs of the Estate, made trips to Pensacola in the interest of the Estate. These trips cost her \$3.00 and \$2.00, respectively; that all of said trips to Pensacola were in the interest of the Estate and to better protect the interest of all the said heirs and to discuss the affairs of the Estate with the heirs;

That she made application to Mrs. Helen Luther of Robertsdale, Alabama, for a bond, which cost her \$10.00 (Voucher 2); that before issuing said bond it was necessary for Mrs. Luther to make a trip to Mobile to secure the execution of the bond; that the expenses of the trip to Mobile were \$1.90, which she, as Administratrix, in order to further and protect the interest of the Estate, paid. (Voucher 41);

That at the time she was requested, or that it was agreed upon by all the heirs, that she should act as Administratrix of the Estate, it was understood that she lived several miles from Robertsdale, and that it would be absolutely necessary from time to time to go into Robertsdale to discuss the affairs of the Estate with the Attorney representing the Estate, and also to make trips

to Bay Minette in attending Court and discussing the affairs of the Estate; that she, accordingly, and in the interest of the Estate, made trips to Robertsedale on May 5 (Voucher 5), July 27 (Voucher 26), August 27 (Voucher 32); that each of said trips were absolutely necessary and in the interest of the Estate;

That after assuming the duties as administratrix of the Estate, she found that it was necessary to have certain work done in and about the affairs of the Estate, in order to protect the interest of all those involved; that she, accordingly, hired such work done as was absolutely necessary, and paid for the same as follows:

April 28- - - - -	\$2.50	(Voucher 3 )
June 18- - - - -	.40	(Voucher 16)
July 5 - - - - -	2.50	(Voucher 18)
July 5 - - - - -	2.50	(Voucher 19)
July 25 - - - - -	2.00	(Voucher 25)
Oct. 19 - - - - -	5.00	(Voucher 37)
Oct. 26 - - - - -	.25	(Voucher 44)
Oct. 28 - - - - -	.20	(Voucher 45)

That, in accordance with law, she inserted in the papers certain notices as required by law, as follows:

May 14 - - - - -	\$ .50	(Voucher 7)
June 4 - - - - -	2.47	(Voucher 10)
Oct. 20 - - - - -	7.97	(Voucher 43)

That at the time of the death of her father there were owing certain accounts, which she, as Administratrix, paid as follows:

June 2 - - - - -	-\$36.37	(Voucher 9)
Oct. 19 - - - - -	5.00	(Voucher 36)
Oct. 19 - - - - -	2.50	(Voucher 42)

That on account of the distance from her home to Bay Minette, she was told by her then attorney, Mr. Nelson, that it was necessary for her, from time to time, in looking after the affairs of the Estate, and solely for the purpose of protecting and safeguarding the interest of the Estate, to make trips to Bay Minette to attend the various proceedings and hearings in the Estate; that she, accordingly, from time to time, made such trips, but she does not know what was done on such occasions or the reason therefor, other than that Mr. Nelson told her it was necessary:

May 7 - - - - -	\$3.00	(Voucher 6)
June 16- - - - -	2.00	(Voucher 13)
June 16- - - - -	2.20	(Voucher 14)
July 5 - - - - -	1.25	(Voucher 20)
July 6 - - - - -	3.00	(Voucher 21)
July 27- - - - -	1.00	(Voucher 27)
July 29- - - - -	3.00	(Voucher 28)
Aug. 6 - - - - -	2.50	(Voucher 29)
Aug. 14- - - - -	2.00	(Voucher 31)
Oct. 29- - - - -	3.80	(Voucher 47)
Jan. 29, 1934- - - - -	5.00	(Voucher 49*)
Mar. 5 - - - - -	5.00	(Voucher 50)
April 2- - - - -	5.00	(Voucher 51)
April 4- - - - -	3.00	(Voucher 52)

That all of said trips were made solely in the interest of the Estate and many of them in connection with the sale of the personal and real property belonging to said Estate, especially the real property, but she cannot now state what the necessity was; that soon after assuming the duties of Administratrix of said Estate, it was agreed upon by all the heirs that the real property would be sold to one Rogahn; that, accordingly and in conformance with the agreement entered into with the heirs of the Estate, she deemed it necessary for her to make several trips to Pensacola to secure the signatures and acknowledgments of the heirs of the Estate, and also to make several trips to Bay Minette to discuss the matter with the Probate Court; that the said Rogahn deposited with her, as such Administratrix, the sum of \$200.00; that said sale was not consummated and the \$200.00 deposited was retained by her, as Administratrix, in accordance with the contract; that, in accordance with the agreement with the heirs at the time the Rogahn agreement was entered into, certain expenses were incurred and paid by her, as such Administratrix, including trips to Pensacola to have a deed executed by the heirs and acknowledgements to the deed; telephone messages and postage in writing to some of the heirs in Mobile (Vouchers 22, 23 and 24), and also acknowledgments by heirs living in Baldwin County, (Voucher 30), also postage in writing to heirs with reference to said sale (Vouchers 33, 34 and 35);

That the said Reuben Ard, before his death, gave to each of his living children the sum of \$100.00, and also stated that he was going to and wished to give a like amount to the heirs of a deceased daughter; that after his death she took the matter up with the other heirs as to whether or not payment should be

made to the children of his deceased daughter; that it was agreed by all that such payment should be made in view of the fact that all children had already received their respective amount; that accordingly a petition was filed in the Probate Court by her, as Administratrix, asking that she be allowed to pay to Gavans Durden and Hazel Robertson, as children of a deceased daughter, the sum of \$100.00; that the Probate Court O. K.'ed said bill authorizing her to make such payments, and she accordingly made them (Voucher 39).

That soon after she was appointed Administratrix, she, <sup>Mrs.</sup> as Administratrix, sued Relia Ard for some property belonging to the Estate and a judgement was rendered against her, as Administratrix, in the Justice Court of Thomas Vonashek of Robertsdale, Alabama; that the costs of Court of this suit amounted to \$5.00, which she paid (Voucher 38); that on October 28, 1932 and March 21, 1934, the Probate Court paid <sup>the burial expenses amounting to \$20.00 and \$165.00 (Vouchers</sup> to Bose Ard \$14.43 (Voucher 54), <sup>and</sup> 46&53) and in connection with the burial of her deceased father, and also Dr. Hail \$8.00 (Voucher 55) in connection with the last illness; that in addition to this, she paid the taxes on the property on July 30, 1934, totaling \$15.55 (Voucher 57); that from the sale of the property it was necessary that she have and furnish an abstract of title. It was agreed by all the heirs that she employ counsel to prepare the abstract, which she did and the Probate Court paid the firm of Hybart, Heard & Chason \$27.50 (Voucher 56);

That she, in order to perform her duties as such Administratrix, had to hire counsel, and on October 19th she paid to Honorable F. F. Nelson \$20.00 on Attorney's fees (Voucher 40); that subsequent to the filing of said final statement, she agreed to pay to Beebe & Hall, as attorneys' fees \$100.00, and has also made three trips to Bay Minette, and in her opinion she should be allowed at least \$3.00 per trip, making a total of \$9.00; that on January 5, 1933, she had to pay Notary fees amounting to \$1.00 in connection with the execution of deed (Voucher 48);

That this is now in the hands of the Register of the

Circuit Court of Baldwin County, Alabama, the sum of \$329.52, which is subject to the Court costs and commissions due her and the amount which the Court allows for her incidental expenses since the filing of her last statement.

That all moneys paid out by her, as such Administratrix were, in her opinion, to safeguard and protect the Estate and in the interest of all those involved; that no money has been used by her for her own personal use.

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TESTIMONY OFFERED AT REFERENCE HELD MAY 15th, 1935 TO AUDIT AND  
PASS UPON THE CORRECTNESS OF ADMINISTRATRIX'S FINAL SETTLEMENT

This being the day set for the reference to pass upon  
the final account rendered by the Administratrix, and she, together  
with her solicitor and the solicitor for Relia Ard being present,  
Mrs. Abashaba Gideons being sworn, testified as follows:

REUBEN ARD, Deceased,  
ESTATE OF.

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

In this cause the Register reports to the Court that he gave notice of the time and place of executing the reference ordered by the decree in said cause on February 28th, 1935, and was attended by the Solicitors of the Complainant and the Respondent.

By agreement of counsel items numbered 2, 3, 5, 7, 8, 9, 10, 16, 17, 18, 19, 22, 23, 24, 25, 26, 30, 33, 34, 35, 36, 37, 40, 42, 43, 44, 45, 46, 48, 53, 54, 55, 56, and 57 as shown in the Administratrix's final statement, totaling \$ \_\_\_\_\_ were admitted without objection. The other items were objected to by the Solicitor for Sam Ard, one of the next of kin of the Decedent, and Nellie Ard, a creditor of record.

The only evidence presented before the Register was the testimony of Abashabe Gideons, The Administratrix of the Estate of Reuben Ard, deceased, who testified that all monies expended by her, as such Administratrix, as shown in the final statement, were in the interest of the Estate and many of them in answer or in accordance with decrees and orders of the court. There was no testimony offered on behalf of either Sam Ard or Nellie Ard.

Upon a careful consideration of the testimony before him, the Register finds:

That all monies expended by the Administratrix were in the interest of the Estate and in accordance with orders and decrees of the Court, and so far as he is able to determine, legal, and that the said Administratrix should be allowed credits for all monies expended.

It further appeared to the Register that, since the filing



of the final statement, by the said administratrix, other and additional amounts have been expended by the administratrix, for which she should be allowed credits upon a final hearing.

Witness my hand and seal of office on this \_\_\_\_\_ day of

June, 1935.

\_\_\_\_\_  
Register.

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I

RELIA ARD and SAM ARD,  
Complainants,  
VS.  
ABASHABA GIDEONS, Admini-  
stratrix,  
Respondent.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,  
IN EQUITY,  
NUMBER 45.

This cause is submitted on behalf of the Respondent in the follow-  
ing papers:

- ✓ 1. Petition for Letters of Administration.
- ✓ 2. Order granting Letters of Administration.
- ✓ 3. Letters of Administration.
- ✓ 4. Petition for sale of perishable property.
- ✓ 5. Petition to sell lands for payment of debts.
- ✓ 6. Order setting day to sell lands to pay debts of Estate.
- ✓ 7. Order authorizing sale of lands to pay debts.
- ✓ 8. Report of sale of lands to pay debts.
- ✓ 9. Confirmation of sale of lands for payment of debts.
- ✓ 10. Petition of Gavin W. Durden and Hazel Robinson for the payment of money given them by Reuben N. Ard, during his lifetime.
- ✓ 11. Order of Probate Court approving said petition.
- ✓ 12. Annual report of Respondent, as Administratrix, filed June 5th, 1933.
- ✓ 13. Order of Probate Court transferring the proceeding from the Probate to the Circuit Court.
- ✓ 14. Summons and complaint, Relia Ard vs. Abashaba Gideons, filed June 12th, 1934.
- ✓ 15. Answer in the cause of Relia Ard vs. Abashaba Gideons.
- ✓ 16. Bill of Complaint, Abashaba Gideons, Administratrix, vs. Relia Ard and Sam Ard.
- ✓ 17. Amended Bill of Complaint, Abashaba Gideons vs. Relia Ard and Sam Ard.
- ✓ 18. Answer of the Respondent, Relia Ard.
- ✓ 19. Answer of the Respondent, Sam Ard.
- ✓ 20. Order for payment of attorneys' fee, filed June 26th, 1935.
- ✓ 21. Request for payment of commissions due Administratrix, filed June 26th, 1935.
- ✓ 22. Petition for final settlement, filed October 3rd, 1934.
- ✓ 23. Testimony taken on reference, filed October 14th, 1935.
- ✓ 24. Report of Register, filed October 14th, 1935.
- ✓ 25. Testimony of the following witnesses:  
Abashaba Gideons; Jess Ard; Mrs. Elsie Yancy; Mrs. Edwina Ghislin; Mrs. Cora Kell; Rob Mattingly; Ethel Mattingly; Bessie Mattingly; Orville Mattingly; and Roy Kell.

  
Register.

The State of Alabama, }  
Baldwin County

RELIA ARD,  
-----  
-----  
Complainant,-----  
vs.  
ABASHABA GIDEONS, Admx,  
-----  
Respondent.  
-----  
Defendant.....

CIRCUIT COURT OF BALDWIN  
COUNTY, ALABAMA

In Equity.

The Complainant, Relia Ard,

requests the oral examination of the following named witnesses, on behalf of the

COMPLAINANT

- viz:

...MRS. MARY V. GLIDE,  
MRS CHLOE STEADHAM  
MRS RELIA ARD,  
SAM ARD and  
W. D. CREAMER,

said witnesses reside in the County of Baldwin,

State of Alabama.

Miss Virginia Crenshaw and Orvis M. Brown who resides at

Robertdale, Alabama...or either of them

or, The Register of this Court is suggested as a suitable person  
to be appointed Commissioner to take the deposition of said witness on such oral examination.

*Elliot G. Rivalby*

Solicitor for Relia Ard, Complainant.

45

Received of Robert S. Duck, Register in Chancery,  
Baldwin County, Alabama, \$6.77, share in the final  
settlement of the Estate of Reuben Ard, Deceased.

Gaven W. Darden

45

Received of Robert S. Duck, Register in Chancery,  
Baldwin County, Alabama, \$13.55, share in the final  
settlement of the Estate of Reuben Ard, Deceased.

Della Hootkorn

RELIA ARD

Complainant

VS.

ABASHABA GIDEONS, Admx,

Respondent.

THE STATE OF ALABAMA  
Baldwin County

IN EQUITY

Circuit Court of Baldwin County

This cause is submitted in behalf of Complainant upon the original Bill of Complaint, ~~trans-~~  
script from Probate Court, Complaint and affidavit in Civil suit of  
Ard vs Gideons, Admx. Answer to Bill of Gideons vs Ard et al, depo-  
sitions of Sam Ard, L. Glendinning, depositions of Relia Ard et al  
and exceptionsto report of Register

and in behalf of Defendant upon

*Robert S. Duck*

Register.  
7.

45

No. 45.

The State of Alabama  
BALDWIN COUNTY

IN EQUITY  
Circuit Court of Baldwin County

RELIAARD,

Complainant

vs.

ABASHABA GIDEONS,

Administratrix,  
Respondent.

NOTE OF TESTIMONY

Filed in Open Court this 27<sup>th</sup>

day of February 1936

Robert S. Duck,

REGISTER