

HOGAN & MITCHELL

ATTORNEYS
AND COUNSELLORS-AT-LAW
CITY BANK BUILDING
MOBILE, ALA.

April 2, 1925.

Hon. T. W. Richerson,
Bay Minette, Ala.

Dear Mr. Richerson:

I observe that an answer has not been filed for Paul Hegedus, Jr., Will younot please render a decree pro confesso against this defendant. The case will then be at issue. Please advise me when this decree has been granted.

Very truly yours,

Jesse F. Hogan

192
261

HERMINA HEGEDUS,

Complainant,

-vs-

PAUL HEGEDUS? Jr., et als.,

Respondents.

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

TO THE HONORABLE T. W. RICHMOND,
REGISTER:

Comes now the complainant, and it appearing that the respondents have not filed their answer to the Bill of Complaint within the time as required by law, moves for a decree pro confesso on personal service against all of said respondents.

Hoyou Mitchell
Solicitors for Complainant.

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 Paul Hedgedus Jr.,

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

Hermina Hedgedus,

against said

Paul Hedgedus Jr.,

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 8th day of April

1925.

T. W. Richerson
Register.

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

Original
ALIAS.

Serve on _____

Circuit Court of Baldwin County
In Equity

Joseph

No. _____

SUMMONS

Hermina Hedgudus

vs.

Paul Hedgudus, Jr.,

Hogan & Mitchell.

Solicitor for Complainant.

Recorded in Vol. _____ Page _____

THE STATE OF ALABAMA
BALDWIN COUNTY

Received in office this _____
day of _____ 192_____

Sheriff.

Executed this *30. 7th* day of
May 192*5*
by leaving a copy of the within summons with
Paul Hedgudus

Defendant.

W. R. Stuart

Sheriff.

By *B. O. Wiggins*

Deputy Sheriff.

ORAL TESTIMONY: NOTICE OF TIME OF TAKING.

LENA DURDEN, COMPLAINANT, :
: IN THE CIRCUIT COURT OF BALDWIN
VS. : COUNTY, ALABAMA.
: ANNA POOS, WILLIAM ECKMAN :
AND FRANK E. ECKMAN, : IN EQUITY.
RESPONDENTS. :

To ANNA POOS, WILLIAM ECKMAN AND FRANK E. ECKMAN,
RESPONDENTS AND CROSS-COMPLAINANTS, OR TO RICKARBY, BEEBE AND HALL,
SOLICITORS FOR RESPONDENTS AND CROSS-COMPLAINANTS IN THE ABOVE
ENTITLED CAUSE:

TAKE NOTICE, that I, T.W. Richerson, Register of the
Circuit Court of Baldwin County, Alabama, will take the testimony
of D.P. Durden, Fred L. Brown, J.M. Smith, Mrs. Alice Morton and W.B.
Durden, all of Robertsdale, Alabama, and Martin Lowell of Fairhope,
Alabama, witnesses for complainant in the above entitled cause;
and that I will proceed to take the testimony of said witnesses
at my office in Bay Minette, Alabama, on the 19th, day of March, 1925,
between the hours of Nine thirty A.M., and Five O'Clock P.M., on
said day, and continue from day to day thereafter until completed.

WITNESS my hand this March 12th, 1925.

T.W. Richerson Register
Circuit Court, Baldwin County, Ala.

The State of Alabama, }
Baldwin County.

No. 261. CIRCUIT COURT, IN EQUITY

Hermina Hedgudus, Complainant

vs.

Paul Hedgudus Jr et al Defendant

In this cause it appears to the Register,

that a Summons requiring the Defendant Paul Hedgudus, Jr.,

to appear and demur, plead to or answer the Bill of Complaint in this cause within thirty days after the service of said Summons upon

was served upon by the Sheriff of County, Alabama, on the day of

192

Said defendant filed Demurrer on November 13th 1920. to Original Bill of Complaint,

And the said Defendant having failed to demur, plead to or answer the said Bill of Complaint to this date, it is now, therefore, on motion of Jesse F. Hogan, Atty for Deft,

ordered and decreed that the said Bill of Complaint in this cause be and it hereby is in all things taken as confessed against the said Paul Hedgudus, Jr.,

This 27th day of April 1925. Defendant aforesaid.

1925

T. W. Hillman

Register.

4

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No. 261. Page

THE STATE OF ALABAMA,
BALDWIN COUNTY.

CIRCUIT COURT IN EQUITY.

Hermina Hedgudus

RECORDED

Vs.

Paul Hedgudus, Jr.

DECREE PRO CONFESSO ON
PERSONAL SERVICE.

BOND
MERRILL

Issued April 27th, 1925. 192

J. W. Belton

Register.

-----X
HERMINA HEGEDUS,
Complainant.

-vs-

PAUL HEGEDUS, Jr., JOHN
HEGEDUS AND JOSEF HEGEDUS,
Defendants.
-----X

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

No. 261.

DEMURRER OF DEFENDANTS JOHN HEGEDUS AND JOSEPH HEGEDUS TO BILL OF COMPLAINT OF HERMINA HEGEDUS, COMPLAINANT.

And now come the defendants, John Hegedus and Joseph Hegedus, by Their Solicitors, Stone & Stone, and demur to the bill of complaint in this cause filed and for cause of demurrer show that:-

F I R S T .

That said bill is not sworn to, being without the oath or affidavit of the complainant or her agent or attorney.

S E C O N D .

That there is no equity in said bill.

WHEREFORE, these two defendants, John Hegedus and Joseph Hegedus, demur to said bill and to all matters and things therein contained, and pray the judgment of this honorable court whether they shall be compelled to make any further or other answer thereto, and pray to be dismissed with their reasonable costs in this be half sustained.

Stone & Stone
SOLICITORS FOR THE DEFENDANTS
JOHN HEGEDUS AND JOSEPH HEGEDUS.

BOND
WEBB WIGG

NO. 261.

DEMURRER OF JOHN AND JOSEPH HEG-
EDUE TO COMPLAINT.

HERMINA HEGEDUS,
Complainant.

-vs-

JOSEPH HEGEDUS, JOHN HEGEDUS &
PAUL HEGEDUS, Jr.,
Defendants.

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

BILL TO SET ASIDE CONVEYANCE.

Filed in this office this the 12th.,
day of October, A. D., 1920.

D. W. Rice 6
Register.

HERMINA HEDEGUS, (IN THE CIRCUIT COURT OF
Complainant,)
-vs- (BALDWIN COUNTY, ALABAMA.
PAUL HEDEGUS et al.)
Respondents, (IN EQUITY,

Comes Complainant and Cross-respondent and for answer to the cross bill of said Respondents and Cross-complainants says:

In answer to second paragraph she denies that the purchase money of the property described in the bill of Complaint was the money of said Respondents but says that the purchase money of said property was the fruit of the joint labor of herself and Paul Hedegus, Sr. and she denies that the transfer of said property to the said Respondents and Cross-complainants was made to them in recognition of their rights in said property but on the contrary said conveyance was made to defraud her of her homestead and dower right in same. And she denies that she had abandoned her husband but charges that she was driven from her home by the said Respondents, that she had not abandoned her homestead right in said property; that she was not a non-resident of the State of Alabama but on the contrary was a resident of the State of Alabama as alleged in her bill.

In answer to third paragraph of said cross-bill she denies each and every allegation therein contained.

In answer to the fourth paragraph of said cross-bill she denies each and every material allegation therein contained, charging facts contrary to the facts set out in her bill.

In answer to paragraph "B" she admits that the Respondents are in possession of said property but denies that their possession is peaceable.

In answer to paragraph "C" she says that she claims a homestead right in said property, under the deed of said property to Paul Hedegus, Sr. dated June 1, 1912, she being the wife of the said Paul Hedegus Sr. and said property being their homestead at the time of the conveyance of said property to the said respondents and cross-complainants and at the time of the filing of this

suit; that the conveyance of said property to said Respondents
or cross-complainants was made by the said Paul Hedegus Sr.
without her knowledge or consent; that she did not join in said
conveyance or acknowledge the same in the manner prescribed by
law; that she has never relinquished her homestead right to
said property.

Rickard & Beebe
Solicitors for Complainant, and
Cross-respondent.

-----X
HERMINA HEGEDUS,
Complainant.

-vs-

PAUL HEGEDUS, Jr., JOHN
HEGEDUS AND JOSEF HEGEDUS,
Defendants.
-----X

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

DEMURRER OF DEFENDANT PAUL HEGEDUS, Jr., TO BILL OF COMPLAINT:-

And now comes the defendant, Paul Hegedus, Jr., by their Solicitors, Stone & Stone, and demurs to the bill of complaint in this cause filed and for grounds thereof shows that:-

FIRST.

There is no equity in said bill.

SECOND.

That said bill is not sworn to, being without the oath or affirmation of the complainant or her agent or attorney.

WHEREFORE this defendant, Paul Hegedus, Jr., demurs to said bill and to all the matters and things therein contained and prays the judgment of this honorable court whether he shall be compelled to make any further or other answer thereto, and prays to be discharged with his reasonable costs in this behalf sustained.



SOLICITORS FOR DEFENDANT PAUL
HEGEDUS, Jr.,

HERMINA HEDEGUS, (IN THE CIRCUIT COURT OF
Complainant,)
-vs- (BALDWIN COUNTY, ALABAMA.
(IN EQUITY,
PAUL HEDEGUS et al,)
Respondents, (

Comes Complainant and Cross-respondent and for answer to the cross bill of said Respondents and Cross-complainants says:

In answer to second paragraph she denies that the purchase money of the property described in the bill of Complaint was the money of said Respondents but says that the purchase money of said property was the fruit of the joint labor of herself and Paul Hedegus, Sr. and she denies that the transfer of said property to the said Respondents and Cross-complainants was made to them in recognition of their rights in said property but on the contrary said conveyance was made to defraud her of her homestead and dower right in same. And she denies that she had abandoned her husband but charges that she was driven from her home by the said Respondents, that she had not abandoned her homestead right in said property; that she was not a non-resident of the State of Alabama but on the contrary was a resident of the State of Alabama as alleged in her bill.

In answer to third paragraph of said cross-bill she denies each and every allegation therein contained.

In answer to the fourth paragraph of said cross-bill she denies each and every material allegation therein contained, charging facts contrary to the facts set out in her bill.

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In answer to paragraph "C" she says that she claims a homestead right in said property, under the deed of said property to Paul Hedegus, Sr. dated June 1, 1912, she being the wife of the said Paul Hedegus Sr. and said property being their homestead at the time of the conveyance of said property to the said respondents and cross-complainants and at the time of the filing of this

suit; that the conveyance of said property to said Respondents or cross-complainants was made by the said Paul Hedegus Sr. without her knowledge or consent; that she did not join in said conveyance or acknowledge the same in the manner prescribed by law; that she has never relinquished her homestead right to said property.

Solicitors for Complainant, and
Cross-respondent.

HAMMERMILL
BOND

HERMINA HEGEDUS, Complainant,)
-Vs-)
PAUL HEGEDUS, Jr., JOHN HEGEDUS,)
and JOSEPH HEGEDUS, Defendants.)
CIRCUIT COURT BALDWIN COUNTY
ALABAMA.
IN EQUITY SITTING.

TO THE HONORABLE JOHN D. LEIGH, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY SITTING;

Comes HERMINA HEGEDUS, and humbly complaining against PAUL HEGEDUS., Jr., JOHN HEGEDUS and JOSEPH HEGEDUS, respectfully shows unto your Honor as follows:

FIRST: That Complainant, the said Hermina Hegedus and Defendants, the said Paul Hegedus Jr., John Hegedus, and Joseph Hegedus, are each over the age of twenty-one years and reside at Elberta, Baldwin County, Alabama.

SECOND: That Complainant is the wife of one Paul Hegedus, Sr., and that the said Defendants are the sons of said Paul Hegedus, Sr. by a former marriage; that on to-wit, June 1st, 1912, the said Paul Hegedus, Sr., and Complainant bought the following described real property, situated in the County of Baldwin, State of Alabama, to-wit:

The East half of Northeast Quarter of Northwest Quarter, of Section Thirty-three, Township Seven South of Range Three East,
That the title to same was taken in the name of said Paul Hegedus, Sr., though the purchase money was the fruits of their joint labors; that Complainant and said Paul Hegedus, Sr., moved on said property, improved it and made it their homestead; that said property ever after the said June 1st, 1912, to this day was occupied and used as their homestead; that said property, together with all improvements thereon is worth less in value than two thousand dollars.

THIRD: That about seven months ago, at the suggestion of her said husband, your Complainant went to the City of Cleveland, Ohio, to procure work as a house servant, that she might contribute her earnings toward the joint estate of Complainant and her said husband; that she procured work and from time to time sent money to her said husband, which she understood was being used toward the improvement of their home or was being saved up for their mutual benefit; that from time to time she

wrote and received letters from her said husband, the usual between husband and wife, between whom there is no breach; that about two months ago she wrote him suggesting that she come home, whereupon, he wrote her directing her not to come home. Other letters followed and still he insisted that she not come home. Fearing that there was some ulterior motive in not wanting her to come home, Complainant gave up her work in Cleveland and came home. Upon arriving here she learned that her said husband had attempted to sell their said home to the said Defendants, Paul Hegedus, Jr. , John Hegedus and Joseph Hegedus, together with all the farm tools, implements and stock; that she went to her home and was refused admittance by the said Defendants, who abused her and forbid her coming on the place; that her said husband was on the premises at the time and knew what was transpiring, but so far as Complainant knows, made no effort to see her and no objections to this treatment of her.

FOURTH: Complainant further alleges that the said attempted conveyance by her said husband of their home and the personal property used in connection therewith was made on or about the 26th day of July, 1920, ; that she did not sign or assent to said conveyance; that it was made to defraud her of her homestead rights in said property, and that her said husband, Paul Hegedus, Sr., has failed to bring the proper court proceedings or to take any action to avoid said attempted conveyance; that she is deprived of her home and is thrown out on the world without home and support and without means to provide them.

WHEREFORE, Complainant prays your Honor will take jurisdiction of this cause and by appropriate process make the said Paul Hegedus Jr, John Hegedus and Joseph, Hegedus parties defendant to this bill and require each of them to plead, answer or demur to this bill of complaint, within the time and under the usual penalties prescribed by law and the practice of this Honorable Court.

Complainant further prays that upon the final hearing of this cause your Honor will adjudge and decree that said attempted conveyance is void, that Complainant's homestead rights in said real property be established, and that the title to said real property be declared and established in the said Paul Hegedus, Sr.

Complainant further prays that upon such final hearing your Honor will issue an order restraining the said Paul Hegedus Jr., John Hegedus and Joseph from interfering with the use and occupation of said real property as a homestead by said Complainant. And your Complainant prays for such other, further, and different relief as in equity she may be entitled.

Rickerby & Beebe
Solicitors for Complainant.

Defendants are each required to answer the foregoing bill, paragraphs First to Fourth inclusive, but not under oath. Oath is hereby expressly waived.

Rickerby & Beebe
Solicitors for Complainant.

HERMINA HEDEGUS,
Complainant,

-vs-

PAUL HEDEGUS et al,
Respondents,

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

(IN EQUITY.
(

Comes Rickarby & Beebe, solicitors for the Com-
plainant, in the above styled cause, and with draw their
appearance for said Complainant and Cross-respondent.

This the 22nd day of April, 1921.

Rickarby & Beebe
Solicitors for Complainant.

The State of Alabama, *Baldwin* County.

CIRCUIT COURT, IN EQUITY.

Hermina Hegedus

Complainant

vs.

Paul Hegedus, Jr., et al

Defendant^s

Deposition of Hermina Hegedus

By virtue of the appointment to take the Deposition, indorsed in writing, on the Interrogatories by the Solicitor filing the same, in the above stated cause pending in said Court of said County, I,

T.W. Richerson

, Register of said Court of said County, have called and

caused to come before me Hermina Hegedus

the witness named in the Interrogatories, and having first sworn the said witness to speak the truth, the whole truth and nothing but the truth, the said witness deposes and says as follows:

To first interrogatory she says:

My name is Hermina Hegedus, I am 46 years old, I reside in Bay Minette Ala, I am the complainant in this cause.

To 2nd ~~erese~~ interrogatory she says:

I am the wife of Paul Hedgedus Sr, who is the father of the ~~Paul Jr. John and Joseph Hedgedus,~~ defendants in this cause. / Paul Hedgedus Sr, and I were husband and wife in July, 1920, I lived at that time temporarily in Cleveland, Ohio, I was in Cleveland 7 months. I lived in Cleveland temporarily to assist my husband to improve farm.

In answer to 3rd interrogatory She says:-

My husband owned the E $\frac{1}{2}$ of N.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of Sec 33, Tp 7. S.R 5 E. in Baldwin County, Ala, in July 1920. My husband lived there at that time. That was my homestead.

In my opinion the place is worth Four thousand five hundred dollars.

To fourth Interrogatory she says:-

This place was purchased in 1912. The place was earned by our mutual labor that of my husband and my own, and the defendants had no interest in it.

In answer to 5th, interrogatory she says:

My husband wrote me at Cleveland that he was about to sell the farm but did not tell me that he was going to sell it to the defendants in this suit. when she returned she found out that he had sold it to the defendants. I did not join in sign ~~or~~ or acknowledge this instrument at all.

On my return from Cleveland I found everything barricaded and found the gates locked with chains and I was not permitted to enter.

Joe and John Hedgedus forbid me to enter and told me that step mother had nothing to do inside. On my second visit to the place my husband was coming from the stable and the two boys took him and locked him in the house and John put the key in his pocket.

He did this

He conveyed this property by himself and did not let me know anything about it. He has done nothing to set aside the deed, that I know of. This deprived me of my homestead and my personal effects have not been given to me.

The objections noted in Cross-interrogatories are admitted to have been made in their proper order to the direct interrogatories.

In Answer to Cross*interrogatories:

To 2nd. Intg.

I am the stepmother of Paul Hegedus Jr. John Hegedus and Joseph Hegedus.

I was living in Bay Minette when this complaint was filed, the complaint was filed in Sept. 1920.

I went to Cleveland Ohio in February 1920.

My husband did not ask me not to go to Cleveland he sent me there. No he sent me there to work and make money and sell the farm if I could.

My husband said it was hard to sell the farm down here, and I would do better up in Cleveland and I would do better besides working out. No one was present when he said this. he told me this 2 or 3 months before I went,

Tom 4th. Intg.

Paul Hegedus Senior first purchased this place in 1912.

We were married at that time. I was married to him before the place was purchased by him. He first purchased this place in 1906 or 1907 paying only \$45.00 on it after we were married we paid \$200.00 down on it jointly and redeemed the place.

Paul Hegedus paid those \$45.00 before we married me. I did not furnish any part of this money.

I first met Paul Hegedus in 1911. I know for certain that Paul Hegedus first wife had no money in the purchase of this land.

I was not informed that he purchased with money from his first wife's estate. I contributed \$75.00 at first which was included in \$200.00 afterwards I gave him \$175.00 the first \$75 I gave in a money order the \$175.00 I gave him in cash I got it from St Louis State Bank through the Fidelity Bank.

To 5th.

I never abandoned my husband but returned from Cleveland in Aug. 1920 and lived at Elberta a few days and then came to Bay Minette 1st Sept. 1920.

I was not here when the deed was made by Paul Hegedus Sr. to his sons. I am not informed when he made the deed.

I filed no claim in Probate court claiming a homestead in this land before leaving for Cleveland Ohio.

I visited the land when I came back. I got a taxi from Mr Irwin and went down. on 1st. Sept 1920. on 6th of Sept I came up to Bay Minette First time I did not see anybody when I went to the lands.

next morning I went there again saw the 2 boys, John and Joe and saw Paul Hegedus Sr coming from horse stable and his boys put him in the house as I stated before. when John put the key in his pocket

I did not talk to Paul Hegedus Sr on that occasion. no one else was present when I went back next morning. He saw me the second time he did not say a thing to me. It is not a fact that I left Baldwin County because I could not get along with the sons.

Objections as stated in Cross-interrogatories are hereby agreed to have been made in proper place in this deposition.

Witness now states that in answer "what was the value of this place in July 1920, she understood it to mean all the personal property and real as well and she now states the value of the place and improvements is from fifteen hundred to two thousand dollars

Respondents object to witness again answering question which she had already been asked, in which she stated that the value of the place was \$4500.00.

Mrs. Germin Hegedus

I, J. W. Richardson, the said Register, hereby certify that the foregoing

testimony was taken down in writing by myself

in the words of the witness, and were read over by her, that she assented, swore to and subscribed

the same in my presence, the 17th day of February, 1921, at

Bay Minneter, Alabama; that I have personal knowledge of, or had proof made before me of the identity of the witness, and that I am not of counsel or of kin to any of the parties to said cause, or in any manner interested in the result thereof.

And I enclose the deposition, together with the Interrogatories, Direct and Cross, and the documents which were deposed to, in an envelope properly endorsed and sealed and placed the same on file in my office.

Given under my hand and seal this the 17th day of February, 1921
J. W. Richardson, Register.

300

WITNESS FEES.

I hereby certify that the following named witnesses are entitled to the amounts stated below:

.....	days' attendance at \$1.50 per day	\$
.....	days' attendance at \$1.50 per day	\$
.....	days' attendance at \$1.50 per day	\$
.....	days' attendance at \$1.50 per day	\$
.....	days' attendance at \$1.50 per day	\$
.....	days' attendance at \$1.50 per day	\$
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.....	days' attendance at \$1.50 per day	\$
.....	days' attendance at \$1.50 per day	\$
.....	days' attendance at \$1.50 per day	\$

REGISTER'S FEES.

.....	days at \$1.50 per day	\$
.....	words at 20 cents per hundred	\$

The State of Alabama,

Baldwin COUNTY.

IN CIRCUIT COURT, IN EQUITY.

Hermina Hedgedus

vs. Complainant,

Paul Hedgedus Jr
John Hedgedus
and Joseph Hedgedus
Defendant.

Deposition Taken Before Register on Interrogatories.

Deposition of Witnesses

for _____

Filed 17th day of February, 1921

Published by order of the Court _____

_____, 19____
D. McMillan
Register.

RETURN RECEIPT.

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

Paul Hegedus

(Signature or name of addressee.)

(Signature of addressee's agent.)

Date of delivery, _____

10/28/20

19

Post Office Department

OFFICIAL BUSINESS

REGISTERED ARTICLE

No. 354

INSURED PARCEL

No. _____

*Filed
100131
1920
W. H. P. P.
Registered*

PENALTY FOR PRIVATE USE
TO AVOID PAYMENT OF
POSTAGE, \$300.



Return to

J. W. Picherson

(NAME OF SENDER)

Street and Number, }
or Post Office Box, }

Post Office at

*Bay View
Ill.*

State

8581 NOTE OF TESTIMONY

... Hermina Hedgudus

.....

.....

vs.

Paul Hedgudus, Jr., John Hedgudus,

and Joseph Hedgudus.

.....

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, decreo pro
confesso and testimony of Hermina Hedgudus;

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T. W. Richardson

Register.

No. 261. -----

THE STATE OF ALABAMA
BALDWIN COUNTY

IN EQUITY,
CIRCUIT COURT OF BALDWIN COUNTY.

Hermine Hedgudus, -----

VS

Paul Hedgudus et al -----

NOTE OF TESTIMONY

Filed in Open Court this 1st -----

day of January, ----- 1927

D. W. Rice -----

Register

HERMINIA HEGEDUS

CIRCUIT COURT BALDWIN COUNTY

VS

IN EQUITY.

PAUL HEGEDUS. ET. Als.

Cross Interrogatories to be propounded to Witness Herminia Hegedus who testified in her own behalf.

To the Second Int G.

What relation if any are you to Paul Hegedus Jr. and Joseph Hegedus? Where were you residing when your complaint was filed in this cause? Do you know when your complaint was filed?

When did you go to Cleveland Ohio? Did your husband Paul Hegedus ask you not to go to Cleveland Ohio and abandon him? Did he not insist that you stay with him and ^{not} go to Cleveland Ohio?

State what he said to you in regard to your going to Cleveland Ohio?

Who was present when these statements were made? At what time were they made? How soon before you left your husband and deserted him?

(Respondents object to that part of second interrogatory which calls upon the witness to state the reason she went to Cleveland, and moves to exclude her answer.

To the third Intg. respondents object that that portion of same which asks the witness " was this place your homestead" as calling for a legal conclusion.

To the 4th. Intg.

Give the date when Paul Hegedus Senior first purchased this place.

Were you married to him at that time? when were you married to him after the lands in question were purchased?

Dont you know that Paul Hegedus purchased this place about two years before he ever married you?

State under oath whose money purchased this place two years before you married Paul Hegedus? Did ~~any~~ you furnish any part of this money paid for this land about two years before you married Paul Hegedus? How was the same paid by you? How much did you pay? Was it in cash or by check? if by check give the names of Bank on which checks or checks were drawn and attach cancelled checks to your answer.

When did you first meet Paul Hegedus Senior whom you afterwards married?

At the time you married Paul Hegedus Senior did you not know that the lands in controversy were purchased by monies from his first wifes estate, the Mother of Paul Hegedus Jr. John Hegedus and Joseph Hegedus? Were you not so informed?

How much money did you contribute to the purchase of this land?

Give the exact dates of each sum furnished by you, whether paid in cash or by check and if by check attach cancelled checks to your answer.

To the 5th. Intg.

When did you return to Baldwin County Alabama after you had abandoned your husband and had gone to Cleveland Ohio?

When did you first return to Baldwin County after you came back from Cleveland Ohio? Where did you live after coming to Baldwin County. Ala?

Were you in the State of Alabama when the deed was made from Paul Hegedus Senior to his sons the other respondents in this cause? How long after it was made did you return to Alabama? Did you claim any homestead right in this land by filing a declaration in Probate Court before

leaving Alabama for Cleveland Ohio? If so attach copy of such claim.

After your return to Alabama did you visit the lands in controversy?

Who went with you? When was this? Whom did you see there? Whom did you

talk to there? Is it not a fact that you did not see or talk to Paul

Hegedus senior on that occasion but only talked to his sons? What did

Paul Hegedus Senior say to you on that occasion? Who was present at the

time? Did Paul Hegedus Senior prohibit you from entering on these lands?

Who was present at the time if you say he did? Is it not a fact that

you never saw or talked to Paul Hegedus Senior at all when you went

on these lands after your return from Cleveland, Ohio? Is it not a fact

that one of the reasons you left Baldwin County, Ala. was that you

said you could not live with the sons of your husband and objected to their being on the place?

Respondents object to that part of the 5th. Intg. which asks

" State whether or not he failed and refused to take the necessary

steps or proper steps to avoid the attempted conveyance of this property

and whether or not by reason of this conveyance, you are deprived or

defaulted of your homestead rights to this property"

for that it calls for the conclusion of law on the part of the witness. Respondents allege that Hermina Hegedus resides within the State of Alabama at Bay Minette, Ala. and require that said witness be examined orally, and that such examination be taken before the Register, or before an examiner appointed by the Court, or by a special commissioner of the appointment of the Register.

Respondents except to the appointment of Charles Burkel of Bay Minette as commissioner to take said interrogatories.

PAUL HEGEDUS. PAUL HEGEDUS JR. JOHN

HEGEDUS. JOSEPH HEGEDUS.
Respondents.

By

Stoue & Stouell

Their Solicitors.

[Faint handwritten notes and signatures, possibly bleed-through from the reverse side of the page.]

Baldwin

The State of Alabama, ~~Mobile~~ ^{Baldwin} Mobile County

HERMINA HEGEDUS,

Complainant

No. 192

vs.

Paul Hegedus, Jr., John Hegedus,
and Paul Hegedus, Sr.,

Defendant

Circuit Court of ~~Mobile~~ ^{BALDWIN} Mobile County

IN EQUITY.

The Complainant

requests the oral examination of the following named witness

on **her** behalf, viz.;

Mrs. Hermina Hegedus

said witnesses reside in the County of **Mobile,**

State of Alabama.

K. C. Cuthbert,

who resides at **Mobile, Alabama,** and whose address is **420 First National Bank Building,**

is suggested as **a** suitable person to be appointed Commissioner to take deposition of said

witness on such oral examination

Haynes & Mitchell

Solicitor for **Complainant**

HERMINA HEGEDUS,

Complainant,

-vs-

PAUL HEGEDUS, Jr., JOHN HEGEDUS,
and PAUL HEGEDUS, Sr.,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

BO.192

TO MESSRS STONE & STONE,
Solisitors for Paul Hegedus, Jr., et al,
Bay Minette, Alabama.

You will please take notice that under and by virtue ⁶⁶⁰
of a Commission issued out of the Circuit Court of Baldwin County,
Alabama, on the 15th day of July, 1925, I shall examine Mrs.
Hermina Hegedus, a witness on behalf of the Complainant, at
10:30 o'clock A. M., Tuesday, July 21st, 1925, at 420 First
National Bank Building, Mobile, Alabama.

H. L. Crutchfield

Commissioner.

*We accept service herof this July
18. 1925;*

John H. Stone
By McStone

Attys for Def

The State of Alabama, }
Baldwin County

CIRCUIT COURT.

To Miss K.C. Cuthbert,

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. Hermina Hedgudus,

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

Hermina Hedgudus,

Complainant

and Paul Hedgudus, Jr., John Hedgudus and Joseph Hedgudus,

are Defendant, S

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

Witness 12th day of June, 1925

T.W. Richardson

Register.

Commissioners Fee \$ 2.00

Witness Fee's \$

No. 261.

THE STATE OF ALABAMA,

Baldwin County.

CIRCUIT COURT.

Hermina Hedgudus,

Complainant

vs.

Paul Hedgudus Jr.,

John Hedgudus and Joseph Hedgudus,

Defendant

COMMISSION TO TAKE DEPOSITION
ON INTERROGATORIES.

COMMISSIONER:

Miss Kate C. Cuthbert.

WITNESSES:

Hermina Hedgudus.

Filed Aug 11/1925-1
W. B. Richardson
Register

HERMINA HEGEDUS,

Complainant,

-vs-

PAUL HEGEDUS, Jr., JOHN HEGEDUS,
JOSEPH HEGEDUS, and PAUL HEGEDUS, Sr.,

Respondents.

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

) AT LAW. NO.
)

Testimony of Mrs. Hermina Hegedus, a witness
for the complainant in the above entitled cause.

Mrs. Hermina Hegedus, a witness for the complainant, having been first duly sworn, testified as follows:

DIRECT EXAMINATION BY JESSE F. HOGWN, Esq.,
of counsel for Complainant.

My name is Mrs. Hermina Hegedus, I am the complainant in this suit. I am over the age of twenty-one years. When I filed this suit I was a resident of Baldwin County, Ala., I am now living in Mobile County.

The respondents are each of them over twenty-one years of age. When I filed my original bill of complaint, the respondents were all of them living in Baldwin County, Alabama. I do not know where they are living now.

I am the wife of Paul Hegedus, Sr. We were married on the 27th day of January, 1912, in St. Louis, Missouri. Paul Hegedus, Jr., John Hegedus and Joseph Hegedus are the sons of the said Paul Hegedus Sr., by a former marriage.

Paul Hegedus, Sr., my husband, about six years before our marriage, had entered into a contract with the Baldwin County Colonization Company for the purchase of some lands in Baldwin County, Alabama; this is the same land that is described in my bill of complaint. After we were married, Paul Hegedus told me about this contract, and said that he had not made his payments on the contract, and that he had lost his rights to the land described in the contract.

When Paul Hegedus told me about this contract, he asked me to write to the company to see if he could get the land back. I wrote to the company inquiring as to whether he could get the land back. The company answered my letter. I destroyed this letter when I was still living with Paul Hegedus, before any trouble had arisen between us.

Q. What was the answer of the company to this letter of yours?

The respondents object to the question and assign as grounds for objection, first, it calls for the conclusion of the witness; second, it does not call for the best evidence, third, it calls for incompetent evidence, fourth it calls for immaterial evidence, fifth, it calls for irrelevant evidence.

Ans. The company wrote that he could get back the land provided he would pay one-half of the purchase price, and give a mortgage for the remainder.

The purchase price of the land was \$500.00, and the company allowed a credit of \$45.00 thereon, because of the payments that Paul Hegedus made on the original contract, so that the amount required to get the land back was \$205.00. Paul Hegedus did not have money with which to make this payment, and he asked me to send the money to the company. I sent the money, myself, to the Baldwin County Colonization Company, in Chicago, Illinois, by Post Office money orders. These receipts were each dated March 12th, 1912, and are numbered 29180, 29181, 29182. These receipts marked, respectively, Complainant's Exhibit "A", "B" and "C" for identification, are handed to the Commissioner to be attached to witness' deposition. I enclosed these money orders in my letter to the company. The company then wrote a letter acknowledging receipt of the \$205.00, dated March 16th, 1912, addressed to Paul Hegedus, 1808 South 3rd Street, St. Louis, Missouri. This letter is in German; I can translate it in English, as follows:

"We are sending you a copy of your contract from which you will see that still there are \$232.50 due us. You can give us a mortgage for the balance, \$232.50, when we will forward you a deed and abstract. If you wish us to do this, please send us the name of your wife, which we can then insert in the document."

This letter is introduced in evidence and marked Complainant's "Exhibit D", for identification, subject to translation and objections when translated.

My husband did not send my name, nor did he execute a mortgage for the balance of the purchase price. He told me that he would not send in my name, that he did not want my name to appear upon the paper.

I am handing you a letter dated April 18th, 1912, addressed to Paul Hegedus, and signed by the Baldwin County Colonization Company. Q. Did Mr. Hegedus receive that letter?

Ans. Yes, Mr. Hegedus received this letter; I got it out of his pocket.

This letter is introduced in evidence, and marked Complainant's "Exhibit E"

Respondents object to the introduction of this letter, upon the ground that it is written to, and is the letter of Paul Hegedus, Sr., and that complainant surreptitiously obtained the same, and without the consent of the addressee.

Q. When you discovered this letter marked "Exhibit D", state whether or not you wrote a letter to the Baldwin County Colonization Company in regard to this land?

Ans. Yes. I did not keep a copy of my letter to the Baldwin County Colonization Company.

Q. State the substance of this letter.

Respondents object to this question on the ground, 1st, that it does not call for the best evidence, 2nd, that it seeks to show the contents of a written instrument, 3rd, it calls for the conclusion of the witness, 4th, it calls for incompetent, irrelevant and immaterial testimony.

Ans. I wrote to the company that I was not satisfied to have the deed made in the name of Paul Hegedus, alone, and that I wanted them to send the money back to me, that it was my money. They never sent the money back.

They replied to my letter by a letter dated July 29th, 1912, addressed to Mrs. Paul Hegedus, 2442 South 3rd Street, St. Louis, Mo., and signed by the Baldwin County Colonization Company.

This letter is in German; it is offered in evidence, and is marked "Complainant's Exhibit F", subject to translation and respondent's objections.

I saw the deed from the Baldwin County Colonization Company to Paul Hegedus conveying these lands. I think it was in the fall of 1912.

Q. What did you do about the matter then?

Respondents object to the question and assign the following grounds: First, it calls for incompetent, irrelevant and immaterial testimony, second, it calls for hearsay testimony.

Ans. I took the deed to Joseph Hanna, he was the Baldwin County Colonization Company's St. Louis Agent, and I asked him why he made the deed in Paul Hegedus' name, and he said because Paul Hegedus wanted it that way.

W.D. In the early fall, or summer, of 1912, Paul Hegedus took \$175.00 or \$185.00 out of my dresser drawer, and he went to Joseph Hanna's office and sent this money to the Baldwin County Colonization company for the final payment on this land. I saw him in Mr. Hanna's office. I was at the market when he took the money out of my dresser drawer; when I came back from the market I found that the money was gone, As soon as Mr. Hegedus came back I asked him about the money, and told him he had taken it, but he did not reply to my charge; just called me names. A few days later, or probably a couple of weeks, I found the receipts in Mr. Hegedus' pocket for the last payment he had made to the Baldwin County Colonization Company.

Respondents object to that part of witness' testimony relative to what the receipts show, for it seeks to show the contents of a written instrument, by oral testimony, and on the further ground that the testimony shows that the receipts were the property of Paul Hegedus, and were surreptitiously obtained by complainant.

Paul Hegedus admitted to me that he got this money out of my dresser drawer.

I removed with Paul Hegedus, Sr., to the land that we bought from the Baldwin County Colonization Company, upon the 18th day of February, 1915. We lived on this land as our homestead until the early part of the year 1920; in the early part of this year I went to Cleveland, Ohio.

Q. What, if anything, did Paul Hegedus, Sr., say to you about going to the City of Cleveland?

Respondents object to the question on the ground that it calls for incompetent and immaterial testimony.

Ans. He sent me there.

Q. What did he send you to Cleveland for?

Respondents object to the question on the ground that it calls for immaterial and incompetent testimony.

Ans. Mr. Hegedus sent me to Cleveland to go to work, and also to try to sell the farm, or to change it into some other kind of property. I got work in Cleveland very soon after my arrival in Cleveland. I stayed in Cleveland about six or seven months working. It is agreed:

That letters from Mr. Hegedus to Mrs. Hegedus are offered in evidence and marked appropriately as exhibits G, H, I, J, K, L, M, N, subject to translation and objections by respondents.

I returned to Baldwin County after staying in Cleveland six or seven months; I went back to the farm and found everything locked up and chained; it was in the possession of Paul Hegedus, Jr. They would not let me stay at the homestead, but told me to go to Bay Minette and ask Mr. Stone if I could stay in it, or not. And ever since my return from Cleveland Mr. Hegedus has refused to let me stay on this land. I have never lived with him since my return from Cleveland. He has at all times refused to permit me to live with him.

CROSS-EXAMINATION BY MR. NORBORNE C. STONE,
of Counsel for Respondents.

The total purchase price of this land was \$500.00; it was wild land. I did not see my husband get the \$175.00 or \$185.00 out of my dresser drawer, but I know that it

was gone. I did not see my husband give Mr. Hanna the money, but I did see him in Mr. Hanna's office talking to him. My husband and his second son, Paul, got this \$175.00 or \$185.00. My husband got the deed to this land about 1912. At the time I filed this suit, I also filed a suit for divorce and alimony against my husband. I have never taken this suit out of court.

Mr. Herman Hegedus

29180

RECEIPT

FOR

U. S. POSTAL MONEY ORDER

TO BE DETACHED BY THE PURCHASER, WHO SHOULD PRESENT IT AT THE OFFICE OF ISSUE IF HE WISHES TO MAKE INQUIRY REGARDING THE ORDER

DOLLARS	CENTS
100	

(AMOUNT FOR WHICH ISSUED)

ISSUING OFFICE



STAMP HERE

*Complaints
Exhibit A.*

THE REMITTER SHOULD WRITE HERE THE NAME AND THE ADDRESS OF THE PERSON TO WHOM THE ORDER AND COUPON WERE SENT:

SENT TO Compliments Ex Dubet

ADDRESS A

FOR _____

29181

RECEIPT

FOR

U. S. POSTAL MONEY ORDER

TO BE DETACHED BY THE PURCHASER, WHO SHOULD PRESENT IT AT THE OFFICE OF ISSUE IF HE WISHES TO MAKE INQUIRY REGARDING THE ORDER

DOLLARS	CENTS
100	75

(AMOUNT FOR WHICH ISSUED)

ISSUING OFFICE

STAMP HERE

*Compliments
Exhibit B.*

THE REMITTER SHOULD WRITE HERE THE NAME AND THE ADDRESS OF THE PERSON TO WHOM THE ORDER AND COUPON WERE SENT:

SENT TO

Compliments Ex Libris

ADDRESS

10

FOR

RECEIPT

FOR €

U. S. POSTAL MONEY ORDER

TO BE DETACHED BY THE PURCHASER, WHO SHOULD PRESENT IT AT THE OFFICE OF ISSUE IF HE WISHES TO MAKE INQUIRY REGARDING THE ORDER

DOLLARS	CENTS
5	2

(AMOUNT FOR WHICH ISSUED)

ISSUING OFFICE

STAMP HERE

*Combinant
Exhibit*

THE REMITTER SHOULD WRITE HERE THE NAME AND THE ADDRESS OF THE PERSON TO WHOM THE ORDER AND COUPON WERE SENT:

SENT TO

Compliments Exhibit

ADDRESS

C.

FOR

Baldwin County Colonization Company

OF ELBERTA, ALABAMA.

(INCORPORATED 1903)

Chicago Office:

Suite 912, Hartford Building
Cor. Madison and Dearborn Sts.

Telephones: { Central 5936
Automatic 42001

Directors:

M. STAIGER, President
THEOBALD MUELLER, Vice-President
HENRY C. BARTLING, Sec'y and Treas.
ALEX. KLAPPENBACH
PAUL F. MUELLER

JOHN KOELLING
ERNEST KEPPLER
FREDERICK KALTHOFF
ALEX. W. KLAPPENBACH
EMIL KAHN
ALBERT FLOGAUS, Auditor

CHICAGO, ILL., Mar. 16, 1912

Paul Hegedus,
1808 S. 3rd Str.
St. Louis, Mo.

Werter Herr:-

Dankend erhaltenen \$205.00 haben wir Ihrem Conto creditiert.

Einliegend senden wir Ihnen eine Abschrift Ihres Conto's woraus Sie ersehen dass noch \$232.50 zu bezahlen sind.

Sie können uns nun eine Mortgage für den Restbetrag von \$232.50 geben, wofür wir Ihnen dann einen deed und abstract verfertigen werden. Wenn Sie dieses thun wollen, bitten wir uns den Namen Ihrer werten Frau Gemahlin zuzusenden, damit die Papiere dann richtig ausgefertigt werden können.

Wenn Sie aber hiermit nicht einverstanden sind, bitten wir einliegenden Zettel auf Ihrem Bond zu kleben, da Ihr Contract wegen Rückstand von über 6 Monate verfallen war, aber nun wieder in Kraft gerufen ist und nur eine neue Nummer gegeben wurde.

Mit freundlichen Gruss,
Achtungsvoll,

Baldwin County Colonization Co.

Per *Henry C. Bartling*
Secy.

complement's Exhibit
D.

P.S. Sie haben jetzt im Voraus bezahlt

*is 50⁰⁰ allowed - as he cleared off with it
if this not then*

187.⁵⁰

Baldwin County Colonization Company

OF ELBERTA, ALABAMA.

(INCORPORATED 1903)

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PAUL F. MUELLER

JOHN KOELLING
ERNST KEPPLER
FREDERICK KALTHOFF
ALEX. W. KLAPPENBACH
EMIL KAHN
ALBERT FLOGAUS, Auditor

CHICAGO, ILL., April 18, 1912.

Mr. Paul Hegedus,
2442 So. 3d St.,
St. Louis, Mo.

Dear Sir:-

You do not understand the situation of real estate papers. In Alabama a survivor, whether man or wife, is entitled to a $1/3$ dower right in the property of deceased.

If we give you the Deed, writing the same in your name alone, your wife nevertheless must sign the Mortgage and Mortgage Note you give us, or the papers would not be merchantable, as a foreclosure against you would not dispose of the dower interest of your wife.

If you should make a will, bequeathing your farm to your three sons by your first wife, they would get the land, and your present wife could not get more than $1/3$ value of the land under any circumstances.

There is no reason why you could not make a Deed, sign it yourself and have your wife sign it over to your sons. If you would leave this Deed somewhere in an envelope to be opened after your death, your sons could then put the Deed on record in the recorder's office at Bay Minette Ala., and then get the whole farm.

Kindly send us the name of your wife, so we can make the proper papers, and oblige,

Yours very truly,
Baldwin County Colonization Co.,
per

Henry C. Bartling
Secy.

Complainant's Exhibit
E

Baldwin County Colonization Company

OF ELBERTA, ALABAMA.

Directors:

C. M. STAIGER, President
THEOBALD MUELLER, Vice-President
HENRY C. BARTLING, Sec'y and Treas.
ALEX. KLAPPENBACH
PAUL F. MUELLER

(INCORPORATED 1903)

Chicago Office:

Suite 912, Hartford Building
Cor. Madison and Dearborn Sts.
Telephones: { Central 5936
Automatic 42001

JOHN KOELLING
ERNST KEPPLER
FREDERICK KALTHOFF
ALEX. W. KLAPPENBACH
EMIL KAHN
ALBERT FLOGAUS, Auditor

CHICAGO, ILL., July 29, 1912.

Mrs. Paul Hegedus,
2442 S. 3d St.,
St. Louis, Mo.

Werte Frau:-

In Antwort auf Ihren Brief diene Ihnen folgendes:

Herr Paul Hegedus kaufte vor Jahren von uns ein 20 Acker grosses Stueck Land. Als nun die Haelfte bezahlt war, machten wir ihm ein Warranty Deed auf seinen Namen, und er gab uns Hypothek fuer den schuldigen Rest.

Ihre Rechte als Frau Hegedus sind gesetzlich verbrieft, und koennen Ihnen von Niemanden genommen werden. Gelder welche Sie und ihr Mann gemeinsam ersparen, gehoeren *ihnen* auch gemeinsam.

Wir nehmen an dass Herr Hegedus ein gerechter Mann ist, und will jedem das seine zukommen lassen. Sie haben wahrscheinlich mit ihm alles ganz genau besprochen, und wissen das alles in guter Ordnung ausgefertigt ist. Sollte etwas bei Ihnen nicht klar sein, so wuerden wir Ihnen anrathen mit ihm die Sachen noch einmal zu besprechen bis alles zur allgemeinen Zufriedenheit geregelt ist.

*Compliments Exhibit
F.*

Mit freundlichem Gruss,

Achtungsvoll,

Baldwin County Colonization Co.,

per *Henry C. Bartling*
Secy.

4th day of April, 1920.

My dear Hermin:

I want to let you know that I am feeling quite well, but the sweet potato crop is ruined. Everybody is talking about the good prices for them, and I wont have anything to sell. But what can I do? I ⁵⁰⁸ did everything possible, but the crop could not be saved.

The agent from the land company was here last Saturday. he looked everything over and asked for my contract. I looked everywhere for it, but could not find it. I nearly died of shame which you brought upon me. You took the contract with you, and left me here to die. They are willing to sell the land, but I must give them the contract within a week, as they cannot undertake the sale of the land without the contract. It is not here, and my dear as soon as you get this letter, send me the contract so that I can join you by winter. So once more I ask you to please not delay but send the contract so that the land can go on sale. The agent will get \$300.00 commission. They liked the grape orchard very much, so I have hopes that they will be able to sell it, but send the contract right away.

I cannot describe all that I have suffered. If you have the time ask some of the Hungarians there if they can get me a good job. I wont have any trouble shipping, but never mind dear, do not worry, but keep on working so that you will soon save some money.

I remain your affectionate husband

~~Hand~~ Compliments Exhibit "H"
1720.1 no 4 m

Hedves Henniin Andol locti hogg
hoida a ju Iskennek elig ju erhem
mougyn esock or holmi hogg
meg ete oclietes kauptit a koe
pkaistz most mitkor ju ocl
hess el nek de nekem nem
hoss semise allaloi Tenyt esin
aljuk mitkor elige utarra
vullom de nem hirtom vele
es most esen szonhalom vall
ock it or pit d clavoisi kovanice
at is veltis avolna hoida egy
szigyenben nem hobb ment
meg nertidz es krentels a
shendvidis es mindenitker
esem a moirtoct egy arajig
es sehun se holtom ment el
vited hogg en it dazalzek meg

nem ely must is ve soks stes
ved'is hamem mäg'lyg' sestet
esupoi el voitoldoits hait'kol
moyaroe ve ossel mon doits
hogy ve stersvö' est, vöggen he
egy hiet el telhe vel ment
mekrik' odig nem leker ann
hoen odni, de is njes sehol
ment el vitet is fijam ha
mes koyad' el levitel oronod
küt'el hogy en is beline
vöe meket mek' ment hoi le
falditok betegem okon tud
od hogy eroe soks ju' sroig' it.
Täg'lik' noikoisnoe dehoit mäg'
egy erer fet kerlek, hogy
ne kesleltas, hogy oit' od' has
om ment is nem okarom
vit' költam

hoironom sroer. Daloini out joik
el er' lesse ve ävets magyan
keret mekrik' ve sroela wgy.
en is remefem hogy el pagras
out ni' eroe küd' el ve sroerivö' est
oronod kedves fijam ment
hantov' hat omil' enit' sren
vedek' he ossel magyan jul
tudod hoi idöd' lesse tudokas
old' or' ut' he vö' magyan mek'
tul' hogy nem e. vit' ket mek'
k' he vö' lae mi' ju' mun' k'
oinoi ve sroeli' lois' oel nem
soks hoyam lesse ment nem
his' nem hogy ket' hoironom
lat' voit' säh' lesse denem
hoy' fijam mehusul' esok'

hoarad meq atjedet hupp
srerj pinter küse kroyon
hoatnait Erer noiron
sarajim manvedats

Redves firjed Tsten
velat sakt ju egesiget
kinanukt ünülakt hary
ajan ju keneset Redves
firjom Hermin
pucerlokt de nem
erred meq at nem
lesreks de mojid vdoi
segil a ju Tsten

5th day of June, 1920.

My dear Hermin:

I write to let you know that I received your letter of the 22nd of May, and that I understood everything that you wrote, and how fortune is treating you, and I want to tell you the reason I do not write to you more often. In the first place, you know I have no rest day or night, for you must know all it means to take care of all the life stock; that would be enough for one man alone. Then there are forty-two pigw. One of the cows will have a calf in a few days. The pigs are fed in five relays, and then there are the chickens, and I have to milk the three cows and feed the horses. And besides, I have to work in the fields too. That means I must be up at four o'clock in the morning. I myself have just dug up the Irish potatoes and half of them were rotten. I had a boy to help me in the shipping. I have just finished with the last sack full. Thursday was shipping day, and we started digging on Monday and picked up thirty-five bushels Tuesday and took them to town, and we were told that they would not buy from any of us, because every one wanted to sell on the same day because potatoes were bringing a good price. Our potatoes stood on the wagon for a week, and on the following Sunday I had to unload them and pick them over, every bushel. You know how much extra work that means, and out of the thirty-five bushels there were only twenty-six; but that is the kind of luck I have.

That was why I could not write, not that I am angry. Besides, I had a fearful backache from lifting all of those potatoes off and on. Since than I can hardly draw a bucket of water from the well, just now when there is the most work to do. There are three acres of fine sweet potatoes, but half of them are yet to be weeded. I don't know what will happen if I don't get better. I started planting because it began to rain, and I would not have to carry water. I can barely straighten my back after I have bent down, but what can I do; I must raise something to feed all these hogs, for graham is \$4.50 a sack and oats are \$7.50 a sack, so you must see that I have to pay

\$12.00 every week for oats and graham. I do not know whether I can get \$50.00 for all of my Irish potatoes. If the sweet potato crop fails, then I can go to hell, from here, but what good would it be even then, if I can't work there or here. There is that wonderful grape orchard of which I took such special care, and now the weeds over-run it wais high, it cannot grow unless I clean out the weeds. It is so loaded with fruit that the hooks have pulled out of the posts, and not one bug on them, I exterminated every one, although it was full of bugs but I found them before the could do much damage.

Now, my dear, tell me what to do if I don't get better. I would be sorry to see you leave there now just after you have got a little more pay. Besides, what could you do here if it is too much for me. I think I shall have one of the boys stay here as long as I can stay at home. and if I can sell this farm. Think everything over my dear as to what I should do, because if I am unable to raise anything the money will give out. Perhaps I will get better. Last week I stepped on a rusty nail and I had to pull it out with pincers. What I suffered I could not describe, for three days I would not look at food, and my foot swelled up to the knee. I would have gone to the doctor had I been able to speak. But I made some of that medicine, and after three days the swelling began to go down; it still hurts, but I can now walk some. But my back is torturing me. If it does not stop I don't know what I shall do, as I wont be able to work long, and the horse wont have any hay, and what will I feed him with. So write to me immediately as to what I shall do, but don't leave your place until I write to you that I cannot work any more. If you don't earn anything and my money gives out, what shall we do? If I should happen to get worse I will write to you, and if you don't get a letter soon that will mean that I am better. My dear you know that during the day I do not have time to write and in the evening