

230/1928

IN THE CIRCUIT
COURT NO. 2--
BALTIMORE CITY.

JOSEPH E: TAYLOR

Vs.

ROBERTA TAYLOR.

Bill for Divorce
A VINCULO MATRIMONII.

No 29293 B.

Mr: Clerk: L 17

Please file &c.,

Roy S. Bond
Solicitor for Plaintiff.

ROY S. BOND
ATTORNEY AT LAW
14 East Pleasant Street
BALTIMORE, MD.

FILED 17- January 1928

JOSEPH E. TAYLOR

IN THE --

VS.

CIRCUIT COURT NO. 2

ROBERTA TAYLOR--

BALTIMORE CITY.

TO THE HONORABLE- THE JUDGE OF SAID COURT:

Your Orator- JOSEPH E. TAYLOR- complaining, respectfully says:

(1). THAT HE WAS MARRIED to his wife- ROBERTA TAYLOR- in Berkley, Virginia, on or about the -15th - day of October, 1921, with whom she resided until on or about the-14th- day of October, 1924.

(2). THAT YOUR ORATOR is a resident of Baltimore City, State of Maryland, and has been for more than two years prior to the filing of this, his Bill of Complaint. That the defendant is a non-resident of the City and State and when last heard from was a resident of Pittsburg, Pennsylvania.

(3). THAT THOUGH THE CONDUCT OF YOUR ORATOR towards his said wife, has been kind, affectionate and above reproach in all respects, she, without just cause or reason, has abandoned and deserted him and declared her intentions to live with him no more; that such abandonment has continued uninterruptedly for more than three years, is deliberate and final, and the separation of the parties is beyond any reasonable hope or expectation of a reconciliation.

(4). THAT THERE ARE TWO CHILDREN as issue of said marriage, Myrtle aged six(6) years and Selma aged five (5) years respectively.

WHEREFORE YOUR ORATOR PRAYS:

-a- A divorce- A VINCULO MATRIMONII-
from the defendant- ROBERTA TAYLOR--

- b- The care and custody of their minor children.
- c- Such other and further relief as the case may require.

MAY IT PLEASE YOUR HONOR, to grant unto your Orator- JOSEPH E. TAYLOR, an order of publication, setting forth the nature and substance of this bill, warning the said defendant- ROBERTA TAYLOR- last heard from in Pittsburgh, Pennsylvania, to be and appear in this Court, in person or by Solicitor, on or before a certain day to be therein named, and show cause, if any she may have, why a decree should not be passed as prayed.

AS IN DUTY BOUND, etc.,

Joseph E. Taylor
PLAINTIFF.

R. M. B. M.
SOLICITOR FOR PLAINTIFF.

STATE OF MARYLAND
BALTIMORE CITY- to wit-

I HEREBY CERTIFY that on this ^{15th} day of *January*, 1928, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, personally appeared JOSEPH E. TAYLOR, Plaintiff, and made oath in due form of law, that the matter and facts set forth in this his Bill of Complaint, are true to the best of his knowledge and belief.

AS WITNESS MY HAND AND Notarial Seal.

Eleanora S. Wright
NOTARY PUBLIC.

B 30/1928

IN THE
CIRCUIT COURT NO. 2
BALTIMORE CITY.

JOSEPH E. TAYLOR

VS:

ROBERTA TAYLOR

No 29293 B.

< 2 >

Order of Publication

Copy record & required

Ed 14 - January 1928

Roy S. Bond, Sol.,
14 East Pleasant Street.

IN THE CIRCUIT COURT NO. 2 OF BALTIMORE CITY

(B 30 / 19 28)

JOSEPH E. TAYLOR VS. ROBERTA TAYLOR

ORDER OF PUBLICATION

The object of this suit is to procure a decree for a divorce-
A Vinculo Matrimonii, by the Plaintiff- Joseph E. Taylor, from
the defendant, Roberta Taylor.

The bill recites that the parties were married on the 15th day
of October, 1921, in Berkley, Virginia. That your Orator has been
a resident of the State of Maryland for more than two years last
past, while the defendant is a non-resident and when last heard from
was a resident of Pittsburgh, Pa. That though the conduct of your
Orator has been above reproach in all respects, she without just cause
or reason abandoned and deserted him on the 14th day of October,
1924, and has declared her intentions to live with him no more; that
such abandonment has continued uninterruptedly for more than three
years, is deliberate and final, and beyond reconciliation. That
there are two children as issue of said marriage, Myrtle aged six
and Selma aged five, whose care and custody the plaintiff prays:

It is thereupon by the Circuit Court, No. 2 of Baltimore City,
ordered this 17th day of January, 1928, that the Plaintiff, Joseph E.
Taylor, by causing a copy of this order to be inserted in some daily
newspaper, published in the City of Baltimore, once in each of four
successive weeks, before the 17th day of February 1928,
give notice to the said absent defendant, Roberta Taylor, of the ob-
ject and substance of this bill, warning her to be and appear in this
Court, in person or by solicitor, on or before the 5th day of
March 19 28, to show cause, if any, she may have, why
a decree should not be passed as prayed.

✓ Joseph N. Helman

IN THE CIRCUIT COURT NO.2

OF

BALTIMORE CITY.

30
1928

37B

JOSEPH E. TAYLOR

VS.

ROBERTA TAYLOR

RESPONDENT'S ANSWER.

*and
petition for Alimony*

Mr. Clerk:

Please file.

Davis & Evans

ATTORNEYS FOR RESPONDENT

No. 29293 B.

LB 7

DAVIS & EVANS

ATTORNEYS AT LAW

Filed 1st February 1928

JOSEPH E. TAYLOR : IN THE CIRCUIT COURT NO. 2
VS. : OF
ROBERTA TAYLOR : BALTIMORE CITY.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of your respondent to the bill of complaint in the above entitled cause respectfully says:

(1) That she admits the allegations contained in the first paragraph of the Complainant's Bill.

(2) That she admits that part of the second paragraph alleging that the plaintiff is a resident but denies with great emphasis that she is a non-resident, but on the contrary avers that she, too, is a resident of Baltimore City.

(3) That she denies the allegations contained in the third paragraph of the Complainant's Bill.

(4) That she admits the allegations contained in the fourth paragraph of the Complainant's Bill.

(5) Your respondent is destitute and without funds to defend this action or to support herself. She is advised by Counsel that she may petition this Honorable Court for an allowance to compensate her Solicitor and a reasonable amount as alimony pendente lite for her support. The defendant is employed and can earn thirty-five dollars per week.

WHEREFORE, YOUR RESPONDENT PRAYS:

- (a) Alimony pendente lite.
- (b) Counsel fee.
- (c) That the bill be dismissed with costs.
- (d) Such other and further relief as the case may require.


ATTORNEYS FOR RESPONDENT.

Served on
Joseph E. Taylor
or
Ray S. Bond
Sol.

Served admitted
April - 24th - 1928
Ray S. Bond
220 St Paul

APR 2 11 15 AM
1928

B DOCKET 30/1928

Circuit Court No. 2

Taylor

vs.

Taylor

Order Counsel Fee and Alimony

Pendente Lite

Husband Plaintiff

ORDER

No. 29293 B

(4) 157 167
Copy - copied
Copy - copied
Copy - copied
Filed 2nd February 1928

B-H

Non Est John E. Potee Sheriff

Non Est John E. Potee Sheriff

(2nd Return)

(2nd Return)

Copy of the within Order of Court served on Ray
S. Bond, Solicitor for John E. Taylor on the 24th
day of April, 1928, in the presence of Louis Hecht.

John E. Potee Sheriff
New 1075

Joseph E. Taylor
vs.
Roberta Taylor

IN THE
Circuit Court No. 2
—OF—
BALTIMORE CITY

January TERM, 1928

ORDERED BY THE COURT, This 2nd day of February 1928

that the Plaintiff Joseph E. Taylor

pay to the Defendant Roberta Taylor

the sum of Twenty-five Dollars as Counsel Fee for the

Solicitor of the Defendant, and that he further pay the sum of Eleven

Dollars per week, during the continuance of this suit, to the said Defendant

Roberta Taylor

as Alimony, pendente lite, unless cause to the contrary be shown on or before the 14th

day of February 1928, provided a copy of this Order be served on the said Plaintiff

Joseph E. Taylor on or before the 7th

day of February 1928

Joseph W. Newman

TRUE COPY—TEST:

no child \$35. per week

Clerk.

The foregoing Order having been returned "Non Est" as appears by the Sheriff's return thereon; it is Ordered by the Circuit Court No. 2 of Baltimore City this 13- day of February 1928, that the time for showing cause under said Order be extended to the 29- day of February 1928, and the time for service of a copy of the same be extended to the 18- day of February 1928.

James P. Gorter

The foregoing Order having been returned "Non Est" as appears by the Sheriff's return thereon; it is Ordered by the Circuit Court No. 2 of Baltimore City this 20- day of April 1928, that the time for showing cause under said Order be extended to the 5- day of May 1928, and the time for service of a copy of the same be extended to the 25- day of April 1928.

James P. Gorter

37/B/30/1928

IN THE ---
CIRCUIT COURT NO. 2
BALTIMORE CITY.

JOSEPH E. TAYLOR

VS.

ROBERTA TAYLOR.

Answer to Petition
for Alimony and Counsel
fee.

Mr: Clerk:

No 29293 B.
277

Please file &c.,

Roy S. Bond
Sol for Plaintiff.

ROY S. BOND
ATTORNEY AT LAW
14 E. PLEASANT ST.
BALTIMORE, MD.

FILED

7- May 1928

JOSEPH E. TAYLOR

IN THE

VS.

CIRCUIT COURT NO. 2

ROBERTA TAYLOR.

BALTIMORE CITY.

TO THE HONORABLE- THE JUDGE OF SAID COURT:

The Solicitor, Roy S. Bond for Joseph E. Taylor, Plaintiff, in answer to Petition for Alimony and Counsel fee, respectfully says:

(1). THAT THE SOLICITOR for James E. Taylor admits that an order for Counsel fee, pendente lite, was served on his Counsel, on or about the 25th day of April, 1928, but further in answer says that he has been unable to locate his client, Joseph E. Taylor, and that the plaintiff does not know of the pending proceedings against him.

(2). THAT HIS COUNSEL does not know whether he makes the amount alleged in his petition or not, and he therefore respectfully prays that the petition for alimony, Counsel fee, pendente lite be dismissed and the order thereon vacated.

AS IN DUTY BOUND, etc.,



.....
SOLICITOR FOR PLAINTIFF.

STATE OF MARYLAND

BALTIMORE CITY -- to wit--

I HEREBY CERTIFY that on this- 5th- day of May, 1928, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared- ROY S. BOND, Solicitor for Joseph E. Taylor, Plaintiff, and made oath in due form of law, that the matter and facts set forth in the foregoing answer to the petition for alimony and counsel fee, is true to the best of his knowledge and belief.

AS WITNESS MY HAND AND NOTARIAL SEAL.


Eleanora S. Wright-----NOTARY PUBLIC.

Ray S. Bond

12

5

Circuit Court No. 2

30
1928

DOCKET No. B 37

Joseph Taylor

vs.

Roberto Taylor

Motion for Hearing

No. 29293B
L87

Davis & Coons
508 St Paul St

Filed 28 - day of Jan 1929

Joseph Taylor
vs.
Roberta Taylor

IN THE
Circuit Court No. 2
—OF—
BALTIMORE CITY

The Defendant by George
W Evans her Solicitor, applies to have the above entitled cause placed in the
Trial Calendar for hearing on alimony pendente lite

In conformity with the First Equity Rule.

George W Evans
Solicitor for Defendant

SERVE ON

Roy J. Bond
Sol

12

5

Circuit Court No. 2

$\frac{30}{1928}$ B DOCKET No. 37

Taylor
vs.
Taylor

1/28/29 (10)

NOTICE AS TO HEARING

No. 29293B.

Copy bonded

Filed 28. Jan 1929
1-10

copy of the within notice served on Roy J. Bond,
Solicitor on the 1st day of February, 1929, in the
presence of August J. Beckly.

John E. Filer
Scriber

Dec 10-5

JAN 28 1929 3
THE DISTRICT CLERK

Joseph E. Taylor
vs.
Roberta Taylor

IN THE
Circuit Court No. 2
-OF-
BALTIMORE CITY

Upon application made by the Solicitor for the *defendant*

the above entitled cause has been placed upon the Trial Calendar in accordance with the provisions of the First Equity Rule, and the same will stand for hearing on

Alimony pendente lite

when reached in due course on the said calendar.

JOHN PLEASANTS,
Clerk Circuit Court No. 2.

Ct. Ct. No. 2

B. $\frac{30}{1928}$

Joseph Taylor

vs.

Roberta Taylor

Final Order, Counsel Fee and Alimony
Pendente Lite,

No. 29293 B.
2107

Filed 8 - March - 1929

Joseph Taylor
vs.
Roberta Taylor

IN THE
CIRCUIT COURT No. 2
OF
BALTIMORE CITY.

The petition for Alimony pendente lite and Counsel fee and the answer thereto in the above entitled cause coming on for final hearing and the respective parties having been heard;

It is Ordered by the Circuit Court No. 2 of Baltimore City this 8th day of March 1929, that the Plaintiff pay to the Defendant the sum of Twenty Eight Dollars, as Counsel Fee for the Solicitor of the Defendant and that he further pay the sum of Seven Dollars per week, during the continuance of this suit, to the said Defendant

as Alimony pendente lite accounting from the 8th day of March 1929
Counsel fee to be paid through the Probation Department of the Supreme Bench at the rate of \$ 2⁰⁰/_X per week until paid.

Alimony also payable through the Probation Department of the Supreme Bench
C. J. Travis

8

SERVE ON

Joseph Taylor
116 W. 23rd St

Ct. Ct. No. 2 B $\frac{30}{1928}$

Joseph Taylor
116 W 23rd

vs.

Roberta Taylor

**ORDER OF COURT NISI
For Contempt**

ORDER

No. 29,293 B

<117

Copy-Copied

Filed 10 June 1928

19

John C. Potee
Sheriff

Wm Est
(Dorsey)

Joseph Taylor

vs.

Roberta Taylor

IN THE
Circuit Court No. 2
OF
BALTIMORE CITY

Ordered by the Circuit Court No. 2 of Baltimore City this 10- day of June 1929, that the Plaintiff appear before this Court in person, on the 14- day of June, 1929, at 10 o'clock A. M., and then and there show cause, if any he may have, why he should not be punished for contempt of this Honorable Court in not obeying the Order of this Court passed on the 8th day of March, 1929, directing the payment of Alimony, *pendente lite*, by him to the Defendant; provided, a copy of this Order be served on the said Plaintiff on or before the 13- day of June, 1929.

✓ *W. Frank*
Judge.

True Copy: Test

.....
Clerk.

83⁰⁰ Back on alimony at \$7⁰⁰ per week.
Payable through prisoners aid asso.
George W Evans
atty.

Above arrears are correct
last payment 4/10/29 - 10⁰⁰
6/10/29
J. N. Suggs
Poolkeeper

SERVE ON

Joseph Taylor
2456 Buchanan St

*not at this
address*

JUN 18 1929 10 30

Ct. Ct. No. 2 B ³⁰/₁₉₂₈

Joseph Taylor

vs.

Roberta Taylor

**ORDER OF COURT NISI
For Contempt**

ORDER

No. *29293* B

127

Copy Copied

Filed *17* June 1929

John E. Poteo

*non est
not*

not at this address

Joseph Taylor

vs.

Roberta Taylor

IN THE
Circuit Court No. 2

OF
BALTIMORE CITY

Ordered by the Circuit Court No. 2 of Baltimore City this 17 day of June 1929, that the plaintiff appear before this Court in person, on the 21st day of June, 1929, at 10 o'clock A. M., and then and there show cause, if any he may have, why he should not be punished for contempt of this Honorable Court in not obeying the Order of this Court passed on the 8th day of March, 1929, directing the payment of Alimony, *pendente lite*, by him to the defendant; provided, a copy of this Order be served on the said plaintiff on or before the 20 day of June, 1929.

[Signature]
Judge.

Renewal

True Copy: Test

Clerk.

SERVE ON

Ct. Ct. No. 2 B $\frac{30}{192}$ 8

JOSEPH TAYLOR

vs.

ROBERTA TAYLOR.

**ORDER OF COURT NISI
For Contempt**

ORDER

(COPY)

No. B

Filed 192

JOSEPH TAYLOR

vs.

ROBERTA TAYLOR

IN THE

Circuit Court No. 2

OF

BALTIMORE CITY

Ordered by the Circuit Court No. 2 of Baltimore City this 17 day of June 1929, that the Plaintiff

appear before this Court in person, on the 21st day of June, 1929, at 10 o'clock A. M., and then and there show cause, if any he may have, why he should not be punished for contempt of this Honorable Court in not obeying the Order of this Court passed on the 8th day of March, 1929, directing the payment of Alimony, *pendente lite*, by him to the Defendant; provided, a copy of this Order be served on the said Plaintiff on or before the 20th day of June, 1929.

Eli Frank

Judge.

True Copy: Test

John Plewants
Clerk.

SERVE ON

Ct. Ct. No. 2 B ³⁰ 192 8

Joseph Taylor

vs.

Roberta Taylor

**ORDER OF COURT NISI
For Contempt**

ORDER

(copy)

No. B

Filed 192

Joseph Taylor

vs. Roberta Taylor

IN THE
Circuit Court No. 2
OF
BALTIMORE CITY

Ordered by the Circuit Court No. 2 of Baltimore City this 16th day of June 1929, that the Plaintiff appear before this Court in person, on the 14th day of June, 1929, at 10 o'clock A. M., and then and there show cause, if any he may have, why he should not be punished for contempt of this Honorable Court in not obeying the Order of this Court passed on the 8th day of March, 1929, directing the payment of Alimony, *pendente lite*, by him to the defendant; provided, a copy of this Order be served on the said Plaintiff on or before the 13th day of June, 1929.

Eli Frank
Judge.

True Copy: Test
John Pleasant
Clerk.

Cir. Ct. No. 2.

30
1928

D. No. 6

Joseph E. Taylor
vs

Roberta Taylor

Attachment in Equity.

Trustee of

Myrtle Ave

1544 Myrtle Ave

No. 29293 B

4137

28
2
1928

Filed 23 day of July 1928

Sgt Fisher-F

(ATTACHMENT IN EQUITY.)

MARYLAND, SC.

The State of Maryland.

To the Sheriff of Baltimore City, Greeting:

YOU ARE HEREBY COMMANDED, that you attach the body of *Joseph E Taylor*
to Susan Saundry - 2208 Cambridge St
1511 Myrtle Ave

if he shall be found in your bailiwick, and *him* safe keep, so that you have *him* before the
Judge of the Circuit Court No. 2 of Baltimore City, at the Court House in the same city, on the
When apprehended
day in 19, to answer as well touching a certain contempt by

him committed in not *complying with order of court passed on*
8th day of March 1929, whereby he was to pay
to his wife, Roberta Taylor the sum of \$7.00 per week
as alimony pendente lite. \$118.00 in arrears

Resd Elliott Probation Office

as well as to such other matters and things as shall be then and there alleged against *him*

Hereof fail not, as you will answer the contrary at your peril.

SAMUEL K. DENNIS,

WITNESS, The Honorable MORRIS A. SOPER, Chief Judge of the Supreme Bench of Balti-

more City, the *8* day of *July* 19*29*

Issued the *23* day of *July* 19*29*

Albert J. Downey

Clerk.

Quashed without
costs
Geo. T. Soper

IN THE

CIRCUIT COURT No. 2

of

30-15 BALTIMORE CITY

928

JOSEPH TAYLOR

VS

ROBERTA TAYLOR
in Cross Bill

ROBERTA TAYLOR

VS

JOSEPH TAYLOR

1511 Myrtle ave
% Lord Calvert Laundry; engine room

Cross Bill of Complaint

MR. CLERK:

No 29293B

Please file, etc.

<14>

George W. Evans

Attorney for plaintiff in
Cross Bill

GEORGE W. EVANS

ATTORNEY AT LAW

503 ST. PAUL STREET E. EVANS

BALTIMORE, MD.

ATTORNEYS AT LAW

Feb 21 - February 1930

JOSEPH TAYLOR

*

IN THE

VS

ROBERTA TAYLOR
in Cross Bill

*

CIRCUIT COURT NO.2 of

*

ROBERTA TAYLOR

BALTIMORE CITY

*

VS

JOSEPH TAYLOR

*

* * *

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Oratrix, Roberta Taylor, complaining, says:

FIRST: That the Defendant in Cross Bill, filed in this Honorable Court a Bill of Complaint against your Complainant on the 17th day of January, 1928, alleging among other things desertion on the part of your Complainant and praying a divorce a vinculo matrimonii.

SECOND: That your Complainant filed an answer to the Bill of Complaint denying the material allegations and praying that the bill be dismissed, because the plaintiff, in original bill, was not entitled to the relief prayed.

THIRD: That for a Cross Bill your Complainant says: That she was married to her husband, Joseph Taylor, on the 15th day of October, 1921 and that they lived together as man and wife until the 14th day of October, 1924.

FOURTH: That though your Oratrix has always behaved herself as a faithful, chaste and affectionate wife towards the said defendant, he, without just cause or reason abandoned and deserted her on the 14th day of October 1924, and has declared his intentions to live with her no longer, and said abandonment has continued uninterruptedly for more than three years, and is deliberate and final and the separation of the parties is beyond any reasonable hope of reconciliation.

FIFTH: That your Oratrix has not lived or co-habited with the said defendant since said desertion.

SIXTH: That there are two children born as a result of the marriage, Myrtle Estella, age nine (9) years and Selma Roberga, age seven (7) years, now in the custody of your Complainant.

SEVENTH: That both your Oratrix and the defendant are citizens of the State of Maryland, your Complainant having lived in Baltimore City for more than two years prior to the filing of this suit.

EIGHTH: That your Complainant is destitute and without funds to prosecute this suit and support herself and two minor children; she is advised by counsel, that she may petition this Honorable Court for an allowance to support herself and children and pay her solicitor of record. The defendant is employed and earns or can earn Thirty-five (\$35.00) Dollars per week. That the defendant is under order of this Court, passed on the 8th day of March, 1929, in the original proceeding, to pay to your Complainant the sum of Seven (\$7.00) Dollars per week as alimony pendente lite, which order your petitioner prays to be made a part of these proceedings as if passed therein.

TO THE END THEREFORE: Your Oratrix prays:

(a) That she may be divorced a vinculo matrimonii from the defendant, Joseph Taylor.

(b) Alimony pendente lite,
(c) permanent alimony,
(d) Counsel fee,

(e) Such other and further relief as the case may require.

May it please your Honor to grant unto your Oratrix the writ of subpoena directed to the said Joseph Taylor, commanding and requiring him to be and appear in this Court on some day certain to be named therein, to answer the premises and abide by and perform such decree or order as may be passed therein.

And as she will ever pray.

George Evans
Attorney for plaintiff in
Cross Bill

P 517
Circuit Court No. 2

30
1928 B DOCKET No. 37

Taylor
vs.
Taylor

know
SUBPOENA TO ANSWER BILL OF COMPLAINT

No. *29293B*
1157

Copy - Louie

Filed 28 day of Feb'y 1928

Geo W. Evans

Solicitor.

14

Summoned, and a copy of the process left.
with the Defendant

2/24/30
Riggin

John E. Potter
Sheriff

Rec \$0.95

EQUITY SUBPOENA

The State of Maryland

To

Joseph Taylor
1511 Middle Ave
Lease Land Leasing Laundry
Engine room

of Baltimore City, Greeting:

WE COMMAND AND ENJOIN YOU, That all excuses set aside, you do within the time limited by law, beginning on the second Monday of *March*, next, cause an appearance to be entered for you, and your Answer to be filed to the Complaint of

Roberta Taylor

against you exhibited in the CIRCUIT COURT NO. 2 OF BALTIMORE CITY.

HEREOF fail not, as you will answer the contrary at your peril:

WITNESS, the Honorable SAMUEL K. DENNIS JAMES P. GORTER, Chief Judge of the Supreme Bench of Baltimore City the *13-* day of *January*, 19*30*

Issued the *21-* day of *February*, in the year 19*30*

John Pleasant

Clerk.

MEMORANDUM:

You are required to file your Answer or other defence in the Clerk's Office, Room No. 235, in the Court House, Baltimore City, within fifteen days after the return day. (General Equity Rule 11.)

B 30/1928

In the Circuit Court #2
Baltimore City.

JOSEPH E. TAYLOR

Vs.

ROBERTA. TAYLOR

Cross Bill.

JOSEPH A. TAYLOR

Vs.

-ROBERTA. TAYLOR.

Answer to Petition for
Alimony and Counsel fee.

Mr: Clerk:--

Please file &c.,

[Handwritten Signature]
Sol. for Respondent in
Cross-Bill.
No 29293, B.

ROY S. BOND

ATTORNEY AT LAW
14 EAST PLEASANT ST.
BALTIMORE, MD.

FILED

12. March 1930

JOSEPH E. TAYLOR

VS.

IN THE

ROBERTA . TAYLOR

CIRCUIT COURT NO. 2

Cross Bill

OF

ROBERTA . TAYLOR

VS.

BALTIMORE CITY.

JOSEPH E. TAYLOR

TO THE HONORABLE - THE JUDGE OF SAID COURT:

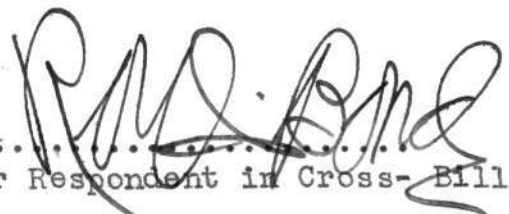
Your Respondent, Joseph E. Taylor, respectfully states:

1. That he admits the allegations contained in paragraph ONE and TWO, and THREE.
2. That he most emphatically denies the allegations contained in paragraph FOUR.
3. That he admits that he has not lived with his wife for more than three years.
4. That he admits the allegations in paragraphs SIX and SEVEN.
5. That he most emphatically denies the allegations contained in paragraph EIGHT and to the contrary says that he is an ordinary laborer working very irregularly for a meager wage and that he is unable to pay any further alimony and counsel fee, other than what he is now paying.

Having answered in so far as he is advised is necessary, he respectfully prays that the petition for alimony and counsel fee be dismissed and the order thereon vacated.

As in duty bound, etc.,

.....
 Sol. for Respondent in Cross-Bill.



Cir. Ct. No. 2.

29293-B

1928
37-B. Page 30.

D. No. _____

Joseph Taylor
vs

Roberta Taylor.

Attachment in Equity.

No. 29293B.
1167

Filed 18- day of Mch 1930

10

Attached

John E. Potee Sheriff

\$2.00
1.00

Attorney's Fee
Clerk's

\$3.00

RECEIVED BY THE SHERRIFFS OFFICE
MAR 14 1930 4 19 PM



(ATTACHMENT IN EQUITY.)

MARYLAND, SC.

The State of Maryland.

To the Sheriff of Baltimore City, Greeting:

YOU ARE HEREBY COMMANDED, that you attach the body of *Joseph Taylor,*
Employee, Lord Calvert Laundries, Inc., 1511
Myrtle Avenue.

if he shall be found in your bailiwick, and in safe keep, so that you have him before the
Judge of the Circuit Court No. 2 of Baltimore City, at the Court House in the same city, on the
day in 19 , to answer as well touching a certain contempt by

him committed in not *complying with the order of Circuit*
Court, No. 2, passed March 8, 1929 to the effect
that he pay \$7.00 per week, alimony pendente
lite; and \$28.00 Counsel Fee at the rate of \$2.00 a
week.
Arrears: \$267.00

as well as to such other matters and things as shall be then and there alleged against him

Hereof fail not, as you will answer the contrary at your peril.

SAMUEL K. DENNIS,

WITNESS, The Honorable MORRIS A. SOPER, Chief Judge of the Supreme Bench of Balti-

more City, the

10-

day of

March

1930

Issued the

14-

day of

March

1930

Let the attachment
issue
3/14/30
Gerst Salter

John Pleasant Clerk.

CIRCUIT COURT No. 2.

³⁰
19 28 - B Docket No. 37

Taylor
vs.

Taylor

COMMITMENT

No 29293 B.
L 177

copy - kept

Filed 18 - Mch, 1930

3/18/1930
Ceph - by Paul
John C. Pater
& Sheriff

Joseph E. Taylor
vs.
Roberta Taylor

IN THE
Circuit Court No. 2
OF
BALTIMORE CITY

The ~~Defendant~~ ^{Plaintiff} Joseph E. Taylor, having been brought before the Court under the writ of attachment heretofore issued against him, as for a contempt, for his non-compliance with the order of this Court passed Conditionally on the 2nd day of February, 1928, and made final on the 8th day of March, 1929, and being still in contempt for his non-compliance therewith, the Court being satisfied from the proof in the cause that he is able to comply with the said order; it is this 18th day of March, 1930, ORDERED, by the authority of the Circuit Court No. 2 of Baltimore City, that the said Joseph E. Taylor pay the Costs of the attachment and stand committed to the custody of the Warden of the Jail of Baltimore City until he shall have purged the contempt by his compliance with the said order, and that the Sheriff of Baltimore City deliver the body of the said Joseph E. Taylor to the Warden, together with a copy of this order to be furnished by the Clerk of this Court.

Georget Salter

MAR 18 1930 10 13 AM

RECEIVED AT
THE SHERIFFS OFFICE

MAR 20 1930 10 49 AM

CIRCUIT COURT No. 2

30
1928 B Docket 34

JOSEPH TAYLOR

vs.

ROBERTA TAYLOR

ORDER OF COURT DIRECTING WARDEN
OF BALTIMORE CITY JAIL
TO RELEASE

Copy - Copied

No. 29293 B.
<18>

Filed 21 - day of March 1928

Copy of the within Order of Court passed on Harry
E. Hunter, Warden of the Baltimore City Jail on
the 20th day of March, 1930, as they appeared
of August 2. P. P. John E. Polce Sheriff

Yes P.P.

JOSEPH TAYLOR

vs.

ROBERTA TAYLOR

IN THE

Circuit Court No. 2

OF

BALTIMORE CITY

ORDERED by the Circuit Court No. 2 of Baltimore City, this 20th day of

MARCH, 1920, That JOSEPH TAYLOR,

be and he is hereby ordered released from the custody of the Warden of the Baltimore City Jail, he having purged himself of the contempt against him charged.

Georgetta E. Baker
Judge.

Circuit Court No 2,

30
1928

B Docket 37

Joseph Taylor
vs.
Roberta Taylor
In cross Bill
} Roberta Taylor
Joseph Taylor

pink

Petition for leave to take
Testimony and Order of
Court thereon

No. 29293 B.
<19>

Filed 24 - March - 1930

Joseph Taylor
vs
Roberta Taylor
Incross Bill
Roberta Taylor
vs
Joseph Taylor

IN THE
Circuit Court No 2
OF
BALTIMORE CITY

To the Honorable the Judge of the
Circuit Court ^{#2} of Baltimore City:

THE PETITION OF Roberta Taylor, plaintiff in
cross-Bill -

in this case, respectfully shows that she desire s to take testimony in this case, and respectfully pray s that leave be granted her to do so before one of the Standing Examiners of this Court.

George W. Evans
Solicitor for plaintiff in cross-Bill

ORDERED, this 24- day of March 1930, that leave be granted to the parties to the cause, to take testimony, as prayed, before any one of the Standing Examiners of this Court.

Albert H. Jones

IN THE CIRCUIT COURT NO. 2
OF BALTIMORE CITY

30/1928

JOSEPH TAYLOR

VS.

ROBERTA TAYLOR

ORDER TO STRIKE OUT APPEARANCE

No 29293 B.
L207

Mr. Clerk:

Please file &c.

R M B M E

Solicitor for Complainant.

Ad 4 - August 1938

TESTIMONY taken at the office of George Arnold Frick, the Examiner, on Thursday, March 27th, 1930, at one-thirty o'clock in the afternoon.

Present: George W. Evans, Counsel for the Plaintiff.

Roy S. Bond, Counsel for the Defendant.

Thereupon:

ROBERTA TAYLOR, the Plaintiff in the Cross Bill of Complaint, produced as a witness on her own behalf, being first duly sworn according to law, deposeth and saith as follows - that is to say -

BY THE EXAMINER:

1 Q- State your name, residence and occupation?

A- Roberta Taylor, 1408 E. Chase Street, Shirt Factory.

2 Q- You are the Plaintiff in this Cross Bill of Complaint?

A- Yes.

3 Q- How long have you known the Defendant in the Cross Bill of Complaint, Joseph Taylor?

A- All my life in fact.

BY MR. EVANS:

4 Q- Mrs. Taylor, when were you married?

A- 1920.

Roberta Taylor

5 Q- Do you know the exact date?

A- 13th of April.

6 Q- 1920?

A- Yes.

7 Q- Are you sure that is the date?

A- Yes.

8 Q- You state in the Bill of Complaint that you were married on the 15th day of October, 1921, that is an error?

A- Yes.

9 Q- And you so state that that is an error?

A- Yes.

10 Q- The time of the marriage was 1920, April 13th?

A- Yes.

11 Q- Now Mrs. Taylor, where/were you married?

A- Norfolk, Virginia.

12 Q- By a minister of the gospel?

A- Yes, by the Reverend H. T. Griffith, Baptist minister.

13 Q- You and your husband then went to live together as husband and wife after that?

A- Yes.

13 Q- Until what time?

A- Five years ago.

14 Q- It is stated in the Bill the 14th day of October,

Roberta Taylor

1924, is that about the time of the alleged desertion?

A- As near as I can remember it was September 23rd, 1925.

15 Q- There was three or four separation, weren't there?

A- Yes.

16 Q- Do you still insist that it was September, 1925?

A- Yes.

17 Q- September, 1925, instead of October, 1924?

A- Yes.

18 Q- How do you arrive at that?

A- I just know it was September.

19 Q- How do you know it was 1925 instead of 1924?

A- I know it is 1925.

20 Q- You are sure of that?

A- Yes.

21 Q- And you still insist that it was September, 1925, instead of October 1924?

A- Yes.

22 Q- Now, you are sure of that?

A- Yes.

23 Q- Where were you living at that time?

A- 1005 Linden Avenue.

24 Q- At your house?

A- Yes.

25 Q- Had you lived together from the date of the marriage until September, 1925, on Linden Avenue?

Roberta Taylor

A- Yes.

26 Q- Who left the other, did you leave him or did he leave you?

A- He left me.

27 Q- Could you tell us why?

A- Because of another woman as far as I know.

28 Q- Then what did he do, what did he say on the date he left you?

A- Why, he just quit. He said he was disgusted with married life.

29 Q- What did he do then?

A- Well, he refused to pay the rent and I tried to take it from him and he bit me.

30 Q- Did he leave the house?

A- Yes.

31 Q- What happened - how did this come about - the circumstances?

A- He took his bag and went away. I didn't see anything more of him for three months and then he ^{came} back.

32 Q- What did he say then?

A- He wanted to know where the children was and I told him where they were and he left.

33 Q- Did you and your husband live together when he came back?

A- No, never lived together.

34 Q- Then how did you always treat Mr. Taylor?

Roberta Taylor

A- As a wife.

35 Q- Always kind, loving and affectionate?

A- Yes.

36 Q- Were you always faithful towards him?

A- Yes.

37 Q- Did you give him any cause to leave you at the time he did?

A- No.

38 Q- Have you ever talked about coming back and living together again after this separation?

A- Yes, I asked him to.

39 Q- What did he say?

A- He refused.

40 Q- Have you lived together as husband and wife since the separation in September, 1925?

A- No.

41 Q- Have you cohabited with him since the separation in 1925?

A- No.

42 Q- Has this separation which occurred in September, 1925, continued uninterruptedly for more than three years prior to the filing of this Cross Bill of Complaint in February, 1930?

A- Yes.

43 Q- Is there any reasonable hope or expectation of your living together again as husband and wife?

Roberta Taylor

A- No.

44 Q- Are you a resident of the City of Baltimore and of the State of Maryland, now?

A- Yes.

45 Q- Have you been for more than two years prior to filing of this Cross Bill of Complaint?

A- Yes.

46 Q- Is your husband a resident of the City of Baltimore?

A- Yes.

47 Q- Has he been for more than two years?

A- Yes.

48 Q- He now lives where?

A- As near as I can get is 23rd Street, someplace over there.

49 Q- That is the last address you had?

A- Yes.

50 Q- Mrs. Taylor, were there any children born as the result of this marriage?

A- Two children.

51 Q- Give their names please?

A- Myrtle Estella.

52 Q- How old is she?

A- Nine.

53 Q- What is the other one?

A- Zelma Roberta.

54 Q- How old is she?

Roberta Taylor

A- Seven.

55 Q- Who has the care and custody of those children at present - who ^{has}/charge of them?

A- My mother has them - I have.

56 Q- How long have you had them?

A- Ever since he left.

57 Q- Do you wish to have the care and custody of those children?

A- Yes.

58 Q- Are you able to take care of them and provide for them with the help of your husband?

A- Yes.

59 Q- Has your husband contributed anything towards the support of those children?

A- Yes.

60 Q- How much does he contribute?

A- He is supposed to give me Seven Dollars a week.

61 Q- By an order of Court?

A- Yes.

62 Q- Is your husband employed?

A- Yes.

63 Q- Do you know where he works?

A- No.

64 Q- Do you know how much he makes now?

A- Thirty-five Dollars a week.

65 Q- Just to refresh your memory, do you know whether

Roberta Taylor

he works at the laundry on Argyle Avenue?

A- I think that's it, I am not sure.

66 Q- He works up there someplace?

A- Yes, someplace up there.

67 Q- Can you take care of and provide for those children on, at least, Seven Dollars a week for the children?

A- Yes.

68 Q- Is your husband the fit and proper person to have the care and custody of those children, in your opinion?

A- No.

69 Q- Does he see them often?

A- No.

70 Q- Does he inquire of their welfare?

A- No.

71 Q- When was the last time he came to see them?

A- In September.

72 Q- Last year?

A- Yes.

73 Q- He could see them if he would?

A- Yes.

74 Q- Was that - his leaving his final and deliberate act?

A- Yes.

75 Q- Mrs. Taylor, there is a Bill of Complaint filed against you by your husband in January, 1928, in which he alleges that you deserted your husband. Did you ever de-

Roberta Taylor

sert your husband?

A- No indeed.

76 Q- Mr. Taylor alleges also in his Bill of Complaint that you were a non-resident of the State of Maryland in 1928 and were a resident of Pittsburg. have you ever been a resident of Pittsburg, Pa?

A- No, I have^{never} been in Pittsburg, Pa.

77 Q- He also alleges that he treated you kind and affectionate etc. Was that the conduct of your husband up until the time of the separation?

A- It certainly is not.

78 Q- And he charges you with not being just what a wife should be towards him that is, not in adultery, but being neglectful and careless?

A- That's untrue.

CROSS EXAMINATION BY MR. BOND:

1XQ- Mrs. Taylor, that Seven Dollars a week ordered by the Circuit Court No. 2. You remember that?

A- Yes.

2XQ- Was that intended for the children or for you and the children?

A- For the children.

3XQ- What makes you think that?

A- Well, because when the judge over there asked me if I wanted anything for myself I told him no.

roberta Taylor

4XQ- You told them you didn't want anything for yourself?

A- Yes.

5XQ- And you don't think that was intended for you, that Seven Dollars?

A- No.

6XQ- Can you get along on anything less than Seven Dollars?

A- No, I don't see where I can.

7XQ- He complains frequently of being out of work for long periods of time. Do you know anything about that?

A- No, he works steady.

8XQ- Isn't it true that sometimes he only works half-time?

A- He works everyday.

9XQ- You know that to be true?

A- Yes.

10XQ- What do you do for a living?

A- Felton Shirt Factory.

11XQ- What do you earn?

A- Eight and seven Dollars a week, according to the work. I do piece work.

12XQ- Sometimes as high as Twelve Dollars?

A- Sometimes as high as ten Dollars.

13XQ- Didn't you say you were living with your mother?

A- No.

14XQ- The children stay with her?

Roberta Taylor

A- Yes.

15 XQ- The Seven Dollars he is supposed to pay you for their support?

A- Yes.

16XQ- Where are those children at the present time?

A- They are going to school - staying with my mother. They stay with her during the winter and when they go to school.

17XQ- How much do you pay your mother for it?

A- I give her the check just as soon as I get it.

18XQ- Give her all of it?

A- Yes.

19XQ- Now, in the event that his Honor signs a decree in this case, what is the least amount you can get along on for the support of those children; taking into consideration that you are working and that your mother helps you with the children?

A- Seven Dollars.

20XQ- Your husband states that he is perfectly willing to pay Five Dollars a week for the support of those children. Is that agreeable to you?

A- No, you know that they are school children, Lawyer Bond, between seven and nine and you know what it takes to care for them.

21 XQ- He gave you One Hundred and Fifty Dollars for the

Roberta Taylor

support of those children last week?

A- I beg your pardon, he did not.

22XQ- One Hundred and Fifty Dollars?

A- One Hundred and Forty-seven Dollars.

23XQ- Three Dollars was taken out for the costs of the Court?

A- Yes.

24XQ- But he paid One Hundred and Fifty Dollars?

A- He did not. I only get Ten Dollars a week of that One Hundred and Forty-seven Dollars until I get it all.

25XQ- One Hundred and Forty-seven Dollars was paid for the support of the children?

A- One Hundred and Forty-seven Dollars.

MR. BOND: That's all.

ReDIRECT EXAMINATION BY MR. EVANS:

79 Q- That \$147.00, Mrs. Taylor, was that for current or back?

A- Back alimony.

80 Q- To whom was that money owed?

A- The children.

81 Q- And likewise that money was owed to whom?

A- Mrs. Yarborough.

82 Q- Mrs. Yarborough takes care of them sometimes in the summer time?

A- Yes.

Roberta Taylor

83 Q- Where does she live?

A- 1023 McDonald Street.

84 Q- Is Mrs. Yarborough a proper person to have the custody of those children during the day, while you are at work?

A- Yes.

85 Q- Is your mother a proper person to have them during the school period?

A- Yes.

86 Q- Do they go to school everyday?

A- Every day.

87 Q- Mrs. Taylor, when you don't receive money for the support and maintenance of these children, how do you make out?

A- I just keep on asking them to keep the children and when I get a check I make it good.

88 Q- You have done so ever since you had the children?

A- Ever since.

89 Q- It is through the kindness of your mother that you are able to get along and take care of them, isn't it?

A- Yes.

90 Q- In reference to this \$147.00 that was paid, to whom did you pay that money?

A- My mother I sent it to.

91 Q- Because you owed her all of that from arrears?

A- Yes, all went to my mother.

Roberta Taylor

92 Q- Mr. Taylor was Two Hundred and some Dollars back?

A- Two Hundred and some thing, I don't know.

93 Q- And all of that money was due to your mother?

A- My mother.

MR. EVANS: That's all.

RE-CROSS EXAMINATION BY MR. BOND:

26XQ- Wasn't the reason why - for his getting back because he couldn't pay you Seven Dollars a week?

A- No, he told me, he absolutely refused to pay me.

27XQ- When did he tell you that?

A- In September.

28XQ- Didn't he tell you that he could pay Five Dollars but couldn't pay Seven Dollars?

A- Would not pay me nothing.

29XQ- He said he would pay that much because he only works half-time?

A- No, he works every day right down on Aliceanna and Cambridge Streets.

30XQ- Does he work regular?

A- Every day.

31XQ- Year in and year out?

A- Yes.

32XQ- He has frequently complained of being out of work?

A- Not a bit of it. I know he works every day.

MR. BOND: That's all.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state the same fully and at large in your answer.

Answer:

No.
Roberta G Taylor,

KATHERINE YARBOROUGH, produced as a witness on behalf of the Plaintiff, being first duly sworn according to law, deposes and saith as follows - that is to say -

BY THE EXAMINER:

1 Q- State your name, residence and occupation?

A- Katherine Yarborough, 1023 McDonald Street, Domestic.

2 Q- Do you know the parties to this suit, Roberta Taylor and Joseph Taylor?

A- I do.

3 Q- How long have you known them?

A- Well, I have known Roberta since 1910, and I have known Mr. Joseph Taylor since 1921.

BY MR. EVANS:

4 Q- Mrs. Yarborough, do you know when and where they were married?

A- Norfolk, Virginia.

5 Q- Were you present at the ceremony?

A- I was not.

6 Q- They were always known and recognized in the community in which they lived as man and wife?

A- Always.

7 Q- Are Mr. and Mrs. Taylor living together now?

A- No.

8 Q- They are separated?

A- Yes.

Katherine Yarborough

9 Q- Who left the other, did she leave him or did he leave her?

A- He left her on Linden Avenue.

10 Q- Do you know the address?

A- I think it was the fourteen hundred block, I know it was on Linden Avenue.

11 Q- Do you know the date?

A- I don't know the exact date, but it was in 1925, around September.

12 Q- How do you place that time?

A- 1925?

13 Q- Yes.

A- Well, my mother died July 7th, 1925, and that was around in the fall that they separated because she came to me the next day and told me and she asked me to lend her the money to send the children home because he left her absolutely penniless, without anything.

14 Q- That was a couple days after the separation?

A- Yes.

15 Q- And that was sometime after your mother died?

A- Yes, around in September.

16 Q- Mrs. Yarborough, did you visit their home?

A- I did.

17 Q- Do you know how Mr. Taylor treated Mrs. Taylor?

A- Well, so far as I could see they both got along like children. I never seen any sign of nothing.

Katherine Yarborough

18 Q- Do you know how he treated her?

A- He treated her alright up until he started running around with other women and started staying out late at night and sometimes all night. Sometimes he wouldn't come home at all.

19 Q- Did they have any fights that you know of?

A- Not until the separation. She came down to my house and had a scar on her face where he had hit her.

20 Q- Mrs. Yarborough, how often did you visit the home?

A- About once a week, sometimes two and three times a week when they lived on Lombard Street. After they moved out on Linden Avenue I didn't see her very much.

21 Q- Mrs. Yarborough, how did Mrs. Taylor treat her husband with respect to her conduct?

A- Very nice as far as I could see.

22 Q- Kind, loving and affectionate?

A- Kind to him, yes.

23 Q- There was no misconduct on her part that led up to the separation?

A- No, when I asked him why he left her he said he was just tired of married life.

24 Q- Mrs. Yarborough, you keep the children in the summer, don't you?

A- Yes.

25 Q- Did he ever come to see the children?

A- Once or twice I think I have seen him there, last

Katherine Yarborough

summer.

26 Q- The occasion for your asking him why he had deserted his wife what explanation did he give for that?

A- Well, he came over and said that he had rented a eleven room house and he wanted to take and keep the children over there. I said to Mrs. Taylor, what do you think he would do with those children over there when he didn't even support them when you were living together. She told me that she wanted me to keep them while she went to work and supported them. I said to Mr. Taylor, "Joe, why don't you go back and support your wife and family like you should do and care for them." He said, "Mrs. Yarborough, I could never do that again and I will never do it." I said to him, "Well, why did you leave her?" He said, "She never did anything wrong to me the whole ^{we} time/were living together, I haven't anything against her, she done her part, I just got tired of married life."

27 Q- Mrs. Yarborough, Mrs. Taylor has asked the care and custody of those children. Is Mrs. Taylor a fit and proper person to have the care and custody of those children?

A- Yes, I think she is.

28 Q- Does she take care of them and provide for them?

A- She certainly does.

29 Q- Do you feel that the husband is the proper person to have the care and custody of them?

Katherine Yarborough

A- No, he is not.

30 Q- Mrs. Yarborough, you take care of the children in the day time for Mrs. Taylor during the summer?

A- Yes.

31 Q- And in the winter when they go to school they are with the grand-mother?

A- Yes.

32 Q- Is the grand-mother a fit and proper person to have the care and custody of those children during the school months?

A- Yes.

33 Q- Under the mother's supervision?

A- Yes.

34 Q- Mrs. Yarborough, how many children are there?

A- Two.

35 Q- What are their names?

A- Myrtle Estella and Zelma Roberta.

36 Q- Do you know the approximate ages?

A- I don't exactly know them but I think Estella is around nine, and Zelma, is seven.

37 Q- Have Mr. and Mrs. Taylor lived together since the separation in 1925?

A- No.

38 Q- Has Mrs. Taylor cohabited with Mr. Taylor since the separation in 1925?

Katherine Yarborough

A- No.

39 Q- Has this separation continued uninterruptedly for more than three years?

A- Yes.

40 Q- And was it Mr. Taylor's final and deliberate act in leaving his wife?

A- Yes.

41 Q- Is there any reasonable hope or expectation that they will ever live together again as man and wife?

A- I don't think so, no.

42 Q- Are Mr. and Mrs. Taylor residents of the City of Baltimore, State of Maryland?

A- Yes.

43 Q- Have they both resided in the City of Baltimore for more than two years prior to February 21st, 1930?

A- Yes, sure.

44 Q- Mrs. Yarborough in the summer time when you keep the children, what do you do for them?

A- I do for them just what I would do for my own children. I keep them out of the street and feed them and take care of them.

45 Q- The mother sees them every night?

A- Yes.

46 Q- Does she buy the clothes for them?

A- Yes.

47 Q- She works out, doesn't she?

Katherine Yarborough

A- Yes.

48 Q- She pays you for taking care of the children during the summer?

A- Yes, when he gives it to her to pay.

49 Q- Of course, when she gets back you keep the children until he pays her the money to give to you?

A- Yes.

50 Q- Mrs. Taylor says that she thinks Seven Dollars a week is the least that she could get along on for providing and taking care of the children. Do you think that is a reasonable amount, Seven Dollars a week for the children?

A- Well, I'll tell you what I think about it. Now, of course, I keep them for that but I wouldn't keep anybody else's children for that. I got children of my own and I can tell you that I know what it takes for them children. I look after those children just as if they were mine. Of course, I don't buy the clothes for them, but if she didn't buy the clothes for them I don't see how I could get along on Seven Dollars a week for them.

51 Q- Could she get along on anything less than Seven Dollars a week?

A- I don't think so. I don't see how she can.

52 Q- You are the mother of how many children?

A- Three children because I have adopted a child.

53 Q- Could you get along on any less than Seven Dollars

Katherine Yarborough

a week for two children?

A- I could not.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state the same fully and at large in your answer.

Answer: *Ms.*

Katherine Y. Anbrow