

NO. 15537-D

EDWIN A. EKDAHL		IN THE DISTRICT COURT
vs.		OF TARRANT COUNTY, TEXAS,
MARGUERITE C. EKDAHL		17TH JUDICIAL DISTRICT

JUDGMENT

On the 15th day of June, 1948, came on to be heard the above entitled and numbered cause, wherein EDWIN A. EKDAHL is plaintiff, and MARGUERITE C. EKDAHL is defendant, and the plaintiff and the defendant having through their attorneys of record announced ready for trial, and came a jury of twelve good and lawful men, who being duly impanelled and sworn and having heard the pleadings, the evidence and the argument of counsel on their oaths do for their verdict, in response to the following special issues, definitions and instructions submitted to them by the Court on the 16th day of June, 1948, make the following respective findings:

No. 15,537-D

Edwin A. Ekdahl,		In the District Court of
vs.		Tarrant County, Texas,
Marguerite C. Ekdahl.		17th Judicial District.

COURT'S CHARGE

Gentlemen of the Jury:

This case is submitted to you upon special issues, and you will, from the evidence introduced before you, answer the following questions:

Special Issue No. 1:

Question: Do you find from the preponderance of the evidence that the defendant, Mrs. Ekdahl, is guilty of excesses, cruel treatment, or outrages toward the plaintiff, Edwin A. Ekdahl, of such a nature as to render their living together insupportable? Answer "yes" or "no."

Answer: Yes.

You are instructed that the term "excesses, cruel treatment or outrages" as used in this charge means physical violence; and also includes conduct, demeanor and language of one party toward the other of such a cruel nature as to affect the mind or sensibilities of the other to such a degree as to affect the physical welfare of the person subjected to such conduct.

Special Issue No. 2:

If you have answered the preceding question "no," you need not answer this question, but if you have answered the same "yes," then answer:

Question: Do you find from the preponderance of the evidence that such excesses, cruel treatment, or outrages, if any, were not provoked by the conduct of the plaintiff toward the defendant? Answer: "They were not provoked" or "they were provoked."

Answer: They were not provoked.

Special Issue No. 3:

Question: What do you find from the preponderance of the evidence is a reasonable attorney fee to be allowed to the defendant for representation in this case? Answer by giving amount of money.

Answer: \$250.00.

By the term "preponderance of the evidence" is meant the greater weight of the credible testimony.

YOU ARE THE EXCLUSIVE JUDGES of the credibility of the witnesses, of the weight to be given to their testimony, and of the facts proved, but the law you will receive from the Court as given to you herein and be governed thereby.

(Signed) Frank Culver, Jr.
Judge Presiding.

We, the jury, return our answers to the above and foregoing questions as our verdict in this case.

(Signed) J. J. Hardin
Foreman.

The said findings were received by the Court and were filed and entered of record on the minutes of such Court.

The Court having been advised by the parties that an agreement had been entered into with respect to the disposition of any community property owned by plaintiff and defendant, and the Court having further been advised that with reference to such agreement and settlement, the plaintiff, Edwin A. Ekdahl, has agreed to make payment of the sum of \$1,500.00 in cash to the said Marguerite C. Ekdahl in full and final settlement of any and all rights which she might have or may assert or hereafter assert in the community property of the said Edwin A. Ekdahl and Marguerite C. Ekdahl, and the Court having found that such agreement is fair and reasonable and should be approved, and the Court having been further advised that the said Edwin A. Ekdahl releases and quitclaims any interest which he may have in and to any and all jewelry, rings, wearing apparel and personal ornaments in possession of Marguerite C. Ekdahl, and likewise releases and quitclaims any interest in and to any silverware, dishes, glassware, linens, drapes, furniture and furnishings in possession of the said Marguerite C. Ekdahl, and further releases any and all claim to any money or bank accounts standing in the name of Marguerite C. Ekdahl, all of said property by such agreement being the separate property of the said Marguerite C. Ekdahl, and the Court having been further advised that the said Marguerite C. Ekdahl releases and quitclaims any interest which she may have by virtue of such marriage to Edwin A. Ekdahl or otherwise to any and all property of every kind and character wheresoever situated, including all money and bank accounts, but not limited thereto, now standing in the name of Edwin A. Ekdahl, either in his individual name or in joint accounts with others, and likewise including, but not

limited to, all personal earnings and salaries of the said Edwin A. Ekdahl:

Whereupon, the plaintiff having made and the Court having duly heard and considered his motion for judgment, and such additional considerations and findings as were authorized by law having been had and made, including but not limited to the finding that plaintiff is and has been an actual bona fide resident of the State of Texas for more than twelve months and has resided in Tarrant County for more than six months; likewise including but not limited to the finding that there have been no children born as a result of said marriage; likewise including but not limited to the finding that defendant, Marguerite C. Ekdahl, desires the restoration of her former name, Marguerite C. Oswald; and the Court having heard and approved the agreement hereinabove set out, the Court is of the opinion that judgment should be rendered as follows for the plaintiff:

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED AND DECREED By the Court, on this the 24th day of June, 1948, that the bonds of matrimony heretofore existing between plaintiff, Edwin A. Ekdahl, and the defendant, Marguerite C. Ekdahl, be and they are hereby dissolved, and that said plaintiff be and he is hereby granted a decree of divorce from the defendant based upon the above and foregoing jury finding, and the finding of the Court, that the defendant has been guilty of excesses, cruel treatment and outrages against the plaintiff of such a nature as to render their further living together wholly insupportable.

IT IS FURTHER ORDERED By the Court that the agreement heretofore entered into between plaintiff and defendant as above detailed with reference to the disposition of community property is hereby approved by the Court.

IT IS FURTHER ORDERED By the Court that defendant's former name, Marguerite C. Oswald, be restored to her.

IT IS THE FURTHER ORDER Of the Court that the sum of \$250.00 be paid to the firm of McLean & McLean, attorneys for the defendant, as a reasonable attorneys' fee for their representation of the defendant herein; that all court costs herein expended be assessed against the defendant, for all of which execution may issue. *Rendered and entered this 24th June 1948*

Frank Culver
Judge.

Approved as to Form:

WALLACE & KORTH

by

Judith Korth

Attorneys for Plaintiff,
Edwin A. Ekdahl.

McLEAN & McLEAN

by

John S. McLean

Attorneys for Defendant,
Marguerite C. Ekdahl.

A CERTIFIED COPY,
ATTEST: *6-9-1964*
GEORGE JOHNSON
District Clerk, Tarrant
County, Texas
By *Roy Howard*
Deputy

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OF TARRANT COUNTY, TEXAS

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JUDGMENT

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