

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1945

No. 114

GRACE MARSH, APPELLANT,

vs.

THE STATE OF ALABAMA

APPEAL FROM THE COURT OF APPEALS OF THE STATE OF ALABAMA

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[fol. 1]

[Caption omitted]

IN INFERIOR CRIMINAL COURT OF MOBILE COUNTY**COMPLAINT**

THE STATE OF ALABAMA,
County of Mobile:

Personally appeared before me, Wm. J. Kern, Clerk of the Inferior Criminal Court of Mobile County, A. I. Chatham who, on being sworn, deposes and says that he has probable cause for believing, and does believe, that within the past 12 months Grace Marsh without legal cause or good excuse and after having been warned within the past six months not to do so, entered upon the premises of the Gulf Shipbuilding Corporation, a corporation contrary to law and against the peace and dignity of the State of Alabama, and prays for a warrant for the arrest of the said Grace Marsh.

A. I. Chatham.

Sworn to and subscribed before me this 27 day of December, 1943. W. J. Kern, Clerk of the Inferior Criminal Court of Mobile County.

IN INFERIOR CRIMINAL COURT OF MOBILE COUNTY**WARRANT**

The State of Alabama, County of Mobile, to the Sheriff of Mobile County:

Complaint on oath having been made before me that the offense of Trespass and described in the affidavit on file in this court has been committed, and accusing Grace Marsh thereof, you are therefore commanded forthwith to arrest and bring her before the Judge of the Inferior Criminal Court of Mobile County.

Dated 27 day of December, 1943.

(Signed) W. J. Kern, Clerk of the Inferior Criminal Court of Mobile County.

Executed this the 24 day of Dec. 1943.

Admitted to bail in the sum of \$——.

By Wm. H. Holcombe, Sheriff of Mobile County.

By A. I. Chatham, Deputy Sheriff.

[fols. 2-3] IN THE INFERIOR CRIMINAL COURT OF MOBILE
COUNTY

No. 19862

STATE OF ALABAMA

VS.

GRACE MARSH

Charge, Trespass; Warrant and Affidavit Issued, 12/27/43;
Executed, 12/24/43; Complainant, A. I. Chatham

CERTIFICATE OF JUDGMENT

The defendant having been arraigned and pleaded not guilty the Court on hearing the evidence in this case is satisfied of the guilt of the defendant and it is considered and adjudged by the Court that the defendant is guilty wherefore the Court awards the following punishment: That the defendant pay a fine of \$50.00 Dollars and the costs of these proceedings, and that in default of the payment of said fine and costs, the defendant be imprisoned in the Mobile County Jail as follows—20 days for failure to pay the fine.

January the 6th, 1944.

Tisdale J. Touart, Judge of the Inferior Criminal
Court of Mobile County.

Notice of Appeal 1/6/44. Bond \$100.00. Released on
Bond 1/6/44.

Clerk's Certificate to foregoing paper omitted in printing.

[fol. 4] IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

STATE OF ALABAMA, Plaintiff,

vs.

GRACE MARSH, Defendant

On Appeal from the Inferior Criminal Court for Mobile
County, Alabama

PLEAS—Filed January 22, 1944

Now comes the Defendant ——— and for answer to
the complaint herein, says:

1. That she is not guilty.

2. Defendant says that at the time she is alleged to have committed the offense with which she is charged in this cause, she was engaged in distributing pamphlets known as the "Consolation & Watchtower" published by the Watchtower Bible and Tract Society, a religious organization, said pamphlet being devoted to the dissemination and perpetuation of the religious belief of the Defendant and of others known as Jehovah's Witnesses; that she was a duly ordained minister and the act of so distributing the pamphlets or magazines was a part of her religious duties and obligations and was done in accordance with and pursuant to her religious beliefs and convictions and in her belief in obedience to the command of Almighty God; was not for financial benefit or gain and was solely for the purpose of promoting the spread of the Gospel of the Kingdom of Jehovah God under Christ Jesus, in accordance with her understanding of the Holy Scriptures; and she further says that the prosecution of this cause was based upon the doing of the things and acts described hereinabove and because of the doing of said acts and not for having violated any laws of the State of Alabama, and she denies that she, without legal cause or good excuse, entered upon the premises of the Gulf Shipbuilding Company, a corporation, within the contemplation of the statute of the State of Alabama, after having been warned not to do so.

3. For further answer to the complaint the defendant says that during World War One, and in, to-wit, the year 1918, the lands, a part of which is involved in this cause,

was platted and laid off into lots and streets, That on much of said property homes and residences were located. That on a portion of the property, were erected buildings to be used for business purposes, to-wit, a drug store, a grocery store, a barber shop and a United States Post Office known as the Chickasaw, Alabama, Post Office. That a sidewalk, to-wit, ten feet in width, was erected in front of said buildings, and a road and driveway in front thereof [fol. 5] parallel with the public highway running north and south in front on said point and within thirty-five feet from said sidewalk. That said business houses were open to the residents of said subdivision and to the general public. That subsequent to the signing of the Armistice, operation in what was known as the Chickasaw Shipbuilding Company ceased and the buildings located on said subdivision were thrown open to and were rented to the general public, whether employed by the owners of said property or not, the business houses leased to tenants and business continued to be conducted therein, and the sidewalk and driveway in front thereof continued to be used indiscriminately by the general public without restriction. That such use continued without let-up or cessation and without any interference on the part of the owners of said property until, to-wit, the month of December, 1943. That in, to-wit, the month of December, 1943, this defendant and others associated with him or her went upon the sidewalk in front of said business houses as aforesaid, to-wit, the drug store, the grocery store, the laundry station, the United States Post Office, and the barber shop, and engaged in distributing pamphlets known as the "Consolation" published by the Watchtower Bible and Tract Society, a religious organization, said pamphlet being devoted to the dissemination and perpetuation of the religious belief of the defendant and of others known as "Jehovah's Witnesses"; that he was a duly ordained minister of said organization and in so doing he acted in accordance with and pursuant to his religious beliefs and convictions and, in his belief, in obedience to the command of Almighty God, and that the act of so distributing the pamphlets was a part of his religious duties and obligations and was not for pecuniary benefit or gain, and was solely for the purpose of promoting the spread of the Gospel of Jesus in accordance with his understanding of the Holy Scriptures; and he further says that the prosecution in this cause is

based upon the doing of the acts as described hereinabove, and because of the doing of said acts and not for having created any disorder, disturbance or in anywise interfered with the rights of others, and he denies that he committed any trespass upon or that he entered upon the premises of the Gulf Shipbuilding Company a corporation, after warning, within the contemplation of the statutes of the State of Alabama, under which this prosecution is brought, but says and shows as aforesaid, that at the time of the doing of the acts the basis of his arrest in this cause, he was engaged in his ministerial duties as aforesaid in the exercise of the rights guaranteed to him by the Constitution of the United States and of the State of Alabama, in an orderly and proper manner at a place devoted to the use of and used by the general public indiscriminately and without restriction continuously for much more than twenty years prior to the month of December, 1943.

4. For further answer to the complaint herein the defendant says that at the time of the doing of the act, the basis of his arrest in this cause, he was a member of the Society known as "Jehovah's Witnesses" and an ordained minister, and was engaged in his ministerial duties as such in distributing magazine known as the "Watchtower and Consolation" published by the Watchtower Bible and Tract Society, a religious organization, said pamphlets being devoted to the dissemination and perpetuation of the religious belief of the defendant, at a point on a concrete sidewalk constructed in front of certain buildings in the village or Town of Chickasaw, Mobile County, Alabama, known as the Business Block thereof, and fronting upon which were buildings occupied by a drug store, a barber shop, a grocery store, the office of a dry cleaning establishment, a United States Post Office and other commercial business, all of which said business houses were leased and rented to others than the Gulf Shipbuilding Company, a corporation, without restrictions as to the said sidewalk; that said sidewalk had been for a long time, was then, and is now, being used indiscriminately by the general public for the purpose of going to and from said business houses, and as a part of the street or highway.

5. For further answer to the complaint the defendant says that the statute under which this prosecution is brought as applied by the Public Authorities charged with its ad-

ministration in the County of Mobile in this cause, is void and unconstitutional in that it deprives him of the religious freedom and of the rights guaranteed to him by the 14th Amendment to the Constitution of the United States of America, and it deprives him of the right to distributing pamphlets known as the "Watchtower & Consolation" published by the Watchtower Bible Tract Society, a religious organization, as more particularly set forth in Plea Two hereof, which is by reference incorporated herein and made a part hereof as fully as if here set out in extenso.

[fol. 7] 6. For further answer to the complaint defendant says that the statute under which this prosecution is brought, as applied by the authorities charged with its administration in this cause, is void and unconstitutional as to him in that it deprives him of the rights guaranteed to him by the 14th Amendment to the Constitution of the United States and of the State of Alabama, in that it works an unjust and unfair discrimination as against him in that the authorities charged with the administration of said statute permit the indiscriminate use of the sidewalk, the premises whereon he was arrested, and is charged with having trespassed, as a passageway and street by the general public for the purpose of going to and from the United States Post Office, the drug store and other business houses located on said sidewalk, and permit the members of the general public to stand and be upon said sidewalk, all without molestation or interference, and defendant says that the enforcement of said ordinance in such manner constitutes an unjust and illegal discrimination between himself and others in similar circumstances material to his rights, and constitutes a denial of equal justice within the provisions of the Constitutions aforesaid.

D. R. Coley, Jr., Attorney for Defendant. G. C. Powell, Attorney for Defendant.

[File endorsement omitted.]

IN CIRCUIT COURT OF MOBILE COUNTY

STATE'S MOTION TO STRIKE PLEAS—Filed January 26, 1944

Now comes the State of Alabama, acting by and through its Solicitor for Mobile County, Carl M. Booth, and moves the Court, separately and severally, as to each plea here-

inafter mentioned, to strike Pleas Two, Three, Four, Five and Six filed by the Defendant, and in support of this motion assigns the following separate and several grounds:

One

Said plea is frivolous.

Two

Said plea is, in legal effect, no more than a plea of not guilty, and adds nothing to the plea of not guilty on file by this defendant.

[fol. 8]

Three

The affidavit and warrant on which this prosecution is based charged the defendant with having committed a criminal trespass after warning, and the issue is merely whether or not the defendant is guilty of the offense charged, which has been raised by the plea of not guilty filed by the defendant.

Four

Said plea does not contain allegations of fact constituting a defense to the prosecution other than insofar as they amount to a plea of not guilty.

Five

Said plea is no more than a plea of not guilty, coupled with a statement of evidence in support of the denial of guilt.

Six

Said plea sets forth a statement of facts and evidence which, if admissible in evidence on the trial of the cause, would be admissible only in support of the general denial of guilt already on file by the defendant.

Seven

Said plea consists of an argument in support of the defendant's plea of not guilty, and such facts as are contained therein do not present any special defense.

Eight

The only matter contained in said plea which may properly be set out as a defense to the prosecution is the denial

contained therein of the charge of trespassing after warning, and said plea, therefore, adds nothing of legal effect to the plea of not guilty.

Carl M. Booth, Solicitor, State of Alabama, County of Mobile.

[File endorsement omitted.]

IN CIRCUIT COURT OF MOBILE COUNTY

[Title omitted]

ORDER; STATE'S MOTION TO STRIKE PLEAS GRANTED AS TO ALL PLEAS EXCEPT PLEA OF NOT GUILTY AND DEFENDANT EXCEPTS—January 27th, 1944

[fol. 9] This day in open court came the State of Alabama by its Solicitor and the defendant in her own proper person and with her attorneys and State's motion filed January 26th, 1944, to Strike Defendant's Pleas coming on to be heard and being argued by counsel an understood by the court; It is ordered and adjudged by the court that the State's said motion filed January 26th, 1944, to strike pleas be and the same is hereby granted to all pleas except Plea of Not Guilty.

And to which ruling of the court Defendant excepts.

IN CIRCUIT COURT OF MOBILE COUNTY

WAIVER OF ARRAIGNMENT, PLEA OF NOT GUILTY, JUDGMENT, SENTENCE, NOTICE OF APPEAL AND SUSPENSION OF EXECUTION OF SENTENCE PENDING APPEAL—January 27th, 1944

This day in open court came the State of Alabama by its Solicitor and the defendant in her own proper person and with her attorneys and the defendant in open court on this day waived arraignment on the original affidavit in this case charging her with the offense of Trespass and plead not guilty, and the trial of this case having been regularly set for this day, and no trial by jury having been demanded by the defendant, this case is tried by the court without the intervention of a jury, and the court after hearing the evidence in this case renders judgment finding the defendant

guilty of Trespass as charged in the original affidavit and further found that the defendant be fined \$50.00.

Thereupon in open court on this day the defendant being asked by the court if she had anything to say why the judgment and sentence of the law should not be passed upon her replied "she had not": It is therefore considered and adjudged by the court that the defendant is guilty of the offense of Trespass as charged in the original affidavit and that the State of Alabama for the use of Mobile County have and recover of the defendant a fine of Fifty Dollars and the costs of this prosecution.

And the defendant having made default in the payment of the said fine and costs; it is ordered and adjudged by the [fol. 10-13] court that the defendant be imprisoned in the Mobile County Jail for the term of twenty days in lieu of said fine.

Thereupon in open court on this day at the time of the sentence the Defendant gave notice of appeal and moved the court to suspend the execution of sentence pending appeal and to fix the amount of the Appeal Bond; it is therefore considered and adjudged by the court that execution of the sentence in this case be and the same is hereby suspended pending appeal and that the amount of the appeal bond be and the same is hereby fixed at \$500.00.

[fol. 14] IN COURT OF APPEALS OF ALABAMA

WRIT OF CERTIORARI—Filed July 5, 1944

To the Clerk of the Circuit Court of Mobile County,
Greetings:

Whereas, In a case now pending in our Court of Appeals from the judgment of said Circuit Court of the date of January 27, 1944, between Grace Marsh, defendant, and State of Alabama, plaintiff, Circuit Court No. 5197, the said defendant filed a petition suggesting a *dimunition* of the record and has prayed that a writ of certiorari issue directing that all the records and proceedings, including the official court reporter's transcript of the testimony in said cause, be certified to this court for review and has obtained an order for such writ.

We therefore command you to make diligent search of the records and proceedings in your office in the above cause, and certify, together with this writ, a full and complete transcript of said records and proceedings and make return hereto to the next regular term on Monday, October 30, 1944, of our said Court of Appeals at Montgomery.

Witness, Charles Bricken, Jr., Clerk of the Court of Appeals of Alabama, at the Capitol, this 30th day of June, 1944.

Charles Bricken, Jr., Clerk, Court of Appeals of Alabama.

(File endorsement omitted.)

[fol. 15] IN THE CIRCUIT COURT OF MOBILE COUNTY

No. 5197

STATE OF ALABAMA

vs.

GRACE MARSH

Transcript of Evidence

Note: There are six of these cases, and it was agreed to try all the cases together.

The following is a transcript of the proceedings had in the foregoing styled cause, before the Hon. D. H. Edington, without a jury, on the 27th day of January, 1944:

APPEARANCES:

F. J. Inge, Esq., Special Counsel, and Carl Booth and T. O. Howell, for State.

D. R. Coley, Jr., Esq., and Grover C. Powell, Esq., Atlanta, Ga., for Defendants.

It was agreed that in the cases of Cora Smith, Mittie L. Williamson, and Alberta Rouse, we will proceed with the trial of the cases as though the same pleadings were filed in those cases as have been filed in the other three cases, and the same motion to strike on the part of the State.

By Mr. Coley: In view of the ruling of the Court in striking the pleas, we will not consent to go to trial on these original affidavits.

By the Court: I am sorry because you will have to go to trial on them; you have already filed pleas to them and the Court had made its ruling on the pleas before you refused to go to trial on them.

Defendants reserved an exception to the ruling of the Court.

The Witnesses were duly sworn by the Court, and the Defendants asked for the rule, and the witnesses were excluded from the Court room.

By Mr. Coley: May it please the Court, Mr. G. C. Powell of Atlanta, has been introduced to your Honor, and he will take part in these cases.

By the Court: Yse sir.

A. I. CHATHAM, a witness for the State, after having been [fol. 16] first duly sworn, testified as follows:

Direct examination.

By Mr. Inge:

Q. What is your name?

A. A. I. Chatham.

Q. Mr. Chatham, what is your present occupation or employment?

A. I am working for the Gulf Shipbuilding Corporation and a Deputy Sheriff, deputized through the Sheriff.

Q. You are deputized by the Sheriff of Mobile County, Alabama?

A. Yes, sir.

Q. And employed by the Gulf Shipbuilding Corporation?

A. Yes, sir.

Q. What were your duties there during the month of December, 1943, were you employed in those capacities at that time?

A. Yes sir; police officer out there and carrying out the duties as required and as the office advised me.

Q. You carried out police duties with reference to the properties of the Gulf Shipbuilding Corporation?

A. Yes, sir.

Q. Mr. Chatham, did you file an affidavit for a warrant on the 27th of December, 1943, in the Inferior Court against Grace Marsh?

A. Yes, sir.

Q. And against Cora Smith?

A. Yes, sir.

Q. And against Aline Stephens?

A. Yes, sir.

Q. Mittie Williamson?

A. Yes, sir.

Q. Alberta Rouse?

A. Yes, sir.

Q. And Joseph Marsh?

A. Yes, sir.

Q. Prior to that date, prior to December 27th, 1943, had you arrested those six named defendants?

A. Well, I had them over to the Police Station; I never did make no charge against them; I taken them over and tried to get them to leave and they wouldn't do it, and I did bring them down to the docket room one day.

Q. What day was that?

A. I would say on the Saturday before, I don't remember that date, Mr. Inge, a couple of weeks before then, I would say a week before.

Q. I don't think you understand my questions; you say you brought these people down to the Sheriff's Office?

A. Two of them.

Q. Do you remember an occasion when you brought all of them down?

A. Yes, sir.

Q. That is what I am asking you about?

A. Yes sir, on December 24th.

[fol. 17] Q. December 24th, 1943?

A. Yes, sir.

Q. Is that the occasion on which you arrested these six defendants?

A. Yes, sir.

Q. Where were they at the time you placed them under arrest?

A. They were on the sidewalk in front of the business block.

Q. Where?

A. On the sidewalk.

Q. In front of the business block where?

A. Oh! let me see——

Q. Where is the business block?

A. It is at Chickasaw.

Q. Is that in Mobile County, Alabama?

A. Yes sir.

Q. That was on the 24th of December that you arrested them there?

A. Yes sir.

Q. And as I understood you later and on the 27th of December, 1943, you filed a formal complaint against them in the Inferior Court of Mobile County, Alabama?

A. Yes sir.

Q. Mr. Chatham, will you examine this paper that I hand you that purports to be a notice, written notice, by Gulf Shipbuilding Corporation—just a minute, let me show it to defense attorneys. Will you state to the Court whether or not that is a notice that had been posted on that business block at any time?

Defendants object as leading, and the Court overruled the objection, and Defendants reserved an exception to the ruling of the Court.

A. Yes sir, this was posted on several of the windows or different parts of the businesses.

Defendants move to exclude the answer on the same ground, and the Court refused the motion, and Defendants reserved an exception to the ruling of the Court.

Q. That same written notice, other copies of that, were posted in the stores, how were they posted, Mr. Chatham?

Defendants object on the same ground, and the Court overruled the objection, and Defendants reserved an exception to the ruling of the Court.

A. They were posted on the windows in front of the buildings.

Q. Were they visible from the sidewalk?

A. Yes sir.

Q. Had you seen them there?

A. Yes sir.

Q. How long had those notices been posted in the store windows to the best of your knowledge?

[fol. 18] A. At that time I would say around four weeks to a month, something like that; I don't remember the exact time.

Q. What date do you refer to, at that time?

A. December 24th.

Q. Mr. Chatham, on December 24th, prior to the arrest of these defendants, did you have any conversations with them?

A. Yes sir.

Q. What were they doing at the time you had your conversation?

A. Well, there were three of them, I believe; you want me to specify the names?

Q. Yes sir?

A. Mrs. Marsh, Mrs. Stephens and Mrs. Williamson, I believe, were on the sidewalk. One of them in front of the drug store, and one down in the middle of the block, I will say around the Laundry, and the other down by Delchamps, selling the pamphlets, or Concolation or Watchtower, something, those pamphlets.

Q. Did you see the other three defendants at that time?

A. We taken those three in the car, and was fixing to go to the office with them, to the police station, and we decided to make the block, and I drove around the business block, and then the other three had taken their places.

Q. The other three had taken their places after you had removed them?

A. Yes sir, after I removed the first three.

Q. The other three defendants being tried here now you refer to?

A. Yes sir.

Q. Prior to taking Mrs. Marsh and Mrs. Stephens and I believe you said Mrs. Williamson, the first three, prior to their getting in the car did you have any conversation with them; if so, state what conversation you had?

A. I asked them to leave the property, that we didn't allow any soliciting or selling without a permit, and they refused; said they didn't have to have one, that their Jehovah God gave them permission to do what they were doing, and I told them I would have to put them under arrest if they refused to leave, and they said all right.

Q. Were those signs posted conspicuously in the windows at that time?

A. Yes sir.

Q. You requested them to leave and they refused to do so?

A. Yes sir.

[fol. 19] Q. When you came back around the block and found the other three in their places, did you have any conversation with them?

A. About the same conversation, about the same words.

Q. Did they likewise refuse to leave the property?

A. Yes sir.

Q. Did you state to them that that was private property?

A. Yes sir.

Q. Did you state whose property it was?

Defendants object as incompetent, irrelevant and immaterial, and calls for a statement by him of a matter he is not shown to know anything about, and the Court overruled the objection, and Defendants reserved an exception to the ruling of the Court.

A. Yes sir, I warned them it was the Gulf Shipbuilding Corporation's property.

Q. That all happened in Mobile County, Alabama, and within six months prior to the filing of these complaints, these affidavits?

A. Yes sir.

Q. Mr. Chatham, how long have you been employed by the Gulf Shipbuilding Corporation in that capacity?

A. Ever since the Corporation has been out there.

Q. You don't recall that date?

A. I was there when they came there.

Q. And you were employed by them as soon as they took the property over?

A. Yes sir.

Q. What have been your duties throughout that time?

Defendants object as incompetent, irrelevant and immaterial.

By Mr. Inge: That is for the purpose of showing his familiarity with the ownership of that property and for that period of time this corporation has exercised its ownership over this property.

The Court overruled the objection, and Defendants reserved an exception to the ruling of the Court.

A. As police officer and deputy sheriff.

Cross-examination.

By Mr. Powell:

Q. Mr. Chatham, I believe you said that you arrested Mrs. Marsh, Mrs. Stephens and Mrs. Williamson on December 24th?

A. That is right.

[fol. 20] Q. And you took them down to jail and locked them up in jail, did you not?

A. Yes sir.

Q. What time of day was that, Mr. Chatham?

A. Oh! around three o'clock.

Q. In the afternoon?

A. Yes sir.

Q. When you locked them up—

A. When I arrested them I brought them right on down.

Q. You made no effort to swear to a complaint at the time, did you, Mr. Chatham?

A. No sir.

Q. Was any effort made on their part to secure bail at that time?

A. I don't know.

State objects as immaterial.

Q. Mr. Chatham, you didn't swear to any complaint until the Monday following?

A. That is right, December 27th.

Q. Why did you wait so long?

A. Well, it was a holiday—

State objects as immaterial, and the Court sustained the objection, and Defendants reserved an exception to the ruling of the Court.

By Mr. Powell:

I would like to state that the purpose of this question is to show the attitude of the witness and his interest or lack of interest in the case.

A. What was it you wanted to know.

Q. Read the question? (Question was read to the witness.)

A. It was during the Holidays, the 25th was Christmas, and the 26th was Sunday; that was the only reason I guess that I know.

Q. You brought these same people down prior to this date, did you not, and the Sheriff refused to docket them?

A. No sir.

Q. Did you bring any of the six down prior to this date?

A. Two of them, I believe; Mrs. Marsh and Mrs. Stephens.

Q. Did the Sheriff refuse to docket them?

A. No sir.

Q. Did he refuse to lock them up in jail?

A. No sir; I brought them down there and had to leave them in the docket room, and left them up to Miss Farmer.

Q. What became of the case?

A. I don't know.

Q. You know they were not held?

A. That is right.

Q. Then they did refuse to docket them?

[fol. 21] A. I don't know whether he refused or not.

Q. Did you swear out a warrant for them on the first occasion?

A. No sir.

Q. Did you make any effort to swear out a warrant on that occasion?

A. No sir.

Q. Why did you bring them down, Mr. Chatham?

A. I can't answer that, because I just brought them down; I was told to bring them down there, and left them in charge of Miss Farmer.

Q. Who advised you that?

A. Mr. Peebles, and she would know what to do with them, and that was the part I did; what happened, I don't know.

Q. Mr. Peebles is connected with the Gulf Shipbuilding Company is he not?

A. Yes sir.

Q. Is he Vice-President of the Company?

A. Yes sir.

Q. And Director of the Housing Division out there?

A. Yes sir.

Q. What date was that?

A. I cannot say what date it was because I don't remember.

Q. Was that the only time you ever brought Mrs. Marsh down prior to December 24th?

A. Yes sir.

Q. You did not bring her on a previous occasion?

A. No sir.

Q. You are sure you did not bring her on December 11th?

A. Well, that might have been the date I am talking about; I don't remember the date.

Q. If that was the date you have reference to, didn't you bring her down again on the 18th of December?

A. I only brought her once before that; I don't remember what date.

Q. Did you bring them every time they were brought down prior to this date?

A. I can't answer that because I don't know; I only work in shifts out there; I don't know what the others may do.

Q. Were you on every Saturday afternoon shift?

A. At that time I was working days.

Q. Did that include Saturday afternoons?

A. Until four o'clock.

Q. If they were brought down during that time you wouldn't know about it?

A. Yes sir, between eight and four.

Q. Is it true, Mr. Chatham, that you arrested Grace Marsh and Aline Stephens on the 11th day of December and took them to the office of the Gulf Shipbuilding Company and held them in the office for a number of hours and [fol. 22] released them without taking them to the Sheriff's Office?

State objects as immaterial.

A. I don't remember the exact date but I did bring them over to the office one time.

Q. How long did you hold them in the office?

A. Approximately an hour, I would say; they stayed around there quite a while and talked to us.

Q. Who assisted you in bringing them down on that occasion?

A. Mr. Battiste.

Q. You put them in the car?

A. Yes sir.

Q. With the assistance of who?

A. Mr. Battiste, he works with me.

Q. And held them there for several hours?

A. No sir, not several hours.

Q. How long?

- A. I would say approximately an hour.
- Q. Who talked to them on that occasion?
- A. I did.
- Q. Who else?
- A. There were several around there but I was the only one that had any interest in the case.
- Q. Who else were there?
- A. The firemen and the police; the whole crowd.
- Q. Who were they?
- A. Mr. Stafford was one of the firemen, Mr. Murphy, he was a fireman, and Mr. Battiste, he was the other officer.
- Q. Any one else?
- A. No sir.
- Q. Did you arrest them on that occasion at the instance of Mr. Peebles?
- A. Our instructions were if any time they were on the block to take them off of the property.
- Q. By whom?
- A. By Mr. Peebles.
- Q. These people were standing on the side walk on each of the occasions of the arrest, were they not, on December 11th, December 18th, and December 24th, they were standing out on the sidewalk?
- A. I can verify December 24th, but those other dates I cannot verify them.
- Q. You took them down to the office?
- A. On one occasion.
- Q. And to the Sheriff's Office on another occasion?
- A. I can't verify those dates because I don't remember.
- Q. But you remember the two occasions?
- A. One time I brought them down——
- Q. Were they on Saturdays each time?
- A. Yes sir.
- [fol. 23] Q. Were they on the sidewalk each time?
- A. Yes sir.
- Q. They were not in the stores?
- A. No sir.
- Q. But out on the sidewalk?
- A. Yes sir.
- Q. What were they doing, Mr. Chatham?
- A. Selling their pamphlets, The Consolation and The Watchtower, offering them for sale.
- Q. Were they giving them away?
- A. I don't know.

Q. You don't know whether they were selling them or not?

State objects as immaterial, and the Court sustained the objection, and Defendants reserved an exception to the ruling of the Court.

By Mr. Powell:

We except to the ruling on the ground that the notice which has been introduced opens up the question of sale.

Q. How long have you lived out there on the Gulf Shipbuilding Corporation, out on their property, do you live on their property?

A. Yes sir.

Q. How long have you lived there?

A. Twelve years.

Q. Did they own it that long?

A. No sir.

Q. How long have they owned it?

A. They bought it in forty, I don't remember the date.

Q. Wasn't that forty-one?

A. I can't answer that.

Q. You are not sure whether it was forty or forty-one?

A. I am not sure; I think they bought it in forty, and they put me to work.

Q. You don't know whether it was this year or last year or forty-one?

A. I was working for the other Company and I was put on their pay roll.

Q. You don't know anything about the title to the property?

A. No sir.

Q. You don't know who owns it as far as the title is concerned?

A. I don't have anything to do with the title.

Q. When you said it belonged to them, you didn't mean to say that the title was in them, because you don't know how the title reads, you have never read it, have you?

A. No sir.

Q. Then when you said the title was in them you didn't mean to say that you knew how the title read or who it was in, did you?

A. Well, I have Mr. Peebles——

[fol. 24] Q. From your own knowledge you did not know, did you; you never have read the title to the property?

A. I have never read it; in my own mind I am sure it belongs to them.

Q. You don't know who owns the property as far as you are concerned and as far as the actual title is concerned, do you?

A. I can't answer that yes or no.

Q. Why can't you answer that?

A. Because I have never read the title.

State objects to him arguing, and the Court sustained the objection.

Q. Why can't you answer that?

A. My capacity don't require me to do that.

Q. What capacity is that that restricts your requirements?

A. Well, Mr. Peebles, I am working for Mr. Peebles.

Q. Is that the reason you won't tell because you will involve Mr. Peebles in this matter?

State objects to that, and the Court sustained the objection.

Q. Is it because you don't desire to do it, is that the reason you won't make an answer to that question?

A. I just don't think by not reading the title I cannot answer correctly yes or no.

Q. You just don't know, you have never read it?

A. No sir.

Q. And you don't know how it reads or anything about it?

A. No sir, I don't know how it reads.

Q. And therefore you do not know?

By the Court: He has already stated that about three times.

By Mr. Powell:

Q. Who posted the notice that you say was posted?

A. I don't know.

Q. You didn't do it?

A. No sir.

Q. You don't know who they were posted by?

A. I know they were posted by some of the men but I can't say.

Q. You have no personal knowledge?

A. I don't know when they were put up there.

Q. Do you know by whom they were put up there?

A. No sir.

Q. Did you see them before they were put up?

A. No sir.

Q. The first you knew of them you saw them in the windows?

A. I was told by the office.

[fol. 25] Q. They were stuck on the window pane?

A. On the window glass.

Q. From the inside?

A. Yes sir.

Q. Since those notices have been up have the merchants continued to sell and offer for sale goods—let's see a copy of the notice please. Have the merchants in the stores—what stores were they in?

A. Those notices?

Q. Yes.

A. Barber Shop, Drug Store and Beauty Parlor and Dry Goods Store and Delchamps.

Q. How about the Post Office?

A. I don't remember.

Q. Do you mean by that there was none in the Post Office?

A. I don't remember there was one or not.

Q. How can you remember these other places so definitely?

A. I just happen to recall it.

Q. Have you been in the Post Office?

A. Yes sir.

Q. How many time since you first saw the notice?

A. I don't know; maybe every day.

Q. That is the United States Post Office?

A. Yes sir.

Q. Where the mail is posted and received by the people, that Post Office is used by people in the village?

A. Yes sir, general public.

Q. And that includes people outside of the village?

A. Anybody that wants to do business with them.

Q. Don't they use the sidewalk to go into the Post Office?

A. Yes sir.

Q. That is the same sidewalk you were describing upon which you arrested these defendants?

A. Yes sir.

Q. Since this notice was posted in Stafford's Place,—
what kind of place is that?

A. What place is that?

Q. What was the first place you mentioned?

A. Barber Shop.

Q. The Drug Store, since it has been posted in the Drug
Store, have you seen them offering for sale or selling any
kind of merchandise?

A. Yes sir.

Q. They have continued that every day since the notice
has been up?

A. Not every day, but usually every week-end.

Q. Do they close on Sunday?

A. No sir.

Q. I am talking about the drug store, the clerks in the drug
store, they offer for sale in there items every day?

A. Yes sir.

Q. Have you made any case against them?

A. Against who.

[fol. 26] Q. Against the people who operate the drug
store?

State objects as incompetent, irrelevant and immaterial,
and the Court sustained the objection.

Q. The notice was posted inside the drug store on the
glass?

A. Yes sir, on the inside.

Q. Now, we will take the dry goods store, they have con-
tinued to sell goods in the dry goods store since this notice
was posted inside the dry goods store on the window?

State objects as incompetent, irrelevant and immaterial.
Objection was withdrawn.

A. Yes sir, every day they offer goods for sale.

Q. Have any cases been made against them?

A. No sir.

Q. They have been notified to refrain from engaging in
such activity, selling or offering for sale dry goods?

A. I wouldn't think so.

Q. And Delchamps, they have continued since the day the
notice was posted in there to offer goods to the people?

A. Yes sir.

Q. Did you notify them to cease from doing so?

A. No sir.

Q. That that was private property and no selling or solicitation of any kind permitted?

A. No sir.

Q. During the twelve years that you have lived there this sidewalk you have described lays in front of this business block?

A. Yes sir.

Q. That is where you arrested them, on that sidewalk?

A. Yes sir.

Q. Has that sidewalk been continuously used by the general public during all of those twelve years you have lived there?

A. Yes sir.

Q. Are these the first people that have been arrested there offering a magazine or paper on the sidewalk?

A. The first ones that I have arrested, yes sir.

Q. Have you known of any others to be arrested there for that?

A. No sir.

Q. And you were an officer all during that time, were you not?

A. Yes sir.

Q. These notices you described are the first notices you know about having been posted, are they not?

A. Yes sir.

Q. This sidewalk is used you say by the general public, that is similar to the use that is put to in any small town of that size, is it not?

A. Yes sir, the general public use it.

[fol. 27] Q. How close is this business block to the highway, State Highway?

A. Oh! well, we have a street in front of it, between the highway and business block. I don't know how wide it is; it is a two way drive.

Q. How wide is the sidewalk?

A. I would say six or eight feet.

Q. Would you say it is ten feet wide?

A. No sir, I would say around eight feet.

Q. Paved isn't it like sidewalks here in this City and other cities you have been in?

A. Yes sir.

Q. And the people have been permitted to use it during the twelve years you have been there?

A. Yes sir.

Q. Without this sidewalk the business can't be used for stores?

A. If you take the sidewalk away you could still walk in the stores.

Q. The space occupied by the sidewalk, you would have to use that space?

A. If it is designated as a sidewalk you would have to use it, yes sir.

Q. Are newspapers sold in that block?

A. Yes sir.

Q. By news boys?

A. Yes sir.

Q. How long has that been done, during all the twelve years you have lived there?

A. No sir.

Q. How long has it been done?

A. Oh! I would say, I don't remember, a year or so, something like that; since they got quite a few people out there.

Q. What is the population within a radius of two miles of that business block, do you know, Mr. Chatham?

A. I don't know.

Q. Is it much population comparatively speaking?

A. I would say yes.

Q. Thickly settled, is it?

A. Yes sir, but the Gulf, that is not including all the Gulf's property I am speaking of.

Q. The Gulf's property is settled and then adjacent property is settled, and you can't tell when you leave the Gulf property and go into the other as far as the lines are concerned and the buildings are concerned, is that right?

A. Yes, I can, but I don't know whether the general public can or not.

Q. How do you know that?

A. I know just about where the property lines are.

Q. If you didn't know where the property lines were you couldn't tell otherwise, could you?

A. No sir.

[fol. 28] Q. You really don't know where the property lines are?

A. No sir.

Q. Just what you have been told?

A. Yes sir.

Q. The street you described as running in front of this business block, doesn't it have an opening at each end running into the State Highway?

A. Yes sir.

Q. And any one traveling the State Highway is at liberty to come in there?

A. Yes sir.

Q. And stop and do such trading as they may have to do in this business block?

A. Yes sir, as long as they don't try to sell anything or peddle anything.

Q. Answer my question?

A. Yes sir.

Q. They can go in the Post Office and go in the Barber Shop and get a haircut and shampoo?

A. Yes sir.

Q. And go in the Beauty Parlor and get their coiffure?

A. Yes sir.

Q. And go into Delchamps and buy groceries?

A. Yes sir.

Q. And the drug store and buy anything they have to sell in there, as far as you are concerned, or any others?

A. Yes sir.

Q. Do you have a copy of The Watchtower that you say the people were offering at that time?

A. No sir.

Q. Do you have a copy of The Consolation?

A. No sir.

Q. These two magazines are devoted to Scriptural matters, are they not?

A. I can't say.

Q. You have never seen one of them?

A. I am not very well acquainted with them; I have just glanced through them.

Q. Did you see Scriptural references when you glanced through them?

A. I didn't notice them; I just know it is some kind of pamphlet with reference to the Jehovah God, and so on.

Q. Was that The Watchtower or The Consolation?

A. Well, the Watchtower and the Consolation.

Q. Both of them. Did you discuss anything about this case while with any of the other witnesses while you were outside after Court convened?

A. Sir?

Q. Did you discuss any matters with any of the other witnesses while you were out under the rule?

State objects to that because he hasn't been out under the rule. He was invited by the Solicitor to go into his office and I object to him going into anything like that at this time. The question was withdrawn.

[fol. 29] Q. Did you discuss this matter with any of the others?

A. No sir.

Q. Did you hear any of the other witnesses make any statements about the case while you were out on that occasion?

A. No sir.

Q. Did you hear any of the other witnesses make any statements at all?

A. No sir.

Q. Did they open their mouths while they were in there?

A. There were a few words said, general conversation.

Q. Who said that?

A. Mr. Inge and Mr. Peebles and myself.

Q. What did Mr. Peebles say?

A. I don't remember.

Q. Can't remember one word he said?

A. I cannot verify just what the conversation was.

Q. But you heard him make some statements while he was in there?

A. We certainly didn't sit up there and keep our mouths closed all the time.

Q. You didn't make any statements?

A. I must have said something.

Q. And it was in the presence of Mr. Peebles and the others?

A. That is right; we were all in the same room in there.

Q. That was relative to the case?

A. No sir, I won't answer that; I don't know whether it was or not.

Q. You can't answer that?

A. No sir, because I don't remember.

Q. Did you talk about any other matters out there except certain facts relative to the case?

A. I don't remember what we talked about.

Q. But you do remember you talked?

A. Yes, we had probably a general conversation.

By Mr. Coley:

Q. I believe you said you have been out there as an officer for about twelve years?

A. Yes sir.

Q. During all the time you have been there this street has been laid off in substantially the same manner as now, the buildings have been there——

A. No sir, not the same street; it has been widened.

Q. In what way?

A. To give more space.

Q. Out to the highway?

A. Yes sir.

Q. Craft Highway at that point runs parallel to this sidewalk?

A. Yes sir, practically so.

Q. And there are only about thirty-five or forty feet between [fol. 30] Craft Highway and this sidewalk?

A. I don't know the exact distance.

Q. There is only a narrow strip between the sidewalk and Craft Highway, isn't it?

A. It is a good sized street now.

Q. You actually don't know where the right of way of Craft Highway runs, do you?

A. No, I don't.

Q. You don't know the width of Craft Highway at that point?

A. Not now because it has been made four-laned.

Q. Craft Highway is a four-laned highway?

A. Right now; it has just been finished.

Q. That is an eighty feet right of way there, isn't it?

A. I don't know.

Q. You do know that you can drive from Craft Highway right off on to that road at any point?

By the Court: He has been over that and testified very clearly to that once. Go ahead.

By Mr. Coley: Maybe I am dumb and didn't catch it but I didn't.

Q. Isn't it a fact that at any point within that block you can drive from Craft Highway right on to that street?

A. Yes sir.

Q. It is just simply a wide space in the highway, practically speaking?

- A. You mean the street in front of the business property?
- Q. Yes?
- A. It is a pretty nice street.
- Q. It is an extension of the highway?
- A. No sir.
- Q. What separates it from the highway?
- A. The Gulf Shipbuilding Company's property.
- Q. Is there a wall or fence of any kind between the Gulf Shipbuilding Company and the highway?
- A. No sir, just a little slope of the bank.
- Q. This sidewalk, this drug store has been at that place ever since you have been there?
- A. Yes sir.
- Q. On that same sidewalk?
- A. Yes sir.
- Q. Coleman's store was there when you first went there?
- A. Yes sir.
- Q. There was a laundry there?
- A. No sir.
- Q. There was a place there where the laundry is now?
- A. Tennessee Land Company's office.
- Q. There was a Barber Shop there?
- A. Yes sir.
- Q. There was a Post Office there?
- A. Yes sir.
- [fol. 31] Q. That is the Post Office of the United States Government?
- A. Yes sir.
- State objects as repetition.
- Q. And that Post Office and all of those stores have been open to the general public all this time.
- A. They have a new Post Office now.
- Q. The Post Office is in the same block and on the same sidewalk?
- A. Yes sir.
- Q. And they built a new Post Office?
- A. Yes sir.
- Q. And that has been open to the general public and was all the time, and was at the time these arrests were made?
- A. Yes sir.
- Q. You knew nothing about it prior to twelve years ago?
- A. I can't answer anything that happened before I went there.

Redirect examination.

By Mr. Inge:

Q. Mr. Powell has asked you if newspapers are sold there on the sidewalk by news boys?

A. Yes sir.

Q. Will you state, if you know, whether or not they obtained written permits from the office before they were permitted to do that selling?

A. Yes sir, they have written permits.

Q. He also asked you if these weren't the only people who have been arrested or made to leave the property for offering magazines for sale, and I think you said they were; have any other peddlers or solicitors been required to leave that property that you know of?

A. No sir, I can't say if we have. We have vegetable trucks come out there, and people in the village, and we require them to have a permit, everyone, to come out there and sell.

Recross-examination.

By Mr. Powell:

Q. Mr. Chatham, I hand you here a magazine entitled "Consolation"; is that the magazine you had reference to?

A. Yes sir; I can't say that was the one, but one with the same name.

Q. You don't know whether this is the same one or not but it was one of the same type?

A. They left on the bench in the police station.

[fol. 32] Q. This is like the one they left?

A. Yes sir.

By Mr. Inge: I am going to object to him using those papers. I have never before had a lawyer to walk up and take papers out of my file.

By Mr. Coley: That is the same magazine; the ones introduced in evidence in the Inferior Court were the ones they were selling.

By Mr. Inge: Mr. Coley, we didn't introduce any; you introduced some in the case of Mr. Joseph Marsh.

By the Court: Both of you present your objections to the Court.

By Mr. Coley:

Q. When these people were arrested they were distributing these booklets?

A. Offering them for sale or giving them away.

Q. They were distributing them?

A. Those books says five cents a copy.

Q. Were they like those?

A. Yes sir, The Consolation and The Watchtower.

Q. They told you they were Ordained Ministers and were distributing these in their work as Ministers?

A. I don't know whether they said they were Ordained Ministers or not; they just said they had a right by the Jehovah God.

Q. And they were distributing these as a part of their religious work?

A. Yes sir.

By Mr. Powell: We offer these in evidence.

By Mr. Inge: We object to these because it is not shown they are the volumes being distributed on that day at all.

By the Court: I will let them in.

Note: In view of the written request made of me by the Defendant's attorney, Mr. Powell, that he would prefer [fol. 33] printed copies of these magazines being attached to this transcript, rather than my attempting to copy them herein, and the further fact that there are several pictures contained in the magazines which cannot be copied on the typewriter, I am attaching hereto a true and correct printed copy of each of these two magazines offered in evidence, which are marked Defendant's Exhibits 1 and 2, respectively.

Chas. L. Rehm, Court Reporter.

Witness excused.

E. B. PEEBLES, a witness for State, after having been first duly sworn, testified as follows:

Direct examination.

By Mr. Inge:

Q. You are Mr. E. B. Peebles?

A. Yes sir.

Q. Mr. Peebles, what is your present employment?

A. Vice-President of the Gulf Shipbuilding Corporation.

Q. You are in charge of the Housing Division of that corporation?

A. Yes sir.

Q. That is simply for the convenience of the corporation, a division of that corporation in charge of its real property?

A. Yes sir, Housing Division name is merely applied to identify that particular division.

Q. That is not a corporate entity?

A. No sir.

Q. And it is a part of the corporation?

A. Yes sir.

Q. Besides Vice-President of the Gulf Shipbuilding Corporation did you have any connection with the Chickasaw Development Company?

A. Yes sir, Vice-President of that corporation.

Q. Was that a corporation?

A. Yes sir.

Q. How long have you been the Vice-President of the Gulf Shipbuilding Corporation?

A. When the Chickasaw Development Company was absorbed by the Gulf Shipbuilding Corporation I was immediately made a Vice-President of the Gulf Shipbuilding Corporation, and I think that was in forty-one.

[fol. 34] Q. Now, prior to the—are you familiar with the property referred to as the business block or property in the village of Chickasaw?

A. Yes sir.

Q. Will you state who owns that village block?

A. Gulf Shipbuilding Corporation.

Defendants object to that.

Q. Mr. Peebles, will you tell us who is in possession of that business block?

Defendants object to that as a conclusion, and the Court sustained the objection.

Q. Mr. Peebles, does the Gulf Shipbuilding Corporation own any property, to your knowledge, at Chickasaw?

A. Yes sir.

Q. Who is in charge of assessing and paying the taxes on the property of the Gulf Shipbuilding Corporation there?

Defendants object as incompetent, irrelevant and immaterial, and the Court overruled the objection, and Defendants reserved an exception to the ruling of the Court.

A. Mr. Slaton is Vice-President and Treasurer and pays the taxes and assessments.

Q. Is that under your supervision?

A. That particular part of the property known as the Housing Division and business section is under my supervision.

Q. That is what I am talking about, the so-called business section?

A. Yes sir.

Q. Mr. Peebles, do you know who has the control of or possession of the so-called business section in the village of Chickasaw?

Defendants object as conclusion, and the Court overruled the objection, and Defendants reserved an exception to the ruling of the Court.

A. The Gulf Shipbuilding Corporation.

Q. And through whom does the Gulf Shipbuilding Corporation, if you know of your own personal knowledge, act in control of that section known as the business block?

A. Through me.

Q. Have you had charge of that property?

A. Yes sir.

Q. During all the time you have been Vice-President of the Gulf Shipbuilding Corporation?

A. Yes sir.

[fol. 35] Q. Do you know of your own knowledge who owns that so-called business section?

Defendants object as incompetent, irrelevant and immaterial, and the Court sustained the objection.

Q. Mr. Peebles, I hand you what purports to be a warranty deed from the Chickasaw Development Company to the Gulf Shipbuilding Corporation and ask you to examine that and state whether or not that is the original deed that was delivered, accepted by you as Vice-President of the Gulf Shipbuilding Corporation conveying the property known as the so-called business block, together with other property?

A. Yes sir.

Mr. Inge: I offer this deed in evidence, if your Honor please.

It was marked State's Exhibit 1.

Said Exhibit 1 is in words and figures as follows:

STATE'S EXHIBIT No. 1

STATE OF ALABAMA,

County of Mobile:

Know All Men by These Presents that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to Chickasaw Development Company, Inc., a corporation organized and existing under the laws of the State of Alabama (hereinafter referred to as the Grantor) by Gulf Shipbuilding Corporation, a corporation organized and existing under the laws of the State of Alabama (hereinafter referred to as the Grantee), receipt of which is hereby acknowledged, said Grantor does hereby grant, bargain, sell and convey unto said Grantee subject to the exceptions, reservations and liens hereinafter referred to, all of that certain real and personal property lying and being situate in Township 3 South, Range 1 West, Mobile County, Alabama, and located as shown by the map attached to that certain deed from Tennessee Land Company, a corporation, to said Chickasaw Development Company dated April 25, 1939 (said deed being recorded with said map attached in the records of the office of the Judge of Probate of Mobile County, Alabama in Deed Book 284 N. S. 24) and by a map attached to that certain deed of said Tennessee Land Company to said Chickasaw Development Company dated January 30, 1941 (said deed with said map attached being recorded in the records of the Judge of Probate of Mobile County, Alabama [fol. 36] in Deed Book 305 N. S. 44), and being more particularly described as follows:

(a) Begin at the southeast corner of said Section 21; thence in a westerly direction along the southern boundary of said section 404.9 feet to intersection with center line of right of way for John Craft Highway, said right of way having been conveyed by Chickasaw Land Company to Mobile County, Alabama, by deed

dated the 14th day of October, 1929; thence turning an angle of 102 degrees and 36 minutes to the left in a southeasterly direction along said center line 222.87 feet to point of beginning of boundary of tract of land herein described; thence continuing in a southeasterly direction along a projection of the last above described course 1139.08 feet; thence turning an angle of 96 degrees and 20 minutes to the right in a southwesterly direction along a straight line 402.22 feet to point of beginning of the arc of a curve turning to the left and having a radius of 451.73 feet, said straight line being tangent to said arc, said arc being subtended by a central angle of 31 degrees and 54 minutes; thence in a southwesterly direction along said arc 251.51 feet to point of beginning of a straight line tangent to said arc; thence in a southwesterly direction along said straight line 965.5 feet; hence turning an angle of 90 degrees and 00 minutes to the right in a northwesterly direction 1933.65 feet; thence turning an angle of 90 degrees and 00 minutes to the left in a southwesterly direction 581.02 feet; thence turning an angle of 38 degrees and 26 minutes to the right in a westerly direction 101.83 feet; thence turning an angle of 90 degrees and 11 minutes and 30 seconds to the right in a northerly direction 1830.44 feet; thence turning an angle of 89 degrees and 48 minutes and 30 seconds to the right in an easterly direction 281.46 feet; thence turning an angle of 38 degrees and 48 minutes to the right in a southeasterly direction 241.8 feet; thence turning an angle of 90 degrees and 00 minutes to the left in a [fol. 37] northeasterly direction 2074.4 feet; thence turning an angle of 90 degrees and 00 minutes to the right in a southeasterly direction 1017.95 feet; thence turning an angle of 38 degrees and 46 minutes to the left in an easterly direction 40.0 feet to intersection with the center line of said right of way for John Craft Highway; thence turning an angle of 90 degrees and 00 minutes to the right in a southerly direction along the center line of said Highway which is a straight line 334.72 feet to point of beginning of the arc of a curve turning to the left and having a radius of 3437.87 feet, said straight line being tangent to said arc, said arc being subtended by a central angle of 12 degrees and 54 minutes; thence in a southeasterly di-

rection along said arc which is the center line of said right of way 774.03 feet to point of beginning of a straight line tangent to said arc; thence in a southeasterly direction along said straight line which is the center line of said right of way 334.49 feet; thence turning an angle of 90 degrees and 00 minutes to the right in a southwesterly direction 460.0 feet; thence turning an angle of 90 degrees and 00 minutes to the left in a southeasterly direction 496.9 feet; thence turning an angle of 84 degrees and 06 minutes to the left in a northeasterly direction 462.45 feet to point of beginning; the tract of land herein described in this Paragraph (a) having an area of 184.84 acres, more or less;

(b) Begin at the southwest corner of said Section 22; thence in an easterly direction along the southern boundary of said section 98.73 feet to intersection with the arc of a curve turning to the left in a southeasterly direction and having a radius of 5679.65 feet, said intersection being point of beginning of boundary of tract of land herein described, said arc being subtended by a chord 548.66 feet in length, said chord forming an angle of 75 degrees and 55 minutes and 05 seconds to the right from said southern boundary, said arc being also subtended by a central angle of 5 degrees and 32 minutes and 09 seconds; thence in a southeasterly direction along said arc which is the eastern boundary of right of way of the Southern Railway Company 548.79 feet to point of beginning of a straight line tangent to said arc; thence in a southeasterly direction along said straight line which is the eastern boundary of said right of way of Southern Railway Company 478.79 feet; thence turning an angle of 73 degrees and 10 minutes to the left in an easterly direction 733.78 feet; thence turning an angle of 107 degrees and 51 minutes to the left in a northwesterly direction 143.72 feet; thence turning an angle of 1 degree and 56 minutes to the right in a northwesterly direction 212.69 feet; thence turning an angle of 1 degree and 57 minutes to the right in a northwesterly direction 1489.85 feet; thence turning an angle of 2 degrees and 47 minutes to the right in a northwesterly direction 233.43 feet; thence turning an

angle of 3 degrees and 24 minutes to the right in a northwesterly direction 231.5 feet; thence turning an angle of 3 degrees and 00 minutes to the right in a northwesterly direction 228.42 feet; thence turning an angle of 3 degrees and 30 minutes to the right in a northerly direction 210.3 feet; thence turning an angle of 1 degree and 41 minutes to the right in a northerly direction 305.33 feet; thence turning an angle of 9 degrees and 44 minutes to the right in a northeasterly direction 547.4 feet; thence turning an angle of 95 degrees and 04 minutes to the left in a northwesterly direction 544.7 feet to intersection with said eastern boundary of right of way of the Southern Railway Company; thence turning an angle of 90 [fol. 39] degrees and 00 minutes to the left in a southwesterly direction along said eastern boundary of right of way which is a straight line 974.6 feet to point of beginning of the arc of a curve turning to the left and having a radius of 5679.65 feet, said straight line being tangent to said arc, said arc being subtended by a chord 1616.64 feet in length; thence in a southwesterly, southerly and southeasterly direction along said arc which is the eastern boundary of said right of way of Southern Railway Company 1622.14 feet to point of beginning, said chord above described as having a length of 1616.64 feet forming an angle of 86 degrees and 52 minutes and 05 seconds with the southern boundary of said Section 22; the tract of land herein described in this Paragraph (b) having an area of 52.00 acres more or less;

(c) Begin at the northeast corner of said Section 28; thence in a westerly direction along the north boundary of said section 404.9 feet to intersection with the center line of right of way of John Craft Highway, said right of way having been conveyed by Chickasaw Land Company to Mobile County, Alabama, by deed dated the 14th day of October, 1929, said intersection being point of beginning of boundary of tract of land herein described; thence turning an angle of 102 degrees and 36 minutes to the left in a southeasterly direction along said center line of right of way and a projection thereof 951.9 feet; thence turning an angle of 90 degrees and 00 minutes to the left

in a northeasterly direction 355.9 feet to intersection with the western boundary of land conveyed by Chickasaw Land Company to Alabama, Tennessee and Northern Railroad Corporation by deed dated the 31st day of January, 1928, said intersection being in the arc of a curve turning to the left in a northwesterly [fol. 40] direction and having a radius of 1407.69 feet, said arc being subtended by a central angle of 8 degrees and 20 minutes and having a chord 204.56 feet in length, said chord forming an angle of 89 degrees and 39 minutes to the left from last described course; thence in a northwesterly direction along said arc which is the western boundary of said land of Alabama, Tennessee and Northern Railroad Corporation 204.74 feet to point of beginning of a straight line tangent to said arc; thence in a northwesterly direction along said straight line which is the western boundary of said land 78.72 feet to point of beginning of the arc of a curve turning to the right and having a radius of 5829.65 feet, said straight line being tangent to said arc, said arc being subtended by a central angle of 5 degrees and 49 minutes and 30 seconds and having a chord 592.40 feet in length; thence in a northwesterly direction along said arc which is the western boundary of said land 592.67 feet to intersection with the north boundary of said Section 28, said north boundary forming an angle of 76 degrees and 29 minutes and 45 seconds with said chord, said intersection being 54.14 feet west of the northeast corner of said Section 28; thence continuing in a northwesterly direction along another arc of said curve having a radius of 5829.65 feet which arc is the western boundary of said land 571.05 feet, said arc being subtended by a central angle of 5 degrees and 36 minutes and 45 seconds and having a chord 570.84 feet in length; thence turning an angle of 94 degrees and 47 minutes and 45 seconds to the left from said chord in a southwesterly direction along a straight line which is the boundary of said land of Alabama, Tennessee and Northern Railroad Corporation 50.45 feet to intersection with the arc of a curve turning to the right in a northerly direction [fol. 41] and having a radius of 5879.65 feet, said arc being subtended by a central angle of 10 degrees and 09 minutes and 30 seconds and having a chord 1040.80

feet in length, said chord forming an angle of 102 degrees and 36 minutes and 52 seconds to the right from said straight line; thence in a northerly direction along said arc which is the western boundary of said land of Alabama, Tennessee and Northern Railroad Corporation 1042.44 feet; thence turning an angle of 89 degrees and 29 minutes to the left from said chord in a westerly direction 450.0 feet to intersection with said center line of right of way of John Craft Highway; thence turning an angle of 90 degrees and 15 minutes to the left in a southerly direction along said center line which is a straight line 190.62 feet to point of beginning of the arc of a curve turning to the left and having a radius of 3437.87 feet, said straight line being tangent to said arc, said arc being subtended by a central angle of 12 degrees and 54 minutes; thence in a southeasterly direction along said arc which is the center line of said right of way 774.03 feet to point of beginning of a straight line tangent to said arc; thence in a southeasterly direction along said straight line which is the center line of said right of way of John Craft Highway 506.05 feet; thence turning an angle of 90 degrees and 00 minutes to the left in a northeasterly direction 140.0 feet; thence turning an angle of 90 degrees and 00 minutes to the right in a southeasterly direction 150.0 feet; thence turning an angle of 90 degrees and 00 minutes to the right in a southwesterly direction 140.0 feet to point of beginning;

(d) Begin at a point where the center line of Craft Highway crosses the south line of Section 21, Township 3 South, of Range 1 West; thence run northwardly along the center line of Craft Highway for a [fol. 42] distance of 762.6 feet to a point; thence west forty feet to a point on the west line of Craft Highway, being the point of beginning of the boundary of the tract of land herein described; thence running westwardly along a straight line which is parallel to the north line of the lot known as the Public School Lot in Chickasaw, upon which a grammar grade public school is now located, for a distance of 250 feet to a point; thence running northwardly and parallel with the west line of Craft Highway for a distance of 100

feet to a point, thence eastwardly and parallel with the south line of the lot here described, for a distance of 250 feet to a point on the west line of Craft Highway, thence southwardly along the west line of Craft Highway 100 feet to the point of beginning of the boundary of the tract of land herein described;

(e) All easements, rights and franchises which Grantor may own for crossing Telegraph road or other roads or railroads or street railroads with sewer lines, the Grantee herein assuming all obligations of the Grantor in connection with such easements, rights, franchises and sewer lines;

(f) All physical improvements on the land herein conveyed, including streets and sanitary sewers and *and* sanitary sewerage disposal plant and equipment located in sewerage disposal plant, including 2 30-H. P. General Electric Motors Nos. 1409439 and 1410318, 1 Square "D" switch No. 56354, 2 D'Oliver centrifugal sewage pumps, 1 concrete septic tank and 1 concrete sludge bed; but as to the property and areas included in streets, alleys and public roads, this conveyance shall constitute a quit-claim deed only;

(g) The sanitary sewer line in its present location extending between the Main Village and the East Village [fol. 43] and right of way therefor ten feet in width, being five feet on each side of the center line of the sewer line in its present location, over lands owned by the Grantor and not herein conveyed, but as to said sewer line and right of way this conveyance shall constitute a quit-claim deed only.

To Have and to Hold all of said property together with all and singular the rights, tenements, privileges hereditaments and appurtenances thereunto belonging or in any wise thereunto appertaining unto said Grantee and its successors and assigns forever in fee simple. Provided however, that there is excepted from this conveyance (1) the property heretofore conveyed by the Grantor herein to the Trustees of the Chickasaw Pleasant Valley Charge of the Methodist Episcopal Church, South by warranty deed dated March 22nd, 1941 (recorded in the office of the Judge of Probate

of Mobile County, Alabama, in Deed Book 306 N. S. 678); (2) all pipe lines, meters, fire hydrants and other equipment, and all of the rights and easements owned by the Alabama Water Service Company; (3) all transmission lines, meters, transformers and other equipment and all rights and easements owned by the Alabama Power Company; (4) all equipment, rights and easements owned by the Southern Bell Telephone and Telegraph Company; (5) the building and other improvements located on the property leased by Chickasaw Land Company to Mrs. Alice P. Scheuermann and John V. Scheuermann by an instrument dated June 16th, 1935 and covering a tract of land in the Northeast quarter of the Northeast quarter of Section 28, Township 3 South, Range 1 West, Mobile County, Alabama; and (6) all easements, right of ways, rights and privileges excepted from said conveyances by said Tennessee Land Company to the Grantor herein, such easements, right of ways, rights and privileges being excepted from this conveyance only to the extent that they are excepted from said conveyance to the Grantor herein by the terms and provisions of said deeds of April 25, 1939 and January 30, 1941 and all rights and interests of said Chickasaw Development Company therein are transferred and conveyed to the Grantee herein. And provided further that all of the property by this deed conveyed to the Grantee herein is conveyed subject to (a) the existing right of ways of Mobile County [fol. 44] and the State of Alabama for public roads, (b) existing rights and easements for the maintenance and use of existing telephone lines, electric power transmission lines, sewer lines and water pipe lines, (c) all right of ways, easements, right of ingress and egress and all other rights and privileges reserved unto said Tennessee Land Company in and by the terms and provisions of said deeds to the Grantor herein dated April 25, 1939 and January 30, 1941 respectively, (d) State and County taxes for the current tax year which taxes shall be pro rated as of the date hereof; and (e) so much of said property as is described in and covered by the lien of that certain mortgage executed and delivered by the Grantor herein to the Merchants National Bank of Mobile under date of April 28, 1939 is conveyed subject to the lien of said mortgage and by the acceptance of this deed

the Grantee herein assumes and agrees to pay the indebtedness secured by said mortgage.

And Grantor does for itself, its successors and assigns covenant with the Grantee its successors and assigns that Grantor is lawfully seized in fee simple of said property; that said property is free of all liens and encumbrances except those hereinabove referred to; that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall forever warrant and defend the same unto said Grantee, its successors and assigns forever against the lawful claims of all persons; provided however that the warranties herein contained do not apply to areas or property located in any of the streets, alleys or public roads nor to the sewer line extending between the Main Village and the East Village of Chickasaw, nor to the right of way therefor, nor to shrubbery, and as to said streets, alleys, public roads, property therein and the sewer line between said villages with the right of way therefor and shrubbery this instrument shall constitute a quit-claim deed only.

The Grantor herein transfers and assigns to the Grantee all leases now existing on houses, land or other property within the boundaries of the land herein conveyed except the turpentine lease to D. C. Baldwin.

In Witness Whereof, Chickasaw Development Company, a corporation, has caused these presents to be executed in its name and on its behalf by E. B. Peebles, its Vice-President, [fol. 45]dent, and its corporate seal to be hereunto affixed, and attested by H. C. Slaton, its Secretary, both being thereunto duly authorized, and Gulf Shipbuilding Corporation, a corporation, has caused these presents to be executed in its name and on its behalf by H. Hill, its Vice-President, and its corporate seal to be hereunto affixed, and attested by H. C. Slaton, its Secretary, both being thereunto duly authorized, all on the 30th day of June, 1941.

Chickasaw Development Company, Inc., by E. B. Peebles, as its Vice-President.

(Corporate Seal of Chickasaw Development Company, Inc., Chickasaw, Alabama.)

Attest: H. C. Slaton, Secretary.

Gulf Shipbuilding Corporation, by H. Hill, as its Vice-President.

(Corporate Seal of Gulf Shipbuilding Corporation, Mobile, Alabama.)

Attest: H. C. Slaton, Secretary.

STATE OF ALABAMA,
County of Mobile:

I, J. A. Townsend, a Notary Public in and for said county and state, hereby certify that E. B. Peebles and H. C. Slaton, whose names as Vice-President and Secretary respectively, of the Chickasaw Development Company, Inc., a corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of the said Corporation on the 30th day of June, 1941. Given under my hand and notarial seal this 8th day of July A. D., 1941.

J. A. Townsend, Notary Public, Mobile County, Alabama (Notarial Seal of J. A. Townsend).

STATE OF ALABAMA,
County of Mobile:

I, J. A. Townsend, a Notary Public in and for said county and State, hereby certify that H. Hill and H. C. Slaton, whose names as Vice-President and Secretary, respectively, [fol. 46] of the Gulf Shipbuilding Corporation, a corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of the said Corporation on the 30th day of June, 1941. Given under my hand and notarial seal this 8th day of July, A. D., 1941.

J. A. Townsend, Notary Public, Mobile County, Alabama (Notarial Seal of J. A. Townsend).

(There is attached at this point \$480.15 in U. S. Revenue Stamps, each stamp having written across its face "C. D. Co. 6/30/41.")

On the back of the cover of said instrument is the following:

13126

Warranty Deed

CHICKASAW DEVELOPMENT Co., INC., a Corporation,

to

GULF SHIPBUILDING CORPORATION, a Corporation

June 30, 1941.

STATE OF ALABAMA,
Mobile County:

Probate Court

Jul- 14, 1941.

Filed in office this day and duly recorded in Deed Book No. 310 N. S. Pages 634. I hereby certify that 436 Dollars 50 Cents, deed privilege or license tax paid on the within instrument.

Norvelle R. Leigh, Jr., Judge of Probate, by J. D. Gerald, Jr., Chief Clk.

Armbrecht, Inge, Twitty & Jackson, Lawyers, Suite 403, Merchants National Bank Bldg., Mobile, Ala.

Witness: Let me correct myself on this——

By the Court: Sir?

[fol. 47] Defendants object to the statement regarding the business block on the ground that the instrument speaks for itself, and the Court overruled the objection, and Defendants reserved an exception to the ruling of the Court.

By Mr. Inge:

Q. Now, Mr. Peebles, I wish you would please describe to the Court what the so-called business block in Chickasaw that you have identified as being a part of the property conveyed in this deed consisted of on December 24th, 1943, particularly with reference to the location with reference to the highway?

A. The business block, as we call it, is located parallel to Craft Highway, running from Mobile north. The busi-

ness section referred to is separated from the Highway itself by a strip of land, which is owned by the Gulf Shipbuilding Corporation, about thirty feet in width. The property consists of one large building divided into several stores or business establishments. Those business establishments are a barber shop, drug store, a beauty parlor, a laundry branch, Post Office, grocery store, in the rear a Doctor's office, and a commercial office.

Q. Those buildings are all owned and constructed by the Gulf Shipbuilding Corporation?

A. Yes sir.

Q. Is there a sidewalk running north and south on the western side or front of the store building that you have described?

A. Yes sir.

Q. About how long is that sidewalk?

A. It is the length of the building, probably two hundred feet.

Q. It is the length of the building in which these stores are located?

A. Yes.

Q. Does the sidewalk run anywhere else, north or south?

A. You go a few feet beyond the stores to get to an intersection and that is where it stops.

Q. Have those stores been rebuilt or changed in any manner by the Corporation since it has owned it?

A. Yes sir, some rebuilt and stores added and some completely rebuilt.

Q. Has the sidewalk been changed in any manner?

A. Only repaired; no change in the sidewalk.

Q. Please tell the Court where the western line of the so-called business section or block runs with reference to the Craft Highway?

[fol. 48] A. About thirty feet, the block itself, is from the Craft Highway.

Q. In other words, there is about thirty feet of property between Craft Highway and the property we have been talking about?

A. Yes sir, maybe thirty or forty feet.

Q. Is that separated from the Craft Highway there?

A. Yes sir, by some form of concrete obstruction there.

Q. Is it possible to run right off of the highway to any point there on the sidewalk?

A. Without going around all together in front of the business block in the area and come back to it.

Q. There are intersecting roads at each end of the business block leading into Craft Highway?

A. Yes sir.

Q. This sidewalk, is that built on property that belongs to the Gulf Shipbuilding Corporation?

A. Yes sir.

Q. Do you know whether or not of your own personal knowledge that included in the property assessed and on which taxes are paid each year by the Gulf Shipbuilding Corporation is the land on which that sidewalk is built?

A. I do.

Q. You pay taxes on the sidewalk property?

A. Yes sir.

Q. And regularly assess it?

A. Yes sir.

Q. Has the Gulf Shipbuilding Corporation ever at any time filed any papers in any Court expressly dedicating that sidewalk to the public use?

A. No sir.

Q. Have you ever filed any plat or map of any sort in any court dedicating or showing those streets as dedicated to the public?

A. No sir.

Q. During all the time you have been connected with the Gulf Shipbuilding Corporation and in charge of the Housing Division, I wish you would state to the Court what control, if any, it has exercised over those streets and sidewalks, particularly with reference to this block?

Defendant objects as incompetent, irrelevant and immaterial, and the Court overruled the objection.

Q. Have you maintained police officers or peace officers in the village?

A. Yes sir.

Defendants object as incompetent, irrelevant and immaterial, and the Court overruled the objection, and Defendants reserved an exception to the ruling of the Court.

Q. Have they had any instructions with reference to [fol. 49] policing and supervising the use of the sidewalk and the street in front of the so-called business block?

A. Yes sir.

Defendants object as incompetent, irrelevant and immaterial, and a conclusion, and the Court sustained the objection.

Q. Mr. Peebles, I wish you would please examine this paper that purports to be a written notice from the Gulf Shipbuilding Corporation and state under whose direction that notice was prepared?

A. Mine.

Q. Under yours?

A. Yes sir.

Q. Will you please state whether or not those notices, or exact copies of this notice, were posted or placed or put up in any manner on the windows of the stores of the business block in Chickasaw?

A. Yes sir.

Q. Do you know when they were put up?

A. I don't know the exact date, but I think about sixty days ago.

Q. That would have been nearly thirty days then before the 24th day of December, 1943?

A. I would say about thirty days before that.

Q. During the month of December, 1943, and prior to that time, did the Corporation require peddlers, venders, street sellers, agents and all solicitors of every kind to obtain written permission from the office before being permitted to operate on your property?

Defendants object as incompetent, irrelevant and immaterial, and the Court overruled the objection, and Defendants reserved an exception to the ruling of the Court,

Ans. Yes sir.

By the Court:

Q. That is of your personal knowledge?

A. Yes sir.

By Mr. Inge:

Q. In accordance with instructions given by you?

A. Yes sir.

Defendants object to that, and the Court overruled the objection, and Defendants reserved an exception to the ruling of the Court.

Q. As a matter of fact, were any permits issued to the various peddlers or solicitors?

Defendants object as incompetent, irrelevant and immaterial, and the Court sustained the objection.

[fol. 50] Q. Did you talk to any of these defendants, Mr. Peebles, prior to December 24th, 1943, personally?

A. I talked to two of the ladies, yes sir.

Q. Two of the ladies that are involved here today?

A. Yes sir, that is correct.

Q. Do you recall their names?

A. I can identify them but the names I don't recall.

Q. They are two of the ladies being tried here today?

A. Yes sir.

Q. Do you remember about how long that was before December 24th?

A. To make a positive statement I can not; I would say about a week.

Q. Did you at that time advise them that they would be required to have a permit before selling or distributing these magazines on your property?

A. We had a very, not too lengthy, but I would say a lengthy conversation in my office there and discussed the issues, and I told them they would have to have a permit, and I told them we were not willing to give them a permit under the conditions they wanted it.

Q. Did you tell them not to come on the property again?

A. Yes sir.

Q. And it was subsequent to that time that they were arrested on the property of the Gulf Shipbuilding Corporation?

A. Yes sir.

By the Court: Is there any objection to him pointing them out.

By Mr. Inge: I would like for them to point them out.

By Mr. Coley: Mrs. Marsh and Mrs. Stephens.

Witness: Yes sir.

By Mr. Inge: I would like to offer in evidence the notice identified by Mr. Peebles. It was marked State's Exhibit 2. Said Exhibit 2 is in words and figures as follows:

STATE'S EXHIBIT No. 2

GULF SHIPBUILDING CORPORATION

Housing Division

Post Office Box 1125

Mobile, Alabama

Office

Chickasaw, Alabama

[fol. 51]

NOTICE

This Is Private Property, and Without Written Permission, No Street, or House Vendor, Agent or Solicitation of Any Kind Will Be Permitted.

Gulf Shipbuilding Corporation, Housing Division.

Cross-examination.

By Mr. Powell:

Q. Mr. Peebles, I believe you said you were at present Vice-President of the Gulf Shipbuilding Corporation?

A. Yes sir.

Q. Prior to 1941 you were connected with the Chickasaw Development Company?

A. Yes sir.

Q. And they had a location out there on this same property, did they not?

A. Yes sir.

Q. How long were you with the Chickasaw Development Company?

A. About a year before the ownership was changed.

Q. Were you familiar with that property before that?

A. Before what time.

Q. Before the year?

A. Before I went to work with them?

Q. Yes.

A. In a general way, yes sir.

Q. How long?

A. I have lived in Mobile twenty-three years and I have known Chickasaw——

Q. All during that time?

A. Yes sir.

Q. The block you have just described as a business block did it exist twenty-three years ago when you knew about that property out there?

A. I would say a portion of it did exist.

Q. Most of it did exist?

A. A portion of it, yes sir.

Q. Was there a sidewalk in front of the property at that time?

A. I am inclined to say yes; I had no reason to examine those kind- of things very closely though.

Q. It is the same space that the present sidewalk covers?

A. I didn't examine that very close; it may have been wider or narrower, but I am of the opinion there was a sidewalk there.

Q. Was that business block occupied when you first knew about it by a drug store and other stores?

State objects to this line of questioning.

[fol. 52] By the Court: I don't see where anything has anything to do with it prior to the time the Gulf Shipbuilding Company took it over. Go ahead. I overrule the objection.

A. I would have to qualify my answer by saying that it was the time when we took it over that I knew intimately just what was there.

By Mr. Powell:

Q. You testified you knew it twenty-three years ago?

A. Just in a general way; I said I knew something about it.

Q. Didn't you testify in the Inferior Court that that drug store was there at the time you first knew about it?

A. When we took it over I knew what was in the business block; the business block itself was there.

Q. The business block was there twenty-three years ago?

A. A portion of it.

Q. And it was occupied?

A. I don't know.

Q. Didn't you testify that the drug store was operated there for all these years?

A. No sir.

Q. Did you testify that any of the property had been occupied for twenty-three years?

A. Right here?

Q. In the Inferior Court?

A. I told you I thought probably it had, because I wasn't in a position to make that statement.

Q. Do you still think so?

A. Yes sir.

Q. How long has the Post Office been there at Chickasaw?

A. You will have to ask the Post Office Department; I don't know.

Q. Was there one there twenty-three years ago?

A. I am assuming there was, I don't know.

Q. Did you know about it subsequent to back in 1918 during World War One?

A. I wasn't here; I was in the Army at that time.

Q. It was subsequent to World War One that you knew about it?

A. Yes sir, when I came here twenty-three years ago I just knew of it in a general way, and what was there I don't know.

Q. But you knew of some business places there?

A. Yes sir, a business block was there; whether they were doing business I don't know and it wasn't my business to find out.

Q. Were the doors open, Mr. Peebles?

A. I don't know.

Q. Were there people living in the village?

A. Yes sir.

Q. Were the people using the sidewalk at that time?

A. I don't know.

[fol. 53] Q. Did you see any one on the sidewalk?

A. I don't know.

Q. Did you use it yourself?

A. No sir.

Q. At the present time there is no restriction to the general public coming in there and doing business with any of those places that are open there; are they restricted in anyway?

A. Not in the stores.

Q. That is right, in the stores or in the United States Post Office?

A. That depends on the man inside the store; he has a lease from us and he may have restrictions; as long as they behave themselves we don't have anything to do with what happens in the store.

Q. They have to use the pavement for ingress and egress into these different shops?

A. If they want to some may go through the back, but most of them go through the front.

Q. Most of them use the pavement and go in through the front?

A. Without a doubt, yes.

Q. And they have ever since you have known about the property?

A. Since we took it over, yes.

Q. You mean the Chickasaw Development Company?

A. Yes sir.

Q. How long ago was that?

A. The Chickasaw Development Company took it over, I think, November 1st, I think, three years ago, a little better than three years ago.

Q. There is a road, paved road or a street right in front of this business block?

A. That is right between the business block and highway.

Q. It is adjacent to the sidewalk that the people walk on in front of the stores?

A. Yes sir.

Q. And it is between the highway and the sidewalk, running parallel there?

A. Yes sir.

Q. And it occupies the space between the pavement and the highway?

A. No sir.

Q. The concrete goes all the way to the concrete of the highway?

A. No sir. All the way to the concrete of the highway? The highway——

Q. Is there a dirt strip between this paved street and the highway?

A. That is right.

Q. The people can turn in at any point along there?

A. No sir.

Q. Can they turn in at each end of it?

A. Yes sir.

Q. Cannot turn in in the middle except go over a little rough place?

[fol. 54] A. If they wanted to go over a place about as high as that wall, and it slopes down; it runs from about four and a half or five feet on down.

Q. Is there a perpendicular wall there?

A. No sir.

Q. It is not very steep?

A. You may try it sometime in an automobile. It is about as high as that wall; I don't know whether you call that steep or not.

Q. You are talking about the strip?

A. I am talking about, between the actual Craft Highway and our ground is a neutral ground which is not paved.

Q. Isn't it a fact that that is almost level ground there, you don't come up to a steep incline to come into this?

A. No sir; it has been graded down.

Q. How wide is the sidewalk in front of the business block?

A. About eight feet I think.

Q. During the month of December and up to the present date shops along this business block are all leased to different parties?

A. Yes sir.

Q. And they are now operating them?

A. Yes sir.

Q. Including the United States Post Office?

A. Yes sir.

Q. I believe you said you wrote this notice about sixty days ago?

A. I didn't write it; I directed it to be written.

Q. Did you dictate it?

A. I told them what to write.

Q. Why did you decide at that time to put up this notice?

State objects as incompetent, irrelevant and immaterial, and the Court sustained the objection.

Q. You never issued any such notice until Jehovah Witnesses began offering their magazines there?

A. Oh! yes; we have for over a year; we have been issuing permits for over a year.

Q. I am talking about the notice?

A. On the windows.

Q. Yes?

A. No sir.

Q. You didn't put up that notice until after the Jehovah Witnesses began offering magazines out there?

A. Oh! yes we did.

Q. They have been offering them out there for over sixty days?

A. No sir, not to my knowledge.

Q. As soon as they started to offer them out there you put up the notice?

A. No sir, we put them up before then; I just told you.

Q. Did you instruct the officers to arrest them?

[fol. 55] A. We have the instructions, to any one who violates the law.

Q. Did you direct the arrest?

A. Yes sir, I am responsible for it.

Q. Did you direct the arrest on December 11th when they brought them down to your office?

State objects to that, and the Court sustained the objection, and Defendants reserved an exception to the ruling of the Court.

Q. How long were they held in the office on December 11th?

A. I don't know.

Q. A couple of hours?

A. I don't know.

Q. Did you talk to them on that occasion?

A. No sir.

Q. You were not there at that time?

A. I don't know, but I didn't talk to them.

Q. Did you direct their arrest on December 18th?

A. I didn't direct it at any particular time; I was told to arrest them if they came out there.

Q. They were brought into your office on that occasion?

A. No sir; there hasn't been anybody in my office except the two ladies I testified.

Q. They were brought in the office by the officers?

A. No sir; they came in of their own accord.

Q. You were not there on December 18th when the officers held them there and did not take them to jail?

State objects to that.

Q. Did you order them held without bail, Mr. Peebles?

A. I don't think I would have that right, would I?

- Q. Did you talk to anybody about it?
A. No sir, I never presumed to do that.
Q. You knew they were held without bail?
A. No sir; we arrested them and sent them down here and they were in the hands of the Court.
Q. You didn't sign any of the affidavits or warrants to any of the cases?
A. No sir.

By Mr. Coley:

- Q. Your acquaintance with the property——

By the Court: I cannot sit by and have four lawyers examine one witness.

By Mr. Powell: You mean three.

[fol. 56] By the Court: Go ahead.

By Mr. Coley:

- Q. Your acquaintance with this property up until the time you began working with the Chickasaw Development Company was casual?
A. Yes sir.
Q. You passed up and down the highway occasionally?
A. Yes sir.
Q. Did you ever play golf out on the golf course?
A. A long time ago when I was a little younger.
Q. You have seen people coming and going?
A. Yes sir, only in a casual way.
Q. You knew nothing about that place or any restrictions out there and never heard of any?
A. I didn't actually know them, no.
Q. To your knowledge, how long has a post office been open on that block?
A. Since we took over in 1940; that is to my actual knowledge.
Q. Can you tell the Court the territory that that post office serves, do you know how far it extends?
A. No, sir; I know it serves the immediate section in Chickasaw, but beyond that I don't know how far it serves.
Q. Chickasaw embraces not only the Gulf Shipbuilding Company property but all that surrounding property?
A. We don't identify it that way. We say a lot of things about Chickasaw but we identify Chickasaw only by the property we own.
Q. I am speaking about the Post Office?

A. I can't answer as to the Post Office.

Q. As a matter of fact, Chickasaw proper of what you speak is a limited portion consisting of that business block and a housing area, some of which is to the east of the highway and some of which is to the west, of the highway, and extending out and including a part of the lots which has been acquired in Mobile Heights?

A. I can't answer that; I would have to stay with my own property.

Q. You know, as a matter of fact, that all of that property around there is thickly populated?

A. Yes sir.

Q. Extending almost to Whistler in that direction?

A. It is thickly populated adjacent to Chickasaw.

Q. And goes all the way back down to Prichard?

A. How far it goes you will have to answer.

[fol. 57] Q. That housing project is erected on a part of the property that was formerly of the Chickasaw Development Company or Gulf Shipbuilding Company?

A. No sir.

Q. Didn't they condemn a part of the Gulf Shipbuilding Company's property?

A. No sir.

State objects to that as incompetent, irrelevant and immaterial, and the Court sustained the objection, and Defendants reserved an exception to the ruling of the Court.

Q. Now, Mr. Peebles, I believe you said that these notices were put up under your instructions?

A. Yes sir.

Q. You had the officers of the Gulf Shipbuilding Company place them in the windows where they were placed?

A. That is right.

Q. And this property, all of these stores are leased to private individuals or companies?

A. Yes sir.

Q. And these businesses have been conducted there for some period of time and were at the time the property was acquired by the Gulf, except new businesses there since?

A. There were some vacancies there when we took over.

Q. The leases under which this property was rented have no restrictions as to the use of the sidewalk?

A. No sir, the sidewalk is not mentioned.

Q. There are no other buildings, residences or otherwise, facing on that sidewalk except these particular buildings which are under lease as you have testified, are they?

A. That is right.

Q. This driveway you testified passes only in front of these buildings?

A. Goes all the way around the buildings.

Q. There is a block in there?

A. Yes sir.

Q. There is a highway on the end of the block to the south,—I guess you would call it east,—back towards Mobile?

A. No sir.

Q. There is a road that runs by the end of the business block that goes towards the river?

A. That is about five or six hundred yards down there. That is a private road owned and constructed by the Gulf Shipbuilding Corporation.

Q. There is a road that goes by the north end?

A. A private road constructed by us.

Q. It has been there ever since the drugstore has been there?

A. No sir, that road was taken up after the last war and [fol. 58] was never used until the Gulf Shipbuilding Corporation bought it.

Q. Isn't it a fact that the Southern Railroad Company had a depot located in back of that business block?

A. No sir.

Q. Isn't there an old building back in there now that was used for a depot?

A. No sir.

Q. The railroad passes along there?

A. Yes sir, the Southern and A. T. & N.

Q. Didn't they have a depot there?

A. Down below us about five or six hundred yards.

Q. Isn't it a fact that that road entered from Craft Highway by the Drug Store and you could drive right in, and that was the road customarily followed, you could drive in there and follow that road back by the depot?

A. No sir.

Q. You have been to that depot?

A. Many a time.

Q. And you never followed that road?

A. No sir.

Q. You could follow it?

A. Oh! yes, you could jump a fence and go there.

Q. I am talking about in an automobile?

A. Yes sir, you could, but it would be way out of your way to do it.

Q. There was no obstruction or anything to keep you from doing it was there?

A. No sir.

Q. And you say these ladies came to your office of their own accord?

A. Yes sir.

Q. And when they came in they told you they wanted to go ahead with that work?

A. I don't know; I know what the substance of the conversation was but not everything said.

Q. Just what was the substance of the conversation?

A. They had been warned by our policemen not to come back there and were threatened with arrest and they came back to see me or sent me word, and they came in and we sat there and talked.

Q. In that conversation didn't they tell you that they were Jehovah Witnesses?

A. Oh! yes.

Q. And that they were Ordained Ministers?

A. Yes sir.

Q. And that they were distributing these booklets in the furtherance of their religious belief and as they believed in accordance with the directions of Jehovah?

A. I can't answer that, what all they told me; I didn't have much chance to talk; they told me what they were going to do.

Q. They did tell you they felt that it was a matter of their [fol. 59] religion, they were required to distribute these booklets?

A. I don't know whether they told me that or not, but they told me they were going to do it and regardless, and I told them they weren't, and that is how it started.

Q. They told you they were going to do it as a matter of their religious duty, didn't they?

State objects to that, and the Court sustained the objection.

Q. Did they do it or not?

State objects to that as incompetent, irrelevant and immaterial, and the Court overruled the objection.

Q. Did they tell you that they were distributing these booklets and pamphlets in pursuance of their religious duties and as Ministers of Jehovah Witnesses?

State objects on the same grounds, and the Court sustained the objection, and Defendants reserved an exception to the ruling of the Court.

By Mr. Coley: We expect to show that these people stated to Mr. Peebles at that time that they were——

By the Court: I don't think you have any right to read into the record there. You ask questions.

By Mr. Coley: I take my exception but I want to also take exception to the Court's refusing to permit me to state what I expect to show when the Court has ruled and has stated that the matter which I expect to offer as evidence is not material, and I want to make that on the further ground that I have raised this same matter in the pleas which have been stricken and the Court stated I could introduce any matter, as well as the prevailing and customary practice, under the general issue that was raised in these pleas.

By Mr. Inge: That was a legal defense.

By Mr. Coley: I cannot try a case without I can try it.

By the Court: I have already ruled I wasn't going to let [fol. 60] you state what you expected to prove.

By Mr. Coley: I want to get my exception in the record and I can't unless I get in my statement of what I expect to show.

By The Court: I won't let you do it.

By Mr. Coley: I except to the remarks of the Court.

By the Court: Just abide by my rulings and we will get along better.

By Mr. Coley:

Q. Did they tell you they were selling anything on that block?

A. I don't remember that they did, Mr. Coley, one way or the other.

Q. Do you know whether they sold anything on that block?

A. I have never seen them on the block.

Q. Now, that is the only written notice you have ever had posted out there?

A. Yes sir.

Q. You know nothing about what was done in that village up until the time the property was acquired by the Chickasaw Development Company?

A. No sir.

Q. And these are the only people that have ever been arrested out there?

A. Oh! no.

Q. Who were they?

A. I can't go back—— .

Q. I am talking about for this offense?

A. Yes sir, for this particular offense.

Witness excused.

State rests.

By Mr. Coley: I want to move that the evidence be excluded on the ground that no prima facie case has been made out, and on the ground that the evidence discloses that the defendants have in fact not committed any violation of the law, the undisputed evidence. The Court overruled the motion.

[fol. 61] By Mr. Powell: With your permission, if the Court please, I will read this motion and put in the names later and later put it in and file it. (Reads motion to the Court.)

By the Court: You are filing that motion.

By Mr. Powell: Yes sir.

By the Court: And that is in each case?

By Mr. Powell: We would like to file this motion reserving all rights of the defendants to put on their defense.

By Mr. Inge: I don't think they can do both.

By Mr. Powell: We withdraw from the motion paragraph fourth.

By Mr. Coley: I don't think there is anything in the motion not covered by my oral motion, but to save any question this will not be offered.

MRS. GRACE MARSH, one of the defendants, after having been first duly sworn, testified as follows:

Direct examination.

By Mr. Powell:

Q. This is Mrs. Grace Marsh?

A. Yes sir.

Q. Are you one of the defendants in this case?

A. Yes.

Q. What is your occupation, Mrs. Marsh?

A. Well, my occupation is that of an Ordained Minister, I am one of the Jehovah Witnesses, and represent the Watchtower Bible and Tract Society.

By the Court: Just answer the question.

By Mr. Powell:

Q. How long have you been in this work?

A. I made my conversion to the Jehovah Witnesses in thirty-four and since that time I have devoted my full life to that work.

[fol. 62] Q. That has been a ministerial work?

A. Yes sir, in preaching the gospel of the Kingdom.

Q. What were you doing at the time of your arrest on December 24th?

A. I was standing on the sidewalk in Chickasaw offering—

Q. Where on the sidewalk were you standing?

A. On the outer edge by a post.

Q. You mean the curb?

A. By the curb, yes, and I was offering this magazine, I was calling to the passers by as they came by, "Watchtower, announcing Jehovah's Kingdom," and this offers the only hope—

State objects to that.

By the Court: We are not going to have any sermons; you just answer the questions.

By Mr. Powell:

Q. This Watchtower is the issue of January 15th, 1944?

A. Right, announcing Jehovah's Kingdom.

State moves to rule that out.

Q. Are these received prior to the date of publication?

A. Yes.

Q. What were you doing with these magazines?

A. I was offering them to the people who passed the sidewalk.

Q. You were selling them?

A. No, indeed; we offer them to any person of good will who desires to read them.

Q. Why do you offer them?

A. Because they might learn more about Jehovah's Witnesses——

State objects to that and moves to exclude it, and the Court overruled the objection and refused the motion.

Q. Were these given to the people?

A. Yes, sir, on many occasions.

Q. You say on many occasions, what was done on those occasions?

A. Any one who desires to contribute a few pennies towards our Christian work may do so; otherwise they were given to them free of charge. Besides that——

By the Court: Don't go into any explanation.

By Mr. Powell:

Q. When were you first accosted by the officer?

A. On the 11th of December?

[fol. 63] Q. December 11th?

A. Yes.

Q. What was done on that occasion?

A. We were taken into the Gulf Shipbuilding Office and held about two hours. On that occasion——

Q. Who took you to the Gulf Shipbuilding Office?

A. Mr. Chatham.

Q. And were you held there against your will?

A. Yes.

State objects to that and moves to exclude her answer, and the Court sustained the objection.

Q. When were you next accosted by the officer?

A. On the 18th of December.

Q. What was done on that occasion?

A. We were arrested and taken to Mobile.

Q. I might ask you first, was any case made against you on the 11th?

A. No, not to my knowing.

Q. What was done on the next occasion?

A. We were taken to Mobile to the County Jail.

Q. What did they do there?

A. They didn't book us; the man at the desk said if it was left to him that we never would have been brought in there in the first place.

Q. Were you released?

A. They told us to go ahead.

Q. And you went away from the jail at that time?

A. Yes.

Q. Well, then, was a case made against you on that occasion?

A. No.

Q. On December 24th, were you arrested again?

A. Yes.

Q. What was done on that occasion?

A. We were brought into the County Jail and were held there.

Q. Did you go see Mr. Peebles at any time prior to December 24th?

A. Yes, we called and made an appointment with Mr. Peebles.

Q. Who was with you at the time?

A. Aline Stephens.

Q. What took place there with Mr. Peebles?

A. We went in and we stated our position as Ordained Ministers of Jehovah and our sincerity in this work and it meant life and death to us——

State objects to that statement, and the Court sustained the objection, and Defendants reserved an exception to the ruling of the Court.

Q. State whether or not you explained to him the nature of your work at that time, Mrs. Marsh?

State objects as calling for incompetent, irrelevant and immaterial testimony.

[fol. 64] By the Court: Answer yes or no.

Witness: Yes, we did.

By Mr. Powell:

Q. Did you hear Mr. Peebles' statement where he said that you told him that you were representing Jehovah, or something like that?

A. Yes.

Q. Did you tell him something in that respect?

A. Yes.

Q. Did you explain to him, show him the magazines at that particular time?

A. Yes.

Q. What magazine did you show him?

A. The Watchtower and The Consolation; we offered him a copy of each.

Q. Did he take a copy?

State objects as immaterial, and the Court sustained the objection.

Q. Mrs. Marsh, at the time of your arrest on December 24th, what did the officer say to you when he came up?

A. He reminded me that I must go with him to the office and get a permit to do this work if I continued in this work.

Q. What office?

A. Go down to the Gulf Shipbuilding Company's office and get a permit.

Q. Did you explain to him the nature of your work?

A. Yes sir, I reminded him we were Ordained Ministers and that was the right granted to us by the Constitution; we were commanded by Almighty God to do this and we couldn't ask man for permits to do this work; we were not peddlers and we were not soliciting for anything, we were simply there carrying on our Christian educational work in an orderly manner.

Q. Mrs. Marsh, have you traded at the stores in that block?

A. Yes, on many occasions I have bought groceries there.

Q. How long has that been?

A. I have been working in this area?

Q. How long have you been trading in——

A. About six months.

Q. And at the time you traded there did you observe others using the sidewalk and the street to enter these various shops and places?

A. I cannot see any difference in any other town of the size.

[fol. 65] Q. State what buildings are in this block, is the United States Post Office one of the buildings?

A. Yes, and drug store.

By Mr. Inge: There is no dispute whatever about that.

By Mr. Powell: If it is admitted that it is generally used by the public without restrictions——

By Mr. Inge: No sir.

By the Court: Go ahead and ask your questions.

By Mr. Powell:

Q. You say that this town, the business part, is just like any other unincorporated town?

A. Yes sir.

State objects and moves to exclude that statement, and the Court sustained the objection and granted the motion.

Q. Just state to the Court how the sidewalk in front of these business properties is used?

A. It runs practically in front of the business as it does all other business in any town of its size.

Q. How is it used?

A. Used by the general public as all other towns.

State moves to rule out that statement, the witness is not competent, and the Court overruled the objection.

Q. State whether or not people walk back and forth and stop and talk?

A. Yes sir, as they do in all other towns.

Q. Are newspapers sold there like on any other town streets?

A. Yes.

Q. Is there any line of demarcation, state whether or not there is any line of demarcation between that property and the State Highway that runs right in front of it?

A. No.

Q. There is free access to this property?

State objects as leading, and the Court sustained the objection.

Q. How long have you carried on your ministerial work in this town?

A. I have been working this portion of Chickasaw for more than six months.

[fol. 66] Q. When did the notices first appear in the windows out there?

A. The first to my knowing that the notice was there was on the 24th of December, between the 18th and 24th the notice was put there.

Q. Was that the first time——

A. That was the first time any one had brought it to our attention or to our knowing it was there.

Q. Do you know whether or not it was put there previous to that?

A. Well, I didn't see it there.

Q. You didn't, if it had been there previous to that would you have seen it?

A. I should think they would have called our attention to it; that was the first thing they told us on the 24th; they called us and pointed out the sign; we were called in on two occasions before that and no notice had been called to our attention.

Cross-examination.

By Mr. Inge:

Q. Mrs. Marsh, I understood you to say that the Constitution gives you the right to go anywhere you wish and offer those papers?

Defendants object to that, and the Court sustained the objection.

By Mr. Inge: She said the Constitution gave her the right to go on that property.

By the Court: That is not a right for her to decide.

By Mr. Inge:

Q. You knew this property was owned by the Gulf Shipbuilding Company when you first went there?

A. No.

Q. You were told that on the 11th of December?

A. I was told I was violating or trespassing by working there doing our Christian educational work, but we were ac-

cused of selling and soliciting, but we were not doing that, and that wouldn't apply to us.

Q. You were told you couldn't stand there and distribute those pamphlets without a permit?

A. Yes sir, and that didn't apply to me because I wasn't selling anything.

Q. You were accepting money in return?

A. I was for some magazines, but a big portion of our literature is given free and no one is asked to pay any price. [fol. 67]

Q. You were inviting people to contribute, were you not?

A. No sir.

Q. Isn't it a fact that you would first offer the magazine in return for a contribution and then if the party didn't wish to contribute you would give it to them?

A. I offer it in this manner, "Watchtower Magazine, announcing Jehovah's Kingdom", and the people passing by would stop and ask what is this magazine, and then I would take and turn to the pages——

Q. Just a minute, I asked you a very simple question; didn't you first invite the party you talked with to contribute by paying some money to you in return for that magazine?

A. I did not.

Q. Did you accept any contributions on that day?

Defendants object as incompetent, irrelevant and immaterial.

Ans. I don't remember.

Q. You say some of the magazines you do accept contributions for?

A. If any one wishes to contribute towards carrying on this work we accept contributions, but it is not for the sale of the magazine at all.

Q. Had you accepted any contributions that day?

A. Not to my memory I had not.

Q. You had prior to December 24th been told that you could not remain there without written permission?

A. Yes sir.

Q. And after being told that you returned and that resulted in your arrest?

A. That is right.

Q. As a matter of fact, you were told that on the 11th of December and on the 18th of December?

A. Yes.

Q. And on the day when you were arrested, that afternoon, at the time of your arrest, were you engaged in going in the store to buy groceries or going into any of the stores?

Defendants object as incompetent, irrelevant and immaterial.

Q. You have shopped in the stores?

A. Yes sir.

Q. And no one has ever attempted to stop you from going into those stores and shopping?

A. No sir.

Q. You were not shopping on the afternoon you were arrested?

A. I had just had my dinner in the restaurant and made a purchase in the drug store.

Q. You were not engaged in shopping at the time you were arrested?

[fol. 68] A. No sir, I was engaged in my Christian educational work as an Ordained Minister of Jehovah Witnesses.

Q. You were standing on the sidewalk doing what you have described?

A. Yes.

Witness excused.

By Mr. Inge: There is one thing I would like to request and that is at the proper time I would like to withdraw this deed and take a photostatic copy and substitute it. It is obviously an important document of the Company.

By the Court: All right, sir.

By the Court: Is the testimony of the other four ladies and one young man the same as the testimony of this young lady here?

By Mr. Powell: They will be substantially the same.

By the Court: I presume an agreement can be made from a point of law. This lady testified fairly and frankly, without any qualification of any kind; I don't want to cut your case short.

By Mr. Inge: The State would be quite ready to admit they would testify to substantially the same facts; they wouldn't be exactly the same but substantially so.

By the Court: This lady testified she was warned and I presume the others, I don't know.

By Mr. Powell: May it please the Court, I feel confident that each one of the defendants would testify substantially to the same thing that just has been testified to by Mrs. Marsh, that they are each Ordained Ministers representing the Watchtower Bible and Tract Society and they were there in that capacity passing out literature in furtherance of their belief, as Ministers, on this same sidewalk.

[fol. 69] By the Court: And I believe she stated they were warned not to do so and she felt that she had the right to and said she would, I believe, to that effect, whatever this testimony was.

By Mr. Powell: I would like to incorporate in that that each one of them would be testifying in the same capacity and the character of the literature would be the same.

By the Court: All of the defendants are in the same situation, the same defense, the same applies to each one.

By Mr. Coley: All of them are Ordained Ministers of Jehovah's Witnesses and the testimony will be substantially the same.

By the Court: Let's have it firmly understood that the testimony in each case would be the same as the testimony of Mrs. Marsh.

By Mr. Powell: We intend to tender this in evidence for the next witness, if it is agreed that they will be introduced in each of the cases.

By Mr. Inge: I have no objection to that going in.

Note: It was agreed that the card will be considered as having been introduced in each of the six cases.

It was marked Defendants' Exhibit 3.

Said Exhibit 3 is as follows:

DEFENDANTS' EXHIBIT No. 3

To Whom It May Concern:

This Is To Certify That Grace Marsh, whose signature appears below, is an ordained minister of Jehovah God to preach the gospel of God's Kingdom under Christ Jesus and that said person is one of Jehovah's witnesses. The Watch Tower Bible and Tract Society, created and organized and chartered by law to preach the gospel of God's Kingdom, sends forth Jehovah's witnesses to do this work as commanded by the Almighty God. Jehovah's witnesses [fol. 70] are ordained and commissioned by God, and the signer of this card Scripturally claims such ordination and

commission, as set forth in the Bible at Isaiah 61: 1, 2; Isaiah 43: 9-12; Matthew 10: 7-12; Matthew 24: 14; Acts 20: 20; 1 Peter 2: 21; 1 Corinthians 9: 16. Being one of Jehovah's witnesses, the signer must obey God, rather than men. (Acts 3:23; Acts 4: 19; Acts 5: 29.) Jehovah's witnesses, in obedience to God's commandments, preach the gospel and worship Almighty God by calling upon people at their homes, exhibiting to them the message of the gospel of said Kingdom in printed form. Bibles, books, booklets, and magazines are offered free to those that are poor, or on contribution, which contribution is accepted for the publishing of other literature so that the Word of the Lord may have greater circulation in all this world for a witness, giving other people the opportunity of learning of God's gracious provision for them. Said witness of Jehovah is doing this work of his own volition and is bearing the testimony before the people in accordance with the provisions of the fundamental laws of this land and in obedience to God's commandment, which is supreme. Any kindness shown this witness of Jehovah will be greatly appreciated and is certain to call forth the blessing of the Lord upon the one showing such kindness. (Matthew 25: 31-46.) The Society or its appointed representatives will be pleased to furnish authoritative proof as to whether the signer of this card is one of Jehovah's witnesses.

Watch Tower Bible & Tract Society, By N. H. Knorr, President.

Name: Grace Marsh.

Address: Whistler P. O. 67, Alabama.

On the reverse side of this card is the following:

Freedom under a Righteous Government is Almighty God's purpose for all "men of good-will". As a most timely help toward the education of the people for that more abundant Freedom I bring you the book "The Truth Shall Make You Free".

This 384-page book is based on the great Textbook of freedom, the sacred Bible. By learning the truths set forth in this book you may enjoy a freedom now that makes [fol. 71] life worth living and that leads to everlasting life in the free new world under God's kingdom.

You may have this copy of "The Truth Shall Make You Free" by contributing twenty-five cents. Thereby you will aid in this educational campaign to enable others to stand fast for freedom.

HUGH CALHOUN BEDFORD, a witness for Defendants, after having been first duly sworn, testified as follows:

Direct examination.

By Mr. Coley:

Q. What is your name please?

A. Hugh Calhoun Bedford.

Q. How long have you lived in Mobile?

A. Well, I came to Mobile about 1908 and I was here until about 1922, and I resided at Bay Mintee for years and I came back here.

Q. In what year did you come back to Mobile?

A. It was I think 1930. At any rate it was the time that the Forchheimer Grocery Company liquidated their business; I think it was 1930.

Q. During that time were you in and out of Mobile all of that time?

A. Almost every week.

Q. You were salesman for Forchheimer Grocery Company?

A. I was.

Q. How long were you engaged as Salesman for Forchheimer Grocery?

A. Well, I began work with them, I think it was in October, or somewhere in the Fall of 1917.

Q. That is Forchheimer Grocery, wholesale grocery, here in Mobile?

A. Yes sir.

Q. And you worked as a salesman for them from then until 1930?

A. There was another time I was in the employ of the Forchheimer Grocery Company and I was with the Ogburn Davison Grocery Company.

Q. During that time did you have any occasion to call on the trade in Chickasaw?

A. Not so much that time as I did prior to that time when I was, from the time of the,—about 1913 or 14 some-

where along there, I was working in the City and was passing back and forth, and I have on various occasions been in Chickasaw, been there on business trips; I don't recall exactly the date, back and forth over a period of quite a number of years.

Q. Do you recall just when this so-called business block in Chickasaw on which a drug store and Post Office are [fol. 72] located, do you know when that was built?

A. I can't say definitely as to the date, Mr. Coley, because I didn't have anything particularly to impress it on my mind, but at any rate it was along about the time that I, just prior to the time that I went to work for the Forchheimer Grocery Company.

Q. That would have been then about 1917, would it?

A. Yes sir; from the period of time back, from the period of time from 1914 on up until early part of 1917, I was with another concern in the Mobile area and I, my work, was confined to the City and suburbs of Mobile.

Q. From 1914 to 1917 were there any buildings on that block?

A. I know there was a drug store and post office there along about that time.

Q. Is that in the same location, about where they are now?

A. I tell you I can't say definitely in regard to that because I haven't been out there lately and they may have been moved; I didn't have much occasion to use those buildings and I can't say definitely where they are located; I have been out there on other occasions, but prior to that time I can't definitely state, what date or year, exactly that time.

Q. You haven't been out there then in the last fifteen years?

A. Oh! yes.

Q. When you were there the last time was the drug store in the same place as when it was first built out there?

A. Well, I just don't remember that exactly because I didn't have that——

By the Court: Answer whether you do or not.

A. I can say substantially it is in the same place; I never surveyed the place, I don't know.

Q. Was the drug store in substantially the same location when it was first erected prior to 1917 as it is now and has been throughout that entire time?

A. So far as I know I think it is.

Q. Do you know, at that time was that open to the general public?

A. I should think so.

State moves to exclude his statement; he says he doesn't know anything about the property out there at that time.

A. I know I have been in the drug store out there lately in the past year or so, and I know I have been a number of times in the former grocery store operated by Coleman and [fol. 73] I have also been in the store operated by Delchamps.

Q. Is that in the same location as the store was first located?

A. Yes.

Q. Is that drug store in substantially the same location now as it was when you first knew it, about 1917?

State objects to that because he is predicated it on substantial, and the Court sustained the objection.

Q. Is it in the same location, Mr. Bedford?

A. It is approximately the same as far as I know; I cannot measure it.

State moves to exclude that, and the Court refused the motion.

Witness excused.

ETHEL SMITH, a witness for the Defendants, after having been first duly sworn, testified as follows:

Direct examination.

By Mr. Coley:

Q. Is this Mrs. Ethel Smith?

A. Yes sir.

Q. Mrs. Smith, how long have you lived in Mobile?

A. This coming June will be twenty-three years.

Q. During that period of time have you had occasion frequently to go out by Chickasaw?

A. I have.

Q. Are you familiar with the location of the property out there, the block where the post office and drug store and

grocery store and barber shop and what not are located?

A. I am.

Q. Did you have occasion to go into those places from time to time?

A. I have.

Q. Have you ever noticed any notices posted anywhere about on the front of the buildings restricting the manner in which they might be used by the public?

State objects to that; we don't know whether he means five years ago or a month ago.

A. I didn't notice any notice.

Q. Have you ever been stopped or warned by any officers, or anybody else, that there were any restrictions to the use of the sidewalk?

A. No sir.

Q. And you used it in going in and out of the buildings?

A. I have ever since I have been in Mobile, because when [fol. 74] I came here to Mobile I visited there.

Q. And then, beginning twenty-two or twenty-three years ago and extending up to the present time you have observed that place and have used that sidewalk occasionally?

A. Yes sir, I have.

Q. Have you observed whether others used it?

A. Well, they did use it.

Q. Have those business houses been open continuously since that time?

A. They have.

Q. Some of them?

A. Every time that I have been there.

Q. How often would you say you have been there, an average of how many times a month or year?

A. Well, when I first came here I visited quite frequently; I wasn't well known and had a good friend there and I visited on an average of once or twice a month, and I did that on up until once a month for several years until they left Chickasaw, and after they left Chickasaw I had no special reason for going, more than people I had met, and when I chose to take a ride and chose to ride out there I went whenever I got ready.

Q. That has extended over what period of years, how long have you been here?

A. This coming June will be twenty-three years.

Q. You came here in 1921?

A. Yes sir.

Q. And those buildings have been on that sidewalk since 1921?

A. Yes sir.

Q. There is only one business block there in Chickasaw, isn't it?

A. Yes.

Cross-examination.

By Mr. Inge:

Q. Mrs. Smith, are you a member of the Jehovah Witnesses?

A. Yes sir.

Q. Where do you live now?

A. I live in Mobile.

Q. Have you ever lived in the village of Chickasaw?

A. No sir.

Q. You always have lived in Mobile since you came here twenty-one years ago?

A. Twenty-three years ago.

Q. And you say that your real occasions for going out there to Chickasaw within the first few years after you came to this community was to visit some friends who lived in the village?

A. Yes sir.

Q. When did they leave?

A. I cannot recall exactly; it seems to me they were there at least six or seven years.

[fol. 75] Q. And that after that you had no more occasion to go out there?

A. I had others out there.

Q. How often would you say you went to Chickasaw when the special friend was there?

A. I went quite often.

Q. After they left?

A. For the first few months maybe once a month and then my obligations and family grew and then I visited less.

Q. You rarely ever went out to Chickasaw?

A. Yes, I went often.

Q. You had no particular business there, you were just driving through or visiting people in the village?

A. That is true, no special reason.

Q. You say when you first started going out there you traded in some stores?

A. No, sir.

Q. Did you ever trade in any stores out there?

A. I did but not often.

Q. When?

A. The purchases I ever made was in the drug store.

Q. When was that?

A. Four or five years ago.

Q. Was the only time you ever made any purchases in any store there?

A. In the drug store, ice cream for the children and post office for mailing letters, and the golf course, my boys played and caddied on the golf course.

Q. You say the only time you did any shopping was in the drug store four or five years ago?

A. I didn't go there purposely but I just bought it while I was there.

Q. Did you ever stand on the sidewalk and give out or solicit people to receive any pamphlets of Jehovah Witnesses?

A. Not out there.

Q. That property is owned by the Gulf Shipbuilding Corporation?

A. I understand it is now.

Q. Do you know who owned it prior to that time?

A. I have no idea.

Q. You weren't particularly concerned while out driving about the uses that property was put to out there?

A. No sir, other than being a suburb of Mobile.

Q. You say you have never attempted to distribute any papers on the sidewalk out there, you have limited your activity to the City of Mobile?

A. Not entirely to the City of Mobile, but I have never been in Chickasaw for the street work.

Q. Do you mean to state that you know as a positive fact that that sidewalk that is now there has been in that identical location all that time?

A. Yes sir, the sidewalk has.

[fol. 76] Q. And the same stores?

A. Not operated by the same people, but the buildings have been there.

Q. Were the same buildings there all that time?

A. About it being the same buildings I can't tell you; there were buildings there at that time and have been buildings on that sidewalk ever since I have been going out there.

Q. Don't you know those buildings have been completely rebuilt?

A. Not in recent years I haven't.

Q. When was the last time you saw these buildings there now?

A. The last time I was in Chickasaw I didn't stop, I drove through there, just driving.

Q. You don't know what buildings are there now?

A. So far as the name of them I don't know who operates them but the same buildings are there.

Q. The same buildings there today have always been there?

A. Unless the old buildings have been torn down and more modern buildings have been put there.

Q. You can't say whether that has been done or not?

A. No sir.

Q. Don't you recall that that roadway just on the north of the business block going over the viaduct there, that that was completely closed up for nearly twenty years?

A. It wasn't closed that people couldn't go through Chickasaw.

Q. I didn't ask you that; I am talking about the roadway leading to the east, north of the business block, don't you know that was completely blocked off?

Defendants object to that, not involving the location where the arrest was made.

Q. That viaduct was closed up entirely by the Tennessee Land Company just north of the drug store there?

A. By my not living in Chickasaw, and my having no interest there whatever, not even buying groceries or anything, and not knowing this was coming up, I took no notice whatever about that, but by going through there, which I have gone through and stopping on different occasions, maybe once a month, or more or less, but on an average of at least once a month I have gone through and had communication with Chickasaw, but exactly as to where the road leads or how many buildings might have been there or what was kept in those buildings, I paid no notice, and on my weekly trips through I have made one purchase there, [fol. 77] and I have attended school programs and recrea-

tions there and my boys have played golf and caddied there, and on Sundays my husband and I have rode out through there.

Q. That is the point, you have had no particular reason to pay special attention to that one business block out there, have you?

A. No sir; the first time I went there I was walking and I walked on the sidewalk and when I visited there before I had occasion to go in the barber shop.

Q. You know there was a sidewalk out in Chickasaw and some stores there, but you don't know exactly where they were?

A. No, I don't.

Redirect examination.

By Mr. Coley:

Q. Mrs. Smith, by that you mean as far as measuring or locating it by inches or by the quarter section, and so forth, you know what it was?

A. That is right.

Q. It was the same sidewalk in front of the same buildings?

A. That is right.

Q. Mr. Inge asked you if you knew what use it was put to; I will ask you if that sidewalk there was not put to the same use as the sidewalks in the town of Prichard?

A. Yes sir, and I have worked in the town of Prichard.

Q. Did you see any difference in the use of the sidewalk out there and the use of the sidewalks in Prichard?

A. No sir; no different from any suburbs of Mobile, and I have visited all suburbs of Mobile.

Recross-examination.

By Mr. Inge:

Q. You don't know what that sidewalk was used for; you never saw anybody put off?

A. I have never seen anybody put off.

Q. And you were never asked to get off?

A. No sir.

Q. You weren't soliciting any thing there?

A. No sir.

Q. You weren't carrying on any business or offering to sell anything?

A. No.

Witness excused.

C. C. PEAVY, a witness for the Defendants, after having been first duly sworn, testified as follows:

[fol. 78] Direct examination.

By Mr. Coley:

Q. Is this Mr. C. C. Peavy?

A. Yes sir.

Q. You are the Assistant United States Postmaster at Mobile?

A. Yes sir.

Q. How long have you held that position?

A. Since February 1, 1922.

Q. Mr. Peavy, are you familiar with the United States Post Office at Chickasaw?

A. Well, I know something about it since we took it over on the 16th of March this past year.

Q. 16th of March this year?

A. No sir, 1943.

Q. It is now a part of the Post Office at Mobile?

A. Yes sir.

Q. And operated as such?

A. As a classified branch of Mobile.

Q. Are you familiar with its location?

A. Yes sir, I know where it is; it is in that new building.

Q. Were you familiar with the location of the Post Office at Chickasaw prior to this time?

A. You mean the little wooden building.

Q. Yes?

A. Yes sir.

Q. How long have you known the location of that old Post Office building there?

A. About twenty-five years, built back in 1918.

Q. That was in that little old wooden building up the street a little piece from where it is now in the new building?

A. It is this side of the present site.

Q. And it fronts on the same sidewalk as the new building does now?

A. It faces the same street. As a matter of fact, it is some distance back from the street. It wasn't exactly on the street, there was some little grass plot out between the little wooden building and the sidewalk.

Q. Was that sidewalk used in going and coming from the Post Office?

A. I don't quite understand the question.

Q. I mean this, when the patrons went to and from that Post Office?

A. They ordinarily walked on the sidewalk, and maybe some stepping stones, or something, I don't remember what it was; it was set back a little ways from the street; it wasn't on the sidewalk like the new one.

Q. That United States Post Office has been maintained continuously on that location ever since 1918, has it?

A. The best of my recollection it has. We opened it up originally as a branch in the Fall of 1918, in the other war, [fol. 79] and we kept it going for a number of years after the war, and business got down so low there that we just let it revert into an independent office. It started out as a fourth class and later got to a third class; I don't remember the date of the change.

Q. Mr. Peavy, what territory is served by that Post Office?

A. Well, that would almost take a man who knew the City delivery service out there to tell you that; I don't really know; we have six carriers assigned out there and have managed to deliver mail to the various housing projects of the Alabama Village and Gulf Homes, all different things.

Q. Alabama Village and Gulf Homes and all that territory that is built up in that neighborhood?

A. I think we undertake to serve the whole area.

Q. And that area extends back to where the Prichard area meets it, doesn't it?

A. I don't exactly know where the division line is.

Q. It is served, that whole area is served by delivering, delivery by mail carriers, house to house delivery?

State objects as immaterial.

Q. Are there any restrictions limiting the use of that Post Office to those people who live in property owned by the Gulf Shipbuilding Company?

A. Not that I know of.

- Q. Have you ever heard of anything like that?
A. No sir.
Q. And there are no restrictions in the usage of the Post Office by anybody so long as it is properly used?
A. Not that I know of.

Cross-examination.

By Mr. Inge:

- Q. Mr. Peavy, is that present Post Office building there leased by the United States Government from Gulf Shipbuilding Corporation?
A. Yes sir.
Q. And a monthly rental is paid for it?
A. It is leased on an annual basis; I settle up with him every month.
Q. The old Post Office was located considerably south of the stores, some several hundred yards south of the stores, wasn't it?
A. Which way would south be, towards Mobile?
Q. Yes?
A. It was some little distance; in fact, if I remember correctly, it almost had quite a little area there to itself.
[fol. 80] Q. To get to the Post Office you had to walk some distance from the sidewalk running north and south?
A. It was set back some little distance.
Q. On the property?
A. That is right.
Q. This present Post Office is not on that identical site at all?
A. No sir; it is in a brick building.
Q. It still is set back a considerable distance from the sidewalk?
A. No, it isn't; if I remember correctly, the post office is recessed to some extent further back than the stores but not to the extent the old one was.
Q. Not to the extent it used to be?
A. No sir.

Witness excused.

WILLIAM C. MYLES, a witness for the Defendants, after having been first duly sworn, testified as follows:

Direct examination.

By Mr. Coley:

Q. Mr. Myles you were sworn this morning, were you?

A. Yes sir.

Q. What is your name?

A. William C. Myles.

Q. What is your business?

A. Local Manager for the Tennessee Land Company.

Q. How long have you acted in that position?

A. I have been connected with the Tennessee Land Company since September 1st, 1918.

Q. Tennessee Land Company formerly owned most of the property out at Chickasaw which is now owned by the Gulf Shipbuilding Company?

A. That is correct.

Q. I believe it was sold to the Gulf Shipbuilding Company in 1941?

A. Sold to the Chickasaw Development Company.

Q. And then the Chickasaw Development Company sold it to them?

A. Yes sir.

Q. You have been familiar with the development of all of that property, haven't you?

A. Not since we sold it.

Q. You live out there now?

A. No sir.

Q. Lived there recently at all?

A. Not since 1930; my office is there now; I am in Chickasaw every day.

Q. Mr. Myles, do you know where the so-called business block is located there, do you?

A. I do.

[fol. 81] Q. Is it not a fact that in 1918, about that time, the drug store was built in its present location?

A. No sir, it wasn't any drug store there at that time.

Q. When was it put there?

A. The business block was constructed and taken into our accounts in 1921.

Q. Then in 1921 the drug store was built?

A. The drug store was built along with the other buildings in the business block which at that time contained four stores.

Q. What were those stores?

A. Drug store, hardware store, grocery store and a restaurant; that was the first businesses in that business block, together with a bakery in the rear.

Q. When was the barber shop erected?

A. The barber shop was not in use in the business block during the activities of Chickasaw. The barber shop was a separate building across the highway.

Q. When was this beauty parlor put in?

A. I know nothing of that; that was after we disposed of the property.

Q. Now, Mr. Myles, the Post Office was located in a small building up until recently?

A. That is right.

Q. When this new Post Office Building was erected?

A. That is right.

Q. That was in the same block as these other buildings, —how long is that block?

A. Well, the business block, the business building as it was originally constructed was 120 by 150 feet, the Post Office, the frame building which housed the Post Office up to the time of the transfer, which was recently, I understand, was approximately one hundred feet south of the old original business block building. That business block is approximately two hundred and fifty feet long.

Q. And the Post Office and these other buildings were on the same block?

A. The only building that was in that area.

Q. It wasn't several hundred yards down to where the old Post Office building was?

A. Not from the business block.

Q. The whole block is not more than two hundred and fifty feet long?

A. The whole circle there, the street, is not over two hundred and fifty feet long.

Q. The old Post Office building fronted on the same sidewalk that is there now?

A. No sir; there was a sidewalk leading from the walkway there at that time; there was a dirt walkway into the [fol. 82] Post Office, but there was a concrete walkway about

three feet wide that ran from the frame to the side wall; it was a walkway but not paved.

Q. It was paved up in front of these buildings?

A. That pavement is a part of the construction of the building. It is a part of the building itself; the construction runs with a step-up into the present buildings. The foundation of that sidewalk was laid right down with the construction of the building when it was put up.

Q. The store buildings?

A. Yes sir.

Q. And it has been extended on down to where the present post office is?

A. I believe so.

Q. And the general public has access to that post office?

A. Yes sir, limited service.

Q. And has since it has been built?

A. Yes, sir, they have a right to go and get the mail.

Q. They weren't told they didn't have any other rights?

A. That depends.

Q. I asked you were they told?

A. No sir, they weren't told.

Q. They didn't have any notices up there saying you can't do anything else but get your mail?

A. The Post Office?

Q. Yes, sir?

A. I don't know any post offices that do.

Q. These stores, could you go in, could the general public go in and buy stuff from these stores?

A. Why certainly.

Q. Any different in those stores from any of the other stores operated by Coleman?

A. No, sir.

Q. Just as the other Coleman stores,—I believe he had one in Prichard and one in Mobile?

A. Yes sir, operated as places of business.

Q. And the drug store has been operated there continuously since it was erected there?

A. Yes sir; there was a short delay in there, from one lessee to another, when it was not occupied, but that was a very short time.

Q. Now, Mr. Myles, you are familiar with all of the property owned there by the Chickasaw Shipbuilding Company?

A. I wouldn't say that I am familiar with that part of the property that they have bought from us.

Q. They bought from you that part where the Chickasaw houses stand?

A. No sir, the Chickasaw Shipbuilding Company did not buy those from us.

[fol. 83] Q. Do they own it now?

A. So far as I know they do; I don't know.

Q. Do you know whether or not the mail carriers from this United States Post Office which you have described there, deliver mail to the houses and offices and what not along in Chickasaw?

A. I could not say in that regard because there was no mail deliveries there until last year. During our administration there were no mail deliveries; the people had to come to the Post Office for it.

Q. And you don't know since then?

A. No sir; I cannot give any statement beyond the time that we leased it.

Q. Do you have your mail delivered to your office now?

A. No sir, we have a special messenger who we pay to bring our mail.

Cross-examination.

By Mr. Inge:

Q. Mr. Myles, will you examine this paper that purports to be a deed from the Tennessee Land Company to the Chickasaw Development Company and state whether or not that is the original deed that was given by the Tennessee Land Company to the Chickasaw Development Company covering what you know as the business block out there?

Defendants object to that.

By Mr. Inge: The gentlemen brought out that the property was owned by the Chickasaw Development Company during the intervening time that the Tennessee Land Company and the Gulf owned it. I want to show that that was deeded by the Tennessee Land Company to Chickasaw Development Company without any reservations.

The Court overruled the objection.

Ans. This is the original deed.

By Mr. Inge:

Q. Do you know of your own knowledge that that is the so-called business block description?

A. Yes sir, comprises some twenty-three acres.

Q. Mr. Myles, during the entire time that the Tennessee Land Company owned that business block, is it not a fact that you were in charge of that property?

A. Yes sir.

Q. Managed it?

A. Yes sir.

[fol. 84] Q. Did you assess the property and pay the taxes on it?

A. We did.

Q. Did you at all times throughout that period assess and pay taxes on all of the property embraced in the description in that deed?

A. We did.

Q. Including the property on which the sidewalk was constructed?

A. We did.

Q. Was there any express dedication by the Tennessee Land Company of any sidewalk or street within that area?

A. No sir.

Q. Mr. Myles, during the time the Tennessee Land Company owned the business block and the stores there,—and incidentally the Gulf Shipbuilding Corporation has added some stores, has it not?

A. That is correct.

Q. During that time did you permit the public to come there and visit those stores and shops, have ingress and egress?

A. At the time of our administration?

Q. Yes?

A. We did.

Q. You did at all times permit that?

A. Yes sir.

Defendants object to that as a conclusion, and the Court sustained the objection.

Q. Did the Company ever object to any one going in there and having ingress and egress to the stores?

A. No sir.

Q. You did not?

A. No sir.

Q. You never have objected to that?

A. No sir.

Q. Did you maintain control over the use of that property in that business area and sidewalk and roadway?

A. We did at all times; we maintained control of all of our property, including that.

Q. Including the sidewalk?

A. And including the entire property.

Q. During the whole time you owned the property did you permit any form of soliciting, selling or vending without obtaining permits?

Defendants object as incompetent, irrelevant and immaterial. Objection withdrawn.

Q. Didn't you require permits?

A. We did.

Q. Throughout the whole time you were in charge of it?

A. Yes sir.

Redirect examination.

By Mr. Coley:

Q. Who issued the permits?

A. We issued them in our office. I signed them myself.

[fol. 85] Q. Give us the name of one person you issued permits to?

A. No, I can't do that now.

Q. Isn't it a fact that never during the entire time you were in that office did you issue a permit to any individual to sell, peddle or anything else?

A. You think I would make a misstatement under oath, Mr. Coley.

Q. You might make a mistake?

A. I am not making a mistake.

By Mr. Inge: He is his own witness and he is attempting to impeach him.

By Mr. Coley:

Q. Mr. Myles, isn't it a fact that these, that these Jehovah Witnesses worked all through Chickasaw with these sound trucks?

A. Not with our permission or to our knowledge.

Q. You were not deaf any time were you?

A. I don't think so.

Q. You had officers out there, didn't you?

A. Yes sir.

Q. Did you ever issue a permit to any member of the Jehovah Witnesses?

A. We did not; we were never called on by the Jehovah Witnesses.

Q. You were summoned here or called here this morning as a witness by the State, were you not?

State objects as immaterial, and the Court sustained the objection.

Q. Now, can you give me the name, Mr. Myles, of any officer who has arrested anybody for peddling or soliciting out there without a permit?

A. We didn't make an arrest, they have stayed away, who were selling something we objected to. In making our leases in this business block we give those lessees exclusive right; when some one comes in peddling any commodities sold by that business we object to it, we request those people not to come back, and they don't come back.

Q. In other words, the men who leased the building had the right to the sidewalk in front of it?

A. Why certainly, he had right to the sidewalk in front of it.

Q. That is the building?

A. Yes sir.

Q. And when you leased it that was the understanding?

A. Yes sir.

Q. And that always has been the understanding since you had anything to do with it?

A. That sidewalk was not covered in our leases; the building itself was rented and naturally the sidewalk would be a part of the building, if you wanted to look at it in a proper sense.

[fol. 86] Recross-examination.

By Mr. Inge:

Q. You know nothing about the present leases?

A. No sir.

Q. They were made by the Gulf Shipbuilding Corporation?

A. Yes sir.

Q. There wasn't anything mentioned about the sidewalk in your leases, were they?

A. No sir.

Q. Did the Tennessee Land Company maintain any peace officers or employees charged with patrolling or policing the grounds out there?

A. We did.

Q. You maintained that official and he exercised the power given him?

A. Yes sir.

Re-redirect examination.

By Mr. Coley:

Q. In this deed you say there were no restrictions in this deed as to streets and sidewalks?

A. Not as far as the business block; that is the question we have before us I believe.

Q. The restrictions to the streets were at each end of the business block?

A. No, no restrictions as to each end.

Q. You reserved the roadway at each end?

A. We reserved the present road for our use or our assignees; it now goes over the viaduct; when we sold the Gulf Shipbuilding Corporation the property, the viaduct was down; we took it down in twenty-seven to make room for the G. M. & N. Railroad.

Q. Can you tell me, Mr. Myles, how you go to the old Southern Depot back of the Chickasaw property?

A. The depot was never on the Chickasaw property.

Q. Where was that?

A. In the middle of it; it was on the right of way of the Southern Railroad.

Q. You had to cross the Chickasaw property to get to it?

A. Yes.

Q. That depot, that was owned by the Railroad Company?

A. Yes sir.

Q. And they maintained a depot there for many years?

A. Yes sir.

Q. Do they still maintain it?

A. Yes sir, still maintain it.

Q. And in order to get to it you have to drive over the road west of the Gulf Shipbuilding Company?

A. I want to make it clear; no road that concerns any part of this business block property; when this business block property was sold it was conveyed down to the center of that road; at the present time their ownership comes to [fol. 87] the center of the road leading by the Southern Depot. We own the south center and they own the north center. The road has been approximately in its present location.

Q. For the past twenty-four years?

A. Yes sir, nineteen sixteen.

Q. As a matter of fact, none of those streets,—in the use of those streets, while you had title to that property, you have never stopped anybody from using it so long as they used it in an orderly and proper manner?

A. Yes sir, and were not on there for any gainful purpose.

Re-Recross-examination.

By Mr. Inge:

Q. That road leading from the Craft Highway down to the station is some distance south of the business block and hasn't anything to do with the business block?

A. That is approximately a thousand feet south.

Witness excused.

By Mr. Inge: I offer in evidence this executed deed from Tennessee Land Company to Chickasaw Development Company, Inc.

It was marked State's Exhibit 3.

STATE'S EXHIBIT No. 3

Note: This deed, marked State's Exhibit 3, has a map or plat attached thereto and made a part thereof, and as the said map or plat cannot be copied by me on the typewriter, and cannot be detached from said deed, I am not attempting to copy said deed herein.

Chas. L. Rehm, Court Reporter.

Defendants rest.

MOTION TO DISMISS

By Mr. Powell: We have a motion we would like to make at this time.

Now comes the Defendants at the close of all the evidence [fol. 88] and move to dismiss the complaint and for a finding of "Not Guilty" upon the following grounds:

1. The undisputed evidence shows that the Defendants are not guilty as charged in the complaint.

2. The Defendants are ordained ministers, preaching the gospel of God's Kingdom by distributing literature containing Bible sermons, and therefore the statute as properly construed does not apply to the activities of the Defendants.

3. The undisputed evidence shows that the articles delivered by the Defendants, to-wit, the literature in question, were published by the Watchtower Bible and Tract Society in Brooklyn, New York, and shipped to Defendants to be delivered by Defendants to persons of good-will toward such Society, and to apply the statute in question directly burdens and abridges the Defendants' rights under Article 1, Section 8, Clause 3, of the United States Constitution.

4. If the statute is construed and applied to cover the defendants' activity, then it unlawfully abridges and denies Defendants' right of freedom of conscience, freedom to worship Almighty God, freedom of Speech and freedom of press contrary to the United States Constitution, First and Fourteenth Amendments.

5. If the statute is construed and applied to cover the Defendants' activity, then it unlawfully abridges and denies Defendants' right of freedom of conscience, freedom to worship Almighty God, freedom of speech and freedom of press, contrary to the Constitution of this State.

6. The prosecution has wholly failed to make out a case against the Defendants and the evidence shows that the Defendants are not guilty of the offense charged.

Wherefore, the Defendants pray that this court dismiss this case and that the Defendants be discharged.

By the Court: I overrule the motion. I will let the verdict [fols. 89-90] of the lower Court stand.

REPORTER'S CERTIFICATE

I, Chas. L. Rehm, an Official Court Reporter of the Circuit Court of Mobile County, Alabama, hereby certify that the foregoing seventy pages contain a true and correct transcript of the stenographic notes taken by me of the proceedings had in the foregoing styled cause on January 27th, 1944.

I further certify that wherever herein exhibits have been copied that the copies herein of said exhibits are true and correct copies thereof.

Given under my hand this 21st day of June, 1944.

Chas. L. Rehm, An Official Court Reporter of the
Circuit Court of Mobile County, Ala.

CONSOLATION

A JOURNAL OF FACT, HOPE AND COURAGE

'Whom to Trust Now'

Fort Smith, Arkansas, has an uneasy bank president

How Catholic Is Italy?

Italians not as deeply mired as some imagine

Quebec Consecrated to Mary

Hon. Godbout advertises his lack of common sense

The Mysterious Deliverer

The promised seed of Abraham and His associates

The Two World Wars

A Jewish analysis of both of the global conflicts

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Judge Voltz Should Be Locked Up

♦ If what the Alexandria, La., *Daily Town Talk*, surprisingly, says about Judge Gus Voltz, of that city, is correct, then, for the safety of the community, the man should be locked up. After sentencing two of Jehovah's witnesses to pay fines of \$25 or serve thirty days in jail for preaching the gospel from house to house, he is alleged to have made the following untruthful, vicious and anarchistic statements:

Your organization is wholly Communistic and against everything that is religious and wholesome in this country. You are trying to break down respect for our flag and government. I have been told that you have been spreading propaganda among Negroes that they were descended from the Japanese and are trying to get them to rise up against the white people. There will come a time when your kind will be run out of this country. You should not be sentenced to a jail term but instead you should be manhandled. In time of war we have no place in this country for people of your kind.

It seems sad that a fine city like Alexandria should be reduced to having such a man sitting on the bench. How he could crowd six lies in less space is hard to understand. His rightful place is in Germany, on the bench of the Gestapo.

Just Before Bataan Fell

♦ Just before Bataan fell hospital No. 1 was severely bombed; the Japanese apologized. Four days later the same hospital was bombed again, killing 47 Americans and wounding fifty-three more. So says an American officer in Australia.

American Indians Increasing

♦ In the year 1939 the number of American Indians increased from 342,497 to 351,878, or about 3 percent. This was the largest gain of any group in the country.

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"And in His name shall the nations hope."—Matthew 12:21, A. R. V.

Volume XXV

Brooklyn, N. Y., Wednesday, December 22, 1943

Number 633

"Whom Can You Trust Now?"

FORT SMITH, Arkansas, was recently in the news. The Supreme Court of the United States had just decided that Fort Smith cannot make ordinances that will prevent Jehovah's witnesses from carrying on their good work of enlightening the people regarding the purposes of Jehovah God now and in the near future. Fort Smith authorities attempted to prevent this work from going forward.

While this case was still before the Supreme Court, I. K. Nakdimen, president of the City National Bank of Fort Smith, had the equivalent of a column in the *Tribune* of his city, under the rather lengthy caption, "The Country Has Never Been in a Condition or in a Position as We Are Now." But it was not war that Mr. Nakdimen was thinking of, as the following paragraphs from his editorial make clear:

When the newspapers expose men like Du Ponts, the Public Utilities, Standard Oil Co., the Aluminum corporations, newspapers and others, it is not pleasant to consume the thought that goes through our minds.

Whom can you trust now? On whom can you depend now?

The question we ask ourselves, Is the world coming to an end? Then if it is, we can account for it. At the same time none of us wants to feel and imagine that the world is coming to an end. But if it is, there is no one to blame but ourselves. There is no one responsible but ourselves because we know it and we are silent. We can help and we do not. We are lacking in speaking out our thoughts. We are lacking in expressing our feelings, fearing it may displease some one;

it may ruffle some one's dignity; it may displease some of our friends.

If we are willing to be destroyed without speaking out and without crying out the cold facts one to another, then what else can we expect?

The Bank President Is Uneasy

Mr. Nakdimen makes it quite plain that he is uneasy, and it is not the little fellows that he is uneasy about: it is the big ones. He mentions some big companies, and without indicating or implying that all or most of these are in the class he has named, yet it is just as well to know who are the mighty ones in the earth in these days, which the Lord likens to "the days of Noah".

The twelve concerns in the United States that have assets ranging from about \$6,000,000,000 down to \$2,000,000,000 are, in the order named, Bell Telephone, Metropolitan Life, Prudential, Chase National Bank, National City Bank, New York Life, Equitable Life, Guaranty Trust Company, Pennsylvania Railroad, Standard Oil of New Jersey, Bank of America, and the United States Steel Corporation, sometimes called the "Steel Trust".

In the next class, ranging from about \$2,000,000,000 down to \$1,000,000,000 are the big Chicago Bank, New York Central, General Motors, Southern Pacific, Mutual Life, First National Bank of Chicago, Northwest Mutual, Consolidated Edison, Santa Fe, Central Hanover Bank, Bankers Trust Company of New York, Baltimore and Ohio, Union Pacific, John Hancock Mutual, Travelers Insur-

ance, Manufacturers' Trust, Cities Service, and the Du Pont de Nemours Company.

Mr. Nakdimen mentions but four concerns, and there are thirty in the above list, but some of the remaining 26 will receive some attention in this article. These big fellows do some big things, and relatively good things, but they do other things too that make Mr. Nakdimen and other citizens uneasy.

Before the war, American automobiles were found in every corner of the world. It is not unreasonable to admire the enterprise that made such a thing possible. The automobile workers know about it, and are proud of it, but their spokesmen claim that in a \$3,000 automobile the investment of their time in wages brings the workers only \$180. They do not think that is a fair division. Do you?

Now the plants that were making automobiles are making bombers. The Ford bomber production plant at Willow Run is probably the greatest single manufacturing plant ever designed and built with but one objective in view. Every American is interested in that plant. Inevitably so.

Americans are interested in the achievements of all their big producers. They cannot help it. The world steps aside to let any man pass who knows where he is going. It does that for Henry J. Kaiser, the builder of dams, bridges, roads, airports, ships, and now, probably, of cargo airships. Kaiser shuttles back and forth between Oakland, Calif., and Washington, D. C. Said to be soft-spoken and kindly, he travels with two or three engineering aides, works day and night, and spends a quarter of a million dollars a year in long-distance telephone hookups. His new methods of building ships complete in less than two weeks have eclipsed the world.

Transport and Packing Giants

The mention about building cargo airships is not merely fancy; for the W. J.

Dillner Transfer Company of Pittsburgh has already applied to the proper authority in Washington for permission to set up an air hauling service to any point in the United States and Canada. Household goods would be carried uncrated. A Fort Dodge, Iowa, concern has made a similar request.

In wartime, whether their work is well done or poorly done, the big meat packers are a big factor in American life. Last year the sales volume of Swift and Company, \$1,409,405,770, was the largest in its history. That is a lot of meat. The concern has a capacity of turning out 8,000,000 pounds of canned meat a week.

Dehydration is necessary, on account of the submarines, and has arrived with a vengeance. Ten pounds of fresh vegetables are dehydrated to one pound; 11 pounds of liquid milk become one pound; three dozen fresh eggs become one pound of egg powder. The two cubic feet of space required for 58 pounds of shell eggs becomes less than half a cubic foot when the same food is shipped as 11 pounds of egg powder. A year or more ago the government was taking the entire output of 87 egg-drying plants, and was paying from 98c to \$1.13 a pound for the dehydrated egg powder. A five-ounce package represents a dozen eggs. Dehydrated meat occupies one-half the volume and weighs one-fourth as much as lean meat.

Communications are improved. The biggest giant of all, the American Telephone and Telegraph Company (which members of Congress have said is more powerful than the government itself) has just laid a new transcontinental telephone cable from New York to San Francisco. Most of the cable was buried in soil by giant tractor-drawn plow trains which dug the furrow, laid the cable and covered it with earth in a continuous operation.

Lighting achievements are marvelous, but they are but a fraction of what they might be. Half the light bills of the country could be chopped off by installing fluorescent lighting in place of the

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Mazda lamps which the big Edison and Westinghouse companies, for reasons of revenue only, continue to shove over on the public.

Demand a Technocracy Dictatorship

The Technocracy crowd are so impressed with their achievements (real achievements they are, too) that in page advertisements in some of the great metropolitan newspapers they have demanded the total conscription of all men, women, machines, material and money and that all shall get the same wages. In other words, they have demanded that this country, in its fight for freedom, shall give up every particle of its freedom and become a totalitarian state in the most absolute sense. Then, after the war is over, there could be another great war (maybe) to get rid of the Technocracy crowd that would be that time be squarely on the necks of the common people. That would require another batch of self-chosen saviors, and so on ad infinitum.

Standard Oil was mentioned by name by Mr. Nakdimen; so just a few words on that well-oiled subject. On August 20, 1942, officials of the Standard Oil Company of New Jersey told a Senate committee in Washington that their company for nearly four months after Pearl Harbor paid royalties to Germany on the use in America of an American invention vital to American fighting planes and anti-aircraft guns. The next day, Robert M. Hunter, special assistant to the attorney general, and a former Ohio State University professor, said that of six Standard Oil officials five had made deliberate misstatements and there was only one of the lot that he could believe.

Nine days still later one hundred of America's best picked scholars met at Columbia University, New York city, in their third annual conference on science, philosophy and religion. They confessed that they were confused. They decided that they needed mental assistance in making clear to themselves "the nature

of the democratic process and of the ethical, artistic, literary and spiritual values we are defending"; and so they solemnly decided that next year "the conference should include within its membership a group of men of affairs".

Ah! That is what mankind needs. Give us more technocracy and Standard Oil men to guide mankind out of the darkness. To be sure, five out of the six will lie so that nothing they may say can be believed; but what can the scholars do without their aid? The scholars go on to say that they "await the creation of a series of fellowships in the fields covered by this conference". That is where the Standard Oil crowd comes in. They can furnish the mazuma and the scholars will then put it over in A-1 shape. Maybe.

28 Pages of Crooks

If the professors that are settling mankind's problems of science, philosophy and religion run out of technocracy and Standard Oil timber they should at once communicate with Congressman Louis Ludlow, of Indiana. That gentleman supplied Congress with 28 pages, single-spaced, of the names of officials and supervisory employees of defense contractors whose salaries were boosted 30 percent or more after war contracts were awarded. Uncle Sam pays the increase as part of the cost of the work. Increases of salary reached as high as 700 percent. Seventeen officials of one company were raised from \$125 to \$300 (their original salaries) to a flat \$450 each per month. Six hundred officials of one company received increases of more than 80 percent.

Some assistance could also be rendered by the publishers of *Labor*. In a recent issue that periodical mentioned Harry Brown, a York, Pa., manufacturer, who was given a major's commission in the army's services of supply while he was under indictment on charges of defrauding the government of thousands of dollars in income taxes. The gentleman was given a two years' sus-

pending sentence, fined \$2,000, and ordered to pay back taxes and penalties of \$36,000. The same periodical lists Morton Bodfish, \$20,000-a-year lobbyist for money lenders, who at one and the same time wrote to his clients declaring that "democracy is mob government" while he is himself holding down a "dollar-a-year" job in the office of the secretary of the navy.

Labor nearly always has some names that could be added to the list. In another issue it makes mention of the nine firms (three of which were the General Electric, Phelps-Dodge Copper Corporation, and United States Steel Company) that were fined \$77,500 on charges of conspiracy to fix prices on navy orders for \$50,000,000 worth of cable.

Perhaps this is as good a place as any to mention that one of the standard ways of making a fortune in these days is to rise to the position of executive of some big business organization and then gang up with the other members of the board of directors to see to it that, no matter what happens, the executives shall be paid sky-high remuneration. A favorite cry is that the stockholders of these big companies are widows and orphans. Allowing that to be the case, the executives of many such corporations are engaged in taking from widows and orphans all that can be obtained. A little note in a UP dispatch from Washington makes this all clear. After discussing the operation of the president's policy for limiting net salaries to the sum of \$25,000, it reverted to the big business crowd and then made this reasonable and reasoned statement of what would be the result:

Some officials doubted that many corporations would reduce the compensation of their high-salaried executives, but felt that in most cases corporations would continue to pay the same rate and then tap their general funds for the extra taxes.

Achievements of U.S. Steel

One of the marvels of the world is the

production of steel in the United States. This country now produces every month as much steel as Japan can produce in a year; it produces every six days as much as Italy can produce in six months; it produces every day three times as much as Germany and all the countries under her control can produce in the same time. The plate tonnage, now around 1,000,000 tons a month, is twice the tonnage that all the rest of the world can roll. The hopes of an Allied victory in this war rest to a considerable degree upon the men that manage the affairs of the United States Steel Company. One of the former presidents of this colossal company was Myron Taylor, President Roosevelt's personal ambassador to the Vatican.

One of the main component parts of the United States Steel Company is the Carnegie Steel Company, which in the previous world war supplied defective armor plate used on United States navy ships and in guns. Some of the guns blew up and killed 147 sailors and marines. The ships at sea had blowholes in their armor. For these misdeeds the United States government received back \$140,000 in cash; not much, to be sure, but enough to show that somebody did wrong in the matter of inspection, and that this particular subject should be closely watched. It is therefore of interest to quote what *In Fact* has to say under the heading "History Repeats", in its issue of April 5, 1943:

Last week Carnegie-Illinois Steel, branch of the United States Steel Corporation, was found passing off substandard steel to U. S. navy, using fake tests. Almost immediately U. S. Steel began a big advertising campaign, taking page ads in NYC and other papers. Sure enough New York *Sun* report was not a story of big corporation sabotage of U. S. war effort, but a whitewash which began by quoting Pres. Perry saying it was all regrettable, headed: "Big Steel Regrets Employees Faked Tests for Navy Plates." *Herald Tribune* faked the news in an editorial which said: "The revelation before the Truman committee