

3371

REGAL ANDRE, INC.,

Complainant,

VS

ROSE WOODALL MILLS and
J. F. MILLS,

Respondents.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY

DEMURREE

Comes J. F. Mills, respondent in the above styled cause
and demurring to the complainant's bill of complaint says:

1. That there is no equity in the bill of complaint.
2. That said bill of complaint does not offer to do equity.
3. That said bill of complaint shows on its face that this
action is barred by the statute of limitations.
4. That said bill shows on its face that the complainant
is guilty of laches.

BEEBE & SWEARINGEN

By

J. B. Swearingen
For J. F. Mills.

Case No. 3371

Demurren

Regal Andie, Inc.
v.

Rose Thordall Mills and
J. F. Mills

FILED

OCT 23 1954

ALICE J. DICK, ^{clerk}~~RECEIVED~~

REGAL ANDRE, INC.,
Complainant,
VS

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

ROSE WOODALL MILLS and
J. F. MILLS,

IN EQUITY

Respondents

DEMURRER

Comes Rose Woodall Mills, respondent in the above styled cause and demurring to the complainant's bill of complaint says:

1. That there is no equity in the bill of complaint.
2. That said bill of complaint does not offer to do equity.
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4. That said bill shows on its face that the complainant is guilty of laches.

BEEBE & SWEARINGEN

By

F. B. Swearingen
For Rose Woodall Mills.

Case No. 3371

Remurrer

Regal Andre, Inc.
v.

Rose Woodall Mills
and J. F. Mills

FILED

OCT 26 1954

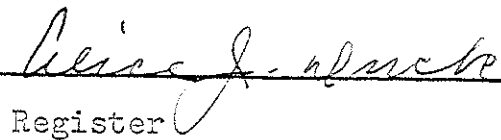
ALICE L. DUCK, *clerk*

STATE OF ALABAMA)
*
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Rose Woodall Mills and J. F. Mills to appear within 30 days from the service of this writ in the Circuit Court, equity side, to be held for said County at the place of holding the same, then and there to answer the Bill of Complaint of Regal Andre, Inc.

Witness my hand on this 5th day of October, 1954.


Register

REGAL ANDRE, INC.,	)	NO. _____.
Complainant,	)	
VS.	)	IN THE CIRCUIT COURT,
ROSE WOODALL MILLS and	)	TWENTY-EIGHTH JUDICIAL CIRCUIT
J. F. MILLS,	)	OF ALABAMA,
Respondents.	)	IN EQUITY.

BILL OF COMPLAINT.

TO: The Honorable Judges of said Court, or any of them, in Equity sitting:

Comes REGAL ANDRE, INC., a corporation, and exhibits this its bill of complaint against ROSE WOODALL MILLS and J. F. MILLS and shows:

1. Complainant is a corporation with its office and place of business at Birmingham, Alabama.

Rose Woodall Mills, formerly Rose Woodall, and J. F. Mills, respondents, are each over the age of twenty-one, and are residents of Baldwin County, Alabama.

2. The respondent, Rose Woodall Mills, whose former name was Rose Woodall, on and prior to October 4, 1953, was, and is still, indebted to the complainant in a large sum of money, which indebtedness is evidenced by a certain promissory note in the sum of Twenty-one Hundred Twenty-five and no/100 (\$2,125.00) Dollars, dated the 9th day of July, 1947, payable to George Stone, or his order, in monthly installments of One Hundred Twenty-five and no/100 (\$125.00) Dollars, the first installment being payable on, to-wit: March 10, 1948, and one installment payable on or before each succeeding 10th day of each month thereafter, with interest from date at six (6%) per cent per annum. That in said note the respondent, Rose Woodall Mills (then Rose Woodall) waived her right to exemptions of personal property, and agreed to pay a reasonable attorney's fee for the collection of said note, which said reasonable attorney's fee complainant avers, is Two Hundred Seventy-one and 50/100 (\$271.50) Dollars.

3. That on, to-wit: July 9, 1947, prior to the maturity of any of said monthly installments under said note, the said George Stone transferred and endorsed, for value, to the complainant, Regal Andre, Inc., the said note, who then became, and still is, the owner of said note, which note, with interest, is due, owing and unpaid.

4. On and prior to October 4, 1953, the respondent, Rose Woodall Mills was indebted to the complainant in the further sum of Three Hundred Sixteen and 26/100 (\$316.26) Dollars for merchandise, goods and chattels sold by the complainant to her, which sum, with interest, is due, owing and unpaid.

5. That prior to October 4, 1953, the respondent, Rose Woodall Mills (formerly Rose Woodall) was the owner of the following described property situated in Baldwin County, Alabama, to-wit:

Lots 13, 14, 15, 16, 17, in Block 10, in the Town of Foley, Alabama, according to official map or plat thereof, which is recorded in Map Book 1 at page 25, Baldwin County, Alabama records.

6. That on, to-wit: October 4, 1953, the respondent Rose Woodall Mills conveyed the said property,

Lots 13, 14, 15, 16, 17, in Block 10, in the Town of Foley, Alabama, according to official map or plat thereof, which is recorded in Map Book 1 at page 25, Baldwin County, Alabama records,

by deed to J. F. Mills (her husband), which deed is recorded in Book 199 at page 162, Baldwin County, Alabama, records, which said deed is referred to and made a part of this bill of complaint as if fully set out herein.

7. Complainant is informed and believes, and on such information and belief avers the facts to be that there was no real consideration for said deed; that the consideration recited was simulated and fictitious; that said conveyance was in fact a voluntary conveyance; that the debt to the complainant, Regal Andre, Inc., by the said grantor, was then in existence and past due at the time of said conveyance to the said J. F. Mills.

8. In the event complainant is mistaken in the averment that said deed was voluntary and without consideration, then complainant is informed and believes, and upon such information and belief avers and alleges the facts to be that the said conveyance was made by said Rose Woodall Mills, and received by said J. F. Mills, for the purpose of hindering, delaying and defrauding the complainant in the collection of the debts owed by Rose Woodall Mills to complainant at that time; that J. F. Mills had knowledge of the fraudulent purpose of the said grantor, and accepted said deed with such knowledge.

9. Complainant further shows, that if complainant be mistaken in the above and foregoing allegations to the effect that such conveyance was voluntary and without a valuable consideration, or was made for the purpose of hindering, delaying or defrauding the complainant in the collection of its said debts as aforesaid, then complainant alleges that said conveyance included all, or substantially all, of the property of the said Rose Woodall Mills subject to execution for the collection of her debts, and that the payment of the alleged debt to J. F. Mills, her husband, amounted to a preference or priority of payment to the said J. F. Mills, her husband, over the debts of complainant at the time of said conveyance, and it enured to the debts of all the creditors of Rose Woodall Mills, including this complainant.

PREMISES CONSIDERED, Complainant prays:

(1) That Rose Woodall Mills and J. F. Mills be made parties respondent to this bill, and that process be issued out and served of this Court/upon the said respondents, requiring them to answer, plead or demur to this bill within the time and in the manner required by law.

(2) That the amount of the indebtedness owing by the respondent, Rose Woodall Mills, to this complainant, including interest and attorney's fees, as stipulated in said note evidencing the note indebtedness, be ascertained and adjudged, and that a decree in favor of the complainant be rendered therefor.

(3) That upon final hearing of this cause, that said conveyance of the said property of Rose Woodall Mills to J. F. Mills, be declared null and void, and set aside and held for naught.

(4) That in the event the deed is not so declared null and void, then it be declared a general assignment for the benefit of creditors; that all necessary orders and decrees be entered to the end that the debts and claims of complainant be pled in Court.

(5) That the said property be condemned for the payment of said indebtedness; and if said debts are not paid within such time as may be stipulated by the decree of this Court, then that said property be sold under decree of this Honorable Court for payment of costs of this proceeding and payment of said indebtedness.

B. M. Johnson and J. B. Blackburn
SOLICITORS FOR COMPLAINANT.