

1. Alford, Ann B., Baldwin Times, Bay Minette
2. Allen, James B., Jr., Farmer, Lillian
3. Ballard, Lloyd J., Merchant, Bay Minette
4. Becker, Earl V., Mailman, Bay Minette
5. Becker, Ina H., Bookkeeper, Bay Minette
6. Page, Cornelia B., Housewife, Bay Minette
7. Lewis, Glen M., Salesman, Fairhope
8. Keenan, Jean D., Housewife, Fairhope
9. Morris, George, Garage Operator, Spanish Fort
10. Melton, Estelle, Housewife, Spanish Fort
11. Nelson, Clarence A., Merchant, Fairhope
12. Blackwell, Earl, Merchant, Foley
13. Brantley, Doris Stuart, Housewife, Bay Minette
14. Lipscomb, Edward, Farmer, Foley
15. Teem, Kenneth, Linesman, Foley
16. Pumphrey, Rex, Vulcan Signs, Foley
17. Rada, Gus F., Farmer, Silverhill
18. Ryan, Dorothy L., Housewife, Bay Minette
19. Stallworth, F. W., Painter, Summerdale
20. Strong, Charles W., Jr., Merchant, Bay Minette
21. Tenison, Ralph Bruce, Monuments, Bay Minette
22. Chestang, Pleham, D. Brookley Field, Bay Minette
23. Coleman, Daisy Nell, Vanity Fair, Perdido
24. Coleman, Maynard, Civil Service, Perdido
25. Cooper, Claude, Farmer, Rosinton
26. Russell M. Crawford, Electrician, Bay Minette
27. Deal, Harold L., State Of Alabama, Foley
28. Deason, E. L., Retired, Foley
29. Henry, J. W., Salesman, Fairhope
30. Hocutt, William B., Office Work, Fairhope
31. Holman, Walter C., Printer, Fairhope
32. Huett, James S., Retired, Fairhope
33. Irvin, E. L. Farmer, Foley
34. Thames, Grady, Farmer, Robertsdale
35. Tunstall, Solomon, Laborer, Stockton
36. Brown, Hilard
37. Woodson, G. W., Retired, Bay Minette, Alabama

Clifton
vs.
M. G. McNelly
9062

P XXXXX

D XXXXXX

36
12
24
12
36-6

23
100
110

9062

JOHN V. DUCK
Attorney at Law
P. O. DRAWER Y - FAIRHOPE, ALABAMA

M E S S A G E

R E P L Y

TO Mrs. Alice J. Duck

Bay Minette, Ala.

DATE

9062

DATE December 31, 1969

Re: John E. Dixon vs. M. G. McNally

Dear Mrs. Duck:

Enclosed please find Bill of Complaint to
be filed together with copy of same and
Summons to be served.

Sincerely,

John V. Duck
(RHD)

SIGNED

SIGNED

JOHN E. DIXON AND VERA L.
DIXON, JOINTLY AND INDIVIDUALLY,

PLAINTIFFS,

VS

M. G. McNALLY,

DEFENDANT,

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO: 9062

DEMURRER

COMES NOW THE DEFENDANT, M. G. McNALLY, IN THE ABOVE
STYLED CAUSE AND DEMURS SEPARATELY AND SEVERALLY TO THE PLAINTIFF'S
COMPLAINT AND TO EACH COUNT THEREOF SEPARATELY AND SEVERALLY, AND
ASSIGNS THE FOLLOWING GROUNDS OF DEMURRER:

1. SAID COUNT IS VAGUE AND INDEFINITE.
2. SAID COUNT FAILS TO STATE A CAUSE OF ACTION.
3. SAID COUNT DOES NOT CLEARLY SET FORTH THE NATURE
OR CHARACTER OF THE ALLEGED BREACH OF CONTRACT.
4. SAID COUNT DOES NOT SUFFICIENTLY INFORM THE DEFENDANT
AS TO HOW OR WHEREIN HE BREACHED THE ALLEGED CONTRACT.
5. SAID COUNT DOES NOT SET FORTH THE ESSENTIAL FACTS
CONSTITUTING THE OBLIGATION OF THE DEFENDANT.
6. SAID COUNT DOES NOT SUFFICIENTLY ALLEGE DAMAGES
SUFFERED BY PLAINTIFFS WITHIN THE TERMS OF THE RENTAL CONTRACT
REFERRED TO IN SAID COUNT.

BAILEY & TAYLOR

By Robert E. Taylor

DEFENDANT RESPECTFULLY

DEMANDS TRIAL BY JURY IN THIS CAUSE

FILED

JAN 22 1970

ALICE J. WEBB CLERK
REGISTER

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 22nd day of Jan 1970
served a copy of the foregoing on John B. Duck
By mailing the same by United States Mail, Properly addressed, and First
Class Postage Prepaid.

VOL

66

PAGE 714

BAILEY & TAYLOR

By: Robert E. Taylor

Pr

DEMURRER

JOHN E. DIXON & VERA L.
DIXON, JOINTLY AND INDIVIDU-
ALLY,

PLAINTIFFS

VS

M. G. McNALLY,

DEFENDANTS

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO: 9062

FILED

JAN 22 1970

ALICE J. DECK

CLERK
REGISTER

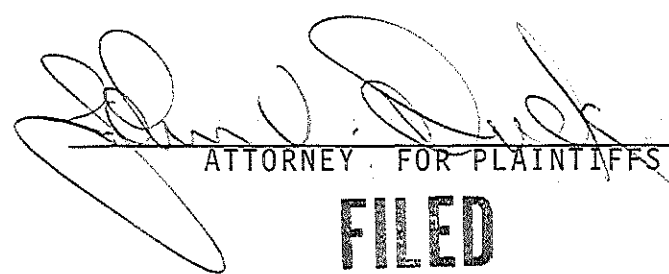
RECEIVED
CLERK'S OFFICE
1/22/70

JOHN E. DIXON and VERA L.)	IN THE CIRCUIT COURT OF
DIXON, jointly and individually,)	BALDWIN COUNTY, ALABAMA
Plaintiffs,)	AT LAW
vs.)	9062
M. G. McNALLY,)	
Defendant.)	

Plaintiff claims of the Defendant the sum of TWO THOUSAND ONE HUNDRED TWENTY-ONE AND 38/100 (\$2,121.38) DOLLARS as damages for breach of a written lease entered into by him on the 1st day of July, 1967; a copy of said lease is attached hereto and made a part hereof as though fully incorporated herein.

And Plaintiff says that although they have complied with all of the provisions on their part, the Defendant has failed to comply with the following provisions of the said agreement in that in the said lease the Defendant agreed to keep the premises in good repair, reasonable wear and tear excepted, and that the Defendant vacated the premises and left the premises in a state of disrepair in that: the driveway is washed out and has large holes therein; that the septic system is broken and is in need of reworking entirely; that there are holes in the walls of the house and that the inside walls need repainting; that the back door is ruined and had to be replaced; that the lawn is in a state of disrepair and that the flowers and shrubs have died; that the window-sills have been chewed or damaged and had to be replaced; all to the damage to the Plaintiffs as aforesaid, hence this suit.

Plaintiffs further aver that in and by the terms of said rental agreement, the Defendant agreed to pay all costs of collection, including a reasonable attorneys fee incurred on part of the Plaintiff, and the Plaintiffs now claim a further and additional sum of FIVE HUNDRED (\$500.00) DOLLARS as a reasonable attorneys fee.


ATTORNEY FOR PLAINTIFFS

VOL 66 PAGE 712

FILED

JAN 5 1970

ALICE J. DICK CLERK REGISTER

IN SENATE
JANUARY 10, 1907
REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 1, 1896

THE LAND OFFICE HAS THE HONOR TO ACKNOWLEDGE THE RECEIPT OF THE REPORT OF THE COMMISSIONERS OF THE LAND OFFICE, IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE MAY 1, 1896, AND TO STATE THAT THE SAME HAS BEEN FILED IN THE OFFICE OF THE CLERK OF THE SENATE, AND THAT THE COMMISSIONERS OF THE LAND OFFICE HAVE BEEN ADVISED OF THE SAME.

We the jury find for the plaintiffs
and assess their damages at \$400.00 plus
\$72.00 attorneys fee.

Edward W. Lipscomb
Foreman

THE COURT HAS ORDERED THAT THE VERDICT BE ENTERED IN FAVOR OF THE PLAINTIFFS, AND THAT THE DAMAGES BE ASSESSED AT THE AMOUNT OF \$400.00, PLUS \$72.00 ATTORNEYS FEE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE, AT THE CITY OF ALBANY, NEW YORK, THIS 10TH DAY OF JANUARY, 1907.

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

} No.....

.....TERM. 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon M. G. McNALLY

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint
filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette against.....

M. G. McNALLY .., Defendant.....

by JOHN E. DIXON and VERA L. DIXON

....., Plaintiff.....

Witness my hand this 5 day of Jan. 1970
Alice J. Duck, Clerk

No. 9062

Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

JOHN E. DIXON and VERA L.

DIXON

Plaintiffs

vs.

M. G. McNALLY

Defendants

131 Fairway Dr

SUMMONS AND COMPLAINT

Filed **FILED** 19.....

JAN 5 1970

Clerk

ALFRED J. DUCK

CLERK
REGISTER

Sheriff claims 24 miles at

Ten Cents per mile Total \$ 4.40
TAYLOR WILKINS, Sheriff

BY Cook
DEPUTY SHERIFF

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
Lake Forest, Spanish Fort,
Alabama Box 584

Recieved In Office

JAN 6 1970

19.....

Sheriff

I have executed this summons

this 16, Jan 1970

by leaving a copy with

M. G. McNally

Sheriff

W. O. Wolf Deputy Sheriff

JOHN E. DIXON AND VERA L.
DIXON, JOINTLY AND INDIVIDUALLY,)

PLAINTIFFS,) IN THE CIRCUIT COURT OF

VS) BALDWIN COUNTY, ALABAMA

M. G. McNALLY,) AT LAW

DEFENDANT,) CASE NO: 9062

A N S W E R

COMES NOW THE DEFENDANT IN THE ABOVE STYLED CAUSE AND FOR
ANSWER TO THE BILL OF COMPLAINT HERETOFORE FILED IN THIS CAUSE
AND TO EACH COUNT THEREOF, SEPARATELY AND SEVERALLY, ANSWERS AS
FOLLOWS:

1. NOT GUILTY.

2. FOR FURTHER ANSWER TO THE BILL OF COMPLAINT AND EACH
COUNT THEREOF, THE DEFENDANT SAYS THAT HE HAS COMPLIED WITH ALL
THE TERMS OF THAT CERTAIN LEASE ATTACHED TO AND MADE A PART OF THE
SAID BILL OF COMPLAINT. THE ITEMS LISTED IN SAID COMPLAINT ARE
DUE TO REASONABLE WEAR AND TEAR WHICH WOULD BE EXPECTED WHEN USED
BY RESIDENTS OF THE SAID HOUSE AS CONTEMPLATED BY SAID LEASE.

3. THE DEFENDANT HAS IN ALL RESPECTS COMPLIED WITH THE CON-
TRACT ENTERED INTO BY AND BETWEEN THE PARTIES AND RETURNED THE PRO-
PERTY REFERRED TO IN THE SAID LEASE AGREEMENT TO THE PLAINTIFFS
HEREIN IN A LIKE OR SIMILAR CONDITION AS RECEIVED BY THE DEFENDANT
AT THE COMMENCEMENT OF SAID LEASE, EXCEPTING REASONABLE WEAR AND
TEAR AS IS NORMAL FOR RESIDENTIAL PROPERTY.

BAILEY & TAYLOR

By:

Lloyd E. Taylor
ATTORNEYS FOR THE DEFENDANT

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 9/1/70
served a copy of the foregoing on JOHN V. DUCK
By mailing the same by United States Mail, Properly addressed, and First
Class Postage Prepaid.

VOL

66

PAGE

BAILEY & TAYLOR

By:

Lloyd E. Taylor

FILED

SEP 2 1970

ALICE J. DUCK

CLERK
REGISTER

July
DEMURRER

**JOHN E. DIXON & VERA L.
DIXON, JOINTLY AND INDIVIDU-
ALLY,**

PLAINTIFFS

VS

M. G. McNALLY,

DEFENDANTS

**IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA**

AT LAW

CASE NO: 9062

FILED

JAN 22 1970

ALICE J. DECK CLERK
REGISTER