

THOMAS M. BARRETT and
THRENTA FAE BARRETT

Plaintiffs

VS.

NEAIL WILLIAMS and
LORETTA WILLIAMS,
jointly and separately

Defendants

I

I

I

I

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9829

DEMURRERS

Comes now the Defendants in the above styled cause and files the following demurrers to the Plaintiffs Bill of Complaint and to each and every count separately and severally.

1.

The Plaintiffs fail to state a cause of action.

2.

The Defendants cannot tell from the pleading what they are to defend.

3.

The Exhibits referred to therein are not attached to the Bill of Complaint.

WILTERS, BRANTLEY & NESBIT

BY:

Phillip S. Nesbit
Attorneys for Defendants

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 20 day of May 1971 served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States Mail, properly addressed, and first class postage prepaid.

WILTERS, BRANTLEY & NESBIT

By:

Phillip S. Nesbit

FILED

MAY 20 1971

EUNICE B. BLACKMON CIRCUIT CLERK

THOMAS M. BARRETT and
THRENIA FAE BARRETT

Plaintiffs

VS.

NEAIL WILLIAMS and
LORETTA WILLIAMS,
Jointly and separately

Defendants

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9829

ANSWER

Comes now the Defendants in the above styled cause and files this their answer to the Plaintiffs Bill of Complaint:

1.

The Defendants aver that the allegations of the Complaint are untrue.

RECOUPMENT

The Defendants in the above styled cause, having answered the Bill of Complaint against them, now files this Bill of Recoupment and says as follows:

1.

The Cross-Defendants claim of the Plaintiffs and Cross-Defendants \$525.00 for rent of a tract of land, viz:

Beginning at the Northeast corner of the Southeast quarter of the Northwest quarter of Section 35, Township 4 South, Range 4 East, run West 100 feet, run South 157½ feet to the point of beginning, run thence West 315 feet, thence South 157½ feet, thence East 315 feet, thence North 157½ feet to the point of beginning.

demised by the Plaintiffs and Cross-Defendants to the Cross-Defendants on the 21st day of November 1970 for rent commencing on that date and ending on December 4, 1971.

2.

The Cross-Defendants claim of the Plaintiffs and Cross-Defendants \$525.00 for the rent of a tract of land, to-wit:

Beginning at the Northeast corner of the Southeast quarter of the Northwest quarter of Section 35, Township 4 South, Range 4 East, run West 100 feet, run South 157½ feet to the point

of beginning, run thence West 315 feet,
thence South 157½ feet, thence East 315
feet, thence North 157½ feet to the point
of beginning.

which tract of land and house thereon was placed in the possession
of the Plaintiffs and Cross-Defendants as a result of a contract
to purchase, a copy of which is attached hereto and marked Exhibit
"A". The Cross-Defendants further aver that the Plaintiffs and
Cross-Defendants made about seven (7) payments under the terms of
the contract, and further that the Plaintiffs and Cross-Defendants
moved out of the house but left their household furnishings therein.

They failed and refused, after demands were made on them, to re-
move the same from the house.

Hence, Cross-Defendants claim rent and insurance for the
time that the house was unoccupied by the Plaintiffs and Cross-
Defendants

WILTERS, BRANTLEY & NESBIT

BY: Phyllis J. Heston

Attorney for Cross-Defendants

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 18 day of July,
1972 served a copy of the foregoing pleading on counsel for all
parties to this proceeding by mailing the same by United States
Mail, properly addressed, and first class postage prepaid.

WILTERS, BRANTLEY & NESBIT

By: Phyllis J. Heston

FILED

JUL 18 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

STATE OF ALABAMA

EXHIBIT "A"

BALDWIN COUNTY

CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That this contract and agreement made and entered into by and between NEAIL WILLIAMS, and Lucy L. Williams, husband and wife, hereinafter called Vendors and Thomas M. Barrett and Threnia F. Barrett, husband and wife, hereinafter called Vendees, WITNESSETH:

1.

The Vendors for and at the price and subject to the terms and agreements hereinafter set out contract and agree to sell and the Vendees contract and agree to purchase the following described property situated in Baldwin County, State of Alabama, to-wit:

Beginning at the Northeast corner of the Southeast quarter of the Northwest quarter of Section 35, Township 2 South, Range 4 East, run West 100 feet, South 157½ feet to the point of beginning, run thence West 315 feet, thence South 157½ feet, thence East 315 feet, thence North 157½ feet to the point of beginning.

2.

The price to be paid by the Vendees to the Vendors is THREE THOUSAND EIGHT HUNDRED DOLLARS (\$3,800.00), payable as follows: TWENTY FIVE DOLLARS (\$25.00) down, the receipt of which is hereby acknowledged, and the balance of THREE THOUSAND SEVEN HUNDRED SEVENTY FIVE DOLLARS (\$3,775.00) to be paid in monthly payments of \$50.00, including interest at the rate of 8% per annum, the first payment due and payable August 15, 1970, and a like payment on the same date each month thereafter until the entire principal and interest has been paid.

The Vendees shall have the privilege of accelerating any and all payments at any monthly due date and in that event interest shall be computed only to the date of payment.

3.

The possession of the property is to be delivered to the Vendees upon execution of this instrument, and they will maintain and preserve said property and not commit or permit waste.

4.

The Vendors covenant and agree with the Vendees that they are

on this the 21st day of October, 1970.
IN WITNESS WHEREOF, we have hereunto set our hands and seals

upon the parties hereto, their heirs and assigns.

This contract shall inure to the benefit of and be binding

8.

date, there will be a \$5.00 late charge added.

same. If said payments are not made within 5 days after the due

is hereby expressly granted to the Vendors by the Vendees to do the

resorting to action by any Court or other authority, and the authority

fault, re-enter and take possession of the said property without

The Vendors may also, at their option, in the event of said de-

shall be retained by the Vendors as rental and liquidated damages.

declare this contract null and void, and any amount paid thereunder

a period of five (5) days, then the Vendors may, at their option,

terms and conditions herein and allow such default to continue for

should fail or refuse to make the payments or to comply with the

TIME IS OF THE ESSENCE of this contract and if the Vendees

7.

bill the Vendees for the same.

The Vendors will also pay the insurance on said property and will

quent and will send a bill to the Vendees each year for the taxes.

including the current taxes and will not allow them to become delin-

The Vendors will assess and pay all taxes upon said property,

6.

cribed heretofore by a full Warranty Deed in Alabama form.

the performance of the conditions herein, convey the property des-

The Vendors will upon the payment of the purchase price and

5.

Vendees in the peaceable possession of the property.

possession thereof; and that they will maintain and preserve the

to sell and convey the same; that they are in the quiet and peaceable

the fee simple owners of the property, that they have a good right

Neail Williams (SEAL)

Lucy L Williams (SEAL)

Thomas M Barrett (SEAL)

Threnia F Barrett (SEAL)

STATE OF ALABAMA

BALDWIN COUNTY

I, Carol J Stallings, a Notary Public, in and for said County, in said State, hereby certify that Neail Williams and Lucy L. Williams, husband and wife, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 27th day of ~~October~~ ^{November}, 1970.

Carol J Stallings
Notary Public

STATE OF ALABAMA

BALDWIN COUNTY

I, Carol J Stallings, a Notary Public, in and for said County, in said State, hereby certify that Thomas M. Barrett and Threnia F. Barrett, husband and wife, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 27th day of ~~October~~ ^{November}, 1970.

Carol J Stallings
Notary Public

FILED

JUL 18 1972

EUNICE B. BLACKMON CIRCUIT CLERK

THE STATE OF ALABAMA

*

CIRCUIT COURT

BALDWIN COUNTY

*

To Any Sheriff of the State of Alabama:

You are hereby commanded to summon

NEAIL WILLIAMS and LORETTA WILLIAMS,

Highway 90, Route 1, Box 251 AA, Robertsdale, Ala. 36567

to appear within thirty days from service of this process, in
the Circuit Court of Baldwin County, Alabama, at the place of
holding the same, then and there to answer the complaint of

THOMAS M. BARRETT and THERENA FAE BARRETT

P.O. Box 143, Enterprise, Mississippi 39330

WITNESS: Eunice Blackmon, Clerk of said Court, this 10
day of May, 1971.

Attest:

Eunice B. Blackmon
Clerk

SHERIFF'S RETURN

Received _____ day of _____, 19____ and on

_____ day of _____, 19____, I served

a copy of the within _____ on

by service on _____

TAYLOR WILKINS, SHERIFF

By _____ D.S.

THOMAS M. BARRETT and
THRENIA FAE BARRETT

Plaintiffs

vs

NEAIL WILLIAMS and
LORETTA WILLIAMS, jointly
and separately

Defendants

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

CASE NO.

COUNT I

The plaintiffs claim of the defendants the sum of
TEN THOUSAND and 00/100 (\$10,000.00) DOLLARS damages for
wrongfully taking the following goods and chattels, the
property of the plaintiffs, to wit: the property described
in "Exhibit 1" attached hereto and made a part of this complaint
as if fully set out herein.

COUNT II

The plaintiffs claim of the defendants the sum of
TEN THOUSAND and 00/100 (\$10,000.00) DOLLARS damages for the
conversion by them on to-wit: the 31st of March, 1971, of the
following chattels; those chattels described in the list attached
hereto marked "Exhibit A" and made a part of this Count as if
fully set out herein, the property of the plaintiffs.



FRED F. SMITH, JR.
Attorney for Plaintiffs

The plaintiffs demand a trial by jury in this cause.



FRED F. SMITH, JR.

SERVE DEFENDANTS:
Highway 90
Route 1, Box 251 AA
Robertsdale, Alabama

FILED

MAY 10 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

9829

Thomas M. Barrett &
Therica Jae Barrett

vs.

Neal Williams &
Loretta Williams
Jointly & separately

FILED

MAY 10 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

Fred F. Smith, Jr.

Sheriff claims 60 miles at
Ten Cents per mile Total \$ 18.00
TAYLOR WILKINS, Sheriff
BY A. J. Brown
DEPUTY SHERIFF

Received 10 day of May 19 71
and on 11 day of May 19 71
I served a copy of the within 8 cc
on Neal Williams
Loretta Williams
By service on _____

TAYLOR WILKINS, Sheriff
BY A. J. Brown D.S.

Charles
Womack