

LAW OFFICES  
**E. G. RICKARBY**  
BANK BUILDING  
FAIRHOPE, ALABAMA

May 22, 1958

Mrs. Alice Duck  
Clerk of Circuit Court  
Bay Minette, Alabama

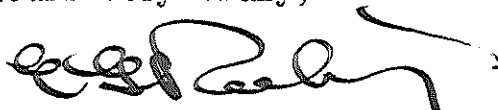
Dear Mrs. Duck:

Inre: Sanders & Brundige  
Vs: Rayford, Frank  
Our File: 4225

Enclosed find amendments in the case of Brundige  
vs. Rayford and Sanders vs. Rayford.

Carbon copies of these have been sent to Mr.  
Blackburn.

Yours very truly,



EGR/ts  
Encl.

LAW OFFICES  
**E. G. RICKARBY**  
BANK BUILDING  
FAIRHOPE, ALABAMA

October 18, 1957

Mrs. Alice Duck  
Clerk of the Circuit Court  
Bay Minette, Alabama

Dear Mrs. Duck:

Inre: Brundige and Sanders  
Vs: Frank D. Rayford  
Our File No. 4255

With this we are handing you summons and complaint in the cases of Brundage and Sanders against Rayford and Rayford.

Please issue process and send it, together with this letter, to Taylor Wilkins.

Yours very truly,



EGR/ahw

Encls.

CC: Joe Sullivan  
Walter Brundige and Winnie Sanders  
In duplicate.

WALTER BRUNDIGE,

PLAINTIFF,

-VS-

FRANK D. RAYFORD and  
DELLA RAYFORD,

DEFENDANTS.

I

I

I

I

I

I

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

C O M P L A I N T

COUNT I


The Plaintiff claims of the Defendants the sum of THREE HUNDRED AND FIFTY-FOUR DOLLARS AND SIXTY-FOUR CENTS (\$354.64), for that, on, to-wit, the 4th day of March, 1953, the Defendants made a warranty deed to the Plaintiff, in consideration of the sum of TWO HUNDRED AND FIFTY DOLLARS (\$250.00), and delivered it to the Plaintiff, copy of which deed is attached hereto and made a part hereof, and marked "Exhibit A"; and that the Defendants violated their covenant, or agreement to forever Warrant and Defend unto the Plaintiff "against the lawful claims of all persons whomsoever", in that they did convey the same property, conveyed to the Plaintiff along with other property, to one ALEXANDER MAY, by deed dated the 18th day of May, 1953, and recorded in the records of the Probate Court of Baldwin County, Alabama, on the 20th day of May, 1953; and the Plaintiff avers that he went into possession of said premises, and in addition to paying the Defendants TWO HUNDRED AND FIFTY DOLLARS (\$250.00) for said land, did incur expenses in improving and holding said land, in the following amounts, to-wit: SEVEN DOLLARS and FOURTEEN CENTS (\$7.14) for taxes paid on said land; THIRTY-FIVE DOLLARS (\$35.00) for securing a survey on said land; TWENTY-FIVE DOLLARS (\$25.00) for the planting of pecan trees on said land; TEN DOLLARS (\$10.00) for planting sugar cane on said land; SEVEN DOLLARS AND FIFTY CENTS (\$7.50) for planting fig trees on said land; and TWENTY DOLLARS (\$20.00) for having said land cleared.

And the Plaintiff avers that on, to-wit, the 15th day of November, 1956, he was evicted from said land by DUNCAN TURNBULL and ALICE TURNBULL, who held title to said land by deed to them from


ALEXANDER MAY, and as a proximate result of Defendants' breach of their covenant or agreement to warrant the title to said property to the Plaintiff, said Plaintiff was damaged by the loss of said land and expenditures aforesaid in the improvement of said land, in the sum of THREE HUNDRED AND FIFTY-FOUR DOLLARS AND SIXTY-FOUR CENTS (\$354.64), which sum of money with the interest thereon is still due and unpaid.

COUNT II

The Plaintiff claims of the Defendants the sum of FIVE HUNDRED DOLLARS (\$500.00), for that on, to-wit, the 4th day of March 1953, the Defendants made a warranty deed to the Plaintiff, in consideration of the sum of TWO HUNDRED AND FIFTY DOLLARS (\$250.00), and delivered it to the Plaintiff, copy of which deed is attached hereto, and made a part hereof, and marked "Exhibit A", and that the Defendants violated their covenant or agreement in said deed to forever warrant and defend unto the Plaintiff "against the lawful claims of all persons whomsoever", in that they did convey the same property, conveyed to the Plaintiff along with other property, to one ALEXANDER MAY, by deed dated the 18th day of May, 1953, and recorded in the records of the Probate Court of Baldwin County, Alabama, on, to-wit, the 20th day of May, 1953; and the Plaintiff avers that on, to-wit, the 15th day of November, 1956, he was evicted from said land by DUNCAN TURNBULL and ALICE TURNBULL, who held title to said land by deed from ALEXANDER MAY and wife, dated 26th of October, 1956; and that as a proximate result of Defendants' breach of their covenant or agreement to warrant the title to said land, the Plaintiff was damaged in the sum of FIVE HUNDRED DOLLARS (\$500.00), which was the value of said land at the time of eviction, and which money is due and unpaid.

  
E. G. RICKABY,  
Attorney for the Plaintiff.

Note: The Plaintiff demands a trial by a Jury.

  
E. G. RICKABY,  
Attorney for the Plaintiff.

SUMMONS AND COMPLAINT

Moore Ptg. Co.

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 FRANK D. RAYFORD and

DELLA RAYFORD,

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 FRANK D. RAY-

FORD and DELLA RAYFORD

-----, Defendant S

by WALTER BRUNDIGE

-----, Plaintiff

Witness my hand this 20 day of Oct 19 57

Walter Brundige, Clerk

WALTER BRUNDIGE,

Plaintiff,

-VS-

FRANK D. RAYFORD and  
DELLA RAYFORD,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

C O M P L A I N T

(As Amended)

Count Three

The Plaintiff claims of the Defendant, FRANK D. RAYFORD, the sum of THREE HUNDRED AND FIFTY-FOUR DOLLARS AND SIXTY-FOUR CENTS (\$356.64), for that on, to-wit, the 4th day of March, 1953, the Defendant made a warrenty deed to the Plaintiff, in consideration of the sum of TWO HUNDRED AND FIFTY DOLLARS (\$250.00), and delivered it to the Plaintiff, copy of which deed is filed in this cause and marked "Exhibit A", and which deed was not recorded until the 13th day of November, 1956; and that the Defendant violated his covenant, or agreement, contained in said deed, to forever Warrant and Defend unto the Plaintiff "against the lawful claims of all persons whomsoever", in that he did convey the same property, conveyed to the Plaintiff along with other property, to one ALEXANDER MAY, by deed dated the 18th day of May, 1953, and recorded in the records of the Probate Court of Baldwin County, Alabama, on the 20th day of May, 1953, before the Plaintiff went into possession of said property; and the Plaintiff avers that in addition to paying the Defendant TWO HUNDRED AND FIFTY DOLLARS (\$250.00) for said land, he did incur expenses in improving and holding said land, in the following amounts, to-wit: SEVEN DOLLARS AND FOURTEEN CENTS (\$7.14) for taxes paid on said land; THIRTY-FIVE DOLLARS (\$35.00) for securing a survey on said land; TWENTY-FIVE DOLLARS (\$25.00) for the planting of pecan trees on said land; TEN DOLLARS (\$10.00) for planting sugar cane on said land; SEVEN DOLLARS AND FIFTY CENTS (\$7.50) for planting fig trees on said land; and TWENTY DOLLARS (\$20.00) for having said land cleared.

Count 3, Cont'd  
Re: Brundige vs Rayford.

And the Plaintiff avers that on, to-wit, the 15th day of November, 1956, he was evicted from said land by DUNCAN TURNBULL and ALICE TURNBULL, who held title to said land by deed to them from ALEXANDER MAY, which deed was dated 26 October 1956, and recorded on the 29th day of October, 1956, in Deed Book Number 244, Page 482, of the Probate Records of Baldwin County, Alabama; and that as a proximate result of Defendant's breach of his covenant or agreement to warrant the title to said property to the Plaintiff, said Plaintiff was damaged by the loss of said land and expenditures aforesaid in the improvement of said land, in the sum of THREE HUNDRED AND FIFTY-FOUR DOLLARS AND SIXTY-FOUR CENTS (\$354.64), which sum of money with the interest thereon is still due and unpaid.

Count Four

The Plaintiff claims of the Defendant the sum of FIVE HUNDRED DOLLARS (\$500.00), for that on, to-wit, the 4th day of March, 1953, the Defendant made a warranty deed to the Plaintiff which deed was dated the 4th day of March, 1953, but not recorded until the 13th day of November, 1956, in consideration of the sum of TWO HUNDRED AND FIFTY DOLLARS (\$250.00), and delivered said deed to the Plaintiff, copy of which deed is filed in this cause and made a part hereof, and marked "Exhibit A", and that the Defendant violated his covenant or agreement in said deed to forever warrant and defend unto the Plaintiff "against the lawful claims of all persons whomsoever", in that he did convey the same property, conveyed to the Plaintiff along with other property, to one ALEXANDER MAY, by deed dated the 18th day of May, 1953, and recorded in the records of the Probate Court of Baldwin County, Alabama, on, to-wit, the 20th day of May, 1953, before Plaintiff went into possession of said property; and the Plaintiff avers that, on, to-wit, the 15th day of November, 1956, he was evicted from said land by DUNCAN TURNBULL and ALICE TURNBULL, who held title to said land by deed from ALEXANDER MAY and

Count 4, Cont'd

Re: Brundige vs Rayford.

and wife, dated 26th of October, 1956, and recorded on the 29th day of October 1956, in Deed Book 244, Page 482; and that as a proximate result of Defendant's breach of his covenant or agreement to warrant the title to said land, the Plaintiff was damaged in the sum of FIVE HUNDRED DOLLARS (\$500.00), which was the value of said land at the time of eviction, and which money is due and unpaid.



E. G. RICKABY,  
Attorney for Plaintiff.



WALTER BRUNDIGE,

PLAINTIFF,

-VS-

FRANK D. RAYFORD and  
DELLA RAYFORD,

DEFENDANTS.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

MOTION TO AMEND

Comes the Plaintiff in the above styled cause and amends his complaint by striking DELLA RAYFORD as a party defendant, and attaching Exhibit "A" to the complaint, copy of which is hereto attached to this motion.


  
E. G. RICKARBY,  
Attorney for Plaintiff.

Exhibit "A"

DEED WITH WARRANTY  
Sold by Bidgood Stationery Co., Mobile, Ala.

This Indenture, Made the 4th day of March 1953, between

Frank D. Rayford and Della Rayford, his wife

Parties of the first part, and Walter Brindige

Party of the second part: Witnesseth, that the parties

of the first part in consideration of -----One Hundred and 00/100-----

DOLLARS,

hereby acknowledged to have been paid the part 100 of the first part by the part V of the second part,

do grant, bargain, sell and convey unto said part of the second part, his heirs

and assigns, all the real property in Baldwin County, Ala. described as follows:

From the North Corner of Section 17, Township 5

South, Range 2 East, run West 3397 feet thence

South 12 feet, to the point of beginning; thence

continue south 739 feet to a point: thence West

295 feet to a point: thence North 739 feet to a

point: thence East 295 feet to the point of begin-

ning containing 5 acres more or less and lying in

Section 17, Township 5 South, Range 2 East in

Baldwin County, Alabama.

Together with all the rights and appurtenances to said described premises in anywise belonging: To have and to hold the same forever.

And Frank D. Rayford and Della Rayford for

US and OUR heirs, the said described premises and appurtenances, will forever Warrant and De-fend unto the said party of the second part, his heirs and assigns, against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, The said part 100 of the first part have hereunto set their hand and seal the day and year above written.

Signed, sealed and delivered in the presence of

/s/ Frank D. Rayford (SEAL)

/s/ X Della Rayford (SEAL)

## The State of Alabama

Baldwin

County

Jno S. Huffman

Notary Public

in and for said State and County, do hereby certify that

Frank D. Rayford and Della Rayford, His wife,

whose name S 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 executed the same voluntarily on the day the same bears date.

Given under my hand (if before a foreign notary add "notarial seal") this 4th day of March 1953 /s/ Jno S. Huffman

## The State of Alabama

BALDWIN

County

JNo. S. Huffman

Notary Public

in and for said State and County, do hereby certify

that on the 4th day of March 1953, came before me the within named

Della Rayford, known to me to be the wife of the within named

Frank D. Rayford, who being examined separate and apart from the husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord and without fear, constraint or threats on the part of the husband.

Given under my hand (if before a foreign notary add "notarial seal") this 4th day of March 1953 /s/ Jno. S. Huffman

Jno S. Huffman

STATE OF ALABAMA, BALDWIN COUNTY.

Filed 11/13/56 11A.M.

Recorded Deed Book 245 page 124-5 and I certify the following Privilege Tax has been paid.

Deed Tax 2.50

Mortgage Tax

/s/ W. R. Stuart

Judge of Probate

By "G"

RECORDED

DEED WITH WARRANTY

TO

FILED

MAY 26 1958

MICE J. DUCK, Clerk

STATE OF ALABAMA,

Probate Court

County

Filed in my office for record this day

of 19 , and recorded

in Deed Book No. N. S., pages

Judge of Probate

WALTER BRUNDIGE,

Plaintiff,

vs.

FRANK D. RAYFORD and  
DELLA RAYFORD,

Defendants.

IN THE CIRCUIT COURT OF

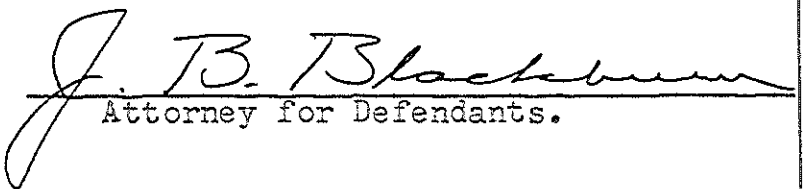
BALDWIN COUNTY, ALABAMA

AT LAW.

DEMURRER TO COMPLAINT

Now come the Defendants, each separately and severally, and demur to the Complaint and to each and every count thereof, separately and severally, and as grounds of such demurrer, assign, separately and severally, the following:

1. It does not state a cause of action.
2. No facts are alleged on which the relief sought can be granted.
3. There is a mis-joinder of parties defendant.
4. It affirmatively appears that the Defends are not liable to the Plaintiff.
5. No facts are alleged to show that the Defendants, or either of them, are liable to the Plaintiff.

  
Attorney for Defendants.

WALTER BRUNDIGE,

Plaintiff,

vs.

FRANK D. RAYFORD and  
DELLA RAYFORD,

Defendants.

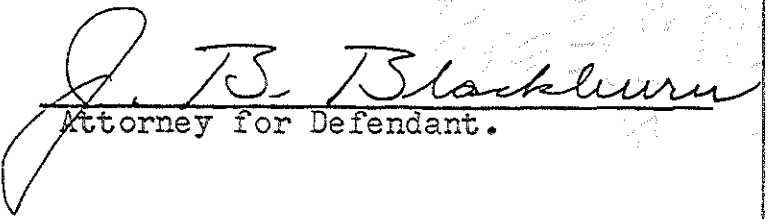
IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW.

MOTION TO STRIKE:

Now comes the Defendant and moves to strike that part of the Plaintiff's Count Three of the Complaint as last amended, which reads as follows: "he did incur expenses in improving and holding said land, in the following amounts, to-wit: SEVEN DOLLARS AND FOURTEEN CENTS (\$7.14) for taxes paid on said land; THIRTY-FIVE DOLLARS (\$35.00) for securing a survey on said land; TWENTY-FIVE DOLLARS (\$25.00) for the planting of pecan trees on said land; TEN DOLLARS (\$10.00) for planting sugar cane on said land; SEVEN DOLLARS AND FIFTY CENTS (\$7.50) for planting fig trees on said land; and TWENTY DOLLARS (\$20.00) for having said land cleared." , and as grounds for said motion, assign separately and severally, the following:

1. It is prolix.
2. It is irrelevant.
3. It is frivolous.
4. It is unnecessarily repeated.

  
Attorney for Defendant.

WALTER BRUNDIGE, )  
Plaintiff, ) IN THE CIRCUIT COURT OF  
VS. ) BALDWIN COUNTY, ALABAMA  
FRANK D. RAYFORD, ) AT LAW NO. 3360  
Defendant. )

PLEAS

1. The defendant, for answer to the complaint and to each and every count thereof, separately and severally, saith that the allegations of the complaint are untrue.

2. The defendant, for answer to the complaint, saith that he tendered to the plaintiff the amount due to him, to-wit, Three Hundred Thirty-two and 50/100 Dollars (\$332.50) on the 2nd day of September, 1958, and now brings the money into court.

J. B. Blackburn  
Attorney for defendant