

WINNIE SANDERS,

Plaintiff,

IN THE CIRCUIT COURT OF

VS.

BALDWIN COUNTY, ALABAMA

FRANK D. RAYFORD and
DELLA RAYFORD,

Defendants.

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 Defendants 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.

| WINNIE SAN | DERS, |) | | |
|-------------|------------|---|-------------|---------------|
| VS. | Plaintiff, |) | IN THE CIRC | CUIT COURT OF |
| • • | |) | BALDWIN COU | NTY, ALABAMA |
| FRANK D. R. | AYFORD, |) | AT LAW | NO. 3372 |
| | Defendant. |) | | |

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- 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 her, 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.

Attorney for defendant

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WINNIE SANDERS,

PLAINTIFF,

BALDWIN COUNTY, ALABAMA,

-VS
EBANK D. BAYFORD and
DELLA BAYFORD,

DEFENDANTS.

COMPLAINT

COUNT I

The Plaintiff claims of the Defendants the sum of FOUR HUNDRED AND FORTY-FOUR DOLLARS AND SEVENTEEN CENTS (\$444.17), 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: ONE HUNDRED AND TWENTY-ONE DOLLARS AND FIFTY-THREE CENTS (\$121.53) for labor and materials used in erecting a foundation for a house on said land; FIVE DOLLARS (\$5.00) for having a building contract prepared in order to build a house on said land; FIFTEEN DOLLARS (\$15.00) for wire fending and fence post; TEN DOLLARS (\$10.00) for planting fruit trees on said land; THIRTY-FIVE DOLLARS (\$35.00) for securing survey on said land; and SEVEN DOLLARS AND SIXTY-FOUR CENTS (\$7.64) for taxes paid on said land.

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 that 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 FOUR HUNDRED AND FORTY-FOUR DOLLARS AND SEVENTEEN CENTS (\$444.17), which sum of money with the interest thereon is still due and unpaid.

COUNT II

The Plaintiff claims of the Defendants the sum of SIX HUNDRED DOLLARS (\$600.00), 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 SIX HUNDRED DOLLARS (\$600.00), which was the value of said land at the time of eviction, and which money is due and unpaid.

> E. G. RICKARBY, Attorney for Plaintiff.

Note: The Plaintiff demands a trial by a Jury.

E. G. RICKARBY, V Attorney for the Plaintiff.

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| to appear and plead, answer or demur, within thirty d | lays from the service hereof, to the c | |
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| the Circuit Court of Baldwin County, State of Alabam | na, at Bay Minette, againstFRAI | NK D. RAY- |
| the Circuit Court of Baldwin County, State of Alabam FORD and DELLA BAYFORD | | NK D. RAY- , Defendant S |
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| the Circuit Court of Baldwin County, State of Alabam FORD and DELLA BAYFORD by WINNIE SANDERS | na, at Bay Minette, against FRAI | NK D. BAY- , Defendant S |

WINNIE SANDERS,

Plaintiff,

IN THE CIRCUIT COURT OF

-VS
FRANK D. RAYFORD and
DELLA RAYFORD,

Defendants.

COMPLAINT
(As Amended)
Count Three

The Plaintiff claims of the Defendant, FRANK D. RAYFORD. the sum of FOUR HUNDRED AND FORTY-FOUR DOLLARS AND SEVENTEEN CENTS (\$444.17), for that on, to-wit, the 4th day of March, 1953, the Defendant 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 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, 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: ONE HUNDRED AND TWENTY-ONE DOLLARS AND FIFTY-THREE CENTS (\$121.53) for labor and materials used in erecting a foundation for a house on said land; FIVE DOLLARS (\$5.00) for having a building contract prepared in order to build a house on said land; FIFTEEN DOLLARS (\$15.00) for wire fencing and fence posts; TEN DOLLARS (\$10.00) for planting fruit trees on said land; THIRTY-FIVE DOLLARS (\$35.00) for securing survey on said land; and SEVEN DOLLARS AND SIXTY-FOUR CENTS (\$7.64) for taxes paid on said land.

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 29 October, 1956 in the 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 FOUR HUNDRED AND FORTY-FOUR DOLLARS AND SEVENTEEN CENTS (\$444.17), which sum of money with the interest thereon is still due and unpaid.

Count Four

The Plaintiff claims of the Defendant the sum of STX HUNDRED DOLLARS (\$600.00), for that on, to-wit, the 4th day of March, 1953, the Defendant 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, which deed was dated the 4th day of March, 1953, but not recorded until the 13th day of November, 1956, and 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 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 SIX HUNDRED DOLLARS (\$600.00), which was the value of said land at the time of eviction, and which money is due and unpaid.

E. G. BICKARBY

Attorney for Paintiff.

| WINNIE SANDERS, | Q | |
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| PLAINTIFF, | Ĭ | In the Circuit Court of |
| -VS- | ğ | To Jania Committee Az-lana |
| FRANK D. RAYFORD and DELLA RAYFORD, | ğ | Baldwin County, Alabama, |
| · | Ø | At Law. |
| DEFENDANTS. | Ĭ | |

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

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| | /s/ X Della Rayford (SE |

| BALDWIN County I,Jno | |
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| | for said State and County, do hereby certify that |
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| whose name S areigned to the foregoing convey: | ance, and who are known to me, acknowledged |
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| ame voluntarily on the day the same bears date. | |
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| f March 1953 | /s/ Jno S. Huffman Notary Public |
| | Notary Public |
| The State of Alabama | |
| The State of Alabama BALDWIN County I, | Jno. S. Huffman |
| | in and for said State and County, do hereby certify |
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WINNIE SANDERS,

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: ONE HUNDRED AND TWENTY-ONE DOLLARS AND FIFTY-THREE CENTS (\$121.53) for labor and materials used in erecting a foundation for a house on said land; FIVE DOLLARS (\$5.00) for having a building contract prepared in order to build a house on said land; FIFTEEN DOLLARS (\$15.00) for wire fencing and fence posts; TEN DOLLARS (\$10.00) for planting fruit trees on said land; THIRTY-FIVE DOLLARS (\$35.00) for securing survey on said land; and SEVEN DOLLARS AND SIXTY-FOUR CENTS (\$7.64) for taxes paid on said land.", 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.