

3372

WINNIE SANDERS,

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 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.

J. B. Blackburn
Attorney for Defendants.

WINNIE SANDERS,)
Plaintiff,) IN THE CIRCUIT COURT OF
VS.) BALDWIN COUNTY, ALABAMA
FRANK D. RAYFORD,) AT LAW NO. 3372
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 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.

J. B. Blackburn
Attorney for defendant

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.

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

Frank D. Rayford and Della Rayford, his wife

Parties of the first part, and Winnie Sanders

Party of the second part: Witnesseth, that the part

of the first part in consideration of

One Hundred and 00/100 DOLLARS,

hereby acknowledged to have been paid the parties of the first part by the party of the second part, do grant, bargain, sell and convey unto said party of the second part, his heirs

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

From the North East Corner of Section 17, Township 5 South, Range 2 East run West 3102 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 beginning 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 Defend 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 parties 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)
her
/s/ X Della Rayford (SEAL)
mark

The State of Alabama

BALDWIN

County

I, M Jno. S. Huffman, a 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

I, 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

STATE OF ALABAMA, B ALDWIN COUNTY.

Filed 11-13-56 11 A.M.

Recorded Deed book 245 page 126-7 and I certify that the following Pri-
vilege Tax has been paid.

Deed Tax 50

Mortgage Tax

/s/ W. R. Stuart

Judge of Probate

By /s/ G

Frank D. Rayford

Della

89

DEED WITH WARRANTY

Winnie Sanders

Winnie Sanders
Magazine Point,
Ala.

TO

D.50
R 1.50

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

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 WINNIE SANDERS _____

_____, Plaintiff

Witness my hand this 24 day of Oct 1957

Winnie Sanders, Clerk

WINNIE SANDERS,

Plaintiff,

-VS-

FRANK D. RAYFORD and
DELLA RAYFORD,

Defendants.

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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 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.

Count 3, Cont'd
Re: Sanders 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 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 SIX 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

Count 4, Cont'd,
Re: Sanders vs. Rayford.

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. RICKABY
Attorney for Plaintiff.

WINNIE SANDERS,

PLAINTIFF,

-VS-

FRANK D. RAYFORD and
DELLA RAYFORD,

DEFENDANTS.

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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. RICKABY
Attorney for Plaintiff

(COPY)

DEED WITH WARRANTY
Sold by Edgeood 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 Winnie Sanders

Party of the second part: Witnesseth, that the part

of the first part in consideration of

-----One Hundred and 00/100----- DOLLARS,

hereby acknowledged to have been paid the part ies of the first part by the party of the second part,

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

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

From the North East Corner of Section 17, Township

5 South, Range 2 East run West 3102 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

beginning containing 05 acres, more or less

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 Defend 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 parties 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

I, Jno. S. Huffman, a 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
Notary Public

The State of Alabama

BALDWIN

County

I, 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

STATE OF ALABAMA, BALDWIN COUNTY
Filed 11/3/56 11A.M.
Recorded Deed Book 245, Page 126-7
and I certify that the following
Privilege Tax has been paid.

Deed Tax-----.50
Mortgage Tax-----

/s/ W.R. Stuart
Judge of Probate
By "G"

TO DEED WITH WARRANTY

FILED
MAY 26 1958

WANCE L. DUCK, Clerk

STATE OF ALABAMA, }
County } Probate Court

Filed in my office for record this _____ day
of _____ 19 _____, and recorded
in Deed Book No. _____ N. S., pages _____

Judge of Probate

3372

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.