REX H. MOORE

PLAINTIFF

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NORMAN MCMILLIAN AND IDA MAS MCMILLIAN

DEFEMDANTS

IN THE CIRCUIT COURT BALDWIN COUNTY, ALABAMA

AT LAW 4372 NUMBER

Comes now the Defendants in the above styled cause and to each count, separately and severally files the following separately and severally grounds:

- 1. The complaint does not state a cause of action.
- 2. The complaint is vague, indefinite and uncertain.
- 3. It does not appear with certainty what property is claimed.
- 4. It does not appear that any money is due the Plaintiff.

Defendant for

Defendants demands trial

Donald T. Colquet P. O. Box 52

Opp, Alabama Plaintiff's Attorney

AUG 17 1960

ALICE & DUCK CLERK REGISTER

REX H. MOORE

PEAINTIFF

VS.

NORMAN MCMTLITAN AND IDA MAE MCKILLIAN

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

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DETINUE-REPLEVY BOND OF DEFENDANT	
The State of Alabama, Baldwin County	The contract of the second
KNOW ALL MEN BY THESE PRESENTS, That we, Ida Mae McMillian	
and Annas & Courle	
are held and firmly bound untoRex_H. Moore	4 - 4
in the sum of THREE-HUNDRED and NO/100 (\$300.00) Dollars, for the payment which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and ministrators.	ad-
Sealed with our seals and dated this 8th day of August 196	<u></u>
The condition of the above obligation is such that whereas the said Rex H. Moore	
did, on the 5th	. day
of August 19 60 sue out of the Circuit Court of Baldwin a writ of definue directed to any Sheriff of said State and commanding him to take into his possession following property, to-wit: One Philoo Electric Refrigerator; One Cedar Reform Suite; One three piece Living Refrigerator	<u>obe</u>
Suite; One Chifferobe; One Gas Range	
which said writ was placed in the hands of	to his
And whereas the above bound <u>Ida Mae McMillian</u>	
Defendant in said suit, has, within five days from the execution of said writ, entered into and execute bond as required by law and thereby obtained possession of said property seized under this writ. Ida Mae McMillian is cast in	
Now if the said suit and within thirty days after indement deliver the property aforesaid to the Plaintiff and pay all and damages which may accrue from the detention thereof, then this obligation to be void, otherwise remain in full force and effect.	l cost
Thomas Carles (s	SEAL SE A L
Taken and approved thes day of Sheritt, Baldwin County, Ala.	

THE STATE OF ALABAMA,

BALDWIN COUNTY.

Circuit Court, Baldwin County

REPLEVY BOND of DEFENDANT

vs.

Taken and approved this-

day of______, 193____

Form 2006. (Rev. Aug., 1945) DETINUE-AFFIDAVIT	AND BOND. (Code 1940, Tit. 7, Sec. 918)) 14401 ROBERTS & SON. BIRMINGHAM
State of Alabama	IN THE CIRCUIT O	COURT OF
BALDWIN COUNTY	BALDWIN	COUNTY
Before me, Deline X.	Doard, a Notary Pr	ublic in and for said County,
personally appeared Rex	H. Moore	who being by me
duly sworn deposes and says that the propert	ty sued for in the complaint of	REX H. MOORE, PLAINTIFF
Vs. NORMAN McMILLION and IDA MAE Men	MILLION, DEFENDANTS	filed in said Court, to-wit:
One Philco Electric Refrigerator; (One Cedar Robe; One 3-piec	e Blond Bedroom Suite;
One three piece Living room Suite; (
belongs to Rex H. Moore		, the plaintiff.
Sworn to and subscribed before me this	VIlle m	Teller
day of August , 19.60		
Welva & Mound		
Notary Public		
State of Alabama	IN THE CIRCUIT C	OUDT OF
BALDWIN COUNTY	TO A COST FIT OF	
,	7844	COUNTY
KNOW ALL MEN BY THESE PRESENT		
The second secon		100 100 100 100 100 100 100 100 100 100
		, Sureties, are held and
firmly bound unto Norman McMillion and		
istrators in the sum of Three Hundred Six for the payment of which we jointly and seve trators.	rty and No/100therally bind ourselves, our heir	5, executors and adminis-
Sealed with our seals and dated the	day of August	, 19_60
The condition of the above obligation is s		
Rex H. Moore	has	s on the 5th day of
August , 19 60 sued out a wri	it of detinue in the Circuit Cour	rt of
County, returnable to the sai		
Ida Mae McMillion described property, to-wit:		
One Philco Electric Refrigerator; One		
One three piece Living Room Suite; On		
	e valition 000 ; -110 -au	<u>{</u>
Now, if the said Rex H. Moore		
and shall near to the said Norman McMillion	m and Tale No no. marror	* ·
and shall pay to the said Norman McMillion said suit, all such costs and damages as he may be void, otherwise, to remain in full force and	y sustain by the wrongful comple effect.	the defendant in aint, then this obligation to
Taken and approved this	of \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\	(SEAL)
August		One (SEAL)
Deice Li Durch	74911	<i>†</i>
Clerk, Circuit Court	1 X Herr	suffer (SEAL)
		/

I, Curtis H. Rodgers, Clerk of the Circuit Court Covington County State of Alabama, do hereby certify that this is a good and sufficient bond and if it was presented to me for approval, I would accept it as a good and sufficient bond.

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And the second of the second o

Done this August 5, 1960

Curtis H.a Rodgers, Clerk Circuit Court, Covington County, State of Alabama

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fate of Alabama BALIMEN COUNTY	CUIT COURT	T. C.	=	ON & IDA MAE McMILL. Defendan	- Affidavit and Bond	day of 119 bc	estimate.	Cierro
	ā	H. MOOHE		Z	=	ed this 5	Chen	

State of Alabama BALDWIN ROWNINGTON COUNTY

CIRCUIT COURT

COMPLAINT DETY H. MODE Plaintiff Plaintiff The Plaintiff claims of the Defendant on the use thereof during the detention, to-wit: from the 16th day of Wan. 1960 COUNT II dethe Plaintiff claims of the Defendants One Hundred Twenty Dollars by promise the made by them on the 19th day of December, 1959 and payable on the 16 day of muary, 1960, with interest thereon and a part thereof the Defendants expressly waived all their right to have any of eir personal property exempted to them under the Constitution and i easy of the Defendants. Appl Plaintiff avers that in said note and a Defendants expressly agreed to pay a reasonable attorney's fee; hence the maintiff claims of the Defendant the further sum of Sixty Dollars as a reasonable attorney's fee; hence the	YOU ARE HEREBY COMMANDED TO SU	JMMON Normai	McMillion and	Tda Wae McMall	
papear within thirty days from the service of this writ in the Circuit Court of said county, at the place of hole age the same, and plead, answer or demur to the complaint of Bex H. Moore Witness my hand this Jaday of highest 19.50 COMPLAINT PREX H. MOORE Plaintiff COUNT I The Plaintiff claims of the Defendant of the Torthwing personal property, to-withing the three piece Living Room Swite: One Chifferobe; One Cas Range the three piece Living Room Swite: One Chifferobe; One Cas Range the Plaintiff claims of the Defendants one Hundred Twenty Dollars by promise the made by them on the 19th day of December, 1959 and payable on the 16 day of nurry, 1960, with interest thereon, and Plaintiff awars that in suid note and a part thereof the Defendants expressily valved all their right to have any of the of Alabame, Agd Plaintiff awars that in said note and as a part thereof. Defendants expressily agreed to pay a reasonable attorney!s fee; hence the limitiff claims of the Defendant the further sun of Sixty Dollars as a reasonable corney!s fee.	•				ion
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Witness my hand this day of					
Witness my hand this selection of the complaint of Rex H. Moore COMPLAINT PERV H. MXDES Plaintiff The Plaintiff claims of the Defendant of Count I I I Count I I I I I I I I I I I I I I I I I I I	o appear within thirty days from the service	of this writ in the	Circuit Court of said		- 11-2
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COMPLAINT PREX H. MODES Plaintiff NORMAN MCMILLION and TDA MAE MCMILLION Defendant		A 7 - 1 1			
COMPLAINT DEX. H. NOOPE NORMAN MCMILLION and	Witness my hand this day of	ugust		19_60	
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State of Alabama BALDWIN GOVINGEN COUNTY

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Executed this	The second
Executed this	day of
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leaving a copy of the within Sum	mons and Com-
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	Defendant
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	Sheriff.
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W. V. Jolbert	-
Common D	eputy Sheriff
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AYLOR JULKING	

State of Alabama COVINGTON COUNTY

To Any Sheriff of Said County:

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond, as required by law, you are hereby required to take the property mentioned in the complaint into your possession, unless the Defendant give bond payable to the plaintiff with sufficient surety, in double the amount of the value of the property.

with condition that if the	Defendant
are	cast in the suit
they	will, within
thirty days thereafter, deplaintiff and pay all cost	
accrue the detention the	ereof.

Clerk