

774 N. Wilson Ave. Prichard, Ala. Phone 434-6676

Figure 1. A schematic diagram of the experimental setup. The subject is seated in a chair, viewing a screen displaying a target (a red dot) and a starting point (a green dot). The subject's hand is positioned at the starting point, and the target is located at a distance of 10 cm from the starting point. The subject is instructed to move the hand to the target. The screen is divided into two regions: a starting region (green) and a target region (red). The subject's hand is positioned at the starting point, and the target is located at a distance of 10 cm from the starting point. The subject is instructed to move the hand to the target.

姓名: 王 强 性别: 男 年龄: 35 身份证号: 110101198001010001 手机号: 13800138000 电子邮箱: wangqiang@example.com
 单位名称: 北京科技有限公司 职位: 高级工程师 入职日期: 2015-03-01 合同期限: 3 年
 工资: 15000 元/月 社保: 五险一金 公积金: 1200 元/月 年终奖: 30000 元
 备注: 该员工工作认真负责, 业务能力突出, 为公司做出了重要贡献。

1. We do hereby ~~pay~~ pay the sum of \$20,000.00 for the following described real property sit-
uated in Cowley, Alabama

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Builder taking over two houses in an estate and allowing us \$10,375.00 for them. Under the
 agreement at 100 1/2, Block 1, Oak Grove Court Apt 101 & 102, Block 1, Oak Grove Court, Oak Grove,
 Illinois.

As an earnest money deposit on this purchase, I/We tender herewith the sum of \$_____ to be held in escrow by you pending the closing of the sale. At the time of closing said deposit is to be applied toward my/our cash payment. However, in the event that I/We should fail to complete the purchase of the property herein referred to, then said deposit shall be returned to me/us, or my/our estate, in the event of my/our death, at his election, either in cash or by check, and of no further effect. In which event the above deposit will be retained as liquidated damages for the breach of this contract, this being the essence thereof, said deposit to be divided equally between owner and Gavin Realty Company Inc.

The Purchase Price specified above is to be paid in the following manner:

Love, Mom, Dad, and William Casey

Lot 9, Block 1, Oak Drive Court, at closing price cash \$4,942.40 paid by Mr. & Mrs. Bailey, Mr. & Mrs. Bailey to pay closing costs.

The seller is to furnish a full warranty deed; title is to be conveyed subject to any outstanding restrictions or easements but entirely free from all other encumbrances except those specifically assumed by me/us; taxes and rents to be prorated as of date of conveyance.

It is particularly understood that

1. If this offer is not accepted or if the owner cannot obtain a reasonable rate, my/our deposit is to be refunded in full.
2. If title insurance is required the cost thereof is to be borne by the _____.
3. If this offer is not accepted in writing it will become null and void after _____ days from date.

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[The page contains faint, illegible markings and bleed-through from the reverse side.]

- [illegible]

It is expressly agreed, that, notwithstanding any other provisions of this contract, the purchaser shall not be responsible for the property insurance herein or to incur any liability by reason of such money deposits or otherwise, and that the seller shall be responsible for the property insurance of the property for during the term of this contract, and shall deliver to the purchaser promptly a statement of not less than \$ _____, which statement the seller hereby agrees to deliver to the purchaser promptly

THE PURCHASER SHALL, HOWEVER, HAVE THE RIGHT TO PROCEED WITH THE CONSUMPTION OF THE CONTRACT MATERIAL REGARD TO THE AMOUNT OF THE WORKSHEET WHICH WAS MADE BY THE FEDERAL HOUSING COMMISSION.

THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERIN. ANY OTHER AGREEMENTS MADE OUT HEREIN SHALL NOT BE BINDING TO THE PARTIES HERIN.

Wieder

(P) 2002

THOMAS C. SKILLEN

Preparation

2000年12月29日 星期五

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The above offer is hereby accepted on the terms and conditions contained herein and I/We agree to pay David Murphy Co. for a sales commission of 5% of the gross sales price.

Dr. V. G.

P. O. DRAWER A-J

RICHARD C. LACEY

TELEPHONE 928-2373

ATTORNEY AT LAW

FAIRHOPE, ALABAMA 36532

September 27, 1967

Mrs. Alice J. Duck
Circuit Clerk
Bay Minette, Alabama

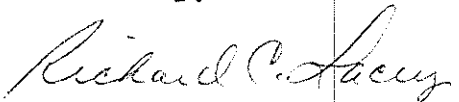
Re: Howard C. Bailey & Edna E. Bailey
Vs.
G. H. & W. Home Builders, Inc.

Dear Mrs. Duck:

Please have the enclosed Bill of Complaint served on
G. H. & W. Home Builders, Inc.

Thank you.

Sincerely,


Richard C. Lacey (mt)

RCL:mt

Encls.

P. O. DRAWER A-J

RICHARD C. LACEY

TELEPHONE 928-2373

ATTORNEY AT LAW
FAIRHOPE, ALABAMA 36532

September 18, 1968

MRS. ALICE J. DUCK
Circuit Clerk
Court House
Bay Minette, Alabama

RE: Bailey vs. G. H. & W. Home Builders

Dear Mrs. Duck:

Please find amended complaint in subject matter
enclosed and file.

Sincerely,


RICHARD C. LACEY

RCL/dt
Encls.

P. O. DRAWER A-J

RICHARD C. LACEY

TELEPHONE 928-2273

ATTORNEY AT LAW
FAIRHOPE, ALABAMA 36532

September 30, 1968

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

RE: Bailey vs. G. H. & W. Home Builders
Case No. 7775

Dear Mrs. Duck:

I am enclosing Exhibit A that should have been attached to the amended Bill of Complaint in subject case.

Sincerely,

Richard C. Lacey
RICHARD C. LACEY

By d/t

RCL/dt
encls.

FILED

OCT 2 1968

ALICE J. DUCK CLERK
REGISTERED

HOWARD C. BAILEY and EDNA E. BAILEY,
Plaintiffs,
VS.
G. H. & W. HOME BUILDERS, INC.,
Defendant.

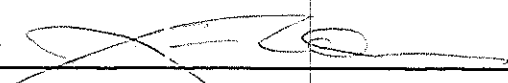
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 7775

Now comes the defendant and for plea to the complaint as last amended and to each count thereof, separately and severally, says, separately and severally:

1. The allegations of said count are untrue.

2. For further answer to the said amended complaint defendant avers that on or about May 23, 1966, the plaintiffs and the defendant entered into an agreement, a copy of which is attached hereto, marked Exhibit A and made a part hereof, as though fully incorporated herein, and that thereafter the defendant furnished all material and labor as required by the said agreement in accordance with the terms thereof, wherefore, the plaintiffs should not recover in this suit.

COLEY & COLEY and JAMES R. OWEN

By 
Attorneys for Defendant

FILED

AUG 1 1969

ALICE J. DUCK CLERK
REGISTER

EXHIBIT "A"

THIS AGREEMENT entered into by and between
G. H. & W. HOME BUILDERS, INC., hereinafter called Party
of the First Part, and HOWARD C. BAILEY and EDNA E. BAILEY,
hereinafter called Parties of the Second Part, WITNESSETH
that:

WHEREAS, the Parties hereto previously entered
into a Contract and Agreement heretofore on, to-wit,
May 31, 1965, which Agreement provided, among other things,
that the Party of the First Part would construct, for the
consideration recited in said Contract, a house to be built
on Lot 40, Wilson Heights S/D, Seventh Unit, and

WHEREAS, the said Contract provided that the
house to be constructed would be "as per Mr. Watford's
home on Lot 53, Wilson Heights S/D, Seventh Unit, it being
the intention of the parties that the home to be constructed
for the benefit of the Parties of the Second Part would be
substantially the same as Mr. Watford's home both in
quality of workmanship, materials, appraised value and
general floor plan except as departure therefrom might
be made necessary or desirable as a result of the differences
in terrain of the subject lots owned.

WHEREAS, it is now contended by the Party of
the First Part that the Contract hereinabove described has
been completed except for certain minor details, and this
contention is disputed by the Parties of the Second Part.

NOW, THEREFORE, in consideration of the premises,
and in order to resolve the disagreement and differences
of opinion which have arisen between the parties hereto
and in further consideration of ONE DOLLAR (\$1.00) each
to the other in hand paid, the receipt of which is hereby
acknowledged, it is understood and agreed as follows:

1. That Mr. Davis Fuller, a qualified and
experienced real estate dealer of Spanish Fort, Alabama,

shall examine the house constructed for the Parties of the Second Part by the Party of the First Part, as well as the house previously constructed and belonging to Mr. Watford; that he shall determine whether or not the Contract of May 31, 1965, has or has not been completed, and in the event that his determination of the same is that it has not been completed, he shall specify what work is further necessary to complete the premises in accordance with the Contract, and that both parties hereto agree to be bound by his determination in this respect.

2. That both the Watford place and the home constructed for the Parties of the Second Part shall be made available to Mr. Fuller for his convenient inspection, and that each Party hereto shall have a right and opportunity to confer with Mr. Fuller relative to this agreement and the performance of the Contract aforesaid.

3. In the event Mr. Fuller determines that further work is necessary to complete the construction of the home in accordance with the Contract of May 31, 1965, the Party of the First Part agrees to immediately undertake such work as may be specified by Mr. Fuller as necessary in the premises, and to complete the same in such time as may be designated by Mr. Fuller as reasonably necessary to that end; that upon Mr. Fuller's determination that such work has been satisfactorily completed, the Parties of the Second Part agree to immediately conclude the Contract of May 31, 1965, by payment of the remainder of the consideration recited therein.

4. It is further understood and agreed that such reasonable expense or charge for services rendered

as may be made by Mr. Muller in the performance of his duties provided herein, shall be born equally by the parties hereto.

IN WITNESS WHEREOF, the said G. H. & W. Home Builders, Inc., has caused these presents to be executed by J. W. Gavin, its President, and the said Howard G. Bailey and Edna E. Bailey have hereunto set their hands and seals on this day of , 1966.

G. H. & W. HOME BUILDERS, INC.

By: _____
Its President

(SEAL)

(SEAL)

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, the undersigned Notary Public in and for said State and County, hereby certify that J. W. Gavin, whose name as President of G. H. & W. Home Builders, Inc., is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal this day
of , 1966.

NOTARY PUBLIC, MOBILE COUNTY, ALABAMA.

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, the undersigned Notary Public in and for said State and County, hereby certify that Howard G. Bailey and Edna E. Bailey, whose names are signed to the foregoing agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this day
of May , 1966.

S/ George C. Lensmeire

NOTARY PUBLIC, MOBILE COUNTY, ALABAMA.


HOWARD C. BAILEY and EDNA E. BAILEY,
Plaintiffs,
VS.
G. H. & W. HOME BUILDERS, INC.,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 7775

MOTION TO DISMISS

Now comes the defendant in the above styled cause, by its attorney, and shows unto the court and your Honor that the defendant's demurrer to the complaint in this cause was sustained on January 31, 1969, and that the plaintiffs have failed to the date hereof to file further pleadings, wherefore, the defendant moves the court to dismiss the complaint in this cause with prejudice.

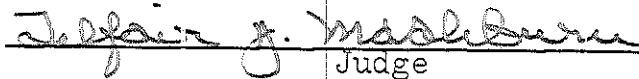
DATED this 21st day of ^{March}~~February~~, 1969.


Attorney for Defendant

ORDER

This motion having been presented to the court on this date the same is hereby set for hearing on the 7th day of ^{April}~~March~~, 1969, at 9:00 o'clock A. M.

ORDERED on this the 21st day of ^{March}~~February~~, 1969.


Judge

FILED

MAR 21 1969

ALICE J. DICK CLERK
REGISTER

HOWARD C. BAILEY and EDNA E. BAILEY,
Plaintiffs,
VS.
G. H. & W. HOME BUILDERS, INC.,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 7775

DEMURRER

Now comes the defendant in the above styled cause and demurs to the amended complaint heretofore filed in said cause and to each count thereof and as grounds for said demurrer assign the following separately and severally:

1. It does not state a cause of action.
2. Said complaint does not aver compliance by the plaintiff with the terms of the alleged contract.
3. The complaint fails to allege the substance of the contract sued upon.
4. The complaint is vague, ambiguous and uncertain in that no matters of fact are averred therein to support the conclusion alleged that the house was not constructed in accordance with the contract referred to therein.
5. The allegation of damages contained therein "that the plaintiff was forced to live in an undesirable neighborhood" is not alleged to be a proximate consequence of any default on the part of the defendant.
6. For that living in an undesirable neighborhood does not constitute a recoverable element of damages.
7. For aught appearing from the complaint the alleged suffering of humiliation by the plaintiffs' children is not a proximate result of any default upon the part of the defendant.
8. The alleged suffering of humiliation by plaintiffs' children does not constitute a recoverable element of damages.
9. Count one of the amended complaint refers to an Exhibit "A", but does not attach the said exhibit to the amended complaint.

FILED

SEP 25 1968

COLEY & COLEY and
JAMES R. OWEN

ALICE J. DUCK

CLERK VOL
REGISTER

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By 112
PAGE 112

Attorneys for Defendant

HOWARD C. BAILEY and EDNA E. BAILEY,)	IN THE CIRCUIT COURT OF
)	BALDWIN COUNTY, ALABAMA
Plaintiffs,)	AT LAW
VS.)	
G. H. & W. HOME BUILDERS, INC.)	
Defendant.)	

AMENDED COMPLAINT

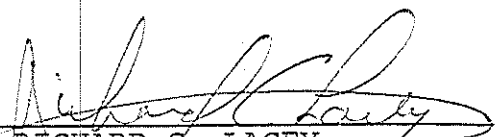
COUNT I

Plaintiff claims of the Defendant TEN THOUSAND DOLLARS (\$10,000.00) damages for breach of contract entered into by and between Plaintiff and Defendant on, to-wit: the 31st day of May, 1965, a copy of which is attached hereto as Exhibit A and made a part hereof as though fully incorporated herein, in which said contract the Defendant agreed to construct a house on Lot 40, Wilson Heights Subdivision, 7th Unit, Baldwin County, Alabama, and by the terms of said contract the said house to be constructed by Defendant was to be the same as that constructed by the Defendant for Mr. Watford on Lot 53, Wilson Heights Subdivision, 7th Unit, Baldwin County, Alabama by the terms of which, Plaintiff was to pay Defendant the sum of Four Thousand Nine Hundred Twenty Two Dollars (\$4,922.00) and to convey to Defendant property owned by the Plaintiff on Lots 9 and 10, Block 1, Oak Drive Court, Mobile, Alabama. Plaintiff avers that he has paid the cash money to the Defendant and has conveyed real property to the Defendant in accordance with the terms of said contract set forth in schedule A, and Plaintiff further avers that defendant did not construct the home in accordance with the provisions of the contract set forth in Schedule A in that the Defendant used inferior materials and workmanship in the construction of the home to the extent that the value of the home constructed by the Defendant for the Plaintiff is far less than the value of the home of Mr. Watford, All to the damage of the Plaintiff as aforesaid.

COUNT II

Plaintiff claims of Defendant Four Thousand Dollars (\$4,000.00) damages for breach of contract entered into by and between Plaintiff and Defendant on, to-wit: the 31st day of May, 1965, which said contract is set forth in Schedule A attached hereto and

made a part hereof as though fully incorporated herein, and by the terms of said contract the Plaintiff agreed to construct a home for the Defendant on Lot 40, Wilson Heights Subdivision, 7th Unit, Baldwin County, Alabama, the same as that constructed by the Defendant for Mr. Watford on Lot 53, Wilson Heights Subdivision, 7th Unit, Baldwin County, Alabama, and in and by the terms of said contract the Plaintiff agreed to pay to the Defendant the sum of Four Thousand Nine Hundred Twenty-Two Dollars (\$4,922.00) and to convey to Defendant property owned by the Plaintiff on Lots 9 and 10, Block 1, Oak Drive Court, Mobile, Alabama, Plaintiff avers that he has complied with all of the terms of said contract, that he has paid the said sum of money to Defendant and he has conveyed said real property to Defendant. Plaintiff further avers that said Defendant failed and refused to construct the house in a reasonable length of time and in fact that said house was not completed until June 21, 1966 and that said Plaintiff was required to lose rentals from his property located in Mobile County, that due to the failure of the Defendant to have the home completed by September, 1965, as promised the Plaintiff by the Defendant, that the Plaintiff was required to live in an area in which the population had become completely that of members of the colored race, and that the children of the Plaintiff were forced to attend a school not of his choosing and as a result said Plaintiff, the wife of the Plaintiff, and the children of the Plaintiff suffered humiliation and mental anguish that resulted in medical expenses to the Plaintiff, all to the damage of the Plaintiff as aforesaid.


RICHARD C. LACEY
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I do certify that I have on this 18th day of September, 1968, served a copy of the foregoing pleading on James R. Owen, Attorney at Law in Bay Minette, Alabama by mailing the same by United States mail, properly addressed, and first class postage prepaid.

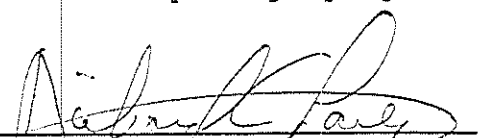
FILED

SEP 19 1968

ALICE J. DUCK

CLERK
REGISTER
VOL

62 PAGE 111


RICHARD C. LACEY
Attorney for Plaintiff
Fairhope, Alabama

HOWARD C. BAILEY and EDNA E. BAILEY,
Plaintiffs,
VS.
G. H. & W. HOME BUILDERS, INC.,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 7775

MOTION TO DISMISS

Now comes the defendant in the above styled cause by its attorney and shows unto the court and your Honor that the defendant's demurrer to the complaint in this cause was sustained on July 29, 1968, and that the plaintiffs have failed to the date hereof to file further pleadings, wherefore, defendant moves the court to dismiss the complaint in this cause with prejudice.

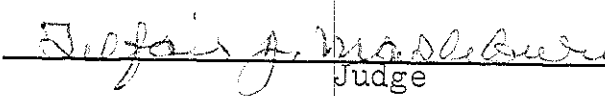
DATED this 13th day of September, 1968.


Attorney for Defendant

ORDER

This motion having been presented to the court on this date the same is hereby set for hearing on the 20th day of September, 1968, at 9:00 o'clock A. M.

ORDERED on this the 13th day of September, 1968.


Judge

FILED

SEP 13 1968

ALICE J. DUCK CLERK
REGISTER

HOWARD C. BAILEY and EDNA E.
BAILEY,

Plaintiffs,

VS.

G. H. & W. HOME BUILDERS, INC.,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 7775

DEMURRER

Now comes the defendant in the above styled cause and demurs to the complaint heretofore filed in said cause and as grounds for said demurrer assigns the following separately and severally:

1. It does not state a cause of action.
2. Said complaint does not aver compliance by the plaintiff with the terms of the alleged contract.
3. The complaint fails to allege the substance of the contract sued upon.
4. The complaint is vague, ambiguous and uncertain in that no matters of fact are averred therein to support the conclusion alleged that the house was not constructed in accordance with the contract referred to therein.
5. The allegation of damages contained therein "that the plaintiff was forced to live in an undesirable neighborhood" is not alleged to be a proximate consequence of any default on the part of the defendant.
6. For that living in an undesirable neighborhood does not constitute a recoverable element of damages.
7. For aught appearing from the complaint the alleged suffering of humiliation by the plaintiffs' children is not a proximate result of any default upon the part of the defendant.
8. The alleged suffering of humiliation by plaintiffs' children does not constitute a recoverable element of damages.

COLEY & COLEY and
JAMES R. OWEN

By

Attorneys for Defendant.

FILED

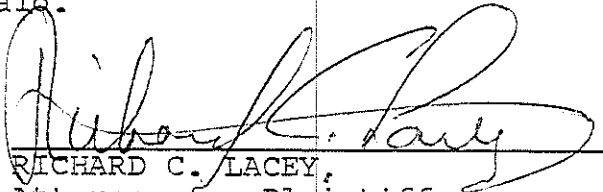
NOV 9 1967

W. J. Newick
CLERK

HOWARD C. BAILEY and EDNA E. BAILEY,)	IN THE CIRCUIT COURT OF
)	
Plaintiffs,)	BALDWIN COUNTY, ALABAMA
vs.)	
G. H. & W. HOME BUILDERS, INC.)	
Defendant.)	AT LAW
)	72.7775

Plaintiff claims of the Defendant TEN THOUSAND DOLLARS (\$10,000.00) damages for breach of contract entered into by and between Plaintiff and Defendant on, to-wit: the 31st day of May, 1965, in which said contract the Defendant agreed to construct a house on Lot 40, Wilson Heights Subdivision, Seventh Unit, Baldwin County, Alabama, the same as a house owned by Mr. Watford on Lot 33, Wilson Heights Subdivision, Seventh Unit, Baldwin County, Alabama, and by the further terms the Plaintiff was to pay to the Defendant FOUR THOUSAND NINE HUNDRED TWENTY-TWO DOLLARS (\$4,922.00) and to convey to Defendant property owned by the Plaintiff on Lot 10, Block 1, Oak Drive Court, Mobile, Alabama, and Lot 9, Block 1, Oak Drive Court, Mobile, Alabama, said lots valued at NINETEEN THOUSAND ONE HUNDRED SEVENTY-THREE DOLLARS (\$19,173.00). Plaintiff avers that Defendant agreed to construct the house for the Plaintiff by September of 1965, and that Defendant failed and refused to complete the construction of the house until June 21, 1966. Plaintiff avers that the house was not constructed in accordance with the contract entered into by and between Plaintiff and Defendant causing the Plaintiff to expend sums of money over and above what Plaintiff was required to pay to Defendant; Plaintiff further avers that Plaintiff was forced to live in an undesirable neighborhood; that his children were forced to attend a school not of his choosing and suffered humiliation as a result of the deterioration of the neighborhood in which

Plaintiff lived due to not moving into the home at the time the Defendant agreed to have the home constructed; Plaintiff further avers that they suffered mental anguish and anxiety causing Plaintiff to incur medical bills all due to the damage of the Plaintiff as aforesaid.


RICHARD C. LACEY,
Attorney for Plaintiff

DEFENDANT MAY BE SERVED AT:

Gavin Realty Company, Inc.
Spanish Fort, Alabama

FILED

SEP 29 1967

ALICE J. DUCK

CLERK
REGISTER

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

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 G. H. & W. HOME BUILDERS, INC.

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.....

G. H. & W. HOME BUILDERS, INC., Defendant.....

by

HOWARD C. BAILEY & EDNA E. BAILEY, Plaintiff.....

Witness my hand this 29 day of Sept 1967

W. J. French Clerk

E4:10-10-67

No. 7775 Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

~~Howard C. Bailey & Edna E. Bailey~~
Howard C. Bailey &
Edna E. Bailey

Plaintiffs

~~G. H. & W. Home Builders~~
vs.
~~Howard C. Bailey & Edna E. Bailey~~
G. H. & W. Home Builders
Edna E. Bailey

Defendants

SUMMONS AND COMPLAINT

Filed 9-29 1967

Alvin J. Leach Clerk

R. Lacey
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED

Received In Office

OCT 2 1967

19.....

TAYLOR WILKINS

SHERIFF

Sheriff

I have executed this summons

this Oct 10 1967
by leaving a copy with

J. W. Harris
Sgt. Fort

Sheriff claims 44 miles at
Ten Cents per mile Total \$ 4.40
TAYLOR WILKINS, Sheriff
Roy Randall
DEPUTY SHERIFF

Taylor Wilkins Sheriff
Roy Randall Deputy Sheriff