

11-22-46

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA
January 5, 1948

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

Re: McKean Hardware Company
Vs: G.H. Bonie

1008

Dear Mrs. Duck:

This is your authority to withdraw the answer filed by me as attorney for Mr. Bonie so as to make it possible for the Plaintiff, to take Judgment by Default.

Yours very truly,

Forest A. Christian

M.G. McKEAN, doing business
as McKEAN PAINT & HARDWARE
STORE,

Plaintiff

No. LAW

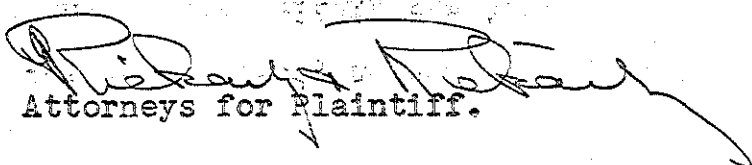
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

VS

G. H. BONIE, individually and
doing business as FOLEY BUILD-
ING & MANUFACTURING COMPANY
Defendant

TO MRS. ALICE J. DUCK,
CLERK OF SAID COURT

The Defendant having failed to plead, answer or
demur, to the Complaint in this cause, within the time
prescribed by law, Plaintiff hereby demands judgment by
default for the amount stated in the Complaint and re-
quests that such demand be noted on the docket and
within five days thereafter, that the papers in the case,
including the note upon which action is based, be sent
to the Judge of this Court, together with certificate
showing Defendant's default, and this request for judg-
ment in vacation.


Attorneys for Plaintiff.

RECORDED

M.G. McKEAN, doing business as
McKEAN PAINT & HARDWARE STORE
Plaintiff

VS

G. H. BONIE, individually and
doing business as FOLEY BUILDING
& MANUFACTURING COMPANY
Defendant

MOTION FOR
JUDGMENT IN VACATION

Filed

1-18-17

*Alice J. Duck
Clerk*

RICKARBY & RICKARBY
ATTORNEYS FOR PLAINTIFF

H. G. McKEAN, doing business
as McKean Paint & Hardware Store
Plaintiff

vs.

G. H. BONIE, Individually and
doing business as Foley Building
& Manufacturing Company.
Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

Case Number 1008

ANSWER

Comes the Defendant and denies each and every allegation in
said Complaint and demands a trial by jury.

Forest A. Christian
Forest A. Christian, Foley, Ala.
Attorney for Defendant

*copy
3/10/1914
14-11-14
1914*

Company.
Bulldog & Hardware Store
and color business as Foley
G. H. BONIE, INDIVIDUALLY

as

Individual
H. G. McKean, doing business
as McKean Paint & Hardware Store

VERIFIED

1008

1008

ANSWER

H. G. McKean, doing business as McKean Paint & Hardware Store
Plaintiff

vs.

G. H. Bonie, individually and doing business as Foley Building & Manufacturing Company.
Defendant

Filed

4-2-47

Deirdre M. M. M. M.

Witnessed for Defendant
JAMES W. O'NEILL, Notary Public

[Signature]

and the defendant and the plaintiff are both parties to this

and the defendant and the plaintiff are both parties to this

WITNESSES

Defendant
G. H. Bonie, individually and doing business as Foley Building & Manufacturing Company.

vs.

Plaintiff
H. G. McKean, doing business as McKean Paint & Hardware Store

1008 MARCH 1947

WITNESSES
IN THE CIRCUIT COURT OF

SUMMONS & COMPLAINT

STATE OF ALABAMA
COUNTY OF BALDWIN.

IN THE CIRCUIT COURT OF BALDWIN COUNTY
ALABAMA

Case number 1008

TO ANY SHERIEF OF THE STATE OF ALABAMA: You are hereby commanded to summon G. H. BONIE, individually and doing business as THE FOLEY BUILDING and MANUFACTURING COMPANY to appear and plead, answer or demur, within thirty days from the service hereof, to the Cpmplaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against G. H. Bonie, Individually and doing business as the Foley Building and Manufacturing Company, Defendant by H. G. McKean, doing business as THE Mc KEAN PAINT & HARDWARE STORE, Plaintiff.

Witness my hand this the 22 day of November 1946.

Alice J. Wicks
CLERK.

H. G. McKEAN, doing business
as McKEAN PAINT & HARDWARE STORE,

Plaintiff

-vs-

G. H. BONIE, individually and
doing business as FOLEY BUILDING
& MANUFACTURING COMPANY,

Defendant.

COMPLAINT.

COUNT ONE. The Plaintiff claims of the Defendant the sum of THREE HUNDRED EIGHTY-FIVE & 24/100 (\$385.24) DOLLARS with interest thereon at the rate of six (6) per centum per annum, due by promissory note made by him on the twenty-fourth day of September 1946, and payable on the twenty-fourth day of October 1946.

And the Plaintiff avers that in said note and as a part of the consederation thereof, the Defendant has expressly waived his right to claim personal property as exempt to him under the constitution and laws of the State of Alabama, and agreed to pay an attorney's fee for the collection thereof, and the Plaintiff

Complaint: McKean v Bonie Page 2.

hereby claims the sum of SIXTY (\$60.00) DOLLARS as such attorney's fee.


ATTORNEYS FOR THE PLAINTIFF.

The Defendant lives in Foley, Alabama.

RECORDED

1008 Foley

H. G. McKEAN, doing business
as McKEAN PAINT & HARDWARE STORE

Plaintiff

-VS-

G. H. BONIE, individually
and doing business as FOLEY
BUILDING & MANUFACTURING COMPANY

Defendant.

SUMMONS & COMPLAINT.

Filed

11-22-46

Alice J. such
clerk

RICKARBY & RICKARBY ATTORNEYS
FOR PLAINTIFF.

Executed this 11-29-46
by serving a copy of
within with
within named

G. H. Bonie

not G. E. Garrett
served
in person
RECORDED 25

Executed 3-6-1947
by serving copy of within Summons and
Complaint on

G. H. Bonie

Taylor Wilkins Sheriff

H. H. Hall Deputy Sheriff

LAW OFFICES

RICKARBY & RICKARBY

FAIRHOPE, ALABAMA

February 5, 1947

ELLIOTT G. RICKARBY

E. G. RICKARBY, JR.

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

Dear Mrs. Duck:

In re. E. G. McKean vs. G. H. Bonie. Records in this case disclose that Defendant was not served in the case, but copy of Summons and Complaint was left at his residence. This is not legal service. The Summons and Complaint must be served on the Defendant. Please prepare the enclosed as an Alias Summons and Complaint, and deliver same to the Sheriff with the duplicate copy of the letter which we are enclosing.

Very truly yours,

RICKARBY & RICKARBY

By: *E. G. Rickarby, Jr.*

EGRjr:ekb
Encl.

Remittance on payments of not less than \$500 per year

BANK OF FAIRHOPE

\$ 385.24

FAIRHOPE, ALA.

Sept 24

1946

On or before thirty days

after date, without grace, I or We promise to pay to the

order of BANK OF FAIRHOPE

McLain Hardware Co.

Three hundred eighty five and 24/100

DOLLARS

For value received. Payable at the BANK OF FAIRHOPE, Fairhope, Alabama. with 6% interest.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property and they each severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized, to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

Witness _____ hand _____ and seal _____ this, the _____ day of _____

Polley Building & Mfg. Co. (Seal)

ATTEST _____

G. H. Morris (Seal)