

CERTIFICATE OF JUDGMENT

Printed by The Baldwin Times, Bay Minette, Ala.

THE STATE OF ALABAMA, }
Baldwin County }

CIRCUIT COURT, Term, 19.....

CARY & COMPANY, INC.

Plaintiff....

Vs.

G. H. BONIE

Defendant ..

I, Alice J. Duck, Clerk of the Circuit Court of Baldwin County,

Alabama, do hereby certify that on the 22nd day of February, 1949,

a Judgment was rendered by said Court in the above stated cause, wherein.....

CARY & COMPANY Inc

was Plaintiff and G. H. BONIE

..... was Defendant, in

favor of the said Plaintiff and against the said Defendant for the sum of.....

Eight hundred , thirty and 13/100 DOLLARS

and for the sum of Eleven and 75/100 DOLLARS,

the costs in said suit, and that Cecil G. Chason

..... are the Attorneys of record for the Plaintiff

in said cause.

Witness my hand this 23rd day of February, 1949

Clerk, Circuit Court, Baldwin County, Alabama.

Case No. 1019
CERTIFICATE OF JUDGMENT

CARY & COMPANY, INC

, Plaintiff...

Vs.

G. H. BONIE

, Defendant...

FROM
CARY & COMPANY, INC.
PENSACOLA, FLORIDA

CARBON COPY FOR

February 7, 1947

Mr. Cecil G. Chason,
Foley, Alabama.

Dear Sir:

Please withdraw suit against Mr. G. H. Boni, doing business as Foley Building & Manufacturing Company, instituted by you on our instructions.

It is our opinion that such action will be beneficial to all parties concerned and we are desirous of extending every opportunity to this concern of liquidating all outstanding obligations.

Please acknowledge receipt of this letter.

Yours very truly,

CARY & COMPANY, INC.


George A. Lapsley

GAL/lb

CC: Mr. G. H. Boni,
Foley Building & Manufacturing Company,
Foley, Alabama.

CARY & COMPANY, Incorporated

Plaintiff

VS.

G. H. BONIE

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

LAW SIDE

ANSWER

Comes the Defendant by his Attorney and for answer
denies that he owes is indebted to Plaintiff. and demands trial
by jury.

*Forw'd Chas. H. H.
attorney for defendant*

10-1-11

10-1-11

10-1-11

10-1-11

10-1-11

10-1-11

RECORDED

Answer

Filed

4-28-41

Alice J. Mack
Club

Handwritten notes, possibly a signature or initials, written vertically.

PA 1000

General Fund 1000 is subject to transfer to other funds

General Fund 1000 is subject to transfer to other funds

General Fund 1000

General Fund 1000

General Fund 1000

General Fund 1000

General Fund 1000

General Fund 1000

General Fund 1000

General Fund 1000

\$1225 $\frac{19}{100}$

Pensacola, Fla., Nov 27th, 1946

Thirty Days (30) after date I promise to pay to the order of
Cary & Co. Inc.

One Thousand Two Hundred & Twenty Five $\frac{19}{100}$ Dollars
for value received with interest at the rate of 6 per cent per
annum from date until paid.

Payable at _____

All makers, endorsers, and persons now or hereafter becoming
parties hereto, hereby waive demand and protest and notice of demand,
non-payment and protest. 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 all endorsers
and sureties agree that this note may in whole or in part be ex-
tended or renewed from time to time without notice to them and
without release of their liability hereon.

No. _____

G. H. Bonie

SEAL

SEAL

I, Cecil G. Chason, hereby certify the foregoing to be a true and
correct copy of the note executed by G. H. Bonie and payable to
Cary & Co., Incorporated, in the amount of \$1225.19.



CECIL G. CHASON

ATTORNEY AT LAW

FOLEY, ALABAMA

15 April, 1947

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

Dear Mrs. Duck:-

Enclosed is a true and correct copy of the Promissory Note executed by G. H. Bonie to Cary and Company which is the subject of a suit, file number 1019. The amount now due is as follows:-

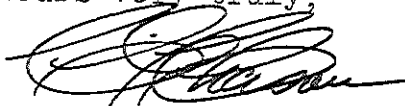
Principal	\$ 1,225.19
Attorney's fees	150.00
Interest on note to April 17, 1947	<u>28.56</u>
TOTAL	\$ 1,403.75

Please ask Judge Hare to render this judgment as defendant is in default.

In the suit by J. J. Krauss against Ben Turner on account we are entitled to a judgment by default. Please ask Judge Hare to render this judgment also.

Amount	\$ 199.22
Interest from Oct 1, 1946 to April 15, 1947	<u>6.43</u>
TOTAL	\$ 205.65

Yours very truly,


C. G. Chason

CGC:mm
Encl: 1

STATE OF ALABAMA
BALDWIN COUNTY

) IN THE CIRCUIT COURT OF
)
) BALDWIN COUNTY, ALABAMA
)
LAW SIDE

TO ANY SHERRIF OF THE STATE OF ALABAMA:

You are hereby commanded to summons G. H. Bonie to appear with-
in thirty (30) days from the service of this writ in the Circuit
Court to be held for said county at the place of holding same, then
and there to answer the complaint of Cary & Company, incorporated.

WITNESS my hand this 13 day of January, 1947.

Alice J. Lusk
Clerk

COMPLAINT

CARY & COMPANY, Incorporated)

Plaintiff)

-vs-

G. H. BONIE)

Defendant)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE

The Plaintiff claims of the Defendant One Thousand Two Hundred
Twenty-five and nineteen/100 Dollars (\$1,225.19) due by Promissory
Note made by him on, to-wit, November 27, 1946 and payable on to-
wit, thirty (30) days after date with interest thereon at the rate
of six per cent (6%) per annum from date.

The Plaintiff avers that in and by the terms of said note the
Defendant agreed to pay all costs of collecting or securing or
~~attempting to collect or secure said note, including a reasonable~~
attorney's fee, whether the same be collected or secured by suit or
otherwise.

The Plaintiff further claims of the Defendant the further and
additional sum of One Hundred Fifty and no/100 Dollars (\$150.00)
as such reasonable attorney's fee.

[Signature]
Attorney for Plaintiff

RECORDED 1019

SUMMONS AND COMPLAINT

CARY & COMPANY, Incorporated
Plaintiff

-VS-

G. H. BONIE
Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE

Filed on this, the 13 day of
Jan, 1947.

Alice J. Leuch
Clerk

CECIL G. CHASON
ATTORNEY AT LAW
FOLEY, ALABAMA

Accepted Jan 15 1947
serving copy of within Summons and
complaint on

G. H. Bonie

C. E. Bant Sheriff
By H. J. Hall Deputy Sheriff

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA, { No. 1806
BALDWIN COUNTY
CIRCUIT COURT BALDWIN COUNTY
TERM, 194

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon G. E. BONNIE

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. E. BONNIE, Defendant,

by ROBERT R. NAHRGANG

Plaintiff

Witness my hand this

13th

day of

January

194

7

Clerk.

W. J. Smith

No. 1806

Page

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

ROBERT R. NAHRGANG

Plaintiffs

vs.

G. H. BONNIE

Defendants

SUMMONS AND COMPLAINT

Filed 1-13-47 194

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

194

Sheriff

I have executed this summons

this

by leaving a copy with

194

Sheriff

Deputy Sheriff

ROBERT R. NAHRGANG,)
 Plaintiff,) IN THE CIRCUIT COURT OF
VS.) BALDWIN COUNTY, ALABAMA
G. H. BONIE,) AT LAW NO. 1806
 Defendant.)

C O M P L A I N T

The plaintiff claims of the defendant Twenty-five Thousand, Three Hundred Dollars (\$25,300.00) for the breach of an agreement entered into by him on the 31st day of January, 1946, in usbstance as follows:

"STATE OF ALABAMA)
BALDWIN COUNTY)

"THIS AGREEMENT, made and entered into this 31st day of January, 1946, by and between G. H. Bonie (hereinafter called the Contractor) and Robert R. Nahrgang (hereinafter called the Owner),

W I T N E S S E T H:

"That the Contractor and Owner for the consideration herein stated hereby mutually agree as follows:

"1. The Contractor shall complete the construction and erection of two partly built apartment buildings located on the following described property, to-wit:

"All of that portion of Block 1, Division 1, lying West of the leasehold of M. A. Bowen, and a lot in Block 10, Division 1, beginning at an iron pin 200.67 feet East of the Northwest Corner of said block, thence East 113.3 feet to an iron pin, thence South 1° West 225.3 feet to an iron pin, and thence West 109.4 feet to an iron pin, and thence North 225 feet to a point of beginning; both parcels being part of the property owned by the Fairhope Single Tax Corporation, Fairhope, Alabama, and recorded by plat of September 13, 1911, in the Probate Records of Baldwin County, Alabama.

"The work shall be performed in a workmanlike manner so as to ready the two apartment houses for occupancy on or before the 1st day of June, 1947. The work shall be performed in accordance with drawings heretofore agreed upon by the parties hereto, which are hereby made a part of this contract by reference in the same manner as if incorporated herein. The Contractor shall furnish and provide all materials necessary for the proper performance of the above described work, except the following:

- (a) Reinforcing bars and mesh
- (b) Doors
- (c) Hardware
- (d) Window glazing
- (e) All materials normally used in the performance of the excluded items of work appearing in the next following paragraph

"The Contractor shall supply all necessary labor; i.e., duly qualified and experienced artisans, workmen and foreman, to perform the above described work, except that the following items of work shall be performed by the Owner or others and are hereby excluded from this contract:

- | | |
|----------------|----------------------|
| (a) Plumbing | (d) Painting |
| (b) Electrical | (e) Kitchen Cabinets |
| (c) Heating | (f) Built-Up Roofs |
| | (g) Sidewalks |

"Upon completion, the Contractor shall remove all surplus materials, construction plant and rubbish from the premises.

"2. It is mutually understood and agreed that before any of the payments herein set forth are paid, the Owner or his agent will inspect to determine if the work performed is in accordance with the drawings. If the said work so inspected has been performed in accordance with the terms of this contract and the drawings referred to, the Owner or the Owner's agent shall so certify and the Contractor shall be entitled to payment therefor as provided herein.

"3. As consideration for the performance of the above described work the Contractor shall receive the sum of Twenty-Six Thousand, Nine Hundred Thirty-Eight and No/100 Dollars (\$26,938.00), subject to additions and deductions as herein provided, and the final amount so determined shall be the contract amount. Payment of the balance of the monies due the Contractor by the Owner shall be made as follows:

"Upon the completion of seventy-five per cent (75%) of the exterior stucco Six Thousand, Five Hundred and No/100 Dollars (\$6,500.00); upon the satisfactory completion of installation of the termite-proofed frame partitions in the building designated as Building Number One One Thousand, Five Hundred and No/100 Dollars (\$1,500.00); upon the satisfactory completion installation of the termite-proofed frame partitions in the building designated as Building Number Two Seven Hundred Fifty and No/100 Dollars (\$750.00); upon the satisfactory completion of the installation of the lath on the partitions and ceiling on building designated as Building Number One One Thousand, Two Hundred and No/100 Dollars (\$1,250.00); upon the satisfactory completion of the installation of the lath on the partitions and ceilings on buildings designated as Building Number Two Five Hundred and No/100 Dollars (\$500.00); upon the satisfactory completion of all plastering work in the building designated as Building Number One Three Thousand and No/100 Dollars (\$3,000.00); upon the satisfactory completion of all plastering work in the building designated as Building Number Two One Thousand and No/100 Dollars (\$1,000.00); upon the satisfactory completion of all of the remainder of work to be performed by the Contractor in and on building designated as Building Number One in accordance with the terms of this agreement Two Thousand and No/100 Dollars (\$2,000.00); the balance of the contract amount, together with any and all monies due the contractor as additional

consideration shall become due and payable upon the satisfactory completion of all of the remainder of the work to be performed in accordance with the terms of this agreement.

"4. If the Contractor shall be delayed in the performance of the work by any act or neglect of the owner or by any reasonable unforeseeable act which the owner deems beyond the control of the contractor, then the time of completion shall be extended for a period equal to the length of such delay and the contract shall be extended automatically thereby for that period of time. Notice of such delay and the reason therefor shall be reduced to writing and mailed to the Owner by the Contractor, and only such delays as are mutually agreeable between the Owner and the Contractor shall operate to extend the time of performance of this contract.

"5. If the Owner by written order to the Contractor shall require any deviation from the said drawings, the Contractor shall carry out such work in a workmanlike manner at such additional cost as shall be mutually agreeable between the Contractor and the Owner.

"6. If the Contractor should neglect to prosecute the work properly in accordance with the drawings as agreed and in so far as is practicable and possible under the circumstances, or fail to perform any provision of this contract, the Owner, seven (7) days after written notice to the Contractor, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment or payments then or thereafter due the Contractor. If the Contractor should be adjudged a bankrupt or if he should make a general assignment for the benefit of his creditors or if a receiver should be appointed on account of his insolvency or if he should fail to supply properly skilled workmen or if he should fail to make payment to laborers or employees or persistently disregard laws or ordinances of the City of Fairhope or of the State of Alabama or otherwise, be guilty of a substantial violation of any provisions of this contract, then the Owner without prejudice to any other right or remedy may seven (7) days after giving the Contractor written notice, terminate the employment of the Contractor and take possession of the premises, tools and appliances thereon belonging to the Contractor and finish the work by any method he may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, such excess shall be paid to the contractor, but if such expense shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the Owner as damages for non-performance of his contract.

"7. The Contractor will furnish to the Owner upon demand a surety bond for the full amount of the contract or other guarantee of performance either of which shall guarantee the faithful performance of this contract, and either of which shall be satisfactory to and approved by the Owner.

"8. Neither party shall assign this contract without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder.

"9. It is mutually understood and agreed that any or all prior agreements in regard to the aforesaid buildings are declared to be null and void.

"IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, in duplicate, on the day and date first hereinabove written.

(Signed) G. H. Bonie (SEAL)

(Signed) Robert R. Nahrgang (SEAL)

"Witness:

C. Royer

E. McKinley"

And the plaintiff says that, although he has complied with all its provisions on his part, the defendant has failed to comply with the following provisions thereof, viz:

The defendant failed and refused on proper and reasonable demand of the plaintiff, to furnish satisfactory surety bond or other guarantee of performance, in breach of the terms and provisions of Paragraph 7 of said agreement.

The defendant on, to-wit, the 25th day of November, 1946, ceased all work upon said buildings, and since that time he has wholly failed and refused to furnish any labor or to continue in any manner in the performance of any further work upon said buildings.

Van Antwerp & Rector
Attorneys for Plaintiff

Defendant's address is

Foley, Alabama