

ROBERT R. NAHRGANG,

Plaintiff,

VS

G. H. BONIE,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 1009A

DEMURRER

Now comes the Defendant and for demurrer to the Complaint  
and to each and every count, separately and severally says:

1. It does not state a cause of action.

Forest A. Christman  
(13)

Attorney for Defendant

RECORDED

FB 16

Demurre

RECORDED

Filed

2-12-47

Alice J. Neuk  
Register

RECORDED

1816

Demurres

Filed

2-12-47

Alice J. Neuch  
Register

ALLAN R. CAMERON  
ATTORNEY AT LAW  
FIRST NATIONAL BANK ANNEX  
P.O. BOX 115  
MOBILE 1, ALABAMA

September 22, 1953

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

Re: Robert R. Nahrgang  
Vs: G. H. Bonie

Dear Mrs. Duck:

I am enclosing pleas which I shall appreciate you accepting for filing in the behalf of the defendant. It is my recollection that this case has been specially set for trial on October 9.

Yours very truly,



Allan R. Cameron

ARC/cb  
Enc.

ROBERT R. NAHRGANG,	)	IN THE CIRCUIT COURT OF
	)	
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
	)	
-vs. -	)	AT LAW.
	)	
G. H. BONIE,	)	CASE NO. _____
	)	
Defendant.	)	

PLEAS

Comes the defendant in the above entitled cause and files the following separate and several pleas.

ONE


That the allegations contained in the plaintiff's complaint are untrue.

TWO

The defendant further says that there is a failure of consideration of the contract sued upon in this action in that the plaintiff, through fraud, deceit and false statements, induced the defendant to sign said contract, stating to the defendant in the plaintiff's Fairhope office that the contract was the same contract which the defendant had read in Mobile, Alabama and which was prepared in the office of the plaintiff's attorney, which said contract was supposed to contain the provision whereby the plaintiff was to pay the defendant \$6,500.00 cash upon the defendant's signing of said contract. The plaintiff further induced the defendant to sign said contract by exhibiting to the defendant the plaintiff's check for \$6,500.00 payable to the order of the defendant. Immediately after the defendant signed the contract sued on in this action the plaintiff destroyed or otherwise disposed of the said \$6,500.00 check and refused and has failed to pay the defendant the sum of \$6,500.00 agreed upon as due the defendant by the plaintiff.

THREE

The defendant further says that the contract sued upon in this action was not signed by the plaintiff and the defendant on the 31st day of January, 1946, but was executed some time during the Month of December, 1946, and that the defendant's signature was secured on said contract through fraud, deceit or trickery of the plaintiff in that the plaintiff told the defendant it was the same contract the defendant had read the day before the signing which contained an agreement on the plaintiff's part to pay the defendant \$6,500.00 upon signing of said contract. Immediately before the defendant signed said contract in the plaintiff's office in Fairhope, Alabama, plaintiff exhibited to the defendant his check for \$6,500.00 payable to the order of the defendant, plaintiff immediately destroyed or otherwise disposed of said \$6,500.00 check and refused to pay the plaintiff said sum as agreed upon between the parties.

  
Attorney for Defendant.

1019A

FILED

SEP 24 1953

ALICE J. DUCK, Clerk

ROBERT R. NAHRGANG,

PLAINTIFF,

VS

CH H. BONIE,

DEFENDANT.

IN THE CIRCUIT COURT OF

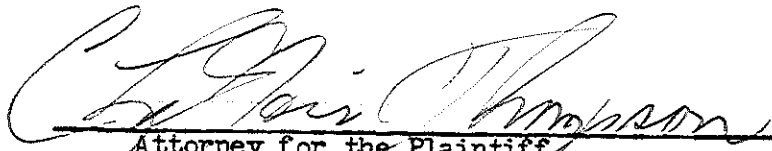
BALDWIN COUNTY, ALABAMA

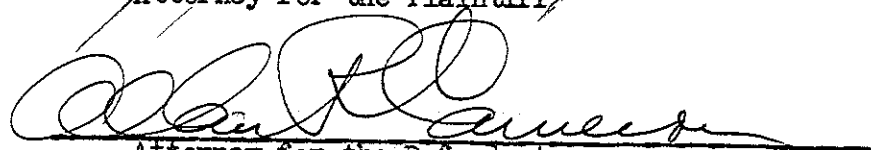
AT LAW

CASE NO. \_\_\_\_\_.

Comes the parties to the above styled cause by their attorneys of record and agree to a judgment for the Plaintiff in the amount of Two Hundred (\$200.00) Dollars and costs.

The said parties by their attorneys of record further agree that said judgment entry may be entered without further delay in said cause.

  
Attorney for the Plaintiff

  
Attorney for the Defendant



STATE OF ALABAMA

BALDWIN COUNTY

Before me, John H. Brown, a Notary Public in and for said County in said State, personally appeared Cecil G. Chason, who is known to me, and who after being by me, first duly and legally sworn, deposes and says under oath as follows:

That his name is Cecil G. Chason; that he is attorney for Cary & Co., a corporation of Pensacola, Florida; that on the 27th day of November, 1946, G. H. Bonie executed a note payable to said Cary & Co., Inc. in the principal amount of One Thousand Two Hundred Twenty-Five & 19/100 Dollars (\$1,225.19); that this note carried interest at the rate of six per cent (6%) per annum from date, and that it was payable thirty (30) days after date; that he is informed and believes and from such information and belief, so states that the following is a true and correct list of all credits on said note, viz:-

June 11, 1947; By Cash . . . . .	\$ 75.00
July 1, 1947; By Cash. . . . .	75.00
October 6, 1947; By Credit . . . . .	200.00
October 22, 1947; By Credit for Cabinets .	252.00
November 3, 1947; By Credit for Cabinets .	84.00

Total Paid. . . . . \$686.00;

that said suit was filed for the face value of said note and for interest at the rate of six per cent (6%) per annum, and for One Hundred Fifty Dollars (\$150.00) as reasonable attorney's fees, as provided in said note; that the total amount, before allowance of credits and payments, due on the 4th day of October, 1948, was as follows:

Principal. . . . .	\$1225.19
Interest . . . . .	140.94
Attorney's Fees. . . . .	150.00

Total . . . . . \$1516.13  
Less Credits. . . . . 686.00

Bal. now due. . \$ 830.13;

that the above is true and correct to the best of affiant's knowledge, information and belief.

Sworn to and subscribed before me,  
a Notary Public, on this 22 day  
of October, 1948.

C. G. C.

John H. Brown  
Notary Public, Baldwin Co., State of Ala.

complaint on

G. H. Bonnie  
\_\_\_\_\_  
\_\_\_\_\_  
C. E. Garrett Sheriff  
By H. F. Hall Deputy Sheriff

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY  
ALABAMA

AT LAW. NO. 1819A

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ROBERT R. NAHRGANG,  
PLAINTIFF

VS

G. H. BONNIE,  
DEFENDANT

\*\*\*\*\*

C O M P L A I N T

\*\*\*\*\*

Filed 1-13-47.

Alice J. Ruch  
Clerk  
LAW OFFICES OF  
VAN ANTWERP & RECTOR  
352 ST. FRANCIS STREET  
MOBILE 13, ALABAMA