

W. M. BRANTLEY and
EMMA F. BRANTLEY,

Plaintiffs

-VS-

G. H. BONIE,

Defendant

IN THE CIRCUIT COURT

THE 28TH JUDICIAL CIRCUIT

OF ALABAMA

NO. 1301

D-E-M-U-R-R-E-R

Come the Plaintiffs, W. M. and Emma F. Brantley, and demur to the plea as a whole, of the Defendant labeled "Answer and Counter Claim," heretofore filed in this cause, and to each and every part, paragraph and allegation thereof, separately and severally, and as grounds of said demurrer set out and assign, as a whole, and separately and severally to each and every part, paragraph and allegation contained in said plea, the following:

1. For that said plea sets up no lawful defense to original complaint filed in this cause.
2. For that said plea is not in lawful form as an answer to the original action on which plaintiffs may join issue.
3. For that the matters and things set out, if true, do not constitute a legal defense to said original action.
4. For that said plea relies on pure conclusions of the pleader as a defense to original action.
5. For that said plea relies on unlawful conclusions of the pleader as a defense to original action.
6. For that said plea is vague, uncertain and indefinite, and does not sufficiently apprise plaintiffs of the defense sought to be set up by defendant.
7. For that said plea is bad for duplicity in attempting to state an account; to claim for goods, etc. sold, and to enforce a lien, all purporting to be in defense of original action.
8. For that said plea fails to sufficiently claim set-off or recoupment in defense of original action.

9. For that said plea shows on its face no facts to state or to infer any set-off is claimed in defense of original action.

10. For that said plea is insufficient in law as a claim of set-off or recoupment.

11. For that said plea attempts to claim a sum far less than that claimed against defendant as a defense to original action.

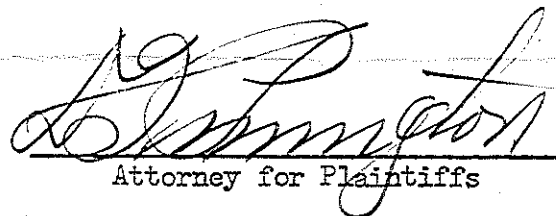
12. For that there is no offer of set-off or recoupment contained in said plea, nor claim of any excess thereof.

13. For that the matters and things set out in defendant's said plea do not constitute matters of exclusive equity jurisdiction.

14. For that it is affirmatively shown that defendant has a clear and adequate remedy at law, for any alleged counterclaim.

15. For that no allegations appear, nor are any facts shown in plea, of equitable jurisdiction nor which cannot be duly adjudicated in a court of law.

16. For that said plea is in irregular and unlawful form as partaking of the nature both of a plea at law and a bill of complaint in equity.


Attorney for Plaintiffs

RECORDED

IN THE CIRCUIT COURT FOR THE
28TH JUDICIAL CIRCUIT OF ALABAMA

NO. 1301

W. M. BRANTLEY and
EMMA F. BRANTLEY,

Plaintiffs

vs.

G. H. BONIE,

Defendant

PLAINTIFFS' DEMURRER TO
DEFENDANT'S ANSWER &
COUNTER CLAIM

D. F. PENNINGTON
920 Frank Nelson Building
Birmingham, 3, Alabama
ATTORNEY FOR PLAINTIFFS

FILED

APR 8 1949

ALICE J. DICK, Clerk

DEMAND FOR BILL OF PARTICULARS

W. M. BRANTLEY and
EMMA F. BRANTLEY,

Plaintiffs

vs.

G. H. BONIE,


Defendant

IN THE CIRCUIT COURT FOR
THE 28TH JUDICIAL CIRCUIT
OF ALABAMA.

NO. _____

TO: DEMPSEY F. PENNINGTON, ATTORNEY FOR W. M. BRANTLEY AND EMMA F. BRANTLEY,
PLAINTIFFS, BIRMINGHAM, ALABAMA.

Demand is hereby made upon you for a full and complete list of items
composing the account sued on in the case of W. M. BRANTLEY and EMMA F.
BRANTLEY vs. G. H. BONIE, now pending in the Circuit Court of Baldwin
County, Alabama.


Forest A. Christian, Foley, Alabama
Attorney for Defendant

Handwritten note:
Plaintiffs
vs.
Defendant

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COURT HOUSE
BALDWIN COUNTY
ALABAMA

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BALDWIN COUNTY
ALABAMA

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DEMAND FOR BILL OF PARTICULARS

W. M. BRANTLEY and EMMA F.
BRANTLEY

Plaintiffs,

vs.

G. H. BONIE,

Defendant

IN THE CIRCUIT COURT FOR
THE 28TH JUDICIAL CIRCUIT
OF ALABAMA.

NO. 1301

Filed 3-25-49
A. H. Such
Clerk

W. M. BRANTLEY and
EMMA F. BRANTLEY,

Plaintiffs

vs.

G. H. BONIE,

Defendant

IN THE CIRCUIT COURT FOR
THE 28TH JUDICIAL CIRCUIT
OF ALABAMA.

NO. _____

DEFENDANT'S ANSWERS TO PLAINTIFF'S INTERROGATORIES

Comes G. H. Bonie, the Defendant, in the above styled cause and after being duly sworn, answers the interrogatories as follows:

1. Yes.

2. Foley, Alabama.

3. Foley, Alabama.

4. No, no state license, but licensed to operate in Baldwin County, Alabama.

5. Yes.

(a) Dr. and Mrs. Brantley, the Plaintiffs, at their residence in Ensley, Alabama, on October 9, 1948.

6. Yes, changes and alterations were made.

(a) 2750 new brick, due to old brick not usable.....\$110.00

Painting building, outside, not included in contract, 2 coats of waterproof paint, (one extra coat necessary to prevent water from penetrating through wall.)

Materials \$38.20

Labor 27.00

Extra plumbing rough in,

65.20

Paid Bogan & Bogan \$ 76.00

Foley Pl. & Htg. Co. 12.00

Paid Erdman 100.00

Due Erdman 204.68

\$392.68

Original bid by Erdman - \$316.00

Extra cost..... 76.68

Installation of electric pump..... 17.50

One extra door and hardware (front)..... 20.15

Two-circuit panels for electric pumps..... 50.00

1 extra entrance outlet (two installed instead of one on advise of owner..... 25.00

2 hot water heater outlets, 2-circuit breakers..... 20.00

Light fixtures..... 21.00

11 60-watt lamps..... 1.32

2 safety valves for heaters.....		8.40
Concrete floor on porch, rear and front steps....		36.00
Installation of pump and checking well.....		21.00
2 electric water heaters	\$145.00	
Transportation	10.00	
2% sales tax	<u>2.90</u>	157.90
1 Electric pump.....		<u>98.00</u>
	Total of extras....	\$728.15

(b) Changes were necessary to carry the building to completion in a workmanlike manner and certain changes were made on instructions from owners. Also, since this was an old garage, it was found necessary to do additional work and to furnish new and additional materials.

(c) As work progressed and changes became necessary.

(d) The entire crew was present when these changes were made.

(7) Yes, complete 100% and also additional work as itemized.

(8) No separate plans or specifications other than itemized in contract.

(9) Yes.

(10) Yes.

(11) Yes, used Zonalite aggregate plaster, which is better and much more expensive than ordinary plaster as provided for in said contract.

(12) Yes.

(13) Yes.

(14) No.

(a) Brick had been set on cement mortar making it impossible to be reused. For this reason all new brick had to be used.

(15) Yes.

(a) One coat of filler was applied.

(b) One coat of varnish was applied.

(c) Yes.

(1) One coat of clear shellac was applied.

(16) Two coats of oil paint were applied in all cases and on some walls three or four coats.

(17) No.

(a) There was no room to install them.

(18) Yes, including extras as itemized.

(b) Yes.

(c) Yes.

(d) Yes.

(e) All as agreed upon plus extras as itemized under 6a.

(19) Yes, new brick was used.

(a) 2750 new brick were used where needed.

(b) Yes.

(c) On a visit to their home in Ensley.

(20) Yes.

(a) I do not know but I had suitable faucets on hand.

(21) I offered to purchase furniture and equipment at wholesale prices.

(b) I received \$1166.00 payment at one time to be applied on entire transaction.

(c) Yes I furnished all furniture and equipment, except ranges, refrigerators and certain items of furniture, which items are purchased and ready for delivery upon settlement of balance due me as itemized.

(22) Yes.

(23) No.

(a) As itemized above.

(24) No.

(a) All workmen have been paid in full except the plumber, who claims a balance of \$204.68, for work done for me and also work performed at the request of Mrs. Brantley.

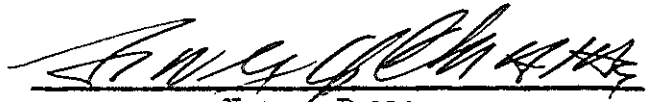
(25) Forest A. Christian.

(26) Yes.



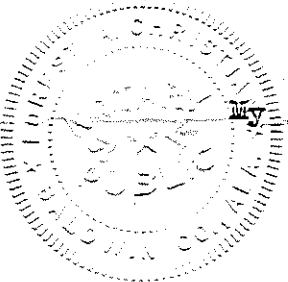
G. H. Bonie, Affiant-Defendant

Sworn to and subscribed before me, a Notary Public in and for Baldwin County, Alabama, this the 23rd day of March, 1949.



Notary Public

My commission expires:
12/27/49



RECORDED

DEFENDANT'S ANSWERS TO
PLAINTIFF'S INTERROGATORIES

W. M. BRANTLEY AND EMMA F.

BRANTLEY

Plaintiffs

vs.

G. H. BONIE,

Defendant

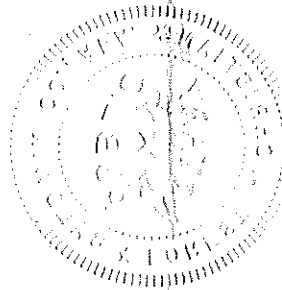
IN THE CIRCUIT COURT FOR
THE 28TH JUDICIAL CIRCUIT
OF ALABAMA

NO. 1301

FILED

MAR 25 1949

ALICE J. DUCK, Clerk



MECHANICS' LIEN

THE STATE OF ALABAMA,)
)
BALDWIN COUNTY.)

G. H. Bonie files this statement in writing, verified by the oath of G. H. Bonie, who has personal knowledge of the facts herein set forth:

That said G. H. Bonie claims a lien upon the following property, situated in the County of Baldwin, State of Alabama, to wit:

One (1) duplex residence situated on Lots Twenty (20) and Twenty-one (21), Block Four (4), Ludeking's Addition to the village of Elberta.

This lien is claimed, separately and severally, as to both the buildings and improvements thereon, and the said land.

That said lien is claimed to secure an indebtedness of EIGHT HUNDRED FIFTY ONE & 71/100 DOLLARS (\$851.71), with interest from to wit: the 1st day of February, 1949, for building materials, equipment, furnishings, labor and contractor's commission for repairing a garage into a duplex dwelling.

The names of the owners or proprietors of the said property are W. M. Brantley and Emma F. Brantley.

G. H. Bonie

Claimant

Before me, Forest A. Christian, a Notary Public in and for the County of Baldwin, State of Alabama, personally appeared G. H. Bonie, who being duly sworn, doth depose and say: That he has personal knowledge of the facts set forth in the foregoing statement of lien, and that the same are true and correct to the best of his knowledge and belief.

G. H. Bonie

Affiant

Subscribed and sworn to before me on this the 25th day of March, 1949, by said affiant.

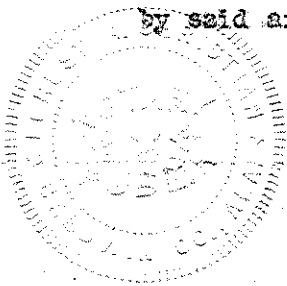
Forest A. Christian
Notary Public

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AMANDA TO EATERS
BUTTER COOKING

also sent by delivery, "Gulliver" in literature and sold at home in 1900
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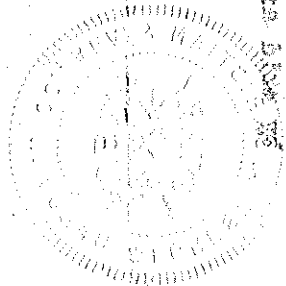
MECHANICS' LIAISON

W. L. BRANTLEY and
E. F. BRANTLEY
TO
G. H. BONIE

FILED

MAR 12 1949

ALICE J. DUCK, Clerk



[Handwritten signature]

W. M. BRANTLEY and
EMMA F. BRANTLEY,

Plaintiffs

vs.

G. E. BONIE,

Defendant

IN THE CIRCUIT COURT FOR
THE 28TH JUDICIAL CIRCUIT
OF ALABAMA.

NO. _____

ANSWER AND COUNTER CLAIM

1.

Comes the Defendant and for answer says that he is not indebted to the Plaintiffs but that the Plaintiffs are justly indebted to him, after allowing all due credits, in the amount of EIGHT HUNDRED FIFTY ONE & 71/100 DOLLARS (\$851.71).

2.

The Defendant claims of the Plaintiffs the sum of EIGHT HUNDRED FIFTY ONE & 71/100 DOLLARS (\$851.71), together with interest thereon, due from them by account on, to wit: the 1st day of February, 1949, which sum of money, with interest thereon, is still unpaid.

3.

The Defendant claims of the Plaintiffs the sum of EIGHT HUNDRED FIFTY ONE & 71/100 DOLLARS (\$851.71), together with interest thereon, due from them on account state between the Defendant and the Plaintiffs, on, to wit: the 1st day of February, 1949, which sum of money, with interest thereon, is still unpaid.

4.

The Defendant claims of the Plaintiffs the sum of EIGHT HUNDRED FIFTY ONE & 71/100 DOLLARS (\$851.71), together with interest thereon, due from them for merchandise, goods and chattels sold by the Defendant to the Plaintiffs on, to wit: the 1st day of February, 1949, which sum of money, with interest thereon, is still unpaid.

5.

The Defendant has filed a Mechanic's Lien against the dwelling and Lots 20 and 21, Block 4, Ludeking's Addition to the Village of Elberta, Alabama, in the office of the Judge of Probate of Baldwin County, Alabama, on which property certain improvements were made by the Defendant, which lien was filed within six months after the maturity of the entire indebtedness to the Defendant by the Plaintiffs.

6.

The Defendant requests that this case be transferred to the Equity Docket in order to enforce said Mechanics' Lien.

PRAYER FOR PROCESS

The Defendant prays that the Plaintiffs be made parties to this suit and that the usual process of this Honorable Court issue to him in the form and manner prescribed by law, requiring them to plead, answer or demur to this Answer and Counter Claim within the time prescribed by law.

Answer and Counter Claim.

W. M. Brantley and Emma F. Brantley vs. G. H. Bonie - continued.

Page # 2.

PRAYER FOR RELIEF

The Defendant prays that the Court will order a reference to be had to determine the amount of the indebtedness due by the Plaintiffs to the Defendant for the work and labor done by the Defendant for the Plaintiffs, as described in this Answer and Counter Claim, and will, by a proper decree, confirm the report of the Register and render a decree in favor of the Defendant against the Plaintiffs for the full amount due by the Plaintiffs to the Defendant, together with interest thereon, and fix and establish a lien on the above described property of the Plaintiffs to secure payment of the amount found to be due by the Plaintiffs to the Defendant. In the event the said indebtedness is not paid within some reasonable time to be fixed by the Court, Defendant further prays that the above described property be sold in satisfaction of the amount due by the Plaintiffs to the Defendant.

If the Defendant is mistaken in the relief prayed for by him in this Answer and Counter Claim, he then prays for such other, further and general relief as he may be equitably entitled to, the premises considered.

J. W. G. Chas. A. H.
Attorney for Defendant

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RECORDED

ANSWER AND COUNTER CLAIM

W. M. BRANTLEY and
EMMA F. BRANTLEY,

Plaintiffs

vs.

G. H. BONIE,

Defendant

IN THE CIRCUIT COURT FOR
THE 28TH JUDICIAL CIRCUIT
OF ALABAMA

NO. 1301

FILED

MAR 25 1949

ALICE J. DUCK, Clerk

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W. M. BRANTLEY and
EMMA F. BRANTLEY,

Plaintiffs.

vs.

G. H. BONIE,

Defendant.

IN THE CIRCUIT COURT FOR THE
28TH JUDICIAL CIRCUIT OF ALABAMA

NO. _____

INTERROGATORIES TO DEFENDANT

Come the Plaintiffs in the above styled cause, and desiring the testimony of the defendant, propound the following interrogatories:

1. Are you the defendant in this cause?
2. State your correct present address.
3. State each and every address at which you have lived during the last five years.
4. Are you a licensed building contractor in the State of Alabama.
 - (a) If so, list serial number of your state contractor's license.
5. Did you agree with the plaintiffs or either of them to perform the work and furnish the materials stipulated in the written contract, a copy of which is attached to the original bill of complaint?
 - (a) If so, state when and where you agreed and who was present at the time said contract was executed.
6. If said written contract was executed by and between the plaintiffs and the defendant, state whether or not the terms of the same, or any of them, were ever altered or changed in any manner whatsoever by agreement of the parties, or otherwise.
 - (a) If you say such changes were made, list and itemize each such change from the terms of the written agreement which was agreed to between plaintiffs and the defendant.
 - (b) State under what circumstances such changes were made.
 - (c) State when such changes were made.
 - (d) State who was present at the time such changes were made.
7. Did you do or perform all of the work and furnish all of the materials as stipulated in the aforesaid agreement?
 - (a) If you say you did not do all the work or furnish all the materials as stipulated, state which of the said work or said materials you failed to perform or to furnish.
8. Was the aforesaid written agreement accompanied by plans and/or specifications for the work to be done, which plans or specifications became a part of the aforesaid agreement?
9. Were all dimensions as shown on the plans readjusted by you to fit existing openings in the building?
 - (a) If not, state which of said dimensions were not so adjusted by you and explain why said dimensions were not so adjusted?
10. Did you install a wooden floor in the building approximately ten inches above original floor?

(a) If not, state why you did not install such floor.

11. Did you apply one coat of plaster bond and one coat of plaster on all masonry walls?

(a) If not, state why not.

12. Were all partitions installed with frame construction by you, as shown on plans, as a part of the aforesaid written agreement?

(a) If not, state which such partitions were not so installed by you and why they were not so installed.

13. Was existing brick partition in the aforesaid building removed by you and said partition remodeled according to the aforesaid agreement?

(a) If not, state why not.

14. If you say you removed the aforesaid brick partition, were the brick taken from said partition and reused in remodeling the aforesaid structure?

(a) If not, state why you did not reuse said brick.

15. Did you sand the floors which you installed in the aforesaid building under the said agreement after installation?

(a) If so, state whether one or more coats of filler was applied by you after the sanding job.

(b) State whether or not you applied one coat of varnish to said floor, and if you applied more than one coat, state how many.

(c) State whether or not you applied one or more coats of clear shellac to said floor.

(1) If so, state how many coats of clear shellac were applied by you and when they were so applied.

(2) If you state no shellac was applied to said floor, state the reason why said shellac was not applied.

16. Did you apply two coats of oil paint to the entire exterior and interior woodwork of the aforesaid building?

(a) If not, state how much of said woodwork received two coats of oil paint.

17. Did you install two built-in cabinets above the bathtubs in the aforesaid building?

(a) If not, state why you did not install such cabinets.

18. Did you install a complete wiring circuit as shown on the aforesaid plans, including outlets, in the aforesaid building?

(a) If not, state how many electrical outlets you did install under the aforesaid agreement.

(b) State whether or not you installed electrical outlets for two hot water heaters in said building.

- (c) State whether or not you installed electrical outlets for four electric heaters in the aforesaid building.
- (d) State whether or not you installed electrical outlets for two refrigerators in the aforesaid building.
- (e) State the total number of all electrical outlets installed by you in the aforesaid buildings.

19. State whether or not you used any new brick in the remodeling or alteration included in the aforesaid contract.

- (a) If so, state how many such brick you did so use and where they were used.
- (b) State whether or not you claim you advised the plaintiffs or either of them that such brick would be used before they were so used.
- (c) If you say you so advised the plaintiffs or either of them, state when and under what conditions you so advised them.

20. State whether or not you installed a complete system of plumbing in the aforesaid structure consisting of two complete bathrooms as shown on plans.

- (a) If you say you installed such plumbing system, state whether or not the plaintiffs furnished two or more faucets to the value of about \$16.00, to be used in connection with this installation.

21. Did you agree orally or otherwise with the plaintiffs, or either of them, to furnish certain household goods and furniture and fixtures, including two electric water heaters and two or more electric heaters for the sum of \$1,000.00 in addition to the aforesaid written agreement?

- (a) If you say you did not so agree, state in your own words what similar agreement you had or made with the plaintiffs or either of them as to your furnishing certain furniture and fixtures.
- (b) Did you receive \$1,000.00 in cash as payment for certain furniture and fixtures including the heaters aforementioned, before the same were furnished to the plaintiff?
- (c) Did you ever furnish any of the aforesaid furniture and fixtures on the aforesaid oral agreement? If so, itemize in detail the articles of said furniture or fixtures which you so furnished.

22. Have you at the time of answering these interrogatories, completed each and every item which you contracted to do or to furnish under both the oral and written agreements with the plaintiffs?

- (a) If not, itemize each of the items of work called for in the aforesaid agreements, or either of them, which you have not completed.

23. Have you received payment for all of the items of work and labor done or materials furnished under the aforesaid agreements, either written or oral, with the plaintiffs?


- (a) If not, state which items you have done or furnished, for which you have not been paid.

24. Are all your workmen, including electricians, plumbers, painters and carpenters fully paid for their services covering all the work they did or materials which they furnished on the aforesaid building?

(a) If not, state in detail which of the aforesaid person or persons has not been so fully paid and state the amount which you still owe such workmen.

25. State who is present at the time you answer these interrogatories.

26. State whether or not you are informed that your answers are made under oath and will become a part of the testimony in this case.



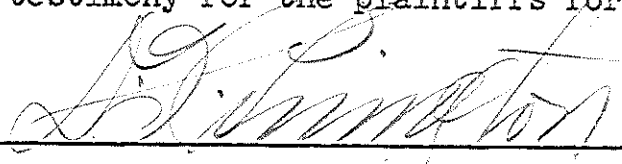
Attorney for Plaintiffs

STATE OF ALABAMA)

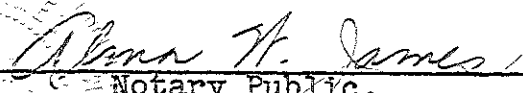
JEFFERSON COUNTY)

This day personally appeared before the undersigned authority, a Notary Public, in and for the above named State and County, one Dempsy F. Pennington, who is personally known to me, and who being by me first duly sworn, on oath deposes and says:

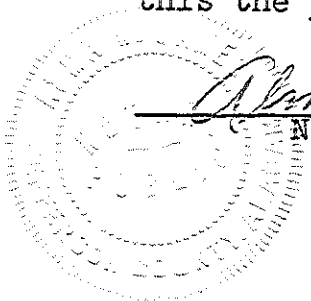
That he is the Counsel for the defendant in the above styled cause, and as such is authorized to make this affidavit, and that the defendant's answers to the foregoing interrogatories, when well and truly made, will be material testimony for the plaintiffs for use on the trial of this cause.



Sworn to and subscribed before me
this the 4th day of February, 1949.



Notary Public.



RECORDED

IN THE CIRCUIT COURT
28TH JUDICIAL CIRCUIT OF ALABAMA

NO. 1301

W. M. BRANTLEY and
EMMA F. BRANTLEY

Plaintiffs,

vs.

G. H. BONIE,

Defendant.

INTERROGATORIES TO DEFENDANT

DEMPSY F. PENNINGTON,
Attorney for Plaintiffs,
920 Frank Nelson Building,
Birmingham, Alabama.

FILED

FEB 7 1949

ALICE J. DUCK, Clerk

2-25
Received in Sheriff's Office
this 7 day of Feb, 1949
TAYLOR WILKINS, Sheriff

Executed 2-23 1949
by serving copy of within Summons and
Complaint on

G. H. Bonie

Taylor Wilkins Sheriff
By Edw. J. Stoddard Sheriff

STATE OF ALABAMA)

IN THE CIRCUIT COURT

BALDWIN COUNTY)

TWENTY-EIGHTH JUDICIAL CIRCUIT OF ALABAMA

TO ANY SHERIFF OF THE STATE OF ALABAMA - Greeting:

You are hereby commanded to summon G. H. Bonie to appear before Circuit Court to be held for said County, at the place of holding the same, within thirty days from service of this process, then and there to answer the complaint of W. M. Brantley and Emma F. Brantley.

Witness my hand, this the 1st day of February, 1949.

W. J. Duck
Clerk.

C O M P L A I N T

W. M. BRANTLEY and
EMMA F. BRANTLEY,

Plaintiffs

vs.

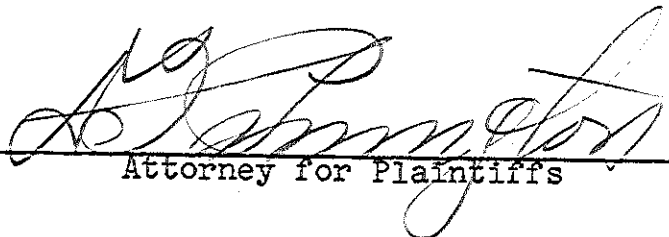
G. H. BONIE

Defendant.

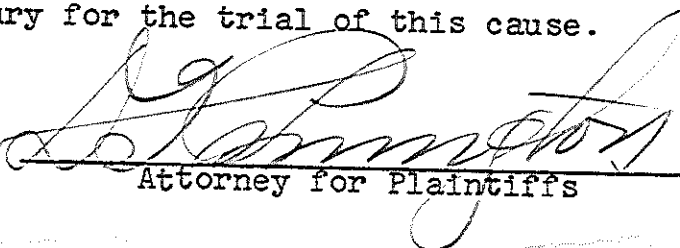
COUNT ONE

Plaintiffs claim of the defendant the sum of Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars as damages for breach of contract for that heretofore on, to-wit, October 9, 1948, the plaintiffs and the defendant entered into a contract in writing by the terms of which the defendant agreed to do and perform certain work and labor and to furnish certain materials for the repair, replacement or alteration of a certain building or buildings located at or near Foley, Alabama, a true and correct copy of which said agreement is attached to this Bill of Complaint and is hereby made a part thereof as fully as if set out herein, with leave of reference thereto. And plaintiff avers that subsequent to the date of execution of the above agreement, plaintiffs contracted with the defendant to furnish certain furniture and household furnishings, including electric heaters and stoves for an additional stipulated price of \$1,000. And plaintiffs aver that the defendant was paid \$1,000.00 in cash in compliance with the terms of the said oral agreement and plaintiffs aver that defendant failed and refused to furnish or supply the aforesaid household goods and furnishings and it became necessary for plaintiffs to supply said household goods and furnishings at their own expense from other and different sources. And plaintiffs further

aver that there was paid to the defendant the sum of \$3,000.00 in cash to apply upon the stipulated agreed price to be paid by the plaintiffs to the defendant under the terms of the aforesaid written contract, and that plaintiffs have been notified by certain mechanics and materialmen who did work upon the aforesaid building, the property of the plaintiffs, that said mechanics and materialmen did claim a lien upon the aforesaid building, including the real estate, to secure the payment of certain wages due them by the defendant in the approximate amount of \$500.00. And plaintiffs further aver that the defendant failed and refused to perform the work and labor and to furnish the materials required under the aforesaid written contract to its completion and that work and labor done under the aforesaid agreement by the defendant was not done in a skillful and workman-like manner as required by the terms of the aforesaid contract agreement. And plaintiffs further aver that they were required to spend much time and suffer great inconvenience and to expend large sums of money in and about the completion of the work and the furnishing of the goods and materials as stipulated in the aforesaid contracts with the defendant, all to the damage of the plaintiffs in the amount sued for.


Attorney for Plaintiffs

Plaintiffs demand a jury for the trial of this cause.


Attorney for Plaintiffs

AGREEMENT OF CONSTRUCTION

THE STATE OF ALABAMA }
BALDWIN COUNTY }

THIS AGREEMENT, made in duplicate, made and entered into by and between G. H. BONIE, CONTRACTOR, and DR. & MRS. W. M. BRANTLEY, OWNERS, WITNESSETH:

(1) The CONTRACTOR shall alter, replace and rebuild all partitions existing or as shown on plans, so as to obtain two complete apartments as per layout shown on plans.

(2) The CONTRACTOR shall complete the work so as to be ready for occupancy within 4 weeks, unless prevented by strikes, accidents, weather or other reasonable cause.

(3) The CONTRACTOR shall provide all the materials and perform all the work mentioned in said specifications or shown upon said drawings and shall provide all equipment necessary for the performance of said work and shall also provide duly qualified and experienced workmen to carry out the work.

(4) The OWNERS shall pay the CONTRACTOR for all of stipulated work the amount of \$3,753.00, as follows:

\$2,000.00 upon signing of this agreement;

\$1,000.00 upon submitting estimate of work performed within two weeks from date;

Balance upon completion of and acceptance of work.

SCOPE OF WORK

(1) All dimensions as shown on plans shall be readjusted as to fit present openings. All openings now existing and shown on plans shall be added by cutting existing wall.

(2) A wooden floor shall be put in, this floor is to be raised approximately 10" above existing floor.

(3) All masonry wall shall receive one coat of plaster bond and plaster.

(4) All partitions shall be frame construction and shall be spaced as shown on plans. Existing brick partition inside shall be removed and brick reused to remodel structure.

(5) All interior partitions and ceiling shall be covered with sheet rock properly applied.

(6) Floor throughout shall be "B" grade pine 1 x 4 T. & G., same shall be sanded and shall receive one coat of filler, one coat of varnish and one coat of clear shellac.

(7) All exterior and interior wood shall receive two coats of oil paint.

(8) All Walls and ceiling shall receive one coat of Kemtone paint of color selected.

(9) A complete wiring circuit shall be installed. All outlets as shown on plans shall be installed. All wiring shall be installed to pass Fire Underwriter specifications. All fixtures shall be selected by OWNERS and are not included in this agreement.

(10) a Complete system of plumbing shall be installed to pass the State Department of Public Health. Same shall consist of two complete bath rooms as shown on plans. Water heaters shall be furnished by OWNERS, installation of same is included in this agreement. A 500 gallon concrete septic tank shall be installed with proper drain field.

Upon completion of work all debris shall be removed and premises shall be left clean of trash, etc.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this the 9 day of October, 1948.

Witness:

(s) W. M. Brantley (SEAL)

(s) Emma Fox Brantley (SEAL)

Owners

(s) G. H. Bonie (SEAL)

Contractor

C O P Y

IN THE CIRCUIT COURT OF THE
28th JUDICIAL CIRCUIT OF ALABAMA

NO. 1301

W. M. BRANTLEY and
EMMA F. BRANTLEY

VS.

G. H. BONIE,

PLAINTIFFS,

DEFENDANT.

SUMMONS AND COMPLAINT

Plaintiffs' address:

3020 Avenue I, Ensley
Birmingham, Alabama

Defendant's address:

Foley, Alabama

DEMPSY F. PENNINGTON
Attorney for Plaintiffs.
920 Frank Nelson Building
Birmingham, Alabama

FILED
FEB 7 1949
ALICE I. DUCK, Clerk

Received in Sheriff's Office
this 7 day of Feb, 1949
TAYLOR WILKINS, Sheriff

Executed 2-25 1949
by serving copy of within Summons and
Complaint on

G. H. Bonie
Taylor Wilkins Sheriff
By Edleigh S. Standley Sheriff

LAW OFFICES
DEMPSY F. PENNINGTON
906-7 FRANK NELSON BUILDING
BIRMINGHAM 3, ALABAMA
PHONE 7-2631

February 5, 1949

Clerk of the Circuit Court
Twenty-Eighth Judicial Circuit
Bay Minette, Alabama

Re: W. M. Brantley and Emma F. Brantley
vs. G. H. Bonie

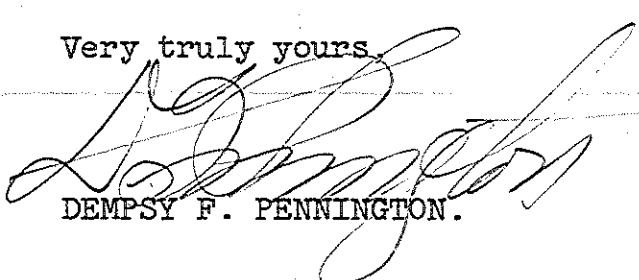
Dear Sir:

Enclosed is Summons and Complaint with additional copy, accompanied by Interrogatories to the Defendant in the above styled cause, which I will thank you to file and have proper process issued in the usual course out of your court.

I expect to secure local counsel for the trial of this cause.

Thanking you for your courtesy in this matter,
I am

Very truly yours,



DEMPSY F. PENNINGTON.

DFP:J
Encls.

NO 1301

WM Brantley &
Emma Brantley

VS

L. W. Bonie

Breach of Contract
Filed 2-7-49

1. Summary
2. Interrogatories

Alampay F. Pennington

LAW OFFICES
DEMPSY F. PENNINGTON

BIRMINGHAM, ALABAMA
TELEPHONE 54-7556

Stallings Building

April 20, 1950

Mr. Forest A. Christian, Attorney
Foley, Alabama

Dear Mr. Christian:

I have received the sum of \$17.40 from Dr. W. M. Brantley and Mrs. Emma F. Brantley and enclose herewith my check in this amount payable to your order.

This letter is your authority to have an order of dismissal issue in the Circuit Court ~~and~~ under docket number 1301 in the case of the above parties against Bonie, at the same time and of course contingent upon your releasing the mechanic's lien and your certifying the fact to your Circuit Clerk to that effect, the same time dismissing all counter-claims filed by Mr. Bonie in this cause.

I will depend upon you to handle this matter for me and will thank you to advise when this has been done. If you need further authorization or information from me please let me know.

Yours truly,

D. F. Pennington
Dempsy F. Pennington

DFP:vp

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

April 25, 1950

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

Re: W. M. & Emma F. Brantley
vs: G. H. Bonie
Docket # 1301

Dear Mrs. Duck:

Enclosed is a letter and check to pay the court costs in the above case. You will notice that the attorney for the Brantleys authorized you to dismiss the case upon my certifying to you that all claims have been released and that I dismiss all counter claims filed by Mr. Bonie.

I do hereby certify that the mechanics' lien filed against Dr. and Mrs. Brantley's property in the town of Elberta, Alabama, has been released, and I do hereby dismiss all counter claims filed by Mr. Bonie.

I am sending a copy of this letter to Mr. Dempsy F. Pennington to assure him that this matter has been taken care of.

Yours very truly,



Enclosures - 2.

1301

Dear Mr. [Name]
[Address]
[City, State, Zip]

My name is [Name]
[Address]
[City, State, Zip]

[Address]

On the [Date] I was [Location] and [Description]
[Detailed description of the event or situation]

I am [Name] and I am [Age] years old.
[Additional information about the sender]

[Signature]

[Address]
[City, State, Zip]

[Address]