

SMITH KELLY SUPPLY CO INC., a
corporation,

Plaintiff

vs.

G. H. BONNIE,

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

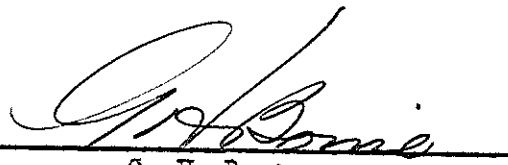
IN EQUITY

NO. 1314

ANSWER

Comes G. H. Bonnie and states to the Court that his name is G. H. Bonnie
and not G. H. Bonnie.

G. H. Bonnie files this answer only to inform the Court of the error
in the name and does not make his appearance generally but only for the
limited purpose since the Bill of Complaint was served on him by the Sheriff
of Baldwin County, Alabama.


G. H. Bonnie

no 1314

SMITH KELLY SUPPLY CO. INC.,
a corporation,

Plaintiff

vs.

G. H. BONNIE,

Defendant

IN THE CIRCUIT COURT OF

BAIDWIN COUNTY, ALABAMA

IN EQUITY NO. _____

FILED

MAR 26 1949

ALICE J. DUCK, Clerk


SMITH-KELLY SUPPLY CO. INC., a	:	
corporation,	:	IN THE CIRCUIT COURT OF
	:	BALDWIN COUNTY, ALABAMA
Plaintiff,	:	
versus	:	
G.H. BONNIE	:	
	:	IN EQUITY NO. _____
Defendant.	:	

COUNT ONE

The Plaintiff claims of the Defendant, One Thousand One Hundred and Thirty Dollars and Seventy-four cents (\$1130.74), due by promisory note made by him on the 16th day of July, 1948, and payable thirty (30) days after date, with interest thereon.

Plaintiff further claims of the Defendant a reasonable attorneys fee for his Attorney of Record in this cause, which the Defendant agreed to pay by the written provisions of said note and which he avers is Two Hundred Twenty Six Dollars and Fifteen cents (\$226.15).

Plaintiff avers that the Defendant did by the written provisions of said note waive all right of exemption under the Constitution and Laws of the State of Alabama, as to personal property, as to all indebtedness due by said note, including the principle, interest and attorneys fee and Plaintiff claims judgment with waiver of exemption as to personal property, for all of said indebtedness.


 George S. Taylor
 Attorney for Smith-Kelly Supply
 Co., Inc.

Defendants address is:
 Foley, Alabama

W 1314

FILED

FEB 23 1949

ALICE L. DUCK, Clerk

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA, }
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 1314

-----TERM, 194-----

TO ANY SHERIFF OF THE STATE OF ALABAMA :

You Are Hereby Commanded to Summon G. H. 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. H. Bonnie-----, Defendant-----

by Smith-Kelly Supply Company-----

-----, Plaintiff-----

Witness my hand this 23rd day of February 1949

W. J. Eust-----, Clerk.

2-25

No. 1314-----

Page-----

THE STATE of ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT

SMITH-KELLY SUPPLY CO., INC
a corporation vs. Plaintiffs

G. H. BONNIE

Defendants

SUMMONS and COMPLAINT

Filed 2-23, 1949

W. J. Smith Clerk

Plaintiff's Attorney

Defendant's Attorney

Moore Printing Co.

Defendant lives at

RECEIVED IN OFFICE

2-23, 1949

Taylor Wilkins, Sheriff

I have executed this summons

this 2-25, 1949
by leaving a copy with

G. H. Bonnie

Taylor Wilkins Sheriff

Edleigh Stoddard Deputy Sheriff

GEORGE S. TAYLOR
ATTORNEY-AT-LAW
908-909 FIRST NATIONAL BANK BUILDING
DIAL 2-1356
MOBILE, ALABAMA
May 20, 1949

Hon. Alice J. Duck, Clerk
Circuit Court Baldwin County
Court House
Mobile, Alabama

In Re: Smith-Kelly Supply Co. VS G.H. Bonie <
Judgment rendered for Plaintiff on April 26,
1949 for \$1364.83

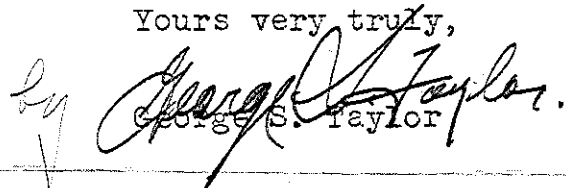
Dear Madam:

I have been informed by the Hon. Taylor Wilkins, Sheriff of Baldwin County that execution has been issued on the above designated judgment and has been returned, "No property found".

Therefore, I hereby make written request for and on behalf of the Plaintiff in the above styled cause that you request discovery of assets of the Judgment Debtor (defendant) as required by law and more particularly as required by Article 2, Title 7, Section 903-907, both inclusive, of the Code of Alabama of 1940.

I will greatly appreciate it if you will give this matter your immediate attention and will advise me of the return date of the Discovery of Assets after same shall have been served upon the Judgment Debtor.

Yours very truly,

by 
George S. Taylor

GST/gb
CC: Smith-Kelly Supply Co.
Mobile,
Alabama

Inter
5-24-49
Alec J. Huch
Clerk

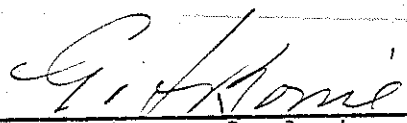
SMITH-KELLY SUPPLY COMPANY,) IN THE CIRCUIT COURT OF
 Plaintiff) BALDWIN COUNTY, ALABAMA
 VS.)
 G. H. BONIE,)
 Defendant.) AT LAW. NO. _____

Now comes G. H. Bonie, the Defendant in the above styled cause, and in obedience to the notice heretofore served on him in this cause for statement of his assets and says: That he has no money, no bonds, no accounts receivable, no real property nor any interest therein except as is set forth herein below; that his personal property consists of the following: clothing to the value of \$150.00, jewelry and personal affects to the value of \$50.00; that he and his wife, Mabel Bonie, are the co-holders of a note, dated September 17, 1948, in the amount of \$5,000.00, payable to their order and secured by a vendors lien deed properly executed by Bonie Built Homes, Inc., a corporation, by its President, James W. Moore, that said note is payable on September 15, 1950; that he holds the following choses in action:

G. H. Bonie vs. Calla Mae Tanner (suit on a contract secured by lien, approximate amount \$8,100.00)
 G. H. Bonie vs. Fred Griffin (suit on a contract, approximate amount \$15,197.61)
 G. H. Bonie vs. Dr. and Mrs. W. M. Brantley (suit on contract secured by lien, approximate amount \$851.71)

That the following judgments have been taken against him:

Cary and Company vs. G. H. Bonie (Approximate amount due \$400.00)
 McKean Hardware Co. vs. G. H. Bonie (Approximate amount due \$150.00)
 Riley-Stuart Hardware Co. vs. G. H. Bonie (Approximate amount due \$125.00)
 J. F. Walker vs. G. H. Bonie (Approximate amount due \$1,750.00)
 Smith-Kelly Supply Co. vs. G. H. Bonnie (Approximate amount due \$1,300.00)


 G. H. Bonie, Defendant

STATE OF ALABAMA)
 COUNTY OF MOBILE)

Personally appeared before me, Billie M. Kelly, a Notary Public in and for the State of Alabama At Large, G. H. Bonie who being duly

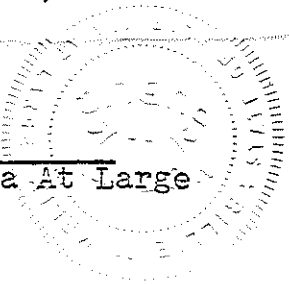
sworn, says on oath that he is the Defendant in the above styled cause and that to the best of his knowledge, information and belief the foregoing statement is a full, true and correct statement and description of his assets.

G. E. Bonie

G. E. BONIE

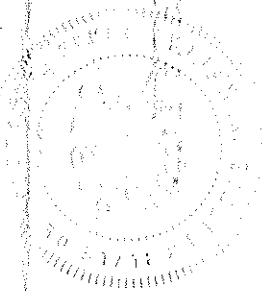
Sworn to and subscribed before me this 20th day of September, 1949.

William M. Kelley
Notary Public, State of Alabama At Large



7201314

FILED
SEP 22 1949
ALICE J. DUCK, Register



Geo. S. Taylor
at 711 N. 1st St.
Mobile.

SMITH-KELLY SUPPLY CO.

Plaintiff

vs.

G. H. BONIE

Defendant

CIRCUIT COURT, BALDWIN COUNTY, ALABAMA.

To G. H. BONIE:

Take notice that upon the written request of SMITH-KELLY SUPPLY CO. by George S. Taylor, Attorney, a judgment creditor, filed in this Court in this cause, you are commanded to file in this Court within thirty days from the service of this notice, a statement in writing, under oath, of all of your assets (or the assets of G. H. BONIE) including money, choses in action, notes, bonds, and accounts, and all other property, real, personal or mixed or any interest therein, with a detailed description of same, the location and reasonable value of each item thereof, together with a detailed list or statement of any and all liens, mortgages or incumbrances thereon showing the amounts due upon each, and the owner or holder of such liens, incumbrances or mortgages.

Be governed accordingly.

Dated this 24th day of May, 1949.

Alice J. Hinkle
Clerk of the Circuit Court

1314

Smith-Kelly Supply Co

vs.

G. H. Bonie

Received in Sheriff's Office
this 26th day of Aug, 1949
TAYLOR WILKINS, Sheriff

Served 20th Aug. 49

Executed this 20th
day of Aug. 1949 by
sending a copy of the
within on
G. H. Bonie

Taylor Wilkins Sheriff

GEORGE S. TAYLOR
ATTORNEY-AT-LAW
908-909 FIRST NATIONAL BANK BUILDING
DIAL 2-1356
MOBILE, ALABAMA

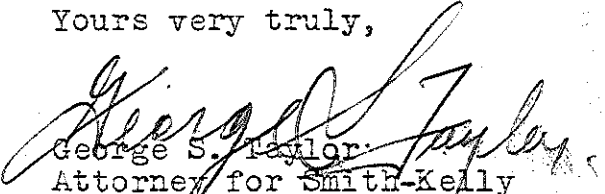
February 22, 1949

Clerk of Circuit Court
Baldwin County Court House
Bay Minette, Alabama

Dear Sir:

You will find enclosed herein an original and copy of a complaint in the case of Smith-Kelly Supply Company, Inc., a corporation, VERSUS G. H. Bonnie, which I am sending you to be filed in the Circuit Court of your County, and will very kindly appreciate your filing and docketing same and have the Defendant served in said action.

Yours very truly,


George S. Taylor
Attorney for Smith-Kelly
Supply Company, Inc.

GST/gb
Enclosure one

1314

Smith - Kelly Supply Co.
a corporation

vs.

G. A. Bonnie

on Promissory Note

Filed 2-23-49

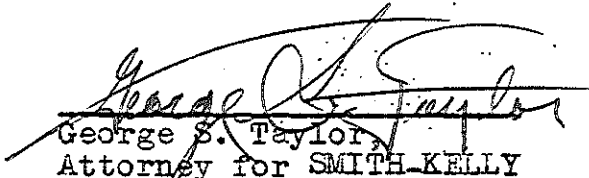
Geo. S. Taylor
1st Nat Bank, Mobile

SMITH-KELLY SUPPLY CO. INC., a	:	
corporation,	:	
	:	IN THE CIRCUIT COURT OF
Plaintiff,	:	BALDWIN COUNTY, ALABAMA
	:	
-VS-	:	
G.H. BONNIE	:	AT LAW NO.
	:	
Defendant.	:	

Comes the Plaintiff in the above styled cause and respectfully shows unto the court that heretofore on, to-wit, the 26th day of March, 1949, the Defendant filed an, "ANSWER" in said cause, averring that his true and correct name was "G.H. Bonie" and not "G.H. Bonnie", and the Defendant further averred that said answer was only to inform the court of the error in the name and that he did not make an appearance generally but only for the limited purpose (of correctly spelling his name).

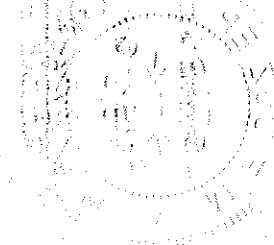
Plaintiff does not deny but hereby admits that the Defendants correct name is "G.H. BONIE" as stated in his answer.

Wherefore, Plaintiff amends the name of the Defendant to read "G.H. BONIE" and respectfully moves this Honorable court to order or cause the Clerk of the court to strike from the Defendants name in the original bill of complaint in this cause, one of the two letters "N" with red ink.


 George S. Taylor,
 Attorney for SMITH-KELLY
 SUPPLY CO. INC., a cor-
 poration.

Sworn and sbuscribed to before me
 this the 5 day of April, 1949.


 NOTARY PUBLIC MOBILE COUNTY, ALABAMA



1314

RECEIVED
U.S. DISTRICT COURT
DISTRICT OF COLUMBIA
APR 7 1949

Filed 4-7-49
Alice J. French
Clerk

[illegible][illegible]

Mobile, Ala., August 16th 1948

Mobile, Ala., August 1941 19 41
 \$ 1130.15 On or before (30) days after date
 For Value Received, at the time or times stated in Schedule of Payments hereon, I we, promise to pay to the order of
 SMITH-KELLY SUPPLY CO., Inc. One thousand One Hundred and thirty dollars \$ 1130.15
 Payable at Amer. Can Dtl. Bank Mobile, Ala.

It is fully understood and agreed that the acceptance of this note shall not operate as a waiver of any lien, or right to a lien allowed by statute, and nothing but full payment of the amount due hereunder, together with interest, collection charges and attorney's fees, as provided herein, or in case of judgment rendered upon this note, payment in full of the amount of such judgment and costs shall deprive the legal holder of this note of the right to enforce statutory and contractual liens. And said lien rights shall enure to and become the property of any assignee, endorsee, or transferee of this instrument.

Each party to this instrument, whether maker, endorser, surety or guarantor, hereby severally waives as to this debt, and any renewal thereof all right of exemption under the Constitution and Laws of the State of Alabama, as to personal property and 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 waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, or either of them and agree that time of payment may be extended without notice to them or either of them of such extension.

It is expressly understood and agreed that if this note or any part of it is not paid when due; all other obligations owing by the makers or endorser of this note to the payee herein, whether evidenced by notes or not, shall become due and payable at once.

The execution of this note by the undersigned shall be deemed to be full and conclusive evidence of the complete and satisfactory performance by the payee on its part of all its obligations under the contract heretofore entered into between payee and undersigned.

(L. S.)

..... (L. S.)

Witness.....

Address.....

ENDORSEMENT

Each party to this instrument, whether maker, endorser, surety or guarantor, hereby severally waive as to this debt, and any renewal thereof all right of exemption under the Constitution and Laws of the State of Alabama, as to personal property, and 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 we do hereby severally waive demand, presentment, protest, notice of protest, suit and all other requirements to hold us or either of us, and agree that time of payment may be extended without notice to us or either of us. And we do further transfer, set-over and assign all rights of lien and otherwise in and to the property of the makers hereof growing out of and arising from repair work done by the payee of this note or by any other party hereto who may have any such right against the maker hereof.