

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE

SOUTHERN DISTRICT OF GEORGIA  
Savannah Division

IN RE:	)	Chapter 7 Case
	)	Number <u>86-40143</u>
ROSE MARINE, INC.	)	
	)	
Debtor	)	
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W. JAN JANKOWSKI, TRUSTEE FOR	)	FILED
ROSE MARINE, INC.	)	at 4 O'clock & 59 min. P.M.
	)	Date: 1-11-94
Plaintiff	)	
	)	
vs.	)	Adversary Proceeding
	)	Number <u>88-4038</u>
MARINE CONTRACTING CORPORATION	)	
EARL J. HADEN, JR. AND	)	
ROBERT H. THOMPSON	)	
	)	
Defendants	)	

**ORDER**

By order and memorandum filed December 27, 1993 on appeals of my decision in this adversary proceeding the Honorable John F. Nangle, United States District Judge affirmed in part and reversed in part my final order of March 30, 1993. The district court judgment reversed and remanded this matter to me "for a determination of the exact content of the 1% agreement and any necessary adjustment to the damages award flowing therefrom."<sup>1</sup>

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<sup>1</sup>Quotation taken from the order and judgment In the matter of Rose Marine, Inc., W. Jan Jankowski, Trustee in Bankruptcy for Rose Marine, Inc. v. Marine Contracting Corporation, Earl J. Haden, Jr., Robert H. Thompson and John H. Budge, case No.

The

judgment was affirmed in all other respects. Having reviewed my prior decision filed March 30, 1993, the decision of the district court and the evidence in this case, I make the following findings of fact as to the 1% agreement. The record is complete and no additional evidence is required for me to make the determination required by the district court.

Apparently, my use of the term subcontract to described the relationship between Marine Contracting Corporation ("Marine Contracting") and Rose Marine, Inc. ("Rose Marine") and the relationship between Marine Contracting and other subcontractors left doubt as to the terms of the 1% agreement. Marine Contracting was organized as a shell corporation which could secure payment and performance bond for the purpose of bidding and being awarded construction contracts. The 1% agreement between Marine Contracting and Rose Marine required Marine Contracting to subcontract each contract in its entirety awarded to Marine Contracting to Rose Marine for the amount of the Marine Contracting awarded contract price less 1% and the cost of the payment and performance bond. All other findings of fact set forth in my prior decision are affirmed and incorporated by reference herein.

The district court having affirmed my decision in all other respects no modification is required to the damage award.

It is therefore ORDERED that judgment entered in favor of the plaintiff, W. Jan Jankowski, Trustee for Rose Marine, Inc. against defendants Marine Contracting Corporation, Earl J. Haden, Jr. and Robert H. Thompson, jointly and severally, in the sum of \$806,477.00 with interest thereon pursuant to applicable law dated April 29, 1993 is affirmed in full.

JOHN S. DALIS  
UNITED STATES BANKRUPTCY JUDGE

Dated at Augusta, Georgia  
this 11th day of January, 1994.