

BON SECOUR FISHERIES, INCORPORATED, ) IN THE CIRCUIT COURT OF  
a corporation, )  
Plaintiff, ) BALDWIN COUNTY, ALABAMA  
) AT LAW  
VS. )  
) CASE NO. \_\_\_\_\_  
ROBERT FIALA, d/b/a )  
TRAWLER BLUE SEA, )  
Defendant )

TO ANY LAWFUL OFFICERS OF THE STATE OF ALABAMA, WITNESSETH:

You are hereby commanded to summons Robert Fiala, to appear and plead, answer or demur on the \_\_\_\_\_ day of \_\_\_\_\_, 1969 to the complaint filed in the Circuit Court of Baldwin County, Bay Minette, Alabama against Robert Fiala, Defendant by Bon Secour Fisheries, Incorporated, Plaintiff.

WITNESS MY hand this 29 day of Sept, 1969.

Deice A. Dorch  
CIRCUIT CLERK

BON SECOUR FISHERIES, INCORPORATED, ) IN THE CIRCUIT COURT OF  
a corporation, )  
Plaintiff, ) BALDWIN COUNTY, ALABAMA  
) AT LAW  
VS. )  
) CASE NO. 8902  
ROBERT FIALA, d/b/a )  
TRAWLER BLUE SEA, )  
Defendant )

BILL OF COMPLAINT

I

The Plaintiff claims of the Defendant FIVE HUNDRED THIRTY-NINE and 89/100 DOLLARS (\$539.89), due from him on account, to-wit; the 28th day of July, 1969, which sum of money with the interest thereon is still unpaid.

II

The Plaintiff claims of the Defendant FIVE HUNDRED THIRTY-NINE and 89/100 DOLLARS (\$539.89), due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant on to-wit; the 28th day of July, 1969, which sum of money with the interest thereon is still unpaid.

Richard C. Lacey  
RICHARD C. LACEY  
Attorney for Plaintiff

There is attached hereto as Exhibit "A" and made A part hereto an itemized statement of account verified by John Ray Nelson, a competent witness, sworn to before a Notary Public, which statement shows the amount due on this account as of the 28th day of July, 1969.

Defendant may be served  
at Magnolia Springs, Alabama

FILED

SEP 29 1969

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ALICE J. DICK

No. 8900

Bon Secours Fisheries

VS.

Robert Giala - d/b/a  
Trawler Blue Sea

FILED

SEP 29 1969

ALICE J. DUCK CLERK  
REGISTER

R. Lacy

Sheriff claims 92 miles at  
Ten Cents per mile Total \$ 9.00  
BY Taylor Wilkins, Sheriff  
DEPUTY SHERIFF

Received 29 day of Sept 1969  
and on 6 day of May 1968  
I served a copy of the within MC  
on Robert Giala  
By service on \_\_\_\_\_  
\_\_\_\_\_

TAYLOR WILKINS, Sheriff

By Robert L. Lacy

## STATEMENT

## BON SECOUR FISHERIES

INCORPORATED

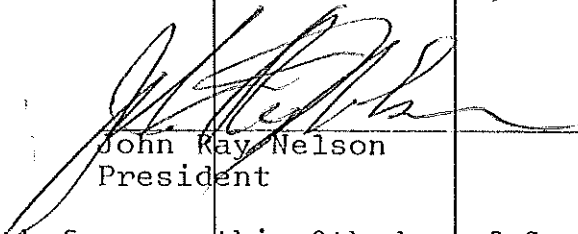
BON SECOUR, ALA.

PHONE: AREA CODE 205 WH 38551



• Trawler Blue Sea  
• c/o Mr. Bill Fiala  
• Magnolia Springs, Alabama

TERMS: WEEKLY

DATE	REFERENCE	CHARGES	CREDITS	BALANCE
BALANCE FORWARD				536.30 0
AUG 51%	8.390	3.59		539.89 0
STATE OF ALABAMA COUNTY OF BALDWIN				
<p>Before me, the undersigned Notary Public, in and for said county, in said state, personally appeared John Ray Nelson, who being first duly sworn, deposes and says that he is president for Bon Secour Fisheries, Inc., who is a corporation, and this is a true and correct statement of the account owed by Trawler Blue Sea, (Mr. Bobby Fiala), to Bon Secour Fisheries, Inc.</p> <p style="text-align: right;">BON SECOUR FISHERIES, INC.</p> <p style="text-align: center;">             John Ray Nelson            President         </p>				
Subscribed and sworn to before me this 6th day of September. 1969.				

NOTARY PUBLIC CORPORATION 28-1004

Albert J. Rea

My commission

expires January 3, 1973.

BON SECOUR FISHERIES

INCORPORATED

BON SECOUR, ALA.

PLEASE PAY  
LAST AMOUNT  
IN THIS COLUMN

RICHARD C. LACEY

*Attorney-At-Law*

FAIRHOPE, ALABAMA 36532

December 12, 1969

Hon. Judge Telfair Mashburn  
Circuit Court  
Bay Minette, Alabama

RE: Bon Secour Fisheries vs. Fred Stevens 8899  
Bon Secour Fisheries vs. Ralph Jay 8901

Dear Judge Mashburn:

I am enclosing the promissory notes obtained in the  
above subjects. The judgment should be as follows:

Fred Stevens -	Principal Amount	383.74
	Interest	53.61
	Attorney Fee	76.67
Ralph Jay	Principal Amount	1,645.00
	Interest	153.52
	Attorney Fee	329.00

Sincerely,  
*Richard C. Lacey*  
RICHARD C. LACEY

RCL/dt  
encls.

\$ 1100.00

July 28

65

Six (6) months

after date, without grace,

I

promise to pay to the order of

Bon Secour Fisheries, Inc.

One Thousand One Hundred & NO/100

DOLLARS

for value received, together with interest thereon at the rate of six per cent (6%) per annum.

PAYABLE AT

Bon Secour Fisheries, Inc.

There has been deposited and pledged as collateral security for the payment of this note, or any other liability or liabilities of the undersigned to the owner thereof, whether the same be now existing or hereafter contracted, now due, or hereafter to become due, the following property to wit:

and full power and authority is hereby granted to sell, assign or deliver the whole or any part thereof, or any substitute therefor, or any addition thereto, at public or private sale, at the option of the owner or holder of this note, his, theirs or its assigns, on the nonperformance of this promise or the nonpayment of any of the liabilities above named, or at any time or times thereafter, without advertisement or notice, which is hereby expressly waived and at such sale the owner or holder of this note may purchase the whole or any part of said securities discharged from any right of redemption or liability for conversion. In case of depreciation in the market value of the securities hereby pledged, or that may hereinafter be pledged for the payment of this note, or if from any cause whatever said securities pledged shall cease to be satisfactory collateral to the owner or holder of this note for this debt, its renewal or substitute, the undersigned hereby agrees to deposit additional security from time to time as demanded and failing to deposit additional security to the satisfaction of the owner or holder hereof, this note shall become due and payable for all purposes and a sale of the collateral pledged may be made immediately as provided for above. The owner or holder of this debt may buy any of said collateral at private sale, with or without notice, at the market price, and if there is no market price, then at its value, and the proceeds of any such sales shall be applied first to the payment of the expenses of making such sale, together with a reasonable attorney's fee, if an attorney is employed or consulted, second, to the payment of the principal debt hereby secured and the interest thereon, third, to the payment of any other debt which the undersigned may now or hereafter owe the owner or holder of this note, either as principal, surety, endorser or otherwise, and if any surplus remains the same shall be paid to the undersigned.

The parties of this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all right to exemption under the Constitution and Laws of Alabama, as to personal property, 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 suits or otherwise. And the maker, endorser, surety or guarantor of this note, severally waives demand, presentment, protest, notice of protest, suit, and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any of them.

ATTEST:

*Whitney Holmes*  
*Albert*

*Ralph Jay*  
Ralph Jay

The undersigned endorses each for himself, hereby severally agrees to pay this note and waives as to this debt all right of exemption under the Constitution and Laws of Alabama, or any other State 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 the said endorsers severally waive demand, presentment, protest, notice of protest, suit and all other requirements to hold them.