

LA RUE FLYING SERVICE, INC.)

Plaintiff)

VS.)

RAY EICHER)

Defendant)

IN THE CIRCUIT COURT OF


BALDWIN COUNTY, ALABAMA

AT LAW

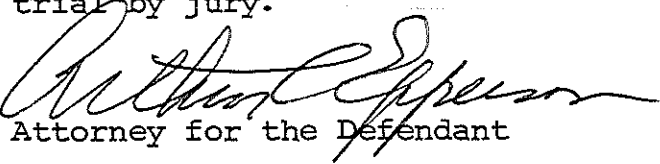
No. 10,064

Comes the Defendant in the above styled cause and
for answer to the complaint heretofore filed says:

1. Not Guilty.
2. There was a failure of consideration.
3. There was no consideration given for said note.


Arthur C. Epperson
Attorney for the Defendant

The Defendant demands a
trial by jury.


Attorney for the Defendant

FILED

DEC 6 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

Daniel E. Robison

ATTORNEY AT LAW

P. O. BOX 794

117 SO. ALSTON ST.

FOLEY, ALABAMA 36535

(205) 943-4955

November 22, 1971

Honorable Telfair J. Mashburn
Circuit Judge
Bay Minette, Alabama

RE: La Rue Flying Service, Inc.
v.
Ray Eicher
Civil, Non Jury, # 10,064

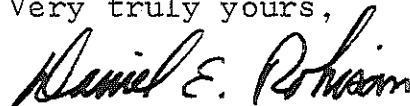
Dear Judge Mashburn:

Attached is the promissory note executed by the Defendant which is the subject of this suit. More than thirty days have passed since service on the Defendant and he has not answered.

The balance due is \$686.25. Figuring the interest at 6% since the execution of the note on April 1, 1969, and giving the Defendant credit for payments made, the interest should be \$133.08. We also request a reasonable attorney's fee, as provided on the note, in the amount of \$100.00.

BALANCE DUE:	\$686.25
INTEREST:	<u>133.08</u>
TOTAL:	\$819.35
 \$100 ATTORNEY FEE:	 <u>100.00</u>
JUDGMENT:	\$919.35

Very truly yours,



Daniel E. Robison

DER/meh

cc: La Rue Flying Service

STATE OF ALABAMA)

BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA

You are hereby commanded to summon RAY EICHER, ROUTE 3, BOX 173-B, FOLEY, ALABAMA, to appear within thirty days after the service of this summons in the Circuit Court to be held for said County, then and there to demur or plead to the complaint of La Rue Flying Service, Inc., an Alabama Corporation.

Witness my hand this 2nd day of October 1971.

Eunice B. Blackmon
Clerk

* * * * *

LA RUE FLYING SERVICE, INC.,)

AN ALABAMA CORPORATION,)

Plaintiff)

vs.)

RAY EICHER,)

Defendant)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO 10,064

COMPLAINT

The Plaintiff, La Rue Flying Service, Inc., claims of the Defendant, Ray Eicher, Eight Hundred and Nineteen and 33/100ths Dollars (\$819.33) due by note executed by the Defendant on the 1st of April, 1969, and payable on demand with 6% interest thereon.

And the Plaintiff avers that so far as the collection of this debt is concerned, Defendant has agreed to pay a reasonable attorney's fee for collection, and Plaintiff claims \$100.00 as a reasonable attorney's fee.

Daniel E. Robison
Daniel E. Robison
Attorney for Plaintiff

FILED

OCT 7 1971

EUNICE B. BLACKMON CIRCUIT CLERK

Sheriff's Office for
Don Cents per mile Total \$ 1.00
TAYLOR WILKINS, Sheriff
BY Blackmon
DEPUTY SHERIFF

Received 7 day of October 19 71
and on 30 day of Oct 19 71
I served a copy of the within 1 & C
on Ray Eicher

By service on _____

TAYLOR WILKINS, Sheriff
By Blackmon

OCT 7 1971
TAYLOR WILKINS
SHERIFF

La Rue Flying
Service, Inc.
an Ala Corp.

vs.
Ray Eicher

FILED

OCT 7 1971

EUNICE B. BLACKMON
CIRCUIT
CLERK

W. Hayes, Attn

10,064 X

4321
Summerdale,

Ala.,

April 1

1969

Ray Eicher

After Date I promise to pay to the order of

LaRue Flying Service, Inc.

\$ 1,136.25

Eleven Hundred & Thirty Six & 25/100

DOLLARS

Payable at LaRue Flying Service, Sidal, Ala with 6 % interest from April 1, 1969

VALUE RECEIVED.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waives as to this debt, or any renewal thereof, all right of 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 suit or otherwise. And the maker, endorser, surety, or guarantor of this note severally waives demand, presentment, protest, notice of protest, 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.

Raymond Eicher

Rt 3 Box 173-B

Foley, Ala

No.

Due Nov. 15, 1969

WAIVER NOTE.—Printed and sold by Brown Printing Co., Montgomery, Ala.—10M—2-68

3 28.76

1136.25

200.00

936.25

250.00

12-11 686.25