

STATE OF ALABAMA)
BALDWIN COUNTY) IN THE CIRCUIT COURT . . . LAW SIDE .

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon ADAMS-BRYAN COMMERCIAL REFRIGERATION, INC., a Corporation, to appear within thirty (30) days from the service of this writ in the Circuit Court to be held for said County in the place of holding same, then and there to answer the complaint of AQUILA SEAFOODS, INC., a Delaware Corporation.

WITNESS my hand this the 18 day of Sept, 1972.

Emmie B. Blackburn
Clerk

COMPLAINT

AQUILA SEAFOODS, INC., a
Delaware Corporation,

Plaintiff,

vs.

ADAMS-BRYAN COMMERCIAL
REFRIGERATION, INC., a
Corporation,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 11607

COUNT I

The Plaintiff, AQUILA SEAFOODS, INC., a Delaware Corporation, with its principal place of business at Bon Secour, Alabama, claims of the Defendant, One Thousand, Four Hundred Dollars (\$1,400.00) damages for breach of express warranty of a one and one-half horse power low temp. compressor unit described on the purchase order as a two horse power unit, by the Defendant to the Plaintiff on the 25th day of September, 1971, and a three horse power compressor unit by the Defendant to the Plaintiff on the 4th day of March, 1971, which the Defendant expressly warranted all parts and free service for one year and expressly warranted the compressor for five (5) years from date of delivery when in fact the units described above have failed to operate while the warranty was in effect and the Defendant has failed to service the units and replace or repair the defective parts.

COUNT II

The Plaintiff, AQUILA SEAFOODS, INC., a Delaware Corporation, with its principal place of business at Bon Secour, Alabama, claims of the Defendant, One Thousand, Four Hundred Dollars (\$1,400.00) damages for breach of implied warranty of fitness for a particular purpose of a one and one-half horse power low temp. compressor unit described on the purchase order as a two horse power unit, by the Defendant to the Plaintiff on the 25th day of September, 1971, and a three horse power compressor unit by the Defendant to the Plaintiff on the 4th day of March, 1971, which the Defendant impliedly warranted as fit for a particular purpose all of the parts and free service for one year and impliedly warranted the compressor for five (5) years from date of delivery when in fact the units described above have failed to operate while the warranty was in effect and the Defendant has failed to service the units and replace or repair the defective parts.

COUNT III

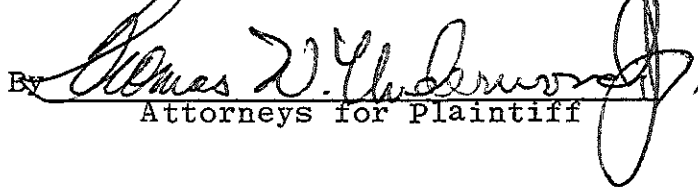
The Plaintiff, AQUILA SEAFOODS, INC., a Delaware Corporation with its principal place of business at Bon Secour, Alabama, claims of the Defendant, One Thousand, Four Hundred Dollars (\$1,400.00) damages for breach of implied warranty of merchantability of a one and one-half horse power low temp. compressor unit described on the purchase order as a two horse power unit, by the Defendant to the Plaintiff on the 25th day of September, 1971, and a three horse power compressor unit by the Defendant to the Plaintiff on the 4th day of March, 1971, which the Defendant impliedly warranted the merchantability of all of the parts and free service for one year and impliedly warranted the merchantability of the compressor for five (5) years from date of delivery when in fact the units described above have failed to operate while the warranty was in effect and the Defendant has failed to service the units and replace or repair the defective parts.

COUNT IV

The Plaintiff claims of the Defendant One Thousand, Four Hundred Dollars (\$1,400.00) due from the Defendant because of the

Defendant's breach of two oral contracts with the Plaintiff, entered into on, to-wit: the 5th day of July, 1971, in which the Plaintiff agreed to buy a two horse power low temp. compressor unit, which is in fact a one and one-half horse power compressor unit, and the 4th day of March, 1971, in which the Plaintiff agreed to buy a three horse power compressor unit and the Defendant agreed to replace all defective parts of both units described above for one year from date of delivery with no service charge and to replace the compressor if defective for a period of five years from date of deliver, when in fact the compressors of both units have proved to be defective within the time the Defendant agreed to service and repair or replace defective parts and the Defendant has refused to repair or replace the defective parts in accordance with the Defendant's oral agreements.

CHASON AND UNDERWOOD

BY 
Attorneys for Plaintiff

Respondent may be served by
Registered Mail:

P. O. Box 5164
Pensacola, Florida

FILED

SEP 18 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Thomas W. Underwood Jr the undersigned Notary Public in and for said County in said State, personally appeared DONALD R. NELSON, who is known to me and who, after being by me first duly and legally sworn, deposes and says as follows:

My name is Donald R. Nelson and I am over the age of twenty-one years and the President of Aquila Seafoods, Inc., a Delaware Corporation, with its principal place of business in Bon Secour, Alabama. That on, to-wit: the 5th day of July, 1971, and the 4th day of March, 1971, Aquila Seafoods, Inc. purchased merchandise or equipment to be used in its business at Bon Secour, Alabama, from Adams-Bryan Commercial Refrigeration Inc., P. O. Box 5164, Pensacola, Florida. These two business transactions were consummated in Bon Secour, Alabama, by an agent of Adams-Bryan Commercial Refrigeration Inc., with its principal place of business in Pensacola, Florida, and that by virtue of these two transactions described above, the said Adams-Bryan Commercial Refrigeration Inc. was a non-resident and foreign corporation doing business in the State of Alabama. That the two compressors purchased by Aquila Seafoods, Inc. from Adams-Bryan Commercial Refrigeration Inc. are defective and Adams-Bryan Commercial Refrigeration Inc. has refused to comply with the oral contract made with Aquila Seafoods, Inc. to repair and replace the defective parts, and as a consequence thereof, Aquila Seafoods, Inc. has been damaged and it has become necessary to file a civil suit for these damages in the Circuit Court of Baldwin County, Alabama, and to have Adams-Bryan Commercial Refrigeration Inc. served with the Summons and Complaint through the Secretary of State of Alabama as the agent of Adams-Bryan Commercial Refrigeration Inc., in accordance with Title 7, Section 199 (1) of the 1940 Code of Alabama, Recompiled 1958.

Donald R Nelson

Sworn to and subscribed before me on this 5th day of September, 1972.

Thomas W. Underwood Jr
Notary Public, Baldwin County
State of Alabama

FILED

SEP 18 1972

EUNICE B. BLACKMON CIRCUIT CLERK

805
RECEIVED IN OFFICE
SEP 21 1972
M. S. BUTLER, Sheriff

AQUILLA SEAFOODS, INC. A DELAWARE CORPORATION,
Plaintiff

VS:

ADAMS-BRYAN COMMERCIAL REFRIGERATION, INC. A
CORPORATION,
Defendant

Executed by serving.....copies of
the within on M. Amos
Secretary of State of The State of
Alabama.

This the 22 day of Sept 19 72

Sheriff of Montgomery County
M. S. Butler,

By 741 Math D. S.

CASE # 10,607

RECEIVED
SEP 20 1972
TAYLOR WILKINS
SHERIFF

M. S. Butler, Sheriff of Montgomery
County, Alabama, Claim \$1.50 each* for
serving _____ process(es) and \$1.00
travel expense on each of _____
process(es), or a total of 250

McMull Deputy Sheriff

Chason & Underwood
Attorney for Plaintiff

September 27, 1972

AQUILA SEAFOODS, INC., A DELAWARE
CORPORATION, Plaintiff

IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA, AT LAW

VS.

ADAMS-BRYAN COMMERCIAL REFRIGERATION, INC.,
A CORPORATION, Defendant

CASE NO. 10,607

STATE OF ALABAMA
MONTGOMERY COUNTY

Before me, Mary E. Morgan, a Notary Public in and for said
State-at-Large, personally appeared Mabel Amos, Secretary of State of Ala-
bama, who is known to me and who, being duly sworn, deposes and says that in her official
capacity as Secretary of State of the State of Alabama she, on the 22nd
day of September, 1972 sent by registered mail in an envelope addressed as follows:

"Adams-Bryan Commercial Refrigeration, Inc.,
a Corporation
P. O. Box 5164
Pensacola, Florida 32505"

"REGISTERED MAIL
~~Return Receipt Requested~~
~~Delivery to Addressee Only~~"

bearing sufficient and proper prepaid postage, a notice bearing her signature and the Great
Seal of the State of Alabama in words and figures as follows:

"Adams-Bryan Commercial Refrigeration, Inc.,
a Corporation
P. O. Box 5164
Pensacola, Florida 32505"

You will take notice that on September 22, 1972 the Sheriff of
Montgomery County, Alabama, served upon me, in my official capacity, Summons and
Complaint and Affidavit in a case entitled: AQUILA SEAFOODS, INC., A DELAWARE
CORPORATION, Plaintiff VS ADAMS-BRYAN COMMERCIAL REFRIGERATION, INC., A
CORPORATION, Defendant CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, AT LAW
in the Case No. 10,607

a true copy of which Summons and Complaint and Affidavit are attached hereto and the
said service upon me as Secretary of State of the State of Alabama has the force and
effect of personal service upon you, said service being under provisions of Title 7, Sec-
tion 199(1) of the 1940 Code of Alabama and Supplement thereto.

WITNESS MY HAND and the Great Seal of the State of Alabama this the 22nd
day of September, 1972

(Signed) Mabel S Amos
Mabel S Amos
Secretary of State"

Enclosures (2)

Affiant further says that the notice above set out which was so mailed in the envelope ad-
dressed as above set forth had attached to it a true copy of the Summons and Complaint and
Affidavit in the above-styled cause.

Affiant further says that on September 27, 1972 she received the "Return
Card" showing receipt by the designated addressee of the aforementioned matter at
U.S. Postal Service, Fl 325 on September 26, 1972

Mabel S. Amos
Affiant—Mabel S Amos
Secretary of State

Sworn to and subscribed before me, this the 27th day of September, 1972

Mary E. Morgan
Notary Public—State-at-Large

My Commission expires: 9/24/74

Enclosures—"Return Receipt" and
Copy of Process

CC: Honorable Thomas W. Underwood, Jr.
Chason and Underwood
313 South Elm Street
Foley, Alabama 36535

STATE OF ALABAMA)
BALDWIN COUNTY) IN THE CIRCUIT COURT . . . LAW SIDE .

TO ANY SHERIFF OF THE STATE OF ALABAMA:

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WITNESS my hand this the _____ day of _____, 1972.

Clerk

COMPLAINT

AQUILA SEAFOODS, INC., a
Delaware Corporation,

Plaintiff,

vs.

ADAMS-BRYAN COMMERCIAL
REFRIGERATION, INC., a
Corporation,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

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CHASON AND UNDERWOOD

By 
Attorneys for Plaintiff

Respondent may be served by
Registered Mail:

P. O. Box 5164
Pensacola, Florida

FILED

SEP 18 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Thomas W. Anderson Jr the undersigned Notary Public in and for said County in said State, personally appeared DONALD R. NELSON, who is known to me and who, after being by me first duly and legally sworn, deposes and says as follows:

My name is Donald R. Nelson and I am over the age of twenty-one years and the President of Aquila Seafoods, Inc., a Delaware Corporation, with its principal place of business in Bon Secour, Alabama. That on, to-wit: the 5th day of July, 1971, and the 4th day of March, 1971, Aquila Seafoods, Inc. purchased merchandise or equipment to be used in its business at Bon Secour, Alabama, from Adams-Bryan Commercial Refrigeration Inc., P. O. Box 5164, Pensacola, Florida. These two business transactions were consummated in Bon Secour, Alabama, by an agent of Adams-Bryan Commercial Refrigeration Inc., with its principal place of business in Pensacola, Florida, and that by virtue of these two transactions described above, the said Adams-Bryan Commercial Refrigeration Inc. was a non-resident and foreign corporation doing business in the State of Alabama. That the two compressors purchased by Aquila Seafoods, Inc. from Adams-Bryan Commercial Refrigeration Inc. are defective and Adams-Bryan Commercial Refrigeration Inc. has refused to comply with the oral contract made with Aquila Seafoods, Inc. to repair and replace the defective parts, and as a consequence thereof, Aquila Seafoods, Inc. has been damaged and it has become necessary to file a civil suit for these damages in the Circuit Court of Baldwin County, Alabama, and to have Adams-Bryan Commercial Refrigeration Inc. served with the Summons and Complaint through the Secretary of State of Alabama as the agent of Adams-Bryan Commercial Refrigeration Inc., in accordance with Title 7, Section 199 (1) of the 1940 Code of Alabama, Recompiled 1958.

Donald R. Nelson

Sworn to and subscribed before me on this 5th day of September, 1972.

Thomas W. Anderson Jr
Notary Public, Baldwin County
State of Alabama

FILED

SEP 18 1972

EUNICE B. BLACKMON CIRCUIT CLERK

CHASON & UNDERWOOD

Attorneys at Law

CECIL G. CHASON
THOMAS W. UNDERWOOD, JR.

P. O. DRAWER 458
216 W. LAUREL AVENUE
FOLEY, ALABAMA 36535
PHONE 205/943-3171

September 19, 1972

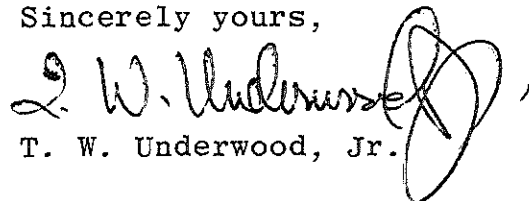
Ms. Eunice B. Blackmon
Clerk of Court
Bay Minette, Alabama

Re: Aquila Seafoods, Inc. vs.
Adams-Bryan Commercial Refrigeration,
Inc.

Dear Eunice:

Enclosed is check of Aquila Seafood, Inc. made payable to Mabel Amos, Secretary of State, in the amount of \$5.00, which is required in the case mentioned above.

Sincerely yours,


T. W. Underwood, Jr.

TWU, Jr/jc
Enc.

CHASON & UNDERWOOD

Attorneys at Law

CECIL G. CHASON
THOMAS W. UNDERWOOD, JR.

P. O. DRAWER 458
216 W. LAUREL AVENUE
FOLEY, ALABAMA 36535
PHONE 205/943-3171

September 15, 1972


Mrs. Eunice B. Blackmon
Clerk of Court
Bay Minette, Alabama

Re: Aquila Seafoods, Inc. vs.
Adams-Bryan Commercial Refrigeration,
Inc.

Dear Eunice:

Enclosed are original and three copies of summons and complaint in the case mentioned above. Also enclosed are original and three copies of affidavit of non-resident. Please have the Defendant served by Registered Mail.

Sincerely yours,


T. W. Underwood, Jr.

TWU,Jr/jc
Enc.

AQUILA SEAFOODS, INC. VS ADAMS-BRYAN COMMERCIAL REFRIGERAT-
ION, INC.
SENDER: Be sure to follow instructions on other side (10,607)

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S)
(Additional charges required for these services)

☐ Show to whom, date and address
where delivered

☐ Deliver ONLY
to addressee

RECEIPT

Received the numbered article described below

REGISTERED NO.

51565

CERTIFIED NO.

INSURED NO.

SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

SEP 26 1972

SHOW WHERE DELIVERED (Only if requested, and include ZIP Code)