

M. G. BROWN,

Plaintiff,

VS.

EUGENE MILSTID,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 5435

MOTION TO REQUIRE FULL ANSWERS TO INTERROGATORIES

Now comes the plaintiff in the above styled cause and shows unto the court and your Honor that the plaintiff heretofore propounded interrogatories to the defendant in said cause, one of which said interrogatories reads as follows: "3. Have you been paid the consideration of \$464.50 for the application of this ammonia fertilizer either by the plaintiff or by receiving credit from Mid-South Chemical Corporation?"

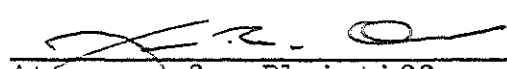
Plaintiff shows unto the court that on July 27, 1964, the defendant answered the said interrogatory as follows: "Mr. M. G. Brown, plaintiff in this case, signed a receipt for the ammonia fertilizer which I applied to his farm as having received this fertilizer from Mid-South Chemical Corporation and this receipt was forwarded to Mid-South Chemical Corporation."

Wherefore, plaintiff moves the court to strike the said answer as being impertinent and evasive and moves the court to either attach the defendant and cause him to answer fully in open court, or tax him with so much costs as may be just or enter a judgment by default if the said defendant does not fully answer the said question within a time to be allowed by this Honorable Court.

FILED

DEC 11 1964

ALICE J. DUCK, CLERK
REGISTER


Attorney for Plaintiff

M. G. BROWN	X	
Plaintiff	X	IN THE CIRCUIT COURT OF
vs	X	BALDWIN COUNTY, ALABAMA
EUGENE MILSTID	X	AT LAW NO. 5435
Defendant	X	

ANSWERS TO INTERROGATORIES

Comes now, Eugene Milstid, defendant in the above styled cause, and for answer to the interrogatories heretofore propounded to the defendant in the above styled cause, being first duly sworn to speak the truth, the whole truth, and nothing but the truth, deposes and says as follows:

1. To the first interrogatory, my name is:
Eugene Milstid, Perdido, Baldwin County, Alabama.
2. To the Second: No
3. To the Third: Mr. M. G. Brown, plaintiff in this case signed a receipt for the ammonia fertilizer which I applied to his farm as having received this fertilizer from Mid-South Chemical Corporation and this receipt was forwarded to Mid-South Chemical Corporation.

Eugene Milstid
Eugene Milstid

Sworn to and subscribed before me this 25 day of July, 1964.

[Signature]
Notary Public, Baldwin County, Alabama

FILED
JUL 27 1964

ALICE J. DICK, CLERK
REGISTER

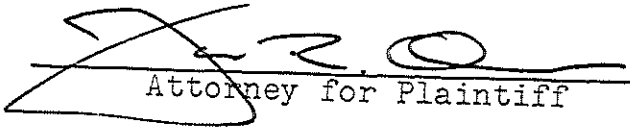
M. G. BROWN,
Plaintiff,
VS.
EUGENE MILSTID,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 5435

INTERROGATORIES PROPOUNDED TO THE DEFENDANT

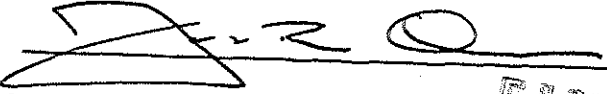
Now comes the plaintiff in the above styled cause and propounds the following interrogatories to the defendant, Eugene Milstid:

1. Please state your name and address.
2. Did you enter into an agreement on or about March 27, 1962, with the plaintiff by which you promised and agreed to apply 4688 pounds of ammonia fertilizer on the farm of the plaintiff in Baldwin County, Alabama, for the consideration of \$464.50?
3. Have you been paid the consideration of \$464.50 for the application of this ammonia fertilizer either by the plaintiff or by receiving credit from Mid-South Chemical Corporation.


Attorney for Plaintiff

STATE OF ALABAMA)
*
BALDWIN COUNTY)

Before me, the undersigned authority, personally appeared James R. Owen, who first being duly and legally sworn deposes and says: That he is the attorney for the plaintiff in the above styled cause; that the answers to the foregoing interrogatories when fully and truly made will be material evidence for the plaintiff at the trial of this cause.


Sworn to and subscribed before me on
this the 15 day of July, 1964.

Ernestine R. Davis
Notary Public, Baldwin County, Alabama

Please serve a copy hereof on C. L. Thompson, attorney for defendant.

I hereby accept service.

July 20, 1964.

Thompson & White
By Mary Thompson White

FILED
JUL 15 1964
ALICE L. DUCK, CLERK
REGISTER

STATE OF ALABAMA)
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Eugene Milstid to appear within thirty days from the service of this writ in the Circuit Court, to be held for said county at the place of holding the same, then and there to answer the complaint of M. G. Brown.

WITNESS my hand this 16 day of January, 1963.

William J. Cook
Clerk

* * * * *

M. G. BROWN,
Plaintiff,
VS.
EUGENE MILSTED,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

5435

COMPLAINT
COUNT ONE

Plaintiff claims from the defendant Four Hundred Sixty Four Dollars and Fifty Cents (\$464.50), damages for the breach of an agreement entered into by him on or about the 27th day of March, 1962, by which the defendant promised and agreed to apply ammonia fertilizer on the farm of the plaintiff in Baldwin County, Alabama, on or about March 27, 1962, for the consideration of \$464.50 and plaintiff avers that the said defendant wholly failed to apply any ammonia fertilizer to his said farm as agreed to by the said defendant although the defendant has been paid the said consideration of \$464.50, hence this suit.

COUNT TWO

The plaintiff claims from the defendant Seventeen Hundred Fifty Dollars (\$1750.00) damages for that heretofore on or about to-wit: the 27th day of March, 1962, the defendant promised to

apply ammonia fertilizer on the farm of the plaintiff in Baldwin County, Alabama, on or about March 27, 1962, for a valuable consideration and the plaintiff avers that the said defendant wholly failed to apply the said ammonia fertilizer to his said farm as agreed to by the said defendant although the defendant has been paid the consideration therefor and represented to the said plaintiff that he had so applied the ammonia fertilizer to the plaintiff's farm; and plaintiff avers that he, relying on the representation of the defendant that he had so applied the ammonia fertilizer to his said farm, planted a crop of corn thereon, and as a proximate result and consequence of the defendant's failure to apply said fertilizer as aforesaid, the plaintiff's corn crop was a failure and did not yield the amount of corn which it would have if the said ammonia fertilizer had been applied as represented by the said defendant, all to the plaintiff's damages as aforesaid, hence this suit.


Attorney for Plaintiff

Plaintiff demands a trial by jury of said cause.


Attorney for plaintiff

EX-1-18-63

FILED

JAN 16 1963

ALICE J. DICK, CLERK
REGISTER

5433 COMPLAINT

M. G. BROWN,
Plaintiff,
VS.

EUGENE MILSTID,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

FILED

JAN 16 1963

ALICE J. DUCK, CLERK
REGISTER

JAMES R. OWEN
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

1963 day of Jan 18
received a copy of the within
Eugene Milstid
TAYLOR M. G. BROWN, Sheriff
D. S.
By *James R. Owen*

Sherriff claims 26 miles
Ten Court out mile Total \$ 8.60
TAYLOR M. G. BROWN, Sheriff
BY *James R. Owen*

M. G. BROWN	X	
Plaintiff	X	IN THE CIRCUIT COURT OF
vs	X	BALDWIN COUNTY, ALABAMA
EUGENE MILSTID	X	AT LAW NO. 5435
Defendant	X	

Comes the defendant in the above styled cause and demurs to the complaint filed in said cause and to each count thereof and to each phase thereof separately and severally, as follows:

-1-

That for aught alleged in count one of said complaint, said plaintiff has not paid for the materials and services alleged in said count.

-2-

Plaintiff fails to allege who paid the sum of \$464.40.

-3-

For aught alleged in count one of said complaint said plaintiff fails to allege the amount of ammonia fertilizer to be applied to said farm.

-4-

For aught alleged in count one of said complaint, said plaintiff fails to allege that he paid the said defendant for the application of said ammonia fertilizer.

-5-

For aught alleged in count one of said complaint, plaintiff fails to allege whether the agreement alleged in said count was an oral agreement or an agreement in writing.

-6-

Plaintiff fails to allege in count two of said complaint whether said agreement was an oral agreement or an agreement in writing.

-7-

Plaintiff fails to allege in count two the valuable consideration referred to in said count.

-8-

Plaintiff fails to allege in count two whether or not he paid the defendant a valuable consideration as alleged in said count.

-9-

Plaintiff fails to allege the amount of corn which the field would have yielded as alleged in said count.

-10-

Plaintiff fails to allege in count two what amount of corn the field would have yielded as alleged in count two.

-11-

Plaintiff fails to allege the amount of corn which his crop would yield as noted in count two of said complaint.

-12-

Plaintiff fails to allege whether or not he fertilized said corn crop with any fertilizer other than ammonia as alleged in count two of said complaint.

-13-

Plaintiff fails to allege the consideration set out in count two of said complaint.

-14-

Plaintiff fails to allege the amount of consideration set out in count two of said complaint.

-15-

Plaintiff fails to allege the amount of ammonia fertilizer which he agreed to purchase from the defendant.

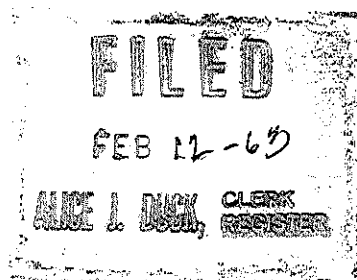
-16-

Plaintiff fails to allege the rate of fertilization which defendant allegedly agreed to apply.

THOMPSON & WHITE

BY:

C. D. Thompson
Attorneys for defendant



M. G. BROWN,)		
)	IN THE CIRCUIT COURT OF	
Plaintiff,)		
VS.)	BALDWIN COUNTY, ALABAMA	
)		
EUGENE MILSTID,)	AT LAW	NO. 5435
)		
Defendant.)		

AMENDED COMPLAINT

Now comes the plaintiff in the above styled cause and amends the complaint heretofore filed in said cause so that as amended the said complaint will read as follows:

COUNT ONE

The plaintiff claims from the defendant Four Hundred Sixty-four Dollars and Fifty-Cents (\$464.50) damages for the breach of an ^{oral} agreement entered into between the plaintiff and the defendant on or about the 27th day of March, 1962, by which the defendant promised and agreed to apply 250 pounds of ammonia fertilizer on the farm of the plaintiff in Baldwin County, Alabama, on or about March 27, 1962, for the consideration of \$464.50, and plaintiff avers that the said defendant wholly failed to apply any ammonia fertilizer on his said farm as agreed by the said defendant, although the plaintiff has paid the said defendant the said consideration of \$464.50, hence this suit.

COUNT TWO

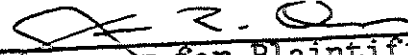
The plaintiff claims from the defendant Seventeen Hundred Fifty Dollars damages for that heretofore on or about to-wit the 27th day of March, 1962, the defendant promised and agreed to apply 250 pounds of ammonia fertilizer on the farm of the plaintiff in Baldwin County, Alabama, on or about March 27, 1962, for the consideration of \$464.50 and the plaintiff avers that the said defendant wholly failed to apply the said ammonia fertilizer on his said farm as agreed to by the said defendant although the said plaintiff has paid the defendant the said consideration therefor. Plaintiff further avers that the said defendant represented to the said plaintiff that he had so applied the 250 pounds of ammonia

fertilizer to the plaintiff's farm and plaintiff avers that he, relying on the representations of the defendant that he had so applied the ammonia fertilizer to his said farm, planted a crop of corn thereon, and as a proximate result and consequence of the defendant's failure to apply said fertilizer as aforesaid, the plaintiff's corn crop was a failure and did not yield the amount of corn which it would have yielded if the said ammonia fertilizer had been applied as represented by the said defendant, all to the plaintiff's damages as aforesaid, hence this suit.

/s/ JAMES R. OWEN
Attorney for Plaintiff

Plaintiff demands trial by jury
of said cause.

/s/ JAMES R. OWEN
Attorney for Plaintiff


Attorney for Plaintiff

FILED
APR 15 1968
ALICE I. DICK, CLERK
REGISTER

M. G. BROWN	X	
Plaintiff	X	IN THE CIRCUIT COURT OF
vs	X	BALDWIN COUNTY, ALABAMA
EUGENE MILSTID	X	AT LAW NO. 5435
Defendant	X	

Comes the defendant in the above styled cause and answers the amended complaint in said cause and shows unto this Honorable Court as follows:

-1-

As to Count One of said complaint, he denies the allegations alleged therein as untrue.

-2-

As to Count One of said complaint, he denies that said plaintiff paid said defendant as alleged in Count One of said complaint.

-3-

As to Count Two of said complaint, he says not guilty.

-4-

As to Count Two of said complaint, he denies the allegations alleged therein and denies further that said complainant paid to said defendant the sum alleged in Count Two of said complaint.

THOMPSON & WHITE

BY:

C. L. Thompson
Attorneys for defendant.

FILED
MAY 23 1933
ALICE J. DUCK, CLERK
REGISTER

M. G. BROWN,)	
)	
Plaintiff,)	IN THE CIRCUIT COURT OF
)	
VS.)	BALDWIN COUNTY, ALABAMA
)	
EUGENE MILSTID,)	AT LAW NO. 5435
)	
Defendant.)	

AMENDED COMPLAINT

Now comes the plaintiff in the above styled cause and amends the complaint heretofore filed in said cause so that as amended the said complaint will read as follows:

COUNT ONE

The plaintiff claims from the defendant Four Hundred Sixty-four Dollars and Fifty-Cents (\$464.50) damages for the breach of an agreement entered into between the plaintiff and the defendant on or about the 27th day of March, 1962, by which the defendant promised and agreed to apply 4688 pounds of ammonia fertilizer on the farm of the plaintiff in Baldwin County, Alabama, on or about March 27, 1962, for the consideration of \$464.50, and plaintiff avers that the said defendant wholly failed to apply any ammonia fertilizer on his said farm as agreed by the said defendant, although the plaintiff has paid the said defendant the said consideration of \$464.50, hence this suit.

COUNT TWO


The plaintiff claims from the defendant Twenty-one Hundred Twenty-five and 25/100 Dollars (\$2125.25) damages for that heretofore on or about to-wit, the 27th day of March, 1962, the defendant promised and agreed to apply 4688 pounds of ammonia fertilizer on the farm of the plaintiff in Baldwin County, Alabama, on or about March 27, 1962, for the consideration of \$464.50 and the plaintiff avers that the said defendant wholly failed to apply the said ammonia fertilizer on his said farm as agreed to by the said defendant although the said plaintiff has paid the defendant the said consideration therefor. Plaintiff further avers that the said defendant represented to the said plaintiff that he had so applied the

4688 pounds of ammonia fertilizer to the plaintiff's farm and plaintiff avers that he, relying on the representations of the defendant that he had so applied the ammonia fertilizer to his said farm, planted a crop of corn thereon, and as a proximate result and consequence of the defendant's failure to apply said fertilizer as aforesaid, the plaintiff's corn crop was a failure and did not yield the amount of corn which it would have yielded if the said ammonia fertilizer had been applied as represented by the said defendant, all to the plaintiff's damages as aforesaid, hence this suit.

/s/ JAMES R. OWEN
Attorney for Plaintiff

Plaintiff demands trial by jury
of said cause.

/s/ JAMES R. OWEN
Attorney for Plaintiff


Attorney for Plaintiff

FILED
MAR 6 1904
ALICE I. DICK, CLERK
REGISTER

M. G. BROWN

Plaintiff

vs

EUGENE MILSTID

Defendant

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 5435

Comes the defendant in the above styled cause and files this
his demurrer to the amended complaint filed in said cause and
demurs as follows:

1. That said complaint fails to allege whether said agreement was an oral agreement or was inwriting.
2. That said agreement fails to allege the acreage in plaintiff's said field.
3. That said agreement fails to allege the kind of ammonia fertilizer complained of in said complaint.
4. That said complaint fails to allege the amount or quantity of fertilizer contracted for per acre.
5. That said complaint fails to allege the acreage planted to a crop of corn on plaintiff's said field.
6. That plaintiff's allegations "the said crop did not yield the amount of corn which it would have yielded if the said ammonia fertilizer had been applied", is a conclusion of the pleader.
7. Plaintiff failed to allege the form of payment to said defendant, whether in cash, money order or check.

THOMPSON & WHITE

BY:


Attorneys for defendant

FILED

MAR 6 1964

ALICE I. DUCK, CLERK
REGISTER