

CLAUDE T. CREIGHTON,  
Plaintiff,

vs.

BORDEN'S DAIRY, A Division  
of the BORDEN COMPANY,  
Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW NO. 5785

NOTICE

TO: CLAUDE T. CREIGHTON, ELBERTA, ALABAMA: C. LENOIR THOMPSON,  
BAY MINETTE, ALABAMA, AND TOLBERT BRANTLEY, BAY MINETTE,  
ALABAMA:

PLEASE TAKE NOTICE that the Defendant Borden's Company, a  
division of the Borden Company, pursuant to the provisions of  
Title 7, Section 474 (1-18) of the Code of Alabama of 1940 as  
amended, will take the testimony by deposition upon oral examina-  
tion of the Plaintiff, Claude T. Creighton, whose address is El-  
berta, Alabama, at 9:30 A. M. on August 5, 1964, in the Court  
House in Bay Minette, Alabama, before Louise Dusenbury, Court  
Reporter, at which time and place you are notified to appear and  
take such part in the proceeding as you deem meet and proper.

CHASON, STONE & CHASON

FILED

JUL 29 1964

ALICE L. DUCK, CLERK  
REGISTER

By:

*John L. Chason*  
Attorneys for Defendant

Received 29 day of July 1964  
and on 29 day of July 1964  
I served a copy of the within Notice  
on C. Hendrix Thompson  
Robert Brantley  
By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By W. P. Talbot D. S.  
over

Received 29 day of July 1964  
and on 3 day of Aug 1964  
I served a copy of the within \_\_\_\_\_  
on Claude T. Creighton  
By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By Charles B. Bane D. S.

Lillian

Sheriff claims 100 miles at  
Ten Cents per mile Total \$ 10.00  
TAYLOR WILKINS, Sheriff  
BY CC  
DEPUTY SHERIFF

CLAUDE T. CREIGHTON,  
Plaintiff,

vs

BORDEN'S DAIRY, A Division  
of the BORDEN COMPANY,  
Defendant.

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IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW NO. 5785

\*\*\*\*\*

NOTICE

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FILED  
JUL 29 1964  
ALICE J. DICK, CLERK  
REGISTER

705195

JURY LIST- Dec. 5, 1966

1. ~~Allen, Norman W., Farmer, Gateswood,~~
2. ~~Andress, Herbert E., Farmer, Foley~~
3. ~~Bodiford, Charles, Laborer, Foley~~
4. ~~Boros, Anthony J., Farmer, Elbert~~
5. ~~Cabiness, Marvin, Laborer, Bay Minette~~
6. ~~Cane, R. Gray, Oil Distributor, Bay Minette~~
7. ~~Childress, Guy, Farmer, Robertsedale~~
8. ~~Clark, Percy, Mill Worker, Stockton~~
9. ~~Clay, Harris, Mechanic, Fairhope~~
10. ~~Colgin, Ned, Farmer, Summerdale~~
11. ~~Cooper, Grady, Farmer, Elleanor~~
12. ~~Cooper, Nolan P. Merchant, Rosinton~~
13. ~~DuBoise, James A., Govt. Emp., Gulf Shores~~
14. ~~Elsava, Paul, Farmer, Mag. Spgs.~~
15. ~~Gamble, T. Jack, Salesman, Bay Minette~~
16. ~~Gipson, Leon Fisher, Mechanic, Bay Minette~~
17. ~~Graham, James R., Laborer, Bay Minette~~
18. ~~Grantham, Donald R., Farmer, Mag. Spgs.~~
19. ~~Gwaltney, William H., Clerk, Robertsedale~~
20. ~~Haden, James T., Salesman, Robertsedale~~
21. ~~Holles, Thomas E., Gulf Gas Agent, Robertsedale~~
22. ~~Jenkins, Marvin E., Civil Service, Stapleton~~
23. ~~Jones, George, Business Operator, Daphne~~
24. ~~Kane, James, Farmer, Loxley~~
25. ~~Kriss, Frank, Farmer, Silverhill~~
26. ~~Lamar, Keuben, Laborer, Foley~~
27. ~~Langer, Stanley, Machinist, Robertsedale~~
28. ~~Lazzari, Joe, Jr., Farmer, Belforest~~
29. ~~Lazzari, John, Farmer, Belforest~~
30. ~~McGowan, Edmund C., Farmer, Letham~~
31. ~~McKibbin, Emmett G., Woodhaven Dairy, Fairhope~~
32. ~~Mosley, Rufus, Farmer, Stapleton~~
33. ~~Novotny, Milton J., Farmer, Robertsedale~~
34. ~~Owen, J. D., Jr., Merchant, Bay Minette~~
35. ~~Rhodes, Charles R., Farmer, Foley~~
36. ~~Rhodes, Elbert M., Farmer, Summerdale~~
37. ~~Rieben, Everett, Brookley, Bay Minette~~
38. ~~Rieben, Ray, Paper Mill, Bay Minette~~
39. ~~Roberson, Matt, Laborer, Robertsedale~~
40. ~~Robinson, Gael, Contractor, Bay Minette~~
41. ~~Sedlock, Fred J., Farmer, Robertsedale~~
42. ~~Sheppard, Lloyd, Farmer, Foley~~
43. ~~Simon, Arthur, Farmer, Belforest~~
44. ~~Smith, Columbus, Mill Worker, Stockton~~
45. ~~Veal, Arthur, Attendant, Summerdale~~
46. ~~Wilson, George, Airport Oper, Foley~~
47. ~~Wilsey, James, Clerk, Loxley~~
48. ~~Wilson, Frank E., Brookley Field, Daphne~~
49. ~~Yelding, Bailey, Sr., Carpenter & Bricklayer, Daphne~~
50. ~~Mason, Jimmy, Salesman, Fairhope~~
51. ~~Davidson, W.W., Turpentine Farmer, Bay Minette~~
52. ~~Marino, Percy, Mobile Housing Board, Daphne~~
53. ~~Heil, William, Farmer, Elberta~~
54. ~~Byars, Charles Henry, Jr., Farmer, Stockton~~
55. ~~Childress, Mynatt, Farmer, Foley~~
56. ~~Secke, John D., Merchant, Montrose~~
57. ~~Cooper, Charles, Farmer, Rosinton~~
58. ~~Elsava, Clarence, Farmer, Mag. Spgs.~~
59. ~~McLeod, George, State Emp., Gulf Shores~~
60. ~~Hodgeson, William M., Jr., Manufacturer, Bay Minette~~

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CLAUDE T. CREIGHTON,

Plaintiff,

vs.

BORDEN'S DAIRY, a divi-  
sion of the Borden Co.,

Defendant.

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X

X

X

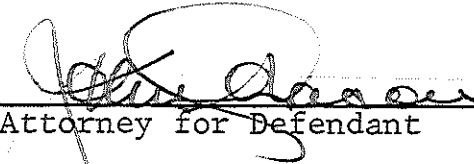
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

LAW SIDE

5785

Comes John Chason as one of the attorneys for the Defendant in the above styled cause and requests that Alice J. Duck as Clerk of said Court shall issue a Subpoena Duces Tecum to James G. McLean as Executive Secretary of the Alabama Milk Control Board at 558 State Office Building, Montgomery, Alabama, and that the said James G. McLean be required to bring with him and produce at 10 o'clock A. M. on Tuesday, April 20, 1965, at the office of the Milk Control Board at the address above stated before Louise Dusenbury, Official Court Reporter, the following instruments, viz: All minute books, orders, notices to the industry, copies of all letters to licensees of the Milk Control Board and all other official records of the Alabama Milk Control Board since January 1, 1960, which in any way affect or pertain to the following named dairymen who were previously licensed as milk producers by the State of Alabama, viz: Claude T. Creighton; R. A. Flowers; W. J. Campbell; John Dubrock; A. V. Campbell; all of whom are resident citizens of Baldwin County, Alabama.

  
Attorney for Defendant

FILED  
APR 3 1965  
ALICE J. DUCK, CLERK  
REGISTER

CLAUDE T. CREIGHTON,

Plaintiff,

vs.

BORDEN'S DAIRY, a division  
of THE BORDEN COMPANY,

Defendant.

§

§

§

§

§

§

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

DEMURRER:

Comes the Defendant in the above styled cause and demurs to the complaint filed in said cause and each and every count thereof, separately and severally, and assigns the following separate and several grounds, viz:

1. That said complaint does not state a cause of action.
2. That said complaint does not allege any duty owing by the Defendant to the Plaintiff.
3. The allegation in each count of the complaint claims damages for the conversion of a milk base without alleging sufficient facts to show that such base is personal property.
4. That each of said counts are vague and indefinite.
5. The allegations of the complaint are not sufficient to show any ownership of a milk base on the part of the Plaintiff.
7. For aught that appears from each count of the complaint the milk base referred to was simply a working arrangement between the parties and was not a property right in the Plaintiff.
7. No specific claim of ownership on the part of the Plaintiff to such milk base is sufficiently set out.
8. Said complaint claims damages for a tort and not for a breach of contract.
9. Count "-2-" of the complaint seeks to set out the quo modo of the negligence on the part of the Defendant without setting


out sufficient facts to establish such negligence.

10. That count "-2-" of said complaint refers to a letter but the contents of such letter are not set out therein.

11. That the allegations as to damages are but conclusions of the pleader.

  
Attorneys for Defendant

Defendant demands a trial of this  
cause by a jury.

  
Attorneys for Defendant

CLAUDE T. CREIGHTON,	§		
Plaintiff,	§	IN THE CIRCUIT COURT OF	
vs.	§		
	§	BALDWIN COUNTY, ALABAMA	
BORDEN'S DAIRY, A Division	§		
of the Borden Company,	§	AT LAW	NO. 5785
Defendant.	§		

DEMURRER:

Comes the Defendant in the above styled cause and files these its additional grounds of demurrer to the complaint filed in said cause and assigns such grounds to each and every count of the complaint, separately and severally, viz:

12. That said complaint fails to allege that the Plaintiff has complied with the Official Rules of Fair Trade Practices promulgated by the Alabama State Milk Control Board in regard to selling or attempting to sell and convey a quota or milk base.

13. That said complaint fails to allege that the Plaintiff had secured the approval of the Alabama State Milk Control Board for the sale of his milk base or quota as required by RULE XV, Subdivision II-B-2.

14. That said complaint does not allege that the person to whom the sale of the quota or milk base was to be made was currently holding a quota at the plant of the Defendant or that the Defendant had consented to the sale of the quota or milk base as required by RULE XV, Subdivision II-B-3.

15. That said complaint does not allege that the Defendant, who had been purchasing the milk from the Plaintiff and who would be involved in a transfer of quota or milk base, had been advised in writing by both the Seller of the herd and the purchaser of the herd and quota in relation to the purported transfer as required by RULE XV, Subdivision IV-A.

5789

CLAUDE T. CREIGHTON,

Plaintiff,

vs

BORDEN'S DAIRY, a division of  
THE BORDEN COMPANY,

Defendant

\* \* \* \* \*

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

\* \* \* \* \*

DEMURRER

\* \* \* \* \*

FILED

NOV 11 1903

ALICE I. DUCK, CLERK  
REGISTER



16. That said complaint does not allege that the transaction in regard to the sale of the milk base referred to in said complaint had been authorized by the Plaintiff, the person purchasing the milk base and the Defendant and that such authorization had been cleared with the Office of the Alabama State Milk Control Board and had received the permission of the Board or of the Executive Secretary of the Board and had been officially recorded in the files of the Milk Control Board as required by RULE XV, Subdivision IV-B.

17. For aught that appears from the complaint no official complaint has been made by the Plaintiff against the Defendant before the Alabama State Milk Control Board because the Plaintiff feels that an injustice has been done him, as allowed by RULE XV, Subdivision IV-C.

18. For aught that appears from the complaint the Plaintiff is not a licensed producer of the Alabama State Milk Control Board and therefore is not governed by or protected by the rules of fair trade practices of such board.

19. That it does not appear from said complaint that the Alabama State Milk Control Board has recognized the quota or milk base of the Plaintiff.

20. That no quota has been or can be established which is binding upon the producer and distributor except as recognized and under the procedure set up by the Alabama State Milk Control Board and such complaint fails to allege that the Plaintiff has such a milk base.

21. It is not alleged in said complaint how the Plaintiff acquired a milk base, whether by purchase, gift or otherwise, nor does such complaint allege a conversion of such base by the Defendant.

22. The allegation in count "2" of the complaint that a conversion of his milk base arose by the denial of the Defendant of Plaintiff's right to sell such base is but a conclusion of the

pleader and fails to allege sufficient facts to show any conversion of such base.

*James Stone & Son*  
Attorneys for Defendant

FILED

FEB 5 1964

ALICE J. DUCK, CLERK  
REGISTER

CLAUDE T. CREIGHTON,

Plaintiff,

vs.

BORDEN'S DAIRY, A Division  
of the Borden Company,

Defendant

\* \* \* \* \*

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 5785

\* \* \* \* \*

DEMURRER

\* \* \* \* \*

CLAUDE T. CREIGHTON

Plaintiff

vs

BORDEN'S DAIRY, a division  
of THE BORDEN COMPANY

Defendant

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO 5285

-1-

The plaintiff claims of the defendant the sum of Nine Thousand Five Hundred Dollars (\$9,500.00) damages for the conversion by them on August 21, 1963, of the following personal property, to-wit:

A milk base of the gallonage of seventy (70) gallons of milk per day, deliverable in Baldwin County, Alabama, to a tank truck of the said defendant for drayage by the said defendant to the Pensacola, Florida, plant of the said defendant.

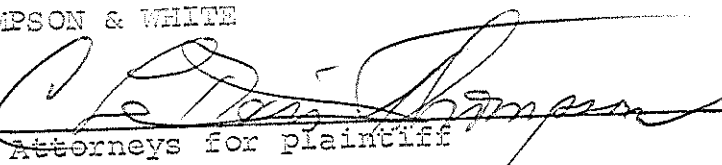
-2-

Plaintiff claims of the defendant the sum of Nine Thousand Five Hundred Dollars (\$9,500.00) for the conversion by the defendant of the following personal property, to-wit: a milk base of 70 gallons per day, deliverable in Baldwin County, Alabama, to a tank truck operated by the defendant for transportation of said milk to the Pensacola, Florida, plant of the said defendant.

Plaintiff avers that said conversion by the said defendant of the milk base aforesaid was the denial by the said defendant of the plaintiff's right to sell said milk base for a valuable consideration as noted by the said defendant through its agent, servant, officer, or employee, on August 21, 1963, as set out in a letter from the said defendant's agent, servant or employee to said plaintiff's attorney.

THOMPSON & WHITE

BY:

  
Attorneys for plaintiff

The foregoing complaint to be served on the statutory agents of the Borden Company, a non-resident corporation, who are Honorable Fred S. Ball, Jr., or Honorable Richard A. Ball, 717 First National Bank Building, Montgomery, Alabama

FILED

OCT 23 1963

JOE L. DUCK, CLERK  
REGISTER

CLAUDE T. CREIGHTON

X

Plaintiff

X

IN THE CIRCUIT COURT OF

vs

X

BALDWIN COUNTY, ALABAMA

BORDEN'S DAIRY, a division  
of THE BORDEN COMPANY

X

AT LAW

NO. \_\_\_\_\_

Defendant

X

*Plaintiff Ex 3*

Comes the Plaintiff in the above styled cause and propounds the following interrogatories to the Defendant herein:

- (1) What is the Defendant's correct name?
- (2) If the Defendant is a corporation, in what State was the Defendant incorporated?
- (3) Is the Defendant qualified under the laws of Alabama to conduct business within the State of Alabama?
- (4) If the Defendant is a non-resident or Foreign corporation qualified to conduct business within the State of Alabama, state the name and address of all agents designated by Defendant for service of Court process.
- (5) Did the defendant purchase milk from producers in Baldwin County, Alabama, during the month of August, 1963?
- (6) Did the defendant transport this milk from the dairy farms or producers in Baldwin County to defendant's plant in Pensacola, Florida, during and prior to the month of August, 1963?

THOMPSON & WHITE

BY: *C. LeNoir Thompson*

Attorneys for Plaintiff

STATE OF ALABAMA  
COUNTY OF BALDWIN

Before me, the undersigned Notary Public, in and for said State and County, personally appeared C. LeNoir Thompson, who being by me first duly sworn, deposes on oath and says as follows: My name is C. LeNoir Thompson and I am one of the Attorneys of Record for the Plaintiff in the above entitled cause, and as such I am authorized to make this affidavit. I further state that the answer of the Defendant to the foregoing interrogatories will, if truthfully made, be material evidence for the Plaintiff on the trial of said cause.

*C. LeNoir Thompson*  
C. LeNoir Thompson

FILED

OCT 23 1963

ALICE J. DUCK, CLERK  
REGISTER...

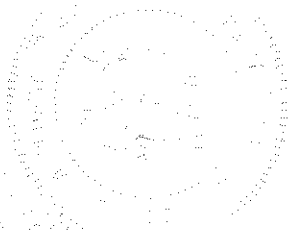
Subscribed and sworn to before me by the said C. Lenoir  
Thompson on this 22 day of Oct, 1963.



He A. Page

Notary Public, Baldwin County, Alabama

The foregoing interrogatories to be served on the statutory  
agents of The Borden Company, a non-resident corporation, who are  
Honorable Fred S. Ball, Jr., ~~and~~ Richard A. Ball, 717 First  
National Bank Building, Montgomery, Alabama.



We the jury find in favor  
of the defendant. (Borden)  
G. M. McL, Foreman

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama,

Baldwin County.

Circuit Court, Baldwin County

No. \_\_\_\_\_

\_\_\_\_\_ TERM, 19\_\_\_\_

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon BORDEN'S DAIRY, a division of THE BORDEN  
COMPANY

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in  
the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against BORDEN'S DAIRY  
a division of THE BORDEN COMPANY, Defendant.

by CLAUDE T. CREIGHTON

\_\_\_\_\_, Plaintiff.

Witness my hand this

23

day of

Oct

1963

Alice J. Luck

\_\_\_\_\_, Clerk

*Executed  
Oct. 24, 1963*



No. 5785

Page \_\_\_\_\_

**STATE of ALABAMA****Baldwin County****CIRCUIT COURT**CLAUDE T. CREIGHTON

Plaintiffs

vs.

✓ BORDEN'S DAIRY, a division ofTHE BORDEN COMPANY

Defendants

1. Summons and Complaint2. Interrogatories

Filed

**FILED**

19\_\_

**OCT 23 1963**

Clerk

**ALICE J. DUCK****CLERK  
REGISTER**

Plaintiff's Attorney

Defendant's Attorney

**RECEIVED IN OFFICE**

Defendant lives at

2194**M. S. BUTLER, Sheriff**

Received In Office

Oct 23, 1963Saylor Wilkins

Sheriff.

I have executed this summons

this \_\_\_\_\_ 19\_\_

by leaving a copy with

**DEPT. OF JUSTICE****M. S. BUTLER**This is the day of Oct 23 1963**EXECUTED BY SERVING A  
COPY OF THE WITHIN ON  
The S. Borden Co.  
Attorney at Law  
for Borden's  
Company****M. S. Butler, Sheriff  
Montgomery County, Ala.**

Sheriff.

of \$ 20The Sheriff claims \_\_\_\_\_  
Deputy Sheriff. \_\_\_\_\_  
at 10c per mile for a total of \_\_\_\_\_

CLAUDE T. CREIGHTON,	Ø	
Plaintiff,	Ø	IN THE CIRCUIT COURT OF
vs.	Ø	
	Ø	BALDWIN COUNTY, ALABAMA
BORDEN'S DAIRY, A Division		
of the BORDEN COMPANY,	Ø	AT LAW NO. 5785
Defendant.	Ø	

Comes the Defendant in the above styled cause and for plea to count "-1-" of the complaint filed in said cause, says:

1. Not guilty.
2. That the allegations of the complaint are untrue.

3. The complaint claims damages for the conversion of a milk base on August 21, 1963. The Defendant is a milk distributor with its plant located in Pensacola, Florida, at which plant the so-called conversion of the milk base occurred. That on October 25, 1962, prior to the date of the alleged conversion, the Florida Milk Commission adopted a base fixing order for Borden's Pensacola Plant, which order allocated all bases in Borden's Pensacola Plant to Florida producers serving such plant and which order required the Defendant to obey such base order under penalty of having its license as a distributor suspended or revoked. The Plaintiff, with other producers, filed a suit in the Circuit Court of Leon County, Florida, against the Florida Milk Commission challenging the validity of such base order. The Circuit Court of said County rendered judgment in favor of the Florida Milk Commission and against the Plaintiff in this case, and others who were joint Plaintiffs therein. Such case was appealed to the Supreme Court of Florida and is now pending before such Court. Such order of the Florida Milk Commission still remains in full force and effect, and, therefore, the Plaintiff Claude T. Creighton had no milk base with the Defendant which would be the subject of any conversion on August 21, 1963, hence the Plaintiff should not re-

cover in this suit.

4. The complaint claims damages for the conversion of a milk base on August 21, 1963. Subsequent to that date, and until August 30, 1963, the Plaintiff continued to deliver milk to the Defendant and such deliveries continued until August 30, 1963, at which time the Plaintiff voluntarily ceased selling milk to the Defendant and thereby voluntarily abandoned any so-called milk base which he may have had at any time prior to that date, with the Defendant, hence he should not recover in this suit.

5. The complaint claims damages for the conversion of a milk base on August 21, 1963. On that date the Plaintiff was not a licensee of the Alabama State Milk Control Board. A milk base in the State of Alabama becomes personal property, which is the subject of a conversion, only when a producer is selling to a distributor, and both are licensed by the Alabama State Milk Control Board. The Plaintiff was not the owner, on August 21, 1963, of personal property which would be the subject of any conversion.

FILED

FEB 28 1964

ALICE L. DUCK, CLERK  
REGISTER

  
Attorneys for the Defendant

CLAUDE T. CREIGHTON,  
Plaintiff,

vs

BORDEN'S DAIRY, A Division  
of the BORDEN COMPANY,

Defendant

\* \* \* \* \*

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW NO. 5785

\* \* \* \* \*

PLEAS

\* \* \* \* \*

FILED  
FEB 26 1964  
ALICE I. DUCK, CLERK  
REGISTER

CLAUDE T. CREIGHTON,	§	
Plaintiff,	§	IN THE CIRCUIT COURT OF
vs.	§	
	§	BALDWIN COUNTY, ALABAMA
BORDEN'S DAIRY, A Division	§	
of the BORDEN COMPANY,	§	AT LAW NO. 5785
Defendant.	§	
	§	

Comes the Defendant in the above styled cause and amends pleas "3" and "4" heretofore filed in said cause so that the same shall read as follows:

3. The complaint claims damages for the conversion of a milk base on August 21, 1963. The Defendant, on that date, and at the present time, is a milk distributor with one of its plants located in Pensacola, Florida, at which plant the so called conversion of milk base occurred. On October 25, 1962, prior to the date of the alleged conversion, the Florida Milk Commission adopted a base fixing order for Borden's Pensacola Plant, which order allocated all bases in Borden's Pensacola Plant to Florida producers serving such plant, which said order the Defendant was required to obey under penalty of having its license as a distributor suspended or revoked. Such order had not been modified or rescinded on August 21, 1963, hence the Plaintiff had no milk base on that date which was the subject of a conversion and he cannot recover in this suit.

4. The complaint claims damages for the conversion of a milk base on August 21, 1963. Such Plaintiff continued to deliver milk to the Defendant until August 30, 1963, with no change in the base arrangements between the parties up to August 30, 1963, at which time the Plaintiff voluntarily ceased selling milk to the Defendant and thereby voluntarily abandoned any milk base which

he may have had with the Defendant prior to such date, hence he should not recover in this suit.

*Henry Stone & Gerson*  
Attorneys for Defendant

FILED

JUL 3 1964

ALICE L. DUCK, CLERK  
REGISTER

5785

CLAUDE T. CREIGHTON,

Plaintiff,

vs.

BORDEN'S DAIRY, a Division  
of the BORDEN COMPANY,

Defendant.

\* \* \* \* \*

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW                      NO. 5785

\* \* \* \* \*

AMENDED PLEAS

\* \* \* \* \*

CLAUDE T. CREIGHTON,	Y	
Plaintiff,	Y	IN THE CIRCUIT COURT OF
Vs.	Y	BALDWIN COUNTY, ALABAMA
BORDEN'S DAIRY, A Division	Y	AT LAW
of the BORDEN COMPANY,	Y	CASE NO. 5785
Defendant.	Y	

Comes now the Plaintiff in the above styled cause and moves the Court to strike Pleas number 3, 4 and 5 filed by Defendant in this cause and for grounds for said motion shows unto the Court as follows:

1.

That Plea #3 is a plea in abatement and a plea in bar.

2.

That Plea #4 is frivolous and irrelevant.

3.

That Plea #5 is frivolous and irrelevant.

THOMPSON AND WHITE

BY: *Clifton Thompson*

**FILED**  
 MAY 1 1964  
 ALICE J. DUCK, CLERK  
 REGISTER



CLAUDE T. CREIGHTON,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
vs.	X	BALDWIN COUNTY, ALABAMA
BORDEN'S DAIRY, a Division	X	AT LAW
of the BORDEN COMPANY,	X	
Defendant.	X	

MOTION

Comes the Defendant in the above styled cause and moves the Court to strike the Replication to Defendant's Pleas 3 and 4 and each paragraph, separately and severally, and as grounds for its said Motion says:

1. That said Replication presents no defense to Defendant's Pleas 3 and 4.
2. That said Replication is frivolous.
3. That said Replication is vague and indefinite.
4. That the allegation in such Replication that the agreement, which is attached as Exhibit A, was for the benefit of the Alabama Producers, of which your Plaintiff was one, is but a conclusion of the Pleader.
5. That said Replication fails to allege that the Plaintiff was an Alabama Producer who was licensed by the Alabama Milk Control Board.
6. The allegation in Exhibit A, which is attached to the Replication, that such agreement was in force and effect on August 21, 1963, is contrary to such agreement which states that it expired August 1, 1963, except upon mutual consent of the parties, and there is no allegation that such agreement was extended by mutual consent of the parties.

7. That the agreement attached as Exhibit A to the Replication is not properly executed by the proper authorities.

8. It is not shown by such Replication when or where the Defendant denied the right of the Plaintiff to sell or dispose of a milk base.

  
Attorneys for Defendant

5785

CLAUDE T. CREIGHTON,  
Plaintiff,

VS

BORDEN'S DAIRY, a Division  
of the BORDEN COMPANY,  
Defendant.

\*\*\*\*\*

MOTION

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FILED

NOV 19 1957

ALICE A. DUFFY, CLERK  
ALICE A. DUFFY, CLERK

CLAUDE T. CREIGHTON,

Plaintiff,

vs.

BORDEN'S DAIRY, A Division  
of the BORDEN COMPANY,

Defendant.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 5785

TO: ALICE J. DUCK, CLERK OF THE CIRCUIT COURT OF BALDWIN COUNTY,  
ALABAMA:

The Defendant is filing herewith its notice to Claude T. Creighton as Plaintiff in the above styled cause, and to his attorneys of record, that it desires to take the testimony of such Plaintiff as set out in such notice, at 9:30 A. M. on August 5, 1964, at the Court House in Bay Minette, Alabama.

Will you please issue a subpoena to the said Claude T. Creighton to appear at said time and place.

CHASON, STONE & CHASON

FILED

JUL 29 1964

ALICE J. DUCK, CLERK  
REGISTER

By:

  
Attorneys for Defendant

CLAUDE T. CREIGHTON,

Plaintiff,

vs

BORDEN'S DAIRY, A Division  
of the BORDEN COMPANY,

Defendant.

\* \* \* \* \*

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 5785

\* \* \* \* \*

CLAUDE T. CREIGHTON	X		
Plaintiff	X	IN THE CIRCUIT COURT OF	
vs	X	BALDWIN COUNTY, ALABAMA	
BORDEN'S DAIRY, a Division of the BORDEN COMPANY	X	AT LAW	NO. _____
Defendant	X		

Comes the plaintiff in the above styled cause and amends his replication to defendant's Pleas 3 and 4 as amended in said cause to read as follows:

1. That on to-wit, the 8th day of May, 1963, the Alabama Milk Control Board and the Florida Milk Commission entered into an agreement in accordance with copy attached hereto and marked plaintiff's Exhibit "A", which agreement was for the specific benefit of your said plaintiff and others including your said plaintiff as one of said beneficiaries of said agreement which said agreement was in effect on August 21, 1963.

~~And further, that said agreement allocated to the said~~  
Alabama producers of which your plaintiff was one, a specified portion of the milk sales to the defendant herein.

2. As to Plea 4 as amended of said answer of the defendant, said plaintiff shows that said defendant denied said plaintiff the right to sell or dispose of his said milk base which said milk base amounted to 1.3779% of all sales of the defendant in Alabama to be allocated to Alabama producers, owned by your said plaintiff and guaranteed or protected under the said agreement between the Alabama Milk Control Board and the Florida Milk Commission, which said agreement was in effect on August 21, 1963.

FILED

NOV 4 1963

Alice J. Duck, Clerk  
Register

  
Attorney for plaintiff

C O P Y

Exhibit "A"

C O P Y

AGREEMENT

The Committee representing the Florida Milk Commission and the Alabama Milk Control Board agrees, in light of the emergency situation existing in the Pensacola milk marketing area that a temporary solution to the plan be adopted by the Alabama State Milk Control Board and immediately recommended for adoption by the Florida Milk Committee, said emergency temporary agreement to be as follows:

- (1) All sales of Borden Company in Alabama to be allocated to Alabama producers.
- (2) Thirty per cent (30%) of the Florida sales to be allocated to Alabama producers.
- (3) The remaining Florida sales of Borden Company (70%) shall be allocated to Florida base earned producers.
- (4) All sales of Alabama produced milk by the Borden plant within the State of Florida shall be subject to all price restrictions and regulations of the Florida Milk Commission.
- (5) All Alabama sales of Alabama produced milk by Borden Company shall be subject to price restrictions and regulations of the Alabama State Milk Control Board.
- (6) The Florida Milk Commission agrees that the Alabama State Milk Control Board shall have all authority necessary to enforce compliance with this agreement within the State of Florida.
- (7) The Alabama State Milk Control Board agrees that the Florida Milk Commission shall have all authority necessary to enforce compliance with this agreement in the State of Alabama.
- (8) This agreement shall be in full force and effect from May 1, 1963, to August 1, 1963, and thereafter upon mutual consent of the parties.
- (9) It is the intent of the parties by this agreement to solve all problems existing between the respective states of Alabama and Florida as they relate to the dairy industry and this agreement contemplates the same or similar arrangement be made in order to protect the Florida producers selling their milk in the State of Alabama.

/s/ Dr. Wallace Miller  
Chairman of Alabama Board

James G. McLean  
Executive Secretary

Signature Wyatt  
Notary Public



CLAUDE T. CREIGHTON,	X		
Plaintiff,	X	IN THE CIRCUIT COURT OF	
vs.	X	BALDWIN COUNTY, ALABAMA	
BORDEN'S DAIRY, A Division	X	AT LAW	NO. 5785
of the BORDEN COMPANY,	X		
Defendant.	X		

MOTION TO STRIKE

Comes the Defendant in the above styled cause and moves to strike the Replication of the Plaintiff and Exhibits "A" and "B" attached thereto to Defendant's Pleas 3 and 4, as amended, and as grounds for its said motion says:

1. That Replication 1 neither admits nor denies the allegation of Defendant's Pleas 3 and 4 as amended.

2. That the Agreement attached as Exhibit "A" to the Plaintiff's Replication does not show that such Agreement was ever formally adopted by the Florida Milk Commission and by the Alabama Milk Control Board.

3. The Agreement attached as Exhibit "A" to Plaintiff's Replication does not allege that such Agreement was for the benefit of Alabama producers who are not licensed by the Alabama Milk Control Board at that time.

4. That nothing appears in Exhibit "A", which is attached to the Replication of the Plaintiff to show that it was for the specific benefit of the Plaintiff.

5. That Exhibit "B", which is attached to the Replication of the Plaintiff, is a copy of a list of names and base percentages without anything listed thereon to show that they are producers licensed by the State of Alabama and entitled to the

benefit of any agreement.

6. That Exhibit "A", which is attached to Plaintiff's Replication, is only an agreement that a plan be adopted by the Florida Milk Commission and Alabama Milk Control Board without any formal adoption of either Board appearing thereon.

7. That it affirmatively appears by paragraph (8) of Exhibit "A" to Plaintiff's Replication that such agreement shall be in force and effect only from May 1, 1963, to August 1, 1963, and thereafter upon mutual consent of the parties and no proof is offered that such agreement was extended beyond August 1, 1963, by mutual consent of the parties.

8. That the Complaint filed by the Plaintiff claims damages for a conversion which is supposed to have occurred on August 21, 1963, and for aught appearing from Plaintiff's Replication any so-called agreement which was entered into by the Florida Milk Commission and the Alabama Milk Control Board on May 8, 1963, had expired by its terms on August 1, 1963.

FILED

NOV 2 1965

ALICE L. DICK, CLERK  
REGISTER

  
Attorneys for Defendant

5785

CLAUDE T. CREIGHTON,

Plaintiff,

vs.

BORDEN'S DAIRY, A Division  
of the BORDEN COMPANY,

Defendant.

\*\*\*\*\*

MOTION TO STRIKE

\*\*\*\*\*

FILED  
NOV 2 1965  
ALICE J. DICK, CLERK  
REGISTERED

CLAUDE T. CREIGHTON

Plaintiff

vs

BORDEN'S DAIRY, A Division  
of the BORDEN COMPANY,

Defendant

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 5785

Comes the plaintiff in the above styled cause and  
for replication to defendant's Pleas 3 and 4 as amended in  
said cause shows as follows:

1. That on to-wit, the 8th day of May, 1963, the  
Alabama Milk Control Board and the Florida Milk Commission  
entered into an agreement in accordance with copy attached  
hereto and marked plaintiff's Exhibit "A", which agreement  
was for the specific benefit of your said plaintiff and  
others setting out the names of the said beneficiaries of  
said agreement which list of producers is marked plaintiff's  
Exhibit "B" and attached hereto and made a part of this  
replication.

And further, that said agreement allocated to the said  
Alabama producers of which your plaintiff was one, a  
specified portion of the milk sales to the defendant herein.

2. As to Plea 4 as amended of said answer of the  
defendant, said plaintiff shows that said defendant denied  
said plaintiff the right to sellor dispose of the milk base  
owned by your said plaintiff and guaranteed or protected under  
the said agreement between the Alabama Milk Control Board and  
the Florida Milk Commission.

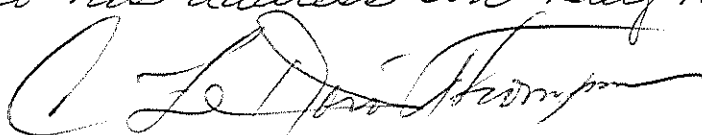
FILED

NOV 1 1965

ALICE J. DICK, CLERK  
RECORDED

  
Attorney for plaintiff

I hereby Certify I have this 1st  
day of November, 1965, mailed a copy  
of the foregoing replication to Honorable  
John Chason, attorney for defendant U. S.  
Postage prepaid to his address in Bay Minette,  
Ala.



C O P Y      Exhibit "A"      C O P Y

AGREEMENT

The Committee representing the Florida Milk Commission and the Alabama Milk Control Board agrees, in light of the emergency situation existing in the Pensacola milk marketing area that a temporary solution to the plan be adopted by the Alabama State Milk Control Board and immediately recommended for adoption by the Florida Milk Committee, said emergency temporary agreement to be as follows:

- (1) All sales of Borden Company in Alabama to be allocated to Alabama producers.
- (2) Thirty per cent (30%) of the Florida sales to be allocated to Alabama producers.
- (3) The remaining Florida sales of Borden Company (70%) shall be allocated to Florida base earned producers.
- (4) All sales of Alabama produced milk by the Borden plant within the State of Florida shall be subject to all price restrictions and regulations of the Florida Milk Commission.
- (5) All Alabama sales of Alabama produced milk by Borden Company shall be subject to price restrictions and regulations of the Alabama State Milk Control Board.
- (6) The Florida Milk Commission agrees that the Alabama State Milk Control Board shall have all authority necessary to enforce compliance with this agreement within the State of Florida.
- (7) The Alabama State Milk Control Board agrees that the Florida Milk Commission shall have all authority necessary to enforce compliance with this agreement in the State of Alabama.
- (8) This agreement shall be in full force and effect from May 1, 1963, to August 1, 1963, and thereafter upon mutual consent of the parties.
- (9) It is the intent of the parties by this agreement to solve all problems existing between the respective states of Alabama and Florida as they relate to the dairy industry and this agreement contemplates the same or similar arrangement be made in order to protect the Florida producers selling their milk in the State of Alabama.

[illegible]

# Exhibit 'B'

9. 8

PRODUCER NAME	BASE %
Adams, J. W.	3.1000
Atkinson, E. W.	2.8351
Campbell, A. V.	2.4870
Campbell, W. C.	1.6780
Coley, H. S.	2.1030
Dubrock, John	1.1516
Ellison, Irma	2.4248
Emmons, Roy	2.1275
Farrar, W. R.	3.4660
Flowers, F. A.	1.0930
Gray, Tom	2.6483
Hughina, Homer S.	4.1039
Lee, H. A.	1.5945
Lee, G. F.	2.0236
Long, C. F.	3.7507
Owens, T. O.	4.0013
Smith, Edger No. 2	3.7899
Stone, B. M.	2.3706
Wilson, J. P.	2.1377
Creighton, Claude T.	1.3779
Black Belt Dairies	40.2759
TOTAL	100.0000

RECEIVED

MAY 12 1962

STATE OF ALABAMA  
MILK CONTROL BOARD  
BIRMINGHAM, ALA.

CLAUDE T. CREIGHTON

Plaintiff

vs

BORDEN'S DAIRY, a division  
of the BORDEN COMPANY

Defendant

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 5785

Comes the plaintiff and moves to strike Amended Pleas number  
3, 4 and 5 as filed by defendant in this cause and for grounds for  
said motion shows unto the Court as follows:

1.

That Plea #3 is a plea in abatement and a plea in bar.

2.

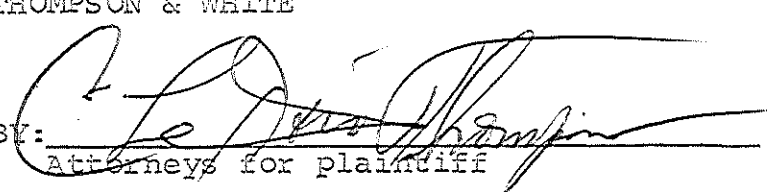
That Plea #4 is frivolous and irrelevant.

3.

That Plea #5 is frivolous and irrelevant.

THOMPSON & WHITE

BY:

  
Attorneys for plaintiff

*Filed 7/9/64*

*10/10/64*