

W. J. CAMPBELL

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. 5796

-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 76.69 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 76.69 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

FILED

OCT 31 1963

ALICE J. DUCK, CLERK
REGISTER

BY:

Attorneys for plaintiff

W. J. CAMPBELL	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		
	X		

Comes the plaintiff in the above styled cause and propounds the following interrogatories to the defendant's agent, servant, or employee, Lamar Garrett:

1. Are you Lamar Garrett?
2. Are you branch manager of the Pensacola plant?
3. How long have you been employed in that plant as manager?
4. Do you know W. J. Campbell, the plaintiff in this cause?
5. How long have you known the plaintiff?
6. Do you know whether or not he had a milk base with Borden's?
7. Was this milk base with the Borden Pensacola plant?
8. Did you keep the milk base for Borden's Dairy in Pensacola?
9. What was the amount of the plaintiff's milk base in December 1960, July, 1961; July, 1962; and July, 1963?
10. When was the last time your company sent the amount of the milk base to the plaintiff?
11. State the amount of the base on that date and attach a copy of the form used to notify the producer.
12. Calculate the percentage of milk that the producer was entitled to furnish as a milk base under the Alabama-Florida compact during the months of July and August, 1963.
13. IS the percentage allotted the plaintiff herein under which Alabama-Florida milk compact as it existed during the month of August, 1963, a percentage of the milk which the Pensacola branch of the Borden Company sells in Alabama?
14. Do you have access to the records of the Borden Company showing the gallonage of milk purchased from the plaintiff at his address in Baldwin County, Alabama, for defendant, the Pensacola, Florida branch?
15. If your answer is "yes", state the gallonage purchased from

the plaintiff for said Pensacola branch for each month during the twelve months preceding September, 1963.

16. State the milk base allotted by the said defendant to W. J. Campbell, plaintiff in this cause for the year September 1, 1962, to September 1, 1963.

17. State the name of any producer who was allotted since August 21, 1963, additional milk base.

18. State the amount of additional milk base allotted each producer getting an increase since August 21, 1963.

19. If your answer to interrogatory fourteen above is "no", state the name and address of the agent, servant, employee or official of the said defendant corporation who has access to the records of the said corporation.

20. State, if you know, the date when the Borden Company last changed the requirements for transferring milk bases.

21. State, if you know what other milk bases or percentages of Alabama produced milk has Borden transferred from one Alabama producer to another Alabama producer since August 21, 1963.

22. Do you know W. J. Barritt, Jr.?

23. If your answer is "yes", what is his capacity with Borden's Dairy, a division of the Borden Company in Florida.

24. Was the Borden Company through its Pensacola branch purchasing or transporting milk from any milk producers in Alabama, which milk is hauled to the Pensacola branch of the said defendant corporation during the month of August, 1963?

25. If your answer is "yes", name the counties in Alabama in which milk producers are located whose milk is transported by the Borden Company or for use in the Borden Company's Pensacola branch plant.

26. If your answer to the preceding question is "yes", name the producers in Baldwin County, Alabama, from whom the Borden Company obtained milk in August 21, 1963.'

27. Give the total gallonage of milk purchased from each Alabama producer during the months of June, July and August, 1963.

27. Were you notified when the Borden Company through the actions of one, W. J. Barritt, Jr., President of the Borden's Dairy in Florida, stated in writing that Borden's would not recognize any purported transfer of plaintiff's milk base by the Borden Company?

28. Is the Borden Company, defendant in this cause, purchasing or transporting milk from any milk producers in Alabama which milk is hauled to the Pensacola branch of the said defendant corporation?

29. If your answer is "yes", name these producers as they were on August 21, 1963, and give the gallonage of milk which was purchased from each producer during the preceding month.

30. Name the producers from which the said defendant is purchasing milk in Alabama for the defendant's Pensacola branch as of the 21st day of September, 1963, and give the gallonage purchased from each of said producers during that period.

31. Do you have a copy of the allotment breakdown of milk base by producers furnished to the State of Alabama Milk Control Board on or about May 13, 1963?

32. If your answer to the preceding question is "yes" attach a copy showing the percentage of Alabama milk designated as the producers' base for each of the Alabama producers.

33. Did W. J. Barritt, Jr., or anyone in authority in the Borden Company, give you any instructions concerning the transfer of Alabama milk base from a producer to a purchaser of such base during the year 1963?

34. If your answer to the preceding question is "yes", state the name or identification of the person instructing you on milk base transfers and attach a copy of the instructions if same are in writing.

THOMPSON & WHITE

BY:

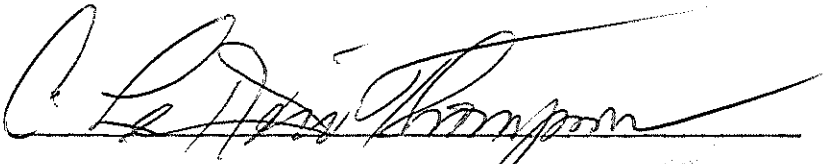

Attorneys for plaintiff

STATE OF ALABAMA

BALDWIN COUNTY

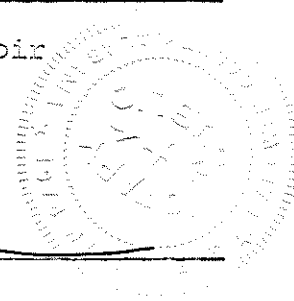
Before me, the undersigned Notary Public, in and for said State and County, personally appeared C. LeNoir Thompson, who being by me first duly sworn, deposes on oath and says as follows:

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 said witness to the foregoing interrogatories will, if truthfully made, be material evidence for the plaintiff on the trial of said cause.



Subscribed and sworn to before me by the said C. LeNoir Thompson on this the 3 day of December, 1963.


Notary Public



FILED

DEC 8 1963

ALICE J. DUCK, CLERK
REGISTER

W. J. CAMPBELL	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	
	X	

Comes the plaintiff in the above styled cause and propounds the following interrogatories to the defendant's agent, servant or employee, W. J. Barritt, Jr.:

(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 months of June, July and August, 1963?

(6) Did the defendant transport this milk from the dairy farms of producers in Baldwin County to defendant's plant in Pensacola, Florida, during and prior to the month of August, 1963?

(7) Did the following plaintiffs: Claude Creighton, R. A. Flowers, A. V. Campbell, W. J. Campbell and John DuBrock, individually, or through their attorney advise you that they wished to sell or transfer their milk bases with Borden's in accordance with the allocation as indicated under the Alabama-Florida compact in effect during the month of August, 1963.

(8) If your answer is "yes" to the foregoing interrogatory, did you authorize the sale or transfer of any of the following named milk bases, including that of the plaintiff herein: R. A. Flowers, Claude Creighton, A. V. Campbell, W. J. Campbell and John DuBrock?

(9) If your answer is "no" to the preceding interrogatory, did you advise the said plaintiff or plaintiffs and/or the attorney of such that the said bases could be transferred and outlined the procedure for said transfer of sale?

(10) If your answer is "no" to the authorization of sale and

transfer, then attach a copy of the letter or letters which you wrote to the plaintiff herein or his attorney, C. LeNoir Thompson in reply to a request for the transfer by your company of a sale of the milk base.

(11) Were you advised as an officer of Borden's, Inc., at Tampa, Florida, concerning the appearance of the said plaintiff herein at the office of Borden's, Inc., of Pensacola, Florida, and of a request personally and by attorney for the said plaintiff herein to Mr. Jay Strubel, an agent, servant or employee of the said Borden's, Inc., as to the required proceedings of Borden's, Inc., under which plaintiff's milk base could be sold or transferred?

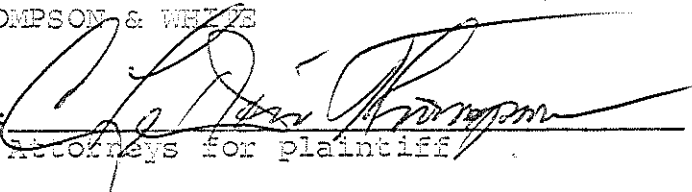
(12) What instructions on the sale of milk base by Baldwin County, Alabama, producers, if any, did you issue to the said Jay Strubel or to Lamar Garrett, both being agents, servants or employees of Borden's, Inc., at Pensacola, Florida?

(13) Attach copies of instructions issued to either or both Jay Strubel and/or Lamar Garrett.

(14) Attach a copy of any letters written C. LeNoir Thompson, attorney for said plaintiff together with a copy of the letter or letters written to Borden's by said C. LeNoir Thompson, in his capacity as attorney for plaintiff.

THOMPSON & WHITE


BY:


Attorneys for plaintiff

STATE OF ALABAMA
BALDWIN COUNTY

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.


Subscribed and sworn to before me by the said C. LeNoir Thompson on this the 3rd day of December, 1963.


Notary Public, Baldwin County, Alabama

FILED

DEC 3 1963

ALICE J. DUCK, CLERK
REGISTER

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. 5796

-----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 W. J. CAMPBELL

-----, Plaintiff-----

Witness my hand this 31 day of Oct. 1963

Alice Duck, Clerk

No.

5796

Page

STATE of ALABAMA

Baldwin County

CIRCUIT COURT

W. J. CAMPBELL

Plaintiffs

vs.

BORDEN'S DAIRY, a division
of THE BORDEN COMPANY

Defendants

Summons and Complaint

Filed

19

Clerk

Hon. Fred S. Ball or
Hon. Richard A. Ball
717 Nat'l Bank Bldg.
Montgomery, Ala.

Plaintiff's Attorney

Defendant's Attorney

2507

Defendant lives at
RECEIVED IN OFFICE

DEC 5 1963
Received in Office

M. S. BUTLER, Sheriff

Sheriff.

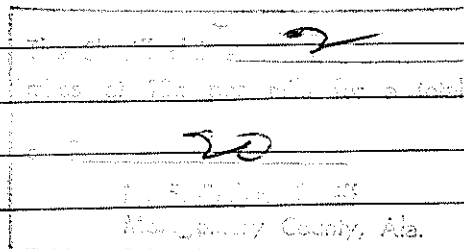
I have executed this summons

this

5 Dec 1963

by leaving 2 copies with

Fred Ball as
agent for The Borden Company



M. S. Butler
Sheriff.

Shaw
Deputy Sheriff.

W. J. CAMPBELL

Plaintiff

vs.

BORDEN'S DAIRY, a division
of THE BORDEN COMPANY

Defendant

X

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 5796

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.
6. 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.

DEMURRER

W. J. CAMPBELL

Plaintiff

vs.

BORDEN'S DAIRY, a division
of THE BORDEN COMPANY

Defendant

* * * * *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

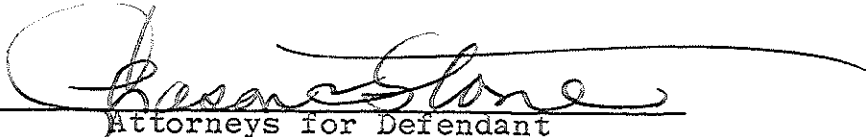
AT LAW

NO. 5796

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

FILED

DEC 16 1963

ALICE J. DUCK, CLERK
REGISTER

DEMURRER

W. J. CAMPBELL

Plaintiff

vs.

BORDEN'S DAIRY, a division
of THE BORDEN COMPANY

Defendant

* * * * *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 5796

FILED
DEC 16 1963
ALICE L. DUCK, CLERK
REGISTER

W. J. CAMPBELL,)	
Plaintiff,)	
-vs-)	
BORDEN'S DAIRY, a Division)	No. 5796
of The Borden Company,)	
Defendant.)	
_____)	

ANSWERS TO INTERROGATORIES

Comes now W. J. BARRITT, JR., President of Borden's Dairy, Division of The Borden Company, Defendant in the above-styled cause, and files his Answers to the Interrogatories propounded by the Plaintiff herein and says:

- 1) The correct name of the Defendant is Borden's Dairy, a Division of The Borden Company.
- 2) The Borden Company was incorporated in the State of New Jersey.
- 3) The Borden Company is qualified under the laws of Alabama to conduct business within the State of Alabama.
- 4) The statutory agent in Alabama designated for service of process upon Defendant is the Corporation Trust Company, First National Bank Building, Montgomery, Alabama.
- 5) Yes.
- 6) Yes.
- 7) The only knowledge I personally had of a producer wanting to transfer a base was through my first conversation with Mr. Thompson on August 14, at which time he advised me that Mr. Creighton wanted to transfer his base.
- 8) I did not, at any time, authorize the sale or transfer of any of the milk bases alleged to belong to the five producers as listed by Mr. Thompson.
- 9) No.
- 10) Copies of all correspondence with Mr. C. L. Thompson, Attorney, are attached.

11) I was advised by Mr. Jay Struble that Mr. C. L. Thompson and five producers, namely: A. V. Campbell, W. J. Campbell, Claude Creighton, John Dubrock and R. A. Flowers, appeared at Borden's office in Pensacola on August 30, 1963, and requested that effective immediately Borden was not to pick up the milk of these producers. Also, a copy of Mr. Thompson's letter of September 13, 1963, addressed to Borden's Dairy at Pensacola was forwarded to me for reply.

12) Our local Pensacola operators, Jay Struble and Lamar Garrett, were well aware that a base was allocated to regular producers supplying the Pensacola plant for the purpose of allocating fairly the utilization of the milk, and that the transfer of a base had to be approved by Borden, and usually was acceptable only if the transferee was satisfactory to Borden and purchased the farm and cattle of the transferor. Also, Messrs. Struble and Garrett were aware of the legal complications pertaining to the new Order of the Florida Milk Commission and the litigation pending regarding bases.

13) No written instructions.

14) Copies of letters written by C. L. Thompson and myself are attached.

W. J. Barritt, Jr.
W. J. Barritt, Jr. (President,
Borden's Dairy, Division of
The Borden Company)

CHASON, STONE & CHASON
P. O. Box 120
Bay Minette, Alabama
Attorneys (for Defendant)

By John Chason
John Chason

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Before me, the undersigned authority, personally appeared W. J. BARRITT, JR., President of Borden's Dairy, Division of The Borden Company, who, upon being first duly sworn, states that the foregoing Answers to Interrogatories are true and correct to the best of his information, knowledge and belief.


W. J. Barritt, Jr.
W. J. Barritt, Jr.

Lillian Robinson
Notary Public

My Commission expires: 12-27-65

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answers to Interrogatories has been furnished to C. L. Thompson of Thompson & White, Attorneys for Plaintiff, 124 Court House Square, Bay Minette, Alabama, by ~~mail~~ ^{hand}, this 5th day of February, 1964.



FILED

FEB 5 1964

ALICE J. DUCK, CLERK
REGISTER

THOMPSON & WHITE

Attorneys-At-Law

BAY MINETTE, ALABAMA

C. LeNoir Thompson

Mary Thompson White

August 19, 1963

937-3321
Phones : 937-7487
937-8335

Mr. W. J. Barrett
Borden's, Inc.
Tampa, Florida

Dear Mr. Barrett:

In line with my telephone conversation with you, I refer to you an excerpt covering testimony of Mr. Lamar Garrett, manager of your Pensacola plant which was taken in the Circuit Court of Baldwin County, Alabama, in the course of a trial and his testimony given under oath.

You will note on page 2 there are bases for the dairymen which bases are kept for the Pensacola plant at Pensacola. At this time and until the Alabama-Florida compact, there is no question that the base of the defendant in this case was legally recognized by your plant and the right to buy and sell such base was recognized by your plant, as noted on pages 4, 5 & 6.

Now since the Alabama-Florida compact, Mr. Creighton was assigned his base in accordance with the base he had maintained and I further learned that the Farm Home Administration had loaned Mr. Creighton to effect the purchase of this herd, property and milk base and has taken a mortgage on the milk base.

Mr. Creighton proposes to sell this milk base and some of his herd and the FMA has been advised of this proposal and I am informed, is approving the sale.

I bring you this information direct so that no confusion will arise on the sale or transfer of these milk bases which have been allocated under the Alabama-Florida compact under the precedent established with your company at Pensacola and on which other rights have materialized.

I will be personally appreciative if you would clear the proposed transfers with your Pensacola plant so there will be no difficulty or confusion arising as these bases are transferred and such transfers are approved by the Alabama Milk Control in accordance with such authority as may develop on the part of Alabama under the Alabama-Florida compact.

Your kindness in advising me further in the matter so that we can handle these proposed transfers with the least possible confusion will be appreciated very much.

Yours very truly,

CLE/AM

cc: Florida Milk Commission.

August 21, 1963

Mr. C. LeNoir Thompson
Thompson & White, Attorneys-At-Law
Bay Minette, Alabama

Dear Mr. Thompson:

This will acknowledge your letter of August 19, 1963.

Borden's cannot and will not recognize any purported transfer of alleged or so-called bases with respect to its Pensacola plant and does not accept the validity of the purported Florida-Alabama so-called compact between the Florida Milk Commission and the Alabama Milk Control Board.

Serious legal problems have arisen out of action of the Florida and Alabama authorities concerning the Pensacola Milk Marketing Area and can only be settled, in all likelihood, by litigation. In these circumstances, it would be highly inadvisable for any Alabama producer to attempt to transfer any alleged or so-called base or quota with respect to Borden's Pensacola plant.

Yours very truly,

WJB/ab

W. J. Barritt, Jr.
President of Division

cc: J. A. McClain, Jr.

THOMPSON & WHITE

Attorneys-At-Law

BAY MINETTE, ALABAMA

C. LeNoir Thompson
Mary Thompson White

September 13, 1963

937-3321
Phones : 937-7487
937-8335

Borden's, Inc.
Pensacola, Florida

ATTN: Mr. Jay Strubel

Dear Mr. Strubel:

This will confirm our conversation on the afternoon of August 30, 1963, when I advised you as attorney for the five producers in Baldwin County that we had arranged the sale of their milk bases and with your approval would obtain the approval of the Alabama Milk Board and the Florida Milk Commission so that the transfers could be effected immediately and you would be able to begin picking up milk from the holders of these bases the following week.

You advised me that you would contact your Tampa office and would let me know on Tuesday, September 3, 1963, the decision of Borden's.

I would respectfully suggest that you have not advised me and the purchasers are awaiting action from you so that I may furnish to you the names and locations for picking up this 375 gallons fairly milk base earned and/or purchased by the five Alabama producers.

Your kindness in advising me the form in which to present the transfer to your company as I requested in that conversation will be appreciated as I do not wish any misunderstanding about the procedures for handling the transfers of these milk bases.

Yours very truly,

CLT/rm

cc: Alabama Milk Control Board
Montgomery, Alabama

Florida Milk Commission
Tallahassee, Florida

September 20, 1963

Mr. C. LeMoire Thompson
Thompson & White
Attorneys at Law
Bay Minette, Alabama

Dear Mr. Thompson:

Your letter of September 13, 1963, addressed to Mr. Jay Struble, Borden's Pensacola Plant, has been referred to me for reply.

You were advised by me in my letter to you dated August 21, 1963, in response to your letter of August 19, 1963, that Borden's could not and would not recognize any purported transfer of alleged or so-called bases with respect to its Pensacola Plant.

On August 30, 1963, you accompanied by the following Alabama producers who had previously delivered milk to Borden's Plant at Pensacola, namely, A. V. Campbell, W. J. Campbell, Claude Creighton, John Dillbrooks and R. A. Flowers, met with Mr. Jay Struble and Borden's Office Manager at Pensacola and advised that effective immediately Borden's was not to pick up the milk of these producers. Consequently, Borden's did not pick up any milk of these producers after August 30. We were later informed that the milk of these producers was being delivered to a plant in Mobile.

You were well aware on August 30, 1963, because of my letter to you dated August 21, 1963, that Borden's would, under no circumstances, recognize any purported transfer of the so-called bases to which you make reference. So far as Borden's is concerned, the above named producers have severed their relationship with Borden's Plant in Pensacola as of August 30, 1963, at their own request, and any relation they now hold for assignment or otherwise must be with the new distributors to which they have been delivering since August 30, 1963.

Yours very truly,

W. J. Barritt, Jr.
President of Division

WJB/ab
cc: Ala. Milk Control Board
Fla. Milk Commission
J. C. Struble

bcc: J. A. McClain
John Pappanastos

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

FILED

W. J. CAMPBELL,

Plaintiff,

FEB 7 1964

-vs-

ALICE J. DUCK,

CLERK
REGISTER

BORDEN'S DAIRY, a Division
of The Borden Company,

Defendant.

No. 5796

ANSWERS TO INTERROGATORIES

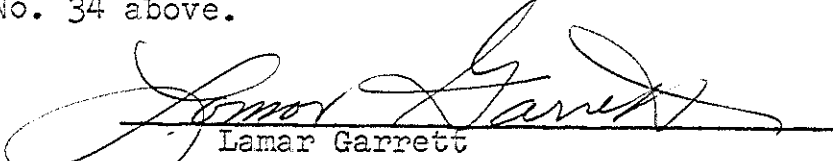
Comes now LAMAR GARRETT, Branch Manager of the Pensacola plant of Borden's Dairy, a Division of The Borden Company, Defendant in the above-styled cause, and files his Answers to the Interrogatories propounded by the Plaintiff herein and says:

- 1) Yes.
- 2) Yes. Borden's Dairy, Pensacola plant.
- 3) As Manager since April 1959.
- 4) Yes.
- 5) I have known him about 4 years.
- 6) Yes, a voluntary, mutually agreed upon base, not handled by any official authority of Alabama or Florida.
- 7) Yes.
- 8) The record of this base was kept at Borden's Pensacola plant until April 1960, and thereafter records were transferred to Borden's District Office, Tampa, Florida, although monthly settlement checks distributed by the Pensacola plant still show the bases of Alabama producers.
- 9) In December 1960, Plaintiff's milk base was 1.8477; July 1961, same; July 1962, same; July 1963, 1.6780.
- 10) This milk base percentile was on the producer's settlement sheet mailed to the Plaintiff for the month of August, 1963.
- 11) See answer to Interrogatory No. 9 above. Form attached hereto.

- 12) Unknown.
- 13) Unknown what so-called compact means.
- 14) Yes.
- 15) See Attachments Numbered 3 and 4.
- 16) As of September 1962, .8477. As of September 1963, 1.6780.
- 17) None.
- 18) None
- 19) Myself.
- 20) There has been no change, except by orders of the Florida Milk Commission, which purport to pre-empt all bases at Borden's Pensacola plant solely for Florida producers. These orders are now being litigated in the Florida courts. The Florida Milk Commission has purported to adopt a so-called Florida-Alabama compact under which Borden's prior system of voluntary milk bases was eliminated. The legality of this compact has been questioned and probably will be litigated.
- 21) None.
- 22) Yes.
- 23) President, Borden's Dairy, a Division of The Borden Company.
- 24) Yes.
- 25) Baldwin, Escambia, Covington, Monroe & Butler Counties, Alabama.
- 26) Claude T. Creighton, John Dubrock, W. J. Campbell, A. V. Campbell, R. A. Flowers and Thomas I. Gray.
- 27) See Attachments Numbered 1 and 2.
- 28) (Mistakenly repeated as No. 27) Yes.
- 29) (Mistakenly called No. 28) Yes.
- 30) (Mistakenly called No. 29) See Attachments 1 and 2.
- 31) (Mistakenly called No. 30) Unable to determine information desired from question.
- 32) (Mistakenly called No. 31) No.
- 33) (Mistakenly called No. 32) See answer to Interrogatory No. 27 above.

34) (Mistakenly called No. 33) Mr. Barritt advised that due to the uncertain legal situation and likelihood that a transferee would obtain nothing, all efforts to transfer herd and base should be discouraged, and the prospective buyer advised that it would be doubtful that he would acquire anything of value.

35) (Mistakenly called No. 34) See answer to Interrogatory No. 34 above.

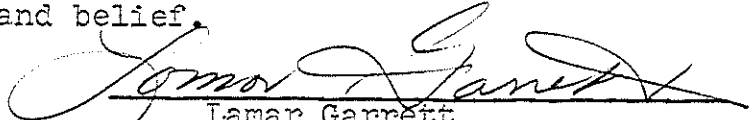

Lamar Garrett


CHASON, STONE & CHASON
P. O. Box 120
Bay Minette, Alabama

By 
John Chason

STATE OF FLORIDA
COUNTY OF ESCAMBIA

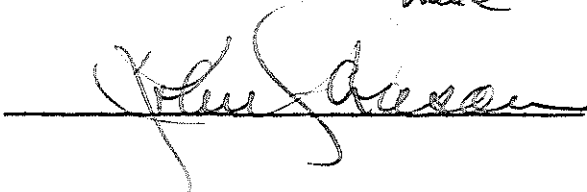
Before me, the undersigned authority, personally appeared LAMAR GARRETT, Branch Manager of the Pensacola plant of Borden's Dairy, a Division of The Borden Company, who, upon being first duly sworn, states that the foregoing answers to Interrogatories are true and correct to the best of his information, knowledge and belief.

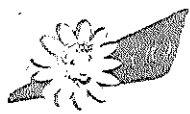

Lamar Garrett


Notary Public

My Commission expires: My Commission Expires Jan. 23, 1968

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answers to Interrogatories has been furnished to C. L. Thompson, of Thompson & White, Attorneys for Plaintiff, 124 Court House Square, Bay Minette, Alabama, by mail, this 7th day of February, 1964. 



Borden's

MILK SETTLEMENT
FLORIDA DISTRICT

W J CAMPBELL
ROUTE 1
ROBERTSDALE ALA

BRANCH	PRODUCER NO
PENSACOLA FL	290

CLASS CODE
1 CLASS I
2 CLASS II
3 CLASS III
4 CLASS IV
5 ALA CLASS
6 BULK SALES
7 BULK TRANSFER
8 MILITARY SALES
9 SCHOOL SALES

BLEND PRICE 5478

PERIOD ENDED DAY YEAR	CODE SEE UPPER RIGHT	BASE PRICE CENTS	RANK	B. TEMPERAT TEST	BLVD. ADJ PER CANTN CENTS	WGT. LBS	
83163	1	5650	16780	360	5478	1652	90497
TOTAL						1652	90497

DEDUCTIONS (CR.)

HAULING CHGS	4956CR
F S DAIRY ASN	165CR
FARMERS HM AD	7500CR
ADVANCE	34500CR

38684

CHECK NUMBER

43376

Net Amount Due

	<u>JUNE</u>								
	<u>Abrams, J.W.</u>	<u>Adkinson, E.W.</u>	<u>Campbell, A.V.</u>	<u>Campbell, W.J.</u>	<u>Coley, H.S.</u>	<u>Dubrock</u>	<u>Ellison</u>	<u>Emmons</u>	<u>Farrar</u>
Class I	3,261	3,258	2,859	1,497	2,417	1,323	2,786	1,712	3,983
Class II						84			1,097
Class VIII		199	140		223		993		1,541

	<u>JULY</u>								
Class I	3,249	3,350	2,940	1,983	2,485	1,361	2,866	2,514	4,096
Class II		382	550			11	83	91	2,223
Class VIII		665	583	116	370		568	499	813

	<u>AUGUST</u>								
Class I	3,726	3,401	2,984	1,652	2,523	1,382	2,909	2,552	4,158
Class II						72			1,065
Class VIII	257	1,090	698		629		26	298	1,567

A T T A C H M E N T 1

JUNE

	<u>Flowers</u>	<u>Gray</u>	<u>Huggins</u>	<u>H.A. Lee</u>	<u>O.F. Lee</u>	<u>Long</u>	<u>T.O. Owens</u>	<u>Smith</u>	<u>Stone</u>	<u>Wilson</u>	<u>Creighton</u>	<u>B.B. Dairies</u>	<u>Totals</u>
Class I	1,256	1,058	4,776	1,832	1,259	4,310	4,598	6,653	2,724	2,916	1,275	55,476	111,229
Class II	158		970	850					650			14,664	18,473
Class VIII						336	1,097	673		333			5,535

JULY

Class I	1,292	1,525	4,911	1,884	1,563	4,432	4,729	6,842	2,801	2,993	1,248	57,050	116,114
Class II	654		970	779		451	12	204	1,095			16,424	23,929
Class VIII						879	938	1,357					6,788

AUGUST

Class I	1,311	1,437	4,986	1,913	2,428	4,500	4,801	6,946	2,844	3,045	777	57,919	118,194
Class II	851		1,666	591	169				1,088			18,565	24,067
Class VIII						1,637	381	694		101			7,378

<u>1962</u>	<u>Creighton</u>	<u>Dubrock</u>	<u>Campbell, A.V.</u>	<u>Flowers</u>	<u>Campbell, W.J.</u>
Sept.					
Class I	1,607	1,219	3,362	1,477	2,268
Class II			1,334	114	238
Oct.					
Class I	1,658	1,177	3,440	1,512	2,321
Class II			1,075	98	381
Nov.					
Class I	1,787	1,242	3,226	1,346	2,176
Class II	103		185		125
Class III	364		929		102
Dec.					
Class I	1,880	1,457	3,393	1,491	2,289
Class II	115		208	91	140
Class III	95		313		727
<u>1963</u>					
Jan.					
Class I	1,803	1,438	3,268	1,436	2,205
Class II			333	35	225
Class III			31		175
Feb.					
Class I	1,338	1,371	2,963	1,073	1,998
Class II		166	426		61
Class IX (School Milk)		91	197		133
March					
Class I	1,456	1,465	3,164	1,390	2,134
Class II		576	1,914	103	380
April					
Class I	1,340	1,427	3,358	1,476	2,265
Class II			1,572	91	
Class VIII (Military Milk)			99		34

<u>1963</u>	<u>Creighton</u>	<u>Dubrock</u>	<u>Campbell, A.V.</u>	<u>Flowers</u>	<u>Campbell, W.J.</u>
May					
Class I	1,282	1,411	3,161	1,389	1,866
Class II			1,003		
Class III				5	
June					
Class I	1,275	1,323	2,859	1,256	1,497
Class I		84		158	
Class VIII (Military Milk)			140		
July					
Class I	1,248	1,361	2,940	1,292	1,983
Class II		11	550	654	
Class VIII (Military Milk)			583		116
August					
Class I	777	1,382	2,984	1,311	1,652
Class II		72		851	
Class VIII (Military Milk)			698		
Totals					
Class I	17,451	16,273	38,118	16,449	24,654
Class II	218	909	8,600	2,195	1,550
Class III	459		1,273	5	1,004
Class VIII			1,520		150
Class IX (School Milk)		91	197		133
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
	18,128	17,273	49,708	18,649	27,491

A T T A C H M E N T

4

S U M M O N S

STATE OF ALABAMA :

COUNTY OF BALDWIN :

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon Baldwin County Eastern Shore Hospital Board to appear within thirty days from the service of this Writ in the Circuit Court of Baldwin County, Alabama, at the place of holding the same and then and there to plead, answer or demur to the Complaint of Patricia A. Sibley.

Witness my hand this 8 day of October, 1965.


CLERK

=====

PATRICIA A. SIBLEY,	:	IN THE CIRCUIT COURT
	:	
Plaintiff,	:	OF BALDWIN COUNTY,
	:	
-VS-	:	ALABAMA
	:	
THOMAS HOSPITAL,	:	AT LAW
	:	
Defendant.	:	CASE NO. 5,696

Comes now the Plaintiff in the above entitled cause and with permission of the Court first had and obtained amends her Complaint to further describe the Defendant in the following manner:

Plaintiff avers that the said Defendant, Thomas Hospital is also known as Baldwin County Eastern Shore Hospital Board, a corporation, but that the said Baldwin County Eastern Shore Hospital Board, a corporation, holds itself out to the public as Thomas Hospital and further that the said Baldwin County Eastern Shore Hospital Board, transacts business in the name of Thomas Hospital and that it is known in Baldwin County, Alabama as Thomas Hospital; and that the said Thomas Hospital and the Baldwin County Eastern Shore Hospital Board are one and the same.

Wherefore, Plaintiff amends her Complaint to further describe the said Thomas Hospital as follows:

PATRICIA A. SIBLEY,

Plaintiff,

-VS-

THOMAS HOSPITAL, also known as
BALDWIN COUNTY EASTERN SHORE
HOSPITAL BOARD,

Defendant.

Comes now the Plaintiff in the above entitled cause and amends her Complaint heretofore filed herein by adding the following separate and several Counts:

COUNT TWO

The Plaintiff claims of the Defendant the sum of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars, as damages, for the breach of a contract entered into between the Plaintiff and the Defendant in Baldwin County, Alabama, on, to-wit, the 27th day of August, 1962, in substance, as follows: The Plaintiff was admitted to the Defendant's hospital on said date as a patient to be nursed and cared for from an illness which she was suffering from, and as such patient Plaintiff agreed to pay to the Defendant its usual charge for such nursing care. In return for the Plaintiff's promise to pay the Defendant its usual charge, the Defendant agreed to properly nurse and care for the Plaintiff and to render such services and treatment in a professional and competent manner. The Plaintiff alleges she paid to the Defendant its usual charge for such treatment, but the Defendant breached the aforesaid contract by not properly nursing the Plaintiff in that the Plaintiff suffered a collapsed right shoulder and right clavical and the Plaintiff's body was also bruised and broken and she was also caused to suffer excruciating physical pain and mental anguish, she was caused to incur doctors, hospital and medical expenses for the care and treatment of her said injuries, she was caused to lose time from her work, she was permanently injured, she received a permanent disability; all to her damage in the sum aforesaid, hence this suit.

JAMES R. OWEN and
FOREMAN & BROWN
Attorneys for Plaintiff

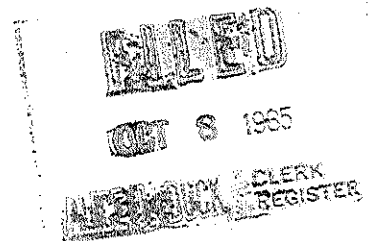
By: *Alton R. Brown, Jr.*
Alton R. Brown, Jr.

Serve Baldwin County Eastern Shore Hospital Board
in Fairhope, Alabama

CERTIFICATE OF SERVICE *7d*

I do hereby certify that I have on this _____
day of *October*, 196*5*, served a copy of the
foregoing pleading on counsel for all parties to this
proceeding by mailing the same by United States mail,
properly addressed, and first class postage prepaid.

Alton R. Brown, Jr.



S U M M O N S

STATE OF ALABAMA :

COUNTY OF BALDWIN :

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon Baldwin County Eastern Shore Hospital Board to appear within thirty days from the service of this Writ in the Circuit Court of Baldwin County, Alabama, at the place of holding the same and then and there to plead, answer or demur to the Complaint of Patricia A. Sibley.

Witness my hand this _____ day of October, 1965.

CLERK

=====

PATRICIA A. SIBLEY,	:	IN THE CIRCUIT COURT
	:	
Plaintiff,	:	OF BALDWIN COUNTY,
	:	
-VS-	:	ALABAMA
	:	
THOMAS HOSPITAL,	:	AT LAW
	:	
Defendant.	:	CASE NO. 5,696

Comes now the Plaintiff in the above entitled cause and with permission of the Court first had and obtained amends her Complaint to further describe the Defendant in the following manner:

Plaintiff avers that the said Defendant, Thomas Hospital is also known as Baldwin County Eastern Shore Hospital Board, a corporation, but that the said Baldwin County Eastern Shore Hospital Board, a corporation, holds itself out to the public as Thomas Hospital and further that the said Baldwin County Eastern Shore Hospital Board, transacts business in the name of Thomas Hospital and that it is known in Baldwin County, Alabama as Thomas Hospital; and that the said Thomas Hospital and the Baldwin County Eastern Shore Hospital Board are one and the same.

Wherefore, Plaintiff amends her Complaint to further describe the said Thomas Hospital as follows:

PATRICIA A. SIBLEY,

Plaintiff,

-VS-

THOMAS HOSPITAL, also known as
BALDWIN COUNTY EASTERN SHORE
HOSPITAL BOARD,

Defendant.

Comes now the Plaintiff in the above entitled cause and amends her Complaint heretofore filed herein by adding the following separate and several Counts:

COUNT TWO

The Plaintiff claims of the Defendant the sum of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars, as damages, for the breach of a contract entered into between the Plaintiff and the Defendant in Baldwin County, Alabama, on, to-wit, the 27th day of August, 1962, in substance, as follows: The Plaintiff was admitted to the Defendant's hospital on said date as a patient to be nursed and cared for from an illness which she was suffering from, and as such patient Plaintiff agreed to pay to the Defendant its usual charge for such nursing care. In return for the Plaintiff's promise to pay the Defendant its usual charge, the Defendant agreed to properly nurse and care for the Plaintiff and to render such services and treatment in a professional and competent manner. The Plaintiff alleges she paid to the Defendant its usual charge for such treatment, but the Defendant breached the aforesaid contract by not properly nursing the Plaintiff in that the Plaintiff suffered a collapsed right shoulder and right clavical and the Plaintiff's body was also bruised and broken and she was also caused to suffer excruciating physical pain and mental anguish, she was caused to incur doctors, hospital and medical expenses for the care and treatment of her said injuries, she was caused to lose time from her work, she was permanently injured, she received a permanent disability; all to her damage in the sum aforesaid, hence this suit.

JAMES R. OWEN and
FOREMAN & BROWN
Attorneys for Plaintiff

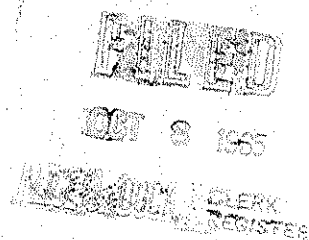
By: *Alton R. Brown, Jr.*
Alton R. Brown, Jr.

Serve Baldwin County Eastern Shore Hospital Board
in Fairhope, Alabama

CERTIFICATE OF SERVICE *7th*

I do hereby certify that I have on this *7th*
day of *Oct*, 196*5*, served a copy of the
foregoing pleading on counsel for all parties to this
proceeding by mailing the same by United States mail,
properly addressed, and first class postage prepaid.

Alton R. Brown, Jr.



S U M M O N S

STATE OF ALABAMA :

COUNTY OF BALDWIN:

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon Thomas Hospital to appear within thirty days from the service of this writ in the Circuit Court of Baldwin County, Alabama, at the place of holding the same and then and there to plead, answer or demur to the complaint of Patricia A. Sibley.

Witness my hand this _____ day of _____, 1963.

CLERK

=====

PATRICIA A. SIBLEY,	*	IN THE CIRCUIT COURT
Plaintiff	*	OF BALDWIN COUNTY,
-VS-	*	ALABAMA
THOMAS HOSPITAL,	*	AT LAW
Defendant	*	CASE NO. _____

C O U N T O N E

Plaintiff claims of the Defendant the sum of, to-wit, Twenty-five Thousand and No/100 (\$25,000.00) Dollars, as damages, for that heretofore and on, to-wit, the 31st day of August, 1962, the Defendant was engaged in the business of conducting a hospital for the treatment of patients requiring medical treatment, and for a reasonable compensation the Defendant undertook, promised and agreed to properly nurse and care for the Plaintiff who was admitted to said hospital on the 27th day of August, 1962, for the purpose of receiving medical treatment, and that while Plaintiff was in said hospital for such medical treatment, Plaintiff suffered a collapsed right shoulder and right clavical by reason of the negligence of two of the nurses employed by the Defendant in the care of Plaintiff while said nurses were engaged in and about the duties of their employment. Plaintiff further avers that as a proximate consequence of the negligence of the Defendant's nurses, as aforesaid, the Plaintiff was injured and damaged as follows: her body was bruised

and broken, and she was made sick, sore, and lame, she was caused to suffer excruciating physical pain and mental anguish and will be caused to suffer such in the future, she was caused to incur doctors, hospital and medical expenses for the care and treatment of her said injuries and will incur further such expenses in the future, she was caused to lose time from her work, and will lose more time from her work in the future, she was permanently injured, she received a permanent disability; all to her damage in the sum aforesaid hence this suit.

FOREMAN & BROWN
Attorneys for Plaintiff

By _____
Alton R. Brown, Jr.

Plaintiff demands a trial by jury.

By _____
Alton R. Brown, Jr.

Defendant may be served at:

Morphy Avenue
Fairhope, Alabama

FILED
OCT 8 1965
CLERK
FEDERAL COURT

PATRICIA A. SIBLEY, : IN THE CIRCUIT COURT OF
Plaintiff : BALDWIN COUNTY
v. : ALABAMA
THOMAS HOSPITAL, : AT LAW
Defendant. : Case No. 5696

PLEA IN ABATEMENT

Comes now the separate and several defendant Thomas Hospital, and appears solely and specially for the purpose of pleading in abatement, and for no other purpose, and, pleading in abatement, assigns to each separate and several count of the complaint filed herein, as last amended, the following separate and several pleas in abatement, separately and severally:

1. That the true name of the named defendant "Thomas Hospital" is not as set forth in said complaint but that its true name is now, was at the time of the commencement of this suit and has been at all times since then "Baldwin County Eastern Shore Hospital Board", and that it is now, was at the time of the commencement of this suit and has been at all times since then a corporation, all of which is hereby verified.

2. That there is not now, was not at the time of the commencement of this suit and has not been at any time since then any such defendant entity as "Thomas Hospital".

3. That the true name of said named defendant is "Baldwin County Eastern Shore Hospital Board", a corporation, and that said corporation is immune from suit under the doctrine of governmental immunity.

4. That the true name of said named defendant is "Baldwin County Eastern Shore Hospital Board", a corporation, and that said corporation is immune from suit under the doctrine of governmental immunity in that said corporation was organized and is operated under the provisions of Act 46, Acts of the Legislature of Alabama of 1949, Regular Session, p. 64, approved June 2, 1949.

Louis E. Braswell

Paul A. T. Smith
Attorney for Defendant
622 First National Bank Building
Mobile, Alabama

Of Counsel:

HAND, ARENDALL, BEDSOLE,
GREAVES & JOHNSTON

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, Richard T. Woodbridge a Notary Public in and for said County in said State, comes Louis E. Braswell, who, being duly sworn, deposes and says that he is one of the attorneys at law for the defendant, and

that the facts set forth in each of the above pleas in
abatement are true and correct.

Louis E. Brandt

Subscribed and sworn to before me,
on this 15th day of October,
1965.

Rachel K. Woodruff
Notary Public, Mobile County, Alabama

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and correct
copy of the foregoing pleading to Alton R.
Brown, Jr., Esq., Attorney for Plaintiff
by depositing a copy of same in the United States mail,
postage prepaid, addressed to said attorney at his off-
ice in Mobile, Alabama on this, the 15 day of
October, 19 65.

Louis E. Brandt

PATRICIA A. SIBLEY, : IN THE CIRCUIT COURT OF
Plaintiff : BALDWIN COUNTY, ALABAMA
v. : AT LAW
THOMAS HOSPITAL, :
Defendant. : Case No. 5696

PLEA IN ABATEMENT

Comes now Baldwin County Eastern Shore Hospital Board, separately and severally, and appears solely and specially for the purpose of pleading in abatement, and for no other purpose, and, pleading in abatement, assigns to each separate and several count of the complaint filed herein, as last amended, the following separate and several pleas in abatement; separately and severally:

1. That said Baldwin County Eastern Shore Hospital Board has not been named as a defendant in this suit.
2. That there still remains only one defendant in this suit, namely, Thomas Hospital; said Thomas Hospital is described as also being known as Baldwin County Eastern Shore Hospital Board, but Baldwin County Eastern Shore Hospital Board has not been made a defendant in this suit.
3. That Baldwin County Eastern Shore Hospital Board has not been made a defendant in this suit; the amended complaint shows by its terms that the usage of the words Baldwin County Eastern Shore Hospital Board was merely

"to further describe the said Thomas Hospital."

4. That Baldwin County Eastern Shore Hospital Board is immune from suit under the doctrine of governmental immunity.

5. That Baldwin County Eastern Shore Hospital Board is immune from suit under the doctrine of governmental immunity in that Baldwin County Eastern Shore Hospital Board is a corporation which was organized and is operated under the provisions of Act 46, Acts of the Legislature of Alabama of 1949, Regular Session, p. 64, approved June 2, 1949.

Louis E. Braswell

Paul W. T. Brock
Attorney for Baldwin County Eastern
Shore Hospital Board
622 First National Bank Building
Mobile, Alabama

Of Counsel:

HAND, ARENDALL, BEDSOLE,
GREAVES & JOHNSTON

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, Rachel K. Woodley, a Notary
Public in and for said County in said State, comes Louis
E. Braswell, who, being duly sworn, deposes and says that

FILED
OCT 18 1949
CLERK
RECEIVED

he is one of the attorneys at law for Baldwin County Eastern Shore Hospital Board, and that the facts set forth in each of the above pleas in abatement are true and correct.

Louis E. Braswell

Subscribed and sworn to before me,

on this 15th day of October,

1965.

Rachel K. Woodbridge
Notary Public, Mobile County, Alabama

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and correct copy of the foregoing pleading to Alton R.

Brown, Jr., Esq., Attorney for Plaintiff by depositing a copy of same in the United States mail, postage prepaid, addressed to said attorney at his office in Mobile, Alabama on this, the 15 day of

October, 19 65.

Louis E. Braswell

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON
LAWYERS

FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

36601

MAILING ADDRESS:
P. O. BOX 123

CABLE ADDRESS:
HAB

TELEPHONE:
432-5514
AREA CODE 205

CHAS. C. HAND
C. B. ARENDALL, JR.
T. MASSEY BEDSOLE
THOMAS G. GREAVES, JR.
WM. BREVARD HAND
VIVIAN G. JOHNSTON, JR.
PAUL W. BROCK
ALEX. F. LANKFORD, III
EDMUND R. CANNON, JR.
LYMAN F. HOLLAND, JR.
J. THOMAS HINES, JR.
DONALD F. PIERCE
LOUIS E. BRASWELL
HAROLD D. PARKMAN
G. PORTER BROCK, JR.
HARWELL E. COALE, JR.
STEPHEN G. CRAWFORD
JERRY A. McDOWELL

October 15, 1965

Mrs. Alice J. Duck
Clerk
Circuit Court of Baldwin County
Bay Minette, Alabama

Re: Sibley v. Thomas Hospital
Case No.: 5696
Circuit Court of Baldwin County
Our File: LEB 4438 A

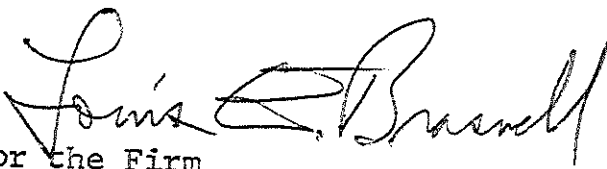
Dear Mrs. Duck:

With this letter I enclose the originals of a plea in abatement on behalf of Thomas Hospital and a plea in abatement on behalf of Baldwin County Eastern Shore Hospital Board. I would appreciate very much your filing these appropriately.

Would you please initial the enclosed carbon copy of this letter and return it to me in the stamped addressed envelope so that I might know that the pleas in abatement have been appropriately filed.

Thank you very much.

Yours very truly,


For the Firm

LEB.mtl
Enclosures