

STATE OF ALABAMA

IN THE CIRCUIT COURT - LAW SIDE

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Southland Frozen Foods, Inc., a foreign corporation, 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 same, then and there to answer the Complaint of Jesse Rhodes.

Witness my hand this 29 day of August, 1967.

Alice J. Luck
Clerk

JESSE RHODES,

X

Plaintiff,

X

IN THE CIRCUIT COURT OF

vs.

X

BALDWIN COUNTY, ALABAMA

X

SOUTHLAND FROZEN
FOODS, INC., A
Foreign Corporation,

X

AT LAW

Defendant.

X

7712

COUNT ONE

The Plaintiff claims of the Defendant Nine Thousand Dollars (\$9,000.00) as damages for the breach by the Defendant of a contract entered into with the Plaintiff in and by the terms of which contract the Plaintiff agreed to plant, and did plant, one hundred and twenty (120) acres of snapbeans on land owned or leased by the Plaintiff in Baldwin County, Alabama, and the Defendant did agree in and by the terms of said contract to purchase the snapbeans at Seventy Dollars (\$70.00) per ton F.O.B. Foley, Alabama.

The Plaintiff further alleges that in and by the terms of said contract he agreed to purchase, and did purchase, the seed necessary to plant said beans and to plant the same on dates, and to the extent, required by the Defendant and as instructed by the Defendant, and which said planting was done in accordance with the instructions of the Defendant. The Plaintiff further alleges that in and by the terms of said contract the Defendant was to be responsible for the harvesting of said beans and such harvesting was to be done at such times and in such manner as it should specify under its complete supervision and control. The Plaintiff further alleges that he complied in all respects with the terms and provisions of said contract and purchased from the Defendant 10,800 pounds of seed and planted the same on the dates and in the manner specified by the Defendant and cultivated said beans to maturity, but notwithstanding that the Plaintiff had complied with all of the terms and provisions of said contract the Defendant harvested only twenty-five (25) acres of the beans planted by the Plaintiff under said contract and agreement and failed or refused to harvest the remaining ninety-five (95) acres of beans, and as a result of the failure of the Defendant to harvest said beans at maturity, the Plaintiff lost and was required to plow under the remaining ninety-five (95) acres of beans and thereby lost the sale thereof, all to his damage aforesaid, wherefore he brings this suit and ask judgment in the above amount.

Respectfully submitted,

CHASON, STONE & CHASON,

By: 

The Plaintiff demands a trial of this cause by a jury.

CHASON, STONE & CHASON

By: 

Attorneys for Plaintiff

FILED

AUG 29 1967

704

ALICE J. DUCK

CLERK
REGISTER

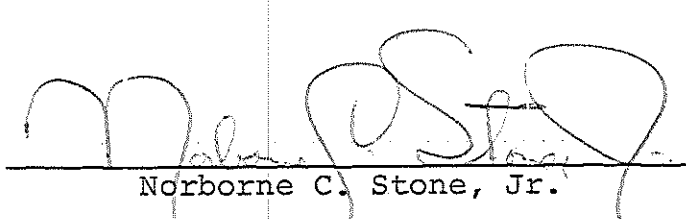
STATE OF ALABAMA

AFFIDAVIT

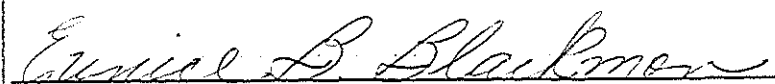
BALDWIN COUNTY

Before me, the undersigned authority, personally appeared Norborne C. Stone, Jr., who is known to me and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

That his name is Norborne C. Stone, Jr. and he is one of the Attorneys of Record for Jesse Rhodes in that certain cause now pending in the Circuit Court of Baldwin County, Alabama, At Law, wherein Jesse Rhodes is the Plaintiff and Southland Frozen Foods, Inc., is the Defendant. That the Defendant is a foreign corporation doing business in the State of Alabama and which was *and its address is P.O. Box 1000, Plant City, Florida 33566* doing business in the State of Alabama on February 21, 1967. That he has been informed and believes and upon such information and belief alleges that the Defendant has not qualified to do business in the State of Alabama in accordance with the statutes in such cases made and provided. The purpose of this affidavit is to secure service upon the Defendant by service upon the Secretary of State of the State of Alabama in accordance with the statutes in such cases made and provided.


Norborne C. Stone, Jr.

Sworn to and subscribed before me
on this the 29th day of August,
1967.


Notary Public, Baldwin County, Alabama.

3411 RECEIVED
RECEIVED IN OFFICE
AUG 29 1967
AUG 30 1967 SEP 1 1967
TAYLOR WILKINS
SHERIFF
M. S. BUTLER, Sheriff

RECEIVED

AUG 31 1967

TAYLOR WILKINS
SHERIFF

Executed by serving 3 copies of
the within on Mable Ames
Secretary of State of The State of
Alabama.

This the 1 day of Sept 19 67

Sheriff of Montgomery County,
M. S. Butler,

By W. L. Mason D. S.

M. S. Butler, Sheriff of Montgomery
County, Alabama, Claim \$1.50 each for
serving 1 process(es) and \$1.00
travel expense on each of 1
process(es) or a total of \$2.50

W. L. Mason Deputy Sheriff

7712
Jesse Rhodes,
Plaintiff

vs.
Southland Frozen
Foods, Inc. a foreign
Corp.
Def.

Chason, Stone & Chason

We the jury find for the plaintiff
and award the damages in the
amount of \$7000.
A W Pearce
Foreman

JESSE RHODES,

Plaintiff,

VS.

SOUTHLAND FROZEN FOODS,
INC., a Foreign Corporation,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

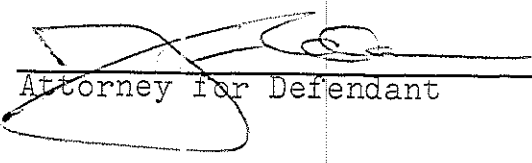
AT LAW

NO. 7712

PLEA

Now comes the defendant in the above styled cause and
for plea to the complaint heretofore filed in said cause says:

1. The allegations of the complaint are untrue.


Attorney for Defendant

*Filed: March 12, 1969,
J. J. Mason
Judge*

JESSE RHODES,

Plaintiff,

VS.

SOUTHLAND FROZEN FOODS,
INC., a Foreign Corporation,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

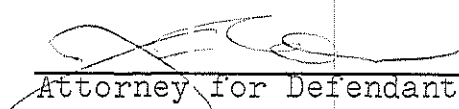
AT LAW

NO. 7712

DEMURRER

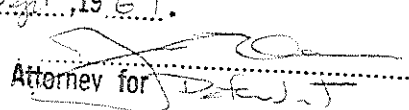
Now comes the defendant in the above styled cause and demurs to the complaint heretofore filed in said cause and as grounds for said demurrer assign the following, separately and severally:

1. The said complaint does not state a cause of action.
2. The complaint refers to a contract but does not allege whether the contract was in writing or was oral.
3. The said complaint refers to a contract but does not attach a copy of the contract to the complaint.
4. The said complaint does not allege the terms and conditions under which the defendant was to purchase snap beans from the plaintiff.
5. The allegation that the plaintiff lost and was required to plow under 95 acres of beans and thereby lost the sale thereof is a mere conclusion of the pleader.


Attorney for Defendant

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 21st day of Sept., 1967.


Attorney for Plaintiff

FILED

SEP 21 1967

ALICE J. DUCK

CLERK
REGISTER

- 40
- 41
- 42
- 43
- 44
- 45
- 46
- 47
- 48
- 49
- 50
- 51
- 52
- 53
- 54
- 55
- 56
- 57
- 58
- 59
- 60
- 61
- 62
- 63
- 64
- 65
- 66
- 67
- 68
- 69
- 70
- 71
- 72
- 73
- 74
- 75
- 76
- 77
- 78
- 79
- 80
- 81
- 82
- 83
- 84
- 85
- 86
- 87
- 88
- 89
- 90
- 91
- 92
- 93
- 94
- 95
- 96
- 97
- 98
- 99
- 100

P. XXXX X

2 XXXXX ✓

September 11, 1967

JESSE RHODES, Plaintiff

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

VS.

SOUTHLAND FROZEN FOODS, INC., A FOREIGN
CORPORATION, Defendant

CASE NO. 7,712

STATE OF ALABAMA
MONTGOMERY COUNTY

Before me, Sara F. Blackerby, a Notary Public in and for said State-at-Large, personally appeared Mabel Amos, Secretary of State of the State of Alabama, who is known to me and who, being duly sworn, deposes and says that in her official capacity as Secretary of State of the State of Alabama she, on the 1st day of September, 1967, sent by certified mail in an envelope addressed as follows:

"Southland Frozen Foods, Inc.
P. O. Box 1000
Plant City, Florida 33566"

"Certified Mail—
Return Receipt Requested
~~XXXXXX~~"

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

"Southland Frozen Foods, Inc.
P. O. Box 1000
Plant City, Florida 33566

You will take notice that on September 1, 1967, the Sheriff of Montgomery County, Alabama, served upon me, in my official capacity, Summons and Complaint and Affidavit in a case entitled: JESSE RHODES, Plaintiff VS SOUTHLAND FROZEN FOODS, INC., A FOREIGN CORPORATION, Defendant

in the CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, AT LAW
Case No. 7,712

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

WITNESS MY HAND and the Great Seal of the State of Alabama this the 1 day of September, 1967

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

Enclosures (2)

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

Affiant further says that on September 11, 1967, she received the "Return Card" showing receipt by the designated addressee of the aforementioned matter at Plant City, Fla. on September 8, 1967

Mabel S Amos
Affiant—Mabel Amos
Secretary of State

Sworn to and subscribed before me, this the 11th day of September, 1967

Sara F. Blackerby
Notary Public—State-at-Large
My Commission expires: 1-17-71

Enclosures—"Return Receipt" and
Copy of Process

CC: Honorable Norborne C. Stone, Jr.
Chason, Stone and Chason
157 Hoyle Avenue
Bay Minette, Alabama 36507

STATE OF ALABAMA

IN THE CIRCUIT COURT - LAW SIDE

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Southland Frozen Foods, Inc., a foreign corporation, 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 same, then and there to answer the Complaint of Jesse Rhodes.

Witness my hand this 29 day of August, 1967.

Alice J. Duck
Clerk

JESSE RHODES,

Plaintiff,

vs.

SOUTHLAND FROZEN
FOODS, INC., A
Foreign Corporation,

Defendant.

X

)

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

7712

COUNT ONE

The Plaintiff claims of the Defendant Nine Thousand Dollars (\$9,000.00) as damages for the breach by the Defendant of a contract entered into with the Plaintiff in and by the terms of which contract the Plaintiff agreed to plant, and did plant, one hundred and twenty (120) acres of snapbeans on land owned or leased by the Plaintiff in Baldwin County, Alabama, and the Defendant did agree in and by the terms of said contract to purchase the snapbeans at Seventy Dollars (\$70.00) per ton F.O.B. Foley, Alabama.

The Plaintiff further alleges that in and by the terms of said contract he agreed to purchase, and did purchase, the seed necessary to plant said beans and to plant the same on dates, and to the extent, required by the Defendant and as instructed by the Defendant, and which said planting was done in accordance with the instructions of the Defendant. The Plaintiff further alleges that in and by the terms of said contract the Defendant was to be responsible for the harvesting of said beans and such harvesting was to be done at such times and in such manner as it should specify under its complete supervision and control. The Plaintiff further alleges that he complied in all respects with the terms and provisions of said contract and purchased from the Defendant 10,800 pounds of seed and planted the same on the dates and in the manner specified by the Defendant and cultivated said beans to maturity, but notwithstanding that the Plaintiff had complied with all of the terms and provisions of said contract the Defendant harvested only twenty-five (25) acres of the beans planted by the Plaintiff under said contract and agreement and failed or refused to harvest the remaining ninety-five (95) acres of beans, and as a result of the failure of the Defendant to harvest said beans at maturity, the Plaintiff lost and was required to plow under the remaining ninety-five (95) acres of beans and thereby lost the sale thereof, all to his damage aforesaid, wherefore he brings this suit and ask judgment in the above amount.

Respectfully submitted,

CHASON, STONE & CHASON,

By: 

The Plaintiff demands a trial of
this cause by a jury.

CHASON, STONE & CHASON

By: 

Attorneys for Plaintiff

FILED

AUG 29 1967

ALICE A. HILL
CLERK
REGISTERED

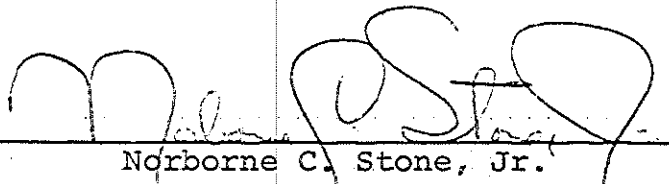
STATE OF ALABAMA

AFFIDAVIT

BALDWIN COUNTY

Before me, the undersigned authority, personally appeared Norborne C. Stone, Jr., who is known to me and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

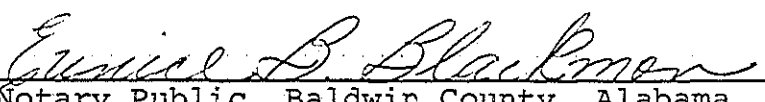
That his name is Norborne C. Stone, Jr. and he is one of the Attorneys of Record for Jesse Rhodes in that certain cause now pending in the Circuit Court of Baldwin County, Alabama, At Law, wherein Jesse Rhodes is the Plaintiff and Southland Frozen Foods, Inc., is the Defendant. That the Defendant is a foreign corporation doing business in the State of Alabama and which was ^{and its address is P.O. Box 1000, Plant City, Florida 33566} doing business in the State of Alabama on February 21, 1967, That he has been informed and believes and upon such information and belief alleges that the Defendant has not qualified to do business in the State of Alabama in accordance with the statutes in such cases made and provided. The purpose of this affidavit is to secure service upon the Defendant by service upon the Secretary of State of the State of Alabama in accordance with the statutes in such cases made and provided.


Norborne C. Stone, Jr.

Sworn to and subscribed before me

on this the 29th day of August,

1967.


Notary Public, Baldwin County, Alabama.