

McMILLIAN & HARRISON
FERTILIZER COMPANY, INC.
A CORPORATION,
Plaintiff,

-VS-

JAMES SALAC,
Defendant.

IN THE CIRCUIT COURT
OF BALDWIN COUNTY, ALABAMA.
AT LAW- No. 569.

Comes the defendant in the above entitled cause, and
for answer to plaintiff's complaint says:

That the defendant is not indebted to the plaintiff
in the said sum claimed, for that prior to June 27, 1935, he
paid to the Baldwin County Farmers Union Cooperative, Local #41,
the agent of the plaintiff, the full amount of the debt sued on,
and that subsequent thereto the plaintiff and the said Baldwin
County Farmers Union Cooperative, Local #41, entered into an
agreement with the said plaintiff, wherein and whereby the said
Baldwin County Farmers Union Cooperative, Local #41, sold and
transferred to the plaintiff 20,000 burlap potato bags in the
settlement of its account with the plaintiff which it owed to
the plaintiff on account of payments made by this defendant and
others for fertilizer bought from the plaintiff through the
said Baldwin County Farmers Union Cooperative, Local #41, and the
said plaintiff received and accepted the said goods, wares and
merchandise in settlement of the demand of the plaintiff against
this defendant.

John P. Beebe
Attorney for defendant.

The defendant demands a trial

by Jury

John P. Beebe
Attorney for defendant.

ANSWER OF DEFENDANT

McMillian & Harrison
Fertilizer Company, Inc.
A Corporation,

Plaintiff

-VS-

James Salac,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW
No. 569

Filed March 30, 1940
R.S. Deuch, Clerk

MCMILLIAN AND HARRISON FERTILIZER
COMPANY, INC., a corporation,

Plaintiff

-vs-

JAMES SALAC,

Defendant.

IN THE CIRCUIT COURT OF

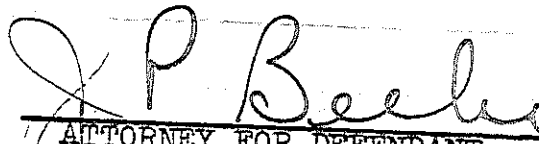
BALDWIN COUNTY, ALABAMA.

AT LAW

#569

Comes the Defendant in the above entitled cause and for
answer to complaint heretofore filed says:

That the note sued on is wholly without consideration.


ATTORNEY FOR DEFENDANT.

Answer

RECORDED

Filed August 8, 1940
R.S. Dink, Clerk

M & Millian &
Harrison Fertilizer Company,
Inc, a corporation

PL

vs
James Salas.

Def.

In the Circuit
Court of
Baldwin
Alabama
569

Comes the Plaintiff and
offers the following as demurrers
to the defendants Plea.

1. Said plea show the alleged
payments to be made prior to
the date of the execution of the instrument
sued on.

2. Said plea purports to be a
plea of payment but fails to show
dates and amounts of said payments.

M. F. Rozier.

Atty for PL.

569

July Sept 10 1940
R. S. Myers,
Curt.

McMILLIAN & HARRISON FER-
TILIZER COMPANY, a cor-
poration,

Plaintiff

vs.

JAMES SALAC,
Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW.

Comes the defendant in the above entitled cause and for
further answer to the said complaint of the said plaintiff
says:

That he has paid the debt for the recovery of which this
suit was brought before the action was commenced.


ATTORNEY FOR DEFENDANT.

MCMILLIAN & HARRISON FERTILIZER COMPANY, a corporation,

Plaintiff

vs.

JAMES SALAC,

Defendant.

IN THE CIRCUIT COURT OF


BALDWIN COUNTY, ALABAMA.

AT LAW.

Comes the Defendant in the above entitled cause and for further answer to Plaintiff's complaint says that the Plaintiff ought not to further prosecute this suit for that the note sued on was procured through the fraud of the Plaintiff in this that:

In the Spring of 1935 the Defendant purchased from the Plaintiff fertilizer and thereafter in the summer of 1935 paid to the Plaintiff the entire amount of his indebtedness therefor, the said payment having been made through the Baldwin County Farmers Union Cooperative Local #41, the agent of the Plaintiff, being thereunto duly authorized to collect and receive payment for such account; that subsequent thereto and prior to November 17th, 1936, the Plaintiff and the said Union entered into an agreement with the Plaintiff, wherein and whereby the said Union sold and transferred to the Plaintiff 20,000 burlap potato bags in settlement of its account with the Plaintiff which it owed to the Plaintiff on account of payments made by this defendant and others for fertilizer bought from the Plaintiff and the said Plaintiff received and accepted the said bags in settlement therefor; that on to-wit: the 17th day of November, 1936, the Plaintiff's agent, one C. E. Dahl, induced the defendant to execute the said note sued on admitting that the defendant did not owe the Plaintiff any sum, but representing that he desired the defendant to execute the said note to get his books straight and that there would be no liability thereon and this defen-

ant relying upon such representations of the said C. E. Dahl,
plaintiff's agent, executed the said note and the plaintiff
now fraudulently seeks to hold the defendant thereon.


ATTORNEY FOR DEFENDANT.

PLEA

Filed September 11, 1940
R. S. Dorch, Clerk

Defendant.

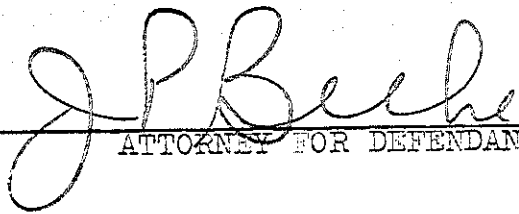
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW.

Comes the Defendant in the above entitled cause and for further answer to Plaintiff's complaint says that the Plaintiff ought not to further prosecute this suit for that the note sued on was procured through the fraud of the Plaintiff in this that:

In the Spring of 1935, the Defendant purchased from the plaintiff fertilizer and thereafter in the summer of 1935, paid to the Plaintiff the entire amount of his indebtedness therefor, the said payment having been made through the Baldwin County Farmers Union Cooperative Local #41, the agent of the Plaintiff, being thereunto duly authorized to collect and receive payment for such account; that subsequent thereto and prior to November 17th, 1936, the Plaintiff and the said Union entered into an agreement with the Plaintiff wherein and whereby the said Union sold and transferred to the Plaintiff 20,000 burlap potato bags in settlement of its account with the Plaintiff which it owed to the Plaintiff on account of payments made by this defendant and others for fertilizer bought from the Plaintiff and the said plaintiff received and accepted the said bags in settlement therefor; that on the 17th day of November, 1936, one C. E. Dahl, the agent of the Plaintiff represented to this defendant that the said Union to whom defendant had paid said account as aforesaid, was not the agent of Plaintiff and that it had not paid over said money to Plaintiff or in any manner accounted to or satisfied Plaintiff therefor; that Defendant believing said representations and relying thereon executed the note sued on; that the said representations were fraudulent and false in that the said Union was the agent of the Plaintiff and

was duly authorized to collect and receive the moneys paid to it as aforesaid, and in that the said Union had prior thereto accounted to the Plaintiff for the moneys paid to it by this defendant as aforesaid, wherefore Plaintiff ought not to further prosecute this suit.


ATTORNEY FOR DEFENDANT.

Plea

Filed September 11, 1940

R.S. Duch, Clerk

MCMILLIAN & HARRISON FERTI-
LIZER COMPANY, a corporation,

Plaintiff.

vs.

JAMES SALAC,
Defendant.

IN THE CIRCUIT COURT

OF BALDWIN COUNTY, ALABAMA.

AT LAW.

Comes the Defendant in the above entitled cause and for further answer to plaintiff's complaint, says:

That the defendant is not indebted to the plaintiff in the said sum claimed, for that prior to November 17, 1936, he paid to the Baldwin County Farmers Union Cooperative, Local #41, the agent of the plaintiff, the full amount of the account sued on, and that subsequent thereto the plaintiff and the said Baldwin County Farmers Union Cooperative, Local #41, entered into an agreement with the plaintiff, wherein and whereby the said Baldwin County Farmers Union Cooperative, Local #41, sold and transferred to the plaintiff 20,000 burlap potato bags in settlement of its account with the plaintiff which it owed to the plaintiff on account of payments made by this defendant and others for fertilizer bought from the plaintiff through the said Baldwin County Farmers Union Cooperative, Local #41, and the said plaintiff received and accepted the said goods, wares and merchandise in settlement of the demand of the plaintiff against this defendant.



ATTORNEY FOR DEFENDANT.

Answer

Filed September 10, 1940
R. S. Dush, Clerk

McMILLAN & HARRISON FERTILIZER
COMPANY, INC., a Corporation,

Plaintiff,

vs.

JAMES SALAC,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

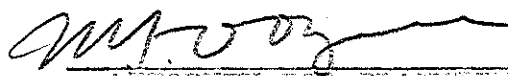
AT LAW NO. 569

Comes the plaintiff and offers the following as
demurrers to the defendant's pleas.

1. Said plea shows the alleged payment to be
made prior to the date of the execution of the instrument
sued on.

2. Said plea purports to be a plea of payment
but fails to show dates and amounts of said payments.

3. Because said plea does not allege or show that
the Baldwin County Farmer's Union Cooperative, Local #41,
was the agent of the plaintiff authorized to accept payments
on the account sued on.


ATTORNEY FOR PLAINTIFF

569

Filed Sept 11th 1940
R. H. H. H.
Chuk

[Faint vertical text, possibly a signature or stamp]

STATE OF ALABAMA, §
 :
COUNTY OF BALDWIN. §

TO ANY SHERIFF OF THE STATE OF ALABAMA...GREETING:

You are hereby commanded to summon JAMES SALAC to appear before the Circuit Court of said County, at the place of holding the same, within thirty days from the service of this writ, then and there to answer the complaint of McMILLAN & HARRISON FERTILIZER COMPANY, INC., a Corporation, hereto attached.

WITNESS my hand this the 28th day of February, 1940.

R. S. Duck (CLERK)

McMILLAN & HARRISON FERTILIZER
COMPANY, INC., a Corporation,

Plaintiff,

vs.

JAMES SALAC,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

COUNT ONE: Plaintiff claims of the Defendant the sum of One Hundred Eighty-Four and 73/100 (\$184.73) Dollars, due from him by promissory note made by him on the 17th day of November, 1936, and payable the 15th day of June, 1937, which sum of money with the interest thereon is still due and unpaid.

Plaintiff avers that in and by the terms of the note hereinabove sued upon the Defendant agreed to pay all cost of collecting, securing or attempting to collect or secure said note, including a reasonable attorney's fee, which Plaintiff claims, to-wit, Fifty Dollars (\$50.00).

M. F. Boyer - Minister F. Groom
ATTORNEYS FOR PLAINTIFF

Defendant's address:

Robertsdale, Alabama.

[Faint, illegible handwritten notes and stamps in the bottom right corner, including a date stamp "FEB 28 1940" and a signature "R. S. Duck".]

Received in Sheriff Office
this 28th day of February 1940
Sheriff

Executed March 6th 1940
serving copy of within Summons and
complaint on

James Salac

By WA Stuart Sheriff
A.P. Smith Deputy Sheriff

RECORDED
SUMMONS AND COMPLAINT 8-451

McMILLAN & HARRISON FERTILIZER
COMPANY, INC., a Corporation,
Plaintiff,

Vs.

JAMES SALAC,
Defendant.

No. 569

Civil

Filed this 28 day February 1940

R.S. Dyer

Clerk-Register

RECEIVED
SHERIFF'S OFFICE
FEBRUARY 28 1940

RECEIVED
SHERIFF'S OFFICE
FEBRUARY 28 1940

(RECEIVED)

RECEIVED
SHERIFF'S OFFICE
FEBRUARY 28 1940

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SHERIFF'S OFFICE
FEBRUARY 28 1940

MCNILLIAN AND HARRISON FERTILIZER
COMPANY, INC., a corporation,

Plaintiff

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

-78-

JAMES SALAC,

Defendant.

AT LAW

#569

Comes the Defendant in the above entitled cause and for
answer to complaint heretofore filed says:

That the note sued on is wholly without consideration.

ATTORNEY FOR DEFENDANT.

Clerk

[illegible]

THE STATE OF ALABAMA,
Baldwin County.

By virtue of the within execution, I have

collected the within cost (\$56.00) fifty six dollars from the Plaintiff and on the 20th day of February 1941 returned this amount over to R. S. Duck Clerk of the Circuit Court.

W. R. Stuart Sheriff
per W. R. Stuart Sheriff

No. 569 Page

THE STATE OF ALABAMA,
BALDWIN COUNTY
CIRCUIT COURT

McMillan & Hawaiian Fertilizer

Company, Inc.

Plaintiff

vs.

James Salas

Defendant

Civil Execution for Costs
Against Plaintiff

Costs \$ 56.00

Civil Fee Book *Cont'd* Page 569

Execution Docket " Page "

Filed *October 2,* 1940

R. S. Duck Clerk.

Dozier & Groom

Plaintiff's Attorney

J. P. Bube

Defendant's Attorney

Received in Sheriff's Office
this 2 day of *oct*, 1940
W. R. STUART, Sheriff

COLLECTION COSTS FROM

The State of Alabama,
BALDWIN COUNTY

I hereby certify that the within
and costs in this case are correct, and there was
waiver of exemption as to personal prop-
erty under the Constitution and Laws of Ala-
bama.

This day of 193

Clerk.

Received in office *Oct. 2-1940*

193

W. R. Stuart

Sheriff

Sheriff's Execution Docket, Page 569

Sheriff's Fee Book, Page 569

Sheriff

569

CIVIL SUBPOENA—ORIGINAL—In case witness shall wish to charge for attendance, he shall produce to the Clerk in term this Subpoena, or within five days after adjournment of Court, else he will be barred.
Gill Ptg. & Sta. Co., Mobile—Re-Order No. 720

THE STATE OF ALABAMA
BALDWIN COUNTY

S.D. Page No.....
Case No. 569
CIRCUIT COURT
Fall Term, 1940

To any Sheriff of the State of Alabama, GREETING:

You are hereby commanded to summon W. L. Nass, Ben Mucera, Anton Muzek,
James Vorisek, Martin Krohak, James Rada (Robertsdale)

to be found in your County, at the instance of the defendant

to be and appear before the honorable, the Judge of the Circuit Court of Baldwin County, at the Court House thereof,

at 8:30 o'clock of the forenoon, on the 10th day of September, 1940 193

and from day to day and term to term of said Court until discharged by law, then and there to testify, and the truth to

say, in a certain cause pending, wherein McMillan & Harrison Fert. Co., Plaintiff

and James Salac Defendant.

Herein fail not and have you then and there this Writ.

Given under my hand and seal, this 29th day of September, 1940 193

R. S. Duct Clerk.

Received in office this 29 day of

August

19340

W.R. Stuart

Sheriff.

I have executed this writ

Lucas

James. Vorisek 8-31-40

Martin Krehak - - -

James. Bada - - -

Antony Muzik - - -

W.L. Kay

B.T. Lucas

Defendant's

ORIGINAL

No. 569

Page

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

MCNILLAN & HARRISON FERTILIZER
CO.,

Plaintiff

VS.

JAMES SALAC

Defendant

CIVIL SUBPOENA

Issued this.....day of

193.....

Sheriff.

W.R. Stuart

B.T. Lucas D.D.

Clerk.

Number 1.

The Court charges the jury that if they believe from the evidence that the defendant made the note on which the plaintiff is suing as a settlement or compromise of a bona fide claim upon which there was a dispute, then you must find against the defendant on his plea of lack of consideration.

Refused

D. W. Stare

JUDGE

McMillan & Harrison Fertilizer Co.

MANUFACTURERS OF
PERFECTION FERTILIZERS
STATE & COMMERCE STREETS
PHONE JACKSON 156

MOBILE, ALA.

May.
Tenth
1935

Baldwin County Farmers Union
Local #41
~~Robertsdale~~
Silverhill
Progressive Farmers Assn.
Silverhill, Ala.

Gentlemen:

Attached list of Accounts due us for Fertilizers
from members of your Association or others shipping with
you

Please understand that these accounts are protected by
prior lien on the crops, next to the Federal Production
credit Bank, and the withdrawal of any funds thereafter
must have our approval

We request that you remit us promptly for all monies
collected, and we appreciate your interest so far

Kindest regards
McMillan & Harrison Fertilizer Co.

NITRATE SODA
SULPHATE AMMONIA
NITROPHOSKA
CAL-NITRO
CALCIUM NITRATE
SUPER-PHOSPHATES
MURIATE POTASH
SULPHATE POTASH
KAINIT
BONE MEAL
C. S. MEAL
TANKAGE

\$ 184 ⁷³/_{xx}

State of Alabama, Baldwin County.

P.O. Robertsdale, Ala., Date 12/17/1936

On or before the 15 day of June 1937, I promise to pay McMILLAN & HARRISON FERTILIZER CO., Inc. of MOBILE, ALA., or order, for value received:

One hundred eighty four and 75/100 DOLLARS. Should this note be unpaid at maturity and be placed in the hands of an attorney for collection or adjustment, then there shall also become due and payable on this note a reasonable attorney's fee, on the amount of said principal and interest due and to become due thereon. This note bears interest from its ~~maturity~~ date at the rate of Eight (8%) Per Cent, per annum until paid.

Witness:

James Palmer (SEAL)

The consideration of this note is commercial fertilizers which has been sold to me by the said McMILLAN & HARRISON FERTILIZER CO., Inc., of MOBILE, ALA., and it is expressly understood that said Company has refused to make and does not make any warranty of the quality or value of such fertilizers, or any representations as to their quality or value; and that I am to rely, as to such quality and value, solely upon the fact that the laws of said State as to the analysis of such fertilizers have been complied with in so far as is necessary to offering the same for sale in this State.

The said fertilizers for which this note is given have been advanced to me for the express purpose of aiding me in carrying on my farming operations on my farm containing _____ acres, more or less in Section _____, Township _____, Range _____ West, in said State and County, described as follows:

And I hereby sell and convey and pledge unto the said McMILLAN & HARRISON FERTILIZER CO., Inc., of MOBILE, ALA., and its assigns, for the principal amount of said note and interest thereon, and an attorney's fee as above provided, all the crops and products that shall be planted, grown, or raised on said farm during the Calendar year 19____ and also the following property _____

Witness my hand and seal this the _____ day of _____ A. D. 193____
Signed, Sealed and delivered in presence of:

(SEAL)

(SEAL)

MAY 27 1937

We the jury
find for the Defendant
Gustaf
Joranson

Roberts Dale Ala

Nov 20. 1939

Mr Millan & Harrison Ex. Co
Mobile Ala.

Gentlemen

In regards to the inclosed letter
I wish to let you know that when
I gave Mr Sahl the note he
promised me that I would not
be pushed to pay untill such
time would come and I would
be well able to do so. It is not
my fault that this balance was
not collected from the Farmers
Union in 1935. It is ~~the~~ Mr Sahl's
fault. Since then I have not made
enough to pay it. However if you are
not willing to wait untill next
crop do so you think it is best
yours truly James Salas.

JURY LIST, FIRST WEEK.

SEPTEMBER 9, 1940

1. ~~C. Maynard Cogan, Farmer, Latham.~~
2. ~~Harvey S. Rodgers, Geodetic Survey, Perdido.~~
3. ~~Serap T. Shiver, Farmer, Perdido.~~
4. ~~Herbert H. Killcrease, Farmer, Bay Minette.~~
5. ~~Thomas L. Taylor, Farmer, Bay Minette.~~
6. ~~Joe C. Durant, Farmer, Bay Minette.~~
7. ~~Larkin T. Rhodes, Merchant, Bay Minette.~~
8. ~~Edward D. Noonan, Newport, Bay Minette.~~
9. ~~Neal H. McDuffie, Cafe Operator, Bay Minette.~~
10. ~~Curtis B. Daniels, Merchant, Bay Minette.~~
11. ~~James E. Young, Merchant, Bay Minette.~~
12. ~~Leonard J. Hooper, Newport, Bay Minette.~~
13. ~~James H. Faulkner, Publisher, Bay Minette.~~
14. ~~Hiram C. Taylor, Farmer, Bay Minette.~~
15. ~~James D. Morris, Farmer, Gateswood.~~
16. ~~Hollie V. Harrell, Merchant, Stapleton.~~
17. ~~Alton B. Hanks, Farmer, Loxley.~~
18. ~~Eddie L. Hiles, Mechanic, Loxley.~~
19. ~~Ferdinand A. Corte, Farmer, Loxley.~~
20. ~~Andy L. McDaniel, Farmer, Robertsdale.~~
21. ~~Nolan P. Cooper, Farmer, Resurrection.~~
22. ~~John T. Hadley, Laborer, Foley.~~
23. ~~James A. Walters, Farmer, Bon Secour.~~
24. ~~J. Emmet Wenzel, Merchant, Bon Secour.~~
25. ~~Thomas L. Steele, Farmer, Bon Secour.~~
26. ~~James A. Crane, Mechanic, Stockton.~~
27. ~~Preston Snowden, Contractor, Bay Minette.~~
28. ~~Y. Charles Hall, Farmer, Bay Minette.~~
29. ~~John H. Hadley, Filling-Station, Bay Minette.~~
30. ~~James Lee Smith, Teacher, Bay Minette.~~
31. ~~Norvelle Lee Cabaniss, Farmer, Bay Minette.~~
32. ~~W. DeVan Stapleton, Insurance, Bay Minette.~~
33. ~~Jesse W. Joyner, Filling-Station, Bay Minette.~~
34. ~~William J. Etheridge, Plumber, Bay Minette.~~
35. ~~H. Pete Jones, Merchant, Bay Minette.~~
36. ~~Will E. Herron, Carpenter, Bay Minette.~~
37. ~~Dennis C. Byrne, Filling-Station, Bay Minette.~~
38. ~~Dennis B. Howell, Barber, Bay Minette.~~
39. ~~Sherman M. Gideons, Salesman, Bay Minette.~~
40. ~~William A. Thompson, Ins. Agent, Bay Minette.~~
41. ~~Frank M. Feminear, Clerk, Bay Minette.~~

39
12
27

14 / IIII
13 / IIII

M. Muller of Harrison
is

Above

625