

Johnston, Johnston & Kendall
Attorneys

810 Van Antwerp Building
Mobile, Alabama 36601
Telephone 432-1811

Samuel M. Johnston (1890-1969)
William E. Johnston
Samuel M. Johnston, Jr.
Robert G. Kendall, III

Mailing Address
P. O. Box 550
Mobile, Alabama

July 24, 1970

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

Re: Southland Farms, Inc.
vs. Pascagoula Drayage Co., Inc.
Case No. 9,337

Dear Mrs. Duck:


Please file the enclosed demurrer and advise
me when it has been done.

With kindest regards and best wishes, I
remain

Yours very truly,

JOHNSTON, JOHNSTON & KENDALL

BY


William E. Johnston

WEJ:dm

Encl.

9337- Southland Farms v Pascaoula Drayage Co-

JURY LIST - OCTOBER CIVIL TERM - OCTOBER 11, 1971

1. Hammond, Karen, Mach Opr., St. Regis Paper, 407 E. 1st St., Bay Minette-Mobile D10
2. Harvey, Eddie L., Standard Furn. Co., Stockton, Bay Minette D1
3. Hough, Fred A., Barber, Rt. 2, Foley, Foley D3
4. Williams, Willie, Wainer Lakewood Golf Club, P.O. Box 434, Point Clear, Pt. Clear D2
5. Inkum, George, Laborer, Latham, McMillan Sawmill, Stockton P2
6. Allen, Dan, Grader McMillan Sawmill, 915 Carroll Bay Minette, Stockton P3
7. Batley, George A., Jr., Electrician Int. Paper Co., Spanish Fort, Mobile D7
8. Coleman, Helen, Housewife, Stockton P12
9. Moore, Byrd E., Design Eng. Ala. Dry Dock, Fairhope, Mobile P12
10. Moody, Raymond D., Fish & Wild Life Dir. Int. Paper Co., Fairhope D12
11. Mohler, John A., Electrician Scott Paper Co., Fairhope, Mobile D12
12. Mitchell, Phillip, Mitchell Self Laundry, Young St., Fairhope D9
13. Middleton, Joseph D., Counselor Allied Personal, Seminole Av., Fairhope D11
14. Means, Frank M., Jr., Agt. Int. Rev. Serv., Battles Wharf, Mobile P6
15. Jeffers, Wanda H., Housewife, 508 W. 16th St., Bay Minette P11
16. Jeffers, Lloyd B., International Paper Co., 16th St., Bay Minette P8
17. Ikner, John W., Mech. Scott Paper Co., Old Spanish Trail, Daphne, Mobile P8
18. Ikner, Nancy H., Housewife, 2516 Old Spanish Trail, Daphne P7
19. Hall, Patricia Mason, Housewife, 203 Gaston Av., Fairhope
20. Guy, Mary M., Housewife, 519 Collier Av., Bay Minette
21. Dorothy D. Grimes, Gkpr, Grimes Ind. Brady Rd., Bay Minette P7
22. Griffith, Franklin J., Draftsman St., Hwy Dept., 165 Pinecrest La., Fairhope
23. Gremillion, Will J., Dept. Mgr., Gulf Fiber Product, Fairhope, Mobile
24. Gremillion, Janet T., Housewife, 414 Barclay Ave., Fairhope
25. Crampton, Polly W., Housewife, 615 McAdams Ave., Daphne D6
26. Crampton, Kenneth W., Emp. U.S. Customs, 615 McAdams Ave., Daphne
27. Crumpton, Joe T., Safety Insp. Addco 499 Belrose Ave., Daphne
28. Day, Mrs. Robbie M., Bay Slacks, Stockton, Bay Minette D4
29. Boston, Johannie L., Standard Furniture Co., Stockton, Bay Minette P4
30. Brooks, Benjamin, Trk. Dr., Hale Mfg., Foley, Foley P10
31. Sanders, Lonnie, Tech. Bob White Chev., Bay Minette P5
32. Grace, Ernest, Logger E.C. Johnson, 916 1/2 W. Hurricane Rd., Bay Minette D5
33. Watkins, Jack W., Formn Newman Indus., 853 Sea Cliff Dr., Fairhope, Mobile
34. Wilcox, Jerry C., Tech, T.V. Tower, Robertsedale
35. Higgins, Early, Crosby Lbr. Co., 207 E. Ellis St., Bay Minette
36. Hicks, Edna E., Bkpr. White's Auto Store, 101 Mitchell, Bay Minette
37. Headley, Jeanette E., Clk, ASCS 600 W. 3rd St., Bay Minette D12
38. Huffman, Haywood, Laborer Crosby Lbr. Co., 1109 Newport Parkway, Bay Minette, Ala. P1

P XXXXX XXXXX XX

D XXXXX XXXXX XXX

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325 12
13

STATE OF ALABAMA
COUNTY OF BALDWIN

AFFIDAVIT FOR ATTACHMENT

Before me, the undersigned authority, in and for said State and County, personally appeared Cole D. Brown, president and duly authorized agent of SOUTHLAND FARMS, INC., an Alabama corporation, who being by me first duly sworn, on oath deposes and says:

That he is corporate officer of Southland Farms, Inc, that PASCAGOULA DRAYAGE CO., INC., a foreign corporation, with headquarters at Hattiesburg, Mississippi, is justly indebted to Southland Farms in the sum of Two thousand three hundred and forty Dollars(\$2,340.00), and that an agent of Pascagoula Drayage Co, Inc., one W. Price, is about to remove its property out of the State of Alabama, said property being a tractor trailer and load of potatoes, the trailer tag being Tenn. 027-306, the tractor company number being #48, the tractor having two tags, Miss. 39299 and Ala. FH 1517, and a load of potatoes inside the trailer, and that the Plaintiff will probably lose his debt and will have to sue for it in another state; that this is done without bond because the Defendant is an out-of-state corporation and that this attachment is not sued out for the purpose of vexing or harassing the Defendant.


Cole D. Brown

State of Alabama
Baldwin County

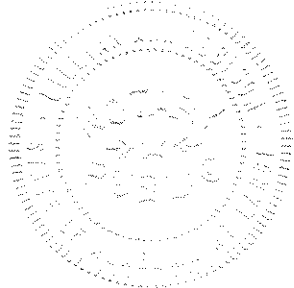
I, the undersigned authority, for this State and County, hereby certify that Cole D. Brown, whose name is signed to the foregoing affidavit, and who is know to me, acknowledged before me on this day that, being informed of the contents of the affidavit, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, SOUTHLAND FARMS, INC., an Alabama corporation. Given under my hand this the 17th day of June, 1970.

FILED

JUN 17 1970

ALICE J. DUCK CLERK
REGISTER

MY COMMISSION EXPIRES APRIL 2, 1973.



STATE OF ALABAMA
COUNTY OF BALDWIN

AFFIDAVIT FOR ATTACHMENT

Before me, the undersigned authority, in and for said State and County, personally appeared Cole D. Brown, president and duly authorized agent of SOUTHLAND FARMS, INC., an Alabama corporation, who being by me first duly sworn, on oath deposes and says:

That he is corporate officer of Southland Farms, Inc, that PASCAGOULA DRAYAGE CO., INC., a foreign corporation, with headquarters at Hattiesburg, Mississippi, is justly indebted to Southland Farms in the sum of Two thousand three hundred and forty Dollars(\$2,340.00), and that an agent of Pascagoula Drayage Co, Inc., one W. Price, is about to remove its property out of the State of Alabama, said property being a tractor trailer and load of potatoes, the trailer tag being Tenn. 027-306, the tractor company number being #48, the tractor having two tags, Miss. 39299 and Ala. FH 1517, and a load of potatoes inside the trailer, and that the Plaintiff will probably lose his debt and will have to sue for it in another state; that this is done without bond because the Defendant is an out-of-state corporation and that this attachment is not sued out for the purpose of vexing or harassing the Defendant.


Cole D. Brown

State of Alabama
Baldwin County

I, the undersigned authority, for this State and County, hereby certify that Cole D. Brown, whose name is signed to the foregoing affidavit, and who is know to me, acknowledged before me on this day that, being informed of the contents of the affidavit, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, SOUTHLAND FARMS, INC., an Alabama corporation. Given under my hand this ~~the~~ 17th day of June, 1970.


FILED

JUN 17 1970

 ALICE J. DUCK
CLERK
REGISTER

MY COMMISSION EXPIRES APRIL 8, 1973.

ATTACHMENT

THE STATE OF ALABAMA,
Baldwin County.

#9337

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, COLE D. BROWN, president of SOUTHLAND FARMS, INC.

hath complained on oath to me, ALICE J. DUCK, Clerk of Circuit Court of Baldwin County, Ala., that
PASCAGOULA DRAYAGE CO. INC, a foreign corporation

is justly indebted to the Plaintiff SOUTHLAND FARMS, INC. an Alabama corporation

in the sum of Two thousand three hundred and forty (\$2,340.00) --- Dollars, and
COLE D. BROWN having made affidavit and given bond ^{NO BOND - OUT-OF-STATE RESIDENT}
as required by law, in such cases, you are hereby commanded to attach so much of the estate of
PASCAGOULA DRAYAGE CO. INC.

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so
attached unless replevied, so to secure, that the same may be liable to further proceedings thereon to be
had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said
County, on Monday of 19
next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 17 day of June A. D., 1970

Alice J. Duck Clerk.

No. 9337

ATTACHMENT

Vs. { ATTACHMENT

Issued

June 17, 1970

Moore Printing Co.,

Johnston, Johnston & Kendall

Attorneys

810 Van Antwerp Building

Mobile, Alabama 36601

Telephone 432-1811

Samuel M. Johnston (1890-1969)

William E. Johnston

Samuel M. Johnston, Jr.

Robert G. Kendall, III

Mailing Address

P. O. Box 550

Mobile, Alabama

October 11, 1971

Mrs. Eunice Blackmon
Clerk of the Circuit Court
Baldwin County Court House
Bay Minette, Alabama

Re: Southland Farms, Inc.
vs. Pascagoula Drayage Co.
Inc. Case No. 9,337

Dear Mrs. Blackmon:

I would thank you to file the enclosed answer
in the above case.

With kindest regards and best wishes, I remain

Yours very truly,

JOHNSTON, JOHNSTON & KENDALL

BY


William E. Johnston

WEJ:dm

Encl.

SOUTHLAND FARMS, INC.,	X	IN THE CIRCUIT COURT
an Alabama Corporation,	X	OF BALDWIN COUNTY,
Plaintiff,	X	ALABAMA
Vs.	X	AT LAW
PASCAGOULA DRAYAGE CO.,	X	
INC., a Corporation,	X	
Defendant.	X	CASE NO. 9,337

D E M U R R E R

Comes now the Defendant in the above cause and demurs to the Complaint on the following separate and several grounds:

1. For aught that appears, Defendant was guilty of no negligence which proximately caused the Plaintiff's injuries and damage.
2. For aught that appears, the goods which the Plaintiff claims were damaged were not in good condition at the time they were delivered to the Defendant.
3. For aught that appears, the Defendant did not negligently breach the contract or agreement it had with the Plaintiff to carry the potatoes to Atlanta, Georgia.
4. For aught that appears, the condition of the Plaintiff's potatoes when they arrived in Atlanta was not the fault of the Defendant.
5. For aught that appears, the Plaintiff was not a public carrier and would be guilty only of negligence in damaging the Plaintiff's goods.

JOHNSTON, JOHNSTON & KENDALL
Attorneys for Defendant

BY William E. Johnston /dn
WILLIAM E. JOHNSTON

Defendant respectfully demands a trial by jury.

VOL

68 PAGE 170

William E. Johnston /dn

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for
all parties in the foregoing matter with a copy of this
pleading by depositing in the United States Mail a copy of
same in a properly addressed envelope with adequate postage
thereon.

This 24th day of July, 1970

William C. Johnston
Attorney for Defendant

FILED

JUL 27 1970

ALICE J. DUCK CLERK
REGISTER

THE STATE OF ALABAMA,
Baldwin County.

#9337

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, COLE D. BROWN, president of SOUTHLAND FARMS, INC.

hath complained on oath to me, ALICE J. DUCK, Clerk of Circuit Court of Baldwin County, Ala., that
PASCAGOULA DRAYAGE CO. INC, a foreign corporation

is justly indebted to the Plaintiff SOUTHLAND FARMS, INC. an Alabama corporation

in the sum of Two thousand three hundred and forty(\$2,340.00)--- Dollars, and
COLE D. BROWN having made affidavit and ~~given bond~~ NO BOND - OUT-OF-STATE RESIDENT

as required by law, in such cases, you are hereby commanded to attach so much of the estate of
PASCAGOULA DRAYAGE CO. INC.

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so
attached unless replevied, so to secure, that the same may be liable to futher proceedings thereon to be
had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said
County, on Monday of 19 -----
next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 17 day of June A. D., 1910.

Alice J. Duck Clerk.

No. 9337

ATTACHMENT

Southland Farms
Inc. an Ala corp.

Vs. { ATTACHMENT

Pascagoula Drayage
Co. Inc. a foreign corp

Issued

June 17, 1970

Moore Printing Co.

17 June, 1970

Executed by attaching one
Tractor Trailer (Miss. 3929 + Fla.
FH 1517) and Trailer (Tenn. 027-306)
with load of Irish Potatoes.

No person connect with
Pascagoula Drayage Co. Inc. was
present on whom to serve
copy of attachment.

Taylor Wilkins, Sheriff
J. M. Byrd, Deputy Sheriff

STATE OF ALABAMA
COUNTY OF BALDWIN

9337

AFFIDAVIT FOR ATTACHMENT

Before me, the undersigned authority, in and for said State and County, personally appeared Cole D. Brown, president and duly authorized agent of SOUTHLAND FARMS, INC., an Alabama corporation, who being by me first duly sworn, on oath deposes and says:

That he is corporate officer of Southland Farms, Inc, that PASCAGOULA DRAYAGE CO., INC., a foreign corporation, with headquarters at Hattiesburg, Mississippi, is justly indebted to Southland Farms in the sum of Two thousand three hundred and forty Dollars(\$2,340.00), and that an agent of Pascagoula Drayage Co, Inc., one W. Price, is about to remove its property out of the State of Alabama, said property being a tractor trailer and load of potatoes, the trailer tag being Tenn. 027-306, the tractor company number being #48, the tractor having two tags, Miss. 39299 and Ala. FH 1517, and a load of potatoes inside the trailer, and that the Plaintiff will probably lose his debt and will have to sue for it in another state; that this is done without bond because the Defendant is an out-of-state corporation and that this attachment is not sued out for the purpose of vexing or harassing the Defendant.


Cole D. Brown

State of Alabama

Baldwin County

I, the undersigned authority, for this State and County, hereby certify that Cole D. Brown, whose name is signed to the foregoing affidavit, and who is know to me, acknowledged before me on this day that, being informed of the contents of the affidavit, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, SOUTHLAND FARMS, INC., an Alabama corporation. Given under my hand this the 17th day of June, 1970.

FILED

JUN 17 1970

ALICE J. DUCK

CLERK
REGISTER

* VOL

MY COMMISSION EXPIRES APRIL 8, 1973.

68 PAGE 160

SOUTHLAND FARMS, INC., : IN THE CIRCUIT COURT
 Plaintiff, : OF BALDWIN COUNTY,
 Vs. : ALABAMA
 PASCAGOULA DRAYGE COMPANY, :
 INC., :
 Defendant. : CASE NO. _____
 :

Replevy Bond in Attachment
 STATE OF ALABAMA :
 COUNTY OF BALDWIN :

KNOW ALL MEN BY THESE PRESENTS, That we, Pascagoula Drayge Company, Inc., and United States Fidelity and Guaranty Company are held and firmly bound into Southland Farms, Inc., in the sum of Five Thousand (\$5,000.00) Dollars, for the payments of which, well and truly to be made, we bond ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally.

Given under our hands and seals, this 17th day of June, 1970.

The condition of this obligation is such, that, whereas, a writ of attachment issued by the Circuit Court of Baldwin County, Alabama, at the suit of Southland Farms, Inc., against the above bound Pascagoula Drayge Company, Inc., returnable to the Circuit Court, for the sum of Five Thousand (\$5,000.00) Dollars, has been placed in the hands of Taylor Wilkins, Sheriff of Baldwin County, Alabama, by him has been levied upon the following property, to-wit:

One tractor trailer and load of potatoes, trailer tag being Tennessee 027-306, Tractor Company number being Number 48, tractor having two tags: Mississippi 39299 and Alabama FH 1517, with a load of potatoes in the trailer,

and, whereas, the said property has been delivered to the said Pascagoula Drayge Company, Inc., on its entering into this bond:

Now, if the said Defendant shall fail in said action, it or its surety shall return the specific property attached and above mentioned to the Sheriff of Baldwin County, within thirty days after judgment in said suit, then this obligation to be void, otherwise to remain in full force and effect.

Witness our hands and seals, this 17th day of June, 1970.

PASCAGOULA DRAYGE COMPANY, INC.

BY William E. J. Smith L. S.
Its Attorney

UNITED STATES FIDELITY & GUARANTY CO.

BY Miriam Turner L. S.
Attorney-in-Fact

Taken and approved this 17th day of June, 1970.

Taylor C. Perkins
Sheriff

(CERTIFIED COPY)

GENERAL POWER OF ATTORNEY

No. 75705

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Miriam Turner

of the City of Mobile, State of Alabama
its true and lawful attorney

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Miriam Turner

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 13th day of September, A. D. 19 63

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By A. C. Holmes
Vice-President.

(SEAL)

(Signed) Frieda Walter
Assistant Secretary.

STATE OF MARYLAND
BALTIMORE CITY.

ss:

On this 13th day of September, A. D. 19 63 before me personally came A. C. Holmes, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Frieda Walter, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said A. C. Holmes and Frieda Walter were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first Monday in May, A. D. 19 65

(Seal) (Signed) Anne M. O'Brien
Notary Public.

STATE OF MARYLAND,
BALTIMORE CITY.

Sct.

I, James F. Carney, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Anne M. O'Brien, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 13th day of September, A. D. 19 63

(SEAL) (Signed) James F. Carney
Clerk of the Superior Court of Baltimore City.

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **R. H. Bland, Jr.**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

Miriam Turner

of **Mobile, Alabama**, authorizing and empowering **her** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on **6-17-70**
(Date)

R. H. Bland Jr.

Assistant Secretary.

RIPPLEY BOND
VS
SOUTHLAND FARM INC.
PASCAGOULA DRYING CO. INC.

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 Pascagoula Drayage Co., Inc., a 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 Southland Farms, Inc., an Alabama Corporation.

Witness my hand this 25 day of June, 1970.

Alice D. Welch
Clerk

SOUTHLAND FARMS, INC.,
an Alabama Corporation,

Plaintiff,

vs.

PASCAGOULA DRAYAGE CO.,
INC., a Corporation,

Defendant.

X

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO: 9337

COUNT ONE:

The Plaintiff claims of the Defendant Two Thousand Three Hundred and Forty and no/100ths Dollars (\$2,340.00), as damages for the breach of an agreement entered into by and between the Plaintiff and the Defendant on the 13th day of June, 1970, in Foley, Baldwin County, Alabama, in and by the terms of which the Defendant Pascagoula Drayage Co., Inc., agreed to deliver a truck-load of potatoes to Atlanta, Georgia, for the Plaintiff, and to do

all things necessary for the proper care of said potatoes and to deliver them in good condition to Big Apple Super Markets Division in Atlanta on June 15, 1970. That notwithstanding the agreement of the Defendant aforesaid, and in disregard of the instructions of the Plaintiff to pre-cool the potatoes after they were placed on the Defendant's truck; the Defendant breached the agreement aforesaid by failing to deliver said potatoes in Atlanta, Georgia, in good condition and as a result of said breach delivery of said potatoes was refused, and the Plaintiff was unable to find another buyer, and so suffered damage in the amount of \$2,340.00, the value of said truckload of potatoes.

DANIEL E. ROBISON

and

CHASON, STONE & CHASON

By: 

Attorneys for Plaintiff

FILED

JUN 25 1970

ALICE J. DUCK

CLERK
REGISTER

The party finds in favor of the plaintiff in the amount of \$2130.00.
 The party further specifies that the Pascagoula Drayage Co. has paid \$320.00 freight charges -

Raymond D. Morley
 Attorney General

8906

SOUTHLAND FARMS, INC., an Alabama Corporation,

Plaintiff,

vs.

PASCAGOULA DRAYAGE CO., INC., a Corporation,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 9337

SUMMONS AND COMPLAINT

FILED

JUN 25 1970

ALICE J. DUCK
 CLERK
 REGISTER

CHASON, STONE & CHASON
 ATTORNEYS AT LAW
 P. O. Box 120
 BAY MINETTE, ALABAMA

Received 25 day of June 1970
 and on 30 day of June 1970
 I served a copy of the within on Pascagoula Drayage Co.
 By service on William H. Morley
 Attorney General
 at Birmingham, Alabama
 J. M. Manning & D. S.

BY
 JUN 27 1970

9337
Case No.

CHASON, STONE & CHASON

ATTORNEYS AT LAW

P. O. BOX 120

BAY MINETTE, ALABAMA 36507

JOHN CHASON
NORBORNE C. STONE, JR.
JOHN EARLE CHASON
EBERHARD E. BALL

May 19, 1972

TELEPHONE 937-2191

Mrs. Eunice Blackmon, Clerk
Circuit Court of Baldwin County, Alabama
Bay Minette, Alabama

Dear Mrs. Blackmon:

Re: Southland Farms, Inc. vs
Pascagoula Drayage

Our client, Southland Farms, Inc., secured a judgment sometime ago in the above matter against Pascagoula Drayage. This suit was begun by attachment and the Defendant made a bond, which is on file with you.

We are enclosing herewith a copy of a letter which we have received from the attorney for the Defendant in this matter in which he states that he has requested that you send to him the amount of interest that it would take to satisfy this judgment. I gather from his letter that you have not seen fit to do this and we are at a loss to explain to our client, Mr. Cole Brown of Foley, Alabama, why this has not been done.

Would you please let me know that you have furnished to Mr. Johnston the amount necessary to satisfy this judgment so that our client can receive his money.

Your attention to this request will be sincerely appreciated.

Yours very truly,

CHASON, STONE & CHASON

By: 

NCS:nu

Encl: As noted.

cc: Mr. Cole D. Brown

cc: Mr. Dan Robison, Attorney

cc: Mr. William E. Johnston

May 22, 1972

Mr. William E. Johnston
Johnston, Johnston & Kendall
Attorneys At Law
P. O. Box 3590
Mobile, Alabama

Re: Southland Farms, Inc. vs. Pascagoula Drayage
Case #9337

Dear Mr. Johnston:

I enclose to you a cost bill for interest due in the above style cause from date of Judgment until same was paid into this court.

From a copy of the letter you sent Mr. Stone I gather you were suppose to have requested this figure sometime ago, but I have not to this date received your request for same.

As the Circuit Clerk I am always glad to figure cost or interest for the Attorneys, but I never jump in & figure interest until requested. As you know often interest is estimated or ~~estimated~~ ^{omitted} at the discretion of the parties, therefore until requested, I never figure this.

Yours very truly,

Ernie B. Blackman
Clerk, Circuit Court
Baldwin County, Alabama

EBB/asg

cc: Mr. Cole D. Brown
Foley, Alabama

Mr. Daniel Robison
Foley, Alabama

Mr. Norborne C. Stone
Bay Minette, Alabama

Johnston, Johnston & Kendall

Attorneys

810 Van Antwerp Building
Mobile, Alabama 36601

Telephone 432-1811

April 28, 1972

Samuel M. Johnston (1890-1969)
William E. Johnston
Samuel M. Johnston, Jr.
Robert G. Kendall, III

Mailing Address
P. O. Box 550
Mobile, Alabama

Mrs. Eunice Blackmon
Clerk of the Circuit Court of
Baldwin County
Bay Minette, Alabama

Re: Southland Farms, Inc. vs.
Pascagoula Drayage Company,
Inc., in the Circuit Court
of Baldwin County, Alabama,
at Law, Case No. 9337

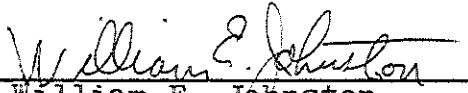
Dear Mrs. Blackmon:

Enclosed herein is check from Pascagoula Drayage Company, Inc., dated April 25, 1972, payable to you as Clerk of the Court in the amount of \$1,899.68. This check is to pay off the judgment in the above matter, but I understand that Mr. Stone wants interest from the date of the judgment. Nevertheless, we would like to pay this into court at this time.

Yours very truly,

JOHNSTON, JOHNSTON & KENDALL

By


William E. Johnston

WEJ/am
Encl.

cc: Mr. Norborne Stone

CHASON, STONE & CHASON

ATTORNEYS AT LAW

P. O. BOX 120

BAY MINETTE, ALABAMA 36507

JOHN CHASON
NORBORNE C. STONE, JR.
JOHN EARLE CHASON
EBERHARD E. BALL

TELEPHONE 937-2191

November 4, 1971

Mrs. Eunice Blackmon, Clerk
Circuit Court of Baldwin County
Bay Minette, Alabama

Dear Mrs. Blackmon:

Re: Southland Farms vs.
Pascagoula Drayage
Case No. 9337

Would you please have execution issued against the Defendant and against the surety on it's bond which was filed in this case for the amount of the judgment entered by the Court.

We will sincerely appreciate your attention to this request.

Yours very truly,

CHASON, STONE & CHASON

By: 

NCS:jb

P.O. Box
SSD