

Adam Frishkorn, Plaintiff.

In Circuit Court of Baldwin County,
Alabama.

vs

W. L. Ogden, Defendant.

Spring Term 1916.

Now, comes the plaintiff in the above entitled cause and separately and severally moves the court to set aside the verdict, heretofore, rendered in said cause and for grounds of said motion says:

1st. The verdict of the jury was contrary to the law.

2nd. The verdict of the jury was contrary to the evidenced introduced on the trial.

3rd. The verdict of the jury was contrary to the law and the evidence.

4th. The court erred in its ruling made when it refused to allow the plaintiff to testify orally to the subject matter of the contract or lease made between plaintiff and defendant on May/July 18th 1914.

5th. Plaintiff erred in its ruling, when it sustained objection of defendant's counsel to the question asked witness Adam Frishkorn, if it had not been agreed or understood between said Frishkorn and Ogden that the crops for the year 1914 were to belong to Adam Frishkorn, the plaintiff.

6th. Court erred in its ruling when it refused to allow witness Adam Frishkorn on objection of defendant's counsel to testify as to the description of what property was conveyed by the said Adam Frishkorn to the said W. L. Ogden in the lease of July 18th 1914.

7th. The court erred in charging the jury that if the mortgage under which certain property was advertised contained no right of the plaintiff to buy at the sale, that the sale of two horses made by the plaintiff was void, if they were bought in by plaintiff himself.

8th. The court erred in its general charge to the jury when it stated that the written contract carried with it the right to the crops for the year 1914 to the defendant and that the oral testimony of the plaintiff could not be admitted to dispute or qualify said written contract.

9th.

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~~10th. The court erred in its ruling when it did not permit plaintiff to withdraw, witness ----- who stated in answer to one or two question asked him by plaintiff's attorney that he could not speak english.~~

11th.

plaintiff asks for a new trial on the grounds of newly discovered evidence, as per affidavits on file herewith, since said verdict was rendered, which would be material to the issues involved in a new trial of the case, which was not discovered before the trial, owing to no lack of diligence ~~of~~ part of the plaintiff.

S. C. Jenkins
D. B. Roberts ~~attys for Plaintiff~~

Attys for the Plaintiff.

Chas. Hall & P. T. Evin
Attys for the Defendant.

I hereby accept notice of the filing of the above motion.

Chas Hall &
P. T. Evin
Atty for the defendant.

5/31/14.

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Adam Friskern, plaintiff
vs
M. L. Offgren defendant

In Circuit Court of
Baldwin County, Alabama
Spring Term 1916

now comes the plaintiff in the above entitled cause and separately and severally moves the Court to set aside the verdict, heretofore rendered in said cause and for grounds of said motion, says:

- 1st The Verdict of the Jury was contrary to the law.
 - 2nd The Verdict of the Jury was contrary to the evidence introduced on the trial.
 - 3rd The Verdict of the Jury was contrary to the law and the evidence.
 - 4th The Court erred in its ruling made when it refused to allow the plaintiff to testify orally to the subject matter of the contract or lease made between plaintiff and defendant on ~~May~~ 18th July 1914.
 - 5th Plaintiff erred in its ruling when it sustained objection of the defendant's counsel to the questions asked witness Adam Friskern, "if it had not been grief or understood between said Friskern and Offgren that the crops for the year 1914 were to belong to Adam Friskern, the plaintiff."
 - 6th Court erred in its rulings when it refused to allow witness Adam Friskern, on objection of defendant's counsel, to testify as to the description of what property was conveyed by the said Adam Friskern to the said M. L. Offgren for the lease of July 18th 1914.
 - 7th The Court erred in charging the jury that if the mortgage under which certain property was mortgaged contained no right of the plaintiff to ~~buy~~ at the sale, that the sale of two horses made by the plaintiff to ~~buy~~ at the sale ~~that the~~ sale was void, if they were bought in by plaintiff himself.
 - 8th The Court erred in its general charge to the jury when it stated that the written contract carried with it the right to crops for the year 1914 to the defendant and that the oral testimony of the plaintiff could not be admitted to dispute or qualify said written contract.
- Plaintiff asks for a new trial on the grounds of newly discovered evidence, as per affidavits on file herewith, since said verdict was rendered which would be material to this issue involved in a new trial of the case, which was not disclosed before the trial, owing to no lack of diligence in covering the plaintiff's part of 11/2 9/16.
- Atty for Plaintiff 5/31/16.
J. C. Jenkins
Atty for Defendant
A. C. Gannon
Jury