

The State of Alabama, }
Baldwin
~~Montgomery~~ County

To any Sheriff of the State of Alabama—GREETING:

You are hereby Commanded to summon

INDEPENDENT CORPORATION GROWERS & SHIPPERS, a corporation
also known as Independent Growers & Shippers Association,
a corporation

Baldwin .

to appear before the Circuit Court of ~~Montgomery~~ County, in and for said County, at the place of
holding the same, within thirty days from the service of this summons and complaint, then and
there to demur or plead to the complaint of

AMERICAN AGRICULTURAL CHEMICAL COMPANY, a corporation

And you are hereby commanded to execute this process instanter and make return as required by
law.

Witness my hand this 30th day of September 1931.

P. M. [Signature] Clerk.

COMPLAINT

THE STATE OF ALABAMA

~~MONTGOMERY~~ COUNTY
BALDWIN

Baldwin
In the Circuit Court of ~~Montgomery~~ County
July Term 1931

AMERICAN AGRICULTURAL CHEMICAL
COMPANY, a corporation

vs.

INDEPENDENT CORPORATION GROWERS
& SHIPPERS, a corporation also
known as Independent Growers &
Shippers Association, a
corporation

Plaintiff

Defendant

The Plaintiff Claims of the Defendant the sum of Twenty-six Hundred Six and
09/100 (\$2606.09) Dollars due by four promissory notes made by the
defendant and payable June 1, 1930, as follows: Note made January 17,
1930, for \$1132.14 on which \$274.53 was credited June 30, 1930 and on
which the balance is \$857.61 plus interest.

Note made January 20, 1930, for \$756.61 on which the face amount
is due with interest.

Note made January 21, 1930, for \$835.34 on which the face amount
is due with interest.

Note made February 19, 1930, for \$381.18 on which \$199.63 was
credited June 23, 1930, of \$199.63, and \$525.02 was credited on August
14, 1930, and which there is a balance of \$156.53 plus interest.

And plaintiff avers that in and by said notes the defendant agreed
to pay all costs of collection including attorney's fees of 10% on
the principal and interest and plaintiff claims the additional sum of
Four Hundred (\$400.00) Dollars as such fee.

[Signature]
Attorneys for plaintiff

The State of Alabama,
Baldwin
Montgomery County

To the Sheriff of Said County—GREETING.

The Plaintiff having given bond and made affidavit as required by law, you are hereby required to take the property mentioned in the complaint into your possession, unless the Defendant give bond, payable to the Plaintiff, with security in double value of the property, conditioned that if the Defendant is cast in the suit he will, within thirty days thereafter, deliver the property to the Plaintiff, and pay all costs and damages which may accrue from the detention thereof.

WITNESS my hand this day of A. D., 193

Baldwin
Clerk Circuit Court ~~Montgomery~~ County.

*Sheriff - serve J. Hons, Robertsdale,
also, as President.*
RECORDED

No.	AMERICAN AGRICULTURAL CHEMICAL COMPANY, a corporation	vs.	INDEPENDENT CORPORATION GROWERS & SHIPPERS, a corporation also known as Independent Growers & Shippers Association, a corp.
Baldwin Circuit Court of Montgomery County			
July Term, 193			
SUMMONS AND COMPLAINT			
Filed in office this day of A. D., 193			
Clerk.			
BALL & BALL Plaintiff's Attorney.			
<i>Montgomery Ala.</i>			

BROWN PRINTING CO., MONTGOMERY, 1931

Received in office	day of	193	Sheriff.
Executed by serving			
of the within Summons and Complaint on			
Defendant this the			
193			
Sheriff.			
Executed by serving a copy of the within summons and complaint on J. Hons, Robertsdale, Ala., as and who is known to me to be President of Independent Corporation Growers & Shippers, a corporation, also known as Independent Growers & Shippers Association, a corporation, this			
October 2, 1931.			
<i>W. R. Stuart</i>			
Sheriff			

IN THE CIRCUIT COURT OF BALDWIN COUNTY,

ALABAMA

AMERICAN AGRICULTURAL CHEMICAL
COMPANY, a corporation

vs.

INDEPENDENT CORPORATION GROWERS &
SHIPPERS, a corporation, also known
as INDEPENDENT GROWERS & SHIPPERS
ASSOCIATION, a corporation

Now comes the plaintiff and amends the complaint by
describing the defendant as Independent Co-operative Growers &
Shippers Association, a corporation, also known as Independent
Growers & Shippers Association, a corporation.

Law & Law

Attorneys for plaintiff

Handwritten notes and signatures:
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Amerson Agricultural
Chemical Co.
03

Amended Complaint

Filed Nov 20th 1931
T. W. Riecken
Clerk

RECORDED FOR SERVICE

John J. Riecken

Oroware & Orthore Association, a corporation.

Orthore Association, a corporation, also known as Independent
Associating the defendant as Independent Co-operative Oroware &
Now comes the plaintiff and swears the complaint of

ASSOCIATION, a corporation
as Independent Oroware &
Orthore Association, also known
as Independent Oroware &
Orthore Association, also known
as Independent Oroware &
Orthore Association, also known

AS:

ASSOCIATION, a corporation
Orthore Association, also known
as Independent Oroware &
Orthore Association, also known
as Independent Oroware &
Orthore Association, also known

ASSOCIATION

IN THE CIRCUIT COURT OF BRIDGES COUNTY,

The State of Alabama, BALDWIN County

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting:

You are hereby commanded to summon Independendent Corporation Growers & Shippers, a corporation, also known as Independent Growers & Shippers Association, a corporation

to appear in the Circuit Court of Baldwin County, Alabama, at the place of holding the same and plead, answer, or demur, within thirty days from service hereof to the ~~complaint~~ amended complaint of American Agricultural Chemical Company, a corporation.

Witness this 20th day of November, 1931

J. M. [Signature], Clerk.

IF THE DEFENDANT FAILS TO APPEAR AND PLEAD, ANSWER OR DEMUR WITHIN THIRTY DAYS AFTER SERVICE THE PLAINTIFF MAY TAKE JUDGMENT BY DEFAULT.

COMPLAINT

<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>VS.</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
Plaintiff		Defendant

And the Plaintiff claim of the Defendant

_____ Dollars, due

(Original)

No. 85/9

The State of Alabama

Baldwin County

CIRCUIT COURT

American Agricultural Chem-

ical Company, a corporation.
Plaintiff

vs.

Independent Corporation Grow-
ers & Shippers, a corporation,
also known as Independent Grow-
ers & Shippers Association
Defendant

Amended Complaint.
Summons and Complaint

Filed this 20th day of

November 1931

J. M. Ball
Clerk.

Ball & Ball

Plaintiff's Attorney.

Served on
Jno Hons
1 PM So Rdale

Received this _____ day

of _____, 19____

_____, Sheriff.

Executed this 28th day

of Nov., 1931, by

leaving a copy of the within Summons and Com-
plaint with

Jno. Hons.
Defendant.

W. A. Stuart
Sheriff.

By J. M. Ball
D.B.

The State of Alabama,

_____ COUNTY

To the Sheriff of _____ County:

Whereas, the Plaintiff..... in the within stated
cause ha..... made affidavit and given bond as
required by law, you are hereby required to
take the property mentioned in the complaint
into your possession, unless the Defendant.....
give..... bond payable to the Plaintiff..... with
sufficient surety in double the amount of the
value of the property, with condition that if the
Defendant

cost in the suit,.....
within thirty days thereafter, deliver the property
to the Plaintiff....., and pay all costs and damages
which may accrue from the detention thereof.

_____, Clerk.

AMERICAN AGRICULTURAL CHEMICAL
COMPANY, a corporation

VS

INDEPENDENT CO-OPERATIVE GROWERS
& SHIPPERS ASSOCIATION, also known
as INDEPENDENT GROWERS & SHIPPERS
ASSOCIATION, a corporation

IN THE CIRCUIT COURT OF BALDWIN COUNTY,
ALABAMA

ANSWER TO INTERROGATORIES

Now comes the plaintiff and desiring the testimony of the
defendant propounds to it the following interrogatories:

1. (a) State your correct corporate name as of January 17,
1930.

Ans. Independent Growers and Shippers, Inc.

(b) State any and all changes that have been made in
the name of your corporation since said date.

Ans. None.

2. (a) State the name of your manager as of January 17,
1930.

Ans. Frank Moravec.

(b) State the name of your manager as of January 20,
1930.

Ans. Frank Moravec.

(c) State the name of your manager as of January 21,
1930.

Ans. Frank Moravec.

(d) State name of your manager as of February 19, 1930.

Ans. Frank Moravec.

3. (a) State the names of your officers on January 17,
1930.

Ans. John Rybar, Steve Stejskel, Frank Moravec, Rudolph
Stepnicka and Joseph Tuma.

(b) State the names of your officers on January 20,
1930.

Ans. John Rybar, Steve Stejskel, Frank Moravec, Rudolph
Stepnicka and Joseph Tuma.

(c) State the names of your officers on January 20,
1930.

Ans. John Rybar, Steve Stejskel, Frank Moravec, Rudolph
Stepnicka and Joseph Tuma.

(d) State the names of your officers on February 19,
1930.

Ans. John Rybar, Steve Stejskel, Frank Moravec, Rudolph
Stepnicka and Joseph Tuma.

4. State the names of your officers on October 2, 1931.

Ans. John Hons, August Majer, Vincent Pechr, James Havork,
James Valovecky, Joseph Tuma, Mickle Snorek and James Sedlack

5. (a) State whether or not the notes described in the complaint in this case were duly executed on your behalf by one lawfully authorized to execute the notes in the name of the defendant association.

Ans. The association authorized the officers in the year 1930 to execute notes to the American Agricultural Chemical Company for two thousand five hundred dollars (\$2500.00) credit and no more.

(b) If your answer is in the negative, then state fully and in detail all the facts with reference to said notes and the execution thereof and the authority of the one who executed said notes on behalf of the corporation and attach to your answer a copy of your charter and a copy of your by-laws and a copy of all of the minutes of the corporation since its organization to the present time, and state what connection Frank Moravec had with your corporation on January 17, 1930.

Ans. The manager had authority by the association to execute notes to two thousand five hundred dollars (\$2500.00) and no authority to execute notes above two thousand five hundred dollars (\$2500.00).

There is only one copy of the by-laws and constitution of the Independent Growers and Shippers, Inc., and it is not printed, and that one copy is written in Bohemian; that if this original copy were attached to the Answer of the Interrogatories herein propounded, that such copy would require a translation, and that the copy of the by-laws and constitution is now in our possession and we would be glad to permit the consul to examine the same at any time and to permit him to have the same translated; that a copy of these by-laws and constitution are not otherwise available to be attached to the interrogatories, but if the consul or if the plaintiff and consul so desire and will pay the expense of having these by-laws and constitution translated into English, we shall be glad to furnish them a copy attached to the interrogatories. However, there is nothing in the by-laws and constitution that authorizes the manager of the Independent Growers and Shippers, Inc., to act without the authority of the Board of Directors, and any act on the part of the manager or any other officer of the Independent Growers and Shippers, Inc., without a meeting first having been held and the act voted on, is contrary to the laws and the constitution of the Independent Growers and Shippers, Inc.

MINUTES OF DIRECTORS MEETING JANUARY 5, 1930

The president opened the meeting which was attended by four members.

The manager announced that the potato seed and fertilizer was already on its way and would be unloaded from the cars next week.

A credit paper was presented to the directors for them to sign in order to get fertilizer on said credit. It was agreed upon by the directors to allow the manager to go into credit up to two thousand five hundred dollars (\$2500.00). Therefore each director signed and guaranteed for five hundred dollars (\$500.00).

It was agreed upon by the directors and manager that should the manager exceed the sum of two thousand five hundred dollars (\$2500.00) that said manager was to make up the difference personally.

Signature

J. Tuma, Sec'y

6. State whether or not there was executed on behalf of your association in favor of the plaintiff the following notes:

- a. Note dated January 17, 1930 for \$1122.14 payable June 1, 1930 with interest at the rate of eight

per cent per annum from maturity until paid, providing for a 10% attorney's fee.

- b. Note dated January 17, 1930 for \$756.61 payable June 1, 1930 in favor of American Agricultural Chemical Company with interest at eight per cent per annum from maturity until paid, including 10% attorney's fee.
- c. Note dated January 21, 1930 for \$3534.00 payable June 1, 1930 in favor of American Agricultural Chemical Company with interest at eight per cent per annum from maturity until paid, providing for a 10% attorney's fee.
- d. Note dated February 19, 1930 for \$881.18 payable June 1, 1930 in favor of American Agricultural Chemical Company with interest at eight per cent per annum from maturity until paid, providing for a 10% attorney's fee.

All of said notes being signed "Independent Growers & Shippers Association by Frank Moravec, Manager".

Ans. These notes were not authorized by the association, and Frank Moravec had no authority to make or sign such notes for the association. On the other hand, he was authorized to borrow two thousand five hundred dollars (\$2500.00), which has been paid by the association.

7. (a) State whether or not it is a fact that said notes were executed on your behalf and state whether or not said Frank Moravec was duly authorized to execute said notes on behalf of the association.

Ans. Said notes in the amount above two thousand five hundred dollars (\$2500.00) were not executed in behalf of the Independent Growers and Shippers, Inc., and Frank Moravec was not authorized to execute said notes for and in behalf of the association in any amount above two thousand five hundred dollars (\$2500.00).

(b) If not, then state in detail the facts connected with the execution of said notes and the authority of said Frank Moravec and attach to your answer a copy of your charter and a copy of your by-laws and a copy of the minutes of the corporation or its stockholders or members since its organization to the date of your answer.

Ans. There is only one copy of the by-laws and constitution of the Independent Growers and Shippers, Inc., and it is not printed, and that one copy is written in Bohemian; that if this original copy were attached to the Answer of the Interrogatories herein propounded, that such copy would require a translation, and that the copy of the by-laws and constitution is now in our possession and we would be glad to permit the consul to examine the same and we would permit him to have the same translated; that a copy of these by-laws and constitution are not otherwise available to be attached to the interrogatories, but if the consul or if the plaintiff and consul so desire and will pay the expense of having these by-laws and constitution translated into English, we shall be glad to furnish them a copy attached to the interrogatories. However, there is nothing in the by-laws and constitution that authorizes the manager of the Independent Growers and Shippers, Inc., to act without the authority of the Board of Directors, and any act on the part of the manager or any other officer of the Independent Growers and Shippers, Inc., without a meeting first having been held and the act voted on, is contrary to the laws and the constitution of the Independent Growers and Shippers, Inc.

That the incorporating paper and charter are not in the hands of the present officers of the association, and that the

subscribed hereto as President of the Corporation has been informed and believes that they are in the office of Attorney Norborne Stone, deceased, in Bay Minette, Alabama, and he has no access to them at the present time.

8. (a) Is it not a fact that you owe the plaintiff the above notes described in Interrogatory 6?

Ans. No.

(b) If not, then what amount do you owe and why?

Ans. We owe nothing, because we did not authorize Frank Moravec to make such notes, and if he executed such notes, it was without our knowledge and consent.

(c) Is it not a fact that you owe the plaintiff the sum of \$2606.09 plus interest and attorney's fees?

Ans. It is not.

INDEPENDENT GROWERS AND SHIPPERS, INC.

By

John Henry Pres
President

Subscribed and sworn to before me on this the 6th day of January, 1932.

Thomas Vomashek
Notary Public

My commission expires

April 1 - 1932

Agricultural
Chemical Co.
MS

Independent Co-
operative Growers
Association

Answer to
Interrogatories

Filed Jan 7th
1932
T. W. McLean
Agent

