

INDEPENDENT GROWERS &
SHIPPERS, INC.,

Plaintiff

vs.

MARTIN KRCHAK,

Defendant

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

Interrogatories propounded to the defendant
by the plaintiff:

First Interrogatory:

What was the agreement you had with the
plaintiff in the above entitled cause for the produce season
of 1931. How long did you serve the plaintiff under said
agreement and when did you leave the work you had entered
into the agreement to perform.

Second Interrogatory:

Did you not suddenly leave without any notice
to the plaintiff to go to Texas or New Mexico.

Third Interrogatory:

Will you please state how much was over-paid
you on potatoes sold to the association. Did you not use
the sacks of the association to dispose of your own products.
What caused you to sever your connections with the plaintiff.
Had you not agreed to go through the entire season in the
service of the plaintiff.

Fourth Interrogatory:

Please attach to these interrogatories a
complete statement of the amounts drawn by you or paid you
from January to August 31, 1931, while under contract with the
plaintiff, and on what items the same were, and how the said
commissions were arrived at, stating for what goods or

produce and what amounts.

Gordon H. L. L. L.
ATTORNEYS FOR PLAINTIFF

STATE OF ALABAMA,

COUNTY OF MOBILE.

Personally appeared before me, Marie Layton, a
Notary Public in and for said State and County, D. H.
Edington, who being by me first duly sworn deposes and says
as follows:

That he is one of the attorneys of record for
the plaintiff in the above entitled cause, and if the
foregoing interrogatories are well and truly answered by
the defendant, that same will be material testimony for
the plaintiff at the trial of said cause.

D. H. Edington

Subscribed and sworn to before
me this 30th day of September,
1931.

Marie Layton
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA.

Independent Enquirer
Section
25
Kochak

proposed

and Oct 1st/931
Museum
Desk

and October
1931 by leaving
within
agreements with
Kochak

MR Stuart
Sherriff

INDEPENDENT GROWERS &
SHIPPERS, INC.,

Plaintiff,

-vs-

MARTIN KRCHAK,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Now comes the Defendant and files this his Demurrer to the Complaint in the aforesaid cause and assigns the following grounds therefor:

FIRST:

That the second count of said Complaint states no cause of action.

SECOND:

That the second count of said Complaint does not stipulate that said Contract was in writing.

THIRD:

That the second count of said Complaint does not state that the contract was to be performed within twelve months.

FOURTH:

That the alleged damages are speculative.

FIFTH:

That no reason is shown as to why the Plaintiff could not have secured other help to carry on the alleged Contract.

SIXTH:

That said second count of the Complaint alleges mere conclusions of the pleader and states no facts as a basis for its alleged claim for damages.

Hyatt, Head & Chason
Attorneys for Defendant.

INDEPENDENT GROWERS & SHIPPERS,)
INC.,)

Plaintiff,)

-VS-

MARTIN KRCHAK,

Defendant.)

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Now comes Martin Krchak, and for answer to the Interrogatories propounded to him by the Plaintiff, says:

FIRST:

In answer to the first interrogatory he says that he had no agreement with the Plaintiff in the above entitled cause for the produce season of 1931; that he never served the aforesaid Plaintiff under any agreement and that he never left any work that he had entered into an agreement to perform.

SECOND:

In answer to the second interrogatory he says that he did not leave for Texas or New Mexico without giving any notice to the Plaintiff, nor was he obligated to give any notice to the Plaintiff in the aforesaid cause.

THIRD:

In answer to the third interrogatory he says that he is not advised as to what association is inquired about, or what association's sacks that were inquired about; that he never had any connection with the Plaintiff to sever and that he had never agreed to go through the entire season in the service of the Plaintiff.

FOURTH:

In answer to the fourth interrogatory, that he not having any contract with the Plaintiff, and not having drawn any amounts of money from the Plaintiff, and not having any money paid to him by the Plaintiff from January to August 31st, 1931, of course it is an impossibility for him to make up a statement of the same as requested in the fourth interrogatory; nor has he received any commissions from the Plaintiff, nor was he under contract with the Plaintiff from January to August 31st, 1931, or at any other time.

Martin Krchak

STATE OF ALABAMA,

BALDWIN COUNTY.

Before me, John Chase, a Notary Public, personally appeared Martin Krchak, who being duly sworn says:

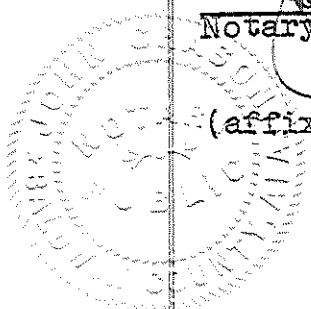
That the Answer heretofore set out to the Interrogatories propounded to him by the Plaintiff in the aforesaid cause is true and correct.

Martin Krchak

Sworn to and subscribed before me, a Notary Public whose seal is hereto affixed, this 8th day of December, 1931.

John Chase
Notary Public, Baldwin County,
State of Alabama.

(affix seal)



INDEPENDENT GROWERS & SHIPPERS
INC.,

Plaintiff,

-VS-

MARTIN KRCHAK,

Defendant.

IN THE CIRCUIT COURT-AT LAW

STATE OF ALABAMA

BALDWIN COUNTY.

Now comes the defendant and files this demurrer to the second count of the complaint in this cause, and assigns as grounds therefor:-

- 1st. That said count fails to state a cause of action.
- 2nd. That the matters complained of therein are speculative and remote.
- 3rd. That the damages claimed are speculative.
- 4th. No cause is shown why some one else could not have been employed to straighten out said business.
- 5th. That the allegations contained therein are but conclusions of the pleader.
- 6th. That it is not shown in what way Plaintiff was damaged.
- 7th. That the damages set forth are uncertain and indefinite.
- 8th. That the allegations as to damages are but a conclusion of the pleader.
- 9th. It is not alleged that the contract was in writing.
- 10th. It is not alleged that the contract was to be completed within the year.
- 11th. It is not alleged that a complete record of the business was kept or that the records were not available.
- 12th. It is not alleged that some one else could not have been employed to have carried on said business for the same cost or less.

W. G. Art, Ned Olson
Attorneys for Defendant.

*13th That the allegation
That said business was
left in an chaotic condition
is a conclusion of the pleader*

9527

INDEPENDENT CO-OPERATIVE
GROWERS & SHIPPERS, a
Corporation,

Plaintiff,

vs.

MARTIN KROCHAK,

Defendant.

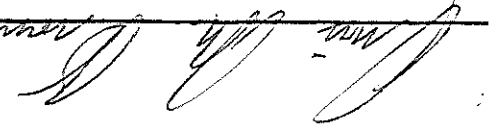
IN THE CIRCUIT COURT OF BALDWIN

COUNTY, ALABAMA.

AT LAW.

Orvis M. Brown appears for the plaintiffs, a Corporation,
in the above styled cause and reserves the right to demur
or plead specially.

Attorney for Plaintiffs.



9527

RECORDED

Duck

7-437

Filed Feb. 27, 1936

Robert S. Duck
Clerk

INDEPENDENT GROWERS &
SHIPPERS, INC.,

Plaintiff

vs.

MARTIN KRCHAK,

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW,

ONE

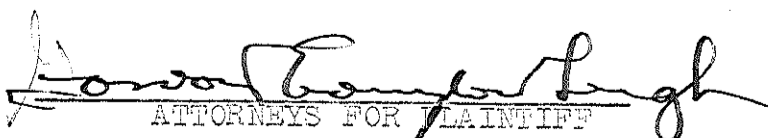
Plaintiff claims of the defendant the sum of Seven Hundred Seventy and 99/100 (\$770.99) Dollars due the plaintiff by the defendant on account due July 1, 1931, which said sum of money with interest thereon is due and unpaid.

TWO

Plaintiff claims of the defendant the sum of Fifteen Hundred (\$1500.00) Dollars as damages in that the defendant entered into a contract with the plaintiff to manage the business of the plaintiff for the shipment season of 1931, in Baldwin County, Alabama, in the handling of the crops coming into the custody and possession of the plaintiff in consideration of a commission to be paid to the defendant by the plaintiff for the amount of work done and services rendered. And plaintiff alleges that the defendant breached said contract by suddenly and without cause abandoning the work of the plaintiff, leaving all of the shipments and business of the plaintiff in a chaotic condition so that the plaintiff was unable to determine what to do with respect to its business and lost very heavily therefrom on the shipments and handling of the crops that came into its possession, all to the damage of the plaintiff in the sum aforesaid.


ATTORNEYS FOR PLAINTIFF

Plaintiff demands trial by jury of the above
said cause.


ATTORNEYS FOR PLAINTIFF

Filed Oct 1st 1931
T.M. Minner
A.H.C.

Edgar A. [unclear]

[Faint handwritten text]

The State of Alabama, Baldwin County
CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting:

You are hereby commanded to summon Matin Krchak,

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 of
Independent Growers and Shippers, Inc.,

Witness this 1st day of October, 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

VS.

Plaintiff

Defendant

And the Plaintiff claim of the Defendant

Dollars, due

No. *100*
The State of Alabama
Baldwin County

CIRCUIT COURT

Independant Growers &
Shippers, Inc.,
Plaintiff.

vs.
Martin Krohak,

Defendant.

Summons and Complaint

Filed this 1st day of
October, 1931.
D. M. Eddington
Clerk.

Gordon, Eddington & Leigh,
Plaintiff's Attorney.

Received this 1st day
of October, 1931.
W. R. Stuart, Sheriff.

Executed this 2nd day
of October, 1931, by
leaving a copy of the within Summons and Com-
plaint with

Martin Krohak
Defendant.
W. R. Stuart
Sheriff.

The State of Alabama,
COUNTY

To the Sheriff of County:

Whereas, the Plaintiff in the within stated
cause has 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.