

BALDWIN COUNTY PRODUCERS
CORPORATION, A CORPORA-
TION ORGANIZED UNDER THE
LAWS OF THE STATE OF
ALABAMA.

PLAINTIFF.

VS

ADAM FRISKHORN,

DEFENDANT.

CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
ON APPEAL FROM JUSTICE
COURT OF H. BLACKBURN,
JUSTICE OF PEACE, FOLEY
PRECINCT, BALDWIN COUNTY,
ALABAMA.

Comes the Defendant in the above styled
cause and demurs to the complaint therein and as
grounds of demurrer assigns the following:

First
FIRST: That the by-law which is the
basis of this suit is void in that it is inconsis-
tent with the charter of said corporation, and is
a departure from its purpose.

Second
SECOND: That said by-law is void in that
it is repugnant to the laws of the state of Alabama
and of the United States.

Third
THIRD: That said by-law is void in
that it is repugnant to public policy.

Fourth
FOURTH: That said by-law is void in
that it is an unreasonable restraint of trade.

Fifth
FIFTH: That said by-law is void in
that it tends to create a monopoly.

Sixth
SIXTH: That said by-law is unreason-
able and opposed to common right.

Seventh
SEVENTH: That said by-law is uncertain
in its meaning.

Eighth
EIGHTH: That such by-law creates no
obligation on the part of its members.

Richard A. Austin & Beebe
Attorneys for Defendant.

Baldwin County Producers Corporation,
a corporation created under the laws
of the State of Alabama.

vs.

Adam Frishkorn

Circuit Court, Baldwin County,
Alabama.
On Appeal from Justice Court of
H. Blackburn, Justice of Peace
Foley Precinct, Baldwin County,
Alabama.

The plaintiff claims of the defendant the sum of One and 86/100 Dollars, the same being three per cent on the sale by the defendant of 25 Bushels of Irish Potatoes, his produce, at \$2.50 per Bushel, which defendant as a member of the plaintiff corporation sold in the year 1917 to a person, other than the regularly authorized agent of the plaintiff.

And plaintiff avers that such claim is made under the by-law of plaintiff numbered 8th. under Article 5 in Plaintiff's Constitution and By-Laws, in words and figures as follows:-

"8th- A member of the Corporation selling his produce to any person other than the regularly authorized Agent of the Corporation shall pay three per cent of his gross sales into the Treasury of the Corporation."

And plaintiff avers that the defendant has failed and refused to pay said sum to plaintiff, though often requested so to do.

Wm. S. Anderson

Attorney for plaintiff.

Plaintiff amends his Complaint by adding after the word Corporation on the third line from the last line in the Complaint the following:

And Plaintiff avers that three percent of the amount ~~and~~ of each sale by the defendant is the reasonable value of the services rendered the defendant by ~~the~~ the plaintiff, and the ~~benefit~~

*Wm. S. Anderson
for plff.*

MEMORANDUM OF AGREEMENT made and entered
into by and between BALDWIN COUNTY PRODUCE COR-
PORATION, of the first part, and B.A. BROWN, G.C.
OSCAR, J.F. YOUNCE, H. DUGGER, C.R. WALKER, GEORGE
ROCKSTALL, F.W. KUHN, C.C. POLLOCK, GEORGE B. EMES,
H.W. BURGHARAT, JOHN COX, H.B. BROWN, A. LUTERMAN,
F.F. TOBERTSON, F. LESTER, H. STARKEY and ADAM
FRISKORN of the second part, WITNESSETH:

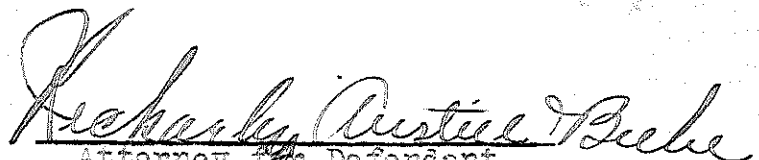
THAT, WHEREAS, the said party of the first
part has entered suits in the Justice of Peace
Court of H. Blackburn against each of the parties
of the second part under article Five, Sub-section
Eight, of its by-laws, and,

WHEREAS, the parties ^{hereto} ~~of the second part~~
desire to test the validity of such by-laws, NOW,
THEREFORE, it is agreed by and between the parties
hereto that the party of the first part shall take
judgments against each of the parties of the second
part in the Justice of Peace Court of said H.
Blackburn and that an appeal from such judgment be
taken in the case of Adam Friskorn; that pending
such appeal no execution shall issue on the cases
against the other parties of the second part, and
that should the defendant in the case of parties
of the second part, ADAM FRISKORN, be successful
in such appeal, then such decision shall determine
the validity of the judgment against each of the
other parties of the second part, and the said

BALDWIN COUNTY PRODUCE CORPORATION shall mark
satisfied in full each of the said judgments and
shall forever indemnify said parties of the second
part, their heirs, assigns, and personal represent-
atives against any execution that may issue on
such judgment. And should the ^{judgment} ~~decision~~ on appeal
be for the Plaintiff, then the judgments against
each of said defendants shall be a valid judgment.

IN WITNESS WHEREOF the parties hereunto
set their hands and seals on this the 17th day of
November, 1917.


Attorney for Plaintiff.


Attorney for Defendant.

BALDWIN COUNTY PRODUCE^{RS}
CORPORATION, A CORPOR-
ATION ORGANIZED UNDER
THE LAWS OF THE STATE
OF ALABAMA.

PLAINTIFF.

VS

ADAM FRISKORN,
DEFENDANT.

BEFORE H. BLACKBURN,
JUSTICE OF THE PEACE,

FOLEY PRECINCT, BALDWIN
COUNTY, ALABAMA.

CAUSE OF ACTION: Commission on
produce sold by defendant to persons other than
authorized agent of Plaintiff.

Came the parties before me, this
17th day of November, 1917, and after hearing the
allegation and the proof it is considered by the
Court that the said ^{Plaintiff} BALDWIN COUNTY PRODUCE^{RS} CORPOR-
ATION recover of the said ADAM FRISKORN the sum
of ONE DOLLAR AND ^{86 cents} ~~FIFTY CENTS~~ damages, and also
costs of suit.

H. Blackburn

Justice of Peace, Baldwin County, Ala.

Defendant desiring an appeal to the Circuit
Court of Baldwin County, and having given bond in
the sum of TWENTY-FIVE DOLLARS with good and suffic-
ient sureties, his such appeal is allowed.

H. Blackburn

Justice of Peace, Baldwin County, Ala.

It is agreed between the parties that the foregoing paper is a substantial copy of the record of H. Blackburn, Justice of the Peace, and that such paper and the bond in such cause shall be considered for the purpose of this suit as though they were properly signed and approved by the Justice of the Peace in such cause and shall have the same force and effect as such original or signed papers and shall be taken in lieu thereof.

Ans. Anderson atty. for Pltff.
Richard Austin Bucke
attys for Defs

Baldwin County Producers Corporation,
a corporation under the laws of
Alabama.

vs.

Adam Frishkorn

Circuit Court Baldwin County,
Alabama.
Spring Term 1918.

The plaintiff in the above stated case takes an appeal to the
Court of Appeals from the ~~xxx~~ judgment rendered in said case by the
Circuit Court of Baldwin County, Alabama, at the Spring Term 1918 of
said Circuit Court.

BALDWIN COUNTY PRODUCERS CORPORATION

By J. I. Munn,
President of said corporation.

We the undersigned acknowledge ourselves security for costs for
the appeal in the above stated case.

Witness our hands this June 18th. 1918.

Wm S. Anderson
Att'y for Plff.

J. H. Elliott
Ed. S. S. S. S.

Taken and Approved
this 21st day of
June 1918 -
J. V. McInnis
Clerk

Baltimore County Produce & Circuit Court
Corporation

Comes the defendant and
denies to the first Count in
said Complaint and as
granted of defendant say
that said Count
fails to show any con-
sideration for defendant's
alleged promise to pay
to said Corporation 30%
of its gross sales to persons
other than the agent of the
Corporation.

Fourth: That the bylaws
set out as the basis of
the claim shows no con-
tractual ^{relationship} existing between de-
fendant and plaintiff.

Fifth: That said bylaws
sets up no promise on
the part of the defendant
to pay said 30%.

Sixth: That said Count
does not show wherein plain-
tiff was damaged by reason

of defendants selling his produce to persons other than its agents.

Secondly that the bylaw which is the basis of this suit shows no promise on the part of defendant to pay ^{to plaintiff} $\frac{3}{10}$ of this gross sales for persons other than plaintiff himself; that such bylaw is said in that it is a penalty.

That said Com. does not state that any fixed amount was agreed on between the parties as purchase price to be paid by said Corporation for defendants produce.

Thirdly: That it is not shown that plaintiff could have ascertained defendants produce at a greater price than the amount it would have paid defendant.

Fourthly: That said Com. does not show a purchase price from defendant and a price at which it might have resold said produce.

BALDWIN COUNTY PRODUCE
CORPORATION,
PLAINTIFF.

IN CIRCUIT COURT,

BALDWIN COUNTY, ALABAMA.

VS

ADAM FRISKORN.
DEFENDANT.

It is admitted in the above styled cause that the defendant did sell and deliver to persons, other than the authorized agency of the above plaintiff, produce to the amount of ^{\$62.50} ~~FIFTY DOLLARS~~; it is also admitted that the said ADAM FRISKORN, at the time of such sale was a member of the said BALDWIN COUNTY PRODUCE CORPORATION.

The only questions to be decided by the Court are the corporate existence of the plaintiff, the existence and validity of any by-law making its members liable to plaintiff for commissions on produce sold to persons other than plaintiff, and particularly plaintiff's right to enforce By-Law numbered 8th in Article 5, of Plaintiff's so called Constitution and By laws.

Wm. S. Anderson
att. for Pltff
Richard D. Dyer
att. for Defts

Baldwin County Producers Corporation

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Adam Freshborn

In the above stated case it is admitted by the defendant that he is a member of the plaintiff Corporation and that while such a member he sold in 1917 25 Bushels of Irish potatoes, a part of his produce, at \$2.00 a bushel to other persons than the regularly authorized agents of the Corporation -

Nov 17, 1917

Richards, Austin & Beebe
by W. C. Beebe
attorneys for defend-
unt.

STATE OF ALABAMA) IN THE COURT OF H. BLACKBURN, NOTARY PUBLIC
) AND EX OFFICIO JUSTICE OF THE PEACE,
BALDWIN COUNTY.) BALDWIN COUNTY, ALABAMA.

We, A. Friskcorn,
B. B. Brown
and *G. C. Oscar*, are bound unto Baldwin County
Produce Corporation
in the sum of twenty-five dollars, for the payment of
which we, jointly and severally, bind ourselves, our heirs, ex-
ecutors and administrators. Sealed with our seals, and dated the
21st day of November 1917.

The condition of the above obligation is such that, on
the 17th day of November, 1917, H. Blackburn
a Notary Public and Ex. Off. Justice of Peace in and for said
county, rendered a judgment in favor of the said Baldwin County Pro-
duce Corporation
against the said A. Friskcorn for the sum of
One Dollar and 86/100 dollars, debt and
dollars, costs, from which judgment the said A. Friskcorn
has applied for and obtained an appeal to the Spring term
of the Circuit court of Baldwin County; if the said
A. Friskcorn shall prosecute said appeal to effect, or,
if he fail in said appeal, shall pay such judgment, both as to
debt and costs, as may be rendered against him by the said court
of Baldwin County, then in either of said events,
this obligation to be void, otherwise to remain in full force and
effect.

Adam Friskcorn (SEAL)

B. B. Brown (SEAL)

G. C. Oscar (SEAL)

Taken and approved this day of November 1917.

Notary Public & Ex. Off. Justice of Peace,
Baldwin County, Alabama.

The State of Alabama, }
Baldwin County—Circuit Court.

To the Sheriff of the State of Alabama—Greeting:

Whereas, at a Term of the Circuit Court of Baldwin County, held on the
eighth Monday after 4th Monday in March 1918.

in a certain cause in said Court wherein Baldwin County Producers Corporation,

was Plaintiff, and Adam Frishkorn,

was Defendant, a judgment was rendered against

said Plaintiff in favor of Defendat,

to reverse which Judgment the said Baldwin County Producers

Corporation,

has on this day applied for and obtained from this office an APPEAL, returnable to the
next Term of our ^{of Appeals,} ~~Supreme~~ Court of the State of Alabama, to be held

at Montgomery, on the 1st day of October next,

and the necessary bond having been given by the said Baldwin County Producers

Corporation, with J.F.Ebert, and

Ed Clearwater, as sureties,

Now, You are Hereby Commanded, without delay, to cite the said

Adam Frishkorn,

or Rickarby Austill and Beebe his attorney, to appear at the

next Term of our said ^{Court of Appeals} ~~Supreme~~ Court, to defend against the

said Appeal, if he think proper.

WITNESS, T. W. Richerson, Clerk of the Circuit Court of said County,

this 21st day of June A. D. 1918

Attest:

T. W. Richerson Clerk.