

SWIFT & COMPANY, an Illinois
corporation,

Plaintiff

versus

HERBERT LUNSFORD,

Defendant

:
:
:
:
:
:

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW

NO.

1895

INTERROGATORIES PROPOUNDED BY PLAINTIFF TO DEFENDANT:

1. What is your correct name?

2. Where do you reside?

3. Did you receive from Swift & Company its check for One Thousand Seven Hundred Twenty-Seven Dollars and Eighty-Four Cents (\$1,727.84) in the Fall of 1949?

4. Did you receive from Swift & Company its check No. 3346?

5. Did you receive from Swift & Company its check for One Thousand Seven Hundred Twenty-Seven Dollars and Eighty-Four Cents (\$1,727.84), dated October 22, 1949?

6. Did you cash a Swift & Company check for One Thousand Seven Hundred Twenty-Seven Dollars and Eighty-Four Cents (\$1,727.84) on or about January 2, 1950?

7. At what bank or place did you cash such check and on what date did you do so?

8. Was such check made payable to you and endorsed by you?

9. Did you receive the proceeds of such check?

10. What did you do with such proceeds?

11. How much of the proceeds of such check did you pay over to some other person, persons or firm?

12. State the name and address of each person or firm to whom you

paid over any part of the proceeds of such check and state the date on which you effected each such payment, as nearly as you can, and state the amount paid over to each such person or firm and, if any such payment was made to a firm, state the name of the employee or employees of such firm to whom such payment was made.

13. Did you pay any part of such proceeds to L. Irwin and Son or any person employed by such firm?

14. If you have answered the immediately preceding question affirmatively, state the date on which you effected such payment or payments, the amount of each such payment, and the name of each person to whom such a payment was made.

15. Did you deliver such check, endorsed by you, to any person or firm; and if you say that you did, state the name and address of the person or firm to whom you delivered the same and the date of such delivery?

16. State whether or not you retained any part of the proceeds of such check and, if you say that you did, state the amount you retained and the basis upon which you retained the same.

17. State whether or not Swift & Company was then indebted to you in said sum of One Thousand Seven Hundred Twenty-Seven Dollars and Eighty-Four Cents (\$1,727.84) or any part thereof and, if you say that it was, state the amount of its indebtedness and how the same arose.

18. State whether or not on or about November 10, 1949 you and Swift & Company settled your accounts with respect to soybeans sold by you to Swift & Company and you then received a check from Swift & Company paying in full its indebtedness to you.

19. Please state whether or not you claim that as between you and Swift & Company you were entitled to the proceeds of said check for One Thousand Seven Hundred Twenty-Seven Dollars and Eighty-Four Cents (\$1,727.84), or any part thereof and, if you say that you do so claim, state the amount which you claim you were entitled to retain and the basis of such claim.

20. Attach to your answers to these interrogatories a complete itemized statement of your accounts with Swift & Company between October 16, 1949 and January 5, 1950.

21. Attach to your answers to these interrogatories a complete itemized statement of your accounts with L. Irwin and Son between October 16, 1949 and January 5, 1950.

22. Did L. Irwin and Son receive in cash any part of the proceeds of said check for One Thousand Seven Hundred Twenty-Seven Dollars and Eighty-Four Cents (\$1,727.84) and, if so, what part and on what date?

23. Did you cause L. Irwin and Son to give Swift & Company credit for the proceeds of said check for One Thousand Seven Hundred Twenty-Seven Dollars and Eighty-Four Cents (\$1,727.84), or any part thereof and, if you say that you did, state the amount for which such credit was given, the date on which the same was given, and the basis for the giving of such credit?

24. State whether or not at any time after you received said check for One Thousand Seven Hundred Twenty-Seven Dollars and Eighty-Four Cents (\$1,727.84), you settled your accounts with L. Irwin and Son and, if you say that you did, attach to your answers to these interrogatories a complete itemized statement of all accounts involved in such settlement; and, if you say that you did not effect such settlement, attach to your answers to these interrogatories a complete itemized statement of the accounts between you and L. Irwin and Son between October 18, 1949 and the date of your answers.

25. If you have not already done so state in detail exactly what you did with such check and each of the proceeds thereof and state in detail what benefit, if any, L. Irwin and Son derived therefrom, and why they derived the same; and further state what benefit, if any, you derived therefrom and why you derived the same.

26. For what purpose was such check given you?

27. State in detail such agreement, if any, as you made with respect to such check and the proceeds thereof, the name of the person or persons

with whom you had such agreement, the date on which such agreement was made, and the place where the same was made.

28. State whether or not under date of February 4, 1950 you advised Swift & Company, at Montgomery, Alabama, as follows: "In reply to your letter of Feb. 1st final settlement has been made on the two loads of soybeans purchased covered by the check and you can consider the matter closed."

29. With whom did you make such final settlement and on what basis?

30. Did you own the two loads of soybeans referred to in said communication of February 4, 1950?

31. Who owned the same?

32. Did you agree to find the owner of said two loads of soybeans and pay such owner for the same?

33. With whom did you make such agreement?

34. What efforts, if any, did you make to determine the name of the owner or owners of "Greenwood Farms" and on what date or dates did you make such efforts?

35. State as exactly as you can the name of each person of whom you inquired about the ownership of said two loads of soybeans, the date and place of each such inquiry, and the information secured by you on such inquiry.

36. State as exactly as you can the name of each person of whom you inquired as to the ownership of "Greenwood Farms", the date and place of each such inquiry, and the information secured by you on such inquiry.

37. What business relationships, if any, did you have with Swift & Company during the month of October, 1949?

38. What business relationships, if any, did you have with J.N. Sawyer during the month of October, 1949?

39. Do you admit that you owe Swift & Company said sum of One

Thousand Seven Hundred Twenty-Seven Dollars and Eighty-Four Cents (\$1,727.84), or any part thereof and if you say that you do state how much you admit so owing; and if you say that you do not owe all of said sum, state the reason why you say you are not so indebted.

40. Did you pay any person or firm for the two loads of soybeans delivered to Swift & Company at Montgomery, Alabama, on October 18, 1949, in trucks driven by Weeks and Springsteen, respectively, for which tickets were given indicating that such soybeans belonged to "Greenwood Farms" and, if you say that you did, then who did you pay, in what amount, and when?

41. Did you ever see any tickets indicating that such soybeans belonged to Greenwood Farms and, if so, who showed you or gave you such tickets, and when?

42. Did Swift & Company, to your knowledge, get any benefit from the proceeds of such check for One Thousand Seven Hundred Twenty-Seven Dollars and Eighty-Four Cents (\$1,727.84), and, if so, in what manner and in what amount did Swift & Company receive such benefit?

43. Did you receive a letter from Charles B. Arendall, Jr., dated July 29, 1952 with respect to the suit styled Riemers Company v. Swift & Company, Number 1820, in the Circuit Court of Baldwin County, Alabama and, if so, when did you receive such letter?

44. Did you receive such letter prior to the trial of said lawsuit?

45. Did you fail and refuse to assume the defense of such lawsuit or to make an adjustment or settlement of the same with Riemers Company?

46. If you have answered the immediately preceding question negatively, state what adjustment or settlement you made.

47. State whether or not you informed Charles B. Arendall, Jr., attorney for Swift & Company, prior to the trial of said lawsuit that you had received his letter of July 29, 1952; that you would not assume the defense of said lawsuit, or do anything else about it; and that Swift & Company could do anything it wanted to about the lawsuit, because you were not going to do anything.

48. Do you admit that you are indebted to Swift & Company for the sum of Two Thousand Nine Hundred Seventeen Dollars and Seventy-Five Cents (\$2,917.75), as alleged in Count Three of its complaint in this case?

49. If you have answered the immediately preceding question negatively, state what part, if any, of said sum you admit owing to Swift & Company and then state the basis of your denial of liability for the balance of said sum.

50. State whether or not it is a fact that following the trial of said lawsuit brought by Riemers Company you stated to Charles B. Arendall, Jr., attorney for Swift & Company, that you would not pay the judgment rendered in such lawsuit or any of the Swift & Company expenses in connection therewith.

51. State whether or not at the time said check for One Thousand Seven Hundred Twenty-Seven Dollars and Eighty-Four Cents (\$1,727.84) was delivered to you, you were engaged in the business of acting as a dealer in soybeans and in sending the same to Swift & Company; and state whether or not you received any commission or compensation in connection with such transactions and, if so, on what basis; and state whether or not you had other transactions with Swift & Company following the delivery of such check to you in connection with which you received a commission or other compensation.

52. State what financial benefit you received from dealings with Swift & Company during the months of October and November in the year 1949 and how such benefits were secured.

53. State the amount of money paid you by Swift & Company during the months of October and November, 1949 and the reasons for such payments.


Attorney for Plaintiff

STATE OF ALABAMA:
COUNTY OF MOBILE:

Before me, the undersigned authority in and for said state and county, personally appeared Charles B. Arendall, Jr., attorney of record for the plaintiff, who upon being first duly sworn, on oath, deposes and

says that the answers to the foregoing interrogatories, if well and truthfully made, will be material evidence in the above action.

Charles B. Arendall, Jr.
Charles B. Arendall, Jr.

Subscribed and sworn to before me
this 23rd day of December, 1952.

Samuel M. White
Notary Public, Mobile County, Ala.

Received in Sheriff's Office
this 24 day of Dec, 1902
TAYLOR WILKINS, Sheriff

RECORDED

Sample 4 C

15.

Herbert Lumsford

Interrogatories

Sheriff
Taylor Wilkins
By
Edwige Steadman

FILED

DEC 24 1952

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[illegible][illegible]

STATE OF ALABAMA)
)
)
BALDWIN COUNTY) AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Herbert Lunsford 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 Swift & Company, a corporation.

Witness my hand this 22nd day of Dec, 1952.

Benjamin J. Ketchum
Clerk.

COMPLAINT

SWIFT & COMPANY, an Illinois corporation,
Plaintiff
versus
HERBERT LUNSFORD,
Defendant

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:
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:
:
:
:

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
NO. 1825

COUNT ONE

Plaintiff claims of defendant One Thousand Seven Hundred Twenty-Seven Dollars and Eighty-Four Cents (\$1,727.84) due from him by account on, to-wit, January 2, 1950, which sum of money, with the interest thereon, is still unpaid.

COUNT TWO

Plaintiff claims of the defendant One Thousand Seven Hundred Twenty-Seven Dollars and Eighty-Four Cents (\$1,727.84) for money on, to-wit, the second day of January, 1950 received by the defendant to the use of the plaintiff, which sum of money, with the interest thereon, is still unpaid.

COUNT THREE

Plaintiff claims of defendant the sum of Two Thousand Nine Hundred Seventeen Dollars and Seventy-Five Cents (\$2,917.75), with the interest thereon, damages due and arising by the defendant to the plaintiff, as follows: On, to-wit, October 22, 1949, the plaintiff delivered to the defendant a check for One Thousand Seven Hundred Twenty-Seven Dollars and Eighty-Four Cents (\$1,727.84), upon an oral agreement by the defendant to pay the face amount of such check to the owner of two (2) truckloads of soybeans which had been delivered to the plaintiff, in Montgomery, Alabama, on, to-wit, October 18, 1949, and which were shown on the plaintiff's records as being the property of "Greenwood Farms", of Robertsedale, Alabama. On, to-wit, January 2, 1950, the defendant cashed this check and received the proceeds thereof, in said sum of, to-wit, One Thousand Seven Hundred Twenty-Seven Dollars and Eighty-Four Cents (\$1,727.84). On, to-wit, February 4, 1950, the defendant advised the plaintiff in writing that he had made final settlement on said two (2) truckloads of soybeans and that the plaintiff could consider the matter closed. Subsequently, however, and on, to-wit, June 26, 1952, a suit was filed against the plaintiff in the Circuit Court of Baldwin County, Alabama, at law, in which Riemers Company, a partnership, claimed the purchase price of said soybeans, averring that they had not received payment therefor. On, to-wit, July 29, 1952, the plaintiff caused the defendant to be notified of said suit and to be informed by plaintiff's attorney as follows:

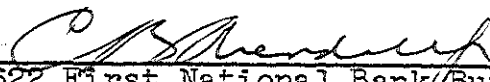
"It is obvious that Swift & Company should not have to pay twice for the same beans. Under the circumstances, on behalf of such concern, I notify you of the pending suit, and call on you either to assume the defense of such suit or to make such adjustment or settlement of the same with the plaintiff as you may think proper. To that end, if you so desire and request, I will be pleased to formally withdraw my appearance as counsel for the defendant in order that you may control the handling of the case, from the defendant's standpoint, in such manner as you see fit. In any event, my client expects you to stand good for any loss which it has sustained or might sustain in connection with the matter."

Defendant failed and refused to assume the defense of said suit or to make any settlement or adjustment with said Riemers Company and on, to-wit, October 28, 1952, judgment was rendered in said suit in favor of said Riemers Company and against the plaintiff for the sum of One Thousand

Eight Hundred Sixty-Six Dollars and Thirty Cents (\$1,866.30), together with costs of court in the sum of Fifty-One Dollars and Forty-Five Cents (\$51.45), which sums the plaintiff paid on, to-wit, November 26, 1952 and December 5, 1952, respectively.

Plaintiff avers that the defendant breached his said agreement with the plaintiff, by failing to pay said Riemers Company for said soybeans, and that as a proximate result of such breach by the defendant, and as a proximate result of the defendant's failure and refusal to assume the defense of said suit or to make any settlement or adjustment with said Riemers Company, the defendant was caused to pay said sum of One Thousand Eight Hundred Sixty-Six Dollars and Thirty Cents (\$1,866.30) to said Riemers Company, to pay said court costs in the sum of Fifty-One Dollars and Forty-Five Cents (\$51.45), and to incur between June 26, 1952 and December 5, 1952, in and about the investigation and defense of the claim of said Riemers Company, as asserted in said suit, expenses for attorneys' fees and traveling expenses of witnesses, the reasonable value of which is, to-wit, One Thousand Dollars (\$1,000.00).

WHEREFORE, plaintiff demands judgment of the defendant in the sum of Two Thousand Nine Hundred Seventeen Dollars and Seventy-Five Cents (\$2,917.75), with the interest thereon, and costs.


622 First National Bank/Building
Mobile, Alabama
Attorney for Plaintiff

OF COUNSEL:

Smith, Hand, Arendall & Bedsole

no 1895'

RECORDED

Swift & Co.

vs

Herbert Lunsford

FILED

DEC 23 1952

ALICE J. DUCK, Clerk

Received in Sheriff's Office
this 22 day of Dec, 1952
TAYLOR WILKINS, Sheriff

Executed Dec. 27, 1952
By Serving copy on

Herbert Lunsford

Sheriff
Taylor Wilkins
By
Edleigh Steadham

SWIFT & COMPANY, an Illinois corporation,)	IN THE CIRCUIT COURT OF
)	
Plaintiff,)	BALDWIN COUNTY, ALABAMA
)	
Versus)	
)	AT LAW
HERBERT LUNSFORD,)	
)	
Defendant.)	NO. _____

JUDGMENT BY THE COURT FOR PLAINTIFF AGAINST
DEFENDANT WITH LEAVE TO PROVE DAMAGES

This day being the day duly set for the trial of this cause, came the plaintiff in open Court with its attorney, and the defendant being called, but coming not and failing to appear, plead or otherwise answer plaintiff's complaint, made default; upon motion of the plaintiff, and the Court being of the opinion, it is considered and ordered by the Court, and it is the judgment of the Court, that judgment be and the same is hereby rendered in favor of the plaintiff against the defendant, and that plaintiff have and recover of the defendant its claims and demands in the complaint mentioned; but the same being unknown and uncertain, it is, therefore, CONSIDERED, ORDERED AND ADJUDGED by the Court that leave be granted the plaintiff to prove its damages to be assessed by the Court.

DONE this 28 day of April, 1953.

Hubert M. Lee
JUDGE

SWIFT & COMPANY, an Illinois)	IN THE CIRCUIT COURT OF
corporation,)	
)	
Plaintiff,)	BALDWIN COUNTY, ALABAMA
)	
Versus)	
)	AT LAW
HERBERT LUNSFORD,)	
)	
Defendant.)	NO. _____

JUDGMENT ASSESSING PLAINTIFF'S DAMAGES

This day in open Court came the plaintiff with its attorney, and a judgment by the Court by default having been this day granted in this cause in favor of the plaintiff against the defendant, with leave to prove damages to be assessed by the Court; and the Court having heard the evidence in this cause presented by the plaintiff, and having computed the amount for which judgment should be rendered in favor of the plaintiff and against the defendant, and fixed and assessed said amount at \$ 2490²⁸, and the Court being of the opinion,

It is, therefore, CONSIDERED, ORDERED AND ADJUDGED by the Court that the plaintiff have and recover of the defendant the said sum of \$ 2490²⁸, together with costs in this behalf expended, for the recovery of which let execution issue.

DONE this 28 day of April, 1953.

Hubert M. Hae
JUDGE

Mr. Herbert Lunsford
Foley, Alabama

TO: SWIFT & COMPANY, an Illinois corporation, DR.

1/2/50 Proceeds of check No. 334⁶ of Swift & Company dated October 22, 1949, issued to Herbert Lunsford in the sum of \$1,727.84 to be used by Mr. Lunsford in making final settlement with the owner of two truckloads of soy beans which had been delivered to Swift & Company in Montgomery, Alabama on, to-wit, October 18, 1949, for which weigh tickets had been issued in the name of "Greenwood Farms" and which said check was cashed by Mr. Lunsford who received the proceeds thereof and failed to apply the same for the indicated purpose or to the use of Swift & Company.

T O T A L \$ 1,727.84

STATE OF ALABAMA)

COUNTY OF MOBILE)

Personally appeared before me, the undersigned _____

Louise S. Dusenbury, Notary Public, State at Large,

W. F. HAYS, who, being first duly sworn, on oath did depose and say that he is the Manager of Swift & Company - Oil Mill - at Montgomery, Alabama, and as such has authority to make this affidavit; that he has personal knowledge of the matters hereinabove set forth and that the itemized account hereinabove set forth against Mr. Herbert Lunsford showing a sum owing thereon in the sum of \$1,727.84 is true and correct as stated, and that said sum of \$1,727.84 is justly due and owing, after the allowance of all just credits to which the said Mr. Lunsford is entitled.

W. F. Hays

Subscribed and sworn to before
me this 28 day of April, 1953.

Louise S. Dusenbury
Notary Public, State at Large

RECORDED

various sources, as
available, will

1895

08/2/1
The following is a list of the names of the persons who have been
admitted to the office of the Secretary of the Board of
Education, since the last meeting of the Board, on the 1st of
January, 1905. The names are given in alphabetical order, and
the date of admission is given in parentheses. The names of the
persons who have been admitted to the office of the Secretary of
the Board of Education, since the last meeting of the Board, on
the 1st of January, 1905, are given in alphabetical order, and
the date of admission is given in parentheses. The names of the
persons who have been admitted to the office of the Secretary of
the Board of Education, since the last meeting of the Board, on
the 1st of January, 1905, are given in alphabetical order, and
the date of admission is given in parentheses.

Mr. J. H. H.

Admitted to office

Admitted to office

Admitted to office

The following is a list of the names of the persons who have been
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Education, since the last meeting of the Board, on the 1st of
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Admitted to office

Admitted to office

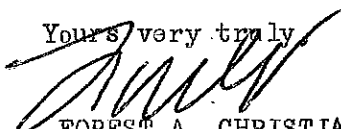
LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

Mrs. Alice J. Duck
Clerk of Court
Bay Minette, Ala.

Dear Mrs. Duck:

Please send me the file on the case of Swift and
Company vs. Herbert Lunsford, which I talked to you about
over the phone yesterday. It seems judgment was taken last
April.

Yours very truly,



FOREST A. CHRISTIAN