

W. C. BEEBE  
LAWYER  
BAY MINETTE, ALABAMA

January 15, 1953

1896

Mrs. Alice J. Duck .  
Circuit Clerk  
Bay Minette, Alabama

In re: Swift & Co. vs L. Irwin  
& Son.

Dear Mrs. Duck:

I am today withdrawing my appearance on behalf of the  
defendants in this suit and as well the plea filed by me on  
their behalf.

Yours truly,

  
W. C. Beebe

WCB.mb

1896

RECEIVED  
JAN 13 1953  
FBI  
U.S. DEPT. OF JUSTICE

FILED  
JAN 13 1953  
ALICE L. DECK, Clerk

SWIFT & COMPANY, an Illinois  
corporation, )

Plaintiff )

- vs - )

L. IRWIN AND SON, a partnership )  
composed of LAMAR IRWIN and )  
FRANCIS L. IRWIN, )

Defendants )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 1896

Comes the defendants in the above-styled cause and for answer to the complaint filed therein and each count thereof, separately and severally, sets out the following separate and several pleas.

PLEA ONE

The allegations of the complaint are untrue.

PLEA TWO

On January 2, 1950, the defendants had no account with the plaintiff nor any business transaction with the plaintiff nor was any sum of money due by the defendants to the plaintiff.

PLEA THREE

The defendants did not, on the 2nd day of January, 1950, receive any sum of money for the use of the plaintiff nor had they previously or subsequently thereto received any sum of money for the use of the plaintiff.

PLEA FOUR

The defendants have had no business transactions which could be satisfied and discharged by the delivery of property or the payment of money since December 20, 1949.

  
Attorney for Defendants.

## ANSWER

Plaintiff,

L. IRWIN AND SON, a partnership,  
composed of LAMAR IRWIN and  
FRANCIS L. IRWIN,

Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 1896

CECIL G. CHASON

ATTORNEY AT LAW

FOLEY, ALABAMA

FILED

AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon L. Irwin and Son, a partnership composed of Lamar Irwin and Francis L. Irwin, 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, an Illinois corporation.

Witness my hand this 22<sup>nd</sup> day of Dec, 1952.

Dee J. Karch  
Clerk.

## COMPLAINT

SWIFT & COMPANY, an Illinois corporation,

Plaintiff

versus

L. IRWIN AND SON, a partnership  
composed of LAMAR IRWIN and  
FRANCIS L. IRWIN,

## Defendants

二

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

AT LAW

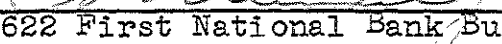
NO. 1896

COUNT ONE

Plaintiff claims of defendants One Thousand Seven Hundred Twenty-Seven Dollars and Eighty-Four Cents (\$1,727.84) due from them 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 defendants 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 defendants to the use of the plaintiff, which sum of money, with the interest thereon, is still unpaid.

  
622 First National Bank Building  
Mobile, Alabama  
Attorney for Plaintiff

OF COUNSEL:

Smith, Hand, Arendall & Bedsole

ms 1896

Smith & Co

vs.

L. J. Smith & Son

RECORDED

FILED

DEC 22 1952

ALICE J. DUCK, Clerk

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

Executed 12/23 1952  
by serving copy of within Summons and  
Complaint on

L. J. Smith & Son

Taylor Wilkins Sheriff

By Edleigh Steadman Deputy Sheriff

SWIFT & COMPANY, an Illinois  
corporation,

Plaintiff

versus

L. IRWIN AND SON, a partnership  
composed of LAMAR IRWIN and  
FRANCIS L. IRWIN,

Defendants

: IN THE CIRCUIT COURT OF  
:  
:  
: BALDWIN COUNTY, ALABAMA.  
:  
:  
:

: AT LAW

: NO. \_\_\_\_\_  
:  
:  
:

INTERROGATORIES PROPOUNDED BY PLAINTIFF TO DEFENDANTS

1. What is the correct name of the concern sometimes known as L. Irwin and Son?

2. State whether or not such concern was a partnership at any time during the period between October 1, 1949 and March 1, 1950 and, if you say that it was, state the names of the partners in such firm, from time to time during said period, specifying the specific times during which the named persons were the partners in said firm.

3. State whether or not such concern was a corporation at any time during the period between October 1, 1949 and March 1, 1950 and, if you say that it was, specify the state in which such concern was incorporated and the time within such period during which such concern was so incorporated.

4. State whether or not such concern was a sole proprietorship at any time during the period between October 1, 1949 and March 1, 1950 and, if you say that it was, specify the name of the sole proprietor and the period during which such concern was a sole proprietorship.

5. Is the concern now sometimes known as L. Irwin and Son the same concern which was sometimes known by that name during the period between October 1, 1949 and March 1, 1950?

6. If you have answered the immediately preceding question nega-



tively, specify the differences in such concerns and state, specifically, the name, nature of business organization (whether sole proprietorship, partnership or corporation), name of each sole proprietor, name of each partner, place of incorporation of each corporation, period of existence, and correct name of each concern which has existed at any time since October 1, 1949, and been sometimes known as L. Irwin and Son, of Foley, Alabama.

7. Did you cause to be delivered to Swift & Company at Montgomery, Alabama on or about October 18, 1949, a load of soybeans transported in a truck driven by John Springsteen?

8. Did you cause to be delivered to Swift & Company at Montgomery, Alabama on or about October 18, 1949, a load of soybeans transported in a truck driven by Ralph Weeks?

9. Did you cause to be delivered to Swift & Company at Montgomery, Alabama on or about October 18, 1949 two truck loads of soybeans for which tickets were issued upon which the name of the owner of such soybeans was specified to be "Greenwood Farms"?

10. State whether or not you had any financial interest in such two loads of soybeans and, if you say that you did, state what financial interest you had in the same and how you secured such interest.

11. Were you entitled to any part of the purchase price paid or payable by Swift & Company for such soybeans and, if you say that you were, to what part of the same were you entitled and how did you become so entitled?

12. Did Herbert Lunsford ever pay you any amount on account of such two loads of soybeans and, if you say that he did, how much did he pay you, when did he pay you, and for what reason did he pay you?

13. Did Herbert Lunsford ever pay you for any soybeans shipped to Swift & Company at Montgomery, Alabama between October 1, 1949 and March 1, 1950, and, if you say that he did, identify each shipment with respect to which he made any payment to you, state the date and amount of such payment, and the reason he made the same to you.

14. State whether or not upon any partial or complete settlement of accounts between you and Herbert Lunsford, or between you and Swift & Company, or between you and Lunsford and Swift & Company, the said two loads of soybeans or the purchase price thereof or any part of such purchase price was taken into account in any manner; and, if you say that it was, state in detail the nature of such settlement, specifying the date of the same, the persons or firms concerned, and the manner in which such two loads of soybeans or the proceeds thereof or any part of such proceeds were taken into account.

15. Did Herbert Lunsford ever ask you or any member of your firm or any person employed by you whether or not you or any such member of your firm or any other such person owned or had any financial interest in such two loads of soybeans, or either of such loads; and, if so, state the date of such inquiry, the person or persons of whom such inquiry was made, and the answer given; and further state what was done with respect to such two loads of soybeans, or either of them, or the proceeds of the sale of the same or any part of such proceeds?

16. Attach to your answers to these interrogatories either the original or a true copy of all your records pertaining to soybeans sold by you to Swift & Company between January 1, 1949 and March 1, 1950.

17. Was Swift & Company indebted to you on December 31, 1949 and, if so, in what amount and on the basis of what transactions?

18. Was Swift & Company indebted to you at any time between January 1, 1950 and March 1, 1950 and, if so, in what amount and on the basis of what transactions?

19. Did Swift & Company pay you directly by its check made payable to you for all soybeans with respect to which you were entitled to payment that had been delivered to Swift & Company between January 1, 1949 and March 1, 1950 and, if you say that it did not, state whether or not you were ever paid for the same and, if so, by whom and on what date or dates and in what amount; and, if you say that you were not paid for any of the same, state the amount of such indebtedness of Swift & Company to you on March 1, 1950?

20. Did you receive from Herbert Lunsford or any other person any part of the proceeds of the Swift & Company check dated October 22, 1949, in the sum of One Thousand Seven Hundred Twenty-Seven Dollars and Eighty-Four Cents (\$1,727.84), made payable to Herbert Lunsford; and, if you say that you did, state what you received, when you received the same, the name of the person or persons effecting such payment to you, and the basis for each such payment?

21. Attach to your answers to these interrogatories the original or correct copies of all your records showing the accounts between Herbert Lunsford and yourself between October 1, 1949 and March 1, 1950.

22. Were you at any time between October 1, 1949 and March 1, 1950 indebted to Herbert Lunsford and, if you say that you were, state how each such indebtedness was discharged and when the same was discharged?

23. State the name and address of each member of your firm and of each person employed by you who at any time had any conversation or business transaction with Herbert Lunsford with respect to such two loads of soybeans, or either of them, or with respect to "Greenwood Farms", or with respect to the proceeds of the sale of any of such soybeans or any part of such proceeds, or with respect to said check for One Thousand Seven Hundred Twenty-Seven Dollars and Eighty-Four Cents (\$1,727.84), or the proceeds of such check or any part of the proceeds of such check; and state the nature of each such conversation, the date of the same, the nature of each such transaction, and the date of each such transaction.

24. State whether or not Francis L. Irwin stated to Charles B. Arendall, Jr., attorney for Swift & Company, on or about October 28, 1952 that Herbert Lunsford never paid L. Irwin and Son or anybody else, so far as he (Francis L. Irwin) knew, any part of the proceeds of the sale to Swift & Company of such two loads of soybeans; and then state whether or not such is true; and, if you say such is not true, state the respects in which such is false.

25. State whether or not Francis L. Irwin stated to Charles B. Arendall, Jr., attorney for Swift & Company, on or about October 28, 1952, that no part of the proceeds of the purchase by Swift & Company of such two loads of soybeans was ever involved in any settlement between Herbert Lunsford and L. Irwin and Son; and then state whether or not such is true; and, if you say such is not true, state the respects in which such is false.

Charles B. Arendall, Jr.  
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.

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

Received in Sheriff's Office  
this 14 day of Dec, 1932  
TAYLOR WILKINS, Sheriff

RECORDED

Swift & Co

VS.

L. Lewin & Son

Executed Dec. 30, 1932

By Seizing copy on

L. Lewin & Son

By returning

L. J. [unclear]

Swift

Taylor Wilkins

By

Edleigh Steadham

Interrogatories

FILED

DEC 24 - 1932

Miss J. [unclear], Clerk

SWIFT & COMPANY, an Illinois  
Corporation,

PLAINTIFF

VS

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

L. IRWIN AND SON, a partner-  
ship composed of LAMAR IRWIN  
and FRANCIS L. IRWIN,

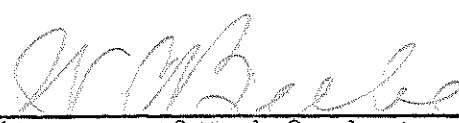
DEFENDANTS

AT LAW

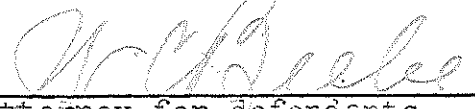
NO. 1896

Come the defendants in the above styled cause and  
answering plaintiff's complaint and each count thereof separately  
and severally say:

That the matters therein alleged are untrue.

  
Attorney for defendants

The defendants demand a trial by jury.

  
Attorney for defendants.

RECORDED

FILED

JAN 13 1953

ALICE J. DUCK, Clerk

SWIFT & COMPANY, an Illinois  
corporation,

Plaintiff,

- VS -

L. IRWIN AND SON, a partnership,  
composed of LAMAR IRWIN and  
FRANCIS L. IRWIN,

Defendants

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 1896

ANSWER TO INTERROGATORIES

Comes the defendant in the above styled cause by L. Irwin, a partner, and in answer to the interrogatories propounded therein on the 23rd day of December, 1952, answers as follows:

1. L. Irwin and Son, a partnership.
2. Yes. L. Irwin and Francis L. Irwin.
3. No.
4. No.
5. Yes.
6. No answer required.
7. No.
8. No.
9. I have no knowledge of any tickets issued in the name of Greenwood Farms for any of my beans and if so issued it was done without my authorization.
10. I know of no Soy Beans which belonged to me or my partnership to have been delivered under tickets marked "Greenwood Farms".
11. Same answer as to interrogatory No. 10.
12. Herbert Lunsford paid me for such beans as he obtained from me for the bean season of 1949. However, I have no knowledge of having been paid for any beans listed under tickets marked "Greenwood Farms".
13. The best that I can tell from our records, we sold to Swift & Company Soybeans in the amount of \$11,049.87 in the Fall of 1949. We sold no beans after November of 1949, to the best of my knowledge. Our records also indicate that we were paid for all of these beans, however, I have




no way of determining whether we were paid through Herbert Lunsford for these beans or not, although I believe that some payments were made through him in October or November of 1949.

14. If this interrogatory referred to beans in interrogatories 7, 8, 9, 10, 11, and 12, as I have already stated, I have no knowledge of these two (2) loads of beans belonging to us nor payments having been made to us for them.
15. Inasmuch as three (3) years have expired since this time, it is impossible for me to answer why any inquiry was made concerning these two (2) loads of Soybeans, or either of them, and I have no personal knowledge as to what was done with respect to these two (2) loads of Soybeans, or either of them, or the proceeds of the sale or any part of such sale.
16. I object to furnishing copies of my records and believe it to be an improper request and will do so only if directed by the Court.
17. Not to the best of my recollection. However, it is possible that some of our checks were delayed to that time, as the Swift Oil Mill is extremely slow in paying for beans shipped to them.
18. Not to the best of my recollection, as I shipped no beans after November for the 1949 season.
19. I have been paid for all beans shipped to Swift and Company between January 1, 1941 and March 1, 1950, although, as I have previously said, my records do not indicate which payments were paid directly or through some third person. The only indications that I have on my records is that I have been paid for my beans and not as to the manner of payment.
20. I shipped beans to Swift and Company in October of 1949,

however, I have no record of having received a check from Swift & Company in the amount of \$1,727.84, dated October 22, 1949, nor was any payment in that amount made to me by Herbert Lunsford on that date for beans I had shipped to Swift. I am unable to answer this question fully unless I am informed of the date on which the payment was supposed to have been made to me and the amount of such payment.

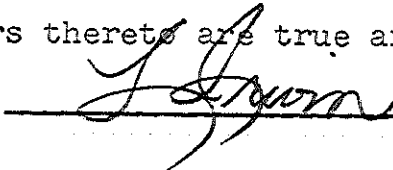
21. I believe this question to be immaterial and irrelevant and object to furnishing copies of my records and believe it to be improper to force me so to do, therefore, will not do so unless directed by the Court.
22. I do not believe that I was indebted to Herbert Lunsford between March 1, 1949, and March 1, 1950, although it is possible that I may have been in a small amount.
23. I have no knowledge of which of my employees may have had any conversation with Herbert Lunsford with respect to two (2) loads of Soybeans on tickets marked "Greenwood Farms", nor with the check or the proceeds of the check referred to.
24. I have no knowledge of what Francis L. Irwin may have stated to the attorney for Swift & Company.
25. Same as answer to interrogatory No. 24.

  
L. Irwin

STATE OF ALABAMA

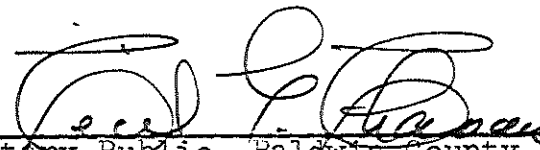
BALDWIN COUNTY

Before me, Cecil G. Chason, a Notary Public in and for said County in said State, personally appeared L. Irwin, who is known to me, and who after being by me first duly and legally sworn, deposes and says that he is the person who answered the foregoing interrogatories and that the answers thereto are true and correct.

  
L. Irwin

Sworn to and subscribed before me,  
a Notary Public, on this the 6<sup>th</sup>  
day of March, 1953.

(affix Seal)

  
\_\_\_\_\_  
Notary Public, Baldwin County  
State of Alabama

RECORDED

ANSWER TO INTERROGATORIES

SWIFT & COMPANY, an Illinois  
corporation,

Plaintiff,

- vs -

L. IRWIN AND SON, a partnership,  
composed of LAMAR IRWIN and  
FRANCIS L. IRWIN,

Defendants.

(( ))(( ))(( ))(( ))(( ))(( ))(( ))(( ))(( ))(( ))(( ))(( ))(( ))(( ))

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 1896

FILED

CECIL G. CHASON  
ATTORNEY AT LAW  
FOLEY, ALABAMA

3-9-51  
J. DUCK, Clerk

1896