

SWIFT & COMPANY, a
Corporation,
Plaintiff,
vs
R. L. ROCKWELL,
Defendant.

IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA. AT LAW,
No. _____

INTERROGATORIES PROFOUNDED BY PLAINTIFF TO DEFENDANT
UNDER SECTIONS 7764 ET SEQUAL, OF THE CODE OF ALABAMA. 1923.

1. What is your residence and occupation? How long have you so resided and been employed? Were you at any time during the year 1929, engaged in farming or raising farm produce? Or in furnishing fertilizer to others so employed?
2. Did you, during the year 1929, purchase any fertilizer? If so, state from whom. With what individual did you deal? What was the contract under which such fertilizer was purchased? What fertilizer was received by you during 1929 and when? What was the market value of such fertilizer? How was it used and by whom? Has it ever been paid for and if so, to whom, how and when?
3. Did you, during the year 1929, order fertilizer from the plaintiff? Did you, during that year receive fertilizer from plaintiff? On what date during that year did you receive fertilizer from plaintiff? Give a list of the fertilizer so received. What was the value of such fertilizer? Did you use such fertilizer and if so, when, where and how? Did you not, upon receipt of said fertilizer receive bills from the plaintiff showing the amount sued for to be due? From what individual or agent of plaintiff did you receive said fertilizer?
4. Have you ever paid for such fertilizer? If so, when, where, to whom and how? How much cash have you paid for the fertilizer so used by you?

STATE OF ALABAMA,
COUNTY OF MOBILE.

Before me, Ruth Macdonald, a Notary Public in and for said State and County personally appeared B.F. McMillan Jr., who is known to me and who being sworn says on oath that he is of counsel for the plaintiff in the foregoing cause, that as such attorney he has propounded the foregoing interrogatories to the defendant and that the answers thereto will be material testimony for the plaintiff in said cause.

Sworn to and subscribed before me this 17 day of August, 1931.

Ruth Macdonald
Notary Public, Mobile County, Alabama.

B. F. McMillan Jr.
B. F. McMillan Jr.

Original
RECORDED
Swift & Co
as
R. L. Rockwell

Andrew Alonzo

Filed August 24th 1931
J. W. Hickman
Clerk

Executed this the 7th
day of Sept 1931 by
Receiving a copy
of the meeting
Indulgences for
R. L. Rockwell
W. R. Short
Clyffitt Sheriff
D.S.

W. R. Short

W. R. Short

B. F. MCMILLAN, JR.
ATTORNEY AT LAW
803-806 VAN ANTWERP BLDG.
MOBILE, ALABAMA

August 15th, 1931.

Mr. T. W. Richerson, Clerk,
Circuit Court,
Bay Minette, Alabama.

Dear Sir:- RE: Swift & Company vs R. L. Rockwell.

I send herewith papers for suit, the documents enclosed
being:

Original complaint,
Interrogatories propounded
to defendant.
Demand for production of
papers.
Verified account sued on.

The defendant is located at Fairhope. Please issue process
for me.

The foregoing papers are filed in duplicate with you except
the verified account which I take it to be unnecessary to file in
duplicate.

Yours very truly,

B. F. McMillan, Jr.

Mc/M
Encls.

The State of Alabama, }
BALDWIN COUNTY. } CIRCUIT COURT, COVING TERM, 19032

To any Sheriff of the State of Alabama:

You are hereby commanded to attach the body of C. B. DAWE and B. C. FARMER

if to be found in your County, at the instance of the DEMANDANT
and bring him before the Honorable Judge of the Circuit Court of
Baldwin County, at the court house thereof on the 10th day of APRIL 19033
being a day of the next term of the Circuit Court to be held for said County, then and
there to testify and the truth to say in a certain case pending in said Circuit Court,
wherein SHIPT & COMPANY, a corporation Plaintiff
and B. L. ROCKWELL Defendant.

Herein fail not and have you then and there this Writ.

Witness my hand, this 16th day of February 19033

J. M. P. [Signature] Clerk.

COPY

^{ALIAS}
Attachment for Witnesses.

No. 9513

SWIFT & CO., a corporation
vs.

R. L. ROCKWELL

Circuit Court, Baldwin County.

SPRING

Term, 190 32

Witnesses:

R. C. FARNELL

Bail fixed \$500 enough

The State of Alabama, }
BALDWIN COUNTY. } CIRCUIT COURT, SPRING TERM, 190 32

To any Sheriff of the State of Alabama:

You are hereby commanded to attach the body of C.E. DAUL and R.C. WARELL

if to be found in your County, at the instance of the DEFENDANT
and bring ~~him~~ ^{them} before the Honorable Judge of the Circuit Court of
Baldwin County, at the court house thereof on the 10th day of APRIL 190 33
being a day of the next term of the Circuit Court to be held for said County, then and
there to testify and the truth to say in a certain case pending in said Circuit Court,
wherein SWIFT & COMPANY, a corporation Plaintiff
and R.L. ROCKWELL Defendant

Herein fail not and have you then and there this Writ.

Witness my hand, this 16th day of February 190 33

D.W. [Signature]
Clerk.

COPY,

ALIAS
Attachment for Witnesses.

No. 9513

SWIFT & CO., a corporation

vs.

R.L. ROCKWELL

Circuit Court, Baldwin County.

SPRING

Term, 1903

Witnesses:

C.E. DAUL

Back filed 5-00 on each

Fairhope, Ala.

June. 2. 1934.

Mrs. M. A. Stone.

Bay Minette, Ala.

Dear Madam.

I received your letter about the witness certificates yesterday. Many thanks for letting me know.

I am sending my two certificates, indorsed and with a notation that the reduced amount is accepted by me.

Again, thanks for your thoughtfulness in this.

Yours truly,

Ernest B. Miller.

May 31, 1934.

Mr. E. B. Miller,
Fairhope, Alabama.

Re: Swift & Company vs. Rockwell,

Dear Sir:

After all this time I have been able to collect nearly all of the costs in the above entitled case in which you hold witness certificates. I have tried in vain to complete the collection of the costs but have finally given it up.

I have pro-rated the money collected between those to whom any costs were due and find that insted of being able to offer you the full \$10.60 for witness fees that it will be cut to \$9.60, the others being cut in proportion, also .

If you will sign your certificates and make a notation that you are willing to accept \$9.60 instead of the full \$10.60, we will be glad to mail you a check for tht amount upon such receipt of signed certificates.

Yours very truly,

M. A. Stone, Clerk

MAS;a

STATE OF ALABAMA

IN CIRCUIT COURT

COUNTY OF BALDWIN

AT LAW

SWIFT & COMPANY, A Corporation, Plaintiff,

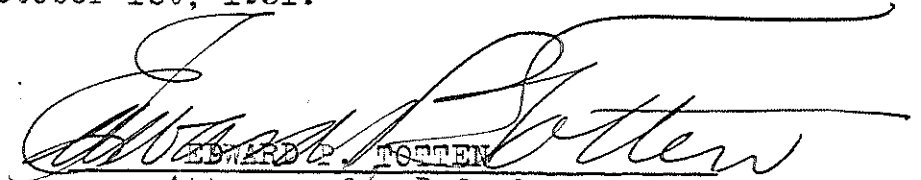
vs.

R. L. ROCKWELL, Defendant.

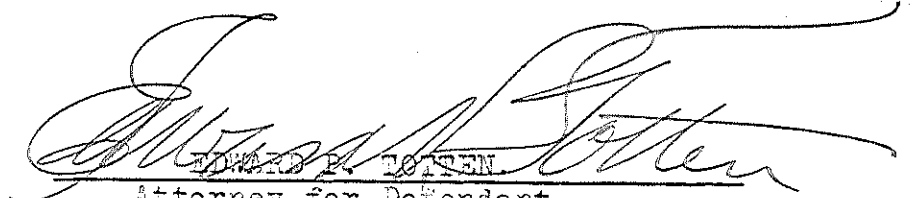
Now comes the defendant, R. L. Rockwell, and for an answer to the complaint of the plaintiff herein and to each and every count thereof, separately and severally, says that he is not guilty of the matters and things therein alleged.

For a further answer to the complaint of the plaintiff, defendant denies each and every allegation contained in said complaint and each and every count thereof, separately and severally, and says that he is upon no account and in no manner indebted to the plaintiff herein.

Dated October 1st, 1931.


EDWARD P. TOTTON
Attorney for Defendant.

The defendant, R. L. Rockwell, demands a trial by jury of the issues in this cause.


EDWARD P. TOTTON
Attorney for Defendant.

Attorney for Defendant.

by jury or the issues in this cause.

The defendant, H. T. Rockwell, demands a trial

Dated October 1st, 1931.

Attorney for Defendant.

manner injected to the plaintiff herein.

and severally, and says that he is upon no account and in no

in said complaint and each and every count thereof, separately

plaintiff, defendant denies each and every allegation contained

for a further answer to the complaint of the

not guilty of the matters and things therein alleged.

severally count thereof, separately, and severally, says that he

severally to the complaint of the plaintiff herein and to each

Now comes the defendant, H. T. Rockwell, and for

H. T. Rockwell
as Defendant

Swift & Co
vs
H. T. Rockwell

Answer

Filed Oct 6th 1931
J. W. Richardson
Clerk

SWIFT & COMPANY, A CORPORATION, Plaintiff,

COUNTY OF BALTIMORE

STATE OF ALABAMA

AT LAW

IN CIRCUIT COURT

STATE OF ALABAMA
COUNTY OF BALDWIN

IN CIRCUIT COURT
AT LAW.

SWIFT & CO., a Corporation, Plaintiff.

vs.

ANSWERS BY DEFENDANT TO

INTERROGATORIES PROPOUNDED BY

R. L. ROCKWELL, Defendant.

PLAINTIFF.

1.(a) Fairhope, Alabama, Farmer. (b) 13 years. (c) I was engaged in farming but not in furnishing fertilizer.

2.(a) Yes, from Produce Market Service, Incorporated, with offices at 61 Government Street, Mobile, Alabama. (b) R. C. Farnell representative of such company. (c) A certain agreement in writing made with Produce Market Service on March 22, 1929, under which they were to furnish me seed potatoes and fertilizer to plant ten acres of land in that season and after deducting from gross proceeds of crop raised, the cost of seed, fertilizer, sacks and \$40.00 per car as brokerage and selling expenses to divide balance between us with 80% to me and 20% to them. (d) Late in April, 1929, I received 5 tons of fertilizer from Produce Market Service of Mobile. About the middle of May I received 3 tons and 7 sacks of fertilizer from Produce Market Service of Mobile, Alabama. (e) My recollection is that the market price of such fertilizer at that time was about \$40.00 a ton. (f) It was used by me mostly on the ten acres of potatoes in crop for Produce Market Service but partially on my cotton crop under arrangement with them.

(g) Yes, it was paid for by me to the Produce Market Service of Mobile, Alabama, in July, 1929, by the delivery to said company of the entire crop of potatoes raised on the ten acres in that season, which was retained by such company to cover costs of seed, fertilizer and from which I received not a penny.

3. (a) No, I did not during 1929 order any fertilizer from the Plaintiff, Swift & Company. (b) Yes, I received in the latter part of April, 1929, 5 tons of 12-6-6 fertilizer, shipped from Swift & Company at New Orleans, La., under order from Produce Market Service of Mobile, Alabama, under my contract with them. (c) Such fertilizer was of no

ALABAMA LAW DEPARTMENT
EDWARD B. JOHNSON

IN CIRCUIT COURT
AT
MOBILE
JAN 12
SWIFT & CO
R. L. ROCKWELL
DEFENDANT
NO FURNISHED ME FERTILIZER
FILED ON OCTOBER 15 1931

value to me as by reason of its late arrival after potatoes were planted and set they made less than half a crop. (d) Yes, I used such fertilizer late in April, 1929, on the ten acres of potatoes planted by me for Produce Market Service. (e) Yes, I received shipping statement from the Plaintiff under date of 5/1/29, for the amount now sued for. (f) The fertilizer received by me as above stated was shipped from New Orleans and I did not notice that any individual agent's name appeared thereon. At the office of Produce Market Service in Mobile, in March, I met and talked with Mr. C. E. Daul, who I was informed represented Swift & Company, in regard to fertilizer needs for ten acres of Potatoe crop.

4. (a) Yes, But I have made no payment to plaintiff, Swift & Company, for fertilizer furnished me in 1929 under agreement with the Produce Market Service. (b) No cash was paid by me for the fertilizer used by me in 1929 under agreement with the Produce Market Service of Mobile, as settlement was made with them by delivery of entire crop of potatoes raised on the ten acres.

STATE OF ALABAMA)
(ss.
COUNTY OF BALDWIN)

R. L. Rockwell

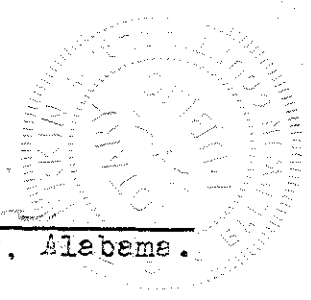
R. L. Rockwell being by me first duly sworn on oath says that he is the defendant in the action above entitled and that the above answers to the interrogatories propounded by Plaintiff are true.

R. L. Rockwell
R. L. ROCKWELL

Subscribed and sworn to before me this 15th day of October, 1931.

E. E. Beck

Notary Public, Baldwin County, Alabama.



day of October, 1931.

Subscribed and sworn to before me this 19th

day of the month.

and that the above answers to the interrogatories propounded by
on oath says that he is the defendant in the action above entitled

H. L. Rockwell being by me first duly sworn

COUNTY OF BALDWIN)
STATE OF ALABAMA) ss.

of potatoes raised on the ten acres.

Mobile, as settlement was made with them by delivery of entire crop
by me in 1930 under agreement with the Produce Market Service of
Market Service. (p) No cash was paid by me for the fertilizer used
for fertilizer furnished me in 1930 under agreement with the Produce
& (a) Yes, but I have made no payment to plaintiff, Swift & Company,
crop.

& Company, in regard to fertilizer needs for ten acres of potatoes
shipped with Mr. C. E. Dent, who I was informed represented Swift
Office of Produce Market Service in Mobile, in March, I met and
notice that said individual agent's name appeared thereon. At the
by me as above stated was shipped from New Orleans and I did not
2/1/31 for the amount now sued for. (1) The fertilizer received

I received shipping statement from the Plaintiff under date of
potatoes planted by me for Produce Market Service (e) Yes,
used such fertilizer in 1930 of the ten acres of
planted and see then how less than Plaintiff's crop. Yes, I
asked to be cash received of these potatoes after potatoes were

IN CIRCUIT COURT
AT LAW

SWIFT & Co. PLAINTIFF

VS.

R. L. ROCKWELL DEFENDANT

DEFENDANT'S ANSWERS

TO PLAINTIFF'S INTERROGATORIES

FILED ON OCTOBER 26

1931

J. M. Pearson
CLERK

EDWARD P. TOTTER
ATTORNEY FOR DEFENDANT -

Swift & Company

Fertilizer Works

New Orleans, La.

ORDER NOCO 4760

SHIP

4/18/29

ROUTE

FOR
ACCT
OF

R. L. ROCKWELL,
FAIRHOPE, ALA.

CAR

L & N 4145

TERMS

NOTE 6/15/29

FREIGHT

PREPAY

SHIP TO GOODS TRANSFERRED TO YOU FROM PRODUCE MARKER SERVICE INC.

CAF

NO. BAGS	SIZE BAGS	B R A N D	ANALYSIS	WEIGHT	PRICE PER TON	AMOUNT
160	100	SWIFTS RED STEER	12/494/6	16000	NET 47.90	383.20
		BLOCK NO. 8 CED				

CLAIMS: All claims of whatever nature must be made within ten (10) days after receipt of fertilizer, or they will not be recognized.

MAKE ALL REMITTANCES PAYABLE TO SWIFT & COMPANY.

STATE OF LOUISIANA, §
*
PARISH OF ORLEANS. §

Before me, Walter Kuthen Jr. a Notary Public in and
for said State and Parish, personally appeared Ray Smart
who is known to me and who being sworn says:

Affiant is the ~~assistant~~ assistant ~~manager~~ of Swift & Company, a Corpor-
ation, has personal knowledge of the facts herein stated and is duly
and legally authorized to make this affidavit.

Affiant further says that R. L. Rockwell is indebted to
the said Swift & Company in the sum of Three Hundred eighty-three
and 20/100 (\$383.20) dollars, for merchandise, goods and chattels
sold by Swift & Company to the said R. L. Rockwell, that the said
amount with interest thereon from to-wit; April 18th, 1929, is still
due and unpaid and that the statement of account hereto attached is
a true and correct statement of said indebtedness.

Ray Smart

Sworn to and subscribed before me this 10th day of
August, 1931.

Walter Kuthen Jr.
Notary Public Orleans Parish, Louisiana.

Planned at
last

Final August 1886/1887,
O. W. Williams
last

find to plaintiff and
the jury, excess plaintiff
deceases at \$518⁵⁷

For more
J. M. Hicks

SWIFT & COMPANY, a
Corporation,

Plaintiff,

vs

R. L. Rockwell,

Defendant.

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

No. _____

TO R. L. ROCKWELL, DEFENDANT:-

Demand is hereby made upon you that you produce at the trial of this cause all letters received by you from the plaintiff with reference to the account sued on and especially letters addressed to you by the plaintiff under dates May 14th; 1929, May 24th, 1929; and June 7th, 1929.

B. Y. McMillan
ATTORNEY FOR PLAINTIFF

Executed this the 9th
day of Sept 1931
by serving a copy
of the within
summons on R. B.
-Oswell

W. R. Stuart
Shrift

By J. P. Smith

Original
~~RECORDED~~

Swift & Co
OS
R. B. Russell

Received for return

Filed Aug 24th 1931
P. M. McInnis
Clerk

Fairhope

The State of Alabama, } CIRCUIT COURT, SPRING TERM, 19032
BALDWIN COUNTY. }

To any Sheriff of the State of Alabama:

You are hereby commanded to attach the body of C.E. DAUL and R.C. FARNELL

if to be found in your County, at the instance of the DEFENDANT
~~THEM~~
and bring ~~them~~ before the Honorable Judge of the Circuit Court of
Baldwin County, at the court house thereof on the 10th day of APRIL 19033
being a day of the next term of the Circuit Court to be held for said County, then and
there to testify and the truth to say in a certain case pending in said Circuit Court,
wherein SWIFT & COMPANY, a corporation Plaintiff
and R.L. ROCKWELL Defendant.

Herein fail not and have you then and there this Writ.

Witness my hand, this 16th day of February 19033

D.W. [Signature] Clerk.

62/7

ORIGINAL, alias

RECORDED

Attachment for Witnesses.

No. _____

SWIFT & CO., a corporation

vs.

R.L. ROCKWELL

Circuit Court, Baldwin County.

SPRING Term, 1903

Witnesses:

C.E. DAUL & R.C. FARNELL

Bail fixed at \$500 each
by J.W. Hunt, Judge

Attest J. W. Hunt
Clerk

Received 2-18-33
And Returned Without Action
By Order of *Atty*
W. H. HOLCOMBE, Jr., Sheriff,
By *Dr. J. Pryor* D. S.

The State of Alabama, Baldwin County

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting:

You are hereby commanded to summon R.L.Rockwell,

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
Swift & Company, a corporation

Witness this 24th day of August, 1931.

D. W. Robinson, 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

original
No. **RECORDED**

The State of Alabama
Baldwin County

CIRCUIT COURT

Swift & Company,
a Corporation
Plaintiff
vs.
R.L. Rockwell,
Defendant

Summons and Complaint

Filed this 24th day of
August, 1931.
B.F. Mc Millan
Clerk.

B.F. Mc Millan,
Plaintiff's Attorney.

Fair Loan

Received this _____ day
of _____, 19____
_____, Sheriff.

Executed this *24* day
of *Sept*, 19*31*, by
leaving a copy of the within Summons and Com-
plaint with
R.L. Rockwell Defendant.
W.R. Stuart
by J. H. Smith 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.

SWIFT & COMPANY, a
Corporation,

Plaintiff,

vs

R. L. ROCKWELL,

Defendant.

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

No. _____

1. Plaintiff claims of defendant Three Hundred eighty-three and 20/100 (\$383.20) dollars, due for merchandise, goods and chattels sold by plaintiff to the defendant with interest thereon which amount is still due and unpaid.

2. Plaintiff claims of defendant the further sum of Three hundred eighty-three and 20/100 (\$383.20) dollars, due by account on to-wit; January first, 1930, with interest thereon which amount is still due and unpaid.

3. Plaintiff claims of defendant the further sum of Three Hundred eighty-three and 20/100 (\$383.20) dollars, due by account stated between plaintiff and defendant on to-wit; June 7th, 1929, with interest thereon which amount is still due and unpaid.

B. Y. Vermillion Jr.
ATTORNEY FOR PLAINTIFF.

The account sued on is verified by affidavit filed with this complaint.

B. Y. Vermillion Jr.
ATTORNEY FOR PLAINTIFF

Defendant's address is Fairhope, Alabama.

No.

The State of Alabama

Baldwin County

CIRCUIT COURT

Swift & Company,

a Corporation

Plaintiff

vs.

R.L. Rockwell,

Defendant

Summons and Complaint

Filed this 24th day of

August, 1931.

Clerk.

B.F. Mc Millan,

Plaintiff's Attorney.

Received this day

of 19

Sheriff.

Executed this day

of Sept 31, 1931, by

leaving a copy of the within Summons and Complaint with

R.L. Rockwell

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.

Complaint

Filed Aug 24/93

WV

CIVIL WITNESS CERTIFICATE
ORIGINAL

The State of Alabama,
BALDWIN COUNTY.

No. 1626

CIRCUIT COURT,

Term, 1923

Ernest Miller
vs.
R L Rockwell

Charges the *dept* to attendance as a
Witness in *his* behalf, in said case, as follows:

To *one* Days' attendance, at \$1.50 per day, - - - - \$ *1 50*
To *7 6* Miles' travel to and from Court, at 5 cents per mile, - \$ *3 80*
Total, - - - - \$ *5 30*

Sworn to before me, this *10th* day of *Jan* 1923

Sub. No. *1000* Clerk Circuit Court.

134710 McQUIDDY PRINTING CO., NASHVILLE

CIVIL WITNESS CERTIFICATE
ORIGINAL

The State of Alabama,
BALDWIN COUNTY.

CIRCUIT COURT,

No. 1518

Charges the *dept* to attendance as a
Witness in *his* behalf, in said case, as follows:

To *one* Days' attendance, at \$1.50 per day, - - - - \$ *1 50*
To *7 6* Miles' travel to and from Court, at 5 cents per mile, - \$ *3 80*
Total, - - - - \$ *5 30*

Sworn to before me, this *13* day of *Jan* 1923

Clerk Circuit Court.

134710 McQUIDDY PRINTING CO., NASHVILLE

Ernest Miller.

Payment of \$4.80
on this certificate
accepted by me.

Ernest Miller

Ernest Miller

Payment of \$4.80
on this certificate
accepted by me.

Ernest Miller