

ATLAS FINANCE COMPANY

Plaintiff

VS

DR. D. K. COOPER

Defendant

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 5588

Comes now the Defendant in the above styled cause and amends his answer to the Plaintiff's complaint by adding the following counts.

2.

For further answer to the complaint, the Defendant says that he purchased the automobile sued for from F. L. Benson, agent of Benson and Benson Auto Sales, in Robertsedale, Baldwin County, Alabama, on the 15th day of December, 1962, that at that time he had no knowledge that Atlas Finance Company claimed a lien on this property and says further that Atlas Finance Company has not filed a copy of the instrument showing their claim in the Office of the Probate Judge of Baldwin County, Alabama, hence the Defendant is an innocent purchaser for value without notice.

3.

For further answer to the complaint, the Defendant says that he is an innocent purchaser for value without knowledge.

WILTERS, BRANTLEY & NESBIT

FILED

JUL 12 1963

ALICE I. DUCK, CLERK  
REGISTER

BY:

*Robert M. Brantley*  
Attorneys for Defendant

No. 5588

STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

ATLAS FINANCE COMPANY

Plaintiff

VS

DR. D. K. COOPER

Defendant

Amended ANSWER

Thompson and White  
Bay Minette, Alabama  
Attorneys for Plaintiff

Walters, Brantley & Nesbit  
Box 555  
Robertsdale, Alabama

Attorneys for Defendant

FILED

JUL 12 1968

ALICE J. DUCK, CLERK  
REGISTER

STATE OF ALABAMA

IN THE CIRCUIT COURT OF

Baldwin COUNTY

BALDWIN COUNTY

Before me, \_\_\_\_\_, a Notary Public in and for said County, personally appeared M. P. Coghlan, manager of Atlas Finance Co. who being by me duly sworn deposes and says that the property sued for in the complaint of \_\_\_\_\_  
Atlas Finance Co. filed in said Court, to-wit:  
Atlas Finance Co. v. Dr. D. K. Cooper

belongs to Atlas Finance Co., the plaintiff.

Sworn to and subscribed before me this 30

day of May, 1963

LeDain Thompson  
 Notary Public

STATE OF ALABAMA

IN THE CIRCUIT COURT OF

COUNTY

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, Atlas Finance Co.

\_\_\_\_\_, Principal, and  
 \_\_\_\_\_, Sureties, are held and  
 firmly bound unto Dr. D. K. Cooper, his heirs, executors and admin-  
 istrators in the sum of Fifty (\$50.00) Dollars,  
 for the payment of which we jointly and severally bind ourselves, our heirs, executors and adminis-  
 trators.

Sealed with our seals and dated the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

The condition of the above obligation is such that whereas, the above bound \_\_\_\_\_

Atlas Finance Co. has on the \_\_\_\_\_ day of

May, 1963 sued out a writ of detinue in the Circuit Court of Baldwin

County, returnable to the said Circuit Court against the said \_\_\_\_\_

Dr. D. K. Cooper (Chiropractor) for the recovery of the following  
 described property, to-wit:

1 - 1959 Lincoln, 4 Dr.-MK4, Motor No. H9YC426711 of a value of  
\$1105.00.

Now, if the said Atlas Finance Co. shall fail in said suit

and shall pay to the said Dr. D. K. Cooper, the defendant in  
 said suit, all such costs and damages as he may sustain by the wrongful complaint, then this obligation to  
 be void, otherwise, to remain in full force and effect.

Taken and approved this 30 day of May, 1963 M. P. Coghlan (SEAL)

United States Fire Insurance Co. (SEAL)

LeDain Thompson  
 Clerk, Circuit Court

By: LeMoyné Johnston (SEAL)  
 LeMoyné Johnston, Attorney in Fact

The State of Alabama,  
Baldwin County

CIRCUIT COURT

No. \_\_\_\_\_

19\_\_\_\_

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon Dr. D. K. Cooper

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 the same, then and there to answer the complaint of \_\_\_\_\_

Atlas Finance Co.

Witness my hand this 5 day of Nov 1964

Miss J. R. Ruck, Clerk

Amended COMPLAINT

ATLAS FINANCE CO.

DR. D. K. COOPER

Plaintiff

Versus

Defendant

The plaintiff claims of the defendant the following personal property, to-wit:

1 - 1959 Lincoln, 4 Dr., - MK4, Motor No. H9YC426711, of a value of \$1105.00

with the value of the hire or use thereof during the detention, to-wit:

from March 2 19 63, to \_\_\_\_\_ date \_\_\_\_\_ 19\_\_\_\_

C. L. Ruck Plaintiff's Attorney.

**State of Alabama**

Baldwin County

**CIRCUIT COURT**

ATLAS FINANCE CO.,

Plaintiff

VS.

DR. D. K. COOPER

Defendant

**Detinue Summons and Complaint**

Filed 11-5, 1964

Deice J. Smith, Clerk

Plaintiff's Attorney

Defendant's Attorney

To the Sheriff of said 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 Complaint into your possession unless the Defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant is cast in the suit he will within thirty days thereafter, deliver the property to the Plaintiff, and pay all damages and costs which may accrue from the detention thereof.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. Clerk

Defendant lives at

Robertsdale, Ala.

Received in office

\_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_, Sheriff

I have executed this summons

this \_\_\_\_\_, 19\_\_\_\_

by leaving a copy with

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, Sheriff

\_\_\_\_\_, Deputy Sheriff

The State of Alabama, }  
Baldwin County

CIRCUIT COURT

No. \_\_\_\_\_

19\_\_

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon Dr. D. K. Cooper

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 the same, then and there to answer the complaint of \_\_\_\_\_

Atlas Finance Co.

Witness my hand this 30 day of May 1963

Alice J. Duck Clerk

COMPLAINT

ATLAS FINANCE CO.

DR. D. K. COOPER

Plaintiff

Versus

Defendant

The plaintiff claims of the defendant the following personal property, to-wit:

1 - 1959 Lincoln, 4 Dr. -MK4, Motor No. H9YC426711

with the value of the hire or use thereof during the detention, to-wit:

from March 2 1963, to date 19\_\_

FILED

MAY 30 1963

ALICE J. DUCK, CLERK  
REGISTER

Thompson & White  
By Mary Thompson White Plaintiff's Attorney.

State of Alabama

Baldwin County

CIRCUIT COURT

Atlas Finance Co

Plaintiff

VS.

Dr. D. K. Cooper

Defendant

Detinue Summons and Complaint

Filed \_\_\_\_\_, 19\_\_\_\_

FILED

MAY 20 1963

ALICE J. DUCK, CLERK REGISTER

Plaintiff's Attorney

Defendant's Attorney

To the Sheriff of said 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 Complaint into your possession unless the Defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant is cast in the suit he will within thirty days thereafter, deliver the property to the Plaintiff, and pay all damages and costs which may accrue from the detention thereof.

Sheriff claims 50 miles at  
Ten Cents per mile Total \$ 5.00  
TAYLOR WILKINS, Sheriff  
BY DEPUTY SHERIFF

Alice J. Duck Clerk

June 3, 1963  
Executed By  
1. 1959 Lincoln 4100  
MK4, MOTOR, NO. H9YC436711  
Def. made bond 6/3/63  
By: Dr. D. K. Cooper, Claude  
S. Phillips, A. Walden

Taylor Wilkins  
By  
R. H. Allen

Defendant lives at

Received in office

May 30, 1963

, Sheriff

I have executed this summons

this June 3, 1963  
by leaving a copy with

Dr. D. K. Cooper

Taylor Wilkins, Sheriff  
Charles B. Allen, Deputy Sheriff

Printed by Moore Printing Co.

683

# The State of Alabama, {

## Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, Dr. D. K. CooperClaude G. Phillipsand A. L. Waldenare held and firmly bound unto Atlas Finance Co.in the sum of Two Thousand (\$2,000.00) - - - - - Dollars, for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and administrators.Sealed with our seals and dated this 4th day of June 19 63

The condition of the above obligation is such that whereas the said \_\_\_\_\_

Atlas Finance Co.did, on the 30 dayof May 1963 sue out of the Circuit Court of Baldwin County a writ of detinue directed to any Sheriff of said State and commanding him to take into his possession the following property, to-wit: \_\_\_\_\_1 - 1959 Lincoln, 4 dr. - MK4, Motor No. H9YC426711which said writ was placed in the hands of Taylor Wilkins,Sheriff of Baldwin County, Alabama, on the 30 day of May, 19 63,and executed by him on the 3rd day of June, 19 63, by taking into his possession the following property, to-wit: \_\_\_\_\_1 - 1959 Lincoln, 4 dr. - MK4, Motor No. H9YC426711And whereas the above bound Dr. E. K. Cooper,

Defendant in said suit, has, within five days from the execution of said writ, entered into and executed this bond as required by law and thereby obtained possession of said property seized under this writ.

Now if the said Dr. D. K. Cooper is cast in said suit and within thirty days after judgment deliver the property aforesaid to the Plaintiff and pay all costs and damages which may accrue from the detention thereof, then this obligation to be void, otherwise to remain in full force and effect.Dr. D. K. Cooper (SEAL)Claude G. Phillips (SEAL)A. L. Walden (SEAL)Taken and approved this 5 day of June 19 63Taylor Wilkins  
Sheriff, Baldwin County, Ala.



ATLAS FINANCE COMPANY

Plaintiff

VS

DR. D. K. COOPER

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 5588

Comes now the Defendant in the above styled cause and for answer  
to the Plaintiff's complaint says:

1.

The allegations of the complaint are untrue.

WILTERS, BRANTLEY & NESBIT

BY:

*Thos S. Nesbit*  
Attorneys for the Defendant

FILED

JUN 27 1968

ALICE I. DUCK, CLERK  
REGISTER

No. 5588

STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

ATLAS FINANCE COMPANY

Plaintiff

VS

DR. D. K. COOPER

Defendant

ANSWER

Thompson and White  
Bay Minette, Alabama  
Attorneys for the Plaintiff

Wilters, Brantley & Nesbit  
Box 555  
Robertsdale, Alabama

Attorneys for the Defendant

FILED

JUN 27 1963

ALICE J. DUCK, CLERK  
REGISTER

FILED  
JUL 9 1965  
JUL 1 1965  
CLERK  
RECEIVED

IN THE  
CIRCUIT COURT OF BALDWIN COUNTY,  
ALABAMA. AT LAW.  
NO. 5588  
November 5, 1964.

Q. Is the identification of the automobile the same? - - - Is it the same automobile described in both instruments?

A. Yes sir.

Q. Lincoln, 1959 MR 4 Fordor H9YC426711?

A. Yes sir.

Q. Is that mortgage signed by Doctor Cooper?

A. No sir.

Q. Is - - - Who is it signed by?

A. Ferrell Benson.

MR. THOMPSON: I offer in evidence chattel mortgage dated July 30, 1962, covering the automobile described in the complaint, of record in the office of the Probate Judge of Mobilê County, Alabama, in Mortgage Book 178 at page 370, date of recording being August 1, 1962.

THE COURT: When does it say it was filed for record?

MR. THOMPSON: It is dated July 30th. and filed for record on August 1.

Q. Now Mr. Morrow, did you have occasion - - - Did Atlas Finance Company, have occasion to attach that automobile in Baldwin County, Alabama?

A. Yes sir.

Q. They found it in the possession of Doctor D. K. Cooper?

A. Yes sir.

Q. Examine that mortgage - - - Do you have a knowledge of whether or not that mortgage has been paid?

A. Yes.

Q. Has it been paid?

A. No sir.

Q. All right - - - Looking at the year model of the automobile ,  
do you - - - First, do you have, or have you had any experience  
in the selling of automobiles?

A. Yes sir.

Q. And lending money on automobiles?

A. Yes.

Q. As a basis of that experience, do you know the reasonable  
market value of this automobile?

MR. BRANTLEY: We object, unless he qualifies him  
further. He might not have seen the automobile since it was  
sold.

THE COURT: Sustain the objection.

Q. Referring to the date of May 30 1963, Mr. Morrow, the date  
the suit was filed on this automobile, do you have a  
knowledge whereby you can testify as to the reasonable market  
value of a 1959 Lincoln, fordor sedan such as this  
automobile would be as an average automobile - - -

MR. BRANTLEY: We object to that; we are trying to  
determine the value of a specific automobile. I don't believe  
he can do that.

THE COURT: You ought to ask him as to his knowledge  
of this particular automobile, or his opinion.

MR. THOMPSON: May I ask him one other question on  
this?

THE COURT: Yes.

Q. Mr. Morrow, in lending money on automobiles does your Company  
have an average base value for the model of the automobile  
with the base raised or lowered according to the condition  
of the automobile?

A

A. Yes sir.

Q. Now on the bases of the average 1959 Lincoln automobile, are you able to state the reasonable ;market value of the average 1959, fordor lincoln, and then I will go further - -

THE COURT: - - - I don't believe that is the way to prove this thing, Mr. Thompson. I think that you are trying to prove the value of a specific automobile and that is what your question should be directed to. - - - What my car would be worth - - - This car might not be average; if he has knowledge of this automobile, let him tell about it.

Q. Have you seen the particular automobile that Doctor Cooper has possession of that is the subject of this suit?

A. Yes sir.

Q. In your opinion, having seen that automobile, can you testify as to the reasonable market value of that automobile at or about the time of May 30, 1963, at the time the suit was filed?

MR. BRANTLEY: Object; it is irrelevant at that time.

THE COURT: Overrule the objection.

MR. BRANTLEY: I withdraw the objection. Let me see if I understand the question to him clearly - - - If he saw it at one time and fixed a value at another - - -

THE COURT: He hasd to have a knowledge - if he saw it today and attempted to testify as to what it was worth in 1953, that is not relevant.

MR. THOMPSON: We have to prove the value as of May 30th?

THE COURT: That is right, and he would have had to see it at that time. I don't believe he could testify what it was worth then if he didn't see it.

Q. When the car was missing from Mobile did you make an investigation?

A. Yes sir.

Q. Did you find the car?

A. Yes sir.

Q. Was that automobile found at the time or prior to the time that the suit was filed?

A. It was prior to the time the suit was filed.

Q. Now renewing my question- - -

THE COURT: - - - Rephrase it.

Q. On the basis of having seen the car on or about May 30th. or shortly prior to that date, are you able to form an opinion as to the reasonable market value of the automobile as of that date?

MR. BRANTLEY: Object unless he puts a time in there.

THE COURT: He may have saved it when he says, if he was able to form an opinion as of that date. I overrule the objection.

MR. BRANTLEY: We except.

A. At the time I saw the car?

Q Yes.

THE COURT: When was it that you saw the automobile?

WITNESS: I don't know the exact date.

THE COURT: With relation to May 30th. was it a month or two months before?

A. Two or three weeks before May 30th.

THE COURT: I may be wrong, but I am going to let him go ahead and answer the question.

Q. In your opinion, what was the reasonable market value of that automobile?

A. Between \$1150.00 and \$1200.00.

Q. Now Mr. Morrow, do you have a knowledge of the reasonable value of the hire or use of the car during the detention thereof from May 30th. 1962 until now?

A. Probably depreciated - - -

MR. BRANTLEY: We object.

MR. THOMPSON: Just the value of the hire or detention?

A. You mean what I think it is worth now?

Q. No sir; the value - - - Do you have an opinion as to the value of the hire or use of the car for hire or the detention of the car by Doctor Cooper from May 30, 1963 until today?

A. No sir I don't.

ON CROSS EXAMINATION OF THIS WITNESS, HE TESTIFIED:

Examination by Mr. Brantley.

Q. Mr. Morrow, did you get in this car and drive it when you saw it over here?

A. No sir.

Q. Did you examine it in any way?

A. Yes sir, I looked at it. (page 6)



Q. What did you do, specifically?

A. Well, the car was parked behind - I assume it was Doctor Cooper's office, and Mr. Phillips pointed it out - that was the Lincoln, and I walked over and looked at it.

Q. What did you do, just walked over and looked at it?

A. Yes sir.

> Q. Did you get in it and drive it?

> A. No sir.

Q. Do you deal with automobiles quite often?

A. Yes sir.

Q. Determine the value of them?

A. Yes sir.

Q. Do you ever fix the value of an automobile that you are going to finance without cranking it to see if it would run?

A. Yes sir.

> Q. Would this car be worth \$1150.00 to \$1200.00 if it would not start at the time you looked at it?

> A. No sir.

> Q. If the transmission was shot?

> A. No sir.

Q. You don't know whether it was shot or not?

A. No sir.

> Q. You don't know whether the motor was still in it?

> A. No sir.

> Q. You don't know what it was worth?

> A. Judging from the outward appearance, that is what it was worth.

Q. Let me ask you this: This note which we just saw here, was that ever recorded by your company in Baldwin County?

A. No sir.

Q. It has not been recorded until now, has it?

A. No sir.

ON RE-DIRECT EXAMINATION OF THIS WITNESS, HE TESTIFIED:

Examination by Mr. Thompson.

Q. Did you know Mr. F. L. or Ferrell Benson?

A. Yes sir.

Q. Did you know where he lived?

A. Yes sir.

Q/ State to the Court about where he lived, if you know?

A. Drift Wood Acres, a subdivision out of Mobile - Primville Lane.

Q. What County?

A. Mobile.

Q. How did you happen to know where he lived?

A. I live two houses from him; two houses down.

ON RE-CROSS EXAMINATION OF THIS WITNESS, HE TESTIFIED:

Examination by Mr. Brantley.

Q. You all financed several cars that Mr. Benson handled?

A. Yes sir; we sold him a lot of them.

Q. Was this a sale to Mr. Benson or did you finance the car?

A. It was just a loan on the car; that was his personal car.

Q. He owned the car and you all loaned him money on it?

A. Yes sir.

ON RE-RE-DIRECT EXAMINATION OF THIS WITNESS, HE TESTIFIED:

Examination by Mr. Thompson.

Q. You saw him parking the car around your property - around his property, living there close to you?

A. Yes sir.

THE PLAINTIFF REST:

DOCTOR D. K. COOPER, BEING FIRST DULY SWORN, TESTIFIED AS FOLLOWS

Examination by Mr. Brantley.

Q. You are Doctor D. K. Cooper?

a. Yes sir.

Q. Doctor Cooper, where do you live?

A. Robertsdale, Alabama.

Q. Are you familiar with the car that we have the law suit over today?

A. Quite.

Q. Who did you buy that automobile from, Doctor Cooper?

A. Mr. F. L. Benson of Mobile, Alabama.

Q. Where did you buy the car?

A. I bought it at the Farm Bureau Insurance Agency in Robertsdale, Alabama.

Q. Did you ever go to Mobile in connection with the purchase of this car?

A. No sir.

Q. Is this the bill of sale that he gave you on this car, or a copy of it?

A. Yes sir; I signed it;.

Q. Examine this check and tell me what that was paid for?

A. This was part down payment to Mr. Benson on this particular car; same date as on the other.

MR. BRANTLEY: I offer this bill of sale as Defendant's Exhibit 1 - Used car order - -

And I offer the check signed by Dr. D. K. Cooper to F. L. Benson, as Defendant's Exhibit 2.

Q. Doctor Cooper, did you have any knowledge of Atlas  
(page 9)

Finance Company's claim to this automobile before you bought it, or at the time you bought it?

A. None whatsoever.

Q. When was the first time you knew anything about them claiming any title to this automobile?

A. The date has escaped me, but it was when Mr. Carlisle Chidlress came and asked to pick my automobile up.

Q. Is that the time you were sued for your car?

A. I beg your pardon.

Q. Is that the time you were sued?

A. I assume that is the same time, because I immediately contacted you folk.

Q. Did he bring you some papers and tell you that unless you signed a bond he would have to take your car?

A. No.

Q. He didn't do that?

A. No sir.

ON CROSS EXAMINATION OF THIS WITNESS, HE TESTIFIED:

Examination by Mr. Thompson.

Q. Did he ever bring any papers down to you and a bond?

A. No.

Q. He never did?

A. No sir.

Q. Now, Doctor Copper let me show you the original tag receipt out of the Probate Court. Will you look at that?

A. Yes sir.

Q. You notice that receipt is made out to you?

A. That is right.

Q. Will you read into the record the tag number on the car at that time?

A. 2-45211.

Q. You bought a tag on December 17th. according to that receipt?

A. Yes sir.

Q. And would you read that number into the record?

A. 63 tag 5-165 - - -

Q. That was on December 17, 1962?

A. Yes sir.

Q. It has 1962- - -

Mr. Thompson: That is the original Probate record, is the reason I did not offer it in record.

Q. You stated on direct examination that you purchased your car from Mr. F. L. Benson, of Mobile?

A. That is correct.

Q. You went to Mobile to see him on an occasion after that about the automobile, didn't you, Doctor?

A. Yes I did.

ON RE-DIRECT EXAMINATION OF THIS WITNESS, HE TESTIFIED:

Examination by Mr. Brantley.

Q. When did you go to see him, Doctor?

A. After we were notified that we were being sued by Atlas Finance Company.

MR. CLAUDE G. PHILLIPS, BEING FIRST DULY SWORN, TESTIFIED:

Examination by Mr. Brantley.

Q. What is your name, please?

A. Claude G. Phillips.

Q. What business are you in?

A. Used car.

Q. Robertsdale, Alabama.

A. Yes sir.

Q. Are you familiar with the sale of an automobile to Doctor Cooper?

A. All I know is I know~~d~~ when the deal was made.

Q. Does that have to do with the automobile that we have this Law suit over today?

A. Yes sir.

Q. Do you know who sold it to him?

A. F. L. Benson.

Q. How do you know that?

A. He brought the car over to my lot and I introduced him to Doctor Cooper

Q. Did he tell him - - - Did he sell him the car that day?

A. I am not where whether it was that day or another day.

Q. Was the transaction closed in your car lot?

A. No sir.

Q. Was the car left in your lot?

A. I don't believe it was; I'm not sure, but I don't believe it was ever left over night at my lot.

Q. Did you see any money exchanged between the two?

A. They took it and went to the Farm Bureau office.

Q. You don't know whether it took place there or not, of your own knowledge?

A. No.

Q. What Mr. Benson was that, do you know?

A. F. L. Benson.

Q. Have you done business with F. L. Benson before?

A. Yes sir.

Q. What trade name did he use?

A. He just signed the bill of sale F. L. Benson.

Q. Is he in business with Anybody else?

A. He said he and his brother were in business together.

MR. THOMPSON: I object to what he said.

THE COURT: Sustain the objection.

THE COURT: Let me ask you <sup>an</sup> o~~ne~~ thing:

Q. Did the car ever stay at your place any length of time  
or was it consummated there within a few days?

WITNESS: He came over there in the car several times; I bought  
a lot of cars from him.

THE COURT: Did he leave it with you to sell?

WITNESS: He asked me to let him bring it over.

THE COURT: Did it stay at your place any length of time? --  
Any length of time before it was sold, or did he come from Mobile  
and show it to Doctor Cooper and later on consummate the  
deal?

WITNESS: I don't believe the car ever stayed at my lot; I'm  
not sure, but I don't believe it did.

THE DEFENDANT REST

THE COMPLAINANT REST.

---

C E R T I F I C A T E:

I hereby certify that the foregoing, consisting of pages 1 to 13, both inclusive, correctly sets forth a true and correct transcript of the testimony in the above styled cause as taken in open Court.

This the 7th day of January, 1964.

Louise Deschamps  
Court Reporter