

This is to certify that this is a true and correct copy of charges and credits as shown by our books and the balance shown on this statement remains unpaid as of the date of this statement.

Mrs. Lorraine Heard
MRS. LORRAINE HEARD
CREDIT MANAGER

Subscribed and sworn to before me, a Notary Public this 27th day of July, 1965

J. Bailey
Notary Public

My commission expires
4-12-66

STATEMENT

Page 2

Terms _____

July 27, 196 5

From The J. F. Sample Company

To Mrs. Mary K. McKenzie

EL DORADO PTG. CO.

12-19	61	3 Suit sets	19.54	
"	"	Six panties	12.63	
"	"	Shirt and Pants	13.32	289.12
12-21	"	Cuff Links	5.65	294.77
12-22	"	Jacket	16.43	
"	"	Doll and Teaset	13.90	325.10
12-26	"	Perfume and Hose	12.33	337.43
12-27	"	Shoes and bag	20.25	
"	"	Ear Clips	3.39	
"	"	Dress	41.15	402.22
"	"	Payment	22.50	379.72
12-28	"	Alteration on dress	1.00	380.72
12-29	"	Tieset and tie	12.05	392.77
Feb.	62	Payment	49.65	343.12
"	63	Payment	5.00	338.12
Mar.	63	Payment	20.00	318.12
Revolving acct, interest added			Mo. 76.72	\$394.84

SEE VERIFICATION AND NOTARIZATION
REVERSE SIDE.

STATEMENT

Terms

July 27, 196 5

From The J. F. Sample Company

El Dorado, Arkansas

To Mrs. Mary K. McKenzie

Gulf Shores, Alabama

EL DORADO RTG. CO.

10-17	61	Jewelry and tax	2.26	
"	"	" Two pair hose add tax	2.37	
"	"	" Gift set, hand cream & Tx.	8.19	12.82
10-18	"	" Socks, shirts, P.J. & Pants	18.50	31.32
10-23	"	" Blouse & Slim Jeans	14.40	
"	"	" Uniform, gown & Pegnoir	26.71	72.43
"	"	" Shoes	4.11	76.54
11-6	"	" Uniform	11.28	
"	"	" Blouse	5.15	
"	"	" Lotion & Satura	5.09	
"	"	" Hose and tax	5.15	103.21
"	"	" Payment	7.50	95.71
11-10	"	" Dress	37.03	132.74
11-27	"	" Uniform, bra & girdle	33.89	166.63
12-8	"	" Bra (Credit)	6.13	160.50
12-16	"	" Gown, briefs	10.30	
"	"	" socks and hankies	4.12	174.92
12-18	"	" Bra and P.J.	17.46	
"	"	" 2 Pr. hose	2.37	
"	"	" Sport Coat & 7 tie sets	48.88	243.63

MRS. RUBY HAYLES

Plaintiff

vs

BOB WHITE CHEVROLET, INC., a
corporation

Defendant

X

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 6631


-1-

The plaintiff claims of the defendant Two Thousand Five Hundred (\$2,500.00) Dollars damages for the breach of warranty in the sale of a 1961 Pontiac Catalina, 4 Dr. by the said defendant to the said plaintiff on to-wit, May 10, 1965, which the defendant warranted that the said vehicle had been inspected, road tested and reconditioned as necessary to be in serviceable condition at the time of the sale. When in fact the said automobile was not in serviceable condition in that the said motor was worn and the radiator on said automobile was stopped up and clogged up and in such condition that the motor ran hot before said plaintiff could get the said automobile home and that to place same in serviceable condition, said defendant was required to repair the said radiator and replace the said motor, all to the damage of your plaintiff.

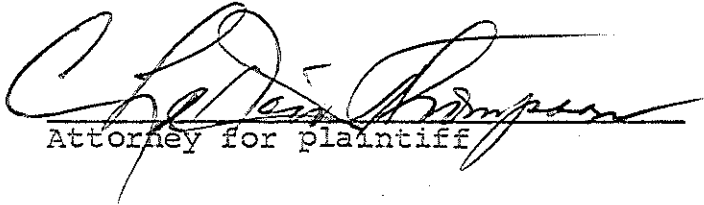
-2-

Plaintiff claims of the defendant Three Thousand Dollars (\$3,000.00) damages for deceit in the sale of a 1961 Pontiac Catalina, 4 Door in representing to the plaintiff that the automobile had been inspected, road tested and reconditioned as necessary to be in serviceable condition at the time of the sale. Whereas, the said defendant at the time of the sale knew that the said automobile had not been reconditioned and was not in the condition represented to the said plaintiff.

The plaintiff claims of the defendant the following personal property to-wit: Five Hundred Sixty-five (\$565.00) Dollars in money with the value of the hire or use thereof during the detention from May 10, 1965.


Attorney for plaintiff

Plaintiff demands trial by jury.


Attorney for plaintiff

FILED
AUG 5 1965
ALICE A. DICK, CLERK
REGISTERED

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama,

Baldwin County.

Circuit Court, Baldwin County

No. 6631

----- TERM, 19-----

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Bob White Chevrolet, Inc., a
corporation

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in
the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against Bob White Chevrolet,
Inc., a corporation
-----, Defendant-----

by Mrs. Ruby Hayles

-----, Plaintiff-----

Witness my hand this 5th day of August 1965

Alice J. Duck-----, Clerk

62-8-6-65

No. 6631

Page _____

The State of Alabama

Baldwin County

CIRCUIT COURT

Mrs. Ruby Hayles

Plaintiffs

vs.

Bob White Chevrolet
Inc. a Corp.

Defendants

Summons and Complaint

FILED

Filed _____ 19 _____

AUG 5 1965

ALICE L. DUCK, CLERK
REGISTER

Clerk

C. Lenoir Thompson
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at _____

Received In Office

Aug. 5 1965

_____, Sheriff

I have executed this summons

this Aug. 6 1965
by leaving a copy with

Bob White
Owner of Bob White
Chevrolet

Loyles Wilkins Sheriff
W. O. Garner Deputy Sheriff

O. M.

MRS. RUBY HAYLES,)	
	)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.	)	BALDWIN COUNTY, ALABAMA
BOB WHITE CHEVROLET, INC.)	
A Corporation.	)	LAW SIDE. NO. 6631.

ANSWER:

Comes the Defendant in the above styled cause and for answer to the complaint heretofore filed, and to each Count thereof, separately and severally, says as follows:

1. Not guilty.

OWENS AND PATTON

By:

J. P. Owens, Jr.
Attorneys for Defendant.

I, the undersigned, one of the attorneys of record for the Defendant in the foregoing cause, do hereby certify that I have served a copy of the foregoing answer on C. LeNoir Thompson, the attorney of record for the Plaintiff, by personally delivering to him a copy of the same this 11th day of September, 1967.

J. P. Owens, Jr.

Filed 9-11-67
Alice J. Luck
Clerk

MRS. RUBY HAYLES,	)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.	)	BALDWIN COUNTY, ALABAMA
BOB WHITE CHEVROLET, INC.,)	
A Corporation,	)	LAW SIDE. NO. 6631
Defendant.)	

ORDER:

This cause coming on to be heard on the demurrer filed by the Defendant to the complaint as last amended and to each count thereof, both separately and severally, and the Court having considered the same, is of the opinion that the demurrer is not well taken, it is, therefore,

ORDERED, ADJUDGED AND DECREED by the Court that said demurrer is hereby overruled.

DONE this 16th day of February, 1967.

Joseph J. Madaleno
Circuit Judge.

MRS. RUBY HAYLES,)	
	)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.	)	BALDWIN COUNTY, ALABAMA
BOB WHITE CHEVROLET, INC.,)	
a corporation,	)	LAW SIDE. NO. 6631.
Defendant.)	

ORDER:

This cause coming on to be heard on the demurrer filed by the Defendant to the complaint and to each count thereof, both separately and severally, and the Court having considered the same, is of the opinion that the demurrer is well taken, it is, therefore,

ORDERED, ADJUDGED AND DECREED by the Court that said demurrer is hereby sustained.

DONE this 21st day of April, 1966.

Joseph J. Maskebury
Circuit Judge.

MRS. RUBY HAYLES,)	
	)	IN THE CIRCUIT COURT OF
Plaintiff,)	
	)	BALDWIN COUNTY, ALABAMA
vs.)	
BOB WHITE CHEVROLET, INC.,)	
A Corporation,	)	LAW SIDE. NO. 6631.
)	
Defendant.)	

DEMURRER:

Now comes the Defendant in the above styled cause and files this demurrer to the complaint and to each count therein and assigns the following as grounds therefor, both separately and severally to each count thereof:

1. The complaint fails to state in sufficient particularity the substance of the warranty allegedly breached by the defendant.

2. The complaint fails to state in sufficient particularity the substance of the damage allegedly suffered by the plaintiff.

3. The complaint fails to state whether the alleged warranty was written or parol.

4. The complaint fails to state that he relied on defendant's alleged warranty in purchasing said automobile.

5. The complaint fails to state with sufficient clarity whether the alleged warranty was an express and implied warranty.

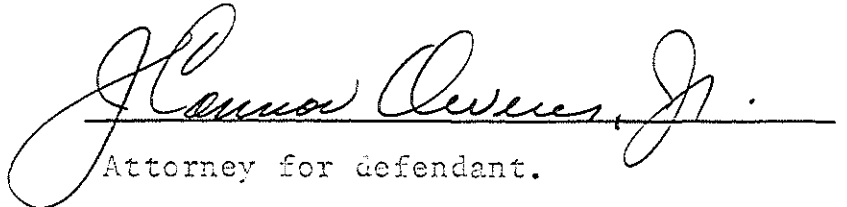
6. The complaint fails to state whether the alleged deceit of the defendant was a material factor in inducing the plaintiff to purchase said automobile.

7. That said complaint is vague and indefinite.

8. That said complaint fails to state a cause of action in that the complaint does not allege the contract between the Plaintiff and the defendant has not been rescinded and therefore, there is no basis for plaintiff's claim for a breach of warranty.

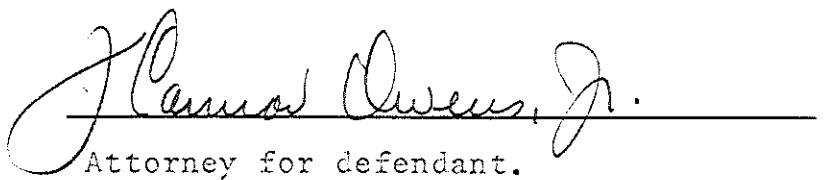
9. That said complaint fails to state that notice was given to the defendant of the alleged breach of the alleged warranty within a reasonable time.

10. That said complaint fails to state a cause of action in that there is no implied warranty of quality or condition of a used automobile and the rule of caveat emptor applies.


Attorney for defendant.

I, J. Connor Owens, Jr., Attorney for the Defendant in the foregoing cause, do hereby certify that I have on the 30th day of August, 1965, served a copy of the foregoing demurrer to C. LeNoir Thompson, Attorney for the Plaintiff, by mailing a copy of the same to him, postage prepaid, at his office in Bay Minette, Alabama.

Done this 30th day of August, 1965.


Attorney for defendant.

FILED

AUG 30 1965

ALBANY, N.Y. CLERK
REGISTER

AMENDED COMPLAINT

MRS. RUBY HAYLES	X		
Plaintiff	X	IN THE CIRCUIT COURT OF	
vs	X	BALDWIN COUNTY, ALABAMA	
BOB WHITE CHEVROLET, INC., a corporation	X	AT LAW	NO. <u>6831</u>
Defendant	X		
	X		

Comes your plaintiff and amends her complaint heretofore
filed in said cause to read as follows:

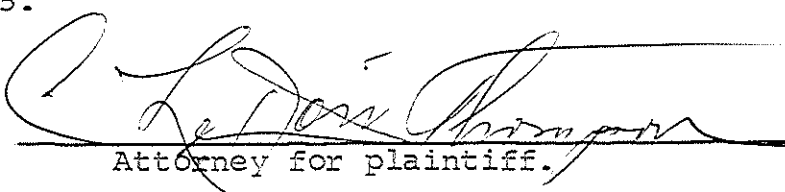
-1-

The plaintiff claims of the defendant Two Thousand Five
Hundred (\$2,500.00) Dollars damages for the breach of warranty
in the sale of a 1961 Pontiac Catalina, 4 Dr. by the said
defendant to the said plaintiff on to-wit, May 10, 1965,
which the defendant warranted in writing, copy attached and made
a part hereof as Exhibit "A", that the said vehicle had been
inspected, road tested and reconditioned as necessary to be
in serviceable condition at the time of the sale and your
plaintiff relied upon said allegations. When in fact the said
automobile was not in serviceable condition in that the said
motor was worn and the radiator on said automobile was stopped
up and clogged up and in such condition that the motor ran hot
before said plaintiff could get the said automobile home and that
to place same in serviceable condition, said defendant was required
to repair the said radiator and replace the said motor, all to the
damage of your plaintiff.

-2-

Plaintiff claims of the defendant Three Thousand (\$3,000.00)
Dollars damages for deceit in the sale of a 1961 Pontiac Catalina,
4 Door in representing to the plaintiff in writing, copy attached
and made a part hereof as Exhibit "A", that the automobile had been
inspected, road tested and reconditioned as necessary to be in
serviceable condition at the time of the sale and your plaintiff
relied upon said allegations. Whereas, the said defendant at the
time of the sale knew that the said automobile had not been re-
conditioned and was not in the condition represented to the
said plaintiff.

The plaintiff claims of the defendant the following personal property to-wit: Five Hundred Sixty-five (\$565.00) Dollars in money with the value of the hire or use thereof during the detention from May 10, 1965.


Attorney for plaintiff.

FILED

MAY 2 1966

ALICE J. BUCK, CLERK
REGISTER

QUALITY USED CAR DEALER WARRANTY

No. _____

This Warranty is hereby signed by the undersigned (herein called the "Dealer") in favor of

Name Ruby Lee Taylor Address Rt 1, Box 229
City Prichard State Alabama

(herein called the "Purchaser") in connection with the purchase from the Dealer of the motor vehicle described as follows, such vehicle being herein called the "Vehicle":

Year 1961 Make Pontiac Type Catalina four door
Motor No. _____ Serial No. 361D10724 Stock No. 5248B

1. Subject to the provisions and conditions hereinafter set forth, the Dealer warrants that the Vehicle has been inspected, road-tested and reconditioned as necessary to be in serviceable condition at the time of sale, and, in the event of mechanical failure of the Vehicle, the Dealer agrees as follows:

(a) For a period of 30 days beginning 10 May, 1965, the Dealer will pay 50% of the parts and labor repair bills, with the exceptions noted below, necessary to keep the Vehicle in serviceable condition under normal use, provided that the repairs are taken care of in the Dealer's shop at the Dealer's regular retail price, that the remaining 50% is paid in cash by the Purchaser, and that such repairs do not qualify for adjustment under any new vehicle warranty applicable to the Vehicle.

Expressly excluded from the above are tires and tubes, glass, radio, air conditioning; any damage resulting from collision, accident, abuse or misuse. Nevertheless, the Dealer will furnish replacement tires, tubes and/or labor during the 30-day period specified above at a discount of 25% from the Dealer's regular prices if the remaining cost is paid in cash by the Purchaser.

(b) For a period of two years following the expiration of the 30-day period specified in (a) above, the Dealer will pay 15% of the parts and labor repair bills necessary to keep the Vehicle in serviceable condition under normal use, provided that the repairs are made in the Dealer's own shop at the Dealer's regular retail price and that the remaining 85% is paid in cash by the Purchaser.

2. This Warranty and the Dealer's undertakings hereunder shall not apply if the Vehicle is used as a for-hire vehicle.

3. This Warranty is issued by the Dealer only and not by the manufacturer of the Vehicle.

4. This Warranty is expressly in lieu of any other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and any other obligations or liabilities on the Dealer's part, and Dealer neither assumes nor authorizes any other person to assume for it any other liability in connection with the sale of the Vehicle.

5. This Warranty must be available with the Vehicle at the time of payment for any repairs or adjustments, and it is not transferable or assignable.

6. This Warranty is not valid unless signed by the Dealer's authorized department head and by the Purchaser, who is to retain a copy.

In witness whereof we have attached our signatures this

10 day of May, 1965

Bob White Chevrolet Inc.
City Prichard State Alabama

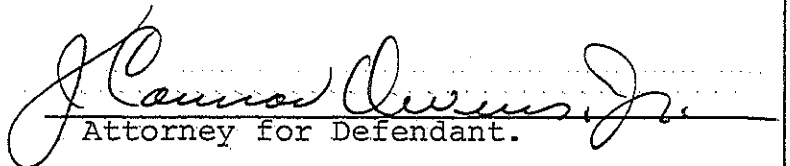
By Robert Russell
(DEPARTMENT HEAD)
Ruby Lee Taylor
(PURCHASER)

MRS. RUBY HAYLES,)
Plaintiff,) IN THE CIRCUIT COURT OF
vs.) BALDWIN COUNTY, ALABAMA
BOB WHITE CHEVROLET, INC.,)
a Corporation,) LAW SIDE. NO. 6631.
Defendant.)

DEMURRER:

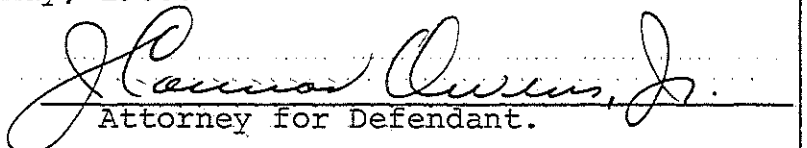
Now comes the Defendant and demurs to the Amended Complaint filed in this cause and as grounds therefor, assigns the following both separately and severally, to each Count thereof:

1. Said Count 1 does not state a cause of action.
2. Said Count 1 affirmatively shows that Defendant complied with terms of warranty.
3. Said Count 1 does not allege that Defendant was notified of said alleged defects in said automobile.
4. Said Count 1 does not allege that Defendant failed to perform its duties under said warranty.
5. Said Count 1 does not allege that the Defendant refused to perform its duties under said warranty.
6. Said Count 2 does not state a cause of action.
7. Said Count 2 is based upon an express warranty and that remedy thus provided is exclusive.
8. That said Count 3 does not state a cause of action.


Attorney for Defendant.

I, the undersigned Attorney for the Defendant in the above styled cause, do hereby certify that I have this day forwarded a copy of the foregoing demurrer to C. LeNorr Thompson, the attorney for the Plaintiff, properly addressed, with postage prepaid.

This 10th day of May, 1966.


Attorney for Defendant.

FILED

MAY 10 1966
ALBANY, N.Y.

MRS. RUBY HAYLES,)	
Plaintiff,	)	IN THE CIRCUIT COURT OF
vs.	)	BALDWIN COUNTY, ALABAMA
BOB WHITE CHEVROLET, INC.,)	
a corporation,	)	LAW SIDE. NO. 6631.
Defendant.)	

ORDER:

This cause coming on to be heard on the demurrer filed by the Defendant to the amended complaint and to each count thereof, both separately and severally, and the Court having considered the same, is of the opinion that the demurrer is well taken, it is, therefore,

ORDERED, ADJUDGED AND DECREED by the Court that said demurrer is hereby sustained.

DONE this 19th day of May, 1966.

James G. Maslowski
Circuit Judge.

AMENDED COMPLAINT

MRS. RUBY HAYLES

X

Plaintiff

X

IN THE CIRCUIT COURT OF

vs

BALDWIN COUNTY, ALABAMA

BOB WHITE CHEVROLET, INC., a
corporation

X

AT LAW

NO. 6631

X

Defendant

X

Comes your plaintiff and amends her complaint as last
amended in said cause to read as follows:

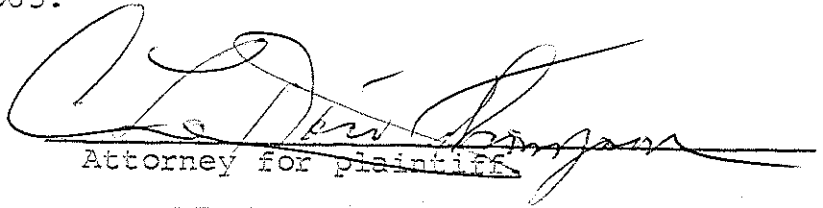
-1-

The plaintiff claims of the defendant Two Thousand Five
Hundred (\$2,500.00) Dollars damages for the breach of warranty
in the sale of a 1961 Pontiac Catalina, 4 Dr. by the said
defendant to the said plaintiff on to-wit, May 10, 1965, which
the defendant warranted in writing, copy attached and made a
part hereof as Exhibit "A", that the said vehicle had been
inspected, road tested and reconditioned as necessary to be
in serviceable condition, at the time of the sale and your
plaintiff relied upon said allegations. When in fact the said
automobile was not in serviceable condition in that the said
motor was worn and the radiator on said automobile was stopped
up and clogged up, and in such condition that the motor ran hot
before said plaintiff could get the said automobile home and,
said automobile motor was damaged beyond repair, and said
automobile was unusable, all to the damage of your plaintiff.

-2-

Plaintiff claims of the defendant Three Thousand (\$3,000.00)
Dollars damages for deceit in the sale of a 1961 Pontiac Catalina,
4 Door in representing to the plaintiff in writing, copy attached
and made a part hereof as Exhibit "A", that the automobile had been
inspected, road tested and reconditioned as necessary to be in
serviceable condition at the time of the sale and your plaintiff
relied upon said allegations. Whereas, the said defendant at the
time of the sale knew that the said automobile had not been re-
conditioned and was not in the condition said paper writing repre-
sented to the said plaintiff.

The plaintiff claims of the defendant the following personal property to-wit: Five Hundred Sixty-five (\$565.00) Dollars in money with the value of the hire or use thereof during the detention from May 10, 1965.


Attorney for plaintiff

FILED
JUN 1 1966
ALICE I. DUNN, CLERK
REGISTER

QUALITY USED CAR DEALER WARRANTY

No. _____

This Warranty is hereby signed by the undersigned (herein called the "Dealer") in favor of

Name Ruby Lee Taylor Address Rt 1 Box 229
City Piedmont State Alabama

(herein called the "Purchaser") in connection with the purchase from the Dealer of the motor vehicle described as follows, such vehicle being herein called the "Vehicle":

Year 1961 Make Pontiac Type Catalina four
Motor No. _____ Serial No. 361D10724 Stock No. 56483

1. Subject to the provisions and conditions hereinafter set forth, the Dealer warrants that the Vehicle has been inspected, road-tested and reconditioned as necessary to be in serviceable condition at the time of sale, and, in the event of mechanical failure of the Vehicle, the Dealer agrees as follows:

(a) For a period of 30 days beginning 10 May, 1965, the Dealer will pay 50% of the parts and labor repair bills, with the exceptions noted below, necessary to keep the Vehicle in serviceable condition under normal use, provided that the repairs are taken care of in the Dealer's shop at the Dealer's regular retail price, that the remaining 50% is paid in cash by the Purchaser, and that such repairs do not qualify for adjustment under any new vehicle warranty applicable to the Vehicle.

Expressly excluded from the above are tires and tubes, glass, radio, air conditioning; any damage resulting from collision, accident, abuse or misuse. Nevertheless, the Dealer will furnish replacement tires, tubes and/or labor during the 30-day period specified above at a discount of 25% from the Dealer's regular prices if the remaining cost is paid in cash by the Purchaser.

(b) For a period of two years following the expiration of the 30-day period specified in (a) above, the Dealer will pay 15% of the parts and labor repair bills necessary to keep the Vehicle in serviceable condition under normal use, provided that the repairs are made in the Dealer's own shop at the Dealer's regular retail price and that the remaining 85% is paid in cash by the Purchaser.

2. This Warranty and the Dealer's undertakings hereunder shall not apply if the Vehicle is used as a for-hire vehicle.

3. This Warranty is issued by the Dealer only and not by the manufacturer of the Vehicle.

4. This Warranty is expressly in lieu of any other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and any other obligations or liabilities on the Dealer's part, and Dealer neither assumes nor authorizes any other person to assume for it any other liability in connection with the sale of the Vehicle.

5. This Warranty must be available with the Vehicle at the time of payment for any repairs or adjustments, and it is not transferable or assignable.

6. This Warranty is not valid unless signed by the Dealer's authorized department head and by the Purchaser, who is to retain a copy.

In witness whereof we have attached our signatures this 19 day of May, 1965
Bob White Graham Robert Robert
City Bay Minn State Alabama Ruby L. Taylor
DEALER'S NAME DEPARTMENT HEAD PURCHASER

MRS. RUBY HAYLES,)	
Plaintiff,	)	IN THE CIRCUIT COURT OF
vs.	)	BALDWIN COUNTY, ALABAMA
BOB WHITE CHEVROLET, INC.,)	
a corporation,	)	LAW SIDE. NO. 6631.
Defendant.)	

ORDER:

This cause coming on to be heard on the demurrer filed by the Defendant to the complaint as last amended and to each Count thereof, both separately and severally, and the Court having considered the same, is of the opinion that the demurrer is well taken, it is, therefore,

ORDERED, ADJUDGED AND DECREED by the Court that said demurrer is hereby sustained.

DONE this 20th day of October, 1966.

Debra J. Maslow
Circuit Judge.

MRS. RUBY HAYLES,)
 Plaintiff,) IN THE CIRCUIT COURT OF
 vs.)
 BOB WHITE CHEVROLET, INC.,) BALDWIN COUNTY, ALABAMA
 a corporation,)
 Defendant.) LAW SIDE. NO. 6631.
)

DEMURRER TO AMENDED COMPLAINT

Now comes the Defendant, by his Attorney, and demurs to the amended complaint and to each count thereof, in this cause and as grounds therefor, assigns the following, both separately and severally:

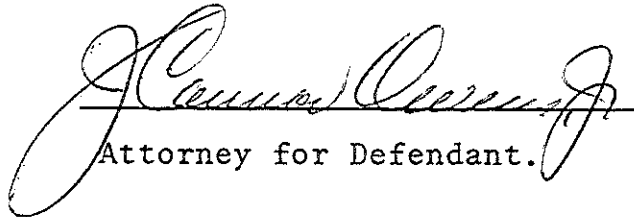
1. Said Count I does not state a cause of action.
2. Said allegation in Count I that said automobile was "unusable" is vague and indefinite.
3. That it affirmatively appears that said Count is based upon an express warranty and said Count does not allege a breach of said warranty.
4. That it affirmatively appears from said express warranty that Defendant's obligations were limited as set forth in paragraphs 1 (a) and 1 (b) and Plaintiff does not allege the breach of said covenants.
5. Said Count I does not allege that the Defendant presented said automobile for repairs under said warranty and that the Defendant failed or refused to perform the same.
6. Said Count II does not state a cause of action.
7. Said Count II fails to allege that said automobile had not been reconditioned.
8. Said Count II fails to allege that said automobile had not been road tested.
9. Said Count II fails to allege that said automobile had been road tested.
10. The allegation that said automobile "was not in the condition that said paper represented" is vague and indefinite.

11. Said Count II does not allege in what manner or detail that said automobile was not in serviceable condition.

12. Said Count II does not allege that said Plaintiff relied upon said allegations.

13. For aught that appears from said Count II, said action is based upon a warranty and that Defendant's liability, if any, is based upon said warranty.

14. Said Count III does not state a cause of action.



Attorney for Defendant.

I, the undersigned, do hereby certify that I have this day delivered a copy of the foregoing demurrer to C. LeNoir Thompson, the attorney of record for the plaintiff in the above styled matter, this 26th day of July, 1966.



Filed 7-26-66
W. J. LeNoir
ccr

AMENDED COMPLAINT.

MRS. RUBY HAYLES	X	
Plaintiff	X	
vs	X	IN THE CIRCUIT COURT OF
		BALDWIN COUNTY, ALABAMA
BOB WHITE CHEVROLET, INC., a corporation	X	AT LAW NO. _____
Defendant	X	
	X	

~~Comes your plaintiff~~ and amends her complaint as last amended in said cause to read as follows:

-1-

The plaintiff claims of the defendant Two Thousand Five Hundred (\$2,500.00) Dollars damages for the breach of warranty in the sale of a 1961 Pontiac Catalina, 4 Dr. by the said defendant to the said plaintiff on to-wit, May 10, 1965, which the defendant warranted in writing, copy attached and made a part hereof as Exhibit "A", that the said vehicle had been inspected, road tested and reconditioned as necessary to be in serviceable condition, at the time of the same and your plaintiff relied upon said allegations. When in fact the said automobile was not in serviceable condition in that the said motor was worn and the radiator on said automobile was stopped up and clogged up, and in such condition that the motor ran hot before said plaintiff could get the said automobile home and, said automobile motor was damaged beyond repair, and said automobile was unusable in that the failure of said radiator to properly function due to its clogged and damaged condition said motor was damaged and caused to knock, all to the damage of your plaintiff, thereby breaching said warranty wherein it alleged the said vehicle "has been inspected, road tested and reconditioned to be in serviceable condition at the time of the sale".


-2-

Plaintiff claims of the defendant Three Thousand (\$3,000.00) Dollars damages for deceit in the sale of a 1961 Pontiac Catalina, 4 Door in representing to the plaintiff in writing, copy attached and made a part hereof as Exhibit "A", that the automobile had been inspected, road tested and recon-

ditioned as necessary to be in serviceable condition at the time of the sale and your plaintiff relied upon said allegations. Whereas, said automobile had not been reconditioned, inspected and road tested as alleged in the said warranty attached hereto and said plaintiff alleges that the said defendant at the time of the sale knew that said automobile had not been reconditioned and was not in the condition said paper writing attached hereto as Exhibit "A" and made a part of this Count represented to the said plaintiff.

-3-

The plaintiff claims of the defendant the following personal property to-wit: Five Hundred Sixty-five (\$565.00) Dollars in money with the value of the hire or use thereof during the detention from May 10, 1965.


Attorney for plaintiff.

I hereby certify that I have this 14 day of November, 1966, mailed a copy of the foregoing amended complaint to Honorable J. Connor Owens, Jr., attorney for the defendant, by placing same in the U. S. Mail, postage prepaid to his address in Bay Minette, Alabama.



FILED
NOV 14 1966
ALICE J. BUCK, CLERK
REGISTER

We the jury find for the plaintiff
in the sum of \$565.00

B.C. Faulk

FILED

NOV 14 1933

AUG 1. 1933
CLERK
REGISTER

1593

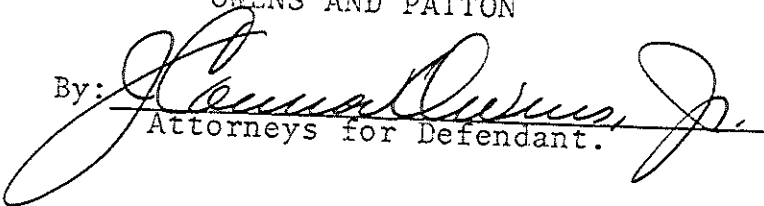
MRS. RUBY HAYLES,)	
Plaintiff,	)	IN THE CIRCUIT COURT OF
vs.)	
BOB WHITE CHEVROLET, INC.,	)	BALDWIN COUNTY, ALABAMA
a corporation,)	
Defendant.	)	LAW SIDE. NO. 6631.
)	

DEMURRER TO COMPLAINT AS LAST AMENDED

Now comes the Defendant, by its Attorney, and demurs to the complaint as last amended and to each count thereof, in this cause and as grounds therefor, assigns the following, both separately and severally:

1. Said Count does not state a cause of action.
2. That it affirmatively appears that Counts I and II are based upon an express warranty and said Counts do not allege a breach of said Warranty.
3. That it affirmatively appears from said express warranty that Defendant's obligations were limited or set forth in paragraphs 1(a) and 1(b) and Plaintiff does not allege a breach of said covenants.
4. Plaintiff does not allege that she met the condition precedent to the operation of said warranty.
5. Said Count does not allege that Defendant presented said automobile for repairs under the terms of said warranty.
6. For aught appears from said Count II, said action is based upon a warranty and defendant's liability, if any, is based upon said warranty.
7. For it affirmatively appears from said Count that Plaintiff's remedy is confined to that set forth in the Exhibit "A" of the complaint.
8. Said Count III does not state a cause of action.

OWENS AND PATTON

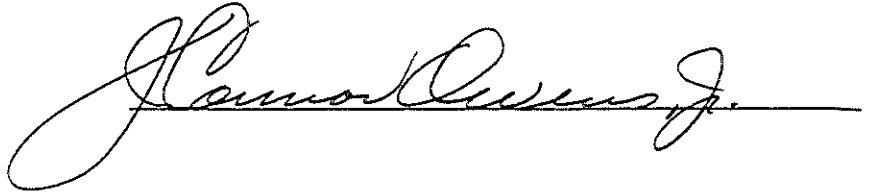
By: 
Attorneys for Defendant.

FILED

JAN 27 1967

ALICE L. DICK, CLERK
REGISTER

I, the undersigned, one of the Attorneys of record for the Defendant in the above styled cause, hereby certify that I have forwarded a copy of the foregoing demurrer to complaint as last amended to C. LeNoir Thompson, Attorney of Record for the Plaintiff in the foregoing cause, by United States Mail, postage prepaid, properly addressed this 27th day of January, 1967.

A handwritten signature in cursive script, reading "Ramon Owens, Jr.", written over a horizontal line.

DIV. NO. _____

CERTIFICATE OF APPEAL. (Civil Cases.)

No. 6631

THE STATE OF ALABAMA

BALDWIN County.

I, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, in and for said State and County, hereby certify that the foregoing pages numbered from one to _____, both inclusive, contain a full, true and complete transcript of the record and proceedings of said Court in a certain cause lately therein pending wherein MRS. RUBY HAYLES,

was plaintiff, and BOB WHITE CHEVROLET COMPANY, INC., A Corporation,

was Defendant, as fully and completely as the same appears of record in said Court.

And I further certify that the said Bob White Chevrolet Company, Inc. A Corp., did on the 16th day of November, 1967, pray for and obtain an appeal from the judgment of said Court to the Court of Appeals Court of Alabama to reverse said judgment of said Court upon entering into bond with Bob White Chevrolet, Inc., A Corp., by: R. E. White, as Its President and FIDELITY & DEPOSIT COMPANY OF MARYLAND, A Corporation, By: Walter M. Lindsey- as Its attorney as surety thereon, which said bond has been approved by me.

Witness my hand and the seal of said Circuit Court of Baldwin County is hereto affixed, this the 16th day of November, 1967

Alice J. Duck

Clerk of the Circuit Court of

Baldwin County, Alabama.

(Code 1940, Title 7, Sec. 767)

39
MRS. RUBY HAYLES,)
Plaintiff,) IN THE CIRCUIT COURT OF
vs.) BALDWIN COUNTY, ALABAMA
BOB WHITE CHEVROLET COMPANY, INC.,)
A Corporation,) AT LAW. NO. 6631.
Defendant.)


CITATION OF APPEAL:

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

WHEREAS, at a Term of the Circuit Court of Baldwin County, held on the 11th day of September, 1967, in a certain cause in said Court wherein Mrs. Ruby Hayles was Plaintiff, and Bob White Chevrolet Company, Inc., a corporation, was defendant, a judgment was rendered against said Bob White Chevrolet Company, Inc., a corporation, to reverse which judgment the said Bob White Chevrolet Company, Inc., a corporation, applied for and obtained from the Office of the Circuit Clerk of Baldwin County, Alabama, an appeal, returnable to the next Term of our Court of Appeals of the State of Alabama, to be held at Montgomery, Alabama, on the next term of said Court, and the necessary bond having been given by the said Bob White Chevrolet Company, Inc., a corporation, with Fidelity & Deposit Company of Maryland, a corporation, sureties.

NOW, YOU ARE HEREBY COMMANDED, without delay, to cite the said Mrs. Ruby Hayles or C. LeNoir Thompson, Attorney, to appear at the next term of our Court of Appeals to defend against the said appeal, if they think proper.

WITNESS Alice J. Duck, Clerk of the Circuit Court of said County, this 16 day of November, 1967.


Clerk of the Circuit Court of Baldwin
County, Alabama.

No. 6631

16 Nov 67
21 Nov 67
Citation
C. Le Non Thompson

Mrs. Ruby Mayles

vs.

Bob White Chevrolet
Co Inc

W A Talbot

Citation of Appeal
FILED

NOV 15 1967

ALICE J. DUCK

CLERK
REGISTER

Time Ruby Hayes

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JURY LIST - SEPTEMBER 11, 1967

1. Hudson, Homer, Standard Furniture Co., Bay Minette
2. Carlisle, D. C., Newport, Bay Minette
3. Helms, Kenneth B., Civil Service, Elberta
4. Hirz, Donald, Civil Service, Elberta
5. Irwin, Alvin A., Farmer, Gateswood
6. Hobbs, Tom, Farmer, Rosinton
7. Calloway, John, Fisherman, Gulf Shores
8. Bloch, John, Farmer, Elberta
9. Brantley, C. C., Contractor, Bay Minette
10. Brooks, Frank, Mechanic, Foley
11. Jenkins, Albert E., Farmer, Stapleton
12. Johnston, Jessie, Retired, Foley
13. Beasley, Wilson C., Store Owner, Bay Minette
14. King, H. W., Farmer, Stapleton
15. Bishop, George O., Merchant, Fairhope
16. Blackman, W. K., Farmer, Foley
17. Akers, Mrs. R. M., Collector, Bay Minette
18. Allegri, Angelo, Carpenter, Fairhope
19. Nelson, Durwood F., Farmer, Fairhope
20. Norsworthy, John C., Clerk, Bay Minette
21. Parker, Willard, Farmer, Bon Secour
22. Peavy, Thelma, Housewife, Bon Secour
23. Presley, Guy T., Farmer, Lottie
24. Baggett, H. M., Civil Service, Stapleton
25. Faulk, Billy, Barber, Robertsdale
26. Fell, Neal J., Farmer, Lillian
27. Dyess, Roy, Farmer, Rosinton
28. Dyess, Wm. W., Farmer, Robertsdale
29. Turk, Thera W., Gateswood
30. Miller, Albert Ernest, Clerk, Bay Minette
31. Miller, David A., Contractor, Summerdale
32. Trawick, Walter, Laborer, Bay Minette
33. Rider, Charles, Woodsman, Bay Minette
34. Yarbrough, Ralph R., Filling Station, Bay Minette
35. Whitten, Lewis S., Electrician, Fairhope
36. Windham, Carl T., Paper Co., Robertsdale
37. Wharton, Mary J., Housewife, Foley
38. White, Earnest, Farmer, Robertsdale
39. Weeks, Harry J., Nurseryman, Foley
40. Grimes, Roy A., Newport, Bay Minette
41. Bauer, Hilbert, Farmer, Summerdale
42. Ruple, LeRoy, Engineer, Bay Minette
43. Keenan, Ruben A., Oil Dealer, Robertsdale
44. Fullbright, Lex J., Army-Retired, Gulf Shores
45. Fuqua, Damon L., Gov't Emp., Gulf Shores
46. Gause, Eleanor, Stockton
47. Beasley, John, Banker, Fairhope
48. Hammond, Cecil C., Truck Operator, Bay Minette
49. Jones, Chester, Western Auto, Robertsdale
50. Frank, Lawrence J., Farmer, Elberta

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MRS. RUBY HAYLES,)	
)	IN THE CIRCUIT COURT OF
Plaintiff,)	
)	BALDWIN COUNTY, ALABAMA
vs.)	
BOB WHITE CHEVROLET COMPANY, INC.,)	
A Corporation,	)	AT LAW. NO. 6631.
)	
Defendant.)	

APPEAL BY DEFENDANT:

Now comes the Defendant and appeals to the Court of Appeals of the State of Alabama, from the final judgment rendered in this cause in and by the Circuit Court of Baldwin County, Alabama, Law Side, on, to-wit, September 11, 1967, and in which cause Defendant's Motion for a new trial was denied by the Trial Court on, to-wit, November 7, 1967.

OWENS AND PATTON

FILED

By: Walter S. Patton
Attorneys for Defendant.

NOV 16 1967

ALICE J. DUCK CLERK
REGISTER

* * * * *

SECURITY FOR COSTS:

I, the undersigned, do hereby acknowledge myself as security for the costs of the appeal taken by the Defendant in this cause.

OWENS AND PATTON

By: Walter S. Patton

Taken and approved on this the
16 day of November, 1967.

Alice J. Duck
Clerk, Circuit Court of Baldwin
County, Alabama.

MRS. RUBY HAYLES,)	
Plaintiff,	)	IN THE CIRCUIT COURT OF
vs.	)	BALDWIN COUNTY, ALABAMA
BOB WHITE CHEVROLET COMPANY, INC.,)	
a Corporation,	)	AT LAW. NO. 6631
Defendant.)	

SUPERSEDEAS BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Bob White Chevrolet Company, Inc., a corporation, as principal, and the undersigned as surety, are held and firmly bound unto Mrs. Ruby Hayles, in the just and full sum of TWELVE HUNDRED AND NO/100 DOLLARS (\$1200.00), for the payment of which, well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 16th day of November, 1967.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that WHEREAS, Mrs. Ruby Hayles obtained a judgment in the above styled cause in the Circuit Court of Baldwin County, Alabama, Law Side, on the 11th day of September, 1967, from which judgment the said Bob White Chevrolet Company, Inc., a corporation, has obtained an appeal returnable to the next term of the Court of Appeals of the State of Alabama.

NOW, THEREFORE, if the said Bob White Chevrolet Company, Inc., a corporation, shall prosecute the said appeal to effect, and satisfy such judgment, as may be rendered against Bob White Chevrolet Company, Inc., a corporation, in said cause by the Supreme Court, then this obligation is to be null and void, otherwise to remain in full force and effect.

And we, and each of us, hereby waive all rights to or claim of exemption as to personal property we or either of us have or may hereafter have, under the Constitution and Laws of Alabama, and we hereby severally certify that we have property free from all encumbrance to the full amount of the above bond.

WITNESS our hands and seals this 16th day of November, 1967.

BOB WHITE CHEVROLET, INC.,
A Corporation.

(SEAL)

By: *P. E. White*
As its President.

FIDELITY & DEPOSIT COMPANY OF MARYLAND,
A Corporation.

(SEAL)

By: *Halterman L. Gray*
As its Attorney in Fact.

Taken and approved on this the

16 day of November, 1967.

Archie J. Knecht
Clerk of the Circuit Court of
Baldwin County, Alabama.

MAY 21 1968

THE STATE OF ALABAMA --- JUDICIAL DEPARTMENT

THE ALABAMA COURT OF APPEALS

OCTOBER TERM, 1967-68

1 Div. 300

Bob White Chevrolet, Inc.,
a corporation

v.

Mrs. Ruby Hayles

Appeal from Baldwin Circuit Court

JOHNSON, JUDGE

Mrs. Ruby Hayles purchased on May 10, 1965, a 1961 Pontiac automobile from Bob White Chevrolet, Inc., which automobile was covered by a "Quality OK Used Car Dealer Warranty" which reads in pertinent part as follows:

"1. Subject to the provisions and conditions hereinafter set forth, the Dealer warrants that the Vehicle has been inspected, road-tested and reconditioned as necessary to be in serviceable condition at the time of sale, and, in the event of mechanical failure of the Vehicle, the Dealer agrees as follows:

"a) For a period of 30 days beginning 10 May, 1965, the Dealer will pay 50% of the parts and labor repair bills, with the exceptions noted below, necessary to keep the Vehicle in serviceable condition

under normal use, provided that the repairs are taken care of in the Dealer's shop at the Dealer's regular retail price, that the remaining 50% is paid in cash by the Purchaser, and that such repairs do not qualify for adjustment under any new vehicle warranty applicable to the vehicle.

. . .

"4. This Warranty is expressly in lieu of any other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and any other obligations or liabilities on the Dealer's part, and Dealer neither assumes nor authorizes any other person to assume for it any other liability in connection with the sale of the Vehicle."

Mr. Wesley Hayles, husband of the appellee (plaintiff below), testified that while driving the automobile in question immediately following its purchase, the car began to "run hot and started smoking." He then testified as follows:

"Q. Did you bring it back?

"A. Yes sir.

"Q. What happened?

"A. He checked it and put another radiator cap on it and I left again.

"Q. What happened?

"A. The same thing except much sooner and by that time it was smoking and we pulled it behind Hinote's Filling Station and we had to put water in it plus three quarts of oil and I went back to Lonnie James and I said: 'That motor is all to pieces, drinking three quarts of oil from here to my home and back to the Station' and he said: 'That is because it got hot; go ahead and we will make it all right if there is anything wrong with the motor.'

"Q. Did you take it back to the Chevrolet place after that?

"A. Yes sir, after I talked to Lonnie I went home and it was too hot and I called Lonnie, it would not show oil on the stick, and Lonnie said: 'Get it back down here' and I filled it with oil and water and brought it back. . . . "

Hayles then testified that three days later he called the appellant motor company and was told that all that was wrong with the car was the radiator and that it had been repaired. He drove the car home again the the "same thing happened before I got home - out of oil and running hot." He called the appellant company again and was told to "drive it and make out with it and we will get a mechanic and do what is right."

3.

Several days later as the car was being driven, a block rolled under it and broke the oil line. The car was towed back to appellant's garage where it then remained.

Appellee then brought suit against appellant in the Circuit Court of Baldwin County. The complaint contained three counts, each substantially tracking a code form: Count 1, for breach of warranty, Tit. 7, Sec. 223(24); Count 2, for deceit, Tit. 7, Sec. 223(21); Count 3, for recovery of chattles in specie, Tit. 7, Sec. 223(27). The jury returned a general verdict in favor of the plaintiff and assessed the damages at \$565.00. Its motion for a new trial being denied, appellant now appeals.

The overruling of defendant's demurrer to the complaint and to each count thereof is the basis of appellant's Assignments of Error 1 - 3.

Count 3 in the complaint is worded as follows:

"The plaintiff claims of the defendant the following personal property to-wit: Five Hundred Sixty-five (\$565.00) Dollars in money with the value of the hire or use thereof during the detention from May 10, 1965."

This count was insufficient. Tit. 7, Sec. 223(27), supra, is for the recovery of chattles in specie. It is in essence an action of detinue, the gist of which is an action for the detention of a chattle at the time of the commencement of a suit. Webb v. Webb, 263 Ala. 607, 83 So. 2d 325.

Detinue may be maintained for specific monies. Hicks v. Meadows, 193 Ala. 246, 69 So. 432. Spence v. McMillan, 10 Ala. Rep. 583.

However, in David v. David's Adm'r, 66 Ala. Rep. 139, the Supreme Court of Alabama stated in part as follows:

"Where specific property is sued for in an action of detinue, brought under the statute, the rule as to description is somewhat stricter than in trespass or trover, where damages only are recoverable. . . ."

In that case the court held that a count in the complaint claiming merely "bonds to the amount of \$2,100, issued by the County of Wilson, State of Tennessee, and known as Wilson

4.

County bonds" was too indefinite. The court stated that these words of description were insufficiently certain. See also Cooper v. Watson, 73 Ala. 252.

In the case at bar, Count 3 states "Five Hundred Sixty five (\$565.00) Dollars in money" with no further description. These words are insufficient to describe the particular monies in question. To sufficiently state a cause of action in detinue for monies, the description must be such as to specifically identify the exact coins or currency in question. Merely setting out the amount sought is not sufficient. There must be some other element of identification.

Counts numbered 1 and 2 sufficiently stated a cause of action. Treadwell Ford, Inc. v. Leek, 272 Ala. 544, 133 So. 2d 24; Carr-White Truck Co. v. Southern Concrete & Sup. Co., ___ Ala. ___, 194 So. 2d 561. Therefore, the trial court's overruling the demurrer was error without injury since the proof was admissible under the issues presented in Counts 1 and 2. Hartford Accident & Indemnity Co. v. Cosby, 277 Ala. 596, 173 So. 2d 585.

Appellant argues in brief that the remedy set out in the warranty was the exclusive remedy of appellee and that as appellee did not allege in Count 1 that the defendant had breached or refused to perform its obligation under the warranty, the demurrer as to Count 1 should have been sustained.

We do not agree. Count 1 of the complaint as worded properly put the issue of defendant's performance before the jury. Gen. Motors Corp. v. Earnest, 279 Ala. 299, 184 So. 2d 811; Becker Roofing Co. v. Carroll, 37 Ala. App. 385, 69 So. 2d 295.

Assignments of Error 4 - 7 are for the court's failure to give charges Nos. 3, 4, 5 and 6. These charges read as follows:

"3. I charge you Gentlemen of the Jury that if you believe the evidence presented in this case,

5.

you must find for the Defendant under Counts I and III of the complaint.

"4. I charge you Gentlemen of the Jury that if you believe the evidence presented in this case, you must find for the Defendant under Count I of the complaint.

"5. I charge you Gentlemen of the Jury that if you believe the evidence presented in this case, you must find for the Defendant under Count II of the complaint.

"6. I charge you Gentlemen of the Jury that if you believe the evidence presented in this case, you must find for the Defendant under Count III of the complaint."

These charges were properly refused as they are not in proper form. The directive language should have been, "You cannot find for the Plaintiff under Count III."

As stated in Mobile & O. R. Co. v. George, 94 Ala. 199, 10 So. 145:

"While some of the charges, such as 1, 3, and 4, assert correct legal propositions, they conclude with a direction to 'return a verdict in favor of defendant' under the special and separate count in reference to which they are framed. The complaint, as amended contains six counts, as to each of which a similar charge was separately asked. Had there been but one count, or, being several, had the charge upon the effect of the evidence applied to the whole complaint, there could be no objection to such conclusion of the charge, but, when there are two or more counts, the phraseology is subject to criticism. It is calculated to impress the jury with the idea that a separate verdict must be returned as to each count, though under some they may find for the plaintiff. Its tendency is to mislead or confuse, and requires explanation."

See Gen. Finance Corp. v. Bradwell, 279 Ala. 437, 186 So. 2d 150.

Assignment of Error No. 8 was predicated on the court's refusal to give the general affirmative charge. There was no error for the court to refuse such charge. T. R. Miller Mill Co. v. Ralls, 280 Ala. 253, 192 So. 2d 706.

Assignment of Error No. 9 was for the court's overruling defendant's motion for a new trial. In his brief, under Assignment of Error No. 9, appellant resubmitted those arguments made under Assignments of Error Nos. 5, 6 and 7 which have been dealt with hereinabove.

6.

For the foregoing reasons, the judgment in this cause
is due to be and the same is hereby

AFFIRMED.

THE STATE OF ALABAMA---JUDICIAL DEPARTMENT

THE COURT OF APPEALS OF ALABAMA

1st Div., No. 300

Bob White Chevrolet, Inc. Appellant

v.

Mrs. Ruby Hayles Appellee

From Baldwin Circuit Court

The State of Alabama,
City and County of Montgomery.

I, Charles Bricken, Jr., Clerk of the Court of Appeals of Alabama, do hereby certify that the foregoing pages numbered from one to 6 inclusive, contain a full, true and correct copy of the opinion of said Court of Appeals in the above stated cause, as the same appears and remains of record and on file in this office.

Witness, Charles Bricken, Jr., Clerk of the Court

of Appeals of Alabama, at the Capitol, this the

21st day of May, 19 68

Charles Bricken, Jr.
Clerk of the Court of Appeals of Alabama.

THE COURT OF APPEALS OF ALABAMA

1st Div., No. 300

Bob White Chevrolet, Inc.
Appellant

vs.

Mrs. Ruby Hayles
Appellee

From Baldwin Circuit *Court.*

COPY OF OPINION

THE STATE OF ALABAMA---JUDICIAL DEPARTMENT

THE COURT OF APPEALS OF ALABAMA

October Term 19 67

To the Clerk of the Circuit Court
of Baldwin County—Greeting:

Whereas, the Record and Proceedings of the Circuit Court
of said county, in a certain cause lately pending in said Court between
Bob White Chevrolet, Inc., Appellant,

and
Mrs. Ruby Hayles, Appellee,

wherein by said Court, at the Term, 19 , it was considered
adversely to said appellant, were brought before our Court of Appeals, by appeal taken, pursuant
to law, on behalf of said appellant:

NOW, IT IS HEREBY CERTIFIED, That it was thereupon considered by our Court of Appeals, on the
21st day of May 19 68, that said judg-
ment of said Circuit Court be in all things affirmed,
and that it was further considered that the appellant, and Fidelity and Deposit
Company of Maryland pay the judgment of the Circuit Court, ten
percent damages thereon with interest, and

pay the cost accruing on said appeal in this Court and in the Court below

Witness, Charles Bricken, Jr., Clerk of the Court
of Appeals of Alabama, at the Capitol, this the
21st day of May, 1968


Clerk, Court of Appeals of Alabama.

THE COURT OF APPEALS OF ALABAMA

October Term, 19__67__

1st Div., No. 300

Bob White Chevrolet, Inc.

Appellant,

vs.

Mrs. Ruby Hayles

Appellee.

From Baldwin Circuit Court.

CERTIFICATE OF AFFIRMANCE.

THE STATE OF ALABAMA,

County. }

Filed this _____ day of

MAY 23 1968

19__

ALICE J. BUCK CLERK
BIRMINGHAM REGISTER

Alice J. Buck