

796

LILLIAN E. EDDINS,	)	CASE NO. 796-LAW
Plaintiff.	)	IN THE
	)	CIRCUIT COURT
VS.))))	
	)	OF
JOHN H. URQUHART,)	
Defendant.	)	BALDWIN COUNTY, ALABAMA.

TO: ROBERT S. DUCK, CLERK OF SAID COURT, comes LILLIAN E. EDDINS and shows that the defendant, JOHN H. URQUHART, having been duly summoned on the 26th day of January, 1943, to answer the complaint in this cause and failing to answer same by making default you are hereby requested to present this petition to the Honorable F. W. Hare, Judge of said Court, for a judgment by default for the amount of damages sustained by the plaintiff and evidenced by itemized and verified statement hereto attached under the provisions of the rules of this court.

Elliot S. Reinberg
Attorney for Plaintiff

STATE OF ALABAMA
COUNTY OF BALDWIN

Before me, the undersigned Notary, personally appeared this day Lillian E. Eddins, who, being sworn, says that the foregoing statement of damages suffered by her at the hands of John H. Urquhart is reasonable, just and true and is unpaid.

Subscribed and sworn to before me this the 16th day of March, 1943.

Notary Public, Baldwin County, Alabama.

196

LILLIAN E. EDDINS,
Plaintiff,

versus,

JOHN H. URQUHART.

* * * * *

PETITION FOR DEFAULT
JUDGMENT.

Paul Davis, 1943
Davis, Paul

THE STATE OF ALABAMA, }
BALDWIN COUNTY

CIRCUIT COURT

the undersigned, a Notary Public

Personally appeared before me, ~~T. W. RICHMOND, Clerk of the Circuit Court~~ in and for Baldwin County and
State aforesaid Elliott G. Rickaby, as attorney for Lillian E. Eddins,

who being duly sworn, on oath says, that ~~under~~ under the rules of practice ~~from~~

of the Circuit Court of Baldwin County, to-wit: on the 24th day of March, 1943

192 Lillian E. Eddins

recovered a judgment against John H. Urquhart

for the sum of

THREE HUNDRED AND FIFTY - - - - - Dollars,

besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that

the ALABAMA DRYDOCK & SHIPBUILDING COMPANY, a Corporation, is

supposed to be indebted to or have effects of the said John H. Urquhart

in its possession, or under its control, and that he believes process of

Garnishment against said Alabama Drydock & Shipbuilding Company

is necessary to obtain satisfaction of said Judgment.

Sworn to and subscribed this 3rd

day of April A. D. 1943

Dorothy Pearson
Notary Public, Baldwin County, Ala.

Elliott G. Rickaby

No. 796

CIRCUIT COURT

LILLIAN E. EDDINS,
Plaintiff,

vs.

JOHN H. URQUHART,
Defendant,

ALABAMA DRYDOCK &
SHIPBUILDING CO.
Garnishee.

AFFIDAVIT

Filed in Office,

April 9th 1943. 19

R. Duck

Clerk.

Gill Printing Co., Mobile, Ala.

LAW OFFICES
ELLIOTT G. RICKARBY
FAIRHOPE, ALABAMA

March 16, 1943.

Mr Robert S. Duck,
Bay Minette, Alabama,

Dear Sir:

EDDINS v URQUHART, #796: With this I enclose the affidavit evidencing the damage in this case in which I am asking judgment by default under the rule of this Court. I do not recall the number of this rule and my book of rules has been misplaced during the tension of the past two weeks with income tax returns but you are doubtless familiar with it. If Judge Hare does not come to Baldwin within five days after the request is filed, you are to send the papers on to him for the proper order but Mr Stuart told Mrs Eddins that the Judge was to be in Bay Minette this week. If any further information is needed, call me at my expense. The expense of mailing I will promptly remit and will have Mrs Eddins pay the costs as soon as the judgment is rendered.

Sincerely yours,

Elliott G. Rickarby

R:r.
1757.

LAW OFFICES
ELLIOTT G. RICKARBY
FAIRHOPE, ALABAMA

April 17, 1943.

Mr. Robert S. Duck,
Clerk of the Circuit Court,
Baldwin County,
Bay Minette, Alabama.

Dear Bob:

Mrs. Eddins has just written me that she has dismissed me from the Urquhart case and I am writing her as per letter enclosed. It may be that when she shows this to some other lawyer, she will realize that I cannot be gotten rid of thus easily and in the interim, as I own a third interest in this judgment, I will ask you to see that nothing is done in the case without my knowledge. It would be a pretty state of affairs if a lawyer should do all the work of getting a judgment and then lose the fruits of it because he did not consent to his clients demands that he make a pest of himself to the court officials or that he take premature action prejudicial to the case.

If Mrs. Eddins should come up to Court, as she very likely will do, you can tell her that I purposely slowed down the issue of the garnishment and the reasons why I did it, which were distinctly to her interest. You can also tell her that I have notified you of my position. Judge Hare will sustain us in this.

Sincerely yours,

E. G. R.

EGR/w
1757
Encl.

April 18, 1943.

Mrs. J. P. Eddins,
Daphne, Alabama.

Dear Mrs. Eddins:

In response to your letter of yesterday stating that I am dismissed from the Ureuhart case, it is evident that you have overlooked the fact that I am handling this case on the basis of 33 and one-third percent of the amount collected, that I have, even though not as rapidly as you would have wished, secured a judgment in your favor for \$350.00, one-third of which judgment belongs to me and I am given a lien on it by law. Were it not for this lien, it would be a very easy matter for clients who have secured the services of a lawyer, to dismiss him when the case has passed the litigated stage and thereby avoid payment of the fee. You will find that the Circuit Court will recognize my rights in the matter.

Of course, if you wish some other lawyer to take the matter up from this point in behalf of your two-thirds interest, you are at liberty to do so but the court will see that one-third of the proceeds of the judgment is paid to me. We should be hearing from the first phase of the process of collection in the near future when the garnishee makes its answer.

Yours truly,

Elliott G. Rickaby

EGR/w
1757

April

Term, 194 3

William E Eddins.

No. 796 vs.

John H Urahart.

BILL OF COSTS

CLERK'S FEES:		AMOUNT		SUMMARY OF FEES, COSTS, AND JUDGMENT		AMOUNT	
Fees in Circuit Court—				Fees and Costs in Circuit Court:			
Docketing Cause, One Fee only of.....	.25	1	25	Clerk's Fees		6	75
Issuing Summ. and Complt., each.....	1.25		25	Ex-Clerk's Fees		3	00
Issuing Alias or Branch Summons & Complaint, each	1.25			Sheriff's Fees			
Making Copies Thereof, Minimum, each .....	.30			Ex-Sheriff's Fees			
Making Copies Thereof, over 200 Words, per 100 words	.15		2 0	Witness Fees			
Entering Sheriff's Returns, each .....	.20		20	Commissioner's Fees			
Entering Appearances, each .....	.20			.....		
Certifying Affidavits, each .....	.25			Garnishee's Fees			
Issuing Attachments with Bond, each	1.00			Publisher's Fees			
Orders of Publication, each .....	.50			.....		
Copy of Same, each .....	.50			Court Reporter's Fees, Per Day or fraction thereof	.50		
Issuing Summ. to Garnishee, each .....	.50		50	Trial Tax	3.00	3	00
Copy of Same, Per 100 Words .....	.15		50	.....		
Swearing Garnishee, Etc., Per 100 words,	.50		50	.....		
.15, Minimum .....	.50		25	.....		
Release of Garnishee, each .....	.25			.....		
Issuing Scire Facias or Similar Notice, each .....	.75			.....		
Copies of Same, Per 100 Words.....	.15			.....		
Making Copy of Interrogatories, Per	.50			Fees and Costs in Inferior Court:			
100 Words, .15; Minimum .....	.50			Clerk of Inferior Court Fees			
Commission to Take Depositions, each .....	.75			Sheriff's Fees			
Filing Depositions, Each Pkg., .....	.10			Justice of Peace Fees			
Endorsing Each Package of Depositions Opened .....	.10			Constable's Fees			
Issuing Subpoenas, Each .....	.30			.....		
Issuing Witness Certificates, each .....	.25			.....		
Entering Continuances, each .....	.10		4 0	Fees and Costs in Inferior Court			
Filing Papers, each .....	.10			Total Fees and Costs		12	75
Other Orders of Court, each .....	.30			Judgment			
Trial and Incidents .....	.75		30	10 Per Cent Damages			
Entering Judgment, each .....	.30	2	40	Interest			
Complete Record, Per 100 Words .....	.15			.....		
Taking Bonds, each .....	.75			Total Judgment		350	00
Certificate of Appeal .....	.25			Total Fees, Costs and Judgment		362	75
Transcript to Supreme Court, Per 100 Words .....	.15			.....		
Additional Copies of Same, Per 100 Words .....	.05			.....		
Issuing Executions or Copy Thereof, each .....	.50			.....		
Entering Sheriff's Return, Per 100 Words, .15;	.20			.....		
Minimum .....	.20			Total			
.....							
Total Clerk's Fees		6	75				
SHERIFF'S FEES:							
Serving and Returning Summons or							
Writ, each	1.50	1	50				
Levying Attachment, each	3.00						
Entering and Returning Same, each .....	.25						
Seizing Personal Property Under Writ of Detinue ..	3.00						
Taking and Approving Bonds, each.....	1.00						
Summoning Garnishee and Return, each	1.50	1	50				
Serving and Returning Sci. Fa. or Notice, Each	1.50						
Serving and Returning Subpoenas, each .....	.65						
Serving Contempt Attachment, each	1.50						
Impaneling Jury.....	.75						
Collecting Execution for Costs Only, each.....	1.50						
Coms. for Collecting Money on Executions							
Executing Writs of Possession, each.....	5.00						
Making Deed to Real Estate Sold, each.	2.50						
.....							
Total Sheriff's Fees		3	00				

STATE OF ALABAMA)
COUNTY OF MOBILE)

LILLIAN E. EDDINS PLAINTIFF

JOHN H. URQUHART DEFENDANT

VS.

ALABAMA DRY DOCK & SHIPBUILDING COMPANY, Garnishees:

Before the CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA,
~~XXXXXX XXXX XXXX~~ in and for said County and State:

And now comes the Alabama Dry Dock and Shipbuilding Company,
Through and by John R. Vidmer its agent duly
authorized by it to make this answer, and for answer to the
garnishment in this cause says:

That at the service of this writ of garnishment and at the
time of making its answer thereto, it is indebted to said
defendant in the sum of FIFTY-THREE & 70/100-----Dollars,
(\$53.70) being wages, salary or compensation for personal
services rendered by defendant, who is a resident of the State of
Alabama, and that neither at the time of the service of said
writ, nor at any time since has it been indebted to said defendant
in any other and further sum; and that it will not be indebted
in the future to said defendant by a contract now or previously
existing; and that it is not liable to said defendant by a contrac
now or previously existing for the delivery of personal property
or for the payment of money which may be discharged by the de-
livery of personal property or which is payable in personal
property; and that it has not now in its possession or under its
control any money or effects belonging to said defendant, and
that it has not had in its possession or under its control since
the service of said writ any money belonging to said defendant,
and that it does not know or believe that any other person is
indebted to said defendant; and that it does not know or believe
that any other person has effects of said defendant in his
possession or under his control.

Of the above amount \$25.00 is exempt.

And having answered said Garnishment, prays to be hence dis-
missed with its reasonable costs in his behalf expended.

ALABAMA DRY DOCK & SHIPBUILDING CO.

By John R. Vidmer Agent.

Subscribed and sworn to before me, this

25TH day of SEPTEMBER 1943

Mr. Murphy
Notary Public, Mobile County,
Alabama.

GARNISHMENT ON JUDGMENT

The State of Alabama,
BALDWIN COUNTY

CIRCUIT COURT BALDWIN COUNTY

TERM, 192

To Any Sheriff of the State of Alabama—Greeting:

WHEREAS, At a regular Spring Term, 1923, of the Circuit Court of Baldwin County,
to-wit: On the 24th day of March, 1924, being a regular day of
said term LILLIAN E. EDDINS.

recovered judgment against JOHN H. URQUHART.

for the sum of Three hundred Fifty. and No/100. Dollars, and cost of suit,

and affidavit having been made by E. G. Rickarby.
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

UNITED STATES MARITIME COMMISSION and ALABAMA SHIPBUILDING
CORPORATION.

has or is believed to have in their possession, or under their control money
or effects belonging to said defendant John H. Urquhart, that they are, or
is believed to be indebted to said defendant John H. Urquhart, or to be liable to them, or to one of them on a
contract for the delivery of personal property, or on a contract for the payment of money which may be dis-
charged by the delivery of personal property or which is payable in personal property.

You are Therefore Hereby Commanded to Summon United States Maritime Commission.
and Alabama. Drydock & Shipbuilding Corporation.

to be and appear before the honorable the Circuit Court for Baldwin County, at the Court House thereof, in
the City of Bay Minette, on the Fourth. Monday in Sept. A. D. 1924
then and there within the three first days of the term, to answer on oath, whether at the time of the service of
the garnishment, or at the time making ~~their~~ its answer, or at any time intervening the time of serving
the garnishment and making the answer ~~they~~ its. was indebted to said defendant
and whether ~~they~~ its will not be indebted in future to said de-
fendant by a contract then existing, and whether by a contract then existing
is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which
may be discharged by the delivery of personal property, or which is payable in personal property, and whether
is has not in its possession or under its control money or
effects belonging to the defendant

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

Robt S Duck.

Witness, T. W. RICHMOND, Clerk of said Court, this Seventeenth

day of September. A. D. 1924

Issued ~~their~~ 17th day of Sept. A. D. 1924

ATTEST:

Robt S Duck

Clerk.

CV 93a

27

Circuit Court, Baldwin County

No. 796.

27

LILLIAN E EDDINS.

VS. } GARNISHMENT ON JUDGMENT

JOHN H URQUHART.

X 23 pro R.V. Jones

ALABAMA DRYDOCK SHIPBUILDING

CORPORATION. et al.

Garnishee.

Issued 17th day of Sept. 1923

Returnable day of 192

Elliott G. Hickenby, Attorney.

Gill Ptg. Co., Mobile

22
23
Day of Sept 1923
United States Maritime Commission
Alabama Shipbuilding Corp
pro R.V. Jones and

R.V. Jones

GARNISHMENT ON JUDGMENT

The State of Alabama, }
BALDWIN COUNTY

CIRCUIT COURT BALDWIN COUNTY

TERM, 192.....

To Any Sheriff of the State of Alabama—Greeting:

WHEREAS, ~~At a regular~~ under the rules of practice Term, 192....., of the Circuit Court of Baldwin County,
to-wit: On the 24th day of March, 19243 being a regular day of
said term.....

Lillian E. Eddins

recovered judgment against.....

John H. Urguhart

for the sum of Three hundred and fifty - - - - - Dollars, and cost of suit,

and affidavit having been made by E. G. Rickarby, attorney for Plaintiff
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

the Alabama Drydock & Shipbuilding Company is

has or is believed to have in its possession, or under its control money
or effects belonging to said defendant.....or that it is is, or
is believed to be indebted to said defendant.....or to be liable to them, or to one of them on a
contract for the delivery of personal property, or on a contract for the payment of money which may be dis-
charged by the delivery of personal property or which is payable in personal property.

You are Therefore Hereby Commanded to Summon the said.....

Alabama Drydock & Shipbuilding Company

to be and appear before the honorable the Circuit Court for Baldwin County, at the Court House thereof, in
the City of Bay Minette, within thirty days from receipt of this notice ~~on the~~ Monday A. D. 192.....
then and there ~~within the three first days of the term~~, to answer on oath, whether at the time of the service of
the garnishment, or at the time making its answer, or at any time intervening the time of serving
the garnishment and making the answer it was.....indebted to said defendant
.....and whether it will not be indebted in future to said de-
fendant.....by a contract then existing, and whether by a contract then existing it
is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which
may be discharged by the delivery of personal property, or which is payable in personal property, and whether
it has not in its possession or under its control money or
effects belonging to the defendant John H. Urguhart.

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

ROBERT S. DUCK,

Witness, ~~xxx xxx xxx~~ Clerk of said Court, this.....

day of 9th April A. D. 19243.

Issued as day of April A. D. 19243.

ATTEST:

R Duck Clerk.

83
Circuit Court, Baldwin County

34p
No. 796

LILLIAN E. EDDINS,
Plaintiff,

VS. } GARNISHMENT ON JUDGMENT
John H. URQUHART,
Defendant,
ALABAMA DRYDOCK &
SHIPBUILDING COMPANY,
Garnishee.

Issued 9th day of April 1943

Returnable within thirty days

ELLIOTT G. RICKARBY,
Attorney.

Gill Pig. Co., Mobile

4-13-43

Received 13 Day of April 1943
and on 16 Day of April 1943
I served a Copy of the within Garnishment
on Alabama Dry Dock &
Shipbuilding Co.
by service on Mrs. H. Vidmer, and.

W. H. HOLCOMBE, Sheriff

By H. L. Shanay De

Baldwin County

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon

J O H N H . U R Q U H A R T

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

L I L L I A N E . E D D I N S .

Witness my hand, this 21st day of January 1943.

Clerk.

COMPLAINT

LILLIAN E. EDDINS, versus JOHN H. URQUHART,
 Plaintiff, Defendant.

ONE: The plaintiff claims of the defendant the sum of ONE THOUSAND DOLLARS, damages in that on, to wit, the tenth day of November 1942 as plaintiff was travelling southwardly in her Buick automobile along Highway No. 104 in Baldwin County, a public highway of said County, the defendant, who was then driving northwardly on said Highway in a Ford automobile, so negligently drove his said automobile as to run into plaintiff's car which collision was the proximate cause of damage to plaintiff's car by twisting the chassis frame, bending front axle and left side, destroying two casings and doing other injuries to said car whereby she has been unable to use same, all to plaintiff's damage as aforesaid.

TWO: Plaintiff claims of the defendant the further sum of ONE THOUSAND DOLLARS in that on, to wit the 10th day of November, 1942 as plaintiff was travelling southwardly in her Buick automobile along Highway No. 104 a public highway in Baldwin County, the defendant then driving northwardly on said Highway in a Ford automobile wilfully and wantonly drove his said automobile into plaintiff's automobile which collision was the proximate cause of injury to plaintiff's said car by twisting the chassis frame, bending the front axle and left side of the body of the car, destroying two casings and causing other injuries to said car, all to plaintiff's damage as aforesaid.

THREE: Plaintiff claims of the defendant the further sum of ONE THOUSAND DOLLARS damages in that on, to wit, the 10th day of November, 1942 as plaintiff was travelling southwardly in her Buick automobile on Highway No. 104, a public Highway in Baldwin County, the defendant, who was then driving a Ford automobile Northwardly along said Highway, so negligently drove his said automobile that it ran into plaintiff's car, wrecking it and said collision was the proximate cause of serious bodily injury to plaintiff, causing her great pain and suffering, all to plaintiff's damage as aforesaid.

FOUR: Plaintiff claims of the defendant the further sum of ONE THOUSAND DOLLARS, damages in that on, to wit, the 19th day of November, 1942 as plaintiff was travelling southwardly in her Buick automobile on Highway No 104, a public Highway in Baldwin County, the defendant wilfully and wantonly drove the Ford automobile in which he was when travelling Northwardly on said Highway, into plaintiff's said car, wrecking it and said collision was the proximate cause of serious bruises and bodily injury to plaintiff, causing much pain and suffering, all to plaintiff's damage as aforesaid.

Attorney for Plaintiff.

Received in office 14 day of January 1943

W.H. McComb

Sheriff of Mobile County, Ala.

Executed by serving one copy of the within Summons and Complaint on

John H. Urquhart

Defendant

This the 26 day of Jan, 1943

Sheriff of Mobile County, Ala.

By W.H. McComb

Deputy Sheriff.

769
RECORDED
No. 294

LILLIAN E. EDLINS
Plaintiff.

VS.
John H. Urquhart
Defendant.

IN CIRCUIT COURT OF BALDWIN COUNTY

Term 19

SUMMONS AND COMPLAINT

Filed in office this 26 day of

January A. D. 1943
W.H. McComb Clerk.

E. G. RICKARBY Plaintiff's Attorney.

Moore Printing Co. :::: Day Mobile, Ala.

STATE OF ALABAMA:
BALDWIN COUNTY:

Before me, the undersigned Notary, personally
appeared this day Lillian E. Eddins, who, being sworn, says;

"On the night of the 10th day of ~~October~~ 1942, as I was returning to my home in Daphne after a day of work in Mobile where I was then employed in defense work and in my Buick automobile with four other workers, on Highway No 104, and in going South not far from Park City, the defendant, John H. Urquhart, who was going North along said road, negligently drove the Ford car in which he was riding into my car seriously damaging it and so badly bruising my wrist and forearm that I was unable to work for more than two weeks thereafter. My car was badly damaged and put entirely out of commission. It was hauled to the garage of the Klumpp Motor Company, responsible repair men of Fairhope and a careful estimate made of the damage done, a copy of which is hereto attached, showing a damage of \$275.93, exclusive of the cost of two tires and tubes which the Garage did not estimate on as at that time these were impossible of replacement but which can now be supplied in Grade III tires at \$14.57 each.

Some days after this occurrence, as Mr Urquhart did not seem disposed to do anything toward paying the damage, my lawyer saw him and demanded payment. He questioned the size of the preliminary estimate that was given him and was later furnished with an itemized statement of the damage which he said he wanted to have checked over by a mechanic in Mobile, promising to let me hear from him later. Since then nothing has been heard from him and no question made of the correctness of the estimate, although several letters have been written him.

After waiting a number of weeks for Urquhart to make an effort toward settlement, I had to have a car so received a proposition for a useable car in trade for mine, with proper credit for the amount required to put it in condition as shown by Mr Klumpp's estimate. Urquhart was written about this and asked some opinion as to the adviseability of this, which letter he also ignored. I therefore made the trade on the basis of the estimated damage and now ask to be reimbursed for this loss, \$275.93, also for the cost of two tires to replaced those destroyed, \$29.14 and the loss of two weeks time from my work at \$90.00 per month, \$45.00, a total of \$350.07 which does not include any damage for the pain suffered from my bruised arm and ~~slog~~ because of the accident.

A copy of the Klumpp Motor Co estimate of the damage sustained by my car is attached to this. "This estimate of my loss is just and conservative and capable of full proof."

Lillian E. Eddins

Subscribed and sworn to before me this the 16 day of March,
1943.

Elliot R. Rinsley

Notary Public, Baldwin County, Ala.

No. 796-LAW.

LILLIAN E. EDDINS,
Plff.

versus

JOHN H. URQUHART,
Def't.

- - - - -

AFFIDAVIT SHOWING
DAMAGE SUSTAINED.

Subscribed and sworn to before me this 19th day of March 1943
Deputy Clerk



KLUMPP MOTOR COMPANY

Alabama's Oldest Chevrolet Dealership

Dial 2111

FAIRHOPE, ALABAMA

CHEVROLET PASSENGER CARS COMMERCIAL CARS AND TRUCKS

November 23, 1942

Estimate of Repairs on 1940 Oldsmobile Automobile
Mrs. D. P. Eddins
Daphne, Alabama

Labor:

Wrecker service	10.00
Repair radiator	15.00
Install cross member, knee, straighten frame	40.00
Straighten and paint cowl	12.00
Straighten and paint rocker panel	10.00
Straighten and paint front door	12.00
Straighten and paint rear door	5.00
Straighten and paint center post	5.00
Install and paint front fender	7.50
Straighten and paint rear fender	7.50
Install grill and radiator core	8.00
Install glass	3.00
	<u>133.00</u>

Parts:

1 front fender	20.00
1 front fender inner panel	3.75
1 wheel	9.50
1 hub cap	1.35
1 grill and molding	22.40
1 front fender ornament	3.50
1 headlight molding	1.50
1 running board strip	1.50
1 battery	11.63
2 heater hose	1.35
1 fan	1.25
1 coil spring	5.00
1 cradle	10.00
1 steering arm with bolts	9.75
1 shock absorber	8.65
1 left steering arm	6.00
1 front cross member	9.50
1 rear fender boot	2.00
1 ventilator glass	2.50
1 windshield glass	7.50
1 wheel rim	1.50
	<u>140.13</u>

tax 2.80

TOTAL 275.93