

10,013

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA, AT LAW

CASE NO. 29625 -

VICKERS, RIIS, MURRAY & CURRAN
BY: ERLING RIIS, JR.

THE MERCHANTS NATIONAL BANK OF MOBILE, a
National Banking Association

N.J.

VS. Suit for \$1,219.61 w/interest due by promissory note
Atty's fee \$400.00 (WAIVER)

JOHN V. DUCK- Attorney at Law RICHARD L. PRIESGEN
P.O. Drawer Y, Fairhope, Alabama 36532

JURY

PLEADINGS, PROCESS, ETC, * FILING DATE *

1. Complaint and Summons * 9-19-69 *

C & S served on Richard L. Priesgen on Sept. 24, 1969.

2. Plea in Abatement * 9-29-69 *

August 26, 1971 - Plea in Abatement confessed and sustained and case
ordered transferred to the Circuit Court of Baldwin
County, /s/ Hubert P. Robertson

430670

I, JOHN E. MANDEVILLE, in my capacity as Clerk of the Circuit Court of Mobile County, Alabama, hereby certify that the above is a true and correct transcript of all the minutes, orders and other proceedings in the above styled case in this Court.

In Witness whereof I have hereunto set my hand and attached my Official Seal as such Clerk of said Court at Mobile, Mobile County, Alabama, on this the 27th day of August 1971.

John E. Mandeville Clerk

HELGA DRANE,

PLAINTIFF

VS.

ROY H. GILES, ET AL.

DEFENDANT

Ø

Ø

Ø

Ø

Ø

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO: 10,012

D E M U R R E R

COMES NOW ROY H. GILES, DEFENDANT IN THE ABOVE STYLED CAUSE, AND DEMURS TO THE COMPLAINT HERETOFORE FILED IN THIS CAUSE AND TO EACH AND EVERY COUNT THEREOF, AND AS GROUNDS FOR SAID DEMUR-
RER, ASSIGN THE FOLLOWING, SEPARATELY AND SEVERALLY;

1. THAT SAID COMPLAINT AND ALL COUNTS THEREOF DO NOT STATE FACTS SUFFICIENT TO CONSTITUTE A CAUSE OF ACTION AGAINST THESE DEFENDANTS.

2. FOR THAT NEGLIGENCE IS ALLEGED IN COUNT ONE THEREOF MERELY AS A CONSLUSION OF THE PLEADER.

3. FOR THAT THE COMPLAINT AND EACH COUNT THEREOF IS VAGUE, INDEFINITE AND UNCERTAIN IN THAT IT DOES NOT APPRISE THESE DEFENDANTS WITH SUFFICIENT CERTAINTY AGAINST WHAT ACT OR ACTS OF NEGLIGENCE THESE DEFENDANTS ARE CALLED ON TO DEFEND.

4. FOR THAT IT DOES NOT APPEAR WITH SUFFICIENT CERTAIN-
TY WHAT DUTY, OF ANY, THIS DEFENDANT MAY HAVE OWED TO THE PLAINTIFF.

5. FOR THAT IT DOES NOT APPEAR WITH SUFFICIENT CERTAIN-
TY WHEREIN THIS DEFENDANT VIOLATED ANY DUTY HE MAY HAVE OWED TO
THE PLAINTIFF.

6. FOR THAT IT DOES NOT SUFFICIENTLY APPEAR THAT THIS
DEFENDANT OWED ANY DUTY TO THE PLAINTIFF WHICH THE DEFENDANT NEGLI-
GENTLY FAILED TO PERFORM.

7. FOR THAT THE AVERMENTS SET UP, IF TRUE, DO NOT SHOW
ANY LEABILITY ON THE PART OF THIS DEFENDANT HEREIN.

8. THE PLAINTIFF DOES NOT STATE WHAT NEGLIGENCE IS
ATTRIBUTED TO WHICH DEFENDANT.

9. FOR AUGHT THAT APPEARS, THE PLAINTIFF'S INJURIES WERE THE RESULT OF THE NEGLIGENCE OF THE PLAINTIFF.

BAILEY & TAYLOR

BY: *Alfred E. Taylor*

ATTORNEY FOR DEFENDANT

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 9-29-71
served a copy of the foregoing on T. M. BRANTLEY
By mailing the same by United States Mail, Properly addressed, and First
Class Postage Prepaid.

BAILEY & TAYLOR

By: *Alfred E. Taylor*

FILED

OCT 5 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

HELGA DRANE,
PLAINTIFF

Vs

ROY H. GILES, ET.AL.
DEFENDANT

Ø IN THE CIRCUIT COURT OF
Ø BALDWIN COUNTY, ALABAMA
Ø AT LAW
Ø
Ø CASE NO: 10,012

ANSWER

COMES NOW THE DEFENDANT IN THE ABOVE STYLED CAUSE AND
FOR ANSWER TO THE BILL OF COMPLAINT, AND TO EACH COUNT THEREOF ANSWERS AS FOLLOWS, TO-WIT:

1. NOT GUILTY

BAILEY & TAYLOR
BY Floyd E Taylor
ATTORNEY FOR DEFENDANT

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 9-13-72
served a copy of the foregoing on T.M. BRANTLEY
By mailing the same by United States Mail, Properly addressed, and First
Class Postage Prepaid.

BAILEY & TAYLOR
BY Floyd E Taylor

This Instrument Prepared
By Bailey & Taylor
Attorneys At Law
Fairhope, Alabama

FILED

SEP 14 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

VOL 70 PAGE 221

THE MERCHANTS NATIONAL BANK)	IN THE CIRCUIT COURT
OF MOBILE, a National Banking)	
Association,)	OF
)	
Plaintiff,)	MOBILE COUNTY, ALABAMA
)	
vs.)	
)	AT LAW
RICHARD L. PRIESGEN,)	
)	
Defendant.)	CASE NO. <u>29628</u>

COMPLAINT

Plaintiff claims of the Defendant the sum of ONE THOUSAND TWO HUNDRED NINETEEN AND 61/100 (\$1,219.61) DOLLARS, plus interest at the rate of eight (8%) per cent per annum from, to-wit, December 9, 1968, due by promissory note made by Richard L. Priesgen payable to The Merchants National Bank of Mobile, which said note was payable in monthly installments beginning August 25, 1967 and by the terms of which Defendant agreed in writing that in the event default was made in the payment of any installment when due, then the entire remaining unpaid amount of the note shall become due and payable at once, at the option of the holder.

Plaintiff avers that the Defendant has failed to pay the installments of said note as and when the same became due and payable, and that the balance remaining due and unpaid amounts to the sum of ONE THOUSAND TWO HUNDRED NINETEEN AND 61/100 (\$1,219.61) DOLLARS, plus interest at the rate of eight (8%) per cent per annum from December 9, 1968.

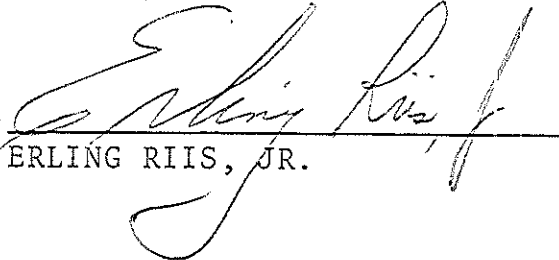
Plaintiff further avers that the Defendant agreed in writing that in the event said note was placed in the hands of an attorney for collection, the Defendant would pay all costs of collection, including a reasonable attorney's fee. Plaintiff avers that said note has been placed in the hands of an attorney for collection and Plaintiff claims the further and additional sum of, to-wit, FOUR HUNDRED AND NO/100

(\$400.00) DOLLARS as a reasonable attorney's fee.

Plaintiff further avers that the Defendant,
in and by the terms of said note, waived all rights of
exemption to which he is entitled under the Constitution
and laws of the State of Alabama.

VICKERS, RIIS, MURRAY AND CURRAN
Attorneys for Plaintiff

By:

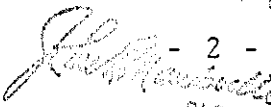

ERLING RIIS, JR.

Defendant's Address:

611 Johnson Street
Fairhope, Alabama 36532

STATE OF ALA. MOBILE CO.
I CERTIFY THIS PLEADING
WAS FILED ON

SEP 19 8 15 AM '69


CLERK

VOL

70 PAGE 224

THE STATE OF ALABAMA
MOBILE COUNTY

CIRCUIT COURT

To Any Sheriff of the State of Alabama:

You are hereby commanded to summon

RICHARD L. PRIESGEN

to appear within thirty days from service of this process, in the Circuit Court of Mobile County, Alabama,
at the place of holding the same, then and there to answer the complaint of
THE MERCHANTS NATIONAL BANK OF MOBILE, a National Banking Association

WITNESS: John E. Mandeville, Clerk of said Court, this 19th day of September, 1969

Attest: John E. Mandeville Clerk

SHERIFF'S RETURN

Received _____ day of _____, 19____ and on _____ day
of _____, 19____, I served a copy of
the within _____ on _____
by service on _____

RAY D. BRIDGES, SHERIFF

By _____ D.S.

Received 23 day of Sept 1969
and on 24 day of Sept 1969
I served a copy of the within doc
on Richard L. Priesgen
By service on _____
A Hope TAYLOR WILKINS, Sheriff
By R. Randall D.S.

Sheriff claims 70 miles
Ten Cents per mile Total \$ 7.00
TAYLOR WILKINS, Sheriff
BY R. Randall
DEPUTY SHERIFF

mail No. 29625-13
JUDGE _____ DOCKET
CIVIL DIVISION
CIRCUIT COURT
MOBILE COUNTY
The Merchants National Bank of
Mobile, etc.
VS. } Complaint and Summons
Richard L. Priesgen

Issued 19th day of September, 1969

Defendant's Address
611 Johnson Street
Fairhope, Alabama 36532

ERLING RIIS, JR.
Plaintiff's Attorney

Extra

THE MERCHANTS NATIONAL BANK
OF MOBILE, a National Banking
Association,

Plaintiff,

vs.

RICHARD L. PRIESGEN,

Defendant.

) IN THE CIRCUIT COURT

) OF

) MOBILE COUNTY, ALABAMA

) AT LAW

) CASE NO. 29625

COMPLAINT

Plaintiff claims of the Defendant the sum of ONE THOUSAND TWO HUNDRED NINETEEN AND 61/100 (\$1,219.61) DOLLARS, plus interest at the rate of eight (8%) per cent per annum from, to-wit, December 9, 1968, due by promissory note made by Richard L. Priesgen payable to The Merchants National Bank of Mobile, which said note was payable in monthly installments beginning August 25, 1967 and by the terms of which Defendant agreed in writing that in the event default was made in the payment of any installment when due, then the entire remaining unpaid amount of the note shall become due and payable at once, at the option of the holder.

Plaintiff avers that the Defendant has failed to pay the installments of said note as and when the same became due and payable, and that the balance remaining due and unpaid amounts to the sum of ONE THOUSAND TWO HUNDRED NINETEEN AND 61/100 (\$1,219.61) DOLLARS, plus interest at the rate of eight (8%) per cent per annum from December 9, 1968.

Plaintiff further avers that the Defendant agreed in writing that in the event said note was placed in the hands of an attorney for collection, the Defendant would pay all costs of collection, including a reasonable attorney's fee. Plaintiff avers that said note has been placed in the hands of an attorney for collection and Plaintiff claims the further and additional sum of, to-wit, FOUR HUNDRED AND NO/100

(\$400.00) DOLLARS as a reasonable attorney's fee.

Plaintiff further avers that the Defendant, in and by the terms of said note, waived all rights of exemption to which he is entitled under the Constitution and laws of the State of Alabama.

VICKERS, RIIS, MURRAY AND CURRAN
Attorneys for Plaintiff

By:


ERLING RIIS, JR.

Defendant's Address:

611 Johnson Street
Fairhope, Alabama 36532

THE MERCHANTS NATIONAL BANK
OF MOBILE, a National Banking
Association,

Plaintiff,

vs.

RICHARD L. PRIESGEN,

Defendant.


IN THE CIRCUIT COURT OF
MOBILE COUNTY, ALABAMA

AT LAW CASE NO. 29625

PLEA IN ABATEMENT

Comes now the Defendant, RICHARD L. PRIESGEN, and shows unto the Court that this cause should be abated, and for grounds therefor, assigns the following separately and severally:

1. That the Defendant at the time that this cause of action arose, was a resident citizen of Baldwin County, Alabama, and is presently a citizen of Baldwin County, Alabama, and was a resident of Baldwin County, Alabama at the time said suit was brought, and that Mobile County has no jurisdiction over this cause and hence this action should be abated.


RICHARD L. PRIESGEN

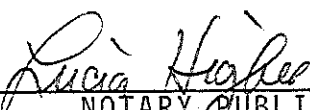
The Defendant hereby demands a Trial by Jury.

STATE OF ALABAMA
COUNTY OF BALDWIN

Before me, the undersigned authority, personally appeared RICHARD L. PRIESGEN, who being by me first duly and legally sworn, doth depose and say that the matters and facts alleged in the foregoing Plea in Abatement are true and correct.


RICHARD L. PRIESGEN

Sworn to and subscribed before
me this 25th day of September, 1969.

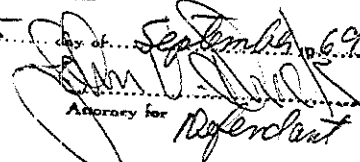

NOTARY PUBLIC

My commission expires: 7-14-73

STATE OF ALABAMA
I CERTIFY THIS PLEA IN ABATEMENT
WAS FILED IN MOBILE COUNTY
SEP 29 8 03 AM '69
CLERK

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for the opposing party in the foregoing matter with a copy of this pleading by depositing in the United States Mail a copy of same in a properly addressed envelope with adequate postage thereon.

This 25 day of September, 1969

Attorney for Defendant

THURSDAY, AUGUST 26, 1971

THE MERCHANTS NATIONAL BANK OF MOBILE,)	
a National Banking Association)	PLEA IN ABATEMENT CONFESSED
)	AND SUSTAINED AND CASE ORDERED
ROBERTSON -vs- 29625)	TRANSFERRED TO CIRCUIT COURT
)	OF BALDWIN COUNTY, ALABAMA
RICHARD L. PRIESGEN)	

This day in open Court came the parties by their attorneys, and Defendant in open Court on this day confessed defendant's Plea in Abatement filed September 29, 1969, to the complaint in this cause; It is therefore ordered and adjudged by the Court that the Defendant's said Plea in Abatement, filed September 29, 1969, to the complaint in this cause be, and the same is hereby sustained and case ordered transferred to the Circuit Court of Baldwin County.

Minute Book 43

Page 670

STATE OF ALABAMA, }
COUNTY OF MOBILE }

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

I, JOHN E. MANDEVILLE, Clerk of the Circuit Court of Mobile County, Alabama, do hereby
certify that the foregoing is a full, true and correct copy of ORDER OF COURT

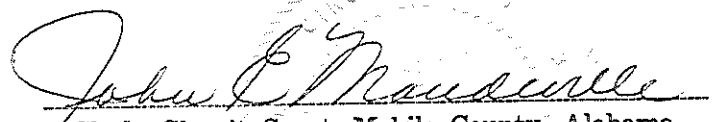
as rendered by the said Circuit Court on the 26th day of August, 1971, in the cause
entitled No. 29625 - THE MERCHANTS NATIONAL BANK OF MOBILE, a National
Banking Association, Plaintiff,

— versus — RICHARD L. PRIESGEN

Defendant, (~~whose name appears on the caption thereof~~), as the same remains of record in this office in
Minute Book No. 43, Page No. 670.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court at office
in the City of Mobile, Alabama, on this the 27th day of August, 1971.

ATTEST:


Clerk, Circuit Court, Mobile County, Alabama.

CIVIL DIVISION, CIRCUIT COURT, MOBILE COUNTY

THE MERCHANTS NATIONAL BANK OF MOBILE, a National Banking Plaintiff
Association vs.
RICHARD L. PRIESGEN Defendant

No. 29625

¹
RICHARD L. ^{VS.} PRIESGEN

Defendant

BILL OF COST

(Act No. 740, Reg. Session Ala. Legislature 1957
 Appvd. Sept. 20, 1957)
 (Amend Sec. 21, Title 11, Code Ala. 1940)

(Act No. 571, Reg. Ses. Leg. 1955)
(Amend Sec. 34 and 100, Title 11, Code Ala. 1940)

[illegible]

I respectfully beg to advise that if this bill for costs is not paid before _____ 19....., it will be my unpleasant duty to issue execution for same.

JOHN E. MANDEVILLE, Clerk

MEMO-LETTER

JOHN V. DUCK
Attorney at Law
P. O. DRAWER Y - FAIRHOPE, ALABAMA

MESSAGE

REPLY

TO Mr. John Mandeville
Clerk of Circuit Court, Mobile County
P.O. Box 298, Mobile, Ala.

DATE September 25, 1969

Re: Merchants National Bank of Mobile vs.

Richard L. Priesgen. Civil No. 29625

Dear Sir:

Enclosed please find Plea in Abatement to
be filed in captioned case.

Sincerely,

John V. Duck
(JVD)

SIGNED

DATE

STATE OF ALA. MOBILE CO.
I CERTIFY THIS PLEADING
WAS FILED ON

SEP 29 8 03 AM '69

John Mandeville
CLERK

SIGNED

I/We ("Maker") promise to pay to the order of THE MERCHANTS NATIONAL BANK OF MOBILE ("Bank")
 TWENTY FOUR HUNDRED TWENTY ONE & NO/100 ("Payee")
 Dollars \$ 2,421.00

for value received. Payable at THE MERCHANTS NATIONAL BANK OF MOBILE, Mobile, Ala.

In 36 installments of \$ 67.25 payable MONTHLY
 beginning AUGUST 25, 1967 after date without grace and balance of
 \$ payable

As security for the payment of this note Maker has pledged with Bank, and hereby grants to Bank a lien upon and security interest in the property described hereinbelow, (including all proceeds therefrom, including cash, stock and other dividends and all rights to subscribe for securities incident to, declared, or granted in connection with such property), which property, together with all additions and substitutions is called the Collateral.

Maker also pledges and grants a security interest in the Collateral as security for all other liabilities (primary, secondary, direct, contingent, sole, joint, or several), due or to become due or which may be hereafter contracted or acquired, of each Maker (including each Maker and any other person) to Bank. The surrender of this note, upon payment or otherwise, shall not affect the right of Bank to retain the Collateral for such other liabilities.

Additions to, reductions or exchanges of, or substitutions for the Collateral, payments on account of this loan or increases of the same, or other loans made partially or wholly upon the Collateral, may from time to time be made without affecting the provisions of this note. Bank or its nominee need not collect interest on or principal of any Collateral or give any notice with respect to it. If the Collateral shall at any time become unsatisfactory to Bank, Maker shall promptly after demand pledge with Bank as part of the Collateral additional property which is satisfactory to Bank.

Upon the happening of any of the following events, each of which shall constitute a default hereunder, all liabilities of each Maker to Bank may be declared by Bank to be immediately due and payable: (a) failure of any Obligor (which term shall include each Maker, endorser, surety and guarantor of this note) to perform any agreement hereunder, to pay interest hereon when due, or pay any other liability whatsoever to Bank when due; (b) the death of any Obligor; (c) the filing of any petition under the Bankruptcy Act, or any similar Federal or State statute, by or against any Obligor; (d) an application for the appointment of a receiver for, the making of a general assignment for the benefit of creditors by, or the insolvency of any Obligor; (e) the entry of a judgment against any Obligor; (f) the issuing of any attachment or garnishment, or the filing of any lien, against any property of any Obligor; (g) the taking of possession of any substantial part of the property of any Obligor at the instance of any Governmental authority; or (h) the dissolution, merger, consolidation, or reorganization of any Maker.

Bank is hereby given a lien upon and a security interest in all property of each Maker now or at any time hereafter in the possession of Bank, including but not limited to any balance or share of any deposit, as security for the payment of this note, and a similar lien upon and security interest in all such property of each Maker as security for the payment of all other liabilities of each Maker to Bank; and Bank shall have the same rights as to such property as it has with respect to the Collateral.

Upon the occurrence of any default hereunder Bank shall have the right to take possession of the Collateral and to sell all or any part thereof upon any exchange or at public or private sale at the option of Bank at any time or times without advertisement or demand upon or notice to any Obligor (all of which are hereby waived), except such notice as is required by applicable statute and cannot be waived; with the right on the part of the Bank or its nominee to become the purchaser thereof at any such sale, free from any equity of redemption and from all other claims, and after deducting all legal and other expenses for maintaining or selling the Collateral and all reasonable attorneys' fees, legal or other expenses for collection, sale and delivery, to apply the residue of the proceeds of such sale or sales to pay (or to hold as a reserve against) this note and all other liabilities of each Maker to Bank.

Any failure by Bank to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any other time and from time to time thereafter. Any notice to Maker shall be sufficiently served for all purposes if placed in the mail addressed to, or left upon the premises at, the address shown on Bank's records.

Each of the Obligors severally agrees: (a) to pay this note; (b) to pay interest thereon at the rate of eight per centum per annum, unless otherwise expressly stipulated herein, and that such interest may be collected by the payee or owner of the note discounting the same, or by the owner thereof collecting the interest at its maturity; (c) that, in all events, this note from the date of its maturity, shall bear interest at the rate of eight per centum per annum until paid. Each of the Obligors waives, as to this debt, all right of exemption under the constitution and laws of Alabama, or any other State, and severally waives demand, presentment, protest, notice of protest, suit, and all other requirements necessary to hold them; (d) to pay late charge of five cents per dollar will be paid by the maker(s) on each installment more than fifteen days in arrears.

The Collateral hereinabove referred to is described as follows:

1964 MERCEDES

\$2,421.00

INSTALLMENT DEPT.
 Merchants National Bank

SEP 26 1969

N. P. 61-29
 LOOP BRANCH

611 JOHNSON STREET,

Address
 FAIRHOPE, ALA

Address

(MR. RICHARD L. PRIESGEN)

(SEAL)

92 988 06

In addition to the liability as endorsers, which the undersigned hereby assume, and intending to be legally bound, the undersigned (and if more than one, each of them jointly and severally (a) hereby guarantee and become surety to the payee of the within note, its successors, endorsees and assigns, for the payment of the within note; and (b) consent (i) that the Collateral may be exchanged, surrendered or sold from time to time, (ii) that the payment of the note, or any of the liabilities of the Maker thereof, or of any Collateral, may be extended in whole or in part, and (iii) that any of the provisions of the note may be modified; all without notice to and without affecting the liability of the undersigned as endorsers, guarantors and sureties.

The undersigned endorsers each for himself hereby severally agrees: (a) to pay this note; (b) to pay interest thereon at the rate of eight per centum per annum, unless otherwise expressly stipulated herein, and that such interest may be collected by the payee or owner of the note discounting the same, or by the owner thereof collecting the interest at its maturity; (c) that, in all events, this note, from the date of its maturity, shall bear interest at the rate of eight per centum per annum until paid. Each of said parties waives, as to this debt, all right of exemption under the constitution and laws of Alabama, or any other State, and they each severally agrees to pay all costs of collecting or securing, or attempting to collect or secure, this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and the Maker, endorser, surety, or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit, and all other requirements necessary to hold them.

Address

(SEAL)

Address

(SEAL)

VICKERS, RIIS, MURRAY AND CURRAN

ATTORNEYS AT LAW

MERCHANTS NATIONAL BANK BUILDING

MOBILE, ALABAMA

MARION R. VICKERS
ERLING RIIS, JR.
J. MANSON MURRAY
EDWIN J. CURRAN, JR.
MARION R. VICKERS, JR.
J. W. GOODLOE, JR.

MAILING ADDRESS:
P. O. BOX 990-36601
PHONE 432-9772

April 3, 1973

Honorable Telfair J. Mashburn
Judge, Circuit Court of Baldwin County
County Courthouse
Bay Minette, Alabama

Re: The Merchants National Bank of Mobile vs.
Richard L. Priesgen, Case No. 10,013,
Circuit Court of Baldwin County, Alabama
Case Set April 9, 1973

Dear Judge Mashburn:

Mr. Duck, the attorney for the Defendant, and I have agreed to waive the jury and request that you enter a judgment by consent in the above noted case for the sum of \$1,887.58. This figure is arrived at as follows:

(a)	Principal due December, 1969	- \$ 1,219.61
(b)	Interest through April 9, 1973	422.97
(c)	Attorney's Fee	<u>245.00</u>
Total -----		\$ 1,887.58

We are enclosing herewith the original note. If this means of handling this matter is not fully satisfactory, please let me know.

By copy of this letter to the Clerk of the Circuit Court, we are requesting that execution be withheld in order to give the Defendant an opportunity to work out these payments in accordance with our agreement.

Yours truly,

VICKERS, RIIS, MURRAY AND CURRAN


Erling Riis, Jr.

ER/jr
Enc.

cc: Mr. John V. Duck
Clerk, Circuit Ct., Baldwin County
Mr. Ben Riall

2421 ⁰⁰ SCHEDULE OF PAYMENTS

DUE _____

70 PAGE 229