BOB LEVIN, INC. A Corporation

Plaintiff

-VS -

GEORGE FOWEER, Ind. and d/b/a BAMA JEWELERS

Defendant

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA,

AT LAW.



#### ANSWER

Comes now the Defendant in the above styled cause and for answer to the said Bill of Complaint says that he has paid the account that he is being sued on.

And the Defendant for further answer to the said Bill of Complaint says that: That the goods sold by the Plaintiff to the said Defendant were sold on consignment basis, and that there was an agreement between the Defendant and the Plaintiff that the Defendant would pay for the merchandise as he sold it.

The Defendant further for answer says that all sums due and owing the Plaintiff have been paid and that the sum sued on is for merchandise that is now on contract from the Defendant's Jewelry Store, and that the Plaintiff is being paid for the said merchandise as the Defendant is paid by his customers.

Attorney for Defendent

Defendant demands a trial by Jury.

Attorney for Defendant

Mar. 19, 1959 alice . Duck

27

3725 (Jul)

BOB LEVIN UNC., A Corporation.

Plaintiff

≂VS ≖

GEORGE FOWLER, INd. and d/b/a BAMA JEWELERS

Defendant

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

ANSWER

WAR 19 1959

ALICE I. DUCK, GLERK

FROM THE LAW OFFICES OF JOHN V. DUCK FAIRHOPE, ALABAMA

P. O. BOX 71

#### E. G. RICKARBY

BANK BUILDING FAIRHOPE, ALABAMA February 24, 1959

Mrs. Alice M. Duck Clerk of the Circuit Court Bay Minette, Ala.

Dear Mrs. Duck:

Enclosed find suit of Bob Levins versus George Fowler, doing business as Bama Jewler, together with attached itemized and verified statement and deposit for cost in the sum of \$25.00.

Please process and oblige.

Yours very truly,

EGR/eb

cc: Bob Levin, Inc.

906 Maison Blanche bldg. New Orleans, La.

BOB LEVIN, INC. A Corporation	Ĭ	IN THE CIRCUIT COURT OF
<b></b>	Q	BALDWIN COUNTY, ALABAMA
Plaintiff	<b>Q</b>	AT LAW
-¥s-	Ŏ	
GEORGE FOWLER, Ind.	Ŏ	
GEORGE FOWLER, Ind. and d/b/a/ BAMA JEWELERS	Q	
Defendant	Ŏ	

#### DEMURRER

Comes the Plaintiff and offers the following Demurrers to the Defendant's answer filed in the above styled cause.

First: That said answer does not show that the account was paid before the action was commended and is not properly verified.

Second: That said answer shows that the Defendant agfeed to pay for the merchandise as sold and that the sum sued on is for merchandise that is now on contract, that is (sold by Defendant under contract) from Defendant's jewelry therefore it shows that the sum sued for is owed and therefore not a good defence.

Attorney for Plaintiff

Service accepted March 30, 1959.

BOB LEVIN, INC. A Corporation

Plaintiff

-VS-

GEORGE FOWLER, Ind. and d/b/a BAMA JEWELERS.

Defendant

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

### AMENDED ANSWER

Comes the Defendant in the above styled cause and amends his Answer filed heretofore to read:

As to Count One: Not Guilty.

As to Count Two: Not Guilty.

As to Count Three: Not Guilty.

FILED

JUL 7- 3-7

AMOEL DUCK, RESISTER

Attorney for Defendant

### E. G. RICKARBY

FAIRHOPE ALABAMA
March 31, 1959

Mr. Alice Duck Clerk of Circuit Court Bay Minette, Ala.

Dear Mrs. Duck:

Enclosed find Demurrer and Notice of Taking Testimony in the case of Levin versus Fowler.

Service has been accepted on both.

Yours very truly,

EGR/eb cc: Mr. John Duck Fairhope, Ala.

BOB LEVIN, INC.,	Ĭ	
A Corporation,	ð	IN THE CIRCUIT COURT OF
Plaintiff,	Į	BALDWIN COUNTY, ALABAMA,
-VS-		AT LAW.
GEORGE FOWLER, Individually and d/b/a BAMA JEWELERS,	Ĭ	
Defendant.	X	

### NOTICE OF TAKING DEPOSITIONS

To Mr. George Fowler, Defendant.

The above Defendant, GEORGE FOWLER, will take notice that on Tuesday, April 21st, 1959, at 1:00 P.M., the Plaintiff will take the depositions of GEORGE FOWLER and BOBBIE FOWLER of Fairhope, care of Bama Jewelers, 393 Fairhope Avenue, Fairhope, Alabama, to be used as evidence on the trial of the above entitled cause, before a competent authority at Baldwin County Law Library, Court House, Bay Minette, Baldwin County, Alabama, or, at such other place as the parties shall agree on.

E. G. RICKARBY, Attorney for Plaintiff.

Service accepted.

Attorney for Defendant.

BOB LEVINS, INC., A CORPORATION, Plaintiff.

VS.

GEORGE FOWLER, Doing business as BAMA JEWLER,

Defendant.

IN THE
CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA.
IN EQUITY.

NO. 3775

#### STIPULATION:

It is stipulated by and between the parties to this cause, acting through their respective Attorneys, Hon. E. G. Rickarby, representing the Plaintiff, and Hon. John V. Duck, representing the defendant, that the testimony of Bobby Fowler and George Fowler, may be taken by Louise Dusenbury, Official Court Reporter, Twenty-eighth Judicial Circuit of Alabama, and Notary Public for the State of Alabama, under Act 375 of the Legislature of Alabama, on Tuesday, April 21, 1959, at 1:00 o'clock P. M. in the Courthouse, Bay Minette, Alabama, without further formal notice, and that the signature of said witnesses to their said testimony when so transcribed is hereby waived.

GEORGE FOWLER, THE DEFENDANT, BEING FIRST DULY SWORN, TESTIFIED

#### AS FOLLOWS:

Examination by Mr. Rickarby, Attorn ey for Plaintiff.

- Q. What is your name, please?
- A. George Taylor Fowler.
- Q. Mr. Fowler, are you the defendant in this case?
- A. I am.
- Q. On or about the 13th day of February 1959, did you get some diamonds from the Plaintiff in this case?
- A. Did I get the diamonds?
- Q. Yes did you get some diamonds?
- A. On that exact date I would have no way of knowing without check my records -- I have gotten diamonds from the Plaintiff.

  --Isn't that about the date he got the diamonds from my wife?
- Q. I hand you a statement of account and ask you whether or not that account shows charges for diamonds which were received from Levins by you?
- A. That was a credit of \$782.55 from Levins to my wife for Merchandise that he picked up.
- Q. The question I was asking Do these items here represent diamonds that you had gotten?
- A. I am sure the balance of \$531. is correct all but \$60.00 which we went the previous week and in all of the excitment Bobby forgot to mention that; rather than question that, I had rather let it go as \$531.00 Bobby sent them \$60.00 the previous week, but

rather than get it complicated, we will say it was \$531.00

- Q. At the time this suit was filed there was \$531.00 balance due on the diamonds you referred to? -- The diamonds that you had received?
- A. Yes sir, from Bob Levins.
- Q. The Plaintiff in this cause?
- A. Yes sir.
- Q. Less a credit of \$60.00 to which you think you are entitled?
- A. Right.
- Q. Do you owe this balance just stated?
- A. Oh yes.
- Q. You do owe it?
- A. I do owe it -- Mr. Rickarby, I am glad you are the Attorney in this case If you will go back with my experience on the \$3400.00 that I loaned him and he went back and sued me Bobbie and I both agreed that the only way we would deal with Levins would be on our own terms and we made sure that we took it on consignment and paid him as we got paid we made the agreement in front of witnesses I made certain of that on account of my past dealings the merchandise is sold I have the ownership to the title, but it is sold and then from the payments as they came in, we have been sending checks for, and to date the amount that has been paid on this, I think it is \$100.00; it is paid as we are paid.
- Q. Do I understand you to say there was an agreement whereby you were

not to pay for this merchandise until the happening of a certain ever

- A. That is right.
- O. What was that?
- A. When I was paid for the merchandise.
- Q. When you were paid for the merchandise, then you were to pay Bob Levins, Inc.?
- A. Wes sir.
- Q. Before whom was this agreement made?
- A. Well there were three people that knew of the agreement.
- Q. Who were they?
- A. One was the watch-maker, Howard Gresham, Louise Mixon and Earl

  J. Tefft; I made sure that those people heard our conversation,

  knowing the situation and from previous experience that we had

  had --
- Q. Where do those people live?
- A. All three live in Fairhope, Alabama.
- Q. What was the agreement?
- A. The agreement with Bob was, that he would put the merchandise in the store on consigmment basis; if I didn't sell it he would take it back and if I sold it he agreed to wait until I got paid for it, because of lot of the merchandise like this has to be sold on time.
- Q. When was this agreement made?

- A. Do you remember the date of the suit -- when the prior suit was settled the \$3400.00 deal -- Ot was three or four months after that that he came back.
- Q. Would you please look at that itemized statement the first bunch of merchandise he gave you, according to that statement was the 29th day of August, 1958?
- A. I think it was prior to that some time in May after that last incident he waited two or three months before he came back.
- Q. Did you buy anything from him prior to the 29th day of August, 1958?
- A. No, I don't think so; he was in bankruptcy prior to that time which was January and February.
- Q. Who was in Bankruptcy?
- A. Mr. Bob Levins.
- Q. Individually, or how?
- A. The Corporation.
- Q. Where did he go into bankruptcy?
- A. New Orleans.
- Q. Then you took merchandise from him under consignment?
- A. That is right.
- Q. You made no purchases?
- A. No, I wouldn't do that.
- Q. Every one of the witnesses heard the agreement?
- A. Yes sir.

- Q. Every one of the witness you named?
  A. Yes sir; every one will stand up and tell you; I over-done it
  because of my past experience with Levins.
- Q. Was that agreement reduced to writing?
- A. No; the other one wasn't either, but it cost me \$300.00.
- Q. Did you report the sales as you made them?
- A. No. As a matter of fact, Rick, when he came up he didn't have us charged for \$300.00 he didn't know about that and we told him about it. In otherwords, he told me if I sold them it would be fine and as I collected he would collect and I sold them under the guarantee that I would be responsible for them; he had no liability there, but none of the merchandise was under formal sale a lot of this was sold to different customers of mine that he went out and sold to.
- Q. I will ask you this: Were any payments for this merchandise any money other than money that was received for the merchandise
  you sold under consigment?
- A. No.
- Q. How about that last item?
- A. He sold Chuck Forest a horse-shoe ring and diamond watch and gave me \$100.00
- Q. Were any payments made on this other than the sale of merchandise?
- A. The only thing would be this commission that he gave me on the merchandise he sold to Chuch Forest of \$100.00.

- Q. So some of the payments on this account were not for the sale of merchandise?
- A. Actually this wasn't a payment in the form of money; he just deducted it from the bill.
- Q. How many different customers owe you for Bob Levins' diamonds?
- A. I would say four or five at the most.
- Q. Could you give us a list of them?
- A. I can get itup for you and will be glad to do so.
- Q. Do you know how the money is due to come in?
- A. Yes sir, roughly \$10.00 to \$20.00 a month. As you can see from 3/18 to 4/21 \$75.00 has been collected.
- Q. Is that the way you have been making payments?
- A. The \$60.00 payment, that is a bunch that we gathered up and mailed out to them, but as far as the payment for the merchandise, it will be paid and it is coming in but it will be paid according to the agreement Mr. Levins and I made.
- Q. When will it be paid?
- A. If the money continues to come in like it is now, I won't be long; we have a pay record on the customer; we can make a list of that too.
- Q. Are all of the accounts current?
- A. I am sure they are.
- Q. Didn't you state that you guaranteed the credit of the people to whom you sold?

- A. Naturally I did, because I have recourse to repossess the diamonds.
- Q. Mrs. Fowler is an employee of Bama Jeweley Company?
- A. I guess you would consider her an employee.
- Q. Did she have authority to take care of the business there in the store when you were not there?
- A. Yes sir.
- Q. Did you find any fault with this merchandise?
- A. No, that is one reason I did business with the man; he had good merchandise.
- Q. Are Is all of the merchandise paid for not?
- A. Do you mean, is he and I clear? All we lack is the collections under the consigned items.
- Q. Is all of the merchandise he let you have paid for?
- A. He repossessed what was left; he walked in and took what merchandis was there.
- Q. Let me ask you once more: --
- A. What merchandise do you have reference to?
- Q. All of the merchandise you received from him?
- A. No it is not all paid for; it is all paid for except the balance this difference here.

## ON EXAMINATION OF THIS DEFENDANT, BY MR. DUCK, HE TESTIFIED:

Q. Mr. Fowler, directing yourattention to this itemized statement, on the 13th day of February, merchandise returned, shows a credit of

- \$782.65. Just why was that big credit given to you on that particular day \$782.65--
- A. John, direct that question to my wife; she returned the merchand is to them --
- Q. On your payment schedule, September 10th. payroll check \$401.15 As I understood it -- I'm just going over what Mr. Rickarby said all of these payments were for merchandise you had received from
  Mr. Levins and put out on conditional sales contracts or cash
- = sales?
- A. That is right.
- Q. You didn't take any of your other moneys to make the payments? They were made as the goods were sold?
- A. That is right.
- Q And the balance that you are being sued on now is being paid off as the merchandise is paid for by your customers?
- A. Yes sir.
- Q. The merchandise is out under conditional sales contracts?
- A. Yes sir.

### ON RE-DIRECT EXAMINATION OF THIS DEFENDANT, HE TESTIFIED:

Examination by Mr. Richarby.

- Q. Now on September 10th. you made a payment of \$401.15, according to this statement. Was that payment made from money that you received for merchandise of Bob Levins?
- A. I am sure it was--
- Q. --That you had sold?

- A. I am sure it was.
- Q. Was that all of the money you received, or were you to take a commission for the sale?
- A. Rick, I paid him my cost on the merchandise the actual cost on the merchandise. In otherwords, if he sold me a half carat for \$150.00 and I sold it for \$300.00, he got his \$150.00--
- Q. Would you repeat again the exact agreement you had as to consignment with Bob Levins, Inc?
- A. Mr. Levins would put merchandise in my store; as I would sell it,
  I would pay him his cost; any merchandise that I had to put out
  on time payment, Mr. Levins would get paid as I got paid for the
  merchandise.
- Q. No records were made to Levins on what merchandise you sold?
- A. No, If I gave you credit, then it was my responsibility; the only recourse I would have was to repossess the merchandise.
- Q. Were you individually doing business as Bama Jewelry at the time these goods were delivered to you?
- A. Yes sir.
- Q. Are you now doing business as Bama Jewelry?
- A. Incorporated --
- Q. But not individually?
- A. No.
- Q. When you receive these diamonds, do you sign receipts for them?
- A. No.

### CERTIFICATE:

I hereby certify that the foregoing, consisting of pages 1 to 10 both inclusive, correctly sets forth a true and correct transcript of the deposition of George Fowler as taken by me, under Act 375 of the Legislature of Alabama, on the 21st day of April, 1959, at the Court House in Bay Minette, Baldwin County, Alabama.

This 22nd day of April, 1959.

Official Court Reporter, 28th
Judicial Circuit of Alabama, and
Notary Public, State of Alabama at
Large.

DIAMOND IMPORTERS

JEWELRY MANUFACTURERS

**APPRAISERS** 

906 Maison Blanche Building

MAgnolia 3862

NEW ORLEANS 16, LOUISIANA

Dama Jovelry Fairhope, Ala.

August 29, 1958

COPY

		TERMS: 26 10d	ays, 2et 30.
#155 #154 #183	One yel. gold tiffany diamond ring, 0.46carats " wht. " " " " 0.52 " " " " " " 0.95 "		110,00 110,00 295,00 515,00
			515.00

DIAMOND IMPORTERS

JEWELRY MANUFACTURERS

APPRAISERS

906 Maison Blanche Building

MAgnolia 3862

NEW ORLEANS 16, LOUISIANA

Bame Jerolry Fairhope, Als. September 5, 1958

CODY

TERMS:	GASH
One diamond 2.93 carats, one yel. gold mounting and six small diamonds \$ (loose)	1.400.00
Sept. 5, 1958 Paid cash.	
(Ring set by Rudy Thomas in Mobile, sold to Mr. Stalwarth by George Fowler)	

DIAMOND IMPORTERS

JEWELRY MANUFACTURERS

**APPRAISERS** 

906 Maison Blanche Building

MAgnolia 3862

NEW ORLEANS 16, LOUISIANA

Done Jerolay Polyhope, Lle. September 19, 1996

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terms: 25 10, not 30 days

	TERMS: 25 10, 20t 30 d	aye
Z Two lk. gold tiffany diamond rings, light jet. One " " one carat	each, align, on 260.0 315.0 575.0	00 00 50

DIAMOND IMPORTERS

JEWELRY MANUFACTURERS

**APPRAISERS** 

906 Maison Blanche Building -

MAgnolia 3862

NEW ORLEANS 16, LOUISIANA

Desce Joycley Pairiope, Ale.

September 26, 1958

COPY

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DIAMOND IMPORTERS

JEWELRY MANUFACTURERS

**APPRAISERS** 

906 Maison Blanche Building

MAgnolia 3862

NEW ORLEANS 16, LOUISIANA

Bama Jewelry Fairhope, Ala.

October 6, 1959

COPT

TERMS: 2% 10, net 30 days

	TERMS: 25	AS: 2% 10, net 30 days			
	Two law. tiffany dia. rings, light halves @ 130.00 each	260.00			
		4			
2					

DIAMOND IMPORTERS

JEWELRY MANUFACTURERS

**APPRAISERS** 

906 Maison Blanche Building

MAgnolia 3862

NEW ORLEANS 16, LOUISIANA

Dama Jewelry Pairhope, Ala. October 15, 1958

COPY

Match ring-furnish 6 diamonds and eng. ring 50.00

DIAMOND IMPORTERS

JEWELRY MANUFACTURERS

**APPRAISERS** 

906 Maison Blanche Building -

MAgnolia 3862

NEW ORLEANS 16, LOUISIANA

igma Javolij Talijano Ala. Movember 12, 1958

TERMS:

energy Solder

32,50 One topes ring

DIAMOND IMPORTERS

JEWELRY MANUFACTURERS

**APPRAISERS** 

906 Maison Blanche Building -

MAgnolia 3862

TERMS:

NEW ORLEANS 16, LOUISIANA

Bane Jewelry Fairhope, Ala. November 14, 1958

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One	bridal set, light halve carat	:	110.00
37	" " 5/8 carats	 e e e e e e e e e e e e e e e e e e e	120.00
Ħ	tiffany diamond ring 7/8 carats		295.00
11	diamond wrist watch, 34 diamonds	•	225.00
			750.00

DIAMOND IMPORTERS

JEWELRY MANUFACTURERS

**APPRAISERS** 

906 Maison Blanche Building - MAgnolia 3862

NEW ORLEANS 16, LOUISIANA

Some Jevelin Fairingo, Ala.

November 15, 1956

TERMS: 200 One gents yellow gold dismond ring 5/8 carets 120.00

DIAMOND IMPORTERS

**JEWELRY MANUFACTURERS** 

**APPRAISERS** 

906 Maison Blanche Building - MAgnolia 3862

NEW ORLEANS 16, LOUISIANA

Bern Jereiry

December 3, 1950

COPT

;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;		TERMS:	
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.:			

DIAMOND IMPORTERS

JEWELRY MANUFACTURERS

**APPRAISERS** 

906 Maison Blanche Building

MAgnolia 3862

NEW ORLEANS 16, LOUISIANA

Bama Jevelry Fairhope, Ala.

December 13, 1958

net

COPY

TERMS:

One diamond dinner ring # 173 # 147 # 234 " wrist watch, 12 diamonds
Six double heart going steady" diamond rings @5.75 each

DIAMOND IMPORTERS

**JEWELRY MANUFACTURERS** 

**APPRAISERS** 

906 Maison Blanche Building - MAgnolia 3862

NEW ORLEANS 16, LOUISIANA

BANA Jewelly Fairbope, Als.

December 22, 1958

COPY

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 Furnish diamond on your job #5499		:	15.30
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BALDWIN COUNTY

	CIRCUIT	COURT,	BALDWI	N CC	UNTY
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TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are	Hereby Command	led to	Summo	m GEORGE	FOWLER,	Individually	and doing
6 600 / 1444	business		1.0				
				1.43			
							•
F			damar	within thirty ô	lays from the	e service hereof, to th	e complaint filed in
	uit Court of Bald	win C	ounty, S		na, at Bay M	inette, against <u>GEOI</u>	
by	BOB LEVI						
							, Plaintiff
Witness	my hand this		26	day	of Ti	<u></u>	59
	1-3-11-2		# "		<u>leei</u>	a file	Clerk

10. 3775 Page	Defendant lives at
THE STATE OF ALABAMA BALDWIN COUNTY	Sanhon
	RECEIVED IN OFFICE
CIRCUIT COURT	2/26 19
BOB LEVIN, INC.	, SI
Acorporation	I have executed this summons
Plaintiffs	this 10 May 19!
68 Try te our GEORGE POWLER, Individually	by leaving a copy with  As, Houley
and doing busings A A BEWLERS	
DATA JEWLERS  Defendants	Sheriff claims
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Clerk	
AUCE J. DUCK, CLERK	
Plaintiff's Attorney	Jary with she
Defendant's Attorney	1976 Deputy She
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BOB LEVIN INC.	Ø
	Ø
PLAINTIFF	Ŏ
	Ø
_VS_	Ŏ
	Q
GEORGE FOWLER, Individually	Ŏ
and doing business as BAMA JEWELERS,	ŏ
·	Ĭ
DEFENDANT	^

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW

### COMPLAINT

#### COUNT I

The Plaintiff claims of the Defendant FIVE HUN2 DRED THIRTY-ONE DOLLARS AND NO CENTS (\$531.00) due from him by account on, towit, the thirteenth day of February 1959, which sum of money with interest thereon, is still unpaid.

#### COUNT II

The Plaintiff claims of the Defendant of Five hundred Thirty-one and no/100 Dollars (\$531.00) due from him on account stated between the Plaintiff and Defendant on, to-witthe thirteenth day of February 1959, which sum of money with interest thereon is still unpaid.

#### COUNT III

The Plaintiff claims of the Defendant FIVE HUNDRED THIRTY-ONE AND NO/100 DOLLARS (\$531.00) due him for jewelry sold by the Plaintiff to the Defendant between, to-wit, the 28th day of august 1958 and the 23rd day of December 1958 which sum of money with interest thereon is still unpaid.

E. G. RICKARBY, Attorney for the Plaintiff

NOTE: The account sued on is evidenced by and itemized and verified statement, filed herewith.

E. G. Rickarby, Attorney for the Plaintiff.

Defendant's address: 393 Fairhope, Ava. Fairhope, Ala.

STATE OF LOUISIANA,
ORLEANS
PARISH.

Before me, the undersigned notary public, personally appeared BOB LEVIN, who, being duly sworn, deposes and says that he is President of BOB LEVIN, INC., a corporation, the owner of the attached account, and that the attached account is a correct statement of account between BOB LEVIN, INC. and GEOEGE FOWLER, individually, and doing business as BAMA JEWELERS, and that there is owing from the said GEOEGE FOWLER, individually, and doing business as BAMA JEWELERS, the sum of FIVE HUNDRED AND THIETY-ONE AND NO/100 (\$531.00) DOLLARS, with interest from the 13th day of February, 1959.

BOB LEVIN

Subscribed and sworn to before me on this the 16th day of February, 1959.

Conven B. Reed