

SUMMONS

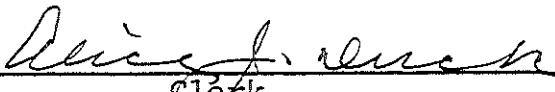
THE STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon H. L. HOBBS & COMPANY, 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, Alabama, at the place of holding same by DEVORE BROKERAGE CO.

Witness my hand this the 23th day of May, 1962.


Clerk

@@

COMPLAINT

H. L. HOBBS & COMPANY,)	
PLAINTIFF)	IN THE CIRCUIT COURT OF
)	
VS:)	BALDWIN COUNTY, ALABAMA
)	
DEVORE BROKERAGE CO.)	AT LAW
DEFENDANT)	

COUNT I:

The Plaintiff claims of the defendant FIVE HUNDRED, EIGHTY-THREE AND 23/100 (\$583.23) DOLLARS, due from him by account on, to wit: the 14th day of May, 1962, which sum of money, with interest thereon, is still unpaid.

COUNT II:

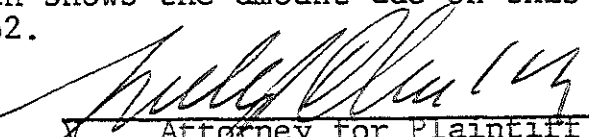
The Plaintiff claims of the defendant FIVE HUNDRED, EIGHTY-THREE AND 23/100 (\$583.23) DOLLARS, due from him on account stated between the Plaintiff and the Defendant on, to wit: the 14th day of May, 1962, which sum of money, with interest thereon, is still unpaid.

COUNT III:

The Plaintiff claims of the Defendant FIVE HUNDRED, EIGHTY-THREE AND 23/100 (\$583.23) DOLLARS, due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant on, to wit: the 14th day of May, 1962, which sum of money, with interest thereon, is still unpaid.

There is attached to the original hereof, an itemized statement of account, verified by the affidavit of a competent witness, sworn to before a Notary Public, which shows the amount due on this account as of the 22nd day of May, 1962.

The Defendant's address is:
Foley, Alabama


Attorney for Plaintiff

AFFIDAVIT

THE STATE OF ALABAMA,)

BALDWIN COUNTY.)

KNOW ALL MEN BY THESE PRESENTS, That SEWELL DEVORE first being duly sworn deposes and says as follows:

My name is SEWELL DEVORE and I am manager of the DEVORE BROKER-AGE COMPANY, Loxley, Alabama, which company is a truck broker and has been in business for more than ten (10) years. On May 12, 1962, R. C. CRAFT, Foley, Alabama, who is manager of the H. L. HOBBS & COMPANY, the Defendant in this case, called us for a truck to haul gladiolus to New York City. We furnished the truck which finished loading at 5:30 p.m. and they sent a drop list which included one at Baltimore, two at Philadelphia, and three in New York.

On this trip, ice was picked up seven times for a total of \$34.83 THIRTY FOUR AND 83/100 DOLLARS. The mileage on the truck was as follows:

Mobile, Alabama to Baltimore--	1048
Baltimore, Maryland to Philadelphia--	99
Philadelphia, Pennsylvania to New York--	<u>99</u>
For a total of	1246

This mileage at forty cents (40¢) a mile, equals FOUR HUNDRED NINETY-EIGHT AND 40/100 (\$498.40) DOLLARS. There were five drops at the rate of \$10.00 per drop which totals FIFTY AND 00/100 (\$50.00) DOLLARS.

RECAPITULATION:

Freight	\$498.40
Drops	50.00
Ice	<u>34.83</u>
TOTAL	<u>\$583.23</u>

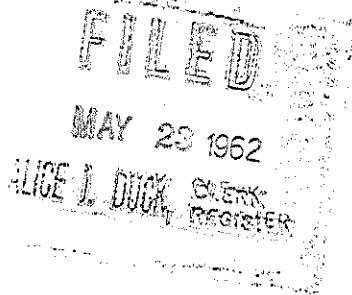
Each of the consumees signed for the shipments with no notation of damaged delivery and all deliveries were made without delay and promptly enroute with two drivers on the truck.

The ice and the Record Truck Lines charges have been paid by the DEVORE BROKERAGE COMPANY and this is a just claim after allowing all credits and the H. L. HOBBS & COMPANY owes DEVORE BROKERAGE COMPANY the amount of FIVE HUNDRED EIGHTY THREE AND 23/100 (\$583.23) DOLLARS.

Sewell Devore
Sewell Devore, Affiant

Sworn to and subscribed to before
me this the 22nd day of May, 1962.

[Signature]
Notary Public
Baldwin County, Alabama



Received 12 day of May 1962
and on 12 day of May 1962
I served a copy of the within
on H. L. Hobbs & Co.

By service on Dwight Devore
Devore

TAYLOR WILKINS, Sheriff
By [Signature] D. S.

[Signature]

Sheriff claims 72 miles at
Ten Cents per mile, Total \$ 7.20
TAYLOR WILKINS, Sheriff
BY [Signature]
DEPUTY SHERIFF

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

5152

SUMMONS AND COMPLAINT

H. L. HOBBS & COMPANY,
PLAINTIFF

DEVORE BROKERAGE CO.,
DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

FILED
MAY 25 1962
ALICE J. DUCK, CLERK
REGISTER

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

SUMMONS

THE STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon H. L. HOBBS & COMPANY, 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, Alabama, at the place of holding same by DEVORE BROKERAGE CO.

Witness my hand this the ¹²~~17~~th day of July, 1962.

Reece J. Duck
Clerk

~~~~~

COMPLAINT

|                       |   |                         |
|-----------------------|---|-------------------------|
| DEVORE BROKERAGE CO.  | ) |                         |
| PLAINTIFF             | ) | IN THE CIRCUIT COURT OF |
|                       | ) |                         |
| VS:                   | ) | BALDWIN COUNTY, ALABAMA |
|                       | ) |                         |
| H. L. HOBBS & COMPANY | ) | AT LAW - 5152           |
| DEFENDANT             | ) |                         |

COUNT I:

The Plaintiff claims of the Defendant FIVE HUNDRED EIGHTY-THREE & 23/100 (\$583.23) DOLLARS, due from him by account on, to wit: the 14th day of May, 1962, which sum of money, with interest thereon, is still unpaid.

COUNT II:

The Plaintiff claims of the Defendant FIVE HUNDRED EIGHTY-THREE & 23/100 (\$583.23) DOLLARS, due from him on account stated between the Plaintiff and the Defendant on, to wit: the 14th day of May, 1962, which sum of money, with interest thereon, is still unpaid.

COUNT III:

The Plaintiff claims of the Defendant FIVE HUNDRED EIGHTY-THREE & 23/100 (\$583.23) DOLLARS, due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant on, to wit: the 14th day of May, 1962, which sum of money, with interest thereon, is still unpaid.

There is attached to the original hereof, an itemized statement of account, verified by the affidavit of a competent witness, sworn to before a Notary Public, which shows the amount due on this account as of the 22nd day of May, 1962.

The Defendant's address is: FILED Attorney for Plaintiff  
Foley, Alabama

JUL 12 1962

RECEIVED J. DUCK, CLERK REGISTER

5152

SUMMONS

DEVORE BROKERAGE CO.  
PLAINTIFF

H. L. HOBBS & COMPANY  
DEFENDANT

Received 13 day of July 1962  
and 20 day of July 1962  
I served a copy of the within  
on H. L. Hobbs & Co.  
By service on R.C. Craft Mgr

TAYLOR WILKINS Sheriff  
By Carolee [Signature] D.V.S.

Foley

Sheriff claims 72 miles at  
Ten Cents per mile Total \$ 7.20  
TAYLOR WILKINS, Sheriff  
BY [Signature]  
DEPUTY SHERIFF

FILED

JUL 12 1962

ALICE J. DUCK, CLERK  
REGISTERED

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA

DEVORE BROKERAGE COMPANY,  
PLAINTIFF  
VS  
H. L. HOBBS & COMPANY  
DEFENDANT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW, NO. 5152

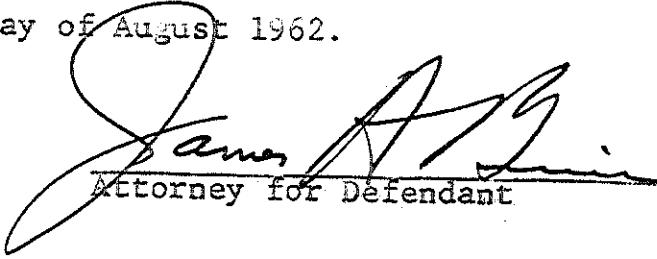
DEMURRER

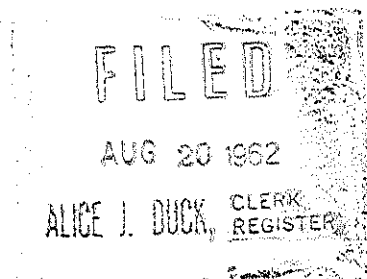
Comes the defendant, by its attorney, and demurs to the Bill of Complaint heretofore filed by the Plaintiff, and for grounds therefor, says:

1. For aught that appears, there is no account stated between the parties.
2. For aught that appears from the attached itemized statement to the Bill of Complaint, no merchandise, goods or chattels were sold to defendant by the plaintiff.

  
Attorney for Defendant

I hereby certify that a copy of this demurrer has been mailed to Hon. F. A. Christian, attorney of record for Plaintiff postage prepaid, this 18th day of August 1962.

  
Attorney for Defendant



DEVORE BROKERAGE COMPANY,  
PLAINTIFF  
VS  
H. L. HOBBS & COMPANY  
DEFENDANT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW, NO. 5152

DEMURRER

Comes the Defendant, by its attorney, and additionally demurs to the Bill of Complaint heretofore filed by the Complainant, and as additional grounds therefore, says:

3. Complaint fails to show cause of action.
4. For aught that appears, there is no showing whether Plaintiff is a corporation, partnership, association or sole proprietorship.

  
Attorney for Defendant



AMENDED COMPLAINT

DEVORE BROKERAGE COMPANY,  
an Alabama corporation,

PLAINTIFF

VS.

H. L. HOBBS & COMPANY,

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW, NO. 5152

COUNT I:


The Plaintiff claims of the Defendant FIVE HUNDRED EIGHTY-THREE AND 23/100 (\$583.23) DOLLARS, due from it by account on, to wit: the 14th day of May, 1962, which sum of money, with interest thereon is still unpaid.

COUNT II:

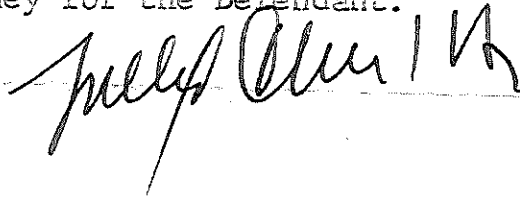
The Plaintiff claims of the Defendant FIVE HUNDRED EIGHTY-THREE AND 23/100 (\$583.23) DOLLARS, due from it on account stated between the Plaintiff and the Defendant on, to wit: the 14th day of May, 1962, which sum of money, with interest thereon, is still unpaid.

COUNT III:

The Plaintiff claims of the Defendant FIVE HUNDRED EIGHTY-THREE AND 23/100 (\$583.23) DOLLARS, due from it for merchandise, goods and chattels sold by the Plaintiff to the Defendant on, to wit: the 14th day of May, 1962, which sum of money, with interest thereon, is still unpaid.

  
Attorney for Plaintiff

Copy sent to James A. Brice, Esq.,  
Attorney for the Defendant.



FILED

FEB 7 63

ALICE I. DUCK, CLERK  
REGISTER

DEVORE BROKERAGE COMPANY, an  
Alabama Corporation Successors  
to DEVORE BROKERAGE COMPANY, a  
partnership composed of SEWELL  
DEVORE and CLIFF WELDON

Plaintiff

vs.

H.L. HOBBS & COMPANY

Defendant

)  
0 IN THE CIRCUIT COURT OF  
)  
0 BALDWIN COUNTY, ALABAMA  
)  
0 AT LAW, NO. 5152  
)  
0  
)  
0  
)  
0  
)  
0

PLEA IN ABATEMENT

Comes now the defendant, by its attorney, in the above styled cause, and files this his plea in abatement to the last Amended Complaint heretofore on this date filed by the plaintiff, and as grounds for this pleases down the following reasons:

1. That there is no Alabama corporation in existence using the corporate name, "DEVORE BROKERAGE COMPANY";
2. That Plaintiff is not using its proper corporate name, if any, in this cause;
3. That use of the proper corporate name, if any, by the Plaintiff is necessary to the maintenance of this suit;
4. That the styling of the Plaintiff in the last Amended Complaint is sham;
5. That the styling of the Plaintiff as "an Alabama Corporation" violates the provisions of Title 10, Section 2, Code of Alabama 1940, as amended.

*James A. Brice*  
Attorney for Defendant

DEMAND FOR TRIAL BY JURY

Comes now the defendant by its attorney and demands trial by jury on its foregoing plea in abatement.

*James A. Brice*  
Attorney for Defendant

State of Alabama )  
Baldwin County ) Before me, the undersigned, a Notary Public in and for said state and county personally appeared James A. Brice, being known to me, and being first duly sworn according to law, deposes and says:

That his name is James A. Brice; that he is attorney of record for defendant in the above cause; that he has read the allegations set forth in the foregoing plea in abatement, and that same are true.

Further deponent saith not.

*James A. Brice*  
Sworn to and subscribed before me this  
11th day of February, 1963.

*Ernest L. Blackman*  
Notary Public, Baldwin County, Alabama

FILED

FEB 11 1963

ALICE J. DUCK, CLERK  
REGISTER

14

DEVORE BROKERAGE COMPANY, INCORPORATED,  
an Alabama Corporation Successors  
to DEVORE BROKERAGE COMPANY,  
a partnership composed of  
SEWELL DEVORE and CLIFF WELDON,

Plaintiff

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

vs:

H. L. HOBBS & COMPANY,

Defendant

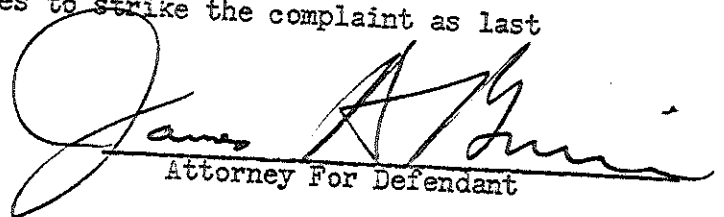
AT LAW, CASE NO. 5152

MOTION TO STRIKE


Now comes the defendant by its attorney, and moves to strike the complaint as last amended and the caption of the cause as it appears above, and as grounds therefor assigns the following:

1. That plaintiff was incorporated on July 6, 1962.
2. That complaint was initially filed on July 12, 1962.
3. That the amendment by substitution of Devore Brokerage Company, Inc. works a complete change of parties plaintiff.

Wherefore, defendant moves to strike the complaint as last amended.

  
Attorney For Defendant

Sworn to and subscribed before me this 11th day of February, 1963.

  
Notary Public, Baldwin County, Alabama

FILED

FEB 11 1963

ALICE J. DUCK, CLERK  
REGISTER

AMENDED COMPLAINT

*Incorporated*  
DEVORE BROKERAGE COMPANY, ~~an~~  
*an* Alabama Corporation Successors  
to DEVORE BROKERAGE COMPANY,  
a partnership composed of  
SEWELL DEVORE and CLIFF WELDON,

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

Plaintiff

vs:

AT LAW, CASE NO. 5152

H.L. HOBBS & COMPANY,

Defendant.

COUNT I:

The Plaintiff claims of the Defendant FIVE HUNDRED EIGHTY-THREE AND 23/100 (\$583.23) DOLLARS, due from it by account on, to wit: the 14th day of May, 1962, which sum of money, with interest thereon, is still unpaid.

COUNT II:

The Plaintiff claims of the Defendant FIVE HUNDRED EIGHTY-THREE AND 23/100 (\$583.23) DOLLARS, due from it on account stated between the Plaintiff and the Defendant on, to wit: the 14th day of May, 1962, which sum of money, with interest thereon, is still unpaid.

COUNT III

The Plaintiff claims of the Defendant FIVE HUNDRED EIGHTY-THREE AND 23/100 (\$583.23) DOLLARS, due from it for merchandise, goods and chattels sold by the Plaintiff to the Defendant on, to wit: the 14th day of May, 1962, which sum of money, with interest thereon, is still unpaid.

FILED

FEB 11 1963

ALICE J. DUCK, CLERK  
REGISTER

*Julius Chen / m*  
\_\_\_\_\_  
Attorney for Plaintiff

CASE NO. 5152

*an* DEVORE BROKERAGE COMPANY *incorporated*  
Alabama Corporation Successors  
to DEVORE BROKERAGE COMPANY,  
a Partnership composed of  
SEWELL DEVORE and CLIFF WELDON,

Plaintiff

vs:

H.L. HOBBS & COMPANY,

Defendant.

-----  
AMENDED COMPLAINT  
-----

FILED  
FEB 11 1963  
ALICE J. DUCK, CLERK  
REGISTERED

DEVORE BROKERAGE COMPANY  
INCORPORATED, an Alabama  
Corporation Successors to DEVORE  
BROKERAGE COMPANY, a partner-  
ship composed of SEWELL DEVORE  
and CLIFF WELDON,

PLAINTIFF

VS

H. L. HOBBS & COMPANY,

DEFENDANT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW, NO. 5152

ANSWER

Comes the defendant, by its attorney, and for answer to the complaint as last amended by the plaintiff, sets out the following separate and several pleas, to each count of the said complaint.

I

The material allegations of the complaint and each count thereof are untrue.

II

The plaintiff and the defendant on the 12<sup>th</sup> day of May, 1962, entered into a contract whereby plaintiff agreed to transport 4,395 dozen of cut gladioli flowers from the defendant's place of business in Foley, Alabama, to certain wholesale florist in Baltimore, Maryland, Philadelphia, Pennsylvania, and New York, New York, said places of delivery being known to the plaintiff; that said flowers were to be transported by motor truck to be furnished by the plaintiff; that said truck was to leave Foley, Alabama, on May 12, 1962, and was to complete delivery to the last of the said wholesale florist not later than 6:00 A.M. May 15, 1962; that said flowers were to be iced at all times en route so that the temperature of the air in the truck freight compartment remained between 50 and 55 degrees fahrenheit; that plaintiff agreed to do or cause to be done all the above acts, and further agreed to delivery of said flowers in a saleable condition; that in consideration for the plaintiff performing all the acts and things set forth herein, the defend-

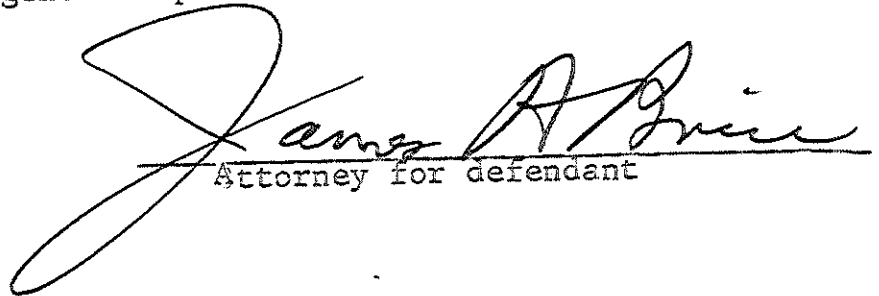
ant agreed to pay the plaintiff the amount claimed by the plaintiff; that plaintiff, acting by and through its agents, servants, or employees did not perform certain of the promises contained in the contract between the parties in that said delivery was not made on schedule; that said truck was allowed by the plaintiff or his agents or employees to become overheated prior to delivery so as to cause said flowers to rot, deteriorate, and become unsaleable; that the plaintiff has not performed those conditions precedent to payment of said sum claimed by plaintiff, hence plaintiff ought not recover; that defendant suffered damages in the amount of One Thousand Four Hundred Ninety-six and 20/100 (\$1496.20) Dollars as a result of the failure of the plaintiff to perform its part of the contract or agreement; that said damages were the amount of sales of the said flowers which plaintiff delivered in an unsaleable condition, which because of plaintiff's failure to perform were lost to defendant, which sum defendant offers to set off against the demands of the plaintiff.

### III

By way of recoupment defendant claims of the plaintiff the sum of One Thousand Four Hundred Ninety-six and 20/100 (\$1496.20) Dollars for that on to-wit: May 12, 1962, plaintiff agreed to transport 4,395 dozen of cut gladioli flowers by motor truck, from Foley, Alabama, and to deliver same to certain wholesale florists in Baltimore, Maryland, Philadelphia, Pennsylvania, and New York, New York, on a schedule known to plaintiff or his agents, servants, or employees; to deliver same in a truck van wherein the temperature remained sufficiently cool to protect said flowers; and to deliver said flowers in good, saleable condition to the destinations known to the plaintiff; that plaintiff, acting through its agents, servants or employees in the line and scope of their employment negligently failed to perform any of the acts so agreed; that said flowers were delivered late, in a hot truck, and in an unsaleable condition; defendant has suffered damages as

a result of loss of sales of said flowers due to the defective quality caused by the plaintiff.

Wherefore, defendant prays that it have judgment against the plaintiff for the sum of One Thousand Four Hundred Ninety-six and 20/100 (\$1496.20) Dollars as damages for the loss proximately caused by the negligence of plaintiff.

  
Attorney for defendant

FILED  
FEB 20 1963  
ALICE L. DUK, CLERK



DEVORE BROKERAGE COMPANY, INCORPORATED, )  
an Alabama Corporation, successors to )  
DEVORE BROKERAGE COMPANY, a partnership )  
composed of Sewell Devore and Cliff Wel- )  
don )

PLAINTIFF

VS

H. L. HOBBS & COMPANY

DEFENDANT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW, CASE NO. 5152

DEMURRER

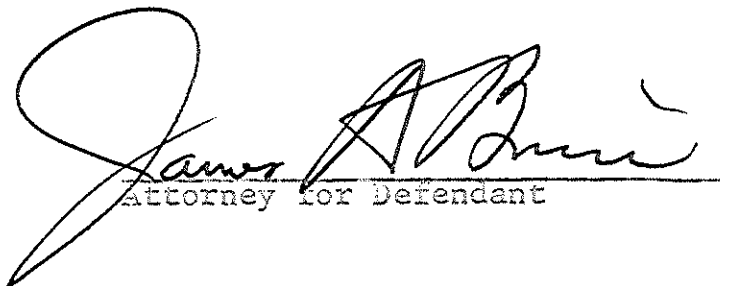
Comes the defendant and demurrs to the answer to Counts I, II and III heretofore filed by the plaintiff separately and severally and for grounds therefore says:

1) That Answers II, III and IV are special replications and cannot apply to pleas I and I-A.

2) That Count II is not specific as to its allegations to stand; that Counts II and IV fail to meet the requirements of Title 7, Section 234, that each be a brief statement of facts relied on as an answer to the plea.

3) That answer III is a departure from the complaint.

4) That II and IV are not grounds of replication to defendant's plea III.

  
Attorney for Defendant

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW, NO. 5152

AT LAW, NO. 5152

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AT LAW, NO. 5152

AT LAW, NO. 5152

DEFENDANT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW, NO. 5152

## D E M U R R E R

Now comes the plaintiff and demurs to Counts II and III of the defendant's answer filed herein.

1. That it does not state facts sufficient to constitute a cause of action against this plaintiff.
2. For that negligence is therein alleged merely as a conclusion of the pleader.
3. For that it is vague, indefinite and uncertain, in that it does not apprise this plaintiff with sufficient certainty against what act or acts of negligence plaintiff is called on to defend.
4. For that it does not appear with sufficient certainty what duty, if any, this plaintiff may have owed to the defendant.
5. For that it does not appear with sufficient certainty wherein this plaintiff violated any duty owed by plaintiff to the defendant.
6. It affirmatively appears therefrom that this plaintiff owed no duty to the defendant which this plaintiff negligently breached.
7. ~~It affirmatively appears therefrom that the defendant was~~ guilty of contributory negligence which would bar its recovery.
8. It affirmatively appears therefrom that the injuries of which the defendant complains were proximately caused by its own negligence.
9. For that the defendant endeavors to set out the quo modo of the plaintiff's alleged negligence but that the allegations in support thereof fail to state a cause of action against this plaintiff.

10. That said counts are "sounding in damages merely".

11. For it affirmatively appears that the damages claimed are speculative.

12. For aught that appears, the damages claimed are speculative.

13. For that said counts are vague, indefinite and uncertain.

14. For that said counts are repetitious and duplicitous.

15. Said counts are multifarious:



Attorney for plaintiff

Copy delivered to James A. Brice, Esq.  
at 10:30 a. m., February 27, 1963.

DEVORE BROKERAGE COMPANY, INCORPORATED, )  
an Alabama Corporation, successors to )  
DEVORE BROKERAGE COMPANY, a partnership )  
composed of Sewell Devore and Cliff Wel- )  
don )

PLAINTIFF

VS

H. L. Hobbs & Company

DEFENDANT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW, CASE NO. 5152

AMENDED ANSWER

Comes now the defendant in the above styled cause and amends the answer heretofore filed on the 20th day of February 1963, by adding thereto the following separate and several pleas:

I-A

Not guilty.

IV

Further comes the defendant, pleading specially, by way of recoupment, claims of the plaintiff *One Thousand <sup>Two Hundred</sup> and <sup>Three</sup>* *+ 75/100 (#1203.75)* Dollars, damages for the breach of an agreement entered into by the defendant and the plaintiff in the forenoon of the 12th day of May 1962, in substance as follows: plaintiff agreed to transport three thousand seven hundred fifty-eight (3,758) dozen cut and boxed gladioli flowers from Foley, Alabama, to Baltimore, Maryland; Philadelphia, Pennsylvania; and New York, New York; that plaintiff agreed to transport the said cut gladioli flowers at its expense between the aforesaid town and cities, and to transport the said flowers in a closed, refrigerated motor van, or truck, commonly known as a "reefer truck"; that plaintiff agreed it would constantly maintain the air temperature of the interior freight compartment of said reefer truck, from the time of loading of said flowers to the time of delivery of last part thereof by plaintiff, at a minimum of 50 degrees <sup>temperature</sup> and a maximum of 55 degrees <sup>temperature</sup> Fahrenheit; that plaintiff agreed to accept the said flowers at defendant's place of business in Foley, Alabama, on the afternoon of May 12, 1962, and to deliver 672 dozen of said

flowers to Louis B. Glick & Son, wholesale florist, Baltimore, Maryland, on the early forenoon of May 14, 1962; to deliver 446 dozen of said flowers to William W. Armbruster, and 1090 dozen of said flowers to Zieger & Sons, both wholesale florists, at their respective places of business in Philadelphia, Pennsylvania; and to deliver to B. Jacobs Cut Flower Company, Inc. 250 dozen of said flowers; George Stathes & Co., Inc. 100 dozen of said flowers; John A. Kiamos, Inc. 600 dozen of said flowers; and Manhattan Cut Flower Co., Inc. 600 dozen of said flowers, all the latter four deliveries to be made at the respective places of business of the said latter four wholesale florists in New York, New York; that plaintiff was to complete delivery of all the said flowers in New York aforesaid on or before 6:00 A.M. New York time, May 15, 1962; that plaintiff agreed to deliver said flowers as aforesaid; that plaintiff agreed to protect the said flowers in the manner aforesaid, to constantly maintain aforesaid air temperature of the said freight compartment of said reefer truck by keeping a sufficient quantity of ice in the ice compartment of said reefer truck, at all times between Foley and place of final delivery in New York, of said flowers, all according to instructions of defendant made known to plaintiff by defendant; that plaintiff agreed to deliver said flowers to aforesaid destinations on the aforesaid dates, and to protect and cool said flowers as aforesaid at all times en route from Foley to place of last delivery in New York;

That upon delivery of said flowers, and only upon delivery of said flowers under the cooling methods aforesaid<sup>by</sup> defendant, without breach of this agreement by plaintiff, defendant promised to pay plaintiff the sum of Five Hundred Forty-eight and 40/100 (\$548.40) Dollars together with the cost of ice purchased by Plaintiff for cooling said reefer truck compartment.

And the defendant says that the duty of the defendant to pay the aforesaid sum of money to plaintiff was dependent upon the performance by the plaintiff of delivery of said flowers belonging

to defendant to aforesaid destinations and delivery of said flowers under the cooling methods aforesaid, without breach of this agreement by plaintiff; that plaintiff has failed to comply with the following provisions, thereof, viz:

That plaintiff breached his duty to defendant to deliver said flowers to aforesaid destinations under the air temperature cooling methods agreed upon by the parties hereto as a part of this agreement; that plaintiff breached his duty to deliver said flowers to said destinations in a constantly cooled condition in that all of said flowers were delivered in a hot, moist, mouldy condition; that plaintiff breached its duty to defendant in that plaintiff had knowledge that said flowers were perishable and required constant cooling in order to be delivered to aforesaid destinations in a properly cooled condition, ready for sale or resale to the flower market, and agreed to deliver same in such a properly cooled condition to said destinations, but that plaintiff knowingly owing such duty of care of said flowers to defendant, failed to perform said duty; in that plaintiff undertook a duty to defendant to deliver said flowers to said destinations and to care for and properly cool said flowers while in its care to protect said flowers and to maintain same in a saleable condition while in its care, but plaintiff neglected to perform the necessary acts of properly cooling of said flowers;

And defendant avers that his damages aforesaid were proximately caused by plaintiff's breach of his agreed duty or covenants aforesaid.

V

Further comes the defendant, pleading specially, avers that there is failure of consideration for the account claimed by the plaintiff in that plaintiff on May 12, 1962 agreed to haul 3,758 dozen cut gladioli flowers, property of defendant, in a reefer truck, to defendant's customers in Baltimore, Maryland, Philadelphia, Pennsylvania, and New York City; to protect same while hauling by continuously icing said flowers to protect same against overheating and rotting; and to deliver same to all defendant's customers by early morning of May 15, 1962; that said flowers were fresh and in good condition for shipment when delivered to Plaintiff, but plaintiff while hauling same as aforesaid, failed and neglected to protect defendant's said property en route, by icing, and the heat of said reefer truck proximately caused by plaintiff's omission to properly ice, caused spoilage of said flowers, to the whole injury of defendant, thence plaintiff ought not recover.

VI

Comes now the defendant, pleading specially, and avers that plaintiff, on May 12, 1962, for the amount set forth in its complaint, agreed to haul and deliver cut flowers, property of defendant, from Foley, Alabama to defendant's customers in Baltimore, Philadelphia and New York City, by May 15, 1962, and to exercise due care for said flowers by cooling same with ice while in its care; that plaintiff breached said duty of care by neglecting to so cool said flowers with ice; that plaintiff's said breach of its duty of care proximately caused said flowers to be greatly reduced in value to the injury of defendant; hence plaintiff ought not recover.

VII

Further comes the defendant, pleading specially, by way of recoupment, and for this plea adopts all of the words and figures of Count IV and adds thereto wantonly and wanton immediately after the word plaintiff in the last two paragraphs thereof excepting only the averments that "plaintiff had knowledge."



and "plaintiff knowingly" and substituting on the next to last line of the next to last paragraph the words "wantonly failed" for the word "neglected" appearing thereat.

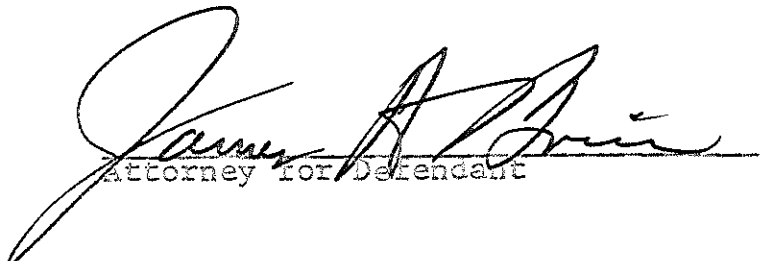
VIII

Further comes the defendant, and pleading specially, avers that at the time alleged in the complaint plaintiff agreed to all acts, to-wit: those words of Count VI beginning with "to haul" and ending with "its care" which defendant for this plea adopts; that plaintiff engaged a third party to carry out said acts; that said third party, or its agent or employee acting within the line and scope of his employment, wholly failed to carry out said acts for plaintiff by failure to keep said defendant's flowers cool, and by allowing spoilage of same to defendant's injury; that plaintiff at the time of completion of delivery by said third party had not paid said third party for its services and was under no legal obligation to so pay said third party for its negligence in handling said flowers; that defendant notified plaintiff before plaintiff paid said third party of the injury to defendant's flowers but plaintiff disregarded such notice and paid third party without investigation; that plaintiff's claim, if any, is against said third party and not against defendant; hence plaintiff ought not recover from defendant.

IX

Comes the defendant, pleading specially, by way of bar, and avers that at the time of the alleged transaction, plaintiff had not complied with the requirements of Title 48, Section 301 and its parts, Code of Alabama 1940, recompiled 1958; that it was not acting lawfully and did not afford defendant or any of its customers the protection required by said statute and that having acted illegally and having damaged defendant by allowing his cut flowers to be spoiled by lack of icing or improper icing while denying defendant the remedy provided by said statute plaintiff ought not recover.

FILED  
FEB 28 1963  
ALICE L. DUCK, CLERK  
REGISTER

  
Attorney for Defendant

DeVORE BROKERAGE COMPANY

Plaintiff,

VS.

H. L. HOBBS,

Defendant.

IN THE

CIRCUIT COURT OF BALDWIN

COUNTY, ALABAMA.

AT LAW. 5125

January 24, 1963.

LEO SMITH, A WITNESS FOR THE PLAINTIFF, BEING FIRST DULY SWORN,  
TESTIFIED AS FOLLOWS:

Examination by Mr. Christian.

Q. Will you please state your name?

A. Mr. E. O. Smith.

Q. Where do you live, Mr. Smith?

A. Henderson, Tennessee.

Q. What is your occupation?

A. I am a truck driver.

Q. What kind of truck driver?

A. Long distance driving.

Q. Do you know Mr. DeVore here?

A. Yes sir.

Q. And where were you - - Do you recall where you were on the 11th day of ~~December~~ May and the 13th, 14th and 15th day of last May?

A. On the 11th. I was coming back down here where we had an established office.

MR. BRICE: We object, unless he says where.

Q. Where, here in Bay Minette?

A. I mean Loxley, Alabama.

Q. Why were you in Loxley, Alabama?

A. We were hauling stuff out from here during the rush season

Q. Could you state what time you did arrive here? - what day and date?

A. Sometime during the night on the 11th, or it could have been on the 12th.

Q. Did you go to see DeVore that morning?

A. Yes sir.

Q. Do you remember what day that was?

A. The 12th.

Q. What happened?

A. Mr DeVore sent me to Foley to load a load of Flowers.

Q. What kind of flowers were they?

A. Cut Flowers; I don't know anything about them, but they said Glads.

Q. Do you remember what time you went to Foley?

A. We got to Foley about noon.

Q. What did you do when you got to Foley?

A. Went to get our stuff loaded.

Q. Then what did you do after that?

A. Went around to the shed to get the load of flowers.

Q. Do you recall how many flowers you loaded, and the routing, etc.?

A. Well, I signed the bills and counted them at that time - how many it was, and I signed the bill for the amount of boxes and crates I got.

Q. Would you recognize that bill if you saw it?

A. Yes sir.

Q. Would you examine that bill there ?

A. Yes sir, that is the bill I picked up, and that is my

signature on the bottom.

Q. So then that is the bill you got?

A. That's right.

Q. Then did you assist in loading these flowers?

A. I was there; I didn't heap load any; I was there to see that I got the amount I was supposed to get.

Q. How many hampers were loaded, could you tell from this statement here?

A. Well there were - - I don't know the exact amount now, but I did then, but deliveries were according to what the bill shows.

Q. How many hampers does it show?

A. Well it shows different amounts for different drops I had at different places.

Q. Could you add that in your head?

A. I doubt it; I'm not too good on figures.

Q. 30 and 30?

A. Yes sir, and 10 more and then 50 more -- there is 150 and 30 more is 180 and 5 is 185 --

Q. Was there any statement made when the flowers were being loaded?

A. The man said he was loading some stuff that the people didn't order.

Q. You heard him state that?

A. He didn't tell me, but he was talking to his help, or any body that wanted to listen to him.

Q. Do you know that he said that?

A. Yes sir.

Q. Do you know who that was?

A. The man supervising the loading.

Q. Could you tell from this statement the day or time you finished loading

A. We finished loading at 5:30 that afternoon.

Q. How do you know that?

A. By the time that is on the bill there, and the time of the afternoon it was.

Q. That statement is up here on this bill of lading, or whatever you want to call it?

A. Yes sir.

Q. Then what did you do after you had these flowers loaded?

A. I came from there up to Loxley where they billed me out from DeVore's.

Q. How long did you stay in Loxley?

A. Approximately an hour from the time I left there until I got my bill.

MR. CHRISTIAN: I offer this as Plaintiff's Exhibit 1 for the Plaintiff.

Q. Then where did you proceed to then?

A. We went to Mobile and iced up again

Q. Do you have a ticket from Mobile?

A. Yes sir.

Q. Could you show me that ticket?

A. This one.

Q. All right - that is at Crystal Ice Compant, 5/12/62?

A. Yes sir.

MR. BRICE: Are you going to introduce that?

MR. CHRISTIAN: Yes.

Q. That is ticket No. 5339?

A. Yes sir.

Q. And that was May 12, 1962?

A. Yes sir.

Q. That was in Mobile, Alabama?

A. Yes sir.

Q. What time was that, would you know?

A. Oh I would say about 7:30.

Q. Then what happened?

A. We pursued on the way to Baltimore Maryland where we had the first drop.

Q. In order to determine where your first drop was, how did you determine that?

A. By the bills that the man gave us when we loaded.

Q. Do you have that bill here?

A. Right here.

Q. That is Plaintiff's Exhibit 1?

A. Right.

Q. And when you delivered it there at Baltimore, was there some one there to receive the merchandise?

A. Yes and we put the delivery into the storage, and we carried the bill in and he examined the bill.

Q. Did he have an opportunity to examine the flowers?

A. All of the time we were delivering the flowers.

Q. Then where did you proceed to?

A. Philadelphia, Pennsylvania.

Q. And you dropped flowers at the places stated on the bill which is Plaintiff's Exhibit 1?

A. Yes sir.

Q. Going back to Baltimore, was any comment or any notation made on the freight bill about the quality of the flowers?

A. No sir.

Q. What about in Philadelphia?

A. Same as the rest.

Q. Did they make any complaints?

a. Not a bit.

Q. Did he sign the receipt?

A. Yes sir.

Q. Then you had two drops in Philadelphia?

A. Yes sir.

Q. Then where did you go?

A. To New York.

Q. Did you have drops in New York?

A. Four.

Q. Four drops in New York?

A. Yes sir.

Q. Did you deliver the flowers to the various drops according to the bill?

a. Yes sir.

Q. Was there some one there to receive the flowers?

A. Yes sir.

Q. Did they examine them?

A. Yes sir.

Q. Were there any complaints?

A. None.

Q. Were they signed for?

A. Yes sir.

Q. Are these the genuine signatures of the people who received the flowers?

A. I don't know the people, that that is the one that received the flowers.

Q. That was the man in charge and the man that accepted the flowers?

A. Yes sir.

Q. How many drops did you have there?

A. I had seven drops in all.

Q. Did each drop have an opportunity to examine the flowers?

A. Yes sir.

Q. The man was there to receive the flowers? - - The man in charge?

A. The man received the flowers and signed the bill.

Q. He examined the flowers?

A. We had to carry them in and put them where he told us to.

Q. How long would that take?

A. 30 to 45 minutes at either place and longer where there was a bigger drop.

Q. Did you notice any damaged flowers?

A. The flowers were crated or in boxes; I had no cause to examine them.

Q. These people had a chance to examine them and they signed that they received them and made no comment about them being in bad condition?

a. None whatever.

Q. Can you tell by this how many times you picked up ice on the trip?

A. I could look at the tickets but in my mind, I couldn't.

(Witness examines the tickets)

A. Six times.

Q. Could you tell how many pounds of ice you picked up during the trip?

A. 6,600 pounds.



Q. These various slips here show where you purchased the ice and the amount purchased?

A. Yes sir.

Q. That is the receipts?

A. Yes sir.

Q. And did you pick up ice along the way?

A. Yes sir.

Q. Not all at one time?

A. No sir; various times.

Q. Now where did you put this ice?

A. In the bunker in the front of the trailer.

Q. How much would the bunker hold if it were full?

A. 1500 to 1800 pounds; that would vary on account of the different places, because where they store the ice some would be melted down; it was brought out in 300 pounds blocks and they chip it up.

Q. The kept the bunker filled?

A. Yes sir.

Q. What else is used to cool?

A. We had a motor on front with the blower going to circulate the air through the trailer.

Q. Did you keep this motor running at all times?

A. Yes sir, at all times, except when we stopped to refuel, and we would cut the motor off to gas and oil up and refuel.

Q. How long did you cut it off?

A. For five minutes.

Q. If you went into a place to eat, would you leave the motor running?

A. At all times.

Q. Was the truck sufficiently cold and iced at all times?

A. Yes sir.

Q. Would 6,600 pounds of ice been sufficient for the job?

A. Yes sir.

Q. Could you tell us what the <sup>last</sup> time you got ice -- Could you go through these and tell us what the place and dates that you got ice?

A. I believe the 14th is the last time.

Q. What date and day did you make the delivery in New York?

A. The 15th at 4 o'clock in the morning.

Q. Tuesday Morning?

A. Yes sir.

Q. What time in the morning would you say it was?

A. We got there at 4:00 o'clock, and were there before the stores opened.

Q. What time do the stores open?

A. 4:00 o'clock.

Q. That is the warehouses?

A. Flower market or whatever it was.

Q. What were your instructions or timing instructions when you left Foley? Did you have instructions?

A. Yes sir; he told me to be in Baltimore Tuesday -- No he told me to be in Baltimore Monday and Philadelphia Monday.

Q. Were you there?

A. Yes sir.

Q. Did he specify any time to be there on Monday?

A. Yes sir, he specified that I be there Monday - no time set; just to be there Monday.

Q. Did he specify any time to be in New York?

A. 4:00 o'clock Tuesday morning.

Q. Were you there at 4:00 Tuesday morning?

A. Yes sir, before 4:00 o'clock.

Q. When you got there, you were not only in New York at 4 o'clock, but you were at these places?

A. Yes sir.

Q. Did anybody object to you being late or anything?

A. No sir.

Q. That was Tuesday morning?

A. That's right, May 15th.

Q. You delivered those flowers to these various places?

A. Yes sir.

Q. And they had an opportunity to inspect the flowers?

A. Yes sir, I carried the flowers in and put them in the cooler.

Q. And the man in charge signed for them?

A. Yes sir.

Q. There were no complaints about the flowers or the time the were delivered?

A. Not a bit.

Q. Is this Plaintiff's Exhibit 1 - - Where did you get that?

A. From the man that loaded the flowers where I loaded them in Foley.

Q. You had it signed and brought it back as a receipt for the deliveries?

A. Yes sir.

Q. And these tickets here are what?

A. Ice tickets.

Q. Ice purchased on the trip?

A. Yes sir.

Q. And put in the truck?

A. Yes sir.

MR. CHRISTIAN: I would like to introduce these ice tickets as Plaintiff's Exhibit 3.

Q. Did you add up the ice tickets?

A. No sir.

Q. What did you do with them?

A. I brought them back to Mr. DeVore.

Q. Those are the ice tickets used on the trip?

A. Yes sir.

Q. In making the trip in a truck-van from Foley through Baltimore, Philadelphia and New York, is the time from say late Saturday night, loading at 5:30 and getting up to New York the following Tuesday morning, is that good time?

A. It is excellent time.

Q. Have you been a trucker for how long?

A. I have been trucking for about 12 years.

Q. Did you drive this truck along?

A. No sir, two drivers on it.

Q. Who was with you?

A. Assistant driver, Owens.

Q. Who was in charge of the truck?

A. I was.

Q. Did you move the truck along diligently?

A. Yes sir.

Q. You were with the truck at all times?

A. Yes sir.

Q. And you know about the icing?

A. Yes sir.

Q. You were either driving the truck, resting or sitting in the cab?

A. Yes sir; In otherwords, I was the man that had the money to operate the truck on.

Q. You are familiar with these exhibits here?

a. Yes sir.

Q. What is the purpose of REMARKS, on the bill here?

A. That is where you come up short, or have damaged stuff, I guess that would be what that is for -- remarks about that.

Q. Are there any notations under the Remarks, there?

A. Not a one.

Q. Nobody complained about the merchandise?

A. Not a one.

ON CROSS EXAMINATION OF THIS WITNESS, HE TESTIFIED:

Cross examination by Mr. Brice.

Q.

MR. BRICE: Your Honor, at this time we want to move to exclude the entire testimony of Mr. Smith, this witness, because there has been no showing by this witness that he knows whose flowers he was hauling, who he talked to or what place of business he went to.

THE COURT: Deny the motion.

MR. BRICE: Except.

Q. Mr. Smith, is Mr. Miller still basket ball coach at Henderson?

A. I don't even know him.

Q. Did you receive any specific handling instructions in making this trip?

A. What do you mean by that?

A. Were you told by Mr. DeVore or any one else how to care for the cut flowers?

A. All I was ever told, the man down there, and I guess Mr. DeVore too, told me to keep plenty of ice in the bunker up there at all times; the man told me that where I loaded at; I don't know the man's name, because I load a lot of stuff for a lot of people.

Q. Is that all you were told: To keep ice in the bunker?

A. Right.

Q. Who do you<sup>work</sup>/for or who did you work for?

A. J. W. Owens.

Q. You were not working for Mr. DeVore?

A. I was working for Mr. DeVore; he was getting us the loads; He would get the loads, but actually, the truck belonged to J. W. Owens, the one I was driving.

Q. Who paid you?

A. Well, Mr. DeVore paid for the truck; he is the man that paid for the truck.

Q. Mr. Owens paid you?

A. Yes sir, Mr. Owens paid me.

Q. You actually worked for Mr. Owens?

A. Yes sir.

Q. You were not working for Mr. DeVore?

A. Actually I was; he is the man that was getting the loads for us.

Q. You were an employee of Mr. Owens?

A. Yes sir.

Q. You identified these tickets, did you not?

A. Yes sir.

Q. Are all of these tickets correct?

A. Yes, I would say they are correct, because I had the expense money to operate the truck on.

Q. And you know that these tickets are correct in every detail?

A. I think they are.

Q. What route did you take from Foley to Baltimore?

A. We run 45 highway - - we run 90 from Loxley to Mobile, and from Mobile to Henderson Tennessee we run 45, and we run 100 from Henderson - -

Q. Which way are you going now?

A. East; we run 100 from Henderson to Nashville, and we run 70 from Nashville to Knoxville, and we picked up 11 and run on it to - - I couldn't tell you the exact town, but it was some place in Virginia and we turned across some highway - - I don't remember the number, into Baltimore; I couldn't tell you the name of the town, and from Baltimore we run 40 to Philadelphia.

Q. If I show you this atlas, could you pick that route out?

A. Yes.

Q. You were on 11 up through Tennessee?

A. From Bristol we went to Rhonoke; we didn't run the Interstate; we run 11 right on up through here.

THE COURT: Is there any question on slow delivery?

MR. BRICE: On routes and these tickets.

MR. CHRISTIAN: I think that it immaterial as to what route they took; just so they got there on schedule.

THE COURT: You would have a hard time setting up the shortest route.

Q. Would you say you took 11 within a close proximity of Baltimore?

A. Yes, I would say from 125 to 150 miles; it could vary either way, because the exact milage a lot of times - - I wouldn't be positive on that; the last icing was in Virginia or west Virginia, because there is just a narrow streak across Virginia.

Q. You bought ice in Foley?

A. Yes sir.

Q. And you bought ice in Mobile, as shown by your Exhibit 2?

A. Yes sir.

Q. Now then you bought ice in Verona, Mississippi?

A. Yes sir.

Q. Then did you buy ice in Henderson, Tennessee?

A. Yes sir.

Q. All right, these tickets show that you bought ice four times on May 13th, which was Sunday, was it not?

A. That would be Sunday.

Q. You bought ice in Verona Mississippi and Henderson Tennessee. Now here is a ticket that says "Atlantic Company" receipt for ice received?

Q. Where did you buy that ice?

A. I could not say exactly; where that was bought, because we bought ice as the bunker got low; we didn't want to let it run low of ice at any time, because we had to keep the stuff cool and we had to keep it iced; when you load a load of stuff that they bring out of the field it takes as much again ice to get the load cool as it does to keep it cool.

Q. Now would you say it was some where on the route between Henderson and Baltimore?

A. Yes sir.



- Q. Did you all buy ice on the 13th at New Castle, Delaware?
- A. New Castle Delaware ? - - Not on the 13th; that would have been on the 14th. I don't know why it was put on there the 13th; that would have put us a day earlier in Baltimore, because New Castle is between Baltimore and Philadelphia.
- Q. Do you remember me asking you if those tickets were correct?
- A. I had not looked at the dates on all of them; in other-words, the man could have made a mistake in dating the ticket.
- Q. You identified all of the tickets, didn't you?
- A. Yes sir, I identified all of the tickets, but I didn't look at the dates on all of them; the part I was interested in, when I was delivering the load, was getting the amount of money that it took to pay for the tickets; in otherwords, when the boy gave me the ticket, why I looked at the amount and I paid the boy; I wouldn't look at the date.
- Q. You iced three times before you got to Henderson, didn't you?
- A. Yes, counting the time we iced where we loaded before we started to loading; the first was iced up to cool the trailer.
- Q. How far is it from Foley to Henderson?
- A. About four hundred miles.
- Q. How far is it from Henderson to Baltimore?
- A. 650 or 700 miles. - - Something like that.
- Q. So in 400 miles ~~you~~ you iced three times and you iced at Hendeeson and how many times did you ice between Henderson and Baltimore?
- A. I guess one time.
- Q. One time in 700 miles?

A. Yes, but I explained that it takes as much again, or three times as much to cool a load as it does to keep it cool.

Q. You iced one time in 700 miles?

A. I don't know; I ice a lot of times during the year and in seven or eight months you can remember all of that stuff.

Q. How far is it from Verona, Mississippi to Henderson?

A. Approximately 100 miles.

Q. What is the average speed you made on this trip?

A. I don't know the exact average, but I would say we averaged 30 miles an hour or above.

Q. Now what time did you leave Henderson?

A. It was approximately 7:00 o'clock or something like that; it might have been 8:00 o'clock Sunday --

Q. What time did you get to Baltimore?

A. We got to Baltimore, Well I couldn't swear to that, because I was asleep when we went into Baltimore and the boy woke me up to help find the place we were to deliver to and it was about day light.

Q. That was on the 14th?

A. Yes, Monday.

Q. It was four o'clock or after?

A. Yes it was after 4 in Baltimore; I would say their time it was six or maybe seven o'clock; I can't remember whether I looked to see what time it was or not.

Q. So if I understand you right, sir, you went, during the time from 7:00 o'clock on Sunday morning until 4:00 o'clock the following Monday morning, 21 hours - - a 21 hour period from Henderson to Baltimore?

A. Yes sir.

Q. Which is 800 miles?

A. I don't know the exact mileage.

Q. Didn't you just testify that it was about 800 miles?

A. I said 650 or 700 miles, I believe.

Q. Oh, it is about 700 miles from Henderson to Baltimore?

A. Something like that; like I said, I don't check the miles too close.

Q. Now Mr. Smith, of each of these drops you say you made, you didn't open any of these boxes, did you?

A. None whatever.

Q. Did any of the consignees open the boxes?

A. That I could not swear to.

Q. While you were there?

A. I could not swear to that.

Q. Didn't you help put them in the cooler?

A. Me and the boys did, but they could have had time to open them while we went back and got another box.

Q. Did you see any one open a box?

A. No sir.

Q. Did you see any open boxes before you left each place?

A. No sir.

Q. Can you say there was any ~~xxxx~~ inspection of the boxes at any of the places you made drops?

A. No sir.

Q. How would you determine when the bunker needed more ice?

A. There is a little vent door in front of the trailer where you open them up to put your ice in and you can open them up and look in there and if you had pulled a trailer as long as I have, you might near know when you are getting ready for ice; in other words, the time and stuff like that, you look in there; all you have to do is to open the little door and look in.

Q. On the 700 miles between Henderson and Baltimore did you check the bunker several times?

A. Yes sir, every time we stopped.

Q. How often did you stop?

A. Every 300 or 400 miles; maybe stop for a minute, even in town you would stop and open the door and see if you were needing ice, or maybe stop to get a coke or something.

Q. And you determined during a part of the trip that you only needed to ice one time?

A. Between Baltimore and Henderson, Yes, I guess that is right; I am sorter like you - I've iced a lot of times during the summer --

Q. To your best recollection, you just iced one time?

A. I think that is right.

Q. You don't remember where that was?

A. Some where in Virginia or West Virginia; some where in that area. I am not sure just where.

Q. You made this trip; do you recall what sort of weather it was?

A. When we loaded it was pretty warm, but I am not too familiar -- it was cooler up that way, but I am not too familiar as to how cold it was.

Q. It was pretty hot here?

A. About average I guess for May; like we always have, but farther up in that section it gets colder; it seems like on Sunday night we had to turn the heater on - - I'm not sure.

Q. Would you say Henderson was on the shortest route between Foley and Baltimore?

A. You could probably find a shorter route, but I would not say it would be the best one; there are a lot of different things you have to consider.

Q. Is it better driving in the mountains or better on the plains, more towards the east coast?

A. That would be owing to what kind of weight you had.

Q. With the weight you had, which was the best?

A. Would not have made a lot of difference because I wasn't loaded heavy. I think the man told me I had approximately 6,000 pounds of weight.

Q. When you made these drops, the ones that you testified about, do you know what sort of position each of these men held with each of these consignees?

A. What do you mean?

Q. Was it a watchman or a freightman or shipping clerk, or who?

A. I would not know; I presume some was the owner; the one we dropped in Philadelphia I guess was a night watchman; he was inside the building; he could have been a night-watchman, or owner or what not; I didn't ask him, but he received the stuff and told us that it was all right to unload it.

Q. When you unloaded each time, was the van cool?

A. Yes sir. Had ice in it and the boiler was running and it was cool inside?

Q. Every time?

A. Yes sir. Because when we got up in there we would set the flowers that we had for a drop, we would set them out.

Q. In any of these -- If any of these consignees reported back that the Glads were in bad condition, they were over-heated, would you say they were contradicting your statements?

A. I don't know what you mean; all I have to go on, when I would deliver a drop to a man I would get him to sign the bill that it was all right; that's all a trucker has to go on -  
(page 20)

- - when he gets the bill signed with the man that received the stuff, well that clears me.

Q. Do you remember delivering to Louis B. Glick & Son in Baltimore?

A. There was one drop; we had to drop both at one place; we had two drops - -

Q. How many drops in Baltimore did you have?

A. One

Q. Would that be to Glick, according to this invoice?

A. I guess that is right; Louis B. Glick & Son; I don't know them people.

Q. But you do know where you delivered these flowers?

A. Yes sir.

Q. Did you deliver some to Glick?

A. I delivered some to whoever signed the bill.

Q. Did those people call your attention to any condition of the flowers?

A. No sir.

Q. If they said they called the attention of the driver to the flowers, then they would be in error?

A. Well, I don't know.

Q. Would they be making a mis-statement if they said they called your attention to the fact that the flowers were heated?

A. Yes, that would be a mis-statement; they never said a word to me about nothing.

Q. You remember saying that you heard the fellow down there say that the people had not ordered the merchandise that you were loadings?

A. That's what the man said.

Q. (pgge 21)

Q. What did you understand him to mean?

A. In otherwords, he said he wasn't sending them the stuff that they ordered.

Q. Did you understand that to mean it was a consignment?

A. It could have been a consignment, - - in otherwords, he wasn't talking directly to me.

q. You're saying this New Castle, Delaware ticket is mis-dated?

A. Yes sir, because we were in New Castle Delaware on Monday after we unloaded in Baltimore.

Q. Then after you left Baltimore you iced two times, one was in New Castle, Delaware and the other was the ticket that said Cassco Corporation, is that correct?

A. It don't give where it was iced, but we iced twice after we left Baltimore; when you open the door you lose some refrigeration.

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

Examination by Mr. Christian.

Q. Now these folks, when you made these drops, there was some one there in every instance, except one in Philadelphia?

A. That's right.

Q. These folks were there in charge and they were able to accept the flowers?

A. Yes sir.

Q. They were willing and able to sign for them?

A. Yes sir.

Q. And they did sign for them, and didn't question the signing?

A. That is right.

Q. Is it customary in the trucking business when you deliver something, what do they do?

A. You have to get your bill signed.

Q. I believe you stated that this "Remarks" here, is for what purposes?

A. Shortages or something like that; say this fellow had 30 boxes to be delivered and come up with 20, that is what I would say he would remark - he would say there how many boxes or crates he got.

Q. Supposing you delivered merchandise that wasn't proper or was spoiled, what would they do?

A. All I have ever had where I would have a shortage, or something like that, or something that had defects in it, they would always write on the bill.

Q. But all of these seven people had an opportunity to examine the merchandise?

A. Yes sir.

Q. You were at each stop from 30, 40 to 50 minutes?

A. Yes sir.

Q. Is it customary before they sign the bill to examine the merchandise?

MR. BRICE: We object to that.

THE COURT: He has gone over that once.

Q. In otherwords, when you loaded the flowers, were they warm or cool?

A. That I didn't examine - - - they were warm on the shed.

Q. So it takes more ice to get the truck cool than to keep it cool?

A. Yes, sir.

Q. Then when you once get it cooled, it takes less ice?

A. Yes sir.



Q. When you were travelling from Henderson Tennessee, the 700 or 800 miles, what time of the day were you travelling in?

A. We travelled Sunday in the day time and Sunday night.

Q. When you travelled the 800 miles, was that day or night?

A. Part day and part night.

Q. Does it take more ice in the day time or night?

A. Day time.

Q. Does it take more ice after the refrigerator gets cold?

A. No sir, less.

Q. Does it take more ice in May as you go north?

A. Less ice.

Q. Now Mr. Brice mentioned Glick & Company. Could you tell here from this who received the flowers for Glick & Co?

A. Charles R. Smith, I believe.

Q. Charles R. Schmidt?

A. Yes sir.

MR. CHRISTIAN: I would like to introduce freight bill 664 in evidence as Complainant's Exhibit 4, which shows that Charles R. Smidt received the above described merchandise in good condition, and that's the same name on the bill of lading here.

ON RE-CROSS EXAMINATION, THIS WITNESS TESTIFIED:

Examination by Mr. Brice.

Q. You - - Have you hauled Glads, or cut flowers before this time?

A. No sir.

Q. So you have no way of knowing what is the custom as to inspecting the boxes on the route?

A. No.

Q. You don't have any familiarity before this time?

A. No sir, that is the first I ever hauled.

JAMES RECORD, A WITNESS FOR THE PLAINTIFF, BEING FIRST DULY  
SWORN, TESTIFIED AS FOLLOWS:

---

Examination by Mr. Christian.

Q. Is your name James Record?

A. Yes sir.

Q. Where are you from, Mr. Record?

A. Henderson, Tennessee.

Q. What is your business?

A. Trucking b siness.

Q. Do you own trucks?

A. I lease and own trucks.

Q. How long have you done that?

A. I have been in business around eight years.

Q. Assuming that some one left - if a truck should leave  
South Baldwin County, near Foley or Loxley - -

MR. BRICE: Are you trying to qualify him as an expert? Was  
this man on the trip?

THE COURT: Are you asking about the schedule?

MR. CHRISTIAN? Yes.

Q. Are you familiar with scheduling a truck? - -

A. Yes sir.

Q. What is the time to arrive at Baltimore from Mobile - -  
If a person should be loaded in South Baldwin County on  
Saturday at 5:30 P.M. and he made drops in Baltimore,  
Philadelphia and arrived in New York, Eastern Day-light  
time Tuesday morning, in the wee hours of the morning,  
would you know - - Would you know whether that would  
be a reasonable time or not?

A. I would say that was real good time.

THE COURT: I think that is common knowledge from Foley to  
(page 25)

New York, would be good time.

Q. Now the charges, do you know the customary charges for trucks?

A. Yes sir.

Q. I would like to ask you this: Assuming a truck made a trip from Foley, Alabama to New York and went by way of Baltimore and Philadelphia and New York, would 40¢ a mile or a total of \$498.40 be a reasonable charge?

A. That is the charge we agreed on and that is the reasonable charge.

Q. And the way to measure distance is how?

A. They have a Mover's Guide that is, as a general rule, that everybody accepts mileage given in the chart.

ON CROSS EXAMINATION OF THIS WITNESS, HE TESTIFIED:

Examination by Mr. Brice.

Q. You say this was the price "We" agreed on. What do you mean?

A. Mr. DeVore and I; he told me what the load paid per mile and I agreed to pull the load for 40¢ a mile.

Q. Was this your truck?

A. No sir, it was a leased truck.

Q. Who was it leased from?

A. Mr. Owens and Mr. Smith.

Q. You leased the truck and made the delivery?

A. Yes sir; I am an owner-operator ~~xxxxxxx~~ and leaser; I lease trucks and operators.

Q. Where does Mr. DeVore fit in?

A. He is a truck broker; he brokers loads for any truck that comes in this area that wants a load, if he has the satisfactory equipment, I am sure he would load it.

Q. Is Mr. DeVore your agent?

A. He is more or less a broker; I wouldn't exactly say he is my agent; I pick up loads for him, if he doesn't have a load, I pick up a load from anybody I can find a load.

Q. Can he obligate a truck?

A. As long as we have his load on it.

Q. He can make a contract with somebody else for you to carry the bulbs, flowers, or potatoes, etc?

A. Yes sir.

Q. Then you are obligated to do it?

A. That's right.

Q. He is not your agent?

A. He gets us the load and I guess you would call him an agent.

Q. Have you been paid for this load?

A. Yes sir.

Q. Who paid you for this load?

A. Mr. DeVore paid me.

Q. Does he always pay you when he has made the deal?

A. No sir, if we bring in signed receipt where the load has not been accepted in good condition, we don't get our money until the receipt is signed. We brought in this load with a free bill, and he paid us.

Q. You never collect from the shipper?

A. Unless it is a collect load.

Q. Unless it is a collect shipment, you don't ever collect for it?

A. No sir.

-----

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

I hereby certify that the foregoing is a true and correct transcript of the testimony taken by me, in open Court, before Hon. Hubert M. Hall, Judge of the 28 th Judicial Circuit of Alabama, in the captioned case, on the 24th day of January, 1963.

This 28th day of January, 1963.

James H. Hines  
Court Reporter

Finish Monday  
5:30 p.m.

*Plots East*

Shipper \_\_\_\_\_

Shipped From \_\_\_\_\_

Date \_\_\_\_\_

| No.<br>Hampers | Terms | SHIP TO                                                                                                             | REMARKS                      | Fancy | Special | A | B | C | Fern | TOTAL |
|----------------|-------|---------------------------------------------------------------------------------------------------------------------|------------------------------|-------|---------|---|---|---|------|-------|
| 30             |       | NEW YORK, NEW YORK<br>JOHN A. KIAMOS INC., WHLSE. FLORIST<br>46-48 W. 28TH STREET<br>NEW YORK, NEW YORK             | <i>Flaw -</i>                |       |         |   |   |   |      |       |
| 30             |       | NEW YORK, NEW YORK<br>MANHATTAN CUT FLOWER CO.<br>104 W. 28TH STREET<br>NEW YORK, N.Y.                              | <i>John</i>                  |       |         |   |   |   |      |       |
| 10             |       | NEW YORK, NEW YORK<br>B. JACOBS CUT FLOWER CO.<br>53 W. 28TH STREET<br>NEW YORK, NEW YORK                           | <i>B. Jacobs (10)</i>        |       |         |   |   |   |      |       |
| 50             |       | PHILADELPHIA, PENNSYLVANIA<br>ZIEGER & SONS INC.<br>6215 ARDLEIGH<br>PHILADELPHIA, PENNSYLVANIA                     | <i>J. Hearn</i>              |       |         |   |   |   |      |       |
| 20             |       | PHILADELPHIA, PENNSYLVANIA<br>WILLIAM W. ARMBRUSTER WHLSE FLRST<br>1643 LUDLOW STREET<br>PHILADELPHIA, PENNSYLVANIA | <i>William W. Armbruster</i> |       |         |   |   |   |      |       |
| 30             |       | LOUIS B. GLICK & SON,<br>807 N. CALVERT STREET,<br>BALTIMORE, MD                                                    | <i>Chris Schuch</i>          |       |         |   |   |   |      |       |
| 5              |       | <i>George Stothens<br/>New York</i>                                                                                 | <i>Geo Kamm</i>              |       |         |   |   |   |      |       |
|                |       |                                                                                                                     | <i>E. O. Smith</i>           |       |         |   |   |   |      |       |
|                |       |                                                                                                                     | Total Dozen                  |       |         |   |   |   |      |       |

*4. Drop's  
New York*

*2. Drop's  
Ph. B. Kamm*

*1. Drop's  
more  
Baltimore*

DAY PHONES:  
W0odward 4-3241  
W0odward 4-3251

NIGHT PHONES:  
W0odward 4-2675  
W0odward 4-2192

# FREIGHT BILL

Sewell Devore, D/B/A

Nº 664

## DEVORE BROKERAGE CO.

Record Truck Lines

OWNER

DRIVER

TRUCK BROKER

Loxley, Alabama

SHIPPER'S NUMBER

DATE May 12th, 1962

CONSIGNEE

DESTINATION

FROM

H.L. Hobbs & Company

Foley, Alabama

QUANTITY

DESCRIPTION OF ARTICLES

WEIGHT

RATE

COLLECT

PREPAID

Glads

30

16

Freight - \$49.40

Drops - 50.00

Tax - \$548.40

Tot. 34.83

\$583.23

\$583.23

RECEIVED THE ABOVE DESCRIBED PROPERTY IN GOOD CONDITION

BY

DATE

MAKE ALL CHECKS PAYABLE TO DEVORE BROKERAGE CO., LOXLEY, ALA.  
ORIGINAL FREIGHT BILL MUST ACCOMPANY ALL CLAIMS FOR OVERCHARGE,  
LOSS OR DAMAGE.

MAKE ALL CHECKS PAYABLE TO DEVORE BROKERAGE CO., LOXLEY, ALA.  
ORIGINAL FREIGHT BILL MUST ACCOMPANY ALL CLAIMS FOR OVERCHARGE,  
LOSS OR DAMAGE.

DAY PHONES:  
WOOdward 4-3241  
WOOdward 4-3251

NIGHT PHONES:  
WOOdward 4-2575  
WOOdward 4-2192

# FREIGHT BILL

*Sewell Devore, D/B/A*

Nº 664

## DEVORE BROKERAGE CO.

*Record Truck Lines*

OWNER \_\_\_\_\_

DRIVER \_\_\_\_\_

TRUCK BROKER

Loxley, Alabama

SHIPPER'S NUMBER

DATE *May 12th, 1962*

CONSIGNEE \_\_\_\_\_

FROM *H.L. Hobbs & Company*

DESTINATION *New York*

*Loxley, Alabama*

| QUANTITY | DESCRIPTION OF ARTICLES | WEIGHT | RATE | COLLECT | PREPAID |
|----------|-------------------------|--------|------|---------|---------|
|          | <i>Glade</i>            |        |      |         |         |

RECEIVED THE ABOVE DESCRIBED PROPERTY IN GOOD CONDITION

BY \_\_\_\_\_

DATE \_\_\_\_\_



De wore  
us  
Hale's

Jan 24, 1963

Mr. Christian C.  
Mr. Bruce D.

JAMES A. BRICE

ATTORNEY AT LAW  
FOLEY, ALABAMA

P.O. Box 298

WHITEHALL 3-3601

March 22, 1963

Mrs. Alice J. Duck  
Circuit Clerk  
Bay Minette, Alabama

Re: Devore Brokerage Company  
Vs: H. L. Hobbs & Company

Dear Mrs. Duck:

Kindly refer to the above file. Enclosed herewith is a certificate of judgment which has been marked paid in full by the attorney for the plaintiff. Kindly note payment in full on the docket sheet and place the certificate of judgment so noted as paid in the file.

Thank you.

Sincerely,

  
James A. Brice

JAB:j  
Enclosure

CERTIFICATE OF JUDGMENT

Printed by Moore Ptg. Co.

The State of Alabama, }  
Baldwin County

CIRCUIT COURT

Term, 19

DEVORE BROKERAGE COMPANY

Plaintiff

H.L. HOBBS & CO.

Defendant

MAR 14 1963

*paid in full*  
*Devore Brokerage*  
*By [Signature]*

I, Alice J. Duck, Clerk of the Circuit Court of Baldwin County,

Alabama, do hereby certify that on the 28th day of February, 19 63,

a judgment was rendered by said Court in the above stated cause, wherein

Devore Brokerage Company

was Plaintiff and H.L. Hobbs & Co.

was Defendant, in

favor of the said Plaintiff and against the said Defendant for the sum of (\$619.47)

Six Hundred Nineteen and 47/100 DOLLARS

and for the sum of (\$62.40) & Sixty-Two and 40/100 DOLLARS,

the costs in said suit, and that F.A. Christian

are the Attorneys of record for the Plaintiff

in said cause.

Witness my hand this 7th day of March, 19 63

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

*681.87*

COPY

FOREST A. CHRISTIAN  
ATTORNEY AT LAW  
P. O. DRAWER 190  
FOLEY, ALABAMA

AREA CODE 205  
WH 3-2201

March 14, 1963

5157

Mr. James A. Brice  
Attorney at Law  
Foley, Alabama

Re: Devore Brokerage Company  
Vs: H. L. Hobbs & Company

Dear Jim:

You are delivering to me a check to settle the judgment in the case of Devore Brokerage Company vs. H. L. Hobbs & Company, which was rendered on the 28th day of February, 1963 and in the principal amount of \$619.47 and the sum of \$62.40 court cost for a total of \$681.87.

As you know, the original claim was \$583.23, so we can assume that the Court added \$36.24 interest to arrive at the principal amount.

I am sending a copy of this with a check for court costs to Mrs. Duck and also to the Sheriff's office and am also delivering to you the original certificate of judgment, which has been unrecorded in Probate office.

Cordially yours,

FOREST A. CHRISTIAN

COPY

FOREST A. CHRISTIAN  
ATTORNEY AT LAW  
FOLEY, ALABAMA  
P. O. DRAWER 190

February 5, 1963

Mr. James A. Brice  
Attorney at Law  
Foley, Alabama

Case No. 5152  
Re: Devore Brokerage Company  
Vs: H. L. Hobbs & Company

Dear Jim:

You will find enclosed a copy of an amended complaint in this case, which is set down for hearing on Monday, February 11.

You will recall that there was some question as to our right to amend to show whether Devore Brokerage Co. was a partnership, co-partnership, etc. If you will read the case in 5 Southern Reporter, page 79, Western Railway v. Sistrunk. In this case

"The defendant made a motion to strike the cause from the docket, 'because neither the summons nor complaint discloses a legal defendant to said case,' and 'because the defendant named in the summons and complaint is not such a being as the law authorizes to sue or be sued.' The court overruled this motion, and allowed the plaintiff to amend his summons and complaint, and the defendant excepted."

and

"The circuit court properly allowed the complaint and the summons to be amended so as to show that the Alabama Railway Company was a body corporate, and was sued in its corporate capacity. The amendment did not operate to substitute a new party defendant to the suit. It only added words of more accurate description. Insurance Co. v. Roberts, 60 Ala. 431; Railway Co. V. Propst, 83 Ala. 518, 3 South. Rep. 764. The demurrer to the complaint, and the motion to strike the cause from the docket, based on this supposed departure or variance in the pleadings, was properly overruled. The objections raised were fully obviated by the amendment."

Or, you can see Birmingham Iron & Development Co. v. Hood,  
94 So. 835, 19 Ala. App. 4, certiorari denied Ex parte Birmingham  
Iron & Development Co., 94 So. 837, 208 Ala. 486.

"There is not an entire change of parties by amendment of  
complaint and summons striking out from after defendant's  
name the words 'a partnership,' etc., and substituting the  
words 'a corporation'.

Cordially yours,

FOREST A. CHRISTIAN

cc: Mrs. Alice J. Duck  
Clerk of Court

Encl: A copy of the amended complaint.

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA

July 11, 1962

Mrs. Alice J. Duck  
Clerk of Court  
Baldwin County  
Bay Minette, Alabama

Re: Law No. 5152

Dear Mrs. Duck:

A month or so ago, I filed case no. 5152. I had a new stenographer for a few days, and she revised the parties and I did not catch it until now.

Accordingly, I would appreciate it if you could use the same number and re-file it under the revised names, in order to save court cost. If so, please use the new cover and the new original Complaint and attach the itemized statement to the new Complaint, and, of course, you will have to change the docket sheet, or make a new one.

I will appreciate your assistance in this. I am

Cordially yours,

  
  
FOREST A. CHRISTIAN

DEVORE BROKERAGE COMPANY, INCORPORATED,  
an Alabama Corporation Successors  
to DEVORE BROKERAGE COMPANY,  
a partnership composed of  
SEWELL DEVORE and CLIFF WELDON,

Plaintiff

vs:

H. L. HOBBS & COMPANY,

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

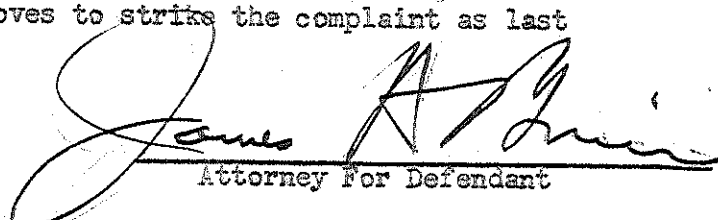
AT LAW, CASE NO. 5152

MOTION TO STRIKE

Now comes the defendant by its attorney, and moves to strike the complaint as last amended and the caption of the cause as it appears above, and as grounds therefor assigns the following:

1. That plaintiff was incorporated on July 6, 1962.
2. That complaint was initially filed on July 12, 1962.
3. That the amendment by substitution of Devore Brokerage Company, Inc. works a complete change of parties plaintiff.

Wherefore, defendant moves to strike the complaint as last amended.

  
Attorney For Defendant

Sworn to and subscribed before me this 11th day of February, 1963.



Notary Public, Baldwin County, Alabama

FILED

FEB 11 1963

ALICE I. DICK, CLERK  
REGISTER



124 1/2 miles

Charged

5 5 5  
4 5 0  
6 6 0  
4 5 0  
6 1 8  
3 0 0  
4 5 0  
3 4 8 3 \*

Joe

165

Wm. J. Smith

\*  
\*  
3  
9 0  
9  
1 2  
9  
1 2  
6  
6,600  
165

5-12-1962

Received of GULF ICE & COLD STORAGE CO.

900 Lbs. of Ice

\$5.55

Cash

Driver:

By R. R. Mc

Plant:

Rand

ATLANTIC COMPANY A 120174  
RECEIPT FOR ICE RECEIVED

Branch

Date 5-13 1962

Sold to

Driver

QUAN

DESCRIPTION

RATE

AMOUNT

1200 #

50

6.18

Amf. Received

(116 TOM)

Received By

Ayer Paper & Supply Co., Atlanta, Ga. 200810-1

Amount of Transaction

Sale Number

Date

**CITY ICE & COAL CO.**

BOLIVAR, TENN. PHONE 5871 — HENDERSON, TENN. PHONE 2108

ICE PLANT—COAL YARD—SERVICE STATION

MARKET ST. AND I.C.R.R. IN BOLIVAR

to

5-13

1962

J. W. DWEN

GALS. MOBILGAS

GALS. MOBILGAS-SPECIAL

QTS. OIL

SHOTS TRANS. or DIF. LUB.

GREASING

COAL

SALES TAX

43

CITY ICE COMPANY  
HENDERSON, TENNESSEE165  
6 00  
\$ 3 00

VER

RECEIVED BY

Moore Business Forms, Inc., Denton, Texas

**DELAWARE TRUCK CENTER**

STATE ROAD

NEW CASTLE, DEL.

PHONE EA 7546

DIVISION OF NEWARK DINER, INC.

190026

DATE 5/13 1962

SOLD TO

ADDRESS

TRUCK NO.

LICENSE NO.

ATTENDANT

| QUAN. | DESCRIPTION | PRICE | AMOUNT |
|-------|-------------|-------|--------|
| GALS. | GASOLINE    |       |        |
| QTS.  | MOTOR OIL   |       |        |
| GALS. | DIESEL FUEL |       |        |
| 3     | BLOCK ICE   | 150   | 4 50   |
|       | SIZED ICE   |       |        |
|       | MISC.       |       |        |

REC'D

BY

TOTAL

4 50

FLATPAK®

MOORE BUSINESS FORMS, INC., NIAGARA FALLS, N. Y.

VICTOR ADDING MACHINE CO., CHICAGO 10, ILL.

# CRYSTAL ICE COMPANY

800 Monroe St.

Nº 5339

Phone HE 3-3711

Mobile, Ala.,

5 / 12 1962

To

*Car*

Lbs. of Ice

1210

660

*Repts 542*

TRAILWAY TRUCK STOP  
MOBILE BAY CAUSEWAY HE 2 9408

~~PAID~~ Paid

Signed

*Bar*