

3821
192-78

Record No. 3741

In the
Supreme Court of Appeals of Virginia
at Richmond

**VIRGINIA-CAROLINA ELECTRICAL
WORKS, INC.**

v.

ELEANOR COOPER AND OTHERS, ETC.

FROM THE COURT OF LAW AND CHANCERY OF CITY OF NORFOLK

RULE 5:12—BRIEFS.

§5. NUMBER OF COPIES. Twenty-five copies of each brief shall be filed with the clerk of the Court, and at least three copies mailed or delivered to opposing counsel on or before the day on which the brief is filed.

§6. SIZE AND TYPE. Briefs shall be nine inches in length and six inches in width, so as to conform in dimensions to the printed record, and shall be printed in type not less in size, as to height and width, than the type in which the record is printed. The record number of the case and the names and addresses of counsel submitting the brief shall be printed on the front cover.

M. B. WATTS, Clerk.

Court opens at 9:30 a. m.; Adjourns at 1:00 p. m.

192 VA 78

RULE 5:12—BRIEFS

§1. Form and Contents of Appellant's Brief. The opening brief of appellant shall contain:

(a) A subject index and table of citations with cases alphabetically arranged. The citation of Virginia cases shall be to the official Virginia Reports and, in addition, may refer to other reports containing such cases.

(b) A brief statement of the material proceedings in the lower court, the errors assigned, and the questions involved in the appeal.

(c) A clear and concise statement of the facts, with references to the pages of the printed record when there is any possibility that the other side may question the statement. When the facts are in dispute the brief shall so state.

(d) With respect to each assignment of error relied on, the principles of law, the argument and the authorities shall be stated in one place and not scattered through the brief.

(e) The signature of at least one attorney practicing in this Court, and his address.

§2. Form and Contents of Appellee's Brief. The brief for the appellee shall contain:

(a) A subject index and table of citations with cases alphabetically arranged. Citations of Virginia cases must refer to the Virginia Reports and, in addition, may refer to other reports containing such cases.

(b) A statement of the case and of the points involved, if the appellee disagrees with the statement of appellant.

(c) A statement of the facts which are necessary to correct or amplify the statement in appellant's brief in so far as it is deemed erroneous or inadequate, with appropriate references to the pages of the record.

(d) Argument in support of the position of appellee.

The brief shall be signed by at least one attorney practicing in this Court, giving his address.

§3. Reply Brief. The reply brief (if any) of the appellant shall contain all the authorities relied on by him not referred to in his opening brief. In other respects it shall conform to the requirements for appellee's brief.

§4. Time of Filing. As soon as the estimated cost of printing the record is paid by the appellant, the clerk shall forthwith proceed to have printed a sufficient number of copies of the record or the designated parts. Upon receipt of the printed copies or of the substituted copies allowed in lieu of printed copies under Rule 5:2, the clerk shall forthwith mark the filing date on each copy and transmit three copies of the printed record to each counsel of record, or notify each counsel of record of the filing date of the substituted copies.

(a) The opening brief of the appellant shall be filed in the clerk's office within twenty-one days after the date the printed copies of the record, or the substituted copies allowed under Rule 5:2, are filed in the clerk's office. The brief of the appellee shall be filed in the clerk's office not less than twenty-one days, and the reply brief of the appellant not less than two days, before the first day of the session at which the case is to be heard.

(b) Unless the appellant's brief is filed at least forty-two days before the beginning of the next session of the Court, the case, in the absence of stipulation of counsel, will not be called at that session of the Court; provided, however, that a criminal case may be called at the next session if the Commonwealth's brief is filed at least fourteen days prior to the calling of the case, in which event the reply brief for the appellant shall be filed not later than the day before the case is called. This paragraph does not extend the time allowed by paragraph (a) above for the filing of the appellant's brief.

(c) Counsel for opposing parties may file with the clerk a written stipulation changing the time for filing briefs in any case; provided, however, that all briefs must be filed not later than the day before such case is to be heard.

§5. Number of Copies. Twenty-five copies of each brief shall be filed with the clerk of the Court, and at least three copies mailed or delivered to opposing counsel on or before the day on which the brief is filed.

§6. Size and Type. Briefs shall be nine inches in length and six inches in width, so as to conform in dimensions to the printed record, and shall be printed in type not less in size, as to height and width, than the type in which the record is printed. The record number of the case and the names and addresses of counsel submitting the brief shall be printed on the front cover.

§7. Effect of Noncompliance. If neither party has filed a brief in compliance with the requirements of this rule, the Court will not hear oral argument. If one party has but the other has not filed such a brief, the party in default will not be heard orally.

CLERK
SUPREME COURT OF APPEALS

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RICHMOND, VIRGINIA

IN THE
Supreme Court of Appeals of Virginia
AT RICHMOND.

Record No. 3741

VIRGINIA:

In the Supreme Court of Appeals held at the Court-Library Building in the City of Richmond on Thursday the 27th day of April, 1940.

VIRGINIA-CAROLINA ELECTRICAL WORKS, INC.,
Plaintiff in Error,

against

ELEANOR COOPER AND OTHERS, &C.,
Defendants in Error.

From Court of Law and Chancery of City of Norfolk.

Upon the petition of Virginia-Carolina Electrical Works, Incorporated, a writ of error is awarded it to a judgment rendered by the Court of Law and Chancery of the City of Norfolk on the 20th day of December, 1949, in a certain notice of motion for judgment then therein depending wherein the said petitioner was plaintiff and Eleanor Cooper, Rose Goldberg, Mary T. Cooper, Ben Cooper and Esther Cooper, co-partners trading as Ocean View Enterprises, were defendants, upon the petitioner, or some one for it, entering into bond with sufficient security before the clerk of the said court of law and chancery in the penalty of three hundred dollars, with condition as the law directs.

RECORD

Virginia :

Pleas before the Court of Law and Chancery of the City of Norfolk, on December 20th, 1949.

Be It Remembered, that heretofore to-wit: on June 2nd, 1949, came Virginia Carolina Electrical Works, Incorporated, plaintiff, by its attorney, and filed in the Clerk's Office its Notice of Motion for judgment against Eleanor Cooper, Rose Goldberg, Mary T. Cooper, Ben Cooper and Esther Cooper, Co-partners trading as Ocean View Enterprises, defendants in the words and figures following:

Virginia-Carolina Electrical Works, Incorporated, Plaintiff,
v.
 Eleanor Cooper, Rose Goldberg, Mary T. Cooper, Ben Cooper
 and Esther Cooper, Co-Partners Trading as Ocean View
 Enterprises, Defendants.

NOTICE OF MOTION.

To: Eleanor Cooper, Rose Goldberg, Mary T. Cooper, Ben
 Coper and Esther Cooper, Co-Partners trading as Ocean
 View Enterprises.
 c/o Bertram S. Nusbaum
 Attorney at Law
 Royster Building
 Norfolk, Virginia.

TAKE NOTICE that on June 22, 1949, at 10:00 A. M., or as soon thereafter as the undersigned can be heard, the undersigned will move the Court of Law and Chancery of the City of Norfolk, Virginia, at the Courtroom thereof for judgment and an award of execution against you for the
 page 2 } sum of Four Hundred Sixty Eight Dollars and
 Thirty Cents (\$468.30), with interest thereon from
 August 1, 1947, together with the costs incident to this proceeding, which sum is justly due by you to the undersigned for labor furnished and materials supplied by the undersigned at your request and for your account incident to certain work done at the Ocean View Amusement Park, operated by you, which sum is justly due by you to the undersigned for the said labor furnished and materials supplied to you on open account, and that although the account was incurred by you and said labor furnished and materials supplied and sold to

you, the account has not been paid, an itemized statement of the account, verified by affidavit, being hereto attached and filed herewith.

WHEREFORE, the undersigned asks for judgment for Four Hundred Sixty Eight Dollars and Thirty Cents (\$468.30), plus interest and costs as above set out, at the time and place mentioned above.

VIRGINIA-CAROLINA ELECTRICAL
WORKS, INCORPORATED,
By: R. C. DOREY
President.

R. ARTHUR JETT,
Counsel for Plaintiff.

To Virginia Carolina Electrical Works, Inc., Dr.
1008 Main Street
Norfolk 10, Virginia.

March 1, 1948.

To: Ocean View Enterprises.

page 3 }

Date	Invoice No.	Charges	Balance
1947			
Jan. 31	A-1898	\$ 21.50	
Feb. 7	A-1958	9.00	
Mar. 21	A-2216	4.43	
Mar. 31	A-2289	45.00	
Apr. 10	A-2325	35.50	
Apr. 17	A-2410	10.30	
Apr. 24	A-2439	18.50	
May 13	A-67	14.90	
May 13	A-68	33.00	
June 11	A-213	14.95	
June 30	A-329	52.90	
June 30	A-330	393.00	
July 22	A-481	37.75	
July 24	A-481	99.60	
			\$790.33
Nov. 19	By check on account		322.03
	Balance Due		\$468.30

Supreme Court of Appeals of Virginia

Interest is claimed on the above sum from August 1, 1947.

I certify that the above is a true and correct Statement of the account of Ocean View Enterprises with Virginia-Carolina Electrical Works, Incorporated.

R. C. DOREY
President, Virginia-Carolina Electrical Works, Incorporated.

Subscribed and sworn to before me this 31 day of May, 1949.

KATHERYN S. HARRELL
Notary Public (Seal.)

Commissioned Katheryn S. Rose.

My commission expires: June 5, 1950.

RETURN.

Service accepted for all defendants Nusbaum and Underwood Attorneys for defendants by Bertram S. Nusbaum.

May 31st, 1949.

page 4 } And afterwards, in said Court on the 22nd day
of June, 1949.

This day came the parties, by counsel, and thereupon the defendants filed herein their plea of the general issue, to which the plaintiff answered generally, and thereupon the defendants filed herein their counter affidavit and plea of accord and satisfaction, the further hearing of which pleas is continued.

The following is the Counter Affidavit referred to in the foregoing order.

State of Virginia,
City of Norfolk, to-wit:

This day personally appeared before me, W. N. Jones a Notary Public in and for the City aforesaid, in the State of Virginia, the undersigned, who made oath before me in my said City that she is one of the defendants in the above en-

titled case and is the agent for all of the defendants in this case; and that she verily believes that the plaintiff is not entitled to recover anything from the defendants or from any of them on the claim asserted in the notice of motion for judgment.

MARY T. COOPER.

Given under my hand this 2nd day of June, 1949.

W. N. JONES
Notary Public.

My commission expires 21 May 1951.

The following is the Plea of Accord and Satisfaction referred to in foregoing order.

page 5 } The said defendants, by their attorney, come and say that after the making of the several promises and undertakings in the notice of motion in this action mentioned and before the commencement of this action, to-wit on the 15th day of November, 1947, the said defendants delivered and paid to the said plaintiff their check for \$322.03 in full satisfaction and discharge of the said several promises and undertakings in the said notice of motion mentioned and of all damages and sums of money thereupon due and owing or accrued; the amount then and there claimed by the plaintiff as due from the said defendants to the plaintiff being in dispute; and the said plaintiff then and there accepted and received the same from the said defendants in full satisfaction and discharge of the said several promises and undertakings in the said notice of motion mentioned and of all damages and sums of money thereupon due and owing or accrued.

And this the said defendants are ready to verify.

NUSBAUM AND UNDERWOOD,
Attorneys
By B. S. NUSBAUM
p. d.

And afterwards, in said Court on the 8th day of November, 1949.

This day came the parties, in person and by counsel, and the special plea heretofore filed was fully heard and maturely considered and is sustained, to which action of the Court, sus-

taining the special plea, the plaintiff by counsel, duly excepted, the further hearing of plaintiff's exception is continued to December 3rd, 1949.

page 6 } And now, in said Court on the 20th day of December, 1949.

This day came again the parties by counsel, and the plea of accord and satisfaction heretofore filed, now having been fully heard and maturely considered is sustained, to which action of the Court, sustaining said plea, the plaintiff duly excepted.

Whereupon it is considered by the Court that the plaintiff take nothing for its false clamor, and that the defendants go hence without day and recover of the said plaintiff their costs about their defense herein expended, to which action of the Court, entering judgment for the defendants, the plaintiff duly excepted.

page 7 } Virginia,

In the Court of Law and Chancery of the City of Norfolk.

Virginia-Carolina Electrical Works, Inc.

v.

Eleanor Cooper, Rose Goldberg, Mary T. Cooper, Ben Cooper and Esther Cooper, Co-Partners, Trading as Ocean View Enterprises.

NOTICE OF APPEAL.

To: Mr. Lance L. Underwood, Jr., Attorney for Eleanor Cooper, et als.:

PLEASE TAKE NOTICE, That on the 23rd day of January, 1950, the undersigned will present to the Honorable J. Hume Taylor, Judge of the Court of Law and Chancery of the City of Norfolk, Virginia, at the courthouse of said city, the stenographic report of the testimony and other proceedings of the trial of the above-entitled case for certification by said Judge, and will, on the same date, make application to the Clerk of said court for a transcript of the record in said

case, for the purpose of presenting the same to the Supreme Court of Appeals of Virginia with a petition for a writ of error and *supersedeas* to the final judgment of the trial court in said case.

VIRGINIA-CAROLINA ELEC-
TRICAL WORKS, INC.
By HENRY E. HOWELL, JR.
R. ARTHUR JETT
Attorneys.

Legal service of the above notice is hereby accepted, this 21st day of January, 1950.

NUSBAUM AND UNDERWOOD
By L. L. UNDERWOOD, JR.
Attorneys for Eleanor Cooper, et als.

page 8 } Virginia,

In the Court of Law and Chancery of the City of Norfolk.

Virginia-Carolina Electrical Works, Inc.

v.

Eleanor Cooper, Rose Goldberg, Mary T. Cooper, Ben Cooper and Esther Cooper, Co-Partners, Trading as Ocean View Enterprises.

TRANSCRIPT OF TESTIMONY.

Stenographic transcript of the testimony introduced and proceedings had upon the trial of the above-entitled case, in said court, on the 8th day of November, 1949, before the Hon. J. Hume Taylor, Judge of said court and a jury.

Appearances: Mr. Henry E. Howell, Jr., counsel for the plaintiff.

Mr. Lance L. Underwood, Jr., counsel for the defendants.

Phlegar & Phlegar
Shorthand Reporters
Norfolk, Virginia.

page 9 } (The following testimony was offered in the ab-
sence of the jury:)

R. C. DOREY,

called as a witness, having been first duly sworn, testified as follows:

Examined by Mr. Underwood:

Q. State your name to the Court, please.

A. Robert C. Dorey.

Q. Your occupation?

A. President of Virginia-Carolina Electrical Works, Inc.

Q. Are you familiar with the correspondence between Ocean View Improvement Corporation and Ocean View Enterprises with reference to a dispute on the amount of money due your concern?

A. Yes.

Q. Will you take a look at a copy of that letter and see whether or not you have received the original?

A. We did.

Mr. Underwood: I wish to introduce that in evidence, if Your Honor please.

(Received and marked "Defendants' Exhibit No. 1.")

Mr. Underwood: The date of this letter is November 3, 1947.

By Mr. Underwood:

Q. On November 5, in reply to that letter of November 3, did you make that reply?

A. We did.

Mr. Underwood: I introduce that as "Defendants' Exhibit No. 2."

The Court: There are some ink marks on that. Should they be on there?

Mr. Underwood: Scratch them out.

(The letter of November 5, 1947 was received and marked "Defendants' Exhibit No. 2.")

By Mr. Underwood:

Q. After your letter of November 5 to Mr. Dudley Cooper, President of Ocean View Improvement Corporation, I ask you, sir, if you didn't receive that letter in reply from him?

A. We did.

(The letter of November 14, 1947, was received and marked "Defendants' Exhibit No. 3.")

R. C. Dorey.

By Mr. Underwood:

Q. In reply to the letter of Ocean View Improvement Corporation, dated November 14, I will ask you, sir, if you did not send this letter?

A. We did.

(The letter of November 19, 1947, was received and marked "Defendants' Exhibit No. 4.")

page 11 } By Mr. Underwood:

Q. I will ask you, sir, if you received payment by check, attached to the letter of November 14, marked "Defendants' Exhibit No. 3"?

A. We received this check for \$322.03.

Q. Attached to or accompanied by this letter, sir? Do you recall?

A. I assume it was.

Q. You did not open the mail?

A. I don't open the mail.

Q. You acknowledged receipt of payment by this check?

A. Yes, sir.

(The check was received and marked "Defendants' Exhibit No. 5.")

By Mr. Underwood:

Q. Mr. Dorey, when you received the first letter, the letter dated November 3, from the Ocean View Improvement Corporation, is there anything about that letter that you don't understand?

A. Yes, sir, there are several things that I don't understand.

Q. It says: "We are enclosing a check for \$322.03 in settlement of our account to date, which is contrary to your statement of July 31, which shows a balance due of page 12 } \$779.33. The difference of \$468.30 covers the below items:" That part is clear to you, isn't it?

A. Yes, sir.

Q. I will skip the middle part of it. "We regret this bit of unpleasantness but trust you will see our position in its proper light and will accept the settlement as submitted." That is clear to you?

A. The wording is clear, yes.

Q. It is in plain English, and you can understand the meaning of it?

R. C. Dorey.

A. We did not accept it.

The Court: He is asking you if you understood the language.

By Mr. Underwood:

Q. It is not in legal form, but it is in plain English?

A. I would say it is fair English.

The Court: Suppose you let the Court construe the letter.

Mr. Underwood: I am going to ask him, if Your Honor please, what he interpreted that letter to mean with reference to that account.

By Mr. Underwood:

Q. On November 5 you wrote in reply to the letter which you have just seen: "We have your letter of November 3rd, taking exception to our account of \$779.33, in which you state you enclosed check for \$322.03 in settlement.

"You failed to enclose the check, but this omission is unimportant as we would have returned the same to you." That is your letter?

A. Yes, sir.

Mr. Howell: If Your Honor please, the letters of course speak for themselves. I can see no reason for Mr. Underwood to read from them. I object to any further reading into the record of what is in the letters which have been introduced in evidence.

The Court: I think probably you are technically correct, but I will allow it since we are without a jury.

Mr. Underwood: If Your Honor please, my main purpose in trying to show this is to let the record show that this witness understood, or had some understanding of, the meaning of them.

By the Court:

Q. Why would you have returned the same to him if it had been enclosed in his letter of November 3?

A. Because we would not accept it as full payment of our account.

The Court: Go ahead, Mr. Underwood.

page 14 } By Mr. Underwood:

Q. Then the letter which did accompany the check, dated November 14, says this—the first paragraph—

R. C. Dorey.

“This will refer to your letter of November 5th concerning our outstanding indebtedness to your company. We failed to enclose our check for \$323.03 and are, in spite of the statement that you would not accept it, enclosing it nevertheless, and if you wish to retain it or return it, it is unimportant to us.” You received that and you did accept the check at that time?

A. Yes, sir.

Q. And credited it to part-payment?

A. Yes, sir.

Q. Why did you accept the check with the November 14 letter, after writing to them that you would not accept the check if it had been mailed to you?

A. Because I talked it over with our accountant, and his opinion was that accepting that check as part payment, especially if we wrote a letter and went on record, would not constitute a binding agreement to accept it as full payment.

page 15 } CROSS-EXAMINATION.

By Mr. Howell:

Q. Mr. Dorey, at any time did you think after receiving this check that by cashing it you would be barred from any other action?

A. No, sir.

Q. If this check had had on it, Mr. Dorey “Cash negotiations”—

Mr. Underwood: I object to that question, if Your Honor please.

The Court: That would be a hypothetical question

Mr. Howell: If Your Honor please, when the first letter came there was no check in it, and he was anticipating that the check, like all full settlement checks—

The Court: You can ask him why he said he would return the check in his letter of November 5; ask him that.

Mr. Underwood: I object to the question and the answer, if Your Honor please. He knows the answer because counsel has already given it to him.

By Mr. Howell:

Q. In your letter of November 5, 1947, addressed to Mr. Dudley Cooper, President of Ocean View Improvement Corporation, you state that in the letter you received
page 16 } from Mr. Dudley Cooper, as President, on November 3, there was no check, but if there had been a

R. C. Dorey.

check, you would not have cashed it. I ask you what you meant or what you had in your mind when you said that if there had been a check in the letter, you would not have cashed it?

A. I had in mind his letter stating that he had sent it in full settlement, and we would not accept it as full settlement.

Q. Then when you received the letter of November 14 from Ocean View Improvement Corporation, with a check with no statement on it as to what the check constituted, what was your opinion then as to the effect of cashing that check by you?

A. My first reaction was to send it back. Then I talked to our accountant, who I thought was more informed about such matters than myself, and he stated that nothing being on the check, if we wrote them a letter saying we would not accept it as full payment, he saw no reason why we should be bound.

Mr. Underwood: Your Honor, I object to what the accountant said.

The Court: I will strike it. You move that it be stricken?

Mr. Underwood: Yes, sir, I move that it be stricken.

page 17 } By Mr. Howell:

Q. In other words, Mr. Dorey, was it your opinion that a check with no notation on it did not constitute a settlement of this account; is that correct?

A. That is correct.

Q. Then on November 19 you sent this letter, which is marked Defendants' Exhibit No. 4;" is that correct?

A. That is correct.

Q. And thereafter you or your counsel continued to negotiate with respect to a settlement of this claim with Ocean View Enterprises?

A. I can't recall the date. We had our collector to call on them several times, but he never made any progress.

Q. And that was after receiving this check of November 13, 1947?

A. I am not clear about that.

RE-DIRECT EXAMINATION.

By Mr. Underwood:

Q. After the time that you received that check and deposited it to the account, you had other negotiations with them, didn't you? Didn't you do more work for them?

R. C. Dorey.

A. I don't think we have ever done any other work since then.

page 18 } Q. You would not deny that, would you?

A. No, I would not deny it. I say that I don't think so. I certainly don't remember all of our customers; all of the people that we work for.

Mr. Howell: If Your Honor please, we submit that the question is irrelevant and immaterial.

Mr. Underwood: If Your Honor please, he made the statement that he had no further negotiations with them after that time; that he tried to collect the money and did not collect it. I want to attempt to show that we had other work done, and paid for the other work.

The Court: I do not see how that would be material.

Mr. Underwood: I have no further questions.

page 19 } JUDGE'S CERTIFICATE.

I, J. Hume Taylor, Judge of the Court of Law and Chancery of the City of Norfolk, Virginia, do hereby certify that the foregoing is a true and correct transcript of the testimony and proceedings of the case of Virginia-Carolina Electrical Works, Inc. v. Eleanor Cooper, et als., tried in said court on the 8th day of November, 1949, and includes all the testimony offered, the motions and objections of the parties, the rulings of the Court, and the exceptions of the parties, and all other proceedings of said trial.

I further certify that the exhibits offered in evidence, as described by the foregoing record, and designated as Defendants' Exhibits 1 to 5, inclusive, are all of the exhibits offered upon said trial, and the originals thereof have been initialed by me for the purpose of identification.

I further certify that said transcript was presented to me for certification and signed within 60 days after the final order in said cause, and that the attorney for the defendants had reasonable notice in writing of the time and place at which the same would be tendered for certification.

Given under my hand this 23rd day of January, 1950.

J. HUME TAYLOR
Judge.

A Copy—Teste:

J. HUME TAYLOR
Judge.

page 20 } CLERK'S CERTIFICATE.

I, W. L. Prieur, Jr., Clerk of the Court of Law and Chancery of the City of Norfolk, Virginia, do hereby certify that the foregoing transcript of testimony and other proceedings of the trial of the case of Virginia-Carolina Electrical Works, Inc. v. Eleanor Cooper, et als., duly certified by the Judge of said court, together with the original exhibits introduced upon the trial of said case, identified by the initials of said Judge, were filed in my office on the 23rd day of January, 1950.

W. L. PRIEUR, JR.
Clerk.

page 21 } CLERK'S CERTIFICATE.

Virginia:

In the Clerk's Office of the Court of Law and Chancery of the City of Norfolk, on the 23rd day of January in the year 1950.

I, W. L. Prieur, Jr., Clerk of the Court of Law and Chancery of the City of Norfolk, State of Virginia, do certify that the foregoing is a true and correct transcript of the record in the case of Virginia Carolina Electrical Works, Incorporated v. Eleanor Cooper, Rose Goldberg, Mary T. Cooper, Ben Cooper and Esther Cooper, Co-partners; trading as Ocean View Enterprises, lately pending in said Court. I further certify that the same was not made up and completed and delivered until the Attorneys for the defendants had received due notice in writing thereof, and of the intention of the plaintiff to apply to the Supreme Court of Appeals of Virginia for a writ of error and *supersedeas* to the judgment therein.

Teste:

W. L. PRIEUR, JR.
Clerk of the Court of Law and
Chancery of the City of Norfolk,
Virginia.

Fee for this transcript \$10.00.

A Copy—Teste:

M. B. WATTS, C. C.

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