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Record No. 6784

In the Supreme Court of Appeals of Virginia at Richmond

JAMES M. PLASKITT, SR., ET AL.

v.

BLACK DIAMOND TRAILER COMPANY, INCORPORATED, ET AL.

FROM THE CIRCUIT COURT OF THE CITY OF BRISTOL

RULE 5:12—BRIEFS

§5. Number of Copies. Twenty-five copies of each brief shall be filed with the clerk of this Court and three copies shall be mailed or delivered by counsel to each other counsel as defined in Rule 1:13 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.

HOWARD G. TURNER, Clerk.

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

IN THE

Supreme Court of Appeals of Virginia

AT RICHMOND

This
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Record No. 6784

VIRGINIA:

In the Supreme Court of Appeals held at the Supreme Court of Appeals Building in the City of Richmond on Monday the 9th day of October, 1967.

JAMES M. PLASKITT, SR., JAMES M. PLASKITT, JR., AND JAMES M. PLASKITT AND SON, INCORPORATED, Plaintiffs in error,

against

BLACK DIAMOND TRAILER COMPANY, INC., AND ENTERPRISE-BLACK DIAMOND CORPORATION, Defendants in error.

From the Circuit Court of the City of Bristol
J. Aubrey Matthews, Judge

Upon the petition of James M. Plaskitt, Sr., James M. Plaskitt, Jr., and James M. Plaskitt and Son, Incorporated, a writ of error is awarded them to a judgment rendered by the Circuit Court of the City of Bristol on the 7th day of April, 1967, in a certain motion for judgment then therein depending, wherein the said petitioners were plaintiffs and Black Diamond Trailer Company, Incorporated, and another were defendants.

And it appearing that an appeal bond in the penalty of $500, conditioned according to law, has heretofore been given in accordance with the provisions of sections 8-465 and 8-477 of the Code, an additional appeal bond conditioned according to law is required in the penalty of $500.

RECORD

* * * * *

page 1 }

* * * * *

MOTION FOR JUDGMENT

I.

On or before September 23, 1960, plaintiffs James M. Plaskitt, Sr. and James M. Plaskitt, Jr., d/b/a James M. Plaskitt and Son, (hereinafter called the Plaskitts) and defendant Black Diamond Trailer Company, Incorporated (hereinafter call the Company) entered into an agreement whereby the Plaskitts were engaged by the Company for an indefinite term as "exclusive Railway sales agents for Black Diamond Trailers."

II.

For their part, the Plaskitts agreed to call upon the railway trade, which they knew from many years' ex-
page 2 } perience in selling to and buying for the railroad industry, with the primary objective of developing a market for Black Diamond Trailers as "piggy-back" carriers on railroads. The Company had not before sold to the railroad industry. For its part, the Company agreed to quote the best possible prices to prospective buyers developed by the Plaskitts and, on the amount of all sales produced by their efforts, to pay the Plaskitts a commission of two (2%) per cent.

III.

The basic terms of the agreement were set forth in a letter dated September 23, 1960, signed by L. A. Myers, Jr., President of the Company, to James M. Plaskitt, Sr. On the same date, Mr. Myers sent letters over his signature to the purchasing agents or their counterparts of at least eleven (11) railroads, announcing "the appointment of James M. Plaskitt and Son . . . as exclusive Railway Sales agents for Black Diamond trailers."

IV.

In reliance upon this agreement, the Plaskitts began writing to and calling upon many and diverse persons in the railroad industry, seeking orders or invitations to submit bids for "piggy-back" trailers on behalf of the Company. They expended great sums of their own money as well as their time in this sales effort, which continued for approximately one year before the first order for Black Diamond "piggy-back" trailers was received.

V.

Thereafter, for the balance of 1961, and until and after September 27, 1962, the Plaskitts' sustained sales efforts, in addition to their contacts and associations within the railroad industry, resulted in their *obtaing* for the Company a large and profitable business in the manufacture of "piggy-back" trailers. The business which the Plaskitts developed for the Company and which the Company never before enjoyed, has produced and will continue to produce great profits
page 3 } for the Company.

VI.

On September 27, 1962, the Company wrongfully and without cause breached the aforesaid agreement or contract with the Plaskitts by terminating their exclusive railway sales agency and by refusing to pay the Plaskitts further commissions on sales of Black Diamond trailers, effective December 31, 1962.

VII.

The aforesaid wrongful acts by the Company have deprived the Plaskitts of large sums of money in commissions for Black Diamond trailers and will continue to so deprive them in the future.

VIII.

James M. Plaskitt and Son, Incorporated, is the successor to the business formerly carried on by the Plaskitts as a partnership.

IX.

Enterprise-Black Diamond Corporation is the successor corporation to Black Diamond Trailer Company, Incorporated, which was *disolved* on July 8, 1964.

WHEREFORE, plaintiffs move the court for judgment against the defendants, jointly and severally, in the sum of ONE HUNDRED FIFTY THOUSAND and NO/100 ($150,000.00) DOLLARS.

JAMES M. PLASKITT, SR.
JAMES M. PLASKITT, JR., and
JAMES M. PLASKITT AND
SON, INCORPORATED,
By Counsel

Filed: September 17, 1965.

BERTHA R. DRINKARD, Clerk

* * * * *

page 6 }

* * * * *

DEMURRER

Defendants say the motion for judgment filed against them is insufficient in law and assign the following as

Grounds of Demurrer

1. The motion for judgment alleges a contract for personal services. There is no allegation as to the period of time the contract was to remain in effect, hence the defendant Black Diamond Trailer Company, Incorporated, with whom the plaintiffs claim to have had a contract, had a right to terminate said contract upon reasonable notice, which notice was given.

2. Plaintiff is *estopped* to claim damages for the alleged wrongful cancellation of the contract at this date. Notice of cancellation was forwarded September 27, 1962, and no objection is alleged to have been made by the plaintiffs, or either of them, to the cancellation prior to institution of this suit which was filed September 20, 1965, and process served on defendant on September 24, 1965.

page 7 } 3. The alleged contract was for personal services and such a contract may not be assigned.

4. The alleged contract was oral and there is no allegation that it was to be performed within one year; hence it is in violation of the statute of frauds as set out in Section 11-2 of the Virginia Code of 1950.

5. It fails to state a cause of action of either of the plaintiffs against either of the defendants.

BLACK DIAMOND TRAILER
COMPANY, INCORPORATED
ENTERPRISE-BLACK
DIAMOND CORPORATION
By Counsel

Filed: October 13, 1965.

BERTHA R. DRINKARD, Clerk

* * * * *

page 8 }

* * * * *

ORDER

On a former day this action came on to be heard on the demurrer filed by defendants Black Diamond Trailer Company, Incorporated and Enterprise-Black Diamond Corporation and was argued by counsel and memoranda of authorities were presented to the court. And the court having considered same is of the opinion to and doth hereby sustain said demurrer. Plaintiffs by counsel except and having requested leave to amend are granted 20 days from the entry of this order within which to do so.

We request this
BRADLEY ROBERTS
of counsel for defendants

We have seen this and except as to sustaining the demurrer.
JACKSON S. WHITE, JR.
of counsel for plaintiff

Enter: Jan. 25, 1967.

AUBREY MATTHEWS, Judge

* * * * *

page 9 }

* * * * *

AMENDED MOTION FOR JUDGMENT

I.

On or before September 23, 1960, plaintiffs James M. Plaskitt, Sr., and James M. Plaskitt, Jr., doing business under the name "James M. Plaskitt and Son" (hereinafter called the Plaskitts), and defendant Black Dia-
page 10 } mond Trailer Company, Incorporated, (hereinafter called the Company) entered into an agreement whereby the Plaskitts were engaged by the Company as its exclusive railway sales agents within the United States of America for Black Diamond Trailers.

II.

The Plaskitts, individually and collectively, had many prior years of experience selling to and otherwise dealing with the railroad industry, and maintained business offices for such purposes in Washington, D. C., and at Upperville, Virginia. For their part, the Plaskitts agreed to attempt to develop markets and to promote and obtain sales of Black Diamond Trailers as "piggy-back" carriers for goods on railroads. The Company never before had sold its products to the railroad industry. For its part the Company agreed generally to assist the Plaskitts in the development of this new line of business, and specifically to quote the best possible prices on its trailers for the railroad trade, and to pay the Plaskitts a commission of two (2%) per cent on the gross amount of all the Company's railway sales.

III.

By letter dated September 23, 1960, addressed to James M. Plaskitt, the Company by its President, L. A. Myers, Jr., acknowledged its agreement aforesaid to quote on such trailers at the best possible price "and in each instance add 2 per cent commission for you." On the same date, Mr. Myers sent letters over his signature to the purchasing agents or their counterparts of at least eleven (11) railroads or related

business concerns, announcing "the appointment of James M. Plaskitt and Son . . . as exclusive Railway Sales agents for Black Diamond trailers. . . ." Copies of the aforesaid letters are attached hereto as Exhibit A.

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IV.

In reliance upon their said agreement with the Company, the Plaskitts began corresponding with and calling upon many and diverse persons in the railroad industry on behalf of the Company. They solicited both orders and bid invitations for Black Diamond "piggy-back" trailers; they visited railroad yards and depots to study various types and designs of "piggy-back" trailers then in use; they traveled extensively throughout the eastern United States wholly at their own expense, visiting and entertaining railroad officials in positions to make or influence purchases of the Company's products; they continued to maintain their two aforesaid offices from *thich* new business on the Company's behalf was conducted; and in other ways, including limited direct advertising, they sought to develop and promote the sale of the Company's products for use by the railroad industry. These activities and expenditures by the Plaskitts, all of which were known to and encouraged by the Company, and for which the Company bore the expense only of collect telephone calls to its offices by the Plaskitts, continued for approximately one year before the first order for Black Diamond "piggy-back" trailers was received in the fall of 1961.

V.

Thereafter, for the balance of 1961, and until and after September 27, 1962, the Plaskitts' sustained efforts and expenditures in sales promotion, product development and design modification, and direct sales solicitations, coupled with their long-standing contacts and close associations with high officials in the railroad industry, resulted in the Company's building up a large and profitable business in the manufacture of "piggy-back" trailers for the railroad
page 12 } industry. This business has continued to grow to the present time and has become even more profitable for the company than heretofore.

VI.

In the fall of 1961, when certain direct dealings between the Company and its railroad customers were first proposed,

the Plaskitts sought and received assurances that the Company would continue to honor its said agreement with the Plaskitts and pay them commissions on all its railroad sales. The Company assured the Plaskitts that it had always protected its sales agents, even during certain periods of the agent's disability, and that the Plaskitts should have no concern that the Company would attempt to bypass them in any sales arrangements, their commissions being assured.

VII.

In spite of the foregoing, on September 27, 1962, the Company wrongfully and without cause breached its agreement with the Plaskitts by giving them written notice that, effective December 31, 1962, the Company's railway sales activities would be conducted by its own sales personnel under direction of a newly appointed vice-president in charge of sales, O. G. Bailey, and the Plaskitts thereafter would receive no further commissions on such sales. *Bu* a general letter dated September 27, 1962, signed by Mr. Myers and addressed to "our friends and customers," the Company announced this new sales arrangement to the railroad industry.

VIII.

The Company's wrongful breach, without cause, of this agreement has deprived and will continue to so de-
page 13 } prive the Plaskitts of large sums of money they reasonably could have expected to receive as commissions on purchases of Black Diamond Trailers by the railroad industry. In fact, the commissions earned by the Plaskitts from the Company prior to December 31, 1962, did not even cover the amount of the expenses the Plaskitts incurred on the Company's behalf in reliance upon this agreement, due to the large costs of developing this new line of business and the one-year period at the outset of the agreement during which no orders were received or commissions earned.

IX.

James M. Plaskitt and Son, Incorporated, is the successor to the business formerly conducted by the Plaskitts on an unincorporated basis, and the Plaskitts are its sole stockholders.

X.

Enterprise-Black Diamond Corporation is the successor to the business formerly conducted by Black Diamond Trailer Company, Incorporated, the latter corporation having been dissolved on July 8, 1964.

WHEREFORE, plaintiffs move the Court for judgment against defendants, jointly and severally, in the *sume* of ONE HUNDRED FIFTY THOUSAND and NO/100 ($150,000.00) DOLLARS.

JAMES M. PLASKITT, SR.
JAMES M. PLASKITT, JR., and
JAMES M. PLASKITT AND
SON, INCORPORATED
By Counsel

* * * * *

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EXHIBIT "A"

September 23, 1960

Mr. H. L. Roth, Manager, Purchases and Stores
Fruit Growers Express Company
1101 Vermont Avenue, N. W.
Washington 5, D. C.

Dear Mr. Roth:

It is a pleasure for us to announce the appointment of James M. Plaskitt and Son, 940 Shoreham Building, Washington, D. C., as exclusive Railway Sales agents for Black Diamond trailers.

James M. Plaskitt and Son have had considerable experience in Railway Sales and would welcome the opportunity to work with you on your truck-trailer requirements.

Black Diamond is one of the oldest names in truck-trailers, and with recent expansion in our plant facilities, we will be in better position to serve your needs.

Thanking you in advance for your consideration when you are in the market for truck-trailer equipment, we are

Yours very truly,
BLACK DIAMOND TRAILER
COMPANY, INC.

L. A. Myers, Jr.

LAM/js

page 16 }

September 23, 1960

Mr. C. B. Neubauer, Assistant Vice President
Southern Railway System
Washington 13, D. C.

Dear Mr. Neubauer:

It is a pleasure for us to announce the appointment of James M. Plaskitt and Son, 940 Shoreham Building, Washington, D. C., as exclusive Railway Sales agents for Black Diamond trailers.

James M. Plaskitt and Son have had considerable experience in Railway Sales and would welcome the opportunity to work with you on your truck-trailer requirements.

Black Diamond is one of the oldest names in truck-trailers, and with recent expansion in our plant facilities, we will be in better position to serve your needs.

Thanking you in advance for your consideration when you are in the market for truck-trailer equipment, we are

Yours very truly,
BLACK DIAMOND TRAILER
COMPANY, INC.

L. A. Myers, Jr.

LAM/js

page 17 }

* * * * *

September 23, 1960

Mr. James M. Plaskitt
940 Shoreham Building
15th and H Streets, N. W.
Washington 5, D. C.

Dear Mr. Plaskitt:

Thank you very much for your letter of September 20, and we will immediately start writing the purchasing officers of the companies whose names were given us by Jim and in your letter.

We are certainly pleased to have you and Jim to represent us with our Railway sales and wish to confirm our understanding that we will quote these trailers at the best possible price, and in each instance add 2 per cent commission for you.

Looking forward to meeting you at an early date, and with best wishes, I am

Very sincerely yours,
L. A. Myers, Jr.
BLACK DIAMOND TRAILER COMPANY, INC.

LAM/js

page 18 } September 23, 1960

Mr. J. T. Healey, General Purchasing Agent
Louisville and Nashville *Railraod* Company
Louisville 1, Kentucky

Dear Mr. Healey:

It is a pleasure for us to announce the appointment of James M. Plaskitt and Son, 940 Shoreham Building, Washington, D. C., as executive Railway Sales Agent for Black Diamond trailers.

James M. Plaskitt and Son have had considerable experience in Railway Sales and would welcome the opportunity to work with you on your truck-trailer requirements.

Black Diamond is one of the oldest names in truck-trailers, and with recent expansion in our plant facilities, we will be in better position to serve your needs.

Thanking you in advance for your consideration when you are in the market for truck-trailer equipment, we are

Yours very truly,
BLACK DIAMOND TRAILER COMPANY, INC.

L. A. Myers, Jr.

LAM/js

page 19 } September 23, 1960

Mr. J. S. Fair, General Manager,
Purchases and Stores
Pennsylvania Railroad Company
Philadelphia 4, Pennsylvania

Dear Mr. Fair:

It is a pleasure for us to announce the appointment of James M. Plaskitt and Son, 940 Shoreham Building, Washington, D. C., as exclusive Railway Sales agents for Black Diamond trailers.

James M. Plaskitt and Son have had considerable experience in Railway Sales and would welcome the opportunity to work with you on your truck-trailer requirements.

Black Diamond is one of the oldest names in truck-trailers, and with recent expansion in our plant facilities, we will be in better position to serve your needs.

Thanking you in advance for your consideration when you are in the market for truck-trailer equipment, we are

Yours very truly,
BLACK DIAMOND TRAILER
COMPANY, INC.

L. A. Myers, Jr.

LAM/js

page 20 } September 26, 1960

Mr. J. R. Beach, Purchasing Agent
Central of Georgia Railway Company
Savannah, Georgia

Dear Mr. Beach:

It is a pleasure for us to announce the appointment of James M. Plaskitt and Son, 940 Shoreham Building, Washington, D. C., as exclusive Railway Sales agents for Black Diamond trailers.

James M. Plaskitt and Son have had considerable experience in Railway Sales and would welcome the opportunity to work with you on your truck-trailer requirements.

Black Diamond is one of the oldest names in truck-trailers, and with recent expansion in our plant facilities, we will be in better position to serve your needs.

Thanking you in advance for your consideration when you are in the market for truck-trailer equipment, we are

Yours very truly,
BLACK DIAMOND TRAILER
COMPANY, INC.

L. A. Myers, Jr.

LAM/js

page 21 } September 26, 1960

Mr. L. C. Walsh, Purchasing Agent
Atlantic Coast Line Railway
500 Water Street
Jacksonville, Florida

Dear Mr. Walsh:

It is a pleasure for us to announce the appointment of James M. Plaskitt and Son, 940 Shoreham Building, Washington, D. C., as exclusive Railway Sales agents for Black Diamond trailers.

James M. Plaskitt and Son have had considerable experience in Railway Sales and would welcome the opportunity to work with you on your truck-trailer requirements.

Black Diamond is one of the oldest names in truck-trailers, and with recent expansion in our plant facilities, we will be in better position to serve your needs.

Thanking you in advance for your consideration when you are in the market for truck-trailer equipment, we are

Yours very truly,
BLACK DIAMOND TRAILER
COMPANY, INC.

L. A. Myers, Jr.

LAM/js

page 22 } September 26, 1960

Mr. H. A. Lockhart,
General Purchasing Agent
Baltimore & Ohio
2 North Charles Street
Baltimore, Maryland

Dear Mr. Lockhart:

It is a pleasure for us to announce the appointment of

James M. Plaskitt and Son, 940 Shoreham Building, Washington, D. C., as exclusive Railway Sales agents for Black Diamond trailers.

James M. Plaskitt and Son have had considerable experience in Railway Sales and would welcome the opportunity to work with you on your truck-trailer requirements.

Black Diamond is one of the oldest names in truck-trailers, and with recent expansion in our plant facilities, we will be in better position to serve your needs.

Thanking you in advance for your consideration when you are in the market for truck-trailer equipment, we are

Yours very truly,
BLACK DIAMOND TRAILER
COMPANY, INC.

L. A. Myers, Jr.

LAM/js

page 23 } September 26, 1960

Mr. R. G. Bishop, Purchasing Agent
Norfolk and Western Railway Company
Roanoke, Virginia

Dear Mr. Bishop:

It is a pleasure for us to announce the appointment of James M. Plaskitt and Son, 940 Shoreham Building, Washington, D. C., as exclusive Railway Sales agents for Black Diamond trailers.

James M. Plaskitt and Son have had considerable experience in Railway Sales and would welcome the opportunity to work with you on your truck-trailer requirements.

Black Diamond is one of the oldest names in truck-trailers, and with recent expansion in our plant facilities, we will be in better position to serve your needs.

Thanking you in advance for your consideration when you are in the market for truck-trailer equipment, we are

Yours very truly,
BLACK DIAMOND TRAILER
COMPANY, INC.

L. A. Myers, Jr.

LAM/js

page 24 } September 23, 1960

Mr. W. A. Gibbs, Purchasing Agent
Richmond, Fredericksburg and Potomac
Railroad Company
Richmond 20, Virginia

Dear Mr. Gibbs:

It is a pleasure for us to announce the appointment of James M. Plaskitt and Son, 940 Shoreham Building, Washington, D. C., as executive Railway Sales Agent for Black Diamond trailers.

James M. Plaskitt and Son have had considerable experience in Railway Sales and would welcome the opportunity to work with you on your truck-trailer requirements.

Black Diamond is one of the oldest names in truck-trailers, and with recent expansion in our plant facilities, we will be in better position to serve your needs.

Thanking you in advance for your consideration when you are in the market for truck-trailer equipment, we are

Yours very truly,
BLACK DIAMOND TRAILER
COMPANY, INC.

L. A. Myers, Jr.

LAM/js

page 25 } September 23, 1960

Mr. C. E. Gay, III, President
Savannah and Atlanta Railway Company
P. O. Box 1067
Savannah, Georgia

Dear Mr. Gay:

It is a pleasure for us to announce the appointment of James M. Plaskitt and Son, 940 Shoreham Building, Washington, D. C., as exclusive Railway Sales agents for Black Diamond trailers.

James M. Plaskitt and Son have had considerable experience in Railway Sales and would welcome the opportunity to work with you on your truck-trailer requirements.

Black Diamond is one of the oldest names in truck-trailers,

and with recent expansion in our plant facilities, we will be in better position to serve your needs.

Thanking you in advance for your consideration when you are in the market for truck-trailer equipment, we are

Yours very truly,
BLACK DIAMOND TRAILER
COMPANY, INC.

L. A. Myers, Jr.

LAM/js

page 26 } September 23, 1960

Mr. H. F. McCarthy, Vice President, Purchasing
New York Central System
New York 17, New York

Dear Mr. McCarthy:

It is a pleasure for us to announce the appointment of James M. Plaskitt and Son, 940 Shoreham Building, Washington, D. C., as exclusive Railway Sales agents for Black Diamond trailers.

James M. Plaskitt and Son have had considerable experience in Railway Sales and would welcome the opportunity to work with you on your truck-trailer requirements.

Black Diamond is one of the oldest names in truck-trailers, and with recent expansion in our plant facilities, we will be in better position to serve your needs.

Thanking you in advance for your consideration when you are in the market for truck-trailer equipment, we are

Yours very truly,
BLACK DIAMOND TRAILER
COMPANY, INC.

L. A. Myers, Jr.

LAM/js

Filed February 14, 1967.

BERTHA R. DRINKARD, Clerk

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* * * * *

DEMURRER TO AMENDED MOTION FOR JUDGMENT

Defendants say the amended motion for judgment filed against them is insufficient in law and assign the following as

Grounds of Demurrer

1. The amended motion for judgment alleges a contract for personal services. There is no allegation as to the period of time the contract was to remain in effect, hence defendant Black Diamond Trailer Company, Incorporated, with whom plaintiffs claim to have had a contract, had a right to terminate the alleged contract at will. Even though said defendant had a right to terminate said contract at will it did in fact give the defendants more than 90 days notice of the termination of said contract as is alleged in paragraph 7 of the amended motion for judgment.

2. Plaintiff is *estopped* to claim damages for the alleged wrongful cancellation of the contract. Notice of cancellation was forwarded September 27, 1962 and no objection is alleged to have been made by plaintiff or either of them to the cancellation prior to institution of this suit page 28 } which was filed September 20, 1965 and process served on September 24, 1965.

3. The alleged contract was for personal services and such a contract may not be assigned.

4. The alleged contract was oral and there is no allegation that it was to be performed within one year; hence it is in violation of the statute of frauds as set out in Section 11-2 of the Virginia Code of 1950.

5. It fails to state a cause of action of either of the plaintiffs against either of the defendants.

Filed: March 2, 1967.

BERTHA R. DRINKARD, Clerk
EDWINA F. MULL, D.C.

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ORDER

On this day came the parties to be heard on the demurrer filed by defendants, Black Diamond Trailer Company, Incorporated, and Enterprise-Black Diamond Corporation to the amended Motion for Judgment filed herein on February 14, 1967, by plaintiffs, James M. Plaskitt, Sr., James M. Plaskitt, Jr., and James M. Plaskitt and Son, Incorporated, and was argued by counsel. The Court having considered same is of the opinion to and doth hereby sustain said demurrer, and the amended Motion for Judgement be and the same is hereby dismissed.

Plaintiffs, by counsel, except to the action of the Court and having indicated the intention to apply to the Supreme Court of Appeals for a Writ of Error, this Judgment is suspended for a period of 60 days conditioned upon the plaintiffs or some one for them executing a suspending bond in the penalty of $500, conditioned as the law directs, within 20 days from this date.

WE ASK FOR THIS:
BRADLEY ROBERTS
Of Counsel for Defendants

SEEN AND OBJECTED TO:
JACKSON S. WHITE, JR.
Of Counsel for Plaintiffs

ENTER THIS ORDER, THIS 7TH DAY OF APRIL, 1967.

AUBREY MATTHEWS, Judge

* * * * *

page 30 }

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ASSIGNMENTS OF ERROR

I.

The Trial Court erred in sustaining defendants' Demurrer to plaintiffs' Motion for Judgment.

page 31 } The Trial Court erred in sustaining defendants' Demurrer to plaintiffs' Amended Motion for Judgment.

Dated this 27th day of April, 1967.

JAMES M. PLASKITT, SR.
JAMES M. PLASKITT, JR.
JAMES M. PLASKITT & SON, INCORPORATED
By Counsel

Filed: April 27, 1967.

BERTHA R. DRINKARD, Clerk

* * * * *

A Copy—Teste:

Howard G. Turner, Clerk.

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