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Clerk, Supreme Court of Appeals
Richmond, Va.

Record No. 6941

In the Supreme Court of Appeals of Virginia at Richmond

JAMES H. BURROUGHS

v.

WALMONT, INC., ET AL.

FROM THE CIRCUIT COURT OF PRINCE WILLIAM COUNTY

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

Record No. 6941

VIRGINIA:

In the Supreme Court of Appeals held at the Supreme Court of Appeals Building in the City of Richmond on Monday the 15th day of April, 1968.

James H. Burroughs, Plaintiff in error,

against

Walmont, Inc., and Lindsey and Waldron Construction Company, Defendants in error.

From the Circuit Court of Prince William County
Arthur W. Sinclair, Judge

Upon the petition of James H. Burroughs a writ of error is awarded him to a judgment rendered by the Circuit Court of Prince William County on the 13th day of October, 1967, in a certain motion for judgment then therein depending, wherein the said petitioner was plaintiff and William D. Waldron and others were defendants; upon the petitioner, or some one for him, entering into bond with sufficient security before the clerk of the said circuit court in the penalty of $300, with condition as the law directs.

RECORD

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MOTION FOR JUDGMENT

* * * * *

TO: The Honorable Judges of the Circuit Court of Prince William County:

COMES NOW the Plaintiff, James H. Burroughs, by counsel, and moves the Honorable Court for judgment against the Defendants, William D. Waldron, Walmont, Inc. and Lindsey and Waldron Construction Company, jointly and severally, for the sum of Fifty Thousand Dollars ($50,000.00), for damages and other wrongs as hereinafter set forth:

1. On March 19, 1964, the Plaintiff, James H. Burroughs, was in the process of unloading sheet rock on Lawyers Road, Vienna, Virginia, in the County of Fairfax, in the district known as Carriage Hill Estates, and in the process of placing the sheet rock in a partially completed home,
page 3 } was then and there walking around a "L" corner, holding a bundle of sheet rock, when he fell through an opening into the basement area. Said opening was designed for the future construction of a stairway to the basement.

2. The Defendants, jointly and severally and through their respective agents, were under a duty to maintain the premises in a safe condition and failed in this duty.

3. The Defendants, jointly and severally and by and through their agents, had knowledge of the dangerous condition existing and the hazard created by the stairwell opening to workmen delivering materials who were not familiar with the area.

4. The Defendants, jointly and severally and by and through their agents, were negligent in that they failed to:

(a) Give the Plaintiff warning of the dangerous condition.

(b) Construct a barrier around the opening for the stairwell.

(c) Cover the stairwell and to give proper lighting in the area of the stairwell, and were otherwise negligent.

5. As a direct and proximate result of the negligence of the Defendants, jointly and severally, above mentioned, and their agents, all of whom had actual or constructive knowledge of the dangerous condition of the premises, the Plaintiff fell through the hole into a cellar and onto a concrete floor, striking the floor with great force and violence, and was rendered unconscious. As a direct and proximate result of the Defendants' negligence the Plaintiff sustained seven (7) broken ribs on his left side and a fractured left shoulder, and sustained injury to his entire back area and was otherwise bruised over his entire body.

page 4 } 6. As a further result of the negligence of the Defendants, jointly and severally, the Plaintiff sustained permanent injuries and was required to expend large sums of money for hospital and other medical bills and sustained loss of wages and will be required to continue to expend sums of money for medical expenses, and has suffered a loss in his earning capacity. As a further result, the Plaintiff has suffered of mind and body and will continue to suffer in the future.

WHEREFORE, the Plaintiff demands judgment against the Defendants, William D. Waldron, Walmont, Inc. and Lindsey and Waldron Construction Company, jointly and severally, for the sum of Fifty Thousand Dollars ($50,000.00), and for such other relief as the Court may deem proper.

James H. Burroughs

By Counsel

Filed in the Clerk's Office the 18th day of March, 1966.

Teste:

Betty Thurston, Deputy Clerk

* * * * *

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* * * * *

ANSWER AND GROUNDS OF DEFENSE

COME NOW the defendants, by and through their attorneys, and for their Answer and Grounds of Defense to the

Motion for Judgment previously exhibited against them, do state and allege as follows:

1. These defendants have no knowledge of the matters and things set forth in the first numbered paragraph of the plaintiff's Motion for Judgment and therefore deny the same and call for strict proof thereof.

2. The defendants deny the duties alleged in the second numbered paragraph of the plaintiff's Motion for Judgment.

3. The defendants deny the allegations set forth in the third numbered paragraph of the plaintiff's Motion for Judgment and also deny that there was, in fact any dangerous condition existing and/or hazard created.

page 7 } 4. The defendants deny the allegations set forth in the fourth numbered paragraph of the plaintiff's Motion for Judgment, subparagraph (a) through subparagraph (c) inclusive.

5. The defendants deny the allegations of negligence set forth in the fifth numbered paragraph of the plaintiff's Motion for Judgment and the allegations of notice therein alleged; they have no knowledge of the alleged injuries of the plaintiff and therefore deny the same, reserving to themselves the right to further inquire regarding these allegations by appropriate discovery procedures.

6. These defendants have no knowledge of the matters and things set forth in the sixth numbered paragraph of the plaintiff's Motion for Judgment and therefore deny the same, reserving to themselves the right to further inquire regarding these allegations by appropriate discovery procedures.

AND NOW having fully answered the plaintiff's Motion for Judgment paragraph by paragraph and by way of further answer thereto, these defendants state and allege that the Workmen's Compensation Act of this Commonwealth is a bar to the successful maintenance of this action by the plaintiff, said Act depriving this Court of jurisdiction of this common law suit. Furthermore, these defendants state that they committed no negligence on the date, time and place in question, that the plaintiff was not a person to whom any duty in law was required by these defendants and furthermore that the plaintiff himself was negligent on the date, time and place in question, which said negligence proximately contributed to his own injuries, thereby acting as a bar to this suit.

page 8 } AND NOW having fully answered the plaintiff's Motion for Judgment, these defendants ask that the same be dismissed and that they may have their costs in their behalf expended.

William D. Waldron,

By Counsel

WALMONT, INC.

By: Charles H. Duff
and
John J. Brandt,
Its Attorneys

LINDSEY AND WALDRON
CONSTRUCTION COMPANY

By: Charles H. Duff
and
John J. Brandt,
Its Attorneys

PLEA IN BAR

COME NOW the defendants, by and through their attorneys, and for their Plea In Bar to the Motion for Judgment previously exhibited against them, do state and allege as follows:

1. The Workmen's Compensation Act of this Commonwealth acts as a bar to this common law action as will be more fully demonstrated by the evidence taken in support of this Plea In Bar.

2. This Court does not have jurisdiction of this common law suit because of the Workmen's Compensation Act of Virginia in that the plaintiff was working on the same job as the defendants and was therefore amenable to Work-
page 9 } men's Compensation benefits and contrastingly barred to institute a common law action against these defendants.

WHEREFORE, these premises considered, these defendants respectfully pray that their Plea In Bar be sustained and that this Court dismiss the Motion for Judgment previously filed herein for lack of jurisdiction.

William D. Waldron,

By Counsel

WALMONT, INC.

By: Charles H. Duff
and
John J. Brandt,
Its Attorneys

LINDSEY AND WALDRON
CONSTRUCTION COMPANY

By: Charles H. Duff
and
John J. Brandt,
Its Attorneys

MOTION FOR BILL OF PARTICULARS

COME NOW the defendants, by and through their attorneys, and respectfully move this Honorable Court to require the plaintiff to amplify his Motion for Judgment, previously filed herein, in the following particulars; within twenty-one (21) days after receipt of a copy of this pleading by his attorney:

1. For whom was the plaintiff employed on March 19, 1964?

2. Describe the plaintiff's employment duties in page 10 } detail, on the date of his accident.

3. Was the plaintiff upon the defendants' premises pursuant to a contract and if so, name the parties to the contract and whether or not such contract was reduced to writing, supplying a copy of the contract with your Answer if there is one available to you.

4. How long has the plaintiff worked in the sheet rock business?

5. Into how many homes of the Carriage Hill Estates had the plaintiff carried sheet rock prior to his injury?

6. At what time of day did the plaintiff unload sheet rock and carry it into the house in question?

7. Indicate the type of weather on the date, time and place where the accident occurred, to-wit: cloudy, bright, sunny, rainy, etc.

8. How many pieces of sheet rock was the plaintiff carrying when he was injured and give the size of the sheet rock and the thickness of same.

9. Was anybody helping the plaintiff at the time and if so, state his name and address.

10. For how long was the plaintiff rendered unconscious as alleged in the fifth numbered paragraph of the plaintiff's Motion for Judgment?

11. Has the plaintiff drawn Workmen's Compensation benefits and if so, state the name of the employer who has paid these benefits.

12. State the name of any physician who has treated the plaintiff, together with his address and telephone number and statement of charges for services rendered, at-
page 11 } taching herewith and *and* all bills and/or medical reports.

13. State the name of any hospital in which the plaintiff was treated, indicating the name, address and telephone number of said *hosptial,* together with any statements and/or medical records from said hospital.

14. List any other medical charges or bills that the plaintiff has encountered by way of this incident.

15. Indicate the name of the physician who indicated that the plaintiff has permanent injuries and indicate the degree of permanency and the member of the body which is permanently injured.

16. Is the plaintiff still under the care of any physician and if so, name the physician under whose care the plaintiff is presently being treated.

17. List the rate of wages that the plaintiff was making at the time of this accident and his current wage rate.

18. List the amount of lost wages that you are claiming because of this accident.

19. Indicate why you allege in the sixth numbered paragraph of the Motion for Judgment that you have sustained a loss in earning capacity?

20. List any and all other damages flowing from this accident which you have not already indicated above.

William D. Waldron,

By Counsel

WALMONT, INC.

By: Charles H. Duff
and
John J. Brandt,
Its Attorneys

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LINDSEY AND WALDRON
CONSTRUCTION COMPANY

By: Charles H. Duff
and
John J. Brandt,
Its Attorneys

Filed May 3, 1966.

Mrs. Leda S. Thomas, Clerk

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STIPULATION

For the sole purpose of the Court's consideration of the Plea in Bar heretofore filed by the defendants, the parties stipulate as follows:

1. That at the time of his accident, the plaintiff was an employee of the L & F Trucking Company.

2. That the said L & F Trucking Company was delivering the sheet rock involved herein for the Cherrydale Cement Block Company.

3. That the facts of the accident and the activities of the plaintiff are properly described in his deposition, taken May 19, 1967.

4. That the Defs. had contracted with Cherrydale Cement Block Co. for purchase and delivery of the sheet rock.

H. Shepherd Lippincott
Counsel for the Plaintiff

Charles Duff
Counsel for the Defendants

Filed Sept. 14, 1967.

L. E. Atley, Deputy Clerk

* * * * *

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Post Office Box 222,
Fairfax, Virginia, 22030,
September 27, 1967.

Charles H. Duff, Esq.,
2009 N. Fourteenth Street,
Arlington, Virginia.

H. Shepherd Lippincott, Esq.,
2400 Wilson Boulevard,
Arlington, Virginia.

Re: James H. Burroughs v.
William D. Waldron, et al;
At Law No. 3472.

Gentlemen:

This is to advise you of my opinion to sustain the plea in bar filed by the defendants in the above case. It appears to me that under the circumstances of the case we have considerably more than a mere delivery of sheetrock to the job site and I believe that the decision in the case of *Bosher* v. *Jamerson,* 207 Va. 539, is controlling.

I would appreciate it if counsel would prepare and submit a properly endorsed order.

Very truly yours,

AWS:elc

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* * * * *

FINAL ORDER

THIS MATTER came before the Court September 14, 1967, upon all pleadings heretofore filed including the Plea in Bar on behalf of the defendants as well as Stipulation of counsel as to certain material facts, testimony was taken and the said Plea in Bar argued by counsel.

WHEREUPON after due consideration, the Court being of the opinion that the Plea in Bar should be sustained, it is therefore

ADJUDGED, ORDERED AND DECREED that the Plea in Bar filed by the defendants be, and the same hereby is, sustained, to which ruling of the Court the plaintiff duly notes his exception.

Entered October 13, 1967.

Arthur W. Sinclair, Judge

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NOTICE OF APPEAL AND ASSIGNMENT OF ERRORS

TO: Honorable Leda S. Thomas, Clerk
Circuit Court of Prince William County
Court House
Manassas, Virginia

NOTICE is hereby given that the plaintiff, James H. Burroughs, appeals in this case the adverse ruling of this Court in sustaining the Defendants' Plea in Bar; and that he will apply for a writ of error and the review of this cause before the Supreme Court of Appeals of the State of Virginia as provided by law; and pursuant to the aforesaid Notice of Appeal, Plaintiff respectfully assigns the following errors:

1. The Court erred as a matter of law and fact in refusing to deny Defendants' Plea in Bar.

2. The Court erred as a matter of law and fact in its refusal to preserve the Plaintiff's common law right of action against any "other party" pursuant to the spirit of Section 65-38, Code of Virginia.

3. The Court erred in law and fact in its finding that the mere delivery of a product to a particular room of the "owner's" building, and the mere placement of the delivered product in a convenient position involved the de-
page 54 } livery man, employee of an independent contractor, in the trade, business and occupation of the "owner," thus barring his right to recover for personal injuries against "the other party."

4. The Court erred in its failure to find that the Plaintiff was a stranger to the trade, business and occupation of the "owner" and thus should have been able to proceed against the "owner" as "the other party."

5. The Court erred in its application of the facts and law of *Bosher* v. *Jamerson,* 207 Va. 539, to the instant case as being comparable to the facts as agreed in this matter.

6. The Court erred in its failure to distinguish the difference between the "ultimate place of delivery" and the product delivered, and then changed in substance, form or position.

7. The Court erred in its findings that the delivery by the Plaintiff of sheet rock, no matter how complicated, was, nevertheless, a mere delivery and since nothing was done to the product after delivery, the Court erred in finding that such delivery engaged the delivery man in the trade, business or occupation of the "owner."

LIPPINCOTT & HOLST

By H. Shepherd Lippincott
Attorneys for Plaintiff
2400 Wilson Boulevard
Arlington, Virginia

* * * * *

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CERTIFICATE

I certify that the Original of the foregoing Notice of Appeal and Assignment of Errors was duly filed with me as Clerk of

the Circuit Court of Prince William County, Virginia, at my office, on the 11th day of December, 1967.

LEDA S. THOMAS, Clerk

By Lucille D. Atkins, Deputy

Filed December 11, 1967.

Lucille D. Atkins, Deputy Clerk

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STATEMENT OF FACTS

THIS CAUSE came before the Circuit Court of Prince William County, Virginia, the Honorable Arthur W. Sinclair, Presiding, on September 14, 1967, upon notice duly served and upon Defendants' Plea in Bar and upon all pleadings heretofore filed, including the deposition of the Plaintiff, and upon Stipulation of counsel as to certain material facts, and upon Memorandum of Points and Authorities as submitted by the Defendants, and upon Memorandum of Law in Opposition to Defendants' Plea in Bar.

FACTS

The Defendant, Walmont, Inc., was the owner of a tract of land in Fairfax County, known as Carriage Hill Estates. The Defendant, Lindsey and Waldron Construction Company, a partnership, was the general contractor for the construction of residences on the property. Defendant, William D. Waldron, individually, was a partner in the construction company partnership and likewise was President of the owner corporation. The Plaintiff, Burroughs, was an employee of L & F Trucking Company, which company made deliveries of sheet rock and other building materials for the Cherrydale Cement Block Company.

page 58 } On March 19, 1964, the Plaintiff, in the course of his employment with the L & F Trucking Company, was in the process of carrying sheet rock into one of the homes under construction at Carriage Hill Estates. The sheet rock

had been ordered by the general contractor from Cherrydale Cement Block Company and the latter effected its delivery through the L & F Trucking Company. While inside of the house, as aforesaid, the Plaintiff fell through an open stairwell causing the injuries of which he complains. The contract between the general contractor and Cherrydale Cement Block Company contemplated the delivery of the sheet rock into the house under construction, and, further, contemplated and required, in accordance with the usual custom, that the sheet rock would be stacked on its end, a certain number of pieces to be delivered to each room, subject to the testimony of witness Waldron, whose transcript is tendered herewith. Nothing more was done to the sheet rock other than to stack the necessary number of pieces for each individual room. It was while the Plaintiff was carrying some of the pieces of sheet rock to an individual room that he fell through an open stairwell.

Plaintiff made application for workman's compensation benefits under the Industrial Commission of Virginia and was awarded these benefits from his immediate employer, L & F Trucking Company.

There has been no dispute between counsel for the Plaintiff and the Defendants relative to matters of fact in this case.

LIPPINCOTT & HOLST

By H. Shepherd Lippincott
Attorneys for Plaintiff
Submitted Statement of Facts
2400 Wilson Boulevard
Arlington, Virginia

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* * * * *

SEEN AND AGREED:

DUFF & SLENKER
By Charles H. Duff
2009 North Fourteenth Street
Arlington, Virginia
Attorneys for Defendants

The within statement of facts was tendered to me on December 12, 1967, and signed by me December 15, 1967.

Arthur W. Sinclair
Judge, Circuit Court
Fairfax County, Va.

Received and filed December 15, 1967 with Clerk, Circuit Court, Prince William County, Virginia.

L. E. Atley, Deputy Clerk

* * * * *

Dep.
5/19/67
page 1 }

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DEPOSITION
of
JAMES H. BURROUGHS

The deposition of JAMES H. BURROUGHS was taken pursuant to notice on the 19th day of May, 1967, commencing at 2:00 o'clock p.m., before Joyce Kaiser, Notary Public in and for Arlington County, Virginia, in the law offices of Duff and Slenker at 2009 North 14th Street, Arlington, Virginia.

PRESENT:
James H. Burroughs, Plaintiff
H. Shepherd Lippincott, Esq., on behalf of Plaintiff
John J. Brandt, Esq., on behalf of the Defendants.

PROCEEDINGS

Dep.
5/9/67 Whereupon,

page 2 } JAMES H. BURROUGHS, having been first duly sworn, was examined and testified as follows:

James H. Burroughs

By Mr. Brandt:

* * * * *

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* * * * *

Q. Was it unusual for you to carry sheet rock into the house?

A. We have to carry it into the house. You can't place sheet rock on the outside.

Q. Wasn't your job just to bring it to the outside of the house?

A. Always carry it into the house, so many sheets in each room.

Q. You weren't just to bring the sheet rock there and dump it off outside the house?

A. No, it had to be so much in each room inside the house. Never do that, leave it outside.

Q. Had you ever delivered sheet rock to an unfinished house before?

A. Yes, many, many times.

Q. Had you ever delivered sheet rock to an unfinished house with an open stair well in your life?

A. With an open stair well?

Q. Yes, an open stair well?

A. Yes, but this was on the second or third floor I fell through.

Dep.
5/19/67
page 45 }

Q. Had you ever delivered sheet rock to a house that had an open stair well any place in the house?

A. No, sir.

Q. Had you ever delivered sheet rock to a house, unfinished house where the stair well had been finished?

A. Had been finished? When you carry it in the first floor you don't have a stair well.

Q. If you have a basement, you do?

A. If you have a basement, yes.

Q. Had you ever seen that before?

A. Yes, but they are usually finished with steps, not just

an open hole that you don't know what is what until you walk in there.

Q. You did not just deposit the sheet rock outside the house?

A. We took it off the truck and carried it into the house as we were supposed to do, put so many sheets in each room.

Q. And you actually had to put so many sheets in each room, is that correct?

A. Yes.

Q. Were you to stack them in any particular way?

A. It had to be stacked on end.

Q. On end against one of the walls?

A. Against one of the walls on end.

Q. Why is it they have to be stacked that way?

A. How are you going to stack a 12-foot vertical?

Q. Why don't you just lay it down flat on the floor?

Dep. 5/19/67 A. We don't do it that way. We have done it though on a finished floor.

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* * * * *

Q. I am trying to find out if you had some plan to doing it or was it done just helter skelter?

A. It is never a helter skelter job.

Q. What was your plan then? How do you go about this?

A. All right, two men take one room; two men take another room; put the amount of sheets on each floor.

Q. So you have some plan to it?

A. That's right.

Q. And you had some plan that day, is that correct?

A. Yes.

Q. And the plan was that two men would take one room and two more men take another room?

A. That's right.

Q. How did you determine how many pieces of sheet rock went into each room? Did you estimate that?

A. It was Rulapaugh's job to estimate that.

Q. How did he go about it?

A. He had been doing it a long time. You know how many sheets are sufficient in each room.

James H. Burroughs

Q. All right, now. Did he tell you, Mr. Burroughs, and your helper how many sheets to take into each room that you were working?

Dep.
5/19/67 A. Yes.

* * * * *

page 59 } Q. And you say it was a normal thing for you to be carrying sheet rock into a house as unfinished as this house was?

A. That's right.

Q. And this was a normal thing to do?

A. Yes, sir.

Q. Did Cherrydale Block and Cement have a contract with the home builders here whereby they were to bring in the sheet rock?

A. I don't know about a contract.

Q. They were delivering it to the home builders?

A. To quite a few construction places.

Q. To Waldron?

A. At the time.

Q. Was Cherrydale actually expected to take it into the house and stand it up? Was that part of its duties?

A. That's right.

Q. And you were in the process of doing that when you were hurt?

A. That's right.

Q. And the sheet rock is then of course put on the walls and becomes an integral part of the house and its walls?

A. Yes, sir.

Q. This is all part of building a house, is it not?

A. I guess so.

Dep.
5/19/67 Q. Now, did you receive workmen's compensation for your injury?

page 60 } A. Yes.

* * * * *

Thursday, September 14, 1967
Manassas, Virginia

The trial commenced at 11:20 a.m.

BEFORE:

HONORABLE ARTHUR W. SINCLAIR, Judge.

APPEARANCES:

H. SHEPPARD LIPPINCOTT, Esq., Lippincott & Holst, 2400 Wilson Boulevard, Arlington, Virginia, for the complainant.

CHARLES H. DUFF, Esq., Duff & Slenker, 2009 North 14th Street, Arlington, Virginia, for the defendant.

Hear.
9/14/67

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(PARTIAL TRANSCRIPT)

PROCEEDINGS

Whereupon,

WILLIAM D. WALDRON was called as a witness on behalf of the Defendant, and having been previously duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

By Mr. Duff:

Q. Mr. Waldron, you are the Waldron of the defendants in this law suit, I take it?

A. That is correct.

Q. Do I understand that you contracted with Cherrydale Cement Block Company of the supplying of the sheet rock?

A. The supplying of it and stacking it in the rooms of the houses, yes.

Q. Now let me ask you, the sheet rock was going to become an integral part of the house, was it not?

A. Yes, sir.

William D. Waldron

Q. Now was it of any importance to you as a builder and owner of the property that the sheet rock actually in its final resting place be placed in the rooms? Was that important or not?

Hear. 9/14/67 page 4

A. Yes, it was important.

Q. Why?

A. Well, the way we contracted these homes, we made arrangements with the dry wall crews to hang and type and finish and so on from boards that would be right in the room. I mean we paid them $1.10 a sheet to hang board, but they would not accept $1.10 a sheet to hang that board if that board was any place other than right in the room where it was supposed to go.

Q. I see. So it was a matter of economics to have the board in the room. You would have to pay more to have it put up if the sheet wall people had to go down to a warehouse or the south side of the house to get it?

A. Yes. These things, where one guy will stop and the next guy begins, it can vary as to your approach, but this is the approach we took.

Q. All right, sir. This was made clear to Cherrydale, that part of your obligation was to divide this up into the rooms?

A. Yes, sir.

Q. Thank you, Mr. Waldron.

CROSS EXAMINATION

By Mr. Lippincott:

Hear. 9/14/67 page 5

Q. Mr. Waldron, did your contract with Cherrydale in any way, shape or form involve the actual installation of the dry wall?

A. Only to get it to the rooms, spread it through the rooms.

Q. Did you pay any more money because they dropped four or five pieces off in one room and four or five pieces off in another than you would have paid had they dropped it on the front steps?

A. Yes, I am sure they do.

Q. You say you are sure. How much more did you pay between dropping it on the front steps and stacking it in the rooms?

A. I don't know. We never discussed that. What we wanted to do was to have the sheet rock delivered to the rooms.

Q. Isn't that the standard procedure?

William D. Waldron

A. What?

Q. Of having sheet rock delivered inside?

A. It is a standard procedure, I presume.

Q. It would be damaged if it rained or poured on it outside?

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A. Yes, it would.

Q. Would you have purchased it if they had left it outside?

A. It would depend on the price, I would say.

Q. In other words, if it were cheaper you would let it rain on it?

A. No, we would let our men move it inside instead of their men.

Q. Do you know of any organization that comes out with a truck and some one else takes it off?

A. Are you speaking specifically of sheet rock?

Q. Sheet rock.

A. No, I don't.

Q. Isn't it true that this may not be the same material? Isn't it true that Cherrydale also has machines right on the block trucks, they're the only ones who really can take the blocks off?

A. Sometimes if you're getting into a two- or three-story project, they will have a conveyor belt which they will put up against the side of the building and in that fashion—

Q. But basically, Mr. Waldron, they were merely delivering this material to the job site and placing material where you asked that it be placed?

Hear. 9/14/67 page 7

A. Where we expected it to be placed.

Q. They just delivered it to where you wanted it to be delivered?

A. That is correct.

Q. Thank you.

REDIRECT EXAMINATION

By Mr. Duff:

Q. In the event that it had not been delivered there, it would have cost your company more money to complete the houses to pay for the delivery inside of the house, is that your testimony?

A. To distribute it?

Q. Yes.

A. Yes, it would.

William D. Waldron

RECROSS EXAMINATION

By Mr. Lippincott:

Q. It would also cost them more if they delivered it next door too?

A. That it why the purchase order system we had indicated which house it was supposed to go to.

Mr. Duff: That is all.

(Witness excused.)

(Whereupon, at 11:50 a.m., the taking of the Court hearing was concluded.)

* * * * *

A Copy Teste:

Howard G. Turner, Clerk

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