

1987

James T. Flinders v. Leon Roper : Brief of Respondent

Utah Court of Appeals

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B. Ray Zoll; Attorney for Respondent.

Stephen G Homer; Attorney for Appellant.

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**UTAH COURT OF APPEALS
BRIEF**

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870091-CA

IN THE UTAH COURT OF APPEALS

JAMES T. FLINDERS,
Plaintiff-Respondent,

vs.

LEON ROPER,
Defendant-Appellant.

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Case No. 87-0091CA

RESPONDENT'S BRIEF

APPEAL FROM A TRIAL AND JUDGMENT ENTERED
BY THE SMALL CLAIMS DEPARTMENT OF THE FIFTH CIRCUIT COURT,
SANDY DEPARTMENT

The Honorable Gregory Skordas, Judge Pro Tempore

B. Ray Zoll
Attorney at Law
5251 South Green Street
Suite 205
Salt Lake City, Utah 84107
Attorney for
Plaintiff-Respondent

STEPHEN G. HOMER
Attorney at Law
P O Box 493
West Jordan, Utah 84084
Attorney for
Defendant-Appellant

RECEIVED
AUG 11 1987

COURT OF APPEALS

IN THE UTAH COURT OF APPEALS

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|-----------------------|---|--------------------|
| JAMES T. FLINDERS, |) | |
| |) | |
| Plaintiff-Respondent, |) | |
| |) | |
| vs. |) | |
| |) | |
| LEON ROPER, |) | |
| |) | Case No. 87-0091CA |
| Defendant-Appellant. |) | |

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P O Box 493
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JURISDICTION OF THE COURT OF APPEALS

Jurisdiction in this Court is proper pursuant to Utah Code Annotated §78-2A-3(2)(c) and §78-6-10(2), Utah Code Annotated.

NATURE OF THE CASE

This is an appeal from a trial and judgment in the Small Claims Court, Fifth Circuit, Sandy Department granted in favor of Plaintiff-Respondent and against Defendant-Appellant for damages resulting from an improper safety inspection by Appellant of a motor vehicle purchased by Respondent from a third party.

ISSUES PRESENTED ON APPEAL

1. Whether the purchaser of a motor vehicle may justifiably rely upon the representation in the form of safety inspection that a vehicle is in good working condition and conforms to Utah Highway Patrol regulations.

DETERMINATIVE STATUTES

Utah Code Annotated §41-6-164.5 Violation of chapter.

Every person who commits, attempts to commit, conspires to commit, or aids or abets in the commission of, any act declared in this chapter to be crime, whether individually or in connection with one or more other persons or as a principal, agent or accessory, shall be guilty of such offense, and every person who falsely, fraudulently, forcibly or willfully induces causes, coerces, requires, permits or directs another to violate any provision of this chapter is likewise guilty of such offense.

STATEMENT OF THE CASE

In the trial court, the Judge heard testimony from James Flinders, Respondent and Leon Roper, Appellant. Mr. Flinders purchased a truck, but prior to purchasing the truck he wanted it inspected. He testified, "The truck was sold as is that's why I wanted it inspected. If it was rejected I could have had it repaired by the Dealer before it was purchased or I would not have bought it." At Mr. Flinders request, the truck was inspected on November 20, 1986 by Leon Roper. Mr. Roper stated in his testimony that he gave the truck a quality inspection and that he followed the inspection manual. He further stated that both separate emergency cables were checked and they functioned as required. Mr. Roper also testified that he checked the tie-rods and wheels for movement. He further testified that

when the vehicle was inspected, it was getting dark and difficult to see, sometime just after 8:00 p.m. Mr. Flinder's name was placed on the inspection sticker because it was to be sold to him. Mr. Roper had never before met Mr. Flinders.

Mr. Flinders stated that he purchased the truck two days after inspection and that the emergency brakes never worked. He also testified that the brake drums could not have been taken off, as represented by Mr. Roper, without backing the adjustment of the brake shoes. The adjustment had not been tampered with as evidenced by mud over the adjustment hole, and therefore, the drum could not have been removed to inspect the brake shoes.

On the day following the purchase of the truck, Mr. Flinders left on a trip for Montana. Outside of McCammon, Idaho, the Respondent used the brakes to stop for possible engine trouble. The left rear brake locked up when the brakes were applied. After determining that nothing was wrong with the engine, and that the oil pressure light was faulty, Mr. Flinders attempted to drive away but the brake had locked up. To release the brake, he backed the vehicle a short distance and then continued his trip.

Upon arriving in Montana, Respondent had the brakes inspected and immediately replaced.

The Respondent also noticed unusual wear and tear on the tires and took the vehicle to a mechanic in Montana

who advised that the tie-rod ends needed replacement and an alignment done.

The testimony indicates extensive work needed to be done to replace tie-rods and brake parts all within four or five days of the inspection.

On return to the State of Utah, Mr. Flinders invited Earl Anderson from the Utah Highway Patrol to inspect the emergency brake cables. Mr. Anderson made a report, a copy of which was submitted to the trial court. Other documents in the form of receipts and affidavits were submitted to the Court by Mr. Flinders. These receipts and affidavits, which were returned to Mr. Flinders, are submitted herewith.

Based on the testimony of both parties, the Judge made the following finding of fact:

1. The vehicle was purchased after November 20, 1986 by Mr. Flinders.
2. On November 20, 1986, the truck was inspected by Mr. Roper who indicated that the truck passed inspection.
3. There were problems with the vehicle which Flinders had checked out and repaired.
4. Flinders has contacted the State of Utah respecting the problem.
5. There was a report by Earl Anderson to the effect that there were some problems with the inspection.
6. The inspection was improperly done which cost Mr. Flinders some money.

SUMMARY OF THE ARGUMENTS

The Court must affirm the Judgment if there are any grounds apparent from the record which support the Judgment. The Respondent is a third-party beneficiary of the safety inspection. Alternatively, Seller acted as Respondent's agent when requesting the inspection. There is sufficient privity of contract between these parties.

There is a warranty with every safety inspection that the vehicle complies with safety standards set by the Utah Highway Patrol. If an improper inspection is made, there is a breach of this statutory warranty. The contract between Seller and Buyer does not eradicate the warranty of quality safety inspection.

The Court below disbelieved Defendants allegations of contributory negligence. There are also grounds for an award of damages based on a statutory offense by Defendant.

ARGUMENTS

I. THE JUDGMENT BELOW SHOULD BE AFFIRMED IF IT IS SUSTAINABLE UPON ANY PROPER LEGAL GROUND APPARENT FROM THE RECORD.

This Court must affirm the decision below if there are any grounds apparent from the record which would support the Respondent's position. The decision must be affirmed even if the basis for sustaining the ruling is not one upon

which the trial court relied. In Peterson v. Peterson, 645 P.2d 37,39 (Utah 1982), the Supreme Court stated:

Here, there is an alternate basis for decision, which we apply pursuant to our rule that we will affirm a trial court's decision whenever we can do so on a proper ground, even though it was not the ground on which the trial court relied in its ruling.

See also, Foss Lewis and Sons Construction Co. v. General Insurance Co. of America, 517 P.2d 539 (Utah 1973).

If there is any proper legal ground which is apparent from the record, the judgment should be affirmed. Goodsel v. Department of Business Regulation, 523 P.2d 1230, (Utah 19__).

The trial court's decision is sustainable upon any of the following legal grounds, as will be argued hereafter:

1. Breach of contract.
2. Breach of warranty.
3. Negligence.
4. Damages arising from a statutory offense.

II. RESPONDENT IS A THIRD-PARTY BENEFICIARY TO THE CONTRACT BETWEEN THE SELLER OF THE VEHICLE AND APPELLANT.

From the record below, it is apparent that Respondent is a third-party beneficiary to the agreement for Appellant to conduct a safety inspection. The inspection itself was even done in the name of the Respondent, James T. Flinders. Although done at the request of the Seller, the

inspection was for the use and benefit of Respondent who would buy the vehicle if it passed inspection.

A third party for whose benefit a contract is intended may enforce the terms of the contract. See Restatement 2d of Contracts, §133(1)(a). The Supreme Court has stated, "[Where] performance of the promise satisfies or recognizes an actual or supposed duty of the promisee to the beneficiary, then the third party may still recover as a creditor beneficiary." Tracy Collins Bank and Trust v. Dickamore, 652 P.2d 1314, 1315 (Utah 1982).

In the case at bench, the Respondent is an intended third-party beneficiary and may enforce the contract. As a third-party beneficiary, there is sufficient privity between the parties to afford Respondent his cause of action.

III. THE SELLER OF THE VEHICLE ACTED AS RESPONDENT'S AGENT TO OBTAIN THE VEHICLE INSPECTION.

In addition to the argument that Respondent is a third-party beneficiary to the safety inspection, it can be equally said that the Seller acted as Respondent's agent when the inspection was obtained.

The record shows that the Respondent requested that an inspection be done, and that the Seller went to Appellant to have the inspection completed. The inspection was done in the name of Respondent and there is nothing in the record which would contradict a conclusion of law that the Seller

acted as Respondent's agent in this particular matter.

With Seller as Respondent's agent, there is complete privity of contract between Respondent and Appellant.

IV. PRIVACY OF CONTRACT IS UNNECESSARY AS A MATTER OF PUBLIC POLICY.

In some situations, privity of contract is not needed to permit a party to litigate a contract right. Certain persons, who voluntarily place themselves in a public relationship, are held to their duty to the public even though there is no privity of contract.

"Privity of contract is not necessary to establish the existence of a duty to exercise ordinary care not to injure another, but such duty may arise out of a voluntarily assumed relationship if public policy dictates the existence of such a duty."

Berrera v. State Farm Mutual Automobile Insurance Company,
456 P.2d 674, 686 (Cal. 1969).

In that same case, the California Supreme Court outlined other situations when privity of contract is unnecessary, such as:

1. A Notary Public who negligently fails to properly attest to a Will becomes liable to an intended beneficiary damaged because of the invalidity of the instrument.

2. An attorney who negligently drafts a Will

could be held liable to a deprived beneficiary.

3. A lending institution who cooperates with a developer and shares in the control of a project becomes liable to buyers of improperly built homes.

Id.

Likewise, as a matter of public policy, one who holds himself out as a competent mechanic authorized to do safety inspections should be liable in either tort or contract to answer for any improper inspection that is made, whether there is privity of contract or not.

V. A SAFETY INSPECTION IS AN EXPRESS WARRANTY THAT THE VEHICLE MEETS INSPECTION SPECIFICATIONS REQUIRED BY LAW.

In his Brief, Appellant claims that there is no warranty. This is not the case, as there is an express statutory warranty. When the inspector places the sticker in the window, he warrants that the vehicle meets the minimum requirements of the Utah Highway Patrol Regulations. If the vehicle does not mechanically meet the regulations, and the inspector places a sticker in the window, there is a breach of that warranty.

The circumstances of the case indicate, as found by the court below, that the vehicle did not conform to the regulations even though it was given a sticker. Within five days of the inspection, the vehicle's defects were

discovered by Respondent in Montana.¹

In his Brief, Appellant argues that no warranty was introduced as evidence in the trial. A careful review of the record shows that on numerous occasions the Utah Highway Patrol regulations were presented, such as brake specifications and the requirement to inspect the emergency brakes and wheels for abnormalities.

A court is also entitled to use common sense and common knowledge in its decision. The Court can take judicial notice of the Utah Highway Patrol regulations. Furthermore, the "warranty" of this case is not a question of fact, but one of law. The facts of the case indicate that a safety inspection was not done in accordance with the law. From such findings of fact, the court below made a proper conclusion of law that the safety-inspection regulations were breached.

The case cited by Appellant, Billings Yamaha v. Rick Warner Ford, 681 P.2d 1276 (Utah 1984) is distinguishable because the warranty involved was a factual issue which the plaintiff did not present. In the case at hand, the regulations were brought to the judge's attention, and simply because these regulations/laws were not read into the record should not preclude the imposition of this statutory warranty upon Appellant.

The Appellant, in his testimony, stated that he

¹Appellant erroneously states that Mr. Flinder's subsequent brake inspection occurred in Utah, when in fact, parts were purchased and most replaced in Montana on November 24 and 25, 1986.

gave a quality inspection, checking the tie rods and wheels for abnormal movement, and the brakes for unusual wear. Based on the circumstantial evidence, the trier of fact disbelieved Appellant's testimony² and granted judgment to Respondent.

A. Hearsay evidence was properly admitted.

Appellant also argues that there was no non-hearsay evidence that the alignment parts were defective. This is not the case, as the Respondent had submitted a receipt for the parts which included, on the back, a notarized statement that the parts were bad. A receipt fits into hearsay exception Rule 803(b), and the notarized statements from the Montana Mechanics fit into hearsay exception Rule 804(a)(5) based on the unreasonableness of compelling such witnesses' attendance.

Additionally, hearsay exception Rule 801(1) applies:

The following are not excluded by the hearsay rule . . . (1) A statement describing or explaining an event or condition made while the declarant was perceiving the event or condition or immediately thereafter.

Id.

The statements presented as evidence were describing a condition while the declarant was perceiving the condition. Such evidence was correctly introduced and accepted as a proper exception to the Hearsay Rule.

²Mr. Roper also testified that when the vehicle was inspected it was getting dark and difficult to see,

B. The Uniform Commercial Code would not cause the exclusion of the Inspector's Warranty.

Appellant argues that because the Seller sold the vehicle "As Is" then Respondent is precluded from enforcing the Inspector's Warranty. In Appellant's own case, Billings Yamaha v. Rick Warner Ford, Inc., 681 P.2d 1276 (Utah 1984), such an argument is clarified.

In Billings, there was an express disclaimer of warranties by the dealer. "As a matter of law, these disclaimers effectively limited plaintiff's remedy to the manufacturer's express warranties, discussed above. U.C.A., 1953, § 70A-2-316. See Fry v. Duce Sporting Goods, Inc., Utah, 547 P.2d 1338 (1976)." Id. at 1278.

In other words, the "As Is" clause of a dealer does not erase prior warranties. The inspector cannot take advantage of a contract disclaimer when he is not a party to that contract and there is no privity.³ His warranty survived the disclaimer contained in the contract between the dealer and Respondent.

The Appellant's nocturnal inspection of the vehicle was improper, and his placement of the sticker stands as a warranty that the vehicle met minimum safety regulations, a matter of law. He should be required to stand behind his representations.

sometime just after 8:00 p.m.

³See Appellant's Argument on privity, Argument I of Appellant's Brief.

Appellant argues that Mr. Flinders had a personal responsibility to inspect the vehicle. It would be extremely ludicrous to require that each person be responsible to re-inspect a vehicle to ensure that an inspector has properly done his job. The Appellant desires to shift the burden of a quality inspection upon the public.

Appellant relied on a dissenting opinion for its position. His quote from W.R.H., Inc. v. Economy Builders Supply, 633 P.2d 42 (Utah 1981) is not the opinion of the court, but is a statement by the lone, dissenting judge.

Much better to quote the majority: "The manufacturer should have a duty of exercising due care to avoid foreseeable harm to the users of his products." Id. at 45, quoting the Oregon Supreme Court. The inspector, too, has a duty of exercising due care to avoid foreseeable harm to the public resulting from his representation that the vehicle conformed to safety guidelines.

Finally, the Appellant claims that the safety-inspection fee is "miniscule", and has "meager profit". No such evidence is before this Court, but it well-known that such an inspection may be done in about 20 minutes. At three inspections an hour, an inspector can make \$27 per hour.⁴

VI. APPELLANT-DEFENDANT FAILED IN HIS BURDEN OF PROVING CONTRIBUTORY NEGLIGENCE.

⁴ Utah Code Annotated, § 41-6-161(c)(2)

Contributory negligence is a question of fact. Deference should be given to the trier of fact, who in this case did not accept defendant's contention that plaintiff was co-negligent in the damages suffered.

U.C.A. § 78-27-37 et seq. does not impose a duty on a judge to "take into account" comparative negligence. This is an affirmative defense which must be raised by a defendant. If a trier of fact disbelieves a defendant, it does not have to consider comparative negligence.

Appellant's blatant misstatement of the holding in Ernest W. Hahn, Inc. v. Amoco Steel Co., 601 P.2d 152 (Utah 1979) is amazing. Appellant states: "The Utah Supreme Court has held that intentional misuse of a vehicle is a defense to a claim for personal injuries incurred from an allegedly-defective product under a 'strict liability' theory." Appellant then cites Ernest W. Hahn.

The case is really about defective steel girders used at the Fashion Place Mall, which were allegedly erected out of plumb.

The better case is Vernon v. Lake Motors, 488 P.2d 302 (Utah 1971) which held:

[I]f the Plaintiff knows of the defect and danger, but nevertheless "deliberately and unreasonably" goes ahead, he should be precluded from recovery."

Id. at 305.

In Vernon, the Plaintiff bought a new automobile, but had trouble with the windshield wipers which would not

shut off. The dealer in his hometown, Coalville, refused to honor the warranty issued by the Salt Lake dealer. Eight months after purchase, the problem still continued, and smoke began to emit from the dash. The Plaintiff then drove the vehicle to Salt Lake and en route the vehicle started on fire.

Even under these circumstances, the Court did not find any contributory negligence. Likewise, in this case, the Court refused to find contributory negligence.

VII. THE JUDGMENT CAN BE AFFIRMED BASED ON APPELLANT'S NEGLIGENCE.

The essential elements of negligence are: (1) a duty of reasonable care owed by the Defendant to the Plaintiff; (2) a breach of that duty; (3) the causation of injury; and (4) damages. D.C.R., Inc. v. Peak Alarm Co., 663 P.2d 433 (Utah 1983); Flowers v. K-Mart Corp., 616 P.2d 955 (Ariz.App. 1983).

The record shows that there was a duty owed by Appellant to Respondent in contract and as a member of the general public. That duty was breached and damages were caused thereby. The judgment should be affirmed.

VIII. THE JUDGMENT CAN BE AFFIRMED BASED ON LIABILITY FOR A STATUTORY OFFENSE.

Utah Code Annotated §41-6-164.5 imposes an offense on one who violates the chapter which includes the section on safety inspectors. Upon viewing the offense, the Court justifiably imposed a liability on the offender, and he was

ordered to repay Mr. Flinders for damages which arose.

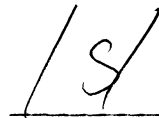
The lower Court's Order is correct.

CONCLUSION

Appellant's arguments rely on three cases, one of which was misstated; another from a dissenting opinion; and the third which has been distinguished. The Judgment should be affirmed, and the costs of appeal and attorney fees should be paid to Respondent by Appellant.

DATED this 10th day of August, 1987.

ZOLL & BRANCH



B. Ray Zoll

Attorney for

Plaintiff-Respondent

MAILING CERTIFICATE

I certify that I mailed four copies of the foregoing Plaintiff-Respondent's Brief on this 10th day of August, 1987, postage prepaid.



UTAH HIGHWAY PATROL
THIS AFFIDAVIT OF
VEHICLE SAFETY INSPECTION MUST REMAIN
WITH THE DESCRIBED VEHICLE

Owner JAMES T. Flinders
 Address 1002 Serpentine Way
 City Sandy, Utah
 Year-Make & Vehicle Type 81 Ford TC
 VIN 1FTFF36583BPA65709
 License No New Mileage 61,601

THE UNDERSIGNED CERTIFIES THAT HE HAS INSPECTED THE ABOVE DESCRIBED VEHICLE ON DATE SHOWN HEREIN THAT THE CONDITION OF THE VEHICLE IS AS INDICATED BELOW THAT THE NECESSARY REPAIRS AND ADJUSTMENTS HAVE BEEN MADE THAT THE VEHICLE IS IN A SAFE MECHANICAL CONDITION AND THAT HE HAS EXAMINED THE CERTIFICATE OF REGISTRATION AND NO FAULT INSURANCE CARD AND FOUND THEM TO BE VALID AND IN FORCE ON THE DATE SHOWN

Inspection Station No 1044 Date 11/20/86
 Inspector's Signature JR Cert Number 6641
 Sticker No 2673304 Total Charges 13.00

| INSPECT AND NOTE AS INDICATED | | | |
|----------------------------------|----|------------------|--------------------|
| | | ADVIS. REPAIR | ADVIS. REPAIR |
| WHEELS LUGS | | | WINDSHIELD |
| CIRCLE 2 WHEELS PULLED | | | OTHER GLASS |
| RF | RR | LF | LR |
| RECORD ALL 4 LINING MEASUREMENTS | | | MIRRORS |
| FRONT <u>4</u> <u>4</u> | | | HEADLIGHTS |
| REAR <u>6</u> <u>6</u> | | | OTHER LIGHTS |
| EMERGENCY BRAKE | | | TURN SIGNALS |
| STEERING & SUSPENSION | | | EXHAUST SYSTEM |
| TIRES | | | OTHER |
| HORN | | | NO FAULT INSURANCE |
| WINDSHIELD WIPER | | | |

HPSI-5
 REV. (1-86)

| | | | | | | | | | | | |
|---|-------------|----------------|----------------|-----------|------|------|----------------------|-----------------|-------------|-----------------------------|--|
| NAME <i>/</i> | | | | | | | | | | INVOICE NO. 55522 | |
| ADDRESS | | | | | | | | | | | |
| W | R | MOSE. RETURNED | SALESMAN | ORDER NO. | CASH | CHG. | DATE <i>11-25-86</i> | | | | |
| QTY. | PART NUMBER | | DESCRIPTION | | | LIST | RET | TOTAL NET | | | |
| 1 | DOT-1119-A | | <i>Hand WH</i> | | | | 1.70 | 2.50 | | | |
| 1 | EOT-2AG35-L | | table | | | | | 1.50 | | | |
| 1 | EOT-2AG35-M | | (1) | | | | | 2.50 | | | |
| <i>Paid</i> | | | | | | | | | | | |
| RECEIVED BY * | | | | | | | SUB TOTAL | | | | |
| <small>DISCLAIMER OF WARRANTIES</small> Any warranties on the products sold hereby are the warranties of the manufacturer of those products. The seller named below hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for him any liability in connection with the sale of the vehicle. This disclaimer does not affect the manufacturer's warranty on this unit. BELL-McCALL CO | | | | | | | TAX | | | | |
| <small>PARTS NOT RETURNABLE AFTER 15 DAYS. ELECTRICAL PARTS NOT RETURNABLE. 10% HANDLING CHARGE ON RETURNS. THIS INVOICE MUST ACCOMPANY ALL RETURNS.</small> | | | | | | | TOTAL | | <i>5.20</i> | | |



BELL-McCALL COMPANY
 P.O. Box 353 Telephone 363-2011
 HAMILTON, MONTANA 59840



MAC'S AUTO PARTS INC.

514 N. FIRST • BOX 591
HAMILTON, MONTANA 59840
TELEPHONE 363-2855

NO RETURN ON ELECTRICAL PARTS

RMS All accounts are due and payable by the 15th of the month following purchase. A 1 1/2 % per month finance charge will be added to all past due accounts. This is an annual percentage rate of 18%.

***** SPECIAL *****
ANTIFREEZE 3.99
PER GALLON

CT. NO. SOLD TO
100 CASH SALE
THANK YOU
MACS HELPS KEEP
THE BITTERROOT MOVING

RECEIVED BY

X

ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

| | | | | |
|--------------|-------------------|-----------|----|-----|
| DATE | INVOICE NO | STORE NO | CM | SLS |
| 11/24/86 | 201759 | 4494 | 4 | 0 |
| TIME | PURCHASE ORDER NO | ATTENTION | | |
| 12:00 | | | | |
| INVOICE TYPE | | CASH SALE | | |

| QTY | PART NUMBER | LINE | DESCRIPTION | PRICE | NET | TOTAL | CODE |
|-----------|-------------|------|-------------|--------|--------|-------|------|
| 1.00 | RS-314R | RAY | BRAK SET | 52.400 | 34.900 | 34.90 | T10 |
| 1.00 | RS-314R | RAY | CORE DEP. | | 11.000 | 11.00 | T10 |
| 1.00 | 62522 | VIC | OIL SEALS | 7.400 | 5.370 | 5.37 | T10 |
| 1.00 | 7-1213 | MT | HOSE ASEM | 13.280 | 8.630 | 8.63 | T10 |
| 3.00 | 705-1170 | BK | CLAMP | 0.690 | 0.440 | 1.32 | T10 |
| SUB TOTAL | | | 61.22 | | | | |
| M.D. | | | 0.00 | | | | |
| TAX | | | 0.000 | | | | |
| | | | | 0.00 | | | |
| TOTAL | | | | | | 61.22 | CASH |

CONTROL NO

201759

2



SM

Phone: 961-3155

JERRY PAPPAS, Owner & Operator

JERRY'S ALIGNMENT

---FRONT END SPECIALIST---

BRAKES - SHOCKS - COMPUTER WHEEL BALANCING

961 Old Corvallis Road

Corvallis, MT. 59828

BETWEEN WOODSIDE AND CORVALLIS

DATE: NOV-25-1986

Name JAMES FLINDERS Zip _____

Address LD # 1FTJF36G33PA63709

Make of Car 1981 FORD F350 License No. TEMP

Customer's Phone No. _____ Mileage 51216

| | | |
|---|---------------------|--------|
| 1 | FRONT END ALIGNMENT | 20.50 |
| 1 | LEFT OUTER TIE ROD | 30.51 |
| 1 | LEFT INNER TIE ROD | 34.20 |
| 1 | RIGHT OUTER TIE ROD | 39.91 |
| 1 | RIGHT INNER TIE ROD | 58.61 |
| | LABOR | 12.00 |
| | PAID | 195.73 |
| | THANK YOU | |
| | Jerry | |
| | TOTAL | 195.73 |

*I made
not track
the tie rods
off more*

Supplies Printing Co.
363-4560

Front Side

TO WHOM IT MAY CONCERN.
THE WORK THAT IS
SHOWN ON THE REVERSE SIDE
OF THIS RECEIPT. WAS DONE
BY THE UNDERSIGNED.

ALSO I MIGHT ADD
THE PARTS ON THE TRUCK
THAT WERE REPLACED WERE
VERY VERY BAD.

Angela J. Smith

NOTARY PUBLIC for the State of Montana
Residing at Hamilton, Montana
My Commission Expires September 12, 1987.

Levy Capps

WOODSIDE AUTO CENTER

Larry L. Raines

5401 W. Full Road - Tulsa, Oklahoma 74119

WOODSIDE AUTO CENTER

Phone 981-4440

| Customer's | | Order No. | | Date | | 11-27-86 | |
|---|-------------|-----------|----------|----------|------------|----------|--|
| Name | | | | | | | |
| Address | | | | | | | |
| SOLD BY | CASH | C.O.D. | CHARGE | ON ACCT. | MOSE RETD. | PAID OUT | |
| | X | | | | | | |
| QUAN | DESCRIPTION | | | PRICE | AMOUNT | | |
| | GALS. | | GASOLINE | | | | |
| | | | DIESEL | | | | |
| | QTS. | | OIL | | | | |
| | GREASE | | | | | | |
| | LUBRICATION | | | | | | |
| | TAX | | | | | | |
| CAR NO. | LICENSE NO. | MILEAGE | | TOTAL | | | |
| | | | | | | | |
| ALL claims and returned goods MUST be accompanied by this bill. | | | | | | | |
| 011678 | | | | Rec'd by | | | |

SS-213-2

Front Side

Taken off F350 1981
4X4 - Ser. # 1FT6F36G30PA

The Runs in question
could not be cleaned
completely without going
pass spec

763709

Ray Crowley

Subscribed and sworn before me
this 4 day of February, personally
appeared Ray Crowley, known to
me to be the person whose name is
subscribed to this instrument

Janette Applebury
Notary Public for the State of Montana
Residing at Butte, MT Com exp 12-11-87

Back Side

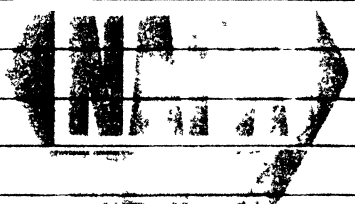


CORVALLIS AUTO PARTS

CUSTOMER'S COPY

P.O. BOX 496
CORVALLIS, MT 59828
(406) 961-3031

22631

| Order Number | | Date | | | | |
|--|--------------|-------------|--------|------|-----|-------|
| Salesman | Cash | Charge | Credit | | | |
| | | 11-24-86 | | | | |
| | | Deliver | | | | |
| QTY. | STOCK NUMBER | DESCRIPTION | CODE | LIST | NET | TOTAL |
| 1 | 62522 | Victor | | 740 | | 537 |
|  | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | 537 |

CUSTOMER SIGNATURE
returned must be accompanied by this invoice.

CORE CREDITS

Any warranties on the parts and/or accessories sold hereby are those made by the manufacturer. The seller, as shown above, hereby expressly disclaims all warranties, either express or implied including all implied warranties of merchantability or fitness for the particular purpose, and the seller, as shown above neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of these parts and/or accessories. **NO RETURNS ON SPECIAL ORDERS OR ELECTRICAL PARTS AFTER INSTALLATION.** Past due accounts are subject to a finance charge of 2% per month (24% on an annual basis).

| | | |
|-----------|---|--|
| SUB TOTAL | ▶ | |
| TAX | ▶ | |
| TOTAL | ▶ | |