1981

Eddy N. Betenson, et al. v. Call Auto & Equipment Sales, Inc., a Utah Corporation, et al. and Eugene L. Lowin and Geneva Lowin v. Call Auto & Equipment Sales, Inc., a Utah Corporation, et al. : Brief of Appellants

Utah Supreme Court

IN THE SUPREME COURT OF THE

STATE OF UTAH

EDDY N. BETENSON, et al., Plaintiffs-Appellants, vs. CALL AUTO & EQUIPMENT SALES, INC., a Utah corporation, et al., Defendants-Respondent.	
EUGENE L. LOWIN and GENEVA LOWIN, Plaintiffs-Appellants, vs. CALL AUTO & EQUIPMENT SALES, INC., a Utah corporation, et al., Defendants-Respondent.	CASE NO. 17600

APPEALS FROM JUDGMENTS
OF THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, UTAH
HONORABLE JAMES S. SAWAYA, JUDGE

BRIEF OF APPELLANTS

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BRIEF OF APPELLANTS

STATEMENT OF THE NATURE OF THE CASE

These Appeals are taken from two Orders entered by the Honorable James S. Sawaya, Judge of the Third Judicial District Court for Salt Lake County, State of Utah, on or about January 28, 1981, dismissing with prejudice the Complaints on file in these actions as against Defendant-Respondent Fireman's Fund Insurance Companies only. These Appeals are also taken

from two further Orders entered by the District Court denying Appellants' motions to modify the Orders of Dismissal and entering final Judgments in favor of Respondents insofar as those Orders denied Appellants leave to amend. The Complaints in both actions, insofar as relevant herein, sought recovery under a Motor Vehicle Dealer's Bond issued by Respondent in favor of Defendant Call Auto & Equipment Sales, Inc. The two actions have been consolidated for all purposes, including Appeal.

RELIEF SOUGHT ON APPEAL

Appellants request this Court to reverse the Judgments appealed from and remand this case to the District Court for further proceedings.

STATEMENT OF FACTS

These actions, which have been consolidated for all purposes[1], were commenced to recover money loaned by Plaintiffs to Defendant Call Auto & Equipment Sales, Inc. ("Call Auto") in essentially identical transactions.[2]

Appellants allege in their Complaints (B.R.2 & 42; L.R.2) that they were induced through fraud to pay money to

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[1] The transcript in the Betenson case will be cited as "B.R." and the transcript in the Lowin case as "L.R.".

[2] The allegations of both Complaints insofar as relevant to these appeals and to the claims against Respondent are for all intents and purposes the same. Respondent was not named as a Defendant in the original Complaint in the Betenson action. However, an Amendment to Complaint was filed on or about October 15, 1980, adding a cause of action against Respondent on its Dealer's Bond issued in favor of Call Auto (B.R.42).

Call Auto, which was engaged in the business as a motor vehicle dealer, in consideration for Call Auto's promise to repay Appellants' money together with a guaranteed profit in specified installments. Call Auto represented and agreed that all monies paid by Appellants would be at all times fully secured by property and equipment owned by Call Auto. Subsequently, Call Auto fraudulently disposed of substantially all of the property and equipment which Call Auto represented would serve as security for Appellants' indebtedness without regard to Appellants' security interest in that property and equipment and failed to repay Appellants as agreed.

The Complaints seek recovery against Respondent under a Dealer's Bond issued in favor of Call Auto in the amount of $20,000.00 pursuant to the provisions of Section 41-3-16, Utah Code Annotated (1953). Pursuant to the terms of the bond, Respondent agreed to pay any claims or judgments against Call Auto for violation of the Motor Vehicle Act or fraud.

In each transaction entered into with Appellants, Call Auto executed with Appellants a standard form agreement which Call Auto had prepared.[3] The form agreements each recited that Call Auto had approached each Appellant for the purpose of entering into an investment in Call Auto's business "as a type of joint venture", that Call Auto was going to use the funds in buying and selling various types of personal property and

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[3] All the agreements between Appellants and Call Auto were attached to the Complaints as exhibits (B.R.20-32; L.R.7). A copy of the form agreement entered into between Call Auto and the Lowin Appellants is attached hereto as Appendix A for the Court's reference.

equipment at a profit "in its business" and that Call Auto guaranteed to pay to each Appellant "as his or her share of the profits and investments" certain specific amounts in installments. In some cases, Call Auto even executed promissory notes (B.R.28).

Respondent subsequently moved to dismiss both Complaints as against it on the basis that Call Auto and Appellants were, as a matter of law, joint venturers with respect to Call Auto's business, and, consequently, Appellants were not entitled to the protection of the Dealer's Bond (B.R.100&134-142; L.R.23).

On or about January 28, 1981, the Trial Court granted the Motions to Dismiss with prejudice in both actions on the basis that the "joint venture" language of the form agreements conclusively established a joint venture between the parties as a matter of law. Therefore, the Court concluded Appellants were not entitled to the protection of the Dealer's Bond (B.R.144&156; L.R.28-29).

Appellants subsequently filed motions to reconsider the Orders of Dismissal or to at least modify those Orders to allow Appellants leave to amend the Complaints (B.R.169; L.R.30). These motions were denied by the District Court in February 1981, and, pursuant to Rule 54(b), Utah Rules of Civil Procedure, the District Court directed that final judgment be entered in favor of Respondent in both actions (B.R.174; L.R.36).

ARGUMENT

I. THE COURT ERRED IN RULING AS A MATTER OF LAW THAT APPELLANTS WERE NOT ENTITLED TO RECOVER UNDER RESPONDENT'S BOND.

The sole question before the District Court was whether, accepting the allegations of the Complaints in these actions as true, the Complaints nevertheless failed to state a claim against Respondent upon which relief could be granted. One author has stated the standard by which a Motion to Dismiss should be considered as follows:

> "For the purposes of the motion, the well-pleaded facts are taken as admitted. . . . A complaint should not be dismissed for insufficiency unless it appears to a certainty that plaintiff is entitled to no relief under any state of facts which could be proved in support of the claim. Pleadings are to be liberally construed." (2A Moore's Federal Practice, Sec. 12.08 at pp. 2266-74)

See also, Motivated Management Intern. v. Finney, 604 P.2d 469 (Ut. 1979); Barrus v. Wilkinson, 398 P.2d 207 (Ut. 1965); King Bros., Inc. v. Utah Dry Kiln Co., 374 P.2d 254 (Ut. 1962).

Even if a Complaint fails to state a claim it is an abuse of discretion for a Court to deny leave to amend, "if it appears at all possible that the Plaintiff can correct the defect." 2A Moore's Federal Practice, Sec. 15.10; Topping v. Fry, 147 F.2d 715 (7th Cir. 1945) ("Litigation is not an art in nice pleadings. It can and should seldom be settled on its merits at the pleading stage. . . .")

When viewed according to the standards set forth above, Appellants respectfully submit that the Judgments

appealed from should be reversed on the following grounds:

A. It is settled in Utah that a person who loans money to a motor vehicle dealer is entitled to protection under the Dealer's Bond.

B. Whether a joint venture or debtor-creditor relationship existed in these actions is a question of fact to be determined based upon all the facts and circumstances concerning the relationship between the parties and not solely from the terminology employed by Call Auto in its form agreements.

C. Even if the language of the form agreements is conclusive, as a matter of law, as to the existence of a joint venture, it is clear that the provisions of the agreements do not legally constitute a joint venture but rather create a debtor-creditor relationship between the parties.

D. In the event the Court feels the allegations of the present Complaints are inadequate to state a cause of action, substantial evidence exists in these cases that none of the parties, including Call Auto, intended to enter into joint ventures but rather intended and believed they had entered into loan transactions and Appellants should be allowed to amend their Complaints to more specifically allege that they entered into loan transactions with Call Auto and not joint ventures.

A. A PERSON LOANING MONEY TO A MOTOR VEHICLE DEALER IS ENTITLED TO PROTECTION UNDER THE DEALER'S BOND.

Pursuant to Section 41-3-16, Utah Code Annotated (1953), no person can engage in business as a motor vehicle dealer without

first obtaining a bond in the penal sum of $20,000.00 to protect the public. Section 41-3-18, Utah Code Annotated (1953), specifies the members of the public who are entitled to protection under such bond.

> "If any person shall suffer any loss or damage by reason of fraud, fraudulent representation or violation of any of the provisions of this act by a licensed dealer or one of his salesmen . . . such person shall have a right of action against such dealer . . . and/or the sureties upon their respective bonds." (Emphasis added)

This statute should be broadly construed to protect all persons doing business with a motor vehicle dealer. Western Surety Co. v. Redding, 626 P.2d 437 (Ut. 1981).

There is really no dispute between the parties that, as made clear by this Court in the case of Lawrence v. Ward, 300 P.2d 619 (Ut. 1956), a person loaning money to a motor vehicle dealer is entitled to the protection of the Dealer's Bond in accordance with the broad language of Section 41-3-18.

In Lawrence, the bank which financed the Defendant motor vehicle dealer's business recovered a Judgment against the dealer's bonding company for the fraud of the dealer. On appeal, the bonding company argued that the financier of a motor vehicle dealer's business was not within the class of persons intended by the statute to be protected by the bond. This Court rejected that contention and held that the financier of the motor vehicle dealer's business was entitled to be protected by the bond, quoting from the case of Commercial Standard Insurance Company v. West, 249 P.2d 830, 832 as follows:

> "The statute in question encompasses and the bond is given to cover the business of selling used cars. That this is more than just the actual sale or exchange of a used car is apparent from the statute itself. . . . A person who engages in the used car business, as in any business, must concern himself not alone with selling but with all the myriad details required to conduct such a business. That each part of the business contributes to the total success or failure is patent.
>
> "'Also the statute itself is broader, we believe, in allowing recovery against a principal and his surety by persons injured by the unlawful acts of the dealer than the narrow construction contended for by Appellant.'"

See, also, Massachusetts Bonding & Insurance Co. v. Central Finance Co., 237 P.2d 1079 (Colo. 1951).

Thus, if Appellants should be able to establish at trial that they were induced to loan money to Call Auto through fraud and have suffered damages as a proximate result of such fraud, then Plaintiffs are entitled to recover on Call Auto's Dealer Bond issued by Respondent.

B. WHETHER A JOINT VENTURE EXISTED BETWEEN THE PARTIES IS A QUESTION OF FACT TO BE DETERMINED AT THE TRIAL BASED UPON ALL THE FACTS AND CIRCUMSTANCES AND NOT MERELY FROM THE LANGUAGE OF THE AGREEMENTS.

Although, as argued below, Appellants do not believe that the language of the form agreement is such as to legally constitute a joint venture, even if the agreement on its face appeared to provide for a joint venture, the agreement would not

be conclusive as to whether a joint venture in fact existed.

In order to establish a joint venture, it must be demonstrated that:

1. The parties intended to establish a joint venture;

2. That they have an agreement to share the profits and losses of the venture;

3. That they have a proprietary interest in the business; and

4. That they have a right of mutual contol over the subject matter of the venture.

For example, in Bassett v. Baker, 530 P.2d 1 (Ut. 1974), the Plaintiff and Defendant entered into an oral agreement pursuant to which Plaintiff agreed to purchase 100 head of cattle, Defendant would care for the cattle, the offspring would be sold by Plaintiff and the profits divided equally. There was no agreement as to the sharing of losses should any occur. The trial court held that the relationship between the parties was that of joint venturers, ordered Defendant to account for certain calves which he had in his possession and held the parties would have to equally share the losses if any there were. In reversing the trial court's judgment and holding that no joint venture existed, this Court stated:

> "A joint venture is an agreement between two or more persons ordinarily but not necessarily limited to a single transaction for the purpose of making a profit. The requirements for the relationship are not exactly defined, but certain elements are essential: The parties must

> combine their property, money, effects, skill, labor and knowledge. As a general rule, there must be a community of interest in the performance of the common purpose, a joint proprietary interest in the subject matter, a mutual right of control, a right to share in the profits, and unless there is an agreement to the contrary, a duty to share in any losses which may be sustained.
>
> "While the agreement to share losses need not necessarily be stated in specific terms, the agreement must be such as to permit the court to infer that the parties intend to share losses as well as profits." (Id. at 2)

Each of the prerequisites set forth above presents a factual issue which cannot be answered on a Motion to Dismiss simply because the written agreements prepared by Call Auto used "joint venture" language, but rather must be determined based upon all of the facts, circumstances and conduct of the parties.

Thus, in Bender v. Bender, 397 P.2d 957, 962 (Mont. 1965), the Court stated:

> "To establish a joint venture or a partnership, it is necessary to determine the intent of the parties; such business relationships arise only when the parties intend to associate themselves as such. . . . there must be a joint proprietary interest and a right of mutual control over the subject matter of the enterprise or over the property engaged therein, and there must be an agreement to share the profits. . . . the intention of the parties has to be clearly manifested . . . and must be ascertained from all the facts and circumstances and the actions and conduct of the parties." (Emphasis added)

In Vineland Homes v. Barish, 292 P.2d 941, 947 (Cal. 1956), the Court, quoting from Lusher v. Silver, 161 P.2d 472, 473, said:

"In the last analysis the fact of partnership depends upon the intention of the parties. To determine this intent not only the words of the agreement itself, but the actions and conduct of the parties may be considered." (Emphasis added)

Likewise, in Porter v. Moore, 300 P.2d 513 (Mont. 1956) the Court observed:

"The appellant Porter complains that the District Court erred in determining that the contract entered into between the parties did not constitute a partnership. However, the existence of a partnership depends upon the intention of the parties which must be ascertained from all the facts and circumstances and the actions and conduct of the parties. . . . While both parties referred to the agreement as a partnership, in their pleadings and in their testimony, and both purported to have pleaded the alleged terms of the agreement nevertheless the allegation of 'partnership' is but a legal conclusion and neither the trial court nor the appellate court will be bound by nomenclature to the exclusion of substance." (Id at p. 517-518) (Emphasis added)

And, in Simpson v. Bates, 239 P.2d 749 (Ut. 1952), Defendant Simpson and Cross-Complainant Saunders were two licensed used car dealers who did business from the same used car lot and shared the rent, telephone, furnishings and buildings on the car lot. The sign on the premises read, "Used Cars" with Saunders' name at one end and Simpson's at the other. When one of them sold a car belonging to the other, he was paid a fee of $25.00.

In the transaction at issue there, Defendant Simpson had sold a car to a customer but Cross-Claimant Saunders was going to arrange the financing for the customer so Saunders filled out the contract with the customer showing himself as

seller. Defendant Simpson failed to deliver title to the car to the customer and Cross-Claimant Saunders sought to recover from Simpson's bonding company certain amounts he had been required to pay the finance company. The bonding company argued Saunders could not recover because he was a joint venturer with Simpson on the sale of the car. In rejecting this contention and affirming the judgment against the bonding company on the basis that Saunders and Simpson were not joint venturers because they had no agreement to nor did they share profits, this Court went behind the terms of the subject sales agreement showing Saunders as the seller (which if true would have precluded recovery on Simpson's bond), and examined the real nature and substance of the transaction which showed Saunders was not in fact the seller.

The rationale of the District Court's decision seems clear. That is, if Appellants were joint venturers or partners with Call Auto such that they had a right to or did in fact participate in the operation of Call Auto's business, Appellants were, in effect, co-owners of the business which obtained the bond for the protection of the public and should not be entitled to the protection of that bond. Assuming this reasoning is correct, the existence of a joint venture between the parties should be determined based upon what the parties intended and

what really happened, not by artificially limiting the inquiry to a few words from the form agreement. Based upon the foregoing authorities, it seems clear that neither the Court nor the parties are bound by the nomenclature used by Call Auto in its form agreement and that a factual issue is presented which must be resolved at trial.

C. EVEN IF THE LANGUAGE OF THE FORM AGREEMENT WERE BINDING, THAT LANGUAGE IS NOT SUFFICIENT TO LEGALLY CONSTITUTE A JOINT VENTURE.

As previously stated, the form agreements which were prepared by Call Auto recited that Appellants were paying money to Call Auto "as a type of joint venture" (whatever that is), that Call Auto was going to use that money to purchase and sell property at a profit "in its business" and that Call Auto guaranteed to pay Appellants a guaranteed "profit" in specified installments regardless of whether Call Auto made any profit in its business or the amount of such profits. Furthermore, the monies paid by Appellants were required to be fully secured by Call Auto at all times. And, in some of the transactions, Call Auto even executed promissory notes in favor of Appellants. The provisions of the form agreements on their face are not sufficient to constitute a joint venture under the standards set forth above.

First, it is clear under the agreements that the business is solely Call Auto's business and that Appellants are given no proprietary interest therein whatsoever and no right of control over the subject matter of the enterprise.

Second, although the agreements speak in terms of paying Appellants a share of the profits, there is no question but that the agreements in reality simply guarantee that Appellants will be paid a set amount regardless of the profits or losses realized by Call Auto in its business. To secure these debts, the agreements purported to grant security interests in Call Auto's assets to Appellants. The Court faced a similar situation in Marnon v. Vaughan Motor Co., 194 P.2d 992 (Ore. 1948). In that case, the Plaintiff had invented a lift truck and the parties entered into an agreement pursuant to which Defendant was to produce the lift truck. Plaintiff set up dealerships throughout the country and was to receive eight per cent of gross sales. The Court held that the agreement did not constitute a joint venture, saying:

> "He (Marnon) was not at that time, under any definition of joint adventure that we have seen or within the holding of any case to which we have been referred, a joint adventurer with Vaughan, because he did not share in the profits of the business as such, but under his agreement was entitled to his compensation of eight per-cent whether there were profits or not." (Emphasis added)

Moreover, even if the agreements in the present case gave Appellants a share of the profits of Call Auto, that fact would not be conclusive as to the existence of a joint venture if it is shown that Appellants were being paid those profits in repayment of a loan and not because they were co-owners of the business. Thus, Utah Code Annotated, Section 48-1-4(4), provides as follows:

"The receipt by a person of a share of the profits of a business is prima facia evidence that he is a partner in the business, but no such inference shall be drawn if such profits were received in payment:

"(a) As a debt by installments or otherwise.

. . .

"(d) As interest on a loan, though the amounts of payment vary with the profits of the business."

To the same effect, see Hayes v. Killinger, 385 P.2d 747 (Ore. 1963); True v. High Plains Elevator Machinery, Inc., 577 P.2d 991 (Wy. 1974); Nelson v. Abraham, 177 P.2d 931 (Cal. 1947).

Finally, there is no agreement whatsoever as to sharing the losses of Call Auto and the circumstances are not such as to permit the Court to infer such an agreement in view of the fact that many of the Appellants have been repaid certain amounts notwithstanding the fact that Call Auto suffered very substantial losses. Such an agreement is essential to the existence of a joint venture. Bassett v. Baker, 530 P.2d 1 (Ut. 1974).

D. IF THE PRESENT COMPLAINTS ARE NOT SUFFICIENT TO STATE A CAUSE OF ACTION, LEAVE TO AMEND THE COMPLAINTS SHOULD BE GRANTED AS SUBSTANTIAL EVIDENCE HAS BEEN ADDUCED IN THESE ACTIONS THAT NONE OF THE PARTIES INTENDED TO ENTER INTO JOINT VENTURES BUT, RATHER, INTENDED TO ENTER INTO LOAN TRANSACTIONS.

Appellants respectfully submit that the present Complaints are sufficient to state a cause of action against Respondent and that the District Court's Orders dismissing the Complaints should be reversed. However, should this Court believe that the Complaints are not sufficient to state a cause of action, it is

submitted that the trial court's Orders should be reversed at least to the extent of allowing Appellants leave to amend the Complaints to more specifically allege that no joint ventures were intended to be entered into, nor were they entered into, and that the transactions between the parties constituted loan transactions.

Such a ruling is clearly in the interest of justice as substantial evidence exists already in this action that the parties did not intend to enter into joint ventures nor did they believe that such relationships had been entered into. For example, Call Auto alleges in its Answers in these actions that the transactions with Plaintiffs were loan transactions (B.R.74; L.R.12). Also, the Affidavit of Call Auto's President, Elroy T. Barlow (B.R.65-66) shows very clearly that Call Auto intended to and believed it had entered into secured loan transactions with Plaintiffs, not joint ventures. Thus, Mr. Barlow states in part:

> "Affiant represents . . . that as early as February 7, 1979 (six months before Appellants first paid any money to Call Auto) pursuant to a Board of Directors Meeting attended by Mr. Campbell, there it was unanimously decided Call Auto should continue receiving loan proceeds from individual parties." (Emphasis added)

Mr. Barlow further states in his Affidavit that:

> "At a Board of Direcotrs Meeting held on October 15, 1979, . . . loans by individual creditors were discussed and it was unanimously agreed that an effort should be made to reduce the amount of interest previously approved on such loans . . .
>
> "Affiant further represents that at all times during the operational period of Call Auto, he has discussed and acted in concert with L. A. Campbell in making business decisions for the corporation to include though not limited to the authority to obtain loans from individual lenders together with the interest and terms of such loans." (Emphasis added)

In addition, Call Auto has produced minutes of Board Meetings during 1979, both before and after Appellants initially paid money to Call Auto, showing very clearly that Call Auto viewed the transactions as loans (B.R.115&119). The Affidavit of L. A. Campbell, a principal shareholder and officer of Call Auto, also shows that Call Auto believed it had borrowed the money from Appellants (B.R.62).

Consequently, it is respectfully submitted that under these circumstances it was an abuse of discretion for the trial court to deny leave to amend the Complaints where very clearly any possible defects in the Complaints could be corrected.

CONCLUSION

It is respectfully submitted that the District Court erred in dismissing the Complaints with prejudice and without leave to amend and that the Judgments should be reversed by this Court. Appellants should not be precluded from recovering on the Dealer's Bond issued by Respondent in favor of Call Auto simply because the form agreements prepared by Call Auto use the term "as a type of joint venture". Rather, the true nature of the relationship between the parties should be determined based upon all the facts and circumstances at trial. Appellants should be given the opportunity to prove at trial that they had no right to, nor did they, participate in or control the operation

of Call Auto's business and that they simply made what they belie
were secured loans to Call Auto.

DATED this 27th day of May, 1981.

Respectfully submitted,

BURBIDGE, MABEY & MITCHELL

By _____
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APPENDIX A

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AGREEMENT

THIS AGREEMENT, entered into this 26th day of April, 1980, by and between Eugene Lowin or Geneva L. Lowin herein referred to as FIRST PARTY, and Call Auto & Equipment Sales Inc. herein referred to as SECOND PARTY:

WITNESSETH

WHEREAS, SECOND PARTY has an established business in the buying and selling of all types of personal property and equipment, and:

WHEREAS, SECOND PARTY has approached FIRST PARTY for the purpose of entering into an investment in their business as a type of joint venture, and;

WHEREAS, each of the parties have obtained independent legal counsel and are fully aware of this business transaction;

NOW, THEREFORE, in consideration of the mutual promises of the parties and as further set forth herin, the undersigned parties hereby agree as follows:

1. FIRST PARTY herewith pays over to SECOND PARTY the sum of Thirty Thousand Dollars ($ 30,000.00) cash to be used by SECOND PARTY in buying and selling various types of personal property and equipment at a profit in its business.

2. SECOND PARTY agrees and guarantees to pay over to the FIRST PARTY, as his or her share of the profits and investment, the following sums of money on the following dates:

(a) April 26, 1980 the sum of $750.00 Dollars, and $750.00 May 26, 1980 and
(b) $750.00 Dollars June 26, 1980, and $750.00 Dollars July 26, 1980 and $750.00 Dollars August 26, 1980 and $750.00 Dollars September 26, 1980 and $750.00 Dollars October 26, 1980, and $750.00 Dollars November 26, 1980 and
(c) $750.00 Dollars December 26, 1980, and $750.00 Dollars January 26, 1981 and
(d) $750.00 Dollars February 26, 1981, and $750.00 Dollars March 26, 1981 and $750.00 Dollars April 26, 1981 or continue on at $750.00 per month for [illegible] mutually agreed by both parties

The above amount of money represents the purchase price of _____

_____

Serial Number _____.

This agreement give Call Auto and Equipment Sales, Inc. clear title to the above mentioned equipment free and clear of any and/or all liens and encumbrances. This agreement also gives Call Auto and Equipment Sales, Inc. the right to sell the equipment.

3. It is further understood that the amount of investment to be returned to FIRST PARTY will also be shown by and secured by various personal property and equipment in the business, but it is further understood that SECOND PARTY shall be able to deal at a profit with that property and equipment if they deem it expedient and proper.

4. It is further understood and agreed that the parties hereto may continue the investment for an additional one year period or longer, if the parties may determine, under the same terms and conditions and repayment of profits to FIRST PARTY as set forth in paragraph 2 herein.

INWITNESS WHEREOF, the undersigned parties have executed this agreement the day and year first above written.

Eugene L. Lewis
Thelma L. Lewis
FIRST PARTY

Call Auto & Equipment Sales Inc.
Elroy T. Barlow Pres.
SECOND PARTY