Award No. 18447
Docket No. CL-18572

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John H. Dorsey, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the system Committee of the Brotherhood (GL-6702) that:

(1) Carrier has violated, and continues to violate, the Clerks' current Agreement in using persons not covered by the Agreement for performing work encompassed in the Agreement, formerly performed by employes within and under the Agreement.

(2) That furloughed Group 2 employes G. W. Pace and J. L. Curbow each now be compensated for not less than eight hours per day, five days per week at Messenger-Porter rate of pay, effective from April 16, 1968, and continuing likewise until the work complained of is returned to employes holding rights thereto and the violation corrected.

EMPLOYES STATEMENT OF FACTS: Claimant G. W. Pace holds Group 2 seniority under the Clerks' Agreement dating from March 9, 1944. He is a furloughed employe at Pine Bluff, Arkansas, performing such work available to him in accordance with his seniority. He is not a protected employe under the February 7, 1965 National Employment Stabilization Agreement.

Claimant J. L. Curbow holds Group 2 seniority under the Clerks' Agreement dating from August 12, 1951. He is a furloughed employe at Pine Bluff, Arkansas, performing work available to him in accordance with his seniority. He is a protected employe under the February 7, 1965 Agreement, protected on 96.0 hours per month.

Group 2 employes under Rule 1 - Scope - includes those employes classed as:

"Office boys, Messengers * * *;

* * * * *

issued by Superintendent Lacy July 6, 1967, covering new positions classified as yard clerks, which assignments were made effective July 17, 1967. There was not a reduction in force, but merely a reclassification of the Messenger-Porter positions to that of Yard Clerks.

Following reclassification of the Messenger-Porter positions, ice dock laborers continued to perform incidental cleaning work as they had been doing for many years.

June 13, 1968, claims were filed in favor of extra Group 2 employes G. W. Pace and J. L. Curbow alleging that employes not covered by the Clerks' Agreement were being used to perform routine janitorial work.

The claim was denied.

Exhibits 1 to 14, inclusive are attached hereto and made a part hereof.

The applicable schedule agreement is that with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes effective April 1, 1946, reprinted January 1, 1963, copy of which is on file with the Board.

(Exhibits not reproduced.)

OPINION OF BOARD: Rule 1 — SCOPE of the confronting Agreement reads in pertinent part:

> 1-1. These rules shall govern the hours of service and working conditions of all the following class of employes, subject to exceptions noted below:
>
> * * * * *
>
> Group 2. Other Office, station and storehouse employes such as:
>
> * * * * *
>
> Office and station porters, janitors, charwomen, cleaners and maintainers; (Emphasis ours.)

Claimants herein are Extra Group 2 employes.

In December 1961 Carrier advertised two clerks positions at Pine Bluff Yard: Messenger-Porter; and, Relief Messenger-Porter Position No. 11. Listed among the duties of each position is "perform janitorial duties yard office, locker rooms and towers in Pine Bluff Yard." Effective July 16, 1967, each position was abolished. After the abolishments Petitioner filed claim that: (1) janitor work as described in the above referred to advertisements is contractually reserved to Group 2 employes; and (2) beginning April 16, 1968, Carrier assigned two Ice Dock Laborers to perform the janitor work in violation of the Agreement. In the claim, as processed on the property, is listed 20 dates from April 16 through May 31, 1968, with number of alleged total hours worked by the Ice Dock Workers. The prayer for compensation is that each Claimant be paid at the pro rata rate for Group 2 work "per eight hour day and time and one-half rate for time in excess of eight hours on each day claimed;" and, further, "be paid for equivalent time on subsequent

dates the violation occurs, until corrected, and that a check of the factual records be made to determine amount of time due on subsequent dates."

On the property Carrier denied the Claim for the given written reasons: (1) it is not supported by Agreement Rules; (2) "Ice dock laborers are not being used to perform any work generally recognized as that coming within the Scope of Clerks' Agreement;" and (3) the alleged continuing violation with prayer for compensation "is clearly banned under the time limit provisions of the August 21, 1954 Agreement as dates and amount of time are not specified."

There is substantial evidence in the record to support findings that: (1) the work involved is contractually reserved to employes in Group 2 of the Scope Rule; and (2) Carrier violated the Clerks' Agreement in assigning the work to Ice Dock Laborers. We, therefore, will sustain paragraph 1 of the Claim.

Paragraph 2 of the Claim raises the following issues: (1) the proper method of computing compensatory damages to remedy the violation of the Agreement; (2) whether the continuing violation is properly pleaded; and (3) the authority of this Board to direct Carrier to engage in a joint check of its records to fix with certainty dates of violations, if any, after May 31, 1968, and hours worked by Ice Dock Workers in the performance of janitor duties in yard office, locker rooms and towers in Pine Bluff Yard.

Carrier did not deny that the Ice Dock Laborers performed janitor work on the specific dates listed in the Claim; nor, did it adduce material and relevant evidence — in its sole custody — kept in the ordinary course of business, as to the exact number of hours on each date that the Ice Dock Workers were so engaged. While Petitioner had the burden of proof once it made out a prima facie case of Agreement violation, as it did herein: (1) the burden of going forward with its rebuttal evidence shifted to Carrier; and (2) Carrier had the burden of proving its affirmative defenses if it had any. In adversary civil proceedings the judge of the facts may conclude that if one of the parties having in its sole possession and control material and relevant records which it fails and/or refuses to produce, such evidence, if produced, would be detrimental to that party's case. Neither party can be permitted to evade its contractual obligations and avoid the consequences of violation because it fails or refuses to make full disclosure of material and relevant facts. Carrier having failed to prove any affirmative defense or raise issue on the property as to measure of damages prayed for in paragraph 2 of the Claim, we will sustain the compensation prayed for in that paragraph relative to the specific dates listed in the Claim in the processing on the property.

We reaffirm the principle that Carrier is not required by agreement or otherwise to make available its records to a collective bargaining agent bent on a fishing expedition looking for information from which it might develop claims. But, after a claim has been filed, which contains in its content the procedurally indispensable substance, Carrier acts at its peril if it fails or refuses to adduce its records which contain material and relevant evidence. To hold otherwise would be destructive of the Congressional intent expressed in the Preamble and Section 2. First and Second; and, Section 3 of the Railway Labor Act.

We now reach the issues as to whether: (1) the continuing claim alleged in paragraph 2 of the claim is properly pleaded; and (2) this Board has the

statutory authority to order a joint check of Carrier's records to discover and fix dates and extent of violations in the period subseqeunt to the filing of the claim in the usual manner on the property.

The August 21, 1954 Agreement provides for the disposition of continuing claims. Such claims have as their objective the prompt disposition and remedying of a violative continuing course of conduct. There could be no such claims if, as Carrier contends, they are barred because the claim as presented does not specify in futuro "dates and amount of time." Further, a holding that this Board is without jurisdiction to order Carrier to produce its records to make certain "dates and amount of time," which are the gravamen in remedying the continuing violative conduct, would have the effect of absolving Carrier from its statutory duty to "maintain agreements" which is imposed by law. Section 2. First of the Act. We find that the continuing claim is well pleaded and that this Board has jurisdiction to order Carrier to produce its records containing material and relevant evidence to fix dates and extent of violations within the ambit of the pleaded continuing violations.

When the parties, by joint check of Carrier's records, have fixed the dates of violation subsequent to May 31, 1968 and the amount of time on each date Ice Dock Laborers performed janitor work at Pine Bluff Yard we will award that Carrier compensate Claimants as follows:

1. If only one Ice Dock Laborer performed janitor work on a given day the senior available Claimant will be paid for a call if total time is 2 hours or less — if over 2 hours he will be paid a day at pro rata rate — if over 8 hours the excess added at time and one-half;

2. If two Ice Dock Laborers performed janitor work on a given day the senior available Claimant will be paid under the formula in 1, above, for work performed by the Ice Dock Laborer having spent the most time engaged in janitor work; and, the junior available Claimant for work performed by the other Ice Dock Laborer;

3. Claimants to be paid as provided for in 1 and 2, above, only if available on the specific date; and

4. On each specific date within the contemplation of 1 and 2, above, if the compensation computed as per those provisions is less than the amount actually earned by a Claimant on said date in the employe of Carrier, a Claimant shall receive no additional compensation for that date — if the amount actually earned is less than compensation provided for under 1 and 2, above, Carrier will pay the eligible Claimant the difference.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and hold:

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Carrier violated the Agreement.

AWARD

Paragraph 1 of Claim sustained.

Paragraph 2 of Claim sustained to the extent of compensation as prescribed in the Opinion, supra.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 19th day of March 1971.

CARRIER MEMBERS DISSENT TO AWARD 18447, DOCKET CL-18572

(Referee Dorsey)

I

This is another case in which the Employes rely solely on a general scope rule and past practice as a basis for claiming exclusive rights to particular work. Certainly it is now axiomatic that in order to prevail in such a case they have "the burden of proving that the employes covered by the agreement have, historically and customarily, exclusively performed the work on the property." See Award 13923 (Dorsey) involving these same parties and agreement.

The Employes have been vague about the specific duties which they are claiming, being content to describe them in the claim letter as "routine Group 2 work" and in the appeal letters as "routine janitorial work" which allegedly had been performed by clerks for "over fifty years." They claim that such routine work is now occasionally assigned to ice dock laborers. They expressly disclaim any exclusive right to various cleaning up and furniture moving functions that would be considered janitorial work in a broad sense of the term. The record thus shows that they used the word "routine" in its usual sense in their claim letters, thereby limiting the claim to day by day janitorial functions regularly and traditionally performed by Clerks.

The General Superintendent denied the claim on the basis that no routine janitorial work was being done by the ice dock laborers and that such employes were not performing any of the work coming within the scope of the Clerks' Agreement. He stated in his letter disallowing the claim:

> "Contrary to your allegation, ice dock laborers are not being used to perform routine janitorial work. Ice dock laborers have always been used after re-icing cars to fill out their time in picking up debris around offices, mowing grass, washing windows and automobiles and occasionally giving some offices or building a general washdown. Ice dock laborers are not being used to perform any work generally recognized as that coming within the Scope of the Clerks' Agreement." (Emphasis ours.)

Subsequent appeals of the General Chairman and subsequent denials of the Carrier on the property did not deviate from the foregoing either as to the identity of the specific work being claimed or as to Carrier's position that all such work was still being performed by the clerks.

The Employes submitted no evidence on the property to support their claim that routine janitorial work under the scope of the Clerks' Agreement was being performed by ice dock laborers. The record fully substantiates Carrier's repeated statements that:

> "At no time during the handling of this claim on the property have the Employes supported their allegation with any evidence or in any way shown that the ice dock laborers are performing work reserved exclusively to clerical employes under the agreement. They did not deny that ice dock laborers had performed incidental cleaning work for many years, but merely alleged that the ice dock laborers were performing 'routine janitorial work,' which was denied by Carrier."

Surely it is not necessary to cite authorities on the point that only the evidence submitted to the other side on the property can be considered by the Board, and since the Employes submitted none on the property, they have none before the Board, despite their belated quotation of a single yardmaster's statement. Under the circumstances, this general statement of a single yardmaster would not support an inference favorable to the Employes even if admissible; see the discussion of evidence under Subdivision III, below.

In view of the perfect clarity of the record on the points we have mentioned, we are completely mystified by the Referee's arbitrary finding that the record contains "substantial evidence" that Carrier has violated the agreement by assigning work covered by the agreement to ice dock laborers, and by his further finding that:

> "Carrier did not deny that the Ice Dock Laborers performed janitor work on the specific dates listed in the Claim; * * *"

We therefore believe this record clearly establishes that the Referee acted arbitrarily and capriciously to the extent that he purported to find the Employes had proved work reserved exclusively to clerks had been assigned to ice dock laborers and also to the extent that he purported to find Carrier failed to deny that janitor work (that is, "routine" janitor work, which is all that is involved in this claim) is now assigned to ice dock laborers.

II

We turn now to the procedural aspects of the award. Carrier's procedural argument that the Employes were obligated to specify all dates for which claim is being made is rejected by the Referee on the erroneous theory that this is a continuing claim. Neither the facts recited by the Referee in the award itself, nor the facts ultimately asserted by the Employes (which are substantially different, as we shall note), indicate the presence of a continuing violation. The Referee gives us this version of the facts in the award:

> "In December 1961 Carrier advertised two clerks positions at Pine Bluff Yard: Messenger-Porter; and, Relief Messenger-Porter Position No. 11. Listed among the duties of each position is 'perform

janitorial duties yard office, locker rooms and towers in Pine Bluff Yard.' Effective July 16, 1967, each position was abolished. After the abolishments Petitioner filed claim that: (1) janitor work as described in the above referred to advertisements is contractually reserved to Group 2 employes; and (2) beginning April 16, 1968, Carrier assigned two Ice Dock Laborers to perform the janitor work in violation of the Agreement. * * *" (Emphasis ours.)

Were these asserted facts all true, there certainly would be no continuing violation; for this Board has consistently ruled that both the abolishment of a position and the assignment of work are single acts which may only give rise to a single violation though damages or consequences continue. See Awards 11167 (Sheridan), 12045 (Engelstein), 14450 (Ives), 15757 (Harr), 16164 (Miller), 18059 (Dugan), and others. See also Award 15691 (Dorsey) which involved a claim that a carrier had "removed work covered (by the Clerk's Agreement) and assigned it to outsiders;" the Referee rejected the Employes' contention that the claim was a continuing one and dismissed it beacuse not timely presented.

The following extract from the Employes' statements in the record shows that the Referee's recitation of the facts presents a half truth; this extract also corroborates Carrier's consistent contention that the two clerk positions were not in reality abolished, but only reclassified, with no reduction in forces and no change in regular assignment of the work:

"Carrier's purpose in abolishing the Messenger-Porter positions and RECLASSIFYING THEM AS NEW YARD CLERK POSITIONS, as told to Division Chairman Pinckard by Assistant Superintendent Garrett, WAS THAT THE MESSENGER-PORTERS HAD SOME IDLE TIME ON THEIR TOUR OF DUTY AND THE YARD CLERKS OFTEN NEEDED ASSISTANCE in checking, weighing cars, securing seal and ventilation records, etc., or else work the Yard Clerks overtime. And by reclassifying the Messenger-Porter positions to that of Yard Clerks, they could then be used for assisting the Yard Clerks when needed. Nothing was said about using someone else for performing the janitorial work, and the Advertisement Bulletin No. N-29-Clerks, of June 22, 1967, bulletining the former Messenger-Porter positions as new Yard Clerk positions, described the assigned duties thereof as 'delivering messages, waybills, doing necessary janitorial work in required offices and buildings, driving Train and Engine crews to and from diesel facilities, obtaining seal and ventilation records, weighing cars and performing any outside checking necessary.'

THUS, THE 'JANITORIAL WORK' IS STILL A PART OF THE NEW YARD CLERKS REGULAR ASSIGNED DUTIES, but when all their time is taken up in performing their other assigned duties, producing productive work, and they are unable to get around to performing the janitorial work, except on overtime, the ice dock laborers are used for performing the janitorial work, which is in violation of our Agreement and is the basis for the instant claim. IT IS ONLY WHEN THE OCCUPANTS OF THE NEW YARD CLERK POSITIONS ARE UNABLE TO TAKE CARE OF THE JANITORIAL WORK. DURING THEIR ASSIGNED HOURS, THAT THE ICE DOCK LABORERS ARE INSTRUCTED AND USED TO

PERFORM THE JANITORIAL WORK." (Underlining in original; other emphasis ours.)

Thus, the Employes finally rest their case on the specific contention that the routine janitorial work involved in this claim still remains regularly assigned to clerks by the current bulletins, that the clerks regularly do it, and that it is "only when the occupants of the new Yard Clerk positions are unable to take care of the janitorial work, during their assigned hours," that ice dock laborers are allegedly called for that work. If this final version of the facts by the Employes were actually true we would have a case which might involve repeated violations, but not a continuing violation. See our recent Award 17233 (Dugan) and Second Division Award 3777 (Stone). The repeated, rather than the continuous, nature of the violation thus alleged by the Employes is especially evident because the work properly assigned to the ice dock laborers is admittedly diversified and the Employes frankly disavow any claim to much of that work which could be classified as janitorial in character. The Employes frankly state in their rebuttal that:

> "We are not contending Carrier violated our Agreement when it used the two ice dock laborers for performing the work of 'picking up debris around offices, mowing grass, washing — company vehicles, moving furniture and equipment,' * * *"

The Employes also make no claim to the ice dock work and extensive record removal work and other functions which the record shows to be assigned to ice dock laborers.

Thus, each claim based on a call of an ice dock laborer would necessarily present its own individual facts, with no necessary relationship between one call and another. There could be no conceivable justification for attempting to group all such calls together as a continuing violation.

Another procedural objection raised by Carrier is that paragraph 2 of the claim submitted to the Board was never submitted to the officer of Carrier authorized to receive such claims, but rather was created by the General Chairman at the appeal level. While this objection is not mentioned by the Referee in the award, he was apparently aware of it for he himself attempted to remedy the situation by ignoring paragraph 2 of the claim actually presented to the Board and reaching back to the original paragraph 2 which was initially presented and later abandoned on the property. A comparison of paragraph 2 of the Statement of Claim herein (the only prayer for compensation or other relief which the Employes included in their Statement of Claim to the Board) with the analysis of the "prayer for compensation" which the Referee has given us in the award reveals some very fundamental differences. The Referee's analysis of the prayer was copied for the most part from the claim initially presented to the authorized officer of Carrier on the property. When that claim was received, Carrier emphatically denied that any work belonging to the clerks had been transferred to the ice dock laborers and further denied that the Employes had a right under their agreement to have a check made of Carrier's records "for the purpose of determining information on which claim can allegedly be based." Paragraph 2 of the claim initially presented on the property, which the Referee states will be sustained in lieu of paragraph 2 of the claim before the Board, was for the total time worked by the ice dock laborers during the period April 16 through May 31, 1968, and not for the time they allegedly performed janitorial work, as shown by the following excerpt from the Employes' statement in the record:

"The dates and amount of time detailed in Local Chairman Pinckard's claim letters to General Yardmaster Taylor and former Superintendent Lacy (Employes' Exhibits C and E) represents the dates and total time shown on the Gravity Yard Office clerical payroll as worked by the ice dock laborers, April 16, 1968 through May 31, 1968, it isn't broken down as to the amount of time devoted to the icing of cars and the amount of time devoted to the janitor or porter work they performed on those dates for which Claimants were available and should have been used."

In apparent recognition of the fact that the Employes had no right to a check of Carrier's records in this specific case, the General Chairman abandoned the request for such a check when he appealed the claim. He also attempted to substantially change the claim to a demand for "not less than 8 hours per day, 5 days per week." This improperly amended prayer for relief is the only prayer for relief that the Employes attempted to appeal to the Carrier's highest officer in this case and hence they were precluded from submitting any different prayer for relief to this Board, under the rule that prohibits submitting any issue to this Board that has not been properly handled with Carrier's highest officer in the usual manner. See Award 15449 (Dorsey). Furthermore, the Employes were precluded from submitting this improperly amended prayer for relief to the Board, at least to the extent that it expanded on the original prayer, because it was never filed and handled with the officer of Carrier authorized to receive such claims.

III

Finally, we feel obligated to dissent to portions of the award dealing with questions of evidence and burden of proof. We will first say that we are in complete agreement with the rules of evidence cited by the Referee, so long as they are correctly applied.

The primary difficulty in this case is that the Referee has misapplied them on the basis of the categorically false assumption that "Carrier did not deny that the Ice Dock Laborers performed janitor work on the specific dates listed." Here we must assume, of course, that the "janitor work" to which he refers is the "routine" work claimed in the Statement of Claim filed with Carrier on the property. Various other janitor work is not claimed and is not involved.

As we have noted, the specific claim made by the Employes was that Carrier had assigned "routine janitorial work" formerly done by the clerks to ice dock laborers. Carrier expressly denied that contention, and also denied that the ice dock laborers were doing any work whatever that was reserved to clerks. Carrier could not have been more precise and categorical in its denial of the specific claim that was presented, and certainly in the face of this record no court should accept the Referee's erroneous finding to the contrary. See **Universal Camera v. NLRB**, 340 U. S. 474, 497, where the Supreme Court says:

"This Court has refused to accept assumptions of fact which are demonstrably false."

Carrier tells us repeatedly that the Employes adduced no evidence whatever to support their contentions during handling on the property, and the

Employes have placed no probative evidence in their submission which refutes these statements; hence, the Employes did not make out a prima facie case and there is no basis for shifting the burden of going forward with the evidence to Carrier.

We are especially intrigued by the application which the Referee gives to the rule regarding the withholding of evidence. The rule is well stated in 29 Am Jur 2d, Evidence §131, as follows:

> "Ordinarily, the burden of proving every element of a claim is on the one who asserts it, but for practical reasons the burden of explanation or of going forward with the evidence is sometimes placed on a party-opponent who has information lacking to the one who asserts and seeks to establish a fact. In other words, where the evidence is entirely within the possession of one of the parties to a case, or where a particular fact necessary to be proved rests peculiarly within the knowledge of one of the parties, it is his duty to produce it or to come forward with the proof. If he fails to do so, an inference or presumption is raised that the evidence, if produced, would be unfavorable to his cause. This rule, sometimes referred to as the 'rule of inconvenience,' is merely one as to the procedure at the trial, and does not change the burden of proof or free the plaintiff from the rule that he cannot invoke the consideration of the jury unless there is some substantial evidence upon which to base the essential findings in his favor." (Emphasis ours.)

The record before us indicates that the Employes had equal access to all the relevant facts in this case, and there is no evidence that Carrier's records contain anything of significance which is not fully known to the Employes. Time records are mentioned, but totally irrelevant is the mere record of time that ice dock laborers were carried on the time roll of the chief dispatcher or of the gravity yard office; for the Employes disavow any claim to work normally done by the ice dock laborers while being carried on such payrolls. As we have noted, they submitted their claim to "routine" work for which ice dock laborers were allegedly sometimes called beginning April 16, 1968. While the Referee exhibits an interesting tendency to speculate on what might be in Carrier's records and what should be there, he completely ignores the fact that the Employes claim their files contain statements of 16 yardmasters, yardmen, telegraphers and clerks that were never submitted to Carrier on the property. Belatedly, in their submission to this Board, they submit what purports to be the statement of one yardmaster and that statement is properly challenged by Carrier because it was never submitted on the property. Despite his concern about Carrier's records, totally unconcerned is the Referee about this withholding of evidence by the Employes on the property. As a matter of fact, our reading of the record indicates the Employes had the best evidence available to them. It is the Employes who tell us that it was only when the two reclassified clerks were unable to complete all of the janitor work regularly assigned to them that Carrier allegedly called in the ice dock laborers to finish such work instead of working the regular employes overtime (see their statement quoted above). Certainly, these two clerks were keenly aware of the specific functions assigned to them and if any of these functions had been withheld from them and assigned to ice dock laborers on any date, they would necessarily have known. That these two clerks would have all the specifics on any work taken from them by the ice dock laborers on any given date is far more probable than that the keeper of the time rolls

would have such information. The Employes do not allege these two members of their Organization were uncooperative or withheld anything.

To us, the failure of the Employes to come forward with any statement from these two clerks who necessarily knew the true facts is tantamount to an admission that the true facts would not support their claim. Furthermore, the Employes' abandonment on the property of their request for a check of Carrier's records constituted a frank admission that these records contained nothing tending to support the claim. We have no reason to doubt Carrier's complete honesty with regard to the records not being determinative as to the time spent in the various types of work by ice dock laborers and are convinced that if a search is ultimately made of Carrier's records, it will reveal nothing that supports any payments whatever to the Claimants under the claim filed with Carrier.

For these and other reasons which were fully stated to the Referee in the memorandum handed him at the panel discussion of the case, Carrier Members are convinced that the entire claim should have been dismissed or denied and this award is invalid to the extent it purports to sustain any par thereof.

G. L. Naylor

R. E. Black

P. C. Carter

W. B. Jones

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