

Feb.
H-17

Firestone Synthetic Rubber & Latex Company

DIVISION OF THE FIRESTONE TIRE & RUBBER COMPANY

HARVEY S. FIRESTONE - FOUNDER

P. O. DRAWER 1361

LAKE CHARLES, LOUISIANA
70601

August 24, 1971

Mr. A. E. Willms
Whittaker, Clark, & Daniels, Inc.
1000 Coolidge Street
South Plainfield, New Jersey 07080

Dear Sir:

We are in receipt of your letter of August 10, 1971, in which you are taking exception to our Debit Memorandum 8-5444 in the amount of \$230.00. This exception to your billing was taken because of our Receiving Department received only 80,000 pounds of talc on our P.O. 71-4505. —

In going over the receipt of this material, our Receiving Clerk states that there was no packing slip enclosed in Car TP-775078, He also states that he made a physical count of the material and found the shipment to consist of only 1,600 fifty pound bags.

Unless you can furnish us more valid packing information than the bill of lading you enclosed with your letter, we still must take exception to your Invoice 044838. If you can further justify your exception to our Debit Memorandum please notify the writer.

Sincerely,

R. C. SUBRA
Purchasing Agent

By: *A. A. Haymon, Jr.*
A. A. HAYMON, JR.
Buyer

PLAINTIFF'S
EXHIBIT
WCD-256

4408-Tale

RCS:AAH:sme
cc: Accounting & Mr. Jimmy Rasbury
N Your Symbol

Uniform Domestic Straight Bill of Lading, adopted by Carriers in ORR 1, Southern, Western and Illinois Classification Territories, March 15, 1972, as amended August 1, 1970 and June 15, 1941

UNIFORM STRAIGHT BILL OF LADING—ORIGINAL—NOT NEGOTIABLE

The Texas and Pacific Railway Company

ST 5 Car at OR 1st Street

CAR INITIALS AND NUMBER

EX T 775075

company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own line, or to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions in back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

RECEIVED, subject to the classification and tariffs in effect on the date of the issue of this Bill of Lading, the property described below, in apparent good order, except as noted (contents and condition of packages unknown), marked, consigned, and destined as indicated below, which the carrier agrees to carry to its usual place of delivery at said destination, if on its own line, or to deliver to another carrier on the route to said destination.

FROM

STATION

STATE

No. 1

1463, Allamore 3/A 1459 Van Horn, Texas

(FULL NAME OF SHIPPER AND, FOR C. & D. SHIPMENTS, STREET AND POST OFFICE ADDRESS)

Whittaker, Clark & Daniels

DATE OF LADING DATA

6/3/71

BILL OF LADING NO.

INVOICE NO.

CUSTOMER'S NO.

SCALE WEIGHT OR WEIGHING BUREAU STAMP

ONSIGNED TO

Firestone Synthetic Rubber & Latex Co.

Mail or street address of consignee—
For purpose of notification only.

DESTINATION

STATE OF

COUNTY OF

West Lake Charles, Louisiana

ROUTE DESIGNATED BY SHIPPER

Tr Shreveport KCS

DELIVERING CARRIER

KCS

WEIGHED AT

GROSS

TARE

NET

The description and weight indicator
Subject to verification by the
WESTERN WEIGHING & MFG. BUREAU
According to Agreement.

It is further provided that, if the property is to be delivered to the consignee at a place other than the place of destination, the shipper shall be responsible for the cost of delivery to the consignee at such place.

SHIPPER'S SIGNATURE AND DATE

SIGNATURE OF CONSIGNOR

PICKUP SERVICE

YES NO
DELIVERY SERVICE
REQUIRED

IF CHARGES ARE TO BE PREPAID, WRITE OR STAMP HERE
"TO BE PREPAID."

Collect

CHARGES ADVANCED:

Amount \$.....
to apply as payment of the charges on
property described herein.

SHIPPER'S SPECIAL INSTRUCTIONS

DO NOT WEIGH

11-2-71

1318-882-1211

Ligler

TRAILER OWNER & NO.

TOFC PLAN

PKGS.	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	COMMODITY CLASS NO.	WEIGHT	RATE
2000	50 ³ Bags Talc Tailings testing less than 99% passing 200 mesh screen		100 000	
	W. Brunson 11/2/71 16 70,000 - 100,000 -		82- but 75- but	
	Talc Dilling			
	Item 18/50 - Part 3 -			
	Commodity Rate Column 7/3			
	SW-2004-			
	Whittaker, Clark & Daniels			