

28

THE GOODYEAR TIRE AND RUBBER
COMPANY, INC., a Corporation,

Plaintiff,

VS.

GEORGE LENZ, individually and
doing business as Lenz Motor Comp-
any,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

DEMURRER

Comes the Defendant in the above entitled cause and for
demurrer to the Complaint and to each and every count thereof, sep-
arately and severally says:

1. It does not state a cause of action.

J. B. Blakely
Attorney for Defendant.

CERTIFICATE OF JUDGMENT

The State of Alabama, }
Baldwin County

Circuit Court, Feb. Term, 19 35

Good Year Tire & Rubber Company

PLAINTIFF.

Vs.

~~George Lenz, Individually and doing business~~
as Lenz Motor Company

DEFENDANT.

I, Robert S. Duck, Clerk of the Circuit Court of Baldwin County,

Alabama, do hereby certify that on the 5th day of February 19 35,

a Judgment was rendered by said Court in the above stated cause, wherein

Goodyear Tire & Rubber Company

was Plaintiff and

George Lenz Individually and Doing Business as Lenz Motor Company, was Defendant, in

favor of the said Plaintiff and against the said Defendant for the sum of \$277.60

Two Hundred Seventy-seven and 60/100 DOLLARS,

and for the sum of Twelve and 75/100 DOLLARS,

the costs in said suit and that Sidney J. Gray

is are the Attorneys of record for the Plaintiff in said cause.

Witness my hand this 1st day of March 19 35

Clerk, Circuit Court, Baldwin County, Alabama.

STATE OF ALABAMA |
BALDWIN COUNTY | To any sheriff of the State of Alabama

You are hereby commanded to summon George Lenz, individually and doing business as Lenz Motor Company, to appear within thirty days from the service of this writ in the circuit court, to be held for said county at the place of holding the same, then and there to answer the complaint of The Goodyear Tire & Rubber Company, Inc., a corporation.

Witness my hand, this 13th day of February, 1934

M. A. Stone
Clerk of the Circuit Court

THE GOODYEAR TIRE & RUBBER COMPANY, INC., a corporation,	:	
	:	
Plaintiff,	:	IN THE CIRCUIT COURT OF
	:	
Vs.	:	
	:	
GEORGE LENZ, individually and doing business as Lenz Motor Company,	:	BALDWIN COUNTY, ALABAMA
	:	
Defendant.	:	

COUNT ONE

Plaintiff claims of the defendant the sum of \$243.59, due from him for merchandise, goods and chattels sold by the plaintiff to the defendant, to-wit, May 5, 1933, which sum of money, together with interest thereon, is still unpaid.

COUNT TWO

Plaintiff claims of the defendant the sum of \$243.59, due from him by account stated between plaintiff and defendant on, to-wit, May 5, 1933, which sum of money, together with interest thereon, is still due and unpaid.

COUNT THREE

Plaintiff claims of the defendant the sum of \$243.59, due from him by account on, to-wit, May 5, 1933, which sum of money, together with interest thereon, is still unpaid.

The account sued on is evidenced by itemized, verified statement filed with this complaint.

Sidney J. Gray
Attorney for Plaintiff

Defendant's address:
Elberta, Alabama

The Goodyear Tire & Rubber Company, Inc., Akron, Ohio

G 69 REV. 7-10-32 04

PROOF OF CLAIM

State of Ohio, }
County of Summit. } ss.

..... H. H. Hanna, being first duly sworn
on oath, says: That he is the..... Assistant Treasurer of THE GOODYEAR
TIRE & RUBBER COMPANY, INC., a corporation doing business under and by virtue of the laws of the State
of Delaware; that the annexed statement of account against..... Lenz Motor Company
of..... Elberta, Ala., is for goods, wares and merchandise sold and delivered
to said..... Lenz Motor Company, at his special instance and request, and that the
same is just, true and correct; that there is now due and owing thereon, after allowing all just credits, deductions
and set-offs, the sum of Two Hundred Forty Three - - - - - Dollars
and Fifty-nine cents, and that no part thereof is for usurious interest.

Subscribed and sworn to before me and in my presence, this..... 13th day of

December....., A. D. 193...3,...

.....
Harold G. Capron

Please address all communications to Law Dept., The Goodyear Tire & Rubber Company, Inc., Akron, Ohio

GOODYEAR

THE GOODYEAR TIRE & RUBBER COMPANY, Inc.

INVOICE NO. 2162

TERR. NO. _____

SALESMAN'S NO. _____

TWN. OR CUST. NO. _____

TERMS NET _____

DISCOUNT 20/0IF PAID BY 7-10-31VIA 24 N. PaidYOUR ORDER NO.
OR HOW ORDEREDWire

SOLD BY

ByronDEPT. AND
CUST. CLASSB

2	440-21	Amb	5.29	10.58
4	440-21	Path	4.07	16.28
1	500-19	-		5.74
1	3085	Amb S.S.		15.23
5	3085	-	19.00	95.00
2	308 3/2	S.S. Path	4.88	9.76
4	308 3/2	Clin	3.60	14.40
6	3085	Hd. Sake Jr 2	2.18	13.08

180.07Ship to Foley Ala

COPY

Returns of merchandise cannot be accepted if not prepaid, will be deducted where ceipt of goods. Refer to invoice number

without the Seller's authority. A handling the seller has not been at fault. Claims for in all correspondence,

charge of 2 1/2 %, plus in bound transporta- damage or shortage must be made on re-

GOODYEAR

THE GOODYEAR TIRE & RUBBER COMPANY, Inc.

INVOICE NO.

2784

TERR. NO.

85

SALESMAN'S NO.

7

TWN. OR CUST. NO.

20

TERMS NET

DISCOUNT

20/0

IF PAID BY

8-10-31

VIA

L & N Bond

YOUR ORDER NO.
OR HOW ORDERED

J2B

SOLD BY

Byron

DEPT. AND
CUST. CLASS

D

COPY

Returns of merchandise cannot be accepted if not prepaid, will be deducted where receipt of goods. Refer to invoice number

without the Seller's authority. A handling the seller has not been at fault. Claims for in all correspondence,

charge of 2½%, plus in bound transportation damage or shortage must be made on re-

3 475-19 Quat

6.41 1923

GOODYEAR

THE GOODYEAR TIRE & RUBBER COMPANY, Inc.

Montgomery

BRANCH *7-8* 193 *1*

Lenz Motor Co

Alberta Alta

INVOICE NO. *2957*

TERR. NO. *85*

SALESMAN'S NO. *7*

TWN. OR CUST. NO. *20*

TERMS NET _____

DISCOUNT *20%*

IF PAID BY *8-10-31*

VIA _____

YOUR ORDER NO.
OR HOW ORDERED

SOLD BY *Byron*

DEPT. AND
CUST. CLASS *D*

4 32x6 Aut Truck Tyres 24.07 96.28
Less 12 1/2% Under 12.03
84.25

Special price this sale only
Changover

Authority D. S. Memphis
Branch Montgomery

COPY

Returns of merchandise cannot be accepted if not prepaid, will be deducted where receipt of goods. Refer to invoice number

without the Seller's authority. A handling the seller has not been at fault. Claims for in all correspondence,

charge of 2½%, plus in bound transportation damage or shortage must be made on re-

GOODYEAR

THE GOODYEAR TIRE & RUBBER COMPANY, Inc.

Montgomery

BRANCH *11-79* 193 *1*

INVOICE NO. *5832*

TERR. NO. *85*

SALESMAN'S NO. *7*

TWN. OR CUST. NO. *20*

TERMS NET _____

DISCOUNT *2%*

IF PAID BY *12-10-31*

VIA *Ex 7 ed*

YOUR ORDER NO.
OR HOW ORDERED

G 213

SOLD BY

DEPT. AND
CUST. CLASS

D

1 525-21 *Auto Hd*
2 440-21 *Path*
1 450-21 ✓

4.07

10.69

8.14

4.69

23.52

Ship to Jerry Alb

COPY

Returns of merchandise cannot be accepted if not prepaid, will be deducted where receipt of goods. Refer to invoice number

without the Seller's authority. A handling the seller has not been at fault. Claims for in all correspondence,

charge of 2½%, plus in bound transportation or shortage must be made on re-

GOODYEAR

THE GOODYEAR TIRE & RUBBER COMPANY, Inc.

Montgomery

BRANCH 5-10 1932

INVOICE NO.

1717

TERR. NO.

85

SALESMAN'S NO.

1

TWN. OR CUST. NO.

20

TERMS NET

DISCOUNT

20%

IF PAID BY

6-10-32

VIA

Lat. & P. & S.

YOUR ORDER NO.
OR HOW ORDERED

A-313

SOLD BY

DEPT. AND
CUST. CLASS

D

2	440-21 Sperry	3.26	6.52
1	450-21		3.57
1	475-19		4.19
1	30x 3 1/2		2.95
6	Kr B Path Subed	.68	4.08
12	475-19	.77	9.24
6	30x 3 1/2	.59	3.54
			<u>34.09</u>

Ship to Foley Ala

COPY

Returns of merchandise cannot be accepted if not prepaid, will be deducted where receipt of goods. Refer to invoice number

without the Seller's authority. A handling the seller has not been at fault. Claims for in all correspondence,

charge of 2 1/2%, plus inbound transportation or shortage must be made on re-

GOODYEAR

THE GOODYEAR TIRE & RUBBER COMPANY, Inc.

Montgomery

BRANCH *5-18* 193*2*

INVOICE NO. *1835*

TERR. NO. *85*

SALESMAN'S NO. *7*

TWN. OR CUST. NO. *20*

TERMS NET

DISCOUNT *5%*

IF PAID BY *6-10-32*

VIA *P.O. 21*

YOUR ORDER NO.
OR HOW ORDERED

Mail

SOLD BY

DEPT. AND
CUST. CLASS *15*

1 450-21 Aut

Less 10%

Repl. 448'

Plus Postage

3.50

.35

3.15

.32

3.47

COPY

Returns of merchandise cannot be accepted
tion if not prepaid, will be deducted where
ceipt of goods. Refer to invoice number

without the Seller's authority. A handling
the seller has not been at fault. Claims for
in all correspondence,

charge of $2\frac{1}{2}\%$, plus in bound transporta-
damage or shortage must be made on re-

GOODYEAR

THE GOODYEAR TIRE & RUBBER COMPANY, Inc.

Montgomery Ala

BRANCH

6-17

1931

Spd

INVOICE NO.

6-6

TERR. NO.

E 49895

85

SALESMAN'S NO.

TWN. OR CUST. NO.

TERMS NET

Lenz Motor Co

Elberta Ala

562-M

DISCOUNT

IF PAID BY

VIA

DEPT. AND
CUST. CLASS

9-14-D

YOUR ORDER NO.
OR HOW ORDERED

SOLD BY

78 7-7-6 Ink Tire Gnd .045 3.51

COPY

Returns of merchandise cannot be accepted
tion if not prepaid, will be deducted where
ceipt of goods. Refer to invoice number

without the Seller's authority. A handling
the seller has not been at fault. Claims for
in all correspondence,

charge of 2½%, plus in bound transporta-
damage or shortage must be made on re-


GOODYEAR
THE GOODYEAR TIRE & RUBBER COMPANY, Inc.
Montgomery Ala

BRANCH

8-10

1931

Sept 27 30

INVOICE NO.

E 76643

TERR. NO.

85

SALESMAN'S NO.

TWN. OR CUST. NO.

TERMS NET

DISCOUNT

IF PAID BY

VIA

Long Motor Co
Elberta Ala
562 m v
YOUR ORDER NO.
OR HOW ORDERED

SOLD BY

DEPT. AND
CUST. CLASS
9-14 D
78 24.7 Truck Tire Gpd
045
3.51
COPY

Returns of merchandise cannot be accepted
if not prepaid, will be deducted where
receipt of goods. Refer to invoice number

without the Seller's authority. A handling
the seller has not been at fault. Claims for
in all correspondence,

charge of $2\frac{1}{2}\%$, plus in bound transporta-
damage or shortage must be made on re-


GOODYEAR
THE GOODYEAR TIRE & RUBBER COMPANY, Inc.
Montgomery Ala

BRANCH

7-14

1931

INVOICE NO.

E 66342

TERR. NO.

85

SALESMAN'S NO.

TWN. OR CUST. NO.

TERMS NET

DISCOUNT

IF PAID BY

VIA

Lenz Motors Co
Alberta Ala
YOUR ORDER NO.
OR HOW ORDERED

SOLD BY

562 MV
DEPT. AND
CUST. CLASS
78 3711 Truck Tire 1931 .045ea 3.51
COPY

Returns of merchandise cannot be accepted if not prepaid, will be deducted where receipt of goods. Refer to invoice number

without the Seller's authority. A handling the seller has not been at fault. Claims for in all correspondence,

charge of 2½%, plus in bound transportation damage or shortage must be made on re-

Lenz Motor Co.,
Elberta, Ala.

1930

10-29-	6304	12-10-30	3 00	
11-25	6504	S.D.	526 96	
12-12	6772	S.D.	71 53	
12-30	6993	S.D.	51 34	
12-31	56	Bonus		80 44
1931				
1-15	59	AWT or		4 57
1-28	343	3-10-31	125 44	
2-9	481	"	29.07	
2-14	563	S.D.	25 36	
2-13	543	"	63 08	
2-24	253	Rebate		24 52
4-7	C14226	5-10-31	3 51	
4-30	1674	6-10-31	75 80	
5-1	347	Check		75 00
5-9	1856	6-10-31	162 58	
5-12	1897	"	8 57	
5-1	C23194	"	3 51	
5-9	925	Check		150 00
5-15	C30441	7-10-31	3 51	
5-27	2162	"	18007	
6-1	1096	C & D		364 76
6-17	C49895	7-10-31	3 51	
6-29	2784	8-10-31	19 23	
7-8	2957	"	84 25	
7-8	441	C/M	9	96 33

Lenz Motor Co.

Sheet No. 2.

7-9	1479	Ck		31 26
7-14	066342	8-10-31	3 51	
8-10	076643	9-10-31	3 51	
8-19	1866	Ck		50 00
10-20	2405	Ck		25 00
11-19	5832	12-10-31	23 52	
11-20	2724	Ck		45 00
12-22	778	C/M		1 05
1932				
4-12	785	Ck		10 00
5-9	1029	Ck		44 00
5-10	1717	6-10-32	34 09	
5-18	1835	6-10-32	3 47	
6-11	483	C/M		3 50
8-11	685	Rebate		3 26
8-10	1870	on a/c		10 00
9-1	2041	on a/c		10 00
9-21	2266	" "		10 00
10-17	2507	" "		10 00
10-17	2508	Freight allowance		1 30
1933				
1-11	47	on a/c		10 00
2-22	302	on a/c		10 00
5-31	997	on a/c		35 00
			<hr/>	<hr/>
			132842	1104 94

Interest

223 ⁴⁸
 20.11

 243.59

25 **RECORDED**
and

The Good Year Tire
and Rubber Co Inc

VS

George Perry Indivd-
ually and doing
business as Perry
Motor Co

Deceased
and Complaint

Executed February 23rd 1934

by serving copy of within Summons and
Complaint on

Geo Perry Individually
and doing business
as Perry Motor

Wm Shank Sheriff

By Deputy Sheriff

(25)

Filed Feb 15th 1934

Wm. A. Stone
Clerk.

SHIRLEY J. GRAY

LAWYERS

MERCHANTS NATIONAL BANK BLDG.
MOBILE, ALABAMA

RECORDED
back

CERTIFICATE OF JUDGMENT

Goodyear Tire & Rubber

Company

Plaintiff

Vs.

George Lenz, individually and

doing business as the Lenz

Motor Company

Defendant

MOORE PRINTING CO., BAY MINETTE, ALA.

RECEIVED FOR DEPOSIT

no 25 Encl

RECORDED

Goodyear Tire &
Rubber Company

VS

George Lutz -
Lutz Motor Co

DEMU REPS

Filed March 26,

1934-

Ma Stone
Clerk