

LITHONIA LIGHTING PRODUCTS
COMPANY, A Georgia Corporation,

Plaintiff,

vs.

JOHN YOUNG, individually and
doing business as YOUNG'S
RADIO & REPAIR,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE.

No. 1375.

OBJECTIONS OF THE DEFENDANT TO INTERROGATORIES
PROPOUNDED TO THE WITNESS, ROBERT J. FREEMAN

Comes now the Defendant and objects to Interrogatory Number 13 heretofore propounded by the Plaintiff to Robert J. Freeman, and assigns the following separate and several grounds therefor:

(a) The answer of the witness will not be the best evidence available to this court to determine the information sought thereby.

(b) Said Interrogatory is contrary to the best evidence rule.

(c) The books of the Plaintiff Corporation are the best evidence of the facts sought to be proven by said Interrogatory.

(d) The books of the transportation agent are the best evidence of the facts sought to be proven by said Interrogatory.

The Defendant also objects to Interrogatory Number 16 and assigns the following separate and several grounds:

(a) The purchase order referred to in said Interrogatory is the best evidence of the fact sought to be proven by the said Interrogatory.

(b) The testimony of Robert J. Freeman is not the best evidence of the facts or information contained in the said purchase order.

The Defendant also objects to Interrogatory Number 17 and assigns the following separate and several grounds:

(a) There is no evidence, or Interrogatory from which evidence could be obtained, that the witness, Robert J. Freeman, took the order referred to in said Interrogatory.

(b) If, in fact, the witness did not take the order referred to in said Interrogatory, his answer to the said Interrogatory would then, of necessity, be based on hear say.

(c) The Interrogatory calls for testimony concerning facts which are not within the knowledge of the witness, Robert J. Freeman.

(d) If the witness, Robert J. Freeman, did not, in fact, take the order referred to in said Interrogatory, then he is incompetent to testify as to whether or not any price was fixed at the time the order was taken.

(e) Said Interrogatory calls for hear say testimony.

CROSS-INTERROGATORIES

Without waiving the objections to the above noted Interrogatories propounded by the Plaintiff to Robert J. Freeman, comes the Defendant and propounds to the witness, Robert J. Freeman, the following Cross-Interrogatories, separately and severally:

1. Did you take the order from Young's Radio & Repair for the merchandise, the payment for which is the subject of this suit? *No.*

2. If you state that you did not take said order, please state who did. *MR. C.A. WHITEHEAD.*

3. If you state that you did not take said order, please state whether or not you were present when said order was taken. *No.*

4. Do you have in your possession the purchase order referred to above? *YES.*

5. If you state you do have said purchase order, please attach a copy of the same to your answers to these Cross-Interrogatories. *SEE ATTACHED*

6. Had your firm had any dealings or business transactions with Young's Radio & Repair before the transaction out of which this suit arose? *NO.*

7. If you stated above that you took the order from the Defendant or were present when the order was taken, are the prices shown by your answer to the 14th Interrogatory propounded to you by the Plaintiff the same prices which were quoted by the Plaintiff to Young's Radio & Repair when this order was taken? *I DID NOT TAKE THE ORDER NOR WAS I PRESENT WHEN ORDER WAS TAKEN.*

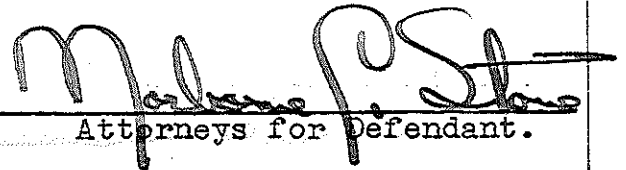
8. How were the prices to Young's Radio & Repair on the various items contained in their order computed relative to Plaintiff's catalogue showing the list or consumers prices at the time these goods were ordered by the Defendant? ^{SALESMAN QUOTED NET} PRICES.

9. What was the percentage of discount allowable or allowed to Young's Radio & Repair at the time these goods were ordered relative to the list or consumers prices as shown by the Plaintiff's catalogue at the time these goods were ordered?

10. Had Lithonia Lighting Products Company, a Georgia Corporation, on the date this order was taken, filed with the Secretary of the State of Alabama, a certified copy of its Articles of Incorporation and an instrument in writing designating at least one noted place of business in the State of Alabama and an authorized agent or agents residing thereat?

Chason & Stone

By:


Attorneys for Defendant.

OBJECTIONS TO INTERROGATORIES

AND

CROSS-INTERROGATORIES
PROPOUNDED BY DEFENDANT TO ROBERT
J. FREEMAN.

LITHONIA LIGHTING PRODUCTS
COMPANY, A Georgia Corporation,

Plaintiff,

vs.

JOHN YOUNG, individually and
doing business as YOUNG'S RADIO
& REPAIR,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE.

No. 1375.

FILED

MAY 9 1950

ALICE H. DOCK, Clerk
HYBART, CHASON & STONE
BAY MINETTE, ALABAMA

THE STATE OF ALABAMA,
BALDWIN COUNTY

Circuit Court

To Mr. B. E. Sheder, 3555 Roxboro Road, Atlanta, Georgia

KNOW YE: That we, having full faith in your prudence and competency, have appointed you Commissioner, and by these presents do authorize you, at such time and place as you may appoint, to call before you and examine Robert J. Freeman

as witnesses in behalf of Lithonia Lighting Products Company in a cause pending in our Circuit Court in Baldwin County, of said State, wherein Lithonia Lighting Products Company

Complainant
and John Young, individually, and doing business as Young's Radio & Repair

Respondent

on oath, to be by you administered, upon Mr. Robert J. Freeman
to take and certify the deposition of the witness and return the same to our Court, with all convenient speed, under your hand.

Witness 4th day of May, 1950

Robert J. Sheder

Register

Commissioner's Fee, \$

Witness' Fees, \$

No. _____

THE STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

LITHONIA LIGHTING PRODUCTS COMPANY

a Georgia Corporation

Complainant—

VS.

JOHN YOUNG, Individually, and

doing business as YOUNGS RADIO &

REPAIR

Defendant—

COMMISSION TO TAKE DEPOSITION

COMMISSIONER:

MR. B. E. SHREDER

WITNESSES:

MR. ROBERT J. FREEMAN

CERTIFICATE OF COMMISSIONER

LITHONIA LIGHTING PRODUCTS
COMPANY, a Georgia Corporation

Plaintiff

VS:

JOHN YOUNG, Individually, and
doing business as YOUNG'S RADIO
& REPAIR.


Defendant

IN THE CIRCUIT COURT OF THE
TWENTY EIGHTH JUDICIAL CIRCUIT
OF ALABAMA -AT LAW

NO. 1375

By virtue of the Commission hereto annexed, issued from the office of the Clerk of the Circuit Court of Baldwin County, State of Alabama, I, the Commissioner therein named, have called and caused to come before, the said Robert J. Freeman, the witness named in the said Commission, on this the 8 day of June, 1950, at my office in Atlanta, County of Fulton, State of Georgia, and having duly cautioned and sworn the said witness to speak the truth, the whole truth, and nothing but the truth, Robert E. Freeman, the said witness deposeth and saith as follows:

- 1st. To the first cross-interrogatory he saith: *No.*
- 2nd. To the second cross-interrogatory he saith: *MR. C. A. WHITEHEAD*
- 3rd. To the third cross-interrogatory he saith: *No.*
- 4th. To the fourth cross-interrogatory he saith: *YES.*
- 5th. To the fifth cross-interrogatory he saith: *SEE ATTACHED.*
- 6th. To the sixth cross-interrogatory he saith: *No.*
- 7th. To the seventh cross-interrogatory he saith: *I DID NOT TAKE
THE ORDER NOR WAS I PRESENT
WHEN THE ORDER WAS TAKEN.*
- 8th. To the eighth cross-interrogatory he saith:
*SALESMAN, MR. WHITEHEAD,
QUOTED NET PRICES.*
- 9th. To the ninth cross-interrogatory he saith:
*SOME ITEMS AS TUBES ARE NOT SUBJECT TO DISCOUNT. OTHERS
AS IN INVOICE NO. 4448 WERE SUBJECT TO A 5 & 5% DISCOUNT. A FEW
WERE DISCOUNTED AT 10 & 5%. THE DISCOUNT VARIED WITH TYPE
OF MERCHANDISE.*
- 10th. To the tenth cross-interrogatory he saith:
*WE HAVE NO AUTHORIZED AGENT OR AGENTS
RESIDING IN ALABAMA. OUR SALESMEN TRAVEL
TO VARIOUS STATES TAKING ORDERS WHICH ARE
SHIPPED FROM LITHONIA, GA. NO PAPERS ARE FILED WITH ALABAMA.*


Robert J. Freeman

#5
Copy Of Order Given To Lithonia Lighting
Products Company By John Young And Signed
By Him.

4-1-1948.

- 3 - 15W Stuart White
- 3 - 15W Stuart white glass shield
- 2 - 2-20 Pendant Economy
- 1 - 2-40 Airliner ceiling
- 1 - 4-40 " "
- 1 - 2-40 Industrial
- 1 - 4-40 Challenger ceiling
- 1 - 2-20 Decorator
- 3 - 2-20 Smoothie
- 1 - 4-40 Aristocrat ceiling
- 2 - 2-40 Window Angle
- 48 - 40W Daylight Tubes
- 1 - HL 221R
- 3 - HC 202
- 1 - C304 8 $\frac{1}{2}$
- 2 - C304 6 $\frac{1}{2}$
- 6 - B303
- 6 - C101
- 1 - 1414
- 1 - 1616
- 1 - 1014
- 3 - 5210
- 12 - Table lamps assorted
- 1 - 602G
- 1 - 502G
- 3 - B-402 Mix colors
- 3 - 5260 1 Crystal, 1 Pink, 1 Ivory
- 3 - 5290 mix colors
- 6 - 827
- 3 - B-401 assorted
- 1 - 603-C

I, B. W. Shreder, the commissioner in said commission named, do hereby certify that the foregoing testimony and answers, taken down and written by me in the words of the witness, Robert J. Freeman, were read over to him; that he assented, swore to and subscribed the same in our presence, at the time and place herein mentioned; and that I have personal knowledge of the personal identity of the said witness; that I am not of counsel or kin to either of the parties to said cause, not interested in the result thereof. And I enclose the said testimony, together with said commission and the interrogatories, direct and cross, to the said Clerk of the Circuit Court, whence the same emanated, as my full execution of said commission.

Given under my hand and seal this the 8th day of June, 1950.


Commissioner

INTERROGATORIES

LITHONIA LIGHTING PRODUCTS
COMPANY, a Georgia Corporation,

Plaintiff

vs.

JOHN YOUNG, Individually, and
doing business as YOUNG'S RADIO
& REPAIR,

Defendant

IN THE CIRCUIT COURT OF THE

TWENTY EIGHTH JUDICIAL CIRCUIT

OF ALABAMA

- AT LAW

NO. 1375

Now comes the Plaintiff and propounds interrogatories to Robert J. Freeman a witness whose testimony, when taken, will be material evidence for the Plaintiff on the trial of the above cause.

Interrogatories to Robert J. Freeman, witness:

First Interrogatory:

Are you Mr. Robert J. Freeman?

Second Interrogatory:

What is your occupation?

Third Interrogatory:

Do you state that you are vice president of Lithonia Lighting Products Company of Lithonia, Georgia?

Fourth Interrogatory:

What are your duties as vice president of Lithonia Lighting Products Company?

Fifth Interrogatory:

In what business is Lithonia Lighting Products Company?

Sixth Interrogatory:

Were you vice president of Lithonia Lighting Products Company on June 23, 1949?

Seventh Interrogatory:

Are you still employed as vice president of Lithonia Lighting Products Company?

Eighth Interrogatory:

As vice president of Lithonia Lighting Products Company, are you in charge of their books of account?

Ninth Interrogatory:

Were these books of accounts, books of original entries made by you or those under supervision in the usual course of trade?

Tenth Interrogatory:

Are the entries in said books of account accurately kept and true and just?

Eleventh Interrogatory:

Did the Lithonia Lighting Products Company pack and ship and deliver to Young's Radio & Repair, certain merchandise ordered by Young's Radio & Repair?

Twelfth Interrogatory:

What did Young's Radio & Repair order?

Thirteenth Interrogatory:

Do your books show that you shipped certain radio and/or electrical supplies on June 23, 1949? If so, how were they shipped?

Fourteenth Interrogatory:

Kindly itemize the quantity, description and price of the articles and supplies shipped to Young's Radio & Repair.

Fifteenth Interrogatory:

Was the merchandise delivered upon signed purchase orders?

Sixteenth Interrogatory:

Were there any prices listed on this purchase order, either wholesale or retail?

Seventeenth Interrogatory:

Was any price fixed at the time the order was given?

Eighteenth Interrogatory:

What amount did Young's Radio & Repair agree to pay for the goods ordered?

Nineteenth Interrogatory:

Have any payments been made or any credits been given on this account?

Twentieth Interrogatory:

Is Young's Radio & Repair, the defendant in this case, entitled to any credits?

Twenty First Interrogatory:

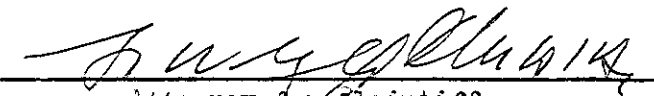
Did you receive any notice or complaint from the defendant stating that the goods sent was not as ordered?

Twenty Second Interrogatory:

When was this account due and payable according to the terms of the contract?


Twenty-third Interrogatory:

What is the present amount due on this account, after allowing all just credits?


Attorney for Plaintiff

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

Before me, Gus Schultz, a Notary Public in and for said State and County, personally appeared Forest A. Christian, who being by me first duly sworn, deposes and says: That he is agent and attorney for the Plaintiff, Lithonia Lighting Products Company, that the witness whose testimony is to be taken is a non-resident of the State of Alabama, residing in 3555 Roxboro Road, Atlanta, Georgia; that the witness whose, Mr. Robert J. Freeman, is a material witness for the Plaintiff and his evidence is to be secured by this deposition will be material evidence for the Plaintiff on the trial of this cause.


Attorney for Plaintiff

Sworn to and subscribed before me this the 2nd day of May, 1950.

Notary Public

Affix Seal:

The name of Mr. B. E. Shreder of 3555 Roxboro Road, Atlanta, Georgia, is suggested as a fit and suitable person to take down the answers to the foregoing interrogatories and it is requested that a commission issue to him for that purpose.

Samuel J. Shreder
Attorney for Plaintiff

Interrogatories

Lithonia Lighting Products
Company, & Georgia
Corporation, Plaintiffs

vs:

John Young, Individually,
and doing business as
Young's Radio & Repair -
Defendants

Filed 5.4.50
Alice J. Duck
Clerk

RECEIVED FOR DEPOSIT

2/1/50

RECEIVED FOR DEPOSIT
2/1/50

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CERTIFICATE OF COMMISSIONER

LITHONIA LIGHTING PRODUCTS
COMPANY, a Georgia Corporation

Plaintiff

vs:

JOHN YOUNG, Individually, and
doing business as YOUNG'S RAIDO
& REPAIR,

Defendant

IN THE CIRCUIT COURT OF THE

TWENTY EIGHTH JUDICIAL CIRCUIT

OF ALABAMA - AT LAW

NO. 1375

By virtue of the Commission hereto annexed, issued from the office of the Clerk of the Circuit Court of Baldwin County, State of Alabama, I, the Commissioner therein named, have called and caused to come before, the said Robert J. Freeman, the witness named in the said Commission, on this the 29th day of May, 1950, at my office in Atlanta, County of Fulton, State of Georgia, and having duly cautioned and sworn the said witness to speak the truth, the whole truth, and nothing but the truth, Robert E. Freeman, the said witness, deposeth and saith as follows:

- 1st. To the first interrogatory he saith: Yes.
- 2nd. To the second interrogatory he saith: Business administration.
- 3rd. To the third Interrogatory he saith: Yes.
- 4th. To the fourth interrogatory he saith: ~~In charge of books of record,~~
administrative and sales.
- 5th. To the fifth interrogatory he saith: Manufacturing lighting fixtures.
- 6th. To the sixth interrogatory he saith: Yes.
- 7th. To the seventh interrogatory he saith: Yes.
- 8th. To the eighth interrogatory he saith: Yes.
- 9th. To the ninth interrogatory he saith: By employees under my supervision
in the usual course of trade.
- 10th. To the tenth interrogatory he saith: Yes.
- 11th. To the eleventh interrogatory he saith: Yes.
- 12th. To the twelfth interrogatory he saith: Various lighting fixtures as
indicated by the invoice copies,
numbers- 4557, 4557A, 4557B,
4558, 4558A, 4558T.
Attached herewith.
- 13th. to the thirteenth interrogatory he saith: Nothing was shipped on June 23,
1949. The date of the last
shipment on the order was 6/9/49.
Merchandise was shipped by
parcel post and express.

14th. To the fourteenth interrogatory he saith: Said articles and supplies are are itemized by the attached invoice copies, numbering-
4557, 4557A, 4557B,
4558, 4558A, 4558T.

15th. To the fifteenth interrogatory he saith: Yes, signed by John N. Young.

16th. To the sixteenth interrogatory he saith: No prices were listed on the signed order.

17th. To the seventeenth interrogatory he saith: Yes, by price lists of the Plaintiff used by the salesman.

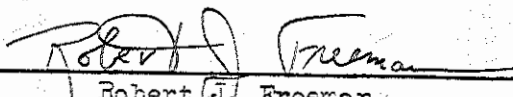
18th. To the eighteenth interrogatory he saith:

The total amount arrived at by the extension of units ordered by the prices quoted.
19th. To the nineteenth interrogatory he saith: Yes, Payment of \$ 200.00 was made on June 14, 1949. Credits were given to adjust list prices to the prices quoted by the salesman, per "B".
20th. To the twentieth interrogatory he saith: No, all credits to which the defendant was entitled to were already given as explained in the answer to the nineteenth question.

21st. To the twenty first interrogatory he saith: No.

22nd. To the twenty second interrogatory he saith: April 26th, 1948.

23rd. To the twenty third interrogatory he saith: \$ 115.62


Robert J. Freeman

I, B. E. Shreder, the commissioner in said commission named, do hereby certify that the foregoing testimony and answers, taken down and written by me in the words of the witness, Robert J. Freeman, were read over to him; that he assented, swore to and subscribed the same in our presence, at the time and place herein mentioned; and that I have personal knowledge of the personal identity of the said witness; that I am not of counsel or kin to either of the parties to said cause, nor interested in the result thereof. And I enclose the said testimony, together with said commission and the interrogatories, direct and cross, to the said Clerk of the Circuit Court, whence the same emanated, as my full execution of said commission.

Given under my hand and seal this the 29th day of May, 1950.


Commissioner

Certificate of Commission

Lithonia Lighting Products
Company, a Georgia
Corporation

Plaintiff

vs.

John Young, Individually
and doing business
as Young's Radio & Repair
Defendant

Filed
6-1-50

Lithonia Lighting Products Company Inc.

Affiliations

Phones 5971-5611

Our Order No. 4557 B

Your Order No. *whitehead*

Terms 7% - 10 days

Shipped Via- Parcel Post

PLEASE NOTE CONDITIONS AT BOTTOM OF INVOICE.

TERMS: 2% 10 Days. Net 30 Days. Interest Charged On Past-Due Accounts. All Goods Sold F. O. B. Lithonia, Ga.

Not Responsible For Goods Broken or Lost in Transit

All Agreements Made Contingent upon Strikes, Fires, Accidents or Causes Beyond Our Control. Stenographical and Clerical Errors Subject to Correction. Quotations Subject to Immediate Acceptance.

Merchandise covered by this invoice is not subject to return without our authorization. When so authorized, a 35% handling charge will be made on fluorescents; 15% on any other mdse.

Lithonia Lighting Products Company Inc.

Affiliations

Stuart Lighting Products Co. Inc.
Fluorescent Equipment & Mfg. Co.

Date 4-12-48

Our Order No. 455-8-A

Your Order No. *Whitehead*

Terms 7% - 10 days

Shipped Via- Express

PLEASE NOTE CONDITIONS AT BOTTOM OF INVOICE.

TERMS: 2% 10 Days. Net 30 Days. Interest Charged On Past-Due Accounts. All Goods Sold F. O. B. Lithonia, Ga.

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Merchandise covered by this invoice is not subject to return without our authorization. When so authorized, a 35% handling charge will be made on fluorescents; 15% on any other mdse.

INVOICE

Lithonia Lighting Products Company Inc.

LITHONIA, GEORGIA

Affiliations

Stuart Lighting Products Co. Inc.
Fluorescent Equipment & Mfg. Co.

Phones 5971-5611

Date 4-5-48

Our Order No. 4558

Your Order No. Whitehead

Terms 2%-10 days

Shipped Via Express

Youngs Radio & Repair
Bay Minette, Alabama.

PLEASE NOTE CONDITIONS AT BOTTOM OF INVOICE.

Order	Shipped		Price	Ext Price	Sub Extension
1	1	2-40 Airlines ceiling	16 61	15 10	15 10
1	1	4-40 " "	24 58	22 66	22 66
1	1	2-40 Industrial	10 51	9 56	9 56
1	1	4-40 Challenger ceiling	17 22	15 66	15 66
1	1	2-20 Decorator	9 21	8 38	8 38
3	3	2-20 Smoothie	5 50	5 00	15 00
1	1	4-40 Aristocrat ceiling	27 01	24 56	24 56
✓	✓	2-40 Window Angle	13 80	12 60	25 20
			136 12		
4 crtns.			Copy of invoice after effect of credit memo - adjusting list price to net prices.		
10 crtns. including 4558 T & 4558 A					

TERMS: 2% 10 Days. Net 30 Days. Interest Charged On Past-Due Accounts. All Goods Sold F. O. B. Lithonia, Ga.

Not Responsible For Goods Broken or Lost in Transit

All Agreements Made Contingent upon Strikes, Fires, Accidents or Causes Beyond Our Control. Stenographical and Clerical Errors Subject to Correction. Quotations Subject to Immediate Acceptance.

Merchandise covered by this invoice is not subject to return without our authorization. When so authorized, a 35% handling charge will be made on fluorescents; 15% on any other mdse.

Lithonia Lighting Products Company Inc.

Affiliations

Phones 5971-5611

Shipped Via- *Express*

Merchandise covered by this invoice is not subject to return without our authorization. When so authorized, a 35% handling charge will be made on fluorescents; 15% on any other mdse.

INVOICE

Lithonia Lighting Products Company Inc.

LITHONIA, GEORGIA

Affiliations

Stuart Lighting Products Co. Inc.
Fluorescent Equipment & Mfg. Co.

Phones 5971-5611

Date 4-5-48

Our Order No. 4557

Your Order No. Whitehead

Terms 2% - 10 days

Shipped Via Express

Youngs Radio & Repair
Bay Minette, Alabama.

PLEASE NOTE CONDITIONS AT BOTTOM OF INVOICE.

Order	Shipped		Price	Net Price Extension	Net Extension
1	1	HL 221 R	3.45	2.95	2.95
3	3	HC 202	1.80	1.50	4.50
4	4	C 304 8 1/2	1.48	1.30	5.40
✓	✓	C 304 6 1/2	1.75	1.35	2.70
6	6	B 303	1.80	1.50	9.00
6	6	C 101	.80	.65	3.90
1	1	1414	5.75	5.25	5.25
1	1	1616	6.25	5.50	5.50
1	1	1014	5.50	4.95	4.95
3	3	5210	1.75	1.50	4.50
12	12	table lamps assorted	2.03	1.85	22.20
1	1	60V C	5.25	5.25	5.25
1	1	50V C	5.25	5.25	5.25
					81.15
		11 crtns			

*Copy of invoice after
effect of credit memo adjustment
list price to net prices.*

TERMS: 2% 10 Days. Net 30 Days. Interest Charged On Past-Due Accounts. All Goods Sold F. O. B. Lithonia, Ga.

Not Responsible For Goods Broken or Lost in Transit

All Agreements Made Contingent upon Strikes, Fires, Accidents or Causes Beyond Our Control. Stenographical and Clerical Errors Subject to Correction. Quotations Subject to Immediate Acceptance.
Merchandise covered by this invoice is not subject to return without our authorization. When so authorized, a 35% handling charge will be made on fluorescents; 15% on any other mdse.

INVOICE

Lithonia Lighting Products Company Inc.

LITHONIA, GEORGIA

Affiliations

Stuart Lighting Products Co. Inc.
Fluorescent Equipment & Mfg. Co.

Phones 5971-5611

Youngs Radio & Repair
Bay Minette, Alabama.

Date 4-16-48

Our Order No. 4557-A

Your Order No. Whitehead

Terms 2% - 10 days

Shipped Via express

PLEASE NOTE CONDITIONS AT BOTTOM OF INVOICE.

Order	Shipped		List Price	Net Price Extension	Net Extension
3	3	B-402 mix colors	175	125	375
3	3	5x60 1 crystal, 1 pink, 1 ivory	150	125	375
3	3	5x90 mix colors	180	135	405
6	6	8x7	115	95	570
3	3	B-401 assorted	175	125	375
					21 00
1	1	603-c	625	625	625
					27 25
<p><i>Copy of invoice after effect of credit memo adjusting list price to net prices.</i></p>					
		5 Ctns.			

TERMS: 2% 10 Days. Net 30 Days. Interest Charged On Past-Due Accounts. All Goods Sold F. O. B. Lithonia, Ga.

Not Responsible For Goods Broken or Lost in Transit

All Agreements Made Contingent upon Strikes, Fires, Accidents or Causes Beyond Our Control. Stenographical and Clerical Errors Subject to Correction. Quotations Subject to Immediate Acceptance.

Merchandise covered by this invoice is not subject to return without our authorization. When so authorized, a 35% handling charge will be made on fluorescents; 15% on any other mdse.

INVOICE

Lithonia Lighting Products Company Inc.

Affiliations

Stuart Lighting Products Co. Inc.
Fluorescent Equipment & Mfg. Co.

LITHONIA, GEORGIA

"B"

Phones 5971-5611

Date 9-21-1948

Our Order No.

Your Order No.

Terms

Shipped Via

Youngs Radio & Repair
Bay Minette, Alabama.

PLEASE NOTE CONDITIONS AT BOTTOM OF INVOICE.

Order	Shipped		Price	Extension		
		We credit your account with				
		overcharges on the following invoices:				
		Invoice 4557-B	90			
		" 4558-A	299			
		" 4558	1212			
		" 4557	1093			
		" 4557 4	630			
			3414			
		Credit Memorandum Summary				
		refusing list prices to net prices				
		shown per invoices rendered.				

TERMS: 2% 10 Days. Net 30 Days. Interest Charged On Past-Due Accounts. All Goods Sold F. O. B. Lithonia, Ga.

Not Responsible For Goods Broken or Lost in Transit

All Agreements Made Contingent upon Strikes, Fires, Accidents or Causes Beyond Our Control. Stenographical and Clerical Errors Subject to Correction. Quotations Subject to Immediate Acceptance. Merchandise covered by this invoice is not subject to return without our authorization. When so authorized, a 35% handling charge will be made on fluorescents; 15% on any other mdse.

LITHONIA LIGHTING PRODUCTS
COMPANY, a Georgia Corporation,

Plaintiff,

vs.

JOHN YOUNG, individually, and
doing business as YOUNG'S RADIO
& REPAIR,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE.

No. 1375.

Now comes the Defendant, John Young, individually and
doing business as Young's Radio & Repair, by his Attorneys, and
for answer to the Complaint heretofore filed against him says as
follows:-

1. That the allegations of the Complaint are untrue.

Hybart, Chason & Stone

By:


Attorneys for Defendant.

No. 1375

LITHONIA LIGHTING PRODUCTS
COMPANY, a Georgia
Corporation,

Plaintiff,

vs.

JOHN YOUNG, individually,
and doing business as
YOUNG'S RADIO & REPAIR,

Defendant.

PLEA OF GENERAL ISSUE

Copy to J. R. Christy

FILED

JUL 28 1949

ALICE J. DUCK, Clerk

SUMMONS

THE STATE OF ALABAMA,)
)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

You are hereby commanded to summon JOHN YOUNG, individually and doing business as YOUNG'S RADIO & REPAIR, to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against JOHN YOUNG, individually and doing business as YOUNG'S RADIO & REPAIR, by LITHONIA LIGHTING PRODUCTS COMPANY, a Georgia Corporation.

Witness my hand this the 14th day of July, 1949.

Wick L. Leuck
Clerk

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COMPLAINT

LITHONIA LIGHTING PRODUCTS
COMPANY, a Georgia Corporation,

Plaintiff,

vs.

JOHN YOUNG, Individually, and
doing business as YOUNG'S RADIO
& REPAIR,

Defendant

IN THE TWENTY EIGHTH JUDICIAL

CIRCUIT COURT OF ALABAMA

AT LAW

The Plaintiff claims of the Defendant the sum of ONE HUNDRED FIFTEEN & 62/100 DOLLARS (\$115.62), together with interest thereon, due from him by account on, to wit: the 23rd day of June, 1949, which sum of money, with interest thereon is unpaid.

The Plaintiff claims of the Defendant the sum of ONE HUNDRED FIFTEEN & 62/100 DOLLARS (\$115.62), together with interest thereon, due from him on account state between the Plaintiff and the Defendant on, to wit: the 23rd day of June, 1949, which sum of money, together with interest thereon, is still unpaid.

The Plaintiff claims of the Defendant the sum of ONE HUNDRED FIFTEEN & 62/100 DOLLARS (\$115.62), together with interest thereon, due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant on, to wit: the 23rd day of June, 1949, which sum of money, with interest thereon, is still unpaid.

Samuel A. Clark
Attorney for Plaintiff

There is attached hereto and made a part hereof an itemized statement of the amount of the claim, verified by the affidavit of a competent witness, made before and certified to by a Notary Public, which shows the amount owed on this claim as of June 23, 1949.

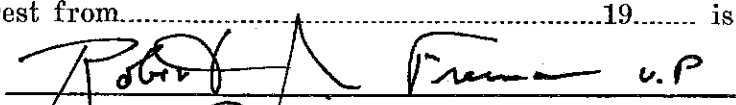
Samuel A. Clark

COUNTY OF DeKalb

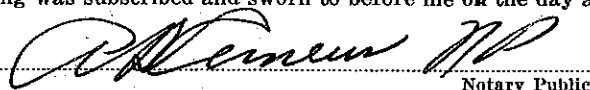
SL-188 (13743)

STATE OF Georgia

Be it remembered, that on this 23 day of June
A. D., 1949, personally appeared before me, the undersigned authority,
Robert J. Freeman known to me
who being duly sworn, upon his oath stated that he is Vice President
of Lithonia Lighting Products Co., Inc.
{ a corporation organized and doing business under the laws of the State of Georgia
{ and has been duly authorized by said corporation to make this affidavit
{ a partnership composed of
a sole trader doing business as Manufacturers of Fluorescent Lights
and that as such he makes this affidavit; that he is familiar with the books and business of
said Lithonia Lighting Products Co., Inc.; that the attached account against
Youngs Radio and Repair of Bay Minette, Ala.
is just and correct, within the knowledge of this affiant, that the items thereon stated and com-
posing the said account were sold and delivered to said
at { its } special instance and request, that credit has been duly given for all payments and
{ their }
{ his }
just and lawful offsets to which said account is entitled as thereon stated, and that the balance
thereof, amounting to the sum of one hundred fifteen dollars and 62/100 Dollars
(\$ 115.62) with interest from 19 is justly due and
remains unpaid.

 v. P. X

I hereby certify under my official seal that I am authorized as a Notary Public to
administer oaths under the laws of the State of Georgia
and that the foregoing was subscribed and sworn to before me on the day and year
first above stated.


Notary Public

County of DeKalb State of Gea
My commission expires June A. D. 1951

Received in Sheriff's Office
this 14 day of July, 1949
TAYLOR WILKINS, Sheriff

1375

SUMMONS & COMPLAINT

LITHONIA LIGHTING PRODUCTS COMPANY,
a Georgia Corporation,

Plaintiff

vs.

JOHN YOUNG, Individually and doing
business as YOUNG'S RADIO & REPAIR

Defendant

IN THE TWENTY EIGHTH JUDICIAL
CIRCUIT COURT OF ALABAMA

AT LAW

FILED

JUL 14 1949

ALICE J. DUCK, Clerk

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

July 15 49
within Summons and
John Young
Young's Radio & Repair

Taylor Wilkins
Sindal