

April 15, 1936

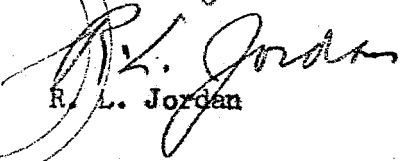
PERSONAL AND CONFIDENTIAL

Mr. J. C. Taylor,

Dear Coard:

I am enclosing a letter received from Mr. Otto M. Hamer, counsel for the Packard Motor Car Company of Chicago, relative to the suit now pending in the Superior Court of Cook County in which [REDACTED] is the plaintiff and the Packard Motor Car Company is the defendant.

Very truly yours,


R. L. Jordan

J:R

cc-Dr. Robert A. Kehoe

C O P Y

OTTO M. HAMER
60 West Washington Street
Chicago, Illinois

April 14, 1936

Ethyl Gasoline Corporation
310 South Michigan Avenue
Chicago, Illinois

Attention: Mr. R. L. Jordan

Gentlemen:

 vs Packard Motor Car Co.
 of Chicago.

In accordance with the writer's conversation with your Mr. Jordan today, I hand you enclosed two copies of a complaint at law in a suit now pending in the Superior Court of Cook County, in which is the plaintiff, and the Packard Motor Car Company of Chicago, is the defendant, in which briefly, the plaintiff is suing for \$50,000 for an illness due to lead poisoning which he alleges was due to the inhalation of fumes of Ethyl Gasoline from a used Packard sedan which he purchased from the defendant, and in which he used Ethyl Gasoline in pursuance to the suggestion of the agents and servants of the defendant.

The writer represents the defendant, the Packard Motor Company, and bespeaks your co-operation through your Medical Research Department for the purpose of showing, if this be a fact, that lead poisoning is never due to the inhalation of the fumes of Ethyl Gasoline.

The case is set for trial for April 24th, but probably will not reach the trial stage until possibly a week later. Any assistance your Corporation can give me will be only appreciated.

Yours very truly,

Otto M. Hamer (Signed)

C O P Y

STATE OF ILLINOIS)

CITY OF COOK)

SS

IN THE SUPERIOR COURT OF COOK COUNTY

vs.

No. 34s-11073

PACKARD MOTOR CAR
COMPANY OF CHICAGO,
A CORP.

COMPLAINT AT LAW

Plaintiff says:

1. On or about the 1st day of December, A. D., 1932 the plaintiff, Lloyd P. Banker, purchased from the defendant, Packard Motor Car Company of Chicago, a corporation a certain Packard Automobile which was then and there warranted and guaranteed by written agreement as follows:

"W A R R A N T Y

Guaranteed Packard exchanged vehicles are warranted for thirty days after date of delivery. This warranty being limited to the furnishing at our Service Station of such parts of the vehicle as shall under normal use and service appear to us to have been defective in material or workmanship. No warranty whatever is made in respect to TIRES, SPRINGS, COILS, BATTERIES, or ACCESSORIES. No warranty is made or authorized to be made by us or any of our employees other than herein set forth.

PACKARD MOTOR CAR COMPANY OF CHICAGO."

2. The said automobile purchased by the plaintiff from the Packard Motor Car Company was a second hand automobile which was then and there at the time of purchase represented by the said defendant to be in good order and condition.

3. Plaintiff avers that in pursuance to said purchase he made payment of the said automobile and proceeded to use the same in the course of his business and for pleasure.

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4. Plaintiff says that as soon as he purchased the said car and started to use the same in pursuance to the suggestion of the defendant by its agent or servants, as to the proper gasoline to be used in the said car he had the tank thereof filled with Ethyl Gasoline, which said Ethyl Gasoline contains tetra-ethyl lead which is poisonous when vaporized and inhaled, all of which the plaintiff was ignorant.

5. Plaintiff says that as soon as he began to drive the said car he noticed the odor of gasoline when the motor was cold and when the motor became warm or hot there was an odor in the car of gasoline which caused the plaintiff to have a headache and feel badly, and thereupon the plaintiff went to the defendant and called the attention of the agents or servants, of the defendant to the fact that there was a leak in some part of the heater or exhaust and explained that there was an odor of gasoline that was affecting him so that it caused him to have a headache.

6. The said defendant by its agents or servants went out with the plaintiff and drove the car about after purporting to make an examination, said there was no leak whereupon the plaintiff again took the car and proceeded to drive it for a few days, and the said gasoline continued to leak into the car, making him feel badly, and giving him a headache, and he again took the car back to the defendant and again called the attention of the defendant to the fact that the car was defective either in the exhaust or in the heater or in some other part whereby fumes were leaking into the car. Again the servants of the defendant informed the plaintiff that there was no leak and that it was all right to use the car.

7. Plaintiff avers that thereafter gas continued to leak into the said car and notwithstanding he kept the windows open, gas leaked into the said car. Plaintiff did not know or realize that the gas leaking into the said car was

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deleterious or harmful to him.

8. Plaintiff avers that he was at all times in the exercise of all due care and caution for his own safety.

9. Plaintiff avers that thereafter and in the latter part of December, A.D. 1932 he became seriously ill and upon investigation by physicians it was discovered that the plaintiff was suffering from an illness due to lead poisoning and due to the inhalation of the fumes of Ethyl gasoline from the said automobile as aforesaid.

10. As a direct and proximate result of the negligence of the defendant in selling to the plaintiff a defective machine and in failing to discover and remedy the defect when notified thereof, and in failing to warn the plaintiff of the danger of the inhalation of Ethyl gasoline fumes, the plaintiff then and there became sick, sore, lame and disordered, suffered great pain and a permanent injury, and has been hindered and prevented from attending to his ordinary occupation and business, and he has been compelled to expend large sums of money in and about in endeavoring to be healed and cured of his said wounds, sickness and disorders, and he has been otherwise damaged.

WHEREFORE Plaintiff demands judgment in the sum of FIFTY THOUSAND (\$50,000.00) DOLLARS.

JOHN A. BLOOMINGSTON

Atty. for Plaintiff.

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