

4801

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons Cleve Hyatt, to appear and plead, answer or demur within thirty days from the service hereto to the Bill of Complaint filed in the Circuit Court of Baldwin County, Alabama, by Lubrication Engineers, Inc., a Corporation.

Witness my hand this the 3 day of August, 1961.

Alice J. Duck
Alice J. Duck, Clerk

Ex 8-7-61 -----

LUBRICATION ENGINEERS, INC.,	Y	
A Corporation,		
	Y	IN THE CIRCUIT COURT OF
Plaintiff		
	Y	BALDWIN COUNTY, ALABAMA
Vs.		
	Y	AT LAW
CLEVE HYATT,		
	Y	CASE NO. <u>4801</u>
Defendant.		
	Y	

1.

The Plaintiff claims of the Defendant ONE HUNDRED SIXTY and 84/100 DOLLARS (\$160.84), due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant on, to-wit, March 5, 1956, which sum of money, with interest thereon, is still unpaid.

2.

The Plaintiff claims of the Defendant EIGHTY-SEVEN and 72/100 DOLLARS (\$87.72), due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant on, to-wit: March 21, 1956, which sum of money, with interest thereon, is still unpaid.

3.

The Plaintiff claims of the Defendant THIRTY-NINE and 30/100 DOLLARS (\$39.30), due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant on, to-wit, April 10, 1956, which sum of money, with interest thereon, is still unpaid.

4.

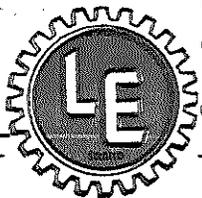
The Plaintiff claims of the Defendant TWO HUNDRED EIGHTY-SEVEN and 86/100 DOLLARS (\$287.86), due from him by account on, to-wit, April 10, 1956, which sum of money, with interest thereon, is still unpaid. An itemized statement of the account sued on, verified by the affidavit of a competent witness, is attached hereto as Exhibit "A" and made a part hereof.

WILTERS, BRANTLEY & NESBIT

BY:

Phyllis S. Nesbit
Attorneys for the Plaintiff

*Def may be served
on Route #1, Rabun, Ga.*



LUBRICATION ENGINEERS, INC.

CUSTOM BUILT LUBRICANTS FOR HEAVY EQUIPMENT

General Offices: 2809 RACE ST. • P. O. BOX 7128, FORT WORTH 11, TEXAS • PHONE TE 4-1979

INVOICE No. 43306

Mail to: Cleve Hyatt
Raburn Route
Bay Minette, Alabama

DATE March 5, 1956

SALESMAN Casperson NC

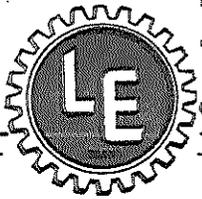
Ship to: Same

TERMS 90 Days

SHIP VIA: Truck

PREPAID

NUMBER OF CONTAINERS	SIZE PER CONTAINER	TOTAL QUAN. ORDERED	DESCRIPTION OF PRODUCTS	UNIT PRICE	EXTENSION
3	40	120	No. 507 A Ferguson	.27	32.40
1	40	40	No. 504 GGL	.27	10.80
1	55	55	Motor Oil Sae 3	1.12	61.60
1	5	5	LX	4.75	23.75
1	105	105	No. 506 UGL	.26	27.30
1-			Barrel Pump	NC	
1			Gear Oil Dispenser	NC	
					155.85
			PLUS FED TAX 120 # @ .0075		.90
			PLUS FED TAX 105 # @ .0075		.79
			Plus Fed Tax 55-Gal. @ .06		3.30
					<u>160.84</u>



LUBRICATION ENGINEERS, INC.

CUSTOM BUILT LUBRICANTS FOR HEAVY EQUIPMENT

General Offices: 2809 RACE ST. • P. O. BOX 7128, FORT WORTH 11, TEXAS • PHONE TE 4-1979

INVOICE

No. 44083

Mail to:

Cleve Hyatt
 Raburn Route
 Bay Minette, Alabama

DATE March 21, 1956

SALESMAN Casperson 000

Ship to:

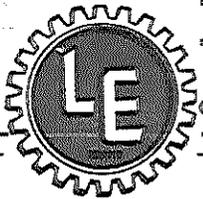
Same

TERMS 90 Days

SHIP VIA:

Delivered Made B. T. Turner, Perdido

NUMBER OF CONTAINERS	SIZE PER CONTAINER	TOTAL QUAN. ORDERED	DESCRIPTION OF PRODUCTS	UNIT PRICE	EXTENSION
1	55	55	Motor Oil SAE 30	1.12	61.60
1	40	40	No. 504 GGL	.27	10.80
1	CASE		LX	15.75	15.75
1	40	40	No. 506 UGL	.27	10.80
1			Barrel Pump	NC	
					<u>98.95</u>
			Plus Fed. Tax 55 Gal @ .06		3.30
			Plus Fed. Tax 40# @ .0075		.30
					<u>102.55</u>
			LESS FREIGHT		<u>14.83</u>
					87.72



LUBRICATION ENGINEERS, INC.

CUSTOM BUILT LUBRICANTS FOR HEAVY EQUIPMENT

General Offices: 2809 RACE ST. ● P. O. BOX 7128, FORT WORTH 11, TEXAS ● PHONE TE 4-1979

INVOICE

No. 450~~96~~

Mail to: Cleve Hyatt
Rebun Route
Bay Minette, Alabama

DATE April 10, 1956

SALESMAN Casperson 000

Ship to: Same

TERMS 90 Days

● SHIP VIA: Mercury to Salem c/o Cooper

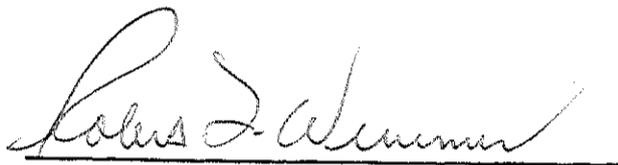
Prepaid

NUMBER OF CONTAINERS	SIZE PER CONTAINER	TOTAL QUAN. ORDERED	DESCRIPTION OF PRODUCTS	UNIT PRICE	EXTENSION
1	30	30	Diesel Oil SAE 30	1.25	37.50
1			Barrel Pump	NC	
			Plus Fed. Tax 30 Gal. @ .06		1.80
					<hr/> 39.30

STATE OF Texas

COUNTY OF Tarrant

BEFORE ME Mary Lou Duran, a Notary Public, in and for said County and State, personally appeared Robert F. Wimmer, who being by me duly sworn, deposes and says, that he is Vice President for the firm of Lubrication Engineers, Inc.; that the annexed statement of the account of said firm against Cleve Hyatt of Bay Minette, in the State of Alabama, is just, true and correct; that there is now due on said account the sum of \$ 287.86, after deducting all credits, set-offs or counter-claims.



Robert F. Wimmer

Sworn to and subscribed before me this 30 day of June, 1961.

FILED

AUG 3 1961

ALICE J. DUCK, CLERK
REGISTER



Notary Public,



IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 4801

LUBRICATION ENGINEERS, INC.,
A Corporation

Plaintiff

VS

CLEVE HYATT

Defendant

FILED

AUG 3 1961

ALICE J. DUCK, CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT
Attorneys at Law
Robertsdale, Alabama

Received 3 day of Aug 1961
and on 3 day of Aug 1961
I served a copy of the within Copy
on Cleve Hyatt
By service on _____

TAYLOR WILKINS, Sheriff
By T. W. Wilkins D.S.

4801

Thomas

vs

Hyatt

DATED April 6, 1956

SHIP TO: CLIVE HYATT

MAIL ADDRESS: RABUN ROUTE
STREET OR BOX NUMBER CITY OR TOWN STATE

SHIPPING ADDRESS: BAY MINETTE, ALA.
STREET OR BOX NUMBER CITY OR TOWN STATE

No. Of Containers	Size Per Container	Tot. Quan. Ordered		DESCRIPTION OF PRODUCTS	UNIT PRICE
		lbs. gal.	lbs. gal.		
1	30 gal.	30	lbs. gal.	Deisel OIL SAE 30 10 ³	37.50 lbs. gal.
	1 gal.	1	lbs. gal.	BBL PUMA	NC lbs. gal.
				Fed. Tax	1.90 lbs. gal.
				Margway Lubrication Fargo	39.30 lbs. gal.
				Go Cooper Rusk	lbs. gal.
					lbs. gal.

TERMS OF SALE
 4% Discount for check with order. Freight Prepaid.
 Regular Terms—2% 10 days, 30 days net. Deduct Freight when paying invoice.
 If other terms desired or necessary, indicate due date here
90 DAYS

CONDITIONS OF SALE
 All orders subject to approval of and payable at home office of Lubrication Engineers, Inc., Fort Worth, Texas. This order shall constitute the full and entire purchase agreement between buyer and seller. Title to goods passes to consignee upon delivery to transportation company. No order may be cancelled after goods shipped. No products may be returned for credit without written permission from the home office. Our Warranty to our customers appearing here is specifically made a part of the conditions of sale.

Our Warranty to Our Customers: It is the intention of Lubrication Engineers, Inc., to give you, our customer, the highest quality of custom-built lubricants on the market, in a sincere effort to reduce your operating costs through lower maintenance bills, fewer repairs and replacements, and less time spent in lubricating. Our sales engineers are carefully selected and trained to render you intelligent, valuable and honest service. If for any reason you should feel that we have fallen short of these aims in your particular purchase, you have only to notify us to be assured of treatment according to The Golden Rule. Our business is founded upon mutual confidence, respect, and honest values.

NATURE OF CUSTOMER'S BUSINESS
LOGGING
 New Account Old Account
CASPERSON
 Sales Representative

PURCHASER'S SIGNATURE
Clive Hyatt
 If other than individual give Firm Name first, followed by Signature and Title of Buyer
 SIGNATURE OF BUYER
 TITLE OF BUYER