

1416

THE TEXAS COMPANY, A Corporation,
Plaintiff

L A W

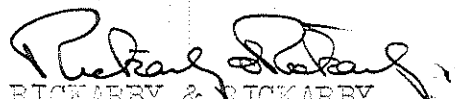
CIRCUIT COURT OF

VS

BALDWIN COUNTY, ALABAMA:

CHESTER A. EICHELEBERGER,
Defendant

COUNT ONE: The Plaintiff claims of the Defendant the
sum of SEVENTY-ONE and 00/100 DOLLARS (\$71.00), due from him by
account on, to-wit, August 22, 1947, which sum of money together
with interest thereon is due and unpaid.


RICKARBY & RICKARBY
Attorneys for Plaintiff

The debt upon which this action is based is
evidenced by itemized verified statement of account filed herewith.


RICKARBY & RICKARBY
Attorneys for Plaintiff

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA, }
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No.

..... TERM, 1949.....

TO ANY SHERIFF OF THE STATE OF ALABAMA :

You Are Hereby Commanded to Summon CHESTER A. EICHELBERGER

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

CHESTER A. EICHELBERGER

....., Defendant.....

by THE TEXAS COMPANY, a Corporation

....., Plaintiff.....

Witness my hand this 11th day of October 1949.....

Archie J. Church, Clerk.

No. 1416 Page _____

THE STATE of ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

THE TEXAS COMPANY, a Corporation

Plaintiffs

vs.

CHESTER A. EICHELDGERGER

Defendants

SUMMONS and COMPLAINT

Filed _____, 1949

FILED

Clerk

OCT 11 1949

ALICE J. DUCK, Clerk

RICKARDY & RICKARDY

Plaintiff's Attorney

Defendant's Attorney

Moots Printing Co.

Defendant lives at

RECEIVED IN OFFICE

Oct 11, 1949

Taylor Wilkins, Sheriff

I have executed this summons

this Oct 27, 1949
by leaving a copy with

Chester Eichelderger

Taylor Wilkins, Sheriff

H. F. Hall, Deputy Sheriff



STATEMENT

THE TEXAS COMPANY

SALES DEPARTMENT

New Orleans, La., 4-13-49

M. r. Chester A. Eichelberger

313 Brentwood Lane

Springhill, Ala.

1946

T-25925

DATE	DESCRIPTION		DEBITS	CREDITS	BALANCE
3-30	10 Gals Sky Chief	2.50			
"	Radiator sealer	1.00	3 50		
3-31	5.1 gals Sky Chief	1.25			
"	Motor Oil 1 qt	.30	1 55		
4-1	5.1 gals Sky Chief	1.25	1 25		
4-7	10 gals Sky Chief	2.45	2 45		
4-8	8.1 gals Sky Chief	2.00			
"	5 qts Motor Oil	1.50	3 50		
4-11	5.1 gals Sky Chief	1.25	1 25		
4-13	10 gals Sky Chief	2.45	2 45		
4-14	5.1 gals Sky Chief	1.25			
"	1 qt Motor Oil	.30	1 55		
4-16	5.1 gals Sky Chief	1.25	1 25		
4-19	10 gals Sky Chief	2.45	2 45		
4-20	10 gals Sky Chief	2.50	2 50		
4-22	20 gals Sky Chief	4.90	4 90		
4-24	5.1 gals Sky Chief	1.25	1 25		
4-26	8 gals Sky Chief	1.96	1 96		
4-13	5 gals Sky Chief	1.25	1 25		
4-27	8 gals Sky Chief	2.00			
"	1 qt Motor Oil	.30	2 30		
"	7 gals Sky Chief	1.75	1 75		
5-3	10.2 gals Sky Chief	2.50	2 50		
5-4	7 gals Sky Chief	1.75	1 75		
5-5	5 gals Sky Chief	1.25	1 25		
5-12	8 gals Sky Chief	2.00			
"	1 qt Motor Oil	.30	2 30		
5-13	7.1 gals Sky Chief	1.75			
"	1 qt Motor Oil	.35	2 10		
5-11	7 gals Sky Chief	1.75	1 75		
5-11	21.7 gals Sky Chief	5.31	5 31		
5-14	4.4 gals Sky Chief	1.07			
"	Tire Repair	1.00	2 07		
5-16	5 gals Sky Chief	1.25			
"	1 qt Motor Oil	.30			
"	Lube Job	1.50	3 05		
5-17	5 gals Sky Chief	1.25			
"	1 qt Motor Oil	.30	1 55		

(Continued)

1. THE LAST AMOUNT IN "BALANCE" COLUMN IS BALANCE ON YOUR ACCOUNT TO DATE.
2. ANY SUBSEQUENT PAYMENTS WILL BE SHOWN ON YOUR NEXT STATEMENT.
3. THIS STATEMENT IS A REQUEST FOR PAYMENT ONLY OF PAST DUE AND UNPAID ITEMS. ITS PURPOSE IS TO ENABLE CUSTOMER TO COMPARE HIS BOOKS WITH OURS.

THE TEXAS COMPANY



STATEMENT
THE TEXAS COMPANY
SALES DEPARTMENT

Sheet # 2

19

M

T-25925

DATE	DESCRIPTION		DEBITS	CREDITS	BALANCE
5-17	7 gals Sky Chief	1.75			
"	1 qt Motor Oil	.35	2 10		
5-17	9.9 gals Sky Chief	2.56			
"	1 qt Motor Oil	.35	2 91		
5-18	11 gals Sky Chief	2.77	2 77		
5-19	10 gals Sky Chief	2.50			
"	1 qt Motor Oil	.30	2 80		
5-23	13 gals Sky Chief	3.25			
"	2 qts Motor Oil	.50	3 75		
"	7.9 gals Sky Chief	1.99	1 99		
5-26	10 gals Sky Chief	2.40	2 40		
5-28	5.1 gals Sky Chief	1.25	1 25		
5-30	10 gals Sky Chief	2.45	2 45		
6-5	10 gals Sky Chief	2.45			
"	1 qt Motor Oil	.30	2 75		
6-8	10 gals Sky Chief	2.45			
"	1 qt Motor Oil	.30	2 75		
6-10	Sky Chief 10 gals	2.45	2 45		
8-18-47	Payment			10 00	
8-22-47	Payment			10 00	71 00
This is to certify above balance \$71.00 is true and correct					
and no payments have been made thereon except as set forth above.					
There are no offsets or counterclaims against the same to the					
best of your deponent's knowledge and belief.					
THE TEXAS COMPANY					
<i>W. J. Tate</i>					
Credit Manager					

1. THE LAST AMOUNT IN "BALANCE" COLUMN IS BALANCE ON YOUR ACCOUNT TO DATE.
2. ANY SUBSEQUENT PAYMENTS WILL BE SHOWN ON YOUR NEXT STATEMENT.
3. THIS STATEMENT IS A REQUEST FOR PAYMENT ONLY OF PAST DUE AND UNPAID ITEMS. ITS PURPOSE IS TO ENABLE CUSTOMER TO COMPARE HIS BOOKS WITH OURS.

THE TEXAS COMPANY

STATE OF LOUISIANA)
PARISH OF ORLEANS) SS

WILLIAM J. TETE, being duly sworn, deposes and
says:-

That he is the Credit Manager of THE TEXAS COMPANY,
a Delaware Corporation, and that he is duly authorized to
make this affidavit;- that the annexed statement of account is
taken from the original books of entry of the corporation and
that upon information and belief the balance of \$71.00
shown due is correct; that the said balance with interest
thereon is justly due and owing to THE TEXAS COMPANY from
CHESTER A. EICHELBERGER, SPRINGHILL, ALABAMA,
that no payments have been made thereon except as set forth
in the annexed statement, and that there are no offsets or
counterclaims against the same to the best of your deponent's
knowledge and belief.

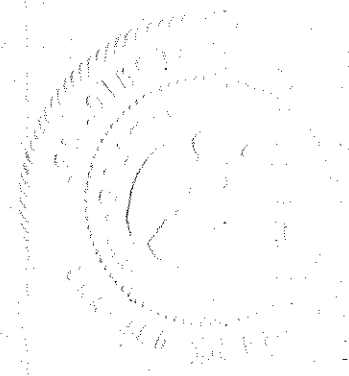
THE TEXAS COMPANY

W. J. Tete
Credit Manager

Sworn to before me this 23
day of September 1949.

Notary Public
W. J. Tete

W1416



FILED
OCT 11 1949
ALICE J. DUCK, Clerk

LAW OFFICES
RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

October 10, 1949.

Mrs. Alice J. Duck, Register,
Bay Minette,
Alabama.

RE: THE TEXAS COMPANY VS CHESTER A. EICHELBERGER

Dear Mrs. Duck:

With this we hand you summons and complaint in the matter of the Texas Company vs Chester A. Eichelberger and itemized, verified statement of account; also deposit for costs in the sum of \$10.00 paid by client's check. Defendant's address is Bay Minette and he works with the laid-up fleet.

Yours very truly,

RICKARBY & RICKARBY

By:

EGRjr:hb
cc - Dun & Bradstreet,
Enc - 4
181

LAW OFFICES
RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

October 10, 1949.

Mrs. Alice J. Duck, Register,
Bay Minette,
Alabama.

RE: THE TEXAS COMPANY VS CHESTER A. RICHELBERGER

Dear Mrs. Duck:

With this we hand you summons and complaint in the matter of the Texas Company vs Chester A. Richelberger and itemized, verified statement of account; also deposit for costs in the sum of \$10.00 paid by client's check. Defendant's address is Bay Minette and he works with the laid-up fleet.

Yours very truly,

RICKARBY & RICKARBY

By:

EGRjr:hb
cc - Dun & Bradstreet,
Enc - 4
181

LAW OFFICES

RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

ELLIOTT G. RICKARBY

E. G. RICKARBY, JR.

December 23, 1949

Mrs. Alice J. Duck, Register,
Bay Minette,
Alabama.

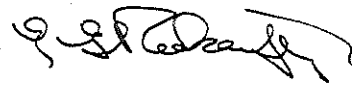
RE: TEXAS CO., VS. C. A. EICHELBERGER

Dear Mrs. Duck:

Service was had in the above mentioned cause on the 11th of October. Request you have Judge enter up a judgment by default for Plaintiff for \$71.00 principal, and \$8.52 interest, making a total of \$79.52. Believe this can be done without motion. Suit is on itemized, verified statement of account.

Yours very truly,

RICKARBY & RICKARBY

By: 

EGRjr:hb
cc - Dun & Bradstreet,
New Orleans, La.
181

RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

ELLIOTT G. RICKARBY

E. G. RICKARBY, JR.

December 28, 1949.

Mrs. Alice J. Duck, Register,
Bay Minette,
Alabama.

RE: THE TEXAS COMPANY VS C. A. EICHELBERGER

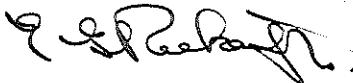
Dear Mrs. Duck:

In this matter we overlooked the fact that Mr. Lenoir Thompson was representing Mr. Eichelberger. He spoke to us about this several months ago and we, not hearing from him further, thought he had dropped out, but he would like to contact his client again, so we have told him that we would hold up until the 5th of January.

If the Judge has not entered up judgment by default, please do not present it to him now. If he has, Lenoir and I will get together about this thing by the 5th and decide what we wish done.

Yours very truly,

RICKARBY & RICKARBY

By: 

EGRjr:hb
181

cc - Mr. Lenoir Thompson

RICKARBY & RICKARBY

FAIRHOPE, ALABAMA

ELLIOTT G. RICKARBY

E. G. RICKARBY, JR.

3 Jan 50

C. LeNoir Thompson, Esq.,
Attorney at Law,
Bay Minette, Alabama.

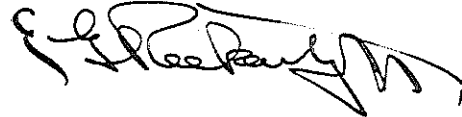
Dear Mr. Thompson: In re The Texas Company v Eichelberger

It looks like we have gotten together on this case and ask that you have judgment entered up with an agreement that execution will not be issued as long as the defendant pays \$20.00 a month on debt, first payment to be made during the month of January and continuing until principal, interest and costs are paid in full.

Yours very truly,

Rickarby & Rickarby

By



181

Mrs. Alice J. Dusb:

This suits me -

Don