

DOCKET NO. 174

| NUMBER | TERM | YEAR |
|------------|------------|-------------|
| <u>464</u> | <u>May</u> | <u>1961</u> |

Neptune Meter Company

VERSUS

Penfield Water Company, Inc.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.

NEPTUNE METER COMPANY :

vs. :

PENFIELD WATER COMPANY, :
INC. :

No. 464

May Term, 1961
In Assumpsit

COMPLAINT

And now comes the Plaintiff, by its attorneys, Bell, Silberblatt & Swoope, and brings this action in Assumpsit, whereof the following is a statement:

(1). The Plaintiff is Neptune Meter Company, a New Jersey corporation, with its principal office and place of business, situate in the State of New York.

(2). The Defendant is a Pennsylvania Corporation, having its principal office or place of business in the Village of Luthersburg, Brady Township, Clearfield County, Pennsylvania.

(3). The Plaintiff at the special instance and request of the Defendant, sold and delivered to the Defendant, certain goods and materials, at the times, in the amounts, of the kinds and for the prices set forth in a true and correct copy of account taken from the Plaintiff's books of original entry hereto attached and marked Exhibit "A".

(4). The prices charged for the said goods and materials are just and reasonable, and are the prices which the Defendant promised to pay Plaintiff for the same.

(5). According to the books of original entry of the Plaintiff, the Defendant still owes a balance of \$2,711.04, and the Plaintiff has demanded payment from the Defendant of the amount due, but the Defendant refused and still refuses to pay same, and has not paid any of the balance since October 28, 1960.

WHEREFORE, Plaintiff demands judgment against the Defendant for \$2,711.04 with interest from December 22, 1958.

BELL, SILBERBLATT & SWOOPE

By Caul Silberblatt

Attorneys for Plaintiff

STATE OF NEW YORK :
: SS:
COUNTY OF NEW YORK :

Before me, the undersigned officer, came, EDGAR A. GAUDETTE,
 , Vice President of the Neptune Meter
Company, who, being duly sworn according to law, deposes and
states, that the facts set forth in the foregoing Complaint, are
true and correct to the best of his knowledge, information and
belief.

Edgar A. Gaudette

Sworn and subscribed to
before me, this _____
day of July, 1961.

HENRY A. HESSE
NOTARY PUBLIC, State of New York
No. 30-3879000
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1962

LONG ISLAND CITY 1, N. Y.

INVOICE NO. 95071

INVOICE AND ORDER NO.

95071

INVOICE DATE

FACTORY DATE

10-3-36

SHIP VIA

Halls Motor

| DATE | | QUANTITY | | TERMS | |
|---------------------------|----|-------------------------------|--------|------------------------------|--------|
| 8-5-36 | | 6-5-36 | | NET 30 DAYS NO CASH DISCOUNT | |
| NO. | | DESCRIPTION | | CODE NO. | |
| QTY | | UNIT PRICE | | AMOUNT | |
| 2 | 25 | Qty 3 Dish Meters, Flg. Bnds. | 25-129 | 260.00 | 520.00 |
| | | 214, 296, 032-6063 | | | |
| 2 | 25 | Qty 3 Dish Meters, Flg. Bnds. | | Incl. | |
| | | 214, 296, 032-6063 | | | |
| | | Less 32% | | | 353.60 |
| Marks: | | | | | |
| Luthersburg Telephone Co. | | | | | |
| Luthersburg, Pa. | | | | | |

NUMBER OF INVOICES →

BRANCH OFFICES

ATLANTA • CHICAGO • DALLAS • DENVER • N. KANSAS CITY • LOS ANGELES
BOSTON • PORTLAND • SAN FRANCISCO • LOUISVILLE • PHILADELPHIA

NEPTUNE METER COMPANY HEREBY CERTIFIES THAT . . . the goods produced and services performed covered by this invoice were produced and performed in compliance with the requirements of the Fair Labor Standards Act of 1938, as Amended.

NEPTUNE METER COMPANY

| INVOICE NO. | | DATE | | TO | | BY | | CITY | | STATE | | COUNTRY | |
|-------------|--|------------|--|---------|--|----------|--|-------------------------------|--|------------|--|---------|--|
| 100-100 | | 100-100 | | 100-100 | | 100-100 | | 100-100 | | 100-100 | | 100-100 | |
| QUANTITY | | UNIT PRICE | | AMOUNT | | CODE NO. | | DESCRIPTION | | UNIT PRICE | | AMOUNT | |
| 20 | | 1.40 | | 28.00 | | 86-30 | | 1/8 S/D Cotton Caps - unlined | | 1.40 | | 28.00 | |
| | | | | 18.09 | | | | Hess 32-51 | | | | 18.09 | |
| | | | | 1.99 | | | | Pontage | | | | 1.99 | |
| | | | | 20.00 | | | | | | | | 20.00 | |

NUMBER OF
INVOICES →

BRANCH OFFICES

ATLANTA • CHICAGO • DALLAS • DENVER • N. KANSAS CITY • LOS ANGELES
BOSTON • PORTLAND • SAN FRANCISCO • LOUISVILLE • PHILADELPHIA

THE METER COMPANY HEREBY CERTIFIES THAT . . . the goods produced and services rendered covered by this invoice were produced and performed in accordance with the requirements of the Fair Labor Standards Act of 1938 as amended.

THE METER COMPANY

4th May 73

| | |
|---|----------------|
| IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA. | |
| No. <u>464</u> | May Term, 1961 |
| <u>In Assumpsit</u> | |
| NEPTUNE METER COMPANY | |
| vs. | |
| PENFIELD WATER COMPANY, INC. | |
| COMPLAINT | |
| TO THE WITHIN NAMED DEFEND- ANT: | |
| <p>You are hereby notified to plead to the within Complaint within 20 days from the date of service hereof.</p> | |
| BELL, SILBERBLATT & SWOOPE by <u>Paul Silberblatt</u> Attorneys for Plaintiff | |
| 1 Copy <u>out to Bell</u> BELL, SILBERBLATT & SWOOPE ATTORNEYS AT LAW CLEARFIELD TRUST CO. BLDG. CLEARFIELD, PENNA. | |
| 211 | |

4.50 by atty.

Prothonotary

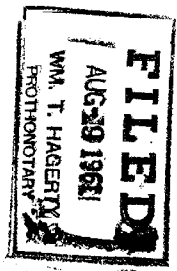
IN THE COURT OF COMMON
PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA,
No. 464 May Term, 1961

NEPTUNE METER COMPANY

v.s.

PENFIELD WATER COMPANY,
INC.

PRAECIPE FOR JUDGMENT



BELL, SILBERBLATT & SWOODE
ATTORNEYS AT LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PENNA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NEPTUNE METER COMPANY

vs.

PENFIELD WATER COMPANY,
INC.

:
:
:
:
:

No. 464 May Term, 1961
In Assumpsit

PRAECIPE FOR JUDGMENT

To William T. Hagerty, Prothonotary:

Sir:

Enter judgment in favor of the plaintiff and against the
defendant in the above captioned matter for failure to file an Ans-
wer to Plaintiff's damages as follows:

Amount claimed by Plaintiff, \$2,711.04

Interest from December 22,

1958,

428.83

Total

\$ 3,139.87

BELL, SILBERBLATT & SWOOPE

by *Paul Silberblatt*
Attorneys for Plaintiff

August 9, 1961.

I hereby enter judgment and assess damages as above.

Wm. T. Hagerty
Prothonotary

August 9, 1961.

DOCKET No. 174

✓ Neptune Meter Company

VERSUS

✓ Penfield Water Company, Inc.

In the Court of Common Pleas of
Clearfield County, Pa.

No. 464 Jay Term, 19 61

Debt \$

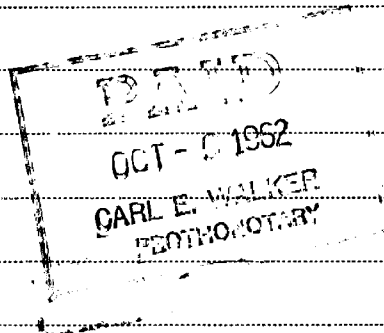
Interest

Judg't Entered

Bill, Silberblatt & Swoops 19.10

Prothonotary: 2.00

TOTAL: 21.10



Certified from the records this 24th

day of September, A. D. 19 62

Carl E. Walker Prothonotary

COSTS MUST BE PAID PROMPTLY

No. 464 May Term, 1961

Neptune Water Company

VERSUS

Perfield Water Company, Inc.

STATEMENT

*State paid on Credit
to the Treasurer on Order*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NEPTUNE METER COMPANY

v.

PENFIELD WATER COMPANY, INC.

:

:

:

:

No. 464 May Term, 1961

Judgment in Assumpsit

PRAECIPE FOR SATISFACTION

TO CARL E. WALKER, PROTHONOTARY:

Sir:

You are hereby directed to enter satisfaction of the judgment entered to
the above term and number upon payment of costs.

BELL, SILBERBLATT & SWOOPE,
Attorneys for Plaintiff

By

Paul Silberblatt

Dated:

September 26, 1962.

6