STATE OF ALABAMA :

TO ANY SHERIFF OF THE STATE OF ALABAMA.

BALDWIN COUNTY

You are hereby commanded to summon C. P. Tampary Construction Company, a corporation, to appear within thirty days from the service of this writ in the circuit court, to be held for said county at the place of holding the same, then and there to answer the complaint of Mechanical Equipment Corporation, a corporation.

Witness my hand, this /O day of May, 1935.

Herk of the Circuit Court.

WECHANICAL EQUIPMENT CORPORATION, : a corporation, :

IN THE CIRCUIT COURT

Plaintiff,

-VS-

C. P. TAMPARY CONSTRUCTION COMPANY, a corporation,

BALDWIN COUNTY, ALABAMA.

Defendant.

COUNT ONE

Plaintiff claims of the defendant the sum of \$188.00, due from it for goods, merchandise and chattels sold by the plaintiff to the defendant, to-wit, March 21st, 1934, which sum of money, together with interest thereon, is still due and unpaid.

Count Two.

Plaintiff claims of the defendant the sum of \$ 200 due from it by account stated between plaintiff and defendant on, to-wit, March 21st, 1934, which sum of money, together with interest thereon, is still due and unpaid.

Count Three

Plaintiff claims of the defendant the sum of \$188.00, due from it by account on, to-wit, March 21st, 1934, which sum of money, together with interest thereon, is still due and unpaid.

The account sued on is evidenced by itemized, verified statement filed with this complaint.

Attorney for Plaintiff.

Defendant's address

THE STATE OF LOUISIANA PARISH OF ORLEANS

Before me, the undersigned Notary Public, within and for the Parish and State aforesaid, on this day
personally appeared J. E. Pottherst.
known to me who, being by me duly sworn, states on oath that the foregoing and annexed account in favor of
MECHANICAL EQUIPMENT CORPORATION
*which is a corporation organized and existing under the laws of the State of LOUESIANA
and of which corporation affiant is the authorized President.
(or) *which is a co-partnership consisting of
and of which co-partnership affiant is Member, Agent or Attorney
And which account is against C. P. Tampary Construction Company Mobile. Ala.
for the sum of One hundred and eighty eight
is within the knowledge of affiant, just and true; that it is due and that all just and lawful offsets payments
and credits have been allowed. HECHARICAL EQUIPMENT CORPORATION
Sworn to and subscribed before me, the 25 day of All D., 1935
*ERASE ACCORDING TO FACTS. Notary Public.
Form of New Orleans Credit Men's Association. H-A-283

MECHANICAL EQUIPMENT CORPORATION

CONTRACTING ENGINEERS AND SALES AGENTS HOWARD AVE., CORNER CARONDELET ST.

NEW ORLEANS, LA.

INVOICE

SOLD TO

C. P. Tampary Mobile Ala.

COPY

DATE T-8-34

OUR PURCHASE ORDER NO. 039

OUR JOB NO.

YOUR ORDER NO. Ross

SALESMAN ADA

Shipment at your risk to

When Referring to this Invoice mention

No.

803

Quantity				
	DESCRIPTION	Unit Price	Total	Discount Net
1	Sq. Ft. 2" Corkboard		85.00	
1000	4" Wooden Skewers.		1.30	\$ 86.30
	TERMS: NET CASH BY 101 OF TOUR			
	TERMS: NET CASH BY 10th OF FOLLOWING MONTH.			
MAIN 4486	We accept no responsibility for goods returned without			

MECHANICAL EQUIPMENT CORPORATION

CONTRACTING ENGINEERS AND SALES AGENTS HOWARD AVE., CORNER CARONDELET ST.

NEW ORLEANS, LA.

INVOICE

SOLD TO

C. P. Tampary Const Co. Mobile Ala.

COPT

DATE

3/21/34

OUR PURCHASE ORDER NO.

AGE.

OUR JOB NO.

YOUR ORDER NO. Mr. ROSS

SALESMAN

ADA

Shipment at your risk to

When Referring to this Invoice mention

No.

874

lantity	DESCRIPTION				
	DESCRIPTION	Unit Price	Total	Discount	Net
1- Co	oils 28" x 3½" x 20" oil 28" x 3½" x 30"	45.34 36.78			
3- Ex	pansion Ealves.	45.00	\$ 127.12	25.42	\$ 101.70
D IN 4486	TERMS: NET CASH BY 10th OF FOLLOWING MONTH.			• .	

MECHANICAL EQUIPMENT CORPORATION

CONTRACTING ENGINEERS AND SALES AGENTS
HOWARD AVE., CORNER CARONDELET ST.
NEW ORLEANS, LA.

MONTHLY STATEMENT

То

C. P. Tampary Construction Co. Mobile Ala, DATE

April 24,1935

Date	Particulars	Charges	Credits	Balance
•				
1./8	/34 Involce 803	86,70		
3/2	./34 Invoice 874	101,70		\$1.88.00
				de des regularios de la companya de
1	WE WOULD BE PLEASED TO RECEIVE YOUR CHECK BY THE 10th.			
Trene	PERONE JED.	a a a a a a a a a a a a a a a a a a a		

SIDNEY J. GRAY LAWYER

713 MERCHANTS NATIONAL BANK BLDG.

Mobile, Alabama

May 11, 1935.

Hon. Robert S. Duck, Clerk Circuit Court, Bay Minette, Ala.

Re: Mechanical Equipment Corp. Vs: C. P. Tampary Const. Co.

Dear Sir:

Replying to your letter of May 10th I will personally see that your cost is paid on this case.

Yours very truly.

Lidney & Dray

BJG:HH

#10898.

Executed May 15 by serving copy of within S Mrs C. P. Tampay L. N. Anderson Singer

Circuit Court, Baldwin County

143

Peoples Fertilizer Co Vs. H.D. Stapeletin

PLAINTIFF

DEFENDANT

		BILI	OF COST		
CLERK'S FEES	Doll	ars Cts.	AMOUNT BROUGHT FORWARD	l s	Cts.
Issuing Summons and Complaint \$1 25	,	i as	Transcript to Supreme Court, 15c per		Cts.
Copies of same, when over 200 words,		F	hundred words		
15c per 100	<u>'</u>	30	Copies, 5c per hundred words	Ĭ	
Issuing Alias Summons and Complaint1 25	· [Citation to Appellee in Appeal, 20c per		
Entering Sheriff's Return on Summons and Complaint 20	. [ļ.,	hundred words		
and Complaint 20 Docketing Cause 25c. Ent. Appearance, 20c 45		چې ج			
Subpoena for Witness 30		2.5	Witness Certificate 25		
Making Certificate of Judgment 50		50	Taking Bond Not Above Mentioned 75	B	
Filing 10		10	Entering Order of Court not above named 30	8	
Trial and Incidents 75			Administering Oath 25		1 1
Entering Judgment, or copy of same 30		30	Taking Bond for Costs of Non-Resident Plaintiff 75		
Order for Continuance 10			Copy of any paper not above named, 15c		
Issuing Execution 50		50	per hundred words		
Docketing Execution 25		5 ٿ	Filing Writ of Prohibition and Entering		
Issuing copy of same 50			Keturn 15		
Entering Sheriff's Return on Execution,	. 10	20	Issuing Writ of Prohibition 75		
15c per hundred words 20	1 .		assuing copies of same, 15c per 100 words		
Final Record, I5c per hundred words Order for Alias Summons and Complaint 30		50	Filing Mandamus and Entering Return. 15		
	N		Issuing Writ of Mandamus 75		
Order to Dismiss Cause 30 Order to Set Aside Dismissal 30			Issuing copies of same, 15c per 100 words		
Order Overruling Motion to Set Aside	1		Total Clerk's Fees		
Dismissal 75	ĺ		SHERIFF'S FEES		
Order Granting New Trial 30			Serving and Returning Summons \$1 50	1	50
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Order Overruling Motion for Continuance 30			Collecting Execution for Costs 1 50	1	K7)
Order Overruling Motion to Set Aside			Serving and Returning Sci. Fa. Notice, etc. 65	•	
Default 30	i		Executing Writ of Possession		
Order for Notice to Non-Resident De-			Levying Attachment 3 00		
fendant 30	ĺ		Entering and Returning Attachment 25 Entering and Returning Execution 25		
ssuing Notice for Publication and Copy	l		Summoning and Returning Execution 25 Summoning and Returning Garnishee 1 50		25
20c per hundred words	l		Taking and Approving Garnishee Bond. 75		
Order to Give Security for Costs 30	ĺ		Serving and Returning Writs 1 50		
Order to Give Additional Bond30	ĺ		Serving and Returning Summons on		
Order to Execute Writ of Inquiry			Forcible Entry 1 00		
Order of Sale in Attachment 30 Order for Leave to Amend Complaint 30	l		Executing Writ of Restitution in such cases 2 00		
order for Leave to Amend Pleas 30		200	Taking and Approving Bonds of Every		
order for Leave to Amend Writ of Process 30	j .		Kind 1 00 ₺		
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ssuing copy of same, per hundred words 15			Taking and Approving Plaintiff's Deti-		
ssuing Copy of Interrogatories, 15c per ,			nue Bond		Î
hundred words. but not less than 50			Taking and Approving Defendant's Deti- nue Bond 1 00	ĺ	
ndorsing each Pet. Deposition Opened 10		Ī	Making Deed 2 50		
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ummons to Garnishee 50 opies of same, 20c per hundred words			Collecting Money on Execution		F.
otice to Defendant in Garnishee on Sum-			Empanelling Jury 75	8	A design of
mons, and copy, per hundred words 20		XII.	Sheriff's Commission for Property Sold		5
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swer, 15c per hundred words, but not		74.00	Seizing Personal Property on Writ of		
less than 50			Definue 3 00		231
iling Attachment 10			Total Sheriff's Fees		<u>~~~</u> ;
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per hundred words		[Interest	أحرر	أحرد
ling Certiorari and Entering Return 15			Clerk's Fees	5	3
aking Certiorari Bond and Filing Same 75			Sheriff's Fees	3	251
suing Writ of Certiorari 75			Justice's Fees	_ [. [
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Received r	ayment this	day	of	193
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524862

Clerk Circuit Court, Baldwin County, Ala,

CERTIFICATE OF JUDGMENT

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rt of Baldwin County		PLAINTIFF. DEFENDANT. , Clerk of	ECOD.	<u>∍વં૦ર્સ</u> ,I

The State of Alabama Baldwin County

No. 143 CIRCUIT COURT
Term, 1935

To Any Sheriff of the State of Alabama -- Greeting:

You are hereby commanded. Th	at of the good	s and chattels, lands and tenements of	•
	de de	e e e e e e e e e e e e e e e e e e e	
		48.62	
which Places F.	entile	des Company	Plaintiffs
recovered of him on the	= 27	- day of Jane	193 5 by
and the second s		ounty of Baldwin, besides the sum of	
costs of suit, and have the same to rer			
and make return of this Writ and the	execution ther	eof, according to law.	
Interest from	····	, 193, to date of collection.	
Witness my hand, this 29	dav of	193 3	Trine
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		Total S. Luck	Clerk
CLERK'S FEES	AMOUNT	SHERIFF'S FEES	AMOUNT
For every Summons & Complaint \$1.25	125	For Levying an Attachment \$3.00	
Each copy thereof 30	30	Entering and Returning Attachment 25	1 1
Entering a Sheriff's Return 20	20	Summoning Garnishee 1.50	1 1 .
Docketing 25	25	Serving Summons on Writ 1.50	
Entering Appearance 20	10		1 - 1
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Every order made in Court 30		Serving Subpoenas 65 Empanelling Jury 75	1 -
Copy thereof 25		Entering and Returning Execution 25	
Every Trial with or without Jury 75	3 15	Collecting Cost Execution 1.50	1 1
Entering up Judgment or copy thereof 30 Issuing Execution 50	50	Executing a Writ of Possession 2.50	
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Entering Return on Execution 20	3	Commissions	
Issuing Subpoenas 30		Sheriff's Commission for Property	
Administering Oath 25		Sold under Attachment	
Issuing each Attachment, taking		Seizing Personal Property on Writ	
bond 1.00		of Detinue 3.00	558
Filing Attachment 10	İ		
Each Summons for Garnishee 50		RECAPITULATION	
Each Copy 50		RECALL CEATION	
Notice to Deft. in Garnishee on Sum-		- 2.1	
mons and copy, per 100 words 20		Judgment for Pl- for \$	5,548 62
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Filing each Deposition and en-	·	Justice of Peace Fees	
dorsing same 20		Witness Fees in Justice of Peace Court	
Final Record, per hundred words 15	150	Constable's Fees Commissioner's Fees	
Every Certificate 50	/ ~	Printer's Fees	
Taking Bond not Otherwise Pro-		Witness Fee in Circuit Court	
vided for 75		Former Clerk's Fee	
Witness Certificates 25		Stenographer's Fee \$5.00	
Continuance 10		Trial Tax \$3.00	500
Certificate of Judgment 50	50	\$0.00	
Order of Publication 1.00			
			_ , , , , ,
	つ 35		52421

COLLECT COST FROM

THE STATE OF ALABAMA, Baldwin County

I hereby certify that the within Judgment and Costs in this case are correct, and there was a waiver of exemption as to personal property under the Constitution and Laws of Alabama.

This day of	193
	Clerk.
RECEIVED IN OFFICE	102
	Sheriff
Sheriff's Execution Docket, Page	
Sheriff's Fee Book, Page	
Clerk's CivilFee Book, Page	- Indiana de la companya della companya della companya de la companya de la companya della compa
and the state of t	

virtue of the within execution,

CERTIFICATE OF JUDGMENT

Copply Artilizer
Lo , Plaintiff

Plaintiff____

Vs.

., Defendant...

MODRE PRINTING CO., BAY MINKTE, ALA.

	MA)	7. Y	143		OTT	· · · · ·	
HE STATE OF ALABA Baldwin County.	*******	No.	೨. ಆಲ_			IT COU	
	,			May 8	th .	1935.	193
Any Sheriff of the State of Ala	ahama •	e G		i.i.		•	
, Any Sherin of the State of Air	abama:	e e		ž		:	1
You are hereby commanded to sun	amon	W. I	.Stan	Teton.			
To a decree commanded to sun	amon		*	#-10 T222-25			
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and the selection of the second of the secon						_	
appear and plead, answer or demur, wit	thin thirty	day iroi	n the ser	vice here	of, to the	Compla	int filed
Circuit Court of Baldwin County, Stat	te of Alaba	ıma at B	ay Mine	tte, Ala.,	against		
THE TO CHARLES AND THE STATE OF	•						
W.D.Stapleton, De	fendant	. by		Tteob?	<u>es 50</u>	CTĮĮįZ	er,Co
· · · · · · · · · · · · · · · · · · ·			•			;	
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	_Plaintiff v	versus _					
	_Plaintiff v	versus _		II			
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MOORE PRINTING CO., BAY MINETTE, ALA.

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Dollars, due by promissory note made by the defendant on March 30, 1931, and payable on June 1, 1931, with interest thereon, And plaintiff further avers that in said note the defendant waived all rights of exemption allowed him under the laws of Alabama and, also, agreed to pay a reasonable attorney's fee for the collection or attempt to collect said amount or to secure same by suit, and which attorney's fee the plaintiff herewith claims.

Gorvan Sunghi OSerghi ATTORNEYS FOR PLAINTIFF Rea in orther 5/1/35 MAWHenry

ALCUM STATE

CIVIL NO. 143

PEOPLES FERTILIZERGO

VS

W. D. STAPLETON,

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W.D. Stapleton

MAWilland manning Short St.

SUMMORS & COMPLAINT

FILED May 7th, 1935

Tutus Ques

PEOPLES FERTILIZER COMPANY, a Corporation,

Plaintiff

Vs.

W. D. STAPLETON.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW.

Defendant

ONE

Plaintiff claims of the defendant Three Hundred Thirty-five and 37/100 (\$335.37) Dollars, due by promissory note made by the defendant during the month of March, 1930, and payable on June 1, 1930, with interest thereon, at eight (8%) percent. And plaintiff further avers that in said note the defendant waived all rights of exemption allowed him under the laws of Alabama and, also, agreed to pay a reasonable attorney's fee for the collection or attempt to collect said amount of to secure same by suit, and which attorney's fee the plaintiff herewith claims.

TWO

Plaintiff claims of the defendant the further sum of One Thousand Eighty-nine and 74/100 (\$1,089.74) Dollars due by promissory note made by defendant on the 28th day of January, 1930, and payable on August 1, 1930, with interest form may 194,1930 @ 8 % promission. And plaintiff further avers that in said note the defendant waived all rights of exemption allowed him under the laws of Alabama and, also, agreed to pay a reasonable attorney's fee for the collection or attempt to collect said amount or to secure same by suit, and which attorney's fee the plaintiff herewith claims.

THREE

Plaintiff claims of the defendant the further sum of Two Thousand One Hundred Twelve and 83/100 (\$2,112.83)

SEAL

On June1st, 1930 , 192 , I, (or we) for value received, promise to pay to order of PEOPLES FERTILIZER COMPANY Three Hundred Thirty Five & 37/100 Dollars. With 8% interest from 5-1-30 payable at Baldwin County Bank. of Bay Minette

Description of this or any other debt we may owe the payee before this instrument is paid, I, (or we) hereby convey unto said payee, To secure the payment of this or any other debt we may owe the payee before this instrument is paid, I, (or we) hereby convey unto said payee, its successors and assigns, the following personal property in.

Baldwin

County, Alabama, warranted to be the property of the maker and free and clear from any lien or encumbrance, viz.:

My, or our, entire crop of cotton, corn, potatees and all farm products and all rents accruing to me or us for 1922 and each succeeding year in the county where I (or we) now or may hereafter reside until this instrument is paid.

Should makers pay all amounts due hereunder and all other debts owing to payee, then this instrument to be void, otherwise to remain in full force, and should maker fail to pay the debts secured hereby or the interest thereon or any part thereof when due, or should maker cause, attempt force, and should maker fail to pay the debts secured hereby or the interest thereon or any part thereof when due, or should maker cause, attempt or lien of other parties; or should maker become the subject of any bankrupley or any receivership proceedings, or should payee deem itself insert or lien of other parties; or should maker become the subject of any bankrupley or any receivership proceedings, or should payee deem itself insert and sell all of said property, including all attachments or equipment thereon, and in case of livestock the increase thereof, sale to be public or private and sell all of said property, including all attachments or equipment thereon, and in case of livestock the increase thereof, sale to be public or private and sell all of said property, including all attachments or equipment thereon, and in case of livestock the increase thereof, sale to be public or private and sell of said property, including all attachments or equipment thereon, and in case of livestock the increase thereof, sale to be public or private and sell of said property, including all expenses and charges in connection with the increase thereof, preservation of said property or WITNESSES: No. 7575

(or we) for value received, promise to pay to order of PEOPLES FERTILIZER

To secure the payment of this or any other Gebt we may owe the payer.

County, Alabama, its successors and assigns, the following personal property in warranted to be the property of the maker and free and clear from any lien or encumbrance, viz.:

My, or our, entire crop of cotton, corn, potatoes and all farm products and all rents accruing to me or us for 197 and each succeeding year My, or our, entire crop of cotton, corn, potatoes and all farm products and all rents accruing to me or us for 197 and each succeeding year in the county where I (or we) now or may hereafter reside until this instrument is paid.

Should makers pay all amounts due hereunder and all other debts owing to payee, then this instrument to be void, otherwise to remain in full force, and should maker fail to pay the debts secured hereby or the interest thereon or any part thereof when due, or should maker cause, attempt force, and should maker fail to pay the debts secured hereby or the interest thereon or any part thereof when due, or should payee deem itself inserved in the paying and said property or any part thereof to be sold, abused, assigned, attached, encumbered, removed from county, loaned or subjected to any claim or permit said property or any part thereof to be sold, abused, assigned, attached, encumbered, removed from county, loaned or subjected to any claim or permit said property or any part thereof to be sold, abused, assigned, attached, encumbered, removed from county, loaned or subjected to any claim or permit said property or any part thereof when due, or should maker feed on any sale hereof, and to any claim or payer or any said property, including all attachments or equipment thereon, and in case of livestock the increase thereof, sale to be public or private and sell all of said property, including all attachments or equipment thereon, and in case of livestock the increase thereof, sale to be public or or including all expenses and charges in connection with the enforcement hereof, preservation of said property or of