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Toledo Scale Company, an Ohio Corporation,  
Plaintiff.

Vs.

Joe Berge and Angelena Berge,  
individually and Belforest  
Mercantile Company, a partnership  
composed of Joe Berge and Angelena  
Berge, Defendants.

In Circuit Court of Baldwin County,  
Alabama.

Comes the plaintiff and ~~amends~~ amends its complaint heretofore filed in  
this cause to read as follows, to-wit.:

First Count.

Plaintiff claims of the defendants, the sum of \$90.26 balance due on  
that ~~contract~~ certain contract executed by defendants on to wit:- 10/23/36 pay-  
able to Toledo Scale Co. the plaintiff in 11 monthly installments of  
\$8.61 each for one Model K. Slicer.

Plaintiff avers that defendants have breached said contract by failing  
to pay the installments due as follows:- 2/5/37; 3/5/37, 4/5/37, 5/5/37;  
6/5/37; 7/5/37; 8/5/37; 9/5/37 and 10/5/37 each for \$8.61

Plaintiff hereby files a copy of this contract, and makes same a part of  
this complaint and marks same exhibit A.

Second.

Plaintiff claims of the defendants the further sum of \$77.49 due by promis-  
sory note of same date with contract to-wit:-Oct. 23, 1936 in monthly in-  
stallments of \$8.61, the first installment due 12/5/36, and plaintiff avers  
that only two monthly installments of \$8.61 have been paid, that said note  
was executed by defendants, as part of above contract, and that the said  
sum of \$77.49 is the balance due on said note, which said sum with the in-  
terest thereon from February 5, 1937, is still due and unpaid.

Plaintiff avers that in said note it is provided that, "Default in payment  
of any of the installments shall render the unpaid balance of this note im-  
mediately due and payable", and plaintiff avers that there has been a de-  
fault, and the whole sum of of \$77.49 with interest is now due.

Third.

Plaintiff claims of the defendants the further and additional sum of 15%  
of the balance of the principal and interest due on said note as an attorn-  
eys fee, and plaintiff avers that in said note defendants agreed that "Upon  
default and the placing and the placing of this instrument with an attorney

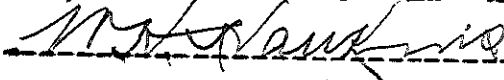
Page Two.

for collection or repossession of the property for which said note was given as part settlement, undersigned agrees to pay ~~to pay~~ as attorney's fees, 15% upon the amount involved".

Plaintiff herewith files a copy of this note and makes same a part of this complaint and marks same Exhibit B.

Fourth.

Plaintiff claims of the defendants, \$77.49 balance due from them by account for merchandise, goods and chattels sold by the plaintiff to the defendants on the 23rd. day of October, 1936, which sum of money with the interest thereon from Feb. 5, 1937, is still due and unpaid.

  
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Attorney for Plaintiff.

## FORM FOR COUNTER SCALES, PERSON WEIGHER SCALES, ETC.

No. 20841

Toledo Scale Company, Toledo, O.

City BethesdaState MoDate 10/23/36

Ship to undersigned as soon as convenient, the equipment described hereinafter—

One Style Model H Chart Sliver Finish Red  
 \_\_\_\_\_ Style \_\_\_\_\_ Chart \_\_\_\_\_ Finish \_\_\_\_\_  
 \_\_\_\_\_ Style \_\_\_\_\_ Chart \_\_\_\_\_ Finish \_\_\_\_\_

In consideration undersigned will pay you One Hundred & Twenty Five (\$ 125.00)  
 price of said equipment, F. O. B., Toledo, Ohio, freight prepaid, as follows—

\$ 11.00 in full of account 30 days from shipment, less 5% cash discount.

\$ 11.00 cash with order,

\$ \_\_\_\_\_ cash on delivery, and

\$ 9.40 in 11 monthly installments of \$ 8.61 and \_\_\_\_\_ of \$ \_\_\_\_\_ evidenced by installment note of undersigned, which, it is agreed, may be detached by you for collection purposes. Signing and delivery of note shall not be considered as payment or waiver of any term or condition of this contract.

Buyer delivers purchaser Old Dayton Scale

This contract shall not be countermanded and upon refusal of undersigned to make any payment provided for above, it is agreed that the purchase price less any previous payments thereon, shall at once become due and payable.

Upon failure of undersigned to make any payment provided for herein at the time it is due and payable; or upon any attempt to sell or transfer possession, removal, or attempt to remove said equipment from the premises hereinafter described without your previous written consent, you or your agent may take possession of and remove said equipment without legal process; and, all payments theretofore made to you hereunder, shall be considered as having been made for the use of said equipment while in the possession of undersigned.

Undersigned agrees to pay you or your assigns for said equipment as above, and that the title to said property shall be retained by you, and shall not pass until full payment of the purchase price, and of any judgment, or note, or notes, (or renewals thereof), given for the purchase or for a portion thereof, and that no such judgment or the bringing of suit or taking of any such note or judgment shall waive or effect this provision.

Should any of said equipment prove defective due to faulty workmanship or material within one year after shipment, you agree to replace such defective parts and repair the equipment gratis, undersigned to pay transportation charges to and from your factory or nearest agency capable of making the necessary repairs, or, if repairs can be and are desired made where the equipment is located, undersigned to prepay the expenses of the mechanic from and to your factory or nearest agency capable of making the necessary repairs. Any repairs or alterations made without your written consent or contrary to your instructions shall be at the expense and risk of undersigned.

Undersigned agrees to pay all taxes on the equipment and to assume all risk of injury, loss or destruction of same after delivery to the carrier, none of which shall release undersigned from payment of the purchase price.

It is agreed that you shall not be bound by any representation or promise which is not embodied herein.

Undersigned acknowledges receipt of a copy hereof.

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Accepted at Toledo, Ohio, on Oct 29, 1936  
 TOLEDO SCALE COMPANY.

By R. C. Fisher

Notice—No equipment placed on trial.  
 This order shall not be countermanded.

Bethesda Iron Co.  
 (Sign here name under which the business is conducted.)

By Arthur J. Fisher  
 (When signing for a partnership or corporation, the party signing should sign his name opposite the word "By" and following his name, where it is a corporation, he should show his title.)

Bethesda Iron Co.  
 (Print purchaser's name plainly on this line.)

## SHIPPING AND DELIVERY INSTRUCTIONS—FILL OUT COMPLETELY THE BLANK SPACES BELOW—

I have delivered No. One Model H Sliver or I will deliver No. 5084673

Ship { Freight } to me at (City) \_\_\_\_\_ (State) \_\_\_\_\_  
 { Express }

Ship { Freight } Direct to \_\_\_\_\_ (State) \_\_\_\_\_  
 { Express } Purchaser (Address) Bethesda (City) \_\_\_\_\_ (County) Brown (State) Mo

Equipment To be used at (Address) \_\_\_\_\_ (City) \_\_\_\_\_ (County) 11 (State) 11

Purchaser resides at (Address) \_\_\_\_\_ (City) \_\_\_\_\_ (County) 11 (State) 11

Mail Invoice to (Address) \_\_\_\_\_ (City) \_\_\_\_\_ (County) 11 (State) 11

Collect through \_\_\_\_\_

(Bank, direct, salesman or otherwise. If payable through bank, specify the bank.)

Salesman C. E. Turner Div. Sales Mgr.

Dist. Mgr. C. E. Turner Zone Mgr. W. M. Reddick

Salesmen—Do not write here

D/R No. \_\_\_\_\_ Date \_\_\_\_\_

TOLEDO SCALE CO.,  
Plaintiff,

vs.

JOE BERGA ET AL.,  
Defendants.

CIRCUIT COURT

BALDWIN COUNTY, ALABAMA.

AT LAW.

Come the defendants in the above styled cause, and for answer to plaintiff's amended complaint and each count thereof, separately and severally, says:

1. The matters therein alleged are untrue.

2. The plaintiff ought not to further prosecute this suit because since the commencement of this suit the defendants have returned the property, the purchase price of which is the subject matter of this suit, and the plaintiff has received and accepted the same in settlement of the demands sued on.

3. The plaintiff, acting through and by its agent, acting in the line and scope of his employment, induced the defendant, Angelina Berga, to enter into the alleged contract and to sign the note sued on through and by a fraudulent representation that the same were merely an agreement whereby plaintiff was to leave a meat cutter with the defendant, Angelina Berga, on trial to be purchased by the defendant, Joe Berga, in the event he should desire to purchase the same; that defendant, Angelina Berga, is of foreign descent and does not understand the English language sufficiently to understand the meaning of the papers presented for her signature and could not and did not read them, but relied on the representation of said defendant's agent and signed said contract and note and permitted him to leave said meat cutter with her; that the said Joe Berga did not want to purchase said article and seasonably notified the plaintiff and requested that plaintiff retake possession of the same; that after considerable correspondence and negotiations with plaintiff he returned said article to plaintiff and plaintiff received and accepted the same; that because of said fraud in the procurement of the said contract and note and the return of said property in conform-

ity with defendant's understanding of the terms and conditions under which the same was left with Angelina Berga, plaintiff ought not to further prosecute this suit.

Comes Joe Berga, and separately answering plaintiff's amended complaint and each count thereof, separately and severally says:

A. That there is no partnership of Belforest Mercantile Co.; that he is the sole owner of the mercantile business operated as Belforest Mercantile Co.; that Angelina Berga has no interest therein; that he did not purchase the article which is the basis of this suit and that the said Angelina Berga was not authorized to purchase the same and to bind him therefor.

B. That the contract and note sued on constitute a contract not to be performed within 12 months and no note or memorandum thereof expressing the consideration was reduced to writing and signed by him or by anyone thereunto duly authorized in writing.

BEEBE, HALL & BEEBE,

For Defendants.

Complaint.

Toledo Scale Company,

an Ohio Corporation,

Plaintiff.

In Circuit Court of Baldwin County, Alabama.

Vs.

Joe Berga and Angelena Berga

individually and Belforest

Mercantile Company, a partnership

composed of Joe Berga and Angelena

Berga, Defendants.


Count One.

Plaintiff claims of the defendants Seventy Seven and 49/100 (\$77.49 ) dollars due by promissory note dated Oct. 23, 1936 and payable in monthly installments at the rate of \$8.61 per month, and plaintiff avers that only two payments of \$8.61 each was paid on said note, and the above sum of \$77.49 is the balance due on said note, which said note is part of a certain contract executed same date by defendants, which contract covers a lien on One Model H Meat Slicer No. 508H673 and is recorded in the Probate Office of Baldwin County, Alabama Mortgage Book No. 69 at pages 221-2, which sum of money with the interest thereon from February 5th. 1937, is still due and unpaid.

Plaintiff avers in said note it is provided that, "Default in payment of any of the installments shall render the unpaid balance of this note due and payable, " and plaintiff avers that there has been a default, and the whole sum of \$77.49 with interest is now due.

Second.

Plaintiff claims of the defendants the further and additional sum of 15% of the balance of the principal and interest due on said note as an attorneys fee, and plaintiff avers that in said note defendants agreed that, "Upon default and the placing of this instrument with an attorney for collection or repossession of the property for which this note was given as part settlement, undersigned agrees to pay as attorney fees, 15% upon the amount involved.

  
Attorney for plaintiff.

THE STATE OF ALABAMA,  
Baldwin County.

No. \_\_\_\_\_

CIRCUIT COURT

October 5, 1937

To Any Sheriff of the State of Alabama :

You are hereby commanded to summon ~~Joe Berga and Angelena Berga individually~~  
~~and Belforest Mercantile Company, a Partnership composed of Joe Berga~~  
~~and Angelena Berga,~~

to appear and plead, answer or demur, within thirty day from the service hereof, to the Complaint filed in  
the Circuit Court of Baldwin County, State of Alabama at Bay Minette, Ala., against them as

Defendants by

~~Toledo Scale Company,~~ an Ohio Corporation

Plaintiff

Witness my hand this 5th day of October 1937

R. Deuch Clerk.

COMPLAINT

Plaintiff versus

The Plaintiff claims of the Defendant

Dollars, due by

Plaintiff's Attorney.

841-8

THE STATE OF ALABAMA  
BALDWIN COUNTY

CIRCUIT COURT

W. H. Seal Co.  
An Ohio Corporation

PLAINTIFF

*John Augustus Vandenburgh*

James C. Astrophile  
 1000 1/2 Street -  
 Defendant

## Summons and Complaint

Filed, Oct 5 1937

*H. J. Duck*, Clerk.

## Defendant Lives at

Belmont

Secretary General of  
the Association.  
Worth Park

**Defendant's Attorney**

MOORE PRINTING CO., BAY MINETTE, ALA.

RECEIVED IN OFFICE

10/15/77, 1937

*[Signature]*  
Sheriff

I have executed this Writ

this 10/13, 1987,  
by leaving a copy of the within Summons and  
Complaint with \_\_\_\_\_.

Angelina Benga  
+ Bob Benga  
Carol Ann Benga  
Angelina Benga  
and Margaret  
of the Benga  
Mercurial Co

*Mark Davis*, Sheriff.

**Deputy Sheriff.**



Colado Scale Company, an Ohio Corporation,

Plaintiff.

Vs.

Joe Berge and Angelena Berge,

individually and Belforest

Mercentile Company, a partnership

composed of Joe Berge and Angelena

Berge, Defendants.

In Circuit Court of Baldwin County,

Alabama.

Comes the plaintiff and manifests amends its complaint heretofore filed in this cause to read as follows, to-wit.:

First Count.

Plaintiff claims of the defendants, the sum of \$90.26 balance due on that ~~sum~~ certain contract executed by defendants on to wit:- 10/25/36 payable to Colado Scale Co. the plaintiff in 11 monthly installments of \$8.61 each for one Model H. Slicer.

Plaintiff avers that defendants have breached said contract by failing to pay the installments due as follows:- 2/5/37; 3/5/37, 4/5/37, 5/5/37; 6/5/37; 7/5/37; 8/5/37; 9/5/37 and 10/5/37 each for \$8.61

Plaintiff hereby files a copy of this contract, and makes same a part of this complaint and makes same exhibit A.

Second.

Plaintiff claims of the defendants the further sum of \$77.49 due by promissory note of same date with contract to-wit:- Oct. 25, 1936 in monthly installments of \$8.61, the first installment due 12/5/36, and plaintiff avers that only two monthly installments of \$8.61 have been paid, that said note was executed by defendants, as part of above contract, and that the said sum of \$77.49 is the balance due on said note, which said sum with the interest thereon from February 5, 1937, is still due and unpaid.

Plaintiff avers that in said note it is provided that, "Default in payment of any of the installments shall render the unpaid balance of this note immediately due and payable", and plaintiff avers that there has been a default, and the whole sum of of \$77.49 with interest is now due.

Third.

Plaintiff claims of the defendants the further and additional sum of 15% of the balance of the principal and interest due on said note as an attorney's fee, and plaintiff avers that in said note defendants agreed that "Upon default and the placing and the placing of this instrument with an attorney

Page Two.

for collection or repossession of the property for which said note was given as part settlement, undersigned agrees to pay ~~the~~ as attorney's fees, 15% upon the amount involved".

Plaintiff herewith files a copy of this note and makes same a part of this complaint and marks same Exhibit B.

Fourth.

Plaintiff claims of the defendants, \$77.49 balance due from them by account for merchandise, goods and chattels sold by the plaintiff to the defendants on the 23rd. day of October, 1936, which sum of money with the interest thereon from Feb. 5, 1937, is still due and unpaid.

  
Attorney for Plaintiff.

## FORM FOR COUNTER SCALES, PERSON WEIGHER SCALES, ETC.

Toledo Scale Company, Toledo, O.

City

State

Date

Ship to undersigned as soon as convenient, the equipment described hereinafter—

Style Chart Finish

Style Chart Finish

Style Chart Finish

In consideration undersigned will pay you \$100.00 (\$ 100.00) price of said equipment, F. O. B., Toledo, Ohio, freight prepaid, as follows—\$ 100.00 in full of account 30 days from shipment, less 5% cash discount.\$ 0.00 cash with order,\$ 0.00 cash on delivery, and\$ 0.00 in 0 monthly installments of \$ 0.00 and 0 of \$ 0.00 evidenced by installment note of undersigned, which, it is agreed, may be detached by you for collection purposes. Signing and delivery of note shall not be considered as payment or waiver of any term or condition of this contract.

This contract shall not be countermanded and upon refusal of undersigned to make any payment provided for above, it is agreed that the purchase price less any previous payments thereon, shall at once become due and payable.

Upon failure of undersigned to make any payment provided for herein at the time it is due and payable; or upon any attempt to sell or transfer possession, removal, or attempt to remove said equipment from the premises hereinafter described without your previous written consent, you or your agent may take possession of and remove said equipment without legal process; and, all payments theretofore made to you hereunder, shall be considered as having been made for the use of said equipment while in the possession of undersigned.

Undersigned agrees to pay you or your assigns for said equipment as above, and that the title to said property shall be retained by you, and shall not pass until full payment of the purchase price, and of any judgment, or note, or notes, (or renewals thereof), given for the purchase or for a portion thereof, and that no such judgment or the bringing of suit or taking of any such note or judgment shall waive or effect this provision.

Should any of said equipment prove defective due to faulty workmanship or material within one year after shipment, you agree to replace such defective parts and repair the equipment gratis, undersigned to pay transportation charges to and from your factory or nearest agency capable of making the necessary repairs, or, if repairs can be and are desired made where the equipment is located, undersigned to prepay the expenses of the mechanic from and to your factory or nearest agency capable of making the necessary repairs. Any repairs or alterations made without your written consent or contrary to your instructions shall be at the expense and risk of undersigned.

Undersigned agrees to pay all taxes on the equipment and to assume all risk of injury, loss or destruction of same after delivery to the carrier, none of which shall release undersigned from payment of the purchase price.

It is agreed that you shall not be bound by any representation or promise which is not embodied herein.

Undersigned acknowledges receipt of a copy hereof.

Notice—No equipment placed on trial.  
This order shall not be countermanded.

Witness

Witness

Accepted at Toledo, Ohio, on 10/1/19  
TOLEDO SCALE COMPANY.

By

(Sign here name under which the business is conducted.)

By  
(When signing for a partnership or corporation, the party signing should sign his name opposite the word "By" and following his name, where it is a corporation, he should show his title.)

(Print purchaser's name plainly on this line.)

## SHIPPING AND DELIVERY INSTRUCTIONS—FILL OUT COMPLETELY THE BLANK SPACES BELOW—

I have delivered No. 1000 or I will deliver No. 1000Ship { Freight } to me at (City) Baltimore (State) Md  
          { Express }Ship { Freight } Direct to Purchaser (Address) Baltimore (City) Baltimore (County) Baltimore (State) Md  
          { Express }Equipment To be used at (Address) Baltimore (City) Baltimore (County) Baltimore (State) MdPurchaser resides at (Address) Baltimore (City) Baltimore (County) Baltimore (State) MdMail Invoice to (Address) Baltimore (City) Baltimore (County) Baltimore (State) MdCollect through Bank (Bank, direct, salesman or otherwise. If payable through bank, specify the bank.)

Salesmen—Do not write here

Salesman S. J. Thompson Div. Sales Mgr.Dist. Mgr. C. H. Turner Zone Mgr. 1000D / R No. 1000 Date 10/1/19

TOLEDO SCALE COMPANY,  
an Ohio Corporation,

Plaintiff,

vs.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW.

JOE BERGA and ANGELINA  
BERGA, individually, and  
BELFOREST MERCANTILE COM-  
PANY, a partnership composed  
of Joe Berga and Angelena  
Berga,

Defendants.

Come the defendants in the above styled cause, and demur-  
ring to plaintiff's complaint and to each count thereof, separately  
and severally, say:

1. That the said complaint does not state a cause of  
action.
2. Said complaint does not properly describe the note  
declared on.
3. Said complaint does not allege by whom the note de-  
clared on was made.
4. Said complaint does not allege that the note declared  
on was made by the defendants.
5. Said complaint does not allege with particularity  
what installments of the said note are due.
6. Said complaint does not allege when the installments  
on the said note were due.

*Beck Hall & Beck*  
Attorneys for Defendants.

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Duch  
p. 144  
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RECORDED  
RECORDED

TOLEDO SCALE COMPANY,  
an Ohio Corporation,  
Plaintiff,

vs.

JOE BERGA and ANGELINA  
BERGA, individually, and  
BELFOREST MERCANTILE COM-  
PANY, a partnership com-  
posed of Joe Berga and  
Angelena Berga,  
Defendants.

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

DEMURRER.

Filed November 2, 1937.

*Jo. Duch*  
Clerk

The State of Alabama,

CIRCUIT COURT

Baldwin COUNTY.

Term, 19

No.

393.

393

## BILL OF COSTS

CLERK'S FEES		@	Amount	SHERIFF'S FEES		@	Amount
1	Issuing..... Summons and Complaint.....	\$1	25	1	Levying..... Attachment.....	\$3	00
2	Issuing..... copies thereof.....	30	90	2	Entering and returning..... Attachment.....	25	
3	Making every copy thereof, when over 200 words, per 100 words.....	15		3	Summoning..... garnishee and return.....	1	50
4	Entering..... Sheriff's return or copy thereof.....	20		4	Serving..... Summons and Return.....	1	50
5	Docketing cause, to be charged but once.....	25		5	Serving..... Subpoenas.....	65	
6	Entering Appearance.....	20		6	Impaneling jury.....	75	
7	Filing..... pleas, demurrer and other pleadings, for each.....	10	50	7	Making deed.....	2	50
8	Every trial, with or without jury, and its incidents, not including judgments by default or nil dict.....	75		8	Serving Summons, forcible entry, etc.....	1	50
9	Entering..... Continuance (each).....	10		9	Executing writ of restitution or possession.....	5	00
10	Entering..... judgment, (each).....	30		10	Collecting execution for cost.....	1	50
11	Entering any other order of Court (each).....	30	30	11	Serving..... Sci. Fa., notices, etc.....	1	50
12	Issuing..... Scire Facias, or notice in the nature thereof (each).....	75		12	Serving..... attachment for contempt.....	1	50
13	Issuing..... Execution or copy thereof (each).....	50		14	Taking and approving..... bond.....	1	00
14	Entering return, or copy thereof, for each 100 words, 15 cts; but in no case less than.....	20		15	Seizing personal property in detinue.....	3	00
15	Recording award of arbitrators, referees, auditors, etc., for each 100 words.....	15		16	Collecting money under execution, 5% first \$200.00; 4% to \$500.00; 3% all over \$500.00.....		
16	Issuing execution or attachment thereon, and entering return.....	1	00	17	Selling property attached, same for selling under execution.....		
17	Taking bond for certiorari, supersedeas, or appeal, or copy thereof and filing same.....	75		18	Former Sheriff's fees.....		
18	Issuing..... Subpoenas for Witness (each).....	30		Total Sheriff's Fees.....			450
19	Administering an oath, not relating to a trial pending and certifying the same.....	25		RECAPITULATION			
20	Issuing..... Attachment and taking bond (each).....	1	00	1	Clerk's Fees.....		790
21	Filing..... papers in attachment (each).....	10		2	Clerk's Fees.....		450
22	Issuing..... Summons for garnishee (each).....	50		3	Sheriff's Fees.....		
23	Swearing and taking examination for Garnishee and recording same, for each 100 words 15 cts; but not less than.....	50		4	Sheriff's Fees.....		
24	Order to advertise, or order of survey, or copy thereof.....	50		5	Witness Fees in Circuit Court.....		
25	Certificate of Judgment.....	50		6	Justice of the Peace Fees.....		
26	Recording each surveyor and surveyor's report or copy thereof, each 100 words 15 cts; but not less than.....	25		7	Witness Fees, in Justice of the Peace Court.....		
27	Issuing..... Commission to take depositions, or copy thereof.....	75		8	Commissioner's Fees.....		
28	Making copy of interrogatories accompanying commission.....	50		9	Commissioner's Residence.....		
29	Or for each 100 words,.....	15		10	Constable's Fees.....		
30	Filing..... packages of depositions (each).....	10		11	Garnishee's Fees.....		
31	Indorsing..... package of depositions, opened (each).....	10		12	Printer's Fees.....		
32	Issuing..... writ of ad quod damnum or writ in the nature thereof.....	75		13	Stenographer's Fees.....		
33	Recording the return and inquest thereon.....	50		14	Trial Tax.....		300
34	Or for each 100 words.....	15		Total Fees.....			1540
35	Issuing..... Writ of certiorari, prohibition, mandamus, or writ in the nature thereof.....	75		15	Judgment.....		
36	Filing the same and entering return.....	15		16	Date.....		
37	Making a complete record of a cause or copy thereof, for each 100 words.....	15	400	17	Interest.....		
38	Making copy of any paper not herein provided for, for each 100 words.....	15		18	Damages.....		
39	Making each certificate requiring the seal of office, and affixing seal.....	50		Total Judgment.....			
40	Taking any bond not otherwise provided for.....	75		Interest and Damages.....			
41	Making..... necessary certificates not otherwise provided for (each witness).....	25		Grand Total.....			
42	For certifying abstract, in lieu of fees for transcript under section 2851 of the Code.....	5	00				
43	Record for Supreme Court, for each 100 words.....	15					
44	Each additional copy thereof, for each 100 words.....	05					
45	Collecting money on judgments wherein said judgment has not been paid within 30 days after rendition, one half the per cent allowed sheriffs for same services for collecting money on execution.....						
Total Clerk's Fees.....			790				