

MADISON-KEDSIE TRUST & SAVINGS
BANK, a Corporation,

Plaintiff,

-vs-

C. P. TAMPARY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

Now comes the Defendant and for plea to the Complaint in this cause, says:- That the Plaintiff should not recover for in this; that at the time the suit which is the basis of said judgment was filed, he was a resident of Baldwin County, Alabama, where he had been residing for more than a year, and that no personal service of process notifying him of the pendency of said suit or the filing of said suit has ever been served upon him by a duly constituted officer of Illinois, nor has he accepted service of any process, and Defendant further avers that he has never appeared by Attorney or otherwise in the municipal court of Chicago, Cook County, Illinois, in said proceedings, and that said municipal court of Chicago, Cook County, Illinois, never had any jurisdiction over him to render said alleged judgment against him.

Hyland Howard Thosace
Attorneys for Defendant.

J. B. Blackburn

Sworn to and subscribed before me
on this the 30th day of April, 1934.

Ora Simon

Notary Public, Baldwin County, Alabama.

MADISON-KEDSIE TRUST & SAVINGS BANK, *

Plaintiff *

vs. *

C. P. TAMPARY, *

Defendant *

* IN THE CIRCUIT COURT OF

* BALDWIN COUNTY, ALABAMA.

Comes the plaintiff and, by leave of Court, amends its complaint in this cause by adding thereto the following counts:-

COUNT TWO

The plaintiff claims of the defendant the sum of \$2,500.00, and interest thereon since the 19th day of December, 1930, due by a promissory note executed on said date by the defendant, and payable at Chicago, Illinois, ninety-two (92) days thereafter, to the order of the Madison & Kedzie State Bank, a corporation, by which corporation said note was indorsed and transferred to the plaintiff; and which sum of money, with interest thereon, is still due and unpaid.

COUNT THREE

The plaintiff claims of the defendant a further and additional sum equal to ten (10) per cent of the principal and interest due on said note, as an attorney's fee, the defendant having agreed, in and by the terms of said note, to pay an attorney's fee of ten per cent of the principal and interest due on said note, in addition thereto; and plaintiff says sum is due and still unpaid.

Gray & Pore
Attorneys for Plaintiff

We hereby accept service of a copy of the foregoing amendment. This the 23 day of July, 1932.

H. H. H. H. H. H.
Attorneys for Defendant

MADISON-KEDSIE TRUST & SAVINGS
BANK, a Corporation,

Plaintiff,

VS.

C. P. TAMPARY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

INTERROGATORIES TO BE PROPOUNDED TO
THE DEFENDANT UNDER SECTION 7764 OF THE 1923 CODE OF
ALABAMA.

1. Do you claim any credits on the amount of \$2500.00 and interest, due by you to Madison-Kedsie Trust and Savings Bank, as evidenced by a promissory note for \$2500.00 dated December 19, 1930, and due ninety-two days thereafter, and if so explain fully each and every credit claimed, giving the exact amount of each and every credit claimed, the date each and every amount is claimed by you to have been due you, and also explain fully why and for what each credit is claimed?

2. If any credits are claimed by you in your answers to question No. 1, explain fully when these credits were first claimed by you and to whom this claim was made.

Leo H. Pon

J. B. Blackburn

Attorneys for Plaintiff.

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority, within and for said County in said State, personally appeared J. B. Blackburn, who, after being by me first duly and legally sworn, deposes and says: That he is one of the Attorneys for the Plaintiff in the above entitled cause and that the answers to the foregoing interrogatories, if well and truly made, will be material testimony for the Plaintiff in said cause.

RECORDED

Madison-Kaiser Trust
Savings Co

vs
C. P. Kemper

Amendment & Complaint

Filed July 27/1932
D. W. McManis
Clerk

9658

MADISON-KEDSIE TRUST & SAVINGS BANK,

Plaintiff

vs.

C. P. TAMPARY,

Defendant

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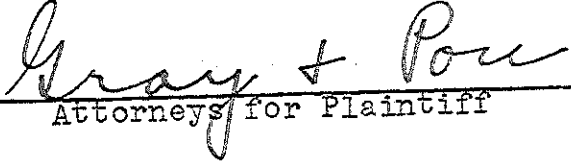
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

Comes the plaintiff and, for demurrer to the plea
filed in this cause by the defendant, says:

1. The allegation in said plea that said Municipal
Court of Chicago "never had any jurisdiction" over the defendant
to render said alleged judgment against him, is a mere conclusion
of the pleader.

2. For aught that appears from the allegations of said
plea, the defendant may have authorized some other person to appear
for him and confess said judgment in said Municipal Court of
Chicago.

3. Said plea is no defense to plaintiff's complaint.


Attorneys for Plaintiff

Without waiving the foregoing demurrer or either ground
thereof, but still insisting thereupon, the plaintiff, for repli-
cation to the defendant's said plea, says:

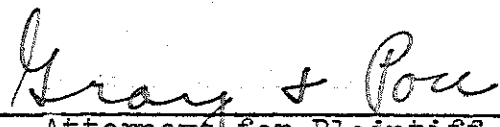
1. The plaintiff joins issue on said plea.

2. The plaintiff alleges that said judgment upon which
this suit is based was rendered by said Municipal Court of Chicago,
which is and was then a court of record, held in the city of Chicago,
in Cook County, State of Illinois, in a suit brought therein by
this plaintiff and against this defendant, on a promissory note
for \$2,500.00, executed by the defendant on, to-wit, the 19th day
of December, 1930, and payable ninety-two (92) days thereafter, to

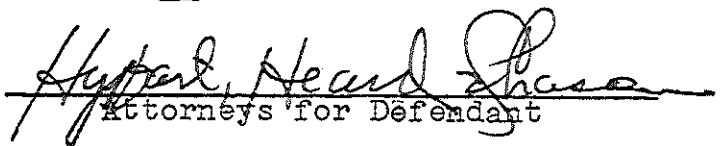
the order of the Madison & Kedsie State Bank, at Chicago, Illinois, together with interest at seven (7) per cent per annum, an attorney's fee of ten per cent, and court costs; plaintiff further alleges that said note executed by the defendant contained the following provision, to-wit: "The undersigned hereby, jointly and severally, empower any attorney of any court of record to appear for them or either of them, in such court in term time or vacation, at any time hereafter, and confess a judgment, without process against them, or either or any of them, in favor of the legal holder thereof, for such sum as may appear to be unpaid thereon, together with interest, costs and ten per cent attorney's fees"; and the plaintiff further alleges that it was the legal holder of said note when said suit was filed and when said judgment was rendered, and that said judgment was rendered by said Municipal Court of Chicago, without personal service of process upon the defendant, but by virtue of his said warrant of attorney to appear for him and confess judgment on said promissory note for said sum, and that an attorney did appear for the defendant and for him did confess said judgment as so rendered.

3. For a third replication the plaintiff hereby adopts its replication numbered 2, in its entirety, and adds thereto the following:

And the plaintiff further alleges that under the laws of the State of Illinois, where said judgment was rendered, it is provided that a person, for a debt, may confess judgment by an attorney so authorized in writing, and without service of process, and that such a judgment, when rendered, is valid and has the same force and effect as a judgment based upon personal service of process.


Attorneys for Plaintiff

We hereby accept service of a copy of the foregoing demurrer and replications. This the 23 day of July, 1932.


Attorneys for Defendant

Madison Trust & Savings Co
R. P. Company

RECORDED

Denver Office

Filed July 27, 1932
R. P. Company
Close

RECORDED

STATE OF ALABAMA :
BALDWIN COUNTY : To any sheriff of the State of Alabama

You are hereby commanded to summon C. P. Tampary, 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 Madison-Kedsie Trust & Savings Bank, a corporation.

Witness my hand, this 7th day of May, 1932.

D. W. Pichman
Clerk of the Circuit Court.

MADISON-KEDSIE TRUST & SAVINGS
BANK, a corporation,

Plaintiff,

Vs.

C. P. TAMPARY,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

The plaintiff claims of the defendant the sum of \$2,644.94, together with interest thereon from the 21st day of April, 1931, due from him by a judgment rendered for said sum on said date, in favor of the plaintiff, and against the defendant, in the Municipal Court of Chicago, a court of record, held in Chicago, Cook County, State of Illinois; which sum of money, together with interest thereon, is past due and still unpaid.

Gray & Pou
Attorneys for Plaintiff

We acknowledge ourselves as sureties for the court costs in this suit.

Gray & Pou
Attorneys for Plaintiff

Def. resides near Daphne

Original
RECORDED

Executed May 16th
1932 by serving
Copy of Within
~~Summons~~ ~~Camp~~
- ~~sent~~ on C.P.
Tampere the Deft
W.R. Street
Sheriff
By M.H. Williams
D.D.

Madison-Keller
Trust & Savings
Bank a Corporation
VS

L.P. Tampere

Filed May 7th 1932

Near Malbis

Gray & Ken
Atty for Deft

The State of Alabama,

CIRCUIT COURT

No. 9655

7th

Term, 1906

County.

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETING:

YOU ARE HEREBY COMMANDED, That of the goods and chattels, lands and tenements of

Madison Trust & Savings Bank, Defendant.

you cause to be made the sum of

which

recovered of

on the day of

besides the sum of

costs of suit, and have the same to render to the said

the execution thereof, according to law.

Interest from

Witness, my hand this day of

Clerk.

CLERK'S FEES	AMOUNT	SHERIFF'S FEES	AMOUNT
Issuing Summons and Complaint	\$1.25	Serving and Returning Summons	\$1.50
Issuing copies of same	.30	Serving and Returning Writs	1.30
Issuing Branch Summons and Complaint	1.25	Serving and Returning Subpoenas for Wit.	.65
Issuing copies of same	.30	Levying Attachment	3.00
Entering Sheriff's Return or copy of above	.20	Entering and Returning Attachment	.25
Docketing Cause	.25	Summoning and Returning Garnishee	1.50
Entering Appearances	.20	Serving and Returning Sci. Fas. Notices	1.50
Filing Pleas Demurrers	.10	Impaneling Jury	.75
Affidavits, Certified	.25	Collecting Cost, Execution	1.50
Commissions to take Depositions	.75	Taking and Approving Replevin Bonds	1.00
copies of Interrogatories	.50	Claim Bonds	1.00
Notices of Filing Interrogatories	.10	Garnishment Bonds	.75
Filing Packages of Depositions	.10	Forthcoming Bonds	1.00
Inclosing Packages of Depositions	.10	Bail Bonds	1.00
Orders in Court	.30	Detinue Bond	1.00
Continuances	.10	Writ of Possession	5.00
Issuing Subpoenas for Witnesses	.30	Making Deed	5.00
Trial and Incidents	.75	Collecting Money on Execution	2.00
Entering Judgment	.30	Writ of Restitution	2.00
Issuing Execution	.50	Sheriff's Commissions	
Entering Sheriff's Return of Execution	.20	Sheriff's Deed	
Issuing Certiorari Sci. Fas.	.75	Seizing Personal Property in Detinue	3.00
Filing Certiorari, etc.	.15	Former Sheriff's Fees	
Issuing Notices	.75	TOTAL SHERIFF'S FEES	150
Issuing copies of same	.50	WAIVER NO WAIVER	
Taking Bonds	.75	RECAPITULATION	
Filing Bonds	.10	Judgment for for	
Issuing Attachment Writ and taking Bond	1.00	Interest from	
Filing Attachments	.10	Damages	
Summons of Garnishee	.50	Clerk's Fees	730
Swearing and Ent. Answer of Garnishee		Sheriff's Fees	150
Complete Record, 15c per 100 words		Justice of Peace Fees	
Transcript to Supreme Court		Witness Fees in Justice of Peace Court	
Certificate of Appeal to Supreme Court	.75	Constable's Fees	
Notices of Appeal	.75	Commissioner's Fees	
Appeal Bond	.75	Commissioner's Residence	
Certificate of Judgment	.50	Printer's Fees	
Witness Certificates	.25	Garnishee's Fees	
		Witness Fees in Circuit Court	
		Former Clerk's Fees	
		Trial Tax	
		TOTAL FEES	1180
TOTAL CLERK'S FEES	730		