Levi 1859 to Frederick Pultney the Commissioner in the above Commission named,
W. H. H. Turner Clk

The Execution of the Commission appears by certain Schedules thereto annexed,
Frederick Pultney Comr (Seal)

No further Execution of the Commission appears by certain additional Schedules thereto annexed,
Frederick Pultney Comr (Seal)

Caroline Emanuels Debet No 1
Frederick Pultney Comr

State of Maryland Commissioner Opened 21st 1859.
Mayor of Baltimore City of Baltimore called, A assessment the Superior Court of Baltimore City in the 5th Judicial Circuit of the State of Maryland began and held at the Court House in and for the City aforesaid on the second Monday in September being the 8 day of the same Month Anno Domini Eighteen Hundred and Fifty six
Present The Hon Joseph Cothen Jr Judge
Samuel S Hoskins Esqr Sheriff
Edward Dowling Clk

Among other were the following proceedings to Wit

John Dwyer
vs
Thomas A Cunningham Surviving partner of Nelson Garland and Thomas Cunningham and Garland and Cunningham late of Baltimore City

Case 20

Be it remembered that heretofore to Wit on the 14 day of January in the year of our Lord 1856 the said John Dwyer by R. S. Mackall Matthews Esqr his attorney prosecuted a writ of Capias ad respondendum issued out of the Superior Court of Baltimore City to the Sheriff of Baltimore City directed as follows.

State of Maryland Baltimore City to wit

The State of Maryland to the Sheriff of Baltimore City Greeting, You are hereby commanded to summon Thomas A Cunningham surviving partner of late Copartners trading under the Mercantile name style and firm of Garland and Cunningham late of Baltimore City to appear before the Superior Court of Baltimore City to be held at the Court House in the same City on the second Monday in January last to answer unto John Dwyer late of Salem State of Massachusetts in a plea of Trespass upon the case &c And have you then and there this Writ Witness the Honorable Joseph Cothen Jr Judge of the said Court the 10th day of September 1856

Issued the 14th day of January 1856
Edward Dowling Clk

And thereupon the Plaintiff by his Attorney aforesaid on the day of prosecuting and seeing forth his Original Writ declaring against the said Defendant in the plea aforesaid in Trespass on the case &c Wit

Baltimore City to Wit Thomas A Cunningham surviving partner of Garland and Thomas A Cunningham late Copartners trading under the Mercantile name style and firm of Garland and Cunningham late of Baltimore City was summoned to answer John Dwyer late of Salem State of Massachusetts in a plea of trespass upon the case &c And thereupon the said John Dwyer plaintiff in this action by R. S. Mackall Matthews his Attorney complained for that whereas the said Defendant to wit on the said 8th day of January in the year 1856 at the City aforesaid was indebted to the said plaintiff in a large sum of Money to wit the sum of Five thousand Dollars, legal currency of the United States for the Work and labor care diligence and attendance of the said Plaintiff by him before that time done performed and bestowed in and about the business of the said Defendant Jobbing and at his special instance and request, and also in a large sum of Money to wit the sum of Five thousand Dollars, like lawful money of the United States for Goods Wares and Merchandizes by the said Plaintiff before that time sold and delivered to the said Defendant and at his like special instance and request, And also in a like sum for money by the said Plaintiff before that time had and advanced paid and expended for the said Defendant and at his like special instance and request, And also in a like sum for other Money by the said Defendant before that time had and received to and for the use of the said Plaintiff and being so indebted the said Defendant in consideration thereof, afterwards to wit on the day and year aforesaid at the City aforesaid undertook and then and there faithfully promised the said Plaintiff to pay him the said several sums of Money when the said Defendant should be thereunto afterwards requested, And whereas also the said Defendant afterwards to wit on the day and year last aforesaid at the City aforesaid accounted with the said Plaintiff of and concerning divers other sums of money before that time due and owing from the said Defendant to the said Plaintiff and then being in arrear and unpaid and upon such accounting the said Defendant was then and there found in arrear and indebted to the said Plaintiff in another large sum of Money to wit, in the further sum of Five thousand Dollars, and being so found in arrear and unpaid the said Defendant in consideration thereof afterwards to wit on the day and year last aforesaid at the City aforesaid undertook and faithfully promised the said Plaintiff to pay him the said Sum of Money when the said Defendant should be thereunto afterwards requested Nevertheless the said Defendant, not regarding his said promises and undertakings has not yet paid the aforesaid several sums of money or either of them, or any part of either of them to the said Plaintiff although to do the said Defendant was requested by the said Plaintiff after the 8th, and the day and year last aforesaid, and often afterwards at the City aforesaid But to pay the same the said Defendant hath hitherto altogether refused and still refuses so to do to the damage of the said Plaintiff Ten thousand dollars and therefore he sues &c

R. S. Matthews Attorney for the Plaintiff

Which said Second Monday in January to wit in the year 1856 being the return day of the Original Writ aforesaid and there the said Plaintiff by his Attorney aforesaid and the Sheriff of Baltimore City aforesaid to whom the said Writ was on the same aforesaid directed made no return thereof to the Court here, Nevertheless the said Defendant Voluntarily appears in Court here in person to said Action And thereupon it is noted by the Court here on motion of the said Plaintiff by his Attorney aforesaid that the said Defendant answer to the Declaration of the said Plaintiff in the plea aforesaid within the accustomed days or Judgment by the Court here will be rendered against him accordingly And the said Defendant in person defends the wrong and injury &c And prays leave of the Court here to imparle until the Second Monday in May then next to answer to the Declaration of the said Plaintiff in the plea aforesaid and he hath it, Therefore days given to the said Plaintiff then and there &c, Which said Second Monday in May to wit in the aforesaid