April Term 1857

which day the said Defendant has leave to imparle and then to answer to the declaration of the said plaintiff in the plea aforesaid and thereupon as well the said plaintiff by his Attorney aforesaid as the said Defendant in person and the said Defendant severally as aforesaid in person as before prays leave of the Court here further to imparle unto the second Monday in September then next to answer to the declaration of the said plaintiff in the plea aforesaid and he hath it the same day is given to the said plaintiff then and there &c And now here at this day to wit, the said second Monday in September in the year aforesaid to which day the said Defendant had leave further to imparle and then to answer to the declaration of the said Plaintiff in the plea aforesaid Come again into the said Court here as well the said plaintiff by his Attorney aforesaid as the said Defendant Sawyer as aforesaid in person, and the said plaintiff by his said Attorney prays that the said defendant Sawyer as aforesaid may answer to his declaration and because the said Defendant Sawyer as aforesaid doth not answer to the declaration aforesaid of the said Plaintiff in the plea aforesaid whereby the said action remains against the said Defendant Sawyer as aforesaid thereof undefended. Whereupon the said Plaintiff ought to recover against the said Defendant Sawyer as aforesaid his damages on occasion of the premises, and because it is suggested and proved and manifestly appears to the Court here that the said plaintiff hath sustained damage on occasion of the not performing the premises and underlaying aforesaid by reason of which judgment by default is rendered against the said defendant Sawyer as aforesaid, AND afterwards at the September Term of the said Court holden in the year 1857 the said Plaintiff by his Attorney aforesaid comes into the said Court here, and files in said cause the following Statement and Agreement of Notes to Wit

Thomas L Cunningham Surviving partner of Garland and Cunningham trading under the name and Style of Garland and Cunningham.

To John Dwyer Dr.

To your acceptance date June 1st 1854 of the draft of John Dwyer same date at six Months after date — $1000.00

Interest on the same from Dec 4th 1854 to Oct 4th 1857 3yrs 10 Mo 3 days — 190.50

To your acceptance of draft of John Dwyer date June 1st 1854 at eight Months after date — 1000.00

Interest on the same from Feby 4th 1855 to Oct 7th 1857 2yrs 8 Mos 3 days — 160.50

To your acceptance of draft of John Dwyer date June 1st 1854 at Nine Months after date — 1000.00

Interest on the same from Mar 4th 1855 to Oct 7th 1857 — 155.50

Cost of protest on 1st draft — 2.00

— 3,488.50

Baltimore 1st June 1854

$1000.00 Six Months after date the pleased pay to my own order one thousand dollars for value received, which charge to my account

John Dwyer

To Garland & Cunningham

Baltimore Endorsed John Dwyer

Pay to D W Alexander Cashier or order

For the Hughes Cashier

April Term 1857

Baltimore 1st June 1854.

$1000.00 Eight Months after date please pay to my own order, One thousand dollars for value received which charge to my acct

To Garland & Cunningham

John Dwyer

Baltimore, Endorsed John Dwyer

Pay to D Wallace Cashier or order.

For the Hughes Cashier

Baltimore 1st June 1854.

$1000.00 Nine Months after date please pay to my own order one thousand dollars for value received, which charge to my acct

To Garland & Cunningham

John Dwyer

Baltimore, Endorsed John Dwyer

Pay to D Wallace Cashier or order

For the Hughes Cashier

To which are annexed the following affidavit & Order

Dwyer

vs

Cunningham surv partners of Garland.

Superior Court of Balto City

Personally appeared in Open Court this 7th day of October 1857 J Thomas Matthews Attorney of the plaintiff in the above entitled cause and made oath that the sum claimed by the annexed account is due on the causes of action hereunto appended is justly due over and above all discounts to the best of his Knowledge and belief which is founded on the Defendants Express admission to him to that effect.

J Collins Jed.

Thereupon the Court passed the following order to Wit

Ordered by the Court this 7th day of October 1857 that the Clerk enter the judgment by default heretofore rendered in this cause for the Damages in the Narr and costs to be released on payment of $3488.50 with interest and costs, and the same is entered accordingly

Memorandum, Judgment by default for want of plea was rendered in this cause in the 10th day of December 1856 for $10.000 Damages in Narr & costs, to be released on payment of $3,488.50 Damages assessed by the Court with interest from 7th October 1857 and $7.03½ costs of suit.

Test Edward Dorsey Clk

I Testimony that the foregoing is a true and true Copy taken from the Record of proceedings of the Superior Court for Baltimore City in the therein entitled cause,

I hereto subscribe my name and affix the seal of said Court this 7th day of January in the year of our Lord 1859.

Jer E Sangston Clk

Sup Ct of Balto City

Maryland to wit I Collins Jed Judge of the Superior Court of Baltimore City do hereby certify that the foregoing attestation of Jeremiah E Sangston Clerk of the said Court is in due form. Given under my hand at the City of Baltimore this 8th day of June