aforesaid. Witness my hand and seal.
Test Allen E. Forrester. Edward R. Sparks Sheriff (Seal)
of Baltimore City.

State of Maryland City of Baltimore to Wit.

I hereby Certify that on this 10th day of October in the year 1863 before the Subscriber a Justice of the Peace of the State of Maryland in and for the City of Baltimore personally appeared Edward R. Sparks of Baltimore City and acknowledged the foregoing deed to be his act.

Allen E. Forrester,

(Seal) In Testimony that the aforegoing is truly Copied from the Original left for Record on the 12th day of October 1863 at 12¾ O'Clock, P. M. I hereto set my hand and affix the seal of the Superior Court of Baltimore City on this 3 day of October 1863.

George E. Saunston Clk.

Exhibit C.

Charles H. Myers
Alexius J. Myers
vs
William Rogers.

No 197 September Term 1862 Memorandum Trac and Notice Ju. Copies sent Summons Copy left 12 May 1862; app under ad rule plea Continued September Term 9. September 1862 appd by Atty.

9th Sept 1862 Judgmt by Confession for $600. 44 with interest from 10th September 1862 and Costs (Clerks Fees and Order filed). 29th Oct 1863 Credit $265. 65 2600 Int an Cost order an order for Fifa, same day Fifa issd 6 January Term.

State of Maryland Baltimore City set.

I hereby certify that the aforegoing is a true Copy of the Judgment in the above entitled cause taken from the Record of proceedings of the Superior Court of Baltimore City and I hereby further Certify that said Record contains no entry to show that the Judgment aforesaid has been satisfied either in whole or in part.

In testimony whereof I have hereunto set my hand and affix the seal of (Seal) the said Superior Court this 14th day of December A.D. 1863.

A. Meco Clk of Supr Ct Baltimore City.

And thereupon on the day and year last aforesaid the said Charles H. Myers and Alexius J. Myers the defendants in this cause comes into the Superior Court hereby Benjamin F. Horwitz Esquire their Solicitor, and afterwards on the thirty first day of December in the year last aforesaid the defendants by their Solicitor aforesaid files in said cause their Answer and Exhibits Nos which are in the Tenor and of the following Words to Wit.

To the Honorable Robert N. Martin of the Superior Court of Baltimore City. In Equity sitting The Answer of Charles H. Myers and Alexius Joseph Myers both of the City of Baltimore to the Bill of Complaint of Samuel C. Dawson against them in this Hon Court exhibited The Respondents reserving to themselves all and all manner of Exception to the said Bill of Complaint for its insufficiency errors inaccuracies and imperfections for Answer thereto say that it is as alleged in said Bill that the respondents on the fifth day of May 1862 instituted in this Hon Court against a certain William Rogers and that on the 9th day of September 1862 a final and absolute Judgment by Confession was entered in their favor for the sum of Six hundred and Ten dollars and Sixty five cents with interest and costs the proceedings in which Case being in this Court are hereby in the most ample manner to be taken as part of this Answer, and that the said Rogers has paid these respondents the sum of Three hundred and Forty five dollars and twenty six cents, on account of the principal of said Judgment together with all interest accrued thereon to the first of March 1863 and $6.43 for Sheriffs costs then due thereon and that no other part or parcel of said Judgment has been paid or satisfied and therefore there remains due to these respondents on account thereof at this time the sum of Three hundred and Sixty five dollars and thirty Eight cents ($365. 38) with interest from the first day of March 1863 and costs since incurred. These respondents further aver that they caused a Writ of Fieri Facias to be issued on said Judgment on the 29th day of October 1863 for the purpose of realizing the balance thereof due them and that they have the same placed in the hands of the Sheriff of Baltimore City and instructed him to levy and, and seize the interest of said Rogers in said piece of property situate on Hoffman Street in said City and which is particularly described in Complainants Exhibit B and which was and is the only property of any kind in which the said Rogers had any interest and which interest was a leasehold estate, or term for Ninety Nine years renewable forever and which property they then believed and yet believe and now aver is liable to be sold under said Writ Nevertheless during the fact that said Complainant on the 11th day of May 1861 instituted suit against said Rogers in the Court of Common Pleas and Notwithstanding the subsequent proceedings in said Case which are purely and at large shown and set forth in and by defendants Exhibit No 1 hereunto filed and prayed to be taken as part of this answer for these respondents say and respectfully insist that the Judgment which they obtained in your Honorable Court became a lien on said property on the day of its rendition that is to say on the 9th day of September 1862 as said property at that day belonged to said Rogers the defendant in said Judgment and that the Judgment of the said Complainants not having been obtained at or prior to said defendants Exhibit No 1 until the 30th day of October 1862 was a Judgment subsequent to in date to that of these respondents and that therefore any lien or rights which the Complainants aforesaid acquired by virtue of said Junior Judgment against the said Rogers, on said property are subject to the rights of these respondents acquired under and by virtue of their Prior Judgment and they therefore respectfully insist that the sale and purchase by said Complainant of said property under and by virtue of the Writ of Fifa issued on said Junior Judgment cannot and ought not in any way to interfere with the proceedings of these respondents under their prior Judgment legally had for the purpose of realizing the balance of their said Judgment according to Law. These respondents further answering say that they respectfully deny all design or intent to harass annoy or injure said Complainant or to cast any clouds or doubts on whatever title he may have acquired under said Sale and purchase as alleged in said Bill but on the Contrary say that before issuing said Fifa on their said Judgment they through their Counsel requested said Complainant to pay said sum then and now due them under their said Judgment, and which sum they then considered and now consider a lien on said property in the hands of said Complainant, but that he refused to comply with their said request and pay said amount as aforesaid and that therefore these respondents had no other course left than to pursue for the recovery of their just dues except the one which they were advised to accept in causing the issue of said Fifa on their said Judgment and the consequent sale