

187

169
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IN THE
BALTIMORE CITY COURT.

BOX 1319

BALTIMORE ACCEPTANCE CORPORATION

VS

J. STEWARD DAVIS.

DECLARATION, *& suit*
Under the Act.

Mr. Clerk:

Please file:

James Thomas
Attorney for
Plaintiff.

JAMES THOMAS
ATTORNEY AT LAW
BALTIMORE, MARYLAND

FILED JAN 26 1927

3/32/5/129

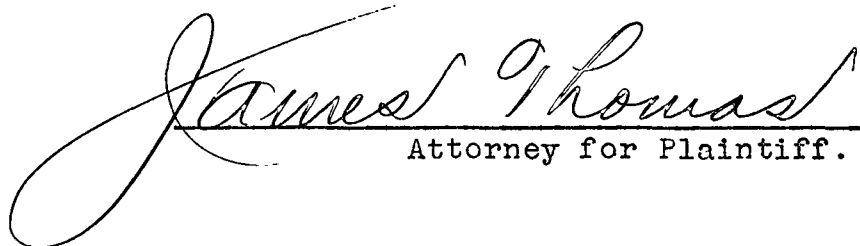
BALTIMORE ACCEPTANCE CORPORATION,	::	
a body corporate,	::	
		Plaintiff.
		IN THE
VS	::	
		BALTIMORE CITY COURT.
J. STEWARD DAVIS,	::	
215 St. Paul Place,	::	
		Defendant.
	::	

Baltimore Acceptance Corporation, a body corporate, duly incorporated, Plaintiff, by James Thomas, its Attorney, sues J. Steward Davis, Defendant, for money payable by the Defendant to the Plaintiff:

- 1 - FOR goods bargained and sold by the Plaintiff to the Defendant.
- 2 - AND for work done and materials provided by the Plaintiff for the Defendant at his request.
- 3 - AND for money lent by the Plaintiff to the Defendant.
- 4 - AND for money paid by the Plaintiff to the Defendant at his request.
- 5 - AND for money received by the Defendant for the use of the Plaintiff.
- 6 - AND for money found to be due from the Defendant to the Plaintiff on accounts stated between them.
- 7 - AND for that, one Blanche M. Davis, on the 7th day of April, 1926, by her promissory note now overdue, promised to pay to the Plaintiff, or order, \$1,326.00 in fifteen monthly installments of \$88.40 each, the first of said installments to become due one month after date, and the balance of the said

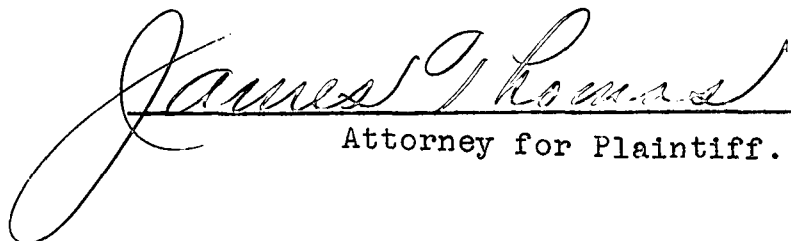
installments to be paid on even date of each ensuing month thereafter until fully paid, at the office of the Baltimore Acceptance Corporation, in the City of Baltimore and State of Maryland, with interest after maturity at the legal rate therefor, and that in the event of non-payment at maturity on any monthly instalment provided for in said note that the entire principal sum thereof shall immediately become due and payable, less any amounts previously paid thereon, and the Defendant endorsed said note prior to the delivery thereof to the Plaintiff; that the first second, third, fourth, fifth and sixth instalments thereof, totalling the sum of Five Hundred and Thirty Dollars and forty cents (\$530.40), were paid, but the remaining nine instalments thereof, amounting to Seven Hundred and Ninety-five Dollars and sixty cents (\$795.60) have not been paid and demand has been duly made on the Defendant, the endorser of said note for the remaining unpaid balance, but same has not been paid.

AND the Plaintiff claims One Thousand (\$1000.00) Dollars.


Attorney for Plaintiff.

TO THE DEFENDANT, J. STEWARD DAVIS:

TAKE NOTICE: That on the day of your appearance to this action in the Baltimore City Court, you will be required to plead to the said declaration in accordance with the Act of 1886, chapter 184, or judgment by default will be entered against you.


Attorney for Plaintiff.

STATE OF MARYLAND :
 : To Wit:
CITY OF BALTIMORE :

*Note
attached*

I hereby certify that on this 12th day of January, 1927, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared R. Sanchez Boone, Treasurer of the Baltimore Acceptance Corporation, who made oath in due form of law that there is justly due and owing by J. Steward Davis, the Defendant in the within named case, to the Plaintiff on the annexed promissory note (the cause of action in said case), the sum of \$367.60, with interest thereon, from November 7, 1926, until paid, over and above all discounts and credits, to the best of his knowledge and belief; and he further made oath in due form of law that he is Agent of the Plaintiff and is duly authorized to make this affidavit, and has personal knowledge of the matters therein stated.

In Testimony Whereof I have hereunto subscribed my name and affixed my notarial seal.

James B. Becker
Notary Public.

Baltimore

Md.

April 7th. 26.
Date _____, 192_____

(Street Address of Buyer)

(Town)

(State)

For Value Received, I, we, promise to pay to the order of Baltimore Acceptance, Corp.

(Dealer's Name Here)

Thirteen hundred and twenty-six00/100 Dollars (\$1326.00)

(Total balance to be paid)

in 15 monthly installments of \$ 88.40 each, the first to become due one month after date, balance of installments to be paid on even date of each ensuing month thereafter until paid at the office of Baltimore Acceptance Corporation Baltimore, Md. with interest AFTER MATURITY at the highest legal contract rate.

I, we, do hereby authorize, irrevocably, any attorney to appear for me, us, after maturity of the whole or any part hereof in any court of record in the United States, in term time or vacation, and to waive the issue and services of process and to confess a judgment against me, us, in favor of the payee or any subsequent holder hereof, for such amount as may appear to be unpaid hereon, and all other expenses including attorneys' fees incurred in collecting any amount owing hereunder, which we agree to pay, and to release all error and waive all right of appeal. I, we, hereby waive presentment, protest, notice of protest and all benefit of valuation, appraisement and exemption laws. This note becomes immediately due and payable (less any payments made hereon) in event of non-payment at maturity of any installment scheduled hereon.

Buyer affix
revenue stamp
2c for each
\$100.00 or
fraction
thereof

Signed Blanche M. Davis (SEAL)
(Buyer)

By 1047 Myrtle Ave.
(Owner, Officer or Firm Member)

No. 1188

WITHOUT RECOURSE

For value received, Pay to the order of

BALTIMORE ACCEPTANCE CORPORATION

Baltimore, Md.

Signed *Bohman Sales Co*
(Dealer)

By *P. H. Rees* (Seal)
(Officer, Firm Member or Owner)

X. C. [Signature]

BALTIMORE ACCEPTANCE CORPORATION, hereby assigns, sets over and transfers all of its right, title and interest in and to the accounts receivable and the warranty of the payment thereof mentioned in the within schedule of accounts or otherwise, to The Union Trust Company of Maryland in accordance with subject to and for all the purposes and trusts fully set out in the trust agreement existing between Baltimore Acceptance Corporation and The Union Trust Company of Maryland bearing date January 2nd, 1926.

SEERITS A. A.

BALTIMORE ACCEPTANCE CORPORATION

[Signature]

FILED JAN 26 1927

*Auto Accept
Corporation*

Plaintiff .

vs.

J. Stewart Davis

Defendant .

IN THE BALTIMORE CITY COURT.

No. Return Day, 1927

The Plaintiff moved for a judgment by default for want of
plea and affidavit of defense

James Thomas
Plaintiff's Attorney.

Filed *March 15-* 1927

C-113 $\frac{169}{60}$

No. 187 Feb R. D. 1927

Baltimore City Court.

Baltimore Acceptance
Corp.

vs.

J. Stewart Davis

215 N Paul St

WRIT OF SUMMONS

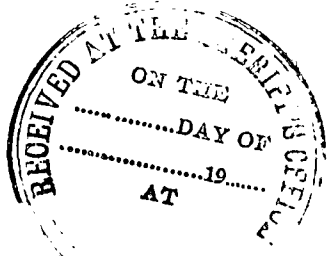
Cop 7 of Nar and Notice to plead
within to be served on defendant.

James Thomas
Attorney for Plaintiff

FILED FEB 18 1927

Filed day of 1927

3



Summoned and a copy of nar and notice to
plead left with the defendant
Duck
1/28/27
Resford
John B. Potter
Sheriff

WRIT OF SUMMONS

STATE OF MARYLAND

BALTIMORE CITY, to wit.

To the Sheriff of Baltimore City, Greeting:

You are commanded to summon.....

J. Stewart Davis

of Baltimore City, to appear before the Baltimore City Court, to be held at the Court House in the same city, on the second Monday of *Feb* next, to answer an action at the

suit of *Baltimore Acceptance Corporation*
a body corporate

and have you then and there, this writ.

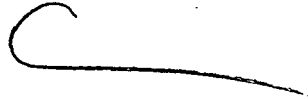
Witness the Honorable JAMES P. GORTER, Chief Judge of the Supreme Bench of Baltimore City, the *10* day of *Jan* 192

Issued the *26* day of *Jan* in the year 192
Geo. Carey Lindsay Clerk.

No. _____

R. D. 192

Order To Extend Judgment.



Filed _____ day of _____ 192

FILED MAR 15 1927

Batts Acceptance
Corporation

vs.

J. Steward Davis

R. D. 192

IN THE
BALTIMORE CITY COURT.

Judgment by Default.

192

Upon legal and satisfactory proof of the correctness and amount of the claim for which the above suit was brought, being produced to the court.

It is Ordered, this 15th day of March 1927, that the Judgment by default in this cause be extended for Three Hundred Seventy five dollars and forty three cents, (\$375.43), damages assessed by the Court and costs of suit.

Albert S. Brown

Ok
I have

*Qalts Accept
Corporation*

Plaintiff .

vs.

J. Stewart Davis

Defendant .

IN THE BALTIMORE CITY COURT.

No. Return Day, 1927

The Plaintiff moved for a judgment by default for want of
plea and affidavit of defense

James Thomas
Plaintiff's Attorney.

Filed *March 15* 1927