

State of Maryland

City of Baltimore

Sct.

I HEREBY CERTIFY, That on this 11<sup>th</sup> day of January 1916 before me, the Subscriber, Notary Public, by Letters Patent, under the Great Seal of the State of Maryland commissioned and duly qualified, residing in the City of Baltimore in the State aforesaid, personally appeared Marian C. Griffin, Adm<sup>r</sup> of Thomas J. Stanley (who being conscientiously scrupulous of taking an oath), did solemnly, sincerely and truly declare and affirm, on the five books of Moses, (he being an Israelite), that there is justly due and owing by Mary Waters

the Defendant in the within named case, to the Plaintiff on annexed promissory note (the cause of action in said cause,) the sum of One hundred & sixty-four dollars and fifty cents, (with interest from October 12<sup>th</sup> 1897 ) over and above all discounts, to the best of his knowledge and belief.

(NOTE-If the Plaintiff be absent from the State, or if the Plaintiff be a corporation, the following additional oath is necessary.)

And he further swears that he is the Agent of the said Plaintiff and duly authorized to make this affidavit, and has personal knowledge of the matters therein stated.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my Seal Notarial, the day and year aforesaid.

Truly Notarially, Notary Public



Commenced  
No. 8  
441.  
62  
45

Boys & Co. 818

IN THE  
Baltimore City Court.

Marian E. Griffin,  
Administratrix of the  
estate of Thos. J. Stanley  
Plaintiff

vs.

Mary Waters  
2303 McEldery St.

Defendant

MR. LINDSAY,  
Clerk of Baltimore City Court.

Issue in this case, and send copy of the declaration and notice with the writ to be served on the Defendant and make the writ returnable on the second Monday of February, 1916

J. Steward Davis  
Attorney for Plaintiff

Filed \_\_\_\_\_ day of \_\_\_\_\_ 191\_\_\_\_\_

FILED JAN 12 1916

3/32/33

In the Baltimore City Court.

City of Baltimore, to wit:

Marion Griffin, administrator of the estate of Thomas J. Stanley

by J. Steward Davis her Attorney sue Mary Waters of 2303 McElderry St, Baltimore, Maryland

- For money payable by the Defendant to the Plaintiff's decedent
1. For goods bargained and sold by the Plaintiff's decedent to the Defendant
2. And for work done and materials provided by the Plaintiff's decedent for the Defendant, at her request.
3. And for money lent by the Plaintiff's decedent to the Defendant
4. And for money paid by the Plaintiff's decedent for the Defendant, at her request.
5. And for money received by the Defendant for the use of the Plaintiff's decedent
6. And for money found to be due from the Defendant to the Plaintiff's decedent on accounts stated between them.
7. And for that the Defendant, on the 12th day of October 1897 by her promissory note now overdue, promised to pay to the Plaintiff's decedent \$166.50 twelve months after date, but did not pay the same.

that the said defendant died, within three years next before the suing out of the original writ of the said Plaintiff against the said defendant in this cause, undertakes and promise to pay the above mentioned note, by a payment of interest to the amount of \$2.00 two dollars to Thos. J. Stanley, deceased, said payt being made Mar. 15 - 1915

- 8. And for that one on the day of 19, by h promissory note now overdue, promised to pay the Defendant, or order, \$ after date; and the Defendant endorsed the same to the Plaintiff, and the said note was duly presented for payment, and was dishonored, whereof the Defendant had due notice, but did not pay the same.

- 9. And for that the Plaintiff, on the day of 19 by h bill of exchange now overdue, directed to the Defendant, required the Defendant to pay to the Plaintiff \$ days after date, and the Defendant accepted the said bill, but did not pay the same.

- 10. And for that the Defendant, on the day of 19 by h bill of exchange directed to required to pay Plaintiff \$ days after date, and the said bill was duly presented for acceptance, and was dishonored, of which the Defendant had due notice, but did not pay the same.

And the Plaintiff claims \$ One hundred and sixty four and 50/100 dollars (164.50) Howard Davis Attorney for Plaintiff

To the Defendant Mary Waters

Baltimore October 12<sup>th</sup> 1897  
Twelve months after Date We  
Promise to Pay to the order of  
Thomas James Stanley one Hundred  
and fifty seven dollars <sup>and</sup> fifty cents \$1.5750  
With Interest, 6 Per cent, Int — 9.00  
For value Received, Due \$1.6650  
Mrs Mary. E. <sup>Wife</sup> Waters  
mark

Oct. 12<sup>th</sup> 1897

No. 8

Feb. R. D. 1916

**Baltimore City Court.**

Marion Griffin  
Administratrix

vs.

Mary Waters

(2303 McElderry)

**WRIT OF SUMMONS**

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

Steward Davis  
Attorney for Plaintiff.

Filed 14 day of Febry 1916

*Summons and a Copy of Nar and Notice to Plead left with  
the defendant*

*(Waldman)*

*Shaw. P. M. Kelly*

*Shaw*

STATE OF MARYLAND

BALTIMORE CITY, To wit:

To the Sheriff of Baltimore City, Greeting:

You are commanded to summon.....

Mary Waters

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 February next, to answer an action at the

suit of Marion Griffin, Administratrix of the Estate of Thomas J Stanley

and have you then and there this writ.

Witness the Honorable MORRIS A. SOPER, Chief Judge of the Supreme Bench of Baltimore City, the 10 day of Jan, 1916

Issued the 12 day of Jan in the year 1916

Geo Carey Lindsey, Clerk.

No. 8

Feb RETURN DAY

**Baltimore City Court.**

Marion E. Griffin  
Admin

vs.

Mary Waters

MR. LINDSAY, Clerk:

File the within pleas, aff't of defence, and  
certificate of counsel.

*W. C. Fitzgerald*  
Defendant's Attorney.

Service of copy of pleas admitted.

*W. J. Davis*  
Plaintiff's Attorney.

Filed 25<sup>th</sup> day of Feb 1916

Marion E Griffin  
Admin of the Estate of  
Thomas J Stanley dec'd  
vs.  
Mary Waters

IN THE  
Baltimore City Court

Term, 191

And the said Mary Waters

the Defendant in this action, by Cornelius C Fitzgerald  
her attorney, says: For a first plea that she never was indebted as alleged; and for a second  
plea says: That she did not promise as alleged

Cornelius C Fitzgerald Attorney for Defendant

STATE OF MARYLAND, City of Baltimore, to wit:

On this 24th day of February, in the year nineteen hundred  
and sixteen before me, the subscriber, a Justice of the Peace of the State of Maryland, in  
and for Baltimore City, personally appeared Mary Waters

(one of) the above-named Defendant and made (affirmation)  
oath in due form of law, that every plea so pleaded by the Defendant is true, and she  
admit \$ Thirteen Dollars of the Plaintiff's claim to be due and owing, and  
\$ One hundred fifty one <sup>57</sup>/<sub>100</sub> Dollars as disputed; and further that she the affiant verily believes  
the Defendant will be able at the trial of the cause, to produce sufficient evidence to support the said  
pleas (as to the portion disputed) and that she is advised by counsel to file the said pleas.

John T Hardy  
Notary Public

I HEREBY CERTIFY, that I advise the Defendant making the above  
oath, (affirmation) and filing said pleas to do the same.

Cornelius C Fitzgerald Attorney for Defendant

And the Defendant elects to have this case tried before a Jury.

Cornelius C Fitzgerald Defendant Attorney.

~~Debate of~~ <sup>Entered</sup>  
Thos. Stanley  
Merrill E. Griffin Adm'r  
of Thos. J. Stanley

Mary Waters

Baltimore  
City Court

Order for Continu-  
ance

n.  
307

Dated 19th June 1916.



The Estate of Thomas Hawley } Du Bault  
vs. } City Court  
Mary Waters } No 307

- It is hereby agreed that the above  
stated case be continued to the  
September term

Howard Davis  
att for plaintiff.  
C. C. Johnson  
att for defendant