

NELLE MYERS HUNTER) IN THE SUPERIOR COURT
(
() OF
-vs- ()
()
GEORGE S. MOORE.) BALTIMORE CITY.

MR. JOHN E. POTEE,
Sheriff of Baltimore City.

Dear Sir:

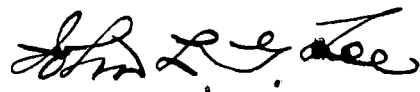
Please advertise for sale all the interest of the Defendant, George S. Moore, in the real estate levied by you in the above entitled case.

You have a description of the property and it will be sold subject to the ground rent of Seventy-Five Dollars (\$75) and also subject to two mortgages as follows:-

- 1 - a mortgage dated November 2nd, 1923 for Three Thousand Five Hundred Dollars (\$3,500) to the Howard Loan and Savings Association, recorded amongst the Land Records of Baltimore City in Liber S.C.L. No. 4099 folio 593
- 2 - A mortgage dated December 24th, 1926 to the Radio Building and Loan Association for Seven Hundred and Eighty Dollars (\$780), recorded amongst said Land Records in Liber S. C. L. No. 4679, folio 317.

The exact amount due on the two mortgages will be announced at the day of sale.

Please credit on the judgment in said case the sum of Thirty Dollars (\$30) paid by the Defendant.



Attorney for Plaintiff.

Also issue said Fierri Facias against

on Hudson Coach No. E 246737
License No. 79 086

all at 804 Harlem Avenue, Baltimore, Md.

John L. Lee

Attorney for Plaintiff.



*Improved by
3 Story Brick Dwelling*

May 5-1928

NELLE MYERS HUNTER)	IN THE SUPERIOR COURT
	(
-versus-)	OF
	(
GEORGE S. MOORE)	BALTIMORE CITY.

JOHN E. POTEE, ESQ.
SHERIFF of Baltimore City.

DEAR SIR:

Please issue Fierra Facias ordered in the above entitled
case against the following real estate:-

A SCHEDULE

Of the Goods, Chattels, Lands, Tenements, and Credits of

George J. Moore

seized and taken by virtue

of a writ of

*Fi Fa.
Superior Court*

issued out of the

and to the

Sheriff thereof, directed at the suit of

Stella Myers Hunter

and appraised by said Sheriff

and by us, the subscribers, who being first duly summoned and sworn for that purpose.

Given under our hands and seals, this

day of

May

192

8

All the right, title, interest and estate of the said

George J. Moore

in and to all that lot of ground

with the improvements thereon situate in the City of Baltimore and described as follows, Viz:

All that lot or parcel of ground lying on the north side of Harlem Avenue in the City of Baltimore described as follows:

BEGINNING for the same on the north side of Harlem Avenue at a point one hundred and ninety-one feet (191'), more or less, west of Myrtle Street, thence westerly fourteen feet (14'), more or less; thence northwesterly ninety-eight feet (98'), more or less; thence southeasterly twenty-one feet four inches (21' 4"), more or less; thence southerly eighty-two feet four inches (82' 4"), more or less, to the place of beginning; known as 804 Harlem Avenue;

Value \$4500 00

George L. Clement {SEAL}
Lehard Brownbart {SEAL}
Frank Meigler {SEAL}
John C. [unclear] {SEAL}

[Signature] Sheriff

The State of Maryland

To the Sheriff of Baltimore City, Greeting:

WHEREAS, at a sitting of the Superior Court of Baltimore City, begun and held at the Court House in the City of Baltimore, on the second Monday in *January* in the year of our Lord one thousand nine hundred and *27* ..
Nelle Myers Hunter

by judgment of the same Court, recovered against a certain
George S. Moore

as well as the sum of *One hundred and eighty-four* dollars and *eighty-eight* cents, for *her* damages, with interest from the *23rd* day of *January* 19 *27*, as the sum of *eleven* dollars and *70* cents for *her* costs and charges by *her* about *her* suit laid out and expended whereof the said *George S. Moore is*

convict, as it appears of record

THEREFORE, you are hereby commanded, that of the goods and chattels, lands and tenements of the said
George S. Moore

being in your bailiwick, you cause to be made levied the debt, costs and charges aforesaid, and have you those sums before the said Superior Court, to be held at the Court House in the City of Baltimore, on the second Monday of *May Inst;* ~~next~~, to render unto the said
Nelle Myers Hunter

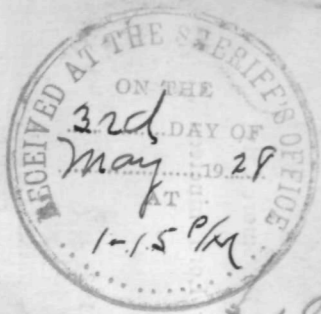
the damages, costs and charges aforesaid.

Hereof, fail not at your peril, and have you then and there this writ.

WITNESS, the Honorable JAMES P. GORTER, Chief Judge of the Supreme Bench of Baltimore City.

the *9th* day of *January*, in the year of our Lord nineteen hundred and *28*

Issued *3rd* day of *May*, 192 *8*
Stephen L. Kittle Clerk.



804 Hardem Ave

R. D. May No.
 Docket.....1927 P.126
 Page.....560
 No.....70 Su. Cl.

Debt 184.88
 Int to 5/3/28 14.22
 Pt Cost 11.70
 add cost 210.80
 6.40
 217.20
 9.52
 226.72
 Credit 30.00
 196.72

Satisfied & settled
 June 27/1928
 John Lee Lee
 Attorney

Adv 25.80

Nelle Myers Hunter

Box 2572

vs.

George S. Moore

R. E. Daulton N.B as to auto

Fi. Fa.

Debt.....\$ 184.88
 With interest from 23 day of
 Jan. 1927 and cost }
 Costs.....\$ 11.70
 Additional Costs.....\$ 70
 Additional Costs if land sold.....\$ 7.50
 Additional if settled or personal
 property taken.....\$ 25

addtl cost \$ 6.40

Bousal & Lee
 Attorney.

Filed..... day of 1928
 Sheriff's Costs - 9.52
 Paid 6/27/1928

Levied and appraised as per schedule herewith returned. Nulla bona as to the Auto-mobile.

Fees \$9.52 Paid

John E. Lute
 Sheriff

The property levied upon duly advertised for sale according to law, advertising discontinued and Fi. Fa. Settled and satisfied as per order of Plaintiffs Attorneys

John S. Lute
 Sheriff

John S. Lute
 Sheriff

Book No. 10 21512 51

NELLE MYERS HUNTER) IN THE SUPERIOR COURT
 (OF
) BALTIMORE CITY.
 —

-vs-

GEORGE S. MOORE

MR. CLERK:

 Please issue a Fieri Facias on the Judgment
recovered in the above entitled case.

Donald Lee

Attorney for Plaintiff.

1927. p. 560.

IN THE SUPERIOR COURT
OF
BALTIMORE CITY.

NELLE MYERS HUNTER

-vs-

GEORGE S. MOORE

ORDER FOR FI. FA.

2/2/28

MR. CLERK:

Please file.

Bonsal o Lee

Attorney for Plaintiff.

fd 3 May 1928

DEFENDANT'S / PRAYER.

The jury are instructed that if they find from the evidence that the plaintiff^{agent} was guilty of negligence which directly contributed to the happening of the accident mentioned in the evidence, the plaintiff is not entitled to recover and the verdict of the jury must be for the defendant.

Granted

DEFENDANT'S § PRAYER.

The jury are instructed that if they find from the evidence that the alleged accident was unavoidable, unmixed with negligence on the part of the defendant driving the automobile referred to in the evidence, then the verdict of the jury must be for the defendant, and by negligence is meant failure to exercise such reasonable care as reasonably prudent persons would have exercised under like circumstances.

Granted

DEFENDANT'S 3 PRAYER .

The jury are instructed that the burden of proof is upon the plaintiff to establish by a fair preponderance of affirmative testimony that the accident mentioned in the evidence was caused by the negligence on the part of the defendant and if the minds of the jury are left by the evidence in a state of even balance as to whether or not the defendant was negligent in the operation of said ^{automobile} ~~taxicab~~, the verdict of the jury must be for the defendant.

Granted

DEFENDANT'S PRAYER.

The jury are instructed that if they find from the evidence in this case, that the automobile of the defendant was being driven at a reasonable rate of speed, and with reasonable care. and if the jury shall further find that the plaintiff's agent drove her automobile so close to the defendant that when he saw an accident was about to happen, he could not arrest his automobile in its course, and under circumstances where with ordinary care on the part of the defendant, the automobile could not be brought to a pause early enough to prevent the accident, the defendant is not liable for the accident, and the verdict of the jury must be for the defendant.

Revised

Hunter

vs

Moore

Refused prayers

DEFENDANT'S PRAYER.

The defendant prays the Court to instruct the jury that even though they believe from the evidence that the defendant was guilty of negligence, yet if they shall further believe from the evidence that the plaintiff^{agent} was also guilty of negligence, and that the accident was directly caused partly by the defendant's negligence and partly by the negligence of the plaintiff^{agent}, then the verdict of the jury must be for the defendant, without regard to whose negligence was greater.

granted

Hunter

to

Moore

Granted prayers

DEFENDANT'S "B" PRAYER.

The jury are instructed that as it appears from the uncontradicted evidence in the case that negligence of the plaintiff directly contributed to the happening of the accident complained of, the plaintiff is not entitled to recover, and the verdict of the jury must be for the defendant.)

A handwritten signature in cursive script, appearing to read "Revised".

J. G. Lee Esq.
Piffly Atty.

JANUARY TERM, 1928

FIRST PANEL

Docket.....

Page.....

Page..... No. Trial Calendar

Superior Court of Baltimore City

Nelle Myers Hunter

vs.

George S. Moore

Jury Sworn..... *19 Jun*....., 1928

1 *Ira B. Eskridge* Foreman

~~ALLEN S. BARNES~~ 5300 Wendley Rd., Westgate.
Buyer, Luggage Department, O'Neill & Co., Inc.,
Charles and Lexington Sts.

~~PAUL T. JOHNSON~~ 5425 Belair Rd.
Supt., Canning Dep't., D. B. Foote & Co., Inc.,
2023 Aliceanna St.

~~LOUIS W. DOUGHERTY~~ 1123 Battery Ave.
Clerk, Chesapeake & Del. Steamship Co., Pier 5, Pratt St.

2 ~~HARRY E. SNOOK~~ 1704 Linden Ave.
Buyer, S. Dalsheimer & Bro., 229 W. Lexington St.

~~HANSON L. CREW~~, Real Estate, 1226 Bloomingdale Rd.

3 ~~FRANK C. WOLFE~~ 3505 Cedardale Rd.
Civil Engineer, 11 E. Lexington St.

~~SAMUEL STEWART HOOPER~~ 2827 Guilford Ave.
Auditor, Finance Service Co., American Bldg.

~~JACOB D. ROSENFELD~~ 2917 Chelsea Terrace.
Manufacturer, American Raincoat Co., 10 S. Hanover St.

~~GEORGE D. BALSTER~~ 3908 Liberty Heights Ave.
Merchant Tailor, 310 S. Broadway.

~~DANIEL O'DONOVAN~~ 2932 N. Calvert St.
Publisher, 221 Park Ave.

4 ISAAC HECHT, Retired..... 1819 N. Caroline St.

5 DOLPHIN ALSTON DAVIS..... 303 Thornhill Rd.
Engineer, Bell Concrete Construction Co., 802 E. Eager St.

6 JOHN K. BURGAN..... 6019 Chestnut Park Ave.
Vice-Pres., Borgan Lumber Co., 1106 American Bldg.

7 JOSEPH W. McGRAIN..... 3402 Edgewood Rd.
Clerk, B. & O. R. R.

8 HENRY G. ERCK..... 3707 Greenmount Ave.
Sales Promotion Mgr., American Hammered Piston Ring Co.,
Bush and Hamburg Sts.

9 CLAUDE V. HUGHES..... 1521 Poplar Grove St.
Ship Chandler, Vane Bros. Co., 604 E. Pratt St.

1 IRA B. ESKRIDGE..... 2921 Riggs Ave.
Mgr. Sea Food Dep't., J. M. Gressitt Co., Wholesale Fish Market.

10 CHARLES W. McKEWIN..... 2814 Harford Rd.
Supt., Rochester Home Bldg. Co., 36th and Frisby Sts.

11 J. GRAHAM BLACK..... 512 Orkney Rd.
Builder, Black and Rider, 602 E. 36th St.

12 RUFUS F. SMULLEN..... 4700 Harford Rd.
Clerk, Balto. & Va. Steamboat Co., Pier 4, Light St.

✓ JOHN C. SIEGLE, Builder..... 2324 Arunah Ave.

~~GERARD T. BURROUGHS~~ 108 Beechwood Ave.
Clerk, B. C. & A. Railway Co., Pier 1, Pratt St.

✓ RICHARD H. CROXTON..... 2722 N. Calvert St.
Sales Mgr., Jones Chevrolet Sales Co.,
Mt. Royal Ave. and McMechen St.

✓ ~~CHARLES E. BRANDT~~ 2929 Presbury St.
Manager, Chas. T. Brandt, 1220-26 Ridgely St.

✓ ~~GEO. B. CONKLIN~~, Storage..... 2604 Greenmount Ave.

Leonard S. Downum 1107 Barclay St
Clerk, R. L. Polk & Co.

Plaintiff

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Mr. Evans. Dept. Atty.

P. 184.88

JANUARY TERM, 1928

FIRST PANEL

Docket.....

Page.....

Page..... No. Trial Calendar

Superior Court of Baltimore City

Nelle Myers Hunter

vs.

George S. Moore

Jury Sworn *19 Jun*, 1928

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*Leonard G. Downin, 1107 Barclay St
Clerk, R. L. Polk & Co.*

NELLIE MEYERS HUNTER

IN THE SUPERIOR COURT

VS.

OF

GEORGE S. MOORE

BALTIMORE CITY

George S. Moore, by his attorneys, Davis and Evans, for a plea says, that he did not commit the wrong alleged.

Davis & Evans.
ATTORNEYS FOR DEFENDANT.

IN THE SUPERIOR COURT OF
BALTIMORE CITY.

NELLIE MYERS HUNTER

VS.

GEORGE S. MOORE.

*Defendant's
Plea*

MR. Clerk:-

Please file.

Davis & Evans
ATTORNEYS FOR DEFENDANT.

DAVIS & EVANS
ATTORNEYS AT LAW

FILED JUN 2 1927

(WRIT OF SUMMONS)

STATE OF MARYLAND,

BALTIMORE CITY, to wit:

TO THE SHERIFF OF BALTIMORE CITY, GREETING:

You are hereby commanded to summon.....

George S. Moore.....

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 of June next, to answer

an action at the suit of Nelle Myers Hunter.....

and have you then and there this writ.

Witness, the Honorable JAMES P. GORTER, Chief Judge of the Supreme Bench of Baltimore City,

the 9th day of May 1927

Issued 24th day of May 1927

Stephen Leitch, Clerk.

560/1927

P 561

You have been summoned to appear in Court on the Second Monday of June 1927. Personal attendance in Court on the day named is not required; but, unless within such number of days thereafter as the law limits, legal defense is made to the above mentioned suit, a judgment by default may be entered against you.

No. 228

Su. Ct.

Nelle Myers Hunter

vs.

George S. Moore

804 Harlem
ave

Writ of Summons

Copy of Nar, and Notice to Plead Within
to be served on Defendant.

Bonsal & Lee

Attorney

Filed

day of

JUN 13 1927

192

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*Summoned and a copy of Nar
and Notice to Plead left with the
Defendant Geo S Moore
Richy
5/26/27
John E. Potts
Sheriff*

RECEIVED
THE SHERIFFS OFFICE

MAY 24 1927 3 22 PM

NELLE MYERS HUNTER) IN THE SUPERIOR COURT
(
) OF
-vs- ()
()
GEORGE S. MOORE)
_____) BALTIMORE CITY.

STATE OF MARYLAND,

BALTIMORE CITY TO -WIT:

Nelle Myers Hunter by Bonsal and Lee, her attorneys,
sues George S. Moore,-

For that the Plaintiff is the owner of a Buick Sedan
automobile and the Defendant is the owner of a Ford automomobile,

And for that on May 1st, 1927 the Defendant so negligently and carelessly drove his Ford automobile on the public roads of Montgomery County, near Colesville in said County, that he ran into and collided with the automobile of the Plaintiff; that the Plaintiff's automobile was completely demolished and the said collision was due to the gross negligence and carelessness of the Defendant and not to any negligence on the part of the Plaintiff thereto contributing.

And therefore the Plaintiff claims One Thousand Dollars (\$1000) damages.

Bonsal & Lee

Attorneys for Plaintiff.

NELLE MYERS HUNTER,) IN THE SUPERIOR COURT
 (
) OF
 (
GEORGE S. MOORE)
 BALTIMORE CITY.

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

Bonson & Lee
Attorneys for Plaintiff.

228

560
1927

IN THE SUPERIOR COURT
OF
BALTIMORE CITY.

NELLE MYERS HUNTER

-vs-

GEORGE S. MOORE.

DECLARATION

BOX No. 2572

MR. CLERK:

Please file

Bonore & Lee

Attorneys for Plaintiff.

Ad 24 May 1927

2/25/8/13