

Warfield and Rohr Company  
(a Maryland Corporation)

vs.

Richard C. Gross.

In The  
Superior Court  
of Baltimore City

(Docket 1919 page 563)

Mr. Clark:-

Please enter credit in the above  
untitled case of (\$115.90) One hundred and  
fifteen and 90/100 dollars. \_\_\_\_\_

Raymond McQuinn  
attorney for Plaintiff.

2090

FILED JAN 9 - 1922

Warfield and Rohr Co.  
Inc.

Plaintiff

vs.

Richard B. Gross.

Defendant

DOCKET 1919 FOLIO 564

In the Superior Court of Baltimore City,

No. \_\_\_\_\_ *Sept 9* Return day, 191 *9*

The Plaintiff - move ~~s~~ - for judgment by default for want  
of ~~plea and~~ <sup>an</sup> affidavit of defence.

*C. Milton Dickerson*  
Plaintiff's Attorney

Before me, the subscriber, a Notary Public of the State of Maryland, appeared

*Raymond McDewall, agent of the*

Plaintiff herein and made affidavit to the following facts:

That *Richard B. Gross* Defendant herein, is not

in the Military Service of the United States of America and now is actually engaged in the business of *an*

*undertaker*, in Baltimore City, ~~MD~~ <sup>and</sup> now resides at \_\_\_\_\_

*1405 Mc Ederney* Street, and ~~is not actively engaged in any business.~~

In Testimony Whereof, I hereto set my hand and affix my Notarial Seal

this *24<sup>th</sup>* day of *Sept*, 191 *9*

*C. Milton Dickerson*  
Notary Public.

Filed *Sept 25<sup>th</sup>*, 1919

No.

Winfred Rohr  
Company  
B.

Richard C. Proso

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Affidavit as to  
Military Service

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Warfield Rohr  
Company

IN THE  
SUPERIOR COURT

OF

BALTIMORE CITY.

vs.  
Richard Gross

Judgment by Default Sept 25, 1919

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 25<sup>th</sup> day of September, 1919, that the

Judgment by default in this cause be extended for Four hundred and eleven Dollars and twenty cents (\$ 411<sup>20</sup> )

damages assessed by the Court and costs of suit.

Carroll T. Bond

No. ....

Marjorie Rohr  
Lee  
D

Richard Gross

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**ORDER TO EXTEND JUDGMENT.**

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SECRET

DEPARTMENT OF JUSTICE

Filed 25 day of Sept 1919

Warfield & Rohr Co  
a body, corporate.

In The Superior Court

vs.

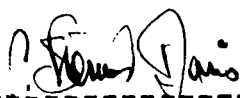
of


Richard C. Gross

Baltimore City

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To The Honorable, The Judge of Said Court:

The plea of Richard Gross, the defendant in the above stated action, by his attorney J. Steward Davis is first. That he never promised as alleged and for a second plea that he never was indebted as alleged

  
-----  
Attorney for defendant


  
-----  
defendant

State of Maryland  
Baltimore city

)  
)

To Wit.

I hereby certify that on this 22<sup>nd</sup> day of Sep. in the year of Our Lord, nineteen hundred and nineteen, before me the subscriber, a Notary Public; in and for the county of Baltimore, state aforesaid, personally appeared Richard Gross, the defendant in the foregoing action and made oath in due form of law that the matter contained therein was true to the best of his knowledge and belief.

  
-----  
Notary Public.

In Superior Court  
of  
Baltimore City

Worfield Behr Co  
a body corporate

vs  
Richard E. Goss

Answer to said

Mrs. Clark please file

? St. Jan

Service copy  
accounts  
Ed. Brennan  
Oct 12/1919

J. STEWARD DAVIS

ATTORNEY AT LAW

118 E. LEXINGTON STREET

BALTIMORE, MD.

Filed 23<sup>rd</sup> Sept 1919



(WRIT OF SUMMONS)

# STATE OF MARYLAND

BALTIMORE CITY, to wit.

TO THE SHERIFF OF BALTIMORE CITY, GREETING

You are hereby commanded to summon

**Richard C. Gross**

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 ~~August~~ **September** next, to answer an action  
at the suit of **Warfield & Rohr Company**  
**a corporation**

and have you then and there this writ

Witness, the Honorable MORRIS A SOPER, Chief Judge of the Supreme Bench of Baltimore City, the

**12th**

day of

**May**

191 **9**

Issued

**28th**

day of

**August**

191 **9**

*Steph C Little*

Clerk

You have been summoned to appear in Court the second Monday of Sept 1919. Personal attendance in Court on the day named is not required; but, unless within such number of days thereafter as the law limits, legal defence is made to the above mentioned suit, a judgment by default may be entered against you

No. 104

Su. Ct.

Warfield & Rohr Company

vs.

Richard C. Gross

9/3/19

Writ of Summons.

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

Edwin T. Dickerson

Attorney.

FILED SEP 10 1919 19

Filed

day of

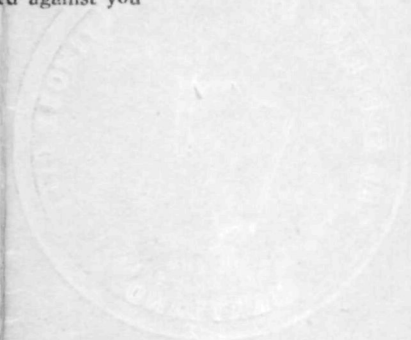
3

Summoned and a copy of Nar and Notice to Plead left with the defendant.

Thomas F. Murphy

Sherriff

(Mittelstein) 9/3/19



June 23, 1919.

BALTIMORE, \_\_\_\_\_ 19\_\_

Mr. Richard C. Gross,

1405 McElderry St.

TO **Marfield & Rohr Company, DR.**  
120 AND 122 HOPKINS PLACE.

TERMS: \_\_\_\_\_  
1918

		TO MDSE. AS PER STATEMENT RENDERED					
<del>XXXXXX</del>							
Oct. 8	1	6/3 White Coffin	#570	45	00		
	1	6/0 " "	#1164	24	00		
	1	6/3 Doe	#1164	22	00		
	2	Boxes		16	00		
	1	5/9 Ext. Handles	5303	6	50		
	1	Plate	#01320	1	00		
	2	Cap Lifts	#61		40		
	1/4 doz	Handles	#120	3	50		
	10	yds Lining	#801	5	00		
	10	" "	#5014	4	00		
	1	Gents Robe	#4183	3	75	131	15
Oct. 9	1	2/9	#164	8	00		
	3	yds Lining	#1685		90		
	1	Ornament	Mas.	1	40	10	30
Oct. 10	1	3/0 Coffin	#158			5	50
Oct. 12	1	3/0 White "	#1	7	25		
	1	5/3 "	#1 1/2	14	50		
	6	Thumbs	#68		25	22	00
Oct. 14	1	6/6 Coffin	#56X	22	00		
	1	Box XX		10	00	32	00
Oct. 15	1	4/0 Coffin	#756	17	50		
	1	Box		5	50		
	4	Handles	#284	2	50		
	1	Plate	#828R		25	25	75
Oct. 15	6	Handles	#501			3	50
Oct. 18	1/2 doz	Handles	#120	7	00		
	10	yds Lining	#4903	3	50	10	50
Oct. 18	1	5/9 Coffin	#1 1/2	14	50		
	1	6/0 " "	#1 1/2	14	50		
	3	6/0 Dark "	#0	28	50	57	50
Oct. 29	1	2/0 "	#4			5	00
Oct. 21	10	yds Lining	#2551	2	00		
	1/2 doz	Plates	#828		75		
	2	" Thumbs	#68		75	3	50
Oct. 21	1	5/9 Coffin	#0	9	50		
	1	6/0 " "	#0	9	50		
	1	gro. Studs	#47	1	50		
	1	" "	#26	1	50	22	00
Oct. 21	1	Ladies Robe	#122550	6	00		
	1	" Dress	#62313	14	00	20	00
Nov. 4	1	Gents Robe	#900	2	75		
	1	" "	#901	4	25		
	1	" "	#1297	5	00	12	00
Nov. 11	1	22-in. Lambskin		2	00		
	1/2 gro	Thumbs	#68	1	60	3	60
Nov. 25	1	5/9 Coffin	#3085	29	50		
	1	Box		8	00		
	1	Ornament	#2		40		
	1	Comb. P. & L.	#801	4	50	42	40
Nov. 27	1	3/0 Coffin	#158			4	50
		<b>Total</b>				<b>411</b>	<b>20</b>

# In the Superior Court of Baltimore City

*Wainfield & Rohr Company,* City of Baltimore, to wit  
*body corporate*

by *Edwin Beckwith, its*  
~~attorney~~ sue *Richard C. Gross*

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 *h<sup>10</sup>* request.
3. And for money lent by the Plaintiff to the Defendant .
4. And for money paid by the Plaintiff for the Defendant , at *h<sup>10</sup>* 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 the Defendant , on the \_\_\_\_\_ day of \_\_\_\_\_ 191\_\_\_\_~~  
by *h* promissory note, now overdue, promise to pay to the Plaintiff \$.....  
.....after date, but did not pay the same.

8. And for that one.....

on the.....day of.....191....., by *h* promissory note,  
now overdue, promised to pay to 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.....191.....  
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.....191.....  
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 \$ *600* *Edwin Beckwith* Attorney for Plaintiff .

To the Defendant, *Richard C. Gross*

Take Notice—That on the day of your appearance to this action in the Superior Court of Baltimore City you will be required to plead to said declaration in accordance with the Act of 1886, Chapter 184, or Judgment by default will be entered against you.

*Edwin Beckwith* Plaintiff's Attorney.

State of Maryland City of Baltimore Sect. 9  
I Hereby Certify, That on this 26th day of August 1919

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 Alva D. Deek, President of the Marfield & Rohr Company, Plaintiff in the above entitled case and made oath in due form of law, on the Holy Evangely of Almighty God, (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 said Corporation by Richard G. Gross

the Defendant in the within-named case, to the Plaintiff on annexed Spec account (the cause of action in said cause), the sum of Four hundred and eleven dollars and twenty cents, (with interest from.....) 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 President and 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.  
Raymond M. Duval  
Notary Public

You have been summoned to appear in Court the second Monday of 191..... 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. 104 563 1919  
IN THE  
SUPERIOR COURT OF BALTIMORE CITY  
Marfield & Rohr Co.

Plaintiff  
Richard G. Gross  
vs  
**BOX No. 2090**

Defendant

STEPHEN C. LITTLE, ESQ.,  
Clerk of the Superior Court of Baltimore City.

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 September 1919

Edwin Beckwith  
Attorney for Plaintiff  
Filed 28 day of Aug 1919