R. T. ALLISON,
F. A. PREVOST,
Clerk of the Superior Court
OF BALTIMORE CITY.

In Re
John G. Mitchell

28/61

In the Matter of

C. Mitchell

1882.

Subpœna Docket — Page

Supreme Bench

In the ~~Superior Court~~ of Baltimore City.

In Room of Court of Common Pleas

Term, 1882

Summon John A Robb, Jr, City Register, to bring with him the book containing the record of the transfer of City 5% stock by John G Mitchell, trustee of estate of Julia M Colburn in June 1879.

Also John B Lidy Jr, Henry B Loney, Justice McCaffray, Justice McCarley

Also James R Brewer, to bring with him Mitchells Bond as trustee in case of est of Julia M Colburn

to testify ~~for~~ for prosecution in re John G Mitchell

returnable on the 15th day of May 1882 at 10 o'clock A M, in room of Common Pleas

To the Sheriff of Baltimore City.

Francis A Pierrot
Clerk

N Stockbridge Counsel.

Supreme Bench

IN THE COURT OF COMMON PLEAS. Room

TERM, 1882

SUMMON, W Hollingsworth – Whyte & al

To testify for prosecution in re John G Mitchell

Returnable immediately

Issued, May 15th 1882 Francis A Prevost, *Clerk.*

In the matter of John G. Mitchell — traverse

Before the Supreme Bench of Baltimore City —

Mr. Allison. Please summon John A. Robb, City Register, to bring with him the Book containing the record of the transfer of City 5% Stock by John G. Mitchell Trustee of Estate Julia M. Colburn in June 1879 — returnable in room of Court of Common Pleas, Monday May 15. 1882 at 10 A. M.

Also for same time, John B. Tidy Jr., Henry B. Loney, Mr. Justice McCaffray, Mr. Justice McCauley. — & Jas. R. Brewer, to bring with him Mitchell's Bond as Trustee in case of Est. of Julia M. Colburn —

H. Stockbridge
Amicus Curiae —

In the matter of John G. Mitchell — transfer

Before the Supreme Bench of Baltimore City —

Mr. Allison. Pleas summon John A. Robb, City Register, to bring with him the Book containing the record of the transfer of City 5% Stock by John G. Mitchell Trustee of Estate of Julia M. Colburn in June 1879 — returnable in room of Court of Common Pleas, Monday May 15. 1882 at 10 a. m.

Also for same time, John B. Tidy Jr., Henry B. Loney, Mr. Justice McCaffray, Mr. Justice McCauley. — & Jas. R. Brewer to bring with him Mitchell's Bond as Trustee in case of Est. of Julia M. Colburn —

A. Stockbridge
Amicus Curiae —

In re -
John G Mitchell

Ft May 13/82

Subpœna Docket — Page

Supreme Bench

In the ~~Superior Court~~ of Baltimore City.

Room of Court of Common Pleas.

~~May~~ Term, 1882.

Summon John H Thomas, on Inquiry, Geo G Hooper, on
W H H Anderson, on Subpoena, Augustus W Colbourn, on
John J Wade on Inquiry, Wm A Wade on, Wm C Schley on
Jos F Grayherris 277 Baltimore Mrs S J S Grayherris on Inquiry
Mr Heuser on Subpoena, Mrs Delia Heuser on
D. G Carlisle on Subpoena

Moyaert
Baltimore
Subpoena
Mrs Delia Heuser
Mr Carlisle Est

For witnesses inquire of Geo G Hooper

to testify for Prosecution in re John G Mitchell

returnable on the 15th day of May 1882 in room of Court of Common Pleas.

To the Sheriff of Baltimore City.

Francis A Prevost

Clerk.

Counsel.

IN THE Supreme Bench COURT OF COMMON PLEAS. Room

Term, 18

SUMMON, John Johnson Jr. Atty

Butler

266 Myrtle Ave

To testify for Mitchell — in re Mitchell

Returnable immediately Tuesday, May 16th, at 10 A M

Issued, 18

Edward A. Pearson, *Clerk.*

Page ..... Summons Docket.

Murphy & Co., Printers & Stationers, 182 Baltimore street, Baltimore

In the ~~Superior Court~~ Supreme Bench of Baltimore City, In Court of Common Pleas Room

..... Term, 188

SUMMON } H K Gregg, on St Paul St
Mr Reardon, on St Paul & Lexington Sts

to testify for Mitchell — in re Mitchell

returnable the 16th day of May 1882, at 10 o'clock, A. M.

To the Sheriff of Baltimore City.

Francis A Prevost, Clerk.

Jno A. Robb
Jno B. Tidy
Justin McCarty
Jno R. Brewer
Jno H. Thomas
W. H. H. Anderson
Jno J. Wade — sum
J. G. Gryphon — sum
Mr Huser
S. S. Carlisle
Geo S. Hooper
A. M. Coltrum — sum
Wm C. Sehley
Mrs Gryphon
Mrs S. Huser
W. H. Whyte — sum
Wm A. Wade — sum
Justin McCarty
sum Dr R. Gregg
sum Mr Reardon
sum John Johnson
} for Mitchell

Witnesses in the
Mitchell case.
May 15th 16th, 1882.

In the matter of } In the Supreme
John S. Mitchell } Bench

This case is set down for hearing in the room of the Court of Common Pleas on Monday May 15th ~~16th~~ 1882

Geo Wm Brown

In re

John G Mitchell

Fd May 8, 1882

In re
John G. Mitchell } Before the Supreme Bench
of Baltimore City

Mr. Clerk

Summon
John H. Thomas Esq.
Geo. G. Hooper Esq.
W. H. H. Anderson Esq.
Augustus W. Colburn
John J. Wade Esq.
Wm. A. Wade Esq.
Wm. C. Schley Esq.
Jas. F. Fraylem 277 Madison st.
Mrs. S. J. S. Fraylem
Mr. Henson
Mrs. Delia Henson
D. G. Carlile

returnable Monday May 15th
to testify in the above case

E. O. Hinkley
Geo. C. Marmd
H. Stockbridge

Memo.
For the residences of any of the above inquire of George G. Hooper
E. O. Hinkley

In re

John G Mitchell

Filed May 8/82

In the Supreme Bench of Baltimore City.
March 20th, 1882.
Ordered that Edwd O Hinkley, Geo C Maund and Henry Stockbridge, Esquires, be and they are hereby requested to appear as amici curiæ

in re John G Mitchell ordered to show cause why his name should not be stricken from the roll of Attorneys.

Geo. Wm. Brown
Geo. W. Dobbin
R. O. Gilmor
Henry F. Garey

7th Mch 20, 1882.

To the Honorable, The Supreme Bench of Baltimore City: The answer of John G. Mitchell to the order thereof dated February 27th 1882, against him, respectfully shows and sets forth:

This respondent admits that he is a solicitor of the circuit court of Baltimore city, and, as trustee, took possession of the property as stated in the first charge or specification against him exhibited; and he further admits that a certain Dr. Augustus W. Colburn claimed a legacy of $3.000, under the last Will and Testament of Julia M. Colburn deceased, and that said Dr. Colburn instituted proceedings in the circuit Court of Baltimore city for the recovery thereof; that the claim to said legacy was resisted and argument and trial were had as stated in said first charge or specification. And the further allegation in said first charge touching and concerning the "compromise" therein spoken of, this respondent does not admit as therein stated; and as to the allegation of "fraudulent concealment" or imposition on the Court he respectfully and most positively denies and takes leave here to submit all the facts and circumstances attending and surrounding said transaction.

This respondent answering the specific charge of "fraud" avers and says, that after the argument of the cause of Dr. Colburn, the legatee, against John

G. Mitchell, this respondent, and before the Court had passed upon and determined the question in issue in said Cause Paul S. Colburn, personally, and Dr. Colburn, through his Counsel, John I. Wade and William A. Wade negotiated an agreement looking to a compromise of the matter of said legacy and reduced the same to writing and submitted it to the Court. (See the testimony of Dr. Colburn p. 12, ans. 6; Wm A. Wade from p. 19 to p. 26; and 209 to 211, and John I. Wade from p. 41 to p. 42.) The said agreement reads thus:

"Augustus N. Colburn
vs
John G. Mitchell, Trustee" } In the Circuit Court of Baltimore City.

"The parties by their solicitors having agreed, settled and adjusted all matters in controversy in relation to the three thousand dollar legacy claimed by Dr. A. N. Colburn, the complainant in this cause under the Will of Julia M. Colburn deceased do hereby assent to the passing of a decree by this Honorable Court in favor of paying the said legacy of three thousand dollars to the said Augustus N. Colburn by John G. Mitchell, Trustee, and they further assent to the passing of an order by this Honorable Court directing said Trustee to sell the water bond and any other property which may be necessary for the settlement of said legacy.

(signed)
Wade & Wade, Solicitors of Augustus W. Colburn,
John G. Mitchell, Trustee, Per Self, and
Paul S. Colburn, Cestui que trust.

On this agreement of Compromise Judge Gilmor passed the following decree, to wit.

"A. W. Colburn
vs.
John G. Mitchell, Trustee". } In the Circuit Court of Baltimore city.

"Upon the aforegoing agreement it is this 2nd day of June 1879, adjudged, ordered and decreed by the Court that the legacy of three thousand dollars named in the bill together with the interest thereon be paid to the Complainant; and it is further ordered that the trustee, John G. Mitchell, sell and dispose of the water bond and any other property in his hands as trustee, for the purpose of paying off the same and the costs of this proceeding as per terms agreed upon between the respective solicitors".

(Signed) "Robert Gilmor".

The agreement upon which this decree was passed was entered into by parties entirely competent to make a valid deed or contract, and it was upon the statements and representations therein contained that the decree was predicated.

The testimony of Judge Gilmor taken by the complainant it is prayed may be taken and received

as a part of this answer. (see P. 279, ans. 3. and P. 280.) And this respondent further answering avers and says that after passing the above named decree it was discovered that certain persons, to wit, Florence Trayhern, James F. Trayhern and Julia Hoiser, the possible expectants in remainder, had not been made parties to said compromise proceeding and thereupon an amended bill was exhibited against them, and their answers were duly filed admitting the facts stated in the bill and consenting to the decree as prayed. This supplementary proceeding necessitated the further action of the Court, and the following decree was passed by Judge Barry, to wit,

"Augustus N. Colburn vs. John L. Mitchell, Trustee and others". | In the Circuit Court of Baltimore City.

"The above cause standing ready for hearing and being submitted, the amended bill, answers and proof were read by the Court and considered".

"It is thereupon this 29th day of July 1879, by the Circuit Court of Baltimore City, adjudged, ordered and decreed that John L. Mitchell, Trustee of the estate of Julia M. Colburn deceased pay to Dr. A. N. Colburn the amount of his legacy under the will of the said Julia

M. Colburn, to wit, $3.000, with interest, And it is further ordered and decreed that said trustee sell at public or private sale, in his discretion and for the highest price the two lots of ground belonging to said estate situated on the East side of Carey street, South of Preston in the city of Baltimore, together with the tenements thereon, and on the payment of the purchase money the said trustee shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers his, her or their heirs the property and estate to him, her or them sold free, clear and discharged from all claim of the parties hereto, complainants and defendants, or those claiming by, from or under them or either of them. And it is further ordered and decreed that said trustee, John G. Mitchell, pay out of the proceeds of said sale what remains due on the said legacy of A. H. Colburn with the costs of this proceeding after the application of the $1800, 5 per cent water bond has been made to the payment of the same".

(Signed) "Henry H. Carey"

And this respondent further answering avers and says that according to the terms of said compromise agreement entered into by the parties —

M. Colburn, to wit, $3.000, with interest, And it is further ordered and decreed that said trustee sell at public or private sale, in his discretion, and for the highest price the two lots of ground belonging to said estate situated on the East side of Carey street, South of Preston in the city of Baltimore, together with the rents issuing therefrom, and on the payment of the purchase money, the said trustee shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers his, her or their heirs the property and estate to him, her or them sold free, clear and discharged from all claim of the parties hereto, complainants and defendants, or those claiming by, from or under them or either of them; And it is further ordered and decreed that said trustee, John G. Mitchell, pay out of the proceeds of said sale what remains due on the said legacy of A. M. Colburn with the costs of this proceeding after the application of the $1800, 5 per cent water bond has been made to the payment of the same"

(Signed) "Henry F. Garey"

And this respondent further answering avers and says that according to the terms of said compromise agreement entered into by the parties —

aforesaid it was mutually understood that $1100 of the said legacy were to be paid to Dr. Colburn, and the balance thereof was to be, and was, in fact, paid to Paul S. Colburn; this was, strictly, in accordance to and enjoined by the said agreement; and this respondent most emphatically denies all charge of "fraud, concealment and imposition" on the Court as set forth and alleged in said first specification.

2nd And this respondent further answering avers and says, as to the second charge or specification, that by the said decree of June 2nd 1879, passed on ~~the~~ and in pursuance of the said compromise agreement of the parties aforesaid, he, this respondent, was "ordered" and directed to pay the said legacy of $3.000, to Dr. Colburn, and having, with the assent and acquiescence of the said legatee, paid the sum of $1100, the same being received in full payment and satisfaction, as previously agreed, the said release was made and executed by Dr. Colburn; but without any thought or purpose of committing fraud on the Court, or misleading any one as the whole transaction was, simply, carrying out the wish and direction of ~~the~~ the parties interested.

3rd As to the third charge or specification this respondent says that under the sanction of the said decree of June 2nd 1879, predicated on the said compromise agreement, and in accordance

with the terms agreed upon by the parties interested he made return to the Court of the action, actually, had, in the premises, and although the transaction was in the name of Dr. Colburn, with his knowledge and consent, and with the concurrence and agreement of Paul S. Colburn, the proceeds, of the property sold, was divided between them as had been, previously, determined; that is to say, Paul S. Colburn receiving more than two-thirds (2/3) of the whole amount of said legacy, to wit $2260.

4th As to the 4th charge or specification this respondent avers and says that he was acting under the direction of the Court and, at the same time, carrying out the expressed wishes of both parties to said compromise agreement, and only disposed of a sufficient amount of property to perfect the settlement which they chiefly, and not this respondent, had agreed upon. The agreement was sanctioned by the Court and a sufficient amount of property was directed to be sold and this respondent was "ordered" to make payment to Dr. Colburn, which he did, in pursuance of the terms agreed upon by all parties concerned. By the charge of the 4th specification, it seems, the alleged fraud, so often repeated, consisted not so much in the failure to pay Dr. Colburn the full amount of the legacy claimed by him as that Paul S. Colburn should have received

a part of that sum, and this appears to be the grave offence complained of. The compromise, it is respectfully submitted, was highly favorable to Paul S. Colburn as he received two-thirds (2/3) of the claim in controversy.

In this whole business this respondent has done what he supposed to be, strictly, in accordance with the decree of the Court under which he acted and with no conceivable intention or purpose of doing wrong to any one or disregarding the mandate of the Court, based upon the agreement of the parties as hereinbefore stated.

Now to show to your Honors that this respondent has acted in good faith in this business he begs to invite your attention to the Auditor's accounts "B." and "C." By account "B." which is confined to the matter of the legacy exclusively, it appears that he has, not only, paid Paul S. Colburn the full balance of the $3360, after deducting therefrom the $1100 to pay and satisfy Dr. Colburn's claim, but he has, in fact and truth, over-paid said Paul S. Colburn to extent of $189 $\frac{84}{100}$, on account of the matter of said legacy; and on accounts "B." and "C." he has over-paid him $1.113 $\frac{47}{100}$, for all of which he holds the vouchers and the accredited receipts of Paul S. Colburn.

To the oft-repeated charges of "fraud, imposition

and concealment" contained in said specifications this respondent takes leave to place on record this, his indignant denial and begs to be hence dismissed. And as in duty bound &c.

John G Mitchell
Respondent

James A. Buchanan
A. H. Hobbs
W. A. Fisher
Counsel for Respondent

Answer of
John G. Mitchell
to the order of
The Supreme Court

Mr. Allison,
Please
file this answer
James A. Buchanan
A. H. Nobles
Wm A. Fisher

For Respondent

Filed March 11th, 1882.

In the matter of John G. Mitchell
before the Supreme Bench of Baltimore
City. Order to show cause why the
said Mitchell should not be disbarred
for the reasons alleged in said Order filed
1st day of March 1882.

Said matter have been heard and
considered, It is therefore this 24th
day of May 1882, Ordered by the Court
that the rule to show cause in this case
be and the same is hereby discharged.

Henry F. Garey
C. N. Pinkney
Rob't Gilmor

I dissent from the above order
Geo. Wm. Brown.

In re 178 20-61 1882

John G. Mitchell

~~Petitioner~~.

Before the Supreme Bench

Order.

7th May 24. 1882.

Ordered by the Supreme Bench of Baltimore City, this 27th day of February 1882, that a rule be and the same is hereby laid on John G. Mitchell, requiring him, on or before the 11th day of March 1882, to answer the charge hereinafter contained, and to show cause why by reason of the matters therein stated and alleged, his name should not be stricken from the roll of attorneys of the Supreme Bench and of all the other Courts of Baltimore City; Provided a copy of this order be served on the said Mitchell on or before the 4th of March 1882.

It is That the said John G. Mitchell, being a solicitor of the Circuit Court of Baltimore City, and having heretofore by said Court appointed Trustee to take charge of and administer certain property, in trust to pay the income thereof to a certain Paul A. Calderon

during his life, and as to the principal thereof, after the death of said Paul, in trust for certain remainder men mentioned in the will of Julia M. Colburn, and having assumed to perform and fulfill the duties of said trust, and having as such Trustee the management of certain property, to wit two ground rents, of sixty dollars per annum, each, issuing, respectively, out of two lots of ground in the City of Baltimore, on Caney Street, and also certain Bonds issued by the City of Baltimore, of the par value of eighteen hundred dollars; And a certain Augustus W. Colburn claiming to be entitled to a legacy of three thousand dollars and interest thereon under the said will of Julia M. Colburn, payable by the said John G. Mitchell out of the said trust property under his charge as aforesaid, and the said Augustus W. Colburn having filed in the Circuit Court of Baltimore City a bill against the said John G. Mitchell and others for the enforcement of his aforesaid claim to said legacy and interest, and the said John G. Mitchell having resisted said claim and answered said bill, and having afterwards agreed, by way of compromise

with the said Augustus W. Colburn, that he, the said Augustus W. Colburn, should be paid the sum of eleven hundred dollars, in full satisfaction of the aforesaid claim for three thousand dollars and interest; the said John G. Mitchell, nevertheless, fraudulently and in violation of the trusts reposed in him as aforesaid, agreed to the passage of a decree by the said Circuit Court of Baltimore City, against himself as trustee, in favor of said Augustus W. Colburn for the sum of thirty three hundred and sixty dollars, and induced the said Court to pass a decree against him as such Trustee in favor of said Augustus W. Colburn for the said sum of thirty three hundred and sixty dollars, fraudulently concealing from the said Court the fact that the compromise hereinbefore stated had been made and agreed on between him and the said Augustus W. Colburn, and that the said Augustus W. Colburn by the terms of said compromise was not entitled to any more than the sum of eleven hundred dollars.

Second That after the occurrence of the matters and things hereinbefore stated

the said John G. Mitchell paid to the said Augustus W. Colburn eleven hundred dollars, in full satisfaction and discharge of the claim of the said Augustus W. Colburn to the legacy aforesaid, and the said Augustus W. Colburn executed and delivered to the said Mitchell his release therefor, reciting in said release as the consideration thereof the payment to him the said Augustus W. Colburn of the sum of thirty three hundred and sixty dollars, and after the said payment had been made and the said release executed and delivered, the said John G. Mitchell fraudulently obtained from the said Circuit Court of Baltimore City a decree authorizing him to sell said ground rents and bonds for the payment of the said decree of thirty three hundred and sixty dollars, and did sell said property under said decree.

Third, That after the occurrence of the matters and things hereinbefore stated, the said John G. Mitchell fraudulently, falsely and under oath, reported to said Circuit Court of Baltimore City that he had paid to the said Augustus W. Colburn thirty three hundred and sixty dollars

when in point of fact he had paid him only eleven hundred dollars,

Fourth That after the said fraudulent and corrupt agreement, the said Mitchell, combining with the solicitors of the said Augustus W. Colburn, gave the said suit of Augustus W. Colburn the false appearance of a suit whereby the said Augustus W. Colburn had, in fact, recovered by the opinion and decree of the Judge then presiding in said Circuit Court, the full sum of thirty three hundred and sixty dollars, and testified on oath as a witness in said cause that the said decree had been so obtained, and that in order to pay the same it was necessary to sell the said City of Baltimore Water Stock and the said two ground rents, that the said Water Stock was insufficient to pay the said legacy and debt except the said two ground rents he as trustee, had no other property with which to pay said legacy, which said testimony was false and fraudulent and was so known to be by the said Mitchell.

Geo. Wm. Brown A.S.

Henry T. Garey A.S. Rob. C. Gibson A.S.

Order of Sup Bench
upon John G Mitchell
to show cause &c.

Service of copy admitted —
This 2nd March 1882 —
John G Mitchell

Filed March 1st, 1882.