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 Henry Waldorf 705 South B'way.  
 Geo Wmear 707 " "  
 Sam Norman 707 S Broadway  
 Benjamin Greenbaum 625 S Broadway  
 Isaac Whitehill 607 S Broadway  
 W H Slay 605 S Broadway  
 I Rosenstein + Sons 529+525 S. Broadway.  
 Nathan Samur 433 S. Bway.  
 James J. Massey 228 W. Pratt St  
 John Barron 228 W. Pratt St  
 Geo Schlaffer Mgr National Brewery.  
 Chas Schlaffer Mgr Gunther Brewery  
 William Cowan 25 N. Broadway  
 James B. Vail 1335 Block St  
 Ernest Schorer Lumber Merchant  
 920 Fred Ave  
 J. Fred. Wisner Highland town  
 920 Fredrick Ave  
 Jos. J. Steinacker Lumber Merchant  
 A. Dietrich 854 Fredk. Ave.  
 J. C. Henderson - Spedden Ship Building Co.  
 Edward McIntyre " " " "  
 N. B. Wolford Sate carum rows  
 W. J. S. Spedden Supply Co  
 L. W. Fred. Kemp Wagon builder 319 Biding Ave.  
 Vernon J. Cuddy Sails maving Bway

In re  
Augustin J. Quinn  
and  
Charles Winternitz

Opinion of Court

Filed 29<sup>th</sup> May, 1901

are substantially sustained by the proof to such an extent as to require his disbarment, and an order will accordingly be passed to strike off the name of the said Charles Winternitz from the roll of attorneys-at-law of Baltimore City.

The case of Augustin J. Quinn is one of more difficulty. It has been seen that his communications to Harbaugh over the wires misled that individual, and laid a foundation for the fraud afterwards perpetrated by Winternitz. There is an absence of proof that Quinn had direct participation in, or knowledge of, the various devices which composed that fraud, at the time when they were severally enacted, yet as the partner of Winternitz he shared in the illgotten gains of those devices, and retained the same after he must have had full knowledge thereof, and still retains them and by his answer herein endeavors to maintain his right so to do. By this series of acts he has thus ratified and adopted the fraudulent acts of his partner Winternitz, and so made himself in legal contemplation equally liable with his partner.

But although in contemplation of law equally responsible with his partner, there is a marked difference in the degree of moral delinquency, which should be seen reflected in the degree of punishment. Morally Winternitz was much more culpable than Quinn. Winternitz was the active, managing partner, without whose personal agency, so far as the evidence goes no fraud would have been perpetrated. The misleading effect of Quinn's telegraphing and telephoning would have amounted to nothing unless followed up by the devices of his partner. *as has been said* Of those devices there is *at the time* no proof that Quinn had actual knowledge, ~~what ever conclusions may~~



The attorneys <sup>now</sup> before the Court are partners, but they have severed in their defences, <sup>and</sup> their cases are not identical, <sup>must</sup> be severally adjudicated.

To a great extent the condemnation of Charles Winternitz has been gathered from his own testimony. There is no more painful ~~fixxxx~~ symptom of his unfitness for the profession than the placid unconcern, ~~the~~ complacent incapacity to realize their significance, with which we heard him make the most damaging admissions. His false representations to Harbaugh, in connection with the Jubb letters, that his partner had done professional work for Harbaugh's deceased brother in Baltimore, is perhaps the most striking illustration. It is certainly the one that caused the most astonishment.

Throughout the whole of his self-inculcating testimony there is not the slightest indication that he regarded such small matters as systematic concealment of material facts and the exhibition of a series of shams and false pretences, in order to get business, entrap a client and make a fee, as anything at all out of the ~~xxx~~ regular line of practice. We do not know what he really believes, but he has acted as if he believed that the unfounded popular prejudice against the profession as a profession of untruth and craft, truly expressed its real spirit and mission.

With the exception already noted of the second specification, we have no difficulty in finding that the charges <sup>8</sup> preferred by the Orphans' Court, as against the said Charles Winternitz

can be expected of Bar Associations in the direction indicated, besides their moral weight and influence, is the aid they can render in such investigations as the present, and in starting such investigations when cases are brought to their attention.

The profession must look to the Courts to preserve unsullied the integrity and repute of the bar and to prevent it from losing the confidence of the public. The public looks to the Courts for protection against the crafty schemes of unscrupulous and mercenary practitioners.

Painful, oppressively painful, is the responsibility that weighs ~~rests~~ upon a Court charged with an investigation like this. No Court can approach such a duty without a solemn sense of what it means to a lawyer to be placed on trial for his reputation and his means of life.. Nor should he be deprived of either upon trivial charges or doubtful proof. The charges should be serious enough to involve a substantial breach of the admission oath. The proof should be plain enough to satisfy, not only the mind of the Court, but the conscience and intelligence of the bar and the public.

On the other hand there should be no timid flinching from a painful duty, when the duty appears imperative. No Court of Justice can allow its judgment to be swayed from its bearings by sympathy or perverted by any personal considerations.

It is useless to deny that there is a popular prejudice against the profession. We frequently hear slurs and sneers directed against it, as if it were a profession of craft, of trick, of artifice, of dissimulation, in short, of untruth.

This prejudice is but the common fallacy of hasty generalization, founded upon exceptional cases, which often happen to be the cases most conspicuously in evidence. By the great body of the profession, by the immense majority of lawyers, the principles of truth, honor, sincerity, candor, fidelity to engagements, loyalty to clients, these virtues are held sacred. They are the cherished traditions of the profession.

We find of late years a marked tendency to demoralize the profession, and to lower its tone. We find the factors of degeneracy in a crowded bar, intense competition within, and an unfair competition from without. To counteract these tendencies the wholesome influence of Bar Associations, national, state and local, is constantly directed.

But the influence of ~~the~~ Bar Associations is necessarily limited. They can hardly be expected to amount to much as a disciplinary or coercive agency, for the very obvious reason that the names of those most likely to be ~~the~~ candidates for expulsion are seldom or never to be found on their rolls, and over such cases their jurisdiction does not extend. The most that

Shortly after, came Harbaugh's petition against Quinn and Winternitz and others, in the Orphans' Court, with the result already stated, including the institution of this present proceeding, upon charges preferred by the Orphans' Court.

Every attorney before admission to practice, pledges himself by \* solemn oath or affirmation to demean himself at all times "fairly and honorably as an attorney and practitioner at law".

(Md. Code, Art. 10, Sec. 10)

Upon taking this oath, an attorney becomes an officer of the Court, and is invested with high privileges and responsibilities, which distinguish the profession of law from all other pursuits. He is accredited to the public as in every way worthy of confidence, and the subjects of that confidence are ~~the~~ lives, liberties, reputations and ~~finances~~ fortunes. He is entrusted with individual and family secrets. He is allowed freedom of access to all Court Records and papers. He is appointed to fiduciary positions, and handles other people's money. As an advocate he is privileged with almost unbounded liberty of speech and license of questioning. There are frequent occasions for suggestions or representations of fact to the Court, and it would be intolerable if Courts should find themselves surrounded by lawyers whose personal assurances could not be ~~implicitly~~ trusted. The law is a profession of great opportunities and great temptations.

traced  
been ~~known~~ by the administrator, who already had the necessary  
information.

For services such as those described we find these attorneys claiming and retaining an amount that would be deemed a liberal compensation to leaders of the bar who had secured a precarious claim by the exercise of the highest professional skill and learning, through a long course of arduous and doubtful litigation.

Sooner or later Harbaugh must have discovered that he had been duped and victimized. Some days after his return he wrote a complaining letter, and on the 2nd. of August an indignant reply was sent by Winternitz in the name of the firm, which concludes as follows;

tract  
"As far as our ~~contract~~ is concerned we do not intend to deviate from it one iota. You are old enough to know that when you sign an agreement you are expected to live up to it. The object in getting you to sign such a contract was for the purpose of holding you of which we intend to do. All we want to know from you is whether you desire to repudiate your contract for if you do we will then know what steps to take to compel you to abide by its terms. You are at liberty to make any investigation you desire as we have nothing to fear, for what we did was strictly according to agreement."

the expense of keeping Harbaugh in Baltimore.

It will be found upon examination that the actual professional work done amounts to about this; the drawing of a power of attorney, and its execution before a Notary; the drawing of a contract for fees; a negotiation with the administrator resulting in a "quick settlement"; certain uncontested proceedings incidental to the settlement, and lastly, the handling of the money.

Even if this work had been done in the interest of Harbaugh and for his benefit, it was conspicuously insignificant when compared with the enormous compensation received. But all this work was done ~~for~~<sup>in</sup> the interest and for the benefit of the attorneys, and was hostile to the interest of the client. The "quick settlement" was manifestly for their interest, since it put them at once into possession of the money, before the client could discover the fraud that had been practiced upon him. For the same reason the "quick settlement" was hostile to the client, and also because of the unnecessary expense which would have been avoided by simply awaiting the statutory period.

It was through no diligence or effort of the attorneys that the money was discovered. On the contrary the discovery had been made for ~~two~~<sup>several</sup> days, before, as they claim, they knew anything about it.

Neither was it to them that Harbaugh was indebted for his own discovery. Had the Jubb letters never been found, and had these attorneys never heard of the case, Harbaugh would have

All the details of the settlement were managed by Mr. Winternitz, Mr. Quinn taking no active part. Some of these incidents may be passed over, as unimportant in the present connection. When the actual distribution came to be made, it was found that \$9,200. was the amount payable to Quinn and Winternitz, as attorneys for Harbaugh. Winternitz requested the amount to be divided into two checks, and he was accordingly handed one check for \$8700. and one for \$500.. His client knew of the \$8700. check, but was not informed of the other. The explanation given by Mr. Winternitz is, that he retained that \$500. check to secure the interest of Quinn and Winternitz in the unsettled residuum of the estate, viz; the leasehold property, but no such explanation was given to his client, who received no written or unwritten acknowledgment that there was anything further to come to him out of that part of his brother's estate for which he had executed a release.

While an attorney is bound at all times to be perfectly truthful and candid, especially towards his client, there is no occasion upon which such candor is more especially necessary than when he reaches the final and important stage of the business in paying the client the money that belongs to him, or in accounting for its retention.

In addition to the \$500. thus retained and not accounted for to the client, Quinn and Winternitz claim and retain under the contract one half his distributive share, amounting to \$4350., and in addition \$300 for the expense of the Illinois trip, including-

gotiations followed, as to the terms upon which the administrator would consent to assume that risk. The terms proposed by Dr. Jones were finally accepted. He was to receive \$1,000, and his counsel was to have a fee of ~~\$1000~~ \$500.(p.160-162) Upon filing his inventory the Administrator had given an additional bond in the sum of \$22,000. The consent of his surety, the American Bonding Company to the arrangement was obtained without difficulty, and the settlement was made.

Mr. Winternitz did not inform his client of the Administrator's willingness to "step down and out", but on the contrary made Harbaugh believe that there would have to be a "fight" to get him out, and that Harbaugh would have to stay in Baltimore an indefinite time until the result was determined. (p.30,263,264, 265, 267, 276) This fear so worked upon Harbaugh's mind, in connection with the condition of his family and his business at home, that his acquiescence in the "quick settlement" and the additional expense it involved, was obtained with little difficulty.

While this negotiation was pending according to Harbaugh's testimony, Mr. Winternitz spoke to him about the likelihood of a will turning up, and asked if he would be willing to take \$3500. for his share of the estate, to which Harbaugh says he replied, "If there is a will, let it turn up". (p.30,31) Winternitz does not have his attention called to this piece of testimony upon his examination in chief, and upon cross-examination he does not deny it, but says he merely "threw it out as a suggestion". (p.302)

"at arms length" of which much is said in the answers of the respondents, as well as in argument, is here superseded by a question of common honesty, as between man and man. As already seen ~~this~~ <sup>this</sup> is not a question of a solicitor taking an undue advantage of a client's confidence, after having secured that confidence by worthy means. It is simply a question of a tricky, outside attorney, fraudulently capturing a client and ensnaring his confidence by false pretences. The question plainly is not of constructive, but of actual fraud.

Shortly after the execution of the contract Messrs. Winternitz and McGraw returned to Baltimore, bringing Harbaugh with them. Here, matters were so expeditiously arranged that on the 17th. July a "quick settlement" of the \$11,387.97 was effected, Harbaugh executing a release to the administrator for that amount, and receiving in full of his distributive share therefor the sum of \$4050, while Messrs. Quinn & Winternitz, under the aforesaid contract claimed and retained the sum of \$5150, as already mentioned.

The proposition for this "quick settlement" came from Mr. Winternitz. He had first intimated to the Administrator a wish to be associated, either himself or his partner, in the administration. This Dr. Jones declined, but indicated his willingness to "step down and out". Winternitz then said they did not want that, "they wanted a quick settlement of the estate".

Reference was then made by counsel for the Administrator to the risk that would be ~~un~~assumed by a premature settlement, and ne

circumstance of deception had been artfully introduced to confirm it. The misleading tenor of the preliminary correspondence, and the misleading presence of the appraiser, had been re-inforced by the misleading exhibition of the Jubb letters. By the time his signature was asked to the contract, Harbaugh had been made to believe the fiction that Quinn had been counsel for his deceased brother, that Quinn and Winternitz were ~~legitimately connected with~~ <sup>legitimate counsel</sup> to the settlement of his estate, and that Winternitz was there with the approbation of the Orphans' Court of Baltimore City, as testified by the official presence of their duly authorized appraiser.

It will thus be seen that the question here is not merely a question of constructive fraud. This is not a transaction, ~~xxx-xxx~~ between a legitimately retained solicitor and his client, where the question <sup>is</sup> of an unfair advantage taken of the legitimate relation. This is the case of a mere interloper, a pragmatistical intruder, artfully concealing his real character by disguises and tricks of various kinds, and successfully imposing himself upon an intended dupe behind the mask of simulated authority. In that assumed and fictitious character he succeeds first in obtaining the power of attorney. By the same fraudulent means, aggravated by another deceptive artifice, accompanied by a downright misrepresentation, he finally obtains the contract. Had Winternitz told the truth, he would have obtained neither.

It thus appears quite plain that the question of dealing

\$3000, the maximum limit fixed by the penalty of the administration bond. The rate of compensation being measured upon this basis, the amount of the estate was the one ~~prevalent~~ <sup>fundamental</sup> fact, essential to the contract. If the real amount of the estate should afterwards be discovered to vary materially from this basis, it would be disclosed that the contract had been made under a mistake of fact, and the mistake being fundamental, that is to say, a mistake in matter of substance, and not in matter of form or expression, the party injured by the mistake would be in a position to claim the cancellation or <sup>s</sup>re<sub>^</sub>cession of the contract, upon equitable terms.

Leaving the question of mistake we are now reluctantly compelled to consider the <sup>r</sup>graver question of fraud.

We pass by as comparatively unimportant, the gratuitous suggestions of imaginary dangers artfully held out by Mr. Winternitz during the negotiations, to excite Harbaugh's fears, and belittle his interest, culminating in the threat "probably you won't get a cent" (p.249) and will briefly refer to the more serious circumstances which indicate, in the case of the contract, as in the case already considered of the power of attorney, actual deceit and imposition.

For it is quite apparent that when Harbaugh's signature was obtained to this contract, he was still under the same delusion as that which has been seen influencing him to sign the power of attorney. Nothing whatever had been said in the meantime to correct that impression. Instead of that an additional

time suggested of the estate being increased to \$2000 or \$2500. the suggestion does not appear to have been made in any such way as to impress Harbaugh with the idea that the estate was at all likely to exceed \$1500.

Not a hint or suggestion is made to Harbaugh at any time of the possible discovery of any such sum as \$11,000., or any substantial fraction of it. There could have been no such suggestion since Winternitz expressly says that when he left Baltimore he had no reason to even suspect that the estate at that time amounted to as much as \$3,000. (p.239)

If Winternitz had no such idea in his own mind, it is certain that he would have imparted no such idea to Harbaugh, and the wildly extravagant suggestion which Winternitz now says he threw out during the course of the bargaining - "As far as I know your brother might have left a \$100,000" (p.252) can not be seriously claimed as having had the effect of removing or even of impairing, the fixed impression of the limited amount of the estate which had been made on Harbaugh's mind by the repeated assurances of Winternitz, and confirmed by the detailed statements of appraiser McGraw, which came to Harbaugh, as has been seen, with all the apparent weight of official authority.

Upon all the evidence, we have no difficulty whatever in finding, as matter of fact, that the parties to this contract dealt with each other upon the clear understanding of an estate varying in amount between \$1276., the amount of appraisement and

point, which will be found superseded by the larger question of actual fraud.

Looking outside the paper we have the fundamental fact that the basis alike of the negotiations and the contract was the representation made to Harbaugh of the approximate amount of the estate, since it was upon this ~~point~~<sup>amount</sup> that the rate of compensation was measured.

This amount was a variable quantity, it is true, but variable only within certain ~~figures~~ fixed and narrow limits. The amount of the administration bond, \$3,000. was repeatedly referred to, both by Winternitz and McGraw, as fixing those limits. The largest sum named by either of them as a possible maximum was \$2,500.

Upon his cross-examination Harbaugh testifies as follows; "When I made the contract with Winternitz I understood it to be upon the basis of the estate not to exceed \$2000 or \$2500. and afterwards it turned out to be more than that. I would never have made the contract that way if I had know<sup>ed</sup> it was more than that". (p.121)

There is nothing to contradict this in the testimony, and it is sustained by all the probabilities of the case. Mr. Winternitz himself, in his account of the bargaining, quotes Har-  
baugh as telling him Winternitz, that time, just before the signing of the paper, "that the estate only consisted of the two houses and some personal property amounting to some \$1500."

(p.249) Notwithstanding the vague possibility before that

should have put this suggestion upon McGraw rather than directly upon Winternitz.

To show the shuffling and evasive manner in which Mr. McGraw undertakes to contradict Harbaugh on this point, would overload this opinion with a page and a half of rambling and vague irrelevancies, and would be an idle waste of time and space.

We have by this time penetrated far enough into the inwardness of this case to find that the very presence of McGraw upon the scene as he showed himself to Harbaugh in his official character of Appraiser of the Baltimore Orphans' Court, was one of a series of shams, and that the whole attitude of McGraw towards Harbaugh at Springfield is stamped with insincerity.

It is not at all necessary to canvass in detail this mass of conflicting, and much of it suspicious, testimony, since we have the written paper which speaks for itself, and in connection with it we have decisive facts, established beyond the reach of successful controversy.

This instrument on its face purports to be an agreement for compensation "for professional services rendered and to be rendered and for locating me." As the paper itself refers to the professional relations as already established, the transaction was one between attorney and client, and was made subject to the principles which govern that relation. Any abuse of confidence or unfair advantage taken by the attorney would present a case of constructive fraud. We do not find it necessary to dwell on this

"Leland Hotel,  
Noble B. Wiggins,  
Proprietor.

Springfield, July 11, 1900.

I hereby agree to pay Augustin J. Quinn and Charles Winternitz, trading as Quinn and Winternitz, for professional services rendered and to be rendered and for locating me, fifteen per cent of the proceeds realized from two pieces of leasehold property in the City of Baltimore which belonged to my deceased brother, Charles Leonard W. Harbaugh, who died intestate or testate and of which I am heir. And in addition I agree to pay them one-half of whatever money, stocks, bonds, or other property my said brother may have left and of which I am entitled to according to law Provided the said money, stocks, bonds and other property amounts to at least five hundred dollars and in case it does not amount to that much then they are only to receive fifteen per cent what is coming to me, including expenses for making the trip to Illinois and whatever sum or sums they may expend in my behalf for railroad fare, board and money advanced me whilst in Baltimore, Maryland. And I direct the administrator or executor of my deceased brother whoever he or they may be to pay to the said Quinn and Winternitz the amounts and percentage above specified when distribution is made.

Witness my hand and seal this 11th. day of July, 1900.

Edward McC. Harbaugh (SEAL)"

Witnessed by George H. Buck.

As to the negotiations that led up to the execution of this remarkable paper there is hopeless conflict of testimony. Winternitz would have us believe the improbable story that its very singular terms were imposed upon him by Harbaugh, and were reluctantly consented to by Winternitz as a great concession from his first demand of one half the entire estate (p. 249-252) We have already had occasion to see how far the statements of this gentleman are entitled to implicit confidence.

Harbaugh, with more probability, testifies that the suggestion came from McGraw, and was acquiesced in by himself. If Harbaugh was intending to deceive, there seems no reason why he

told Harbaugh that Quinn was a personal friend of his brother's but it is noticeable that he does not deny, and is not asked to deny telling him that his brother before his death had given Quinn the letters. (p.371) Winternitz swears as already seen to telling Harbaugh the fable that his brother was one of Mr. Quinn's clients, and in that way leaves Harbaugh naturally to ~~express~~ infer for himself that it must have been as the result of that professional connection that his partner had obtained those letters, Winternitz at the same time boldly claiming ignorance of the fact that his partner got the letters from his client Jubb.

Whatever may be the exact reconcil<sup>ment</sup> of these discrepancies, the fact remains that the <sup>truth</sup> ~~xxxxxx~~ as to the obtaining of those letters was suppressed, the agency of Jubb concealed, and false representations were made to Harbaugh, craftily designed to entrap his confidence by securing his faith in the fiction that the Jubb letters were important testimonials of his deceased brother's confidence in the Baltimore attorneys, and therefore evidences of their legitimate and authorized connection with the settlement of his estate.

Shortly after the exhibition of the letters the parties separated with the understanding that Harbaugh should accompany Winternitz and McGraw on their return to Baltimore, that night.

Bewteen nine and ten o'clock that night the parties again met, and the following contract was drawn by Winternitz, and signed by Harbaugh.

the real origin of their connection with the case, he failed to inform Harbaugh, when the Jubb letters were exhibited, of the real means by which those letters had been secured, he suppressed a material fact which, as has already been suggested, it was of vital importance at that time to Harbaugh to know, in order to be enabled to form some intelligent estimate of the strangers with whom he was dealing, and of the worth of their claims upon his implicit confidence. Of this Winternitz was fully aware, and appreciating upon his cross examination the damaging effect of this concealment, makes an impulsive effort to escape by rashly claiming ignorance of the initial fact from which this whole business has grown, the fact that Quinn got those letters from Jubb.

Mr. Winternitz has not only been uncandid with Harbaugh, but we regret to be compelled to find that he has been something worse than uncandid with the Court, to an extent which can not but ~~mat-~~  
<sup>materially</sup>~~erially~~ impair the general trustworthiness of his testimony.

There is some discrepancy in the testimony as to whether the letters were produced by Winternitz or by McGraw. Harbaugh says they were produced by the latter; Winternitz, as has been seen, that they were exhibited by himself. According to Harbaugh's version, as soon as he recognized his own handwriting, McGraw told him "that Mr. Augustin Quinn is a personal friend of your brother's, and some two months before your brother's death he gave him those letters, telling him that if anything happened to him he would know where to locate you". McGraw denies that he

done professional work for his brother. Mr. Winternitz must have known when he made that representation to Harbaugh that it was absolutely untrue. Quinn himself testifies that the first he ever heard of the man was when he heard from Jubb of his death. It is not at all likely that Quinn at any time deceived his partner by falsely pretending to him to have even known the deceased Harbaugh, much less by pretending to have served him professionally. We learn from Quinn's testimony that his errand to Jubb's place on Friday evening was a subject of consultation between the partners on Saturday morning, and in that consultation Winternitz was naturally advised by his partner of the facts learned from that errand, the main fact being the information derived from Jubb that a man named Harbaugh, whom Quinn did not know, was dead leaving some property and a brother out West, and three letters which Jubb passed over to Quinn as means that would be useful in tracing the brother. When Winternitz told Harbaugh that Quinn had done professional work for his brother, he made a false representation, which could have had no other design than to account for the possession by Quinn of his brother's letters, and to confirm the erroneous impression made as has been seen on Harbaugh's mind by telegraphic messages, by speech through telephone and by the presence of an appraiser, that his Baltimore correspondents were in some legitimate manner connected with the business of his brother's estate. And when in order to conceal from Harbaugh

A. Yes, sir; I think that is what I told him.

p.297.

On carefully comparing this testimony with that of Mr. Quinn, it will be found that when Winternitz swore that he really didn't <sup>know</sup> where Quinn had gotten the letters from, he swore to something not only highly improbable but absolutely incredible. These two lawyers had only been in business together a few weeks, and the capture of these letters, under all the circumstances, was no mere incident of the office routine, but an altogether exceptional and decidedly interesting, if not romantic adventure. Quinn very distinctly testifies that the morning after his visit to Jubb's place he called his partners' attention to his "errand of the afternoon before", and that on the strength of their talk over the matter (the matter being the errand to Jubb's and the letters there obtained) they began to use the telegraph. We regret that we find it impossible to believe Winternitz when he claims ignorance as to the means <sup>by</sup> ~~in~~ which those important letters came into his partner's hands. He felt himself pressed by the cross-examination into the position of concealing from Harbaugh the true account of the connection of his firm with the estate, and in the effort to extricate himself from that dilemma, he does not scruple to resort to a bold and unblushing denial of the leading fact in the history of this case.

He then testifies that he told Harbaugh that Quinn had

A Yes, sir.

Q When ?

A When we were in Springfield.

Q Can you remember in what part of the day ?

A No, I can not say I remember.

Q Do you remember how they ~~became~~ to be shown to him ?

A I think one of the letters was in reference to the death of his mother, that after his mother had died he had written this letter to his brother and I think I showed him the letter.

Q Did you explain to Mr. Harbaugh how these letters came into the possession of the firm of Quinn & Winternitz ?

A I don't think I did; because I really didn't know, when I was out west I did not know where Mr Quinn had gotten the letters from.

Q Did you tell him they had been given to you by Mr. Quinn ?

A I think I did; yes, sir.

Q Did you tell him where Mr Quinn had gotten them ?

A No; if my recollection serves me ~~right~~ correctly I think ~~that~~ I told him, I was of the impression, Mr. Quinn had done some work for his brother, but I did not say anything about his being a personal friend of Mr. Quinn's; that was my impression.

Q Were you under the impression Mr Quinn had done some work, you mean professional work ?

A Yes, sir;

Q For his brother; you told Mr. Harbaugh that ?

not appear to have been necessary to inspire the confidence required for the execution of the power of attorney. For that object the previous correspondence and the co-operation of the appraiser abundantly sufficed. But no arrangement had yet been made of the somewhat ticklish question of fees. Later in the day Harbaugh was to be approached on that subject with an exacting demand. On thinking the matter over, or possibly on talking it over with friends, Harbaugh might begin to have some misgivings.

However that may be the fact is, that before the time came for the adjustment of compensation, the letters were produced. As already noticed in passing, there happens to be no mention of these letters in the answers of the respondents. In his examination in chief, Mr Winternitz made no reference to them. But on his cross examination by Mr. Bonaparte there occurs some testimony so remarkable that it will be quoted at length;

Q When you went to Springfield had you any letters in your possession written, or professing to have been written by Mr. Harbaugh ?

A Yes, sir, I had three letters.

Q From whom had you received those letters ?

A. From Mr. Quinn.

Q Were those letters in your possession or in Mr. McGraw's, if you remember ?

A They were in my possession.

Q Were they shown to Mr. Harbaugh at any time, or any of them ?

Since McGraw was there in proper person; since he was there apparently for the purpose of giving Harbaugh this detailed information, since Harbaugh was not told that McGraw was there for any other purpose, it was perfectly natural for Harbaugh, being the sort of a man that he was, to conclude that McGraw was there in his official character of appraiser, and therefore in some way, of course not very clearly defined, "representing" the Court of which he was the trusted and authorized officer.

Harbaugh was deceived and Winternitz profited by the deception, in gaining an additional fictitious claim upon Harbaugh's confidence, thus derived from the ~~presence~~ presence and countenance of an official personage, responsibly connected with the very Court to which Harbaugh naturally looked with respect, if not with reverence, as the Court having jurisdiction and control of his brother's estate.

For this deception Winternitz is responsible, by introducing McGraw as appraiser of the Orphans' Court, while concealing McGraw's true relation to the business, and suppressing the fact, if indeed it was a fact, that McGraw was there simply in his private and individual capacity, for the mere casual purpose of personal identification, and nothing more.

We now come to the misleading and deceitful use made of the letters <sup>obtained</sup> ~~found~~ in Jubb's saloon, in which Harbaugh at once recognized his own handwriting. The exhibition of these letters does

the Baltimore Orphans' Court was there by its authority, countenancing and approving the mission of Winternitz, and commending him to Harbaugh's confidence, as the proper person to be entrusted with Harbaugh's interest in his brother's estate, then being settled in the Orphans' Court, of which McGraw was the appraiser.

Care was taken to make this impression upon the unsuspecting country-man, at a very early stage of the interview, and before coming to business.

"I think", testifies McGraw, "after we left the houses at the stable as we were coming from the stable to the hotel, Mr Winternitz told him that the estate amounted to about \$1500. as the bond was filed for \$3000. I think Mr. Winternitz then told him I was an appraiser of the Orphans' Court. I told him I was and had appraised his brother's estate, and I had appraised two houses and \$76. worth of furniture, and I then told him, at the same time, while I was appraising the property and furniture a gentleman came to the house and tried to get in, and myself and the coroner were the only two in the house, and I afterwards found out his name was Helmling. He told me that Harbaugh along in February had had a city bond or stock and had sold it and was drinking the money up very rapidly. He had seen him with some gold, or something of that sort. I think I told Mr. Harbaugh at the same time that no money was found in the house at all, and the only thing returned was \$76. and the leasehold pieces of property".

(p.365)

That is what McGraw now argues to this Court, but no suggestion or hint of that nature was made to Harbaugh at the time. He was not told that the mere casual circumstance of McGraw's happening to be an appraiser had nothing whatever to do with his presence on the scene, and that all he was there for was simply to identify Harbaugh, just as any unofficial person who happened to know him, might have served the same purpose'

Whether or not McGraw claimed in so many words to be there "representing" the Orphans' Court, there can be no doubt that such was the distinct impression made upon Harbaugh at the time; that both McGraw and Winternitz were willing to have it so and that nothing was done or said by either of them to remove that impression.

Harbaugh could not be supposed to have known that McGraw in thus leaving his desk to accompany an attorney on a distant hunt for Orphans' Court business was guilty of official misconduct that made him liable to removal from office.

Nor could he be supposed to have known the exact scope of an appraiser's duties and powers under the law and practice of Maryland. For aught he knew to the contrary, it was a lawful and customary thing for appraisers to act just as this appraiser was then acting. For anything he knew or was told to the contrary, McGraw was there acting in his official capacity, and it was therefore very natural for him to conclude, in the absence of any word to put him upon his guard, that this Appraiser of

accompany him to Illinois. As Winternitz would have it, and as McGraw would have it, he was there simply to identify Harbaugh, nothing else. He did identify him, although he was not recognized as an old acquaintance by the man identified. Harbaugh was not told that McGraw was brought on, at the expense of Winternitz, primarily, but with the intent of its being, ultimately, at his, Harbaugh's expense, simply for the purpose of identifying him. He was told that McGraw was an appraiser of the Orphans' Court, and that he had made the appraisement of his brother's estate. It was natural for a man as unfamiliar with this sort of business as Harbaugh was, to infer, from the appearances artfully spread before him, in the absence of any word of caution, that McGraw was there in his official capacity, with the sanction or by the authority of the Orphans' Court. Harbaugh indeed swears positively that McGraw expressly told him that he "represented" the Orphans' Court of Baltimore. (p.155) McGraw emphatically denies that he used that language; "It is a falsehood, I never made the statement to him at all. I told him I was an appraiser of the Orphans' Court". Mr. McGraw then goes on, rather by way of comment than testimony; "I was not there representing the Orphans' Court or anything of that kind, it would have been foolish for me to say any such thing; it would be absolutely impossible for any man to represent the Orphans' Court unless it were a Judge, I should imagine". (p.367.)

baugh, Mr. Winternitz could not possibly have failed to notice communications that, as the result of the previous ~~connections~~ over the wires Harbaugh was under the erroneous impression that he, Mr. Winternitz, was in some authoritative manner, properly and duly connected with the settlement of his brother's estate. Not a word was said to correct this perfectly apparent mistake. Harbaugh was not informed of the truth, which it was very important for him at that particular time to know, that the relation of Quinn and Winternitz to the case was purely casual, and altogether voluntary. Had he known that, and acted like a man of common sense, he would have inquired for their references, or taken the advice of local counsel in whom he could confide, or he would have declined to have anything to do with them. ~~24 A.~~

There was not only this want of candor on the part of Winternitz, in concealing the true character of his approach to Harbaugh, and in taking advantage of the false impression made upon him in advance, in the manner already stated, but there was a cunning agency of affirmative deception actually present well calculated to prevent suspicion and allay misgiving, if any such should by any possibility awaken in the slow mind of the subject of the artifice.

It has been already stated that Edmund J. McGraw, an appraiser of the Orphans' Court, was employed and paid by Winternitz to

"Did you tell him why you wanted that power of attorney signed at that time ?"

"Yes sir; I told him we better have a power of attorney so I could send it at once to Mr. Quinn, so that he could attend to that end of it in Baltimore." p. 238.

To any man of common sense not under the influence of some delusion, thus approached by a stranger with a request to sign himself away, the explanation thus given would be instantly rejected as unsatisfactory, or rather as no explanation at all.

Something like an explanation is supplied by Harbaugh, who testifies that Winternitz told him that there appeared to be " several of my cousins, or chiming to be cousins, that are making efforts in order to try to get hold of the estate" x x x "We want a power of attorney in order to fight those claims, that Mr. Quinn is back there at Baltimore and we will just send a power of attorney back to him, so they produced a type-written copy of a power of attorney which I signed; then they asked me if I knew where there was a Notary Public &c. (p.9)

Whichever of these versions be the true one, the conduct of Harbaugh in so readily placing himself in the power of ~~the~~ two unknown attorneys in a distant City, would seem strangely infatuated, unless that conduct is understood in the light of the delusive appearances craftily held out to entrap him.

From the moment of his first personal contact with Har-

nation, he impressed us, upon the whole, as a fairly credible witness, and as a well-meaning, honest and simple rustic.

By this sweeping legal instrument he put himself unreservedly in the power of two entire strangers, apparently without a moment's hesitation, and without taking any of those precautions which would have occurred as indispensable to any man of ordinary business experience. He asked for no references <sup>as</sup> to the character and professional standing of the unknown attorneys who were now making such large claims upon his confidence. He made no inquiries as to the fees he would be expected to pay. It did not occur to him to take the paper to some local attorney for advice. He asked for no time for consultation with friends.

Winternitz testifies that after telling Harbaugh what he knew about the estate - two houses and possibly two or three hundred dollars in cash - the administrator's bond for \$3,000., indicating an estate of about \$1,500., or at most about \$2,000. "The first thing I said to him was, I brought with me a power of attorney and I would like to have you execute it, sign it and swear to it."

Learned counsel for respondents at this point propound without objection a leading question to elicit from the witness his confirmation of a legal opinion of his counsel;

"That was a power of attorney, in fact, you mean?"

"Yes sir; so I had a type-written power of attorney with me, and I read the power of attorney to him, and he read it himself, and he executed it in the Leland Hotel".

No difficulty whatever was found in obtaining Harbaugh's signature. He had been advised of the visit by telegram, and from the moment of the meeting he appears to have acted as if he believed that he was in the hands of his friends.

Harbaugh is not a business man, in the sense in which that term is commonly understood. He was not accustomed to important negotiations, not familiar with the settlements of estates, and not experienced in coping with lawyers. A middle aged man, of certainly not more than the average intelligence belonging to his station in life, that of a laborer at "\$1.50 a day, for twelve hours work", he appears to have been also a farmer, and employed as fore<sup>e</sup>man in a brick-yard. He was entirely ignorant of the facts, as well as ~~to~~ the law applicable to the emergency with which he was now confronted, the most important business of his life. His relations with his deceased brother were such that he knew nothing of his property, except as he was informed by the visitors, who had kindly troubled themselves to look him up. He did not even know of his brother's death. We have had him before us as a witness, and have heard him examined and cross-examined. He impressed us as a rather slow and simple minded man, without guile himself, and not inclined to suspect guile in others. He seems <sup>indeed</sup> ~~inclined~~ to be a credulous man, a man who will sign and even swear to almost anything presented to him by persons in whom he happens for the moment to have confidence. Notwithstanding that circumstance, and the adroit use made of it in cross exami-

were of a more refined and subtle character, as we shall soon have occasion to point out.

Mr. Winternitz first came into contact with Mr. Harbaugh at Springfield, Illinois, on Wednesday, July 11, 1901, the same day on which the inventory was filed by the Administrator, in the Orphans' Court of Baltimore. Winternitz had with him appraiser McGraw; he had the three letters <sup>obtained from</sup> ~~found by~~ Jubb, ~~in his balcony,~~ and he had a ready made power of attorney for Harbaugh to execute, in the following terms;

"Know all men by these presents- That I, Edward M C Harbaugh, of the State of Illinois and County of Sagnamon, do hereby constitute, nominate and appoint Augustin J. Quinn, Charles Winternitz, of the firm of Quinn and Winternitz, or either of them, of the City of Baltimore, and State of Maryland, to be my truly sufficient and lawful attorneys, for me and in my name and stead, to take charge of the estate of my late brother, Charles Leonard W. Harbaugh, and direct them to be appointed administrators for him, the said Charles Leonard W. Harbaugh; and for me and in my name and stead to execute and acknowledge, according to law, any and all agreements, releases and papers which my be necessary, or which may be required by law for the purposes of this power of attorney, and if any one else has been appointed administrator for my said deceased brother, I direct the said Charles Winternitz and Augustin J. Quinn to file a petition in the Orphans' Court to have said letters revoked and in case the Court refuses to appoint the said Charles Winternitz and Augustin J. Quinn, administrators as aforesaid, then I direct whoever the administrator may be to pay over to my said attorneys whatever monies I am entitled to out of the estate of my said brother, and generally to do all lawful acts and things whatsoever concerning the premises as fully and in every respect as I might or could do were I personally present at the doing thereof, hereby ratifying and confirming whatsoever my said attorneys shall in my name, place or stead lawfully do or cause to be done in or about the premises by virtue of these presents.

As witness my hand and seal this 11th. day of July, 1900.

Edward McC. Harbaugh (SEAL)

In presence of

John Thompson

Chas. C. Niccolls.

Subscribed and sworn to before me, this 11th. day of July, 1900. Joseph S. Thompson, Notary Public

221 S. 5th. St. Springfield, Ill."

lively interest manifested and the eager activity and alertness displayed by the partners at the time, it remains the phenomenal mystery of this case that neither one of them, nor McGraw at the Orphans' Court, should have heard all that long Summer day, to say nothing of the day before, which happened to fall on Sunday, not so much as a rumor that on <sup>The</sup> Saturday evening previous the money and bank books representing over \$11,000 had been secured by the police, and were in the custody of the Police Department. It is certainly quite uncommon to behold so much dashing enterprise coupled with so much inert ignorance. The ignorance claimed here was of a highly important, and decidedly interesting, if not exciting discovery, and the information was quite easily accessible.. Had Mr. Winternitz at any time on that Monday, before his departure in the evening for Illinois, taken the ordinary precaution of communicating with the Administrator, he would have learned that the money and bank-books, representing over \$11,000 had been obtained <sup>by</sup> ~~from~~ the police, and that the property was <sup>practically</sup> then in the administrator's possession. (Jones v. Harbaugh, supra)

We make these observations in passing because they lie directly in the way. While these circumstances, in connection with the very peculiar and unusual ~~was~~ terms of the contract for fees afterwards obtained from Harbaugh, are calculated to arouse a violent suspicion, we do not feel warranted in the face of the strenuous and repeated denials of all three of the parties, and in the absence of any direct testimony, to rely upon them as proof of a black and wicked fraud. The means of deception resorted to

Harbaugh, and that Mr. Quinn was willing to have it so.

If it were possible to entertain a doubt upon this point, the doubt will vanish when we come to follow Mr. Winternitz to Springfield, Illinois, and see how thoroughly prepared he found the live Harbaugh to give him his entire confidence at sight, for here it must be noted that Harbaugh had in some way fallen into the mistake of supposing that it was not Quinn but Winternitz who had been talking to him over the telephone.

Before using the telephone, a visit had been made to the Orphans' Court by Mr. Winternitz. From the bond of the Administrator, \$3,000.-, and from what he learned from the appraiser McGraw, he says that he concluded that the value of the estate was not more than \$1500. McGraw, the appraiser, was a personal friend of Winternitz, and said that he had met the Illinois Harbaugh some years <sup>before</sup> ~~ago~~ in Baltimore. Winternitz proposed to McGraw to go with him to Springfield, Illinois, to identify Harbaugh. McGraw was willing to go for fifty dollars and his expenses and it was so arranged.

Winternitz and McGraw both swear positively that when they left Baltimore for Springfield, Illinois, at seven o'clock in the evening of Monday, July 9, 1900, they knew nothing more of the value of the estate than the records of the Orphans' Court at that time disclosed, and perhaps a few hundred dollars in money, and the testimony of Mr. Quinn is to the same effect. Considering the

language is denied by Quinn, the man behind the voice, but he admits having some talk with Harbaugh, the substance of which is not given, and he does not claim to have explained to Harbaugh the character of his interest in the matter, or how he became connected with it, nor does he mention the letters obtained from Jubb, nor say a word to disabuse Harbaugh's mind of the natural impression that Quinn must have known and felt would have been made upon it by all this knowledge of and interest in his brother's affairs, and the offer to "pay expenses."

In point of fact Quinn had never known the Baltimore Harbaugh, and the first he ever heard of him was when he heard from Jubb of his death. Whether or not he expressly claimed through the telephone, as understood at the Springfield end of the line, that he had charge of the estate, there can be no doubt from all that passed, from what was said and from what was not said, that such was the distinct understanding of the Illinois

mation that the man was dead, that he left two houses, and possibly some other property, that he had a brother living in Illinois, that these letters might help to trace him, and that there might be something in it for Quinn.

Mr. Quinn handed these letters to his partner, they talked the matter over, and the result was that, aided by the information contained in these letters, written by the brother in Illinois, they found little difficulty in getting into telegraphic communication with the writer, and afterwards talked with him over the long-distance telephone.

The impression made upon the mind of the live Harbaugh, from this communication over the wires, evidently and naturally was that his Baltimore correspondents had some legitimate, professional connection with his deceased brother's estate. First, he was startled by the dispatch "Communicate with us by wire immediately. Important business. (signed) Quinn & Winternitz" Then came the message "Call us up over the long-distance telephone, Central Office, right away. We will pay expenses. (signed) Quinn & Winternitz" Then followed a somewhat unsatisfactory telephone talk, clear enough however to convey to Harbaugh the first information of his brother's death, and to leave upon his mind, the distinct impression that the voice at the Baltimore end of the line was authorized to speak in behalf of his brother's estate. In fact, he positively swears that in reply to his question, "Who has charge of his affairs?", the voice answered "I have". The use of this

The result of this settlement of \$11,387.97 cash is, that the sole distributee receives but \$4.050, while the balance, \$7,337.97, is absorbed in fees, costs and expenses, there being no debts; Messrs. Quinn and Winternitz claiming and retaining \$5150, under a written contract for compensation. Of this \$5150, the sum of \$4350. was claimed as their contract fee; the sum of \$300. for their expenses in securing the distributee by an expedition to Illinois, of which more will be said further on, and the sum of \$500. was retained to secure their claim upon the undistributed balance of the estate, appraised at \$1276.

Whether, and to what extent Messrs. Quinn and Winternitz either or both, are culpably responsible for this repulsively discreditable showing, is the painful question we have now to decide.

And first and chiefly we have to consider the means and management by which they connected themselves with the case, and secured from Harbaugh, the Illinois brother and sole distributee, first a power of attorney, and upon that, the contract above mentioned.

It appears that the deceased, Charles L. Harbaugh, was a drinking man, and frequented a place in Baltimore kept by one of Mr. Quinn's clients, named Jubb. Jubb, in some way not explained, became possessed of three letters addressed to the deceased, and these letters he turned over to Mr. Quinn, together with the infor-

There were no conflicting claimants to the distribution. There was but one distributee, a brother, living in Illinois. Of his existence and general whereabouts the Administrator was aware. His counsel had already made arrangements to go to Illinois in quest of him, when he found himself anticipated by the voluntary intervention of Messrs. Quinn and Winternitz.

The single question as to the regularity of the letters excepted, there was no litigation in sight, either actual or prospective; no disputed questions of fact or law; no negotiations required, and no special circumstances of doubt or difficulty to embarrass the settlement. The estate was one that could and should have been settled in the ordinary way, as a mere matter of routine, and with no more than ordinary expense. What made the settlement especially simple was the fact that, besides two pieces of leasehold property appraised at \$1200.00, and furniture appraised at \$76., the residue of the estate was cash; cash in the house \$727, cash in Bank \$10,660.97, total cash \$11,387.97. Total inventory, \$12,663.97.

Notwithstanding the point above mentioned as to the regularity of the letters, this estate was so absolutely free from difficulty that we find a premature settlement of the great bulk of it effected within less than two weeks from their date, the Administrator, for a consideration, willingly assuming all risks, and that with the consent of his surety, the American Bonding Company.

Before going into the particulars of the testimony given at the trial, it may be proper to state in brief outline, what we find to be the general nature of the case we are to deal with.

An intestate estate of over twelve thousand dollars was in process of settlement in the Orphans' Court. An administrator had been appointed and had given bond. The person to whom letters had been granted was neither a relative nor a creditor, but the coroner who had taken charge of the remains. In the condition of the law as then understood by a majority of the Orphans' Court, these letters were liable to be revoked upon application of a non-resident brother. Although the law has since been determined otherwise, (Jones vs. Harbaugh, supra) yet viewing the case as it then appeared, there was a promising opportunity here for litigation. From such litigation might ensue profitable results to any attorney who should be so fortunate as to represent this non-resident brother. There would be fees for a contest over the administration. There would be commissions on the collections of his distributive share.

With this exception there were no complications of any kind attending the settlement. There were no doubtful assets to be collected, no doubtful claims to be contested. In fact there were no claims at all, either for or against the estate. There was a bare possibility of a will turning up. There was a bare possibility of creditors turning up. Should either contingency happen, the duty would devolve upon the administrator to meet that contingency as he might be advised.

ings, upon several grounds the substance of which will sufficiently appear from the terms of the order overruling the motion.

#### C o n c l u s i o n s .

I. That the pendency of the Equity case of Harbaugh vs Quinn, Winternitz et al. in the Circuit Court No.2 is not a sufficient ground for sustaining the motion to quash.

II. That as to the Act of Assembly under which the Orphans' Court preferred these charges, this Court deems it to be its duty to resolve any doubt respecting the constitutionality of the Act in its favor, and if the Act is susceptible of two constructions, one of which would make the Act unconstitutional and one constitutional, to adopt that which will sustain the Act; That in our judgment the Act does not imperatively require this Court to lay the rule.

III. That the necessity vel non of an affidavit is a matter resting in the discretion of this Court, and the charges in this case emanating from an official body, created by the Constitution, and being authenticated by the seal of the Court do not require any verification by affidavit.

IV. That having fully answered the charges these respondents must be taken to have waived any objection thereto upon the ground of uncertainty.

The motion to quash is therefore over-ruled.

decided that the charge of conspiracy was not sustained, but they removed from office their appraiser McGraw for what they considered a "gross impropriety" in allowing himself to be induced and paid by Winternitz to join him upon his excursion to Illinois in quest of Orphans' Court practice, and they further decided to prefer <sup>The</sup> charges against Messrs. Quinn & Winternitz, which are the subject of this present proceeding. At the same time a majority of the Orphans' Court removed Dr. Jones as Administrator, and appointed Harbaugh in his place.

In reversing the order appealed from, removing Dr. Jones as Administrator, the Court of Appeals, in their opinion through Judge Boyd, April 10, 1901, make the following reservation as regards the respondents;

"As the record shows that proceedings have been instituted against Messrs. Quinn and Winternitz and others, we do not intend, in what we say, in any manner to pass upon the questions therein involved, or determine whether they were guilty of the fraud charged against them, but will as far as possible, confine ourselves to the action of the Court below in removing the appellant and appointing the appellee in his place - that being the subject before us."

The reserve thus indicated being carefully maintained throughout, there is nothing to be found in the opinion of the Court of Appeals in the case of Jones vs. Harbaugh, to relieve this Court in any degree of the labor of now investigating and determining these charges upon its own unaided responsibility, with the single exception of the second specification.

At the trial, a preliminary motion was interposed on behalf of the respondents, and fully argued, to quash the proceed-

amicus curiae in support of the charges of the Orphans' Court in order that the matters in issue might be fairly and fully investigated under the ordinary conditions of forensic controversy. Accordingly the Bar Association ~~delegated~~ two of its leading members to discharge this public duty, and this duty no less painful than arduous, they have performed with such eminent ability, as well as such entire fairness, as to entitle them to the thanks not only of the Court, but of the profession and the public. It is proper to acknowledge in this connection that the learned ~~respondents~~ counsel for the respondents have shown all that devotion to the cause of their clients, and all that pains-taking industry and professional skill which were to have been expected from gentlemen of their reputation.

The cause was set down for hearing on the 11th. February, but was postponed at the instance of counsel for the respondents, in order to await the decision of the Court of Appeals in the case then pending before it of Jones, Administrator vs. E. McC. Harbaugh.

This appeal had been taken by Dr. Jones from the action of the Orphans' Court upon a petition filed August 20, 1900 by Harbaugh, charging Messrs Quinn & Winternitz and others with a conspiracy to defraud him, and charging Dr. Jones, the Administrator, with having "aided the above mentioned parties in the perpetration of the fraud". After a protracted trial the Orphans' Court

charges preferred by the Orphans' Court seriatim, and specifically denies each of them.

The answer of Mr. Quinn is substantially to the same effect. He explains how Quinn and Winternitz came to be connected with the case, through information received through one Jubb on July 6, 1900 that "a man by the name of Harbaugh had been found dead in his house on South Arlington Avenue, and that he died possessed as Jubb thought of two houses in the neighborhood, and had left a brother surviving him who resided in the State of Illinois." He then goes on to show how, upon this information, after consultation with his partner, he sought and secured communication with the brother in Springfield, Illinois, by telegraph and then over the long-distance telephone, giving Harbaugh the first information he had received of his brother's death. Having thus succeeded in locating their man, the uninvited expedition to Illinois by Winternitz, accompanied by appraiser McGraw, is more fully detailed in the answer of Winternitz.

The answer of Quinn is quite as specific as that of his partner in denials of guilt and protestations of innocence.

It is noticeable that in neither answer is any mention made of the three letters given by Jubb to Quinn, and the use made of them in Springfield by Winternitz.

The respondents being ably represented by distinguished counsel, this Court, in accordance with its established practice in such cases, invited the Baltimore Bar Association to act as

(4) In that the said Augustin Quinn and Charles Winternitz, during the entire time that the relation of attorney and client existed between them and said Edward McC. Harbaugh, fraudulently withheld from said Harbaugh professional advice concerning his rights and interest in the matter of the administration of the estate of his deceased brother, and by misrepresentation, deception and concealment of material facts, so controlled his mind as to deprive him of a free, intelligent and independent judgment and induced him to sign and make affidavit to papers filed in the case aforementioned, and by false and fraudulent devices deprived him of a large amount of money of the estate aforesaid, to which he, as sole distributee, is lawfully entitled.

(5) In that they practiced upon the said Edward McC. Harbaugh, by means of misrepresentation, deception, collusion and fraud, grievous wrongs to the great injury of the said Edward McC Harbaugh, and to their personal and professional dishonor, and to the lessening and discredit of the dignity of the profession of the law.

(SEAL OF ORPHANS')  
( COURT )

Geo. Savage  
Myer J. Block  
Wm. J. O'Brien "

Thereupon a rule was laid upon the attorneys named to show cause why they had each of them should not be disbarred.

A separate, sworn answer was filed by each of the attorneys on December 6, 1900, denying the said charges, all and singular, and claiming entire innocence of all misconduct in reference to the matters referred to. The dealings between Mr. Winternitz and Edward McC. Harbaugh at Springfield, Illinois, which led to the execution by Harbaugh of the power of attorney and contract for fees, to be hereafter mentioned, are set forth by Winternitz at large, as well as the subsequent transactions connected with the "quick settlement" of the estate of Charles L. Harbaugh and the release executed by Edward McC. Harbaugh. After a detailed, copious narrative, the answer takes up the

of Baltimore City:-

In pursuance of the Act of Assembly of the session of 1900, Ch.309, we, the Judges of the Orphans' Court of Baltimore City, hereby charge that Augustin Quinn and Charles Winternitz, Attorneys at law and members of the Baltimore Bar, being partners under the name of Quinn & Winternitz, have been guilty of unprofessional conduct as disclosed in the proceedings and testimony in the case of Edward McC. Harbaugh vs. Casper F. Jones, Administrator, et al., recently heard in this Court;

(1) In that they induced Edmund J. McGraw, an appraiser in the Orphans' Court of Baltimore City, by paying to him a sum of money and his expenses, to accompany Charles Winternitz to Springfield, Illinois, and there to see Edward McC. Harbaugh, the sole distributee of the estate of his deceased brother, Charles Leonard Harbaugh, which estate was being administered in this Court, and that they thereby gained the assistance of said Appraiser in obtaining by misrepresentation, deception and fraud, a power of attorney and an agreement to pay Quinn and Winternitz an unreasonable and unconscionable percentage of the value of said estate for professional services to be rendered.

(2) In that the said Augustin Quinn and Charles Winternitz entered into an unlawful agreement with Casper F. Jones, Administrator of the aforesaid estate, whereby the said Administrator retained of the moneys in his hands a large sum as commissions over and above the commissions allowed by this Court, and also a fee for his counsel, the said Quinn and Winternitz well knowing that said Commissions and counsel fee were unreasonable and contrary to the statute law and the decisions of the Court of Appeals of this State, and in that they obtained the consent of said Edward McC. Harbaugh to the retention of said money by said Administrator by misrepresentation and concealment of facts, and by failing to advise him of the law and his rights thereunder.

(3) In that the said Augustin Quinn and Charles Winternitz received from Casper F. Jones, Administrator, a large sum of money of the estate aforesaid as attorneys of said Edward McC. Harbaugh, said money being paid to them by said administrator as the amount to which said Harbaugh was entitled on a distribution of the cash in his hands, and the said Quinn and Winternitz fraudulently concealed from said Harbaugh knowledge of their receipt of a part of said money being paid to them by said administrator, and also fraudulently retained and refused to pay over to said Harbaugh a large portion of said sum of money to which he was lawfully entitled.

In the matter of )  
AUGUSTIN J. QUINN )  
and )  
CHARLES WINTERNITZ, )  
Attorneys at Law. )

In the  
SUPREME BENCH  
of  
BALTIMORE CITY.

PROCEEDINGS FOR DISBARMENT.

Heard before Harlan C.J., Phelps, Wright, Dobler and Stockbridge JJ.

Arthur George Brown and Charles J. Bonaparte for The  
Baltimore Bar Association.

Wm. L. Marbury, William S. Bryan Jr. and Isaac Lobe Strauss,  
for Respondents.

Opinion by Judge Phelps.

This is a disciplinary proceeding against two members of the Baltimore bar practising as partners under the firm of "Quinn & Winternitz". The charges are preferred by the Orphans' Court of Baltimore City, in pursuance of the Act of 1900, Ch. 509. In general, they are charged with unprofessional conduct, malpractice and fraud, in their dealings with Edward McC. Harbaugh, a citizen of Illinois, sole distributee of his deceased brother, Charles L. Harbaugh, late a resident of Baltimore, in connection with the settlement of the decedent's personal estate in the Orphans' Court.

The charges were filed on the 23rd. November, 1900, and

are as follows;

"Edward McC. Harbaugh )

vs. )

Casper F. Jones, )

Administrator, et al )

In the Orphans' Court

of

Baltimore City

To the Honorable, the Judges of the Supreme Bench;

Before the Supreme  
Bench of Balto.  
City.

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In the matter of  
Charles Wintermuth  
and Augustin J.  
Quinn etc.

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Respondent's Exhibit  
W. No. 3

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Mr. Clerk:-

Please file,  
Isaac Lobl Straus

---

Filed 6<sup>th</sup> Dec. 1900

IN THE MATTER OF : IN THE  
THE ESTATE OF : ORPHANS' COURT  
CHARLES L. HARBAUGH, DECEASED : OF BALTIMORE CITY.  
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TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE PETITION of Harry A. Helmling, by Charles M. Kelly his attorney respectfully shows:

FIRST. That Charles L. Harbaugh a cousin of Harry A. Helmling, your Petitioner died intestate on or about the second day of July, 1900, in the City of Baltimore, in the State of Maryland.

SECOND. That the said Charles L. Harbaugh left surviving him no mother, father, widow, child or children, brothers or sisters, but left your petitioner in this case, and certain other parties his next of kin and heirs at law, that the said Charles L. Harbaugh is said to have had a brother living somewhere in the State of Illinois but that said brother has not been seen or heard from for several years, and would legally be presumed to be dead, that the mother of your petitioner, was a Miss Rebecca E. Harbaugh, before her marriage to the father of your petitioner and was a first cousin to Charles L. Harbaugh the intestate, the said mother of this petitioner died several years since, that your petitioner is the next of kin upon the paternal side of the intestate and there are no relations nearer than he in degree upon the paternal or maternal side:

THIRD. That on the sixth day of July, 1900, Caspar F. Jones, who bears no relation to the intestate, and

In the matter of )  
AUGUSTIN J. QUINN )  
and )  
CHARLES WINTERNITZ, )  
Attorneys at Law. )

In the  
SUPREME BENCH  
of  
BALTIMORE CITY.

ORDER OF COURT.

CHARLES WINTERNITZ, attorney at law, having been charged by the Orphans' Court of Baltimore City with unprofessional conduct, malpractice and fraud in matters concerning the settlement in said Court of the estate of a certain Charles L. Harbaugh, late of the City of Baltimore, deceased, and the said charges, the second specification excepted, appearing from the testimony at the trial to have been so far proved as to require his disbarment, it is this 29<sup>th</sup> day of May, 1901, by the Supreme Bench of Baltimore City, ORDERED, that the name of the said Charles Winternitz be and the same is hereby stricken from the roll of attorneys of <sup>the Supreme Bench of</sup> Baltimore City.

In the matter of )  
AUGUSTIN J. QUINN )  
and )  
CHARLES WINTERNITZ, )  
Attorneys at law. )

In the  
SUPREME BENCH  
of  
BALTIMORE CITY.

ORDER OF COURT.

AUGUSTIN J. QUINN, attorney at law, having been charged by the Orphans' Court of Baltimore City with unprofessional conduct, malpractice and fraud in matters concerning the settlement in said Court of the estate of a certain Charles L. Harbaugh, late of the City of Baltimore, deceased, and the said charges, the second specification excepted, appearing from the testimony at the trial to have been so far proved as to require his suspension from practice, it is this - 29<sup>th</sup> - day of May, 1901, by the Supreme Bench of Baltimore City, ORDERED, that the said Augustin J. Quinn be and he is hereby suspended from the practice of law for the period of one year from this date, with leave reserved to the Baltimore Bar Association within that time to move for further proceedings against the said Augustin J. Quinn, as they may be advised.



In the Supreme Bench

In the matter of  
Augustus J. Quinn  
and Charles Hunter  
vs  
City

Petition for modifica-  
tion of order of  
sequestration

In clerk  
Filed this  
W. L. Hartney  
B. L. Shans  
W. S. Buzard  
attys for intervenors

AND as in duty so.

Prober.

tion or alteration of the sentence of disbarrel pronounced  
against him in this proceeding as to your Honors seem

*[Handwritten signatures and notes, including names like "Charles Hunter" and "Augustus J. Quinn"]*

CHARLES HUNTER vs  
AUGUSTUS J. QUINN and  
CITY

SUPREME BENCH  
IN THE

IN RE ( BEFORE THE SUPREME BENCH  
)  
AUGUSTIN J. QUINN and ( OF  
)  
CHARLES WINTERNITZ ( BALTIMORE CITY.

TO THE HONORABLE, THE JUDGES OF THE SUPREME BENCH,

OF BALTIMORE CITY : -

The Respondents in this case, Augustin J. Quinn and Charles Winternitz, respectfully move your Honors to quash these proceedings and to discharge the rule laid against them for the following reasons; because

1. The specific grounds alleged by the Judges of the Orphans' Court for the disbaral of these Respondents not stated; the charges made being stated in a vague, general and uncertain manner..

2. Because the evidence upon which the Judges of the Orphans' Court rely is not stated in their charges so that this Honorable Court can judge of its sufficiency, as a ground for laying a rule.

3. Because said charges are not verified by the oath of the persons making the same, stating that the matters and things in said charges alleged are true to the best of the knowledge of the persons making the same.

4. Because Chapter 309 of the Acts of 1900 under which these proceedings are supposed to be had are unconstitutional and void, the same being an attempt by the Legislature to interfere with and control matters pertaining exclusively to the judicial department of the State Government.

*William P. Grogan*  
*W. L. Hartney*  
*G. Shaws*  
*For Respondents*



City of New York, )  
County of New York, ) ss.:  
State of New York. )

Charles Winternitz being duly sworn deposes and says: That he is thirty years of age, married and has two children, who are five and one year of age respectively. That since the latter part of July 1900, the time when proceedings were first instituted against him in the Orphans Court of Baltimore City down unto the time of the rendering of the decision by the Supreme Bench in the disbarment case against this deponent he earned about two hundred dollars; that since the sentence has been imposed upon him by the Supreme Bench he has been unable to earn a single cent, although he has made strenuous efforts to do so, on account of said punishment inflicted upon him by reason of which he has entirely lost the confidence of the people of Baltimore City where he was raised, educated and lived almost his entire life.

The fact of such a decision having been rendered deprives this deponent of every opportunity to earn anything to enable him to secure the necessities of life for the support of his wife, two children and himself in the city of Baltimore, where he lived the greater part of his life, and this deponent was compelled to seek the assistance of relatives and friends in order that he might reach New York City, where he thought he would find some sort of employment by which he could earn sufficient funds to maintain his family and himself; that since the latter part of May 1901, this deponent has earnestly and with all the seriousness of a man anxious to earn a livelihood for his wife and children, endeavored to find employment of any sort; but required to account for the past ten years of his life he has been compelled to disclose the fact that he had been a practising attorney for that period of time in Baltimore City and had been finally disbarred.

This deponent has been refused employment wherever he applied in the large city of New York, where he now lives, by reason of said sentence, this deponent is absolutely penniless having expended his own means and the Harbaugh fee, believing at the time that he had honestly obtained the latter. This deponent is most anxious, willing and determined to return his portion of the Harbaugh fee, but is absolutely helpless in his present condition to do so and only a modification of the sentence of the Supreme Bench will enable this deponent to earn a livelihood and return every dollar of the fee he received from Harbaugh.

Sworn and subscribed to before me )  
this 3rd day of October, 1901. )

*Charles Winternitz*

*O. H. Harbaugh*

*Notary Public*

*King City filed in N.Y.C.*



In the matter of the ( In the Orphans' Court  
)  
Estate of Charles ( of  
)  
Leonard W. Harbaugh, ) Baltimore City.  
deceased. (

To the Honorable, the Judges of said Court.

Your Petitioner, Edward McC. Harbaugh respectfully represents unto this Honorable Court.

I. That he is a brother and the only next of kin of the late Charles Leonard W. Harbaugh, deceased, and as such is entitled, after the payment of all debts, to the entire estate which was left by the said Charles Leonard W. Harbaugh, deceased.

II. That he has been informed that letters of administration have been granted upon said estate to one, Caspar F. Jones, of the City of Baltimore, and that the said Caspar F. Jones had filed in this Court an Inventory of the estate of the said Charles Leonard W. Harbaugh, which embraces all monies and property of every kind and description which have come into his hands and of which he has knowledge. That your petitioner is satisfied that the same is a true Inventory, and includes all of the monies and property of which the said Charles Leonard W. Harbaugh was possessed at the time of his death.

III. That your petitioner is a resident of the State of Illinois, and is so circumstanced as to be unable to give personal supervision to the settlement of the estate of his deceased brother, and is willing to acquiesce in the ap-

pointment of the said Caspar F. Jones, and to ask that his letters of Administration be not revoked until the estate of his deceased brother is closed.

IV. That your petitioner is informed that the said Caspar F. Jones, Administrator as aforesaid, is ready and willing to pass his first administration account, making distribution of the cash which has become into his hands as Administrator, except so much thereof as may be necessary to pay all the indebtedness of the late Charles Leonard W. Harbaugh.

V. That your petitioner has no knowledge of any indebtedness of his deceased brother, Charles Leonard W. Harbaugh, and from his knowledge of the condition of his affairs, is thoroughly satisfied that he left no indebtedness of any kind or character, and that the only debts that can come against his estate are the cost of funeral expenses and the administration of the estate.

VI. Your petitioner is informed that the said Caspar F. Jones, as Administrator, had filed bond in this Court for the sum of three thousand dollars, and that he has been requested to file additional bond so that the total amount of said bond may aggregate the sum of twenty-five thousand dollars.

For the reasons above stated, your petitioner prays this Honorable Court to permit Caspar F. Jones, Administrator, to pass up at once his first administration account,

Before the Supreme  
Court of Baltimore  
City.

---

In the matter of  
Charles Wintemitz -  
and Augustus J.  
Quinn etc -

---

Respondents Exhibit  
W. No. 2.

---

Mr. Clerk:  
Please

file -  
Isaac L. Straub

Filed 6<sup>th</sup> Dec. 1900

not imperatively require this Court to lay the rule ;

THIRD : That the necessity, vel non of an affidavit, is a matter resting in the discretion of this Court, and the charges in this case emanating from an official body created by the Constitution, and being authenticated by the seal of the Court, do not require any verification by affidavit ;

FOURTH : That having fully answered the charges, these respondents must be taken to have waived any objection thereto upon the ground of uncertainty.

The motion to quash will, therefore, be overruled.

not imperatively require this Court to lay the rule ;

THIRD : That the necessity, vel non of an affidavit, is a matter resting in the discretion of this Court, and the charges in this case emanating from an official body created by the Constitution, and being authenticated by the seal of the Court, do not require any verification by affidavit ;

FOURTH : That having fully answered the charges, these respondents must be taken to have waived any objection thereto upon the ground of uncertainty.

The motion to quash will, therefore, be overruled.

In re Augustin Quinn }  
and Charles Winteritz } Before the Supreme  
Bench of Baltimore City.

Upon charges preferred by the Judge of the  
orphans Court of Baltimore City against Au-  
gustin Quinn and Charles Winteritz in ac-  
cordance with the provisions of Chapter 309  
of the Acts of Assembly passed at the January  
session 1900, it is ordered by the Supreme Bench  
of Baltimore City this 23<sup>rd</sup> day of November 1900  
That a rule be, and it is hereby laid upon  
the said Augustin Quinn and Charles Win-  
teritz <sup>and each of them to answer the said charges and</sup> to show cause, if any there be, why  
they and each of them should not be disbarred;  
<sup>answer to be filed and</sup> such cause to be shown within ten days af-  
ter the service of a copy of the said charges  
and of this order upon the said Augustin  
Quinn and Charles Winteritz;  
and it is further ordered that a copy of the  
said charges and of this order be served on  
the said Augustin Quinn and Charles Winter-  
nitz forthwith.

Henry D. Harlan

Charles S. Phelps  
Dan Wain Wright

Albert R. Schie  
John J. Doble

Henry Stockbridge

In re  
Augustin Lumin  
and  
Charles Winternitz

Feb. 23<sup>rd</sup> day Nov. 1900.

Before of the within Dors of Court served  
on Augustin Lumin & Charles Winternitz  
on the 26<sup>th</sup> day of November 1900 in the  
presence of Judge C. Silcott

\$  
Ten. 1.00

John B. Schwartz  
Shuff.

not imperatively require this Court to lay the rule ;

THIRD : That the necessity, vel non of an affidavit, is a matter resting in the discretion of this Court, and the charges in this case emanating from an official body created by the Constitution, and being authenticated by the seal of the Court, do not require any verification by affidavit ;

FOURTH : That having fully answered the charges, these respondents must be taken to have waived any objection thereto upon the ground of uncertainty.

The motion to quash will, therefore, be overruled.



For Stenographic Notes See

"Box 1930"

In the matter of  
Augustin J. Quinn  
and Charles Winternitz

In the  
Supreme Bench

The petition of Charles Winternitz in the above  
entitled cause, praying a modification or altera-  
tion of the sentence of disbarment pronounced  
against him, having been submitted to the Bench  
for its action, and the same together with the ex-  
hibits filed therewith having been duly considered,  
it is this 18<sup>th</sup> day of December 1901 by the Supreme  
Bench of Baltimore City ordered that the said  
petition be and the same is hereby dismissed.

Henry W. Harlan

J. W. W. W. W.

Alonzo Pittman

John D. Doble

Gen. W. S. Hart

Henry Stoddard

Order dismissing  
the petition of Charles  
Wintemitz to be re-  
stored to the roll of  
attorneys of this  
court

Filed 18<sup>th</sup> Dec. 1901.

In re Augustin Quinn  
and Charles Weiswitz

Before the  
Supreme Bench  
of Baltimore  
City -

Ordered by the Supreme Bench of  
Baltimore City; this 18<sup>th</sup> day  
of December 1900 that the Bar  
Association of Baltimore do  
act and it is <sup>hereby</sup> requested to act  
as Amicus Curiae in the  
further prosecution of this  
cause, and be it further ordered  
that the said cause be set  
for hearing on the 11<sup>th</sup> day  
of February 1901, and be it further  
ordered that a copy of this  
order be sent by the Clerk of  
the Supreme Bench to the  
President of the Bar Association  
and to each of the respondents.

Wm. W. Starbuck

Charles W. ...

Sam'l W. Wright

Henry St. ...

Allen Ritchie

John J. Doherty  
Ray W. ...

In re  
Augustin Quinn  
and  
Charles Winternitz

Asking Bar Assoc-  
iation to act as  
Amicus Curiae, and  
setting date for  
hearing.

Feb. 18" Dec. 1900

Mr. Charles Winternitz:-

We desire to express our sympathy for you in the unpleasant circumstances in which you are placed.

We, of course, do not know what may be the judgment of the law in respect to the transactions which have been made the subject of a charge against you. But we are glad to assure you that we have undiminished confidence in your personal honor and integrity. And we are satisfied that you are entirely innocent of any intentional wrongdoing; even if errors of judgement can be justly imputed to you.

Very sincerely yours,

of Frank Rosenberg &  
Leopold Wertheim  
Brodent Bros  
J.W. Booz  
Louis Siskinner  
Rudolph Helfrich  
Mrs. Blasse  
Jacob Wolf  
Sam B. Winternitz

Frank Rosenberg  
M. Schiff's Sons  
Chayer Hardware Co.  
Per Louis Chayer  
Ingber & Co  
B. M. Watts  
City Councilman  
Eichengren Wolf  
J. Hamburger  
Meyer Meerman  
Michael Less  
Matthew Hess  
Morris Miller

Mr. Charles Winternitz:-

We desire to express our sympathy for you in the unpleasant circumstances in which you are placed.

We, of course, do not know what may be the judgement of the law in respect to the transactions which have been made the subject of a charge against you. But we are glad to assure you that we have unqualified confidence in your personal honor and integrity. And we are satisfied that you are entirely innocent of any intentional wrongdoing; even if errors of judgement can be justly imputed to you.

Very sincerely yours,

W. P. Chrowith,  
Jas. E. Gray  
Martin Meyer  
Heroldman Lazarus  
David Fischinger  
Samuel Bock  
J. S. Wechsinger  
M. S. S. S.  
H. Katz  
M. Katz



Before the Supreme  
Bench of Baltimore  
City

---

In the matter of  
Charles Winteritz  
and Augustin J. Dumm

---

Testimonial

---

Mr. Clerk:—

Please file,  
Isaac Lube Strauss

---

Filed 6<sup>th</sup> Dec. 1900

IN THE MATTER OF	:	BEFORE THE
	:	
THE CHARGES AGAINST	:	
	:	
AUGUSTIN J. QUINN and	:	SUPREME BENCH
	:	
CHARLES WINTERNITZ,	:	
	:	
copartners trading as	:	OF
	:	
QUINN & WINTERNITZ	:	
	:	
Attorneys at Law.	:	BALTIMORE CITY.

-----

TO THE HONORABLE, THE JUDGES OF THE

SUPREME BENCH OF BALTIMORE CITY:

The Answer of Charles Winternitz to the charges against him in this Honorable Court exhibited respectfully shows:

That denying the said charges, all and singular, and affirming himself to be innocent of all misconduct or wrong-doing in reference to the matters referred to in the same, your respondent begs respectfully, in the beginning, to submit to this Court that the agreement entered into by him and his partner, Augustin J. Quinn with Edward McC. Harbaugh at Springfield, Illinois on July 11, 1900, and referred to in said charges, was fairly, freely and honestly entered into by the parties thereto; that it was not induced or effected in any manner whatsoever by concealment, equivocation, misrepresentation or fraud of any sort or degree; that when it was entered into there was no relation of attorney and client existing between Messrs. Quinn and Winternitz and the said Edward McC. Harbaugh, but that the said parties dealt with each

other wholly free from the special obligations which characterize the said status of Attorney and client and totally unaffected by the jealous and vigilant rules of *the* law applicable to transactions between parties within that relationship; that thus dealings with each other at arms' length, your respondent as the representative of his firm and the said Harbaugh, as a free agent above the age of twenty-one years, had an absolute right to make any agreement which they saw fit to make, and that such a contract executed by the parties, in the absence of fraud or duress, is a lawful and binding instrument, whose terms no Court, either of law or equity, will inquire into, alter or annul, and which will be left to validly operate according to its provisions in reference to the matters to which it pertains. And your Respondent avers that at the time when the said Harbaugh entered into said contract he was put into possession by your respondent of all the knowledge and information, without any exception, which your respondent then possessed regarding the estate of the deceased Charles Leonard Harbaugh, and regarding all the matters and things to which the said agreement referred; that in no way was the said Edward McC. Harbaugh misled, misinformed or deceived in reference thereto, or by falsehood, fraud or force induced to enter into said agreement, but that, as will more particularly appear hereinafter, he made the said contract deliberately, intelligently and freely, and with just as much information

regarding its subject matters as your respondent at the time possessed.

And your respondent further represents to this Honorable Court that under all the circumstances of the case as they appeared to all the parties at the time when the said contract was signed by said Harbaugh, the same was not, and is not now to be regarded as improper, unjust or extortionate, or unprofessional in any sense or manner; but that, decidedly to the contrary, considering, from the point of view of the parties at that time, all the circumstances of the existing situation, - the expenses which your respondent had incurred, the exertions he had made, the time he had devoted, the possibilities, if not probabilities, - then prominently engaging the minds of all the said parties --- that a will might be discovered, that a wife or child of the deceased might appear as claimants, that debts might present themselves against the estate and that the estate itself, as far as then known, was and would prove to be quite a limited one, the Orphans' Court having fixed the Administrator's bond at only \$3000. --- the agreement in view of all these things cannot be contemplated from said point of view otherwise than as fair, reasonable and entirely within the metes of professional propriety.

And your respondent further says that it was by said agreement and in conformity with both his obligations

not the working of a dishonorable, vicious or unprofessional intent.

In order that the premises may appear more particularly and at large unto your Honors, the respondent begs leave to set forth in full the details of all of his transactions with the said Edward McC. Harbaugh, to which the said charges relate, as follows:

*Saturday* On ~~Monday~~ the seventh day of July 1900, *Mr. Quinn* the partner of this respondent informed him that he had learned of the death of a Mr. Harbaugh in Baltimore City, that the deceased had left a brother residing in Springfield in the State of Illinois; that he had sent two telegrams, one to a certain address in the City last mentioned, and another to the Chief of Police thereof, inquiring for the brother in question. His said partner further stated that he was going to Rehobeth Beach, with his sick wife, and requested that your respondent remain at the office to receive any replies that might come to either of his telegrams. Later in the day your respondent received a telegram from the Chief of Police of Springfield, aforesaid, saying that Edward McC. Harbaugh, the brother of the deceased, was living on a farm in Sangamon County, Illinois. On the following Monday your respondent received a telegram from the said Edward McC. Harbaugh dated Springfield, Ill. July 9, 1900, and as follows: "I am here; will be here till seven A.M. tomorrow. What is wanted."

Mr. Quinn returned to Baltimore about one o'clock of the day last named, and after a conference with each other, it was decided by him and your respondent to speak to Mr. Harbaugh over the long distance telephone, and they telegraphed him, accordingly, to call them up at their expense, which he did about four o'clock on the same afternoon. Mr. Quinn, after some difficulty, succeeded through various questions in fairly identifying him as the brother of the deceased Harbaugh. He then told him of the recent death of his brother, but as it was impossible for them to clearly understand each other, it was agreed by them that a member of the firm of Quinn and Winternitz should leave Baltimore for Springfield that night, in order to meet Mr. Harbaugh there as soon as possible. It was thereupon determined that your Respondent should go to meet this engagement.

Your Respondent had earlier during the same day gone to the Orphans' Court of Baltimore City to learn what he could in reference to the amount and nature of the estate. From the records of the proceedings of the said Court he discovered that letters of Administration on the estate had been granted to Doctor Caspar F. Jones and that he had given bond in the sum of \$3000. From this your respondent judged that the estate was worth about \$1500. Your respondent next examined the records of the Court for an inventory, but none had as yet been filed. There being nothing to disclose to your re-

spondent the nature of the estate, he applied to Mr. Edmund J. McGraw, one of the appraisers of the Court for information as to what the estate consisted of--Mr. McGraw then informed your respondent that he had appraised two houses on North Arlington Avenue in Baltimore City at a valuation of \$600. each, and some personal property to the extent of about \$75. These appraisments accounting for about \$1275., your respondent inferred that there was in addition cash to the amount of \$300. more or less. This is all the information which your respondent then possessed regarding the estate of the deceased Harbaugh.

Subsequently, the said Edmund J. McGraw having informed your respondent that he knew the surviving brother of the deceased Harbaugh, having met him when he was in Baltimore in 1896--your respondent asked said McGraw whether he would accompany him to Springfield to identify the person whom they believed to be the said surviving brother; to which the said McGraw, after some urging and the arrangement of a proper compensation for his services in the respect mentioned, assented. That night the said McGraw and your respondent with absolutely no more knowledge or further intimation of the value of the estate in question than that given above, left Baltimore for Chicago. On Tuesday night, July 10th., said McGraw and your respondent reached Chicago, which at 11 o'clock of the same night they left for Springfield, arriving at the latter

City the following morning, to wit, Wednesday July 11. Repairing to the address in Springfield which had been given by Mr. Harbaugh to Mr. Quinn, your respondent was there informed by one Hawkins a stepson of said Harbaugh that the latter, not expecting your respondent until Thursday, had gone to Mechanicsburg. Thereupon, your Respondent, not wishing to lose a day unnecessarily, hired a team and although it was an extremely hot mid-summer's day drove with said McGraw and Hawkins from Springfield to Mechanicsburg, a distance of some fifteen miles. Arriving there, it was discovered that Harbaugh had shortly before left for Springfield and your respondent with his companions were under the necessity of driving back to Springfield which they reached between two and three o'clock in the afternoon. Mr. McGraw recognized said Harbaugh immediately upon seeing him in Springfield. The said Harbaugh then accompanied your respondent and Mr. McGraw to the Leland Hotel. Your respondent then informed the said Harbaugh regarding all the circumstances of his brother's death and estate, as far as he knew the same at that time, and advised him particularly of the value, nature, and status of the estate as he had learned the same from the records of the Orphans' Court of Baltimore City as hereinbefore recited. He also told the said Harbaugh that, upon the facts as then known, he the said Harbaugh would have a right to have the letters which had been granted to Dr. Jones revoked and to have the same issued to himself. Your respondent then suggested to the said Har-

baugh, that, inasmuch as it would be two days or more ere they could reach Baltimore, and inasmuch as said Harbaugh had stated that he would neither care nor be able to remain long in Baltimore, it would be well for him to execute a power of attorney authorizing either Mr. Quinn or your respondent to act as his attorney in fact in his lieu and stead in reference to matters connected with the estate of his late brother; that this power of attorney could then be at once forwarded to Mr. Quinn by mail with directions to stop any further or adverse proceedings in Baltimore by anyone in reference to said estate. Of this said Harbaugh fully and freely approved. The said power of attorney was thereupon duly drawn and executed in the presence of a Civil Magistrate, or Notary Public in the City of Springfield. It was read and considered by the said Harbaugh, and was freely and deliberately signed, acknowledged and delivered by him without any deceit, wrongful importunity, constraint or false or fraudulent inducement of any kind being used by your respondent, or by said McGraw or by any one else with regard to said Harbaugh. It was executed for the legitimate and honest purpose above described, namely, of protecting Harbaugh's interests until he and your respondent could get to Baltimore, and to meet the contingency of said Harbaugh being obliged to leave Baltimore before the estate was settled or closed, as he repeatedly stated at the time was highly probable, if not indeed certain. Immediately after its execution, the said power of attorney was forwarded by special delivery mail to Mr. Quinn and

simultaneously a telegram was sent to said Quinn informing him of said power of attorney and instructing him to stop all proceedings, as above stated.

On the evening of the same afternoon, the contract of employment of Quinn and Winternitz as Attorneys at Law for said Harbaugh was executed. The terms were arranged and decided upon by Mr. Harbaugh and this respondent, no one else being present or in any way assisting or participating in the same. Your respondent proposed that he and his partner should receive one-half of whatever Mr. Harbaugh should actually obtain and also be reimbursed their expenses. This proposition Mr. Harbaugh rejected saying that it was "too much" After considerable discussion Mr. Harbaugh said--- If the estate is only a small one, I would not want to give you so much as one-half. If it only consists of two houses, some personal property, and a few hundred dollars in cash, I think it would be fair to pay you as a fee 15% for your services and for locating me, and also to repay you your expenses. This your respondent said was not enough for himself and his partner, considering all their labor and trouble, and the time, expense etc., which they had risked. The possibilities of a will, a wife, a child, or of debts appearing were also considered in said conversation. Finally, Mr. Harbaugh said that if the estate consisted of only two houses and five hundred dollars in money, Quinn and Winternitz should receive only 15% and their expenses; but if the estate

consisted of more than that amount they should to receive 50%. Ultimately, your respondent accepted the last ~~named~~ ~~proposition~~, and committed the same to writing; he then read and handed it to Mr. Harbaugh who in his turn read it carefully. He then asked your respondent particularly regarding the effect of the word "provided" contained in the agreement, which effect your respondent fully and properly explained to him. Mr. Harbaugh then expressed himself as being perfectly satisfied with the agreement and signed it in the presence of the clerk of the Leland Hotel, who attested his said signature. And your respondent avers that the said Edmund J. McGraw had nothing whatever to do with the making of said contract, and upon the information and belief of your respondent never spoke a word or did anything at all to procure or induce the execution of the same, or to formulate or influence the conditions thereof. The said agreement is filed herewith marked "Respondent's Exhibit W." <sup>no-1.</sup> and prayed to be taken as part hereof.

And your Respondent shows unto your Honors that this agreement was the initial step in their employment as Counsel of said Harbaugh and provided the terms upon which they consented to become his counsel..

Late that night, said Harbaugh, ~~his son~~, said McGraw and your respondent left Springfield for Chicago and Baltimore. Your respondent advanced all the expenses of said Harbaugh ~~and his son~~ for said journey. Arriving at

Baltimore on the evening of Friday July 13, 1900, your respondent having been very sick during the trip from Chicago to Baltimore, went at once to his home. He met the said Harbaugh at his law office the following morning at eleven o'clock. Having learned that Mr. Olin Bryan was counsel for Dr. Jones, the Administrator, your respondent went at once to his office to confer with him. While there, Dr. Jones the Administrator came in and Mr. Bryan introduced your respondent to him, as your respondent had never seen him before this occasion. Dr. Jones then at the request of your respondent gave him a full account of the estate, which as your respondent was then for the first time informed consisted of some \$700. in gold, \$10000, in bank, the two houses and the personal property. Your respondent also then learned that one Hemling, a resident of this City, and a cousin of the deceased Harbaugh, had filed a petition in the Orphans' Court asking to be appointed Administrator of the estate in place of Dr. Jones whose removal he prayed. The petition your respondent also learned was set down for hearing on the ensuing twentieth of July. Your respondent at once communicated all these facts and circumstances to Mr. Harbaugh, especially the said details regarding the full value and assets of the said estate. Mr. Harbaugh thereupon declared that it would be impossible for him to remain in Baltimore for any length of time, inasmuch as his wife was sick and required his presence at home, and as moreover he had business or work to attend to which no one could discharge

but himself; that he could not remain in Baltimore to contest either the Henling<sup>l</sup> petition or to go through any litigation or controversy with Dr. Jones; that he wanted as quick a settlement of the estate as could be obtained in order that he might take all that he could <sup>secure</sup> obtain to Springfield with him as soon as possible.. Influenced by Mr. Harbaugh's repeated and insistent declarations to this effect, as well as by various other considerations of less note which will be given at the hearing of this case, your respondent and Mr. Harbaugh determined to try to make an advantageous agreement with Dr. Jones, whereby he might be retained as administrator, settle the estate at once, as far as possible, himself assuming the risk of will, heir, widow or debts, and all other contingencies, and enabling Harbaugh to return home immediately with a substantial portion of his deceased brother's estate securely in his possession.

Pursuant to that end, your respondent returned to Mr. Bryan's office and there discussed the subject last referred to with Mr. Bryan and Dr. Jones. They said they would like to consider the matter, and that your respondent should return later..

*to Mr. Bryan's office*

Your respondent afterwards returned, and after some discussion, Dr. Jones agreed to accept one thousand dollars for his services as administrator, and five hundred dollars as a fee for his counsel.. Your respondent tried

to induce Dr. Jones to accept \$600. and afterwards \$800. but as he adhered to the sum he had named, to wit, One thousand dollars, your respondent replied that he could not give a definite answer until he had conferred with Mr. Harbaugh upon the subject, and thereupon he proceeded to his office and laid the said proposition before Mr. Harbaugh, informing him that your respondent would be willingly fight the case thoroughly in his behalf, but that in order to do so he, Harbaugh, would be obliged to remain in Baltimore for a short while. Said Harbaugh reiterated his objection to remaining in this city and the circumstances which necessitated his being in Springfield and Mechanicsburg as aforesaid, and also moved by the possibility of new and unexpected developments as aforesaid, shortly afterwards, he directed your respondent to accept the terms proposed by Dr Jones, if no better ones could be had. Returning to Mr. Bryan's office and finding that no better terms could be made with Dr. Jones and Mr. Bryan, your respondent agreed to their proposition aforesaid. Mr. Bryan thereupon said that he would ask Harbaugh to sign a petition praying that Dr. Jones be retained as administrator.

On Monday following, your respondent went to Mr. Bryan's office for the petition last above referred to, whereupon Mr. Bryan said he thought it proper that said Edward McC. Harbaugh be duly identified in his office.

Your respondent thereupon returned to his office, whence he conducted said Harbaugh to the office of Mr. Bryan, when he was properly identified; there, also, Dr. Jones explained in detail to said Harbaugh the nature and value of the estate, and Senator Bryan read and explained to him in the presence of Dr. Jones, said Harbaugh's son, and your respondent, the petition asking that Dr. Jones be retained as administrator, which the said Edward McC. Harbaugh freely assented to and declared himself desirous of signing. Mr. Bryan then requested that Mr. Harbaugh sign and make affidavit to it, both of which were done by Mr. Harbaugh, and the said petition was subsequently filed in the Orphans' Court..

And your respondent affirms to this Honorable Court that the said agreement with said Jones as to the payment of said \$1000. for his services as Administrator in the settlement of the estate, and of \$500. as a fee for his counsel, and also the execution of said petition were the free and deliberate acts of said Harbaugh with a full knowledge of all the facts and circumstances appertaining to the subject matters of said agreement and petition, and <sup>that</sup> neither of the same was procured or induced by suppression of fact or truth, or by deception in any particular or form, or by fraud, constraint or duress of any kind, and that if the advice which your respondent gave to him at the time was not proper advice, or not the best that could have been given, such circumstance is due

entirely to errors of judgment and not to wrongful motives.

And your respondent shows that the commissions which would in all probability have been allowed by the Orphans' Court to said Jones as administrator for administering and settling said estate would have exceeded said sum of \$1000., and would have been within about two hundred dollars of the whole sum which was allowed to said Jones and his counsel under said agreement between them and Harbaugh.

And a certified copy of the said petition is filed herewith marked "Respondent's Exhibit W. No. 2" and prayed

to be taken as part hereof. *and a certified copy of said petition of said Harbaugh is also filed herewith marked "Respondent's Exhibit W No 3" and prayed to be taken*  
Subsequently Dr. Jones, Administrator, in accordance with the agreement as aforesaid proceeded to distribute to the said Edward McC Harbaugh the cash on his hands, *and the costs of administration and* and having deducted the \$1500. to which he and his counsel were entitled under said agreement, he paid over to the order of Quinn & Winternitz for the said Harbaugh two checks one of \$8700..and another of \$500. for which the said Harbaugh freely, voluntarily, with full knowledge of every detail of the estate and its assets, and without wrongful, improper or fraudulent inducement or influence of any kind from any source, executed a release to the said Dr. Jones, Administrator, a copy of said release marked "Respondent's Exhibit W. No. 4" being filed herewith, and prayed to be taken as part hereof.

That of said \$9200. so paid over by said Jones, Administrator, your respondent and his partner Augustin J. Quinn, retained one-half and their expenses amounting to \$300., in strict and rightful accordance with their agreement with said Harbaugh; and also the sum of \$250. as security for their interest in that part of the estate which remained undistributed, consisting as far as they then knew chiefly of the two houses valued at twelve hundred dollars, any purchaser or assignee of which from said Harbaugh might take title without notice of the claim of said Quinn & Winternitz in and to the same by virtue of their said contract, and thereby be enabled to defeat said claim; the other half of said \$9200. less said expenses and \$250. was paid to said Harbaugh.

The following day Mr. Harbaugh left Baltimore to go to his home in Illinois; and before leaving he cordially shook the hand of your respondent and thanked him repeatedly for what he had done for him. Subsequently, your respondent learned that there were some watches in the possession of the administrator, and believing that they would not bring much at public auction, he obtained them from the administrator and expressed them to Mr. Harbaugh. Mr. Harbaugh thereupon sent your respondent a letter acknowledging the receipt of the watches, and again thanking him for all that he had done. At the same time your respondent received another letter from said Harbaugh which had, as the postmark upon the envelope

of the same indicated, been mailed a few hours after the mailing of the first letter, and in which he accused your respondent of swindling and defrauding him, and threatening if a certain sum were not refunded to him to institute an investigation. Your respondent promptly sent him a highly indignant response, denying his charges, <sup>and</sup> asserting that he had been fairly dealt with throughout the whole transaction, and in strict accordance with the agreement which he had made, which said letter concluded with this paragraph: "As far as our contract is concerned I do not intend to deviate from it one iota. You are old enough to know that when you sign an agreement you are expected to live up to it. The object in getting you to sign such a contract was for the purpose of holding you, which we intend to do. All we desire to know from you is whether you desire to repudiate your contract, for if you do, we will then know what steps to take to compel you to abide by its terms. You are at liberty to make any investigation you desire, as we have nothing to fear, for what we did was strictly in accordance with the agreement."

And your respondent says that all his dealings and transactions with said Harbaugh were honest, just, upright and in accordance with professional honor, and that he did not take any advantage of said Harbaugh in any respect, and that everything that was done was with his full knowledge of the facts and his free consent in every instance; that during the whole of Harbaugh's stay in

Baltimore, as above described, he never questioned the validity or fairness of said contract, or expressed the least dissatisfaction with the same, but accepted the settlement thereunder and ratified and **confirmed** it in various ways. And your respondent avers that the said Harbaugh knew ~~just~~ <sup>fully</sup> as much about his brother's estate and his rights in respect thereto, when he signed the petition and release <sup>and accepted the settlement</sup> hereinbefore referred to, as he knows to-day; and that <sup>^</sup> your respondent gave him at all times clear, explicit and complete advice regarding his rights in reference to the said estate, withholding from him no information concerning his said rights or the said estate, which it was his duty to give to him..

Wherefore answering separately the several charges against him exhibited and preferred, your respondent says:

(1) As to the accusations contained in paragraph one of said charges, that he is not guilty of the same, and that the said Edmund J. McGraw therein referred to did not assist said Quinn & Winternitz in obtaining the power of attorney or the agreement therein referred to, except to identify said Harbaugh at Springfield, as aforesaid; that said power of attorney and agreement were not obtained by misrepresentation, deception and fraud or by either of the same, that said agreement was not unconscionable, nor under the circumstances of the case, as they then appeared to all the parties, can the agreement be considered

as unreasonable.

(2) And as to the accusations contained in paragraph two of said charges, he denies all of the same, and represents that the agreement with the administrator in said paragraph was the agreement of Harbaugh to which the said Quinn & Winternitz gave their assent; that they practiced no misrepresentation upon said Harbaugh, nor did they conceal any facts from him or fail to advise him of the law of his rights with reference to said agreement with said Administrator, or with reference to his deceased brother's estate; and that said Quinn and Winternitz did not know at the time of said transactions, nor do they now know that the agreement of the said Harbaugh that the administrator should be allowed to retain the sum aforesaid of \$1,000 for his services, and the sum of \$500. as a fee for his counsel, or in fact any other sum or sums which said Harbaugh might have seen fit to stipulate for in the respects mentioned, is "contrary to the statute law and the decisions of the Court of Appeals of this State."

(3) And as to the accusations contained in paragraph three of said charges, your respondent denies them in toto, and asserts that he and his partner Quinn did not fraudulently conceal or retain one penny of the <sup>monies</sup> ~~monies~~ distributed to them for said Edward McC. Harbaugh, but that the sum of money which they retained was retained in just conformity with their agreement and their lawful rights

there <sup>under</sup> ~~was~~ as aforesaid..

(4) And as to the accusations contained in paragraph four of said charges, your respondent denies them in toto, and he avers that at no time during the relationship of attorney and client between Quinn and Winternitz and said Edward McC. Harbaugh, did they fraudulently or <sup>or either of them</sup> wrongfully withhold from said Harbaugh professional advice concerning his rights and interests in the administration of the estate of his deceased brother, or by misrepresentation, deception or concealment of material facts so control or influence his mind as to deprive him of free, intelligent and independent judgment or induce him to sign and make affidavit to papers in the case referred to in said charges; and your respondent again denies that said Quinn and Winternitz by any false or fraudulent devices whatsoever deprived him of any money of said estate to which, as distributee he was lawfully entitled.

(5) And as to the accusations contained in the fifth paragraph of said charges, your respondent denies that they practiced any wrong upon the said Edward McC. Harbaugh, or that they at any time employed any misrepresentation, deception, collusion or fraud in their dealings with him, or that they have been culpable of any acts of personal or professional dishonor, or of conduct which is calculated to discredit or lessen the dignity of the profession of law.

In conclusion your respondent shows unto your Honors, that he has always borne in this community and at the bar a reputation for integrity and honesty, which has never before been assailed; that he has received from many good and worthy citizens of Baltimore expressions of unshaken confidence in his character and honor <sup>in spite</sup> ~~respect-~~ <sup>of</sup> the charges which have been so groundlessly made against him, and that these expressions of confidence in your respondent in the form of a testimonial are herewith respectfully filed with this answer as part hereof.

And having answered the said charges your Respondent prays to be hence dismissed with his reasonable costs in this behalf most wrongfully sustained.

And as in duty bound etc.

Charles Winternitz Isaac Loh Strauch  
Solicitor for Charles Winternitz  
State of Maryland, City of Baltimore, Set.

I hereby certify that on this 5<sup>th</sup> day of December 1900 before me the undersigned, a Justice of the Peace in and for the State and City aforesaid, personally appeared Charles Winternitz, the above Respondent, and made oath in due form of law that the matters of and facts set forth in the foregoing answer are true.

William Emory J.P.



The COURT : (HARLAN, C. J.) We will very briefly indicate the conclusions of the Court on the motion to quash. Our conclusions are :

FIRST : That the pendency of the equity case of Harbaugh vs. Quinn and Winternitz, etc., Circuit Court No. 2, is not a sufficient ground for sustaining the motion to quash ;

SECOND : That as to the act of assembly under which the Orphans' Court preferred these charges, the Court deems it to be its duty to resolve any doubt respecting the constitutionality of this act in its favor, and if the act is susceptible of two constructions, one of which would make the act unconstitutional, and one constitutional, to adopt that which will sustain the act. In our judgment the act does

and in case it does not amount  
to that much then they are only  
to receive fifteen per cent what  
is coming to me including ex-  
penses for making the trip to  
Illinois and whatever sum or  
sums they may spend in my  
behalf for railroad fare, board  
and money advanced me  
whilst in Baltimore, Maryland.  
And I direct the administrator or  
executor of my deceased brother  
who ever he or they may be to  
pay to the said Quinn and  
Uinternity the amounts and  
percentage above specified  
when distribution is made.

Witness my hand and seal  
this 11th day of July, 1900.

Seal

for locating me, fifteen percent  
of the proceeds realized from  
two pieces of leasehold property  
in the City of Baltimore which  
belonged to my deceased brother  
Charles Leonard W. Harbaugh, who  
died intestate or testate and of  
which I am heir. And in  
addition I agree to pay them  
one half of whatever money,  
stocks, bonds or other property  
my said brother may have  
left and of which I am en-  
titled to according to law, provided  
the said money, stocks, bonds  
and other property amounts to  
at least five hundred dollars

The COURT : (HARLAN, C. J.) We will very briefly indicate the conclusions of the Court on the motion to quash. Our conclusions are :

FIRST : That the pendency of the equity case of Harbaugh vs. Quinn and Winternitz, etc., Circuit Court No. 2, is not a sufficient ground for sustaining the motion to quash ;

SECOND : That as to the act of assembly under which the Orphans' Court preferred these charges, the Court deems it to be its duty to resolve any doubt respecting the constitutionality of this act in its favor, and if the act is susceptible of two constructions, one of which would make the act unconstitutional, and one constitutional, to adopt that which will sustain the act. In our judgment the act does

Before the Supreme  
Bench of Baltimore  
City

---

In the matter of  
Charles Winternitz and  
Augustin J. Zimm etc.

---

Respondents Exhibit  
W. No. 1

---

Mr. Clerk:—

Please file,

Isaac Lake Straus.

---

Filed 6<sup>th</sup> Dec. 1900

LELAND HOTEL,  
NOBLE B. WIGGINS,  
PROPRIETOR

SPRINGFIELD, ILL., July 14 1900

I hereby agree to pay Augustine  
J. Quinn and Charles Winterboth,  
trading as Quinn and Winterboth,  
for professional services ren-  
dered and to be rendered and

Test:

Edward M<sup>o</sup> & Harbaugh

George H. Buel

Edw. M. & Harbaugh  
J. S.

IN THE MATTER OF : IN THE  
: :  
THE ESTATE OF : ORPHANS' COURT  
: :  
CHARLES L. HARBAUGH, DECEASED : OF BALTIMORE CITY.  
-----

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE PETITION of Harry A. Helmling, by Charles M. Kelly his attorney respectfully shows:

FIRST. That Charles L. Harbaugh a cousin of Harry A. Helmling, your Petitioner died intestate on or about the second day of July, 1900, in the City of Baltimore, in the State of Maryland.

SECOND. That the said Charles L. Harbaugh left surviving him no mother, father, widow, child or children, brothers or sisters, but left your petitioner in this case, and certain other parties his next of kin and heirs at law, that the said Charles L. Harbaugh is said to have had a brother living somewhere in the State of Illinois but that said brother has not been seen or heard from for several years, and would legally be presumed to be dead, that the mother of your petitioner, was a Miss Rebecca E. Harbaugh, before her marriage to the father of your petitioner and was a first cousin to Charles L. Harbaugh the intestate, the said mother of this petitioner died several years since, that your petitioner is the next of kin upon the paternal side of the intestate and there are no relations nearer than he in degree upon the paternal or maternal side:

THIRD. That on the sixth day of July, 1900, Caspar F. Jones, who bears no relation to the intestate, and

Before the Supreme  
Bench of Baltimore  
City

---

In the matter of  
Augustin J. Quinn  
and Charles Wintermuth  
etc.

---

Respondent's Exhibit  
2. no. 2

---

Mr. Clerk!—  
Please file,  
Isaac Lobe Strauss

---

Filed 6" Dec. 1901

Before the Supreme  
Bench of Baltimore City

In the matter of  
Augustin L. Quinn and  
Charles Wintemuth etc.

Respondent's Exhibit  
L. No. 3

Mr. Clerk:—

Please fill,

Isaac Zobe Strauss

Filed 6<sup>th</sup> Dec. 1901

IN THE MATTER OF	:	BEFORE THE
	:	
THE CHARGES AGAINST	:	
	:	
AUGUSTIN J. QUINN and	:	SUPREME BENCH
	:	
CHARLES WINTERNITZ,	:	
	:	
copartners trading as	:	OF
	:	
QUINN & WINTERNITZ	:	
	:	
Attorneys at Law.	:	BALTIMORE CITY.

-----

TO THE HONORABLE, THE JUDGES OF THE

SUPREME BENCH OF BALTIMORE CITY:

The Answer of Augustin J. Quinn to the charges against him in this Honorable Court exhibited respectfully shows:

That denying the said charges, all and singular and affirming himself to be innocent of all misconduct or wrong doing in reference to the matters referred to in the same your respondent begs respectfully in the beginning to submit to this Court that according to his information and belief the agreement entered into by his partner Charles Winternitz on behalf of the firm of Quinn & Winternitz with Edward McC. Harbaugh at Springfield, Ill., on July 11th., 1900 and referred to in said charges was fairly, freely and honestly entered into by the parties thereto, that it was not induced or effected in any manner whatsoever by concealment, equivocation, misrepresentation or fraud of any sort or degree; that when it was entered into there was no relation of attorney and

client existing between Messrs. Quinn and Winternitz and the said Edward McC. Harbaugh, but that the said parties dealt with each other wholly free from the special obligations which characterize the said status of attorney and client and totally unaffected by the jealous and vigilant rules of the law applicable to transactions between parties within that relationship; that thus dealing with each other at arms' length, Mr. Winternitz as the representative of his firm and the said Harbaugh, as a free agent above the age of twenty-one years, had an absolute right to make any agreement which they saw fit to make, and that such a contract executed by the parties, in the absence of fraud or duress, is a lawful and binding instrument, whose terms no Court, either of law or equity, will inquire into, alter or annul, and which will be left to validly operate according to its provisions in reference to the matters to which it pertains. And your Respondent avers, upon information and belief, that in no way was the said Edward McC. Harbaugh misled, misinformed or deceived in reference to the matters and things to which said agreement referred, or by falsehood, fraud or force induced to enter into said agreement, <sup>but that,</sup> ~~and~~ contract deliberately, intelligently and freely.

And your respondent further represents to this Honorable Court that under all the circumstances of the case as they appeared to all the parties at the time when the said contract was signed by said Harbaugh, the same was

not, and is not now to be regarded as improper, unjust or extortionate, or unprofessional in any sense or manner; but that, decidedly to the contrary, considering, from the point of view of the parties at that time, all the circumstances of the existing situation --- the expenses which Quinn & Winternitz had incurred, the exertions they had made, the time they had devoted, the possibilities, if not probabilities, that a will might be discovered, that a wife or child of the deceased might appear as claimants, that debts might present themselves against the estate and that the estate itself, as far as then known, was and would prove to be quite a limited one, the Orphans' Court having fixed the Administrator's bond at only \$3000. --- the agreement in view of all these things cannot be contemplated from said point of view otherwise than as fair, reasonable and entirely within the metes of professional propriety.

And your respondent further says that it was by said agreement and in conformity with both his obligations and his interest thereunder --- which said interest of your respondent was coincident with the interest of said Harbaugh --- that all of your respondent's acts and dealings with said Harbaugh in reference to the estate of his deceased brother were rightfully, honestly and unexceptionably governed, and this respondent respectfully refers the Court to the said agreement filed with the Answer of his partner, Charles Winternitz, to the charges

preferred against him in this proceeding, marked "Respondent's Exhibit W. No. 1", which said agreement this Respondent prays may be taken as part of this answer.

And so your respondent represents here, generally, regarding the other several papers and transactions referred to in said charges, to wit, the agreement of said Edward McC. Harbaugh with Doctor Caspar F. Jones, the administrator of the estate of C. Leonard Harbaugh, the petition executed by said Edward McC. Harbaugh praying that said Dr. Jones be retained as administrator, and the release executed by him for moneys received by him from said administrator, as distributee of the estate of his said deceased brother, and the settlement with him by your respondent and his partner, that they were all freely, considerately and advisedly entered into, executed and performed by said Edward McC. Harbaugh, without any concealment, misrepresentation, fraud or duress of any sort practiced upon him by your respondent, or his said partner or by any of the parties to said documents or transactions; and that if in respect to any of said matters or transactions your respondent gave to the said Edward McC. Harbaugh any advice, which this tribunal, in its judgment, is of the opinion should not have been given, such advice was altogether an error of judgment and not the working of a dishonorable, vicious or unprofessional intent, ~~and~~ <sup>and</sup> your respondent respectfully begs leave to show to the Court all the circumstances of his dealings with the said

Edward McC. Harbaugh, to which the said charges relate, as follows:

On Friday July 6, 1900, this respondent was informed by one William F. Jubb of this city that a man by the name of Harbaugh had been found dead in his house on South Arlington Avenue, and that he died possessed, as he Jubb thought of two houses in the neighborhood, and had left a brother surviving him who resided in the State of Illinois; that the following day this respondent informed his partner, Mr. Winternitz, of the information given him by said Jubb, and sent two telegrams, one to the Chief of Police in Springfield, Ill., and the other to Edward McC. Harbaugh, the surviving brother of the deceased Charles Leonard Harbaugh, at an address in Springfield, Ill., <sup>the</sup> telegram to said Chief of Police being an inquiry as to the whereabouts of said Edward McC. Harbaugh.

Your respondent then requested his partner, Mr. Winternitz, to <sup>a</sup>wait and reply to either of these telegrams, inasmuch as this respondent was about to leave Baltimore to join his sick wife at Rehobeth Beach. Your respondent accordingly left Baltimore on said Saturday, July 7th., and returned to Baltimore on the following Monday, when he learned that Mr. Winternitz had received two telegrams in reply to those which your respondent had sent as aforesaid; one of said telegrams was from the Chief of Police of Springfield advising your respondent that the said Edward McC. Harbaugh was residing on a farm in Sangamon County,

Illinois, and the other of said telegrams was from said Edward McC. Harbaugh saying that he was in Springfield where he would remain until 7 A.M. the following morning. Mr. Winternitz had on that morning, to wit, Monday July 9th. learned from the records of the Orphans' Court, and from the Appraiser thereof, that the value of the estate left by the deceased Harbaugh was about \$1500., consisting of two houses on South Arlington Avenue, valued at \$600. each, some \$75. worth of personal property, and as the said Winternitz surmised, about \$300. in cash, and that one Dr. Caspar F. Jones had been appointed Administrator of said decedent's estate..

It was determined by this respondent and his said partner to speak to the said Harbaugh over the long distance telephone, and accordingly a telegram was sent to him requesting him to call up Messrs. Quinn & Winternitz by telephone sometime that afternoon.. Later in the day said Harbaugh called up said Quinn & Winternitz, and this respondent spoke to him over the <sup>tele</sup> phone, by means of various questions identifying him in a reasonable measure as the surviving brother of said deceased Charles Leonard Harbaugh. This respondent thereupon informed said Harbaugh of the death of his brother and of his estate, and of the fact that Dr. Jones had been appointed Administrator; but said conversation over said <sup>tele</sup> phone being frequently interrupted, indistinct and unsatisfactory, it was agreed by this respondent and Mr. Harbaugh that a member of the

firm of Quinn & Winternitz would leave Baltimore for Springfield that night in order to meet Mr. Harbaugh there as soon as possible.. It was afterwards decided that Mr. Winternitz should go to meet said Harbaugh.

Accordingly Mr. Winternitz, accompanied by Edmund J. McGraw, an appraiser of the Orphans' Court who was acquainted with the said Edward McC. Harbaugh having met him while he was in Baltimore a few years before, and who had agreed to go with Mr. Winternitz to Springfield for the purpose of identifying said Harbaugh, left Baltimore that night upon said journey..

This respondent shows that he knew nothing of the value of the estate of said deceased Harbaugh until Mr. Winternitz came from the Orphans' Court on said Monday, July 9th., and informed him that it was worth about \$1500., and that neither he nor the said Winternitz knew anything further of said estate or of the assets of the same, than as hereinbefore set forth.

During the absence of said Winternitz a power of attorney executed by said Harbaugh and constituting this respondent or his partner, Mr. Winternitz, to be his attorney in fact in reference to the estate of said deceased Harbaugh, and also a telegram advising this respondent of the transmission of said power of attorney, were received by him.

On Friday night, July 13th., Mr. Winternitz, Mr. McGraw and Mr. Harbaugh arrived in Baltimore from Illinois, and upon that occasion this Respondent was presented to Mr. Harbaugh, whom, a few minutes afterwards, he left at the depot, and did not see ~~him~~ again until the following morning. This Respondent avers upon information and belief that on said morning last mentioned, to wit, Saturday July 14th., his partner, Mr. Winternitz, having gone to the office of Mr. Olin Bryan the Counsel of Dr. Jones, the Administrator, and learned there from said Dr. Jones of the value and assets of the estate of the deceased Harbaugh, and of the fact that a petition had been filed by one Helmling, a cousin of said Harbaugh, asking that Dr. Jones be removed as Administrator, and that letters be granted to him, the said Helmling, as next of kin of said deceased, returned to the office of Quinn and Winternitz and informed Mr. Harbaugh of said value and assets of said estate, and of said petition of said Helmling, as he had learned of the same from said Administrator.

That said Harbaugh alleging that it was necessary for him to return as soon as possible to Springfield and Mechanicsburg, Illinois, inasmuch as his wife was in bad health, and that he had business duties to attend to at the last named places, which no one but himself could attend to, declared that he could not remain in Baltimore *either* to contest *either* the Helmling Petition or to conduct any litigation or go through any controversy with Dr. Jones, and that he wanted as quick and as immediate a

settlement of the estate as could be obtained in order that he might take with him to Springfield all that he could recover as soon as possible; ~~and~~ that accordingly it was decided by said Winternitz and said Harbaugh to endeavor to make an advantageous agreement with Dr. Jones, whereby he might be retained as Administrator, settle the estate at once, as far as possible, assuming upon his part the risk of a will of the deceased Harbaugh, or an heir, or a widow, or debts being presented, as well as all other contingencies, and enabling said Harbaugh to return home immediately, secure in the possession of a substantial share of his deceased's brother's estate.

With said end in view this respondent accompanied his partner, Mr. Winternitz, to Mr. Bryan's office and there discussed the subject last referred to with Mr. Bryan and Dr. Jones. After some discussion they said they would like to consider the matter in question and that your respondent or his partner should return later.

Your respondent shows that subsequently Mr. Winternitz returned to Mr. Bryan's office and there further discussed with them the said subject; that thereafter Mr. Winternitz having returned to the office of Quinn & Winternitz reported <sup>to said Harbaugh</sup> that Dr. Jones and Mr. Bryan had offered to accept the sum of \$1000. for Dr. Jones in consideration of his services in administering and settling said estate, and also the sum of \$500. as a fee for his counsel; that he, Winternitz, had tried to induce said Jones to accept

\$600., and afterwards \$800., but that he adhered to the sum he had named of \$1000., <sup>and</sup> ~~but~~ that he, said Winternitz, had refused to give a definite answer in reference thereto until he had conferred with Mr. Harbaugh upon the subject. Said Winternitz thereupon informed said Harbaugh that he and this respondent would willingly contest the case in his behalf, and that in order to do so, <sup>said</sup> Harbaugh would be required to remain in Baltimore for several days; said Harbaugh thereupon repeated his objection to remaining in said City and insisted that it was necessary for him to be in Springfield and Mechanicsburg as soon as possible, for the reason hereinbefore given; and said Harbaugh being influenced furthermore by the possibility of new and unexpected contingencies as aforesaid, as a result of said discussion, directed said Winternitz to accept the terms proposed by Dr. Jones if no better terms could be obtained. Mr. Winternitz thereupon returned to Mr. Bryan's office and made said agreement for said Harbaugh as aforesaid.

Your respondent shows that on the following Monday his partner, Mr. Winternitz, accompanied by said Harbaugh and his son went to the office of Mr. Bryan for the purpose of carrying out the arrangement above referred to, he further shows upon information and belief that at Senator Bryan's office said Harbaugh agreed to sign and file a petition asking for the retention of Dr. Jones as Administrator of his deceased brother's estate.

That on said Monday, said Harbaugh and Winternitz returned to this respondent's office and then and there said Harbaugh signed said petition which was subsequently filed in the Orphans' Court.

Your respondent shows that the said agreement with said Jones as to the payment of said \$1000. for his services as Administrator in the settlement of the estate and of \$500. as a fee for his counsel, and also the execution and filing of said petition were the free, voluntary and deliberate acts of said Harbaugh, with a full knowledge of all the facts and circumstances appertaining to the subject matters of said agreement, and that neither of the same was procured or induced by suppression of fact or truth, or by deception in any particular of form, or by fraud, constraint or duress of any kind, and that if the advice which your respondent or his partner gave to him at the time was not proper advice, or not the best that could have been given, such circumstance is due entirely to error of judgement and not to wrongful motives.

Your respondent shows that the commissions, which would have in all probabilities been allowed by the Orphans' Court to said Jones as Administrator for administering and settling said estate would have exceeded said sum of \$1000., and would have been within about \$200. of the whole sum which was allowed to said Jones and his counsel under said agreement.

A certified copy of the said petition of said Harbaugh is filed herewith marked "Respondent's Exhibit Q. No. 1" and prayed to be taken as part hereof; and a certified copy of the said petition of said Helmling is also filed herewith marked "Respondent's Exhibit Q. No. 2" and prayed to be taken as part hereof..

Subsequently Dr. Jones, Administrator, in accordance with the agreement as aforesaid proceeded to distribute to the said Edward McC. Harbaugh the cash on his hands, and having deducted the costs of said administration and the \$1500. to which he and his counsel were entitled under said agreement he paid over to the order of Quinn & Winternitz for the said Harbaugh two checks one of \$8700. and another of \$500. for which the said Harbaugh freely, voluntarily, with full knowledge of every detail of the estate and its assets, and without wrongful, improper or fraudulent inducement or influence of any kind from any source, executed a release to the said Dr. Jones, Administrator, a copy of said release marked "Respondent's Exhibit Q. No. 3" being filed herewith, and prayed to be taken as part hereof.

That of said \$9200. so paid over by said Jones, Administrator, your respondent and his partner Charles Winternitz, retained one-half and their expenses amounting to \$300., in strict and rightful accordance with their agreement with said Harbaugh; and also the sum of \$250. as security for their interest in that part of the estate

which remained undistributed, consisting as far as they then knew chiefly of the two houses valued at twelve hundred dollars, any purchaser or assignee of which from said Harbaugh might take title without notice of the claim of said Quinn & Winternitz in and to the same by virtue of their said contract, and thereby be enabled to defeat said claim; the other half of said \$9200. less said expenses and \$250. was paid to said Harbaugh.

The following day Mr. Harbaugh left Baltimore to go to his home in Illinois; and before leaving he expressed himself as satisfied with the conduct and services of Quinn and Winternitz, as aforesaid, and with his settlement in the case. Mr. Harbaugh afterwards sent to Mr. Winternitz a letter acknowledging the receipt of certain watches, and again thanking him for all that he had done. At the same time said Winternitz received another letter from said Harbaugh which had, as the postmark upon the envelope of the same indicated, been mailed a few hours after the mailing of the first letter, and in which he accused said Winternitz of swindling and defrauding him, and threatening if a certain sum were not refunded to him to institute an investigation. Said Winternitz promptly sent him a highly indignant response, denying his charges and asserting that he <sup>said Harbaugh</sup> had been fairly dealt with throughout the whole transaction, and in strict accordance with the agreement which he had made, which said letter concluded with this paragraph: "As far as our contract is concerned

I do not intend to deviate from it one iota. You are old enough to know that when you sign an agreement you are expected to live up to it. The object in getting you to sign such a contract was for the purpose of holding you, which we intend to do. All we desire to know from you is whether you desire to repudiate your contract, for if you do, we will then know what steps to take to compel you to abide by its terms. You are at liberty to make any investigation you desire, as we have nothing to fear, for what we did was strictly in accordance with the agreement".

And your respondent says that all his dealings and transactions with said Harbaugh were honest, just, upright and in accordance with professional honor, and that he did not take any advantage of said Harbaugh in any respect, and that everything that was done was with his <sup>paid Harbaugh's</sup> full knowledge of the facts and his free consent in every instance; that during the whole of Harbaugh's stay in Baltimore, as above described, he never questioned the validity or fairness of said contract, or expressed the least dissatisfaction with the same but accepted the settlement thereunder and ratified and confirmed it in various ways. And your respondent avers that the said Harbaugh knew fully as much about his brother's estate and his right in respect thereto, when he signed the petition and release and accepted the settlement hereinbefore referred to, as he knows to-day; and that said Quinn and Winternitz gave him at all times clear, explicit and complete advice

regarding his rights in reference to the said estate, withholding from him no information concerning his said rights or the said estate, which it was their duty to give him.

Wherefore answering separately the several charges against him exhibited and preferred, your respondent says;:

(1) As to the accusations contained in paragraph one of the said charges that he is not guilty of the same, and that the said Edmund J. McGraw therein referred to did not assist said Quinn & Winternitz in obtaining the power of attorney or the agreement therein referred to, except to identify said Harbaugh at Springfield, as aforesaid; that said power of attorney and agreement were not obtained by misrepresentation, deception and fraud or by either <sup>no</sup> of the same, that said agreement was not unconscionable, nor under the circumstances of the case, as they then appeared to all the parties, can the agreement be considered as unreasonable.

(2) And as to the accusation contained in paragraph two of said charges, he denies all of the same, and represents that the agreement with the administrator in said paragraph was the agreement of Harbaugh to which the said Quinn & Winternitz gave their assent; that they practiced no misrepresentation upon said Harbaugh, nor did they conceal any facts from him or fail to advise

him of the law or of his rights with reference to said agreement with said Administrator, or with reference to his deceased brother's estate; and that said Quinn and Winternitz did not know at the time of said transactions, nor do they now know that the agreement of the said Harbaugh that the administrator should be allowed to retain the sum aforesaid of \$1,000 for his services, and the sum of \$500. as a fee for his counsel, or in fact any other sum or sums which said Harbaugh might have seen fit to stipulate for in the respects mentioned, is "contrary to the statute law and the decisions of the Court of Appeals of this State".

(3) And as to the accusations contained in paragraph three of said charges, your respondent denies them in toto, and asserts that he and his partner <sup>Hustwitz</sup> Quinn did not fraudently conceal or retain one penny of the moneys distributed to them for said Edward McC. Harbaugh, but that the sum of money which they retained was retained in just conformity with their agreement and their lawful rights therein as aforesaid.

(4) And as to the accusations contained in paragraph four of said charges, your respondent denies them in toto, and he avers that at no time during the relationship of attorney and client between Quinn and Winternitz and said Edward McC. Harbaugh, did they fraudently or wrongfully withhold from said Harbaugh professional advice concerning his rights and interests in the adminis-

tration of the estate of his deceased brother, or by misrepresentation, deception or concealment of material facts so control or influence his mind as to deprive him of free, intelligent and independent judgment or induce him to sign and make affidavit to papers in the case referred to in said charges; and your respondent again denies that said Quinn and Winternitz by any false or fraudulent devices whatsoever deprived him of any money of said estate to which, as distributee he was lawfully entitled.

(5) And as to the accusations contained in the fifth paragraph of said charges, your respondent denies that they practised any wrong upon the said Edward McC. Harbaugh, or that they at any time employed any misrepresentation, deception, collusion or fraud in their dealings with him, or that they have been culpable of any acts of personal or professional dishonor, or of conduct which is calculated to discredit or lessen the dignity of the profession of law.

In conclusion your respondent shows unto your Honors that he has always borne in this community and at the bar a reputation for integrity and honesty, which has never before been assailed; and that the charges presently urged against him are wholly groundless and unjust.

And having answered the said charges your Respondant prays to be hence dismissed with his reasonable costs in this behalf most wrongfully sustained.

And as in duty bound etc. *Augustin J. Lum* 17. *Isaac S. Shaug*  
*Sol. for Augustin J. Lum*

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this *11<sup>th</sup>* day of December, in the year nineteen hundred, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for the City aforesaid, personally appeared Augustin J. Quinn and made oath in due form of law that the matters and facts stated in the foregoing Answer are true as therein set forth.

William Emory

J.P.

XX

BEFORE THE SUPREME BENCH  
OF BALTIMORE CITY.

XX

IN THE MATTER OF THE CHARGES  
AGAINST AUGUSTIN J. QUINN and  
CHARLES WINTERNITZ, copartners  
trading as QUINN & WINTERNITZ.

XX

ANSWER OF AUGUSTIN J. QUINN.

XX

Mr. Clerk:

Please file etc.

*Isaac Loh Shuman*

Solr. for Aug J. Quinn.

*Filed 6" Dec. 1900*



In the  
Augustine Linn  
and  
Charles Wintermuth

Before the  
Supreme Court  
of  
Baltimore City.

Mr. Clerk,  
Enter our appearance  
for the Bar Association of Baltimore City,  
as amicus curiae, in this matter.

Archd. Sec. Brown  
Charles J. Bonaparte.

In Re  
Augustine Linn  
and  
Charles Wintermuth

\_\_\_\_\_

over to enter  
the appearance of  
Archd. Sec. Brown  
and  
Charles J. Bonaparte  
for the Bar Assn.  
of Baltimore City,  
as amicus curiae,  
in this matter.

Mr. Clerk  
Charles J. Bonaparte  
1813.  
1813.

Feb 16<sup>th</sup> April, 1801

IN RE ( BEFORE THE SUPREME BENCH  
)  
QUINN & WINTERNITZ ( OF BALTIMORE CITY.

---

TO THE HONORABLE, THE JUDGES OF THE SUPREME BENCH: -

The Respondents in this case, as an additional reason why your Honors should quash these proceedings and discharge the rule laid against them, allege :

As will appear from the record in the Circuit Court No. 2 of Baltimore City , Case 4949 A , on February 9th, 1901, Edward McC. Harbaugh, the prosecuting witness in this proceeding, filed a bill in Equity against these Respondents, Caspar F. Jones, Olin Bryan and others, alleging that the transaction here being enquired into was fraudulent and that he was entitled to recover from these Respondents the sums of money paid them for fees in said transactions.

On March 16th, 1901, these Respondents filed their answer in said proceedings stating the facts fully and at large and asserting their right to retain said sum of money. And these Respondents further show unto your Honors that that case is still pending and undecided. Allof which will appear from the records of the original proceedings in said cause.

*W. L. Mackay*  
*L. H. Straub*  
*W. T. Ryan*  
*For Respondents*

---

In Supreme Bench

In re  
Augustin J. Lurim  
and  
Charles Wintermity

Motion to quash pro-  
ceedings, &c

*[Handwritten signatures and notes]*

Filed 17<sup>th</sup> April, 1901

which will appear from the records of the original proceed-

ors that that case is still pending and undecided. Allot

money. And these respondents further show unto your Hon-  
large and asserting their right to retain said sum of  
over in said proceedings stating the facts fully and at

On March 16th, 1901, these respondents filed their an-  
the sum of money paid them for fees in said transactions.

that he was entitled to recover from these respondents  
transaction here being evidenced into was fraudulent and

Charles E. Jones, Olin Ryan and others, alleging that the  
proceeding, filed a bill in Equity against these respondents,

1901, Edward McG. Harbaugh, the prosecuting witness in this pro  
No. 2 of Baltimore City, Case 4349 A, on February 9th,

As will appear from the record in the Circuit Court  
charge the wife laid against them, alike:

son why your Honors should wash these proceedings and dis-  
The respondents in this case, as an additional res-

TO THE HONORABLE, THE JUDGES OF THE SUPREME BENCH:

QUINN & WINTERMITY ( OF BALTIMORE CITY.

IN RE ( BEFORE THE SUPREME BENCH

In re Augustus Quinn }  
and Charles Winters } Before the  
Supreme Bench  
of Baltimore  
City -

Ordered by the Court this 11<sup>th</sup> day of  
February 1901 that the hearing  
of the above cause be and the  
same is hereby postponed  
to the 17<sup>th</sup> day of April 1901

Henry W. Harlan  
Dadmond Wright

Albert Petre  
John J. Doherty  
Henry Stoddard

Order postponing  
the case of Augustin  
Quinn and Charles  
Winternitz.

Fd. Feb. 11<sup>th</sup> - 1901

1901

Supreme Bench  
IN THE ~~SUPERIOR COURT~~ OF BALTIMORE CITY,

Special TERM, 1901

7 <sup>Sum</sup> SUMMON <sup>SP</sup> C. Frank, Jones, M.D., Fulton and North Ave.

<sup>Sum</sup> 4 Olin Bryan, Court House <sup>SP</sup>

<sup>Sum</sup> 4 Edward M. Harbaugh <sup>SP</sup>, 222 St. Paul Street

4 Stephen R. Mason <sup>SP</sup>, Register of Wills, to bring into Court all the documents and papers constituting the entire record of the proceedings in the Orphans Court of Baltimore City in the matter of the administration of the personal estate of C. Leonard Harbaugh, deceased.

to testify for Bar Assn in re Quinn & Wintermuth

returnable on the 17<sup>th</sup> day of April 1901, at 10 o'clock, A. M.

TO THE SHERIFF OF BALTIMORE CITY.

Arthur George Brown,  
Charles J. Bonaparte COUNSEL.

Robt Ogle, CLERK.

Issued 16<sup>th</sup> day of April 1901.

*Supreme Bench*  
IN THE SUPERIOR COURT OF BALTIMORE CITY,

*Special* TERM, 1901

4	SUMMON	Henry Duffly, <i>SP</i>	207 N. Calvert St
4		James H. Preston, <i>SP</i>	220 St. Paul "
4		James W. Denny, <i>sd</i>	209 " " "
4		William S. Thomas, <i>SP</i>	Fidelity Building
4		A. deR. Sappington, <i>SP</i>	Maryland Telephone Bldg
4		Howard Bryant, <i>SP</i>	112 E. Lexington St
4		Lewis Putzel, <i>SP</i>	Law Building
4		Thos. C. Weeks, <i>SP</i>	120 E. Lexington St
<i>sum</i> 7		Dr. Casper F. Jones, <i>SP</i>	Fulton & North Aves
<i>sum</i> 3		Charles M. H. Howard, <i>SP</i>	Keyser Building
<i>sum</i> 4		Olin Bryan, <i>SD</i>	Court House
<i>sum</i> 8		Edmund J. McGraw, <i>sd</i>	402 N. Carrollton Ave
4		John B. McGraw, <i>sd</i>	112 E. Lexington St
4		W. C. Blift, <i>SP</i>	112 E. Lexington "
4		Garnett Y. Clark, <i>sd</i>	Fidelity, Bldg

to testify for *A. J. Quinn and Chas. Wintermity*

returnable on the *17*" day of *April* 190*1*, at 10 o'clock, A. M.

TO THE SHERIFF OF BALTIMORE CITY.

*Isaac Lobe Straus*  
*W. L. Marbury,*  
*W. S. Bryan, jr*

COUNSEL.

*Rob't Ogle,*

CLERK.

Issued *16*" day of *April* 190*1*

*Supreme Bench*  
IN THE ~~SUPERIOR~~ COURT OF BALTIMORE CITY,

*Special* TERM, 1901

SUMMON *A. J. Pumphrey, Captain of Detectives, and  
Dect. Pohler, Court House*

to testify for *Lewis & Winternity*  
returnable on the *20<sup>th</sup>* day of *April*, 1901, at 10 o'clock, A. M.

TO THE SHERIFF OF BALTIMORE CITY.

*Strauss, Bryan & Marbury,* COUNSEL. *Robt Ogle,* CLERK.

Issued *20<sup>th</sup>* day of *April*, 1901.

IN RE ( BEFORE THE SUPREME BENCH )  
AUGUSTIN QUINN and ( OF )  
CHARLES WINTERNITZ ( BALTIMORE CITY. )

IT IS AGREED that the original papers filed in the Orphans' Court of Baltimore City, in the matter of the administration of the personal estate of C. Leonard Harbaugh, deceased, or any of them respectively, may be used and read in evidence by either side at the hearing of these matters to the same effect in all respects as if they were duly certified transcripts of the record <sup>or</sup> of any of the said papers in the said matter.

IT IS FURTHER AGREED that either party may read in evidence from the printed transcript of the record on the Appeal of ~~Cooper~~ <sup>Frank</sup> Jones, against Edward McC. Harbaugh in the Court of Appeals of Maryland, any or all the copies of any of the petitions, orders or other proceedings in the Orphans' Court of Baltimore City.

Any papers offered in evidence under either head of this agreement are to be subject to the same, but to no other or greater exception than those, to which duly certified copies of the whole of said record of the Orphans' Court or of any of the papers therein would be subject.

*L. L. Straub*  
*W. L. Mackay*  
*Wilhelm F. Meyer*  
*for Respondents*

*Arthur H. Brown*  
*Charles Bonaparte*  
*Attorneys for the*  
*Bar Association of Baltimore City*  
*as amicus curiae, in this matter.*

*James H. ...*  
*...*  
*...*

*...*  
*...*  
*...*

Court or of any of the papers therein would be subject.  
filled copies of the whole of said record of the Orphans,  
other or greater exception than those to which duly cer-  
this agreement are to be subject to the same but to no

Any papers offered in evidence under either head of  
Orphans, Court of Baltimore City.

of any of the petitions, orders or other proceedings in the  
in the Court of Appeals of Maryland, any or all the copies  
the Appeal of ~~Charles~~ Jones, against Edward McG. Harbaugh  
in evidence from the printed transcript of the record on  
IT IS FURTHER AGREED that either party may read  
ers in the said matter.

In Supreme Bench

In re Quinn &  
Winters

Agreement of  
Amicus

7d 16" April, 1901

CHARLES WINTERMITS  
AUGUSTIN QUINN and  
IN RM  
BALTIMORE CITY.  
OR  
BEFORE THE SUPREME BENCH

In re  
Augustine Quinn  
and  
Charles Wintermeyer

Before the  
Supreme Bench  
of  
Baltimore City

Mr. Clerk,

I have summoned for the  
following witnesses to testify  
on behalf of the Bar Association  
of Baltimore City, acting as  
amicus curiae, in support of  
the charges in these proceedings,  
viz:

C. Frank Jones M.D.

Olin Bryan  
City Solicitors Office

Edward M. B. Harbaugh  
222 Saint Paul St.

and  
Stephen R. Mason,  
Register of Wills,  
requiring him to bring with him  
all the documents and papers  
constituting the entire record of  
the proceedings in the Orphan  
Court of Baltimore City, in the matter  
of the administration of the per-  
sonal estate of C. Leonard Har-  
baugh, deceased; -  
and make the writs return  
able on Wednesday April 17,  
1901, at 10 o'clock A.M.

At test. Sec. Brown,

Charles J. Bonaparte,

Attorney for the Bar Asso-  
ciation of Baltimore City acting  
as amicus curiae, in support of  
the charges in these proceedings.

In Re

Augustin Lucien  
& Charles Winteroway

order for  
summons.

Filed 16<sup>th</sup> April, 1901

IN RE ( BEFORE THE SUPREME BENCH OF )  
QUINN & WINTERNITZ ( BALTIMORE CITY..

Mr. Clerk :--

Issue summons for the following witnesses: :

Henry Duffy, 207 N. Calvert Street

James H. Preston, 220 St Paul Street

James W. Denny 209 St Paul Street

William S. Thomas,, Fidelity Building,

A. deR. Sappington, Maryland Telephone Building,

Howard Bryant, 112 E. Lexington Street

Lewis Putzel, Law Building,

Thomas C. Weeks, 120 E. Lexington Street

Dr. Caspar F. Jones, Cor. Fulton Ave. and North Ave.

Charles McH. Howard, Keyser Building, Calvert and German Sts

Olin Bryan,, Atlantic Trust Building, Charles and Fayette "

Edmund J. McGraw, 402 N. Carrollton Avenue

John B. McGraw, 112 E. Lexington Sts.

W. C. Clift, 112 E. Lexington Street

Garnett Y. Clark, Fidelity Building, Charles and Lexington "

to testify on behalf of the Respondents. Make the summons re-  
turnable at 10 A. M. on Wednesday, April 17th., 1901

*Isaac Lobe Strauss*  
*W. L. Warkup*  
*W. S. Bryan*  
Attorneys for Respondents.

Attorneys for Respondents.

*Wm. C. Clark*  
*Garnett Y. Clark*  
*John B. McGraw*  
*Edmund J. McGraw*  
*Olin Bryan*  
*Charles McH. Howard*  
*Dr. Gaspar F. Jones*  
*Thomas C. Weeks*  
*Lewis Putzel*

turnable at 10 A. M. on Wednesday, April 11th, 1901.

to testify on behalf of the Respondents. Make the summons re

Garnett Y. Clark, Fidelity Building, Charles and Lexington "

W. C. Clark, 115 E. Lexington Street

John B. McGraw, 115 E. Lexington Sts.

Edmund J. McGraw, 405 N. Carrollton Avenue

Olin Bryan, Atlantic Trust Building, Charles and Bayette "

Charles McH. Howard, Keyser Building, Calvert and German Sts

Dr. Gaspar F. Jones, Cor. Pulton Ave. and North Ave.

Thomas C. Weeks, 150 E. Lexington Street

Lewis Putzel, Law Building,

Howard Bryant, 115 E. Lexington Street

Mr. Clerk, Maryland Telephone Building,

William S. Thomas, Fidelity Building,

James W. DeLoach, Paul Street

James H. P. P. Paul Street

Paul Street

Calvert Street

In Supreme Bench  
In re  
Quinn & Intimacy

Under the witness

Mr. Clerk  
File this  
to  
Shaw  
Bryant  
For Respondent

Filed 16<sup>th</sup> April, 1901

QUINN & WINTERMITH

BALTIMORE CITY.

IN RE

BEFORE THE SUPREME BENCH OF

In the matter of )  
AUGUSTIN J. QUINN )  
and )  
CHARLES WINTERNITZ, )  
Attorneys at Law. )

In the  
SUPREME BENCH  
of  
BALTIMORE CITY.

ORDER OF COURT.

CHARLES WINTERNITZ, attorney at law, having been charged by the Orphans' Court of Baltimore City with unprofessional conduct, malpractice and fraud in matters concerning the settlement in said Court of the estate of a certain Charles L. Harbaugh, late of the City of Baltimore, deceased, and the said charges, the second specification excepted, appearing from the testimony at the trial to have been so far proved as to require his disbarment, it is this 29<sup>th</sup> day of May, 1901, by the Supreme Bench of Baltimore City, ORDERED, that the name of the said Charles Winternitz be and the same is hereby stricken from the roll of attorneys of <sup>The Supreme Bench of</sup> Baltimore City.

Henry W. Harlan

Chas. E. Meigs

David Grand Wright

John J. Doherty

Henry H. Woodruff

*Handwritten notes on the left margin:*  
In the matter of  
Augustin J. Quinn  
and  
Charles Winternitz  
Attorneys at Law

*Handwritten notes in the center margin:*  
The Supreme Bench of  
Baltimore City

*Handwritten notes on the right margin:*  
The Supreme Bench of  
Baltimore City



In the matter of )  
AUGUSTIN J. QUINN )  
and )  
CHARLES WINTERNITZ, )  
Attorneys at law. )

In the  
SUPREME BENCH  
of  
BALTIMORE CITY.

ORDER OF COURT.

AUGUSTIN J. QUINN, attorney at law, having been charged by the Orphans' Court of Baltimore City with unprofessional conduct, malpractice and fraud in matters concerning the settlement in said Court of the estate of a certain Charles L. Harbaugh, late of the City of Baltimore, deceased, and the said charges, the second specification excepted, appearing from the testimony at the trial to have been so far proved as to require his suspension from practice, it is this 29<sup>th</sup> day of May, 1901, by the Supreme Bench of Baltimore City, ORDERED, that the said Augustin J. Quinn be and he is hereby suspended from the practice of law for the period of one year from this date, with leave reserved to the Baltimore Bar Association within that time to move for further proceedings against the said Augustin J. Quinn, as they may be advised.

*Henry D. Tharlan*

*Wm. H. Wight*  
*Sanford Wight*  
*John J. Dole*  
*Mary St. George*



In the matter of the ( In the Orphans' Court  
Estate of Charles ( of  
Leonard W. Harbaugh, )  
deceased. ( Baltimore City.

To the Honorable, the Judges of said Court.

Your Petitioner, Edward McC. Harbaugh respectfully represents unto this Honorable Court.

I. That he is a brother and the only next of kin of the late Charles Leonard W. Harbaugh, deceased, and as such is entitled, after the payment of all debts, to the entire estate which was left by the said Charles Leonard W. Harbaugh, deceased.

II. That he has been informed that letters of administration have been granted upon said estate to one, Caspar F. Jones, of the City of Baltimore, and that the said Caspar F. Jones has filed in this Court an Inventory of the estate of the said Charles Leonard W. Harbaugh, which embraces all monies and property of every kind and description which have come into his hands and of which he has knowledge. That your petitioner is satisfied that the same is a true Inventory, and includes all of the monies and property of which the said Charles Leonard W. Harbaugh was possessed at the time of his death.

III. That your petitioner is a resident of the State of Illinois, and is so circumstanced as to be unable to give personal supervision to the settlement of the estate of his deceased brother, and is willing to acquiesce in the ap-

pointment of the said Caspar F. Jones, and to ask that his letters of Administration be not revoked until the estate of his deceased brother is closed.

IV. That your petitioner is informed that the said Caspar F. Jones, Administrator as aforesaid, is ready and willing to pass his first administration account, making distribution of the cash which has become into his hands as Administrator, except so much thereof as may be necessary to pay all the indebtedness of the late Charles Leonard W. Harbaugh.

V. That your petitioner has no knowledge of any indebtedness of his deceased brother, Charles Leonard W. Harbaugh, and from his knowledge of the condition of his affairs, is thoroughly satisfied that he left no indebtedness of any kind or character, and that the only debts that can come against his estate are the cost of funeral expenses and the administration of the estate.

VI. Your petitioner is informed that the said Caspar F. Jones, as Administrator, has filed bond in this Court for the sum of three thousand dollars, and that he has been requested to file additional bond so that the total amount of said bond may aggregate the sum of twenty-five thousand dollars.

For the reasons above stated, your petitioner prays this Honorable Court to permit Caspar F. Jones, Administrator, to pass up at once his first administration account,

Before the Supreme  
Court of Baltimore  
City

In the matter of  
Augustin J. Quinn  
and Charles Wintemuth  
etc.

Respondent's Exhibit  
Q. No. 4

Mr. Clerk: -  
Please file.

Jane Lake Strawn

Filed 6<sup>th</sup> Dec. 1901

Before the Supreme  
Bench of Balto. City

In the matter of  
Charles Wintermyth and  
Augustine J. Quinn etc.

Respondent's Exhibit  
W. No. 4

Mr. Clerk;—

Please file,

Isaac Lobe Straus

Filed 6<sup>th</sup> Dec. 1901

(Release to Executors.)

# Know all Men by these Presents,

**That**

Whereas, Gaspar F Jones, Administrator of Charles Leonard W Barbaigh deceased, has passed up his first administration account, making distribution of eleven thousand three hundred and eighty seven dollars and ninety seven cents and

Whereas, he has paid to me the said sum of eleven thousand three hundred and eighty seven dollars and ninety seven cents, less court costs and expenses, including funeral expenses ect., which said sum so paid to me is <sup>my</sup> full settlement of the amount due me as shown by said first administration account

And in consideration thereof, .....do hereby **Release, Acquit, Exonerate and Discharge**

IN THE MATTER OF ( BEFORE THE  
CHARLES WINTERNITZ and ( SUPREME BENCH  
AUGUSTIN J. QUINN (

TO THE HONORABLE, THE JUDGES OF THE SUPREME BENCH OF  
BALTIMORE CITY :--

The undersigned respectfully request your HONORS to modify the sentence of disbarment pronounced in these proceedings against CHARLES WINTERNITZ. The said CHARLES WINTERNITZ has a wife and two children, who are absolutely dependent upon his professional exertions for the means of livelihood. The said CHARLES WINTERNITZ, as the undersigned know or are credibly informed and believe has always heretofore borne an excellent reputation in the community for honesty and fair dealing ; and these Petitioners respectfully suggest to your HONORS that any wrongful acts which he may have committed are more the result of errors of judgment and of misapprehension in regard to his legal obligations than of any corrupt and wilful intent.

The undersigned therefore respectfully pray your HONORS to modify the punishment inflicted upon the said CHARLES WINTERNITZ and to change the sentence of the COURT for disbarment to a suspension or to some lighter punishment.

AND as in duty &c.

Samuel Affelder  
 A. M. Touchton  
 Martin Stuckert  
 John A. Janetzke  
 Wm. M. Blücker  
 E. Elvy Timm  
 Chas. H. Heimbauer  
 Albert M. Sprosser  
 Henry Hoffmann  
 J. B. Muecke  
 Phos. S. Bell  
 K. Ramthatt  
 A. M. Touchton  
 Wm. H. Parker  
 George G. Pfeiffer  
 H. J. Hoffman  
 Henry G. Ulrich  
 L. H. Miller

First Branch City Missionaries

In the Supreme Bench

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In the matter of  
Augustus J. Quinn  
and Charles Winters

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Winters's Supplement  
mentary Exhibit C

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C

IN THE MATTER OF ( BEFORE THE  
CHARLES WINTERNITZ and )  
AUGUSTIN J. QUINN ( SUPREME BENCH  
(

TO THE HONORABLE, THE JUDGES OF THE SUPREME BENCH OF  
BALTIMORE CITY: -

The undersigned respectfully request your HONORS to modify the sentence of disbarment pronounced in these proceedings against Charles Winternitz. The said Charles Winternitz has a wife and two children, who are absolutely dependent upon his professional exertions for the means of livelihood. The said Charles Winternitz, as the undersigned know or are credibly informed and believe, has always heretofore borne an excellent reputation in the community for honesty and fair dealing; and these Petitioners respectfully suggest to your Honors that any wrongful acts which he may have committed are more the result of errors of judgment and of misapprehension in regard to his legal obligations than of any corrupt and willful intent.

The undersigned therefore respectfully pray your Honors to modify the punishment inflicted upon the said Charles Winternitz and to change the sentence of the Court for disbarment to a suspension or to some lighter punishment.

AND as in duty &c

Leon Schiff

Leopold Wuthrein

Gus Wuthrein

Willie Strasburger

Louis Friedlich

W. A. Geiss

Chas R. Vinup.

B. F. Eytzinger

H. Rosqueth

A. Schuman

In the Supreme Bench

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In the matter of  
Augustine J. Quinn  
+ Charles Wintermy

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Wintermy's Supple-  
mentary Exhibit

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11

IN THE MATTER OF ( BEFORE THE  
CHARLES WINTERNITZ and ) SUPREME BENCH  
Augustin J. Quinn (

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The undersigned respectfully request your HONORS to modify the sentence of disbarment pronounced in these proceedings against Charles Winternitz. The said Charles Winternitz has a wife and two children, who are absolutely dependent upon his professional exertions for the means of livelihood. The said Charles Winternitz, as the undersigned know or are credibly informed and believe, has always heretofore borne an excellent reputation in the community for honesty and fair dealing ; and these Petitioners respectfully suggest to your Honors that any wrongful acts which he may have committed are more the result of errors of judgment and of misapprehension in regard to his legal obligations than of any corrupt and wilful intent.

The undersigned therefore respectfully pray your Honors to modify the punishment inflicted upon the said Charles Winternitz and to change the sentence of the Court for disbarment to a suspension or to some lighter punishment.

AND as in duty &c.

Thomas J. Donahue  
Max Musbaum  
John C. Parker  
A. Fader  
H. Dinsolving + Co  
A. L. Cunningham

Mfr. of Mace's Jugs  
215 W. Camden St  
Supt. Balt. Canning  
Liquor Manufacturing  
Manufacturers  
of The Melrose Distilling Co.

In the Supreme Court

In the matter of  
Augustus J. Quinn  
and Charles Under  
my

interrogatory I depose  
mentally Exhibit  
D.

IN THE MATTER OF ( BEFORE THE  
CHARLES WINTERNITZ and )  
AUGUSTIN J. QUINN ( SUPREME BENCH  
(

TO THE HONORABLE, THE JUDGES OF THE SUPREME BENCH OF  
BALTIMORE CITY: -

The undersigned respectfully request your HONORS to modify the sentence of disbarment pronounced in these proceedings against Charles Winternitz. The said Charles Winternitz has a wife and two children, who are absolutely dependent upon his professional exertions for the means of livelihood. The said Charles Winternitz, as the undersigned know or are credibly informed and believe, has always heretofore borne an excellent reputation in the community for honesty and fair dealing; and these Petitioners respectfully suggest to your Honors that any wrongful acts which he may have committed are more the result of errors of judgment and of misapprehension in regard to his legal obligations than of any corrupt and wilful intent.

The undersigned therefore respectfully pray your Honors to modify the punishment inflicted upon the said Charles Winternitz and to change the sentence of the Court for disbarment to a suspension or to some lighter punishment

A N D as in duty &c.

M. T. Lanza Cor Fulton Frederick Ave  
L. H. McCormick 1729 W. Lombard St  
Edward Pitt 2030 Frederick Ave  
Frederick W. Hoernig 2102 Frederick Ave  
Hauline Buss 23 S. Howard St  
Meyer Hallander 27 N. Pratt St  
John T. Schuster 1786 W. Balt St  
John Ohe = 1700 W. Balt St  
John H. Rutledge 1817 Frederick Ave  
W. Bailey 481 W. Pratt St  
Doctor Lyette Pratt W. Pratt St  
Geo. W. Schaefer 2105 Fredk. Ave  
Wm. St. Scharfer 2107 Frederick Ave  
A. A. Rehling 2101 W. Pratt St  
Gustav Meyer 2037 W. Pratt St  
Lynman Karlinky 2023 W. Pratt St  
J. Nördlinger 1481 W. Balt St  
Reah Buss 2022 Fredk. Ave.

In the Supreme  
Court.

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In the matter of  
Augustine J. Quinn  
and  
Charles Hubert

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Interim, Laps  
mentary, etc.

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IN THE MATTER OF ( BEFORE THE  
CHARLES WINTERNITZ and ( SUPREME BENCH  
AUGUSTIN. J. QUINN (

TO THE HONORABLE, THE JUDGES OF THE SUPREME BENCH OF  
BALTIMORE CITY :--

The undersigned respectfully request your HONORS to modify the sentence of disbarment pronounced in these proceedings against CHARLES WINTERNITZ. The said CHARLES WINTERNITZ has a wife and two children, who are absolutely dependent upon his professional exertions for the means of livelihood. The said CHARLES WINTERNITZ, as the undersigned know or are credibly informed and believe has always heretofore borne an excellent reputation in the community for honesty and fair dealing ; and these petitioners respectfully suggest to your Honors that any wrongful acts which he may have committed are more the result of errors of judgment and of misapprehension in regard to his legal obligations than of any corrupt and wilful intent.

The undersigned therefore, respectfully pray your HONORS to modify the punishment inflicted upon the said CHARLES WINTERNITZ and to change the sentence of the COURT for disbarment to a suspension or to some lighter punishment.

AND as in duty &c.

Jm S. Blake, Md 1014 Wharf St  
 H H Meyer 110 S Howard St  
 Martin Aguer 406 W Camden St  
 Broderick Bros 608 W Pratt St  
 Schayer Hardware 319 W Pratt St  
 J Jesse Moore Jessup Md  
 Adolph Sauberg 821 S Balto. St.  
 A P Sharp 2105 St Paul St  
 Sol Haas 2023 McCulloch  
 Baltimore. Borgain House  
 212 to 220 W Baltimore St  
 M Friedman Jones  
 127 W. Balto St.  
 Alfred Levy  
 1827 Eutan Pl  
 Harry Greenfelder 1709 McCulloch  
 Nathan Hess 2250 Madison Ave  
 L. Leusheimer 116 S Broadway  
 R Wolf 2541 McCulloch St  
 Frank Reahy  
 Otto Duber Jo. Canton St  
 Alvermore St  
 The Stryker  
 J. M. Brennan  
 Leo. Plitt Morr.  
 S. J. Bros  
 Frederick I. Hellmann  
 J. W. Deary

Thomas Hays  
Miss Prother  
J. B. Oldenhouse

School Trustees - 16<sup>th</sup> 18 South Church Street.

Wm. Leggett Supt. of Parks

Robert C. Davidson

Stevens Bury -

Mann. L. Lutz 205 St. Paul Street

Moses Pel

O. A. Kirkland

Brown

Samuel John Thayer  
William Guyard

Robert G. Gie

Jacob W. Hook  
Geo. Schilling

J. W. James

In the Supreme Bench

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In the matter of  
Augustine J. Quinn  
and Charles Wintermuth

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Wintermuth's Supplement  
to Exhibit A

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IN THE MATTER OF ( BEFORE THE  
(  
CHARLES WINTERNITZ and ( SUPREME BENCH  
AUGUSTIN J. QUINN

TO THE HONORABLE THE JUDGES OF THE SUPREME BENCH OF  
BALTIMORE CITY : -

The undersigned respectfully request your Honors to modify the sentence of disbarment pronounced in these proceedings against Charles Winternitz. The said Charles Winternitz has a wife and two children, who are absolutely dependent upon his professional exertions for the means of livelihood. The said Charles Winternitz, as the undersigned know or are credibly informed and believe has always heretofore borne an excellent reputation in the community for honesty and fair dealing : and these Petitioners respectfully suggest to your Honors that any wrongful acts which he may have committed are more the result of errors of judgment and of misapprehension in regard to his legal obligations than of any corrupt and wilful intent.

The undersigned therefore respectfully pray your Honors to modify the punishment inflicted upon the said Charles Winternitz and to change the sentence of the Court for disbarment to a suspension or to some lighter punishment.

And as in duty &c.

Wm S Brewster Mrs. Builder  
John Shulman 1714 Thomas St.  
E. J. Codd, 700 to Jos. A. Corbin St

In the Supreme Bench

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In the matter of  
Augustine J. Quinn  
and Charles Undermyr

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Undermyr's Supple-  
mentary Exhibit B

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