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Baltimore, Md., April 14th, 1901.

Hon. Charles J. Bonaparte,

Dear Sir;-

I received your letter in re Gardner, but a multiplicity of matters prevented my replying sooner. I note what you say concerning discrepancies in my statement, but you will find that I am able to substantiate all I have claimed. The costs are fifty dollars and not thirty dollars, as you stated (possibly you did not take into the consideration of your estimate the Order of Publication costing \$2900). You say that you hope the matter may be satisfactorily settled. So do I, but I am at a loss to know what you would consider satisfactory. If you will tell me, I will consider it.

Yours truly,

R. Brent Walling.

CHARLES J. BONAPARTE,  
ATTORNEY AT LAW,  
216 ST. PAUL ST., BALTIMORE,  
TELEPHONE 1712.

April 26th, 1901.

R. Brent Walling Esq.,

#228 St. Paul Street, City,

My dear Sir:-

Since I last heard from you I have been continuously engaged in Court during all the business part of each day, and my afternoons have been unavoidably devoted to matters which admitted of no delay. I have, however, given careful consideration to all the circumstances attendant on the subject matter of our correspondence, and, in reply to your request for suggestions looking to a satisfactory settlement, I venture to express the hope that you will, with as little delay as possible, pay the costs for which you claim allowance in the memorandum which you furnished me, and place at Mrs. Gardner's disposal the balance remaining in your hands, after deducting a fee of \$150.00 for your services, rendered to her mother and herself in their recent litigation. I make this suggestion to you by way of advice and as a member of our common profession of somewhat greater experience than yourself, and do not complicate the question by any reference to possible consequences of your failure to adopt it. To be entirely candid, however, I must admit that I am somewhat personally anxious that you should be willing to act upon it, since I will thus be relieved from a very unpleasant duty.

I remain, my dear Sir,

yours very respectfully and truly,

Dictated.

*Charles J. Bonaparte.*

Before the Supreme  
Bench

Franks and Gardner

vs

R Brent Walling  
an attorney

---

Defendants Exhibit No 3

Feb. 9<sup>th</sup> Sep. 1901

Mina Frank

A 47  
1900

Robert Walling  
Solic'r.

vs.

Richard F. Wagner et al

IN THE  
**Circuit Court**

—OF—  
BALTIMORE CITY.

Complainants Costs, - - - - -

\$ 30<sup>25</sup>

Test: BARREDA TURNER, Clerk.

Received Payment,

As by Plff atty.

Barreda Turner  
Aug 27. 1901  
Clerk

Walling, So  
 Third Ave  
 Wash. p'd  
 Wash. & Lake Erie p'd  
 Wheeling & Lake Erie p'd  
 Western Union Tel. Co.  
 Union Pacific, new p'd  
 Union Pacific, p'd  
 Texas Pacific  
 Tennessee Coal and Iron Co.  
 Southern Ry. p'd  
 Southern Ry. com  
 Reading Co. Ore. etc.  
 Pacific Mail S. Co.  
 Northern Pacific p'd  
 Northern Pacific Com  
 North American Co.  
 N. Y. Ontario & West  
 N. Y. Lake Erie & West  
 N. Y. Central & Hud.  
 Nat. Lead Co. Com  
 Missouri Pacific  
 Manhattan Con. St. N. W.  
 Louisville & Nash.  
 Lake Shore & Mich.  
 Lake Erie

SUBSCRIPTION \$6.00 PER YEAR.

CHARGED TO ACCT. OF.....

Attorney.

# THE DAILY RECORD,



S. W. GOR. FAYETTE & ST. PAUL STS.

Baltimore, ..... 1900.

LAW,  
 REAL ESTATE,  
 FINANCE,  
 AND  
 GENERAL  
 INTELLIGENCE.

*M. R. Brent Walling, Editor*

To The Daily Record Company, Dr.

1900.

Mar 12

To publishing in "The Daily Record" the annexed  
*Order Pub<sup>l</sup>* "Frank's no Wagner et al." \$ 20.40

8/27/01

Received Payment,

*A. M. Barley*

R. B. Walling

R. B. Walling

Walling

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THE DAILY RECORD

RECEIVED

NOV

ATTENDANCE

CLASS

GRADE

DATE

BY

2

R. Brent Walling, Sol.

Subscription \$6.00 per year.

Charged to acct. of

Attorney.

In the Circuit Court of Baltimore City.  
-Mina Franks vs. Richard F. Wagner,  
Emma M. Wagner and Henry Franks.

The object of this bill is to procure a decree to set aside and declare null and void a deed from Henry Franks and Mina Franks to Richard F. Wagner and Emma M. Wagner, dated July 27th, 1899.

The bill states that the said Mina Franks and Henry Franks, being joint owners of a piece of property in the city of Baltimore on the south side of Baltimore street 125 feet east of Lloyd street, were induced to execute a deed of said property to the said Wagners, in consideration of the said Wagners, residing in the said property paying off the indebtedness thereon and supporting and taking care of the said grantors in said property which they were still to use and enjoy during their natural lives.

That the said Wagners have failed to fulfill the conditions in consideration of which the deed was made as they do not occupy the property have not paid off the indebtedness, and have not taken care of plaintiff, but have notified her to vacate the premises.

That the property is a large four-story building, with stable and dwelling in the rear, and is largely occupied by sub-tenants, whose rent the Wagners are collecting and applying to their own use. The bill also asks for the court to name some one to collect rents during the pending of this suit, and states that the defendants are all non-residents.

It is thereupon, this 10th day of March, 1900, by the Circuit Court of Baltimore City, ordered, that the plaintiff, by causing a copy of this order to be inserted in some daily newspaper published in Baltimore City, once in each of four successive weeks, before the 10th day of April, 1900, give notice to the said defendants of the object and substance of this bill, warning them to appear in this court, in person or by solicitor, on or before the 26th day of April, 1900, to show cause, if any they have, why a decree ought not to be passed as prayed.

True copy—Test: JOH BARRER, Clerk.  
m12,19 26a2

# THE DAILY RECORD,



S. W. GOR. FAYETTE & ST. PAUL STS.

Baltimore,

1900.

LAW,  
REAL ESTATE,  
FINANCE,  
AND  
GENERAL  
INTELLIGENCE.

*M. R. Brent Walling, Solicitor*  
To The Daily Record Company, Dr.

charging in "The Daily Record" the annexed

*Sub<sup>o</sup> Franks vs Wagner et al. \$ 20.40*

*8/27/01*

*A. M. Barley*

Payment,

FOR THE DAILY RECORD COMPANY.

Before the Supreme  
Bench

Frankes and Gardner

vs

R Brent Walling  
an Attorney

---

Defendants Exhibit No 4

Ed. 9<sup>th</sup> Sep 1901

RALPH ROBINSON,  
ATTORNEY AT LAW,  
ROOM 741, EQUITABLE BUILDING.

BALTIMORE, MD.: Nov. 17, 1900.

Mr. R. Brent Walling,  
228 St. Paul St.  
City.

Dear Sir:-

Your letter of the 17th just received. I will agree to hold this matter open until Monday upon your assurance that you will then pay me the five hundred dollars. Referring to your letter of Thursday, you will find that you state in it that you have the money in hand to pay me. You now state that you have the larger part of it. A proper regard for my clients' interest will forbid my <sup>delaying</sup> taking action longer than Monday. I will name four o'clock Monday afternoon as the time, and this office as the place for a settlement.

Truly yours,

*Ralph Robinson*

Before the Supreme Bench

Franks and Gordon

vs

R. Brent Walling  
an attorney.

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Defendants Exhibit No 2

Filed "9" Sep. 1901

MINA FRANK and LENA GARDNER ) BEFORE THE SUPREME BENCH  
VS ) OF  
R. BRENT WALLING, An Attorney ) BALTIMORE CITY.

To the Honorable, the Judges of the Supreme Bench of Baltimore  
City:

The Answer of R. Brent Walling to the Petition filed in the a-  
bove entitled case respectfully shows:

First: That early in August, 1899, Lena Gardner whose proper name  
is Yokle consulted this defendant as to what form of action was  
the proper course to pursue in a case stated by her in which a  
certain Mina Franks and Husband, Mrs. Gardner's mother and father,  
had conveyed a certain piece of property to Emma Wagner, another  
daughter, upon certain considerations which she claimed the said  
Emma Wagner had not complied with or fulfilled; it being the de-  
sire of the said Lena Gardner to gain possession of the property  
for herself upon the same terms as those under which her sister,  
Mrs. Wagner had acquired it. This Defendant then advised her  
that in his opinion the proper course was for her mother, the  
father not being dissatisfied, to file a suit in Equity to have t  
the said conveyance set aside.

That the said Lena Gardner consulted this Defendant upon a number  
of other occasions concerning the same matter, and finally, about  
February, 1900, asked him if he would undertake the case, but this  
Defendant not having entire confidence in the responsibility of the  
said Mrs Gardner, stated that he would undertake <sup>it</sup> only under three  
conditions: first, the <sup>payment of a</sup> small retaining fee, as an evidence of

good faith; second , written authority from Mina Franks authorizing defendant to act for her in the matter; and third, that he should receive an ample fee for his services in the case no matter what the result might be. These conditions were agreed to in the latter part of February, 1900.

Second--Answering the second paragraph of said Bill this Defendant says that in pursuance of her acceptance of said conditions and acting for her mother, the said Mina Franks, Mrs Gardner paid him a retainer of five dollars, and , in addition , two dollars to pay for a certified copy of deed,( which said certified copy was duly procured and filed as exhibit in this case), and repeated promised and assured defendant that he should be paid and well paid whatever the outcome of the case might be.

Third-- Further answering the said second paragraph Defendant states that he agreed to wait awhile for his fee in the case until it was further advanced, but denies that it was understood and agreed that he was to wait for his fee until the property was sold and be paid out of the proceeds of the sale thereof, as stated in said paragraph. On the contrary, as stated above she was repeatedly assured that he should be well paid whatever the outcome of the case might be.

Fourth-- Answering the third paragraph of said Bill Defendant says that he admits the filing of the Bill in Equity as therein stated but most emphatically denies that beyond this he rendered no services in the matter, as also stated therein. On the contrary Defendant rendered abundant service in the case; and by his skill and the employment of dilatory tactics, which in his best judgment was the proper course in this case, the Defendants therein failed in their efforts to have the case pushed to a conclusion, and

and were finally forced to offer all that was asked for in the Bill, upon the payments by Mrs. Franks of the charges that had accrued upon the said property during the holding of the said Defendants .

Fifth-- Still answering said third paragraph Defendant says that on or about the first day of March, 1900, the said Mina Franks and Lena Gardner or Yokle were served by the said Wagners with notices of eviction from the property in question, which said notices are herewith filed marked Defendant's exhibit No. 1, and but for the filing said Bill in Equity by this Defendant they would have been evicted from the same.

Furthermore by the filing of said Bill in Equity and the defendant's management of the case, the said Mina Franks and Lena Gardner were enabled <sup>not only</sup> to occupy and enjoy the said property, but the said Mina Franks was enabled to collect about forty dollars a month or possibly more for a period of over eight months, from the subtenants of said property.

Sixth--As to the fourth paragraph of said Bill Defendant says that on or about the first of November, 1900, Mrs. Emma Wagner came to Defendant's office and stated that she had concluded to give the plaintiff what she had asked for in said Bill if said plaintiff would agree to assume the charges incurred against the said property during the time the same was in the possession of the said Wagners. This was agreed to.

Seventh-- Still answering the said fourth paragraph Defendant says that a certain Ralph Robinson as representative of the party to whom the ground rent and mortgage arrears were due agreed that, upon the payment to him of five hundred dollars on account of said arrears, he would release Mrs. Wagner from liability there-

for , and give Mrs. Franks, ( to whom a deed reconveying the said property was to be made), a further but limited time to raise the pay the balance of the arrears on said property.; but the said Ralph Robinson did not agree (as stated in said paragraph) to accept the five hundred dollars in full of all arrears.

This proposition was accepted by Lena Gardner, acting for her mother, and a limited time was given her in which to raise the money.

Eighth--Further answering the said fourth paragraph Defendant says that at about the expiration of the time limited as aforesaid, Mrs. Gardner reported to Defendant that she would be able to raise the said five hundred dollars agreed upon. Upon the strength of this statement, defendant notified Mr. Robinson that he was ready to pay the amount, and also prepared the necessary deed from the Wagners to Mrs. Franks and delivered the same to their attorney for execution.

A short time afterwards Mrs. Gardner came to Defendant and stated that she would not be able to raise the five hundred dollars, as an <sup>who had promised</sup> aunt to furnish a part of the money , refused to do so.

Defendant then advised Mrs. Gardner to still continue her efforts to raise the necessary money, and he would ask Mr/ Robinson to hold the matter open for a day or two. Defendant did so ask Mr. Robinson and received in reply a letter dated Nov. 17th, 1900 & from the said Ralph Robinson, which said letter is herewith filed marked Defendant's Exhibit No.2.

Ninth-- Still answering said fourth paragraph Defendant says that on the Monday mentioned in said letter, Mrs. Gardner reported to him that she was still unable to raise the full five hundred dollars, but that she had with her three hundred and eighty three dollars . She then asked Defendant, without any solicitation on his part, to take charge of the money and hold it to the credit of

of the case, stating that if more time was granted by the said Ralph Robinson that she would still try to raise the balance of the money, further stating that if the negotiations fell through that the costs of the case and the Defendant's fee should be paid out of the said amount.

Tenth-- Defendant avers that he called at the office of the said Ralph Robinson at the time specified in said letter, but Defendant failing to find the said Robinson there wrote the letter dated November 19th, 1900 and filed in this case.

Eleventh--Answering the fifth paragraph of said Bill Defendant says that he received from Mr. Robinson the letter dated November 20th, 1900, and filed in this case, but most positively denies the further statement in said paragraph that Defendant never paid or tendered the payment of the said sum of three hundred and fifty dollars. On the contrary Defendant avers that subsequent to the receipt of the letter marked November 20th, in the office of the said Ralph Robinson, and to him personally, he tendered the said sum of three hundred and fifty dollars on the condition that he would postpone action and give Defendant's clients more time to pay, which was the only condition on which Defendant could have paid it. Whereupon Mr. Robinson refused to accept the proposition saying that he had made concessions enough and would make no more.

Twelfth--Still answering said fifth paragraph Defendant says that he fully informed Mrs. Gardner of the statement of Mr. Robinson that he was willing to accept the three hundred and fifty dollars and a note satisfactorily endorsed for the remaining one hundred and fifty dollars as set forth in said letter, but she reported that a satisfactory endorsement of such note could not be procur-

ed, so that part of the proposition fell through.

Thirteenth--This Defendant Charges and aver-s that the Plaintiffs in this case, by giving only a portion of the correspondence and communications passing between the said Ralph Robinson and the said R. Brent Walling and by arranging the potions given in the manner the have done in connection with the said Bill have created a false and misleading impression of the professional actions of the said R. Brent Walling.

Fourteenth-- Still answering the said fifth paragraph of said Bill Defendant most emphatically and solemnly denies that it was through any action or lack of action on his part as solicitor or attorney for the said Mina Franks or Lena Gardner, that the property in question was sold under foreclosure proceedings and so lost to the said Mina Franks; but on the contrary avers that it was, on one hand the failure of the said Mina Franks or Lena Gardner to raise the necessary amount of money agreed upon and to procure the promissory note herein mentioned, properly endorsed, and on the other hand the refusal of Mr. Robinson to accept the amount of \$350 as tendered on the condition that the threatened proceedings should be stayed.

As to the benefits derived by the Plaintiffs from the services of Defendant, answer has already been made in a preceding paragraph.

Fifteenth--Defendant further states that after the refusal of the said Ralph Robinson to accept the \$350 as above mentioned of ~~which~~ which the said Lena Gardner was duly advised, and the failure of Mrs. Franks to procure the promissory not properly endorsed, the said Lena Gardner came to the office of the Defendant and advised <sup>him</sup> that the plaintiff had decided to make no further effort retain the property, but <sup>they</sup> had made up their minds to let it be sold by

Mr. Robinson as threatened; and instructed Defendant to make no further effort in the matter.

Sixteenth-- Answering the sixth paragraph of said Bill Defendant denies that the said Lena Gardner after the failure of the said negotiations, or at any other time, asked the Defendant to return the \$388 placed in his hands to the credit of the case, as it was understood and agreed that the costs of the case and the fee of Defendant were to be paid out of said sum, and balance, if any, turned back to Mrs. Gardner or Mrs. Franks.

Defendant avers that shortly after the money aforesaid was given to him, and before the negotiations had finally fallen through, the said Lena Gardner asked the Defendant to let her have \$40 out of the amount, as she wished to buy a stock of Christmas things for her store and stall; which said sum of money Defendant then and there gave her. Defendant further states that about the middle of December, 1900, the said Lena Gardner came to Defendant and desired more money as she claimed she was about to take a place in the country and wished to pay some expenses.

Defendant then calculated the costs in the case, concerning which he had fully posted himself, and the fee that he believed himself legally entitled to, and found that there remained about fifty dollars over and above the amount of costs and fee. This fifty dollars Defendant promptly forwarded to Mrs. Gardner. Defendant further says that subsequent to this last mentioned incident the said Lena Gardner came to Defendant and desired more money, and Defendant then told her that the amount remaining in his hand would only be sufficient to pay the costs in the case and pay him such fee as he believed he was entitled to for his services in the matter.

Seventeenth-- Answering the seventh paragraph of said Bill, De-

defendant denies that his course in the matter was inconsistent with equity and good conscience or contrary to his duty as an attorney of this Honorable Court, (as alleged in said paragraph), but avers that he acted in good faith throughout, and in accordance with the agreement of Mrs. Gardner that he should be well paid for his services. Defendant further says that it was through no fault of his or lack of skill as an attorney that the said Lena Franks and Lena Gardner failed to receive full benefit from his services, but he, having brought about a condition of affairs in which the plaintiff were offered all that Defendant on her behalf had asked for in the said Bill in Equity, the plaintiff failed to take advantage thereof by reason of their to complete the transaction. That not only did this defendant use every effort in his legal capacity to bring about a satisfactory settlement in the case, but for more than two weeks devoted the larger part of his time to urging Mrs Gardner to raise the requisite amount of money to save the property, paying frequent visits to her home as well as to her stall in the Lexington Market for this purpose. Defendant even endeavored to get the money for her from friends of his own.

Eighteenth--Still answering the seventh paragraph Defendant denies Counsel on behalf of either Mina Franks or Lena Gardner ever requested the return of all the amount placed in his hands as here inbefore stated, but says the only question has been as to the amount of the fee to which Defendant is entitled for his services as will appear from a letter from Charles J. Bonaparte as such counsel, to the Defendant dated April 24th, 1900 and prayed to be taken as part of this answer. Defendant further says that, believing the amount retained by him as a fee was just and not exorbitant for the services rendered, did not feel that he should

accept the dictum of another attorney who could have nondefinite knowledge of the time, skill and labor expended by the Defendant in said case; but Defendant has always averred and does so still that he was and is ready and willing to abide by the decision of a competent tribunal as to the amount of the fee to which he should be entitled.

Nineteenth-- Answering the eighth paragraph of said Bill Defendant says that while he had not paid the costs at the time of the statement sent to Counsel for petitioners, yet he was responsible for the payment of the same, had ascertained the amount of same and has since paid them as will appear by receipts filed herewith and marked Defendant's Exhibit No. 4.

Twentieth-- Further answering said paragraph Defendant denies that the sums charged thereon are excessive and out of proportion to the services rendered, but avers as hereinbefore stated that the amount is just and not excessive. Defendant further denies that he is pecuniarily irresponsible, as alleged in said paragraph but avers that any just claim against him always has and always will be paid.

Twenty first-- Defendant further avers that at no time during the conduct of this case or after did either Mrs. Gardner or Mrs. Frank claim that defendant did not use every effort in his power to bring about a settlement of said case or that it was through any fault of defendant that the matter fell through; and Defendant was greatly surprised to find it alleged in the Petition filed in this case.

Twenty second-- Answering the ninth paragraph of said Petition defendant denies that his conduct has reduced the Petitioners to poverty and distress as alleged therein. As to being remediless at law Defendant repeats his statement that he is ready and will-

ing to abide by the decision of any competent tribunal and if decided against to pay over any difference.

Defendant further says that while the said amount of money partook at first of the nature of of a trust fund yet when in despite of the efforts of the Defendant the first purpose of same could not be accomplished the money was relieved of the first trust and became subject to the claim of the costs in the case and Defendants fee according to agreement as hereinbefore stated.

And now having answered fully and under oath all the allegations of said Bill or Petition and refuted all those material to the ~~xxx~~ same Defendant prays to be hence dismissed.

And as in duty &c

*R. Brent Walling*  
Attorney

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this ninth day of September, 1901, before the Subscriber, a Justice of the Peace of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared R. Brent Walling and made oath in due form of law that the matters and facts set forth in the foregoing answer are true to the best of his knowledge and belief.

*William D. Gould Jr.*

Before the Supreme  
Bench

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Frankes and Gardner

vs

R. Brent Walling  
an attorney

---

Defendants' Answer.

Mr Clerk

Please file answer and  
Exhibits (\*)  
R. Brent Walling  
Attorney

Filed 9<sup>th</sup> Sept 1901

Mina Frank  
and Lena Gardner

v-

R-Brent Walling  
an Attorney

In the  
Supreme Bench  
of  
Baltimore City.

Ordered by the Supreme Bench of  
Baltimore this 24<sup>th</sup> day of June  
1901, upon the Petition, Affidavit and  
Exhibits in the above entitled cause,  
that R-Brent Walling, an Attorney of  
this Court, show cause on or before the  
9<sup>th</sup> day of September 1901 why his  
name should not be stricken from  
the roll of Attorneys of the Supreme  
Bench of Baltimore being provided a  
copy of this order be served upon the  
said R-Brent Walling on or before the  
15<sup>th</sup> day of July 1901,

Henry D. Howard

*[Signature]*

J. William Dennis

Nancy Townsend Dan Howard

Geo. Alshack

Alfred Ritchie  
John Robert

Mrs. Frand and  
Lena Gardner  
vs  
R. Brent Walling  
an Attorney

Order to show cause  
why his name should  
not be stricken from  
roll of Attorneys

Copy of the within Order of Court read in R. Brent Walling  
on the 26<sup>th</sup> day of June 1901 in presence of James C. Elliott.

John B. Schwaner

Sheriff

Fees \$0.50

Filed 24<sup>th</sup> June, 1901

Mrs. Lena Yockle

As we are desirous to have again and repossess the premises situated  
at No. 1117 E. Baltimore street, in Baltimore City  
which you hold of us as Tenant, at will <sup>we</sup> hereby give you notice to  
remove from and quit the same thirty days after date of  
this notice

Dated the First day of March, 1890.

Richard F. Wagner / Emma M. Wagner





Mrs. Mina Franks

As We are desirous to have again and repossess the premises situated  
at N. 1117 E. Baltimore Street, in Baltimore City,  
which you hold of us as Tenant, at will <sup>we</sup> hereby give you notice to  
remove from and quit the same thirty days after date  
of this notice

Dated the First day of March, 1890.

Richard F. Wagner, Emma M. Wagner

Before the Supreme  
Bench

---

Franks and Gardner

vs

R Brent Halling  
an Attorney

---

Defendants Exhibit No 1

Ed. 9" Sep. 1801

Ordered by The Supreme Bench of Baltimore City this 15<sup>th</sup>  
day of January 1902 that the matter of the petition for  
the disbarment of R. Brent Walling, Jr and the same is  
hereby set for hearing on Monday February 3<sup>rd</sup> 1902; at  
ten o'clock A.M.  
and it is further ordered that Harlan, chief judge, and  
Judges Dennis, Wickes, Ritchie and Sharp Jr and they  
are hereby assigned to hear the said application;  
and it is hereby further ordered that the Clerk of the  
Supreme Bench forthwith forward a copy of this order  
by registered mail to Charles J. Bonaparte, Esq and <sup>the said</sup> R.  
Brent Walling

Henry D. Harlan  
J. William Dennis  
Charles E. Sharp

Mary Stockbridge  
John J. Dobler

Order setting the case  
of R. Brent Walling  
for hearing on Monday,  
February 3, 1902.

Filed 13<sup>th</sup> January, 1902

This card must be neatly and correctly made up and addressed at the post office where the article is registered.

The postmaster who delivers the registered article must see that this card is properly signed, postmarked, and mailed to the sender.

*Postmark of Delivery Office*

## Post Office Department.

OFFICIAL BUSINESS.

*Penalty of \$300 for private use.*

RETURN TO:

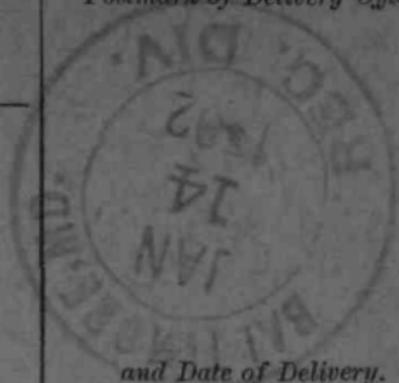
Name of Sender

Street and Number,  
or Post Office Box.

*Supreme Court*  
*Room 302*

**BALTIMORE,**

**MARYLAND.**



*and Date of Delivery.*

# REGISTRY RETURN RECEIPT.

Form No. 1548.

Received from the Postmaster at

57475

City

(Delivering office.)

Registered <sup>Letter</sup> <sub>Parcel</sub> No.

From Post Office at **BALTIMORE, MD.,**

Addressed to

R. Brent Halling

(Name of addressee.)

Date

1/14

, 1902

(Date of delivery.)

When delivery is made to an agent of the addressee, both addressee's name and agent's signature must appear in this receipt.

R. Brent Halling 7837

(Signature or name of addressee.)

(Signature of addressee's agent.)

A registered article must not be delivered to anyone but the addressee, except upon addressee's written order. When the above receipt has been properly signed, it must be postmarked with name of delivering office and actual date of delivery and mailed to its address without envelope or postage.

148

# REGISTRY RETURN RECEIPT.

Form No. 1548.

Received from the Postmaster at \_\_\_\_\_

(Delivering office.)

Registered { Letter  
Parcel }

No. 57476

**From Post Office at BALTIMORE, MD.,**

Addressed to \_\_\_\_\_

(Name of addressee.)

Date \_\_\_\_\_

1/14/1902, 1902

(Date of delivery)

When delivery is made to an agent of the addressee, both addressee's name and agent's signature must appear in this receipt.

(Signature or name of addressee.)

(Signature of addressee's agent.)

A registered article must not be delivered to anyone but the addressee, except upon addressee's written order. When the above receipt has been properly signed, it must be postmarked with name of delivering office and actual date of delivery and mailed to its address, without envelope or postage.



[FOREIGN SUMMONS.]

# Baltimore City, &c.

THE STATE OF MARYLAND.

To the Sheriff of Baltimore County, Greeting:

WE COMMAND YOU, That you summon

Lena Gardner, 3d Batonsville,  
Baltimore County



that he be and appear before the Judge of the Supreme Bench of Baltimore City, at the Court House in the said city, on the 3<sup>rd</sup> day in February next, to testify for

Lena Gardner vs R Brent Walling

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

Witness the Honorable HENRY D. HARLAN, Chief Judge of the Supreme Bench of Baltimore City, the 28<sup>th</sup> day of January in the year of our Lord nineteen hundred and ninety two

ISSUED the 28<sup>th</sup> day of January 1892

Robt Ogbe, Clerk.

Cost 40  
Summons  
Wm J. Delany  
Att

No. ....

Su. Ct.

SUMMONS

—FROM THE—  
Supreme Bench  
Superior Court of Baltimore City

Lena Gardner

vs.

R. Brent Walling

Received the 30 <sup>11</sup> day of

Jan <sup>1902</sup>  
and forthwith delivered to SHERIFF of  
Baltimore County.

Test:

M. Boyle  
Clerk.

.....  
Attorney.



IN THE CIRCUIT COURT FOR Baltimore COUNTY.

Lena Gardner

vs.

R. Brent Walling

RETURNABLE \_\_\_\_\_ day of \_\_\_\_\_, 1900.

I HEREBY CERTIFY, that on the 30 day of January,  
nineteen hundred and two, I received under cover from the Clerk of the Supreme Bench Superior Court of Baltimore  
City, process as above, and forthwith delivered the same to the Sheriff of Baltimore County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the

Seal of the Circuit Court for Balto County,

on this 30 day of January

nineteen hundred and two

M. Wesley Merryman  
Clerk of the Circuit Court for Baltimore County.

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RECEIPTS FOR PROCESS.

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Lena Gardner

vs

R Brent Walling

Before the  
Superior Bench

W. Davis, Clerk

I do hereby

for

Lena Gardner - Baton Rouge

Ralph Robinson - Equitable Bldg.

does to me all correspondence between  
him & R. Brent Walling with reference  
to the affairs of the petitioners.

Charles J. Paraparte  
Paul H. Burnett

Attys. for petitioners

January 25th 1902

In the Supreme Bench

Lena Gardner

vs

R. Brent Walling

Summons for  
witnesses

Feb 28<sup>th</sup> Jan 1904

Mina Grand  
and Lena Gardner  
v.  
B. Mrs. Walling

In the Supreme  
Bench of  
Baltimore City.

Ordered by the Court this 30<sup>th</sup> day of  
January 1902 that in view of the  
Communication of ~~Wm~~ Char. J. Bonaparte  
Esquire  
Counsel for Petitioners, which is herewith  
filed, and with the Consent of Charles F.  
Harley, Esquire, representing the  
Respondent, that the hearing of this  
cause which was heretofore set  
for Tuesday, February 3<sup>rd</sup> 1902, be  
and the same is hereby postponed,  
until the further order of the  
Court.

Henry D. Hartan

Chas. Miller

Albert Ritchie

John J. Dobbs

Samuel Sharf

Mina Franks  
and  
Lena Gardner  
vs  
R. Brent Walling

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Order postponing  
the case

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Filed 30<sup>th</sup> Jan. 1902

CHARLES J. BONAPARTE,  
ATTORNEY AT LAW,  
216 ST. PAUL ST., BALTIMORE,  
TELEPHONE 1712.

January 29th, 1902.

Hon. Henry D. Harlan,

Chief Judge Supreme Bench of Baltimore City,

My dear Sir:-

I respectfully submit for the consideration of the Supreme bench a letter from Mr. Charles F. Harley relating to the disbarment proceeding now pending against Mr. R. Brent Walling and a carbon of my reply; these are hereto annexed and marked respectively "A" and "B". The letter from me to which Mr. Harley refers is one filed as an exhibit with Mr. Walling's Answer: for the convenience of the Judges I append a copy marked "F", and, that it may be fully understood, copies of two letters from Mr. Walling to me and one from me to Mr. Walling which preceded it in a somewhat prolonged correspondence; these are marked, in order of date, "C", "D" and "E" respectively.

My letter of April 26th last indicated my opinion, not as to what was Mr. Walling's duty under the circumstances then existing, nor yet as to the legal rights of the parties who had consulted me, but as to what action on his part would relieve me of the very unpleasant duty of calling his conduct to the attention of the Supreme Bench. Had he then acted upon the suggestions of my letter, I should have advised my clients that they must seek any further redress to which they might deem themselves entitled through recourse to an ordinary suit at law: it is but just to them, however, to say that they have always consistently affirmed to me the accuracy of the second paragraph of their petition:

"That the said R. Brent Walling demanded, and was paid, the sum of \$5.00 as a retainer in the said case, and also \$2.00 to pay for a certified copy of the aforesaid deed, and it was further understood and agreed that he should receive no other or further compensation until the conclusion of the said suit, when he was to be paid out of the proceeds of the said property, which it was then expected and intended to have sold."

CHARLES J. BONAPARTE,  
ATTORNEY AT LAW,  
216 ST. PAUL ST., BALTIMORE,  
TELEPHONE 1712.

You will readily appreciate the personal gratification with which I shall learn that the Supreme Bench considers Mr. Walling's present action sufficient to justify the dismissal of the proceeding now pending against him, should this be the view taken by the Court; and, holding myself entirely subject to its orders in the premises, I remain, Sir,

yours very respectfully and truly,

Dictated.

*Charles J. Bonaparte.*

CHARLES F. HARLEY,  
ATTORNEY AT LAW,  
110 EAST LEXINGTON ST.,  
BALTIMORE, MD.

A

January 28, 1902.

Dear Sir:-

Referring to the case of Frank and Gardner vs. Walling before the Supreme Bench, I beg leave to advise you that I have been requested by Mr. Walling to represent his interests therein. I have gone over the papers cursorily; and it seems at first glance to be a question of dispute as to the amount of a fee. Mr. Walling is charged with having retained an excessive fee; and your clients have appealed to the Supreme Bench, because they have no confidence in his ability to pay in case his liability for any excess is determined.

On behalf of Mr. Walling, I wish to say that he is willing to pay into your hands as a stake holder such sum as, in your judgment, is excessive, to abide the result of any one of the following three propositions which may commend itself to your judgment:

- 1.- Suit for the amount in a Court of competent jurisdiction.
- 2.- Arbitration at the hands of three men to be selected and paid in the usual way.
- 3.- Your own individual judgment in the premises after giving us a hearing on the merits of Mr. Walling's claims.

As an evidence of Mr. Walling's good faith, I enclose certified check for Ninety-Seven Dollars, the amount mentioned in your letter.

With best wishes, I have the honor to be

Your obedient servant,

*Charles F. Harley*  
Attorney for R. Brent Walling.

Charles J. Bonaparte, Esq.,  
Counsellor-at-Law,  
216 St. Paul st.

C  
Baltimore, Md., March 22nd, 1901.

Mr. Charles J. Bonaparte;-

Dear Sir:-

Although scarcely able, physically, to do so, I shall endeavor to send you promised statement in the Gardner-Franks matter. I would preface my statement by saying that Mrs. Gardner urged me a long time before I consented to take the case, and I finally did so reluctantly, as previous observation and experience had led me to believe that she is a very troublesome and dissatisfied person, always claiming that another attorney and other parties had swindled her. I further refused to take the case without the direct employment of the mother. I finally agreed to take the case with the express understanding that I was to make asmuch out of the matter as I could. I demanded the payment of the first five dollars as an evidence of Mrs. Gardner's good faith. The two dollars she paid for the certified copy of deed used as exhibit in case. Mrs. Franks and, of course, Mrs. Gardner with her were about to be evicted from the property (as per notice which I have), when I filed the proceedings to stop them. My object and purpose in this matter was to keep the case from coming to an issue for as long a time as possible, as I did not have a great deal of confidence in its final success; and in the meantime Mrs. Frank and Gardner were enjoying the property and Mrs. Frank was collecting anywhere from \$40.00 to \$60.00 per month from sub-tenants while doing so. So it seemed to me that a masterly inactivity was the wisest policy to pursue and the one I adopted. The defendants tried to make me proceed. They finally filed a petition for an injunction to stop Mrs. Frank from collecting the rents, but finding that they had filed no bond, I advised my clients not to notice the order served on them. Finally my dilatory tactics proved successful. Expenses accumulated on the property and Mrs. Wagner and her husband were becoming liable for them without any collections coming in; so they finally agreed to deed back the property to Mrs. Franks if she would pay off sufficient of the expenses to relieve the Wagners from more loss than they claimed to have already suffered. After repeated dickering, Mr.

Ralph Robinson, who represented the owners, named a sum (five hundred dollars), and a time limit of several days to raise the money. This was apparently satisfactory to my clients and they undertook to raise the money. Finally Mrs. Gardner said that they had arranged to raise the money; what her mother lacked being supplied to a limited extent by her, and the balance loaned by a sister of Mrs. Franks. So I notified Mr. Robinson that we were ready, prepared the deed for the transfer of the property back to Mrs. Franks and gave it to the attorney for the defendants to have executed. This he did. Then Mrs. Gardner came back and said that they could not raise the amount, but she would give me what she had with her (\$383.00), and that I could see what I could do with that. I worked with Mr. Robinson for about two weeks, and made various propositions to him, but could not get him to accept a less sum than five hundred dollars. In the meantime, before Christmas, Mrs. Gardner said she needed money for goods for the holidays and she would like to have some back, also saying that she would pay back what she got from me. She named forty dollars as the sum, and I gave it to her. When the negotiations with Mr. Robinson failed, I stated to my clients that, it being impossible to use the money for the payment of expenses on the property, and all chance of making my fee out of the property being gone, I should retain the amount I had, as it was just about enough to pay my fee and costs. Mrs. Gardner was perfectly satisfied. Afterwards she came to me and wanted more money, in fact, all I had in hand pretty much. I calculated the trouble I had had and the time I had consumed in the matter, and after deducting what I deemed a fair fee and the costs, I sent her fifty dollars, which left me less than I originally intended to charge. Finally she came again and demanded one hundred and fifty dollars more, so, in justice to myself, I refused to pay out any more. The papers in the case represent but a very fractional part of the time, work and worry which the case has cost me, and I think my fee is just and right. I did all my part in the case as agreed, but the failure rests with my clients. Mr. Burnett claims that Mrs. Gardner is willing to allow me a fee; I want no more than I am legally entitled

to, but though I would be glad to accept your opinion on other subjects, I am not willing to have you determine arbitrarily the amount of my fee when you cannot possibly know the amount or extent of the work and service rendered by me. If Mrs. Gardner feels agrieved, she has her remedy in a suit at law, and I am perfectly willing to abide by the decision of a Court of Law, but I do not think you should ask me to accept your decision as to the value of my services. I do not mean any discourtesy to you in making this statement, and hope you will so understand it. As to the question of destitution mentioned in your letter, I would say that I fear you have been misinformed, as Mrs. Gardner has a stall in the Lexington Market, for which she has refused an offer of one thousand dollars, and from which she draws a rent of ten dollars a month and Mrs. Franks has two houses.

I give below a statement of my claim and account.

Yours respectfully,

R. Brent Walling.

R. Brent Walling in acct. with Mina Frank and Lena Gardner.

	dr.	
To amount placed in my hands to the credit of the case of Frank vs. Wagner		\$383.00
Received from Mrs. Gardner		10.00
		<u>\$393.00</u>
	Cr.	
To fee for professional services in said case		\$200.00
To costs in case		50.00
To professional services and advice rendered Mrs. Gardner personally		50.00
To amount returned to Mrs. Gardner		90.00
		<u>\$390.00</u>
Balance due	\$3.00	

This is a reduced amount.

DD

April 9th, 1901.

R. Brent Walling Esq.,

#228 St. Paul Street, City,

My dear Sir:-

I have examined with some care the circumstances connected with Mrs. Gardner's and Mrs. Frank's claim against you, and I regret to find that in several respects the version given in your last letter to me is very seriously inconsistent with the results of this investigation. You claim in this letter a credit of \$50.00 for the costs of the cause: these costs, however, have not been paid; they had not even been taxed until Mr. Burnett caused this to be done, and they amount to only \$30.00. The correspondence between Mr. Ralph Robinson and yourself seems also at variance with what you say in this letter, and yet more so with what I understand you stated verbally to Mr. Burnett. These discrepancies are the more regrettable because of the entire difference of recollection between your former clients and yourself as to other very material circumstances; and I write now to express the very earnest hope that you may be able to make them such a proposition as will remove, in the view of any impartial person, their grounds of complaint against you. I leave the City tonight to be absent until Saturday. I trust that when I return I shall find that the affair has been so adjusted as to relieve me of the necessity of any further action in connection with it, and I remain, Sir,

yours very respectfully and truly,

Dictated.

Charles J. Bonaparte.

F

April 26th, 1902.

R. Brent Walling Esq.,

#228 St. Paul Street, City,

My dear Sir:-

Since I last heard from you I have been continuously engaged in Court during all the business part of each day, and my afternoons have been unavoidably devoted to matters which admitted of no delay. I have, however, given careful consideration to all the circumstances attendant on the subject matter of our correspondence, and, in reply to your request for suggestions looking to a satisfactory settlement, I venture to express the hope that you will, with as little delay as possible, pay the costs for which you claim allowance in the memorandum which you furnished me, and place at Mrs. Gardner's disposal the balance remaining in your hands, after deducting a fee of \$150.00 for your services, rendered to her mother and herself in their recent litigation. I make this suggestion to you by way of advice and as a member of our common profession of somewhat greater experience than yourself, and do not complicate the question by any reference to possible consequences of your failure to adopt it. To be entirely candid, however, I must admit that I am somewhat personally anxious that you should be willing to act upon it, since I will thus be relieved from a very unpleasant duty.

I remain, my dear Sir,

yours very respectfully and truly,

Dictated.

Charles J. Bonaparte.