

In re

G. Guy Wilson.

Order to answer  
Charges by April  
26, 1902.

Copy of the written

Order of Court passed  
in G. Guy Wilson on the  
21<sup>st</sup> day of March 1902 at  
1-15 O'Clock P.M. in presence  
of William E. Anderson.

George Warfield  
Sheriff

Filed 20<sup>th</sup> March, 1902

*[Faint, mostly illegible handwritten notes in the left margin, possibly including names like 'G. Guy Wilson' and dates.]*

Baltimore City  
at  
Catharine Bench

per

*[Faint, mostly illegible handwritten notes in the right margin.]*

In the  
Supreme Bench  
of  
Baltimore City.

Ordered by the Court this 20<sup>th</sup> day of March  
1902, that the Communication of  
E. D. Talbot, under date of March 3<sup>rd</sup> 1902,  
with accompanying affidavits, be filed  
with the Clerk of this Court, and that  
G. Guy Wilson Esquire, a member of this  
Bar, <sup>named in this Communication</sup> and he is hereby required to  
answer the charges therein made against  
him, in or before the 26<sup>th</sup> day of April 1902,  
provide a copy of this order, and of the  
said Communication of E. D. Talbot,  
be served by the Sheriff upon the said  
G. Guy Wilson in or before the 5<sup>th</sup> day of  
April 1902.

Henry B. Harlan  
Charles M. ...

J. William Dennis  
David Grandin

Robert Ritchie  
Paul S. McKee  
John J. Dober

Mary Stoubridge

418 East North Avenue

Baltimore, March 3, 1902.

Hon. Henry D. Harlan,  
Chief Judge Supreme Bench,  
Baltimore City.

Dear Sir:-

I beg leave to present the following charges against Mr. G. Guy Wilson, member of The Baltimore Bar, and pray they may be investigated by your Honorable Body:

I had a magistrate's appeal case in the City Court and had employed counsel to defend same-upon his removal from the city a rule was laid for me to employ new counsel.

This being done the case was solicited by Mr. Wilson and entrusted to his care.

On Feby 18, the case came up before His Honor Judge Phelps, Mr. Wilson had not notified me the case had been set for trial nor was he present when it was called. I had what I considered ample defense had I an opportunity to present it, but when the case was called no plaintiff being in ~~xxx~~ court and no attorney to represent him it was decided adversely to me by default. This happened between 10 and 11 A. M. After 12 M, Mr. Wilson called me over telephone, but I being away from my place of business the message was delivered to me incorrectly, the matter then, however, had been disposed of by the court.

The following day Mr. Wilson called me at telephone and informed me that appeal had been dismissed with costs, that he was present in court and made plea for me, that he did all he could to have the case delayed until I could be brought into court. He also informed me that his object in calling me at telephone on day of trial was to get me into court, but mark your Honor you will see by accompanying affidavit of man who rec'd message that it was from one hour to hour and half after case had been disposed of.

Mr. Wilson then informed me that he would see the defendant's attorney and have the matter held over for one week, this he

failed to do as on ~~XXX~~ following day a constable appeared with execution on judgement, which I satisfied.

I called on Mr. Wilson again and informed him he had not been in court when case was tried, he again insisted that he had been and had made plea for me. At this interview he told me that he had seen the Clerk of the City Court and made an arrangement whereby I would not have to pay the court costs (\$16.05), that there were costs laying in that court for 10 to 20 years and they did not bother people and that by his intervention I would not have to pay mine.

I called on the clerk and discovered no such arrangement had been made nor could such a one be made by Mr. Wilson.

I waited on Mr. Wilson again and insisted that he had not been in court at the trial, he again asserted that he had been, but as the case had gone against me he would remit his appearance fee, \$4.50, from the court costs. Upon assuring myself that he was not present at trial I declined this profer and settled the full amt (\$16.05). After which I had an interview with Mr. Wilson and told him inasmuch as he had given me no notice of trial<sup>the</sup> and had not been in court at the time and as he was to blame in the matter I thought he should refund me the court costs. He reiterated that he had been at trial and declined to do so.

Upon me telling him I intended bringing the matter before your Honorable Body he threatened to lock me up for black mail if I did.

You can summon Mr. Augustus C. Binswanger, member of Bar, who knows he was not in court & paid no attention to matters. I presume also the court record would make some note of it.

I accompany this with my own affidavit and also that of the man who recd telephone message on day of trial, this I send to establish the time of ~~the~~ recpt, being after trial was over, and it being the first attempt of Mr. Wilson to notify of the matter.

Mr. Wilson's fee has been paid him. I first called the attention of His Honor Judge Phelps to this matter and he directed me to address this to you.

Now in view of the facts that Mr. Wilson gave me no notice of the time of trial, of his failure to be present when the case

was tried, of his repeated assertions that he was, of his misrepresentations as to the court costs, of the other deceptions practiced upon me, and his threat to lock me up if I presented the matter to your Honorable Body. I think some action should be taken to check such reprehensible practices and I therefore submit this to you for such action as reason and justice may dictate.

Yours very respectfully,

E. D. Halbert.

Sworn to and subscribed before me March 3d, 1902.

(SEAL.)

John L. Hebb,

Justice of the Peace.

Balto., Md., March 3, 1902.

This certifies that on Feby, 18, 1902, being in the employ of Mr. E. D. Halbert, part of my duties being to answer telephone in his absence, on the above date in answer to a signal by telephone I recd a message but through a misunderstanding I reported it incorrectly, this was after 12.15 P. M., being during dinner hour, Mr. Halbert being away to his lunch.

Alfred T. Boston.

Sworn to and subscribed before me March 3, 1902.

(SEAL.)

John L. Hebb,

Justice of the Peace.

In the  
Supreme Bench  
of  
Baltimore City.

Ordered by the court this 20th day of March, 1902, that the communication of E. D. Halbert, under date of March 3d, 1902, with accompanying affidavits, be filed with the Clerk of this Court, and that G. Guy Wilson, Esquire, a member of this Bar, named in the communication, be and he is hereby required to answer the charges therein made against him on or before the 26th day of April, 1902; provided a copy of this order, and of the said communication of E. D. Halbert, be served by the Sheriff upon the said G. Guy Wilson on or before the 5th day of April, 1902.

Henry D. Harlan,  
Charles E. Phelps,  
J. Upshur Dennis,  
Dan'l Giraud Wright,  
Albert Ritchie,  
Pere L. Wickes,  
John J. Dobler,  
Henry Stockbridge.



STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

On this 22d day of April, 1902, before the subscriber, a justice of the peace for said City, personally appeared H. Clay Folger and, being duly sworn, deposed as follows:

Deponent has read the answer of G. Guy Wilson, Esq., to the charges contained in a communication of E. D. Halbert. He has a personal knowledge of the transactions in question between Mr. Wilson and his former client and knows said answer to be true in every material and substantial particular.

H. Clay Folger.

Subscribed and sworn to before me

Wm. D. Gould, J. P.

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

On this 22d day of April, 1902, before the subscriber, a Justice of the Peace for said City, personally appeared

and being duly sworn, deposed as follows:

On the 21" day of April, 1902, deponent was in the company of E. D. Halbert, at the latter's place of business in Baltimore, and, in course of conversation, the charges against Mr. G. Guy Wilson made by said Halbert were referred to. Deponent informed said Halbert, that he was acquainted with Mr. Wilson, whereupon said Halbert said to deponent, "You go see that fellow Wilson and tell him to pay me the amount of that claim and costs and I will squash the case against him." Deponent repeated this conversation to Mr. Wilson, who promptly replied, that he would not be concerned in any such transaction.

H. Clay Folger.

Sworn to and subscribed before me

William D. Gould, J. P.

TO THE HONORABLE,

THE JUDGES OF THE SUPREME BENCH OF BALTIMORE CITY:

The answer of G. Guy Wilson to certain charges made against him in a communication to this Honorable Court by E. D. Halbert:

1. This respondent avers, that he was regularly employed by said E. D. Halbert in the case referred to, the employment having been in no proper sense "solicited", the circumstances that led to this respondent's appearance in said case being as follows:

After said case, which arose on appeal from a justice of the peace, had been docketed in the Baltimore City Court, the counsel of record for the defendant, Harry S. Gardiner Esq., removed from the State and terminated his connection with the case. Said Gardiner, thereafter, while visiting the City of Baltimore, sent a message, through H. Clay Folger Esq., a student of law, that he desired your respondent to appear in his, Gardiner's stead in said case, if said Halbert were willing. Your respondent thereupon authorized said Folger to communicate this suggestion of said Gardiner to E. D. Halbert, who at once employed respondent to appear for him, agreeing to pay for the services to be rendered in the premises the sum of five dollars on December 23rd., 1901. This will more fully appear from a copy of a writing herewith filed, marked "Respondent's Exhibit No. 1."

2. That said Halbert was, at the time of employ-

ing the respondent, under a rule to employ new counsel, and, together with the above-mentioned document, sent to the respondent a copy of the rule.

3. That said Halbert did not, until the time hereinafter stated, pay to the respondent the small sum agreed upon, but, in response to several demands therefor sent to respondent insulting messages, imparting his determination not to make payment, and the respondent finally sent said Halbert notice, that he intended to strike out his appearance.

4. That thereafter the case came to be in the preliminary call and was marked for trial by the plaintiff, whereupon the respondent promptly notified his client of this fact, sending him the clerk's notice and fully informing him as to the import of the proceeding of marking for trial and received in response the following letter:

E. D. HALBERT  
WHOLESALE DEALER IN  
PAPER STOCK  
110 S. FREDERICK STREET.

Baltimore, Md. Feby. 14, 1902.

Mr. G. Guy Wilson,

Dear Sir:-

I will not be able to pay you your \$5. until after Tuesday next when you can depend on it. If this is satisfactory try and have case postponed as I have

no witnesses ready. If not satisfactory the case will have to go by default. I would rather not this happened.. If you will look after it I will pay you Wednesday next.

Yours truly,

E. D. Halbert..

Call me by C. & P. telephone 3618 M and let me know to-day.

5. That thereafter respondent sent a message to his client, delivered to him in person by Mr. Folger, that he would not try the case, unless his fee were paid, to which said Halbert sent a reply, "that if Mr. Wilson could not wait for the fee, just let the case go by default as I wrote him."

6. That notwithstanding his client's action, the respondent, actuated by a perhaps over-anxious desire to benefit and protect the client, kept a watch upon the case and, having, on the 17th. day of February, 1902, ascertained from the court clerk, Mr. <sup>W</sup>Boyerman, through Mr. Folger, that the case would positively be called for trial on the following day, again notified his client and was again told in return to let the case go by default.

7. That on the morning of said following day, shortly after half-past nine o'clock, the respondent telephoned to his client's place of business that the case would be called, and Mr. Folger remained in court until the case was actually tried, prepared to notify the respondent and bring him into court, if his client should appear;

but about eleven o'clock the case was called and tried, with the result of judgment of appeal dismissed..

8. That thereafter the respondent again tried to reach his client by telephone, but the latter was absent, and on the following morning sent respondent a letter, bearing a post-mark indicating that it had been mailed at 9 P.M. of February 18th., worded as follows:

E. D. HALBERT  
WHOLESALE DEALER IN  
PAPER STOCK  
110 S. FREDERICK STREET.

Baltimore, Md. Feby. 18, 1902..

Mr. G. Guy Wilson,

Attorney 239 Calvert Building, City.

Dear Sir:-

Enclosed find check for \$5. as promised. I do not have much time to get around or I would call to see you. Please give me little notice before trial to have my witnesses ready. The next time it is set I should like to have it tried and over with.

Yours truly,

E. D. Halbert.

9. That upon receipt of said letter, the respondent telephoned to said Halbert, giving him a true and correct statement of what had actually occurred, as above set forth, and said Halbert expressed himself satisfied with what had been done for him in the premises by your re-

spondent and employed your respondent to act for him in another suit before Justice Wilmer Emory, whose office is at the northwest corner of Lexington and Calvert streets..

10. That execution was issued upon the judgment against said Halbert, and the respondent, to the best of his ability, at his client's instance and request, endeavored to obtain a stay thereof, but did not succeed, and thereafter voluntarily offered to waive his docket or appearance fee, and so informed his client, that being the only statement he ever made in regard to the costs.

11. That thereafter said Halbert, claiming to have been advised in the premises by some person or persons whose identity he did not disclose to this respondent, changed his attitude and demeanor and demanded that your respondent pay back to him the amount of the judgment and costs in his case, adding, that if respondent would not comply with this demand, "he (Halbert) would ruin him." Your respondent, conscious of his rectitude and entire propriety of conduct in the premises, and believing that this was an attempt to extort money from him without right or semblance of right, made reply to this threat, in language more forcible than elegant, "You scoundrel, this is nothing but blackmail." To this, said Halbert in effect replied, that he must make this money "out of somebody", and then followed the accusation with which your respondent is now confronted..

12. This respondent, deeply humiliated by the attitude in which he is placed through what he now realizes was his weakness in not having promptly struck out his appearance for a client who did not keep faith with him and abused his kindness, wishes to state most emphatically, in conclusion, that throughout the transaction in question his conduct has been characterized by the strictest honor and propriety, and he further asserts, that his accuser is an entirely unprincipled and unreliable person, who is resorting to the present proceeding for purposes of oppression and wrong. In confirmation of this assertion, your respondent further states, that during the pendency of this proceeding, said Halbert, evidently believing that the matter is under his control, made a proposition to the respondent, that upon the payment of a sum of money he would "dismiss" this proceeding, as will appear more fully from an affidavit herewith filed, marked "Respondent's Exhibit, No. 2."

*Guy Wilson*

*Lewis Kochlynski  
Attorney for Respondent*

Supreme Bench of Baltimore City

G. Guy Wilson

Answer to Charges

Mr. Clerk - Please file  
Lewis Redelmeier  
Atty for G. Guy Wilson

of the above answer the fine.

heard G. Guy Wilson and made oath, that the allegations

of a Justice of the Peace for said City personally ap-

On this 25<sup>th</sup> day of April, 1902, before the subscrip-

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

*Handwritten signature*

Filed 25<sup>th</sup> April, 1902

418 East North Avenue

Baltimore March 2 - 1902

Hon Benny W. Harlan  
Chief Judge Supreme Bench  
Baltimore City

Dear Sir.

I beg leave to present the following charges against Mr. G. Guy Wilson member of the Baltimore Bar, and pray they may be investigated by you Honorable Body.

I had a magistrate's appeal case in the City Court and had employed counsel to defend same - upon his removal from this city a rule was laid for me to employ new counsel -

This being done the case was solicited by Mr Wilson and entrusted to his care -

On Feb 18, the case came up before his Honor Judge Phelps. Mr Wilson had not notified me the case

had been set for trial nor was he present when it was called. I had what I considered ample defense had I an opportunity to present it, but when the case was called no plaintiff being in court and no attorney to represent him it was decided adversely to me by default. This happened between 10 and 11 A.M. After 12 M. Mr Wilson called me over telephone but I being away from my place of business the message was delivered to me incorrectly the matter then however had been disposed of by the court.

The following day Mr Wilson called me at telephone and informed me that appeal had been dismissed with costs, that he was present in court and made plea for me that he did all he could to have the case delayed until I could be brought into court. He also informed me that his object in calling me at telephone on day of trial was

to get me into court but mark you Honor. you will see by accompanying affidavit of man who recd message that it was from one hour to hour and half after case had been disposed of.

Mr Nelson then informed me that he would see the defendants attorney and have the matter held over for one week this he failed to do as on following day a Constable appeared with execution on judgement which I satisfied -

I called on Mr Nelson again and informed him he had not been in court when case was tried. he again insisted that he had been and had made plea for me. At this interview he told me that he had seen the Clerk of City Court and made an arrangement whereby I would not have to pay the Court costs (\$16.05) that there were costs paying in that court for 10 to 20 years and they did not bother people and that by his intervention

I would not have to pay mine.

I called on the Clerk and discussed no such arrangement had been made nor could such a one be made by Mr Wilson.

I waited on Mr Wilson again and insisted that he had not been in Court at the trial he again asserted that he had been - but as the case had gone against me he would remit his appearance fee \$4.50 from the Court costs. Upon assuming myself that he was not present at trial I declined this offer and settled the full amt (\$16.05) after which I had an interview with Mr Wilson and told him inasmuch as he had given me no notice of the trial and had not been in Court at the time, and as he was to blame in the matter I thought he should refund me the Court costs. He retorted that he had been at trial and declined to do so.

Upon me telling

in I intended bringing the matter before your Honorable Body he threatened to lock me up for black mail if I did.

You can summon Mr Augustus B. Burwange member of Bar who knows he was not in court & paid no attention to matters. I presume also the Court record would make some note of it.

I accompany this with my own affidavit and also that of the man who recd telephonic message on day of trial that I send to establish the time of its receipt being after trial was over, and it being the first attempt of Mr Wilson to notify of the matter.

Mr Wilson  
 Joe has been paid him - I just called the attention of His Honor Judge Phelan to this matter and he directed me to address this to you.

Now in view of the facts that Mr Wilson gave me no notice of the time of trial, of his failure to be present

When the case was tried. of his repeated  
assertions that he was - of his misrepresentations  
as to the Court costs. of the other deceptive  
practices upon me - and his threat to box me  
up. I presented the matter to your Honorable  
Body - I think some action should be taken  
to check such reprehensible practices and  
I therefore submit this to you for such <sup>action</sup>  
reason and justice may dictate

Yours very respectfully  
E. D. Halbert

known to and subscribed  
before me March 3<sup>d</sup> 1902

John S. Keft

Justice of the Peace

Supreme Bench of Baltimore City

vs

G. Guy Wilson

Respondent's Exhibit No. 2

Mr. Clerk - Please file  
Lewis Rogelheiser  
Atty of G. Guy Wilson

*[Handwritten signature]*

Filed 25<sup>th</sup> April, 1902

... said to deponent, "You do see that fellow Wilson and tell  
he was acquainted with Mr. Wilson, whereupon said Halbert  
were referred to. Deponent informed said Halbert, that  
the charges against Mr. G. Guy Wilson made by said Halbert  
of business in Baltimore, and, in course of conversation,  
was in the company of E. D. Halbert, at the latter's place  
On the 8<sup>th</sup> day of April 1902, deponent  
sworn, deposed as follows:

and being duly  
advised

acquired, a Justice of the Peace for said City, personally

On this 25<sup>th</sup> day of April, 1902, before the sub-

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

On this 21<sup>st</sup> day of April, 1902, before the subscriber, a Justice of the Peace for said City, personally appeared \_\_\_\_\_ and being duly sworn, deposed as follows:

On the 21<sup>st</sup> day of *April* 1902, deponent was in the company of E. D. Halbert, at the latter's place of business in Baltimore, and, in course of conversation, the charges against Mr. G. Guy Wilson made by said Halbert were referred to. Deponent informed said Halbert, that he was acquainted with Mr. Wilson, whereupon said Halbert said to deponent, "You go see that fellow Wilson and tell him to pay me the amount of that claim and costs and I will squash the case against him." Deponent repeated this conversation to Mr. Wilson, who promptly replied, that he would not be concerned in any such transaction.

*A. C. Lay Folger*

---

Sworn to and subscribed before me

*William D. Gould Jr.*

---

*not wanted to do it myself  
was for  
with me*

Deponent Bench of Baltimore City

Guy

G. Guy Wilson

Affidavit of Roger W. Barron  
Mr. Clerk - Please file  
Lewis Kochersinger  
Atty for G. Guy Wilson

Filed 25<sup>th</sup> April, 1902

not believe him on oath.

and from his knowledge of said Halpert's character would

Halpert to be an utterly unreliable and untrustworthy person,

known E. D. Halpert for some 12 years and knows said

at Nos. 17 and 17 1/2 W. Pratt Street, Baltimore. He has

Deponent is a commission merchant, doing business

follows:

deponent Roger W. Barron and being duly sworn, deposed as

scribed, a Justice of the Peace for said City, personally

On this 20 day of April, 1902, before the sub-

STATE OF MARYLAND, BALTIMORE CITY, WIT:

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

On this 26 day of April, 1902, before the subscriber, a Justice of the Peace for said City, personally appeared Roger W. Barron and being duly sworn, deposed as follows:

Deponent is a commission merchant, doing business at Nos. 17 and 117 W. Pratt street, Baltimore. He has known E. D. Halbert for some 15 years and knows said Halbert to be an utterly unreliable and untruthful person, and from his knowledge of said Halbert's character would not believe him on oath.

Roger W Barron

Signed and sworn to before me,

William D Gould J.P.

Supreme Bench of Baltimore City

G. W. W.  
G. Guy Wilson

Affidavit of H. Gray Folger

1 No. Clerk - Please file  
Lewis Hochheimer  
Atty for G. Guy Wilson

Subscribed and sworn to before me

attest that I am a

knows said answer to be true in every material and sub-  
question between Mr. Wilson and his former client and  
pert. He has a personal knowledge of the transactions in  
to the charges contained in a communication of E. D. Hal-

Deponent has read the answer of G. Guy Wilson and  
follows:

Deponent H. Gray Folger and being duly sworn, deposes as

or, a Justice of the Peace for said City, personally at-

On this 25th day of April, 1902, before the subscrip-

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

*[Handwritten signature]*  
*[Handwritten signature]*

Filed 25th April, 1902

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

On this <sup>d</sup> 22<sup>d</sup> day of April, 1902, before the subscriber, a justice of the peace for said City, personally appeared H. Clay Folger and, being duly sworn, deposed as follows:

Deponent has read the answer of G. Guy Wilson Esq. to the charges contained in a communication of E. D. Halbert. He has a personal knowledge of the transactions in question between Mr. Wilson and his former client and knows said answer to be true in every material and substantial particular.

H. Clay Folger.

Subscribed and sworn to before me

Wm D Gould Jr.

Leslie  
vs  
Halbert

Re: Leslie vs Halbert No. 1

State of Cole

vs

Edward S. Halbert

} On the Balto City Court  
Magistrate's Appeals  
non-jurics no 360. Sept Term

I hereby authorize and empower Guy Wilson  
to enter his appearance to defend me  
in the above entitled case, and  
hereby authorize and empower the said  
Guy Wilson, to strike out the appearance of  
Harry S. Gardiner and I further agree to pay  
said Guy Wilson the sum of five dollars on Dec 23-1901.  
W. C. Lay Folger  
E. S. Halbert

Superior Bench of Baltimore City

Case

G. Guy Wilson

Respondent's Exhibit No. 1

Mr. Clerk - Please file  
Lewis Hochheimer  
Atty for G. Guy Wilson

Filed 25<sup>th</sup> April, 1902

In re  
As. Guy Wilson

Copies of the within Order  
Received on C. D. Albert  
E. G. Guy Wilson on the  
29th day of April 1902.

George Warfield

Sheriff

(Stanley)

Filed 29<sup>th</sup> April, 1902

In re  
G. Guy Wilson

In the Supreme  
Court of Baltimore  
City.

The Answer of G. Guy Wilson to the  
charges of E. D. Talbot having been  
read and considered by the Court,  
it is by the Court ordered this  
29<sup>th</sup> day of April 1902, that the  
said matter be set for hearing on  
the 12<sup>th</sup> day of May 1902 at 10  
o'clock A.M. <sup>provided</sup> and that a copy  
of this order be served upon the  
said E. D. Talbot and the said  
G. Guy Wilson in or before the 5<sup>th</sup>  
day of May 1902.

Henry D. Harlan  
J. Stephen Dunning  
Samuel M. Wright  
Paul L. McKee  
John D. Dobler  
Mary Stoddard  
Geo. W. Shatt

In re  
G. Guy Wilson

In the Supreme  
Bench of Baltimore  
City--

The evidence in this case does not show censurable misconduct of the attorney, G. Guy Wilson, during the pendency of the Magistrate's appeal in which he undertook to represent Mr. E. D. Halbert, but does disclose reprehensible equivocation and recklessness in statements on the part of the attorney after the appeal was dismissed. The lawyer's obligation "to demean himself fairly and honorably in his office" requires perfect candor and absolute frankness and truth in all communications with his clients.

In this case the client was not put to any material loss or disadvantage by those statements of his attorney which we find were unwarranted by the facts.

We do not deem the evidence in this case sufficient to subject the respondent to discipline beyond the censure which must result from the findings above set forth.

The Rule will therefore be discharged.

Henry W. T. Harlan  
D. M. M. M. M. M.  
John J. Doble  
Henry Stockbridge  
G. W. W. W. W.

Order of suspension  
G. Guy Wilson

June 1888

In re  
G. Guy Wilson  
Order of Supreme Bench

The rule will therefore be discharged.  
Result from the findings above set forth.  
ject the respondent to discipline beyond the censure which has  
We do not deem the evidence in this case sufficient to sus-  
find were unwarranted by the facts.

or disadvantage by those statements of his attorney which we  
In this case the client was not put to any material loss  
cations with his clients.  
fect candor and absolute frankness and truth in all communi-  
mean himself fairly and honorably in his office" requires per-  
the speech was dismissed. The lawyer's obligation "to de-  
recklessness in statements on the part of the attorney after  
E.D. Halbert, but does disclose reprehensible edification and  
the Magistrate's speech in which he undertook to represent Mr.  
conduct of the attorney, G. Guy Wilson, during the pendency of  
The evidence in this case does not show censurable mis-

*Wm. M. Clark*  
*John J. ...*  
*John J. ...*  
*John J. ...*  
*John J. ...*  
*John J. ...*

Filed 24<sup>th</sup> June 1902

*Dr. ...*  
*Dr. ...*  
*Dr. ...*

*John J. ...*  
*John J. ...*  
*John J. ...*

S U P R E M E B E N C H .

---

HEARING OF CHARGES AGAINST G. GUY WILSON, Esq.,  
A MEMBER OF THE BALTIMORE CITY BAR, PREFERRED BY EDWARD D.  
HALBERT.

---

Baltimore, Md., May 12, 1902.

EDWARD D. HALBERT, being duly sworn, testified as follows ; -

This was an appealed case. Justice Emory decided against me in his court, and I took an appeal. I at first employed Mr. Harry Gardner as my attorney, to whom I paid a fee. He afterward left the city, and there was a rule laid on me to employ new counsel. Soon after that there was a young man who called on me from Mr. Wilson's office soliciting the case. I told him it had given me considerable trouble, and I was inclined to settle the case. He asked me what evidence I could produce, and I told him, and he said "We will take the case for five dollars" and we will surely win out on the evidence. Then I told him that Mr. Clark had written to me in the matter, and to call upon him, and he said he would arrange that with Mr. Clark; that he had studied under him or had been employed in his office, and that Mr. Wilson had been employed in his office,

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and that he could arrange that satisfactorily. I told him I had paid one fee, and I didn't intend to pay any more; and he said, as to the fee, we are hustlers for business, and you can pay the fee at your convenience.

Several times after that there were messages from Mr. Wilson to me demanding his fee, and finally he sent me this letter of February 14th.

"Mr. Halbert, - Dear Sir, Your case comes up, as you will see by notice. Unless you pay my fee at once, I shall strike out my appearance and you will have to suffer the consequences. Respectfully, G. Guy Wilson."

That was on February 14th. I wrote Mr. Wilson a letter in reply to this, telling him that I couldn't pay him his fee until the following Tuesday which was the 18th, but I would pay it to him on that date, and if that was not satisfactory I didn't care to bother with the case, and it would have to go by default. That was the substance of the letter. I called up Mr. Wilson's office, and the young man who had called upon me to secure the case answered the call, or at least, judging from the voice, I took it to be him, and he says to me, You have promised to pay this fee a number of times and haven't done it; and I said, That is true, but I had not fixed any positive date, and I

will pay you your fee on the 18th, which was the following Tuesday, and he said, That will be all right, and on the following Tuesday I sent Mr. Wilson a check for the \$5. which I have here with his endorsement. On the 18th of February the case came up before Judge Phelps. I had never received any notice from Mr. Wilson to appear or to get ready for the case. On the 18th of February, about 12 o'clock, Mr. Wilson called me up by telephone. I was not in at the time, and my man answered the telephone. He received the number incorrectly, and when he reported to me I called up the number he had given me, but it was the wrong number, and I didn't know, therefore, who had called me up. On the following morning I read in the paper that the case had been decided against me. On the evening of the 18th I mailed Mr. Wilson the check for his fee. On the morning of Wednesday, the 18th, I read that the case had gone against me. Shortly after that Mr. Wilson called me up on the telephone and said, Mr. Halbert, that case went against you yesterday, I am very sorry, but I was in the court and made a plea in your behalf, and tried to have Judge Phelps hold the case open until I could get you in court, and I called you up by

telephone to get you into court that you might offer some evidence. I said, Were you present, and he said, I was and made a plea for you and did all I could, but, he says, leave the matter with me and there will be nothing done in the case for one week.

The next day there came a constable with an attachment and a watchman to my place, and I told him that I would like to see Mr. Wilson before I settled the matter, and to hold the case open until two o'clock, which he agreed to do. In the meantime I called up Mr. Wilson, and he said, Mr. Halbert, don't settle that case; I have made arrangements with Mr. Hochheimer to hold it open for one week. I went to see the constable, and he said that no arrangement like that had been made. Mr. Wilson told me to call at his office at two o'clock, which I did, and I paid the judgment and costs in Mr. Wilson's office.

Mr. HOCHHEIMER - Was not that a slip of the tongue when you said he stated that he had made arrangements with Mr. Hochheimer? Do you mean me?

Mr. HALBERT - No, sir.

Q That was a slip of the tongue, then?

A Yes, I beg your pardon. I called on Mr. Wilson and settled the case in his office. He said, I am sorry the

case went against you, but, he said, there will be some city court costs and I have made arrangements with the clerk of the court that those costs will not have to be paid ; that there were stacks of costs which had been lying there for years not paid, and he didn't see why I should have to pay the costs in this case. I said, Can I rely on that advice; and he said, certainly. I hadn't hardly got in my seat when the officer came with the bill for costs, and I said, intrenched by the advice I have got, I refused to pay them; and he said, my advice to you is to pay these costs because if you do not there will be additional costs added, and I told him that Mr. Wilson had told me that it could be arranged, and he said he couldn't make any such arrangement, and that no such arrangement had been made. That was the Friday preceeding Washington's birthday, and I told him that as the next day was a holiday to let the matter go over until Monday; and he said no attachment would be issued that day, but his advice was for me to pay that bill Monday. On Washington's birthday I went to my place of business and after calling Mr. Wilson up several times and failing to connect with him, about 6 o'clock in the evening I happened to get him over the telephone and he said, Don't pay those costs as

I have made arrangements that the costs will not have to be paid. I said, very well, I will have to come to see you Monday, and I went to see him Monday, and as I went in his office somebody said, that matter will be held over until 12 o'clock, and he said, tell the man from the city court, and then he said to me, you will have to pay these city court costs amounting to \$16.05. He said, it is the other side of the case that is forcing this matter. He said, the lawyer on the other side has an appearance fee of \$4.50, and he wants to make that, and so have I an appearance fee of \$4.50, but I will waive that so that you will have only the difference between my appearance fee and the other amount to pay. I said, I will go and see the attorney for the other side, and see if he will not remit his fee. I went to see Mr. Binswanger. Before that I had assured myself that Mr. Wilson had never been in court, and I went to see Mr. Binswanger and was confirmed in that particular. I then went to the City court and paid the costs. I called Mr. Wilson up at the telephone and I said to him, Mr. Wilson I have paid the costs in that case, and I have paid your appearance fee for not appearing. "What do you mean" says he ; and I said,

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"you were not present in court when the case was tried"; and he said, "I was present, and I can bring several reputable attorneys to prove I was there"; I said, "No, you were not there"; I said "Inasmuch as you agreed to have the costs remitted in this case I think it no more than right that you should refund to me at least the costs I paid in the city court, as you didn't attend to the case", and he said "You do that and I will have you locked up for blackmail"; I said "Send your officers quick because you have scared me so I am going to get away, and so if you want to lock me up, lock me up quick."

Mr. HOCHHEIMER - Did I understand you to say that there never was a contract between you and Mr. Wilson and that you were not obligated to pay that money at any specific time ?

A No, I signed a paper when this young man came to the office; he said "This is only a form".

Q You did sign an agreement ?

A Yes, sir.

Q Did that agreement obligate you to pay the money at any specific time ?

A I didn't read the agreement.

Q Is this the agreement (handingpaper to witness) ?

A That is my signature there.

Q Are you in the habit of signing papers without reading their contents ?

A I have.

Q And you claim you signed this paper, making the contract between you and your counsel, without having read it ?

A I did. The verbal agreement with the young man was that I was to pay at my convenience.

Q I will read this paper. (Paper read) I understand you to say these words "on December 25, 1901" you had never read ?

A I did not.

Q The burden of your complaint is that Mr. Wilson never notified you that your case was coming up in court--- is that correct ?

A Yes, sir.

Q Did he or not send you the clerk's slip to counsel notifying him that the case would come up ?

A It was enclosed in the letter that I have read here this morning and then I wrote him in reply.

Q You say in your complaint which you addressed to the

Chief justice that Mr. Wilson never notified you that your case was coming up. Did he not send you one of these square slips which the clerk sends to counsel, notifying them that their cases are coming up ?

A He sent me that slip and I wrote him this letter telling him that if the case came up I would want it postponed <sup>but</sup> the next time it came up I wanted it tried, and to let me know a few days before so I could get my witnesses ready.

Q And what you said in your letter to the judges of the Supreme Bench is not literally true when you say Mr. Wilson did not notify you that your case was coming up ?

A He notified me the case was coming up, but not the specific date.

Q Did he not send you a notice signed by the clerk ?

A I returned that.

Q Then you did get that ?

A Yes. He said, your case comes up, as you received my notice. I cannot remember whether the date was on that notice or not.

Q You did have the notice ?

A Yes.

Q And if you had gone to Mr. Wilson's office, as he

requested you to do, you would have found out all about your case, wouldn't you ?

A Not after sending that letter; in that letter I said, let me know a few days before so I can get my witnesses ready.

Q Did you not also notify Mr. Wilson<sup>if</sup> that he could not get a postponement you wanted the case to go by default ?

A No.

Q Is this your letter (handing letter to witness) ?

A Yes, sir.

Q I will read this letter, dated February 14th (letter read). When you answered my question just now you had forgotten about those words "the case will go by default".?

A I meant for the matter of his fee not being paid, then the case would have to go by default.

Q Then you did understand that the case would have to go by default ?

A If I did not pay his fee, but I paid his fee before that time.

Q When did you pay him his fee ?

A I mailed him his check on February 18th which I have here with his endorsement.

Q As a matter of fact was not the case tried on the

morning of that date ?

A It was tried on the morning of that date, but I didn't know it.

Q Then as a matter of fact you had not mailed him his fee until the case had been disposed of, after he had given you notice that it would come up ?

A I think the case was tried on Tuesday.

Q Did you not also at the time you wrote him this second letter you refer to as enclosing the check --- did you not at that time know that your case had come up ?

A I did not.

Q Explain what you mean by this language you use in the letter --- is not this your letter (exhibiting letter)

A Yes, sir.

Q "Enclosed find check, etc." (Letter read). When you say "The next time it is set, etc." does not that mean that you knew it had been set for trial ?

A I didn't know it had been set for trial, nor when I mailed this check did I know it had been tried.

Q When you used the words "the next time it is set for trial", what did you mean ?

A I mean that he received my previous letter and had it postponed.

Mr. Wilson explaining that I will not be able to pay him his fee until the following Wednesday" and he said, "you have made several promises", and I said "I have made no definite promise until this time, and this you can depend on", and he said, that will be all right.

Q That is what Mr. Folger said ?

A Yes, and from that I thought the case had been postponed by Mr. Wilson.

Q You say you assured yourself that Mr. Wilson never was in court; will you state who your informant was ?

A I got it from the constable.

Q Which constable ?

A Mr. Carroll.

Q And from whom else ?

A I got it from the court officer that came down to collect the costs.

Q And who else ?

A And Mr. Binswanger.

Q And it was after you saw Mr. Binswanger that you told Mr. Wilson you wanted your costs back, was it not ?

A Yes.

Q It was not until then ?

A Not until then.

Q That was after you paid the costs and you had con-

sulted Mr. Binswanger, or at least got his opinion, and then you called on Mr. Wilson to pay you back your costs.

A It was not a matter of opinion that I got from Mr. Binswanger.

Q Well, after you had discussed the case with him ?

A Yes.

Q Were you at one time a member of the firm of Shipley, Bently & Co.?

A I was.

Q How long is it since you have ceased to be a member of that firm ?

A I think it is about 12 or 14 years.

Q Now, did you not on the 5th or 6th of July, 1901, call on Mr. Frey, who is sitting here, and say to him that you were the surviving member of the firm of Shipley, Bently & Co., and unless he paid you over the sum of \$50. you would prefer charges against him before the Supreme Bench and try to have him disbarred ?

A No, sir, I did not say that ; I will explain that.

Q You deny having said that?

A I deny making that charge. I was at one time a member of the firm of Shipley-Bently & Co.. During that time

I had a friend by the name of Mr. Burnett, who was down in Jacksonville, Fla. There was a man down there who owed him some money, and he got a judgment against him. It was by my advice he got that judgment. He mailed that judgment to Shipley, Bently & Co. for collection; they had no monetary interest in it at all, and it was only a friendly act on my part, being a member of the firm. I gave it to Mr. Frey who then had a collection agency, with a lot of other claims. That matter laid in abeyance for 15 or 20 years, and in the meantime Mr. Burnett, who was an intimate friend of mine, goes down to Florida, and finding that this man had become possessed of property, he wrote to me to have the judgment hunted up, and he came to a settlement with this man I think for \$160. He told me to see Messrs. Frey & Frey, and collect the money and return it to him. I went to see Mr. Frey and talked the matter over with him. I did not tell him I was the surviving member of the firm of Shipley, Bently & Co. I told him I was a survivor, and this man had written to me to collect the money and the man afterward came on to collect the money himself, which was paid over to him by Mr. Frey through Mr. Shipley, who was the senior member of the firm at that time. Mr. Frey did demur to paying the claim, and

while I made no specific threat that I would bring the matter up, I did intimate that if he did not settle I would bring it to the attention of the proper tribunal.

Q Is that your explanation ?

A Yes.

Q I understood you to have said before when you approached Mr. Wilson, and told him that he must pay you back the costs you had expended in your case, in which Mr. Wilson represented you, that Mr. Wilson immediately said he would have you arrested for blackmail.

A Said he would have me locked up.

Q And you had made no threats against him up to that time ?

A I said, inasmuch as you agreed to have the costs remitted, I think it no more than right you should refund them to me; and he said, I will do nothing of the kind; and I said, then I will have to bring the matter before the Supreme Bench, and he said, Now, I will make you spend some of your money and have you locked up for blackmail.

Q When you said you would bring it before the Supreme Bench he used the expression that he would have you locked up for blackmail ?

A Yes.

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Q Up to the time you settled the costs, had you any idea that Mr. Wilson had not been acting right by you ?

A Yes, before I settled the costs I discovered that Mr. Wilson had not been present at rule day when the time was set, nor at the trial.

Qb Before that had you employed Mr. Wilson to represent you before Justice Emory ?

A No. There was a case I had before Justice Emory and I told him to find out what the costs in that case were; and he sent his young man down and came back and said the costs were \$3. and something, "but being it is you I will make it \$1.50." He reduced the costs.

Q Notwithstanding the fact that you say you had lost confidence in Mr. Wilson and found out he had wronged you, you got him to act for you in this way before Justice Emory ?

A That was before I paid the costs.

Q Do you remember the day when that happened before Justice Emory ?

A I paid the costs in the city court on the 25th day of February.

Q When was it that Mr. Wilson went down to see Justice Emory ?

A This receipt from John J. Carroll, pConstable, is dated February 20. I think it was while I was settling these costs that he sent his young man down to Squire Emory to ascertain what the costs were.

Q And up to that time at least you had not lost faith in Mr. Wilson ?

A Understand this is the costs in the original judgment; this is not the court costs.

Q The case before Squire Emory is not the case that Mr. Wilson tried for you on appeal, is it ?

A Yes, sir, this is the appeal.

Q But was not that still another case before Justice Emory independent of your appeal case ?

A Yes, sir.

Q Was not it a party by the name of Friedenwald ?

A Yes, sir.

Q Didn't he go down there about the time you were settling this city court cost ?

A I waited in his office until he came back.

Q Was not that after the time you say you discovered that he wronged you in the trial of your case ?

A I only had the rumor; I believed up to that time that Mr. Wilson had been in court, because Mr. Wilson posi-

tively assured me a number of times that he was there when that case was tried.

Q When did you first make up your mind positively, and upon whose information, that Mr. Wilson had not been in court ?

A Mr. Binswanger.

Q Mr. Binswanger then was the gentleman at whose instance you concluded that Mr. Wilson had wronged you ?

A That confirmed me, yes, sir, in conjunction with the other matters.

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AUSUTUS C. BINSWANGER, being duly sworn, testified as follows; -

DIRECT EXAMINATION

Q (Mr. HALBERT) You were Mrs. Coale's attorney in that case, were you not ?

A I was.

Q Who appeared as attorney for the defendant in that case ?

A The case of Coale against Halbert was an appeal from Justice Emory ; Mr. Gardner had appeared on behalf of the defendant, but when the case came before His Honor, Judge Wright, Mr. Gardner did not appear, and Mr. Clark and I had an order passed by Judge Wright to place Mr. Halbert under rule, which was done, but I met Mr. Gardner on the street several weeks after that, and he said he was still in the case, and then it was that at the January term of court, Mr. Wilson's appearance was entered in compliance with the order to employ new counsel for Mr. Halbert. The case then came up at the preliminary call and I marked it for trial. I went over there that very afternoon to see if Mr. Wilson had been there to have it continued, or postponed, and was informed that Mr. Wilson had not been there.

The case came up for peremptory hearing before Judge Phelps on the 18th I think it was, about a quarter past ten o'clock, and I looked around to see if Mr. Wilson was in Court, or anyone to represent him, and finding no one I stated to Judge Phelps that the case had been up before at a preceeding term before Judge Wright, and the rule had been laid for the employment of counsel, and I thought it was time the appeal should be dismissed and His Honor so ruled. The appeal having been dismissed, and there being a judgment before a Justice of the Peace, I saw Mr. Carroll, whom I told to execute a judgment of Justice Emory. Justice Emory that day, or the next preceeding morning, was in Annapolis, and Justices were about to be appointed at that time, and I was not able to have an execution issued. I think on the 20th an execution of magistrate's judgment was issued. I think it was then I received a telephone call from Mr. Wilson respecting this execution. He desired that I delay the matter for a week ; I told him over the 'phone that I would have to have my client's consent, and I saw Mr. Carroll about the execution, and Mrs. Coale saw me. I had several cases of hers, and she told me she desired to have this matter pushed, and I informed Mr. Wilson that there could

be no postponement. Mr. Halbert came to see me, at my office and told me that Mr. Wilson had agreed with him to waive his appearance fee in that case, and whether or not I would do so. I told him I had done that once, and I would not do it again, especially in a case where the amount involved was so small. It was merely a judgment for ten dollars and I would insist on having my fee paid, and would not waive it. He then said to me, that he had heard it stated that Mr. Wilson was not in court at the time the case came up, and whether or not that was true; and I told him I had not seen him in court, and he was not there, and he asked me if I would take a case against Mr. Wilson for neglect of duty, and I told him I would not take any case against a member of the bar; that if Mr. Halbert thought Mr. Wilson had in any way injured him in this case, or had injured him through anything he said, he should see the clerk of the court and Judge Phelps, and state what had taken place; and I refused to take the case against Mr. Wilson; then it was that Mr. Halbert left my office and said he was going over to see Mr. Wilson and see whether or not he would make good this amount of money that he had been compelled to pay on the execution before Justice Emory, and the Court costs in the City Court; and

he came back and told me his answer, but that I do not think is evidence, and I will not state it.

Q Had Mr. Wilson stricken his name off as appearing for me from the docket at the time the case was tried ?

A Not to my knowledge; the appearance was there.

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(Mr. Bowman, the clerk of the Court, produced the docket and read certain entries therefrom.)

G. GUY WILSON, being duly sworn, testified as follows; -

DIRECT EXAMINATION

Q (Mr. HOCHHEIMER) State your entire connection with this case.

A If your Honors please, sometime in December, 1901, Mr. Folger came to me and handed to me this contract that has been introduced in this case, stating that Mr. E. D. Halbert had signed it, and had employed me to represent him in an appeal case in the City Court. I read the contract and asked him if he had witnessed it, and he said he had signed the contract, and I asked him if he had agreed to pay the fee December 23, 1901, and he said

yes. After that I entered my appearance in this case. December 23, 1901, when this small sum of five dollars was due, I sent to Mr. Halbert to get it paid, and he sent word to me that he hadn't time to bother with the case. I sent two or three times before I received the preliminary notice of the case coming up for trial; and on the 15th day of February my boy came back and told me he had left the preliminary notice I gave him to give to Mr. Halbert; had left the notice with Mr. Halbert, and Mr. Halbert had thrown it aside, and went off to attend to some of his business matters. Then I sent him the letter that has been introduced here, and told him that unless that fee was paid, I would strike my appearance from the case, and he wrote me the letter back which has been introduced here also dated February 14th. This letter has already been read, in which he states that he couldn't pay the five dollars. I will read the letter. (Letter read) When I received that letter I sent Mr. Folger down to him immediately and told him again that if he didn't pay me that five dollars I would strike my appearance from the record.

Q State what message Mr. Folger brought back.

A Mr. Folger came back to me and told me that Mr. Halbert had told him to tell me to comply with the letter he

had written me on the 14th ; I then 'phoned down to Mr. Halbert that I would strike my appearance out of the case; telling him again that I would strike out my appearance, and the only reason I had never struck it out was because I did not know as to the propriety of doing such a thing after I had received the preliminary notice, and my name being down as attorney of record. On the 18th of February, the morning I expected this case to be tried, I was living at the Carrollton Hotel ; as I came up St. Paul Street I met Mr. Folger at the entrance to the Calvert Building, and told him to remain at the city court as I expected the Halbert case up, and I would go to the office. I thought in all probability that Mr. Halbert would come first to my office. Mr. Folger went to the court and remained there a while, and I went in the office waiting for Mr. Halbert until half past 12, and I hadn't heard from him or received any word. At half past nine o'clock -- or I expect a quarter of ten, - I 'phoned down to him, and they told me he wasn't in, and I could get no word to him in any shape or form. I told the person that received my message -- I don't know whether it was this colored man or not --- to tell him his case would be

up for trial, and to call me up, No. 4147-Y, -- my 'phone number. The morning of the 19th, the day after the trial, I received a letter from Mr. Halbert and in it was a check for \$5. The letter is dated February 18th, and it was mailed on the evening of the 18th, and in this letter the check was enclosed. (Letter read) When I received that letter with the check, I immediately called up Mr. Halbert ; I told him the status of affairs so far as his case was concerned, and he said he had sent the check up to me, and being as the case had come up, and only a small amount involved, and his time was valuable, that he thought the matter should go on and he would pay it. There was no mention by him to me of any negligence on my part. He came the next day to see me, and I told him he had to pay the claim. He asked me to request Mr. Binswanger to have the case held off, as in a week's time he could pay it, and I called up Mr. Binswanger over the 'phone, and he told me he would have to see his client, and from the conversation I had with Mr. Binswanger, I thought possibly the case could be held off for a week. I informed Mr. Halbert I thought the execution could be held off for one week and he was satisfied. Mr. Binswanger told me he could not watch over the 'phone in an attempt to

get Mr. Halbert again, and the next I heard was Mr. Halbert telling me that the constable was there to execute a judgment through the magistrate. Mr. Halbert asked me about the affair and I told him he would have to pay it. He said the man had been there, and he didn't want to embarrass his business, and I told him to pay it, and he paid that claim. The only thing I ever said to him about the costs was this; I told him that they had executed for the amount of ten dollars, and the amount of the officer's costs, amounting to about \$5. The only time I said anything to him about costs was then, and I told him the City Court would certainly execute for any costs, and if he was a responsible person they could make him pay; and he said, "You cannot get blood out of a turnip", and I said, then if that is the case they cannot get any costs out of you, and I never in my whole career ever said anything about having an arrangement whereby I could withhold costs from the court by a client, especially where he was responsible, and I told him he was responsible, and they could make it out of him, and he said, You cannot get blood out of a turnip; I said, If that is the case they cannot get it out of you. Then I said to him, Of course this is

a very small matter, and being as they have come down and executed on you for this claim of ten dollars, and the four or five dollars costs, and you have paid me my fee of five dollars, I think it is my duty to waive my appearance fee, and I will see if the other side will do the same, and unfortunately for myself I sent him to Mr. Binswanger, to ascertain if Mr. Binswanger wouldn't waive his appearance fee in the case, and this is the result of it.

Q When did he first complain that you had wronged him?

A After a payment of these costs and the settlement of the whole affair he employed me in this matter before Justice Emory; he got me to go and see whether or not I could not have those costs reduced, which I did, and they were reduced from \$3.25 to \$1. Then he also suggested to me that he had another case for me, and if I am not mistaken it is against this very same person, Mrs. Coale.

Q When did he first threaten to bring you before the Supreme Bench ?

A I think it was on Friday he called me up somewhere around six o'clock, and said to me over the 'phone, Mr. Wilson I have investigated this matter, and I have gotten advice whereby I find that I can claim against you the amount of the costs, and claim in this suit of \$10.; you

stated you were in court, and I find that you were not; and he said, I am a man that never loses, and I will make my money out of somebody, and if you don't pay me, I will ruin you and take you before the Supreme Bench ; and I said this was a blackmailing scheme, and I said, under the law he was subject to be arrested. I said, I will waive my appearance fee. I received your five dollars and I will pay you that, as I do not want anything but what is right; and he then rung the telephone off quickly, and the next thing I heard of it was this proceeding.

THE COURT - What connection existed between you and Mr. Folger ?

A No connection whatever. Mr. Folger is a student <sup>has</sup> of law. He has a great many friends, and whenever he ~~xx~~ ~~xx~~ any cases or any business at all, he takes them to whomever he pleases. He is not employed by me, and is not in my office, and there is no connection between him and me in any particular.

Q Didn't I understand you to say that you sent Mr. Folger to the City Court to see what was going on there ?

A Yes, because he brought this case to me.

Q Are you in the habit of sending persons with whom you

have no business connection whatsoever to look after your cases in the various courts ?

A I have had a number of members of the bar who attended cases for me at the bar, and I think your Honor has had several where members of the bar have appeared for me.

Q Have you not said to Mr. Halbert that you had been present in the court at the hearing of this case ?

A No, sir, I did not at any time; I told him that Mr. Folger was in court representing me, and that I waited for him at my office. Never at any time did I tell him I was there in person, and I never was at his place of business on Frederick Street.

Q When did you first see that contract ?

A When it was brought to me; there is no date to it.

Q In whose handwriting is it ?

A Mr. Folger's handwriting.

Q Is Mr. Folger in the habit of making contracts in your name without your authority ?

A I don't know. He has made contracts with different lawyers for cases that have been brought to them, and the contracts had already been made. I thought this was a fair contract in this case.

Q What did you know of this case before that contract

before this contract was brought to you ?

A Nothing whatever. I had no knowledge of the matter until this paper was handed to me.

Q And when that paper was handed you then you entered your appearance in the case ?

A Yes, sir.

Q And ratified the act of Mr. Folger ?

A Yes, sir; it was brought to me, and I accepted it. The man has never received a cent of salary from me, and never was employed by me.

Mr. HALBERT - Do you mean to say that Mr. Folger was unauthorized to make this contract with me ?

A I didn't say unauthorized; I assumed the contract when it was brought to me.

Q Did he ever get any contracts from other people and bring them to your office to you ?

A No, sir.

Q This is the only contract ?

A That is the only contract he ever brought to me.

Q Do you mean to say this is the only one he ever did bring to you ?

A The only one. I said to Mr. Folger at the time, I

cannot understand this; I said, in the first place, what authority have I to strike out the appearance of Mr. Harry Gardner. I knew a contract of that kind was not good.

Q I have been in your place and I have seen Mr. Folger in your private office, talking with, I suppose, your clients; had he any right in there ?

A I expect he is in the law offices of a dozen members of the bar during the day.

Q Does he not make your office his headquarters ?

A No.

Q Do you mean to say that you ignore that contract he made with you, or did he not represent you in that contract ?

A He assumed that. My acts prove I had not ignored it. I performed the duties under this contract, except as to striking out the appearance of Mr. Gardner; I have no control over that.

Q But you entered your appearance.

A Yes, sir.

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H. CLAY BOLGER, being duly sworn, testified as follows; -

DIRECT EXAMINATION

Q (Mr. HOCHHEIMER) State how you came to be connected with this case.

A One evening about seven o'clock, around the 10th of January, I was coming down in a Mt. Washington car, and at Union Station Mr. Harry S. Gardner got on the car and said to me, How are you, and I said, What have you left the Law business for; and he said, there is nothing in it for me, and I will tell you where you may get a man that I have been representing, and I said, What is it; and he said, A magistrate appeal case by a man named Halbert, who is in the paper business opposite my father's place, and he has paid me a small fee, and probably you can get the case and give it to whoever you like; and I went to see Mr. Halbert and he produced a rule that had been laid upon him to produce new counsel. I said, I will recommend Mr. G. Guy Wilson to you, and I said, If you have a meritorious case and sufficient evidence he can pull you through as well as anyone else; and he was satisfied and I drew up that contract and read it to him, and

he signed it, and he said, If I don't mail a check to you on the 23rd you send down here, or come down; and I will give you the five dollars. I explained it to Mr. Wilson and he said, I have no authority to strike out the appearance of Mr. Harry Gardner; and I said, I didn't know whether you had or not, but I put it in there to be safe, and I explained how I got the case, and he said, I don't like that kind of business; and I said, I want you to take the case, and he said, very well. When the 25th came, no check came, and Mr. Wilson had it down on his diary, and asked Mr. Halbert if Mr. Halbert had sent the check, and he said no, and he sent his boy down. Later I dropped in there and he hadn't paid it yet. After seeing Mr. Halbert there, and asking him for the fee, he said, Tell Mr. Wilson to go to hell for it, and then he walked upstairs, and I said to Mr. Wilson, If I were you I would strike out my appearance, he is not going to pay you; he said, I can't strike it out now because I have been served with the preliminary call, and I said, Let me take it down to him. He wanted me to examine the judgments in the Record office and Mr. Wilson was called up, and I believe I wrote to Mr. Halbert. I went to see him, and the only answer he gave me was that Mr. Wilson did not comply with his

letter. After the case was set down for trial I went over there, but got there too late. I never had an interest in the case with Mr. Wilson. I went to look after the court part for him, and I found out that Mr. Binswanger had marked it for trial and the next day I saw Mr. Bowman, the clerk. In the meantime Mrs. Kines was trying a case, and I asked Mr. Bowman whether the case was on, and he said he thought it might be reached the next morning, and I told Mr. Wilson, and Mr. Wilson sent Mr. Halbert another notice, and I didn't hear anything more about it. On Tuesday evening, the case not having been reached, Mr. Wilson said, may be Mr. Halbert will show up, and as you know him and I don't know him, I will stay in the office, and if he comes to the office, I will bring him over to the court, and you can stay in court, and if he comes to the court, you can bring him over to me. I said, All right, and I was sitting there when Mr. Binswanger made the suggestion to Judge Phelps, in reference to the case, and Judge Phelps marked it "Appeal dismissed", and I told Mr. Wilson, and then he called Mr. Halbert up over the 'phone, but couldn't get him, and left a message for him for to call him up for the purpose of telling him the case

had gone by default, and that was the last I knew of the case until the charges were made against Mr. Wilson; and about three weeks ago on Saturday afternoon, when I was coming up Baltimore Street with my father, near the corner of Calvert, Mr. Halbert called me and said "I don't want to do you people any harm, and if you send me down \$20. I will dismiss the charge".

Q What was the amount of costs that Mr. Halbert had paid in the case, if you know ?

A I don't know.

Q And Mr. Halbert said to you in the presence of your father that ----

A My father didn't hear him, but my father saw him call me aside.

Q And in the course of that conversation he said that if Mr. Wilson paid him \$20. he would dismiss the case before the Supreme Bench ?

A Yes, sir, and Mr. Halbert looked so much like one of the elevator men here that I thought first it was him.

#### CROSS EXAMINATION

Q (Mr. HALBERT) How old are you ?

A I am 26.

Q Do you understand the nature of an oath ?

A Yes, sir.

Q Do you swear positively that I said if you sent me twenty dollars I would withdraw these charges ?

A You said you didn't want to do any harm, and if I would tell Mr. Wilson to send you twenty dollars, you would dismiss the charge.

Q Where were you at that time ?

A Right on Baltimore Street at the Pennsylvania Railroad office.

Q And your father was with you ?

A Yes, sir.

Q Did he hear me ?

A He saw you call me.

Q I have not seen this young man since I saw him in Mr. Wilson's office, and I never made such a statement to him, and I positively deny it. I never saw him since I saw him at Mr. Wilson's office, in reference to the costs. You came down to secure that case from me, did you not ?

A Yes, sir.

Q Did you draw that contract up ?

A Yes, sir.

Q Is that the only contract whereby you ever secured

a case for Mr. Wilson ?

A A case of that character, yes, sir.

Q A case of any character ?

A I only draw up contracts. People have met me around and said to me, for instance, I know where alady is going to apply for a divorce, and asked me who was a good lawyer; and would say, are you a lawyer yet; and I would say no, and then he would say, You go there and recommend a lawyer to her. I saw these people and told them that Mr. Wilson was in the law business, and was a friend of mine, as I said of other lawyers as I recommend a client to them.

Q Divorce is Mr. Wilson's specialty, is it not ?

A (Objected to)

Q Then you do get business for Mr. Wilson' ?

A I don't make a specialty of it, any more than for any other lawyer.

Q You have gotten business for lawyers ?

A I have got business for twenty of them, yes.

Q You have gotten business for Mr. Wilson?

A Yes, sir.

Q And he has accepted it ?

A Yes, sir.

Q Ratified what you did?

A Not in all cases; some cases he didn't accept at all.

THE COURT - What is your business ?

A Law student.

Q And solicitor for cases ?

A No, I don't make a practice of soliciting. I never do what they call "chase a case."

Q What were you doing in this case ?

A I went down to solicit it, yes, sir.

Q You were a solicitor in this case ?

A Only at the suggestion of Mr. Gardner.

Q What was your interest in this case . You have testified in your examination in chief that you had an interest in this case. Now, what was that interest ?

A The interest was this, that Mr. Halbert had paid Mr. Wilson five dollars, I would have expected Mr. Wilson to give me a dollar of it.

Q That was your commission for securing the business ?

A That was my commission on that case, yes, sir.

Q You say you met Mr. Gardner on a car in January ?

A Yes, sir.

Q Then how did you come to draw a contract on the 5th

of December, when you did not meet him until the 10th of January ?

A If I said the 10th of January I made a mistake; it was December that I met Mr. Gardner.

Qv How many contracts similar to that have you secured ?

A Never one before. Never had a case of that character before.

Q How many contracts of any character have you drawn ?

A At least fifty, but none of that character.

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Mr. HALBERT - There is some testimony I want to deny. Mr. Wilson says I remarked that you couldn't get blood out of a turnip; he said to me, Mr. Halbert, that case has gone against you ; they cannot make those costs out of you, can they ? And I said, yes. And he said, If you are responsible it will have to be paid. I never made the remark "You cannot get blood out of a turnip"; and I have not been in the habit of using profane language as he has stated. I never said to this young man when he came to my place "You tell Mr. Wilson to go to hell". It is not my custom. It is something I don't do. And as for this young man's interview with me on Baltimore Street, I positively deny it. I have not seen him since I saw him in

Mr. Wilson's office, when I want to talk to him about the costs. Mr. Wilson positively told me that these costs would not have to be paid, that it would be through his influence that the costs would be remitted, and as for using the strong language he claims I used I did not do it. I said, Mr. Wilson, inasmuch as you promised to have these costs remitted, I think it no more than right that you should refund those costs to me, and I will be satisfied; and he said, I will do nothing of the kind, and I notified him I would bring the matter before the Supreme Bench; and he said, Do it and I will have you locked up for blackmail."

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