

31A 1922

In the  
Ct. Ct. No 2, of  
Baltimore City

Mary Stepany  
-vs- Plaintiff

Edward Allison  
Defendant

Bill for Partition

Mr Clerk:  
Please file etc

U. Grant Tyler  
W. S. Bond  
Clerk for Plaintiff  
No 13393 A  
①

ROY S. BOND  
ATTORNEY AT LAW  
215 ST. PAUL PLACE  
BALTIMORE, MD.

FILED 2 March 1922

Mary Stepney ( Plaintiff, )  
vs. ( )  
Edward Allison ( Defendant. )

In the Circuit Court, No. 2  
of Baltimore City.

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TO THE HONORABLE, THE JUDGE OF THE AFORESAID COURT:

The Plaintiff, Mary Stepney and Defendant, Edward Allison, on the 10th day of September, 1918, purchased the following described property as joint tenants as will appear from the deed herein ( in toto ) to wit:-

This Deed made this 10th day of September in the year one thousand nine hundred and eighteen between Mary A. Weddingfield, of Baltimore in the State of Maryland, Grantor and Mary Stepney and Edward Allison of the same place- Grantees:

Witnesseth, that in consideration of the sum of five dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Mary A. Weddingfield, doth grant unto the said Mary Stepney and Edward Allison, as joint tenants and not in common, their personal representatives and assigns, all that lot of ground situate in the City of Baltimore, aforesaid, at present known as 2208 McElderry Street, and described as follows: that is to say,

Beginning for the same, on the north side of McElderry Street, at the distance of one hundred and sixteen feet, westerly from the west side of Maderia Alley, and running thence westerly, bounding on the North side of McElderry Street, eleven feet, ten inches, thence northerly at right angles to McElderry Street one hundred and sixteen feet more or less to

the north line of the ground formerly owned by John H. Barnes, thence easterly bounding on said north line eleven feet, ten inches and thence southerly by a straight line, one hundred and sixteen feet, more or less to the place of beginning.

BEING the same lot of ground described in a deed and dated June 18th, 1909, and recorded among the Land Records of Baltimore City, in Liber S.C.L., No. 2507, Folio, 319 etc., from Arthur H. Schuldt and wife to said Mary A. Weddingfield.

TOGETHER with the buildings thereupon; and all the rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said described lot of ground and premises, unto and to the use of the said Mary Stepney and Edward Allison, as joint tenants and not in common, their personal representatives and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of thirty dollars, payable in equal half-yearly installments on the first day of January and July in every year.

AND the said grantor hereby covenants that she has not done or suffered to be done, any act, matter or thing whatsoever, to encumber the property hereby conveyed; that she will warrant the same specially; and that she will execute such further assurance thereof as may be requisite.

WITNESS the hand and Seal of said grantor

TEST:

F. Harry Maisch:

(Signed) MARY A. WEDDINGFIELD----- (SEAL)

-----  
State of Maryland, City of Baltimore, to wit:-

I hereby certify that on this 10th day of September in the years one thousand, nine hundred and eighteen, before me the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Mary A. Weddingfield, the above named grantor, and acknowledged

ed the foregoing Deed to be her act.

As witness my hand

----SIGNED F. Harry Maisch,  
Notary Public.

*F. H. Maisch*

That by the terms of said deed and the promise jointly made between the plaintiff and defendant, they were to pay certain weekly dues and interest as well as to keep the expenses upon the property and keep it in repairs and by agreement (we) plaintiff and defendant were to install a furnace in the property and pay a fifty-fifty pro rata in all things pertaining thereto, in dues, expenses, interest and repairs etc., and to pay weekly payments of same in the Building Association; notwithstanding the expressed and implied agreement so to do, the defendant, Edward Allison, paid Forty (\$40) dollars in all, and no more, he refuses to contribute to the payment of dues expenses, interest and repairs made to the great and irreparable injury to the plaintiff, Mary Stepney, and has broken window-panes, demolished doors, with the saying; -- MAN CAN DO AS HE PLEASES TO HIS OWN!

That by deceit and fraud perpetrated upon the plaintiff, in that having agreed to assume fifty-fifty, of the dues, expenses, interest and repairs made, and upon the property, your petitioner inadvertently and by mistake entered upon the agreement as cited in the deed with the plaintiff and under said agreement made by deceit and fraud practiced upon her (a lone woman, weak in body) and mentally unable to cope with her male defendant herein named, has has already paid dues to the amount of Three hundred and (\$344.20) forty four dollars and twenty cents, expenses to the amount of Two hundred (\$242.72) forty two dollars and seventy cents, interest to the amount of One Hundred Forty Seven Dollars (\$147.94) ninety four cents. Bills of repairs made a part of this Bill and marked Exhibits:-

A.B.C.D.E., and prayed to be taken as part of this Bill, *Accounting*

*to \$276.00*

AND that the property herein named and described in the deed herein and prayed to be taken as part of this petition, can not be equally divided between the plaintiff, Mary Stepney and the defendant, Edward Allison, joint tenants therein named, is not susceptible of division and that no division could be made without loss to the plaintiff, to her great damage and detriment nor equitably divided by agreement between the parties except by greatly injuring and depreciating it's value. That the defendant herein named, Edward Allison, has at no time contributed over Forty (\$40) dollars to the purchase price, nor has he contributed to the payment of dues, expenses, interest and repairs, having been made and cited herein above: AND that the plaintiff verily believes and she has been so informed that she is entitled to contribution from the joint tenant, Edward Allison, as for the money paid by her as per their agreement (expressed and implied from the terms of the tenancy created) from Edward Allison, defendant herein named and as such she prays allowance in the form of an equitable lien created by this Honorable Court upon the property herein named and prays that it may be by an order of this Honorable Court declared attached to the property cited in this petition in favor of the plaintiff, Mary Stepney, and against the property herein named in favor of the plaintiff, Mary Stepney: AND that the property herein named and held as joint tenants having been acquired under such terms and circumstances as not to have been thoroughly understood at the time by the plaintiff, but intended by the plaintiff to have been such an estate as to enable each at their wills to sever: We request this Honorable Court to construe this deed to have been and is an estate in Common and not in joint-tenants and so held by the parties herein named.

That because of the inability of the parties to agree among themselves to a division of the property, the parties hereto being irrevocable, at odds and that the property can not be partitioned equally, or without loss to the parties hereto named plaintiff, Mary Stepney and Edward Allison,

Your petitioner respectfully requests this Honorable Court to pass an Order permitting the sale of the property described in the deed herein and known as number 2208 McElderry Street, Baltimore City, for the purpose of partition between the plaintiff, Mary Stepney and Edward Allison, defendant, herein named subject to the mortgage thereon.

To the end therefore, your petitioner prays this Honorable Court to grant her the writ of subpoena, directed to the absent defendant, Edward Allison, residing at 2208 McElderry Street, Baltimore City to answer the several matters and things heretofore stated and that the said estate may be sold.

-a- That this Honorable Court pass an order declaring the dues, expenses, interest and necessary repairs upon the premises herein named be a lien on and attachable to the premises or property herein named, in favor of Mary Stepney, plaintiff.

-b- That the deed herein named be declared to be a tenancy in common or the parties named therein be declared Tenants in common.

-c- That this Honorable Court pass an order directing the sale of said property for the purpose of partition as and between the parties, Plaintiff, Mary Stepney and Edward Allison, defendant, subject to the mortgage had and procured by the parties herein named Mary Stepney and Edward Allison and the lien created by an order of this Honorable Court upon the property in favor of the plaintiff, Mary Stepney for necessary repairs and money paid as dues, expenses, interests over and above the amount paid by defendant, Edward Allison herein named.

Such other and further relief as in equity the case may require.

As in duty bound etc.,

*U. Grant Tyler*  
*R. J. Bond*  
Sols. for Complainant.

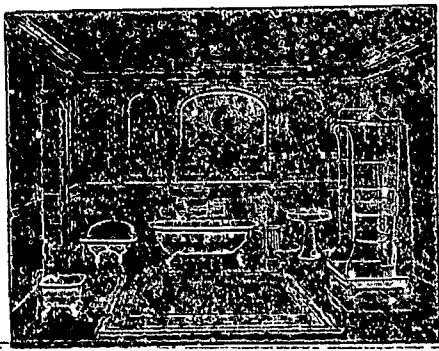
Mary Steiner  
Complainant.

State of Maryland,  
Baltimore City - to wit-

This to certify that personally appeared  
before me the subscriber, a Notary Public, in and  
for Baltimore City, State of Maryland Mary Steiner  
this 18<sup>th</sup> day of February 1922, and made oath in due form  
of law, that the matters and facts stated are true and  
bona fide, to the best of her knowledge and belief.

Eleanora S. Wylie  
-NOTARY PUBLIC.-

M *Mrs M Steffney*



TO CHAS. P. LOTZ, DR.  
SANITARY PLUMBING and GAS FITTING

Roofing, Spouting, Stove and Furnace Work

Roof Painting

Beer Pump Work a Specialty

All Orders Promptly Attended To.

2214 McELDERRY STREET

Dec 22	<i>To Repairing &amp; Painting Roofs</i>	<i>42.00</i>	<i>\$ 42.00</i>
	<i>Paid C. P. Lotz</i>		



Robert  
B-

PHONE WOLFE 5737-W

BALTIMORE, MD.

*May 12*

1919

Mrs *Stephney*

TO JOHN SCHMEISSER, DR.

PERSONAL SUPERVISION OF WORK

Practical Painter

PROMPT ATTENTION TO MAIL ORDERS



TERMS:

2225 JEFFERSON STREET

*No painting front.*

*\$25.00*

*Received Payment  
John Schmeisser*

*\$25.00*

Epibet  
(a)

STOVE AND FURNACE WORK  
TIN ROOFING AND SPOUTING

STEAM & HOT WATER HEATING  
DRAINAGE AND SEWERAGE

BALTIMORE, MD., Feb 9 1922

Mrs Mary Stepmey 2208 E Mc Cleary St  
to Frank J. Pivec, Dr.

FINE SANITARY PLUMBING

2020 ASHLAND AVENUE

Installing furnace boiler & heater			
Per contract	\$	180.00	
Paid up to date		158.00	
Bal Due.			\$ 22.00

Exhibits  
19 -

STOVE AND FURNACE WORK  
TIN ROOFING AND SPOUTING

STEAM & HOT WATER HEATING  
DRAINAGE AND SEWERAGE

BALTIMORE, MD., *April 23 1921*

*Mrs Mary Stepany 2208 E Mc Eldery St*  
TO **Frank J. Pivec, Dr.**

**FINE SANITARY PLUMBING**

**2020 ASHLAND AVENUE**

<i>Installing sink</i>			
<i>Per Contract</i>			<i>\$ 29.00</i>
<i>Paid May 10 - 1921</i>			
<i>Frank J. Pivec</i>			

Exhibits

(C)

In The Circuit Court

No. 1 of  
Baltimore City

Mary Stepany

vs

Edward Alessi

Answer to Bill of Complaint

Atk Clerk serves copy on coun-  
sel for plaintiff and  
file.

(Atk) J. J. J.

Series of copy of answer  
admitted this day of March 1922

137  
20 - March 1922

J. Steward Davis  
DAVIS & BISHOP

ATTORNEYS AT LAW

BANNER BUILDING

14 E. PLACANT STREET

BALTIMORE, MD.

215 Courtland St



MARY STEPNEY

:

IN THE CIRCUIT COURT NO.2

VS.

:

OF

EDWARD ALLISON


:

BALTIMORE CITY

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The defendant, Edward Allison, by J. Steward Davis his attorney, demurs to the declaration of the above entitled case, because the same is bad in substance and insufficient in law.



ATTORNEY FOR DEFENDANT.