

324/42

In the Circuit Court No.  
of Baltimore City.

647

389 1929

Dora Mylander,

et al.

Complainants.

vs.

Louis Grossman, et al.  
Defendants.

Bill of Complaint.

No 170,999

*Att. Patz.*

MYLANDER & PATZ  
ATTORNEYS AT LAW  
410-416 MORRIS BUILDING  
BALTIMORE, MD.

FILED 9 November 1929

THE DAILY RECORD CO., BALTIMORE MD

~~True service of copy of within Bill of  
Complaint and due service of process made herein,  
Admitted, this 9<sup>th</sup> day of November, 1929.~~

~~Exhibits for all defendants.~~

DORA MYLANDER,  
FLORENCE MYLANDER,  
ANNA FAUST,  
AUGUST C. MYLANDER,  
WILLIAM F. MYLANDER,  
KATE E. MYLANDER  
and  
WALTER C. MYLANDER,  
Complainants.

vs.

Louis Grossman  
and  
Lena Grossman, his wife,  
and

George H. Mueller  
and  
Ethel P. Mueller, his wife,  
and  
**CARL H. KRETZLER** and  
**MARY E. KRETZLER** his wife, x,  
Defendants.

IN

THE CIRCUIT COURT NO. 2 OF

BALTIMORE CITY.

B I L L   O F   C O M P L A I N T .

To the Honorable, the Judge of the said Court:-  
Your Orators, Complaining, say:-

First:- That during the latter part of the year, 1924, and the early part of the year, 1925, upon the solicitation of one, Mrs. Young, the owners of properties in the 1100 block of W. Franklin Street, in City of Baltimore, Maryland, with some exceptions, signed an instrument, purporting to bind said owners not to sell or rent or lease properties in that block to colored peoples. That included among the owners who thus signed, of whom, there are a very great many, too numerous to make parties to this complaint, in their entirety, about sixty in number, are the defendants, who owned at time of such signing, and now own as follows:- :

The defendants, Louis Grossman and Lena Grossman, his wife own property No. 1145 W. Franklin Street.  
The defendants, George H. Mueller and Ethel P. Mueller, his wife, own property No. 1125 W. Franklin Street.

And the defendants, *Carl Kretzler and Mary E. Kretzler*  
his wife, own property No. *1118* West Franklin  
Street.

That said named defendants, alone are made parties defendant, in place of all signers and owners of properties in the 1100 block of W. Franklin Street, both on account of their ownerships and signatories, as well as because they are fairly representative of all the very numerous other owners and signatories of such instrument; and because, they have demonstrated by their representation by counsel in another case filed by the All Saints Evangelical Lutheran Church, having for its object, similar purposes to this Bill, that they, as fair representatives of a numerous class might undertake as representatives of such class to oppose and contest this Bill, so that thereby the rights of the whole class of which they are representative, might be fairly presented to this Court.

Second:- That the instrument so originally signed by the signatories, was materially altered, changed, and added to and substracted from; the signatures from the one document transferred to another, and after such alteration, change and additions and subtractions, with the signatures from the first instrument affixed to that of the second, without the consent or approval of the signatories, such instrument was recorded as the act and deed of the alleged parties thereto. That such changed and altered instrument, bears date , of February 16th, 1925, and is recorded among the Land Records of Baltimore City, in Liber S.C.L. No. 4358, fol. 147, to and is filed as Exhibit No. 2 in the case filed by said <sup>11</sup> Saints Evangelical Lutheran Church against these same defendants and others, and which, by stipulation made in open court in said named case, might be used in the proceedings now filed, for which purpose reference thereto is now made, and same is now prayed to be taken as part hereof.

Third:- That before such instrument was changed, altered and generally added to and emasculated, the original instrument was signed by

your Orator, Walter C. Mylander, as attorney for all your Orators, as owners of interests or estates in and to premises, Nos. 1124, 1126, 1128 and 1130 W. Franklin Street. That same was never acknowledged by him, either on his own behalf, or on behalf of any of the other Orators- as such signature was intended at the time, as a signature only to a temporary instrument, to be followed, by the permanent instrument, on which all the original signatures were to be taken anew and then acknowledged. That no permanent or final instrument was ever presented for signature, and no such instrument was ever executed or intended to be executed by any of your Orators, in the form in which same now appears of record- Exhibit- hereinbefore referred to.

Fourth:- That your Orators now charge and aver, that the signature of your Orator, Walter C. Mylander, as attorney for all your Orators was obtained by the grossest misrepresentations and falsehoods, on the truth and verity of which your Orators relied, and which were material to the subject matter of the agreement. That specifically your Orators allege among the misrepresentations so made to induce <sup>which</sup> and/or induce such signature, the following:-

(a) ~~The~~ averment by Mrs. Young, the solicitor for such signature, that all the titles had been examined by a reputable attorney of good standing, viz., John Hesse, Esq., and therefore, it was a certainty that all signers thereto, were legally bound as well as the properties for which such signers signed, were legally bound thereby.

That such representation was false in its entirety- as the titles had never been examined by said John Hesse or any <sup>other</sup> attorney, and in many cases proper owners did not sign, and encumbrancers did not sign the same, with the result that some of the supposedly bound properties are not bound thereby. That the falsity of such representations herein above listed was only discovered by your Orators within the past few weeks.

(b) That all parties in the block -all owners of houses in that

block of W. Franklin Street (1100 block ) had signed except your Orators, with exception of two houses. That said Mrs. Young, further represented that they would not sign until your Orators had signed- but she further averred, that when your Orators signed, the remaining owners of the remaining two houses, would also sign. That this representation was particularly important, <sup>SINCE</sup> ~~that~~ throughout the many visits of said Mrs. Young to the office of the Orator, Walter C. Mylander, said Orator always insisted, that while all your Orators were entirely in accord with the purposes of the alleged agreement, they would not sign the instrument unless they were the last ones to sign, so that they might know that the purposes for which alone they would sign, viz., the complete alignment of this block as a white block, were accomplished, and had it not been for the averments made by said Mrs. Young, in relation to this matter as well as her averments of title examination, hereinbefore mentioned, your Orator, Walter C. Mylander, would not have signed either for himself or others. .

Fifth:- That while it was always the understanding, at the time when your Orator, Walter C. Mylander, signed such original instrument, that same should be re-written, and the actual signatories of all the parties thereto, taken in person, or in duly authorized manner, the ~~instrument~~ <sup>instrument</sup> when so rewritten, was not submitted to the several parties for re-execution- and your Orators do not believe that the paper as re-written was nor is ~~is~~ of the same substance as the original instrument, which said Orator, Walter C. Mylander, signed, inasmuch as they have no recollection of any ~~exception~~ <sup>exception</sup> having been made of premises known as No. 501 N. Carrollton Avenue insofar as the only entrance to the 2nd and 3rd floor apartments thereof, front on Franklin Street and not on Carrollton Avenue. That ~~thereafter~~ further, the typewritten matter of the original instrument signed by your Orator, Walter C. Mylander,

as same is recalled by your Orator, Walter C. Mylander, dis- regarding the narrative history of ownerships now contained there- in, seemed vastly shorter and less ~~voluminous~~ voluminous than in the said mentioned instrument as finally recorded. That while in relation to this matter, your Orators are not able, after the lapse of many years, to say, that the idea of the rest of the instrument might not be the same, as contained in the original instrument, except for the exception therein, of the premises, No. 501 N. Carrollton Avenue, your Orator, Walter C. Mylander, does say, that the wording is much more prolix and full, than what was contained in the original instrument signed by him, as attorney for the rest of your Orators.

~~SIXTH: FIFTH:~~ - That Your Orators further allege and aver that the whole neighborhood supposedly covered by such instrument <sup>greatly</sup> has changed; <sup>due in part to</sup> ~~that~~ the influx of colored people into that block even within the area of the houses signatories or supposedly signatories thereto, and that the new occupancies, <sup>even of the white</sup> are of a much more in- different type, as illustrated by businesses and occupancies, <sup>and are</sup> not harmonious with the character of a neighborhood such as this 1100 block of W. Franklin Street, was at the time of the obtent- ion of the signatures.

~~SEVENTH: SIXTH:~~ - That your Orators are advised and therefore, aver, that under the circumstances herein stated, that they are entitled to have such instrument as is recorded ( Exhibit heretofore referred to) set aside and annulled, as constituting a cloud on their title ownership of properties, Nos. 1124, 1126, 1128 and 1130 W. Franklin Street.

~~EIGHTH: SEVENTH:~~ \* That your Orators have already suffered great damage and injury, having suffered long and continuous vacancies of some of their properties aforementioned, and will continue to suffer

greater and more irreparable injury, unless this Court intervenes to remove the cloud of such recorded instrument, from their aforementioned owned properties.

~~Eighth~~ <sup>NINTH</sup>:- That your Orators are without redress at law or in any other manner, unless this Court intervenes, and by its decree, annuls or avoids such instrument, as affecting the title to said mentioned premises, Nos. 1124, 1126, 1128 and 1130 W. Franklin Street.

WHEREFORE, Your Orators pray:-

1. That this Honorable Court may by decree, declare that the premises, Nos. 1124, 1126, 1128 and 1130 W. Franklin St., are free from any and all restrictions to which it may appear to have the purpose of such recorded instrument to subject it.
2. That your Orators may have such further and other relief as their case may require.

May it please Your Honor to grant unto your Orators, the writ of subpoena directed to the above named defendants, all resident in Baltimore City, directing and commanding them, and each of them, to be and appear in this Court on some certain day to be named therein, and to answer the premises, and to abide by and to perform such decree as may be passed herein.

And, as in duty, &c.

*Attest Patz*  
Sclr. for Complaints.

*Wm. W. Mylander*  
*Florence Mylander*  
*Anna Faust*  
*August C. Mylander*  
*John C. Mylander*  
*Wm. W. Mylander*

All Orators, except W. W. Mylander, who is <sup>temporarily</sup> in Europe.

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

I hereby certify, that on this 7th day of November, 1929, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Walter C. Mylander, one of above named Complainants, and made oath in due form of law, that the matters and facts set forth in the foregoing Bill of Complaint, are true to the best of his knowledge, information and belief.

As witness my hand and Notarial seal.

*Olava A. McKay*  
Notary Public.



IN THE  
CIRCUIT COURT #2  
OF BALTIMORE CITY

389647  
DORA MYLANDER, et al 1929

VS

LOUIS GROSSMAN, et al

ANSWER  
to  
BILL OF COMPLAINT

Mr. Clerk:-

Please file, etc.

No 170999

Jas. Carmody

Attorney for Respondents

Copy of answer  
admitted this 23<sup>rd</sup> day  
of December 1929

Hatter Path  
City for Petitioning

JAS. J. CARMODY  
ATTORNEY-AT-LAW  
541 EQUITABLE BUILDING  
BALTIMORE, MD.

filed 23 December 1929

Dora Mylander	:	
Florence Mylander	:	
Anna Faust	:	
William P. Mylander	:	
August C. Mylander	:	
Kate E. Mylander	:	IN THE
and	:	
Walter C. Mylander	:	
Complainants.	:	CIRCUIT COURT #2
vs	:	OF
Louis Grossman and	:	
Lena Grossman, his wife	:	BALTIMORE CITY
and	:	
George H. Mueller and	:	
Ethel P. Mueller, his wife	:	
and	:	
Carl Kretzler and	:	
Mary Kretzler, his wife.	:	

TO THE HONORABLE THE JUDGE OF SAID COURT:

Your respondents, George H. Mueller and Ethel P. Mueller, his wife, and ~~xxxxxxxxxxxxxxxx~~ Mary Kretzler, ~~xxxxxxx~~ answering the Bill of Complaint filed in this case, for themselves and for no one else, respectfully show unto Your Honor:

First.

Answering the first paragraph of said Bill of Complaint, your respondents say:- That they admit that during the latter part of the year 1924 and the early part of the year 1925 they signed an agreement, including other property owners in the 1100 block West Franklin Street, in the City of Baltimore, State of Maryland, of their own free will, as did the other signers of the said agreement, and not at the solicitation of Mrs. Young or any one else. Said agreement was to bind the said owners not to sell or lease or rent the properties in that block to colored peoples.

That your respondents, George H. Mueller and Ethel P. Mueller, his wife, admit that they own the property No. 1125 West Franklin Street, and that your respondents, ~~xxxxxxxxxxxx~~ Mary Kretzler, ~~xxxxxxx~~ admit that they own the property No. 1118 West Franklin Street.

Your respondents deny that the owners of all the property in the 1100 block West Franklin Street are too numerous to be

made parties hereto, as they are known to the complainants or their names and addresses can be secured with reasonable diligence and without extraordinary effort. And your respondents further aver that the nature of the other case mentioned in the Bill of Complaint filed in this cause does not and should not control in this case, as the matters to be considered by this Honorable Court in both suits are not identical, will not have the same effect and should not be considered as one. And furthermore, that some of the defendants in the other case mentioned herein allowed decrees pro confesso to be entered against them and other defendants employed counsel and contested the claim of the claimants in the other case.

Second.

Your respondents, answering the second paragraph of the Bill of Complaint filed herein, deny that the instrument so originally signed by the property owners was materially altered, changed and added to and subtracted from and that the signatures from one document were transferred to another after such alleged alteration, change and additions and subtractions so as to alter the agreement and make it a different instrument of writing from that recorded as the act and deed of the parties thereto. It is admitted by your respondents that the instrument of agreement between the property owners in the 1100 block West Franklin Street bears date of February 16, 1925 and is recorded among the Land Records of Baltimore City in Liber S.C.L. No. 4358, Folio 147, etc. and is filed as Exhibit No. 2 in the case filed by the All Saint's Evangelical Lutheran Church against these same defendants and others, but they deny that there was any stipulation made in open court in the said named case that may be used in the proceedings now filed, as no such proceedings were contemplated at that time by the parties.

Third.

Answering the third paragraph of the Bill of Complaint filed herein, your respondents deny the statements made in said paragraph, but on the contrary aver that the paper signed by Walter C. Mylander, as attorney for himself and for the other petitioners in this case, was the original and only paper signed by him or by any of

the other property owners in the 1100 block West Franklin Street and that the acknowledgments were properly taken before a Notary Public.

Fourth.

Answering the fourth paragraph of said bill of Complaint, your respondents deny that Walter C. Mylander, as attorney for all your orators, was misled by any misrepresentations and falsehoods and that he was fully informed as to the terms of the agreement and as to the parties interested. And your respondents further allege that the identical agreement signed, acknowledged and recorded and filed in the cause of the All Saint's Evangelical Lutheran Church was from time to time in his possession and that he paid a pro rata share of John Hessey, Esq.,'s fee.

Fifth.

Answering the fifth paragraph of said Bill of Complaint, your respondents deny that at the time that Walter C. Mylander signed such a written instrument that the same was to be rewritten and the actual signatures of all the parties thereto taken in person or in duly authorized manner. No other agreement was understood to have been drawn up and that the one actually signed and filed was the only agreement.

Sixth.

Answering the sixth paragraph of said Bill of Complaint, your respondents deny that there was any change in the neighborhood supposedly covered by such an instrument and that the agreement executed was the result of the meeting of minds of the parties thereto.

Seventh.

Answering the seventh paragraph of the Bill of Complaint, your respondents say that if the petitioners have been advised that under the circumstances herein they are entitled to have such instrument as recorded set aside and annulled, such advice is misleading, and it would work mischief until the rights of the parties are decided by this Honorable Court.

Eighth.

Answering the eighth paragraph of the Bill of

Complaint, your respondents say that if the petitioners have suffered damage and injury through the existence of the agreement they entered into that the other signers have likewise been damaged, but your respondents aver that the petitioners in this case, as well as all the other signers, have been protected and benefitted by the agreement.

Ninth.

Answering the ninth paragraph of said Bill of Complaint, your respondents neither admit nor deny the allegations made therein, but must, in justice of themselves, demand strict proof of same.

Having fully answered all the paragraphs of said Bill of Complaint, your respondents pray that they may be dismissed with costs.

And as in duty bound, etc.

*Joseph Carnody*  
\_\_\_\_\_  
Attorney for Respondents

x *Geo. H. Mueller*  
\_\_\_\_\_  
x *Ethel P. Mueller*  
\_\_\_\_\_  
x *Mary Stetler*  
\_\_\_\_\_  
x \_\_\_\_\_

STATE OF MARYLAND: BALTIMORE CITY: TO WIT:

I HEREBY CERTIFY that on this 21<sup>st</sup> day  
of December, 1929, before me, the subscriber, a  
Notary Public of the State of Maryland, in and for the City of  
Baltimore, aforesaid, personally appeared George H. Mueller and  
Ethel P. Mueller, his wife, and ~~xxxxxxxxxxxxxxxx~~ Mary Kretzler,  
~~xxxxxxxx~~ the respondents in the within matter, and made oath in  
due form of law that the matters and facts set forth in the  
foregoing petition are true and bona fide to the best of their  
knowledge, information and belief.

As witness my hand and Notarial Seal.

Elizabeth Long  
Notary Public

Circuit Court No. 2

647

19

29

A

DOCKET No.

38

*Rosa Nylander*  
*et al*

vs.

*John Sussman*  
*et al*

**Decree Pro Confesso**

~~#~~ 17099 A

No.

17099 A  
5

Filed

27

day of

Dec

19

29

[DECREE PRO CONFESSO]

IN THE

Circuit Court No. 2

-OF-

BALTIMORE CITY

Rosa Mylander et al  
vs.

Jois Grossman et al

November

Term 19

29

38/A  
647

The Defendant: Jois Grossman + Rose Grossman, his wife,  
and Carl Kretzler, having been duly  
summoned (~~notified by Order of Publication~~) to appear to the Bill of Complaint and having failed to  
appear thereto, according to the exigency of the writs (~~said Order~~)

It is thereupon this 27<sup>th</sup> day of December, in the year of nineteen hundred  
and Twenty Nine by the Circuit Court No. 2 of Baltimore City, ADJUDGED, ORDERED AND DECREED

that the complainant is entitled to relief in the premises, and that the Bill of Complaint be and is hereby  
taken pro confesso against said defendant: Jois Grossman + Rose Grossman  
his wife, and Carl Kretzler  
But because it doth not certainly appear to what relief the plaintiff is entitled, it is further ADJUDGED  
and ORDERED, that one of the Examiners of this Court take testimony to support the allegations of the  
Bill.

Li Frank



IN THE  
CIRCUIT COURT No. 2 of  
BALTIMORE CITY

*389647*  
DORA MYLANDER, et al, *1929*  
Complainants

VS

LOUIS GROSSMAN, et al,  
Defendants

PETITION AND ORDER

Mr. Clerk:-

Please file, &c.,

*Attkin Pat*  
Solicitor for Compl't-Pet.

*No 170999*

*6*

MYLANDER & PATZ  
ATTORNEYS AT LAW  
410-416 MORRIS BUILDING  
BALTIMORE, MD.

FILED

*31 December 1929*

\*

DORA MYLANDER, et al,

IN THE

\*

vs

CIRCUIT COURT No. 2 OF

LOUIS GROSSMAN, et al,

BALTIMORE CITY

\*

38/A  
649

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P E T I T I O N

TO THE HONORABLE, ELI FRANK, THE JUDGE OF THE SAID COURT:-

The petition of the above named Complainants, respectfully shows:-

1. That prior to the institution of the above entitled case, an action, similar in its character, scope and effect, and in the precise relief sought, was filed in this Court, by All Saints Evangelical Lutheran Church of Baltimore City, against your petitioners, and others, as defendants; that said cause, is entitled:- All Saints Evangelical Lutheran Church of Baltimore City, Complainant versus George H. Ahrling, et al, defendants, and appears in docket 38 A folio 148, &c., of this Court.
2. That after the filing of such latter cause, and before the institution of the above case, answers were filed by the defendants in the latter case (and Decrees Pro Confesso taken against those not so answering) by your petitioners and others, and the case proceeded to hearing, during the course of which, the proceedings were, by agreement, interrupted, to permit the filing of the above case, with the understanding that upon such filing, both ~~xxx~~ cases would thereafter, proceed, by way of consolidation, with the hearing.
3. That all of the defendants in the above entitled cause, have answered, except those, against whom Decrees Pro Confesso have been taken, and the above case, seeks ~~the same~~ *similar* relief, sought by the prior case, hereinabove mentioned.
4. That your petitioners believe it proper to consolidate the two cases, that they may at once, proceed with the hearing, and submit the two cases, for such Order or Decree as may be seen fit to pass herein and therein.

Wherefore, your petitioners ~~pray~~ pray the passage of an Order herein, authorizing such consolidation, and directing that henceforth proceedings in such consolidated case, shall ~~xxxxx~~ affect both cases, as if had in each thereof.

And as, &c.,

*Arthur P. [Signature]*  
Solicitor for Petitioners

WE, the undersigned, representing various of the parties, named in the proceedings mentioned above, do hereby consent to the passage of such and Order of Consolidation, ~~the~~ *the* Solicitor for the contesting original defdt, having assented in open Court.

*Henry [Signature]*  
*all copies of [unclear]*

*and upon the consent by James J. Carmody Esq. in open court upon behalf of the defendants - this case represented by him,*

UPON THE AFOREGOING PETITION AND ASSENTS, it is hereupon this 3<sup>rd</sup> day of December, 1929, ORDERED by THE CIRCUIT COURT NO. 2 OF BALTIMORE CITY, that the above entitled case, be and it is hereby consolidated with the case herein depending, entitled:- All Saints Evangelical Lutheran Church of Baltimore City, Complainant versus George D. Ahrling, et al, defendants (Docket 38 A folio 148, &c.,) to the end that henceforth proceedings shall be conducted as if said cases had originally been filed herein as one case; and it is further Ordered that such consolidated cases, shall be proceeded with, at once.

*C. Frank*

In the 380 <sup>51</sup> 1929  
Circuit Court No 2  
of Baltimore City

All Saints Evangelical  
Lutheran Church of Baltimore  
City

Bin  
vs  
7MR

George D. Whiting  
and others

Bill of Complaint  
and Exhibits No 1 and No 2

Mr. Clerk:

Please file to

Henry D. St.

Solicitor for the defendant.

No 1659

1

1929

All Saint's Evangelical Lutheran Church  
of Baltimore City, a body corporate.

vs.

George D. Ahrling,  
Emma Ahrling,  
Marie F. Buckley,  
John S. Cassell,  
Carrollton Land and Loan  
Association, a body corporate,  
Albert R. Conrad,  
Mary Conrad,  
Agnes R. Dowd,  
Katherine Dowd,  
Loretta Dowd,  
Mary E. Dowd,  
Nora Doyle,  
Bernard J. Doyle,  
James F. Duggan,  
John F. Duggan,  
Marie G. Duggan,  
Anna Faust,  
Clinton J. Freeburger,  
Elizabeth R. Freeburger,  
Herbert H. Freeburger,  
Mary L. Freeburger,  
Louis Freedman,  
Josephine F. Frisky,  
Joseph T. Gerlach,  
Iena Gordon,  
Benjamin Gordon,  
Iena Grossman,  
Louis Grossman,  
Joseph A. Gunther,  
Regina E. Gunther,  
Thomas Harkness,  
George Heiderman,  
Katherine Heiderman,  
Louis Houseman,  
Fannie Houseman,  
Annie C. Jeffers,  
Joint Stock Association of the  
National Order of Callilean  
Fisherman, a body corporate,  
Carl Kretzler,  
Mary E. Kretzler,  
Rose Kolodner,  
Michael W. Leary,  
Nana L. Leary,  
Wm. H. Leonhauser,  
Rachel Leonhauser,  
Loyal Building Association,  
a body corporate,  
George E. Mueller,  
Ethel P. Mueller,  
August C. Mylander,  
Florence Mylander,  
Kate E. Mylander,  
Millard C. Mylander,  
Walter C. Mylander,  
William F. Mylander,

IN THE  
CIRCUIT COURT NO. 2  
OF BALTIMORE CITY.

Catherine S. Plitt, )  
 Real Estate Trust Company, )  
 a body corporate, )  
 Frederick J. Scott, )  
 Anthony Scholtholt, )  
 Catherine Scholtholt, )  
 Ellen J. Sheckells, )  
 W. Martin Timanus, )  
 Clara E. Timanus, )  
 Hugo Weber, )  
 Phillipine Weber, )

- - - - -

To the Honorable, the Judge of the said Court.

Your Orator, All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate, by Henry Vogt its Attorney, complaining say:-

First. That All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate, has succeeded to all the property and rights of Concordia Evangelical Lutheran Congregation of Baltimore City, a body corporate, by Consolidation of said corporations the Certificate or Plan of Consolidation having been heretofore recorded among the Charter Records of the Superior Court of Baltimore City on the 21st day of December, 1928 in Charter Records S. J. L. 115, folio 351 said Certificate of Consolidation being filed herewith as a part hereof and is marked Complainants Exhibit No. 1.

Second. That the said Concordia Evangelical Lutheran Congregation of Baltimore City on or about the 16th day of February, 1925 owned fee simple properties 1104-1106-1108-1110 and 1112 West Franklin Street in the City of Baltimore (which properties devolved upon your Orator by virtue of said consolidation) and that the President and Secretary of Concordia Evangelical Lutheran Congregation of Baltimore City executed without authority so to do with certain of the defendants then owning or claiming to be the owners of various other properties known as numbers 1100-1102-1114-1116-1118-1120-1122-1124-1126-1128-1130-1101-1103-1105-1107-1109-1111-1117-1119-1121-1123-1125-1127-1129-1131-1133-1135-1137-1139-1141-1143-and 1145 West Franklin Street on the north and south sides of the

of which a certified copy is  
1100 block of West Franklin Street, the pretended agreement/herewith filed,  
marked Complainants Exhibit No. 2 and which is prayed to be taken as a  
part hereof, pretending to restrict for a period of ten years the properties  
therein mentioned to the occupation only either in whole or in part by  
persons other than of African descent, as will more fully appear by re-  
ference to said Exhibit No. 2.

Third. Your Orator, avers that the aforesaid pretended agree-  
ment purports to be executed by Rev. Henry B. Young, Pastor and President  
of Concordia Evangelical Lutheran Congregation and Milton O. Storm,  
Secretary, thereof but that neither of them had any authority to execute  
this instrument of writing on behalf of said body corporate or the Con-  
gregation and Council thereof, nor was anyone authorized ~~by them~~ to enter  
into this pretended agreement on behalf of the Church and that the Con-  
gregation and Council thereof have had no knowledge whatever that said  
pretended agreement had been executed by the said Rev. Henry B. Young,  
Pastor and President and Milton O. Storm, Secretary until recently  
advised within the last three months and that neither the Council nor  
Congregation have ratified the action of its Pastor and Secretary in  
signing said pretended agreement, but on the other hand have renounced and  
disaffirmed the same and have authorized the filing of this Bill of  
Complaint for the purpose of declaring said pretended agreement a nullity  
as to said Concordia Evangelical Lutheran Congregation of Baltimore City,  
a body corporate, and its successor the All Saint's Evangelical Lutheran  
Church of Baltimore City, a body corporate.

Fourth. That the defendants Louis Houseman and Fannie House-  
man have received a conveyance of property 1100 West Franklin Street to  
them from Leon Schiff and Fannie Schiff since the execution of the said  
pretended agreement as aforesaid and conveyances have been made to the  
following defendants since the execution of said agreement:- To William  
H. Leonhauser and Rachel Leonhauser from Esther Block - property 1105 W.  
Franklin Street; to Frederick J. Scott from Ellen J. Shekells - property  
1107 W. Franklin Street and a mortgage thereon executed by Frederick J.

Scott to the Joint Stock Association of the National Order of Gallilean Fisherman, a body corporate; to Joseph F. Gerlach, from Mary Worthington of property No. 1120 W. Franklin Street and that Joseph F. Gerlach has executed a mortgage thereon to Loyal Building Association, a body corporate; and property No. 1162 West Franklin Street is still owned by the defendants Nora Doyle and Bernard J. Doyle as mentioned in said agreement; 1114 West Franklin Street by the defendants, Lena Gordon and Benjamin Gordon who acquired their title by mesne conveyances under a mortgage foreclosure sale which mortgage had been executed prior to the recordation of said agreement and people of African descent now occupy said property; properties 1122-1135 and 1137 West Franklin Street are now owned jointly by the defendants Mary L. Freeburger, Elizabeth R. Freeburger, Herbert H. Freeburger, Clinton J. Freeburger and Marie F. Buckley; the defendants Joseph A. Gunther and Regina E. Gunther, his wife, are now the owners of 1101 West Franklin Street and the defendant the Carrollton Land And Loan Association of Baltimore City, a body corporate, holds a mortgage thereon; the defendants George D. Anrling and Emma F. Anrling are now the owners of 1103 West Franklin Street; that the defendant Ellen J. Sheckells is now the owner of 1129 West Franklin Street; that defendants Mary E. Dowd, Agnes R. Dowd, Catherine Dowd, and Loretta Dowd are now the joint owners of property 1109 West Franklin Street; that defendants Hugo Weber and Philippine Weber are now the owners of 1111 West Franklin Street; defendant Thomas Harkness of 1117 West Franklin Street and defendants John F. Duggan, James P. Duggan and Marie G. Duggan are now the joint owners of 1121 West Franklin Street; that defendants Catherine S. Plitt, Josephine F. Frisky and John S. Cassell are now the joint owners of 1123 West Franklin Street and that the defendant the Real Estate Trust Company, a body corporate, now holds a mortgage thereon; that the defendant Rose Molodner is now the owner of 1131 West Franklin Street that the defendants Albert R. Conrad and Mary Conrad now own 1133 West Franklin Street; that the defendants W. Martin Timanus and Clara E. Timanus now own 1139 West Franklin Street; the defendants George Heiderman and



Katherine Heiderman are now the owners of 1141 West Franklin Street; defendants Lena Grossman and L. Grossman are the owners of 1145 West Franklin Street; that the defendants Carl Kretzler and Mary Kretzler are the owners of 1118 West Franklin Street; and the defendants, Michael W. Leary and Nana Leary, his wife, are the owners of 1116 West Franklin Street the defendant Louis Freedman is now the owner of 1119 West Franklin Street; and defendants George H. Mueller and Ethel P. Mueller are the owners of 1125 West Franklin Street; that defendants Anthony Scholtholt and Catherine Scholtholt are the owners of 1127 West Franklin Street; that defendant Annie C. Jeffers who executed said pretended agreement now has a life estate in 1143 West Franklin Street; and the defendants Walter C. Mylander, William F. Mylander, August C. Mylander, Kate E. Mylander, Florence Mylander, Millard C. Mylander and Anna Faust are now the joint owners of 1124-1126-1128 and 1130 West Franklin Street.

Fifth. That your Orator is advised that the aforesaid pretended agreement as recorded constitutes a cloud on the title to said properties which it owns nos. 1104-1106-1108-1110 and 1112 West Franklin Street, in that said agreement purports to restrict the use or occupancy of said properties by persons other than those of African descent and that said 1100 block West Franklin Street is now occupied by colored people with respect to four houses therein and it is in a neighborhood which is largely colored or at least mixed with both white and colored residents.

To the end therefore.

1. That said pretended agreement or instrument of writing purporting to have been made and executed on the 16th day of February, 1925 and recorded among the land records of Baltimore City in Liber S. C. L. No. 4358, folio 147, etc., may be annulled and set aside by the decree of this Honorable Court as to the said Concordia Evangelical Lutheran Congregation of Baltimore City, a body corporate, now All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate.

2. That your Orator may be granted such other and further relief as the nature of its case may require.

May it please your Honor to grant unto your Orator the states

writ of subpoena directed against the defendants George D. Ahrling and Emma Ahrling at 835 Brinkwood Road; Marie F. Buckley, Elizabeth R. Freeburger, Clinton J. Freeburger, Herbert H. Freeburger and Mary I. Freeburger residing at 1908 Park Avenue; Albert R. Conrad and Mary A. Conrad at 1133 West Franklin Street; Agnes R. Dowd, Katherine Dowd, Loretta Dowd and Mary E. Dowd residing at 1109 West Franklin Street; Nora Doyle and Bernard J. Doyle at 1102 West Franklin Street; James P. Duggan, John F. Duggan and Marie G. Duggan at 1121 West Franklin Street; Louis Freedman at 1119 West Franklin Street; Josephine F. Frisky, c/o Archers Laundry, North west corner of Fayette and Stricker Streets; Joseph F. Gerlach, 1919 Cedric Road; Lena Gordon and Benjamin Gordon, at 409 S. Bond Street; Louis Grossman at 1145 West Franklin Street; and Rose Kolodner now known as Rose Grossman at 1145 West Franklin Street or 3507 Virginia Avenue; Joseph A. Gunther and Regina E. Gunther at 1913 Chelsea Road; Thomas Harkness at 1117 West Franklin Street; George Heiderman and Katherine Heiderman at 1141 West Franklin Street; Louis Houseman and Fannie Houseman, at 1100 West Franklin Street; Annie C. Jeffers at 3427 Edmondson Avenue; Carl Kretzler and Mary E. Kretzler at 1118 West Franklin Street; Michael W. Leary and Nana L. Leary at 1116 West Franklin Street; William H. Leonhauser and Rachel Leonhauser at 1105 West Franklin Street; George H. Mueller and Ethel P. Mueller at 1125 West Franklin Street; Catherine S. Plitt at 4700 Amberley Avenue; Frederick J. Scott at 2425 McCulloch Street; Anthony Scholtholt and Catherine Scholtholt at 1127 West Franklin Street; Ellen J. Sheckells at 2213 North Charles Street; Hugo Weber and Philippine Weber at 1111 West Franklin Street; Anna Faust, August C. Mylander, Florence Mylander, Kate E. Mylander, Millard C. Mylander and William F. Mylander all in c/o Walter C. Mylander, 410 Morris Building; Walter C. Mylander, 410 Morris Building; Carrollton Land and Loan Association, a body corporate, its President being August Opel 3140 Leeds Street; Real Estate Trust Company, a body corporate, Milton Roberts being its President at 1101 North Charles Street; Loyal Building Association, a body corporate, James T. Sturgeon being its President at 2821 The Alameda; John S.

Cassell, residing at ; W. Martin Timanus  
and Clara E. Timanus residing at ; The Joint Stock  
Association of the National Order of Gallilean Fishermen, a body corporate,  
at 409 West Biddle Street; commanding them and each of them to be and  
appear in this Honorable Court on some certain day to be named therein  
and after the Bill of Complaint of the said All Saint's Evangelical  
Lutheran Church of Baltimore City, a body corporate, and abide by and  
perform such decree as may be passed in the premises.

And as in duty bound.

All Saint's Evangelical Lutheran  
Church of Baltimore City, a  
body corporate, by

Frank W. Carman  
Vice-President

Henry Boat  
Solicitor for Complainant

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:-

I HEREBY CERTIFY, That on this 8<sup>th</sup> day of January, in the  
year one thousand nine hundred and twenty-nine, before me the subscriber,  
a Notary Public of the State of Maryland in and for the City of  
Baltimore, aforesaid, personally appeared Frank W. Carman, Vice-President  
of All Saint's Evangelical Lutheran Church of Baltimore City, a body  
corporate, the complainant named in the foregoing Bill of Complaint  
and he made oath in due form of law that the matters and facts set forth  
in the foregoing Bill of Complaint are true to the best of his knowledge,  
information and belief.

As Witness my hand and Notarial Seal.

Alice F. Steerung  
Notary Public.

R2  
In the  
Circuit Court No. 2  
of Baltimore City.

51  
38A 1929

All Saints Evangelical Lutheran Church of Baltimore City  
a body corporate

vs.

George D. Ahrling,  
and others.

Complainant's Exhibit No. 1

Mr. Clerk:-

Please file.

Henry D. O'Neil  
Solicitor for Complainant.

No 16532A  
2

filed 25 January 1929

Certificate 168  
and

Plan of Consolidation

Between

All Saints Evangelical  
Lutheran Church of  
Baltimore City

and  
No 16532 - C  
Concordia Evangelical  
Lutheran Congregation  
of Baltimore City.

RECEIVED FOR RECORD  
DEC 21 1928 AT 2 O'CLOCK  
M. SAME DAY RECORDED IN LIBR  
S. C. L. No. 115-351  
ONE OF THE CHARTERED RECORDS OF  
BALTIMORE CITY AND ENVIRONS  
PER

Stephen & L. W.  
12.50 - 15.00

KNOW ALL MEN BY THESE PRESENTS:

THAT, All Saints Evangelical Lutheran Church of Baltimore City, a body corporate and Concordia Evangelical Lutheran Congregation of Baltimore City, a body corporate, both of the City of Baltimore, State of Maryland and both being religious Corporations duly incorporated under the laws of the State of Maryland, the majority of the members of each Congregation having assented to the same, do hereby execute this certificate of consolidation in accordance with Article 23, Section 115, The Code of Public General Laws of Maryland (1924), for the purpose of consolidating the two Corporations above mentioned to the end that all the property and assets together with all the debts and liabilities and all the powers, rights and privileges of said several Corporations shall be devolved upon the said consolidated Corporation. And such consolidation shall be upon the following terms and conditions which shall constitute the articles of incorporation and regulation governing the consolidated Corporation. The name of said consolidated Corporation shall be and is hereby called All Saints Evangelical Lutheran Church of Baltimore City. The constitution of All Saints Evangelical Lutheran Church of Baltimore City is as follows:

.....

C O N S T I T U T I O N .

.....

A R T I C L E I .

THE NAME.

The name of this Church shall be "ALL SAINTS EVANGELICAL LUTHERAN CHURCH OF BALTIMORE CITY".

A R T I C L E II .

DOCTRINAL POSITION AND SYNODICAL CONNECTION.

This Church, in accordance with the doctrinal position of the General Synod of the Evangelical Lutheran Church in the

United States, now merged in the United Lutheran Church in America, and in the words thereof, "Receives and holds the Canonical Scriptures of the Old and New Testaments as the Word of God and the only infallible rule of faith and practice; and the Unaltered Augsburg Confession as a correct exhibit of the faith and doctrine of our Church as founded upon the Word"; and it adopts for its government and discipline this Constitution and By-laws, and in cases not herein provided for the "Formula for the Government and Discipline of the Evangelical Lutheran Church", heretofore published by the General Synod of the Evangelical Lutheran Church in the United States, now merged as aforesaid, together with such modifications thereof or other regulations as may be from time to time adopted or recommended by the United Lutheran Church in America; and it shall always be connected with the Maryland Synod, or with a District Synod of the United Lutheran Church in America.

### A R T I C L E III.

#### OF MEMBERS.

SECTION I. The members of this Congregation shall consist of those who have received Christian Baptism in their infancy and been admitted to the Communion of the Church by the rite of Confirmation; by adult baptism in connection with their public profession of Faith; by a certificate of good standing in, and honorable dismissal from, some other Evangelical Church, or by a public renewal of their profession of Christian Faith, and who participate whenever possible in the celebration of the Lord's Supper, and contribute regularly according to their means to the support of the Church, and to its benevolences.

SECTION 2. It shall be the duty of all members of this Church to lead a truly Christian life, to attend faithfully the public worship of God, to partake of the Lord's Supper whenever opportunity offers, and to contribute according to their several

ability to all the regular expenditures and benevolences of the Church.

SECTION 3. It is the duty of the parents to have their children baptised in infancy, to look carefully after their religious training, and to see to it that they attend regularly the catechetical class and Sunday School, and to strive to bring them up in the nurture and admonition of the Lord.

SECTION 4. Every member is amenable to the Church Council and must appear before it when cited to do so, and submit to the discipline of the Church kindly and justly administered. If any member shall refuse to appear when cited, the Council may proceed as though he were present.

#### A R T I C L E IV.

##### OF THE PASTOR.

SECTION 1. The Pastor of the Church must be a member of the Evangelical Lutheran Synod in connection with the United Lutheran Church in America within whose bounds this Church is located, and with which the Church itself is connected.

SECTION 2. The principal duties of the Pastor are those prescribed in Chapter III, Section I, of the "Formula of Government and Discipline" already referred to.

SECTION 3. Should the Pastor at any time be guilty of teaching unscriptural doctrine, or indulging in immoral practices (which May God in His mercy prevent), it shall be the duty of the Church Council to proceed against him as prescribed in Chapter III, Section 5, of the aforesaid "Formula".

SECTION 4. It shall be the Pastor's duty to keep a correct record of all his ministerial acts, to wit:- of all baptisms - infant and adult; confirmations; admissions and dismissal by certificate, excommunications and other forms of accession or loss of membership; attendance at communions; marriages; and deaths; in a book provided for that purpose, which book of record is to be furnished by the Church and is to remain the property of

the Church and to be open for its inspection. This book shall be in charge of the Pastor, except during a pastoral vacancy, when it shall be held by the Secretary of the Church Council who shall keep the record in it until the vacancy is supplied.

#### A R T I C L E V.

##### OF THE OFFICERS OF THE CHURCH.

SECTION I. The officers of the Church shall consist of the Pastor, six (6) elders, and six (6) deacons, (except that, if there shall not be a sufficient number of properly qualified members of the Church available for the respective offices of elder and of deacon at any annual election to make possible the securing and election of six persons for each of said class of officers, the number of elders and deacons respectively may be less than six but not less than four for each of said class of officers), who together shall constitute the Church Council, and they and their successors in office shall also be the legal trustees of the Church, and in behalf of the congregation be a body corporate by the name, style and title of

"ALL SAINTS EVANGELICAL LUTHERAN CHURCH OF BALTIMORE CITY".

SECTION 2. At the first election for Church officers, after the adoption of this Consolidation the whole number of elders and deacons specified in Section 1 of this Constitution shall be elected, (except that, if there shall not be a sufficient number of properly qualified members of the Church available for the respective offices of elder and of deacon at that time to make possible the securing and the election of six persons for each of said class of officers, a number less than six but not less than four shall be elected for each of said classes, as provided in Section I), one-half of the elders and one-half of the deacons to serve one year, and one-half thereof to serve two years. The respective terms of office shall be determined by lot among themselves. At each annual election after the first only one-half the number of elders and of deacons shall be elected to serve for two years.



SECTION 3. The elders and deacons elected shall be inducted into office by installation according to the order of service for that purpose found in the Liturgy published and recommended by the United Lutheran Church in America.

SECTION 4. Only male members of the Church in good and regular standing therein, and themselves entitled to vote, shall be eligible to the offices of elder and deacon.

SECTION 5. No member of the Church Council shall be eligible for election for more than two successive terms until one year after the expiration of his second term of office.

SECTION 6. The duties of the elders, deacons and trustees shall be those usually pertaining to these offices, as set forth in Chapter III, Section 6, of the "Formula for the Government and Discipline of the Evangelical Lutheran Church" above referred to.

#### A R T I C L E VI.

#### OF THE CHURCH COUNCIL.

SECTION I. The Church Council shall consist of the pastor, the elders and the deacons.

SECTION 2. The pastor with half the other members of the Church Council for the time being, and in the absence of the pastor, two-thirds of the remaining members of the Council shall constitute a quorum for the transaction of business; but no business connected with the government and discipline or spiritual affairs of the Church shall be transacted without the presence of the pastor unless he be voluntarily or unavoidably absent, or the pastorate be vacant at the time.

SECTION 3. The pastor shall be ex-officio president of the Church Council and Congregation and when present shall preside at all meetings, unless for good reasons he declines to do so.

SECTION 4. After each annual election of officers the Council shall elect from their own number a vice-president who

shall preside at all Council and Congregational meetings in the absence of the pastor or if the pastor declines to preside; he shall <sup>sign</sup> all orders drawn by the Council on the treasurer; also a secretary from their own number who shall keep an accurate record of their proceedings; and also a financial secretary from their own number or from the membership of the congregation who enjoys the confidence of the Church, who shall receive from the deacons the offerings of the Congregation and pay them over to the treasurer, taking his receipt therefor, and report the amount to the Council at each meeting; also a treasurer from their own number or from the membership of the congregation who enjoys the confidence of the Church, who shall keep a full and accurate account of all funds received and disbursed on account of the Church and shall report to the Council, at each regular meeting, or whenever required to do so. The financial secretary and the treasurer if not members of the Council shall have the privilege of attending the meetings of the Council but shall have no vote on any question.

SECTION 5. They shall also elect one of their own number, or some other member of the Church, who enjoys the confidence of the Congregation, to represent it in the conventions of Synod of Conference.

SECTION 6. The Church Council as the trustees of the Church shall have full possession and control of the property of the Church, to hold it for the use of the Congregation; but they shall not be permitted to purchase, sell, lease, or mortgage, or otherwise dispose of or materially alter any real or leasehold property of the Church without the consent and approval of two-thirds of the voters of the Church present, obtained at a congregational meeting for which the notice has been legally given. All deeds, leases, mortgages, contracts or other instruments of writing relating to or affecting the property or affairs of the Church shall be signed and executed on behalf of the said body politic or corporate by the President or the Vice-President of the Church.

Council, or by such other officer as the Church Council shall designate, and in cases requiring a seal shall be sealed with the corporate seal of the said body politic or corporate.

SECTION 7. The Church Council shall hold one regular meeting each month at the Church or at such other place as may be agreed upon. Special meetings may be called by the pastor, or when the Church is vacant, by the vice-president at any time, and it shall be his duty to call a meeting when requested to do so by two members of the Council or by ten members of the Church.

SECTION 8. The Church Council shall have full power to select and adopt and procure a corporate seal for the said body politic or corporate and to make such rules and by-laws for conducting the interests of the Church committed to their care as may be necessary, provided they do not conflict with this Constitution.

SECTION 9. An annual meeting of the Church Council shall be held within twenty days before the annual election for members of the same. At this meeting a full statement of all receipts and expenditures of the Church shall be laid before the Council by the treasurer, and audited by a committee appointed for that purpose.

SECTION 10. Should a vacancy occur among the number of elders or deacons the remaining members of the Council shall have power to fill the vacancy until the time of the next annual election for Church officers, at which time some one shall be regularly elected by the congregation to fill the still unexpired portion of the term of office of the member causing the vacancy.

## A R T I C L E VII.

### OF ELECTIONS.

SECTION I. All congregational meetings for elections or other business must be published by the Church Council to the

congregation at least two weeks before being held. The election shall be under the control and direction of the judges appointed, agreeably to Section 7 of this Article.

SECTION 2. At these elections only those members shall be entitled to vote who are in full connection with the Church, who submit to its government and discipline regularly administered, who have partaken of the Lord's Supper within the previous year (unless providentially prevented), and who contribute according to their ability and engagements to all its necessary expenditures.

SECTION 3. All elections for officers of the Church Council must be held by ballot and majority of the votes cast shall be necessary to choice.

SECTION 4. At an election for Pastor the election shall be by ballot; and it shall be necessary that the candidate receive two-thirds of the votes of all the members present qualified to vote, to constitute a choice, provided that at least a majority of the electors are present. No voting by proxy or power of attorney shall be permitted, but it is allowed that where a qualified voter is unable to be present at the election, such voter may send his or her ballot, endorsed with his or her name, in a sealed envelope addressed to the judges of such election, and the ballot thus sent shall be counted.

SECTION 5. At an election for elders and deacons the Church Council shall nominate as many persons as are to be elected, and the congregation may nominate an equal number, and the choice shall be from the whole number thus nominated.

SECTION 6. The regular annual election for elders and deacons shall be held at the annual congregational meeting provided for in Article VIII (on the second Monday of May each year) or within twenty days thereafter, and the existing officers shall continue in the discharge of their duties until their successors

have been elected and duly installed.

SECTION 7. At a reasonable time before every election the Pastor (or President) shall appoint from among the members of the Church qualified to vote at that election, three judges who shall have charge of the election, agreeably to Section I of this Article, and who shall have a record of the qualified voters. All voting shall be done by ballot and the judges shall make a certified report of the result of the election to the congregation or by its authority to the Council.

#### A R T I C L E VIII.

##### ANNUAL CONGREGATIONAL MEETINGS.

There shall be held each year on the second Monday of May a meeting of the congregation for the transaction of the general business of the Church and for the election of Church officers. At that meeting the Church Council shall present through its officers a full statement of the receipts and expenditures of the Church and such other matters as pertain to its welfare.

At the Congregational Meetings held for the election of elders and deacons and for the transaction of the regular and ordinary business of the Church, one-fifth of the membership of the Church shall constitute a quorum. But at Congregational Meetings held for the election or dismissal of a pastor, or for the mortgaging or sale of the Church property, a majority of the members shall be necessary to constitute a quorum.

#### A R T I C L E IX.

##### TITLE TO PROPERTY.

If at any time this Church should cease to exist, fail to elect officers, or change its ecclesiastical relations contrary to the provisions of this Constitution, the title to its property shall be vested in the Board of Home Missions and Church Extension of the United LUTHERAN Church in America.

A R T I C L E   X.  
A L T E R A T I O N   A N D   A M E N D M E N T

SECTION I. Article II of this Constitution shall never be changed or amended so long as one member is opposed to such change or amendment.

SECTION 2. Alterations or amendments may be made to this Constitution, except to Article II. when recommended by a majority of the Church Council and approved by a vote of two-thirds of the members of the Church present at a Congregational meeting lawfully called after at least six weeks' notice of the changes proposed has been given.

.....  
BY - LAWS.  
.....

I. The Church Council shall meet on the first Tuesday of every month in the Church building or at such other time or place as may be agreed upon for the transaction of regular business.

II. The following shall be the order of business for the Council meetings:

- I. Prayer.
2. Reading and adoption of Minutes.
3. Reports of the Secretary and the Treasurer.
4. Reports of Committees.
5. Unfinished Business.
6. New Business.
7. Appointment of Committees.
8. Adjournment.

The officers of the Consolidated Corporation shall be the Pastor who shall also be the President of the Congregation and Council which officers and Council are as follows:-

Rev. Otto C.F. Janke, A.M. Pastor and President

Frank W. Carman Vice-President

Frank W. Carman Financial Secretary

George W. Stenner Secretary

Gerhard W. Reimers Treasurer

#### MEMBERS

Gerhard W. Reimers appointed to fill term expiring Sunday, May 19, 1929

Frank W. Carman appointed to fill term expiring Sunday, May 19, 1929

Frederick S. Myerly appointed to fill term expiring Sunday, May 19, 1929

John Obersider appointed to fill term expiring Sunday, May 19, 1929

Louis Berger appointed to fill term expiring Sunday, May 19, 1929

Harry Knapp appointed to fill term expiring Sunday, May 19, 1929

#### DEACONS

Robert R. Burton appointed to fill term expiring Sunday, May 19, 1929

LeRoy F. Snoops appointed to fill term expiring Sunday, May 19, 1929

George W. Stenner appointed to fill term expiring Sunday, May 19, 1929

John W. Meeks appointed to fill term expiring Sunday, May 19, 1929

George Zimmerman appointed to fill term expiring Sunday, May 19, 1929

William Beard appointed to fill term expiring Sunday, May 19, 1929

The term of the above officers, except the Pastor and the President are to expire Sunday, May 19, 1929.

It is understood and agreed between the two Corporations that all monies held by Concordia Evangelical Lutheran Congregation shall be applied to the payment of their debts so far as the same can be applied and the balance of the funds if any, shall be turned over to the Treasurer of the Consolidated Congregation and to be applied only to the special purpose and objects for which contributed, Said Consolidation is to be effectual from the seventeenth day of December, 1928.

And the said bodies Corporate and each of them do hereby

appoint Henry Vogt to be their true and lawful Attorney for them and in their stead to acknowledge this Certificate of Consolidation as the act of each of said bodies Corporate. In acknowledgment of which Certificate of Consolidation witness the hand of Rev. Otto C.F. Janke as President of All Saint's Evangelical Lutheran Church of Baltimore City and the Corporate Seal thereof attested by George W. Stenner, its secretary, and the hand of William Fuchs <sup>Jr.</sup> President of Concordia Evangelical Lutheran Congregation of Baltimore City and the Corporate seal thereof attested by William Beard, its Secretary this seventeenth day of December A.D. nineteen hundred and twenty-eight.

Attest:

All Saint's Evangelical Lutheran  
Church of Baltimore City.

Geo. W. Stenner  
Secretary

By Otto C. F. Janke.  
President

Attest:

Concordia Evangelical Lutheran  
Congregation of Baltimore City.

Wm H Beard  
Secretary

By William Fuchs Jr.  
President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:-

I HEREBY CERTIFY, that on this seventeenth day of December, in the year one thousand nine hundred and twenty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore personally appeared Henry Vogt, the Attorney named in the foregoing certificate of Consolidation and he acknowledged said certificate of Consolidation to be the respective act of All Saint's Evangelical Lutheran Church of Baltimore City and Concordia Evangelical Lutheran Congregation of Baltimore City.

As Witness my hand and Notarial Seal.

[Signature]  
Notary Public



*Henry Vogt*

# SUPERIOR COURT

of BALTIMORE CITY

ROOM 310

STEPHEN C. LITTLE

*Clerk*

COPY

Agmt

FROM

Leon Schiff &c.

TO

Nora Doyle &c.

Liber. S.C.L. No. 4358 Fol. 147 &c.

Amount \$ 4.50 Exd. Htc

Paid

In the  
Circuit Court No. 2  
of Baltimore City.

*51*  
389 1929

All Saints Evangelical  
Lutheran Church of Baltimore  
City, a body corporate.

vs.

George D. Ahrling,  
and others.

Complainant's Exhibit No. 2

Mr. Clerk:-

Please file.

*Henry Vogt*  
Solicitor for Complainant.

No 165329

3

262  
4358  
147

Leon Schiff, &c.

Agreement with

Nora Doyle, &c.

-----  
This Indenture, Made this 16th day of February in the year nine-  
teen hundred and twenty-five by and between the parties hereinafter  
mentioned as seized and possessed of the properties hereinafter referred  
to or some interest or estate therein.

WHEREAS the said parties hereto are seized and possessed of the  
following properties in the City of Baltimore or some interest therein:  
Leon Schiff and Fannie Schiff, his wife, of the property now known as  
No. 1100 West Franklin Street; Nora Doyle, of the property now known as  
No. 1102 West Franklin Street; Concordia Evangelical Lutheran Church  
of the properties now known as Nos. 1104-1106-1108-1110-1112 West  
Franklin Street; Realty Centre, Inc. of the property now known as No.  
1114 West Franklin Street; M. W. Teary and M. Y. Teary, his wife, of the  
property now known as No. 1116 West Franklin Street; Carl Kretzler and  
Mary E. Kretzler, his wife, of the property now known as No. 1118 West  
Franklin Street; Mary J. Worthington, of the property now known as No.  
1120 West Franklin Street; S. H. Freeburger, Mary I. Freeburger, Elizabeth  
R. Freeburger, Herbert H. Freeburger, Clinton J. Freeburger and Marie  
F. Buckley, of the properties now known as Nos. 1122-1125 and 1127 West  
Franklin Street; Walter C. Mylander, William F. Mylander, August C.  
Mylander, Kate E. Mylander, Florence Mylander, Millard C. Mylander and  
Anna Faust of the properties now known as Nos. 1124-1126-1128 and 1130  
West Franklin Street; Joseph A. Gunther and Regina E. Gunther, his wife,  
of the property now known as No. 1101 West Franklin Street; George D.  
Ahrling and Emma F. Ahrling, his wife, of the property now known as No.  
1103 West Franklin Street; Joseph Block and Esther Block, his wife, of  
the property now known as No. 1105 West Franklin Street; R. W.  
Sheckells and Ellen J. Sheckells, his wife, of the properties now  
known as Nos. 1107 and 1129 West Franklin Street; Mary E. Dowd, Agnes

R. Dowd, Katherine Dowd, and Loretta Dowd, of the property now known as No. 1109 West Franklin Street; Hugo Weber and Philippine Weber, his wife, of the property now known as No. 1111 West Franklin Street; Thomas Harkness, of the property now known as No. 1117 West Franklin Street; Louis Freedman of the property now known as No. 1119 West Franklin Street; John F. Duggan, James P. Duggan, Marie G. Duggan, of the properties now known as No. 1121 West Franklin Street; Josephine D. Cassell of the property now known as No. 1123 West Franklin Street; George H. Mueller and Ethel P. Mueller, his wife, of the property now known as No. 1125 West Franklin Street; Anthony E. Scholholt and Catherine M. Scholholt, his wife, of the property now known as No. 1127 West Franklin Street; Rose Kolodner of the property now known as No. 1131 West Franklin Street; Albert R. Conrad and Mary Conrad, his wife, of the property now known as No. 1133 West Franklin Street; W. Martin Timanus and Clara E. Timanus, his wife, of the property now known as No. 1139 West Franklin Street; George Heiderman and Katherine Heiderman, of the property now known as No. 1141 West Franklin Street; Anne C. Jeffers, of the property now known as No. 1143 West Franklin Street; Lena Grossman and E. Grossman, of the property now known as No. 1145 West Franklin Street.

Now Therefore each and all of said parties do in consideration of the execution of these presents and of the mutual covenants and agreements and stipulations herein contained and divers other good and valuable considerations to them and each of them thereunto moving receipt whereof by each and all of them is hereby acknowledged hereby jointly and severally for themselves and each of themselves their and each of their heirs personal representatives, successors and assigns, grant, warrant, covenant, promise and agree amongst themselves and each and all of them with all and each of the others, their and each of their heirs, personal representatives, successors and assigns that they and each of them their and each of their heirs, personal representatives, successors and assigns shall and will have, hold, stand seized and possessed of said respective properties interests and estates subject to the following restrictions, limita-

tions, conditions, covenants and agreements, stipulations and provisions to wit; that neither of the said respective properties nor any of them nor any part of them shall be at any time occupied or used by any negro or negroes or person or persons either in whole or in part of negro or African descent except only that negroes or persons of African descent either in whole or in part may be employed as servants by any of the owners or occupiers of said respective properties and as and whilst so employed may reside on the premises occupied by their respective employers. That a majority of the parties to this agreement may by an instrument in writing duly executed, acknowledged and recorded according to law at any time after the execution of this agreement remove the entire property affected by this agreement from the operation and affect of this agreement.

That no sale lease or disposition or transfer thereof shall be made to operate otherwise than subject to the aforesaid restrictions as to and upon use and occupancy that neither the said parties nor any of them their or any of the heirs, personal representatives, successors, or assigns will do or suffer or permit to be done any of the matters or things above mentioned excepting only as aforesaid and that all and singular the restrictions, limitations, conditions, covenants, agreements, stipulations, provisions, matters and things whatsoever herein contained or mentioned shall run with and bind the land for a period of ten years from July 1st, 1924 and no longer and shall for said period of ten years in each and all of the above mentioned property and properties and every part thereof and the heirs personal representatives, successors and assigns of each and all of the parties hereto and shall be kept and performed by and inure to the benefit of and be enforceable by all and every persons and person body and bodies, politic or corporation at any time owning or occupying said land property, premises, interest or estate or any part of them or any of them but no owner or occupant shall be responsible except for his or her or its acts of defaults while owner or occupant.

It is understood and agreed between the parties hereto that neither this agreement nor any part thereof shall have any binding force or effect on any property except that which is located in the eleven hundred block of West Franklin Street on both sides of said street. If at any time a Court of last resort should declare this agreement null and void all parties to this agreement are released from any further obligation hereunder.

This agreement maybe executed in several parts of like purpopt except for the properties described and the parties and all the parts although separately executed shall be deemed and taken together as constituting one original agreement and shall be in no wise binding or of any effect unless or until it shall have been executed in respect to properties (exclusive of property No. 501 North Carrollton Avenue. which binds on the North side of Franklin Street) fronting on otherwise binding on seventy-five per centum of the front feet on both sides of the following street the eleven hundred block of West Franklin Street.

Witness the hands and seals of the parties hereto.

Test as to all:

Elizabeth Young

R.N. Sheckells	(Seal)
Ellen J. Sheckells	(Seal)
Mary E. Dowd	(Seal)
Agnes R. Dowd	(Seal)
Katherine Dowd	(Seal)
Loretta Dowd	(Seal)
Hugo Weber	(Seal)
Philippine Weber	(Seal)
Thomas Harkness	(Seal)
J. A. Gunther	(Seal)
Regina E. Gunther	(Seal)
George D. Ahrling	(Seal)
Emma F. Ahrling	(Seal)
Joseph Block	(Seal)
Esther Block	(Seal)
Louis Freedman	(Seal)
John F. Duggan	(Seal)
James P. Duggan	(Seal)
Marie G. Duggan	(Seal)
Josephine D. Cassell	(Seal)
George H. Mueller	(Seal)
Mrs. Ethel P. Mueller	(Seal)
Anthony F. Scholholt	(Seal)
Catherine M. Scholholt	(Seal)
Rose Kolodner	(Seal)
Albert R. Conrad	(Seal)

(Concordia Evangelical Lutheran)  
( Church Corporate Seal )

Concordia Evangelical Lutheran Church  
by Milton O. Storm, Secretary and

Henry

Rev./B. Young, Pastor &amp; President

M. W. Leary (Seal)

Mrs M. Y. Leary (Seal)

Carl Kretzler (Seal)

Mary E. Kretzler (Seal)

Mary J. Worthington (Seal)

Walter C. Mylander (Seal)

Individually and as Attorney for

Florence Mylander *Dora Mylander* (Seal) (Seal)

Kate E. Mylander (Seal)

August J. Mylander (Seal)

William C. Mylander (Seal)

Millard C. Mylander (Seal)

Anna Faust (Seal)

Mary Conrad (Seal)

S. H. Freeburger (Seal)

W. Martin Timanus (Seal)

Clara E. Timanus (Seal)

George Heiderman (Seal)

Latherine Heiderman (Seal)

Anne C. Jeffers (Seal)

Lena Grossman (Seal)

I. Grossman (Seal)

Mary L. Freeburger (Seal)

Elizabeth R. Freeburger (Seal)

Herbert H. Freeburger (Seal)

Clinton J. Freeburger (Seal)

Marie F. Buckley (Seal)

(Realty Centre Inc.)  
( Corporate Seal )

The Realty Centre, Incorporated

by Louis J. Myers, President

Leons Schiff (Seal)

Fannie Schiff (Seal)

Mrs. N. Doyle (Seal)

STATE OF MARYLAND, CITY OF BALTIMORE, SS

I HEREBY CERTIFY, That on this 16th day of February, 1925 before me the subscriber a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid personally appeared Joseph A. Gunther and Regina E. Gunther, his wife, Joseph Block and Esther Block, his wife, R. N. Sheckels and Ellen J. Sheckels, his wife, Mary E. Dowd, Agnes R. Dowd, Katherine Dowd, Loretta Dowd, Hugo Weber and Philippine Weber, his wife, Thomas Harkness, Louis Freedman, John F. Duggan, James P. Duggan, Marie G. Duggan, George H. Mueller and Ethel P. Mueller, his wife, Anthony F. Scholholt and Catherine M. Scholholt, his wife, Albert R. Conrad and Mary Conrad, his wife, George Heiderman and Katherine Heiderman, his wife, Lena Grossman and I. Grossman, Leon Schiff and Fannie Schiff, his wife, Nora Doyle, My W. Leary and M. Y. Leary, his wife, Carl Kretzler and Mary E. Kretzler, his wife and Mary J. Worthington and they acknowledged the said Indenture or Agreement to be their act and deed.

As Witness my hand and Notarial Seal.

Notarial Seal.

Elizabeth Young  
Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, SS

I HEREBY CERTIFY, That on this 17th day of February, 1925 before me the subscriber A Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid personally appeared Josephine D. Cassell, Rose Kolodner, W. Martin Timanus and Clara E. Timanus, his wife, and Anne<sup>C</sup>/Jeffers and they acknowledged the said Indenture or Agreement to be their act and deed.

As Witness my hand and Notarial Seal.

Notarial Seal.

Elizabeth Young  
Notary Public.

STATE OF MARYLAND, CITY OF BALTIMORE, SS

I HEREBY CERTIFY, That on this 21st day of February, 1925 before

me the subscriber a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid personally appeared Walter J. Mylander individually and Walter C. Mylander, Attorney for Dora Mylander, Florence Mylander, Katie Mylander, August C. Mylander, William F. Mylander and Millard C. Mylander and Anna Faust and he acknowledged said Indenture or Agreement to be his act and deed and he also acknowledged said Indenture or Agreement to be the act and deed of Dora Mylander, Florence Mylander, Katie Mylander, August C. Mylander, William F. Mylander and Millard C. Mylander and Anna Faust.

As Witness my hand and Notarial Seal.

Notarial Seal.

Elizabeth Young  
Notary Public.

STATE OF MARYLAND, CITY OF BALTIMORE, SS

I HEREBY CERTIFY, That on this 23rd day of February, 1925 before me the subscriber a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid personally appeared S. H. Freeburger and Mary L. Freeburger, Elizabeth R. Freeburger, Herbert H. Freeburger, Clinton J. Freeburger and Marie F. Buckley and they acknowledged said Indenture or Agreement to be their Act and deed.

As Witness My hand and Notarial Seal.

Notarial Seal.

Elizabeth Young  
Notary Public.

STATE OF MARYLAND, CITY OF BALTIMORE, SS

I HEREBY CERTIFY, That on this 25th day of February, 1925 before me the subscriber a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid personally appeared George D. Ahrling and Emma F. Ahrling, his wife, and they acknowledged the said Indenture or Agreement to be their act and deed.

As Witness my hand and Notarial Seal.

Notarial Seal.

Elizabeth Young  
Notary Public



STATE OF MARYLAND, CITY OF BALTIMORE, SS

I HEREBY CERTIFY , That on this 25th day of February, 1925 before me the subscriber a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid personally appeared Louis J. Myers President of the Realty Centre, Incorporated and he acknowledged said Indenture or Agreement to be the act of said body corporate.

As Witness my hand and Notarial Seal.

Notarial Seal.

Elizabeth Young  
Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, SS

I HEREBY CERTIFY, That on this 18 th day of February, 1925 before me the subscriber a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid personally appeared Henry B. Young, President of the Concordia Evangelical Lutheran Church and he acknowledged said Indenture or Agreement to be the Act of said body corporate.

As Witness my hand and Notarial Seal.

Notarial Seal.

Elizabeth Young  
Notary Public

Rec'd for Record-recorded & Exd March 24th 1925 at 2.45 O'Clk P.M.

Stephen C. Little, Clerk

I hereby certify that the foregoing is a true copy taken from Liber S.C.L.No.4358, folio 147 &c. one of the Land Records of Baltimore City.

In Testimony whereof I hereto set my hand and affix the seal of the Superior Court of Baltimore City on this the 7th day of January A.D. 1929

*Stephen C. Little*

Clerk of the Superior Court  
of Baltimore City

AGREEMENT

104

Leon Schiff et al  
and  
Nora Doye

2  
127-140

No 16532a

RECEIVED FOR RECORD  
MAR 24 1925 AT 12:45 O'CLOCK,  
M. SAME DAY RECORDED IN LIBER  
S. C. L. No. 4358 FOLIO 147, &c  
OF THE Land RECORDS OF  
BALTIMORE CITY AND EXAMINED.  
PER: Stephen C. Little CLERK

62- ykw 42 Indices  
3450

THIS INDENTURE, Made this 16th day of February  
in the year Nineteen hundred and twenty-five, by and between the parties hereinafter mentioned as seized and possessed of the properties hereinafter referred to or some interest or estate therein.

WHEREAS, the said parties hereto are seized and possessed of the following properties in the City of Baltimore, or some interest therein:-

LEON SCHIFF and FANNIE SCHIFF, his wife, of the property now known as No. 1100 West Franklin Street:

NORA DOYLE of the property now known as No. 1102 West Franklin Street:

CONCORDIA EVANGELICAL LUTHERAN CHURCH of the properties now known as Nos. 1104, 1106, 1108, 1110 and 1112 West Franklin Street:

REALTY CENTRE, INC., of the property now known as No. 1114 West Franklin Street:

M. W. LEARY and M. Y. LEARY, his wife, of the property now known as No. 1116 West Franklin Street:

CARL KRETZLER and MARY E. KRETZLER, his wife, of the property now known as No. 1118 West Franklin Street:

X MARY J. WORTHINGTON of the property now known as No. 1120 West Franklin Street:

S. H. FREEBURGER, MARY L. FREEBURGER, ELIZABETH R. FREEBURGER, HERBERT H. FREEBURGER, CLINTON J. FREEBURGER and MARIE F. BUCKLEY of the properties now known as Nos. 1122, 1135 and 1137 West Franklin Street:

WALTER C. MYLANDER, WILLIAM F. MYLANDER, AUGUST C. MYLANDER, KATE E. MYLANDER, FLORENCE MYLANDER, MILLARD C. MYLANDER, and ANNA FAUST of the properties now known as Nos. 1124, 1126, 1128 and 1130 West Franklin Street:

JOSEPH A. GUNTHER and REGINA E. GUNTHER, his wife, of the property now known as No. 1101 West Franklin Street:

GEORGE D. AHRLING and EMMA F. AHRLING, his wife, of the property now known as No. 1103 West Franklin Street:

JOSEPH BLOCK and ESTHER BLOCK, his wife, of the property now known as No. 1105 West Franklin Street:

R. N. SHECKELS and ELLEN J. SHECKELS, his wife, of the properties now known as Nos. 1107 and 1129 West Franklin Street:

MARY E. DOWD, AGNES R. DOWD, KATHERINE DOWD and LORETTA DOWD of the property now known as No. 1109 West Franklin Street:

HUGO WEBER and PHILIPPINE WEBER, his wife, of the property now known as No. 1111 West Franklin Street:

THOMAS HARKNESS of the property now known as No.1117 West Franklin Street:

LOUIS FREEDMAN, of the property now known as No.1119 West Franklin Street:

JOHN F. DUGGAN, JAMES P. DUGGAN, MARIE G. DUGGAN of the properties now known as No. 1121 West Franklin Street:

JOSEPHINE D.CASSELL,of the property now known as No. 1123 West Franklin Street:

GEORGE H.MUELLER and ETHEL P.MUELLER,his wife, of the property now known as No.1125 West Franklin Street:

ANTHONY F. SCHOLHOLT and CATHARINE M. SCHOLHOLT, his wife, of the property now known as No.1127 West Franklin Street:

ROSE KOLODNER, of the property now known as No.1131 West Franklin Street:

ALBERT R. CONRAD and MARY CONRAD, his wife, of the property now known as No. 1133 West Franklin Street:

W.MARTIN TIMANUS and CLARA E.TIMANUS,his wife,of the property now known as No.1139 West Franklin Street:

GEORGE HEIDERMAN and KATHERINE HEIDERMAN of the property now known as No. 1141 West Franklin Street:

ANNE C.JEFFERS,of the property now known as No.1143 West Franklin Street:

LENA GROSSMAN and L.GROSSMAN of the property now known as No.1145 West Franklin Street.

NOW, THEREFORE, each and all of said parties do, in consideration of the execution of these presents, and of the mutual covenants and agreements and stipulations herein contained, and divers other good and valuable considerations to them and each of them thereunto moving, receipt whereof by each and all of them is hereby acknowledged, hereby jointly and severally, for themselves and each of themselves, their and each of their heirs, personal representatives, successors and assigns, grant, warrant, covenant, promise and agree amongst themselves, and each and all of them with all and each of the others, their and each of their heirs, personal representatives, successors and assigns, that they and each of them, their and each of their heirs, personal representatives successors and assigns, shall and will have, hold, stand seized and possessed of said respective properties, interests and estates subject to the following restrictions, limitations, conditions, covenants and agreements, stipulations and provisions, to wit:

That neither of the said respective properties, nor any of them nor any

part of them, shall be at any time occupied or used by any negro or negroes or person or persons either in whole or in part of negro or African descent, except only that negroes, or persons of negro or African descent, either in whole or in part, may be employed as servants by any of the owners or occupants of said respective properties and as and whilst so employed may reside on the premises occupied by their respective employers.

That a majority of the parties to this agreement may, by an instrument in writing duly executed, acknowledged and recorded according to law, at any time after the execution of this agreement remove the entire property affected by this agreement from the operation and effect of this agreement.

That no sale, lease or disposition or transfer thereof shall be made to operate otherwise than subject to the aforesaid restriction, as to and upon use and occupancy; that neither the said parties, nor any of them, their, or any of the heirs, personal representatives, successors or assigns, will do or suffer or permit to be done any of the matters or things above mentioned, excepting only as aforesaid, and that all and singular the restrictions, limitations, conditions, covenants, agreements stipulations, provisions, matters and things whatsoever herein contained or mentioned shall run with and bind the land for a period of ten years from July 1, 1924 and no longer, and shall, for said period of ten years, bind each and all of the above mentioned property and properties and every part thereof, and the heirs, personal representatives, successors and assigns of each and all of the parties hereto, and shall be kept and performed by and inure to the benefit of and be enforceable by all and every persons and person, body and bodies politic or corporation at any time owning or occupying said land, property, premises, interest or estate, or any part of them, or any of them, but no owner or occupant shall be responsible, except for his or her or its acts or defaults while owner or occupant.

IT IS UNDERSTOOD and AGREED between all the parties hereto that neither this agreement nor any part thereof shall have any binding force or effect on any property except that which is located in the Eleven hundred block of West Franklin Street, on both sides of said street.

If at any time a Court of last resort should declare this agreement null and void, all parties to this agreement are released from any further obligation hereunder.

This agreement may be executed in several parts of like purport, except for the properties described and the parties, and all the parts, although separately executed, shall be deemed and taken together as constituting one original agreement, and shall be in no wise binding or of any effect unless or until it shall have been executed in respect to properties, (exclusive of property No.501 N.Carrollton Avenue, which binds on the North side of Franklin Street,) fronting or otherwise binding on seventy-five percentum of the front feet on both sides of the following Street:- the Eleven hundred block of West Franklin Street.

WITNESS the hands and seals of the parties hereto.

Test as to all

Elizabeth Young,

Ja Gunther (SEAL)

Regina E. Gunther (SEAL)

Geo D Ahrling (SEAL)

Emma F. Ahrling (SEAL)

Joseph Block (SEAL)

Esther Block (SEAL)

R N. Shuckells (SEAL)

Ellen J. Shuckells (SEAL)

(SEAL)

Mary E Dond (seal)

Agnes R Dond (SEAL)

Ruthie Dond

Loetta Dond (SEAL)

Hugo Haber (SEAL)

Philippine

Meier (SEAL)

~~(SEAL)~~

~~(SEAL)~~

~~(SEAL)~~

~~(SEAL)~~

~~(SEAL)~~

Thomas Harkness (SEAL)

Louis Friedman - (SEAL)

(SEAL)

John J Duggan (SEAL)

James P. Duggan (SEAL)

Marie G. Duggan (SEAL)

Josephine S. Cassell (SEAL)

Geo. H. Mueller (SEAL)

Mrs. Ethel P. Mueller (SEAL)

~~(SEAL)~~



Anthony J. Scholholz (SEAL)

Catherine M. Scholholz (SEAL)

~~R. V. Strickells~~ (SEAL)

~~Ellen G. Strickells~~ (SEAL)

Reu Kolodme (SEAL)

~~\_\_\_\_\_ (SEAL)~~

Albert R. Conrad (SEAL)

May Conrad (SEAL)

S. H. Freiburg (SEAL)

~~S. H. Freiburg~~ (SEAL)

~~1132, 1135, 1137, Franklin St~~ (SEAL)

Mr. Martin Timanus (SEAL)

Clara E. Timanus (SEAL)

Georgea Halderman (SEAL)

Katherine Heidern (SEAL)

~~Thomas G. Jeffers~~ (SEAL)

~~\_\_\_\_\_ (SEAL)~~

Lena Grossman (SEAL)

L. Grossman (SEAL)

Mary L. Freburger..... (SEAL)

Elizabeth R. Freburger..... (SEAL)

Harriet H. Freburger..... (SEAL)

Clinton J. Freburger..... (SEAL)

Marie F. Buckley..... (SEAL)

Realty  
Center Inc.  
Corporate  
Seal

The Realty Center Inc. (SEAL)

By Lewis J. Myers Pres (SEAL)

..... (SEAL)

..... (SEAL)

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Leon Schiff (SEAL)

Fannie Schiff (SEAL)

Mrs. Dr. Doyle (SEAL)

Milton C. Storm (SEAL) 104

Concordia Ev. Luth Church (SEAL)

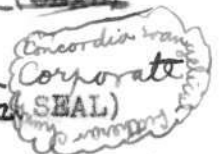
~~and~~ (SEAL)

By Milton C. Storm Sec. (SEAL)

and

Rev. Henry B. Young pastor (SEAL)

and President



(SEAL)

M. W. Leary (SEAL)

Mrs. M. W. Leary (SEAL)

Carl Prezler (SEAL)

Mary E. Prezler (SEAL)

Mary J. Worthington (SEAL) (Seal)

Walter E. Mylender (SEAL)

Walter E. Mylender (SEAL)  
Individually and as attorney for

Florence Mylender (SEAL)

Kate E. Mylender (SEAL)

Anna Faust (SEAL)

August E. Mylender (SEAL)

Mrs. F. Mylender (SEAL)

Walter E. Mylender (SEAL)


STATE OF MARYLAND:

CITY OF BALTIMORE:

ss:-

I HEREBY CERTIFY, that on this 16th day of February, 1925, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared, Joseph A. Gunther and Regina E. Gunther, his wife; Joseph Block and Esther Block, his wife; R.N. Sheckels and Ellen J. Sheckels his wife; Mary E. Dowd, Agnes R. Dowd, Katherine Dowd, Loretta Dowd; Hugo Weber and Philippine Weber, his wife; Thomas Harkness; Louis Freedman; John F. Duggan, James P. Duggan, Marie G. Duggan; George H. Mueller and Ethel P. Mueller, his wife; Anthony F. Scholholt and Catharine M. Scholholt, his wife; Albert R. Conrad and Mary Conrad, his wife; George Heiderman and Katherine Heiderman, his wife; Lena Grossman and L. Grossman; Leon Schiff and Fannie Schiff, his wife; Nora Doyle; M.W. Leary and M.Y. Leary, his wife; Carl Kretzler and Mary E. Kretzler, his wife; and Mary J. Worthington, and they acknowledged the said Indenture or Agreement to be their act and deed.

AS WITNESS my hand and Notarial Seal.

  
Notary Public



STATE OF MARYLAND:

CITY OF BALTIMORE:

ss:-

I HEREBY CERTIFY, that on this 17th day of February, 1925, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally ap-

peared Josephine D. Cassell; Rose Kolodner; W.Martin Timanus and Clara E. Timanus, his wife; and Anne C. Jeffers, and they acknowledged the said Indenture or Agreement to be their act and deed.

AS WITNESS my hand and Notarial Seal.

  
Notary Public

STATE OF MARYLAND:

CITY OF BALTIMORE:        ss:-

I HEREBY CERTIFY, that on this 21st day of February, 1925, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter C. Mylander, individually, and Walter C. Mylander, Attorney for Dora Mylander, Florence Mylander, Katie Mylander, August C. Mylander, William F. Mylander and Millard C. Mylander, and Anna Faust, and he acknowledged said Indenture or Agreement to be his act and deed, and he also acknowledged said Indenture or Agreement to be the act and deed of Dora Mylander, Florence Mylander, Katie Mylander, August C. Mylander, William F. Mylander, Millard C. Mylander, and Anna Faust.

AS WITNESS my hand and Notarial Seal.

  
Notary Public


STATE OF MARYLAND:

ss:-

CITY OF BALTIMORE:

I HEREBY CERTIFY, that on this 23rd day of February, 1925, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared S.H. Freeburger and Mary L. Freeburger, Elizabeth R. Freeburger, Herbert H. Freeburger, Clinton J. Freeburger, and Marie F. Buckley, and they acknowledged said Indenture or Agreement to be their act and deed.

AS WITNESS my hand and Notarial Seal.

  
Notary Public


STATE OF MARYLAND:

ss:-

CITY OF BALTIMORE:

I HEREBY CERTIFY, that on this 25th day of February, 1925, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared George D. Ahrling and Emma F. Ahrling, his wife, and they acknowledged the said Indenture or Agreement to be their act and deed.

AS WITNESS my hand and Notarial Seal.

  
Notary Public


STATE OF MARYLAND:

SS:-

CITY OF BALTIMORE:

I HEREBY CERTIFY, that on this 25th day of February, 1925, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Louis J. Myers, President of the Realty Centre, Incorporated, and he acknowledged said Indenture or Agreement to be the act of said body corporate.

AS WITNESS my hand and Notarial Seal.

  
*Elizabeth Young*  
Notary Public


STATE OF MARYLAND:

SS:-

CITY OF BALTIMORE:

I HEREBY CERTIFY, that on this 18th day of February, 1925, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Henry B. Young, President of the Concordia Evangelical Lutheran Church, and he acknowledged said Indenture or Agreement to be the act of said body corporate.

AS WITNESS my hand and Notarial Seal.

  
*Elizabeth Young*  
Notary Public

IN THE CIRCUIT COURT NO. 2

OF 380 <sup>51</sup> 1929

BALTIMORE CITY

ALL SAINTS EVANGELICAL  
LUTHERAN CHURCH

VS.

GEORGE A. AHRLING, et al

No 16532 A

Mr. Clerk:

7

Please file.

*J. Stewart Davis*

ATTORNEY FOR RESPONDENT,  
FREDERICK SCOTT.

DAVIS & EVANS  
ATTORNEYS AT LAW

*Ed February 1929*



VS.

of

GEORGE D. AHRLING, et al

:

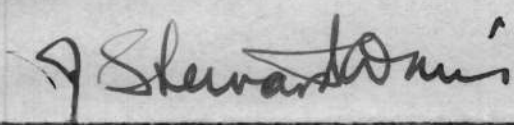
BALTIMORE CITY

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TO THE HONORABLE, THE JUDGE OF SAID COURT:

Frederick Scott, one of the respondents in the above case exhibited says for a special plea:

That on or about the            day of            1926, Mary E. Dowd, Agnes R. Dowd, Katherine Dowd, Loretta Dowd and The Lafayette Square Protective Association, a corporation ( of which latter corporation the complainant corporation was a member) received from this Honorable Court a preliminary injunction restraining the said Frederick Scott from living in premises 1107 Franklin Street or permitting persons of African descent from living in said premises, said 1107 Franklin St. having been sold to the respondent by one Ellen J. Skekels, which Ellen Skekels was a member of the aforementioned Lafayette Square Protective Association; that the said preliminary injunction was never dissolved; that the respondent demurred to said preliminary injunction which demurrer has never been heard. That said aforementioned suit of Mary E. Dowd et al Vs. Frederick Scott et al is still pending in this Honorable Court.

  
\_\_\_\_\_  
ATTORNEY FOR RESPONDENT, FREDERICK  
SCOTT

In the Circuit Court No. 2  
of 389 <sup>52</sup>/<sub>1929</sub>  
Baltimore City

-----  
All Saints Evangelical Lutheran  
Church of Baltimore City

vs.

George D. Ahrling, et. al.

-----  
A N S W E R

Mr. Clerk:

Please file, etc.

*Issued Purs.*

Atty. for The Loyal Bldg.  
and Savings Assoc. No. 2,  
Inc., of Baltimore City,  
one of the Defendants.

*No 16532 A*

*11*

*fd 23 February 1929*

38 A <sup>51</sup>/<sub>1929</sub>

All Saints Evangelical	:	In the Circuit Court
Luthern Church of	:	
Baltimore City,	:	No. 2
vs.	:	of
George D. Ahrling, et.al.	:	Baltimore City.

— \* —

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of The Loyal Building and Savings Association No. 2, Incorporated, of Baltimore City, incorrectly named as the Loyal Building Association in these proceedings, to the Bill of Complaint of All Saints Evangelical Luthern Church of Baltimore City, against it and others in this Court exhibited.

This Defendant neither admits nor denies the matters and facts set forth in said Bill of Complaint, with the exception, however, that it does admit that it at one time was the holder of a mortgage on property No. 1120 W. Franklin Street, from one Joseph F. Gerlach, which mortgage has been fully paid off by the said Joseph F. Gerlach, and a release executed and recorded among the Land Records of Baltimore City; that it has no interest in the subject matter of said Bill of Complaint; and it prays hence to be dismissed with its costs.

And as in duty bound, etc.

*Isaac T. Purpoff*  
 Solicitor for The Loyal Building  
 and Savings Association No. 2,  
 Incorporated, of Baltimore City.

51  
1929 A 38

IN THE CIRCUIT COURT NO. 2  
OF BALTIMORE CITY.

All Saints Evangelical  
Lutheran Church,

vs.

George D. Ahrling et al.

A N S W E R

Mr. Clerk:-

Please file, etc.

*W. J. Crothers*  
Solicitor for Rose Kolodner  
Grossman.

*12*  
No 16532 A

YOUNG, CROTHERS & SETTLE  
ATTORNEYS AT LAW  
923-928 EQUITABLE BUILDING  
BALTIMORE

FILED

*25 February 1929*

ALL SAINTS EVANGELICAL  
LUTHERAN CHURCH,

vs.

GEORGE D. AHRLING et al.

\*  
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\*

IN THE CIRCUIT COURT NO.2  
OF BALTIMORE CITY.

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

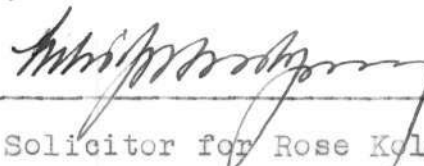
The answer of Rose Kolodner Grossman to the bill of complaint herein exhibited against her and others, respectfully shows:-

FIRST: That having no knowledge of the matters and facts set forth in the first, second, third and fourth paragraphs of said bill she neither admits nor denies the same, except that she admits that this respondent is the owner of the leasehold interest in the lot known as 1145 West Franklin Street.

SECOND: That she admits the facts alleged in the fifth paragraph of said bill of complaint.

And having fully answered said bill of complaint as she is advised is necessary, she prays that she may be hence dismissed with her reasonable costs.

And as in duty bound, etc.

  
\_\_\_\_\_  
Solicitor for Rose Kolodner Grossman

IN THE *38A<sup>52</sup>*  
CIRCUIT COURT NO. 2 of *1939*  
BALTIMORE CITY

ALL SAINTS EVANGELICAL  
LUTHERAN CHURCH OF BALTI-  
MORE CITY, a body corporate  
Complainant

VS

GEORGE D. AHRLING, et al  
Defendants

ANSWER OF JOSEPHINE F.  
FRISKY AND CATHERINE D.  
PLITT, defendants

*No 16532 A*  
Mr. Clerk:- *73*  
Please ~~file~~ file, &c.

*Wm. Mylander*

*Attn. Patz*  
Solrs. For named Defs.

*25<sup>th</sup>* Due service admitted this  
day of February, 1929.

*Henry [unclear]*  
Solr. For Complainant

MYLANDER & PATZ  
ATTORNEY AT LAW  
410-416 MORRIS BUILDING  
BALTIMORE.

FILED *25 February 1929*

ALL SAINTS EVANGELICAL LUTHERAN CHURCH  
OF BALTIMORE CITY, a body corporate,  
Complainant

VS

GEORGE D. ARLING, et al,  
and  
JOSEPHINE F. FRISKY and  
CATHERINE D. PLITT,  
Defendants

IN THE  
CIRCUIT COURT NO. 2

BALTIMORE CITY

ANSWER

TO THE HONORABLE, ELI FRANK, THE JUDGE OF THE SAID COURT:-

Your respondents, Josephine F. Frisky and Catherine D. Plitt, two of  
of the above named defendants, answering the Bill of Complaint herein  
against them and others exhibited, in the above entitled cause, the  
whole thereof, and each and every paragraph thereof, respectfully show:-

FIRST:- That answering the whole of said Bill of Complaint, and each  
and every paragraph thereof, your respondents aver that they  
together with their brother, John S. Cassell, are the only  
heirs and next of kin of their deceased Mother, Josephine D.  
Cassell, widow, who during her lifetime, and at the date of  
her death, owned and possessed the property mentioned in said  
Bill of Complaint, and known as No. 1125 West Franklin Street,  
in the City of Baltimore, Maryland, subject to an annual ground  
rent of \$48.00; that after the death of their Mother, letters  
of administration were granted ~~to John S. Cassell~~ to John D. Cassell,  
as administrator of the estate of said decedent, and in due course  
after notice, and compliance with all prerequisites, the admin-  
istrator conveyed said property, subject to said rent, unto  
your respondents, jointly with their brother, aforementioned. That  
thereafter, your respondents have continuously owned and posses-  
sed the same, and are at this time, the owners thereof, together  
with their aforementioned brother. That they have no personal  
knowledge of the material allegations set out in said Bill of  
Complaint, with relation to the execution of said agreement,  
therein referred to and mentioned, and in accordance with the  
revised general Equity Rules, they deny the same.

SECOND:- That they admit all allegations therein set forth, (in said  
Bill of Complaint herein filed) relating to changed neighbor-  
hood, within the area, territory and scope of said restrictive  
agreement.

THIRD:- That your respondents are advised and therefor aver, that it  
would be inequitable to cancel said agreement as to the said  
Complainant, without cancelling same as to all parties, in-  
cluding your respondents, which your respondents believe should  
be done.

Wherefore having fully answered answered said Bill of Complaint, they  
pray that the whole agreement, referred to in the Bill of Complaint,  
be cancelled in its entirety, as to all parties, at the cost and charge  
of the complainant.

And as, &c.,

Wm. C. Mylan

Nathan Pab  
Solicitors for named respondents

Josephine F. Friskey

Catherine S. Plitt  
Respondents named.



IN THE *380* *52*  
CIRCUIT COURT NO. *1929* 2 of

BALTIMORE CITY

ALL SAINTS EVNAGELICAL  
LUTHERAN CHURCH OF BALTIMORE  
CITY, a body corporate  
Complainant

VS

GEORGE D. AHRLING et al  
Defendant

ANSWER OF WALTER C., WILLIAM B.  
AUGUST C., KATE E., FLORENCE,  
Mylander and ANNA FAUST  
~~xxxxxx~~

Six of the defendants

*No 16532 A*  
Mr. Clerk: *-14*

Please file, &c.,

*Walter Mylander*

*Walter Patz*

Solicitors for Defendants  
Due service of copy of within  
Answer, admitted this 25th  
day of February, 1929.

Solicitor for Complainant.

MYLANDER & PATZ  
ATTORNEY AT LAW  
410-416 MORRIS BUILDING  
BALTIMORE.

FILED

*25 February 1929*

ALL SAINTS EVANGELICAL LUTHERAN CHURCH  
OF BALTIMORE CITY, a body corporate,  
Complainant

\*

IN THE

VS

CIRCUIT COURT NO. 2 OF

GEORGE D. AHRLING, et al, and  
WALTER C. MYLANDER,  
WILLIAM F. MYLANDER,  
AUGUST C. MYLANDER,  
KATE E. MYLANDER,  
FLORENCE MYLANDER, and  
ANNA FAUST,

\*

BALTIMORE CITY

\*

\*

Defendants

\*

-----  
A N S W E R  
-----

TO THE HONORABLE, ELI FRANK, THE JUDGE OF THE SAID COURT:-

Your respondents, Walter C. Mylander, William F. Mylander, August C. Mylander, Kate E. Mylander, Florence Mylander and Anna Faust, six of the above named defendants, answering the Bill of Complaint in this cause, exhibited against them and others, the whole thereof, and each and every paragraph thereof, respectfully show unto this Court:-

1. That answering the said Bill of Complaint, the whole thereof, and each and every paragraph thereof, your respondents aver that they, together with their sister, Dora Mylander, are the owners of properties, mentioned in said Bill of Complaint, and known as Nos. 1124-1126, ~~xxx~~ 1128 and 1130 West Franklin Street, in the City of Baltimore, Maryland, which said properties are possessed by them. That they have no personal knowledge of the other allegations of alleged matter and fact set forth in said Bill of Complaint, material to the determination of the matter presented to this Court therein, and do therefore, in accordance with the revised General Equity Rules deny the same, except as hereinafter specifically admitted.
2. That they admit all allegations therein set forth (in said Bill of Complaint) relating to changed neighborhood, within the area, territory and scope of said alleged restrictive agreement, therein mentioned.
3. That your respondents are advised and therefore aver, that it would be inequitable to cancel said agreement as to said Complainant, without cancelling same as to your respondents, and as to all parties named herein, which your respondents believe should be done.

Wherefore having fully answered said Bill of Complaint, they pray that the whole agreement, referred to in said Bill of Complaint, be cancelled in its entirety, as to all parties, at the cost and charge of the Complainant.

And as, &c.,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Named Defendants

Merrill W. Under

Walter P. [unclear]  
Solicitors for named  
Defendants

52

389 1929

IN THE

CIRCUIT COURT NO. 2 OF

BALTIMORE CITY

ALL SAINTS EVANGELICAL  
LUTHERAN CHURCH, &c.,  
Complt.

VS

GEORGE D. AARLING, et al

Def't

ANSWER OF JOHN S. CASSELL

ONE OF THE DEFENDANT

Mr. Clerk:-

Please file, &c.,

*Mylander Mylander*

*Nathan Patz*

Solicitors for Respondent named &  
Due service admitted this 25  
day of February, 1929.

~~Solicitor for Complainant~~

*No 165329*  
*15*

MYLANDER & PATZ

ATTORNEY AT LAW

410-416 MORRIS BUILDING

BALTIMORE.

FILED

*25 February 1929*

LUTHERAN  
ALL SAINTS EVANGELICAL CHURCH OF  
BALTIMORE CITY, a body corporate,  
Complainant

IN THE  
CIRCUIT COURT NO. 2 of

VS.

BALTIMORE CITY

GEORGE D. AHRLING, et al, and  
JOHN S. CASSELL  
Defendants

-----  
A N S W E R  
-----

TO THE HONORABLE, ELI FRANK, THE JUDGE OF THE SAID COURT:-

Your respondent, John S. Cassell, one of the defendants in the above entitled cause, answering the Bill of Complaint herein against him and others exhibited, and each and every paragraph thereof, respectfully shows unto this Court:-

FIRST:- That answering the whole of said Bill of Complaint and each and every paragraph thereof, your respondent, avers that ~~they~~ ~~ix~~ and ~~with~~ his sisters, Josephine F. Frisky and Catherine D. Plitt, are the only heirs at law, and next of kin of their deceased Mother, Josephine D. Cassell, widow, who during her lifetime, and at the date of her death, owned and possessed the property mentioned in said Bill of Complaint, and known as No. 1123 West Franklin Street, in the City of Baltimore, Maryland, subject to an annual ground rent of \$48.00; that after the death of their mother, letters of administration on her estate, were granted to your respondent, and in due course, after notice and compliance with all prerequisites, your respondent, as such administrator, upon ORDER of Court, conveyed said property, subject to said rent, unto your respondent, and his sisters, aforementioned. That thereafter, your respondent, together with his sisters has continuously owned and possessed their aforementioned property, and together with his said sisters, is at the present time, the owner thereof. That he has no personal knowledge of the material allegations set out in said Bill of Complaint, with relation to the execution of said agreement, therein referred to, and therefor, in accordance with the revised general Equity Rules deny the same.

SECOND:- That he admits all allegations therein set forth, (in said Bill of Complaint herein filed,) relating to changed neighborhood, within the area, territory and scope of said restrictive agreement.

THIRD:- That your respondent is advised and therefor avers, that ~~ix~~ it would be inequitable to cancel said agreement as to said Complainant, without cancelling same as to all parties, including your respondent, which your respondent believes should be done.

Wherefore having fully answered said Bill of Complaint, he prays that the whole agreement, referred to and mentioned in said Bill of Complaint, be cancelled in its entirety, as to all parties, at the cost and charge of the complainant.

And as, &c.,

*John S. Cassell*  
Respondent named.

*Wm. B. Myer*  
*Nathan Katz*  
Solicitors for named respondent

IN THE  
CIRCUIT COURT #2  
OF BALTIMORE CITY

52  
380 1929  
ALL SAINT'S EVANGELICAL  
LUTHERAN CHURCH OF  
BALTIMORE CITY, a body  
corporate.

VS.

L. GROSSMAN and LENA  
GROSSMAN, his wife,  
ET AL

ANSWER

Mr. Clerk:-

Please file, etc.

No 16532 A

16

*J. J. Carmody*  
*Att'y for Respondent*

Service admitted this 26<sup>th</sup>  
day of February, 1929.

*Henry Vogel*  
*Attorney for Complainant*

JAS. J. CARMODY  
ATTORNEY-AT-LAW  
541 EQUITABLE BUILDING  
BALTIMORE, MD.

*filed February 1929*

ALL SAINT'S EVANGELICAL LUTHERAN  
CHURCH OF BALTIMORE CITY, a body  
corporate.

VS.

L. GROSSMAN and LENA GROSSMAN,  
his wife, ET AL

IN THE  
CIRCUIT COURT #2  
OF  
BALTIMORE CITY

TO THE HONORABLE THE JUDGE OF SAID COURT:-

Your respondents, L. Grossman and Lena Grossman,  
his wife, by James Joseph Carmody, their attorney, for answer  
to the petition filed by the Plaintiff in the above case, say:-

First.

That your respondents have no knowledge of the  
matters stated in the first paragraph of the petition, but demand  
absolute proof of same.

Second.

That your respondents deny the allegations alleged  
in paragraph two of the petition, and say further that an agreement  
was entered into on behalf of the All Saint's Evangelical Lutheran  
Church of Baltimore City, a body corporate, with the various owners  
of the property mentioned in the second paragraph of the petition,  
and that the President and Secretary who signed the said agreement  
for and on behalf of the petitioner did so with full knowledge of  
their responsibility and the responsibility of your petitioner and  
that the said agreement was signed by them in good faith.

Third.

Answering the third paragraph of the said petition,  
your respondents deny the allegations set out in the petition and  
demand absolute proof of same, and say further that the Rev. Henry  
B. Young, Pastor and President of Concordia Evangelical Lutheran  
Congregation of Baltimore City, a body corporate, and Milton O. Storm,  
Secretary thereof, had full knowledge of the facts surrounding the  
signing of the agreement mentioned heretofore; that public meetings

were held in the church at which the congregation attended and also the Pastor and Secretary; that their action in signing said agreement was done after a free discussion of the circumstances surrounding the case; that the said agreement was binding upon the Concordia Evangelical Lutheran Congregation of Baltimore City, a body corporate, and its successor, the All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate.

Fourth.


Answering the fourth paragraph of the said petition, your respondents neither affirm nor deny the statements made therein, but demand absolute proof of same.

Fifth.

Answering the fifth paragraph of the said petition, your respondents say that they neither admit nor deny the allegations stated therein, but demand positive proof of same.

Having fully answered the said petition, your respondents pray to be hence dismissed with costs.

AND AS in duty bound, etc.

  
\_\_\_\_\_  
Attorney for Respondents

  
\_\_\_\_\_  
\_\_\_\_\_



STATE OF MARYLAND: BALTIMORE CITY: TO WIT:

I HEREBY CERTIFY, that on this ~~seven~~ <sup>four</sup> day of February, 1929, before me, the subscriber, a notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared L. Grossman, one of the respondents herein, and made oath in due form of law that the matters and facts set forth in the foregoing answer are true and bona fide to the best of his knowledge and belief.

AS WITNESS my hand and notarial seal.

Elizabeth Long  
Notary Public

IN THE  
CIRCUIT COURT #2  
OF BALTIMORE CITY

389529  
1929  
ALL SAINT'S EVANGELICAL  
LUTHERAN CHURCH OF  
BALTIMORE CITY, a body  
corporate.

VS.

AGNES R. DOWD  
MARY E. DOWD ET AL  
KATHERINE DOWD  
LORETTA DOWD

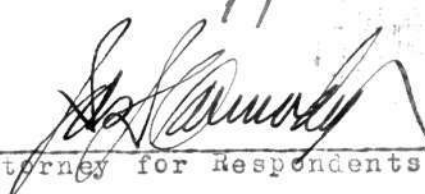
ANSWER

Mr. Clerk:-

Please file, etc.

76165329

17

  
Attorney for Respondents

Service of copy admitted  
this 26<sup>th</sup> day of February  
1929.

*Henry Root*  
attorney for complainant.

JAS. J. CARMODY  
ATTORNEY-AT-LAW  
541 EQUITABLE BUILDING  
BALTIMORE, MD.

*filed 27 February 1929*

ALL SAINT'S EVANGELICAL LUTHERAN  
CHURCH OF BALTIMORE CITY, a body  
corporate.

VS.

AGNES R. DOWD  
MARY E. DOWD  
KATHERINE DOWD  
LORETTA DOWD  
ET AL

IN THE  
CIRCUIT COURT #2  
OF  
BALTIMORE CITY

TO THE HONORABLE THE JUDGE OF SAID COURT:-

Your respondents, Agnes R. Dowd, Mary E. Dowd, Katherine Dowd and Loretta Dowd, by James Joseph Carmody, their attorney, for answer to the petition filed by the plaintiff in the above case, say:-

First.

That your respondents have no knowledge of the matters stated in the first paragraph of the petition, but demand absolute proof of same.

Second.

That your respondents deny the allegations alleged in paragraph two of the petition, and say further that an agreement was entered into on behalf of the All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate, with the various owners of the property mentioned in the second paragraph of the petition, and that the President and Secretary who signed the agreement for and on behalf of your petitioner did so with full knowledge of their responsibility and the responsibility of your petitioner and that the said agreement was signed by them in good faith.

Third.

Answering the third paragraph of the petition, your respondents deny the allegations set out in the said petition and demand absolute proof of same, and say further that the Rev. Henry B. Young, Pastor and President of Concordia Evangelical Lutheran Congregation of Baltimore City, a body corporate, and Milton O. Storm, Secretary thereof, had full knowledge of the facts surrounding the

of the agreement mentioned heretofore; that public meetings were held in the Church at which the congregation attended and also the Pastor and Secretary; that their action in signing said agreement was done after a free discussion of the circumstances surrounding the case; that the said agreement was binding upon the Concordia Evangelical Lutheran Congregation of Baltimore City, a body corporate, and its successor, the All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate.

Fourth.

Answering the fourth paragraph of the petition, your respondents neither affirm nor deny the allegations stated therein, but demand absolute proof of same.

Fifth.

Answering the fifth paragraph of the petition, your respondents say that they neither admit nor deny the statements made therein, but demand positive proof of same.

Having fully answered the said petition, your Respondents pray to be hence dismissed with costs.

AND AS in duty bound, etc.

  
Attorney for Respondents

Amy R. Dowd  
Mary E. Dowd  
Katherine Dowd  
Loetta G. Dowd

STATE OF MARYLAND: BALTIMORE CITY: TO WIT:

I HEREBY CERTIFY, that on this twentieth  
day of February, 1929, before me, the subscriber,  
a Notary Public of the State of Maryland, in and for the  
City of Baltimore, personally appeared Agnes R. Dowd,  
one of the respondents herein, and made oath in due form of  
law that the matters and facts set forth in the foregoing  
answer are true and bona fide to the best of his knowledge  
and belief.

AS WITNESS my hand and notarial seal.

Elizabeth Boring  
Notary Public

IN THE  
CIRCUIT COURT #2  
OF BALTIMORE CITY

52  
380/1929  
ALL SAINT'S EVANGELICAL  
LUTHERAN CHURCH OF  
BALTIMORE CITY, a body  
corpoate.

VS.

S. H. FREEBURGER, MARY L.  
FREEBURGER, ELIZABETH R.  
FREEBURGER, HERBERT H.  
FREEBURGER, CLINTON J.  
FREEBURGER and MARIE F.  
BUCKLEY, ET AL.

ANSWER

Mr. Clerk:-

Please file, etc.

H 16532 9

18

*Jas J. Carmody*

Attorney for Respondents

Service of copy admitted  
this 18 day of February  
1929.

*Kenny Root*  
Attorney for Complainant

JAS. J. CARMODY  
ATTORNEY-AT-LAW  
541 EQUITABLE BUILDING  
BALTIMORE, MD.

*Feb 27 February 1929*

ALL SAINT'S EVANGELICAL LUTHERAN  
CHURCH OF BALTIMORE CITY, a body  
corporate.

VS.

S. H. FREEBURGER, MARY L. FREEBURGER,  
ELIZABETH R. FREEBURGER, HERBERT H.  
FREEBURGER, CLINTON J. FREEBURGER,  
and MARIE F. BUCKLEY, ET AL.

:  
:  
IN THE  
CIRCUIT COURT #2  
OF  
BALTIMORE CITY  
:

TO THE HONORABLE THE JUDGE OF THE SAID COURT:-

Your respondents, S. H. Freeburger, Mary L. Freeburger, Elizabeth R. Freeburger, Herbert H. Freeburger, Clinton J. Freeburger, and Marie F. Buckley, by James J. Carmody, their attorney, for answer to the petition filed by the Plaintiff in the above case, say:-

First.

That your respondents have no knowledge of the matters stated in the first paragraph of the petition, but demand absolute proof of same.

Second.

That your respondents deny the allegations alleged in paragraph two of the petition, and say further that an agreement was entered into on behalf of All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate, with the various owners of the property mentioned in the said petition, and that the President and Secretary who signed the said agreement for and on behalf of your petitioner did so with full knowledge of their responsibility and the responsibility of your petitioner and that said agreement was signed by them in good faith.

Third.

Answering the third paragraph of the said petition, your respondents say that they deny the allegations set out in the petition, and say further that the Rev. Henry B. Young, Pastor and President of Concordia Evangelical Lutheran Congregation of Baltimore City, a body corporate, and Milton O. Storm, Secretary thereof, had

full knowledge of the facts surrounding the signing of the said agreement mentioned heretofore; that public meetings were held in the church at which the congregation attended and also the Pastor and Secretary; that their action in signing said agreement was done after a free discussion of the circumstances surrounding the case; that the said agreement was binding upon Concordia Evangelical Lutheran Congregation of Baltimore City, a body corporate, and its successor, the All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate.

Fourth.


Answering the fourth paragraph of the petition, your respondents neither admit nor deny the statements made therein, but demand absolute proof of same.

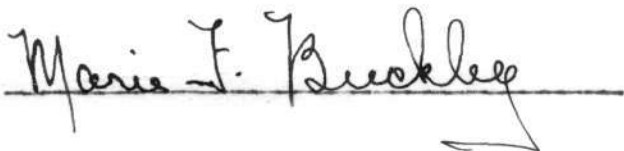
Fifth.

Answering the Fifth paragraph of the petition, your respondents say that they neither affirm nor deny the allegations stated therein, but demand positive proof of same.

Having fully answered the said petition, your respondents pray to be hence dismissed with costs.

AND AS in duty bound, etc.

  
Attorney for Respondents

  
Marie F. Buckley



STATE OF MARYLAND: BALTIMORE CITY: TO WIT:

I HEREBY CERTIFY, that on this Twenty fifth  
day of February, 1929, before me, the subscriber,  
a Notary Public of the State of Maryland, in and for the City of  
Baltimore, aforesaid, personally appeared Marie F. Buckley,  
one of the respondents herein, and made oath in due form of  
law that the matters and facts set forth in the foregoing  
answer are true and bona fide to the best of his knowledge and  
belief.

AS WITNESS my hand and notarial seal.

Elizabeth Young.  
Notary Public

IN THE  
CIRCUIT COURT #2  
OF BALTIMORE CITY

52  
3807929  
ALL SAINT'S EVANGELICAL  
LUTHERAN CHURCH OF BALTIMORE  
CITY, a body corporate.

VS.

NORA DOYLE  
ET AL

-ANSWER-

Mr. Clerk:-

Please file, etc.

No 16532 A

19  
*J. Carmody*  
Attorney for Respondent

Service of copy admitted  
this 26<sup>th</sup> day of February  
1929.

*Henry Boat*  
*Attorney for Complainant*  
JAS. J. CARMODY  
ATTORNEY-AT-LAW  
541 EQUITABLE BUILDING  
BALTIMORE, MD.

*Feb 27 February 1929*

ALL SAINT'S EVANGELICAL LUTHERAN  
CHURCH OF BALTIMORE CITY, a body  
corporate.

VS.

NORA DOYLE  
ET AL

IN THE

CIRCUIT COURT #2

OF

BALTIMORE CITY

TO THE HONORABLE THE JUDGE OF SAID COURT:-

Your respondent, Nora Doyle, by James Joseph Carmody, her attorney, for answer to the petition filed by the Plaintiff in the above case, says:-

First.

That your respondent has no knowledge of the matters stated in the first paragraph of the petition, but demands absolute proof of same.

Second.

That your respondent denies the allegations alleged in paragraph two of the petition, and says further that an agreement was entered into on behalf of the All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate, with the various owners of the property mentioned in the second paragraph of the petition, and that the President and Secretary who signed the agreement for and on behalf of your petitioner did so with full knowledge of their responsibility and the responsibility of your petitioner and that the said agreement was signed by them in good faith.

Third.

Answering the third paragraph of the petition, your respondent denies the allegations set out in said petition and demands absolute proof of same, and says further that the Rev. Henry B. Young, Pastor and President of Concordia Evangelical Lutheran Congregation of Baltimore City, a body corporate, and Milton O. Storm, Secretary thereof, had full knowledge of the facts surrounding the signing of the said agreement; that public

meetings were held in the Church at which the congregation attended and also the Pastor and Secretary; that their action in signing said agreement was done after a free discussion of the circumstances surrounding the case; that the said agreement was binding upon the Concordia Evangelical Lutheran Congregation of Baltimore City, a body corporate, and its successor, the All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate.

Fourth.

Answering the fourth paragraph of the petition, your respondent neither affirms nor denies the statements made therein, but demands absolute proof of same.

Fifth.

Answering the fifth paragraph of the said petition, your respondent says that she neither admits nor denies the allegations stated therein, but demands positive proof of same.

Having fully answered the said petition, your respondent prays to be dismissed with costs.

ADN AS in duty bound, etc.

  
Attorney for Respondent

  
Mrs. Doyle

STATE OF MARYLAND: BALTIMORE CITY: TO WIT:

I HEREBY CERTIFY, that on this twentieth  
day of February, 1929, before me, the subscriber, a  
Notary Public of the State of Maryland, in and for the City  
of Baltimore, aforesaid, personally appeared Nora Doyle,  
and made oath in due form of law that the matters and facts  
set forth in the foregoing petition are true and bona fide  
to the best of her knowledge and belief.

AS WITNESS my hand and notarial seal.

Elizabeth Long  
Notary Public

IN THE  
CIRCUIT COURT #2  
OF BALTIMORE CITY

52  
- 384 - 1929  
ALL SAINT'S EVANGELICAL  
LUTHERAN CHURCH OF  
BALTIMORE CITY, a body  
corporate

VS.

LOUIS FRIEDMAN

ET AL

ANSWER

Mr. Clerk:-

Please file, etc.

No 16532 A  
20

*J. J. Carmody*  
Attorney for Respondents

Service of copy admitted  
the 26 day of February  
1929.

*Completed by J. J. Carmody*  
JAS. J. CARMODY  
ATTORNEY-AT-LAW  
541 EQUITABLE BUILDING  
BALTIMORE, MD.

*filed February 1929*

ALL SAINT'S EVANGELICAL LUTHERAN  
CHURCH OF BALTIMORE CITY, a body  
corporate.

VS.

LOUIS FRIEDMAN, ET AL

:

:

:

:

IN THE  
CIRCUIT COURT #2  
OF  
BALTIMORE CITY

TO THE HONORABLE THE JUDGE OF THE SAID COURT:-

Your respondent, Louis Friedman, by James Joseph Carmody, his attorney, for answer to the petition filed by the plaintiff in the above case, says:-

First.

That your respondent has no knowledge of the matters stated in the first paragraph of the petition, but demands absolute proof of same.

Second.

That your respondent denies the allegations alleged in the second paragraph of the petition, and says further that an agreement was entered into on behalf of the All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate, with the various owners of the property mentioned in the second paragraph of the petition, and that the President and Secretary who signed the said agreement for and on behalf of your petitioner did so with full knowledge of their responsibility and the responsibility of your petitioner and that the said agreement was signed by them in good faith.

Third.

Answering the third paragraph of the petition, your respondent denies the allegations set out in said petition and demands absolute proof of same, and says further that the Rev. Henry B. Young, Pastor and President of Concordia Evangelical Lutheran Congregation of Baltimore City, a body corporate, and Milton O. Storm, Secretary thereof, had full knowledge of the facts surrounding the signing of the agreement mentioned heretofore; that public meetings were held in

the Church at which the congregation attended and also the Pastor and Secretary; that their action in signing the agreement was done after a free discussion of the circumstances surrounding the case; that the said agreement was binding upon the Concordia Evangelical Lutheran Congregation of Baltimore City, a body corporate, and its successor, the All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate.

Fourth.

Answering the fourth paragraph of the said petition, your respondent neither affirms nor denies the statements made therein, but demands absolute proof of same.

Fifth.

Answering the fifth paragraph of said petition, your respondent says that he neither admits nor denies the allegations stated therein, but demands positive proof of same.

Having fully answered the said petition, your respondent prays to be hence dismissed with costs.

AND AS in duty bound, etc.

  
Attorney for Respondent

Louis Friedman,



STATE OF MARYLAND: BALTIMORE CITY: TO WIT:

I HEREBY CERTIFY, that on this twentieth  
day of February, 1929, before me, the subscriber,  
a Notary Public of the State of Maryland, in and for the  
City of Baltimore, aforesaid, personally appeared Louis  
Friedman, and made oath in due form of law that the matters  
and facts set forth in the foregoing petition are true  
and bona fide to the best of his knowledge and belief.

AS WITNESS my hand and notarial seal.

Elizabeth Long  
Notary Public

IN THE  
CIRCUIT COURT #2  
OF BALTIMORE CITY

389 1129  
ALL SAINT'S EVANGELICAL  
LUTHERAN CHURCH OF BALTIMORE  
CITY, a body corporate.

VS.

GEORGE A. HEIDERMAN and  
KATHERINE HEIDERMAN, his  
wife, ET AL

-ANSWER-

Mr. Clerk:-

Please file, etc.

*Jas J Carmody*  
Attorney for Respondents

Service of copy admitted  
this 26<sup>th</sup> day of February  
1929.

*Henry Vogt*  
attorney for Applicant.

JAS. J. CARMODY  
ATTORNEY-AT-LAW  
541 EQUITABLE BUILDING  
BALTIMORE, MD.

*Feb 27 February 1929*

ALL SAINT'S EVANGELICAL LUTHERAN  
CHURCH OF BALTIMORE CITY, a body  
corporate.

VS.

GEORGE A. HEIDERMAN and KATHERINE  
HEIDERMAN, his wife, ET AL

IN THE  
CIRCUIT COURT #2  
OF  
BALTIMORE CITY

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

Your respondents, George A. Heiderman and Katherine Heiderman, his wife, by James Joseph Carmody, their attorney, for answer to the petition filed by the plaintiff in the above case, say:-

First.

That your respondents have no knowledge of the matters stated in the first paragraph of the petition, but demand absolute proof of same.

Second.

That your respondents deny the allegations alleged in paragraph two of the petition, and say further that an agreement was entered into on behalf of the All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate, with the various owners of the property mentioned in the second paragraph of the petition, and that the President and Secretary who signed the agreement for and on behalf of your petitioner did so with full knowledge of their responsibility and the responsibility of your petitioner and that the said agreement was signed by them in good faith.

Third.

Answering the third paragraph of the said petition, your respondents deny the allegations set out in said petition and demand absolute proof of same, and say further that the Rev. Henry B. Young, Pastor and President of Concordia Evangelical Lutheran Congregation of Baltimore City, a body corporate, and Milton O. Storm, Secretary thereof, had full knowledge of the facts surrounding the

signing of the agreement mentioned heretofore; that public meetings were held in the Church at which the congregation attended and also the Pastor and Secretary; that their action in signing said agreement was done after a free discussion of the circumstances surrounding the case; that the said agreement was binding upon the Concordia Evangelical Lutheran Congregation of Baltimore City, a body corporate, and its successor, the ALL SAINT'S EVANGELICAL LUTHERAN CHURCH OF BALTIMORE CITY, a body corporate.

Fourth.


Answering the fourth paragraph of said petition, your respondents neither admit nor deny the statements made therein but demand absolute proof of same.

Fifth.

Answering the fifth paragraph of said petition, your respondents say that they neither affirm nor deny the allegations stated therein, but demand positive proof thereof.

HAVING fully answered the said petition, your respondents pray to be hence dismissed with costs.

AND AS in duty bound, etc.

  
\_\_\_\_\_  
Attorney for Respondents

George A. Heiderman  
\_\_\_\_\_

STATE OF MARYLAND: BALTIMORE CITY: TO WIT:

I HEREBY CERTIFY, that on this twentieth  
day of February, 1929, before me, the subscriber,  
a Notary Public of the State of Maryland, in and for the  
City of Baltimore, aforesaid, personally appeared George  
A. Heiderman, one of the respondents, and made oath in  
due form of law that the matters and facts set forth in  
the foregoing petition are true and bona fide to the best  
of his knowledge and belief.

AS WITNESS my hand and Notarial seal.

Elizabeth Gung  
Notary Public.

George A. Heiderman

IN THE  
CIRCUIT COURT #2  
OF BALTIMORE CITY.

52

38A 1929  
ALL SAINT'S EVANGELICAL  
LUTHERAN CHURCH OF BALTI-  
MORE CITY, a body corporate

VS.

LOUIS HAUSMAN and FANNIE  
HAUSMAN, his wife, ET AL

-ANSWER-

Mr. Clerk;-

Please file, etc.

No 165329

22  


Attorney for Respondents

Service of copy admitted  
this 26th day of February  
1929.

Keany to J. J. Carmody  
att'y for Respondent

JAS. J. CARMODY  
ATTORNEY-AT-LAW  
541 EQUITABLE BUILDING  
BALTIMORE, MD.

Feb 27 February 1929

ALL SAINT'S EVANGELICAL LUTHERAN  
CHURCH OF BALTIMORE CITY, a body  
corporate.

VS.

LOUIS HAUSMAN and FANNIE HAUSMAN,  
his wife, ET AL

:  
:  
IN THE  
:  
CIRCUIT COURT #2  
:  
OF  
:  
BALTIMORE CITY  
:

TO THE HONORABLE THE JUDGE OF SAID COURT:-

Your respondents, Louis Hausman and Fannie Hausman, his wife, by James J. Carmody, their attorney, for answer to the petition filed by the plaintiff in the above case, say:-

First.

That your respondents have no knowledge of the matters stated in the first paragraph of the petition, but demand absolute proof of same.

Second.

That your respondents deny the allegations alleged in paragraph two of the petition, and say further that an agreement was entered into on behalf of the All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate, with the various owners of the property mentioned in the second paragraph of the petition, and that the President and Secretary who signed the said agreement for and on behalf of your petitioner did so with full knowledge of their responsibility and the responsibility of your petitioner and that the said agreement was signed by them in good faith.

Third.

Answering the third paragraph of said petition, your respondents deny the allegations set out in said petition and demand absolute proof of same, and say further that the Rev. Henry B. Young, Pastor and President of Concordia Evangelical Lutheran Congregation of Baltimore City, a body corporate, and Milton O. Storm, Secretary thereof, had full knowledge of the facts surrounding the signing of

the agreement mentioned heretofore; that public meetings were held in the Church at which the congregation attended and also the Pastor and Secretary; that their action in signing said agreement was done after a free discussion of the circumstances surrounding the case; that the said agreement was binding upon the Concordia Evangelical Lutheran Congregation of Baltimore City, a body corporate, and its successor, the All Saint's Evangelical Lutheran Church of Baltimore, City, a body corporate.

Fourth.

Answering the fourth paragraph of the said petition, your respondents neither deny nor affirm the statements made therein, but demand absolute proof of same.

Fifth.

Answering the fifth paragraph of said petition, your respondents say that they neither admit nor deny the allegations stated therein, but demand positive proof of same.

Having fully answered the said petition, your respondents pray to be hence dismissed with costs.

AND AS in duty bound, etc.

  
\_\_\_\_\_  
Attorney for Respondents

Louis Housman

\_\_\_\_\_



STATE OF MARYLAND: BALTIMORE CITY: TO WIT:

I HEREBY CERTIFY, that on this twentieth  
day of February, 1929, before me, the subscriber,  
a Notary Public of the State of Maryland, in and for the  
City of Baltimore, personally appeared Louis Hausman, one  
of the respondents, and made oath in due form of law that  
the matters and facts set forth in the foregoing petition  
are true and bona fide to the best of his knowledge and  
belief.

AS WITNESS my hand and notarial seal.

Elizabeth Gouge  
Notary Public

IN THE  
CIRCUIT COURT #2  
OF BALTIMORE CITY

389 52  
1929  
ALL SAINT'S EVANGELICAL  
LUTHERAN CHURCH OF  
BALTIMORE CITY, a body  
corporate

VS.

WM. LEONHAUSER and RACHEL  
LEONHAUSER, his wife,  
ET AL

ANSWER

Mr. Clerk:-

Please file, etc.

No 16532 A

23  
*J. J. Carmody*  
Attorney for Respondents

Service of copy admitted  
the 26<sup>th</sup> day of February  
1929.

*Henry Vogt*  
Attorney for Complainant.

JAS. J. CARMODY  
ATTORNEY-AT-LAW  
541 EQUITABLE BUILDING  
BALTIMORE, MD.

*Feb 27 February 1929*

ALL SAINT'S EVANGELICAL LUTHERAN  
CHURCH OF BALTIMORE CITY, a  
body corporate

VS.

WILLIAM H. LEONHAUSER and  
RACHEL LEONHAUSER, his wife,  
ET AL

IN THE  
CIRCUIT COURT #2  
OF  
BALTIMORE CITY

TO THE HONORABLE THE JUDGE OF SAID COURT:

Your respondents, William H. Leonhauser and Rachel Leonhauser, by James Joseph Carmody, their attorney, for answer to the petition filed by the Plaintiff in the above case, say: -

First.

That your respondents have no knowledge of the matters stated in the first paragraph of the petition, but demand absolute proof of same.

Second.

That your respondents deny the allegations alleged in paragraph two of the petition, and say further that an agreement was entered into on behalf of the All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate, with the various owners of the property mentioned in the second paragraph of the petition, and that the President and Secretary who signed the said agreement for and on behalf of your petitioner did so with full knowledge of their responsibility and the responsibility of your petitioner and that the said agreement was signed by them in good faith.

Third.

Answering the third paragraph of said petition, your respondents deny the allegations set out in said petition and demand absolute proof of same, and say further that the Rev. Henry B. Young, Pastor and President of Concordia Evangelical Lutheran Congregation of Baltimore City, a body corporate, and Milton O. Storm, Secretary thereof, had full knowledge of the facts surrounding the signing

of the agreement mentioned heretofore; that public meetings were held in the Church at which the congregation attended and also the Pastor and Secretary; that their action in signing said agreement was done after a free discussion of the circumstances surrounding the case; that the said agreement was binding upon the Concordia Evangelical Lutheran Church of Baltimore City, a body corporate, and its successor, the ALL Saint's Evangelical Lutheran Church of Baltimore City, a body corporate.

Fourth.


Answering the fourth paragraph of said petition, your respondent neither affirms nor denies the statements made therein, but demands absolute proof of same.

Fifth.

Answering the fifth paragraph of said petition, your respondents say that they neither admit nor deny the allegations stated therein, but demand positive proof thereof.

Having fully answered the said petition, your Respondents pray to be hence dismissed with costs.

AND AS in duty bound, etc.

  
\_\_\_\_\_  
Attorney for Respondents

William H. Leonhauer  
\_\_\_\_\_

STATE OF MARYLAND::: BALTIMORE CITY:: TO WIT:

I HEREBY CERTIFY that on this Twenty day  
of February, 1929, before me, the subscriber,  
a Notary Public of the State of Maryland, in and for the  
City of Baltimore, aforesaid, personally appeared William  
H. Leonhäuser, one of the Respondents, and made oath in  
due form of law that the matters and facts set forth in  
the foregoing answer are true and bona fide to the best  
of his knowledge and belief.

AS WITNESS my hand and notarial seal.

Elizabeth Young  
Notary Public

IN THE  
CIRCUIT COURT #2  
OF BALTIMORE CITY

389 52  
1929  
ALL SAINT'S EVANGELICAL  
LUTHERAN CHURCH OF  
BALTIMORE CITY, a body  
corporeate.

VS.

GEORGE F. MUELLER and  
ETHEL P. MUELLER, his wife  
ET AL

ANSWER

Mr. Clerk:-

Please file, etc.

No 16532 A

24  
*J. J. Carmody*  
Attorney for Respondents

Service of copy admitted  
this 26<sup>th</sup> day of February  
1929.

*Henry Vogt*  
Attorney for Complainant.

JAS. J. CARMODY  
ATTORNEY-AT-LAW  
541 EQUITABLE BUILDING  
BALTIMORE, MD.

*Feb 27 February 1929*

ALL SAINT'S EVANGELICAL LUTHERAN  
CHURCH OF BALTIMORE CITY, a body  
corporate

VS.

GEORGE F. MUELLER and ETHEL P. MUELLER,  
his wife, ET AL

IN THE  
CIRCUIT COURT #2  
OF  
BALTIMORE CITY

TO THE HONORABLE, the JUDGE OF SAID COURT:-

Your respondents, George H. Mueller and  
Ethel P. Mueller, his wife, by James Joseph Carmody, their  
attorney, for answer to the petition filed by the plaintiff in  
the above case, say:-

First.

That your respondents have no knowledge of the  
matters stated in the first paragraph of the petition, but demand  
absolute proof of same.

Second.

That your respondents deny the allegations alleged  
in the second paragraph of the petition, and say further that an  
agreement was entered into on behalf of the All Saint's Evangelical  
Lutheran Church of Baltimore City, a body corporate, with the various  
owners of the property mentioned in the second paragraph of the  
petition, and that the President and Secretary who signed the said  
agreement for and on behalf of your petitioner did so with full  
knowledge of their responsibility and the responsibility of your  
petitioner and that the said agreement was signed by them in good  
faith.

Third.

Answering the third paragraph of said petition,  
your respondents deny the allegations set out in said petition  
and demand absolute proof of same, and say further that the Rev.  
Henry B. Young, Pastor and President of Concordia Evangelical  
Lutheran Church of Baltimore City, a body corporate, and Milton  
O. Storm, Secretary thereof, had full knowledge of the facts

surrounding the signing of the agreement mentioned heretofore; that public meetings were held in the Church at which the congregation attended and also the Pastor and Secretary; that their action in signing the said agreement was done after a free discussion of the facts surrounding the case; that the said agreement was binding upon the Concordia Evangelical Lutheran Congregation of Baltimore City, a body corporate, and its successor, the All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate.

Fourth.

Answering the fourth paragraph of the said petition, your respondents neither affirm nor deny the allegations stated therein, but demand absolute proof of same.

Fifth.

Answering the fifth paragraph of the petition, your respondents neither admit nor deny the statements made therein, but demand positive proof of same.

Having fully answered the said petition, your respondents pray to be hence dismissed with costs.

AND AS in duty bound, etc.

  
Attorney for Respondents

  
\_\_\_\_\_



STATE OF MARYLAND: BALTIMORE CITY: TO WIT:

I HEREBY CERTIFY, that on this twenty day  
of February, 1929, before me, the subscriber, a  
Notary Public of the State of Maryland, in and for the  
City of Baltimore, personally appeared George H. Mueller,  
one of the respondents herein, and made oath in due form  
of law that the matters and facts set forth in the foregoing  
answer are true and bona fide to the best of his knowledge  
and belief.

AS WITNESS my hand and notarial seal.

Elizabeth Song  
Notary Public



IN THE  
CIRCUIT COURT #2  
OF BALTIMORE CITY

52

384 1929

ALL SAINT'S EVANGELICAL  
LUTHERAN CHURCH OF  
BALTIMORE CITY, a body  
corporate.

VS.

HUGO WEBER and PHILIPINE  
WEBER, his wife, ET AL

ANSWER

Mr. Clerk:-

Please file, etc.

No 16532A

25  
*J. J. Carmody*  
Attorney for Respondents

Service of copy admitted  
the 26<sup>th</sup> day of February  
1929.

*Henry Root*  
Attorney for Complainant

JAS. J. CARMODY  
ATTORNEY-AT-LAW  
541 EQUITABLE BUILDING  
BALTIMORE, MD.

*fd 27 February 1929*

ALL SAINT'S EVANGELICAL LUTHERAN  
CHURCH OF BALTIMORE CITY, a body  
corporate.

VS.

HUGO WEBER and PHILIPINE WEBER,  
his wife, ET AL

:  
:  
: IN THE  
: CIRCUIT COURT #2  
:  
: OF  
: BALTIMORE CITY

TO THE HONORABLE THE JUDGE OF THE SAID COURT:-

Your respondents, Hugo Weber and Philipine  
Weber, his wife, by James Joseph Carmody, their attorney, for  
answer to the petition filed by the plaintiff in the above  
case, say:-

First.

That your respondents have no knowledge of the  
matters stated in the first paragraph of the petition, but demand  
absolute proof of same.

Second.

That your respondents deny the allegations alleged  
in paragraph two of the petition, and say further that an agreement  
was entered into on behalf of the All Saint's Evangelical Lutheran  
Church of Baltimore City, a body corporate, with the various owners  
of the property mentioned in the second paragraph of the petition,  
and that the President and Secretary who signed the said agreement  
for and on behalf of your petitioner did so with full knowledge of  
their responsibility and the responsibility of your petitioner and  
that the said agreement was signed by them in good faith.

Third.

Answering the third paragraph of the petition, your  
respondents deny the allegations set out in the petition and demand  
absolute proof of same, and say further that the Rev. Henry B. Young,  
pastor and President of Concordia Evangelical Lutheran Congregation  
of Baltimore City, a body corporate, and Milton O. Storm, Secretary  
thereof, had full knowledge of the facts surrounding the signing of

the agreement mentioned heretofore; that public meetings were held in the church at which the congregation attended and also the Pastor and Secretary; that their action in signing said agreement was done after a free discussion of the circumstances surrounding the case; that the said agreement was binding upon the Concordia Evangelical Lutheran Congregation of Baltimore City, a body corporate, and its successor, the All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate.

Fourth.

Answering the fourth paragraph of the petition, your respondents neither affirm nor deny the statements made therein, but demand absolute proof of same.

Fifth.

Answering the fifth paragraph of the petition, your respondents say that they neither admit nor deny the allegations stated therein, but demand positive proof of same.

Having fully answered the said petition, your respondents pray that they may hence be dismissed with costs.

AND AS in duty bound, etc.

  
\_\_\_\_\_  
Attorney for Respondents

  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF MARYLAND: BALTIMORE CITY: TO WIT:

I HEREBY CERTIFY, that on this thirtieth  
day of February - , 1929, before me, the subscriber,  
a Notary Public of the State of Maryland, in and for the  
City of Baltimore, aforesaid, personally appeared Hugo  
Weber, one of the respondents herein, and made oath in  
due form of law that the matters and facts set forth in  
the foregoing answer are true and bona fide to the best  
of his knowledge and belief.

AS WITNESS my hand and notarial seal.

Elizabeth Song  
Notary Public

IN THE  
CIRCUIT COURT #2  
OF BALTIMORE CITY

52  
380 1929  
ALL SAINT'S EVANGELICAL  
LUTHERAN CHURCH OF  
BALTIMORE CITY, a body  
corporate.

VS.

VINCENT GENCO  
ET AL

ANSWER

Mr. Clerk:-

Please file, etc.

No 16532A  
26

*Jas Carmody*

Attorney for Respondent

Service of copy admitted  
this 26<sup>th</sup> day of February  
1929.

*Henry J. Carmody*  
for complainant

JAS. J. CARMODY  
ATTORNEY-AT-LAW  
541 EQUITABLE BUILDING  
BALTIMORE, MD.

27 February 1929

ALL SAINT'S EVANGELICAL LUTHERAN  
CHURCH OF BALTIMORE CITY, a body  
corporate.

VS.

VINCENT GENCO  
ET AL

:

:

:

:

IN THE  
CIRCUIT COURT #2  
OF  
BALTIMORE CITY

TO THE HONORABLE THE JUDGE OF SAID COURT:-

Your respondent, Vincent Genco, by James Joseph Carmody, his attorney, for answer to the petition filed by the plaintiff, says:-

First.

That your respondent has no knowledge of the matters stated in the first paragraph of the petition, but demands absolute proof of same.

Second.

That your respondent denies the allegations alleged in paragraph two of the petition, and says further that an agreement was entered into on behalf of the All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate, with the various owners of the property mentioned in the second paragraph of the petition, and that the President and Secretary who signed the said agreement did so with full knowledge of their responsibility and the responsibility of your petitioner and that said agreement was signed by them in good faith.

Third.

Answering the third paragraph of the said petition, your respondent denies the allegations set out in said petition and demands absolute proof of same, and says further that the Rev. Henry B. Young, Pastor and President of Concordia Evangelical Lutheran Congregation of Baltimore City, a body corporate, and Milton O. Storm, Secretary thereof, had full knowledge of the facts surrounding the

signing of the agreement mentioned heretofore; that public meetings were held in the church at which the congregation attended and also the Pastor and Secretary; that their action in signing said agreement was done after a free discussion of the circumstances surrounding the case; that the said agreement was binding upon the Concordia Evangelical Lutheran Congregation of Baltimore City, a body corporate, and its successor, the All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate.

Fourth,

Answering the fourth paragraph of the petition, your respondent neither affirms nor denies the statements made therein, but demands absolute proof of same.

Fifth.

Answering the fifth paragraph of the petition, your respondent says that he neither admits nor denies the allegations stated therein, but demands positive proof of same.

Having fully answered the said agreement, your respondent prays to be hence dismissed with costs.

AND AS in duty bound, etc.

  
\_\_\_\_\_  
Attorney for Respondent

  
\_\_\_\_\_



STATE OF MARYLAND: BALTIMORE CITY: TO WIT:

I HEREBY CERTIFY, that on this 25th  
day of February, 1929, before me, the subscriber,  
a Notary Public of the State of Maryland, in and for the City  
of Baltimore, personally appeared Vincent Genco, the respondent  
herein, 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.

AS WITNESS my hand and notarial seal.

Agnes Elizabeth Gump  
Notary Public



IN THE  
CIRCUIT COURT #2  
OF BALTIMORE CITY

52

384 1929

ALL SAINT'S EVANGELICAL  
LUTHERAN CHURCH OF BALTIMORE  
CITY, a body corporate.

VS.

ANN C. JEFFERS, ET AL

-ANSWER-

Mr. Clerk:-

Please file, etc.

No 16532 A

27  
*J. J. Carmody*

Attorney for Respondent

Service of copy admitted  
this 26<sup>th</sup> day of February  
1929.

*Henry Vogt*  
attorney for complainant

JAS. J. CARMODY  
ATTORNEY-AT-LAW  
541 EQUITABLE BUILDING  
BALTIMORE, MD.

*Feb 27 February 1929*

ALL SAINT'S EVANGELICAL LUTHERAN  
CHURCH OF BALTIMORE CITY, a body  
corporate.

VS.

ANN~~X~~C. JEFFERS, ET AL

:  
: IN THE  
: CIRCUIT COURT #2  
:  
: OF  
: BALTIMORE CITY

TO THE HONORABLE, the JUDGE OF SAID COURT:-

Your respondent, Ann C. Jeffers, by James Joseph Carmody, her attorney, for answer to the petition filed by the Plaintiff in the above case, says:-

First.

That your respondent has no knowledge of the matters stated in the first paragraph of the petition, but demands absolute proof of the same.

Second.

That your respondent denies the allegations stated in paragraph two of the petition, and says further that an agreement was entered into on behalf of the All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate, with the various owners of the property mentioned in the second paragraph of the petition, and that the President and Secretary who signed the said agreement for and on behalf of your petitioner did so with full knowledge of their responsibility and the responsibility of your petitioner and that the said agreement was signed by them in good faith.

Third.

Answering the third paragraph of the said petition, your respondent denies the allegations set out in said petition and demands absolute proof of same, and says further that the Rev. Henry B. Young, Pastor and President of Concordia Evangelical Lutheran Church of Baltimore City, a body corporate, and Milton O. Storm, Secretary thereof, had full knowledge of the facts surrounding the

signing of the agreement mentioned heretofore; that public meetings were held in the Church at which the Congregation attended and also the Pastor and Secretary; that their action in signing said agreement was done after a free discussion of the circumstances surrounding the case; that the said agreement was binding upon the Concordia Evangelical Lutheran Congregation of Baltimore City, a body corporate, and its successor, the All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate.

Fourth.

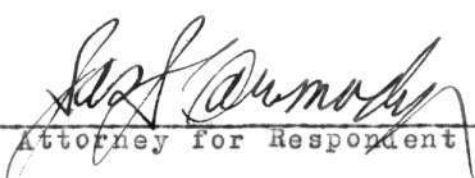
Answering the fourth paragraph of said petition, your respondent neither affirms nor denies the statements made therein, but demands absolute proof of same.

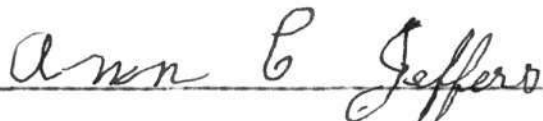
Fifth.

Answering the fifth paragraph of said petition, your respondent neither admits nor denies the allegations stated therein, but demands positive proof thereof.

Having fully answered the said petition, your respondent prays to be hence dismissed with costs.

AND as in duty bound, etc.

  
\_\_\_\_\_  
Attorney for Respondent

  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF MARYLAND: BALTIMORE CITY: TO WIT:

I HEREBY CERTIFY, that on this ~~twenty first~~ day  
of February, 1929, before me, the subscriber,  
a Notary Public of the State of Maryland, in and for the  
City of Baltimore, aforesaid, personally appeared ANN C.  
JEFFERS and made oath in due form of law that the matters  
and facts set forth in the foregoing petition are true  
and bona fide to the best of her knowledge and belief.

AS WITNESS my hand and notarial seal.

  
Elizabeth D. Damm  
Notary Public

IN THE  
CIRCUIT COURT #2  
OF BALTIMORE CITY

52  
384 1929

ALL SAINT'S EVANGELICAL  
LUTHERAN CHURCH OF BALTIMORE  
CITY, a body corporate.

VS.

CARL KRETZLER and MARY E.  
KRETZLER, his wife, et al.

ANSWER

Mr. Clerk:-

Please file, etc.

No 16532 A  
25

*Jas J Carmody*  
Attorney for Respondents

Service of copy admitted  
the 26<sup>th</sup> day of February  
1929.

*Henry Vogt*  
attorney for complainant.

JAS. J. CARMODY  
ATTORNEY-AT-LAW  
541 EQUITABLE BUILDING  
BALTIMORE, MD.

*Feb 27 February 1929*

ALL SAINT'S EVANGELICAL LUTHERAN  
CHURCH OF BALTIMORE CITY, a body  
corporate.

VS.

CARL KRETZLER and MARY E. KRETZLER,  
his wife, et al.

:  
:  
IN THE  
:  
CIRCUIT COURT #2  
:  
OF  
:  
BALTIMORE CITY  
:

TO THE HONORABLE THE JUDGE OF SAID COURT:-

Your respondents, Carl Kretzler and Mary E. Kretzler, his wife, by James Joseph Carmody, their attorney, for answer to the petition filed by the plaintiff in the above case, say:-

First.

That your respondents have no knowledge of the matters stated in the first paragraph of the petition, but demand absolute proof of same.

Second.

That your respondents deny the allegations alleged in paragraph two of the petition, and say further that an agreement was entered into on behalf of the All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate, with the various owners of the property mentioned in the second paragraph of the petition, and that the President and Secretary who signed the said agreement did so with full knowledge of their responsibility and the responsibility of your petitioner and that said agreement was signed by them in good faith.

Third.

Answering the third paragraph of the petition, your respondents deny the allegations set out in the said petition, and say further that the Rev. Henry B. Young, Pastor and President of Concordia Evangelical Lutheran Congregation of Baltimore City, a body corporate, and Milton O. Storm, Secretary thereof, had full knowledge of the facts surrounding the signing of the agreement

mentioned heretofore; that public meetings were held in the church at which the congregation attended and also the Pastor and Secretary; that their action in signing said agreement was done after a free discussion of the circumstances surrounding the case; that the said agreement was binding upon Concordia Evangelical Lutheran Congregation of Baltimore Fity, a body corporate, and its successor, the All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate.

Fourth.

Answering the fourth paragraph of the petition, your respondents neither affirm nor deny the statements made therein, but demand absolute proof of same.


Fifth.

Answering the fifth paragraph of the said petition, your respondents say that they neither admit nor deny the allegations stated therein, but demand positive proof of same.

Having fully answered the said petition, your respondents pray to be hence dismissed with costs.

AND AS in duty bound, etc.

  
Attorney for Respondents

  
\_\_\_\_\_  
\_\_\_\_\_



STATE OF MARYLAND: BALTIMORE CITY: TO WIT:

I HEREBY CERTIFY, that on this 25<sup>th</sup>  
day of February, 1929, before me, the subscriber,  
a Notary Public of the State of Maryland, in and for the  
City of Baltimore, personally appeared Carl Kretzler, one  
of the respondents, and made oath in due form of law that  
the matters and facts set forth in the foregoing answer  
are true and bona fide to the best of his knowledge and  
belief.

AS WITNESS my hand and notarial seal.

Elizabeth Young  
Notary Public



IN THE  
CIRCUIT COURT #2  
OF BALTIMORE CITY

389 52  
1929  
ALL SAINT'S EVANGELICAL  
LUTHERAN CHURCH OF  
BALTIMORE CITY, a body  
corporate.

VS.

ANTHONY P. SCHOLTHOLT and  
CATHERINE SCHOLTHOLT, his  
wife. ET AL

ANSWER

Mr. Clerk:-

Please file, etc.

No 16532 A

29  
*J. J. Carmody*  
Attorney for Respondents

Service of copy admitted  
this 26<sup>th</sup> day of  
February, 1929.

*Henry Root*  
attorney for Complainant.  
JAS. J. CARMODY  
ATTORNEY-AT-LAW  
541 EQUITABLE BUILDING  
BALTIMORE, MD.

*fd 27 February 1929*

ALL SAINT'S EVANGELICAL LUTHERAN  
CHURCH OF BALTIMORE CITY, a body  
corporate.

VS.

ANTHONY P. SHOLTHOLT and  
CATHERINE SHOLTHOLT, his wife,  
ET AL

:  
:  
: IN THE  
:  
: CIRCUIT COURT #2  
:  
: OF  
:  
: BALTIMORE CITY

TO THE HONORABLE THE JUDGE OF SAID COURT:-

Your respondents, Anthony P. Sholtholt and  
Catherine Sholtholt, his wife, by James Joseph Carmody, their  
attorney, for answer to the petition filed by the plaintiff in  
the above case, say:-

First.

That your respondents have no knowledge of the  
matters stated in the first paragraph of the petition, but demand  
absolute proof of same.

Second.

That your respondents deny the allegations alleged  
in paragraph two of the petition, and say further that an agreement  
was entered into on behalf of the All Saint's Evangelical Lutheran  
Church of Baltimore City, a body corporate, with the various owners  
of the property mentioned in the second paragraph of the petition,  
and that the President and Secretary who signed the said agreement  
for and on behalf of your petitioner did so with full knowledge of  
their responsibility and the responsibility of your petitioner and  
that the said agreement was signed by them in good faith.

Third.

Answering the third paragraph of the petition, your  
respondents deny the allegations set out in the petition and demand  
absolute proof of same, and say further that the Rev. Henry B. Young,  
Pastor and President of Concordia Evangelical Lutheran Congregation  
of Baltimore City, a body corporate, and Milton O. Storm, Secretary  
thereof, had full knowledge of the facts surrounding the signing of

the agreement mentioned heretofore; that public meetings were held in the church at which the congregation attended and also the Pastor and Secretary; that their action in signing said agreement was done after a free discussion of the circumstances surrounding the case; that the said agreement was binding upon the Concordia Evangelical Lutheran Congregation of Baltimore City, a body corporate, and its successor, the All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate.

Fourth.


Answering the fourth paragraph of the petition, your respondents neither affirm nor deny the statements made therein, but demand absolute proof of same.

Fifth.

Answering the fifth paragraph of the petition, your respondents neither admit nor deny the allegations stated therein, but demand positive proof of same.

Having fully answered the said petition, your respondents pray to be hence dismissed with costs.

AND AS in duty bound, etc.

  
\_\_\_\_\_  
Attorney for Respondents.

*Anthony F. Scholtz*

STATE OF MARYLAND: BALTIMORE CITY: TO WIT:

I HEREBY CERTIFY, that on this twentieth  
day of February, 1929, before me, the subscriber, a  
Notary Public of the State of Maryland, in and for the  
City of Baltimore, personally appeared Anthony F. Sholtholt,  
one of the respondents herein, and made oath in due form of  
law that the matters and facts set forth in the foregoing  
petitions are true and bona fide to the best of his knowledge  
and belief.

AS WITNESS MY hand and notarial seal.

  
Elizabeth G. S. [Signature]  
Notary Public

Anthony F. Sholtholt.

IN THE  
CIRCUIT COURT #2  
OF BALTIMORE CITY.

52  
384 1929  
ALL SAINT'S EVANGELICAL  
LUTHERAN CHURCH OF BALTI-  
MORE CITY, a body corporate

VS.

THOMAS HARKNESS  
ET AL

-ANSWER-

Mr. Clerk:-

Please file, etc.

No 16532 A

30

*J. J. Carmody*  
Attorney for Respondent

Service of copy admitted  
this 26<sup>th</sup> day of February  
1929.

*Henry Root*  
Attorney for Complainant.

JAS. J. CARMODY

ATTORNEY-AT-LAW

541 EQUITABLE BUILDING

BALTIMORE, MD.

fd 29 February 1929

ALL SAINT'S EVANGELICAL LUTHERAN  
CHURCH OF BALTIMORE CITY, a body  
corporate.

VS.

THOMAS HARKNESS  
ET AL

:  
:  
: IN THE  
:  
: CIRCUIT COURT #2  
:  
: OF  
:  
: BALTIMORE CITY  
:

TO THE HONORABLE THE JUDGE OF SAID COURT:-

Your respondent, Thomas Harkness, by James Joseph Carmody, his attorney, for answer to the petition filed by the plaintiff in the above case, says:-

First.

That your respondent has no knowledge of the matters stated in the first paragraph of the petition, but demands absolute proof of same.

Second.

That your respondent denies the allegations alleged in paragraph two of the petition, and says further that an agreement was entered into on behalf of the All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate, with the various owners of the property mentioned in the second paragraph of the petition, and that the President and Secretary who signed the agreement for and on behalf of your petitioner did so with full knowledge of their responsibility and the responsibility of your petitioner and that said agreement was signed by them in good faith.

Third.

Answering the third paragraph of the petition, your respondent denies the allegations set out in said petition and demands absolute proof of same, and says further that the Rev. Henry B. Young, Pastor and President of Concordia Evangelical Lutheran Church of Baltimore City, a body corporate, and Milton D. Storm, Secretary thereof, had full knowledge of the facts surrounding the signing of the agreement mentioned heretofore; that public meetings were held in the Church at which the congregation attended and also the Pastor and Secretary; that their action in signing said agreement was done

after a free discussion of the circumstances surrounding the case; that the said agreement was binding upon the Concordia Evangelical Lutheran Congregation of Baltimore City, a body corporate, and its successor, the All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate.

Fourth.

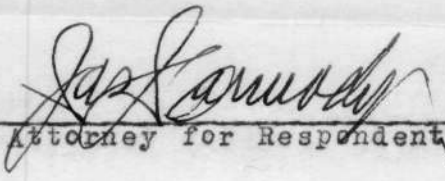
Answering the fourth paragraph of said petition, your respondent neither affirms nor denies the statements made therein, but demands absolute proof of same.

Fifth.

Answering the fifth paragraph of the petition, your respondent neither admits nor denies the allegations stated therein, but demands positive proof of same.

Having fully answered the said petition, your respondent prays to be hence dismissed with costs.

AND AS in duty bound, etc.

  
\_\_\_\_\_  
Attorney for Respondent

Thomas Hasleross



STATE OF MARYLAND: BALTIMORE CITY: TO WIT:

I HEREBY CERTIFY, that on this Twenty sixth  
day of February, 1929, before me, the subscriber,  
a Notary Public of the State of Maryland, in and for the  
City of Baltimore, aforesaid, personally appeared Thomas  
Harkness, and made oath in due form of law that the  
matters and facts set forth in the foregoing petition  
are true and bona fide to the best of his knowledge and  
belief.

AS WITNESS the hand and seal hereto.

Elizabeth Lang  
Notary Public

IN THE  
CIRCUIT COURT #2  
OF BALTIMORE CITY

52  
380 1929  
ALL SAINT'S EVANGELICAL  
LUTHERAN CHURCH OF  
BALTIMORE CITY, a body  
corporate.

VS.

JOHN F. DUGGAN  
JAMES P. DUGGAN  
ET AL

ANSWER

Mr. Clerk:-

Please file, etc.

No 16532 a

31

*J. J. Carmody*

Attorney for Respondents

Service of copy admitted  
this 26<sup>th</sup> day of February  
1929.

*Henry Dost*  
*Attorney for Complainant*

JAS. J. CARMODY  
ATTORNEY-AT-LAW  
541 EQUITABLE BUILDING  
BALTIMORE, MD.

*filed February 1929*

ALL SAINT'S EVANGELICAL LUTHERAN  
CHURCH OF BALTIMORE CITY, a body  
corporate.

VS.

JOHN F. DUGGAN  
JAMES P. DUGGAN  
ET AL

:  
:  
: IN THE  
: CIRCUIT COURT #2  
:  
: OF  
: BALTIMORE CITY

TO THE HONORABLE THE JUDGE OF SAID COURT:-

Your respondents, John F. Duggan and James P. Duggan, by James Joseph Carmody, their attorney, for answer to the petition filed by the plaintiff in the above case, say:-

First.

That your respondents have no knowledge of the matters stated in the first paragraph of the petition, but demand absolute proof of same.

Second.

That your respondents deny the allegations alleged in paragraph two of the petition, and say further that an agreement was entered into on behalf of the All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate, with the various owners of the property mentioned in the second paragraph of the petition, and that the President and Secretary who signed the agreement for and on behalf of your petitioner did so with full knowledge of their responsibility and the responsibility of your petitioner and that the said agreement was signed by them in good faith.

Third.

Answering the third paragraph of the petition, your respondents deny the allegations set out in the petition and demand absolute proof of same, and say further that the Rev. Henry B. Young, Pastor and President of Concordia Evangelical Lutheran Congregation, of Baltimore City, a body corporate, and Milton O. Storm, Secretary thereof, had full knowledge of the facts surrounding the signing of

the agreement mentioned heretofore; that public meetings were held in the church at which the congregation attended and also the Pastor and Secretary; that their action in signing said agreement was done after a free discussion of the circumstances surrounding the case; that the said agreement was binding upon the Concordia Evangelical Lutheran Congregation of Baltimore City, a body corporate, and its successor, the All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate.

Fourth.


Answering the fourth paragraph of the petition, your respondents neither affirm nor deny the statements made therein, but demand absolute proof of same.



Fifth.

Answering the fifth paragraph of the petition, your respondents say that they neither admit nor deny the allegations stated therein, but demand positive proof of same.

Having fully answered the said petition, your respondents pray to be hence dismissed with costs.

AND AS in duty bound, etc.

  
\_\_\_\_\_  
Attorney for Respondents

  
\_\_\_\_\_  
  
\_\_\_\_\_

STATE OF MARYLAND: BALTIMORE CITY: TO WIT:

I HEREBY CERTIFY, that on this Twenty day  
of February, 1929, before me, the subscriber,  
a Notary Public of the State of Maryland, in and for the  
City of Baltimore, aforesaid, personally appeared John F.  
Duggan and James R. Duggan and made oath in due form of  
law that the matters and facts set forth in the foregoing  
answer are true and bona fide to the best of their knowledge  
and belief.

AS WITNESS my hand and notarial seal.

Elizabeth Long  
Notary Public

38A-51

IN THE CIRCUIT COURT  
NO. 2 OF  
BALTIMORE CITY

38950  
1929

ALL SAINTS EVANGELICAL  
LUTHERAN CHURCH OF BALTI-  
MORE CITY

Complainant

vs

GEORGE D. AHRLING, et al

Defendant

ANSWER

To 16532 A  
32

Mr. Clerk

Please file, etc.

*George D. Ahrling*  
Solicitor for  
Defendants

Due service of copy ad-  
mitted this \_\_\_\_\_ day of  
\_\_\_\_\_.

Solicitor for Com-  
plainant.

*Ed 23 March 1929*

ALL SAINTS EVANGELICAL LUTHERAN CHURCH )  
OF BALTIMORE CITY, a body corporate.  
Complainant

vs

GEORGE D. AHRLING, et al.  
Defendant

IN THE  
CIRCUIT COURT N. 2  
OF  
BALTIMORE CITY

ANSWER

TO THE HONORABLE, THE JUDGE OF THE SAID COURT:-

The joint and several answers of George D. Ahrling and Emma F. Ahrling, owners of the dwelling house, property known as 1103 West Franklin Street, to the Bill of Complaint herein exhibited against them and others, respectfully show unto this Court:-


1. That they have no personal knowledge of the allegations of matter and fact set forth in the first, second, third and fourth paragraphs of the said Bill of Complaint and do, therefore, deny the same, except that they admit that they are the owners of the dwelling property known as 1103 West Franklin Street.

2. That they admit the facts alleged in paragraph five of the said Bill of Complaint.

3. That they aver that it would be inequitable to cancel said agreement as to the complainant without cancelling same as to them and as to all the parties defendant, which they believe should be done.

Wherefore, having fully answered said Bill of Complaint, they pray that the said agreement be cancelled in its entirety at the cost and charge of the complainant.

And as in duty bound, etc.,

  
Solicitor for Defendants, George  
D. Ahrling and Emma Ahrling

38A-51

Circuit Court No 2

38A <sup>148</sup>/<sub>1929</sub>

All Saints Evangelical  
Lutheran Church

3

George E. Ahelung  
et al

Answer of  
the Real Estate Trust Co

Mr. Clerk  
Please file  
Howard M. Emmons  
Att for Respondent

No 16532 A

33

HOWARD M. EMMONS  
ATTORNEY AT LAW  
MUTUAL LIFE BUILDING  
CHARLES AND CHASE STS  
BALTIMORE, MD.

fd 93 March 1929



All Saint's Evangelical Lutheran )  
Church of Baltimore City, a )  
body corporate. )

Complainant. )

vs. )

George E. Ahrling, et al and )  
The Real Estate Trust Company, )  
a body corporate. )

Defendants. )

IN THE  
CIRCUIT COURT NO. 2 OF  
BALTIMORE CITY

A N S W E R

To the Honorable, the Judge of the said Court:-

Your respondent, The Real Estate Trust Company, a body corporate, by Howard M. Emmons, its attorney for answer to the bill of complaint filed in the above cause says:-

1st. That answering the said bill of complaint, the whole thereof and each and every paragraph thereof, your respondent avers that it does not hold a mortgage on property No. 1123 West Franklin Street from Catherine S. Plitt, Josephine S. Frisky and Jean S. Jassell and that it has no personal knowledge of the other allegations of matters and facts set forth in said bill of complaint material to the determination of the matter presented to this Court and does therefore, in accordance with the revised General Equity Rules, deny the same except as hereinbefore and hereinafter specifically admitted.

2nd. That your respondent is amply secured by its mortgage on the above mentioned property and as several houses in said 1100 block West Franklin Street are now occupied by colored families the determination of this action is not material to your respondent who accordingly submits its rights in the premises for protection to this Honorable Court.

Wherefore having fully answered said bill of complaint and every part thereof your respondent prays that it be hence dismissed with its costs.

And as in duty bound, etc.

*Howard M. Emmons*  
Solicitor for THE REAL ESTATE TRUST COMPANY  
a body corporate.

38A-148-1929

In The  
Circuit Court No. 2  
of Baltimore City

All Saint's Evangelical Lutheran  
Church of Baltimore City, a  
body corporate.

vs.

George D. Ahrling, et al.

Petition and Order

No 16532 9

Mr. Clerk:- 34

Please file.

Henry Doeg

Attorney for Petitioner.

Pl 30 March 1929

All Saint's Evangelical Lutheran  
 Church of Baltimore City, a  
 body corporate. )  
 vs. )  
 George D. Ahrling, et al. )

IN THE  
 CIRCUIT COURT NO. 2  
 OF BALTIMORE CITY

To the Honorable, the Judge of the said Court.

The petition of All Saint's Evangelical Lutheran Church of Baltimore City, a body corporate, respectfully represents:-

1st. That heretofore on the \_\_\_\_\_ day of \_\_\_\_\_, 1929, your petitioner filed its bill of complaint against the various defendants set out in said bill of complaint heretofore filed said defendants being the owners of the respective houses on the north and south sides of the 1100 block West Franklin Street, to the end that a certain neighborhood agreement therein mentioned be declared a nullity as to the complainant.

2nd. That since the filing of the said bill of complaint the leasehold property No. 1122 West Franklin Street has been sold and transferred to Vincenzo Genco and that the said Vincenzo Genco has filed his answer to said bill of complaint, although not a party thereto.

3rd. That through inadvertence your petitioner in filing its bill of complaint overlooked the fact that Dora Mylander held an undivided interest in properties No. 1124-1126-1128 and 1130 West Franklin Street and that the said Dora Mylander was not made a party to said cause and your petitioner desires that she be now made a party defendant.

4th. That your petitioner in filing said bill of complaint caused Marie G. Duggan to be named a party defendant therein but your petitioner is since advised that she no longer has any interest or estate in property No. 1121 West Franklin Street, she having conveyed the same, prior to the filing of said bill, by deed dated March 22nd, 1927 and recorded among the Land Records of Baltimore City in Liber S. C. L. No. 4713, folio 73 to James P. Duggan and John F. Duggan, who are already parties to

*[Handwritten signature]*

As witness my hand and Notarial Seal

knowledge, information and belief.

Facts set forth in the foregoing petition are true to the best of his  
a body corporate, and he made oath in due form of law that the matters and  
Vice-President of All Saints' Evangelical Lutheran Church of Baltimore City,  
for the City of Baltimore, aforesaid, personally appeared before me  
before me the subscriber, a Notary Public of the State of Maryland, in and  
day of March, 1929,

28th

I HEREBY CERTIFY, THAT ON THIS

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:-

Vice-President.

By *[Signature]*

All Saints' Evangelical Lutheran  
Church of Baltimore City, a body  
corporate.

Attorney for Petitioner.

*[Handwritten signature]*

and your petitioner will ever pray.

as may be passed in the premises.

bill of complaint heretofore filed and to abide by and perform such decree  
honorable court on some certain day to be named therein and to answer the  
Mortis Building, commanding them and each of them to be and appear in this  
Street, Baltimore, Maryland and against Dora Mylander, residing at 410  
directed against the said Vincenzo Genco residing at 1122 West Franklin  
complaint named in said bill of complaint, the State's writ of subpoena  
and may it please your Honor to grant unto this petitioner, the

Genco and Dora Mylander parties defendant.

Maria G. Duggan and that leave be granted your petitioners to make Vincenzo  
this Honorable Court dismissing said bill of complaint as to the defendant  
Wherefore your petitioner prays that an order may be passed by

should be dismissed as to the said Maria G. Duggan.

this cause, and your petitioner therefore believes and avers that said bill

Upon the foregoing petition and affidavit it is this 30<sup>th</sup> day of March, 1929 ordered by the Circuit Court No. 2 of Baltimore City that the bill of complaint heretofore filed in this cause be and the same is hereby dismissed as to Marie G. Duggan, one of the defendants named therein; and it is farther ordered that leave be and the same is hereby granted making Dora Mylander and Vincenzo Genco additional parties defendant to this cause and that the State's writ of sub peona be issued for them to answer said bill of complaint.

✓  
C. J. Travis

Service admitted  
this 1<sup>st</sup> day of April,  
1929.

Walter C. Mylander  
Attorney for  
Wm. Mylander

P 796  
Circuit Court No. 2

148  
192 9 A DOCKET No. 38

All Saints' Evangelical  
Lutheran Church

vs.

George D. Ahrling  
et al

410 Morris Bldg  
SUBPOENA TO ANSWER BILL OF COMPLAINT

May 1

No. 16532 A  
35-39

Copy 2

Filed \_\_\_\_\_ day of \_\_\_\_\_ 192 9

Henry Vogt  
Solicitor.

13/3

Summoned Wm Mylander and a copy of the process  
left with Walter C. Mylander, the Defendant Attorney.  
Now Est as to Vincenz Genco. John E. Potee Sheriff  
(Mylander) fees \$0.95

(Mylander)  
+ HPA

8 April 1929  
REISSUED TO  
May Pleasant  
John Pleasant  
CLERK.

Now Est John E. Potee Sheriff  
(Kane)

APR 16 1 01 PM  
1929

EQUITY SUBPOENA

The State of Maryland

To

Dora Mylander  
410 Morris Bldg  
Fincoy & Gen Co  
1129 W Franklin St

of Baltimore City, Greeting:

WE COMMAND AND ENJOIN YOU, That all excuses set aside, you do within the time limited by law, beginning on the second Monday of April, next, cause an appearance to be entered for you, and your Answer to be filed to the Complaint of

All Saints Evangelical Lutheran Church

against you exhibited in the CIRCUIT COURT NO. 2 OF BALTIMORE CITY.

HEREOF fail not, as you will answer the contrary at your peril:

SAMUEL K. DENNIS,

WITNESS, the Honorable JAMES B. GORTER, Chief Judge of the Supreme Bench of Baltimore City the 11- day of March, 192 9

Issued the 30- day of March, in the year 192 9

John Pleasants  
Clerk.

MEMORANDUM:

You are required to file your Answer or other defence in the Clerk's Office, Room No. 235, in the Court House, Baltimore City, within fifteen days after the return day. (General Equity Rule 11.)

Circuit Court No. 2

148  
192 9 A DOCKET No. 38

All Saints Evangelical  
Lutheran Church

vs.

George D. Ahlberg  
et al

**SUBPOENA TO ANSWER BILL OF COMPLAINT**

*Carry*  
No. \_\_\_\_\_

Filed \_\_\_\_\_ day of \_\_\_\_\_ 192 \_\_\_\_\_

\_\_\_\_\_  
Solicitor.



EQUITY SUBPOENA

The State of Maryland

To



Vincenzo Tenco

1122 W. Franklin St.

8. April 1929

True copy test

REISSUED TO

John Plamant

Return Day, 1929

John Plamant

CLERK

Clerk

of Baltimore City, Greeting:

WE COMMAND AND ENJOIN YOU, That all excuses set aside, you do within the time limited by law, beginning on the second Monday of April, next, cause an appearance to be entered for you, and your Answer to be filed to the Complaint of

All Saints Evangelical Lutheran Church

against you exhibited in the CIRCUIT COURT NO. 2 OF BALTIMORE CITY.

HEREOF fail not, as you will answer the contrary at your peril:

WITNESS, the Honorable JAMES P. GORTER, Chief Judge of the Supreme Bench of Baltimore City the 11 - day of March, 1929 Issued the 30 - day of March, in the year 1929

John Plamant

Clerk.

MEMORANDUM:

You are required to file your Answer or other defence in the Clerk's Office, Room No. 235, in the Court House, Baltimore City, within fifteen days after the return day. (General Equity Rule 11.)

John Plamant

In the  
Circuit Court No. 2  
of Baltimore City

149  
389 1929

All Saint's Evangelical Lutheran  
Church of Baltimore City, a  
body corporate.

vs.

George W. Carling, et al.

Decree of Conscience

No 16532 A  
36

fd 30 March 1929

All Saint's Evangelical Lutheran  
Church of Baltimore City, a  
body corporate.

vs.

George D. Ahrling, et al.

)  
) IN THE  
)  
) CIRCUIT COURT NO. 2  
)  
) OF BALTIMORE CITY  
)  
)

-----  
DECREE PRO CONFESSO

The defendants Carrollton Land and Loan Association, a body corporate; Joint Stock Association of the National Order of Galilean Fisherman, a body corporate; Albert R. Conrad; Mary Conrad; Bernard J. Doyle; Joseph F. Gerlach; Lena Gordon; Benjamin Gordon; Joseph A. Gunther; Regina E. Gunther; Michael W. Leary; Nana I. Leary; Ellen J. Scheckells; W. Martin Timanus and Clara E. Timanus, having been duly summoned to appear to the Bill of Complaint and having failed to appear thereto, according to the exigency of the writ of sub poena;

It is thereupon this *30th* day of March, in the year of nineteen hundred and twenty-nine by the Circuit Court No. 2 of Baltimore City, Adjudged Ordered and Decreed that the complainant is entitled to relief in the premises, and that the Bill of Complaint be and is hereby taken pro confesso against said defendants, Carrollton Land and Loan Association, a body corporate; Joint Stock Association of the National Order of Galilean Fisherman, a body corporate; Albert R. Conrad; Mary Conrad; Bernard J. Doyle; Joseph F. Gerlach; Lena Gordon; Benjamin Gordon; Joseph A. Gunther; Regina E. Gunther; Michael W. Leary; Nana I. Leary; Ellen J. Scheckells; W. Martin Timanus and Clara E. Timanus; But because it doth not certainly appear to what relief the plaintiff is entitled, it is further Adjudged and Ordered, that testimony be taken under the 30th rule to support the allegations of the Bill.

*Eitman*

IN THE  
CIRCUIT COURT NO. 2 of  
BALTIMORE CITY *LYE*  
*389* *1929*

ALL SAINTS EVANGELICAL  
LUTHERAN CHURCH OF BALTIMORE  
CITY, a body corporate,  
Complainant

VS

GEORGE D. AHRLING, et al and  
DORA MYLANDER,  
Defendants

ANSWER OF DORA MYLANDER  
DEFENDANT  
*No 165329*

*3A*

Mr. Clerk:-  
Please file, &c.,

*Dora Mylander*  
*Staten Patz*

Solicitors for Defendant  
named

Due service of copy of within  
Answer admitted this 1st day  
of April, 1929.

Solicitor for Complainant

MYLANDER & PATZ  
ATTORNEY AT LAW  
410-416 MORRIS BUILDING  
BALTIMORE.

FILED

*1 April 1929*

ALL SAINTS EVANGELICAL LUTHERAN CHURCH  
OF BALTIMORE CITY, a body corporate,  
Complainant

VS

GEORGE D. AHRLING et al, and

DORA MYLANDER,  
Defendants

IN THE

CIRCUIT COURT NO. 2

OF

BALTIMORE CITY

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\*  
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A N S W E R  
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TO THE HONORABLE, ELI FRANK, THE JUDGE OF THE SAID COURT:-

Your respondent, Dora Mylander, one of the above named defendants in the above entitled cause, answering the Bill of Complaint in this cause exhibited against her and others, the whole thereof, and each and every paragraph thereof, respectfully shows unto this Court:-

That as and for her answer to the said Bill of Complaint to the whole thereof, and each and every paragraph thereof, she adopts in toto, the answers filed by the defendants, Walter C. Mylander, William F. Mylander, August C. Mylander, Kate E. Mylander, Florence Mylander and Anna Faust, herein heretofore filed, in answer to the said Bill of Complaint the whole thereof, and each and every paragraph thereof; and your respondent further answering said Bill of Complaint and each and every paragraph thereof, avers, that it would be inequitable to cancel said agreement, referred to in said Bill of Complaint, as to the said Complainant, without cancelling same as to your respondent, and as to all parties named in the answer hereby adopted, which your respondent believes should be done. Having fully answered, she prays the cancellation of said agreement, and the dismissal of the Bill with costs. And as, &c.,

Walter C. Mylander  
Kate E. Mylander  
Solicitors for respondent.

Ct. Ct. No. 2

148  
19 29

No. 38 Docket 9

All Saint's Evangelical  
Lutheran Church.

vs.

George D. Ahrling, etal.

**Summons for Witness**

No. 16532 A  
40

Filed 24 day of Oct 19 29

*George D. Ahrling*

In the Circuit Court No. 2 of Baltimore City

NOV 23 1929 4 06 PM

THE CLERK

In the Circuit Court No. 2 of Baltimore City

September Term, 1929

The Sheriff will please summon the following witnesses,

returnable on Thursday the 27 day of October 1929 at 10 o'clock A. M.

13

Mr. Carl Kretzler sd. 1118 West Franklin Street.

13

Mr. Thomas S. Price sd. 544 N. Payson Street.

~~Elizabeth Young~~  
~~423 North Carey Street.~~

13

also a subpoena duces tecum directed to Elizabeth Young sd. 423 North Carey Street to produce at the trial of the above entitled case the original agreement dated the 16th day of February, 1925, prohibiting persons of African descent from occupying houses in the 1100 block West Franklin Street.

to testify for All Saint's Evangelical Lutheran Church in the case of All Saint's Evangelical Lutheran Church

vs.

George D. Ahrling, et al.

John P. Pleasant

Clerk of Circuit Court No. 2 of Baltimore City.

Ct. Ct. No. 2

148  
1929 A No. 38 Docket

All Saint's Evangelical  
Lutheran Church

vs.

George S Ahrling  
et al

Summons for Witness

No. 16532 A.  
41

Filed 28 day of Oct 29 19

OCT 25 1929 3 05 PM

RECEIVED AT  
CLERK'S OFFICE ON

In the Circuit Court No. 2 of Baltimore City

DOCKET 10113



In the Circuit Court No. 2 of Baltimore City

September Term, 1929

The Sheriff will please summon the following witnesses,

returnable on Monday the 28th day of October 1929 at 10 o'clock A. M.

3 Joseph F. Berlach - Juror in Balto. City Court - (Judge Stanton)

to testify for

Complainant

in the case of

All Saints Evangelical Lutheran Church

George D. Pihlman, et al.

John Pleasant  
Clerk of Circuit Court No. 2 of Baltimore City.

148  
389-1929

THE DAILY RECORD CO. 2  
BALTIMORE, MD.

THE DAILY RECORD CO.  
BALTIMORE, MD.  
2nd Floor  
7th St. N. E. of W. 7th St.  
Baltimore, Md.

Mr. Clerk:-

Wm. C. Mylander  
Wm. C. Mylander

Nathan Patz

Solrs. for petitioners

No 16532/9  
42

MYLANDER & PATZ  
ATTORNEYS AT LAW  
410-416 MORRIS BUILDING  
BALTIMORE, MD.

FILED

28 October 1929

ALL SAINTS EVANGELICAL LUTHERAN  
CHURCH OF BALTIMORE CITY, a body corporate

Complainant

VS

GEORGE D. AHRLING, et al,

Defendants

IN THE

CIRCUIT COURT No. 2

OF

BALTIMORE CITY

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P E T I T I O N  
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TO THE HONORABLE, ELI FRANK, THE JUDGE OF THE SAID COURT:-

The petition of William F. Mylander, August C. Mylander, Kate E. Mylander, Florence Mylander, Dora M. Mylander, Anna Faust, <sup>and</sup> Walter C. Mylander, ~~John F. Cassell, Josephine F. Frisky and Catherine F. Flitty~~ defendants named in the above entitled cause, respectfully show unto this Court:-

1. That heretofore they filed answers to the Bill of Complaint herein exhibited, which they desire to amend, by adding thereto nunc pro tunc, the following paragraph:-

'Paragraph A: That further answering the said Bill of Complaint, the whole thereof, and each and every paragraph thereof, your respondents aver and allege that the purported deed or agreement, certified copy whereof is filed as Complainant's Exhibit No. 2, is not in fact the deed or agreement, which they are alleged to have ~~xxx~~ signed; that said agreement or deed to which their signatures were obtained, was after such subscription, altered and interlineations inserted without the knowledge or consent of your respondents and without, further execution or acknowledgment; that at no time did anyone purporting to be a Notary Public, take their acknowledgments thereto; that certain material alterations and modifications were thereafter (after signatures) made in said alleged agreement or deed; that the alleged deed or agreement which they signed consisted of only a few typewritten lines and several pages, whereon provision had been made for signatures. That such changes were made without notice, knowledge or consent and renders the agreement or deed, copy of which is filed in this cause, inoperative. That they have just acquired intimation of this condition, and did not theretofore know of the changes, alterations, amendments, modifications and interlineations made in said instrument.'

~~'Paragraph B':- Your respondents further aver that the said alleged agreement or deed should be annulled by this Court.'~~

Paragraph ~~B~~ -

That at the time the signatures of your petitioners were obtained, certain material representations were made by the solicitor seeking such signatures (Mrs. Young), which were believed by your petitioners at the time to be true and correct, and which motivated your petitioners ~~in~~ signing the alleged deed or agreement which they signed or authorized to be signed, to the effect that all the proper and legal owners of 98% of the frontage of the 1100 Block of West Franklin Street, had theretofore signed, and that the remaining 2% would sign immediately upon viewing the signatures of your petitioners upon said alleged agreement or deed; that all such representations were false and untrue, were known by the party or parties making them, to be false and untrue at the <sup>time</sup> they were made, were knowingly made for the express purpose of misleading your petitioners on matters of which they had no personal knowledge and were made so as to induce your petitioners to sign or authorize <sup>THE</sup> signing <sup>OF</sup> said agreement or deed. That certain other material misstatements of fact were made by said parties for the same purpose and with the same effect. That certain relevant facts were concealed by said party or parties entrusted with the duty of obtaining signatures, which should have been communicated to your petitioners, and which were designedly withheld from your petitioners, the failure to bring to the attention of your petitioners of these matters further induced your petitioners to sign said agreement or deed, which otherwise they would not have done.

2. That your petitioners are advised and therefore aver that it is necessary to have this Court authorize such amendments to their answers.

Wherefore your petitioners pray the passage of an Order herein authorizing such amendments and additions to their respective answers as are hereinabove set forth as Paragraphs 'A' <sup>and</sup> 'B' <sup>and</sup> 'C', by way of erasure and interlineation, nunc pro tunc as of the date of the filing of their aforesaid answers herein.

And as., &c.,

*Martha W. Under*  
*Arthur P. J.*  
Solicitors for Petitioners

UPON THE AFORESAID PETITION, it is hereupon this 28<sup>th</sup> day of October 1929, by THE CIRCUIT COURT NO. 2 OF BALTIMORE CITY, ORDERED that the aforementioned petitioners and each and all of them, be and they are hereby authorized to amend their respective answers herein filed, nunc pro tunc as of the date of the filing of such answers, by way of erasure and interlineation thereto, by adding 'paragraphs 'A' <sup>and</sup> 'B' <sup>and</sup> 'C' as set forth in the foregoing petition to their respective answers hereinbefore filed, and it is hereby further ORDERED that such amendments and additions shall be considered as made upon the filing of this ORDER.

*E. Frank*

STENOGRAPHIC RECORD

IN THE MATTER OF

IN THE CIRCUIT COURT NO. 2 OF BALTIMORE CITY.

ALL SAINTS EVANGELICAL  
LUTHERAN CHURCH OF BALTIMORE  
CITY,

vs.

GEORGE D. AHLING, et als.

Before: BRANK, J.

Docket A-51, 1929.

145

(INDEX INSIDE)

No 165324  
43

TRANSCRIPT FROM NOTES OF

CLARENCE P. GOETZ

Official Court Reporter

EQUITABLE BUILDING  
BALTIMORE, MD.

Ad 3 January 1930

## INDEX OF WITNESSES.

---

Witness	Direct	Cross	Redirect	Recross.
Vogt, Henry,	3	44		
Storm, W. Oliver,	51	65-67	75	
Hessey, John H.	78			
Fuchs, William, Jr.	94	107		
Zimmerman, George F.	123	128		
Hessey, John H. (resumed)	141	164		
Young, Elizabeth.				

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IN THE CIRCUIT COURT NO. 2 OF BALTIMORE CITY.

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ALL SAINTS EVANGELICAL LUTHERAN :	:	BEFORE: FRANK, J.,
CHURCH OF BALTIMORE CITY,	:	
	:	
vs.	:	Docket A-51, 1929.
	:	
GEORGE D. AHRLING, et als.	:	

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Thursday, October 24th, 1929.

The above entitled cause came on for hearing before his Honor, Judge Eli Frank, on Thursday, October 24th, 1929, at 11 o'clock A. M.

Mr. Henry Vogt appeared in behalf of the plaintiff.

Messrs. James J. Carmody, Walter C. Mylander and Nathan Patz appeared in behalf of the various defendants.

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Opening statement made on behalf of the plaintiff by Mr. Vogt.

Opening statements made on behalf of the defendants represented by Mr. Mylander and Mr. Carmody.

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MR. VOGT: Your Honor, I wish to offer some formal proof as to the titles of the property, particularly against

those defendants as to whom decrees pro-confesso have been taken.

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Thereupon - - -

HENRY VOGT,

a witness of lawful age, produced on behalf of the plaintiff, having been first duly sworn according to law, was examined and testified as follows:

DIRECT EXAMINATION.

THE WITNESS: I have been engaged in the practice of law for fifteen years and have examined a large number of titles to fee simple and leasehold property in Baltimore City during that time. In connection with this case, I have examined titles of the properties on the north and south sides of West Franklin Streets, between Arlington Avenue and Carrollton Avenue-- I should say the 1100 block West Franklin Street. Mr. Carmody, will you admit the leasehold interests of the various parties, it will save me a great deal of detail.

MR. CARMODY: I will admit anything to expedite the case, I do not think you would produce anything that was not right.



THE WITNESS: Well, let me go into the titles against those defendants against whom decrees pro-confesso have been taken. No. 1116 West Franklin street at the time this Bill of Complaint was filed was in the name of Michael W. and Nanna L. Leary, both of whom executed this neighborhood agreement. Properties 1120 West Franklin Street at the time this neighborhood agreement was executed in February, 1924, on or about that time was in the name of Mary J. Worthington, she having acquired it from Charles T. Kaiss on April 28th, 1920, subject to a ground rent of \$60. On October 1st, 1925, Mary J. Worthington deeded property 1120 to Joseph F. Gerlach, he being a defendant in this case, and Mrs. Worthington having executed the neighborhood agreement. This time, in connection with 1122 West Franklin Street, at the time the neighborhood agreement was executed property 1122 West Franklin Street was owned by Mary L. Freeburger, Herbert H. Freeburger, Clinton J. Freeburger, Elizabeth P. Freeburger and Marie F. Buckley, being the heirs of Solomon H. Freeburger and Mary Freeburger, and on February 12th, 1929, they conveyed their leasehold interest in an estate in and to 1122 West Franklin Street to Vincenzo Genco, who is a party defendant in this proceeding. Property 1101 West

Franklin Street on September 8th, 1927, was mortgaged by Joseph G. and Regina Gunther to Carrollton Land & Loan Association, which is a party defendant in this suit; Mr. and Mrs. Gunther are both parties to the neighborhood agreement, the Carrollton Land & Loan Association having acquired this mortgage after the recording of the agreement. 1107 West Franklin Street, in February, 1924 was owned by Frederick J. Scott, under a deed to him from Helene B. Baker, dated December 23rd, 1925. It is Frederick J. or Frederick I. Scott, I don't know which.

THE COURT: Well, then, he did not own it in February 1924, did he-- December 23rd, 1925?

THE WITNESS: That is right, 1925. On December 24th, 1925, Ellen J. Scheckells leased the property for the term of 99 years to Helene B. Baker and Ellen J. Scheckells, together with her husband, both having executed the neighborhood agreement; the husband having since died, leaving her the sole owner. I will go back to 1105 for the moment. 1105 was acquired by William H. Leonhauser and Rachel Leonhauser, on June 4th, 1926, subject to a ground rent of \$65.; Esther Block acquired the property from Rose I. Loeffler on April 16th, 1924, subject to a ground rent of \$65.;

Esther Block having executed this neighborhood agreement. The owners of 1113 and 1115 West Franklin Street do not appear to have executed the agreement. The present owners of that property are Jacob and Nathan Voloshen, but they did not own it at the time, the title at that time was in the name of Mary R. Yoeckel, she in turn conveyed it to Gross Grant Real Estate Company and they to Nathan and Jacob Voloshen. 1119 West Franklin Street was owned by Louis Friedman at the time this neighborhood agreement was signed and he executed a mortgage on August 23rd, 1922, to Mechanics Lexington Permanent Building & Loan Association, which mortgagee was not a party to the agreement and which the mortgagee still appears-- is still unreleased of record.

THE COURT: Did Friedman sign it?

THE WITNESS: Friedman signed but not the mortgagee.

THE COURT: Friedman signed after the mortgage was made.

THE WITNESS: The mortgage was made on August 23rd, 1922, that is the date of the mortgage, and the mortgageor alone signed but not the mortgagee.

THE COURT: So that the mortgage is not subject to it.

THE WITNESS: The mortgage is not subject to it. As to property 1123, the defendants admit-- I think Mr. Mylander's clients, Catherine Plitt and Josephine F. Frisky and John S. Cassell admit the title of the property as in them.

THE COURT: What is their attitude in the case.

THE WITNESS: They in their answer admit the ownership of that property.

MR. MYLANDER: They ask that the whole agreement be set aside.

THE COURT: Yes, they consent to the relief.

MR. CARMODY: Your Honor, I do not think they consent to the specific relief asked in the bill, they want the whole thing set aside.

THE WITNESS: 1125 West Franklin Street is owned by George H. and Ethel P. Mueller, and they executed the neighborhood agreement.

THE COURT: Are they contesting this case.

THE WITNESS: They are contesting, yes, sir. 1127 West Franklin street is now owned by Catherine M. and Anthony Scholtholt, they having acquired title on March 30th, 1922, from Stoner E. and Catherine C. Waidner, and

on March 7th, 1925, executed a mortgage to the Mutual Help Building & Loan Association, which was recorded on March 7th, 1925, and the mortgagee is not a party to this proceeding.

MR. MYLANDER: And which mortgagee I represent.

MR. CARMODY: That does not help them though.

THE WITNESS: On March 7th, 1925, that mortgage was recorded.

THE COURT: Is the association a party to this proceeding.

THE WITNESS: The mortgagee is not a party.

MR. MYLANDER: We will gladly become a party, your Honor, I represent them as attorney of the association.

THE COURT: If you make application I will pass upon it.

MR. MYLANDER: All right, your Honor, we will file it in the course of the proceeding.

THE WITNESS: 1129 is owned by Ellen J. Sheckells, her husband, Richard N. Sheckells having died prior to the filing of this bill. 1131 is owned by Rose Grossman Kolodner-- it should be Rose Kolodner Grossman. She signed the neighborhood agreement as Rose Kolodner in conjunction with her

husband, who is dead, and she has since married Louis Grossman, who is the owner of 1145 West Franklin street at the time this agreement was executed and Lena Grossman having died before the marriage to Mrs. Kolodner. 1133 West Franklin is owned by Albert R. and May Eyll Conrad, against whom a decree pro-confesso has been taken, subject to a ground rent of \$49. 1135 and 1137 West Franklin street are owned by Herbert H., Mary I., Clinton J., Elizabeth R. Freeburger and Marie F. Buckley, they having signed the neighborhood agreement and being the heirs of both Marie H. Freeburger and Solomon H. Freeburger. 1137 I included in 1135. Now, one of those properties is in fee, 1139 is now owned by W. Martin and Clara D. Timanus. They executed the original neighborhood agreement and are parties to this proceeding. 1141 is owned by Anne C. Jeffers, who has a life estate under the Will of Anne Pumphrey. She is now 81 years of age.

MR. MYLANDER: Did the remaindermen sign that?

THE WITNESS: They did not.

Q So that Anne C. Pumphrey is the life tenant of that property?

A The life tenant being the mother <sup>in law</sup> of Mrs. Martha C.

Jeffers, the daughter of Louise Cordell. That should be 1143, your Honor. 1143 is owned under the conditions I mentioned, but 1141 is the one owned by Rose Kolodner Grossman.

THE COURT: You said 1131 belonged to her.

THE WITNESS: I have my notes here but I am running ahead of my notes. 1131 is owned by Mrs. Rose Kolodner Grossman, that is correct.

THE COURT: Then she owns both of them?

THE WITNESS: Let me correct myself as to 1141. 1141 is not owned by Mrs. Grossman. 1141 is owned by George A. and Katie Heiderman, who signed this original neighborhood agreement under the name of Katherine Heiderman, both of them having signed the agreement. 1145, as I specified before, is now owned by Mr. Louis Grossman, his wife Lena having died. As to the remainder of the property on the north side of the street, 1100 block West Franklin Street, is owned by Louis and Fanny Hausman under an assignment to them dated June 9th, 1926, from Leon and Fannie Schiff, both Mr. and Mrs. Schiff having executed this neighborhood agreement. 1102 West Franklin street is owned by Mrs. Nora Doyle under an assignment to her dated August 28th, 1923, conveying

to her a life estate, with remainder to her son Bernard J. Doyle, and Bernard Doyle originally mentioned in this proceeding, I think a decree pro-confesso has been taken against Bernard J. Doyle. The remaindermen did not sign the neighborhood agreement. 1104, 1106, 1108, 1110 and 1112 West Franklin street at the time of this alleged instrument was signed were owned by Concordia Evangelical Lutheran congregation of Baltimore City in fee simple.

THE COURT: Are they occupied by the church edifice?

THE WITNESS: The church edifice occupies 1106, 1108, 1110 and 1112 and the church parsonage occupies 1104. 1114 West Franklin Street on August 20th, 1924, was owned by Isadore M. Bloom. That was prior to the execution of the paper. On March 3rd, 1925, Isadore M. Bloom assigned to the Realty Centre, Incorporated, the Realty Centre Incorporated, I think, having signed the neighborhood agreement. On March 3rd, 1925, Realty Centre, Incorporated, mortgaged the property to Benjamin Gordon for \$2,000., which mortgage has subsequently been foreclosed and the property conveyed by Jacob L. Cardin, Trustee, to Harry Craven on April 8th, 1927; Craven was not a party to this agreement, of course.



THE COURT: But he took it subject to the agreement.

THE WITNESS: No, on March 3rd, 1925, this mortgage was executed. It was recorded on March 4th, 1925.

THE COURT: Was that before the agreement?

THE WITNESS: Before the agreement was recorded.

MR. CARMODY: February 16th.

MR. MYLANDER: Yes, but it is the date of recording that counts as against mortgagees or buyers.

THE WITNESS: 1118 West Franklin Street is now owned by Carl and Mary E. Kretzler, subject to a ground rent of \$60. They are parties to the agreement and parties defendant in this cause. 1120, I believe I mentioned that as being owned by Joseph F. Gerlach, against whom a decree pro-confesso has been taken. 1120 at the time the agreement was executed was owned by Mary J. Worthington and she, on October 1st, 1925, having assigned to Joseph F. Gerlach, against whom a decree pro-confesso has been taken. As to properties 1124, 1126, 1128, and 1130, they are owned by defendants who admit the title is in them in their answer and who confess to the ratification of the agreement. Those four properties are in the names of-- no, I don't think I went into that phase of those titles because those titles

are admitted in the answers, they are admitted to be the clients of Mr. Mylander and I did not go into the titles of those properties. I do not know whether I have omitted any, your Honor.

THE COURT: You omitted 1122.

THE WITNESS: I stated that property was owned in the name of Vincenzo Genco after the filing of this Bill of Complaint, which deed was recorded February 12th, 1929.

Q (By Mr. Mylander): Is that all your titles?

A Yes, that embraces all the titles to those properties.

Q Now, Mr. Vogt, can you tell of your own knowledge which of those properties are now occupied by colored people?

A 1114 occupied by colored people.

Q That is the property which you described and which you have given the history of the title as having been mortgaged by the Realty Centre, Incorporated, to Benjamin Gordon for \$2,000. by mortgage dated March 3rd, 1925, and recorded March 4th, 1925?

A That is correct.

Q And the date of this paper, have you that before you-- it was March 24th, was it not?

A You mean the recording of the neighborhood agreement?

Q The recording of the neighborhood agreement?

A March 24th, 1925, a period of twenty days later.

Q Can you tell us what happened to that mortgage from the Realty Centre, Incorporated, to Benjamin Gordon?

A It was foreclosed by Jacob L. Cardin, Trustee, and he had it conveyed to Harry Craven, in whom the title now stands.

Q And that was free and clear of the neighborhood agreement?

A That is correct.

Q So that that property is occupied by colored people and is outside of the instrument, is that correct?

A Yes, sir.

MR. CARMODY: I object to that.

THE COURT: You mean as a conclusion of law?

MR. CARMODY: Yes, as a conclusion.

THE COURT: I suppose that is right, Mr. Mylander.

Q It has been occupied by colored people how long?

A I should say-- as far as I know it has been occupied by colored people for a year, as far as my knowledge goes.

MR. CARMODY: I move that be stricken out, all that is outside of the agreement.

THE COURT: Yes, I will strike that out.

Q There are one or two you haven't given us the title of, or have you given title to all?

A It is possible I may have overlooked some. My records are very voluminous and I went over them hastily.

THE COURT: Do the numbers run up to 1130 on the even side?

THE WITNESS: I have a plat, if your Honor would like to see it.

THE COURT: Yes, I think that might help me.

Q Was that copied from the Atlas?

A That was copied from the Atlas with a memorandum as to the titles.

Q That gives the house numbers on that street?

A That gives the house numbers and the owners of the properties and the parties against whom decrees pro-confesso have been taken I have marked D. P. in red letters.

MR. MYLANDER: I understand this is by consent of counsel introduced in evidence.

THE COURT: Have you any objection, Mr. Carmody.

MR. CARMODY: I have no objection. The attorney states it is correct and I will certainly take his word for it.

THE WITNESS: It is correct, I assure you.

Q I know that you have marked on this plat, Mr. Vogt, a property which has apparently a long boundary on Franklin street, it is marked as 501 Carrollton Avenue. Is that colored or white?

A That is occupied by a store on the lower floor.

Q That is one of Crook's stores, isn't it?

A That is one of Crook's stores.

Q Who occupies the second and third floor, can you tell us?

A I do not know, sir.

Q Do you know if they are colored or white, if you know?

A I say I don't know.

Q Do you know how the entrance is arrived at to the second and third floor of that building?

A The entrance to that building, to the upper stories as to the rear of the first floor is on West Franklin street.

Q And the second and third floors have no front entrance to Carrollton Avenue?

A None whatever, the store occupies the entire Carrollton Avenue entrance or front.

Q Can you tell us who are the occupants of 1113 and 1115, that is, whether or not they are colored or white?

A Now, that property was advertised for sale to colored people and is not bound by this agreement, your Honor. But as to who are actually in there at this time, I don't know.

Q They have never signed the agreement?

A They have never signed the agreement and it was advertised for sale to colored people by B. J. Frederick & Brother.

Q Now, you further say that you found a few of these properties owned by a life tenant and not by the remaindermen and mentioned in that connection 1102 as signed by---

A Nora J. Doyle, life tenant.

Q And the remaindermen did not join in on the signatures of the paper?

A Nora J. Doyle did not join in.

Q Now, you mentioned also another property---

A Let me see the agreement first.

(Paper handed witness).

A I said Mrs. Doyle signed this paper. I don't off-hand see her signature on it. Purports to bind that property 1102.

MR. CARMODY: The third name from the top, Nora Doyle, is that the one you are looking for?

THE WITNESS: This paper is not signed in that order. Gunther is the first one.

Q That is it on the last page, Mrs. N. Doyle?

A I skipped the entire page, Mrs. N. Doyle signed the paper.

Q And that is the life tenant?

A That is the life tenant alone.

Q The life tenant alone?

A Yes, sir.

Q That is 1143?

A No, 1102.

Q Now, go to 1143, 1143 you say is the property which was signed by Mrs. Jeffers, life tenant, who is 81 years old?

A That is correct.

Q And the remainderman did not sign that?

A He did not.

Q So that we have a situation here-- can you tell us whether the frontage of this property which you have marked 501 Carrollton Avenue, to the rear of that property on

Franklin Street as to the second and third floors, the only entrance is by way of Franklin Street, whether they had signed this agreement?

MR. CARMODY: I object. It isn't on the block and is not included in the bill.

MR. MYLANDER: We claim it is in the block.

A It is in the block, No. 127 on the Land Records and the entrance to the second and third floors of that property is exclusively on Franklin Street.

MR. CARMODY: Do they face on Franklin Street?

THE WITNESS: Yes, the windows of that house all face on Franklin street.

MR. MYLANDER: They also have windows on Carrollton Avenue.

MR. CARMODY: Is it a corner property?

THE WITNESS: Northeast corner of Carrollton Avenue and Franklin Streets, but has a frontage, I would say, on Carrollton Avenue of eighteen feet and runs back on Franklin street one hundred and twenty feet, the short dimension being on Carrollton Avenue.

THE COURT: What would ordinarily be known as the properties on Carrollton Avenue?



THE WITNESS: Yes, sir.

Q As I understand your statement, the store faces on Carrollton Avenue?

A That is correct.

Q But the only entrance to the rear portion of the first floor and to the second and third floors, all rented out, is on Franklin Street?

MR. CARMODY: I object.

A That is correct.

THE COURT: The form of the question is bad, but he has already testified to it. There are some things put in there that the witness does not seem to know about.

MR. MYLANDER: It is simply a fair statement of the evidence, your Honor.

THE COURT: I do not think there is very much danger, I think, Mr. Carmody, it is probably substantially correct.

Q Now, Mr. Vogt, you say that that house binds on Franklin Street one hundred and twenty feet?

A Approximately, I have never measured it.

Q Can you tell from your title abstracts there the dimension of 1114?

A It begins 108 feet west from Arlington Avenue and

runs west twelve feet, with a depth of eighty two feet, a rectangular lot.

Q Have you anything in your title abstract showing the width of 1113?

A 1113, it seems there is a strip of land between 1113 and 1115 of one foot three inches in width, which I presume was originally brought into the title to correct the lots, from the records it would appear that each of those lots 1113 and 1115 are each fifteen feet wide-- one is fifteen feet and the other is fifteen feet, three inches, with a depth of one hundred and forty two feet.

THE COURT: Which has the three inches?

THE WITNESS: 1113 is fifteen feet, three inches and 1115 is fifteen feet in width with a depth of one hundred and forty two feet.

Q Now, 1143?

A I don't know what is in back of those lots.

Q Can you give us the width of 1143?

A Thirteen feet width by a rectangular depth of eighty four feet. That title dates back to 1874.

Q 1102 is the life tenant's title?

A 1102.

Q Can you give us the width of that?

A Paul R. Johannsen assigned that property to Nora Doyle for the term of her life and no longer, with remainder over to her son Bernard J. Doyle.

Q What is the front?

A That lot is twelve feet wide by a depth of fifty six feet, four inches.

Q Now, the counsel for some of the defendants mentioned 1105 in his opening statement as being occupied by colored people. Have you any reference to that?

A I think he is mistaken in that statement.

MR. CARMODY: I think I am mistaken, yes.

THE WITNESS: 1105 is owned by Leonhauser. Block executed the agreement. At this time I don't know if I mentioned 1109, Mr. Carmody. 1109 is owned by Agnes R., Mary E., and Katherine A., and Loretta G. Dowd, who owned the house at the time this agreement was signed and continued to do so at this time.

MR. CARMODY: They signed the agreement?

THE WITNESS: I think so.

Q Will you tell us the width of your church lot, including the parsonage, 1104, 1106, 1108, 1110 and 1112?

A The church building on 1106, 1108, 1110 and 1112

West Franklin street has a width of fifty-six feet on Franklin Street, with a depth of some fifty-eight feet. Now, the parsonage, 1104, has a width on Franklin Street of sixteen feet, with a depth northerly of fifty-eight feet.

Q You have not stated in all of these cases which are fee simple and which are ground rents?

A I can tell you that.

Q Give us which are leasehold and which are fee simple?

A 1100 West Franklin street is leasehold.

Q The ground rent is how much?

A I do not find a memorandum of that ground rent. The ground rent on the next door property-- I am afraid I don't know what that ground rent is. It is leasehold property.

Q All right, take the next.

A 1102 is leasehold, having a ground rent of \$66.

Q And did that ground rent owner join?

A He did not.

Q Go ahead?

A I can tell you the owners of the ground rent on 1100, the ground rent on 1100 did not join. 1104---

MR. CARMODY: What is his name, do you know?

THE WITNESS: I am afraid my records are not complete in that respect, Mr. Carmody.

Q Now, 1104, that is the church parsonage?

A 1104 is in fee simple.

Q And 1106, 1108, 1110 and 1112, that is all the church and that is all fee simple?

A That is all fee simple but at the time this agreement was executed there was a mortgage on the church, to give the complete data.

Q For a big amount?

A It had been paid down. I understand it was a mortgage of \$3,000. to the Hopkins Place Savings Bank.

MR. CARMODY: Wasn't that burnt up before that date?

THE WITNESS: Not before the execution of this agreement or this paper, that was subsequent.

Q Was it before the recording of this agreement?

A It was not. At the time this agreement was executed the mortgage was unreleased of record and unpaid. There was some part still remaining open.

Q Now, let us take 1114 and 1116?

A 1114 has a ground rent of \$160. upon it and the

reversion or ground rent owner did not join.

Q That is the property which you say is occupied by negroes?

A That is the property that is occupied by negroes. 1116 has a ground rent of \$60. upon it.

Q Did the ground rent owner join?

A He did not. 1118 has a ground rent of \$60., the reversionary or ground rent owner did not join. 1120 has a ground rent of \$60. and the reversionary did not join. 1122 has a ground rent of \$60. and the reversionary did not join. As to the south side of the street, 1126, 1128 and 1130, they are in fee simple.

Q Now, 501 Carrollton Avenue, which binds also on Franklin Street, you have already told us they were not parties to the agreement at all?

A They were not parties to the agreement either as to the leasehold estate or any other estate in that property.

Q Now, take 1101?

A 1101 is leasehold property.

Q Ground rent how much?

A No, that is in fee simple, they subsequently---  
let me straighten out my notes. 1101 is leasehold property.

Q Ground rent how much?

A My records do not contain that.

Q Did the ground rent owner join?

A No, he did not join.

Q 1103?

A 1103 is leasehold property.

Q Ground rent how much?

A I think the ground rent on that is \$60.-- \$65.

Q Did the ground rent owner join in the agreement?

A He did not.

Q 1105?

A 1105 has a ground rent of \$65.--- one of these parties took a conveyance of the reversion, I don't want that mistake overlooked. I don't know whether it is 1105 or not. 1105 is leasehold property with a \$65. ground rent.

Q Did the ground rent owner join in the agreement?

A He did not.

Q 1107?

A Ground rent \$65.

Q Did the ground rent owner join?

A He did not.

Q 1109?

A 1109 is the matter which has been troubling me. That was originally in leasehold but the reversion was yielded up and surrendered, being in fee.

Q Now, 1111?

A That is a leasehold property.

Q 1113 and 1115 you have marked on this as negroes?

A 1113 and 1115 are negroes.

Q Now, 1117?

A 1117 is leasehold property.

Q Did the ground rent party join?

A He did not.

Q 1119?

A 1119 is leasehold property. 1121--

Q Did the ground rent party join?

A The ground rent owner did not join. 1121 is leasehold property and ground rent \$48.; the reversionary did not join.

Q You are giving us these ground rents as all being open at the time of the making of this agreement, are you, Mr. Vogt?

A Absolutely.

Q And they are still open at the present time excepting



where you state to the contrary?

A Yes, that is correct.

Q Now, proceed.

A 1123, the title to that property has been admitted.

Q That is Cassell?

A That is Cassell, that is a leasehold property.

Q Is the ground rent owner a party?

A He did not join in the conveyance.

Q 1125?

A That also-- no, I cannot tell as to that. There is an assignment and it appears to be leasehold property. I did not see a conveyance of the reversion. That is leasehold also.

Q Did the ground rent owner join?

A No, he did not.

Q 1127, that is the Scholtholt title?

A That is the leasehold, the reversionary did not join.

Q 1129?

A 1129 is leasehold and the reversionary did not join.

Q 1131?

A Is leasehold and the reversionary did not join.

Q Was the 1131 ground rent open at the time the agree-

ment was made?

A That is correct, sir.

Q 1133?

A Leasehold.

Q Did the ground rent party join?

A No, he did not.

Q 1135?

A 1135-- one of those titles is in fee, 1135 is leasehold property; the ground rent owner did not join. 1137 is fee simple property.

Q Now, 1139?

A 1139, I think that is leasehold property.

Q 1141?

A 1141 is fee simple property but only the owner of the life estate joined in this conveyance.

Q Now, 1145--

A That is leasehold property with the life estate, that is the Jeffers property.

Q No, 1143 is the Jeffers property?

A 1143, that is also leasehold.

Q 1145?

A I don't know if that is leasehold or fee.

Q Now, according to your statement here, Mr. Vogt, every one of the parties in that block where the property is subject to a ground rent, not a single one of the reversionary owners join in this agreement?

MR. CARMODY: I object.

THE COURT: That is simply a statement. You might ask the question. The form of the question is bad but it is only summing it up.

A That is absolutely correct, where there is a ground rent, the ground rent owners did not join in this conveyance.

Q You have mentioned heretofore 1114, which was foreclosed under a mortgage, now occupied by colored people; 1113 and 1115 have never signed the paper and occupied by colored people; 1143, which was signed by the life tenant only; 1102, which was signed by a life tenant only; now, there were some other properties which you mentioned which were subject to mortgages, where the mortgagee did not join; one of them was 1127. What is the width of that property?

A 1127, there was a mortgage at the time this paper was recorded open on the property; that mortgage is to the Mutual Help Building & Loan Association.

Q Is that still open?

A It is still open.

Q What is the width of that property?

A That property is fourteen feet wide, with a depth of one hundred and forty two feet.

Q Now, let us take 1119. You say that was subject to a mortgage and the mortgagee did not join, is that right?

A On August 23rd, 1922, before the date of this agreement, Louis Friedman executed a mortgage to the Mechanics Lexington Permanent Building & Loan Association, which mortgage is still outstanding and unreleased.

Q What is the width of that?

A The width of that property is fifteen feet.

Q Are there any other properties which have unreleased mortgages on them that you have in your list outside of the ones that I have mentioned?

A Yes, sir, the Loyal Building & Loan Association; they held a mortgage on 1120, but that mortgage has since been released.

Q How much is that mortgage?

A I couldn't tell you that, sir.

Q That was open at the time of the execution of this paper?

A No, no, I am mistaken about that. Mr. Gerlach executed that mortgage after he had acquired the property, which was after this agreement was executed.

Q Any other open mortgages?

A None others open other than I have referred to.

Q To make certain of my figures here, I just want you to check up once more. You have told us that the frontage of that property 501 North Carrollton Avenue, which has an entrance on Franklin Street, and which is the only entrance to the upper floors, rented out, was 120 feet on Franklin Street?

A That is correct, sir.

Q You have told us that 1114, according to your title records, has a frontage of twelve feet; 1113 Franklin street a frontage of fifteen feet, three inches; 1115 a frontage of fifteen feet; 1143 has a frontage of thirteen feet; and 1102, another life interest, a frontage of twelve feet. Am I right on that, twelve feet?

A 1102 has twelve feet, that is correct.

Q Now, 1127, where there is an open mortgage and did not join, has a frontage of fourteen feet?

A 1127 has a frontage of fourteen feet.

Q And 1119 has a frontage of fifteen feet. Now, the church frontage combined, amounts to how much?

THE COURT: He has given us that, seventy two feet, fifty six and sixteen, that is two hundred and eighty eight feet, the sum total of frontage. You make it two hundred and eighty eight feet of non-assenting properties, either non-assenting or mortgagees, including the church, which says that they never executed.

Q Have you any list of how many houses subject to a ground rent where the ground rent owner did not join?

A I did not compile a list.

THE COURT: Suppose you do that by half past one.

Q Mr. Vogt, do you know anything of your own personal knowledge as to any change in occupancy since the date of this agreement in this block?

A Since the date of the agreement in what respect?

Q Let us say if a house gets vacant, how does the new tenant compare with the old tenant or occupants, if you know anything about it of your own knowledge; if not, say so.

(Question objected to).

THE COURT: I think that is very indefinite, gentlemen, his opinion of the character of the new tenant as com-

pared with the old.

MR. MYLANDER: If he has any knowledge as to the changed conditions of occupancy prevailing, whether there has been a changed occupancy, how does the general run of this changed occupancy compare with the occupancy prior to the agreement.

THE COURT: Can you answer that?

A I can, your Honor. As to 1103 West Franklin Street, which is the Ahrling property, those people vacated the property there before the filing of this bill of complaint, and they had a most difficult time getting a tenant into the property. As to the church properties, those properties are vacant and have been vacant since about the last part of December.

THE COURT: The church property?

THE WITNESS: Yes, the church property is unoccupied. The equipment is in there but the services are not being held there.

MR. CARMODY: I move that be stricken out.

THE COURT: What is the objection.

MR. CARMODY: The objection is that the question was as to changes of occupancy.

THE COURT: What Mr. Vogt states is that the change made there is that they are no longer using the property, it is vacant.

THE WITNESS: It is vacant and for sale. If you will permit me to follow it up--

THE COURT: I think we will take a recess and follow this up at half past one.

(Recess from 12.30 until 1.30 P. M.).

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AFTER RECESS (1.30 P.M.)  
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Thereupon - - - - -

HENRY VOGT,

whose examination was suspended for the purpose of taking the noon recess, resumed the stand for

DIRECT EXAMINATION (Continued).

By Mr. Mylander:

Q Mr. Vogt, at the time of adjournment for recess, you were telling us about the changes that have taken place in the block since the date of signing this paper?



A Yes, sir.

Q Now, you had proceeded on the north side as far as the church property and you were telling about the church property when the adjournment was taken. Will you proceed with your answer?

A I started to say something with respect to the church not being-- not holding their services in that building at this time. The equipment is all in there but the Concordia people have consolidated with the All Saints people. The property has been offered for sale and no one but colored people offered for it and those offering for it when informed of this restrictive agreement will not enter into negotiations for its purchase.

Q How about the parsonage?

A The parsonage is still vacant. The same thing applies to the parsonage and more particularly. White tenants will not apply for it and there have been no white applications for it and, of course, the colored applicants have been legion but on account of this restrictive agreement, are no longer interested when confronted with it and will not consider going in there.

Q It appears that there are not very many houses in that block which are held for rent, judging from your state-

ment it is made up principally either of old owners or some who have come in since then, but notwithstanding all that, there are a considerable number of houses for rent, are there not?

A Those houses which become idle are difficult to dispose of and only to a certain character of tenants who will rent only at a reduced rental.

Q Can you get a fair type of tenant in that block even at a reduced rental?

A No, it is difficult to get a fair type of tenant, it cannot be done.

Q People who rent houses-- white people who rent houses, what is their reaction based upon your observation in that block to living next door to colored people?

(Question objected to).

MR. MYLANDER: Based upon his observation.

THE COURT: Mr. Vogt can tell of his own personal experience.

MR. CARMODY: That is the very thing in this case. I don't want to prolong it one minute, I am very anxious to get through with it and if the question could be framed without argument, I would not object to it at all. I object

to the form of the question.

THE COURT: Mr. Mylander wants Mr. Vogt to tell simply his experience in this matter.

MR. MYLANDER: That's all.

A That relates to the church property, to the parsonage, to 1114 West Franklin Street, to 1143 West Franklin, and to 1105, the house which Mr. Ahrling occupies--- 1143 they had a difficult time in obtaining a tenant, they had a difficult time in obtaining a tenant for 1105 and only at a reduced rental and only a tenant who would welcome living in the same block with colored people, would take it only on that consideration, at a reduced rental. At 1143 the same conditions prevail. 1114 is occupied by negroes, just next to the church---

Q Do you know anything of properties 1124, 1126, 1128 and 1130?

A I do know that those houses have had a "For Rent" sign on them, one or two, for some length of time, a "For Rent" sign was on one or two of them. I am not sure. 1113 or 1115--- no, 1117 had a sign on it which seemed to drag along and nothing could be done with it.

Q So that it is impossible---

(Objected to).

Q Let me finish the question, please, won't you, Mr. Carmody. State whether or not it is possible to replace any old residents when the house is vacant with the same type of people that occupied it at the time of this agreement?

(Question objected to).

THE COURT: I think the form is bad. You might ask him how the replacements compare with the former tenants.

Q How do the replacements generally compare with the occupants at the time of this agreement?

A The replacements are of a different character altogether. The replacements in Ahrling's, for instance, they have moved out into the suburbs, and, of course, the type of tenant coming there is of the rental class, who is willing to take a house at a reduced price to live in a section which is surrounded by colored people. It is a different type altogether. There aren't so many of the old neighbors in this block, a number of those houses are rented out, quite a few.

Q About how many of the old occupants are still there, can you tell us?

A Those living in their homes who are parties to this proceeding, I don't think there is more than ten families at

the most.

Q This old lady of eighty some years who signed as a life tenant, she is one of the old occupants, isn't she?

A No, she doesn't live there, she lives with her daughter out on Edmondson Avenue.

Q She formerly lived there, didn't she?

A Sometime back she did, I don't know just when, but I do know they are not living there at this time.

Q Now, Mr. Vogt, the Court has asked you to make a rough analysis-- not a rough analysis, but an exact analysis, giving a detailed statement of how many of the properties in that block are subject to ground rent where the ground rent owners did not join in this agreement?

A This resume based on my memorandum of title is as follows: 1103, 1105, 1107, 1111, 1117, 1119, 1121, 1123, 1125, 1127, 1129, 1131, 1133, 1135, and 1141 are all leasehold titles and aggregate two hundred and thirty one feet, eighteen inches, or two hundred and thirty three feet, six inches on the south side of the street, and 1143, the life tenant's property, is thirteen feet, making a total of two hundred and forty six feet, six inches on the south side. There is to be added to that thirty feet.

THE COURT: That is the aggregate feet on the north side.

THE WITNESS: On the south side we are speaking of.

THE COURT: How much is it?

THE WITNESS: On the south side it is two hundred and forty six feet, six inches of leasehold property, including one life tenant.

Q In the two hundred and forty six feet, six inches you are including thirteen feet which you have pointed out as an inadequate joinder before?

A That is right.

Q The rest include all the properties not included in our previous totals of inadequate joinder?

A Except 1113 and 1116 having a total of thirty feet, which is not bound in any way by this agreement, making a total of two hundred and seventy six feet, six inches of the one life tenant, the leasehold property and the two houses which don't attempt to come into this agreement. That is on the south side.

Q What is the total length of the south side?

A Three hundred and forty one feet, ten inches.

Q Where did you get that?

A The three hundred and forty feet, ten inches I took as the total of the widths from the plat at the Appeal Tax Court that I checked off with these other dimensions and they don't vary more than one or two inches at the most.

Q Now, take the north side?

A The north side of the street, 1100---

Q Do we start out with the same length of feet on the north side, three hundred and forty one feet, ten inches?

A There is a twenty foot alley which bisects the north side.

Q So on the north side the total frontage is reduced by twenty feet, the width of Carlton Street, is that correct?

A That is correct.

Q Is that twenty or twenty five feet?

A The alley is twenty feet, but there is another five foot alley to the east of Carlton Street, making a total of twenty five feet for the alleys to come out.

Q So that makes the net frontage on the north side of the street three hundred and sixteen feet and ten inches, is that right?

A That is right, sir.

Q Can you give us the ground rent and the leasehold ownerships, the aggregate there?

A I have gone over my memoranda of title again and I am in a position to state that the first lots on the north side, 1100, 1102, 1114, 1116, 1118, 1120 and 1122.

Q Did any of those ground rent owners join in?

A None of them. The total frontage is eighty five feet. The church property is in fee but there is a mortgage on it which was on it at the time the agreement was recorded, which the mortgagee did not sign, and the width of the church property is seventy four feet, making a total of one hundred and fifty nine feet.

Q There was a failure to join in all the ownerships?

A To join in all the ownerships on the north side of the street. That takes everything up to Carlton Street. I have not considered the properties owned by the Mylander family and that at the corner of Carrollton Avenue and Franklin Street, which comprises the westernmost half of the block on the north side of the street.

Q Did you notice the ground rent on the corner of Carrollton Avenue and Franklin Street owned by the Mylander interests?



A I did not.

THE COURT: Does that one hundred and fifty nine feet, including the church property, embrace the whole of the easternmost half of that block or is there some property that comes out of there?

THE WITNESS: That is the entire easternmost half, your Honor, on the north side as in all of the interests included in the agreement.

THE COURT: That is the entire easternmost portion?

THE WITNESS: The entire easternmost portion on the north side.

CROSS EXAMINATION.

By Mr. Carmody:

Q What is the total frontage on the north side?

A Three hundred and forty-one feet, ten inches.

MR. MYLANDER: Less the alleys.

THE WITNESS: Less the alleys.

Q And the alleys are twenty five feet?

A That is correct. The plat which I filed does not show the five foot alley.

THE COURT: Well, it is shown here.

THE WITNESS: It shows the twenty foot alley, your

Honor.

THE COURT: The rear lines of the property 501 Carrollton Avenue is shown as being some distance from the westernmost line of the last Mylander property, I assume that is an alley.

THE WITNESS: No attempt was made to draw it at all exactly, the little alley divides it exactly in half, Carlton street.

THE COURT: I mean the five foot alley is immediately west of the Mylander property.

MR. MYLANDER: That is correct.

Q Have you a list of the total number of properties the owners of which signed this agreement on the north side?

A The owners of all interests---

Q Owners with any interest, either leasehold or fee simple?

A Well, with any interest, of course, the owners of the equitable interests with the right of redemption of those leasehold estates from the mortgage date on the north side of the street, the entire north side, from Arlington Avenue to Carlton Street and Mr. Mylander's four properties, I

should say some interest in each of those lots did execute the agreement.

Q In each and every one of the lots?

A Yes, some interests.

Q There is no exception on the north side. Now, on the south side?

A No, I should say there wasn't any exception to the north side other than to the church property. Some signatures were pinned to that agreement, that is the gist of our contention.

MR. MYLANDER: How about 1114.

THE WITNESS: 1114, the equity of redemption was open and the mortgage was foreclosed and in that way the agreement was not binding on that lot. As to the church, the Pastor appended his signature as well as the secretary but it was done with the authority, as likewise a seal was prepared to have been placed upon it. With that exception, the entire north side, outside of the corner lots 501 North Carrollton Avenue, which runs back a good distance on Franklin street, did sign the agreement.

Q Not to get too far away from what we have in mind, how many properties or owners of properties on the south

side signed this agreement?

A Do you mean the ordinary interests?

Q Any interests?

A Two houses, 1113 and 1115 did not sign.

Q Those two houses at that time were occupied by what people, white or black?

MR. MYLANDER: At which time?

MR. CARMODY: At the time the agreement was signed?

A I don't know when they came in there.

Q You don't know whether there were negroes in the block at the time this was signed or not?

A There was, I think, one family there, but I can't say as to both of those tenants there.

Q Which house was occupied by that one family?

A That was on the north side of the street, 1114--- no, that couldn't have been, 1114 came in after those at that time. I should say there were no colored families in the block when the agreement was executed.

Q At the time the agreement was signed weren't 1113 and 1115 a double house occupied by negroes and they were the only ones in the block, or do you know?

A I don't know that.

Q Well, summing up those who have signed the agreement, all signed it except two and those two were on the south side, is that right?

A Well, the properties--- someone purporting to hold an interest in each of those houses except two houses, did sign the paper, signed this particular paper.

Q That is what I meant?

A Yes.

Q Everything on both the north and the south side of the street at the time this paper was signed was signed by people who had some interest in the property, whether life estate, leasehold, fee simple or something?

A Leasehold, equity of redemption, life estate, or what not.

Q Are you in the real estate business, Mr. Vogt?

A I am not.

Q You don't know whether that church has ever been offered to white people or not, do you?

A I have done my best to get someone to purchase the property. As I outlined before, the applicants are legion of the colored variety, but absolutely none of the white

class. The entire district around there is black, it is physically impossible.

Q Did you ever offer it to a possible white purchaser?

A I couldn't conceive of any white congregation that would want it.

Q Wasn't there a Catholic Order that asked about that property?

A Absolutely not, not to me, sir. My sign has been on that property for a great many months and they never asked me about it.

Q You never heard about an out-of-town Catholic Order making inquiries about that property?

A I did not, sir.

THE COURT: Would you sell it to them now if they made a proper offer?

THE WITNESS: Your Honor, a proper offer I suppose it would be my duty to relieve my clients from the burden of this thing, if they were willing to take it over. St. Pius, I understand, wants to get away from there, just a few blocks away. How would another Catholic organization want to come there in the midst of it, I cannot conceive.

(Testimony of the witness concluded).

MR. VOGT: Mr. Carmody, as to the consolidation of these churches, are you willing to admit that or do you wish us to go through the formal proof?

MR. CARMODY: It is a matter of record, is it not.

MR. VOGT: It is a matter of record, we have the certificate filed in the church records of the City of Baltimore. Here is just a copy.

THE COURT: Is that a certified copy.

MR. VOGT: It is the original agreement filed in there, your Honor, the parties who executed it are here.

THE COURT: Let Mr. Carmody look at it and if he has no objection, it might just be admitted.

MR. CARMODY: I have no objection.

THE COURT: The only purpose is to show the title.

MR. VOGT: That title has devolved upon the plaintiff in this case. We offer that in evidence, your Honor. It is marked Complainant's Exhibit No. 1.

[Paper referred to was thereupon marked and filed in evidence as Plaintiff's Exhibit No. 2).

MR. VOGT: Now, as to the operations of the Concordia congregation, we have a pamphlet here in that form as to how the Concordia congregation should meet and so

forth.

MR. CARMODY: There is no objection.

MR. VOGT: The parties admit this printed pamphlet is a copy of the constitution and by-laws of the Concordia Evangelical Lutheran congregation at the time of this paper writing of February 16th was obtained. It is dated 1907.

THE COURT: You say they were in force at the time this agreement was signed.

MR. VOGT: The notary's certificate on there showing that the paper was properly executed and filed among the charter records of the City of Baltimore. It is a plan of consolidation and by-laws and this pamphlet was printed and distributed among the members. Now, article four, section six--- section six of article six in that pamphlet I wish to call to your Honor's attention as follows:

(Section referred to was thereupon read to the Court by Mr. Vogt).

Thereupon - - -

M. OLIVER STORM,

a witness of lawful age, produced on behalf of the plaintiff, having been first duly sworn according to law, was



examined and testified as follows:

DIRECT EXAMINATION.

By Mr. Vogt:

Q Mr. Storm, where do you live at this time?

A Towson, Maryland.

Q Where did you live around February, 1925?

A In Govanstown.

Q Were you or not a member of the Concordia Evangelical Lutheran Church at that time?

A I was.

Q Were you a member of the council in February, 1925?

A I was.

Q Will you tell us what this book is that I will hand you?

A It is a record of the meetings of the Church Council and the congregation.

Q Of which corporation?

A Of the Concordia Lutheran Church.

Q Mr. Storm, you say you were the secretary of the church for the year 1925, is that correct?

A 1925; yes, sir.

Q And you were a member of the council also, were you not, at that time?

A A member of the council.

Q Are these minutes for the year 1925 in your handwriting; is this the record which you prepared as a result of you--

A This is my record.

Q Will you look over your record and tell us what authority, if any, was passed by the congregation or the council authorizing you or the Pastor or anyone else to execute an agreement restricting the property from occupancy by colored people?

(Question objected to).

THE COURT: Why?

MR. CARMODY: An attempt is being made, your Honor, to introduce the minutes of the organization and if an omission was made in the minutes to record the regular meetings that were held to pass upon this particular question, if they are omitted from these minutes, we are not bound by them.

THE COURT: No, it is always competent for you to show they were omitted, but it is competent for the plaintiff to show that they were not omitted, that these minutes are

complete. You might ask him, for instance, whether all the meetings held during that time were in that book.

Q Is your record complete or not as to the meetings held during that time?

A They are.

Q Will you tell us whether or not there is any memorandum of any meeting held where any such authority was given or passed?

A There was no meeting held either by the council or by the congregation.

Q There was no congregational meeting held by the church members or by the council?

A That is right.

Q Now, Mr. Storm, I hand you this agreement purporting to restrict for the 1100 block of West Franklin Street against colored people. Will you tell me whether or not that is your signature on this paper, is that your signature on there?

A Yes, sir, that is.

Q Now, just read what is above your signature; is this in your handwriting?

A Concordia Evangelical Lutheran Church.

Q And where is your signature?

A Two lines below.

Q Is this your handwriting, "Concordia Evangelical Lutheran Church?"

A It is not my handwriting.

Q What is that there, is that the seal---

A This isn't the seal of the church. The seal was kept at that time by the treasurer in the safe.

Q Did you draw this design with the words "Corporate Seal" in there at the time?

A There was no seal there to put on and I did not draw it on at that time, I simply signed the paper and handed it back.

Q Mr. Storm, this paper is dated February 16th, 1925. If I told you that it was not Sunday, would you say it was correct?

THE COURT: Well, don't let him speculate on that.

Q Tell me in your own way what you know---

THE COURT: February 16th, 1925, was Monday. I will take judicial notice of that.

A I signed it on Sunday.

Q Will you tell the circumstances surrounding the exe-

cution of this paper by you, Mr. Storm?

A It was after church services and I lived in Govans and I was on my way home at the time. I was one-half square from the church when I was called back. When I went in, Mr. Berger, Reverend Young and Mrs. Young were in the church---

Q Which Mrs. Young, do you mean the notary Mrs. Young, is that correct?

A This lady over here (indicating).

THE COURT: You were called back to the church, the Reverend Young was there. Who else?

THE WITNESS: Mr. Berger.

THE COURT: And Mrs. Young did you say?

THE WITNESS: Yes, sir.

THE COURT: And you were there?

THE WITNESS: Yes, sir.

Q What had happened to the congregation that morning, if anything?

A This was after the service and there was no one else in the church.

Q And you were called back, and what, if anything, was said to you there?

A The only thing that was said to me, I was called

back to the sacristy and told to sign this paper, that is what-- the first agreement I found there, that is what was told me, and this was another agreement.

THE COURT: Who told you that?

THE WITNESS: Mr. Berger told me it was all right to sign.

Q Mr. Storm, are you positive this was Sunday?

A It was on Sunday, I am positive.

Q And are you equally as positive that the corporate seal was not there to be appended to that paper?

A I am.

Q How long had Reverend Young been connected with this congregation?

A For one month.

Q Who was the old Pastor or the former Pastor?

A Reverend P. H. Miller.

Q And what happened to him?

A He resigned on account of his health.

Q And Reverend Young took his place and had been there one month before the execution of this paper. What was the correct name of your congregation, Mr. Storm?

A Concordia Evangelical Lutheran Congregation of Balti-

more City.

Q Then the name signed to this paper is not correct, is that right?

A The church name is not correct.

Q And the words on this device purporting to be a seal are equally incorrect, is that it?

A Yes, sir.

Q Now, had there been a congregational meeting or a council meeting, were you in a position to have known whether such business was transacted and such a meeting in regard to authorizing such an agreement to be signed?

(Question objected to).

THE COURT: Ask him if he was present at all the meetings.

Q Were you present at all the council meetings?

A As secretary I was present at all meetings.

Q For the year 1925?

A For the year 1925.

Q For the previous year, Mr. Storm, what is your recollection of the church.

THE COURT: You have not asked him the question you started to ask.

Q You say you did attend all council meetings for the year 1923. Will you state whether from your own knowledge any business was transacted at those meetings requiring the passing of authority for the execution of a paper such as this, which is now the subject of this suit?

A There was not, to my knowledge.

Q And you say you were present at all the meetings. Now, take for the year 1924, Mr. Storm, what is your recollection of the church at that time?

A I was a member of the council holding no official office.

Q Were you or not present at a meeting of the congregation held in January, 1923 or 1924, on January 8th, 1924, were you present at that congregational meeting, Mr. Storm?

A I was.

Q You were present at that meeting?

A Yes.

Q Will you take this book, Mr. Storm, and tell me if the minutes in there relating to the business transacted at that meeting are correct?

A This is the first agreement.

Q What is the date of that meeting there?



A Tuesday, January, 1924.

Q What agreement was proposed at that time?

A An area agreement consisting of the area bound by Lafayette Avenue, Fremont Street, Mulberry, and I think it was Carey.

Q That was in January, 1924?

A Yes, sir.

Q What was the authority passed at that time?

A The authority was passed by the congregation at that time by a majority of one to sign this agreement.

Q Which affected the area outlined. How far did that go on the north, to Lafayette Square?

A I think it was Lafayette Avenue.

Q How far south?

A Mulberry street was the southern boundary of it.

Q What was the reason, if any, for the church deciding to go into such an agreement, Mr. Storm?

A We drew a good many members from that neighborhood and it was to protect the interests and help the members of the church so that they wouldn't have so far to go.

Q Would the area included in that agreement have anything to do with the church's stand on the agreement?

A Well, we had a good many members of our Sunday School that we drew from around there, that was Sunday School.

Q Compare with the agreement attempting to bind the one block in which the church property is located, was there any difference in the attitude or your particular attitude toward such an agreement as compared to the entire zone or district?

A I did not know that there was such an agreement in existence. However, I signed it, I did not read it.

Q You mean this paper of February 16th, 1925, is that correct?

A Yes, that is correct.

Q You say you did not read that agreement?

A I did not read it.

Q What was represented to you at the time?

A I was told I was--- that the other agreement had fallen through and I was to sign this. I did not question it, I came in and signed it and went on out.

Q What was your understanding as to what the agreement was?

A I took it for granted they were trying to revive the old agreement.

Q Covering what section?

A Covering the block area.

Q From Fremont Avenue to Carey Street?

A From Fremont Avenue to Carey street.

Q Can you tell me how many blocks are embraced in that area?

A Not offhand, no, sir.

Q Can you approximate it?

A Yes, between ten and twenty, somewhere around there.

Q What, if anything, did you tell the other members of the congregation, Mr. Storm, about this paper which you signed in 1925?

(Question objected to).

Q What, if anything, did you tell your fellow members or the council as to the signing of this paper?

THE COURT: I imagine that would be a self serving declaration. Mr. Carmody may ask him that and if he wants, that might come in very well as a matter of rebuttal, but I do not think it is a part of the case in chief. It does not seem to me you can bolster up the testimony in chief by showing he made a statement to somebody else.

MR. VOGTA: No, I said if he did not communicate the

signing of this paper to his fellow members.

THE COURT: Your question was what he said.

MR. VOGT: I do not want to lead him, I asked him what, if anything, he said.

THE COURT: If the answer is nothing, I will let it stand. If he said anything at all, I will strike it out.

A I did not say a word to any of the members of the congregation about this agreement.

Q And the other agreement had been a year and a month or two months previous to that, is that correct?

A Yes.

Q Do you know what the relation is between Mrs. Young, the notary, who witnessed these signatures, Mr. Storm, and the Reverend Young, the former Pastor of the Concordia church?

A To my knowledge, there is no relation whatever.

Q Will you tell us, if you know, what was the first time you acquired any information about this particular agreement or paper dated February 16th, 1925?

A At the time the question of this meeting came up with the All Saints Church?

Q Can you tell us about when that was, approximately--

the records will show the-- the certificate shows December 21st, 1928--

A I did not, but I received a letter---

Q Dated January 25th, 1929, the date showing the institution of this Bill of Complaint, what, if anything, did the members of the council or congregation do on authorizing the institution of this suit, if it is a resolution?

A At the time this suit was instituted, I was not a member of either church.

Q Do you know anything about the change of the neighborhood in the 1100 block of West Franklin Street?

A The only time I was in that block was on Sunday.

Q The only time you went there was on Sunday?

A The only time I went there was on Sunday.

Q Who were the occupants of 1114 West Franklin Street, if you know?

A That is the property right next to the church?

Q Yes, to the west?

A Colored people were in there the last time I went there.

Q You say there were colored people there?

A Colored people next to the church.

Q 1114 West Franklin Street, can you tell us when it was the last time you were up there?

A Around December.

Q Last year?

A Just before the merger of the church.

Q December, 1928, is that right?

A December, 1928.

CROSS EXAMINATION.

By Mr. Mylander:

Q Is that the first time you had noticed colored people were there?

A Well, they had been there some time.

Q About how long?

A Two or three months and there were some families across from the church.

Q When did they move there?

A I guess they were there about a year.

Q About a year prior to December, 1928?

A Yes, sir.

Q So that the first colored families that were in that block went there approximately December, 1927, that is, 1113,

and 1115, and then December, 1928 as to 1114?

A I think so.

Q You do know of some attempt having been made prior to that by one of the signers to this agreement to put colored families in another house in the block, do you not?

A No, sir, I do not recall that.

Q How does the appearance of that block compare with the last time you went there with the time, approximately, when this agreement was executed?

MR. CARMODY: I object.

THE COURT: I will let him make a comparison so far as he was able to observe it. You mean physical appearance?

MR. CARMODY: Physical appearance, what he could see by passing by?

A Well, some of the houses aren't as well kept as they were. I did not take particular notice of it because the church is only a few numbers from the corner, I go right in the church and come right out.

Q When was the last time you were there?

A December, 1928.

Q You say you have not been there since December, 1928, at all?

A I have not.

Q Did you see many "For Sale" or "For Rent" signs in the block when you were there December, 1928?

A I could not say, I did not take particular notice of that.

CROSS EXAMINATION.

By Mr. Carmody:

Q You signed this agreement, you admitted this was your signature?

A Yes, sir.

Q What does "S. C. R." stand for at the end of your name?

A It is "S. C. C."

Q Secretary of what?

A Secretary of the Church Council and also Secretary of the Church.

Q You signed it as Secretary of the Concordia Evangelical Lutheran Church here, did you sign that in good faith?

A I signed it with the understanding-- I was under the impression it was a revival of the first agreement.



Q Do you see the name "Concordia Evangelical Lutheran Church" above your signature?

A I notice it; yes, sir.

Q And you signed it as Secretary?

A I signed my name under it.

Q Above your name. Well, did you see the signature of the Reverend Henry B. Young?

A I signed first.

Q Did you see him sign?

A I was there present when he signed.

Q And he signed as the Reverend Henry B. Young, Pastor and President?

A He did not write "Pastor" and "President" under that. He was not President.

Q The paper shows it is?

A That isn't his writing "and President" is not his writing. If you will look at it, you will see that it is in a different handwriting.

Q It appears here the Reverend Henry B. Young, Pastor "and President" is written in a different handwriting underneath his name?

A Underneath his name.

THE COURT: How much of it is in a different handwriting.

MR. CARMODY: "And President."

THE COURT: Do you know how those words "And President" got there, Mr. Storm?

THE WITNESS: No, sir, I do not.

THE COURT: You say he was not president of the church?

THE WITNESS: No, sir, he was not the president, that is a separate office and was not held by the pastor.

Q Do you know whose writing this "and President" is on there?

A No, sir, I do not.

Q At the time that was signed, was there a Notary present?

A Miss Young or Mrs. Young, this lady over here, was present at the meeting when that was signed.

Q Did she have you acknowledge this as your act?

A She did not say a word to me about it. I signed the paper-- I came in the room where it was being signed, signed the paper and went out. I did not stay to see who else signed it.

Q Mr. Storm, you signed that as an officer of the church, did you not?

A I signed it as Secretary.

Q You signed it as Secretary?

A Without authority.

Q You knew, I presume, that you were signing some kind of a legal document, did you not?

A I thought it was a revival of the old agreement which we had authority for before.

Q You did not read it?

A No, sir.

Q You knew other interests or individuals outside the church, did you not?

A From what I understand, the church was supposed to be the one that signed. That is what I was told.

Q You knew there were other interests besides the church involved in this agreement?

A Yes.

Q You knew that the church's interests were involved in this agreement, did you not?

A Yes.

Q And you signed as secretary for the church?

A Signed as Secretary.

Q In the church building?

A In the church building.

Q And you now want to repudiate that, is that right?

A I signed it without authority.

Q And you were a member of the church?

A Yes, sir.

Q When did you sever your connection with this particular church?

A In 1928-- 1929 of this year.

Q What month?

A It was either February or March; it was around Easter.

Q Up to the time you severed your connection with the church, did you know of an offer of any Catholic institution that wished to acquire that property?

A I did not.

(Objected to).

THE COURT: That isn't cross examination, Mr. Carmody. That is the only ground on which I will sustain the objection.

MR. CARMODY: If the Court could bear with it, we could have the fullest latitude.

Q Who was in the church at the time you signed it?

A Mr. Berger, Reverend Young, and this lady over here,  
Miss Young.

Q Who is Mr. Berger?

A Mr. Berger is one of the members of the council.

Q What is his first name?

A Mr. Louis Berger.

THE COURT: A member of the council?

THE WITNESS: Yes, sir.

Q He was a member of the council when he started?

A Yes.

Q And the pastor was there?

A Yes, sir.

Q And the Pastor signed it and you signed it?

A Yes, sir.

Q And Mr. Berger and the notary signed it?

A Yes, sir.

Q You knew that a meeting had been held prior to that  
night, did you not, in the basement of the church?

MR. VOGT: Objected to.

THE COURT: Well, if he knows, he can tell us, of  
course.

A The only meeting I know of was for the first agreement, that is the only one I know of.

Q Did you know that it was held that night?

A That night?

Q Yes, when you were a half block away and returned?

A No, it was not that night.

Q Was there a meeting that night in the basement of the church?

A No, because the day I signed it was on Sunday.

Q And when did you first report that to the council or the congregation?

A Oh, it was never reported.

Q You never made any report to the congregation?

A I never made any report.

Q Did you ever speak to the Pastor of the church about your act?

A We never discussed it after that.

Q Did you know that property interests were involved?

MR. MYLANDER: You have asked that question a number of times already.

THE COURT: Well, I think he said he did.

THE WITNESS: I said before that I did.

THE COURT: He said he thought the property in the whole area was involved.

Q Did you ever discuss the question after that with any person?

A I did not, I never did.

Q Did you know that this document was put on record?

A I never heard of it, no, sir, being put on record, the last time I heard of it was when I signed it; I never heard a word about it since until this suit came up.

Q Who told you to sign it?

A Mr. Berger said it was all right to sign. I came in from the outside and they said I was to sign this agreement, that it was all right, and I took it for granted that it was a revival of the first agreement.

Q What authority did you have to sign a first agreement?

A By authority of the meeting of the congregation.

Q It empowered you as Secretary to sign a paper, did they?

A Evidently because I was not Secretary when the first agreement was signed.

Q Then you thought you were signing the first agree-

ment and, according to your own statement-- I do not want to misquote you-- you knew you did not have authority to sign it?

A I took it for granted it was a revival of the first agreement which had been brought up.

Q And you had no authority to seal the first agreement?

A I was not secretary then, I was secretary after this first agreement had been signed the following year.

THE COURT: Had been signed?

THE WITNESS: The first agreement had been signed by the former Secretary.

REDIRECT EXAMINATION.

By Mr. Vogt:

Q Mr. Storm, when you saw Mrs. Young there, did she represent to you that she was a notary public?

A As far as I know, she did not say a word.

Q Did anyone else represent themselves to be a notary public at that time?

A Not to my knowledge.

Q That is the Sunday when you signed this paper?



A Not to my knowledge.

Q Can you place the date of the signing of this paper on the Sunday in the month of February or March, can you tell me what date it was actually signed?

A I cannot recall exactly, I cannot recall the actual date.

Q Can you tell me approximately when it was?

A Sometime in February, 1925.

Q And you have already said that the zone or area agreement was in 1924, that you thought this was a revival of that, is that correct?

A That is correct.

Q Were there any other signatures on this paper at the time, Mr. Storm, when you put your name on it?

A I only saw the one page and the church, as I recollect it, was the only signature-- my signature was the first one on that page, that is the only page that I saw.

Q Do I understand you to say that the words "Evangelical Lutheran Church" are in your handwriting?

A They are not.

Q Were those words there before you signed or not?

A They were.

Q They were?

A They were.

Q As to this seal, was that there when you signed?

A That was not there.

THE COURT: Mr. Berger, you say, was a member of the council?

THE WITNESS: Yes, sir.

THE COURT: Was he an officer of the church in addition to that?

THE WITNESS: I do not recall just now whether he was or not.

THE COURT: Do you know where this agreement came from, who had it in his possession before you got there or after you got there?

THE WITNESS: Mr. Berger had hold of it when I got there, he was in the little room with it.

THE COURT: Do you know where he got it from?

THE WITNESS: No, I do not.

THE COURT: All you know is that when you got there Mr. Berger had it in his hands?

THE WITNESS: Yes, sir.

(Testimony of the witness concluded).

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Thereupon - - -

JOHN H. HESSEY,

a witness of lawful age, produced on behalf of the plaintiff, having been first duly sworn according to law, was examined and testified as follows:

DIRECT EXAMINATION.

By Mr. Vogt:

Q Mr. Hessey, you have been asked to come here and bring with you a copy of the area or zoning agreement dating back to January, 1924, or prior to that time. Have you such an agreement with you?

A I have a copy of an agreement which was prepared in 1923 for the northern part of the area. There was also a separate agreement prepared for the southern area.

Q Have you that southern area agreement with you?

A No, I do not. I have had so many copies of these, Mr. Vogt, and I have loaned them out to so many people who were interested in these agreements, that I am unable to find a copy of the southern area agreement.

Q Have you a plat showing which area was embraced in this entire district which was sought to be restricted at that time?

A Yes, sir.

Q How far north does that district extend, Mr. Hessey?

A Lafayette Avenue on the north.

Q How far to the south?

A It goes down to Mulberry street at one place.

Q And how far south of the other places?

A At Franklin Street at another place.

Q That is on account of the Child's Nursery and Hospital which, I presume, occupies a block?

A I see that the nursery and child's hospital is omitted from this, I am only taking this plat that I found in my files. It has been quite a while ago.

Q How far to the west did that extend, Mr. Hessey?

A Carrollton Avenue is on the west.

Q And to the east how far did it go?

A This shows one place it touched Carey Street but only for a short distance and I see it is-- Fremont Avenue is the eastern line.

Q That was divided into two districts, is that cor-

rect, which you speak of as the north and south area?

A For the purpose of getting it signed up easier, although it was not divided into two areas, what we call the north area and south area so that they might be working on the two areas at the same time.

MR. MYLANDER: Do the two together constitute one area?

THE WITNESS: No, they were to be separate areas. I mean to say, the papers all provided that they were to be separate areas, and, of course, we had any number of agreements for each area, each paper providing that it should become a part of the general agreement; but the areas were separated areas.

MR. MYLANDER: What were the limits of the north and south areas.

THE COURT: Or what was the dividing line between the north and south area.

THE WITNESS: Harlem Avenue seems to have been the dividing line between the northern area and the southern area.

Q (By Mr.Vogt): Was the agreement which you prepared for the southern area similar to the one prepared for the

northern area?

A The agreements were identical except as to the location of the properties, what clauses in them, if any, as to the percentage of property owners signing them before they could become valid and binding, seventy five per centum of the front feet on both sides of those parts of the following streets and avenues in the City of Baltimore designated as follows, and then follows the designation of the particular streets.

THE COURT: Is that on both sides or on one side?

THE WITNESS: This says on both sides, the north and the south side of the street or the east and the west side of the street.

THE COURT: I was wondering whether you might have more than seventy five per cent. on one side and less than seventy five per cent. on the other.

THE WITNESS: Seventy five per cent. on both sides.

Q And that southern agreement is the one which the church decided to go into, is that correct?

A I could not tell you that, I don't know anything about that.

Q Well, this agreement is dated December---

A No, I say this is dated 1923, I drew many agreements during that time, Mr. Vogt, because as I would draw some of them would say they did not have enough, they had different ones signing the agreement.

Q What success, if any, did your plan meet with towards binding the entire zone embracing the northern area and the southern area?

A Well, they did not get sufficient signers for either one of those areas, and hence, they were unable to put the agreements on record.

Q Are you personally acquainted with the conditions in those two areas at this time?

A No, sir, I am not, I have not been up there in the area for quite some time and I could not answer that.

THE COURT: According to the terms of these two agreements, could either become effective without the other?

THE WITNESS: Yes, sir, either area could become effective without the other.

Q How many blocks were embraced in either one of those two districts; take the southern area first?

A Approximately nine or ten.

Q Can you tell us which blocks are actually in the

southern area by numbers and the names of those streets?

MR. MYLANDER: We understand the Court will take judicial notice of the location of the streets..

THE COURT: Well, it might save me some trouble.

A Edmondson Avenue from Fremont Avenue to Carrollton Avenue---

Q That is, both sides of the street?

A Both sides of the street. Bennett Place from Fremont Avenue to Arlington Avenue, Franklin Street from Poppleton to Carrollton Avenue, Mulberry street from Arlington Avenue to Carrollton; Brantley Place from Schroeder to Arlington; Carrollton Avenue from Harlem to Mulberry, Arlington Avenue from Harlem to Mulberry and Schroeder Street from Mulberry to Harlem.

Q That is more than eight or nine blocks, is it not?

A Oh, no, when I counted the blocks I have counted just one block bound by the four streets. If you count the other way, of course, you have to multiply that by four. I have taken the actual block itself, Mr. Vogt. That was the southern area.

Q And you say by insufficient signers appending their names to those two area agreements they were abandoned,



and what was resorted to in their place, if anything?

A Well, there was one agreement in this area put on, that was the Franklin Street agreement.

MR. MYLANDER: That is the 1100 block?

THE WITNESS: The 1100 block West Franklin Street.

Q Well, that dates a whole year and several months later, does it not?

A I don't know the date of it but it may be. They were working on it quite a while up there.

MR. MYLANDER: How long?

THE WITNESS: Oh, quite some time; at least a couple years.

Q MR. MYLANDER: How long did it take to get the 1100 block West Franklin Street signed up?

A Oh, I am talking about the area, and it took a couple years. The Franklin Street block took a very short time.

MR. MYLANDER: How long would you judge?

THE WITNESS: Mr. Mylander, that has been four or five years ago and I could not say.

MR. MYLANDER: Would you say two or three months?

THE WITNESS: All I know is this, I know after one of the properties had been occupied by a colored person the

next morning my office was besieged by five or six people asking me to prepare the agreement for 1100 block West Franklin Street. I know I prepared the agreement immediately and I turned it over to them to be signed. I know some time later it was brought back to my office to be filled and I think that the records in the meantime were checked to see that the property owners had properly signed the agreement.

THE COURT: You mean 75%.

THE WITNESS: I am not certain about-- let me see the agreement.

MR. MYLANDER: Was it just 75%?

THE WITNESS: I do not remember the particular clause.

MR. MYLANDER: You prepared the agreement, did you, Mr. Hessey?

THE WITNESS: Yes, sir.

Q (By Mr. Mylander): Did you personally check up on the titles?

A No, I had someone to do that for me.

Q Who was acting as solicitor to get the paper signed up?

A There was no---

Q I do not mean attorney in the sense of attorney-at-law, but who was acting upon getting the paper signed?

A I could not answer that because my recollection is that I turned it over to these people at that time, Mr. Ramey was president of the Lafayette Square Protective Association was living and he was very active in the matter.

Q Did you make any representation to anybody at all about the titles being checked up and found to be O. K.?

A No.

Q Then, how did you know you had all the right names positively, these various ownerships?

A As I say, that was checked up, I believe. Whether or not I have that with me is another question.

Q Well, it is not material whether you have it. I was just wondering-- you intended to have all the parties there, did you not?

A No, I see from this that they are not set forth in here, the title examiners.

Q But the owners are set forth?

A Yes, sir.

Q The alleged owners opposite the named properties?

A Yes, sir.

THE COURT: In the body of the agreement?

THE WITNESS: Yes, sir, in the body of the agreement.

Q When you prepared that agreement you intended that to be a full statement of the ownership of those various properties, did you not?

A When you say a full statement, it was known that none of the ground rent owners would come in to sign or any of the mortgage owners to sign.

Q You never thought to get the mortgagees to join in?

A We never attempted to do that, Mr. Mylander. That was discussed frequently.

Q Didn't you, as an attorney, know you could not bind the property without the mortgagee joining in?

A Positively, sir.

Q And that it was easy to wipe out the signature by foreclosure of the mortgage?

A There is no question of what I knew but what the association was advised to do.

Q Did you tell Mrs. Young, that lady over there, that?

A I did not say I told Mrs. Young that but this was the

understanding, that it would be laborious to get them and get the ground rent owners and the mortgage owners to sign as well as other owners, that no effort whatever was made to get their signatures.

Q Mrs. Young you knew was the lady who went out and got the signatures?

A I don't know whether she did or not.

Q But you made no secret of it?

A None whatever.

MR. CARMODY: Mr. Hessey don't know who got the signatures.

THE COURT: No, you are assuming that Mrs. Young got the signatures. I think your question is objectionable on that ground.

Q Mr. Hessey, when you were checking up those titles, did you make any effort to get the remaindermen in; fee simple property, for instance, or leasehold property, or property which happened to come under a deed of trust or under a Will with a life estate like Mrs. Jeffers case, where the lady was eighty one years old, with remainder over, did you make any effort to bring in any remaindermen?

A No, sir.

Q You did not think it was necessary?

A I told you we endeavored to get the owners of the property, either the leasehold or the fee simple title owners but no one else.

Q Would you regard life tenants as a fee simple or leasehold title owner?

A Why, of course not.

Q But you made no effort to include the remaindermen in this paper, did you?

A If I knew the situation I would have done so, Mr. Mylander.

Q Didn't you have an examination made of these titles?

A I say I think there were some made but I am not positive of it four years later.

THE COURT: Look through your files to refresh your memory.

THE WITNESS: I say this, there may have been one or two instances in which it was never found, if you know what a job it is.

Q As you are looking through your abstracts, I am interested particularly in 1102 and 1143?

A I don't think I have any abstracts here, Mr. Mylander.

As I say, I had so many folders on this and I only tried to get the papers asked for. I am positive that the records for the 400 block North Carey Street were examined but I would not be positive that they were examined for this particular 1100 block.

Q Then the information which you have in the body of the papers representing certain parties as the owners of certain properties were only from casual information, which was developed from a cursory investigation of the respective premises, is that right?

A And by having signed the agreement.

Q And the fact that the same people signed the agreement, but you had this written up--

A You understand, Mr. Mylander, the information as to the names of these properties was not in here at the time the agreement was signed, That agreement was prepared with this blank space here.

Q So that it was all filled in after execution, is that right?

A There is no question about it, sir.

Q Let us make ourselves clear as to how much of that was filled in after execution, the first page and the second

page?

A I would say at least the first and second page, Mr. Mylander.

Q How about the third page?

A I could not say that after this length of time.

Q So there is no way after looking over the paper of telling what was before execution and what was after execution?

A I say the only change in the paper was the insertion of the party signing it and the number of the property.

Q Mr. Hessey, you represented the active interests in getting this paper executed, as attorney, that is right, isn't it?

A I would say so, yes.

Q So you do know approximately how long they were in the course of getting this paper executed?

A Only I say it took some little time.

Q This paper took some little time?

A I don't know whether it was a month or two months or three months.

Q You do know, however, from your own personal knowledge that it was a physical impossibility and does not con-



form to facts at all that the notary signifies that the first execution was on the 16th and the last the 23rd, you know it was all in one week?

A I would not say that. My recollection is what happened was when the acknowledgements were actually entered on there--- oh, yes, they were taken at different times, and if I am not mistaken I expressly suggested that they must keep a record of when they were taken---

Q But did she, do you know?

A And when the acknowledgements were entered the names were entered on the dates that they were supposed to be signed, I think you will find that a record was kept of the actual dates. I am not certain of that.

Q My signature which appeared as attorney for owners, viz, then setting out the owners?

A Yes, sir.

Q There are three words stricken out and in place of them is written "individually and as attorney". Do you know in whose handwriting that word "individually" is?

A I won't say as to that.

Q Can you tell us whether or not that is the notary's handwriting?

A No, this isn't the notary's writing.

Q You don't know whose handwriting that is?

A It looks more like my handwriting.

(Examination of the witness suspended).

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MR. MYLANDER: If your Honor please, the plat showing the area of this district, the zoning proposition which was originally contemplated, we ask to file as an exhibit.

MR. CARMODY: I object to that.

THE COURT: You object.

MR. CARMODY: Yes, the reason for that I might say--

MR. MYLANDER: The testimony of Mr. Storm showed that he thought he was signing a certain area proposition and we are entitled to show what that certain area proposition really was that he thought he was signing.

MR. CARMODY: It is entirely out of the case, in my opinion. It is really of no value one way or the other in the case, it simply encumbers up the record with a map of property that is not in dispute and has no relation whatever to the agreement signed.

THE COURT: I do not think it ought to be admitted

in evidence, I think it ought to be used for illustrative purposes, but there may be a great deal of information in there that is not relative to this case and I do not think you need it. Mr. Hessey has given us the full details, I have them very clearly in mind now and I think any sort of a reliable plat, as I assume this is, ought to be admitted to be used for convenience. But I do not see that it is evidence in the case binding on the parties unless Mr. Hessey will testify that it was exhibited to the parties and made a part of their negotiations and agreements, so to speak. Suppose we just let it come in for the present and see what develops when Mr. Hessey comes back. I agree with Mr. Carmody that I do not think it makes any difference one way or the other.

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Thereupon - - -

WILLIAM FUCHS, JR.,

a witness of lawful age, produced on behalf of the plaintiff, having been first duly sworn according to law, was examined and testified as follows:

DIRECT EXAMINATION.

By Mr. Vogt:

Q Mr. Fuchs, how long have you been connected with the Concordia Church?

A About thirty four years.

Q Did you or not live in the vicinity of that church building in the 1100 block West Franklin Street?

A I lived at 512 North Arlington Avenue, that is right around the corner. I was a kid in a grocery store there about three years when Bryan first ran for president.

Q For thirty four years, then, you have been attending this church and you live in the immediate neighborhood practically all of that time until when?

A No, I did not live in the neighborhood all that time.

Q You worked in the neighborhood I mean?

A I attended that church all of that time, I lived right there in the neighborhood. I was born around the corner from there.

Q What office, if any, did you hold in the Concordia Lutheran Church?

A Oh, I have held all kinds of offices in the church, mostly though in the church council; Sunday school work.

Q You have held a great many offices, you say, in the thirty four years of your activity there?

A Yes.

Q Do you recall or not, Mr. Fuchs, a congregational meeting held some time in January, 1924?

A I do.

Q I hand you the congregational records book with the minutes in it and direct your attention to the minutes held in January, 1924. Will you tell us whether or not those records are correct of that meeting on the business transaction at that time?

(Question objected to).

THE COURT: Did you ever see those minutes before?

THE WITNESS: I have seen all of these minutes but it has been a long time ago, your Honor.

THE COURT: Do you know whether you saw these minutes?

THE WITNESS: I couldn't say these minutes but I have the thing in mind even clearer than this.

Q What is your recollection as to the occurrence at this congregational meeting on January 8th, 1924?

A I remember vividly this matter brought up. Mr. Ramey at that time was particularly active in this area agreement--

Q You mean the agreement purporting to affect the zone or a number of blocks?

A A number of blocks, and this particular meeting of the congregation was called in regular order. I remember distinctly for the simple reason that the matter was brought up and there was wrangling in that matter because it was a very close vote. In fact, the president of the congregation made it distinctly plain that he was to be quoted as being opposed to signing this agreement. I voted for signing the agreement but the vote was 7 to 6, and you can imagine in church it was at least an hour and a half wrangling about this matter.

THE COURT: That was in council?

THE WITNESS: No, that was in the congregational meeting.

THE COURT: 7 to 6?

THE WITNESS: It was in council to bring it up.

THE COURT: What was the name of the president at that time?

THE WITNESS: Mr. John C. Louis.

Q How were the offices held, was the Pastor the president of the congregation?

A According to our by-laws, since we have joined this particular Synod the president of the congregation is never

the Pastor. The council elects from its own members its President, its Treasurer and its Secretary.

Q So at the time Reverend Young signed this second paper purporting to affect only the 1100 block West Franklin Street, he was not the President of the church?

A The Pastor of the church never was President, not since I have been a member there in thirty four years. He could not, according to the by-laws.

Q Mr.Fuchs, has any authority been conferred on the Pastor to sign any papers of this kind?

(Question objected to).

THE COURT: Well, you mean by that authority, you mean express authority.

MR.VOGT: Yes, any express authority by resolution.

THE COURT: I think you ought to ask whether any such authority was given at any meeting he attended.

Q You say that the by-laws do not contain anything authorizing the Pastor to execute such agreement, that is correct, is it not.

A Of course, he could not do anything like that without authority.

Q At these meetings which you attended from time to

time, was any authority or resolution passed giving the Pastor the right to execute papers of this character?

A I was a member of the council and a very active member of the council during the year that this particular paper---

Q Which paper?

A The area paper was signed. I was also a member of the church in 1925-- I mean a member of the council and I was very active, and if anything like that would have gone on I surely would have known it.

Q You say a vote was passed authorizing the execution of the large area agreement in January, 1924?

A Yes.

Q Will you tell us what recollection or knowledge you had concerning this agreement purporting to affect the 1100 block West Franklin Street, was that submitted to any council meeting or any congregational meeting that you attended?

A I never heard of it. If it had been presented to any council meeting or congregational meeting, I would have known of it.

Q When did you first acquire information as to this



agreement relating to the 1100 block Franklin street, what was your first information and knowledge of that?

A When we went to sell or consolidate the two churches and try to dispose of the property, then my attention was called to this particular transaction that there was a block business or block transaction, something like that.

Q You mean a one block transaction?

A Yes. I want to get this clear to the Court. According to our by-laws, we must be notified-- the congregation must be notified by a notification of at least two weeks before a congregational meeting can be called. Therefore, speaking about this second agreement, there never was any congregational meeting called to pass on it; there could not be.

Q Was there any council meeting called to pass on it?

A No, sir, and I attended all the council meetings.

Q When was your first information obtained as to the existence of this one block agreement?

A When we went-- when we consolidated the two churches, which was in formation the latter part of last year.

Q The latter part of 1928?

A 1928; yes, sir.

Q Can you tell us which date that was, the exact date?

A No, it must have been in October, when the subject was brought up to consolidate the two churches owing to the fact there was a tremendous decrease in membership up there owing to the fact that the condition of the neighborhood changed so rapidly.

Q What, if anything, was done toward ratifying or repudiating the consolidation?

A Nothing. Our church was about to consolidate. We voted on that but then we felt it was a thing we should never get into. We had to dispose of the church property. To my knowledge, we never had an offer from any white people to try to buy it and knowing the condition in that neighborhood, you could not possibly sell it to whites. The only thing you could do was to sell it to colored people. I had three or four colored fellows come down there and try to buy the property from me personally. I was President of the congregation in 1928.

Q Could you rent this property to any white people in that block?

A Well, I never heard of any offer being made. I do not think you could possibly rent the church there. Your

Honor, I never had an offer.

Q Have you had any applications?

A Not whites, I have had three or four colored fellows down there trying to buy the property. Of course, when they found out we were in this other agreement, I did not hear much about it.

THE COURT: You say you were President of the congregation in 1928?

THE WITNESS: Yes, sir.

THE COURT: Not during the time of consolidation?

THE WITNESS: No, sir, I was a member of the church council in 1924 and 1925 and President of the church in the latter part of 1928.

Q Was there or not any resolution passed repudiating this agreement, Mr. Fuchs, and authorizing the institution of this suit after the congregation was informed about it in 1928, the latter part of the year?

A Yes, sir, at that time we decided to engage counsel and repudiate this alleged second agreement, and that is why this suit was brought.

Q The suit was brought as a result of that?

A Yes, sir.

Q Now, as to the change of neighborhood in the 1100

block West Franklin street, you say you have been acquainted with that section for thirty four years. Will you tell us what change, if any, has taken place in the character of the neighborhood in the 1100 block West Franklin Street?

A Your Honor, I was torn two squares away from this particular church and in all I have lived around that neighborhood practically as long as I have lived. I went to this church when Bryan first ran. I was confirmed there and was also grocery boy there, so I got familiar with that block around there and served groceries all around that neighborhood, and I can see a tremendous change come over that neighborhood. Formerly a fine class of people lived out around that neighborhood, they were fine people, and gradually, of course, it went down and down and the better class moved out, and then, of course, we got a weaker class in and it got weaker and weaker and more undesirable, and eventually negroes moved in.

Q How far back does that change take place with respect to this purported second agreement of February, 1925?

A Oh, the change in the last three years has been more rapid than the last fifteen years previous to that. After the negroes first started up-- when Mr. Ramey first started that thing in 1923 to try to protect that neighborhood up

there.

Q And say the last three years it has disintegrated?

A Oh, terribly.

Q What about the 1100 block West Franklin Street?

A Oh, that is much worse. Why, that five or six hundred block Carrollton Avenue, I had a young man working for me up there a young fellow, who moved out of there and I think in three months time the neighborhood was black.

Q What about these other blocks, Arlington Avenue, for instance, in the 500 block?

A I lived 512 for four or five years at the time Bryan first ran for President and it was a fine neighborhood. Now there are "For Rent" and "For Sale" signs out there and there they are for practically a year or more.

Q What about the 1000 block west Franklin street adjoining this block on the east. Do the same conditions prevail there?

A The 900 and 1000 block is the same way; all the way down to Fremont Avenue.

Q How about on the west of this property, the 1200 block West Franklin Street?

A I had a relative living in the 1200 block up to about

six years ago. That neighborhood is coming down. That is up near the Fairfield Dairy. In fact, all that neighborhood is, the last three years it has been terrible the way that neighborhood has been going down.

Q Particularly the district embraced in the large area or zone, which was passed upon in January, 1924, you say that is now largely occupied by negroes?

A Absolutely, all the churches up there are digging out as quick as they can, they are losing their membership. As soon as a white family moves out of a house in comes a negro family. There are three story houses up there and two or three negro families go into the house. They are very large houses up there, three story houses.

Q Is the Christ Evangelical Episcopal Church occupied by negroes now?

(Question objected to).

THE COURT: Gentlemen, I know about these things myself pretty well.

A I could not answer that anyhow, your Honor.

THE COURT: Then the question is withdrawn I suppose.

THE WITNESS: I only know of it as hearsay, I don't know it as a fact. Therefore, I cannot testify to it.

Q All Saints Evangelical Lutheran Church is now in actual possession of this church property as a consolidated congregation, is that correct?

A It is, sir.

CROSS EXAMINATION.

By Mr. Mylander:

Q Mr. Fuchs, I will ask you is there any lot or portion of lot in West Baltimore, west of Fremont Street, east of Fulton Avenue, south of North Avenue or north of Baltimore street other than this block that is white or partially white?

A I am afraid you are covering too much territory.

THE COURT: It is a big order.

THE WITNESS: It is a big order. Your Honor, I go past there in an automobile quite frequently and I am pretty well familiar with that section, but it is just a little too much territory. There is very little of it in that connection that I can absolutely testify that it is a hundred per cent. white. I do not think it is fair to ask me that, it is too much territory. Maybe twenty-five per cent. of that territory I can testify to but not as much as one hundred. I go by there quite frequently in an auto-

mobile.

Q I notice some of our friends around the Court room here seem to take umbrage at the thought that nice white people usually do not like to live next to colored people. Have you any personal observations of your own on that subject?

A Well, Mr. Mylander, I don't know. I would personally not want to. I have seen them get a negro in the block and seen them dig out quick. Take, for instance, the 700 block North Carrollton Avenue. I know this particular young fellow that worked for me---

(Objected to).

THE COURT: Yes, I do not want that. I will have to depend upon my own knowledge for that.

CROSS EXAMINATION.

By Mr. Carmody:

Q Were you a member of the church council in 1925?

A Yes, sir.

Q Who is Mr. Berger?

A Mr. Berger has been a member of the church for many years.



Q Was he a member of the council?

A In that particular year-- I cannot answer that question whether he was a member of the council that particular year. I know he was either in 1924 or 1925, but if it was in either year, of course, I could not tell you that. Mr. Berger has been on and off. Sometimes he would be-- you see, this is the way our constitution read. A man could be treasurer of a church without being a member of the council and the treasurer would meet with us. He had no vote but he could meet with the council and bring his report in. Mr. Berger has been treasurer on and off for quite a while. He met with us in a good many instances but he wouldn't have a vote or he would not be a member of the council.

Q Where would the council meet?

A Usually at the parsonage. Sometimes we would meet at some of our homes, during the summer months if it was warm we would go out to some member's house who lived in the suburbs where it was cool.

Q But in winter time you would always meet at the parsonage, would you?

A Yes, at the parsonage; sometimes in the church but mostly in the parsonage, during these specific years you

speak of.

Q If I told you that in January, 1925 that you met at Mr. Berger's house, would you say that I was incorrect?

A No, I would not because we met at Mr. Berger's house. I told you we had no specific place. It just depended on how the members were situated. Sometimes we would meet at Mr. Berger's house. I know in the last twelve years we have met at Mr. Berger's house quite frequently.

Q Was Mr. Berger a member of the church council?

A Now, I could not tell you that. Are you specifying 1925?

Q In 1925?

A I couldn't tell you that. I know from the best of my recollection that he was a member either in 1924 or 1925. A member of the council is elected for two years, then he must go out of office.

Q He cannot be re-elected?

A He cannot be re-elected unless a year intervenes.

Q When did the new Pastor come in, Mr. Young, when did the Reverend Mr. Young, who signed that paper, come in?

A Reverend Mr. Young, I went after him myself personally. If I am not mistaken, he came from out-of-town. I think this

particular paper you have reference to, he was brought to Baltimore here and was here about a month. If you tell me-- you mean 1925?

Q February 16th, 1925.

A Yes, I suppose he was here a month. He was a real young chap.

THE COURT: Is he still with you?

THE WITNESS: No, he is not, your Honor. He was there for a short while. Of course, when the congregation went down we could not afford to pay a large salary and he eventually resigned. They had some differences up there and he got out.

Q I think at the present time he is in Washington?

A I think he is.

MR. VOGT: He is in Hagerstown right now.

THE WITNESS: That is right, Hagerstown is his home.

Q Who informed you that such an agreement was in existence?

A Which agreement are you speaking of?

Q I mean the last agreement with regard to the 1100 block West Franklin Street?

A Well, that was brought out at the meeting we had at

All Saints Church, when the two councils combined. I mean they combined for discussion as to the consolidation of the two churches. We could not go any further down at the Concordia.

Q What month was that and year?

A Now, I think it was about October, 1928, October or November, I am not certain; around that time. It must have been October because I know we decided to consolidate the two churches as of January 1st, 1929.

Q Who was the secretary then?

A In 1928?

Q Yes.

A Mr. Zimmerman was secretary of the Concordia church in 1928.

Q Mr. Storm was not secretary then?

A No.

Q Have you the minutes of 1928 here, do you know?

A What dates do you want?

Q At the time you claim you discovered that there was such an agreement in existence in October, 1928, who was the secretary at that time; Mr. Zimmerman you say?

A Yes, I am sure George Zimmerman. Mr. Zimmerman was such an efficient secretary, even though he was a member of the council we arranged it to have him continue as secretary.

Q Was Mr. Storm present at that meeting when Mr. Zimmerman was secretary?

A I couldn't tell you that.

Q Was the Reverend Mr. Young present at that meeting?

A No, sir.

Q Who made the announcement that there was such an agreement in existence?

A It is utterly impossible for me to answer that question.

Q Will your minutes show whether Mr. Storm was present there in October, 1928, about the time you consolidated?

A I said about that time.

Q Well, make it about.

A Here under date of December 9th, in looking over this record here I notice that the matter of joint councils met at the Concordia Church. At that time it was brought out that the church was in a restricted block and it had been signed by Pastor Young as President.

Q That is in the minutes signed by the Reverend Mr. Young as President?

A Yes.

THE COURT: What meeting is that?

THE WITNESS: December 9th, 1928.

MR. MYLANDER: Read it.

THE WITNESS: (Reading): "The meeting of the joint Church Councils was again resumed and the Chairman pointed out to the Members present that a neighborhood agreement, restricting the block in which Concordia Church property is located to white people only, had been signed by Rev. Henry B. Young as President of Concordia Evangelical Lutheran Congregation of Baltimore City and by Mr. Milton O. Storm, its Secretary, and that the Members of Concordia Congregation and also those of its Church Council had had no knowledge of this action on the part of the Pastor and Secretary; that they had no authority whatsoever to execute such an agreement; also that their action had never been subsequently ratified by the Church Council nor the Congregation of Concordia Church."

Q Was Mr. Storm present at that meeting, the secretary?

A He was not secretary at this time, Mr. Zimmerman was secretary according to the records here. We only had the church council and Mr. Storm was not a member of the church council.

Q Who conveyed the information to the church council at that meeting of the existence of the agreement; Mr. Young was not there, was he?

A Mr. Fuchs, Mr. Berger, Mr. Knapp, Mr. Snyder, Mr. Risseler, Mr. Bing and Mr. Zimmerman. The chairman pointed out to the members that the presence of a neighborhood agreement existed.

Q Who was chairman?

A I was.

Q When did you find it out?

A I did not find it out until we found it out at this particular meeting.

Q Who spoke about it?

A They got into a wrangle in this way at that meeting. We had the All Saints Church Council there and there were six of those gentlemen there and there were seven from our church. At that time we discussed the idea to try and sell this property, then there was some discussion by Mr. Young.

I don't know who brought it up-- it might have been a previous time. You see, this was the second meeting we had, the previous meeting it strikes me in connection with this church property---

Q Well, let us see what your first meeting did. You certainly had knowledge of it when you brought it up as Chairman?

A Yes, it might have been a previous meeting. Here is a week previous to this, here it was brought out at the meeting previous of November 27th. I just testified as to the December 9th meeting and this was November 27th, about twelve days or two weeks previous.

Q What was said then about it?

A At this particular meeting: "Mr. Vogt outlined in detail the necessary legal procedure to be taken in such a merger and also suggested a possible means of abrogating the neighborhood agreement which Concordia Congregation entered into some three years ago. He stated before proper merger papers could be prepared by him, it should be decided what the future name of the United Congregation would be and the form of Constitution under which they would operate," and so forth. There is nothing there.



Q Mr. Vogt is the one who prepared that resolution of the second meeting?

A Mr. Vogt prepared that.

Q He prepared that resolution?

A Oh, I don't know that. There is no resolution here. I cannot see where there is any resolution here unless someone on the floor made a motion and it was seconded.

Q Well, was there?

A In what connection do you mean?

Q Was there any action taken with regard to the meeting of November 27th?

A Oh, no, not at this particular meeting. On December 9th it was felt by all members present that it should be determined from Mr. Henry Vogt, our attorney, what the best plan would be to follow in order to permit of the sale of Concordia Church property to colored people and Brother Carman, Vice President of the Church Council of All Saints Church was asked to ascertain this and also what it would probably cost if any court action was necessary."

Q The resolution reads to sell the Concordia Church to colored people as distinguished from white people?

A There wasn't any resolution made there at all, it was

a matter of discussion, according to this. There was no motion made or anything like that, just discussion.

Q To sell it to colored people?

A Yes, that was on the 9th. Now, it had been previously on the 27th of November brought up for the first time.

Q At the previous meeting who was Chairman of the Council, were you chairman?

A I was chairman of the council on November 27th.

Q Well, now, you had knowledge of the existence of the agreement---

A Just let me refresh my memory according to these records. Of course, you know Mr. Carmody, in speaking of this agreement, I naturally assumed that it was this large proposition and not this small one block proposition. At that time there was some talk around amongst some of the members, but just who started this thing about the specific block, 1100 block West Franklin Street, all the members discussed it. I think Mr. Berger, if I am not mistaken, brought it up. I personally knew nothing about it until about this time. I won't tell you whether it was on November 27th but it was around that time, maybe two weeks previous. It must

have been at this time or previous to this because I am reading from November 27th minutes and naturally I knew it then because I presided at that particular meeting.

Q Now, the previous meeting to that, did you have any knowledge of it?

A Here we have a meeting on the 23rd. Here we have Mr. Berger brought this matter up on November 23rd, we had a joint meeting between the two churches at that time and the church councils.

Q You brought it up again?

A No, this is previous to the other two meetings, we are taking November 23rd; the other meeting I spoke of was November 27th and December 9th.

Q What does it say about it then?

A This particular time Mr. Berger made a long talk here and he said the surrounding neighborhood-- "he also pointed out the fact that the Lafayette Square Protective Association secured the signature to an 'area' agreement (the area consisting of approximately eight city squares) by a constitutional congregational meeting in the year 1925, which was to be in effect for a period of ten years, but understood this particular agreement was never consummated.

Also that a short period of time after this agreement was executed, some of the householders in the 1100 block West Franklin Street appeared before some of the members of the Church Council of Concordia Church following an evening hour of worship with what is known as a 'block' agreement, asking that the secretary execute it. Discussing among themselves the question and as these representatives of the block desired quick action, the secretary of the church council of Concordia Church signed the document and upon looking up the records of the secretary following that particular time, there is no evidence upon the records that this latter action was ever properly passed upon by the Church Council or the congregation of Concordia Church. In view of this, brother Berger stated he was not certain whether Concordia Church was legally bound by the latter agreement or not. He also stated that it was his personal feeling that either of the two agreements was null and void as colored people moved in next store to the church this past summer and are still there."

Q At that meeting did he state to the Council that this agreement was on record and put on record in March, 1925?

A Not according to my personal recollection or according to the minutes here of this November 23rd meeting. He

did not state it was legally put on record. I never knew the thing personally to be put on record myself until just this minute, to tell you frankly.

Q How many meetings were held with regard to this block arrangement in the church, do you know, or do you know of any?

A Personally I know of none myself; I don't know; I am not familiar with it. At that time, Mr. Carmody, I was not living there, I was living in Ashburton at the time, and I would only get to the church on Sunday. If they had any meetings there at all I am not familiar with it. I attended church there pretty nearly every Sunday during that particular year.

Q Did you know that Mr. Hessey was the attorney for the objectors to the colored residents of that section, did you ever hear of that?

MR. MYLANDER: Specify it a little more fully.

Q Connected with the zone mentioned in the testimony.

THE COURT: You mean these restrictions?

MR. CARMODY: Yes, the restrictions.

A That is a hard question. I believe I did know something about some attorney being there. Of course, I know Mr.

Hessey slightly and I have a faint recollection that he had something to do with it. However, I am not certain.

Q You don't know positively that he had drawn two agreements, one with regard to the block and the other with regard to the zone?

A No, I don't know that. The only thing I know, Mr. Ramey was very active and I knew Mr. Ramey very well and I know he was very active in trying to get these agreements.

Q Do you know why the resolution in the minutes, why mention is only to colored people?

A Surely, that was in 1928. We had been satisfied we could not sell only to colored people. Anybody up there knows well enough from observation. For goodness sake, how can you sell that congregation to white people? We are not particular, if we could possibly sell that property to anyone who comes along, we would sell it; we are not questioning whether the people are white or black or anything, we want to dispose of the property. We have all our money tied up in it.

Q Have you ever advertised it in the daily papers for sale?

MR. MYLANDER: I object to that.

THE COURT: Overruled.

A I don't know whether it has ever been advertised. Mr. Vogt has a large sign up there "For Sale" and in addition to that, as I say, two or three colored real estate men have been down to see me but when they found out we were going to move out of there, they were all after it; they were all trying to secure that property, colored people.

(Testimony of the witness concluded).

Thereupon - - - -

GEORGE FREDERICK ZIMMERMAN,

a witness of lawful age, produced on behalf of the plaintiff, having been first duly sworn according to law, was examined and testified as follows:

DIRECT EXAMINATION.

By Mr. Vogt:

Q Mr. Zimmerman, how long have you been a member of the Concordia Church?

A Since 1915.

Q Were you familiar or not with the meeting held at the church on January 8th, 1924?

A Yes, sir.

Q Regarding the proposal to sign up an agreement affecting a large area?

A Yes, sir.

Q Have you the record book of the congregation there, can you turn to that resolution, Mr. Zimmerman?

A Yes, sir.

Q What recollection have you, if any, as to what agreement was submitted to the congregation for execution at that time?

A A zoning agreement, which my impression is consisted of the territory between West Lafayette Avenue and Mulberry and between Fremont and Carrollton Avenue.

Q And you say that that paper was authorized to be signed by a majority of one vote at the council meeting, is that right?

A Yes, sir.

Q Did you vote for the execution of that paper?

A Yes, sir.

Q Had you had any knowledge as to the execution of an agreement affecting the one block, would your vote have been affected by the difference in the agreement?

(Question objected to).



THE COURT: I sustain the objection.

Q When did you receive any information as to this agreement affecting the 1100 block West Franklin Street alone?

A About the first part of October, 1928.

Q Who communicated that information to the church council?

A Mr. Louis Berger.

Q Did you have any information as to that agreement prior to that time?

A No, sir.

Q Did you ever enter into any discussion regarding segregation agreements between this first zoning agreement and the time when the second matter was first brought to your attention?

A No, sir.

Q When anyone mentioned the matter of segregation of the races as to that section, what did you have in mind in connection with the church?

A Will you repeat that?

Q I say, when any mention was made to you of segregating the races in that section, what did that mean to you in

connection with the church property?

A No mention---

(Objected to).

THE COURT: He said there was no discussion.

Q You say there was no discussion between that time?

A No, sir.

Q Was or not any resolution or minutes entered upon your records, Mr. Zimmerman, that a meeting was held on behalf of the church in which this one block agreement was authorized to be signed?

A No, sir.

Q Have you examined your records for that?

A Yes, sir.

Q And there are no such indications. Who has the custody of the church seal, Mr. Zimmerman, do you have it as secretary?

A No, sir.

Q Who has the custody of that seal, do you know?

A I think the financial secretary had it.

Q Who was he at that time?

A In 1925?

Q In 1925, that is right?

A I don't know, I wasn't a member of the council then.

Q Is this the seal of the congregation, is this an impression marked on that paper of it?

A Yes.

Q Will you read what is in that seal?

A Concordia Evangelical Lutheran Congregation of Baltimore City, Seal.

MR. VOGT: I would like to offer that in evidence as an exhibit.

(Paper referred to was thereupon marked and filed in evidence as Plaintiff's Exhibit No. 4).

Q Was that same seal in use in 1925?

A I cannot answer that, I wasn't a member of the council then.

Q But you do know this seal was used up to 1928, do you not?

A Yes, sir.

Q Was there any other seal used by the church?

A Not that I know of.

Q What is your knowledge as to the presence of colored people occupying property 1114 West Franklin Street, how long have they been there?

A Well, as I recall it, they came in there during the summer of 1928.

Q Were there any other colored people situated in that block?

A Yes, sir.

Q Where?

A Across the street from the church, two four story houses.

Q When did they move in there?

A Approximately a year previous to the time we found out about this other agreement.

MR. MYLANDER: That is, in 1927.

THE WITNESS: About the fall of 1927, to the best of my belief; I am not certain.

Q Were any other colored people occupying houses in that block if you know of?

A I could not answer that.

CROSS EXAMINATION.

By Mr. Mylander:

Q Do you pass through that neighborhood often?

A No, sir.

Q When was the last time you were there?

A I was in there in January of this year.

Q You were?

A Yes, sir.

Q And the time before that was when?

A The last service that was held in the church, I think that was the last Sunday in December, 1928.

Q Up until the end of 1928, then, you had more or less weekly contact with that neighborhood in that block, 1100 block west Franklin street, is that right?

A Yes, sir.

Q Will you tell us whether or not you noted any changes in the physical appearance of the block between February, 1925 and December, 1928?

A Yes, sir.

Q Tell us what you observed, did you find any houses vacant?

A There were houses vacant, there were signs on some of the houses. The neighborhood surrounding was occupied by colored people and on two different occasions we had to have police protection for our church on account of negroes and others congregating on the corner.

Q Negroes and others?

A Negroes and white people too.

Q What do you mean by others?

A White boys and white men, and my correspondence will show you where I had to communicate with Captain Lastner of the Police Department to get protection.

Q That was about what time?

A One time was during the spring of 1928 and the other time he was around in August or September, 1928.

Q Do you know whether there were any robberies committed in that block?

A No, sir, none that I know of.

Q Did you take any note of any robberies in the newspaper items?

A No, sir.

Q What was the condition of the block in February, 1925?

A Well, it was I would consider a moderate class block at that time, moderate class of people such as I am myself lived in that block.

Q In other words, you mean to say the mass of people who lived in that block in 1925 were whites?

A Yes, sir.

Q And Edmondson Avenue at that time, was that white or colored in February, 1925?

A That was white.

Q And Arlington Avenue?

A White.

Q And Carrollton Avenue?

A White.

Q In other words, Franklin street was but one of many streets that were all white but were threatened with colored invasion, is that right?

A Yes, sir.

Q At the present time is Arlington Avenue white or colored?

A From my observation, it is colored.

Q Solid or partial?

A I think it is solid.

Q Now, Carrollton Avenue, is that solid?

A I don't know about Carrollton Avenue, it has been quite a while since I have been up Carrollton Avenue.

Q How about Edmondson Avenue, do you know anything about that?

A Edmondson Avenue between Arlington and Carrollton

is at least part black. I don't know that it is wholly black.

Q The territory to the south is all together black, is it not?

A I am not quite certain of it.

Q In other words, Mulberry street, Saratoga street, Lexington street, that is solid?

A Yes.

Q You don't find any white persons even on the streets there, do you?

A I wouldn't like to answer that.

Q Well, you don't find any living in the houses?

A I never have.

Q So that if you will compare the 1100 block Franklin Street as it existed in the early portion of the year 1925 with the last time you saw the neighborhood would you say it was in December, 1928, what conclusions would you arrive at as to that block?

(Question objected to).

THE COURT: Don't you think I should draw those conclusions?

MR. MYLANDER: Your Honor, I withdraw the question. That is all.



Q (By Mr. Vogt): Mr. Zimmerman, on December 15th, 1928, did you have a council meeting or joint council meeting of any kind?

A December 14th and 16th, two joint meetings.

Q You have one resolution there as to the filing of a bill for the nullification of this agreement. Can you give us that resolution?

A Yes, sir.

Q What date is that passed?

A December 16th, 1928.

Q Will you read the resolution, please?

A (Reading): "Resolved that Reverend Henry B. Young, President of Concordia Evangelical Lutheran Congregation of Baltimore City, and Milton O. Storm, Secretary, were without authority in executing a neighborhood agreement restricting Concordia Church and the block in which it is located to the occupancy of white people only, and that said congregation had not authorized them to execute such agreement. Further resolved, the Concordia Consolidated Congregation of Concordia Church and All Saints Church take proper steps to set aside this neighborhood agreement and have the same declared illegal and void as to its effect upon

Concordia Congregation, and that Mr. Henry Vogt, Esquire, Attorney, be authorized to act for us."

Q What is the date of that?

A December 16th.

CROSS EXAMINATION.

By Mr. Carmody:

Q When did you learn of this agreement affecting the 1100 block?

A About the first part of October, 1928.

Q Did you say the seal was in the possession of the financial secretary?

A I am positive it was.

Q What was Mr. Storm's office?

A During what year?

Q In 1925?

A In 1925 he was secretary.

Q What kind of secretary?

A Secretary of the church council and congregation.

Q What kind of secretary, financial secretary?

A No, recording secretary.

Q Did you have two secretaries?

A Not at that time, no, sir; we had two secretaries

during the year.

Q You had but one secretary and the seal was in the possession of the financial secretary---

A Oh, I see what you mean. We had two secretaries then.

Q One to take charge of the seal and one to do the recording?

A We had a financial secretary and a recording secretary at all times.

THE COURT: In 1925?

THE WITNESS: Yes, sir.

THE COURT: Do you know who was the financial secretary then?

THE WITNESS: No, sir, but this book will show it.

Q Show us in that book?

A Mr. Louis Berger---

Q Read it from the meetings, not from the summary.

A Mr. Louis Berger during the entire year of 1925 was financial secretary.

Q Was it stated at that meeting on December 16th called to repudiate the agreement, was it stated at that meeting that the agreement had been recorded?

A No, sir.

Q That was not disclosed?

A No, sir.

Q Did you know that it had been recorded?

A No, sir.

Q Did you know who had signed it for the church?

THE COURT: The resolution says so.

A Yes, we knew that Mr. Storm and the Pastor had signed it.

Q Did you know that the Pastor had signed it as President?

A No, sir.

Q Did you know that Mr. Storm had signed it as Secretary?

A No, sir, I did not know that.

Q Did you know the signature above the name of the two officers just mentioned?

A I have never even seen the agreement, I don't know what it looks like.

Q You don't know that?

A No, sir.

Q Who gave you the information that there was an agreement in existence?

A Mr. Louis Berger.

Q At one of the public meetings?

A At one of the council meetings.

Q What date did he give you that information?

A I have a lot of minutes here.

Q By the way is that the same Mr. Louis Berger who was financial secretary in 1925?

A Identical.

Q Who had the seal?

A Yes, sir.

Q When did he give you the information that that agreement was in existence?

A If I recall correctly, it was at one of the joint meetings between the two councils.

Q You cannot place the date, can you?

A Well, it is in here.

Q And the minutes don't show it?

A It is in here. I was secretary of the joint council meeting and was also secretary of the Concordia, so I have two sets of minutes here.

Q In the same book?

A Yes, sir. On Friday, November 23rd, 1928, was a joint

meeting between the two church councils. Do you want me to read it?

A Yes, I wish you would.

A (Reading): "Brother Berger outlined the present conditions existing at Concordia Church that of the scattered and declining membership of both the church and Sunday school; the absence of a Pastor; the surrounding neighborhood and the fact that Concordia Church was supposedly bound by a 'block agreement' not to dispose of the church property to colored people for a number of years to come. He also pointed out the fact that the Lafayette Square Protective Association secured the signature to an 'area' agreement (the area consisting of approximately eight city squares) by a constitutional congregational meeting in the year 1925 which was to be in effect for a period of ten years, but understood this particular agreement was never consummated. Also that a short period of time after this agreement was executed, some of the householders in the 1100 block West Franklin Street appeared before some of the members of the church council of Concordia Church following an evening hour of worship with what is known as a "block" agreement asking that the secretary execute it. Discussing among them-

selves the question and as these representatives of the block desired quick action, the secretary of the Church Council of Concordia Church signed the document and upon looking up the records of the Secretary following that particular time, there is no evidence upon the records that this latter action was ever properly passed upon by the Church Council or the congregation of Concordia Church. In view of this, Brother Berger stated he was not certain whether Concordia Church was legally bound by the latter agreement or not. He also stated that it was his personal feeling that either of the two agreements was null and void as colored people moved in next door to the church this past summer and are still there."

Q You heard Mr. Storm testify?

A Yes, sir.

Q That when he signed that agreement there was only Mr. Berger, Mr. Young, Mrs. Young and himself present?

A Yes, sir.

Q Does that statement of Mr. Storm agree with what you have just read?

THE COURT: Do you think the witness ought to be called upon to answer that?

MR. VOGT: We object, your Honor.

THE COURT: That is a matter for argument, Mr. Carmody. You may contend that it does not and the other side may contend that it does, and I will have to decide it.

Q Was that the first knowledge you had of the existence of that agreement?

A Yes, sir.

Q Did you know they had these meetings in the church to form a block association or agreement?

A No, sir.

Q You did not?

A No, sir.

Q Had you heard it discussed at all before that?

A No, sir, not the block agreement.

Q Did you know Mr. Young, the Pastor?

A Very intimately.

Q Did you know that he had signed this agreement?

A No, sir.

Q As President?

A No, sir.

(Testimony of the witness concluded).

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(Thereupon, at 4 o'clock P. M., an adjournment was taken until 10 o'clock Monday morning.)



Monday, October 28, 1929.

Hearing in the above entitled cause was resumed on Monday, October 28, 1929, at ten o'clock a. m.

Present: Counsel for the respective parties.

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Mr. MYLANDER: In order that the record in this particular case might stand right, I understand the amendment to our answer is granted in this case, is that right, your Honor?

The COURT: Yes, I will grant it in this case.

Mr. MYLANDER: That is without prejudice to our filing an answer in the other case.

Mr. CARMODY: Of course, I will expect the testimony to substantiate the allegations.

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Thereupon --

JOHN H. HESSEY,  
previously produced, sworn and examined on behalf of the plaintiff, resumed the stand for

DIRECT EXAMINATION (continued)

By Mr. Vogt:

Q. Mr. Hessey, will you state whether or not legislative sanction was procured to this particular paper, which is the subject of this controversy?

A. It was not, so far as I know, Mr. Vogt. I did not have anything to do with securing it. Whether anybody else did or not, is a question I do not know. I have never heard of it having been secured .

Q. I understood you to say that when this agreement was executed that as the parties appended their signatures, you included the property that the signer owned, is that correct?

A. If you will let me have the paper, I will try to tell you how they were secured.

(Paper handed witness).

A. The paper was prepared with a blank space for the insertion of the names of the persons who signed the paper, together with the property to be put in after their names. That was the only blank in the agreement. Then the agreement was turned over to these people who were in my office or to some representative. They went out and

secured the signatures to this agreement. If I recall properly, this agreement was finally brought into my office by the notary.

Q. Who is that?

A. Mrs. Young.

Q. Was she the representative of these people in procuring that paper?

A. She had something to do with it, yes, in securing the signatures.

Q. She made the collection of the funds to --

A. That I can not tell you, I had nothing to do whatsoever with the collection of the funds, Mr. Vogt.

Q. Well, you mentioned there was a blank in there --

A. I was going to tell you how the paper was prepared. Then after Mrs. Young brought it back into my office we took the list which she had, as I recall it, which showed the names and the dates on which the acknowledgments were taken, and then I caused a separate acknowledgment to be written up for each date on which an acknowledgment was taken, there being filled in that acknowledgment the names of the persons who acknowledged

on that particular deed. The acknowledgments were then attached to the paper, they were then inserted in this blank space -- I might say there was not sufficient blank space to take care of all of these names that are in here, so that the first page had to be rewritten and the second one had to be rewritten in order to get the names in here properly. The only change that was made in this agreement was the insertion of the names and the property after the agreement was brought back to my office.

Q. Well, the first party executing or signing that agreement would have substantially a blank paper as to the description of properties, is that correct?

A. As to the numbers of properties, yes, but as to the block location, no.

Q. What designation as to the block location is in there?

A. I will read it to you, Mr. Vogt, it is here.

Q. Just let me ask you this a moment, if you will. Nothing was in the paper connecting the ownership of any particular lot, or was it, in that lot with the party who was to sign it, that was a blank?

A. No.

Q. Will you tell me how much of this first page was blank when the instrument was first sent out?

A. As I say, from the words, "This Indenture", down to "or some interest therein", I see was on the paper, then came a blank space, then followed, "Now, Therefore, each of the parties", which follows immediately after the names and the location of the property. I say there was not that particular blank space because this page had to be rewritten after it came back.

Q. So none of the parties were designated in the agreement when it was first sent out?

A. No, the only designation was that it was to be effective or of not binding force except upon that property which is located in the 1100 block of West Franklin street on both sides of the street. Now, that was in there, that is the only thing that was in there.

Q. Have you any knowledge of how the device, with the words, "corporate seal" on it, came to be attached to that paper, Mr. Hessey, as to the church?

A. Mr. Vogt, in looking at that I would say that after this paper was brought back to my office to verify and to

check the signatures, you could see it was in proper shape and I entered there, "Concordia Evangelical Lutheran Church", and the word, "corporate", after the word "seal". The word, "seal" was the only word appearing thereon.

Q. That is the date the paper was put on record?

A. I won't say it was the date it was put on record, but it was after it came back to my office and before it was put on the record.

Q. Who returned that instrument to your office?

A. I think Mrs. Young did to have me put on the acknowledgment.

Q. Then it was nothing more than the scroll with the word, "seal"?

A. The usual word, "seal", you find at the end of these.

Q. Not, "corporate seal", but just the word, "seal"?

A. Just the word, "seal".

By Mr. Mylander:

Q. Mr. Hessey, did it occur to you when you saw the paper with the signature, Walter C. Mylander, attorney, and then setting out the various names of the owners, that that was a crude way to sign a final consummated paper?

A. Well, it occurred to me -- this is what occurred to me, Mr. Mylander. When I saw it at first, I first thought or wondered where the power of attorney would be by which you had signed it. I saw there was no power of attorney, and I found none on record, and I don't think I found any place of record for the deed because if it was a long while ago that the property was acquired, I did not go back that far.

Q. So it did appear to you to be so irregular that you found it necessary to change the wording of it somewhat?

A. I changed it individually and as attorney. I notice now; I did not notice at the time when I got that far that you had signed it.

Q. It sets forth the names of all the owners, the seven co-owners, and you thought the last name could not be myself over again, so you changed that to, "Willard C.", or you thought it was, "Willard C."?

A. No, I did not change it, I put in your individual capacity as well as attorney. I say this, I advised them at the time there might be some question as to the authority

that you had to sign in that fashion.

Q. It would be all right on a contract, wouldn't it?

A. Oh, yes.

Q. But you would hardly see that signature on a completed deed of transaction?

A. No, of course not.

Q. If you were putting through a title you would not take my signature the other way, would you?

A. Of course not, unless I had the reference to your power of attorney.

Q. How many of those sheets were sent out; can you tell us how many sets of those papers were sent out for signature at the same time?

A. Of this particular paper, you mean the 1100 block West Franklin street?

Q. The 1100 block West Franklin street?

A. As I recall it, there was only one, because it was a short block and quite a number of them came into my office on the morning after the colored people moved in and were ready to sign it then and there.

Q. You say it is only a short block?



A. I mean it is only one block and the other agreements I had prepared covered so much territory.

Q. But it wasn't a short block, I believe the testimony shows the two sides take in 750 feet?

A. Well, I don't know. I mean just one block.

Q. You saw the original papers which you sent out, didn't you prepare them?

A. Yes, sir.

Q. And didn't those original papers have in them a clause something like this, That this paper is one of a series which, together, should make up the whole agreement?

A. That was in the northern and southern territory, Mr. Mylander. They had that because there were more than one of those papers out.

Q. You say that agreement was not in this agreement?

A. It may be.

Q. In other words, it isn't in the paper as written there?

A. No, I don't believe it was.

Q. But in the paper as signed, wasn't there a clause that this agreement was one of a set of similar papers

which together should constitute one agreement; I am not giving the exact words?

A. Not as I recall it in this particular block. That is true with reference to the larger areas.

Q. Have you any duplicates or exact copies in your office of what was signed for this particular block?

A. I would say not. As I told you before, I have so many of these for all of the territories, I have given so many of them away and it became so involved, I could not pick you out an exact copy for the one for the 1100 block West Franklin street.

Q. The paper here as submitted, the first page, was rewritten, is that correct?

A. Correct.

Q. The first page has in it, beginning with, "Whereas", reciting the various ownerships, all of that was not in the original paper, am I right?

A. From the words, "or some interest therein", was not in the original paper. It couldn't be inserted in there.

Q. It embraces from this point here, beginning at the third line of the second paragraph to the end of the

page?

A. Yes, sir.

Q. Now, the second page, what was in that?

A. Clear down to the words, "Now, Therefore".

Q. Firstly, I understand the second page from down to there (indicating), was not in it?

A. Yes.

Q. That is more than half of the second page?

A. Yes, sir.

Q. Those were rewritten by your stenographer?

A. I think so; yes, sir.

Q. Did you personally check the wording of the balance of the second page and the third page to see if this was exactly the same?

A. Yes, sir.

Q. Without any corrections whatever or change in phraseology here and there?

A. The exact agreement that was sent out.

Q. Did you personally check it up?

A. Yes, sir.

Q. And yet you haven't got the original papers here

from which the check up was made?

A. I told you, Mr. Mylander, it has been quite a number of years ago, and I have had two or three of these suits and I don't believe I can pick it out, to save my soul.

Q. Here is a signature, F. S. Freeburger, Agent, what are those numbers?

A. 1142, 1135 and 1137 Franklin street.

Q. You didn't write the signature as agent and you struck that out, didn't you?

A. I could never tell you that.

Q. Well, it is irregular to sign a formally consummated paper or formally consummated deed simply so and so, agent, without referring to power of attorney, isn't it?

A. Yes.

Q. He signed it individually, but when it came to his signature as agent, you thought that signature did not add anything to it?

A. I can't say whether I struck it out.

Q. But you thought my signature would look a whole lot better if you made it read individually and as attorney for

the other parties?

A. I won't say about the looks of it, Mr. Mylander.

Q. It would look more like a formally consummated deed?

A. Yes.

Q. It did not look like a proprietary paper or contract?

A. No, sir.

Q. That word, "corporate seal", you say you drew in?

A. Yes, sir.

Q. Is there any other change or alteration in that paper that you have knowledge of?

A. Of course, this isn't a change, but that is my handwriting, "Test as to all". The word, "seal", after Mary E. Dowd, is my handwriting.

Q. In other words, opposite the words, "Mary E. Dowd", there was no seal, and you thought there should be a seal, so you put the word, "seal", there?

A. Oh, yes, I put it there.

Q. It wouldn't have looked right without the seal, would it?

A. No, it wouldn't have looked right.

Q. I notice here is another corporation with the seal

just drawn in, "Realty Centre, Incorporated". Do you know who drew that seal in instead of an impressed seal, just a drawn seal?

A. That resembles the handwriting of Mrs. Young. I am not positive, however. These words, "and president", are in my handwriting also after the words, "Henry B. Young."

Q. That is, the Reverend Henry B. Young did only sign as pastor, as the witnesses have testified, and then you inserted afterwards when it came to recording it, "and president"?

A. Yes, sir.

Q. Here is another signature stricken out, what is that?

A. That says, "Milton O. Storm, secretary, parsonage."

Q. That was signed at the wrong place, therefore you struck it out?

A. I don't know I struck it out. It is stricken out, at any rate.

Q. All of these signatures did not constitute the various signatures obtained at various times on separate sets, will you explain to us why we have a page like this, for instance, only one-third filled and the following page

filled up?

A. I can not answer that, Mr. Mylander.

Q. If all of those signatures --

A. It may be my impression is wrong. There may have been more than one agreement, but I can not recall it.

Q. The paper looks like it, doesn't it, as though there might have been more than one agreement?

A. It does.

Q. In the ordinary practice of your office, you would not let a page like that in the centre of the paper go out only one-third filled, would you?

A. Of course, Mr. Mylander, none of these were signed in my office.

Q. I understand, but the ordinary signatures would be in consecutive order, wouldn't they, I don't care who got them, if a notary got them?

A. They ought to be.

Q. Now, coming to the dates of these, you say Mrs. Young furnished you a memo, she took such and such acknowledgments on such and such a date and you filled in the certificates?

A. That is my recollection.

Q. Did she convey that information to you orally, or have you a memo of the subject?

A. I think she had a book which she carried around with her which showed that.

Q. I want to know what relation Mrs. Young bears to this whole matter, who paid you your fee for attention to these papers?

A. Lafayette Square Protective Association.

Q. Who collected the fees, do you know?

A. They had officers. The late Robert L. Ramey was president and they had a treasurer, his name was Duncan, and others, and they had meetings at the various churches, at which time they collected dues from the property owners in the various blocks around there.

Q. Most of these people were not members of the Lafayette Square Protective Association, you know that, don't you?

A. I can not tell you who were and who were not, I did not have anything to do with that portion of it.

Q. I want to find out to whom accounting was made of the various sums collected from each signer of that paper?



A. That I can not say because I did not have anything whatsoever to do with that. It was paid by the Lafayette Square Protective Association, as I recall it, I was paid for the work which I did for that particular block.

Q. This paper, when it was rewritten, you filled in the sixteenth day of February or did you fill in the sixteenth day of February rather than some other date?

A. Answering it offhand, I would say that is the date of the first acknowledgment. Yes, sir, that is the date of the first acknowledgment.

Q. Then why did your stenographer, in writing that paper, leave blank lines for the date and the month, if the date was already determined when she first rewrote that paper after the signatures had been obtained to it?

A. I could not say that.

Q. Now, I understand you to say that the first and second pages were rewritten?

A. Yes, sir.

Q. I understand you also -- if

I am incorrect here, correct me -- that the third paper was rewritten, but you say it was written exactly

like the original paper was?

A. Yes. You see, Mr. Mylander, the space that you have on the first and second pages where I have inserted the names and the property owned by the parties, that space could not be determined until after they had all signed, and there wasn't any such space as that left in the original agreement.

Q. On all of the several propositions up there you felt it necessary to examine titles?

A. There was only one other, Mr. Mylander, and that was done. That is the 400 block North Carey street.

Q. Did you examine the title in that block?

A. As I say, I had it done.

Q. But you felt the necessity for having it done?

A. It was only done, as I explained the other day, to check up the record on it. No attempt was made in that instance either to secure the mortgagees or the leasehold owners or any remaindermen at all.

The COURT: You mean the reversion?

The WITNESS: The reversion; yes, sir.

Q. But in this instance you made no attempt to examine title whatever or to have it done?

A. It is a question I would not like to say.

Q. Well, I understood you to say so before, am I incorrect?

A. I would not say that you are or are not.

Q. And you never said anything to Mrs. Young about the report on titles being correct as set forth?

A. No, sir, I could not say that.

Q. Then how could you say whether the signatures that you were obtaining on this paper amounted to anything whatever if you -- supposing one man had signed as owner for the whole block, would you have just taken him as the owner of the whole block without verification?

A. Not for the whole block, Mr. Mylander.

Q. Well, I want to find out just how far you had gone?

A. I can only say what I did, not what I would have done.

Q. But that is what you did, you just took the names you found on the paper and recited them as the owners?

A. I am inclined to believe I made some sort of an investigation as to this particular block. Now, that is my recollection.

Q. Have you got some sort of an investigation here to show to us?

A. I don't have it in that particular file.

Q. What would that indicate?

A. That would indicate whether I had or had not. As I say, I had any number of files in this. This covers a period of some years. I find here, Mr. Mylander, in looking at my records, that there is a deed here which was furnished by Mrs. Young, showing the dates the acknowledgments were taken as of these properties.

Q. These are what Mrs. Young furnished you at the time?

A. Yes, sir.

Q. I see you have in the acknowledgment here, "acknowledged said indenture or agreement to be the act and deed of Dora Mylander, Florence Mylander, Katie Mylander, August C. Mylander, William F. Mylander and Millard C. Mylander and Anna Faust." Is that the way she acknowledged it, to be the act and deed of Millard C. Mylander?

A. I don't know about the names, Mr. Mylander.

Q. What do you mean when you say, "Millard C. Mylander", there is no such individual as Millard C., it is Walter C.; I just want to find out if that is the way she acknowledged

it.

A. Your name is in here as Walter C. Mylander,  
Walter C. Mylander as attorney.

Q. "and he acknowledged said indenture or agreement to  
be his act and deed and he also acknowledged said indenture  
or agreement to be the act and deed of Dora Mylander,  
Florence Mylander, Katie Mylander, August C. Mylander,  
William F. Mylander and Millard C. Mylander and Anna  
Faust."

A. You say that isn't Millard C.?

Q. It wasn't intended to be.

A. Well, then, I suppose that is an error of mine in  
reading your writing.

The COURT: That is the way Mr. Mylander signs his  
name, you will notice above.

The WITNESS: Yes, sir. I suppose that was my  
error.

Q. Did you have any authority to line in the church  
seal; when you drew in the corporate seal there, did you  
have any authority to do that?

A. From the church?

Q. Yes.

A. I did not.

Q. And Realty Centre that Mrs. Young, in your presence, drew in the corporate seal for them, did she have any authority?

A. I don't know anything about that. I know Mrs. Young had been there and talked to them, but I did not know anything about any authority. I don't know whether she did or did not have it.

Q. But you do identify that as her handwriting?

A. I think I am almost positive, however.

Q. Did you have any authority from the church secretary to add the words, "and president"?

A. No, I received none from the church.

Q. And in drawing in the word "seal" after Mrs. Dowd's signature -- do you recall that?

A. Yes.

Q. Did you have any authority to draw that word "seal" in there?

A. I did not have any direct authority from her, it was only to fix the agreement the way it should have been. Instead of signing on the corresponding line where the seal

was, she signed above.

Q. You never saw any of these parties yourself?

A. I never saw any of the parties sign the agreement. Some of the parties came to my office on the morning to have the paper drawn.

Q. How many of those parties?

A. There were four or five.

Q. Mrs. Young was the lady who had the business dealings with all of the parties?

A. No, she did not have anything to do with that visit to my office.

Q. I mean with the exception you have noted, for all the other parties Mrs. Young was the business representative?

A. I do not say that. She was the notary who took the acknowledgments. She was connected with the Lafayette Square Protective Association.

Q. Where does Mrs. Young live, do you know?

A. She used to live on Harlem avenue, I think; I don't know the number. I think she now lives on Carey street.

## CROSS-EXAMINATION

By Mr. Carmody:

Q. Mr. Hessey, did you have an interview with Pastor Young, the pastor of the church there, at any time?

A. I can not answer that, Mr. Carmody, because I do not recall the parties. You see, this has been a long time ago and there were so many interviews I had with this Lafayette Square Protective Association that I would hesitate to say I had an interview with Pastor Young.

Q. Do you recall that his signature was on the paper and that you wrote under it, "president"?

A. Yes.

Q. But you do not recall ever speaking to him?

A. I do not, Mr. Carmody.

Q. Do you recall ever talking to Mr. Storm, the secretary?

A. I do not.

Q. You don't remember any dealings with him?

A. No, sir, I do not. I won't say I did not, now, but I don't recall it.

Q. Did you have an interview at any time with Mr.



Berger, who was a member of the council of the church?

A. Not that I recall.

Q. You don't recall that?

A. I don't recall.

Q. Did you attend any of the meetings that were held in the church with regard to the 1100 block West Franklin street?

A. I attended one meeting held in the church, but whether it was with reference to the 1100 block West Franklin street or the other area, I do not recall.

Q. Do you recall whether at that meeting there were any representatives of the church that attended?

A. About the only person I remember was some one there to welcome us as we came in. What connection he had with the church, I do not know.

The COURT: You do not mean the Lafayette Square church, do you?

Mr. CARMODY: No, I mean the church in question here, the All Saints or the Concordia church?

The WITNESS: Yes, on Franklin street.

Q. The meetings were held in the church, weren't they?

A. Some meetings were, yes.

Q. That is, in the Concordia?

A. Yes, sir.

Q. And you attended one there?

A. I did.

Q. And you were welcomed by some person in authority, apparently?

A. Well, I was welcomed when I got there by some one who was there welcoming everybody as they came in.

Q. Mr. Hessey, will you look at this paper again. From that paper will you tell the Court what date the pastor and the secretary acknowledged that to be their act.

Mr. VOGT: Objected to.

The COURT: Well, that is simply for convenience. The paper itself shows it.

Mr. CARMODY: It is simply asking you to tell what the date of the acknowledgment is.

The WITNESS: The 18th of February.

The COURT: Did they both acknowledge it?

The WITNESS: Henry B. Young, president.

The COURT: The question is the date on which the

pastor of the church and Mr. Storm acknowledged.

The WITNESS: There does not appear to be any acknowledgment of that date for Mr. Storm, only for Henry B. Young, president.

By Mr. Carmody:

Q. No acknowledgment from Mr. Storm?

A. No, sir.

Q. Are they not joined in the one acknowledgment, Mr. Hessey?

A. No, sir.

(Testimony of the witness concluded).

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Thereupon ---

ELIZABETH YOUNG,

a witness of lawful age, produced on behalf of the defendants, having been first duly sworn according to law, was examined and testified as follows:

DIRECT EXAMINATION

By Mr. Carmody:

Q. What is your full name?

A. Elizabeth Young.

Q. And your residence, Mrs. Young?

A. At present, 423 North Carey street.

Q. And your occupation?

A. Notary public.

Q. Mrs. Young, you have seen the agreement which was marked an exhibit in this case, that is, the agreement that has been signed by the parties to the agreement. Will you please tell the Court the circumstances regarding the signing of that agreement between all the parties; how it originated and who employed you and who you represented, and everything connected with the agreement, and speak so that the Court can hear you?

A. Yes, sir. Well, through the Lafayette Protective Association I was appointed notary and also another lady was appointed notary, but isn't a notary today. We won't speak of the territory because that has nothing to do with the case, we are losing time, I can write books on that but I won't do it. We can come right direct to the block question. The block question is this. Everybody that signed the first paper in that block signed the second with the exception of a few, the few people that did not sign. Mr. Berger was the head one to go around with me, had the paper, read it out, and I wouldn't have gotten the signatures were it not for Mr. Berger. Mr. Berger sent for us, they were not ready for us to sign the paper over there at the church, and Mr. Berger said, Come such and such a time, and some of the people in the block went. I did not, I only went when I knew I could go there and take the signatures. So when they sent for me, I went. I went different times and they were not quite ready, so finally one time they were ready, and the papers will show when they were ready. They signed in good faith. Had it not been for Mr. Berger they wouldn't have signed.

They had gotten a new pastor at that time and were most anxious, most eager to have their pastor satisfied. They wanted to keep him, they thought he was just one splendid man, and a few weeks, I think something like two weeks or three weeks that he was there before they would really sign the paper. They wanted him protected and we wanted the church, that is, the neighborhood, the block wanted the church's protection and they were hand in hand. They never worked harder than they did at that time when it was just a block paper. Now, that is the situation. Mr. Berger went over to Ahrling's, had it not been for Mr. Berger I wouldn't have got the Ahrlings, because they were just holding off. That is the situation of that block paper. That is just exactly the way that paper was signed. They were heart and soul in it, and more eager then than they ever were, and we had meetings over there and they were most courteous, but they always wrangled among themselves, I never heard of a congregation wrangling among themselves like that. And the same way out there, Mr. Berger's wife is a nervous brekdown today --

The COURT: Mrs. Young, I think you had better

confine yourself to the question.

The WITNESS: All right. That is the situation of how they signed the papers and I was there at their service when they sent for me. That is all I can say.

Q. This is the paper I had reference to, this is the same paper you refer to that you went around with Mr. Berger to have signed?

A. This is the identical paper, the same paper, except what Mr. Hessey tried to explain, and when I went to see Mr. Mylander, Mr. Mylander had this paper. He sent for it, he had it, he read it over. The committee waited on his sisters when they lived on Carrollton avenue, and they said, Well, they would leave it to their brother. They went again. So finally they had decided, they told the brother they were satisfied, and I had gone to Mr. Mylander's office repeatedly and repeatedly and explained things. So finally he said, Yes, he had to wait until his sisters were satisfied. When I went there and he signed this that was the time he told me they had told him to go ahead, and, of course, a man an outstanding attorney like him -- I am only an ordinary

notary, I did not know he was putting a hitch in here, if there s a hitch in it. I took him as a man of his word, as an outstanding attorney, and if we can not rely on them, I don't know what else we can do. He certainly did sign this in good faith and, furthermore, I went back over and over again to get the money that was due to the block. I promised the block I would get the four dollars from him, and I went there repeatedly and repeatedly, and finally I did get the four dollars, and his brother in the block gave three dollars for this very cause now, and his tenant, who is in there now, has been there twenty years, and he has talked about the block not being what it was or is. If he won't paint the inside -- they did all the inside painting. Mrs. Williams, who was the hostess -- rather rented the house where the parsonage is now, she is there now; she has been there six months, and when she went in there he told her he knew the block would be good for two years and she will tell you that herself, if the block had gone down so terribly. That second hand place hasn't been there two or three years. I don't feel like arguing with an outstanding gentleman



like this, I was only a servant for the block and I did the best I knew how, but from now on I don't think I want to be a Lutheran.

Q. Mrs. Young, was there any misrepresentation made in regard to the deal?

A. Hever once, they had the paper once and read it over. Mr. Mylander had to go to Mr. Hessey's office and get it, and he read it over, and Mr. Berger knows all about it, because I would never have gotten the church people for Mr. Ahrling, who was sick in bed, if it had not been for Mr. Berger.

Q. He went with you?

A. He went with me and up to the bedroom and he had this and it was signed in his presence. He read it to Mr. Ahrling because Mr. Ahrling was a sick man.

Q. Do you recall the meeting at which Mr. Storm signed and acknowledged that paper?

A. Well, I will tell you, Mr. Carmody. We had so many meetings around different places and so many meetings right in that basement of the church, and their own members attended and their own members only were too glad to have

it protected, but as for days and dates, this is all I can say. That is all I can remember.

Q. I am not asking as to the day or the date, I am asking you if you remember the circumstances of Mr. Storm signing it?

A. Oh, yes, sure, he signed it and he also knows I went down to the B. and O. at different times and had them look it over because my president was so exact, Mr. Ramey was so exact, "Now, Mrs. Young, be sure, you better go two or three times and be sure to see that they know what they are doing", and I went down to the B. and O. and I said to Mr. Storm, "Mr. Storm, this is the paper you acknowledge, this is your signature," not only when he signed it, but afterwards.

Q. At the time at which he signed that, who was present?

A. Well, there were quite a number of people there, quite a number. I don't know who they were, but there were some folks around, the congregation was around, and they were having some special. What that special meeting was, I don't know, because, as I say, I never

went until it was time for me to go.

Q. Do you recall whether it was in the morning or afternoon or evening?

A. When that paper was signed, it was signed in the evening; absolutely in the evening.

The COURT: Was it Sunday evening?

The WITNESS: Well, now, I don't know whether it was Sunday evening or Wednesday evening. It was either Sunday evening or Wednesday, but whichever the day is, it was signed, I don't know what evening it was.

By Mr. Carmody:

Q. Was Mr. Berger there?

A. Yes, sir, Mr. Berger was there.

Q. Did you hear Mr. Berger make the statement they did not have authority to sign it but he could go ahead and sign it if he wished?

A. Mr. Berger was only too eager, he never made any such remark in my presence.

Q. You did not hear such a remark?

A. No such remark was made. He was only too helpful to me to go around and get the signatures. I never could

have accomplished what I did had it not been for Mr. Berger.

Q. I understand that the acknowledgment of Mr. Storm isn't on that paper, though. Can you give any explanation of that, did you know that?

A. I don't know how that was neglected, I can't say how that was neglected if it isn't on there. That is all I know, because he certainly did acknowledge it in my presence, and if I did not put it down there, that is most unfortunate; but I think it should be down there.

The COURT: Let her see if she can find it.

The WITNESS: It should be down there, that is all there is to it.

The COURT: See if you can find it.

The WITNESS: I know he acknowledged to me, I know that. It must be in some other paper.

The COURT: Mrs. Young, what did he acknowledge?

The WITNESS: He acknowledged that was his signature in behalf of the church.

The COURT: In behalf of the church?

The WITNESS: Yes, sir, I can't remember any more.

By Mr. Carmody:

Q. Do you know how many property owners in the 1100 block of West Franklin street signed that paper?

A. Well, I think at the time -- now, I don't know, that tells for itself, because we would never undertake to put a block on record unless we had 80 or 85 per cent and that was the greatest percentage of any block we had with the exception of Mulberry street and the 400 block Carey street. There were plenty of blocks that could have gone on record but there were investors there. Mr. Ramey was too conscientious and Mr. Ramey advised me not to encourage the people when I could not get the investors. My own block on Harlem avenue, we had nearly 90 per cent but I had a few investors there that positively would not sign, and it was not fair to the people, and so it was in all the blocks. If I had thought for one moment that this would have been brought up I would have stopped because Mr. Ramey gave me the greatest number, the greatest part, but the investors would slip in the block like they are doing in all blocks, and then, of course, we would have the people going both ways. So

we would not tie the people up and this 1100 block, we wouldn't have allowed them to go on record for one moment if it wasn't for the fact they were helpless whites and needed protection and they had some homes that were not paid for, each and every one needed protection and were satisfied that those colored people stay there, to live with those people rather than to live in a block with seven or eight families. That is how that block was signed up, simply to help the helpless whites, from a humanitarian standpoint.

Q. Do you know how many in that block did not sign it?

A. I think everybody signed with the exception we fell down on those and Mr. Hesse was just a little slow in getting it on record, which he has apologized many times for that. They slipped in and got a mortgage on and that was the house next to the church. Everybody signed it.

Q. Everybody but two in the block signed it?

A. Yes, sir.

Q. Both on the north and south side of the block?

A. Yes, sir.

Q. There is a store, the side of a store on Franklin

street that extends along the 1100 block, it faces, I think, on Carrollton avenue, doesn't it?

A. Yes, sir, that is Crook's store. I could not get them to sign and we didn't want them because they face the other way. They face the other way and Mr. Ramey never took a block or never took a piece of property that faced the other way, and it isn't in our paper, that isn't considered in our paper at all.

Q. Did you take all the acknowledgments?

A. Yes, I have taken all these acknowledgments.

Q. Did you leave the paper to be read, or did you read it to them before they signed it?

A. In mostly all cases the paper was read to them and they had it to read over. They knew just exactly what they were doing. The church people had that paper in their church and read it over.

Q. Were there any false statements made or misrepresentations made regarding the paper or its character?

A. Never, never. This is the way it was and that is the only way, with the exception of where they had to take and copy it over so as to get their names in there

properly.

Q. Was there anything misleading said to Mr. Mylander?

A. Never, never. I don't see how he could say it or think it, even.

Q. Were any misrepresentations made of what the paper was?

A. Never, nothing misleading, and Mr. Mylander even asked me, "Have these all been properly acknowledged?" I said, "Mr. Mylander, I have gone over them and they are all properly acknowledged", and when he signed -- I said, "Is it necessary to get your sisters?" He said, "No, now it is all right, I take charge of their property and I answer for them." What more was I to do? When a man has charge of his own sisters' property and I have nothing more to do with it, what else is there to do?

Q. What have you to say as to the agreement or as to any additions that were made after the signatures were obtained?

Mr. MYLANDER: Ask her if she hasn't got the original papers.

The WITNESS: There are the original papers right there with the exception of Mr. Ramey's -- just copied



off the papers, that is the original paper and nothing else but the paper. That is the paper and I don't care who says otherwise. I am a woman but I don't care who says otherwise. I think these men have made a habit of forgetting.

Q. Did you leave that paper with Mr. Mylander ?

A. Yes, sir, indeed.

Q. He had it in his possession?

A. Yes, sir, indeed, he had it and read it over.

Q. How long did he have it in his possession, do you know?

A. Well, it may have been a day, I don't know; but I let all of them have it whenever they wanted it. I was always willing -- the paper reads the same as the old paper almost, but this is the original paper that Mr. Mylander had. I went down to Mr. Hesse's and asked him if this way is all right after he signed it and Mr. Hesse says, "Why, sure, if Mr. Mylander signed it for his sisters, that must be perfectly all right." It is most convenient sometimes to forget.

Q. After the signatures were attached to this agree-

ment, were there any alterations made?

A. Not any that I know of. Mr. Hessey was the attorney and I know -- I see no alterations or nothing else. It was just as it is. Mr. Hessey was the attorney for the paper.

Q. When you called at Mr. Mylander's office, did you call there for the purpose of taking an acknowledgment?

A. Yes.

Q. At Mr. Mylander's office?

A. Absolutely.

Q. Then did he acknowledge that you were a notary?

A. He knew that I was a notary, sure, he did. He had asked me that question previous, before he had signed his name to it. He was very particular about that, if everybody else had done the right thing. He was the last one that signed that paper.

Mr. MYLANDER: He asked if everybody else had done the right thing?

The WITNESS: Yes. It may not have been just that word, but that is what you meant, that is what you said, you know, in reference to the people signing it, and I told

you, Yes, that they had acknowledged.

By Mr. Carmody:

Q. Was the paper that you presented to Mr. Mylander just a few lines of typewriting?

A. Oh, no, this is it.

Q. The whole paper?

A. This is just as it was.

Q. With all the parties' signatures?

A. Just as it is.

Q. Now, as to the present appearance and condition of that block. You are familiar with the block, you have known it for some years, I suppose?

A. Oh, yes.

Q. When did you last visit there?

A. I visit there nearly every day going through to the stores and going through in the car.

Q. You are thoroughly familiar with the conditions of the block at this time?

A. Yes, sir, thoroughly.

Q. What, if any changes have taken place in the block, say, within the last two years?

A. Well, in the last two years there is a piece of property that was renting to people that I know, who now live next door to me, and they were getting forty dollars for it and they wouldn't do anything for them. Finally the people told them they would have to move. Well, they said they would have to move. Since those people moved out they are paying forty dollars next door to me, they have had hard luck, they should have hardluck. They had a good tenant and did not know how to treat them.

Q. That is one piece of property, any other?

A. There is another one in Mr. Mylander's house, I think he has a tenant there who has been there from twenty to twenty-two years, I think. She tells me she has done all the painting on the inside and she begged him to do the painting on the outside but they won't do it. They have Latrobe stoves and they are paying a pretty good price, so I don't think that house owes Mr. Mylander anything.

Q. Any other?

A. Oh, yes, in that block is where Mrs. Herman lives in now. I don't know whether she is paying \$35, because she was going to rent a piece of property from me and I

asked forty dollars, and I think Mr. Mylander is getting thirty-five dollars; thirty-five dollars for an old-time Latrobe stove, coal to carry up, which I think is a very good price. When she went in there he told her he thought the property would be good for the next two years. He knows she has been there five or six months and this is what they are trying to do to our helpless white race. I would rather take care of one helpless Christian than to have a multitude and do no good.

Q. You have devoted a good deal of time to Mr. Mylander's property. Is that the only property in that block --

A. No, the house where the second-hand furniture place is. It is true it isn't very pleasant, but the people don't mind it because the man has to make a living. He helps out many a poor white and many a poor colored and as long as they are white people, the people are satisfied. If they had the wherewithal to get out like some other people, of course, they would not tolerate this, but they haven't, and shouldn't they have some protection when the church people were eager to get their protection and now because they are ready to take their money and put it somewhere

else, the poor white people have to sacrifice themselves. You know, that isn't fair to the other properties. There was one property, 1107, Mrs. Sheckells sold for the sole purpose of trying to protect the block. She sold it to some one and they put negroes in there and we fought it and a man by the name of Johnson went to jail until he vacated that house, and they have had tenants in it ever since. I understand Mr. and Mrs. Ahrling are not anxious about that block going black because they have good white tenants in there, very respectable people. Just as respectable are coming there today as ever could afford to live in the block and I defy any one to say anything about my white race that can not afford to go to the suburbs or some other place. That is the only work I have ever done. I worked for Mc Donough, and worked for the Howard Park Sunshine. I do nothing but charity work and that is what I am doing in this block, just from a humanitarian point. I will take anybody's signature that wants protection.

Q. Are there any other houses vacant in this block at the present time that you know of?

A. Well, Mr. Mylander has one, and I don't know whether

there are any others up there or not. I did not scrutinize the block but if there is, there might be, too, judge, but I would like to say that I would have to go out and look and come back and tell you. But they have never been idle very long if they give the white people what they should have. They won't give them the comforts that they have to do afterwards to the colored people. If they would protect the whites we could get plenty of white people in lower Baltimore to come there, but they won't. The white people are looking for the big rents they get from the colored.

Q. Apart from Mr. Mylander's property, what is the condition of the rest of the block there?

A. All right, perfectly all right; perfectly all right. The people keep their fronts nice, they sweep their pavements and sweep their streets, and they are happy to live there until they can go elsewhere. I know it is only a short period -- that is what surprises me with the church, it is only a short period that they have to go, it is only something like two and a half years or three years, whatever the contract calls for. There are plenty of ways,

if they want to be Christian people, where they could help the Christian people, but they won't do it. They suppress the white people. I have relatives who can not afford to get out, either, but I protect them. I was born and raised a Lutheran all my life, but we wouldn't undertake to do anything like that. I am ashamed that my Lutherans are acting like this, I am ashamed of it.

CROSS-EXAMINATION

By Mr. Mylander:

Q. Mrs. Young, you said when you opened your testimony that you at present lived at 423 North Carey street?

A. I formerly lived 1031 Harlem avenue.

Q. And you at present live 423 North Carey?

A. I do.

Q. Do you contemplate moving?

A. No, sir, I do not. I contemplate staying there and sticking to my white race as long as they want protection. I left my property on Harlem avenue to protect Mr. Wood, who is there today. I left my property stand there one year and a half because I worked hard for the cause and I wouldn't take and put colored people in



there.

Q. Now, you saw me quite a number of times, didn't you?

A. I certainly did.

Q. How many times?

A. Oh, I couldn't tell you how many times.

Q. Well, estimate it?

A. Oh, many a time.

Q. Well, would you say as many as a dozen times?

A. Yes, sir, every bit. More than that, too, I guess.

Q. And I didn't want to sign the paper, did I?

A. No, because your sisters had a voice in the matter.

You didn't have the voice, you were only their attorney, so you told me.

Q. You say you only went to a place when you could go there to get the signatures, in other words --

A. At the church, at the church and no other place; only at the church.

Q. That statement applies only to the church?

A. Only to the church.

Q. But as to me, you were soliciting the signatures, weren't you?

A. Absolutely.

Q. And you were soliciting the signature over a dozen times, is that right?

A. Well, that depends on whether it was a dozen times or not. Half the time I would come to your office and you were not there and I would have to come again.

Q. How many weeks did it take all told?

A. I don't know how many weeks.

Q. How many months?

A. I don't know anything about that, either, the paper will tell that. From the time Voloshen and Voloshen put negroes in there and when they put them up at auction, after two investors went in I went to them and they would not sign and the property went up to auction again and when Voloshen bought it I said, "Mr. Voloshen, I am so glad you bought this property because you have the wherewith to put it in good condition for helpless whites", and I said, "That is all you want, you put it in good condition and the property will pay", and finally he walked off and made some remark as much as to say he didn't know whether I would be so glad or not. He is the one who put

the negroes in there, he put negroes in the 400 block, too, but we made him take them out. I told him it would all come back to him, and I think it has.

Q. You saw me about a dozen times --

A. I went to your place about a dozen times but you were not there half the time.

Q. Very good. That took about how many weeks?

A. Oh, I don't know.

Q. Did you estimate how many weeks it took?

A. No, I don't know.

Q. Would you say as much as four weeks?

A. Maybe.

Q. Longer than that or less than that?

A. I don't know.

Q. How did you fix the date of these various acknowledgments, Mrs. Young?

A. According to the way I took them.

Q. You were negotiating with me or trying to talk me into signing for a period of weeks, at any rate, wasn't it?

A. When I saw you I talked to you about it. I don't know how many times it was.

Q. And the purported acknowledgment of myself to this paper bears date the 21st and the purported first acknowledgment on the paper bears date the 16th, that was only a matter of five days between my signature and the first signature?

A. Remember, when I went to your office so many times I was working for the territory paper --

Q. Oh, I see --

A. (Interrupting) When I went so many times, but I didn't have to go that many times for this. You own property down on Edmondson avenue, you own it on Schroeder street, you own it on Carrollton avenue, you own it everywhere.

Q. What was the first time you ever saw me, Mrs. Young?

A. Oh, I have known you for years.

Q. You have known me for years?

A. Yes, for years, and all your family.

Q. Have I known you for years?

A. I don't know whether you do or not, you might conveniently forget.

Q. Now, you say this paper or this form of paper

I signed, the signatures were already on here when I signed it, this very paper I signed?

A. You certainly did, with the exception of what Mr. Hessey said, and he is an honorable, outstanding attorney. He took them out to put out another paper. I wouldn't allow you or anybody else to say anything about Mr. Hessey, that he miscompared that paper, because he did not.

Q. Put out a new paper?

A. No, he did not.

Q. You say the first two pages might have been rewritten. The third page, was that rewritten?

A. I don't know whether it was rewritten or not. It is the original words, word for word.

Q. How do you know that?

A. Because he had his stenographer while I was in the office take and compare them while I was sitting there.

Q. Did you compare them?

A. Don't you think I think his stenographer is honorable enough to know --

Q. I am not asking you anything about that, I am asking you a fact. Did you compare it?

A. I heard them when they went over it, yes, sir; and if I am not mistaken, I won't say s sure, while Mr. Hessey was attending to something else I read it over, too.

Q. Can you tell us why you didn't put a seal for Catherine Dowd?

A. Because she signed up there --

Q. No, no, I am not talking about that. Mary E. Dowd, Mr. Hessey has testified he put a seal there?

A. Yes.

Q. But you forgot to put a seal opposite Catherine Dowd?

A. Well, doesn't that account for it, one bunch in one family?

Q. So you think the seal below and above it would count just as well?

A. If I were an attorney like you, I would have put it down, but I wasn't an attorney like you. I had to do the best I knew how according to my ability.

Q. Why was that page left half blank?

A. It was just this, understand, I had to put in a new page; that is the reason; I put in a new page.

Q. You put that page in new?

A. Yes.

Q. And that is the reason that is half length, although this paper was just that way when I signed it?

A. Yes, so it was, because you were the last person.

Q. Was I the last person who signed?

A. I think so. I don't know so, I think you were.

Q. And you say I was awfully particular, wanted to know whether all of the other parties had properly acknowledged, have I got your testimony right?

A. Well, you said that, yes, and I told you they were.

Q. Did I or did I not say anything to you about whether the titles had been examined?

A. Let me tell you something. When it comes to the title examination, I told you Mr. Hessey was looking out for that and Mr. Hessey had looked out for all those signatures before on the old paper and there were only a few that had to be looked up and he said just as soon as they had the time he would do it, and he said he looked those few up and it was all right. He did not look them all over because his man at the office, who is a very

capable man, said they all correspond with the papers they signed before, because those people had all signed before.

Q. But you do recall my asking you about the titles?

A. Of course, you did.

Q. And you told me Mr. Hessey had gone thoroughly into them?

A. Well, he did. He didn't go all over the new ones in that block at that time but he had gone through those that had signed before and they all corresponded when they went through the records and then this young man came back and did the same.

Q. Who drew in the seal of the Realty Centre, can you tell me?

A. Yes, I will tell you. Mr. Hessey said, "Well, now, listen, go on", and he held my pen while I did it.

Q. Mr. Hessey held your pen while you drew in that seal?

A. Yes, sir, because he told me they hadn't had the seal, also the Realty Company hadn't the seal.

Q. Where was that seal drawn in, at Mr. Hessey's office?

A. Yes, at Mr. Hessey's office.



Q. Where was the signature of the Realty Centre taken?

A. Down at their office, in one of these offices; in one of these buildings.

Q. It wasn't at Mr. Hessey's office, was it?

A. Oh, not that, no. They said to me they hadn't a seal but they were having one made and it was not made yet.

Q. So then you went up to Mr. Hessey's office from the office of the Realty Centre and with the aid of Mr. Hessey, drew in the seal, that is right?

A. Well, I guess that is right. There is no use saying what isn't right.

Q. What was the purpose in striking out some of these signatures, weren't they satisfactory to you?

A. Didn't want duplicates, I reckon.

Q. So when you came to the name, Milton O. Storm, parsonage, who struck that out?

A. I don't know.

Q. Where was that stricken out?

A. I don't know where that was stricken out. To tell you the truth, I don't remember seeing that stricken out

until today.

Q. Well, it wasn't stricken out at the time I signed it, was it?

A. I don't know whether it was or not.

Q. Here is another signature, can you read what is stricken out there on that line?

A. I don't know. It is a mistake, I guess. That is all I know, it must have been some word in mistake.

Q. Well, was it stricken out after or before my signature?

A. I don't know, it must have been a mistake; that's all I know.

Q. Mr. Hessey has testified the words, "and president", were added by him at his office right before recording this, the words appearing after the word "pastor", in connection with the signature of Reverend Henry B. Young and at the same time he added those words, "corporate seal", and the name of the church, that is right, isn't it?

A. Yes, because I know they didn't have a seal and he just put that on there, I reckon. I don't know.

Q. Now, I notice here are some more signatures changed

and stricken out. As a matter of fact, you don't know when those signatures were stricken out, do you?

A. As I say, I don't really -- I can't recall that because, as I say, it has been some time. I can not recall that.

Q. Have you got the original paper which was attached to the signatures at the time the signatures were taken?

A. That is all I have. Anything else I didn't think was necessary.

Q. But these first three pages, which Mr. Hessey has testified were rewritten, you don't mean to indicate that those pages were actually on this paper when I signed it, do you?

A. I certainly say that this -- that paper is exactly the same only where they had to have a space to put the insertions that were required; but they were absolutely the same.

Q. I am not asking you, madam, if they were exactly the same, that is another matter; but it isn't the same physical paper, is it?

A. He told you he had to rewrite it to have that

addition in there.

Q. And you did not keep the original paper?

A. Well, he must have it. I don't have it.

Q. Wasn't this paper signed in parts, didn't you leave one part to one party and another part to another party?

A. No, never, never.

Q. What does this in the paper itself mean: "This agreement may be executed in several parts of like purport except for the properties described and the parties and all the parts although separately executed shall be deemed and taken together as constituting one original agreement."

A. Yes, sir, that means exactly what it reads there.

Q. Was it signed up in parts or not?

A. No, sir, it said if somebody else wanted to come in -- I can't express myself about it, but they could come in and sign either all in one day or two days or three days. I didn't have to get them all at one time, that is what that meant.

Q. How many weeks were you working on obtaining these signatures?

A. I don't know. I know when I was working on the

territory I was working, I guess, for months, but as far as that was concerned, that was very short work.

Q. Well, on the territory you were years, weren't you, because you took that resolution of the church, which has been offered here in evidence, in the beginning of 1924 affecting the territory?

A. Well?

Q. So you must have been working on it then already?

A. That might have been the latter part, but we are not talking about the territory, we are talking about the 1100 block Franklin street. That is all we are talking about. That is passe, the other blocks.

Q. I do gather from your testimony that that second-hand furniture place does not improve the neighborhood, does it?

A. What of it if it don't? The people are satisfied, you aren't there, what do you care if the people want to stay there, that is none of your business.

Q. I just want to get your viewpoint, madam.

The COURT: I think you had just better answer the questions and not argue.

Q. The people are all satisfied to live there and they keep their homes nice, don't they?

A. They certainly do, the front part of that neighborhood, and it looks as good as it ever did.

Q. And 1114 and 1115, those four story negro apartment houses --

A. Well, that is all right. They knew they were there when they signed it.

Q. They look just as good as they ever did?

A. They look just as good as yours.

Q. And 1114 --

A. With the exception that the landlords paint them on the outside. But as far as people who live on the inside, the people are just as good and just as clean.

Q. And that applies to 1114, where these negroes live?

A. Just the same. In fact, that property looks better now than it ever did because it has been painted.

Q. If that is so, why are you objecting to having other negroes in the block?

A. Because we are white and if you want negroes, you take them alongside of yours.

Q. White people living in a block with negroes?

A. That is all right, if they are, and so did your sisters live there with negroes.

The COURT: Now, Mrs. Young --

The WITNESS: I am sorry, I can not help it, judge.

The COURT: Well, you must help it. You answer the questions and stop being personal.

The WITNESS: Well, they said some nasty things before and I have to get rid of my feelings.

The COURT: You answer the questions, please.

Q. You haven't said anything at all about that one property of yours that has been vacant eighteen months. Do you know anything about that, 1130?

A. You put that property in condition and I can get you a tenant tomorrow.

Q. You said all the other block investors would not sign?

A. No.

Q. And you said or Mr. Ramey told you it was not fair to the people to record the papers under those circumstances?

A. No.

Q. Did you get the investors to sign this paper?

A. Yes, sir, some of them did because they wanted protection, understand, at that time just the same as the people that really live there and own the property.

Q. What do you mean by investors?

A. Well, your people are some.

Q. Well, would you call mortgagees investors?

A. Listen, as long as I pay up my building association, no mortgage or no ground rent can come back on me until I fail to pay that, then you can come back; but as long as I meet my obligations every week, and I know what I am talking about, no mortgagee will come in on me.

Q. I am just getting your conception of what you mean by investors?

A. I am only talking about people that own the property and are willing to take the rent from the white, that is all.

Q. But would you call a mortgagee an investor?

A. I don't know anything about that, you are further advanced than I am. I am not going to answer it.



Q. Then let us treat of some other facts here. It has been testified in this case that two of these properties were assigned to a life tenant, one of them over eighty years of age.

A. And they still want to keep it white, one of them is here today.

Q. But a life tenant?

A. Yes, but as long as they are living they have jurisdiction over that property, and when they die if you want to turn it black and turn it black.

Q. Did you know they were only life tenants when you got their signatures?

A. Yes, I knew that, because I know the wife and the husband is here today.

Q. Did you tell me that, for instance?

A. No, I did not tell you that, I didn't go into details like that; of course not. That was your place to look them up if you wanted to know all that. I was simply going around asking for the signatures.

Q. Did you tell Mr. and Mrs. Plitt that or Mr. Cassell?

A. Tell what?

Q. That you were taking the signature of a life tenant 81 years old?

A. I am not bothering about a life tenant 81 years old. I took that signature the same as I took the others.

Q. But you knew at the time you only had a life estate?

A. I never went into details. I know they owned the property and that is all I know.

The COURT: You said before you did know. Did you or did you not know that Mrs. Jeffers was a life tenant?

The WITNESS: Well, I have heard so much of it today --

The COURT: Mr. Mylander asked you whether you knew it at the time you came to see him?

The WITNESS: No, I don't think I did.

By Mr. Mylander:

Q. Well, don't you know that you did know they were life tenants?

A. No, I don't think I did know it then?

Q. You are not certain of it, are you?

A. All I know is that they owned the property and they

signed it. Mr. Hessey took care of the rest of it, I didn't take care of that part of it.

Q. Did you ask these various parties when you took their signatures what interest they had or what right they had to sign the paper?

A. Well, they simply signed because they told me they owned it, that is all. I didn't think they would if they had thought they were doing something that was not right; they wouldn't have done it.

Q. Well, didn't you know, if that is the way you simply got the signatures of the owners, simply by their say so, didn't you know that Mr. Hessey had not determined the ownership of these properties when you got these signatures?

A. Do you think for one moment that Mr. Hessey would have any one to go and search the records before I had gotten the signatures? Why, no, I got the signatures first and then he searches the records.

Q. Were there any changes made after that?

A. Not as I know of.

Q. Mr. Hessey testified that in the other cases he

examined the records first to ascertain the ownerships.

A. Not for me to get the signatures, oh, no, that never was so. I get the signatures and then he looks them up to see if they are safe.

Q. And he found all of these safe?

A. I expect he did; I don't know.

Q. And you told me I could rely on Mr. Hessey's finding these safe, is that right?

A. You asked me, understand, if they were thoroughly acknowledged, and I told you, Yes, and who acknowledged them and I told him all that, I was the notary, and then after that the papers went to Mr. Hessey and he asked me if Mr. Hessey was looking them over and I said, Yes, because I knew Mr. Hessey had looked the block over before and he held this up just for a few signatures that he had to look up. I didn't know anything more, that leaves me out ~~after~~ Mr. Hessey looked them up and thought it was safe to put on record for the short period of ten years.

Q. Did I ever see you between the time of putting my signature down here and the time of the recording of this

paper?

A. I think, if I am not mistaken, I told you it was going on record just as soon as Mr. Hessey got to it, and that is all I can say. That is all I know. I had nothing to do with putting it on record.

Q. Did you make the statement that Mr. Hessey would have to verify the title ownerships or anything of that kind?

A. I never said anything about that.

Q. These questions are not being put to you with any idea of putting you into a trap --

A. All I know is that I carried out my duty to the best of my ability at that time and I have it on black and white the best I knew how, for the good of the people and for the good of everybody and I thought when you signed for your sisters you did it in the best of faith and the best of spirit and as clean as it could be done, and now you are --

Q. Did I not ask you --

A. Well, why did you sign it --

Q. Did I not ask you whether the titles had been gone into and didn't you reply that Mr. Hessey had gone into

them thoroughly and we could rely upon his work?

A. I told you Mr. Hessey was going to look them all up and I felt --

Q. Did you say going to or did you say did?

A. Well, I don't know what I did. I don't know whether I said did or going to.

Q. Now, Mrs. Young, you called at my office many times all in the space of how long a period of time?

A. Oh, from the time we first started with that work.

Q. And covering how long a period?

A. I dropped in your office every once in a while, about the different blocks because I would have one paper for one block and another paper for another block and whenever I was in the neighborhood, and then, of course, you were always a busy man down in the court and I have seen myself sit there and wait for as long as an hour or so, then I would go and come again, but as far as this paper is concerned, I don't know how many times.

Q. I want to try to refresh your recollection just as events occurred. When you repeatedly came to my office, is it not a fact that I expressed sympathy with the under-

taking but declared we would not sign until we were the last people in any block to sign, that if you got all the other signatures, then you could count upon our signatures?

A. Where is that paper?

(Paper handed witness).

A. Well, that may be, but I don't say that you told me positively you would not sign for anything else but this block, but you would sign for this block, and that is what you did.

Q. Why did you make a differentiation between this block and any other block?

A. Because you don't want your property tied.

Q. Why didn't we want our properties tied up?

A. Well, of course, that was your business.

Q. But what were the qualifications which I uniformly put on it?

A. I don't know.

Q. As a matter of fact, our names are the last that appear on that paper, aren't they?

A. Well, I believe; I don't know.

Q. You have an acknowledgment here subsequently dated,

one on the 25th by Ahrling and his wife, and Ahrling and his wife's signature is the third appearing on the paper. Will you explain that?

A. They were not put down in routine, they were put down, understand, where there was a space; that is all; they were not put down in routine or anything like that, they were put down promiscuously on that paper.

Q. You didn't go around with other sets of this paper and then copy them?

A. No, sir, only one paper.

Q. And you took Ahrling's signature and his wife's signature on the first page of signatures?

A. Yes, sir.

Q. And you took his acknowledgment, the last that was made on the whole paper, is that correct, 25th day of February?

A. Whatever is there is correct.

Q. Now, you have Myers, the president of the Realty Centre. That is also on the 25th day of February acknowledged but was that signature on there at the time I signed?

A. I don't know, it was put down there, as I told you,



your Honor, the man had the paper. I said, It does not make any difference, sign on any line, and that is what they did. They could have signed here as far as that is concerned.

Q. So you had these three papers or four sheets of paper all together, together with the typewritten matter which has been rewritten, but those four signature sheets you took around everywhere and showed them all the signature sheets with these blanks, and in between where people just skipped spaces?

A. Sure.

Q. And the signatures put here third in order are the last to be acknowledged on the 25th of February?

A. Wherever they wanted to sign, they signed.

Q. Also the Realty Centre was the 25th of February. Did they sign or acknowledge that before I signed or not?

A. I don't know. Whatever that states, that it is.

Q. You said a few minutes ago you don't really know whether the church signed on Sunday or on Wednesday, is that right?

A. Well, I am going to tell you. I won't go back that

far, whether it was on Sunday or whether it was on Wednesday.

Q. Four and one-half years is a long time to remember, isn't it?

A. Yes, four and one-half years is a good long time.

Q. And throughout the many times you called at my office, will you state whether you ever did anything else than solicit signatures and money?

A. The four dollars that you paid and your brother paid three dollars for this cause? Your brother paid three dollars for this very cause we are fighting now and you gave me four dollars?

The COURT: Why don't you answer the question?

The WITNESS: What question was it?

Q. Did you ever represent yourself other than simply soliciting signatures and the money contributions toward the fund?

A. Let me tell you something, I never asked for the money unless it was given to me and they got a receipt. The rest of the people collected the money --

Q. I am not criticising you for doing it at all, yes

or no?

A. I didn't get all the money, only when folks handed it to me and then we had a regular form and I gave them the receipt.

Q. Did you say anything in the many times you were at my office that you were a notary public?

A. Absolutely, and you knew it.

Q. How long before this had you become a notary?

A. Well, when Governor Ritchie gave me the commission.

Q. When was that?

A. Well, go back and look on the records now and look at the Record Office.

Q. What makes you say I knew it?

A. Well, I was a notary when I signed this and that is all I can tell you; otherwise I would never have done it.

Q. Was that money for the fund paid at the same time that the signatures were obtained?

A. That money was taken topass over to the attorney who was working on the case.

Q. I am just identifying the date. Was that paid on

the same day that the signatures were taken?

A. I don't know whether it was or not because the rest of the folks in the block would go around and collect.

Q. Your recollection is that you only got four dollars from me, is that right?

A. Well, something like that. I don't think it was much more, four or five dollars. I guess Mr. Ramey has the list.

Q. That is your recollection?

A. That is what it is.

Q. And all your other testimony is equally accurate as that?

A. I don't know because you have the receipt.

Q. We will produce the cancelled vouchers in due course. I am asking you to state your recollection of it.

A. Well, I couldn't tell you because I collected so much money.

Q. You say you had to run after the money a number of times after you got the signature. You don't mean that, do you? Wasn't all money given to you the same day the signature was given?

A. No, sir.

Q. As a matter of fact, you got two sums of money, one when you said you had to have more money for counsel to fight the case of Sheckells --

A. No, Mr. Mylander, I wouldn't say what happened, really, when you gave me the money, but I went there several times when you were not in and I got the money, so that settles it.

Q. Tell us what did happen, was it anything bearing on the case?

A. No, indeed, it was only a personal affair.

Q. Let us have it, if there is anything --

A. Well, you said I was the most persevering woman you had ever dealt with.

Q. And I did want to know something about the titles, didn't I?

A. You said I was the most persevering woman you ever dealt with.

Q. And you do recall something about my not wanting to sign until all the others in the block had signed?

A. You didn't want to do anything until your sisters

sanctioned it. I was only to see your sisters once and I was told --

Q. Well, then, only tell what you know and not what somebody else told you.

A. They went to your folks and you said you were ready to sign and you signed and I asked you if I should go see the girls and have them acknowledge, and you said, Oh, no, I represent them, and that is perfectly all right; I take care of all their business.

Q. So you didn't come to see me until it was all ready and fixed that I should sign?

A. Well, I don't know.

Q. Well, do you know or don't you know?

A. I know this much, you put me off and finally I went there and you signed.

Q. You didn't come to see me until it was already agreed that I should sign, is that right?

A. Your sisters told you, yes.

Q. And yet you called to see me how many times, about a dozen times?

A. Not about this.

Q. All right. Two weeks previous to that, how many times did you come to see me?

A. It wasn't this contract, it was the others.

Q. How many times did you call to see me with reference to this one contract?

A. I don't know.

Q. It was a lot of times, wasn't it?

A. I don't know.

Q. You wouldn't say whether it was one, two, three, four, five, six times, would you?

A. No.

Q. But you had quite a little trouble getting my signature?

A. Well, for all the rest of them I did. I don't know whether I had so much with this one.

Q. You said in answer to a question of Mr. Carmody that when you went to see me I insisted and I asked had everybody else done the right thing. These are your words, "Everybody else had done the right thing before he put his name down." In other words, I wanted to know from you if everybody else had done the right thing before

I put my name down, is that right?

A. Well, I think you made some remark like that, yes, sir; and you positively said, "Now, this is absolutely just for this block, the rest of the territory has nothing to do with it." I said, "Yes, sir, that is true, this is just for this block and this block only."

Q. You say you left that paper with various parties who took it and showed it to their own attorneys. Who did you leave it with?

A. Well, afterwards they said they just wanted to read it over thoroughly and I did not blame the people, I did not blame anybody who wanted to look the paper over because a paper like that, if you read it over hurriedly they would not understand it. I left it at Ahrling's and one or two other places and they read it over. I told them if they wanted to take it to their attorneys, they could do so. Whether they did or not, I don't know, but I gave them the permission to do that.

Q. Mrs. Young, I want to find out how much personal compensation you got for getting this paper signed?

A. What is that?



Q. How much money you got personally for getting this paper signed?

A. I don't think that is your business.

Q. Well, I press the question.

A. Well, it is none of your business.

Q. I think it reflects on the paper.

The COURT: Are you willing to answer the question?

The WITNESS: You know, it is generally 25 cents a name, isn't it?

The COURT: Well, you are being asked.

The WITNESS: Twenty-five cents a name.

Q. Will you swear to that under oath?

A. Twenty-five cents a name.

Q. You got twenty-five cents a name for getting the signatures and that constitutes your whole compensation for getting these signatures?

A. I never got a cent from the organization or anything.

Q. Outside of twenty-five cents a name, is that right?

A. Yes, sir.

Q. Twenty-five cents for every name appearing on the

paper, that represents your whole compensation?

A. Yes, I never got any more money than that, if I got that.

Q. The moneys which you collected, where did they go?

A. They went to pay Mr. Hessey, I passed it over to the ones who took charge of it.

Q. How much did Mr. Hessey get?

A. I don't know.

Q. You say it went to pay Mr. Hessey, don't you know how much it was?

A. Let me tell you. You know, if there are people in the block, understand, that didn't have the wherewith to pay, two or three of them would get together and pay for those that were not able to pay and they paid Mr. Hessey what he asked. Now, what he asked is his business and not mine.

Q. But all the moneys which you collected you collected for Mr. Hessey and you handed it over to Mr. Hessey?

A. No, I didn't hand it over to Mr. Hessey.

Q. Who did hand it over to him?

A. The people in the block, whoever had it, and then towards last they all went down to the office and

straightened out with Mr. Hessey, whatever it was. I don't know.

Q. When was the last time you went in that block on Franklin street?

A. I guess I went through there this morning.

Q. In a machine or walking?

A. Machine.

Q. Then you aren't prepared to tell us how many "For Rent" signs there are there now, are you?

A. I went all through the suburbs yesterday, and they have "For Rent" signs everywhere. I don't see why you single out this block. In the suburbs, in blocks everywhere, there are "For Sale" and "For Rent" signs.

Q. And did you find second hand stores in all the blocks in the suburbs, too?

A. Well, I guess they will have them there. I wish they would among some people.

Q. And you found houses like 1114 occupied by colored people?

A. Yes, in lots of blocks. There is poor Mrs. Sines in the 1000 block.

Q. Do you find colored blocks in the suburbs of Baltimore?

A. Yes, all you have to do is go out near the Rolling Road and you will see where they are all flocking there.

CROSS-EXAMINATION

By Mr. Vogt:

Q. You said the church was most eager to have this agreement executed. Do you mean the church or the Lafayette Square Association?

A. I don't get the question, I don't know what you mean.

Q. Was the Lafayette Square Association or the church the most eager to obtain this agreement?

A. This paper, this paper the church was more eager than the Lafayette Association ever dared to be.

Q. What did the church contribute towards this fund?

A. We never charged the church, we had sympathy for the church; never charged any church. You don't pay taxes, so we don't tax you.

Q. To whom did you account for the money as you collected it, Mrs. Young, in this block; you say you did not

turn it over to Mr. Hessey, to whom did you deliver it?

A. Well, there were two or three of us all went down. I don't know anything about that. I won't go into that.

Mr. MYLANDER: But we want you to go into it.

Q. You don't know who got the money that you collected?

A. No. I know we were all together in a body and they worked like one family.

Q. What did you do with the money you collected from Mr. Mylander?

A. Passed that over to Mr. Hessey.

Q. Don't you remember what you did with the others'?

A. No, sir, we were all together.

Q. How many collections did you make from the various owners?

A. I don't know, because, as I told you before, there was one family paid for three.

Q. Which family is that?

A. The Dowds.

Q. At 1109?

A. Yes, and I want to tell you, there is a family went into that block and they would have never invested

their money, and they spent as high as \$700 to put a new plant in there --

Q. Wait a minute, just answer the question.

The COURT: Strike it out as not responsive to the question. Now, Mrs. Young, just answer the questions, do not volunteer anything, because it is just taking up a lot of time and we are not getting anywhere.

Q. Mrs. Young, next to the church who was the most eager to procure this agreement?

A. Do you mean the parsonage or the investors' property?

Q. No, I mean this paper which you have before you. Who exhibited the most anxiety to have that paper perfected outside of the church?

A. All the neighbors. You take -- I don't recall their names. What is your name? (Addressing Mr. Patz).

The COURT: If you don't know, just say so.

The WITNESS: I can get it.

Q. Well, don't you know who wanted the paper signed?

A. Leon Schiff, for one, and Fannie Schiff and Doyle and Leary and Kretzler, all of these names were eager to get it.

Q. They are the contesting defendants, are they not?

A. They were all eager. Freeburgers and all of these names were anxious to have the block kept white. Mr. Scholtholt, he was most anxious; he has a lot of little children and he wants to educate them and he wants to keep it white; and the Conrads signed and were glad to have it white; Mrs. Heiderman and family most anxious to have it white; Mrs. Jeffers was anxious to keep it white; Grossmans were eager to keep it white; all of these people were anxious to keep it white.

Mr. MYLANDER: Mr. Jeffers has not signed that, has he?

The WITNESS: He has nothing to do with it.

Mr. MYLANDER: Mrs. Jeffers, the life tenant, signed it?

The WITNESS: Yes, sir, she signed it. He had nothing to do with it. Mary E. Dowd, Katherine Dowd and Agnes Dowd and the two Webers, Hugh and Philippine Weber, and Freedman and the Duggans and the Grossmans and the Myers; whatever is down on this paper.

Q. You say all of them, then, were anxious to get it?

A. They were all anxious or they wouldn't have put their names down there.

Q. Can't you tell us which of those people were more anxious than the others to have it signed?

A. They were all in the same boat.

Q. Do you still say the church was the most eager to get the paper signed?

A. The people who signed this paper and the church people that I talked with and the neighbors talked with --

Q. Don't tell us what the neighbors talked with.

The COURT: Strike out what the neighbors said.

Q. The church is one you say was more eager to have this document executed?

A. Just as eager as these people. They wanted to protect their new pastor and they wanted him to remain there and it was perfectly all right for a year or a year and a half until things went wrong and now it is all upset.

Q. Didn't most of these people refuse to sign this paper or they had refused to sign until the church had signed the paper?

A. No, sir.



Q. Wasn't that the situation?

A. No, sir.

Q. Why was the church approached first for its signature?

A. Well, we didn't just single them out, we wanted to know. They went around the whole block first before they asked me to come and take the acknowledgments and sign.

Q. Who asked you to come and take the acknowledgments?

A. Why, the people in the block. We had meetings after meetings among our little selves.

Q. You say this agreement has only a short time to run yet?

A. Yes, only a short time.

Q. Well, look at it. It provides for 1934, isn't that correct?

A. It was ten years.

Q. From July, 1924, to July, 1934, that is correct, is it not?

A. Well, that might be.

Q. This is four and one-half years, isn't it?

A. Yes, sir.

Q. And you call that a short time?

A. I call it a short time to do good Christian work.

Q. If it was dated February 16, 1925, why was it dated back to carry on from July, 1924; if it was dated in February, 1925, why was it to be effective from July, 1924, more than six or eight months prior to the execution of it?

A. Well, I could not answer that because -- I could not answer that.

Q. You said the Ahrlings were very anxious to remain in that property. If I told you Mr. Ahrling filed an answer stating he wished the document to be stricken down as to every one, would you change your statement?

A. Well, it is perfectly all right about the Ahrlings. I don't want to have anything to say about them.

Q. Will you change your statement if I confront you with that fact?

A. No, I change no statement.

Q. Why did Mr. Hessey hold your hand when that seal of the Realty Centre was drawn?

A. Because I didn't know how to do it, I never did

anything like that.

Q. It wasn't because you couldn't write?

A. I never drew no seal, he just held my hand like that (indicating).

Q. You say all the signatures were solicited except the church, is that right; the church were the only people who sent for you to come and sign, is that right?

A. They were the only ones, yes -- I don't say they were the only ones who sent for me, but I wouldn't go until I was sent for for the signatures at any time.

Q. Who communicated that information to you when you knew they were ready, Mrs. Dowd?

A. No, not Mrs. Dowd. Mr. Berger had given it out and I think it was Mr. Browning, I am not sure, but somebody told me to come around to the church, that they were ready to sign.

Q. Mr. Browning wasn't a member of that church then, was he?

A. No, but I was away and he started to solicit and see if the people would sign.

Q. Oh, he was working with you, is that correct?

A. Yes, sir.

Q. Then your co-worker told you the church would sign?

A. One of your outstanding members gave out the information, Mr. Berger.

Q. He didn't give it to you?

A. He had many a talk with me about it.

Q. You are familiar with the book of discipline and the regulations of the Lutheran church, that a congregational meeting is necessary, at which a two-third vote is required to bind any contract in reference to disposing of its property or executing an agreement?

A. Well, I never was on the board.

Q. Isn't that a customary rule with all Lutheran churches?

A. I think when it comes down to that, Mr. Berger shouldn't --

Q. I am not asking you what he did. .

A. He shouldn't have asked them to come around there, that they were already to sign.

Mr. VOGT: I ask that be stricken out, your Honor, as not responsive.

The COURT: I can not allow all your answers to

stay in unless they are responsive to the questions.

Q. I asked you if you don't know that such a provision in the by-laws of this church isn't a similar provision to other Lutheran churches -- which church are you a member of?

A. Second English Lutheran church.

Q. Haven't they a similar regulation that the church can not be sold or bound by such an agreement until two-thirds of its members approve of it?

A. Well, I understood that the mortgage was burned and that they were free to do as they pleased.

The COURT: Strike out the answer as not responsive.

Q. Don't you know that?

A. No, I have never been on the board.

Q. You knew that the charter of this church should be recorded in the church records, do you not?

A. Well, they changed them so often.

Q. But you knew the church records were there -- do you mean the account books are changeable or the charter books?

A. Well, both, I reckon.

Q. I mean the charter books here in the court house?

A. Oh, no, not the court records. I think the court records are correct.

Q. Do you think the church members change these books at any time to suit their convenience?

A. Well, I don't know that it was, but there are many, funny things done.

Q. But you have never done any of those funny things yourself, is that correct?

A. I never was in any board or anything like that.

Q. What about the church seal?

A. Well, I don't know anything about that, whether they had a seal or not.

Q. You don't know whether they did or not have a seal?

A. No.

Q. You knew there was a mortgage on the property which had been sealed?

A. I don't know.

Q. Who authorized you to put that seal on that paper, Mrs. Young?

A. Well, I think I told you that Mr. Hessey -- or Mr.

Hessey put it on, I don't know.

Q. Then it wasn't when the church had signed it, but put there immediately after, is that correct -- not the church, but when the secretary, Mr. Storm, signed it it wasn't that day, is that correct?

A. No, I don't suppose it was.

Q. Then it wasn't put on until the paper was ready to be recorded at Mr. Hessey's office. How many properties do you own in that section?

A. I own quite a few.

A. I own quite a few, I don't think that concerns anybody.

Q. We would like to know how many properties you own in that location?

A. Why, that is none of your business.

The COURT: Mrs. Young, you must not argue with counsel. Your business on the witness stand is to answer questions, and that is the only business you have, and I must insist on your stopping it. If you do not, I will have to take some other action.

The WITNESS: Well, your Honor, do I have to --

The COURT: Just a minute, answer the question.  
What is the question?

Mr. VOGT: As to what properties she owns in  
the immediate vicinity.

The WITNESS: Your Honor, do I have to --

The COURT: Mrs. Young, I asked you to keep quiet.  
It sufficiently appears she has a number of properties.

By Mr. Vogt:

Q. Do you own properties in this block, 1100 block?

A. No, sir, I don't.

Mr. CARMODY: I must advise the witness---she is  
my witness --- to pay strict attention to the instructions  
of the Court.

The WITNESS: Thank you, I will, judge.

Q. You did have this zoning agreement circulated  
amongst the various owners of property in that section,  
is that correct; you circulated an agreement affecting a  
large number of blocks?

A. Yes, sir.

Q. Can you tell me what year that was, Mrs. Young?

A. Well, I don't know when it started. I don't know



whether it was 1924 or 1925.

Q. Did it start as far back as 1923?

A. I don't know whether it did or not.

Q. You had a great many conferences and consultations with various owners both as to the original agreement, the one affecting the large area?

A. Yes, sir.

Q. And you were instrumental in procuring a segregation agreement affecting only the 400 block Carey street, is that correct?

A. Yes, they sent for me and I went there and helped them out.

Q. And you had a great many consultations and meetings with those folks, is that correct?

A. Yes.

Q. How many meetings did you have with them concerning their agreement?

A. Well, does that concern the 1100 block?

Q. Probably not, but won't you answer it for me?

A. Well, I am not interested in that now, I am interested in the 1100 block Franklin street.

The COURT: Do you want the question answered?

Mr. VOGT: I would like to, your Honor.

The COURT: Mrs. Young, it isn't a question of what you are interested in. You are a witness in this case and you must answer questions. You have answered very freely questions Mr. Carmody asked, and you are subject to cross-examination by counsel on the other side, and if there is any objection to the questions it is Mr. Carmody's duty to object, and I will rule on it. Mr. Carmody will object if an improper question is asked.

Q. Can you tell us how many meetings you had, Mrs. Young?

A. No, I don't know.

Q. With reference to the 1100 block West Mulberry street, how many meetings did you have?

A. I never had ny.

Q. 1200 block West Mulberry street?

A. I never had any because that belongs to the other territory.

Q. Which other territory?

A. Senator -- what is his name?

Mr. CARMODY: Senator Ogden?

The WITNESS: Senator Ogden.

Q. But you don't know how many you had in reference to the 400 block Carey street. Can you tell us how many meetings you had in regard to the 1100 block West Franklin street?

A. No, I don't know. We were just talking in a casual way and I don't know how many.

Q. Did Mr. Berger acquaint you with the fact that it would take two-thirds of the congregation --

A. No.

Q. To authorize the execution of that paper?

A. No.

Q. You say that conditions there have gone down rapidly in that block --

A. No, sir, I said they are holding their own and they look better today than they ever looked with the exception of the properties that need painting on the outside.

Q. Well, I wrote down here, Mrs. Young, in direct examination that the property has continued to rapidly go down since 1925 or prior thereto?

A. I never made such a remark.

Q. You did not?

A. No, sir.

Q. When you say you attended a meeting regarding the 1100 block, is it possible you have confused yourself with the meeting that was held regarding the entire zone or area?

A. No, sir, I never confused myself with them, with the rest of the territories.

Q. Although you don't remember how many meetings you had altogether in other areas?

A. No, I do not.

Q. There is no possibility of a mistake?

A. No.

Q. Can't you clear that up for me, Mrs. Young, if you can, why this agreement was dated back to 1924?

A. I don't know.

Q. Is it possible the efforts had continued over that period of time?

A. I don't know.

Q. To procure the zoning?

A. I don't know.

Q. If I tell you that the efforts to procure the binding of the entire zone or area since 1923, would you state that isn't correct?

A. No, I would not, because I think you would know or you wouldn't say so.

Q. Would you say it is possible that it goes back to 1923?

A. I can look at it, but I don't think it did.

Q. But you wouldn't say it was incorrect if I informed you that such were the case?

A. I don't know whether I would or not, I would have to look at it for myself.

Q. Well, the original block agreement, wasn't that supposed to run from July, 1924, the agreement relating to the 1100 block?

A. I will tell you, I will look up some of the papers I have in my cellar and tell you.

Q. We want you to help us if you can.

A. I am not going to say anything I don't remember, because when it goes down there, it goes on record, and I

am not going to put anything on record I am not sure of.

Q. Didn't you intend to date this paper back to July, 1924?

A. I didn't intend to do anything.

Q. Wasn't that the scope of it, to have it effective from July, 1924?

A. I don't know how Mr. Ramey arranged that, I had nothing to do with it.

Q. Didn't you begin as far back as July, 1924, to work on this particular block paper?

A. I can't say, the figures will show. Mr. Hessey ought to be able to tell those things.

Q. Would you say that is incorrect if I told you that?

A. I wouldn't say it was correct or incorrect, I am not going to do it because I don't know.

The COURT: When you say the church was very anxious to have this block arrangement made, you mean, of course, certain individuals?

A. Yes, sir.

The COURT: Who were those individuals?

The WITNESS: Mr. Berger was the main one, under-

stand, he was one, and Mr. Berger's wife. She has a nervous breakdown today because it is going --

The COURT: I did not ask you that. It was Mr. and Mrs. Berger?

The WITNESS: Yes, sir.

The COURT: Who else?

The WITNESS: There is quite a number who have left the church, understand, because of their wrangling and going on about this now.

The COURT: There are other people who have since left the church?

The WITNESS: Yes, sir.

The COURT: Can you give me the names of any of them?

The WITNESS: Well, I don't like to implicate them in it, I don't see any sense in it. Your Honor, I feel this way about this, it is up to you now whether you think it is right or wrong. I don't think the block people care if you are the judge and they are willing to abide by your decision. After these two days of hard labor and it has all been gone into now, I think the block will agree

with me it is up to you and whatever your decision is, they are satisfied. Now, I will ask my people here to --

The COURT: Don't ask them now. For the present, just answer my questions. The reason I asked you who these people were, a church, of course, is a corporation, and when you say the church was anxious for it --

The WITNESS: Well, of course, I expressed myself that way.

The COURT: That is all right, but I really wanted to know what persons you wanted to name. The only names you can give me are Mr. and Mrs. Berger?

The WITNESS: If I had known, your Honor, that this would be brought forth, I would have been able to give you names, but I didn't think -- these people have worked on this and the block people have not done one thing they did not think proper. These people have been working tooth and nail, and they have done everything proper and this makes a vast difference.

The COURT: I want you to understand I can only decide the case that comes before me, the evidence that both sides bring to my attention, and if you have anything



else you want to call my attention to, you had better get the information and do it.

The WITNESS: Yes, sir.

The COURT: Now then, I want to ask you just one other question. Mr. Mylander has called your attention to the fact that there is a sheet of signatures that is only about one-third full?

The WITNESS: Yes, sir.

The COURT: And then there is a sheet of signatures that appears to be quite full with one or two blanks and the Mylanders' names are all at the foot of that.

The WITNESS: Yes, sir.

The COURT: You remember that, do you?

The WITNESS: Yes, sir.

The COURT: What I want to ask you is this: Did Mr. Mylander sign the names for himself and for his sisters and brothers before or after you secured the names on this sheet that is two-thirds blank, do you recall that?

The WITNESS: No, I can not; I can not recall that.

The COURT: Well, do you recall the way in which

those appeared at the time you presented these papers to Mr. Mylander for signature, was this partially blank sheet ahead of the sheet on which you had him to sign his name, or how was it, do you know?

The WITNESS: Well, I took for granted it was there.

The COURT: Where it is now?

The WITNESS: Yes, sir.

The COURT: As I understand you, all of the sheets of typewritten matter, the first, second and third, were rewritten and the only sheet that remains in the form in which it was when you presented it to the various people to sign was this last sheet on which the signatures had been, is that your recollection?

The WITNESS: Judge, I didn't get what you say.

The COURT: I think Mr. Hessey said, and I think you said, too, that certainly the first and second sheets of this paper were rewritten after the signatures were all obtained, that is right, isn't it?

The WITNESS: Well, now, understand, they were rewritten because there wasn't space enough left to put in

the names.

The COURT: I understand that.

The WITNESS: That is what it was done for.

The COURT: I am not bothered about the method, I am trying to get the facts.

The WITNESS: Yes, sir, that is right.

The COURT: Do you remember as to the third page?

The WITNESS: Well, I tell you, your Honor, I couldn't say anything only that I was in the office while the girl was writing them off on the typewriter and I remember distinctly sitting there, that Mr. Hessey and the girl went all over them and I heard him say, "Be sure that they are just exactly right", and then he had a client and I was reading them over. That is all I can say.

The COURT: On the first and second pages of this paper are the names of all the parties and the properties which they respectively own.

The WITNESS: Yes, sir.

The COURT: In the place where those names now are what appeared, if anything, at the time you presented this paper for signature and acknowledgment by the various

parties?

The WITNESS: Well, I think it was condensed. There was more space on the margin, you see, and that is where it was condensed and put together. I was not written out.

The COURT: Were there any names and addresses I read written in this paper when you presented the paper to the various people?

The WITNESS: On the outside?

The COURT: No, in the body of it.

The WITNESS: I don't think so, but I wouldn't like to say. I don't think so. It is too far back. Mr. Hessey is the one should answer that and not me.

The COURT: I want the benefit of your recollection as far as you can give it to me.

The WITNESS: Yes, sir.

The COURT: I just want to ask you if you remember whether there were any names and addresses on here?

The WITNESS: I can't remember that at all.

The COURT: You couldn't tell me, then, what was the condition of the first and second pages when you pre-

sented that paper for signature?

The WITNESS: No, I could not, only that I had the paper and it read the same that reads with the exception of the insertbn of names that Mr. Hessey put in; but the reading matter is all the same, I know that. The reading matter, word for word, is the same.

The COURT: Did anybody question to you the meaning of this language: "This agreement may be executed in several parts of like purport except for the properties described and the parties and all the parts although separately executed shall be deemed and taken together as constituting one original agreement." Now, this is what I want to ask you about: "and shall be in no wise binding or of any effect unless or until it shall have been executed in respect to properties (exclusive of property No. 501 North Carrollton avenue which binds on the north side of Franklin street) fronting or otherwise binding on seventy-five per centum of the front feet on both sides of the following streets the 1100 block of West Franklin street." Did anybody discuss with you what was meant in saying "it shall have been executed in respect to properties",

did anybody question that?

The WITNESS: No, nobody questioned that. All I did, your Honor, was to ask them if they were owners and if they were owners, that is as far as I went, and they signed according to that. They read it over, and if they couldn't read, I would read it to them.

By Mr. Vogt:

Q. In regard to the answers filed in this case by some of the defendants, Mrs. Young, did you take the affidavits of any of these defendants, for instance, Mr. and Mrs. Kretzler; did you take their affidavit to the answer in this case?

A. Every one of them, I reckon.

Q. Where did you go to procure that affidavit?

A. They acknowledged to me that they wanted it done.

Q. Did Mr. Kretzler acknowledge to you that he wanted it done?

A. I expect he did, if his name is down there.

Q. Well, he did not put his name there?

A. Well, then, he did not do it if he didn't. I didn't see him. Men work and it is awfully hard when men work to

ask them to come out.

The COURT: Suppose you let Mrs. Young see the answer and maybe it will refresh her memory.

Q. Mrs. Young, this is the answer filed here by Mamie Kretzler -- purports to be filed on behalf of Carl Kretzler and Mary E. Kretzler. Will you tell the Court where you procured the signature to that and at what place you took the affidavit?

A. Well, I don't know about taking -- I wonder in whose house it was, didn't we have a meeting --

Mr. MYLANDER: Well, now, are you asking the audience?

The WITNESS: Oh, excuse me. I don't know just where it was, whether she had a broken arm at that time or whether it was taken at a house across the street.

Q. What house did you visit for that purpose?

A. Leonhauser.

Q. At 1105?

A. Yes, we had a meeting there and I don't know whether Mrs. Kretzler was there or whether at that time she had a broken arm and I had to go there.

Q. Well, you took the affidavit and returned the paper where?

A. To Mr. Carmody.

Q. Then, as far as you know, Mrs. Kretzler was not in his office, is that right?

A. Not at that time.

Q. Well, who authorized this paper to be filed on behalf of Mr. Kretzler?

A. His wife.

Q. Then why did you certify that Carl appeared before you and acknowledged it?

A. They told me it was only necessary to get the one and I certified for her and not for him.

Q. Do you mean to tell me as notary public you certified that this man personally appeared before you?

A. No, not him. He did not.

Q. And yet you certified under the official seal of the notary that he was there?

A. His name isn't there, he hasn't signed it.

The COURT: You had better take a look at this, Mrs. Young, and see whether it isn't.



(Paper handed witness).

Mr. MYLANDER: That is your signature to that certificate, isn't it, Mrs. Young?

The WITNESS: Well, that is my signature all right, yes, sir.

Mr. MYLANDER: We offer that answer in evidence.

By Mr. Vogt:

Q. You certified that he had appeared on the strength that his wife had told you it was all right, that is correct, is it not?

A. Well, she was the owner, you see, and I took for granted that was perfectly all right.

Q. Well, why did you take his acknowledgment if she was the owner?

A. Well, I guess that was an oversight of mine.

The COURT: That isn't an acknowledgment, it is an affidavit, isn't it?

Mr. MYLANDER: An affidavit to the answer, yes, sir.

The WITNESS: That is an oversight of mine.

By Mr. Vogt:

Q. Who did you swear for that affidavit?

A. His wife.

Q. You read these papers very carefully, did you not?

A. Well, I did whatever you see there.

Q. I see this answer purports to be filed on behalf of both himself and his wife, what authority did you have ---

A. Well, that answer I didn't think was so awfully important any way, I thought that was an answer to let you know what the property owners were after.

The COURT: Mrs. Young is hardly responsible for the affidavit and the answer.

Q. You took that paper to Mr. Carmody's office and it was executed and signed by Mrs. Kretzler, is that correct?

A. Yes, sir.

Q. And you didn't see Mr. Kretzler at all to obtain any authority from him as to its filing?

A. He was working, judge.

Q. Where did you see Mrs. Kretzler, if you please?

A. At her home and at one of the meetings.

Q. I mean when this paper was signed?

A. That was either signed at her home or at one of

the meetings.

Q. Where?

A. At Mrs. Leonhauser's.

Q. At 1105?

A. Yes.

Q. But you can't say which?

A. One of those two places.

Q. Did you have two meetings or one meeting?

A. Well, we had that meeting and we talked it over.

Q. Where was that meeting held?

A. At Mrs. Leonhauser's.

Q. Did you go from door to door to get these answers?

A. They came to me, I didn't have to go to the door.

Q. Did you go to any other houses to get those affidavits?

A. Well, I don't know whether I did or not. I got them.

Q. Did you solicit the signatures for the parties in the case, did you solicit the signatures for the parties in the case?

A. They asked me, understand, and I was their servant

and I did what they wanted me to do, acknowledge their signatures.

Q. Who asked you?

A. Those that signed the paper.

Q. Where were you when they asked you?

A. Well, I don't know where I was.

Q. Who came for you and asked you that?

A. Those people that signed the paper, the people in the 1100 block.

Q. Did you go around to see any of the defendants who had not previously asked you to sign these answers?

A. Oh, I used to go up and down the street so often, if I saw them outside on the street I would talk about it, and we talked about it until we had it completed.

By Mr. Mylander:

Q. You called at the houses of the parties, but the answers were already made out for them to sign, weren't they?

A. Yes, that paper just as it is.

Q. In other words, all the answers were prepared in

advance and you went around with those answers just the same just the same as you did with this agreement; "Sign here, and sign here, and I will take your affidavit."

A. Well, they read it over, they knew just what they were doing.

REDIRECT EXAMINATION

By Mr. Carmody:

Q. Mrs. Young, this is a question suggested by the first question of the Court to you. You stated that Mr. and Mrs. Berger represented the church, or that they were the ones you remember of the membership of the church that were so deeply interested in this project. Do you remember any other names now besides Mr. and Mrs. berger; might I suggest Mr. Storm, did you see Mr. Storm?

A. I know his folks were most interested, understand, in the work, but I did not go to see them just at that time, but they were always most interested; and Mr. Brill, why, I know he was interested. You see, I didn't know the congregation very much, but there were a few I came in contact with, but, as I say, had I known for one moment

that this would be required, I would have had it.

Q. Mrs. Young, I don't want to interrupt you, but we would like to keep it as clear on the record as possible.

This Mr. Brill, do you know what his first name is?

A. All I know is that I think he lives 2006 Harlem avenue, but what his initials are, I don't know.

Q. Did you know him in connection with the church?

A. Oh, yes.

Q. He was a member of the church, too?

A. Oh, yes.

Q. Was he president of the congregation, do you know?

A. He was always anxious to keep the church white.

Q. That isn't the answer to my question --

Mr. VOGT: Your Honor, we object to this. The lady is speaking from hearsay only, she says she never saw these people.

The WITNESS: What people?

Mr. VOGT: Mr. Brill.

The WITNESS: I have seen Mr. Brill.

Mr. CARMODY: It is only amplifying the answer she gave to the Court.

Q. Mr. Brill, do you know if he was an officer of the church?

A. He was not. At times he was a very ardent worker at the church, he and his wife, both.

Q. You knew Mrs. Brill, too?

A. I know Mrs. Brill very well.

Q. Was she interested in the project to keep colored people out?

A. Oh, yes, those people worked very hard.

Q. And they represented the church?

A. Yes.

Q. Now, how about Mr. Storm?

Mr. VOGT: Your Honor, we object to this line of examination.

The COURT: Yes, I will sustain that.

Q. I mean that they were members of the church?

A. Oh, sure, they were members of the church.

The COURT: I will leave that in.

Q. And they were interested as members of the church to have this project go through?

A. Yes.

Q. How about Mr. Storm?

A. Mr. Storm was certainly in favor of it or he wouldn't have signed it.

Q. He was a member of the church?

A. He was a member of the church, and not only that, the superintendent of the Sunday School.

Q. What is his name?

A. Well, now, I am not sure, but I think it is Milton Storm. He married the former pastor's daughter.

The COURT: Milton Storm?

Q. You don't mean Milton Storm, is that the name you said?

A. Milton Storm, I think.

Q. He married the former pastor's daughter?

A. Yes, sir.

Q. And he was solicitous to have this project go through?

A. Sure, he signed it.

Q. He signed the agreement, did he?

A. Yes, sir.

Q. On his own behalf individually?



A. Yes, sir.

(Objected to).

The COURT: The agreement speaks for itself.

There is no doubt that he signed it.

Q. Now, coming back to the answers here. Mr. Mylander asked you if these answers were written up and handed to you to go about to see the people whose names appear on there beforehand?

A. I don't get that, Mr. Carmody.

Q. Well, you left the impression on the Court, I am sure, that all of these answers were written at one time and handed to you and you distributed them and took the acknowledgments, is that correct?

A. Handed to me at one time?

Q. Yes?

A. How do you mean?

Q. That they were written up, formally typewritten first, and then handed to you and you went out and saw those people?

A. Yes, sir.

Q. That was done?

A. Yes, sir.

Q. All at one time?

A. I think so. I think that these contracts were all written up alike.

Q. I know they were all written up alike, not the contracts, the answers. Isn't it true that those people came in one after the other --

Mr. MYLANDER: I object to the form as well as otherwise.

The COURT: I sustain the objection to form, but I don't know about otherwise.

Mr. CARMODY: The witness might be mistaken about that, I can ask her if it isn't true that these answers came in individually.

Mr. MYLANDER: I object.

Q. Tell how they came in.

A. I don't even know what you mean.

Q. You don't understand?

A. No, I do not.

The COURT: Show the witness the answers and let her tell us what she knows.

Q. Isn't it true that these answers were filed in my office at different times?

Mr. MYLANDER: I object, your Honor.

The COURT: Suppose you show her the answers.

The WITNESS: Oh, the papers?

Q. Yes?

A. Why, of course --

(Objected to; objection overruled; exception noted).

A. Your Honor, I must understand before I say Yes or No. I am not going to say Yes or No unless I thoroughly understand.

The COURT: You are absolutely right.

The WITNESS: When I demonstrate anything, I demonstrate enough that people understand it and know what it is. I know what he means now. Why, sure, they went down at different times.

The COURT: I can not see that it makes any difference.

The WITNESS: No, and I don't either.

Q. Now, this is called an answer, Mrs. Young?

A. Yes.

Q. All of these papers are called answers?

A. Yes.

Q. They were filed all at once or at different times?

A. Oh, at different times. Never all at once. I thought you were talking about drawing up the contracts and they were all written alike. I told you I wasn't an attorney.

RECROSS-EXAMINATION

By Mr. Mylander:

Q. There is one answer which you have already told us the wife swore for the husband; that is right, you left that stand, didn't you?

A. Well, I swore the wife. I don't know whether she swore for her husband or not, but she swore for herself, I know that.

Q. But you certified that you swore the husband, that is right, isn't it?

A. I don't know whether I certified that or not. She came there and I swore her. Do you want me to go back and get him to swear, I will do that.

The COURT: No, no, just answer the question.

7 MR

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CONSOLIDATED CASES OF :-

ALL SAINTS EVANGELICAL LUTHERAN CHURCH,  
OF BALTIMORE CITY, a body corporate,  
Complainant.

vs.

IN

GEORGE D. AHRING, et al.,  
Defendants.

AND

THE CIRCUIT COURT NO. 2

DORA MYLANDER,  
et al.,  
Complainants.

OF

vs.

LOUIS GROSSMAN,  
et al.,  
Defendants.

BALTIMORE CITY.

DECREE.

THESE CONSOLIDATED CAUSES, standing ready for hearing, testimony was taken in open Court, and having been submitted, the counsel for the respective parties, were heard, and the proceedings were, by this Court, read and considered.

IT IS THEREUPON, this 3rd day of <sup>January</sup> ~~December~~, in the year, Nineteen Hundred and Thirty, by the Circuit Court No. 2 of Baltimore City, ADJUDGED, ORDERED AND DECREED, that the agreement, between the owners of properties, in re, 1100 block of W. Franklin Street, in the City of Baltimore, Maryland, filed with the first of the above mentioned consolidated cases, as "Complainant's Exhibit No. 2", and incorporated in the 2nd of the above mentioned consolidated cases, by reference, be and the same is hereby declared NULL, VOID, and OF NO BINDING LEGAL FORCE OR EFFECT, and the said instrument, ( bearing date of February 16th, 1925, and recorded among the Land Records of Baltimore City, in Liber S.C.L. No. 4358, fol. 147, &c.) be and the same is hereby so declared and decreed by this Court, as NULL, VOID AND OF NO BINDING LEGAL FORCE OR EFFECT, And it is Further Adjudged, Ordered and Decreed, by this Court, that neither the properties therein mentioned, nor any present or future owners

thereof, are in any manner, bound by the restrictions therein sought to be imposed upon the properties therein mentioned.

And it is further Adjudged, Ordered and Decreed, that the Complainants in each of the two consolidated cases, namely:- All Saints Evangelical Lutheran Church of Baltimore City, a body corporate, Complainant in the case firstly instituted, and Dora Mylander, Florence Mylander, Kate E. Mylander, Annau Faust, August C. Mylander, William F. Mylander and Walter C. Mylander, Complainants in the case secondly instituted, each, pay one half of the Court costs herein accrued in the consolidated cases.

*Citron*