

Seven
Defendants

3/24/13/72

*W.A. 322
1923*

IN THE CIRCUIT COURT NO. 2
OF BALTIMORE CITY.

The Attucks Apartment
Hotel Corporation, a body
corporate,

vs.

Walter S. Williams and
Annie Williams, his wife.

Order 30 September 1925

Bill of Complaint

Mr. Clerk:-

Please file, etc.,

*Young & Crothers
Attorneys for Plaintiff*

No. 15070 A

copy on 2 leaf

YOUNG & CROTHERS
ATTORNEYS AND COUNSELLORS AT LAW
844 EQUITABLE BUILDING
BALTIMORE, MD.

FILED *30 September 1925*

*copy of the within Bill of Complaint and Order of Court
served on Walter S. Williams and Annie Williams
on the 30th day of September 1925 at 3:20 o'clock P.M.
In presence of Albert E. Buehler*

*John E. Pater
Shiriff*

725 1/00

THE ATTUCKS APARTMENT HOTEL
CORPORATION, a body corporate,

vs.

WALTER S. WILLIAMS and
ANNIE WILLIAMS, his wife.

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*

IN THE CIRCUIT COURT NO. 2
OF BALTIMORE CITY.

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

Your orator, complaining, respectfully shows:-

FIRST: That your orator is a body corporate engaged in the business of conducting the apartment-hotel located at No. 1200 Madison Avenue, Baltimore City and the State of Maryland.

SECOND: That so as to better carry on and conduct said business aforesaid your orator entered into an agreement with the defendants whereby the defendants in consideration of being allowed to occupy a dwelling apartment in said building and to have the dining room concession rent free, were to manage and conduct said apartment-hotel for your orator as will more fully appear from said agreement filed herewith and prayed to be taken as a part hereof, marked "Plaintiff's Exhibit A".

THIRD: That the said defendants in the latter part of August, 1925, entered upon their duties aforesaid but have failed and refused to carry out the said agreement on their part, in that

(a) They have failed to furnish the bond required in said agreement,

(b) They have not kept and accounted for the revenues and rents by them collected, the said defendants not keeping any books but only memoranda, and on Friday, September 25, 1925, one of the defendants, Walter S. Williams, reported to your orator that the other of said defendants, Annie Williams, had absconded with the

weekly receipts amounting to eighty-four dollars (\$84.00) and thereupon the said Walter S. Williams appeared before the Grand Jurors for the City of Baltimore and a true bill was found against the said Annie Williams charging her with larceny.

(c) That the said defendants have not devoted all their time and attention to the management, conduct and operation of said apartment hotel, the said defendants carrying on and conducting an apartment house known as The Dunlap on Druid Hill Avenue in the City aforesaid.

(d) That the defendants have let rooms to transient guests without having said guests register at said apartment hotel a violation of the laws and ordinances in such cases made and provided.

FOURTH: That on Saturday the 26th. day of September, 1925, when your orator became fully aware of the failure of the said defendants to carry on and operate said apartment-hotel it made demand upon the said defendant Walter S. Williams, the other defendant having absconded, to surrender the management of said apartment-hotel and the said Walter S. Williams did then offer to so do and your orator was to take charge of the management on Tuesday, September 29, 1925, and your orator did on the said 29th. day of September, 1925, take charge of the management of said apartment-hotel and did make demand upon the said defendants (the said indicted defendant having returned) they having in their hands exclusive of the said \$84.00 alleged to have been stolen, the sum of *eighty-four dollars or thereabouts* to account for the rents and revenues collected by the said defendants, as also to surrender the possession of the said dwelling apartment and the dining room therein, but the said defendants have not only refused and failed to so do, but with intent to ruin the business of your orator, have interfered with your orator in the conduct of said apartment-

hotel, have molested prospective guests and attempted to induce them to become guests of the said Dunlop Apartments, conducted by the said defendants and unless this Honorable Court by injunction restrains the said defendants from interfering with and molesting the guest and patrons of said apartment-hotel and compels them to vacate and leave the said premises your orator will continue to suffer great and irreparable loss, injury and damage, and otherwise your orator is without remedy.

To the end therefore,

(a) That the defendants may discover under oath the several sums of money collected by them and each of them and be ordered to pay the same to your orator.

(b) That the said defendants their agents and servants may be by injunction restrained and enjoined from in any way or manner interfering with the conduct or management of the Attucks Apartment Hotel located at 1200 Madison Avenue aforesaid.

(c) That the said defendants may be by mandatory injunction ordered and directed to remove from and vacate the three room apartment on the first floor adjoining the office and ^{the} dining room in the said Attucks Apartment Hotel.

(d) And for all such other and further relief as your orator's case may require

May it please your Honor to grant unto your orator the writ of subpoena directed to the said defendants, Walter S. Williams and Annie Williams, commanding them to be or appear in this Honorable Court on some day certain to be named therein to answer the premises and abide by and perform such decree as may be passed herein.

And as in duty bound, etc.,

George J. Williams
Attorney for Plaintiff

STATE OF MARYLAND:

BALTIMORE CITY: to wit:-

I Hereby Certify that on this 30th day of September, 1925, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Max Bernstein, President of the Attucks Apartment Hotel Corporation, and made oath in due form of law that the matters and facts herein set forth are true and bona fide.

As Witness my hand and Notarial Seal.

Effie G. Borden

Notary Public.

Upon the foregoing Bill of Complaint and Exhibit, it is Ordered by the Circuit Court No.2 of Baltimore City this 30th day of *September* 1925 that the Exparte application for

and Injunction

herein stand for hearing on the 2nd day of *October* 1925

at 1.30 P.M.

And it is further Ordered that until said hearing the defendants

Walter S. Williams and Annie Williams

be and *they are* hereby restrained as prayed in said Bill of Complaint.

And it is further Ordered that a copy of this Order be served on the

defendant *Walter S. Williams and Annie Williams*

forthwith

Robert J. Stanton

~~forthwith~~

A G R E E M E N T

Between
THE ATTUCKS APARTMENT-HOTEL
CORPORATION
and
Williams and
Williams, His wife.

YOUNG & CROTHERS
ATTORNEYS AND COUNSELLORS AT LAW
844 EQUITABLE BUILDING
BALTIMORE, MD.

FILED

Filed September 1925

No 15220A

*Mr. Link
James Williams
Care for Mr. Link*

Williams & Link

*cc.
Helen A. Williams
et al.*

*The Attucks Apartment
Hotel Corp. et al.*

*Ex. A No 2
Sept 1925*

THIS AGREEMENT made this day of August, 1925, by and between The Attucks Apartment Hotel Corporation, a body corporate, duly incorporated under the laws of the State of Maryland, hereinafter called "Corporation" and *Jr. S.* Williams and *Jr.* Williams, his wife, of Baltimore City and State of Maryland, parties of the second part.

THEREAS the said "Corporation" is the lessee of the apartment-hotel on the premises No. 1200 Madison Avenue in Baltimore City aforesaid and is desirous of securing the services of competent management for the same, and

THEREAS the Second Parties are skilled in the management and conduct of an apartment-hotel,

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the premises and the sum of one Dollar each paid to the other, the parties hereto covenant and agree as follows, viz:-

(1) The said Corporation leases unto the Second Parties for the term of one year accounting from the 1st. day of September, 1925, the three room apartment on the first floor adjoining the office, unfurnished, to be occupied by the said Second Parties.

(2) The said Corporation leases unto the said Second Parties the dining room and furniture therein as per attached list, with the kitchen attached thereto, (the Second Parties to pay for all cooking fuel) for the period of one year accounting from the 1st. day of September, 1925, to be occupied and conducted by the said Second Parties.

(3) The said Second Parties shall not use the said premises or chattels so let for any purpose other than as designated herein, nor sublet or assign the said premises or any portion thereof without the consent of the said Corporation in writing; nor permit the use of said premises for any purpose whatsoever in violation of any Municipal Ord-

nance or State or Federal Statute, and at the expiration of said term surrender the quiet and peaceful possession thereto together with said chattels unto the said Corporation.

(4) The Second Parties shall devote all their time and attention to the management, conduct and operation of said apartment-hotel and among other things,

- (a) Shall act as renting agent for the same, having all leases executed by the said Corporation.
- (b) Shall collect all rents and revenues and pay the same over to the Corporation, accounting for the same at least once ~~each~~ week on Monday thereof, and keep full, complete and accurate accounts of the same in the books of the said Corporation.
- (c) Shall furnish and pay out of their own funds all help, such as janitors, maids, etc., necessary to carry on said apartment-hotel.
- (d) Shall furnish bond of a corporate surety in the sum of five hundred Dollars (\$500), conditioned upon the accurate keeping of the accounts provided herein and the faithful payment of all sums of money, received by the said Second Parties, to the said Corporation.

FIFTH: That this agreement shall continue for the period of one year from the 1st. day of September, 1925.

As Witness the seal of said Corporation and the signature of Max Bernstein, its president and the hands and seals of the said Second Parties, the day and year first above written.

THE ATTUCKS APARTMENT-HOTEL CORPORATION

By Max Bernstein
President.

Her. W.D. William (SEAL)

Mrs Annie William (SEAL)

TEST:

George W. Sprouse

P15

322 Ct. Ct. No. 2
1923 Docket No.

Attucks Apartment

Hotel Corp.
vs.

Williams
et al

Subpoena to Answer Bill of Complaint

No. 15070 A
3

Copy 2 copied ✓

Filed 2nd (John) 1923

Young & Trotter
Solicitor.

Summoned Ambo and a copy of the Process
left with each Defendant
(Buehler) 9/30/25
John E. Potter
Sheriff
Rec'd 9/30/25

EQUITY SUBPOENA

The State of Maryland

To

Walter S. Williams

Ernie Williams his wife

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 October, next, cause an appearance to be entered for you, and your Answer to be filed to the Complaint of

The Attucks Apartment Hotel Corp.

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 R. GORTER, Chief Judge of the Supreme Bench of Baltimore City, the 14 day of September, 1925 Issued the 30 day of September, in the year 1925

John Seasants 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.)

SUMMONS FOR WITNESS

In the Circuit Court No. 2 of Baltimore City

DOCKET

10170

The Sheriff will please return the following witness

returnable on the 10 o'clock A.M. day of

322 Ct. Ct. No. 2
19 25 No. A Docket

Attucks Apartments -
Hotel Corp.

vs.

Williams

Summons for Witness

No. 15070 A

5

Filed 2nd day of October 19 25

Young Brothers

Clerk of Circuit Court No. 2 of Baltimore City

SUMMONS FOR WITNESS.

DOCKET

FOLIO

M.A. 322

In the Circuit Court No. 2 of Baltimore City

September Term, 19 *25*

The Sheriff will please summon the following witnesses,

returnable on

Friday

the

2

day of

October

19

at

10 o'clock A. M.

Mr. Clerk:-

Please issue for the following witnesses:-

W
W
Herman Avery,

1811 Munsey Building, Baltimore.

Detective Kahler,

Police Department, Court House.

and make the summons returnable on October 2, 1925, at 1.30 P. M.

Young Brothers

Attorneys for Plaintiff.

to testify for

Plaintiff

in the case of

Alherts Apartment Hotel Corp.

vs.

Shillans

John Peasants

Clerk of Circuit Court No. 2 of Baltimore City.

SUMMONS FOR WITNESS

In the Circuit Court No. 2 of Baltimore City

DOCKET

NOTE

Term 19

The Sheriff will please summon the following witnesses

the day of

10 o'clock A. M.

Ct. Ct. No. 2
19 25 No. 34 Docket A

Attucks Apartment
Hotel Corp vs.

Williams
et al.

Summons for Witness

No. 15a2a
6

Filed 9 day of October 1925

In the Circuit Court No. 2, of Baltimore City

September, Term, 19 25

The Sheriff will please summon the following witnesses,

returnable on..... the..... day of
19..... at..... 10 o'clock A. M.

[Large area of horizontal dotted lines for listing witnesses]

to testify for.....

in the case of.....

vs.

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

The Atticus Apartment
Hotel Corporation
a body corporate

Walter S. Williams
Exec

In the Circuit Court
No 2 of Baltimore City

Mr Clerk:-

Please issue for the following witnesses

John Kratz P Detective Headquarters, Court House

3- two team the books, papers and
memorandum of W.S. Williams and Annie Williams
with The Atticus Apartment Hotel Corporation.

To testify for the complainant and serve the
summons returnable on Friday the 2nd day
of October at 1.30 P.M.

Young Brothers
Attorney for Plaintiff.

322 Ct. Ct. No. 2.

1925 No. *15020A* Docket.

The Attucks Apartment Hotel
Corporation etc.,
vs.

Walter S. Williams and wife.

ORDER FOR INJUNCTION

2. October 1925

No. *15020A*

(7)

Filed *2. October*, 192*5*

THE ATTUCKS APARTMENT HOTEL CORPORATION,

etc.....

vs.

WALTER S. WILLIAMS and wife.

IN THE

Circuit Court No. 2

OF

BALTIMORE CITY.

..... Term 192

On the foregoing Bill and Petition it is this eleven day of September ~~September~~ October, 1925
 ordered that a Writ of Injunction be issued as prayed in said Bill, upon the filing of a bond by the Plaintiff in
 the penalty of Five Hundred Dollars,
 with security, to be approved by the Clerk of this Court. But liberty is hereby reserved to the Defendant
 to move for the rescinding of this order, and for a dissolution of the Injunction to be issued as aforesaid, at any
 time after filing answers to said Bill, on giving the Plaintiff five days' previous notice of such motion, and the
 Clerk is hereby directed to annex a copy of this order to the Writ of Injunction.

except that such is hereby given to the defendant to occupy the first floor apartment until October 12, 1925,

Robert F. Lorton

I HEREBY CERTIFY, That the above is a true copy of the order directing injunction to issue, passed by the Circuit Court No. 2 of Baltimore City, in the said cause, and that the Plaintiff therein named has filed an approved bond as by the terms of said order required.

In Testimony Whereof, I hereunto set my hand and
 affix the seal of the said Circuit Court No. 2 of
 Baltimore City, this.....
 day of.....in the year
 of our Lord one thousand nine hundred and

..... Clerk.

Young & Crothers.

151 ✓

54
Ct. Ct. No. 2

322

1925

Docket A

The Altucks Apartment
Hotel Corporation

vs.

Walter S. Williams
et al

Decree Pro Confesso

30th Oct. 25

No. 15020 a

10

Stewart Davis

Filed

30th October 1925

Young & Crothers

]DECREE PRO CONFESSO.[

*The Atticus Apartment
Hotel Corporation,
a body corporate*

vs.

*Walter S. Williams and
Annie Williams, his wife*

IN THE

Circuit Court No. 2

OF

BALTIMORE CITY

September 26 Term, 192*5*

The Defendant *s, Walter S. Williams and Annie Williams,* 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 writ (said Order).....

It is thereupon this day *30th* day of *October* in the year nineteen hundred and *twenty five* 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 *s, Walter S. Williams and Annie Williams,*

R.F. 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~~ *Robert F. Stanton* take testimony to support the allegations of the Bill.

Robert F. Stanton

Wm A. [unclear]
19 *25* No. *117* Docket *117*
Ct. Ct. No. 2

Attucks St. Hotel Co

vs.

Williams

Summons for Witness

No. *15020 A*
[117]

Filed *for* day of *November* 19 *23*

Young & Co. Inc.

SUMMONS FOR WITNESS.

DOCKET *34A* FOLIO *322*

In the Circuit Court No. 2 of Baltimore City

September Term, 19 *25*

returnable on *Saturday* the *7* day of *November* 19 *25* at *10* o'clock A. M.

The Sheriff will please summon the following witnesses,

Mr. Clerk:-

Please issue for the following witnesses:-

Detective John Kratz, *SA* Police Department, Court House.
duces te cum the books, papers and memoranda of Walter S. Williams and Annie Williams, with The Attucks Apartment Hotel Corporation.

Detective Kahler, *SA* Police Department, Court House.
duces te cum the books, papers and memoranda of Walter S. Williams and Annie Williams with The Attucks Apartment Hotel Corporation.

and make the summons returnable on Saturday, the 7th. day of November, 1925, at 10 o'clock A.M.

Young Brothers
Attorneys for Plaintiff.

to testify for *Plaintiff*
in the case of *Attucks Apartment Hotel Corp.*

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

STENOGRAPHIC RECORD

IN THE MATTER OF

THE ATTUCKS APARTMENT HOTEL
CORPORATION, a body corporate,

vs.

WALTER S. WILLIAMS and ANNIE
WILLIAMS, his wife.

IN THE

CIRCUIT COURT NO. 2

OF BALTIMORE CITY.

Before: STANTON, J.

DOCKET A-322, 1925.

November 7th, 1925.

(INDEX INSIDE)

No. 5020 a
12

TRANSCRIPT FROM NOTES OF

CLARENCE P. GOETZ

EQUITABLE BUILDING
BALTIMORE, MD.

Official Court Reporter

OFFICE AND HOME
TELEPHONES

Filed 7th November, 1925

IN THE CIRCUIT COURT NO. 2 OF BALTIMORE CITY.

THE ATTUCKS APARTMENT HOTEL)	
CORPORATION, a body corpor- (Before: STANTON, J.
ate.)	

vs.)	
	DOCKET A-322, 1925.
WALTER S. WILLIAMS and)	
ANNIE WILLIAMS, his wife. (

November 7th, 1925.

APPEARANCES:

R. Walter Crothers, Esquire,

Solicitor for Plaintiff.

No appearance for defendants.

Thereupon - - -

MAX BERNSTEIN,

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. Crothers:

Q You are an officer of the Attucks Apartment Hotel

Corporation?

A Yes, sir.

Q What is your position there?

A President and treasurer.

Q Did you enter into an agreement with the defendants to carry on and occupy the apartment house?

A I did, sir.

MR. CROTHERS: We will offer that agreement in evidence, it is a part of the exhibits.

(Agreement marked and filed in evidence as Plaintiff's Exhibit No. 1.)

Q Will you tell us what that is?

A An agreement between our corporation and Mr. and Mrs. Williams.

Q Did you sign that?

A Yes, sir.

Q Did you see Williams sign it and his wife sign it?

A Yes.

Q Did the defendants enter into possession of the property as your agents?

A Yes, sir.

Q Did they carry out the agreement?

A They did not.

Q How didn't they carry it out?

A They haven't fulfilled their contract, they haven't kept any books and they haven't kept the proper receipts and they haven't registered people as they were told.

Q You say they didn't keep books?

A They kept some books but not satisfactory.

Q Did they furnish a bond in accordance with the agreement?

A They did not.

Q Do you know whether or not Annie Williams, one of the defendants, absconded?

A She did.

Q How do you know that?

A By a message from him telling me she had disappeared.

Q Did you ever talk with her afterwards?

A No.

Q Do you know how much her husband says she took?

A Eighty four dollars.

Q Do you know whether or not she was indicted by the Grand Jury?

A I was present, yes, sir.

Q On whose complaint?

A On the husband's complaint.

Q Do you know whether or not they devoted all their time and attention to the management of the apartment?

A No, sir, they did not.

Q How do you know that?

A I was there when they were not present at all.

Q Were they conducting another apartment at the same time?

A They did, they agreed to put in all their time there according to the contract.

Q Do you know whether or not any guests were allowed to stay there at the hotel without registering?

A She admitted it.

Q Did you make demand on them to surrender the premises?

A I did.

Q On what date?

A Three or four days after that, September 24th.

Q On what date did you take charge after they got out?

A Immediately.

Q Do you remember the date?

A I don't remember the date.

Q The last of September?

A The last of September.

Q September 29th, the bill says?

A Yes, sir.

Q Did you make demand on the defendants to return the eighty four dollars and to account to you for all profits?

A We did.

Q Did they account to you?

A No, they did not.

Q Do you know whether or not they have tried to keep other tenants from going into the hotel apartment?

A Yes, they have spoken to other people, trying to take them away from there.

(Examination of the witness concluded.)

JOHN H. KRATZ,

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. Crothers:

Q Mr. Kratz, you are a detective of the Baltimore Police Department?

A Yes, sir.

Q Do you know Walter S. and Annie Williams, his wife?

A I saw them.

Q Did you ever have occasion to go up to the Attucks Apartment Hotel?

A Well, Mr. Bernstein reported the matter and we were trying to locate her and she was arrested September 28th by Detective Kahler.

Q Do you know whether or not the department seized the books of the corporation?

A We told Mr. Bernstein to give us those books before they could be tampered with and he brought them down.

Q Have you those books?

A Yes, sir.

Q In whose possession have they been?

A Property clerk of the Police Department.

Q Has Mr. Bernstein had access to these books since you had them?

A. Oh, no.

Q Has anybody had access to them?

A Oh, no, only the property clerk.

(Examination of the witness concluded.)

HERMAN AVERY,

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. Crothers:

Q What is your business, Mr. Avery?

A Accountant and auditor.

Q Are you a certified public accountant?

A No, sir, registered.

Q Were you ever employed by Mr. Bernstein, the president of the Attucks Apartment Hotel Corporation?

A Yes, sir.

Q In what capacity?

A Accountant and auditor.

Q Did you have occasion to audit the books of the Attucks Apartment Hotel Corporation?

A What there were of them.

Q Can you identify these books?

A Yes, sir, one is the register which is kept on the counter and the other is the receipt book which Mr. Williams was to give his clients a receipt in.

(Books marked and filed in evidence as Plaintiff's Exhibit No. 2 and Plaintiff's Exhibit No. 3, respectively.)

Q Mr. Avery, when did you audit these books?

A Weekly or by-weekly with Mr. Bernstein.

Q When was the last time you audited them?

A The last time we audited them for settlement was on September 10th, 1925. We afterwards went there about the 25th of September and checked up what he was supposed to have turned over to Mr. Bernstein and we have made a list of what he should have turned over taken from the register and receipt book.

Q According to your audit of the books of the Attucks Apartment Hotel Corporation which were kept by Walter S. Williams and Annie Williams, his wife, will you tell the Court how much money you found to be due and owing by the defendants in this case to the plaintiff?

A One hundred and seventy three dollars.

Q Does that include the eighty four dollars which Annie Williams absconded with?

A Yes, sir.

Q Do you know whether or not any of that money has been paid over to Mr. Bernstein?

A Not to my knowledge.

Q Do you know whether or not all the guests registered that went to that apartment?

A They were not.

Q How do you know that?

A By the admission of both Williams and his wife; in fact, when we made the settlement on September 10th we called his attention to room No. 12, for which they turned over two dollars, and they said the party was too tired to register and went out the next morning.

Q Is that the only case you know?

A That is the only specific case in which we got the money but hearsay cases of others; that is the only case we could pin on them.

(Examination of the witness concluded.)

JOHN H. KRATZ,

was recalled and testified further as follows:

DIRECT EXAMINATION

(By Mr. Crothers): Mr. Kratz, do you know whether or not the defendants in this case, Walter S. Williams and Annie Williams, his wife, allowed persons to register or at least go into this hotel with registering?

A Well, he stated to Mr. Kahler and myself that he called his wife's attention to what she had done with the money and that he didn't see the names on the register and he called her down on it and the next morning she ran away with the money.

(Examination of the witness concluded.)

MAX BERNSTEIN,

was recalled and testified further as follows:

DIRECT EXAMINATION

Q (By Mr. Crothers): Mr. Avery testified the book shows due and owing \$173.00, including the \$84.00 Mrs. Williams absconded with, have you ever been paid any of that \$173.00 on behalf of the corporation?

A No, sir, none whatever.

322
1925 - A # 15020 a

322
1925
A

IN THE CIRCUIT COURT NO. 2
OF BALTIMORE CITY.

The Attucks Apartment
Hotel Corporation,

a body corporate

vs.

Walter S. Williams and
Annie Williams, his wife.

D E C R E E

13 November 1925

~~Mr. Clerk:~~
~~Please file, etc.,~~
~~For Plaintiff~~
~~Attorneys for Plaintiff.~~

No 15020 A
113

YOUNG & CROTHERS
ATTORNEYS AND COUNSELLORS AT LAW
844 EQUITABLE BUILDING
BALTIMORE, MD.

FILED 13 November 1925

THE ATTUCKS APARTMENT HOTEL
CORPORATION, a body corporate,

vs.

WALTER S. WILLIAMS and
ANNIE WILLIAMS, his wife.

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IN THE CIRCUIT COURT NO. 2
OF BALTIMORE CITY.

D E C R E E

This cause standing ready for hearing and being submitted upon bill, decree pro confesso and testimony taken in open Court, the counsel for the plaintiff was heard, and the proceedings read and considered:

It Is Thereupon, this *12th* day of November, 1925, by the CIRCUIT COURT NO. 2 of BALTIMORE CITY, ADJUDGED, ORDERED and DECREED that the defendants, Walter S. Williams and Annie Williams, his wife, pay to the plaintiff, The Attucks Apartment Hotel Corporation, a body corporate, the sum of one hundred and seventy three Dollars, together with interest thereon from the date of this decree, and the costs of this suit.

And It Is Further ADJUDGED, ORDERED and DECREE that the injunction heretofore granted in this cause be, and it is hereby, made perpetual; and the said defendants, Walter S. Williams and Annie Williams, their agents and servants, be and they are hereby perpetually enjoined from and in any way interfering with the conduct and management of the Attucks Apartment Hotel located at No. 1200 Madison Avenue, Baltimore, Maryland.

Robert F. Lauter