

Serve on Defendant

In the
Circuit Court No. 2.
of
Baltimore City

265/1917

HARRY A. CARPENTER

VS

PAUL A. DIGGS

Bill for Specific
Performance & Injunction

Order 10th December 1917
Mr. Clerk:-

Please issue an

and serve on Defendant

#1944 Druid Hill Ave.

Clarke L. Smith
Copy & Order 7 - copied
Sol'r. for Complainant.

110 10789

①
CLARKE L. SMITH
ATTORNEY AND COUNSELLOR AT LAW
21 EAST SARATOGA ST.
BALTIMORE, MD.

10
Dec. 10th December 1917

*Copy of the within Bill of Complaint and Order of
Court served on Paul A. Diggs on the 11th day of
December 1917, in the presence of Alexing R. Niteck.*

Thomas F. McFadyly
Sheriff.

Fee \$0.50

Harry A. Carpenter

vs

Paul A. Diggs

In the
Circuit Court No. 2
of
Baltimore City

To the Honorable, the Judge of Said Court:

Your Orator, Complaining, respectfully represents unto
Your Honor-

(1) That on or about the 17th. day of July, 1916, and prior thereto he owned and was engaged in the drug business at 1944 Druid Hill Avenue, Baltimore City and that on the aforesaid date he sold unto Paul A. Diggs a one-half interest in the said business for the sum of Fourteen Hundred dollars as is shown by Plaintiff's Exhibit "A" filed herewith and prayed to be taken as a part hereof.

(2) That on or about the 16th. day of September 1916, Your Orator and the Defendant entered into an agreement by which the said Defendant was to purchase the other one-half interest in the said business at and for the sum of Fifteen Hundred Dollars making Twenty-nine hundred dollars for the entire stock, fixtures good will and etc.; as is shown by the Agreement filed herewith Marked Plaintiff's Exhibit "B" the terms of which sale are fully set out in paragraph No. 2. of said Agreement.

(3) That though Your Orator did deliver possession of the said place of business including stock, fixtures and good will thereof and has preformed all of the conditions by said Agreement upon him imposed the said Defendant has refused to execute, in favor of Your Orator, the Bill of Sale therein provided for, to secure the payment of the promissory notes for the unpaid balance of the purchase price and the said Defendant has also failed to have endorsed to the benefit of Your Orator the life insurance policy in the Metropolitan Life Insurance Company also therein provided in said Agreement to further secure the payment of said notes, one of which is now in default.

(4) That Your Orator is informed and verily believes that

the said Paul A. Diggs, defendant, is about to sell the said stock, fixtures, good will, & etc. of the said business with the purpose of absconding, which would work a hardship upon Your Orator leaving him no remedy at law by which he could recover the unpaid part of the purchase money, aforesaid,

To The End Therefore:

(1) That the said agreement between Your Orator and Paul A. Diggs may be specifically enforced and that the said Paul A. Diggs, Defendant, be decreed to execute unto Your Orator the said Bill of Sale or Chattel Mortgage on said stock, and fixtures and also that the defendant may be decreed to deliver unto Your Orator a policy of insurance properly endorsed to the benefit of Your Orator as by the true import of said Agreement it was provided.

(2) That Your Honor, may grant unto Your Orator the writ of injunction directed to the said Paul A. Diggs residing at #1944 Druid Hill Avenue, restraining the said Paul A. Diggs from disposing of, in bulk, the said stock, fixtures, wares merchandise located at #1944 Druid Hill Avenue, aforesaid, until such a time as this Cause shall be fully heard and determined.

(3) That Your Orator may have such other and further relief as his case may require.

May it please Your Honor to grant unto Your Orator the writ of subpoena directed against the Defendant Paul A. Diggs, of 1944 Druid Hill Avenue commanding him to be and appear in this Court at some day certain, to be named therein to answer and abide by such decree as may be passed herein.

And as in duty bound &etc.

Harry A. Carpenter
Complainant.

Charles D. Smith
Solicitor for Complainant.

State of Maryland,

Baltimore City, to-wit:-

I Hereby Certify, that before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared this 7th. day of December 1917 Harry A. Carpenter above named Complainant, and made oath in due form of law, that the matters and fact set forth in the above petition are true to the best of his knowledge and belief.

Carlos C. Jennings
Notary Public.

Upon the foregoing bill, affidavit and exhibits, it is this ^{10th} day of December 1917 ordered by the Circuit Court No. 2 of Baltimore City that the writ of injunction be granted as prayed unless Paul A. Diggs, Defendant, shall show cause to the contrary why the said writ should not be granted by the ^{26th} day of December 1917, provided a copy of this order be served upon the said Defendant on or before December ^{15th} 1917.

Harry Diggs

BILL OF SALE

75
No 5
1917

Between

Harry A. Carpenter

and

Paul A. Diggs.

Plffs Exhibit
"A"

Received for Record

AUG 5 1916 at 10⁴⁵ a
At same day recorded in Liber
B. C. 261 and 98, 99
one of the Chattel Records of
Baltimore City and County
per

Stephen C. Little Clerk

1045 75
WESLEY PARKER
Attorney and Counsellor at Law
BALTIMORE, MD.

10th December 1917

I, Harry A. Carpenter of Baltimore City in the State of Maryland, in consideration of the sum of ~~Four~~ *Fifteen* hundred dollars (\$1400.00), the receipt of which is hereby acknowledged, do hereby bargain and sell unto Paul A. Diggs, of Baltimore City and the State aforesaid, one-half of the stock, fixtures and interest, (inventory waived), in the store at 1944 Druid Hill Avenue in the city and state aforesaid, of the Drug and Pharmacy business conducted and operated by the said Harry A. Carpenter, at the same place, city and state.

WITNESS my hand and seal this *17th* day of July, 1916.

TEST:

Carlos C. Jennings (Seal)
Harry A. Carpenter (Seal)

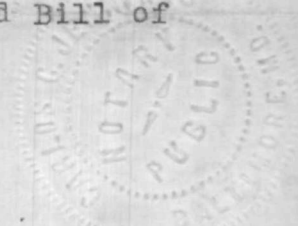
----- (Seal)

State of Maryland Baltimore City to Wit:

I hereby certify on this *(17th)* day of July, in the year One thousand nine hundred and sixteen, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Harry A. Carpenter, and acknowledged the foregoing Bill of Sale to be his act and at the same time also, appeared Paul A. Diggs, and made oath in due form of law that the consideration of said Bill of Sale is true and bona fide, as therein set forth.

As WITNESSETH my hand and Notarial Seal

Carlos C. Jennings
Notary Public.



B.

*A 265
1917*

ARTICLE
OF AGREEMENT.

BETWEEN

HARRY A. CARPENTER

AND

PAUL A. DIGGS.

*Plffs Exhibit
"B"*

*No 10789 A
3*

J. WESLEY PARKER,
Attorney and Counsellor at Law,

BALTIMORE, MD.

Dec 10 1917

All corrections made in ink on this paper copy made before signatures to the same by the parties aforesaid. Changes made by Wm C. McCord, J. Wilson Barker

THIS AGREEMENT made this ^{16th} day of September, 1916, by and between Paul A. Diggs, of Baltimore City of the State of Maryland of the first part, and Harry A. Carpenter of the same City and State of the second part;

WITNESSETH: That in the consideration of the sum ~~Twenty~~ ^{Fifteen} ~~nine~~ hundred dollars (~~\$2900.00~~ ^{\$1500⁰⁰}), the said Paul A. Diggs agrees to purchase and the said Harry A. Carpenter agrees to sell all his stock, goods, wares, merchandise, furniture, fixtures, interest, as well as the good will in the drug store or business located at the corner of Druid Hill Avenue and Presstman St., being one-half interest of the said business of the partnership made on the 17th day of July, 1916, (inventory waived) and the said business heretofore carried on there by the parties herein mentioned, which is hereby dissolved.

AND THE SAID Paul A. Diggs hereby agrees that he will pay the sum of Three hundred dollars (\$300.00) cash on the day of transfer and the balance of Twenty-six hundred dollars (\$2600.00) by notes of six (6) months installments of Two hundred dollars (\$200.00) each, with interest at six percent (6%), secured by ample and sufficient security, viz: Bill of Sale of the same and a Life Insurance Policy of ^{Five Hundred dollars \$500⁰⁰} ~~one thousand dollars (\$1,000.00)~~ with the Metropolitan Life Insurance Company, premiums paid by me, to the

benefit of the said Harry A. Carpenter. *In the event of the default in any of the payments of premiums on said policy by Paul A. Diggs, the said Harry A. Carpenter may pay same and charge against the notes for the amount so paid.*

IT IS FURTHER AGREED that the said Harry A. Carpenter shall not at any time hereafter? WITHIN ten years and within ten blocks square from said place of business, now occupied by us engage directly or indirectly, either as agent, principal, servant or otherwise, in carrying on, conducting or being interested in said business of drug, medicine or pharmacy.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals this 16th day of Sept., 1916.

TEST: Wm C. McCord ; Harry A. Carpenter (SEAL)
Paul A. Diggs (Seal)

3/23/1917

265 A 76
1917
In the
Circuit Court No. 2
of
Baltimore City *265*
A 1917

Harry A. Carpenter
Plaintiff

vs

Paul A. Diggs,
Defendant

Petition.

Order 19th December 1917

Mr. Clerk:-

Please file
+ issue on J. Stewart Davis
of the 351st Field artillery
Camp made, etc

Clarke L. Smith
Solicitor for Complainant
No 10789 A

CLARKE L. SMITH
ATTORNEY AND COUNSELLOR AT LAW
21 EAST SARATOGA ST.
BALTIMORE, MD.

FD. *December 1917*

Harry A. Carpenter,
Plaintiff

vs

Paul A. Diggs,
Defendant.

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

To the Honorable, the Judge of said Court;

Your orator respectfully represents unto your Honor:

(1) That on the 10th. day of December 1917, he filed a bill in this Court against the said Paul A. Diggs, defendant, in which he, your orator petitioned the Court that the contract therein set forth and filed as an exhibit should be specifically performed on the part of the said defendant and further praying for an order enjoining the said Defendant from disposing of the personal property therein mentioned until such a time that the said cause should be heard and determined by this Honorable Court.

(2) That your Honor passed an order nisi upon the said Bill, a copy of which order has been duly served upon the said Paul A. Diggs, defendant; but that since the filing of the said Bill it has come to the attention of your orator that the defendant, Paul A. Diggs, did, on the 22nd? day of September 1917 assign the property therein mentioned to one J. Steward Davis, who, in turn, assigned it to Harriet Diggs, wife of the said Paul A. Diggs, Defendant, the said assignment to the said J. Steward Davis being duly recorded in Liber S. C. L. No. 267 Folio 167 &c., one of the Chattel Records of Baltimore City; but that the said assignment from the said Davis to Harriet Diggs, wife of the defendant, Paul A. Diggs, is unrecorded.

(3) That your orator believes and therefore charges that both of these assignments were made without consideration passing between the parties thereto and with the purpose to defraud your orator.

(4) That the said Harriet Diggs is a non-resident of this State and is now residing in the State of Pennsylvania.

Wherefore, your orator petitions this Court to make the said J. Steward Davis and the said Harriet Diggs parties defendants to this suit.

(1)
To the end, therefore, That the said J. Steward Davis and Harriet Diggs may be made parties to the original bill filed in this case and to this amendment thereof.

(2) That your Honor may vacate the assignments of the property therein mentioned between the said Paul A. Diggs and the said J. Steward Davis and also the assignment from the said J. Steward Davis to the said Harriet Diggs, wife of the said Paul A. Diggs.

(3) That your Orator may have such other and further relief as his case may require;

May it please your Honor to grant unto your Orator the writ of subpoena directed against the said J. Steward Davis, residing at Camp Meade, Maryland, commanding him to be and appear in this Court at some day certain, to be named therein, to answer the premises and abide by and perform such a decree as may be passed therein;

and May it please your Honor to grant unto your orator the order of publication giving notice to the said Harriet Diggs, non-resident of this State, of the object and substance of the bill in this cause, as amended or supplemented hereby, warning her to appear in this Court, in person or by solicitor, on or before a certain day, to be named therein, to show cause, if any she have, why a decree ought not be passed as prayed.

And as in duty bound &c.

Henry A. Carpenter
Complainant.

Clarke L. Smith
Solicitor for Complainant.

State of Maryland, Baltimore City, To Wit:

I hereby certify that before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared this ^{19th} day of December 1917, Harry A. Carpenter, Complainant named in the foregoing Bill, ^{by petition} and he made oath, in due form of law that that matters of fact set forth in the said Bill are true to the best of his knowledge and belief.

As witness my hand and Notarial Seal.

Charles E. Jennings
Notary Public.

Upon the foregoing petition and affidavit it is hereby ordered by the Circuit Court No. 2 of Baltimore City this 19th day of December 1917 that the within mentioned J. Steward Davis and Harriet Diggs be, ^{and are hereby} made parties ^{dependent} to this cause and further be it ordered that the writ of Subpoena be issued, as prayed, directed against the said J. Steward Davis and that the order of publication be granted, as prayed, against the said Harriet Diggs, non-resident.

Henry Duffoy

Harry A. Carpenter,
Plaintiff

vs

Paul A. Diggs,
Defendant.

In the
Circuit Court No. 2
of
Baltimore City.

To the Honorable, the Judge of said Court;

Your orator respectfully represents unto your Honor:

(1) That on the 10th. day of December 1917, he filed a bill in this Court against the said Paul A. Diggs, defendant, in which he, your orator petitioned the Court that the contract therein set forth and filed as an exhibit should be specifically performed on the part of the said defendant and further praying for an order enjoining the said Defendant from disposing of the personal property therein mentioned until such a time that the said cause should be heard and determined by this Honorable Court.

(2) That your Honor passed an order nisi upon the said Bill, a copy of which order has been duly served upon the said Paul A. Diggs, defendant; but that since the filing of the said Bill it has come to the attention of your orator that the defendant, Paul A. Diggs, did, on the 22nd day of September 1917 assign the property therein mentioned to one J. Steward Davis, who, in turn, assigned it to Harriet Diggs, wife of the said Paul A. Diggs, Defendant, the said assignment to the said J. Steward Davis being duly recorded in Liber S. C. L. No. 267 Folio 167 &c., one of the Chattel Records of Baltimore City; but that the said assignment from the said Davis to Harriet Diggs, wife of the defendant, Paul A. Diggs, is unrecorded.

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(1)
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(2) That your Honor may vacate the assignments of the property therein mentioned between the said Paul A. Diggs and the said J. Steward Davis and also the assignment from the said J. Steward Davis to the said Harriet Diggs, wife of the said Paul A. Diggs.

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And as in duty bound &c.

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Complainant.

Clarke L. Smith
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Solicitor for Complainant.

State of Maryland, Baltimore City, To Wit:

I hereby certify that before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared this *19th* day of December 1917, Harry A. Carpenter, Complainant named in the foregoing Bill, *or petition* and he made oath, in due form of law that that matters of fact set forth in the said Bill are true to the best of his knowledge and belief.

AS witness my hand and Notarial Seal.

Carlos C. Jennings
.....
Notary Public.

Notarial
Seal

Copy In The

Circuit Court No. 2

Baltimore City

Plaintiff

Harry A. Carpenter

vs

Paul A. Dugg

Defendant

Mr Clerk:

Please issue

& serve on J. Stewart

Davis, of the 35th Field

Artillery, Camp Meade,

Maryland.

Charles L. Smith

Solicitor for Complainant.