

In the  
Circuit Court Number  
of Baltimore City

29A 22  
1920

Gross-Grant Real Estate  
Company, a body corporate  
Plaintiff

Versus

Nathaniel Willis  
Defendant

Bill of Complaint for  
Specific Performance

Mr. Clerk:  
Please file, etc.

*Arthur E. Briscoe*  
Solicitor for plaintiff  
*No 11427 A*  
①

*To* 19-January 1920  
ARTHUR E. BRISCOE  
ATTORNEY AT LAW  
21 EAST MARYTOWN STREET  
BALTIMORE, MD.  
*215-17 Courtland Street.*

Gross-Grant Real Estate Company	:	In the
A Body Corporate, Plaintiff	:	
	:	
Versus	:	Circuit Court Number 2
	:	
	:	
Nathaniel Willis	:	of Baltimore City
Defendant.	:	

To the Honorable, the Judge of said Court:

Your orator, complaining, respectfully states:

First That on or about the seventeenth day of December, in the year nineteen hundred and nineteen, Nathaniel Willis, being seized and possessed of a piece of property, situate and lying in Baltimore City and known as #830 Rutland Avenue, and subject to the annual ground rent of fifty dollars, agreed with your orator in writing to sell unto him the aforesaid property at and for the sum of thirteen hundred and fifty dollars, (\$1350.00) whereof the sum of twenty-five dollars was paid and the balance to be paid in thirty days.

Second That the following contract of sale was entered into between your orator and the defendant, Nathaniel Willis:

This Agreement made this seventeenth day of December in the year nineteen hundred and nineteen, between Nathaniel Willis of the City of Baltimore, State of Maryland of the first part, and the Gross-Grant Real Estate Company, a body corporate of the same city and State of the second part: Witnesseth, that the said party of the first part do hereby bargain and sell unto the said party of the second part and the latter do hereby purchase from the former the following described property, situate and lying in the city of Baltimore aforesaid, situated on the west side of Rutland Avenue and known as 830 Rutland Avenue.

At and for the price of thirteen hundred and fifty (\$1350.00) Dollars, of which \$25.00 have been paid prior to the signing hereof, and the balance is to be paid as follows: 30 days from this date, said property subject to ground rent of \$50.00.

And upon payment as above of the unpaid purchase price, a Deed for the property shall be executed at the Vendee's expense by the vendor, which shall convey a good and merchantable title to the property to the vendee. Taxes, ground rent and other charges to be allowed for or adjusted between the parties to *date*.

Witness our hands and seals (Signed) Nathaniel Willis seal

Test:-  
Signed) Samuel E. Robinson (signed) The Gross-Grant Real Estate Co.  
John R. Gross, President  
seal

Third That your orator has performed all the requirements of said contract on his part to be performed, but the said Nathaniel Willis refuses to carry out his part of the agreement and abide by his contract, as he rightfully ought to do.


To the end therefore, your orator prays:

(1) That the said agreement be specifically enforced and that the said Nathaniel Willis may be decreed to carry out his part of the agreement.

(2) That your orator may have such other and further relief, as in equity, his case may require.

May it please your Honor to grant unto your orator the writ of subpoena, directed to the said Nathaniel Willis, residing at 1429 Jefferson Street, in the said Baltimore City, commanding him to be and appear in this Court at some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound.

  
Solicitor for Plaintiff.

In Circuit Court  
no-2 of 1920  
Baltimore City

Gross Grant Realty  
Co (Inc.)

vs

Mathaniel Wells

Answer to bill of complaint

Wtr (best please id)

(Edward) Davis  
No. 1142 1/2  
3

J. STEWARD DAVIS  
ATTORNEY AT LAW  
118 E. LEXINGTON STREET  
BALTIMORE, MD.

Ed. 19th February 1920

Gross Grant Realty Co. inc.

In Circuit Court no.2

vs.

of

Nathaniel Wills

Baltimore City.

-----  
To The Honorable, the Judge of Said Court:  
The answer of the defendant, Nathaniel Wills, in his cause  
to the bill of complaint of Gross Grant Realty Co. inc. vs. him,  
in this Court exhibited.

This defendant respectfully says:

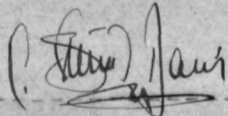
FIRST, That he admits the contract of sale as set out in  
the bill of complaint of the plaintiff.

SECOND, That he denies that he has refused to specifically  
perform the conditions of said contract, but avers that the plain-  
tiff insists upon the defendant's allowing the plaintiff to charge  
against the purchase price of the piece of property indispute,  
the amount due upon a stove, which does not belong to the defen-  
dant, but is the property of the Home Furnishing Co., and that  
the plaintiff knew prior to the signing of the above contract of  
sale that the stove was not the property of the defendant, and  
was the property of Home Furnishing Co.

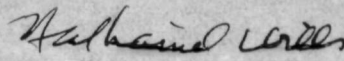
THIRD, That the defendant ever was and is now willing to  
convey said property indispute, but that the specific performance  
of the contract has been interferred with because of the inequi-  
table conduct of plaintiff bill.

FOURTH, That the plaintiff is not entitled in law or equity  
for the releif asked for,

FIFTH, To the end wherefore the defendant prays that  
the bill be dismissed with costs on the complainants.



-----  
Attorney for Defendant



-----  
C.S.O. - defendant

STATE OF MARYLAND )  
                          ) To Wit:  
Baltimore City        )

I hereby certify that on this ~~15th~~ <sup>February,</sup> day of ~~15th~~ <sup>February,</sup> in the year  
nineteen hundred and twenty, before me the subscriber a Notary  
Public of the County of Baltimore, in and for the State of Mary-  
land, aforesaid, personally appeared Nathaniel Wills and made  
oath in due form of law that the above answer was true to the  
best of their-- his knowledge and beleif.

Arthur W. Rogers  
Notary Public

22

Cir. Ct. No. 2.

19 20

Docket No. 2977

Gross, Grant Real Estate Company, a body corporate vs.

Nathaniel Hillis

GENERAL REPLICATION

Mr. Clerk:

Please file.

Arthur C. Brown

Solicitor for Plaintiff.

NO. 11427 A

Filed M Feby 19 20

Gross Grant Real  
Estate Company, a body  
corporate vs.

In the CIRCUIT COURT, No. 2  
of Baltimore City

Nathaniel Willis

January

TERM 1920.

To the Honorable

Judge of Said Court:

The Plaintiff join issue on the matters alleged in the answer of

the defendant

so far as the same may be taken to deny or avoid the allegations of the bill

Arthur C. Brieve

Solicitor for Plaintiff.



22 Ct. Ct. No. 2.  
1920 No. 29 Docket A

Gross Real Estate

vs.

Hull

Summons for Witness

No. 11427A  
(51)

Filed 10th day of April 1920  
J. S. Davis

In the Circuit Court No. 2 of Baltimore City

*March* Term, 19*70*

The Sheriff will please summon the following witnesses,

returnable *Monday, Apr. 12, 1970 at 10 AM.*

- 8* *J. S. Mathews* *sd* *1101 S. Howard St*
- 8* *H. M. Mathews* *sd* *1101 S. Howard St.*

to testify for *Defendant*  
in the case of *Gross Trust Real Estate* vs.

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

Serve on

*J. Stewart Davis*  
*Sol*

No 135

Circuit Court No. 2

~~27~~  
~~27~~  
22  
1910

Docket No. 11427

*Grass Good Real Estate*  
*Co, Inc.* vs. *Nathaniel Gillis*

PETITION AND ORDER TO TAKE  
TESTIMONY UNDER 35TH RULE

No. 11427A ✓

Copy = <sup>5</sup> Copied

Filed 24. Feby, 1910

13

Remo admitted  
*(J. Stewart Davis)*

25

Copy of the within Petition and Order of Court  
served on J. Stewart Davis, Solicitor, on the 25<sup>th</sup> day  
of February, 1910, in presence of Harry J. Brooks,  
Thomas J. M. Bully  
Sheriff.

Fee \$0-50.

No 135

Gross Grant Real Estate  
Company, a body corporate

vs.

Nathaniel Hillis

IN THE

Circuit Court No. 2

OF

BALTIMORE CITY.

To the Honorable, the Judge of the

Circuit Court No. 2 of Baltimore City:

The Plaintiff in this case respectfully shows unto your Honor

That he desires to examine orally, in open Court and in the presence of your Honor, certain witnesses who can testify to the facts and matters relevant to the allegations in the Bill of Complaint filed in this case.

Your Petitioner therefore prays your Honor to pass an order, according to the Statutes for such cases made and provided.

And as in duty bound will ever pray.

*Arthur C. Breece*

Solicitor for Plaintiff

Upon the foregoing Petition and Application it is this

*24th* day of *February*

A. D. 19*20*, Ordered that the Petitioner have leave to take testimony as prayed and that the testimony to be offered be taken as required by the 35th Rule of this Court. And it is further Ordered that a copy of this Petition and Order be served on the *Defendant*

or his Solicitor, on or before the *1st* day of *March*, 19*20*.

*Walter F. Dawkins*

In the <sup>22</sup>  
Circuit Court Number 2  
of Baltimore City

Gross-Grant Real Estate  
Company, a Body Cor-  
porate, Plaintiff

Versus

Nathaniel Willis  
Defendant

DECREE  
17th April, 1920.

No. 11424

of  
Jcd. 17th April, 1920.

ARTHUR E. BRISCOE  
ATTORNEY AT LAW

~~21 EAST SARATOGA STREET~~

BALTIMORE, MD.

215-17 Courtland St.

Gross-Grant Real Estate Company	:	In the
A Body Corporate, Plaintiff	:	
	:	
	:	
Versus	:	Circuit Court Number 2
	:	
	:	
Nathaniel Willis	:	of Baltimore City
Defendant	:	
	:	

DECREE

The case standing ready for hearing and being submitted, the counsel for the parties were heard and the proceedings read and considered.

It is thereupon, this <sup>19th</sup>.....day of April, in the year nineteen hundred and twenty, by the Circuit Court Number 2 of Baltimore City, adjudged, ordered and decreed that upon the payment by the plaintiff of the balance of purchase money due for purchase of property mentioned in these proceedings, proper adjustment being made for taxes, ground rent, water rent and other encumbrances against said property, the said defendant, Nathaniel Willis, shall execute and deliver unto the said plaintiff, Gross-Grant Real Estate Company, a body corporate, a deed conveying all his right, title, interest and estate in and to the leasehold property mentioned in these proceedings, of which he is now seized and possessed and particularly known and distinguished as #830 Rutland Avenue, Baltimore City, State of Maryland, and subject to the annual ground rent of fifty dollars.

It is further ordered and decreed that the costs in these proceedings be paid equally by the plaintiff and defendant.

*Walter J. Dawkins*  
 \_\_\_\_\_  
 Judge

A 22 / 1920

GROSS-GRANT REAL ESTATE COM-

PANY,

VS

NATHANIEL WILLIS.

IN THE

CIRCUIT COURT NO. 2

OF BALTIMORE CITY.

DOCKET A-22 - 1920.

# Stenographer's Record

No. 11427a

8

WALTER J. KING  
OFFICIAL COURT REPORTER  
BALTIMORE

Ed. H. H. April, 1920

WALTER J. KING  
OFFICIAL COURT REPORTER  
BALTIMORE

INDEX OF WITNESSES.

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WITNESS	DQ	XQ	RDQ	RXQ
J. R. Gross,	2	10		
S. E. Robinson,	13	15		
Nathaniel Willis,	17	21	25	25
H. N. Matthews,	28	29		
J. R. Gross,	32	33		
N. Willis,	36	37		

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WALTER J. KING  
OFFICIAL COURT REPORTER  
BALTIMORE

* * * * *	* * * * *		IN THE
			*
GROSS-GRANT REAL ESTATE	*	CIRCUIT COURT NO. 2	
COMPANY,	*		
	*	OF BALTIMORE CITY	
	*		
VS	*	DOCKET A-22 - 1920.	
	*		
NATHANIEL WILLIS.	*		
	*		
* * * * *	* * * * *		

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APPEARANCES:

Arthur E. Briscoe, Esq.,  
Solicitor for Plaintiff.

J. Stewart Davis, Esq.,  
Solicitor for Defendant.

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April 14th, 1920.

MR. JOHN R. GROSS, a witness of lawful age,  
produced on behalf of the plaintiff, having been first  
duly sworn according to law, was examined and testi-  
fied as follows:

DIRECT EXAMINATION.

BY MR. BRISCOE:

Q Please state your name?

WALTER J. KING  
OFFICIAL COURT REPORTER  
BALTIMORE

A John R. Gross.

Q You are connected with the Gross-Grant Real Estate Company?

A I am.

Q In what capacity?

A President.

Q Tell his Honor, the conversation you had with Mr. Willis leading up to the execution of this contract?

A On or about January 17th, Mr. Willis came to my office.

Q It was not January. January was the time you were to make the final settlement?

A I mean December, 1917. Mr. Willis came to our office and offered No. 830 Rutland avenue for sale. He offered that property for \$1350.00. I said, Mr. Willis, you are charging a great deal for that property. He said, no I am not charging too much for the property.

THE COURT: You bought from him?

THE WITNESS: Only buying from him then, yes, sir, and without any further conversation so far as the price was concerned I commenced to write the contract

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OFFICIAL COURT REPORTER  
BALTIMORE

of sale. We never asked him to reduce the house one penny. In the construction of the contract we put there that the ground rent and taxes etc were all to be adjusted.

Q You did have some conversation about this stove?

(Question objected to as leading)

(Objection sustained.)

A Mr. Willis said as I was getting the paper he said, I have a stove in the property and the stove is not paid for. I said that is all right. I meant, of course, all the encumbrances on the property were to be adjusted at the proper time. The contract was prepared and signed and we had conversations along other lines.

THE COURT: What did he say about the stove?

THE WITNESS: He said the stove in the house is not paid for. I said, that was all right.

THE COURT: All right what?

THE WITNESS: Not being paid for, and I meant by that that the balance on the stove would be deducted——

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BALTIMORE

MR. DAVIS: What he meant was never conveyed to Mr. Willis.

THE COURT: You said he said there was a stove that hadnot been paid for?

THE WITNESS: Yes.

THE COURT: What did you say further about it?

THE WITNESS: I said that was all right and we continued to write the contract.

THE COURT: What was all right?

THE WITNESS: The stove not being paid for is what I meant, but the lawyer objected to my saying that.

THE COURT: Is that all you said, "All right"

THE WITNESS: That is all, about the stove.

Q Did you and Mr. Willis have any understanding at all about the stove—

(Question objected to as leading)

(Objection sustained.)

THE COURT: Are you prepared now to say what you and Mr. Willis said about the stove—what did either of you say about it?

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OFFICIAL COURT REPORTER  
BALTIMORE

THE WITNESS: I just did not understand you, Judge.

THE COURT: You said the stove was not paid for and you said that was all right. Now, was there anything else said by either of you?

THE WITNESS: Nothing else said regarding the stove after signing the contract.

Q Have you seen the stove?

A No, I have not seen the stove.

Q Mr. Willis purchased that property from you people?

A Yes.

Q Was the stove there when he purchased the property?

(Question objected to.)

(Objection sustained.)

Q At the time, you and Mr. Willis were dickering about the price Mr. Willis offered the price to you for \$1350.00, is that true?

A Yes.

Q And you told him that was rather high price for the property?

WALTER J. KING  
OFFICIAL COURT REPORTER  
BALTIMORE

A Yes.

Q What then, did Mr. Willis say that made you finally agree to pay him \$1350.00 for it?

(Question objected to.)

THE COURT: We will take it subject to exception.

A Mr. Willis said he had put in a new stove I remember now—he said I have put in a new stove, and then we continued on. I remember that now.

Q Then, at the time, Mr. Willis did say that he put in a new stove—

(Question objected to.)

THE COURT: Don't repeat it. Objection overruled.

Q This what I am trying to get from you and I wish you would listen and give the answer. You testified when Mr. Willis offered that property for \$1350.00 you told him that was rather a high price to pay for it?

A Yes.

Q And then, you all went into discussing what improvements had been made on the property?

WALTER J. KING  
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BALTIMORE

A Yes.

Q And that finally was the real reason you agreed to pay \$1350.00 for the property?

(Question objected to as leading)

(Objection sustained.)

Q Can you think of any conversation you had with Mr. Willis that you haven't already testified to before you finally agreed?

A No. The only conversation I remember, Mr. Willis said he had put in a new stove in the process of the conversation that I have already referred to with reference as to the high price of the house, as I term it.

THE COURT: And that was before the contract was signed?

THE WITNESS: And then, after that the contract was signed.

THE COURT: I say, that was before the contract was signed?

THE WITNESS: Yes.

Q Is this your signature here? (indicating)

A Yes.

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BALTIMORE

Q There is a clause in this contract, Mr. Gross, that provides that the taxes, ground rent and other charges shall be allowed for or adjusted. Tell his Honor whether you explained that to Mr. Willis and your understanding as to that clause of the contract?

(Question objected to as we do not want Mr. Gross' understanding of the contract)

NOTE: The contract just above referred to is now filed in evidence by the plaintiff and marked "Plaintiff's Exhibit No.1"

THE COURT: The contract speaks for itself.

Q Is there any other agreement with respect to that property or with respect to the stove entered into between you and Mr. Willis?

A None whatever.

Q What was the result of your conversation as to whether the stove should pass with the property or not?

A When?

(Question objected to as leading)

THE COURT: I will admit it subject to ex-



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ception.

Q At the time the contract was signed?

A We did not have any conversation about that point especially.

CROSS EXAMINATION.

BY MR. DAVIS:

Q You have been in the real estate business for how long?

A About eleven years.

Q And \$1350.00 you say you thought was a rather high price to pay for the property?

A Yes, I did.

Q Real estate has been on the increase for the last—

(Objected to.)

THE COURT: The Court will take judicial notice of the fact, but I do not think it has anything to do with this case.

Q Mr. Gross, you sold this house to Mr. Willis in October, 1918?

(Question objected to.)

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OFFICIAL COURT REPORTER  
BALTIMORE

(Objection sustained.)

Q And the only conversation you say you had with Mr. Willis is that he said the stove was not paid for and you said all right?

A Yes.

Q Mr. Willis was not represented by any attorney at the time?

A I did not see any.

Q You know there was none there?

A I did not see any.

Q Your first knowledge of any attorney was when I called you up?

A Yes.

Q Mr. Willis told you the firm from whom he bought the stove?

A No, he did not tell me that.

Q He told you it was not his and was not paid for?

A Yes.

Q You have never seen the stove?

A No.

Q You do not know whether it is a part of the

WALTER J. KING  
OFFICIAL COURT REPORTER  
BALTIMORE

realty or not?

A No, I do not know that.

(Examination concluded.)

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BALTIMORE

MR. SAMUEL E. ROBINSON, 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. BRISCOE:

Q Please state your name?

A Samuel E. Robinson.

Q You are one of the officers of the Gross-Grant Real Estate Company, are you not?

A Yes.

Q How long have you been in business?

A Eleven years.

Q Can you give us an idea about the amount of property you have handled during those eleven years?

A I guess five hundred pieces in that time.

Q You bear the best reputation as to honesty and fair dealing?

(Question objected to.)

(Objection sustained.)

WALTER J. KING  
OFFICIAL COURT REPORTER  
BALTIMORE

Q Your name is attached to that agreement as an attesting witness. You were there at the time the agreement was executed?

A I came in late.

Q But you did witness the signature?

A Yes.

Q For the execution you were not there?

A No.

Q Now, at the time you were asked to witness the signature there was some conversation between you, Mr. Gross and Mr. Willis—

(Question objected to as leading)

(Objection sustained.)

Q Will you tell us the conversation that you had?

A I was called up that morning to come around and sign a check as they were purchasing this property. When I got to the office I looked at the contract and said you are paying a good price for this house and Mr. Gross spoke up—

MR. DAVIS: I object to anything Mr. Gross said.

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OFFICIAL COURT REPORTER  
BALTIMORE

THE COURT: Were both of the parties there?

THE WITNESS: Yes.

THE COURT: Objection overruled.

Q Answer the question?

A I said you are paying a good price and he said no. Mr. Willis suggested in putting in a new stove. I said, that is all right and I witnessed the contract and made out a check for the same.

Q You were there at the expiration of the thirty days when the money was tendered him?

A I was not present at that time.

CROSS EXAMINATION.

BY MR. DAVIS:

Q You did not hear Mr. Willis say anything about the stove when you said you are paying a good price?

A I heard Mr. Willis say so and he corroborated his statement. He said yes, I have just put in a new stove.

Q Why didn't you say that?

A Lots of things you cannot remember.

WALTER J. KING  
OFFICIAL COURT REPORTER  
BALTIMORE

Q You say Mr. Willis corroborated him?

A Yes.

Q As to the ownership of the stove you knew nothing?

A No.

Q You were not present at any preliminary conversation between Mr. Gross and Mr. Willis, were you?

A No.

(Examination concluded.)

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NOTE: The plaintiff here rests.

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WALTER J. KING  
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BALTIMORE

DEFENDANT'S CASE.

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

DIRECT EXAMINATION.

BY MR. DAVIS:

Q Please state your name?

A Nathaniel Willis.

Q Where do you live?

A 1429 Jefferson street.

Q How old are you?

A My next birthday I will be fifty five years old.

Q Did you purchase a house from the Gross-Grant Real Estate Company, at any time in 1918?

A Yes.

Q Where was it?

A 830 Rutland avenue.



WALTER J. KING  
OFFICIAL COURT REPORTER  
BALTIMORE

Q That is the house in question?

A Yes.

Q What did you pay for it?

(Question objected to.)

THE COURT: I have rather changed my views about that. If they said it was a big price for the house and property had apparently increased in value I think we should consider the circumstances in view of the turn the testimony has taken. I will overrule the objection.

Q Is this your signature? (indicating)

A Yes.

Q And this is the signature of Mr. Gross? (indicating)

A Yes.

Q That is the contract as a result of which you purchased this house in October, 1918?

A Yes.

Q And the \$1400.00 stated in here was the price paid at that time?

A Yes.

WALTER J. KING  
OFFICIAL COURT REPORTER  
BALTIMORE

Q That was in October 1918?

A Yes.

Q This is a copy of contract you got from Mr. Gross in December, 1918 is that so?

A Yes.

Q What price were you selling that piece of property at that time at?

A Thirteen hundred and fifty dollars.

Q Now, state to the Court in your own way what conversation you had with Mr. Gross as to the stove?

A If you will allow me to ask you this question: as to the stove or the property?

Q As to the stove?

A All the talk we had about the stove, I said, Mr. Gross, you remember there is a stove in there just put in there, it cost me \$97.50 and it is not paid for. Now, if you can make arrangements with the company which I bought it from there is no back to it. He said, they would put a water back to it at any time I want it and not another word has been said about the stove and I cannot say any more.

Q Was that stove yours?

WALTER J. KING  
OFFICIAL COURT REPORTER  
BALTIMORE

A No, sir.

Q Whose stove was it?

A It belonged to the American Company.

Q Did you get a contract from the American Home Furnishing Company as to that stove—is that the contract?

(Contract handed witness.)

A Yes.

THE COURT: Did you tell Gross about this?

THE WITNESS: No, sir.

Q What did you tell him?

A I told him the stove did not belong to me because I did not finish paying for it.

Q Is that stove attached or is it not?

A It is not attached because it has not water back in.

Q Has it ever been attached?

A Never has been attached.

Q What kind of a stove is it?

A It is a kitchen range.

Q Has it been used?

A Yes, sir.

WALTER J. KING  
OFFICIAL COURT REPORTER  
BALTIMORE

CROSS EXAMINATION.

BY MR. BRISCOE:

Q Now, you testified that on October 8th, 1918 you bought this property for \$1400.00, did you not?

A You see the contract.

Q On December 17th, 1919 at the time you re-sold it to these people you asked them to give you \$1350.00 for it?

A I told them that is what I asked for the property.

Q That was a fair price at that time so far as you knew?

A No, sir.

Q You say it was not?

A No, sir.

Q Why did you offer it to them for that?

A When I bought this property from Mr. Gross shortly after which I bought this property from Mr. Gross, Mr. Gross writes me a letter stating when I bought it I gave him the refusal of buying it back.

WALTER J. KING  
OFFICIAL COURT REPORTER  
BALTIMORE

Q I want to ask you about this stove. You say you purchased the stove from the Home Furnishing Company?

A Yes.

Q And you promised to pay \$97.50?

A Yes.

Q When you bought it wasn't there a stove in there?

A No, sir.

Q Are you sure of that?

(Question objected to.)

(Objection overruled.)

A Yes.

Q When you purchased that—I want you to think well—I want you to tell his Honor, whether or not, there was a stove in that kitchen at the time you purchased that property?

A No, sir. No, sir.

Q Now, you say you told Mr. Gross that there was \$87.50 due on that stove?

A I did not tell him.

WALTER J. KING  
OFFICIAL COURT REPORTER  
BALTIMORE

Q You just testified you did?

A No, I did not.

Q What did you say?

A I told him that I bought that stove at \$97.50 and there has not been anything added what I had paid—he did ask me what I paid and I told him I did not know, he asked me several times and I said I do not know and I do not know what I paid, but I suppose it could be ascertained what I paid on it.

Q The Home Furnishing Company promised when that stove was paid for they would hook it up?

A They would hook it up at any time. I stated that.

Q Did you intend when you sold the property to remove the stove?

A If I did not get paid for it.

(Question objected to.)

THE COURT: His intentions should not control. I will overrule the objection.

Q Well, you did not get paid for it. Why didn't you take it out?

A We haven't sold the house either yet. The

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house has not been paid for yet.

THE COURT: The stove is still there?

THE WITNESS: I had a right to leave it stay there if I wanted to. The parties had a right to take it out if I did not pay for it.

THE COURT: Have you any furniture there?

THE WITNESS: I do not live there.

Q You can read, Mr. Willis?

A A little bit.

Q You can read enough to read your contract that you signed?

A Yes, sir.

Q Do you remember reading a clause in your contract—

Mr. DAVIS: We have admitted the contract in the answer.

Q I want to ask him—there is a clause that provides that taxes, ground-rents and other charges shall be allowed for or charged for between the parties?

A No, sir, I do not know nothing about that.

Q You do not know whether it was in the agreement or not?

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A It was not in it there.

Q You are sure of that?

A Yes.

REDIRECT EXAMINATION.

BY MR. DAVIS:

Q When you signed this contract with Mr. Gross were you represented by an Attorney?

A No, sir.

Q You were there alone, is that the idea?

A Yes, sir.

THE COURT: Do you mean you did not understand the question asked you about the ground rent and taxes?

THE WITNESS: It was not put in there.

THE COURT: Did you read that over?

THE WITNESS: It was not put in there. There was nothing put in there.

RECROSS EXAMINATION.

BY MR. BRISCOE:

Q You understood all the taxes paid on that property was to be taken from the purchase price of the



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property?

A All the taxes I paid bi-weekly to the building and loan association. All the papers come to them, I suppose every week.

THE COURT: Did you ever buy a house before?

THE WITNESS: No, sir.

THE COURT: I would like to ask this. This contract says, one stove \$92.50, and then it seems to have \$10.00 added to it, making \$102.50, less old stove \$5.00 leaving \$97.50. What old stove is that?

THE WITNESS: I do not know anything about the old stove now, but I will tell you about the old stove. The parties that went in there had an old stove. That old stove gave out.

THE COURT: Did you put this stove in in the place of the old stove?

THE WITNESS: Yes.

THE COURT: Didn't you a few minutes ago say there was not any old stove there?

THE WITNESS: No, sir.

THE COURT: Yes, you did?

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THE WITNESS: I said there was no stove there when I bought that house.

THE COURT: You mean you had an old stove?

THE WITNESS: Those people had an old stove there.

THE COURT: You got credit for that?

THE WITNESS: Yes.

THE COURT: You must have paid for it?

THE WITNESS: Paid for what?

THE COURT: The old stove?

THE WITNESS: They gave me the privilege of taking it. They said it was no account.

(Examination concluded.)

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MR. HERMAN NATHAN MATTHEWS, a witness of lawful age, produced on behalf of the defendant, having been first duly sworn according to law, was examined and testified as follows:

DIRECT EXAMINATION.

BY MR. DAVIS:

Q Please state your name?

A Mr. Herman Nathan Matthews.

Q Your business is what?

A Manager, American Home Furnishing Company.

Q Do you know Nathaniel Willis?

A I know him from seeing him here.

Q Do you know whether or not a contract was entered into between him and your company in reference to a stove?

A Yes.

Q Will you state to whom that stove belongs at the present time?

A It was sold to him under a lease, contract for \$92.50, \$1.00 a week, \$10.00 charge for water back

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and he was given an allowance for \$5.00 for his old stove.

Q Who has the title to that?

A The American Home Furnishing Company.

Q When, if ever, will Nathan Willis get title to that?

A When he finishes paying his \$97.50.

Q Has he finished paying that \$97.50—has that stove been attached, to your knowledge?

A No, sir.

Q So far as you know it is still personal property and not a part of the realty?

(Question objected to.)

(Objection sustained.)

CROSS EXAMINATION.

BY MR. BRISCOE:

Q There was an old stove taken as part payment on that new stove?

A Yes.

Q Now, it is a matter of immateriality to you who pays you, whether Willis or some future owner of

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the property pays you, just so you get the balance due on that stove?

(Question objected to.)

THE COURT: You donot care who pays you?

THE WITNESS: No.

Q Eventually that stove is to be attached to the house?

(Question objected to.)

(Objection sustained)

THE COURT: It can be used without being attached.

THE WITNESS: The water backs cannot.

THE COURT: The other portion can be?

THE WITNESS: Oh, yes.

THE COURT: How much has been paid on it?

THE WITNESS: Eighteen dollars in cash.

THE COURT: When did he make the last payment?

THE WITNESS: It is on the back of that paper.

THE COURT: Has he ever applied to you to have it attached?

THE WITNESS: No, sir.

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THE COURT: Could it be attached?

THE WITNESS: Yes. He would have to get a  
plumber to attach it.

(Examination concluded.)

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NOTE: Defendant's case closed.

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PLAINTIFF'S CASE IN REBUTTAL.

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MR. JOHN R. GROSS, a witness heretofore produced, sworn and examined in chief, is now recalled on behalf of the plaintiff in rebuttal and testifies further as follows:

DIRECT EXAMINATION.

BY MR. BRISCOE:

Q It has been testified by Mr. Willis when he purchased that property in 1918 that there was no stove there. Tell his Honor, whether or not, there was a stove there then?

A There was a stove there then and the lady who Mr. Willis claimed to be stopping with moved in the property and she moved that stove under Mr. Willis' direction—

MR. DAVIS: Are you speaking of your own knowledge or something that was told you?

THE COURT: The question was, did you know there was a stove there in 1918?

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THE WITNESS: Yes.

Q Did you know whether or not, that stove was attached to the realty, whether there was a water back in it?

A No, there was not any water back in it.

Q But it went with the house?

A Yes.

CROSS EXAMINATION.

BY MR. DAVIS:

Q When the contract was signed in 1918 until the time of the signing of the contract there was no stove in there?

A Yes, positively.

Q Didn't you and Mr. Gross have an argument as to your not keeping your promise to put a stove in there?

A That argument was based upon not putting in a hot water back stove. The stove without the hot water back passed with the property.

Q Who put the stove in there?

A I do not know.



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Q When did you last see it in there?

A I haven't seen it in there for a long while.

Q When was the last time you saw the stove in the house?

A I do not know the last time I was there.

Q You do not know whether the stove was there?

A I know the stove was there when you sold the property.

THE COURT: It was there when?

THE WITNESS: In 1918 when that property was sold.

Q Were the tenants in the house at the time?

A The tenant moved in soon after the property was sold.

Q But at the time the property was sold it was untenanted?

A It was tenanted.

Q And was the tenant using the stove?

A You mean the stove without the hot water back?

Q Yes?

A Yes.

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Q The tenant was using that stove?

A Yes.

Q Is that same tenant in the house now?

A I do not know.

Q The last time you saw it was before Mr.  
Willis signed the contract or after?

A What contract?

Q The first contract?

A I seen the stove before he signed the contract  
and after.

(Examination concluded.)

NOTE: The Plaintiff here rests.

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DEFENDANT'S CASE IN REBUTTAL.

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MR. NATHANIEL WILLIS, a witness heretofore produced sworn and examined in chief, is now produced on behalf of the defendant in rebuttal and testifies further as follows:

DIRECT EXAMINATION.

BY MR. DAVIS:

Q You heard the testimony of Mr. Gross?

A Yes.

Q Tell his Honor, in your own way——

A When I bought that house there was no more stove in that house than there is in here. When I bought this stove, <sup>from</sup> Mr. Gross I said Mr. Gross this house is not exactly as I want it, what I want about this house is hot and cold water and he asked me \$1400.00 for the house and I said I will give you \$1400.00 for it providing you put a stove in there. Now, he says the old stove in there now with the hot water back. When I seen that old piece of broken up stove I went to the

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corner and said if this is your arrangement of putting such a fine in there I don't want anything to do with it.

Q There was no stove in the house when you bought it?

A No.

Q But in keeping with the promise Mr. Gross made he sent some stove?

A Yes.

Q And which stove you refused?

A Yes.

THE COURT: So you had no stove at all?

THE WITNESS: No, sir. He said the tenants was in that house. Mr. Gross put them tenants in that house after I bought it and he collected the rent until after the transfer of the house to the building association.

CROSS EXAMINATION.

BY MR. BRISCOE:

Q Who put the stove in that you gave in part purchase of this new stove?

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A The folks put in themselves, the tenants.

Q Sure of that?

A Sure of it.

Q Are they the same tenants in the property  
now?

A Yes.

Q And you say that they put the stove in there?

A Yes.

Q And then, allowed you to sell it to the  
American Home people for part purchase of the money for  
this new stove?

A Yes. I did that because it was no good and  
I had to put something in there.

(Examination concluded.)

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NOTE: Testimony on both sides closed.

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