

3/27/24

IN THE CIRCUIT COURT OF  
BALTIMORE CITY.

8  
1924

ERRIA LEE

VS.

JOHN E. BEVANS and  
703 Greenmount Ave  
H. HILL EDELEN  
1209 E. Mount St.

BILL OF COMPLAINT and  
ORDER OF COURT

Mr. Clerk:-

Please file.

*Geo W. Davis*  
George W. Davis  
ATTORNEY FOR COMPLAINANT

212610  
217

J. STEWARD DAVIS  
ATTORNEY AT LAW  
215 SAINT PAUL PLACE  
BALTIMORE, MD.

*J. Steward Davis*  
17 January 1924

ERRIA LEE

:

IN THE CIRCUIT COURT

VS.

JOHN E.BEVANS and

:

OF

H.HILL EDELEN

:

BALTIMORE CITY.

---

Your Oratrix complaining respectfully states:

1. That on or about the 7th day of August, 1923, at the instigation of John E.Bevans, your Oratrix executed a contract of sale to purchase from one Fred Rosen, this City, the property known as No.1908 Aisquith St.,City, at the price of \$1590.00; said property being subject to a ground rent of forty-five (\$45.00) dollars. Said contract was properly signed by your Oratrix and the aforementioned Fred Rosen, your Oratrix paying one hundred (\$100) dollars on account of said purchase price at time of signing aforementioned contract, which contract is filed herewith as a part hereof,marked "Exhibit A".
2. That the said John E.Bevans offered to represent your Oratrix in the matter of financing the aforementioned property and did so represent your Oratrix; and that the said John E.Bevans further told your Oratrix that it was not necessary for her to retain an attorney.
3. That your Oratrix had had no previous experience in the matter of purchasing real estate or in the matter of financing a real estate transaction, and that your Oratrix relied entirely upon the advice of the aforementioned John E.Bevans in the premises.
4. That on or about the 18 day of *Sept*, 1923, the property was duly transfered to your Oratrix by deed from Fred Rosen to Erria E.Lee, that at the time of signing said deed, upon the advice of the aforementioned John E.Bevans, your Oratrix executed two mortgages, the first to the Ensor Building and Loan Association

to the amount of \$1690.00, said mortgage having been recorded among the Land Records of Baltimore City, Sept. 21, 1923 in Liber S.C.L. No. 4077, folio 408, a certified copy of which is filed herewith as a part hereof and marked " Exhibit B"; the second mortgage was executed by your Oratrix upon the advice of the aforesaid James Bevens to James Bevens and one H.Hill Edelen to the amount of \$842.96, the said James Bevens having told your Oratrix that it was necessary for her to sign two papers , the purport of which your Oratrix did not know, in order to effectuate the transfer of the property; that at the time of signing your Oratrix did not know that she was obligating herself to an amount in excess of the balance due on the purchase price as evidenced by the contract of sale; nor did your Oratrix intend to obligate herself for any amount in excess of the amount due on balance of purchase price; and that infact, your Oratrix has paid one hundred dollars cash on account of purchase price as evidenced by the contract of sale; and has executed two mortgages on the property to the amounts of \$1690.00 and \$842.96 respectively, all of which indicates that your Oratrix is obligated to eventually pay \$2632.96 for the property, the purchase price of which was \$1590.00.

6. That your Oratrix has never been provided with an adjustment sheet nor has your Oratrix ever been able to receive any explanation from any of the defendants as to the application of the amount of money for which she has obligated herself or paid in cash on account of the purchase price of said property.

7. That your Oratrix being unlearned in the law and relying entirely upon the advice and counsel of her agent , James E. Bevens, was induced through the fraud and misrepresentation of the defendant, James E. Bevens to sign the aforementioned mortgages, thus obligating your Oratrix to the extent aforementioned.

8. That under the said second mortgage to James E. Bevens and H. Hill Edelen, unless said mortgage is set aside and annulled your Oratrix will be compelled to pay to the said James E. Bevens and H. Hill Edelen \$842.96, for which \$842.96 your Oratrix has received nothing; and that as a result of the fraud and misrepresentation of the said James E. Bevens, the defendants, James E. Bevens and H. Hill Edelen will benefit to the amount of \$842.96 for which they have performed no services nor advanced no money nor anything else of value.

9. That the aforementioned mortgage to James E. Bevens and H. Hill Edelen is wholly without legal consideration, is fraudulent and void and should be set aside by a court of equity.

10. That the defendant, James E. Bevens, who represented your Oratrix, should account for the disposition of the \$100.00 paid on the purchase price and the \$1690.00 received from the Ensor Building & Loan Association.

11. That unless a court of equity intervenes and restrains the defendants, James E. Bevens and H. Hill Edelen from foreclosing under the aforementioned mortgage, to the aforementioned defendants, your Oratrix will be subjected to a great hardship and will be deprived of all her rights and interests of every sort to which she is entitled under the law.

WHEREFORE your Oratrix prays:

(a) That the mortgage to the said James E. Bevens and H. Hill Edelen, executed by Erria Lee on the 18th day of September, 1923 may be annulled and set aside by the decree of this court.

(b) That the defendant, James E. Bevens be decreed to pay over unto your Oratrix all monies by him from either the Ensor Building and Loan Association or from your Oratrix in excess of the purchase price of the said 1908 Aisquith St. and any other

proper charges as a result of the adjustment of taxes, rents, water rents and any proper and legal expense incident to preparation of mortgage.

(C) That a restraining order be issued against the defendants James E. Bevans and H. Hill Edelen, restraining them from instituting foreclosure proceedings against 1908 Misquith St. under the foreclosure clause of the aforementioned mortgage executed by your Oratrix to the defendants James E. Bevans and H. Hill Edelen on the 18th day of September, 1923.

(d) That she may have such other and further relief as the case may require.

May it please your Honor to grant unto your Oratrix a Writ of Subpoena directed to the said ~~James E. Bevans~~ and H. Hill Edelen, commanding and requiring them to be and appear in this Court at some day certain to be named therein and perform such decree as may be passed therein.

AND as in duty bound, etc.

Erria D. Lee

George W. Jones  
SOLICITOR FOR COMPLAINANT

STATE OF MARYLAND, BALTIMORE CITY, to wit:-

I HEREBY CERTIFY, that on this 29<sup>th</sup> day of December, in the year one thousand nine hundred and twenty three, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Erria Lee and made oath in due form of law that the matters and facts in the foregoing complaint are true to the best of her knowledge and belief.

WITNESS. my hand and Notarial Seal.

Allen C. Fisher  
NOTARY PUBLIC.

**CONTRACT OF SALE**

*Plaintiffs* BETWEEN *1/8*  
*Exhibit "A"* 1934

AND

*a 12610*  
*(2)*

*Jan. 7<sup>th</sup> January 1934*

This Agreement, made this

7th day of August

in the year nineteen hundred and

, between

of the first part, and *Eva Lee*

of the second part:

Witnesseth, that the said party of the first part doeth hereby bargain and sell unto the said party of the second part, and the latter doeth hereby purchase from the former the following described property, situate and lying in

*Baltimore City, Md  
and known as 1908 Annapolis St and  
subject to annual ground rent of \$152*

At and for the price of ~~\$1500~~ *\$1580* Fifteen hundred and Eighty *Five*

Dollars, of which \$ *100* have been paid prior to the signing hereof,

and the balance is to be paid as follows: *on or before Sept 13*

And upon payment as above of the unpaid purchase money, 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, *Water rent ground rent*  
to be allowed for or adjusted between the parties to *day of settlement*  
*and must be free from all liens*

Witness our hands and seals

TEST:—

*X Fred Rosen* (SEAL)  
*X Eva Lee* (SEAL)  
\_\_\_\_ (SEAL)  
\_\_\_\_ (SEAL)

SUPERIOR COURT

of BALTIMORE CITY

Land Record Department

ROOM 310

STEPHEN C. LITTLE

Plaintiff *Elbert*<sup>Clerk</sup>  
"B"

COPY

Mtge

FROM

Erris Emma Lee

*212610*

TO *(23)*

Ensor Bldg. & Loan Asso.

Liber S.C.L. No. 4077 Fol. 408 &c.

Amount \$4.25 Exd. *M & O. M*

Paid

*Pl. 7<sup>th</sup> January 1924*



Erria Emma Lee ) THIS MORTGAGE made this eighteenth day of Sep-  
Mtge to ) tember in the year one thousand nine hundred  
Ensor Bldg. & Loan Asso. ) and twenty three between Erria Emma Lee of the  
City of Baltimore in the State of Maryland mortgagor, and the Ensor Build-  
ing & Loan Association Inc. a body corporate duly incorporated mortgagee  
WHEREAS the said mortgagor being a member of the said body corporate has  
received therefrom an advance of One Thousand six hundred and ninety dol-  
lars on thirteen shares of stock the due execution of this mortgage hav-  
ing been a condition precedent to the granting of said advance. NOW THERE-  
FORE THIS MORTGAGE WITNESSETH that in consideration of the premises and  
of One dollar the said Erria Emma Lee does grant unto The Ensor Build-  
ing & Loan Association Inc. and its successors and assigns all that piece  
or parcel of ground situate and lying in the City of Baltimore and de-  
scribed; BEGINNING for the same on the west side of Aisquith Street at  
the distance of one hundred and fifty three feet northerly from the north  
west corner of North Avenue and Aisquith Street and running thence north-  
erly binding on the west side of Aisquith Street twelve feet thence west-  
erly parallel with North Avenue sixty feet to an alley ten feet wide  
thence south on the east side of said alley with the use thereof in com-  
mon twelve feet and thence easterly sixty feet to the place of beginning.  
The improvements on said lot being known as Number 1908 Aisquith Street.  
BEING the same lot of ground and premises described in a Deed of even  
date herewith and recorded among the Land Records of Baltimore City im-  
mediately prior hereto were assigned by Fred Rosen to the above named  
mortgagor subject to the payment of the annual rent of Forty five/ (<sup>dollars</sup> \$45.00)  
payable half yearly on the first days of January and July. TOGETHER with  
the improvements thereon and the rights and appurtenances thereto belong-  
ing or appertaining. TO HAVE AND TO HOLD the said lot of ground and prem-  
ises unto the said The Ensor Building & Loan Association Inc. its succes-  
sors and assigns during the residue of the term of years yet to come and  
unexpired therein with the right and benefit of renewal of said term for-  
ever subject to the payment of the yearly rent aforesaid. IF HOWEVER the  
said mortgagor shall make the payments and perform the covenants herein  
on her part contained then this mortgage shall be void. It is a condition  
of this mortgage that upon any assignment of the aforesaid mortgaged  
property the whole of the mortgage debt then owing shall become immedi-

ately due and payable and the failure to pay the same shall authorize foreclosure hereunder. AND the said mortgagor for herself her heirs executors administrators and assigns with the said The Ensor Building & Loan Association Inc. its successors and assigns to pay and perform as follows; that is to say; To pay the mortgagee its successors and assigns the full balance of the mortgage debt then found to be owing together with interest thereon as hereinafter set forth within one year from the date hereof and further to pay the said body corporate mortgagee its successors every Monday evening at its regular place of meeting the sum of Fifty cents on each of said Thirteen shares of stock as dues and the further sum of Fifteen cents on each of said shares as interest also to pay all ground rent and taxes for which the property hereby mortgaged may become liable when payable and to exhibit the receipts therefor to the said mortgagee on its demand also to pay all fines that may be imposed on her by the said mortgagee in accordance with its act of incorporation constitution and By-Laws and to keep the improvements on the said ground fully insured from loss by fire for the use of the mortgagee in some company acceptable to the said mortgagee to the extent of its lien thereon and to deliver the policy to the mortgagee. And it is agreed that until default is made the said mortgagor or her assigns may retain possession of the mortgaged property. AND the said mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage shall have continued for four weeks) under the provisions of Sections 720 to 732 inclusive of Chapter 123 of the Laws of Maryland passed at the January session in the year 1898 or any supplement thereto or this mortgage may be foreclosed under any law or laws of said State of Maryland intended to facilitate the regular or extra judicial proceedings on mortgages as fully and in the same manner as if special assent and powers were hereby given and granted. WITNESS the hand and seal of the said mortgagor.

Test; Jeannette S. Fleischer

Erria Emma Lee (Seal)

STATE OF MARYLAND CITY OF BALTIMORE SS: I hereby certify that on this eighteenth day of September in the year one thousand nine hundred and twenty three before me a Notary Public of the State of Maryland in and for the City aforesaid personally appeared Erria Emma Lee the mortgagor named in the foregoing mortgage and she acknowledged the foregoing mortgage to be her act. At the same time also appeared John E. Bevans

President of The Ensor Building & Loan Association Inc. and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth. AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Jeanette S. Fleischer, Notary Public

Recd for Record-recorded and Exd Sep. 21, 1923 at 12.51 O'Clk P.M.

Stephen C. Little Clk.

I hereby certify that the foregoing is a true copy taken from Liber S.C.L. No. 4077 folio 408 &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 1st day of December A.D. 1923

*Stephen C. Little*

Clerk of the Superior Court

of Baltimore City

*8*  
*1/19/34*  
SUPERIOR COURT

of BALTIMORE CITY

Land Record Department

ROOM 310

STEPHEN C. LITTLE

Plaintiffs *Exhibit*  
*11*

COPY

Mtge.

FROM

Erris Emma Lee

*212610*

TO *24)*

John E. Bevans & C.

Liber S.C.L. No. 4077 Fol. 410 & c.

Amount \$4.25 Exd. *K&O. 11*

Paid

*Jan. 1934*

Erria Emma Lee ) THIS MORTGAGE made this eighteenth day of September  
Mtge to ) in the year one thousand nine hundred and twenty  
John E. Bevans &c. ) three by and between Erria Emma Lee of the City of  
Baltimore in the State of Maryland of the first part and John E. Bevans  
and H. Hill Edelen of the same place of the second part. WHEREAS the said  
mortgagor stands justly indebted unto the said mortgagee in the full sum  
of Eight hundred and forty two & 96/100 dollars being a part of the pur-  
chase price of the property hereinafter described which principle sum to-  
gether with interest thereon at the rate of six per centum per annum pay-  
able monthly from the date hereof the said mortgagor promises to pay with-  
in one year from the date hereof. AND WHEREAS the better to secure the  
payment of the aforesaid mortgage debt when the same becomes due these  
presents are executed. NOW THIS MORTGAGE WITNESSETH that in consideration  
of the premises and of the sum of One dollar the said Erria Emma Lee does  
grant and assign unto John E. Bevans and H. Hill Edelen their executors  
administrators and assigns all that lot or parcel of ground situate and  
lying in the City of Baltimore aforesaid and described as follows to wit;  
BEGINNING for the same on the west side of Aisquith Street at the distan-  
ce of one hundred and fifty three feet northerly from the northwest cor-  
ner of North Avenue and Aisquith Street and running thence northerly bind-  
ing on the west side of Aisquith Street twelve feet thence westerly paral-  
lel with North Avenue sixty feet to an alley ten feet wide thence south  
on the east side of said alley with the use thereof in common twelve feet  
and thence easterly sixty feet to the place of beginning. The improvements  
on said lot being known as Number 1908 Aisquith Street. BEING the same lot  
lot of ground and premises which by Deed of even date herewith and re-  
corded among the Land Records of Baltimore City immediately prior hereto  
were assigned by Fred Rosen to the above named mortgagor subject to the  
payment of the annual rent of Forty five dollars (\$45.00) payable half  
yearly on the first days of January and July. TOGETHER with the buildings  
and improvements thereupon and the rights alleys ways waters privileges  
appurtenances and advantages thereto belonging or in anywise appertaining.  
TO HAVE AND TO HOLD the said lot or parcel of ground with the improve-  
ments and appurtenances aforesaid unto the said John E. Bevans and H. Hill  
Edelen their executors administrators and assigns for all the residue of  
the term of years yet to come and unexpired therein with the benefit of

renewal thereof from time to time forever subject to the payment of the annual rent aforesaid. PROVIDED that if the said mortgagor her executors administrators or assigns shall well and truly pay or cause to be paid the aforesaid principal sum of Eight hundred and forty two & 96/100 dollars dollars and all the installments of interest thereon when and as each of them shall respectively be due and payable as aforesaid and shall perform each and all of the covenants herein on her part to be performed then this mortgage shall be void. AND the said mortgagor do hereby declares her assent to the passing of a decree by the Circuit Court of Baltimore City or the Circuit Court No. Two of Baltimore City for a sale of the property hereby mortgaged in accordance with Chapter 123 Sections 720 to 732 inclusive of the Laws of Maryland passed at the January Session in the year 1898 or any supplements or additions thereto. And in case of any default being made in the payment of the aforesaid mortgage debt principal or interest in whole or in part at the time or times limited and mentioned for the payment of the same as aforesaid or in case any default being made in any covenant or conditions of this mortgage then the whole mortgage debt hereby intended to be secured shall be deemed due and payable and sale of said mortgaged property may be made by the trustee or trustees named in such decree as may be passed as aforesaid for the sale of said property or upon any such default as aforesaid a sale may be made by the said parties of the second part their executors administrators or assigns or by R. Legare Webb their duly constituted Attorney or Agent under Article LXVI Sections 6 to 10 inclusive of the Maryland Code (1904) Public General Laws or under any other General or Local Laws of the State of Maryland relating to mortgages and upon any sale of said property under the powers hereby granted the proceeds shall be applied as follows; to wit; First to the payment of all expenses incident to said sale including a commission to the party making sale of said property equal to the commission usually allowed trustees for making sale of similar property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland and a reasonable attorney's fee to the attorney instituting or conducting the foreclosure proceedings. Second to the extinguishment of all claims of the parties of the second part their executors administrators or assigns hereunder whether the same shall have then matured or not and Third the balance if any to

the said party of the first part her executors administrators or assigns  
And it is agreed that until default be made in the premises the said party  
of the first part her executors administrators or assigns shall possess  
the aforesaid property upon paying in the meantime the ground rent afore  
said and all taxes assessments public dues and charges levied or asses-  
said  
sed or to be levied or assessed on the /hereby mortgaged property and on  
the mortgage debt and interest hereby secured which taxes ground rent  
mortgaged debt and interest public dues charges and assessments the said  
party of the first part covenants to pay when legally payable. AND the  
said party of the first part further covenant to insure and pending the  
existence of this mortgage to keep insured the improvements on the here-  
by mortgaged property to the amount of at least Eight hundred and thirty  
two 96/100 dollars and to cause the policy to be effected thereon to be  
so framed or endorsed as in case of fire to inure to the benefit of the  
said parties of the second part to the extent of any lien or claim there-  
under. Witness my hand and seal.

\_\_\_ Jeanette S. Fleischer

Erria Emma Lee (Seal)

STATE OF MARYLAND CITY OF BALTIMORE SS: I hereby certify that on this  
eighteenth day of September in the year one thousand nine hundred and  
twenty three before me the subscriber a Notary Public of the State of  
Maryland in and for the City aforesaid personally appeared Erria Emma  
Lee the mortgagor named in the foregoing mortgage and she acknowledged  
the foregoing mortgage to be her act. At the same time also appeared  
John S. Bevans and H. Hill Edelen and made oath in due form of law that  
the consideration set forth in said mortgage is true and bona fide as  
therein set forth. As Witness my hand and Notarial Seal.

(Notarial Seal)

Jeannette S. Fleischer, Notary Public

Recd for Record-recorded and Exd Sep. 21, 1923 at 12.52 O'Clk P.M.

Stephen C. Little Clk.

I hereby certify that the foregoing is a true copy taken from Liber  
S.C.L. No.4077 folio 410 &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 1st day of  
December A.D. 1923

*Stephen C. Little*

Clerk of the Superior Court  
of Baltimore City

84A  
1924 Docket No. 64  
Ct. Ct.

Erria Lee

vs.

John E. Devans, et al.

SUBPOENA TO ANSWER BILL OF COMPLAINT

No. 92610  
2 Pro  
2 B. of C.  
(5)

Filed 9<sup>th</sup> January 1924  
J. Stewart Davis

SOLICITOR S

4-3

Summoned, John E. Devans and J. H. Hill  
Edelen, and a copy of the Process, with  
a copy of the Bill of Complaint, served  
on each defendant, in presence of Adam  
S. Duck,  
(\$ 2.00 John E. Fotos,  
Sheriff.  
(1-7-24)  
(1-8-24)



EQUITY SUBPOENA

The State of Maryland

*SP 1/7/24/3*  
John E. Bevans (703 Greenmount Ave.)

*SP 1/8/24 (3)* *1202*  
H. Hill Edelen (1209 E. Monument 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 **January** next cause an appearance to be entered for you and your answer to be filed to the complaint of

**Erria Lee**

against you exhibited in the Circuit Court 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 **12<sup>th</sup>** day of **November** 192 **3**  
Issued the **7<sup>th</sup>** day of **January**, in the year 192 **4**

*Chas. R. Whiteford* Clerk

MEMORANDUM: You are required to file your answer or other defense in the Clerk's Office, room 206, in the Court House, Baltimore City, within fifteen days after return day.

(General Equity Rules 11.)

8  
1924 a

Ct. C.

Lee

vs.

Bevans,

**Order for Injunction.**

212610  
26)

Filed 7<sup>th</sup> January 1924

*Ervin Lee*

IN THE

**Circuit Court**

OF BALTIMORE CITY.

vs.

*John E. Bevan*  
*H. Hill Edelen*

*Nov.*

*Term, 1923*

On the foregoing Bill and Exhibit it is this *7* day of *Jan'y* 19*24* ordered that a writ of Injunction be issued, as is prayed in said Bill, upon the filing of a bond by the Complainant in the penalty of *\$300* ————— 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 Complainant 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.

*Henry Duffey*

*It is Further Ordered,* that the application for Receiver be set down for hearing on the day of \_\_\_\_\_ next; provided, a copy of this order, and of the Bill of Complaint, be served on the defendant on or before the \_\_\_\_\_ day of \_\_\_\_\_ next.

**I Hereby Certify,** That the above is a true copy of the order directing Injunction to issue, passed by the Circuit Court of Baltimore City, in the said cause; and that \_\_\_\_\_ the Complainant therein named, ha \_\_\_\_\_ filed \_\_\_\_\_ 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 of Baltimore City, this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord one thousand nine hundred and \_\_\_\_\_

.....**Clerk.**

P 32

Circuit Court.

191 24 No.

Docket.

Erria Lee

vs.

John E. Bevans, et al.

INJUNCTION.

2 Copy Injct  
2 Injct (Orders)

No. 19610  
(28)

Filed 7<sup>th</sup> January 1924  
4-3

Injunction and Copy served on John E. Bevans, at 5:30 o'clock P.M. January 7th, 1924, also Injunction and Copy served on J. Hill Edelson, at 12:45 o'clock P.M., January 8th, 1924 in the presence of Adam S. Duck,

John E. Potos,  
Sheriff.  
Fees - \$~~5.00~~

# The State of Maryland,

<sup>SP 1/4/24/3 5:30 P.M.</sup>  
 To John E. Bevans 703 Greenmount ave  
<sup>SP 1/8/24/3 12:40 P.M.</sup>  
 H. Hill Edelen 1202 E Monument St

Greeting:

**Whereas, Erria Lee**

has exhibited to us in our CIRCUIT COURT OF BALTIMORE CITY her Bill of Complaint for relief in Equity, and for AN INJUNCTION to restrain you the said **John E. Bevans and H. Hill Edelen, your servants, agents, attorneys and employees** from instituting foreclosure proceedings against the property # 1908 Aisquith Street.

until the matter can be heard and determined in equity.

*Now, Therefore,* these are to COMMAND and strictly to ENJOIN and PROHIBIT you, the said **John E. Bevans and H. Hill Edelen, your servants, agents, attorneys and employees** from doing the things above recited.

until the further order of our said Court in the premises.

**Witness** the Honorable ~~MORRIS W. SOPER~~ <sup>James P. Gorter</sup>, Chief Judge of the Supreme Bench of Baltimore City, the 12<sup>th</sup> day of November 1924

ISSUED the 7<sup>th</sup> day of January 1924

*Chas. R. Whiteford*  
 Clerk.

IN THE CIRCUIT COURT OF BALTIMORE  
CITY

64a-8

<sup>8</sup>  
a/1924

ERRIA LEE

vs.

JOHN E. BEVANS, and  
H. HILL EDELEN

A N S W E R

Mr. Clerk:

a/2610  
19)  
Please file.

*R. Legare Webb*  
Attorney for Defendants

*At. 29 January 1924*

ERRIA LEE : IN THE CIRCUIT COURT  
vs. : OF  
JOHN E. BEVANS, and : BALTIMORE CITY  
H. HILL EDELEN :  
:

The joint answer of the Defendants in the above entitled cause to the Bill of Complaint heretofore filed in said cause against them.

FIRST: Answering the allegations of paragraph one of said Bill, these Defendants deny any knowledge of the contract mentioned in said paragraph and filed as an exhibit in said cause.

SECOND: Answering paragraphs two and three of said Bill, these Defendants say that they were broached on numerous occasions by the Plaintiff with repeated requests to finance the property for her in order that she might obtain title to same.

THIRD: Answering paragraph four of said Bill these Defendants admit the execution of the deed from Fred Rosen to Errie Lee and the execution of the two mortgages as set forth in said paragraph, but they deny that the plaintiff was ignorant of the purport of these papers and told on the contrary that all the details of the matter and the amounts and terms of the mortgages were fully and completely explained to her and that she fully comprehended the signification of her acts in executing the said mortgages.

FOURTH: Further answering the allegations in said Bill, these Defendants state that they carefully and fully explained to the Plaintiff that the property, if financed by them would cost her Two Thousand Five Hundred Dollars (\$2500) plus the expenses incident to procuring said Mortgages; that

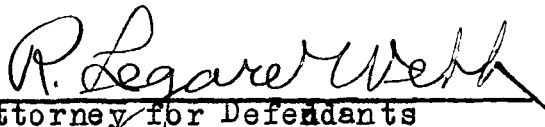
she then instructed them to proceed with the matter and finance the property, as she was thoroughly unable without some such assistance, to secure the sum at all. These Defendants admit that they planned a substantial paper profit in this transaction, but assert that if it had not been for such a profit, they would not have entered into the matter at all, and the Plaintiff would not have been able to finance the property, as without the aid and assistance of these Defendants, the Plaintiff could not have secured more than Eight Hundred Dollars (\$800.00) by way of a building association loan, which would have been far below the amount necessary to enable her to pay for and take title to the said property.

These Defendants further answering said Bill state that they engaged in this matter, as in any other ordinary commercial transaction for profit, that there was absolutely no misrepresentation or fraud practiced on the Plaintiff and assert that the present action of the Plaintiff, in filing this Bill is designed by her to secure the fruits of the aid and assistance given her by the Defendants in procuring the said Mortgages and financing the said property, without paying the costs of the same.

Your Defendants further assert that the action of the Plaintiff is probably inspired by the statement to her after the transaction had been completed, that she had paid too much to the Defendants for their services in the matter.

Having fully answered said Bill, these Defendants pray, that they may be hence dismissed with their reasonable costs.

AND, as in duty bound, etc.

  
Attorney for Defendants





Steward Davis  
Geo. W. Evans

Serve on 20 E Lexington St.

R. Legare Webb Feb 14/24  
R. L. Webb

26  
**CIRCUIT COURT**  
1924 *8 A* Docket No.

*Erie E See*

VS.

*John E Bevens  
H Hill Edelen*

**PETITION AND ORDER TO  
TAKE TESTIMONY UN-  
DER 30th RULE**

*a*  
No. *12610*  
*(10)*

Fd *11* February 19*24*  
*Rice*

*R Legare Webb*

*Copy of the within Petition and Order served on  
R Legare Webb. Solicitor on the 14th day of February 1924  
in the presence of Thomas Rice  
(Fees \$0.50)  
John E. Folie  
Sherriff*

*Erie E See*

VS.

*John E Bevan*  
*W Hill Edeben*

IN THE  
Circuit Court  
OF  
BALTIMORE CITY

To the Honorable the Judge of the  
Circuit Court 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 therefor prays your Honor to pass an order, according to the Statutes for such case made and provided.

And as in duty bound will ever pray.

*J Steward Davis*  
*George Evans*  
Solicitors for Plaintiff.

Upon the foregoing Petition and Application it is this 11<sup>th</sup> day of February  
A. D., 1924, Ordered that the petitioner have leave to take testimony as prayed and that the  
testimony to be offered be taken as required by the 30th Rule of this Court. And it is further Ordered  
that a copy of this petition and order be served on the Defendants or their  
Solicitor, on or before the 21<sup>st</sup> day of February 1924

*Charles F. Stern*

IN THE CIRCUIT COURT OF BALTIMORE CITY

8  
1924 Docket

Ct. Ct.

Lee

vs.

Bransel et al.

**SUMMONS FOR WITNESSES**

No. 12610  
211)

Filed 15<sup>th</sup> day of February 1924

# IN THE CIRCUIT COURT OF BALTIMORE CITY

January Term, 1924

The Sheriff will please summon the following witnesses,  
returnable Monday February 18, 1924 at 10 A. M.

TO THE CLERK OF THE CIRCUIT COURT, GREETING:

17

You are hereby commanded to summon Fred Rosen  
of 1609 Bentalow ST., Baltimore City to appear before  
the Circuit Court of Baltimore City 10AM 18<sup>th</sup> day of February 1924  
in the case of Eria E. Lee Vs. John E. Bevans and H. Hill Edelen.

Steward Davis

TO THE CLERK OF THE CIRCUIT COURT, GREETING:

3

You are hereby commanded to summons H. Hill Edelen  
of 1209 E Monument St. Baltimore  
City, to appear before the Circuit Court of Baltimore City 10AM.  
Feb 18<sup>th</sup> 1924 in the case of Eria Lee Vs.  
John E. Bevans and H. Hill Edelen and bring in adjustment sheets  
and papers in said transaction.

TO THE CLERK OF THE CIRCUIT COURT, GREETING:

3

You are hereby commanded to summons R. Segars Webb  
of 20 E. Sevington St., Baltimore City, to appear  
before the Circuit Court of Baltimore City 10AM. Feb 18<sup>th</sup> 1924,  
in the case of Eria Lee Vs. John E. Bevans and H. Hill Edelen  
and bring in adjustment sheets and papers in said transaction.

Steward Davis

TO THE CLERK OF THE CIRCUIT COURT, GREETING:

3

You are hereby commanded to summons John E. Bevans  
of 703 Greenmount ave. Baltimore City to appear  
before the Circuit Court of Baltimore City 10AM. Feb 18<sup>th</sup> 1924  
in the case of Eria Lee Vs. John E. Bevans and H. Hill Edelen and  
bring in adjustment sheets and papers in said transaction.

TO THE CLERK OF THE CIRCUIT COURT, GREETING:

You are hereby commanded to summons Barney Lipsitz  
of 1609 Bentalow St., Baltimore City to appear  
before the Circuit Court of Baltimore City 10AM. 18<sup>th</sup> day of  
February 1924 in the case of Eria Lee Vs. John E. Bevans  
and H. Hill Edelen.

Steward Davis  
George Evans  
ATTORNEYS FOR PLAINTIFF.

IN THE CIRCUIT COURT OF BALTIMORE CITY

January Term, 1924

The Sheriff will please summon the following witnesses,  
returnable Monday February 18, 1924 at 10 A. M.

TO THE CLERK OF THE CIRCUIT COURT, GREETING:

17

You are hereby commanded to summon Fred Rosen  
of 1609 Bentalow ST., Baltimore City to appear before  
the Circuit Court of Baltimore City 10AM 18<sup>th</sup> day February 1924  
in the case of Eria E. Lee Vs. John E. Bevans and H. Hill Edelen.

J. Steward Davis

TO THE CLERK OF THE CIRCUIT COURT, GREETING:

3

You are hereby commanded to summons H. Hill Edelen  
of 1209 E Monument St. Baltimore  
City, to appear before the Circuit Court of Baltimore City 10AM  
Feb 18<sup>th</sup> 1924 in the case of Eria Lee Vs.  
John E. Bevans and H. Hill Edelen and bring in adjustment sheets  
and papers in said transaction.

TO THE CLERK OF THE CIRCUIT COURT, GREETING:

3

You are hereby commanded to summons R. Segars Webb  
of 20 E. Sevington St., Baltimore City, to appear  
before the Circuit Court of Baltimore City AT 10AM Feb 18<sup>th</sup> 1924,  
in the case of Eria Lee Vs. John E. Bevans and H. Hill Edelen  
and bring in adjustment sheets and papers in said transaction.

Not J. Davis

TO THE CLERK OF THE CIRCUIT COURT, GREETING:

You are hereby commanded to summons John E. Bevans

to testify for

Plaintiff  
Lee

in the case of

vs.

Bevans,

Charles R. Whitford  
CLERK OF CIRCUIT COURT OF BALTIMORE CITY