

State of MARYLAND

City of BALTIMORE, Md. Sect.

HEREBY CERTIFY, That on this 20th day of March 1924

before me, the subscriber, Notary Public, by Letters Patent, under the great seal of the State of Maryland commissioned and duly qualified, residing in the City of Baltimore in the State aforesaid, personally appeared Arthur M. Segoins

and made oath in due form of law, on the Holy Evangely of Almighty God, (who being conscientiously scrupulous of taking an oath) did solemnly, sincerely and truly declare and affirm on the five books of Moses, (he being an Israelite), that there is justly due and owing by Trustees of Sharp Street MEMORIAL M.E. CHURCH

the Defendant in the within named case, to the Plaintiff on annexed statement of account and contract

(the cause of action in said cause), the sum of three hundred and seventy dollars and ninety-six cents, (with interest from December 10, 1921) over and above all discounts, to the best of his knowledge and belief.

(NOTE - If the Plaintiff be absent from the State, or if the Plaintiff be a corporation, the following additional oath is necessary.)

And he further swears that he is the Agent of the said Plaintiff and duly authorized to make this affidavit, and has personal knowledge of the matters therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Seal Notarial, the day and year aforesaid.

J. Francis Henry NOTARY PUBLIC

YOU have been summoned to appear in COURT the second Monday of April 1924 No. 291 1119 Personal attendance in Court on the day named, is not required; but unless within such number of days thereafter as the law limits, legal defense is made to this suit, a Judgment by default may be entered against you.

Served by Howard Young 1100 Druid Hill Ave

Baltimore City Court.

ARTHUR M. SEGOINS Plaintiff

1304 1175

TRUSTEES OF SHARP STREET MEMORIAL M.E. CHURCH Defendant

MR. LINDSAY, Clerk of Baltimore City Court

Issue in this case, and send copy of the declaration and notice with the writ to be served on the Defendant and make the writ returnable on the second Monday of APRIL, 1924

J. Steward Davis Attorney for Plaintiff

Filed day of 1924

FILED APR 10 1924

3/27/24

# IN THE BALTIMORE CITY COURT.

City of Baltimore, to wit:

Arthur M. Segoins

by J. Steward Davis and George W. Evans

his Attorney sue s the Trustees of Sharp Street Memorial M.E. Church, a religious corporation

For money payable by the Defendant to the Plaintiff

1. For goods bargained and sold by the Plaintiff to the Defendant
2. And for work done and materials provided by the Plaintiff for the Defendant , at <sup>their</sup> request.
3. And for money lent by the Plaintiff to the Defendant
4. And for money paid by the Plaintiff for the Defendant , at <sup>their</sup> request.
5. And for money received by the Defendant for the use of the Plaintiff
6. And for money found to be due from the Defendant to the Plaintiff , on accounts stated between them.

7. And for that the Defendant , on the \_\_\_\_\_ day of \_\_\_\_\_ 192  
 by h promissory note now overdue, promised to pay to the Plaintiff , \$ \_\_\_\_\_  
 after date, but did not pay the same.

7. And for money due from the defendant to the plaintiff on attached statement of account and contract marked " Plaintiff's Exhibit A" and "Plaintiff's Exhibit B"

8. And for that one \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_ 192 , by h promissory note now overdue, promised to pay to the Defendant , or order \$ \_\_\_\_\_ after date; and the defendant endorsed the same to the Plaintiff , and the said note was duly presented for payment, and was dishonored, whereof the Defendant had due notice but did not pay the same.

9. And for that the Plaintiff , on the \_\_\_\_\_ day of \_\_\_\_\_ 192 by h bill of exchange now overdue, directed to the Defendant , required the Defendant to pay to the Plaintiff \$ \_\_\_\_\_ days after date, and the Defendant accepted the said bill but did not pay the same.

10. And for that the Defendant , on the \_\_\_\_\_ day of \_\_\_\_\_ 192 by h bill of exchange directed to \_\_\_\_\_ required \_\_\_\_\_ to pay plaintiff \$ \_\_\_\_\_ days after date, and the said bill was duly presented for acceptance, and was dishonored, of which the Defendant had due notice, but did not pay the same.

And the Plaintiff claim \$ 741.92

*J. Steward Davis, George W. Evans* Attorney for Plaintiff

To the Defendant s

TAKE NOTICE-That on the day of your appearance to this action in the BALTIMORE CITY COURT, you will be required to plead to said declaration in accordance with the Act of 1886, Chapter 184, or judgment by default will be entered against you.

*J. Steward Davis, George W. Evans* Plaintiffs Attorney.

Arthur M. Segoins

vs.

Trustees of Sharp St.

Memorial M.E. Church

IN THE BALTIMORE CITY COURT.

The Plaintiff elects to have this case tried before a Jury.

*J. Steward Davis, George W. Evans* Plaintiffs Attorney.

IN THE  
BALTIMORE CITY COURT.

ARTHUR M. SEGOINS

VS.

TRUSTEES OF SHARP STREET  
MEMORIAL M.E. CHURCH.

PLAINTIFF'S EXHIBIT A and  
B."

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

Contract between Architect and Owners.

From... Sharp St. Memorial M.C. Church M. J. Naylor Pres. Trustee Board  
To... A. M. Seyoum Architect

For a compensation of... 3% Cost of entire Building

The architect proposes to furnish preliminary sketches, working drawings and specifications, detail drawings and general superintendence of building operations for... Community Building 43'-0" wide x 78'-0" deep x 68'-6" high  
To be erected for... Sharp St. Memorial M.C. Church

On lots 1206 - 1208-1210 Etting St. Baltimore, Md.

Terms of payment to be as follows:

Fifty dollars, (\$50.00) each week during construction of building, which, according to General Contractor's contract, will end June 1, 1921; and balance when building is completed.

If work upon the building is postponed or abandoned, the compensation for the work done by the architect is to bear such relation to the compensation for the ~~work done by the architect~~ entire work as determined by the published schedule of fees of the American Institute of Architects.

In all transactions between the owners and the contractors, the architect is to act as the owners agent, and his duties and liabilities in this connections are to be those of the agent only.

The architect will make visits to the building for the purpose of general superintendence, of such frequency and duration as, the architect's judgement, will suffice, or may be necessary to fully instruct contractor or sub-contractors, pass upon the merits of materials and workmanship, and maintain an effective organization of the several contractors engaged upon the structure.

The architect will demand of the contractors proper correction and remedy for the discovery of all defects in their work, and will assist the owners in enforcing the terms of the contract; but the architect's superintendence shall not include liability or responsibility for any breach of contract by the contractor or contractors.

The amount of the architect's compensation is reckoned upon the total cost of the building, including all stationary fixtures.

Drawings and specifications are instruments of service, and as such are to remain the property of the architect.

Approved and excepted... A. M. Seyoum ..... Architect  
Dec. 13 1920  
M. J. Naylor Pres. .... Owners

Plaintiff Exhibit B

# Arthur M. Segoins

ARCHITECT AND BUILDER  
REPAIRING A SPECIALTY  
1228 DRUID HILL AVENUE  
BALTIMORE, MD.

## Complete Statement of total cost of Sharp St. Community Bldg.

	The Calvin H. Barnes Co. Inc. General Contract	\$66,705.47
Extras by	" " " " " "	8,174.58
	Harry H. Way Heating Contractor	4,728.00
	McAlister and Imbach Plumbing Contractors	4,125.00
	Dashew-Flynn Electrical Contractors	3,142.00
	Blumenthal-Kahn Electric Fixtures	2,082.00
	Baltimore Steel Co. extra order for fire escape	75.00
		<u>\$ 89,032.05</u>

*Howard Young  
Hoffman, Donnell*

# Arthur M. Segoins

ARCHITECT AND BUILDER  
REPAIRING A SPECIALTY  
1228 DRUID HILL AVENUE  
BALTIMORE, MD.

to Trustees of Sharp St. Church  
Cor. Etting and Dolphin Streets.  
Baltimore, Maryland.

DATE March 13, 1923INVOICE NO. 1JOB NO. 2CUSTOMER'S ORDER NO. 1

## Statement of money received on account.

1920					
Dec.	18	Check	-----	50.00	
"	24	"	-----	50.00	
"	31	"	-----	50.00	150.00
				<u>50.00</u>	
1921					
Jan.	7	"	-----	50.00	
"	17	"	-----	50.00	
"	24	"	-----	50.00	
"	28	"	-----	50.00	
Feb.	4	"	-----	50.00	
"	11	"	-----	50.00	
"	18	"	-----	50.00	
"	25	"	-----	50.00	
March	4	"	-----	50.00	
"	11	"	-----	50.00	
"	18	"	-----	50.00	
"	25	"	-----	50.00	
April	1	"	-----	50.00	
"	8	"	-----	50.00	
"	15	"	-----	50.00	
				<u>50.00</u>	
					<u>750.00</u>

# Arthur M. Segoins

ARCHITECT AND BUILDER  
 REPAIRING A SPECIALTY  
 1228 DRUID HILL AVENUE  
 BALTIMORE, MD.

to Trustees of Sharp St. Church  
Cor. Etting and Dolphin Streets.  
Baltimore, Maryland.

DATE March 13, 1923

INVOICE NO. 2

JOB NO. 2

CUSTOMER'S ORDER NO. 1

Statement continued

1921				
April	18	Total credits -----		900. 00
"	23	Check -----	50.00	
"	30	" -----	50.00	
May	7	" -----	50.00	
"	14	" -----	50.00	
"	21	" -----	50.00	
"	28	" -----	50.00	
June	4	" -----	50.00	
"	11	" -----	50.00	
"	18	" -----	50.00	
"	25	" -----	50.00	
July	2	" -----	50.00	
"	9	" -----	50.00	
"	16	" -----	50.00	
"	23	" -----	50.00	
"	30	" -----	50.00	
			<hr/>	750.00



# Arthur M. Segoins

ARCHITECT AND BUILDER  
 REPAIRING A SPECIALTY  
 1228 DRUID HILL AVENUE  
 BALTIMORE, MD.

to Trustees of Sharp Street Church  
Cor. Etting and Dolphin Streets  
Baltimore, Maryland.

DATE March 13, 1923.  
 INVOICE No. 3  
 JOB No. 2  
 CUSTOMER'S ORDER No. 1

Statement Continued.

1921					
July	30	Total credits -----			1650. 00
Aug.	6	Check -----	50.00		
"	13	" -----	50.00		
"	27	" -----	50.00		
Sept.	3	" -----	50.00		
"	10	" -----	50.00		
Oct.	1	" -----	50.00		
"	8	" -----	50.00		
"	22	" -----	50.00		
"	29	" -----	50.00		
Nov.	5	" -----	50.00		
"	12	" -----	50.00		
"	26	" -----	50.00		
Dec.	10	" -----	50.00		
Dec.	10	Total credits -----			650. 00
		Balance			\$ 2,300.00
					370.96

"Plaintiffs Exhibit A"

P. 463 605  
55-

No. 241 Apr. R. D. 192 4

# Baltimore City Court.

Arthur M. Segoins

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

vs.

Trustees of Sharp Street  
Memorial M.E. Church

*serve on*  
*Howard Young Treas*  
*1100 Howard Hill Ave*

## WRIT OF SUMMONS

*One with copy given*  
*and*  
*One* Cop y of Nar and Notice to plead

within to be served on defendant.

J. Stewart Davis

George W. Evans

Attorney for Plaintiff

FILED APR 16 1924

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

10

WRIT OF SUMMONS

STATE OF MARYLAND

BALTIMORE CITY, to wit.

To the Sheriff of Baltimore City, Greeting:

You are commanded to summon

Trustees of Sharp Street Memorial M.E.Church,

a religious Corporation

of Baltimore City, to appear before the Baltimore City Court, to be held at the Court House in the same city, on the second Monday of April inst. next to answer an action at the suit of Arthur M. Segoins

and have you then and there this writ.

Witness the Honorable JAMES P. GORTER, Chief Judge of the Supreme Bench of Baltimore

City, the 14th day of January 192 4

Issued the 10th day of April in the year 192 4

Geo. Carey Ludsay Clerk.

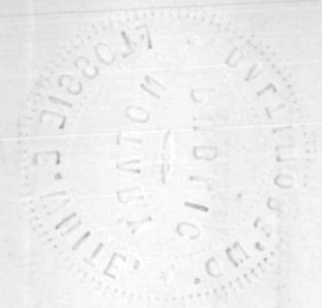
# SHERIFF'S RETURN

SUMMONED Trustees of Sharp Street Memorial M. E. Church, a Religious  
A CORPORATION, BY SERVICE ON Howard Young Treasurer  
AND A COPY OF NAR AND NOTICE TO PLEAD WITH A COPY OF THE PROCESS  
LEFT WITH SAID Treasurer, ALSO NOTICE OF SAID SUMMONS  
LEFT AT THE PRINCIPAL OFFICE OF SAID CORPORATION.

(Pickup)  
4/11/24

Fees - \$1.20 John B. Pate  
SHERIFF

No. 241 Apr <sup>605</sup>  
55-B  
RETURN DAY



**Baltimore City Court.**

Arthur M. Begoues

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

vs.

The Trustees of Sharp St.

Station of the M.E. Church

of Bacco, B'ys

MR. LINDSAY, Clerk:

File the within pleas, aff't of defence, and certificate of counsel.

W. Robbie Hawkins  
Defendant's Attorney.

Service of copy of pleas admitted.

[Signature]  
Plaintiff's Attorney.

✓ Filed \_\_\_\_\_ day of \_\_\_\_\_ 1924

FILED APR 28 1924

Arthur M. Segoins  
\_\_\_\_\_  
\_\_\_\_\_  
vs.  
The Trsutees of Sharp Street  
Station of the M.E. Church of  
\_\_\_\_\_  
Baltimore City, a body corporate

IN THE  
Baltimore City Court.

January 1924

And the said The Trustees of Sharp Street Station of the Methodist  
Episcopal Church of Baltimore City, a body corporate  
the Defendant in this action, by W. Ashbie Hawkins  
its attorney, says: For a first plea that it never was indebted as alleged; and for a second  
plea says: That it did not promise as alleged and for a third plea says:  
That all matters between the parties hereto have been duly adjusted

W. Ashbie Hawkins Attorney for Defendant

STATE OF MARYLAND, City of Baltimore, to wit:

On this 28th day of April, in the year nineteen hundred  
and twenty-four before me, the subscriber, a Justice of the Peace of the State of Maryland, in  
and for Baltimore City, personally appeared Wm. H. Dean, president of the  
Trustees Sharp St. Sta. M. E. Church  
corporation  
(one of) the above-named Defendant / and made (affirmation)

oath in due form of law, that every plea so pleaded by the Defendant corporation, and it  
admits no part of the Plaintiff's claim to be due and owing, and  
that all of it is disputed; and further that the affiant verily believes  
the Defendant corporation will be able at the trial of the cause, to produce sufficient evidence to support the said  
pleas (as to the portion disputed) and that it is advised by counsel to file the said pleas.

William H. Dean, Pres.  
Flossie E. White  
Notary Public.

I HEREBY CERTIFY, that I advise the defendant corporation making the above  
oath, (affirmation,) and filing said pleas to do the same.

W. Ashbie Hawkins Attorney for Defendant

And the Defendant elect to have this case tried before a Jury.

W. Ashbie Hawkins Defendant's Attorney