

3/24/14

IN THE
CIRCUIT COURT NO 2
OF
BALTIMORE CITY

33A 167
1924

CLARENCE THOMAS

VS

JOHN R. BRINKLEY

Bill of Complaint
for
Specific Performance etc

Mr. Clerk:
No 14454A
Please file

Hawkins & McMechen
Solicitors for Plaintiff

HAWKINS & MCMECHEN
ATTORNEYS AT LAW
BANNEKER BUILDING, 14 E. PLEASANT ST.
BALTIMORE, MD.

FILED June 19 1924

THE DAILY RECORD COMPANY
Baltimore, Md.

CLARENCE THOMAS) IN THE
VS.) CIRCUIT COURT NO.2
JOHN R. BRINKLEY) OF
) BALTIMORE CITY

To the Honorable the Judges of said Court:

Your orator complaining says:

1. That on the 28th day of January 1923 he advanced to the defendent an aggregate sum of Three Hundred dollars (\$300) part of which is represented by a cancelled check for \$200, drawn by your orator on his funds in the Commonealth Bank, and made payable to the order of the said defendant, John R. Brinkley, all of which and more is shown by the check aforesaid filed herewith marked "Plaintiff's Exhibit A", and asked and intended to be made part hereof as fully as if set out herein in terms.

2. That the purpose of making the said advancement or loan to the said John R. Brinkley was to enable him to buy an automobile for hiring purposes, the said loan to be the initial cash payment, thereon, and the balance of four hundred and fifty dollars (\$450) to be paid in monthly payments.

3. That after securing the chock above mentioned, the said John R. Brinkley returned to your orator for a further advancement or loan of one hundred dollars (\$100) saying that the automobile could only be secured upon the payment of Three Hundred dollars (\$300) cash, and the balance to be paid as heretofore alleged in paragraph No. 2, and that thereupon your orator advanced to the said John R. Brinkley the further sum of One Hundred dollars (\$100) in cash, making the total amount of the said John R. Brinkley's indebtedness to your orator three hundred dollars (\$300).

4. That the agreement between the said defendant John R. Brinkley and your orator, was that upon payment of the full purchase price of said automobile, at that time limited in his

contract of purchase for the payment of the same, that the said defendant was to secure your orator by a proper lien on the said automobile, to be paid off in manner similar to that stipulated in the contract of purchase heretofore mentioned, with interest on said loan from the date thereof.

5. That the purchase price of said automobile has been fully paid, but the said John R. Brinkley has declined to return the amount of said loan with the interest thereon, to give your orator security for the repayment thereof as heretofore mentioned, or to make any other adjustment of his obligation to your orator.

6. That instead of keeping his promise made to your orator, regarding said loan, the said John R. Brinkley contriving wickedly and maliciously to deprive your orator of the amount thereof refused, not only to execute said lien, but had the title to said automobile, your orator is advised, placed in the name of his mother, whose full name to your orator is unknown.

7. To the end therefore

(1) That the said agreement between your orator and the said John R. Brinkley may be specifically enforced.

(2) That the said John R. Brinkley may be enjoined from disposing of the said automobile.

(3) That the said John R. Brinkley may be decreed to pay unto your orator Three Hundred Dollars (\$300.00) with interest from the 28th day of January 1923.

(4) That your orator may have such other and farther relief as his case may require.

May it please your Honor to grant unto your orator the wish of subpoena, directed to the said John R. Brinkley, residing in Baltimore City, commanding him to be and appear in this Court, in person or by solicitor, at some certain day named therein and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

Clarence Thomas *Harold S. McMechan*
Solicitors for Plaintiff

STATE OF MARYLAND)
) to wit.
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this *23* day of May, 1924,
before me, the subscriber, a Notary Public of the State of
Maryland, in and for Baltimore City, personally appeared Clarence
Thomas, Complainant, of Baltimore City, and made oath in due form
of law that the matters and facts set out in the foregoing
complaint are true to the best of his knowledge and belief.

WITNESS MY HAND and Notarial Seal.

Mae J. Townsend.

Notary Public

In the 33A 167
1924
Circuit Court No. 2
of
Baltimore City

Clarence Thomas

vs

John R. Brinsley

Plaintiff's Exhibit A,

No 14454A

Mr. Cava; v

Please file

Hawkins & McMechin
Sols. for Plaintiff.

3 June 1924

John R. Brinkley
H. Seymour French

RECEIVED PAYMENT
through Baltimore Guaranty House,
ENDORSEMENTS GUARANTEED
JUN 29 1923
MERCANTILE TRUST & DEPOSIT CO
JOHN W. HENRY, TREASURER
5-61 OF BALTIMORE, MD. 7-61

No. 83

Baltimore, Md.,

June 26 1923

Commonwealth Bank

7-72

HOWARD AND MADISON STS.

Pay to the order of

Two hundred

\$ 200.⁰⁰ ~~75~~

Dollars

Clarence Thomas

IN THE CIRCUIT COURT NO.2
OF
BALTIMORE CITY.

*9169
1924*

CLARENCE THOMAS

VS.

JOHN R. BRINKLEY

RESPONDENT'S ANSWER

14454

Mr. Clerk:-

Please file.

No. 14454

J. Steward Davis & Evans

ATTORNEYS FOR RESPONDENT

4

J. STEWARD DAVIS
ATTORNEY AT LAW
215 SAINT PAUL PLACE

BALTIMORE, MD.

J. Steward Davis June 1924

CLARENCE THOMAS : IN THE CIRCUIT COURT NO.2

VS. : OF

JOHN R. BRINKLEY : BALTIMORE CITY.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of your respondent to the above entitled case respectfully says:

(1)

That he admits the allegations as contained in the first paragraph of the Complainant's bill of complaint.

(2)

That he admits the allegations as contained in the second paragraph of the Complainant's bill of complaint.

(3)

That he admits the allegations as contained in the third paragraph of the Complainant's bill of complaint.

(4)

That he denies the allegations as contained in the fourth paragraph of the Complainant's bill of complaint.

(5)

Your respondent admits so much of the allegations in the fifth paragraph of the Complainant's bill of complaint as to the purchase price having been fully paid, but denies with great emphasis all and the rest of the allegations contained in the said paragraph.

(6)

That he denies the allegations as contained in the sixth paragraph of the Complainant's bill of complaint.

(7)

Your respondent says that the title to the said automobile was transferred for the good and valuable consideration and that the complainant was not entitled to a lien.

(8)

Your respondent says that the plaintiff has a plain, adequate and complete remedy at law and is not entitled to relief in equity.

TO THE END, THEREFORE :

Your respondent prays that the Bill be dismissed with costs to the plaintiff.

Davis & Evans
ATTORNEYS FOR RESPONDENT.

Serve on

Davis & Evans, Sols.
215 Courtland St.

No 108 ✓ *37*

Circuit Court No. 2

167
1924 Docket No. *33 A.*

Clarence Thomas

VS.

John R. Brinkley

1 copy

PETITION AND ORDER TO TAKE
TESTIMONY UNDER 35TH RULE.

16th Oct '24

No. *14454a*

5
Cops = Copied
16th October
Hecht

Filed _____ 1924

Copy of the Within petition and Order of Court Served on Davis and Evans Solicitors on October 16-1924 in presence of Laura Hecht

Fees \$0.50

John E. Potee
Sherriff

Circuit Court No. 2
OFFICE CLERK

Clarence Thomas

vs.

John R. Brinkley

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.

M. Archie Hastings

Solicitor for Plaintiff

Upon the foregoing Petition and Application it is this 10th day of October

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 Peti-

tion and Order be served on the Deponent

or his Solicitor, on or before the 21st day of October, 1924

Walter J. Rawkins

Circuit Court No. 2

B *A 167*
192*4* No. Docket

Clarence Thomas

vs.

John R. Brinkley

DECREE ~~OF DIVORCE~~

4th December, 1924.

14454A
No. *14454*

6

Filed *4th December, 1924*

14454

IN THE

Circuit Court No. 2,

OF

BALTIMORE CITY

Clarence Thomas

VS.

John R. Brinkley

November Term, 1924

This cause standing ready for hearing and being duly submitted, the proceedings were by the Court read and considered.

It is thereupon, this 4th day of December, Anno Domini, one thousand nine hundred and twenty four

by the CIRCUIT COURT No. 2 OF BALTIMORE CITY, Adjudged, Ordered and Decreed, that the said

John R. Brinkley, the defendant pay to the plaintiff, Clarence Thomas

the above named complainant be, and he is hereby DIVORCED A VINCULO MATRIMONII, from the

defendant. the sum of Three hundred dollars (\$300) with

interest from June 26th 1923, payable twenty five dol-

lars per month for the months of January, February,

March and April 1925, and fifty dollars per month

thereafter till the whole amount with interest

as aforesaid shall be fully paid

And it is further Ordered, that the said John R. Brinkley

pay the cost of this proceeding.

Walter J. Dawkins

I, JOHN PLEASANTS, Clerk of the Circuit

Court No. 2 of Baltimore City, do hereby

certify that the above is a true copy of the

decree taken from the record of proceedings

in said cause.

IN TESTIMONY WHEREOF, I hereunto set my

hand and affix the seal of the said Court,

this day of 1924

Decree agreed to by Counsel on Both Sides.

H. Florida Harrison Sol. for Plaintiff

George W. Evans Sol. for Defendant.

167
1924

33 A

IN THE
CIRCUIT COURT NO. 2
OF
BALTIMORE CITY

CLARENCE THOMAS

VS

JOHN R. BRINKLEY

ORDER FOR FI FA

Mr. Clerk;

Please issue.

N. Asbie Hawkins
Solicitor for Plaintiff.

No 14454 A

7

16 March 1925

Clare
vs
John

33 A 167

CLARENCE THOMAS

VS

JOHN R. BRINKLEY

)

)

)

)

IN THE

CIRCUIT COURT NO. 2

OF

BALTIMORE CITY

Mr. Clerk:

Please issue FIERI FACIAS on the Decree in the above case.

W. Archie Haeberle
Solicitor for Plaintiff.

167
1874 A 33
8437 Ct. Ct. No. 2.
D. No.

Thomas.

vs.

Drunkley NB

F.I.F.A.

DEBT, \$ 300.00
 With interest from ²⁶⁻ day of }
 June 18 1923 and Costs, }
 Costs..... \$
 Additional Costs..... \$ 26.80
 Additional Costs if land sold..... \$
 Additional if settled or personal property }
 taken, } 25

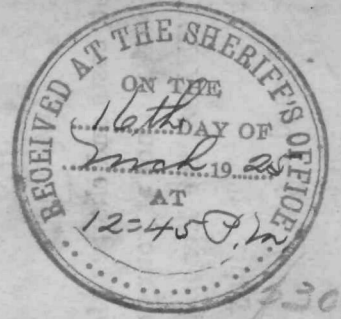
Nulla bona.

John E. Peet
Sheriff

No 14454 A
(8)

To 10th April 1925
Hawkins & McArthur
Solicitors

1245 PM 2/12/25



DEB 300.00
 Int. 31.11
 Cat Costs 27.05
 358.16
 Sheriff Costs 13.74
 371.90
 Can not locate Car

The State of Maryland,

To the Sheriff of Baltimore City, Greeting:

WHEREAS, at a sitting of the Circuit Court, No. 2, of Baltimore City, begun and held at the Court House in the said City on the ^{second} ~~first~~ Monday of ^{November} ~~the~~ in the year of our Lord one thousand ^{nine} ~~eight~~ hundred and ^{twenty-four} ~~twenty-four~~ a certain

Clarence Thomas.

by decree of the same Court, recovered against a certain

John R. Brinkley
Three Hundred Dollars

late of Baltimore City, as well as the sum of

with interest from the

26 day of *June* *1923*

as the sum of

Twenty Six

dollars and

Eighty cents.

cents, for his costs and charges by him about his

suit laid out and expended, whereof the said

John R. Brinkley

convict as it appears of record.

THEREFORE, you are hereby commanded, that of the goods and chattels, lands and tenements, of the said

John R. Brinkley

being in

your bailiwick, you cause to be made and levied the debt, costs and charges aforesaid, and have you those sums before the said Circuit Court, No. 2, of Baltimore City, to be held at the Court house in the said City, on the ^{second} ~~first~~ Monday of *April* next, to render unto the said

Clarence Thomas.

the debt, costs and charges aforesaid.

Hereof fail not at your peril, and have you then and there this writ

WITNESS, the Honorable ^{James P. Lister} ~~HENRY D. HARLAN~~, Chief Judge of the Supreme Bench of Baltimore City, the *9* day of *March* in the year ^{nineteen} ~~eighteen~~ hundred and *twenty-five* ~~twenty-five~~

Issued the *16* day of *March* *1925*

John Peasants

Clerk.