

IN THE CIRCUIT COURT  
OF BALTIMORE CITY

891  
1950

MOSES ZALIS,

vs.

JOHN C. ROBINSON.

BILL OF COMPLAINT.

Mr. Clerk:-

10392  
Please file etc, (1)

Louis Hollander

Louis Binder

Attorneys for plaintiff.  
Solicitors

LOUIS BINDER

COUNSELOR AT LAW

347 E. Fayette St.  
52021 LAW BUILDING

BALTIMORE, MD.

FILED

26 May 1950

MOSES ZALIS,

vs.

JOHN C. ROBINSON.

IN THE CIRCUIT COURT

OF BALTIMORE CITY.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your orator complaining respectfully shows:

1. That on or about the 22nd day of January, 1920, the defendant entered into a written agreement with your orator for the sale of the leasehold properties in Baltimore City known as Nos. 440, 442, 444, 446, 448, 450, and 452 Fawcett Street, which agreement your orator files herewith marked "Plaintiff's Exhibit A", and prayed to be considered a part hereof, and by which agreement the said defendant agreed to sell unto your orator the aforesaid properties, subject to an annual ground rent of thirty (\$30.00) dollars on each lot, at and for the purchase price of \$575.00 for each of said lots, of which purchase price one hundred (\$100.00) dollars was paid by your orator to the said defendant at the time of the execution of said agreement of sale aforementioned, and the balance of said purchase price, in accordance with said agreement was to be paid within sixty days from the date thereof, and upon such payment the said defendant, John C. Robinson, was to execute a valid deed conveying the said properties unto your said orator.

2. That on or about the 8th day of March, 1920, <sup>on</sup> and <sup>on</sup> numerous occasions thereafter, your orator notified the said defendant that he was ready, able and willing to settle for the said property in accordance with the terms of said

agreement and requested the said defendant to set a day for settlement, but the said defendant refused to carry out the said agreement, and still refuses to convey the said property to your orator although your orator has made numerous requests and offered to pay the balance of the purchase price in accordance with said agreement.

3. That your orator is ready, able and willing to carry out his part of said agreement and pay over the balance of the said purchase price at anytime that the said defendant shall be willing to execute a proper deed therefore, in accordance with the terms of said agreement.

4. That your orator has no adequate and complete remedy of Law and that he will be without redress except for the intervention of this Honorable Court.

TO THE END, THEREFORE:

a.- That this Honorable Court <sup>may</sup> specifically enforce the said agreement of sale filed herewith and that the said John C. Robinson be required to convey <sup>or cause to be conveyed</sup> unto your orator the properties mentioned in said agreement of sale in accordance with the terms thereof.

b.- That this Honorable Court enjoin and restrain by its writ of injunction the said John C. Robinson from making any transfer of said property or in any manner deal therewith or divest himself of the title thereto until the further order of this Court.

c. That your orator may have such other and further relief as his case may require.

May it please your Honor to grant unto your orator the writ of subpoena directed to the said John C. Robinson, the defendant residing in Baltimore City, and State of Maryland, commanding him to be and appear in this Court on some day certain to be named therein and answer the premises and abide and perform such decree as may be passed therein.

And as in duty bound, etc.

*Louis Hollaender*  
*Louis Bieder*

Solicitors for plaintiff.

~~Witness~~:

*Moses Zalis*

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this *26<sup>th</sup>* day of May, 1920, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Moses Zalis and made oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true and correct to the best of his knowledge, information and belief.

AS witness my hand and notarial seal.

*Chas. W. Marsh*  
Notary Public.

Upon the foregoing bill of complaint, Exhibit A,  
and affidavit, it is by the Circuit Court of Baltimore City,  
this 27<sup>th</sup> day of May, 1920, ordered that the re-  
lief prayed for in said bill be granted, unless cause to the  
contrary be shown by the said defendant on or before the  
day of \_\_\_\_\_, 1920, provided a copy of this order  
be served upon said defendant on or before the day  
of \_\_\_\_\_, 1920.



This Agreement, Made this 22nd day of January  
nineteen hundred and twenty

Raymond A Sinskey & Co. (agent)

of the first part

and Moses Zalis

of the second part

Witnesseth, that the said part of the first part do hereby bargain and sell unto the said part of the second part, and the latter doth hereby purchase from the former the following described property, situate and lying in State of Maryland city of Baltimore

properties known as

440 - 442 - 444 - 446 - 448 - 450 - 452

Fawcett St N. R. \$30.00 each

At and for the price of Five hundred and Seventy Five Dollars each  
of which One hundred dollars

have been paid prior to the signing hereof and the balance is to be paid as follows:

60 days

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 the property by a good and merchantable title to the Vendee

Taxes, water rent, Gr. etc. are to be adjusted on day of settlement.

to be paid or allowed for by the Vendor to , nineteen hundred and

deposit forfeited if not settled

Witness our hands and seals

TEST:

E. Klein

Raymond A Sinskey & Co. (agent) [SEAL]  
per Juel C Zalis  
Moses Zalis [SEAL]  
Jno C Robinson [SEAL]  
[SEAL]

# CONTRACT OF SALE

BETWEEN

.....

.....

AND

.....

.....

142  
1520 E. Mont

1920 a Docket No. 60 Ct. Ct.

Jadis  
vs.  
Robinson

SUBPOENA TO ANSWER BILL OF COMPLAINT

No. 10392  
227  
Pro  
B/c

Filed June 1920  
Louis Binder  
SOLICITOR

Summoned John C. Robinson and a copy of  
the Process with a copy of the Bill of Complaint  
left with the defendant on the 2<sup>nd</sup> day of June, 1920  
in presence of Morris Firstelstein.

Thomas J. M. S. Multy  
Sheriff

Rec'd  
June 1.30, 1920



EQUITY SUBPOENA

The State of Maryland

To *John C. Robinson* 6/2/20  
#15206 Monument St

of Baltimore City, Greeting:

WE COMMAND AND ENJOIN YOU, that all excuses set aside, you be in your person before the Circuit Court of Baltimore City, at the Court House in said City, on the second Monday of *June* 1920, to answer the complaint of

*Moses Galis*

against you in said Court exhibited.

HEREOF fail not, as you will answer the contrary at your peril:

WITNESS, the honorable MORRIS A. SOPER, Chief Judge of the Supreme Bench of Baltimore City, the *10* day of *May* 1920

Issued the

*26* day of *May* in the year 1920  
*Chas R. Whiteford* Clerk.

Notice to the person summoned:

"Personal attendance in Court on the day named in the above writ is not required; but unless within fifteen (15) days after the return day, legal defense is made in the above mentioned suit a Judgment by default may be entered against you."

CIRCUIT COURT

291  
1920

a

Docket No.

Moses Zales

v.s.

John C Robinson

ORDER OF APPEARANCE

Mr. Clerk

Please File

Dair + Bishop

Sol. for defendant

a No. 10392

Filed at "June" day of June 1920

Moses Zales

vs.

John C Robinson

IN THE  
Circuit Court  
OF  
BALTIMORE CITY

May Term, 1970

Mr. WHITEFORD, Clerk.

<sup>used</sup>  
Enter my appearance for Defendant

(~~John~~) Davis

W. Norman Bishop

Solicitor 3

In The Circuit Ct,  
Baltimore Md  
791  
2/19/30

Moses Zales

vs

John C Robinson

Answer to Bill

Mr Clerk please file

Davis, Bishop  
vs R.S.D.  
a 10392  
(24)

DAVIS & BISHOP  
ATTORNEYS AT LAW  
118 E. LEXINGTON STREET  
BALTIMORE, MD.

Filed July 19 30



Moses Zalis

In The Circuit Court

Vs.

of

John C. Robinson

Baltimore City.

To The Honorable, The Judge of Said Court:

The answer of your respondent to the bill of complaint exhibited is as follows:-

FIRST, Your respondent admits the first paragraph of the plaintiff's bill of complaint.

SECOND, Your respondent denies the second paragraph of the plaintiff's bill and avers that the plaintiff was not ready and willing to settle contract as mentioned in paragraph one of the plaintiff's bill of complaint according to the terms thereof, nor was he so ready and willing at a reasonable time subsequent to the day of settlement as named in said contract.

THIRD, Your respondent further avers that the said properties numbers 440, 442, 444, 446, 448, 450, 452 Fawcett St. were transferred to your respondent and his wife Clara Robinson by deed on 30<sup>th</sup> day of June 1919, by *John C. Robinson* *Indy, Halchelt* *Char. R. Shipley*, as tenants by the entireties; and that his wife, the said Clara Robinson is not a party to the contract upon which the plaintiff bases this action; and that she has refused and does now refuse to join in a deed with her husband, the said respondent, to the plaintiff, pursuant to terms of the aboved mentioned contract. Wherefore your respondent is unable to execute a valid deed of the aboved mention premises.

WHEREFORE, Your respondent prays:

That this bill be dismissed with cost to the plaintiff.

*John C. Robinson*  
Respondent.

*C. Howard Davis*

*Wmman Bishop*  
Solicitors for respondent

State of Maryland )  
Baltimore City ) To Wit:

I hereby certify that on this 26<sup>th</sup> day of June 1920, before me the subscriber, a notary public, of the State of Maryland, in and for the city of Baltimore, personally appeared John C. Robinson, the petitioner, in the foregoing proceedings, and made oath in due form of law, that the matter contained therein is true to the best of his knowledge and belief.

As witness my hand and seal.

*Arthur M. Rogers*  
-----  
Notary Public.

Louis Hollander  
Louis Binder

342 Dy B

Louis Hollander

Louis Binder

Service of copy admitted  
July 12<sup>th</sup> 1920 by.

Louis Hollander and  
Louis Binder,  
Sols. for Plaintiff.

Davis & Bishop

**CIRCUIT COURT**

W<sup>41</sup>  
29<sup>1</sup> a  
19 20 Docket No.

Moses Zelig's

vs.

John C. Robinson

(2)

**PETITION AND ORDER TO  
TAKE TESTIMONY UN-  
DER 35th RULE**

a  
No. 10392

(5)

Fd 8<sup>th</sup> July 19 20

Copies of the within Petition and Order of Court served  
on Louis Hollander and Louis Binder Solicitors  
on the 12<sup>th</sup> day of July 1920 in presence of

Harry B Franz

Fees \$1.00

Thomas J. McQuilty  
Shriff

Messrs Zelis

vs.  
John C Robison

IN THE  
Circuit Court  
OF  
BALTIMORE CITY

To the Honorable the Judge of the  
*defendant* 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 therefore 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.

*Davis & Bishop*

Solicitors for Plaintiff.

Upon the foregoing Petition and Application it is this 8<sup>th</sup> day of July  
A. D., 1920, 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 Plaintiff or his Solicitor or before the 17<sup>th</sup> day of July 19 20

*Messrs Zelis*



1920 a Ct. Ct.  
Docket

Zales

vs.

Robinson

**SUMMONS FOR WITNESSES**

a No. 10392  
26)

Filed 20<sup>th</sup> day of March 1922

In the Circuit Court of Baltimore City

March Term, 19 22

The Sheriff will please summon the following witnesses,

returnable March 21, Tuesday at 10 A. M.

- 11 Truly Hatchett - ~~Evota~~ 2026 Druid Hill Ave
- 10 Charles Shepley 85 708 Madison Ave

to testify for defendant  
in the case of Zalis

vs. Robinson

Chas R. Whitson  
CLERK OF CIRCUIT COURT OF BALTIMORE CITY



3/21/25

10

IN THE CIRCUIT COURT OF  
BALTIMORE CITY

*791/40* *791*  
*1920*

MOSES ZALIS

VS.

JOHN C. ROBINSON

*Decree.*

*Mr. Clerk.*  
*a10392*  
*LD*

DAVIS & BISHOP  
ATTORNEYS AT LAW  
BANNEKER BUILDING  
14 E. PLEASANT STREET  
BALTIMORE, MD.

*At. 22 September 1922*

REMYCO REGENT LINEN

MADE IN U.S.A.

MOSES ZALIS

:

IN THE CIRCUIT COURT

VS.

:

OF

JOHN C. ROBINSON

:

BALTIMORE CITY.

~~The said cause having been duly heard by the~~  
~~and arguments submitted~~  
Court, it is this day of 1922 ordered that  
<sup>^</sup> ~~the said~~ <sup>case</sup> ~~be~~ dismissed with costs to the Plaintiff.  
<sup>^</sup> ~~be paid by~~

This cause coming on for final hearing, the papers having been read, and testimony taken in open court, and arguments of counsel heard and considered, it is now

Adjudged, ordered and decreed by the  
Circuit Court of Baltimore City, <sup>this 22d. day of September, 1922</sup> that  
the bill of complaint be and it is  
hereby dismissed, costs to be paid by  
the Plaintiff.   
Carroll J. Bond