

CASE NO. **91303043**

Part ____ of ____ Parts

In The Circuit Court for Baltimore City
CIVIL

In the Matter of

LOWELL HALL

VS.

DR. JAMES PRIEST

1364239

DE

IN THE CIRCUIT COURT FOR BALTIMORE CITY

CATEGORY APPOR

CASE NO. 91303043/CL139426 PAGE 1 of

PARTIES	ATTORNEY(S)
LOWELL HALL	PROPER PERSON
VS.	
DR. JAMES PRIEST	<i>Herachel D. Milliken - 446771</i> PROPER PERSON

DATE	DOCKET ENTRIES	NO.
10-30-91	ORIGINAL PAPERS AND SHORT COPY OF THE DOCKET ENTRIES FROM THE DISTRICT COURT OF BALTIMORE CITY, FILED.	1
"	TRANSCRIPT OF RECORD FILED.	2
"	NOTICE TO COUNSEL IN ACCORDANCE WITH MD. RULE 1345, fd. SET-CTF ISSU-CASE IS AT ISSUE.	3
	CATEGORY: CONTRACT	
2-21-92	<i>Appearance of Herachel D. Milliken as Atty for Defendant and Request for Postponement pt</i>	4
2-28-92	<i>POST Reset on 6/9/92 per CAO.</i>	
2-27-92	<i>Civil Postponement Approved (Ross J)</i>	5
6/9/92	<i>Case submitted to the Court for determination w/out the aid of a jury (Hollander J)</i>	
6/9/92	<i>The decision of the District Court of Maryland is hereby "sub Curia" (Hollander J)</i>	
8/14/92	<i>Memorandum Opinion and order filed: judgment of the District Court is found of Appellee is affirmed in part, and reversed in part. The matter is remanded for further fact finding consistent w/this opinion. Cost to be paid equally.</i>	16

6

LOWELL HALL

*

IN THE

Appellant

*

CIRCUIT COURT

v.

*

FOR

DR. JAMES PRIEST

*

BALTIMORE CITY

Appellee

*

Case No. 91303043/CL139426

* * * * *

MEMORANDUM OPINION AND ORDER

Hollander, J.

I. Introduction

Dr. James Priest ("Priest") filed suit in the District Court against Lowell Hall ("Hall") alleging breach of a contract made on January 24, 1990 (Exhibit 1). Priest claimed he agreed to pay Hall the sum of \$3800 for repair services to be provided by Hall and one James Blackstone, in connection with Priest's property located at 306 North Hilton Street (the "Property").

Priest wanted to sell the Property. As a result, he alleged that he contracted with Hall to obtain the following: certification by a licensed pest control operator; certification by a licensed contractor on plumbing, heating, and electricity; certification that the roof is in sound, waterproof condition; certification of inspection for defective point surfaces. He also avers that Hall was to make all necessary repairs, as contained in the January 24, 1990 contract, in order to obtain the desired certifications.

On June 4, 1991, the matter was tried before the Honorable Alan M. Resnick in the District Court for Baltimore City.

Evidence, including oral testimony, was presented. At the conclusion of the case, Judge Resnick entered a verdict for Priest against Hall in the amount of \$3800. Hall timely noted his appeal.

II. Scope of Review

This is an appeal on the record. Code, Cts. & Jud. Proc. Art., Sec. 12-401(d) (Cum. Supp. 1989). In appeals taken on the record from the District Court, Maryland Rule 1386 provides that the Circuit Court, functioning as the appellate court:

...will review the case upon both the law and the evidence, but the judgment of the lower court will not be set aside on the evidence unless clearly erroneous and due regard will be given to the opportunity of the lower court to judge the credibility of the witnesses.

A reviewing court may reverse the decision of the lower court regarding a factual determination only if on the record it appears that the determination was clearly erroneous. Ryan v. Thurston, 276 Md. 390, 392 (1975). It is incumbent upon the appellate court to "consider evidence produced at trial in a light most favorable to the prevailing party and if substantial evidence was presented to support the trial court's determination, it is not clearly erroneous and cannot be disturbed." Id. at 392. Because the trial court is the judge of the weight to be attached to the evidence, "the appellate court should not substitute its judgment for that of the trial court on its findings of fact but will only determine whether the findings are clearly erroneous in light of the total evidence." Id.

As to questions of law, the reviewing court must be sure that legal questions were properly resolved. Thus, where the determination is one involving a conclusion of law, "the clearly erroneous standard does not apply...the lower court's interpretations of law enjoy no presumption of correctness on review: the appellate court must apply the law as it understands it to be." Rohrbaugh v. Estate of Stern, 305 Md. 443, 447 (1986).

III. Factual Summary

The Record¹ reveals that services were sought by Priest to effectuate his desire to sell the Property to Helen Moore ("Moore"), a buyer who was seeking FHA financing. To secure such financing, FHA required certain repairs to, and certifications for, the Property. R.7.² Priest authorized Hall to inspect the Property to estimate the cost of obtaining the desired certifications and any necessary repairs.³ R.8. After conducting an inspection, Hall offered to make repairs and to provide the certifications. On or about June 4, 1991, he tendered the contract (Exhibit 1) to Priest, which Priest accepted. The contract included an Addendum in which Hall also agreed to provide a certification that the furnace was in

1. Hereinafter, "R" refers to the Record which has been sequentially numbered in this case.

2. For example, as a prerequisite to FHA approval, Hall had to make any necessary repairs to the plumbing so as to enable him to certify the plumbing was in normal operating repair. See R.20-R.28.

3. Priest's agent, Michael Cassell of Century Twenty-One Progressive Realty, introduced Hall to Priest.

normal operating condition.⁴

Testimony was presented concerning the untimeliness of Hall's promised work, the unworkmanlike quality of Hall's performance, and the failure to supply all of the agreed upon certifications. For example, according to the testimony, the FHA only accepted Hall's plumbing certification. Priest also presented evidence regarding Hall's failure to secure a termite and pest certification as required by the contract. R-30-31. Although Priest claimed he bore the cost of repair, R.9-11, no evidence was presented by him as to the actual costs which he incurred.

The trial judge found that Hall materially breached the contract and awarded the contract price as damages for that breach. The court stated:

The Court was confused as to certification had meant repair. After listening to the parties, whatever I may think of -- as to the wisdom of a contract -- that is not my function.

It is apparently clear, from the testimony, that he [Hall] agreed to provide a certification and if it did not meet certification, to indeed repair it to bring it up to a certification.

The verdict, therefore, must be in favor of the Plaintiff [Priest] for \$3800.00.

R.99-100.

At the June 9, 1992 appeal hearing,⁵ Hall asserted the

4. The FHA did not require a heating certification. But Hall agreed to make repairs as necessary in order to certify that the furnace was in normal operating condition.

5. Neither Priest nor his counsel, Herschel Milliken, appeared at the appeal. Nor did the Appellee submit a Memorandum in support of the judgment below, even though this Court, by letter dated June 25, 1992, afforded Mr. Milliken the opportunity to submit a Rule 1330 Memorandum.

following errors:

- 1) The court refused to permit Hall to call Ms. Moore and Mr. Blackstone as witnesses.
- 2) The court did not admit into evidence Hall's copy of the contract proposal (R.44-57).
- 3) The court did not allow Hall to explain his version of events without interrupting.
- 4) The court erred in concluding that when Hall agreed to provide a "certification" as to an item, that term was intended to mean that if Hall could not certify the item in its present condition and state of repair, then he was to repair the item to the extent necessary so that he could provide the certification specified in the contract.
- 5) The court awarded Priest money damages, and instead should have ordered specific performance.

IV. Discussion

Hall's first allegation of error is without merit. The record plainly shows that both Blackstone and Moore testified.⁶ Judge Resnick questioned both witnesses. In so doing, the trial judge exercised the wide discretion and latitude vested in him to control the course of the trial in an orderly and fair manner. Plank v. Summers, 203 Md. 552 (1954). See R.69,71,74-77,82-84,90,92-96,102. Nowhere does the Record reflect Hall's contention that he was not permitted to call Moore as a witness.

Contrary to Hall's third allegation of error, no rule of procedure mandates that a witness is entitled to speak without interruption. Rather, in the interest of judicial economy, a trial judge can control and monitor the flow of direct examination so as to channel the witness towards the more

6. Oddly, Moore was never formally sworn as a witness.

salient facts and to aid the judge's disposition of the matter. See, e.g., Western Maryland Dairy Corp. v. Brown, 169 Md. 257 (1935); Calder v. Levi, 168 Md. 260 (1935). This is especially so where, as here, the parties proceed unassisted by counsel.

Such conduct will not be reversed on appellate review except where it has been shown to be a clear abuse of discretion. Thrifty Diversified, Inc. v. Searles, 48 Md. App. 605 (1981). This court's review of the record shows that Judge Resnick did not abuse such discretion. See also, Md. Rule 3-514.

Similarly, Hall's second allegation of error is devoid of merit. Hall sought to introduce an unexecuted photocopy of the contract, which differed from the contract actually signed by the parties. R.56. The trial judge properly excluded this document.

Hall's fourth contention concerns the factual findings made by Judge Resnick. As previously discussed, a reviewing court may reverse the decision of the lower court regarding a factual determination only if, on the record, it appears that the determination was clearly erroneous. Ryan v. Thurston, 276 Md. 390, 392 (1975).

To the extent that the contract (Exhibit 1) was ambiguous, considerable parol testimony was received as to what the parties intended the term "certification" to mean. See generally, Restatement 2d, Contracts, Section 214(c), Comment b. Ultimately, Judge Resnick found as a fact that the parties intended Hall to provide or perform all repairs necessary to obtain the certifications required by the FHA. R.8,11,98-100.

The record supports the trial judge's determination. As the finding is not clearly erroneous it will not be disturbed here.

Hall challenges the relief ordered by the trial judge. At the outset, Priest's real estate agent, Cassell, informed the trial court that "[w]e are not really interested in getting any money, or -- we're just interested in having the people -- the contractors do what they agreed to do. Supply the certifications that they had agreed to --..." R.19. But a later colloquy reveals that Priest did ultimately request monetary relief.

Mr. Cassell: -- we don't want -- we don't want any money

Court: Well -- well, you're in the wrong court.

Mr. Cassell: We just [sic] him to supply --

Court: You go to the Circuit Court when you want what we call specific performance. That's where you want him to go in and do the work. That's called equity court. This court is for money.

Mr. Cassell: O Kay. Now I guess we want to have that -- what we need to do then, if we need to have the money --

Court: Unless you --

Mr. Cassell: -- to get the job done --

Court: -- unless you want me to do this --

Mr. Cassell: -- then we want the money.

Court: -- hold it. I can make an award on money and I'm prepared to do it right now.

R.84-85.

Based on the foregoing, Judge Resnick awarded Priest the full contract price. In so doing, the trial judge failed to

state his reasons for awarding the particular amount in question. Although Judge Resnick properly found Hall to have breached the contract, no evidence was ever offered by Priest as to the actual damages or costs he incurred as a result of the breach. Moreover, the record is simply unclear as to whether the district judge considered or applied the substantial performance doctrine with respect to the issue of damages.

In a case like the one at issue here, the substantial performance doctrine permits recovery under the contract, less allowance for deviations, where the builder, in good faith, has substantially performed his obligation under the contract. See, Della Ratta, Inc. v. Amer B. Com. Dev., 38 Md. App. 119, 134 (1979) and cases cited therein. The principal is designed to prevent hardship to the builder; under appropriate circumstances, his labor and material are not forfeited and the owner is not unjustly enriched. Gamble v. Woodlea Construction Co., Inc., 246 Md. 260 (1967).

What the Court of Appeals said in Della Rata, Inc., supra, is pertinent here:

The hardship of the rule requiring strict performance when applied to a contractor who, in good faith, has substantially performed compared to the inequitable advantage that it gives to an owner who receives and retains the benefit of the contractor's labor and material, has led to a qualification that the contract price, less allowance to the owner for deviations, may be recovered. The question of whether there has been substantial compliance and whether a deviation from contract requirements is willful or justified, is ordinarily or question for the trier of the facts.

Della Ratta, Inc. v. Amer. B. Com. Dev., supra, 38 Md. App. at

135, citing Evergreen Amusement Corp. v. Milstead, 206 Md. 610, 621 (1955) (Emphasis supplied).

Accordingly, this case shall be remanded for further fact finding and conclusions of law as to damages only, consistent with this opinion. On remand, testimony and evidence shall be heard on the following:

- (1) Costs, damages and/or expenses actually incurred by Priest as a result of Hall's breach;
- (2) the applicability of the substantial performance doctrine, to include consideration of the extent to which Priest received benefits under the contract or value as a result of Hall's labor and material.

For all of the foregoing reasons, it is this 14th day of August, 1992, by the Circuit Court for Baltimore City,

ORDERED that the judgment of the District Court in favor of Appellee is affirmed in part, and reversed in part; the matter is REMANDED for further fact finding consistent with this opinion.

Costs to be paid equally by Appellant and Appellee.


Ellen L. Hollander, Judge

cc: Mr. Lowell Hall
Herschel D. Milliken, Esquire

PROPOSAL

Exhibit (a)

James Blackstone
(301) 657-4782
Lic. #26167

Lowell Hall
(301) 721-2790

To James Priest
Address 306 W. Hilton Street
Baltimore, Maryland 21227

Date January 24, 1990

We propose to:

#1. To make certification stated herein stated:

- A. To submit certification by licensed ~~pest control~~ operator.
- B. To submit certification by licensed contractor on plumbing, heating and electricity.
- C. Submit evidence that the roof is in sound waterproof condition.
- D. Submit certification of inspection for defective paint surfaces.

#2 To repair all items stated below as specified.

- A. Basement interior wall, ceiling, woodtrim surfaces where flaking.
- B. Piping along basement walls and ceiling.
- C. Exterior woodtrim (including trim behind storm equipment).
- D. Kitchen radiator.
- E. Front porch ceiling.
- F. Interior window sills of front and middle bedrooms.
- G. Exterior metal trim and cornices of both front porch and main roofs (including porch and windows bars). SEE ADDENDUM:

We hereby propose to furnish labor and materials- complete in accordance with the above specifications, for the sum of:

Three Thousand Eight Hundred dollars (\$ 3,000) with payment to be made as follows:

to be paid half to start, and the remainder upon completion of project.

All materials is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

NOTE: This proposal will be withdrawn by us if not accepted within 30 days.

Authorized Signature

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted: Date 1-25-90 Signature X James G. Priest
(Customer signs here)

Exhibit 1 (b)

Addendum
306 N. Hilton
Baltimore, Maryland
21229

- #3 To repair all items stated below as specified.
- A. Install handrails along front porch and interior basement steps
 - B. Repair and plaster water damaged walls and ceilings.
 - C. Secure basement rear storm window.
 - D. Properly have termite damaged door trim in basement inspected by HUD inspector to determine extent of damaged and proper course of repair.

was inspected
by Tony Bendet
from Orkin

Note: Will have someone else to do the work - Orkin's price too high

15-1990 — Rechecked information concerning inspection on furnace from this inspection
It was not on the sheet - don't have to worry about it

PRESIDING JUDGE *Hollander*

COURTROOM CLERK *Lotz*

STENOGRAPHER *Dej*

ASSIGNMENT FOR TUESDAY JUNE 09, 1992

CASE NUMBER - 91303043
CASE TITLE - HALL VS PRIEST CL139426 CL
CATEGORY - APPEAL FROM DISTRICT COURT - ON RECORD (REVIEW FACTS FROM DIST CT
PROCEEDING - COURT TRIAL - FAST TRACK

MILLIKEN, HERSCHEL
HALL, LOVELL

DEFENSE ATTORNEY 383-6500
PLAINTIFF

TYPE OF PROCEEDING: (___) JURY () NON-JURY (___) OTHER

DISPOSITION (CHECK ONE)

- (___) SETTLED (___) CANNOT SETTLE (___) NEXT COURT DATE
- (___) VERDICT (___) REMANDED () NON PROS/DISMISSED
- (___) JUDGEMENT NISI (___) ORDER/DECREE SIGNED (___) OTHER
- (___) JUDGEMENT ABSOLUTE (___) ORDER/DECREE TO BE SIGNED
- (___) POSTPONED (___) MOTION GRANTED
- () SUB CURIA (___) MOTION DENIED

PLEASE EXPLAIN:

JUDGE SIGNATURE _____ DATE _____



DISTRICT COURT OF MARYLAND FOR.....

City/County

Located at Case No. 11136-91

Court Address

Mr. James Priest

Lowell Hall, et al

Plaintiff

Defendant

Address

VS.

Address

Telephone

Telephone

Contained herein are exhibits in the above entitled case.

Plaintiff:

- Exhibit 1.....
Exhibit 2.....
Exhibit 3.....
Exhibit 4.....
Exhibit 5.....
Exhibit 6.....
Exhibit 7.....

Defendant:

- Exhibit 1.....
Exhibit 2.....
Exhibit 3.....
Exhibit 4.....
Exhibit 5.....
Exhibit 6.....
Exhibit 7.....

PROPOSAL

James Blackstone
(301) 657-4782
Lic. #26167

Lowell Hall
(301) 521-2590

To James Priest

Address 306 N. Hilton Street

Baltimore, Maryland 21229

Date January 24, 1990

We propose to:

#1 To make certification stated herein stated:

- A. To submit certification by licensed pest control operator.
- B. To submit certification by licensed contractor on plumbing, heating and electricity.
- C. Submit evidence that the roof is in sound waterproof condition.
- D. Submit certification of inspection for defective paint surfaces.

*Void
void
except for
Warranty
void*

*see Note ed
VC sheet*

#2 To repair all items stated below as specified.

- A. Basement interior wall, ceiling, woodtrim surfaces where flaking.
- B. Piping along basement walls and ceiling.
- C. Exterior woodtrim (including trim behind storm equipment).
- D. Kitchen radiator.
- E. Front porch ceiling.
- F. Interior window sills of front and middle bedrooms.
- G. Exterior metal trim and cornices of both front porch and main roofs (including porch and windows bars). SEE ADDENDUM:

We hereby propose to furnish labor and materials- complete in accordance with the above specifications, for the sum of:

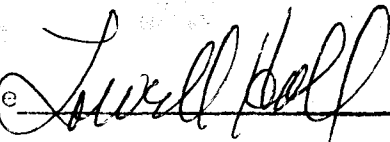
Three Thousand Eight Hundred dollars (\$ 3,000) with payment to be made as follows:

To be paid half to start, and the remainder upon completion of project.

All materials is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

NOTE: This proposal will be withdrawn by us if not accepted within 30 days.

Authorized Signature



Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted: Date 1-25-90

Signature X James A. Priest

(customer signs here)

Addendum
306 N. Hilton
Baltimore, Maryland
21229

#3 To repair all items stated below as specified.

- A. Install handrails along front porch and interior basement steps
- B. Repair and plaster water damaged walls and ceilings.
- C. Secure basement rear storm window.
- D. Properly have termite damaged door trim in basement inspected by HUD inspector to determine extent of damaged and proper course of repair.

was inspected
By Tony Bennett
from orkin

Note: Will have someone else to do the work - orkin's price too high

1-25-1990 - Removed information concerning inspection on furnace from this sheet.
It was not on VC sheet - don't have to worry about it.

Proposal

SPECIFICATIONS AND ESTIMATE

No.

Page No.

Pages

Stone work construction

Building Plumbing & all time

construction

Phone - 276-4373

PROPOSAL SUBMITTED TO

STREET

CITY, STATE AND ZIP CODE

ARCHITECT

DATE OF PLANS

We hereby propose to furnish materials and labor necessary for the completion of:

Remove Galvanized water pipes in base ment

Replace with new copper water lines

Price includes all labor & material -

Estimate received from contractors that did work for century - 21

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Three Hundred Dollars

dollars (\$ 300)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within

21 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date of Acceptance:

Signature

U.S. Department of Housing and Urban Development
Baltimore Office

Valuation Condition Sheet

Rec: 11/3/89

Address of Property

Appraiser
Robert L. Burkett

Case No.
241-259065-9

306 N. Hilton Street

I.D. # 2072

Date: 11/16/89

The following special conditions and/or repair requirements checked below are hereby made a part of the attached Conditional Commitment/Direct Endorsement Statement of Appraised Value. The Estimated Cost of Repairs (does not include work that may be required as a result of certifications or reports required by this commitment) \$ 2,500

ALL WORK MUST BE COMPLETED IN A PROFESSIONAL MANNER AND SATISFIED PRIOR TO CLOSING

VC-1 WOOD INFESTATION AND SOIL POISONING

Submit certification by a licensed pest control operator that the dwelling and accessory structures are free from wood destroying insect infestation and that any damage having resulted from such infestation has been repaired. This certification is to be submitted on FORM HUD-92053 (Existing) or HUD-92052 (Proposed). Soil poisoning may be acceptable if it conforms with 24 CFR Part 200.926d.

VC-2 MECHANICAL EQUIPMENT

- A.) Utilities were turned off (water, plumbing, heating, electricity). Reinspection is required by the appraiser when utilities are put back in service. Additional conditions may be required after reinspection.
- B.) Submit evidence from a licensed contractor that the plumbing, heating, electrical system(s) are in safe operable condition. This certification is required because Leaking Basement tub faucet, defective basement flush, water stains along dining room ceiling.
- C. Install ducts or radiation to all rooms connected to existing heating unit (Box in ducts). Electric baseboard on own circuit with thermostat (not plug in) is acceptable, when properly installed.

VC-3 EXTERIOR MAINTENANCE

- A. Replace damaged or missing gutters, downspouts and elbows or scrape and paint gutters, downspouts and elbows with two coats of exterior paint.
- B. Install splash blocks at
- C. Replace all rotted, deteriorated, cracked and missing areas with new matching material. All wood to be primed and repainted to equal two coats of paint which shall include at least one continuous coat.

VC-4 ROOFING REQUIREMENTS

- A. Submit evidence from a licensed contractor that the roof is in sound waterproof condition. Moisture stains along bedroom ceilings.
- B. Replace damaged and missing shingles with equal quality and color blend.
- C. Replace roof on entire house/garage. If existing sheathing is used, roofer must guarantee that the sheathing is sound. A third layer of shingles is not acceptable. Submit 10-year transferable guarantee with closing papers.

VC-5 PAINTING

Scrape, sand, and prime all areas that are peeled or blistered.

WELLING:

GARAGE:

VC-6 WELL (INDIVIDUAL WATER SUPPLY)

Submit documentation of approval of the existing water supply by the local authority or by a state certified laboratory. Documentation of approval must conform to ML 87-16.

VC-7 SEPTIC SYSTEM

- A. Submit letter from the purchaser that he/she is aware that the subject is on a septic system and that it is acceptable to them.
- B. Submit report by a licensed disposal contractor that the septic system has been fully examined and that it is functioning properly.

VC-8

WATERPROOFING

Submit certification by a waterproofing specialist that the condition(s) causing the wet (basement)/(crawl space) have been corrected. Enter description of area

VC-9

REMOVAL OF KITCHEN EQUIPMENT

Remove kitchen equipment from Pipe from rear bedroom floor, cap pipes below floor, seal openings, redecorate walls, ceiling and repair flooring.

VC-10

ZONING REQUIREMENTS

Prior to issuance of mortgage insurance endorsement, furnish statement of approval from the local Department of Building Inspections and/or local Zoning Department that the dwelling is in conformity with their requirements for a two or more unit building.

VC-11

DEFECTIVE WINDOWS AND DOORS

Refit, replace and/or adjust defective doors and windows to operate properly. Areas to be corrected are Exterior rear basement step cover door.

VC-12

PUBLIC WATER AND SEWER CONNECTION

Public water and sewer is available. Submit evidence that the property has been connected to public (water)/(sewer) mains and that all costs coincidental to this connection have been paid in full.

VC-13

PRIVATE STREET/ROAD MAINTENANCE

Provide evidence that (street)/(road) is protected by a permanent easement and that there is an acceptable maintenance agreement.

VC-14

PROPOSED CONSTRUCTION COMPLIANCE

Complete all proposed work in accordance with plans and specifications submitted in support of the application. All work to comply with Codified Requirement 24, CFR Part 200.926d and local codes.

VC-15

CERTIFICATION OF INSPECTION FOR DEFECTIVE PAINT SURFACES

All appraisals of dwellings constructed prior to 1973 must be inspected for defective paint on all interior surfaces and accessible exterior surfaces up to five feet from the ground which are readily accessible to children under seven years of age. Exterior surfaces include fences, garages, storage sheds, and other appurtenant structures. Defective paint is defined as cracking, scaling, chipping, peeling, or loose.

A. I certify that the above property was visually inspected by me on the above date and my inspection revealed the following: *Robert T. Brubaker*

() No defective paint surfaces found.

() Correct all cracking, scaling, chipping, peeling or loose paint on or at See Attached Addendum

B. Treatment necessary to eliminate immediate hazards of DEFECTIVE PAINT shall, at a minimum, consist of the covering or removal of defective paint surfaces. Covering may be accomplished by such means as adding a layer of gypsum wallboard or fiberglass cloth barrier to the wall surface. Depending on the condition of the wall, wallpaper (which is permanently attached and not easily stripable) may be used. Covering or replacing trim surfaces is also permitted. Paint removal may be accomplished by such methods as scraping, heat treatment (infra red or coil type heatguns), or chemicals. Washing and repainting without thorough removal of covering does not constitute adequate treatment. Machine sanding and use of propane torches are not permitted. Under no circumstances, are escrow procedures allowed for the treatment of defective paint surfaces.

C. LEAD BASED PAINT POISONING NOTICE

All purchasers of properties constructed prior to 1978 must be given the lead based paint poisoning notice.

VC-16

OTHER CONDITIONS

See Attached Addendum

VC-15

- A. Basement interior wall, ceiling, woodtrim surfaces where flaking.
- B. Piping along basement walls and ceiling.
- C. Exterior woodtrim (including trim behind storm equipment).
- D. Kitchen radiator.
- E. Front porch ceiling.
- F. Interior window sills of front and middle bedrooms.
- G. Exterior metal trim and cornices of both front porch and main roofes. (including porch and window bars)

VC-16

- A. Install handrails along front porch and interior basement steps.
- B. Repair and redecorate defective and water damaged wall and ceiling plaster of all bedrooms.
- C. Properly have termite damaged door trim in basement inspected by HUD inspector to determine extent of damage and proper course of repair.
- D. Secure basement rear storm window.

1/22/90

THIS IS AUTHORIZATION FOR MR LUMBU
HARRIS TO INSPECT 306 N. HILTON ST. FOR
THE PURPOSES OF ESTIMATING REPAIRS AND/OR
COSTS FOR THE SAME

MICHAEL CASSELL
[Signature]
Agent for owner



PROGRESSIVE REAL ESTATE, INC.
8419 Liberty Road, Corner Courtleigh Drive
Baltimore, Maryland 21207
Business (301) 922-1222
Toll Free 1-800-722-2279



MICHAEL CASSELL, CRB, CRS, GRI, CREA

Broker/Owner
Certified Real Estate Appraiser

Each Office is Independently Owned and Operated

Contractor, Clifford Blackstone, would have provided this certification for heat. But, did not provide when Mr. Cassell - refused the work.

HEATING CERTIFICATION

Contractors Name: Stave work Const. License Number 36845

Address: 428 S Lazerue Ave

A qualified Mechanic employed by this firm has inspected the heating system of the dwelling located at: 306 N Hilton St.

- M 1. This inspection reveals that the heating system is functioning properly and is capable of furnishing adequate heat for the dwelling.
- M 2. The following repairs were considered necessary and were complete in a workmenlike manner. (List Repairs)
- 1 / 3. The following new equipment was considered necessary, and installed in a workmenlike manner. A written warranty (if appropriate) has been furnished the mortgagee for delivery to the purchaser of this property. (List equipment replaced)
- M 4. This inspection reveals the following deficiencies requiring correction:

I certify that I am authorized of sign this certification on behalf of Stave work Const. and that, by the signature hereinafter made _____ is duly bound under the terms and conditions of the certification.

I further certify that I have no interest, present or prospective, in the property, buyer, seller, broker, mortgagee or other party involved in the transaction. This inspection covers the condition of the system as of this date only;

Date: Feb 3, 1990

Signature: [Signature] Title: Contractor

WARNING: Section 1010 of Title 18, U.S.C., "Federal Housing Administration Inspection," provides: "Whoever, for the purpose of - influencing in any way the action of such Administration - makes, passes, utters, or publishes any statement, knowing the same to be false - shall be fined not more that \$5,000 or imprisoned not more than two years, or both." Other Federal Statutes provide severe penalties for any fraud as intentional insurance or the making of any loan by the Administrator for Veterans Affairs.

COMMENTS: Rebuild combustion chamber
Replace Broken Hinge and Furnace Cleanouts
Remove foam Reseal 25besoc covering Furnace.

Copy obtained from contractors

PLUMBING CERTIFICATION

Company: Stewart Contractors
Contractor's Name: Clifford Blackstone
Address Of Company: 428 N. Lorcene
License Number: 36845
Phone Number: 276-4373

A qualified PLUMBER employed by this firm has carefully inspected the PLUMBING SYSTEM of the dwelling located at:

306 N. Hillen St
Baltimore, Md 21229

- 1. The inspection reveals that:
 - (a) The PLUMBING system is consistent with the code enforcement standards applicable to this jurisdiction.
 - (b) All fixtures operate properly.
 - (c) The piping appears to be in sound condition.
 - (d) The water heater functions satisfactorily, and is equipped with properly installed temperature and pressure relief valve.
- 2. The following repairs were considered necessary and have been completed in a workmanlike manner. (list repairs) Repaired leaking subdrain, Repair defective basement, flush + remove pipe from bedroom floor.
- 3. The following equipment has been replaced, using good quality new material, installed in a workmanlike manner, and a written warranty (if appropriate) has been furnished to the mortgagee for delivery to the purchaser of this property. (List equipment replaced)
- 4. This inspection reveals the following deficiencies requiring correction:
- 5. Estimated Cost \$ 200.00

I certify that I am authorized to sign this report on behalf of Stewart Contractors and that, by the signature hereinafter made, Clifford Blackstone is duly bound under the terms and conditions of this report.

I further certify that I have no interest, present or prospective, in the property, buyer, seller, broker, mortgagee and any other party involved in this transaction. Only the condition of the system as of this date is warranted by this inspection.

Date: 2/1/90
Signature: [Signature]
Title: Sub-Contractor
License Number: 36845

PLUMBING CERTIFICATION

Company: Stewart Contracting
Contractor's Name: Clifford Blackstone
Address Of Company: 438 N. Lincoln
License Number: 36845
Phone Number: 276-4373

A qualified PLUMBER employed by this firm has carefully inspected the PLUMBING SYSTEM of the dwelling located at:

326 N. Hill St
Baltimore, Md 21229

- 1. The inspection reveals that:
 - (a) The PLUMBING system is consistent with the code enforcement standards applicable to this jurisdiction.
 - (b) All fixtures operate properly.
 - (c) The piping appears to be in sound condition.
 - (d) The water heater functions satisfactorily, and is equipped with properly installed temperature and pressure relief valve.
- 2. The following repairs were considered necessary and have been completed in a workmanlike manner. (list repairs) Repaired leaking subfloor, Repair defective basement, flush + remove pipe from bedroom floor.
- 3. The following equipment has been replaced, using good quality new material, installed in a workmanlike manner, and a written warranty (if appropriate) has been furnished to the mortgagee for delivery to the purchaser of this property. (List equipment replaced)
- 4. This inspection reveals the following deficiencies requiring correction:
- 5. Estimated Cost \$ _____

I certify that I am authorized to sign this report on behalf of Stewart Contracting and that, by the signature hereinafter made, Clifford Blackstone is duly bound under the terms and conditions of this report.

I further certify that I have no interest, present or prospective, in the property, buyer, seller, broker, mortgagee and any other party involved in this transaction. Only the condition of the system as of this date is warranted by this inspection.

Date: 2/1/90
Signature: [Signature]
Title: Sub-Contractor
License Number: 36845

ELECTRICAL REPORT

Company: _____
Contractor's Name: _____
Address Of Company: _____
License Number: _____
Phone Number: _____

A qualified ELECTRICIAN employed by this firm has inspected the ELECTRICAL system of the dwelling located at:

306 N Hillon
Baltimore, Md 21229

- 1. This inspection reveals that this system is consistent with the code enforcement standards applicable to this jurisdiction; that all visible wiring is properly installed and is in good condition and that the service is adequate for the connected load.
- 2. The following repairs were considered necessary and have been completed in a workman like manner. (List repairs made.)
- 3. The following equipment has been replaced using good quality new material, installed in a workman like manner, in accordance with the local code, and a written warranty (if appropriate) has been furnished to the mortgagee for delivery to the purchaser of this property. (List equipment replaced)
- 4. This Inspection reveals the following deficiencies requiring correction:
- 5. Estimated Cost \$ _____.

I certify that I am authorized to sign this report on behalf of _____ and that, by the signature hereinafter made, _____, is duly bound under the terms and conditions of this report.

I further certify that I have no interest, present or prospective in the property, buyer, seller, broker, mortgagee and any other party involved in this transaction. Only the condition of the system as of this date is warranted by this inspection.

Date: _____
Signature: _____
Title: _____
License Number: _____

BUILDING _____

SHEET NO. _____

LOCATION 306 N Hilton Str.

DATE Feb 4, 1920

ARCHITECT _____

BY _____

Contractor: Stonework Construction

I certify that the plumbing at above mentioned
dwelling is of a sound and operable condition

36845

^{Contractor}
Clifford

PX2

ROOFING REPORT

Company: Shorewood Contracting
Contractor's Name: Clifford Blackstone
Address Of Company: 428 N. Wallace
License Number: 36825
Phone Number: 276-4373

A qualified ROOFER employed by this firm has carefully inspected the ROOF of the dwelling located at :

306 N. Walnut
Bethesda, Md. 20834

- 1. This inspection reveals that the ROOF and ROOF CONVERING is in satisfactory condition with no evidence of leaks.
- 2. The following repairs were considered necessary and have been completed in a workman like manner. (List repairs made)
- 3. This dwelling has been RE-ROOFED using the following materials:

The ROOFING was applied in a worklike manner and a written warranty has been furnished the mortgagee for delivery to the purchaser of this property.

- 4. This inspection reveals the following deficiencies requiring correction:
- 5. Estimated Cost \$ 0.00.

I certify that I am authorized to sign this report on behalf of Shorewood Contracting and that, by signature hereinafter made, Clifford Blackstone, is duly bound under the terms and conditions of this report.

I further certify that I have no interest, present or prospective, in the property, buyer, seller, broker, mortgagee or other party involved in this transaction. Only the condition of the system as of this date is warranted by this inspection.

Date: _____
Signature: [Signature]
Title: Contractor
License Number: 36825

SUMMIT TITLE COMPANY

A. Settlement Statement

U.S. Department of Housing
and Urban Development



OMB No. 2502-0265 (Exp. 12-31-86)

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		102609BA		

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower Helen Moore	E. Name and Address of Seller Alfred Priest	F. Name and Address of Lender Developers Mortgage Corporation 1301 York Road, Suite 300 Heaver Plaza Lutherville, MD 21093
--	--	--

G. Property Location No. 306 North Hilton Street Baltimore, Maryland 21229 Baltimore City, MD Leasehold - Subject to rent of \$96.00 due on the 12th days of Feb. and Aug. in each and every year.	H. Settlement Agent SUMMIT TITLE COMPANY Place of Settlement 40 W. Chesapeake Avenue Suite 502 Towson, Maryland 21204	I. Settlement Date February 21, 1990
--	---	---

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price	36,900.00	401. Contract sales price	36,900.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	4,046.52	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes 2/21 to 6/30	267.24	406. City/town taxes 2/21 to 6/30	267.24
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. Payoff		409.	
110. Payoff		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	41,213.76	420. Gross Amount Due To Seller	37,167.24
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money	500.00	501. Deposit	500.00
202. Principal amount of new loan(s)	38,300.00	502. Settlement charges to seller (line 1400)	4,805.82
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff VERMONT FEDERAL	2,591.04
205.		505. Payoff - JUDGEHIST - BERTHA WEST	731.25
206. Closing fees from seller		506. Closing fees from seller	
207.		507. Release fee to lender	
208.		508. Federal Express Mtg. Payoff	30.00
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213. Ground rent 2/12 to 2/21	4.86	513. Ground rent 2/12 to 2/21	4.86
214. Open metered water		514. Open metered water 1/23	119.14
215. Metered water 1/23 to 2/21	8.96	515. Metered water 1/23 to 2/21	8.96
216. Interest to		516. Interest to	
217.		517. ALLEY PAVING LIES	227.54
218.		518. INHERITANCE TAX	3,690.00
219.		519. 3 yrs GROUND RENT ESCROW	288.00
220. Total Paid By/For Borrower	38,813.82	520. Total Reduction Amount Due Seller	12,696.61
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	41,213.76	601. Gross amount due to seller (line 420)	37,167.24
302. Less amounts paid by/for borrower (line 220)	38,813.82	602. Less reductions in amt. due seller (line 520)	(12,696.61)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	2,399.94	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	24,470.63

L. Settlement Charges				Paid From Borrowers Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price \$ 36,900 @ 8 % = 2952.00					
Division of Commission (line 700) as follows: plus 1 G. Rent 48.00					
701. \$ to 7300.00					
702. \$ to					
703. Commission paid at Settlement Less Deposit held by Broker # 500					2500.
704.					
800. Items Payable In Connection With Loan					
801. Loan Origination Fee 1 %			369.00		
802. Loan Discount 1 %					383.00
803. Appraisal Fee 4200 to			P.O.C.		
804. Credit Report 48 to P.O.C. UPDATE			38.00		
805. Lender's Inspection fee (2)					100.00
806. Document Preparation					100.00
807. Assumption fee					
808. VA funding fee					
809. Tax Service fee					
810. Post Closing Fee					
811.					
900. Items Required By Lender To Be Paid In Advance					
901. Interest from 2/21 to 2/28 @ \$ 9.1817/day			73.48		
902. Mortgage Insurance Premium for FHA months to			1402.20		
903. Hazard Insurance Premium for years to					
904. Mortgage payment due years to					
905. Escrow Shortage					
1000. Resorvos Deposited With Londer					
1001. Hazard Insurance 2 months @ \$ 17.83 per month			35.66		
1002. Mortgage insurance months @ \$ per month					
1003. City property taxes 10 months @ \$ 62.58 per month			625.80		
1004. County property taxes months @ \$ per month					
1005. Annual assessments months @ \$ per month					
1006. Ground rent 2 months @ \$ 8.00 per month			16.00		
1007. Imp. Levy months @ \$ per month					
1008. months @ \$ per month					
1100. Title Charges					
1101. Settlement or closing fee to					
1102. Abstract or title search to	Summit Title Company		350.00		
1103. Title examination to					
1104. Title Insurance binder to	Summit Title Company				
1105. Document preparation to	Summit Title Company		200.00		
1106. Notary fees to	Summit Title Company				
1107. RECORDING SERVICES					
1108. Title Insurance to Title Insurance Underwriter			221.50		
(includes above items numbers: 1109 & 1110 Inc. 8.1 End.)					
1109. Lender's coverage 38'300 \$ 172.50					
1110. Owner's coverage 38'300 \$ 49.00					
1111. Judgment Report(s)			48.00		
1112. Lien Certificate(s) Baltimore City (2)			56.00		
1113. photocopies Baltimore City			30.00		
1200. Government Recording and Transfer Charges					
1201. Recording fees: Deed \$ 20.50 ; Mortgage \$ 25.50 ; Releases \$			56.00		
1202. City/county/stamps: Deed \$; Mortgage \$ 211.75			105.88	105.87	
1203. State tax/stamps: Deed \$ 34.50 ; Mortgage \$			17.25	17.25	
1204. City/County Transfer Tax \$ 553.50			276.75	276.75	
1205. Courier fee				45.00	
1300. Additional Settlement Charges					
1301. Survey to Jenglay Engineering			125.00		
1302. Pest Inspection to H.C. Westray					395.00
1303. Prepare, Procure and Record Release(s)					145.00
1304.					
1306. 1989/90 Real Estate taxes to Baltimore City					797.95
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			4046.52		4805.82

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I hereby certify that I have received a copy of the HUD-1 Settlement Statement. We agree that settlement is made subject to further adjustment between all parties in the event of any errors.

Borrowers

Sellers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

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STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

WILLIAM A. FOGLE, JR.
Secretary

MARIO W. FRANCIOLI
Commissioner



Department of Licensing and Regulation
Division of Occupational and Professional Licensing
REAL ESTATE COMMISSION OF MARYLAND

8th FLOOR
501 ST. PAUL PLACE
BALTIMORE, MARYLAND 21202-2272
(301) 333-6230

A Regulator Helping People

April 8, 1991

Mr. Michael A. Cassell, Broker
Century 21-Progressive Real Estate
8419 Liberty Road
Baltimore, Maryland 21207-3133

RE: Case No: 90-RE-383

Dear Mr. Cassell:

Thank you for dropping off the Court Papers which Doctor Priest filed against Lowell Hall and James Blackston..

Perhaps the Court action will force the contractors to complete the repair work that supposed to be done on Ms. Moore home which she purchased from Doctor Priest.

As you stated in your letter, keep me apprized of all developments and please send me a copy of judges order.

Sincerely,

R. B. Helinski

Richard B. Helinski, Executive Director
Investigative Services
Maryland Real Estate Commission

RBH:is

cc: Ms. Helen Moore

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

WILLIAM A FOGLE, JR.
Secretary

MARIO W. FRANCIOLI
Commissioner



Department of Licensing and Regulation
Division of Occupational and Professional Licensing
REAL ESTATE COMMISSION OF MARYLAND

8th FLOOR
501 ST PAUL PLACE
BALTIMORE, MARYLAND 21202-2272
(301)333-6230

A Regulator Helping People

April 4, 1991

Ms. Helen Moore
306 North Hilton Street
Baltimore, Maryland 21229

RE: Helen Moore
vs.
Century 21/Progressive
Real Estate
Case No: 90-RE-383

Dear Ms. Moore:

The Real Estate Commission has received your letter regarding the civil case which was in appropriately filed by Mr. Michael Cassell against Lowell Hall contractor.

Please be advised Dr. James Priest, the seller has refiled civil charges against Mr. Hall for repairs and work left incomplete in our residence.

The Commission Panel has reviewed your complaint, however due to the fact the complaint has been submitted to the District Court of Maryland, for litigation the Commission will hold your complaint pending until the case has been heard and adjudicated. By letter the Commission is requesting that Mr. Michael Cassell or Doctor Priest provide the Commission with judges order and we will again review your complaint.

If you have any additional information to provide, please refer to Case No 90-RE-383.

Sincerely,

A handwritten signature in cursive script that reads "R. B. Helinski".

Richard B. Helinski, Executive Director
Investigative Services
Maryland Real Estate Commission

RBH:is
cc: Mr. Michael A. Cassell, Broker

PROPOSAL

James Blackstone
(301) 627-4782
Lic. #20167

Lowell Hall
(301) 721-2790

To James Priest
Address 306 N. Hilton Street
Baltimore, Maryland 21229

Date January 24, 1990

We propose to:

#1 To make certification stated herein stated:

- A. To submit certification by licensed pest control operator.
- B. To submit certification by licensed contractor on plumbing, heating and electricity.
- C. Submit evidence that the roof is in sound waterproof condition.
- D. Submit certification of inspection for defective paint surfaces

#2 To repair all items stated below as specified.

- A. Basement interior wall, ceiling, woodtrim surfaces where flaking.
- B. Piping along basement walls and ceiling.
- C. Exterior woodtrim (including trim behind storm equipment).
- D. Kitchen radiator.
- E. Front porch ceiling.
- F. Interior window sills of front and middle bedrooms.
- G. Exterior metal trim and cornices of both front porch and main roofs (including porch and windows bars). SEE ADDENDUM:

We hereby propose to furnish labor and materials- complete in accordance with the above specifications, for the sum of:

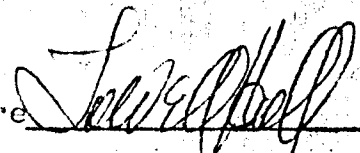
Three Thousand Eight Hundred dollars (\$ 3,000) with payment to be made as follows:

To be paid half to start, and the remainder upon completion of project.

All materials is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

NOTE: This proposal will be withdrawn by us if not accepted within 30 days.

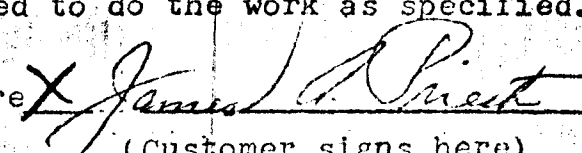
Authorized Signature



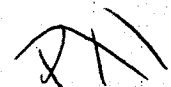
Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted: Date _____ Signature _____



(Customer signs here)



Addendum
306 N. Hilton
Baltimore, Maryland
21229

#3 To repair all items stated below as specified.

- A. Install handrails along front porch and interior basement steps
- B. Repair and plaster water damaged walls and ceilings.
- C. Secure basement rear storm window.
- D. Properly have termite damaged door trim in basement inspected by HUD inspector to determine extent of damaged and proper course of repair.

306 North Hilton St
Baltimore, Md 21229
May 25, 1990

Century 21
Progressive Real Estate Inc.
8419⁰ Liberty Road
Baltimore, Md 21207-3133

Attention: Michael Cassell

Enclosed are 3 copies of bills
that I feel are your responsibility
to pay.

Please submit your certified
check or money order to me
within 7 days to avoid further
publicity, claims against your office
and legal actions.

These repairs need to be done
immediately, especially the furnace,
so that my homeowner's
insurance will not be cancelled.

Sincerely yours,

Proposal

Page No.

of

Pages



CARROLL INDEPENDENT FUEL CO.

2700 Loch Raven Rd., Baltimore, MD 21218
Baltimore 235-1066 FAX # 235-3842
Laurel 776-4323 ESL #62774824

PROPOSAL SUBMITTED TO

PHONE

DATE

HELEN MOORE

MAY 21, 1990

STREET

JOB NAME

306 NORTH HILTON STREET

CITY, STATE AND ZIP CODE

JOB LOCATION

BALTIMORE, MARYLAND 21229

SALESMAN

DATE OF PLANS

JOB PHONE

DOUGLAS PHELPS

We hereby submit specifications and estimates for:

REMOVE EXISTING BOILER AND INSTALL A NEW BURNHAM PV74 BOILER-BURNER
UNIT COMPLETE WITH NEW BURNER AND CONTROLS

QUOTE: \$3,025.00

BECAUSE THE OLD BOILER IS COATED ASBESTOS WE NEED TO GET A SEPARATE
FIGURE ON THE DISPOSAL OF THIS MATERIAL.
PRICE USUALLY RUNS ABOUT \$700.00

*Please Note: Acceptance of Proposal is contingent upon
credit application being approved by CIF.

We propose hereby to furnish material and labor—complete in accordance with above specifications, for the sum of:

dollars (\$ _____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature

Acceptance of Proposal—The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____



Orkin Exterminating Company, Inc. Subterranean Termite Agreement

45880542

Does Not Protect Against Formosan Termites

SC

RZ

Owner's Name (To appear on Guarantee) Maure
306 W 11th St
Date of Transaction 2-29

Street Address (To appear on Guarantee) (Treated Premises)
Balto MD 21229
State Zip Code

Home Phone (Area Code) _____ Business Phone (Area Code) _____

Type of Structure Consumer Commercial
Contract Contract

(I/We) is/are to treat my building at the above address described in the attached Inspection/Treating Report for: prevention, presumptive evidence, control of Subterranean termites.

CONTINUOUS PROTECTION GUARANTEE
 Full Renewable Subterranean Termite Home Ownership Repair Guarantee (OR)
 Limited Lifetime Renewable Subterranean Termite Re-Treatment Guarantee (LC)
 Pre-treat Guarantee (PO): (Same as OR)
 No Guarantee Issued

IMPORTANT: Please refer to the back of this page for the explanation of the Guarantee to be issued.

I receive my Guarantee after completion of ORKIN's initial treatment. My Guarantee will cover my building described in the attached Inspection/Treating Report and will be subject to and governed by this Agreement, including the explanation of the Guarantee and the attached Terms and Conditions appearing on the back of this page. My Guarantee will become effective when I pay the initial charges for treatment and any related services I might incur, and after that for as long as I pay my annual renewal payment on or before each anniversary date of this Agreement.

TERMINATION: ORKIN's offer to perform these services in accordance with the terms, conditions and price stated in this Agreement shall expire if not accepted within 30 days.

REGULATORY: All termiticides are registered by the Environmental Protection Agency. It is ORKIN's policy to apply termiticide only as directed on the label authorized by appropriate government agency. I have received a booklet regarding termiticides, and understand that ORKIN will use an approved registered termiticide to treat my home. (INITIALS) _____

RENEWAL INCREASE: My annual renewal payment currently is \$_____. This amount may be increased by ORKIN by giving me written notice before the renewal date. My annual renewal payment may be increased not more than 10% per year or the annual rate of inflation (as measured by the Consumer Price Index), whichever is greater. If ORKIN does not increase my annual renewal payment in any one or more years, at the next increase ORKIN may include any amount it would have been permitted to increase in that prior year or period of years.

INSPECTION: So long as my Guarantee is effective, ORKIN will reinspect my premises if ORKIN believes it necessary, or annually if I request it. No failure on my part to request inspection shall affect my rights under this contract. I agree to make my building and premises available for ORKIN's reinspection.

IMPORTANT: I have read the explanation of the Guarantee to be issued, including the limitations and restrictions on the Guarantee, contained on the back of this page. The attached Inspection/Treating Report and back of this Agreement contain important provisions which are part of this Agreement.

MODE OF PAYMENT: FINANCED CASH

BALANCE DUE UPON COMPLETION OF WORK

Services Purchased:	
a. Initial Treatment	\$ 500
b. Other	\$ _____
c. Additional Renewal for <u>1</u> years	\$ 58
Total (sum a + b + c)	\$ 558
Other Items:	
a. Sales Taxes	\$ _____
b. Other Fees Paid to Public Officials	\$ _____
Total (sum a + b)	\$ _____
TOTAL: Cash Price (sum 1 + 2)	\$ 558
LESS: Cash Down Payment	(\$ 128)
Unpaid Balance of Cash Price (3 minus 4)	\$ 430

If the method of payment indicated above is financed, then the Unpaid Balance of Cash Price shown above (Item 5) is the AMOUNT FINANCED (Item 7 in the box to the right).

FINANCING MADE BY: CHECK CASH
 CREDIT CARD
Type Exp. Date Account Number

Orkin Exterminating Company, Inc.
Inspector: James Toyer
Inspector's Soc. Sec. # _____
Address: 3742 Old Georgetown Rd
Balto MD 21229
State Zip Code

Name (Agent) _____

Street Address (Mailing Address) _____

City State Zip Code

IF THE METHOD OF PAYMENT IS FINANCED:

PAYMENT: For the services and Guarantee ORKIN is providing under this contract, I agree to pay to ORKIN EXTERMINATING COMPANY, INC. or anyone to whom ORKIN assigns this contract, the Total of Payments shown below according to the payment schedule shown below.

ASSIGNMENT: I understand my contract may be serviced by or assigned to **ROLLINS ACCEPTANCE COMPANY, ("RAC")**, 2170 Piedmont Road NE, Atlanta, Georgia 30324. If I am notified in writing that ORKIN has assigned my contract to RAC, I agree to make payments directly to them.

LATE PAYMENT/DEFAULT: If I am late in making a payment for more than 30 days, I understand ORKIN or RAC can require me, after default, to pay at once the entire unpaid balance of my debt less unearned finance charges.

COLLECTION COSTS: I agree to pay any necessary court costs if ORKIN or RAC files suit to collect plus reasonable attorney's fees, if allowed by state law.

TERMINATION: I also understand that ORKIN and RAC can terminate my contract and Guarantee if I am 30 days late in making any payment, and ORKIN will then have no further obligation to me.

WAIVER OF LIEN: If this is a consumer contract, ORKIN waives any and all liens on my property to which it may be entitled.

CREDIT INVESTIGATION: I authorize ORKIN or RAC to investigate my past credit record and to report my performance of this contract to properly authorized persons or credit reporting agencies.

6. Creditor — Orkin Exterminating Company, Inc.	
7. Amount Financed (the amount of credit provided on my behalf)	\$ _____
8. FINANCE CHARGE (the dollar amount my credit will cost)	\$ _____
9. Total of Payments (the amount I will have paid when I have made all scheduled payments)	\$ _____
10. Total Sale Price (the total cost of my purchase on credit, including my down payment of \$ _____)	\$ _____
11. ANNUAL PERCENTAGE RATE (the cost of my credit as a yearly rate)	_____ %
12. Payment Schedule: I will pay _____ monthly payments of \$ _____ each commencing on _____ 10, 20, 30, 19 _____ (month) (circle one) (year)	
and on the same day of each succeeding month until this obligation is paid in full.	
13. Late Charge—If a payment is late by more than 10 days, I will be charged \$3.00 or 5% of the payment, whichever is less, as a late fee.	
14. Prepayment—If this is a consumer contract, I will be entitled to a rebate of unearned finance charge if I prepay this obligation in full.	
I should refer to the rest of this Retail Installment Agreement for information about non-payment, default, your right to accelerate the maturity of this obligation, and prepayment rebates and penalties.	

[Item 5 equals Item 7 above] [Item 9 above equals Item 7 PLUS Item 8] [Item 10 above equals Item 9 PLUS Item 4]

NOTICE TO BUYER (FOR CONSUMER CONTRACTS ONLY)

1. I AM ENTITLED TO AN EXACT, SIGNED COPY OF THIS AGREEMENT.
2. I HAVE THE RIGHT TO PAY IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE SHOWN ABOVE. IF I AM IN DEFAULT AND ORKIN OR RAC REQUIRES THAT I IMMEDIATELY PAY OFF THE UNPAID BALANCE OF MY OBLIGATION, I WILL RECEIVE A PARTIAL REFUND OF THE FINANCE CHARGE SHOWN ABOVE.
3. BUYER'S RIGHT TO CANCEL—I MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.
4. CAUTION—IT IS IMPORTANT THAT I THOROUGHLY READ THIS AGREEMENT BEFORE I SIGN IT. I WILL NOT SIGN THIS AGREEMENT BEFORE I READ IT OR IF IT CONTAINS ANY BLANK SPACE. I WILL KEEP IT TO PROTECT MY LEGAL RIGHTS.

RETAIL INSTALLMENT CONTRACT
I ACKNOWLEDGE RECEIPT OF A SIGNED COPY OF THIS CONTRACT, TOGETHER WITH AN ORAL EXPLANATION OF MY RIGHT TO CANCEL THIS SALE.

Stone work construction
Heating, Plumbing & all Home
construction.

Phone - 276-4373

PROPOSAL
SPECIFICATIONS AND ESTIMATE

No.

Page No. of Pages

PROPOSAL SUBMITTED TO

Helen Moore

PHONE

DATE

March 31, 1990

STREET

306 N Hilton St.

JOB NAME

CITY, STATE AND ZIP CODE

Balt. Md.

JOB LOCATION

306 N Hilton

ARCHITECT

DATE OF PLANS

JOB PHONE

We hereby propose to furnish materials and labor necessary for the completion of:

Remove Galvanized ~~pr~~ water pipes in Basement
Replace with new copper water lines.

Price includes all labor & materials.

WE PROPOSE hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Three Hundred Dollars

dollars (\$

300)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature _____

Note: This proposal may be
withdrawn by us if not accepted within 21 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

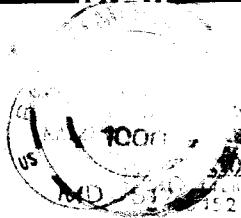
Date of Acceptance: _____

Signature _____

~~346~~ N. Hilton
Baltimore, Md
2120

P 503 726 720

MAIL



1.75

Attention:
Michael Powell

**RETURN RECEIPT
REQUESTED**

Century 21
Progressive Real Estate Inc.
8419 Liberty Road
Baltimore, Md 21207-3133

14 (5)

CIVIL POSTPONEMENT FORM

DATE: 2/27/92

Plaintiff(s) Lowell Hall

IN THE
CIRCUIT COURT
FOR
BALTIMORE CITY

FILED
FEB 28 1992
CIRCUIT COURT FOR
BALTIMORE CITY

Defendant(s) Dr. June Priest

Computer #: 91 303 043 ✓

File #: 139426

Jury _____ CT. _____ CTF. ✓ MOT. GEN 2-507

DOMESTIC JUDGE: _____ DOMESTIC MASTER: _____

PLEASE PRINT

To be postponed from: DATE: 28 FEB 1992 ✓ PRIOR POSTPONEMENTS: Y N

Postponement requested by: HERSCHEL D. MILLIKEN AND LOWELL HALL

Postponement reason: (please specify):
HERSCHEL D. MILLIKEN has another matter scheduled
at this date & time and Mr. Hall has personal
problems

DEFENDANT	PLAINTIFF
Plaintiff(s) Attorneys: HERSCHEL D. MILLIKEN 2901 DRUID PARK DR BALTO, MD 21215	Defendant(s) Attorneys: PRO SE LOWELL HALL 3716 BRICE RUN RD BALTO, MD 21133

New Trial Date: 4/2/92 ✓

Approved: ✓ Denied: _____ : _____
(JUDGE'S SIGNATURE)



5

PRESIDING JUDGE E.J. Angeletta

COURTROOM CLERK A. Schultz

STENOGRAPHER C. Braswell

ASSIGNMENT FOR FRIDAY FEBRUARY 28, 1992

CASE NUMBER - 91303043
CASE TITLE - HALL VS PRIEST CL139426 CL
CATEGORY - APPEAL FROM DISTRICT COURT - ON RECORD (REVIEW FACTS FROM DIST CT
PROCEEDING - COURT TRIAL - FAST TRACK

PRIEST, JAMES DR
HALL, LOWELL

DEFENDANT
PLAINTIFF

reset 6-9-92

TYPE OF PROCEEDING: (___) JURY (___) NON-JURY (___) OTHER

DISPOSITION (CHECK ONE)

- (___) SETTLED (___) CANNOT SETTLE (___) NEXT COURT DATE
- (___) VERDICT (___) REMANDED (___) NON PROS/DISMISSED
- (___) JUDGEMENT NISI (___) ORDER/DECREE SIGNED (___) OTHER
- (___) JUDGEMENT ABSOLUTE (___) ORDER/DECREE TO BE SIGNED PLEASE EXPLAIN:
- (X) POSTPONED (___) MOTION GRANTED
- (___) SUB CURIA (___) MOTION DENIED

JUDGE SIGNATURE [Signature] DATE 2-28-92

LOWELL HALL
Appellant

vs.

DR. JAMES PRIEST
Appellee

4
FILED

*
FEB 21 1992
*

*
COURT FOR
BALTIMORE CITY
*

IN THE
CIRCUIT COURT
FOR
BALTIMORE CITY
Case No.: 91 303 043/
CL 139426
TD: 28 February, 1992

APPEARANCE AND REQUEST FOR
POSTPONEMENT

→ Not Re Mailed

Dear Clerk:

Please enter the appearance of Herschel D. Milliken as Attorney for the Appellant in the above-referenced case. Counsel respectfully requests postponement of this matter because he is scheduled to appear in another matter on 28 February, 1992.

Thank you for your anticipated cooperation in this matter.

Very truly yours,

Herschel D. Milliken
Herschel D. Milliken, P.A.
2901 Druid Park Drive, Suite A110
Baltimore, Maryland 21215
(410) 383-6500

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, on this 19th day of February, 1992, a copy of the foregoing Appearance and Request for Postponement was mailed postage prepaid, to:

Lowell Hall
3716 Brice Run Road, Apt. B
Randallstown, Maryland 21133
Proper Person

Herschel D. Milliken
Herschel D. Milliken, P.A.



**CIRCUIT COURT FOR BALTIMORE CITY
CIVIL DIVISION**

Room 462 Court House East
111 N. Calvert Street
Baltimore, Md. 21202

SAUNDRA E. BANKS,
Clerk

General Information (301) 333-3700
Law (301) 333-3711
Equity (301) 333-3722

CASE RECEPTION (301) 333-3709

CASE NUMBER 91 303 043/CL139426

D.C. CASE NO. 0101-11136-91

LOWELL HALL

APPELLANT

VS

DR. JAMES PRIEST

APPELLEE

*
*
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*

PROPER PERSON
3716 BRICE RUN, APT. B
RANDALLSTOWN, MD. 21133

ATTORNEYS FOR APPELLANT

PROPER PERSON
3000 GRANADA AVENUE
BALTIMORE, MD. 21207

ATTORNEYS FOR APPELLEE

STATE OF MARYLAND,

I HEREBY CERTIFY, That on the 30th day of OCTOBER Nineteen Hundred and NINETY ONE,
I received from the Clerk of the District Court of Maryland, District NO. 1, located at Baltimore City,
Original Papers and Transcript of Testimony in the above entitled case.

MAILED: 10-31-91

SAUNDRA E. BANKS, CLERK
CIRCUIT COURT FOR BALTIMORE CITY

NOTICE TO COUNSEL

Requests by counsel for Oral Argument shall be filed with the Clerk of the Appellate Court within ten (10) days after the filing of the Transcript of Testimony, otherwise the Appeal will be decided without Argument, unless the Court requests Argument.

IN THE DISTRICT COURT FOR BALTIMORE CITY



1 JAMES PRIEST

2 VS

CASE NO. 11136-91

3 LOWELL HALL, and
4 JAMES BLACKSTONE

5

6

7

8

9

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11

12

13

The above captioned case came on
for trial on June 4, 1991.

14

15

16

BEFORE:

17

The Honorable Alan M. Resnick

18

19

20

APPEARANCES:

21

James Priest
(in Proper Person)

22

Lowell Hall
(in Proper Person)

23

24

James Blackstone
(in Proper Person)

25

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CLERK: Case number 11136-91, James Priest,
Lowell Hall, James Blackstone.

COURT: All of the rest are contested cases,
Ms. Gilda (phonetic)?

CLERK: Yes. There will be no contested now
except for that -- that show cause and (unclear).

COURT: Dr. James Priest?

DR. PRIEST: I'm Dr. Priest.

COURT: Lowell Hall?

MR. HALL: Yes. I'm here.

COURT: James Blackstone?

MR. BLACKSTONE: Here, Your Honor.

ALL TO TESTIFY ARE SWORN

COURT: Alright. Now, you brought the action,
Dr. Priest. I'll hear from you.

MR. CASSELL: Excuse me, Your Honor. May I
make a statement, for a minute?

My name is Michael Cassell. I am the real
estate agent that was representing Dr. Priest in this
transaction, and I was more deeply involved in this --

COURT: Well, if you want him to be your first
witness, it's alright with me.

1 MR. CASSELL: Yeah. I wanted to --

2 COURT: And your name is what?

3 MR. CASSELL: Michael Cassell.

4 COURT: Michael?

5 MR. CASSELL: Cassell.

6 COURT: How do you spell that?

7 MR. CASSELL: C - A - S - S - E - L - L.

8 COURT: Okay.

9 MR. CASSELL: Okay. And so could I present the
10 situation to you, Your Honor?

11 COURT: I don't know what that means.

12 MR. CASSELL: Okay --

13 COURT: If you want to testify under oath as to
14 the facts --

15 MR. CASSELL: Yes.

16 COURT: -- because you're not --

17 MR. CASSELL: I want testify --

18 COURT: -- a lawyer --

19 MR. CASSELL: -- I want to testify.

20 COURT: And you can't be a lawyer, so --

21 MR. CASSELL: Okay. Alright.

22 COURT: -- so, I'll hear you as a witness.

23 Whereupon,

24 MICHAEL CASSELL

25 was called as a witness on behalf of the

1 Plaintiff, and having been sworn,
2 was examined and testified as follows:

3

4

DIRECT EXAMINATION

5

6

COURT:

7

Q: Okay.

8

MR. CASSELL:

9

A: Alright. Dr. Priest had engaged our
10 company, Century Twenty-One Progressive Realty, to sell
11 a property that he owned at 306 North Hilton Street.

12

13

Dr. Aaron Jenkins (phonetic) sold the property
14 to a young lady, who is Helen Moore. The property was
sold at --

15

Q: Who sold -- who sold the property?

16

A: Dr. Aaron Jenkins.

17

Q: Your name is Doctor --

18

UNKNOWN: Aaron Jenkins.

19

COURT:

20

Q: Dr. Jenkins sold it to whom?

21

MS. MOORE: To me.

22

MR. CASSELL: To Helen Moore.

23

COURT: Is that you?

24

MS. MOORE: Yes.

25

COURT:

1 Q: Well, where does he come in? Dr. Priest?

2 MR. CASSELL:

3 A: Dr. Priest was --

4 Q: You going to get to him?

5 UNKNOWN: It was my --

6 MR. CASSELL: -- he was the owner of the
7 property.

8 UNKNOWN: It was my property --

9 UNKNOWN: I was the agent.

10 UNKNOWN: -- and I engaged this real estate
11 company --

12 COURT: Okay. But you got me -- Dr. Jenkins
13 and Ms. Moore fouled me up. I don't know --

14 UNKNOWN: It just happens that Dr. Jenkins, in
15 addition to being a doctor, is a real estate agent, also.

16 COURT: Oh. He's a real estate agent, too.

17 UNKNOWN: Yes, sir.

18 UNKNOWN: Yes.

19 COURT:

20 Q: So, you and Dr. Jenkins sold it to Ms.
21 Moore --

22 MR. CASSELL:

23 A: Yes, sir.

24 Q: The property belonged to Dr. Priest.

25 A: Yes.

1 UNKNOWN: That's right.

2 MR. CASSELL: Right.

3 COURT:

4 Q: Go ahead.

5 MR. CASSELL:

6 A: Okay. Ah -- the property was sold under
7 the FHA, and as such, there was an FHA appraisal required
8 on the property.

9 Ah -- the FHA estimated at twenty-five hundred
10 dollars worth of repairs needed to be done to the
11 property, and some certifications needed to be secured.

12 This is a copy of the FHA sheet, that shows the
13 -- the repairs --

14 Q: In order to get a FHA approval, these
15 things had to be taken care of --

16 A: Yes, sir.

17 Q: -- is that what you're saying?

18 A: Yes.

19 UNKNOWN: Yes.

20 COURT:

21 Q: Alright --

22 MR. CASSELL:

23 A: Okay. A -- Mr. Lowell Hall had been
24 referred to us as a contractor that was capable of making
25 the repairs and supplying the certifications that were

1 necessary for the -- for the property.

2 Ah -- he received a copy of the same
3 information that you have. In fact, if you were to look
4 on the last page, then you would see where I have written
5 a statement authorizing him on behalf of Dr. Priest to
6 get on to the property for the purposes for --

7 Q: This is authorization for Mr. Lowell Hall
8 to enter 306 North Hilton Street for the purpose of
9 estimating repairs and or completion --

10 A: Completing the same.

11 Q: Completing the same. Okay.

12 A: Okay. Mr. Hall inspected the property, as
13 I understand it, two or three times, and proposed that he
14 would handle the work that was necessary, per this
15 contract that he prepared.

16 In that contract, he indicated that he would
17 supply particular certifications that were also necessary
18 and required.

19 That being the plumbing certification, a
20 heating certification, an electrical certification, a
21 roofing certification --

22 Q: What's this mean?

23 A: -- permits --

24 Q: To submit certification --

25 A: -- okay --

1 Q: -- first of all, what is this you're
2 handing me?

3 Proposal to submit certification --

4 A: Okay. That's -- that's a contract that was
5 ultimately agreed to between Mr. Hall and Dr. Priest --

6 Q: Submit evidence that the roof is in sound,
7 waterproof condition. Submit certification of inspection
8 for defective paint services. To submit certification on
9 plumbing, heating, and electricity -- to repair all items
10 stated below -- basement, interior wall, et cetera, et
11 cetera, et cetera, for \$3,800.00.

12 Is that right?

13 A: Yes.

14 UNKNOWN: Yes.

15 MR. CASSELL: So, Doctor -- Dr. Priest and Mr.
16 Hall had agreed to -- ah --

17 COURT: Let me mark this as Plaintiff's Exhibit
18 One, which is a contract dated January 24, 1990. Signed
19 by Mr. Hall and Mr. -- by Dr. Priest? Right?

20 MR. CASSELL: Yes.

21 (Plaintiff's Exhibit Number 1
22 Entered and Received)

23 COURT:

24 Q: Okay. Go ahead.

25 MR. CASSELL:

A: Ah -- we had never met Mr. Blackstone until

1 today, and other than the last time I saw him in Court,
2 we really had no dealing with him.

3 It was our understanding that Mr. Hall was
4 working as a subcontractor for Mr. Blackstone.

5 Well, at any rate, the work began on the
6 property, and we became concerned because it seemed that
7 it wasn't going very smoothly. It took, I think, about
8 three times as long as it should have.

9 Some of the work that needed to be done seemed
10 not to be done in a workmanship like manner.

11 The repairs that were necessary as a result of
12 the termite damage was ultimately rejected when it was
13 reinspected by the FHA, and Mr. Hall had to go back and
14 do some more repairs to it.

15 The certifications that Mr. Hall were to have
16 secured he -- he didn't supply all of the certifications
17 that ultimately -- and after the settlement, the buyer,
18 Ms. Moore, had numerous problems that she brought to our
19 attention and got to back to Mr. Hall and tried to have
20 him cure those situations, and he refused to do that.

21 Specifically, we never got -- ah -- electrical
22 certification that is specifically mentioned in his
23 proposal that he -- that he prepared, incidentally --

24 Q: What's that mean? Electrical
25 certification?

1 A: Okay. Okay. It's a statement that -- the
2 particular form -- like so -- that the FHA requires,
3 indicating that that particular component is sound and in
4 normal operating condition.

5 Q: And if it's not, what the cost is to repair
6 the defect?

7 A: It -- well --

8 Q: Is that what you're saying?

9 A: -- when you -- essentially, but when you
10 agree to supply a certification, whatever it takes to get
11 to the point where you can supply the certification, and
12 whatever work is necessary, you agree to -- to
13 essentially do that.

14 You supply the -- if you agree to supply the
15 certification, if it takes some work to get to that
16 point, then --

17 Q: So, he never supplied the electrical
18 certification?

19 A: Never supplied the electrical, the heating,
20 the plumbing is questionable, and the termite
21 certification.

22 Dr. Priest ultimately had to pay for it.

23 Q: Say that again?

24 A: Okay --

25 Q: Now it wasn't --

1 A: -- we don't have --

2 Q: -- was it the termite certification he had
3 to get, or he had to correct a termite condition? Which?

4 A: It -- well, both. He had to correct the
5 termite situation, and then certify that it was okay and
6 repair some damage that was associated with the termite
7 work.

8 I -- as I mentioned, after the -- after the
9 settlement of the property, we had assumed that
10 everything was taken care of.

11 The FHA had come to --

12 Q: Not at the settlement, you didn't?

13 A: We did in fact, yeah.

14 Q: Why? Did you get all of these
15 certifications?

16 A: We got --

17 Q: Did you get the certifications?

18 A: No, sir --

19 Q: At settlement?

20 A: -- no, sir, we didn't.

21 Q: Well, then how could you assume anything?

22 A: The -- the property had to be inspected
23 again by the FHA. All of the documents were forwarded to
24 the --

25 Q: Prior to or after the settlement?

1 A: Prior to.

2 Q: Were they?

3 A: Yes. Okay. But -- ah -- but apparently,
4 they missed some of the certifications, and the documents
5 were sent from our office to the mortgage company.

6 The FHA came back out and inspected. They
7 accepted some of the certification, like the plumbing
8 certification that he did give us, and said everything
9 was okay.

10 And then, after the settlement, Mr. Hall met
11 with the buyer of the property and said that the property
12 needed to have some of its pipes replaced, after he had
13 certified it, saying that it was in good condition.

14 I think, no more than a month after settlement,
15 he was saying that three hundred dollars worth of work
16 needed to be done to the plumbing.

17 Q: Did you ever get sued by Mrs. Moore?

18 A: Mrs. Moore filed a complaint against us
19 with the Board of Realtors and the Real Estate
20 Commission, both of which found no fault with us, because
21 we --

22 Q: Okay --

23 A: -- we don't do --

24 Q: -- well, my question is, ah -- was any
25 moneys withheld at settlement --

1 A: No.

2 Q: -- in escrow, to satisfy her complaint?

3 A: No. Well, the -- she didn't complain, and
4 we didn't know or realize it was a problem until after
5 the settlement, until she moved into the house.

6 Q: But --

7 A: See, we --

8 Q: -- but you paid her nothing?

9 A: No.

10 Q: Is that right?

11 A: No. There was nothing to be paid to her.
12 The contractor was paid \$3,800.00 at the settlement for
13 the work --

14 Q: I understand. Okay. Okay. Go ahead.
15 Okay.

16 A: Okay. Now --

17 Q: Thirty-eight hundred. Okay.

18 A: -- now, the -- this is a copy of what was
19 supposed to have been --

20 Q: Where did you get a twenty-five hundred
21 dollar estimate? You said, FHA --

22 A: That's -- that's from the FHA -- the
23 Federal Housing Administration --

24 Q: I know.

25 A: -- the appraiser.

1 Q: They thought, maybe it would be about
2 twenty-five hundred --

3 A: Exactly.

4 Q: -- and signed the contract for thirteen
5 hundred dollars higher?

6 A: Yes. Yes. Yes.

7 Q: Did you -- did your broker --

8 A: I am the broker.

9 Q: -- did you get estimates on the contract?

10 A: Yeah. Well, one of the things that was
11 attractive to us about Mr. Hall's situation is, he agreed
12 to wait until the settlement to receive his money. With
13 most of the contracts --

14 Q: When was settlement, incidentally?

15 A: Ah -- settlement was --

16 UNKNOWN: February the twenty-first, 1990.

17 COURT: It was less than a month.

18 UNKNOWN: Right.

19 COURT: It was less than a month. Alright.

20 The -- the contract is January twenty-fourth --

21 MR. CASSELL: Right --

22 COURT: -- the settlement was -- what, ma'am?
23 February --

24 UNKNOWN: February twenty-fourth (phonetic) of
25 1990.

1 COURT: Twenty --

2 UNKNOWN: Twenty-first.

3 COURT: Twenty-first. The settlement was less
4 than a month from the date of the contract.

5 MR. CASSELL: Um-hm.

6 COURT:

7 Q: Alright.

8 MR. CASSELL:

9 A: Now, this was a -- what Mr. Hall had
10 initially given us, what he purported to be a plumbing
11 certification, okay?

12 That was not acceptable to the FHA. But if you
13 will notice on here, that he indicated that the plumbing
14 is in sound and normal operating condition, and that he
15 prepared in his own handwriting.

16 And see then -- he then, to replace that, did
17 this.

18 (Pause)

19 COURT:

20 Q: Did you go out to get another contractor to
21 make repairs, and then -- is that how Dr. Priest decided
22 on suing him for forty-five hundred dollars?

23 MR. CASSELL:

24 A: No.

25 Q: What's --

1 A: No. No.

2 Q: -- what's the basis of his forty-five --
3 forty-five hundred --

4 A: The basis of that -- if Ms. Moore -- Ms.
5 Moore has given us papers that indicated that she needs
6 to have a new furnace installed in the house, some
7 plumbing work -- and Dr. Priest needed to get reimbursed
8 for the termites.

9 This is a estimate that we received from Ms.
10 Moore, along with this letter, indicating that
11 essentially, she -- she felt that \$3,725.00 was necessary
12 to replace the furnace.

13 Q: Well, wait a minute. Is there any
14 certification there about the -- about the furnace?

15 A: Yes. There was supposed to be a heating
16 certification supplied by the contractor, Mr. Hall, which
17 was never supplied.

18 Q: Then how could you go to settlement?

19 A: Okay -- that wasn't a requirement of the
20 FHA. That particular certification was not a requirement
21 of the FHA.

22 It was, however --

23 Q: It was your requirement -- between the
24 seller and the --

25 A: It was --

1 Q: -- I mean, between Dr. Priest and -- and
2 the --

3 A: Exactly. That was agreed by contract
4 between Dr. Priest and -- and Mr. Hall.

5 Q: Okay.

6 A: And that's what he paid for it.

7 Q: Okay.

8 A: So, here we have thirty-seven hundred
9 dollars that Ms. Moore is indicating is necessary, as a
10 result of problems with the furnace. Another three
11 hundred dollars --

12 Q: Yeah, but you've given her nothing, is that
13 right?

14 A: That's -- well, that's --

15 Q: It really is --

16 A: -- well --

17 Q: -- isn't it her complaint --

18 A: -- well --

19 Q: -- against him?

20 A: -- well, see, Dr. Priest --

21 Q: Yeah?

22 A: -- had paid these contractors to provide a
23 service and to provide certifications.

24 Had they done that, Ms. Moore would not be
25 having a problem. So we are here simply to try to get

1 the contractors to do what they had agreed to do so Ms.
2 Moore will be satisfied. That's the purpose.

3 We are not really interested in getting any
4 money, or -- we're just interested in having the people -
5 - the contractors do what they agreed to do.

6 Supply the certifications that they had agreed
7 to -- and that should clear up Ms. Moore's problem.

8 Q: Let me ask you a question. Suppose he
9 submitted a certification that the furnace doesn't work.
10 That's all he had to do.

11 A: But -- no -- well --

12 Q: Well, let me ask you a question.

13 The furnace -- hypothetically --

14 A: Okay.

15 Q: -- the furnace doesn't work. He's not
16 agreeing to fix it. All he's agreeing is to give a
17 certification --

18 A: Okay.

19 Q: -- the furnace doesn't work --

20 A: Sir -- sir, do you --

21 Q: -- are you trying to get a new furnace for
22 her?

23 A: No.

24 Q: Because of this --

25 A: It -- no.

1 Your Honor, what I'm trying to do is get Ms.
2 Moore satisfied, whatever that takes. All of the
3 certifications that -- the first thing that -- you can't
4 issue a certification unless that component is in normal
5 operating condition.

6 Q: Okay.

7 A: You cannot certify it.

8 Q: Right.

9 A: So when one agrees to apply a certification
10 --

11 Q: Right.

12 A: -- they have to do --

13 Q: Well --

14 A: -- whatever is necessary to certify that
15 component.

16 Q: -- it -- he agreed for thirty-eight hundred
17 dollars to -- to provide -- it doesn't say this. It
18 says, provide certification -- to make certification.

19 You're saying that he is to make certification
20 that the electrical work, the heating work, and the
21 plumbing work, he's to -- that is all -- and if it's not,
22 he is to correct the plumbing, the heating, the
23 electrical, for thirty-eight hundred dollars?

24 A: The -- the --

25 Q: In addition --

1 A: -- the certification --

2 Q: -- to repairing the basement interior wall,
3 ceiling, wood trim, services -- piping along the basement
4 wall, the ceiling, exterior wood trim, kitchen radiator,
5 front porch ceiling, interior window sill -- all that for
6 thirty-eight hundred dollars?

7 A: Okay. Your -- Your Honor, what I am saying
8 is this -- that the contractor had the same information
9 you did as to what was required by the FHA.

10 Q: You just said the FHA --

11 A: He -- can I --

12 Q: Did the --

13 A: -- okay --

14 Q: -- where did the FHA --

15 A: -- you're not letting me --

16 Q: -- say that they have to apply -- a new
17 furnace, or --

18 A: The -- now --

19 Q: -- stuff like that?

20 A: -- the FHA didn't require heating
21 certification.

22 That was agreed to, per the contract between
23 the contractor and -- ah -- Dr. Priest. Okay. Okay.
24 The contract --

25 Q: I'm going to ask you again.

1 A: -- the -- the --

2 Q: A heating certification is a certification
3 -- could be either way?

4 A: No --

5 Q: The heat --

6 A: -- Your -- Your Honor --

7 Q: -- the heat doesn't work --

8 A: -- Your Honor.

9 Q: -- or the heat does work.

10 A: Excuse me -- Your Honor --

11 Q: That's a mere certification.

12 A: Okay. If I might -- and I have copies of
13 the additional FHA -- all of the FHA certifications
14 indicate that that component of the house is in normal
15 operating condition.

16 You don't certify that it doesn't operate. The
17 only certification that's acceptable to the FHA is that
18 the component does operate.

19 Q: I have -- okay --

20 A: So -- when --

21 Q: -- okay. I'm with you.

22 A: -- okay. So, when --

23 Q: But when they came to settlement and you
24 didn't have it, why did you have settlement?

25 A: -- we had settlement because that

1 particular component, the heating certification, was not
2 specifically required by the FHA although it was agreed
3 to between Dr. Priest and Mr. Hall.

4 Q: We're back to square one.

5 I thought you said, a moment ago, that you
6 still had to have certification on the heating.

7 A: Well --

8 Q: Now, you just said, you didn't need it.

9 A: -- well, we -- we -- we --

10 Q: By FHA.

11 A: That's right. Okay. We didn't need the
12 heating certification by the FHA. It was agreed to by
13 the contractor -- the contract prepared between Dr.
14 Priest and himself (phonetic) that he would supply that.

15 He did not supply that. We later found out
16 that that component of the house was a problem. Okay.
17 Okay.

18 When -- when the contractor inspected the
19 property, as I understand it, it was his responsibility
20 to determine -- which he did, or he has two statements
21 that -- what he's saying -- there is no problem with the
22 plumbing.

23 So therefore, he didn't have to factor in any
24 costs that he would have to do any plumbing work.

25 After the settlement, though, he then went back

1 to the buyer and said that these hundred dollars worth of
2 work -- which you have in your hand -- okay -- after the
3 --

4 Q: That -- for the plumbing --

5 A: Yes.

6 Q: -- the heating, and the electrical?

7 A: Right. If -- if -- when he inspected those
8 components, if he felt that there was nothing wrong with
9 them, all he had to do was issue the piece of paper, the
10 certification, and it represented no cost to him.

11 So therefore, I would assume that he didn't
12 project any -- he may not have projected any costs in his
13 estimates to cover those items. So he --

14 Q: This isn't an estimate. This is a
15 contract.

16 A: Right. But in order to do that contract,
17 he went over -- he inspected the property three times, as
18 I understand it, okay? And determined what he felt he
19 needed, and what costs he needed to cover those items.

20 That the -- the thirty-eight hundred dollars is
21 the figure he came up with -- the FHA felt it could be
22 done for twenty-five hundred dollars. Okay. So, none of
23 that -- none of those --

24 Q: FHA didn't say one word about a new
25 furnace.

1 A: No. They didn't say a word about a new
2 furnace.

3 Q: So don't say --

4 A: Okay --

5 Q: -- you keep saying, for twenty-five
6 hundred, he can get a new furnace --

7 A: Okay.

8 Q: -- and that's not --

9 A: Okay.

10 Q: -- correct.

11 A: It was --

12 Q: They didn't even require --

13 A: -- the -- the -- the furnace was -- right.

14 Sir, the furnace is only an issue because that's what was
15 agreed to.

16 We're here on a contract issue. The contract
17 was between Dr. Priest and Mr. Hall. Part of the
18 contract was that Mr. Hall would supply a heating
19 certification.

20 He did not supply the heating certification.

21 I am not sure that has a direct bearing on what
22 the FHA wanted, okay? Because that was the agreement --

23 Q: Did it have anything to do with the
24 contract with Ms. Moore?

25 A: Not specifically, no. Okay?

1 But it was what was agreed on and it was Dr.
2 Priest paid for -- a heating certification. And they
3 simply didn't supply that, okay?

4 Q: Yeah.

5 A: And they supplied a --

6 Q: There's no sense talking about --

7 A: -- a plumbing certification.

8 Q: -- what was. I guess we ought to talk
9 about what is.

10 The fact that he didn't supply it -- why you
11 went ahead with settlement is beyond me.

12 A: Okay. I -- I --

13 Q: Once he didn't supply it, that's the end of
14 it. You don't go to any settlement.

15 A: -- well, see, again -- and -- and as you
16 had mentioned, Your Honor -- the heating contract was not
17 required --

18 Q: I know.

19 A: -- by the --

20 Q: I know.

21 A: -- the FHA.

22 Q: I know. I know. I know. I know. I know.

23 A: But it was agreed -- I assume, if Dr.
24 Priest paid a person to supply a heating certification,
25 that he has the right to expect that, regardless of what

1 the FHA required, or what any outside agency would have
2 required.

3 That was an agreement between him and the
4 contractor.

5 Q: And the --

6 A: He paid --

7 Q: -- how do you get --

8 A: -- for that heating certification.

9 Q: -- how do you get -- how do you get forty-
10 five hundred dollars?

11 A: You get forty-five hundred dollars, Your
12 Honor, by this estimate that I received from Ms. Moore
13 here -- that a furnace would be --

14 Q: You're using her estimate in his suit
15 against him, and --

16 UNKNOWN: No --

17 COURT:

18 Q: Is that what you're telling me? Is that
19 what you're telling me?

20 You're using her estimate in his suit --

21 MR. CASSELL:

22 A: Your Honor --

23 Q: -- against this Defendant?

24 A: -- Your Honor, as is indicated in -- in the
25 complaint that you have, the purpose here is not to try

1 to get any dollars at all, and we would be -- we would be
2 --

3 Q: She should be the Plaintiff here.

4 A: -- I agree with you. I agree with you.

5 Q: If she doesn't choose to be the Plaintiff,
6 I really don't know what you're doing in this.

7 A: Well -- Dr. Priest paid this gentleman to
8 supply a heating certification. He has the right, I
9 assume, to get what he has paid for. The gentleman is
10 only --

11 Q: How much is it?

12 A: The heating certification?

13 Q: Where is the damages for not getting the
14 heating certification?

15 A: I can assume -- I can only assume that is
16 what the young lady indicates it would take to replace
17 her furnace.

18 Ah -- Your Honor, that is the -- all -- all
19 we're interested in -- if the contractor would just go do
20 whatever is necessary, whatever the cost -- at no cost to
21 -- to make the heating system operable -- that's all
22 we're interested in.

23 Q: That isn't in the complaint -- you said --
24 you said the electrical certification --

25 A: Okay.

1 Q: -- was not --

2 A: Now, the electrical --

3 Q: -- supplied. You said that a moment ago.

4 A: Yeah.

5 Q: You said the plumbing is questionable.

6 There may be about thirty thousand dollars worth of
7 repairs here.

8 A: Your Honor --

9 Q: What?

10 A: -- as I understand it, the only problems
11 that Ms. Moore has is with the plumbing situation and the
12 furnace.

13 MS. MOORE: This --

14 MR. CASSELL: To my knowledge, there has been -

15 -

16 COURT: Ma'am --

17 MS. MOORE: Oh -- I didn't know --

18 COURT: -- I see your hand -- I'm not being
19 rude.

20 MS. MOORE: Oh -- I didn't know.

21 COURT: I -- I want to hear from him, then I'll
22 hear from you, then I'll hear from him --

23 MS. MOORE: Okay.

24 COURT: Him -- him -- him -- him -- then start
25 all over, and then I'll hear from everybody.

1 But I can only hear from one at a time.

2 MR. CASSELL: Okay. To my knowledge, the
3 problem that Ms. Moore has is with the heating system and
4 the plumbing system.

5 Okay -- yes, it's true, the electrical
6 certification was not supplied, but that's not at issue.
7 The --

8 COURT:

9 Q: You even mentioned something about the
10 termites.

11 MR. CASSELL:

12 A: Yeah. The termite certification was --

13 Q: Had to be corrected.

14 A: The termite --

15 Q: Did you say that?

16 A: -- the certification was --

17 Q: It had to be corrected. Has he paid for
18 that?

19 A: He has -- he paid for that. Dr. Priest
20 paid for that.

21 Q: That would be his claim. This thing should
22 have been done in an orderly, legal fashion.

23 He's got a claim, she's got a claim.

24 A: I see what -- okay.

25 Your Honor -- okay. If we could now -- perhaps

1 narrow this issue and forget the FHA --

2 Q: I don't know how you can narrow it --

3 A: -- can I --

4 Q: -- to -- to submit certification by
5 licensed pest control operator.

6 Either he did or he didn't -- or he provided a
7 certification --

8 A: Okay --

9 Q: -- and it was wrong.

10 A: -- okay. He did not.

11 Q: Because he had to come in and get another
12 pest control operator, is what I heard.

13 A: Exactly.

14 Q: There is damages. What was that?

15 A: \$335.00.

16 Q: For the -- for termites?

17 A: Yes, sir.

18 Q: So, he never supplied you with a -- the
19 only certification he supplied was this piece of paper
20 here?

21 A: He did -- no -- he -- I believe I gave you
22 another copy of --

23 Q: I certify that the plumbing is of a sound
24 and operable condition.

25 A: -- he -- ah -- also did this roofing

1 certification -- I gave you another copy of the plumbing,
2 sir.

3 Q: Now, here's the electrical report --

4 A: Right.

5 Q: -- but it's not signed.

6 A: But that's an electrical certification that
7 wasn't completed.

8 Q: I'm saying -- so you gave me nothing but --

9 A: Right --

10 Q: -- a piece of paper --

11 A: -- well, I gave you that to show you that
12 he --

13 Q: That he didn't do anything.

14 A: Right.

15 Q: What is this?

16 A: Here is a copy of the plumbing
17 certification, which --

18 Q: Roofing report --

19 A: -- ultimately supplied.

20 Q: -- plumbing certification.

21 A: Now, Your Honor, this might be of some
22 interest to you. This is a -- a heating certification
23 that he prepared after the fact, after the settlement, in
24 fact, for Ms. Moore, and Ms. Moore had written a
25 statement up there saying that this is what he would have

1 supplied, had he supplied a -- a heating certification.

2 Q: The inspection reveals that the heating
3 system is functioning properly, and is capable of
4 furnishing heat for the dwelling.

5 The following repairs were considered
6 necessary, and were completed in a workmanlike manner.
7 List the repairs.

8 This inspection reveals the following
9 deficiencies requiring correction. Rebuild combustion
10 chamber, replace broken hinge on furnace clean out,
11 reseal asbestos covering furnace.

12 A: Okay. And that was done after the
13 settlement. After Ms. Moore complained.

14 Q: By him?

15 A: By him.

16 Q: By Mr. Hall?

17 A: Yeah.

18 Q: Alright. So, he did it?

19 A: He did that after --

20 Q: He corrected it?

21 A: -- no. He didn't correct it. No. He just
22 did that, saying -- ah -- the statement that I read on
23 the top of there implies that that's what he would have
24 said, if he had done the certification --

25 Q: Contractor --

1 A: -- and I don't know if --

2 Q: -- contractor --

3 A: -- if you can see the --

4 Q: -- oh, at the top, it says, Contractor,
5 Clifford Blackstone (phonetic) -- would have provided
6 this certification for heat, but did not provide when Mr.
7 Cassell refused the work.

8 What's that mean?

9 A: I don't know. Because I can't -- I
10 couldn't refuse the work. The work was agreed to between
11 Dr. Priest and himself, sir. So I don't know where it
12 could be -- I don't know it would be logical for me --
13 for me or anyone else --

14 Q: Contractor --

15 A: -- to refuse the work.

16 Q: -- name -- extend -- work? Instruction?
17 That's --

18 A: That's --

19 UNKNOWN: That's --

20 UNKNOWN: That was a --

21 UNKNOWN: -- that was a --

22 UNKNOWN: That was -- that was a contractor
23 that --

24 UNKNOWN: Contractor --

25 UNKNOWN: -- Blackstone was the subcontractor,

1 Your Honor.

2 COURT: Sir?

3 UNKNOWN: (Unclear -- coughing) Construction
4 was the contractor --

5 UNKNOWN: The contractor --

6 UNKNOWN: -- and Blackstone was the
7 subcontractor.

8 COURT: Well, the contract here --

9 UNKNOWN: And the -- Your Honor, sir --

10 COURT: -- this contract that he gave me, or
11 proposal, is signed Lowell Hall, James Blackstone.

12 UNKNOWN: That's correct, sir.

13 UNKNOWN: That's correct, sir.

14 COURT: Because she's been raising her hand --
15 I -- I -- let me -- let me -- what did you want to say,
16 ma'am?

17 MS. MOORE: I wanted to say that Mr. Cassell
18 assumes that if the money -- that if he gets the money
19 from the contractors, that I will be satisfied.

20 But I will not be satisfied in the case because
21 a lot of other things were involved, including fraud,
22 forgery, and misrepresentation of the company --

23 COURT: By whom?

24 MS. MOORE: Mr. Cassell, or Dr. Jenkins --

25 COURT: But you never brought an action against

1 them --

2 MS. MOORE: -- I have two cases -- cases filed.
3 One with the Real Estate Commissioner, and that's been --

4 COURT: Do you have any in Court?

5 MS. MOORE: -- and that's been filed over a
6 year ago.

7 COURT: Did you ever file anything in Court?

8 MS. MOORE: No. Not at this time.

9 COURT: And the Real Estate Commission is still
10 sitting on it?

11 MS. MOORE: They are still sitting on it, for
12 over a year.

13 And the -- I think this is the last desperate
14 attempt of Mr. Cassell, because when he received
15 notification on April the sixth that they were getting
16 ready to settle my case, then they filed this case in
17 Court.

18 So it will --

19 COURT: Who was gonna --

20 MS. MOORE: -- it will keep my case pending.

21 COURT: -- settle on April sixth?

22 MS. MOORE: The Real Estate Commissioner will
23 decide on my case.

24 COURT: April the sixth -- today is June the
25 fourth.

1 MS. MOORE: Okay -- okay.

2 COURT: They didn't settle?

3 MS. MOORE: That have --

4 COURT: They didn't --

5 MS. MOORE: -- every time he files a case in
6 court, my case goes back into the pending status with the
7 Real Estate Commission. So nothing can be done on my
8 case --

9 COURT: Why? You're not even a party in this
10 case?

11 MS. MOORE: Right. And I tried to explain that
12 to them.

13 I also have a case --

14 COURT: Do you have a lawyer?

15 MS. MOORE: I am in the process of -- ah --
16 retrieving (phonetic) a lawyer.

17 COURT: Process --

18 MS. MOORE: It's --

19 COURT: -- you're a year and a half. When are
20 you going to get one?

21 MS. MOORE: -- it's very expensive, because I
22 can't file it in this court, because there's also other
23 damages. And I have spoken to a lawyer on several
24 occasions -- he told me.

25 I have a case filed with the Board of Realtors

1 against Mr. -- ah -- Dr. -- Dr. Jenkins.

2 I have a case that's -- investigation with the
3 -- FHA. They're investigating his company for forgery
4 and unethical practices.

5 COURT: Ma'am, that's irrelevant. It only
6 becomes relevant if you file the suit here.

7 MS. MOORE: Oh.

8 COURT: You should have filed it -- the suit --
9 here.

10 MS. MOORE: I thought that I would go to the
11 Real Estate Commission. I was under the impression that
12 they --

13 COURT: Yeah. You waited a year and a half.
14 You filed --

15 MS. MOORE: No --

16 COURT: -- you file it here --

17 MS. MOORE: -- I filed -- I filed the case a
18 month after I moved in --

19 COURT: That's it --

20 MS. MOORE: -- with the Real Estate Commission.

21 COURT: -- February of ninety, right?

22 MS. MOORE: It --

23 COURT: Right.

24 MS. MOORE: -- yes.

25 COURT: Right. It's now June of ninety-one.

1 MS. MOORE: Be -- because I was under the
2 impression the Real Estate Commission would take care of
3 this case.

4 COURT: Yeah. Well, I'm not degrading -- see -
5 - to come here --

6 MS. MOORE: I have no money to -- to get a
7 lawyer. I spent all of my money --

8 COURT: How much you buy -- how much you pay
9 for the house?

10 MS. MOORE: The -- the house was only thirty-
11 six thousand --

12 COURT: Thirty-six thousand --

13 MS. MOORE: -- nine hundred -- nine hundred.

14 COURT: -- that's a lot of money.

15 MS. MOORE: And nine hundred.

16 COURT: I bet if you broke your tooth, you
17 wouldn't try to fix it yourself.

18 Now, I'm not being cute. But if you broke your
19 tooth, or you got a flat tire, you call a mechanic for a
20 tire --

21 MS. MOORE: I --

22 COURT: -- a dentist for your tooth -- this is
23 so -- it's your home!

24 MS. MOORE: I know.

25 COURT: Where you'll stay for -- maybe, the

1 rest of your life.

2 MS. MOORE: But the lawyer that I had seen --
3 he wants a \$5,000.00 retainer fee, plus -- plus -- he
4 said, part of the settlement.

5 So that's more than I have at this time. He
6 wants a \$5,000.00 retainer fee because it's -- he said it
7 was a very involved case, and it's dealing with forgery,
8 because the -- my name was signed on the FHA addendum to
9 the sales contract by one of these gentlemen over here.

10 And that would have let me know the condition
11 of the property, and FHA's stand on the property.

12 Because it said that they were just
13 guaranteeing a mortgage on the property, and not
14 guaranteeing the condition of it.

15 And someone submitted that document to the
16 mortgage company with my signature on it, but I had not
17 signed the form, or had -- not seen the form.

18 COURT: You tell that to FHA?

19 MS. MOORE: I told them.

20 COURT: And what did they say to that?

21 MS. MOORE: They're in -- I have written a
22 letter up to Pennsylvania. They're in the process of
23 investigating.

24 COURT: Pennsylvania?

25 MS. MOORE: The main office of FHA. They're in

1 the process of investigation -- investigating this
2 company --

3 UNKNOWN: Your Honor --

4 MS. MOORE: -- to protect their interest, and
5 mine.

6 UNKNOWN: -- the -- there was a complaint filed
7 with the Board of Realtors, yes. That was dismissed.
8 There was --

9 COURT: He says it was dismissed.

10 UNKNOWN: -- there was a complaint filed --

11 MS. MOORE: It wasn't dismissed.

12 COURT: Anyway --

13 MS. MOORE: It is in a -- in a -- in abeyance -

14 -

15 COURT: -- wait a minute --

16 UNKNOWN: Okay.

17 COURT: -- wait a minute --

18 UNKNOWN: Well -- yeah -- I'm not --

19 COURT: Okay --

20 UNKNOWN: -- sure that that's --

21 COURT: -- that's not before me.

22 MS. MOORE: This is.

23 COURT: The only thing before me is Dr. Priest
24 against this gentleman.

25 UNKNOWN: Okay.

1 COURT: And as I get it, we're doing this for
2 her, Judge -- that's what you said, three times.

3 MS. MOORE: That is -- that is -- that is --

4 COURT: And I want to know where he is damaged
5 by this man.

6 UNKNOWN: Okay. Your -- he has --

7 UNKNOWN: Your Honor --

8 UNKNOWN: -- he has paid this gentleman to
9 supply a heating certification indicating that the
10 heating system is in normal operating condition.

11 COURT: I understand.

12 UNKNOWN: He agreed --

13 COURT: Hold it.

14 UNKNOWN: -- to supply that.

15 COURT: I'm not dense. I heard that --

16 UNKNOWN: Okay --

17 COURT: -- twenty-three times.

18 UNKNOWN: -- okay. That's what he said. That
19 was not done.

20 COURT: And I want to know what the damage --
21 then you go to her, what she said -- what she needs for
22 a furnace, and that's how --

23 UNKNOWN: Well -- okay --

24 COURT: -- he's damaged.

25 UNKNOWN: -- all we need --

1 COURT: That's what you said.

2 MR. CASSELL: All we need is for the contractor
3 to do whatever is necessary to supply --

4 COURT: I'll tell you what I do have --

5 MR. CASSELL: -- a good heating certification
6 on --

7 COURT: -- I have a \$335.00 figure for termites
8 that he had to go get corrected, that he paid. Right?

9 Isn't that what I heard? Three hundred and
10 thirty-five?

11 DR. PRIEST: Your Honor -- I'm not asking for
12 any money from Mr. Hall. I don't want any money from Mr.
13 Hall.

14 I just signed the contract for Mr. Hall to do
15 some work for me to bring what was already a fairly good
16 house up to snuff.

17 And that's what he did --

18 COURT: I understand.

19 DR. PRIEST: -- was -- or, supposedly, had
20 done. That's my complaint.

21 I'm not suing him for the thirty-eight hundred
22 dollars that I paid for it -- I don't want that.

23 COURT: Well, I've got to be satisfied that you
24 were damaged \$3,800.00. I'm really satisfied -- at this
25 point -- I haven't even been satisfied as to the \$335.00.

1 I haven't seen a bill or anything on that.

2 But while you're looking for it --

3 UNKNOWN: Your Honor --

4 COURT: -- what happened, sir?

5 UNKNOWN: Your Honor -- Your Honor -- okay --

6 ah -- initially --

7 Whereupon,

8 LOWELL S. HALL

9 was called as a witness on behalf of the
10 Defendant and having been sworn, was examined
11 and testified as follows:

12 DIRECT EXAMINATION

13

14 COURT:

15 Q: Well, for the record, you want to state
16 your name, please?

17 MR. HALL:

18 A: My name is Lowell S. Hall, and I am the
19 craftsman who did the work for Dr. Priest.

20 Okay. Initially, when this contract between
21 Mr. Cassell, myself, and Dr. Priest -- ah -- only time I
22 saw Dr. Priest is when this contract was signed.

23 All of my dealings -- with Mr. Cassell.

24 Okay. Now, initially, when I submitted the
25 contract to Mr. Cassell, I went down to 306 North Hilton

1 Street and reinspected the house.

2 And upon my inspection, when I came back and
3 submitted my proposal to -- ah -- ah -- Mr. Cassell, the
4 -- ah -- the contract proposal that you got, if you flip
5 on the back -- you will see a line going across the back
6 where something has been removed.

7 Q: What?

8 A: Where -- something that --

9 Q: Have you got the original?

10 A: -- oh, yeah. I got it right here, sir.

11 Q: Okay. Alright. Let me see it.

12 A: Okay. Here you go. Two copies -- the same
13 that he gave me right there -- and Mr. Sell (phonetic) --
14 Mr. Cassell should produce the original copy on that type
15 paper that I submitted to him the night that he gave me
16 those copies that you have right there.

17 Okay. Ah --

18 Q: Wait a minute. Wait a minute.

19 Did you see what he handed me?

20 UNKNOWN: Pardon me? No, I haven't. Could I
21 see that? Is that the copy or the original -- the copy
22 I gave you, please --

23 MR. HALL: Your Honor, these are the two
24 original copies that he gave me off his copier machine.
25 Okay.

1 And at the time he gave me that, I put a
2 notation on that -- that it was removed from the back --

3 COURT:

4 Q: Hold -- hold it, sir.

5 Here is -- if this is off the copy machine --
6 these things aren't there.

7 MR. HALL:

8 A: I know. That -- that's the copy that he
9 gave me. That's not the original that I gave him.

10 Q: Well, then why didn't you say -- hey, this
11 is not the original I gave to you?

12 A: Well, I told him that, because --

13 Q: First of all, the original that you showed
14 me --

15 A: -- yes, sir?

16 Q: -- completely unsigned.

17 A: I know, sir.

18 Q: So that can't --

19 A: But --

20 Q: -- hold it. So that can't be the original.

21 Where is the original?

22 A: Oh, well --

23 Q: That you signed --

24 A: -- I meant to say, that was a --

25 Q: -- this looks like the original that was

1 signed, okay?

2 A: Yes, sir.

3 Q: Now, this looks like everything that was on
4 the original, just like Mr. Cassell said --

5 A: No, sir.

6 Q: -- well --

7 A: No, sir.

8 Q: -- unfortunately for you, that's what I
9 got.

10 UNKNOWN: Your --

11 MR. HALL: Yes, sir --

12 UNKNOWN: -- Your Honor --

13 MR. HALL: -- Your Honor -- wait -- wait a
14 minute. Give me the -- give me the respect --

15 COURT: Go ahead.

16 UNKNOWN: Excuse me --

17 MR. HALL: -- like I gave you.

18 COURT:

19 Q: The point that I'm making is, this, to me,
20 is an original.

21 MR. HALL:

22 A: Okay. I understand that.

23 Q: The photocopy that he showed me of this
24 original is a -- what I would call a -- a duplicate
25 original.

1 A: That --

2 Q: What you showed me, with writing under this
3 line, is not the original. It's unsigned original.

4 A: Yes, sir.

5 Q: Which would suggest that --

6 A: Well --

7 Q: -- it could have been done at any time.

8 A: -- yes, sir. But it wasn't.

9 Because -- ah -- the form -- well, that form
10 letter was what was submitted to -- ah -- Mr. Cassell
11 before we signed that contract.

12 The one that you got in your hand, when we went
13 over to see Dr. Priest.

14 He knew about the -- ah -- the pipes and the
15 furnace before that contract was even signed. Mr.
16 Cassell knew about that.

17 Q: Knew about what?

18 A: About the pipes --

19 Q: And what --

20 A: -- in the house, and about the furnace.

21 Q: -- what about them?

22 A: Okay. I explained to him --

23 Q: What about the pipes and furnace?

24 A: Okay. This is what this is basically
25 coming down to -- is that furnace, okay? Because all of

1 the other work was completed by the -- ah -- by me, that
2 was on the sheet.

3 This is the same sheet that he give me --
4 everything was circled. Everything was completed. I
5 missed one window. And the appraiser that was there told
6 me I could not get paid until I did that window.

7 So, I did that window, and I had to wait three
8 weeks.

9 Because I took this job without any money from
10 Dr. Priest, because he said he had none.

11 Q: The Doctor said he -- well, if he said he
12 had no money --

13 A: That's it.

14 Q: -- where is the contract -- what did the
15 contract call for?

16 A: Oh --

17 Q: Half at start and remainder upon completion
18 of the project?

19 A: Um-hm.

20 Q: That's what the contract says. To be paid
21 half at the start, and the remainder upon the completion
22 of the project.

23 A: That's it.

24 Q: Are you saying you got nothing?

25 A: I got -- I got nothing from him, okay?

1 Q: You never got --

2 A: I agreed --

3 Q: -- paid the thirty-eight hundred?

4 A: -- yes. I got the thirty-eight hundred
5 dollars three weeks after the -- after settlement.

6 Q: So, you got it in one lump, you -- listen
7 to me.

8 You did not get half at the start. Is that
9 what you're saying?

10 A: Yes, sir. That's right.

11 Q: You did not get --

12 A: I started the job --

13 Q: -- you got the thirty-eight hundred, but
14 you --

15 A: -- without any money.

16 Q: -- didn't get that until three weeks after
17 settlement?

18 A: That's it.

19 Q: And what about the furnace? You started to
20 say --

21 A: Oh --

22 Q: -- he knew about this, way before the --

23 A: -- yes, sir. He knew about that.

24 Q: -- and what did he know?

25 A: Because --

1 Q: And what did he know?

2 A: -- oh, he knew that -- that the combustion
3 chamber was gone, that was crumpled up on the inside. He
4 knew about the -- ah -- the clean outs. He knew that
5 there was asbestos on that furnace.

6 That I told him -- go on -- as -- I says, Mr.
7 Cassell, I say, you know -- asbestos have to be removed,
8 or this furnace have to be resealed.

9 The clean out have to be fixed. I say, the
10 lady got galvanized pipes in this house. The pipes
11 should be replaced.

12 Okay. Now, the contract that you are looking
13 at, the one that you say are the original --

14 Q: The one that I say that you drew, sir.

15 A: Yes, sir.

16 Q: Your contract.

17 A: My contract.

18 Q: Yeah. Go ahead.

19 A: Right.

20 Q: What about it?

21 A: When I submitted him the original copy of
22 that contract --

23 Q: And I'm saying --

24 A: -- right there.

25 Q: -- this is it?

1 A: Yes, sir.

2 Q: Go ahead.

3 A: When I --

4 Q: When you submitted the original, what about
5 it?

6 A: Yes, sir -- okay. He took the contract
7 that I gave him, made that copy out of that, and told me,
8 I don't have to worry about the furnace, because it
9 wasn't on the sheet.

10 And I -- here -- here's the sheet, right here.
11 Like you said, it could have been marked any time. But
12 all of this was marked down as it was going on.

13 Q: Why, then, if this is your contract, and he
14 said don't worry about the furnace, why did you put it
15 in?

16 A: Because that was -- at -- the contract was
17 already wrote.

18 Q: No, no.

19 A: That -- that written up --

20 Q: This is dated --

21 UNKNOWN: It wasn't signed --

22 COURT:

23 Q: -- January the twenty-fourth --

24 MR. HALL:

25 A: That was --

1 Q: -- and signed.

2 A: -- that was --

3 Q: As a matter of fact, he's got his signature
4 dated January the twenty-fifth. January -- here it is.
5 This is what you just gave me.

6 A: Yes.

7 Q: This is your contract that you handed me,
8 not what he handed me, and it's dated January the twenty-
9 fifth.

10 A: Alright.

11 Q: If he knew all about it, that everything
12 was defective, then why didn't you say, I'm not doing
13 this for thirty-eight hundred?

14 A: Okay. Well, okay -- I was trying to start
15 -- start my business on my own, okay? Ah -- Mr. Cassell
16 and I, we were talking -- if this work was to his liking,
17 that other work would come from this.

18 Okay. So, when -- after we got to Dr. Priest's
19 house here, Dr. Priest didn't have any money whatsoever.
20 This contract was wrote a week before I even seen Dr.
21 Priest.

22 That contract was wrote on my initial
23 inspection of the house, when I say I was going to
24 certify all of that.

25 And after I --

1 Q: I don't know what you're talking about. I
2 really don't.

3 I think I know.

4 A: Okay.

5 Q: That you -- what you just said was, Judge,
6 that's alright. I agreed to fix it up because I'm just
7 starting out. So, if I lost some money on this job, I
8 make it up with Dr. Priest on other properties. That's
9 what you're implying --

10 UNKNOWN: I didn't make any --

11 COURT:

12 Q: That you're just starting out --

13 MR. HALL:

14 A: No, no, sir.

15 Q: -- and you'll do it.

16 A: No, sir.

17 Q: Because if you went out and made an
18 inspection and saw that furnace as a -- as a contractor,
19 and you needed to have the asbestos removed, you needed
20 a -- whatever you -- you knew you couldn't do it for
21 thirty-eight hundred --

22 A: That's it --

23 Q: -- and do the furnace, too.

24 A: -- I didn't do the furnace because he told
25 me I --

1 Q: Well, you --

2 A: -- I didn't have to worry about the
3 furnace.

4 Q: -- then you take it out. You take it out.
5 You take it out. You x it out. This is your contract.

6 A: Yeah. Right -- right on top the contract,
7 when he took it out, it -- was a -- a -- ah -- writing on
8 there, it say, void. Don't have to worry about the
9 furnace.

10 Q: I don't know who said void.

11 A: It's -- it's -- it's on that contract.

12 Q: It's not on the one I gave you --

13 UNKNOWN: No --

14 MR. HALL: On my contract.

15 COURT:

16 Q: Let me see your contract.

17 UNKNOWN: Well -- Your -- Your Honor --

18 COURT:

19 Q: Let me see your contract.

20 UNKNOWN: -- he's -- these are two completely
21 different documents.

22 COURT: Let me see here -- I'm not even
23 accepting this.

24 UNKNOWN: Okay.

25 COURT: That's unexecuted.

1 UNKNOWN: And if -- if --

2 COURT: Take it back.

3 UNKNOWN: -- Your Honor --

4 UNKNOWN: Thank you.

5 COURT: And this one here is a photocopy, and
6 there's nothing on here marked void.

7 UNKNOWN: Excuse me. Your Honor, can I make
8 just one statement?

9 If you were to -- could I see that proposal,
10 just hand it -- if you -- this is pretty thin. If you
11 sit this over top of the other one --

12 COURT: I'm not interested in that.

13 UNKNOWN: -- okay.

14 COURT: That's --

15 UNKNOWN: I just wanted to --

16 COURT: -- that's an unexecuted copy.

17 UNKNOWN: -- this is a completely different
18 document --

19 MR. HALL: This -- this -- this document is not
20 different than that document -- this is -- this form
21 letter that I make here -- I always make two.

22 This is the form letter that I gave you. You
23 knew -- you knew this was on the back, Mr. Cassell,
24 because you the one that took it off and Xavier Thomas
25 (phonetic) was in the kitchen, the guy in your room --

1 the guy that worked for you.

2 And -- ah -- he led (unclear) -- to go down
3 because when you came to the office, then we sit down and
4 tried to talk about this contract, and you tried to deny
5 me that you didn't know anything about that, and in
6 essence, that you did.

7 Now you trying to say that it wasn't on the
8 contract at all.

9 UNKNOWN: Your Honor, I --

10 MR. HALL: This is the same document that was
11 submitted to you.

12 UNKNOWN: Thank you. Thank you. I appreciate
13 it. Yeah. Yeah. It's okay.

14 Your Honor, I think that since he's so emphatic
15 that this is the same document, I would just --

16 COURT: I've already thrown it out.

17 UNKNOWN: -- you might want to lay it on top of
18 it --

19 COURT: I'm not even -- I'm ignoring it --

20 UNKNOWN: -- it's different -- okay.

21 COURT: -- as if it didn't even exist.

22 UNKNOWN: Yeah. It was reconstructed --

23 COURT: And the reason I'm doing it -- it's an
24 unexecuted contract.

25 UNKNOWN: I understand, Your Honor.

1 UNKNOWN: We would just to have him to do the
2 certification that he got paid for. Just --

3 COURT: Sir?

4 UNKNOWN: -- all we here for is to see if we
5 can get him to do the certification that he was paid for,
6 by Dr. Priest, that he agreed to do, in his contract,
7 that he prepared. Regardless of what the FHA said, or --
8 he agreed to supply that certification. Dr. Priest
9 supplied -- paid him to do that.

10 MR. HALL: And -- and Your Honor?

11 About this termite thing that they are talking
12 about. This -- this -- ah -- the book here, with the
13 documents -- I -- I went before him. To get him to check
14 out on the house.

15 Okay? This is the -- the documents that he
16 gave me for the termites, to do the termite work on the
17 house.

18 When I submit it to Mr. Cassell, he told me,
19 don't worry about it, because he has somebody to do it
20 cheaper.

21 That's what he told me. Verbally.

22 COURT:

23 Q: So, you didn't do any termite?

24 UNKNOWN: Some work --

25 COURT:

1 Q: What?

2 MR. HALL:

3 A: Yeah. I did some work for the termites,
4 because in the back, where I was supposed to repair
5 termite damage --

6 Q: Wait a minute. Wait a minute. What did
7 Orkin say that they would do it for? Did they say?

8 A: Yeah. I think it was five twenty-five.

9 Q: Is it on anything here?

10 A: Sir?

11 Q: Is it on anything here?

12 A: Yes, sir. I believe it is.

13 Oh, here it is. Here it is, sir.

14 Q: Well, did you agree -- listen to me.

15 Did you agree to submit certification by
16 licensed pest control operator that it had termites or it
17 didn't have termites?

18 Listen to the question.

19 And then, correct it, for that condition?
20 Correct it, for thirty-eight hundred dollars? Listen to
21 me, now --

22 A: No. No, sir.

23 Q: Well, why did you sign this? To submit
24 certification by licensed pest control operator, number
25 one.

1 Number two, to submit certification by licensed
2 contractor on plumbing, heating, electricity.

3 To submit evidence that the roof is in sound
4 and waterproof condition. To submit certification of
5 inspection for defective paint surfaces.

6 My question is, did you agree to submit
7 certification and to correct everything? The heating,
8 the plumbing, the electricity, the pest control, if
9 indeed, it needed it?

10 A: If, indeed, it needed to be done.

11 Q: Well --

12 A: But it did not need to be done, sir --

13 UNKNOWN: Right.

14 MR. HALL: -- so, it -- ah --

15 COURT: Well --

16 MR. HALL: -- the -- ah -- the certification
17 that I supplied to Mr. Cassell came from the VC
18 (phonetic) sheet that was given to me.

19 Because --

20 COURT:

21 Q: You just said -- yes -- I agree, to provide
22 certification, and --

23 UNKNOWN: Yes --

24 UNKNOWN: That's what we here for --

25 COURT:

1 Q: -- and -- if I couldn't get it certified,
2 to repair it so I could certify it.

3 UNKNOWN: Right.

4 UNKNOWN: Yes, sir.

5 COURT: That's what it just said --

6 UNKNOWN: That's the point.

7 MR. HALL: No. I didn't --

8 COURT:

9 Q: Isn't that what you just said?

10 MR. HALL:

11 A: No -- I -- that's what I said, but that --

12 UNKNOWN: You signed it.

13 MR. HALL: -- that's -- that wasn't the
14 terminology that I meant to say, because --

15 COURT:

16 Q: Well, give me the terminology you meant.

17 MR. HALL:

18 A: Okay.

19 Q: Use what -- use your language.

20 A: I have to explain it in my way.

21 Q: Explain it your way --

22 UNKNOWN: You signed it.

23 COURT:

24 Q: I want to make sure I understand it.

25 MR. HALL:

1 A: Did -- okay --

2 UNKNOWN: You signed it.

3 COURT:

4 Q: When you signed, what did you -- when you
5 signed that you would get certification from a licensed
6 pest control, you went out to Orkin, a licensed pest
7 controller, no question.

8 They said, you got a problem here. Here is the
9 diagram. Here is the problem. Here is the treatment.
10 Here is the contract.

11 Now, were you just supposed to get a contract
12 from Orkin, or were you supposed to get a certification
13 from Orkin and have it done?

14 MR. HALL:

15 A: No. I wasn't supposed to have it done.
16 No, sir.

17 UNKNOWN: But that's what you agreed -- that's
18 what you agreed to.

19 MR. HALL: No, sir. I was not supposed to have
20 the --

21 COURT:

22 Q: Well, what did you agree, then, on this?

23 MR. HALL:

24 A: I was supposed to -- to contact a -- ah --
25 ah --

1 UNKNOWN: Let me see this --

2 MR. HALL: -- a pest controller.

3 COURT:

4 Q: Well, it doesn't say to get an estimate.
5 It says, to submit certification.

6 UNKNOWN: Right.

7 MR. HALL: Oh, yeah -- well -- ah -- if the --
8 if the work needed to be done --

9 COURT:

10 Q: Yeah?

11 MR. HALL:

12 A: -- then the certification would have been
13 given to him because the work would have been done by Mr.
14 -- ah -- Mr. Cassell.

15 MR. CASSELL: I would have done the work?

16 MR. HALL: Because I didn't contract to do the
17 termite work.

18 MR. CASSELL: Yes, you did.

19 COURT:

20 Q: Well, what did you do when you agreed to
21 sign -- when you signed this?

22 What did you agree to?

23 MR. HALL:

24 A: I didn't -- I can't -- I didn't.
25 Everything is on sheet. As -- as you know, sir --

1 Q: Well, what did you agree when you said, I'm
2 going to submit the certification?

3 A: Well, see -- see -- ah -- the thing that --
4 ah -- we're -- we're not getting the thing on -- that
5 contract, when I wrote that contract, that proposal,
6 right there -- the certifications was on here. You
7 understand what I'm saying?

8 Some of the certifications was on there. When
9 I inspected the house.

10 Q: Did you inspect it before you signed this
11 contract?

12 A: Yes, I had.

13 Q: Okay.

14 A: Yes, I had.

15 Q: Okay.

16 A: Okay. Now, when I inspected the house and
17 saw all of the problems that needed to be done on the
18 house --

19 Q: Right?

20 A: -- okay. I submitted --

21 Q: Is that how you got \$3,800.00?

22 A: Yes. I did.

23 Q: And that --

24 A: Um-hm -- for thirteen hundred --

25 Q: -- and that -- wait a minute. Wait a

1 minute. And that \$3,800.00 included all of the damages
2 or repairs that you saw that it needed?

3 A: Yes.

4 Q: Is that right?

5 A: That's it.

6 MR. CASSELL: That's all it is --

7 MR. HALL: That's it.

8 UNKNOWN: Your Honor --

9 MR. HALL: I seen -- wait a minute -- okay.
10 So, this sheet and -- as -- as you read this sheet, you
11 will see that all of this -- ah -- the certifications, I
12 took off of this sheet here.

13 Because this was on the sheet. Okay. Now, I
14 did not know --

15 COURT:

16 Q: Who -- you took off of what sheet?

17 MR. HALL:

18 A: This -- the same sheet that he gave you
19 that I got, about certification --

20 Q: Oh, that's the --

21 A: -- what it --

22 Q: -- FHA --

23 MR. CASSELL: FHA.

24 COURT:

25 Q: That's FHA.

1 MR. HALL:

2 A: Yes.

3 MR. CASSELL: That's -- nothing to do with
4 this.

5 MR. HALL: That's the --

6 MR. CASSELL: The contract --

7 MR. HALL: -- that's the -- the --

8 COURT:

9 Q: All that says is that -- well, what you're
10 going to need, or what you're not going to need --

11 MR. CASSELL: Yeah.

12 COURT:

13 Q: -- right?

14 MR. HALL:

15 A: This is the -- this is the sheet that they
16 required that they -- be done, the work to be done.

17 It's -- there's no --

18 TAPE CUTS OFF -- TAPE CHANGED

19 CASE CONTINUES WITH NEW TAPE

20

21 UNKNOWN: Alright -- and -- and none of my men
22 did it --

23 COURT: Alright -- now, where were we when I --
24 ah --

25 UNKNOWN: I understood what you said --

1 COURT: -- who was talking? Who was talking?

2 MR. CASSELL: Oh -- well --

3 COURT: Who was talking?

4 MR. CASSELL: -- well, Your Honor, I was just
5 trying to mention --

6 MR. HALL: See, the --

7 MR. CASSELL: -- that Mr. Hall has said,
8 unequivocally, I guess, four or five times, that that --
9 what he purported to be the original of the -- of the
10 contract, that I had removed something from it.

11 I would just simply suggest that the Court
12 might want to lay the -- one on top of the other --
13 you'll see that the type doesn't match at all, and that
14 these different areas have been added.

15 All we're interested in, Your Honor, is that
16 Mr. Hall -- correcting the deficiencies that he left,
17 that Dr. Priest has paid him for -- to take care of the
18 plumbing situation, and to take care of the heating
19 system.

20 COURT: And I don't -- what do I have -- I'm
21 going to ask you forty -- one more time.

22 You may have given it to me -- what do I have
23 that he is damaged? The amount? To correct what he says
24 needs to be corrected.

25 MR. CASSELL: We -- we have --

1 COURT: What do you have?

2 MR. CASSELL: -- we have the --

3 COURT: In fact, all I got -- I heard -- and I
4 don't even have it, is the three thirty-five for the
5 termites.

6 MR. CASSELL: Okay. I have a --

7 COURT: Do you have a bill?

8 MR. CASSELL: -- ah -- that's depicted on the
9 settlement sheet here. I have it -- I submit it -- it
10 might go --

11 Did -- did I give you the settlement sheet,
12 perhaps? I thought I had it --

13 UNKNOWN: You did -- you showed it to --

14 COURT: Here's a letter Mr. Hall just showed me
15 -- Dear Ms. Moore, we are still trying and are very
16 anxious to help you resolve the problems that you have
17 had with the furnace and plumbing of 306 North Hilton
18 Street.

19 We would again like to respectfully request
20 that you be kind enough to provide us with the
21 information that you received from contractors that you
22 had look at the systems.

23 This information could be very helpful to us in
24 understanding exactly what, specifically, the problems
25 are.

1 Now, did you ever give him any estimate, Ms.
2 Moore?

3 MS. MOORE: That was -- that was the letter --

4 COURT: Ma'am?

5 MS. MOORE: -- the letter that he showed you,
6 with the copies. He showed you a letter that I had given
7 -- sent to him.

8 MR. CASSELL: This -- Your Honor, this document
9 here. Okay.

10 And there was also a letter that I gave you for
11 three hundred dollars in plumbing repairs that the
12 contractor had prepared himself, saying that the property
13 needed three hundred dollars worth of repairs after he
14 gave two certifications, in front -- copies of which you
15 have --

16 MR. HALL: I never told you that.

17 MR. CASSELL: Pardon me?

18 MR. HALL: I never told you that.

19 MR. CASSELL: That --

20 MR. HALL: I never told you that.

21 MR. CASSELL: -- you --

22 MR. HALL: The plumbing was in good working
23 order.

24 MR. CASSELL: -- okay. Well, there's a
25 statement there --

1 COURT: Just -- just a minute --

2 MR. CASSELL: -- where you had indicated --

3 COURT: -- just a minute!

4 Is this what you're talking about?

5 MR. CASSELL: No.

6 COURT: Plumbing certification?

7 MR. CASSELL: No.

8 COURT: Two hundred dollars estimated cost?

9 MR. CASSELL: No. No. There's another form

10 that I gave you. I will recognize it when --

11 COURT: Here's where he says the plumbing is

12 sound --

13 MR. CASSELL: Yeah --

14 COURT: -- and operable.

15 MR. CASSELL: Right. There is a proposal --

16 COURT: This said, it needs two hundred dollars

17 of repairs.

18 MR. CASSELL: Okay. There is another

19 statement, also --

20 COURT: Wait a minute. Heating certification -

21

22 MR. CASSELL: Okay -- and -- and -- that's --

23 COURT: This --

24 MR. CASSELL: -- I'm -- that's right.

25 After he said it was okay, then he later says

1 it needs three hundred dollars worth of work. Alright.
2 That confused me a little bit.

3 COURT: How old was the furnace in that
4 building?

5 MR. CASSELL: I'm not actually sure. See, I'm
6 not a contractor.

7 COURT: Well, I'm asking the Doctor -- how old
8 was the furnace?

9 DR. PRIEST: Ah -- well, I would imagine,
10 twenty-five or thirty years.

11 MR. HALL: Ah -- Your Honor?

12 COURT: Yeah?

13 MS. MOORE: It was -- that's all --

14 MR. HALL: You said -- you said, on that -- on
15 that plumbing certification --

16 MS. MOORE: -- you said it was -- in sixty-five
17 -- that's all --

18 DR. PRIEST: I did not know --

19 MR. HALL: -- you said that I put a cost in
20 there?

21 COURT: Sir?

22 MR. HALL: Did -- did he say that I put a cost
23 in that plumbing certificate?

24 COURT: I said -- wait a minute. Let me show
25 you what I said.

1 There's something about plumbing -- here --
2 that goes back -- yeah.

3 Ah -- yeah. See, what I showed you? I just
4 saw that.

5 MR. HALL: No, sir -- that's -- that's not
6 right.

7 COURT: I don't know what it is --

8 MR. HALL: It is the same -- here's the same
9 plumbing certificate signed by us with no price in there,
10 because everything was sound for operation purposes.

11 COURT: What's that? Today?

12 UNKNOWN: You -- what is confusing is operation
13 purposes --

14 MR. HALL: Yeah --

15 UNKNOWN: And brought up to --

16 MR. HALL: -- and brought up --

17 UNKNOWN: -- you recommended to them that they
18 take out the -- the old piping --

19 MR. HALL: Yeah.

20 UNKNOWN: -- and -- the service --

21 MR. HALL: That's right.

22 MR. CASSELL: Your -- Your Honor, if I may --
23 you do have that statement from Mr. Hall in his own
24 handwriting, initially there where he said that the
25 plumbing system is fine.

1 UNKNOWN: It is operable.

2 MR. CASSELL: You then have --

3 UNKNOWN: Operable.

4 MR. CASSELL: -- that last document that I gave
5 you where he indicated to -- that one with the heavy
6 black on it -- heavy -- that one, right there.

7 Where he said that the property needed three
8 hundred dollars worth of work.

9 Now, unless -- unless I'm incorrect --

10 COURT: Who -- who provided this three hundred?

11 MR. CASSELL: Isn't that from you, Mr. Hall?

12 MR. HALL: Let -- let me see that.

13 MR. CASSELL: That you gave it to --

14 MR. HALL: I never seen that.

15 MR. CASSELL: -- that you gave to Ms. Moore?

16 MR. HALL: I never seen that. I never seen
17 this --

18 COURT: Well, why don't you take a look at it?

19 UNKNOWN: Your Honor, if I -- if I may?

20 COURT: Alright. I'm going to call on you
21 next.

22 UNKNOWN: Alright.

23 MR. CASSELL: That's a statement that we got
24 from Ms. Moore that Mr. Hall had gave Ms. Moore, is it
25 not?

1 MR. HALL: No. I didn't give her this --

2 MR. CASSELL: Oh, that -- well --

3 COURT:

4 Q: Was that your proposal?

5 MS. MOORE: Let me see -- what --

6 MR. HALL: This -- this --

7 MS. MOORE: -- what your last name?

8 MR. BLACKSTONE: Blackstone. I'm just trying
9 to explain --

10 MR. HALL: That -- that -- that --

11 MR. BLACKSTONE: -- this sheet.

12 MR. HALL: -- that's not -- not me --

13 COURT: Oh, I don't know Mr. Black (phonetic) -
14 - let me see.

15 MR. HALL: No, sir -- that's not -- that's not
16 any of my writing there.

17 MR. BLACKSTONE: I am trying to explain. This
18 came from --

19 COURT: Wait a minute.

20 Did you have any dealings with Mr. Blackstone,
21 Dr. Priest?

22 DR. PRIEST: No, sir.

23 COURT: Well, did he then go and contract with
24 Mr. Blackstone?

25 UNKNOWN: Yes, sir.

1 DR. PRIEST: I don't know. Mr. Hall came to me
2 with the estimates -- with the promise to repair the --

3 COURT: You dealt strictly with Hall?

4 DR. PRIEST: Strictly with Mr. Hall. Nobody
5 else.

6 MR. HALL: All he did was sign the contract --
7 that was --

8 UNKNOWN: Your Honor --

9 MR. HALL: -- the last and first that I seen
10 him, Dr. Priest.

11 UNKNOWN: -- if I may -- alright.

12 If I'm here to --

13 MR. HALL: My dealings was with -- with Mr.
14 Cassell.

15 COURT: Well, wait a minute. I got to -- a
16 three hundred dollar proposal from Blackstone -- I mean,
17 from Hall to fix the pipes. I got two hundred dollars --

18 MR. HALL: No.

19 COURT: What did you get on the plumbing?
20 Three hundred or two hundred?

21 MS. MOORE: It was a -- three hundred dollars
22 to replace -- to change the copper piping.

23 UNKNOWN: After.

24 MS. MOORE: That was after -- but it's
25 operable, it works.

1 UNKNOWN: Yeah.

2 MS. MOORE: But it's so much corrosion within
3 the pipes that it should have been changed to be brought
4 up to standards.

5 UNKNOWN: That's what it -- the
6 misunderstanding is about.

7 MR. CASSELL: Yeah. Then -- then I guess,
8 then, Mr. Hall should have never issued the certification
9 to begin with.

10 UNKNOWN: Oh, yes.

11 MS. MOORE: Oh, yes.

12 UNKNOWN: Because it's --

13 MS. MOORE: Because it's operable.

14 UNKNOWN: -- it's operable.

15 MR. CASSELL: Oh -- well --

16 MS. MOORE: You can use it.

17 MR. HALL: Even the sheet that you trying to
18 put against me states that --

19 UNKNOWN: And every time --

20 MR. HALL: -- all I have to do is -- is see
21 that the --

22 UNKNOWN: -- every time --

23 MR. HALL: -- huh?

24 UNKNOWN: -- every --

25 COURT:

1 Q: And all you have to do is what?

2 MR. HALL:

3 A: See that -- that the water works are
4 operable. Operable and adequate for the whole house.

5 MS. MOORE: And the --

6 MR. HALL: And that's the -- what they were.

7 MR. CASSELL: But then you said it wasn't
8 adequate.

9 MR. BLACKSTONE: Just a moment, sir --

10 MR. CASSELL: Okay --

11 MR. BLACKSTONE: -- you trying to put words in
12 my mouth --

13 MR. HALL: Because it --

14 MR. CASSELL: -- well, I assumed that --

15 MR. BLACKSTONE: -- I did not state it was not
16 adequate --

17 Whereupon,

18 JAMES BLACKSTONE

19 was called as a witness on behalf of the
20 Defendant, and having been sworn,
21 was examined and testified as follows:

22

23 DIRECT EXAMINATION

24

25 COURT:

1 Q: Alright. State your name, for the record?

2 MR. BLACKSTONE:

3 A: My name is with James Blackstone. I'm with
4 Blackstone Maintenance and Repairs. We was assisting on
5 this particular job.

6 Now, we came out to Ms. Moore's house and we
7 inspected that place. And the thing that we saw was that
8 she had old galvanized pipes -- she had good pressure.
9 Operable. Very operable.

10 Just buying a home -- we recommended to her
11 that though she was just buying this home, if she
12 possibly could --

13 UNKNOWN: May I say --

14 MR. BLACKSTONE: -- get this old piping out and
15 replace it with copper. The galvanized -- you'll never
16 think, I tell you, Your Honor, you'll never tell how bad
17 off it is inside unless you got every piece of piping out
18 --

19 COURT:

20 Q: Sir?

21 MR. BLACKSTONE:

22 A: The old galvanized pipe that was in the
23 house, the -- good pressure. It was serviceable. Not
24 leaking, or anything of that nature.

25 But -- in buying a new home, any time I go in

1 to appraise for anybody that's buying a home, and I see
2 galvanized or I see asbestos --

3 Q: You suggest them to -- to change to copper.

4 A: -- I suggest to upgrade. Yes, sir.

5 Q: Well, I don't see where --

6 A: That's all he had.

7 Q: -- this is a claim by him against -- him --
8 vis a vis --

9 UNKNOWN: No -- no --

10 COURT: -- the plumbing --

11 MR. CASSELL: -- see, again, I -- as it gets
12 real awkward.

13 COURT: Let me get something straight. If
14 you're bringing a claim for the plumbing -- it did work.
15 She decided to upgrade it to copper. That's her -- her
16 prerogative. That cost I can't see as a damage by you
17 against him.

18 MR. CASSELL: Okay. Now -- now, Your Honor,
19 what we're saying is -- I understand it, Ms. Moore
20 contends that the plumbing is not satisfactory.

21 Am I correct, Ms. Moore? The plumbing is not
22 satisfactory to you, or is it?

23 If it is, let's -- there's no problem.

24 COURT: Well, I got a problem here. Maybe you
25 ought to throw out the whole case and wait until -- and

1 unless -- she ever sues you.

2 MR. CASSELL: Well, that's -- I think that's
3 part of what the -- what the Real Estate Commissioner is
4 waiting to see.

5 MS. MOORE: No --

6 MR. CASSELL: If you're going to have the --

7 MS. MOORE: -- oh, I'm sorry --

8 MR. CASSELL: -- I have a letter from -- I have
9 a letter from -- that -- if you going to have -- enforce
10 --

11 COURT: I really have not --

12 MR. CASSELL: -- the contract, and have the
13 contractors do what he agreed to do in the contract. To
14 supply the heating certification.

15 COURT: I don't see where it says supply a
16 heating system.

17 UNKNOWN: It's on the -- start of the page --

18 UNKNOWN: We were denied to do it, Your Honor.

19 I myself --

20 COURT: You have no say.

21 UNKNOWN: -- I went to the house.

22 COURT: No, you have --

23 UNKNOWN: No, sir --

24 COURT: -- you -- the reason -- see, I'm so
25 rude, and I didn't mean to be rude --

1 UNKNOWN: -- I'm sorry. Alright. I'm not --

2 COURT: -- no, I'm sorry. No. I'm
3 apologizing.

4 UNKNOWN: That's alright, Your Honor.

5 COURT: The reason I'm cutting you off is
6 because they contracted with him.

7 UNKNOWN: Yes, sir.

8 COURT: If he worked it out with you, that's
9 between you two.

10 UNKNOWN: Right.

11 UNKNOWN: Um-hm.

12 COURT: But they at this point have their claim
13 against Mr. Hall.

14 MR. CASSELL: This the letter from the Real
15 Estate Commission indicating that they're hopeful that
16 the Court enforces the contract and has Mr. Hall do what
17 it feels he should --

18 COURT: Perhaps the Court --

19 MR. CASSELL: -- per the contract --

20 COURT: -- action will force the contractors to
21 complete the repair work that was supposed to be done on
22 Ms. Moore's home, which she purchased from Dr. Priest.

23 UNKNOWN: Right.

24 COURT: Keep me apprised of all developments.

25 MR. CASSELL: Right. So, they -- they are of

1 the opinion, as are we, that if they would simply perform

2 --

3 COURT: If you're --

4 MR. CASSELL: -- as they had agreed to in their
5 contract and supplied the heating certification and the
6 plumbing, if that's what's necessary, and if she's
7 satisfied with it, then that hopefully would resolve her
8 situation, and we could stop wasting the Court's time.

9 MS. MOORE: And see -- I won't be satisfied --

10 MR. CASSELL: That's -- that's --

11 MS. MOORE: -- because I know that someone
12 signed my name to the FHA addendum --

13 MR. CASSELL: -- oh, okay --

14 MS. MOORE: -- and presented it as my own
15 signature --

16 MR. CASSELL: -- yeah.

17 MS. MOORE: -- which is forgery. And I will
18 bring criminal charges against --

19 MR. CASSELL: Yeah -- and --

20 MS. MOORE: -- them for that.

21 MR. CASSELL: -- and you probably -- well,
22 should, if you feel you have a case with that.

23 MS. MOORE: I do have a case.

24 MR. CASSELL: But I'm not sure that that -- how
25 you'll fare in this.

1 MS. MOORE: Because I have a copy of the
2 document, and you can check the signature --

3 COURT: Ma'am, that's not before me --

4 MS. MOORE: -- yourself.

5 COURT: -- and I don't know why you've done
6 nothing.

7 UNKNOWN: And -- and -- and we was in Court
8 last year in August -- about this same -- this same
9 thing. And we had the Judge, Helen Rinehardt, that threw
10 this case out of court because -- he --

11 COURT: Why didn't you tell me this?

12 UNKNOWN: And they brought it right back.

13 UNKNOWN: No.

14 UNKNOWN: And they brought it right back.

15 MR. CASSELL: Excuse me --

16 UNKNOWN: And they brought it right back --

17 UNKNOWN: Your Honor --

18 COURT: Why didn't you tell me this?

19 UNKNOWN: -- they brought --

20 MR. CASSELL: Your Honor, the case was not
21 thrown out. It was improper Plaintiff --

22 COURT: That's right.

23 MR. CASSELL: -- I thought it was Dr. Priest.
24 I thought that as Dr. Priest's --

25 COURT: It was never --

1 MR. CASSELL: -- agent, that I could represent
2 him --
3 COURT: -- right.
4 MR. CASSELL: -- without --
5 COURT: Dismissed --
6 MS. MOORE: But, see, you're representing --
7 COURT: Hold it.
8 MS. MOORE: -- but he's representing him --
9 COURT: Hold it.
10 Dismissed, improper Plaintiff.
11 UNKNOWN: Improper Plaintiff. That's it.
12 COURT: That doesn't mean it was thrown out.
13 MR. CASSELL: Thank you.
14 COURT: Cassell can't be the Plaintiff.
15 MR. CASSELL: Right.
16 UNKNOWN: That's what I'm saying.
17 COURT: He never signed the contract.
18 UNKNOWN: That's what I'm saying.
19 MR. CASSELL: So -- so, Your Honor, we just
20 simply want to him to supply --
21 COURT: I'm going to ask you --
22 MR. CASSELL: -- certification --
23 COURT: -- one more --
24 MR. CASSELL: -- we don't want -- we don't want
25 any money.

1 COURT: Well -- well, you're in the wrong
2 Court.

3 MR. CASSELL: We just him to supply --

4 COURT: You go to the Circuit Court when you
5 want what we call specific performance. That's where you
6 want him to go in and do the work.

7 That's called equity Court. This Court is for
8 money.

9 MR. CASSELL: Okay. Now, I guess we want to
10 have that -- what we need to do then, if we need to have
11 the money --

12 COURT: Unless you --

13 MR. CASSELL: -- to get the job done --

14 COURT: -- unless you want me to do this --

15 MR. CASSELL: -- then we want the money.

16 COURT: -- hold it.

17 I can make an award on money and I'm prepared
18 to do it right now.

19 Or -- Mr. Hall, listen to me -- unless you
20 would -- it's now June of ninety (phonetic). We won't
21 need any heat for at least -- I hope not, for a while.

22 You want to go in and -- and see what you can
23 correct? I'll -- I'll say this --

24 MR. HALL: Yes.

25 COURT: -- I mean -- how much is a --

1 MR. HALL: That would be fine.

2 COURT: -- how much is a new heating plant?

3 UNKNOWN: I -- I don't know --

4 COURT: Nobody knows.

5 MR. HALL: Well --

6 UNKNOWN: It didn't --

7 UNKNOWN: I want to -- just wanted to say that

8 -- one moment.

9 If -- they'll stay and install it from twenty-
10 two fifty to six or seven thousand dollars.

11 COURT: Sir?

12 UNKNOWN: Twenty-two hundred to six or seven
13 thousand dollars.

14 COURT: Twenty-two hundred --

15 UNKNOWN: Depending on which --

16 COURT: -- to what?

17 UNKNOWN: -- to six or seven thousand dollars.

18 UNKNOWN: Six or seven thousand dollars.

19 UNKNOWN: Depends on which one.

20 COURT: It can go anywhere from twenty-two to -

21

22 UNKNOWN: Yes, sir.

23 COURT: Wait a minute -- did you -- I just saw
24 something there. Wait a minute --

25 UNKNOWN: Yes, sir.

1 COURT: -- somebody handed me something. You
2 did.

3 UNKNOWN: Yes, sir --

4 COURT: And that was at --

5 UNKNOWN: -- that was the thirty-eight hundred
6 dollar estimate --

7 COURT: -- where is that?

8 UNKNOWN: -- that we received from Ms. Moore.

9 COURT: Where is it?

10 UNKNOWN: It is -- it's --

11 COURT: Find it. Find it. What did I do with
12 it?

13 UNKNOWN: There it is, Your Honor. Over there.
14 The extreme left. That's it.

15 COURT: Remove existing boiler and install a
16 new Burnam (phonetic) -- PV 74 boiler burner unit,
17 complete with new burner and controls, \$3,025.00.

18 UNKNOWN: That could be -- sitting cold.

19 COURT: Sir?

20 UNKNOWN: Sitting cold means unconnected.
21 Sitting there. Then it's got to be --

22 COURT: No, this says, remove and install.

23 UNKNOWN: And install. Alright.

24 COURT: So that's for everything.

25 UNKNOWN: Everything. Okay.

1 COURT: Then he's got down here -- because the
2 old boiler is coated asbestos, we need to get a separate
3 figure on the disposal of this material -- the price
4 usually runs about seven hundred dollars -- which you
5 noticed, that it had the asbestos -- you had to take of
6 that.

7 UNKNOWN: Proposed that.

8 COURT: Do you think that seven hundred is
9 unreasonable?

10 MR. HALL: Well, I -- I wouldn't know.
11 Because, see, I never done that kind of work.

12 COURT: Well, why did you sign the contract?

13 MR. HALL: Well, sir -- but, sir, see -- I
14 don't think I'm getting -- expressing myself right.

15 COURT: Well, then, you take your time and
16 express it again.

17 I think you have, but go ahead.

18 MR. HALL: Okay. See, because the -- the form
19 letter that I submitted to you --

20 COURT: Sit down, Ms. Moore, and relax.

21 MR. HALL: -- the form letter --

22 COURT: You want some water?

23 MS. MOORE: Yes, sir.

24 (Pause)

25 UNKNOWN: Okay.

1 COURT: The form letter? What form letter you
2 talking about?

3 MR. HALL: The -- the form --

4 COURT: FHA?

5 MR. HALL: No, sir. The form letter that you
6 said -- ah -- you couldn't use, that you had to throw it
7 away --

8 COURT: The one that's not signed.

9 MR. HALL: That -- that -- the one that's not
10 signed.

11 COURT: Yeah -- well --

12 MR. HALL: Yes, sir.

13 COURT: Okay.

14 MR. HALL: Yes, sir. Now, Mr. Cassell is
15 trying to say that this letter was written after such and
16 such and such a thing --

17 COURT: Well, don't talk about that, because --

18 MR. HALL: -- well, but --

19 COURT: -- it's not signed.

20 MR. HALL: -- but the -- the problem is that
21 Mr. Cassell knew about the furnace. He knew about the
22 plumbing. He knew about the asbestos.

23 That's why he took it off the thing. Because
24 he said, you -- don't worry about it, because it didn't
25 have to be done.

1 That's why he didn't get a heating
2 certification.

3 UNKNOWN: Well, why did you sign it?

4 UNKNOWN: Yeah. You agreed to supply the
5 certification.

6 COURT: Why did you sign it?

7 MR. HALL: Because the contract --

8 COURT: What's this? Who sent this letter?

9 Oh. Ms. Moore.

10 UNKNOWN: Ms. Moore.

11 MS. MOORE: That -- yes.

12 COURT: Is that you?

13 Well, why did you sign it?

14 MS. MOORE: It -- there was another page.

15 COURT: Well, it's got sincerely yours -- I
16 don't know what the other page is.

17 MS. MOORE: Let me see it.

18 COURT: Show this to Ms. Moore.

19 MS. MOORE: There was another page.

20 UNKNOWN: Paid to do something -- he didn't do
21 it.

22 COURT: Yeah.

23 DR. PRIEST: It would seem to me that since Mr.
24 Hall had contracted with me, and he found that the
25 furnace was defective -- or, defective in any way -- it

1 would have come back to me.

2 COURT: I would think so.

3 DR. PRIEST: And say to me, Dr. Priest, you owe
4 me more money to correct this, this, or this.

5 He never did. And then, when Ms. Moore moved
6 in with an operable furnace -- maybe not to the way that
7 she wanted it --

8 MS. MOORE: It didn't work --

9 DR. PRIEST: -- but that's the way --

10 MS. MOORE: -- at all. It didn't work.

11 DR. PRIEST: -- that I sold the house.

12 MS. MOORE: It didn't work when I moved in.

13 DR. PRIEST: On the basis of him.

14 MR. HALL: Dr. Priest, the only time --

15 COURT: Could I have that letter back?

16 MS. MOORE: Oh -- okay.

17 MR. HALL: -- the only time that we spoke to
18 each other --

19 DR. PRIEST: That's what I am saying. You
20 never came back.

21 MR. HALL: -- was on a Wednesday night, when it
22 was raining, and -- ah -- Mr. Cassell and I came to your
23 house. You were sick.

24 DR. PRIEST: Okay.

25 MR. HALL: You were sick. And we sit down

1 there and talked, and Mr. Cassell told you that I wasn't
2 going -- well, that's neither here nor there.

3 But that's the only dealings that I had with
4 you, right or wrong.

5 DR. PRIEST: Well, you didn't come back --

6 MR. HALL: No, sir -- right or wrong --

7 DR. PRIEST: -- that was my question.

8 MR. HALL: -- right or wrong. Okay -- I -- I
9 sent --

10 DR. PRIEST: First time I saw you.

11 MR. HALL: -- I sent you a copy about the
12 remuneration of the termite work that I done. I still
13 got the copy here. You never got back to me. How -- and
14 -- ah -- Mike Cassell never done anything about it.

15 COURT: Here's an Orkin exterminating contract.
16 How could you go to settlement if there wasn't a termite
17 certification?

18 UNKNOWN: It -- it --

19 MS. MOORE: He provided the termite
20 certification --

21 UNKNOWN: Yeah.

22 COURT: Who did?

23 MS. MOORE: Mr. Cassell.

24 UNKNOWN: Yeah.

25 MS. MOORE: But I -- I called the man that was

1 -- Mr. James (phonetic) -- Mr. West (phonetic), he was
2 supposed to have done the work, and I asked him, what do
3 you do when you treat the house for termites?

4 He told me exactly what he does, and it was not
5 -- and from what he said --

6 COURT: Do you have a bill on your termite --

7 MS. MOORE: -- it's not done.

8 COURT: -- inspection?

9 MS. MOORE: It has not been done. Because of
10 the stink in the basement --

11 UNKNOWN: It's on the settlement sheet.

12 UNKNOWN: Yeah. It's on the settlement sheet.

13 MS. MOORE: -- he said -- he was supposed to
14 drill all around the basement --

15 UNKNOWN: I -- I -- do you have a copy of the
16 settlement sheet --

17 MS. MOORE: -- the base of the basement, and
18 outside.

19 COURT: You keep talking about that settlement
20 sheet, sir --

21 MS. MOORE: But you don't have the bill --

22 COURT: -- I never got it.

23 MR. HALL: Okay. Fine.

24 COURT: You keep talking about it.

25 MR. HALL: Okay. Then I have --

1 COURT: It must be an elusive settlement sheet.

2 MR. CASSELL: I saw it. Yeah. I have it here.

3 COURT: This is your Orkin. You gave me this,

4 Mr. Hall.

5 MR. HALL: Yes, I did.

6 (Pause)

7 UNKNOWN: Is this it?

8 MR. CASSELL: Yeah.

9 Here you are, Your Honor.

10 COURT: This is interesting. The inspection
11 revealed that the heating system is functioning properly,
12 and is capable of furnishing adequate heat for the
13 dwelling.

14 And you said, it never did work.

15 MS. MOORE: It never worked from day one.

16 COURT: This is signed --

17 UNKNOWN: Mr. Hall --

18 MS. MOORE: We haven't had any heat all winter

19 --

20 COURT: -- and this is signed by -- you're
21 Clifford Blackstone, right?

22 MS. MOORE: -- it was not working.

23 MR. BLACKSTONE: What happened there, Your

24 Honor --

25 COURT: Aren't you Clifford Blackstone?

1 MR. BLACKSTONE: No, sir.

2 COURT: You're not?

3 MS. MOORE: He is --

4 MR. BLACKSTONE: I'm not Clifford. I'm James.
5 Clifford is -- is with the county contractor.

6 COURT: Um-hm.

7 MR. BLACKSTONE: But the whole idea was that it
8 was a workable unit.

9 UNKNOWN: She said it never did.

10 UNKNOWN: She said never worked.

11 MR. BLACKSTONE: Wait a minute. Just a moment,
12 please.

13 She is right. Because after we found the
14 condition of the unit, and was shown to Mr. Hall -- who
15 explained it to you, sir -- that the furnace should not
16 be run in the condition it was in because it needed a new
17 combustion chamber -- and you said you would get some of
18 your people to do it --

19 UNKNOWN: No --

20 MR. BLACKSTONE: -- and you didn't.

21 UNKNOWN: -- sir -- I never talked to you.

22 MR. BLACKSTONE: You never talked to --

23 UNKNOWN: You never even told me about this --

24 MR. BLACKSTONE: -- but -- you told me the same
25 thing --

1 UNKNOWN: -- you -- how -- how you making
2 statements of what I said --

3 UNKNOWN: Okay --

4 UNKNOWN: You told me the same thing --

5 UNKNOWN: Okay --

6 MS. MOORE: You told me you'd get your friend
7 to come out --

8 UNKNOWN: That's not true.

9 UNKNOWN: You told me the same thing.

10 UNKNOWN: But I --

11 MS. MOORE: Yes, you did.

12 UNKNOWN: -- I -- I --

13 MS. MOORE: I have a letter.

14 MR. BLACKSTONE: Now, this is when we stopped.
15 We came back another time to see Ms. Moore, and after the
16 furnace was pulled, the burner -- the burner and all, in
17 the middle of the floor -- and you going to tell me you
18 never had anybody there to do that work?

19 UNKNOWN: Exactly.

20 UNKNOWN: It is --

21 UNKNOWN: Exactly --

22 UNKNOWN: And that's the way you got that three
23 --

24 UNKNOWN: -- I never talked to you --

25 UNKNOWN: -- that three hundred.

1 MR. BLACKSTONE: No, you didn't talk to me.
2 But I was checking the work.

3 UNKNOWN: That was -- that where he got that
4 three fifty.

5 MR. BLACKSTONE: Don't think I wasn't.

6 COURT: Three thirty-five for H.L. Westrake
7 (phonetic) on termite inspection?

8 And you're saying -- so that's all you really
9 paid at settlement, out of all of this here?

10 MR. CASSELL: And thirty-eight hundred dollars
11 was paid to the contractor for the work --

12 COURT: No -- no -- that was paid to the
13 contractor?

14 MR. CASSELL: Yeah.

15 UNKNOWN: John -- John was -- finagled me to
16 come over, and he trying to tell the Judge -- but the
17 truth comes to light -- the truth will come to light.

18 MR. CASSELL: Your Honor, I -- again, we're
19 just --

20 COURT: Anything new -- new? That you haven't
21 mentioned before, Doctor?

22 MR. CASSELL: No -- there was a contract --

23 COURT: Mr. Hall?

24 MR. CASSELL: -- a contract --

25 COURT: Anything new? Ms. Moore, anything new?

1 Mr. Blackstone?

2 MR. BLACKSTONE: Only --

3 COURT: Anything new. New.

4 MR. BLACKSTONE: -- not really new, Your Honor
5 -- not really.

6 COURT: The Plaintiff brought this action, Dr.
7 Priest, as the seller of his property to Mrs. Moore, who
8 is not even in the case.

9 He brought this action against Mr. Hall, with
10 whom he contracted per Plaintiff's Exhibit One -- where
11 is it? That's elusive, too.

12 I marked it Plaintiff's Exhibit One.

13 MR. CASSELL: Here it is, Your Honor.

14 COURT: Here it is.

15 We hereby propose to furnish labor and
16 materials complete and in accordance with above
17 specifications for the sum of \$3,800.00.

18 On a -- quote -- proposal, dated January 24,
19 1990 -- to James Priest and signed by Lowell Hall, James
20 Priest.

21 The Doctor contends that the certification was
22 never presented as to -- among other things -- the
23 furnace.

24 That the heating furnace did, in fact -- never
25 did work. Ms. Moore, who is a witness, testified that it

1 never worked.

2 Ah -- and a exhibit was introduced, that -- to
3 remove the existing boiler and install a new burner would
4 be \$3,025.00. To remove the asbestos, for -- asbestos
5 removal would be \$700.00, because the old boiler had
6 asbestos -- it would be \$3,725.00.

7 Plus the agreed -- the proposal -- the
8 certification by a licensed pest control operator. I've
9 got one figure -- that \$335.00 would -- had to be paid to
10 -- ah --

11 UNKNOWN: That's right. To Westrake.

12 UNKNOWN: To Westrake, for the termites.

13 COURT: To H.L. Westrake, to remove the
14 termites.

15 I've got another exhibit, supplied by Mrs.
16 Moore, that the -- Orkin wanted \$500.00 to remove the
17 termites.

18 Indeed, Mr. Hall presented a -- an estimate
19 from Orkin.

20 The Court was confused as to certification had
21 meant repair. After listening to the parties, whatever
22 I may think of -- as to the wisdom of a contract -- that
23 is not my function.

24 It is apparently clear, from the testimony,
25 that he agreed to provide a certification and if it did

1 not meet certification, to indeed repair it to bring it
2 up to a certification.

3 The verdict, therefore, must be in favor of the
4 Plaintiff for \$3,800.00.

5 These papers will remain a part of this case
6 for a period of thirty days, because you have a right to
7 take an appeal. If you wish to take an appeal, it must
8 be filed in writing. You got thirty days to make it.

9 I am not entering in a judgement against Mr.
10 Blackstone. Mr. Blackstone, whatever role he played, was
11 either as a subcontractor, or a -- a co worker with Mr.
12 Hall.

13 So, I'm not ruling against Mr. Blackstone.

14 MR. CASSELL: Your Honor, if I may?

15 Ah -- it is my understanding that Mr. Hall was
16 functioning as a subcontractor for Mr. Blackstone. It
17 seems then that the principal is responsible for the
18 actions of the agent.

19 COURT: That's if you contracted. You never
20 contracted with Blackstone. You contracted with Hall.

21 MR. CASSELL: Thank you, Your Honor.

22 MS. MOORE: Can I ask you --

23 MR. HALL: Your Honor?

24 COURT: Yeah?

25 MR. HALL: I know you made the ruling and all

1 but -- ah -- you -- you've been hoodwinked.

2 Because he knew about the furnace.

3 COURT: Well, wait --

4 MR. HALL: He knew about the furnace.

5 COURT: -- wait a minute. Hold it.

6 UNKNOWN: I didn't -- sign the contract --

7 COURT: Listen to me. I'm not saying I am --

8 MR. HALL: Oh --

9 COURT: Can I have that back?

10 I'm not saying that I --

11 MR. HALL: He knew.

12 COURT: -- hold it. I'm not saying I don't
13 make mistakes, but you -- what really got me up --
14 concerned is, you did, too -- and you saw it before you
15 signed the contract. You inspected the property.

16 Indeed, this appraisal from FHA -- whatever you
17 want to call it -- is dated November of eighty-nine. You
18 should have just drawn a line right there -- right
19 through it.

20 MR. HALL: I -- eighty-nine --

21 COURT: But the impression I got is, you wanted
22 that job to get started.

23 MR. HALL: No. No, sir. But --

24 COURT: And that's why I ruled against you.

25 MR. HALL: -- say -- in eighty-nine, I --

1 MR. CASSELL: Thank you, Your Honor --

2 MR. HALL: -- I didn't get this until ninety --

3 COURT: I don't -- hold it. I don't care --

4 when you got it, but it's dated November, eighty-nine.

5 Where do you stand?

6 MS. MOORE: Yes --

7 COURT: I don't know.

8 MS. MOORE: -- where do I stand?

9 COURT: I don't know.

10 MS. MOORE: I don't get -- they get the money,

11 and I have to sue them in Court.

12 COURT: Well -- that's what I --

13 MS. MOORE: Okay.

14 COURT: -- I -- hold it. I'm not your lawyer,

15 but that's what I would do.

16 MS. MOORE: Alright.

17 MR. HALL: But Your Honor, I would -- I would

18 like to file an appeal --

19 COURT: Yeah --

20 MR. HALL: -- to that -- ah --

21 COURT: -- now, you go downstairs -- listen to

22 me --

23 MR. HALL: Huh?

24 COURT: -- you see the Clerk -- listen to me.

25 You go downstairs, you see the Clerk, and

1 she'll show you how to take the appeal.

2 MR. HALL: Go downstairs and see the Clerk and

3 --

4 COURT: Yes, sir.

5 MR. HALL: -- and this -- this not right. That
6 man got away with murder up here. He lied. He cheated.

7 UNKNOWN: Mr. -- Judge Resnick, can I ask you
8 a question for one second?

9 COURT: What do you want?

10 MR. HALL: And he knew it, too.

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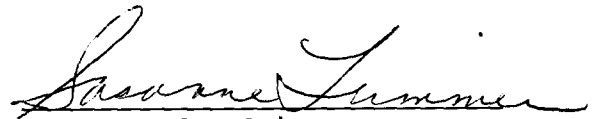
23

24

25

C E R T I F I C A T E

1
2
3 I, Susanne S. Trimmer, official court
4 transcriber for the District Court of Maryland, do hereby
5 certify that the foregoing testimony was taken before
6 Judge Alan M. Resnick, on the fourth day of June, 1991,
7 and that said testimony has been reduced to typewriting
8 by me, and that the foregoing transcript is a true and
9 accurate record of the proceedings herein to the best of
10 my knowledge and belief.
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Susanne S. Trimmer
September 24, 1991

FILED

OCT 30 1991

CIRCUIT COURT FOR
BALTIMORE CITY

91303043

CL139426

10/30/91

DISTRICT COURT OF MARYLAND
CIVIL SYSTEM COMPLAINT UPDATE

DIST: 01

DIST/LOC: 01 01 CASE NUMBER VER: 11136 - 91 CASE ACTIVITY DATE: 09/12/91
STATUS: A 04/02/91 CLAIM TYPE: CONT FILING DATE: 04/01/91 JUDGE ID: 955
TRIAL DATE: DISP: JUDG
COMPLAINT - NUM: 001 FILN DATE: 040191 TYPE: REGL AMNT: 4,500.00 ST: APPL
ACTV DATE: 07/12/91 RING NUM: 00 NORING FILN FEE: 10.00 SERVICE - FEE: 0.00
NO REF: DIST/LOC: 01 01 TO: DEF TYPE: PPCS BY: CODE: SV DATE: 041391
FILE #:

PLAINTIFF NAME: PRIEST, DR JAMES

COMPANY IND:

ADDRESS: 3000 GRANADA AVE

ADDRESS:

STATE: MD ZIP: 21207

TELEPHONE:

CITY: BALTO

ATTORNEY CODE:

VS.

DEFENDANT NAME: HALL, LOWELL

COMPANY IND:

ADDRESS: 3716 BRICE RUN APT B

ADDRESS:

STATE: MD ZIP: 21133

TELEPHONE:

CITY: BALTO

ATTORNEY CODE:

SAME PLAINTIFF:

SAME DEFENDANT:

REVERSED PARTIES:

NEXT PAGE

P/ N

PAGE 001

10/30/91

DISTRICT COURT OF MARYLAND
CIVIL SYSTEM COMPLAINT UPDATE

DIST: 01

DIST/LOC: 01 01 CASE NUMBER VER: 11136 - 91 CASE ACTIVITY DATE: 09/12/91
STATUS: A 04/02/91 CLAIM TYPE: CONT FILING DATE: 04/01/91 JUDGE ID: 955
1 AL DATE: DISP: JUDG

COMPLAINT - NUM: 002 FILN DATE: 040191 TYPE: REGL AMNT: 4,500.00 ST: JIFD
ACTV DATE: 06/05/91 RING NUM: 00 NORING FILN FEE: 0.00 SERVICE - FEE: 0.00
NO REF: DIST/LOC: 01 01 TO: DEF TYPE: PPCS BY: CODE: SV DATE: 041391
FILE #:

PLAINTIFF NAME: PRIEST, DR JAMES COMPANY IND:
ADDRESS: 3000 GRANADA AVE
ADDRESS: CITY: BALTO
STATE: MD ZIP: 21207 TELEPHONE: ATTORNEY CODE:

VS.

DEFENDANT NAME: BLACKSTONE, JAMES COMPANY IND:
ADDRESS: 2333 E FAYETTE ST
ADDRESS: CITY: BALTO
STATE: MD ZIP: 21224 TELEPHONE: ATTORNEY CODE:

SAME PLAINTIFF: SAME DEFENDANT: REVERSED PARTIES:
END OF DATA P/ 1 PAGE 002

10/30/91

DISTRICT COURT OF MARYLAND
CIVIL SYSTEM RELATED PERSONS UPDATE

DIST: 01

DIST/LOC: 01 01 CASE NUMBER VER: 11136 - 91 CASE ACTIVITY DATE: 09/12/91
STATUS: A 04/02/91 CLAIM TYPE: CONT FILING DATE: 04/01/91 JUDGE-ID: 955
TRIAL DATE: DISP: JUDG

C P: 001 PRIEST, DR JAMES VS HALL, LOWELL

CO. IND	TELEPHONE	ZIP	ST	CITY	ADDRESS	NAME	CODE	ATTNY	GAR	NUM	FLN
						PRIEST, DR JAMES					
						3000 GRANADA AVE					

DEF				BALTO							
						HALL, LOWELL					
						3716 BRICE RUN APT B					

				BALTO							

END OF DATA

F/ 01

PAGE: 001

10/30/91

DISTRICT COURT OF MARYLAND
CIVIL SYSTEM JUDGMENT UPDATE

DIST: 01

DIST/LOC: 01 01 CASE NUMBER VER: 11136 - 91 CASE ACTIVITY DATE: 09/12/91
(TUS: A 04/02/91 CLAIM TYPE: CONT FILING DATE: 04/01/91 JUDGE-ID: 955
TRIAL DATE: DISP: JUDG
COMP FILN DATE: 04/01/91 COMP ACTIV DATE: 07/12/91 COMP STATUS: APPL 07/12/91
COMPLAINT NUMBER: 001

PRIEST, DR JAMES

VS. HALL, LOWELL

JUDGMENT TYPE: JUDG

JUDGMENT DATE: 060491

JUDGMENT DIST/LOC: 01 01

JUDGE ID: 955

AMOUNT: 3,800.00

INTEREST: 0.00

ATTORNEY FEE: 0.00

COST: 10.00

IN FAVOR OF DEF:

DISMISSED WITH PREJUDICE:

RECORDED LIEN DATE: 060591

SATISFACTION DATE: MMDDYY

POST INTEREST LEGAL RATE: X CONTRACTUAL RATE:

NEXT PAGE

P/ N

PAGE: 001

SATISFACTION DATE CAN BE ENTERED ONLY - CASE APPEALED

10/30/91

DISTRICT COURT OF MARYLAND
CIVIL SYSTEM JUDGMENT UPDATE

DIST: 01

DIST/LOC: 01 01 CASE NUMBER VER: 11136 - 91 CASE ACTIVITY DATE: 09/12/91
STATUS: A 04/02/91 CLAIM TYPE: CONT FILING DATE: 04/01/91 JUDGE-ID: 955
TRIAL DATE: DISP: JUDG
COMP FILN DATE: 04/01/91 COMP ACTIV DATE: 06/05/91 COMP STATUS: JIFD 06/05/91
COMPLAINT NUMBER: 002

PRIEST, DR JAMES

VS. BLACKSTONE, JAMES

JUDGMENT TYPE: JUDG

JUDGMENT DATE: 060491

JUDGMENT DIST/LOC: 01 01

JUDGE ID: 955

AMOUNT: 0.00

INTEREST: 0.00

ATTORNEY FEE: 0.00

COST: 0.00

IN FAVOR OF DEF: X

DISMISSED WITH PREJUDICE:

RECORDED LIEN DATE:

SATISFACTION DATE: MMDDYY

POST INTEREST LEGAL RATE:

CONTRACTUAL RATE:

END OF DATA

F/ 01

PAGE: 002

10/30/91

DISTRICT COURT OF MARYLAND
CIVIL SYSTEM EVENT UPDATE

DIST: 01

I T/LOC: 01 01 CASE NUMBER VER: 11136 - 91 CASE ACTIVITY DATE: 09/12/91
STATUS: A 04/02/91 CLAIM TYPE: CONT FILING DATE: 04/01/91 JUDGE ID: 955
TRIAL DATE: DISP: JUDG

TYPE	DATE	OPER	COMP NUM	DOCKET ENTRIES	
FILN	040191	QDR		INITIAL AFFIDAVIT CASE FILING	
NOTC	040291		001	NOTICE OF INITIAL MERIT TRIAL	(PLN)-D1
NOTC	040291		002	NOTICE OF INITIAL MERIT TRIAL	(PLN)-D1
SERV	041391	QCM	001	REGL;040191;DEF;SV-SERVED	
SERV	041391	QCM	002	REGL;040191;DEF;SV-SERVED	
NOTC	041791		001	NOTICE OF OUTCOME OF ORIGINAL SERVICE	(PLN)-A1
NOTC	041791		002	NOTICE OF OUTCOME OF ORIGINAL SERVICE	(PLN)-A1
DEFN	050391	QDB	001	INTENTION TO DEFEND FILED	
NOTC	050391		001	NOTICE OF FILING OF INTENTION TO DEFEND	(PLN)-B1
NOTC	050391		001	NOTICE OF FILING OF INTENTION TO DEFEND	(DEF)-B1
JUDG	060491	QDG	001	TRIAL JUDGMENT ENTERED	

NEXT PAGE P/ N PAGE 01

30/91

DISTRICT COURT OF MARYLAND
CIVIL SYSTEM EVENT UPDATE

DIST: 01

DIST/LOC: 01 01 CASE NUMBER VER: 11136 - 91 CASE ACTIVITY DATE: 09/12/91
STATUS: A 04/02/91 CLAIM TYPE: CONT FILING DATE: 04/01/91 JUDGE ID: 955
TRIAL DATE: DISP: JUDG

TYPE	DATE	OPER	COMP NUM	DOCKET ENTRIES
TDEL	060491	QDG		TRIL:060491;0830A:01;BY 955;JUDGMENT ENTERED
JUDG	060491	QDG	002	JUDGMENT ENTERED IN FAVOR FOR DEFENDANT
NOTC	060591		001	NOTICE OF JUDGMENT ENTERED - JUDG (ALL)-J1
NOTC	060591		002	NOTICE OF JUDGMENT ENTERED - JUDG (ALL)-J1
APPL	070391	QWL	001	; ;APPEAL TO CIRCUIT COURT ;DEF
TRSC	070391	QWL	001	TRANSCRIPT COST IN APPEAL ; ;REQ BY DEF
COMM	083091	QEV	001	MOTION FOR EXTENSION OF TIME FILED IN CIRCUIT COURT
COMM	083091	QEV	001	BY DEF #1
COMM	091091	QEV	001	MOTION GRANTED JUDGE JOSEPH H H KAPLAN

END OF DATA

P/ 1

PAGE 02

CASE No. 0101-11136-90

DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

PARTIES

Plaintiff:
DR. JAMES PRIEST
3000 GRANADA AVENUE
BALTIMORE, MARYLAND 21207

VS

Defendant(s):	Return
1 LOWELL HALL 3716 BRICE RUN, APT. B BALTIMORE, MARYLAND 21133	
2 JAMES BLACKSTONE 2333 E. FAYETTE STREET BALTIMORE, MARYLAND 21224	
3	
4	

ATTORNEYS

For Plaintiff - Name, Address & Telephone No.

JUN 4 1991 REEL 8400 BEGINNING AT 8739 ENDING AT 100104
P. app. FD. 1+2 app. JUDGE ALAN M. RESNICK

REEL 8396 BEGINNING AT 8001 ENDING AT 1244104

JUDGE ALAN M. RESNICK



DISTRICT COURT OF MARYLAND FOR

DC/CV 1 (Rev. 1/88)

LOCATED AT (COURT ADDRESS)
501 E. FAYETTE STREETS, 21202

CASE NO.
CV 11136-91

Plaintiff:
DR. JAMES S. GRANA
3000 GRANADA
BALTIMORE, MARYLAND 21207

Table with 2 columns: Defendant(s), Return. Contains names and addresses for Lowell Hall and James Blackstone.

Plaintiff - Name, Address & Telephone No.
OL 13942

BALTIMORE - C COMPLAINT
\$2,500 or under over \$2,500

Clerk: Please docket this case in an action of contract tort replevin
detinue.

The particulars of this case are:
On January 24, 1990, I entered into a contract with Lowell Hall, contractor of James Blackstone General Contractor. For \$3,800.00, they agreed to make certain repairs, and to supply certifications for a property that I own at 306 N. Hilton Street. I paid them the total sum, as agreed to in the contract of sale. However, they did not make all of the repairs, and provided all of the contracts that were agreed to in the contract. When my agent, Micheal Cassell, attempted to have them comply with the contract, they refused. The purpose of me having the repairs made was to sell the property, I sold the property. The buyer has been greatly inconvenienced by the fact that the repairs and certifications were not properly completed. The purchaser has filed a complaint against my agent, Micheal Cassell. I am anxious to either have the contractors do the work as they agreed, and were paid for, as specifically outlined in our contract, or for them to provide the funds that are necessary for me to have the work done properly.

Civil Case # 11136-91
Trial Date & Time TO BE NOTIFIED
(See Continuation Sheet) CONTRACT TO DC
04/01/91 13:32 018333 010147

The Plaintiff claims:
[X] \$ 4500.00 plus interest of \$ and attorney's fees of \$ N/A plus court costs.
[] Return of the property and damages of \$ for its detention in an action of replevin.
[] Return of the property, or its value, plus damages of \$ for its detention in action of detinue.
[X] Other: and demands judgement for relief. Make all necessary repairs.

Signature of Plaintiff/Attorney
Telephone Number:

APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT

There are attached the documents indicated which contain sufficient detail as to liability and damage to apprise the Defendant clearly of the claim against the Defendant, including the amount of any interest claimed.

[] Properly authenticated copy of any note, security agreement upon which claim is based
[] Itemized statement of account [] Interest Work Sheet
[] Vouchers [] Check [X] Other written document [X] Contract
[] Verified itemized repair bill or estimate
I HEREBY CERTIFY: That I am the [] Plaintiff [] of the plaintiff herein and am competent

(Owner/Partner/Agent/Officer) to testify to the matters stated herein, which are made on my personal knowledge; that there is justly due and owing by the Defendant to the Plaintiff the sum set forth in the Complaint.

[] That

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the above Complaint are true and I am competent to testify to these matters. The Defendant is not now in the military service, as defined in the Soldier's and Sailor's Civil Relief Act of 1940 with amendments, nor has been in such service within thirty days hereof.

3/30/91
Date

James Priest
Signature of Affiant

Vertical stamp: CIVIL, CHECK, CHINA, 2:55 PM, APR 1 1991, H000843, \$20.00, \$20.00, \$20.00, \$20.00, \$20.00, 02280781, H:11

Def # 001



DISTRICT COURT OF MARYLAND FOR

Baltimore MD
City/County

Located at 501 E Fayette St
Court Address

Case No. 11136-91

James Priest

vs.

Lowell Hall

CIVIL APPEAL/REQUEST FOR TRANSCRIPT

To the Clerk:

Please note an appeal in the case referenced above. Appellant is the in the said case.

Defendant

- District Court cost of \$10 enclosed.
- Advance Circuit Court filing fee of \$80 enclosed.
- Appellant, as an indigent, seeks a waiver of costs.
- The amount in controversy being greater than \$2,500, a transcript is requested. A deposit of

\$ 140.00 is enclosed.*

Date of Trial 6-4-91

Location of Trial 501 E Fayette St
Lowell Hall

Appellant/Attorney
3716 Bruce Run Rd. 521-2590
Address Telephone No.

CERTIFICATE OF SERVICE

I certify that I served a Notice of Appeal upon the following party or parties by first class mail, postage prepaid on 7-7-91 Date

James Priest
3000 Grand Ave
Name
Name

RECEIVED
DISTRICT COURT
JUL 3 2 05 PM '91
SUBMITTED
CIRCUIT
CLERK OF COURT
Address
Address

7-7-91 Date

Lowell Hall
Appellant/Attorney

*NOTE:

A transcript of the District Court proceeding is required only if the amount in controversy exceeds \$2,500. The cost of transcript is \$2.00 per page for an original and one copy. A deposit of \$50.00 is required when the transcript is requested. You will be billed for the balance. The appeal will not be forwarded until all costs, including the cost of the transcript, have been paid.

6-4-91	8400	3739	1001
	8396	0001	1244

1000
1001
1001
1001
1001
1001

THE COURT OF APPEALS IN AND FOR THE DISTRICT OF COLUMBIA
IN RE: [illegible]
[illegible] vs [illegible]

NOTE:

10-11

[Handwritten signature]

Civil Case # 11136 91
CIVIL APPEAL 10.00

07/03/91 14:14 026520 010147

Transcript

Other Case # 11136 91
50.00

10-11

07/03/91 14:15 026520 010147

STATE OF GEORGIA

[Handwritten notes and signatures]

TO THE COURT OF APPEALS IN AND FOR THE DISTRICT OF COLUMBIA
IN RE: [illegible]
[illegible] vs [illegible]

IN THE MATTER OF [illegible]
[illegible] vs [illegible]

TRANSFERRED TO THE DISTRICT COURT

[Handwritten notes and signatures]

APPEALED
7-3-91

EXPIRES
9-3-91 40814



DISTRICT COURT OF MARYLAND FOR BALTO. CITY

Located at 501 E. FAYETTE ST Court Address Case No. 11136-91
(M/V - Criminal - Civil)

JAMES PRIEST VS. LOWELL HALL

Full Name of Plaintiff(s)

Full Name of Defendant(s)

REQUEST FOR CASSETTE/TRANSCRIPT

Please prepare a cassette transcript of the above entitled case and bill to:

Name LOWELL HALL Transcript Other Case # 11136 91
158.00
Number and Street 3714 BRICE RUN APT. B Paid By Cash Tendered
City BALTO. MD. State 21133 Zip 21133
Date 7-11-91 Signature of Applicant LOWELL HALL Telephone
Apt. # B 10/28/91 15:56 033610 010147

TRANSCRIBER INFORMATION

Court Location CIVIL Trial Date 6-4-91
Appeal Date (If Applicable) 7-3-91 Judge RESNICK
Att'y for Pltf. Att'y for Deft.

Reel No. 8400 Beginning 3739 Ending 1001
Reel No. 8394 Beginning 0001 Ending 1244
Reel No. Beginning Ending

Transcriber Comments

INVOICE

104 Pages @ ~~\$1.50~~ ^{2.00} per page..... \$ 208.00
Cassette @\$10.00..... \$
Additional Cassette(s) @\$5.00 ea..... \$
Less Deposit..... \$ 50.00
Balance Due..... \$ 158.00

S. Grimmer
Transcriber
Transcriber
Transcriber

Paid Date

Date

Clerk

PROPOSAL

James Blackstone
(301) 677-4782
Lic. #20167

Lowell Hall
(301) 521-2790

To: James Priest

Address 306 N. Hilton Street

Baltimore, Maryland 21229

Date January 24, 1990

We propose to:

#1 To make certification stated herein stated:

- A. To submit certification by licensed pest control operator.
- B. To submit certification by licensed contractor on plumbing, heating and electricity.
- C. Submit evidence that the roof is in sound waterproof condition.
- D. Submit certification of inspection for defective paint surfaces.

#2 To repair all items stated below as specified.

- A. Basement interior wall, ceiling, woodtrim surfaces where flaking.
- B. Piping along basement walls and ceiling.
- C. Exterior woodtrim (including trim behind storm equipment).
- D. Kitchen radiator.
- E. Front porch ceiling.
- F. Interior window sills of front and middle bedrooms.
- G. Exterior metal trim and cornices of both front porch and main roofs (including porch and windows bars). SEE ADDENDUM:

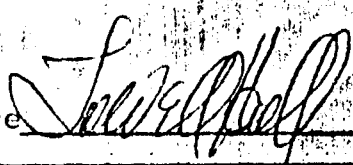
We hereby propose to furnish labor and materials- complete in accordance with the above specifications, for the sum of:

Three Thousand Eight Hundred dollars (\$ 3,000) with payment to be made as follows:

To be paid half to start, and the remainder upon completion of project.

All materials is guranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

NOTE: This proposal will be withdrawn by us if not accepted within 30 days.

Authorized Signature 

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted: Date _____

Signature James A. Priest

(Customer signs here)

Addendum
306 N. Hilton
Baltimore, Maryland
21229

#3 To repair all items stated below as specified.

- A. Install handrails along front porch and interior basement steps.
- B. Repair and plaster water damaged walls and ceilings.
- C. Secure basement rear storm window.
- D. Properly have termite damaged door trim in basement inspected by HUD inspector to determine extent of damaged and proper course of repair.



DISTRICT COURT OF MARYLAND FOR

BALTIMORE CITY
City/County

Located at 501 E. Fayette Street, 21202
Court Address

Case No.

Dr. James Priest

Lowell Hall

Name

Name

3000 Granada Avenue

VS.

3716 Brice Run, Apt. B

Address

County

Address

County

Baltimore, Maryland 21207

Baltimore, Maryland 21133

Plaintiff/Judgment Creditor

Defendant/Judgment Debtor

- Original Summons
Renewal

- Serve by Sheriff
Send by restricted delivery mail.
Return to Plaintiff to serve.

REQUEST FOR SUMMONS

Please issue the summons in this case for Lowell Hall
at the above verified address.

3/30/91
Date

[Signature]
Plaintiff/Attorney

3000 Granada Avenue
Address

WRIT OF SUMMONS

The trial date in this case has been scheduled.

You are summoned to appear for trial on ..., 19..., at ..., at the
location shown above. If you intend to present at the trial, you must file the Notice of Intention to Defend within
15 days of receiving this Complaint. Failure to file the Notice of Intention to Defend may result in a judgment
by default or the granting of the relief sought.

Must be served by
Date

Return must be made promptly and in any event within the
time during which the person served must respond to process.
Clerk

TRIAL DATE NOTICE

Dr. James Priest

Lowell Hall

Plaintiff

VS.

Defendant

Case No.:

Trial Date:

NOTICE TO PLAINTIFF

Rule 3-306 provides that prior to entry of final judgment, the Plaintiff shall inform the Court of any reduction
in the amount of the claim by virtue of any payment made after the case is filed.

Therefore, if Affidavit Judgment has been requested in this case, and if no defense to the claim is made,
the Plaintiff may be entitled to judgment on/or after the trial date, upon filing with the Court, information as
to any payments or credits, and the amount claimed at the date judgment is to be entered.

Appellant

LOWELL HALL

vs.

Appellee

JAMES PRIEST

: : : : : : : : : :

IN THE CIRCUIT COURT
OF
BALTIMORE CITY

FILED

SEP 8 1991

CIRCUIT COURT FOR
BALTIMORE CITY;

DISTRICT COURT NO.

11136-91

MOTION FOR EXTENSION OF TIME

Appellant, in proper person, moves for an extension of time in which to file a transcript in this case and in support thereof says:

1. This is an appeal from a judgment of the District Court of Baltimore City dated 6-5-91 titled LOWELL

HALL vs. JAMES PREIST

Case No. 11136-91, said appeal was filed on 7-3-91

2. A request for the transcript was filed with the District Court on 7-3-91.

3. Appellant has been advised by the District Court that it will not be able to complete the transcript within the required time.

WHEREFORE, the Appellant requests that an extension of time be granted in order that a transcript of the proceedings below may be prepared.

RECEIVED
DIST. COURT MD.
1ST
SEP 11 9 56 AM '91

LOWELL HALL
Name *WL*

3716 BRICE RUN , APT B

BALTIMORE, MD 21133
Address

I HEREBY CERTIFY that on this 30th day of AUGUST
19 91, a copy of the foregoing motion and extension of time
and order of court was mailed to DR. JAMES PRIEST
Name
3000 GRANADA AVENUE BALTIMORE, MD 21207
Address

LOWELL HALL WL
Name (Appellant)

Appellant

LOWELL HALL

vs

Appellee

DR. JAMES PREIST

IN THE CIRCUIT COURT
OF
BALTIMORE CITY

DISTRICT COURT NO.

11136-91

.....

O R D E R

ORDERED by the CIRCUIT COURT OF BALTIMORE CITY this 10 DAY
of September, 1991, that the Appellant be granted
an extension for 60 days in which to file the transcript.


JUDGE
JOSEPH H. H. KAPLAN
Judge



DISTRICT COURT OF MARYLAND FOR

BALTIMORE CITY

City/County

Located at 501 E. Fayette Street, 21202
Court Address

Case No.

Dr. James Priest

Lowell Hall

Name

Name

3000 Granada Avenue

VS.

3716 Brice Run, Apt. B

Address

County

Address

County

Baltimore, Maryland 21207

Baltimore, Maryland 21133

Plaintiff/Judgment Creditor

Defendant/Judgment Debtor

Original Summons

Renewal

Serve by Sheriff

Send by restricted delivery mail.

Return to Plaintiff to serve.

REQUEST FOR SUMMONS

Please issue the summons in this case for Lowell Hall at the above verified address.

3/21/91

Signature of Plaintiff/Attorney

Date

Plaintiff/Attorney

3000 Granada Avenue

Address

WRIT OF SUMMONS

The trial date in this case has been scheduled.

You are summoned to appear for trial on 19... at... at the location shown above. If you intend to present at the trial, you must file the Notice of Intention to Defend within 15 days of receiving this Complaint.

Must be served by

Return must be made promptly and in any event within the time during which the person served must respond to process.

NOTICE OF INTENTION TO DEFEND

Dr. James Priest

Lowell Hall

Plaintiff

VS.

Defendant

Case No.:

Trial Date:

If you contest the claim or any part thereof, you must file this Notice of Intention to Defend no later than 15 days after you receive this Summons and be present in court on the trial date.

SEE REVERSE SIDE FOR IMPORTANT NOTICE

I intend to be present at the trial of this claim and demand proof of the Plaintiff's claim.

Explanation of defense:

Date

Signature

Work Phone:

Home:

Address



DISTRICT COURT OF MARYLAND FOR

BAITIMORE CITY
City/County

NOTICE TO THE PERSON BEING SUED

You have been sued in this Court by the Plaintiff named herein, who claims that you owe him money. If you do not come to court on the trial date, the Court may enter a judgment against you for the amount claimed.

If you admit that you owe all of the money claimed and wish to pay it, you should contact the Plaintiff or the Plaintiff's attorney.

It is important that you come to court if you do not believe that you owe the amount of the claim against you; you will then have the right to make the other side prove the claim at a trial. If you intend to appear and contest the claim, you must sign the bottom part of this form, on the reverse side, marked "NOTICE OF INTENTION TO DEFEND." Tear it off and return it to the Court at the address shown on the other side within 15 days of the time you receive this paper. You must then be in court at the date and time of trial. Bring this paper with you and any others that you have received about your case, plus any letters, receipts, contracts, or other documents pertinent to the matter. You should also bring any witnesses who may be of help to you in explaining your case. If you want to have a witness summoned to appear, you should contact the clerk of the Court. (There will be a charge for issuing a summons for the witness.)

WRIT OF SUMMONS

The trial date in this case has been scheduled. You are summoned to appear for trial on _____ at _____, 19____ at the _____ location shown above. If you intend to present at the trial, you must file the Notice of Intention to Defend within 15 days of receiving this Complaint. Failure to file the Notice of Intention to Defend may result in a judgment by default or the granting of the relief sought.

Must be served by _____ Date _____ Clerk _____ Return must be made promptly and in any event within the time during which the person served must respond to process.

NOTICE OF INTENTION TO DEFEND

Dr. James Priest vs. Lowell Hall
Plaintiff Defendant

Case No.: _____ Trial Date: _____

If you contest the claim or any part thereof, you must file this Notice of Intention to Defend no later than 15 days after you receive this summons and be present in court on the trial date. If you do not appear, judgment by default or the relief sought may be granted.

SEE REVERSE SIDE FOR IMPORTANT NOTICE

I intend to be present at the trial of this claim and demand proof of the Plaintiff's claim.

Explanation of defense: _____
Date _____ Signature _____
Address _____
Work Phone: _____ Home: _____



DISTRICT COURT OF MARYLAND FOR

BALTIMORE CITY

City/County

Located at 501 E. Fayette Street, 21202
Court Address

Case No.

Dr. James Priest

Lowell Hall

Name

Name

3000 Granada Avenue

VS.

3716 Brice Run, Apt. B

Address

County

Address

County

Baltimore, Maryland 21207

Baltimore, Maryland 21133

Plaintiff/Judgment Creditor

Defendant/Judgment Debtor

- Original Summons
- Renewal

- Serve by Sheriff
- Send by restricted delivery mail.
- Return to Plaintiff to serve.

REQUEST FOR SUMMONS

Please issue the summons in this case for Lowell Hall
at the above verified address.

3/30/91

Date

James Priest
Plaintiff/Attorney

3000 Granada Avenue

Address

WRIT OF SUMMONS

The trial date in this case has been scheduled.

You are summoned to appear for trial on....., 19....., at....., at the
location shown above. If you intend to present at the trial, you must file the Notice of Intention to Defend within
15 days of receiving this Complaint. Failure to file the Notice of Intention to Defend may result in a judgment
by default or the granting of the relief sought.

Date

Clerk

Must be served by

Return must be made promptly and in any event within the
time during which the person served must respond to process.

Dr. James Priest

Lowell Hall



DISTRICT COURT OF MARYLAND FOR

BALTIMORE CITY

City/County

Located at 501 E. Fayette Street, 21202
Court Address

Case No.

Dr. James Priest

Lowell Hall

Name

Name

3000 Granada Avenue

VS.

3716 Brice Run, Apt. B

Address

County

Address

County

Baltimore, Maryland 21207

Baltimore, Maryland 21133

Plaintiff/Judgment Creditor

Defendant/Judgment Debtor

Original Summons

Serve by Sheriff

Renewal

Send by restricted delivery mail.

Return to Plaintiff to serve.

REQUEST FOR SUMMONS

Please issue the summons in this case for Lowell Hall
at the above verified address.

3/3/91

Date

James Priest

Plaintiff/Attorney

3000 Granada Avenue

Address

WRIT OF SUMMONS

The trial date in this case has been scheduled.

You are summoned to appear for trial on _____, 19____, at _____, at the location shown above. If you intend to present at the trial, you must file the Notice of Intention to Defend within 15 days of receiving this Complaint. Failure to file the Notice of Intention to Defend may result in a judgment by default or the granting of the relief sought.

Date

Clerk

Must be served by _____

Return must be made promptly and in any event within the time during which the person served must respond to process.

Dr. James Priest

Lowell Hall



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

City/County

Located at 501 E. Fayette Street, 21202

Court Address

Case No.

Dr. James Priest

vs.

Lowell Hall

Plaintiff/Judgment Creditor

Defendant/Judgment Debtor

Trial Date Issue Date Expiration Date Received From County

REQUEST FOR SERVICE

Please serve the attached process on the person shown.

ORDER FOR SERVICE

You are hereby commanded to serve the attached process and to make your return promptly on this Order if served, and if you are unable to serve, you are to make your return on this Order and return the original process to the Court no later than ten days following the termination of the validity of the process.

Case No.

Type of Paper

If service is not effected, send refund to:

Dr. James Priest

3000 Granada Avenue

Baltimore, Maryland 21207

Date

Clerk

PROOF OF SERVICE

I CERTIFY

I that I served a Summons by restricted delivery mail, return card attached delivery to

Name

Title

on

Date

Time

Description of Defendant: Race Sex Ht.

Wt Age Other

I and left with him a copy of the Complaint and all supporting papers.

I posted the premises at

I was unable to serve because

I served the Writ of Garnishment on Wages on the Garnishee by restricted delivery mail, return card attached delivery to

I served the Writ of Garnishment on Property on the Garnishee by restricted delivery mail, return card attached delivery to

and promptly after service mailed a copy of the Writ to the Judgment Debtor's last known address.

I served an Order to Appear for Oral Examination in Aid of Enforcement by restricted delivery mail, return card attached delivery to

I served a Show Cause Order by restricted delivery mail, return card attached delivery to

return is made by an individual other than a sheriff or constable, I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information and belief and do further affirm I am a competent person over 18 years of age and not a party to the case.

Serve on

Garnishee/Agent

Address

City, State, Zip

Serve in County

Special Instructions:

Date

Signature

Title

Time

Address if Private Process Server

Telephone Number if Private Process Server

Plaintiff Dr. James Priest

Plaintiff's Attorney

Address 3000 Granada Avenue

City, State, Zip Baltimore, Maryland 21207

Defendant Lowell Hall

Serve on

Address 3716 Brice Run, Apt. B

City, State, Zip Baltimore, Maryland 21133

Serve in county.

ATTEMPT

1 Date/Time

2 Date/Time

3 Date/Time

4 Date/Time



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

City/County

Located at 501 E. Fayette Street, 21202

Court Address

Case No.

Dr. James Priest

VS.

Lowell Hall

Plaintiff/Judgment Creditor

Defendant/Judgment Debtor

Trial Date Issue Date Expiration Date Received From County

REQUEST FOR SERVICE

Please serve the attached process on the person shown.

ORDER FOR SERVICE

You are hereby commanded to serve the attached process and to make your return promptly on this Order if served, and if you are unable to serve, you are to make your return on this Order and return the original process to the Court no later than ten days following the termination of the validity of the process.

Case No.

Type of Paper

If service is not effected, send refund to:

Dr. James Priest

3000 Granada Avenue

Baltimore, Maryland 21207

Date

Clerk

PROOF OF SERVICE

I CERTIFY

I served a Summons by restricted delivery mail, return card attached delivery to

Name

Title

on

Date

Time

Description of Defendant: Race Sex Ht.

Wt Age Other

I and left with him a copy of the Complaint and all supporting papers.

I posted the premises at

I was unable to serve because

I served the Writ of Garnishment on Wages on the Garnishee by restricted delivery mail, return card attached delivery to

I served the Writ of Garnishment on Property on the Garnishee by restricted delivery mail, return card attached delivery to

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I served an Order to Appear for Oral Examination in Aid of Enforcement by restricted delivery mail, return card attached delivery to

I served a Show Cause Order by restricted delivery mail, return card attached delivery to

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Date

Signature

Title

Time

Address if Private Process Server

Telephone Number if Private Process Server

Plaintiff Dr. James Priest

Plaintiff's Attorney

Address 3000 Granada Avenue

City, State, Zip Baltimore, Maryland 21207

Defendant Lowell Hall

Serve on

Address 3716 Brice Run, Apt. B

City, State, Zip Baltimore, Maryland 21133

Serve in county.

Serve on

Garnishee/Agent

Address

City, State, Zip

Serve in County

Special Instructions:

ATTEMPT

1 Date/Time

2 Date/Time

3 Date/Time

4 Date/Time



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

Located at 501 E. Fayette Street, 21202

City/County

Court Address

Case No.

Dr. James Priest

VS.

Lowell Hall

Plaintiff/Judgment Creditor

Defendant/Judgment Debtor

Trial Date Issue Date Expiration Date Received From County

REQUEST FOR SERVICE

Please serve the attached process on the person shown.

ORDER FOR SERVICE

You are hereby commanded to serve the attached process and to make your return promptly on this Order if served, and if you are unable to serve, you are to make your return on this Order and return the original process to the Court no later than ten days following the termination of the validity of the process.

Case No.

Type of Paper

If service is not effected, send refund to:

Dr. James Priest

3000 Granada Avenue

Baltimore, Maryland 21207

Date

Clerk

PROOF OF SERVICE

I CERTIFY

I that I served a Summons by restricted delivery mail, return card attached delivery to

Name

Title

On

Date

Time

Description of Defendant: Race Sex Ht

Wt Age Other

- I and left with him a copy of the Complaint and all supporting papers.
I posted the premises at
I was unable to serve because

I served the Writ of Garnishment on Wages on the Garnishee by restricted delivery mail, return card attached delivery to

I served the Writ of Garnishment on Property on the Garnishee by restricted delivery mail, return card attached delivery to

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I served a Show Cause Order by restricted delivery mail, return card attached delivery to

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Date

Signature

Title

Time

Address if Private Process Server

Telephone Number if Private Process Server

Plaintiff Dr. James Priest

Plaintiff's Attorney

Address 3000 Granada Avenue

City, State, Zip Baltimore, Maryland 21207

Defendant Lowell Hall

Address 3716 Brice Run, Apt. B

City, State, Zip Baltimore, Maryland 21133

Serve in county.

Serve on

Garnishee/Agent

Address

City, State, Zip

Serve in County

Special Instructions:

ATTEMPT

1 Date/Time

2 Date/Time

3 Date/Time

4 Date/Time



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

City/County

Located at 501 E. Fayette Street, 21202

Court Address

Case No.

Dr. James Priest

VS.

Lowell Hall

Plaintiff/Judgment Creditor

Defendant/Judgment Debtor

Trial Date Issue Date Expiration Date Received From County

REQUEST FOR SERVICE

Please serve the attached process on the person shown.

ORDER FOR SERVICE

You are hereby commanded to serve the attached process and to make your return promptly on this Order if served, and if you are unable to serve, you are to make your return on this Order and return the original process to the Court no later than ten days following the termination of the validity of the process.

Case No.

Type of Paper

If service is not effected, send refund to:

Dr. James Priest

3000 Granada Avenue

Baltimore, Maryland 21207

Date

Clerk

PROOF OF SERVICE

I CERTIFY

I that I served a Summons by restricted delivery mail, return card attached delivery to

Name

Title

On

Date

Time

Description of Defendant: Race Sex Ht.

Wt Age Other

I and left with him a copy of the Complaint and all supporting papers.

I I posted the premises at

I I was unable to serve because

I I served the Writ of Garnishment on Wages on the Garnishee by restricted delivery mail, return card attached delivery to

I I served the Writ of Garnishment on Property on the Garnishee by restricted delivery mail, return card attached delivery to

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I I served an Order to Appear for Oral Examination in Aid of Enforcement by restricted delivery mail, return card attached delivery to

I I served a Show Cause Order by restricted delivery mail, return card attached delivery to

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Serve on

Garnishee/Agent

Address

City, State, Zip

Serve in County

Special Instructions:

Date

Signature

Title

Time

Address if Private Process Server

Telephone Number if Private Process Server

Plaintiff Dr. James Priest

Plaintiff's Attorney

Address 3000 Granada Avenue

City, State, Zip Baltimore, Maryland 21207

Defendant Lowell Hall

Serve on

Address 3716 Brice Run, Apt. B

City, State, Zip Baltimore, Maryland 21133

Serve in county.

ATTEMPT

1 Date/Time

2 Date/Time

3 Date/Time

4 Date/Time



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

City/County

Located at 501 E. Fayette Street, 21202

Court Address

Case No.

Dr. James Priest

VS.

Lowell Hall

Plaintiff/Judgment Creditor

Defendant/Judgment Debtor

Trial Date Issue Date Expiration Date Received From County

REQUEST FOR SERVICE

Please serve the attached process on the person shown.

ORDER FOR SERVICE

You are hereby commanded to serve the attached process and to make your return promptly on this Order if served, and if you are unable to serve, you are to make your return on this Order and return the original process to the Court no later than ten days following the termination of the validity of the process.

Case No.

Type of Paper

If service is not effected, send refund to:

Dr. James Priest

3000 Granada Avenue

Baltimore, Maryland 21207

Date

Clerk

PROOF OF SERVICE

I CERTIFY

I served a Summons by restricted delivery mail, return card attached delivery to

Name

Title

ON

Date

Time

Description of Defendant: Race Sex Ht. Wt. Age Other

I and left with him a copy of the Complaint and all supporting papers. I posted the premises at I was unable to serve because

I served the Writ of Garnishment on Wages on the Garnishee by restricted delivery mail, return card attached delivery to

I served the Writ of Garnishment on Property on the Garnishee by restricted delivery mail, return card attached delivery to

and promptly after service mailed a copy of the Writ to the Judgment Debtor's last known address.

I served an Order to Appear for Oral Examination in Aid of Enforcement by restricted delivery mail, return card attached delivery to

I served a Show Cause Order by restricted delivery mail, return card attached delivery to

return is made by an individual other than a sheriff or constable, I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information and belief and do further affirm I am a competent person over 18 years of age and not a party to the case.

Date

Signature

Title

Time

Address if Private Process Server

Telephone Number if Private Process Server

Plaintiff Dr. James Priest

Plaintiff's Attorney

Address 3000 Granada Avenue

City, State, Zip Baltimore, Maryland 21207

Defendant Lowell Hall

Serve on

Address 3716 Brice Run, Apt. B

City, State, Zip Baltimore, Maryland 21133

Serve in county.

Serve on

Garnishee/Agent

Address

City, State, Zip

Serve in County

Special Instructions:

ATTEMPT

1 Date/Time

2 Date/Time

3 Date/Time

4 Date/Time



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

Located at 501 E. Fayette Street, 21202

City/County

Court Address

Case No.

Dr. James Priest

Lowell Hall

Plaintiff/Judgment Creditor

VS.

Defendant/Judgment Debtor

Trial Date Issue Date Expiration Date Received From County

REQUEST FOR SERVICE

Please serve the attached process on the person shown.

ORDER FOR SERVICE

You are hereby commanded to serve the attached process and to make your return promptly on this Order if served, and if you are unable to serve, you are to make your return on this Order and return the original process to the Court no later than ten days following the termination of the validity of the process.

Case No.

Type of Paper

If service is not effected, send refund to:

Dr. James Priest

3000 Granada Avenue

Baltimore, Maryland 21207

Date

Clerk

PROOF OF SERVICE

I CERTIFY

I that I served a Summons by restricted delivery mail, return card attached delivery to

Name

Title

On

Date

Time

Description of Defendant: Race Sex Ht.

Wt Age Other

I and left with him a copy of the Complaint and all supporting papers.

I posted the premises at

I was unable to serve because

I served the Writ of Garnishment on Wages on the Garnishee by restricted delivery mail, return card attached delivery to

I served the Writ of Garnishment on Property on the Garnishee by restricted delivery mail, return card attached delivery to

and promptly after service mailed a copy of the Writ to the Judgment Debtor's last known address.

I served an Order to Appear for Oral Examination in Aid of Enforcement by restricted delivery mail, return card attached delivery to

I served a Show Cause Order by restricted delivery mail, return card attached delivery to

return is made by an individual other than a sheriff or constable, I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information and belief and do further affirm I am a competent person over 18 years of age and not a party to the case.

Serve on

Garnishee/Agent

Address

City, State, Zip

Serve in County

Special Instructions:

Date

Signature

Title

Time

Address if Private Process Server

Telephone Number if Private Process Server

Plaintiff Dr. James Priest

Plaintiff's Attorney

Address 3000 Granada Avenue

City, State, Zip Baltimore, Maryland 21207

Defendant Lowell Hall

Serve on

Address 3716 Brice Run, Apt. B

City, State, Zip Baltimore, Maryland 21133

Serve in county.

ATTEMPT

1 Date/Time

2 Date/Time

3 Date/Time

4 Date/Time



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

City/County

Located at 501 E. Fayette Street, 21202

Court Address

Case No.

Dr. James Priest

James Blackstone

Name

3000 Granada Avenue

Name

2333 E. Fayette Street

Address

Baltimore, Maryland 21207

County

VS.

Address

Baltimore, Maryland 21224

County

Plaintiff/Judgment Creditor

Defendant/Judgment Debtor

- Original Summons
Renewal

- Serve by Sheriff
Send by restricted delivery mail.
Return to Plaintiff to serve.

REQUEST FOR SUMMONS

Please issue the summons in this case for James Blackstone at the above verified address.

3/30/91 Date

James Priest, Plaintiff/Attorney, 3000 Granada Avenue, Address

WRIT OF SUMMONS

The trial date in this case has been scheduled.

You are summoned to appear for trial on JUN-4 '91 10:30 AM at the location shown above. If you intend to present at the trial, you must file the Notice of Intention to Defend within 15 days of receiving this Complaint. Failure to file the Notice of Intention to Defend may result in a judgment by default or the granting of the relief sought.

Date

Clerk

Must be served by

Return must be made promptly and in any event within the time during which the person served must respond to process.

TRIAL DATE NOTICE

Dr. James Priest Plaintiff

VS.

James Blackstone Defendant

Case No.:

Date: JUN-4 '91-8 30 AM

NOTICE TO PLAINTIFF

Rule 3-306 provides that prior to entry of final judgment, the Plaintiff shall inform the Court of any reduction in the amount of the claim by virtue of any payment made after the case is filed.

Therefore, if Affidavit Judgment has been requested in this case, and if no defense to the claim is made, the Plaintiff may be entitled to judgment on/or after the trial date, upon filing with the Court, information as to any payments or credits, and the amount claimed at the date judgment is to be entered.



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

City/County

Located at 501 E. Fayette Street, 21202

Case No.

Dr. James Priest

James Blackstone

Name 3000 Granada Avenue

Name 2333 E. Fayette Street

Address Baltimore, Maryland 21207

Address Baltimore, Maryland 21224

Plaintiff/Judgment Creditor

Defendant/Judgment Debtor

Original Summons

Serve by Sheriff

Renewal

Send by restricted delivery mail

Return to Plaintiff to serve

REQUEST FOR SUMMONS

Please issue the summons in this case for James Blackstone at the above verified address.

Date 3/30/91

Signature of James Priest

Plaintiff/Attorney 3000 Granada Avenue

Address

WRIT OF SUMMONS

The trial date in this case has been scheduled.

You are summoned to appear for trial on ... 19 ... at ... Time ... at the location shown above. If you intend to present at the trial, you must file the Notice of Intention to Defend within 15 days of receiving this Complaint. Failure to file the Notice of Intention to Defend may result in a judgment by default or the granting of the relief sought.

Date

Clerk

Must be served by

Return must be made promptly and in any event within the time during which the person served must respond to process.

NOTICE OF INTENTION TO DEFEND

Dr. James Priest Plaintiff

vs.

James Blackstone Defendant

Case No.:

Trial Date:

If you contest the claim or any part thereof, you must file this Notice of Intention to Defend no later than 15 days after you receive this Summons and be present in court on the trial date. If you do not appear, judgment by default or the relief sought may be granted.

SEE REVERSE SIDE FOR IMPORTANT NOTICE

I intend to be present at the trial of this claim and demand proof of the Plaintiff's claim.

Explanation of defense:

Date

Signature

Work Phone:

Home:

Address



NOTICE TO THE PERSON BEING SUED

501

Located at

You have been sued in this Court by the Plaintiff named herein, who claims that you owe him money. If you do not come to court on the trial date, the Court may enter a judgment against you for the amount claimed.

If you admit that you owe all of the money claimed and wish to pay it, you should contact the Plaintiff or the Plaintiff's attorney.

It is important that you come to court if you do not believe that you owe the amount of the claim against you; you will then have the right to make the other side prove the claim at a trial. If you intend to appear and contest the claim, you must sign the bottom part of this form, on the reverse side, marked "NOTICE OF INTENTION TO DEFEND." Tear it off and return it to the Court at the address shown on the other side within 15 days of the time you receive this paper. You must then be in court at the date and time of trial. Bring this paper with you and any others that you have received about your case, plus any letters, receipts, contracts, or other documents pertinent to the matter. You should also bring any witnesses who may be of help to you in explaining your case. If you want to have a witness summoned to appear, you should contact the clerk of the Court. (There will be a charge for issuing a summons for the witness.)

WRIT OF SUMMONS

The trial date in this case has been scheduled.

You are summoned to appear for trial on... at the... location shown above. If you intend to present at the trial, you must file the Notice of Intention to Defend within 15 days of receiving this Complaint. Failure to file the Notice of Intention to Defend may result in a judgment by default or the granting of the relief sought.

Return must be made promptly and the person served must respond to process. Clerk Date

NOTICE OF INTENTION TO DEFEND

Dr. James vs. James B. Jackson

Case No.: Trial Date: If you contest the claim or any part thereof, you must file this Notice of Intention to Defend no later than 15 days after you receive this summons and appear in court on the trial date. If you do not appear, judgment by default or the relief granted may be granted.

THE REVERSE SIDE FOR IMPORTANT NOTICE

I intend to be present at the trial of this case on the part of the Plaintiff's claim.

Explanation of defense:

Signature Date Home: Work Phone:

Address



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

City/County

Located at 501 E. Fayette Street, 21202

Case No.

Dr. James Priest

Court Address

James Blackstone

Name

3000 Granada Avenue

Name

2333 E. Fayette Street

Address

Baltimore, Maryland 21207

County

VS.

Address

Baltimore, Maryland 21224

County

Plaintiff/Judgment Creditor

Defendant/Judgment Debtor

- Original Summons
- Renewal

- Serve by Sheriff
- Send by restricted delivery mail.
- Return to Plaintiff to serve.

REQUEST FOR SUMMONS

Please issue the summons in this case for James Blackstone at the above verified address.

3/30/91

Date

James Priest, Jr.

Plaintiff/Attorney

3000 Granada Avenue

Address

WRIT OF SUMMONS

The trial date in this case has been scheduled.

You are summoned to appear for trial on ..., 19..., at ..., at the location shown above. If you intend to present at the trial, you must file the Notice of Intention to Defend within 15 days of receiving this Complaint. Failure to file the Notice of Intention to Defend may result in a judgment by default or the granting of the relief sought.

Date

Clerk

Must be served by

Return must be made promptly and in any event within the time during which the person served must respond to process.

Dr. James Priest

James Blackstone



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

City/County

Located at 501 E. Fayette Street, 21202

Case No.

Dr. James Priest

Court Address

James Blackstone

Name

3000 Granada Avenue

Name

2333 E. Fayette Street

Address

Baltimore, Maryland 21207

County

VS.

Address

Baltimore, Maryland 21224

County

Plaintiff/Judgment Creditor

Defendant/Judgment Debtor

Original Summons

Renewal

Serve by Sheriff

Send by restricted delivery mail.

Return to Plaintiff to serve.

REQUEST FOR SUMMONS

Please issue the summons in this case for James Blackstone at the above verified address.

3/30/91

Date

James Priest

Plaintiff/Attorney

3000 Granada Avenue

Address

WRIT OF SUMMONS

The trial date in this case has been scheduled.

You are summoned to appear for trial on _____, 19_____, at _____, at the location shown above. If you intend to present at the trial, you must file the Notice of Intention to Defend within 15 days of receiving this Complaint. Failure to file the Notice of Intention to Defend may result in a judgment by default or the granting of the relief sought.

Date

Clerk

Must be served by _____

Return must be made promptly and in any event within the time during which the person served must respond to process.

Dr. James Priest

James Blackstone



DISTRICT COURT OF MARYLAND FOR

BALTIMORE CITY

City/County

Located at 501 E. Fayette Street, 21202

Court Address

Case No.

Dr. James Priest

Plaintiff/Judgment Creditor

vs.

James Blackstone

Defendant/Judgment Debtor

Trial Date

Issue Date

Expiration Date

Received From

County

REQUEST FOR SERVICE

Please serve the attached process on the person shown.

ORDER FOR SERVICE

You are hereby commanded to serve the attached process and to make your return promptly on this Order if served, and if you are unable to serve, you are to make your return on this Order and return the original process to the Court no later than ten days following the termination of the validity of the process.

Case No.

Type of Paper

If service is not effected, send refund to:

Dr. James Priest

3000 Granada Avenue

Baltimore, Maryland 21207

Date

Clerk

PROOF OF SERVICE

I CERTIFY

I that I served a Summons by restricted delivery mail, return card attached delivery to

Name

Title

ON

Date

Time

Description of Defendant: Race Sex Ht. Wt. Age Other

- I and left with him a copy of the Complaint and all supporting papers. I posted the premises at I was unable to serve because

I served the Writ of Garnishment on Wages on the Garnishee by restricted delivery mail, return card attached delivery to

I served the Writ of Garnishment on Property on the Garnishee by restricted delivery mail, return card attached delivery to

and promptly after service mailed a copy of the Writ to the Judgment Debtor's last known address.

I served an Order to Appear for Oral Examination in Aid of Enforcement by restricted delivery mail, return card attached delivery to

I served a Show Cause Order by restricted delivery mail, return card attached delivery to

return is made by an individual other than a sheriff or constable, I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information and belief and do further affirm I am a competent person over 18 years of age and not a party to the case.

Serve on

Garnishee/Agent

Address

City, State, Zip

Serve in County

Special Instructions:

Date

Signature

Title

Time

Address if Private Process Server

Telephone Number if Private Process Server

Plaintiff Dr. James Priest

Plaintiff's Attorney

Address 3000 Granada Avenue

City, State, Zip Baltimore, Maryland 21207

Defendant James Blackstone

Serve on

Address 2333 E. Fayette Street

City, State, Zip

Serve in Baltimore, Maryland 21224 county.

ATTEMPT

1 Date/Time

2 Date/Time

3 Date/Time

4 Date/Time



DISTRICT COURT OF MARYLAND FOR

BALTIMORE CITY

City/County

Located at 501 E. Fayette Street, 21202

Court Address

Case No.

Dr. James Priest

Plaintiff/Judgment Creditor

VS.

James Blackstone

Defendant/Judgment Debtor

Trial Date

Issue Date

Expiration Date

Received From

County

REQUEST FOR SERVICE

Please serve the attached process on the person shown.

ORDER FOR SERVICE

You are hereby commanded to serve the attached process and to make your return promptly on this Order if served, and if you are unable to serve, you are to make your return on this Order and return the original process to the Court no later than ten days following the termination of the validity of the process.

Case No.

Type of Paper

If service is not effected, send refund to:

Dr. James Priest

3000 Granada Avenue

Baltimore, Maryland 21207

Date

Clerk

PROOF OF SERVICE

I CERTIFY

I that I served a Summons by restricted delivery mail, return card attached delivery to

Name

Title

ON

Date

Time

Description of Defendant: Race Sex Ht.

Wt Age Other

I and left with him a copy of the Complaint and all supporting papers.

I posted the premises at

I was unable to serve because

I served the Writ of Garnishment on Wages on the Garnishee by restricted delivery mail, return card attached delivery to

I served the Writ of Garnishment on Property on the Garnishee by restricted delivery mail, return card attached delivery to

and promptly after service mailed a copy of the Writ to the Judgment Debtor's last known address.

I served an Order to Appear for Oral Examination in Aid of Enforcement by restricted delivery mail, return card attached delivery to

I served a Show Cause Order by restricted delivery mail, return card attached delivery to

Return is made by an individual other than a sheriff or constable, I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information and belief and do further affirm I am a competent person over 18 years of age and not a party to the case.

Serve on

Garnishee/Agent

Address

City, State, Zip

Serve in County

Special Instructions:

Date

Signature

Title

Time

Address if Private Process Server

Telephone Number if Private Process Server

Plaintiff Dr. James Priest

Plaintiff's Attorney

Address 3000 Granada Avenue

City, State, Zip Baltimore, Maryland 21207

Defendant James Blackstone

Serve on

Address 2333 E. Fayette Street

City, State, Zip

Serve in Baltimore, Maryland 21224 county.

ATTEMPT

1 Date/Time

2 Date/Time

3 Date/Time

4 Date/Time



DISTRICT COURT OF MARYLAND FOR

BALTIMORE CITY

City/County

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Baltimore, Maryland 21207

Date

Clerk

PROOF OF SERVICE

I CERTIFY

I that I served a Summons by restricted delivery mail, return card attached delivery to

Name

On

Title

Date

Time

Description of Defendant: Race Sex Ht. Wt. Age Other

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I I served the Writ of Garnishment on Wages on the Garnishee by restricted delivery mail, return card attached delivery to

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Date

Signature

Title

Time

Address if Private Process Server

Telephone Number if Private Process Server

Plaintiff Dr. James Priest

Plaintiff's Attorney

Address 3000 Granada Avenue

City, State, Zip Baltimore, Maryland 21207

Defendant James Blackstone

Serve on

Address 2333 E. Fayette Street

City, State, Zip Baltimore, Maryland 21224

Serve in Baltimore, Maryland 21224 county.

Serve on

Garnishee/Agent

Address

City, State, Zip

Serve in County

Special Instructions:

ATTEMPT

1 Date/Time

2 Date/Time

3 Date/Time

4 Date/Time



DISTRICT COURT OF MARYLAND FOR

BALTIMORE CITY

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Located at 501 E. Fayette Street, 21202

Court Address

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Dr. James Priest

Plaintiff/Judgment Creditor

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Clerk

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Title

On

Date

Time

Description of Defendant: Race Sex Ht.

Wt. Age Other

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Serve on

Garnishee/Agent

Address

City, State, Zip

Serve in County

Special Instructions:

Date

Signature

Title

Time

Address if Private Process Server

Telephone Number if Private Process Server

Plaintiff Dr. James Priest

Plaintiff's Attorney

Address 3000 Granada Avenue

City, State, Zip Baltimore, Maryland 21207

Defendant James Blackstone

Serve on

Address 2333 E. Fayette Street

City, State, Zip Baltimore, Maryland 21224

Serve in county.

ATTEMPT

1 Date/Time

2 Date/Time

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DISTRICT COURT OF MARYLAND FOR

BALTIMORE CITY

City/County

Located at 501 E. Fayette Street, 21202

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Description of Defendant: Race Sex Ht. Wt. Age Other

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Garnishee/Agent

Address

City, State, Zip

Serve in County

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Date

Signature

Title

Time

Address if Private Process Server

Telephone Number if Private Process Server

Plaintiff Dr. James Priest

Plaintiff's Attorney

Address 3000 Granada Avenue

City, State, Zip Baltimore, Maryland 21207

Defendant James Blackstone

Serve on

Address 2333 E. Fayette Street

City, State, Zip

Serve in Baltimore, Maryland 21224 county.

ATTEMPT

Table with 4 rows and 2 columns: Attempt number (1-4) and Date/Time.



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

City/County

Located at 501 E. Fayette Street, 21202

Court Address

Case No.

Dr. James Priest

Plaintiff/Judgment Creditor

VS.

James Blackstone

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Trial Date Issue Date Expiration Date Received From County

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Description of Defendant: Race Sex Ht.

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Garnishee/Agent

Address

City, State, Zip

Serve in County

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Date

Signature

Title

Time

Address if Private Process Server

Telephone Number if Private Process Server

Plaintiff Dr. James Priest

Plaintiff's Attorney

Address 3000 Granada Avenue

City, State, Zip Baltimore, Maryland 21207

Defendant James Blackstone

Serve on

Address 2333 E. Fayette Street

City, State, Zip

Serve in Baltimore, Maryland 21224 county.

ATTEMPT

1 Date/Time

2 Date/Time

3 Date/Time

4 Date/Time

DISTRICT: 01
LOCATION: 01
CASE NUM: 0011136-91

TRIAL DOCKET

PAGE: 1
DATE: 06/04/91
ROOM: 03
TIME: 08:30 AM

COMPLAINT NUM: 001
FILED: 04/01/91 INIT. CLAIM: \$4,500.00 COSTS & FEES: \$10.00 CONTRACT

PLAINTIFF VS. DEFENDANT

PRIEST, DR JAMES
3000 GRANADA AVE

HALL, LOWELL
3716 BRICE RUN APT. B

BALTO MD 21207

BALTO MD 21133

ATTORNEY FOR PLAINTIFF

ATTORNEY FOR DEFENDANT

JUDGMENT ENTERED FOR THE PLAINTIFF(S)

<input type="checkbox"/> AFFIDAVIT	JUDGMENT PRINCIPAL.....\$ _____
<input type="checkbox"/> DEFAULT	PRE-JUDGMENT-INTEREST....\$ _____
<input type="checkbox"/> CONSENT	TOTAL JUDGMENT.....\$ <u>3800</u> ⁰⁰
<input type="checkbox"/> CONFESSED	COSTS.....\$ <u>10</u> ⁸⁰
<input checked="" type="checkbox"/> FOREIGN	OTHER.....\$ _____
<input checked="" type="checkbox"/> TRIAL JUDGMENT	ATTORNEY'S FEES.....\$ _____
<input type="checkbox"/> POSSESSION	POST-JUDGMENT INTEREST AT <input type="checkbox"/> LEGAL RATE <input type="checkbox"/> CONTRACTUAL RATE
<input type="checkbox"/> JUDGMENT DENIED	

POSESSION OF PROPERTY CLAIMED, VALUED AT \$ _____, IS AWARDED TO THE _____, TOGETHER WITH DAMAGES OF \$ _____ FOR THE DETENTION THEREOF.

\$ _____ REPRESENTING THE VALUE OF THE PROPERTY SUED FOR, PLUS DAMAGES OF \$ _____ FOR ITS DETENTION IS AWARDED TO THE _____.

JUDGE ID: 955 JUDGE: Resnick DATE: 06/04/91

JUDGE ALAN M. RESNICK

- 04/01/91 INITIAL AFFIDAVIT CASE FILING
- 04/13/91 REGULAR CLAIM SERVED ON DEFENDANT
- 04/17/91 NOTICE OF OUTCOME OF ORIGINAL SERVICE SENT TO THE PLAINTIFF
- 05/03/91 INTENTION TO DEFEND FILED
- 05/03/91 NOTICE OF FILING OF INTENTION TO DEFEND SENT TO THE PLAINTIFF
- 05/03/91 NOTICE OF FILING OF INTENTION TO DEFEND SENT TO THE DEFENDANT

RECORDED JUN 5 1991

#1

DT (circled)

DISTRICT: 01
LOCATION: 01
CASE NUM: 0011136-91

TRIAL DOCKET

PAGE: 1
DATE: 06/04/91
ROOM: 03
TIME: 08:30 AM

COMPLAINT NUM: 002
FILED: 04/01/91 INIT. CLAIM: \$4,500.00 COSTS & FEES: \$10.00 CONTRACT

PLAINTIFF VS. DEFENDANT

PRIEST, DR JAMES
3000 GRANADA AVE

BLACKSTONE, JAMES
2333 E FAYETTE ST

BALTO MD 21207

BALTO MD 21224

ATTORNEY FOR PLAINTIFF

ATTORNEY FOR DEFENDANT

JUDGMENT ENTERED FOR THE PLAINTIFF(S)

- AFFIDAVIT
- DEFAULT
- CONSENT
- CONFESSED
- FOREIGN
- TRIAL JUDGMENT
- POSSESSION
- JUDGMENT DENIED
THE PLAINTIFF(S)
IN FAVOR OF THE
DEFENDANT

JUDGMENT PRINCIPAL.....\$ _____

PRE-JUDGMENT-INTEREST....\$ _____

TOTAL JUDGMENT.....\$ _____

COSTS.....\$ _____

OTHER.....\$ _____

ATTORNEY'S FEES.....\$ _____

POST-JUDGMENT INTEREST AT LEGAL RATE CONTRACTUAL RATE

POSSESSION OF PROPERTY CLAIMED, VALUED AT \$ _____, IS AWARDED TO THE _____, TOGETHER WITH DAMAGES OF \$ _____ FOR THE DETENTION THEREOF.

\$ _____ REPRESENTING THE VALUE OF THE PROPERTY SUED FOR, PLUS DAMAGES OF \$ _____ FOR ITS DETENTION IS AWARDED TO THE _____

JUDGE ID: 955

JUDGE: *Resnick*

DATE: 06/04/91

JUDGE ALAN N. RESNICK

04/01/91 INITIAL AFFIDAVIT CASE FILING

04/13/91 REGULAR CLAIM

SERVED

ON DEFENDANT

04/17/91 NOTICE OF OUTCOME OF ORIGINAL SERVICE SENT TO THE PLAINTIFF

JUN 5 - 1991

AS (T)

~~RECORDED JUN 5 1991~~

2

NOTICE OF INTENTION TO DEFEND

✓ 5/3/91 *DB*

NOTICE: A corporation may enter an appearance only by an attorney except that an officer of the corporation may appear in its behalf if the action is based on a claim that does not exceed \$2500.

Case Number : 0101001113691
Complaint No. : 001
Trial Date : June 04, 1991

If you contest the claim or any part thereof you must file this Notice of Intention to Defend no later than 15 days after you receive this Summons and be present in court on the trial date. If you do not appear judgment by default or the relief sought may be granted.

SEE ATTACHED NOTICE FOR IMPORTANT INFORMATION

I intend to be present at the trial of this claim and demand proof of the Plaintiff's claim.

Explanation of defense: See Attachment

05-01-91

Date

Lawell E. Hall

Signature

Work phone: _____

Home: 521-2590

3716 Brice Run Rd - Randallstown, Maryland 21123

Address

May 1st 1990

Explanation of 'Defense':

All repairs were made in compliance, as specified by HUD's Valuation Condition sheets. The only certifications needed were roofing and plumbing as stated therein, and noted UC-2B and UC-4A and were accepted by Michael Cassell on completion of project.

The abode 306th Hilton St. - Balto. Md. 21224 was reinspected and all repairs rechecked and found to be in accord, and completed as specified by aforementioned inspectors.

91 MAY -3 1990 15

1ST DIST - CIVIL
HUNTERDONT
BALTIMORE

C. Hall
3716 Brice Run Rd.
Randallstown, MD. 21133



District Court of Maryland
501 E. Fayette Street
Baltimore, Maryland 21202

WRIT OF SUMMONS



DE: BLACKSTONE, JAMES
Serve On: BLACKSTONE, JAMES
2333 E FAYETTE ST
BALTO, MD 21224

Case Number : 0101001113691
Complaint No: 002
Trial date : June 04, 1991
Trial time : 08:30 AM
Trial room : 03

You are summoned to appear for trial at the date, time and location shown above. If you intend to be present at the trial, you must file the attached Notice of Intention to Defend within fifteen days of receiving this complaint. Failure to file the Notice of Intention to Defend may result in a judgment by default or the granting of the relief sought.

MUST BE SERVED BY Apr. 25, 1991 BY AUTHORITY OF ROBERT F SWEENEY, CHIEF JUDGE.
To Private Process Server:

You are hereby commanded to serve this writ of summons and to make your return promptly if served. If you are unable to serve, you are to make your return below and return the original process to the court no later than ten days following the termination of the validity of the process.

I certify that :
I served a summons by delivery to 2333 E Fayette St on 4-13-91
and left with him/her a copy of the complaint and all supporting paper.

Description of the Defendant : Race B Sex M Ht. 5'9 Wt. 200 Age 54

I was unable to serve because _____
Server: John C. Robinson

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information and belief and do further affirm I am a competent person over 18 years of age and not party to the case.

4-13-91 3:45 PM
Date

James Blackstone
Signature

APR 16 1991
DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

NOTICE OF INTENTION TO DEFEND

NOTICE: A corporation may enter an appearance only by an attorney except that an officer of the corporation may appear in its behalf if the action is based on a claim that does not exceed \$2500.

Case Number : 0101001113691
Complaint No. : 002
Trial Date : June 04, 1991

If you contest the claim or any part thereof you must file this Notice of Intention to Defend no later than 15 days after you receive this Summons and be present in court on the trial date. If you do not appear judgment by default or the relief sought may be granted.

SEE ATTACHED NOTICE FOR IMPORTANT INFORMATION

If you intend to be present at the trial of this claim and demand proof of the Plaintiff's claim.

Explanation of defense: _____

Date _____ Signature _____ Work phone: _____ Home: _____
Address _____

Located at 501 E FAYETTE STREET, BALTIMORE, MD 21202

WRIT OF SUMMONS



DE: HALL, LOWELL
Serve On: HALL, LOWELL
3716 BRICE RUN APT B
BALTO, MD 21133

Case Number : 0101001113691
Complaint No: 001
Trial date : June 04, 1991
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I certify that :

I served a summons by delivery to 3716 Brice Run Apt B on 4-13-91
[] and left with him/her a copy of the complaint and all supporting paper.

Description of the Defendant : Race B Sex M Ht. 5'8 Wt. 240 Age 48

[] I was unable to serve because _____

Served by: John A. Robinson

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information and belief and do further affirm I am a competent person over 18 years of age and not party to the case.

4-13-91

Date

[Signature]
Signature

RECEIVED
DISTRICT COURT MD
APR 13 11 19 AM '91

NOTICE OF INTENTION TO DEFEND

NOTICE: A corporation may enter an appearance only by an attorney except that an officer of the corporation may appear in its behalf if the action is based on a claim that does not exceed \$2500.

Case Number : 0101001113691
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SEE ATTACHED NOTICE FOR IMPORTANT INFORMATION

I intend to be present at the trial of this claim and demand proof of the Plaintiff's claim.

Explanation of defense: _____

Work phone: _____ Home: _____

Date

Signature

Address

To _____

Date _____ Time _____

WHILE YOU WERE OUT

M _____

Of _____

Phone _____

Telephoned	
Called To See You	
Wants To See You	

Please Call	
Will Call Again	
Rush	

Message _____

**MSAREF.NET, MSA SC 5458
An Archives of Maryland Publication**

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MSA SC 5458-82-150

Dates: 1989-1994

Description: Circuit Court for Baltimore City, Cases # 94004032; 94018024

*RC
3-2-10
Scanned
197 pages*

scan whole case with following sequential file numbers

msa_sc5458_82_150_[full case number]-###

upload pdfs per usual

Cases 94004032 and 94018024 scanned and uploaded by Ray C. on 1/25/10.

Please follow the same procedure for the following:

1989

WOODLIFF VS SEC. OF PUBLIC SAFETY Box 84 Case No. 89047041 [MSA T2691-2720, OR/10/21/82]

File should be named msa_sc5458_82_150_[full case number]-###

2010/02/01 Case No. 89047041; Flo L scanned 160 images and created pdf file

TIMMONS V JOHNS HOPKINS HOSPITAL Box 130 Case No. 89075003 [MSA T2691-2766, OR/10/22/44]

File should be named msa_sc5458_82_150_[full case number]-###

2010/02/01 Case No. 89075003; Diane L scanned 163 images and created pdf file

SIMMS VS SEC OF PUB SAFETY Box 276 Case No. 89142059 [MSA T2691-2912, OR/11/2/22]

File should be named msa_sc5458_82_150_[full case number]-###

2010/02/01 Case No. 89142059; Flo L scanned 85 images and created pdf file

BERMAN VS BOARD OF APPEALS,ET AL Box 319 Case No. 89164046 [MSA T2691-2955, OR/11/2/65]

File should be named msa_sc5458_82_150_[full case number]-###

2010/02/01 Case No. 89164046; Diane L scanned 153 images and created pdf file

TROY VS ALLSTATE INS Box 355 Case No. 89184050 [MSA T2691-2991, OR/11/3/17]

File should be named msa_sc5458_82_150_[full case number]-###

2010/02/01 Case No. 89184050; Diane L scanned 141 images and created pdf file

HIRSCHFIELD VS BD OF MUNCI APL Box 367 Case No. 89194041 [MSA T2691-3003,

OR/11/3/29]

File should be named msa_sc5458_82_150_[full case number]-####

2010/02/01 Case No. 89194041; Diane L scanned 101 images and created pdf file

FAISON VS JEFFERSON Box 385 Case No. 89207040 [MSA T2691-3021, OR/11/3/47]

File should be named msa_sc5458_82_150_[full case number]-####

2010/01/29 Case No. 89207040; Diane L scanned 12 images and created pdf file

MITCHELL VS PROVIDENT BANK Box 389 Case No. 89209043 [MSA T2691-3025,
OR/11/3/51]

File should be named msa_sc5458_82_150_[full case number]-####

2010/01/29 Case No. 89209043; Ray C scanned 156 images and created pdf file

ETHERIDGE VS KNIGHT Box 389 Case No. 89209044 [MSA T2691-3025, OR/11/3/51]

File should be named msa_sc5458_82_150_[full case number]-####

2010/01/29 Case No. 89209044; Ray C scanned 10 images and created pdf file

1990

DUMBELLS ASSCS,ETAL V CONSUMER PROTECTION Box 739 Case No. 90059044 [MSA
T2691-3376, OR/11/12/24]

File should be named msa_sc5458_82_150_[full case number]-####

2010/02/02 Case No. 90059044; Flo L scanned 214 images and created pdf file

WINTER,ETAL VS PIJANOWSKI,ETAL Box 783 Case No. 90081076 [MSA T2691-3420,
OR/11/12/68]

File should be named msa_sc5458_82_150_[full case number]-####

2010/02/01 Case No. 90081076; Diane L scanned 109 images and created pdf file

POINDEXTER VS ALEXANDER & ALEXANDER Box 927 Case No. 90164037 [MSA T2691-
3564, OR/11/14/44]

File should be named msa_sc5458_82_150_[full case number]-####

2010/02/01 Case No. 90164037; Ray C scanned 316 images and created pdf file

LEBSON MD VS BOARD OF MUNICIPAL Box 959 Case No. 90184037 [MSA T2691-3596,
OR/11/14/76]

File should be named msa_sc5458_82_150_[full case number]-####

2010/02/01 Case No. 90184037; Flo L scanned 166 images and created pdf file

HARRINGTON VS SECRETARY OF PUBLIC SAFETY Box 969 Case No. 90190075 [MSA
T2691-3606, OR/11/15/2]

File should be named msa_sc5458_82_150_[full case number]-####

2010/02/01 Case No. 90190075; Diane L scanned 236 images and created pdf file

Mayor AND City Council VS LOUDEN Box 1003 Case No. 90211027 [MSA T2691-3640,
OR/11/15/36]

File should be named msa_sc5458_82_150_[full case number]-####

2010/02/01 Case No. 90211027; Diane L scanned 108 images and created pdf file

DESSESAURE VS ST PAUL RENTALS Box 1003 Case No. 90211028 [MSA T2691-3640, OR/11/15/36]
File should be named msa_sc5458_82_150_[full case number]-####

2010/02/01 Case No. 90211028; Ray C scanned 107 images and created pdf file

LANGREHR VS HOBBS Box 1010 Case No. 90215022 [MSA T2691-3647, OR/11/15/43]
File should be named msa_sc5458_82_150_[full case number]-####

2010/02/01 Case No. 90215022; Flo L scanned 250 images and created pdf file

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THOMPSON VS DEPART.OF PUBLIC SAFETY Box 1869 Case No. 91340071 [MSA T2691-4507, OR/12/13/14]
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SAMET VS INSURANCE COMM., ET. AL. Box 1892 Case No. 91354017 [MSA T2691-4530, OR/12/13/37]
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System design by Dr. Edward C. Papenfuse and Nancy Bramucci.
Programmed in *Microsoft SQL Server* and *Cold Fusion 7.0* by Nancy Bramucci.
Technical support provided by Wei Yang, Dan Knight, Tony Darden, and Matt Davis.
Version 2.8.1