

IN THE  
CIRCUIT COURT  
OF BALTIMORE CITY.

*1978*

CHARLES SERIO and  
IRENE SERIO, his wife,  
Complainants,

Vs.

NORTHWEST REAL ESTATE CO.  
et al.

BILL OF COMPLAINT.

Mr. Clerk:

Please file, &c.,

*215694*

*(1)*  
Maloy, Brady and Yost  
*Att. for Complainant*

MALOY, BRADY AND YOST,  
ATTORNEYS AT LAW,  
FIDELITY BLDG. BALTIMORE.

*Filed for May 1958*

CHARLES SERIO and  
IRENE SERIO, his wife,

Complainants,

VS.

NORTHWEST REAL ESTATE COMPANY,  
a body corporate, and  
CARL W. EINBROD and  
JULIA A. EINBROD, his wife,

Defendants.

IN THE

CIRCUIT COURT OF

BALTIMORE CITY.

-o-o-o-

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of Charles Serio and Irene Serio, his wife, respectfully shows:

1. That Charles Serio and Irene Serio, his wife, the Complainants herein, are adults, citizens of the United States and of the State of Maryland, and residents of Baltimore City in the State of Maryland.
2. That the Northwest Real Estate Company, a Defendant herein, is a body corporate organized under the laws of the State of Maryland, with its principal office in the City of Baltimore; that Carl W. Einbrod and Julia A. Einbrod, his wife, Defendants herein, are adults, citizens of the United States and of the State of Maryland, and residents of Baltimore City in the State of Maryland.
3. That Carl W. Einbrod and Julia E. Einbrod, his wife, are and were at the time of the happening of the matters and things hereinafter complained of, the owners, under a duly executed and recorded deed, of the fee-simple lot and improvements thereon, known as 3501 Rosedale Road, Ashburton, Baltimore, Maryland, they having acquired title to said lot by deed to them from the Northwest Real Estate Company, said deed being dated the 19th day of August, 1927, and recorded among the Land Records

of Baltimore City in Liber S.C.L. No. 4778, folio 460, etc.; that said lot is particularly described in said deed, a certified copy of which deed is filed herewith as part hereof and marked Complainants' Exhibit No. 1.

4. That the said Carl W. Einbrod and Julia A. Einbrod, being the owners in fee simple of said above described lot of ground, did heretofore and prior to the time of the happening of the matters and things hereinafter complained of, construct on said lot a dwelling; and that heretofore, to wit, on the 27th day of March, 1928, the said Carl W. Einbrod and Julia E. Einbrod, his wife, did agree to sell to Charles Serio and Irene Serio, his wife, and the said Charles Serio and Irene Serio, his wife, did agree to purchase from the said Carl W. Einbrod and Julia A. Einbrod, his wife, the said fee simple lot and improvements known as 3501 Rosedale Road, Ashburton, at and for the sum of Ten Thousand Five Hundred (\$10,500.00) Dollars of which Five Hundred (\$500.00) Dollars was paid by these Complainants at the time of the entering into of said agreement, and the balance was agreed to be paid by these Complainants in cash on or before June 1, 1928, and upon the payment of said purchase money, the said Carl W. Einbrod and Julia A. Einbrod, his wife, did agree to convey said property to these Complainants; that a valid contract of sale between the said parties thereto, which contract is in writing and is signed by all the parties thereto, is filed herewith as part hereof and marked Complainants' Exhibit No. 2.

5. That the check for Five Hundred (\$500.00) Dollars which the said Charles Serio acting for and in behalf of himself and wife, did give to William J. Bigler, the real estate broker acting for the said Carl W. Einbrod and Julia A. Einbrod, his wife, was by said broker caused to be certified, and thereupon the said William J. Bigler, acting for the said Carl W. Einbrod and Julia A. Einbrod, his wife, did turn over the key to said dwelling 3501

Rosedale Road, Ashburton, to Charles Serio, acting for and in behalf of himself and wife, and thereafter the said Charles Serio and Irene Serio, his wife, did assume possession of said premises and did make plans and contracts for the furnishing of said new residence and for the disposal of some of their furniture and of the property which they owned and occupied as a residence but which they expected to vacate when they moved to the property #3501 Rosedale Road, Ashburton.

6. That Charles Serio and Irene Serio, his wife, the Complainants herein were then and have been at all times subsequent to the entering into of said contract, and are now, ready, willing, desirous and able to comply with said contract of sale, and the said Carl W. Einbrod and Julia A. Einbrod, his wife, have been at all times ready, willing, desirous and able to comply with said contract of sale; that the said Carl W. Einbrod and Julia A. Einbrod, his wife, with the intention and purpose of complying with said contract, did immediately after entering into said contract, present the names of the Complainants herein to the Northwest Real Estate Company, a body corporate, a defendant herein, as the purchasers of the said property, but that after an unreasonably long interval, the Northwest Realty Company did notify the said Carl W. Einbrod and Julia A. Einbrod, his wife, that it the Northwest Realty Company, would not approve of Charles Serio and Irene Serio, his wife, the Complainants herein, as residents or occupants of a house in Ashburton; that these Complainants requested the Northwest Realty Company, to approve the said sale and purchase of said property as a residence for these Complainants but the said Northwest Realty Company refused to give its approval; that on April 20, 1928, the said Charles Serio and Irene Serio, his wife, through their attorneys, the solicitors filing this bill, did in writing make formal and final request and demand for approval of said sale, said request and demand being made upon the Northwest Real Estate

Company, a copy of which written request and demand is filed herewith as part hereof and marked Complainants' Exhibit #3; that on April 21, 1928, the said Northwest Real Estate Company, in writing over the signature of George R. Morris, President of said corporation, did refuse to give its approval as requested and demanded; that said letter of April 21, 1928, is filed herewith as part hereof and marked Complainants' Exhibit No. 4.

7. That the Northwest Real Estate Company conveyed the said lot known as 3501 Rosedale Road, Ashburton, to Carl W. Einbrod and Julia A. Einbrod, his wife, by deed dated August 19, 1927, and recorded among the Land Records of Baltimore City in Liber S.C.L. No. 4270, folio 597; that said deed contained together with certain other covenants or restrictions the following:

"7. And for the purpose of maintaining the property hereby conveyed and the surrounding property as a desirable high class residential section it is hereby agreed by and between the parties hereto for themselves their successors, heirs, executors, administrators and assigns, that until January 1, 1932 no owner of the land hereby conveyed shall have the right to sell or rent the same without the written consent of the grantor herein which shall have the right to pass upon the character, desirability and other qualifications of the proposed purchaser or occupant of the property until January 1, 1932 and the said grantor further agrees that all deeds or leases hereafter made by it of the remaining unimproved lots on the plat of Ashburton Section 6 heretofore referred to shall contain the same covenants as to the sale or renting such property. Nothing herein, however, shall be construed to prevent the owner from mortgaging said property.

"10. It is distinctly covenanted and agreed between the parties hereto that all the covenants and agreements above expressed shall be held to run with and bind the land hereby conveyed and all subsequent owners and occupants thereof and the acceptance of this deed shall have the same effect and binding force upon the grantees, their heirs or assigns as if the same were signed and sealed by the said grantees, their heirs or assigns".

That the said contract of sale between the Complainants and Carl W. Einbrod and Julia A. Einbrod, his wife, provided that the deed which should be executed by Carl W. Einbrod and Julia A. Einbrod, his wife, to Charles Serio and Irene Serio, his wife, "shall convey the property by a good and merchantable title to the vendee subject, however, to the residential restrictions prevailing in Ashburton".

8. That these Complainants aver that the said lot then unimproved, now improved and known as #3501 Rosedale Road, Ashburton, was by deed dated August 19, 1927 and recorded among the Land Records of Baltimore City in Liber S.C.L. No. 4270, folio 597, etc. conveyed by the said Northwest Real Estate Company, a body corporate, unto Carl W. Einbrod and Julia A. Einbrod, his wife; that Carl W. Einbrod and Julia A. Einbrod, his wife, for part of the purchase price of said lot executed a purchase money mortgage to the Northwest Real Estate Company, a defendant herein, which purchase money mortgage for the sum of Twenty-five Hundred and Ninety-five (\$2595.00) Dollars matures on May 17, 1928; that the said Carl W. Einbrod and Julia A. Einbrod, his wife, improved the lot with a dwelling of a design, cost and construction, in strict conformity with the requirements of the Northwest Real Estate Company; that the said Carl W. Einbrod and Julia A. Einbrod, his wife, placed said lot and improvements in the hands of a real estate broker who showed the property to these Complainants, solicited them to purchase and finally came to a bargain with them; that on March 27, 1928, the contract was entered into as hereinbefore stated; that although the sale with the names of the Complainants as purchasers was promptly reported to the Northwest Real Estate Company, the decision of the Northwest Real Estate Company was not made for several weeks and in the meantime these Complainants had assumed liabilities, incurred obligations and entered into engagements, that will entail losses and expenses to them, without benefit, remedy or defense; that the said Carl W. Einbrod and Julia A. Einbrod, his wife, are ready, willing and able but for the refusal of the Northwest Real Estate Company to give its approval, to convey said property to the Complainants; that the Complainants are ready, willing and able to pay for said property and have requested and demanded from Carl W. Einbrod and Julia A. Einbrod, his wife, a deed conveying

said property to these Complainants, by a good and merchantable title; that Carl W. Einbrod and Julia A. Einbrod, his wife, and these Complainants, jointly and severally, have requested and demanded of the Northwest Real Estate Company its approval of these Complainants as purchasers and occupants of said property and therefore as residents in Ashburton; that the Northwest Real Estate Company unqualifiedly refused to give its consent and approval, at first by its President George R. Morris, declaring said refusal to Carl W. Einbrod, Charles Serio, William J. Bigler, the real estate broker, and David McCullough, the latter a friend of these Complainants who had accompanied the said Charles Serio to the interview, and later in writing in response to a written request and demand as hereinbefore stated; that with all the restrictions and conditions that have been or could be legally imposed and required, the said Carl W. Einbrod and Julia A. Einbrod, his wife, have fully and completely complied; that these Complainants under their contract with said Carl W. Einbrod and Julia A. Einbrod, his wife, have met all requirements in said contract and are entitled to a performance by the Northwest Real Estate Company of its obligations to said Carl W. Einbrod and Julia A. Einbrod, his wife, as assignee under said contract of the said property and therefore entitled to call upon the Northwest Real Estate Company to discharge as fully and completely, its duties and obligations to them as owners of said property as it, the Northwest Real Estate Company, exacts of the said owners the observance of the rights and advantages which to the Northwest Real Estate Company are in said deed reserved.

9. That these Complainants charge that the restrictions in said deed from the Northwest Real Estate Company to Carl W. Einbrod and Julia A. Einbrod, his wife, and particularly those parts of covenants 7 and 10 hereinbefore referred to, are unreasonable and unlawful restraints and restrictions on alienation, and in

themselves invalid and void because of inconsistent and conflicting powers, vague and uncertain provisions, which cannot under the facts, conditions and surrounding circumstances here found and hereinbefore stated, sustain the disapproval by the Northwest Real Estate Company of the Complainants as purchasers and occupants of the property herein concerned; and that these Complainants further charge that should said restrictions be held neither void nor voidable, notwithstanding the specific charge thereof by these Complainants, still the said refusal of the Northwest Real Estate Company under the facts of this case is arbitrary, unreasonable, unlawful, capricious, whimsical and illegal for that the Northwest Real Estate Company if vested with power to grant or withhold approval or consent has in this case acted without rule or reason, without subjective or objective basis, without regard to guide or standard, with bias, unreasonableness, arbitrariness and capriciousness, and in disregard and violation of the rights of these Complainants under their contract of purchase and sale lawfully entered into with Carl W. Einbrod and Julia A. Einbrod, his wife, the holders of the legal title to said property under validly executed and duly recorded deed from the Northwest Real Estate Company; for that if the said covenants vest the Northwest Real Estate Company with unlimited, unrestricted, uncontrolled and uncontrollable discretionary power to determine who shall become a purchaser and occupant of a residence in Ashburton, but which power these Complainants deny and contest, these Complainants further charge that they as Vendees under a contract of sale and purchase from the holders of the legal title to a property in Ashburton are entitled to have said power exercised with reason, right and relevancy and not by bias, caprice, whim and arbitrariness; that Charles Serio, one of the Complainants herein, not only admits without apology but proclaims with pride that he is of Italian stock and an American citizen and is proud of both his native and adopted countries, and alleges incidentally



and in addition that his wife is of the purest Nordic stock, and in the veins of their child, the only other member of the family that will occupy said residence, flows the blood of the proud Roman and study Germanic races; that the said Charles Serio conducts a stall in the Lexington Market area but has so conducted his business in said market as to have the confidence of the business and banking community as well as the respect and esteem of his customers; that by diligence in his business, he can now stand before the Kings of Finance and Captains of Industry in the Port of Opportunity, in the Free State of Maryland, in the Land of Liberty, even if the Northwest Real Estate Company consider him not fit to be a resident of Ashburton; that by industry and frugality having accumulated sufficient money to pay cash for a home in a section where the records show that mortgages are the rule, he entered into a contract to purchase a home that was within his means, of a design that was pleasing to his wife and himself, and in a location that is within easy distance of his place of business, and to occupying which residence he and his wife looked forward with pleasure to themselves and benefit to their child; that the refusal of the Northwest Real Estate Company is capricious, arbitrary and unreasonable in that the Northwest Real Estate Company has by direct conveyance deeded a lot in Ashburton to a man who like this Complainant is of Italian blood and bears an Italian name; that the refusal of the Northwest Real Estate Company is capricious, arbitrary and unreasonable in that the Northwest Real Estate Company has by direct conveyance deeded a lot in Ashburton to a man who like this Complainant is engaged in business and conducts a stall in the Lexington Market area; that the refusal of the Northwest Real Estate Company is capricious, arbitrary and unreasonable in that the Northwest Real Estate Company has based its refusal on a consideration of the "place of last occupancy and residence" of these Complainants when in fact these Complainants have for years owned and occupied as their residence, the dwelling #2914 E.

Madison Street among neighbors and friends whose "character, desirability and qualifications" are unassailable when judged by any standard no matter how high and lofty, and whose places of residence are in a neighborhood which tested by any norm or rule is beyond criticism much less condemnation; that the refusal of the Northwest Real Estate Company is capricious, arbitrary and unreasonable in that the Northwest Real Estate Company has based its refusal on the "past habits" of this Complainant, when in fact that while this Complainant does not claim to have attained that stage of perfection in conduct nor to have acquired habits of a kind and character that would entitle him to become at this time a resident in or occupant of a mansion in Heaven, yet this Complainant alleges that <sup>WITH RESPECT TO</sup> his habits, judged by the habits of some of those to whom he notes by the records that the Northwest Real Estate Company has by direct conveyance deeded lots in Ashburton, he can say without fear of Pharaseeism that he welcomes an impartial and unbiased comparison and judgment on his "past habits" as a test of his "desirability and other qualifications" as a fellow resident and occupant of a home in Ashburton; that the refusal of the Northwest Real Estate Company is not the result of the application of any rule, principle, concept or standard to the facts here present, but is the arbitrary and capricious action of the Northwest Real Estate Company; said action bears no relation to any purpose that said covenants by any construction could be held to serve; and as has been shown the Northwest Real Estate Company in consenting to the purchase of its own lots by other persons has followed a contrary course with respect to every consideration that could be of import and effect in executing the power under this covenant; that judged by every possible objective standard the said

refusal is arbitrary and capricious; that if the Northwest Real Estate Company can apply and has applied under this covenant, a subjective standard in determining that the "past habits", "place of last occupancy or residence", and "all other things pertinent to a careful impartial investigation" lead to the conclusion that "the desirability and other qualifications of the proposed purchaser or occupant" are "not such as to justify" the Northwest Real Estate Company "to approve of him as a resident or occupant of Ashbutron", these Complainants charge that the Northwest Real Estate Company has applied a standard that is far beyond that attained or approached by its own officers and agents and that in "habits", "place of last occupancy or residence" and "all other things pertinent to a careful, impartial investigation" the facts with respect to these Complainants judged by any subjective standard that the Northwest Real Estate Company may have applied will grade the Complainants equally as well as the officers of the said Northwest Real Estate Company, equal to any and superior to many of those to whom the Northwest Real Estate Company has consented to sell its own lots and properties and who are now residents and occupants at Ashburton; that said covenant and restriction being without standards or with standards so vague, uncertain, undefined and undetermin<sup>ed</sup>ed as to be void, and said refusal having been rendered without resort to but in entire disregard of every rule, principle or standard either objective or subjective, being a decision wholly capricious and arbitrary, unreasonable and unlawful, in conflict with and contrary to every consideration that said covenant or restriction could be construed to serve or promote, said refusal being unsupported by any evidence, said refusal being a conclusion to which no fair-minded man could come on a consideration of facts, said refusal being a result beyond the bounds of rational inference from the facts, and not possible to be logically reached by applying to the facts any standard that could possibly be held to be prescribed by the covenant and being purely capricious,

arbitrary and unreasonable, is therefore null and void.

10. That these Complainants pray that Carl W. Einbrod and Julia A. Einbrod, his wife be required specifically to perform the said contract for the purchase by the Complainants of the fee-simple property #3501 Rosedale Road, Ashburton, in the City of Baltimore, State of Maryland; and these Complainants further pray that the said refusal of the Northwest Real Estate Company, a body corporate, be inquired into and be decreed to be null and void and the approval of the Northwest Real Estate Company to the performance of said contract be ordered and required and that approval of these Complainants as residents and occupants at Ashburton and as grantees under a deed for the fee simple property hereinbefore referred to from Carl W. Einbrod and Julia A. Einbrod, his wife, be decreed.

11. That these Complainants are without full, adequate and complete remedy at law, and unless jurisdiction be assumed by this Honorable Court and relief be granted herein, that these Complainants will suffer irreparable loss and injury.

TO THE END THEREFORE:

1. That the refusal of the Northwest Real Estate Company, a body corporate, to the execution of said contract of sale hereinbefore set out, be declared and decreed arbitrary, unreasonable and unlawful, or illegal, null and void, and that the said company be required to give its approval of these Complainants as residents or occupants of Ashburton, and that approval of these Complainants as said residents and occupants and as grantees under a deed to said property be decreed.

2. That sections 7 and 10 of the covenants and restrictions in said deed be declared and decreed to be invalid or that the action of the Northwest Real Estate Company under said sections in refusing approval of these Complainants as residents and occupants of Ashburton be declared and decreed to be arbitrary,

capricious and invalid, and that approval of these Complainants as said residents and occupants, and as grantees under a deed to said property be decreed.

3. That a mandatory injunction be issued requiring the Northwest Real Estate Company to give its approval in the premises.

4. That the contract of March 27, 1928 between these Complainants and Carl W. Einbrod and Julia A. Einbrod, his wife, be specifically enforced.

5. That these Complainants may have such other and further relief as their case may require and your Honor may deem fit and proper.

May it please your Honor to grant unto these Complainants the Court's writs of subpoena directed to Carl W. Einbrod and Julia A. Einbrod, his wife, both adults, both residents of Baltimore City in the State of Maryland, residing at 3612 Grantly Road, and to the Northwest Real Estate Company, a body corporate, of the State of Maryland with its principal office in the Morris Building, Charles and Saratoga Streets, commanding them and each of them to be and appear in this Court on some certain day to be named therein to answer the premises and to abide by and perform such decree as may be passed herein.

And as in duty bound, etc.

Maloy, Borden and Yost  
Solicitors for Complainants.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 2<sup>nd</sup> day of May, 1928, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Charles Serio, one of the Complainants and made oath in due form of law that the matters and facts in said bill of complaint are true and bona fide as to those matters of which he has knowledge and as to those matters alleged to be upon information and belief that said matters are true and bona fide to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

John McCullough  
Notary Public.

Maloy Brady + Galt.  
1403 Fidelity Bldg.

**SUPERIOR COURT**

of BALTIMORE CITY

ROOM 310

STEPHEN C. LITTLE  
*Clerk*

Certified

**COPY**

Deed

FROM

Northwest Real Estate Co

TO

Carl W Einbrod &c

Liber.....SCL.....No. 4778.....Fol. 460 &c

Amount.....\$6.00.....Exd.....

\$.....Paid.....

In the Circuit Court  
Baltimore City  
215 28

Charles Serro et  
Northwest Real Est. Co  
et al

Complaints 'split' No.

Mr. Clerk:  
Please file de.

Maloy, Brady and Galt  
for  
Complaint

215694  
(2)

Pl. 2<sup>nd</sup> May 1938

Mr. Casey,



Northwest Real Estate Co ) THIS DEED made this nineteenth day  
Deed to ) of August 1927 by The Northwest Real  
Carl W Einbrod &c ) Estate Company a corporation created

by and existing under the Laws of the State of Maryland hereinafter generally called the Company party of the first part and Carl W Einbrod and Julia A Einbrod his wife of Baltimore Maryland hereinafter generally called the grantees parties of the second part WITNESSETH that in consideration of the payment of the sum of five dollars and other valuable considerations the receipt whereof is hereby acknowledged and the performance of the covenants and agreements hereinafter set out to be performed by the said grantees their heirs and assigns the said company does hereby grant and convey unto the said grantees as tenants by the entireties their assigns and unto the survivor of them his or her heirs and assigns subject to the said covenants and agreements all that land and premises situate and lying in Baltimore City in the State of Maryland and described as follows namely BEING Lot 2 Block F Section 6 on the Plat of Ashburton recorded among the Land Records of Baltimore City in Liber S C L 4270 folio 597 BEGINNING for the same on the southeast side of Rosedale Road at a point located seventy feet northeasterly from the corner formed by the intersection of the southeast side of Rosedale Road and the northeast side of Dorchester Road and running thence northeasterly and binding on the southeast side of Rosedale Road fifty seven feet to the southwesternmost corner of lot 3 Block F Section 6 on the said Plat thence southeasterly and parallel with Dorchester Road one hundred and twenty feet thence south westerly and parallel with Rosedlae Road fifty seven feet to the northeasternmost corner of Lot 1 Block F Section 6 as shown on said plat thence northwesterly and parallel with Dorchester Road one hundred and twenty feet to the place of beginning See deed from George R Morris and wife to the Northwest Real Estate Company dated October 26th 1920 and recorded among the Land Records of Baltimore City in Liber S C L No 3661 folio 303 etc TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or appertaining TO HAVE AND TO HOLD the above granted property unto the said grantees as tenants by the entireties their assigns

and unto the survivor of them his or her heirs and assigns forever in fee simple subject however to the following additional covenants and agreements which are hereby entered into by the said grantees their heirs and assigns with the said Company as part of the consideration of this Deed 1 That there shall not be more than one residence or dwelling built on a lot And no lot shall have a frontage of less than fifty feet 2 That no shop store factory saloon or business house of any kind nor apartment house more than two stories high shall be built on the land hereby conveyed 3 That no outbuilding will be permitted except garages 4 That no building except a garage be erected closer than ten feet to a party line 5 That no chickens pigeons or other domestic fowl shall be permitted on the property 6 That no public health or contagious disease hospital Federal Clinic or insane asylum shall be erected or maintained on the Land hereby conveyed 7 And for the purpose of maintaining the property hereby conveyed and the surrounding property as a desirable high class residential section it is hereby agreed by and between the parties hereto for themselves their successors heirs executors administrators and assigns that until January 1st 1932 no owner of the land hereby conveyed shall have the right to sell or rent the same without the written consent of the grantor herein which shall have the right to pass upon the character desirability and other qualifications of the proposed purchaser or occupant of the property until January 1st 1932 and the said grantor further agrees that all deeds or releases herein after made by it of the remaining unimproved lots on the plat of Ashburton Section 6 heretofore referred to shall contain the same covenant as to the sale or renting such property Nothing herein however shall be construed to prevent the owner from mortgaging said property 8 No buildings fence wall or other structure shall be commenced erected or maintained nor shall any addition to or change therein be made until the plans and specifications in duplicate showing the nature kind shape height material location and approximate cost of such structure shall have been submitted to and approved in writing by the Company The Company shall retain one set of the plans and specifications for its files The Company shall have the right to

refuse or approve any such plans or specifications which are not suitable or desirable in its opinion for aesthetic or other reasons and in so passing upon such plans or specifications it shall have the right to take into consideration the use and suitability of the proposed buildings or other structure and the materials of which it is to be built to the site upon which it is proposed to erect the same the harmony with the surroundings and effect of the building or other structure as planned on the outlook from the adjacent or neighboring property The Company shall establish the set back of the proposed building the grade of the lot and the height of the first floor 9 If the lot herein described and conveyed shall be on any of the following Streets or Roads namely Dennison Dorchester Ellamont or Barrington Place and bounding on the Land marked Reservation on the Revised Plat of Ashburton filed in the case of John S Gittings et al vs Henry May Gittings et al in the Circuit Court of Baltimore City Docket 44 A folio 446 as part of the Report of sale to George R Morris as amended by the orders of said Court passed in said cause on the 8th day of July 1920 August 3rd 1922 and September 28th 1922 then any house built thereon shall face the property marked Reservation on said plat and the plans and specifications for said house are to be approved by a committee 10 It is distinctly covenanted and agreed between the parties hereto that all the covenants and agreements above expressed shall be held to run with and bind the land hereby conveyed and all subsequent owners and occupants thereof and the acceptance of this deed shall have the same effect and binding force upon the grantees their heirs or assigns as if the same were signed and sealed by the said grantees their heirs or assigns The Company reserves the right to an easement of five feet along the rear line of all lots for the purpose of sewers electric light and telephone poles 11 That all reference to or mention of Avenues Streets Roads Lanes sidewalks alleys or paths in this deed will be and are for the purpose of description only and not for the purpose of dedication and the rights of the grantor in and to the same are specially reserved And the said Company subject to the above covenants and agreements on the part of the said grantees their heirs and assigns covenants that it will warrant

specially the land and premises hereby granted and conveyed and that it will execute such further assurances of said land and premises as may be requisite IN WITNESS WHEREOF the said The Northwest Real Estate Company has caused these presents to be signed by James L Wroten its Vice President and its Corporate Seal to be hereto attached

Test

Charlotte Williams Sec

The Northwest Real Estate  
Company

( The Northwest Real )  
( Estate Co Inc 1915 )

By James L Wroten  
Vice President

CITY OF BALTIMORE STATE OF MARYLAND TO WIT I HEREBY CERTIFY that on this nineteenth day of August 1927 before me the subscriber a Notary Public of the State of Maryland in and for Baltimore City aforesaid personally appeared James L Wroten Vice President and he acknowledged the said deed to be the act of the said The Northwest Real Estate Company AS WITNESS my hand and Notarial Seal

W Leighton Merryman

(Notarial Seal)

Notary Public

Recd for record-recorded & exd Aug 19th 1927 at 11.46 o'clock A M  
Stephen C Little Clerk

I HEREBY CERTIFY that the foregoing is a true copy taken from Liber  
S C L No 4778 Folio 460 &c one of the Land Records of Baltimore City

IN TESTIMONY WHEREOF I hereto

set my hand and affix the

Seal of the Superior Court of

Baltimore City on this the

30th day of April A D 1928

*Stephen C. Little*

Clerk of the Superior Court

of Baltimore City

IN THE  
CIRCUIT COURT  
OF BALTIMORE CITY.

*1928*

CHARLES SERIO, et al.,

VS.

NORTHWEST REAL ESTATE CO.  
at al.

COMPLAINANTS' EXHIBITS  
NOS. 2, 3 and 4.

Mr. Clerk:

Please file, &c.,

*Maloy, B. and York*  
*ops. for Complainants*

*215694*

*37*  
*Pl. 20 May 1928*

This Agreement, Made this *Twenty seventh* day of *March* nineteen hundred and *twenty eight*, between *Carl W. Eimbrod and Julia A. Eimbrod (his wife)*

of the first part and *Charles Serio and Irene Serio (his wife)* of the second part

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

*Baltimore City - known as 3501 Rosedale Road, Ashburton.*

At and for the price of *Ten thousand five hundred in full simple (10,500)* Dollars of which *Five hundred (500.00)* Dollars have been paid prior to the signing hereof and the balance is to be paid as follows: *in Cash on or before June 1st 1928.*

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee *subject however to the residential restriction prevailing in Ashburton.*

Taxes, and all other expenses, (including special paving tax if any) to be paid or allowed for by the Vendor to *date of transfer.*, nineteen hundred and *transfer to be on or before June 1st - 1928.*

Time is the essence of this contract. The seller further agrees to paper house (pattern to be selected by the buyer), install enamel gas range in kitchen, dresser in pantry, *and the hardwood floors, paint the outside trim where necessary, and grade and seed the lawn.*

Witness our hands and seals

TEST:

*William J. Bigler*  
*(As to all four)*

*Carl W. Eimbrod* [SEAL]  
*Julia A. Eimbrod* [SEAL]  
*Chas. Serio* [SEAL]  
*Irene Serio* [SEAL]

# CONTRACT OF SALE

BETWEEN

\_\_\_\_\_

AND

\_\_\_\_\_

\_\_\_\_\_

GREEN SP...  
MONTGOMERY

*[Faint handwritten notes and signatures, including a signature that appears to be "W. H. ..."]*

April 20, 1928.

Northwest Real Estate Company, Attention of Mr. George R. Morris.  
Morris Organization,  
Morris Building,  
N. W. Cor. Saratoga & Charles Sts.,  
Baltimore, Maryland.

Gentlemen:

We have been retained by and are writing as the counsel for Mr. Charles Serio and Mrs. Irene Serio, his wife, who on March 27, 1928 entered into a written contract of sale and purchase with Mr. Carl W. Einbrod, whereby Mr. and Mrs. Serio agreed to buy and Mr. Einbrod agreed to sell the fee simple property #3501 Rosedale Road, Ashburton at and for the sum of \$10,500.00 of which \$500 was paid at the signing of the contract. This contract was subject to the residential restrictions prevailing in Ashburton. Mr. Serio with Mr. Bigler and Mr. McCullough called to see you and you (representing the Northwest Real Estate Company) refused assent to the transfer of the property to Mr. Serio.

This letter is a formal demand upon you to approve the transfer of title by Mr. Einbrod to Mr. and Mrs. Serio. We hope that you will reconsider your decision but would ask that you let us have in writing your refusal or compliance with this demand. We are sending copy to Mr. Einbrod and Mr. Bigler.

Yours very truly,

For Mr. Charles Serio and  
Mrs. Irene Serio, his wife.

WMA.JM.



GEO. R. MORRIS ORGANIZATION  
REAL ESTATE  
MORRIS BUILDING  
BALTIMORE

April 21, 1928.

Messrs. Maloy, Brady, Howell & Yost,  
Attorneys at Law,  
1403 Fidelity Building,  
Baltimore, Md.

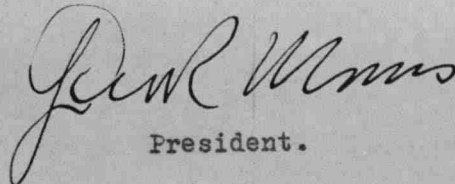
Gentlemen:

Replying to your communication of April 20th in reference to the Northwest Real Estate Company refusing to approve the sale of 3503 Rosedale Road, Ashburton, to Mr. Charles Serio, and wherein, you request that we advise you, by return mail, our objections to said party; we desire to say that we have made a careful impartial investigation of the proposed purchaser, his past habits, including his place of last occupancy or residence, and all other things pertinent to a careful impartial investigation, and we have concluded that "the desirability and other qualifications of the proposed purchaser or occupant" are not such, as to justify us, in the exercise of the discretion vested in us, to approve of him as a resident or occupant of Ashburton.

This decision is made, by virtue and in pursuance of the authority vested in us, under the provisions contained in Clause number 7 of the covenants contained in the deed, under which, said property was conveyed by us.

Yours very truly,

THE NORTHWEST REAL ESTATE COMPANY  
BY:



President.

GRM:B

P 679 Ct. Ct.

224  
1928 Docket No. A-68

Charles Serio et al

vs.

Northwest Real Estate Co.,  
a body corporate, et al

*Maria 2019*  
SUBPOENA TO ANSWER BILL OF COMPLAINT

No. *a 3 PW-207C*  
*15694*

*(4)*

Filed *11 May*, 1928

Maloy, Brady & Yost,

SOLICITOR S

*9-18*

*Summoned Northwest Real Estate Corporation  
a corporation by service on James S. Moten  
Vice President and a copy of the process left  
with said Vice President also Notice of said  
summons left at the principal office of said  
Corporation also Summured. Carl W. Embroel  
Julia A. Embroel and a copy of the process  
left with each defendant*

*John B. Potter  
Sheriff*

*Broderick  
Myatt  
Jno 1451*

*2  
May 28  
3:30 PM*

EQUITY SUBPOENA

The State of Maryland

To

5/30/28 #18

Carl W. Einbrod and  
Julia A. Einbrod, his wife

} 3612 Grantly Road

Northwest Real Estate Company,  
a body corporate.

Morris Bldg.

James S. Watson v. Rest 5/3/28-9

of Baltimore City, Greeting:

WE COMMAND AND ENJOIN YOU, That all excuses set aside, you do within the time limited by law, beginning on the second Monday of **May** next cause an appearance to be entered for you and your answer to be filed to the complaint of

**Charles Serio et al** against you exhibited in the Circuit Court of Baltimore City, HEREOF fail not, as you will answer the contrary at your peril.

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

City, the **12th** day of **March** 192 **8.**

Issued the **2nd** day of **May**, in the year 192**8.**

*Chas. R. Whiteford*

Clerk

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

IN THE CIRCUIT COURT  
OF  
BALTIMORE CITY.

*1928*

CHARLES SERIO, and  
IRENE SERIO his wife,  
Complainants

vs.

NORTHWEST REAL ESTATE  
COMPANY, a body corporate  
and  
CARL W. EINBROD and  
JULIA A. EINBROD his wife,  
Defendants

ANSWER AND DEMURRER.

MR. CLERK:

*15694*  
*Walter C. Mylander*

Please file &c.

ATTY. FOR DEFENDANTS.

DUE SERVICE OF COPY OF  
WITHIN ANSWER AND DEMURRER  
ADMITTED THIS 25<sup>th</sup> DAY OF MAY,  
1928.

*Walter C. Mylander*  
Sol. for Complainants.

WALTER C. MYLANDER  
ATTORNEY AT LAW  
410-416 MORRIS BUILDING  
BALTIMORE, MD.

FILED

*25 May 1928*

CHARLES SERIO, and	:	
IRENE SERIO, his wife,	:	IN THE
Complainants	:	
	:	CIRCUIT COURT
VS.	:	OF
	:	
NORTHWEST REAL ESTATE COMPANY,	:	BALTIMORE CITY.
a body corporate, and	:	
CARL W. EINBROD, and	:	
JULIA A. EINBROD, his wife,	:	
Defendants.	:	

-----  
ANSWER OF THE NORTHWEST REAL ESTATE COMPANY.  
-----

Your respondent, The Northwest Real Estate Company, a body corporate duly incorporated under the Laws of the State of Maryland, one of the above named defendants, answering the Bill of Complaint, in this cause against it, and others, exhibited, the whole thereof, and each and every paragraph thereof, respectfully shows unto this Court:-

- First:- Answering the 1st paragraph of said Bill of Complaint, this respondent has no knowledge nor information, of the alleged matters and facts therein contained, and therefore, in accordance with the Revised General Equity Rules, denies the same.
- Second:- Answering the 2nd paragraph of said Bill of Complaint, this respondent admits the allegations therein contained.
- Third:- Answering the 3rd paragraph of said Bill of Complaint, this respondent admits the allegations therein contained.
- Fourth:- Answering the 4th paragraph of said Bill of Complaint, this respondent, has no knowledge nor information, nor means of obtaining any knowledge nor information of the alleged matters and facts therein set forth, and therefore in accordance with the Revised General Equity Rules, denies the same.

FIFTH:- Answering the 5th paragraph of said Bill of Complaint, this respondent has no knowledge nor information of the alleged matters and facts therein set forth, and therefore, in accordance with the Revised General Equity Rules, denies the same.

SIXTH:- Answering the 6th paragraph of said Bill of Complaint, this respondent admits all the matters and facts therein set forth except that this respondent held the matter under consideration for "an unreasonably long interval" which is most emphatically denied. Further answering said 6th paragraph, this respondent says, that it announced its decision, in compliance with the provisions of the covenants contained in the title to the premises, in question, just as speedily, as conscientious and fair investigation, enabled it to do.

SEVENTH:- Answering the 7th paragraph of said Bill of Complaint, this respondent admits the allegations therein contained.

EIGHTH:- Answering the 8th paragraph of said Bill of Complaint, this respondent admits the execution of deed from it to Carl W. Einbrod and wife, as therein stated, and the execution of the purchase money mortgage by said Einbrod and wife to this respondent and the submission and rejection by this respondent of the names of the purchasers. As to all other allegations and averments therein contained this respondent has no knowledge nor information, and therefore, in accordance with the Revised General Equity Rules, denies the same, except further, that this respondent, denies absolutely the compliance by said complainants with the conditions and provisions of the covenants, aforementioned and further denies absolutely that said Complainants are or ever were entitled to demand the approval of this respondent under the terms of said conditions, covenants and restrictions.

NINTH:- Answering the 9th paragraph of said Bill of Complaint, this respondent denies that it has ever acted in the enforcement of said covenants, conditions and restrictions, arbitrarily, or

or capriciously or unreasonably, and in any other manner, than for the best interests of all the occupants and owners of Ashburton; that as to all other matters and facts therein contained, this respondent has no knowledge nor information and therefore, in accordance with the revised General Equity Rules, denies the same.

Further answering said Ninth Paragraph, this respondent alleges and avers, that it has made a very careful investigation free of all bias and prejudice as required of it to be done, and performed, under the terms and conditions of the covenants aforementioned, and as a result of such investigation, concluded that the complainants, did not measure up to the standard as required by such covenants and conditions. and

Further that it does not set up or attempt to set up vague or indefinite standards, but only such standards, as can easily be complied with by persons of ordinary culture, refinement and morality.

TENTH:- Answering the 10th paragraph of said Bill of Complaint, this respondent denies such allegations of alleged matters on facts therein contained.

ELEVENTH:- Answering the 11th paragraph of said Bill of Complaint, this respondent denies all the averments of alleged matter or facts therein contained.

TWELFTH:- Further answering the whole of said Bill of Complaint and each and every part thereof, and by way of demurrer to the whole thereof, and to each and every part thereof in accordance with the Revised General Equity Rules, these respondents demur to the whole thereof, and each and every part thereof, and for reasons therefor, state:-

1. That the whole Bill is Multifarious.
2. That the whole bill is insufficient, either in equity or at Law.

3. That the whole Bill fails to state any cause or reason of or for equitable relief.
4. That the whole Bill shows on its face an improper joinder of parties defendants.
5. And for other good and sufficient reasons to be shown at the hearing hereof.

WHEREFORE, having fully answered said Bill of Complaint, this respondent prays to be hence dismissed with its costs.

And as induty &c.

The Northwest Real Estate Co.

by

George R. Morris  
its president  
Respondent

M. H. Glauert  
Solr. for Respondent.

STATE OF MARYLAND, CITY OF BALTIMORE, to-wit:-

I hereby certify that on this 25<sup>TH</sup> day of May, 1928, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared George R. Morris, the President of The Northwest Real Estate Company, a body corporate, and on behalf of said body corporate, made oath in due form of Law, that the matters and facts set forth in the foregoing Answer are true to the best of his knowledge and belief. At the same time, said George R. Morris on behalf of the said corporation, made oath in due form of Law, that the filing of the Demurrer embraced within the foregoing Answer, is not intended for the purpose of delay, and that he has been duly authorized by said corporation, to make these affidavits, on its behalf.

As Witness my hand and Notarial Seal.

Emory B. Duchelbaum  
Notary Public.



Mary Brady &  
Gust.

Circuit Court ~~No. 2~~

2012  
192  DOCKET No. ....

Charles Seris &

vs.

Th. N.W. Peal & Co  
et al

**Motion for Hearing**

a No. 15694

(2)

Filed 25 day of May 192

Walter C. Mylander

Charles Lewis Jr

IN THE  
Circuit Court ~~No. 2~~

vs.  
The Northwest Real Est Co  
et al

-OF-  
BALTIMORE CITY

The defendant, The N.W. R. Est Co, by Walter C. Mylander, its Solicitor, applies to have the above entitled cause placed in the

Trial Calendar for hearing on Demurrer to Bill of Complaint.

In conformity with the First Equity Rule.

Walter C. Mylander  
Solicitor for The N.W. R. Est Co



Charles Serio et al

vs

The North West Real Estate Co.,  
et al

IN THE

**CIRCUIT COURT**

OF BALTIMORE CITY

Upon application made by the Solicitor for the .....

Defendant .....

the above entitled cause has been placed upon the trial calendar in  
accordance with the provisions of the First Equity Rule, and the  
same will stand for hearing on Demurrer .....

when reached in due course on said calendar.

CHARLES R. WHITEFORD

*Clerk Circuit Court.*

IN THE  
CIRCUIT COURT OF  
BALTIMORE CITY

Docket 68 A, folio 224

CHARLES SERIO  
IRENE SERIO, his wife  
Plaintiffs

vs

NORTHWEST REAL ESTATE  
COMPANY, a body corporate,  
CARL W. EINBROD  
JULIA A. EINGROD, his wife,  
Defendants

A N S W E R

Service of Copy Admitted  
this 28<sup>th</sup> day of May, 1928.

*Maly, Brady and York*  
~~Attorneys~~ for Plaintiffs.  
*Delaware*

Mr. Clerk:

*a/5694*  
*(S)*  
Please file.

*Hemmler and Penniman*  
Solicitors for Respondents

J. A. DUSHANE PENNIMAN  
ATTORNEY AT LAW  
BALTIMORE, MD.

*J. A. Dushane Penniman*  
*28<sup>th</sup> May 1928*

*65/2/6/E*

CHARLES SERIO	:	IN THE
IRENE SERIO, his wife	:	
Plaintiffs	:	CIRCUIT COURT OF
	:	
vs	:	BALTIMORE CITY
	:	
NORTHWEST REAL ESTATE	:	
COMPANY, a body corporate,	:	
CARL N. EINBROD	:	
JULIA A. EINBROD, his wife,	:	
Defendants.	:	Docket 68 A, folio 224.
	:	

-----

The Answer of Carl W. Einbrod and Julia A. Einbrod, his wife.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Respondents, Carl W. Einbrod and Julia A. Einbrod, his wife, two of the above named defendants answering the Bill of Complaint in this cause against them and others, exhibited, say:-

First: Answering the first, second, third, fourth, fifth, seventh, ninth, tenth and eleventh paragraphs of said Bill of Complaint, your Respondents admit the allegations set forth therein.

Second: Answering the sixth paragraph of said Bill of Complaint, your Respondents admit the allegations set forth therein, with the exception of the allegation that Charles Serio and Irene Serio, his wife, are ready, willing and desirous of complying with the said contract of sale and this allegation your Respondents deny in that the said Charles Serio and Irene Serio, his wife, have refused to accept from your Respondents a deed which will convey a good and merchantable title to said property 3501 Rosedale Street, Baltimore, Maryland, upon the

grounds that consent in writing to said transfer by the Northwest Real Estate Company has not been obtained.

Third: Answering the eighth paragraph of said Bill of Complaint your Respondents admit the allegations set forth therein with the exception of the allegation that the refusal of the Northwest Real Estate Company to give its approval to Charles Serio and Irene Serio, his wife, as purchasers prevents your Respondents from conveying said property to the Complainants herein.

Fourth: Further answering the said Bill of Complaint, your Respondents show that said contract contained a provision that said property was subject to the residential restrictions prevailing in Ashburton and that under said contract the consent of the Northwest Real Estate Company to the sale aforesaid to Charles Serio and Irene Serio, his wife is not a condition precedent to your Respondents being entitled to the balance due on the purchase price, and that your Respondents are able and willing to execute a deed which will convey a good and merchantable title to said property No. 3501 Rosedale Street subject to said residential restrictions prevailing in Ashburton they consent and desire that this Court pass such a decree as to it may seem proper and just in the premises, wherein it is decreed that Charles Serio and Irene Serio, his wife, without the consent of the Northwest Real Estate Company, specifically perform the aforesaid contract and your Respondents pray that they may be hence dismissed with their costs in the suit.

And, as in duty bound, etc.

Hemmler and Gernsman  
Solicitors for Respondents.

IN THE  
CIRCUIT COURT  
OF BALTIMORE CITY

CHARLES SERIO and  
IRENE SERIO, his wife,  
Complainants,

VS.

NORTHWEST REAL ESTATE CO.  
a body corporate, and  
CARL W. EINBROD and  
JULIA A. EINBROD, his wife,  
Defendants.

DEMURRER.

Mr. Clerk:

Please file, &c.,

*a/5694*

*Maloy, Brady & Yost*

*Att. for Complainants*

MALOY, BRADY AND YOST,

ATTORNEYS AT LAW,

FIDELITY BLDG. BALTIMORE.

*Atty. May 1928*

*Service of copy admitted this  
day of May 1928*

*File for N.W. P.E. Co.*



CHARLES SERIO and  
IRENE SERIO, his wife,  
Complainants

IN THE

VS.

CIRCUIT COURT

NORTHWEST REAL ESTATE COMPANY,  
a body corporate, and  
CARL W. EINEROD, and  
JULIA A. EINEROD, his wife,  
Defendants

OF BALTIMORE CITY

-0-:-0-

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Complainants demur to the answer of the Northwest Real Estate Company, one of the Defendants herein, and for grounds of demurrer say:

That the said answer in so far as it purports to be an answer to the bill filed herein, is not a full and perfect answer to the plaintiffs' case as set out in their bill; that said answer does not respond to every substantial part of the plaintiffs' case; said answer does not respond to the particular and precise charges in the plaintiffs' bill; that said answer does not apprise the plaintiffs of the nature of the case it intends to set up, nor discover the material and pertinent matters of fact, peculiarly and exclusively within the defendant's knowledge, that are ultimate facts herein; that said answer in so far as it purports to be an answer is insufficient in that it does not comply with the requirements of the General Equity Rules and particularly Rules 20 and 18; and for other good and sufficient reasons to be stated at the hearing on this demurrer.

Tracy, Brady and York  
Solicitors for Complainant.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this <sup>28<sup>th</sup></sup> day of May, 1928 before me, the subscriber, a Notary Public of the State of Maryland in and for the City aforesaid personally appeared CHARLES SERIO and IRENE SERIO, his wife, the Complainants in this cause and made oath in due form of law that the demurrer filed by them herein, is not intended for delay.

AS WITNESS my hand and Notarial Seal.

John McCullough  
Notary Public.

From the date hereof.

Real Estate Company to file an amended answer within five days

(3) That leave be and is hereby given to the Northwest

Real Estate Company is hereby sustained;

(2) That the demurrer to the answer of the Northwest  
same is hereby overruled;

(1) That the demurrer to the bill of complaint be and the  
Court of Baltimore City, ORDERED and DECREED that:

It is this 13th day of June, 1928, by the Circuit  
considered,

parties having been heard, and the papers having been read and  
Northwest Real Estate Company, and after the counsel for the  
and of the demurrer of the complainants to the answer of the  
of the Northwest Real Estate Company to the Bill of Complaint  
This cause coming to be heard upon the demurrer  
CHARLES SERIO, et al  
NORTHWEST REAL ESTATE COM-  
PANY,  
CARL N. EINBROD, et al  
ORDER  
June 12, 1928.

724  
254  
6/19/28

6/18/28  
June 1928

CARL N. EINBROD, et al  
NORTHWESTERN REAL ESTATE COMPANY

BALTIMORE CITY

-48-

CHARLES SERIO, et al

IN THE CIRCUIT COURT

OF

.....

CHARLES SERIO, et al

\*

IN THE CIRCUIT COURT

-vs-

\*

OF

NORTHWESTERN REAL ESTATE COMPANY \*  
CARL N. EINBROD, et al

BALTIMORE CITY

\*

\*\*\* \*\* \*

This cause coming on to be heard upon the demurrer of the Northwest Real Estate Company to the Bill of Complaint and on the demurrer of the Complainants to the answer of the Northwest Real Estate Company, and after the counsel for the parties having been heard, and the papers having been read and considered,

It is this 12th day of June, 1928, by the Circuit Court of Baltimore City, ORDERED and DECREED that:

- (1) That the demurrer to the bill of complaint be and the same is hereby overruled;
- (2) That the demurrer to the answer of the Northwest Real Estate Company is hereby sustained;
- (3) That leave be and is hereby given to the Northwest Real Estate Company to file an amended answer within five days from the date hereof.

*Frederic O. Durne*  
.....J.

Maloy Brady,  
York.

SMY  
2/19/54

Cris, et al  
to  
Northwest Real  
Estate Co,  
et al

2/5694  
(L19)

Walter Mylan  
Beignel  
Cunningham

Pl. 89 May 1954

*Faint handwritten notes, possibly "Faintly printed, please..."*

AIRMAIL  
BOND

CHARLES SERIO, et al.

:

IN THE

VS.

:

CIRCUIT COURT

THE NORTHWEST REAL ESTATE CO.,  
et al.

:

OF BALTIMORE CITY

:

-0--0-

Upon application made by the Solicitor for the Complainants, the above entitled cause has been placed upon the trial calendar in accordance with the provisions of the First Equity Rule, and the same will stand for hearing on Demurrer to the Answer of the Northwest Real Estate Company when reached in due course on said calendar.

*Maloy, Brady and York  
Sols. for Complainants*

Serve on  
Heimiller & Penniman 228 1/2 Lexington St  
W. C. Mylander Morris

1408 Murray

W.C. Mylander  
Svr. for

5/31/28  
Northwest Real Estate Co.

Service admitted 5/31/28  
Jadushane Penniman  
S.J.

RECORDED  
THE SHERIFF'S OFFICE  
MAY 31 1928 1 56 PM

Ct. Ct.

224  
1928 No. A-68 Docket

Serio et al

vs.

Northwest Real Estate Co.,  
et al

**NOTICE OF HEARING**

A- No. 15694  
(11)

No.

Filed 29 day of May 1928

H

Copy of the within Notice served on Heimiller and Penniman and W. C. Mylander, Solicitors on the 31st day of May, 1928, in the presence of August D. Buckley  
Jules E. Pote Sheriff  
Jes 5/31

Charles Serio, et al

vs

The Northwest Real Estate Co.,  
et al

IN THE

**CIRCUIT COURT**

OF BALTIMORE CITY

Upon application made by the Solicitor for the

Plaintiff

the above entitled cause has been placed upon the trial calendar in  
accordance with the provisions of the First Equity Rule, and the  
same will stand for hearing on Demurrer

when reached in due course on said calendar.

CHARLES R. WHITEFORD

*Clerk Circuit Court.*



IN THE  
CIRCUIT COURT OF  
BALTIMORE CITY

*7/11*  
*1928*

CHARLES SERIO, and  
IRENE SERIO, his wife,  
Complainants

VS

NORTHWEST REAL ESTATE CO.,  
a body corporate, and  
CARL W. KINBROD, and wife  
Defendants

ORDER FOR AN APPEAL ON  
BEHALF OF NORTHWEST R. E. CO.

*one of defendants to equity*  
*appeals of Maryland*  
*from order dated 6/12/1928.*

Mr. Clerk:-

Please file, &c.,

*Walter C. Mylander*

Solicitor for Northwest  
Real Estate Company,  
a body corporate,  
one of defendants

Due service of copy of within  
Order admitted this day of  
June

WALTER C. MYLANDER  
ATTORNEY AT LAW  
410-416 MORRIS BUILDING  
BALTIMORE, MD.

*15674*  
*13D*  
*FILED Sol. for Complainant*  
*June 16 1928*

Charles Serio	:	
and	:	In
Irene Serio, his wife,	:	
Complainants.	:	the Circuit Court of Baltimore
vs.	:	
Northwest Real Estate Company,	:	City.
a body corporate,	:	
and	:	
Carl W. Einbrod	:	
and	:	
Julia A. Einbrod, his wife,	:	
Defendants.	:	

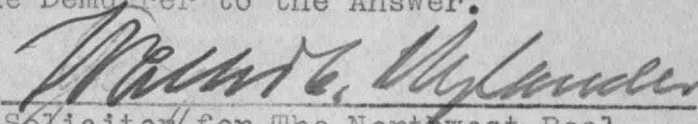
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ORDER OF APPEAL.

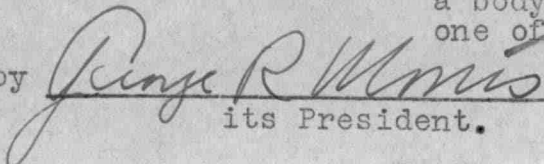
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MR. CLERK:-

Please enter an appeal to the Court of Appeals of Maryland, on behalf of The Northwest Real Estate Company, a body corporate, one of the above named Defendants, from the Order of this Court, passed herein, on or about the 12th day of June, 1928, overruling the Demurrer to the Bill of Complaint, and sustaining the Demurrer to the Answer.

  
 Solicitor for The Northwest Real Estate Company, body corporate, One of Defendants.

The Northwest Real Estate Company,  
 a body corporate,  
 one of defendants,

by   
 its President.

State of Maryland, City of Baltimore, to wit:-

I hereby certify, that on this 15th day of June, 1928, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared George R. Morris, the President of The Northwest Real Estate Company, a body corporate, one of the above named Defendants, Appellant, and made oath in due form of law, that the foregoing Order of Appeal is not filed for

the purpose of delay. And at same he also made oath in due form of law, that he is the President and Agent of said body corporate, Appellant, and has been duly authorized to make this affidavit.

As witness my hand and Notarial seal.

Oliver A. McKay  
Notary Public.

CYNDIE SDALLE

MADE IN U.S.A.

E BOMM

USA

Maloy, Brady  
& Yost

Serve  
1402 Tracy Bldg  
Maloy, Brady  
& Yost

W. B. Mylander  
#10 North Bldg

RECEIVED AT  
THE SHERIFF'S OFFICE IN  
JUN 20 1928 10 43 AM

W. B. Mylander  
Heimiller &  
Penniman

224  
CIRCUIT COURT

19 <sup>224</sup> 1928 Docket No.

Charles Series  
Drene Series  
VS.  
Main West Real Estate  
Company -  
Carl W Embroed and  
Julius A Embroed -

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

Q 15694  
No. (14)

Fd. 18<sup>th</sup> June 1928  
H

June 27/1928  
Molloy, Brady and Yost  
adversely advised.

Copy of the within Petition and Order Court served on  
Maloy, Brady and Yost and W. B. Mylander, Solicitors  
on the 22nd day of June, 1928, in the presence  
of Laurence A. Toward John S. Foster  
Dec 1/30  
leaf

Charles Serio

Drene Serio

VS.

Northwest Real Estate Company

Carl W. Emrod and Julia  
A. Emrod -

IN THE  
Circuit Court  
OF  
BALTIMORE CITY

To the Honorable the Judge of the

Circuit Court of Baltimore City:

Carl W. Emrod and Julia A. Emrod two of the Defendants  
~~The plaintiff~~ in this case respectfully shows unto your Honor:

THAT he desires to examine orally, in open Court and in the presence of your Honor, certain witnesses who can testify to the facts and matters relevant to the allegations in the Bill of Complaint filed in this case.

Your petitioner therefor prays your Honor to pass an order, according to the Statutes for such case made and provided.

And as in duty bound will ever pray.

Wendell and Bennett -

Solicitor for Plaintiff.

Upon the foregoing Petition and Application it is this 18<sup>th</sup> day of June

A. D., 19 28, Ordered that the petitioner have leave to take testimony as prayed and that the testimony to be offered be taken as required by the 30th Rule of this Court. And it is further Ordered

that a copy of this petition and order be served on the other parties or their Solicitor, on or before the 28<sup>th</sup> day of June 19 28

Wendell Bennett

I in the County Court  
Baltimore City  
Charles Servo et al.

Northwest Real Estate Company  
Carl W. Embard  
and Julia A. Embard

Agreed Statement of Facts in  
Pending Case between Complainants  
and Embard and wife, less of the respondents.

Mr. Clerk:  
Please file etc

Harley Burdy and Gosh  
Sols for Complainants  
J. Arthur G. Gummerson  
Sols for Carl W. Embard  
and wife

at 5694  
(15)

Filed June 1958

BOND

AGREED STATEMENT OF FACTS.

Carl W. Einbrod and Julia A. Einbrod, his wife, bought from the Northwest Real Estate Company the lot referred to in the bill of complaint; that said lot has been paid for in full and the mortgage on the same now released; and on said lot Carl W. Einbrod and wife built a house in every way in accord with the Ashburton development; that Carl W. Einbrod and wife entered into the contract of sale filed as an exhibit, with Charles Serio and wife; that Carl W. Einbrod/<sup>and wife are</sup> ready and willing to convey, and Charles Serio and wife are ready, willing and able to pay for and accept title to said property; that the deed from the Northwest Real Estate Company contains the restrictions referred to and the contract between Einbrod and wife and Serio and wife contains the clause referred to in the bill; that the Northwest Real Estate Company did on June 16, 1928 enter an appeal from the order of the Circuit Court of Baltimore City dated June 12, 1928, but has not filed a bond nor done anything else or other than file an order of appeal.

*Maloy, Barry and York  
 William M. Maloy  
 solicitors for Charles Serio and Doree Serio this info  
 J. Ashburn Pennington  
 attorney for Carl W. Einbrod  
 and Julia A. Einbrod.*

AIRDALE  
BOND

IN THE  
CIRCUIT COURT OF  
BALTIMORE CITY

Docket 68A - Folio 224

CHARLES SERIO and  
IRENE SERIO, his wife  
Plaintiff

vs.

NORTHWEST REAL ESTATE  
COMPANY, a body corporate,  
CARL W. EINBROD and  
JULIA A. EINBROD, his wife,  
Defendants.

-: D E C R E E :-

Mr. Clerk:-

Please file, etc.

215694  
216

MALOY, BRADY AND YOST,  
ATTORNEYS AT LAW,

100 E. BALTIMORE

*M. G. June 1958*



CHARLES SERIO and  
IRENE SERIO, his wife  
Plaintiff

VS.

NORTHWEST REAL ESTATE  
COMPANY, a body corporate,  
CARL W. EINBROD and  
JULIA A. EINBROD, his wife,  
Defendants.

:

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:

:

IN THE

CIRCUIT COURT OF

BALTIMORE CITY

Docket 68A  
Folio 224

-o-:-o-

This cause being at issue between Charles Serio and Irene Serio, his wife, Complainants, and Carl W. Einbrod and Julia A. Einbrod, his wife, two of the Defendants, and having been set down for hearing on the motion of Carl W. Einbrod and Julia A. Einbrod, his wife, two of the Defendants, the other Defendant in said proceeding, the Northwest Real Estate Company, a body corporate having filed an answer to said bill but in said answer having embodied a demurrer to which answer the Complainants having filed a demurrer and after a hearing on the demurrer embodied in the answer of the Northwest Real Estate Company and of the demurrer to the answer of the Northwest Real Estate Company having been given, an order was passed by this Court on the 12th day of June, 1928, overruling the demurrer embodied in the answer of the Northwest Real Estate Company with leave to file an amended answer within five days, and sustaining the demurrer to the answer of the Northwest Real Estate Company; and the Northwest Real Estate Company having entered an appeal to the Court of Appeals from the said order of this Court of June 12, 1928; and Carl W. Einbrod and Julia A. Einbrod, his wife, having by motion filed on 18th day of June, 1928, had set the cause for hearing as between the said Charles Serio and Irene Serio, his wife, and the said Carl W. Einbrod and Julia A. Einbrod, his wife, and it further appearing that the Northwest Real Estate Company has entered an appeal but has not filed an appeal bond, and that said cause is at issue between Charles Serio and Irene Serio, his wife,

FD  
Complainants, and Carl W. Einbrod and Julia A. Einbrod, his wife, <sup>or Bill and Anne, and agreed statement of facts</sup> two of the Defendants; and said cause coming on to be heard, and the counsel for the said Charles Serio and Irene Serio, his wife, Complainants, and Carl W. Einbrod and Julia A. Einbrod, his wife, two of the Defendants, appearing and submitting the cause on an agreed statement of facts filed in the cause, and the counsel for the said Charles Serio and Irene Serio, his wife, Complainants, and the counsel for Carl W. Einbrod and Julia A. Einbrod, his wife, two of the Defendants, having been heard, and the proceedings having been read and considered:

It is thereupon this 26 day of June, 1928 by the Circuit Court of Baltimore City, adjudged, ordered and decreed, that section seven (7) of the habendum in the deed from the Northwest Real Estate Company to Carl W. Einbrod and Julia A. Einbrod, his wife, which deed is dated August 19, 1927 and is recorded among the Land Records of Baltimore City in Liber S. C. L. No. 4778, folio 460, which section 7 reads as follows:

"7. And for the purpose of maintaining the property hereby conveyed and the surrounding property as a desirable high class residential section it is hereby agreed by and between the parties hereto for themselves their successors, heirs, executors, administrators and assigns, that until January 1, 1932 no owner of the land hereby conveyed shall have the right to sell or rent the same without the written consent of the grantor herein which shall have the right to pass upon the character, desirability and other qualifications of the proposed purchaser or occupant of the property until January 1, 1932 and the said grantor further agrees that all deeds or leases hereafter made by it of the remaining unimproved lots on the plat of Ashburton Section 6 heretofore referred to shall contain the same covenants as to the sale or renting such property. Nothing herein, however, shall be construed to prevent the owner from mortgaging said property,"

is an unreasonable and unlawful restraint on alienation, is repugnant to and inconsistent with the fee-simple estate granted for a valuable consideration, and is null, void and invalid; and it is further adjudged, ordered and decreed that Charles Serio and Irene Serio, his wife, forthwith pay or bring into this Court to be paid unto Carl W. Einbrod and Julia A. Einbrod, his wife, the sum of Ten Thousand

(\$10,000) Dollars, the same being the balance of the purchase money due for the land and premises in the proceedings mentioned, together with interest thereon from June 1, 1928, until so paid or brought in, and with the costs herein of Carl W. Einbrod and Julia A. Einbrod, his wife, said costs to be taxed by the Clerk of this Court, and further that upon payment of the aforesaid sum of money with interest and costs as aforesaid or the bringing of the same into this Court, the said Carl W. Einbrod and Julia A. Einbrod, his wife, by a good and sufficient deed, to be executed and acknowledged agreeable to law, shall convey unto the said Charles Serio and Irene Serio, his wife, and their heirs and assigns, the land and premises in the proceedings mentioned and described as purchased by the said Charles Serio and Irene Serio, his wife from the said Carl W. Einbrod and Julia A. Einbrod, his wife (and as sold by the said Carl W. Einbrod and Julia A. Einbrod, his wife) his wife to the said Charles Serio and Irene Serio, his wife, said deed to convey all the right title, interest and estate of the said Carl W. Einbrod and Julia A. Einbrod, his wife, in and to said land and premises; and said deed to contain all the provisions in the habendum of the deed dated August 19, 1927, recorded among the Land Records of Baltimore City in Liber S.C.L. No. 4778, folio 460 from the Northwest Real Estate Company to the said Carl W. Einbrod and Julia A. Einbrod, except said section seven (7) in the habendum to said deed hereinbefore set out in full and which said section 7 is by this decree held null, void and invalid.

Eugene O. Duane

IN THE  
CIRCUIT COURT  
OF BALTIMORE CITY

*1958*

CHARLES SERIO and  
IRENE SERIO, his wife  
Complainants

VS.

NORTHWEST REAL ESTATE  
COMPANY, a body corporate  
CARL W. EINEROD and  
JULIA A. EINBROD, his wife,  
Defendants.

APPEAL

Mr. Clerk:-

*2/5694*

Please file, etc.

*Maloy, Brady and Yost  
Attys. for Complainants*

MALOY, BRADY AND YOST,

ATTORNEYS AT LAW,

FIDELITY BLDG. BALTIMORE

*Maloy, Brady and Yost*  
*June 1958*

CHARLES SERIO and  
IRENE SERIO, his wife  
Complainants

IN THE

VS.

CIRCUIT COURT

NORTHWEST REAL ESTATE  
COMPANY, a body corporate

OF BALTIMORE CITY

CARL W. EINBROD and  
JULIA A EINBROD, his wife,

Defendants.

-0--0-

MR. CLERK:-

Please enter an appeal to the Court of Appeals,  
by Charles Serio and Irene Serio, his wife, from the decree passed  
on June 26, 1928 by the Circuit Court of Baltimore City in the  
above entitled case.

*Mason, Bondy and York*  
Solicitors for Charles Serio  
and Irene Serio, his wife

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 27<sup>th</sup> day of June, 1928,  
before me, the subscriber, a Notary Public of the State of Maryland,  
in and for Baltimore City personally appeared CHARLES SERIO, one of  
the Complainant-appellants in this cause, and made oath in due form  
of law for himself, and for Irene Serio, his wife, the other  
Complainant-appellant herein that the appeal taken by himself,  
Charles Serio and by his wife, Irene Serio, is not taken by either  
or both of them, for delay; and he further affirms that he is the  
agent of Irene Serio, the other Complainant-appellant herein, and  
as such agent authorized to make this affidavit for her, on her  
behalf and in her name.

AS WITNESS my hand and Notarial Seal.

*James B. Becker*  
Notary Public.

IN THE  
CIRCUIT COURT OF  
BALTIMORE CITY

*1958*

CHARLES SERIO, and  
IRENE SERIO, his wife,  
Complainants

VS

NORTH WEST REAL ESTATE CO.,  
a body corporate,  
et al  
Defendants

ORDER FOR APPEAL

Mr. Clerk, -

*215694*

Please file, &c.,

*Wm. C. ...*

*Nathan P. ...*

Solicitors for The Northwest  
Real Estate Company, a body  
corporate, Defendant.

FILED

*7<sup>th</sup> July 1958*

CHARLES SERIO, and  
IRENE SERIO, his wife,  
Complainants

IN THE

VS

CIRCUIT COURT ~~NO.~~ ~~2~~ OF

BALTIMORE CITY

NORTHWEST REAL ESTATE COMPANY,  
a body corporate,  
CARL W. EINBROD, and  
JULIA A. EINBROD, his wife,

Defendants

ORDER FOR APPEAL

Mr. Clerk:-

Please enter an Appeal to The Court of Appeals of Maryland, on behalf of The Northwest Real Estate Company, a body corporate, one of the above named defendants, from the Decree of this Court, passed in the above entitled cause, on or about the 26th day of June, 1928.

Wm. C. Highland

Stella P. P. P.

Solicitors for The Northwest  
Real Estate Company, a body  
corporate,

THE NORTHWEST REAL ESTATE COMPANY,

BY Geor Wms  
its President

STATE OF MARYLAND,

to-wit:-

CITY OF BALTIMORE,

I hereby certify that on this 6<sup>th</sup> day of July, 1928, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared George R. Morris, the President of The Northwest Real Estate Company, a body corporate, and on behalf of said body corporate, made oath in due form of Law, that the filing of the foregoing Order for Appeal, is not intended for the purpose of delay; and he further made oath in due form of Law, that he is the President and Agent of said The Northwest Real Estate Company, a body corporate, and that he ~~is~~ is duly authorized to make this affidavit on behalf of said corporation.

As Witness my hand and Notarial Seal.

Glara A. McKay  
Notary Public.



GRAYBESDALE BOND

MADE IN U.S.A.



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Charles C. ...  
Hae

North ...  
Hae

PH 145

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A. H. Mach 1959

# COURT OF APPEALS OF MARYLAND

Nos. 49, 50 and 51 Oct. Term 1928

The Northwest Real Estate Company, a body corporate.

vs.

Charles Serio et al

Three appeals in one Record, from Circuit Court of Baltimore City.  
 Filed July 21st, 1928.  
 October 3rd, 1928, Motion to dismiss appeal filed.  
 January 15th, 1929, Order and decree affirmed, with costs to the appellees in the first and third appeals.  
 Opinion filed. Op. - Urner, J.  
 To be reported.  
 February 12th, 1929, Motion for reargument filed.  
 February 27th, 1929, Motion for reargument overruled.  
 March 1st, 1929, decree filed

Costs in No. 49

Appellant's Cost in the Court of Appeals of Maryland,

Record . . . . .	\$	54.00	
Brief . . . . .	\$	70.00	
Appearance Fee . . . . .	\$	10.00	
Clerk's Costs . . . . .	\$	<u>1.30</u>	\$135.30

Appellee's Cost in the Court of Appeals of Maryland,

Brief . . ( 2 ) . . . . .	\$	110.00	
Appearance Fee . . . . .	\$	10.00	
Clerk's Costs . . . . .	\$	<u>1.95</u>	<u>\$121.95</u> \$257.25

STATE OF MARYLAND, Sct:

I, James A. Young, Clerk of the Court of Appeals of Maryland, do hereby certify that the foregoing is truly taken from the record and proceedings of the said Court of Appeals.

*In testimony whereof, I have hereunto set my hand as Clerk and affixed the seal of*

*the Court of Appeals, this                      thirteenth*

*day of      March                      A. D., 1929*

*James A. Young*                      Clerk  
*of the Court of Appeals of Maryland.*



# COURT OF APPEALS OF MARYLAND

No. 50 October Term 1928

Charles Serio and Irene Serio,  
his wife.

vs.

Northwest Real Estate Company  
et al.

Three appeals in one Record, as in No. 49  
Decree same as in No. 49

## Costs in No. 50

Appellant's Cost in the Court of Appeals of Maryland,

Record . . . . .	\$		
Brief . . . . .	\$		
Appearance Fee . . . . .	\$	10.00	
Clerk's Costs . . . . .	\$	<u>1.30</u>	\$11.30

Appellee's Cost in the Court of Appeals of Maryland,

Brief . . . . .	\$		
Appearance Fee . . . . .	\$	10.00	
Clerk's Costs . . . . .	\$	<u>1.90</u>	<u>\$11.90</u>
			\$23.20


STATE OF MARYLAND, Sct:

I, James A. Young, Clerk of the Court of Appeals of Maryland, do hereby certify that the foregoing is truly taken from the record and proceedings of the said Court of Appeals.

In testimony whereof, I have hereunto set my hand as Clerk and affixed the seal of

the Court of Appeals, this **thirteenth**

day of **March** A. D., 192 **9**

  
*James A. Young* Clerk  
of the Court of Appeals of Maryland.

# COURT OF APPEALS OF MARYLAND

No. 51 October Term 1928

Northwest Real Estate Company

vs.

Charles Serio et al

Three appeals in one Record, as in No. 49

Decree same as in No. 49

Appellant's Cost in the Court of Appeals of Maryland,

Record . . . . . \$

Brief . . . . . \$

Appearance Fee . . . \$ 10.00

Clerk's Costs . . . \$ 1.30 \$11.30

Appellee's Cost in the Court of Appeals of Maryland,

Brief . . . . . \$

Appearance Fee . . . \$ 10.00

Clerk's Costs . . . \$ 1.90 \$11.90 \$23.20

STATE OF MARYLAND, Sct:

I, James A. Young, Clerk of the Court of Appeals of Maryland, do hereby certify that the foregoing is truly taken from the record and proceedings of the said Court of Appeals.

In testimony whereof, I have hereunto set my hand as Clerk and affixed the seal of

the Court of Appeals, this **thirteenth**

day of **March** A. D., 1929

*James A. Young* Clerk  
of the Court of Appeals of Maryland.

The Northwest Real Estate Company . IN THE COURT OF APPEALS  
vs. .  
Charles Serio et al . OF

Charles Serio and Irene Serio his wife MARYLAND  
vs. .  
Northwest Real Estate Company et al.

Northwest Real Estate Company . October Term, 1928.  
vs. .  
Charles Serio et al. . Nos. 49, 50, 51

THE APPEALS in the above cases standing ready for hearing were argued by couns<sup>e</sup>l for the respective parties, and the proceedings have since been considered by the Court.

It is thereupon this 26th day of February, 1929, by the Court of Appeals of Maryland, and by the authority thereof, adjudged and ordered that the order dated June 12th, 1928, and decree dated June 26th, 1928, of the Circuit Court of Baltimore City, be and the same are affirmed, with costs to the appellees in the first and third appeals.

. Carroll T. Bond

. Jno. R. Pattison

. Hammond Urner

. Wm. H. Adkins

T. Scott Offutt

W. Mitchell Digges

F. Neal Parke

Filed March 1st, 1929