

Record and testimony of the proceedings  
before the Real Estate Commission

Allendale-Lyndhurst Improvement Association

vs

Manning-Shaw Realty Co.

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9-043580

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BALTIMORE CITY COURT OFFICE

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ALLENDALE-LYNDHURST IMPROVE- : BEFORE THE REAL ESTATE  
MENT ASSOCIATION :  
Complainant : COMMISSION OF MARYLAND  
vs. : Baltimore, Maryland  
MANUEL M. BERNSTEIN : February 25, 1959  
and : At 10 A.M.  
WARREN S. SHAW, t/a MANNING- :  
SHAW REALTY COMPANY :  
Respondents. :

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BEFORE EDWARD J. DYAS, CHAIRMAN.

MAC GARDINER, COMMISSIONER - RALPH P. RIPLEY, COMMISSIONER.

APPEARANCES:

Stedman Prescott, Deputy Attorney General  
Melvin J. Sykes, Esquire,  
Herbert J. Arnold, Esquire,  
On behalf of Complainant.  
J. Calvin Carney, Esquire,  
On behalf of Respondents.

Reported by -  
R. F. Philbrick.

1 MR. SYKES: Very well, sir, I would like to  
2 take up next the listing agreement case. This is the  
3 Allendale-Lyndhurst case.

4 MR. CARNEY: If your Honor please, I told you  
5 yesterday that the Commission had assigned these cases  
6 in order. I asked to try the first case assigned by  
7 this Commission yesterday, and because of this lady be-  
8 ing around here, you permitted them to put on the second  
9 case rather than the first case. I have witnesses down  
10 here in what should have been the first case yesterday,  
11 which I thought would be the second case today. I re-  
12 spectfully ask that we revert to the order in which  
13 the Commission has assigned these cases for hearing,  
14 so that I may have the advantage of my witnesses. This  
15 case should be the McDonough case, in which Mr. Sykes  
16 is counsel.

17 MR. SYKES: I have this to say about that:  
18 the McDonough case was to have been proved through  
19 Ross Black as the chief witness. The Hawes were the  
20 owners in this case and had heart conditions and were  
21 unable to appear, and I discussed the case fully with

1 Mr. Black and had gone over the matter with him. Mr.  
2 Black, I understand, died over the week-end. He had  
3 been summoned, and I went down to Mr. Black's office  
4 to see Mr. Morton Rome, his associate. Mr. Rome told  
5 me he did not want to go into the files in that case  
6 or into any of Mr. Black's files until Mr. Black's wife  
7 had had an opportunity to come down. I might be able  
8 to prove the case through the files themselves, through  
9 documentary evidence, the correspondence, and so on, that  
10 Mr. Black was to have testified to, but at this time  
11 I am unable to prove, --

12 MR. PRESCOTT: How can you prove with evidence  
13 without somebody testifying?

14 MR. SYKES: I can prove it was his file and  
15 that is the best I can do.

16 MR. CARNEY: The reading of the complaint in  
17 that case would show it is absolutely devoid of any  
18 merit at all. This idea of Black testifying for the  
19 other side is nonsense. I talked to Black on at least  
20 half a dozen occasions.

21 MR. SYKES: Black's dead and if I can't have

1 his evidence, neither can you. I could tell you what he  
2 told me.

3 MR. CARNEY: And Black would not have been  
4 a witness for them; he'd have been a witness for us.  
5 The transaction of which they complain, there is no  
6 basis for it at all, and, as a matter of fact, after  
7 some delay due to things beyond our control, the Veterans  
8 Administration finally approved the loan and/is ready  
9 to go through in a couple of days. So that I do not see  
10 any occasion for letting this hang fire. It seems to me  
11 the clients, on whose behalf -- now, this action wasn't  
12 filed on behalf of Black. It was filed by Mr. Sykes or  
13 somebody associated with him. I think they should be  
14 required to go to trial today. My witnesses are here,  
15 and I can't keep them here day after day without end.

16 THE CHAIRMAN: That is --

17 MR. CARNEY: McDonough case.

18 THE CHAIRMAN: Complaint of James R. McDonough,  
19 Jr. and his wife, Emily E. McDonough. And as to you,  
20 Mr. Sykes, the witnesses for the complainant, are not  
21 here and can't get here; is that it?

1 MR. SYKES: I don't know whether we can call  
2 back Mr. Black. He is dead. He conducted the negotiations  
3 with Manning-Shaw, which proved that the property was  
4 not sold.

5 THE CHAIRMAN: You mean without him?

6 MR. SYKES: I can't go ahead without him, un-  
7 less -- the clients have no personal knowledge, of  
8 course. The only thing that I can do is wait until I  
9 can get to his file and check it over, and if he kept  
10 records of what he told me, I would offer them.

11 THE CHAIRMAN: You don't know that he did;  
12 is that it?

13 MR. SYKES: He has a full file; I think he  
14 did.

15 MR. PRESCOTT: Unless you have got someone  
16 who can identify the items and tell what the source is--

17 MR. CARNEY: I ask the Commission to read  
18 this complaint which was sworn to by McDonough. There  
19 is not a vestige of merit in this thing. It is like all  
20 these charges. They are figments of the imagination,  
21 and I ask that they be required to go ahead and to go

1 to trial now. It is not fair to my client.

2 THE CHAIRMAN: Are you prepared?

3 I am  
4 MR. SYKES: Obviously/not prepared to try the  
5 case.

6 THE CHAIRMAN: I think the only thing we can  
7 do is dismiss this case and go to the next one.

8 MR. SYKES: All right.

9 MR. CARNEY: I think it ought to be dismissed  
10 with prejudice. I don't think they should have an op-  
11 portunity to bring it up next week or next year.

12 MR. SYKES: I can state for the record that  
13 we can't. I can assure the Commission, if it is dis-  
14 missed it won't be brought again, because we have the  
15 problem with the death.

16 MR. CARNEY: I don't like that way of handling  
17 things. It seems you are temporizing with the Commission.  
18 You are bringing these charges, and then when you are  
19 confronted with the necessity of proving them, you walk  
20 out. I don't think you ought to be permitted.

21 MR. SYKES: Now, just a minute. I have taken  
Mr. Carney's bluster for long enough. I think that the

1           remark is completely uncalled for and should be stricken  
2           from the record. I certainly am not responsible for  
3           Mr. Black's death. I wanted to try this case, the first  
4           case, last time, and Mr. Black was right here in this  
5           room, as the Commission will remember, and Mr. Carney  
6           objected, and his objection prevailed, and I think that  
7           personal remarks, concerning counsel are definitely un-  
8           called for.

9                           COMMISSIONER GARDINER: Mr. Sykes, I think it  
10           is well taken, and Mr. Carney, please let's try to stay  
11           away from --

12                          MR. CARNEY: Mr. Commissioner, I will with-  
13           draw the remarks.

14                          COMMISSIONER GARDINER: Thank you, sir.

15                          THE CHAIRMAN: They will be stricken from the  
16           record.

17                          COMMISSIONER RIPLEY: I think the remarks  
18           should be withdrawn with an apology. We had a situation  
19           like that yesterday where the other side very quickly  
20           apologized, and I think it should be mutual.

21                          MR. CARNEY: I apologize.



1 MR. SYKES: I will take up the listing agree-  
2 ment case at this point.

3 MR. CARNEY: Before we take up this case, I'd  
4 like to call to the attention of the Commission the fact  
5 that this listing case, so-called, is filed in the name  
6 of Allendale-Ashburton Improvement Association -- Allen-  
7 dale-Lynhurst Improvement Association -- and I want to  
8 call the attention of the Commission to the fact that  
9 the courts have uniformly held that such an organiza-  
10 tion has no standing in this Commission or before any  
11 court, that they have no right to complain, and I there-  
12 fore ask the complaint be dismissed.

13 MR. SYKES: Gentlemen, on that subject, I would  
14 like to point this out: the Commission is authorized by  
15 the statute to act by and on its own motion. It is told  
16 by the statute that the thing that is to be kept paramount  
17 in mind is the paramount importance of the protection of  
18 the public interests. I'll concede that we do not have --  
19 oh, I don't know whether I will concede it or not --  
20 but it is quite possible we don't have a technical in-  
21 terest in the sense we are a property owner involved in

1 this, but we are bringing to the attention of the Com-  
2 mission a clear violation of the statute, and the Com-  
3 mission has a right to act in these matters from what-  
4 ever source it derives the information. And I am sure  
5 that the Commission, in the exercise of its public du-  
6 ties when that is the evidence presented to it, will not  
7 refuse to hear the evidence, but will be diligent in the  
8 protection of the public interests and will welcome evi-  
9 dence wherever it can get it from.

10 That is the subsection 231.

11 "Accepting a listing contract to sell proper-  
12 ty unless such contract provides for a definite termina-  
13 tion date without notice from either party," --

14 MR. CARNEY: I might say to the Commission,  
15 that since the matter is being called to our attention,  
16 I didn't prepare these contracts. They were prepared  
17 by the men themselves, and they thought they had com-  
18 plied with the law, and they still think so, but after  
19 this complaint was made, I obtained a copy of the present  
20 listing of the Real Estate Board of Baltimore, and inso-  
21 far as we could, without violating -- I don't think it

1 is copyrighted -- it is amended 10/11/58. I had it pre-  
2 pared, and the office is now using this form, which is  
3 in strict compliance with the letter of the law as well  
4 as the spirit and also follows a form of the Real Es-  
5 tate Board of Baltimore.

6 MR. SYKES: I am prepared to prove that the  
7 use of the illegal form, which was illegal, was wilful.

8 MR. CARNEY: I am prepared to prove it was not  
9 a violation in letter or spirit. It was not wilful, that  
10 it didn't do anybody any damage. As a matter of fact,  
11 we released a number of people from contracts where  
12 they wished to try to sell the property themselves or  
13 through others, and we never held a listing beyond six  
14 months in any event. If there is any violation, it was  
15 absolutely unintentional, and it was without damage  
16 to anybody and it was merely an error of judgment.

17 MR. SYKES: That is a question to be proved.  
18 We claim it is not so. The statute makes it a definite  
19 ground. The statute doesn't say you have to do any more  
20 than accept the agreement, and that is a ground for  
21 revocation of the license.

1 MR. CARNEY: I know, you are still pursuing  
2 the same course of conduct. I urge very definitely that  
3 nobody made this complaint except the Improvement Associ-  
4 ation, which I hope the Attorney General will agree with  
5 me and the other side agrees with me that has no stand-  
6 ing before this Commission. Nobody was damaged or claimed  
7 to be damaged, made any complaint. Nobody.

8 MR. SYKES: The whole purpose of the statute  
9 is to give protection to the people who don't know  
10 enough or who are taken advantage of and don't realize  
11 their rights. The statute says you can't accept any such  
12 agreement, and we will prove it was wilful, and we will  
13 prove damage too.

14 THE CHAIRMAN: We will proceed with it.

15 This is a complaint of Allendale-Lyndhurst  
16 Improvement Association, 725 Mount Holly Street, Balti-  
17 more 29, Maryland, against Manuel M. Bernstein and War-  
18 ren S. Shaw, trading as Manning-Shaw Realty Company,  
19 1821 Eutaw Place, but further, on information received,  
20 the Commission is hearing evidence which it is alleged  
21 will prove the allegations that <sup>an</sup> illegal listing form was

1 used.

2 MR. SYKES: I call Mr. Bernstein.

3 THE CHAIRMAN: You were sworn.

4 MR. PRESCOTT: He was sworn.

5 MR. CARNEY: If the Commission please, I want  
6 to get to say how they are temporizing with you and us.  
7 They haven't any proof of any deliberate violation, and  
8 they are putting Mr. Bernstein on the stand as their wit-  
9 ness.

10 MR. SYKES: We are putting him on as an ad-  
11 verse witness, obviously.

12 MR. CARNEY: It seems to me that the Attorney  
13 General, I hope, will rule, and the other side practical-  
14 ly conceded that the Complainant in this case has no  
15 standing at all -- that it is true the Board has a right  
16 to initiate such charges on their own, but at best this  
17 is an unintentional petty violation which was corrected  
18 promptly upon it being called to our attention, and I  
19 think the time of the Commission is too valuable to be  
20 consumed with hearing such trifling matters.

21 COMMISSIONER GARDINER: Let's put it on this

1 basis: let me ask Mr. Sykes -- the Commission knows,  
2 on its own investigation, that the listing had no ex-  
3 piration date, which was a violation. We also know from  
4 our own investigation and our own contact with the li-  
5 censee that it was corrected. We know when it was cor-  
6 rected. We know the violation existed. We know all the  
7 circumstances. If you have anything further to add to  
8 that, we certainly want to hear it.

9 MR. SYKES: Let me state this for the record--

10 COMMISSIONER GARDINER: We don't want to just  
11 prove what we already know.

12 MR. SYKES: As long as the record will show  
13 and Mr. Carney will concede what Commissioner Gardiner  
14 has said, I am satisfied, provided you will state --  
15 that he is satisfied that will be taken as established,  
16 and I will go on from there, provided that the date of  
17 correction of the violation is put into the record also.  
18 The Commission has established it, and I will take its  
19 date. That date was after the complaint was filed.

20 COMMISSIONER GARDINER: The complaint was  
21 filed.

1 MR. SYKES: October 9th.

2 COMMISSIONER GARDINER: An inspector for the  
3 Commission, acting for the Commission, investigated and  
4 found that a form was being used without an expiration  
5 date. We notified the licensee that it was in violation,  
6 and it was promptly corrected and not used after that time.  
7 Now, those things, we know.

8 MR. SYKES: Right.

9 COMMISSIONER GARDINER: All we want, and unless  
10 you have something to add to it to show that, to prove  
11 something other than what has been accepted, what every-  
12 body agrees on, why, there is no point in going ahead.

13 MR. SYKES: Mr. Bernstein, -- has this witness  
14 been sworn?

15 MR. CARNEY: You haven't answered his question.

16 MR. SYKES: I am going to prove that the viola-  
17 tion was a wilful violation, that is to say, it was a  
18 knowing violation when the thing was used for a long part  
19 of the time.

20 COMMISSIONER GARDINER: You say you're going  
21 to prove that the Manning-Shaw Company knowingly and de-

1 liberately left out the expiration date, knowing that the  
2 law required it?

3 MR. SYKES: Yes, and required also that at any  
4 time the property or the listing agreement was to be can-  
5 celled, there had to be the absence of any negotiations  
6 pending for sale of the property. That would mean it could  
7 go beyond the six month period, and they could still hold  
8 the person if they wanted to, if the person had any ne-  
9 gotiations pending.

10 COMMISSIONER RIPLEY: Isn't that all within the  
11 definition?

12 MR. SYKES: Yes.

13 MR. RIPLEY: Without a termination date.

14 MR. SYKES: So the whole point is, the whole  
15 point of my proof at this point is -- a question of wil-  
16 fulness.

17 MR. CARNEY: That is not true, because the stan-  
18 dard form used by the Real Estate Board of Baltimore,  
19 amended down to October 11th, 1958, contains -- and this  
20 was proved by this Commission and submitted to this Com-  
21 mission I understand -- contains precisely and exactly



1 the terms that we have in our present listing contract.  
2 I invite the Commission to inspect it. That is the Real  
3 Estate Board's, and here's ours. I drew it, and I simply  
4 copied the language out of the standard listing form  
5 of the Real Estate Board. So, our form today is no dif-  
6 ferent than the Real Estate Board.

7 COMMISSIONER GARDINER: That wasn't your con-  
8 tention.

9 MR. CARNEY: Oh, yes, it was.

10 COMMISSIONER GARDINER: The original that was  
11 in violation had no set provisions in it.

12 MR. ARNOLD: Right.

13 MR. SYKES: Right.

14 COMMISSIONER GARDINER: I think this -- oh,  
15 I don't want to cut you short, except I just don't want  
16 to spend a lot of time on something that has already  
17 been proven, and the evidence -- here's the listing  
18 contract used, and that is evidence enough. We know  
19 what was in it, and what was not in it and also you've  
20 something further to add -- it is up to you. We will  
21 sit here and listen to you, but I don't know what you

1           could tell us that we don't already have in this  
2           printed evidence before us.

3                   MR. SYKES: I can add to it, if you will swear  
4           the witness.

5                   MR. BERNSTEIN: I was sworn previously.

6                   THE CHAIRMAN: Are there other witnesses?

7                   MR. SYKES: Yes.

8                   THE CHAIRMAN: Are they here?

9                   MR. SYKES: I want to call Mr. Shaw and Mrs.  
10          Heller.

11                   THE CHAIRMAN: What were the names?

12                   MR. SYKES: Mr. Shaw, Mr. Bernstein, and Mrs.  
13          Heller.

14                   THE CHAIRMAN: All right, all please stand  
15          and raise your right hands.

16                   -----

17                   MANUEL M. BERNSTEIN, called as a witness,  
18          having been previously duly sworn according to law,  
19          testified as follows:

20                   Examination by Mr. Sykes:

21                   Q    Mr. Bernstein, back in 1956, in April or May,

1           there was a complaint made to the Real Estate Commis-  
2           sion about your listing contract; is that correct?

3           A       (The witness nodded his head indicating yes.)

4           MR. CARNEY: Objection. We are trying this  
5           complaint.

6           MR. SYKES: Does the Executive Secretary of  
7           the Commission have a copy of the complaint records?  
8           It was here last time.

9           COMMISSIONER GARDINER: We have one right here,  
10          don't we?

11          MR. SYKES: I don't mean this. I mean the pre-  
12          vious file.

13          COMMISSIONER GARDINER: I am sure that we do.  
14          I don't know. He just doesn't happen to be outside at  
15          the moment. Do you need the file?

16          MR. SYKES: Yes, I'd like to have it, because  
17          I want to show him it.

18          COMMISSIONER GARDINER: Ask Mrs. McGonigale,  
19          please.

20          Q       Now, this was a complaint that was --

21          MR. CARNEY: Now, we object.

1 MR. SYKES: Now, just a minute.

2 MR. CARNEY: I object to any interrogation  
3 of the witness.

4 MR. PRESCOTT: Let him ask his question be-  
5 fore you make your objection.

6 Q And then there was a copy of the listing.

7 A Wait a minute.

8 Q And then this was a copy of the listing?

9 A Can I read that?

10 Q That is not a part of that complaint. I am  
11 not going to let you rummage through the whole file.

12 MR. CARNEY: Now, wait a minute.

13 MR. SYKES: That's the only thing relevant  
14 to it.

15 MR. CARNEY: You're not the only ones that  
16 have the right --

17 MR. PRESCOTT: Just a minute, gentlemen.

18 THE WITNESS: The reason I mentioned it, it  
19 is a complaint against Mrs. Heller, and that is what it  
20 was about, so I'd just like you to know it originated  
21 from Mrs. Heller.

1           Q     That is right. And the complaint attached  
2 a copy of the listing agreement?

3           A     Which was the listing agreement used by Mrs.  
4 Heller?

5           Q     Which had your name on it.

6           A     She was turning her name in on these.

7           Q     Right, and you, at any rate, the complaint  
8 was made against you and you were called down by Mr.  
9 Nicholson to discuss the matter with you.

10          A     Mr. Nicholson informed me that on this list-  
11 ing contract --

12          Q     Didn't Mr. Nicholson call you down to the  
13 office?

14          A     Yes, on complaint of Mrs. Heller.

15          Q     On complaint of Mrs. Heller?

16          A     Yes, from this letter about Mrs. Heller. Did  
17 you read that? That is why I came down.

18          Q     That is a different letter, entirely. I am  
19 asking you about this complaint.

20                   MR. PRESCOTT: Let him answer the question,  
21 will you?

1 THE WITNESS: Am I permitted to talk? Mr.  
2 Nicholson told me to come down and see him, because  
3 on this particular listing contract there was a word  
4 Real Estate Board of Baltimore, and he told me at that  
5 time that we could not use that, because we were not a  
6 member of the Real Estate Board, and frankly speaking,  
7 I was unaware of the fact -- just thought that was  
8 permissible at that time. Immediately we changed our  
9 contracts. We deleted that completely, and never since  
10 that time has it ever appeared. That was the purpose  
11 of his --

12 Q Didn't Mr. Nicholson go over with you?

13 A Mr. Nicholson looked at our contract and he  
14 approved it. We had a contract that we bought from  
15 Lucas Brothers. He looked at it and said, as long as  
16 you don't use the words Real Estate Board of Baltimore,  
17 you can use it.

18 Q That contract, you say, was the same contract  
19 that was involved in this complaint, and Mr. Nicholson  
20 approved it?

21 A Pardon, what's that?

1           Q     That listing agreement that he saw of yours,  
2           you say, was a contract that was appended as an ex-  
3           hibit to the complaint?

4           A     No, because since that date there was an-  
5           other change, where you had to delete, giving them no-  
6           tice in writing, and all we did, we took our first  
7           contract that was approved and we just took out the  
8           thirty day notice in writing, and we thought that that  
9           was absolutely right, that we were in the clear.

10          Q     Let's get this straight. You came down and  
11          you saw Mr. Nicholson on this complaint?

12          A     He saw our contract.

13          Q     He saw your listing contract?

14          A     He said, take out Real Estate Board of Bal-  
15          timore because you are not a member.

16          Q     He said your real estate contract is all  
17          right other than that?

18          A     Yes.

19          Q     This was in May or after May of 1956?

20          A     At the time that I saw him, he looked at our  
21          contract.

1 Q Yes, then --

2 A And he said -- this contract, of course, we  
3 weren't using that. That was Mrs. Heller's own contract.  
4 She was a broker. Actually, this isn't even ours, be-  
5 cause she was her own broker. She was merely assigning  
6 listings to us.

7 Q He looked at your contract and --

8 A He looked at our contract.

9 Q That is right.

10 A And he said, in the future, never use the  
11 words Real Estate Board of Baltimore. He said, you are  
12 not supposed to use it. I didn't know that.

13 Q Other than that, the contract you were using  
14 was all right, he said?

15 A He said, from that point on, don't use the  
16 words Real Estate Board of Baltimore, and he saw my  
17 contract. I assume that he gave permission for the rest  
18 of it.

19 Q And this was -- all right.

20 A That is the date.

21 Q That was in response to this complaint of



1 Mr. Younger. Now, did you read the Real Estate Commis-  
2 sion law -- the Real Estate license law -- on the re-  
3 quirements of licensees -- the requirements of listing  
4 agreements?

5 A I, frankly -- we didn't use that, that was  
6 Mrs. Heller's contract. That wasn't ours. We had never  
7 used that contract. Mrs. Heller turned those things  
8 over to us and put our name down and -- as you can see  
9 it. Here's her signature right here.

10 COMMISSIONER RIPLEY: That's not an answer  
11 to his question.

12 Q I would like to know whether you ever read  
13 the Real Estate law on the requirements of listing agree-  
14 ments?

15 A I think I have, yes.

16 Q How many times have you read it?

17 A I can't say exactly how many times. I think  
18 I have read it as many times as the average broker would  
19 read it.

20 Q Which is how often? You refer to it quite  
21 constantly to make sure you're not making any --

1 A As much as I think I have to, yes.

2 Q Now, you move about 350 to 400 houses a year?

3 A Well, I wouldn't swear to exactly that figure.

4 Q But a very substantial amount of houses?

5 A Yes.

6 Q You had a great deal of experience. Now,  
7 are you telling the Commission that you were unfamiliar  
8 with the provisions of the law?

9 A I merely stated, Mr. Sykes, that we did admit  
10 to a mistake, that we admitted to a mistake, but that  
11 we were informed by Mr. Nicholson that the words, Real  
12 Estate Board, should not be used, and I agreed with him,  
13 and I said that it wouldn't be used.

14 Q So, you took Real Estate Board out of your  
15 contract?

16 A We took it out from that date on, wherever  
17 we could, and, of course, it might have been that cer-  
18 tain contracts were predated.

19 Q But except for that -- let me have the original  
20 complaint with the listing form. I have a photostatic  
21 copy, or Thermofax copy of this listing agreement which

1 is the one which was filed with the Bill of Complaint.  
2 How long did you use that listing agreement?

3 A This is the latest one prior to the ones we  
4 changed, is that correct?

5 Q Yes, that was the one you used.

6 A We used this from the time the regulation  
7 came out about deleting the notice in writing, that is  
8 when we made these up, when the notice came out that you  
9 had to strike out the thirty day notice in writing, that  
10 is the time that we reprinted these cards and we thought  
11 honestly that we were in the clear and that was right.

12 Q Well, this agreement reserves the right of the  
13 owner to withdraw the property from said agent at any  
14 time after six months. But it is understood that this  
15 agreement is not revokable while any negotiations are  
16 pending for sale or exchange of the property. This is  
17 the one you have since changed?

18 A Yes, we have changed that.

19 Q How long did you use this agreement?

20 A I'd say from the time that that regulation  
21 came out, I presume it was around that date where the

1 notice had to be deleted, that is the time that we used  
2 this.

3 Q And you discussed that particular form of  
4 agreement with Mr. Nicholson?

5 A I didn't say that. We discussed the first  
6 one we used which was put out by Lucas Brothers. I can  
7 bring copies to you, we have several copies, I think.

8 Q How long did you use this agreement that you  
9 have in your hand that we are discussing?

10 A To my recollection, it was used at the time  
11 we made that change.

12 Q Give me dates.

13 A I don't know the dates of it, whenever the  
14 regulation came out. I think it was somewhere around  
15 June.

16 Q June of 1955?

17 A The year before last, I think.

18 Q The last change was in June of 1955, so that  
19 you knew that a regulation had come out which required  
20 a definite termination date.

21 A The regulation that came out to my knowledge

1 merely stated that you were not -- that you did not --  
2 the people did not have to give you the thirty day  
3 notice in writing.

4 Q Did you look at the law or the regulation?

5 A I looked at the law in general, not specifical-  
6 ly on that, but everything in general.

7 Q Did you consult an attorney?

8 A I consulted Mr. Nicholson.

9 Q And Mr. Nicholson said that the agreement  
10 that you had there was all right?

11 A I didn't say that, you are trying to put words  
12 in my mouth. I said that the first contract that we had--

13 Q What is the difference between the first  
14 contract and this contract?

15 A Well, I will show it to you.

16 MR. SYKES: Let me see the first contract.

17 A The original one that was used, it was put  
18 out by Lucas Brothers. This is the one.

19 WARREN SHAW: That was the original one.

20 THE WITNESS: This is the first one.

21 WARREN SHAW: That was the first one we used.

1 THE WITNESS: Yes.

2 MR. SYKES : This is dated November, '54, and  
3 the only difference between this and the one you have  
4 in your hand which you used after the 1955 law was changed  
5 was that this says the owner reserves the right to with-  
6 draw the property from said agent at any time after six  
7 months by giving a thirty day notice in writing but it  
8 is understood that this agreement is revokable only in  
9 writing and is not revokable while any negotiations are  
10 pending for the sale or exchange of the property.

11 Q Now, what you did then after you -- after the  
12 new law came out, after your conversation with Mr.  
13 Nicholson was to strike out the words thirty days?

14 A That is right.

15 Q And you give notice at any time in writing  
16 after six months. Now, you had your conversation with  
17 Mr. Nicholson in May or June of 1956, that was a year  
18 after the law came out, and you showed him at that time  
19 your old, or your new form?

20 A When I was called down to see Mr. Nicholson,  
21 it was on a complaint by Mr. Younger that the words,

1 Real Estate Board of Baltimore, which Mrs. Heller had  
2 been using in her contract was illegal.

3 Q At that time --

4 A I saw Mr. Nicholson and he said, you are not  
5 permitted to use that insignia because you are not a  
6 member of the Real Estate Board, and I said, Well, what  
7 do you want me to do? I said, Here is my contract. He  
8 said, Well, don't ever use that word in the future in  
9 any of your listings, and he pointed/<sup>it</sup>out in Mrs. Heller's  
10 listing and I showed him mine and he said, Go ahead and  
11 use it.

12 Q The listing you showed him at that time was  
13 which, this old listing, with the thirty day clause in  
14 it?

15 A I think it was this. This was before the  
16 thirty day notice in writing, that we had been told to  
17 take that out. This was prior to that.

18 Q I have got to get my timing straight. He  
19 told you in 1956, that was about a year after the law  
20 was passed that this -- at that time you had still been  
21 using this agreement with the thirty day clause in it,

1 is that right?

2 A When I saw Mr. Nicholson the thirty day notice  
3 in writing was in there, that was permitted. They had  
4 to give you thirty days notice in writing.

5 Q Did Mr. Nicholson tell you in 1956 that that  
6 clause was permitted in the contract?

7 A He looked at my contract and he said, This is  
8 all right as long as you leave out the word, Real Estate  
9 Board of Baltimore.

10 Q So that Mr. Nicholson said in 1956 that you  
11 could put in the thirty days notice in writing clause too?

12 A I didn't say that, I said he looked at our  
13 contract.

14 Q Which contract, the one with the thirty day  
15 clause in it, that has the thirty day clause in it?

16 A That is the one he looked at.

17 Q What did he say?

18 A He said it is all right if you leave out the  
19 Real Estate Board of Baltimore or being a member of any  
20 association that you are not a member of.

21 Q So you are telling the Commission that Mr.



1 Nicholson specifically approved this form of contract.

2 COMMISSIONER GARDINER: Mr. Sykes, I object  
3 to that. I don't think Mr. Nicholson approved anything.  
4 Mr. Nicholson brought this licensee in and asked him to  
5 leave out his reference to any affiliation with the Real  
6 Estate Board of Baltimore.

7 Q Did Mr. Nicholson tell you to take the thirty  
8 day notice in writing clause out of your contract?

9 A Again I will repeat that I was called in for  
10 a specific complaint and Mr. Nicholson took me aside and  
11 said, this is the complaint. We want you not to do this  
12 in the future, because you are not a member of any associa-  
13 tion. You are not allowed to do it, and I agreed with  
14 him. I showed him this contract. He said, It is all  
15 right as long as you don't use that insignia.

16 COMMISSIONER GARDINER: That is what he said.  
17 He did not specify that it was all right to use a thirty  
18 day clause.

19 Q I understand. He looked at this and, when you  
20 say this contract, you mean it was the contract which --  
21 the contract had a thirty day clause in it and he said it

1 is all right to use this as long as you don't put in  
2 anything about the Real Estate Board, is that it?

3 A He looked at it and said, Don't use the words  
4 Real Estate Board, and he said it was all right.

5 Q Okay.

6 A If he had said anything else, I am sure we  
7 would have abided by anything he would have said at the  
8 time.

9 Q What induced you to change, to strike out the  
10 thirty day clause, was that a result of your conversation  
11 with Mr. Nicholson?

12 A That was a result of the law that was passed.  
13 My understanding was that the thirty day notice -- I had  
14 called Mr. Nicholson on several occasions about the  
15 thirty day notice and he said it should be stricken out.

16 Q And you called him when, right after the law  
17 was passed?

18 A I think so, right after the law was passed. I  
19 conversed with Mr. Nicholson on many occasions. Whenever  
20 there is a problem concerning any ethics or anything of  
21 that sort, I called Mr. Nicholson.

1           Q     This conversation on the Younger complaint was  
2 a year after the law had been passed, you say our contract  
3 still had the thirty day clause in it and Mr. Nicholson  
4 made no specific objection.

5           COMMISSIONER GARDINER: I refuse to allow you  
6 to say it any more.

7           MR. SYKES: As long as it is clear.

8           COMMISSIONER GARDINER: It is very clear and  
9 let's don't hear any more about it.

10          MR. SYKES: All right.

11          Q     Let me ask you this, you knew while you were  
12 using this contract without the definite termination date  
13 that that contract was in violation of the Real Estate  
14 Law, didn't you?

15          A     Absolutely not. Any time that anyone called,  
16 or when the six months expired, we took the listing and  
17 we returned the listing, took it off the board and the  
18 contract was at an end except when we gave permission  
19 for our agent to go back and try to relist the property,  
20 and they have instructions when listing after six months  
21 to go back and try to relist the property all over again.

1 We -- at no time did we ever assume that those people  
2 were bound more than six months, at no time.

3 Q But the owner, if the owner had to give notice  
4 in writing under the terms of this contract and you  
5 brought him a customer at the end of the six month period,  
6 he wouldn't know he was not bound, would he?

7 A Well, I think if there was any negotiations  
8 pending on the property, I think that the owner would  
9 more than, be more than willing to let us extend it.

10 Q But without any exclusions of that kind --  
11 well, I think the record is clear on that. Now, let me  
12 ask you this, isn't it true that you showed Mr. Nicholson  
13 a copy of your listing agreement in 1956, and Mr.  
14 Nicholson told you that it was illegal because it didn't  
15 provide for a definite termination date and you said,  
16 Would you change it, and didn't --

17 A No, sir, no, sir, I was in touch with Mr.  
18 Nicholson many times concerning it. In fact, when this  
19 complaint came up, I wanted to make sure I had the right  
20 listing and I sat down with him for a half hour in his  
21 office here and he went over that thing very specifically

1 with me, but it mostly concerned --

2 Q He went over it very carefully?

3 A He went over it about Mrs. Heller's listing  
4 contract. He said that was wrong and he impressed me  
5 very greatly not to use that thing and he showed me  
6 complaints on Mrs. Heller concerning that.

7 MR. SYKES: He went over your agreement. I  
8 think that is all.

9 THE WITNESS: I think I went over that.

10 MR. SYKES: I think that is all I have of  
11 this witness.

12 MR. CARNEY: No questions.

13 Examination by Mr. Carney:

14 Q Let me ask you this, is this the present  
15 listing contract?

16 A Yes, sir, it is.

17 MR. CARNEY: We would like to offer this in  
18 evidence. Mr. Sykes, will you admit this is a form  
19 used by the Real Estate Board?

20 MR. SYKES: I assume it is.

21 MR. CARNEY: We would like to offer this in

1 evidence.

2 (Listing contract above referred to was then  
3 marked Exhibit B.)

4 (Examination concluded.)

5 -----

6 MR. SYKES: Mr. Shaw.

7 -----

8 WARREN S. SHAW, called as a witness,  
9 having been duly sworn according to law, testified as  
10 follows:

11 Examination by Mr. Sykes:

12 Q When did you stop using the listing agreement  
13 with the thirty day clause in it?

14 A Well, the law was passed in 1955 and there  
15 were rumors around that the thirty day clause had to be  
16 eliminated. Now, I think when we got the Code Book and  
17 the actual knowledge of this was sometime in 1956. I  
18 think we made our change somewhere in 1956, the exact  
19 date I couldn't recall. At that time we deleted the  
20 requirement for thirty day notice in writing on all of  
21 our contracts.

1 Q You checked the Code provision?

2 A According to my interpretation of the Code,  
3 I was under the impression that the number of people  
4 selling houses had been confused by brokers because they  
5 didn't know when the listing ran out and they didn't  
6 know whether the thirty day period started before the six  
7 months or after the six months, and I was told that was  
8 the reason the law was passed.

9 Q Who told you that?

10 A By a number of brokers and various other people  
11 that I contacted, and I think we made our change in 1956  
12 after it was brought to our attention either by Mr.  
13 Nicholson or by someone, I can't recall exactly who. The  
14 change was made on somebody's instructions as I recall,  
15 and we eliminated this thirty day clause so that they  
16 could be released at any time after six months. Our  
17 opinion was that.

18 Q You checked the Code and read it and thought  
19 your new contract complied with it?

20 A Well, as best a layman can. I am not an  
21 attorney. In other words, in my opinion I was given the

1 right to have a cancellation in effect at any time at my  
2 request. I am trying to go along with that, in fact, I  
3 think we have gone along with it one hundred per cent.

4 Q As a matter of fact, you wrote a letter to the  
5 Commission that you had made a check and you were sure  
6 that you weren't using any contracts in violation of any  
7 Real Estate Code, do you remember that?

8 A We made our change. I was certain that the  
9 change we made was in strict violation -- I mean in  
10 strict compliance with the law. In other words, this  
11 thirty day notice was a thing that I thought was the  
12 important thing that had to be eliminated because we  
13 derived our contracts from a standard form that had been  
14 produced by Lucas Brothers and was in use around the City  
15 here for quite a number of years, and we have only made  
16 very, very slight changes from this old form that was in  
17 general use throughout the entire City when I got into  
18 the business. Of course, there are special forms that  
19 realtors use. Of course, we are not members --

20 Q You didn't consult an attorney on this?

21 A I generally do not consult an attorney unless



1 I have a chronic problem. In other words, I feel that  
2 as a layman, and as a real estate broker that I am  
3 equipped with experience enough to try to comply with  
4 these laws so that it effects the public on a favorably  
5 basis. In other words, I know when I get complaints from  
6 settlers, that I have to make a correct. There is no  
7 one that has to tell me this, because I can't stay in  
8 business on a favorably basis with the community unless  
9 I comply with the wishes of people.

10 Q This law says that you can't accept a listing  
11 contract to sell property unless such contract provides  
12 for a definite termination date without notice from  
13 either party, and your contract provides for written  
14 notice at the end of any time after six months, and you  
15 say that your best interpretation of the law was that  
16 your contract complied with it?

17 A Well, our listing contract does not require  
18 written notice. It never has since we made the last  
19 change sometime the early part of 1956. It requires a  
20 notice --

21 Q Yes.

1           A     -- in my interpretation, that is no notice  
2 whatsoever because at anytime, and as far as I am con-  
3 cerned, anything that says anytime, means right away.  
4 It is a six month contract. That was the meaning of it.  
5 There is no question in my mind about it. We have never  
6 had a complaint from anybody about this, from any source  
7 except from your organization.

8           MR. SYKES: All right, I think that's all I  
9 have to ask Mr. Shaw.

10           Examination by Mr. Carney:

11           Q     Mr. Shaw, whether you are mistaken or not is  
12 another thing, but you thought you were complying with  
13 the law, with the form you were last using, is that right?

14           A     Policy.

15           Q     And when it was complained about by this  
16 association in this complaint before the Commission, you  
17 presented the complaint to me and asked me to redraw the  
18 contract?

19           A     I think I assisted you, I thought I was right.

20           Q     I told you there was very serious doubt about  
21 it, but you tried to convince me you were right. I read

1 over the contract and you have been using this new one  
2 you drew ever since.

3 A For thirty-three months.

4 Q Did anyone ever complain to you before this  
5 complaint was filed with the Commission that you should  
6 correct your contracts?

7 A I can't recall any complaints whatsoever.

8 Q Now, have you ever held the listing beyond  
9 six months?

10 A After the expiration of six months we instruct  
11 our agents to relist the property. If the property is  
12 not relisted we take the property off our board.

13 Q What else have you done with regard to con-  
14 tracts within the six months period?

15 A On various occasions we have calls and also  
16 from people who have reasons to cancel, and we feel the  
17 reasons are legitimate reasons, we withdraw the house  
18 from sale and give them a release providing they do not  
19 sell the house to a customer we procured, or --

20 Q You do that as a matter of policy regardless  
21 of contract?

1           A     As a matter of policy, unless we have a reason  
2     to believe the people are tampering with one of our  
3     clients.

4           MR. CARNEY: I think that is all.

5           Examination by Mr. Sykes:

6           Q     Do you remember a man named Daniel Stein on  
7     Garrison Boulevard -- on Grantley Road, 2913 Grantley  
8     Road?

9           A     I can't remember the name. I remember the  
10    property.

11          Q     You had a case where the man wrote you the  
12    contract was terminated and you claimed never to have  
13    gotten the letter, do you remember that?

14          A     Not to my knowledge, Mr. Sykes, I can't recall,  
15    you will have to refresh my memory.

16          Q     And he held on for awhile not having heard  
17    from you and then finally got in touch with you by tele-  
18    phone and you denied having received the letter?

19          A     I think I got that file.

20          Q     You were summonsed to produce it.

21          A     What was the number?

1 Q 2913, maybe it is one that didn't get in  
2 there apparently.

3 A I will have to get that from the office, Mr.  
4 Sykes, I don't have that here. I think I can explain it  
5 to you. That is a house we sold.

6 Q No, you didn't sell that.

7 A We sold. The appraisal came back low and it  
8 was cancelled. At that time we withdrew from the situa-  
9 tion. I think the sign was left there by error.

10 Q Well, I asked whether you don't remember that,  
11 because you said you didn't get the letter, if the man  
12 was held up for quite some time before he finally made  
13 contact --

14 A That is not true.

15 Q That is not true?

16 A That is not true.

17 MR. SYKES: Do you have -- I would like to  
18 get the previous file to get that letter I referred to  
19 if I may. I would like to introduce that in evidence.

20 THE CHAIRMAN: The letter of Stein?

21 MR. SYKES: No, it is in a complaint called

1 Tyree. It is in that file.

2 MR. CARNEY: If the Commission please, I  
3 don't know what Mr. Sykes is talking about, but the  
4 Tyree case was dismissed by this Commission in 1957.

5 MR. SYKES: I am only offering it for the  
6 letter Mr. Shaw wrote.

7 MR. CARNEY: I object to any rehashing of a  
8 '57 case which the Commission has closed and dismissed  
9 or any part of it.

10 MR. SYKES: I am not rehashing it at all.  
11 I could probably find it.

12 THE CHAIRMAN: It is the letter you want?

13 MR. SYKES: Yes, it is a letter.

14 THE CHAIRMAN: From who?

15 MR. SYKES: Mr. Shaw to the Commission. I  
16 have seen those files, I could probably put my hands on  
17 it. I think I have a copy.

18 Q Do you recognize this as a copy of a letter  
19 you wrote to the Real Estate Commission on January 19,  
20 1957?

21 A I will have to read the whole thing. I can't

1 remember that.

2 Q The original is in the Commission's file  
3 somewhere.

4 A Can you tell me what this consists of?

5 Q This is your answer to a complaint involving  
6 Wilbert Tyree. I have reference to the section, regarding  
7 the contract used on the date of these transactions,  
8 please be informed that we know of the rule forbidding  
9 nonmembers of the Real Estate Board to use these contracts,  
10 however, at that time we were not aware of all of the  
11 rules of the Real Estate Code of Maryland, and as early  
12 as January, 1956 we commenced using contracts which were  
13 not in violation of any Real Estate Code. Now, those  
14 contracts were the contracts of sale?

15 A Those were the contracts of sale, that is  
16 correct.

17 Q But in going over those contracts of sale and  
18 in going over your contracts generally, you made a close  
19 study of the Real Estate Code to see what was and wasn't  
20 permitted?

21 A As careful a study as any other broker in the

1 City, I imagine.

2 Q Do you know of any other broker who used a  
3 listing, a form of listing agreement like yours?

4 MR. PRESCOTT: That is not material to this  
5 issue.

6 MR. SYKES: I think that is all.

7 MR. CARNEY: No questions.

8 (Examination concluded.)

9 -----

10 MR. SYKES: Mrs. Heller.

11 -----

12 EVELYN HELLER, called as a witness,  
13 having been duly sworn according to law, testified as  
14 follows:

15 Examination by Mr. Sykes:

16 Q Mrs. Heller, were you present at the con-  
17 ference between Mr. Nicholson and Mr. Bernstein?

18 A Yes, sir.

19 Q On the complaint of J. Thomas Younger?

20 A Yes, sir.

21 Q Will you state what happened?



1 MR. CARNEY: Objection.

2 MR. SYKES: What?

3 MR. CARNEY: What has that got to do with  
4 this complaint?

5 MR. SYKES: Well, it will show what Mr.  
6 Nicholson did tell Mr. Bernstein.

7 MR. CARNEY: Just get Mr. Nicholson.

8 COMMISSIONER GARDINER: I think that is the  
9 thing to do, get Mr. Nicholson. We will be glad to  
10 continue this case if you want to use Mr. Nicholson as  
11 a witness and have him brought in here for your convenience.

12 MR. SYKES: If he is available.

13 COMMISSIONER GARDINER: He is available.

14 MR. SYKES: I thought he had retired.

15 COMMISSIONER GARDINER: He has, he is retired,  
16 but he will certainly be very glad to come down and testi-  
17 fy in any case before the Commission.

18 MR. SYKES: I would be very glad to try to get  
19 in touch with him.

20 COMMISSIONER GARDINER: If you have anything  
21 to prove, or you want to use him as a witness, we will

1 suspend the case at the moment and notify him to be  
2 present when the case is resumed.

3 MR. SYKES: I think that is a good idea.

4 COMMISSIONER GARDINER: I think it would be  
5 a whole lot better than to ask what Mr. Nicholson said  
6 when he is perfectly --

7 MR. SYKES: Oh, I am agreeable to that.

8 COMMISSIONER GARDINER: When he is available  
9 to be questioned and to be used as a witness himself.

10 MR. SYKES: If the Commission would do that,  
11 I would request it to do so.

12 THE CHAIRMAN: All right. Do you want to ask  
13 this witness any other questions?

14 MR. SYKES: No, I simply wanted to ask her  
15 about what occurred at the time.

16 THE CHAIRMAN: Then we will have to continue  
17 this case until a later date.

18 COMMISSIONER GARDINER: Why don't we try to  
19 get him for after lunch. We will put a call in now.

20 MR. SYKES: Fine, before we adjourn, we will  
21 find out --

1 COMMISSIONER GARDINER: Are there any other  
2 witnesses? Do you have any other witnesses?

3 MR. SYKES: No.

4 (At this point there was a discussion between  
5 Counsel and the Commission relative to fixing a date for  
6 hearing the testimony of Mr. Nicholson.)

7 THE CHAIRMAN: All right, are you finished  
8 with Mrs. Heller?

9 MR. SYKES: Well, I would like her to testify  
10 to the conversation that she had, to impeach Mr. Bernstein.

11 THE CHAIRMAN: That has been objected to and  
12 the objection is sustained, isn't that correct, Mr.  
13 Prescott?

14 MR. SYKES: Not for impeachment purposes.

15 MR. CARNEY: We object for all purposes.

16 MR. SYKES: Would you take the stand, Mrs.  
17 Heller.

18 Examination by Mr. Sykes:

19 Q Now, when you went down to see --

20 MR. CARNEY: I want to note an objection to  
21 this witness' testimony because Mr. Nicholson is, or will

1 be available within a short time and then I don't think  
2 that she ought to relate any conversations that Mr.  
3 Nicholson indulged in because it would be pure hearsay.  
4 Now, I want Mr. Nicholson here to give his version of  
5 what transpired.

6 COMMISSIONER RIPLEY: How is that hearsay?  
7 She was present.

8 Q Will you state what occurred when you and Mr.  
9 Bernstein were called into Mr. Nicholson on Mr. Younger's  
10 complaint?

11 A Mr. Nicholson looked at my listing blank and  
12 complained about the wording, and he also turned to Mr.  
13 Berstein and me and asked us were we aware of the law  
14 and stated clearly that all listings are supposed to  
15 state the period of time they are taken from. He said,  
16 I don't care if it is six months, in fact, you can even  
17 take a property for a year, if you like, but you are not  
18 supposed to have any clauses in there, there is supposed  
19 to be a definite time that the listing expires, that was  
20 the purpose of the law; and Mr. Bernstein said to Mr.  
21 Nicholson that he would change the listing.

1 Q Did Mr. Nicholson look at Mr. Bernstein's  
2 listing agreement?

3 A Yes, he did.

4 Q And do you remember whether that agreement had  
5 a thirty day clause in it.

6 MR. CARNEY: Objection.

7 A Well, the only thing --

8 MR. CARNEY: I object now.

9 MR. PRESCOTT: I think that is objectionable,  
10 the agreement speaks for itself, it is in the record.

11 Q Was there any suggestion in Mr. Bernstein's  
12 presence about the question of notice?

13 MR. CARNEY: Objection. This woman is brought  
14 down here on the complaint of her violation and we were  
15 only involved incidentally to come down here and she  
16 testified against us in the other case, and it seems to  
17 me that we are trifling with this Commissions time to go  
18 through this thing again with this witness.

19 THE CHAIRMAN: You may answer.

20 THE WITNESS: Where were we?

21 Q Did Mr. Nicholson say anything to Mr. Bernstein

1 about a provision in the listing agreement requiring  
2 notice from the owner at the end of the period?

3 A Yes, he did.

4 Q What did he say?

5 A He repeated himself again that the listing  
6 was supposed to be for a period, stated period of time,  
7 it must have an expiration date, period of time, and  
8 Bernstein said that he would change it.

9 MR. SYKES: That is all.

10 THE WITNESS: He made that statement.

11 MR. SYKES: Your witness.

12 Examination by Mr. Carney:

13 Q Mrs. Heller, you testified in the case involv-  
14 ing 3800 Grantley Road, didn't you?

15 A I testified, I don't know, no, not in that  
16 case.

17 Q Didn't you testify --

18 A Was that the case, I don't remember what it  
19 was, in what particular case, yes.

20 Q And you haven't had anything to do with  
21 Manning-Shaw's office since when?

1 MR. SYKES: They were both here in '56.

2 MR. PRESCOTT: Let her testify.

3 Q How long has it been?

4 A At least two years we will say.

5 Q Over two years, and the occasion when you  
6 claim you were down here talking to Mr. Nicholson with  
7 Mr. Bernstein, that was on a complaint of a violation by  
8 you, wasn't it?

9 A Yes, but he also said that he wanted to talk  
10 to Mr. Bernstein on a couple of points and, of course,  
11 he did also criticize Mr. Bernstein for his continual  
12 buying of his own listings in his own name.

13 MR. CARNEY: I move that be stricken out as  
14 not responsive, that last answer was not responsive to  
15 the question.

16 MR. PRESCOTT: Stricken.

17 COMMISSIONER GARDINER: Stricken.

18 Q Weren't you down here for a violation of the  
19 law in your listing?

20 A Well, not exactly. He just explained that I  
21 shouldn't -- my listing blank could be changed for the

1 better, that was it.

2 Q For what?

3 A I could have a better listing blank, put it  
4 that way.

5 Q Why did he ask you to come down, what was  
6 wrong with your listing blank?

7 A The wording of it.

8 Q What wording of it?

9 A It implied that I belonged to an organization  
10 that I didn't belong to is the way he put it and that my  
11 listing blank should not imply that in the future, and,  
12 of course, I changed it.

13 Q You were down here because of your faulty  
14 listing, weren't you?

15 A Yes, that was what I came down for.

16 Q And the only reason why Bernstein was down  
17 here was that he had taken an assignment of that listing  
18 or you had entered the listing in his name, hadn't you?

19 A I gave him permission to sell it, that is  
20 true.

21 Q Yes, so that he wasn't down here at that time



1 on any charges, was he?

2 A No, but Mr. Nicholson said he would like to  
3 talk to him on some points.

4 Q But the only thing he came down here with  
5 you about on that occasion was because you were using  
6 the words Real Estate Board of Baltimore on your listing  
7 and you weren't a member, isn't that true?

8 A That is true.

9 MR. CARNEY: That is all.

10 MR. SYKES: That is all.

11 (Examination concluded.)

12 -----

13 MR. SYKES: That is our case.

14 MR. CARNEY: I want to have Mr. Nicholson  
15 because it is readily apparent there wasn't occasion to  
16 go into anything else.

17 MR. SYKES: He admitted he showed him his  
18 agreement and talked about it, Bernstein himself said  
19 that.

20 MR. PRESCOTT: We should have Mr. Nicholson.

21 MR. SYKES: Well, I am satisfied. I don't

1 know when we can meet again. I think it will be about  
2 a month from now.

3 (At this point there was a discussion between  
4 Counsel and the Board regarding a date to be fixed to  
5 hear the testimony of Mr. Nicholson.)

6 MR. CARNEY: I think we might do this. I  
7 have every confidence in the Commission if you would  
8 like to contact Mr. Nicholson and talk to him.

9 MR. PRESCOTT: I don't think that is proper.

10 MR. CARNEY: I am perfectly willing to have  
11 you do it outside of my presence and let him write a  
12 letter as to what transpired according to his recollection,  
13 but I don't think that this kind of testimony ought to go  
14 on the record.

15 MR. PRESCOTT: If you all want to stipulate  
16 and put it down in writing and submit it for the record,  
17 that would be permissible, that would be satisfactory,  
18 if that would be satisfactory to Counsel on both sides.

19 MR. CARNEY: If you want me to, I will com-  
20 municate with Mr. Nicholson when he returns and tell him  
21 the problem and ask him if he will come down here and

1 talk to you at any time.

2 MR. PRESCOTT: We want it for the record.

3 MR. CARNEY: Let the Commission fix any time  
4 that suits the Commission, I will arrange to be here.

5 COMMISSIONER GARDINER: Let's just have a  
6 conference.

7 (Discussion off the record.)

8 THE CHAIRMAN: This case will be continued  
9 to March 24th, at 10:00 a. m., at which time we will  
10 endeavor to have Mr. Nicholson here.

11 MR. CARNEY: We will put our two witnesses  
12 on in this case and it may be we will have some other  
13 witnesses, but I think we have closed our case.

14 (Thereupon the Commission adjourned the  
15 hearing in this matter until March 24, 1959 at 10:00 a.m.)

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1 (Pursuant to adjournment, the hearing re-  
2 sumed on Tuesday, March 24, 1959 at 10 o'clock a.m.)

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THE CHAIRMAN: This is a continuation of the complaint of Allendale-Lyndhurst Improvement Association, Inc. against Manuel M. Bernstein, and Warren S. Shaw trading as Manning-Shaw Realty Company.

Now, I believe Mr. Nicholson is the only witness in this case who has not been sworn, isn't that correct?

COMMISSIONER GARDINER: That is correct.

THE CHAIRMAN: Mr. Nicholson, will you please rise and raise your right hand?

(William G. Nicholson was then duly sworn according to law.)

THE CHAIRMAN: Now, wasn't it you, Mr. Carney, who had Mr. Nicholson summonsed?

MR. CARNEY: Yes, Mr. Chairman, in accordance with your request we instructed the stenographer to write up all the testimony in all of these cases. The plaintiff and the defendants bore half, each half of the

1 cost of the first case. When he came to the other cases  
2 they said they didn't want to be involved in paying  
3 any part of the expense and he called your office and  
4 your office said that you would like to have a copy of  
5 all the proceedings, so we gave the instructions to the  
6 stenographer to so write it up.

7 When I reviewed the matter this morning I  
8 find that we have written up everything that transpired  
9 with the exception of this Lyndhurst case, and they  
10 apparently had some understanding, not from us certain-  
11 ly, that it was not to be written up until further no-  
12 tice. So, you have, if you will look at your file, a  
13 complete transcript of everything that transpired in  
14 all the cases except Lyndhurst.

15 I make that explanation because I wanted to  
16 this morning review exactly where we were with, I think,  
17 Shaw's testimony which seemed to me to make desirable  
18 the hearing of Mr. Nicholson's version of what trans-  
19 pired. I think it concerned a meeting in this office  
20 at Mr. Nicholson's request when Mr. Bernstein or Mr.  
21 Shaw brought Mrs. Heller down here and Mr. Nicholson

1 showed Mrs. Heller and Mr. Bernstein or Mr. Shaw cer-  
2 tain complaints that he had with respect to Mrs. Heller's  
3 listing contract in that it had as part of it some in-  
4 dication that she was a member of the Real Estate Board  
5 of Baltimore which was not true, and he told her that  
6 she would have to have that changed, and she said that  
7 she would, and at that time Mr. Bernstein or Mr. Shaw  
8 showed Mr. Nicholson our form of contract which didn't  
9 have the connection with the Real Estate Board on it.

10 That was our version of what transpired.  
11 Mrs. Heller's version was that in addition to that Mr.  
12 Nicholson complained because our form of contract at  
13 that time didn't have a termination date, without no-  
14 tice, and our clients denied that that was included in  
15 the interview and said that the sole matter discussed  
16 was the question of the real estate board notation on  
17 the listing contract.

18 Now, if that's correct, then I haven't dis-  
19 cussed the matter with Mr. Nicholson.

20 -----  
21

1 WILLIAM G. NICHOLSON, having been duly sworn  
2 according to law, testified as follows:

3 Examination by Mr. Carney:

4 Q Mr. Nicholson, do you recall a complaint  
5 which came into the Board with respect to a listing  
6 contract used by Mrs. Heller who at that time was list-  
7 ing property and turning the listings over to Manning-  
8 Shaw?

9 A Well, we had a -- yes, I think I do, but I  
10 am just wondering why they both came in together. It  
11 wasn't Mr. Shaw, it was Mr. Bernstein.

12 MANUEL BERNSTEIN: That's correct.

13 Q Well, as I recall it those listings, while  
14 they were on Mrs. Heller's form, were taken either in  
15 Manning-Shaw's name or were assigned to Manning-Shaw  
16 and they were involved in what was transpiring.

17 A Well, what confused me was this, that it  
18 was a card that went out in the vestibules with Manning-  
19 Shaw and Mrs. Heller's name both on it, and I couldn't  
20 understand why they were together because they both had  
21 a broker's license and then after that I think Younger

1           made a complaint about Manning and Shaw. Well, then,  
2           we had a copy of it and when they were in here I took  
3           it up with both of them. Now, they used the same form  
4           that the Real Estate Board uses and that first paragraph  
5           is always very, very confusing to me, but I checked  
6           with Mr. Murray Benson of the Real Estate Board and  
7           also with Mr. Prescott, that was definitely a termina-  
8           tion date.

9                         Now, I'm not a lawyer. I never did like that  
10           first paragraph, and if you want I'll show the Commis-  
11           sion that paragraph, and I'm pretty sure that I admon-  
12           ished Mr. Bernstein and Mrs. Heller both that it was  
13           word for word for the Real Estate Board of Baltimore,  
14           but I think you can use that if you don't use the word  
15           realtor or if you don't use something up there in paren-  
16           thesis like this is approved by the Real Estate Board  
17           of Baltimore.

18                         Now, that I think is the sum and substance  
19           of my conversation with Mrs. Heller and Mr. Bernstein.  
20           It's been three years ago and it's very hard to remember,  
21           but I was always very careful about a termination date



1           because that law went into effect June 1, 1955 and this  
2           was the spring of '56.

3                       THE CHAIRMAN: Do you recall what the circum-  
4           stances were in connection with the termination date on  
5           the listing contract?

6                       A     Well, it didn't start out on termination date,  
7           it started out on a folder, a card that Mrs. Heller was  
8           delivering with her name on it and Manning and Shaw, and  
9           these people would phone in here about this, see, and  
10          then in the -- subsequently about a little later we got  
11          a complaint from Younger showing that the type of list-  
12          ing contract that Manning-Shaw uses. It is all in there  
13          if the Board wants to see it.

14                      So, I had them both in here together and we  
15          killed two birds with one stone, about the card that went  
16          in the vestibules, and about the listing contracts.

17                      THE CHAIRMAN: Well, we are trying to find out  
18          whether the listing contract had a termination date and  
19          whether that subject was discussed.

20                      A     Well, yes, I think it was but they are both--  
21          everybody is in the clear on that because it's approved

1 by the Real Estate Board of Baltimore and I had a tele-  
2 phone conversation from Bill Hammond of the Board that  
3 he had taken it up with Murray Benson, and also I wasn't  
4 satisfied then because I'm not a lawyer and I have to  
5 be very careful on some things, but we had a letter from  
6 Mr. Prescott stating that that is definitely a termina-  
7 tion date.

8 Now, I would like you all to read it, if you  
9 don't think it is confusing, it is something wrong with  
10 me.

11 COMMISSIONER GARDINER: I think we ought to  
12 hear it.

13 THE CHAIRMAN: Yes.

14 THE WITNESS: I will bring it to you.

15 Now, this is a listing contract that Mr.  
16 Younger complained about and it's March 2nd, and I will  
17 read it to you. "Manning-Shaw Brokers, is hereby au-  
18 thorized to sell, rent my/our property described on  
19 the reverse side hereof. This authority shall continue  
20 for a period of six months from the date hereof, except  
21 that either party, by giving thirty days prior written

1 notice, may cancel this contract at the expiration of  
2 three months from the date hereof, or at any time there-  
3 after."

4 MR. SYKES: Prior written notice.

5 THE WITNESS: Of course, I don't like that,  
6 frankly, myself.

7 COMMISSIONER GARDINER: Wait a minute, wait  
8 a minute, let me ask you something, is this the con-  
9 tract that was under discussion in 1956?

10 A That's right.

11 COMMISSIONER GARDINER: At that time when you--  
12 when the question came up about -- or rather is this  
13 the contract that was, that you discussed with Mrs.  
14 Heller and Mr. Bernstein at this 1956 --

15 A Meeting.

16 COMMISSIONER GARDINER: Here?

17 A Here, that's right.

18 COMMISSIONER GARDINER: And you said that  
19 you might have, or you believe you criticized the use  
20 of this because of the lack of the -- of a definite  
21 expiration date?

1           A     Yes, sir, that's right.

2                    COMMISSIONER GARDINER: Well, I think it has  
3     a definite expiration date.

4                    THE CHAIRMAN: Were there some listing con-  
5     tracts in this?

6           A     Well, there's something later. Let me get  
7     it, in the spring, about Allendale. The reason I had  
8     them both in here, I didn't press this too carefully  
9     because I had clearance from the Attorney General's  
10    office and the Real Estate Board, but when this came  
11    up we went all over this. This was the occasion of them  
12    coming in here on these cards, Mrs. Heller and Mr. Bern-  
13    stein, and while they were in here I went over the com-  
14    plaint about the contract.

15                   COMMISSIONER GARDINER: Mr. Sykes, maybe we  
16    are jumping around here a little bit, but it is all in  
17    the interest of washing this thing toward a conclusion.  
18    Is this the listing contract that you say does not have  
19    a --

20                   MR. SYKES: No, no, I think this does.

21                   COMMISSIONER GARDINER: Well, that's what I

1 want to know then, let's don't discuss this any more.

2 THE WITNESS: All right.

3 COMMISSIONER GARDINER: Let's get to the list-  
4 ing contract that you say has no expiration date in it,  
5 please.

6 MR. SYKES: Right.

7 THE WITNESS: That was the occasion, the only  
8 occasion when Mr. Bernstein and Mrs. Heller were in here  
9 together, Mr. Sykes, and I had clearance on that, and  
10 the reason I had them in here was about this, so --

11 COMMISSIONER GARDINER: Okay.

12 THE WITNESS: All right.

13 THE CHAIRMAN: Well, now, the last time we  
14 were here there were some listing contracts on cards  
15 which don't seem to be here. Now, I think we are going  
16 to have to get those from the outer office.

17 MR. SYKES: As I recollect Mr. Bernstein's tes-  
18 timony last time, he said he pulled his own card out  
19 of his pocket and showed it to Mr. Nicholson.

20 THE WITNESS: On this?

21 MR. SYKES: No, his own card.

1 MANUEL BERNSTEIN: Can I say something?

2 COMMISSIONER GARDINER: Yes, go ahead.

3 MANUEL BERNSTEIN: I told Mr. Nicholson that  
4 that wasn't our listing form, that that was Mrs. Heller's.  
5 I said, this is the one we use, and we don't have the  
6 Real Estate Board of Baltimore on there. That was the  
7 very thing that he complained about, which the complaint  
8 arose from that listing contract right there which was  
9 Mrs. Heller's, which was never ours.

10 THE WITNESS: Yes, but your name was on it.

11 MANUEL BERNSTEIN: Yes, I said she worked for  
12 us.

13 COMMISSIONER GARDINER: But as far as an ex-  
14 piration date and this contract was concerned, we are  
15 not concerned with that.

16 THE WITNESS: That's right.

17 MR. SYKES: This wasn't their standard con-  
18 tract.

19 THE WITNESS: That's what I talked about.

20 MANUEL BERNSTEIN: That's the only thing that  
21 was mentioned.

1 THECHAIRMAN: It seems that the stenographer  
2 took the exhibits in order to refer to them to write  
3 up the transcript and I don't think we have gotten  
4 them back.

5 (Discussion off the record.)

6 THE CHAIRMAN: Well, here is the one, they  
7 are marked as exhibits, I remember seeing one that did  
8 not say that it shall expire six months from date, and  
9 it doesn't seem to be here.

10 MR. SYKES: May I look at these?

11 THE CHAIRMAN: Yes.

12 MR. SYKES: And see if I can find them?

13 MR. PRESCOTT: There was one introduced that  
14 had no expiration date.

15 THE CHAIRMAN: That's right.

16 MR. SYKES: That's the one that isn't here.  
17 These are the Real Estate Board forms, without mention-  
18 ing the Real Estate Board, these are the new forms.

19 COMMISSIONER GARDINER: Mr. Nicholson, do you  
20 recall having seen a listing contract that was apparent-  
21 ly used by Manning and Shaw that did not have an expira-

1           tion date in it?

2                       THE WITNESS: Well, I don't know, but I think  
3 I will say this, that I turned it all over to Mr. Stein-  
4 bach and told him to go to see these people and get the  
5 complaint and also Manning and Shaw.

6                       COMMISSIONER GARDINER: Do you recall at any  
7 time --

8                       A     How it read, I mean, I couldn't testify to  
9 that.

10                      COMMISSIONER GARDINER: Do you recall at any  
11 time having seen a listing contract of Manning and Shaw  
12 that did not have an expiration date in it and at the  
13 same time telling either Mr. Manning or Mr. Shaw that  
14 it was against the law to use it?

15                      A     I don't think so, no, sir.

16                      COMMISSIONER GARDINER: That's all I want to  
17 know.

18                      MR. CARNEY: I think that's all, Mr. Nichol-  
19 son.

20                      MR. SYKES: Just a minute, I would like to  
21 find that contract.



1 Examination by Mr. Sykes:

2 Q Mr. Nicholson, I recall Mr. Bernstein testi-  
3 fying that after he talked about this listing contract  
4 that involved Evelyn Heller and the Real Estate Board,  
5 or while he was talking about that you mentioned some-  
6 thing about the new law and termination date, and then  
7 he pulled out his own listing contract from his pocket  
8 and showed it to you, do you remember that?

9 A I don't remember that, no, sir. If he says  
10 he did, he did, but I don't recall that, but I do know  
11 that I spoke to both of them while they were here about  
12 this contract.

13 Q But you do remember that you discussed the  
14 new law and its provisions as to the requirement for  
15 a definite termination date?

16 A I am sure of that.

17 Q Without notice.

18 A Because it was a year old then.

19 Q That is you explained the law to him?

20 A Yes, sir.

21 Q And he said he would comply with it?

1           A     And I think he did. I called his attention  
2           to the fact that they had all a termination date, it  
3           was a year old then.

4           Q     That the law required a termination date?

5           A     Yes, sir.

6           Q     Without any notice of any kind?

7           A     Yes, sir.

8           MR. SYKES: That's all, thank you.

9           THE WITNESS: I don't know whether I used the  
10          words, without any notice, because that thing there says  
11          about giving notice. Of course, I don't like that one,  
12          frankly.

13          Examination by Mr. Carney:

14          Q     Well, Mr. Nicholson, wasn't there some con-  
15          fusion in the minds of the Real Estate brokers around  
16          town and in the minds of yourself about this new law  
17          with respect to termination dates in contracts?

18          A     I think it was a lot of confusion, a lot of  
19          complaints here because that thing is worded where the  
20          average property owner, particularly with a little edu-  
21          cation, would still be confused too. I always like them

1 written, this contract expires ninety days from date  
2 hereof, or six months from date hereof, and no ifs, ands  
3 and buts about it, and to me I still think that is a  
4 confusing paragraph, that first one.

5 Q Did you ever, during the time you were secre-  
6 tary of the Commission, ever get complaints from people  
7 as to Manning-Shaw and the type of contracts that they  
8 were using?

9 A The only time that I had it was when Younger  
10 sent it in here and when I had he and Mrs. Whatcha-call-  
11 'em in here together.

12 Q That involved Mrs. Heller's form of contract?

13 A I don't know, they were together, it was a  
14 cooperative deal, Manning-Shaw's name was on it. I  
15 thought they should come in.

16 Q Yes, and from time to time if you had anything  
17 to communicate with Manning-Shaw did they always comply  
18 with your instructions?

19 MR. SYKES: Now, I object --

20 A Well, let me get straight, now, since we have  
21 had inspectors I always sent them in the field to pick

1 up what information they had. Now, I think Mr. Stein --  
2 what is his name?

3 MR. SYKES: Steinbach.

4 A Steinbach on this last one could be better  
5 than I was because the minute I got a complaint today  
6 I would turn it over to them and I would imagine this  
7 complaint came in first, then I sent Mr. -- Mr. Stein-  
8 bach went out to contact them and while he was there he  
9 picked up Manning and Shaw's listing contract.

10 COMMISSIONER RIPLEY: Was Mr. Steinbach on  
11 your staff --

12 A Yes, sir.

13 COMMISSIONER RIPLEY: -- in the spring of '56?

14 A Yes, sir, he handled -- although not here,  
15 no, he was not here then, no, but this is '57 what they  
16 are talking about, or rather '58, this one, wasn't it,  
17 this Allendale, what date was that?

18 MR. CARNEY: For the record, there was never  
19 any complaint made by anybody with respect to our form  
20 of contract until the formal complaint --

21 THE WITNESS: That's right.

1 MR. CARNEY: -- was made with this Board.  
2 There wasn't any letter written.

3 THE WITNESS: No, sir.

4 MR. CARNEY: There wasn't any telephone call  
5 that came in here.

6 THE WITNESS: That's correct.

7 MR. CARNEY: And immediately upon receipt of  
8 that complaint we advised you in our answer and other-  
9 wise that we had changed the contract and had copied  
10 verbatim practically the one that this Commission had  
11 proved for the Real Estate Board.

12 THE WITNESS: That's right.

13 THE CHAIRMAN: Mr. Stenographer, I wonder if  
14 you have any exhibits of any other cases and if the  
15 exhibits from this case could be mixed up?

16 (Discussion off the record followed.)

17 MR. CARNEY: The first one which we will mark  
18 with today's date and Defendants' Exhibit 1 shows a form  
19 of contract which contains among other things the follow-  
20 ing language, "The owner reserves the right to withdraw  
21 the property from said agent after blank months by giv-

1 ing thirty days notice in writing." Now, then, the next  
2 one to be marked number 2 is one that was used subse-  
3 quently and the language in this one, "The owner reserves  
4 the right to withdraw the property from said agent at  
5 any time after six months." The thirty day notice has  
6 been eliminated. The third one to be marked number 3  
7 is the present contract of Manning-Shaw, listing con-  
8 tract, which was adopted after the matter had been  
9 called to our attention by the complaint filed in this  
10 case by Allendale-Lyndhurst Improvement Association and  
11 a copy of this revised contract was filed with our an-  
12 swer and this is the one that has been used continuous-  
13 ly since the complaint and is being used now.

14 (Listing contracts above referred to were  
15 then marked respectively Defendants' Exhibits 1, 2 and  
16 3.)

17 MR. SYKES: I think the record also ought to  
18 show that the first two exhibits were introduced last  
19 time, apparently they are not here, and these exhibits  
20 are simply to -- are not as new exhibits but to take  
21 the place of those that have apparently been lost.

1 MR. CARNEY: That is satisfactory. I think  
2 the record showed from the prior testimony in the case  
3 that the original form was either gotten from the Daily  
4 Record or Lucas Brothers on Baltimore Street.

5 THE CHAIRMAN: Does the record show the date  
6 that the latest form was adopted?

7 MR. SYKES: I think it does. It is after it.  
8 Mr. Gardiner asked that question last time. It was af-  
9 ter the complaint was filed when the investigator went  
10 down and took it up with the defendants.

11 THE CHAIRMAN: After this complaint of October  
12 9, 1958?

13 MR. SYKES: Yes, sir.

14 MR. CARNEY: The complaint may be actually  
15 dated the 9th but it wasn't received by the Commission  
16 until the 14th, down the corner.

17 THE CHAIRMAN: I see.

18 MR. CARNEY: The 14th, and we got it several  
19 days later.

20 COMMISSIONER GARDINER: Mr. Nicholson, this  
21 conference that you had with Mrs. Heller and Mr. Bern-

1 stein in 1956 which is still a little hazy in my mind  
2 about whether or not there was any discussion about  
3 this contract that is in question here about the expira-  
4 tion date. From that conference date until the time  
5 you left the Commission do you recall any complaints  
6 against Manning and Shaw by the public or anyone else  
7 in connection with the contract that they were using?

8 THE WITNESS: The listing contracts?

9 COMMISSIONER GARDINER: Yes.

10 A No.

11 COMMISSIONER GARDINER: Well, do you mean by  
12 that answer that there were none or that you do not  
13 remember?

14 A Well, I don't -- if they came in here I'd  
15 remember them because we would have some kind of a re-  
16 cord but I can say this, anytime anybody ever came in  
17 here it was stressed that since May 1, '56, they should  
18 have and must have a definite termination date.

19 THE CHAIRMAN: Any more questions?

20 MR. SYKES: No, sir, except to say I think  
21 it is in the record already, and that stressing of the



1 provision in the law was made in the conference with  
2 Mr. Bernstein and Mrs. Heller too?

3 A Yes, that's right.

4 MR. CARNEY: No, he didn't say that. He said  
5 he didn't remember.

6 MR. SYKES: He said that is right.

7 MR. CARNEY: He didn't say that before. You  
8 are putting words in his mouth.

9 COMMISSIONER GARDINER: Gentlemen, I think  
10 that's a point that is awfully important. Let's pin  
11 it down now. Let's have a, sort of a little round table  
12 discussion and come up with the answer.

13 THE WITNESS: The reason I always made that  
14 remark, I was not being a lawyer and having two opin-  
15 ions of lawyers, I still did not like that first para-  
16 graph because I know it's confusing to the public.

17 COMMISSIONER GARDINER: Right. All right, now,  
18 that is not the point.

19 THE WITNESS: No.

20 COMMISSIONER GARDINER: Exactly that we want.

21 Let me see if I can pin it down for everybody concerned.

1 At that discussion did you, or do you know if you did  
2 tell Mr. Bernstein that the contract he was using as a  
3 listing contract was against the law?

4 A No, sir, I didn't say that.

5 COMMISSIONER GARDINER: Do you recall?

6 A I said this --

7 COMMISSIONER GARDINER: Do you recall exactly  
8 what you did say?

9 A I said all contracts when he, I believe he  
10 may be -- he is putting words in my mouth, I don't re-  
11 member exactly, but I told him this, I said very defin-  
12 itely as plain as I could that all contracts must have  
13 a definite termination date.

14 COMMISSIONER GARDINER: All right.

15 Examination by Mr. Carney:

16 Q Well, Mr. Nicholson, when you sent for these  
17 folks, Mr. Bernstein and Mrs. Heller, the matter under  
18 inquiry at that time was that her contract contained  
19 a notation that indicated that she was a member of the  
20 Real Estate Board of Baltimore --

21 A Well --

1 Q -- and it was on that complaint that --

2 A That they were in here, that's right.

3 Q It was on that complaint of Younger's shown  
4 in his letter there --

5 A That's right.

6 Q -- that he was objecting?

7 A That's right, so the only reason they came  
8 here at that time was --

9 MR. SYKES: I object, this is redirect testi-  
10 mony.

11 Q -- was in response to that complaint, isn't  
12 that true?

13 A That's why they were in here, yes -- no,  
14 they were really in here about this, you see, this pre-  
15 ceded this. I knew they were within the law on this  
16 contract.

17 Q Well, now, in order to clearly --

18 A Well, while they were in here this subject  
19 was discussed with them.

20 Q All right. Now, then, the matter on which  
21 they appeared concerned what?

1           A     Concerned this postal card and the letter  
2 followed it.

3           MR. SYKES: That is a circular?

4           THE WITNESS: That's right.

5           MR. SYKES: That was dumped into vestibules?

6           THE WITNESS: That's right.

7           Q     And that was done --

8           A     That was the cause of having them in here.

9           Q     That was done by Mrs. Heller?

10          A     Yes.

11          Q     Yes.

12          A     I couldn't understand why Mrs. Heller being  
13 her own broker in her own name would use a card of Man-  
14 ning-Shaw because she held a full-broker's license her-  
15 self.

16          Q     And when they came in to you in response  
17 to your request --

18          A     Yes, sir.

19          Q     -- therefore, it wasn't with respect to a  
20 termination date in the contract?

21          A     No, but while they were in here I brought

1 this up, I showed them this.

2 MR. CARNEY: May I see that, please?

3 MR. SYKES: Could they be marked in evidence,  
4 both of them, so we know what we are talking about?

5 MR. PRESCOTT: A copy of that is already in  
6 evidence, isn't it?

7 MR. SYKES: Is it, I don't think so.

8 MR. CARNEY: Well, now, let me read this to  
9 the Commission to show you just what it covers. It is  
10 dated March 7, '56, it is on the letterhead of J. Thomas  
11 Younger, Realtor:

12 "Dear Mr. Nicholson: As per our conversation  
13 of May 4, 1956 enclosed you will find a copy of a list-  
14 ing contract that Manning and Shaw is using. Please note  
15 the beginning of the second paragraph "the undersigned  
16 owner agrees to pay said broker an amount equal to the  
17 commission specified in the standard schedule of rates  
18 of the Real Estate Board, etc." I trust that this will  
19 be taken care of immediately since we realtors are tak-  
20 ing a beating because of the ethics used by the above  
21 mentioned brokers. Please return the listing to me."

1 Now, this is headed standard listing contract and it  
2 reads, "This authority shall continue for a period of  
3 six months from the date thereof, except that either  
4 party by giving thirty days prior notice may cancel  
5 this contract at the expiration of three months of the  
6 date hereof or at any time thereafter."

7 Q Now, that language in that contract is pre-  
8 cisely in the words of the listing contract of the Real  
9 Estate Board, isn't it?

10 A That's correct.

11 Q Although it doesn't have the Real Estate  
12 Board's name on it?

13 A Yes.

14 Q But it has realtor in there and --

15 A Is the word realtor in there?

16 Q Yes.

17 A Whereabouts, I didn't see it in there.

18 Q No, it says the undersigned owner agrees to  
19 pay broker an amount equal to the commission specified  
20 in the standard schedule of rates with the Real Estate  
21 Board of Baltimore.

1           A    Yes.

2           Q    And he was complaining about the use of that  
3 language in there, tying them in with the Real Estate  
4 Board, but the language in the contract itself did pro-  
5 vide for a definite termination date?

6           A    Yes.

7           Q    Although you say it was confusing?

8           A    That's what two lawyers approved, yes, sir.

9           COMMISSIONER GARDINER: Mr. Chairman, may I  
10 ask Mr. Bernstein a question at this time?

11           THE CHAIRMAN: All right.

12           COMMISSIONER GARDINER: It is a little out of  
13 order I know.

14                                   (Examination concluded.)

15                                   -----

16           MANUEL M. BERNSTEIN, recalled as a witness,  
17 testified further as follows:

18           COMMISSIONER GARDINER: The whole thing that  
19 we are trying to find out is whether or not you are  
20 guilty of using a contract after having knowledge of --  
21 that it was unlawful, so that's the reason for my try-

1 ing to get you to answer a question now. Do you recall  
2 this conversation with Mr. Nicholson in '56 wherein he  
3 mentioned to you that all contracts had to have an ex-  
4 piration date?

5 A Your Honor, let me clear up this thing for  
6 you if I may. The reason that I came down was because  
7 of the complaint.

8 COMMISSIONER GARDINER: Well, now, wait a  
9 minute, I want to save time.

10 THE WITNESS: Yes, sir.

11 COMMISSIONER GARDINER: I am not the least  
12 bit interested --

13 THE WITNESS: All right.

14 COMMISSIONER GARDINER: -- in why you came  
15 down. The only thing I want to know is whether you  
16 recall this conversation with Mr. Nicholson.

17 THE WITNESS: Well, it's -- as Mr. Nicholson  
18 says it's been three years or two or three years ago.

19 COMMISSIONER GARDINER: Well, do you recall--

20 THE WITNESS: I will do my best.

21 COMMISSIONER GARDINER: -- or don't you?



1           A     That's right.

2                    COMMISSIONER GARDINER: You do recall it?

3           A     Yes, I recall it to this extent, that he  
4           showed me those vestibule cards which Mrs. Heller was  
5           throwing in these doorways.

6                    COMMISSIONER GARDINER: Let me change the  
7           question, wait a minute, let me change the question.  
8           As far back as in 19 -- is this conference in 1956  
9           did you know at that time, and did your firm know that  
10          there had been a law passed requiring a definite expira-  
11          tion date?

12          A     Let me bring this up, when I came down it  
13          wasn't for the purpose of determining an expiration  
14          date, it was merely for the purpose --

15                    COMMISSIONER GARDINER: Well, now --

16                    THE WITNESS: Let me finish.

17                    COMMISSIONER GARDINER: I know, but that's  
18          not what I want to know, that isn't what is in question  
19          here.

20                    THE WITNESS: The thing we emphasized and dis-  
21          cussed primarily was the fact that there was being used

MILLERS FALLS  
ERASE  
COTTON CONTENT

1 on that contract a reference to the Real Estate Board  
2 of Baltimore.

3 COMMISSIONER RIPLEY: Well, Mr. Bernstein,  
4 Mr. Gardiner's question didn't relate to that conversa-  
5 tion. He said did you or your firm know that the law  
6 had been changed to require that; that's what he wants  
7 you to answer.

8 COMMISSIONER GARDINER: Just answer that much,  
9 please.

10 A We knew that there had been a termination  
11 date but we also felt --

12 COMMISSIONER GARDINER: Now, wait a minute,  
13 now, hold it right there, that's all I want to know.  
14 Now, you knew that there had been a termination date?

15 A Yes.

16 COMMISSIONER GARDINER: Did you think your  
17 contract complied with that?

18 A Absolutely because --

19 COMMISSIONER GARDINER: All right.

20 A -- I consulted with Mr. Nicholson on every  
21 change about the thirty day notice and prior to that.

1                   COMMISSIONER GARDINER: All right. Now, just  
2 one more minute. Now, at what stage of the game did  
3 you change your contract again to read like it reads  
4 today?

5                   A     Well --

6                   COMMISSIONER GARDINER: How much, how soon  
7 after this conversation or --

8                   A     Well, there was a law passed, I think it  
9 was in '57, pertaining to the thirty day notice about --

10                  COMMISSIONER GARDINER: I don't want to know  
11 that. I want to know when did you, do you recall, when  
12 Mr. Carney reworted this thing for you and you started  
13 to use it?

14                  A     I believe that came in when we became aware  
15 that we weren't in conformity with the regular listing  
16 contract, that's when we changed it. I think when Mr.  
17 Steinbach came up and said, he called our attention to  
18 it, and we started to read it, we thought we were in  
19 conformity the whole time.

20                  COMMISSIONER GARDINER: Thank you, Mr. Bern-  
21 stein, that's all I have.

(Examination concluded.)

1 MR. CARNEY: We want that marked as an ex-  
2 hibit, the letter from J. Thomas Younger to Mr. William  
3 Nicholson, Real Estate Commission of Maryland, dated  
4 May 7, 1956, and attached to it a form of contract  
5 dated March 2, 1956 marked Standard Listing Contract.

6 (Letter dated May 7, 1956 and Standard List-  
7 ing Contract dated March 2, 1956 were then marked col-  
8 lectively Defendants' Exhibit 4.)

9 COMMISSIONER GARDINER: Gentlemen, is there  
10 any further questions of Mr. Nicholson?

11 MR. CARNEY: I have no further questions.

12 MR. SYKES: I don't.

13 COMMISSIONER GARDINER: You are excused, Mr.  
14 Nicholson.

15 MR. CARNEY: And a letter dated May 16, 1956  
16 addressed to the Real Estate Commission signed by Eliza-  
17 beth G. Himmer, and also another one dated September 1,  
18 1956 addressed to Mrs. McGinigall who I understand is  
19 an employee of this Commission complaining about cer-  
20 tain door cards which had on it the names of Manning and  
21 Shaw Realty Company with beneath it Evelyn Heller and

1 which testimony shows were distributed by Evelyn Heller.

2 (Letters above referred to dated May 16, 1956  
3 and September 1, 1956 were then marked collectively  
4 Defendants' Exhibit number 5.)

5 MR. CARNEY: That I believe concludes the  
6 additional testimony.

7 THE CHAIRMAN: No more witnesses?

8 MR. CARNEY: No, sir.

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<u>WITNESS</u>	<u>PAGE</u>
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DEF. EX. 1, 2, 3 Listing contracts	<u>PAGE</u>
" " 4 Letter dated 5/7/56	77
Listing contract 3/2/56	91
" " 5 Letters dated 5/16/56	
and 9/1/56	92

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ALLENDALE-LYNDHURST IMPROVEMENT  
ASSOCIATION

\*

BEFORE REAL ESTATE

COMMISSION OF MD.

VS.

\*

MANUEL M. BERNSTEIN et al

\*

\*\*\*

MEMORANDUM RE EXHIBITS

<u>Exhibit</u>	<u>Testimony of:</u>	<u>Page</u>
<del>XXXXXXXXXXXXXXXXXXXX</del> Listing Contract of Manning Shaw Def. Exhibit 1- form con- taining language: "Owner reserves the right to withdraw property from said agent after blank months by giving 30 days notice in writing.	William G. Nicholson	77
Def. Exhibit 2- form used subsequently as follows: Owner reserves the right to withdraw the property from said agent at any time after six months.	William G. Nicholson	77
Def. Exhibit 3- present form used by Manning-Shaw	William G. Nicholson	77
Letter of J. Thomas Younger to Real Estate Commission dated 3/7/56 Standard Listing Contract dated 3/2/56 Defs. Exh. No. 4 Note: J.C.C. read the letter he said dated <u>March 7</u> , 1956 However testimony states date as May 7th, 1956. (p.84-91)	Manuel M. Bernstein offered by J.C.C.	91
Letter of Elizabeth G. Himmer to Real Estate Commission dated May 16, 1956 and Letter to Mrs. McGinigall of the Commission dated Sept. 1, 1956 Defendants' Exhibit No. 5.	offered by J.C.C.	92

ALLENDALE-LYNDHURST IMPROVEMENT : BEFORE THE  
ASSOCIATION, INC. REAL ESTATE COMMISSION  
: vs. OF  
MANUEL M. BERNSTEIN and : MARYLAND  
WARREN S. SHAW,  
T/A MANNING SHAW REALTY CO. :

ANSWER OF MANUEL M. BERNSTEIN AND  
WARREN S. SHAW, T/A MANNING SHAW  
REALTY CO. TO ABOVE COMPLAINT

The Answer of Manuel M. Bernstein and Warren S. Shaw, trading as Manning Shaw Realty Co., by J. Calvin Carney, their attorney, to the above complaint, respectfully shows:

1. That this Complaint has been filed by the Allendale-Lyndhurst Improvement Association, Inc., a corporation and improvement association; it is respectfully submitted that an improvement association does not qualify as complainant, nor does it have the right to appeal from a decision of the Commission to a Court of Law, as it is not an aggrieved party. In a very analagous situation, the Maryland Court of Appeals has held that improvement associations are not aggrieved parties.

In the case of Beckett v. Housing Authority, 198 Md. 171, at p. 74, the Court said:

The first question which presents itself is whether the appellants are proper parties to bring this suit. In Matthaei v. Housing Authority, 177 Md. 506, 9 A. 2d 835, certain residents or taxpayers of Baltimore City sought an injunction against the Housing Authority of Baltimore contending that the erection of houses on vacant land on the outskirts of the City transgressed statutory limits of its authority. This Court held that the proceeding was one on behalf of taxpayers who would be affected by the diversion of State or City funds to wrong uses or by exemption of property from paying taxes, like their own, and that these residents and taxpayers were proper parties to bring a suit for injunction. The individual appellants are therefore proper parties in this case. However, the

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BALTIMORE 2, MD.



corporate appellant, though having membership of three thousand residents and taxpayers living in the immediate vicinity of this proposed project, is not itself a taxpayer and has no property interest which may be affected by any of the alleged illegal acts of the appellee. The Belair-Edison Improvement Association, Inc., does not seek any relief for itself even though it might affect the individuals who compose its membership. It cannot complain of any action which does not affect the corporation itself. Maryland Naturopathic Ass'n v. Kloman, 191 Md. 626, 62 A. 2d 538; Norwood Heights Improvement Ass'n., v. Baltimore, 195 Md. 1, 72 A. 2d 1, 195 Md. 368, 73 A. 2d 529; Windsor Hills Improvements Ass'n v. Baltimore, 195 Md. 383, 394, 73 A. 2d 531, 535. Therefore, the corporate appellant is not a proper party to bring this case.

The above case cited the case of Naturopathic Ass'n v. Kloman, 191 Md. 626, at p. 630, wherein it is stated as follows:

\* \* \* We are confronted at the outset with the question whether the Naturopathic Association has any rights, status or other legal relations affected by the statute. The Association alleges that it is incorporated under the laws of the State of Maryland for the protection and encouragement of the interests of naturopaths, and that the members of the Association are engaged in the practice of naturopathy. It is an elementary rule that in order to entitle a party to maintain a bill in equity, he must show an interest in the subject matter of the suit or a right to the thing demanded. If the interest or right is not shown on the face of the bill, the bill is demurrable. Rowe v. Rowe, 154 Md. 599, 141 A. 334; Read v. Maryland General Hospital, 157 Md. 565, 146 A. 742; Bosley v. Dorsey, 191 Md. 229, 60 A. 2d 691. We have held, for example, that the subject matter of a divorce suit is the marital relation of the complainant and defendant, and although a co-respondent's reputation may be grievously injured by a charge in the bill, either as a result of the evidence or the finding of the chancellor, nevertheless the injury is not the result of the decree itself and hence the co-respondent has no direct interest in the question whether the marital relation should be severed. Lickle v. Boone, 187 Md. 579, 51 A. 2d 162.

The Naturopathic Association cannot itself practice naturopathy. It has no property interest which may be affected by any of the alleged acts of defendants, and accordingly it has no right to enter this suit against them. The Association does not seek any relief for itself. It cannot complain of any action which does not affect it, but affects individuals, even though those individuals compose its membership. Thus, in Dvorine v. Castelberg Jewelry Corporation,

170 Md. 661, 668, 185 A. 562, where the State Board of Examiners in Optometry and also the Maryland Association of Optometrists brought suit for injunction against the jewelry corporation, this Court said that, while the question of the propriety of joining the various parties was not raised in the lower Court, it was apparent that the Maryland Association had no right to bring suit. The requirements for a justifiable controversy are no less strict in a declaratory judgment suit than in any other type of proceeding. Generally there is no difference in the rule as to necessary parties between a declaratory judgment proceeding and any other proceeding in personam. Staley v. Safe Deposit & Trust Co. of Baltimore, 189 Md. 447, 56 A. 2d 144.

In the case of Windsor Hills Improvement Association, Inc. et al. v. Mayor & City Council, 195 Md. 383, at p. 395, the Court said:

The Association in its petition for appeal, "on its behalf and on behalf of protecting residents and any other persons aggrieved and interested in the \* \* \* matter \* \* \*" says it "represents taxpayers and property owners" near the property in question. In the lower court Westchester denied that the Association had any interest in the Board's decision because (A) it was not in existence at the time of the decision and (B) it is not a "person aggrieved" or a taxpayer, and moved to rescind leave to Kairys to intervene, because he was too late. The lower court in effect overruled these objections, or treated them as "waived" in the interest of a prompt decision on the merits. In this court Westchester moved to dismiss the appeal for the same reasons. As to the Association the motion must be granted. Norwood Heights Improvement Ass'n v. Mayor and City Council of Baltimore, 195 Md. 1, 8, 72 A. 2d 1, 4; Same v. Same, 195 Md. 368, 73 A. 2d 529. A corporation is not sufficiently "interested" to sue, or "aggrieved" to appeal, merely because its members are "interested" or "aggrieved". Dvorine v. Castleberg Jewelry Corporation, 170 Md. 661, 185 A. 562; Maryland Naturopathic Ass'n v. Kloman, 191 Md. 626, 62 A. 2d 538; Crider v. Cullen, 191 Md. 723, 63 A. 2d 618. Either a "person aggrieved" or a taxpayer may appeal. The Association is neither. On the record Kairys is a taxpayer and a party in the lower court and therefore entitled to appeal to this court. We think, however, that his petition for intervention after expiration of the time for appeal could not validate the Association's attempt to appeal and should have been denied. The right to appeal is conferred by statute and cannot be created by waiver when it is not exercised in accordance with the statute. Nor do we mean, by discussing questions of illegality in this opinion, to sanction disregard of the statutory requirement of "specifying the grounds of illegality" in the petition for appeal, or to weaken or

qualify what we have so recently said on this subject in the second and third Norwood cases. Norwood Heights Improvement Association v. Mayor and City Council of Baltimore, 195 Md. 1, 6, 72 A. 2d 1, 3; Same v. Same, 195 Md. 368, 73 A. 2d 529.

To the same effect, see case of Association of Independent Taxi Operators, Inc., et al. v. Yellow Cab Company et al., 198 Md. 181, at p. 185 (decided June 15, 1951):

The amended bill of complaint which is before us in this case was filed by the Association of Independent Taxi Operators, Inc., and certain individual members who own and operate taxicabs under permits of the Public Service Commission. It may be noted here that, under our decisions, the corporate plaintiff, as described in the bill, is not a proper party plaintiff (Maryland Naturopathic Ass'n., Inc. v. Kloman, 191 Md. 626, 62 A. 2d 538. Beckett v. Housing Authority, 198 Md. 71, 81 A. 2d 215, this term), but as the individual plaintiffs undoubtedly have the right to bring such a suit, that question is not important to our decision.

It is, therefore, respectfully submitted that this complaint filed by the Allendale-Lyndhurst Improvement Association, Inc., a corporation and improvement association, is not maintainable, and should be dismissed, because, to quote the language of the Court of Appeals, "a corporation is not sufficiently 'interested' to sue or 'aggrieved' to appeal merely because its members are interested or aggrieved. Either a person aggrieved or a taxpayer may appeal. The association is neither."

2. That these respondents purchased the form of listing contract from the Daily Record or Lucas Brothers; that the form of listing contract promulgated by the Real Estate Board of Baltimore, as amended October 11, 1958, is as follows:

Note:--Only Active Members of the Real Estate Board are Realtors

STANDARD LISTING CONTRACT

Promulgated by the Real Estate Board of Greater Baltimore  
Baltimore, \_\_\_\_\_ 19

\_\_\_\_\_, Realtor, is hereby authorized to sell/rent/my/our property described on the reverse side hereof. This authority shall continue for a

period of six months from the date hereof, except that either party, by giving 30 days' prior written notice, may cancel this contract at the expiration of three months from the date hereof, or at any time thereafter.

The undersigned owner agrees to pay said Realtor an amount equal to the commission specified in the Standard Schedule of Rates of the Real Estate Board of Greater Baltimore (1) if during the term of this contract, or any extension thereof, said Realtor produces a customer to purchase/rent said property at the last price/rental agreed upon between the owner and the Realtor ; or (2) if said property is sold/rented/exchanged directly by the owner or through the Realtor , or others, during the term of this contract or any extension thereof, or within six months thereafter, to anyone who, with the knowledge of the owner, inspected or made inquiry about the property during the term of this contract or any extension thereof; except that said Realtor shall have no claim upon the owner for any commission if the property is so sold/rented/exchanged by any other Realtor after the expiration of this contract or any extension thereof. The Realtor shall not be responsible for the care of the physical condition of the property involved under this agreement. This contract shall be void if the broker is not a Realtor.

WITNESS \_\_\_\_\_ OWNER \_\_\_\_\_ (SEAL)  
 WITNESS \_\_\_\_\_ OWNER \_\_\_\_\_ (SEAL)  
 REALTOR \_\_\_\_\_ (SEAL) OWNER'S ADDRESS \_\_\_\_\_

Commission Rates: Improved property, 6%. Unimproved property, 10% on first \$5,000 and 6% on balance. On all leaseholds add to these rates a fee equal to one-half of annual ground rent. Minimum charge on any sale, \$50. For rates on other classes of property, definitions, etc., see Standard Schedule.

that these respondents are not members of the Real Estate Board of Baltimore; that these respondents have not written contracts for longer than six months and have always permitted property owners who wish to withdraw property from their office to do so on written notice and the filing of an affidavit that they did not have any prospect in view to whom they expect to sell the property within a period of 30 days; that actually these respondents by their conduct have not violated any listing provisions; however, in order to conform strictly to the existing law, their listing contracts have now been modified and read as follows:

LAW OFFICES  
 J. CALVIN CARNEY  
 J. CALVIN CARNEY, JR.  
 BLANCHARD D. CARNEY  
 3 E. LEXINGTON ST.  
 BALTIMORE 2, MD.

MANNING SHAW REALTY, INC., 1821 Eutaw Place, MA3-6261

AUTHORITY TO SELL

The undersigned hereby authorized Manning-Shaw Realty, Inc., to sell my/our property described on the reverse side hereof. This authority shall continue for a period of six months from the date hereof, except that either party, by giving thirty days' prior written notice, may cancel this contract at the expiration of three months from the date hereof or at any time thereafter.

The undersigned owner hereby agrees to pay Manning Shaw Realty, Inc. a commission of 6% of the gross consideration and one-half of the annual ground rent (1) if, during the term of this contract or any extension thereof said Manning Shaw Realty, Inc. produces a purchaser to purchase said property at the last price agreed upon between the owner and Manning Shaw; or if said property is sold/exchanged directly by the owner or through Manning Shaw or others during the term of this contract or any extension thereof or within six months thereafter to anyone who, with the knowledge of the owner, inspected or made inquiry or negotiated about the property.

that these respondents have always been most liberal in permitting respondents to withdraw from listings if they were dissatisfied with the services which these respondents rendered, although they have had very few instances where within six months of their contract such request was made; that these respondents have always carried out the letter and the spirit of the real estate brokers law, and upon the change in the law being called to their attention, have promptly revised their form of listing contract.

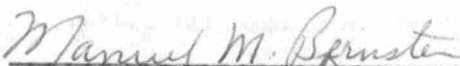
3. Further answering said complaint and each and every paragraph thereof, these respondents aver that they have been in the real estate business for a number of years, that they are engaged in the general real estate business as principals or as brokers, that they transact their business in a legitimate, proper and lawful manner.

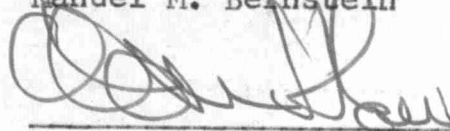
4. Further answering said complaint and each and every

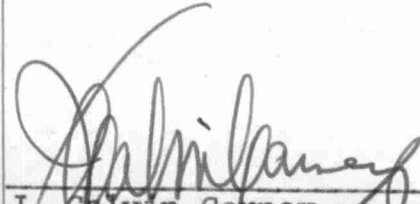
paragraph thereof, these respondents aver that said complaint is absolutely without merit or foundation in fact; that under the circumstances, the complaint is impertinent, scandalous and irrelevant, and that each and every part thereof should be stricken out and that said complaint should be dismissed without a hearing.

5. Further answering said complaint and each and every paragraph thereof, these respondents aver that the said alleged complaint is part of an ill-concealed attempt to harrass and embarrass these respondents; that these respondents conduct their business in a competent, trustworthy, honest, lawful manner and in good faith; that the complainants all live in what is generally known as a changing neighborhood; that the alleged complaint is a continuation of an ill-disguised effort to deprive these respondents of their lawful rights as guaranteed by the Constitution of the United States and the decisions of the Supreme Court of the United States.

WHEREFORE, these respondents request that said complaint be dismissed.

  
Manuel M. Bernstein

  
Warren S. Shaw  
Individually and trading as  
Manning Shaw Realty Co.

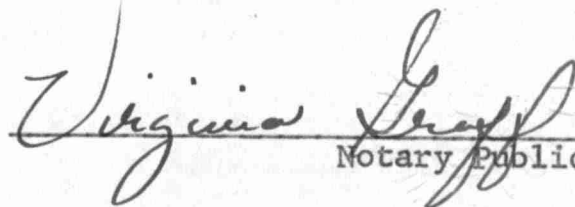
  
J. Calvin Carney  
3 E. Lexington Street  
Baltimore 2, Maryland  
Plaza 2-8445  
Attorney for Respondents

LAW OFFICES  
J. CALVIN CARNEY  
J. CALVIN CARNEY, JR.  
BLANCHARD D. CARNEY  
3 E. LEXINGTON ST.  
BALTIMORE 2, MD.

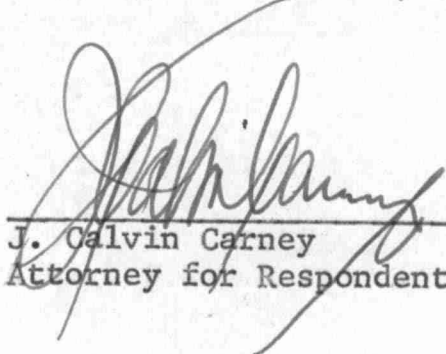
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 12<sup>th</sup> day of November, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Manuel M. Bernstein and Warren S. Shaw, and they made oath in due form of law that the matters and facts set forth in the foregoing Answer are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

  
Notary Public

I HEREBY CERTIFY that on this 12<sup>th</sup> day of November, 1958, I mailed a copy of the foregoing Answer to Herbert J. Arnold, Esquire, 301 Vickers Building, Baltimore 1, Maryland, Attorney for Complainant.

  
J. Calvin Carney  
Attorney for Respondents

REAL ESTATE COMMISSION OF MARYLAND

COMPLAINT

ALLENDALE-LYNDHURST IMPROVEMENT ASSOCIATION, INC.  
725 Mount Holly Street  
Baltimore 29, Maryland

vs.

MANUEL M. BERNSTEIN, and  
WARREN S. SHAW,  
T/A MANNING-SHAW REALTY CO.  
1821 Eutaw Place  
Baltimore 17, Maryland

I hereby file with the Real Estate Commission of Maryland a complaint against

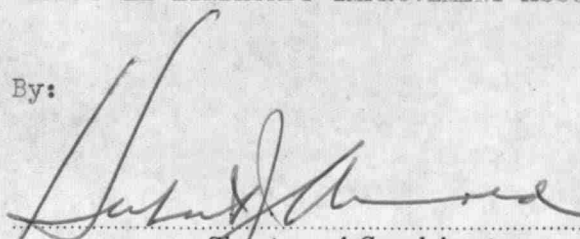
Manuel M. Bernstein and Warren S. Shaw, T/A Manning-Shaw Realty Co.

in that ~~he~~

they have been using an illegal form of listing agreement. A specimen printed copy of their listing agreement is attached hereto. It provides, "The owner reserves the right to withdraw the property from said agent at any time after six months. But it is understood that this agreement is not revokable while any negotiations are pending for sale or exchange of the property." Article 56, Section 224 (o) of the Annotated Code of Maryland makes grounds for the revocation of a real estate license "accepting a listing contract to sell property unless such contract provides for a definite termination date without notice from either party". The respondents' standard listing agreement violates this provision of law in that there is no definite termination date without notice, but only a right to the owner to withdraw at any time after a named period, and further in that the right of withdrawal is conditioned upon there not being any "negotiations pending" for the sale of the property at the time of withdrawal.

ALLENDALE-LYNDHURST IMPROVEMENT ASSOCIATION, INC.

By:



Signature of Complainant

Herbert J. Arnold, Attorney  
301 Vickers Building

Baltimore 1, Maryland

Address

SA 7-6331

Telephone Number

Date October 9, 1958

If additional space is required use separate sheet of paper, sign and attach hereto.

OCT 14 1958



PL 2 2361

W1-56484

DESCRIPTION

Asking Price, \$13,500 \_\_\_\_\_ Lowest Price, \$13,000 \_\_\_\_\_

Location 2216 Ashburton \_\_\_\_\_

No. of Stories 2 \_\_\_\_\_ No. of Rooms 6 \_\_\_\_\_

Built of Brick \_\_\_\_\_ When Built 1948 \_\_\_\_\_

Heated by \_\_\_\_\_ Lighted by \_\_\_\_\_

Ground Rent, \$ See Below Tax, \$ \_\_\_\_\_ Water Rent, \$ \_\_\_\_\_

Rent per Month, \$ \_\_\_\_\_ Term of Lease \_\_\_\_\_

Incumbrance, \$ \_\_\_\_\_ @ \_\_\_\_\_ % for \_\_\_\_\_ Years \_\_\_\_\_

Will Take \_\_\_\_\_ Mortgage at \_\_\_\_\_ % for \_\_\_\_\_ Years \_\_\_\_\_

Fire Insurance \_\_\_\_\_

Size of Lot Show Mon-Wed-FRI-Sat Sun all day \_\_\_\_\_

Remarks Club Cellar - Cornices - Gas Range - Blinds \_\_\_\_\_

\$96.00 GR to be redeemed and recreated to \$20 at the discretion of the seller

AUTHORITY TO SELL

3-24-59  
off x1  
m.w

THE UNDERSIGNED hereby authorizes Caswell Realty  
as the sole and exclusive agent for the sale of property  
as described on the other side, and agrees to pay to said Agent when a sale or  
exchange is effected a commission of 5 per cent. of the gross consideration  
and  $\frac{1}{2}$  the annual ground rent.

The owner reserves the right to withdraw the property from said Agent at  
any time after One months by giving ~~a thirty (30) days~~ notice in writing.  
But it is understood that this agreement is revokable only in writing and is not  
revokable while any negotiations are pending for sale or exchange of the property.  
And if the property is sold or exchanged subsequently to any party with whom the  
said Agent has been negotiating, the commission will be paid to said Agent.

WITNESS my hand and seal this 17 day of Sept, 1954

Witness:

Ruby Rothblum Owner (Seal)  
Galie Rothblum Address

MANNING-SHAW REALTY CO. — 1821 Eutaw Place — MADISON 3-6261  
AUTHORITY TO SELL

THE UNDERSIGNED hereby authorizes Manning-Shaw Realty Co. as the sole and exclusive agent for the sale of property as described on the other side, and agrees to pay said Agent when a sale or exchange is effected a commission of six per cent of the gross consideration and  $\frac{1}{2}$  the annual ground rent.

The owner reserves the right to withdraw the property from said Agent at any time after six months. But it is understood that this agreement is not revocable while any negotiations are pending for sale or exchange of the property. And if the property is sold or exchanged subsequently to any party with whom the said Agent has been negotiating, the commission will be Paid to said Agent.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19

Witness:

*3-24-59*  
*Deft X 2*  
*mw*

\_\_\_\_\_  
Owner (Seal)

\_\_\_\_\_  
Address

AUTHORITY TO SELL

The undersigned hereby authorized Manning-Shaw Realty, Inc., to sell my/our property described on the reverse side hereof. This authority shall continue for a period of six months from the date hereof, except that either party, by giving thirty days' prior written notice, may cancel this contract at the expiration of three months from the date hereof or at any time thereafter.

The undersigned owner hereby agrees to pay Manning Shaw Realty, Inc. a commission of 6% of the gross consideration and one-half of the annual ground rent (1) if, during the term of this contract or any extension thereof said Manning Shaw Realty, Inc. produces a purchaser to purchase said property at the last price agreed upon between the owner and Manning-Shaw; or if said property is sold/exchanged directly by the owner or through Manning-Shaw or others during the term of this contract or any extension thereof or within six months thereafter to anyone who, with the knowledge of the owner, inspected or made inquiry or negotiated about the property.

WITNESS my hand and seal this.....day of ....., 19

3-24-59  
Deft X 3  
M.W.

.....Owner (Seal)  
.....Co-Owner (Seal)  
.....Address

Witness:

.....

DESCRIPTION

Asking Price, \$..... Lowest Price, \$.....

Location.....

No. of Stories..... No. of Rooms.....

Built of..... When Built.....

Heated by..... Lighted by.....

Ground Rent, \$..... Tax, \$..... Water Rent, \$.....

Rent per Month, \$..... Term of Lease.....

Incumbrance, \$..... @..... % for..... Years.....

Will Take..... Mortgage at..... % for..... Years.....

Remarks .....

.....

.....

MANNING-SHAW REALTY CO. — 117 W. Lombard St. — PLaza 2-8270

AUTHORITY TO SELL

THE UNDERSIGNED hereby authorizes Manning-Shaw Realty Co. as the sole and exclusive agent for the sale of property as described on the other side, and agrees to pay to said Agent when a sale or exchange is effected a commission of five per cent. of the gross consideration and  $\frac{1}{2}$  the annual ground rent.

The owner reserves the right to withdraw the property from said Agent at any time after three months by giving notice in writing. But it is understood that this agreement is revokable only in writing and is not revokable while any negotiations are pending for sale or exchange of the property. And if the property is sold or exchanged subsequently to any party with whom the said Agent has been negotiating, the commission will be paid to said Agent.

WITNESS my hand and seal this 11 day of Oct., 1955

Witness:

George Stranghn

Charles R. Rouse Owner (Seal)

Address

DESCRIPTION

Ed. 6-2948-w

Asking Price, \$ 8700 Lowest Price, \$ \_\_\_\_\_

Location 2212 Saratoga St.

No. of Stories 2 No. of Rooms 6

Built of Brick When Built \_\_\_\_\_

Heated by Gas, steam Lighted by Elect.

Ground Rent, \$ 75 Tax, \$ 183.35 Water Rent, \$ \_\_\_\_\_

Rent per Month, \$ \_\_\_\_\_ Term of Lease \_\_\_\_\_

Incumbrance, \$ 6600 @ \_\_\_\_\_ % for \_\_\_\_\_ Years

Will Take \_\_\_\_\_ Mortgage at \_\_\_\_\_ % for \_\_\_\_\_ Years

Fire Insurance \_\_\_\_\_

Size of Lot Storm windows, storm doors,

Remarks venetian Blinds & two stoves - 2 Baths

## AUTHORITY TO SELL

THE UNDERSIGNED hereby authorizes

as the sole and exclusive agent for the sale of property as described on the other side, and agrees to pay to said Agent when a sale or exchange is effected a commission of 5% per cent. of the gross consideration and  $\frac{1}{2}$  the annual ground rent.

The owner reserves the right to withdraw the property from said Agent at any time after 6 MONTHS months by giving a thirty (30) days notice in writing. But it is understood that this agreement is revokable only in writing and is not revokable while any negotiations are pending for sale or exchange of the property. And if the property is sold or exchanged subsequently to any party with whom the said Agent has been negotiating, the commission will be paid to said Agent.

WITNESS my hand and seal this 16 day of April, 1954

Witness:

William E. Taylor

Robert E. Dickerson Owner (Seal)

Samuel Dickerson Address



DESCRIPTION

Asking Price, \$ 3700 Lowest Price, \$ 3400

Location 630 N. BRICE

No. of Stories 2 No. of Rooms 6 RMIS + BATH

Built of BRICK When Built 40 YRS Old

Heated by OIL HEAT Lighted by ELECTRIC

Ground Rent, \$ 7900 Tax, \$ 101.00 Water Rent, \$ \_\_\_\_\_

Rent per Month, \$ \_\_\_\_\_ Term of Lease \_\_\_\_\_

Incumbrance, \$ 2900 <sup>LEN</sup> @ \_\_\_\_\_ % for \_\_\_\_\_ Years

Will Take \_\_\_\_\_ Mortgage at \_\_\_\_\_ % for \_\_\_\_\_ Years

Fire Insurance \_\_\_\_\_

Size of Lot \_\_\_\_\_

Remarks VENETIAN BLINDS & GAS RANGE, RUGS  
UPSTAIRS PORCH

AUTHORITY TO SELL

The undersigned hereby authorized Manning-Shaw Realty, Inc., to sell my/our property described on the reverse side hereof. This authority shall continue for a period of six months from the date hereof, except that either party, by giving thirty days' prior written notice, may cancel this contract at the expiration of three months from the date hereof or at any time thereafter.

The undersigned owner hereby agrees to pay Manning Shaw Realty, Inc. a commission of 6% of the gross consideration and one-half of the annual ground rent (1) if, during the term of this contract or any extension thereof said Manning Shaw Realty, Inc. produces a purchaser to purchase said property at the last price agreed upon between the owner and Manning-Shaw; or if said property is sold/exchanged directly by the owner or through Manning-Shaw or others during the term of this contract or any extension thereof or within six months thereafter to anyone who, with the knowledge of the owner, inspected or made inquiry or negotiated about the property.

WITNESS my hand and seal this.....day of ....., 19

.....Owner (Seal)

.....Co-Owner (Seal)

.....Address

Witness:

.....

## DESCRIPTION

Asking Price, \$..... Lowest Price, \$.....

Location.....

No. of Stories..... No. of Rooms.....

Built of..... When Built.....

Heated by..... Lighted by.....

Ground Rent, \$..... Tax, \$..... Water Rent, \$.....

Rent per Month, \$..... Term of Lease.....

Incumbrance, \$..... @..... % for..... Years.....

Will Take..... Mortgage at..... % for..... Years.....

Remarks .....

.....

.....

Ext. A

MANNING-SHAW REALTY, Inc. — 1821 Eutaw Place — MAdison 3-6261

A U T H O R I T Y   T O   S E L L

The undersigned hereby authorized Manning-Shaw Realty, Inc., to sell my/our property described on the reverse side hereof. This authority shall continue for a period of six months from the date hereof, except that either party, by giving thirty days' prior written notice, may cancel this contract at the expiration of three months from the date hereof or at any time thereafter.

The undersigned owner hereby agrees to pay Manning Shaw Realty, Inc. a commission of 6% of the gross consideration and one-half of the annual ground rent (1) if, during the term of this contract or any extension thereof said Manning Shaw Realty, Inc. produces a purchaser to purchase said property at the last price agreed upon between the owner and Manning-Shaw; or if said property is sold/exchanged directly by the owner or through Manning-Shaw or others during the term of this contract or any extension thereof or within six months thereafter to anyone who, with the knowledge of the owner, inspected or made inquiry or negotiated about the property.

WITNESS my hand and seal this.....day of ....., 19

.....Owner (Seal)  
.....Co-Owner (Seal)  
.....Address

Witness:

.....

## DESCRIPTION

Asking Price, \$..... Lowest Price, \$.....

Location.....

No. of Stories..... No. of Rooms.....

Built of..... When Built.....

Heated by..... Lighted by.....

Ground Rent, \$..... Tax, \$..... Water Rent, \$.....

Rent per Month, \$..... Term of Lease.....

Incumbrance, \$..... @..... % for..... Years.....

Will Take..... Mortgage at..... % for..... Years.....

Remarks .....

.....

.....

AUTHORITY TO SELL

\*10

The undersigned hereby authorized Manning-Shaw Realty, Inc., to sell my/our property described on the reverse side hereof. This authority shall continue for a period of six months from the date hereof, except that either party, by giving thirty days' prior written notice, may cancel this contract at the expiration of three months from the date hereof or at any time thereafter.

The undersigned owner hereby agrees to pay Manning Shaw Realty, Inc. a commission of 6% of the gross consideration and one-half of the annual ground rent (1) if, during the term of this contract or any extension thereof said Manning Shaw Realty, Inc. produces a purchaser to purchase said property at the last price agreed upon between the owner and Manning-Shaw; or if said property is sold/exchanged directly by the owner or through Manning-Shaw or others during the term of this contract or any extension thereof or within six months thereafter to anyone who, with the knowledge of the owner, inspected or made inquiry or negotiated about the property.

WITNESS my hand and seal this.....day of ....., 19

.....Owner (Seal)

.....Co-Owner (Seal)

.....Address

Witness:

.....

## DESCRIPTION

Asking Price, \$..... Lowest Price, \$.....

Location.....

No. of Stories..... No. of Rooms.....

Built of..... When Built.....

Heated by..... Lighted by.....

Ground Rent, \$..... Tax, \$..... Water Rent, \$.....

Rent per Month, \$..... Term of Lease.....

Incumbrance, \$..... @..... % for..... Years.....

Will Take..... Mortgage at..... % for..... Years.....

Remarks .....

.....

.....

AUTHORITY TO SELL

O.K. 11

THE UNDERSIGNED hereby authorizes Caswell Realty  
as the sole and exclusive agent for the sale of property  
as described on the other side, and agrees to pay to said Agent when a sale or  
exchange is effected a commission of 5 per cent. of the gross consideration  
and  $\frac{1}{2}$  the annual ground rent.

The owner reserves the right to withdraw the property from said Agent at  
any time after 6 months by giving a thirty (30) days notice in writing.  
But it is understood that this agreement is revokable only in writing and is not  
revokable while any negotiations are pending for sale or exchange of the property.  
And if the property is sold or exchanged subsequently to any party with whom the  
said Agent has been negotiating, the commission will be paid to said Agent.

WITNESS my hand and seal this 30 day of Nov, 1954

Witness:

M. Bernstein

Ms. Jos. Zell Owner (Seal)  
2316 Koko Lane Address



DESCRIPTION

Wi 5-8279

Asking Price, \$12,500 Lowest Price, \$

Location 2316 Hoko Lane

No. of Stories No. of Rooms

Built of When Built

Heated by forced air gas Lighted by

Ground Rent, \$96 Tax, \$215 Water Rent, \$

Rent per Month, \$ Term of Lease

Incumbrance, \$ @ % for Years

Will Take Mortgage at % for Years

Fire Insurance

Size of Lot

Remarks Reuse kitchen window & doors, wall to wall carpet, drapes, breakfast nook, corner cabinet

*on front of house - } Unsettle Bldg on all wide*

**MANNING-SHAW REALTY CO. — 1821 Eutaw Place — MADison 3-6261**

**AUTHORITY TO SELL** *Separate gas meter*

THE UNDERSIGNED hereby authorizes Manning-Shaw Realty Co. as the sole and exclusive agent for the sale of property as described on the other side, and agrees to pay said Agent when a sale or exchange is effected a commission of five per cent of the gross consideration and 1/2 the annual ground rent.

The owner reserves the right to withdraw the property from said Agent at any time after six months. But it is understood that this agreement is not revokable while any negotiations are pending for sale or exchange of the property. And if the property is sold or exchanged subsequently to any party with whom the said Agent has been negotiating, the commission will be Paid to said Agent.

*Blk 12 Zone for 1st commercial -*  
WITNESS my hand and seal this *16* day of *March*, 19 *58*

Witness:

*Leo E. Novak*  
..... Owner (Seal)

*Jan. E. Det.*  
.....

*Mel dueda Novak*  
..... Address

*ID 5705! 408 Evesham Ave #12*

No Sign

DESCRIPTION

Corner House  
Milton + Fern

Asking Price, \$ 10,500 Lowest Price, \$ 10,000

Location 1538 N Milton

No. of Stories 2 No. of Rooms 6 Rm - 2 Baths

Built of Brick When Built

Heated by Gas Hot Water Lighted by Gas

Ground Rent, \$ 120 TBC Tax, \$ 194 Water Rent, \$

Rent per Month, \$ Term of Lease

Incumbrance, \$ 4000 @ Blanket mortgage % for Years

Will Take Mortgage at % for Years

Remarks Basement stone - Kynsley pine + well tiled  
across ceiling - indirect lighting. Tile  
fl. Powder Rm in basement - 2 apt 3 Rm  
+ Bath in each apt. (2 Car Garage) Storm Windows

AUTHORITY TO SELL

The undersigned hereby authorized Manning-Shaw Realty, Inc., to sell my/our property described on the reverse side hereof. This authority shall continue for a period of six months from the date hereof, except that either party, by giving thirty days' prior written notice, may cancel this contract at the expiration of three months from the date hereof or at any time thereafter.

The undersigned owner hereby agrees to pay Manning Shaw Realty, Inc. a commission of 6% of the gross consideration and one-half of the annual ground rent (1) if, during the term of this contract or any extension thereof said Manning Shaw Realty, Inc. produces a purchaser to purchase said property at the last price agreed upon between the owner and Manning-Shaw; or if said property is sold/exchanged directly by the owner or through Manning-Shaw or others during the term of this contract or any extension thereof or within six months thereafter to anyone who, with the knowledge of the owner, inspected or made inquiry or negotiated about the property.

WITNESS my hand and seal this.....day of ....., 19

*Def*

x 3

Witness:

.....Owner (Seal)

.....Co-Owner (Seal)

.....Address

DESCRIPTION

Asking Price, \$..... Lowest Price, \$.....

Location.....

No. of Stories..... No. of Rooms.....

Built of..... When Built.....

Heated by..... Lighted by.....

Ground Rent, \$..... Tax, \$..... Water Rent, \$.....

Rent per Month, \$..... Term of Lease.....

Incumbrance, \$..... @..... % for..... Years.....

Will Take..... Mortgage at..... % for..... Years.....

Remarks .....

.....

.....



"More people are getting Younger"

# J. THOS. Younger REALTOR & ASSOCIATES



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6900 Harford Road  
Baltimore 14, Md.

May 7, 1956

Mr. William Nicholson  
Real Estate Commission of Maryland  
503 Mathieson Building  
Baltimore 2, Maryland

Dear Mr. Nicholson:

As per our conversation of May 4th, 1956, enclosed you will find a copy of a listing contract that Manning and Shaw is using. Please note the beginning of the second paragraph, "The undersigned owner agrees to pay said Broker an amount equal to the commission specified in the Standard Schedule of Rates of the Real Estate Board of Maryland, etc."

I trust that this will be taken care of immediately since we Realtors are taking a beating because of the ethics used by the above mentioned Brokers. Please return this listing to me.

Thank you.

Respectfully,

J. THOS. YOUNGER, REALTOR

*J. Thos. Younger*  
J. Thos. Younger

MAY 8 1956

3-20-4-89  
Deft X  
m. w.

Jan 56

# STANDARD LISTING CONTRACT

Baltimore, March 2, 1956

Manning Shaw, Broker, is hereby authorized to sell/rent/my/our property described on the reverse side hereof. This authority shall continue for a period of six months from the date hereof, except that either party, by giving 30 day's prior written notice, may cancel this contract at the expiration of three months from the date hereof, or at any time thereafter.

The undersigned owner agrees to pay said Broker an amount equal to the commission specified in the Standard Schedule of Rates of the Real Estate Board of Maryland (1) if during the term of this contract, or any extension thereof, said Broker produces a customer to purchase/rent said property at the last price/rental agreed upon between the owner and the Broker; or (2) if said property is sold/rented/exchanged directly by the owner or through the Broker, or others, during the term of this contract or any extension thereof, or within six months thereafter, to anyone who, with the knowledge of the owner, inspected or made inquiry about the property during the term of this contract or any extension thereof; except that said Broker shall have no claim upon the owner for any commission if the property is so sold/rented/exchanged by any other Broker after the expiration of this contract or any extension thereof. The Broker shall not be responsible for the care of the physical condition of the property involved under this agreement. This contract shall be void if broker is not a Broker.

WITNESS

Bonded Evelyn Keller

OWNER \_\_\_\_\_ (SEAL)

WITNESS

OWNER \_\_\_\_\_ (SEAL)

Broker \_\_\_\_\_ (SEAL)

OWNER'S ADDRESS \_\_\_\_\_

Commission Rates: Improved city property,

50/100 of selling price  
1/2 yr ground rent on leasehold

NOTE: do not V; write "yes" or "no."

Section Swans Zone 12 G.R. \$ 85 When at once Red? Price \$ 3,408

Location 606 Richmond Ave Lot Size

Near

Improvements 2 story Sun Parlor Cond. Good Const. Brick Age

1st Fl. Entrance Hall, LR Size Living DR. Size Bedroom Kitchen Parlor

2nd Fl. Living Bedroom Kitchen Bath

3rd Fl.

Basement cement Roof comp Type Heat Hot Fuel oil Ex. Toilet Bath

Insulation yes W. Strip yes Floors Hardwood Porches yes F. Places yes H. W. Htr. gas

Alley yes Sewerage yes Water yes Gas yes Laundry yes Post Sign yes

Garage Size Poss'n When 12 Assm't \$ 197 Taxes \$

Occupied by owner & tenant W. R. \$

Distance to: Transportation Schools Heat Cost \$ 85

Stores Churches Maint. Fee \$

Mortgages Bradford Savings 6,800.00 Met. Dist. Chg. \$

Included in Sale: Kitchen stove, oil burner, radiator covers, screens, window shades, venetian blinds, awnings, linoleum, storm doors, storm windows, shrubbery, electric light fixtures, curtain rods.

Remarks



June 25, 1957

Mr. J. Calvin Carney  
5th Floor Central Savings Bank Bldg.  
Baltimore 2, Maryland

Dear Mr. Carney:

You are hereby requested to appear before this Commission on Tuesday, July 9th at 2.00 P.M. with Mr. Manuel M. Bernstein and Mr. Warren S. Shaw, trading as Manning-Shaw Realty Company, relative to the complaint filed against them by Mr. Wilbert Tyree.

Yours very truly,

WGN:m

---

W.D. Nicholson, Executive Secretary

Comp. Ex. G.

SJK

2/3/57

June 25, 1957

Mr. Joseph H. Omansky  
536 Equitable Building  
Calvert and Fayette Streets  
Baltimore 2, Maryland

Dear Mr. Omansky:

You are hereby requested to appear before this Commission on Tuesday, July 9th at 2.00 P.M. with Mr. and Mrs. Wilbert Tyree relative to the complaint they filed against Mr. Manuel M. Bernstein and Mr. Warren S. Shaw, trading as Manning-Shaw Realty Company.

Yours very truly,

WGN:sm

---

W.G. Nicholson, Executive Secretary

May 27, 1957

Omanchy,

Survivors on a

Hearing

997.

Set  
~~Survivors~~ 25 (a)  
Subj. 9

LAW OFFICES OF  
JOSEPH H. OMANSKY  
536 EQUITABLE BUILDING  
CALVERT AND FAYETTE STREETS  
BALTIMORE - 2  
MULBERRY 5-0111

May 21, 1957

Manning-Shaw Realty Company  
1821 Eutaw Place  
Baltimore 17, Maryland

Gentlemen:

As you know this office represents Mr. & Mrs. Wilbert Tyree in their claims against you for money which you are improperly holding that belongs to them.

Unless your check in the amount of One hundred seventy five (\$175.00) dollars is forth coming on or before Friday, May 24, 1957, all appropriate action will be taken to protect the interests of my clients.

Very truly yours,

OMANSKY & ROMBRO

By: 

Joseph H. Omansky

JHO:ss

CC: Real Estate Commission of Maryland ✓

MAY 22 1957

LAW OFFICES  
J. CALVIN CARNEY  
J. CALVIN CARNEY, JR.  
BLANCHARD D. CARNEY

COPY

3 E. LEXINGTON STREET  
BALTIMORE 2, MD.

May 27, 1957

Messrs. Omansky & Rombro  
Equitable Building  
Baltimore 2, Maryland

Attention: Joseph H. Omansky, Esq.  
Re: Wilbert Tyree et al vs. Manning-Shaw  
Realty Co.

Gentlemen:

Manning-Shaw Realty Co. has referred  
to me for attention your letter to them dated  
May 21st, 1957, reading as follows:

"As you know this office repre-  
sents Mr. & Mrs. Wilbert Tyree  
in their claims against you for  
money which you are improperly  
holding that belongs to them.

Unless your check in the amount  
of One Hundred seventy five  
(\$175.00) dollars is forth-  
coming on or before Friday,  
May 24, 1957, all appropriate  
action will be taken to pro-  
tect the interests of my  
clients."

a copy of which was sent to the Real Estate Com-  
mission of Maryland. This is the same claim on  
which you lodged complaint before the Real Estate  
Commission under date of January 15, 1957, in  
response to which Manning-Shaw Realty Co. filed  
a full Answer under date of January 19, 1957.

MAY 27 1957

Messrs. Omansky & Rombro  
May 27, 1957  
Page Two

It is my understanding that the Real Estate Commission dismissed this complaint, along with others at the same time.

I have carefully investigated the entire matter of your clients' Complaint of January 15, 1957, and my clients' Answer of January 19, 1957, before the Real Estate Commission, and also your letter of May 21, 1957. As part of this investigation, I have interviewed all the witnesses of my clients' organization involved in these transactions, and also examined and have in my file the documentary evidence. I have advised my clients that, in my opinion, they are not indebted to your clients in any sum whatsoever.

I believe that a proper review of the facts will demonstrate that your clients do not have a justifiable claim. I shall be pleased to exhibit to you all the information that I have with regards to the subject matter.

In my opinion, as above set forth, my clients are fully entitled to the retention of the sum of One Hundred Seventy-Five Dollars (\$175.00), which they retain. My clients are responsible persons who are willing and able to meet any proper claims against them. I have advised them that they should not submit to pressure claims which have no justification, in my opinion, and certainly in any event it is a civil matter which should be adjudicated in a Civil Court.

If you still feel that your clients have a proper claim, I suggest that you file

Messrs. Omansky & Rombro  
May 27, 1957  
Page Three

suit, and I will file a prompt Answer and produce facts and law which I think will clearly demonstrate that your clients have no proper claim against my clients.

Yours very truly,



J. Calvin Carney

JCC/mal

Mr. Amansky at  
Mr. 5-0111, counsel for  
Wilbur Tyree who filed  
a complaint against  
Manning - Shaw April 9,



RESIDENTIAL  
COMMERCIAL  
PROPERTY MANAGEMENT

## MANNING-SHAW REALTY CO.

1821 EUTAW PLACE  
BALTIMORE 17, MARYLAND

MORTGAGES  
GROUND RENTS  
BUSINESS OPPORTUNITIES

January 19, 1957

RE: Complaint: Wilbert Tyree  
VS  
Manning-Shaw Realty Co

Gentlemen:

On April 28, 1955 our agent Mr William Taylor listed property at No. 1103 N. Ashburton St., to be sold for \$8,000.00 and no lower than \$7,000.00 for a period of 6 months. This low price of \$7,000.00 was purportedly \$200.00 in excess of the price Mr and Mrs Tyree paid for the property.

On August 26th a contract was entered into between Wilbert Tyree and wife and Curtis Harris and wife. This contract was processed thru the Vermont Federal Savings and loan and a GI mortgage was obtained on or about October 26, 1955. We admeately notified all parties of the loan approval, however the notification to the purchasers Mr and Mrs Harris was returned marked by the post office returned to writer. We notified the Tyrees of this and told them we were holding the \$125.00 deposit as our commission and told them to confer with there attorney in regards to legal action against Mr and Mrs Harris, who had dissappeared, however they simply agreed to obtain another buyer. To this point, to my knowledge there was no mentione of the ability of the Tyrees to purchase another dwelling, although they were negotiating on a property at No. 2738 Beryl Ave., and they knew the amount of the down payment necessary for them to purchase this home. When the Tyrees commenced negotiating on No. 2738 Beryl Ave., they paid a deposit of \$50.00 on this home and the terms of the deal were vividly explained to them at the time of their purchase. This sale was commenced shortly after the first sale of the property to Mr and mrs Harris, however we told the Tyrees that they would have to give possession to the Harris family and they agreed that they would move in with relatives until the deal on Beryl Ave., went through.

On October 2nd, 1955 we obtained a 2nd contract on this property, since as early as the end of September the Harris informed the Tyrees and this office that they were impatint about waiting for a GI loan and we decided to put the home back on the market, and as we were led to believe the Harris family dissappeared and we went into this second contract with Walter A. Baker and wife and the Tyrees. This contract was processed thru the Vermont Federal Savings and Loan Association and a GI loan commitment was obtained on or about November 15, 1955. This second deal was sold thru our agent Mr George Stragghn who set this deal up sometime in December 1955 with the office of William C. Rogers, Attorney for the Vermont Federal Savings and Loan Association. At the time of settlement the Tyrees appeared with there Attorney and refused to go thru with the settlement. Our agent tried every thing to try to close the sale but there attorney found a loop-hole in the contract and stood on that ground. The second buyer Mr Baker at first said he would commence legal action to make the ~~HE~~ Tyrees sell, but later came in and asked for his deposit back, which we gave him. When we questioned the Tyrees about the contract outstanding on No. 2738 Beryl Ave and told them we were going to keep there deposit for failing to complete same, they said "We are dropping the whold thing","Call our lawyer". Our agent Mr Stragghn was told by there attorney that they werẽ dropping the matter.

JAN 21 1957

*Handwritten:*  
Manning-Shaw Realty Co.  
dropped 4/16/57  
4/16/57

*Handwritten:*  
Appeal x 3

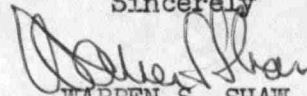
We have the deposit of \$125.00 paid by the Harris family on the Tyree home, and feel justified to keep same since the Harris family was sold and financed and we feel justified to earn a portion of our commission.

We have the deposit paid by the Tyree family on No. 2738 Beryl Ave., since they defaulted there contract by their very own words, and I must point out, there has been no request by the Tyrees for there money back to this office or the selling agent and we feel justified in keeping there deposit, since they defaulted there contract.

Regarding the contract used on the date of these transaction, please be informed that we know of the rule forbidding non members of the Real Estate Bd to use there contracts, however at that time we were not aware of all of the rules of Real Estate Code of Maryland, and as early as January 1956 we commenced using contracts which were not in violation of any Real Estate Code. (Samples enclosed).

We indeed regret that the Tyrees have made statements to you that are not in accordance with what has been revealed to this office.

Sincerely



WARREN S. SHAW  
MANNING-SHAW REALTY CO

JAN 21 1957

# Standard Contract of Sale

Manning-Shaw Realty Co.

117 WEST LOMBARD STREET

PLaze 2-8270

This Agreement of Sale, made this 9th day of November

nineteen hundred and fifty-six, between

Warren S. Shaw and Manuel M. Bernstein Seller, and

John Trent and Thelma Trent, his wife, Buyer

**Witness** That the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in

City of Baltimore, State of Maryland and better known as No. 2134 Mt. Holly Street, subject to the payment of an annual ground rent of \$90.00 to be created by a 99 year lease renewable forever and redeemable in 5 years from date of creation upon 1 month's written notice at a capitalization of 6% per annum in accordance to the laws of the State of Maryland.

at and for the price of

EIGHT THOUSAND FIVE HUNDRED DOLLARS Dollars (\$ 8,500.00 )

of which FIVE HUNDRED DOLLARS Dollars (\$ 500.00 )

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

Additional deposit of \$500.00 to be paid on or before the date of settlement.

Balance in cash on the date of settlement, conditioned upon the buyers obtaining a V.A. guaranteed mortgage in the amount of \$7,500.00 to be amortized over a period of 20 years at an interest rate not to exceed 4 1/2% per annum.

Settlement to take place on or before 90 days of the date hereon.

In the event the above described mortgage cannot be obtained, this Contract shall become null and void and all monies paid hereon shall be returned to the buyers at once.

This sale includes all fixtures of a permanent nature including: all personal property now located on premises.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities above ground and any other easements which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or possession given. It is agreed that should the buyers default this contract subject buyers will forfeit their above deposit money and waive all right to recover their deposit.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators and assigns, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

Seller hereby agrees to pay commission on this sale, in accordance with the Customary Commission Schedule to:

**Witness** in triplicate the hands and seals of the parties hereto the day and year first above written.

WITNESS—AS TO SELLER'S SIGNATURE

SELLER'S SIGNATURE

(SEAL)

WITNESS—AS TO SELLER'S SIGNATURE

SELLER'S SIGNATURE

(SEAL)

WITNESS—AS TO BUYER'S SIGNATURE

BUYER'S SIGNATURE

(SEAL)

WITNESS—AS TO BUYER'S SIGNATURE

BUYER'S SIGNATURE

(SEAL)

JAN 21 1957

*Manuel M. Bernstein*

*John L. Trent*

*Thelma Trent*

# Standard Contract of Sale

Manning-Shaw Realty Co.

1821 EUTAW PLACE

MAdison 3-6261

This Agreement of Sale, made this ..... day of .....  
nineteen hundred and ....., between .....  
..... Seller, and  
....., Buyer

**Witness** That the said Seller does hereby bargain and sell unto the said Buyer, and the latter  
does hereby purchase from the former the following described property, situate and lying in.....

at and for the price of.....  
..... Dollars (\$.....)  
of which..... Dollars (\$.....)  
have been paid prior to the signing hereof, and the balance to be paid as follows: .....

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities above ground and any other easements which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or possession given. It is agreed that should the buyers default this contract subject buyers will forfeit their above deposit money and waive all right to recover their deposit.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators and assigns, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

Seller hereby agrees to pay commission on this sale, in accordance with the Customary Commission Schedule to:

**Witness** in triplicate the hands and seals of the parties hereto the day and year first above written.

..... (SEAL)  
WITNESS—AS TO SELLER'S SIGNATURE ..... SELLER'S SIGNATURE  
..... (SEAL)  
WITNESS—AS TO SELLER'S SIGNATURE ..... SELLER'S SIGNATURE  
..... (SEAL)  
WITNESS—AS TO BUYER'S SIGNATURE ..... BUYER'S SIGNATURE  
..... (SEAL)  
WITNESS—AS TO BUYER'S SIGNATURE ..... BUYER'S SIGNATURE

JAN 21 1957

January 18, 1957

Manning-Shaw Realty Company  
1821 Eutaw Place  
Baltimore 17, Maryland

Gentlemen:

We enclose herewith a copy of a complaint filed against you by Mr. Wilbert Tyree which is self-explanatory.

This Commission would like your reply to the charges made.

Yours very truly,

WGN:m

---

W.G. Nicholson, Executive Secretary

REAL ESTATE COMMISSION OF MARYLAND

COMPLAINT

WILBERT TYREE

vs.

MANNING-SHAW REALTY CO.

I hereby file with the Real Estate Commission of Maryland a complaint against Manuel Bernstein and Warren Shaw t/a Manning-Shaw Realty Company

in that they

1. Secured a contract on my property, 1103 Ashburton Street, after receiving an exclusive listing, in August of 1955 and after accepting payments from the Contract Purchaser for a period of time, without authority from me, released the Purchaser from the Contract without any authority whatsoever. The money that was collected from Manning-Shaw Realty Company on the downpayment was retained by them.

2. The above mentioned contract and a subsequent contract was entered into by myself and my wife with the assurance that the money obtained from the sale of 1103 Ashburton Street would be sufficient for the downpayment on another house and a G I Loan could be obtained. A fifty (\$50.00) dollar deposit was given by myself and my wife to the Manning-Shaw Realty Company on another house but three (3) weeks before the scheduled settlement for the property, 1103 Ashburton Street we were informed by the Manning-Shaw Realty Company that the amount of money that we would derive from the sale of our house would not be sufficient downpayment on the house they proposed to sell to us and they had no other house that they could substitute in its place. We were faced with the position of having to move from our property with no place to go. The fifty (\$50.00) dollar deposit was retained by the Manning-Shaw Realty Company and has not been returned to us despite request for same.

3. All of the contracts entered into by myself and my wife as sellers were drawn by the Manning-Shaw Realty Company on contract forms which contained at the top and bottom of the contract that that form was approved by the Real Estate Board of Baltimore.

Date 1/15/1957

Wilbert Tyree  
Signature of Complainant

1103 Ashburton St  
Address

Telephone Number

If additional space is required use separate sheet of paper, sign and attach hereto.

REAL ESTATE COMMISSION OF MARYLAND

COMPLAINT

WILBERT TYREE

vs.

MANNING-SHAW REALTY CO.

I hereby file with the Real Estate Commission of Maryland a complaint against

Manuel Bernstein and Warren Shaw t/a Manning-Shaw Realty Company

in that they

1. Secured a contract on my property, 1103 Ashburton Street, after receiving an exclusive listing, in August of 1955 and after accepting payments from the Contract Purchaser for a period of time, without authority from me, released the Purchaser from the Contract without any authority whatsoever. The money that was collected from Manning-Shaw Realty Company on the downpayment was retained by them.

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3. All of the contracts entered into by myself and my wife as sellers were drawn by the Manning-Shaw Realty Company on contract forms which contained at the top and bottom of the contract that that form was approved by the Real Estate Board of Baltimore.

Date 1/15/1957

✓ Wilbert Tyree

Signature of Complainant

1103 Ashburton Street

Address

Telephone Number

If additional space is required use separate sheet of paper, sign and attach hereto.

EXH B

NOTE:—Only Active Members of the Real Estate Board are REALTORS

**STANDARD LISTING CONTRACT***Promulgated by the Real Estate Board of Greater Baltimore*

Baltimore, \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_, Realtor, is hereby authorized to sell/rent/my/our property described on the reverse side hereof. This authority shall continue for a period of six months from the date hereof, except that either party, by giving 30 days' prior written notice, may cancel this contract at the expiration of three months from the date hereof, or at any time thereafter.

The undersigned owner agrees to pay said Realtor an amount equal to the commission specified in the Standard Schedule of Rates of the Real Estate Board of Greater Baltimore (1) if during the term of this contract, or any extension thereof, said Realtor produces a customer to purchase/rent said property at the last price/rental agreed upon between the owner and the Realtor ; or (2) if said property is sold/rented/exchanged directly by the owner or through the Realtor , or others, during the term of this contract or any extension thereof, or within six months thereafter, to anyone who, with the knowledge of the owner, inspected or made inquiry about the property during the term of this contract or any extension thereof; except that said Realtor shall have no claim upon the owner for any commission if the property is so sold/rented/exchanged by any other Realtor after the expiration of this contract or any extension thereof. The Realtor shall not be responsible for the care of the physical condition of the property involved under this agreement. This contract shall be void if broker is not a Realtor.

WITNESS

OWNER \_\_\_\_\_ (SEAL)

WITNESS

OWNER \_\_\_\_\_ (SEAL)

REALTOR \_\_\_\_\_ (SEAL)

OWNER'S ADDRESS \_\_\_\_\_

**Commission Rates:** Improved property, 6%. Unimproved property, 10% on first \$5,000 and 6% on balance. On all leaseholds add to these rates a fee equal to one-half of annual ground rent. Minimum charge on any sale, \$50. For rates on other classes of property, definitions, etc., see Standard Schedule.



NOTE: do not  $\checkmark$ ; write "yes" or "no."

Section \_\_\_\_\_ Zone \_\_\_\_\_ G. R. \$ \_\_\_\_\_ When  
Red? \_\_\_\_\_ Price \$ \_\_\_\_\_

Location \_\_\_\_\_ Lot Size \_\_\_\_\_

Near \_\_\_\_\_

Improvements \_\_\_\_\_ Cond. \_\_\_\_\_ Const. \_\_\_\_\_ Age \_\_\_\_\_

1st Fl. \_\_\_\_\_ Hall, LR. Size \_\_\_\_\_ DR. Size \_\_\_\_\_

2nd Fl. \_\_\_\_\_

3rd Fl. \_\_\_\_\_

Basement \_\_\_\_\_ Roof \_\_\_\_\_ Type Heat \_\_\_\_\_ Fuel \_\_\_\_\_ Ex. Toilet \_\_\_\_\_

Insulation \_\_\_\_\_ W. Strip \_\_\_\_\_ Floors \_\_\_\_\_ Porches \_\_\_\_\_ F. Places \_\_\_\_\_ H. W. Htr. \_\_\_\_\_

Alley \_\_\_\_\_ Sewerage \_\_\_\_\_ Water \_\_\_\_\_ Gas \_\_\_\_\_ Laundry \_\_\_\_\_ Post Sign \_\_\_\_\_

Garage Size \_\_\_\_\_ Poss'n When \_\_\_\_\_ Assm't \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_

Occupied by \_\_\_\_\_ W. R. \$ \_\_\_\_\_

Distance to: Transportation \_\_\_\_\_ Schools \_\_\_\_\_ Heat Cost \$ \_\_\_\_\_

Stores \_\_\_\_\_ Churches \_\_\_\_\_ Maint. Fee \$ \_\_\_\_\_

Mortgagee \_\_\_\_\_ Met. Dist. Chg. \$ \_\_\_\_\_

Amount of Insurance \_\_\_\_\_ Ins. Brokers Name \_\_\_\_\_

Included in Sale: Kitchen stove, oil burner, radiator covers, screens, window shades, venetian blinds, awnings, linoleum, storm doors, storm windows, shrubbery, electric light fixtures, curtain rods, T-V Aerial.

Remarks \_\_\_\_\_

EXHA



NOTE:—Only Active Members of the Real Estate Board are REALTORS

**STANDARD LISTING CONTRACT**

Promulgated by the Real Estate Board of Baltimore

BUTLER &amp; NEALE, INC. Baltimore, June 4 1958

3529 EDMONDSON AVE. BALTO., 29

\_\_\_\_\_, Realtor, is hereby authorized to sell/rent/my/our property described on the reverse side hereof. This authority shall continue for a period of six months from the date hereof, except that either party, by giving 30 day's prior written notice, may cancel this contract at the expiration of three months from the date hereof, or at any time thereafter.

The undersigned owner agrees to pay said Realtor an amount equal to the commission specified in the Standard Schedule of Rates of the Real Estate Board of Baltimore (1) if during the term of this contract, or any extension thereof, said Realtor produces a customer to purchase/rent said property at the last price/rental agreed upon between the owner and the Realtor ; or (2) if said property is sold/rented/exchanged directly by the owner or through the Realtor , or others, during the term of this contract or any extension thereof, or within six months thereafter, to anyone who, with the knowledge of the owner, inspected or made inquiry about the property during the term of this contract or any extension thereof; except that said Realtor shall have no claim upon the owner for any commission if the property is so sold/rented/exchanged by any other Realtor after the expiration of this contract or any extension thereof. The Realtor shall not be responsible for the care of the physical condition of the property involved under this agreement. This contract shall be void if broker is not a Realtor.

WITNESS

Shupp 206-7285-Willis 0996  
BUTLER & NEALE, INC.

OWNER \_\_\_\_\_

(SEAL)

WITNESS

3529 EDMONDSON AVE. BALTO., 29

OWNER \_\_\_\_\_

(SEAL)

REALTOR \_\_\_\_\_

(SEAL)

OWNER'S ADDRESS \_\_\_\_\_

Commission Rates: Improved city property, 5% on first \$50,000 and 3% on balance. Improved county property, 5% straight. Unimproved property, 10% on first \$1,000 and 5% on balance. On all leaseholds add to these rates a fee equal to one-half of annual ground rent. Minimum charge on any sale, \$50. For rates on other classes of property, definitions, etc., see Standard Schedule

NOTE: do not V; write "yes" or "no."

Section Edmondson Hill Zone 29 G. R. \$ 90 When Red? Now Price \$ 10200 <sup>Offer</sup>

Location 916 Lyndhurst St Lot Size \_\_\_\_\_

Near \_\_\_\_\_

Improvements 2 Story Row Cond. Ex Const. Brk Age 15 yrs

1st Fl. \_\_\_\_\_ Hall, L.R. Size 4 DR. Size 4 Modern Kit

2nd Fl. 3 Bedrooms with bath with shower enclosure

3rd Fl. \_\_\_\_\_

Basement Club 2nd floor new Guaranteed Key in Office

Roof Comp Type Heat H W Fuel Oil Ex. Toilet 7 <sup>Hub</sup>

Insulation 7 W. Strip 7 Floors H W Porches Flt F. Places 4 H. W. Htr. 7 <sup>Unit 204</sup>

Alley 7 Sewerage 7 Water 7 Gas 7 Laundry 7 Post Sign 7 <sup>Guarantee</sup>

Garage Size 7 Poss'n When Owned Assm't \$ 6920 Taxes \$ 286

Occupied by Mrs Farley - Tel - 2658 W. R. \$ rent

Distance to: Transportation 1 1/2 Blk Schools \_\_\_\_\_ Heat Cost \$ 55<sup>00</sup>

Stores \_\_\_\_\_ Churches \_\_\_\_\_ Maint. Fee \$ \_\_\_\_\_

Mortgagee \_\_\_\_\_ Met. Dist. Chg. \$ \_\_\_\_\_

Amount of Insurance \_\_\_\_\_ Ins. Brokers Name \_\_\_\_\_

Included in Sale: Kitchen stove, oil burner, radiator covers, screens, window shades, venetian blinds, awnings, linoleum, storm doors, storm windows, shrubbery, electric light fixtures, curtain rods, ~~4~~ <sup>1</sup> ~~Animal~~.

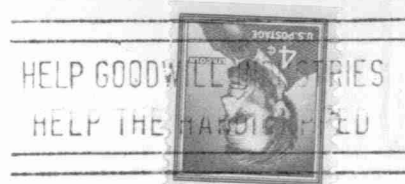
Remarks All Aluminum Storm Windows & doors - Brackets - A Few Rose bushes to be taken - Tel Jacks all over, Newly Painted - Washes



**MANNING-SHAW REALTY, INC.**

1821 EUTAW PLACE

BALTIMORE 17, MARYLAND



Mrs. Mildred Farley  
916 Lyndhurst Ave.  
Baltimore, Md.

March 18, 1959

Mr. William G. Nicholson  
Bellona Avenue W. of Charles Street  
Baltimore 12, Md.

Dear Mr. Nicholson:

You are hereby requested to appear at this office on Tuesday, March 24th at 10.00 A.M. to testify in the complaint of Allendale-Lyndhurst Improvement Association, Inc. against Manning-Shaw Realty Company regarding the listing contracts used by the defendants.

Yours very truly,

---

Samuel T. Abrams, Executive Secretary

STA:m

March 16, 1959

Mr. Herbert J. Arnold  
301 Vickers Building  
Baltimore 1, Maryland

Dear Mr. Arnold:

You are hereby requested to appear at this office on Tuesday, March 24th at 10.00 A.M. relative to the complaint you filed in behalf of the Allendale-Lyndhurst Improvement Association, Inc. against Manuel M. Bernstein and Warren S. Shaw, T/A Manning-Shaw Realty Company.

Yours very truly,

STA:m

---

Samuel T. Abrams, Executive Secretary

Copy to Mr. Melvin A. Sykes

March 16, 1959

Mr. J. Calvin Carney  
5th Floor Central Savings Bank Building  
Baltimore 2, Maryland

Dear Mr. Carney:

You are hereby requested to appear at this office on Tuesday, March 24th at 10.00 A.M. with your clients Manuel M. Bernstein and Warren S. Shaw, T/A Manning-Shaw Realty Company relative to the complaint filed against them by Mr. Herbert J. Arnold in behalf of the Allendale-Lyndhurst Improvement Association, Inc.

Yours very truly,

STA:m

---

Samuel T. Abrams, Executive Secretary



February 16, 1959

Mr. Herbert J. Arnold  
301 Vickers Building  
Baltimore 1, Maryland

Dear Mr. Arnold:

You are hereby requested to appear at this office on Wednesday, February 25th at 10.00 A.M. relative to the complaint you filed in behalf of the Allendale-Lyndhurst Improvement Association, Inc. against Manuel M. Bernstein and Warren S. Shaw, T/A Manning-Shaw Realty Co.

Yours very truly,

STA:m

Samuel T. Abrams, Executive Secretary

Copy to Mr. Melvin A. Sykes

*Postponed  
March 2<sup>nd</sup> 10<sup>00</sup>  
M.A.C. initials*

February 16, 1959

Mr. J. Calvin Carney  
5th Floor Central Savings Bank Building  
Baltimore 2, Maryland

Dear Mr. Carney:

You are hereby requested to appear at this office on Wednesday, February 25th at 10.00 A.M. with your clients Manuel M. Bernstein and Warren S. Shaw, T/A Manning-Shaw Realty Company relative to the complaint filed against them by Mr. Herbert J. Arnold in behalf of the Allendale-Lyndhurst Improvement Association, Inc.

Yours very truly,

STA:m

---

Samuel T. Abrams, Executive Secretary

January 23, 1959

Mr. J. Calvin Carney  
5th Floor Central Savings Bank Building  
Baltimore 2, Maryland

Dear Mr. Carney:

You are hereby requested to appear at this office on Wednesday, February 4th at 10.00 A.M. with your clients Manuel M. Bernstein and Warren S. Shaw, T/A Manning Shaw Realty Company relative to the complaint filed against them by Mr. Herbert J. Arnold in behalf of the Allendale-Lyndhurst Improvement Association, Inc.

Yours very truly,

WIN:m

---

W.G. Nicholson, Executive Secretary

January 23rd, 1959

Mr. Herbert J. Arnold  
301 Vickers Building  
Baltimore 1, Md.

Dear Mr. Arnold:

You are hereby requested to appear at this office on Wednesday, February 4th at 10.00 A.M. relative to the complaint you filed in behalf of the Allendale-Lyndhurst Improvement Association, Inc. against Manuel M. Bernstein and Warren S. Shaw, T/A Manning-Shaw Realty Co.

Yours very truly,

WGN:m

---

W.G. Nicholson, Executive Secretary

Copy to Mr. Melvin A. Sykes

December 4, 1958

Mr. Herbert J. Arnold  
301 Vickers Building  
Baltimore 1, Maryland

Dear Mr. Arnold:

You are hereby requested to appear at this office on Friday, December 19th at 10.00 A.M. relative to the complaint you filed in behalf of the Allendale-Lyndhurst Improvement Association, Inc. against Manuel M. Bernstein and Warren S. Shaw, T/A Manning-Shaw Realty Co.

Yours very truly,

WGN:m

---

W.G. Nicholson, Executive Secretary

December 4, 1958

Mr. J. Calvin Carney  
5th Floor Central Savings Bank Bldg.  
Baltimore 2, Maryland

Dear Mr. Carney:

You are hereby requested to appear at this office on Friday, December 19th at 10.00 A.M. with your clients Manuel M. Bernstein and Warren S. Shaw, T/A Manning Shaw Realty Company relative to the complaint filed against them by Mr. Herbert J. Arnold in behalf of the Allendale-Lyndhurst Improvement Association, Inc.

Tours very truly,

WGN:m

---

W.G. Nicholson, Executive Secretary

October 14, 1958

Mr. J. Calvin Carney  
5th Floor Central Savings Bank Bldg.  
S.E. cor. Charles & Lexington Sts.  
Baltimore 2, Maryland

Dear Mr. Carney:

We enclose herewith a copy of a complaint filed with this Commission by Mr. Herbert J. Arnold, Attorney, in behalf of Allendale-Lyndhurst Improvement Association, Inc. against Manuel M. Bernstein and Warren S. Shaw, T/A Manning-Shaw Realty Company.

This Commission would like a reply to the charges made.

Yours very truly,

WGN:m

---

W.G. Nicholson, Executive Secretary

LAW OFFICES

J. CALVIN CARNEY  
J. CALVIN CARNEY, JR.  
BLANCHARD D. CARNEY

5TH FLOOR CENTRAL SAVINGS BANK BLDG.  
SOUTHEAST CORNER CHARLES & LEXINGTON STS.  
BALTIMORE-2, MD.

November 14, 1958

Real Estate Commission of Maryland  
503 Mathieson Building  
Baltimore 2, Maryland

Attention: Mr. W. G. Nicholson, Executive Secretary

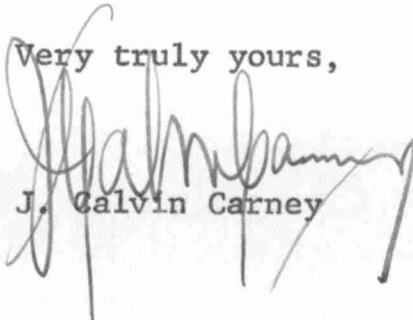
Re: Allendale-Lyndhurst Improvement Assn., Inc. vs.  
Manuel M. Bernstein and Warren S. Shaw

Dear Mr. Nicholson:

I enclose herewith Answer in the above matter,  
which please file. I have mailed a copy to Herbert J.  
Arnold, Attorney for Complainant.

I also enclose herewith three additional copies  
which may be made available to the members of the Commission.

Very truly yours,

  
J. Calvin Carney

JCC:mem  
Enclosures

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ms Monday see to