Harman Schaferman
vs
Wm O'Brien, Saml
Harman, Conrad
Leiman et al

Be it Remembered, That now here, on the first Monday in June being the First day of the said month, in the year of our Lord one thousand eight hundred and sixty three the Judge of the Superior Court of Baltimore City being in the fifth Judicial Circuit of Maryland, in pursuance of the directions of the Act of Assembly in such case made and provided, transmit to the Court of Appeals here the Record of Proceedings of a Cause which was lately depending before him in the said Superior Court of Baltimore City between Wm O'Brien & Saml Harman plaintiffs and Conrad Leiman and others defendants, and wherein the said Superior Court gave Decree for the said Wm O'Brien et al against the said Harman Schaferman, and from which said Decree the said Harman Schaferman appealed to the Court of Appeals here, the tenor of which said Record of Proceedings is in form following, to wit:

State of Maryland
City of Baltimore To wit:

At a Session of the Circuit Court for Baltimore City in the fifth Judicial Circuit of the State of Maryland began and held at the Court House in said City on the second Monday in September being the Eighth day of the same Month in the year of our Lord Eighteen hundred and sixty two.

Present
The Honorable
William George Krebs Judge
Edward R. Sparks Esquire Sheriff
J. Thomas Adams Clerk

Among other were the following proceedings to wit:

William O'Brien &
Samuel Harman
Vs
Conrad Leiman
Harman Schaferman &
William Seip

Be it remembered that heretofore to wit on the Fourth day of December in the year of our Lord Eighteen hundred and fifty seven came William O'Brien into the Circuit Court for Baltimore City here by Patrick McLaughlin Esquire his Solicitor and Exhibited to the said Court his Bill of Complaint in form following to wit:

To the Hon. Wm Geo. Krebs Judge of the Circuit Court for Baltimore City.

The Bill of complaint of William O'Brien of said City, who sues as well for himself as all other creditors of a certain Conrad Leiman humbly shews unto your Honor that on the 18th day of September 1852 one Conrad Leiman of the city aforesaid was indebted unto Robert W. Pendleton in the sum of Two hundred and seventy five dollars; that the said Pendleton on the 25th day of October 1852 instituted a suit in the Court of Common Pleas against the said Leiman to recover the amount of the said indebtedness and that the said Leiman on the 9th day of June 1853 confessed judgment in the above suit for the amount of the said indebtedness, and interest thereon from the 18th day of September 1852 and costs; all whereof will appear by reference to a copy of the docket entries in the afore mentioned suit herewith filed as part of this bill. And your Orator further shews that on the 1st day of December 1857, he bought the said judgement of the said Pendleton and had the same entered on the docket to his use. And your Orator further shews that the said Leiman on the 19th day of June 1849 leased from one Alexander Gould a lot of ground situated in the City aforesaid, and lying on the Northwest corner of Light and Heath Streets, having a front of thirty three feet on Light street, and a depth of one hundred and twenty feet on Heath Street, running back to Ropewalk Lane, with a width of sixty four feet on said Lane, subject to the payment of an annual ground rent of thirty three dollars.

And your Orator in like manner avers, and charges that the said Leiman by Deed dated the 30th of September 1852 and recorded among the Land Records of said City, on the 10th day of January 1853 in Liber C.D. No. 27 Folio 390 &c conveyed or pretended to convey unto one Harman Schaferman the ground aforesaid for the pretended consideration of Fifteen hundred dollars, a copy of which deed will be hereafter filed in this cause as part of this bill. And your Orator further more shews and charges that, at the time of leasing the ground aforesaid the said Leiman improved the same by erecting thereon good and substantial houses worth as your Orator believes and charges about Three thousand dollars. That the deed of Sept 30th aforesaid was executed by the said Leiman and accepted by the said Schaferman with the understanding that the latter should hold the property therein mentioned in secret trust for the use and benefit of the former until such time as it might suit him to have the same reconveyed or otherwise disposed of for his advantage. That the said Leiman has in fact ever since that time (Sept 30th 1852) acted as absolute owner of the said property and either received the rents thereof or occupied