Chattel Records of Baltimore City.

(Seal) (U.S. Stamp) In testimony whereof, I hereto set my hand and affix the Seal of the Superior Court of Baltimore City this 18th day of January A.D. 1872.

Geo. Robinson Clerk.

Opinion filed 28th May 1872.

Conrad Ruhl and Henry Ruhl vs John Walter and Catherine Walter

In the Circuit Court of Baltimore City May term 1872

The circumstances disclosed by the proof in this case, are such as to leave no doubt in my mind of the fraudulent character of these conveyances. Let me state the circumstances.

In the 1st place as to the conveyance by John Walter to his father, Adam Walter.

The proof shows that Adam was possessed of no property, within the knowledge of his son George Walter, in whose house he lived, in answer to the question, if he knew whether his father had any property or not at the time of the alleged purchase, he replied, that he did not know." Did he know whether he was worth as much as $500." he replied, I don't know".

Then John Ulrich testified that he knew Adam Walter, that he came to his house to sell bakers peels, or wooden shovels (which appears by the evidence of his sons to have been their fathers business) and that he begged him to buy some of his peels saying that he was very poor and had nothing but what he got from their sale to buy clothes and shoes. And no attempt was made to show this was not true, that Adam Walter was possessed of any visible means with which to buy this property from his son John Walter as sworn to.

Then as to the conveyance from Adam Walter to the wife of John Walter. The conveyance of the house by the father, to his son's wife was made four days after the deed to him by his son. What motives are assigned for these conveyances? John says, he sold the house to his father "because he had no money to live on or buy flour." Why did his father sell to John's wife? Hear John Walter." my wife Catherine Walter did not know that I sold the house, and did not like to leave the house, and she bought it from Adam Walter with the money that she had got from her first husband" He saw the money paid &c.".

And the wife swears that she paid the money to Adam,

not, however, $1625. the consideration mentioned in the deed, but $900. she says she got the money from her former husband, She says the whole amount she had was $1500, that she had kept it all by her, uninvested, ever since her marriage with the exception of $600. which she had lent to present husband for a short time, when he paid it back &c. the husband swears to the same story. Yet his brother George says that John told him he only got $700 or 800 dollars, with his wife, and that she told him, about six years ago that she had about 800 or 900 dollars in Bank. John Stumpfly, swears that Catherine Walter told him that her first husband left her $600 besides the furniture. And John Seid swears that she told him they were very poor; that her first husband only left her about $600. – Catherine says there was no administration upon the Estate of her first husband in the Orphan's Court, and that no one knew she had this money except her husband, John Walter. And there is no proof but hers and her husband's that she got anything from her first husband, or that she was possessed of any means of her own at the time these transfers were made to her. She swears that she got $1500. and kept it by her in the house. But is it all probable and can it be believed that she kept so large a sum of money by her uninvested for so long a time as she swears she did – from the year 1864, when her first husband died to the year 1870, when the house was assigned to her by Adam Walter.

Can anyone believe that these transfers of property were bona fide. The proof shows as far as it goes, that Adam Walter had no property, or visible means, wherewith to make the purchase sworn to. Then as to the transfers to the wife, her possession of independant means stands wholly upon her and her husband's oaths, and she is shown by three witnesses – among them her husband's brother to have made statements as to the amount of this property, which contradict the sworn testimony. No proof to sustain these transactions, except their own evidence; contradicted, where it was susceptible of contradiction; Take then the evidence of William Dietrich, an unimpeached witness, and under all the circumstances, can any one doubt that these conveyances were made with the intent to defraud the creditors of the Defendant John Walter.

Were they not plainly mere contrivances to cover the property of the husband from the payment of his debts – a scheme to defraud his creditors? I will sign a decree vacating the conveyances and appointing a trustee to sell the property &c.