Plffs Costs		Deftts Costs	
Attorney	$10.00	Attorney	$10.00
Shff	2.14	Clk	6.19
Clk	2.85		$16.19
	$14.99		

And accompanying said certificate and then and there filed were certain papers and proceedings theretofore had and taken in said County Court severally as follows.—

To the Honorable the Judges of Harford County Court as a Court of Equity.— Your orators Isaac Rogers and Joseph M Rogers of Harford County, Humbly complaining shew to your Honors that heretofore to wit on or about the sixth day of October in the year eighteen hundred and thirty four one John Withers, being about to establish a furnace for making Iron on a river called Deer Creek in said County near a place called the Rocks of Deer Creek with a view to obtain a supply of iron ore for said furnace entered into a contract with one Thomas Hope of said County who was anxious to have a furnace erected in the County by which it was agreed between the said Hope and Withers that the latter should have the exclusive right of digging and taking away iron ore and from fourteen acres of land situated in said County for the period of one hundred years for which the said Withers was to pay the yearly rent of fifty dollars It was also agreed between said parties, that in the event of a failure of iron ore on the said fourteen acres the said Withers was to have any four acres of land adjoining the said fourteen acres which the said Hope then had at the same rate of rent or compensation for the purpose of digging raising and procuring iron ore and it was further agreed between the said Hope and Withers that the latter should have the right to take at his election all their iron on the lands of said Hope at the same rate of compensation provided the said eighteen acres should not furnish a sufficient quantity or that the iron ore on said eighteen acres should be exhausted at any time within the period of one hundred years the term of said lease and agreement.— Your orator further shew that the said agreement or lease was reduced to writing and signed sealed and duly acknowledged by the said Hope and recorded so as to pass an interest in lands according to the laws of this State as will more fully appear by reference to the said lease or agreement herewith shewn as part of this Bill of Complaint and marked Exhibit A.— Your orators further state that after the said agreement was executed between the said Hope and said Withers to wit on the eighth day of October in the year eighteen hundred and thirty four the said Withers not having sufficient capital to erect and carry on his contemplated furnace induced your orators to become partners in the same and also in a forge then erected at the same place and the said furnace was to be erected and sold and transferred to your orators two undivided third parts of the said Forge and sale for the said furnace and the water power and lands appertaining to the same and also assigned on said last mentioned day to your orators two undivided third parts of said

lease or agreement so made as aforesaid with said Hope and all the lands mines rights privileges and property embraced within the provisions of the same as will be seen by said assignment duly executed acknowledged and recorded and herewith shewn as part of this Bill of Complaint and marked Exhibit B.— And your orators further shew that afterwards to wit, the said Withers sold and transferred all his remaining interest in said iron works to your orators and on the twenty eight day of March in the year eighteen hundred and thirty five the said Withers assigned to your orators the remaining undivided third part of the interest and premises and all the rights and privileges he acquired under and by virtue of the said lease or agreement with said Hope as will be seen by the Deed of assignment duly executed acknowledged and recorded and herewith shewn as part of this Bill of Complaint and marked Exhibit C.— And your orators further shew that relying on the lands mentioned in said lease as well the adjoining lands of the said Hope as the fourteen acres specifically described to furnish a supply of iron ore they proceeded to erect at great expence a furnace to make iron and to provide all the necessary teams fixtures and machinery requisite to the working and carrying on of a Furnace and also proceeded to dig and raise iron ore on the said fourteen acres of land specifically described as aforesaid But your orators state and aver that from the examinations they have made and from all the means of judging within their reach they feel assured and convinced that there is no iron ore on a considerable portion of the said fourteen acres sufficiently near the surface of the land to be accessible at any expence that it would be justifiable to incur in procuring iron ore.— Your orators further shew that they have now been working the mine on the said fourteen acres for about four years and have so far been able to procure from the same a sufficient quantity of iron ore to supply their said Furnace but they have apprehensions that the iron ore on said fourteen acres will run out, In fact your orators state that the iron ore on said fourteen acres may be exhausted in a very short time but they cannot so state positively because from the nature of the thing it is impossible to determine with accuracy how much mineral of that description may be concealed in the said fourteen acres still from all the means of judging within their power there is good reason to apprehend that a full and continuous supply for their said Furnace cannot be afforded by the said fourteen acres and if the supply of iron ore should fail, your orators would lose the large amount of capital they have invested in their said iron works as it would not be practicable as your orators believe to procure iron ore for their iron works from any other place than the lands comprised within the terms of said lease or agreement there being in fact no sufficient quantity of ore at any place within a practicable distance within the knowledge of your orators.— Your orators further shew that with a view to avoid delay in giving to the said Hope or those claiming under him the benefit of the rent for the other portions of land besides the fourteen acres