the 11th day of October 1841.
Issued the 15th day of March 1842 Aza Beall Clk
At which said third monday of April. The Sheriff of said County made return of the said writ of Subpoena thus endorsed "Summoned
John M Carlton Shff

And at the same time came the aforesaid Maryland and New York Iron and Coal Company by Samuel M Semmes Esquire its Solicitor and filed in the Court here its answer in the words following to wit:

The answer of the Maryland and New York Iron and Coal Company to the bill of Complaint of Philip Wingert against it in Allegany County Court sitting as a Court of Equity exhibited.

This defendant admits that on or about the 28th day of May 1838 a certain Lewis Howell then of the City of New York being indebted to the Complainant in the sum of six thousand dollars payable on the first day of April eighteen hundred and thirty nine, three thousand two hundred and fifty dollars payable on the first day of April eighteen hundred and forty, three thousand two hundred and fifty dollars payable on the first day of April eighteen hundred and forty one, three thousand two hundred and fifty dollars payable the first day of April eighteen hundred and forty two and three thousand two hundred and fifty dollars payable on the first day of April eighteen hundred and forty three executed and delivered to the Complainant bonds or single bills all bearing date the day and year aforesaid for the said several sums of money payable as aforesaid with interest &c. and that for the purpose of more effectually securing the payment of said bonds or single bills the said Lewis Howell mortgaged to the Complainant certain lands lying and being in Allegany County in the State of Maryland by Deed bearing date on the said 28th day of May 1838 and which is the same that is filed by the Complainant as a part of his bill of Complaint marked "Exhibit A. And this defendant further admits that afterwards to wit on the 8th day of October in the year 1838 the said Lewis Howell by his deed of that date conveyed to the defendant the lands mortgaged as aforesaid by him to the Complainant, and that the paper marked "Exhibit B" and filed also as a part of the Complainants bill of Complaint is a true copy of said deed. And this defendant further admits that this defendant is a corporate body duly organized under a Charter granted by this State.

But this defendant denies the allegation which is made by the Complainant in his said bill of Complaint "that the said Lewis Howell hath not paid either of the said several sums of money or any part thereof" and avers that the said Lewis Howell together with this defendant have fully paid and discharged the bonds or single bills which were executed as aforesaid for the aforesaid several sums of money as they have become due. And this defendant further avers that said bonds or single bills as they severally became due were not only paid and discharged but they have been delivered to this defendant, and are now in the possession of this defendant with receipts of payment endorsed thereon by the Complainant. That it is not true as alleged by the Complainant that of the said sum of six thousand dollars payable on the 1st day of April in the year 1839 and for which the said Lewis Howell executed his bond or single bill to the Complainant as aforesaid there remains

due the sum of one thousand dollars or any other sum, for that the bond or single bill in which the said sum of six thousand dollars merged on the execution thereof by the said Lewis Howell to the said Complainant as aforesaid, and which is one of the bonds or single bills mentioned in the said deed of mortgage and which was intended to be secured thereby has been fully paid and discharged as already avered and that said bond or single bill with the Complainants receipt of payment in full endorsed thereon has been surrendered and delivered up by the Complainant to be cancelled the same having been cancelled and delivered to this defendant as proof that it was no longer an incumbrance upon the mortgaged lands which had been conveyed to this defendant as aforesaid. And this defendant in support of its defence now produces and hereuith files as a part of its answer as well the said last mentioned bond or single bill which is marked "Defendants exhibit No. 1" as also the bonds or single bills which subsequently became due, all of which have been paid and have been in like manner delivered to this defendant to be cancelled. They are marked in Order as follows to wit: "Defendants exhibit No. 2" "Defendants exhibit No. 3" "Defendants exhibit No. 4" and "Defendants exhibit No. 5".

And in conclusion this defendant contends and so insists that the Complainant is not entitled to the relief prayed for in his said bill of Complaint, or to any other relief against this defendant. and this defendant prays to be hence dismissed with its reasonable costs in this Cause sustained. And as in duty bound it will ever pray &c.

In Testimony that the foregoing is the true answer of this defendant to the aforesaid bill of Complaint, the common seal of this defendant is hereunto affixed. attested by William Young President.

Attest W Young Pres^t (Seal)

"Defendants Exhibit No. 1"

$6000.

On the first day of April 1839 I promise to pay Philip Wingert the sum of six thousand dollars with interest thereon from the 1st day of October 1838. the interest to be released if the said principal sum is punctually paid or deposited in good bankable funds in the Hagers Town Bank to the use of the said Philip Wingert on or before the day it becomes due, upon the deposite being made as aforesaid this note is to be delivered up to be cancelled. Given under my hand & seal this 28th day of May 1838.

Witness Wm Price. ~~Lewis Howell~~ (Seal)

Endorsed thus Rec^d 16 Sept 1839 of Mr Lewis Howell his Check for Five Thousand Dollars on the Mineral Bank of Maryland for which I gave him a rec^t for Philip Wingert. S Hillary.

1839 Sept 27 Rec^d of Lewis Howell Esq a note of hand for twelve hundred and seventy dollars (dated June 20 1839 & payable on the first of April 1840 with Int from the date) being in full for prin & Int of the within bond.

Philip Wingert.