and your Orator has lately discovered and now charges by way of amendment to his aforesaid bill of Complaint that your Orator being the proprietor and in possession of a farm consisting of parts of sundry tracts of land lying in Allegany County, did by certain articles of agreement executed between himself and the said Lewis Howell, bearing date the 22d day of May 1838, agree to sell the said farm to the said Lewis Howell at and for the sum or price of twenty five thousand dollars, payable as follows viz: six thousand dollars to be paid on the 1st day of October then next six thousand dollars on the 1st day of April 1839. three thousand two hundred and fifty dollars on the 1st day of April 1840. three thousand two hundred and fifty dollars on the 1st day of April 1841. three thousand two hundred and fifty dollars on the 1st day of April 1842 and three thousand two hundred and fifty dollars on the 1st day of April 1843. all of which matters will more fully appear by the said articles of agreement which are herewith exhibited marked Exhibit C which together with all other exhibits hereinafter refered to, your orator prays may be taken and received as part of this his amended bill of Complaint.

Your Orator further shows, that although by the said articles of agreement it was provided, a good and sufficient deed for the said property should be executed to the said Lewis Howell on the payment of the six thousand dollars payable by said agreement on the 1st day of October 1839, at which time also the said Lewis Howell should execute a mortgage of the said lands for the security of the residue of the purchase, yet for the sake of convenience, the deed from your Orator to the said Howell was in point of fact executed by him on the 23d day of May 1838. and the mortgage for the said lands to your Orator on the 28th day of May 1838. and the said deed and mortgage were by the parties placed in the hands of a certain Wm M Marshall of Hagers Town to be delivered to the parties respectively by him on the payment of the said sum of six thousand dollars on the 1st of October 1838. that the said sum of money being on said day paid to your Orator and the possession of the said lands delivered to the said Howell the said paper deed pursuant to the arrangement above mentioned. delivered by the said Wm M Marshall to wit the deed to the said Howell and the mortgage to your Orator on or about the 1st day of October 1838. The deed from your Orator to the said Lewis Howell is herewith exhibited marked exhibit **D** to which your Orator refers.

Your Orator further shews that on the day of the execution of the said mortgage, the said Lewis Howell executed to your Orator his several bonds corresponding with the sums and dates mentioned in the said mortgage for nineteen thousand dollars all of which were delivered with the deed and mortgage as escrows to the said Wm M Marshall and were afterwards delivered by the said Marshall to your Orator. And your orator states that the whole of the said mortgage debt has been paid to your orator except the sum of twelve hundred and seventy dollars with interest thereon from the first of June 1839. part of the said sum of six thousand dollars mentioned in said mortgage and by it made payable on the 1st day of April 1839. as to which said sum of twelve hundred and seventy dollars with the interest as aforesaid your orator avers that as part of the same has been paid and that the sum is due to your

Orator upon the said mortgage.

And your orator further shews that at the time of the said agreement & purchase, and also at the time of the execution of the said mortgage and bonds to your Orator, the said Lewis Howell was the mere agent of the defendant the said Maryland and New York Iron & Coal Company That the said purchase was in fact made by the said Lewis Howell acting in conjunction with a certain George McCulloh of Allegany County also an agent of the said Maryland and New York Iron & Coal Company the defendant for and on account of said Company. and that the said purchase was in fact made by the said corporation, acting therein by its said agents the said George McCulloh and the said Lewis Howell.

And your Orator further shews that the deed from the said Lewis Howell exhibited with your Orators said Original bill marked **B** to the said Maryland and New York Iron & Coal Company, by which the legal title to the said lands was vested in the said Corporation was executed on the 31st day of October 1838 at which time no part of the said mortgage debt had been paid to your Orator, but the whole amount of the same was then a lien on the said lands by virtue of the said mortgage. That the whole of the money paid to your Orator from first to last, were paid by the said Maryland and New York Iron & Coal Company, and that the said Lewis Howell never paid any sum or sums thereof to your Orator except as agent of the said Corporation. That at the time of the said agreement it was mentioned by the said George McCulloh and so distinctly understood by your Orator that the said purchase was made for the said Corporation & that the said Lewis Howell was not intended to have any right or interest therein except as a corporator owning stock or having some interest in the property of said Corporation.

Your Orator further shows that the reason why the payment of the sum of six thousand dollars mentioned in the said mortgage and by it and the bond given for the same made payable on the first day of April 1839 was delayed beyond the day so appointed for the payment thereof was a misunderstanding between the said parties in relation to the quantity of land contained in the said farm, and a refusal on the part of the said Corporation to pay the said sum until the said dispute should be adjusted That in September 1839 the said dispute being still unsettled, the said Company by its Counsel proposed to your Orator with a view to an arrangement of the said difficulty that he should take the note of the said Lewis Howell for twelve hundred and seventy dollars and at the same time executed a release on each of the other bonds of two hundred and fifty dollars, Various calculations were made as to the real deficiency of the land and your Orator being advised by his Counsel that the said Corporation would be entitled in law to an abatement of the price equivalent to the ascertained deficiency of the said land agreed to the said proposal. That in carrying out the said arrangement, the said releases were made on the said bonds dated the 21st September 1839 and the said note of said Lewis Howell, although given on the same day, was with a view to adjust the said abatment with the interest to the actual deficiency & the other parties of the arrangement antidated to the 20th June 1839 from which day it was to carry interest. The said