-plainant by the defendant or by any other person or persons whatsoever? And whether the same does not still remain due as part of the said mortgage debt?

In all which particulars the said Complainant excepts to the answer of the said Defendant as evasive, imperfect and insufficient, and humbly prays that the said defendant may be compelled to put in a full and sufficient answer to the said bill and amended bill of Complaint

Wm. Price
Sol for Complts

And afterwards towit on the 5th day of February in the year 1846 the Defendant by its Solicitor aforesaid files in the Cause its answer to the Complainants amended Bill in the words following

Philip Wingert Complainant
vs
Maryland and New York Iron and Coal Company &c

In Allegany County Court sitting as a Court of Equity No. 433.

The answer of the Maryland and New York Iron and Coal Company to the amended Bill of Philip Wingert filed in this Cause.

This defendant answering says that it had no knowledge or information in regard to the execution or existence of the paper writing exhibited by the Complainant in his said amended Bill and marked "Exhibit C" until the same was produced and shown by the said complainant, and therefore it can neither admit nor deny that the same is the original agreement between the Complainant and the said Lewis Howell for the sale to him by the Complainant of the tract of land in the proceedings of this Cause mentioned.

This defendant further answering says that it knows nothing of the arrangement which the said Complainant alleges in his said amended bill was made between him and the said Lewis Howell for the sake of Convenience whereby the deed of Conveyance from the Complainant to the said Lewis Howell was in point of fact executed by the Complainant on the 23rd day of May 1838 and the mortgage for the said land to the Complainant on the 28th day of May 1838, and the said deed and mortgage were by the parties placed in the hands of William M Marshall of Hagers Town to be delivered to the parties respectively on the payment of the sum of six thousand dollars on the 1st of October in the year 1838" and therefore it can neither admit nor deny that such an arrangment was ever made or entered into, or that the facts were as they are alleged to have been in consequence of such supposed arrangement.

This defendant further answering, denies that at the time of said supposed agreement and purchase and at the time of the execution of said mortgage and the bonds refered to in said amended Bill the said Lewis Howell was acting in that behalf as the agent of this defendant. It denies that the said purchase was made by the said Lewis Howell whether acting separately or in conjunction with George McCulloh of Allegany County as charged by the Complainant, for and on account of this defendant. It denies

that the said purchase was in fact or intent made by itself through any authorized agent whatsoever. What were the motives and views that influenced the said Lewis Howell in the transaction, acting either by himself or when aided by the said George McCulloh, this defendant knows not. But judging of them from the articles of agreement shown by the Complainants exhibit C, and from the deed also shown by the Complainant marked "Exhibit D" and from the bonds and mortgage refered to in said Amended Bill, this defendant is bound to infer that the said Lewis Howell when making the said purchase of the Complainant was acting for his own exclusive use and benefit; and this inference is the more irresistible from the additional fact that shortly after the execution of the deed ("Exhibit D" aforesaid") by the Complainant to the said Lewis Howell the said Howell obtained out of the Western Shore land office of this State a warrant of re-survey in his own name on the lands mentioned in said deed and had the same resurveyed and together with the large Contiguous vacancy thereto added under said resurvey, included in one tract and called by the name of "Howell" and in the purchase which was afterwards made of the said land by this defendant, it paid the said Howell for the vacant land so included as well as for his interest in the original. And from the best information this defendant has on the subject, it believes and expressly so insists that the said Lewis Howell when making said purchase of the Complainant did it on his own account and as a seperate speculation for himself.

And this defendant further answering denies that the whole of the moneys paid to the Complainant on account of the purchase from him as aforesaid were paid to him from first to last by this defendant. After this defendant had purchased the same land from the said Howell, it of course became interested to know whether the bonds executed as aforesaid by the said Howell to the Complainant and which had been secured by a mortgage on the land as aforesaid, were paid and taken up and cancelled. That the first payment which this defendant undertook to make to the said Complainant in discharge of any of the said bonds was the payment of the bond falling due on the first day of April in the year 1842.

That an adjustment and final settlement of all business between this defendant and the said Lewis Howell having previously taken place, and said adjustment and settlement having been made upon the basis in part that the unpaid bonds held by the Complainant were to be paid and discharged by this defendant, it thereupon took upon itself the duty as it was bound to do of paying these bonds. But that previous to said adjustment and final settlement, the payments made to the Complainant were provided for by said Howell himself.

That the endorsements made by the Complainant and his agent on the bonds themselves, towit, the bonds due in 1839 & 1840 marked Defendants Exhibits No. 1 and 2 show that such was the understanding of the parties at the time. That this defendant would exhibit the bond which fell due in 1841 but it has not the possession thereof, as it supposed it had. It is informed and believes that the said Lewis Howell still retains said bond, and has kept the same ever since it was paid and cancelled.

And that with regard to what was said by the said George McCulloh at the time the purchase was made from the Complainant, this defendant knows nothing and it insists that it cannot and ought