taking said Lewis Howell's promissory note for the balance remaining due on said single bill and the giving up the single bill to be cancelled was to be regarded in the sense of a cash payment of said balance, that the lien of the whole single bill might be removed from the said lands. That on the 18th September 1839 Witness addressed a letter to the Complainant of which the paper writing now produced marked "Copy of letter from S M S to P W" is a true copy, and that witness's view of the matter is expressed in said letter to which he refers and makes a part of this answer and that he was certainly not apprised by any thing said or done by the Complainant, that the Complainant dissented from the said view of the matter; but on the contrary that the Complainant's acceptance of the note aforesaid shortly afterwards was meant to be affirmative proof of his acquesence in said view.

That the Complainant being a close dealing man got the note drawn so as to include the interest with the principal on the adjustment of said balance, and make the whole interest bearing, and no one doubting at the time Mr Howell's solvency, witness judged and understood, that the Complainant prefered to take the note as proposed in said letter to keeping the single bill and preserving the lien.

To the 3d Interrogatory He answers and says. That he got a clearer insight into the character of this and other purchases afterwards than he had at the time they were made. He can scarcely say what were his first impressions or whether he thought sufficiently on the subject to have any. But that all the papers to which witness was privy showed from the first that Lewis Howell was individualized with reference to some purpose or other and that in taking the title to himself in the first instance of said lands, he took it as the party extitled to take it and to take it subject to his own control and for his own use and purposes. And that the "minute Book" or book of proceedings of the defendant which witness here produces and makes a part of his answer, shows that the said Lewis Howell was paid for said lands in certificates of stock of the Company and that he took out a warrant of resurvey on said lands and took up some 179 acres of vacancy for which also he was paid by the Company and witness adjudged and understood from these things that Lewis Howell in making said original purchase went on his own hook altogether and that things having afterwards worked to his satisfaction he passed title to the defendant.

To the 4th Interrogatory He answers and says That the following entries appear on the margin of Folio 300 in Liber A.B. No 1 one of the land records of Allegany County to wit: Septr 17th 1839 Release five thousand dollars as per receipt shown "G.H.D." Sept 21st 1839 release one thousand dollars as per receipt" 27th Septr 1839 release twelve hundred and seventy dollars as per receipt shown me "G.H.D. March 23d Release three thousand dollars as per receipt shown me G.H.D." That these marginal entries are further proof of the correctness of witnesses understanding of the Complainants conduct in taking said promissory note for $1270 and giving up the single bill. Witness thinks that all said entries were made in his presence and on his showing the single bills with the receipts thereon and that the thought of having such entries made came originally from the President of the Company. And witness further

says that he does not recollect any thing said or done by the Complainant that he did not regard the taking of said promissory note as equivalent to a cash payment of the balance due on said single bill, until the filing of the original bill in this cause; and witness feels pretty certain that the transaction never took that phase in the Complainants mind, until long after said promissory note fell due and he found that the said Lewis Howell was discharged from the service of the defendant and considered a doubtful paymaster.

In Conclusion the Witness further states, that on the fifth day of December 1846 the defendant conveyed all the lands and premises mentioned in the Complainants said "Exhibit A" by a valid deed in fee to Thomas Weld Blundell, John Pollett Powell and Robert Samuel Palmer, and that afterwards to wit on the 7th day of December in the same year the defendant also conveyed by valid deed in fee the same lands to Thomas Weld Blundell James Weld, John Pollett Powell and Horatio Lloyd, that a true copy of the first Deed marked "Deed of 5th Decr 1846" and a true copy of 2d deed marked Deed of 7th Decr 1846 are now shown as part of this deposition. That afterwards all said lands were sold to wit on the 11th Nov 1847 at Shff's sale under judgments of prior dates to said deeds and now held and owned by the "Mount Savage Iron Company"

Test M T Evans

Samuel M Semmes
Witness

Commr

There being no other witnesses produced the Commissioner adjourned the said Commission until Wednesday the sixth day of September 1848 at which time William Price Esquire Solicitor for the Complainant filed with the said Commissioner two letters, herewith annexed and marked "S1." "S2" in red ink which said letters being exhibited to the Solicitor for the defendant were admitted by him to be in the hand writing of Samuel M Semmes.

"S1"

Cumd August 10th 1839

Dear Sir

As the attorney for the Maryland and New York Iron and Coal Company to whom Lewis Howell has conveyed the land he bought of you, I submit to you the following proposition upon which you must determine one way or the other without delay as the Company has determined to employ the money intended for you in a different way unless you accede to their proposition &c. The Company will pay you the whole of the instalment at present due you according to the mortgage provided you will agree to deduct the amount we are entitled to draw back for the deficiency in the quantity of land from the remaining instalments and execute releases or give receipts according to be noted on the mortgage. An immediate answer is required, unless we hear from you immediately we shall apply the money to other purposes.

Very respectfully
S M Semmes

Directed "Mr Philip Wingert Sen
Hagers Town Washington County Maryland