"S 2"

Cumd Sept 18th 1839

Dear Sir

Mr. Brown cannot find the beginning of the little piece of 2¼ acres which you wish him to survey. The Heirs are of opinion that there is no land answering to the description of this piece and Mr Brown is certainly of the opinion that there is no piece of that extent to be found according to the courses and distances as he has laid them down on a plat. As this is a very small matter and as you and Mr Howell are both anxious to close the business, I make the following proposition not doubting but that it will meet your approbation. Howell will assume the piece of land to be two acres which deducted from 18⅞ acres leaves the deficiency of 16⅞ acres which at the price given you with interest would amount to a few dollars over a thousand dollars say a thousand dollars now suppose you deduct this thousand dollars in equal parts from the four remaining bonds let the releases be entered on the bonds and get Mr Marshall of the Hagers Town Bank to certify accordingly. Mr. Howell will then forward you his note for $1210 payable on the 1st of April bearing interest from the 20th June last or which will answer as well he will pay you the balance of the 1st bond with interest next April or sooner if you can lay out of the money that long. This last arrangement would suit you best I suppose as you would have the land as security for the balance of the 1st bond. Let me hear from you immediately. The $5000 have been paid to Mr Hilleary. Very respectfully

S M Semmes

Endorsed "Mr Philip Wingert
Hagers Town Washington County
Maryland

Extract from the Book of Minutes of the Board of Directors of the Maryland and New York Iron & Coal Company, referred to in the answer of Samuel M Semmes, in his answer to the Defendants First Interrogatory

It was on motion further Resolved, that the Capital Stock of the Company be increased to six thousand shares of one hundred dollars each, and that the officers of the Company be and they are hereby authorised to issue certificates for Fifteen hundred shares of full stock to Lewis Howell as consideration for the lands bought by him of Andrew Bruce and Philip Wingert which he has conveyed to the Company and whereas he has also conveyed to the Company Four hundred and seventy nine acres of land adjoining the lands bought of Wingert the same being all included in the survey called "Howell" it is hereby admitted that the last mentioned 479 acres are still the property of the said Lewis Howell and are held by the Company for his use to be reconveyed upon demand of him the said Lewis Howell his heirs or assigns.

Adopt.

Henry H Howell
Asst Secty.

B B Howell
Prest

Deed of the 5th December 1846 referred to in the answer to the fourth interrogatory by Defdts. Witness.

At the request of Thomas Weld Blundell, John Tollett Powell

and Robert Samuel Palmer the following mortgage was recorded the 5th day of December 1846 in Liber H B No 2 folios 217. 218. 219 and 220 one of the Land Records of Allegany County Maryland.

Six Dol
State of Maryland
Stamp

This Indenture made this fifth day of December in the year of our Lord one thousand eight hundred and forty six. Between the Maryland and New York Iron and Coal Company incorporated by an act of the General Assembly of the State of Maryland of the first part, and Thomas Weld Brundell of Ince Brundell Hall, Great Britain, John Tollett Powell of Welwyn Great Britain and Robert Samuel Palmer of Trafalgar Square in London Great Britain of the second part: Whereas the said Company for the purpose of constructing a Rail Road as authorised by its charter and the several supplements thereto, from its Iron works situated in Allegany County in the said State of Maryland to join the Baltimore and Ohio Rail Road in the Town of Cumberland, in said County and for the purpose of constructing a Depot and wharf or shipping place at Canton near Baltimore, heretofore borrowed the sum of thirty thousand five hundred pounds sterling English currency upon an agreement to secure the repayment thereof with interest by the bonds or obligations of the Company and by a mortgage of the said Rail Road and Depot wharf or shipping place. and whereas the said Rail Road and the said Depot, wharf or shipping place were duly constructed and the said Company in part performance of its agreement issued three hundred and five bonds or obligations, hereinafter designated as Rail Road Bonds duly executed under its common seal, all bearing date the first day of July in the year eighteen hundred and forty four and each being for the sum of four hundred and eighty dollars or one hundred pounds sterling at the option of the option of the holder and numbered consecutively from 1 to 305 inclusive and made payable to bearer on the first day of July in the year eighteen hundred and forty two, with interest at the rate of six per centum per annum to be paid half yearly on the first day of January and the first day of July in every year but no mortgage of the said Rail Road and Depot wharf or shipping place, has yet been executed for further securing the payment of the loan or sum borrowed as aforesaid. And whereas the said Company may have occasion for raising the additional sum or loan of nine thousand and five hundred pounds sterling for the purpose of repairing and more effectually working and completing said Rail Road or of paying the arrears of interest now due or hereafter to become due and payable in respect to the Rail Road bonds already issued as aforesaid and in order to obtain such additional loan should it become necessary it is deemed proper to provide in advance for the repayment thereof by the like mortgage security. Now therefore this Indenture witnesseth that the said Maryland and New York Iron and Coal Company for and in consideration of the premises and in further consideration of the sum twenty dollars to the said Company in hand paid by the said parties of the second part hereto at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged hath granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed and by these presents doth grant, bargain and sell, alien, enfeoff release, convey and confirm unto the said parties of the second part their heirs executors, administrators and assigns all that the said Rail Road known as the Mount Savage Rail road commencing at the Mount Savage Iron works and terminating with the Baltimore and Ohio Rail Road in the