

6178

Baltimore Water Company

no

James C. Neilson
James Wills
Moses Hands
Thomas Towson
Charles Hammell
Robert Mills
Charles Constable
Samuel Stewart
John Reddy
Peter Mason
Hugh Banner
John G. Rogers
James C. Dew
James R. Grimes
James Barnard
Charles Williams
William Stenard
Baltimore & Calvert St. Building Co.

Baltimore City, 1820

Bill, Exhibits, Answer, Deceit
Bond, Trustees Report, Auditors
Report

Samuel Mode } Trustees
William Winchester }

Recorded in Liber #118-512

Calvert St.

CHANCERY PAPERS PROJECT: DOCUMENT REMOVAL SHEET

The following document (s) have been removed from case number 6178

on Aug. 19, 1983 and placed in: an oversize document box ☒

the repair room _____

the photolab _____

other (explain) _____

Articles of Association of the Calvert Street
Building Company; plat

Comments: re pair

signed : Kevin J. Swanson

^{Cop^d of}
The President & Directors
of the Baltimore Water
Company

^{ag't}
James C. Neilson ✓
James Hendy ✓
Moses Handy ✓
Thomas Towson
Charles Hamell ✓
Robert Mills
Charles Constable
Samuel Sterrett
John Reddy
Peter Mason ✓
Hugh Donner
John H. Rogers
James C. Sew
James D. Grimes James
Barnard ^{and Charles} Williams &
William Stuart

Mr Bowie
file this bill
& schedule & give value
same money
for the bonds

Filed 15 March 1820
5 Oct sub p^a of 2

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To the Honorable William Kelly
Esquire Chancellor of Maryland

The Bill of
Complaint of The President and
Directors of the Baltimore Water Company
in the City of Baltimore

Respectfully sheweth
unto your Honor that your Complainants were
Seized and possessed in fee simple of and
in Twelve Lots of Ground situated on Calvert
Street in the City aforesaid between Center and
Johns Streets and for the purpose of
improving the same did join and enter into
Copartnership with the Defendants hereinafter
named to wit. James C. Neilson, James
Hinds, Moses Hinds, Thomas Towson, Charles
Hamell, Robert Mills, Charles Constable
and Samuel Street, (under the name and style
of Charles Constable & Co) John Pridgely
Peter Mason, Hugh Bonner, John
H. Rogers, James C. Sew and James L.
Grimes and ^{James} ~~Barnard~~ ^{Charles} ~~William~~ (under the
name and style of Sew & Grimes & Barnard
Williams: and your Complainants further
state Articles of association or contracts
of Copartnership in writing was made
(and)

and executed by and between the said Defendants and their Complainants for the erection of Twelve houses and improvements on the said Twelve Lots of Ground which said Contract bears date the Twenty second day of January in the year of our Lord Eighteen hundred and Seventeen but for greater certainty your Complainants herewith file a True Copy of the said Articles of association and contract of Copartnership which they may be deemed a part of this their Bill of Complaint, the Original whereof now in the possession of your Complainants is ready to be produced whenever required. And your Complainants further state that by the Terms and Specifications mentioned in the said contract, the said Robert Mills one of the said contracting parties was thereby appointed Architect Agent and Treasurer for the said Copartners or Building Company aforesaid. And your Complainants further state that by the Terms of the said contract, your

Compliments on their part agreed to
 execute Leases at the rate of 100c Dollars
 per foot front on Calvert Street to the
 other contracting Partners for Ten for the
 said Lots of Ground agreeable to the Terms
 of the said contract and to erect and
 build Two houses on two of the said
 Twelve Lots of Ground as set forth in the
 said contract - And now Compliments
 further state that soon after the execution
 of the said Contract of Copartnership, there
 Compliments advanced there full proportion
 of the Estimate required for the erection and
 Building of the said Two houses by the said
 Robert Mully the architect Director
 and agent for the said copartnership and
 Copartners aforesaid - And now Compliments
 further state that ~~William Stewart~~ of the
 City of Baltimore William Stewart of the
 City of Baltimore became interested in
 the erection and building the said Twelve
 houses and improving the said Lots of Ground
 by purchase or otherwise from the said
 Thomas Towson and now hath an
 an Interest therein - And now

and then Complainants aver and charge
 that some time after the execution of the
 said contract as aforesaid the said
 Thomas Towson one of the said Copartners
 assigned and transferred a portion
 of his Interest in the said Contract and
 the property therein mentioned to the
 said William Stewart one of the said
 Defendants hereafter mentioned who
 thereby consented to and became a
 partner with the said Copartners in
 the said articles of association or
 contract of Copartnership +
 Buildings and improvements - Your
 Complainants further state that the said
 Defendants and the said William Stewart
 some time about the Twenty second day of
 February in the year of our Lord Eighteen
 hundred and Eighteen informed your Complainants
 that they had not nor could not procure
 a new money and funds necessary for
 the progress and completion of the said
 Houses according to the Terms and Stipulations
 mentioned in the said contract of Copartnership
 and requested your Complainants to loan
 and advance money and to pay for their
 account monies which should be from time
 to time,

to time required for the erection and completion
 of the said Houses and improvements of the
 said Lots of Ground and the said Defendants
 and the said William Stewart for the purpose
 of securing all such Sums of Money as were
 then due by the said Copartners to their
 Complainants and also of securing the payment
 of such Sums of Money as their Complainants
 might afterwards loan advance to or
 pay for account of the said Defendants
 and the said William Stewart did execute
 and deliver to their Complainants an agreement
 bearing date the ninth day of March in the
 year of our Lord Eighteen hundred and Eighteen
 wherein they agreed that the said Ten Houses
 therein mentioned should stand responsible
 for all money already advanced by their
 Complainants before that time and also all other
 money to be advanced by their Complainants
 to the said Defendants and the said William
 Stewart but for greater certainty their
 Complainants herewith file a True Copy of
 said agreement last mentioned and also
 True Copies of the proposals which preceded
 the same and led to the said agreement and
 which said Copies are herewith filed and
 which together with the said Copy of the said
 agreement their Complainants pray may be

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taken as part of the then said Bill of
complaint - your Counsel asserts further
state that in pursuance of and rounded
on the said agreement last mentioned
they have from time to time advanced
loaned to and paid for the said Defendants
and William Stewart the sum of Forty
Two thousand nine hundred and Seventeen
Dollars and Twenty four cents including
therein their proportion or Estimate of the
cost of erecting the said Two houses and
improvements on the said Two Lots of Ground
mentioned in and in conformity with
the said Articles of Copartnership aforesaid
and your Counsel asserts hereunto file an
account thereof which they pray may be
taken as part of the then Bill of Complaint
And your Counsel asserts and charges
that the said Robert Mills was architect
Treasurer and agent for the said Defendants
and the said William Stewart for the erection
and building the said Houses and the
improvements on the said Lots of Ground
and Superintended them behalf of the said
Copartners mentioned in the said contract
of Copartnership and of the said William
Stewart after he became a Copartner

and interested therein as aforesaid, of the whole
 business of the concerned therein - your
 Complainants further state that the said Defendants
 and the said William Stewart are now in
 the possession of the said Ten Houses and
 Lots which are completed according to
 the Terms of the said contract of Copartnership
 and a Division of the said Twelve houses
 hath been made according to the Terms
 of the contract of Copartnership aforesaid - and
 your Complainants altho the said Leases
 mentioned in the said contract of Copartnership
 have not been executed for the said Lots
 of Ground incorporated with the said
~~contracts~~ yet your Complainants are willing
 to execute said Leases in conformity with
 the said contract of Copartnership and the
 agreement aforesaid whenever the said
 Defendants and the said William Stewart
 shall pay to them the said sum of
 money so advanced to and paid for account
 of the said Defendants and the said William
 Stewart in manner aforesaid or whatever
 sum of money may appear to be due
 your Complainants upon a fair and just
 Settlement of their said claims: And your
 Complainants have applied in a peaceful
 manner to the said Defendants and the said

William Stewart and have rendered them
 to account with your Compliments
 and to pay to them such sum of
 money as may be justly and fairly due
 to your Compliments for the said sum
 of money so advanced loaned to or
 paid by them for the said Defendants
 and the said William Stewart in the
 manner and for the purposes herein
 before set forth but the said Defendants
 and the said William Stewart have
 refused to adjust and settle your
 Compliments said Claims or to afford
 your Compliments any satisfaction in
 the premises. And for as much as your
 Compliments have no remedy in the
 premises but thro the aid and the
 interposition of the Honorable Court
 where Copartnership concerns are
 developed and matters of account and
 of the nature of your Compliments said
 case are properly Cognizable and
 releasable. To the Vncl therefore
 that the said James C. Stilson, James
 Hindy, Moses Handy, Thomas Towson
 Charles Hamell, Robert Mitty, Charles

Constable, Samuel Sherrett, John Readdy
 Peter Mason, Hugh Bonner, John H.
 Rogers, James C. Dew, James L. Green
^{James} ^{and Charles} Barnard Williams and William Stewart
 may upon their several Corporal oaths
 give full and perfect answer make
 to all and singular the premises and as
 fully and particularly as if the same were
 herein again repeated and interrogated
 and that the said Defendants and William
 Stewart may selfeuth whether the said
 James C. Neilson, James Thinds, Moses
 Hardy, Thomas Towsen, Charles Hamell
 Robert Mully, and the said Charles
 Constable and Samuel Sherrett (under and
 by the name and style of "Charles Constable
 & Co") John Readdy, Peter Mason, the said
 Hugh Bonner (under and by the name
 of "Bonner") John H. Rogers, and the
 said James C. Dew and James L. Green
 and ^{James} ^{and Charles} Barnard Williams (under and by
 the name of "Dew & Greenes and Barnard
 Williams") did not execute the said
 Articles of Copartnership - Whether the
 said Copy of said Articles which is herewith
 exhibited is not a true Copy - Whether
 the said Defendants and William Stewart
 did not enter upon and take possession
 of the said lots of Ground mentioned in the
 said

contract of Copartnership and erect and
 build the said Houses as herein before
 mentioned and whether the same have
 not been decided in conformity
 with the said contract of Copartnership
 or in what manner and when - and
 by whom held and possessed by such
 person - whether the said Robert M'Illy
 was not the architect, Treasurer, Director
 and agent for the said Defendants and
 the said William Stewart in the Building
 of said Houses and improvement of said
 Lots - whether the said William Stewart
 had not an Interest in the Houses and
 Lots and from whom and in what manner,
 at what time and to what extent - whether
 he the said William Stewart was not a
 partner in the erection of said Buildings
 and improvements and whether he held
 not now an Interest in the same and
 what Interest - whether the said Defendants
 or some of them and which of them and
 the said William Stewart did not
 execute the said agreement of the month
 of March Eighteen hundred and Eighteen
 and make the proposals mentioned
 in the said exhibits in the manner
 and for the purposes herein before mentioned
 - whether the Copies of the said agreements
 and proposals herewith exhibited as

are not

of persons, True Copies of said agreement
and proposals - whether the said
Complainants did not loan advance
to and pay for account of the said
Defendants and William Stewart the
aforesaid sum of Forty two Thousand
nine hundred and sixteen dollars and
Twenty four cents in the manner and
for the purposes herein before stated
or any and what sum or sums of money
and for what account or purpose and
where - whether the aforesaid sum of Forty
two thousand nine hundred and sixteen
dollars and Twenty four cents was not
loaned advanced and paid in the
manner and at the times set forth in
the said account thereof herein before
exhibited at the request and for the
use of the said Defendants and William
Stewart or at what time or times and
in what manner and in what sum or sums
- whether the said Complainants have not
fully paid their proportions and Estimates
of the said two houses so to be paid
by them in conformity with the said
contract of Copartnership - whether
the said Defendants and William Stewart
have not and when taken the possession

of the said Ten Houses and whether the said
 Defendants and William Stewart do not
 now possess them, how and in what manner
 were said Deeds made - Whether these
 Complainants have not been always willing
 to execute Leases for the said Lots of Ground
 in conformity with the said contract of
 partnership upon payment of such sum
 of Money to run Complainants which upon
 a fair and just settlement of their accounts
 should be found due to run Complainants
 as herein before stated - And that the said
 Defendants and William Stewart may be
 decreed to come to a just and fair
 account with run Complainants in the
 premises and may be decreed to pay to
 run Complainants whatever sum of
 Money ⁺ which upon such account
 shall appear to be due to run
 Complainants and that the said Ten
 Houses ~~be sold for cash~~ and
 all the Interest Rights and Claims of the
 Defendants and William Stewart therein
 and thence and the Interest and Claims of
 the said Defendants and William Stewart
 on and to the Lots of Ground wherein the said
 Ten Houses and improvements are enclosed
 may be decreed to be sold for cash
 and the proceeds of such sale may be
 brought into this Court and to be

applied under the direction of your Honor toward the discharge and payment of your beplements said claiming or whateer sum of money may upon such fair and just account be found due to your beplements as hereinbefore mentioned and that your beplements may have such other and further relief in the premises as the nature and justice of their case may require and as to your Honor shall seem Right and agreeably to Equity -

May it therefore please your Honor to grant to your beplements the State of Maryland writ of Subpoena to be directed to the said James C. Neilson James Hindy, Mong Handy, Thomas Towson, Charles Hamell, Robert Mills Charles Constable, Samuel Steubbs, John Reddy, Peter Mason, Hugh Bonner John W. Rogers, James C. Lee, James L. Garmes, ^{James} ^{and Charles} Barnard Williams and William Stewart all of Baltimore County commanding them and each of them to be and appear before your Honor in this Court by a short day therein to be inserted then and there to answer the premises on oath and to stand to abide by, fulfill and perform such decree therein as to your Honor shall seem just and proper &c

Wm. M. M. M.
County Clerk

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My dear Mr. Garrison

I have just received your letter of the 10th inst. and am glad to hear that you are so interested in the cause of the colored people. I am sure that your efforts will be successful in securing for them the same rights and privileges which are enjoyed by the white race.

I have been thinking much lately of the position of the colored people in this country, and of the obstacles which they have to overcome in their struggle for freedom and equality. It seems to me that the only way to secure for them these rights is by the action of the people themselves, and that the only way to secure for the people the right of action is by the action of the people themselves.

I am, Sir, very respectfully,
Your obedient servant,
Wm. Lloyd Garrison

B 6178

The Ballimore Water
Company

MS

James C. Nelson & others -

Abstract for

Mr. Glover

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cont 29. 12 1/2
~~800 - 500 1/2~~

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111
Maryland & Chancery

At a Court of Chancery for the State of Maryland, begun and held at the City of Annapolis on the fourth Tuesday of September in the year of our Lord one thousand eight hundred and twenty one.

Present,
The Honorable John Johnson Chancellor
Ramsay Waters Register

There had the following proceedings.

The President & Directors of the
Baltimore Water Company
vs

James B. Nielson, James Hinds
Charles Constable & others -

Be it remembered that here-
-fore, to-wit on the fifteenth
day of March in the year
of our Lord one thousand
eight hundred and twenty
one came the President and
Directors of The Baltimore

Water Company, by Samuel Moale Esquire their solicitor, into the Court of Chancery of the State of Maryland, and exhibited to the said Court, their Bill of Complaint against certain persons, parties defendants in the said Bill named, which Bill, together with the Exhibits accompanying the same and referred to therein, are in the words and figures following to-wit (here insert the Bill & the Ex. attached to it.) ## And thereupon was issued, as prayed for by said Bill, the State of Maryland's writ of Subpoena, returnable to the next Term of the said Court - And afterwards, and at the same Term of the said Court, to-wit, March Term thereof in the year of our Lord one thousand eight hundred and twenty, came Benjamin B. Howard Esquire, of counsel for the defendants Charles Constable, Samuel Sterrett, John Ready and Peter Mason, and in their behalf appeared to the said Bill and filed their answer to the same in the words

following (insert the answer) - ~~and afterwards at the same~~
~~term came I. Smith Esquire of counsel for the defend~~
~~and Hugh Bonner in person, who appeared to the said Bill and~~
~~filed his answer thereto in the words following (insert the answer~~
~~and afterwards at the same term) -~~ And at the next Term of the said Court
 Court at July Term in the year of our Lord one thousand
 eight hundred and twenty, came the Sheriff of Baltimore
 County and made return of the subpoena aforementioned,
 by him endorsed as follows, "served all but Grimes & Williams".
 And thereupon the said Subpoena was renewed against the
 said Defendants James L. Grimes and Barnard Williams, and
 the writ of the state, of Attachment, was issued, against the
 defendants, Hugh Bonner, James Hands, Moses Hands, Thomas Low-
 son Charles Hammele, John H. Rogers, James B. Dew and William
 Stewart, severally returnable to the next Term of the said Court.
 And afterwards at the same Term of the said Court, came John
 I. Smith Esquire of counsel for the defendant Hugh Bonner and in
 his behalf appeared to the said Bill - and afterwards at the same Term
 came Jonathan Meredith Esquire also of counsel for the said
 defendant Hugh Bonner and in his behalf appeared to the said Bill
 and filed his answer thereto in the words following (insert answer
 & rat.) - And also at the same Term came John I. Donaldson
 Esquire and in behalf of the defendants James B. Nelson and
 Robert Mills, appeared to the said Bill - And also at the same
 Term came Thomas Kell Esquire and in behalf of the defend-
 ants James Hands, Moses Hands, Charles Hammele, John H. Rogers,
 James B. Dew and William Stewart, appeared to the said Bill -
 and also at the same Term were filed in the said cause, by
 the parties aforesaid, certain vouchers or exhibits, in the words
 and figures following (here insert the several papers, marked
 "Exhibits" & enclosed in a separate bundle after the answer.) - And ^{also} ~~after~~
~~was~~ at the same Term, ^{came} the ~~parties~~ defendants James L. Grimes
 and Barnard Williams and in proper person, severally
 appeared to the said Bill - And afterwards at the same
 Term

Term, the parties aforesaid in proper persons and by their
several solicitors, filed in the said cause an agreement
in the words following (insert the agreement for arbi-
tration) ## And thereupon the Chancellor ordered in the
said cause as follows (insert the order at the end of the
agreement) ## And the said cause thus standing, was
continued from Term to Term of the said Court, until
July Term thereof in the year of our Lord one thousand
eight hundred and twenty one, at which Term, the ar-
bitrators named in the said order, filed in the said
cause an award, in the words following (insert it) ##
And the said cause thus standing was continued until Sep-
tember Term of the said Court in the year of our Lord
one thousand eight hundred and twenty one, at which
Term, the complainants filed in the said cause, a
recommendation of Trustees, in the words following (insert
it) ## And afterwards, to wit, on the twenty sixth day of
October in the year of our Lord one thousand eight hundred
and twenty one the Chancellor, passed his Decree in the
said cause, which was duly enrolled, in the words fol-
lowing (insert it) ## And afterwards to wit on the thirty first
day of October in the year of our Lord one thousand eight
hundred and twenty one, Samuel Hoole one of the Trustees
appointed by the said Decree filed in the said cause a
bond in the words following (insert it) ## On the foot
of which bond the Chancellor ordered as follows (insert
the approval) ## And afterwards to wit on the second day of
November in the year of our Lord one thousand eight hundred
and twenty one, William Manchester also one of the Trustees
appointed by said Decree, filed in the said cause a bond in
the words following (insert it) ## On the foot of which bond
the Chancellor ordered as follows (insert the approval) ##

And afterwards tourl on the twelfth day of December
in the year of our Lord one thousand Eight hundred and
twenty one, the said Trustees filed in in the said cause
a report of their proceedings, in the words following (insert
report) whereupon the Chancellor ordered as follows (insert
order of 12 Decr. 1821- at the end of the report) # And after
wards tourl on the twelfth day of February in the year of our
Lord one thousand Eight hundred and twenty two, the said Trustees
filed in the said cause a certificate in the words following
(insert the printer) # And thereupon the Chancellor ordered in
the said cause as follows (insert the order 12 Feb. 1822) # And
afterwards tourl on the sixteenth day of February in the year
of our Lord one thousand Eight hundred and twenty two, the Aud-
itor of the said court filed in the said cause a report of his
proceedings therein in the words and figures following (insert
it) upon which the Chancellor ordered as follows (insert
the order 19 Feb. 1822) # And afterwards tourl on the fifth
day of August in the year of our Lord one thousand Eight hun-
dred and twenty two, was filed in the said cause a petition
in the words following (insert the application for the balance
of the money) # upon which the Chancellor ordered as
follows. (insert the order) #

Maryland &c.

I hereby certify that the foregoing is a true copy from the
original proceedings in the said cause now remaining of
record in the office of the Court of Chancery of Maryland:

In testimony whereof I hereto sub-
scribe my name and affix the Great
Seal of the State of Maryland this
day of January in the

year of our Lord one thousand Eight hundred and twenty eight
Barney Waters
Reg. car can

W. Stewart
Acknowledgement
for \$300
Nov. 1. 1819

Prest. & Directors
of the Balt. Water Comp.
Present

Baltimore November 1st 1819.

Pres^t & Directors of the
Balt^o Water Company

Gentlemen,

My proposition of the
6th Sept^r 1819. to your board having been accepted, and a Deed
for the property about to be executed, it becomes my duty
to declare that I consider myself, my heirs & Assigns responsible,
and liable to the Balt^o Water Company for any sum of money
not exceeding one sixth part of the loss that may be actually sustained
by the building comp^y, or the Water comp^y. They having assumed the
payment of the claims against the Building comp^y - in the final
settlement and liquidation of the accounts, Provided said sixth
part does not exceed five hundred dollars - By this arrangement
I wish it expressly understood that I will not pay a greater sum
than five hundred dollars & consequently if fortunate
circumstances should leave in the hands of the Water Company
a balance to be paid to the Building comp^y. I hereby relinquish
all my right, title and interest to the sixth part of the same
to the Water Company, They having by this arrangement
exonerated me from paying a greater sum than five
hundred dollars -

Wm Stuart

December 17 1819

John Water Company
of the

Gentlemen, My representation of the
the 1st of 1819 to your board having been accepted, and a vote
for the property about to be executed is received, and with
to declare that I consider myself, my heirs & assigns, independent
and liable to the John Water Company for any sum of money
not exceeding one sixth part of the life that may be actually received
by the said company or the water works, the having signed the
payment of the claims against the said company in the form of
settlements and liquidation of the account. I consider myself
paid, and not expect five hundred dollars - By the company
I wish it expressly understood that I will not pay a greater sum
than five hundred dollars & consequently if fortunate
circumstances should arise in the hands of the water company
a balance to be paid to the said company, I will not receive
all my right till our interest to the work part of the same
to the water company the having by this arrangement
expected me from paying a greater sum than five
hundred dollars

Wm. Water
J. Water

Received of J. H. [unclear]
the sum of \$100.00
for [unclear]

100/100
100/100
100/100

William Lewis
Esq. Secretary to Purchase
his services on contract
about 1860

Pres't & Directors of the
Balt. Water Comfy.
Present

Baltimore Sept. 6th 1819.

Pres^t & Directors of the
Balt^o. Water Comp^y }

Gentlemen, I propose purchasing the Annuities
on the lot I have from the Water Comp^y and also the lot of
Mr. Hinder, at the rate of 8 p. c. or 12¹/₂ Years purchase —
deducting from the amt. the balance due me from the Comp^y
on which interest is to be allowed, and to pay the balance due
by Mr. Hinder on his lot with interest — For the balance I will
give my note including principal & interest, when the deed is
executed, payable in 12 Months. or in 6, 12 & 18 months —

At the same time, I will give a written obligation to pay
on demand any sum not exceeding one sixth, of the loss that
may be actually sustained by the building Comp^y for Mr. R. Mill's
house, & Mr. H. Bonner's quarter of a house, provided said sixth
part does not exceed five hundred dollars — The acct. according
to the above proposition calculated to the 15th Sept^r. last. will stand
thus —

Balance due me — 2997.12
Interest to 15th Sept^r. 1819 — 67.43
Note at 12 months — 2795.64
\$ 5860.19

Note at 12 months as above 2795.64
Interest on ditto — 167.70
\$ 2963.34

Annuities of 2 lots 46 ft. — 3450.00
Ground rent to 15th Sept^r. 1819 — 517.50
Balance against Mr. Hinder 1851.04
Interest on do. to 15th Sept^r. 1819 — 21.65
\$ 5860.19

An early reply to this proposition will oblige yr. H. Sawt.

Wm. Stuart

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To the
President & Directors of the
Bath Water Comp'y

Geo W Stevens
Proprietor to purchase
Ground No
May 1. - 1879

To the President & Directors of the Batt^o Water Comp^y

Gentlemen, Learning from M^r. Winchester

that the Water Comp^y had determined to dispose of the Annuities of the 12 buildings on Calvert Street, giving to the proprietors a preference — as soon as I understood that fact I solicited M^r. Winchester to inform you that I would purchase the annuity of the house I own, and now, by the solicitation of M^r. Hinder, I am desirous of having his Lot added in the Deed as they are adjoining each other, upon the following terms, V^{er}g^t.

There is a balance due me from the 12 Buildings, in consequence of a larger sum, than said balance; paid in Philadelphia for Marble Mantles &c upon which I have charged no advance —

Balance due me 2,997 " 12

I will pay when }
the deed is executed } 1,000. 00

&
Sixty days thereafter 1,718 " 92

\$ 5,716 " 04

Annuity of 46 feet 2 Lots — 3450. 00

Ground Rent to 1st May 1819. — 414. 00

Balance against M^r. Hinder }
so as to make his house } 1,852. 04
clear for him —

\$ 5,716 " 04

Batt^o. May 1st 1819.

Wm Stuart

To the President & Directors of the State Water Supply

Balance due me 2997-12

1000.00 {

2716.04

Wm. W. W. W.
Wm. W. W. W.
Wm. W. W. W.

Wm. W. W. W.
Wm. W. W. W.
Wm. W. W. W.

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Remitted \$600 - H. St. Mills
Mills - "1500 - Dec 3^d 1817

 Informing of the Decision
and urging a Loan

The President &
Directors of the
Baltimore Water
Company

The President & Directors of the
Baltimore Water Co.

Dec. 2^d 1817.

Gentlemen

The twelve buildings on Cal-
vert Street being enclosed, a division of them
according to the articles of agreement took
place on the 13.th of the last month in presence
of your Committee, when Houses N^o 4 & 5
were allotted to you.

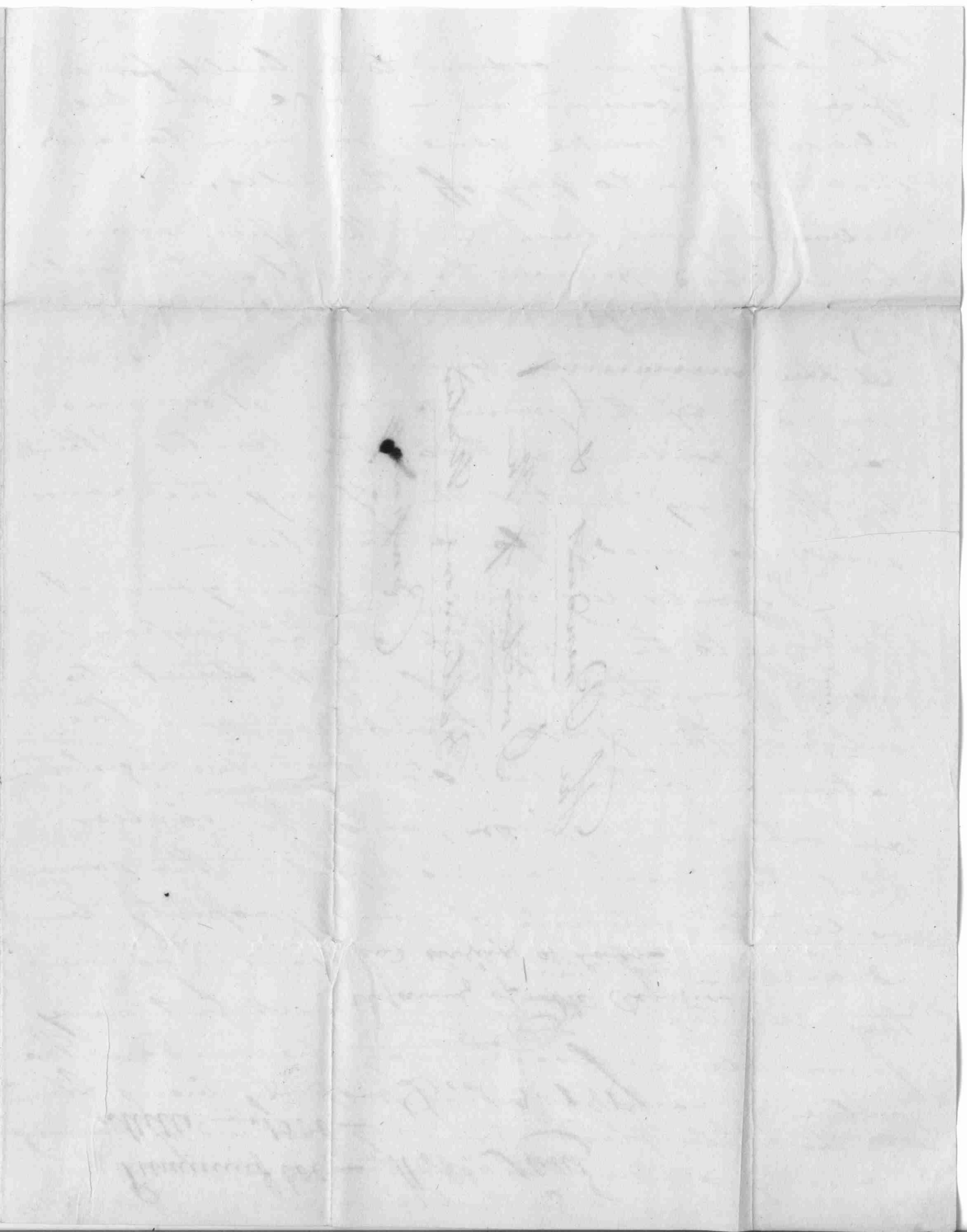
I have deposited in your office an
acc^t of receipts of monies & expenditures on
these buildings up to the present time, and
as some more monies will be required to
complete them and it was understood in the
commencement of the business that the Water
Company would assist by loan or otherwise
those persons engaged in the buildings whose
circumstances and deficiencies, in amount of
work to the cost of their building would re-
quire such assistance, the Building company
would request of you to make them such
loan, and to receive their buildings as a
collateral security for the same.

As it will be expedient to have the Houses
insured application has been made to the Bal-
timore fire insurance Company to ascertain
^{what} terms they will do it. The amt of insurance
was fixed at 3000^l upon the whole.

The house you ordered to be built for an office &c is covered in - will you be pleased to make some provision towards enabling me to pay off the bills. -

Would you wish that the office room be finished previous to the rest of the building, or that the whole house be completed at the same time before the office is removed. - If the present room it occupies can be continued thro' the winter, I think by the early part of the spring the house will be ready ~~to be~~ tenanted -

I would beg leave to draw your attention to the subject of the proposed road from the end of South Street to intersect the York turnpike, and the extension of the said street. - The Legislature are now in session, and the earlier that this road can be effected, the sooner will the interests of your property be advanced. - If the business could go on this winter, I have no doubt but very favorable contracts may be made. - The value of your meadow property being lessened by the late flood, the only method of raising it is by extending this road thro' it. - With sentiments of respect I am yours &c Robt Mills



The Pres^t & Directors of the
Baltimore Water Company
Gentlemen

Balt^o - April 6th 1819

The Bills against the 12 buildings
being all rendered in, I conceive it my duty
to lay before you an exhibit of the state of this
concern - A Committee was some time ago
appointed by the building Company to examine
the several individual accounts, and as it
is possible that this Committee may not be
ready to report in time for the Company to
lay the result before your board at your
next meeting (tomorrow) I have thought it
proper to give you a view of the whole concern
in an exhibit, by which you will see how
each individual of the Company stands -

This statement is founded upon the Bills
rendered in - The detail of the several a/c's
will be found in your office, where all the
bills have been deposited together with an
a/c current of the whole transaction -

Before laying down this exhibit, permit me
to state to the Board what has occasioned the
extraordinary increase of cost of the houses, above
what originally was contemplated -

In the first place, - There was a great deep-
tion in the ground upon which the buildings
were to be built - as was manifest when we
began to look for foundations for our walls -
What we took for the natural soil proved
afterwards to be made ground, - This unfortu-
nately compelled us to resort to considerable
more expense of labor & materials to secure
the permanency of our buildings - In ad-
dition to this difficulty we had to encounter
springs of water, and to provide the requisite

R Mills
informing of the exhibit
of the 12 Buildings

drawn to lead them away - these circumstances
in the first month led us into double expenses.
2^d The original plan never calculated that
there should be brick walls between the yards
& therefore the filling in of the great cavity
behind the buildings went on - When a ma-
jority of the Company concluded that brick
walls would be the most expedient & proper to
such houses, we had to encounter all the expense
of not only building these walls but of searching
for foundations thro' all the depth of made
ground lately filled in - The quantity of stone
& labor of digging, which these found above took
is a proof of the serious expense which was
incurred -

3^d Marble steps in front of the houses & free
stone steps behind were never estimated because
not intended in the first plan, but the Com-
pany decided that it was best to have them
in place of wood, and you may judge that
this additional expense was no trifling matter.
As the exterior of the houses was to be finished
all alike, and a majority of the Company being
in favor of these additions, they were entered into -
The stone steps led to iron hand rails -

4th In regard to the interior, there were
many particulars of expense additional incurred
voluntarily - One material one, are the mar-
ble mantles, joints & soap stone to the fire
places - Another is, where it was originally
intended to counterfeit the principal floor
only, all the floors are counterfeited (or ven-
eered between the joists as it is commonly termed) -
The principal floor was also only, to be secret
nailed, but all the floors were secret nailed.
Plain open newel stairs were laid down
at first to be executed, & after the carriages
were up, an entire change was made to

a circular well hole, - continued hand rail, mahogany & cowl maple balusters &c. and thence all the way up to the garret -

additions were also made to the private stairs building for pantry closets, and all the cellars were paved with brick, not usual in such houses as were contemplated -

5th After the yards & alley were filled up to a grade to throw the water into Center St., the plan was proposed to open an alley along the South end of the buildings, which occasioned an alteration of the original grade, and we had to go to the additional expense of removing much earth away -

6th In the original estimate we did not include the paving of the street & alley, though however one changed against the buildings -

These gentlemen are among the most prominent additions & alterations made to the original plan of these houses - there are others of minor importance still adding to the expense, but I shall not trouble you with detailing them - What I have stated I trust will suffice to remove in some degree the blame that might attach ~~itself~~ to me for allowing such increase of expense but as before observed, the will of the majority governed, and as I had equally the interests of the Water Co. to consult with the building Company, I was sensible that whatever improvement or additions the latter were willing to make, it was to the interests of the former to accede to, as in proportion to the respectability of these houses will be the increase in value of the adjoining property. With sentiments of respect I have the honor to salute you gentlemen. - Robt. Mills.

N.B. - The exhibit you will find on the other side.

Statement of the Calvert Street Company. 12 buildings Concerns.

Those of the Company who have received more than their work or materials amt. to are

Those of the Company whose work materials & money have exceeded the cost of their hours are.

N ^o 2.	James Hinder	\$ 1886.12
7	J. H. Rogers	2049 33
9	J. C. Nelson	5691 43
10	Moses Hand	5772.36
11.	Ch ^l Hamel 1/2 house	1849.22
	J. C. Dew - 1/4 do	66.73
	Bonner - 1/4 do	1998.05
12.	Robt Mills	4082.11
		<u>\$ 23395 35.</u>

N ^o 1.	Towson & Stewart	\$ 2762 67
348.	Marion & Ruddy	726 17
446.	Baltimore Water Co cash & notes	12707 37
5.	Ch ^l Constable & Co.	1023 78
Bills unpaid & owing to sundry persons as stated in the Book		6175 36
		<u>\$ 23395 35</u>

NB. Since the above was made out the committee have reported to the Company & will probably lay before you the result of the business.
R. Mills

Errors Excepted

Robt Mills
Arch^t & Treasurer of the
Calvert St. building Company.
Baltimore April 8th 1849.

Building Company on Calvert Street
1819 To Baltimore Company
May 1. To Balance as pr Book admitted by
" the Company \$16,926.31
" 24 Months Interest to May 1821. 2,031.16
\$18,957.47

Errors Erased
Baltimore May 24. 1821
for the Baltimore Water Company
Isaac M. Elton, President

From Boston
Boston May 24. 1851

To the Boston
Mass. Wm. L. Garrison

Palmdale March 9th 1818

The President & Directors of the Bacty Water Company,

Gentlemen,

We have had a meeting of those concerned in the Livestock Buildings now erecting by the Water Company & ourselves, for the purpose of taking into consideration your letter of the 5th Instant, and after mature deliberation have concluded, that without your friendly aid, it will not be possible to progress farther in the completion of the Buildings, the lowest amount that can be made to answer our purposes is \$12,400.00 — which is wanted by the following persons viz.

Charles Bonetabbe & Co	\$2000.00	payable 1 st April 1818
John Ready	2500.00	do 7 th March 1 st April 1 st May 21 st June 1818
Peter Mason	2500.00	do do do
Charles Hammel	2000.00	" " "
John W Rogers	1000.00	Payable 1 st April & 1 st June 1818
Moses Hand	1000.00	1 st June 1818
Lat. Hinds	600.00	do 1 st April & 1 st June — do
Lat. C Dem	800.00	" 1 st April 1818
	<u>12,400.00</u>	

From the above dates of payments required it appears that there is

Wanted immediately \$ 1750. 00

1st April 5350. 00

1st May 1750. 00

1st June 3350. 00 \$ 12,400 To be paid to the

Individuals as above stated, they producing an order to that effect from Robert Mills archt. —

We are certainly not disposed to trouble the Water Company with the arrangements, and consequent apportionment of debts due by individuals to each other, and the Water Company - But we wish the President & Directors of the Water Company to receive a statement of the whole concern, when properly arranged and to include in their ~~bill~~ ^{bill} levies, upon those houses that may be in arrears, the amount due to individuals, as well as the loan from the Company, and to finally pay to each individual the balance due, ~~when~~ the same may be received from those indebted, and not before —

We believe there will ^{be} little to settle, as all the money is advanced by the Water Company and the residue, will be very much of an Exchange of Work & Materials

leaving small, if any balances to each other —

We are satisfied that the Ten houses shall be responsible for all advances made by the Water Company either heretofore, or that may hereafter be made —

We have no objections to the terms for refunding and sale, as stated in your letter of the 5th Instant believing that we shall have no difficulties in the final settlement, if the Water Company will say that they will see every legal claim against the houses for Building the same paid, and to secure the Water Company we are willing they should continue to hold the rights to the houses until they are perfectly satisfied. —

We wish it to be expressly understood, that if the President & Directors of the Water Company agree to this proposal and the different parts of it. That we pledge ourselves to finish our respective parts of the buildings either in work or materials, as the case may be, with all possible dispatch and without any further advance whatever — In Witness Whereof

We have hereunto seth our hands the day and year
first above written — W^m Stead

Charles Constable & Co

Peter Mason

John Ready

Lat. Hilday

Charles Hamme

John H Rogers

Robert Mills

Lat C Davis

Moses Hand

Calvin S. Bulding
Announcing the
Completion of
29th April 1879

To the President & Directors of the Baltimore Water Company

Gentlemen,

After the lapse of a much longer period of time than we once expected, we are at length enabled to lay before you a statement of each account against the Twelve Buildings on Calvert Street, so far as we have been able to ascertain them, and to such amounts as we believe, after a tedious examination to be correct.

By a reference to the book of accounts herewith exhibited, you will be able to ascertain the precise situation of each individual's account. which leaves a balance due to some of us, while others are indebted, our wish, and request now is; That the Water Company should become responsible for all the debts due upon the houses, as well to the proprietors, as others; and that they hold those houses that are in arrears, responsible to them, for the repayment of such claims as the Water Company may settle, either by note, or otherwise.

Balt. April 29th 1819.

Charles Hamel
Das. Hinder
Robert Mills
John Rogers
J. C. Nelson

Wm Stuart &
Peter Mason
Jas. Constable
John Hand
Wm. Ritty
James C. Dew

To the President of the University of the South
After the lapse of a few days
I have the honor to inform you that the
University of the South has received from the
British Museum a valuable collection of
manuscripts and books, which it is
now pleased to place at the disposal of
the University. The collection consists of
a large number of volumes, including
many of the most valuable and
interesting works of the Middle Ages.
The books are in excellent condition,
and the collection is of great value
to the University. It is hoped that
the University will be able to make
good use of the collection, and that
it will be able to place some of the
books at the disposal of the public.

Yours faithfully,
Wm. W. W.

10th April 1879.
Charles Sumner
Prof. of History
Harvard University
Boston

Handwritten text, likely bleed-through from the reverse side of the page. The text is faint and appears to be a list or a series of entries, possibly related to a collection or inventory. The handwriting is cursive and difficult to decipher.

We the Subscribers hereby agree to submit
all matters in dispute between us, & the Building
Company on Calvert Street, as well as all
matters in dispute between said Building
Company, and any person or persons, or
between said Building Company and the
Water Company, to arbitration under a Rule
of Court & hereby authorize Samuel McCall
to appear for us and in our behalf in an amicable
suit to be instituted forthwith

Baltimore January 23. 1820

John R. Dy. Seal

Peter Mason Seal

John Rogers Seal

James C. Kelson Seal

John Constable Seal

Charles Hamel Seal

Moses Hand Seal

Robert Mills Seal

John B. Williams Seal

James C. Bell Seal



Mr. Mills
Communications
&
Calculations
Dec. 6th 1817

Robert Mills.

Calculation for 12 Buds

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Stone cutting Wm Stewart purch. from Tho. Tomson	1 house N ^o 1. Probable cost of work	\$ 9,600.00
Bricklayer James Hindes	1 house N ^o 2. — ditto —	7,000.00
Carpenters work John Ready	1 house N ^o 3. — ditto —	16,000.00
	water b ^o house N ^o 4.	
Lumber Merchant Chas Constable & Co.	1 house N ^o 5. — ditto —	20,000.00
Brick —	water b ^o house N ^o 6.	
John H Rogers	1 house N ^o 7. — ditto —	12,000.00
Carpenters work Peter Mason	1 house N ^o 8. — ditto —	16,000.00
Hardware James C. Neilson	1 house N ^o 9. — ditto —	4,000.00
Painters work Moses Hand	1 house N ^o 10. — ditto —	5,400.00
Plasterers work Charles Hammill	$\frac{1}{2}$ house } — ditto —	4,000.00
Copper Smiths — Hugh Bonner	$\frac{1}{4}$ house } N ^o 11. — ditto —	1,200.00
Lime Merchant James C. Dorr & Co.	$\frac{1}{4}$ house } — ditto —	3,500.00
Rough Stones Blacksmiths work &c &c Robert Mills	1 house N ^o 12. — ditto —	6,500.00
	Am ^t	\$ 105,200.00

Cash rec. at different times none
yet required - none

ditto ----- 2112. 00

yet required - 800. 00 one half 1st April other 15th May

ditto ----- 4250. 00

yet required - 2500. 00 wanted 7th March April May & June.
in four equal payments

ditto ----- 7000. 00

yet required - 3000. 00 wanted 1st April 1818.

ditto ----- 3500. 00

yet required - 1300. 00 one half 1st April other 1st June.

ditto ----- 4250. 00

yet required - 2500. 00 wanted 7th March, April, May & June,
in four equal payments

ditto ----- none

yet required - none

ditto ----- 1000. 00

yet required - 2000. 00 wanted 15th May & 15th June.

ditto ----- none

yet required - 2000. 00 same as Mr. Ready's pay^{mt}

ditto ----- none

yet required - none

ditto ----- 1000. 00

yet required - 800. 00 - as soon as convenient

ditto ----- none

yet required - none

38012. 00

of the above there has been rec. in 23112. 00

Sum yet required to complete the buildings as stated in comm^{rs} 14900. 00

22

$$\begin{array}{r} 34800 \\ 13 \\ \hline 21800 \end{array}$$

Dec 4 1818

Wm. H. Mills
Master of the ~~Steamship~~ Steamship Co

Dr J. C. White
President of the
Baltimore Water Co

14
Baltimore Dec^r 4, 1817

Dear Sir

Enclosed is a statement of the
monies invested, disbursed & required to
complete the Block of 12 buildings on Cal-
vert street, and if the Water Company
would authorize me to draw upon their
President in favor of Mason & Reddy for
2650^{ts} and in favor of Charles Constatable & Co^s
for 1000^{ts} at present, it would greatly
facilitate the progress of the buildings
& oblige all concerned -

Enclosed are also the answers from
the two ^{fire} Insurance offices, relative to
the 12 buildings - It seems the general
wish of those concerned in them that
the sum to be insured should not
be less than 3000^{ts} on each house -

With sentiments of respect

I am &c Robt Mills

London June 17/47

Dear Sir
I have the honor to acknowledge the receipt of your letter of the 14th inst. in relation to the proposed purchase of the land for the proposed canal. I am sorry to hear that the Committee have not yet decided upon the purchase of the land. I am, however, confident that the Committee will eventually decide in favor of the purchase of the land. I am, therefore, sending you a copy of the report of the Committee on the subject of the purchase of the land. I am, also, sending you a copy of the report of the Committee on the subject of the proposed canal. I am, therefore, sending you a copy of the report of the Committee on the subject of the purchase of the land. I am, also, sending you a copy of the report of the Committee on the subject of the proposed canal.

I am, therefore, sending you a copy of the report of the Committee on the subject of the purchase of the land. I am, also, sending you a copy of the report of the Committee on the subject of the proposed canal. I am, therefore, sending you a copy of the report of the Committee on the subject of the purchase of the land. I am, also, sending you a copy of the report of the Committee on the subject of the proposed canal.

I am, therefore, sending you a copy of the report of the Committee on the subject of the purchase of the land. I am, also, sending you a copy of the report of the Committee on the subject of the proposed canal.

Consent of the
creditors to the
dissolution of the
Water Company

The President & Directors of the Baltimore
Water Company, having signified their willingness
to assume the debts of the Building Association.
We the undersigned creditors of the said
Association, do hereby acknowledge and
settle, content, the debt; and that the said
arrangement has our entire approbation.
Baltimore 16th July 1821.

Chas. Constable, Secy

204th Rddy

James B. Dew

Sam. Smith

Peter Mason

For Dr. Lamson Measuring
Charge as paid by me

Peter Mason

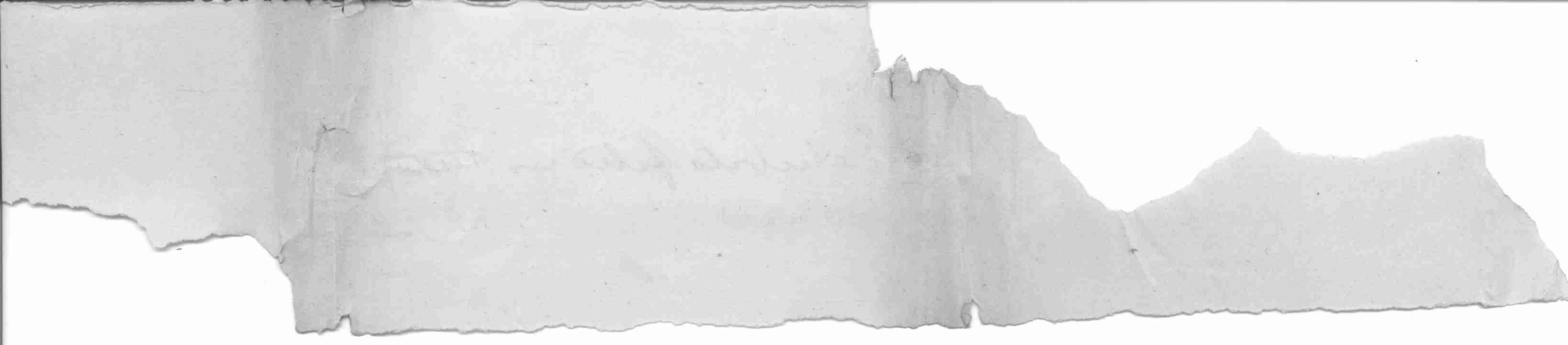
Wm. Perkins

Robert Cary Long

James L. ...

Wm. H. L. and

(Exhibits filed in the)
cause



Cap^d E. A. M.
Batt^o Water Com^d 7

^{or}
Jas. C. Orillon
& others —

agreed for reference

in house place
to file this &

James M. M.

W. H. Hill —

Filed August 4. 1820

on referring to arbitration
4 Aug^t 1820

The President and Directors
of the Baltimore Water
Company

against
James C. Neilson
James Stinds
Moses Hand
Thomas Tolson & others

In Chancery

It is agreed by the parties in this
cause that all matters in dispute between
the Complainants and Defendants and the Bill
answers and exhibits and all other proceedings
in the said cause shall with the leave of
the Chancellor be referred to William Cole
David Winchester and David Williamson
of the City of Baltimore and the award
of any two of them shall be conclusive
and binding on the said parties in this cause
and that this reference be made under the
rule and by order of the Chancellor. The
award to be returned to the Court and a
decree to be passed accordingly thereon.

and it is further agreed by and between
the Defendants for the purpose of finally
closing and settling all matters and disputes
between the said Defendants with each other
that the said arbitrators shall have full
power to settle and adjust all the accounts
matters and disputes relative to the said
Buildings (mentioned in the Bill) which are
between them, and to award and determine
the true balances due from the one to
the other of them, and to order and
direct the payment of such balances
and the award of any two of the
said arbitrators shall be binding
and conclusive between the Defendants
and each of
(them)

and that this reference be made
under the rule of said Court, and a
decree of the Court to be passed
accordingly upon the return of
the same to be made to the
Court —

Saml. Mott
Solicitor for the County

Thos. Kell
Solicitor for

James Hinds
Moses Hand
Charles Hammell
John H. Rogers
James C. Duce
~~James Williams~~
William Stewart

J. Thos. Smith
Solicitor for

Hugh Bonner

Saml. J. Donaldson
Solicitor for

James C. Nelson
&
Robert Mells

John Riddle

Peter Masses

Thos. Constable
J. Thos.

James Lyman
Bernard J. Williams

13
In Chancery August 4th 1870

On the within report of the Parties it is ordered
that all matters in dispute between the
Complainants and Defendants as therein stated
be referred to William Cole, David Winchester
and David Williamson of the City of Baltimore
and the Award of any two of them to be
Conclusive - The Award to be returned to
this Court for decree

Whitby W

Baltimore
Water Co

@
Neilson

Recommendation
of Trustees.

Filed 25th Oct 1821

President & Directors
of Baltimore Water
Company

vs

James. C. Nelson
W. Stewart
James Wood & Co

In Charge

The Compts by leave to
nominate Lane, Moore and Williams
Wm. Chester of the City of Baltimore
to be appointed Trustees for the
sale of the property mentioned in the
above cause -

James M. Smith, President
of the Baltimore Water Company.

Copd.

The President & Directors
of the Baltimore
Water Company

@

James B Neilson
Cochers.

Decree

26th Oct 1821

The President & Directors of
the Baltimore Water Company
against.

James b Neilson, James Hinds
Moses Hands, Thomas Towson
Charles Hamell, Robert Mills
Charly Constable Samuel Sterell
John Reddy, Peter Masow, Hugh
Bonner, John A Rogers, James
C Leew, James L Grimes, James
Barnard, Charles Williams and
William Steward.

In Chancery
September Term
1821.

The award in this suit having been filed
and docketed and having remained in Court
the first seven days of the present Term without
any exceptions being made thereto. It is this
26th day of October 1821 by John John Poy
Chancellor and by the authority of this Court
adjudged ordered and decreed that the
said Award be and the same is hereby
confirmed. . And it is further
adjudged ordered and decreed in conformity
with the said award. that unless

the Defendants or either of them shall before
the 29th day of October ^{instant} ~~next~~ pay to the
Complainants the sum of Twenty Two thousand
Three hundred and fifty five dollars and fifty
one Cents with Interest thereon from the
first day of May eighteen hundred and nineteen
together with the costs of this suit. the
Ten Houses and the lots of Ground whereon
the same are erected belonging to the Defendants
and mentioned in the first proceedings
or so many of them as shall be sufficient
shall be sold "at public Auction on Monday
the twelfth day of November next. in the
following manner. beginning with House and
Lot number Twelve and then House and
Lot number nine, then House and Lot
number Ten, then House and Lot number
seven, then House and Lot number eleven
then House and Lot number Three,
then House and Lot number Five
then House and Lot number Eight
then House and Lot number ^{Two} ~~Seven~~
and then House and Lot number One

That Samuel Moale and William Winchester
be and they are hereby appointed Trustees
to make the said sale and that the course
and manner of their proceedings shall be as
follows. They shall first file with the Register
of this Court a Bond to the State of Maryland
executed by themselves and a surety or sureties
approved by the Chancellor in the penalty of
~~forty thousand~~ Dollars conditioned for the faithful
performance of the trust reposed in them
by this Decree or to be reposed in them by
any future Decree or order in the premises
They shall then proceed to make the said
sale having first given such notice as the
Trustees may think proper in two or more
news papers printed in the City of Baltimore
of the time place manner and terms of
said sale which shall be on a credit of
four, six and eight months with interest
from the day of sale to be secured by
Bonds or Notes with a surety or sureties
and as soon as conveniently after the

sale the Trustees shall return to this Court a full and particular account of their proceedings relative to said sale with an affidavit of the truth thereof and of the fairness of the sale annexed and on obtaining the ratification of the sale and on payment of the whole purchase money (and not before) the Trustees shall by a good deed to be executed and acknowledged according to law convey to the purchaser or purchasers and his her or their heirs the property to him her or them sold free clear and discharged from all claim of the complainants or of the defendants and those claiming by from or under them or either of them.

And the Trustees shall bring into this Court the ~~money~~ Bonds or Notes taken on the sale together with the purchase money when received to be applied under the Chancellors direction after deducting the costs of this suit and such commission to the Trustees as the Chancellor shall think proper to

allow on consideration of the skill
attention and fidelity wherewith they
shall appear to have discharged the trust

And it is further adjudged ordered
and decreed in conformity with the said
Award that the Complainants shall on or
before the Twelfth day of March Eighteen
hundred and Twenty Two pay to Hugh
Bonner one of the Defendants the sum of
Nine hundred and forty Dollars and
Sixty Eight Cents. in full satisfaction
of all claims of the said Hugh Bonner
against the said Complainants and
Defendants.

W. J. Allen

The President
Directors & Co of
Balto Water Co

vs
James C. Nelson
& others -

Trustee Bond

Mr Waters
file the bond
& lay it before
the Court for his
approval -
J. M. McK
Trustee

Filed 31 October 1821.

Know all men by these Presents that we Samuel Moore
and Randle H Moore of the City of Baltimore and
State of Maryland are held and firmly bound unto
the said State in the full and just sum of Forty
Thousand dollars current money to be paid to the said
State its certain Attorney or assigns to the which
Payment well and truly to be made and Done we
bind ourselves our heirs, Executors and Administrators
firmly by these Presents sealed with our seals and
dated this Twenty seventh day of October in the year
Eighteen hundred and twenty one. Whereas by a
decree of the honorable the Chancellor of Maryland
dated the Twenty sixth day of October Eighteen
hundred and twenty one in a cause wherein The
President and Directors of the Baltimore Water
Company are complainants and James Beilson
James Hinds, Moses Hinds and others are Defendants
The lands and Premises contained in the said
Decree were adjudged to be sold and the said
Samuel ^{William Thompson} Moore were thereby appointed Trustees
to make the said Sale and that before he act as
such he should file with the clerk of said

bought his Bond to the State of Maryland Executed
by himself with surety or sureties in the Penalty
of Forty thousand dollars to be approved of by
the Chancellor for the faithful Performance of the
Trust reposed in him by this Decree or by any
future order or Decree in the Premises. Now the
condition of the above obligation is such that if
the said Samuel Moore shall and Will duly
Perform the Trust reposed in him by the said Decree
or to be reposed in him by any future order or
decree in the Premises, Then this Bond or obligation
to be void otherwise to remain in full force and
virtue in Law.

Signed and sealed,
in the Presence of

Op. Talbot

Samuel Moore Seal

Samuel Moore Seal

Bond approved
3^d Nov 1821

W. Johnson

Trustees Bond

Filed 20 Nov 1821

Know all men by these presents that we William
Winchester and ~~George Winchester~~ hold and firmly bound
unto the State of Maryland in the full and just sum of Forty
thousand Dollars current money to be paid to the said State its
certain Attorney or assigns to which payment well and truly to be
made and done we bind ourselves our heirs executors and
administrators jointly by these presents sealed with our seals and dated
this Twentieth Ninth day of November eighteen hundred and twenty one.
Whereas by a decree of the Honourable the High Court of Chancery of
Maryland passed on the twenty sixth day of October eighteen hundred
and twenty one in a cause wherein the President and Directors of the Baltimore
Water Company are complainants and James Neilson James Bonds and
others are defendants the lots and parcels of ground and premises contained in
the said Decree were adjudged to be sold and the said William Winchester
and Samuel Meale were thereby appointed Trustees to make the said sale and
that before they act as such they should file with the Register of the Court
their Bond to the State of Maryland executed by themselves with surety or
sureties in the penalty of forty thousand Dollars to be approved of by the
Chancellor for the faithful performance of the trust reposed in them by this
Decree or by any future decree or order in the premises. Now the condition
of this obligation is such that if the said William Winchester shall well
and truly perform the trust reposed in him by the above recited decree
or to be reposed in him by any future decree or order in the premises
then this Bond to be void else to be and remain in full force and
virtue in law.

Signed Sealed and delivered
in the presence of
Chas. H. Kalske

Winchester

George Winchester

Prova approved May
3 Nov 1821

W. J. Johnson

Seal

Seal

The President &
Directors of the
Baltimore Water Company
vs

James C. Neilson
& others

Trustee Report
of sales.

Mr Waters
file the Report
and lay it before the
Chancellor for his order
J. Moore
Trustee.

12 Dec. 1821

In Chancery December 12. 1821

Ordered that the sale of certain property made by
Samuel Choate and William Manchester Trustees in the
Cause of the President & Directors of the Baltimore Water
Company against James C. Neilson & others be
ratified and confirmed unless cause be shewn to the
contrary before the 12th day of February next
provided a copy of this order be inserted once in
each of three successive weeks in the American of
Baltimore before the 12th day of January next.

The Report states the amount of sales to be

\$27,650—

W. J. Adams

To the Honorable John Johnson Esq
Chancellor of Maryland.

The Report of Samuel Moore
and William Winchester of the City of Baltimore
Trustees appointed by your Honor for the
Sale of the Property mentioned in the Decree
of this Court in the cause wherein the President
and Directors of the Baltimore Water Company
are complainants and James C. Stulson
James Hendy, Moses Hendy and others are
Defendants, Respectfully sheweth unto
your Honor that your Trustees after filed
their respective Bonds in pursuance of the
Decree and after having given public notice
by advertisement of the time place manner
and Terms of the said Sale according to the
Tenor of said Decree, did, upon the Twelfth
day of November in the year of our Lord
Eighteen hundred and Twenty one set up
and expose to Public Sale upon the premises
the following property mentioned in the
said Decree, to wit. Lot and House Number
Twelve situate on North Calvert Street enclosed
fronting thereon Twenty feet and running back
one hundred and Twenty four feet to an Alley
Eighteen and a half feet wide, Subject to the
annual Ground rent of Six Dollars per front
foot clear of Taxes and to the arrears of Ground

rent due thereon from the first day of
November Eighteen hundred and Seven ten
to the first day of November Eighteen hundred
and Twenty one and did then and there sell
the same unto the said Baltimore Water
Company by the Bid of Talbot Jones
for the sum of Three thousand dollars
he buy the aforesaid Bidder for the same.

Then Lot and House Number nine Situate
on North Calvert Street extended fronting
thereon Twenty three feet and running back
one hundred and Twenty four feet to the
said Alley Subject to the annual Ground
rent of Six dollars per front foot clear of
Taxes and to the arrears of Ground rent due
thereon from the said first day of November
Eighteen hundred and Seven ten to the first
day of November Eighteen hundred and
Twenty one and did then and there sell
the same unto George Earnest of the
City of Baltimore for the sum of Four thousand
dollars he buy the aforesaid Bidder for
the same. Then Lot and House Number
Ten Situate on North Calvert Street extended
fronting thereon Twenty three feet and running
back one hundred and Twenty four feet
to the said Alley Subject to the annual
Ground rent of Six dollars per front foot
clear of Taxes and to the arrears of Ground
rent due thereon from the said first day
of November Eighteen hundred and

Seventeen to the first day of November Eighteen
hundred and Twenty one and did then and
then sell the same unto William Edwards
of the City of Baltimore for the sum of Three
thousand Two hundred Dollars he buy then
and then the highest Bidder for the same.

Then Lot and House Number Seven
Situate on North Calvert Street escheaded
and fronting thereon Twenty Three feet and running
back one hundred and Twenty four feet to the said
Ally subject to the annual Ground rent of Six
Dollars per front foot clear of Taxes and to the
arrears of Ground rent due thereon from the first
day of November Eighteen hundred and Seventeen
to the first day of November Eighteen hundred
and Twenty one and did then and then sell the
same unto the said Baltimore Water Company
by the Bid of the said Talbot Jones, he buy then
and then the highest Bidder for the same.

Then Lot and House Number Eleven Situate
on North Calvert Street escheaded and fronting
thereon Twenty feet Three feet and running back
one hundred and Twenty four feet to the said
Ally subject to the annual Ground rent of
Six Dollars per front foot clear of all Taxes and
to the arrears of Ground rent due thereon from the
first day of November Eighteen hundred and
Seventeen to the first day of November Eighteen
hundred and Twenty one and did then and then
sell the same unto Charles Hamel of the
said City and one of the Defendants in the
said Decree for the sum of Thirty five
hundred Dollars he buy then and then the
highest Bidder for the same. ~~Which said~~
Charles Hamel signed his Name of purchase in the said House

lot to said Baltimore Water Company as will appear by the
certificate hereto annexed
Then Lot and House Number Three Situate on
North Calvert Street extended fronting
thereon Twenty three feet and escheading
back one hundred and Twenty four feet
to the said City Subject to the annual
Ground rent of Six Dollars per front
foot clear of Taxes and to the arrears
of Ground rent due thereon from the first
day of November Eighteen hundred and
Seven ten to the first day of November
Eighteen hundred and Twenty one and
did then and there sell the same to the said
Baltimore Water Company by the Bid of
John Ready one of the said Defendants or by the authorized
agent hereto appointed, who appeared
for the sum of Thirty Six hundred Dollars
he buys then and there the Highest Bidder
for the same. Then Lot and House
Number Five Situate on North Calvert
Street escheading fronting thereon Twenty three
feet and running back one hundred and
Twenty four feet to the said City, Subject to
the annual Ground rent of Six Dollars per
front foot clear of Taxes and to the arrears
of Ground rent due thereon from the first
day of November Eighteen hundred and
Seven ten to the first day of November
Eighteen hundred and Twenty one and did
then and there sell the same unto the
said Baltimore Water Company by
the Bid of John McKim Junior of the
said City for the sum of Three
thousand Three hundred and fifty Dollars

he buy the highest Bidder for the same -

Then Lot V House Number Eight
situate on North Calvert Street escheated
fronting Thrown Twenty Three feet and running
back one hundred and Twenty four feet to
the said Alley Subject to the annual Ground
rent of Six Dollars per front foot clear
of Taxes and to the Arrears of Ground rent
due therefrom from the first day of November
Eighteen hundred and Seven ten to the
first day of November Eighteen hundred
and Twenty one and did then and there
sell the same to the said Baltimore Water
Company by the Bid of Peter Olason one of the
said Defendants as by the certificate thereof hereunto annexed
will appear
for the sum of Thirty five hundred Dollars
he being the highest Bidder for the same -

your Trustees further report that the
whole of the above property is a Leasehold
Interest for the Term of ninety nine years
unrenewable forever. That the said Sales
amount altogether to the sum of Twenty
seven thousand Six hundred and fifty Dollars

That your Trustees deemed it unnecessary
to take from the said President & Directors
of the Baltimore Water Company the said
Compliments notes or Bonds for the
purchase money of the said Property
purchased by the said Compliments
as herein before mentioned because the

Sum of money decreed to them by
the said decree herein before men-
tioned for exceeding the amount of the
purchase money of the said property
sold to them by your Trustees under
the said decree as herein before mentioned.

Your Trustees have received from
the said George Earnest his Three promissory
notes with Ebenezer Steel and Philip Little
as his Securities dated the said day of sale
for the amount of the purchase money of
the said Lot and House sold to him as herein
before mentioned according to the Term of
the said Decree. Your Trustees have received
from the said William Edwards his Three
promissory notes with Moses Handy as
his Securities dated the said day of sale
for the amount of the purchase money of the
Lot and House sold to him as herein before
mentioned according to the Term of the said Decree.

That the amount of expenses attending said
Sale is Thirty Dollars as by the Taxors thereof
will appear by vouchers of printing and
posting said Sale - all which is sworn to

Jam. Moore
Trustee.

Winchester

Beltown County to wit on the 10.th day of
Decr 1821 appeared before me the Subscribing
Justice of the peace for the County of Belton the above
James Moore and William Winchester and made
oath that the foregoing Report is true to the best of
their knowledge and belief.

Sworn before Cha. Winchester

President & Directors of
The Baltimore Water
Company

vs

In Chancery.

James C. Nielson
& others

Decree for
a Sale

I the undersigned having transferred
my Right of Purchase in and
Lot 140 on No Eight Street
off to me at the Sale of the property
sold under the said Decree, to the
President and Directors of the
Baltimore Water Company. I do
hereby direct the Trustees for making
said Sale to return and report
to the Baltimore Water Company. 13
the purchasing of said Lot in
my name and place - the said
Baltimore Water Company complying
with the Terms of said Sale -

Peter Mason

Transfer from

~~Proctor~~
Pitts & Allison
N

Water Co

President & Directors of the
Baltimore Water Co

vs

James C. Milson
& others.

In Chancery

Decree for a Sale

I the undersigned having Transferred my right
of purchase in and to Lot & House number
three ~~Lot 3~~ struck off to me at the sale of the property
sold under the said decree, to the President and
Directors of the Baltimore Water Company,
I do hereby direct the Trustees for making said
sale to return & repay the Baltimore Water
Company as the purchasers of said Lot & House
in my room, & place the said Baltimore
Water Comp complying with the terms of said
Sale &

1874, R.R. By

Printed & Published by
Baltimore, Md. Co.

Vol. 1, No. 1
1850

James M. Smith
Editor

The undersigned have the honor to inform you that they have purchased in and for the State of Maryland the right of publishing a paper to be called the "Baltimore Patriot" and to be published weekly at the office of the undersigned at the corner of the city of Baltimore.

The first number of the "Baltimore Patriot" will be published on the 1st of January next. The paper will be published at the office of the undersigned at the corner of the city of Baltimore. The price of the paper will be \$1.00 per annum in advance.

Yours very respectfully,
James M. Smith
Editor

The President & Directors
 of the Baltimore Water
 Company } In Charge
 James C. Hullson } Secum for
 & others } Sale

I the undersigned having transferred
 my Right of Purchase in and to
 Lot & House Number Eleven struck
 off to me at the Sale of the property
 sold under the said Decree to the
 President & Directors of the Baltimore
 Water Company - I do hereby direct
 the Trustee for making the said Sale
 under the said Decree to return and
 report to the Chancery Court. the said
 Baltimore Water Company as the
 Purchaser of the said Lot and House
 Number Eleven in my room and
 place, the said President & Directors
 Water Company complying with the
 Terms of said Sale -

Charles Hornel

2

Handwritten word, possibly "Haniel"

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Handwritten notes at the bottom right of the page.

In Chancery Feby 12. 1822

Ordered that the sale within reported be absolutely
ratified and confirmed. No cause having
~~been~~ been shewn to the contrary, altho notice
of the same has been published according to order.
The Trustees ^{are} allowed for commission and
all expences one thousand and twenty
dollars on the first three thousand
dollars of the purchase money and
at the rate of three per cent on the
residue

J. J. Mason

Capd E. A. W. 7/23 sid,
The President & Directors,
of the Baltimore Water
Company.

James C. Nelson
Clothes.

Award

Filed 23^d July
1821

The President and Directors
of the Baltimore Water Company

VS

James C. Kilson, James Hind,
Moses Hand, Thomas Towson and
Others—

In Chancery

We the Undersigned Arbitrators named and appointed in the
Rule of reference Hereto annexed and in the above Cause,
Having taken upon ourselves the Burthen of the Said Arbitration
and having given Notice to the Said Parties Complainants and
defendants of the time and place of their Meeting and the said
Parties having attended and we the Said Arbitrators having
heard and read all the evidence documents and accounts
adduced and brought before us, for and on Behalf of
the Said Parties Complainants and defendants and having
duly considered the Same, do find that the Said defendants
are jointly and severally indebted to the Said Complainants
in the Sum of Twenty two Thousand three hundred and
fifty five dollars and fifty One Cent with Interest thereon
from the first day of May Eighteen hundred and Nineteen
and which Said Sum of Money and Interest we find to be
due from the Said defendants to the Said Complainants—
and we do hereby Award and Order that the Said defendants
shall pay to the Said Complainants the aforesaid Sum of
Money and Interest thereon and legal costs of this Suit on or
Before the Twenty fifth day of October Next— and Make

Verby Award and Order that in Case the said defendants
or either of them; Shall not pay to the said Complainants
the said Sum of Money and Interest and the legal Costs of the
Suit on or before the said Twenty Ninth day of October
next; then we do Verby Award and Order that Ten Houses
and the lots of ground whereon the same are erected belonging
to the defendants and mentioned in the said Proceedings in the
said Cause or so many of them as shall be sufficient to
discharge the said Sum of Money Interest and Costs of Suit
and expenses and Commissions incurred in making the Sale
Herein after mentioned — Shall be sold at Public Auction
on Monday the Twelfth day of November this next ensuing
by a Trustee or Trustees to be appointed by the Chancellor
of Maryland on a credit of four, Six, and Eight Months
with Interest from the day of Sale, and that the said Ten Houses
and Lots be sold in the following Order, beginning with House
and Lot Number Twelve and then House and Lot Number
Nine, then House of Lot Number Ten, then House and Lot
Number Seven, then House of Lot Number Eleven, then House and
Lot Number Three, then House of Lot Number five, then
House of Lot Number Eight — then House and Lot Number two
and then House of Lot Number One — the net proceeds
of the said Sale to be paid over to the said Complainants by
the said Trustee or Trustees to be appointed as aforesaid —
And We do find that the said Hugh Bommer one of the
said defendants in the said Proceedings mentioned, is not a
Member of the said Building Company or Association.

Mentioned in the Said Proceedings, and We do hereby find that
the One fourth of the Said House and Lot Number Eleven is the
Property of the Said Complainants and chargeable to them and that
the Said Complainant shall pay to the Said Hugh Bonner
the Sum of Nine Hundred and forty dollars Sixty Eight
Cents or on before the Twelfth day of March 1822 in full
Satisfaction of all Claims of the Said Hugh Bonner
Against the Said Complainants & Defendants -

In Witness we have hereunto set our hands
and Seals this Nineteenth day of July 1821

William Cole Seal

Dr. Winchester Seal

J. Williamson. Seal

The Estate of the Baltimore
Calvert Street Building
Company

With
Samuel Moale & William
Winchester Esqrs Trustees

And
Auditor's Report

16. Feb. 1822.

Adm H
19 July 1822
Adm 8 Aug 1822

The Baltimore
Water Company
act.

James B Neilson V. Others

In Chancery 16. Feb. 1822.

The Auditor reports to his Honor the
Chancellor, that on the application of the Trustees for the Sale
of the buildings on Calvert Street, he has attentively examined
the Proceedings and stated from ^{them} the within account,
wherein the Proceeds of the Property are applied to the Payt.
of the Trustees' Commission, the Costs in this Court and the
Sum awarded and decreed to the Complainants - & the
balance is left unappropriated - it not appearing
who is Entitled to it -

Which is respectfully Submitted
George Mackubin Auditor

D^r The Estate of the Baltimore Calvert Street Building Co. in Acc^t with Saml. Moale & W^m Winchester Trustees *C^r*

1821.		\$.	Cts.	\$.	Cts.	1821		Doll's	Cts.
Nov. 12.	To the Trustees, for Commission and all Expenses	859.	50.			Nov. 12.	My Amount of Sales then made for Report	27650.	" "
" "	To the Complainants' Costs in Chancery, viz.								
	Registers' Fees sent out to them	9.	90.						
	Do non due and sent to the Trustees	31.	63.						
	Seals and Taxes	6.	75.						
	Solicitors' Fee	10.	" "	58.	28.				
" "	To the Auditor for his Fee (charged to the Trustees)	4.	67.						
" "	To the President & Directors of the Baltimore Water Company, for Award & Decree	22355.	51.						
	With Interest from 1 May 1819 = 2.6.11	3394.	81.	25749.	82.				
" "	To Balance			977.	73.				
				\$ 27650.	" "			\$ 27650.	" "

In Chancery July 19th 1822

ordered that the report of the auditor be read and the same is hereby ratified and confirmed and the trustees are ~~ordered~~ authorized and directed out of any money that they have or may receive under the sale to pay to the several persons named in the account the respective sums due them with a due portion of the interest the trustees ^{have} may receive

J^W. Simon

By Balance for Contra 977. 73.

add in the balance paper on the petition of the President & Directors of the Baltimore Water Company

8th Aug^r 1822

The President
& Directors of
the Balto Water
Comp^y

v3

Jas. C. Neilson
& others

Mr Water
file the
application and
lay it before the
Comm for his order

J. M. Noble
Scri for P. H.

Filed 5 August 1822
Order 8 Aug^r 1822

The President & Directors
of the Baltimore Water Co.
James C. Wilson & others & Eschmeyer
Execs for sale
To the Honorable John Johnson
Chancellor of Maryland

The undersigned
Complainant and Defendants in the above
cause beg leave to represent to the Chancellor
that by the order of distribution of the
sale dated February 19th 1822 under the
above Execs there remaining in the hands of
Jas Moad Wm Winchester, Trustee the
sum of nine Hundred and Seventy Seven dollars
and twenty three Cents Balance of said
sale and thirty nine dollars and Eleven
Cents Interest received by said Trustee
thereon which said sum of money and
Interest by the said order remaining
unappropriated May it please your

Shower to direct the Said Trustee to
pay over the Said sum of money
making together one thousand and sixteen
dollars and eighty four cents to the
Said President and Directors of the
Baltimore Water Company and your
Petitioner will ever pray

Peter Johnson

James S. Neilson

John R. Dwy

James H. Hinder

Thomas Hand

John H. Rogers

W. Stuart

Charles Hamel

John Constable

W. Hollins

Director of the
Water Company



Mr. C.

Ordered that the trustees in the
case mentioned in the petition pay to
The president and directors of the Baltimore
Water Company the sum of nine hundred
and twenty seven dollars and twenty three
cents, the balance remaining in their hands
according to the report of the auditor
of the 16th of February last, together the
interest thereon that the trustees have or
may receive

J. W. Johnson

Belle Water
Company

vs

Jas. C. Neilson
vs -

certificate of
Publication of
order of ratification

Mr Waters
file Thos H
Jr
J Moore
Trustee -

Filed 12 Feb. 1822

R R

J Moore
Printer's certificate

Baltimore, January 22^d, 1822.

These are to certify that the annexed publication of the ratification of the sale of property in the case of Samuel Moale and Wm Winchester, vs. Jas. C. Neilson and others, has been regularly inserted in the American once in each of three successive weeks before the 12th day of January, 1822, according to order.

Wm. Ross.

In Chancery, Dec. 12th, 1821.

ORDERED, That the sale of certain property made by Samuel Moale and William Winchester, Trustees in the cause of the President and Directors of the Baltimore Water Company, against James C. Neilson and others, be ratified and confirmed, unless cause be shown to the contrary, before the 12th day of February next; provided a copy of this order be inserted once in each of three successive weeks in the American of Baltimore before the 12th day of January next. The Report states the amount of sales to be \$27,650.

True copy. Test. RAMSAY WATERS,
de 14—w3 Reg. Cur. Can.

4th - Col. filed with
the Bill

Gentlemen,

Baltimore 5 March 1848

We have before us your letter of the 27th ulto. - by examining the contracts between the parties of the Building Company you will find that we only agreed to advance as the work progressed the probable value of our two Houses estimated to cost about \$13,000 and we find that we have already advanced to the Building Company \$24,835.77 which is said to have been appropriated as follows viz

Charles Constable & Co	\$ 7,000
Lat. Minder	\$ 2,112
En. Ready & P. Mason	8,500
J. A. Rogers	3,500
M. Hand	1,000
J. A. C. Dem	1,000
Robert Mills	<u>1,723.77</u>
	\$ 24,835.77 Total

you will observe by this statement that we have loaned to the Building Company \$11,835.77 more than they had a right to expect.

We are and have been desirous to be the Building

finished as soon as possible, to enable you to do so we have concluded
to make you a further advance of \$10,000 say Ten Thousand Dollars
payable as follows viz

2000 on the 1st April

2000 " " " May

2000 " " " June

4000. payable when all the houses are finished
we have always considered and shall continue to consider
the whole of the Ten Houses answerable to us for the amount
of our advances over and above the cost of our two houses
and until this point is ~~settled~~ satisfactorily settled and
admitted we will not advance another dollar —

Please also to observe, that we will have nothing
to do with the settling of your accounts or with adjusting
the proportion of the loan for which any one of the party
may be answerable, nor will we take or receive a Lien
on your ^{final} settlements on any ^{one} house for a larger sum than \$4000
and if the amount due to us for the advances and may
make to the proprietors of the Ten Houses is not repaid to us
on or before the 1st of Jan^y 1819 with the interest thereon

we shall hold our selves at liberty to sell by Auction so
soon thereafter as we may please at Six Months Credit
the said Hours or such of them as on the final ~~settlement~~
adjustment of your accounts you may assign to us to secure
to us the said advances.

In behalf of the Baltimore Water
Company
John Campbell White. President

To

Mr. William Stearns
Charles Leontata & Co
Peter Mason
John Ready
Charles Hammond
L. P. Hinds
J. H. Rogers
Messrs. Hand
Robert Mills
L. C. Dew
True Copy
J. W. Bates

Filed with the Bill

To the Baltimore Water Company D^r

Sum over \$26801 42

Building Company. Account continued

1818		To.	Amount brought over			24,801.42
Jan	30	"	Paid Leaburs			/
			Atkz..			
Feb	9	To.	Mason & Ready		\$1000.	
		"	Robt. Miley		1000	
	23	"	Moses Hand		1000	
March	9	"	Mason & Ready		1250	
April	1	"	Charles Constable & Co		2000	
	"	"	Lat. Handy		310	
	"	"	Mason & Ready		1250.	
	"	"	Wm. H. Rogers		1000	
	"	"	Lat. C. Dew		800	
May	1	"	Mason & Ready		1250	
June	24	"	Lat. Handy		310	
July	"	"	Mason & Ready		1250	12400
1819 June	22	To.	Ans. Paid F. Johnson			1005.94
July	9	"	Chas. Constable. Paid him			1000.
"	"	"	Ans. Gt. Warrum. Paid by Company			1340 "
August	24	To.	Cash paid being the interest on notes loaned	\$83.33		
Sept.	1	"	do do do do	\$53.33		
Nov.	"	"	do do do do	95.92		
1820 Jan	1	"	" " " "	53.33		
" Feb	"	"	" " " "	13.33		
"	22	"	do do " do	8.53		
"	"	To	" " " "	24.		
"	23	"	Cash do " "	24.	355.77	
1820						\$42,910.24
1820						

42.91024

2492.52

40.41771

Filed with the file

To the President & Directors of the Baltimore Water Company
Gentlemen

We have thought it advisable to make a statement of our situation as it relates to the Twelve Buildings now erecting by the Water Company and our selves respectively on Calvert Street, and likewise to solicit you to advance from time to time, such sums of money as are indispensably necessary for the ultimate completion of the same, a list of which accompany this communication, with the probable cost of the whole amounting to \$105,200.00

The amount of Cash & Notes received in all is \$23,112.00
Yet required 14,900.00

Making an aggregate of . . . \$38,012.00

Which sum, after deducting the cost of the two buildings owned by the Water Company to be repaid with interest by those whose work and materials, or either or both, does not amount to the cost of the house, houses or parts of houses claimed by them respectively.

The intention of this communication is to solicit the President and Directors of the ~~Baltimore~~ Water Company to provide in such way as they may deem expedient, the sum requisite for a speedy completion of the Concern, to this we hope there will be no objection as the right of the whole property is now vested in the Water Company and we wish it to remain so until the money advanced by the Company is repaid to them with interest, but at the same time we do not consider that such of us as may have a balance due to us respectively should have our houses or concerns in houses held responsible for others that are in arrears this we believe equitable, as those houses that are in arrears will at all times, see for more money than has or will be, advanced upon them, to complete the same — We calculate that with proper exertions the houses can be completed by the 1st day of July 1818 and we wish a settlement within sixty days thereafter of the whole concern —

It is likewise wish that after the arrangements and settling
of the accounts, the Water Company to pay to any person
who may have advanced either in materials or Workmanship
or both, more than the amount received by them with the
costs of their house or parts of a house, and also that those
who may be in arrears shall at such times as may be
specified between them and the Water Company, refund
to the President & Directors of the Water Company their
respective balances, and in case the sums due shall
not be paid at the ~~same~~ time appointed that the Water
Company shall sell the house or houses intended for
such as may be delinquent and pay themselves out
of the proceeds, and the balance pay over to the person
or persons whose house, or houses was sold —

It may not be improper to state
that we have have individually engaged in this
concern in consequence of an understanding that the
Water Company would pay the monies required for
the Building and finally settle our respective claims,
for under no other considerations would some of us at
least, have been engaged in the concern, We shall
therefore feel grateful if you will favour us with
a speedy reply to this communication, for upon your
determination depends the completion of the building.

Dated and February 27th 1818

Wm. Stewart
Charles Constable & Co
Peter Mason
John Ready
Charles Hainsworth
Lat. Winch

John H. Rogers
Moses Heald
Robert Mills
Lat. C. Dees

To the Honorable William Ritty Chancellor
of the State of Maryland

The separate answer of Charles Constable, Samuel Sterett, John Bready and Peter Mason to the bill of complaint of the President and Directors of the Baltimore Water Company exhibited against them and others,

These Respondents, saving and reserving to themselves all the benefit of exception to the numerous errors and mistakes in the said bill contained, nevertheless for answer there to or as much as they are advised it is material and proper for them to answer, say

That your Respondents in conjunction with several other persons in the early part of the year eighteen hundred and seventeen formed a plan for the improvement of certain property on the West side of Calvert Street in the City of Baltimore then held by the Complainants, upon principles which had frequently been acted upon and were therefore well known to numbers of the Mechanics of Baltimore, and according to which each individual is ultimately paid for his labour and materials, when the property after being finished is divided amongst them, by receiving a part of it. Your Respondents consider it unnecessary to enter into the details of their principles as they conceive them to be too well known to require more illustration than they will receive by a history of the transaction

which has furnished the subject of the Bill now under consideration

Your Respondents therefore proceed to state to your Honor that the parties concerned agreed to unite in the erection of twelve houses as stated in the Bill of Complaint, each one furnishing the materials in his respective occupation and bestowing his labor upon them to contribute to the desired end. An account of all these various articles was to have been kept, and after the houses should be finished and the cost of the whole ascertained, those persons whose accounts did not amount to the value of the houses appropriated to them were to pay in money the difference which those whose accounts excused the estimated value of their houses, were to receive.

The Water Company however not having any lumber or bricks or materials proper ^{for} the erection of houses to furnish; were to advance in money what was supposed to be the value of the houses which they were to receive. Such, your Respondents ~~are~~ ^{aver} were the principles upon which the agreement referred to was made and they expressly and pointedly deny that ^{at} the time of its execution there was any Partnership or any idea that one person would become liable for the Debts of another. The Houses at this time, it was supposed by all parties, would not cost more than Six thousand five hundred Dollars each, and according to the principles of the agreement it was and must have been understood by all, that he who advanced materials to that amount or what might happen to be the amount of his house could not by any possibility be called upon

to pay any more. Your Respondents Charles Constable and Samuel Sterett being in partnership in the Lumber business united in this under the name of Charles Constable and Company.

Your Respondents further answering state unto your Honor that as it was necessary that some one person should receive and pay away money and superintend the faithful erection of the Buildings, Robert Mills was appointed for that purpose, he being at that time President of the Water Company and therefore in the opinion of your Respondents most fit to be trusted with the money which the Water Company was to advance, but your Respondents deny that he was invested with any general power by them so as to bind them in any matter to which they were not Privy; An illustration of which is furnished by the next subject which your Respondents have to notice. As the undertaking went on, it was discovered that the sum estimated to be the cost of each house was considerably less than its actual amount would be, and in fact it has since appeared that instead of Six thousand five hundred Dollars, each house has cost Eleven thousand five hundred. Your Respondents therefore admit that they proposed to the Complainants by a letter dated on the ninth of March 1818. (a correct copy of which they believe to be filed as one of the Exhibits to the Bill) to hold the Sen Houses responsible for the

amount of money in the said letter mentioned, as an ultimate security in case the Houses, which upon a final settlement should be found to be in Debt, should be unable to discharge the same. But your Respondents aver that the Complainants never did comply with their part of the proposed agreement, for instead of advancing money, they gave promissory notes many of which and particularly some held by your Respondents are still unpaid: so that the Complainants by their Bill are seeking to recover from your Respondents, money which has never been advanced, which they consider contrary to principles of Equity as established by your Honorable Court.

Your Respondents further answering state unto your Honor that after the Houses above mentioned were finished, to the best of their recollection in the early part of the year 1819, a Division of the Houses as contemplated in the agreement when first formed, ^{in the month of November 1817} was made, and the choice of the Houses in succession exposed to sale amongst the parties, ^{when} ~~which~~ the following apportionment took Place

- | | |
|-------|-------------------------------|
| No. 1 | William Stewart |
| 2 | James Birds |
| 3 | John Ready |
| 4 | Baltimore Water Company |
| 5 | Charles Constable and Company |
| 6 | Baltimore Water Company |

80. 7 John F. Rogers
8 Peter Mason
9 James C. Neilson
10 Moses Hano
11 not bid for and therefore ~~dis~~apportioned to
James C. Dew. C. Hamel & Bower
12 Robert Mills

Your Respondents further answering state unto your Honor that on the thirtieth day of April 1819 the several accounts of the parties concerned were adjusted, and as they were and charge by the agent of the Complainants in order to discover, who had advanced materials or labor up to or above the value of the House to which they thus became entitled, and who had contributed less than that amount in order that the former might be paid by the latter. Upon this investigation it was found that the whole sum expended had been one hundred and forty one Thousand one Hundred and Twenty Dollars and Twenty nine Cents, from which deducting the amount of sales of the choice of Houses and mantles to wit, Two Thousand Two Hundred and Twenty Dollars, left the Nett cost of each House Eleven Thousand Five Hundred and seventy five Dollars and Two Cents and five Twelfths. It was likewise ascertained as your Respondents aver the fact to be that John Pready had overpaid and was a Creditor to the amount of One Hundred and Twenty Seven

Dollars and Five Cents, Charles Constable and Samuel Sterrett to the amount of One Thousand and One Hundred and Thirty Four Dollars and Seventy Five Cents and Peter Mason to the amount of Eight Hundred and ninety Four Dollars and Forty Eight Cents. Thus your Respondents at this moment Creditors as well as the Complainants and as much entitled to relief in this Honorable Court and if the Complainants can with any justice claim to have the Houses of your Respondents sold, they consider that the two houses owned by the Complainants might with as much justice be sold to satisfy the claim of your Respondents: the only propable difference between them is, that your Respondents agreed by their Letter of the month of May above referred to, that the whole of the Houses should be considered ultimate security for the money advanced. And your Respondents here wish to present to your Honor what they consider the strong Equity of their Defence which is, that the Complainants have taken no steps to compel payment from those owners of Houses who always have been and are still in arrears to such an extent as if paid would be sufficient to discharge the whole of the Complainants demand. Had the Complainants enforced payment of these arrears and they should by some accident have been insufficient to discharge the Debt which is acknowledged to be due to the Complainants,

Your Respondents acknowledge that there
would have been some ground to call upon
them to make up the deficiency: but they
deem it manifestly repugnant to the prin-
ciples of Equity and Justice to have their Hou-
ses sold when they have overpaid the expense
of building them, on account of the backw-
ardness of others to pay, against whom an
ample remedy exists. Your Respondents
therefore pray that the Houses owned by them
as before stated may at all events be excepted
from the general sale prayed for by the Com-
plainants, leaving it to be confined to that
property upon which not only the Debt due
to the Complainants is justly chargeable but
~~likewise~~ the Debt due to your Respondents
also. They can see no reason why they are
made Defendants to the present suit, when
it is a matter of notoriety, that the Houses
chargeable with balances as before explained
would sell for more than enough, or at
the lowest estimate of Property enough, to
pay the balances. They consider therefore
that if they must be parties to the suit,
they ought more properly to be considered as
Plaintiffs, seeing that as Creditors their
interest is the same though not as great,
as the ~~Complainants~~ Complainants.
Your Respondents, considering that
they ~~have~~ shewn to your Honour ample
reason for excepting them from any

decree which may be required by the
Equity, of this case are not aware that
they have left any thing unanswered,
which it was proper for them to answer
and considering themselves unnecessarily if
not improperly, made parties to this suit.
Pray to be hence dismissed with their
reasonable ~~Costs~~ Costs.

Berjn C. Howard,
Sol^r for Respondents.

Chas Constable
J. H. Smith

Filed 15 June 1820

State of Maryland }
Baltimore County } P.

John Ready
Peter Mason

Be it Remembered that on the Tenth day of June in the
year Eighteen hundred and twenty before me the Subscriber a Justice
of the peace of the State of Maryland in and for Baltimore County
personally appeared: Charles Constable, Sam^l Hurd, John Ready
and Peter Mason and made oath on the Holy Evangelists of almost
by God, that all the facts, matters and things set forth in the
 foregoing Instrument of writing addressed to the Hon^{ble} Willm^l
Kilty Chancellor of the State of Maryland, are just and true
to the best of their knowledge and belief.

Jam^s Parnaudis

Bonner's aut. against
the water company &
there -

100

Calvert Street Building Company

1817	House N ^o 1	To the following charges:		
Dec ^r	26	To Copper Gutter 43 ³ / ₄ lb at 60 cents per lb	26-25	
	"	To Copper for Sky lights & Dormers 24 lb at 60 cents per lb	14-40	
	"	To Tin pipe for front with Articles and Cornish 35 feet at 25 Cents per	8-75	
	"	To 7 Tin Bands on same at 25 Cents per	1-75	
	"	To 25 Large Wall Nails at 3 Cents per	"-75	
	"	To 1 Tin Head for front a	4-00	
	"	To 1 Tin Gutter on the back part 23 feet 25 Cts	5-75	
	"	To 9 Sheet Iron Bands on Gutter at 12 ¹ / ₂ Cts	1-12 ¹ / ₂	
	"	To Common Tin pipe on Chello 34 feet at 25 Cts	8-50	
	"	To 7 Tin Elbows on pipe at 12 ¹ / ₂ Cents per	"-87 ¹ / ₂	
	"	To 4 Tin Bands on pipe at 25 Cents per	1-00	
	"	To 1 Copper pipe in small Gutter a	"-62 ¹ / ₂	
	"	To 10 Large Wall Nails at 3 Cents per	"-48	74-25 ¹ / ₂

1817	House N ^o 2	As follows:		
Dec ^r	26	To Copper Gutter 43 ³ / ₄ lb at 60 Cents per lb	26-25	
	"	To Copper for Sky lights (Dormers and Chimney caps) 24 lb at 60 Cents per lb	14-40	
	"	To Tin pipe for front with Articles & Cornish 35 feet at 25 Cents per foot	8-75	
	"	To 7 Tin Bands on same at 25 Cents per	1-75	
	"	To 25 Large Wall Nails at 3 Cents per	"-75	
	"	To 1 Tin Head for front a	4-00	
	"	To 1 Tin Gutter on the back part 23 feet 25 Cts	5-75	
	"	To 9 Sheet Iron Bands on Gutter at 12 ¹ / ₂ Cts per	1-12 ¹ / ₂	
	"	To Common Tin pipe for Chello 40 feet at 25 Cts	10-00	
	"	To 3 Tin Elbows on pipe at 12 ¹ / ₂ Cents per	"-37 ¹ / ₂	
	"	To 4 Tin Bands on pipe at 25 Cents per	1-00	
	"	To 1 Copper pipe in small Gutter a	"-62 ¹ / ₂	
	"	To 10 Large Wall Nails at 3 Cents per Nail	"-48	
	"	To 1 Small Tin pipe 22 ¹ / ₂ feet at 15 Cents per	3-37 ¹ / ₂	78-63

1817	House N ^o 3	As follows:		
Dec ^r	26	To Copper Gutter 43 ³ / ₄ lb at 60 Cents per lb	26-25	
	"	To Copper for Sky lights, Dormers & Chimney Backs 24 lb at 60 Cents per lb	14-40	
	"	To Tin pipe for front with Articles & Cornish 35 feet at 25 Cents per foot	8-75	
	"	To 7 Tin Bands on Chello at 25 Cents per	1-75	
	"	To 25 Large Wall Nails at 3 Cents per	"-75	
	"	To 1 Tin Head on front a	4-00	55-90

Continued

To Amount Brought forward

\$ 208 78½

1817	th House & 1.3 Continued		
Dec 26	To Tin Gutter for the back part 23 feet	38 5-75	
"	" " 25 Cents per foot		
"	To 9 Sheet Iron Bands on Gutter a 12½ cts	1-12½	
"	To Common Pipe for Chitto 40 feet a 25 cts	10-00	
"	To 3 Tin Elbows on pipe a 12½ cts per	" 37½	
"	To 4 Tin Bands on pipe a 25 Cents per	1-00	
"	To 1 Copper pipe in Gutter a	" 62½	
"	To 16 Large Wall Nails a 3 Cents per	" 48	
"	To 1 Small Tin pipe 22½ feet a 15 Cents per	3-37½	22 73

1817 th House & 1.4 (K) as follows:

Dec 26	To Copper Gutter 43½ lb a 60 Cents per lb	\$ 26-25	
"	To Copper Sky lights, Dormers and Chimney		
"	Backs 24 lb a 60 Cents per lb	14-40	
"	To Tin pipe for front with Astiles & Corners	8-75	
"	35 feet a 25 Cents per foot		
"	To 7 Tin Bands on Chitto a 25 Cents per	1-75	
"	To 25 large Wall Nails a 3 Cents per	" 75	
"	To 1 Tin Head for front a	4-00	
"	To 1 Tin Gutter on back part 23 feet a 25 cts	5-75	
"	To 9 Sheet Iron Bands on Gutter a 12½ cts	1-12½	
"	To 1 Common Tin pipe for Chitto 40 feet a 25 cts	10-00	
"	To 3 Tin Elbows on pipe a 12½ Cents per	" 37½	
"	To 4 Tin Bands on pipe a 25 Cents per	1-00	
"	To 1 Copper pipe in Gutter a	" 62½	
"	To 16 Large Wall Nails a 3 Cents per	" 48	
"	To 1 Small Tin pipe 22½ feet a 15 Cents per	3-37½	78 63

1817 th House & 1.5 (K) To the following charges:

Dec 26	To Copper Gutter 43½ lb a 60 Cents per lb	\$ 26-25	
"	To Copper Sky lights, Dormers & Chimney		
"	Backs 24 lb a 60 Cents per lb	14-40	
"	To Tin pipe for front with Astiles & Corners	8-75	
"	35 feet a 25 Cents per foot		
"	To 7 Tin Bands on Chitto a 25 Cents per	1-75	
"	To 25 large Wall Nails a 3 Cents per	" 75	
"	To Tin Head for front a	4-00	
"	To 1 Tin Gutter on the back part 23 feet a 25 cts	5-75	
"	To 9 Sheet Iron Bands on Gutter a 12½ Cents per	1-12½	
"	To 1 Common Tin pipe for Chitto 40 feet a 25 cts	10-00	
"	To 3 Tin Elbows on pipe a 12½ Cents per	" 37½	
"	To 4 Tin Bands on pipe a 25 Cents per	1-00	
"	To 1 Copper pipe in Gutter a	" 62½	
"	To 16 Large Wall Nails a 3 Cents per	" 48	
"	To 1 Small Tin pipe 22½ feet a 15 Cents per	3-37½	78 63
			\$ 388 77½

Calvert Street Building Company D^{rs}

1817	To Amount Brought forward		388 77½
Dec ^r 26	House N ^o 6 (D ^o) as follows:		
"	To Copper Gutter 43¾ lb a 60 cents per lb	\$26-25	
"	To Copper for Sky lights, Dormers and Chimney Backs 24 lb a 60 cents per lb	14-40	
"	To Tin pipe for spout with Asticles and Cornish 35 feet a 25 cents per foot	8-75	
"	To 7 Tin Bands on (Ditto) a 25 Cents per	1-75	
"	To 25 Large Wall Nails a 3 Cents per	"-75	
"	To 1 Tin Head for front a	4-00	
"	To 1 Tin Gutter for the back part 23 feet a 25 Cents per foot	5-75	
"	To 9 Sheet Iron Bands on Gutter a 12½ cents per	1-12½	
"	To 1 Common Tin pipe for (Ditto) 40 feet a 25 cts	10-00	
"	To 4 Tin Bands on pipe a 25 Cents per	1-00	
"	To 3 Tin Elbows on pipe a 12½ Cents per	"-37½	
"	To 1 Copper pipe in small Gutter a	"-62½	
"	To 16 Large Wall Nails a 3 cents per	"-48	
"	To 1 Small Tin pipe 22½ feet a 15 Cents per	3-37½	78 63
1817	House N ^o 7 (D ^o) To the following charges:		
Dec ^r 26	To Copper Gutter 43¾ lb a 60 cents per lb	\$26-25	
"	To Copper for Sky lights, Dormers & Chimney Backs 24 lb a 60 cents per lb	14-40	
"	To Tin pipe for spout with Asticles & Cornish 35 feet a 25 Cents per foot	8-75	
"	To 7 Tin Bands on (Ditto) a 25 Cents per	1-75	
"	To 25 Large Wall Nails a 3 Cents per	"-75	
"	To 1 Tin Head for front a	4-00	
"	To 1 Tin Gutter for the Back part 23 feet a 25 Cents per	5-75	
"	To 9 Sheet Iron Bands on Gutter a 12½ cts	1-12½	
"	To 1 Common Tin pipe on (Ditto) 40 feet a 25 cts	10-00	
"	To 3 Tin Elbows on pipe a 12½ Cents per	"-37½	
"	To 4 Tin Bands on same a 25 Cents per	1-00	
"	To 1 Copper pipe in Gutter a	"-62½	
"	To 16 Large Wall Nails a 3 Cents per	"-48	
"	To 1 Small Tin pipe 22½ feet a 15 Cents per	3-37½	78 63
Dec ^r 26	House N ^o 8 (D ^o) To the following charges:		
"	To Copper Gutter 43¾ lb a 60 cents per lb	\$26-25	
"	To Copper for Sky lights, Dormers & Chimney Backs 24 lb a 60 cents per lb	14-40	
"	To Tin pipe for spout with Asticles & Cornish 35 feet a 25 Cents per foot	8-75	
"	To 7 Tin Bands on (Ditto) a 25 Cents per	1-75	
			597 18½

Continued

1817	To Account Brought forward			\$ 597	18 1/2
Dec 26	House N. 8 continued as follows:				
"	To 25 large Wall Nails a 3 Cents per			75	
"	To 1 Tin Head for front a			4-00	
"	To 1 Tin Gutter for the Back part 23 feet a 25 Cts			5-75	
"	To 9 Short Iron Bands on Gutter a 12 1/2 Cts			1-12 1/2	
"	To 1 Common Tin pipe on Dille 40 feet a 25 Cts			10-00	
"	To 3 Tin Elbows on pipe a 12 1/2 Cents per			37 1/2	
"	To 4 Tin Bands on Dille a 25 Cents per			1-00	
"	To 1 Copper pipe in Gutter a			62 1/2	
"	To 10 large Wall Nails a 3 Cents per			48	
"	To 1 small Tin pipe 22 1/2 feet a 15 Cents per	3	37 1/2		27-48
1817	House N. 9 (D) To the following charges:				
Dec 26	To Copper Gutter 43 3/4 lbs a 60 Cents per lb			26-25	
"	To Copper for Sky lights, Corners & Chimney			14-40	
	Backs 24 lbs a 60 Cents per lb			14-40	
"	To Tin pipe for front with Arches & Corners			8-75	
	35 feet a 25 Cents per foot	3	37 1/2		
"	To 7 Tin Bands on Dille a 25 Cents per			1-75	
"	To 25 large Wall Nails a 3 Cents per Nail			75	
"	To 1 Tin Head for front a			4-00	
"	To 1 Tin Gutter for the Back part 23 feet a 25 Cts			5-75	
"	To 9 Short Iron Bands on Gutter a 12 1/2 Cts per			1-12 1/2	
"	To 1 Common Tin pipe on Dille 40 feet a 25 Cts			10-00	
"	To 3 Tin Elbows on pipe a 12 1/2 Cents per			37 1/2	
"	To 4 Tin Bands on pipe a 25 Cents per			1-00	
"	To 1 Copper pipe in Gutter a			62 1/2	
"	To 10 large Wall Nails a 3 Cents per			48	
"	To 1 small Tin pipe 22 1/2 feet a 15 Cents per	3	37 1/2		78-63
1817	House N. 10 (D) To the following charges:				
Dec 26	To Copper Gutter 43 3/4 lbs a 60 Cents per lb			26-25	
"	To Copper for Sky lights, Corners & Chimney			14-40	
	Backs 24 lbs a 60 Cents per lb			14-40	
"	To Tin pipe for front with Arches & Corners			8-75	
	35 feet a 25 Cents per foot	3	37 1/2		
"	To 7 Bands on Dille a 25 Cents per			1-75	
"	To 25 large Wall Nails a 3 Cents per			75	
"	To 1 Tin Head for front a			4-00	
"	To 1 Tin Gutter for Back part 23 feet a 25 Cts per			5-75	
"	To 9 Short Iron Bands on Gutter a 12 1/2 Cents per			1-12 1/2	
"	To 1 Common Tin pipe on Dille 40 feet a 25 Cts per			10-00	
"	To 3 Tin Elbows on pipe a 12 1/2 Cents per			37 1/2	
"	To 4 Tin Bands on pipe a 25 Cents per			1-00	
"	To 1 Copper pipe in Gutter a			62 1/2	
"	To 10 large Wall Nails a 3 Cents per			48	
"	To 1 small Tin pipe 22 1/2 feet a 15 Cents per	3	37 1/2		78-63
				\$ 781.92 1/2	

Calvert Street Building Company D²⁵

To Amount Brought forward \$ 781 92½

1817
Dec 26

- House No 11 Dⁿ To the following charges:
- To Copper Gutter 43½ lb a 60 cents per lb \$ 26-25
 - " To Copper for sky lights (Normans & chimney
Backs 24 lb a 60 cents per lb 14-40
 - " To Tin pipe for front with the Asticles & Cornish
35 feet a 25 cents per foot 8-75
 - " To 7 Tin Bands on (ditto a 25 cents per 1-75
 - " To 25 large Wall Nails a 3 cents per " 75
 - " To 1 Tin Head for front a 4-00
 - " To 1 Tin Gutter for the back part 23 feet
a 25 cents per foot 5-75
 - " To 9 Sheet Iron Bands on Gutter a 12½ cts per 1-12½
 - " To 1 Common Tin pipe on (ditto 40 feet a 25 cts 10-00
 - " To 3 Tin Elbows (ditto a 12½ cents per " 37½
 - " To 4 Tin Bands on pipe a 25 cents per 1-00
 - " To 1 Copper pipe in Gutter a " 62½
 - " To 16 large Wall Nails a 3 cents per " 48
 - " To 1 Small Tin pipe 22½ feet a 15 cents per 3-37½

78 63

1817
Dec 26

- House No 12 Dⁿ To the following charges:
- To Copper Gutter 43½ lb a 60 cents per lb \$ 26-25
 - " To Copper for sky lights, (Normans & chimney
Backs 24 lb a 60 cents per lb 14-40
 - " To Tin pipe for front with the Asticles and
Cornish 35 feet a 25 cents per foot 8-75
 - " To 7 Tin Bands on pipe a 25 cents per 1-75
 - " To 25 large Wall Nails a 3 cents per Nail " 75
 - " To Back pipe with the Asticles 33 feet a 25 cts per 8-25
 - " To 1 Tin Head for (ditto a 4-00
 - " To 1 Tin Head for front a 4-00
 - " To 1 Tin Gutter for the back part 20 feet a 25 cts 5-00
 - " To 9 Sheet Iron Bands on Gutter a 12½ cents per 1-12½
 - " To 3 Tin Elbows on pipe a 12½ cents per " 37½
 - " To 4 Tin Bands on pipe a 25 cents per 1-00
 - " To Copper pipe in Gutter a " 62½
 - " To 16 large Wall Nails a 3 cents per " 48
 - " To 1 Small Tin pipe 22½ feet a 15 cents per 3-37½

80 13

To Interest on \$940-68½ from the 26th of Dec^r
1817 to the 17th of March 1820 a 6 per cent
per Annum

\$ 940 68½
124 96
\$ 1065 64½

Contra

Pr

Recapitulation of the foregoing Number
of Houses with their respective amounts
as follow:

House N ^o 1	\$ 74 25 $\frac{1}{2}$
House N ^o 2	78 63
House N ^o 3	78 63
House N ^o 4	78 63
House N ^o 5	78 63
House N ^o 6	78 63
House N ^o 7	78 63
House N ^o 8	78 63
House N ^o 9	78 63
House N ^o 10	78 63
House N ^o 11	78 63
& House N ^o 12	80 13
	\$ 940 68 $\frac{1}{2}$

Hugh Bonner
attest of
The President &
Directors of the Baltimore
Water Company

Answer

Mr Bowie
please file this
answer.

Meredith
for Bonner

24 July 1820

The separate Answer of Hugh Bonner to the Bill of Complaint of the President and Directors of the Baltimore Water Company exhibited against him and others in the Honorable the Chancery Court of Maryland.

This Respondent saving and reserving to himself all benefit of exception to the errors and mistakes which are contained in the said bill, nevertheless for answer thereto or to as much as he is advised it is material and proper for him to answer, answereth and saith - That this Respondent is in no way privy to any of the matters and things set forth by the Complainants in said bill. That he never did agree to or execute the articles of copartnership referred to in the said bill, nor did he at any time, ever agree to or enter into any other articles of copartnership with the said complainants, or with the other Defendants.

The copy of said articles annexed to said Bill is not a true one inasmuch as it has affixed to it the name of this Respondent who never did sign or authorize any one to sign for him the said articles of copartnership.

This Respondent never did enter into or to the possession of the lots of ground mentioned in the said contract of copartnership - nor did he erect or build the said houses as mentioned by said complainants - he is wholly ignorant of the division of the same as stated in said bill, nor does he know by whom said houses and lots are now held.

This Respondent has no knowledge whatever of Robert Mills in his character of Architect, Treasurer, Director and Agent, as set forth in said bill, this Respondent having considered himself to be employed

by said Mills in his character of President of the Baltimore Water Company - for said Mills was at the time, President of said Company.

This Respondent did not execute the agreement of the ninth of March eighteen hundred and eighteen as set forth by said complainants, nor did he make the proposals by them mentioned - he knows nothing of said agreement or of said proposals nor of any other agreement or proposals by them mentioned and exhibited.

The said Complainants never did advance any money to this Respondent or for his use as by them stated.

This Respondent knows nothing of the loan or expenditure of the sum of money stated by the Complainants and he saith further, that no part of it was so loaned or advanced on his account.

This Respondent does not possess any of the property mentioned in said bill, but on the contrary, that when he was urged to accept a lease of part of said lots, he declined altogether so doing, as he was in no way concerned in the partnership or agreement set forth by said complainants.

And this Respondent further saith that he was employed by the said Robert Mills President of the said Baltimore Water Company, to furnish as a cooper smith labour and materials for making the gutters and spouts and other work and materials for the erection and completion of said houses mentioned in said bill - but he never has consented to receive payment for said labour and materials by taking possession of any part of said houses, but on the contrary has always refused so to do, for the reasons before mentioned; And this Respondent did perform certain work labour and services and he did furnish materials for the completion and erection of said houses to the amount of nine hundred and forty dollars and sixty eight cents and one half of a cent, and herewith exhibits and files his account

thereof which he prays may be deemed a part of
his answer, and this Respondent prays that the
said complainant may be decreed to pay to
this Respondent the aforesaid sum of \$ 940.. 68 1/2.
with interest thereon -

And this Respondent denies all and all manner
of co-partnership and agreement where with he
stands charged in and by the said bill of complaint
without that, that there is any other matter or thing
material or necessary for this Respondent to make
answer unto, and not herein and hereby well and
sufficiently answered unto, confessed or avoided,
traversed or denied, is true. All which matters and
things this Respondent is ready to over and prove
as this Honorable Court shall direct and award
and humbly prays to be hence dismissed with his
reasonable costs and charges in this behalf most
wrongfully sustained.

Meredith
for Deft

Baltimore County to wit

on the twenty fourth day of July
Eighteen Hundred and twenty personally appeared
before me the subscriber a Justice of the Peace
in and for the County aforesaid the within named
Hugh Bonner and made oath that the matters
and things set forth in the aforesaid answer
are true to the best of his knowledge and belief.

Jamt. Farman

9-90. ten feet
6.75 staves.

76 oppu

W^m

B. M. C

Kulsm + o

Lewis Gapaway Esq

Chancery office

Annapolis

66 7/3

10

5.70

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11 7/3

11 7/3

9.90

16.75

27.65

8.49

Learn Gaspawar Esq
Dr Sir

Inclosed you receive the order
of Publication in the case of Belth's Trustees
Company against Nelson & others - filed at
and after 12th of July next. Can we expect
of John before the Court for his relief
- Take the costs and let the matter to settle
the claim and charges conformable to

Inclosed you also receive the order
of Publication in the case of Hoppe
vs Hart & others - you will then
do with the case in the case above -
your attention with
greatly other reasons

respectfully
Yours Most

Belth Jan^y 23rd 1822

Lewis Gassaway Esq

For & }
P. Hoffman Esq } Annapolis

$$\begin{array}{r} 24,650 \\ 3 \\ \hline 739,50 \\ 126 \\ \hline 059 \end{array}$$

Lewis Gassaway Esq

Dear Sir

I wrote to you last week enclosing the Printer certificate of the due publication of the Conditional order of Retraction of Sales made by me as Auditor in the case of Balto Water Company and Steelson & others - and in the case of Justus Hoppe vs Lewis Hart Wm Snuggs & others - Perhaps they were enclosed to R Water Com Auditor. and I hope they have been delivered at the Clerk's Office - you will oblige me by sending to me by mail immediately a Copy of the confirmation of the Sale and allowance of Commissions so as to enable me to receive the amount of sales - and lay the papers in the case before the auditor to have the Claims in each case audited. and as soon as the Clerk confirms the auditor report & statement of claims send me an Office Copy - In the case of Hoppe vs Hart & others it is a single mortgage claim and the auditor hath promised me to act upon it immediately - your attention with regards
other

Yours

J. M. Cook

B. to July 12. 1822.

27. 600
 25,749.82
 922.45
 24.572.27
 977.73

Balt. Water Company
 vs
 Balt. Calvert Street
 Building Company
 Bill of Costs

8276.50.
 24.638
 728.50
 198
 859.50

No. 12.	3000	J. H. M. G.
No. 9.	1000	Geo. Edmunds
No. 10.	2000	Geo. Edmunds
No. 7.	3500	J. H. M. G.
No. 11.	3500	Charles H. M. G.
No. 8.	3600	J. H. M. G.
No. 5.	3250	Do.
No. 6.	3500	Do.

who appeared to J. H. M. G.

President & Directors of the
Milled Water Company

(2)
Deals on Rothers

In charge
Comple. Costs

Registers fees sent out to Comple. \$ 9. 90

Sitto ^{now due &} sent out to Trustees by R.W. 31. 63

41. 53.

Deals & Taxes 6. 75

Attorneys fees 10. 00

\$ 58. 20

Ramsay Waters & Lyndell and

Nov 15th 1822

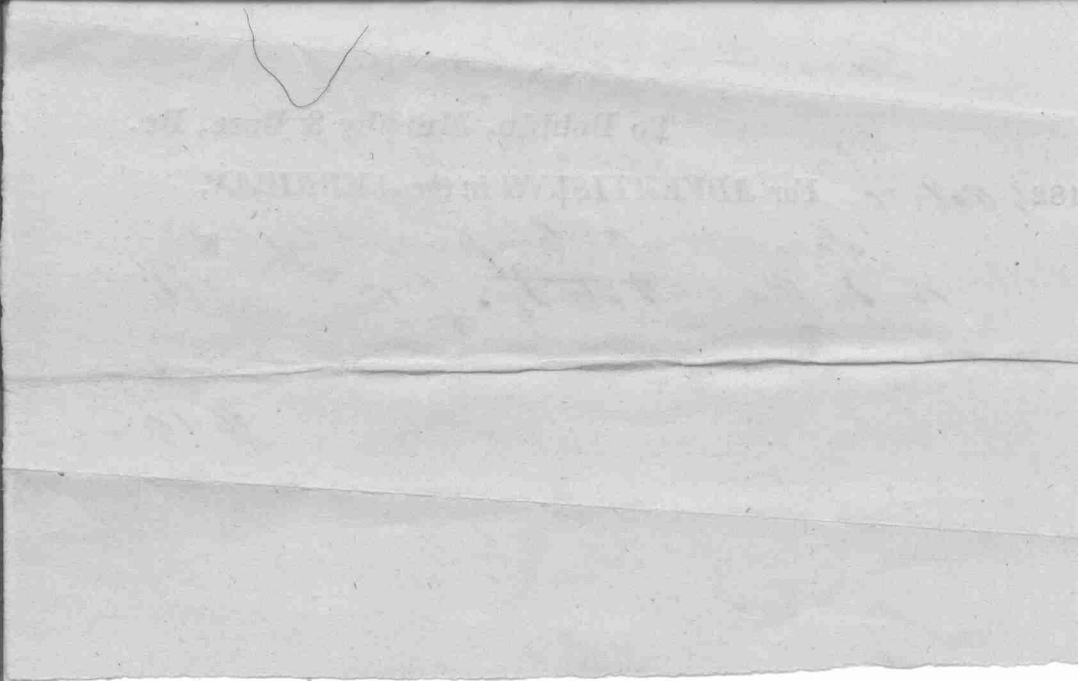
Saml Inoale Esq.

To Dobbin, Murphy & Bose, Dr.

1821, Oct. 30, For ADVERTISING in the AMERICAN,

Salem Water Company's Paper \$ 9.⁰⁰
on N. Calvert Street, Aug. 12th

Nov. 12, Sale notice, 1.⁰⁰
\$ 10.⁰⁰



Saml Moore & M Winchester (Trustees)

To Balt Patriot

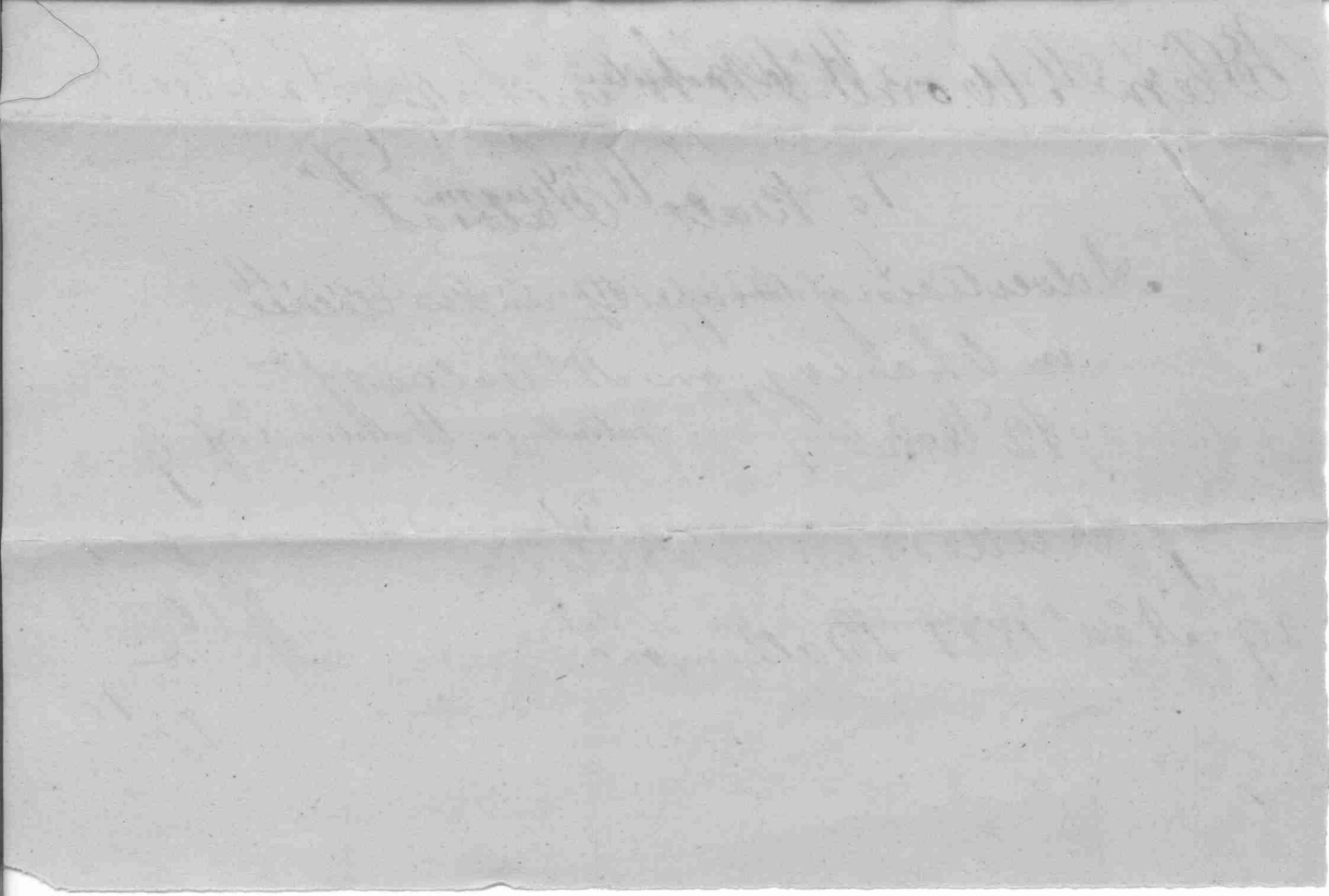
Advertising Property under decree
in Chancery; on M Calverys
12 times

\$ 9 -

Additional Notice

\$ 10

29th Nov: 1821 Baltimore



Mr. S. Moak and W^m Winchester

To W^m Guyton Esq

For Advertising in the Federal Gazette

October 29th. Wata Company's ~~property~~ in Waterloo Run

at Public Sale, 3 Squares 12 Acres. — \$ 9.00

additional Notice of Sale

— \$ 10.00

Prof. A. Wood and W. W. Wood

J. W. Wood

to the University of the State of New York

of the State of New York

of the State of New York

of the State of New York

of the State of New York

CHANCERY PAPERS PROJECT: DOCUMENT REMOVAL SHEET

The following document (s) have been removed from case number 6178

on Aug 19, 1983 and placed in: an oversize document box ☒

the repair room ☐

the photolab ☐

other (explain) _____

Articles of Association of the Calvert Street
Building Company; plat

Comments: repair

signed : Kevin J. Swanson

Articles of
Association of the
Calvert St. Building
Company in
conjunction with the
Baltimore Water
Company.

Alley. 18.6

Center Street

John Street-

[illegible]

The whole Extent of ground allotted as laid down in Water Comp. lot 271 feet to the corner of John St. —
1773. The lots to be laid out as many as may be 23 feet front, and what remains to be allotted to the said house on John St.

Calvert Street.

Articles of Association of the Calvert Street Building Company -

Whereas the Baltimore Water Company have laid out on the West side of Calvert Street between Center & John Streets Twelve Lots for the purposes of improvement, and have agreed to lease the said lots at the rate of six dollars per foot front on Calvert per annum, running back 124 feet to an alley, and further to join any Company of Gentlemen to build upon said lots, erecting at their expense two houses out of the twelve, and giving the privilege of building their houses to the Gentlemen composing said Company. Therefore

We who have hereunto subscribed our hand & seals, do Agree to Associate ourselves with the aforesaid Water Company in the improvement of said lots, and to join each of us in the erection of the number of houses attached our respective names, agreeably to the design of Rob.^t Mills architect & President of said Water Company, And for the government & regulation of the said building Company we do further agree to the following Articles, viz -

Article 1st All the houses shall be conveyed in severalty, & not in common, but as the joint property of the Company.

Article 2^d When the range of buildings is under roof, a division of them shall take place, the manner of making this division shall be thus regulated. The privilege of the 1st choice shall be offered for sale ^{among the members}, and given to the highest bidder as also the privilege of the 2^d 3^d & succeeding rotation of choice the proceeds of which sale shall be put into the contingent fund, and afterwards equally divided among the members of the Company. - In case of there being no bid or premium offered for the choice of houses, the same shall be determined by drawing lots, the highest number having the 1st choice &c.

Article 3^d When the houses are so divided, the holders of each house shall be at liberty to finish the interior of them as they may see proper, it being understood that both the materials & work of all the buildings are to be of the best kind -

Article 4th Every exertion shall be made to finish the houses with all dispatch, and each individual of the Company shall use all reasonable endeavours to accomplish in proper time according as the nature of the work may require, the part allotted for him to perform -

Article 5th For the execution of the Twelve buildings, there

shall be Two Carpenters engaged, between whom the Carpenter's work of said buildings shall be equally divided, - The other branches of business shall be apportioned according to the annexed list -

Article 6th What monies may be required during the progress of the work shall ~~be~~ to the extent of the cost of the two houses belonging to the Water Company, be taken from their funds, and when these are expended, and more monies will be required to complete the buildings, the balance shall be otherwise provided by the Company from the fund of those ^{whose work or materials are dependent on it of their bills}

Article 7th The manner of proportion in which the work is to be divided during the progress of the buildings will be as follows - viz -

To the two Carpenters	about \$	7500 -
To the Lumber Merchant	about \$	5000 -
To the Brickmaker	about \$	3000 -
Contingent fund	about \$	600
		<u>\$16,100</u>

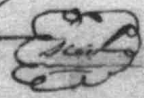
In the month of December, a provision is to be made to pay the Lumber merchant the further sum of Two Thousand Dollars, the balance in April 1818.

Article 8th The principles upon which the valuation of the work & materials furnished to these buildings shall be estimated ~~by the Company~~ ^{by the customary rates for such kind of work} and for the materials the reigning market prices at the time they are provided or ordered -

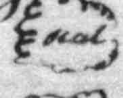
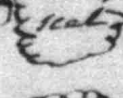
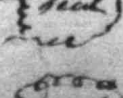
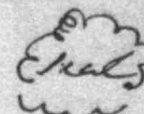
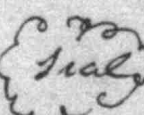
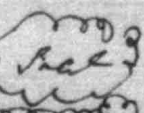
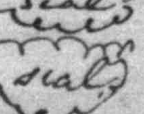
Article 9th A Director & Treasurer of the works shall be appointed whose business shall be to examine & direct the progress of the buildings, ^{obtain &} pay all such monies as may be necessary from contracts, and keep the acc^{ts} of the Company.

In witness whereof we have hereunto set our hands and seals this ~~the~~ Twenty second day of January in the year of our Lord one thousand eight hundred and ~~eight~~ ^{seventeen} -

On behalf of the Water Company

Rob^t Mills President  Secy

We do hereby appoint the above said Rob^t Mills our Architect and Treasurer for the above mentioned houses

Houses	Names	Seals	No. of houses
1 st House	James L. Kilson		1 house
1 st House	Das Hind		1 house
1 st House	Moses Hand		1 house
1 st House	Thos. Towson		1 house
1 st House	Charles Hamel		1 house
1 st House	Rob ^t Mills		1 house
	Chas ^r Constable & Co		
	John Ritty		
	Peter Mason		
	Bonnie		
	Irwin Rogers		
	Geo. Himey & Barnard Williams		

Filled with tubercle

Articles of Association Of the Calvert Street Building Company.

Whereas the Baltimore Water Company have laid out on the West side of Calvert Street, between Centre & John Streets, Twelve lots for the purposes of improvement, and have agreed to lease the said lots at the rate of six Dollars p^r foot front on Calvert p^r annum, running back 124 feet to an alley, and further to join any company of Gentlemen to build upon said lots, erecting at their expense two Houses out of the twelve & giving the privilege of Building their houses to the gentlemen composing said company.

Therefore

We, who have herunto subscribed our hand & seals, do agree to Associate ourselves with the aforesaid Water Company in the improvement of said lots, & to join each of us in the erection of the number of houses attached to our respective names, agreeably to the design of Robt. Mills Architect & President of said Water Company, and for the government & regulation of the said Building Company we do further agree to the following articles, viz.

Article 1. All the Houses shall be covered in without reference to individual property, but as the joint property of the Company.

Article 2. When the range of Buildings is under roof, a division of them shall take place, the manner of making this Division shall be thus regulated, the privilege of the first choice shall be offered for sale among the members & given to the highest bidder, as also the privilege of the second & third, & succeeding rotation of choice, the proceeds of which sale shall be put into the contingent fund, & afterwards equally divided among the members of the Company. — In case of there being no bid or premium offered for the choice of Houses, the same shall be determined by drawing Lots, the highest number having the first choice &c. —

Article 3. When the Houses are so divided, the holders of each house shall be at liberty to finish the interior of them as they may see proper, it being understood that both the materials and work of all the Buildings are to be of the best kind.

Article 4. Every exertion shall be made to finish the Houses with all dispatch & each individual of the Company shall use all reasonable endeavours to accomplish in proper time according as the nature of the work may require the part allotted ^{for} him to perform.

Article 5. For the execution of the Twelve buildings there shall be two Carpenters engaged between whom the carpenters work of said buildings shall be equally divided, — the other branches of business shall be apportioned according to the annexed list.

Article 6. What monies may be required during the progress of the work, shall to the extent of the cost of the two houses belonging to the Water Company, be taken from their funds & when these are expended, & more monies will be required to complete the buildings, the balance shall be otherwise provided by the Company from the funds of those whose work or materials are deficient of amount of their bills.

Article 7. The manner & proportion in which the monies are to be divided, during the progress of the buildings will be as follows, viz.

To the two Carpenters	about	\$ 7500
To the Lumber Merchant	about	5000
To the Brickmaker	about	3000
Contingent Fund	about	600
		16,100

In the month of December a provision is to be made to pay the Lumber Merchant the further sum of Two Thousand Dollars the balance in April 1848.

Article 8. The principles upon which the valuation of the work & materials furnished to these buildings shall be estimated shall agree with the customary rates for such kind of work, and for the materials the reigning market prices at the time they are provided or bought.

Article 9. A Director & Treasurer of the works shall be appointed whose business shall be to

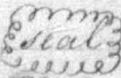
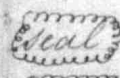
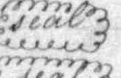
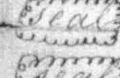
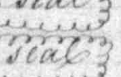
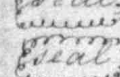
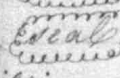
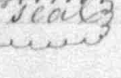
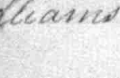
examine & direct the progress of the buildings, obtain & pay all such monies as may be necessary
from contracts, & keep the ac's of the Company.

In witness whereof we have hereunto set our hand & seals
this Twenty second day of January, in the Year of our Lord
one Thousand eight Hundred and seventeen.

On behalf of the Water Company,

Robt Mills President ^{Estl} 3 Tri houses.

We do here also appoint the above said Robt Mills, our Architect & Treasurer for the above
mentioned Houses.

No House						No. of Houses
One House	James C. Aulson		Chat	Constable & Co		1 House
1 House	Pat Hinkes		John	Petty		1 House
1 House	Moses Hand		Peter	Mason		1 House
1 House	Thos. Tomsen		To sign	Bonner		74
1/2 Do.	Chat Hammell		John H. Rogers			1 House
1 House	Robt Mills		Dem & Grimes & Barnard Williams			1/4 House

