3646

McCoy, Thomas

vs

Pres. & Directors Baltimore Water Co.,
James C. Nielson
James Pindes
Moses Pand
Thomas Towson
Charles Pamel
Robert Mills
Charles Constable
Samuel Sterrett
John Reddy
Peter Mason
Hugh Bonner
John H. Rogers
James C. Dew
James Grimes
Barnard Williams
William Stewart

Baltimore County 1819

Bill, Exhibits, Comm. Answers
Decree

Recorded in Liber # 123-373

To The Honourable William Kilty Esquire
Chancellor of Maryland

Humbly complaining shewth
unto your Honour, your orator Thomas McCoy
of Baltimore County, that on or about the
twenty second day of January in the year of our
Lord one thousand eight hundred and
seventeen, the President and Directors of the
Baltimore Water Company, (the said
President and Directors of the Baltimore Water
Company then and long before that time being
a corporation aggregate of many by virtue
of an act of assembly of the State of Maryland
passed at November Session in the year of our
Lord one thousand eight hundred and four)
as by reference to the said act of Assembly will more fully appear
being seized in fee simple, of twelve lots of ground
situate on the west side of Calvert Street between
Centre and John Streets, in Baltimore County
and within the limits of the City of Baltimore
as lately on lease, for the purpose of improve-
ment agreed to lease the said lots at the rate
of six dollars per foot front on Calvert Street per
annum, and to join any company of gentlemen
to build upon said lots erecting at their
expence two houses out of twelve houses intended
to be erected on the said lots, And your orator
further shewth unto your Honour, that in
pursuance of the said intention, the said
President

President and Directors of the Baltimore
Water Company, and James C. Neilson, James
Pindus, Moses Band, Thomas Towson, Charles
Pamie, Robert Mills, Charles Constable
Samuel Stewart, (the said Charles Constable
and Samuel Stewart, then being copartners
together in trade and carrying on the same
under the name and firm of Charles Constable
& Co.) the said Charles Constable and Samuel
Stewart, associating themselves in their said
copartnership capacity and under their
name and firm of Charles Constable & Co.) John
Reddy, Peter Mason, Hugh Bonner, by the name
of Bonner, John B. Rogers, James C. Dee, James
Grimes, and Bernard Williams, (the said
James C. Dee, James Grimes and Bernard Willi-
ams, associating themselves as partners under
the name and firm of Dee & Grimes & Bernard
Williams) associated themselves together
under the name of the Cabinet Street Building
company) for the purpose of erecting twelve
houses upon the said lots of ground in
the following proportions, to wit, the said
President and Directors of the Baltimore Water
company by Robert Mills their President
agreed to erect two houses, the said James
C. Neilson agreed to erect one house, the said
James Pindus agreed to erect one house, the
said Moses Band agreed to erect one house,

the said

the said Thomas Towson agreed to erect
one house, the said Charles Daniel agreed
to erect half an house, the said Robert Mills
agreed to erect one house, the said Charles
Constable and Samuel Stewart as copartners
as aforesaid agreed to erect one house, the
said John Neddy agreed to erect one house,
the said Peter Mason agreed to erect one
house, the said Hugh Bonner agreed to
erect one fourth of an house, the said John B. Rogers
agreed to erect one house, and the said
James C. Dew, James Grimes and Bernard
Williams as copartners as aforesaid agreed
to erect one fourth of an house, making in
the whole twelve houses as contemplated
by the said articles of association, which said
houses were to be erected agreeably to the
design of Robert Mills architect and
president of the said water company, and
for the government and regulation of the said
building company the parties before mentioned
did among other things agree to the following articles, viz
that all the houses should be conveyed in
without reference to individual property
but as the joint property of the company,
That when the range of buildings should be
under roof a division of them should take
place in the manner therein provided
and that a director of the works and
treasurer should be appointed whose
business

business it should be to manage and direct the progress of the buildings, obtain and pay all such monies as should be necessary, form contracts, and keep the accounts of the company, and did appoint the said Robert Mills, architect and trustee for the houses before mentioned, as in and by the articles of association of the said Cathedral Street building company, now in the custody of some of the members of the said company reference being thereunto had, which more fully appears, and which your orator prays that the members of the said company may be compelled to produce in this honorable court, a true copy of which said articles of association is herewith filed and exhibited marked "A", and which your orator prays may be taken and considered as a part of this his bill of complaint. And your orator further shewth unto your honour that he hath understood and believes it to be true that a certain William Stewart, of Baltimore County, is also intrusted in the said houses and copartner together with the parties before mentioned in their said undertaking, although he hath not signed and sealed the said articles of association, but that your orator is not

informed

work and labour done and performed by your orator as aforesaid for the said building company, made out and furnished by the said Robert Mills to your orator, and now in his possession and ready to be produced before your Honour, will more fully appear; a true copy whereof is herewith exhibited and filed marked B, and which your orator prays may be taken and considered as a part of this his bill of complaint. And your orator expressly avers and charges as the truth really is, that the said Building company now is indebted unto your orator in the sum of five thousand six hundred and fifty dollars with legal interest thereon from the said first day of August in the year of our Lord one thousand eight hundred and eighteen as before stated, although the said Building Company, sometimes deny your orator's said claim, and your orator hath often applied to the members of the said company individually and collectively to satisfy his said claim, and come to an account with your orator for what may be justly due to him on his said claim, and your orator will hoped that the said Building company would have complied with such his reasonable requests as in justice and equity they ought to have

done

informed in whole manner the said William Stewart is interested in the said buildings.

And your orator further sheweth unto your honour that in pursuance of the said articles of association, and of the authority therein and thereby vested in the said Robert Mills, he the said Robert Mills entered into, and made a contract with your orator for furnishing stone and sand and work and labour in digging in and upon the said lots of ground, hauling and filling up lots and other work and labour to be done and performed by your orator in and about the business of the said building company, and that in pursuance of the said contract so made as aforesaid by your orator with the said Robert Mills as architect and treasurer of the said company as aforesaid, your orator did furnish stone and sand for the said buildings and did also perform work and labour for the said company amounting in the whole, together with the interest due thereon on the first day of August in the year of our Lord one thousand eight hundred and eighteen to the sum of five thousand six hundred and fifty dollars, as in and by a statement of the said materials formed, and

over

done, But now so it is, may it please your Honour, that the said President and Directors of the Baltimore Water Company, James C. Nicolson, James Hinds, Moses Hand, Thomas Tousen, Charles Hamil, Robert Mills, Charles Constable, Samuel Sterett, John Reddy, Peter Mason, Hugh Bonner, John H. Rogers, James C. Dow, James Grimes and Bernard Williams, and William Stewart, combining and confederating themselves to and with divers other persons at present unknown to your orator, whose names when discovered, your orator prays may be inserted herein, with apt words to charge them, contriving how to defraud your orator, and to defeat your orator's said claim, they refuse to give a render to your orator any account whatever, and to pay what is due to your orator, sometimes pretending that the said Robert Mills had no power or authority to enter into any contract with your orator on account of the said company at other times pretending that they are indebted to your orator in a much smaller sum than is claimed of them by your orator, whereas your orator does charge that the said Robert Mills had such authority as is before stated, and that the said building company are justly indebted to your orator in the sum of money claimed of them as is before mentioned, all which actings

and

and doings of the said President and Directors of the Baltimore Water Company and the other confederates, are contrary to right, equity and good conscience, and tend to the great injury of your orator, for under consideration whereof, and for as much as your orator is remediless in the premises without the aid of a Court of Equity where matters of this nature are properly cognizable and relievable and in regard your orator can not compel the said building company to account with your orator for what is justly due to him, or the payment of what is due and owing to your orator on his said account but by the aid and assistance of a court of equity. To the end therefore that the said President and Directors of the Baltimore Water Company, James C. Neilson, James Hindes, Moses Hand, Thomas Towson, Charles Hamil, Robert Mills, Charles Constable Samuel Sterett, John Reddy, Peter Mason, Hugh Bonner, John H. Rogers, James C. Dew James Gaines and Bernard Williams, may upon their corporal oaths, true and perfect answer make to all and singular the premises, as fully and particularly as if the same were here again repeated and interrogated, and that they and each of them may set forth whether they did not enter into such agreement

as is

as is herein before set forth, or any other, and what agreement, and whether the said Robert Mills was not thereby authorised to form contracts for and in behalf of the company as is herein before stated, and whether the said Robert Mills did not contract with your orator as before stated, and whether your orator did not furnish stone and sand for the said buildings, and whether your orator did not perform work and labour for the said company, to the value of five thousand six hundred and fifty dollars as is before stated, and whether the said Robert Mills did not furnish your orator with a statement of his said claim and whether the copy filed and exhibited is not a correct copy of the said statement and whether they the said defendants are not at this time justly indebted to your orator in the said sum of money with interest thereon as aforesaid, or any and which sum of money they are indebted to your orator, and that they the said defendants before mentioned may be decreed to come to a just and fair account with your orator, and that they may pay to your orator what, upon such account shall appear to be due to him, and that your

orator

orator may have such further and other relief in the premises as to your Honour shall seem meet, May it please your Honour to grant unto your orator the State of Maryland's writ of Subpoena to be directed to the said President and Directors of the Baltimore Water Company, and also to James C. Neilson, James Hindes, Moses Hand, Thomas Towson, Charles Hamil, Robert Mills, Charles Constable, Samuel Sterrett, John Reddy, Peter Mason, Hugh Bonner, John H. Rogers, James C. Dew, James Grimes, and Barnard Williams and William Stuart, all of Baltimore County, thereby commanding them and each of them, at a certain day and under a certain pain therein to be inserted personally to be and appear before your Honour in this Honourable Court then and there to answer the premises, and to stand to and abide such order and decree therein, as to your Honour shall seem agreeable to equity and good conscience

And your Orator shall ever pray &c

H. Tiernay
John Scott
Sols pro Compt.

Copied Fees
Bill & Exh. 32 c

Thomas M Coy

vs

The President and
Directors of the
Baltimore Water
Company, and others
Bill

Mr Bowie
File the bill
and exhibits and
issue Subp. as prayed.
John Scott
Sol. pro Compt.

Filed 25th Nov. 1819
2 Cts subp. issd.

McCoy
as
Water Carrier
Sutter:

Mr Water
File these
exceptions
J. Moore
for Waterfeeder

Thos. McCoy
vs
Robt. Barber
& others

In Chancery

exceptions by the Defendants to the auditors report in this cause

Because that the said Report is contrary to the evidence in the cause and objection in point of law and in fact —

J. Moore
for Robt. Barber.

Thomas McCoy
ag.t
The Prest. & Directors of
the Balt. Water Co. & others

In Chancery 7. July 1823.

The Auditor reports to his Honor the Chancellor, that in execution of the Court's Interlocutory Decree of the 24th of April last —

On the 26th of June, he issued the annexed Notice to the Parties — the service of which appears by the admissions of their Counsel —

On the 5th Inst, he attended accordingly, and no one appearing to offer testimony, or requiring further time for that purpose, he adjourned sine die —

He has since attentively read and considered, the proceedings, Exhibits and Evidence in the Cause, and seeing no reason to do otherwise, has stated the claim of the Complainant against the Calvert Street Building Company, from the Account thereof furnished by their Architect and Trustees, and the claim so stated, amounts to $7289.57 with interest on $5537.74 part thereof, from the date of this report until paid, as per the acc.t following appears —

Which is respectfully submitted
George Mackubin Auditor

Notice

Thomas McCoy
ag.t
The Prest. & Directors of the
Baltimore Water Co. & others

Auditor's Report
7 July 1823.

Filed 8 July 1823

Dr. The Calvert Street Building Company

To Thomas McCoy

1818			$	Cts.
Aug.t	1.	For Am.t of his Acc.t for work & labour, for Stone furnished, and for Sundries, as per Acc.t Exh.t B stated by Rob.t Mills Architect and Treasurer of the Company	5650.	—
1823. July	7.	For Interest on $5537.74 prin. thereof, from the 1.st of Aug.t 1818 — 4 yr. 11 mo. & 6 days	1639.	17.
		Amount due	$ 7289.	17.
		With Interest on $5537.74 part thereof from 7 July 1823 until paid		

"said bill of complaint, for such digging, filling in, and labour
"is a just, and fair compensation therefor, these defendants cannot
"admit, and therefore, require that the complainant prove
"the same, to the satisfaction of the Court".

In the answer of the other defendants, to the claim of $1800,
after admitting the articles of Association, and the appoint
ing of Robert Mills "an Architect of the buildings with
"power to form such contracts, as should be absolutely, and
"essentially and necessarily connected with the erection of
"the same, but, what contract might have been formed,
"or, whether any contract at all, they are totally ignorant
They express their surprise, that the bill, is not more explicit
upon this material part of the case, in setting forth more
"particularly, the nature, and terms of the contract". And this
is said, because it is known to be a ~~contract~~ fact, that
"the stone, so alledged to have been furnished, was extracted
"from the quarry of Robert Mills, and was considered by
"them, as being that portion of materials which said Mills
"was to furnish". They deny that the account exhibited with
the bill, is correct - After the buildings were under roof,
they state that a Committee was appointed to adjust the
accounts, who advertised that all accounts, against
what was termed the building Company, should be produced,
The complainant produced an account of divers charges,
"amongst which, was a charge of eighteen hundred dollars,
for cutting down John Street, which they refused to
pay; and they aver, that this charge, so refused to be paid,
"is now by a subterfuge, and evasion, attempted to be forced
"on them, under a different name (as if the Complainant
"was sensible, that the charge, in its original shape, and
"which they allege was the correct one, could not be main
"tained in a court of equity,) and now appears as a charge
of eighteen hundred dollars for proportion of filling up
lots &c." - They aver, that they never delegated any power to

Thomas McCoy
vs
The President & Directors
of the Baltimore Water
Company & others

In Chancery
December Term 1823

The Baltimore Water Company,
desirous of improving certain lots of ground belonging
to them, on the 22nd of Jany 1817, entered into articles of asso
ciation with the other defendants or some of them, which
were reduced to writing and signed and sealed by the respec
tive parties; these articles recite, "that" Whereas the Bal
timore Water Company have laid out on the West side of
"Calvert Street, between Centre & John Streets, twelve
"lots for the purpose of improvements, and have agreed to lease
"the said lots at the rate of $6 per foot front on Calvert Street
"per annum", after describing the extent of the lots, they agree,
"to join any Company of Gentlemen, to build on the
"said Lots, erecting at their expense two houses out of the two
"lots, and giving the privilege of building their houses to
"the gentlemen composing said Company;" the articles
then stipulate, that, each of the persons, who executed the
instrument, associates themselves 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
"to our respective names, agreably to the design of Robert
"Mills architect and president of said Company: ~~Second~~
For the purpose of carrying their design into execution, certain articles are inserted by which they were to be governed, to wit - First - "All the Houses shall be covered in, without
"out reference to individual property, but as the joint property
"of the Company ~~but as the joint property of the Company~~;"
"Second, when the range of building is under roof, a division
of them shall take place; and the manner of effecting the
division is precisely pointed out. - Third, when the houses
are divided, the holders of each, shall be at liberty to finish the

the interior of them, as they may see proper. - The fourth article, is, that the houses shall be finished, with all despatch, and that each individual, shall use all exertions to accomplish in proper time, as the nature of the work may require, the part allotted for him to perform; fifth, "for the ~~execution~~ erection of the twelve buildings, there shall be "two Carpenters engaged, between whom, the Carpenters work, shall be equally divided". - The sixth article is, that the Water Company shall provide funds for the two houses. - The seventh article, provides for the appropriation of the money, and is as follows, "The manner "and proportion in which the monies are to be divided during "the progress of the building, will be as follows. viz. To the "two Carpenters about $7500 - To the Lumber Merchant "about $5000, to the Brick Maker about $3000, to Con"tingent fund $500", making the entire sum of $16.000. "In the month of December, a provision is to be made, "to pay the Lumber Merchant a further sum of two "thousand dollars, the balance, in April Eighteen hundred "and eighteen". - The eighth article, regulates the manner of estimating the value of the material, furnished. - The ninth, "A Director of the works, and Treasurer shall be "appointed, whose business it shall be to examine "and direct the progress of the buildings, obtain and pay "all such monies as may be necessary, form contracts, "and keep the accounts of the Company". —

Robert Mills, the President of the Water Company for them, subscribes for two Houses: and he is by the articles themselves appointed, "Our Architect and Treasurer for the above mentioned Houses". The distribution of the Houses between the persons composing the Company, follows - James C. Neilson, James Hindes Moses Hindes Thomas Towson, Robert Mills, Charles Constable, John Reddy, Peter Mason and John H Rodgers, each, one; Charles Hammel, one half. Hugh Bonner one fourth Dew

Dew & Grimes & Barnard Williams one fourth, these, together with the two, on the part of the Water Company make the twelve houses contemplated - The buildings appear, all to have been erected - The site on which they were to be placed, was low, miry ground, and required a large quantity of earth, to brought from some other place, previous to the erection of the buildings: The compl amant appears to have undertaken to dig the cellars, to furnish the stone necessary for the foundation and cellar walls, and also to raise the ground by bringing dirt from a different place: The whole of the evidence in the cause proves, that he did dig the cellars, furnish the stone, and raise the ground. To recover compensation for his work and labour, as well as, for the stone furnished, is the object of the present bill -

The original articles of Association are not produced, a copy of them is exhibited, and forms a part of the bill, and are not contested by the answers - William Stewart, who is made a defendant, never signed the articles of association; nor, supposing the compl amant entitled to relief, can resort be had to him. - James Barnard, and Charles Williams, who are made defendants by an amended bill, deny that they ever were parties to the association, or in any way connected as partners with Dew & Grimes, nor is there the least evidence, to implicate them, in the transaction - The Baltimore Water Company as well as the other defendants, admit the articles of Association. The Water Company, in their Answer, admit, that, the Complainant "did supply certain stone, and work "and labour; in, and upon said lots of ground and Houses thereon; "but, to what amount, these defendants do not, and cannot "accurately state or set forth, nor do these defendants know "the terms of the Contract". They admit also, "that the said lots "were filled in, and made level, and prepared to build upon, "and improved by the Complainant". But whether a charge "of Eighteen hundred dollars mentioned in the said Complainants said

second subject. In antient times, bodies corporate could only act by and under their corporate seals: yet, for sake of convenience the technical rule was relaxed, and engagements made by them, within their legitimate powers, were binding, and might be enforced at Law, and in Equity - All contracts made by their authorised agent, within the scale of his authority, were binding, and all duties imposed on them, and all benefits conferred at their request, raised implied promises, which could be enforced by judicial proceedings. These principles are clearly established in the case of The Bank of Columbia vs Pattersons adm^r. 7 Cranch 299. where the English authorities on the subject are referred to - In the present instance, there can be no question, but, that the work, and labour, and materials, were obtained under a contract, express or implied, with a duly authorised agent, and came within the scope of his authority: without them, the whole scheme must have failed, and, (to use the language of the answer, they were, "absolutely indispensible, and essentially and necessarily connected with the erection of the houses"; As the interest of the parties, in the Houses and lots, are unequal, justice and equity demand, that the money due to the complainant, be paid by them, in proportion to their respective interests, if payment can be so obtained, if not, as the work & labour, and materials, were applied to that part of the undertaking, in which, as partners, they has a joint interest, should any one, or more of them, fail to pay, the sum decreed to be paid, by him, or them, then the whole of the partnership property should be liable; and that, being inadequate, their individual property, except so far as relates to the individual property of the members of the corporation, known by the name of "The President and Directors of the Baltimore Water Company," which by the act of incorporation is exempted

"to any person, whatever, to form contracts for cutting down "streets" - and without such authority, they await a loss to imagine, how, they, or their property can be held liable -

On the 24th of April last, an interlocutory decree passed, directing an account to be stated by the Auditor: in virtue of that decree, on the 7th of July following, an account is stated, including interest to that date, making seven thousand two hundred and eighty nine dollars and seventeen cents due to the complainant - The defendants except to the report, because, as they allege, it is contrary to the evidence in the cause, and defective in point of Law and in fact; - The cause has been heard on the exceptions, and is now ready for final decree - The first question arising in the case, is whether the account as stated by the Auditor, is supported by the evidence. -

Second; if it is, can the complainant obtain relief on the present bill

Third, against whom is the decree to operate, and to what extent -

It is uncontrovertibly proved, that Robert Mills, the Architect, and Manager, came to a settlement with the complainant, and stated an account, including interest to the 1st of August 1818, making the sum due to be $5650

The account is signed by Mills, and the whole is in his handwriting. (See Exhibit B which is also distinguished by No 8) The auditors statement, is predicated on this account, which consists, of four items, to wit "Bill of Stone $2023-74 - Balance of bill of digging $1144 Bill of sand hauling and digging $575 - 1/3 proportion of filling lots &c $1800;" the interest on each of those items makes the five thousand six hundred and fifty dollars -

Although the witnesses prove that the work was done, and the materials furnished, yet, except as to the stone, and filling up the ground, they present no data, by which, the sum which ought to be paid for the services can be ascertained. To me, it is matter of great surprise, that more precise evidence, has not been produced, on the part of the defendants - altho. it may have been impracticable, to ascertain the number

number of Cart loads of dirt, which were carried from John Street to fill up the lots, yet as it was impossible to come at the number of cubic yards, which were hauled from the "dirt taken from the cellars," it is to be presumed, it was equally in their power, by measurement, to come at the number of cubic yards of filling up, with the dirt, brought from John Street — The only witness, who measured the cubic yards, is Frederick Johnson, the Stone Mason, who built the cellar walls; by his measurement, there were 1569⅓ cubic yards, made by the dirt, taken from the cellars: and he "thinks" all that were filled up could not exceed 2000 — The same witness proves, that there were, according to Masons measurement, 982⅔ perches, in the foundation and cellar walls, of stone, and about three perches of stone left at the buildings — In this, he is confirmed by the evidence of William Winchester, who measured the walls making the same number of perches: for that quantity of stone, at the price it was proved to be worth, the complainant was entitled to $2338.95 — but, in the account, as made out by Mills, the manager, only $2023.74 is charged, which is $315.21 less, than the number of perches of stone were worth, at $2.37½ per perch.

Altho, every exertion was made to come at the real number of perches by measuring, yet, as it was extremely difficult, if not impracticable, to arrive at the precise number of perches of stone, which were carried to the building, it is to be presumed, that the person who undertook the delivery, and the Superintendant of the works, had the most accurate knowledge; and as they fixed on the sum due for this part of the complainants undertaking, it ought not to be disturbed. — The evidence in the cause proves most clearly, that a large portion of the dirt, dug from Johnstreet, was carried to fill up the lots of the Water Company, but the actual quantity, does not appear from the testimony — except the evidence of Johnson, (if evidence it can be termed) that he "thinks" they (that is the number of cubic yards,) could not exceed 2000, we have not the least data by which to arrive at the proper compensation; not so, it may be supposed, was the situation of the workman, and, his employer, the person selected by the whole concern, to superintend the works, to contract for the work, and materials: he sets down at $1800 the compensation for the "proportion of filling up lots &c"

I have remarked, that no data was given by the witnesses to arrive at the number of cubic yards of dirt, brought from John Street; but, from the memoranda, made by Mills, on the account stated by him, against the Calvert Street Houses" & Water Company" for John Street," it would appear, that the complainant, for digging and carrying the dirt from John Street, was entitled to $4350 — from the Building Company, and Water Company united; of which sum, the Water Company alone, was to pay $2550 and the Companies United, were to pay the sum of $1800, which, is the amount charged in the account —

It is alleged in the answers of the defendants, that they never gave power, to any one, to bind them, to pay for cutting down streets; but, that all the power given to the Superintendant was, "to form such contracts as should be absolutely "indespensible, and essentially and necessarily connected "with the erection of the Houses." From the evidence, it is most manifest, that it was indespensible to raise the ground, before the buildings could be erected, and of course, according to the defendants own exposition of the authority reposed in the Superintendant, he was authorised to contract for bringing dirt to the lots: and it was unimportant, whence it was brought, except as regarded the expense: and it is believed, that it was more to their interest, to have it brought from an adjoining street, than from any other place —

On the whole, I see no reason for rejecting the statement made by the Manager (who was himself one of the company) and must give to it, its full effect, the exceptions therefore, taken to the Auditors Report, are overruled, and the report is hereby ratified and confirmed. In regard to the record

Copies

Thomas McCoy
@
The President and Directors of the Baltimore Water Company vs Brothers

Decree 14 Feby 1824

Recorded

exempted from their corporate contracts; and except also, those proportions of the Complainants demand, which ought to have been paid by the parties, whose deaths have been suggested, and whose representatives, the complainant has not brought before the Court.

It is therefore this fourteenth day of February, Eighteen hundred and Twenty four, by John Johnson chancellor, and by the authority of this Court, adjudged, Ordered, and Decreed, that the Bill as against Robert Mills, be taken pro Confesso, and that unless the defendants, shall pay to the Complainant the sum of Seven thousand, Two hundred and Eighty nine Dollars and seventeen cents, with Interest on, five Thousand five hundred and thirty seven Dollars and Seventy four cents, a part thereof, from the 7th of July 1823. on or before the 14th of March next, or bring the same into this Court; to be paid to him, together with the costs of this suit, amounting as taxed by the Register to

that the property of the Corporation known by the appellation of "The President and Directors of the Baltimore Water Company" as well as, the property on which the twelve houses in those proceedings named are erected, that are now owned by the defendants, who joined in the articles of association, a copy whereof is filed in this case, be sold, or such part as may be necessary for the purpose, in the manner hereafter mentioned, that is to say, all the property now belonging to the said associators which was embraced, or came under the articles of association, or so much, as may be necessary be first sold, to raise the whole sum due by this Decree to the Complainants, and if deficient, then the

property of the Corporation, known by the appellation of "The President and Directors of the Baltimore Water Company" be sold, to raise two twelfth parts of the deficiency, that the individual, or private property of James Hindes, Moses Hand, Thomas Towson Robert Mills, John Reddy, Peter Mason, respectively, be sold, the property of each to raise one twelfth part of the sum due by this Decree; and that, the private or individual property of Hugh Bonner be sold to raise one forty eighth part of the sum due by this Decree. and that the partnership property, of the firm of Dew and Grimes, be sold to raise a like sum to the sum, last mentioned, and if deficient, that the private, or individual property of Grimes be sold to make up the deficiency; and in case the amount due shall not be raised by the sales, which may take place, that then the corporate property of the Corporation of "The President & Directors of the Baltimore Water Company" be sold, as well as the rest of the private or individual property of those who by this Decree is made responsible be sold, or as much thereof as shall be necessary - and in order to carry this Decree into effect. John Scott of the City of Baltimore be and he is hereby appointed the Trustee, and the course of his proceedings shall be as follows - He shall first execute a Bond to the State of Maryland in the penalty of Twenty Thousand Dollars conditioned for his faithful performance of this Decree, as well as, for his compliance with any future Order or Decree that may be made in the premises, with security to be approved - He shall then give notice of the time place manner and terms of sale by advertisement in the American and such other News papers as he shall think best, for at least three successive weeks before the sale, and shall describe the property to be sold and to whom it belongs; and shall proceed to sell agreeably thereto, and shall forthwith report to this Court his proceedings under this Decree with his affidavit that the sale or sales made were just and fair - The terms of sale one half of the purchase money to be paid in ninety days and the balance in five months from the day of sale, with Interest from the bond or notes with approved security to be given and the Trustee shall bring into Court the purchase money; and on the payment of the purchase money, and not before, he shall convey the property sold - and for his trouble and expence the Trustee shall hereafter receive such sum of money as he shall appear entitled to in consideration of the fidelity wherewith he shall discharge his trust.

And it is further adjudged ordered and Decreed that the Bill as against William Stewart, James Bernard and Charles Williams be and the same is dismissed.

J. J. Mason

IN CHANCERY,

Thomas M Coy

July TERM, ~~1817~~ 1820

James Barnard, vs. Charles Williams, James Grimes & James C Dew

IN this Cause the Defendants James Barnard, Charles Williams James Grimes & James C Dew being returned attached for not answering to the Bill of Complaint filed by the Complainant; and the said Defendants not having answered

Upon motion of the Complainant by his Solicitor, it is this 20 day of August 1820 Ordered, that the said Defendants ——— either in person, or by Solicitor, ——— put in a good and sufficient Answer to each Interrogatory contained in the Bill, or a Plea or Demurrer to the same, on or before the 4th day of September Term next of this Court, or otherwise the Chancellor, upon application of the Complainant, and at discretion, will either take the Bill pro confesso, or direct a Commission to issue for taking Depositions, and will finally decree as to him shall seem meet and consistent with the established principles of Equity, in the same manner as if the said Defendants ——— had appeared and answered and Depositions had been taken in the usual way; Provided a Copy of this Order be served on the said Defendants or their Solicitor ~~or left at usual place of abode~~ before the first day of September next

Whitty Ch

197

IN CHANCERY,

December Term, 1821

Thomas McCoy

vs.

The President and directors of the Baltimore Water Company, James Barnard & others

In this Cause the Defendant James Barnard being returned attached for not answering to the Bill of Complaint filed by the Complainant ; and the said James Barnard not having answered

Upon motion of the Complainant by his Solicitor, it is this 12 day of February 1822 Ordered, that the said James Barnard either in person, or by Solicitor, put in a good and sufficient Answer to each Interrogatory contained in the Bill, or a Plea or Demurrer to the same, on or before the fourth day of March Term next of this Court, or otherwise the Chancellor, upon application of the complainant, and at discretion, will either take the Bill *pro confesso*, or direct a Commission to issue for taking Depositions, and will finally decree as to him shall seem meet and consistent with the established principles of Equity, in the same manner as if the said James Barnard had answered and Depositions had been taken in the usual way; Provided a copy of this Order be served on the said James Barnard

or left at his usual place of abode before the twentieth day of February 1822

Wm. Gilmer

Mc Coy
vs
Mater Mongkay

IN CHANCERY,

December Term, 1821

Thomas McCoy

vs.

The President and directors of the Baltimore Water Company, James Barnard & others

In this Cause the Defendant James Barnard being returned attached for not answering to the Bill of Complaint filed by the Complainant ; and the said James Barnard not having answered

Upon motion of the Complainant by his Solicitor, it is this 12 day of February 1822 Ordered, that the said James Barnard either in person, or by Solicitor, put in a good and sufficient Answer to each Interrogatory contained in the Bill, or a Plea or Demurrer to the same, on or before the fourth day of March Term next of this Court, or otherwise the Chancellor, upon application of the complainant, and at discretion, will either take the Bill *pro confesso*, or direct a Commission to issue for taking Depositions, and will finally decree as to him shall seem meet and consistent with the established principles of Equity, in the same manner as if the said James Barnard had answered and Depositions had been taken in the usual way; Provided a copy of this Order be served on the said James Barnard

or left at his usual place of abode before the twentieth day of February 1822

Wm. Gwinn

IN CHANCERY,

Thomas McCoy vs. James C Dew, James Grimes James Barnard & Charles Williams.

March TERM, ~~1817.~~ 1821

IN this Cause the Defendants James C Dew, James Grimes, James Barnard & Charles Williams being returned attached for not answering to the Bill of Complaint filed by the Complainant; and the said Defendants ——— not having answered.

Upon motion of the Complainant by his Solicitor, it is this 27th day of March 1821. Ordered, that the said James C Dew, James Grimes James Barnard & Charles Williams either in person, or by Solicitor, ——— put in a good and sufficient Answer to each Interrogatory contained in the Bill, or a Plea or Demurrer to the same, on or before the 4th day of July Term next of this Court, or otherwise the Chancellor, upon application of the Complainant, and at discretion, will either take the Bill pro confesso, or direct a Commission to issue for taking Depositions, and will finally decree as to him shall seem meet and consistent with the established principles of Equity, in the same manner as if the said James C Dew, James Grimes, James Barnard & Charles ~~had~~ Williams had answered and Depositions had been taken in the usual way; Provided a Copy of this Order be served on the said James C Dew, James Grimes, James Barnard & Charles Williams ——— ~~or left at usual place of abode~~ before the 1st day of June next.

W Kitty Clk

True Copy Test. Ramsay Waters Rgtr Ch Law

16.62

McCoy
v
Dew

copy order

copy of this
order served
the 15th May 1821

Affidavit on the other copy of
order –

Jno Stevenson
Deft

State of Maryland
Baltimore County to wit
On this day of
and
before me the
Subscriber a Justice of the Peace in and for
the County aforesaid came J. T. Waters
the Plaintiff in the above Bravery of
matter and the Defendant a copy of
a Writ of Fieri Facias on Land
the writ of Fieri Facias and the Return
Inquiries on the Fieri Facias
Mentioned in the Writ
and Levying the

Thomas McCoy
vs
The Water Company
James C. Neilson & others.

In Chancery
Commission

Thomas McCoy the complainant —
To Geo: G. Belt, Hugh D. Evans
and J. B. Latimer Comrs &
Samuel A. Moale Clk —

To 6 days sitting on the above commission
4 @ 2.66 2/3 per day each — $64 —
To Clerk for summoning &c — 3.75
To this day (Saturday the 9th Nov. 1822) 4 @ 2.66 2/3 — 10.66
Amt due Comrs & Clerk to 9th Nov. 1822 — $77.91

This account is correct
2 66 2/3
6
15 98 4/0
2
63 95

John Scott 66 3 75
Compl. Sol 10 66
78 31

$77.91
91 56
6.35

Received payment in full
for Belt, Latimer, & Moale & self
Hugh D. Evans

Received Baltimore 13 [illegible] 22 of Mr
Thomas M'Kay sixty dollars thirty five cents
and his order on Messrs Williams & Palmer
for seventy one dollars and fifty six cents which
when paid will be in full of the within
account for Rent & Taxes charged

[illegible]

When the Hon Dan
Kumsey Esq White
What he has to say
on Mr O'Neill
Also Francis Bates
&c

Filed 16 July 1823

Georgetown Dist

Mr. Bowie,

Please to enter my appearance in the case of Thomas McCoy v. The Water Company & others, for the following Defs.

James C. Nelson
James Hendley
Moses Ward
Thomas Fowson
Charles Hamel
Charles Constable
Samuel Sleett
John Reddy
Peter Mason
Hugh Bonner
James C. Pew
James Gurney
Barnard Williams
William Stewart

Benjn. C. Howard
Decr. 17th 1819

D. Thomas McCoy

1823
July 7. For issuing Notice - attending to take testimony and stating & responding his claim against the Calvert Street Buildings Company $18.67

Recd. the money 16th July 1823 by the hands of Jr. Scott Esq. for Geo. Mackubin
Ad. for Cur. Cur.

Decree - Hamilles death suggested -
July Term 1823.
Auditors Report filed 8 July 1823

R Waters Rec

76
3
15 0

Tho McCoy

v

The President & Directors of the Baltimore Water Company

James C Neilson, James Hindes, Moses Hand, Thos Towson, Chs Hammill, Roberts Millis, Chs Constable, Samuel Sterett, John Reddy, Peter Mason, Hugh Bonner, John H Rogers, James C Dew, James Grimes, James Barnard, Chs Williams & Wm Stewart.

Subp & Bill. answer of the Water Co, Neilson, Hindes, Stewart, Hands, Towson, Hamill, Constable, Sterett, Reddy, Mason, Rogers, Barnard & Williams filed attd with proclm issued agt Millis & rets proclamation order pro confesso agt Dew & Grimes - agreement filed 13 Dec 1821 & comm issd by consent to take testy —

Millis deceased
Rogers dead
Dew dead
Neilson dead
Hamill dead

December Term 1822.

death of Rogers & Dew suggested

March Term 1823

Comm ret'd April 1823, death of Neilson suggested. Interlo

Bill of Costs

Thos McCoy
vs
The President and
Directors of the Bates
water Co. Costers

In chancery
Complts Costs

Registers fees	$71.91
Costs on executing Comm	77.91
Auditors fees	18.67
Seals & Tassels	0.75
Attorney	10.00
	$187.24

R Waters Regulator
8 April 1824

It is too late to hear the Cause in Court. Rule to prove it by Cop.

J. Ramsay

I enclose you an order from Mr Clay the Compt. to enter the decree in his case with the Balt. Water Company entered satisfied. I have had it, as you will see from its date, a long time but have until now neglected forwarding it. Please acknowledge its receipt & make the required entry on your docket.

Yrs truly
R. Johnson
Balt. 11 March 1826

R. Waters Esq.

Ramsay Waters Esq
Rec'd on Cir. Ct.
Annapolis

Balt. Feb 3 1822

Dear Sir

With the leave of the Chancellor you will please send me the original exhibits in the case of McCoy against the Baltimore Water Company and others to be proved under the commission which opens on Monday next

Yours &c
John Scott

Solomon McCoy

Ramsay Waters Esq
Reg. Cur Can

Ramsay Waters Esq
Reg. Cur Can
Annapolis

Not for Record

Articles of Apociation 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 pr. foot front on Calvert pr. annum running back (124) one hundred and twenty four feet to an alley and further to join any Company of Gentlemen to build upon said lots, erecting at their expence two houses out of the twelve and giving the privilege of the building their houses to the gentlemen composing said Company. Therefore We who have hereunto subscribed our hands and seals do agree to apociate 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 to our respective names agreeably to the design of Robert Mills architect and President of said Water Company and for the government and regulation of the said building Company, We do further agree to the following articles viz

Article 1st All the houses shall be covered in without reference to individual property but as the joint property of the Company

Article 2d 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)

offered for sale among the members and given to the highest bidder as also the privilege of the second third and succeeding rotation of choice. the proceeds of such sale shall be put into the contingent fund and afterwards equally divided among the members of the Company. in case of their being no bids 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 3d When the houses are so divided the holders of each houses 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 4th Every exersion 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 In the execution of the twelve buildings there shall be two Carpenters engaged between whom the Carpenter work of said buildings shall be equally divided. the other branches of business shall be apportioned according to the annexed list

(Article 6th)

Article 6th. That moneys 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 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 funds of those whose work & materials are deficient of the amount of their Bills

Article 7th. The manner and 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	Dollars	500
To the Lumber Merchant about		5000
To the Brick maker about	—	3000
To Contingent funds about	—	400
		8,900 Dollars

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

Article 8th. The principals upon which the valuation of the work and 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 ordered

Article 9th. A Director of the works and Treasurer shall be appointed whose business

(shall)

shall be to examine and direct the progress of the buildings obtain and pay all such monies as may be necessary, form contracts and keep the accounts of the Company. Witness whereof we have hereunto set our hands and seals this 22d day of January in the year of our Lord one thousand Eight hundred and Seventeen

On behalf of the Water Company Robert Mills President two Houses. We do here also appoint the above said Robert Mills our architect & Treasurer for the above mentioned houses

1 House	signed James C. Nelson	(Seal)	signed Charles Constable	(Seal)	1 House
1 Do	" James Hindes	(Seal)	" John Reddy	(Seal)	1 Do
1 Do	" Moses Heard	(Seal)	" Peter Mason	(Seal)	1 Do
1 Do	" Thomas Tobeson	(Seal)	" Bonner	(Seal)	1/2 Do
1/2 Do	" Charles Hammil	(Seal)	" John H Rogers	(Seal)	1 Do
1 Do	" Robert Mills	(Seal)	" David Grimes & Barnard Williams	(Seal)	3/4 Do
5 1/2 houses					6 1/2 houses

~~True Copy~~ ~~Test Ramsay Waters~~

~~Reg Cur Can~~

The annexed agreement is a true Copy from Thomas Mills's as taken from the original this 5th Augt 1819

Thomas McCoy

True copy Test Ramsay Waters

Reg Cur Can

The original Exhibit of which this is a copy delivered to Mr Geo Eustis Esq 4th Sept 1822

Copy Exhibit A

10 pd

Statement of Mr T. McCoys a/c against the Calvert Lt Houses ——— & Water Co — for John St. —

Bill of Stone ———	$ 2023.74
Int. to 1st aug. 1818 ———	20.24.
Balance of bill of digging ———	1114. —
Int. on do ———	42.02
Bill of Sand hauling & digg —	575. —
proportion felling lots &c ———	1800 —
To sundries ———	25. —
	$5650.00

$1998
552
2550

Water Company, bill digging John St. — ~~2450~~ Rec.

$ ~~3200~~ .00

Rec. the water company Acct. Dem. 16th at 90 Days for $1998 on Acct. Also Oct. 8th 1818 Rec. the 552 Dollars At 6 Months Dec Acct. ——— Robt Mills

Rec.d the Water Commissioners Note June 16th 1818
At 90 Days for 1995 $ Dlrs 552 ¢ At 6 Mo.
~~[illegible]~~

The Mills Remain Above Due Me of
$5650 Which is Charged Against
the 12 Building by Patt. Mills &
is Due Me by the Water Company

No 8

Filed

rec'd April 1823
with Comm.

[illegible]

Articles of Agreement

I do hereby agree to dig out & grade John Street from Calvert Street up to the Washington monument at a width of about 50 feet, and to deposit the dirt where ever it is ordered by the direction of Robt Mills either for filling up the low grounds about the new buildings on Calvert Street or the low grounds near the City Mill as far as Franklin Street — and whatever sand or gravel should come out of said John Street, the same to be reserved for the orders of the said Robt Mills. The said digging to be valued in the following manner viz.1st either at thirty cents pr cubic yard and no advance of money or interest required until three months after the work is finished or 2d To be allowed twenty five cents pr cubic yard, and interest to be allowed for the money expended upon the work & five cents additional allowance pr cy for any extra distance of hauling.

Per contract to the South side of Pratt Street. To be allowed for excavation & cut down the grade to get a little sand and where the street

June 3d 1817 Accepted. Robt Mills.
Baltimore. Pres.t of the Water Company

Memorandum

In consideration of the extra hauling of earth from John Street beyond the buildings for filling up footways of Water Cow pavage lots hard to S. Ellery &c & other places, and also in consideration of no money being asked for until the 1st of August 1818. nor on notes until the completion of the said work, - Thos McCoy is to be allowed thirty cents pr cubic yard -

Robt Wells

Geoghegan
McCoy

Exhibits No
149 inclosed

recd 8 april 1823
with Comm

Colwell St. building Company

Thos B. Waters Co
C. Constable & Co
John Reddy
P. Mason
J. Rogers
Wm Stewart
Jas Hendes
— Hands
J. C. Neilson
Thos. Dow & Co
R. Mills

R. M
Exhibit -

filed by the
complainant
under the
com.n in the
case of McCoy
vs Water company
and others -

rets d april
1823 with comm

Maryland Set.

At a Sessions of the General Assembly of Maryland begun and held at the city of Annapolis on monday the seventh of November and ended the twenty fifth of December in the year of our Lordone thousand eight hundred and eight.

His Excellency Robert Wright Esquire Governor.

Amongst others the following law was enacted to wit:

No 79 An act to incorporate the President and Directors of the Baltimore Water Company.

Whereas William Cooke, John McKim, James A Buchanan, John Donnell, Solomon Etting, James Mosher, Jonathan Ellicott, John Hollins and other citizens of this State have formed themselves into a company and raised a large sum of money for the purpose of introducing a copious supply of wholesome water into the city of Baltimore which they have nearly completed to the great accommodation and benefit of the inhabitants of said city.

Be it Enacted by the General Assembly of Maryland That the said William Cooke, John McKim, James A Buchanan, John Donnell Solomon Etting, James Mosher, Jonathan Ellicott and John Hollins and such other persons as have subscribed and joined or shall hereafter subscribe and join the said company on the same terms with the original subscribers be and they are hereby incorporated and made a body politic for the purpose herein after declared; and that the said body politic shall be known and distinguished by the appellation of The President and Directors of the Baltimore Water Company and shall have full and ample power and authority to do perform and execute all and every matter and thing which any similar corporation may or rightfully can do and shall have perpetual succession and to that end and for perpetuating the said incorporated body the individuals composing the said company at or before the passage of this act their heirs executors administrators or assigns shall be and are hereby declared to be members thereof and by the name aforesaid may sue and be sued answer and be answered in any court of law or equity in this state or elsewhere.

And be it Enacted That the capital stock of the said corporation shall not exceed two hundred and fifty thousand dollars to be divided into five thousand shares of fifty dollars each and that subscriptions to the said capital stock shall be opened and kept open under the direction of the said President and Directors until the aforesaid number of shares shall be subscribed unless the said sum is now subscribed.

And be it Enacted that the said corporation shall meet on the first monday in May next in the City of Baltimore and as often thereafter as the said corporation may adjudge convenient and necessary and the said corporation or such as shall be present in person or by their proxy shall elect by ballot out of the members of the said corporation six Directors to serve for one year and until successors to them shall be chosen and the said corporation shall annually thereafter on the first monday in May or within ten days thereafter in like manner elect six directors to serve for one year and until successors to them shall be chosen and the said Directors immediately after their appointment and so after every subsequent appointment as aforesaid shall choose from among the stockholders by ballot a President to serve for one year from the time of his appointment or until the next election of Directors and a successor shall be appointed and the said President and his successor for the time being shall always be entitled to vote as a Director and shall perform such duties and receive such compensation for his services as the President and Directors shall from time to time appoint and allow and in case any Director shall be chosen President the remaining Directors shall immediately choose by ballot from among the stockholders a person to supply his place and whenever a vacancy shall happen in the office of President or Directors by death removal from the state or otherwise the same shall be immediately filled by the Directors until the next election by a choice to be made from among the stockholders by ballot.

And be it Enacted That in the choosing Directors all persons or bodies politic holding stock in the said Company shall vote agreeably to the number of shares they may hold in the following proportion that is to say for one share and not exceeding two shares one vote each for every two shares above two and not exceeding ten one vote for every four shares above ten and not exceeding thirty one vote for every six shares above thirty and not exceeding sixty one vote for every eight shares above sixty

one vote but no person or body politic shall be entitled to more than eighty votes.

And be it Enacted That the said President and Directors shall have full power and authority to make all bye laws rules and regulations for the well ordering and conducting of the business of the company and such bye laws rules and regulations to alter change and annul at their pleasure but every such bye law rule or regulation may be altered or repealed by the stockholders at a general meeting to be called for that purpose by any ten or more stockholders. Provided that there be present at such meeting stockholders holding one thousand shares or their proxies and that four weeks previous notice be given in two newspapers printed in the City of Baltimore of such meeting and of the alteration or repeal intended to be proposed thereat.

And be it Enacted That the said President and Directors shall have power to appoint and remove at their pleasure all clerks superintendants agents or other officers necessary for carrying on the business of the said Company to dispose of its funds or property in the manner herein after directed and to fix and pay out of the funds of the said Company the compensation of all such agents superintendants clerks or officers to make such contracts purchases or agreements of all such matters and things in behalf of the said company and of all such privileges permissions rights and advantages of every kind and nature whatever as they shall judge necessary for completing in an effectual and proper manner the introduction distribution and supply of water to the city of Baltimore with any individual companies firms or corporations and to use and dispose of any surplus water to the best interest and advantage of the said company and all such contracts to rescind alter abridge or enlarge with consent of the parties thereto respectively and to lease sell convey transfer and bind by their contracts deeds and writings under the hand of the President and the seal of the company all the property estate common stock and joint funds of the said company subject to the ratification of the stockholders or a majority of them at some general meeting if the value of the matter in question shall exceed ten thousand dollars but not the persons or separate property of themselves or any of the stockholders

And be it Enacted That the said corporation may purchase and hold in fee simple or otherwise all such lands and real estates suitable for the erection of the necessary works and that may be necessary in whole or in part for the proper accomplishment of their undertaking as they shall adjudge proper and for that purpose may direct from the usual course at such place or places as they shall think fit the stream called Jones Falls or any other stream or streams which they may think suitable for the purpose or any part or parts thereof on the said corporations first obtaining the consent of all persons having any right or interest in the stream or streams so to be diverted in whole or in part or in the lands through which such stream or streams may be intended to pass after being so diverted and the said corporation shall have full power and authority to make and lay conduits or tunnels for the conveyance of the said water under and along any public highway or any street or streets lane or lanes alley or alleys of the County or city of Baltimore for the purpose of conveying and distributing the said water and the said conduits or tunnels from time to time to renew and repair and for such purposes to dig break up and open at their own expence all or any part of such highways streets lanes and alleys and of the middle or side pavements thereof leaving at all times a sufficient passage way for carriages horses and foot passengers and restoring forthwith to their former condition all such highways streets lanes and alleys and the pavements thereof as may be at any time ~~to~~ dug opened or taken up.

And be it Enacted That the corporation shall have full power and authority to establish reservoirs and public fountains in such parts of the streets and squares of the said City as they may think proper and to grant to all persons whomsoever and to all bodies politic and corporate the privilege of using the said water so to be introduced in such manner and on such terms and conditions and in such quantities respectively as they shall think fit and the said waters so to be introduced together with all reservoirs canals tunnels engines buildings and machines whatsoever to be by them made and used for the purpose of introducing raising and distributing

(the)

the said water to hold to them their successors and grantees forever as their sole and exclusive property.

And be it Enacted That the corporation aforesaid shall insert or grant permission to the corporation of Baltimore to insert and repair at the expence of the city such a number of fire plugs as to them shall appear necessary into the pipes used to convey the water through the streets thereof to be used only in case of fire but free from any charge for a supply of water.

And be it Enacted That it shall and may be lawful for the said President and Directors to call and demand from the said subscribers respectively all such sums of money by them subscribed in instalments not exceeding ten dollars each under pain of forfeiture of their shares and of all previous payments thereon to the said President ~~and~~ Directors and Company Provided that no such demand shall be made without thirty days previous notice being given in the different newspapers of the city of Baltimore and Provided also that not more than one such payment shall be called for or required in any term of four months.

And be it Enacted That any suit action or complaint by the said corporation against any person or persons whomsoever on account of or grounded on a trespass or injury done to the said works or any tunnels conduits canals water courses mound plug cock reservoir dyke engine machine or thing appertaining to the same shall in every instance be held and deemed as transitory in its nature and may be brought sustained and tried in any court in this State having jurisdiction in such like cases.

And be it Enacted That if any person shall wilfully polute the said water between the pumping house of the said company and the mill on Jones Falls now owned and occupied by John Stricker and William Patterson by throwing any dead animals or other impure substances into the same or by swimming bathing or washing themselves or by washing clothes or the skins of any dead animals or other impure things therein or by erecting any necessary or other

nuisance so near the said water as to pollute the same the person or persons so offending shall forfeit and pay to the said company a sum not exceeding twenty dollars for every such offence to be recovered by warrant before any magistrate of the County or city of Baltimore and shall be obliged to remove the said nuisance or forfeit and pay the sum of ten dollars for every day the same shall continue to the use of Baltimore County to be recovered by action of debt at the suit of the State.

And be it Enacted That it shall not be lawful for the said Corporation to enter into any negotiations on bills or notes nor to deal in exchange discount or other commercial or banking operations other than to vest their capital in stocks of chartered companies or in public securities or to borrow money as may be found necessary for the carrying on the works proposed and dividends of the profits of the stock shall be annually made reserving only at the discretion of the Directors such proportion as they or a majority of stockholders shall deem sufficient for maintaining and supporting the works necessary to promote or attain the object of this incorporation and if the said corporation shall not carry into effect the intentions of this act within five years from the passage thereof in that case all the powers hereby vested in them shall cease and determine.

And be it Enacted That all acts of Assembly heretofore passed on this subject be and the same are hereby declared to be repealed null and void.

By the House of Delegates
December 24th 1808.
Read and assented to
By order John Brewer clk

Robt Wright

The Great Seal in wax appendant

By the Senate
December 24th 1808
Read and assented to
By order Thos Rogers clk.

Maryland Set.

I hereby certify that the foregoing is a full and true copy taken from Liber TH No 2 folio 71 &c one of the Law Records of the State of Maryland belonging to the office of the Court of Appeals for the Western Shore of said State

In Testimony whereof I hereunto subscribe

my name and affix the seal of the said Court of Appeals this fourteenth day of October in the year of our Lord one thousand eight hundred and twenty two

Th. Harris clk Court App. W. Sl.

An act to incorporate the President and Directors of the Baltimore Water company

Cost $2.56

Exhibit B.W.C

rec'd 8 april 1823 with Comm.

The Separate Answer of James C. Neilson James Hinds, William Stewart, Moses Hands, Thomas Jowson, Charles Hamel, Charles Constable, Samuel Sterett, John Reddy, Peter Mason, John H. Rogers [redacted], [redacted], & [redacted] to the Bill of Complaint of Thomas Mc Coy, exhibited against The President and Directors of the Baltimore Water Company, James C. Neilson James Hinds, Moses Hands, Thomas Jowson, Charles Hamel, Robert Mills, Charles Constable Samuel Sterett, John Reddy, Peter Mason Hugh Bonner, John H. Rogers, James C. Dew James Grimes and Barnard Williams in the High Court of Chancery of the State of Maryland.

Your Respondents saving and reserving to themselves all benefit of exception to the matters and things contained in the said Bill, nevertheless for answer thereto or to so much thereof as they are advised that it is material for them to answer say,

That true it is, that on at the time specified in the said Bill of Complaint to wit, on the twenty Second day of

January, in the year One thousand Eight Hundred and Seventeen your Respondents with the exception of William Stewart, entered into an agreement which had for its object the erection of Twelve buildings on the lots owned by the President and Directors of the Baltimore Water Company on the West side of Calvert Street and not the East side as is erroneously stated in the Bill, under which agreement they were to contribute materials or labor or money towards the erection of the said Buildings until they should be under Roof, at which time they were to be apportioned among them, and each individual was to be held liable for the deficiency that there might be between the estimated value of his house or part of a house and the value of the materials or labor fur=
=nished or cash advanced. Your Respondents aver that the original agree=
=ment is not in their possession, so that they cannot file it as an Exhibit to this their answer, but as far as their recolle=
=ction extends, the Paper purporting to be a copy of the same, and filed with the Bill of the

Complainant contains the substance of the above mentioned agreement.

And the said William Stewart, answering for himself saith that true it is that he has become interested in one of the said build:=ings, having purchased from Thomas Towson the interest which he possessed in the same

Your Respondents further answering admit that as it was necessary to have some general superintendant of the buildings, who might by his presence contribute to the regularity and fidelity of the work and in whose name the various and numerous orders incidental to an undertaking of that magnitude might be given and as they supposed that the Baltimore Water Company possessed both the means and the wish to have at the head of their Institution a person of trust and confidence, they appointed Robert Mills, at that time President of the Baltimore Water Company, an Architect of the buildings, with power to form such contracts as should be absolutely indispen=sable, and essentially and necessarily connected with the erection of the same; but what contract the Complainant might have formed with the said Robert Mills, or

w

whether he formed any contract at all, your Respondents are totally ignorant and therefore unable to say; they cannot however refrain from expressing their surprize that the Bill of the Complainant is not more explicit upon this material part of the Case, in setting forth more particularly the terms and nature of the contract which the Complainant alledges to have been made between him and Robert Mills; and they say this, because it is known to be a fact that the stone so alleged to have been furnished by the Com= =plainant was extracted from the Quarry of Robert Mills, and was considered by your Respondents as being that proportion of ma= =terials which said Mills was to furnish towards the buildings. Your Respondents therefore deny in the strongest terms that the account of the Complainant filed as an Exhibit with his Bill is correct, and aver that they never saw the account or a copy thereof until it was shewn to them annexed to the Bill, and they pray that the Complain= =ant may be compelled to prove the same by competent testimony to the satisfaction of your Honorable Court.

Your Respondents further answering

state, in illustration of the point of view in which they consider the account of the Complainant that ~~shortly~~ after the buildings above mentioned were under Roof a Committee of five of those persons interested was appointed to settle and adjust the accounts that were outstanding, consisting of William Winchester who represented the interest of the President and Directors of the Baltimore Water Company, Charles Constable, Moses Hand, Peter Mason and William Stewart, who advertized in the public papers that all accounts against what was then termed the Building Company should be brought to them for settlement; an account was accordingly presented by the Complainant, consisting of divers charges, amongst which was a charge of Eighteen Hundred Dollars for cutting down John Street, which your Respondents refused to pay, and that they aver that this charge so refused to be paid, is now by a subterfuge and evasion attempted to be forced upon them under a different name; (as if the Complainant was sensible that the charge in its original shape which your respondents alledge was its correct one, could not be maintained in a Court of Equity) and appears

as a charge of Eighteen hundred Dollars for proportion filling up lots &c. Your respondents aver that they had never delegated any power to any person whatever to form contracts for cutting down Streets and without such authority they are at a loss to imagine how they themselves or their property can be held liable to pay for the same.

Your Respondents further answering say, that they have always been willing and desirous to account with the Complainant and to pay to him any just balance that they should upon such accounting be found to owe him. Humbly conceiving therefore that there is no cause for the interference of this Honorable Court to enforce any relief required by the Complainant, and that they have answered touching all the matters contained in the Bill, they pray to be dismissed with their Costs

Benjn. C. Howard
Defts Solr

James C. Nelson
Wm Stewart
Charles Hamel
Moses Hand
Thos Tawson
Jas Hinder
Chas Constable
S. Stewart
John Reddy
Peter Mason
Jno H Rogers

Baltimore County To wit

On this 13 day of March 1820 appear James C Nelson Wm Stewart Charles Hamel Moses Hands Thomas Tawson James Hinder Charles Constable S Storrett John Reddy Peter Mason and John Rogers and whose Names are Subscribed to the foregoing Answer personally before me the Subscriber one of the Justices of the peace In and for the Said County and being Severally Sworn on the Holy Evangely of Almighty Severally declare on their Oaths that the Facts and things Stated in the foregoing Answer are True to the best of their Knowledge and Severally Subscribed the same in my presence

Sworn before John Dougherty

Copd DW

Charles Constable
and others
at suit of
Thomas McCoy

Answer

Mr Bowie
Please file
this Answer
B. C. Howard.

Filed 15 March
1820

Baltimore June 27th 1825

Received of the Baltimore Water company, the sum of Seven thousand, Seven Hundred and fifty three dollars, and Thirty one cents in full payment and satisfaction of the debt and interest and Costs, decreed to be paid same by the within and aforegoing decree; And I do hereby direct Ramsay Waters, Esq. Register in Chancery, to enter on the Docket of the Court of Chancery, in the cause mentioned in said decree, that the decree, debt Interest, and Costs, have been paid and satisfied, by the said President and directors of the Baltimore Water Company, to me the said Complainant in the Cause.

Thos. McCoy

McCay. Receipt for
L
Hunter Comfy Debt Interest
& costs

Filed 13 March
1826

The Separate Answer of the President and Directors of the Baltimore Water Company to the Bill of Complaint of Thomas McCoy of Baltimore County exhibited against these Defendants and James C. Nelson, James Hinds, Moses Hand, Thomas Towson Charles Hamel, Robert Mills, Charles Constable, Samuel Street, John Reddy Peter Mason, Hugh Bonner, John H. Rogers, James C. Dew, James Grimes Bernard Williams and William Stuart in the Court of Chancery of Maryland

These Defendants now and at all times hereafter saving and reserving to themselves all manner of Benefit and advantage of exception to the matters and things setforth in the said Bill of complaint for answer thereto or to so much thereof as these Defendants are advised is material for them to make answer unto say, that they do admit that they were seized in fee simple of the said Lots of Ground mentioned in the cover of the agreement here to annexed and for the purpose of conveying their property did enter into the agreement aforesaid with the other Defendants who are parties thereto but for

greater certainty these Defendants beg leave to refer to the said agreement a true copy whereof is herewith filed which these Defendants pray may be received and deemed as a part of this their answer. These Defendants admit that the said William Stuart hath an interest in the said Lots of Ground and houses thereon erected.

These Defendants admit the the said Complainants as they are informed and believe, did supply certain Stone sand, Work and Labour in and upon the said Lots of Ground and Houses thereon but to what amount these Defendants do not nor cannot accurately state as set forth nor do these Defendants know the terms of the contract for said materials supplied and work done made between said Complainants and the said Robert Allly. These Defendants do not know whether the said Robert Allly ever did furnish a statement of his said claim. The said Complainants said claim therefore cannot declare whether the copy filed with the said Complainants said Bill of complaint is or is not

a True Copy – These Defendants admit that the said Lots were filled in and made level and prepared to be built upon and ~~improved~~ improved by the said Complainant for the said Defendants mentioned in the said Bill of Complaint and agreement herewith filed but – Whether the charge of Eighteen hundred Dollars mentioned in the said Complainants said Bill of Complaint for such digging filling in and Labour is a just and fair compensation therefor. these Defendants cannot admit and therefore require that the said complainant should prove the same to the satisfaction of this Court ~~[illegible]~~ Without this, that there is any other matter or thing material or necessary for these Defendants to make answer unto and not herein and hereby well and sufficiently answered unto, confessed or avoided, traversed or denied, is True and prayed to be hence dismissed with their costs in the behalf sustained –

Jas. Ulman
Defdts Solr.

John Lamphall White President
Baltimore Water Company

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 and John Streets, Twelve Lots for the purposes of improvement, and have agreed to lease the said lots at the rate of Six dollars pr foot, front on Calvert, pr annum running back (124) One hundred and twenty four 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 hands and 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 to our respective names, agreeably to the design of Robert Mills, Architect and President of said Water Company; And for the government and regulation of the said Building Company, we do further agree to the following articles.

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

Article 2d 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 2d, 3d and 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 first choice &c

Article 3d 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 4th Every exertion shall be made to finish the houses with all dispatch and each individual of the Company shall use all reasonable endeavors 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 Carpenters 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, to the extent of the cost of the two houses belonging to the Water Company, be taken from their funds; and when these are exhausted, and 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 the amount of their bills –

Article 7th The manner and 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	Dls 7500.
To the Lumber Merchant	about	5000.
To the Brickmaker	about	3000.
Contingent Fund	about	600
		Dls 16,100.

In the month of December a provision is to be made to pay the Lumber Merchant the further sum of Two thousand Dls, the balance in April 1818.

Article 8th The principals upon which the valuation of the work and 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 ordered.

Article 9th A Director ~~of the work~~ & Treasurer of the Works shall be appointed, whose business shall be to examine and direct the progress of the buildings, obtain and pay all such monies as may be necessary, form contracts, and keep the accounts of the Company –

In witness whereof we have hereunto set our hands and 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 2 houses.
We do here also appoint the above ~~said~~ Robert Mills our Architect and Treasurer for the above mentioned houses.

1 House	Signed) James C Nelson	Seal	Signed) Charles Constable Jr.	Seal	1 House
1 do.	" James Hindes	Seal	" John Reddy	Seal	1 do.
1 do.	" Moses Hand	Seal	" Peter Mason	Seal	1 do
1 do.	" Thomas Towson	Seal	" Bonner	Seal	1/4 do
1/2 do.	" Charles Hamell	Seal	" John H. Rogers	Seal	1 do
1 do.	" Robert Mills –	Seal	" Dew Grimes & Barnard Williams	Seal	1/4 do –
5 1/2 houses		Ano			6 1/2 houses

The annexed Agreement is a true Copy from the Original, taken this 20th of February 1818.

Thos Ellis

Copy

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

Copd D. W.

The President and
Directors of the
Baltimore Water
Company
at Suit of

Thomas McCoy
vs
Answer

Mr Bowie
please to file
the answer
Jas. Marshall
Solr for Defts

Filed 15 March 1820

IN CHANCERY,

March TERM, ~~1817~~ 1828

Thomas McCoy vs. James C. Dew James Grimes. James Bernard & Charles Williams

IN this Cause the Defendants James C. Dew. James Grimes. James Bernard & Charles Williams being returned attached for not answering to the Bill of Complaint filed by the Complainant; and the said Defendants not having answered

Upon motion of the Complainant by his Solicitor, it is this 27th day of March 1828 Ordered, that the said James C. Dew James Grimes James Bernard & Charles Williams either in person, or by Solicitor, put in a good and sufficient Answer to each Interrogatory contained in the Bill, or a Plea or Demurrer to the same, on or before the 4th day of July Term next of this Court, or otherwise the Chancellor, upon application of the Complainant, and at discretion, will either take the Bill pro confesso, or direct a Commission to issue for taking Depositions, and will finally decree as to him shall seem meet and consistent with the established principles of Equity, in the same manner as if the said James C. Dew. James Grimes. James Bernard & Charles Williams had answered and Depositions had been taken in the usual way; Provided a Copy of this Order be served on the said James C. Dew James Grimes. James Bernard & Charles Williams or their Solicitor before the first day of June next

W. Kilty Clk.

True Copy Test Ramsay Waters

Regr. Cur. Can.

McCoy
vs
Davis
Dewvorters

Copy
Order for Confsso

Copy of the order
served the 30th
day Decr 1820
& 15 Jany 1821

W Stevenson
Atty

State of Maryland Baltimore County ss

On this thirteenth day of January in the year of our Lord Eighteen Hundred and Twenty two before the Subscriber a Justice of the peace in and for the County aforesaid comes Freeborn G Waters and makes oath on the Holy Evangels of Almighty God that after the twenty seventh day of March Eighteen Hundred and Twenty one and before the first day of June Eighteen Hundred and Twenty one he served copies of the within order on James C Dew, James Grimes, ~~[illegible]~~ and Charles Williams defendants in the within cause

A. Whiteley

IN CHANCERY,

Thomas McCoy

March TERM, ~~1821~~ 1821.

James C Dew, James Grimes, James Barnard & Charles Williams vs.

IN this Cause the Defendants James C Dew, James Grimes, James Barnard & Charles Williams being returned attached for not answering to the Bill of Complaint filed by the Complainant; and the said Defendants ——— not having answered.

Upon motion of the Complainant by his Solicitor, it is this 27th day of March 1821 Ordered, that the said James C Dew, James Grimes, James Barnard & Charles Williams either in person, or by Solicitor, ——— put in a good and sufficient Answer to each Interrogatory contained in the Bill, or a Plea or Demurrer to the same, on or before the 4th day of July Term next of this Court, or otherwise the Chancellor, upon application of the Complainant, and at discretion, will either take the Bill pro confesso, or direct a Commission to issue for taking Depositions, and will finally decree as to him shall seem meet and consistent with the established principles of Equity, in the same manner as if the said James C Dew, James Grimes, James Barnard & Charles ~~had~~ Williams had answered - and Depositions had been taken in the usual way; Provided a Copy of this Order be served on the said James C Dew, James Grimes, James Barnard & Charles Williams ~~or left at~~ or at their ~~usual place of~~ Solicitor ~~abode~~ before the 1st day of June next.

W Kilty Ch

197

3 copies. 197

McCoy
@
Miller

Order pro confesso

Scott

IN CHANCERY,

Thomas McCoy July TERM, ~~1819~~. 1820

Robert Mills vs. } IN this Cause the Defendant Robert Mills being returned attached for not appearing to the Bill of Complaint filed by the Complainant; and the said Robert Mills not having appeared

Upon motion of the Complainant by his Solicitor, it is this 2d day of August 1820 Ordered, that the said Robert Mills either in person, or by Solicitor, _____ put in a good and sufficient Answer to each Interrogatory contained in the Bill, or a Plea or Demurrer to the same, on or before the 4th day of September Term next of this Court, or otherwise the Chancellor, upon application of the Complainant, and at discretion, will either take the Bill pro confesso, or direct a Commission to issue for taking Depositions, and will finally decree as to him shall seem meet and consistent with the established principles of Equity, in the same manner as if the said Robert Mills _____ had appeared and answered and Depositions had been taken in the usual way; Provided a Copy of this Order be served on the said Robert Mills _____ or left at his usual place of abode before the 1st day of September next

W Kilty Ch

197

Statement of Mr. J. McCoys a/c against the Calvert Street houses & Water Co. for John St.

Bill of Stone	$2023 74
Int. to 1st Augt. 1818	20 24
Balance of Bill of Digging	1114 —
Int. on Do.	92 02
Bill of Sand hauling & digg	575 —
Proportion filling Lots &c	1800 —
To Sundries	25 —
	5650 —
Water Company's Bill digging John St.	2550 —
	$8200 00

Copy of original

True Copy

Test Ramsay Waters

Reg Cur Can

Copy Exhibit B

The original of which this is a copy delivered to John Scott Esq. 4 Septr 1822

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 and John streets Twelve Lots for the purposes of improvement and have agreed to lease the said lots at the rate of five dollars pr foot front on Calvert pr annum running back (124) one hundred and twenty four feet to an alley and further to join any Company of Gentlemen to build upon said lots erecting at their expence two Houses out of the twelve and giving the privilege of the building their houses to the Gentlemen composing said Company Therefore We who have hereunto subscribed our hands and 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 to our respective names agreeably to the designs of Robert Mills Architect and President of said Water Company and for the government and regulation of the said building Company we do further agree to the following Articles viz

Article 1st All the houses shall be covered in without reference to individual property but as the joint property of the company

Article 2d 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 and given to the highest bidder as also the privilege of the second third and 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 their 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 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 ~~to~~ for him to perform

Art

Article 5 For the execution of the Timber 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 6th 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 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 funds of those whose work or materials are deficient of the amount of their bills

Article 7th The manner and 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	D$ 7500
To the Lumber Merchant about	5000
To the Brick maker about	3000
& Contingent funds about	600.
	16100 Dollars

In the month of December a provision is to be made to pay the Lumber merchant a further sum of Two Thousand dollars the balance in April Eighteen Hundred & Eighteen

Article 8th The principles upon which the valuation of the work and 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 ordered

Article 9th A director of the Works and Treasurer shall be appointed whose business shall be to examine and direct the progress of the buildings obtain and pay all such monies as may be necessary form contracts and keep the accounts of the company in witness whereof we have hereunto set our hands and seals this 22d day of January in the year of our Lord one thousand Eight hundred and seventeen

On behalf of the Water Company Robert Mills President two Houses

We do then also appoint the above said Robert Mills our architect & treasurer for the above mentioned Houses

1 House	Signed James C Nelson	(Seal)	Signed Charles Constable H	(Seal)	1 House
1 do	" James Hindes	(Seal)	" John Ruddy	(Seal)	1 do
1 do	" Moses Hand	(Seal)	" Peter Mason	(Seal)	1 do
1 do	" Thomas Towson	(Seal)	" Bonnu	(Seal)	1/4 do
1/2 do	" Charles Hamil	(Seal)	" John H Pogey	(Seal)	1 do
1 do	" Robert Mills	(Seal)	Two of Grimes of Barnard Williams	(Seal)	1/4 do
5 1/2 Houses			And		6 1/2 Houses

the annexed agreement is a true Copy
from Thomas Mills's as taken
from the original this 5th August 1829

Thomas McCoy

Copy / 10 sides

Articles of association
of the
Calvert Street Building
Company
~~in conjunction with the~~
~~Baltimore Water~~
~~Company~~

Exhibit A

filed 25 Nov 1819

rec'd with comm 8 April
1823

Thomas McCoy
vs
The President & Directors
of the Baltimore Water Company
and others —

In Chancery

This Cause being Submitted, and a Decree for an account prayed for by the Complainant, and the Said application appearing just and proper — It is thereupon this 24th day of April Eighteen hundred and twenty three, adjudged, ordered and decreed, that the parties in this Cause account with Each other Concerning the Matters mentioned in the proceedings, and that the Auditor State an account from the Evidence in the Cause or that may be exhibited before him, and report thereon to this Court for further order and final decree — (Signed) W. Johnson

Auditor's Office, in Chancery 26th June 1823.

The Auditor hereby Notifies the parties to the above Cause, that he will attend at his office in the City of Annapolis, on Saturday the 5th of July next, to take any further Evidence Either or any of them may then offer, and that after that day he will proceed to State from the testimony already had and Such (if any) as may then be taken, the account required by the Court's Interlocutory Decree whereof the above is a true Copy — George Mackubin Auditor

Baltimore June 28th 1823.
Service admitted

John Scott
Sol. for Compt.

I admit Notice of the within
U S Heath Solr. for
Bernard & William

I admit notice on behalf of
the Deptd. M. Betts State Bank
Saml. Moale

I admit Notice on behalf of those
Defendants for whom my appearance
is entered — Benjn. C. Howard.

In the Case of
Thomas McCoy
vs
The President &
Directors of the
Baltimore Water
Company, and others

Bill &c.

To The Honourable William Kilty Esqr
Chancellor of Maryland

The petition of Thomas McCoy,
the complainant in the above cause
humbly sheweth

That Bernard Williams
is named as a defendant in the above
cause when in truth and fact there
is no such person. That since the
filing of his said bill your petitioner
has learned and been informed
that a certain James Bernard, and
a certain Charles Williams, both
of the City of Baltimore, and trading

under their copartnership name
and firm of Barnard & Williams
were in their said copartnership
name and capacity parties to
and concerned in the said
agreement and undertaking
set forth and stated in the bill
of your petitioner and should
have been named as defendants
thereto. Your petitioner therefore
prays that he may be permitted
to amend his said bill by making
the said James Barnard and Charles
Williams, defendants thereto in
the same manner as if they had
been named as defendants in your
petitioner's said bill of complaint
and that a subpoena may be
issued against the said James
Barnard and Charles Williams
to appear and answer your
petitioner's

petitioner's said bill of complaint
and that they may be compelled
to appear and answer the same,
and that your petitioner may
have such relief against them
as the nature of his case may
require. And your petitioner
will ever pray &c

John Scott
Sol. for petr.

Leave given to amend as prayed
June 26th 1820

W Wittyche

Thomas McCoy

vs

James Barnard &
Charles Williams

Petition
In the Case of
Thomas McCoy, agst
The President &
Directors of the
Baltimore Water
Company and
others.

Mr Bowie
File this
Petition &
John Scott
Sol pro Pettr.

filed 4 February 1820

Thomas McCoy

vs

The President and Directors of the Baltimore Water Company and others

In Chancery

Bill, Answers Com. & Sp. executed & returned &c

This cause being submitted and a Decree for an account prayed for by the Complainant and the said application & hearing past and proper

It is therefore ordered this 24th day of April Eighteen hundred and forty three adjudged and decreed that the parties to this cause account with each other concerning the matters mentioned in the proceedings and that the Auditor state an account from the evidence in the cause & that may be exhibited before him and report thereon to this Court for further order and final Decree

W. J. Mason

McCoy
v
Water Company
et al

Interlocutory Decree
24 apr. 1823

The Joint & Separate answer of James Barnard and Charles Williams to the Bill of Complaint of Thomas McCoy heretofore filed in this Honorable Court: These Defendants now and at all times hereafter saving and reserving to themselves all and all manner of benefit and advantage of exception to the manifold errors uncertainties, imperfections and insufficiencies in the said Complainants Bill contained, for answer thereunto or unto so much thereof, as they are advised is material for them to answer unto they severally answer and say, that they have no personal knowledge of the Baltimore Water Company being seized in fee of the several Lots of ground in the Complainants Bill mentioned, although from representations of others they have no doubt but the fact is as stated; neither have they any knowledge of the leasing of the said Lots as alledged; and they expressly deny that they ever leased or agreed to take upon lease any of the said Lots either in their individual or copartnership capacity or in Company with the other persons Defendants in this Cause or in any other manner whatsoever. They state also & deny that they ever joined the

company in the Bill mentioned or any other Company and agreed to take the said Lots and erect or cause to be erected Buildings thereon. They state that of such a Company having been formed as alledged in the Bill, by the other Defendants they have no personal knowledge. They deny that they ever signed the agreement alledged in the Bill, a paper purporting to be a copy whereof has been filed as an exhibit in this Cause, or that they ever authorised Demporvered James C Dew James Greiner or any other person to sign the same for them and expressly alledge that if their names be subscribed to said Agreement, they have been subscribed thereto by some other person without their authority or direction, privity or consent and they humbly conceive they are not bound thereby, or in any manner responsible in consequence thereof. They state that at the time the said agreement purports to have been signed Executed they were in no way connected with the supposed Company as alledged or with any of the members thereof, the Defendants in this Cause. neither have they since been in copartnership with the said persons or any of them They admit that at the period mentioned before and since that time these Defendants have been Copartners in business under the firm of Barnard & Williams that they kept a Lime & feed Store and were also jointly interested in several Halls but they deny that Dew & Greiner were interested in their business or had any concern

therewith. They admit that they furnished a large quantity of Lime for the buildings about to be erected on the Lots mentioned in the Bill. that they began to furnish Lime therefor sometime in the Month of February 1817 & continued to deliver the same from time to time until the latter part of the same year. but they deny that the same was furnished in consequence of their being Members of said Company as alleged or in any manner interested therein or in the Houses about to be erected. They state on the contrary that the Lime so by them furnished was sold in part to Dew & Grimes, upon their Credit and at their instance during their Copartnership; and in part to James C Dew upon his individual Credit & responsibility and after the dissolution of the Copartnership that had subsisted between Dew & Grimes; and they represent that they are now proceeding against the said Parties for money due for the Lime so delivered as aforesaid as well as for other monies due from James C. Dew & Co. They deny that there ever was any such firm as Dew, Grimes, Bernard & Williams or that they ever associated together as copartners in said building or in any other business; or that they ever belonged to the Company called the Calvert Street Building Company for the purpose of erecting said Houses or for any other purpose and they disclaim all interest therein or connexion therewith. These Defendants state that some time in the Spring of the year 1817 & after that said Dew & Grimes had dissolved Copartnership, the said Dew applied to them to become interested in said buildings - that this application was made some Months

after the Agreement mentioned in the Bill
pretends to have been executed, and that
these Defendants then and all times refu
sed to become interested therein. They
further answering state that they never
contracted with the Complainant to do
the work or furnish the materials in
the Bill mentioned, and they deny that
they ever authorised and empowered
Robert P. Mills or any other person to
contract with him for such or any other
purpose - that in truth they have no
knowledge of the said Complainants
or of his having performed such work or
furnished such materials - and if he has
they conceive they are in no degree responsi
ble as they did not employ him and
were not interested in such buildings
They deny expressly having agreed in connexion with Dent &
Grimes to erect one fourth of a House as
alledged in the Bill; and that they have con
ferred with them or the other Defendants
named or with any other person to defraud
or injure the Complainant or without
there is any other matter or thing in the
Complainants Bill contained material
or necessary for these Defendants to make
answer unto and not herein before suffi
ciently answered or denied, they have no
knowledge: and they pray to be hence dis
missed with their Costs in this behalf
most wrongfully sustained - May they ever be

A. Wheatley
for B. & W.

Baltimore County S.

On this 7th Day of March
1822 personally appears James

Barnard & Charles Williams before
me the Subscriber a Justice of the
Peace and severally make Oath that the within
answer & the facts herein stated are
correct & true to the best of their know
ledge & belief. Sworn before —

W. M. Medcalf

Cop'd E & M
11 ss

Answer

James Barnard &
Charles Williams
to the Bill of Comp.
of Thos. McCoy –

Mr. Waters,
Please file
this answer –
M S & for
Defts.

Filed 14th March 1822

Thomas McCoy
vs
The President & Directors of the Baltimore Water Company and others

Be it remembered that heretofore to wit on the 25th day of November 1819 came Thomas McCoy by John Scott Esquire his solicitor, into the Court of Chancery of Maryland, and exhibited therein his Bill of Complaint against the parties defendants in said Bill named, in the words following (insert bill & Exs.) whereupon issued subpoenas in the usual form against the defendants named in said Bill, and afterwards to wit on the 4th day of February 1820 the Complainant filed in the cause a petition in the words following (insert petn. to amend) on which the Chancellor passed an order in the words following "Leave given to amend as prayed" — W. Kilty Chr" June 26. 1820, Whereupon was issued writ of subpoena against the defendants named in said petition. And on the 15 day of March 1820, came Benjamin C. Howard Esquire of Counsel for several of the said defendants, and in their behalf appeared to the said Bill and filed the answer of the several defendants therein named, to the said Bill as follows (insert answer) And on the same day came also Samuel Moale Esquire of Counsel for the said Defendants The President and Directors of the Baltimore Water Company, and in their behalf appeared to said Bill and filed their answer thereto as follows (insert it) And the said writs of subpoena issued as aforesaid against the defendants Robert Mills, James C. Dew, James Quinn, James Barnard and Charles Willson, having been duly returned "Non est" And the said Defendants failing to appear according to the exigency of said writs, Writs of attachment directed to the Sheriff of Baltimore County were issued against them and the said writs afterwards duly returned endorsed "Attd". And the said defendant Robert Mills not appearing

the Chancellor on application passed the following order (insert order pro confesso agt. Hiles) and the said other mentioned defendants having appeared to the said bill but having failed to answer the same within the time limited by the rules of the court, on motion of complainants counsel writ of attachment to answer was issued against them returnable to March Term 1821 at which Term the Sheriff of Baltimore County to whom the said writ was directed, made return thereof thus indorsed. "Atd" whereupon the Chancellor on motion passed the following order (insert order pro confesso agt. Dev^x) and afterwards the complainant filed in the cause a copy of said order in the words following (insert copy + affidavit) and the said cause thus standing was continued until December Term 1821 at which an agreement in the words following was filed in the cause (insert agreement for Comm.) whereupon was issued a commission to the persons therein named ~~was issued~~ in the words following (insert Comm. alone) and the said cause thus standing was continued until March Term 1822 at which Term came Upton S. Heath Esquire of Counsel for the defendants James Barnard and Charles Williams, and filed the answer of the said defendants to the said bill as follows (insert it) and the said cause thus standing was continued until March Term 1823 at which Term came the said commissioners and made return of their proceedings in the premises as follows (insert comm. + qualification, testimony + Exhibits &c) and afterwards at the same term the Chancellor passed in the cause the following decree (insert interlo.) and afterwards on the 8th day of July 1823 came the auditor of the court and made return of his proceedings in the cause as follows) insert it) to which report and proceedings exceptions were filed in the following words (insert them) and afterwards

On the 14th day of February 1824 the Chancellor passed his Decree in the premises as follows (viz:)

McCoy
vs
Water Company &
others

Abstract

Thomas McCoy

vs

The President Directors
~~& Company~~ of the Belle
Water Company & others

} In chancery

It is agreed that Commission
issue to James B. Latimer, Hugh
D. Evans and George G. Belt
to take evidence in this cause

J. G. Nordyke
for Complt.

J. Mott
for Defts

Thos McCoy
vs
The Baltimore Water
Company & others

agreement

Filed 13th Decr 1821