

Thomas M^c Coy. & Be it remembered that heretofore
 as The President & Directors of the Baltimore Water
 Company & others. { to wit on the twenty fifth day of
 November eighteen hundred and
 nineteen came Thomas M^c Coy 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 in the words following.

To the Honorable William Kilty Esquire Chancellor of Maryland. Humbly complaining sheweth unto your honor your
 Orator Thomas M^c Coy 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 & Direc
 tors of the Baltimore Water Company (the said President & Direc
 tors 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 No
 vember 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 Street in Baltimore County & with
 in the limits of the City of Baltimore as lately enlarged, for
 the purposes of improvement agreed to lease the said lots
 at the rate of six Dollars p^r foot front on Calvert Street p^r
 annum and to join any Company of Gentlemen to build
 upon said lots erecting at their expense two houses out of
 twelve houses intended to be erected on the said lots & your
 Orator further sheweth unto your honor that in pursu
 ance of the said intention the said President and Directors
 of the Baltimore Water Company and James C. Neilson
 James Pindus, Moses Hand, Thomas Towson Charles
 Parnel, Robert Mills, Charles Bonotable and Samuel Ster
 rett (the said Charles Bonotable and Samuel Sterrett then
 being Copartners together in trade and carrying on the
 same under the name and firm of Charles Bonotable & C^o)
 & the said Charles Bonotable and Samuel Sterrett associ
 ating themselves in their said Copartnership capacity and
 under their name and firm of Charles Bonotable & C^o) John
 Kiddy, Peter Mason, Hugh Donner, by the name of Don
 ner, John P. Rogers, James C. Dne, James Grimes & Bar
 nard Williams (the said James C. Dne, James Grimes and
 Barnard Williams, associating themselves as partners
 under the name & firm of Dne & Grimes & Barnard Will
 17836 and) associated themselves together under the firm of The
 Calvert Street Building Company for the purpose of erec
 ting twelve houses upon the said lots of ground in the
 following proportions to wit, the said President & Direc
 tors of the Baltimore Water Company by Robert Mills

their President agreed to erect two houses the said James
 agreed to erect two houses the said James P Hinds agreed
 to erect one house the said Moses Hand agreed to erect
 one house the said Thomas Tomson agreed to erect one
 house the said Charles Parnel agreed to erect half an
 house the said Robert Mills agreed to erect one house
 the said Charles Bonstable and Samuel Sterrett as Co
 partners as aforesaid agreed to erect one house the said
 John Reddy agreed to erect one house the said Peter Mas
 son agreed to erect one house the said Hugh Bonner
 agreed to erect one fourth of an house the said John P
 Rogers agreed to erect one house and the said James C
 Dew James Grimes and Barnard Williams as Copart
 ners as aforesaid agreed to erect one fourth of an house
 making in the whole twelve houses as contemplated
 by the said articles of a association which said houses were
 to be erected agreeably to the design of Robert Mills archi
 tect and President of the said water Company and for the
 government and regulation of the said building Company
 the parties before mentioned did amongst other things fur
 ther agree to the following articles. Viz. that all the houses
 should be covered in without reference to individual pro
 perty 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 it should be to examine and di
 rect 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 treasurer for the houses before menti
 oned as in and by the articles of a association of the said Cal
 vert Street building Company now in the custody of some of
 the members of the said Company reference being thereunto
 had will more fully appear, 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 a association is herewith filed and exhibited
 marked A and which your Orator prays may be taken &
 considered as a part of this his Bill of Complaint. And
 your Orator further sheweth unto your honor that he hath
 understood and believes it to be true that a certain William
 Stewart of Baltimore County is also interested in the said
 houses and Copartner together with the parties before men
 tioned in their said undertaking altho he hath not signed &
 sealed the said articles of a association but that your Orator
 is not informed in what manner the said William Stewart
 is interested in the said buildings. And your Orator further
 sheweth unto your honor that in pursuance of the said

articles of association and of the authority therein and there by 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 labor in digging in & upon the said lots of ground, hauling sand 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 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 found and 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 Honor 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 altho the said building Company sometimes deny your Orators 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. But now so it is may it please your Honor that the said President and Directors of the Baltimore Water Company James C Neilson James Hinder, Moses Hand, Thomas Towson, Charles Hamill Robert Mills Charles Constable Samuel Sterrett, John Reddy Peter Mason, Hugh Bonner, John H Rogers, James C Dew James Grimes 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 combining how to defraud your Orator and to defeat your Orators said claim they refuse to give or render to your Orator any account whatsoever and to pay what is due to your Orator sometimes pretending —

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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 from 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 Thomas as before mentioned, all which actings 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. In tender 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 cannot 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 & Directors of the Baltimore Water Company James E. Neilson, James Hinds, Moses H. and Thomas Towson, Charles Hamill, Robert Mills, Charles Constable, Samuel Sterrett, John Reddy, Peter Mason, Hugh Bonner, John H. Rogers, James C. Dew, James Grimes, Bernard Williams and William Stewart may upon their several Corporal Oath 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 here before set forth or any other and what agreement and whether the said Robert Mills was not thereby authorized 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 whether any and what sum of money they are indebted to your Orator and that they the said Defendants be fore 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 may have such further and other relief in the premises as to your

Honor shall seem meet; May it please your Honor to grant unto your Orator the State of Maryland writ of Subpoena to be directed to the said President and Directors of the Baltimore Water Company and also to James Co. Neilson, James Bindeg, Moses Hand, Thomas Towson, Charles Hamel, Robert Mills, Charles Constable, Samuel Sterrett, John Reddy, Peter Mason, Hugh Bonner, John R. Rogers, James Co. Dew, James Grimes, Barnard Williams and William Stewart all of Baltimore County then by commanding them and each of them at a certain day & under a certain pain therein to be inserted personally to be and appear before your Honor in this Honorable Court then & there to answer the premises, and to stand to and abide such Order and Decree therein as to your Honor shall seem agreeable to equity and good conscience. And your Orator shall ever pray: &c. Wm Pinkney. John Scott: Sols for Compt^{ys} (Exhibits) Exhibit. A.

Articles of Association of the Calvert Street Building Company. Whereas the Baltimore Water Company have laid out on the West side of Calvert Street between Center & John Streets twelve lots for the purposes of Improvements and have agreed to lease the said lots at the rate of six Dollars per foot front on Calvert per 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 the building their houses to the Gentlemen composing said Company. Therefore we who have hereto 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 reclion of the number of houses attached to our respective names agreeably to the design of Robert Mills architect & President of said Water Company and for the Government and regulation of the said Building Company we do further agree to the following articles to wit.

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

Article 2nd. 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 & 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 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 3rd. 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 despatch 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 5. For 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 6. What moneys may be required during the progress of the work shall be 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 7. 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	Dolls 7500
To the Lumber Merchant about	5000
To the Brick maker about	2000
To Contingent funds about	600
	17,000 Dolls

In the month of December a provision is to be made to pay the Lumber Merchant of a further sum of two thousand Dollars the Balance in April eight 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 from contracts and keep the accounts of the Company. Witness whereof we have hereunto set our hands and seals the 22nd 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 Neilson	Seal	Signed Charles Constable	1 hour
1 Ditto	James Hunder	Seal	John Reddy	1 D
1 Ditto	Moses Hand	Seal	Peter Mason	1 D
1 Ditto	Thomas Howson	Seal	Bonner	1 D
1/2 Ditto	Charles Hamil	Seal	John Rogers	1 D
1 Ditto	Robert Mills	Seal		
	Dew & Grimes & Barnard Williams			Seal 1/4 D
				6 1/2 hours

The annexed agreement is a true copy from Thomas Mills as taken from the original this 5th August 1819

True Copy. Test. Ramsay Waters Reg. Cur. Can. Exhibit. B.

Statement of W. T. McBoys against the Calvert Street Houses & Water Co for John Street.

Bill of Stone	\$2023. 74
Int to 1 st August 1816	20. 24
Balance of Bill of Digging	1114. 00
Int on 5 ^o	42. 02
Bill of sand hauling & Digging	375. 00
Proportion filling lots & To sundries	1800. 00
	25. 00
	<u>5620. 00</u>
Water Company's Bill Digging John St.	2520. 00
Copy of Original	\$ 8200. 00

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.

In the case of Thos McBoys. } To the Honorable William
 The Presidents & Directors } Kilty Esquire Chancellor
 of the Baltimore Water } of Maryland.
 Company & others - } The Petition of Thomas McBoys the Complainant in the above Cause humbly sheweth. That Barnard 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 Barnard and a certain Charles Williams both of the City of Baltimore and trading under their copartnership name and 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 in the bill as Defendants thereto. Your petitioner therefore prays

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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 petitioners said Bill of Complaint and that a subpoena may be issued against the said James Barnard & Charles Williams to appear and answer your petitioners 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 that the name of Barnard Williams may be stricken out of the same Bill. And your petitioner will ever pray. &c.

Ino Scott Solr pro. Pot

On which the Chancellor passed an Order in the words following.

Leave given to amend as prayed.

June 26th 1820.

W. Kelly Ch^l

Whereupon was issued writ of Subpoena against the Defendants named in said petition. And on the 15th day of March 1820 came Benjamin C. Howard Esq^r 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.

The separate answer of James C. Neilson, James Hinds, William Stewart Moses Hand, Thomas Towson, Charles Constable, Samuel Sterrett, John Reddy, Peter Mason, John H. Rogers to the Bill of Complaint of Thomas W. Coy exhibited against the President and Directors of the Baltimore Water Company James C. Neilson, James Hinds, Moses Hand, Thomas Towson, Charles Hamel, Robert Mills, Charles Constable, Samuel Sterrett, John Reddy, Peter Mason, Hugh Donner, 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 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 labour 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 labour furnished or Cash advanced. Your respondents aver that the original agreement is not in their possession, so that they cannot file it as an exhibit to their answer, but as far as their recollection 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 oath that true it is that he has become interested in one of the said buildings 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 indispensable 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 no, whether he formed any contract at all your respondents are totally ignorant and therefore unable to say; they cannot however refrain from expressing their surprise 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 alleges 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 Complainant was extracted from the Quarry of Robert Mills and was considered by your respondents as being that proportion of materials 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 avers that they never saw the account or a copy thereof until it was shown to them annexed to the Bill and they pray that the Complainant 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 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 advertised 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 allege was its correct one, could not be maintained in a Court of Equity and appear 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.

Benj^r C Howard. Defts Sol^r.

James Neilson. W^m Stewart. Charles Haines -
 Moses Hand. Tho^s Towson. Jas Hinds. Chas
 Constable. S Sterrett. John Reddy. Peter
 Mason. Jas H Rogers -

Baltimore County. To wit. On this 13th day of March 1820 appear James Neilson. W^m Stewart. Charles Haines, Moses Hand. Thomas Towson. James Hinds - Charles Constable. S Sterrett, 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 Evangelly of almighty God severally declare on their Oaths that the facts and things stated in the foregoing answer are true to the best of their knowledges and severally subscribed the

same in my presence.

Sworn before

John Dougherty.

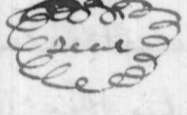
And on the same day came also Samuel Moore Esquire of Counsel for the said Defendants the President & Directors of the Baltimore Water Company and in their behalf appeared to said bill and filed their answer thereto as follows.

The separate answer of the President & Directors of the Baltimore Water Company to the Bill of Complaint of Tho: M: Boy of Baltimore County exhibited against these Defendants and James McIlroon, James Hinds, Moses Hand, Tho: Tinson, Charles Hamel, Robert Mills, Charles Bonotable, Sam: Sterrett, John Needy, Peter Mason, Hugh Bonner, John W: Rogers, James C: Deu, James Grimes, Bernard Williams and William Stewart 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 & things set forth 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 copy of agreement hereto annexed and for the purpose of improving 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 Stewart hath an interest in the said lots of ground and houses thereon erected. These Defendants admit the said Complainant 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 or set forth nor do these Defendants know the terms of the Contract for said materials supplied and work done made between said Complainant and the said Robert Mills. These Defendants do not know whether the said Robert Mills ever did furnish a statement of the said Complainant's said claim therefore cannot declare whether the copy filed with the said Complainant 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 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 Complainant's 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. Without that, that there is any other

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matter or thing material or necessary for these Defendants to make answer unto and not herein and hereby well & sufficiently answered unto confessed or avoided, traversed or denied is true and pray to be hence dismissed with their costs in this behalf obtained.

Sam^l Hoale Deft. pot.

 John Campbell White, President, Bal. W. Comp^y.
Exhibit.

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 per foot front on Calvert per 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 & President of said Water Company. And for the government and regulation of the said Building Company.

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

Article 2nd. 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 2nd and succeeding rotation of choice the proceeds of which sales 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 3rd. When the Houses are so divided the holders of each house shall be at liberty to furnish 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 despatch 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 5. For the execution of the twelve buildings there shall be twelve 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	Doll.	7300
To the Lumber Merchant about		5000
To the Brick maker about		3000
Contingent fund about		600
	Doll.	<u>16100</u>

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

Article 8th. The 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 price at the time they are provided or ordered.

Article 9th. A Director and 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 from 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 Pres. 2 Houses

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1 House signed James Neilson	Seal	sig. Chas Constable	1 House
1 Ditto	Seal	John Reedy	1 House
1 House	Seal	Peter Mason	1 House
1 House	Seal	Rouner	1 House
1 House	Seal	John H Rogers	1 House

1 D Robert Mills ³⁸⁶ Esq. Dew Grimes & Barnard Williams ⁷⁴ #
57 1/2 Houses. And Houses 67 1/2

The annexed agreement is a true copy from the original taken this 20th of february. 1818.

Thos Mills.

And the said writs of Subpoena issued as aforesaid against the Defendants Robert Mills James C Dew James Grimes James Barnard and Charles Willson having been duly returned. Summ^d. 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 Att^d. And the said Defendant Robert Mills not appearing the Chancellor on application passed the following order.

In Chancery. July Term 1820

Thomas M Coy { In this Cause the Defendant Robert Mills
vs { 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 2^d 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 of 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 Hilly. Ch.

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 ag^t 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 endorsed. Att^d. Whereupon the Chancellor passed the following order.

In Chancery. March Term 1821

Thomas M Coy. { In this Cause the Defendants
vs { James C Dew, James Grimes, James Barnard & Charles Willson
James C Dew James Grimes, James Barnard & Charles Willson
James Barnard & Charles Willson { are 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 17th 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 & sufficient answer to each Interrogatory contained in the Bill or a plea of 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 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 their solicitor before the 1st day of June next.

Wm Kilty Ch.

And afterwards the Complainant filed in the Cause a copy of said Order in the words following.

In Chancery March Term 1821

Thomas M Coy. & In this Cause the Defendants

James C Dew, James Grimes &

James C Dew, James Grimes & James Barnard & Charles Wil

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 17th day of March

1821 Ordered that the said James C Dew, James Grimes James Barnard

and Charles Williams either in person or by solicitor put

in a good and sufficient answer to each Interrogatory contain

ed 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 Chan

cancellor 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 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 their solicitor before

the first Day of June next.

W Kilty Ch.

True Copy. Test. Ramsay Waters. Reg. Cwr. Can.

State of Maryland. Baltimore County. 1822

On this thirtieth day of January in the year of our Lord eight

een hundred and twenty two before the subscriber a Justice of

the peace in and for the County aforesaid comes Freeborn

By waters and makes Oath on the holy Evangelly 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 E Dew, James Grimes and Charles Williams Defendants in the within Cause.

A Whiteley.

Vindorsed. Copy of this Order served on the 30th day May 1821.

Jno Stevenson Shff

And the said Cause thus standing was continued until December Term eighteen hundred and twenty one, at which Term an agreement in the words following was filed in the Cause.

Thomas Mc Coy & In Chancery

The President Directors & Company of the Balt^{more} & Annapolis Water Company. It is agreed that Commission issue to James B Latimer Hugh D Evans and George G Bell to take evidence in this Cause.

Wm Worthington for Compt. S Mvale for W^o Compt. Whereupon was issued a Commission to the persons therein named in the words following.

Maryland. Set The State of Maryland to James B Latimer, Hugh D Evans, George G Bell of Baltimore County, Greeting. Be it known that you or any two of you are appointed Commissioners to examine evidences in a Cause depending in a Cause depending in the Court of Chancery between Thomas Mc Coy Complainant and the President & Directors of the Baltimore Water Company, James B Neilson & others Defendants. You are therefore required having first taken the Oath hereunto annexed, and also administered the annexed Oath to the person whom you shall appoint as Clerk to attend the execution of this Commission that at such time and place as to you shall seem convenient, you cause to come before you all such evidences as shall be named and produced to you by either the Plaintiff or Defendant; and that you examine them on their Corporal oaths, to be by you administered upon the holy Evangelly of Almighty God, touching their knowledge or remembrance of any thing that may relate to the Cause aforesaid; and that you cause notice to be given to the parties, or their Attornies of the execution of this Commission before you execute the same; and having reduced the Depositions of the Witnesses so taken by you into writing, you send the same with this Commission close under your hand and seal. into the Court of Chancery, with all convenient speed.

Witness the Honorable John Johnson Esquire Chancellor this 13th day of December Anno Domini 1821

Test Ramsay Waters. Reg. Cur. Can - Commissioners Oath. You shall according to the best of your skill and knowledge, truly, faithfully, and without partiality to any or either of the parties, take the examinations & depositions of all & every

Witness and Witnesses produced and examined by virtue of the Commission hereunto annexed upon the interrogatories now or which may hereafter before the said Commission is closed be produced to and left with you by either of the said parties. So help you God. Clerks Oath. You shall truly faithfully and without partiality to any or either of the parties in this Cause, take, write down and transcribe the Depositions of all and every the Witness & Witnesses produced before and examined by the Commissioners named in the Commission hereunto annexed as far forth as you are directed and employed by the said Commissioners to take write down and transcribe the said Depositions, or any of them. So help you God. And the said Cause thus standing was continued until March Term eighteen hundred and twenty-two at which Term came Npton & 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.

The joint and separate answer of James Barnard & Charles Williams to the Bill of Complaint of Thomas Mc Coy 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 therunto 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 Bills mentioned altho 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 lease 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 and 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 unite in erecting buildings thereon. They state that if 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 authorized & empowered James C Dew James Grimes 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 and executed they

were in no way connected with the supposed Company as alleged 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 and before and since that time these Defendants have been Copartners in business under the firm of Barnard & Williams that they kept a lime and feed store and were also jointly interested in several Houses but they deny that Dew & Grimes 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 mentioned in the month of February 1817 and 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, Barnard & 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 sometime in the spring of the year 1817 and after the 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 purports to have been executed and that these Defendants then and at all times refused 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 authorized 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 Complainant or of his having performed such work or furnished such materials and if he has they conceive that they are in no degree responsible as they do not employ him and were not interested in such buildings, they deny expressly having agreed in conjunction with Dew & Grimes to erect one

fourth of a house as alleged in the bill, and that they have confederated with them or the other Defendants named or with any other persons to defraud or injure the Complainant & without there is any other matter or thing in the Complainant's bill contained material or necessary for these Defendants to make answer unto and not herein before sufficiently answered or denied they have no knowledge; and they pray to be hence dismissed with their costs in this behalf most wrongfully sustained & they will.

U.S. Health Sw. for B & W.

Baltimore County. *Set.* On this 7th day of March 1822 personally appears James Burnard & Charles Williams before me the subscribers a Justice of the peace and severally make oath that the within answer and the facts therein stated are correct and true to the best of their knowledge. Sworn before.

W. M. Medcalf.

And the said Cause thus standing was continued until March Term eighteen hundred and twenty three at which Term came the said Commissioners and made returns of their proceedings in the premises as follows.

Maryland. *Set.* The State of Maryland to James B. Latimer Hugh D. Evans and George G. Bell of Baltimore County Greeting.

Be it known that you or any two of you are appointed Commissioners to examine evidences in a Cause depending in a Court of Chancery between Thomas McCoy Complainant and the President & Directors of the Baltimore Water Company, Jas. C. Nelson & others Defendants. You are therefore required having first taken the oath herunto annexed and also administered the annexed oath to the person whom you shall appoint as Clerk to attend the execution of this Commission, that at such time & place as to you shall seem convenient you cause to come before you all such evidences as shall be named and produced to you by either the plaintiff or Defendant; and that you examine them on their Corporal oaths to be by you administered upon the Holy Evangelists of Almighty God, touching their knowledge or remembrance of any thing that may relate to the Cause aforesaid; and that you cause notice to be given to the parties, or their Attornies; of the execution of this Commission before you execute the same; and having reduced the Depositions of the Witnesses so taken by you into writing you send the same with this Commission, close under your hand and seal, into the Court of Chancery, with all convenient speed.

Witness the Honorable John Johns our Esquire Chancellor this 13th day of December anno Domini 1821.

Test. Ramsay Waters. Reg. Cur. Can.

17936 Commissioners Oath. You shall according to the best of your skill and knowledge, truly, faithfully, and without partiality to any or either of the parties take the examinations and depositions of all and every witness & witnesses produced and examined by virtue of the Commission hereunto annexed upon the Interrogatories now, or which may hereafter, before the said Commission is.

closed be produced to and left with you by either of the said parties.

So help you God.

Sworn to on this 31st day of August 1822 by Hugh D Evans and George G Belt before me.

John F Harris. Justice of peace for City of Baltimore.

James B Latimer sworn October 9th 1822 before me.

John F Harris. Justice of peace for Balt. City.

Clerks Oath. You shall truly faithfully and without partiality to any or either of the parties in this Cause, take, write down and transcribe the depositions of full and every the witness and witnesses produced before and examined by the Commissioners named in the Commission hereunto annexed as far forth as you are directed and employed by the said Commissioners to take, write down, and transcribe the said Depositions, or any of them.

So help you God.

Sworn to on the 31st of August by Samuel H Moale before.

Hugh D Evans & George Gordon Belt } Commrs

Thomas M Coy.

In Chancery

The President and Directors of the Baltimore Water Comp^y James C Neilson & others James B Latimer, Hugh D Evans and George G Belt Esqs directed to take depositions in this Cause, the said Hugh D Evans and George G Belt were only qualified to act as Commissioners on the 31st of August 1822 and the said James B Latimer was also qualified to act as Commissioner on the 9th day of October 1822 by taking the Oath annexed to the said Commission and the said Commissioners did on the day and year first above written appoint Samuel H Moale their Clerk who was also only qualified to act as such by taking the Oath presented in the said Commission. Notice issued to the said parties that the said Commission will be opened to take testimony on the 9th day of September 1822. at four o'clock P.M. at the Office of Samuel Moale Esquire. Chatham Street City of Baltimore. at which time and place the said parties have notice to attend.

Sam. H. Moale. Clk. August. 31st 1822.

Commission met agreeably to notice.

Sam H. Moale. 9th Sept 1822

Commission adjourned to meet on Tuesday 1st October 1822 at 4 o'clock P.M. at place aforesaid on part of Complainant.

Sam. H. Moale. Sept. 9. 1822.

Commission met agreeably to adjournment, and adjourned to meet on the 9th October 1822. at 4 o'clock P.M. at the place aforesaid part of Compt.

Sam H. Moale. Oct 21st 1822.

Commission met agreeably to adjournment, and adjourned to meet on Friday the 18th October 1822. at 4 o'clock P.M. at place aforesaid part of Complainant. Sam H Moale. Clk Oct 21st 1822

Notice of this adjournment to all the Defendants, at the request of John Scott Esq. Solicitor for the Complainant. Commission met agreeably to adjournment and adjourned to meet on Thursday the 24th October 1822 at 4 o'clock PM at place aforesaid on the part of the Complainant.

Sam^l H. Moale. 15th October 1822.

Commission met agreeably to adjournment.

Sam^l H. Moale. Oct 24th 1822.

John Scott Sol for Complainant files his general Interrogatories to be propounded to the witnesses produced on the part of the Complainant.

Thomas W Coy.

In Chancery

Interrogatories to be propounded to and answered by the witnesses to be produced sworn & examined on the part of the Complainant.

The President & Directors of the Baltimore Water Comp. James E. Nelson James H. Gindes Moses H. Bonds Thomas Towson Charles W. Hammel Charles Bonotable Saw Sturrott John Reedy, Peter Mason James C. Dew, James Quines Will^m Stewart James Barnard Charles Williams & Robert Mills.

1st Interrog. Do you know the parties named in the titling to these Interrogatories or either or any of them? If yea, state how long you have known them or either or any of them?

2^d Did you know Hugh Bonner and John H. Rogers late of Baltimore County deceased or either of them? If yea, state how long they or either or both of them have been dead?

3^d Did you ever see the articles of association of the Calvert Street building Company? If yea, state when, and where and in whose possession when you last saw them and what has become of them?

4. Look at the paper writing exhibited and shewn to you at this the time of your examination purporting to be a Copy of the articles of association of the Calvert Street building Company and marked A Exhibit. do you believe the same to be a Copy of the articles of association?

5th Do you or do you not know that Thomas W Coy the Complainant was employed by and did and performed work and labour and found and provided materials for the Defendants in the years 1817 and 1818 under the superintendance of the said Robert Mills? If yea, state your knowledge thereof fully & particularly

6th Look upon the paper writing now produced & shewn to you at this the time of your examination marked Exhibit B. and purporting to be a statement of the Complainants accounts against the Calvert Street houses and water Company for Johns Street in whose hand writing is the said statement made, according to the best of your knowledge, remembrance and belief?

7th Are you acquainted with the hand writing of Robert Mills one of the Defendants and have you seen him write? If yea,

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look upon the paper writing just shewn to you marked Exhibit B. Is or is not the signature thereto, "Robert Mills," in the proper hand writing of the said Robert Mills?

8th. Does or does not Robert Mills reside at this time in the State of Maryland? If year state where he does reside, and how long it has been since he left this state.

9th. Who were the members of the building Company herein before referred to?

10th. When and how did William Stewart one of the Defendants become interested in the subject matter in controversy between the parties?

11th. Are you in the employment of the Water Company? If year, how long have you been in their employment?

12th. Who was the President of the Water Company in 1817. and 1818.

13th. Has William Stewart any Interest in the buildings or any of them erected by the building Company? If year, what is the extent of his Interest and how long has it existed?

14th. Do you know any other matter or thing material or necessary for the Complainant? If year, state the same fully and particularly.

John Scott Esqr for Compt

William H Bates a witness of legal age, produced, sworn and examined on the part of the Complainant on his general Interrogatories filed, answers as follows.

To the 1. st. Interrogatory Deponant saith he is personally acquainted with all the parties and has known them for several years past.

2. no. Deponant saith, he did know Hugh Bonner & John H Rogers late of Baltimore County deceased; but cant say how long he has been deceased; that John Rogers died about a month or six weeks since.

3. rd. Deponant saith he hath seen the articles of association of the Calvert Street Building Company he cannot say precisely when he saw the said articles but they were then in the hands of the arbitrators in the case of the Water Company and the Building Company to wit David Winchester, William Cole and David Williamson. He does not know what has become of the said articles.

4. th. Deponant saith that the Exhibit, marked A now shewn him he cannot say positively that the said Exhibit is a copy but that the said Exhibit, reads very like the original. That he believes there is a Copy in the hands of W Mvale one of the Counsel for the Defendants unless it has shared the fate of the original which on comparison will test the correctness of the said Exhibit to the latter part of this Interrogatory he would answer as above.

5. th. Waived.

6. th. Deponant saith he believes the Exhibit marked B.

now shown him is in the handwriting of Robert Mills except the acknowledgement of the receipt of notes at the bottom of said account and also an acknowledgement and Memo. on the back thereof which are in the handwriting of Thos McBoyle the Compt^r 7th Deponant saith that the signature, Robert Mills' subscribed to the said Exhibit B. he believes is in the proper handwriting of Robert Mills and believes the same to be his signature.

8. th. Deponant saith that Robert Mills does not reside in the state of Maryland but as this Deponant is informed and believes the said Mills now resides in the state of South Carolina, that he has left Baltimore his former residence about 2 years since.

9. th. Deponant saith that the members of the building Company were as he understood and believes the Presidents & Directors of the Baltimore Water Company James C. Neilson, Robert Mills, Moses Bonds, Peter Mason, John Ready, James Huides, Thomas Towson, Charles Bonstable, and Company, John H. Rogers, Dew & Grimes, Barnard Williams, or Barnard & Williams he does not know which, Charles Hammel and Bonner, Deponant saith that he mentions these names as being members of the building Company from these circumstances of having seen them to the best of his recollection on the original articles of association and his general intercourse with the parties.

10. th. Deponant saith that he has no knowledge of this Interrogatory. It is out of his power to answer this question.

11. th. Deponant saith that he is in the service of the Company and has been in their employment since October 1817.

12. th. Deponant saith that when he came into the employ of the Water Company John Campbell White was President of said Company and remained so during the remainder of the year 1817 and all the year 1818. He does not know who was the President for the preceding part of the year 1817 the time when he entered their employ. He knows Mills was President of the Water Company before Mr White.

13. th. Deponant saith William Stewart owns house number one at this time but how long he has owned it he cannot say, but thinks from 1818 from his general anxiety relative to the accounts.

Commission adjourned to meet on Tuesday 29th Oct 1822 at 4 o'clock P.M. at place aforesaid, part of the Complainant.

Sam^l H. Hoale. Oct 24th 1822.

Commission met agreeably to adjournment.

Sam^l H. Hoale. Oct 29th 1822.

William H. Bates further examined on the part of Complainant, answers to his

17836 14. th. General Interrogatory. Deponant saith that it appears from the Books of the Water Company that Robert Mills was President of said Company immediately preceding John Campbell White that said Mills resigned about the 1st day of Oct^r 1817. Dep^t further saith that he does not know when said Mills was first appointed President of said Company

but thinks he acted as President for about one year or 18 mths. William Winchester. A witness of legal age produced & sworn on the part of the complainant examined on the complainant's general Interrogatories filed.

1. st. Deponant saith he knows all the parties and has known them for a number of years.
2. no. Deponant knew both Bonner and Rogers he thinks that Bonner has been dead more than a year and that Rogers died in September last.
3. no. He has seen the articles of Association the last time Deponant saw said articles they were in the hands of David Winchester, David Williamson and William Cole, who had been chosen arbitrators to settle certain matters in dispute between the Water Company and building Company. he does not know where said articles now are or what has become of them.
4. th. He does believe Exhibit A to be a true copy of the said articles of Association.
5. th. Deponant knew Thomas Mc Coy to be employed on the ground belonging to the building Company in the year 1816 but does not know by whom he was employed.
6. th. Deponant believes Exhibit B to be the hand writing of Robert Mills except the acknowledgement of the receipt of notes at the bottom thereof and an acknowledgement & Memo. on the back of it which are in the hand writing of Thomas Mc Coy the complainant.
7. th. Deponant hath seen said Mills write & knows his hand writing and he believes said signature to be the hand writing of said Robert Mills.
8. th. Deponant saith Robert Mills does not now reside in Maryland. Deponant thinks he moved out of Maryland in the fall of 1820 and now lives in Columbia in the State of South Carolina.
9. th. Deponant believes that the building Company consisted of the following persons namely James C Neilson, James Hindes, Moses Hands, Charles Hammel, Robert Mills, Chas Conotable and Company, John Ready, Peter Mason, John H Rogers, James C Dew, and the President and Directors of the Baltimore Water Company. Deponant further saith that Barnard and Williams were not known to him as members and that they never attended any meetings of the building company and always denied any interest that he knew the persons before mentioned to be members of the building Company from the interest which they took in the settlement of the accounts.
10. th. Waived.
11. th. Deponant is now in the employment of said Company and has been since the middle of October 1817.
12. th. Deponant saith that from the middle of October 1817 until the end of the year 1818 John Campbell White was

President.

13. th. Deponant saith he believes that William Stewart now owns the house number one of said buildings and that he first knew of his Interest in March 1819.

14. th. Deponant saith that Robert Mills was President of the Baltimore Water Company immediately preceeding J^r White and thinks said Mills was President for about 18 months.

Commission adjourned to meet on Friday the first of November 1822. at half past 3 o'clock at place aforesaid on part of the Complainant.

Sam^l H. Moale. Oct^r 29th 1822.

Commission met agreeably to adjournment.

Sam^l H. Moale. Nov^r 1st 1822.

Sam^l M. Coy a witness of legal age produced sworn and examined on the part of the Complainant answers to his general Interrogatories filed as follows.

To the first Interrogatory Deponant knows all the parties personally.

2. no. Waived.

3. no. Waived. †

4. th. Waived.

5. th. Does know that Thomas M. Coy was employed by and did perform work and labour and find and provide materials for the Defendants in the years 1817 and 1818 under the superintendance of Robert Mills. This Deponant saith he worked in the employ of the said Thomas M. Coy during the time said work was progressing and finished.

6. th. Deponant saith that the paper writing marked Exhibit B purporting to be a statement of the Complainants Account against the Calvert Street houses and Water Company for John Street that the same was signed by said Robert Mills in the presence of this Deponant and delivered by said Mills to this Deponant to give to his brother Thomas M. Coy.

7. th. Deponant saith this Inter^r is answered by his answer to the 6th.

8. th. Waived.

9. th. Deponant knows & has seen the members of the building Company but does not recollect all their names.

10. th. Waived. 11. th. Waived

12. th. Deponant saith he does not know certainly but believes he has heard it said that Robert Mills was the President of the Water Company at that time.

13. th. Waived. 14. th. Waived.

17836 Additional Interrogatory by the Compl^{ts} to Samuel M. Coy. Was or was not the price charged for the work referred to in these Interrogatories a reasonable price at the time the said work was done and performed and was it not remarkably troublesome job and was or was not the Complainant to give credit for the whole work until it was finished and was it not usual in such cases to pay for the work from time to time, while the same was progressing

unless there was a special contract to the contrary.

Signed. John Scott. Sol^r for Compt.

Samuel M^r Coy answers the foregoing additional Interrogatories of Complainant as follows.

Deponent saith he believes that the work done for the Calvert Street Building Company was done upon reasonable terms taking into consideration the price of work and labor at that period and that the job was a very hard & troublesome one the price of the work was enhanced on account of the Credit; that he cannot say a Credit was agreed for the whole work until it was finished. That it has been usual to pay for the work from time to time while the same was progressing unless there was a special contract to the contrary that he has no knowledge of a Credit except what he had from his brother the Complainant. That his brother told him he was not to be paid for the work until it was finished.

Commission adjourned to meet on Saturday the 9th November 1822 at 12 O'clock M. at place aforesaid on the part of the Complainant. Sam^r H. Moale. Nov 1st 1822.

Commission met agreeably to adjournment.

Sam^r H. Moale. Nov 9th 1822.

John Scott Esq^r Counsel for Complainant, produced, sworn, and examined on his general Interrogatories filed.

1. st. Interrogatory. He has known Tho^r M^r Coy 4 or 5 years the President & Directors of the Water Company as a corporate body since their Charter. He has known James C. Neilson, James Bonds, Moses Hand, Thomas Towson, Charles Hammell, Charles Constable, Samuel Sterrett, John Ready, Peter Mason James C. Dew, William Stewart, Charles Williams, and Robert Mills for some years, James Grimes, and James Barnard he does not know.

2. nd. He did know Hugh Bonner and John H. Rogers, Bonner has been dead about 18 months, John H. Rogers about 2 mo.

3. rd. He never did see the original articles of Association; Deponent saith he knows nothing of them.

4. th. The paper writing marked Exhibit A was furnished to this Deponent by the Complainant as his subscriber before the filing of the original bill in this cause was filed as an exhibit with the Bill and remained in the Chancery Court from the time of the filing of the Bill until withdrawn for the purpose of being proved under this Commission.

5. th. He has no personal knowledge of the subject matter of this Interrogatory but previous to the filing the original Bill of the Complainant Robert Mills one of the Defendants in this cause informed Deponent that Thomas M^r Coy the Complainant had been employed and did perform work and labor and provided materials for the Calvert Street Building Company under the superintendance and direction of said Mills.

6. th. Robert Mills told this Deponant that the said statement was a true statement of the claim of the Complainant agt the President and Directors of the Baltimore Water Company for John Street and also against the Calvert Street building company for work and labour and materials found & provided on and about their houses on Calvert Street.

7. th. He is not familiar with his hand writing and cannot pretend to say.

8. th. Robert Mills has been absent from the State of Maryland for some time but how long he has been absent, or where he resides this Deponant cant say.

9. th. This Deponant hath no knowledge except what is derived from others.

10. th. Waived.

11. th. He is not nor never has been in the employment of the Water Company. 12. th. Waived.

13. th. He knows that William Stewart is interested from his own declarations to this Deponant as solicitor for Compt but how long he has been so interested or the extent of his interest Deponant cant undertake to say.

14. th. He knows nothing further except that the paper now produced and marked Exhibit A Ms was furnished to the Deponant by Robert Mills previous to the filing the original Bill in this cause for the purpose of showing who were the members of the Calvert Street Building Company and interested in the houses by them built on Calvert Street, at or about the filing of the original Bill.

Exhibits B W C and R M filed by the Complainants Thomas W Coy. & In Chancery. Cross Interrogatories to be put to William Winchester & others. A witness produced & examined by the Complainant

1. st. Look at the Exhibit B filed by the Compt. are or are not the figures & words "John St." sundry, making total \$ 8200. endorsed on the said Exhibit in the hand writing of said Robert Mills.

2. nd. Did you or did you not and when ascertain by admeasurement the number of perches of stone used in the cellar foundations and dead walls of said buildings.

3. rd. What was the quantity of perches of said walls so measured. Was or was not Frederick Johnson, the stone mason who laid the said walls, paid for laying said stone walls according to said admeasurement or for how many perches of said walls was said Johnson so paid. State your whole knowledge to this Interrogatory. Sam Moale. Sol for Balt. Water. Compy William Winchester the witness produced & examined as above on the part of the Complainant answers to the Cross Interrogatories of Defendants as follows.

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1. st. Deponant answers this Interrogatory in the affirmative.
 2. nd. He did ascertain in the year 1814. the admeasurement of the number of perches of stone used in the Cellar foundation and dead walls of said buildings.

3. rd. He saith the quantity so admeasured, was 982⁷/₃ perches that Frederick Johnson was paid for laying said stone wall according to said admeasurement.

Additional Interrogatories by the Compt. to William Winchester.

1. st. Were or were not the houses covered in before the admeasurement referred to in one of your answers to the Cross Interrogatories.

2. nd. Was or was it not very difficult to ascertain the depth and filling up of the foundations at that time or to ascertain the quantity of the stone used by reason of the sunken nature of the ground on which the houses are erected.

3. rd. Was or was not the stone thrown in, in large quantities to fill up without being particularly or carefully laid and how was the stone laid as you understood?

4. th. Was not the quantity of stone taken by conjecture in part at the time of the aforesaid admeasurement?

5. th. Have you a copy of the Complainants account and can you say what part of it was committed and what part rejected by the Water Company? If, yea, exhibit the acct and explain the same fully. (Signed)

John Scott. for Compt.

The said William Winchester answers to the above as foll

1. st. He saith they were covered in before the measurement referred to in his answer to one of the Defendants Cross Interrogatories.

2. nd. He saith it required a great deal of work to ascertain the depth and filling up of the foundations at that time or to ascertain the quantity of stone by reason of the sunken nature of the ground on which the houses were erected.

3. rd. Deponant saith he was not at the Building of course he does not know; he always understood from the Complainant that there was a larger quantity of stone thrown in than was necessary to build a common wall.

4. th. The measurement was taken as accurately as the nature of the work as described in his answer to the 2^d Int^y would admit, by digging down to the bottom of the foundation in more than a number of places as to satisfy the mason who laid the stone that it was a correct measurement & also to satisfy this Deponant.

5. th. He saith he hath not got a copy of the Complainants account. Cross Interrogatories to be put to Samuel Mc Coy by the Defendants

1. st. Are you or are you not interested in the event of this Cause

2. nd. Were you or were you not interested in the labour and work performed by the said Complainant as before stated by you?

3. rd. Were you or were you not to receive a part of the money to be paid for said work?

Samuel M Coy answers to the above Interrogatories as follows.

1. st. Deponant saith he is not interested in the event of this Cause.

2. nd. He answers he was no way interested in the work on ly he received his daily pay as a workman.

3. rd. He saith he was to receive his wages as a workman and no more. — Additional Cross Interrogatories to

be put to Samuel M Coy a witness produced by the Compt.

1. st. In your answer to the 5th Interrogatory on the part of the Complainant you state that the said Complainant did perform work and labour and materials found and furnished for the said Defendants in the years 1817 and 1818, state particularly the said work and labor and when it was performed, and at whose instance and request.

2. nd. Was or was not said work and labour the carting or hauling of dirt from John Street to the parcel or lot of ground where on the said Building Company were about to erect certain buildings on Calvert street continued and for filling & levelling said lot and if any other work state the same particularly.

3. rd. What number of cart loads of dirt or earth were so hauled by said Complainant for said Defendants? Where was said dirt hauled from, and what is the distance from said place said dirt was taken from to the said lot where it was deposited?

4. th. What are the dimensions of said lot and to what height was said lot filled up, are you acquainted with said lot?

5. th. What was the fair and just price for hauling a cart load of dirt from the said place to the said lot at the time you mention it was so hauled and what is the fair price for filling up a cubic yard on said lot at the time it was so filled.

6. th. Set forth and enumerate the materials found & provided by said Complainants for said Defendants as mentioned in your answer to the said 5th Interrogatory and how and when and for what purpose said materials were applied.

7. th. What number of cubic yards of Digging the Cellars and foundations of said Building did said Complainant perform?

8. th. Was or was not Complainant employed to dig down John Street near said Lot of said building Company & by whom and when? and how much money was he to receive for the same and from whom?

9. th. Is or is not the 1800 dollars charged in the exhibit B, before shown to you a part of the charge for digging down John Street.

10. th. At what time did said Mills sign the papers you spoke of in your former examination?

11. th. In digging down John Street was the Complainant to deposit the dirt at any particular place, or at such places as said Mills was to point out or direct.
12. th. Was or was not John Street graded before Complainant dug and hauled the said dirt from it.
13. th. Did or did not said lot of said Building Company land on the South side of John Street.
14. th. You state you are acquainted with said lot. What was the nature and situation of said lot before Complainant began filling up the same describe it particularly.
15. th. Was or was not the dirt dug from the Cellars and foundation of said Houses used in filling up said lot.
16. th. During the time you were engaged filling the lots of the Building Company did you or did you not fill certain lots or parcels of ground for the Water Company. If so what did they pay per Cubic yard for the same and was not the dirt taken from the same place as that delivered to the Building Company.
17. th. From whose quarry was the stone got which the Complainant charges to the Building Company, & what did the owner receive from said Company for the said stone per perch. Samuel Mc Coy answers to the Inter^e above as follows.

1. st. He saith the work & labour was digging out the foundations and Cellars and quarrying and delivering stone for the Cellars of the houses on Calvert Street and digging down John Street and hauling away the dirt from John Street. It was performed and finished in the year 1817 and 1818 and the same was performed at the request of Robert Mills.
2. nd. That the work done was hauling dirt from John St^e to the Calvert Street House and other places on the Water Company ground; that none of it was hauled off the Water Company ground and for filling and levelling said lot. He does not know of any other work except hauling of sand dug from under the grade of John Street which was very difficult to get out and Stone Cills from about the Washington Monument.
3. rd. He is not able to tell what number of Cart loads of dirt was hauled by the Complainant for said Defendants, the dirt was taken from John Street. He never measured the distance from John Street to the lot therefore cant say.
4. th. He cant tell the dimensions but he knows where said lot is, he cant tell to what height the said lot was filled up but knows it was a great depth.
5. th. He cant undertake to say what was the price of hauling a Cart load of dirt from said place to said lot as it was never paid for by the Cart load but by the yard as some carts containing more than others that it was a difficult piece of work and that he considers 30 cts a yard at that

- time was a fair price for filling a Cubic yard of said lot.
6. th. He refers to his former answers to answer this Interrogatory
7. th. He does not know.
8. th. Complainant was employed to dig down John Street near said lot. Deponent believes by Robert Mills and thinks it was in the summer of 1817 and after the Cellars and foundations of the building Companies lots were dug. Dept does not know the sum total which Compt was to receive but knows he was to be paid 30 Cts per Cubic yard. Does not know who was to pay him.
9. th. Deponent does not know but believes that said \$1800 was the proportion of the expense of John Street put on the building Company by Mills, because part of the dirt taken from said Street was used in filling up their lot.
10. th. Deponent does not know but thinks it was in the year 1818.
11. th. In digging down John Street Compt was to deposit the earth in such place as Robert Mills should direct.
12. th. Dept. does not recollect that it was.
13. th. Dept does not know the boundaries of said lot, but the Building Company's came up to it.
14. th. He has seen said lot frequently the said lot was very rough with a deep gully in it. He cannot describe it more particularly.
15. th. The dirt dug from the Cellars and foundations of said houses was used in filling up said lot.
16. th. Dept. saith that the dirt was hauled from John Street to certain lots or parcels of ground belonging to the Water Company, but does not know what the Water Company paid therefor, or whether there was any Contract on the subject the dirt was all taken from John Street to some of the lots or parcels of ground of the Water Company to which said dirt was hauled some nearer and further than the building Company lot. Does not know whether the Complainant made any charge against the Water Company for the dirt hauled to their lots.
17. th. Deponent understood that the Quarry formerly belonging to Elliott, does not know to whom it belonged at the time when the stone was hauled. does not know what the owner was to receive.

Additional by Compt to Samuel W Coy. — 1. st. In your answer to second Cross Interrogatory you only speak of the dirt being hauled. Was not part of the work for quarrying and hauling stone.

2. nd Was or was not one half of the dirt from John Street which was charged to the buildings placed in front of the houses referred to and back of the Lots.

John Scott for Compt

Samuel Nelson answers to the above Interrogatories as follows. To 1. st Dept answers in the affirmative

2. no. Deponant saith to the best of his knowledge at least one half of the dirt furnished to said Calvert street building Company lot was hauled to the front of the houses and back of the lots. adjourned to meet on the 13th at 11 o'clock on the part of the Defendants.

S H Moale. Ctk.

Commissioner met agreeably to adjournment.

Sam^l H Moale Oct 13th 1822.

Interrogatories to be put to Frederick Johnson a witness of legal age produced by the Defendants.

1. st. Interrog. Did you or did you not as stone mason build the Cellar and foundation walls of the twelve buildings on North Calvert street continued, erected by the Water Company and others?

2. nd. What quantity of perches of stone masons measurement did you lay in the said Cellar and foundation walls for said building?

3. rd. Did you or did you not lay all the said stone and build all the said walls in the said building?

4. th. Is the man who supplies the stone entitled to receive payment for the same quantity of perches of stone as the stone mason who lays the stone?

5. th. If not so entitled what is the difference between stone quarrying measurement and stone masons measurement.

6. th. Do you or do you not know from whence the stone for building the said Cellar walls and foundation walls was taken from. Was or was not said stone furnished from said Robert Mills stone quarry?

7. th. Did or did not said Complainant agree with said Mills that he said Complainant should quarry and take the said stone from said Mills said Quarry in your presence.

8. th. Were you or were you not well acquainted with the said lot of ground whereon the said 12 buildings are erected and situation and nature of the said lot before the said Cellars and foundations were dug before the said Complainant began filling up the same? If yes; state the same particularly.

9. th. Have you or have you not made a measurement to satisfy yourself what quantity of cubic yards were filled up on said lot by the Compt^r? If yes; state the quantity thereof.

Sam^l Moale. Sol^r for Defts.

Frederick Johnson answers the afore^d Int^s as follows.

To the 1. st. He saith he did build the Cellar and foundation walls of the 12 Buildings on North Calvert street extended erected by the Water Company and others.

2. nd. He saith that he laid 982 perches and $\frac{2}{3}$ of a perch of stone mason measurement.

3. rd. He did lay all the stone and build all the walls in the Cellars and foundations of the area and walls.

4. th. He says it is not a customary thing for the man who supplies the stone to receive payment for the same quantity of stone as the mason who lays the same, but if he make a Contract for Masons measurement he generally gets it.

5. th. He says that in building an entire stone house, the stone Masons measurement will exceed that of the quarryer 25 ft. Ct. but that in the 12 houses built in North Calvert Street by the Water Company and others he thinks there would not be a difference of more than 20 or 25 perches in the whole, because there were not so many openings and no stone Chimnies and the foundation of the Chimnies were all under ground.

6. th. He says that he believes the stone with which the Cellar wall and foundations were built were supplied from the quarry of Robert Mills.

7. th. He saith that Complainant did agree to take the stone from said Mills in his this Deponants presence.

8. th. He says he was well acquainted with the lot of ground whereon the said 12 Buildings are erected and the situation and nature of the same before said Cellars and foundations were dug and before Complainant began filling up the same. The ground at the South end was much lower than the ground at the North end that in the space between the second and fifth houses now stand was lower than any part of said lot the North end of said lot required no filling except where the Banks had caved in the spot where the first house now stands required not much filling, that the West side of the lot required but little filling.

9. th. He says that he did make a measurement to satisfy himself of the number of Cubic yards which were filled up on said lot; that it is very difficult to say now what number of Cubic yards were filled up by Complainant, but thinks they could not exceed two thousand if accurately measured and that agreeably to his measurement there were but 1569 $\frac{1}{3}$ Cubic yards and that of the dirt taken out of the Cellars and foundations were thrown on the rear and front of said Lot. Cross Interrogatories by Complainant to Frederick Johnson a witness already produced and examined by the Defendants.

1. st. By whom were you employed to do the Mason work on the Calvert Street houses before mentioned.

2. nd. Were you present when Thomas Mc Coy the Complainant made his contract with Robert Mills one of the Defendants for the delivery of stone for said Building If yea; state the same according to the best of your recollection.

17836 3. rd. Do you or do you not know that Thomas Mc Coy furnished to the Defendants other stone beside that which was worked up by you? If yea; state the surplus quantity so furnished and what disposition was made of the same?

according to the best of your knowledge & recollection.

4. th. Do you or do you not know that a part of the lots upon which the said houses were erected was sprungy & mury and thereby great additional labour was required in digging the foundations and bellars.

5. th. When did you make the measurement of the filling up of said lots mentioned in your answer to the Defendants

9. th Intertry. Was it before or after the alley at the rear of said lots was paved? Deponent answers to the foregoing Cross Interrogatories as follows.

1. st. Deponent says he contracted with Robert Mills then President of the Water Company to do the stone masons work on the Houses aforesaid.

2. Deponent was president when Complainant made his contract with Robert Mills for the delivery of stone at said buildings. That Complainant agreed with Mills for the quarrying and hauling the stone from Mills quarry. Complainant was to allow Mills so much per perch for the quarry privilege but does not know how much Complainant was to be paid as the work progressed so much per perch for the stone delivered at the houses aforesaid that he did know the price per perch but has now forgotten it.

3. Deponent thinks there were from one to two wagon loads of stone left after he completed his work and that Compt. hauled about a perch and a half at a load but Deponent does not know what became of said stone.

4. Deponent does not know that part of said lot was sprungy and mury and required great additional labour in digging that it was all very troublesome and murey except the two houses at the south end of said lot, that in digging the foundations for part of the houses Compt. had to scoop the water out before the foundations could be laid by the Dept.

5. That the measurement made by him and spoken of in his answer to the Defendants 9. th Intertry was made partly to day and partly yesterday and that the same was made at the instance & request of S. Moale Esq and after the alley on the west side of lot was paved.

Commission adjourned to meet on Friday the 15th Nov 1822. at 3^o Clock P.M. on part of the Defts. at the place aforesaid.

Sam^l H. Moale Nov^r 13. 1822.

Commission met agreeably to adjournment.

Sam^l H. Moale Nov^r 15. 1822.

Jacob Small a witness of legal age produced by the Defendants to answer the following Interrogatory.

1. Intertry. Do you or do you not know the parties in this Cause and how long have you known them?

2. Are you or are you not an Architect and superintendant of buildings in the City of Ball and how long have been so?

employed and engaged r

3. rd. Were you or were you not employed as builder and superintendant for the erection and building of the new Exchange in the City of Baltimore, when and at what time was said exchange built r

4. th. Are you or are you not well acquainted with the valued prices of digging Cellars and foundations for the erection of buildings in the year 1817. in the City of Baltimore r

5. What was the fair value and price per Cubic yard for digging Cellars and foundations in the year 1817. in the said City of Baltimore r What price did you pay for digging the Cellars and the foundations of the said New Exchange r

6. Was or was not the price you so paid the going or market price at that time r

7. Are you or are you not well acquainted with the lot or parcel of ground whereon are erected the 12 New Buildings erected by the Water Company and others situate on North Calvert Street and adjoining John Street and the nature and situation of said lot of ground, what would have been in the year 1817 the fair price and value per Cubic yard for digging the Cellars and foundations of said Buildings r

8. Did you or did you not know the value and price in the year 1817 of building stone per perch.

9. What would have been a fair price for building stone per perch in the year 1817. suitable for said Cellars & foundations deliverable at the said buildings

Sam^l Moale. for Water Company -

Jacob Small. answers to the above as follows.

1. He does know some of the parties and has known them for a long time

2. He is an architect and superintendant of Buildings in the City of Baltimore and has been such since he was able to work.

3. He was employed as builder and superintendant for the new exchange in the City of Baltimore. The exchange was commenced in 1817 and finished in the latter part of 1820.

4. He saith he has often had Cellars and foundations dug and has paid for digging them in the year 1817 in the said City.

5. He saith that he does not know the fair price and value for Cubic yard at that time that he paid for digging the Cellars and foundations and removing the earth so dug from the Cellars and foundations 21. for Cubic yard at the time he was employed to build the New Exchange in the year 1817. He saith that the Cellars and foundations of said Exchange was very troublesome in digging. Having advertised for proposals to dig said foundations he thinks the above was the best contract that was offered.

6. He saith that was the market price as far as his knowledge

and experience went.

7. He saith that he certainly has a knowledge of the ground as far as a general knowledge carries him, but as to knowing the nature and situation of the ground particularly, Deponent knoweth not. He saith that the price for digging Cellars in said year in some measure would depend upon circumstances, for if the dirt so dug from Cellars was deposited at a distance, the charge would be greater than if deposited in a convenient situation near at hand. That if the dirt was thrown from the Cellars on the lot it ought to have been done at the price of 3^d. Dept only speaks now from his present knowledge.

8. He saith he cannot recollect precisely what was the price per perch for building stone but thinks it was from \$2.37¹/₂ to \$2.50 per perch.

9. He saith that \$2.37¹/₂ would have been a fair price at that time delivered at said buildings.

Cross Interrogatories by the Compt to Jacob Small.

1. Were you at the lots of ground and buildings erected by the Defendants during the time that the Compt was at work there?

2. Does not the price of digging always depend upon the nature of the soil as well as the distance to which the earth is removed?

3. Where the soil is mirey and springey and it becomes necessary to remove the earth with wheel barrows is not the price enhanced thereby?

4. Was the digging done at the exchange buildings done at a Cash price or a Credit?

5. What is the usual difference between cash and Credit for such labor as has been mentioned or is there any difference?

John Scott. Sol for Compt.

J Small answers the above Cross Interrogatories as foll^o.

1. He saith was never at the premises during the time the work was progressing.

2. He saith the nature of the soil operates on the price as well as the distance to which the dirt has to be hauled he saith that the nature of the soil round Baltimore is much alike.

3. He saith the price is very much enhanced if the soil is mirey and springey and has to be removed in wheel barrows and that it would make a difference of at least 50th Cent between Carting and using manual labour.

4. He saith that the Cellars and foundations dug at the exchange was done for Cash.

5. He saith that he does not know any man in Baltimore who does such work that would give a Credit.

Commissioner's office to meet on the 18th day of Nov^r 1822 at the place aforesaid at 3^o Clock P.M. on part of the Defendants

Sam^l H. Moore. 15th. Nov^r 1822.

Commission met agreeably to adjournment.

Sam^l H. Moale 18th Nov 1822.

Adjourned to meet until Monday 6th of January 1823. at 11 o'clock a.m. on part of the Defendants.

Sam^l H. Moale. 6th Nov 18th 1822.

Commission met agreeably to adjournment.

Sam^l H. Moale 6th Jan. 1823.

Commission adjourned to meet on Wednesday 15th Jan 1823 at place aforesaid at 11 o'clock a.m. on the part of Defts.

Sam^l H. Moale. Jan 6th 1823.

Commission met agreeably to adjournment.

Sam^l H. Moale. 6th Jan. 15th 1823.

Adj^d to meet on 3rd feby 1823. at the place aforesaid at 11 o'clock a.m. on part Defts.

Sam^l H. Moale. 6th Jan 15th 1823.

Commission met agreeably to adjournment.

Sam^l H. Moale 6th Feb 3rd 1823.

Adjourned to meet on Wednesday the 12th feby 1823 at place aforesaid at 11 o'clock a.m. on the part of Defendants.

Sam^l H. Moale. 6th feby 3rd 1823.

Commission met agreeably to adjournment.

Sam^l H. Moale 6th Feb. 12th. 1823.

Adjourned to meet on Tuesday 16th day of feby 1823 at 11 o'clock place aforesaid part of Defendants.

Commission met agreeably to adjournment.

Sam^l H. Moale. 6th Feb 18th. 1823.

Cross Interrogatories to be propounded to Sam^l M^l Coy the witness already produced sworn and examined on the part of the Complainant by the Defendants.

1. Did or did not Complainant haul & deposit a part of the dirt taken from John street upon the ground in the rear of the 20 ft alley? State the quantity or proportion of the said dirt thus hauled and deposited.

2. When the dirt was taken from John street to what place did the Compt. first carry it? Did he or did he not first carry it to the lots of the building company then to Belvidera street then to the lots of the building company again?

3. Was or was not the dirt deposited on the alley behind the Building Company's houses afterwards taken away? If yea; state how much was the alley lowered?

4. Is or is not the alley at present lower than it was when the Compt. finished putting the dirt on it? If yea; how much lower.

5. When the stables were built on the rear of the Building Company's houses, was or was not a quantity of dirt removed and carried away? Was or was not this the same dirt that the Complainant had put there from John street, state as nearly as you can the quantity so removed.

Sam^l M^l Coy answers the above Int^s of Defts as follows.

1. He saith that the Comptt hauled & deposited a part of the dirt taken from John street upon the ground, in the rear of the twenty feet alley. He cannot tell the quantity or proportion of said dirt thus hauled & deposited, as he never measured the same.

2. Deponent saith that when the dirt was first taken from John street it was put upon the said lot the best part of the dirt dug and taken away from John street was carried to Belvidera street and then to the lots of the Building Company again.

3. Deponent saith that the dirt deposited on the Alley behind the Building Company's houses was afterwards taken away. He can't tell how much the Alley was lowered as he never measured it, but it was a considerable depth.

4. Deponent saith the alley was and still is certainly lower than when the Complainants finished putting the dirt upon it. He can't say how much lower.

5. When said stables were built a quantity of dirt was removed and carried away that it was the same dirt Comptt had put there from John street he can't make any estimate of the quantity so removed.

Additional Interrogatory by the Comptt to Samuel M. Coy

1. Inter. By whose authority and orders was the work done by the Comptt which you have just mentioned done and performed? Was or was it not done and performed under the immediate direction and authority of Robert Mills?

2. Did you mean to say in answer to the Deft's second cross Interrogatory that any dirt had been deposited by the Comptt without authority and was afterwards removed on that account.

Samuel M. Coy answers the above. To the 1st Interrog. He saith the work was done under the orders & direction of Robert Mills.

2. Deponent saith he did not mean to say the dirt was deposited direction and orders; that it was done by and under the orders and direction of Robert Mills.

Additional Cross Interrogatory to be put William Winchester the witness already produced and examined on the part of the Complainant.

1. What was the depth of the lots upon which the Building Company erected their Buildings? Did they or did they not front upon Calvert street and run back to an alley?

William Winchester answers the foregoing. That the depth of the lots upon which the Building Company erected their Buildings was 124 feet running from Calvert street westward to a twenty feet alley.

Additional to said Winchester by Complainant.

1. Are or are not proprietors of Lots bound or in the practice of filling up one half at least of streets & alleys beginning upon their lots respectively —

2. In case such streets or alleys are about to be paved are they not filled up and graded by the proprietors building upon such streets or alleys

3. Is not the alley in the rear of the Buildings referred to on Calvert Street now paved? The said ^{Wm} Winchester answered the foregoing as follows.

To 1. Deponent saith he does not know any thing contained in this Interrogatory.

2. Deponent saith that whenever a street or alley is paved it is usual to include the cost of the cost of filling and grading in the cost of paving which is paid by the proprietors of Lots building thereon.

3. He saith that the alley in the rear of the building Company's houses is paved. Intys to be put to John St Clair a witness produced by the Defendants.

1. Intys are you or are you not an architect and builder & a superintendent for buildings in the City of Baltimore and how long have you been so employed and engaged?

2. Did you or did you not meet, erect and build the seven houses on St Pauls Lane extended in the City of Baltimore in the year 1817 and what extent were said buildings and the number of cubic yards of said Cellars of said buildings?

3. How much money per cubic yard did you contract to pay and did pay for digging the Cellars of said buildings?

4. Was or was not the said price for said cubic yard the fair market and going price for said work in the year 1817?

5. Where was the dirt taken from said Cellars deposited was there or was there not any charge or extra pay for depositing said Dirt. — Saml Moore. for Defts.

John St Clair answers the aforeg^d Intys as follows.

1. Deponent saith that he professes to be an architect and builder in the City of Baltimore and has been such for about 20 years.

2. He saith that he did build and erect the 7 houses in St Pauls Lane extended in the City of Baltimore in the year 1817. the buildings were in extent 168 feet front and 42 feet deep there were about 1600 cubic yards in the Cellars of said buildings

3. He saith he contracted and did pay for said Cellars 25 Cents per cubic yard.

4. He saith the said price per cubic yard was at that time considered the fair and going price for said work.

5. Deponent saith that there was a gully in the corner of said lot and that the dirt taken from the Cellars was deposited in said gully and said lot and that there was no charge, nor did he pay any extra charge for depositing said dirt.

— John St Clair, cross Interrogated by the Complainant on same Interrogatories as were put to Jacob Small, the witness already examined —

To the 1. st Interry. he says, he thinks he was at the ground on which the said buildings are erected at the time the Complainant was at work there; he thinks once or twice.

2. He saith where the soil is miry and springy and has to be removed in wheel barrows where a Cart cannot enter the price of the work is enhanced.

4. Waived.

5. Deponent saith he knew, but that the Cellar digging is always done for cash. Deponent saith he paid Cash for the Cellars at the buildings erected by him on St Paul's Lane. Additional by Complainant to the said John St Clair. — Were or were not the 7 houses erected by you on St Paul's Lane situate on the side of a hill? And were or were not the buildings erected by the water Company situate in a meadow or low ground.

Deponent answers this Interry in the affirmative.

Additional Interrogatory by the Compt^t to be put to William Winchester and Samuel W Coy.

1. Do you know the hand writing of Robert Mills? If yea; look at the paper writings now exhibited & shewn to you at this the time of your examination, marked No 1 & No 2 and state whether the said paper writings or the signature thereto is in the proper hand writing of Robert Mills & state your knowledge hereof fully and particularly

John Scott. Sol^r for Compt^t

William Winchester answers to the above Interrogatories as follows.

Deponent saith he does know the hand writing of Robert Mills, and that the paper writing now shewn him and marked Exhibit No 1. and that the words written thereon. "Measured by Robert Mills May 9th 1818 is in the proper hand writing of said Mills; and the same is his signature; and the signature Robert Mills President of the Water Company subscribed at the bottom of Exhibit No 9 now shewn this Deponent is in the hand writing of said Robert Mills, and that the whole of the writing on the back of said Exhibit is in the hand writing of said Mills.

Samuel W Coy answers to the said Int^y as follows —

Deponent saith that he does know the hand writing of Rob^t Mills and that the paper writing now shewn him & marked Exhibit No 1. and that the words written thereon. "Measured by Robert Mills May 9th 1818. is in the proper hand writing of said Mills and the same is his signature; and the signature of Robert Mills Pres^t of the Water Company subscribed at the bottom of Exhibit No 9. now shewn this Dept^t is the hand writing of said Robert Mills, and that the whole of the writing on the back of said Exhibit is in the hand writing of said Mills Exhibits. No 1 & 9 filed by Compt^t. Commission & Adj^t — Notice to the said parties that the said Commission will be closed on Monday 24 february 1823. at 11 o'clock a m

unless witnesses be produced for examination of that day.

Sam^l McLoale Esq

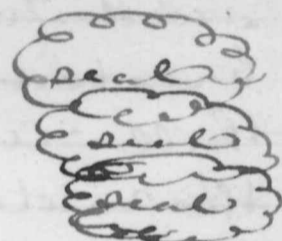
Commission met parties not appearing the same was closed.

Sam^l McLoale Esq Feb^y 24th 1823

To the Honorable John Johnson Esquire Chancellor of Maryland.

We the undersigned Commissioners named in the Commission hereto annexed beg leave to return the same, with the Depositions and proceedings thereto annexed. Given under our hands and seals this fourth day of April in the year of our Lord eighteen hundred and twenty three.

Ja^s D Latimer
Geo Gordon Bell
Thos D Evans



"Exhibits."

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 improvements and have agreed to lease the said lots at the rate of six dollars per foot front on Calvert per an. 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 the building their houses to the gentlemen composing said Company. Therefore we who have herunto 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 J^r 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. 2nd. 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 & 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 members having the first choice &c.

Article. 3rd. When the houses are so divided the holder a

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. th. Every exertion shall be made to finish the houses with all despatch 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 5. To the execution of the 12 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 6. What monies may be required during the progress of the work shall to the extent of the cost of the two houses belonging to the Water Company be taken from their funds 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 7. The manner and proportion in which the monies are to be divided during the progress of the buildings will be as follows.

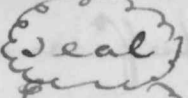
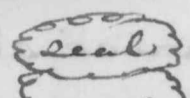
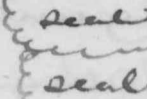
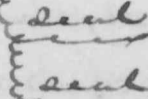
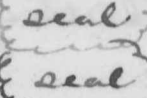
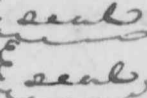
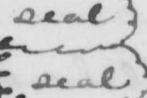
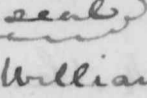
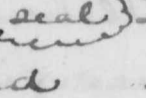
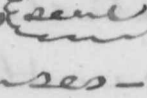
To the two Carpenters about	Dollars	\$7300
To the Lumber Merchant about		5000
To the Brick maker about		3000
To Contingent funds about		<u>600</u>
	Dollars.	16.100

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 1818.

Article 8. th. 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 price at the time they are provided or ordered.

Article 9. 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 from Contracts & keep the accounts of the Company. In witness whereof we have hereunto set our hands and seals this 25th day of January in the year of our Lord 1817. On behalf of the Water Company Robert Mills President two houses. We do here also appoint the above said Robert Mills our Architect and treasurer for the above mentioned houses.

1 House { signed James O'Neilson (seal) signed Chas Constable (seal) 1 House

1 st	James Hindes		John Reddy		17 Houses
1 st	Moses Hand		Peter Mason		1 st
1 st	Tho ^s Towson		Bonner		1 st
7 th	Chas Hammel		John H Rogers		7 th
1 st	Robt Mills		Dew Grimes & Bernard Williams		7 th
5/2 hours	and				Houses - 672 -

The annexed agreement is a true Copy from Tho^s Mills as taken from the Original this 5th August 1819.
 (Exhibit. B.) Tho^s M^r Coy. —

Statement of Mr T M Coys account against Calvert Street Houses. Waters & Co. for John Street

Bill of Stone	— — — — —	\$ 2023.74
Int to 1 st Aug. 1818.		20 24
Balance of Bill of Digging		1114.00
Int on Ditto		92.02
Bill of sand hauling & digging		375.00
Proportion filling lots &c.		1800.00
To sundries		23.00

Water Company Bill Digging John Street. \$ 5630.00
 Rec^d the Water Companys note June 16th at 900 days for \$ 1998 on acct also Oct 6th 1818 Rec^d the 332 dollars at six mths Interest and Robt Mills —

Rec^d the Water Companys note June 16th 1818 at 900 days for 1998 \$ rec^d 332 \$ at 6 mos the will remain a Bal^{ance} due me of \$ 3630 which is charged against the 12 buildings by Robt Mills & is due by the Water Company.

Exhibit. Calvert Street Building Company
 The Balt Water Company. Co. Constable Tho^s John Reddy P. Mason J Rogers. Wm Stewart. J Hindes. Hands H Neilson Hammel Dew & R Mills —

Exhibit. Measurement of the Digging done by Mr Tho^s M^r Coy in John Street.

15.100 yards at 30 Cts 1800 yds. & 20 Cts — \$ 4330.00
 Measured by Robert Mills. May 19th 1818 —

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 30 feet and to deposit the dirt where ever it is ordered by the direction of Robert Mills either for filling up the low ground about the new buildings on Street or the low ground 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 Robert Mills. The said Digging to be valued in the following manner. viz. 1st either at 30 Cts p^r Cubic yard and no advance of money or interest required until three months after the work is finished or 2nd To be allowed 25 Cts per Cubic yard and interest to be allowed for the money expended upon the work and 5 Cents additional allowance p^r Cubic yd^s for any extra distances of hauling.

June 3rd 1817 Balt. accepted. Rob^t Mills Pres Water Comp^y
The corner to the south cut lower to enter John street to
be allowed for also. and where the street is cut below the
grade to get at the sand. ("Memorandum".)

In consideration of the extra haulings of earth from
John street beyond the buildings for filling up foot
ways of Water Company's lots leased to S Rotting's &c
& other places. and also in consideration of no monies
being asked for until the 1st of August 1818 nor no notes
until the completion of the said works. Thomas W
Coy is to be allowed 30 Cts p^t Cubic yard.
(Exhibit.) Rob^t Mills

Maryland. Sc. At a Session of the General Assem-
bly 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 Lord
one thousand eight hundred and eight.

His Excellency Robert Wright Esq^r Governor
Amongst others the following law was enacted to wit
No 79. An Act to Incorporate the President & Director of
the Baltimore Water Company.

Whereas William Cooke, John McKim, James A
Buchanan, John Donnell, Solomon Cotting, James Mosher,
Jonathan Rollicott, 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 Bal-
timore which they have nearly completed to the great acco-
modation and benefit of the Inhabitants of said City.

Be it enacted by the General Assembly of Mary-
land That the said William Cooke, John McKim, James A
Buchanan, John Donnell, Solomon Cotting, James Mosher,
Jonathan Rollicott 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 ori-
ginal 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 distin-
guished by the appellation of the President & Directors of
the Baltimore Water Company and shall have full and am-
ple 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 be-
fore the passage of this act their heirs executors administra-
tors or assigns shall be and are hereby declared to be mem-
bers 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 Present 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 judge 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 stock holders 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 stock holders 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 from among the stock holders by Ballot.

And be it enacted that in the choosing Directors a person 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.

17836 And be it enacted that the said President & Directors shall have full power and authority to make all by Laws, rules and regulations for the well ordering and conducting of the business of the Company & such by Laws, Rules & 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 & that four weeks previous notice be given in two news papers 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 & Directors shall have power to appoint & 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 & 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 & 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 & bind by their Contracts, Deeds, & 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 of 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 Estate 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 judge 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's Falls or any other stream or streams which they may think suitable for the purpose or any part or parts thereof on the said Corporation 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 thro which such streams 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 & distributing the said water and the said conduits or tunnels from time to time to renew & repair & for such purposes to dig break up and open at their own expense all or any part of such highways, streets, lanes & 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 so 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 & used for the purpose of introducing, raising and distributing the said water to hold to them their successors and grantees for ever 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 expense of the City such a number of fire plugs as to them shall appear necessary into the pipes used to convey the water thro 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 & 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 & of all previous payments thereon to the said President, Directors & 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 & Provided also that no more than one such payment shall be called for or

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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 when

soever 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 any 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 pollute 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 cloathes 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 10 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 or discount or other Commercial or banking operations, operations other than to invest 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 creators 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 of 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
Dec 24th 1808. Read & assented to

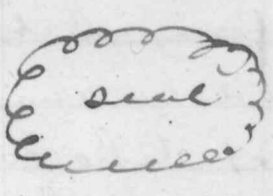
The Great Seal
in
was appendant

By the Senate Dec 24th
1808. Read & assented to.
By order
Thos Rogers Clk.

By order John Brewer Clk

Maryland. Sec. I hereby Certify that the foregoing is a

full and true Copy taken from Liber D 16 W 2 folio 71 & 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 herewith subscribe my name and



affix the seal of the said Court of Appeals this 14th day of October in the year of our Lord 1822.

Th. Harris. Clk. Ct. of App. W. S. M.

And afterwards at the same Term the Chancellor passed in the Cause the following Decree.

Thomas Mc Coy } In Chancery Bill an
vs } answers Com. issued, executed
The President & Directors of } & returned.
the Baltimore Water Com. & } This Cause being submitted
Company & others. } to the Auditor under 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 1823 adjudged, Ordered and Decreed that the parties or this and 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.

Jno Johnson

And afterwards on the 6th day of July 1823 came the Auditor of the Court and made return of his proceedings in the Cause as follows.

Thomas Mc Coy } In Chancery
vs } This Cause being submitted and
The President & Directors } a Decree for an account prayed
of the Baltimore Water } for by the Complainant, and the
Company & others. } said application appearing just
and proper. It is thereupon this 24th day of April 1823
adjudged, Ordered, and Decreed, that the parties in this
Cause, account with each other concerning the matters men-
tioned in the proceedings; and that the Auditor state an
account from the evidence in the Cause or that may be ex-
hibited before him and report thereon to this Court for fur-
ther Order and final Decree.

Jno Johnson

Auditors 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 3rd of July next to take any further evidence either or any of them may then offer & 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 Courts

Interlocutory Decree whereof the above is a true Copy -
(Imposed) George MacRubin. Auditor
Baltimore June 28th 1823. Service admitted. J Scott Sol Compt

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I admit notice of the within.
 vs Heath. Sol^r for Bernard & Williams.
 I admit notice on behalf of the Defts The Balt Wa-
 ter Company. Same Uvale.
 I admit notice on behalf of those Defts for whom
 my appearance is entered.

Benj^r C Howard.
 Thomas Mc Coy.

The Pres^t & Directors of the
 Balt Water Company. } In Chancery.
 vs } 7th. July. 1823.
 Others — } The auditor reports to
 his honor the Chancellor
 that in execution of the Courts Interlocutory Decree
 of the 20th of April last. On the 26th of June
 he issued the annexed notice to the parties; the ser-
 vice of which appears by the admission of their
 Counsel. On the 5th Inst. he attended ac-
 cordingly and no one appearing to offer testimony, or
 requiring further time for that purpose; he adjourned
 sine die. He has since attentively read and con-
 sidered the proceedings, exhibits & evidences 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 & treasurer, and the claim so stated
 amounts to \$7289.17 with Int on \$5537.74 part thereof
 from the date of this report until paid as w^{ch} the fol-
 lowing appears. Which is respectfully submit-
 ted. George Mackubin. Auditor.

vs The Calvert Street Building Company.
 vs Thomas Mc Coy.

1818	Augt 1 st	For amount of his account for work and labor, for stone furnished and for sundries as per account ent ^d B ^y stated by Robt Mills architect & Treasurer of the Company.	5630.00
1823	July 7 th	For Int on \$5537.74 prnc ^l thereof from 1 st of August 1818 4y. 11 ms. & 6 ds	<u>1639.17</u> \$ 7289.17

Amount due with Interest on \$5537.74 part thereof
 from 7th July 1823 until paid —
 on which report & proceedings exceptions were filed
 in the following words.

Thomas Mc Coy. } In Chancery
 vs } Exceptions by the Defendants
 Water Comp^y & others } to the Auditors Report in this
 Cause. Because that the said Report is contrary
 to the evidence in the Cause and defective in point of
 Law and in fact.

S Uvale for Water Comp^y

And afterwards on the 14th day of February 1824 the Chancellor passed his Decree in the premises as follows—

Thomas McCoy & In Chancery.

22

December Term 1823—

The President & Directors of the Baltimore Water Company & others } The Baltimore Water Com
 } pany & others of improving cer
 } Itain lots of ground belonging
 to them on the 22nd of July 1817. entered into articles of asso-
 ciation with the other Defendants or some of them —
 which were reduced to writing and signed & sealed by the
 respective parties; these articles recite, "that" whereas
 the Baltimore Water Company have laid out on the West
 side of Calvert Street, between Centre & Johns Streets
 12 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 agreed to join any Company of Gentlemen
 to build on the said lots erecting at their expense two hou-
 ses out of the twelve and giving the privilege of building
 these houses to the Gentlemen composing said Company.
 the articles there stipulate that each of the persons who
 executed the instrument associated 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, agreeably
 to the design of Robert Mills Architect & President of
 said Company. 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 reference to individual pro-
 perty, but as the joint property of the Company. Second
 when the range of building is under roof as well as the
 shall take place and the manner of effecting the same
 is precisely pointed out. Third, when the houses are dis-
 posed the holders of each shall be at liberty to finish the in-
 terior of them, as they may see proper. The fourth arti-
 cle is that the houses shall be finished with all despatch
 and that each Individual, shall use all exertions to ac-
 complish in proper time as the nature of the work may
 require the part allotted for him to perform. Fifth for
 the erection of the 12 buildings there shall be two Car-
 penters 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 Carpen-
 ters about \$7500. To the lumber Merchant about \$5000

To the Brick Maker about \$3000. To Contingent fund \$600. 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 \$2000 the balance in April 1818. The eighth article regulates the manner of estimating the value of the materials 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 moneys as may be necessary from Contracts & 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 Bundred. Moses Hund. Thomas Towson. Robert Mills. Charles Constable John Reddy Peter Mason & John H Rogers each One. Charles Hammel. one half. Hugh Bonner one fourth Dew & Grimes & Barnard Williams one fourth these together with the two on the part of the Water Company make the 12 houses contemplated. The buildings appear all to have been erected. The site on which they were to be placed was low murey ground & required a large quantity of earth to be brought from some other place previous to the erection of the buildings. The Complainant appears to have undertaken to dig the Cellars, to furnish the stone necessary for the foundation and Cellars 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 labor as well as for the stone furnished is the object of the present Bill and are not controverted by the answers. William Stewart who is made a Defendant never signed the articles of Association, nor supposing the Complainant entitled to relief can resort be had to him. James Barnard & 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 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 & 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 \$1800 mentioned in the said Complainant's said Bill of Complaint for such digging filling in & 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 appointing 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 fact that the stone so alleged to have been furnished was extracted from the quarry of Robt 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 \$1800 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 maintained in a Court of Equity and now appears as a charge of \$1800 for proportion of filling up lots &c. They aver that they were delegated any person whatever to form contracts for cutting down streets, and without such authority they are at 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 \$7289.17 cts 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

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 so can the Complainant obtain relief on the present Bill? Third. Against whom is the Decree to operate and to what extent?

It is uncontroversially 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 hand writing (See Exhibit B, which is also distinguished by No 8) The auditors statement is predicated upon this account which consists of four items to wit. Bill of stone \$2023.74 Balance of Bill and digging \$575. proportion of filling lots & \$1800. The interest on each of those items makes the \$5620. — Altho 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 surprize that more precise evidence has not been produced on the part of the Defendants altho it may have been impracticable to ascertain the number of Cart loads of dirt which were carried from John Street to fill up the lots. Yet as it was competent to come at the number of Cubic yards which were produced 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 1569 2/3 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 982 2/3 perches in the found about Cellar walls of stone and about 2 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 \$2.3772 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 superintendent of the work, had the most accurate knowledge, and as they fixed on the sum one for this part of the Complainant's undertaking it ought not to be disturbed the evidence in the Cause proves most clearly that a large portion of the dirt dug from John Street 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, nor 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 yds 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 & Water Company united; of which sum the Water Company alone was to pay \$2350 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 indispensable and especially and necessarily connected with the erection of the houses: from the evidence it is most manifest that it was indispensable 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 authorized 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 Auditor's Report are overruled and the Report is hereby ratified & confirmed.

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In regard to the second subject. In ancient times bodies Corporate could only act by and under their Corporate seals; yet for sake of convenience the technical rule was

released and engagements made by them within their legitimate powers, were binding & might be enforced at law and in equity. All contracts made by their authorized agent within the pale 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 & Branch 219. 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 authorized 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 absolutely indispensable 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 com^d and 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 and labour and materials were applied to that part of the undertaking in which as partners they had 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 then in 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 from their Corporate Contracts and except also those proportions of the Complainants com^d and which ought to have been paid by the parties whose com^d have been suggested and whose representatives the Complainant has not brought before the Court. — It is therefore this 14th day of February 1824, by John Johnson Ch^{anc}llor and by the authority of this Court Adjudged, Ordered & 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 & eighty nine dollars and seven teen 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 that the property of the Corporation of the President & Directors of the Baltimore Water Company as well as the property on which the 12 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 proper-
 ty now belonging to the said associations which was embrac-
 ed 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 pro-
 perty of the Corporation known by the appellation of the Presi-
 dent and Directors of the Baltimore Water Company, be sold to
 raise twelveth parts of the deficiency, that the individual or
 private property of Hugh Bonner be sold to raise James Hinds
 Moses Hand, Thomas Tomson, 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 part-
 nership property of the firm of Dew Grimes be sold to raise a
 like sum to the sum last mentioned and if deficient that the pri-
 vate 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 indi-
 vidual 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 newspapers as he shall think best, for at least three suc-
 cessive 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 forth with 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 mo-
 ney to be paid in ninety days and the balance in six months
 from the day of sale with interest from that time bond or notes
 with approved security to be given and the Trustee shall bring in
 to Court the purchase money. and on the payment of the pur-
 chase money. and on the payment of the purchase money & 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 where-
 with he shall discharge his trust. And it is further ad-
 judged, Ordered and Decreed that the Bill as against

William Stewart James Barnard & Charles Williams be and the same is dismissed.

Dr Johnson

Robert Bigham } Be it remembered that heretofore to
as } wit on the fourth day of June in the
Penelope & Price & } year of our Lord one thousand eight
Alexander Nesbit } hundred and sixteen came Robert
Bigham by Samuel Mvale Esq of his solicitor into the Court
of Chancery of Maryland and exhibited therein his Bill of
Complaint against Penelope & Price & Alexander Nesbit in
the words following.

To the Honorable William Hilly Esq of Chancellor of Ma-
ryland. The Bill of Complaint of Robert Bigham
of the City of Baltimore respectfully sheweth unto your honor
that Frederick Price and Penelope & Price employed your Com-
plainant some time in the year of our Lord righteen hundred
and eleven to perform certain Carpenters work in & upon
a Dwelling house which he the said Frederick was then erec-
ting upon the Tract or parcel of Land hereinafter mentioned
which said land the said Frederick Price held in right of his
wife Penelope and wherein the said Penelope was entitled in
fee simple. Your Complainant saith that he did undertake
and perform work and labours as a Carpenter and joiner on
the said house and during all which time the said Penelope
was dividing your Complainant in the style and fashion
of putting up and erecting said Carpenters work on the said
Building. Your Complainant saith that the amount or sum
of money claimed by him for the said work then unfinished
and labour is four hundred and eighty eight dollars and forty
one cents as contained in the account thereof herewith filed
marked Exhibit A. and which your Complainant prays may
be deemed a part of this his Bill of Complaint will more at
large appear. Your Complainant further states that the said
Frederick Price obtained the benefit of the Insolvent Laws
of Maryland and became discharged from all claims of his
Creditors and your Complainant refused to proceed with his
said work until he should be paid and secured for the work
he had done as aforesaid. Your Complainant further states
that the said Penelope requested him to proceed with and finish
the said Carpenters work so commenced by him and agreed
with your Complainant that if he would proceed with and fi-
nish the said Carpenters work in the said house and build-
ings he your Complainant should be paid for the work he had
heretofore done and also for the completion of the Carpenters
work on the said house and buildings and to secure him for the
said work which he has performed and was to perform she
the said Penelope Price offered to subject her said tract of Land
to the payment of the amount of the said work so done as