

Company and requested and urged them to pay the same, but they have wholly neglected so to do. To the end therefore, that the said Weverton Manufacturing Company may answer the several matters and things herein before stated, as fully and particularly as if they were herein again repeated, and said Company, was thereunto specially interrogated. And that your Orator may have such further or other relief as this case may require. ~ May it please this Honorable Court to grant unto your Orator the writ of Subpoena against the said Weverton Manufacturing Company of Frederick County, commanding said Company to appear in this Court at some certain day to be therein named, to answer the premises and abide by and perform such decree as may be passed therein, and as in duty bound &c. ~

Frederick A. Schley

Solicitor for Complainant

Filed Aug. 2^o 1870, in No. 3574 ~

Exhibit 1.

This Indenture made this seventeenth day of October in the year Eighteen Hundred and fifty one, between the Weverton Manufacturing Company, incorporated by the Legislature of the State of Maryland of the one part, and Caspar W. Weaver of Washington County in the State aforesaid of the other part ~

Whereas the aforesaid Company hath executed and delivered to the said Caspar W. Weaver eight several bonds, bearing even date with these presents whereof one is payable in one year after said date, and is for the sum of Two Thousand Two Hundred and twenty dollars, the 2nd bond being made payable in two years after ^{said} date, and being for the sum of Two thousand One hundred and thirty dollars, the third bond being made payable in three years after said date and being for the sum of two thousand and forty dollars, the fourth bond being made payable in four years after said date and being for the sum of One thousand Nine hundred and fifty dollars, the 5th bond being made payable in five years after said date, and being for the sum of One thousand Eight hundred and sixty dollars, the sixth bond being made payable in six years after said date and being for the sum of One thousand seven hundred and seventy dollars, the seventh bond being made payable in seven years after said date and being for the sum of One thousand six hundred and eighty dollars, and the eighth bond being made payable in eight years after said date, and being for the sum of Fifteen hundred and ninety dollars, as by reference to the said several bonds may more fully and at large appear. ~

And Whereas for the effectual security and assurance of the payments of the said several bonds and of each of them at its maturity, with punctuality and exactness; The said Weverton Manufacturing Company hath agreed and is willing to execute these presents ~ Now this Indenture witnesseth that for and in consideration of the premises, and of the amount of One Dollar Current money to them the said Company in hand paid by the said Caspar W. Weaver at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the aforesaid Weverton Manufacturing Company, hath granted, bargained and sold, and doth by these presents, grant, bargain and sell unto the said Caspar W. Weaver his heirs and assigns forever, all and singular their right, title, interest and estate of in and unto a certain tract or part of a tract of land and premises called "Weverton" lying and being in Frederick County in the State aforesaid, together with all the rights, privileges and appurtenances dams, ways, Waters, watercourses and sluices whether situate in Frederick County aforesaid or Washington County aforesaid