Sheriff's Notice in Lien Law.

WHEREAS, by virtue of an Act of the General Assembly of Maryland, passed at December Session, 1831, Chapter 76, entitled "An Act for the protection of Mechanics and others in Allegany County," and the several supplements thereto, a writ of *scire facias* has issued out of the Circuit Court for Allegany County, and to me directed in the following words to wit:

ALLEGANY COUNTY, Sc.

The State of Maryland to the Sheriff of Allegany county—Greeting:

WHEREAS, Francis Haley hath filed a claim in the Circuit Court for Allegany county, against Henry R. Hamaker, William Walsh and Anthony Kean for the sum of one hundred and twenty-five dollars for work done to and upon a certain steam saw mill situated near the city of Cumberland, in said county, and located on a piece or parcel of land which is fully described in a deed from Thomas Devecmon and Althea his wife, to Anthony Kean, William Walsh and Henry R. Hamaker, dated September 17, 1856, and recorded in Liber H. R., No. 5, folio 331 &c. One fourth part of which land was subsequently sold and conveyed by said Anthony Kean and wife and one Thomas Devecmon and wife, to George Henderson, by deed dated September 23d, 1856, and recorded in said Liber No. 14 folios 479, and which said undivided fourth part has been since sold and conveyed by said Henderson and wife to said Hamaker by deed, which said land is composed of four lots numbered 35, 36, 37 and 38, and fully bounded and described in a plat and courses and distances, recorded in Liber A. B. No. 33 folios 37 &c.

The land upon which the said Steam Saw Mill is located is contained within the following metes and bounds, courses and distances, viz: Beginning for the same at a stake standing at the beginning place of said lot No. 35, and running thence with the first line of each of Lots Nos. 35, 36 and 37—1st, S. 45½°, W. 190 feet, thence with the second line of Lot No. 38; 2d, S. 44½°, W. 299 feet, then leaving this lot; 3d, N. 12°, W. 80 feet to a stake then 4th, N. 35°, E. 282 feet, to the end of the first line of said lot No. 37, and with the 3d line thereof, and also with the 3d line of said lot No. 38; 5th, N. 24°, E 112 feet, then with the 4th line of this lot and also with the 3d line of lot No. 35; 6th, N. 30½, E. 88 feet to the end of this said 3d line, then with the given line of said lot No. 35; 7th, S. 44½, E. 170 feet to the beginning, containing in the four lots mentioned in said commission the quantity of one acre, six and one fifth perches of land, and containing of land not belonging to the said four lots the quantity of 28 1-5 perches. The land contained in that part laid off for the convenient use of the said Steam Saw Mill contains one acre and thirty-four and two-fifth perches, the aforesaid quantity of 28 1-5 perches of land, being part of a tract of land called "The Brothers."

The building being the aforesaid Steam Saw Mill built partly of brick, partly of stone and partly of wood, situated near the city of Cumberland on the land aforesaid.

And whereas afterwards the said Francis Haley by his petition in writing to the said Circuit Court represented and set forth that there had been no sufficient designation of the limits or boundaries of the lot or curtilege upon which said building is situated, necessary for the use of said Steam Saw Mill for the purposes for which it was designed. And whereas by virtue of the sixty-first article of the Code of Public General Laws, an order was passed by said Circuit Court directed that a commission be issued to Thomas F. White, a surveyor, directing and empowering him to fix and determine the limits, boundaries and extent of ground necessary for the convenient use of the said building or steam Saw Mill for the purposes aforesaid. And whereas afterwards the said Thomas F. White made return of said commission to the Court here, with his report there under, in which he reported that he had fixed and designated the boundaries of said lots &c, as above set out in this writ.

Now, you are hereby commanded, that you make known to the said Henry R. Hamaker, William Walsh and Anthony Kean and to all such persons as may hold or occupy the said Steam Saw Mill and lot or curtilege as above described that they be and appear before the Circuit Court for Allegany county, to be held at the Court House, in the town of Cumberland, on the 2d Monday of October next, to show, if anything they know or have to say, why the said sum of one hundred and twenty five dollars should not be levied on said building and curtilege, for the use of the said Francis Haley, according to the 61st article of the Code of Public General Laws aforesaid in such case made and provided, if to them it shall seem expedient, and have you then and there this writ.

Witness the Honorable Daniel Weisel, Judge of said Circuit Court, the 14th day of April, 1862. Issued the 13th day of May 1862

HORACE RESLEY, Clerk.

Now, therefore notice is hereby given, in pursuance of said Act of Assembly, to all claimants and persons interested, to be and appear before the Circuit Court for Allegany County, on the second Monday of October next, to show, if anything they know or have to say, why the aforesaid sum should not be levied on the said buildings for the use of the said Joseph Shuck, according to the form and effect of the Act of Assembly in such case made and provided.

THOS. G. McCULLOH,
May 29, '62—4t. Sheriff.

Road Notice.

NOTICE is hereby given to all whom it may concern, that the undersigned will make application to the County Commissioners of Allegany County, at their meeting in July next, for the appointment of Commissioners or viewers to go upon the premises and view and lay out a new public road in District No 9, beginning at the turnpike road on the top of Polish Mountain, and running through the lands of Elizabeth McCoy, William Slider and Jacob Kifer, to intersect the Williams' Road, at or near where Abraham Kifer now lives.

JOSEPH McELFISH,
WILLIAM McCOY,
WILLIAM SLIDER,
JACOB KIFER.

May 29, '62—1m.

Pig Iron For Sale.

I HAVE 52 Tons good quality PIG IRON for sale at my Coal Yard in this city, which will be sold at a very low rate.

H. FLURY.

Cumberland, June 12, 1862—3m.

NOTICE.

ALL persons knowing themselves indebted to me, either by note or otherwise, are hereby notified to come forward and settle up. Persons having claims against me are requested to present them for payment.

May 15, 1862—3t* C. G. ENDRISS.

Estate of Thomas Davis.

NOTICE is hereby given, that the subscriber has obtained from the Orphans' Court of Allegany County, Letters Testimentary on the estate of Thomas Davis, late of said county, dec'd. All persons having claims against said dec'd are hereby warned to exhibit the same properly authenticated, to the subscribers, on or before the 12th day of December, 1862, otherwise they may by law be excluded from all benefit of said estate. All persons indebted are requested to make immediate payment. Given under my hand this 12th day of June, 1862.

SARAH DAVIS,
June 12, 1862—3t Executrix.

FOR SALE.

A FIRST rate HORSE AND BUGGY is offered at private sale. Those in want will do well to call at THIS OFFICE.

June 5, 1862—3t.

Be in Time.

THE subscriber will insure a thorough cure of any CANCER, not too widely spread in the flesh, nor seated upon an artery.

Apply to S. COOPER,
June 12—1t* Flintstone, Md.

A GENERAL assortment of Queensware of every description, just received at
June 9. WM. R. BEALL & CO'S.

Tobacco and Segars.

JUST received and for sale a full assortment of Tobacco and Segars.
June 9. WM. R. BEALL & CO.

Order in Chancery.

The Cumberland Coal and Iron Company,
against
Andrew Mehaffey, Francis Bloodgood, Allen M. Sherman, Luther R. Marsh, and all creditors of the Cumberland Coal and Iron Company, secured by the deed of trust of September 30th, 1857, made by said Company to said Mehaffey, Bloodgood and Sherman, whose claims remain unpaid, and unknown to complainant whether the same be residents or non-residents of the State of Maryland.

In the Circuit Court for Allegany County, sitting as a Court of Equity. No. 1331. Eq.

THE object of this suit is to procure a decree, vacating the trusts created by the deed of trust bearing date September 30th, 1857, made by the Cumberland Coal and Iron Company (the complainant), to Andrew Mehaffey, Francis Bloodgood and Allen M Sherman, Trustees; directing said Trustees to reconvey to the complainant all the property conveyed to them by said deed of trust, and remaining undisposed of; and to account for all monies of complainant which have come into their hands as such Trustees, or as officers or employees of the complainant, or in any other capacity; and, as part of the relief prayed for in the bill, pending this action, that an injunction might be issued restraining said Mehaffey, Bloodgood and Sherman, their agents and servants, and each and every of them, from disposing of, or intermeddling with any of the property mentioned in said deed of trust, which injunction has been granted, on a bond being filed by complainant, and issued in this cause.

The bill first states the incorporation of the Cumberland Coal and Iron Company, and the purposes for which such corporation was created, and that its charter authorized the location of its principal office in the city of New York.

That Andrew Mehaffey accepted the Presidency of said Company, with a fixed salary of $5,000 per annum, on March 18th, 1854, and continued as President until June 7, 1858, which salary was not increased by its Board of Directors during his Presidency, except once, when they allowed him two thousand dollars additional for the year ending March 20th, 1858; and that he also acted as Treasurer from March 18th, 1854, until May 1st, 1858.

That on June 5th, 1854, the Stockholders elected Francis Bloodgood a Director, who continued in such position until April 13th, 1858, when he resigned, and was re-elected on April 15th, 1858, serving until June 7th, 1858, when he ceased to hold such office; that long anterior to his first election as Director, and until January 1st, 1858, he was an employee of the Company at a salary of two thousand dollars per annum, which was then reduced to sixteen hundred dollars per annum, by his own consent, and that he received such reduced salary until October 23d, 1858, when he ceased such employment; that such salary was adequate and given for the devotion of his whole time and services to the interests of the Company.

That Allen M. Sherman was elected a Director of the Company on February 21st, 1855 and continued to fill such office until May 29th, 1858, when he resigned.

The Bill further states, that the By-laws of the complainant provide for an Executive Committee of three Directors, prescribing their duties, who are regular salaried officers, and were paid for their services until January 1, 1858, and all expenses incurred in and about the Company's business by them.

That on June 20th, 1855, said Sherman, Bloodgood, and one Joseph Torrey were elected said Committee, Mehaffey being, as President, a member of it, and presiding when present at its meetings. That they continued as such until Bloodgood's resignation, April 13th, 1858, occasioned one vacancy therein, and Sherman's resignation on May 29th, 1858, a second vacancy in it, neither of which were filled up until after Torrey also ceased to be a member and Director, at the election of Directors in June, 1858.

The Bill further states, that Mehaffey, Bloodgood, Sherman and Torrey, whilst occupying such official positions in complainant's employ, exercised and enjoyed the powers and duties incident thereto, in managing and controlling its property and affairs, and illegally and fraudulently, prior to the date of said deed of trust of September 30th, 1857, invested and caused to be invested, at sundry times, large sums of complainant's money, in gambling and speculating in its stock, purchasing and selling the same for cash and on credit, sometimes receiving and sometimes delivering the various numbers of same so bought and sold, but frequently buying and selling "*short*," as technically described by brokers, in the name of Sherman and in the name of Torrey, and in the name of Mehaffey, and of Mehaffey and Sherman, and in various other names, often simply receiving and paying the differences of value, according as there was money made or lost in these fraudulent and unauthorized transactions, the result of which in the aggregate of their operations of this character, was a total loss of over fifty thousand dollars, paid by them out of the Company's monies under their control, no part of which has ever been repaid to it, although each and every of them are liable to it for the same, and which produced in a great degree the embarrassment that led to the execution of said deed.

The Bill further states, that prior to said deed, and at the time it was made, Mehaffey, as Treasurer, got possession of various sums of complainant's money, amounting to at least $13,800, which he still owes it, and did so owe it when said deed of trust was made, and which he has hitherto retained by the connivance and aid of said Sherman and Bloodgood, which also added to said embarrassment at that time. That Mehaffey, as President and Treasurer, together with Sherman and Bloodgood, composed three-fourths of said Executive Committee, and Torrey, the other member, aiding and abetting them, managed almost entirely and exclusively the complainant's property and business; advising the stockholders to suit their own schemes; and that the other Directors from time to time elected, were either ignorant or kept in ignorance of the real condition of its business and affairs, or were interested in and favorable to their nefarious designs upon its property and interests.

The Bill also states, that said Mehaffey and Bloodgood, with the fraudulent intent of benefitting Sherman, at the complainant's expense, and securing his aid in their own schemes against its property, conspired with him and others, to obtain for Sherman and one William B. Dean, at ruinously low prices, a large and valuable portion of complainant's mineral estate, of which as between said Sherman and said Dean, Sherman was to be the chief, if not sole owner, together with certain rights and privileges of transportation over complainant's railroad and shipment at and over complainant's wharves of coal to be taken therefrom; and were mainly instrumental in selling the Hoffman Mine property to Sherman and Dean, and obtaining for them most valuable transportation contract; that they expended, or permitted to be spent, of Company's money, large amounts for the exclusive benefit of said Sherman and Dean, at complainant's costs, exceeding $11,000 for improvements to property so sold, whilst involving the Company also in various large expenditures, to an amount exceeding $100,000 for additional construction and equipment, much of which was then, and continued during their whole administration of its affairs to be, for the exclusive benefit of Sherman and Dean; and all of it partially for their use and benefit, although such outlays could and ought to have been deferred, and when none of them would probably have *then* been made, except with the fraudulent intent of aiding Sherman and Dean at the risk of serious embarrassment to complainant; all of which was concocted and executed prior to September 30th, 1857, chiefly by their conduct, advice and influence, in total disregard of their duty and complainant's interests.

The Bill then states that proceedings have been instituted against Sherman and Dean, and their assignees, The Hoffman Steam Coal Company of Allegany County, to avoid said sale and transportation contract. That on September 30th, 1857, the day said deed of trust was made, said Sherman, on a fair settlement of accounts between complainant and himself, was actually its debtor to an amount exceeding two thousand dollars, on an account called Loan Account, while the schedule attached to said deed of trust, includes him as a preferred creditor of complainant, under said deed, to an amount exceeding $16,500; that the indebtedness, in said schedule stated to some other parties was only apparent and not real; and much of it amply secured by collaterals, before the execution of said deed, which latter was unnecessary for the purpose.

The Bill then states, that said deed of trust was unnecessary for the protection of complainant's creditors, and a fraud upon their rights; and mainly resolved upon by the Board of Directors at the instance of Sherman, Mehaffey and Bloodgood, apparently for the benefit of creditors, as well as of the Company, but really, in order to continue the power and control of complainant's funds and business involved and diminished by their fraudulent misconduct and detention of its money and property, in their hands; that said Sherman, Mehaffey and Bloodgood, by their injudicious, unauthorized and improper expenditures of its means to a large amount had caused serious embarrassment in the prosecution of its business, and a failure to meet promptly its liabilities; that they were present at a special meeting of the Directors of complainant, at its office in New York, on September 28th, 1857, and at an adjourned meeting of same at same place next day, participating in all the proceedings, at which the preparation and execution of this deed of trust was directed and resolved on, and it was so resolved on, professedly, by said Mehaffey, Bloodgood and Sherman, as the best mode of protecting complainant's property during its then financial difficulties, from sale and sacrifice, until its liabilities could be deferred and arranged, without the necessity of any sale of any of its valuable property. That with this view extraordinary powers were conferred on said Trustees, and Mehaffey, Bloodgood and Sherman were selected as such Trustees, because they offered to act without any additional charge for their services, or compensation, other than what they might receive as officers of said Company in the positions they then held. That said deed of trust was made to them the next day, to wit: September 30th, 1857, on account of embarrassment in its circumstances, conveying to said Trustees all its real and personal property wherever situated, and which had not been previously conveyed, in trust, that said Trustees should sell and dispose thereof, or so much as was necessary for the purposes of the trust, etc., and after paying expenses, etc., and satisfying liens, if any, etc., apply proceeds to payment of complainant's debts, etc., a copy of which deed is filed with the bill, marked Exhibit No. 1, as a part thereof.

The Bill further states, that all complainant's liabilities, payment of which was secured by this deed of trust, have been fully paid and satisfied by it, and none of them by said Trustees, except perhaps nine per cent. upon $19,500, claimed by the Trustees of the Mineral Bank, as damages upon protested bills of exchange, (since the bill was filed this has been compromised and settled by complainant itself,) which complainant by advice of counsel contested legality of, and filed copy of docket entries of this suit with the bill, as Exhibit No. 2; and that complainant is at all times ready to pay above nine per cent. damages, if obliged so to do; and that said Trustees, Mehaffey, Bloodgood and Sherman have now in their hands monies of complainant more than sufficient to pay same; that each of said Trustees, Mehaffey, Bloodgood and Sherman is largely indebted to it; and that all of them, jointly, are heavily indebted unto it on several different accounts, and in sundry large sums, over and above all claims, they or any one of, or any two of them may respectively have against it, said complainant.

The Bill further states, that after said deed was made, the property conveyed by it remained in complainant's exclusive custody, possession and control, and that said Trustees did no act in virtue of said deed; that all the property covered by it, which was disposed of, was sold by the Company itself, and proceeds of sales received by it; that all debts due it were collected by it, and that the whole indebtedness due from it, which was paid, was paid by itself, through its own officers and agents, and it proceeded in its regular business, except perhaps the Krebs debt, hereafter mentioned. That neither said Trustees, nor any of them, did any act, in virtue of said trust, until it had become apparent that such action was unnecessary; but when they found they were to be ousted from the power and control, which, as chief officers and agents of complainant, they had so long enjoyed, they then sought to avail themselves of the powers they supposed, or claimed, to be vested in them by said deed, in order to obtain and keep possession and control of complainant's business and some of its property, not for the benefit of the cestui que trust, whose interests they had wholly neglected hitherto, and which then required no action on their part, but as a means, solely, of protecting themselves from the consequences of their previous mismanagement of, and fraudulent dealings with, this Company's property and effects, and for their own ends exclusively, regardless of their duty to others. That with these views they filed a bond as Trustees, to the State of Maryland, a copy of which is exhibited with the bill marked "Exhibit No. 3," which if in other respects conformable to law, should have been long before filed as required by the laws of Maryland; and the sureties upon which they misrepresented to the clerk of the circuit Court to be adequate sureties for amount of said bond, when they knew, according to complainant's belief and information, that each and all of said sureties were worthless, pecuniarily, and that they could not give the requisite bond. The Bill further states, that one Charles W. Krebs, who was formerly an agent of complainant, at Baltimore, and who was on May 30th, 1858, and still is, indebted to it in a sum exceeding $8,000, has hitherto wholly refused to pay any part of same, or to account with complainant for the same. That complainant is casually informed and believes, but does not know, and has not been advised by either Krebs or said Trustees, that they have received from said Krebs at least $4,000, if not more of said $8,000, which is now in their hands, and the only debt that said Trustees ever claimed to collect for this complainant, if they have collected any of it; that said Krebs and said Mehaffey, Bloodgood and Sherman, colluded together when they were satisfied that said Trustees would be deprived of their custody and control, as officers and agents of complainant's property and business, and said Krebs of his agency; and without any intention of, or necessity for acting bona fide under said deed of trust, to this effect; that said Krebs should give complainant no satisfaction, nor account of his said indebtedness, and that they, or some of them should, mala fide, hold and use said money for their own unjust purposes and fraudulent ends; and if said Krebs has paid said Trustees any part of his said indebtedness he so paid it with full knowledge that it was to be misapplied by them, and on an understanding with them. That long after the date of said deed of trust, and as late as May 25th, 1858, Krebs remitted this complainant direct, as he had been hitherto in the habit of doing, $400 on account of his indebtedness, but a few days prior to Sherman's resignation as Director, and Mehaffey's ceasing to be President; and long after it had become certain that the stockholders of complainant had contributed and would furnish means to pay all its debts.

The Bill further states, that said Mehaffey, Sherman and Bloodgood, well knowing all the aforegoing, on October 8th, 1859, when it was ascertained absolutely that no execution of the trusts conferred on them by said deed would be required by, or on account of any cestui que trust, secured thereby; and when they knew that they were jointly, heavily, and each of them largely indebted to complainant to an extent greater than any, or all of them could in any manner claim under and in pursuance of its provisions; and that they had not earned any remuneration in the premises, but fraudulently pretending and solely seeking to extort from the complainant releases for some of their indebtedness to it, or from a sale of some of the property, a large sum of money for the purpose of applying the same to the payment of their pretended commissions, as Trustees, to which they were in no manner entitled, advertised for sale in the *Democratic Alleganian*, a newspaper published in Allegany County, a valuable portion of the real estate of complainant, to wit: Part of a tract of land called "Commercial Mart," lying in the county aforesaid, on which is erected the valuable coal shipping wharf of complainant, to be sold by them, as said Trustees, on Tuesday, November 1st, 1859, on terms to be made known on day of sale; said Trustees being then, and for a long time anterior to and since October 8th, 1859, aware that said complainant was able and ready at all times to pay and satisfy all claims secured by said deed of trust; and that the complainant has been for the same period desirous to account with them and every of them, and to settle the same; and that said Trustees have rendered no account to complainant showing anything due them, or any of them, on any account whatever; and also that no indebtedness secured, or professed to be secured by said deed, justly due from complainant, remains unsettled and unsatisfied.

The Bill further states, that said attempt thus made to interfere with complainant's property is a wilful abuse of the power which might have been otherwise lawfully exercised by said Trustees if the same had been required for the payment of any just debt secured by said deed. That complainant is entitled to a reconveyance of said property from said Trustees without any commissions or compensation to them; that all expenses, of which complainant had ever been advised, which were incurred by said Sherman, Mehaffey and Bloodgood, or any one of, or any two of them, in the service of complainant and for its benefit, in any capacity whatever, had been paid by it.

The Bill further states, that an entry had been made in complainant's books, by the direction of said Sherman and Mehaffey, dated March 20th, 1858, of $4,500, as paid Sherman in full of all claims against the complainant, of every kind; and subsequent to said entry about October 1, 1858, Sherman admitted himself indebted to the complainant in the sum of $4,687, on an account, nearly all of which was for monies of complainant unlawfully used in Sherman's business at Alexandria in 1856 and 1857 by direction of said Mehaffey, Bloodgood and himself. The bill also states, that at date of deed of trust, actual outstanding debts of complainant, provided for in it, did not exceed much, if at all, $200,000; but a small part of which was paid, until paid by stockholders, under the act of January session 1858 chapter 252, authorising the conversion of a portion of the stock of complainant into preferred stock. And all debts paid otherwise, secured by said deed, were paid by complainant itself, and all conversions of its assetts into money, were made by complainant itself, and not by or under authority of the Trustees; and all said debts were paid without the intervention of said Trustees. That said deed of trust was contrived by said Trustees, acting in concert with each other, as a means of continuing their control of the Company's property and business, as against its creditors, and protecting them in the enjoyment of their fraudulent advantages, and was never intended to be executed, but used as a protection and cover against creditors and stockholders, of their breaches of trust and mismanagement; that when said deed was made, said Trustees were all officers of said Company, and during the time they claim to have acted as Trustees, all acts done by them about the business of the Company was in their capacity as officers; and that they obtained possession of money, and paid themselves during the whole period large salaries as officers, to a greater amount than they would have been entitled to as Trustees, if they had acted under said deed as Trustees; and larger than they were entitled to as officers—that said deed was a fraud on creditors and on complainant, concocted by these Trustees, and they can claim nothing under it. The Bill also states, that Mehaffey, Bloodgood and Sherman are all non-residents of Maryland: that the two former, as complainant is advised and believes, are insolvent, and Sherman possessed of little pecuniary responsibility: that each and all of them are largely indebted unto complainant for monies taken and used unlawfully, which came into their possession as officers of complainant, which, it has no reason to hope, it can recover, except to a small extent, and that if commissions are given them as Trustees this will in fact increase the large losses already sustained by their mismanagement and nefarious dealings with its property; that complainant is notoriously responsible for all indebtedness secured by said deed, and that a reconveyance of the property ought to be decreed to be made by said Trustees to it, and not delayed until the time which may be required to ascertain the other relief due it in the premises—all which acts of said Mehaffey, Bloodgood and Sherman are contrary to Equity &c.

The Bill then prays for an injunction restraining said Trustees, their agents, &c., from selling or intermeddling with any of the property left undisposed of, or its possession &c.; and for a decree for the reconveyance of said property, the annulment of the trusts created by the deed, and an account of all monies belonging to complainant received by said Trustees, or any of them, in any capacity: that said deed may be set aside as a fraud; and if said Trustees, or any of them, should be entitled, in the opinion of the Court, to any compensation as such, that complainant may set off and discount therefrom, such sums as they and each of them, said Trustees, have received as salaries or allowance during the time; and such sums also as said complainant can show have been lost by it, by the fraudulent stock-gambling sales and purchases hereinbefore mentioned; and by the fraudulent sale to Sherman and Dean, and the fraudulent expenditures made for the benefit of Sherman and Dean, by said Trustees as mentioned, and also such sums of money as are owing it by said Trustees, and will be found to be due from them, or either or any of them, on accounts to be stated between it and them, and every of them, or which may be due it from them in any capacity; all such discounts to be allowed in respect to the indebtedness of any and all of them, as shown by the proof, &c., and for further and other relief, &c., and also, for an order of publication giving notice to each and all of them, said Mehaffey, Bloodgood and Sherman, being non-residents, of the substance and object of this bill, &c., and warning them to appear and answer the same, &c., and prays for the writ of injunction for the purposes above stated, &c.

This original bill of complaint was then amended, stating in the amendment the substance of the bill, as above referred to, and that it was filed in this Court against said Andrew Mehaffey, Francis Bloodgood and Allen M. Sherman; which amended bill was filed in this Court on April 2d, 1862, and states also, that said Mehaffey, Bloodgood and Sherman had appeared and answered said original bill, and in their said answers, amongst other defences, alleged that one Luther R. Marsh, of the city of New York, is a known creditor of complainant secured by said deed of trust, and ought to be made a party defendant in this suit; and that publication also should be made for unknown parties who may be creditors of complainant and secured under said deed, and who ought also to be parties defendant in and to this suit; and that complainant can have no decree in this cause for want of proper parties, and that other proceedings were also had, as by same proceedings in this Court will appear.

Said amended Bill also states, by way of amendment to its aforesaid original bill, that said Marsh is a resident of New York city, and as complainant is informed, pretends to have a claim against it, secured by said deed of trust, which complainant expressly denies the validity of, or the existence of any such claim against it or its property; and although at instance of said defendants, it proceeds to make said Marsh a party defendant, complainant at same time denies the existence of his alleged claim, and protests against any construction herefrom of any admission of same on its part; and requires that same, if any there be, shall be substantiated by proper proofs exhibited and established herein. And that all debts secured under said deed of trust have been long since paid, but if any there be which have not been fully satisfied, complainant is ignorant thereof, and directly charges that abundant means are now in hands of defendants, said Trustees, belonging to it, for settlement of same.

Said amended Bill also charges, that said Trustees now are and have been ever since and long anterior to the date of said deed of trust, indebted to it in large sums of money, over and above sufficient to pay any existing claims, secured by said deed; but at instance of said defendants, so answering and objecting that no decree can be passed as prayed for by complainant for want of proper parties, until all creditors secured by said deed, and whose claims may be unknown to them have notice of the object and purport of this suit, and an opportunity of producing their claims, if any there be, and of becoming parties defendant; herein your complainant consents to make any such persons parties defendant herein, but with a positive denial on the part of complainant that any such persons exist, and protests against any admission of the existence of any being made from its so doing; and insists that any such pretended creditors be required to establish any such claims by proper proofs to be taken and exhibited herein. Said amended Bill then prays that Mehaffey, Bloodgood and Sherman may answer said amendment; and said Luther R. Marsh and any other creditors, secured by said deed of trust, remaining unsatisfied, and unknown to complainant, may answer said original and amended bills, and that the complainant may have such relief against them, as is prayed in the original bill against the defendants, Mehaffey, Bloodgood and Sherman and such other relief as to said new defendants, as it may show itself entitled to; and also prays for an order of publication giving notice to said Marsh and all persons who may have been creditors of complainant on September 30th, 1857, and secured by said deed of trust of that date, remaining unsatisfied, whether residents or non-residents of this State and who are unknown to complainant, of the substance and object of said original and amended bills in this cause, and warning them to appear and answer same, &c.

This said amended Bill, before any order of publication was issued, was also further amended, stating in said amendment the filing of the original bill against said Mehaffey, Bloodgood and Sherman and the substance thereof; and also, the filing of said amended Bill against them, and said Luther R. Marsh, and unknown parties as aforesaid, who might become parties defendant herein, of the substance of said original and amended Bill as aforesaid; which said last amendment was filed in this Court on May 10th, 1862, and also states that in said first amendment it was accidentally, and without any intent to delay or injure any one interested in this cause, omitted to pray for any order of publication or process against said defendants Mehaffey, Bloodgood and Sherman, notifying them of said first amendment, and warning them *to* appear and answer the same; that shortly after the filing of said first amended Bill, and before any order of publication could be prepared, &c., it was advised that by inadvertence solely, a prayer for such last order of publication or process was omitted, and a petition was filed, and other proceedings were had in this cause in said Court as will appear.

Said last amendment further states, that said Mehaffey, Bloodgood and Sherman still continue to be non-residents of this State, and that the object of this last amendment is simply to ask for an order of publication notifying said Mehaffey, Bloodgood and Sherman of said first amendment and warning them to appear and answer the same, and that said omission was merely by inadvertence, and without any intention to delay the said cause &c. It then proceeds to pray for an order of publication giving notice to said Mehaffey, Bloodgood and Sherman of the substance and object of said two amendments of said original bill, and warning them to appear and answer the same; and also giving notice to said Luther R. Marsh, and any other creditors of complainant unknown to it, and secured by said deed of trust of September 30th, 1857, whether the same be residents or non-residents of this State, having valid unsatisfied claims against complainant, and who may become parties defendant herein, of the substance and object of this said original and amended Bill, and of this last amendment also, and warning them to appear and answer same &c.

It is thereupon adjudged and ordered, this 28th day of May, 1862, that the complainant, by causing a copy of this order to be inserted in some newspaper published in the city of Cumberland, once in each of four successive weeks before the 29th day of June next, give notice to the said absent defendants of the object and substance of this bill, and warn them to appear in this court, in person or by solicitor, on or before the 30th day of Sept'r. next, to answer the premises and show cause, if any they have, why a decree ought not to pass as prayed.

H. RESLEY, Clerk.

True copy—
Test—H. RESLEY, Clerk.
May 29, 1862—5t.

The Calvert Iron Works,

BALTIMORE, MD.,

MANUFACTURES

Rail Road Spikes, all sizes and kinds; **Rail Road Chairs,** every pattern; **Bridge Bolts, Car Bolts, Boiler** and **Tank Rivets, Boat Spikes, Horse Shoes, Mule Shoes.**

Coal Companies and Railroad Companies supplied with the above and every article of iron they may need—at short notice.

J. HOPKINSON SMITH,
25 South Charles Street.
May 29, '62—3m.*

ADMINISTRATOR'S SALE
OF
VALUABLE
Coal Property.

BY virtue of an order passed by the Orphan's Court of Baltimore city, the undersigned, as the Administrator of John S. Tough, deceased, will offer at public sale, to the highest bidder, at the Ætna Mines, near Frostburg, on Monday, the 2nd day of June next, at 10 o'clock, A. M., the following property to wit:

A lease of certain Coal Lands, commonly known as "The Etna Mines," which will expire on the 1st day of April, 1868, and which is subject to a royalty of fifteen cents for every ton of coal taken out of said Mine, to be paid monthly. The lease is recorded among the Land Records of Allegany County, or can be seen by application to the undersigned, and will show all the covenants between the lessor and lessees, to which reference is here made. To which lease is permanently attached, during the continurnce of said lease, a valuable and complete stationary engine and machinery, used to draw the coal and pump the water from the Mines. An engine house, with other buildings now on the premises, will be sold with the said lease, to be used for the purpose of mining coal from said Mine during the continuance of said lease. At the expiration or completion of the covenants in said lease the purchaser to become the absolute owner of all the machinery, engine and so forth.

The Farm attached to the leasehold property will go with the same during the continuance of the lease, upon the payment of the annual sum of $40, on the 1st day of April in each year.

The undersigned will also sell at the same time and place, the following property, either connected with or separate from said lease, as will best suit purchasers or as they may determine on the day of sale, viz:—

In addition to the stationary engine and machinery, there will be sold 51 Mine Cars, Scales, 1 Horse, 1 Mule, and every article necessary to the successful mining of coal; together with Blacksmith Shop, and all the necessary tools for mining purposes; railroad switches, and so forth.

To any one desirous of going into the coal trade the above property offers every inducement. It is a valuable property, being the nearest coal property to the City of Cumberland.

Terms of Sale as prescribed by said decree: One third of the purchase money on the day of sale, and the balance in two equal instalments of three and six months, with interest. The deferred payments to be secured with the notes of the purchaser, with endorser to be approved by said Administrator.

JOHN EVERETT,
May 22, 1862—ts. Administrator.

List of Letters

REMAINING in the Cumberland Post Office, June 1, 1862. Persons calling for these letters must say they were advertised, otherwise they may not receive them.

A	
Arbour, Wm H	Akers, Horner
B	
Buckholder, Samson 2	Bowman, Daniel H
Black, Joshua	Brugh, Daniel
Brice, Wm	Bell, Elizabeth 2
Beltz, Wm W	Brooks, Henry F
Barnes, Samuel 3	Bullard, Henry
Brown, B	Burks, J W
Blanchard, Purvis De F	Bowers, Jno
Brown, S C 2	Bartholomew, Joshua
Berthard, Albert	Barbor, Samuel
Bittinger, August	Bowman, Jno O
Burrows, Chas	
C	
Cross, Jas F	Carter, Jas T
Castle, Thos 3	Clay, Henry
Cole, William	Cropper, Jno B
Carr, William	Cabbay, Jno A
Christy, Wm	Courtney, Nathan T
Clendennen, Wm	Cain, Pressley G
Crabtree, Eli	Crooks, Lt Robt C 2
Chambers, Michael	Clauson, S
Cummings, Rev D	
D	
Darragh, Samuel	Downs, H H 3
Dean, Strauthers	Douglass, Cath Elizab'h
Daily, Robt W 2	Dabbs, B L H 2
Dufur, Nathan	Darrah, Augustus
E	
Ellis, James	Eaton, Grandison
Elwell, Henry H 2	Eichelberger, Danl G
Edson, Jno M	Esentrout, Christina
F	
Fider, Anthony	Fisher, Margaret
Fichtner, Jonathan	Flora, Murph A
G	
Groves, Theressa M	Groves, Elizabeth Va
Gill, L W	Germinger, Catharine
Galloway, Mr	Gossney, Andrew 2
Graves, Jno & Bros	Gross, Mr
Gramlich, Jno M	Grace, Amelia E
Glendenning, Henry	
H	
Hanlin, Peter O	Hopwood, Joshua
Hamlin, Wm	Harrison, Nathan
Hessinger, Wm H	Higgins, Jno
Harzbarger, Wm	Hughes, J W
Houghton, R C	Haines, Dr J N
Houck, Oliver 2	Hughes, Edward
Hunter, Noah J	Howard, Abraham
Hyer, Harriett	Hoffman, Aaron
Hale, E Webb	Hooker, Capt
Harvey, Jane	Halley, J V
J	
James, Edgar	Jones, Dr J J
K	
Kaiser, Wm	Kemp, Jesse 2
Kelley, Thos M	Kemp, Wm H C
Knight, Sarah A	Kiser, Julia
Kelley, R	Kitchen, Benj
Kyger, N J	Kean, Auntine
Kelley, Mary M	Kimbrel, Benj
Kidney, Lurman O	
L	
Lego, Thos P 3	Lisle, Jno
Limming, Merit	Lindeman, Jno
Linxller, Samuel	Lyndon, Jno
Lemons, Capt Jas	
M	
Morant, Jerry	Mullan, Catharine
Maxwell, Jno	Miller, Mary
M'Cary, Jno	Miller, Wm
Moffitt, John, Jr	Matthews, Wm
M'Cahen, Maria	Menifee, Wm
Medsker, Allen 2	Morgan, Wm
M'Naughton, Abram	M'Attie, Thos
Menzel, Chas H	Moore, C F
Meeks, David	Morton, Dr Thos 2
M'Dermott, Jarvis	Moore, E W
Miller, Jno	Maguire, Sarah
Murray, Jas	Moore, David
Meacham, Lucina	Morris, Capt J B
N	
Nicholson, Samuel	
O	
O'Neill, Elizabeth	Ohr, Wm H
O'Brien, Michael	
P	
Parks, Mary	Pennington, Lt R G
Potter, Jno W	Phelan, Thos
Patrick, Chas W	Pouiton, Wm
Pitzer, Mary J	Perry, W M
Primer, Noah	
R	
Rizer, Wm	Ridgely, William
Roberts, Samuel	Rittsteiger, Jno Geo
Ruckler, G	Reed, Leonard
Robinson, Capt L N	Reigard, Jacob
S	
Snearer, Winfield	Simmons, Jas E
Stephens, Vincent	Simons, Joseph
Smalley, Virgil E	Severens, Jas
Shepherd, Susan	Smith, Jas L
Scott, Richard H 2	Stucker, Jacob
Shriber, Miss M	Sigler, Jacob
Smith, Margaret	Smith, James
Shorthill, James	Stuff, Hezekia
Stiver, Mrs Ann	Stevenson, Geo N
Shiller, Jno	Schwarz, E
Sherlock, Jno O 3	Swarz, Conrad
Sanders, Dennis	Schmol, Christian
Sanders, Elizabeth	Schnyder, Curtis
Sean, Jno L	Scott, Adam
T	
Thayer, Chas	Taffe, Kate
Towson, M	Taffle, Godfrey
U	
Ulster, Samuel	Uphold, Calvin
V	
Vestal, David	Valentine, Mr
Vogel, Frederick	Vorrus, Aaron
Vance, Thos	
W	
Williams, E M	Wilkins, Margaret
Walker, Stephen	Wearing, Jno O
Whitmeyer, Nathan E	Wood, Jas
Wolford, Margaret J	
Y	
Young, Isabel	Young, Elizabeth

GEO. A. HOFFMAN, P. M.
June 5, 1862.—1t.

Estate of John A. Hoffman.

NOTICE is hereby given that the subscriber hath obtained from the Orphans' Court of Allegany county, letters of Administration, with the Will annexed, on the estate of Jno. A. Hoffman late of Allegany co., dec'd. All persons having claims against said dec'd, are hereby warned to exhibit the same, properly authenticated, to the subscriber, on or before the 26th day of December, 1862, otherwise they may by law be excluded from all benefit in said estate. All persons indebted are requested to make immediate payment. Given under my hand this 26th day of June, 1862.

KENNEDY H. BUTLER,
Administrator with the Will annexed.
June 26—3t.

WOOL CARDING,
Fulling, Dyeingand Dressing.
CLOTH, CASSINETTE, LINSEY, BLANKETING, ETC., ETC.

THE subscriber respectfully informs the public, that he continues the above business at his Fulling Mill, 7 miles east of Cumberland, on Evat's Creek.

He has received a supply of NEW CARDS, and will endeavor to satisfy *all* who may favor him with their patronage.

☞ Prices very low.

AGENTS—Messrs. Lownds & Cramer, Cumber'd.
Mr. Charles Gilpin, do.
Mr. McKinley, Flintstone Post Office.
Mr. Geo. Slicer, Murley's Branch.

O. P. HENDRICKSON.
June 5, 1862—3t.

Office of County Surveyor,

ON COLUMBIA STREET, FOUR DOORS FROM POLK STREET.

THE subscriber is ready at all times to make surveys of land entrusted to his care, and, if required, a Topographical Map of the same.

Survey made by Horizontal Measurement, (the only true way to obtain a correct Map or Plat of the tract or tracts surveyed,) and Map or Plat furnished, without extra cost.

June 5, 1862—1y. WILLIAM BRACE.

Estate of Samuel Householder.

NOTICE is hereby given that the subscriber hath obtained from the Orphans' Court of Allegany county, Letters of Administration on the estate of Saml. Householder, late of Allegany county, deceased. All persons having claims against said deceased, are hereby warned to exhibit the same properly authenticated, to the subscriber, on or before the 24th day of Dec'r, 1862, otherwise they may by law be excluded from all benefit in said estate. All persons indebted are requested to make immediate payment. Given under my hand this 24th day of June, 1862.

JOSEPH W. H. POLLOCK,
June 12, 1862—3t Administrator

S. T. LITTLE,

DEALER IN

WATCHES & JEWELRY,

SILVERWARE, &c.

ALL the time something new can be seen at the Cheap Jewelry Store of S. T. Little in the way of

Gold, Silver and Plated Ware; Carbuncles; Garnet, Lava, Coral, Comeo, and Jet Sets.

WATCHES of all the celebrated makers in the world. The American Watch which for time keeping and durability cannot be surpassed.

CLOCKS.—A full assortment of 8 day and 30 hour Clocks always on hand.

SPECTACLES.—This branch will receive my special attention, as the sight is of more value than silver or gold.

Pocket and Table Cutlery of the best manufacture, 200 different patterns.

☞ Watches, Clocks and Jewelry repaired, with neatness and dispatch, at the sign of the Big Watch, Baltimore Street, near the Railroad, Cumberland, Md. Oct. 3, 1861.

PRODUCE HOUSE,

IN WHEELING, VA.

Pryor & Frost,

NOS. 21 AND 23 MAIN STREET,

WOULD call the especial attention of the Merchants and Dealers of this city to their

LARGE STOCK

OF

FLOUR, BACON, SALT, GREEN AND DRIED APPLES, DRIED PEACHES, KENTUCKY KILN-DRIED HOMINY, STAR CANDLES, EXTRA QUALITY LARD OIL, CHEESE, BUTTER, LARD, MACKEREL AND WHITE FISH, ETC., ETC.

Having the *exclusive control* of three brands of CHOICE FAMILY FLOUR, we can at all times sell to dealers at the lowest prices, by dray or car load. Our warehouse being near the depot of the B. & O. R. R. Co., we make no charge for draying. We have also a large stock of Clover, Timothy, Kentucky Blue Grass, Orchard & Herd's Grass Seeds, all of this season's growth.

All orders promptly and faithfully filled, and entire satisfaction guaranteed.

PRYOR & FROST,
21 and 23 Main st., Wheeling, Va.
Dec. 26, 1861—1y

MUTUAL
INSURANCE COMPANY
OF
ALLEGANY COUNTY

REMOVED to the room on Liberty street opposite the Drug Store of J. B. H. Campbell, *CUMBERLAND, MD.*

The Board of Directors meet every Thursday at 4 o'clock, P. M., to determine on all applications for insurance. For forms of application, and any other information, apply to the Secretary, or any member of the Board of Directors.

OFFICERS.

WILLIAM R. BEALL, President.
JOHN GEPHART, Secretary.
J. B. H. CAMPBELL, Treasurer.

DIRECTORS.

William R. Beall,	J. B. H. Campbell,
Hopewell Hebb,	H. D. Wineow,
William R. McCulley,	D. Saylor,
A. L. Withers,	D. W. McCleary,
F. Minke,	Thomas Devecmon,
F. M. Gramlich,	John Coulehan.

Notes offered for Discount will be acted on the regular meetings of the Board.

June 16, 1859.—1y.

S. DAVIS, JR. & CO.'S
NEW BACON.
SHOULDERS, HAMS AND SIDES.
DIAMOND
Sugar Cured Hams,
Sugar Cured Beef,
Beef Tongues, &c.

Just received and for sale by
WM. R. BEALL & CO.
March 6, 1862.

Road Notice.

NOTICE is hereby given to all whom it may concern, that the undersigned will make application to the county Commissioners of Allegany county at their meeting in June next, for the appointment of Commissioners or viewers to go upon the premises and determine whether the public good does not require the closing up of the road leading from the Town Creek Aqueduct to Oldtown, or so much thereof as they may think proper, and open a new road from Lock No. 67, by Jas. Matthews to Oldtown (in district No. 7,) in said county.

JOHN HARTLEY,
JAMES CRABTREE, Jr.,
JOHN GLENNON,
M. J. PIPER,
May 1—1m. LLOYD LOWE.

Dissolution of Copartnership.

THE partnership heretofore existing between the undersigned, in the practice of the law in Maryland, at the City of Cumberland, under the name and firm of G. A. & C. B. THRUSTON, is hereby DISSOLVED from and after this fifteenth day of May, 1862. Our clients, and such as may desire to avail themselves of the services of either of us hereafter, will please address, individually, that one of us whom they may prefer. All business now in our hands, undisposed of, will receive our joint attention until finally settled or disposed of, and all moneys due us or our clients may be paid to either of us.

GEORGE A. THRUSTON,
CHARLES B. THRUSTON.
Cumberland, May 29, '62—3w.—F. T. U.

Land For Sale.

I AM authorized to sell a tract of land lying in the Glades, called QUINQUAGESIMA, comprising Lots 3226, 3227, 3230, 3232, 3234, 3235, 3236, 3051, 3053, 3055, 3057, 4151, 3179, 3077, 3078, 3073, 3074 and 3038, containing about nine hundred acres. The tract lies in the valley of Bear Creek, near the farm of the late John McHenry, and will be sold very low. For further particulars apply to the subscriber.

T. L. PATTERSON,
May 8, 1862—4t. Cumberland, Md.

NOTICE TO TAX PAYERS.

I WILL proceed to enforce the payment of the State and County Taxes, for 1860 and 1861, by distress or execution, in all cases, without exception. Sufficient time has been given. I must close up the business, and will do it so far as the laws enable me. If persons are distrained it will be their own fault. If they wish to avoid costs let them pay up. They know their taxes are unpaid and that it is their duty to pay them, and as they have failed in this duty I will endeavor to perform mine. I cannot send after them for ever.

WILLIAM WALSH,
Trustee of John Callan, Collector.
March 6, 1862—tf.

Dr. GEO. B. FUNDENBERG

HAS resumed the practice of Medicine. OFFICE and residence on Center Street, Shriver's Row, in the house lately occupied by James Schley, Esq. May 1, '62.

MAGISTRATES' BLANKS For sale at this Office