Peregrine Fitzhugh continued to operate said Iron Works to make and vend Iron as Copartners until the 21 day of April 1858 and have and occupy the said Iron Works and all the personal property goods chattels effects at and upon the Catoctin Furnace property & elsewhere of every kind and nature as Copartners and as Copartnership property, that on the 21 day of April 1858 the said Peregrine Fitzhugh and your Orator by mutual consent dissolved their Co. partnership upon the terms stipulations and agreements specified and set forth in an Article of agreement and Mortgage deed dated on the 21 day of April 1858 executed and acknowledged by the said P. Fitzhugh in which are recited the stipulations and terms of the dissolution of said Copartnership that by the said Mortgage of the 21 day of April 1858 as aforesaid the said P. Fitzhugh did bargain and sell to your Orator all the goods chattels property effects Estate choses in action of the late firm of Fitzhugh and Hunter at Catoctin Furnace, or elsewhere of every kind nature or description whatever &c with certain reservations and for the purposes specified in the said Mortgage of the 21 April 1858 which Mortgage deed and every part thereof is here exhibited as a part of this Bill Marked Exhibit A No 2 Your Orator further shewth unto your Honor that the said P. Fitzhugh after the dissolution of the said Copartnership under and by virtue of said agreement and stipulation as one of the Copartners took possession of said Catoctin Furnace, and all the property thereunto belonging real and personal which was owned by your Orator and the said P. Fitzhugh as Copartners at the time of their dissolution of the partnership to operate said Furnace and to manufacture Iron at said Furnace upon the terms stipulations and conditions of the Mortgage &c of the 21 of April 1858 Your Orator further charges that the said Peregrine Fitzhugh is now in the actual possession of all the property real personal and mixed of every sort and description which belonged to the said Copartners at the time of the dissolution of said Copartnership the said partnership transactions never having been settled, that said late firm owe large sums of money to sundry persons and mercantile institutions which must be paid with the proceeds of the sales of said partnership property as the Copartnership is dissolved leaving said property to pay partnership debts, Your Orator further states and charges that by reason of the hard times and the pressure on the mercantile markets the said Peregrine Fitzhugh has not been able and in truth and in fact has not complied with the terms stipulations of the said Mortgage of the 21st of April 1858 and that he is unable to comply with said conditions and stipulations and that he has utterly failed to do so that the said P. Fitzhugh has sought to took charge of the said partnership property to operate said Furnace &c has manufactured at said Furnace out of the materials of the said firm a large quantity of Iron (by Wt) about one thousand tons the greater part of which is now unsold and unaccounted for and under the control of the said P. Fitzhugh for which your Orator is advised he is bound to account to your Orator as the said Mortgage under the Deed of the 21 April 1858 &c as one of the Copartners of the late firm for which the said P. Fitzhugh as your Orator is informed and believes is ready and willing to give a further account together with all the Copartnership property and effects of every sort and description in his possession and under his controul. Your

Orator further states that he is advised and he believes that Charles E. Trail Esquire who holds a Mortgage for a large sum of money on the said Catoctin Furnace property has filed a Bill in your Honorable Court there being several other Mortgages on said Real property for the purpose of obtaining a sale of said Mortgaged premises to pay said Mortgage debts, or so much thereof as shall be found due according to the rules of Equity, Your Orator further shewth unto your Honor that on the 25th day of November 1856 the said Peregrine Fitzhugh and Margaret Fitzhugh his Wife and Sophia Fitzhugh granted sold and conveyed to the said Jacob M. Hunter your Orator the undivided moiety of in and to all the Lands Tenements and real Estate of Peregrine Fitzhugh situate in the County and State aforesaid supposed to contain seven thousand acres of land &c and known as the Catoctin Iron Works and the lands thereto attached &c and also the said P. Fitzhugh and Sophia Fitzhugh on the day and year aforesaid bargained and sold to the said Jacob M. Hunter your Orator the undivided moiety of in and to the following personal property making at the Catoctin Iron Works aforesaid viz Six teams of horses and Mules including Wagons and harness, Coal on hand 14 hundred cords of Wood on hand the Cole mined Furnace and Rail Road cars and Furnace tools blacksmith and Carpenters tools Wagons carts Farming utensils car Mules Park Mules and Cart Mules &c which deed of conveyance or a true copy thereof is here Exhibited Marked Exhibit A No 3. Your Orator further shewth unto your Honor that on the 11 day of July 1855 the said P. Fitzhugh conveyed to Sophia Fitzhugh his Mother by deed sold Wagons 4 Mules 6 horses and the harness and gearing belonging to said Mules as collateral security to said Sophia as the security of said P. Fitzhugh on a Note of Four thousand dollars to one John Johns a true copy of said last mentioned deed as here Exhibited Marked Exhibit A No 4 Your Orator states that he has no knowledge of the transaction of the said last mentioned deed and he does not admit that the said Sophia Fitzhugh is entitled to any money under and by virtue of said deed or Bill of sale nor she must make good her claim if she have any before the Auditor after the sale of the partnership property, Your Orator further states that the said Sophia Fitzhugh and Sarah Margaret Fitzhugh the Wife of P. Fitzhugh pretend to claim an interest in and to the personal property claimed by your Orator, and the said Peregrine Fitzhugh as Copartners for the sale of which this Bill is filed by virtue of a deed of Mortgage given by the said P. Fitzhugh to Sophia Fitzhugh his Mother and Sarah Margaret Fitzhugh his Wife dated the 9th day of October 1856 a true copy of said last mentioned deed is here Exhibited Marked Exhibit A No 5; Your Orator does not admit that the said Sophia Fitzhugh and Sarah Margaret Fitzhugh have any right or claim to said Copartnership property or any part thereof and therefore they are left to make out their claim by proof before the Auditor in the distribution of the money in this case &c Your Orator further states that the parties interested in this property in question claimed as partnership property should be sold by a trusted a trustee to be appointed by your Honorable Court and the money the proceeds of sale brought into your Honorable Court to be disposed of