in use and the said Mount Savage Iron Company was in the receipt of wharfage dues therefrom from Coal & Shipped at said wharves pursuant to said Articles of agreement, and to be distributed among the parties entitled under said Articles of agreement. Your Complainant further avers and charges that by the said Articles of Agreement of 8th of September 1849 the said parties of the first part therein including the said George Lynn, did covenant and agree with the Mount Savage Iron Company to convey to it as much of the said piece of land between Flat Street and Chase Street continued towards the Potomac River and the Potomac River as might be necessary for the tracks sidelings and switches running upon or along the wharves slips or other improvements which may be made upon said piece of land That the said tracks sidelings and switches which have been erected upon or along the wharves which have been received over the same land in which said wharves are located the construction of said Rail Road sidelings and switches upon and along said wharves being such, that the said wharves and rail road sidelings and switches over the same land all of which both wharves and roads sidelings and switches were built and in use under said Articles of agreement at the time of the making of said paper writing between the said George Lynn and John G Lynn of 21st Octo 1852 though the Complainant admits and states that much of said piece of land lying between Flat Street and Chase Street extending towards the Potomac River and the Potomac River has not as yet been conveyed under the said agreement of 8th September 1849.

Your Complainant further charges and avers that the said Mary Lynn departed this life prior to the 21st October 1852, your Complainant is advised and so insists that by the operation and effect of the aforesaid deed of trust to James McSchley all the property therein conveyed in trust to him for the purposes of sale and conversion into money is in the Court of Equity and ought there in action or personal estate and that the only lien by the said George Lynn in said property at the date of the execution of the paper writing between himself and your complainant of the 21st 1852 was the right to receive from the said James McSchley a portion of the purchase money for sales of said property as sales thereof should be made and the proceeds should be received by the said James McSchley that the right or interest thus held by the said George Lynn was by the aforesaid paper writing between them of the 21st October 1852 pledged to the said John G Lynn as security for the payment of the twelve thousand dollars mentioned therein, and that by virtue thereof the said John G Lynn was and is vested with the right to demand have and receive from the said James McSchley so much of the proceeds of any of said lands as now is or may at any time hereafter be in his hands as would have been payable to the said George Lynn in his lifetime or his executor after his death until the aforesaid debt due to him from the said George Lynn mentioned in said paper writing shall be fully paid and discharged, and that such right of your Complainant also embraces all the rents issues and profits of such property proceeding therefrom even before such sale or sales may be effected by said trustee.

That as to the proceeds of said Cement property embraced within the Rose Hill Estate your Complainant claims that he is entitled to have paid to him such equitable proportion of the rents or proceeds thereof as would be equal to an apportionment of said rents which is equitably apportionable to the said quarries and kilns

as against the said Mill in which the same is manufactured, out of the share of the rents or proceeds thereof which would be the share of the said George Lynn

That on the day of eighteen hundred and the parties beneficially interested in said property leased the said Cement Mill quarries and kilns to the George Lynn by a written lease a copy of which is herewith filed as part of this bill marked Exhibit No 4 and that the said George Lynn entered into possession thereof under said lease and so continued up to the time of his death and that since his death the said John G Edwards as administrator of the said George Lynn has sold the unexpired term of said lease to Virginia Lynn widow of the said George Lynn, subject to the payment of the rents reserved in said lease.

Your Complainant is further advised and so insists that under and by virtue of said paper writing the said Complainant is entitled to have and receive from the Mount Savage Iron Co or from the person who has been appointed by the beneficiaries of the two thirds of the Wharfage under the aforesaid agreement of the 8th September 1849 the share or proportion thereof which would from time to time have been paid to the said George Lynn had he lived and to his representatives since his death but for said paper writing of the 21st Octo 1852.

Your Orator is further advised that whatever parts of the said Rose Hill Estate Cement property including the Mill site and wharf property may be determined by your Honorable Court to have been at the date of 21st Octo 1852 real Estate in the said George Lynn has been by the said paper writing of that date between your Orator and the said George Lynn equitably mortgaged to your Orator as security for the aforesaid indebtedness of twelve thousand dollars. Your Orator further represents to your Honor that Jonathan W Magruder before the death of said George Lynn had been selected by the beneficiaries as the person to receive from the said Mount Savage Iron Company the aforesaid two thirds of the Wharfage receipts and has acted as such receiver, and is still acting as such and will probably continue and that the said Magruder by an understanding also had before the death of the said George Lynn between the parties to the said deed of trust to said James McSchley and to said agreement with the Mt Savage Iron Co and the representatives of such of them who are dead, was agreed upon as a person who should receive the rents of said Cement property and the rents issues and profits of the said Rose Hill Estate other than the proceeds of sales made by the said James McSchley; and that said Magruder is now so acting and will continue so to act.

And your Orator is advised and so insists that he has right and title under and by virtue of the said paper writing between him and the said George Lynn to have demand and receive from the said J W Magruder the share of all such wharfage and of the rents issues and profits of said Cement property including Mill and of the rents issues and profits of said Rose Hill Estate other than proceeds of sales which may be received by him as aforesaid and which would have been the right and share of the said George Lynn but for said paper writing.

Your Orator further states that of the aforesaid sum of twelve thousand dollars due by the said George Lynn to him as aforesaid there has been paid the sum of Nine thousand dollars that as a means of the payment of said Nine thousand dollars the said George Lynn gave to your Orator according to his best recollection Three Notes of Mr O Lancaster for one thousand