dollars each which have been fully paid to your Orator the dates of which Notes and the times when payable your Orator has no present means of knowing but appears they must be in the possession of the said Hardesson it may be among the papers of the said George Lynn in according to the recollection of your Orator the money to pay said Notes was paid to him not by the said Hardesson himself but by the said George Lynn that said Notes were paid to your Orator along from time to time during the years 1854 1855 and 1856 and that is as full and accurate information of the payment or account of said encumbrances as your Orator at this time able to give and that should he hereafter be enabled to give any fuller information on the subject of payments he will feel in this case to amend statement thereof.

Your Orator further represents to your Honor that on the 21st October 1852 the said George Lynn was the owner of the Seventh interest or share in said Rose Hill Estate or its proceeds and of and Seventh in the aforesaid piece of property between Flat Street and the Potomac River and seventh of which he assigned by consent and Mortgage of your Orator to and John A Greenham on the 20th June 1853 and that the said George A Lynn on the 21 October 1852 owned and undivided seventh in the property upon which the Cement Mill stood Your Orator further represents to your Honor that the said George Lynn departed this life intestate over about 10th Dec 1860 leaving surviving him a Widow Virginia Lynn and the following named his only children and heirs at law Mary intermarried with a certain John C Slevin Virginia Lynn Nancy Lynn and Chester Lynn of whom the said Virginia Nancy and Chester are infants under the age of twenty one years.

To the end therefore that the legal and equitable rights of your Orator may be established and ascertained by decree of your Honorable Court, and the nature and extent of his rights under the paper writing between himself and the said George Lynn of 21st October 1852 may be declared certain and determinate by decree of your Honorable Court; and that the said James M Schley may be decreed to pay over to your Orator from time to time as he may receive the same the proceeds of the sales of all such parts of the Rose Hill Estate conveyed to him by the deed of trust aforesaid as he may make sales and receive the same and all the proceeds of sale already made and not paid over as under said deed of trust and to the share of the said George Lynn and that the said J N Magruder as receiver of the said his thirds of the proceeds of the charge under the agreement with the Mt Savage Iron Co of the 8th Sept 1849 and as receiver of the rents issues and profits of the Cement property under the aforesaid lease to the said George Lynn and as receiver of all other rents issues and profits of said Rose Hill Estate, other than proceeds of sales; and that upon the expiration or other sooner of the lease to the said George Lynn that the said James M Schley may be directed if he leases the said Cement property to have fixed and determined by said lease a distinct and separate amount of rent to be paid for the rent of the Mill and another distinct and separate amount of rent for the said Quarries and Kilns, and that such part of said rent as may arise from said Quarries and Kilns may be paid over to your Orator by the said James M Schley or Jonathan N Magruder or whoever may receive the same as proceeds of the Rose Hill Estate to the extent of the share of the said George Lynn therein.

And in case your Honor shall decree that the interest and estate of the said George Lynn at the time of the execution of said paper writing of the 21st Oct 1852 in the said Rose Hill Estate conveyed to said James M Schley as aforesaid and in said Wharf property and Cement property was real Estate, that your Honor may decree a sale thereof to satisfy the money due to your Orator by the said George Lynn under said paper writing as an equitable Mortgage thereof to your Orator to secure said debts And that your Orator may have such further and other relief as the nature of his case may require.

May it please your Honor to grant unto your Orator the writ of Subpoena directed to the said James M Schley Virginia Lynn Widow of George Lynn deceased John A Steers and Mary Steers his wife Virginia Lynn Nancy Lynn and Chester Lynn and John H Edwards administrator as aforesaid Jonathan N Magruder commanding them and each of them to appear in your Honor's Court at some certain day to be therein named to answer the premises and to abide and perform such decree as may be passed in the premises And your Orator will ever pray &c

George A Pearre J M Schley Solicitors Complt

True copy of original bill filed March 25th 1861 in No 1387 Equity in the Circuit Court for Allegany County Maryland Test Horace Resley Clerk

And afterwards to wit on the third day of October in the year last aforesaid came the parties by their counsel and the Defendants in the words following to wit.

George T Gephart et al vs John C Slevin et al

No 1376 Equity

To the Honorable Hance Weiss Judge of the Circuit Court for Allegany County as a Court of Equity. The petition of Robert Read and Nelson O Read partners trading under the firm and style of R Read & Bro respectfully represents to your Honor that they the said R Read & Bro are creditors of the said George Lynn deceased in the sums mentioned in the following amounts to wit For the sum of Five hundred and thirty one and 56/100 dollars with interest from the 13th day of October 1860 and for the sum of Five hundred and thirty one and 56/100 dollars with interest from the 16th day of November 1860 and for the sum of One hundred and seventy four and 77/100 dollars as will fully appear by reference to the promissory Notes and an open account herewith filed and marked respectively Exhibits No 1 No 2 No 3. And your Petitioners further represent to your Honor that they have received no part of the above mentioned indebtedness and that they are willing of made parties to the above cause to bear their portion of the expenses of the same and of the burthens thereof.

They therefore pray your Honor that by order of your Honorable Court they may be made parties Complainant in said cause and have the same rights and privileges and be subject to the same liabilities and burthens as though they had been original parties and Complainants thereto And your petitioners will ever pray &c

R Read & Bro

The Exhibits referred to in said petition and filed therewith are in the words following to wit. $531 56/100 No 1 No 1 Cumberland Augt 13th 1860

Ten months after date I promise to pay R Read & Bro or order Five hundred and thirty one 56/100 dollars value received Negotiable and payable at the Commercial Bank of Allegany

George Lynn

Allegany County Sct The within Note proved by Robert Read this 29th day of May 1861 and passed in open Court Test J B Wickersham Register