17th day of December in the year 1850 convey to the said James McSchley and
estate in fee in and to said said property therein by representation as the Rose
Hill Estate in trust for the uses and purposes in said deed mentioned and set
forth of which said last mentioned deed of Just Complainants Exhibit No 1 is a
true copy.

And this Respondent further admits that the agreement of which the Com-
plainant Exhibit No 3 is a true Copy bearing date the 8th day of September
in the year 1849 was duly executed and acknowledged by the parties thereto and
recorded amongst the said Records of said Allegany County as alleged in said
Bill of Complaint. And this respondent further answering admits that shortly
after the execution of the said agreement the Mount Savage Company party of the
second part thereto in pursuance thereof took possession of the said parcel of
land in said agreement described and with thereon certain wharves railways
tracks and switches in the manner contemplated and expressed in said
agreement, and that the said Mount Savage Iron Company was in
possession of the land so occupied by the said wharves Railway tracks and
switches from a short time after the date of the agreement aforesaid up to the time
of filing the said Bill of complaint - And of the said wharves Railways tracks
and switches erected thereon from the time of their erection and completion prior to
the 21 day of October in the year 1852 up to the filing of the said Bill of Complaint.
And this Respondent further admits that prior to the said 21st day of October
in the year 1852 the said Mount Savage Iron Company had been and
was in the receipt of wharfage dues from the said wharves and improvements
accruing from the shipment of Coal thereat pursuant to the said agreement
and properly distributable amongst the parties entitled thereto in their first
proportions under and according to the terms and provisions of the said
agreement bearing date the 8th day of September in the year 1849 of
which Complainants Exhibit No 3 is a copy this operation and effect whereof
is respectively submitted to this Court. And this respondent further
admits that only so much portion of the land which was stipulated in and by
the said agreement to be set apart for the erection of the wharves slips and
other improvements mentioned in the said agreement has in fact been occu-
pied and used by the Mount Savage Iron Company as aforesaid and that the
same ground is occupied and covered by the said wharves Railway tracks
and switches (the said Railway tracks and switches being constructed
upon and along the said wharves) and that all said wharves railways tracks and
switches were erected completed and in use under the said agreement prior to the
said 21st day of October in the year 1852. And this Respondent also admits
that the said Mary Lynn widow departed this life prior to the 21st day of October
in the year 1852. And this Respondent further answering admits the execution
on the day it bears date of the paper writing exhibited with the Bill and
marked No 2 by and between the said George Lynn and the said Complainant
in the presence of the said James McSchley but this respondent is advised and
moreover insist that the interpretation and effect sought to be given to the said
Exhibit No 2 by the Complainant in his said bill is manifestly illegal
inequitable and unjust. And this Respondent admits further that on or
about the first day of December in the year 1858 the said Jonathan W Magruder
John T Lynn Ann B Feigleman Ann S Lynn James McSchley John A

Graham and George Schley made executed and delivered unto the said George Lynn
a Lease of their interest in the said Cement Hill quarries and kilns thereof
Complainants Exhibit No 4 is a true Copy and the said George Lynn entered and
took possession of the said Cement Hill quarries and kilns up to the time of his
death; and that the said John T Edwards as administrator of the said George Lynn
has sold the unexpired term of the said Lease to this Respondent. And this Respondent
believes and therefore admits that the said Jonathan W Magruder before the death of
the said George Lynn had been selected by the parties entitled to receive from the said
Mount Savage Iron Company the aforesaid his thereof of the said wharfage dues as
the person to collect the same and has acted hitherto in that capacity and does
still collect the same but whether the said Jonathan W Magruder still continued
so to do this Respondent does not know and cannot say.

And this Respondent also believes and is believing admits that the
said Jonathan W Magruder before and since the death of the said George Lynn has
been acting as Receiver of the rents issues and profits of the said Rose Hill
Estate or so much thereof as from time to time remained unsold by the said James
McSchley trustee and of the said Cement property but by what authority or how or when
conferred this Respondent does not know. And this Respondent further answering
says that he has no knowledge of and therefore can neither admit nor deny
the mode of payment of the sums of Money they said arrears admitted to have been
received by the Complainant from the said George Lynn in part discharge of
the Complainants alleged claim against the said George Lynn arising under
an alleged contract of sale of the Complainant to the said George Lynn of forty hundred
shares of the Capital stock of the Scranton Coal and Iron Company of Allegany County
And which said contract of sale does alleged exhibit and its fulfilment insured
or intended to be by the aforesaid instrument of writing exhibited as part of said
Bill of Complaint marked Exhibit No 2. And this Respondent admits that
the said George Lynn departed this life on the 10th day of December in the year
1860 leaving surviving him a widow (this Respondent) and the following named
offspring his heirs at law Mary intermarried with John C Steven Virginia
Lynn Francy Lynn and Chester Lynn of whom Virginia Francy and Chester
are infants in law being under the age of twenty one years. But in respect
to the quantity or extent of interest held by the said George Lynn either on the
21st day of October in the year 1852 or at the time of his death in or to the
said Rose Hill Estate " or the land on which the said Cement Mill stands
or the said wharf property or what assignment of any was made by the said
George Lynn of said Wharf property to the said John A Graham or to any other
party this respondent cannot of her own knowledge speak with distinctness and
certainty and therefore she neither admits nor does the Complainants allegations
on the subject but leaves him to make such proof thereof as he may be advised
is material and proper for him to do.

And this Respondent cannot according to her information and
the advice she has received admit and therefore she denies that the words to
wit " The Wharf and Cement property " and the " Rose Hill Estate " as
used in the said instrument of writing marked Exhibit No 2 were meant
or intended to be construed and understood in the sense alleged by the Com-
plainant in his said Bill and she particularly denies, that the words to
wit " The wharf and cement property " so now were ever intended to comprehend