and includes the said Cement Mill mentioned in the said Bill of Complaint or the ground on which it was standing, or any part of the land described in the said agreement of which Complainants Exhibit No 3 is a copy, or any other land than that at the date of the aforesaid Exhibit No 2 was actually covered and occupied by the wharves, sidelings and railways, vats & kiln erected thereon. And this Respondent further answering denies that the aforesaid deed of trust to the said James McSchley of which Complainants Exhibit No 1 is a true copy can have the operation or effect at law or in Equity as pretended and alleged by the Complainant in his said Bill of Complaint the property thereon described and conveyed in trust and the several interests of the grantors in said deed and were at most in action or purely exclusively personal and subject to the lex loci and arbitrament. She therefore denies that the estate and interest of the said George Lynn in the property conveyed by the said deed of trust to the said James McSchley became and was merged by the execution of said deed into the simple right and nothing more) of receiving or collecting merely his share of the purchase money derived from sales to be made of the trust property as it might from time to time be received by the trustee from purchasers. But this Respondent is advised and believes and therefore insists that the object of the parties to the said deed executed as aforesaid to the said James McSchley as declared and set forth in said deed was merely to vest the legal title of the land and estate mentioned in said deed in the said James McSchley for the greater certainty and convenience of conveying the same to purchasers and thereby avoiding the legal difficulties that might result should any of the grantors die leaving infant heirs" and that therefore the rights of the grantors in and to the property conveyed by said deed were in no other way affected and qualified by said deed than to change the nature and character thereof from legal to equitable rights or in other words to convert the estate of the owners of said land (the grantors in said deed) from a legal to an equitable estate in fee that all the gainful interests of the said grantors remained the same in the said land after the execution of the said deed of trust as they were prior to the said deed and that consequently the said George Lynn continued to be seized during his life time as tenant in common of an equitable estate in fee in all the property conveyed by the said deed of trust to the said James McSchley excepting such parts thereof as were sold by the said James McSchley pursuant to the said deed, and that the undivided equitable estate in fee of which the said George Lynn died seized in and to said property descended upon the death of the said George Lynn to his heirs at law subject to this Respondents rights of dower: all which her said rights of dower in and to said property this Respondent submits to the cognizance and protection of this Court and prays that she may have the same benefit thereof as though she had not united in the said deed of trust which was executed as before alleged for no other consideration than to facilitate the transportation of titles to various purchasers to whom the said James McSchley the common agent of the grantors might from time to time make sale of a part of said property. But this Respondent is advised and therefore insists that of the receiving and decision of this Court should be in conformity to the Complainants construction of said deed of trust that all the rights of the said George Lynn in and to the property mentioned

therein were converted and changed into a mere right to receive from thenceforth a proportion share of the purchase money as sales of said property might from time to time be made by the said trustee. But this Respondent would be entitled nevertheless to hold and receive from the said trustee out of the proceeds of such sales as had been made by him since the death of the said George Lynn and which may hereafter be made by him during her life time such allowance from the share of said proceeds accruing to the representatives of her said deceased husband as the rules of Equity and the practice of this Court to widows in lieu of dower out of such sales of real Estate of which they are seized are made with their consent under a decree of this Court. And further that of the rents issues and profits which have accrued from any part of said property since the death of the said George Lynn or which may hereafter accrue during her life time she would be entitled to hold and receive one third part of the share thereof belonging and appertainable to the representatives of the said deceased. Any such allowance or decision of this Court as aforesaid promised to be contrary notwithstanding. And this Respondent further answering says that she is advised and therefore insists that of this Court should recognize and treat the aforesaid instrument of writing shewn by Complainants Exhibit No 2 to be a valid subsisting agreement and evidence sufficient to support the Complainant claim to a balance of three thousand dollars with interest which he alleges to be still due him on account of the 400 shares of stock of the Scranton Coal and Iron Company of Allegany County sold by him to the said George Lynn - yet the said instrument of writing cannot be construed and understood as reaching and operating to the extent and in the manner claimed for it by the Complainant. She therefore denies that the said instrument of writing operated as a Mortgage to the Complainant of the said George Lynn's interest in the Rose Hill Estate including the wharf and Cement property to be held as security for the purchase money to be paid for shares of stock under said agreement or that it had any other operative binding or alienating effect whatever upon said interest or any part thereof. For she avers that the said George Lynn exercised the same authority and control over his said interest in the Rose Hill Estate including the wharf and Cement property and had the same actual and beneficial possession and use of his said interest until the time of his death on the 10th day of December in the year 1860 and she therefore equitably denies (whether the said George Lynns interest in the Rose Hill Estate including the wharf and Cement property be considered as real or personal property) that the said instrument of writing has any validity or effect whatsoever in respect to said property and she is advised & insists that the mere word of sight to be enforced as a Mortgage bill of sale or other assignment of property for want of the form and acknowledgement and of the Complainants affidavit endorsed thereon such as are necessary under the laws of this State to give it efficiency as a title paper in such cases. And as a further reason why this Court should not give effect to the said instrument of writing as a lien or Mortgage security and thereby entitling the Complainant to priority of payment to the great detriment and loss of other Creditors of the said George Lynn: