and where of the Complainants Exhibit No 1 is a true copy.

And these Respondents further admit the execution and acknowledgment by and between the said Mary Lynn William Lynn Anna S Lynn John T Lynn Rebecca D Lynn George Lynn Virginia Lynn Jonathan W Magruder Mary Magruder Anna B Seligman Frederick A Schley Barbara Schley James Chesley Lynn and the Mount Savage Iron Company of the agreement bearing date the 18 day of September in the year 1849 where of the Complainants Exhibit No 3 is a true Copy and that the same was recorded among the Land Records of Allegany County on the 19th day of September 1849 as is alleged in the Bill of Complaint.

And this Respondent further answering admit that shortly after the execution of the said agreement bearing date the 8th day of September in the year 1849 as aforesaid the said Mount Savage Iron Company in pursuance thereof possessed itself of the said parcel of land in the said agreement described and proceed to erect and construct upon a portion thereof certain wharves Railways tracks and switches as contemplated and provided for in the said agreement, and that the said Mount Savage Iron Company were in possession of the said land so occupied by the said wharves Railways tracks and switches from a short time after the date of the agreement aforesaid up to the time of the said Bill of Complaint and of the said wharves Railway tracks and switches erected thereon from the time of their erection and completion prior to the 21st day of October in the year 1852 up to the time of the filing of the said Bill of complaint And these Respondents further admit that prior to the said 21 day of October in the year 1852 the said Mount Savage Iron Company had been and were in 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 among the parties entitled thereto in their just proportions under and according to the terms and provisions of the said agreement.

And these Respondents having admitted the execution of the said agreement bearing date the 8th day of September in the year 1849 of which Complainants Exhibit No 3 is a copy the operation and effect thereof is respectfully submitted to this Court. And these Respondents further admit that any a small portion of the land which and so much of which as might be necessary for the purpose 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 occupied by the wharves Railways tracks and switches so erected and constructed 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 continued upon and along the said wharves and that all said wharves Railway tracks and switches were erected and completed and in use under the said agreement prior to the said 21st day of October in the year 1852. And these Respondents also admit that the said Mary Lynn departed this life prior to the 21 day of October in the year 1852. And these Respondents further answering admit the execution on the day it bears date, of the paper writing exhibited with the bill and marked No 2 by the said George Lynn and the said Complainants in the presence of the said James M Schley but these Respondents will hereafter insist that the interpretation and effect sought by the Complainant

in his said Bill to be given to the said Exhibit No 2 is manifestly inequitable and unjust.

And these Respondents admit further that on or about the first day of December in the year 1858 the said Jonathan W Magruder John T Lynn Anna B Seligman Annie S Lynn James M Schley John A Graham and George Schley made executed and delivered unto the said George Lynn a lease of their interest in the said Cement Mills quarries and kilns where of Complainants Exhibit No 4 is a true Copy and that the said George Lynn under the lease aforesaid and so continued in possession up to the time of his death and that the said John T Greenwell as administrator of the said George Lynn has not sold the unexpired term of the said Lease to Virginia Lynn one of these defendants. And these Respondents believe and therefore admit that the said Jonathan W Magruder before the death of the said George Lynn had been selected the parties entitled to receive from the said Mount Savage Iron Co the aforesaid two thirds of the said wharfage dues as the person to collect the same, and has acted hitherto in that capacity, and still do the collect the same but whether the said Jonathan W Magruder will continue so to do these Respondents do not know cannot say. And these Respondents also believe and so believing admit that the said Jonathan W Magruder before and since the death of the said George Lynn has been acting as the general 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 M Schley Trustee and of the said Cement property but by what authority or how or about conferred these Respondents are ignorant, And these Respondents further answering denies any knowledge whatever of the mode of payment of the sum of Ten thousand dollars admitted to have been received by the Complainants from the George Lynn in his lifetime in partial discharge of the Complainants alleged claim against the said George Lynn which is pretended was secured or intended to be by the aforesaid paper writing exhibited with the Bill as No 2.

And these Respondents admit that the said George Lynn departed this life on the 10th day of December in the year 1860 leaving surviving him these Respondents his widow and the following named his children and heirs at Law to wit Mary intermarried with John A Steven Virginia Lynn Nancy Lynn and Chester Lynn of whom the said Virginia Nancy and Chester are infants under the age of 21 years. And these Respondents state that they have no such accurate knowledge or information of the precise extent of the interest of the said George Lynn on the 21st day of October in the year 1852 or at the time of his death of or to either the said Rose Hill Estate in the land on which the said Cement Mill stood or the said wharf property or whether or not the said George Lynn assigned any part of said wharf property to the said John A Graham or to any other person as to enable them to admit the allegations of the said Bill in this behalf or to make any statement with certainty in relation thereto but leaves the said Complainant to make such proof of these allegations in this behalf as he may be advised is material for him to do.

And these Respondents do not admit but will require the Complainant to make such proof as he may be advised is material that the meaning and intentions of the words "the Wharf and Cement property" and the "Rose Hill Estate" as used in the paper writing marked Exhibit No 2 is such as is alleged in his said Bill of Complaint but these Respondents do hereby expressly deny that the words "the Wharf and Cement property" used in the said paper writing marked