Exhibit No 2 were or could have been intended to describe or include the said Cement Mill mentioned in the said Bill nor the ground on which it stood, nor any other or different part or portion of the land mentioned and described in the said agreement of which Exhibit No 3 is a copy than what was at the date of the said Exhibit No 2 actually covered and occupied by the shanties sheddings and Railway tracks then erected thereon.

And these Respondents deny that by the operation and effect of the aforesaid deed of trust to the said James M Schley of which Complainants Exhibit No 1 is a copy all or any part of the property thereon described and conveyed to him in trust as aforesaid or the interest of either or any of the grantors therein was converted into personal property or became a mere chose in action as is alleged in the said Bill of Complaint. And these Respondents do also deny that the only interest of the said George Lynn in the said property so conveyed by the said last mentioned deed on the 21 day of October in the year 1852, or at the time of his death was the right to receive from the said James M Schley a portion of the purchase money for sales of said property as sales thereof should be made and the proceeds to be received by the said James M Schley as is alleged in the said Bill of Complaint alleged, but these Respondents are advised and will insist before this Honorable Court that subsequently to the aforesaid deed of trust to the said James M Schley and on the said 21st day of October in the year 1862 and at the time of his death, the said George Lynn had and was entitled to an equitable interest and estate in fee in the said property described and conveyed in and by the said deed of trust to the said James M Schley and unsold by the said James M Schley thereunder and which said equitable interest and estate whatever it extend or included to the whole of said property was after the death of the said George Lynn descendible to his heirs at law as land.

And these Respondents Respondents aver and will insist that the grantors in the said deed of trust to the said James M Schley meant and intended by the said deed thereby invest, the said James M Schley with the legal title to the property therein described and conveyed for the more convenient sale and conveyance thereof to purchasers to bring the said Mary Lynn widow of the said Hard Lynn deceased entitled to a life estate in that portion of the family set apart for and limited to her as in and by the said deed and to vest the other devisees of the said Hard Lynn entitled to an equitable interest in the reversion of the said last portion after the death of the said Mary Lynn and in the residue of the said property remaining unsold from time to time by the said James M Schley trustee corresponding and proportional to the extent of their respective interests in the whole of said property prior to the said deed of trust to the said James M Schley and Erastus Edgerton and the said devisees after the said deed were entitled to their said respective equitable interests in the said property so from time to time unsold as real estate and the same will be so held and treated by a Court of Equity. And these Respondents are advised and will respectfully insist before this Honorable Court that all the property mentioned in the said Bill of Complaint including that described and conveyed to the said James M Schley by the said aforesaid, the said Cement Mill quarries and Kilns with the ground on which the said Cement Mill stood and the wharf property with the improvements made thereon under the said agreement with the

Mount Savage Iron Company is real estate, and that the interest of the said George Lynn therein as it existed prior to the 21st day of October 1852, and at the time of his death, was and is real estate and as such has been inherited by and is now the property of the Children and heirs at law of the said George Lynn deceased to wit of the said Mary Ellen Virginia Lynn Francis Lynn and Chesley Lynn subject only to the dower right thereon of the said Virginia Lynn their Mother.

And these Respondents state and will insist that the said paper writing set with the Bill and marked Exhibit No 2 bearing date the 21st day of October 1852 did not nor could operate as a lien or charge upon the interest of the said George Lynn of in and to the property therein mentioned and will respectfully insist that the said paper writing not having been acknowledged according to law and being deficient in the requisite, under the law of this State for the proper conveyance of real estate is informal invalid and insufficient to convey or affect any interest whatever of the said George Lynn in the said property therein mentioned but is utterly void and void.

And these Respondents will insist that notwithstanding the execution of the said paper writing exhibited with the Bill as No 2 by and between the said John G Lynn and the said George Lynn, the title of the children and heirs at law of the said George Lynn to all the interest of the said George Lynn in the property mentioned in the said paper writing is now as good and valid as if the said paper writing exhibited with the Bill as No 2 had never been made or executed.

And these Respondents do utterly deny the right of the said Complainant as claimed in his Bill of Complaint by virtue of the said paper writing exhibited with the Bill or by any other pretended or assignment whatsoever out of the proceeds of sales of the property described in the said deed of trust to the said James M Schley which have been made or which may hereafter be made under the said deed the said deed of trust to have demand or receive the whole or any part of the portion of such proceeds which would have been or might have hereafter become due and payable to the said George Lynn had he survived and the said paper writing never been made.

And these Respondents do also utterly deny the right of the said Complainant as claimed in his said Bill of Complaint by virtue of the said paper writing exhibited with the Bill and marked No 2 or by any other pretended lien or assignment whatever and of the said tax thereon of Wharfage dues which heretofore accrued or which may hereafter accrue under the said agreement with the Mount Savage Iron Co or out of the rents issues and profits of the said Rose Hill Estate or the said Cement Mill Quarries or Kilns or either of them to have demand or receive from the said Jonathan W Magruder or from any other person or persons whomsoever the whole or any part of the portion of the said tax thereon of Wharfage dues, or of the said rents issues and profits which would have been or become payable to the said George Lynn had he survived and the said paper writing marked No 2 never been made or executed. All which matters and things these Respondents are ready to aver and maintain and prove as this Honorable Court shall award and humbly pray to be hence dismissed with their reasonable costs and charges in this behalf unjustly sustained. C. J. Thruston

Solr for John C Steven & Wife