

the said Copartnership and the objects thereof. Your Petitioner further sheweth that in pursuance of said agreement he and the said Fitzhugh did proceed to carry on the business provided for said Contemplated in said articles of Copartnership and from that time used held and occupied the said granted and described premises as conveyed (one moiety thereof) and described in said Exhibit No 6 and your Petitioner and said Fitzhugh from the time mentioned in said articles assumed in the exclusion public and notorious possession and use of said Iron Works and premises as such Copartners until the dissolution of said Copartnership as hereinafter mentioned and as aforesaid Copartners used the lands attached to said works for the purpose of obtaining iron therefrom to be smelted at said Iron Works and for the purpose of obtaining iron and materials in the prosecution of their said business as Copartners as well as for other uses and purposes of their said Copartnership and that the said Fitzhugh & Kirklee did afterwards fund purchase of Godlip & Sigmund other real estate adjacent and contiguous to said Real estate described in the aforesaid conveyance to your Petitioner which real estate he purchased as to part and was used in common with said other real estate for the partnership purposes aforesaid Your Petitioner is advised and charges that by reason of the premises the interest of the said Peregrine Fitzhugh as well as the interest of your Petitioner in said Iron Works lands and premises became and was part and parcel of the Copartnership stock in trade or Capital to which the Creditors of said firm and each Copartner had a right to look for indemnity against all loss as well as for the satisfaction of all Claims growing out of or connected with the said Copartnership operations.

Your Petitioner gives that relying on the applicability of said interest of the said Peregrine Fitzhugh in said premises towards the indemnity of your Petitioner as such Copartner he trusted implicitly to the actual oral agreement of the Copartnership business by said Fitzhugh and aforesaid Confidence in his right in a Court of Equity to protect himself from loss as such Copartner by virtue of his equitable lien on all said Copartnership property and effects whenever the same might be necessary both against said Peregrine as the said Sophia & S. Margaret Fitzhugh Your Petitioner further sheweth that finding the affairs of said Copartnership to be in a state of confusion and daily becoming more involved and embarrassed under the factious Management of said Peregrine Fitzhugh your Petitioner became uneasy and proposed a dissolution thereof which by mutual Consent took place on the 21st day