

Creditors Copartner upon all the real and personal estate
 and the proceeds thereof belonging to the said firm of Pittsburgh
 & Rankin because as he is prepared to show said firm is
 largely indebted to him upon a final settlement of all
 accounts and he has no other remedy for the recovery of said
 indebtedness inasmuch as his late partner is utterly insolvent
 and has obtained the benefit of the insolvent laws of Maryland
 since the dissolution of said Copartnership and because as your
 Respondent is also prepared to show the whole real and personal
 estate the proceeds of which are now subject to the order of
 the Hon Court in this Cause and in another Cause of the
 legitimacy of your Honorable Court number 2806 of Rankin
 and Pittsburgh were used applied and considered without
 reference to the form character of the title papers under which
 the same was held as part and parcel of the Capital
 stock embarked in the business of said Copartnership and as
 such was and is impregnated with the character of any other
 special property of said firm and liable to the Lien of your Respon-
 dent as creditor Copartner of said firm not only as against his
 late Copartner Peregrine Pittsburgh but against all persons claiming
 under him with notice actual or constructive under him with
 notice actual or constructive of the nature object and trans-
 actions of said Copartnership and of the real and personal
 property so used and applied in and about the business
 and of the assets of said Copartnership. Your Respondent
 further saith that the said Sophia Pittsburgh especially
 had notice of the dates of the said two Mortgage Instru-
 ments of the fact that all and singular the property embarked
 in the said instruments was used applied and considered as
 part and parcel of the Capital stock embarked in the
 business and for the purposes of the said firm and that
 the same would in a Court of Equity be subject to the
 settlement of the Copartnership accounts after a dissolution
 of said Copartnership and to such equitable Lien in favor
 of your Respondent as might be necessary for his indemnity
 and protection for any claims or liabilities on his part as
 such Copartner. Your Respondent is advised and charges
 that the said Mortgage instruments are each of them are
 subordinate to the equitable Lien claimed by your Respondent
 in the premises and if the said Mortgage instruments are
 available for any purpose which they Respondent denies they
 can only effect and operate on the interest of said Peregrine
 Pittsburgh in any possible surplus which might remain
 after satisfaction of all the claims of your Respondent as such
 Copartner according as they might appear on a final
 settlement of said Copartnership accounts. Your Respondent
 is advised and charges that both a view to protect and
 enforce his paramount Lien on the Copartnership estate and
 as it is just and necessary to have a final settlement