all of which is sufficiently denied in your petitioners said first petition as more particularly appears by reference thereto. Your petitioner further shows that the said Kunkel wrongfully predicated his claim of an equitable lien and his denial of the validity of your petitioners mortgage liens (which are set forth in his said first petition) upon the assumption of the insolvency of the said firm and of the said Peregrine Pittsburgh that is to say the said Kunkel assumes that if all the proceeds of the said property which has been sold by the trustees in this cause be not appropriated to partnership debts after payment of the mortgage debts due to the complainants in this cause or of the said mortgage liens of your petitioner should be paid out of the said proceeds that then there must necessarily be a large deficiency of partnership assets and that there can be no surplus coming to the said Peregrine Pittsburgh on which the mortgage liens of your petitioner can operate but that on the contrary the said firm will be insolvent and that said Peregrine Pittsburgh under any circumstances will be found on a final adjustment of partnership accounts to be largely indebted to said Kunkel from which indebtedness the said equitable lien arises to the said Kunkel superior to the said mortgage liens claimed by your petitioner and that the said Pittsburgh being insolvent he the said Kunkel would be remediless without the assistance and enforcement of the said equitable lien &c and that your Honor can neither know the extent and amount of the said Kunkel's lien or whether said lien exists at all without first passing upon the state and condition of said copartnership accounts as they may appear upon a final settlement &c all of which averments will substantially appear by reference to the said answer of the said Kunkel to your petitioner and that the solvency or insolvency of the said firm can in no way affect the validity of his claim and that the indebtedness of said Pittsburgh to the said Kunkel if true as alleged cannot affect the same and that her aforesaid mortgage liens are wholly independent of and superior to any such equitable lien as that claimed by the said Kunkel as set forth in his said answer and also in his petition heretofore filed in this cause and that the adjudication of the priority of the conflicting claims of your petitioner and the said Kunkel can in no manner depend upon the extent & amount of the said pretended lien of the said Kunkel or upon the state and condition of the said copartnership accounts and that even if the indebtedness of the said Peregrine Pittsburgh to the said Kunkel on partnership account does give such

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