Catoctin Iron Works" as reported by them Then after allowing to the Sheriffs their Commissions Costs Expenses of Sale & taxes & first allowed the mortgage claims embraced in the mortgage by Charles E. Gaile, and to the Frederick Town Savings Institution, they being undisputed liens on the whole of said property, & next allowed to the creditors other than the mortgagees therein named holding the claims the only embraced in Covered & Contemplated by the Mortgage of the 9th day of October 1856 filed as Exhibit No 4 out of the general fund as said creditors would not in my opinion be affected by the Conveyance of the 25th day of November 1856 filed as Exhibit No 6 executed by the Mortgagees in said Exhibit No 4 & without the Consent of the said Creditors manifested by joining in said deed of the residue of said funds & then audited the one half to Jacob M. Rinkel as one tenant in Common and applied the other moiety belonging to J. Fitzhugh the other tenant in Common first to the extinguishing of such of the claims embraced in the mortgage of 9th October 1856 and marked Exhibit No 4 as had been paid & were held by the mortgagees therein named then to the pro rata payment of the claims specified in & covered by the Mortgage to Sophia Fitzhugh & Sarah Margaret Fitzhugh of the 6th day of January 1857 & marked respectively Exhibits No 7 & No 9 the said Sophia Fitzhugh & Sarah Margaret Fitzhugh by joining in the deed of the 25th day of November 1856 to Jacob M. Rinkel of an undivided moiety of said Iron Works thus in my opinion released all individual claims or their part under mortgages held by them of a prior date to said moiety & I have accordingly not allowed to them out of the general fund such of the claims embraced in the Mortgage of 9th October 1856 as have been paid by them but allowed such claims out of Peregrine Fitzhugh's moiety of the balance of said trust funds as also those claims embraced in the Mortgage of the 6th day of January 1857 as they were by the evidence adduced before me to show that said Catoctin Iron Works was partnership stock & as such responsible to the equitable lien of Jacob M. Rinkel for the firm debts. The said works were not purchased with partnership funds nor was there any dedication of them as partnership or Capital stock & I have therefore treated said property as real Estate & recognized the right of Peregrine Fitzhugh one of the tenants in Common to Convey by Mortgage during the Continuance of the partnership his undivided moiety of said property.

May 24th 1860

Lazarus Eichelberger
Auditor