

Frederick County, and also certain water power and privileges, which said Land and water power and privileges are particularly mentioned in the Deed of Conveyance, a Copy whereof is herewith filed, marked Exhibit "A", and which with all other Exhibits herewith filed, your Orator prays may be taken and considered as parts of this Bill of Complaint, at and for the sum of Four Thousand Dollars to be paid therefor, and that we said the Henderson Steel and File Manufacturing Company of Haverlow Maryland executed and delivered to your Orator its Bond to secure the payment of said purchase money, which is herewith filed, marked Exhibit "B", on which said Bond your Orator has recovered a Judgment in the Circuit Court for Frederick County, as will appear from a short Copy thereof herewith filed marked Exhibit "C", on which Judgment a Fieri Facias has been issued and levied on all the Personal Property of the said The Henderson Steel and File Manufacturing Company of Haverlow Maryland, and the sum of Ninety seven Dollars and six Cents made by a sale of said personal property, which is to be credited on said Bond, and that the whole of the balance of the principal and interest secured by said Bond except the sum of One Hundred and Seventy Dollars credited on said Bond, and that the whole of the balance of the principal and interest secured by said Bond, except the sum of One Hundred and Seventy Dollars credited on said Bond on the 17<sup>th</sup> October 1850 is yet due and unpaid, to your Orator - And your Orator further shews that the said The Henderson Steel and File Manufacturing Company of Haverlow Maryland is not possessed of any other property or means whatsoever whereby your Orator can recover the said sum due for purchase money, except the Real Estate, water power, and privileges sold and conveyed as aforesaid and that your Orator cannot realize said purchase money except by a sale of said property and privileges. ~

And your Orator further shews that the said The Henderson Steel and File Manufacturing Company of Haverlow Maryland afterwards on the 12<sup>th</sup> day of May in the year 1852, executed and delivered to February term in Davis or the City of Baltimore, an Indenture whereby is conveyed to said Davis the said real estate, water power and privileges in Trust for Certain purposes declared and set forth in said Indenture as will more fully appear from a Copy of said Indenture herewith filed, marked Exhibit "D", and your Orator charges that when said Indenture was executed, the said Harry Winton Davis, and also the said Archibald Henderson the Custodian Trust therein named well knew that the said purchase money aforesaid was due and owing to your Orator, and your Orator states, that since the execution of said last mentioned Indenture the said Archibald Henderson is dead, and that Richard H. Henderson of the City of Washington is the Administrator on his Estate, he the said Archibald Henderson having died intestate. ~

And your Orator states that it is advised that it is entitled to have said real estate, water power and privileges, sold for the payment of the said purchase due to your Orator, and that it is entitled to said purchase money due out of the proceeds of said sale in preference and priority to the claims mentioned in the said Indenture to the said Harry Winton Davis, and which are entitled to payment only out of the balance of said purchase money which may remain after the payment of your Orator's claim as aforesaid. ~

To the end therefore that the said Real Estate, water power and privileges may by the Decree of your Honor, be sold for the payment of the said purchase money due to your Orator, and that your Orator may have all such further and other relief as in Equity it may be entitled to ~ May it please your Honor to grant to your Orator writs of Subpoena to be directed