liable for the whole of the said yearly rent of seventy five dollars.

Your Complainant further states that afterwards the said John Ryland to whom the said lot of ground was sub leased as aforesaid by the said John I Gross departed this life and that the said Daniel B Banks was duly Constituted and appointed by the Orphans Court of Baltimore County the sole administrator of the said John Ryland and as such did by virtue of an order of the Orphans Court of Baltimore County sell to your Complainant the said John M Wahl on the twenty first day of September in the year eighteen hundred and forty three all the right title interest and estate of the said John Ryland of in and to the lot of ground subleased as aforesaid by the said John I Gross to the said John Ryland together with another lot of ground adjacent thereto for a Consideration or sum of money paid by the said John M Wahl who thereby became entitled to the said lot of ground and all the right and title of the said John Ryland of in and to the same and also that on or about the twenty third day of September in the year one thousand eight hundred and forty three the said John M Wahl purchased from the said Daniel B Banks for the Consideration or sum of six hundred and fifty dollars ($650) the said yearly rent of thirty seven dollars and fifty cents ($37.50) reserved as aforesaid in the said Indenture of sub lease from the said John I Gross to the said John Ryland and assigned as aforesaid by the said John I Gross to the said Daniel B Banks all which will more fully appear by reference to the Indenture of assignment hereto annexed marked Complainants Exhibit No. 4 and which your Complainant prays may be taken and considered as a part of this Bill of Complaint, and your Complainant charges that by virtue of the said purchase from the said Daniel B Banks as administrator of the said John Ryland and the said Indenture of assignment from the said Daniel B Banks to the said John M Wahl marked Complainants Exhibit No. 4 your Complainant the said John M Wahl became legally and equitably entitled to the said lot of ground mentioned in the said Indenture of sub Lease from the said John I Gross to the said John Ryland free and clear from the said yearly rent of thirty seven dollars and fifty cents reserved in the said Indenture of sublease, and also free and clear from the said original rent of seventy five dollars or any part or proportion thereof and that the said John I Gross continued to be liable for the whole of the said yearly rent of seventy five dollars and that portion of the said lot of ground not embraced in the said Indenture of sublease continued to be legally and equitably bound for the whole of the said original yearly rent of seventy five dollars and your Complainant further states that afterwards and by Indenture dated on or about the Twenty ninth day of September in the year eighteen hundred and forty three the said John I Gross and Daniel B Banks (the said Daniel B Banks being Mortgagee) did convey to a certain Benjamin C Barroll all their right title interest and estate at Law and in Equity of in and to that part of the said lot of ground leased as aforesaid to the said John I Gross and John Gross by the said Micajah Merryman Junior not subleased as aforesaid and of in and to another lot of ground adjacent thereto. To be held by the said Benjamin C Barroll subject to the Ground rents reserved in the original leases of the said lots of ground, all which will more fully appear by reference to the certified copy of the said Indenture

marked Complainants Exhibit No. 5 and which your Complainant prays may be taken and considered as a part of this his Bill of Complaint

And your Complainant further states that afterwards by Indenture dated about the thirtieth of January eighteen hundred and forty five the said Benjamin C Barroll did convey to a certain Nicholas Carroll Spence all his right title interest and estate at Law and in equity of in and to the said lots of ground subject to the said Ground rents reserved in the said original leases all which will more fully appear by reference to a Certified Copy of the last mentioned Indenture marked Complainants Exhibit No. 6. which your Complainant prays may be taken and considered as a part of this his Bill of Complaint.

Your Complainant further states that the said yearly rents reserved in the said original leases being the yearly rents on the said two lots of ground conveyed as aforesaid to the said Benjamin C Barroll and Nicholas Carroll Spence amounted each to seventy five dollars making for both the sum of one hundred and fifty dollars that it was well known to the said Benjamin C Barroll and to the said Nicholas Carroll Spence at the time of receiving the said Indentures and prior thereto that the yearly rents reserved in each of the said Indentures of Lease amounted to seventy five dollars making for both the sum of one hundred and fifty dollars and your Complainant has been advised and therefore charges as true that the said Benjamin C Barroll and Nicholas Carroll Spence took the said lots of ground and now hold the same subject to the payment of the whole yearly rents reserved in the original Indentures of Lease that is to say, subject as to each of them to the yearly rent of seventy five dollars and that the said Benjamin C Barroll while he owned the said lot of ground and the said Nicholas Carroll Spence since he became the assignee thereof were equitably bound and liable to pay to the party entitled to the said yearly rents of seventy five dollars, the whole of the same and not merely a proportioned part thereof.

Your Complainant further states that the said John I Gross who under the circumstances hereinbefore stated, by virtue of the said Indenture of sub Lease and the assignment so as aforesaid made of the yearly rent of thirty seven dollars and fifty cents reserved in the said Indenture of sub lease to the said Daniel B Banks was liable to pay the whole yearly rent of seventy five dollars being well aware of this liability and also of the liability in a Court of Equity of that and part of the said lot of ground leased as aforesaid by the said Micajah Merryman Jr to them the said John I Gross and John Gross which is not included in the said Indenture of sub lease for the payment of the whole of the said yearly rent of seventy five dollars did assign and intend to and in fact make the said lot of ground so as aforesaid conveyed to the said Benjamin C Barroll liable for the whole of the said original yearly rent of seventy five dollars and did convey all his the said John I Gross right, title, interest and estate at law and in equity of in and to the same to the said Benjamin C Barroll subject to the payment of the said original yearly rent of seventy five dollars and your Complainant further states that the said Benjamin C Barroll by accepting the said Indenture of assignment from the said John I Gross did agree to pay the whole of the said yearly rent for so long a time