as he continued to own and possess the said lot of ground and that the said Nicholas Carroll Spence in accepting the said Indenture of assignment from the said Benjamin C Barroll did likewise agree to pay the whole of the said yearly rent during the time he continued to possess and own the said lot of ground.

But now so it is that your Complainant the said John A Wahl has in fact paid to the said Micajah Merryman Junior on account of the yearly rent due the 11th day of October eighteen hundred and forty four the sum of thirty three dollars and fifty three cents and also the further sum of eighteen dollars and seventy five cents on account of the half years rent due eleventh April eighteen and forty five and also the further sum of eighteen dollars and seventy five cents on account of the half years rent due eleventh October eighteen hundred and forty five and also the further sum of eighteen dollars and seventy five cents on account of the half years rent due the eleventh of April eighteen hundred and forty six and that the said Benjamin C Barroll has refused to pay the said yearly rent which accrued and fell due while he owned and possessed the said lot of ground which was between the twenty ninth September 1845 or the Thirtieth of January eighteen hundred and forty five and the said N Carroll Spence has refused to pay the said yearly rent which accrued and fell due while he possessed and owned the said lot of ground viz from the Thirtieth January eighteen hundred and forty five to the present time.

And your Complainant has been advised and therefore charges that the said Benjamin C Barroll became and was legally and equitably liable to pay the said sums of thirty three dollars and fifty three cents paid as aforesaid by this Complainant being the amount of yearly rent falling due and accruing while he the said Benjamin C Barroll continued to own and possess the said lot of ground and that the said Nicholas Carroll Spence became and was legally and equitably bound to pay the said three sums of eighteen dollars and seventy five cents accruing and falling due while he the said Nicholas Carroll Spence owned and possessed the said lot of ground and further that the said lot of ground formerly owned and possessed by the said Benjamin C Barroll and now by the said Nicholas Carroll Spence is legally and equitably bound and liable for the said sums of thirty three dollars and fifty three cents and the said three sums of eighteen dollars and seventy five cents and for the entire yearly rent of seventy five dollars for and during the rest and residue of the term of ninety nine years for which the same was leased as aforesaid.

And your Complainant further states that the said Benjamin C Barroll and Nicholas Carroll Spence had knowledge and notice of the actings and doings in the premises of the said John I Grosf before the time of accepting and receiving their said Indenture of assignment as aforesaid and had knowledge and notice of the said Indenture hereinbefore mentioned and referred to and annexed to this Bill of Complaint as Exhibits thereto.

And the said Complainant now charges as the true intent and object of the said Indentures hereinbefore referred to that the lot of ground conveyed as aforesaid by the said John I Grosf and Daniel B Banks to the said Benjamin C Barroll and subsequently by the said Benjamin C Barroll

to the said Nicholas Carroll Spence which lot of ground is a part of that which by Indenture (a copy of which is hereto annexed marked Complainants Exhibit No 1) was leased by the said Micajah Merryman Junior to the said John I Grosf and John Grosf should be subject to the whole yearly rent of seventy five dollars reserved in the said Indenture of Lease and that the part or portion of the said lot of ground leased as aforesaid now owned and held by this your Complainant and which part was subleased as aforesaid by the said John I Grosf to the said John Ryland should not be subject to any part or portion of the said yearly rent of seventy five dollars and further that the said John Ryland and all persons claiming under him including this Complainant should be indemnified and protected against all claims for and on account of the said yearly rent of seventy five dollars or any part thereof. that the said John I Grosf who was bound to protect and indemnify this Complainant in manner and form aforesaid, was well aware of the said obligation on his part and in making the said assignment to the said Benjamin C Barroll a copy of which is hereto annexed did intend to furnish the said protection and indemenity by conveying merely his right title, interest and estate at law and in equity of in and to the property so assigned to the said Benjamin C Barroll and by so conveying it as to make the said property liable for the whole of the said original yearly rent of seventy five dollars and farther that the said Benjamin C Barroll by accepting the said Indenture from the said John I Grosf did agree and bind himself to pay the whole of the said yearly rent of seventy five dollars and did also agree that the property so as aforesaid assigned should be held subject and be in fact liable for the whole of the said yearly rent of seventy five dollars and further that the said Nicholas Carroll Spence by accepting from the said Benjamin C Barroll the said deed of assignment marked Complainants Exhibit No 2 did agree and bind himself to pay the whole of the said yearly rent of seventy five dollars, but that now so it is that the said Benjamin C Barroll while he held the said lot of ground and the said Nicholas C Spence since he became the assignee thereof have refused to pay the whole of the said yearly rent of seventy five dollars and that your Complainant has been compelled to pay the amount of money hereinbefore mentioned the same being on account of the said yearly rent of seventy five dollars and the said Micajah Merryman Junior having instituted an action of ejectment in Baltimore County Court to recover the whole of the lot of ground leased as aforesaid, and this Complainant having found that he would be ejected from the said part subleased as aforesaid unless he made the payments hereinbefore mentioned has actually made such payments

And this Complainant further states that he has demanded payment of the said Benjamin C Barroll for the amount paid as aforesaid by this Complainant for the proportion of the said yearly rent of seventy five dollars which accrued and fell due while the said Benjamin C Barroll owned the said lot of ground and was possessed thereof, but he the said Benjamin C Barroll has refused and failed to pay and return the same

And that he has also demanded payment from the said Nicholas Carroll Spence for the amounts paid as aforesaid by this Complainant on account of the said yearly rents which accrued and fell due while he the