said Nicholas Carroll Spence owned and possessed the same, but that he the said Nicholas Carroll Spence has refused and failed to pay the same. and this Complainant further states that the said John I Gross is insolvent and unable to pay the said yearly rent of seventy five dollars or any part thereof.

And this Complainant further charges that in a Court of Equity where matters of this sort are properly cognizable he is entitled to full relief and to an indemnification from the lot of Ground assigned as aforesaid to the said Nicholas Carroll Spence against all responsibility for the whole of the said yearly rents of seventy five dollars and to have the said yearly rent paid out of the said lot of ground so owned by the said Nicholas Carroll Spence and to have the portion thereof owned and possessed by the said Nicholas Carroll Spence charged with the whole of the said yearly rent.

In Consideration whereof and for as much as matters of this sort are properly cognizable in a Court of Equity Your Complainant prays that the said Benjamin C Barroll and Nicholas Carroll Spence may answer all and singular the matters facts and things hereinbefore stated and that as fully as if the same were here repeated and they and each of them thereunto specially interrogated. That the said Benjamin C Barroll may be required to pay the whole of the said yearly rent of seventy five dollars which accrued and fell due while he owned and possessed the said property

And that the said Nicholas Carroll Spence may be required to pay the whole of the said yearly rent of seventy five dollars which accrued and fell due while he owned and possessed the said property, that the said lot of ground conveyed as aforesaid by the said John I Gross to the said Benjamin C Barroll and subsequently by the said Benjamin C Barroll to the said Nicholas Carroll Spence shall by decree of this Honorable Court be held subject to and liable for the whole of the said yearly rent of seventy five dollars and be bound to pay the same to the said Micajah Merryman Jr his heirs or assigns during the rest and residue of the term of ninety nine years renewable forever for which the same was leased as aforesaid that your Complainant his executors administrators and assigns shall have and hold the said portion of the said lot of ground now possessed by this Complainant and which was subleased as aforesaid by the said John I Gross to the said John Ryland discharged of the said yearly rent of seventy five dollars and that the said lot of ground now held and possessed by the said Nicholas Carroll Spence should be declared by the decree of this Honorable Court to be liable and subject to the indemnity of this Complainant his executors, administrators and assigns against all claims and demands for and on account of the said yearly rent of seventy five dollars, and this Complaindnt may have such other and further relief as may be suitable to the circumstances of his case and consistent with equity and good conscience and that subpoenas may issue for the said Benjamin C Barroll and Nicholas Carroll Spence directed to the Sheriff of Baltimore City

Geo M Gill Sol for Compt

Complainants Exhibit No. 1

Micajah Merryman } This Indenture made this eleventh day of April
Lease to } in the year of our Lord one thousand eight hun-
John I Gross & John Gross } dred and thirty three between Micajah Merryman

Jr of Baltimore County in the State of Maryland of the one part and John I Gross and John Gross of the City of Baltimore of the other part. Witnesseth that for and in consideration of the payment of the rents and performance of the Covenants hereinafter mentioned on the part of the said John I Gross and John Gross their executors administrators and assigns to be paid and performed the said Micajah Merryman Jr hath demised granted leased and to farm letten and by these presents doth demise grant lease and to farm let unto the said John I Gross and John Gross their executors administrators and assigns as tenants in Common all that piece or parcel of ground situated and lying on the west side of Front street on the east side of Jones Fall Beginning for the same at a point on the West side of Front Street it being the south east corner of a lot leased by Thomas Irwin Jr to Samuel Colvin by a deed dated the thirty first day of December eighteen hundred and twenty two and recorded among the Land Records of Baltimore County Court in Liber W.G. No. 166 folio 394 &c and running thence binding on Front Street south easterly twenty five feet, then south westwardly at right angles with Front Strat forty three feet, then north westwardly parallel to front Street twenty five feet to the aforesaid Lot leased by Thomas Irwin Jr to Samuel Colvin thence binding on said lot north eastwardly forty three feet to the place of beginning together with all the improvements thereon made Lanes, alleys, ways, waters, privileges, easements, emoluments and advantages to the said piece or parcel of ground and premises belonging or in anywise appertaining. To Have and To Hold the said piece or parcel of ground and premises above described and hereby demised or intended so to be with all and every of the appurtenances thereto belonging unto the said John I Gross and John Gross their executors administrators and assigns from the day next before the day of the date of these presents for and during and until the full end and term of ninety nine years from thence next ensuing fully to be Complete and ended yielding and paying therefor yearly and every year during the said term of the said Micajah Merryman Junior his heirs and assigns the yearly rent or sum of seventy five dollars lawful money of the United States free and clear of all deductions for taxes and assessments of every kind and nature whatever levied charged or assessed on the said piece or parcel of ground and premises or the rent issuing therefrom in equal semi annual payments of thirty seven dollars and fifty cents on the eleventh day of October and April respectively in each and every year during the continuance of this present demise Provided always and it is hereby covenanted and agreed by and between the parties to these presents respectively that if it shall happen that the said yearly rent or the sum of seventy five dollars current money or any part thereof shall be in arrear and unpaid by the space of sixty days next after the time or times on which the same is above reserved to be paid the same being first demanded, that then it shall and may be lawful to and for the said Micajah Merryman Jr his heirs or assigns into the said piece or parcel of ground and premises or any part thereof in the name of the whole to re-enter and the same to have again repossess occupy and enjoy as in his or their former Estate until all arrearages of rent with legal interest thereon and all and every cost charge and expense incurred by the said Micajah Merryman Junior his heirs or assigns by reason of the non payment of the said rent shall be fully satisfied and paid or make distress therefor at his or their