account to him his heirs executors or administrators as is above stipulated in regard to the above assigned claim and property to and in trust and stock and all the said Williams claim of every kind against Daniel B Banks for over account of the above for certain yearly rent of one hundred dollars described in a deed from said William and wife to said Banks dated the 28th day May 1841 and recorded among the Land Records of Baltimore County in Liber J.K. No 309 folio 932 and under all agreements between said William and said Banks concerning said rent and said Williams interest and containing interest (notwithstanding said Conveyance) in said rent and relating to said Conveyance and particularly all said Williams claim to have said rent reconveyed to him and all reversionary interest supposed to be conveyed by said Conveyance upon said William paying a certain sum for so much in value rent to said William for which in fact said Conveyance was meant only to be a security and the said William for a valuable Consideration satisfied to him by said Eliza and in Consideration of the further sum of one dollar to him paid by her does hereby grant bargain and sell to said Eliza and her heirs and assigns all the said Williams right title claim interest and Estate legal and equitable (and particularly all such arising to said William under an agreement of Daniel B Banks with said William to reconvey and release the rent and reversion to said William) to and in all that piece of ground which said Banks leased to John T Purcell by deed dated the twenty fourth day of September in the year 1852 and recorded among Baltimore City Land Records in Liber C.D. No 20 folio 179 &c and bound in the rent reserved on said Lease and the reversion of and in said ground it being part of the Consideration for this Conveyance of said right title claim interest and Estate that said Eliza shall satisfy to said Banks the Mortgage debt to said Banks secured by Catharine M McClellan deceased to said Banks by deed of Mortgage dated the 23 Day 1844 and recorded among Baltimore County Land Records in Liber J.K. No 344 folio 462 &c and these presents are declared to be upon the agreement and Condition that said William his heirs or Executors or administrators are not in any event to be held liable or bound as under a general or any special warranty to the premises to said Eliza his heirs executors administrators or assigns nor in any manner nor to any extent whatsoever to be held liable or bound to said Eliza or her heirs executors administrators or assigns in the premises and the valuable Consideration mentioned above in respect of the above several grants and Conveyances is declared to be (beside the undertaking and obligation of said Eliza to satisfy the several claims above declared to be payable by her) the Conveyance by said Eliza to said William his executors and administrators and assigns of a leasehold piece of ground situate on the Northside of Baltimore Street in the City of Baltimore by a bond bearing date the 9th day of June in the year 1859.

In testimony whereof the said William McClellan has signed and sealed these presents this 25 day of June in the year 1859.

Signed sealed and delivered in the presence of
Charles F Mayer
Edw J Peters.

Wm. W. McClellan seal.

State of Maryland Baltimore City to Wit

Be it hereby certify that on this 25 day of June in the year 1859 before me the subscriber a Justice of the peace in and for said City appeared William W McClellan of said City and did acknowledge the aforegoing instrument of writing or deed from him as grantor to Eliza A McClellan

Edward J Peters J.P.

Received for Record July 1st 1859 at 4 3/4 o'clock P.M. same day recorded and Exd.
Per George E Sangston Clk

I hereby certify that the aforegoing is truly extracted from Liber J.E.S. No 173 folio 190 &c and of the Land Records of Baltimore City. In testimony whereof I hereunto set my hand and affix the Seal of the Superior Court of Baltimore City this 14th day of February A.D. 1860.

George E Sangston Clk Supr Ct Baltimore City.

Exhibit L.M. No 10 referred to in the Written Return of Commissioner is as follows to wit

(Complainants Exhibit L.M. No 10)

Rec^d of John Gibson Esq one hundred dollars for 12 Mo Ground rent to 1st Instant
$100. D B Banks Jany 18th 1862

And thereupon the following Agreement and Answer of the defendant was filed to Wit.

Eliza A McClellan vs Daniel B Banks | In the Superior Court of Baltimore City. In Equity

It is agreed that the Interlocutory decree in this case shall be stricken out and that the defendant may file his answer upon the terms hereinafter following.

All three parts of the answer herein filed which rely on the bar or objection of limitations or laches of time or stale ness of claim or laches of any party or person shall be considered or struck out and such objection shall not be raised under any review or pretension at the hearing. All the testimony already taken in part of the Complainant and referred to the Court shall stand as above effect as if this agreement were not entered into and said Interlocutory decree were not stricken out with leave to the defendant to cross examine the Witnesses.

Charles F Mayer Solr for Compt.
A Leo Wheeler for defendant

To the Honorable Robert W Martin Judge of the Superior Court of Baltimore City in Equity

The answer of Daniel B Banks to the Bill of Complaint of Eliza A McClellan against him in this Court in Equity exhibited. This Respondent saving unto himself the benefit of all manner of objections to the said Bill of Complaint for answer thereto nevertheless says.

This Respondent denies that William W McClellan applied to him in or about the Month of May in the year 1841 for a loan of Fifteen hundred dollars as charged in said Bill of Complaint and of ground this Respondent also denies that he in any way assented to the making of such loan at that time to the said William But this Respondent alleges that in or about the said Month of May in the year 1841 a certain Samuel McClellan the father of said William (as this Respondent has been informed and believes) applied to this Respondent for a loan of money which loan this Respondent then absolutely refused to make. And this Respondent here denies the entire statement of said Bill of Complaint in reference to said pretended loan, and avers that he had no conversation or communication whatever with the said William W McClellan in reference thereto at that time,

And this Respondent further answers says that at the time of said application by said Samuel McClellan to this Respondent for such loan this Respondent offered to purchase the Ground Rent of one hundred dollars per annum at Bank Lane mentioned