same to be done to the said William O Harris his heirs or assigns a good and sufficient deed in fee simple of the said above mentioned piece or parcel of ground and premises free clear and discharged from the rent reserved by said lease and every part thereof, And your Orator further shews that afterwards to wit on the 7th day of October 1837 by a decree of the Baltimore County Court passed on the day and year last aforesaid in a cause in said Court depending wherein John Gabb was complainant and the said William O Harris and others were defendants the above mentioned property was decreed to be sold, and Albert Constable Albert Ridgely Jr and Charles F Mayer were appointed trustees to make said sale, and that said trustees in pursuance of said decree did on the 28th day of September 1838 sell the same to your Orator and after deducting satisfaction of said sale and the payment in full of the purchase money therefor to the said trustees to wit on the 26th of July 1839 the said trustees by their deed bearing date the day and year last aforesaid and duly recorded among the Land Records of Baltimore County aforesaid in Liber JK No 292 folio 247 &c did grant assign and transfer unto your Orator all the estate, right title interest trust property, claim and demand at law or in equity of the said parties complainant and defendants in said cause of in and to said piece or parcel of ground and premises and by reference to said last mentioned deed a copy whereof is hereunto filed as part hereof more fully appear, marked No 3 And your Orator further charges and avers that afterwards to wit on or about the 30th day of October 1843 under and by virtue of the covenant aforesaid for the redemption of said yearly rent your Orator being desirous and intending to redeem said property and premises from the aforesaid yearly rent did tender in payment to the said Mary Ann and John Frazier through their Agent and Trustee Joseph Gabb the aforesaid sum of Eighteen Thousand One hundred and Thirty three dollars lawful money of the United States for the redemption of the said property from the said yearly rent reserved by said Lease and all rent at that time due and payable and demanded from the said Mary Ann and John Frazier a conveyance in fee of said above described property as under said covenant he was entitled to have, And the said Mary Ann and John Frazier compelled to execute and deliver. And that upon such tender being made as aforesaid the said Gabb acting for and in behalf of the said Mary Ann and John Frazier and by their authority desired and requested your Orator to withdraw the tender as aforesaid made, and stipulated and agreed that if your Orator would withdraw said tender and demand for the execution of the deed of conveyance aforesaid and consent to continue the same the payment of the annual rent of Eleven Hundred dollars aforesaid for two years longer, to wit up to the first day of November 1845 that your Orators should be allowed a deduction from said annual rent for said two years, Twelve hundred and forty dollars viz Thirty five dollars out of each of the half yearly payments thereof falling due in said two years as will more fully and at large appear by reference to Complainants Exhibit H G No 4 hereunto filed as a part hereof And your Orator further charges and avers that by reason of

the agreement aforesaid upon the part of the said Mary Ann and John Frazier by their said Agent and trustee, your Orator was induced to and did withdraw the tender aforesaid made, and did consent and agree to continue the payment of the aforesaid yearly rent subject to nevertheless to the agreement aforesaid for the deduction therefrom of the aforesaid sum of Twelve hundred and forty dollars for said two years in manner aforesaid, and waived his right to redeem said lot of ground and premises and the ground rent thereon issuing and reserved thereon by the aforesaid Lease for two years from the date of tender made as aforesaid And your Orator further charges and avers that afterwards to wit on the second day of December 1845 it was agreed and covenanted between the said Mary Ann and John Frazier through and by their agent B M Frazier Esq and the said Joseph Gabb trustee as aforesaid specially empowered and authorized thereunto, and your Orator that the said above named agreement should be continued in force from the first day of November 1845 until the first day of November 1850 as by reference to the several endorsements upon said Exhibit H G No 1 which said endorsements and true copies of the originals endorsed upon the original of which H G No 1 is a true copy, will more fully appear And your Orator further charges and avers that said above recited agreement was by the said John and Mary Ann Frazier, acting through and by their said agent B M Hough Esq continued in force and effect for three years from the first day of November 1849 to the first day of November 1852 as by reference to the same writing hereunto filed as part of and marked Complainants Exhibit H G No 5 will more fully appear. And your Orator further charges and avers that afterwards and after the expiration of the said last renewal of said agreement, it was agreed and stipulated between your Orator and the said John and Mary Ann Frazier through and by their said agent B M Hough Esq that said agreement should be continued in force and effect until and to the 1st day of November 1855 and after the said 1st day of November 1855 it was agreed by the said John and Mary Ann Frazier and your Orator, the said John and Mary Ann acting through and by their agent B M Hough Esq that if your Orator would continue the payment of the aforesaid yearly rent in said lease reserved and not claim the benefit of the privilege and right in said covenant to redeem and extinguish said rent that your Orator should and would be allowed out of each of the half yearly payments of said rent the sum of eighteen 75/100 dollars discount or deduction therefrom as a consideration for such agreement to continue for the payment of said rent which said agreement was continued in force and effect until 1st May 1860. And your Orator further charges and avers that he has fully paid and satisfied to the said B M Hough Esq the agent and attorney of the said Mary Ann and John Frazier the full and whole amount of and sum of rent accrued due and payable from time to time as the same became due and payable according thereunto the deduction and allowance of the aforesaid sum of Seventy dollars per year from each of the half yearly payments thereof to the 1st day of November 1855 — and the deduction and allowance from the day last aforesaid out of each of each of the half yearly payments the sum of 18 75/100 dollars until