and to the first day of May in the year 1860 as by the said several agreements and reversals thereof it was stipulated and agreed your Orator should have and receive And your Orator further shews that after the first day of May 1860 the said Jury and continue to pay unto the said Benjamin W Haigh Esq Attorney and agent as aforesaid the said rents in said lease mentioned as the same accrued due thereunder up to and unto the 1st day of May 1861 and that from said 1st day of May 1861 up to the 1st day of said May 1864 he has fully paid and satisfied the whole amount of said rent so as aforesaid reserved as the same accrued due from time to time to the said Mary Ann Frazier and her Agents and Attorneys Geo H Williams and Amos J Musselman Esquires respectively. And your Orator is informed and believes and so charges and avers that the said Ben W Haigh the Amos J Musselman and George H Williams respectively have satisfied and paid over to the said Mary Ann Frazier the sums of money collected and received by them from your Orator in payment of the rents aforesaid as the agents and attorneys of the said Mary Ann with the deductions aforesaid under the agreements aforesaid after paying themselves their fees or commission for their services in collecting said rent And your Orator further charges and avers that on the 28th day of April 1864 Your Orator being desirous to extinguish said agreement rent and redeem said property and premises therefrom according to the tenor and conditions of said covenant to said lease annexed did address a letter to the said Mary Ann Frazier at Mount Joy P.O Lancaster Co Pennsylvania, where your Orator was informed said Mary Ann then resided, and deposited the same in the Baltimore Post office on the same day and year last aforesaid and therein notified the said Mary Ann that he would be ready on or before the 1st day of May next thereafter pay to her the said sum of $18 333 $\frac{33}{100}$ dollars in extinguishment of said rent and the half year rent due said first day of May 1864 and that he would require the said Mary Ann to be present to join in the execution of a deed in fee simple to your Orator for said property as by the said Covenant the said Mary Ann and John Frazier had covenanted and agreed to execute and deliver to your Orator whenever said money should be paid or tendered in payment And your Orator further shews that afterwards: to wit on or before the 28th day of April 1864 your Orator received from the said Amos J Musselman, the Attorney and agent of the said Mary Ann and John Frazier a letter bearing date the day and year last aforesaid which is herewith filed as part hereof and marked Complainants Exhibit No 6,

Whereby your Orator was notified by the said Mary Ann and John Frazier through their said Agent and Attorney that no money would be accepted as a legal tender of said sum of $18.333 $\frac{33}{100}$ according to the terms of the original lease & No Arrears except gold and Silver Coin of the United States, and notified your Orator not to go to any trouble or expense in the matter of the redemption of the ground rent on said property, as they supposed your Orator would not pay the sum



in gold and Silver Coin, And your Orator further charges and avers that he was ready and willing and fully prepared to pay said sum of $18333 $\frac{33}{100}$ and had the same with him ready and at hand to pay the same in the Treasury Notes of the United States commonly called Greenbacks issued under the act of Congress of the United States approved February 25th 1862 and by said act made receivable in payment of all taxes internal duties excises debts and demands of every kind due to the United States except duties on imports and of all claims and demands against the United States of every kind whatsoever except interest upon Bonds and Notes, which shall be paid in Coin, and by said Act of Congress it was enacted that said Treasury Notes should be (and do thenceforth become and continue up to the present time and even on the said first day of May 1864 and in said 2d of April 1864) lawful money and a legal tender in payment of all debts public and private within the United States except duties on imports and interest as aforesaid And your Orator in good faith they intended to make payment of the said sum of $18333 $\frac{33}{100}$ and all rent accrued to said 1st day of May 1864 in the Treasury Notes, lawful money and a legal tender in the United States as aforesaid, and your Orator is still ready and willing and has the said sum of $18.333 $\frac{33}{100}$ dollars, lawful money and a legal tender in the United States, as aforesaid wherewith to pay said sum of $18.333 $\frac{33}{100}$ dollars and is still desirous of extinguishing said rent and redeeming said property from the payment thereof under the covenant aforesaid and he is ready and willing if required to bring said sum of $18.333.33 dollars into Court to abide the event of this suit or to be paid by order of your Honorable Court to the said Mary Ann and John Frazier and Amos J Musselman Trustee or to the said Mary Ann Frazier, under the deed of trust aforesaid authorizing her to receive the same, as therein set forth whenever she or they shall execute and deliver a proper and sufficient deed in fee simple of said property and premises in extinguishment of said rent by said lease reserved And your Orator further charges and avers that he has had sum of $18 333 $\frac{33}{100}$ in lawful money and a legal tender of the United States as aforesaid in his hands set apart and made said payment in extinguishment of said rent ever since said 28th day of April 1864 whenever the said Mary Ann should call for it, and be ready to receive the same, and that your Orator has in consequence thereof, and by the refusal of said Mary Ann and John Frazier to accept said sum in manner aforesaid in the redemption of said rent sustained great loss and damages. And your Orator further shews that he is advised that under the covenant to said above named lease and he is entitled to have from the said Mary Ann and John Frazier and Joseph Cabot Trustee a conveyance in fee simple in extinguishment of said rent, of the above described property and premises upon the payment or tender in payment of said sum of $18.333 $\frac{33}{100}$ dollars lawful money and he is further advised that by the refusal of the said Mary Ann and John Frazier to accept of said sum of $18.333 $\frac{33}{100}$ in extinguishment of said rent the same be paid in gold and silver Coin of the United States and of their refusal to accept the payment thereof in the Treasury Notes lawful money and a legal tender within the United States as aforesaid