1831 by deed duly recorded among the Land Records of Balto County in Liber W.G. No. 202 folio 441 and the said John Frazier and Mary Ann Frazier conveyed to a certain Joseph Cabot the property in said Bill mentioned in trust for the purposes and objects and subject to the conditions limitations and provisions in said Bill mentioned and referred to and that Complainants exhibit No. 1 hereunto filed is a true copy of said above named deed. This Respondent also admits that on the 13th day of May 1833 by Indenture recorded in Liber W.S.G. No. 224 folio 415 &c. one of the said Records of Baltimore County the said Joseph Cabot and Mary Ann Frazier by virtue of the power in said above named deed contained leased all of said above named property unto a certain William C. Harris his personal representatives and assigns for the term of 99 years renewable forever, at and for the yearly rent of Eleven hundred dollars payable semi annually Five hundred and Fifty dollars on the first day of May and Nov respectively in each and every year. And that by the provisions of said lease it is expressly provided that during the covertures of the Complainant her receipt for the rent thereby reserved shall and should be a discharge of and for the same to, as much of the said trustee Joseph Cabot as the said William C. Harris his personal representatives and assigns and that said lease contains a repetition or recital in part of said deed of trust. And that Complainants exhibit No. 2 is a true copy of said above named lease. This respondent also admits that by a decree of the Baltimore County Court as a Court of Equity passed on or about the 7th day of October 1837 in a cause wherein John Gable was Complainant and the said Wm C. Harris and others were defendants Albert Constable and others were appointed trustees to sell the parcel of ground mentioned in the proceedings in said cause being the same premises mentioned in the Bill of Complainants and more particularly described in Complainants Exhibit No. 2 and the said property was sold by said trustees and after the ratification of said sale and payment of the purposes money was on or about the 25th day of July 1839. by said trustees granted and assigned to this Respondent by deed duly recorded among the Land Records of Balto County in Liber I.K.G. No. 292 folio 247 &c and that said above facts will appear more fully and at large by reference to Complainants Exhibit No. 3 which this Respondent admits to be a true copy of said last mentioned named Indenture or deed. And this respondent also admits that said lease to Wm C. Harris as by reference thereto will appear contains a covenant on the part of the said Mary Ann and John Frazier to execute or cause to be executed and delivered to the said Wm C. Harris his heirs or assigns a good and sufficient deed in fee simple of said lot of ground and premises free clear and discharged from the rent reserved by said lease on his or their paying or tendering unto payment to the said Mary Ann and John Frazier or the survivor of them and the heirs of the such survivor the sum of Eighteen thousand Three hundred

and thirty three and one third dollars over and above all rents accrued by virtue of said lease and then in arrear. And this respondent further answering responsive to the allegations in this behalf in said Bill contained charges and avers that on or about the 30th day of October 1843 under and virtue of the covenant aforesaid for the redemption of said yearly rent he did tender in payment to the said Mary Ann and John Frazier through their agent and trustee Joseph Cabot the aforesaid sum of Eighteen thousand Three hundred and thirty three and a third 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 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 said tender being made as aforesaid the said Cabot acting for and in behalf of the said Mary Ann and John Frazier and by their authority desired and requested this respondent to withdraw the tender as aforesaid made and stipulated and agreed on their behalf that this respondent would withdraw said tender and demand for the execution of the deed of conveyance aforesaid and consent to continue the payment of the annual rent of Eleven hundred dollars aforesaid for two years longer to wit to the first day of November 1845 that this Respondent should be allowed a deduction from said annual rent for said two years and hundred and fifty dollars viz Thirty five dollars and of each of the half yearly payments thereof falling due in said two years as by reference to the Complainants Exhibit No. 3 and hereunto filed as fully and more fully appear and which paper writing marked respondents Exhibit No. 1 is a duly certified copy of the original and produced in reference to the requisition of the Complainant therefor in her said Bill of Complaint. And this respondent 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 this respondent was induced to and did in fact withdraw the tender aforesaid made and did consent and agreed to continue the payment of the aforesaid yearly rent subject nevertheless to the agreement aforesaid for the deduction therefrom of the aforesaid sum of one hundred and fifty 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 the tender made as aforesaid. And this respondent 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. Hughes Esq and the said Joseph Cabot trustee as aforesaid acting through and by the said B. M. Hughes Esq and by the said Joseph Cabot and Mary Ann and John Frazier severally empowered and authorized thereunto, and this respondent 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 paper writings annexed to and endorsed upon said exhibits No. 1 and 3 more fully appear which said several paper writings are