

No. 8039 Equity.

16. That in spite of your orator's action and election to redeem said rents as before set forth said defendants wrongfully failed and refused to comply to him said revisions, and rents, and to accept from said sum said sum of money so due in payment for the same and to have declined to accept said sum of money or to execute and acknowledge in deed to your orator for said rents and said revisions or either of them upon the grounds as stated by said defendants that your orator did not exercise his right of redemption within six months after January First, 1905, as provided in the Contract between himself and said Charles W. Hoffman deceased, before referred to, although said Benjamin F. Reich assured your orator if they could do so with safety and without making themselves liable to their best friend and especially to said President and Council of Mount St. Mary's College, and it was suggested that an amicable suit should be brought to obtain a judicial determination of the question and the original Bill in this case was filed accordingly.

17. That in the Notice given December 1-1905, of your orator's intention to redeem said rents heretofore recited, they are described as the rents issuing "respectively out of nos. 1032, and 1034, North Calvert Street" which are the numbers by which said rents were and are familiarly known, no. 1032, being the number of the house erected on Lot 16, in said Lease.

18. That the Contention of the defendants that your orator did not exercise his right of redemption in time, is unjust and in violation of his rights and under said lease and the several extensions of the right of redemption before mentioned; that said ground rents were originally created for the sole purpose of raising money therefrom to improve said lots as before stated, and the said Ann P. Marshall furnished said Thirty two Thousand Four Hundred Dollars (\$32,400.00), upon the two lots comprised to her aforesaid as a loan and an investment for which she was to receive by the terms of said lease the aggregate sum of sixteen thousand and twenty dollars (\$16,200.00), annually, or one hundred and sixty two dollars (\$162.00) for each lot, being five per cent upon the amount