

No. 8039, Equity.

invested by her, and it was distinctly understood, at all times and by all persons interested in said ground rents that they were redeemable by your orator and your orator always understood that the amounts of said ground rents were in the nature of loans made to him, through said Wealey as his representatives secured by said deed for the same, and that he had the right to pay off said loans, and redeem his said properties from said ground rents, according to the terms of said lease, and the extensions of the same to the same extent he would have had the right to redeem said property from said mortgage before mentioned if his indebtedness had remained in the form of redeemable ground rents, and he never would have consented to the creation of irredeemable ground rents upon his said property.

19. That said Ann P. Marshall purchased said ground rents at Thirty-Two Hundred and Forty Dollars (\$3240.00) and for which she was entitled to receive one Hundred and Sixty-two Dollars (\$162.00) per year, being five per cent upon her investment and when said Charles W. Ross, Trustee, selected said ground rents as an investment for said bank funds, he took them at Thirty-two Hundred and Forty Dollars (\$3240.00) each and when said Charles W. Hoffman purchased them from said Charles W. Ross, Trustee, he paid Thirty-Two Hundred and Eighty Dollars and Fifty Cents (\$3280.50) each for them, being Thirty-Two Hundred and Forty Dollars (\$3240.00) and three months accrued interest or rent at five per cent, and after the death of said Charles W. Hoffman said rents were appraised under the order of the Orphan's Court of Frederick County at Thirty-Two Hundred and Forty Dollars (\$3240.00) each, that being the valuation at which they were charged to the defendants, but if your orator should be denied the right to redeem said rents and reversions and they should become irredeemable, their market value would be immediately advanced to the extent of approximately one Thousand Dollars (\$1000.00) each and the value of your orator's leasehold interest in said properties would be correspondingly depreciated, which would be inequitable and unjust and the imposition of a wrong and hardship upon your orator for the benefit of those who have no equitable claim thereto whatever.