

relinquished your dower therein during said lease, which will expire in 1821. Whether, upon the termination of said lease; you will be entitled to dower, is a question of some difficulty, and perhaps can only be solved by some further proof in point of fact, relative to the nature and effect of the contract between the late Judge Chase and Bryden. If it depend entirely upon the title papers, we should be of opinion, that dower in that property would be clearly demandable. But papers have been exhibited with the answer of Mr. T. Chase, which create a difficulty in determining whether the original contract with Bryden was in the nature of a mortgage, or an absolute purchase. If the first, dower is not claimable; if the latter, you are entitled to it as a matter of course. It was certainly not designed to have the effect of a mortgage by the late Judge Chase. We do not think, that the difficulty should prevent a settlement as to the residue of the property, in which dower is asserted, in relation to which, we have reason to believe, no opposition will be made to your claims. If before the lapse of five years, the question as to Bryden's property should not be settled, the question between you will be narrowed down to a single point, in the adjustment of which, we suppose, no great difficulty can take place. We are, &c. John Stephen, A. C. Magruder."

The agreement, upon which the suits spoken of in the foregoing letter, were brought to a close, was marked in this suit as exhibit S. M., and is expressed in these words:

"Hannah K. Chase and John P. Paca v. Samuel Chase and others; Hannah K. Chase v. Samuel Chase and others; and The same v. The same:

"It is agreed, that a decree shall pass in the first of the above cases, for the payment of the sums of money, with interest thereon, secured to be paid to the complainant Hannah K. Chase, by the two bonds in the proceedings mentioned and exhibited, executed by the Honorable Samuel Chase, deceased; one to John P. Paca, of Queen Ann's County, as a trustee of the said Hannah K. Chase, dated on the 14th day of February, A. D. 1809, for the payment of two thousand five hundred dollars; the other to the said John P. Paca, as trustee aforesaid, dated on the tenth day of July, A. D. 1810, for the payment of one thousand four hundred and

**208** \*thirty-seven dollars, together with costs of suit. It is also further agreed, that in the two last of the above causes, decrees shall pass, giving the complainant dower in the following tracts, pieces or parcels of land, to wit, one lot on Jones Falls; one lot called the Garden, and one other lot adjoining the same, (the said three lots or parcels of land being the same now advertised to be sold on the 7th of August next by the trustees for the sale of the real estate of Samuel Chase, deceased;) also in a lot of ground situated on the west side of Jones Falls, conveyed by the said