

Bryden, stipulating, in the condition, that if Bryden should pay him the sum of \$17,500, at the expiration of fifteen years from that time, and not before, or within one year thereafter, and not afterwards, that then he, Chase, would reconvey the property called the Fountain Inn to Bryden. After which, on the 2nd of April, 1811, Samuel Chase, Jun'r, one of these defendants, proposed to purchase this property of the late Samuel Chase, and in that proposal he speaks of the dower of the present plaintiff as a then vested legal right. This proposal was matured, and the property was conveyed by the late Samuel Chase to this defendant Samuel Chase, Jun'r, in trust, or out of which he was to make provision for Matilda Ridgely and Ann Chase, two others of these defendants, and daughters of the late Samuel Chase.

It has been urged, that Bryden always understood this contract between the late Samuel Chase and himself to be nothing more than a mortgage; and that he instituted a suit in this Court to set aside this absolute conveyance from Clarke to Chase, and to be let in to redeem. It has also been urged, that Samuel Chase, one of the present defendants, under a conviction that Bryden had a good and available right, purchased his interest. This may be all true; but surely the assertions of Bryden, however solemn or formal, or the mere acts or allegations of any of these defendants, not responsive to the bill, cannot be seriously regarded as a part of the legal and pertinent proofs in the case. Therefore, all these sayings and doings of Bryden, and of these defendants, must be entirely put aside as foreign to the subject now under consideration. There is then, in fact, no proof whatever, in relation to the nature of the contract between the late Samuel Chase and James Bryden, other than that afforded by these several deeds and instruments of writing themselves.

The various contracts, made at different times, by the several parties concerned, from Gough to the late Samuel Chase, exhibit this matter in an obscure and circuitous form, from which it may be, in some degree, relieved and shortened, without enfeebling the pretensions of either of the present parties, by regarding Gough, * Grant, Clarke, and Bryden, as the persons who held the entire estate, legal and equitable; and as the gran- **225**
tors in fee simple to the late Samuel Chase, for the consideration of \$17,500. It is clear from the indenture of the 4th of February, 1806, that the late Samuel Chase obtained the whole and entire interest of all those persons, as well at law as in equity; and became thereby vested with an absolute estate in fee simple. Because, it appears by the recitals of that deed, that he had paid Gough and Clarke for the legal interest they held; and that he had also paid for the equitable interest of Grant and Bryden. From this deed alone, therefore, there can be no doubt, that the