

late Anthony Hook; because none of them, as such, can have any title, but from one of his administrators, and no such title is alleged or pretended; and also, because none of them are made parties to this suit as plaintiffs; and Barbara Hagthrop and James Hook, who have been made defendants, are neither charged as, nor make any claim or defence in right of their being two of the legal representatives of the late Anthony Hook. And the case, when thus cleared, is on the part of the plaintiff simply this:

By a deed, bearing date on the 17th of August, 1797, the late Anthony Hook conveyed certain property, therein mentioned, to the late John Hook, on the terms specified in the deed; which property came to the hands of the late John, and after his death passed into the hands of Hagthrop and wife, as his administrators, and is now held and detained by them and the other defendants who claim under them. The plaintiff alleges, that this property, according to the nature and terms of the deed, was conveyed to John as an indemnity in case, and upon condition, that he should pay certain debts therein specified; which have not been paid. And consequently, that the late John Hook had held, and his legal representatives, and those who claim under them, now hold this property as trustees for the use of the late Anthony Hook, and his legal representative, who is now the present plaintiff. Upon which the complainant prays, that this property may be accounted for and delivered up, together with the profits thereof.

* The whole of this controversy has grown out of the deed of the 17th of August, 1797, from the late Anthony Hook **581** to his son, the late John Hook. This indenture, after reciting that Anthony Hook being justly indebted to John Moale and thirteen other persons therein named, but without specifying the amount due to all or any of them, declares, that John Hook had agreed to pay to those creditors of his father Anthony their several and respective debts, in consideration of which, and also, in consideration of natural love and affection for his son, and of the further consideration of five shillings, Anthony Hook conveyed to John Hook his leasehold right to two pieces of land, the one a lot of ten acres, part of the tract called David's Fancy, and the other a lot fronting on Alice Anna street in the City of Baltimore, together with certain negroes and personal property, all which are particularly described. The indenture then concludes in these words: "To have and to hold the said ten acre lot and the other lot on Alice Anna street for and during all the rest, residue, and remainder of the original terms granted for each respectively, subject to the rents and covenants reserved and contained in the above, in part, recited lease and assignment; and to have and to hold all and singular the household and kitchen furniture, plate, and negroes, unto him the said John Hook, his executors, administrators, and assigns, forever. Provided always, and it is the