

ground for attributing unfair or dishonorable motives to the plaintiff.

The explanation which has been given in regard to these discrepancies, seem to me entirely to relieve the complainant from any such imputation.

Whilst, however, the court abstains from expressing an opinion, with regard to the effect upon this case which the circumstance of Petherick's being an alien may be supposed to have; or, upon the question of his alleged laches, or abandonment of the contract, as evidenced by the correspondence, it is deemed not out of place to remark, that the *uncertainty* of the provisions of the instrument which is sought to be enforced, would present a serious objection, if the other difficulties were removed. If this contract is to be enforced against the defendant, the plaintiff should surely be required to perform the agreement on his part.

But what can he be required to do, and *when* shall he be required to do it? He tells you himself that *no time* is fixed for working the mines; that this is referred to his own discretion, and cannot be commenced until after the determination of the life estate of the mother of the defendant, she being still living. Upon the whole, the Chancellor thinks the want of mutuality, the uncertainty and the difficulty of enforcing the agreement, consistently with those principles of equity by which the court must be governed in the execution of its powers, forbid the relief asked for by this bill, and that it must consequently be dismissed.

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[This decree was affirmed by the Court of Appeals.]