

*Bryden* afterwards paid unto the said *Daniel Grant*, the said money with the interest due thereon: and whereas the said *James Clarke*, at the request of the same *James Bryden*, hath paid unto the said *Harry Dorsey Gough*, the sum of seven thousand two hundred and sixteen dollars and forty-two cents, money of the United States, being the balance due unto him for principal and interest; and thereupon the said *James Bryden* delivered up unto the said *Harry Dorsey Gough*, his said two bonds for conveyance as aforesaid, and the said *Harry Dorsey Gough*, at the request of the said *James Bryden*, did on the third day of February, in the year one thousand eight hundred and six, convey and make over the said two several lots or parcels of ground with the appurtenances, unto the said *James Clarke*, his heirs and assigns, for ever, as by his deed to the said *James Clarke*, duly executed and acknowledged, reference being thereunto had, will fully appear. And whereas the said *Samuel Chase* on the day of the date of this deed, at the request of the said *James Bryden*, hath paid to the said *James Clarke* the sum of seven thousand two hundred and sixteen dollars and forty-two cents, being the sum paid by him for the said *James Bryden* to the said *Harry Dorsey Gough* as abovementioned. And whereas the said *Samuel Chase*, on the date of this deed, hath also paid to the said *James Bryden* the sum of ten thousand two hundred and eighty-three dollars and fifty-eight cents, the receipt whereof is testified by his being one of the subscribing witnesses to the execution of this deed. Now this indenture witnesseth, that the said *James Clarke*," &c. conveying to *Samuel Chase* an absolute estate in fee simple.

The lease from the late *Samuel Chase* to *James Bryden*, bears date on the 26th day of February, 1806, of this property for the term of fifteen years, reserving an annual rent of two thousand dollars, is in the usual form, and the acknowledgment of it by *Chase* and his wife, the present plaintiff, is in the form required by law. The recital and condition of the bond in the penalty of forty thousand dollars, of the same date, from *Samuel Chase*, the plaintiff's late husband, to *James Bryden*, is expressed in these words:

"Whereas it has been agreed, on the day and year abovementioned, by and between the said *Samuel Chase* and the said *James Bryden* as follows, to wit: that the said *Samuel Chase*, his heirs and assigns, at and upon the expiration of fifteen years from the day of the date hereof, in the year of our Lord one thousand eight hundred and six, and not before, and at any time within one