

year from the expiration of the said fifteen years, and not afterwards, and upon the payment to him, the said *Samuel Chase*, his heirs or assigns, by the said *James Bryden*, his heirs, executors, administrators or assigns, of the sum of seventeen thousand five hundred dollars, in specie money of the United States, or gold coins as established by act of Congress, passed on the ninth day of February one thousand seven hundred and ninety-three, and not in paper of any kind; although the said *James Bryden* or his assigns should by law be authorized to pay paper money in lieu of specie; and in case of the said *James Bryden* or his assigns not paying the said sum of seventeen thousand five hundred dollars in manner as aforesaid at the expiration of the said fifteen years, but within the one year thereafter abovementioned, then upon the payment of the said principal sum, with legal interest thereon until payment within the said year, in manner and form aforesaid, shall and will well and truly convey by deed duly acknowledged and recorded according to law, unto the said *James Bryden* and his heirs, all that lot or parcel of ground lying in Baltimore town, now the said city of Baltimore, and contained within the following courses and distances, to wit: beginning for the same, &c. &c. together with all buildings and improvements erected upon the said two lots or parcels of ground, and which are particularly described in a deed duly acknowledged and recorded, and bearing date on the fourth day of February last, for the conveyance of the said two lots or parcels of ground by *James Clarke* to the said *Samuel Chase*, and in a deed bearing date on the day of the date hereof, for the lease of the said two lots or parcels of ground by the said *Samuel Chase* to the said *James Bryden*, for the term of fifteen years from the date of the said lease, and free from all incumbrances and right and title of dower whatsoever. Now the condition of the said obligation is such, that if the said *Samuel Chase*, his heirs or assigns, shall well and faithfully observe, perform and keep the said agreement on his part, according to the true intent and meaning thereof, then the said obligation shall be void, otherwise in full force and virtue in law."

All the other material circumstances of the case are sufficiently noticed by the Chancellor in delivering his opinion after the final hearing.

On the first of March, 1826, the plaintiff filed her petition, in which she stated, that the defendant, *Samuel Chase*, who had the control and management of the property in which she claimed