

but the letter of *Stephen and Magruder*, dated on the 28th of September, 1816, speaks of propositions for compromising these suits as then depending. And the Chancellor remarks, at the foot of his decree in the first cause, dated the 17th of July 1817, that "it is passed as being considered within the meaning of the agreement signed by the parties." Consequently, this agreement S. M. must have been executed some time between those dates.

By the agreement S. M., a decree was to be passed in the first case in favour of the plaintiff for the amount demanded, with costs; which was done accordingly on the 17th of July, 1817. As to the second and third, or the dower cases, as they may be called, the instrument of writing declares, that "It is also further agreed, that in the two last of the above causes, decrees shall pass giving the complainant dower in the following tracts, pieces or parcels of land, to wit,"—going on to specify certain property, without the least allusion to the Fountain Inn; and then proceeds in these words: "Provided, it shall appear to the satisfaction of the Chancellor, by the exhibition of title papers or otherwise, as he may order, that the said *Hannah K. Chase* hath a right to dower in the same. And it is further agreed, that a compensation in money shall be paid to the complainant by the defendants, for and in lieu of her dower in the property abovementioned, and that such compensation shall be fixed by the Chancellor, upon evidence offered to him of the value of the said respective pieces or parcels of land, by the actual sales, where sales are to be made by the trustees as aforesaid, and for want of sales, by depositions shewing such value; to be taken before some justice of the peace for Baltimore county, residing in the city of Baltimore, by either party, upon giving three days' notice. And it is further agreed, that the said bills be dismissed as to all the property in the proceedings mentioned, not specified and included in this agreement. And that the complainant pay the costs."

The motives, which induced the parties to enter into this agreement, are not expressed in the instrument itself; nor can they be clearly inferred from any thing that is said in it. The first suit, instituted by *Hannah K. Chase* and *John P. Paca*, seems to have no sort of connexion with the subsequent dower cases. According to the agreement, the plaintiffs, in that case, were to have a decree for all they asked; and then it proceeds to speak of the dower cases, without making any allusion whatever to that case. Therefore, while confining our contemplation to the agreement alone,