

difficulty can take place." After the receipt of this advice the plaintiff signed the agreement S. M.

These circumstances and this letter fortify the construction I have put upon the agreement S. M. The plaintiff's agreeing to dismiss her bills, as to the Fountain Inn, and also to submit to the payment of costs, is satisfactorily accounted for. It thus clearly appears, that so far from relinquishing any right, she then merely withdrew from before the tribunal, with a fixed resolution to return to the contest at a more convenient season; unencumbered with matters which might be then disposed of and finally adjusted.

It is, therefore, my opinion, that neither the institution and termination of those suits, nor the agreement S. M., can in any manner whatever be considered as a bar, or release of the right now asserted by this plaintiff.

The next question is, whether the late husband of the plaintiff had an estate in the Fountain Inn during their marriage, of which she is dowable. It is admitted on all hands, that the legal estate in fee simple of this property was originally in *Harry D. Gough*; all who are any way concerned in this controversy deduce their interests from him; and, consequently, the only question now is, whether *James Clarke*, to whom *Gough* conveyed, and the late *Samuel Chase*, to whom *Clarke* conveyed, held as mortgagees from *Bryden*, or any one else; or whether *Clarke*, and from him *Chase*, obtained an absolute indefeasible legal estate in fee simple, or only an equitable interest.

It appears, by the recitals in the conveyance, dated the 4th of February, 1806, from *James Clarke* to the late *Samuel Chase*, that *Harry D. Gough*, who was seized of an estate in fee simple in the land covered by the Fountain Inn, had agreed to sell it to *Daniel Grant*, and gave his bond with a condition to convey it to him when he paid the purchase money. *Grant* sold his interest, and assigned this bond to *James Bryden*; and *James Clarke* and *John Smith* became *Bryden's* sureties for the payment of the balance of the purchase money due to *Gough*, and also for the sum which he had agreed to pay *Grant*. *Bryden* paid and satisfied *Grant* in full. Then *Clarke*, it is said, at the request of *Bryden*, paid *Gough* \$7,216 42, the amount then due to him; who thereupon conveyed the fee to *Clarke*; and *Bryden* delivered to *Gough* his bond. After which, at the request of *Bryden* the late *Samuel Chase* paid *Clarke* the sum he had paid to *Gough*, and also paid to *Bryden* the sum of \$10,283 58; amounting altogether to the sum of \$17,500.