

Whereupon *Clarke* conveyed to *Chase* an absolute estate in fee simple. On the twenty-sixth of the same month, in which *Chase* had obtained this conveyance, he leased the property to *Bryden* for the term of fifteen years, reserving an annual rent of \$2000; to which lease *Chase's* wife, the present plaintiff, added her relinquishment of dower in the usual form. And on the same day on which the lease bears date, *Chase* executed his bond to *Bryden*, stipulating, in the condition, that if *Bryden* should pay him the sum of \$17,500, at the expiration of fifteen years from that time, and not before, or within one year thereafter, and not afterwards, that then he, *Chase*, would reconvey the property called the Fountain Inn to *Bryden*. After which, on the 2d of April, 1811, *Samuel Chase, jun'r*, one of these defendants proposed to purchase this property of the late *Samuel Chase*, and in that proposal he speaks of the dower of the present plaintiff as a then vested legal right. This proposal was matured, and the property was conveyed by the late *Samuel Chase* to this defendant *Samuel Chase, jun'r*, in trust, or out of which he was to make provision for *Matilda Ridgely* and *Ann Chase*, two others of these defendants, and daughters of the late *Samuel Chase*.

It has been urged, that *Bryden* always understood this contract between the late *Samuel Chase* and himself to be nothing more than a mortgage; and that he instituted a suit in this court to set aside this absolute conveyance from *Clarke* to *Chase*, and to be let in to redeem. It has also been urged, that *Samuel Chase*, one of the present defendants, under a conviction that *Bryden* had a good and available right, purchased his interest. This may be all true; but surely the assertions of *Bryden*, however solemn or formal, or the mere acts or allegations of any of these defendants, not responsive to the bill, cannot be seriously regarded as a part of the legal and pertinent proofs in the case. Therefore, all these sayings and doings of *Bryden*, and of these defendants, must be entirely put aside as foreign to the subject now under consideration. There is then, in fact, no proof whatever, in relation to the nature of the contract between the late *Samuel Chase* and *James Bryden*, other than that afforded by these several deeds and instruments of writing themselves.

The various contracts, made at different times, by the several parties concerned, from *Gough* to the late *Samuel Chase*, exhibit this matter in an obscure and circuitous form, from which it may be, in some degree, relieved and shortened, without enfeebling the pretensions of either of the present parties, by regarding *Gough*,