*Grant*, *Clarke*, and *Bryden*, as the persons who held the entire estate, legal and equitable; and as the grantors in fee simple to the late *Samuel Chase*, for the consideration of $17,500. It is clear from the indenture of the 4th of February, 1806, that the late *Samuel Chase* obtained the whole and entire interest of all those persons, as well at law as in equity; and became thereby vested with an absolute estate in fee simple. Because, it appears by the recitals of that deed, that he had paid *Gough* and *Clarke* for the legal interest they held; and that he had also paid for the equitable interest of *Grant* and *Bryden*. From this deed alone, therefore, there can be no doubt, that the late *Samuel Chase* held an estate in fee simple, of which this plaintiff is dowable.

But the bond of the 26th of February, 1806, it is said, shows that the previous contract, of the 4th of the same month, according to the true intention of the parties, is only to be regarded as a mortgage; that it is not, as it purports to be upon its face, an absolute sale; but a mere security for the loan of money from the late *Samuel Chase* to *James Bryden*. It is true, the court should, in cases of this nature, look into the various contemporaneous agreements and dealings between the parties to ascertain what was their design, and the real nature of their contract.(*m*)

This case is, however, susceptible of being still further simplified and reduced. Let it be supposed, that *Bryden* had obtained the entire estate in fee simple from *Gough*, *Grant*, and *Clarke;* and, being so seized, that he alone was the grantor by the deed of the 4th of February. Then, let this bond, of the 26th of February, be considered together with or even as a part of that deed. The whole will read as an absolute sale, with nothing more than a condition for a re-purchase.

That this whole transaction, from whatever point of view it may be contemplated, can only be considered as an absolute sale, with a condition or covenant for a re-purchase, is manifest; because, it wants all the usual badges and characteristics of a mortgage. The money paid was, so far as appears, a fair price for the absolute purchase of such property; liable to much injury, requiring frequent repairs, and of fluctuating fashion and profits. Although *Chase* was not put into actual possession, yet *Bryden* leased from him, and held as his tenant. *Chase* received the rents and profits for his own use and benefit, and gave no account of them whatever.

(*m*) Sevier *v.* Greenway, 19 Ves. 412.