The chief value of this lot of land within the city of Baltimore, consisted in there being a large edifice erected upon it, which was occupied and used as a tavern: the loss of which, if destroyed by fire or otherwise, must have been borne by *Chase;* as it was held at his risk entirely.(*n*) There was nothing of that reciprocity so essentially necessary to constitute a mortgage. It is as essential that the one party should have it in his power, at some specified time, to compel the re-payment of the money, or to foreclose, as that the other should have it in his power to redeem. But, although *Bryden* might re-purchase for a stipulated sum at any time, during the sixteenth year after the date of the contract, yet *Chase* could not compel *Bryden* to pay any sum of money, at any time: *Chase* took no bond, or other collateral security from *Bryden;* nor is there any clause in any deed or conveyance, by which *Bryden* covenants or promises to pay *Chase* any sum of money. If the edifices had been destroyed, or the property had been ever so much reduced in value, *Chase* could have recovered nothing of *Bryden.* The contract is, therefore, utterly destitute of that mutuality always incident and necessarily belonging to a mortgage of any description.(*o*) But it appears, by the lease from *Chase* to *Bryden*, that this contract was, notwithstanding the bond, regarded as an absolute sale with a condition to re-purchase, and nothing more, by *Bryden* himself; for, he obtained and accepted a relinquishment of the right of dower of the wife of *Chase.* And it appears, from the proposals of *Samuel Chase*, one of these defendants, made on the 2d of April, 1811, that he also, then considered the contract as an absolute sale; for, he speaks of this plaintiff's then existing right of dower.

Upon the whole I am satisfied, that the late *Samuel Chase* was seized of an estate in fee simple in this property, of which the plaintiff, as his widow, is entitled to dower.

The next inquiry is, as to the extent of the recovery. Some of the authorities cited in reference to this branch of the case, related exclusively to the modern creatures of equity, called terms attendant upon the inheritance, which were not clearly recognised and defined in England until about the year 1670; and which have, so far as I can learn, never been introduced into this State, and are not likely to become fashionable among us. The equitable principles

(*n*) Co. Litt. 205, n. 1; Pow. Mort. 125, note P., and 188, note T.—(*o*) Tasburgh *v.* Echlin, Pow. Mort. 133; Thornborough *v.* Baker, 3 Swan. 631; Goodman *v.* Grierson, 2 Bal. & Bea. 279; Robertson *v.* Campbell, 2 Call. 421; Roberts *v.* Cocke, 1 Rand. 121.