

In this state of things, on the 26th of March, 1812, this complainant agreed to give *James Bryden* \$12,000, for his interest in this property, the half of which he then paid to *Bryden*, and on the same day stipulated for the payment of the other half in these words: "I agree that on *James Bryden's* delivering to me of the original bond of my late father *Samuel Chase*, dated February 26th, 1806, duly assigned to *Richard M. Chase*, and also procuring Mrs. *Margaret McIntosh* of New York to assign and make over to the said *Richard M. Chase* a release of a mortgage given by the said *James Bryden* to her late husband; and also giving the said *Richard M. Chase* a good title to the lots and houses in the city of Baltimore, mentioned in the said bond, and also on his assigning to the said *Richard M. Chase* the original policies of insurance on the said houses: to give him good negotiable notes for the sum of \$6,000 payable six months thereafter." This is the contract referred to in the bill as exhibit A; that referred to as the receipt exhibit B, is not among the papers; and, as it was not noticed in the argument, it is presumed was considered wholly unimportant. It is not any where distinctly stated or shown from what time *Barney* was to be considered as the tenant of *Chase*; but it would seem, that it was from the first of April 1812, as *Barney* says he paid the whole of his rent to the end of his lease from that day to the complainant *Samuel Chase*.

In October, 1808, the State for the use of *Christian L. Manhardt*, one of these defendants, obtained a judgment in Baltimore County Court, against *James Bryden*, for the sum of \$10,035 95, to be released on the payment of \$5,018 82, with interest from the 1st of October 1803, and costs. Upon this judgment an attachment was issued, and returned to March term, 1809, laid in the hands of *John H. Barney* as garnishee, and at March term 1811, the sum of \$1,002 40, was condemned in his hands, but without costs. This attachment was renewed and returned to October 1811, laid in the hands of *John H. Barney*, as garnishee, and judgment was rendered against him for \$494, without costs, at March term, 1812. An attachment was then again immediately sued out on the same judgment; and, as it would seem, some time previous to the 17th of July following, was laid in the hands of the complainant *Samuel Chase*, and so returned to the ensuing September term. This case was afterwards continued, from term to term, until March 1817, when it was entered, "continued to await the decision in a cause in chancery." And at the following Sep-