

The whole of this controversy has grown out of the deed of the 17th of August, 1797, from the late *Anthony Hook* to his son, the late *John Hook*. This indenture, after reciting that *Anthony Hook* being justly indebted to *John Moale* and thirteen other persons therein named, but without specifying the amount due to all or any of them, declares, that *John Hook* had agreed to pay to those creditors of his father *Anthony* their several and respective debts, in consideration of which, and also, in consideration of natural love and affection for his son, and of the further consideration of five shillings, *Anthony Hook* conveyed to *John Hook* his leasehold right to two pieces of land, the one a lot of ten acres, part of the tract called *David's Fancy*, and the other a lot fronting on *Alice-Anna street* in the city of *Baltimore*, together with certain negroes and personal property, all which are particularly described. The indenture then concludes in these words: 'To Have and to Hold the said ten acre lot and the other lot on *Alice-Anna street* for and during all the rest, residue, and remainder of the original terms granted for each respectively, subject to the rents and covenants reserved and contained in the above, in part, recited lease and assignment; and To Have and to Hold all and singular the household and kitchen furniture, plate, and negroes, unto him the said *John Hook*, his executors, administrators, and assigns, forever. *Provided always*, and it is the true intent and meaning of these presents, and of the parties hereto, that if the said *John Hook*, his executors, administrators, or assigns, shall absolutely omit, neglect, and refuse to pay the said recited creditors of the said *Anthony Hook*, their several and respective just debts and demands against the said *Anthony Hook*, then this indenture, and every matter, clause, and thing, therein contained, shall cease, determine, and be utterly null and void to all intents and purposes whatsoever, any thing herein contained to the contrary thereof in any wise notwithstanding.'

This proviso and condition is explicit and unequivocal. The estate conveyed to *John Hook* was to be null and void on his failing to pay and satisfy the enumerated creditors of *Anthony Hook*. It is in fact a conveyance by *Anthony Hook* of certain property to *John* upon condition, that he should advance a certain sum of money for the use of *Anthony Hook*. This proviso, with the recital, gives to the whole the shape and character of a pledge or mortgage from *Anthony* to *John*. It was intended to indemnify *John Hook* for money advanced by him to the use of his father.