containing two hundred and thirty-five acres, during their lives and the life of the survivor, without impeachment of waste; and after the death of the survivor I give and devise the same unto the children of my daughter Matilda and their heirs, to be equally divided among them. I hereby revoke the devise of part of the Plains to my daughter Hester Ann, and substitute the above clause in the place of it. I hereby revoke and annul that part of my will, by which I devise to each of my grandchildren, two shares in the Farmers' Bank of Maryland, from an apprehension that my executors will not have sufficient funds to comply with it. I also revoke and declare void, that clause in my will by which I bequeath sixty shares of stock in the Farmers' Bank of Maryland to my daughter Hester Ann, and in lieu thereof, I give and devise unto her all my right, title and interest in twenty-one acres of land which I leased to Rachel Dorsey, now deceased.

Jeremiah Townley Chase.

Signed published and declared by the testator as a codicil to his last will and testament, and attested by us at his request and in his presence.

William S. Green,
R. J. Cowman,
Edward L. Nicholson.

Complainants' Exhibit I.

This Indenture, made this 7th day of May, in the year of our Lord one thousand eight hundred and fifty-nine, between Hester Ann Chase, of the city of Annapolis, in Anne Arundel county, and State of Maryland, a feme sole, of the first part, and Thomas Winans of the city of Baltimore, and State of Maryland, of the second part,

Witnesseth, that the said Hester Ann Chase, for and in consideration of the sum of ten thousand dollars, lawful money, to her paid by the said Thomas Winans, the receipt whereof she doth hereby acknowledge; and also, in consideration of the payment to her of the rent hereby reserved, doth grant and lease unto the said Thomas Winans, his personal representatives and assigns, all that lot or parcel of land situate and lying in the city of Baltimore aforesaid, being part of the tract called Upton Court, and the same that by indenture bearing date on or about 15th day of November, in the year one thousand seven hundred and eighty-two, and recorded among the land records of Baltimore county, in Liber W.G. No. O, folio 60, &c, was demised and leased by Richard Moale to a certain Mark Pringle, for the term of ninty-nine years, renewable forever, subject to the payment of the yearly rent of forty-five shillings, sterling money, per acre, and which lot is therein described as follows: Beginning on the east side of the main road leading from Baltimore town, (now city aforesaid,) to the Ferry Point of Patapsco river, at the southwest corner of that piece of land heretofore sold by said Moale to Edward Hopkins, and running thence with and bounding on the east side of said road, until it reaches the land that said Moale leased to Jonathan Hudson, (now owned by said Winans,) and with and bounding on said land leased to said Hudson, as aforesaid, to a small lot of land last leased to said Hudson and down and with the south side of Herring pond, to a cedar tree, the beginning boundry of the land leased to said Hudson, as aforesaid; then with and bounding on the water, then across the south branch of Herring pond, with and bounding on