agreed, that the said lease should contain a provision for the redemption of the said rent and purchase by the lessee or its assigns, of the reversion in fee of the said parcel of land, consisting of the said two lots from the lessors, their heirs or assigns, at the expense of the said lessee or its assigns, upon the payment or tender to the lessors, their heirs or assigns, at any time after the expiration of fifteen years, accounting from the commencement of the said term and during the continuance of the said devise, of the sum of seventy-one thousand six hundred and sixty-seven dollars, in gold coin of the United States, and of all arrearages of rent then due and unpaid, and of a proportionate part of the accrued quarter's rent.

15. The plaintiffs, in conjunction with the said Laura Patterson, trustee as aforesaid, the latter authorized or to be duly authorized by the Circuit Court of Baltimore city to join therein, are, and ever since the making of the said agreement are, and have been ready and willing to perform the same on their part, and the said Baltimore and Ohio Railroad Company would be desirous of performing the same on its part but for a doubt or question as to the legal construction of the said last will of William Patterson, deceased, and the character and extent of the title of the children and grandchildren aforesaid, of the said Edward Patterson, deceased, thereunder, in and to the said parcel of ground consisting of the said two Lots Nos. 39 and 40, and the ability of the plaintiffs (in conjunction with the said Laura Patterson, as surviving joint tenant, in trust and authorized as aforesaid) to make a valid and effectual lease of the kind agreed upon as aforesaid.

16. It is agreed between the parties hereto, that the said question of the construction of the said will of William Patterson,

shall stand for the adjudication of the Circuit Court of Baltimore city, with right to either party to appeal to the Court of Appeals from the decree of the said Court in the premises, upon this special case stated, as fully and effectually as the said Court and Courts might or could have jurisdiction of the said question upon a bill of complaint filed in due form, and with proper parties praying the specific performance of the said agreement.

A. W. Machen,
Solr. for Plaintiffs.
John K. Cowen,
Solr. for Deft.

Submission for Decree.
(Filed 6th January 1888.)

Laura Patterson and Others, Plaintiffs, vs. The Baltimore and Ohio Railroad Company.	In the Circuit Court for Baltimore City. (Special Case Stated.)

This case is submitted for immediate decree.

A. W. Machen,
Solr. for Pltffs.
John K. Cowen,
Solr. for Pltffs.

January 6, 1888.

Decree, and Order for Appeal thereon.
(Filed 6th January 1888.)

Laura Patterson, Sidney Smith Swan, Donnell Swann, her husband and Laura Patterson Trustee, Plaintiffs, vs. The Baltimore and Ohio Railroad Company, Defendant.	In the Circuit Court of Baltimore City. (Special Case Stated.)