

defendant. The premises, stated to have been so leased by the complainant, are described as being on Union Dock, in the city of Baltimore, and it is charged, that the defendant took possession thereof in pursuance of said renting, and now occupies, and uses them for opening and exporting oysters, and that the plaintiff was to have and receive therefor, all the oyster shells, produced from said establishment, be their value more or less, as rent for the premises aforesaid. The bill also states, that the plaintiff, in pursuance of the agreement, received and carried away all the shells, from the summer and fall of 1848, until November, 1849, when, for the first time, the defendant denied his right, and prevented the plaintiff from taking the shells away. And there is also an averment that the defendant had sued the plaintiff at law, for the value of the shells he had received, &c.

The bill then seeks to enforce the specific performance of the lease, or the agreement for a lease, therein set up. But what sort of an agreement is it, of which this court is asked to enforce the execution? It is stated to have been entered into some time in the summer of 1848, about the month of August, *but when is the lease to expire?* There is to be a specific, that is, an exact, execution of the agreement set up in the bill; but how can the court decree any such execution, when it is not informed of one of the essential terms of the agreement it is asked to enforce? Is the defendant to be compelled to perform the alleged contract on his part, for one year, or for ten, or for any other number of years? It is no answer to say, that the duration of the lease, appears by the answer of the defendant, because the plaintiff's right to a decree, must depend upon the case made by his bill, and the proof in support of it. If the answer of the defendant is relied on to show the agreement, then it will be found, that one, essentially differing from that contended for by the plaintiff, was actually made, and, of course, the plaintiff would have no title to the aid of the court. The plaintiff cannot ask for the interposition of the court in his favor, unless he states and proves an agreement sufficiently certain, and definite, to make it confident that the decree will en-