proceedings of the Court of Chancery is as follows.

To Wit.

In Chancery. July Term 1817.

Negroes Araminta Chew and others by J Davis their next friend

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The heirs and Devisees of Richard Darnall

This case was argued at the present Term & Notes were filed on behalf of one of the heirs. Since which the proceedings have been considered. It is the first Instance I believe of an application to record a Deed of the Kind but I am nevertheleys of opinion that it ought to be granted. It was made under the act of 1792 Ch 41. the course of proceedings under which was remarked on in the Order of February 18th 1817. No measures have been since taken for having the facts before the Court and the Defence has been made on the construction of the Law. The words of the act are general "Any Deed to the validity of which recording is necessary. It speaks of Land or other thing conveyed. and the Original act on the same subject (1785. Ch 72) spoke of the thing or premises. The act of 1785 prescribes no time for the recording. That of 1792 adopts the time within which the Deed ought to have been recorded. The act of 1796 ch 67 directs that Deeds of Manumission shall be recorded within six months that it is not so strong in its expressions as the act of 1715. Ch 47. which directs that no Lands &c. shall pass by Bargain and Sale only unleys the Deed be acknowledged and Enrolled within six months. The recording however has been considered so necessary under the act of 1796. that after the six months a Claim to freedom under a Deed could not be maintained without it. But I apprehend that the former slave would have a right of freedom from the Delivery of the Deed for nearly six months tho subject to be divested by his neglect to have it recorded within the limited time. It was argued that the Deed of Manumission conveyed nothing. but a right may be conveyed or granted as well as property. and the words of the act are that the person possessing a slave may by writing &c grant him his freedom. As to the right of the parties to bring this Suit which has been questioned I consider their possession of the Deed to which they were parties sufficient for such a suit the next friend being answerable for Costs. The grantor Richard Darnall gave them a power to perfect the Deed by recording. They neglected to use that power. But if the Law extends a remedy to any and every Deed it must allow the right of application for that remedy to any Grantee therein named. Altho the neglect to record the Deed divested the right which might have been perfected by the Grantee it may be revived by the Provision made for recording as the right to maintain an Action of Ejectment might be lost and recovered. May out of the case the length of time between the Date of the Deed and that of the Petition for recording and the allegation of the Grantor altering his mind of which there is no Evidence. And it is then the ordinary case of a Deed being unrecorded without any fraud latent intention of the party claiming under it