

day of June, in the year of our Lord 1675, lay out for your said petitioners the said severall tracts of 500 and 800 acres of land in Chester river, in the county aforesaid, by the severall names of Rousby and Sledmar, as by the surveys thereof under the hand of the said deputy surveyor, bearing date the said 12th day of June 1675, remaining upon record more at large appeareth :

“ That it was some years after the said surveys were made, before patents thereupon could be obtained, which when they were sealed, were made to bear date the same instant, viz. the 17th day of December, in the 5th year of your lordship's dominion, anno 1679 : without reciting the time of the date of the aforesaid surveys.

“ That since the date of the said surveys and before the date of the said patents, certain persons have by vertue of other warrants of survey taken up the aforesaid tracts of land or the greatest part thereof, and have gott pattent or pattents for the same, dated before the pattents of your petitioners, whereby your petitioners are in danger of loosing their said land.

“ Your petitioners therefore humbly pray that your lordship will please to order new pattents to be ingrossed for your said petitioners said severall tracts, and that the same pattents may either bear the same dates of the aforesaid surveys, or that at least the dates of the aforesaid surveys may be recited in the same pattents, that it may plainly appear thereby from what time, your petitioners had interest in the aforesaid land.

“ And your petitioners as in duty bound shall pray, &c.

“ Whereupon ordered, that the petitioners delivering up the former grants, new patents be drawn for both the tracts mentioned in the petition, reciting therein the date of the certificate as is prayed.

“ It was also ordered, that for the future all patents doe from henceforth recite the dates of their certificates. Mr. Christopher Rousby humbly moves this board, that there was also another abuse generally used in all pattents which was likewise very erroneous, and contrary to all law, right and good reason, and that was the provision in the latter end, touching alienations which positively requires the payment of the alienation to be made by the patentee, thereby giving the vender liberty to take advantage against the vendee of his own act and deed ; for (as the words now run) if the purchaser do really pay the alienation, yet the first patentee denying his order to the vendee, so to doe in the strictness of the words renders the alienation void and of no effect, and consequently the land reverts to the patentee.