

vey. The only evidence he produces of his contract is a certificate for *four hundred and two* acres in the reserves of Baltimore, sold to him by the intendant, but this certificate not ascertaining the precise situation of those 402 acres, he produces a certificate from Mr. Callahan, of his application, on the 3rd of December 1779 for one special warrant for 200 acres, another for 100, a third for 100, and a fourth for 40, amounting in the whole to 440 acres, all lying in the said reserves; and he now alledges, that the land in dispute was described by two of the locations in the said warrants.

There is however no evidence that Mr. Callahan's certificate was *ever* produced to the intendant, by way of ascertaining Hurst's purchase.—On the contrary, as this certificate and the intendant's certificate of purchase differ in quantity, there arises a presumption that it could not have been produced to the intendant, at any time *before* the sale.—Besides, even supposing it to have been produced at the sale, the description in the application being vague and indefinite, and no survey being made by Hurst on this land, until a few days ago, and after a lapse of seven years from the purchase, and after a variety of surveys made by him of other lands under his purchase, it ought not, without some further proof than appears, to prevail against a survey made under a warrant. There is this further consideration; the application was for warrant to affect lands not then liable to a warrant; and, if they were afterwards made liable by the act of Nov. 1781, ch. 20, yet, the application not being pursued, agreeably to the said act, it conferred no kind of right on Bennet Hurst; and there is no direction in any law for the intendant, in his sale of the reserves, to prefer those who had, at any time, made a fruitless application for warrant.

Upon these considerations, it seems to the chancellor to be perfectly clear that Bennet Hurst has not supported his caveat; altho' it appears that he warned Markey not to survey, and altho' the certificate of purchase should be deemed clear of error.—But it appears from the entry of the purchase on the intendant's books, that 200 acres had been sold to the said Hurst, at the price of 4s. 3d. per acre, making £42 10, instead of 402 acres for £42 10, which would be 2s. 1d. and the fraction of a penny per acre.—When it is considered further that 4s. 3d. per acre was almost the lowest price of land in the reserves, sold to others, it cannot otherwise be conceived than that the certificate is erroneous, and the entry right:—

Again—the chancellor considers the declarations heretofore made in his presence by the said Hurst with respect to his purchase, as a strong confirmation of the truth of the entry on the books—it appears too, from the information of the