

5th. Did you ever know an instance in which a certificate had been vacated for any defect unless the person caveating shewed his interest in the land?

*Answer.* He does not now recollect any particular instance in which a certificate was vacated for any defect, unless the person caveating shewed his interest in the land; except where in one case the chancellor declared both certificates void; and, in another, where the party admitted there was no actual survey.

6th. Is it not the invariable practice? or did you ever know the judges to order a certificate to be vacated or corrected, where the interest of the caveator did not appear?

*Answer.* To the first part of the question he answers that it has been the practice for caveators to shew their claim to the land at the time of hearing: To the second part, that he does not recollect any case in which the judges ordered the vacation or correction of any certificate where the interest of the caveator did not appear.

7th. At the time of trial of the caveat unless the interest of the caveator did appear or was admitted, has it not been the invariable practice to dismiss the caveat unless the caveator required further time to make his interest appear?

*Answer.* That from the cases stated as exceptions in the 5th question, it cannot be considered to have been an invariable practice to dismiss caveats unless the caveator shewed his interest, but states it to have been a general practice.

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*Questions by the Defendant to Mr. CALLAHAN.*

1st *Question.* Did you ever know a caveat dismissed where the certificate caveated was objectionable because the caveator had no interest in the land included in such a caveat?

*Answer.* I have no recollection of any such case occurring.

2nd *Question.* If a person having no legal seizin in an original, executed a warrant of resurvey including vacancy and paid the caution money, and this same vacancy was afterwards included in a subsequent certificate, and paid on,—on a caveat by the latter, would the first certificate, according to the general usage of the land office, be vacated as to the whole of the vacancy? if yea, mention any particular instance.

*Answer.* I do not recollect any instance where on caveat on the ground of the party not being seized in fee, and the allegation supported, that the caveat did not prevail, so far as my recollection goes, in all cases in the land office.