

Land called the worlds End (w<sup>ch</sup> he is the rather induced to believe) because that on the nicest Scrutiny he has been able with the assistance of the most able and Skillfull Surveyours to make into the bounds of the Land called the Worlds End and the Land called Martinson he has good reason to believe and doubts not to demonstrate to this Hon<sup>ble</sup> Court that Martinson lyes some distance from any Part of the Worlds End as by the Bill is falsely Suggested and if true as the Def<sup>t</sup> is advised would not in Law or Equity Entitle the Compl<sup>t</sup> thereto the survey thereof being prior to that of the Worlds End and the Def<sup>t</sup> having purchased the same for a valuable Consideration which has been by him really and Bona fide pay'd that the Def<sup>t</sup> purchased the said fifty Acres of his L<sup>d</sup>ships Agent but doth not particularly remember what expressions were by him used when he apply'd to his L<sup>d</sup>ships Agent for purchasing the same but denys that he ever made use of any false or undue Suggestions or means to procure the same or took any other but the usuall methods of Bargaining or Contracting that the Def<sup>t</sup> also denys that ever the Compl<sup>t</sup> made any Application to him about the said Land otherwise than in a Manaceing manner threatning that he would Spend five hundred pounds at Law but that he would recover the Same if the Def<sup>t</sup> would not Surrender what he had so as af<sup>d</sup> realy bought and paid for to him that the Def<sup>t</sup> thinks that the said fifty Acres of Land as Convenient Scituated for himself as any other and that if the same were remote and inconvenient it would not (as the Def<sup>t</sup> is Advised) distroy his right thereto the Conveniences or Inconveniences (as he Conceives) being only to be regarded with respect to the value of the Land and not the right of any Person thereto and that the Def<sup>t</sup> beleives and hopes as far as is [495] Necessary to prove that the severall other Allegations Contained in the said Bill are false without that, that any other matter or thing in the said Bill of Complaint contained Materiall or Effectuall for this Def<sup>t</sup> to make Answer unto and not herein or hereby well and Sufficiently Answered unto Confessed or Avoided Traversed or denyed is true all which matters and things this Def<sup>t</sup> is ready to Avert Maintain and Prove as this Hon<sup>ble</sup> Court Shall Award wherefore this Defendent Humbly Prays a Dissolution of the Injunction Obtained by the Compl<sup>t</sup> not only without any Equity or reason but even ag<sup>st</sup> both purely to Vex the Def<sup>t</sup> and burthen him with heavy and unnecessary Charges to Compell him to give up his right and that the Def<sup>t</sup> be hence Dismist with his reasonable Cost and Charges in this behalf most wrongfully Sustained

D Dulany.

Jurat. Coram me May the 3<sup>d</sup> 1719 Phile Lloyd.

Afterwards to Wit the ninth day of May in the same year and at the same Court comes Nathaniel Hynson Gaurdian as af<sup>d</sup> by Thomas Bordley Esq<sup>r</sup> his Councill and Exhibits his replication to the Answer afd as follows (Viz<sup>t</sup>)

The Replication of Nathan<sup>h</sup> Hynson next friend of Nathan<sup>h</sup> Hynson a Minor to the Answer of John Ward.