

On the 14th of May, 1830, the plaintiff filed his petition, on oath, with the affidavits of three other persons in support of the allega-

withstanding which the defendant had since bought or leased a piece of ground, as a landing, about twenty yards below the said acre, in order to defeat the advantages resulting from the said lease, to the manifest injury of the plaintiff. Upon which it was prayed that the defendant might be compelled to abate and stay the ferry so by him lately erected, and be prohibited from erecting any other ferry on the tract of land called United Friendship than the joint one, which had been previously established; and that the plaintiff might have such other and further relief as the nature of his case might require.

To this amended bill the defendant, on the 14th of January, 1798, put in his answer, in which he said, that he admitted he had, since the service of the injunction, erected and supported a new ferry over Patapsco River, on his own part of United Friendship, and had deserted the former ferry; which was not done with a view to defraud the plaintiff, but to increase the value of the defendant's own property: that he had purchased, and was then the sole owner, of two acres of land, on the west side of Patapsco River, which he used as a landing to his newly erected ferry; that the Baltimore Company had loosely agreed to lease an acre of ground to these parties, but this defendant never conceived that any permanent interest was contracted for as stated, but that it was a matter of temporary accommodation, from which these parties and all others might be, at any time, precluded by the Baltimore Company.

On the 29th of March, 1798, the plaintiff, by his petition, stated, that it was necessary for the illustration of the matters in dispute, to have the tract of land called United Friendship laid down, together with the division thereof, the improvements on their respective parts, and the ferry. Whereupon he prayed for an order of survey, &c.

HANSON, C., 29th March, 1798.—Ordered, that the surveyor of Baltimore County lay down and return a plot and certificate of any land which he may be instructed by either party to lay down, for illustration of the dispute between them.

Under this order a survey was made, and a plot and certificate returned accordingly; and the commission, which had been previously issued, was also returned, with the depositions of sundry witnesses, and some documentary evidence was also returned and filed on the 5th of May, 1798. After which the case was set down for hearing on the 8th of November, 1798.

But on the 30th of October, 1798, the defendant, by his petition on oath, stated, that since the return of the commission and the survey, he had discovered that the land whereon the ferry-house, landing, &c. stand, was not included within the lines of the tract called United Friendship, and that he had taken it up as vacant land, agreeably to the rules of the land office; that it was essential to have some additional locations made, which were not known to him until since the return of the commission. Whereupon he prayed, that the hearing might be postponed, &c.

HANSON, C., 5th November, 1798.—It is stated to the Chancellor, on behalf of the complainant, that in executing the order for laying down lands for illustration, the surveyor hath refused to make out the complainant's illustrations on the plots whereon he hath made out, or is about to make out the