

will be decreed to deliver up and reconvey to the plaintiff whatever of the ten acre lot, thus acquired by him, he may now hold; and to account for the rents and profits thereof from the date of the deed under which he obtained possession, with such just allowances as he may be entitled to; the nature of which shall be specified.

Samuel Moore and George A. Hughes answer jointly, they positively aver, that they are purchasers of William McMechen for a valuable consideration without notice. But they exhibit no evidence of title, nor any proof of right whatever. According to the rules and principles before laid down, they cannot be permitted thus to swear themselves into the estate of the plaintiff; and, consequently, even if their answer were, in other respects, fully responsive to the bill, it could not avail them as a defence, unsupported as it is by proof. These defendants will, in like manner, be decreed to deliver up and reconvey to the plaintiff the property held by them; and be also charged with rents and profits from the first day of May, 1818, when it appears they obtained possession.

John Cator, by his answer, states, that he purchased of McMechen, that which he holds. His predicament and pretensions are similar, in all respects, to those of Moore and Hughes. Cator, therefore, will likewise be decreed to deliver up and reconvey; and also to account for the rents and profits of what he holds, from the first of May, 1818, when he was let into possession; with such just allowances as shall be specified.

John S. King, by his answer, states, that he leased from the defendant Cator; but having exhibited no better title than his lessor, * will be, in like manner, ordered to deliver up, reconvey, and account for the rents and profits to the plaintiff from the 9th of March, 1819, when he took possession. **588**

John Weaver, in his answer, says, that he too is one of those who purchased of William McMechen. This defendant has also left his answer wholly unsupported by any exhibits or proofs. He will therefore be decreed to deliver up, reconvey, and account for the rents and profits to the plaintiff. He admits, that he obtained possession in the year 1819; but does not specify the day or month; a medium, in the absence of such proof, must therefore be assumed, and the account must commence on the first day of July of the year 1819; with such just allowances as shall be specified.

The defendant John Fitzgerald, in his answer, states, that, on the 4th of September, 1806, he purchased of John H. Hall, a part of a parcel of ground, containing ten acres, part of a tract of land called David's Fancy, that he gave for it a valuable consideration, and had no notice of the claim of the representatives of the late Anthony Hook. He then goes on to state, that he purchased of the defendant Hagthrop two other parcels of the same ten acre