

in 1825. That the complainant, Etheldra, is one of the heirs at law of said Chapman, and in the division of his real estate, this land was allotted to her as a portion of her inheritance, and that complainants have been and still are in possession of the same, but Morris has never executed a deed therefor, but has instituted an action of ejectment to recover possession thereof. The bill then prays for an injunction to restrain this ejectment suit, and that Morris may be decreed to convey the title to the land to complainants, and for general relief.

Morris, in his answer, says, he is ignorant of the alleged division of Samuel Chapman's estate, and positively denies any contract or agreement on his part for or touching one-half or any part of "Morris Landing." He avers that, being interested in certain lands formerly belonging to one Knox, he was informed of the vacancy called "Morris Landing," and accordingly, in 1817, obtained a special warrant to affect said vacancy, as appears by the patent and surveyor's records, exhibited with his answer. That about the same time, for the benefit of himself and one Hanson, he obtained another special warrant to affect other vacancy, and finding that Samuel Chapman had also obtained another warrant of resurvey, it was agreed between Hanson, Chapman and himself, that the warrant obtained by Chapman should be executed instead of the one for the joint use and benefit of Hanson and himself, and that the costs of the survey should be paid by himself and Chapman; that this warrant was executed, and all the costs paid by himself, and the warrant was laid on lands entirely different from "Morris Landing," and the lands thus taken up by Chapman were called "Smithfield." That Chapman paid the caution money on "Morris Landing," not because he was interested therein, but because he, Morris, paid the whole cost of Smithfield. He denies that he ever sold, or offered to sell, either "Smithfield," or "Morris Landing," to Chapman; that said Chapman always admitted that "Morris Landing" was respondent's property, and rented the same for several years before his death from respondent, who had the exclusive possession thereof for several years after the survey and patent aforesaid,