

and rented the same to sundry persons. He then denies that there was any agreement, parol or written, and insists "that if there was any agreement, it was not reduced to writing, and signed by the parties, as required in such cases by law," and also denies that the caution money was paid, or possession taken under any such agreement as is set up in the bill.

The testimony chiefly relied upon to sustain the allegations of the bill, was that of John G. Chapman, a son and heir at law of Samuel Chapman, and Elizabeth Chapman, the widow of said Samuel Chapman.

John G. Chapman proves, in substance, that he frequently heard both Samuel Chapman and the defendant, Morris, say, that the vacancy was discovered by Chapman, and at that time the adjoining land was owned by one of the Jenifer family. That Chapman told Morris of the vacancy, and the latter proposed to take it up in his own name, alleging that Jenifer had once interfered with him in relation to some land; that Chapman consented that the land should be taken up in Morris' name, and agreed with Morris that he should have one-half, and Chapman the other, and the land was taken up with that understanding and agreement; that the warrant was obtained in Morris' name, and the patent issued to him in virtue of the understanding between him and Chapman, that the land was to be held as their joint property. That witness has also been told both by said Chapman and Morris, that the former was to purchase the latter's half of "Morris Landing," provided he got the adjoining land, which had been owned by Jenifer, and sold to one Dunnington, and was to allow him the price he paid for Dunnington's land, \$8 *per acre*, and Dunnington's land was purchased by Chapman in 1821. That the land was always held by said Chapman, except a part of the shore, which was rented one year to a man from Virginia as a fishery, and for the rent of which suit was brought in Morris' name, because he and Chapman both having been present at the renting, it was agreed between them that Morris should receive the rent, as Chapman was a witness to the contract, but that Morris told witness the whole land then belonged to Chapman, who