neur vs. *Elmendorf*, 5 *Johns. Ch. Rep.*, 79. And as there can be no doubt of the good faith of the witness, and he has not by his covenant warranted the title, except as against himself and his heirs, I think him a competent witness. As to Mrs. Elizabeth Chapman, no disqualifing interest is shown in her. But conceding that she is not competent, (though I certainly think she is,) the very full and conclusive evidence of John G. Chapman, together with the other circumstances of the case is, in my opinion, quite sufficient to entitle the complainant to a decree.

As there seems to be some doubt whether the purchase money was paid, a decree will be signed for a specific performance of the agreement on payment of the purchase money, or on its being made to appear by satisfactory evidence that it has been paid.

[The decree of the Chancellor in this case was affirmed upon appeal. See 9 *Gill*, 19.]

ALEXANDER, for Complainants.
MAY and ROBT. J. BRENT, for Defendant.

JONATHAN WILSON
vs.
JACOB MARKLE.

LAND OFFICE, 8TH OF FEBRUARY, 1851.

[PRACTICE IN THE LAND OFFICE.]

IT is the settled rule of the land office, that a patent will not be granted for lands taken up under a warrant of resurvey, which are not contiguous.

A party has the right to abandon the land which was not liable to be taken up under his warrant, and have the survey corrected to this extent, but he cannot at the same time keep open the question whether a correction is necessary at all.

[A certificate for "Conway," being a survey returned upon an escheat warrant to affect certain soldier's lots in Alleghany