

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

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.

29th March, 1798.—HANSON, Chancellor.—*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.

5th November, 1798.—HANSON, Chancellor.—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 defendant's illustrations; and that the said surveyor hath declared to the complainant, that he will not do otherwise than return a separate plot for each party.

The Chancellor thinks proper to declare it to have been his expectation, in passing the said order, that only one plot and certificate should be returned to this court, on which plot should be laid down any lands which either party should instruct him to lay down. It hath always been the practice for surveyors, on similar occasions, to lay down lands for both parties on the same plot; and it appears to the Chancellor, that unless the lands laid down, by the directions of each party, shall be contained in one plot, it will be extremely difficult, if not impossible, that the matter in dispute can be illustrated.

It is therefore *Ordered*, that the surveyor of Baltimore do lay down and return to this court, one plot and certificate containing all the lands which both or either of the parties shall direct him to lay down for illustration of the matter in dispute. But nothing herein contained is intended to restrain the surveyor from gratifying either of the parties who shall think proper to direct him to make an additional plot. It is further *Ordered*, at the instance of the complainant, that the decision of this cause be postponed to the twentieth instant, and that it shall be heard on that day; pro-