

represented it to possess great advantages of water and navigation, and to be situated in an increasing, populous and wealthy country; and as evidences of the truth of those representations as to title, quality, and situation, they exhibited to these plaintiffs a plot of a tract said to contain seventy-two thousand seven hundred and fifteen acres of land on Tooglo river, purporting to have been surveyed for *Thomas Gilbert*; one other plot of two adjoining tracts of land, the one said to contain sixty thousand acres, granted to *John Blanton*, on the 24th day of March, 1794, and the other said to contain sixty thousand acres, granted to *Freeman Lewis*, on the same day; and a third plot representing a tract of land surveyed for *John F. Gardner*, and granted on the 21st of March, 1794, twenty-one thousand acres of which in his name, and the remaining part in the name of *Thomas Gilbert*, granted — day of —, 1795. A paper purporting to be an affidavit made before a justice of the peace in Georgia, on the 18th of April, 1794, by a person named *Samuel Hollingsworth*, stating that he was a chain-carrier on a survey of lands laid out for *Blanton* and *Lewis*, which he believed were vacant at that time. A paper purporting to be a certificate given by *Thomas Gilbert*, on the 22d of August, 1794, stating, that he had surveyed twenty-one thousand acres for *John F. Gardner*, on the 1st of August, 1793, in Franklin county, and that he believed the whole to be clear of elder surveys, and the greater part to be of excellent quality; and another paper purporting to be a certificate bearing date on the 26th of April, 1794, from *Peter Crawford*, clerk of Columbia county, Georgia, stating, that *John Blanton* had resided several years in that county, and that there never had been any judgment entered up, execution issued, or mortgage recorded in that county, against him or *Freeman Lewis*.

The bill further states, that to obviate all difficulty, *Smyth* and *Lynch* offered to guarantee the title of the lands and to deliver possession to the plaintiffs. Whereupon, the plaintiffs, on the 10th of July, 1794, contracted with *Smyth* and *Lynch*, for the purchase of all the lands mentioned in the said three plots, containing, in the whole, two hundred and seventeen thousand one hundred and fifty acres, on the following terms, that is to say: that grants for three tracts of the said land described on *Thomas Gilbert's* plot, which had not been obtained, should be procured by them; as also for four tracts described on *John F. Gardner's* plot; that the whole of the said lands should be conveyed; and a resurvey