Also to the Instructions said to have been issued by the Governor and Council and the board of Revenue Relative to the facts suggested and to all other instructions Respecting the former — Proprietary Reserves and the said Defendants further Answering say. that they believe it to be true that the said Thomas Yates did make such Applications to the board of Wardens for making and Extending Wharves as set forth and that the Extract hereto Annexed and to which they pray leave to Refer as part of this their Answer contains an Account of the proceedings of the said board of Wardens on the Different Applications of the said Thomas Yates The said Defendants further Answering say. that the said Nathaniel Smith was seised of the said Tract of Land Called Bonds Marsh Originally Granted unto a Certain John Bond as alledged and dies on the twenty ninth day of April seventeen hundred and Eighty two Obtain a Warrant to Resurvey the same and any contiguous Vacancy to which Warrant for Greater certainty the said Defendants pray leave to Refer. on which said Warrant the Surveyor Returned a Certificate on or about the eighth Day of may seventeen hundred and Eighty two. Certifying that he had Surveyed the Original Tract Called Bonds Marsh and had added seventeen and a half Acres of Vacancy. on Which said Certificate the Caution money being paid. and other Requisites complied with a patent Issued on or about the second day of June seventeen hundred And Eighty three to which said last mentioned Certificate and patent the Defendants for Greater Certainty pray leave to Refer. And the Defendant Nathaniel Smith says, that same time before Executing the Deed mentioned In the Information to the said Samuel and Robert Purviance he had agreed to sell to the said Samuel Purviance and a Certain William Neill for a Valuable Consideration two Thirds of the said Tract Called Bonds marsh and such Lands as might afterwards be Included in the Resurvey thereof. and the said William Neill afterwards sold his Right to the same to the said Robert Purviance and therefore the said Nathaniel Smith (not before having Executed any Conveyance for the same) did bargain and sell two thirds of the said Tract Called Bonds Marsh Resurveyed to the said Samuel and Robert Purviance as by the said Deed may appear and the Defendants admit that the said Samuel and Robert Purviance by agreement with the said Nathaniel Smith Antecedent to the

said warrant of Resurvey were to be two thirds interested in the same the said Samuel and Robert Purviance were accordingly interested two thirds in the Resurvey and Certificate Returned and Grant Obtained in virtue of the said warrant. and which the said Samuel and Robert admit and these Defendants say that the said Tract Called Bonds marsh Resurveyed is at some tides covered with water and at other tides uncovered by water and mury Ground. and in some parts covered with Flags and the said Defendants admit that the said Tract Called Bonds Marsh Resurveyed is within the Distance of two miles from Baltimore Town but deny that the Grant for the same was Obtained by misrepresentation fraud or Deceit. and these Defendants admit that the said Thomas Yates was forbade by them or one of them to make and Extend the Wharves by him begun as alledged but deny that they Over drove a way the Workmen of the said Thomas Yates therefrom but Cautioned the said Thomas Yates from proceeding in making the said wharves as those Defendants conceived they would be justly entitled to so much thereof as should be Extended thro' the said Tract of Land Called Bonds Marsh Resurveyed. and these Defendants Conceive that by so doing. they Acted carefully. and not in a manner to incur censure And these Defendants Apprehend they have a just and good title to the said Tract of Land Called Bonds Marsh and that they are intitled to hold the same — Without that. that there is any other matter or thing material or Necessary for these Defendants to make Answer unto and not herein and hereby well and sufficiently Answered and to confessed or avoided traversed or denied is true; all which matters and things these defendants are ready to Aver and prove as this Honorable Court shall direct and award and humbly pray to be hence dismissed with their reasonable Costs and Charges in this behalf most wrongfully Sustained —

Thos Jenings for Deft. —

On the day of
and Eighty five came Nathaniel Smith Samuel Purviance seventeen hundred
Robert Purviance the Defendants in the afore going Answer named,
and made Oath to what is Contained in the said Answer so far as
Concerns their own acts and Deeds is true to their knowledge.