wished to give this Defendant would not purchase, there were others who would, and would give to the said Vousden more than he asked of the Defendant, that this Defendant accordingly agreed with the said Vousden to pay him nine half Joes for the said survey being the consideration required and which this Defendant paid to the said Vousden and he the said Vousden undertook to have the Assignment made to Joshua Amoss, this Defendant saith that he dont know, or recollect whether the said Assignment was made on the Certificate, or on a seperate peice of paper, or that he ever saw either the Assignment or Certificate, but he thinks he never saw either, That this Defendant did not cause the said Survey to be made, neither would he have purchased the right of Vousden, but that the proprietors Agent would not or had not at that time any power to sell lands, altho' the office was open for Warrants as this Defendant understood, and this Defendant therefore apprehended he could not have the benefit of his own Survey made for the purpose of purchasing, Altho' he had incurred the expence of making the same, this Defendant further answering saith that he does not know who carried the Certificate for examination, or had it in his possession either before or after it was examined and passed or who returned it to the Land Office, but this Defendant thinks it was all done by Vousden — This Defendant further answering saith, that it appears by a copy of the Certificate that the assignment was made long after the examination and if any fraud were committed which this Defendant does not in any manner — admit, as he hath not any knowledge or information thereof, it must have been transacted by the said Vousden before this Defendant became a purchaser, This Defendant further answeringth saith, that he has a conveyance from Joshua Amoss for the said tract of land bearing date on the seventh day of November seventeen hundred and seventy five duly acknowledged and recorded among the land Records of Harford County Court Liber A No. 1. folio 448, that he admits that Joshua Amoss hath not nor never had any beneficial interest in the said tract of land and that he neither received any consideration or paid any for the said land, that he does not recollect the reason why Vousden caused the Assignment to be made to Joshua Amoss, but knows it has been usual customary and frequent to transact proceedings in the Land Office in other persons — names; particularly for Surveyors and Assistant Surveyors as this Defendant hath been informed and believes it to be true, that it was inconsistent with the rules of the Land Office, and contrary to instructions given for Surveyors to take up lands in their own names which will account for the Warrant being taken out in the name of James This Defendant further answering saith, that he does not remember that Vousden informed him of the exact qua[illegible] and his Certificate contained, but he stated to this Defendant th[illegible] locat[illegible] [illegible]hended the same land, which he had formerly run out [illegible] as [illegible]ove mentioned, and that it began, at the same [illegible] This Defe[illegible] recollects was to contain about four or five [illegible] defendant [illegible] answering saith, that he has constantly — [illegible] that he [illegible] knew the quantity of land expressed [illegible] but always expected it to contain much [illegible] as this Defendant would not have given [illegible] land, that this Defendant does not

recollect that he discovered the exact quantity of land contained in said survey till about the time of the first assignment Law which induced this Defendant to platt his lands and ascertain them in order for Valuation, this Defendant further answering saith that Joshua Amoss knew of the Assignment shortly after it was made, and made no Objection to its having been done, This Defendant further answering saith that he never altered the said Certificate, or caused or procured it to be done, nor that it was done with his privity or knowledge nor that he had any suspicion thereof when he bought the right or received the grant or ever heard thereof till lately, and this Defendant does not know that any erasure or alteration made never having seen the original certificate to his recollection — This defendant further saith that he has acted bona fide and honestly in the whole transaction, and that the certificate was a fair purchase for a Valuable consideration and if any erasure has been made this Defendant has been deceived — This Defendant does not know that West the Relator hath included any part of the land in any resurvey further than that he hath heard so — Without that, that there is no other matter or thing in the said Bill contained and not herein and hereby sufficiently answered confessed or avoided traversed or denied, all which matters and things this Defendant is ready to aver and prove as this Honorable Court shall direct and award, and he humbly prays that the Complainants bill may be discharged, and that he may be hence dismissed with his Costs most wrongfully sustained —

R. D. Rigely and J. R. Wilmer for Def.t —

Baltimore County S.t On the sixth day of August 1795, Came Robert Amoss before the Subscriber one of the Justices of the County aforesaid and made Oath on the Holy Evangels of Almighty God, that the several matters stated and set forth in the foregoing Answer are true as stated to the best of his knowledge — Geo. Gould.t Presbury —

Whereupon the State of Maryland by the Attorney General entered Replication Generally to the Answers of the Defendants and Commission was Ordered to issue on striking Commissions and Commissioners names being struck by each party in the usual manner, Commission issued to the persons therein named in the words following to wit. — " —

Maryland S.s The State of Maryland to Messieurs John Cox, Nicholas Day [illegible] John Ramsey and John Weston of Harford County Greeting, Know Ye that we have appointed you, or any three or two of you to be our Commissioners to examine Evidences in a Cause depending in our High Court of Chancery between the Attorney General at Relation of David West Complainant and Joshua and Robert Amoss Defendants, We therefore require you or any three or two of you, having first taken the Oath hereunto annexed and also administered the annexed Oath to the person whom you shall appoint as Clerk to attend the execution of this Commission, that at such time and place as to you, or any three or two of you shall seem convenient you cause to come before you or any three or two of you all such Evidences as shall be named and produced to you, or any three [illegible] by either Plaintiff or Defendants, and that you or any three or two of you [illegible] Oaths, to be by you or any three or two of you [illegible] Almighty God touching their knowledge or re[illegible] cause aforesaid, and that you or any three [illegible] of you [illegible] parties or their Attornies of the execution [illegible] this Commission and having reduced the Depositions of the [illegible] of you into writing you send the same [illegible]