to all the rights and advantages of preference, that the said Charles Welsh acquired, by the priority of the warrant of resurvey and his location thereof; - that the benefit of said resurvey doth belong to the said Samuel Goodman and relates to the time of the date thereof as fully and effectually as if the said Charles Welsh still retained the said certificate and proclamation warrant had ever issued thereon; The said relator Samuel Goodman, not only standing in the place of the said Charles Welsh, with respect to the priority of the said resurvey, but he is also entitled to a due performance of the contract entered into between the said Major Henry Ridgely and Seth Warfield, as already stated; - And the said Attorney General by and at the relation aforesaid further informs your honor, that the said Snowden and Warfield not having included all the vacant land, originally comprehended within the lines of William Fishers resurvey called Equity, by their resurvey called Justifiable, a proclamation warrant was issued in the name of the said Joshua Fisher (and as the said Attorney General hath been informed) for the use of said Snowden and Warfield or by their request to affect the resurvey bearing date on the first day of June seventeen hundred and ninety six, on which a certificate hath been returned into the Land Office on the twenty seventh day of August following called Frog Range and containing five hundred and four acres and one eighth part of an acre of land; all of which hath been included in the said relators survey called Columbia, and which said certificate, the said Joshua Fisher on the twenty sixth day of July following assigned and transferred to the said Snowden and Warfield, without any consideration being paid for the same, as the said Attorney General hath been informed and believes; and the said Attorney General refers to the said certificate and assignment thereon, now remaining in the Land Office, copies whereof is herewith filed exhibit N°. 9 / and prays that the same may be taken as part of this information.

And the said Attorney General at the relation aforesaid, further informs your honor, that the said Samuel Goodman hath caveated the said two certificates of resurvey called Justifiable and Frog Range to prevent the said Snowden and Warfield from obtaining patents thereon, - And the said Attorney General charges that the said Snowden and Warfield well knew at the time they obtained a proclamation warrant on the certificate of the resurvey called Equity and also when they obtained an assignment of the certificate called Frog Range, that the land therein contained was included within the lines of the resurvey called The Victory, and that the said relator was entitled to the same; also that the said Joshua Fisher had relinquished all claim to any benefit or advantage resulting therefrom; notwithstanding all which the said Snowden and Warfield, hoping to avail themselves of the mistake committed by the Surveyor, in making and returning the certificate of Seth Warfield called Marfields Forrest contrary to the agreement above stated (which said agreement [illegible] fully known from the said Seth Warfield himself

as the said Attorney General believes; and which said mistake if not rectified would tend greatly to injure the said Samuel Goodman and also interrupt the contract entered into between the State of Maryland and the said Samuel Goodman; pretend and give out in speeches that they are very desirous to have the said caveats now depending in the Land Office decided; before the said Samuel Goodman can have the said certificate of Seth Warfield aforesaid rectified and corrected, according to the agreement above stated; and although the said Snowden and Warfield were no parties to the said agreement originally, yet they claim under an assignee of said Seth Warfield and as such are bound by the said agreement as fully and effectually, as if originally parties thereto, and the said Attorney General charges that the relator aforesaid is entitled to the same remedy, against the said Snowden and Warfield; as the said Henry Ridgely would have had against the said Seth Warfield and Joshua Fisher or either of them. -

And the said Attorney General at the relation aforesaid, further states that he hath no remedy at law to have the said mistake corrected, and can have relief only in this honorable Court, where the patent of the said Seth Warfield will be corrected and amended according to the intention and agreement of the parties. - All which actings and doings of the said defendants are contrary to equity and good conscience and tend manifestly to the injury of the State of Maryland and of the said relator. And to the end therefore; that the said Seth Warfield may by decree of this Honorable court be directed to produce his said grant, and that the same may be vacated & cancelled, and that the certificate thereof be corrected and amended, according to the agreement entered into between him the said Seth Warfield and Henry Ridgely deceased, and that the said Snowden and Warfield may be enjoined and prohibited from proceeding to the tryal of the said caveats depending in the Land Office, till the further order of this honorable Court, and that the said State and the relator aforesaid may have such other relief in the premises, as the nature of his case doth or may require, &c. And that the said Defendants may on their respective corporal oaths true perfect and distinct answers make to all and singular the matters & things aforesaid, and that as fully and particularly, as if again repeated and interrogated; and that they may severally and respectively set forth and answer; whether the said Charles Welsh did not assign the said certificate called The Victory to Henry Ridgely, deceased; whether the said certificate called Equity was not assigned to the Defendant Seth Warfield by William Fisher, if yea, whether any and what consideration was paid by the said [illegible]