courses of the
sixth vacancy
E the begin.g
1 S 6 W. 2
2 N 79. 30°. 76
3 W. 126. 25
thence with a
straight line
to the beginning
containing 6 p. acre

The courses of
the 7th vacancy
F the begin.g
1 N 20 W. 76
2 N 63 W. 12
3 S 61 W. 15 p.
4 S 20 E. 59
thence with a
straight line
to the beginning
containing 10 acres

Courses of the
8th vacancy
G. the begin.g
1 S 22 E. 6.
2 S 72°. 30 E 28
3 N 25 W. 7 p.
then with a
straight line to
the begin.g
cont.g 2 acres

Courses of the 9th
vacancy
H. the beginning
S 27 E. 15
S 87 E. 16
N 21 W. 15
then with a
straight line to
the beginning
containing 1 p. acre

Courses of the
outlines of the
resurvey of the
whole.
A. The beginning

N°.	Courses	P.
1 S.	48 E.	32
2 N.	40 E.	94
3 N	2 W.	21
4 N.	4 E	31
5 S	[illegible]	4
[illegible]	[illegible]	[illegible]

7 N.	57 E.	5 p.
8 N	14 W	6 p.
9 N.	30 E	39
10 S	19 E	20
11 N	57 E	26
12 N	10 E	30
13 N	3 W.	41
14 N	21 E	32
15 N	52 W	20
16 N	5 E	20
17 N	19 E	20
18 N	38 W	32
19 N.	36. 15 E	110 p.
20	north	12
21 N	10 W.	20 links
22	east	60 p.
23 N	26 E	22
24 N	39 W	60
25 N	65 E	32
26 N	29 W	48
27 N	10 E	50
28	north	8
29	west	4 p.
30	north	57 to D
31 N	88 E	6 p.
32	north	1 p.
33 N	89 E	50
34 N	16 E	50
35 N	25 E	114
36 N	49 W	15
37 N	39 E	47
38 N	2 E	40
39 N	E	40
40 N	40 E	40 to B
41 N	40 E	12
42 N	7 E	40
43 N	31 E	88
44 N	9 E	73
45 S	85 W	24
46 S	32 W	70
47 N	53 W	40
48 N	25 E	72
49 N	40 E	40
50 N	34 W	38
51 S	51 W	30
52 S	31 W	88
53 S	65 W	20 to E
54 N	4 E	56
55 S	51 W	36
56 S	10 E	46
57 S	60 E	28
58 S	26 E	18
59 S	30 W	48
60	West	18 p.
61 S	41 E	16
62 S	10 E	68
63 S	85 W	40
64 S	5 E	40
65 S	30 W	86 p.
66 S	30 W	9 p.
67 N W	[illegible]	26
68 N	61 W	16
69 S.	36 W	25
70 S	22 E	20 to B
71 S	35 W	215
72 N	55 W	50 to D
73 N	30 E	8
74 N	55 W	16

75 N	58°. 45 W.	26
76 S	9 W.	30
77 S	37°. 30 W.	80
78 S	52 W	2 6 to E
79 S	6 W	79
80 N	79°. 30 E	112 to E
81 S.	10 W.	52
82 S	67 W.	134
83	south	10
84 N	68 W.	74
85 N	20 W.	80
86. N	63 W.	12
87 S.	61 W.	60
88 N.	78 W.	34
89 N.	16 W.	4
90 S	22 W.	42
91 S	64 E.	14
92 S.	22 E	3 p.
93 S	64 E	34 to a
94 S	22 E	6
95 S.	72°. 30 E.	57
courses of the out		
lines of the resurvey		
continued		
96 S.	35 E	56
97 S	27 E	42
98 S.	87 E.	23
99 S.	21 E.	60
100 S	61 E	68
101 S	15 W.	38
102 S	66 W.	88 to E
103 S.	45 E.	68
104 S	12 W.	40 p.
105 S	66 E.	37
106 south		26
107 east		38
108 S.	44 E.	22
109 S	25 W.	26
110 S	19 E.	22
111 S.	85 E.	38
112 S.	22 W.	40
113 S.	56 W.	16
114 S.	9 W.	27
115 S.	63 E.	49
thence with a		
straight line		
to the beginning		
containing 1000 acres		

(The courses of
Warfields Folly) has
a corner for illustration.

C. The Begin.g

N°.	Courses	P.
1	south	14
2 S	77 E.	78
3 N	1 E	36
4	east	24
5 S	66 E	44
6 S	10 E.	36
7	east	52
8 N	25 E	22
9 N.	39 W.	60
10 N.	65 E.	32
11 N.	29 W.	20

12 N.	10 E.	50
13	north	7
14	west	40
15	north	57
16 N	89 E	50
17 N.	16 E.	50
18 N.	25 E.	114
19 N.	49 W.	50
20 S.	37 W.	120
21 S.	15 W.	124
22 N.	52 W.	76
23 S.	50 W.	56
24 N.	50 W.	40
25 S.	13 W.	95
26 S.	67 W.	134
27 South.		52
28 S.	20 W.	70
29 S.	74 W.	60
30 S.	21 E.	60
31 S.	61 E.	68
32 S.	15 W.	28
33 S.	66 W.	68
34 S.	37 E.	96
35 S.	66 E. 22 p.	
36 N.	30 E.	60
37 N.	31°. 30 W.	42
38 N.	18.	98
39 N	42 W.	20
40 N.	74 W.	22
41 S.	82 W.	24
42 N	49 W.	20
43 N.	78 W.	88
44 N	1 W.	34
45 N	46 W.	14
46 N	1 E.	80
47 N	58 E.	94
thence with		
a straight line		
to the beginning		

Not the lapse granted Joseph Hobbs the 18 feby. — 1762. — Beginning at two bounded white oaks standing on the north side and near to a draught of Patuxent river. called The Battail River and running from the said trees. 1 N. 27 E. 16 p. 2 N. 62. W. 70. 3 S 28 W. 80. — 4 S 48 E. 104. 5 N. 30 E. 30 p. then with a straight line to the first trees containing and now laid out for 22 acres of land more or less. —

Attorney General at the relation of Samuel Godman
(against)
Thomas Snowden. Charles Alexander Warfield & Seth Warfield

In Chancery. —
May Term 1799. —

The said cause standing ready for hearing. and coming on to be heard. the bill, answer, exhibits. depositions. and all other proceedings. were, by the Chancellor, read. and the arguments of the counsel on each side well by him heard and considered. The written arguments also of one of the complainants Counsel, presented after oral argument were also read and carefully considered. — The first thing to be remarked is. that this is not an application. for the benefit of the State. to vacate in the whole, or in part only. a grant. fraudulently or improperly obtained by Seth Warfield. The application is merely for the benefit of the relator Samuel Godman; and whether or not he is to succeed is to depend on the equitable circumstances established in his favour. — That a proclamation of lands to all intents and purposes is to stand in the place of the original discoverer, and taken up or of his assignee is a position which appears to be wholly unfounded. supposing that the taking out and executing a warrant of resurvey created a contract between the proprietary and the owner of the warrant on what principal is it. that the proclamation, who comes in on the failure of the said owner. and the total dissolution of that contract is to be considered as a party or privy thereto. — What was in truth the nature of that contract (if indeed it can be called a contract where only one of the parties is bound) what is the nature of the contract to be ascertained as it must be. from the warrant the proclamation of the proprietary and the practice or usage of the land office; whatever vacant land, the owner of the warrant shall survey under the warrant must be paid for at the established price within two years after the warrants date; — The proprietary shall otherwise be at liberty to grant it to the person who shall first apply. — provided nevertheless that if. after the lapse of two years the said owner shall pay the price before any application made by another person. the proprietary shall still grant him the land. — It appears to the Chancellor strange to suppose. that a person. who comes in for the express purpose of defeating the interest of the said owner. shall nevertheless be considered as a party. or privy to his contract. and entitled to every advantage which the said owner might claim. — was it ever before supposed that. the man who makes a contract. shall by a failure on his part. absolve the other party. and that another person shall notwithstanding whose name was neither mentioned nor thought of