as a party, or privy, have the full benefit intended by the contract and in total destruction of his right and interest, no. The contract of the proprietary with a proclamation is nothing more than this; whatever land you shall survey under the warrant without violating the rules of my office, shall be patented to you; provided you shall pay me fourt within the limited time. what then is the land in the present instance. — Mr. Godman agreeably to those rules could survey under the warrant. — It was all the vacant land comprehended in Victory, which was contiguous to the original, of which Victory was a resurvey together with any other vacant land, which might be found contiguous thereto. what is to be deemed contiguous is not necessary to explain. — It is certain that no precedent can be adduced in favour of the Complainant. — The Chancellor then may be considered as called upon to establish a precedent the consequences of which are obvious. — if even the state of Maryland were the real complainant in a suit to vacate a grant obtained on a survey, made contrary to the rules of Office and against the interest of the state the circumstances must be extraordinary indeed, which would induce this court to pass a decree, which might thereafter be drawn into precedent, and which might shake the titles of numerous honest purchasers. — But supposing the grant to Seth Warfield to be such, that this court on proper application might vacate it, the Chancellor cannot consider the present complainant as the party entitled to apply. — at the time of the grant, he had no interest, and by his warrant he was entitled to no part of the land contained in the grant; and on no principal whatever can the warrant be considered to rest in him any right of action in this court which the state might have to vacate the grant. — The Chancellor has proceeded so far, on the supposition that the tract of land called "The Warfields" did not prevent the contiguity, which is essential to the complainant; and whether or not the said tract did prevent the said contiguity, he considers himself under no necessity of deciding. — He has ever made it a point to determine nothing more than he conceived material to the cause; and besides it is well known, that this tribunal rarely if ever undertakes to decide on questions of location. — Upon the whole as it has been admitted by the parties, and as it appears that the great material question in this cause, is whether or not the grant of Warfields Forest, shall be vacated or corrected. — It is this fifth day of September seventeen hundred and ninety nine, by Alexander Contee Hanson, chancellor, and by the authority of this court adjudged, ordered and decreed, that the bill of the complainant Samuel Godman be dismissed; and that the defendants Charles Alexander Warfield, Thomas Snowden, and Seth Warfield be also

hence dismissed, but that on the probable grounds which the complainant had for instituting his suit, they be dismissed without costs. —

A. C. Hanson Chan.

In Testimony, that the aforegoing is a true copy from the record of proceedings of the State of Maryland's High Court of Chancery, I have to this exemplification (the same being first duly stamped) affixed the Great Seal of the said State, this sixth day of September in the year of our Lord one thousand seven hundred and ninety nine. —

Samuel Harvey Howard Reg. Cur. Cancr.

At which day to wit the said second tuesday of November being the twelfth day of the same month in the year of our Lord one thousand seven hundred and ninety nine, — comes into the High Court of Appeals as well the said Attorney general at the relation of Samuel Godman in his proper person and Richard Redgly, and John Johnson Godman, as the said Thomas Snowden, Charles Alexander Warfield and Seth Warfield by Philip Barton Key their Attorney: and thereupon on motion of the said Appellees by their attorney aforesaid, It is ruled by the Court here that the said Appellants assign the errors in the record of proceedings between the said Appellants and the said Appellees before the Court here brought for correcting those errors in the record and proceedings aforesaid supposed to be therein or Judgment by the court here well be entered against him in default thereof. Whereupon the said Appellants by their Attornies aforesaid come and pray a day of imparlance to the errors aforesaid for the reversal of the Decree aforesaid by them the aforesaid Appellants to be assigned until the second tuesday of June next and then to assign those errors for the reversal of the Decree aforesaid in the record and proceedings aforesaid rendered, and to them it is granted the same day is given to the said Appellees also. At which said second tuesday of June being the tenth day of the same month in the year of our Lord one thousand eight hundred, to which said day the said Appellants had leave to imparle and then to assign those errors for the reversal of the Decree in the Record and proceedings aforesaid rendered supposed to be therein come again into the High Court of Appeals here as well the said Appellants by their Attornies aforesaid as the aforesaid Appellees by their attorney aforesaid, and the said Appellants by their attornies come and say that in the Record and process aforesaid and also in the ~~giving the~~ Decree aforesaid there is Manifest error in this to wit. That whereby the Record aforesaid [illegible]