whatever person had a right of preference in purchasing the same; and that the said lands were not valued to this defendant until the day on which he made the said purchase, when they were valued to him by the expressions of the said Intendant; This defendant saith that he is perfectly satisfied that the said Mooberry never had any certificate for any part of the said reserves elder than the certificate aforesaid for the said tract called The Hills of Poverty; for this defendant saith that he never heard that he claimed under any elder certificate and the said Mooberry acknowledged before the said arbitrators that he had not any certificate of an elder date for the same; - This defendant further saith that beside the said fifteen hundred acres of land purchased by him from the said Intendant as a part of The Hills of Poverty, he also purchased and returned a certificate of survey for about one hundred and eighty one acres of land a part of which he believes is situated within the original lines of the certificate of the said lands called The Hills of Poverty; This defendant further saith that he had no knowledge where the land claimed by the said Mooberry was situate except from the descriptions given by the said Mooberry as this defendant never saw the same nor any courses thereof nor was shewn where the same began; This defendant further saith that when after his said purchase he made his survey he included so much of the Hills of Poverty as he thought proper, and also added thereto a quantity of vacant land adjoining: that he afterwards corrected his survey and left out the said vacant land being informed that the Judge of the land office would not suffer any vacant land to be added on such surveys, but he saith that he doth not know or believe that he left out any part which had had at first included of the Hills of Poverty except such part as might lay in elder surveys and if any part thereof was left out on the amendment it was without the knowledge or intention of this defendant; This defendant also saith that the vacant land so thrown out or the greater part thereof was afterwards surveyed and secured as vacant land by this defendant and his brothers; This defendant saith that he purchased from the said Intendant to the amount of two thousand two hundred and twenty two acres of the said reserve land including the said purchase of the aforesaid part of the tract called the Hills of poverty for which this defendant executed his bonds to the State of Maryland obliging this defendant to pay to the said State the purchase money for the same; all which bonds with the interest thereon accruing this defendant hath paid and discharged, and he denies that he hath defrauded the said State of any sum of money whatever which it was entitled to receive from him on account of his purchase of the said lands; this defendant is informed and believes that the said West the complainant before he became special bail for the said Mooberry had entered into a contract with the said

Mooberry by which he the said West was to pay for the lands claimed by the said Mooberry and have a part thereof, and that it was in consequence of that contract the said West did become his special bail; and this defendant also believes that the said West hath not himself paid any money to the said State for the lands in dispute, but that the money which hath been paid hath been paid by Aquila Hall Esquire, who this defendant believeth hath entered into a contract with the said West to prosecute the said suit and to have in the whole or in part the benefit thereof, using the name of the said West, for this defendant is informed and believes that the said Mooberry and West and each of them from the time of the decision of the Judges of the Land Office, on the caveat between this defendant and the said Mooberry) had given up all idea of further claiming the said land; This defendant further saith that to the best of his recollection at the time when the said caveats were first directed to be heard the said Mooberry was present and was accompanied with a person well acquainted with land affairs, but he admits that the hearing was postponed to a subsequent day when he did not attend; This defendant doth not know admit or believe that the complainant was ignorant, at the time when the said caveats were heard and determined, of any facts material for his cause which did actually exist and were true; This defendant denies that the Judge of the land office was deceived by false and fraudulent declarations made by this defendant as the complainant most injuriously represents, nor doth this defendant believe that the said Judge in deciding on the aforesaid caveats was influenced by the declarations of either party but only by the merits of the respective causes as they appeared upon the testimony thereon; this defendant doth deny that he declared to the said Judge of the Land office that the said Welsh had not any land appraised to him within five miles of the place where the said Mooberry claimed the said land; and it was impossible that this defendant could have known whether he had or not as this defendant was not with the said Amos when he made the appraisements of the said lands, so that the one half or the whole of those lands might have been appraised to the said Welsh, notwithstanding any thing known by this defendant; This defendant further saith that the land claimed by the said Mooberry with other lands was advertised by the agent of this State to be sold, and that this defendant seeing the said agent, asked if Mooberry's land was to be sold, on which the said agent enquired of this defendant what sum he would give for it to which this defendant replyed but a very trifling sum, as if he bought it, it would be only to save trouble and cost, he having been much troubled already by the said Mooberry and West and put to much expence by them, and this defendant further saith that he never knew or heard that the said Mooberry claimed the said land