on the 18th of February 1758 on the said Land so conveyed by the said Joseph Wood to the said Dorsey and that the said Resurvey is truly located by the plaintiff on the said plots returned in this cause; and that the thirty fifth line of the said Resurvey strikes the end of the third line of the said eighty six acres and then runs three lines thereof reversed to the beginning of said eighty six acres and thence to its beginning at black B excluding the said Eighty six acres. The plaintiff further offered to prove that after the death of the said Edward Dorsey the said Land contained in the said last mentioned Resurvey and Patent descended to Thomas Dorsey his heir. The plaintiff then offered to give in evidence that the Devisees of Philip Hammond the said assignee claimed the said Land contained in the said certificate so assigned as personal property and that the said Charles Hammond his heirs claimed the same as Land not devised by the said Will and offered to give in evidence the following Caveat against issuing a Patent on the said certificate and which said Caveat is indorsed and noted on the certificate aforesaid entered by the said Devisees. The plaintiff further offered to give in evidence a Deed dated the 17th of November 1779 from Philip and Regin two of the said Devisees to Matthias Hammond one other of the said Devisees for their Interest in the said two tracts contained in the Deed aforesaid from the said John Howard to the said Philip Hammond their father and in which the said Eighty six acres are described by the following metes and bounds, to wit: "Beginning at the end of the twenty seventh course of the Land called Woods Inclosure aforesaid and running thence north sixty eight degrees west fifty four perches then north nineteen degrees west sixty perches then north fifty seven degrees east one hundred and six perches; then south fifty one degrees east forty perches then north seventy degrees east forty six perches then south eighteen degrees west one hundred and three perches then by a straight line to the beginning" and that the same are the beginning courses metes and bounds by which the plaintiff hath located the said Eighty six acres on the said plat; and also offered to give in evidence a Deed dated the 17th day of (November)

November 1779 from the said Matthias to Benjamin Warfield conveying all his right and Interest to the said two parcels of Land mentioned in the said Deed from the said John Howard to the said Philip Hammond to be conveyed and that in the said Deed the said Eighty six acres of Land are described as contained within the same metes and bounds and beginning at the same place. The plaintiff further offered to give in evidence that the said Warfield did in consequence of the said Deed enter upon and possess the parcels of Land therein mentioned and that afterwards the said Warfield some time about the day of in the year 1790 sold his Interest and right in the said two parcels of Land to the said Thomas Dorsey and gave up the said two parcels of Land to the said Dorsey. The plaintiff then offered also to give in evidence an original Deed from the said Charles Hammond heir at Law of the said Philip to whom the said John Howard executed a Deed as aforesaid to his brother John Hammond one of the said Devisees for his the said Charles's interest and estate in the said two parcels of Land; And also offered to give in evidence that the said John Hammond in his lifetime sold all his Interest in the said two tracts of Land to the said Thomas Dorsey; that both the said Charles and John departed this life antecedent to the 22d June 1784 and that William Hammond was the son and heir of the said John Hammond; and that on the day and year last mentioned in consideration of the payment to him by the said Thomas Dorsey of the sum of £23. 7. 6 the balance of the purchase money then due from the said Dorsey under the sale by his father, he the said William did execute in due form of Law a Deed to the said Thomas Dorsey conveying to the said Dorsey all the right and interest which he the said William had in the said two tracts of Land. The plaintiff then offered to give evidence that the said Thomas Dorsey so being entitled to the said Lands contained in the Resurvey made by the said Edward Dorsey as the heir of the said Edward and having so purchased the said two parcels of Land mentioned in the said Deed from the said John Howard to the said first mentioned Philip Hammond afterwards on the 27th of September 1784 entered into a contract in writing and sealed with their seals with Thomas Usher for the sale of certain Lands and among others the said eighty six acres; and that the (said)