said eighty six acres in the said contract is described as being purchased by the first mentioned Philip Hammond in his life time on the 9th of November 1751 of a certain John Howard and as having been bought by the said Thomas Dorsey of the Devisees of the said Philip Hammond and as having been sold by the said John Howard to the said Philip Hammond and purchased by the said Thomas Dorsey, and having proved the execution of the said contract offered to read the same in evidence to the Jury. The plaintiff further offered to give in evidence a Deed executed by the said Thomas Dorsey to the said Thomas Usher dated the 12th of February 1785 for the several Lands in the said contract mentioned and that the courses lines and metes mentioned in the said Deed are truly located on the said plats in this cause by the plaintiff and do include the whole of the said eighty six acres of Land as located by the plaintiff and that one line thereof strikes the 2d line of the said eighty six acres as located by the plaintiff and runs thence to the end thereof then with the 3d 4th 5th and 6th lines of the plaintiffs location of the said eighty six acres and then with the given line to its beginning at black G and thence to black B the beginning of the said Deed: and that in the same there was a Covenant of warranty as to the said parts of the Resurvey on Woods Lot contained in the said Deed against the said Thomas Dorsey and his heirs and assigns and against the said John Howard and his heirs and assigns: and also offered to give in evidence a Deed from the said Thomas Dorsey to the said Usher dated the 27th day of May 1785 for the same Lands describing them in the same manner but containing a general warranty. The plaintiff further offered to give in evidence that the said Thomas Usher did by virtue of the said Deeds enter into and take possession of the Lands so conveyed by the said Thomas Dorsey and among other parts thereof of the said eighty six acres so sold to him the said Dorsey and so located and made a survey thereon and returned to the Land office a certificate of Resurvey dated the 12th June 1785 and that the same is truly located on the said plots by the plaintiff and that the lines thereof include the whole of the said eighty (six)

six acres striking the same at the same place and running with it in the same manner as the aforesaid Deeds from the said Thomas Dorsey to the said Usher; and that the said Usher was possessed of the said Land so as aforesaid contained in the said last mentioned certificate until his death which happened on or about the day of January in the year 1786. The further offered to give evidence that the said Usher in his life time duly executed and made his last Will and Testament and thereby appointed and constituted Thomas Usher Joseph Usher, Samuel Johnston and Joseph Donaldson Executors thereof, and that by the said Will he the said Thomas Usher the Testator did devise direct and empower his said Executors or the survivors or survivor of them or such of them as should take upon them to execute his said last Will and Testament to make sale of all and every part of his real estate and to execute a Deed or Deeds for the same to the purchaser or purchasers thereof in fee simple and that the said Thomas Usher, Joseph Usher, Samuel Johnston and Joseph Donaldson did take upon themselves the execution of the said Will and obtained in due form of Law Letters Testamentary to them to them granted, and that after the death of the said Thomas Usher a certain John Salmon filed a Bill in the High Court of Chancery against the Devisees and Executors of the said Usher to compel a sale of the Real Estate of the said Usher for payment of his Debts and that it was so proceeded in the said suit that a Decree was made for the sale thereof, and that by virtue of said Decree the said Lands were sold to divers persons as stated in a report thereof returned to the Chancellor and by him approved ratified and confirmed. The plaintiff further offered to give in evidence that the part of the said Land so located by the Defendant as his defence was purchased by Catharine Usher widow of the said Thomas and by her sold to the Defendant, who entered into and possessed the same under the said sale from the said Catharine Usher: The plaintiff further offered to give evidence that it was agreed that the patent upon the said certificate so returned by the said Usher should for convenience be granted to the Defendant John Morris and that the said John Morris should then convey to the (several)