

fifty acres, on the following terms, that is to say: that grants for three tracts of the said land described on Thomas Gilbert's plot, which had not been obtained, should be procured by them; as also for four tracts described on John F. Gardner's plot; that the whole of the said lands should be conveyed; and a re-survey *thereof made at the expense of Smyth and Lynch; that on **11** the said conditions the plaintiffs should pay the sum of ten thousand pounds, in the manner following, to wit: two thousand pounds immediately in goods; seventeen hundred and fifty pounds in ninety days, from the 10th of July, 1794; one-fourth of the balance of the whole sum at the end of one year; one other fourth at the end of two years; one other fourth at the end of three years; and the remaining fourth at the end of four years from that day, with interest on each sum if not paid when due. In pursuance whereof the said lands were conveyed unto the plaintiff Robert Walsh; and Smyth and Lynch executed a bond, conditioned, that the said lands should be re-surveyed and possession delivered at their expense; and the plaintiffs accordingly paid the sum of three thousand, seven hundred and fifty pounds, in money and goods, agreeably to their contract; and on the 11th of July, 1794, executed bonds to the defendant Smyth, in his own name, securing the payment of the balance of the purchase money in the manner above mentioned; and have since paid six hundred and five pounds, fourteen shillings and three pence half penny, in part discharge of the sum due on the first installment, for which they received no credit.

The bill further states, that the plaintiffs employed a certain Jared Bull to go to Georgia, to inquire as to the title and quality of the lands, who obtained information that the lands described in the plot to Blanton and Lewis, and that described in the plot to Gardner and Gilbert, in virtue of certain warrants issued out of the land Court of Washington County, were not so granted; but were fraudulently obtained upon forged warrants, as the plaintiffs presume, from a certificate of the clerk, that no such warrants had ever been issued from the said Court; and that such parts of the said lands as were within Franklin County had been surveyed five or six years prior to the grants under which Smyth and Lynch claimed; and the whole were held and owned by divers citizens under lawful titles. That seventy thousand acres of the land in the said plot surveyed for Gilbert, was within the Indian Territory; and being beyond the line between the whites and Indians, no valid grant of it could be made by Georgia, without the assent of the United States, which had not been obtained; and that the residue thereof, lying within Franklin County, had been surveyed and granted to divers citizens many years before the title under which Smyth and Lynch claimed. That the said Smyth and Lynch, *in dealing with the plaintiffs, represented them- **12**