

*Judgment.*—VANKOUGHNET, C.—It seems that some doubts existed as to the title of the plaintiffs to the lands sold at the time the sale took place, and in consequence the full value of the land was not then paid, but in lieu thereof the defendant gave his bond, which recited that if the said plaintiff should “*shew, make, and complete a perfect paper title to the land within two years thereafter, conveying and assuring the same to the defendant, he, the defendant would pay to the plaintiff the further sum of £100,*” and the condition of the bond was, “*that if the plaintiff did within two years from the date of the bond shew, make and complete a good and perfect title to the said land, in the opinion, and to the satisfaction of Samuel B. Freeman, Esquire, and should and did convey and assure the land to the defendant, perfectly and unimpeachably, then the £100 was to be paid.*” It seems that the plaintiff’s title was considered doubtful because of the appearance on the registry of an outstanding mortgage to one *John Dewitt*, and because of some supposed equitable claim in one *Patterson*, the father of the plaintiff *Mary Dewitt*. Within the period of two years fixed by the bond, *John Dewitt*, the supposed mortgagee, with his alleged mortgage, was produced before the defendant and Mr. *Freeman*, and they both came to the conclusion that he had no claim upon the premises, and it is admitted on the argument that he had none. The only other objection to the plaintiff’s title rested, and rests now, upon the supposed equity in *Patterson*. He died in 1808, and his equity must therefore have been created not later than that time. There is really no evidence that he had any claim upon the property. It is pretended that he had bargained with *Durham*, the grantee of the Crown, to purchase it, but this is not proved; and if it were, does any one imagine that after a lapse of forty years, the possession of the property all that time being in another claiming it as one having a perfect legal title to it, such an equity would be recognised or enforced in any court? I think that the supposed mortgage to *John Dewitt* having been