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**Title:** Legal Opinion of John Dickinson on George Churchman case

**Date:** September 21, 1765

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I have considered the Cases of George Churchman  
Samuel McConnell & James Greer, and am of  
Opinion, that Churchman's Title to the Land in  
Dispute, is good in Law. The Objections of the  
Survey being made by Churchman himself,  
and containing double the Quantity mentioned  
in the Warrant, have not the least Weight.

I do not think, the other Objection of Greer's  
Application of Survey being made before the Return  
of Churchman's Survey, deserves much more Regard.

Surveys are intended to ascertain the Location of Lands.  
If a Warrant describes the Land particularly by Reference  
to prior Surveys, by which it is almost surrounded,  
a Survey thereof on location is in a Manner unnecessary,  
and answers very little purpose, but to discover the Quantity.

The proprietors are the only persons who have a Right  
to object against Churchman's Delay; but they would  
not succeed in a Dispute on this Point, it having been  
so universally the Practice among Surveyors, to  
be slow in making Returns of Surveys, that great  
Confusion would ensue in this Province, if such Delay  
were a wounded Defect. In this particular Case, as  
the Land in Question, had been left out of their Surveys,  
by the owners of the neighbouring Tracts, Churchman  
might reasonably conclude, there could be no Reason  
to urge him to complete his Agreement, the Delay  
being no Injustice to the proprietors, as they would  
have Quitrent & Interest on their purchase Money,  
from the Date of his Warrant. This affair is  
rendered still plainer in Churchman's Favor by his  
closing his Survey in the Year 1763 - and by the proprietors  
Confirmation of their Agreement with him, according  
to the Intention of the parties in making the original  
Contract.

John Dickinson  
June 16 - 1770  
Philadelphia

The Case between A. & B. respecting the Property of a certain Piece of Land which  
lays contiguous to a former Tract in B's Possession.

Suppose A. to be a Deputy Surveyor for the Proprietaries of  
Pennsylvania in the Year 1758, Who obtain'd a Warrant in his own <sup>Name, dated</sup> that  
Year, & by the General Surveyor order'd to be Executed by himself, for the ta-  
king up fifty acres of Land more or less in Lancaster County, adjoining & Located  
on the Lines of several Surveys which he had made before that Time, which  
lay touching each other, & almost enclosed the ~~land~~ Vacancy for which the War-  
rant was taken; The Warrant lay till the Year 1763. The Land being the Re-  
fuse of the other Surveys, & not then claim'd by any Person that A. knew of. In  
1763, he run one <sup>new</sup> Line of a bout 50 perches, on which another Person join'd,  
& measured part of an old one, which clos'd his Survey, & having the Courses &  
distances of the Surveys contiguous, A. made out his Draught, which included  
109 $\frac{1}{2}$  acres & allowance on his 50<sup>d</sup> warrant; he did not make the Return  
for some considerable Time, viz. till 1767. In the fore part of the Year  
1768, A. paid the Purchase Money & Quitrents due on the Same in full  
at the Receiver General's office, & a Patent was order'd; but before it  
was compleated, B. holding Land adjacent, enters a Caveat, on which the  
Patent was stopp'd <sup>until a hearing was had</sup> <sup>before the Board, at the</sup>  
Land Office; B. alledged he had made an Application <sup>for an addition to a former Tract</sup> & obtain'd a Survey  
by another Surveyor on a Part of the 109 $\frac{1}{2}$  <sup>enclos'd by A.</sup> which Applica-  
tion & Survey he alledges was made before A's <sup>Return</sup> was put in the Office, though  
it appear'd to be several Years after A's warrant, & a considerable Time  
after the Date of his Survey; It was likewise alledged on Behalf of B, that  
A. being a Deputy Surveyor, had no Right to execute a warrant, or Survey  
Land for himself, especially so much as 109 $\frac{1}{2}$  on a warrant for 50 more or  
less; On Cancelling the matter over on all Sides, The Board gave Judgment  
that A's Survey should be Confirmed, on which a Patent was Granted for  
the whole 109 $\frac{1}{2}$  acres without Regard to B's later Application & Survey.  
Notwithstanding which B. propos'd to improve, enter upon, & hold that Part of it  
which he had Survey'd, except A. can dispossess him by a Legal Process; & B. ap-  
prehends he has Councils that will plead & undertake for him no Purchase nor Pay.  
Now the Judgment of some Able Attorney is requested, whether A's Proceedings &  
Title above mention'd admits of any Flaw, & whether closing the Lines was not a  
sufficient Survey without going round the whole Tract, as that is very often the case  
with Surveyors.

*The Case between A & B regarding the property of a certain house in which  
B by agreement to purchase the same in B's name...*

*Suppose A to be a Deputy Surveyor for the respective parts of  
Borough, in the year 1738. Who obtained a warrant in his own name  
year, & by the said Surveyor ordered to be executed by himself for the  
said up fifty several parcels more or less in Lancaster County, adjoining lands  
on the East of several houses which he had made before that time, which  
by building each other he about covered the highway for which he had  
not made title; the warrant was the year 1738. The said warrant was the  
said of the other Surveyors he had been claiming by agreement that A was of the  
1703 he was one of the best 20 parties on which another Deputy Surveyor  
he received part of an old and legal title. He having the same  
differences of the survey and the agreement A made out before that time, which  
was not a full warrant, he did not make the distance  
to come to the said warrant. The year 1747. On the part of the year  
1748 A paid the purchase money to B and the same in full  
at the Surveyor's office. A Deed was executed, but A paid it  
was completed. B being then a Deputy Surveyor.*

*State of the Case  
between me & J. Grier &  
Richardson's Opinion in it  
as a Lawyer Nov. 1770.*

*Suppose A to be a Deputy Surveyor  
for the respective parts of Borough,  
in the year 1738. Who obtained a warrant  
in his own name year, & by the said Surveyor  
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said up fifty several parcels more or less  
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had made before that time, which by  
building each other he about covered the  
highway for which he had not made title;*

*B being then a Deputy Surveyor, he  
received part of an old and legal title.  
He having the same differences of the survey  
and the agreement A made out before that  
time, which was not a full warrant, he  
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