

It also appears that the Conveyances from Rev. Torrens & Co. to the Defendant were not recorded under Titles were never recorded. And the Defendant was instructed that the mortgages were not recorded were made.

The Deed after the Bargain was concluded which was on the 5 of December 1785 the Defendant had information that Weston had previously mortgaged the land of the premises to David Latham all the not recorded and by advice of Joshua Ward Esq. the Defendant had not in a Demerit Bond against such conveyance from Weston with Torrens & Co. as he would to bear him harmless which bond is dated the 10 day of said month of December 1785 and is recorded as noted in the margin but said bond is rendered in effect as Weston never mortgaged any part of the premises to Latham or anybody else.

And it now turns out to the Disadvantage of the Defendant that it is a matter of fact from Latham to the Complainant (Weston), that is in evidence of which this Defendant was totally ignorant for upwards of seven years - For the first time I do not know how the matter really stood was by a letter from the Complainant's Solicitor dated the 2 of April last a copy of which with the Defendant's Answer is here with filed and to which he replies as often as may be necessary. Also to a copy of another letter without date from the Solicitor received a few days afterwards here with to be filed marked B.

The Defendant answers for to the truth is that until he received these two letters and saw the Bill of Complaint he did not know that the mortgage was from Latham and to which having no clue to direct him to search for it in the mens conveyances office.

The Defendant be knowledgeable that the Complainant did call on him at his own place and gave him information in relation to the mortgage in and in relation to the conveyances with it as subsequent to the bargain with Weston being concluded, and there cannot be a better proof to him that the Defendant would instantly to his Deed and show the Complainant the Conveyances from Rev. Torrens & Co. under which he had formerly held the premises. The Defendant even suffered the Complainant to carry these Conveyances to his lodgings, telling the Defendant that they would be delivered to him against Weston and a party him as a man of honor.

Secretary of the Court P. 205
1787 14th to 16th