

courses of Brooke grove : It appears likewise that if the said twenty-fourth course of Addition &c. " runs to the end of the eighty-fifth line of Brooke grove, the subsequent courses exactly reverse as many courses of Brooke grove.

The defendant, Jno. B. Magruder, under an idea, that the said twenty-fourth line of " Addition," must run, according to the call, to the end of the eighty-first line, has a survey made, to affect the land which would be vacant if the said twenty-fourth line should run to the end of the eighty-first line of Brooke grove ;—His certificate is caveated by Basil Brooke, proprietor of Addition &c.

The first question then seems to be, whether Addition &c. shall run, according to the courses and distances expressed in the certificate, without any regard to the call to " Brooke grove" or whether that call must in some manner be gratified. Supposing the latter, which indeed is contended for by both parties, the question is simply, whether " Addition &c." shall run to the eighty-first line of Brooke grove, and then run the courses and distances afterwards expressed, or whether the words " to the end of the eighty-first line of Brooke grove" must be discarded, and the said twenty-fourth line run to the end of such line of " Brooke grove" as shall make the subsequent courses reverse the courses of " Brooke grove" as expressed in the certificate ; that is to say, whether the eighty-fifth shall be substituted for the eighty-first.

In the construction of all grants there are two principles to be observed ; first, that the intention of the parties, to be collected from the whole of the deed, is to govern : Secondly, that, where the construction is doubtful, the deed, or instrument must be taken favorably for the grantee.

In the present case, it may be contended on the part of the defendant, that no doubt arises on the face of the grant ; that there is no part which admits of two constructions ; and that, therefore, the end of the eighty-first line of " Brooke grove" must terminate the twenty-fourth line of " Addition &c." It is contended too that natural or artificial boundaries have always controuled course and distance :—But, from the nature of the present case, we must resort to things out of the grant, to ascertain the thing granted :—These are the certificates and plats of the two tracts " Addition &c." and " Brooke grove." By these, it appears, that the words of the grant are inconsistent :—If the twenty-fourth line of the former runs to the end of the *eighty-first* line of the latter, the subsequent courses cannot reverse as many courses of " Brooke grove." Four complete courses of " Addition &c." must be left before we get to any course of " Brooke grove" to be reversed by an expressed course of " Addition."