

It may, however, be said by the defendant, that the subsequent courses, as expressed, must be controuled by the artificial boundaries, to wit, the courses of "Brooke grove," whatever these may be, reversing them from the end of the eighty first line. But the chancellor conceives that just so many courses of Brooke grove as reverse the expressed courses and distances of Addition &c. are called for by the certificate of Addition as plainly as if they had been expressed according to their running for illustration. Suppose the certificate of "Black acre" to express a course thus: N 100 ps. reversing a course of *White acre*—It amounts to precisely the same thing as if it had said, reversing the S 100 ps. line of *White acre*. Here the chancellor conceives, a number of the courses of "Brooke grove" are, in like manner, described and called for; courses of Dickenson's choice likewise are called for. Take it therefore that calls in a certificate must be gratified, which is an established principle:—Where there are many calls, and all of them cannot be gratified, and, by discarding *one*, you may gratify all the rest, common sense surely requires the one to be sacrificed to the rest, more especially when, by so doing, the expressed courses and distances are all retained, and the vacancy between two tracts, which were intended to be joined, is prevented.

The chancellor has said nothing of the certificate for the party, which actually calls for the *eighty-fifth* instead of the eighty-first line. He did not esteem that certificate proper evidence; and there is enough to determine his judgment without it.

It has been contended by the defendant that if the land be actually surveyed, there will be found a vacancy, to be affected by his survey. But when it is considered that the twenty-fourth line of "Addition" must run to the end of the eighty-fifth line of "Brooke grove" and the defendant's certificate begins at that precise spot, and runs afterwards so as to comprehend the supposed vacancy made by running the aforesaid twenty-fourth line of "Addition" to the end of the eighty-first instead of the eighty-fifth line of "Brooke grove," he must be satisfied that the land claimed by himself and by the caveator is the same, and that every part of his survey is comprehended in the lines of "Addition &c." It has been urged that inasmuch as the chancellor's opinion, if in favor of the caveator, will be conclusive, but will not be conclusive if given against him, the caveat should be dismissed, and the parties left to the decision of a jury. The same may be said in every case of a caveat on the supposed interference of the certificate with a preceding patent. But if the chancellor, whose duty it is to decide according to his judgment, be clearly of opinion that the land contained in a caveated cer-