

the caveator then fails of his purpose, and the whole contested vacancy is adjudged to the defendant.

The only remaining question is whether the defendant shall obtain a patent for only his part of Collins's lot, with the vacancy, or whether substantial justice does not require that, inasmuch as his parts of Bishopton, and Collins's lot, lie very near, and are actually connected by the added vacancy, he may be immediately gratified, by having the whole of his land included in one patent:—This question concerns the caveator no more than any other individual.—The chancellor knows of no decision operating against the defendant:—He is, indeed, perfectly satisfied of the propriety of not comprehending several distinct tracts in the same grant, either on an original survey, or on a resurvey:—but he perceives not, that, to gratify the defendant would be repugnant to the true intention and meaning of the rule.—A grant for his parts of Bishopton, and Collins's lot, and the adjoining vacancy, will not be a grant of several tracts distinct and separate from each other:—It will be a grant of one entire body, formed by the union of three several tracts, viz. part of Collins's lot, the vacancy thereto adjoining, and part of Bishopton, adjoining that vacancy.

It is therefore, this twenty-second of March 1791, adjudged, and ordered, that the caveat of Joseph Blount, deceased, which has been supported by counsel on the part of Henry Downes, his devisee, be overruled, and that a patent issue to the defendant, William Pinder, on his certificate of resurvey.

BENNET HURST	}	<i>Caveat in the Land office, against Markey's certificate of Markey's-chance.</i>
<i>a</i>		
JACOB MARKEY.		

THE chancellor having heard the allegations, and examined the proofs, finds the caveat resting on the following grounds, viz: That the said Hurst, in the year 1785, purchased of the late intendant of the revenue either 402 acres, or 200 acres, of the reserves in Baltimore county, for the sum of £42, 10; that he has not yet returned certificates of survey for the full quantity purchased; but that, even if he had, he is entitled to more than the quantity expressed, because the certificate of purchase provides, that if the land, intended to be purchased, shall prove more, the purchaser shall pay for the surplus: that part of the land, contained in Markey's chance is part of the land, intended to be sold by the intendant to the said Hurst, and is comprehended in a survey made for the said Hurst on the 10th inst. and that therefore, when Markey's chance was surveyed, viz. on the 5th