

It is improbable, whatever point of Patuxent was meant for the end of the seventh line, that it was in view of the surveyor at the red oak. It would be a matter of labour and science to take any two distant points, and ascertain the bearing of one from the other. This then seems likely ;—the surveyor having resolved that the point G should be the end of the 7th line, he made a shrewd guess at its bearing from the red oak, and, without measuring the distance, set it down N. W.—The party then, knowing the intent, occupied, let the land accordingly ; and hence it is that we have strong proof in the cause that G was considered as the end of the seventh line. That such proof will controul the expression of N. W. on a trial by jury, the chancellor cannot presume to say ;—But inasmuch as his conscience is far from being satisfied that the land surveyed for the defendant is contained in the tract called “Ayno,” he cannot think himself justifiable in admitting the caveat. He considers, that an admission of the caveat puts an end to the caveator’s pretensions, and that by allowing the defendant to take a patent, he only leaves the parties to a contest before that tribunal which is fitted to decide ; where every proof which can throw light on the subject will be produced, and where the judges of fact will be instructed by judges of law. As, indeed, the subject of dispute, with respect to the caveator will be only whether, under a grant for 400 acres, he shall hold 861 or only 754, he cannot reasonably deem it a hardship to be referred to that tribunal. It might indeed seem monstrous, if, under the circumstances of this case, the chancellor should give a decision which would bar the defendant for ever, and which might probably deprive the state of caution money to which it is fairly entitled.

It is thereupon adjudged, and ordered that the caveat of John Ashton against the certificate of a tract of land called “Hammond’s right” containing 107 acres, be, and it is hereby, overruled, and dismissed.

THOMAS HARWOOD } *Caveat in the Land-office against the*
vs. } *certificate of a tract of land called*
 JOHN RICHARDSON. } *Conclusion.*

THE chancellor has examined the papers filed by the parties, together with the original certificate and plat of “New Holland renewed.”—It appears to him, that the parties have directed this tract to be laid down arbitrarily, and that none of the delineations made by the surveyor, in pursuance of their directions, can be supposed right, or to correspond with the grant.