

The plat for illustration specifies neither the length, nor direction of the lines, nor the actual contents, according to any one of the delineations; and it is evident, from a comparison of the said plat with the original plat that although the surveyor certifies, with respect to several of his delineations, that from certain points or terminations of lines, he has laid down "New Holland renewed" according to its courses and distances, the fact is not as he has stated. For in order to arrive at the point D, agreed on as a boundary by both parties, he has been obliged to vary materially from the 19th course as expressed in the original certificate. With respect to the mill seat, the testimony is strong on each side; and although it is evident that whichever of the spots laid down for the beginning be right, there must be an interference of the tract called Conclusion, the chancellor cannot undertake to decide in what manner the certificate of Conclusion may be corrected, so as to exclude precisely that part which is comprehended within the lines of the mill seat. He conceives, under all circumstances, that the dispute relative to the mill seat is, in all respects, peculiarly proper for the decision of the jury, in a court of law.

Should he dismiss the caveat, and permit Mr. Richardson to take a patent, the caveator will still be in a condition to have his right tried at law. If, on the other hand the caveat be ruled good, there is an end of great part of Richardson's pretensions. It is plain, then, that the caveat ought not to be ruled good, unless the chancellor be perfectly convinced of the alledged interference, and unless the extent of it can be ascertained. But it is impossible for him to have that conviction, from the plats, certificates, and depositions, now before him, and if he should proceed to decide upon *them* only, he cannot do otherwise than dismiss the caveat. This however, he is unwilling to do; provided he can receive further information on the subject, within a reasonable time.

It is, certified by the surveyor, that the points, figure 8, and letter D, on the plat, by him returned for illustration, are agreed to be boundaries of New Holland renewed; and the chancellor conceives, that 8 must unquestionably be the termination of the second line. For, by an established rule of the general court, and of this office, all calls, if it can consistently be done, must be gratified; and 8 appears to be at the west side of the branch, as well as a boundary agreed on by both parties. There is as little doubt that D is the true boundary or termination of the 19th line. Suppose, then, the surveyor again set to work. Let the spot 8, be the end of the 2nd line, and thence run the 3d, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th and 19th lines, according to the actual courses and distances ex-