

pressed by the original certificate and grant. It is certain that, from the variation of the compass, the spot will not, from that running, turn out to be the end of the 19th line. But as 8 and D are known to be boundaries, and, as one is to be the end of the 19th, and the other the end of the 2nd line, the surveyor may discover, by running again, or by repeated runnings, the allowance for variation requisite to hit the spot D, extending or shortening the 19th line, as the case may require. And when the requisite allowance shall be thus found, the proper allowance for all the other lines will be discovered, according to another rule of law. It is extremely probable, that, if all this shall be done, the chancellor, or any other tribunal may be enabled to render justice, so far as respects the tract of "New Holland renewed." There is no tribunal, which, with an understanding of the dispute, could adopt any one of the delineations in the plat for illustration, as the proper way of laying down "New Holland renewed." The chancellor does not think proper to *direct* that which he has suggested, to be done. He leaves it entirely to the discretion and choice of the caveator, with a declaration, that if no further proof, or illustration, is to be offered, he must dismiss the caveat, and leave all matters to be decided by a jury in case either party shall think fit hereafter to institute an ejectment.

N. B. The grant of "New Holland renewed" calls for a tree, at the end of the line next to the given line. It is perhaps unnecessary to remark that if the said tree be known, the call must be gratified by running the line to it, although the course may thereby be altered as to both length and distance.

HUGH WHITFORD

agt.

BENJAMIN JONES

and vice versa.

*Cross caveats ;
In the Land-office, Nov. 16, 1796.*

It appears that the said Whitford, on the 30th day of July 1794, took out a warrant of resurvey on "Whitford's adventure," and, on the 13th day of November following, returned the certificate of Hugh's adventure, surveyed on the 11th of September, containing considerable bodies of vacancy, which are now in contest between him and Jones.

The said Jones claims under a purchase from the intend-ant of a lease, said in the certificate of sale to contain 41 acres, and of 60 acres of *valuation*.

In virtue of the said purchase, the said Jones had a survey made by a special surveyor, containing 225 acres, in which it