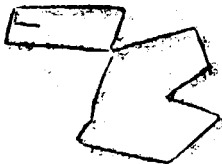


from the face of Whitford's plat, that he has added vacancy which is not, according to another established rule, contiguous to his original : It appears that the first piece of added vacancy is no way joined to the main body, unless by an angle of one touching or running up to the angle of the other in the following manner.



The rule is, that if an angle of one tract runs up or touches an angle, or even side, of another tract, there is no contiguity between that other tract, and the land contained within the two lines forming the angle.—

This rule has been laid down with great attention, and if it were not observed the privilege under a warrant of resurvey (a) (founded as it originally was on no rational principle of law or common sense) would, in many cases, extend almost beyond bounds.

It appears therefore to the chancellor that the vacancy marked B, in Whitford's resurvey, must be excluded, and that nothing is shewn to deprive him of vacancies C and D, inasmuch as they do not appear to be contained either in the leased land or the valued land sold by the intendant to Jones.

Whitford being thus excluded from vacancy B, there is no apparent objection against Jones's certificate of Jones's surplus, which is clear of every other part of Whitford's resurvey.

With respect to Jones's two certificates under the purchase, the caveat must be admitted, because they both interfere with Whitford's vacancy, C.

What then is finally to be done with these certificates? the one returned by Clark comprehends the land contained in the certificate of Jones's surplus, which at present appears to give Jones a title to the land. The said certificate of Clark ought not, indeed, under all circumstances, to have been returned; and it would be eligible to have it vacated.—The other certificate of Jones's purchase, made by the county surveyor, may be corrected, by excluding Whitford's vacancy C, provided Jones is willing to incur the risk of future caveats by other persons, under acquired warrants or otherwise. Let it be repeated, that Jones, under his purchase, had no clear indefeasable right to a single acre not comprehended in the lease, or valuation, mentioned in the certificate of sale.

(a) *Note.*—The chancellor undoubtedly means here the privilege of adding all contiguous vacancy, and the warrant of resurvey itself.