distance expressed. However, there is no doubt, that when a natural boundary is called for, and can clearly be proved to be the boundary meant by the certificate, the call is to be gratified, and the course and distance disregarded.

In the present case, there is no proof whatever that the original running of the said 11th line carried the surveyor to the spot contended for by the caveator; and it is even denied, by the depositions produced by the deft. to be the beginning of "Dogdown bottom." Besides, the spot appears to be on the south side of the branch instead of the north side, expressed in the certificate.

Now it would seem strange if the south side of a branch was actually meant when the north side is positively expressed. And nothing short of clear positive proof could possibly be admitted to establish a boundary contrary to a plain positive expression. Here then is another powerful objection to the caveator's pretensions. When it is added to the beforementioned objection relative to the course and distance, and to the objection, that the name of "Dogdown bottom" is not expressed; and when it is considered, too that the beginning of Dogdown bottom is now uncertain, and that there is no proof of the actual original running of the said 11th line of Kirkminster by the surveyor, and that Kirkminster, run according to the courses and distances expressed, gives the quantity expressed; it is impossible for the chancellor to admit the caveat.

By admitting the caveat, the chancellor would not only undertake to decide that the termination of the aforesaid 11th line is clearly as contended by the caveator, but he would put it out of the defendant's power to have the matter tried by a jury, under the direction of a court of law.

What the determination of a jury may, or ought to be, the chancellor cannot pretend to determine: but he conceives the case as proper as any that ever came before him for a decision at law, and therefore dismisses the caveat.

SAMUEL SELBY, *vs* FREDERICK GRAMMAR } *In the Land-office, Jan. 25, 1797.*

The chancellor having considered the arguments, in writing, of the counsel on each side, the act of assembly relative to the subject, and the rules and practice of the land office, is of opinion that, inasmuch as it is not even alledged that Gilpin's warrant was in any manner altered, or changed after it was issued from the office, the time for compounding thereon was from July 5th 1794 to July 6th 1795 exclusive of the said 6th of July; that Grammar's warrant, taken out 4 days