

tained whether that part was to be located on the north, south, east, or west, of the whole tract. But in this latter it was admitted, that the return would have been good if it had designated a whole tract by any distinct name or description, such as a tract of land called part of a tract; and not as a tract of land being part of a tract called Resurrection Manor. *Fenwick v. Floyd*, 1 H. & G. 172; *Purl's Lessee v. Duvall*, 5 H. & J. 69; *Waters v. Duvall*, 6 G. & J. 76.

According to these decisions and principles the return under consideration must be deemed sufficient when taken either altogether or in its several parts. The property sold is described as consisting of several parcels of land. First, of "one tract of land called the Pastures Enlarged." About this there can be no doubt. Secondly, of "one tract of land called Osbourne's lot and part of \* Pleasant Grove." This is a designation of one entire tract of land of such a name; it is not, as seems to have been supposed, a sale of an uncertain part of a tract of land called "Pleasant Grove;" and therefore the description of this parcel also is sufficiently certain. Thirdly, of "one tract of land called Duvall's Pleasure or part of Duvall's Pleasure." This is a designation of one whole tract having the one or the other of two names, and is, therefore, a sufficient description. Fourthly, of "one tract of land called Teukesbury and a part of Teukesbury and Walker's Delight." This description also clearly refers to and designates one parcel of land as a whole and not as a part of a tract. And lastly, of "a tract of land called Friendship." This description is confessedly sufficient. 592

Hence it clearly follows, that as this return is sufficiently descriptive in its several parts, it must be so considered as a whole, and when taken altogether. Consequently this plaintiff, who has been thus returned as the purchaser, has thereby obtained such a valid right to the lands held by the defendant Nathan Waters, as entitles him to have the fraudulent deeds complained of set aside so far as they at all interfere with his claim.

Whereupon it is decreed, that the said deed bearing date on the 17th day of February, 1824, and also the deed bearing date on the 29th day of August, 1825, and the records thereof be and the same are hereby set aside and declared and directed to be held, deemed and taken to be utterly null and void to all intents and purposes whatever, so far as the same may interfere with or in any manner affect the right and claim of the said plaintiff Charles Duvall, unto the several parcels of land specified in the said return to the said writ of *fieri facias*, by which it appears he became the purchaser thereof as in the proceedings mentioned.