

bind the vacancy to a certain extent;" but it is not said how far.(z)

In the various instances put of describing the *general* situation ; of referring to some spot or point comprehended by the tract ; or to the particular line, or corner, or extremity of the tract to which the vacancy is contiguous, and of such a description being binding to a certain extent ; it is not said, nor is it perceived to what extent the binding effect of the description would be allowed to go ; nor even if that could be settled, is it perceived how the fact of such obligatory extent is to be ascertained and proved. It is certain that parol proof is wholly inadmissible for any such purpose.(a) It has been solemnly declared, that a warrant for one hundred acres, contiguous to a tract, of which the outlines are altogether twenty miles in length, cannot be thought to give an exclusive right to survey any one hundred acres contiguous to that extensive tract.(b) And it has been laid down with great attention as a rule, that if an angle of one tract runs up to or touches an angle, or even a side of another tract, there is no contiguity between that other tract and the land contained within the two lines forming the angle.(c)

In judicial proceedings involving the titles to land, the term *location* occurs very frequently ; and its meaning varies with the subject spoken of. The word is used in speaking of a point or place of beginning, of a line, and of a whole tract. But in these cases, the meaning and the ideas conveyed are different. When the location of a *point* is the subject spoken of, an indivisible part of space, a spot, comprehending no superficial extent, is alluded to.

it makes no difference whether or not the survey under a special warrant includes part of the land designated by the special warrant. It is well known that a common warrant binds or affects the land at the time of its location with the surveyor, and *a fortiori*, it must bind at the time of the actual surveys which, in these cases, was many years before the date of the caveator's warrant.

The application of the above principles to the matter in dispute, being sufficient for its decision, it will not be necessary to remark on some other grounds of defence which were urged by the counsel for Goodwin. But, with regard to the opinion of Mr. Callahan, the late register, concerning the certificates now *caveated*, as stated in the depositions of Oliver Cromwell, it is thought proper to declare explicitly, that such evidence of the opinions of that officer can have no possible influence in any case now to be decided.

It is adjudged and ordered that the aforesaid *caveats* be dismissed with costs.

(z) *Mortland v. Smith*, MS. 19th April, 1815.—(a) *Beatty v. Orendorf*, Land Ho. Ass. 402.—(b) *Beatty v. Orendorf*, Land Ho. Ass. 401.—(c) *Whitford v. Jones* Land Ho. Ass. 413.