

whereas there ought to have been a separate warrant for each persons land.

2d. Because the warrant does not state a disagreement between the company and this defendant, (Mr. Key,) before the issuing of the warrant, so as to justify the company in requiring a warrant against his land, or to authorise the justice of the peace to grant it, nor does it state that Mr. Key was under age, or non compos, or out of the state or county.

3d. Because the warrant does not describe the land to be condemned with sufficient certainty.

4th. Because it does not name the owners.

5th. Because no definite certain day was expressed in the warrant for the jury to meet on the land.

Being of opinion that the fifth objection to this warrant viz: that it does not express a certain day for the jury to meet on the land, is fatal to this inquisition, and, it being very important to all the parties concerned, that the opinion of the court should be known upon the other important points of the cause, which it has considered; and as the other objections taken to the proceedings involve many new and nice questions, which it will take more time to decide correctly, than the court can, during the short intervals between their daily sessions, bestow upon them, the court deems it to be its duty to deliver its opinion, now upon the points which it can decide; and to decline giving any opinion upon the other points at present.

The 15th section requires that a day should be expressed in the warrant for the meeting of the jury upon the land. This warrant commanded the marshal to summon a jury "to meet on the said quantity of land and lands adjacent thereto, respectively, on Thursday, Friday, and Saturday, Monday, Tuesday, Wednesday, Thursday, and Friday, the ninth, tenth, and eleventh, thirteenth, fourteenth, fifteenth, sixteenth, and seventeenth days of April next, or so many days thereof as may be necessary to complete the said inquisition."

Who was to say which of those days would be necessary? It is evident that no certain day is fixed by the warrant; and, for that reason, it is the opinion of the court that this inquisition must, in the language of the charter, "be set aside," with costs.