

which an error very prejudicial to the interests of the complainant was committed, and the object of the bill is to have this error rectified, and a new lease executed conforming to the real intention of the parties.

The imputed error consists in the second line of the lot, as described in the lease, according to which it is made to run from the termination of the first line on Baltimore street, "northerly seventy-five feet, running at right angles with Baltimore street," when, according to the statement of the bill and the pretension of the complainant it should have run "northerly in the direction of the most northerly angle of the entire of said lot, seventy-five feet."

A glance at the plat among the proceedings, will show how very material this supposed mistake is, for if the line in the lease is the true one, and the parties are to hold according to that line as laid down, the complainant will not only lose a considerable portion of the area of the lot claimed by him, but he will also be deprived of a part of the ground upon which his house stands, and on the other hand, if the line insisted upon by the complainant is the true one, the defendant will lose a portion of his houses back and front.

The defendant, though he maintains in his answer, that the portion of the lot which he agreed to lease to the complainant is accurately and correctly described in the lease, does not contend for the location thereof as made by the surveyor, but insists upon a line which shall conform with the improvements made by the parties upon their respective lots, and which is indicated by a fence as located upon the plat, and contends that such is the true and legal location of the lease according to the adjudged cases.

As there is no absolute necessity for it, I do not propose to decide this question, which belongs more properly to a court of law, and could only be authoritatively decided there in an action of trespass or ejection. I deem it sufficient here to say, that a reasonable doubt may be entertained in regard to the true construction of the lease, and that it is not certainly so free from ambiguity as to render the interposition of this court