

when the authority of this court to issue and enforce the sequestration is certainly not free from doubt, whilst the jurisdiction of the Superior Court, in my opinion, cannot well be questioned.

Under these circumstances, this return to the sequestration, so far as the same relates to or affects the said William J. Ward, must be quashed, but no costs will be allowed.

ALEXANDER, for Complainants.

TALBOTT and R. JOHNSON, for Defendants.

RICHARD L. SMALLWOOD }
 vs. } SEPTEMBER TERM, 1853.
 PETER D. HATTON. }

[LOCATION OF BOND OF CONVEYANCE.]

A PARTY contracted to purchase for a gross sum, a tract of land containing one hundred acres, "be the same more or less." HELD—that these words so far qualified the representation of quantity as to preclude either party from any just claim to relief on account of deficiency or surplus, unless it be of such a character as to induce the belief of fraud or mistake.

The home line of tract of land as described in a bond of conveyance was, "*thence down said branch to the beginning.*" HELD—that this line must be run with the meanders of the branch, and not in a *straight* line to the beginning. An order referring the cause to the Auditor, with directions to report the annual loss sustained by the plaintiff for the land claimed by him as embraced within the true location of his bond of conveyance and withheld by the defendant, is not a final adjudication that he is entitled to such land; it does not so settle the rights of the parties that an appeal would lie from it.

[The original bill in his case was filed by the complainant, Smallwood, on the equity side of Charles County Court, on the 30th of August, 1837. It alleges that a judgment was rendered against him at August term, 1836, of said County Court, in favor of the defendant, Hatton, for \$350 and costs, a short copy of which is filed as an exhibit. That the cause of action on which the same was rendered, was a single bill given by him