

After what has been said, the description given in Browning's special warrant can scarcely require a single remark. It is deficient in every particular, and in fact amounts to nothing. It does not describe any space, area, or tract of land whatever. It does no more than designate points or spots; but whether by so doing it is meant to indicate the place where the outlines of a tract are to begin; or whether the quantity called for is to be laid off round them as the centre; or in what direction from them, is not said. But it will be difficult to conceive of a description which has more entirely excluded every idea of space, area, or tract, than that contained in this special warrant of Browning. For every purpose of giving title to any tract of land, it is a mere nullity. But allow to it every thing to which it can pretend; let it be considered as no more than a description of the place of beginning; and then, even to that extent, it can now be of no avail to the party; since it appears by the certificate of survey, that the boundaries have not been commenced at the place thus specified; and the survey not having pursued the description given, it is in itself a total abandonment of every special pretension under the warrant. *Land Ho. Ass.* 472, 480. As to the nature and sufficiency of the description of the place of beginning, which Cunningham caused to be noted down on the surveyor's book, nothing need be said, as he has not relied upon it for any purpose. It appears from the plot returned, that Browning's Hunting Ground runs entirely across Cheviot Dale. Browning may, therefore, have his certificate so amended as to comprehend either parcel of land within the lines of his present certificate, which is not covered by Cheviot Dale. *Garretson v. Cole*, 1 *H. & J.* 374.

Whereupon it is adjudged, that the caveat of James Cunningham be and the same is hereby ruled good as to the whole extent of Browning's Hunting Ground comprehended within the lines of the tract called Cheviot Dale. And it is further adjudged, that Meshak Browning have leave so to amend his certificate as to exclude all the land lying within the tract called Cheviot Dale; and that the said Browning pay all costs.

* CHASE v. MANHARDT.

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MOTION TO DISSOLVE INJUNCTION.—MISTAKE.—CONDITION IN CONTRACT.—INTEREST.—ATTACHMENT.—FRAUD.

On a motion to dissolve an injunction on the coming in of the answer, the facts only as set forth in the answer are to be considered as established, not the opinions or reasoning of the party; and therefore, where a defendant insisted upon a claim to a certain amount, according to certain proceedings which, of themselves, showed that it could not have amounted to so much; it was held, that the facts so shown by the de-