

of August 1791, the aforesaid part of the land was not liable to a common warrant, being the right of the said Hurst.

The certificate of purchase does not describe or specify the land intended to be sold:—it is one of a number of certificates, given by the intendant for a certain number of acres in the reserves of Baltimore county, without ascertaining their precise situation, or giving any other designation than, generally, that they lie in the reserves.

There is a greater number of certificates of purchase, given by the intendant, the margins of which contain names, descriptions, or designations of the land, altho' not sufficiently certain and full; and, in some cases, the land so named, designated, or described, has, on caveat, been considered the right of the purchaser, altho' no survey had been by him returned to the office. The chancellor has admitted the caveat, because no time is limited by the contract with the intendant, or by any act of assembly, within which the survey is to be made.

In disputes also between purchasers from the intendant, of the first mentioned kind, viz. purchasers of land in the reserves without any particular name, description or designation, the chancellor has decided in favour of the party, who has produced some proof independant of the certificate of purchase, or entry in the intendants books, to ascertain the land intended to be purchased:

But hitherto there has been no contest between a purchaser of the first aforesaid kind, who has neglected to make his survey, and a person, who has had vacant land in the reserves surveyed under a warrant; there has been no contest of this sort, in which the purchaser has prevailed—there can indeed hardly be conceived a case in which he ought to prevail. For, if a man has chosen to purchase of the intendant, without any name or particular designation, and after vacant land in the reserves has been by law made liable to a warrant, he neglects to ascertain his purchase until some person discovers vacancy, and surveys it under a warrant, and if he then claims the vacancy, as comprehended in his purchase, the certificate of which, and the entry of which on the intendants books, gives no information, whereby the holder of a warrant may be cautioned against the invasion of another's right;—there must, in this case arise a presumption or at least suspicion, that the purchaser has waited, to avail himself of another's labour and money.

It hath been alledged, by a purchaser of the aforesaid kind, that, when he obtained a certificate of his purchase of a definite number of acres, which certificate provides, that, if the number should prove greater, he shall pay for the surplus, and, if less, he shall have a deduction,—he purchased a privi-