but, besides some particular evidences of a loose and arbitrary practice in this matter, the enormous number of escheats found on the proprietary records naturally suggests the conclusion that it was at least a very easy matter for lands in Maryland to fall within that predicament. The mode of proceeding, nevertheless, in respect to land alledged to be escheat, had generally speaking, an appearance of fairness and caution. A person conceiving a tract or parcel of land to be escheatable for want of heirs or in any other way stated his discovery by petition to the proper tribunal in land affairs, praying that a *mandamus* might issue for the summoning a jury to ascertain and declare on oath whether the land was escheat or not, and if so by what means. An order generally passed, on such an application, for a mandamus to issue from the chancery court of records to the sheriff of the county in which the land was suggested to lie, commanding him to summon and swear a jury of the neighbourhood for the purpose stated in the petition, and to make return to the same court of their inquisition and verdict. If the provincial court, upon view of this inquisition and a motion for that purpose, adjudged the land to be escheat, the petitioner then applied for a warrant to resurvey it for his own benefit, payment therefore to be made at such price as should be required upon the return of the certificate. The warrant was generally granted to that person in preference to any later applicant, although a positive right of pre-emption was not at all periods given to *discoverers* under the proprietary government. The warrant commonly embraced the privileges of other warrants of resurvey in respect to the correction of errors in the original surveys, and the taking in adjoining vacancy, but was not so frequently renewed or transferred; for the applicants, after the trouble and expence of the preceeding process, were not apt to delay what remained to complete their acquisitions, and as to transfers, as the pre-emption was in many instances granted as a special favour, it was not certain that an assignee would obtain a patent, or at least get the land upon equally favourable terms; for these remained, almost always, undetermined until the return of the certificates, although they were then mostly regulated by the conditions of plantation, so far as concerned the estimation of the land apart from its improvements: but besides the improvements on the just quantity of the original tract, there might be surplus land, also improved, and vacancy added, all which would form distinct objects of calculation, and therefore the proprietary's officers could very easily disappoint the assignee of an escheat warrant by imposing unreasonable terms of purchase.