

And it would seem strange to call that an equitable title, which, after a grant has issued, all common law Courts, upon the common law principle of relation, treat as the commencement of a perfect legal title. Besides, to speak of an imperfect legal title as an equitable interest, has a tendency to confuse legal distinctions, and to obscure that which is otherwise sufficiently plain and clear.

In reference to the jurisdiction of the Chancellor, in cases of caveat, the distinction between legal and equitable rights, properly so-called, is unknown. The true and only difference, as regards his power in such cases, being that which exists between imperfect and perfect legal titles; those which are merely *in fieri*, and those which are complete. The cognizance of all controversies respecting imperfect legal titles derived immediately from the State, belongs exclusively and finally to the Chancellor in his common law capacity as the keeper of the great seal, the affixing of which is essential to the authentication of a patent; which capacity of the Chancellor, as relates to patent grants for land, is designated * by his style of Judge of the land office. The rules of decision by which the Chancellor is governed in the exercise **326** of his jurisdiction, in all such cases, are to be found in the established law of the land office, or, in the absence of any such positive law, the rule of decision may be drawn from the principles of equity as established in the High Court of Chancery. The whole law of the land office is thus made up of certain positive regulations, of usages, and of common law and equitable principles respecting imperfect legal titles; or those contracts for land between the State and her citizens which are found in an immature and unfinished condition.

It is a well settled general rule, that under a special warrant the title to the land commences from the date of the warrant itself; because the description of its location, embodied in the warrant, has distinguished it from every other tract. The warrant is, therefore, in itself equivalent to a designation by an actual survey. So too the title commences with the date of a warrant of resurvey, and of an escheat, or a proclamation warrant. But upon a common warrant, it only commences with the date of the certificate of survey; or from the date of the entry of a special location upon the surveyor's book. The land aimed at becomes thus bound, because of its having been, by some of these modes, accurately described and distinctly specified. The reason of the rule is the same in all these cases, and the evils to be avoided alike in all.

The citizen is allowed one year, from the time he designates the land he proposes to obtain, to complete his purchase, and perfect his title according to the prescribed rules. During which time the State stands pledged to sell that land to no one else. But the State might be greatly retarded, embarrassed and defrauded in making sale of its lands, if they could be tied up, and held bound