

LAND WARRANTS.

1. The office of a warrant of resurvey. *Hoffman v. Johnson*, 95.
2. The right to take in contiguous vacancy under a warrant of resurvey, is a privilege incident to a legal, not an equitable title. Where a tract of land is sold as containing so many acres, more or less, a reasonable allowance for small errors, &c., is to be made. But where an allowance may be claimed for deficiency, it may be made up by the vendor, by taking in contiguous vacancy under a warrant of resurvey, before he has parted with his legal title; and the vendee will be bound to receive the vacancy so added, so far as to make up the alleged deficiency. *Ib.*
3. There are five several kinds of warrants by which an applicant may obtain a patent for the land he proposes to purchase, *i. e.* common warrants, special warrants, warrants of resurvey, proclamation warrants, and escheat warrants. *Cunningham v. Browning*, 280.
4. The first designation of the land aimed at by one who wishes to purchase from the State, from the date thereof, by a special warrant in the land office, or by a special location on the surveyor's book, or by a certificate of survey, gives an incipient title against all others. *Ib.*
5. The right thus acquired is not an equitable interest; but an imperfect legal title, which, when completed, by a patent grant, is considered as a legal title, by relation from the date of the incipient title. *Ib.*
6. A special warrant, or a special location, to be deemed an incipient title, must so describe a space or area of land, as to distinguish it from all other tracts. *Ib.*

LIEN.

1. A widow, who elects to take the estate devised to her, in lieu of dower, is to be deemed a purchaser for a fair consideration to the value of her dower, and must have her claim sustained as a lien, to that extent, in preference to creditors. *Margaret Hall's Case*, 192.
2. The nature of a vendor's lien, and how it differs from other liens. *Moreton v. Harrison*, 463.
3. The vendor's lien, to secure the payment of the purchase money, is an incident of every contract for the sale of real estate; unless such lien be waived or relinquished. *Ib.*
4. A vendor's lien can only be barred by a lapse of twenty years. *Ib.*
5. An admission by the vendee, within the twenty years, that the purchase money had not been paid, sustains and continues the vendor's lien. *Ib.*
6. The lien of the State commences with the institution of the suit, and therefore it should be distinctly shewn. *Hodges v. Mullikin*, 475.
7. The vendor's equitable lien an incident to a contract of purchase: its peculiar nature and character; two equitable liens upon the same estate may well exist together. *Iglehart v. Armiger*, 488.
8. An equitable lien, not being assignable in its nature, is extinguished by the assignment of the bond or note given for the payment of the purchase money. *Ib.*
9. The assent of parties cannot authorize the passing of a decree for which the case set forth in the bill affords no sufficient foundation. *Ib.*