

day, that the sale be ratified on the 10th of November following, unless cause shewn to the contrary, &c.

Samuel Anderson, on the 9th of October, 1822, filed his petition, in which he states, that he contracted with the trustee Foulke for the purchase of the land called Duvall's Delight, supposed to contain one hundred and forty acres, at the sum of \$11 per acre; and by the trustee's report was returned as the purchaser; that the trustee represented a piece of woodland on the north side of the tract as a part of it; that Anderson had since been credibly informed, and believed, that the lines of several neighboring tracts ran into and took off the greater part of the woodland; that the location of the woodland was the principal inducement to his purchasing the tract; and is material and necessary to the possession and enjoyment of it. Upon which he prayed, that the sale as made and reported might not be ratified.

JOHNSON, C., 9th November, 1822.—The within petition will be heard on the 30th instant; provided a copy thereof, and of this order, be served on the said Ashur Foulke before the 16th instant. It is further ordered, that depositions taken before any justice of the peace on three days' notice thereof to the parties, or their solicitors, be read and received as evidence at the hearing.

To this petition of Anderson's, the trustee Foulke, on the 4th of December, 1822, put in his answer, on affirmation, in which he avers, that he never shewed or made any representation to Anderson as to the lines of that part of the tract called Duvall's Delight, which he had sold to him; that he knew the lines at the time he made the purchase, they having been shewn to him by the *surveyor who was then engaged in running out an adjoining tract; that Anderson voluntarily, without any misrepresentation by the trustee, had executed the written contract under his hand and seal, of which the following is a true copy: 632

“Memorandum of a bargain made and concluded upon the 28th day of August, A. D. 1822, between Ashur Foulke, trustee appointed to sell the estate of Stephen Scotton, deceased, of the one part, and Samuel Anderson, of Anne Arundel County, of the other part, witnesseth, that the said Ashur Foulke hath sold to the said Samuel Anderson, his heirs and assigns, all that tract of land, late the property of said S. Scotton, deceased, as aforesaid, supposed to contain one hundred and forty acres, be it more or less, at \$11 per acre, he, the said Samuel Anderson, is to pay one-third of the purchase money down, and the remainder in two equal annual instalments, with interest; for which, notes are to be given, with approved security; and when paid, the said Ashur Foulke is to make and execute a title or deed, to him the said Samuel Anderson, his heirs and assigns forever.”