

THOMAS D. HUNT ET AL.

vs.

JOHN STULL.

} JULY TERM, 1849.

[CONSTRUCTION OF THE WORDS "MORE OR LESS" IN A CONTRACT FOR THE SALE OF LAND.]

The words "more or less," or other equivalent words, used in contracts and conveyances, should be construed to qualify the representation of quantity, in such a manner, that if made in good faith, neither party should be entitled to any relief, on account of a deficiency or a surplus.

In a contract for the sale of land for a gross sum, in which, by the introduction of the words "more or less," the representation of quantity is qualified, the number of acres is to be considered as merely descriptive, and not of its essence, and, in the absence of fraud, deficiency or surplus in the quantity of land, will not avail to vacate the contract.

There may be, however, cases in which the deficiency, from its magnitude, would raise a presumption of fraud, imposition or mistake, and in such cases, the words "more or less," would not be permitted to stand in the way of relief.

[The bill in this case was filed for the purpose of enforcing a contract for the sale of lands. A decree for a sale was passed by default on the 30th of May, 1849, and after an advertisement of sale by the trustee, a petition was filed by the defendant, the vendee, to suspend the proceedings of the trustee, vacate the decree, and for leave to file his answer, charging misrepresentation by the vendor as to the number of acres in the tract of land sold him, or that the decree might be allowed to stand as a security for the performance of the contract, after such deductions from the purchase money as the petitioner might be entitled to, on account of deficiency in the quantity of land bought. The matter of the petition was set down for hearing, and having been argued on notes by the respective counsel, the following opinion was delivered.]

THE CHANCELLOR :

On the thirtieth of May last, a decree passed for the sale of a parcel of land, for the payment of the purchase money therefor, due from the defendant to the plaintiffs, upon allegations