

contract, but no representation at all, and yet it is contended the vendee is entitled to an allowance for a deficiency.

In the case of *Jones vs. Plater*, 2 *Gill*, 125, the sale was not for a round sum, but for a specific sum by the acre, and yet the court decided, that by the force of the words "more or less," the parties were to be understood as intending that the land to be paid for, was the number of acres mentioned in the contract, and not that which it should be found to contain upon measurement. And they say, that unless the words in question lead to such a conclusion, "they are useless and insensible."

There may no doubt be cases in which the deficiency, from its magnitude, would raise the 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. But this certainly is not a case of that description, and, as I think, the case in 4 *Mason*, 417, and *Jones vs. Plater* in 2 *Gill*, 125, are authorities settling the law against the petitioner, I shall dismiss his petition, and revoke the order suspending the authority of the trustee under the decree.

This order is passed upon the assumption that the plat spoken of, cannot be found, and, therefore, an order to take proof, would only lead to unnecessary delay and expense.

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GEORGE VICKERS, for Complainant.

CORNELIUS McLEAN, for Defendant and Petitioner.

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[The order dismissing the petition in this case, was affirmed on appeal.]