

Supposing, however, that the agreement, founded upon the extreme improbability of the thing, was less strong than it certainly is, there are reasons of great weight why the court should not rectify the contract as claimed in this respect, and decree its specific execution as corrected. The evidence shows, that the defendant is a carpenter, and that he has erected a house on the lot claimed by him, and that he has also built a house on the complainant's lot, and further, that the complainant was frequently at the house when it was in a course of construction, that he knew the dividing line between his lot and that of the defendant was run so as to conform to the improvements on both lots, and that he expressed no dissatisfaction. And it is admitted in the record, the complainant has been in possession of his house since September, 1849, and is still in possession.

And the proof further shows, that the parties run a dividing line between them, and put up a fence upon that line, which fence is laid down upon the plats, and steers entirely clear of the improvements on both lots. That such a line was run and fence erected, there can be no doubt, and that the buildings and improvements of the parties have been in conformity with it. And it is apparent, that if the complainant is successful in his present application, to the full extent of his claim as asserted by the bill, he will not only get rid of this line, but will take from the defendant a part of the ground upon which his house stands, which he stood by and saw him erect, as some of the witnesses say, without objection or complaint. This circumstance, as it seems to me, is fatal to the prayer of this bill to the full extent to which it goes, it being established upon authority, that the specific execution of contracts in equity is not a matter of absolute right, but of sound discretion in the court, and that unless the court is satisfied that the appeal to it for this extraordinary assistance is fair, just and reasonable in every respect, it will abstain from interfering. This was the principle maintained by this court in the case of *Waters vs. Howard*, 1 Md. Ch. Decisions, 112, which upon appeal to the Court of Appeals was affirmed.