

vall's Delight ; that he believes, that the lines of the several neighbouring tracts of land, run into and take off a great part of the woodland ; and that the woodland was the principal inducement to his purchasing. As the property did not, according to the allegations contained in the petition, correspond with the representation made by the trustee, it is prayed that the sale may be set aside or annulled.

Preparatory to a decision, an order passed for laying down the land that was sold, as well as any other land that might be deemed by the parties necessary for the illustration of the matter in controversy.

On examining the plot returned by the surveyor, it appears, that the trustee has laid down the land which he sold to the petitioner, and this location is not counter-located ; and therefore, admitted to be the land purchased. The quantity is one hundred and forty-one and three-quarter acres, of which, three roods are within the lines of a deed executed by *Charles Carroll* to *Humphrey Hogan*, on the 16th of July, 1723.

It seems to appear, that *Charles Carroll* was the owner of the whole of the tract of land, which was conveyed by him to different persons ; and before it can be known whether the three roods are the property of those claiming under *Hogan*, or belonging to the estate of *Scotton*, it is necessary to see the other transfers ; and if *Hogan's* title is the eldest, yet a title to it may have been acquired by possession ; for as it is laid down as a part of the land sold, it is to be presumed, *Scotton* was in possession at the time of his death.

Where a tract of land is sold, and it turns out to be materially variant from the representation, the contract may be set aside. Where a tract is sold as containing a given quantity of acres, when it is discovered that less is included than was conceived at the time of the sale, a deduction will be made, unless the deficiency shall be such as would have prevented the contract, if known at the time of the purchase ; that is, the deficiency appearing to be in that part which was the chief inducement to the purchase. But in this case, in every respect, the petitioner has failed to support his allegations. He has not proved that the trustee represented to him, that he sold a piece of woodland, as part of *Duvall's Delight*, which is included in the lines of neighbouring tracts. He has laid down no interfering tract whatever ; nor if the right of the trustee to sell three roods, did not exist, and it could not exist unless it was