

Eastern Boundary line of a tract of about one hundred & five acres lately bargained & sold by said plaintiff to One Robert Mc. El Murray, contained ninety seven acres, & that he the said plaintiff would pay the said Defendant the same price that the said Defendant had agreed to pay the said plaintiff, viz the sum of \$15.46 Dollars per acre for each & every acre that said tract on survey should fall short of the said quantity of ninety seven acres: & the said Defendant in fact saith that on survey, the said tract of land contained no more than the quantity of fifty acres, & that it falls short of the quantity represented by the said plaintiff to the said Defendant to contain the whole of forty seven acres, for which each of forty seven acres represented by said plaintiff to said Defendant to have been contained within the above described boundaries & so bargained & sold as aforesaid, the said plaintiff is bound to pay unto said Defendant at the rate of \$15.46 Dollars per acre for each & every acre that said tract of land within the above described boundaries falls short of the said quantity of ninety seven acres, which said sum of money would amount to \$726.62 Dollars which is due & owing from the said plaintiff to the said Defendant as aforesaid, & exceeds the damages sustained by the said plaintiff by reason of the non-performance by him the said Defendant of the said several supposed promises & undertakings in the said declaration mentioned, & out of which said sum of money so due & owing from him the said plaintiff to the said Defendant, he the said Defendant is ready & willing, & hereby offers to set-off & allow to the said plaintiff the full amount of the damages aforesaid, according to the form of the statute in such case made & provided: all which the said Defendant is ready to verify - Wherefore he prays judgment if the said plaintiff ought to have or maintain his aforesaid action thereof against him &c

C. Ashley, Atty
for Deft.