v. Davidson, 89 Mo. 425; Bennett v. St. Louis Car Roofing Co., 19 Mo. App. 349; Davis Mill Co. v. Bennett, 39 Mo. App. 460. There were no decisions adverse to the holdings in the Michigan case.

The entire number of cases upon the subject hold that Equity will closely scrutinize the acts of directors when they derive a benefit from such acts. Some courts hold the acts void, Hansen v. Uniform Seamless Wire Co. 235 Fed. 616, Okla., Field v. Victor Building & Loan, 175 Pac. 529; Enterprise Printing and Publishing Co. v. Craig, 135 N. E. 189, In re McCarthy Portable Elevator Co., 201 Fed. 923, Ross v. Ross Manufacturing Co., 183 Ill. App. 180; Luthy v. Ream, 190 Ill. App. 315, but the majority of the courts hold that such resolutions are voidable only on showing bad faith or fraud. Francis v. The Brigham Hopkins Co., 108 Md. 233, Wash.; Tefft v. Schafer, 239 Pac. 837, Del. Ch.; Cshall v. Lofland, 114 Atl. 224; Beha et al. v. Martin et al., 161 Ky. 838; Pride v. Pride Lumber Co., 109 Me. 452; Krin et al. v. The Kraus Plumbing and Heating Co., 12 Ohio App. 55. The majority of the cases hold that the officer can recover the value of his services under the quantum meruit.

C. L. W., '26.

EQUITY — REFORMATION OF DEEDS — VENDOR AND PURCHASER—QUANTITY OF INTEREST CONVEYED. —Kite v. Pittman, 278 S. W. 830 (Mo. App. 1926).

Defendant agreed to sell and convey to plaintiff 18 acres, "more or less." The land actually conveyed contained but 13⅜ acres.

Held: The words "more or less" are construed to cover a small excess or deficiency proportioned to the amount named. Court cites Patterson v. Judd, 27 Mo. loc. cit. 567; McGhee v. Bell, 170 Mo. loc. cit. 133, 70 S. W. 493, 59 L. R. A. 761; Leicher v. Keeney, 98 Mo. App. 394, 72 S. W. 145; 8 R. C. L. 1080, art. 136. "A variance of 4½ acres in a tract so small, amounting to more than ¼ of the whole tract, certainly could not have been contemplated by the parties, and the words 'more or less' was no protection to defendant."

In Wisconsin Realty Co. v. Lull et al., 177 Wis. 53, 187 N. W. 978, the court in holding that a deed conveying 65.48 acres more or less did not convey 173 acres, say: "Such term ('more or less') covers an excess or deficit that is within a reasonable limit, the risk as to

which is to be assumed by the respective parties. It does not cover a situation where it is evident there was a gross mistake."

Prenosil v. Pelton, 186 Iowa 1235, 173 N. W. 235, holds that a description containing in all 181 and 10/100 acres, more or less, does not contemplate a shortage of more than 30 acres. The court say: "But contrary to the impression which seems to prevail in some quarters, more especially among adventurous traders in real estate titles and equities, the words more or less' are not a universal haven of refuge against personal liability for misstatements or over-statements by a grantor of the quantity of land he undertakes to convey."

The general rule seems to be that if the difference between the estimated and the actual quantity is very large, the mutual mistake will be ground for equitable relief, but if the difference is so slight as to be deemed to have been in contemplation of the parties, no relief will be granted. However, the cases seem to follow no hard and fast rules, and overlap in construing the facts. A very good rule is stated in Gardner v. Kiburz et al., 184 Iowa 1268, 168 N. W. 814, where the court in quoting 2 Warvelle on Vendors (2nd Ed.), Sec. 833, say: "It has long been settled that the relative surplus or deficit cannot furnish *per se* an infallible criterion in each case for its determination, but that each case must be considered with reference not only to that but its other peculiar circumstances. The conduct of the parties, the value, extent, and quality of the land, the date of the contract, the price and other circumstances, are always important and generally decisive."

A survey of the cases will show that the courts not only consider each case by itself, but also cite cases that are not always analogous. For instance, Prenosil v. Pelton, 186 Iowa 1235, 173 N. W. 235, cites Rathke v. Tyler, 136 Iowa 284, 111 N. W. 435, for authority that a shortage of 6½ acres in 100 acres was a substantial variation and not covered by the qualification "more or less." An examination of the case, however, discloses the fact that the court did not consider the variation as material, for the court say: "The shortage was six and forty-nine one-hundredths acres in one hundred, and we have discovered no case declaring this so unreasonable as to justify relief." The Rathke case turned on another point, to-wit, that the sale was by the acre, and not a sale of a lot or in gross.

For a collection of the cases, see Ames, Cases in Equity Jurisdiction, page 217, note; 18 C. J. 289; 8 R. C. L. 1080.

C. S. N., '27.