

**Case No. 8,656.** MCALISTER ET AL. V. BARRY ET AL.  
[Brunner, Col. Cas. 24;<sup>1</sup> 2 Hayw. (N. C.) 290.]

Circuit Court, D. North Carolina.

Dec. Term, 1803.

EQUITY—FRAUD AS GROUND FOR SETTING ASIDE  
CONVEYANCE—ALLOWANCE FOR IMPROVEMENTS.

Misrepresentations and obtaining a bargain, in consequence thereof, disadvantageous to the party complaining, is a ground in equity for setting aside a conveyance, although the party imposed on was of sound understanding, and had time enough to detect the falsehood before he made the contract. But the grantee shall be allowed for improvements made on the estate.

In equity.

PER CURIAM. Misrepresentations, and obtaining a bargain in consequence thereof, disadvantageous to the party deceived by them, is a ground in equity for setting aside the conveyance, although the party imposed on was of sound understanding, and had time enough to detect the falsehood before he made the contract. In this case the debts due from the testator were represented to his legatees to be very large, and likely to fall upon the estate in remainder devised to them; and it was concealed from them that a fund was provided by the testator for payment of his debts. The conveyance must be set aside, but the grantee shall be allowed for the improvements made on the estate.

See *Boyce v. Grundy*, 3 Pet. [28 U. S.] 210; [*Thigpen v. Balfour*, 2 Murph. 242].<sup>2</sup>

<sup>1</sup> [Reported by Albert Brunner, Esq.]

<sup>2</sup> [From 2 Hayw. (N. C.) 290.]