

Imposition practised upon weakness by him who is confided in and trusted is, in law, the most odious species of fraud.

Weakness of mind is not to be confounded with mere ignorance. If the grantor be an illiterate man, it is necessary that the deed be fully and correctly read to him, or he will not be bound by it, not on the ground of weakness of mind or of his incapacity to judge of what he was about, but because his sound mind cannot be presumed to have assented to what of which it was wholly ignorant or misinformed.

If a person of weak mind be imposed upon, he will be relieved in equity. (b)

A contract made with a person who is at the time actually *non compos mentis*, whether from idiocy, lunacy, delirium or dotage, is void. (c)

To constitute a valid contract, in law or equity, it must be made on a sufficient consideration, *i. e.* the moving cause of the contract must be some benefit to the person called upon to comply with it, or a benefit to a stranger, or some loss sustained by the party claiming the performance, and incurred at the instance of the party of whom the claim is made.

Where a person communicates his intention to make or alter his will, so as to give a legacy, or a portion of his property to an individual, and his heir, or any one else, interposes and prevents it by a promise to pay the legacy, to transfer the property, or to give an equivalent, such promise is binding, and may be enforced after the death of the testator or intestate, by the party in whose favor the promise was made. (d)

The defendant in this case, having lost or failed to obtain an estate of inheritance by reason of the plaintiff's having undertaken to give her such an estate in her property after her death, it is clear that the defendant should have the full benefit of that promise assured to her. (e)

There are various kinds of decrees other than those which operate directly in favor of the plaintiff and against the defendant; and when the whole of a complicated case has been brought before the Court, such a decree may be passed as is best suited to its peculiar nature.

If the conveyance of an estate be necessary, and the party required to make it be incompetent to contract, a trustee may be appointed to execute the conveyance in his name.

Where a decree has been passed affecting both real and personal estate, and the case abates by the death of either party, for the purpose of having the decree entirely executed, it must be revived by or against the heir, as well as the personal representative of the deceased; but it may be partially revived by or against either of them.

The circumstances which, when taken in connexion with weakness of mind, constitute a foundation of fraud whereon to vacate a contract are various; such as that of the deed never having been left for perusal; or its not being read; or its being prepared by the grantee and obtruded on the grantor; or where the gift was exorbitant; or where the party had not then the means of paying what he stipulated to pay; or where, in consequence of the relation in which the parties stood to each other, or in any way, the grantee had obtained a commanding influence, or the entire confidence of the grantor, which was used; or where the consid-

(b) See note (f) *infra*.

(c) See *Chew v. Bank of Baltimore*, 14 Md. 300.

(d) Affirmed in *Gaither v. Gaither*, 3 Md. Ch. 161.

(e) Approved in *Frisby v. Parkhurst*, 29 Md. 68. See *Browne v. Browne*, 1 H. & J. 430, note.