

or misinformed. *Henry Pigot's Case*, 11 Co. 27; *Hatch v. Hatch*, 9 Ves. 295.

It has been laid down in general terms, that it is fraudulent to obtain a deed by the exercise of undue influence over a man whose mind had ceased to be a safe guide of his actions; *Harding v. Handy*, 11 Wheat. 125; *Chesterfield v. Janssen*, 2 Ves. 156; or from a man who was of small understanding and not able to govern the lands which had descended to him. *Twyne's Case*, 3 Co. 83. A woman could read and write, and had taught a child to read, and was held to be a person of weak understanding; *White v. Small*, 2 Chan. Ca. 103; so repeating scraps, of Latin and reading classic authors was deemed no proof of sanity; because what a person learns in his youth leaves a lasting impression, and the traces of it are never entirely worn out. Such a person, though not a lunatic, was determined to be a weak man. *Bennet v. Vade*, 2 Atk. 325. In another case it is said, that the man was foolish to imbecility, though not to downright idiocy. *Bunch v. Hurst*, 3 Desau. 292. A man who had entirely recovered from a long continuance of lunacy is said to have been of a diseased intellect from his birth. *Wright v. Proud*, 13 Ves. 138. A young man is said to have been of mean parts and easy to be imposed upon. *Portington v. Eglington*, 2 Vern. 189. A person is spoken *of as being seventy-two years of age and a weak man easily to be imposed upon. **392** *Clarkson v. Hanway*, 2 P. Will. 204. And again it is said that the grantor was upwards of eighty-four years of age; blind or nearly so, and altogether dependent on the kindness and assistance of others. *Griffith v. Robins*, 3 Mad. 191. From all which it would appear, that by weakness is meant a sort of mental imbecility approaching to the condition of one who is actually *non compos mentis*, and analogous to childishness and dotage. *Kaimes' Pr. Eq. b. 1, p. 1, c. 1, s. 3, and c. 2; Bates v. Graves*, 2 Ves. Jun. 289.

The circumstances which, when taken in connexion with this weakness of mind, constitutes a foundation of fraud whereon to vacate a contract, are various. *Shelf. Lun.* 265. 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 towards each other, or in any way, the grantee had obtained a commanding influence, or the entire confidence of the grantor, which was used; as in the case of a wife who had used unwarrantable means to insinuate herself into the favor of an old man, and by imposing upon his weakness, had clandestinely obtained from him a conveyance of his estate; *Hervey v. Hervey*, 1 Atk. 564; *Mountain v. Bennet*, 1 Cox, 353; *Nantes v. Corrock*, 9 Ves. 183; or where the consideration was greatly inadequate; or where the weak man had conveyed