of Dashiel vs. Dashiel 2 H&G 127 the Court of Appeals say "the position is undeniable that in the judicial interpretation of Wills, the intention of the testator to be gathered from the entire instrument shall prevail unless it violated some established principle of law; and the same principle had been repeatedly asserted before, and has been since, No principle of law, is, as I think violated by giving effect to the intention of the testator, in this case and by declaring in conformity with that intention, that Henry Robinson had no power to make in his lifetime, and absolute disposition of this property. It does not appear to me that the state of the case is at all altered, or the rights of the parties changed, by the sale which has been made under the decree in this case. The property was decreed to be sold, because as alleged by the bill, and established by the proof it was for the interest and advantage of all parties interested that it should be sold, and the proceeds divided among them according to their several and respective proportions, and invested for their use and benefit. The object of the Bill and the decree which authorized a sale, was to promote the interests of the parties by rendering the property in some new shape, more productive and not to enlarge the power of the cestui que trusts over it. The money or Bonds derived from the sale were to be brought into Court, to be disposed of under its direction and should be invested subject in all respects to the trusts of the will. The Petitioner Forguharson, the substituted Trustee was a party to the Bill, and I do not think his trust ceased with the sale of the property under the decree, on the contrary unless some sufficient reason can be shown, he is the person who should make the investment, and hold the fund in trust for all the parties interested, so far therefore from being an intermeddler in the cause, he was in my opinion perfectly justifiable in interposing and raising the question of the validity of the sale, by the cestui que trust to Mr. Wilson. But a part from the want of power on the part of the vendor, to make the sale to Mr. Wilson, there are other circumstances, which cannot be overlooked in deciding upon its validity. The vendor can neither read, nor write. His mark is affixed to all the papers executed by him including his answer to the petition of Mr. Wilson and there is no very satisfactory evidence that they were read or fully explained to and understood by him. The proof upon this point, is to say the least doubtful, and when the vast disproportion between the value of the property sold and the price stipulated to be paid for it is considered it would seem eminently proper that the transaction should be free from all suspicion, that the party most liable to be imposed upon was not fully aware of what he was doing. When it is apparent upon the face of the transaction that property had been sold at an erroneous sacrifice and it is shown that the party making the sacrifice, is totally uneducated and incapable of reading or writing, a reasonable ground for supposing that he may not have perfectly understood what he was doing, cannot be without its influence, in deciding upon the validity of the sale. Here is a case, where property has been sold for about one fourth of value, an inadequacy so great, as in the language of Lord Eldon; in Coles, against Trecothick 9 Ves. 246, to shock the conscience, and to amount in itself to conclusive, and decisive evidence of fraud, "and which would of itself be a sufficient ground for refusing a special performance of the contract if it remained unperformed. But it is said this is an



executed contract and the purchaser comes here simply asking for the fruits of his purchase, which the vendor is willing he shall have. The Answer to this is the vendor can neither read or write, and it does not very clearly appear, whether the papers to which he has put his mark, were read to him or fully understood by him; and that in a transaction where the price is so far short, of the value of the thing sold as the subject is without any other circumstance, to the reprobation of the Court, everything, which can remove the suspicion of misapprehension or mistake, on the part of the person making the sacrifice, should be supplied by him, who sets up the contract. There is, moreover another thing apparent upon this record which weighs heavily against the purchaser. The deed by which Henry conveyed the property to Mr. Wilson bears date the 25th of June 1850 and in the body of it there is an acknowledgement, of the receipt of the Seven hundred and fifty Dollars, the consideration money, and yet in point of fact, the money was not paid at the time, nor has it been paid since. It appears from the evidence of Samuel Twilley that he sold to Henry a House and Lot for two hundred and Twenty five dollars, upon the responsibility of Mr. Wilson and that he has received from him on account, the sum of Seventy Five Dollars, and this is all, so far as this record discloses, that Wilson has paid, on account of his purchase of Henry, and his engagement to Twilley, to pay the balance of the two hundred and Twenty five dollars is verbal merely, Wilson having as the witness states given him no written obligation therefor? But not only has Mr. Wilson taken from Henry a conveyance of this property without having then or since paid the purchase money, but there is strong reason to think the security he gave Henry for it, is invalid.

Joseph H. Bell one of the Magistrates by whom the acknowledgement of the deed from Henry was taken, says, Mr. Wilson at that time gave to Henry an obligation for the purchase money, saying he had no money, and Henry would have to take his obligation, to which the latter made no objection, And further he thinks the note was not upon stamped paper, cannot say for a certainty, but thinks it was written upon a common sheet of paper, and again upon the cross examination he says the note was drawn there (that is at the time of the acknowledgement of the deed) to the best of my knowledge, on unstamped paper. though as to this, I do not speak with absolute certainty and the proof of the other witness, is not at all with, in conflict with this. It may be assumed then I think, as more than probable, not only that no part of the purchase money had been paid except the seventy five dollars paid to Mr. Twilley, but that the obligation given by Mr. Wilson to Henry is an invalid security for want of a stamp. This then the omission to use stamped paper for the obligation in question, may be remedied in the mode pointed out in the 8th section of the act of 1844 ch: 280 by making the affidavit and paying the sum of Ten Dollars, as is therein provided but this does not obviate the objection, that the transaction is characterized by a loose-ness and want of care, which looking to the great inadequacy of the price to be paid should incline the Court against giving effect to it.

It cannot, I think be supposed, that Henry knew not only that he was parting with his property for one fourth of its value, but that the security which he took for the payment of the purchase