It cannot be doubted from the direct testimony of the Witnesses examined upon that point that Watts was a man of very feeble capacity for business and pecuniary transactions. George W. McCauley says that "Watts is not a man of business habits" that he is not "calculated to transact business in which there is any financiering." Edward Rider says that "he really thinks that Watts is not a man of business" and to the Defendants Cross interrogatory the Witness replies "that he does not think Watts is a man of ordinary understanding competent to make contracts and that he would not trust him to make contract for him." The former of these Witnesses speaks from a knowledge of Watts for thirty and the latter for many years. Richard Hook who says that he has known him for twenty years testified to the same effect. There is nothing brought out on the Cross examination of these Witnesses that shews that they speak from prejudice or ill will against him or that impairs their testimony & the defendant has not produced a single Witness to rebut what they have stated upon this point. All that has been relied upon by way of answer to these charges of weakness of mind and incompetency is what he alleges in his answer and what is stated by Watts and Witnesses upon the defendants Cross Examination viz: that Watts has acted as County Justice of the Peace and that he was one of the associate Justices of the 3rd Election district of Baltimore County. But Messrs Rider and Hook upon whom the defendant relies for the proof of the facts say, the former "that he never "thought him fit to be a Justice of the Peace, that" he had seen some of his "official acts" – he doubted whether he understood what he had written – "he has written pieces which he parent think he Watts did not understand" – and the latter "that Watts was one of the associate Justices with him "of the said district Court – that he sat at said Court two or three times but "took no active part in its business" and that he is not able to say "whether "he (Watts) understands what he reads or writes."

This very fact of Watts deficiency as a man of business and incompetency to contract with skill and judgement was put prominently in the issue in the pleadings and the defendant has not met it by such Evidence as satisfies the Court in view of what the Complainants Witnesses testify, that Watts was not a very simple minded man of feeble intellect of limited capacity for business and not possessed of sufficient ability to qualify him to bargain and contract with reference to the property in question with that degree of judgement and deliberation which Courts of Equity deem necessary to render such transactions valid.

And this seems to be the estimate that Mr Wilson himself formed of Watts qualifications to manage his business affairs and to deal with this property for giving the former credit for sincerity in the sympathy that he manifested for Watts and the reason he assigned for his willingness to be friend him he certainly did not believe him competent to protect himself from being cheated and defrauded out of this property for Davis one of the Witnesses for the Complainant says that Mr Wilson told him that "he felt a disposition to befriend Watts to prevent him from being cheated and defrauded by Isaac Tyson" who was supposed by Wilson to have some designs upon the copper Mines and who he said was endeavoring to wrong Watts and to get the mines for less than their value; And when Watts

went to Tysons counting room as he states in his testimony he did to offer these mines to him Wilson came with him as his "Counsellor" and friend apparently not willing to trust him to negotiate without his aid with Tyson; and he appears to have gone in the same character to the office of D. and Plummer Esqs who had written two notes to Watts requesting an interview with him in regard to these mines and who instead of calling himself is represented by Mr Wilson. And when Mr Stewart says that he is a friend of Watts and wished to promote some satisfactory arrangement with Tyson Wilson reply proves clearly that he did not regard Watts as equal to the task of taking care of his own interests and protecting himself from imposition. He says "no such arrangement could be made". Tyson wants to take advantage of Watts, and that he intended to protect Watts from imposition, and that he should not sacrifice "the mines: language highly creditable to his friendly and sympathetic feelings for Watts. But still the language of the stronger towards the weaker the language of one who is confident of his powers to protect and defend the interests of another who is not competent to guard and preserve them himself. The letters addressed from time to time by Wilson to Watts and filed with the Evidence contains cautions and charges to Watts to "keep cool not brag or talk too much" to be on his guard "how he talked and who he talk to" and encouragements" not to be frightened and afraid "all in regard to this property which if they mean any thing shew conclusively that Wilson regarded Watts as a weak and incompetent man to be addressed and continued almost like a child and altogether unfit without a protector to manage and transact his business affairs. If he was not the man of imbecility of intellect feebleness of mind and unfitness for his business that all the circumstances of this case and the testimony of these Witnesses who have known him for so many years prove that he was. Why has not the defendant produced other persons who have known him equally well to prove that he was a sound minded man shrewd man skillful and expert in matters of business and perfectly competent to attend to and take care of his own interest. It certainly was not enough in answer to the Evidence in the cause upon this point to rely upon the simple fact that he had acted as Justice of the peace in the County or in the district Court especially when the Witnesses who prove these facts, rebut the inferences therefrom of capacity and qualification by saying that he was in their opinion not fit for the office.–

And again at the times of these transactions between Watts and Wilson beginning with the earliest, the contract of April 25th 1846, Watts was poor and in great pecuniary distress; this Parcel of farm and mines his only means of support for himself and family had been advertised for sale to pay Hook's mortgage claim and he was bordering in that state of uneasiness of mind and perplexity and that arrangement which the Court in the language of the authorities referred to regard "overwhelming calamities" that harass and perplex the intellect and render a man uneasy at the time" so that it cannot be supposed that he had a mind adequate to the business that he was about".

Such being the character of his mind both from natural and accidental causes what does he do? He encounters in a business transaction of the deepest moment to himself a gentleman whose keenness shrewdness and business qualifications and capacity no one who knows him will question. That transaction was an agreement to sell on the part of Watts and to purchase on the part of