of some of the decisions "sufficient to shock the conscience" the whole circumstances of the transaction certainly produce that effect and the Court is constrained to say that it cannot sustain this contract with Watts, and regard it as any foundation for a valid title to this property in Wilson.

It will be found from a review of the authorities that upon the objections of incompetency and inadequacy of consideration their proofs in this case are much stronger than the rule established by these authorities requires in Gilson vs Jeyes 6 Ves. 272. in which the two objections just mentioned coupled with the relation of the parties were urged against the contract. Lord Eldon says looking to the third ground the relations of the parties, there is enough in this case to authorize the Court to say there is probable evidence of incompetency and evidence of some degree of insufficiency of consideration that can be felt as extremely material evidence, when it is to be connected with the third ground.

In McCormick vs Malin 5 Blackford 53. The Court after considering the several grounds for setting aside the contract in that case that have been relied upon in this, closes its examination in the following language precisely applicable to the case before this Court "If it could be doubted "whether any of the views that we have taken separately considered is sufficient to entitle the Complainant to the relief he prays, that doubt must "vanish before their combined force. A treaty respecting an important "interest entered into between two persons of very unequal powers — one "with a naturally unsound judgment the other enterprising keen and "sagacious in business — the weaker mind trusting in the stronger — that "influence increased by pecuniary distress on the one side and pecuniary "power on the other, and resulting in a contract exhibiting great inadequacy "of consideration. A treaty thus characterized presents claims to relief "which a Court of Equity cannot withstand." —

If this case then stood upon the contract of sale alone as alleged by defendant in his Exhibit No 1. or as set forth in Watts Petition in Stock vs Him, the Court would have no difficulty in relieving against it. But the defendant relies in vindication of his title to this Bare Hill property not only upon this contract of sale but also "upon the orders of Baltimore County Court in the said case ratifying and confirming said sale and upon the deed from said court in pursuance thereof which, deeming its effect solely from the validity of said order or decree as it has been termed in the argument of the Counsel must stand or fall with the said Decree.

This order was passed by the Court on the 20th November 1849 and more than three years after the alleged contracts of sale, and was passed with the written consent of Watts filed in the case without which for several reasons it would have been a nullity. The defendant claims for this Decree a very impregnable character and insists that Watts cannot gain say it or avoid any thing against it. And this is perfectly certain from all the authorities that all the facts circumstances and reasons that have been previously considered and which it is unnecessary to recapitulate here as objections to the validity of the said contract of sale can be relied upon against the validity of this decree. It is available upon the same grounds and for the same reasons. If a decree has been improperly obtained it can be impeached. Mitchum Pleadings Vol 112. and when made by consent and the consent has been fraudulently obtained. idem 114. 1 Story's Eq 252. 2 Story's Eq 1522. Bradish vs Gardner 229. Monell vs Lawrence Johns Ch R 521. But for the opposition of Tyson & Watts Petition as shown in the proceedings in the said case of Stock vs Watts the record of which is one of the Exhibits in this case this decree would no doubt have promptly followed the petition and having been in company with it would have shared its fate so far as that fate is determined by views and reasonings heretofore expressed and urged upon the law and facts in this case; but does the circumstance of Watts having assented to this decree and its having been passed by the Court so long subsequently to the contract of sale give to the decree any force effect or validity which the contract does not possess? It certainly does not because all the Evidence in the Cause shews that the previous condition of Watts and the relation of Wilson to him was unchanged at the time of the decree; nay, that the circumstances of their relative position were such at that time as to make the objections to the validity of this decree for the reasons heretofore stated stronger than those that could be urged for setting aside the contract of sale, whilst there is much in the testimony of the Witnesses in this case to maintain this position. There is quite enough for that purpose to collect from Wilson's letters to Watts written during the interval between the contract and the decree. They have expressed in language of the warmest apparent friendship manifesting the deepest concern for his interest in connection with this property. shew that he seemed to be acting for him and his interests in reference to pending law suits with Tyson — congratulate him on successful results of this litigation both in the Court of Chancery and the appellate Court address him now in terms of admonition "not to brag too much" — "not to talk too much" — "be cautious who you talk to" — and then in terms of encouragement exciting his hopes of great gain and benefit to be derived from these mines in words such as these, "plenty of money ahead, only have patience" — "only keep cool and look shark the money will come sooner or later in no small sums." all shewing that Watts still had the strongest reasons for regarding him as his best friend — his confidential adviser employing his agency in every way to promote Watt's interests in connection with this property and excluding any doubt of this by enjoying the entire confidence of Watts and having the strongest influence over him and there is nothing in the case to furnish any reason for believing that Watts was at that time more competent to attend to his interests in this business than he was when he signed the contract of sale. and nothing having been added to the price of the property it was quite as inadequate as a fair and equitable consideration. The question as to the effect of subsequent acts and deeds of parties in ratifying and confirming contracts liable to be impeached on the grounds alleged against this contract has been fully considered in the elaborate opinion of the Court in the case of Putter & others vs Hackett reported in 2 Desaussures Eq Rep 651 709. in which the Judge delivering the opinion says "I understand the doctrine as to confirmations to "be quite settled, that the party who gives them must be shown to be no longer "under those circumstances of necessity or of overbearing influence or blind "confidence which led into the first agreement, and that he is aware that he "is not bound by the original contract but may be released from it, but nevertheless he chooses deliberately and without imposition to confirm what "he had first done. To this may be added that in many cases particularly "of great abuses of confidence, confirmations are not allowed to have any "effect" and on page 715 "The few cases in which confirmations have