opinion, sustained by testimony. On the contrary, it seems to me clear, that the weight of proof is to the effect that she, herself, first suggested the conveyance; that it was read over to her before she signed it, and that she knew perfectly well what it was and what she was doing; that in doing it, she acted freely and voluntarily, without any undue influence or fraud practiced upon her by anyone, and that she executed the deed deliberately, and was not entrapped or surprised into the doing of the act.

2nd. Nor do I find it established by the testimony that a confidential relation existed between the grantor and grantee, so as to enable the complainants to invoke, as against the deed, the equitable doctrines applicable to transactions between parties holding such a relation to each other. The proof in this case bearing upon that subject, is of the slenderest character. It falls far short of what was offered in Todd vs Grove, 33 Md. 138, and in all other similar cases that have come before the Courts of this State. I do not think it is justifiable for a Judge to infer the existence of such a relation from proof so slight as that which has been furnished in this case.

These are the only grounds upon which the deed has been, or so far as I see, can be assailed. If, therefore, I am right in the views thus expressed, the deed must stand, and it becomes unnecessary to consider many of the minor questions presented in argument, or to pass upon in detail, upon the various exceptions to the admissibility of evidence. In thus disposing of the case, I have considered no testimony to which there can, by possibility, be any well founded objection.

But while the complainants are not entitled to a decree

vacating the deed, they are, under the prayer for general relief, entitled to be paid the $50 consideration money, with interest thereon from the date of the deed, and an order will be passed securing them this measure of relief.

It is, thereupon, this 10th day of July 1882, adjudged and ordered, that if the defendants, or one of them, shall, on or before the 1st day of August next, pay to the complainants, or bring into this Court, to be paid to them, the sum of fifty dollars, with legal interest thereon from the 19th day of July, 1876, till so paid, then, and in that event, the bill filed in this case shall stand dismissed, with costs, and in the event of a neglect or refusal, on the part of the defendants, so to pay said sum of $50, with legal interest, as aforesaid, upon application of the complainants, a decree will be passed for a sale of said property, to pay the same.

Oliver Muller.

Whereupon, the following order for appeal was filed, in words, to wit:

James L. Goodwin, Mary M. Goodwin,	No. 650, Equity.
vs	No. 720, Equity.
White, et al.	(Consolidated.)

Mr. Harwood Clerk, will enter an appeal from the decree and order of Court passed on the 10th day of July, 1882; also from the order passed 18th of August, 1882, on the petition of A. A. White and Wm. G. Iglehart.

Wm. H. Tuck

Jas. H. Hodges

For Jas. L. Goodwin and Eval Gray Goodwin.

On the 23d. August, following petition was filed, and order thereon passed, in words, to wit: