

But says Judge (Coker) in answer to this objection in his work on Constitutional Limitations 377. Other Courts go much further than this and hold that although the Deed was originally defective for the purpose of conveying title, the healing statute may accomplish the intent of the Deed by giving it effect. xxxxx Apparently, therefore, there would seem to be some force in the objection that such a statute would impair a Party of vested rights but the objection is more specious than sound. There doubtless have been many cases of imperfect contracts and Deeds especially in voluntary cases where Courts of Equity could for various reasons not feel justified in enforcing the Contract or in reforming the Deed, but at the same time when there is no fraud the Courts would refuse to set aside the Deed or annul the Contracts. In such cases, the Courts invariably leave the Parties where they find them.

Viewing this conveyance as a voluntary settlement, it is by no means certain that a Court of Equity would not enforce it. It is ruled in *Haines et al vs. Haines et al* 6 Md. 435, that "a Court of Equity will enforce a voluntary settlement at the instance of a child against the Deed if it appears to have the preferable Equity or if the Deed has been otherwise provided for and because the Property claimed by the volunteer is more than the Deed at Law has, is no reason for refusing specific performance." Chancery will not interpose as between the parties to set aside a fair voluntary conveyance, where the Equity being equal the volunteer having the law shall prevail. *Black et al vs. Lord* 2 H & L 103. If all that is wanting to a valid contract is the observance of some legal formality the Party may have a legal right to avoid it; but this right is coupled with no equity even though the case be such that no remedy could be afforded to the other party in the Courts. Coker's Limitations 378. It follows from these views and the authorities referred to, that the Act of 1867, Ch. 160, is constitutional and conformable to entire justice does not improperly interfere with vested rights and is therefore a just and proper exercise of legislative authority. And it also follows that the Deed of the 29th November 1866, aided by the Act of 1867, Ch. 160 conveys to the Grantees therein named, all the right and title of Benjamin Dodd and Ruth Dodd his wife, in and to the lands therein described, unless the Deed be void for fraud.

Next as to the question of fraud in procuring the Deed, There is no pretence that there was any fraud on the part of the children (the grantees) in obtaining the Deed, nor is there any intimation that their mother, or any of her friends or connections exercised any influence proper or improper over Benjamin Dodd in effecting the Deed. There was Benjamin Dodd induced by fraud or improper influence to convey this property to his Grand Children, and not leave it to be enjoyed by his Brothers and Sisters, who otherwise have inherited it as his Heirs at Law. If this be true, it shows one instance in which it was not very wrong "to do evil that good may come."

If Benjamin Dodd, was imposed upon by any one it must have been by his Brother Facet who seems to have been the "evil spirit" almost omnipresent in all the proceedings and transactions relating to the Estate and property of his Brother.

There is no question in the mind of the Court as to the mental capacity of Benjamin Dodd, to make a valid Deed and Contract. The testimony conclusively shows that in health, and when in the prime of life he was a man of strong mind, vigorous intellect, determined will and particularly shrewd and active in all business matters.

And although some of the witnesses testify that before and about the time of the execution of this Deed he seemed to be in trouble, hard to be amused, and would frequently sit for some time apparently in a stupor, yet the two Physicians Dr. Hanna and Dr. Riggs who were best qualified to speak of his mental condition