

son, the Court, though, refusing to set it aside absolutely as fraudulent in fact, ordered it to stand as security for the sum really due from the father to the son.

The opinion of Chancellor Kent in that case is not only supported by the authorities cited by him, but meets full confirmation in the case of *Wood vs. Abrey*, 3 *Madd.*, 216, where a deed made for an inadequate consideration by vendors who were in great distress, and without professional assistance, was set aside upon the plaintiff's repaying the amount of the purchase-money, and by what was said by the Master of the Rolls in *Daubeny vs. Cockburn*, 1 *Merivale*, 643, "that in ordinary cases of fraud the whole transaction is undone, but if a partially valuable consideration is given, its return is secured as the condition on which equity relieves."

I am of opinion, therefore, that under the circumstances of this case, the complainant has an equity to have his stock returned to him, upon his paying to the Savage Manufacturing Company the amount of his indebtedness to it, as ascertained by the last report of the Auditor.

The counsel, therefore, may prepare a decree ratifying and confirming the Report of the 12th of November last, and directing the defendant to issue to the complainant, of the capital stock of the said Manufacturing Company an interest representing the sum of \$9,632 32, provided the said complainant shall, by a certain day to be limited by and named in the decree, pay or tender to the defendant the sum ascertained by the said report to be due from the said complainant to the defendant. And in that case neither party shall recover costs against the other. And by the decree power must be reserved to the Court to pass such further order or decree as may be necessary, in case the complainant shall make default in paying or tendering to the defendant the amount ascertained as aforesaid to be due to the defendant by the said Report.

ALEXANDER, for Complainant.

WILLIAM SCHLEY, and GEORGE H. WILLIAMS, for Defendant.