

with the desire of the *cestui que trusts* of full age, and invest the proceeds in some safe securities for their benefit, but this power he revoked by a codicil, and expressed a desire that no part of the trust estate should be sold.

HELD—That by this will the negroes had no power in their lifetime to make an absolute disposition of this property.

In the judicial interpretation of wills, the intention of the testator, to be gathered from the entire instrument, must prevail unless it violates some established principle of law.

If the grantor be *compos mentis*, and there be no fraud or imposition practiced upon him by the grantee, the transfer must stand though the thing sold be worth four times as much as by the contract was agreed to be paid for it.

Where property is sold for \$750, which is worth \$2800, the inadequacy is so great as to shock the conscience, and to amount in itself to conclusive and decisive evidence of fraud, and would of itself be a sufficient ground for refusing a specific performance of the contract if it remained unperformed.

[The bill in this case was filed in May, 1850, by Henry Robinson, a free negro, and others, free negroes, against Washington D. Robinson and others, free negroes, and John D. Farquharson, for the sale of certain real estate devised to William Rea, in trust for them, by William S. Harper, of Dorchester county. The bill alleges among other things that William Rea had declined the trust, and that John D. Farquharson had been appointed by the Court of Chancery trustee in his stead; that the land was deteriorating in value, and that it would be for the advantage of all parties interested to sell the same, and that the proceeds be divided among the parties interested, according to their several respective proportions, and invested for their use and benefit. This bill also states that negroes Daniel and John, mentioned in said will, have, since the death of the testator, died intestate, leaving complainants and defendants their heirs at law. The will of William S. Harper, filed as an exhibit with this bill, is dated the 17th of February, 1838, by which, after payment of debts and funeral expenses, he disposes of his property as follows:

By the third clause he bequeaths a horse to his negro boy Henry. By the fourth he directs all his personal estate not otherwise disposed of to be sold by his executor on one year's credit, with security, bearing interest from date till paid, and the money, when received from said sale, and whatever money