October Term 1885.

Elizebeth Hubbard,
Elizebeth Hubbard.

Complainants' Exhibit Commission W. I. K.
(Filed with Commissioner November 24th, 1884.

D. G. Wright,
Commr.)

House of Refuge,
Near Baltimore, Md.,
April 26, 1883.

Thomas Hubbard was committed to the House of Refuge by Justice Morse, on the testimony of his mother, that he was incorrigible and beyond her control, the 20th of January, 1880.

At the request of his mother, his relation was changed to that of a boarder the 26th of February, 1880. He was removed from the institution by his mother the 20th of August, 1880.

R. I. Kirkwood, (L. S.)
Supt.

Exhibit D. I. H.
(Filed with the Commissioner April 27, 1883.

D. G. Wright,
Commr.)

Daniel I. Hubbard,
Daniel I. Hubbard,
Daniel I. Hubbard,
Daniel I. Hubbard,
Danal I. Hubbard.

Opinion of the Court.
(Filed 1st May, 1885.)

Hubbard,
vs.
Dunnington.

In the Circuit Court of
Baltimore City.

October Term 1885.

The question in this case is as to what constitutes a valid delivery of a deed. John Wm. Willson, Elizabeth Hubbard, George W. Hubbard and Mary Hubbard, his wife, executed and acknowledged a deed, dated the 20th of August, 1880, to William A. Dunnington, the defendant, conveying a ground-rent of $230 per annum, on property on Valley street, and subsequently, on the 9th of Sep. 1880, Thomas I. Hubbard, one of the grantors, executed the same deed, making a separate acknowledgment.

The said Elizabeth Hubbard, George W. Hubbard and wife, and Thomas I. Hubbard, file this bill to set aside the deed, on the ground: 1st. That the signatures of the grantors are forgeries; and 2d. That even if they are genuine, they were obtained by fraud and that the deed was never validly delivered to the grantee.

Elizabeth Hubbard had a life estate in the property, and died since the bill was filed. Her interest has therefore ceased, except as to some back rent. Thomas I. Hubbard is a minor and therefore the deed is not valid as against him. The only question about which there is now a contest is as to the claim of George W. Hubbard and his wife.

The proof satisfies me that the signatures are genuine. The proof is equally satisfactory, that the plaintiffs, by a skillful fraud perpetrated by John Wm. Willson, one of the grantors, were induced to execute this deed, they supposing it to be an entirely different paper. The latter, which was shown to them, was a deed to close a four foot alley in the rear of the property in question. The grantors were ignorant people, and