Willson was a lawyer.

Willson, who was part owner of the ground-rent, made a bargain with Dunnington for the sale to him of this ground-rent, without any suspicion on his part of fraud or wrong on the part of Willson. The consideration was $3.175, and Willson, from time to time, while the bargain was pending, induced Dunnington to advance all except $1.037 before the deed was delivered to him by Willson.

The deed was executed and acknowledged by the grantors, except Thomas J. Hubbard, in the house of Elizabeth Hubbard, and the deed was then taken away by the Justice to his office, to keep it until Thomas J. Hubbard should come to the city and execute and acknowledge it before the Justice, when the blanks, which had been left, were to be filled up by him.

As Thomas J. Hubbard did not appear, the Justice, after waiting for some time, struck out his (Hubbard's) name from the deed, filled up the blanks, and at the request of Willson, handed the deed to him; Willson, on the 9th of September, procured the signature and acknowledgment of Thomas J. Hubbard before another Justice, and on the 18th of September delivered the deed to the defendant, and received the balance of the purchase money.

Was this a lawful delivery? I think not. A delivery is a voluntary act of the grantor, and is essential to constitute a valid deed, and here the voluntary act is wanting. The grantors, other than Willson, were entirely deceived as to the character of the paper which Willson induced them to sign. They intended to sign, and supposed they were signing, another paper. If he had

stolen the deed he would have had no power to deliver it, and his having obtained it by fraud and fraudulent pretences, which is also a criminal offence, gave him no greater power. The following authorities sustain this position: Foster vs Mackennon Law. Rep. 4 Comm. Pl., 704; Gibbs vs Linabury, 22 Mich., 479; Whitney vs Snyder, 2 Lansing, 477; Stance vs Lary, 5 Ala., 370; Edwards vs Brown, Kennyston & Gaber, 312.

The deed was, with the concurrence of the grantors who had signed it, placed in the possession of the Justice, to be completed by its execution by Thomas J. Hubbard, but before it was executed by him, Willson obtained it from the Justice. For this there was neither express nor implied authority on the part of the plaintiffs.

It is true that where A obtained by fraud a conveyance of land from B, and the deed is duly executed, acknowledged and recorded, a subsequent purchase from A, without notice of the fraud, will obtain a good title, but that is a different case from the one at bar. This is a case between the grantor and grantee, and that the latter must at his peril, see that the deed which he accepts, has been validly delivered; an authority to deliver a deed may often be inferred from circumstances, but in this case the facts proved preclude any such inference.

I shall, therefore, sign a decree in favor of the plaintiffs.

Geo. Wm. Brown.

Petition and Order of Court Thereon.

(Filed 4th May, 1885.)

Hubbard, et al.,	In the Circuit Court of
vs.	Baltimore City.