

This case was brought before the Court by a bill filed by Colegate D. Owings against Charlotte C. D. Owings, on the 21st May, 1825, in which the plaintiff alleged, that she was then more than eighty-four years of age, and at a time when she was in a condition of extreme ill health, and altogether deprived of the proper use of her mental faculties, the defendant had fraudulently caused her to execute and deliver a deed dated on the 15th of June, 1824, which purports to be a conveyance from the plaintiff of all her real and personal estate to the defendant; that the deed was made without any valuable consideration whatever, upon the false and fraudulent pretext that the plaintiff had promised to give by her last will and testament all her estate to the defendant. Upon **371** which *the plaintiff prayed, that the deed might be annulled and cancelled, and for general relief according to the nature of her case.

The defendant by her answer denied, that the deed had been fraudulently or in any manner improperly obtained from the plaintiff, and averred, that the plaintiff, as her mother, had promised to her father, a short time before his death, to provide for her. In consequence of which, and in express reference to that promise, he had by his last will given the defendant a trifling legacy, and so, in effect, excluded her from all participation in his estate. Upon all which the defendant insisted, that the deed should be sustained, or that she should have secured to her the full benefit of the plaintiff's promise.

To this answer the plaintiff put in a general replication, and a commission was issued to take testimony; but before it was returned, the plaintiff, on the 31st of August, 1826, came from Baltimore to Annapolis with the defendant, and by an order in writing, signed by her, directed the register to dismiss the bill, and it was dismissed accordingly.

On the 6th of November, 1826, the solicitors of the plaintiff filed their petition, in which they stated, that although the complainant was not a lunatic, yet she was incapable of transacting business or disposing of her property; and that she had declared, since her return home, that she went to Annapolis with her own lawyers; and instead of dismissing her bill, she is under the impression, that she has got all her property back, and that the deed to the defendant has been set aside; and the plaintiff's solicitors further allege, that the order for dismissing this suit had been procured by fraudulent practices and undue influence upon the plain-

Hewitt's Appeal, 55 Md. 514; *Nevin v. Gillespie*, 56 Md. 320; *Kerby v. Kerby*, 57 Md. 345; *Linnenkemper v. Kempton*, 58 Md. 159; *Bouldin v. Reynolds*, 58 Md. 491; *Goodwin v. White*, 59 Md. 503; *Stirling v. Stirling*, Court of Appeals, 1885.

The equitable doctrine of undue influence is elaborately discussed in *Pollock on Contracts*, 523, et seq.