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Delivery of Deed After Death of Co-Grantor

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the improvement patent over the old and expired patent.\(^7\) Studies made by the Temporary National Economic Committee show that this practice is used for the express purpose of extending the term of the expired patent.\(^8\) An analogous situation arises when a patentee attempts to extend the monopoly of his patent over an unpatented product. Such an attempt has been held generally ineffective.\(^9\)

The primary purpose of patent law is not to create private fortunes for the owners of the patents but "to promote the progress of science and the useful arts."\(^10\) The source of the power to grant patents and the consideration for granting them are the advantages which the public will derive from them, especially after the expiration of the patent monopoly, when the discoveries in them become a part of the public stock of knowledge.\(^11\) When, as here, the patentee has a virtual monopoly of all the machinery for a given purpose the patent, if doubtful, should be declared invalid to protect the public.

**PROPERTY**

**DELIVERY OF DEED AFTER DEATH OF CO-GRAantor**

In 1911, a husband and wife, as grantors, signed and acknowledged warranty deeds to certain lands owned by each. Instead of being given to an escrow agent as therein provided, the deeds were placed in a bank lock box. The wife then sold part of her lands and her husband died in 1915 leaving her as his sole heir at law. In 1934, the wife delivered the deeds to the named grantee. Later, she died leaving two nephews as her next of kin. They brought this suit to quiet title to the lands, claiming that the deeds were void at the time of delivery. Held, the deeds were good conveyances. *Miller v. Miller*, Ind., 38 N.E. (2d) 343 (1942).

12. United Shoe Machinery Corporation et al. v. United States, 258 U.S. 451, 465 (1921). (The United Shoe Machinery Co. occupies a dominant position in the production of shoe machinery and supplies a very large percentage of such machinery used by manufacturers.)
The court held that while the deeds express the intent to deliver to an escrow agent to hold until the deaths of the grantors, no consideration can be given thereto other than to say that these statements are mere surplusage and cannot nullify the clear purpose of the wife at the time the deeds were delivered. *Light v. Lane*, 41 Ind. 539 (1873). A deed is consummated by the delivery by the grantor and its acceptance by the grantee. *Harwood v. Masquelette*, 95 Ind. App. 338, 181 N.E. 380 (1932); *Cassidy v. Ward*, 70 Ind. App. 550, 123 N.E. 724 (1919); *Sims v. Smith*, 99 Ind. 469 (1884). Until delivery these deeds were merely inoperative scraps of paper. *16 AM. JUR., DEEDS*, § 23, at 450. Being neither void nor voidable there is no question of ratification or disaffirmance. It is immaterial how she originally signed, whether as grantor or releasor, as a married or unmarried woman. At the time of delivery her former signature was adopted by her as an unmarried woman and as a grantor for the purpose of conveyance. *Sims v. Smith*, 99 Ind. 469 (1884); *Nye v. Lowry*, 82 Ind. 316 (1882).

The date of delivery is the date at which the legal status of the grantor is to be determined. *Harwood v. Masquelette*, 95 Ind. App. 338, 181 N.E. 380 (1932); and a deed signed when under a disability is good if delivered after the disability is removed, the date of delivery being the date of the transaction. Tested by these rules it is apparent that the sale of a part of the land between the time the deeds were written and the time of their delivery by the wife did not destroy the efficacy of the deeds, and the fact that the deeds at delivery included more real estate than then owned by the grantor did not destroy the operative effect of the deeds as to the lands owned by the grantor. *16 AM. JUR., DEEDS*, §329, at 623.


**TORTS**

**ATTRACTIVE NUISANCE DOCTRINE**

Plaintiff's intestate was killed while climbing an unguarded high tension electrical tower located 1000 feet from a traveled road. Children were accustomed to playing in that vicinity, and the jury found that the child had been actually attracted to the tower. *Held*, for plaintiff. Electrical tower was an attractive nuisance. *Gillespie v. Sanitary Dist. of Chicago*, 43 N.E. (2d) 141 (Ill. 1942).

The court in the instant case applied the rule of *United Zink Co., v. Britt*, 258 U.S. 268 (1922), which held that for recovery the instrumentality must *in fact* attract the victim on to the premises.

Some authorities have criticised this rule, contending that if for any reason the occupier of the land knew that children were likely to trespass and become exposed to a dangerous and attractive device, then the duty to protect the children arises. Recovery should be allowed even though the children were not *in fact* attracted on to the