

A mother executed a will devising vacant land to her son. The mother showed the will to her son.

Thereafter, the son purported to convey the land to a friend by a warranty deed that contained no exceptions. The friend paid value for the land and promptly recorded the deed without having first conducted any title search. The friend never took possession of the land.

The mother later died, and the will devising the land to her son was duly admitted to probate.

Thereafter, the friend conducted a title search for the land and asked the son for a new deed. The son refused, because the value of the land had doubled, but he offered to refund the purchase price to the friend.

The friend has sued to quiet title to the land.

Is the friend likely to prevail?

- A. No, because the son had no interest in the land at the time of conveyance.
- B. No, because the son offered to refund the purchase price.
- C. Yes, because of the doctrine of estoppel by deed.
- D. Yes, because the deed was recorded.

Explanation:

The doctrine of **estoppel by deed** (ie, after-acquired title) applies when a grantor **conveys property** to a grantee **by warranty deed**—not quitclaim deed—**before** the grantor has **acquired title** to that property. And once the grantor receives title, this doctrine will cause it to **automatically transfer** to the grantee. The grantee can then accept that transfer or reject it (and sue for damages).

Here, the son conveyed the land to a friend by a warranty deed *before* the son acquired title under his mother's will. But since the son received title when his mother later died, that title automatically transferred to the friend **(Choice A)**. And since the friend accepted that transfer by suing to quiet title to the land, the friend will likely prevail because of the doctrine of estoppel by deed.

(Choice B) Although the son offered to refund the purchase price, the friend was not required to accept it. Instead, the friend chose to accept title to the land by suing to quiet title—not to recover damages.

(Choice D) Although the friend **recorded** the deed, this would only protect the friend from *subsequent* ownership claims. And since the son acquired title to the land *before* it automatically transferred to the friend, the recording would not protect against the son's earlier ownership claim.

Educational objective:

The doctrine of estoppel by deed applies when a grantor conveys property by warranty deed before acquiring title to that property. And once the grantor receives title, it will automatically transfer to the earlier grantee who can then accept or reject the transfer.

References

23 Am. Jur. 2d Deeds § 278 (2018) (estoppel by deed).

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Estoppel by deed
(automatic transfer)

