

A son managed an apartment building that his elderly father owned. Ten months ago, the son asked the father to sign some tax documents related to the apartment building and slipped in among the documents a deed that conveyed the building to the son. The father did not read the documents before signing them because he trusted his son. After the father signed the deed, the son promptly recorded it.

Five months ago, the son sold the building to an investor, who promptly recorded her deed. The investor was unaware of the circumstances surrounding the conveyance of the building from the father to the son.

Two months ago, the father died survived by his wife and his son. The father's duly probated will, executed five years earlier, devised the apartment building to his wife.

Is the wife entitled to ownership of the apartment building?

- A. No, because the father's actual signature is on the deed to the son.
- B. No, because the investor was a bona fide purchaser without knowledge of the son's dishonesty in obtaining the deed from his father.
- C. Yes, because the father executed the will before he signed the deed to the son.
- D. Yes, because the son tricked his father into signing the deed to him and that deed is therefore void.

Incorrect

Correct answer D

Collecting Statistics

01 min, 03 secsTime Spent

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## Explanation:

### Void v. Voidable deed

- Void** Transfer of deed is invalid & *cannot* be enforced by bona fide purchaser if:
- grantor's signature is forged
  - deed is forged (ie, falsely made or materially altered with intent to defraud) *or*
  - grantor is deceived about nature of executed document
- Voidable** Transfer of deed is valid until set aside & *may* be enforced by bona fide purchaser if:
- procured by fraudulent inducement *or*
  - party lacks capacity to execute deed (eg, infancy, lack of capacity)

A deed is a legal instrument that transfers an interest in real property from the grantor to the grantee. But if a **deed is forged**, then it is **void**. A deed is forged when, for example, the **grantor's signature** was **procured by tricking** the grantor into believing that he/she was **signing something other than the deed** (as seen here). A void deed is **invalid at its inception** and conveys no title to the grantee **even if** it is subsequently **relied upon by a bona fide purchaser**.

As a result, the deed signed by the father is void and conveyed no rights to the son or, by extension, to the investor as a bona fide purchaser (**Choices A & B**). This means that the father still owned the apartment building when he died, so the building was devised to his wife upon his death. Therefore, the wife is entitled to ownership of the building.

**(Choice C)** The fact that the will was executed before the father signed the deed is irrelevant. Property will only be devised under a will if the decedent owned the property at the time of his/her death. So here, had the deed to the son been valid, the wife would *not* have received the apartment building. But since the deed was void, the building was devised to the wife.

### Educational objective:

A deed is void if it was forged—eg, the grantor's signature was procured by tricking the grantor into believing that he/she was signing something other than the deed. As a result, a forged deed conveys no title even if later relied upon by a bona fide purchaser.

### References

23 Am. Jur. 2d Deeds § 169 (2022) (explaining that a deed is forged when the grantor's signature is procured by fraud).

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