

An uncle owned a valuable tract of land. The uncle executed a document in the form of a warranty deed of land, which was regular in all respects except that the only language designating the grantees in each of the granting and habendum clauses was: "The leaders of all the Protestant churches in County A." The instrument was acknowledged as required by statute and promptly and properly recorded. The uncle told his lawyer, but no one else, that he had made the conveyance as he did because he abhorred sectarianism in the Protestant movement and because he thought that the leaders would devote the asset to lessening sectarianism.

The uncle died suddenly and unexpectedly a week later, leaving a will that bequeathed and devised his entire estate to his niece. After probate of the will became final and the administration on the uncle's estate was closed, the niece instituted an appropriate action to quiet title to the land and properly served as defendant each Protestant church situated in the county.

The only evidence introduced consisted of the chain of title under which the uncle held, the probated will, the recorded deed, the fact that no person knew about the deed except the uncle and his lawyer, and the conversation the uncle had with his lawyer described above.

In the action to quiet title, who will prevail and why?

- A. The defendants, because a deed is prima facie valid until rebutted.
- B. The defendants, because recording established prima facie delivery until rebutted.
- C. The niece, because the state of the evidence would not support a finding of delivery of the deed.
- D. The niece, because there is inadequate identification of grantees in the deed.

## Explanation:

### Deed requirements

Requirements	Valid	Invalid
<b>Written &amp; signed by grantor</b>	Any written instrument signed by grantor	Oral (except permissible gift) Signed only by grantee
<b>Identifies grantor &amp; grantee</b>	Separate grantor & grantee (except concurrent estates) Identifiable by name or description	Ambiguous/unidentifiable grantee(s) Nonexistent grantee
<b>Identifies land</b>	Identifiable by reasonable certainty—eg: Government survey Metes & bounds Street, lot, house number	Ambiguous description (but extrinsic evidence admissible) Undefined part of larger parcel
<b>Includes words of transfer</b>	"Convey" "Transfer" "Grant" "Sell"	"Lease" "Rent" "License"

A **deed** is a legal instrument that transfers ownership of real property from the grantor (old owner) to the grantee (new owner). To be **valid**, a deed must:

be in writing and signed by the grantor

**unambiguously identify the grantor and grantee**

unambiguously describe the land *and*

include words of transfer.

When a deed transfers ownership to a group of grantees, the identities of the group members must be **ascertainable with reasonable certainty**—eg, "the *present* members of the United States Congress." **Extrinsic evidence** can be admitted to **clarify ambiguities**. But if the extrinsic evidence is also unclear, a court will not speculate as to the grantor's intent and the deed will be deemed void (ie, of no legal effect).

Here, the uncle attempted to deed his land to "the leaders of all the Protestant churches in County A." But that description was ambiguous because there is no way to identify the specific individuals belonging to that group. And though the uncle's conversation with his lawyer (extrinsic evidence) was introduced, it did not resolve this ambiguity. Therefore, the inadequate identification of the grantees rendered the uncle's deed void. And since the deed did not convey title to the defendants, the niece will prevail in her action to quiet title.

**(Choice A)** A deed is not prima facie valid if it does not meet the above requirements. And since the deed here cannot satisfy all these requirements (due to the ambiguous description of the grantees), it is invalid.

**(Choices B & C)** A deed is *valid* if it meets the above requirements, and the transfer of the described land is *effective* when the deed is delivered and accepted. While recording is prima facie evidence that the deed was delivered to the grantee, it does not establish the deed's validity.

**Educational objective:**

A valid deed (1) is in writing and signed by the grantor, (2) unambiguously identifies the grantor and grantee, (3) unambiguously describes the land, and (4) includes words of transfer. The identity of the parties and the land must be ascertainable with reasonable certainty, but extrinsic evidence can be used to resolve ambiguities.

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