

At his death, a father devised a life estate in land to his daughter and the remainder to his son. The daughter later purported to convey a fee simple absolute interest in the land by warranty deed to a purchaser in exchange for valuable consideration. The purchaser properly recorded the deed. The son then transferred his remainder interest in the land to the daughter by quitclaim deed.

The daughter died, leaving her husband as her sole beneficiary and executor. The husband has consulted an attorney to determine the ownership of the land.

What advice should the attorney give the husband?

- A. The husband owns the land, because the warranty deed conveyed the land as a life estate pur autre vie to the purchaser.
- B. The purchaser owns a fee simple absolute interest in the land, because the son transferred his remainder interest to the daughter.
- C. The purchaser owns a life estate in the land, and the husband owns the remainder.
- D. The son owns the land, because the remainder was not alienable.

Incorrect

Correct answer B

Collecting Statistics

02 mins, 38 secsTime Spent

2023Version

### Explanation:

The doctrine of **estoppel by deed** (ie, after-acquired title) applies when a **grantor conveys** property to a grantee **by warranty deed before acquiring title** to that property. Once the **grantor receives title**, this doctrine will cause the after-acquired title to **automatically transfer** to the earlier grantee.

Here, the daughter conveyed a fee simple absolute (FSA) interest—ie, an absolute ownership interest that lasts for a potentially infinite duration and has no accompanying future interest—by warranty deed to a purchaser. However, at the time of this conveyance, the daughter merely had a life estate—ie, a present possessory estate that is limited in duration by a life and followed by a future interest (here, the son's remainder).

But when the son later transferred his remainder interest to the daughter by quitclaim deed, she acquired an FSA. At that time, her after-acquired title automatically passed to the purchaser. Therefore, the attorney should advise the daughter's husband that the purchaser owns an FSA in the land.

**(Choice A)** The warranty deed conveyed an FSA, not a **life estate pur autre vie**—ie, a life estate measured by the life of someone other than the grantee. But had such a life estate been conveyed, the husband still would have no claim because the daughter's life estate (and the purchaser's life estate pur autre vie) would have terminated upon the daughter's death.

**(Choice C)** The son conveyed his remainder to the daughter, which automatically transferred to the purchaser (not the husband) due to the doctrine of estoppel by deed. Therefore, the purchaser owns an FSA (not a life estate) in the land.

**(Choice D)** A remainder is a future interest held by a grantee that is capable of becoming a present possessory interest upon the expiration of a prior estate (eg, a life estate) created in the same conveyance as the remainder. Remainders are alienable during life and devisable or descendible upon death.

### Educational objective:

The doctrine of estoppel by deed applies when a grantor conveys property by warranty deed before acquiring title to that property. Once the grantor receives title, it will automatically transfer to the earlier grantee.

### References

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

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### Chain of title

