

Class 6: Deeds & Warranties of Title II & Delivery of Deeds

Present Covenants

Future Covenants

Brown v. Lober

Sued under breach of covenant

quiet enjoyment (future)

Should have brought under cov of
seizin (present)- SOL

Constructive Eviction

Mere fact that paramount title exists
does not result in violation of cov of
quiet enjoyment

-No interference

Rimberger v. Anzelotti

Warranty Against Encumbrances

@ time of purchase, violation of
zoning ord -- title unmarketable

after purchase, violation of land-use
statute - warranty against

encumbrance not violated
Environ violation was "latent"

Present covenants can be only
violate at time of conveyance.

Future covenant- apply to stuff in
future

Rockafellor
Doffing sold to Rockafellor
(mortgage)
Gray foreclosed
Connelly bought it from sale
(grantor)
Conelly - general warranty - Dixon
\$4k (grantee)
Dixon - special warranty - H&G -
\$7k (remote grantee)
Rockafellor got foreclosure set
aside
H&G sued Connely - cov of seizin

Trial Court-
Found in favor of H&G - \$4k

Appeal

-OR (giving)

-EE (receiving)

Majority- chose of action not
assigned to remote grantee

Minority rule- remote grantee has
chose of action against grantor

Delivery

Delivered with intent that presently
operative

Sweeney

2 Deeds, Both Execute

1. Maurice to John (recorded)

2. John to Maurice (not recorded)-
burned- at issue in case

Wife tries to claim it.

Trial Court-

No delivery.

No intent- bc of the condition
Judgment for John

Rebuttable presumption.
No agent- condition not binding on
grantee

Inter Vivos - During Life
Testamentary - Statute of Wills

Rosengrant²

Banker it in envelope
Harold **OR** Jay

intent was not present
Harold could have come to get it
OR
Jay could have got it anytime
Key- Power to revoke the will