



CHAPTER 1 – REAL PROPERTY LAW

AAPL STUDY GUIDE

Introduction

The AAPL Study Guide provides a list of questions at the end of the Real Property Law chapter with the instruction that the answers are contained within the text. Because this material truly represents the **“bread and butter” of land work**, a solid working understanding of these concepts is essential.

To assist you in your preparation, I have taken the liberty of locating the answers directly in the text and compiling them here in a question-and-answer format. My goal is not to replace your reading, but to help you confirm your understanding, clarify difficult concepts, and study more efficiently as you work through the material.

You should still review the text carefully but use this guide as a companion tool — a way to check yourself, reinforce key legal principles, and focus your attention on the concepts most important to land practice.

First, try to take it on your own. Then, compare your answers with the answer key that follows.

Here’s to your success!

Alyce Hoge, J.D., CPLTA, CDOA
Instructor & Founder, Land Training
www.landtraining.net

STUDY GUIDE QUESTIONS

1. True or False: Warranty clauses in conveyances invoke the doctrine of after-acquired title.
2. Name three kinds of notice that can destroy your innocence as a purchaser.
3. What special words are used to change a general warranty into a special warranty?
4. What is the important legal concept behind the problem with a “dresser drawer deed”?
5. What are the problems associated with leasing descendants under an unprobated will?
6. What are the essential elements of a deed?
7. Why is a residue clause important and what happens to the interests not so listed?
8. What is the main problem with a tax sale deed?
9. If A and B own as joint tenants and B conveys to C, what is the status of the joint tenancy?
10. What is the difference between joint tenancy and tenancy by the entireties?
11. What is a deed without warranty?
12. When is a quit-claim deed used?
13. How do you protect your lease acquisition when acquiring from a life tenant?
14. What is the venue of an acknowledgment?
15. What is the purpose of an acknowledgement?
16. What is the difference between the types of notice/recording statutes?
17. What is the basis of the legal system of Louisiana?
18. What is a Servitude of Passage?
19. What is prescription as it applies to Louisiana minerals and royalties?
20. Is an unacknowledged lease valid?
21. What are the differences in the two primary types of property?
22. What is a deed?
23. What is a stray deed?
24. What is required to obtain title to land through adverse possession?
25. What is Dower and Curtesy?
26. What is the Open Mine Doctrine?

STUDY GUIDE ANSWER KEY

1. True or False: Warranty clauses in conveyances invoke the doctrine of after-acquired title. (p. 11)

True — A warranty clause in a deed guarantees ownership of the property. If the grantor later acquires an interest not originally owned but included in the warranty deed, that interest automatically passes to the grantee under the doctrine of after-acquired title.

Example: A conveys to B “all of my interest in Section 1” in a warranty deed. A did not own the NE/4 at the time but later acquired it. The NE/4 automatically passes to B.

2. Name three kinds of notice that can destroy your innocence as a purchaser. (p. 25)

- **Actual Notice** — The purchaser actually knew about the lease (saw it or was told about it).
- **Constructive Notice** — The lease was recorded in the courthouse; the law deems you to know about it.
- **Inquiry Notice** — Circumstances suggest a lease may exist, creating a duty to investigate further.

Examples:

- *Actual:* Lessor tells you he already leased the property.
- *Constructive:* Lease recorded in county records.
- *Inquiry:* You see a lease draft or other evidence suggesting a lease exists.

3. What special words are used to change a general warranty into a special warranty? (p.10)

“By, through and under” or “grant and convey with special warranty.”

4. What is the important legal concept behind the problem with a “dresser drawer deed”? (p. 12)

An undelivered deed is invalid. When the grantor dies, their ability to transfer property also dies, so the deed has no legal effect.

5. What are the problems associated with leasing descendants under an unprobated will? (p. 14)

Without probate there is no court determination of heirs, so attorneys rely on an Affidavit of Heirship, which may omit unknown heirs. A later-appearing heir can sue for wrongful payment of royalties.

6. What are the essential elements of a deed? (p. 10)

A written instrument that is **signed, sealed, and delivered** conveying an interest in real property that contains the following elements:

1. Be in writing
2. Contains words of grant
3. Competent grantor
4. Identified grantee
5. Provide for consideration
6. Contain an adequate description
7. Be signed by the grantor
8. Delivered to the grantee

7. Why is a residue clause important and what happens to the interests not so listed? (p. 14)

Technically, the correct term is **residuary clause**, not “residue clause.” A residuary clause is the provision in a will that disposes of all property the testator owns that is not specifically devised elsewhere in the will — often using language such as “*all the rest, residue, and remainder of my estate...*”

It is important because any property not specifically listed will pass to the named residuary beneficiary. If a will does not contain a residuary clause, the remaining property passes outside the will under the laws of **descent and distribution (intestacy)**.

A residuary clause passes any property not specifically listed in a will to the named residuary beneficiary. If a will lacks a residue clause, property not specifically devised in the will pass outside the will by Descent & Distribution (state intestacy laws).

8. What is the main problem with a tax sale deed? (p. 15)

Legal procedures are often not properly followed, creating a cloud on title.

9. If A and B own as joint tenants and B conveys to C, what is the status of the joint tenancy? (p. 19)

The conveyance severs the joint tenancy. The right of survivorship is destroyed, and A and C now hold the property as **tenants in common**.

10. What is the difference between joint tenancy and tenancy by the entirety? (p. 19)

Both have survivorship rights, but tenancy by the entirety exists only between married spouses and treats them as one legal unit.

11. What is a deed without warranty? (p. 11)

A quit-claim deed is a deed that conveys a grantor's complete interest or claim in certain real property but that neither warrants nor professes that the title.

12. When is a quit-claim deed used? (p. 12)

A quit-claim deed is useful for clearing title in some circumstances.

13. How do you protect your lease acquisition when acquiring from a life tenant? (p. 21)

Have both the life tenant and remaindermen sign the lease and stipulate how payments will be divided.

14. What is the venue of an acknowledgment? (p. 24)

The place where the person signing the document resides.

15. What is the purpose of an acknowledgement? (p. 23)

To verify the identity of the signer, typically by notary recognition or identification.

16. What is the difference between the types of notice/recording statutes? (p. 25)

- Race – First to record prevails
- Notice – Last innocent purchaser prevails
- Race/Notice – First innocent purchaser to record prevails

17. What is the basis of the legal system of Louisiana? (p. 29)

Civil law system.

18. What is a Servitude of Passage? (p. 29)

A Louisiana term for a right-of-way or easement (subject to 10-year prescription if unused).

19. What is prescription as it applies to Louisiana minerals and royalties? (p. 29)

Mineral rights revert to the surface owner if not developed (actual production) within 10 years after severance.

20. Is an unacknowledged lease valid? (p. 23)

Yes, but it may not be recordable.

21. What are the differences in the two primary types of property? (p. 9)

- **Real property:** Land and things attached to it (including buildings and oil and gas under the ground)
- **Personal property:** Portable or intangible property (including watches, appliances, cars, jewelry, produced oil and gas)

22. What is a deed? (p. 9)

A written instrument, signed, sealed, and delivered, conveying an interest in real property.

23. What is a stray deed? (p. 12)

A recorded instrument appearing in title records where the grantor has no known interest.

24. What is required to obtain title to land through adverse possession? (p. 17)

Actual, hostile, notorious, continuous, exclusive possession under claim of title for the statutory period.

25. What is Dower and Curtesy? (p. 20)

- **Dower** – Surviving Spouse – Traditionally wife. Dower is a common-law right that gives a wife, upon her husband's death, a life estate in a portion of the real property he owned in fee during the marriage. Because of this interest, the wife traditionally had to join in any conveyance of the property or her dower interest would remain outstanding. Although abolished in most states, some states that retain it have expanded the share to a life estate in all of the husband's land (e.g., Arkansas, Kentucky, Michigan, Ohio, and West Virginia).

- **Curtesy** – Surviving Spouse – Traditionally husband. is the corresponding common-law right of a husband. Upon his wife’s death, he receives a life estate in her real property acquired during the marriage, historically only if a child. Still recognized in Arkansas and West Virginia.

26. What is the Open Mine Doctrine? (p. 22)

If production existed (or a lease existed) before a life estate was created, the life tenant may continue production and keep the proceeds without committing waste.

Additional study guide resources may be found here:

<https://landtraining.net/tutorials/aapl-study-guide-problems/>