This is a three hour, closed book examination. You will receive no credit for generalized expositions of property law. To receive credit for an answer, you must explain the relevant legal principle(s) or rule(s), but you should tailor your discussion to the specific facts and issues presented in the questions. It is not necessary that you answer the questions in the order in which they appear in the examination. In all hypotheticals O is the grantor, and his estate prior to the conveyance was a fee simple absolute.

**PART ONE--THE LAW OF ESTATES (50 percent)**

1. O conveys to A for life, then to B, but if B gets married, then to C. What interests are created by this conveyance?

2. O conveys to A and his heirs. A then conveys to B and her heirs as long as the property is used as a farm. What is the effect of these conveyances?

3. O conveys to A for life, then one day later to C and his heirs. What interests are created by this conveyance? Does the Rule Against Perpetuities apply to C’s interest? If not, why not. If so, is C’s interest valid under the rule?

4. O conveys to A for life, then to the heirs of A’s body. A has no issue at the time of the conveyance. What is the interest of the heirs of A’s body?

5. O conveys to A for life, then to B and his heirs as long as B does not get married, then to O’s heirs. What interests are created by this conveyance?

6. O conveys Blackacre to A and his heirs. A dies leaving S as his only heir but devising all his interest in Blackacre to B. What is S’s interest in Blackacre?

7. O conveys to B and her heirs, but if A divorces, then, upon the divorce, to C. What interests are created by this conveyance?

8. O has one child, A, but no grandchildren living. O conveys Blackacre to his grandchildren. What is the unborn grandchildren’s interest? Does the Rule Against Perpetuities apply to the unborn grandchildren’s interest? If not, why not. If so, is the interest valid under the rule?

9. O conveys to A for life, then to B if B gets married, and if B does not have a son by the time of A’s death, then to C. B has never been married nor had children. What is B’s interest? What is C’s interest?
10.  \( O \) conveys to \( A \) for life, then to \( B \) and her heirs if \( B \) attends \( A \)'s funeral.  What is \( B \)'s interest?

11.  \( O \) conveys to \( A \) for ten years.  What is \( A \)'s estate?

12.  \( O \) conveys to \( A \) and her heirs, but if \( A \) does not enter law school, then the property shall revert to \( O \).  What is \( A \)'s estate?

13.  \( O \) conveys to \( A \) for life, then to her surviving children, then to \( B \).  What is \( B \)'s interest?

14.  \( O \) conveys to \( A \) for life, then to \( B \), but if \( B \) gets married, then to \( C \) for life, and following \( C \)'s life estate, to \( D \).  What is \( D \)'s interest?

15.  \( O \) conveys to \( A \) for life, then to the heirs of \( O \), with the express desire to leave nothing in the property in himself despite the Doctrine of Worthier Title.  What is the interest of \( O \)'s heirs?

16.  The day before \( B \)'s thirtieth birthday, \( O \) conveys to \( A \)'s children who reach the age of 30.  \( A \) is impotent and on his deathbed.  \( B \) is \( A \)'s only child.  The next day, \( B \) reaches 30.  Then \( A \) dies.  What is \( B \)'s interest?

**PART TWO–SHORT ANSWERS (29 percent)**

1.  What is the English rule on the tenant's legal right of possession?  What is the American rule?  In your opinion, which rule is better?  Why?

2.  What is constructive possession?

3.  What is color of title?

4.  What is claim of right?

5.  Should the principles of adverse possession apply to chattels?  Why or why not?

6.  What is the concept of tacking?

7.  What is the rule of capture?

8.  List the methods referred to in your coursebook as “first possession” and succinctly describe the rule of law applicable to each method.

9.  What is law of destructibility of contingent remainders?  Why was this rule created?

10.  What is the Rule in Shelley’s Case?  Why was this rule created?
PART THREE--THE ONLY REAL HYPOTHETICAL (21 percent)

Fred is the owner of a shopping center. In 1996, he leased 2,000 square feet of retail space to Barney, who opened a shoe store in the leased premises. Assume that the lease, entered into on June 30, 1996, was for a term of ten years, at an annual rental of $12,000, payable $1,000 per month on the first of each month. Their lease provides that "there shall be no sublease or assignment without landlord's consent, and such consent shall not be unreasonably withheld." Answer the following questions.

A. For this subpart only, assume that the lease, entered into on June 30, 1996, was for a term of five years, at an annual rental of $12,000, payable $1,000 per month on the first of each month. Barney did not move out on July 1, 2001. He has continued to occupy the leased premises and has continued to pay $1,000 on the first of each month. What are the rights and responsibilities of the parties under these facts?

B. In January of 2001, Barney's wife became ill and he lost interest in his store. In February Barney asked Fred to release him from the lease. Fred refused. In March, without asking Fred's permission, Barney transferred his interest in the lease and in his shoe business to Betty, who has been paying Fred $1,000 a month since April. Fred recently was offered $1,500 a month rental for the premises he leased to Barney, and he wants to know whether he has the right to recover the premises under these facts. Please advise him. Would your answer be different if Barney had asked Fred's consent to transfer the lease to Betty, and if Fred had refused. Explain.

C. Assume instead that Barney asked for and received Fred's consent to transfer the lease to Betty and that she paid Fred $1,000 for the months of April through August. In September she abandoned the premises and discontinued paying the rent to Fred. What are the parties' rights and responsibilities under these facts?

D. In September Barney began to have problems. He learned that the shopping center had numerous building code violations, and he was having problems with his sewerage and electricity. The toilet in the employee restroom kept backing up due to the sewerage problems, and he frequently was without electricity due to inadequate electrical wiring. He complained to Fred about the problems but Fred refused to fix them. In addition, Fred leased the store next to Barney's to a competitor, who has opened a competing shoe store that is drawing much of Barney's customers away. What are the parties' rights and responsibilities under these facts?