PROPERTY FINAL EXAM 2005
ANSWERS TO PART ONE

1. YES

2. Intentionally going on someone else's property without permission.

3. Intent: They intended to go on Sorrentino's roof.

Someone Else's Property: They were on the property of Sorrentino.

Without Permission: Sorrentino never gave permission; he even asked them to leave.

4. Two out of three:
   a. societal need to deliver information (State v. Shack)
   b. necessity/emergency
   c. blocked road/public way

5. NO

6. A. Open and Notorious
   B. Exclusive
   C. Hostile
   D. Actual
   E. Continuous

7. A. Open & Notorious is holding yourself out to the community as the owner; acting toward the property that an owner would.

   B. Exclusive is possessing the property to the exclusion of the owner.

   C. Hostile is occupying the property in opposition to the owner’s right of exclusive possession, i.e., trespass; lack of permission is essential.

   D. Actual is being physically on the property. In addition, with one exception (color of title) you only obtain title to the portion of the property that you actually possess

   E. Continuous is satisfying the previous four elements for the entire term of the statute of limitations (20 years in most cases).

8. A. The McNells were doing things that property owners customarily do: make improvements, upkeep, etc.

   B. The tougher one; the owners of Whiteacre did also make some use of the disputed area, but this was up to 1973 (more than 20 years ago).

   C. The only evidence of permission is sometime in the 1980s (not clear whether it was more than 20 years ago). At all other times, the McNells were trespassers.

   D. The McNeill’s improvements, maintenance and storage activities on the disputed area constituted actual use.

   E. The McNeill’s use was continuous for well over 20 years provided the permission given in the 1980s didn’t interrupt it.

9. YES

10. She meets the elements of “tacking”: there was privity of title because of the deed (formal transfer recognized by the law) from her parents.

11. NO

12. No faultly deed or will.

13. Race-Notice

14. Cally

15. Cally

16. Notice (pure notice)

17. Cally

18. Cally

19. Life estate

20. Absolutely vested remainder (I'll also accept contingent remainder upon the assumption that the student logically imputes a condition
21. Executory Interest (It doesn’t violate RAP because of the time limitation)  

22. None (It’s never coming back)  

23. Yes  

24. American Cancer Society (If student put contingent remainder for Coleman, then add Coleman as well)  

25. Donnell  

26. Coleman  

27. Coleman (there are no encumbrances)  

28. Tenancy by the Entirety  

29. Tenancy in Common  

30. Owner: Abigail  
Concurrent Estate: none (sole ownership)  
% Interest: 100%  

31. Owner: Abigail  
Concurrent Estate: none (sole ownership)  
% Interest: 100%  

32. A 50% undivided interest as tenants in common with Abigail in fee simple.  

33. Circle none of them  

34. Seisin: Winnie was in fact the owner as she covenanted.  
Convey: Winnie did in fact have the right to sell (no tenancy by the entirety)  
Encumbrances: There were none.  

35. Bennett (although estoppel by deed vested the entire title in Albacore, this likely involves a law suit to extinguish Winnie’s claim)  

36. Owner: Bennett  
Concurrent Estate: none (sole ownership)  
% Interest: 100%  

37. Because a quitclaim contains no protective covenants for Bennett’s benefit. Bennett has  

38. Oscar  

39. Oscar  

40. Bronson  

41. Danielle  
CR: $350,000  
CP: $350,000  

42. C gave D a general warranty deed, which covenanted against encumbrances regardless of who created them, and when they were created  

43. Beppo  
CR: $0  
CP: $0  

44. Beppo gave a quitclaim deed, which is an “as is” deed giving no covenants or protection.  

45. Alice  
CR: $0  
CP: $0  

46. Because the easement was created after Alice sold to Beppo, Alice did not breach any covenants.  

47.  

48. Circle none.  

49. Circle only: 37th National Bank  

50. YES