

**PROPERTY FINAL EXAM 2005
ANSWERS TO PART ONE**

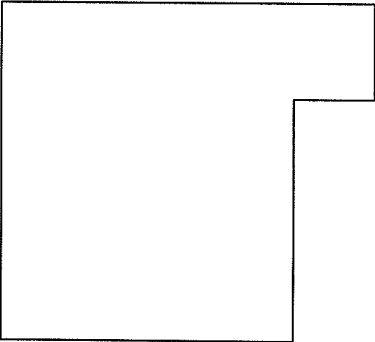
1. YES
2. Intentionally going on someone else's property without permission.
3. Intent: They intended to go on Sorrentino's roof.

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 McNeils 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 McNeills 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 faulty 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

- precedent – that Coleman must survive Billy – in order to get any interest)
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
- no cause of action against Albacore based on the deed.
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