SAMPLE ANSWERS TO PROPERTY MIDTERM 2011

QUESTION 1. In the jurisdiction of Maintana, a 21 year adverse possession period exists. The statute states: "If any person entitled to bring an action of ejectment is or shall be, at the time any such cause of action accrues, under the age of 18 years, or of unsound mind, such person may commence action or make such entry within ten years after the disability is removed."

Adverse Possessor takes adverse possession of Blackacre on January 1, 1980. Blackacre’s owner and his sons, Joe and Jim, are in a car accident on December 31, 1979. Owner dies at the scene of the accident, his will devises Blackacre to Joe for life with the remainder to Jim. After the accident, Joe remains in a coma for eight years and then dies when he is removed from life support by court order. His brother, Jim, survives but is permanently paralyzed from the waist down in the accident. When can Adverse Possessor gain title by adverse possession to Blackacre? Explain.

ANSWER: Adverse possession statutes are statutes of limitation which prevent an owner of real estate from attempting to dispossess an adverse possessor who acquired title to real estate by meeting all the elements of adverse possession for the statutory period. Moreover, the workings of the statute actually invest title in the adverse possessor once all the elements have been met. The time a cause of action of ejectment accrues against an adverse possessor is on the date he takes adverse possession of the real estate at issue. This would be on January 1, 1980. The person entitled to bring an action of ejectment on that date would be Joe as he holds a life tenancy devised by his father’s will and is entitled to immediate possession. Jim was devised a future interest vested remainder in a fee simple absolute and his estate does not become possessory until the death of the life tenant, Joe. As there cannot be an abeyance of seisin, Jim’s and Joe’s interests and estates take effect at the instant of their father’s death on December 31, 1979, no matter when the formalities of probate are met.

The statute’s language is based on the Ohio statute which provides if the “owner” entitled to “eject” the adverse possessor is, at the time the adverse possession begins, of unsound mind or under 18 years of age, it will provide ten years from the date the disability is removed to bring such an action. This doesn’t necessarily toll or suspend the running of the 21 year period, but only would extend the period beyond 21 years if the disability, which must exist on day one of the adverse possession, is removed beyond the eleventh year of adverse possession.

Since you only get as good a title as your grantor has, when the adverse possessor originally took possession he took adverse possession of Joe’s life estate only. Since Joe was in a coma, it could be argued that he was of unsound mind on January 1, 1980. If so, when Joe died eight years after the accident, that disability was removed. Since ten additional years added to the eight years of Joe’s life tenancy would be less than the 21 years required for adverse possession, the tolling provisions of the statute do not affect the 21 year required period at all. More importantly, since the adverse possessor only took adverse possession of a life estate, any title that he might take would die with the death of the life tenant, Joe, and the adverse possessor would have to start a new adverse possession period to obtain title to the remainder fee simple absolute in Jim upon Joe’s death.

Jim’s paralysis is not the type of disability which would “toll” the statute. But we must consider the effect of the other stated statutory disability, minority, on our fact pattern. Assuming Jim may have been as young as one day old at the time of the accident, he would not have achieved the age of eighteen until seventeen years and three hundred sixty-three days later (not accounting for a leap year in his 17th year). Jim was not the person entitled to bring the action of ejectment on January 1, 1980, but even if he was, adding ten years from that date, the earliest the adverse possessor could take title by adverse possession is twenty seven years and three hundred sixty five days after the accident if the tolling provisions of the statute are to have any effect. But since Jim’s right to possession only took place eight years after the accident, upon the death of his brother, the life tenant; the 21 year statutory period for adverse possession must then begin again for the adverse possessor to take Jim’s fee simple, eight years plus twenty-one years must pass from January 1, 1980, that is January 1, 2009 before Adverse Possessor can gain title of Jim’s fee simple absolute.

QUESTION 2. Fred has ownership interests in four parcels of real estate, Whiteacre, Blackacre, Blueacre and Greensacre, located in the State of Bedrock, a title theory state. Whiteacre is owned by a Tenancy by the Entirety with Wilma, Fred’s wife. Blackacre is owned in Joint Tenancy with Wilma. Blueacre is owned as tenants in common by Fred and Wilma. Greensacre is owned by Fred and Wilma as Trustees for the benefit of their children, Pebbles, Bam-Bam and Dino. Wilma runs away with Fred’s best friend, Barney, and Fred sure does miss him.

Fred dies intestate in a stone quarry accident. Shortly before his death, Fred borrowed $20,000 from his mother to hire a crackerjack divorce lawyer and gave his mother a promissory note secured by mortgages on Whiteacre and Blackacre. Who now has title to the four parcels? Explain.

ANSWER: When a person dies, his or her property may pass to others in three different ways: first, by operation of law, e.g., when property is owned concurrently with rights of survivorship; second, by contract; and third, by probate,
which is a method to pass title to the decedent’s property solely in decedent’s name which doesn’t pass the first two ways.

Whiteacre being owned in a tenancy by the entirety, Fred and Wilma would share the five units of time, title, interest, possession and marriage needed to establish such a form of concurrent ownership at common law. They would have taken their interests at the same time, their title by the same instrument, they would have interests of the same type and duration, they would both be entitled to possession of the whole and they would have shared the unity of marriage during their concurrent ownership. The only ways to destroy a tenancy by the entirety would be by the death of a co-tenant spouse, written agreement or divorce of the owners. Both the husband and wife would have to join in any conveyance of the property during tenancy by the entirety. There is a right of survivorship enjoyed by tenants by the entirety. That is, upon the death of a spouse, that spouse’s interest disappears by operation of law and the surviving spouse would own the property solely, free and clear of any interests of the decedent spouse. This would be important relative to Fred’s mortgaging his interest in both Whiteacre and Blackacre prior to his death. Fred did so in order to fund a divorce proceeding against Wilma. It is not mentioned in the fact pattern that the divorce was finalized, and if so, the tenancy by the entirety and therefore the right of survivorship would be destroyed and the parties would own Whiteacre as tenants in common. Since a divorce would have most probably determined both Fred and Wilma’s rights in all marital property, we may assume the divorce was not finalized prior to Fred’s death. Since Wilma did not join in on the mortgage deed to Fred’s mother, the mortgage is ineffective against Whiteacre and Wilma would own it free and clear of any mortgage to the mother after Fred’s death by her right of survivorship.

Blackacre was owned in joint tenancy by Fred and Wilma. At common law, the four units of time, title, interest and possession are required to establish this form of concurrent ownership and the parties enjoy a right of survivorship in a joint tenancy. Nonetheless, if any of the four units are destroyed, so is the joint tenancy with right of survivorship. Since any joint tenant can convey his or her interest independently of the other, when Fred mortgaged his interest in Blackacre, he destroyed the joint tenancy, and by default Fred and Wilma became Tenants in Common to Blackacre. It should be noted that this would be the result in a state that recognizes the title theory of mortgages, as those states adhere to the theory that a mortgage conveys legal title to the mortgagee, therefore a conveyance by mortgage destroys the units of title and interest. In states which prescribe to the lien theory of mortgages, there is precedent that such a conveyance is ineffective to destroy the joint tenant’s right of survivorship. If the joint tenancy was destroyed by the mortgage, then Blackacre would have been held in a tenancy in common at Fred’s death and his undivided interest would have passed into his probate estate subject to the mortgage to his mother. If not, then Wilma would have rights of survivorship and she would take Blackacre free and clear of the mortgage because Fred’s interests in Blackacre and any claims against same would have disappeared at this death. Therefore in a title theory state, Wilma would own her undivided ¼ interest free and clear, and Fred’s undivided ¼ interest would pass to his probate estate subject to his mortgage to his mother. In a lien theory state, Wilma would own Blackacre free and clear of any mortgage to the mother after Fred’s death.

Blueacre was owned as tenants in common. Such a tenancy is the common law default type of ownership (absent any clear showing of an intent to establish another type of concurrent ownership) and there is no right of survivorship. When a tenant in common dies, title to his or her interest in such property passes through his probate estate to his heirs. Since Blueacre was not subject to the mortgage to begin with, its title is not affected by the mortgage and Wilma would own her undivided ½ interest outright and Fred’s ½ interest would pass through his probate estate. Nonetheless, Fred’s outstanding promissory note to his mother could be a basis of a claim by his mother as a general creditor against the assets of the estate which would include Blueacre (and perhaps Blackacre too). It should be noted that we are not informed if any of the real properties in question were the homestead of Fred and Wilma. If so, such a property may be subject to statutory homestead exemptions against claims of creditors in the State of Bedrock and therefore outside the reach of creditors of Fred’s probate estate in whole or in part.

Greenacre was owned by Fred and Wilma as Trustees for the benefit of their children, Pebbles, Bam-Bam and Dino. The default type of concurrent ownership for both trustees and mortgagees is not a tenancy in common, but is rather a joint tenancy unless otherwise clearly indicated in the trust documents, which would seem unlikely. This would mean that there is a right of survivorship in the surviving trustee upon the death of a co-trustee and Wilma would become the sole trustee for Pebbles, Bam-Bam and Dino by operation of law upon Fred’s death. As the theory of trusts is that a trustee holds legal title for the benefit of the beneficiaries of the trust, upon Fred’s death, the status of title to Greenacre is Wilma holds legal title by survivorship rights to Greenacre, while Pebbles, Bam-Bam and Dino hold equitable title as tenants in common. Because the title to this property passes outside Fred’s probate estate and also because Fred had no beneficial interest in Greenacre as a trustee, Fred’s mother would have no claim against this property as a creditor of Fred’s estate.
Willy owns a "mom and pop" convenience store in Littleton, Massachusetts, that he inherited with his sister, Nelly, from his parents. The store is a congregating place for many local characters. A large part of the business involves the sale of lottery tickets. Unfortunately, a drug conviction in Nelly's youth forced her to assign her interest in the business to her brother, or the business would have forfeited its lottery sales license. Nonetheless, she continued her ownership with her brother of the building in which the store was located, and Willy's business paid rent on a monthly basis for the store. Nelly lived alone, rent free, in the small apartment on the second floor of the store building. One of Willy's major problems was finding "good" help who would keep an eye on the business without stealing him blind. After suffering increasing employee theft losses, Willy finally performed extensive renovations to the building, including putting in an elaborate videotape system which records everything that happens in the store. His most trustworthy clerks were Lloyd and Harry, who were kind hearted sorts, but who Willy often referred to as "Dumb" and "Dumber".

Among the characters who would frequent the store was a man called "Radio", a "simpleton" who walked the streets with a shopping cart listening to music, going through trash, collecting empty bottles and cans and other items of questionable value for the deposit money. Radio had a "thing" for Nelly and was invited by her to come up and see her sometimes when she was feeling especially lonely. Willy, who thought Radio wasn't good enough for his sister, and that it wasn't good for the business to have Radio hanging around going through the trash, had forbidden him to hang around the building. Nonetheless, Lloyd and Harry would sometimes let Radio do so when Willy wasn't around.

Reno Nevada was heavily into buying lottery scratch tickets. He would sometimes spend $100.00 or more on them and sit by the store's coffee machine scratching away, only to eventually toss a pile of losing tickets into the trash. Willy had instructed his employee's to go through the store's trash at the end of the day, collect all discarded tickets and scan them into the lottery machine for possible winners before taking out the trash at night. Surprisingly, it was not unusual to find a number of winning tickets in the trash. Willy would split the value of these tickets with the employees who found them.

In order to increase lottery sales, the State Lottery Commission announced a special promotion called "Treasure Hunt", wherein one $1,000,000 and ten $500,000 instant scratch ticket prizes were advertised. Each agency was to be given only 100 tickets for sale at $10.00 per ticket. Reno was first in line on the day these tickets went on sale and handed over $1,000.00 for all 100 of them in the store. As Reno scratched away by the coffee machine, he thought he may have hit a $50,000 winning ticket. In his excitement, he knocked some tickets onto the floor. When he checked the rules, he realized the ticket was not a winner and went back to scratching. When he scratched what he thought was his last ticket without a winner, he flew into a rage and threw the pile of tickets in the air. He ran out of the store screaming that the lottery had ruined his life and he never wanted to see a lottery ticket again.

Lloyd cleaned up the mess of tickets and placed them in a garbage bag in the back hall that led to Nelly's upstairs apartment. Radio showed up and asked Harry if he could check the trash for empty deposit bottles. Harry said okay as long as Willy didn't show up. As Radio was checking the trash, Willy came back to the store and Radio ran into the back hall to hide. There he saw the trash bag containing the lottery tickets and as he went through it, he saw one which hadn't been scratched. He scratched it, and it was a $500,000 winning ticket. He ran upstairs to Nelly's and showed her the ticket. He then said to her that he would give her the ticket if she would let him move in with her so that they could get "hitched". She said "yes", took the ticket, and signed her name to it on the back. Radio ran to collect his things, a happy man.

Reno, who lived alone and whose only living relative was an estranged sister, Sally Wag, committed suicide that evening. But before he did so, he mailed a check for $10,135.36, all the money he had left in his bank account, to Gamblers Anonymous. Radio moved in with Nelly that day. Willy found out what happened, watched the store videotape, and is beside himself. He is demanding the winning ticket that hasn't been cashed yet; that Radio stay away from the building; that Nelly start paying her fair share for the building taxes and expenses; that she and Radio move out; and has stopped paying rent for the store space. Nelly has had second thoughts about marrying Radio and Radio says he will leave only when he gets the ticket back. The State Lottery Commission's regulations provide that a lottery ticket is a bearer instrument and it must pay the person whose signature appears on the ticket. **Discuss the rights, obligations and liabilities of the parties.**
Who owns the locus in quo? The facts indicate that Nelly and Willy inherited the convenience store and the building that contained both this business and Nelly's apartment. Due to lottery licensing issues, it was necessary for Nelly to assign her interest in the business to Willy. The consideration paid or received, if any, for this transfer is unclear. Nonetheless, the siblings continued to share concurrent ownership in the building itself. It is not clear as to what form of the three types of concurrent ownership in this real property is shared by these siblings, whether as tenants in common, joint tenants or tenants by the entirety. Property passes three possible ways upon a person's death: by operation of law, by contract, or by probate. The facts indicate that this Massachusetts real estate was "inherited". Therefore, it appears most likely that Willy and Nelly took their interests through the probate process. We should examine the probate estates of the parents, whether intestate (without a will wherein property passes through laws of descent and distribution) or testate, (through the provisions of a will) to ascertain the quality and form of title taken. If the property passed intestate, there would be no instrument designating the form of concurrent ownership taken by these children and therefore the default form of concurrent ownership, tenancy in common, would exist between them. If a will transferred ownership, this instrument could indicate the intent of the decedent to devise the real estate concurrently in a joint tenancy with rights of survivorship, wherein the four unities of time, title, interest and possession required at common law to create a joint tenancy could exist. Because Willy and Nelly are not married to each other, they cannot take as tenants by the entirety. There is nothing in the facts to indicate that the estate passed less than fee simple title to the children. In any event, whether the children are tenants in common or joint tenants, they both apparently took equal undivided interests in the whole and both were entitled to present possession and enjoyment of the realty. As to the business, it is also not clear if the business itself is a separate entity (e.g., a corporation, LLC, form of trust, etc.) which could enter into a lease of the store space. Even if not, Willy as the sole proprietor of the business, could enter into an agreement (tenancy at will, term of years, or periodic tenancy) with Nelly and himself, as owners of the building, to pay rent for the business space under certain terms and conditions. They apparently have, as rent is being paid by the business. Therefore, by agreement, the "business" (Willy) could be entitled to sole present possession of the store space and the fee simple of Nelly would be subject to this nonfreehold estate. This agreement could affect the obligations for maintenance and upkeep, payment of taxes and the like on the leased property which ordinarily would be equally shared by the owners. Net rental income should be shared equally between Willy and Nelly absent agreement otherwise. As to Nelly's occupancy of the apartment, she, as a tenant in common, is entitled to occupy same, as is her brother, without obligation to pay rent. Nonetheless, especially in view of the assignment of Nelly's interest in the business, there may be an agreement between the parties as to her exclusive use of the apartment, e.g., in consideration of the business transfer. If any such agreement is consensual and permissive, no adverse possession issues would exist between these concurrent owners. As to improvements made in the store, absent any agreement otherwise, Willy would not be entitled to contribution from Nelly for same, but could be entitled to the net increase in value of the property as a result of the improvements upon sale or partition of the realty. If the improvements were not agreed to by both owners, they could constitute ameliorating waste to the property.

The issues involving the winning lottery ticket are complex. Reno purchased all 100 tickets involved in this offering. Therefore, despite the events that followed, there apparently are circumstances which could show that he was the purchaser of the winning ticket (indicia of ownership). There may also be video tape of the events of that day which would be helpful in resolving the matter.

The law of finds has four major categories. A finder is a person who rightfully acquires possession of the property of another that has been lost, misplaced, abandoned or hidden so as to be classified as Treasure Trove. Lost property consists of personal property which has been parted with casually, involuntarily or unconsciously. Misplaced or mislaid property refers to personal property which has been intentionally placed somewhere and then unintentionally left or forgotten. Abandoned property consists of property that is no longer in the possession of the prior possessor who has intentionally, released or discarded all interest in the property. Treasure trove consists of coin, precious metals or money, having an element of antiquity, concealed in a private place with the owner presently unknown. A finder of lost property acquires title to the property as against all but the true owner. The rights of the true owner, of course, are superior to the rights of the finder. Since the concept of title is relative, for this purpose a true owner could include a prior possessor. The prevailing rule is that if a person finds personal property on the land of another, the finder is entitled to the personal property unless the finder is a trespasser. The finder is in a relationship with the true owner similar to that of a bailor-bailee. Therefore a finder can be guilty of conversion if the finder appropriates the property to his own use or if he is reasonably able to discover the identity of the true owner and fails to do so. The finder of mislaid property is not entitled to retain the possession of the property as against the owner of the locus in quo on which the property is found. The finder of abandoned property generally is entitled not only to possession but also to ownership as against all others, even the original owner.

Categorizing the ticket in one of the four categories is essential to our analysis. It appears that the winning ticket may have unknowingly been dropped to the floor by Reno. If so, the property may be considered lost and the finder entitled to ownership as against all but the true owner which is Reno. If the ticket is considered abandoned as a result of the statements
and actions of Reno shown on video, then the finder has ownership of the ticket. This is a factual issue and may have to be determined by a fact finder at trial. The fact that Reno committed suicide is not determinative of the issue as his rights in the ticket would pass to his estate.

We must next determine who the rightful finder is. The ticket was found in a garbage bag in the back hall of the building by Radio. Radio’s status in the store may be that of a trespasser as he has been specifically barred from the store by Willy. The master servant relationship which exists between Willy and his employees, Harry and Lloyd, and their authority to allow entry, may affect whether or not Radio was trespassing at the time of his discovery. Also, since he was often invited into the building by Nelly, his status as a trespasser in the back hallway is not clear, as the same may not be an exclusive part of the store leasehold. The right to possession of the back hall common area may be jointly in Willy and Nelly as tenants in common of the locus in quo. The trash bag itself was the property of the business and itself may be the locus in quo. It appears that the bag and its contents were not abandoned by the business as the employees intended to check the same later for tickets. This may also be a factual issue to be determined by the fact finder. Therefore depending on whether the ticket is found to be abandoned or lost and whether Radio is deemed to be a trespasser or not may be determinative of the rights of the parties as finders, whether it be Radio, or Willy as owner of the store and building, or also Nelly as co-owner of the building or Willy as owner of the bag.

When Radio approaches Nelly and proposes to give her the ticket, the issue of whether an inter vivos gift is made. A gift is a voluntary transfer of property by one person to another without consideration or compensation. The elements necessary to complete the gift are donative intent, delivery and acceptance. Inter vivos gifts are non-testamentary in nature and at common law are irrevocable once made. Nonetheless, the law does recognize exceptions for conditional gifts made in contemplation of marriage in situations such as engagement rings and other gifts given in contemplation of marriage. The Statute of Frauds, states that no action shall be brought “Upon an agreement made upon consideration of marriage... Unless the promise, contract or agreement upon which such action is brought, or some memorandum or note thereof, is in writing and signed by the party to be charged”. It further states: “The consideration of such promise, contract or agreement need not be set forth or expressed in the writing signed by the party to be charged therewith, but may be proved by any legal evidence”. Here it appears that the nature of the transfer was not without consideration running to Radio as he conditioned the transfer upon him being allowed to move in with and marry Nelly and she agreed when she accepted the ticket. Also, the fact that Nelly endorsed the ticket might satisfy the statute’s requirements of a writing “signed by the party to be charged”. Even though Lottery regulations provide that they are to pay the endorser of the ticket, the Courts ultimately can determine the rights of parties to the proceeds thereof and the rules of the Commission are not ultimately determinative as to who gets the money.

Further, the rights of the parties may be dictated by the fact that Massachusetts has a lost property statute which provides for a statutory procedure for giving public notice and reporting the find to authorities prior to cutting off rights of the true owner. If lost property worth more than three dollars is found, this evidently triggers the provisions of the statute into effect. Those have not been complied with here.

Just because Reno is deceased does not mean that his estate forfeits any rights he may have had during his lifetime. He may have a will which passes his estate to named parties therein. If not, he does have an estranged sister who would appear to take his estate under the laws of descent and distribution.

Besides Sally Wag’s right to assert Reno’s interest in the ticket, there is also the issue of the check mailed to Gamblers Anonymous on the day of his suicide. Gifts made by will or which are to take effect only after the death of a donor are gifts which are testamentary in nature. As such, these gifts, with few exceptions, must satisfy the requirements of a writing which conforms to the statute of wills in that particular jurisdiction. A gift causa mortis is a gift which has all the elements of a gift inter vivos but which is also made with the donor facing an illness or peril which places the donor in expectation of death, then imminent. Such gifts must be completed during the donor’s lifetime and are effective only upon delivery and acceptance of the gift. The chief distinction between such gifts and inter vivos gifts is that the donor retains the right to revoke the gift at any time prior to the death of the donor. If the donee predeceases the donor, the gift is revoked. If the Donor does not survive the illness or peril then the gift becomes absolute.

Causa mortis gifts involving checks and suicide present unique issues. In the present case, we have a check sent to Gamblers Anonymous on the day of Reno’s suicide. Some courts have failed to recognize contemplated suicide as a life threatening peril which could generate a causa mortis gift for public policy reasons. Further, many jurisdictions do not consider the receipt of the check itself as complete delivery and acceptance of the gift, finding that those elements are met only when the check is cashed. Their rational is based on a check being only a possibility of payment until cashed, as opposed to an irrevocable assignment of the funds. Since, like inter vivos gifts, all elements of a causa mortis gifts must be met during the lifetime of the donor, the check not being cashed until after the donor’s death causes the gift to fail and the funds to remain in the donor’s estate. Since the donor has the right to stop payment on the check until cashed, these courts also reason that such a retention of dominion and control over the funds makes the gift incomplete until cashed. This last rationale for denying completion of such a gift by check does not make sense when you consider that, in all causa mortis gifts; a donor retains control over the gift by the right to revoke it up until the time of his or her death.
Bill Baggins was a hermit. He lived at the edge of Shiretown in what was known as GollumWood. This was a twenty acre wooded parcel of land which long had a reputation of being haunted. On the parcel was a cave like structure built into the side of a hill, This was where Bill lived. He had signs posted around the woods announcing "No visitors".

In his younger days, Bill was rumored to have been an adventurer. There were stories that in his travels, he had accumulated many valuables, medieval weapons, armor, jewelry and an unusual ring. The ring it was rumored, could be traced back to the notorious Lord Saurman. It was whispered that these valuables were the reason Bill so closely guarded his privacy.

GollumWood had previously been occupied by another strange character Bruce Gollum. Bruce was the only surviving Gollum. The last in a long line of Gollum family who had called GollumWood their home. When Baggins was much younger, Bruce Gollum disappeared from the Shiretown area shortly after the death of his mother. When Baggins later returned from his own "adventures", he thought GollumWood would be the perfect place to live a quiet and secluded life. So he moved into the cave like structure.

Bill's only living relative was his nephew, Frodo Baggins. Frodo and an old traveling friend, Gandolph, were the only people with which Bill would have contact. Gandolph recently visited Bill, only to see leaving in quite a hurry. Bill immediately summoned Frodo. He informed Frodo that he had received very perilous news from Gandolph and he must leave Shiretown immediately, probably never to return. He stated that Frodo could have his home and what was in it. He also stated that many of the valuables that he possessed, had actually been found at various locations in the cave. He said that Frodo should continue to keep an eye out for valuables. He then handed Frodo an envelope which contained a ring. He told Frodo, "Guard it with your life" and "Gandolph will know what to do with it." Bill then left in the dark of the night. When Frodo closely examined the ring by the firelight, he noted an inscription which stated, "Property of Lord Saurman".

Frodo remained at GollumWood. One evening; the entrance door slammed open and there, standing in the doorway, was Bruce Gollum "Get out of my home". Gollum shouted to Frodo. Gollum then spotted the ring on the place mantle. "My ring! My precious ring! Give it to me."
The police were then called to the scene to keep the peace. Both Frodo and Gollum have now retained attorneys.

Discuss the rights and liabilities of the parties.
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Who owns GollumWood? The facts indicate that the Gollums may have had record title to GollumWood as the property seems to have been passed down for a number of generations of Gollums. It appears that Bruce is the last surviving Gollum and he likely inherited the same upon the death of his mother by a will, laws of descent and distribution or otherwise took sole title by a remainder interest or concurrent estate. A search of the records of the registry of deeds and registry of probate would indicate who has record title to the premises. Assuming that Bruce is found to have such title, it appears that if Bill Baggins and Frodo, who claim under him, have rights to GollumWood, then they must claim them through adverse possession. Bill Baggins took possession of GollumWood an undetermined time ago. He did not take possession under a deed or other document that would give him “color of title.” Assuming that color of title is not a requirement of the adverse possession statute in this jurisdiction, then the Baggins must still satisfy the other elements required to obtain title by adverse possession. These elements are:

- Open - which is often linked with the element of notorious possession. His possession must be “visible” and not surreptitious. He must “fly his flag” over the premises. It appears that Bill was somewhat of a hermit and perhaps did not often leave his cave. He wasn’t seen by many other residents of the area and perhaps was somewhat secretive in his whereabouts. Nonetheless, he posted the area with signs indicating he wished no visitors and it appeared to be a matter of general knowledge among local citizens that he was present on the premises and claimed this GollumWood as his own.

- Continuous - it is apparent that once Bill settled into GollumWood in his later years he remained there until leaving on his perilous journey; whereupon, he then attempted to transfer GollumWood to Frodo his nephew who remained on the premises thereafter. It appears there is no break in the continuity of possession by the Baggins once they took possession.

- Exclusive - the signs and the facts indicate that other individuals were kept away from GollumWood by Bill’s behavior in a manner that reflects the possessor’s dominion and control over the land; and it appears from the facts that no one substantially attempted to interfere with same during this period until Bruce arrived.

- Entire - this is a 20 acre parcel of wooded land which contains a cave like structure used for a residence. The facts are not clear as to what extent Bill actively “possessed” the whole twenty acres, although he did post signs “around the woods.” Since he did not have a deed giving him color of title and constructive possession of the whole, we would have to consider the nature of the land and the use which he made of it to determine the extent of his adverse possession over the total area.

“Actual” possession is also necessary under the circumstances and therefore, it is quite possible that he may have acquired title by adverse possession of the cave and surrounding area but not the whole twenty acres.

- Adverse and hostile - via a via the owner of the premises and any of those claiming under him. It is apparent that Bill took possession of GollumWood, without the true owner’s permission and his use of the premises from the inception appears to indicate contempt of any rights that Gollum may have had to it.

If the required statutory period necessary to obtain title by adverse possession has been satisfied during Bill’s stay on the premises, Gollum is now barred by the statute from bringing an action of ejectment against Bill and those claiming under him. If Bill left the premises prior to the expiration of this period, Frodo may be able to add his own time of possession under the theory of tolling to meet the time requirements, since he and Bill are in privity to each other with respect to the land.

Many adverse possession statutes provide extensions of time to the statutory period if the title owner is incompetent, insane, a minor, imprisoned or suffers from other like types of incapacity. The condition must usually exist at the time adverse possession commences and any extension period would begin to toll upon the removal of the disability or condition. If Bruce can show that he was under such a disability at the commencement of Bill’s possession and which continued thereafter so that he is entitled to such an extension of the statutory period, he may be able to defeat the Baggins’ claim of Adverse possession.

Prior to Bill leaving he stated to Frodo that he could have his home and what was in it. Do his actions constitute valid gifts of the reality, its contents, and, in particular, the ring? A gift is a voluntary transfer of property without consideration. Assuming that a person has the legal capacity to make a gift, the necessary elements of a gift are donnative intent, delivery and acceptance. Intent can be inferred by the actions of the donor, delivery and acceptance are usually indicated by the parties exercise or release of dominion and control over the object constituting the gift.

There are two major classifications of gifts made during one’s lifetime: inter vivos and cause mortis. Gifts made by will or which are to take effect only after the death of a donor are gifts which are testamentary in nature. As such, these gifts, with few exceptions, must satisfy the requirements of a writing which conforms to the statute of wills in that particular jurisdiction. If a non-testamentary gift does not meet all the legal elements necessary prior to the death of the donor, the gift object itself would fall back into the probate estate of the donor and pass to his heirs and not the donee of the gift. In gifts inter vivos, the donor must usually give up, by delivery, total dominion and control over the gift. Delivery can be actual, constructive or symbolic.

A gift cause mortis is a gift which has all the elements of a gift inter vivos but which is also made with the donor facing an illness or peril which places the donor in expectation of death, then imminent. Such gifts are made during the donor’s lifetime and are effective upon delivery and acceptance of the gift, but the chief distinction between such gifts and inter vivos gifts is that the donor retains the right to revoke the gift at any time prior to the death of the donor. If the donee predeceases the donor, the gift is revoked. If the Donor does not survive the illness or peril then the gift becomes absolute.

In the present case, we have Bill receiving “perilous news” and Bill leaving on a journey “probably never to return". These
The gift of the land—Bill attempted to give CollumWood, including the cave, to Frodo. Since this is real estate, a voluntary transfer of some must comply with the Statute of Frauds, that is, a writing signed by the party to be charged (Bill) must exist. Delivery in a constructive and symbolic sense must be satisfied by a transfer of a deed of gift. This did not occur here and therefore it appears that Bill, if he is still alive, retains whatever title he had in CollumWood. If he is dead and Frodo is his only heir apparent, Frodo may have inherited Bill’s title through a will by the laws of descent and distribution and a formal probate of Bill’s estate would cause a record of such inheritance indicating Frodo’s title to CollumWood (and everything else in it). Nonetheless, Frodo’s occupancy of CollumWood is permissive through Bill, if Bill is the owner, and in such a case, Frodo would have priority over any claims of Bruce to the land under the theory of relativity of title.

The contents of the house—Bill stated that Frodo could have what was in his house, its contents. The personality therein is not subject to the Statute of Frauds and therefore an oral gift of these items is permitted. Actual delivery of each and every item therein may be a problem to Frodo since he was not physically handed each item in the premises at the gifting. Nonetheless, Frodo was properly in possession of the cave at the time the statement of gift was made. Bill by leaving, ceased to exercise any dominion and control over the personality. These are factual indications of delivery since it was impractical to hand each item to Frodo. There is also the issue of items which may yet be found on the premises. How can they be delivered if not yet found? Under the theory of unconscious possession, Frodo could be said to have been transferred such items also particularly since Bill advised him to “keep an eye out for valuable”. Bill’s intent to transfer same is implied in that statement.

The ring—There is an indicia of ownership in Lord Saurman inscribed on the ring. At common law, a duty exists to return found items to the true owner especially those with an indicia of ownership. Liability for conversion exists in the vert a finder does not do so. We are not told if Saurman is an historical figure or still alive. Therefore, a duty may exist to attempt to locate him and ascertain if he or his heirs if found continue to claim ownership. We should ascertain if lost property or finders statutes exist in this jurisdiction as they can impose legal duties on all parties in connection with these goods.

The fact that the ring was handed to Frodo in an envelope with instructions to “Guard it with your life” and “Gandolph would know what to do with it” raises issues as to whether a gift of this item to Frodo was intended. With respect to the ring, his role might be seen as a trustee, bailee, or agent of the donor in a gift transaction. The words may merely be precatory or suggestive in nature indicating that Frodo is intended to have title to the ring subject to the non-binding suggestion of disposition. The words do not seem to grant a gift to Gandolph, but only seem to be suggestive as to an ultimate disposition of the same. Nonetheless, the ultimate disposition may not give complete ownership to Frodo or Gandolph. A bailee which is the contractual granting of mere possession of goods may have been made here. A trust could have been imposed whereby Frodo had legal title to the ring subject to a beneficial interest in Frodo or a third party. All three relationships are contractual in nature and would have to be subject to a more in-depth examination of the facts. Development of these facts are necessary to reach a conclusion. That the gifts may be cause mortis and revocable may be important to these issues. It is the intent of the donor of the gift and not the person who may be entrusted with same which is controlling. There are cases which address the issue of an inter vivos gift being made under circumstances where the enjoyment of the gift by the donee is postponed to a point in the future beyond the donor’s lifetime. A present gift of a future interest beyond the lifetime of the donor is also allowed in many jurisdictions. Certainly, trust provisions which are established for minor children which postpone the transfer of funds to the beneficiaries until they achieve the age of majority have been commonly allowed for decades. Present gifts of future remainder interests subject to life estates of the donor have been even allowed in cases when evidenced by writings. Of course, the intent of the donor as evidenced by his conduct and the writings will have to be carefully examined to establish exactly the vehicle which will be favored to justify the transaction as an inter vivos gift and not as being testamentary in nature.

That the items found at CollumWood by Frodo may be subject to rights of their “true owners” depends on the nature of the circumstances surrounding the found object.

The law of finds categorizes four major types of properties: lost, mislaid, abandoned and treasure trove.

That Collum left CollumWood and all its contents for an extended period is evidence of his abandonment of same. If property is abandoned then it belongs to the finder. This would be a more persuasive argument to the personality therein, than to the real estate itself in view of the statute of frauds. Nonetheless, Collum is now claiming rights to the property. If property is lost, disposition from the owner was not intentional. If property is mislaid, disposition was intentional, but the owner forgot where he placed it or to regain possession of it. The law seems to give priority of rights over the finder to the owner of the place where the mislaid property was found. A treasure trove is an item of antiquity usually jewelry, precious metal or monetary in nature wherein the object was intentionally placed in a secretive manner by the owner with an intent to return to it. If it appears that the true owner is probably deceased, the American rule gives title to the finder.

In this case it appears that those items which were found in CollumWood may most probably be treasure trove as the apparently were intentionally hidden in the premises for safekeeping. Depending on by whom, when and where, the items were placed and found, may be conclusive on many of these issues. Ultimately, who has ownership of the reality, may also be conclusive on the issues of who has better rights to the personality between the parties.

As to Collum and Frodo now claiming rights to CollumWood, whoever prevails in the ownership of the land and items may be conclusive on possible trespass and conversion actions which now may exist between them.
QUESTION I

Discuss the interests and estates of the parties in the following fact patterns. Assume the original Grantor has a present interest fee simple absolute ownership in the premises prior to the conveyance.

A) Dexter conveys to Gervase for one month, then to Pat and her children. Pat has one child, Chris, at the time of the conveyance.

B) Rudy conveys to Nomar, Pedro and Manny, then one day after Jimy’s death, to Carl.

C) Groucho conveys to Harpo until Chico marries Oprah.

D) Rudy conveys to Susan for life, then to Gretchen if Richard gets married, but if Richard does not marry, then to Jenna.

E) Larry conveys to himself for life, then to the heirs of Larry.

F) Sara conveys to Connie for life, but if Mary passes the bar exam, Sara may reenter and reclaim the premises.

G) Timi devises to Tony for life, then to the heirs of John.

H) Joe conveys to Barbara until he changes his mind.
Atty. Anthony A. Tony was a representative of Phil Anthropist who was known to regularly give preselected individuals the sum of $1,000,000.00 just to see how they would react. Phil was in failing health and decided that before he died he would put his house in order. He called Atty. Tony to his sickbed and told him that he was prepared for the worst.

"I therefore instruct you to do the following. I want you to give my summer home that I had recently listed for sale with Sellew Realty to my nephew George. I have in my safe at the office $2,000,000.00 in cash and I want you to give it to the person who earns the highest grade point average at Mass Law School at the end of the Spring 2001 semester."

Phil then gave the key to the safe to Tony and two letters signed by him. One was to the Dean of the Law School telling him that Phil had long admired the school. The second was to George stating that he was giving him his summer home on the condition that Phil could use it during the first two weeks of August for as long as Phil lived, which wouldn't be long, he thought.

Phil then said to Anthony, "You have been a good friend and counselor, I want you to have my priceless gold and diamond Samurai pen which I know you have long admired". Anthony picked up the pen from the bureau, handed it to Phil, smiled and said "First you have to sign your new will and the deed of the summer residence to George. I will prepare these for you and be back in two hours." Tony then put the letters and the key in his pocket and left for his office.

When Tony returned, Phil had taken a turn for the worse and had lapsed into a coma. The next day, Anthony delivered the letters to George and the Dean. Two days later, Phil died never having regained consciousness.

In his last will which he had executed one year prior to his death, Phil had given his whole estate to his now estranged daughter, Marsha. In the new will which he had been working on with Tony he wished to give his estate in full to his nephew George.

Marsha upon hearing of the death of her father, immediately probated the old will which was in her possession. She then telephoned her friend at Faster Realty to place the summer residence on the market. Her friend informed her that she knew a person who was interested in buying it. Within 24 hours Faster had received a written offer to purchase the property from John Jones at a price of $500,000.00. In the interim, George, who had always wanted to own the summer residence, called Marsha and offered to match the offer of John Jones. Marsha agreed and delivered a deed to the property to George in exchange for a check in the amount of $500,000.00.

When George brought the deed to his lawyer for recording, George also showed her the letter from Phil, and the attorney told George to immediately stop payment on the check to Marsha.

The next day, when Marsha found out about the stop payment on the check, she executed a deed to John Jones who paid her the full purchase price in cash.

The following day, George's lawyer recorded the deed from Marsha to George, and one hour later, John Jones' attorney recorded Marsha's deed to Jones.
Discuss the rights and liabilities of the parties.

QUESTION 3

The Hatfields and McCoys were two rival families who owned large tracts of hilly woodland adjacent to each other. Both families derived their title from deeds by John Cleves Symmes who had been authorized by the government to convey land rights to settlers in this area during the Great Depression.

Mr. Symmes deeded 400 acres to Jebediah Hatfield and also deeded an adjacent 400 acres to Lucas McCoy both in 1935.

The area of dispute involves a 100 acre tract of land which apparently had been divided by a stream. The McCoys have accused the Hatfields of artificially changing the course of the stream so as to add to their acreage. The description in the deeds to both the Hatfields and McCoys describe their common boundary by the stream in question with the Hatfields owning the property to the East of the stream and the McCoys owning the property to the West.

The descriptions in the original deeds indicate equal acreage by area, but a recent survey of both properties now indicates that the Hatfield have approximately 500 acres and the McCoys only 300 acres when using the stream as presently located as the common boundary.

The diversion of the stream allegedly occurred when prospectors diverted the stream through various small dams and other canal type structures when panning for gold in the 1940's.

The Hatfields and McCoys have been feuding over this disputed area ever since Lucas McCoy jilted Joshua Hatfield's sister, Ophelia, at the altar, while she was with child fathered by him in 1960. In 1980, Joshua and Lucas were both killed in a gunfight between them at the stream.

Joshua Hatfield's only heirs were his sons, Jeb and Jed, who were devised the property as joint tenants. Lucas McCoy died intestate survived by his son, Luke, and his illegitimate son by Ophelia, Lenny, who has been institutionalized since age five as a "mentally deficient".

After the death of his father, Jeb Hatfield began using the 100 acre woodland parcel to hunt and fish. Then one day, he was shooting at some food, when up through the ground came a bubbling crude. Oil, that is.

When this oil was discovered, Jeb began building oil derricks on the easterly side of the stream and began pumping out large quantities of oil. His brother, Jed, had previously moved to Beverly Hills to start a career in films and has not been heard from since he left five years ago.

Luke, who lives near the stream, has been disturbed by the constant pounding of the oil pumping machines. Luke also believes that Jeb McCoy has been stealing his oil and his gold in the stream.

Discuss the rights and liabilities of the parties.
QUESTION I

Discuss the interests and estates of the parties in the following fact patterns. Assume the original Grantor has a present interest fee simple absolute ownership in the premises prior to the conveyance.

A) Kevin conveys to Shawn for life, but if Karen graduates from Law School, Kevin may reenter and reclaim the premises as of his former estate.

B) Deborah conveys to Valerie and her children.

C) Scotty conveys to Richard for 25 years, then to Charles and John.

D) Cheryl conveys to Tim for life, then to Nicholas for one day, then to the heirs of Tim.

E) Anthony conveys to Sheri, then one day after Donald's death, to Anne.

F) Stephen conveys to David for life, then to Marie if James gets married, but if James does not marry, then to Paul.

G) Pierre conveys to Thon until Felipe marries Yoko.

H) Carmen conveys to himself for life, then to the heirs of Carmen.
In 1975, John Hammet, an eccentric industrialist, established a large land preserve near Snakewater, Maintana. He dedicated the land to such activities as archeological diggings, wildlife study and genetic research. In order to secure the wildlife and grounds from his competitors, paparazzi, and poachers, he enclosed the preserve with an electrified fence.

Hammet leased a portion of the preserve to Dr. Alan Grant, a paleontologist, and Dr. N. D. Jones, an archeologist, as a dig site. One day at the site, the doctors discovered an underground cavern which Dr. Jones believed to be a burial site of past great Kalimari civilizations.

As they continued to dig, they found a cache of gold and jewels, but most interesting to Dr. Grant was an object that appeared to be two large eggs encapsulated in fossilized amber (tree sap). Dr. Grant was amazed at how well preserved these specimens were, and immediately took them to Hammet's genetic research lab. There he secretly met with Newman, a technician at the lab. Working in secret, they performed numerous DNA tests made popular by the O.J. Simpson trial and were soon amazed to find that they had managed to produce two velociraptor dinosaur hatchlings.

Newman, an extremely secretive and unpopular fellow, convinced Dr. Grant to allow him to care for these animals at his old farmhouse near the preserve. He also convinced the doctor to keep his discovery secret until Grant could present his findings to the world at a meeting of the scientific community in New York City in the fall. Grant named the dinosaurs Dino and Dinah and allowed Newman to take the "raptors" home. Newman watched proudly as Dino and Dinah grew quickly. Little did he suspect that raptors mature at four months of age. One day, as he entered the barn where the raptors were kept, Newman discovered that they had cunningly escaped. He immediately contacted Dr. Grant and began to search for them.

Fred and Barney were moose hunting near the preserve when they stumbled upon strange animal tracks. They followed the tracks to a clearing, and in a clump of grass discovered a large egg. Dinah, who had been dining on one of Farmer Brown's cows nearby, saw Fred and Barney disturbing her nest and began to charge at them. Fred and Barney fired a volley at Dinah, killing her instantly. Fred and Barney ran away as quickly as they could. Farmer Brown who heard the commotion, found the egg and the dead velociraptor which he hauled into his barn with his tractor.

Dino has not been found to date, although there have been many reports of cattle being butchered in the surrounding area in recent weeks. Farmer Brown has sold the egg, the carcass, and his story to the National Inquirer for $5,000.00. Descendants of the Kalamari tribe are laying claim to the preserve and everything found at the dig site as a result of a old deed to their ancestors from John Cleves Symmes, the original grantee of the United States of all the land in this section of Maintana, which deed predates a deed in Hammet's chain of title to the exact same parcel.

Discuss the rights and liabilities of the parties.
QUESTION I

Louise had been living in a furnished Manhattan apartment with Raoul. After learning that Raoul had been seeing his former flame, Louise packed all of Raoul's belongings and forcibly threw Raoul out of the apartment.

Louise thought it would be wise to find a roommate to help with expenses. After interviewing numerous prospects, she chose a young woman named Thelma. Thelma agreed to pay half the rent of $2,000.00 on the first of the month as well as to pay half of the utilities as they became due.

From the first night that Thelma moved in, she noticed almost constant Tito Fuentes music emanating through an old heating vent in her bedroom from the adjacent apartment which was occupied by Tommy Tune. Tommy is disabled and suffers from a progressive condition involving hearing, sight and speech difficulties. His Uncle Ernie, who had raised Tommy and owned the building, had passed away two months earlier. Shortly before his uncle's death, Tommy had deeded the building to himself and Tommy as joint tenants.

Uncle Ernie had leased the apartment one year earlier to Raoul for a three-year period. The written lease provided that tenants shall not assign or sublet the premises without consent of the landlord. Thelma complained to Louise about the noise. Unfortunately, she could not get Tommy to answer either the door or the phone. After two weeks of trying, Louise sent Tommy a registered letter about the noise.

On their first meeting, Thelma was impressed by Louise's neat appearance and soon had her hair styled and dyed like Louise's. Steadily, their relationship became increasingly strained, and Thelma refused to pay her share of the rent until the noise was stopped.

Pressured, Louise contacted Raoul who immediately begged for his roommates' return. Louise suggested that they meet the next evening at their favorite spot to patch things up.

That evening, while Louise was out working very late, Thelma, to Louise's surprise, was discovered to have fallen into a deep sleep. Raoul couldn't wait to make up for lost time, and using his keys, entered the apartment. Thinking that Louise was asleep, Raoul quietly undressed in the dark and made advances to her. Thelma awoke, and fearing for her life, struggled with him. In the struggle, a loose bannister and Raoul fell. Raoul was killed and Thelma was left with a fractured arm and collarbone.

Thelma refuses to leave the apartment or pay any money to Louise. Louise broke down and was hospitalized upon hearing of Raoul's death. She has been advised by her doctors that her mental health would be at risk if she were to return to the apartment.

Since Louise has not paid rent to Tommy since Thelma stopped paying, the lease that was in effect is now null and void. All utilities to the apartment have been shut off for non-payment. Discuss the rights and liabilities of the parties.
QUESTION II

Discuss the interests and estates of the parties in the following fact patterns. Assume the original Grantor has fee simple absolute ownership prior to the conveyance.

A) Priscilla conveys to Vicky for life, then to Barbara and her heirs, but if Barbara dies without issue, then to Michelle and her heirs.

B) Rob conveys to Eric for life, then if Ray has a daughter, to Ray and his heirs, but if Ray does not have a daughter, to Scott and his heirs.

C) Steve conveys to Chris and his heirs until one month after Chris' death, then to Izzy and his heirs.

D) Mike conveys to Gilbert for life, then to Harry for one year, then to the heirs of Gilbert.

E) Gary conveys to Larry and his heirs until the Boston Red Sox win the World Series, then to the heirs of Gary.

F) Pat conveys to Kristen for life, then to Ryan and his heirs on the condition that if premises is not kept up, Pat shall have the right to reenter the property as of her former estate.

G) Lisa conveys to Lou for life, Lou then conveys all his right, title and interest to Marc.

H) Carmen conveys to Debbie and Anne, as joint tenants, for two thousand years, then to Tony and his heirs.
QUESTION III

Dr. Hannibal Lecture was a psychiatrist with a prosperous practice. He had been married three times and had a child by each marriage, Faye, Chianti and Lamb Chop. After the sudden death of his third wife, he decided that his lifestyle needed a change and that he would retire to a small South American country, do some exploring, and live off the fat of the land. He therefore began to organize his affairs.

He placed most of his money into a bank account under the joint names of himself and Faye. It was his intent to draw from this account during his lifetime in the event that he ever needed additional cash. Most all of his furnishings and personal belongings he stored in a sealed off unit of YOUR SELF-STORAGE, paying ten years storage charges in advance. He received two keys for the unit, kept one key for himself and gave the other to his trusted lawyer, Ivan Hafrekt, with instructions to deliver same to Chianti if he did not receive other instructions within one year.

As to his penthouse condominium, he had his attorney prepare a deed of same to Lamb Chop, with similar instructions to give the deed to her in the event that he was not heard from within one year. Dr. Lecture executed the deed and left for the jungles of the Amazon.

After a few months, federal agent Clarice Starling contacted Faye as to the whereabouts of Dr. Lecture relative to an investigation concerning the disappearance of a census taker. It was then that Faye learned of the joint bank account. In the interim, a noted criminal by the name of Buffalo Bill had broken into YOUR SELF-STORAGE and taken numerous articles from Lecture's unit. Among the articles taken was a set of Dr. Lecture's paintings, he being an excellent amateur artist. Little did Bill know that behind one of these paintings was Michaelangelo's Duomo Scene From The Belvedere which had been hidden there by the Doctor for safekeeping.

Shortly thereafter, Hafrekt received a telephone call from the Doctor and advised Lecture that Agent Starling had been asking about him. The doctor informed Hafrekt that he was about to embark on a two week safari-like adventure into unexplored territory inhabited by man eating natives. If Hafrekt did not hear from Lecture within thirty days he was to assume the worst and deliver the key and the deed to Chianti and Lamb Chop respectively.

In the meantime, Buffalo Bill had fenced some of the stolen articles, including the paintings, to Miggs, an art dealer of some disrepute. Miggs thinking the same worthless, donated them to Charitable Hospital for sale at their annual auction, hoping to obtain a substantial tax deduction. At the auction, the paintings were purchased by a Dr. Chilton for Five Hundred Dollars.

Thirty days went by and no word was received from Hannibal Lecture. Hafrekt called all Lecture's children to his office and informed them that he expected the worst had happened. He delivered the deed and keys as instructed.

Discuss the rights and liabilities of the parties.