PROPERTY (evening) December 14, 1981 MASTER COPY

HUMBACH
PROPERTY
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VERSION A

PACE UNIVERSITY SCHOOL OF LAW

EXAMINATION IN PROPERTY (evening)
PROFESSOR HUMBACH

DECEMBER 14, 1981
PAGES TO THIS EXAM: 18

IN TAKING THIS EXAMINATION, YOU ARE REQUIRED TO COMPLY WITH THE SCHOOL OF LAW RULES AND PROCEDURES FOR FINAL EXAMINATIONS. YOU ARE REMINDED TO PLACE YOUR EXAMINATION NUMBER ON THE ANSWER SHEET AND SIGN OUT WITH THE PROCTOR SUBMITTING TO HIM OR HER YOUR ANSWER SHEET AND THE QUESTIONS AT THE CONCLUSION OF THE EXAMINATION.

YOU WILL HAVE 4 HOURS TO COMPLETE THE ENTIRE EXAMINATION

GENERAL INSTRUCTIONS:

This examination consists of 60 multiple choice questions. The multiple choice questions are to be answered on the answer sheet provided. Write your examination number on the answer sheet in the space provided. Write it NOW.

Answer each multiple choice question selecting the best answer. Indicate your choice on the answer sheet by blacking through the appropriate letter with the special pencil provided. Select only one answer per question; if more than one answer is indicated, the question will be marked wrong.

If you want to change an answer, you must fully erase your original answer and blacken through the one which you consider correct.

When you complete the examination, turn in the answer sheet together with this question booklet.

Unless the context otherwise requires (such as where the facts are specifically stated to arise in New York), base your answers on general common law principles as generally applied in American common law jurisdictions. Do not assume that existence of any facts or agreements not set forth in the questions.

Facts for questions 1 to 12.

Conch decided to sell his house and asked Brackish, a real estate broker, to find him a purchaser. No written brokerage agreement was signed and no particular understandings were reached beyond Brackish's agreement to try to find a buyer. Shortly thereafter, Brackish produced Periwinkle, who orally offered to buy Conch's house for the asking price, to close "as soon as practicable."

1. At this point:

   A. Conch is liable for a commission on the above facts alone.

   B. Conch is liable for a commission if Periwinkle is ready, willing and able to purchase as he has offered to do.

   C. Conch would be liable for a commission only if he accepts Periwinkle's offer.

   D. Conch is legally obligated to sell to Periwinkle; indeed, the "offer" is really an acceptance of Conch's offer.

2. Subsequently, Conch and Periwinkle sign a standard form contract of sale (such as is used in this locality). At this point:

   A. Conch is almost certainly liable for a commission if the contract contains no conditions relating to Periwinkle's "ability" to purchase (e.g. financing conditions).

   B. Conch and Periwinkle can now begin serious negotiation of the details of the sale.

   C. Time is of the essence at law and equity, unless the contract provides to the contrary.

   D. All of the above.

3. The contract provides that Conch will convey title to Periwinkle but does not specify anything as to the quality of the title. This title must be:

   A. Conveyed by warranty deed, unless the contract provides for a different type of deed.

   B. Be insurable by a title insurance company without conditions (except as provided in the contract), unless provided to the contrary.

   C. Be free of reasonable doubt in law or fact, except as provided in the contract.

   D. All of the above.

4. If Conch's title turns out to be unmarketable, Periwinkle may:

   A. Reject the title and refuse to close.

   B. Rescind the closing and get his money back, irrespective of fraud.

   C. Both of the above.

   D. None of the above.

5. If Conch's property is subject to an equitable servitude restricting its use to residential purposes:

   A. When Periwinkle accepts the deed, he would be deemed to have notice of it and, as grantee, be bound by it if the restriction was contained in a recorded deed in the direct chain of title.

   B. Periwinkle could not reject the title, even if the contract did not provide for the title to be conveyed subject to it, since Periwinkle is buying for residential purposes.

   C. The title will revert to some remote grantor if the property is used for commercial purposes.

   D. There must be a common plan or scheme of development covering Conch's neighborhood.

6. If there is a common plan or scheme of development covering Conch's neighborhood, Conch (or Periwinkle, as his successor) might be able to enforce the residential-use restriction on the neighbors:

   A. As a covenant running with the land.

   B. On an extended version of third-party beneficiary theory.

   C. On an implied reciprocal equitable servitude theory.

   D. All of the above.

7. Assume the contract provides that the closing shall be "at 10:00 a.m. on December 1, 1981 at the office of seller's attorney." If the contract does not state whether "time is of the essence" at law or at equity, a tender by Periwinkle of the purchase price at the stipulated time and place:

   A. May be essential to give Periwinkle an action against Conch for damages, but failure to make tender on the law day would not necessarily prevent a suit by Periwinkle for specific performance.

   B. Would suffice to prevent Conch from ever getting specific performance later if he fails to tender a conveyance of good title in response to Periwinkle's tender

   C. May be freely dispensed of "for good cause shown."

   D. All of the above.

8. Suppose that Periwinkle discovers, three weeks before the agreed closing date, that Conch does not have title but only a contract to acquire title under an installment land contract. Conch assures Periwinkle that Marks, the present owner, will put Conch in a position to tender a good title at the closing, and produces a letter from Marks to that effect. Conch's failure to have title when he contracted to sell and now:

   A. Violates the implied warranty of marketable title (marketability).

   B. Is an anticipatory breach (only).

   C. Would justify Periwinkle in cancelling the contract.

   D. None of the above.

9. Suppose that Conch has a marketable title but that, three days before the closing and while Conch still had possession, the house sustained a $15,000 fire loss.

   A. Under the majority rule, Periwinkle must pay the full price as and when agreed.

   B. Under the New York (Uniform Act) rule, Periwinkle would be excused from performance of his obligations to purchase.

   C. Consistent with the implications of "equitable conversion", the risk of this loss should be on Periwinkle.

   D. All of the above.

10. Suppose, in the preceding question, Conch delivered the deed to Periwinkle for $15,000 less than the agreed purchase price. The delivery was "to be sure that Periwinkle gets title if anything happens to me (Conch)" but was made "on the condition that the deed should be void if Conch's insurance company does not reimburse Conch for the loss." If Conch's insurance company for some reason refuses to pay:

   A. Title to the land would re-vest in Conch under the condition.

   B. Title to the land would be retroactively deemed never to have left Conch.

   C. Periwinkle would continue to have title, unaffected by the condition.

   D. The condition would have prevented title from ever passing to Periwinkle.

11. Suppose that, unknown to Conch or Periwinkle, one of the neighbors (Blast) had previously acquired a boundary strip across the land by adverse possession. Conch, however, had (and Periwinkle got) possession of the strip at the closing date. If Periwinkle accepted and paid for Conch's deed, Periwinkle would have:

    A. No action against Conch if the deed were a quitclaim deed.

    B. An immediate action for breach of the standard covenants of seisin and power to convey, if the deed were a warranty deed.

    C. Both A and B above.

    D. No action against Conch if the neighbor's adverse title did not appear of record in the local recording office.

12. Assume that Conch was the heir of Barnacle from whom he claims title, but that before his death, Barnacle had conveyed the land to Polyp. If the deed to Polyp were not recorded until after Periwinkle recorded his deed, and Perwinkle bought without notice of Polyp's interest, then (under the majority rules):

    A. Polyp would have the (better) title under a notice statute; Periwinkle would have the (better) title under a race-notice statute.

    B. Periwinkle would have the (better) title under either a notice statute or a race-notice statute.

    C. Polyp would have the (better) title under either a notice statute or a race-notice statute.

    D. Periwinkle would have an action for damages against Polyp.

13. Title insurance:

    A. Is a waste of money if you have a "clean" title report based on a careful examination of the records by a competent attorney.

    B. Serves no purpose if the seller is willing to deliver a warranty deed.

    C. Is not a good way to get reimbursement for losses due to obscure restrictions hidden away in old recorded deeds.

    D. Both B and C above.

14. Liza Lastwell is an elderly but wealthy widow whose only kin is her niece, Ima Waitin. Unknown to Waitin, Lastwell's will leaves all her property to Pace Law School. Before going to the hospital for a serious operation (with 35% odds of non-survival), Lastwell wrote "For Ima" on each of three packets of cash and placed them under her bed. At the hospital, just before she was wheeled in to anesthesia, Lastwell told Waitin to go get the cash. Waitin's boyfriend (a lawyer) would probably suggest:

    A. That Waitin stay at the hospital. The cash is clearly hers already.

    B. That Waitin "go like the wind" to take possession of the cash.

    C. That Waitin needn't worry; the "For Ima" will in any event work as a will, superseding any previous wills.

    D. That Waitin can forget the cash unless Lastwell survives; the donor must deliver it in person.

15. Suppose that Lastwell had handed the cash to Waitin just before going to the hospital. Waitin would probably not be able to keep the cash if:

    A. Lastwell died in a car crash on the way to the hospital.

    B. Lastwell changed her mind about the gift, and told her lawyer, on the way to the hospital.

    C. Survived the operation itself, but died two days later of complications.

    D. All of the above.

16. Suppose that Lastwell had written "Held by me in trust for Ima Waitin" on the three packets of cash and put them under her bed. Pick the best answer:

    A. The delivery requirement would be dispensed with because the gift is of equitable title.

    B. There is no delivery requirement because the gift involves no transfer of legal title.

    C. Ima could prevent failure of the defective legal gift by claiming a constructive trust.

    D. The outcome would probably be no different than if the packets had merely said "For Ima."

17. The preceding question is a hard one which requires you to recognize an important but fine distinction. The purpose of this question is to give extra credit to those who see the distinction, and some credit to all those who basically understand what is at issue. The correct answer to the preceding question is:

    A. Either A or B.

    B. Either C or D.

    C. Either D or A.

    D. Either A or C.

18. Lastwell, true to her name, did not die of anything and is alive and well. Ima's boyfriend left her and she is still "Waitin." If Lastwell wishes to provide now for Waitin from and after her (Lastwell's) death, the legal devices available include:

    A. A will (testamentary gifts).

    B. Gifts causa mortis.

    C. Inter vivos gifts conditioned on Lastwell's death.

    D. All of the above.

<u>Facts for questions 19 to 22</u>.

Larkie LaRue put an ad in the paper: "Apartment for rent. 3 Rms. $400 per mo. Tel. 123-4567." Tom Tennant answered the ad, looked at the apartment, and said "I'll take it", paying one month's rent in advance. Tom moved in on June 1, as agreed. However, after 3 months (duly paying the rent monthly, in advance) Tom decided to move back to his mother's.

19. Assume that the agreed term of the lease was two years, but the lease agreement was never put into writing (as required by the local Statute of Frauds for terms to last more than one year). If Tom moves out on September 3 (after advance payment of September rent):

    A. He will be entitled to a refund on the September rent.

    B. He will still owe rent at least for October.

    C. He can give notice so that he will only owe rent to October 3 (pro rated).

    D. The lease is void, and Tom should be able to get all of his rent back.

20. Assume that the lease was in writing with a promise to pay rent, and Tom moved out on September 3 and paid no more rent. Under the traditional common law rule:

    A. Larkie would be obligated to mitigate damages by finding a new tenant.

    B. Larkie would not be obligated to find a new tenant, but he would be able to recover only the difference between the agreed rent and the fair rental value.

    C. Larkie could continue to recover the full rent, as it accrued, based on the privity of estate between himself and Tom.

    D. The privity of estate between Larkie and Tom would be destroyed by Tom's repudiation of the lease.

21. If in the preceding question, instead of abandoning, Tom had turned over possession to his friend Marcy, as assignee,

A. Larkie could still recover the accruing rent from Tom based on privity of contract.

B. Larkie could recover the accruing rent from Marcy based on privity of estate.

C. Both A and B above.

D. Neither A or B above. Tom's leaving possession terminated privity of estate, and Marcy never promised to pay rent, so there is no privity of contract between her and Larkie.

22. Assume that Tom is still in possession. Under the traditional common law rules, Tom's liability for rent would cease if:

A. Larkie has failed to provide adequate heat for 2 successive winter weeks.

B. Larkie has violated an agreement in the lease (oral or written) to provide air conditioning during the summer.

C. Larkie's all night parties in the apartment downstairs give Tom insomnia.

D. None of the above.

23. Atrow conveyed Blackacre "To Marcia and Melvin Masters and their heirs." In states which recognize the tenancy by the entirety (e.g., New York), Marcia and Melvin would presumptively have:

A. A joint tenancy if they were sister and brother.

B. A tenancy in common if they were sister and brother.

C. A tenancy by the entirety if they were husband and wife.

D. Both B and C.

24. If, in the preceding question, Marcia and Melvin were married (to each other):

A. Neither party could convey his or her interest unless the other joined in the conveyance.

B. Either of them could convey such interest as he or she had, without prejudice to the other's interest.

C. Neither party could maintain a suit for partition.

D. There are respectable lines of authority supporting each of the above statements.

25. In the preceding question, what interest would the heirs of Marcia and Melivn take under the conveyance?

    A. It depends on which interest (tenancy in common, joint tenancy or tenancy by the entirety) that Marcia and Melvin took.

    B. It depends on whether the Rule in Shelley's Case applies in the jurisdiction in question.

    C. The heirs take an heirship of a survivorship.

    D. None.

26. Assume that, under local law, Marcia and Melvin acquired title to Blackacre as tenants in common. If Marcia continuously occupied the premises alone for two years in excess of the period of limitations on ejectment, then (in a majority rule state):

    A. She would probably have sole title to Blackacre.

    B. She would probably owe Melvin rent.

    C. She would probably be liable to Melvin for mesne profits.

    D. None of the above.

27. Suppose in the preceding question Melvin came to you and asserted that he thought that he could prove that Marcia had ousted him one year after her sole occupancy had commenced. If this ouster were proved,

    A. Melvin could probably recover mesne profits from Marcia.

    B. Marcia could probably quiet sole title in herself.

    C. Marcia's act would have effected a "severance" of the tenancy in common.

    D. Both B and C above.

28. Highacre and Lowacre are adjacent parcels of non-urban land. Eleven years ago, Highacre was regraded, in connection with a construction project, so that much of its surface water drains onto Lowacre (over a broad area). Prior to the regrading, Highacre had naturally received surface water from Lowacre, not the other way around. G.I. Lowe, the owner of Lowacre, has recently been grumbling about the drainage onto his land. I.B. High, the owner of Highacre, would be assisted in defending an action brought by Lowe if:

    A. The local jurisdiction followed the "civil law rule" as to surface waters.

    B. The local jurisdiction follows the "common law rule" as to surface waters.

    C. The statute of limitations on ejectment (and the period for prescription) is ten years.

    D. Both B and C above.

29. Suppose in the preceding question that both Highacre and Lowacre were one parcel, owned by Lowe, at the time when the regrading of Highacre occurred, and that Lowe sold off Highacre 5 years ago, with no mention of any easements in the deed. Assuming that the law would not otherwise give High a right of drainage, but that the present land contours are obvious:

A. High nevertheless probably has a drainage easement by implied reservation over Lowacre.

B. High nevertheless probably has a drainage easement by implied grant over Lowacre.

C. High could only have a drainage easement by implication over Lowacre if <u>High</u> had been the grantee from Lowe in the severance 5 years ago.

D. The implication of a drainage easement in favor of High would be prevented by the Statute of Frauds and the parol evidence rule.

30. Suppose in the preceding question that severing conveyance by Lowe 5 years ago occurred when Lowe sold Highacre to Midd. The deed to Midd stated that the grant included Highacre (described by metes and bounds) "together with an easement for drainage of naturally occurring surface water from [Highacre] onto [Lowacre]." The quoted language:

A. Would result in an easement appurtenant to Highacre.

B. Would be of no benefit to High, as a subsequent purchaser of Highacre unless the deed from Midd to High mentioned the easement.

C. Would probably terminate if Lowe desired to put Lowacre to a use which would be incompatible with the drainage easement.

D. Both B and C above.

31. Suppose that, to clear things up, High purchases and Lowe sells a drainage easement over Lowacre for the benefit of Highacre, and a deed and payment are duly exchanged. Assume that this expressly created easement purchased by High was the only basis High had to have drainage onto Lowacre. If, later, High conveys one-half of Highacre to Newdripp, and both halves of the now subdivided Highacre drain (as before) onto Lowacre, then as a result of the conveyance from High to Newdripp:

A. Lowe must still accept the drainage from both halves of Highacre.

B. Lowe is obligated to accept the drainage only from the one-half of Highacre retained by High.

C. Lowe is no longer required to accept the drainage from either half of Highacre.

D. Lowe is obligated to accept the drainage only from the one-half of Highacre conveyed to Newdripp.

35. If, while the violin is in the instrument repair shop, the shop is broken into and the violin stolen:

    A. The shop owner would be absolutely liable to Sweetbow for "misdelivery".

    B. The shop owner would be liable to Sweetbow becaue he failed to use ordinary care, as irrebuttably proved by the break in.

    C. The shop owner would generally have the burden of rebutting a presumption that he did not use ordinary care to protect the violin from theft.

    D. If the shop owner had insurance, he would be liable only up to the amount of the insurance.

36. Assume that the violin was s Stradivarius worth $100,000, and it was stolen from the shop as in the preceding question:

    A. The shop owner would have had no duty to protect the violin from theft unless notified by Sweetbow of its value.

    B. The specific behavioral requirements appropriate to the shop owner's duty of care would be determined in relation to the apparent value of the violin, irrespective of its actual value.

    C. If the shop owner did not meet his duty of care, he would be liable for the full acutal value of the violin, irrespective of its apparent value.

    D. Both B and C above.

37. Suppose that the shop owner's assistant, Glumf, mixed up Sweetbow's violin with a cheaper imitation, also left for repairs, and that Sweetbow's violin was "returned" to Swift, an unscrupulous person whose whereabouts are now a mystery. The shop owner can avoid liability to Sweetbow:

    A. By showing that Sweetbow did not have good title to the violin.

    B. By showing that ordinary care, and then some, was used to prevent the confusion of the instruments.

    C. Both A and B above.

    D. None of the above.

38. Assume that Sweetbow finds Swift and sues him in trover for the value of the violin. After protracted negotiations, Sweetbow accepted a settlement of $65,000. The true owner can now:

    A. Recover at least $65,000 from Sweetbow.

    B. Maintain his own trover action against Swift, but his recovery will be limited to the extent that the value of the violin exceeds $65,000.

C. Maintain replevin but not trover against Swift.

D. Maintain his own trover action against Swift.

39. Assume that the violin was repaired without incident and Sweetbow came to pick it up. When he saw the bill, he became so nervous that he lit a cigarette and, in the process, burned his fingers on the gold lighter which he had found on Route 89. Then, unnoticed by anybody, Sweetbow forgot to pick up the lighter off the shop counter when he left. Later, while waiting on another customer (Lardly), the shop owner spotted the lighter and immediately put it in a bag which, a few seconds later, he handed to Lardly, assuming Lardly to be the owner of the lighter. As to the lighter:

A. The shop owner probably has no action against Lardly.

B. The shop owner probably could be held liable to Sweetbow only if found to have been negligent.

C. The shop owner should be treated as a finder and hence guilty of larceny.

D. The shop owner should be treated as a finder and hence not liable at all.

40. Suppose in the preceding question that, before Lardly came into the shop, Sweetbow had telephoned, reported the lighter missing, and asked the shop owner to hold on to it for him. Suppose that the shop owner said "O.K.", but instead sold the lighter to Lardly at a "fair market" price. If Lardly were a "buyer in the ordinary course of business", he would get good title to the lighter (at least as against Sweetbow):

A. Under the general rule at common law.

B. Under the Uniform Commercial Code.

C. Both A and B above, but only if the shop owner carried a line of similar lighters for sale.

D. Under the Uniform Commercial Code, provided that the shop owner carried a line of similar lighters for sale.

41. Anatoli Pidgeon caught a wild dove, named it "Coco", and taught it to eat grains of corn from behind his ear. Anatoli's neighbor, Fromm Hunger, shot the dove and ate it. In an action by Anatoli against Hunger, which of the following would (if proved) be most relevant and helpful to Anatoli:

A. The dove had animus revertendi.

B. The dove was of a type commonly found locally.

C. Hunger knew that he (Hunger) did not own the dove when he shot it.

D. The dove's bones had been made into buttons.

42. In the preceding question:

    A. If Hunger had shot the dove on his own land, Hunger would have an absolute right to it under the doctrine of ratione soli.

    B. The result would be the same (as between Hunger and Anatoli) irrespective of where Hunger shot the dove.

    C. Both of the above.

    D. None of the above.

43. Yuckacre is a smelly bog of about 20 acres. Beginning in 1965, Wade has been entering Yuckacre regularly in order to capture frogs which he sold to La Cuisine de la Terre restaurant. Wade thought erroneously that Yuckacre was included under his deed to an adjacent parcel known as Wadeacre. Basically, Yuckacre wasn't much good for anything but frog-catching. It was unimproved, unfenced and, due to its topography, could not be fenced in with particular ease. On several occasions, when Wade found others on Yuckacre, he chased them away shouting "Get off my marsh!" Assume that the local statute of limitations on ejectment is 10 years.

    A. Wade may have acquired title to Yuckacre under the common law rules.

    B. Wade may have acquired title to Yuckacre under the New York "essentials of adverse possession" rules.

    C. Both A and B are true.

    D. Neither A nor B is true.

44. Assuming Wade did not acquire title by adverse possession, the possibility still exists that, by the conduct described above,

    A. Wade acquired an easement by estoppel.

    B. Wade acquired an easement by prescription.

    C. Wade acquired license by acquiescence.

    D. Both B and C above.

45. Croak, as an April Fool's stunt, went onto Yuckacre and placed a chemical in the Yuckacre marsh water. The chemical was absorbed into the frogs' bodies and sent anyone who ate the frogs' legs into paroxysms of laughter. La Cuisine quit buying the frogs from Wade.

    A. Croak would be liable to Wade if Wade had acquired a ripened title to Yuckacre by adverse possession.

    B. Croak would be liable to Wade even if Wade had not acquired a ripened title to Yuckacre by adverse possession.

    C. Croak would be liable to Wade even if Wade had title neither to the frogs nor Yuckacre at the time of Croak's action.

    D. All of the above.

46. Assume that Wade has acquired a ripened title to Yuckacre by adverse possession, and shortly thereafter Wade accepted a deed which purported to convey an adjoining farm (including Yuckacre) from Short. Assume also that Short's title was defective (apart from Wade's rights), and that the right to the said adjoining farm (other than Yuckacre) was in Carryon.

   A. If Wade continues his past activities on Yuckacre, he can thereby acquire a ripened title to the whole farm.

   B. If Wade cultivates a part of the farm (outside Yuckacre), he may eventually thereby acquire a ripened title to the whole farm.

   C. If Wade cultivates a part of the farm (outside Yuckacre), he may eventually thereby acquire a ripened title, but in no event to more than the part cultivated.

   D. None of the above.

47. Assuming that Wade has acquired a ripened title to Yuckacre by adverse possession,

   A. Wade will lose that title if he engages in no further acts of possession for a continuous period of 10 years.

   B. Wade will be entitled to a deed from the previous owner confirming Wade's ownership.

   C. Wade will still be liable for trespass and mesne profits relating to the period prior to the ripening of title.

   D. None of the above.

48. Assume that Wade has acquired a ripened title to Yuckacre by adverse possession. If Wade and a neighbor, Prim, exchange promises "as burdens upon and for the benefit of themselves and their respective successors" to use their respective parcels (Yuckacre and Prim's land) solely for commercial purposes:

   A. Such agreement would be void for lack of consideration.

   B. Such agreement would not be enforceable as a real covenant by or against successors to Wade and Prim under the majority rule with regard to privity of estate.

   C. Such agreement would be enforceable as a typical "implied reciprocal equitable servitude."

   D. Both B and C above.

49. In the preceding question:

A. Such agreement could be enforced against successors (with notice) of Wade by recovery of damages on an equitable servitude theory.

B. Such agreement could be enforced against successors (with notice) of Wade by injunction on an equitable servitude theory.

C. Such agreement is an example of "implied reciprocal equitable servitudes."

D. None of the above.

<u>Facts for questions 50 to 60</u>

Except as otherwise specified, the following conveyances are to be considered as if made, in each case, by a deed having the effect of a bargain and sale, after the Statute of Uses, but ignoring the effects of "modernizing" statutes and rules (e.g. eliminating the Rule in Shelley's case, the Doctrine of Worthier Title or the destructability of contingent remainders).

I. O conveys to A for life, then to B and his heirs.
II. O conveys to A for life, and one day after A's death to B and his heirs.
III. O conveys to A and his heirs, but if none of A's children reaches age 35, then to B and his heirs. [A's oldest child is 7 years old.]
IV. O conveys to A for life, then to B and his heirs if B marries C.
V. O conveys to A for life, then to B and his heirs if B marries C before or after the death of A.
VI. B conveys to A for life, remainder to B's heirs.

50. Which of the foregoing would leave a reversion in the grantor?

A. II, III, V, VI.

B. II, IV, V, VI.

C. VI.

D. None of the above.

51. Which of the foregoing would give a remainder (vested or contingent) to B?

A. I, V.

B. I, IV, V, VI.

C. I, IV, V.

D. I, VI.

52. Which of the foregoing purport to create interests which would, prior to the Statute of Uses, fail as legal interets because of the rules against springing and shifting interests?

A. II, III, V, VI.

B. II, III, V.

C. II, III, IV, V, VI.

D. II, III.

53. What is the difference between B's interest under IV and V?

A. B gets a contingent remainder under IV; a vested remainder under V.
B. B gets an executory interest under IV, but not under V.
C. B gets nothing under IV unless he is already married to C when the conveyance was made.
D. B gets an executory interest and a contingent remainder under V, and only the latter under IV.

54. Which of the foregoing would convey an interest to either A's heirs or to B's heirs, or both?

A. All of them.

B. III, VI.

C. VI.

D. None of them.

55. In order for B's interest under IV to give a right of present possession, A's estate must come to an end and

A. B must marry C.

B. B must have married C before A's estate ended.

C. B must have married C before A's death and have survived A.

D. B must have married C before A's death, have heirs and have survived A.

56. If the last clause in III had read "then to O and his heirs" (instead of "then to B and his heirs"),

A. The entire conveyance would have been effective, as worded, both prior to and after the Statute of Uses.

B. A would have a fee simple determinable.

C. O would have a possibility of reverter.

D. All of the above.

57. If, following conveyance II, A transferred "all my right, title and interest" to C, B's right to present possession would commence:

A. At C's death.

B. One day after C's death.

C. One day after A's death.

D. At the date A purported to make such a transfer.

58. The Statute of Uses was adopted for the purpose of abolishing trusts. Its most important lasting effect has been:

A. To abolish trusts.

B. To confuse law students.

C. To prohibit equitable springing and shifting interests and to disallow livery of seisin.

D. To allow conveyance of legal title without feoffment and to permit the creation of legal springing and shifting interests (called "executory interests").

59. If, in I or II, O was a married man whose wife did not join in the conveyance, than common law dower might seriously affect B's interest unless:

A. O's wife died before A's estate ended.

B. B did not know that O was married, and O represented that he was single.

C. O left all his remaining real estate to his wife by will.

D. All of the above.

60. Assume that exactly 22 years and one day after conveyance I, A dies, B promptly goes to the land and B finds that Grapper has held the possession adversely for over 20 years. The local statute of limitations on ejectment is 20 years. B will not be able to recover possession from Grapper:

A. If Grapper entered before conveyance I occurred.

B. Even if Grapper entered after conveyance I occurred.

C. Both A and B above.

D. None of the above. Grapper could not acquire a ripened title against A or B by adverse possession.