
Ownership

1. Which of the following will determine whether the business woman will prevail?

The business woman learned of the conveyance to the buyer's daughter and the sale by the daughter to the man one week after the conveyance of Lot 2 from the daughter to the man. The business woman promptly brought an appropriate action against the man to enforce rights created in him by the deed of the business woman to the buyer. The business woman tendered the amount paid by the man into the court for whatever disposition the court deemed proper. The common law Rule Against Perpetuities is unmodified by statute. Immediately thereafter, the buyer's daughter sold Lot 2 to a man at the then fair market value of Lot 2. The sale was completed by the delivery of deed and payment of the purchase price. At no time did the buyer or his daughter offer to sell Lot 2 to the business woman. Three years after delivery and recording of the deed and payment of the purchase price, the buyer became ill and moved to a climate more compatible with his health. The buyer's daughter orally offered to purchase the premises from the buyer at its then fair market value. The buyer declined his daughter's offer but instead deeded Lot 2 to his daughter as a gift. In the event the buyer, his heirs or assigns, decide to sell the property hereby conveyed and obtain a purchaser ready, willing, and able to purchase Lot 2 and the improvements thereon on terms and conditions acceptable to the buyer, said Lot 2 and improvements shall be offered to the business woman, her heirs or assigns, on the same terms and conditions. The business woman, her heirs or assigns, as the case may be, shall have ten days from said offer to accept said offer and thereby to exercise said option. A business woman was the owner in fee simple of adjoining lots known as Lot 1 and Lot 2. She built a house in which she took up residence on Lot 1. Thereafter, she built a house on Lot 2, which she sold, house and lot, to a buyer. Consistent with the contract of sale and purchase, the deed conveying Lot 2 from the business woman to the buyer contained the following clause:

- The parol evidence rule
- **The Rule Against Perpetuities**
- The Statute of Frauds and the Rule Against Perpetuities
- The Statute of Frauds and the type of recording statute of the jurisdiction in question

Note:
The Rule Against Perpetuities (RAP) voids any interest if there is a possibility that the interest may vest more than 21 years after some life in being at the creation of the interest. The RAP applies to the following future interests in personal or real property: (i) contingent remainders; (ii) executory interests; (iii) class gifts (EVEN if vested remainders); (iv) options and rights of first refusal; and (v) powers of appointment.

B is correct. The right of first refusal was clearly violated by the buyer and his daughter. The issue the business woman must overcome in order to prevail is a determination of whether the vague conditional wording of the right of first refusal violated the RAP. While the RAP generally does not apply to interests retained by the grantor, it does apply to options and rights of first refusal if they are mere contract or covenant rights.

A is incorrect. The business woman placed a right of first refusal into the deed she sold to the buyer. There is no dispute regarding an agreement outside the writing, so the parol evidence rule will not apply.

C is incorrect. The buyer's oral discussion with his daughter regarding the purchase of Lot 2 is irrelevant because he refused to sell and instead deeded the lot to her as a gift; there is no Statute of Frauds issue regarding the sale of land (thus triggering the right of first refusal) because no oral sales agreement was reached.

D is incorrect. The man does not have the protection of a bona fide purchaser because he had constructive notice of the deed's restrictions, which were properly recorded and cannot be circumvented through the alienation of land by gift; only a purchaser for value can provide the shelter of superior title. The jurisdiction's type of recording statute is thus irrelevant to the resolution of this dispute.

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2. In this action, who should prevail?

The woman then returned from Kenya and learned what had happened. The woman brought an appropriate action against the wife, who claimed a one-half interest in Blackacre, seeking a declaratory judgment that she, the woman, was the sole owner of Blackacre. Shortly thereafter, the man was killed in an automobile accident. His will, which was duly probated, specifically devised his one-half interest in Blackacre to his wife. Two friends, a man and a woman, owned a large tract of land, Blackacre, in fee simple as joint tenants with right of survivorship. While the woman was on an extended safari in Kenya, the man learned that there were very valuable coal deposits within Blackacre, but he made no attempt to inform the woman. Thereupon, the man conveyed his interest in Blackacre to his wife who immediately reconveyed that interest to the man. The common law joint tenancy is unmodified by statute.

- **The wife, because the man and the woman were tenants in common at the time of the man's death**
- The wife, because the man's will severed the joint tenancy
- The woman, because the joint tenancy was reestablished by the wife's reconveyance to the man
- The woman, because the man breached his fiduciary duty as her joint tenant

Note:
A is correct. The man and the woman held the property in joint tenancy. A joint tenancy cannot be created without the "four unities" (time, title, possession and interest), and can be terminated in one of two ways: by partition or by severance. Where one joint tenant makes an inter vivos conveyance of their interest in the property, a severance occurs and the interest transferred is that of a tenant in common. As soon as the man transferred his interest to his wife, the joint tenancy was severed and the property was held by his wife and the woman as tenants in common. When the wife immediately transferred her interest back to the man, the joint tenancy was not recreated because the four unities were no longer present. The man and the woman then held the property as tenants in common.

B is incorrect. The man's inter vivos conveyance, not his will, severed the tenancy.

C is incorrect. Once a joint tenancy has been severed it cannot be re-established until the four unities have been satisfied.

D is incorrect. The man had no fiduciary duty to the woman.

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3. Title to Blackacre is now in

At his death, the testator was survived by his nephew, his sister, the testator's son and sole heir, and his friend. The testator's brother had died a week before the testator. (2) gave "all the rest, residue and remainder of my Estate, both real and personal, to [my friend]." (1) devised Blackacre "to [my nephew] for the life of [my brother], then to [my sister]"; At the time of his death last week, the testator owned Blackacre, a small farm. By his duly probated will, drawn five years ago, the testator did the following:

- The nephew for life, remainder to the sister
- **The sister, in fee simple**
- The son, in fee simple
- The friend, in fee simple

Note:
B is correct. The following estates were created by the testator's will: the nephew held a life estate pur autre vie (measured by the life of another) in Blackacre for as long as the brother lived; the brother held no estate whatsoever; the sister held a vested remainder in Blackacre during the brother's lifetime, and then when the brother died title went to the sister in fee simple. Neither the friend nor the son held any interest in Blackacre.

A is incorrect. A life estate grants present possession for the length of the measuring life. In this case, it is a life estate pur autre vie measured by the length of the brother's life. Because this interest is a devise in a will, the interest could end (the brother could die) before or after the testator. In either event, when the measuring life ends, the life estate terminates and the next interested holder takes possession (here the sister holds the vested remainder in fee simple absolute). In this case, when the testator dies, there is no life estate in the nephew because the brother (the measuring life) has already died.

C is incorrect. Although the son is the closest heir, he enjoys no rights in this case because all of the testator's estate passed by a valid will. The son would take only if the will was invalid or if the son was included in the will. When the testator decided to leave the son out of the will he decided he did not want his property to pass to the son.

D is incorrect. The question asks who takes Blackacre. Since Blackacre was devised to the nephew for the life of the brother with remainder to the sister, the friend has no interest in Blackacre. If for some reason the devise of Blackacre was invalid (e.g., fraud, duress, coercion, or undue influence) then the holder of the residue (the friend) would take Blackacre. Here, the will was entirely valid.

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4. After the sale, the creditor's judgment will be a lien on

Assume that the court properly ordered a partition by judicial sale. The son needed cash, but the daughter did not wish to sell Blackacre. The son commenced a partition action against the daughter and the creditor. A week ago, a creditor obtained a money judgment against the son and properly filed the judgment in the county where Blackacre is located. A statute in the jurisdiction provides: any judgment properly filed shall, for 10 years from filing, be a lien on the real property then owned or subsequently acquired by any person against whom the judgment is rendered. A mother owned Blackacre, a two-family apartment house on a small city lot not suitable for partition-in-kind. Upon the mother's death, her will devised Blackacre to "my son and daughter."

- All of Blackacre
- Only a one-half interest in Blackacre
- All of the proceeds of a sale of Blackacre
- **Only the portion of the proceeds of sale due to the brother**

Note:
D is correct. In this question, the sister and brother both hold an equal 50% interest in the property as tenants in common. The creditor's lien entitles the creditor to property owned by the brother. Thus, after the judicial sale, the creditor will receive a lien on the brother's sale proceeds.

A is incorrect. The creditor's lien only entitles him to property owned by the brother, so the creditor will not have a lien on the entire interest in Blackacre.

B is incorrect. The creditor's lien was on the brother's interest in Blackacre, and that interest terminated when the property was sold.

C is incorrect. As explained above, the creditor only has a lien on the brother's interest in Blackacre, not the proceeds of the sale.

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5. The most likely outcome would be in favor of

The restaurant refused to pay its formula share of the off-site improvement costs as provided in the lease. The leasing company brought an appropriate action against the restaurant to recover such costs. Five years ago, the leasing company sold the one-acre parcel to an investor; the conveyance was made subject to the lease to the restaurant. However, the investor did not assume the obligations of the lease and the leasing company retained the remainder of Blackacre. Since that conveyance five years ago, the restaurant has paid rent to the investor. 3. The restaurant was to pay its share of the expenses for the off-site improvements according to a stated formula. 2. The leasing company was to maintain the access roads and the parking lot areas platted on those portions of Blackacre that adjoined the one-acre parcel and to permit the customers of the restaurant to use them in common with the customers of the other commercial users of the remainder of Blackacre. 1. The restaurant was to maintain the one-acre parcel and improvements thereon, to maintain full insurance coverage on the one-acre parcel, and to pay all taxes assessed against the one-acre parcel. The lease provided that: A leasing company owned Blackacre, a tract of 100 acres. Six years ago, the leasing company leased a one-acre parcel, located in the northeasterly corner of Blackacre, for a term of 30 years, to a restaurant. The restaurant intended to and did construct a fast-food restaurant on the one-acre parcel.

- The leasing company, because the use of the improvements by the customers of the restaurant imposes an implied obligation on the restaurant
- **The leasing company, because the conveyance of the one-acre parcel to the investor did not terminate the restaurant's covenant to contribute**
- The restaurant, because the conveyance of the one-acre parcel to the investor terminated the privity of estate between the leasing company and the restaurant
- The restaurant, because the investor, as the restaurant's landlord, has the obligation to pay the maintenance costs by necessary implication

Note:
B is correct. The leasehold agreement created a contractual obligation that required the leasing company and the restaurant to meet certain conditions. Since the investor did not assume the leasing company's obligations under the lease when he purchased the one-acre parcel, those obligations remained with the leasing company. The restaurant's obligations were likewise unaffected by the sale to the investor.

A is incorrect. The restaurant's obligation is not implied; it is an express obligation contained in the lease.

C is incorrect. Privity of estate is irrelevant to the outcome of the issue. Because the leasing company retained ownership over the rest of Blackacre, the conveyance of the one-acre parcel does not affect the agreements between the restaurant and the leasing company - they are still in privity of contract. The restaurant must still contribute in compliance with the agreement they made with the leasing company.

D is incorrect. The investor's ownership of the land does not create any implied duty to pay maintenance costs.

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6. The court should hold that the tenant has

The sister then learned the facts and brought an appropriate action against the tenant to quiet title to Blackacre. The sister, who lived in a distant city, knew nothing of the tenant's judgment. Before the tenant took any further action, the brother died. The common law joint tenancy is unmodified by statute. The statute in the jurisdiction reads: Any judgment properly filed shall, for 10 years from filing, be a lien on the real property then owned or subsequently acquired by any person against whom the judgment is rendered. A brother and sister owned Blackacre as joint tenants, upon which was situated a two-family house. The brother lived in one of the two apartments and rented the other apartment to a tenant. The brother got in a fight with the tenant and injured him. The tenant obtained and properly filed a judgment for $10,000 against the brother.

- A lien against the whole of Blackacre, because he was a tenant of both the brother and the sister at the time of the judgment
- A lien against the brother's undivided one-half interest in Blackacre, because his judgment was filed prior to the brother's death
- No lien, because the sister had no actual notice of the tenant's judgment until after the brother's death
- **No lien, because the brother's death terminated the interest to which the tenant's lien attached**

Note:
The principal characteristic of a joint tenancy is the right of survivorship. Where two parties hold a property in joint tenancy and one dies, the decedent's interest in the property terminates and the survivor's interest is increased to 100%. Unless the right of survivorship is destroyed by law (such as a divorce decree in the case of married joint tenants, or when one joint tenant kills another to try to get a larger property interest) it can only be terminated in one of two ways: by partition or by severance. Where one joint tenant makes an inter vivos conveyance of their entire interest in the property, a severance occurs and the joint tenancy is destroyed.

A judgment lien is a court ruling that gives a creditor the right to take possession of a debtor's real property if the debtor fails to fulfill his or her contractual obligations. A judgment lien may be made against an individual or business and allows the creditor to access the debtor's business, personal property, and real estate, among other assets, to pay the judgment. A plaintiff who obtains a monetary judgment is described as a "judgment creditor," while the defendant becomes a "judgment debtor."

The majority rule states that a plaintiff who obtains a judgment lien under this kind of statute is not protected by any recording acts from a prior unrecorded conveyance made by the defendant. This is because a plaintiff is not a bona fide purchaser, as he did not pay value for the judgment, or the judgment attaches only to property owned by the defendant and not the property the defendant has previously conveyed away, even if that conveyance was not recorded.

D is correct. When an estate is owned by two or more parties at once, a joint tenant or a tenant in common may encumber his or her own interest in the property, but may not encumber the other co-tenant's interest. Here, the brother and sister have a joint tenancy. The lien against the brother did not sever the joint tenancy when it was created. It did not encumber the sister's interest either. In the case of joint tenancy, the holder of the lien runs the risk that the brother will die before the holder can enforce the judgment because the death of the brother extinguishes the interest. For the holder to enforce the judgment, he can foreclose on the lien, the foreclosure sale would cause a severance of the joint tenancy, and he would receive the proceeds from the sale. However, if the brother dies before the lien is foreclosed on, the lien is extinguished with his death because it did not encumber the sister's interest.

When the brother dies, his interest in the property is extinguished, along with the lien. The sister is left the sole owner; her interest is increased to 100%. Her interest was also never affected by the brother's lien. She is not "subsequently acquir[ing]" the property; rather, the property is being freed from the brother's interest when he dies.

A is incorrect. As explained above, the brother's death destroyed his interest in the property, along with his lien. The sister was never bound by the lien on the brother, so the tenant does not have a lien on the entire property.

B is incorrect. Again, the death of the brother left the sister with complete ownership of Blackacre. There cannot be a lien on only the brother's share of Blackacre because his shares were extinguished by death.

C is incorrect. This is the correct conclusion with the wrong reasoning. There will be no lien on Blackacre because the lien was attached only to the brother. The sister's lack of notice of the lien is not what makes the lien unattached to her 100% interest in Blackacre.

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7. If the daughter obtained sound advice relating to her rights, she was told that

The son and the niece wanted all three parties, including the daughter, to each contribute one-third of the amount needed to pay the mortgage installments. The daughter objected, contending that the widow should pay all of these amounts out of the profits she had made in operation of the farm. When foreclosure of the mortgage seemed imminent, the daughter sought legal advice. At the time of the decedent's death, there existed a mortgage on Blueacre that the decedent had given 10 years earlier to secure a loan for the purchase of the farm. At his death, there remained $40,000 in unpaid principal, payable in installments of $4,000 per year for the next 10 years. In addition, there was interest due at the rate of 10% per annum, payable annually with the principal installment. The widow took possession and, out of a gross income of $50,000 per year, realized $25,000 net income after paying all expenses and charges except the principal installment and interest due on the mortgage. A decedent owned in fee simple Blueacre, a farm of 300 acres. He died and by will, duly admitted to probate, devised Blueacre to his surviving widow for life with remainder in fee simple to three individuals: his niece, his daughter, and his son. All three individuals survived the decedent.

- Her only protection would lie in instituting an action for partition to compel the sale of the life estate of the widow and to obtain the value of the daughter's one-third interest in remainder
- She could obtain appropriate relief to compel the widow personally to pay the sums due because the income is more than adequate to cover these amounts
- She could be compelled personally to pay her share of the amounts due because discharge of the mortgage enhances the principal
- **She could not be held personally liable for any amount, but her share in remainder could be lost if the mortgage installments were not paid**

Note:
Unlike a fee simple owner, who owns both the present possessory interest and the future interest, in a life estate, the life tenant does not own the future interest and thus might not be concerned about the value or condition of the land after her death. The interests of the remaindermen (in this case her niece, son, and daughter), would be harmed if she wastes the property or allows the property to go to waste. Because there is an inherent tension in this regard whenever the life estate and future interest are split, the law has evolved to require the life estate holder to pay interest on a mortgage and to require the remaindermen to pay the principal due on the mortgage. If the life tenant pays the interest, the remaindermen are no worse off than at the time they received their future interest, because the debt owed on the land would remain the same. On the other hand, if the life tenant pays the full mortgage payment, she would be reducing the amount of debt owed by the remaindermen and contributing to their principal—this would be a windfall to the future interest holders.

D is correct. Although the widow's duty not to commit permissive waste requires her to pay interest on the mortgage, she has no obligation to pay the principal. The daughter cannot be held liable for the widow's failure to pay the interest, or for the collective failure of the holders of the future interest to make the principal payments. The daughter does, however, risk losing her share of the remainder in Blueacre if the mortgage is foreclosed on the property.

Be careful of any answer with the word "only" as such answers are almost always unduly restrictive.

A is incorrect. First, because it is not the “only” remedy; second, because partition would be the remedy of last resort on these facts since the land is profitable. Life estate holders (life tenants) have a duty not to allow voluntary or permissive waste with regard to the property during their life tenancy. Voluntary waste is comprised of an affirmative act that reduces the value of (or otherwise harms) the property, such as cutting down and selling all of the trees on the property. Permissive waste is a failure to perform obligations related to the land to keep the property in good repair or maintain its value. A failure to make repairs to buildings on the property, failure to pay taxes on the property as they come due, or failure to pay the interest on the mortgage on the property all constitute permissive waste. In this case, as the life tenant, the widow has a duty not to sit idly by while permissive waste occurs.

In an action at law, the widow could be sued for breaching her duty in allowing permissive waste; damages for unpaid interest could be recovered from the widow if the daughter pays the mortgage, because the land itself is profitable. The court could appoint a receiver to collect all of the income from the property and to pay the taxes and mortgage on behalf of the widow before releasing any remaining proceeds to the widow. The daughter could also demand contribution from the niece and the brother for their share of the principal she paid in paying the full mortgage payment.

Partition in kind (dividing the land itself) or by sale (selling the land and apportioning the proceeds to the widow and the others according to their respective interests) are only suitable remedies when damages are insufficient. If the land in this case was not profitable, it might be impossible for the widow to pay the carrying costs to remain living there, in which case partition might be had.

B is incorrect. Because the widow is only liable for the interest on the mortgage, she cannot be compelled to pay the principal (a mortgage payment consists of principal and interest). Interest is the carrying cost owed by the life tenant so as not to disadvantage the remaindermen. Even though the land is profitable, she has no obligation to pay the principal owed on the mortgage as it becomes due. Any payment of principal reduces debt remaining on the mortgage and thus benefits the remaindermen (not the life tenant). Although foreclosure of the mortgage would certainly harm the widow in this case, she is not required to pay the principal, because this is the obligation of the remaindermen doing so would reduce the niece, daughter and son’s debt on the property.

C is incorrect. A life tenant enjoys only the present possessory interest in the land. The remainder includes the future interest which includes the potential to convey the land unencumbered. Any increase in the principal paid reduces debt owed and thus benefits the remaindermen because the amount left to pay off the remaining mortgage debt is reduced. Notwithstanding the benefit of paying their share of the mortgage payments to ensure the mortgage does not fall into arrears, remaindermen have no legal obligation to do so. It is worth noting that a remainderman is not entitled to bid on the property in a foreclosure sale.

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8. Title to Greenacre now is in

Shortly thereafter the friend died, survived by the owner, the hospital, and the daughter. Subsequently, the uncle died, devising all of his estate to a hospital. The uncle was survived by his daughter, his sole heir-at-law. The owner of Greenacre owned the land in fee simple. By warranty deed he conveyed Greenacre to a friend for life, "and from and after the death of my friend to my uncle, his heirs and assigns."

- The owner, because the contingent remainder never vested, and the owner's reversion was entitled to possession immediately upon the friend's death
- **The hospital, because the vested remainder in the uncle was transmitted by his will**
- The daughter, because she is the uncle's heir
- Either the owner or the daughter, depending upon whether the destructibility of contingent remainders is recognized in the applicable jurisdiction

Note:
Estate in land is the degree, quantity, nature, or extent of interest that a person has in land or in real property. It is an ownership interest in a physical area of land with a set geographic location

An estate for life is an estate that is not terminable at any fixed or computable period of time, but cannot last longer than the life or lives of one or more persons. A life tenant has a duty not to "waste" the land. A tenant for life is entitled to all the ordinary uses and profits of the land, but he cannot lawfully do any act that would injure the interests of the person who owns the remainder or the reversion. If he does, the future interest holder may sue for damages and/or enjoin such acts.

A vested remainder is the absolute right to receive title when a presently-existing interest in real property ends. It is certain to transfer after the existing interest expires and is not dependent on any conditions or other events occurring.

There are two types of vested remainders: (i) those that are simply vested in one person or class; and (ii) those that are vested in a class whose members may not yet be fully discernible, referred to as a vested remainder "subject to open" (sometimes called "subject to partial divestment" or "subject to partial defeasance").

B is correct. It is important to determine what interest each party holds before attempting to answer a question of this type. The facts indicate that the friend has a life estate, the uncle has a vested remainder, and his heirs and assigns have a vested remainder subject to open. A vested remainder subject to open occurs when there is a vested remainder created in a class of persons, but it is subject to diminution by reason of other persons becoming entitled to share in the remainder. The owner retained no interest in the property.

A is incorrect. A contingent remainder is an interest in real estate property that will go to a person or entity only upon the existence of a certain set of circumstances at the time the titleholder dies. It is a future property ownership right that depends upon the fulfillment of specific conditions. If the specified conditions are not met, the remainder never takes effect. In this question, there are no contingent remainders. The uncle's heirs had a vested remainder subject to open, which the uncle then transmitted to the hospital.

C is incorrect. The daughter is the uncle's heir, but his heirs are irrelevant because the uncle made a will before he died. A person will only have heirs when they die intestate, i.e., without a will. The uncle devised his entire estate to the hospital, so the daughter will not inherit any interest in Greenacre.

D is incorrect. As explained above, no one held a contingent remainder. The uncle had a vested remainder and his heirs had a vested remainder subject to open.

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9. Who should prevail?

The farmer's son and the college classmate did not reach an agreement, and the farmer's son served the appropriate notice to terminate whatever tenancy the college classmate had. The farmer's son then sought, in an appropriate action, to oust the college classmate. One week after the delivery of the deed to the farmer's son, the farmer's son recorded the deed and immediately told the college classmate that he was going to begin charging the college classmate rent since "I am now your landlord." There is no applicable statute. The farmer, by properly executed instrument, conveyed Greenacre to "my beloved son, his heirs and assigns, upon the condition precedent that he earn a college degree by the time he reaches the age of 30. If, for any reason, he does not meet this condition, then Greenacre shall become the sole property of my beloved daughter, her heirs and assigns." At the time of conveyance, the farmer's son and the college classmate attended a college located several blocks from Greenacre. Neither had earned a college degree. A farmer owned Greenacre in fee simple. The small house on Greenacre was occupied, with the farmer's oral permission, rent-free, by the farmer's son, and the college classmate of the farmer's son. The farmer's son was then 21 years old.

- The farmer's son, because the conveyance created a fee simple subject to divestment in the farmer's son
- The farmer's son, because the farmer's conveyance terminated the college classmate's tenancy
- The college classmate, because the farmer's permission to occupy preceded the farmer's conveyance to the farmer's son
- **The college classmate, because the college classmate is a tenant of the farmer, not of the farmer's son**

Note:
An “estate” is a durational, possessory land interest. A “future interest” is a kind of estate that exists at the time it is conveyed, although there is no possessory interest in the property until some future event occurs or circumstance exists.

A "contingent remainder" is a type of future interest in property that passes to a person or entity only upon the existence of a certain set of circumstances at the time the title-holder dies. It is a future property ownership right that depends upon the fulfillment of specific conditions. If the specified conditions are not met, the remainder never takes effect. The future interest, otherwise valid, will not be void on the ground of the probability or improbability of the contingency upon which it is limited to take effect.

D is correct. When the farmer conveyed Greenacre to his son, he created a future interest, contingent upon the son's earning of a college degree by the time he turned 30. Until that condition is satisfied, the farmer will continue to have a present possessory interest in Greenacre as the landlord. When the son tried to charge the classmate rent after delivery of the deed, the condition had not yet been satisfied, which means the farmer was still the landlord of the classmate. Even though the son may become the sole owner and possessor of the property if he succeeds in earning a degree by age 30, that contingency has not been met yet, and the son does not have the right to oust the classmate.

A is incorrect. The farmer's son cannot prevail, irrespective of the type of interest created by the conveyance. At the time the son tried to collect rent from the classmate, he did not yet have a possessory interest over Greenacre. As a result, he cannot oust the classmate for failure to pay rent.

B is incorrect. Until the condition precedent is met, the conveyance does not affect the classmate's tenancy in any way. Absent some other agreement between the parties, the farmer still has possession of the estate and may allow the classmate to live there without paying rent.

C is incorrect. This answer reaches the correct answer with the wrong reasoning. The college classmate should prevail, but not because the farmer's permission for the rent-free occupation of the house preceded the farmer's conveyance of Greenacre to the son. The farmer's conveyance to the son, regardless of when it occurred, would have no impact on the classmate's tenancy. Even if the conveyance had occurred first and the farmer later allowed the classmate to move in, the son would still lose because he lacks a current possessory interest.

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10. In such action, the court should find that title is now in

The only applicable statute is a provision in the jurisdiction's probate code which provides that any property interest which is descendible is devisable. Last month, the school district closed its school on Blackacre and for valid consideration duly executed and delivered a quitclaim deed of Blackacre to a developer, who planned to use the land for commercial development. The developer has now brought an appropriate action to quiet title against the testator's son, the friend, and the school district. 20 years ago, a testator who owned Blackacre, a one-acre tract of land, duly delivered a deed of Blackacre "to the school district so long as it is used for school purposes." The deed was promptly and properly recorded. Five years ago, the testator died leaving his son as his only heir but, by his duly probated will, he left "all my Estate to my friend."

- The developer
- The son
- **The friend**
- The school district

Note:
C is correct. In this case, the school district's interest was a fee simple determinable (meaning it could be terminated), and the testator's interest was a possibility of reverter. According to the facts, the only event that could terminate the school district's interest would be to cease using the land for "school purposes." When that event occurred, the school's interest terminated and the land reverted back to the testator. The testator, however, had died by the time his interest reverted, so that interest went to the friend in accordance with the dictates of the testator's duly probated will.

A is incorrect. The school district's interest reverted back to the testator because the school district terminated their interest by selling the land to the developer.

B is incorrect. Because the school district terminated their interest by selling Blackacre to the developer, the interest in Blackacre reverted back to the testator, whose heir was the friend. However, if the testator had not bequeathed his estate to the friend, then the interest would have reverted to the testator's son as the testator's only heir.

D is incorrect. The school district terminated its own interest in Blackacre.
