

**LAW 7122-03: PROPERTY I**

**FINAL EXAMINATION, FALL 2010**

**Prof. Tom W. Bell**

Friday, December 10, 2:00 p.m. – 5:00 p.m.

Please write your exam number here: \_\_\_\_\_ and turn in this exam with your answers. If you fail to turn in your exam you may forfeit some or all of your grade.

This exam consists of 33 multiple-choice questions and three essay questions. The multiple-choice section is closed book and counts for 40% of your grade for this exam. You have 60 minutes to complete that section, or an average of 1.8 minutes per question. Indicate the one best answer to each multiple-choice question by filling in your Scantron sheet as directed. Even if you finish the multiple-choice questions early, you may not start the essay section until directed to do so.

The essay section is partial open book. You may use your casebook, any material that I or the academic fellow handed out for the course, and any notes that you or your study group prepared. You may not use other materials, such as nutshells or commercial outlines. The essay section counts for 60% of your grade for this exam and you have 90 minutes to complete it. You may not begin working on the essay section until directed to do so.

Because each essay question counts for a particular percentage of your grade, I advise you to allocate your time accordingly. Before you begin writing any essay answer, read the question carefully and note which issues you need to address. Good organization and writing may improve your grade.

Please write clearly. I cannot grade what I cannot understand. If you use a bluebook, write on only one side of each page, on every other line. If you use more than one bluebook, number the booklets so that I can easily follow their intended sequence.

Unless otherwise indicated, all events described below take place in a generic common law jurisdiction that has enacted the typical statutes. If you think it necessary to assume an unstated fact in order to answer an essay question you may do so, but you should clearly indicate that you are making the assumption and explain why you consider it reasonable to do so.

If you have any administrative questions about taking this exam, please contact the Registrar.

Do not turn the page until told to begin the exam.

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### **Multiple Choice Questions**

40% of exam's total grade  
(maximum time: 60 minutes, or 1.8 minutes/question)

[Questions 1-33 redacted.]

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### **Essay Question 1**

10% of exam's total grade  
(suggested time: about 15 minutes)

True story: I was walking through Trader Joe's parking lot with my son, Kai, when he bent down and picked up a brightly colored object. He examined it and announced that it was a Silly Bandz (a type of tradable bracelet popular among kids his age). "A filthy one," I observed. Kai evidently agreed, since he dropped the Silly Bandz and walked on. I paused, wondering how to characterize Kai's actions in terms of property law. I now pose the same puzzle to you.

Please briefly describe the property status of the Silly Bandz immediately before, during, and after the scene described above.

## Essay Question 2

30% of exam's total grade  
(suggested time: 45 minutes)

Block, Inc. ("Block") owned and leased a residential apartment complex. It offered the same lease, on a take-it-or-leave-it basis, to each of its tenants. Among other terms, that lease required:

- Rent of \$1000/month payable on the first day of the month;
- An initial term of one year followed by a periodic tenancy of one-month; and
- Block's written consent to any proposed assignment.

Tim entered into such a lease agreement with Block. After he had been living in the apartment for six months, however, family issues required him to move far away. Fortunately for Tim, his co-worker, Sarah, needed an apartment. She was familiar with Block's building, having lived there in an apartment identical to Tim's for some years. Sarah had concluded her lease with Block on good terms; she gave adequate notice of termination and recovered all of her security deposit.

Tim and Sarah entered into an agreement wherein she was to take possession, and pay \$1000/month to Block, for the remainder of initial one-year term described in Tim's lease with Block. The agreement did not use the terms "sublease" or "assignment." Neither Tim nor Sarah sought or obtained Block's consent. Nonetheless, after Sarah moved in and began paying rent with personal checks in her name, Block cashed them without complaint.

After she had been living in the apartment for three months, Sarah began to have problems with one of her neighbors, Bluto. He began to loiter in the hallway outside of Sarah's door, leering and whistling as she walked past. He asked her out on dates several times, evidently not dissuaded by Sarah's sharp rebuffs. She complained to the property manager, who said, "Sorry, lady. Bluto may not be charming, but he pays his rent on time. Take it up with the cops if you think he's breaking the law."

You have learned these facts from Sarah, who has come to you seeking legal advice. Write her a short letter describing her rights and remedies under the law of property.

### Essay Question 3

20% of exam's total grade  
(suggested time: about 30 minutes)

You work as a legal aid to California State Senator Joy Bliss. She recently read *Riddle v. Harmon* and now wonders if the legislature should correct that court's interpretation of local property law.

Bliss explains, "Under common law, it was necessary to use a straw to *create* a joint tenancy. The question in *Riddle* was whether it is necessary to use a straw to *sever* a joint tenancy. The court held that it was not."

"Why did Francis Riddle want to sever her joint tenancy with Mr. Riddle?" you ask.

"To allow her to devise her share of the co-owned property," replies Bliss. "If the property were held in joint tenancy when Mrs. Riddle died, Mr. Riddle's right of survivorship would kick in before her will took effect. If it were held in tenancy in common, in contrast, she could devise her share."

Bliss continues, "The *Riddle* court held that it was not necessary to use a straw, and thus that Mrs. Riddle severed her joint tenancy with Mr. Riddle by her unilateral act—this, even though she had kept her severance secret from Mr. Riddle . . . . That last bit troubles me. The *Riddle* court did not discuss the problems that follow from allowing a joint tenant to secretly and unilaterally sever a joint tenancy."

"Hence my assignment to you: Write me a brief memo on whether secret severances of joint tenancies should be allowed, yes or no, and why or why not."