

**LAW 7122-03: PROPERTY I**

**FINAL EXAMINATION, FALL 2011**

**Prof. Tom W. Bell**

Friday, December 16, 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)

[redacted]

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### **Essay Question 1**

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

Suppose that Owen conveys his farm, Greenacre, “to Allen and his heirs, but to Barbara and her heirs if Greenacre ever ceases being used as a farm.” Please briefly describe the property interests in Greenacre held by the named parties.

## Essay Question 2

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

Marie and Harry married and lived in a common law property state. Each worked outside the home and deposited their wages in separate bank accounts. They agreed that Marie would pay for their housing while Harry would pay for their other joint expenses, such as food and utilities.

By late 2009, after some years of paying their rent, Marie had set aside enough money to purchase the couple's first home, a duplex. Marie took title in her name, only. The couple moved into one-half of the building and rented the other half out to Ms. Renter, using the proceeds to help pay off the mortgage. The lease agreement specified that it would run "for one year, beginning on January 1, 2010," and required that Renter pay one month's rent as a security deposit.

Renter's bedroom adjoined Marie and Harry's side of the duplex. She thus discovered that the couple frequently held loud arguments long into the night. Renter tried polite requests and banging on the wall, but to no avail. The yelling so disrupted her sleep that Renter finally resorted to sleeping on the couch in her living room. Fed up, and with a sore back, she moved out at the end of June. She paid no rent for the remainder of the year but neither did she ask for the return of her security deposit, despite having left the property in excellent condition.

Not long thereafter, Marie and Harry filed for divorce. Harry moved out and demanded, as part of the divorce settlement, one-half the value of the duplex. Marie, her mind occupied with other matters, did not bother trying to re-let the empty half of the duplex.

Marie has come to you, her attorney, seeking advice. Specifically, she wants to know both what claims she has and what claims she faces with regard both to Harry and Renter under the law of property. Write her a letter advising her on those issues.

### Essay Question 3

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

Suppose that you work as a legal aid to California State Senator Bill Writer. He recently read *Kendall v. Ernest Pestana, Inc.* and now wonders if the legislature should broaden the holding of that case. He explains:

In *Kendall*, the California Supreme Court held that where a commercial lease provides for assignment only with the prior consent of the lessor, the lessor may refuse to allow the assignment only for commercially reasonable grounds. The Court gave several grounds for its holding, none of which seem to me to apply only to commercial leases. Hence my question to you: Why or why not would it be a good idea to expand the holding of *Kendall* to residential leases?

Please write a brief memo to Senator Writer answering his question.