

Exam No. _____

PROPERTY LAW

Professor Crouch

Winter/Spring 2008

This examination consists of 16 pages. There are twenty-five multiple-choice questions and three essay questions. The multiple-choice questions count for 25% of your final grade. The essay questions count for 68% of your final grade. The remaining 7% of your final grade comes from homework and class participation.

Exam Type. This is a 3 ½ hour in-class examination. The exam covers concepts derived from the assigned reading and in class discussions. The best answers will rely upon those concepts to provide a full explanatory answer to each question presented.

Materials allowed. During the exam, you may use your assigned casebook, any class handouts or printouts (These include printed versions of the reading found on the web as well as the handouts distributed by our guest speaker), and any of your own work product. Your work product includes any material that you substantially participated in developing. Thus, your “group outline” would be permitted, but a commercial outline would not be permitted. No other materials may be used during the exam.

Write your blind examination number in the space indicated above on this page. Do not put your name on anything in connection with this examination. At the end of the exam, you must return this paper.

Writing answers. Your answers to the multiple choice questions should be written on scantron sheets that will be provided by exam proctor. The essay questions are divided into subsections. The best answers will follow the same exam structure.

Procedure for Challenging Problematic questions. If you believe that there is more than one correct answer to one (or more) of the multiple choice questions, or that there are no correct answers, and would like to challenge the question, please explain yourself on a clearly marked separate sheet of paper. That paper must be turned in with your examination. *I will not accept challenges to questions except through this procedure.* I will not discard any question, for any reason whatsoever, after I have assigned grades to the examinations. Please answer the question even if you believe it is problematic.

Timing: I have indicated a suggested time for each question. These are merely suggestions and not requirements. Do keep in mind, however, that the relative number of points allotted to each question is roughly proportional to the expected time.

Location. You should assume that all events take place in the United States and that all characters are located in the United States, except where the question clearly indicates the contrary.

GOOD LUCK!!

Essay 1 (90 minutes)

Three sisters, Olivia, Paula, and Quantra together purchase a plot of land (known as Cityacre) as joint tenants with rights of survivorship. Cityacre is on the outskirts of center city and the sisters intend to eventually build a new subdivision full of cozy bungalow houses. Soon thereafter, Quantra, the reckless sister, found herself in a tremendous amount of debt and deeded her rights in Cityacre to Crusher. A short time later, Paula, the crazy sister, died in a car accident. Paula's last will and testament directed that all of Paula's property be given to another sister, Rhonda.

1(a). (i) Who owns Cityacre and in what form? (In reaching your conclusion, you should trace the ownership of the property). (ii) How would your answer change if the state allowed unmarried persons to hold as tenants by the entirety and the three sisters had taken title as tenants by the entirety?

1(b). Crusher believes that his portion of the property would be more valuable if there were no co-owners. Should a court divide the property into separate pieces so that each owner can hold separate title?

Assume that Crusher eventually emerges as the owner of the southern half of Cityacre (Southern Cityacre) and Olivia emerges as the owner of the northern half of Cityacre (Northern Cityacre), both in fee simple absolute. The parties built a fence to demarcate the border between the two properties. Randomly, soon after the fence was built, a group of property vandals snuck onto the property and moved the fence ten feet to the north – a fact never noticed by Crusher or Olivia. Over the next eleven years, Crusher raised cattle on his portion of Cityacre. About five years into the eleven year period, Olivia sold her interest to Rhonda. Rhonda was a somewhat absentee owner – spending most of her time deployed as part of the military. Eventually Crusher decided to sell Southern Cityacre to Donny, the mineral speculator. A pre-sale survey revealed that the fence was in the wrong location.

1(c). Can Crusher properly claim title to the extra ten-feet? As a policy matter, should Crusher's claims also extend to mineral rights below the surface of the earth?

1(d). Donny eventually purchases Crusher's property and quickly drills straight down for oil. Most of the oil deposit is pooled below Rhonda's property, but as Donny pumps oil out from under his land, the valuable liquid naturally flows in from Rhonda's side. By the time Rhonda returns from her latest tour of duty, most of the oil that had been under her land is extracted and sold by Donny. What legal arguments could Rhonda use, if any, to obtain some compensation from Donny?

1(e). Eventually Rhonda builds a bungalow house and begins to live on Northern Cityacre. Donny's continued drilling annoys Rhonda because of the constant noise and unsightly drilling equipment. The noise particularly upsets Rhonda because of a rare medical condition that makes loud noises painful. (i) Can Rhonda legally force Donny to stop drilling? (ii) Assuming that Donny & Rhonda come to an agreement (i.e., Rhonda will pay Donny to stop drilling), how would you advise Rhonda to structure the deal in order to ensure that the drilling is permanently abated?

1(f) Rhonda decided that she had been fighting with Donny for long enough and decided to use property law to encourage reconciliation. Rhonda owns Northern Cityacre in fee simple absolute and made the following grant of Northern Cityacre "to my son Silas so long as he marries one of Donny's daughters within five years of this grant, and if he ever obtains a divorce Northern Cityacre automatically transfers to my other son Terrance." At the time of the grant, Silas is aged 18 and unmarried; Terrance is aged 31 and married; Donny has two daughters, both are married. Discuss the various estates granted by Rhonda.

Essay 2 (50 minutes)

Tanya entered into a one-year lease for a downtown apartment with Leo the landlord beginning September 1 with rent of \$500 due by the first of each month. Tanya also paid a security deposit of one month's rent. On September 1, Tanya arrived at her apartment, with all her worldly belongings. Although Tanya had already paid the September rent, the prior tenant, Henry, was still living there. Leo refused to help evict Henry. Tanya ended up staying in a hotel for two weeks waiting for Henry to leave. Finally, she was able to move in on September 16.

Tanya insisted that Leo owed her for the two weeks of expenses in September when she could not live in the apartment. She therefore refused to pay the October rent. Around that same time, several windows were broken in the apartment, allowing rain to enter into the building. Theresa complained to Leo to no avail.

On November 1, Tanya moved-out – immediately informing. On January 1 (after the holidays), Leo visited the apartment for the first time since Tanya had moved-in. He found serious water damage due to the leaky windows. After fixing the problems and cleaning-up some of the items Tanya had left behind, Leo posted a classified "for rent" ad at a cost of \$15 – this time looking for a male tenant. A new tenant (a man) moved-in March 1.

Question: What are the rights and obligations of Leo, Tanya, and Henry?

Essay 3 (20 minutes)

A group of homeowners that live near one another are avidly anti-cigarette. They would like to ensure that their children are never exposed to second hand cigarette smoke or even the sight of a community member smoking cigarettes. What are pros and cons of various approaches that the group could implement to move toward eliminating cigarette smoking in the community?

MULTIPLE CHOICE QUESTIONS
PLEASE SELECT ONLY THE BEST ANSWER.
(50 MINUTES)

- 1 O holds Blackacre in fee simple and subsequently grants Blackacre “to A for life, then to A's children who reach 25 years of age as tenants in common.” At the time of the grant, A has one child aged 15 and her husband is dead. Choose the answer that most accurately describes the impact of the rule against perpetuities.
- A) The grant would not violate the rule against perpetuities because A’s child is already alive and the child’s interest will vest in only 10 years.
 - B) Applying the rule against perpetuities at the time of the grant will eliminate the interest of A’s children and leave A with a fee simple interest in Blackacre.
 - C) Applying the rule against perpetuities at the time of the grant does not affect A’s life estate. However, after A dies, the property will revert back to O (or O’s estate).
 - D) Applying the rule against perpetuities at the time of the grant will only eliminate the interest of A’s unborn children – leaving the first born child with a vested future interest in Blackacre.
 - E) Using a “wait and see” approach, this grant would not violate the rule against perpetuities.

- 2 Neighbors Ralph Lauren and Jack Izod agree in writing that Lauren's land will never be used as a polo-ground and that Izod's lake will never house alligators. Izod then sells his estate to Donatella Versace who promptly stocks the lake with gators. Which option is most nearly correct regarding Lauren's property rights?



- A) Because Lauren holds an easement, he may enter Versace's estate, capture the wild gators and remove them from the property.
- B) Under the law of real covenants, Lauren could not obtain damages from Versace because there is no horizontal privity of estate between the two estates.
- C) Under the law of real covenants, Lauren could not obtain damages from Versace because there is no vertical privity between Izod and Versace.
- D) Lauren could obtain damages from Versace under a traditional equitable servitude action.
- E) Lauren has no cause of action because the agreed-to limitations constitute unreasonable restraints upon alienation of the land.
- 3 This question continues the same fact pattern as in question 2 above. In retaliation Lauren builds a polo-ground on his estate and begins to practice polo each morning. Which option is most complete regarding Versace's rights? (Assume that Versace could prove actual damages caused by the polo playing).
- A) Versace could obtain an injunction under a traditional equitable servitude action to stop Lauren's use of the property as a polo-grounds.
- B) Versace could obtain an injunction under a traditional equitable servitude action to stop Lauren's use of the property as a polo-grounds. In addition, Versace could obtain damages under the law of real covenants.
- C) Under the law of real covenants, Versace could not obtain damages from Lauren because there is no vertical privity between Izod and Versace.
- D) Under the law of real covenants, Versace could not obtain damages from Lauren because there is no horizontal privity of estate between the two estates.
- E) Versace could obtain damages from Lauren under a traditional equitable servitude action.

- 4 The *Kelo v. New London* decision discussed the Supreme Court's 1984 case of *Hawaii Housing Authority v. Midkiff*. In *Hawaii Housing*, the Court allowed Hawaii to take land from private landowners and redistribute the land to other private individuals. Which statement best reflects why this type of taking might not be allowed today in several states.
- A) *Kelo* narrowed the concept of *public use* so that this type of taking would no longer be constitutional under the US Constitution.
 - B) The government no longer has sufficient funding to compensate for the taking.
 - C) In the wake of *Kelo*, several states enacted laws to bar takings that would transfer real property to a private entity.
 - D) *Kelo* creates a constitutional bar to purely private takings that take one person's property for the benefit of another private person without a justifying public purpose, even though compensation would be paid.
 - E) Changes in the composition of the Supreme Court since *Kelo* means that the Supreme Court might change its decision in the future.
- 5 Matlock is about to purchase an historic home from Holmes. In a final walkthrough before closing, he finds \$10,000 that had apparently been hidden under a floorboard for over sixty years. Holmes did not know about the money. Choose the most correct statement:
- A) The money was abandoned by the original owner. Abandoned property is normally granted to the finder. However, in this case Matlock could not claim title to the money because he did not yet own the house.
 - B) The faulty floorboard may make the title unmarketable.
 - C) If the true owner of the money cannot be located, then a court following *Lindner* would consider the money mislaid and award it to Holmes.
 - D) If money is not to be awarded to a finder, a "finders fee" or reward would encourage the finder to act honestly and also encourages efforts to search for lost items.
 - E) Both C and D are correct.

- 6 Gordon has a large backyard and began a Sunday afternoon lawnmower racing series with his roommate Edwards. Although there is no specific covenant against racing, the subdivision Homeowner's association hopes to take some action to stop the frowned upon activity. Choose the most correct answer:
- A) Nuisance law would not apply because subdivision CCRs have largely eliminated the need for such common law relief.
 - B) The racing would not be a nuisance so long as it does not substantially interfere with the neighboring landowners use and enjoyment of their property.
 - C) The racing would not be a nuisance so long as Gordon & Edwards do not intend to cause any harm.
 - D) The Homeowner's association could vote-in a new restriction against lawnmower racing. However, because Gordon & Edwards were already racing, the new covenant could not be applied to stop their activity.
 - E) If the racing is found to be a nuisance, the Homeowners association would likely be required to pay any costs and expenses associated with moving the racing series to a new location.
- 7 Choose the most correct statement regarding property rights:
- A) By their very nature, property rights are alienable. Because it is illegal to buy or sell human kidneys, it would be illogical to say we have property rights in those organs.
 - B) Property rights are often said to exist *ad infinitum* – for eternity. However, it is still possible to hold property rights in a tangible item – such as an orange – that will be gone from the earth within days.
 - C) Coase argued that in a world without transaction costs, people would make bargains and deals resulting in an efficient distribution of resources regardless of the initial property rules.
 - D) Answers B and C only.
 - E) Answers A, B, and C.

- 8 OMICRON holds Blackacre in fee simple absolute and subsequently grants Blackacre “to ALPHA for life, then to BETA.” Choose the most accurate statement regarding the rights of ALPHA, BETA, and OMICRON.
- A) At the time of the grant, BETA holds no present possessory rights. However, BETA does have a vested future interest in Blackacre.
 - B) BETA holds an executory interest that will vest upon ALPHA’s death.
 - C) If BETA dies before ALPHA, then Blackacre will revert to OMICRON upon ALPHA’s death.
 - D) ALPHA can extinguish BETA’s future interest by selling Blackacre to GAMMA.
 - E) Answers B and C only.
- 9 Mallory is over 70 years old and is considering how to distribute her worldly possessions. One morning after thoughtful reflection, Mallory gives her safe deposit box keys to her longtime caretaker Nightingale – intending that Nightingale become the owner of the box contents. Later that day, Mallory almost dies in a freak shuffleboard accident -- but survives. Choose the most accurate statement.
- A) Because she did not die, Mallory may now rescind the gift *causa mortis*.
 - B) If Mallory’s heirs later dispute the gift, a key factual dispute would likely be whether there was *actual* delivery of the contents of the box.
 - C) If Mallory’s heirs later dispute the gift, a key legal dispute would likely be whether transfer of the keys operates as a *symbolic* delivery of the contents of the box.
 - D) The gift is - at most - a future interest in the contents of the box because it will take some time for Nightingale to arrive at the bank.
 - E) None of the above is accurate.

- 10 Bree purchases a diamond ring from Lynette using a fraudulent check. Bree then immediately sells the ring for value to Carlos (a *bona fide* purchaser) who, in turn, gives it to Gabrielle. Like Carlos, Gabrielle does not know that the ring was purchased fraudulently by Bree. Bree has now left town and Lynette wants her ring back. Choose the best answer regarding rights to the ring.
- A) Because Gabrielle received the ring as a gift, Gabrielle must return it to Lynette.
 - B) Bree could not transfer good title to Carlos because she herself did not hold good title.
 - C) As a bona fide purchaser from a voidable title holder, Carlos received full title to the ring.
 - D) Lynette has no cause of action.
 - E) Answers A and B only.
- 11 Trump held fee simple title to Blackacre. Needing money, Trump first obtained a loan from Potter. Then, later that day, Trump obtained a loan from Weasley. In return for each loan, Trump granted mortgages in Blackacre to Potter and Weasley respectively in turn. Both mortgages were recorded the next day, but in reverse order. (I.e, Weasley's was recorded first, then Potter's). Sometime after the mortgages were recorded, Trump agreed to grant Black an easement over Blackacre as an alternative way to enter his property. If Trump defaults on the loans, which statement is most accurate regarding the rights of Potter, Weasley, and/or Black?
- A) Based on the recording times, Weasley has a stronger claim to title than Potter regardless of whether the recording statute is a race statute or race-notice statute. (Ignoring issues of inquiry notice)
 - B) In a jurisdiction with a pure race recording statute, Weasley's claim to title would be weakened by proof that he had knowledge of the mortgage to Potter.
 - C) Assuming that Weasley forecloses and sells Blackacre at auction, the new purchaser would take subject to Black's easement.
 - D) Weasley is on inquiry notice of Potter's security interest.
 - E) Answers A and B only.

- 12 Penelope holds a life estate in Cephalonia and her son Telemachus holds the vested remainder. A portion of the estate is along the Marathon route. Recognizing a business opportunity, Penelope decides to build a strip-mall along the route. Choose the best answer.
- A) Penelope has a right to partition of the estate so that she can have the freedom to develop her portion of the estate.
 - B) The strip-mall is a form of permissive waste and Telemachus may demand compensation.
 - C) Although the strip-mall may increase the value of the life estate, it may greatly reduce the future value of the property. (30 year old Strip-malls, for instance, look awful.) In that case, a court could issue an injunction to stop the waste.
 - D) Penelope may avoid future conflict with Telemachus by purchasing his remainder interest in the estate. In that case, Penelope's life estate would merge with the remainder to form a fee simple absolute estate.
 - E) Answers C and D only.
- 13 Mr. Ali Katt owns a number of lots that have been empty for decades. Jones has no money, but decides to take-over one of the lots. Over the next eight years, Jones painstakingly builds a new house by hand using only materials in the local dump. When Professor Green moved to town, he immediately fell in love with the Jones house. Jones agreed to sell his interests in the estate to Green, and Green moved in immediately after closing. Green lived in the house for eight years when Mr. Katt finally acted on the problem and asked the Courts to order Mr. Green off of the property. Select the most accurate statement.
- A) Although neither Jones nor Green occupied the property for the statutory ten years necessary to establish adverse possession, the requisite time may have still been established through the use of tacking.
 - B) If adverse possession is found, Jones and Green would co-own the property because neither of them held possession for the statutory ten year time period.
 - C) The possession could have been "open and notorious" only if Mr. Katt knew that Jones & Green were attempting to obtain title via adverse possession.
 - D) Green's possession could not be considered "continuous" under the law of adverse possession because he left for work each weekday and also vacated the house for three weeks each August.
 - E) If the court delays in deciding the Mr. Katt's case for two more years, Green will have been living in the house for ten years – thus allowing him to establish adverse possession without tacking.

- 14 O holds Blackacre in fee simple and then grants Blackacre “to X and his heirs as long as the property is not offered for sale, then to Y and her heirs.” Select the answer that most likely describes the rights of O, X, and/or Y.
- A) X has a fee simple estate subject to Y’s executory interest. Y’s estate automatically becomes possessory when the land is offered for sale.
 - B) The restriction on offering the property for sale is an unreasonable restraint on alienation and would not be enforced, leaving X with title to Blackacre in fee simple absolute and Y with nothing.
 - C) Y’s heirs hold a future interest in Blackacre.
 - D) The restriction on offering the property for sale is an unreasonable restraint on alienation and would not be enforced, leaving X with a life estate and Y with a vested remainder.
 - E) Y’s interest violates the rule against perpetuities, and thus O has a possibility of reverter.
- 15 SR owns YellowField in fee simple absolute. For his son JR’s 21st birthday, SR made the following grant of YellowField: “to my wife MS for life estate, but if JR graduates from the University of Missouri Law School before I die, title to YellowField will automatically pass to JR in fee simple absolute with the understanding that the property will be used as a residence.” Select the best answer.
- A) One likely interpretation of the grant would render the clause “with the understanding that the property will be used as a residence” as merely aspirational and thus having no legal affect on the title.
 - B) SR can rescind his gift to JR until the time that JR graduates from the University of Missouri Law School. Prior to that point in time, the gift of property will not yet have been “delivered.”
 - C) JR’s estate vests as a present possessory estate as soon as he graduates from the University of Missouri Law School.
 - D) Answers A and B only.
 - E) Answers A and C only.

- 16 *Pierson v. Post*: Post had chased the fox all day and was on the verge of capturing the animal when Pierson arrived, killed the fox, and walked away with the carcass. Who is awarded title to the fox?
- A) Pierson, because he was a poor farmer and needed the income from the fox reward.
 - B) Pierson, because he was the first to truly take possession of the fox.
 - C) Post, because he had expended so much effort on the chase while Pierson hardly put forth any effort at all.
 - D) Post, because he is the most likely to put the fox to good use.
 - E) Because it is a difficult case, the parties share the reward.
- 17 Newlyweds sign a contract to purchase a home and submit a deposit of \$5,000 to be held in escrow and used as liquidated damages if the buyer breaches contract. The sale contract did not include an inspection clause, however the Newlyweds hired an inspector anyway who found several cracks in the wall hidden by a recent paint job. Newlyweds want to escape from the contract and want their \$5,000. Select the option that most accurately states the Newlyweds' legal rights.
- A) The cracks devalue the house and consequently the title would be found unmarketable. Newlyweds should receive their money back.
 - B) Under modern law the seller has a duty to disclose all material defects in a home. Because the seller breached that duty, Newlyweds should receive their money back.
 - C) A court could find that the fresh paint-job constitutes an intentional misrepresentation and/or fraud, however, the paint-job might alternatively be seen as a form of puffery.
 - D) Modern law is moving away from the doctrine of caveat emptor and toward a requirement that a seller disclose known material latent defects. Depending upon their severity, the hidden cracks could be considered material latent defects.
 - E) Answers C and D.

- 18 North Missoula is considering adopting a marketable title act that requires the holders of old liens, easements, and restrictions to re-record every thirty years or else face the risk that a subsequent purchaser will not be subject to the encumbrance. Choose the answer that best justifies the Act.
- A) The Act would ease the strain on county offices because they would no longer need to maintain ancient records in pristine searchable form.
 - B) The Act would help free land from encumbrances that are not providing any benefit to the intended beneficiary.
 - C) The Act could help lower the cost of title insurance and also the cost of searching the title.
 - D) Answers A, B, and C.
 - E) Answers A and C only.
- 19 When Smithton purchased Blackacre, Smithton also granted a mortgage to the Bank in return for a loan. The Bank promptly recorded the mortgage. Several years later, Smithton's name is legally changed to Jonesy. (Jonesy did not, however, directly inform the Bank or the county recorder of deeds). Just before permanently moving to Honduras, Jonesy sells Blackacre to Buyer. Buyer promptly records the deed as a transaction from Jonesy to Buyer. The Buyer had no knowledge of the original mortgage until the sheriff hand-delivered a foreclosure notice. Select the most accurate statement regarding the dispute between Bank and Buyer.
- A) In a jurisdiction with a notice recordation statute, Buyer's purchase would not be subject to the mortgage because Buyer had no knowledge of the mortgage.
 - B) Buyer recorded a wild deed. A title search should have put Buyer on notice that Blackacre was not recorded in Jonesy's name. Therefore the Bank's mortgage takes priority over Buyer's subsequent purchase.
 - C) A recording system that indexes deeds by land tract likely would have prevented this dispute because a pre-purchase title search by Buyer would have discovered the mortgage.
 - D) The Bank is at fault for failing keep track of Smithton's name change and then re-recording the mortgage under Jonesy's name.
 - E) Answers B and C only.

- 20 O holds Orangeacre in fee simple absolute. O subsequently grants “to A, but if alcohol is served on the property anytime in the next twenty years then B has the right to enter and take possession.” Select the answer that most accurately and precisely describes A’s estate.
- A) A holds the estate in fee simple subject to a condition subsequent that would entirely divest A’s property interest.
 - B) A holds the estate in fee simple determinable.
 - C) A holds the estate in fee simple subject to an executory interest that may be exercised at B’s option once the stated condition is met.
 - D) A holds the estate in fee simple subject to an executory interest that automatically divests the estate once the stated condition is met.
 - E) Because B’s future interest violates the rule against perpetuities, A holds the estate in fee simple absolute.
- 21 Tenant is upset because the common hallway of his apartment building is always full of boxes and trash – making it quite difficult for Tenant to reach his apartment door. Select the answer that best describes Tenant’s rights.
- A) If the boxes and trash cause a significant interference with Tenant’s ability to enjoy possession, then he has been constructively evicted.
 - B) Any tenant can always abandon their rental property and only lose the deposit amount, so long as notice is given to the Landlord
 - C) If the boxes and trash create a public health hazard, Landlord may be in violation of an implied warranty of habitability, regardless of whether the boxes and trash belong to the Landlord
 - D) Constructive eviction cannot occur until Tenant has vacated the property.
 - E) Answers C and D only.

- 22 An elderly widow places a newspaper advertisement for a room to rent. The advertisement indicated that the preferred tenant would be a “young single Christian woman.” Chose the answer that best reflects potential violations of the Fair Housing Act of 1968.
- A) The FHA excludes small-time landlords from its coverage. Thus the widow would not face any liability.
 - B) Although the FHA provides some exclusions for small-time landlords, those exclusions do not protect the widow from charges associated with the posting of facially discriminatory advertisements.
 - C) The newspaper could be liable under the FHA for posting the widow’s discriminatory advertisement.
 - D) Answers B and C only.
 - E) Answers A and C only.
- 23 Ralph owns two adjoining lots. He sold one to Fonzie. And later sold the other one to Ritchie. A sewer drain had been installed years before to drain wastewater from Fonzie’s new lot. A portion of the sewer line runs over Ritchie’s lot. Ritchie wants to build a new building and the drain is in the way. The original deed said nothing about rights to the drain. What factual issue(s) will likely be most hotly disputed if a legal dispute arises between the parties?
- A) Whether Fonzie and Richie’s estates derived from a common owner.
 - B) Whether an easement to use the sewer was reasonably necessary for the enjoyment of Fonzie’s property.
 - C) Whether an easement would place an undue burden on Ritchie’s use and enjoyment of his property.
 - D) Answers B and C only.
 - E) Whether Fonzie’s use of the easement has been continuous.

- 24 In 1890, Yao granted Kweku an easement appurtenant so that Yao could reach a public road from his home. Of course, at that time, travel was by foot or by horse & carriage. Kweku's ancestors now want to subdivide Kweku's property into 50 individual lots that would each receive the right to use the easement. Choose the answer that **LEAST** reflects whether the current owners of Yao's original estate must allow this expanded use of the easement.
- A) The servient estate holders would have no cause of action even if a shopping center was also built on one of the individual lots.
 - B) It is presumed that parties intend for the scope of an easement to evolve to accommodate changing technology. Thus, a court could allow the easement to change from a foot and horse path to one that carries automobiles.
 - C) With urban sprawl, it is expected that rural lots will be divided and transformed into suburban lots. Thus, a court could allow the easement to be divided from serving on large residential estate to serving 50 smaller residential estates.
 - D) Generally an easement holder can expand its intensity of use of an ingress and egress easement, so long as the expanded use does not overburden the servient estate.
- 25 After signing a contract to purchase title to Maroonacre, Hugh discovers a private restriction that would prohibit the building of multistory homes on the property. Select the most accurate answer.
- A) This encumbrance would not serve as a legal impediment to a deal if Hugh's contract is to purchase a quitclaim deed.
 - B) This encumbrance would not serve as a legal impediment to a deal if the contract to purchase makes the transfer subject to the aforementioned private restriction.
 - C) The encumbrance causes the title to be unmarketable.
 - D) Answers B, and C are accurate.
 - E) The encumbrance would only cause title to be unmarketable if there is a multistory home on Maroonacre. .

END