

Question 1

1. Anakin(A) can argue under McIntosh that Deetoo(D) is an aboriginal that cannot sell Treeacre(TA) legally, but can merely hold "occupancy." Also, he can argue that he conquered the land when he planted the flag. Therefore, A acquired TA by discovery. D can argue that he's part of a civilized nation, and only through purchase (unsuccessful) or agreement (no agreements made) could the land be taken from him; that the land is still his "from the heavens, all the way to hades." Under McIntosh, A wins.

2. A can argue that he was first in time, when he drilled the unobtainium. D can successfully argue for Trover (monetary damages) due to A's illegally drilling horizontally. D can argue that nuisance-- an act on the defendant's land that substantially and unreasonably interferes with D's use of his land, occurred. Here, it would actually reach strict liability trespass, due to the physical interference with D's unobtainium. The land may become sinkholes due to drill, and, D could obtain an injunction against further drilling.

3. Blaster(B) can argue the Labor/fairness (Lockean), that he deprived "natural liberty" of the fox, with intent to take; and now has ownership. Further, B could argue that under the rule of acquisition through pursuit, he had reasonable prospect of taking the animal. Under Pierson, B lose to D, due to trespassing/ racione Soli. D had constructive possession of the fox, it was taken on his property. A and Cameron (C) can both argue Efficiency/First in Time (Puffendorf/Grotius), A against B&D, C against A, because though D had Constructive possession, the fox passed to A's land. Also, C can argue A "left it on the ground" and never took control, making it C's. Most likely C wins.

4. C has right to terminate the Tenancy "at Will" (TAW). Under CL, no notice of termination was required; modern statutes require 30 days notice. B could argue Retaliatory eviction, due to complaining lost fox, but the complaint regarded fox, not the lease. Here, having already paid, B could obtain trover, for the lease payment he already made, but C had the right to terminate the TAW.

5. Tenancy in common is conveyable, and B conveyed Closeacre(CA) interest to C. C and A shared separate but undivided interests. No right of Survivorship because Cameron is dead and had no descendents, A has right to possess all CA and can obtain fee simple absolute, through lawsuit.

6. A and C created a Joint tenancy in common and both held separate but undivided interests. Both had all 4 unities, concurrent interests vested at same TIME; acquired concurrent interests under same TITLE/DEED; had identical percentage share of concurrent state (INTEREST); had identical share respecting duration, quality and right to (POSSESSION). Further, unless survivorship is explicitly created, the courts will not imply C's wife has a right to his interest. At C's death, A had right to possess all Faracre (FA), and through lawsuit, he will obtain the land in fee simple absolute.

Question 2

1.

- Braintree(BT)- Cashington(C) Present interest: Life Estate, Future interest: Damilton(D) has vested remainder in fee simple, and Adams(A) has a reversionary interest if D and all his relatives are dead before C dies.
- Vernon(V)- Present interest: C Life estate, Future interest: D vested remainder in Fee Simple Subject to Excutive Limitation (FSSEL) of "so long as... using for agricultural pruposes," Efferson(E) shifting executive interest in fee simple if D doesn't use for agriculture.
- Monticello(M)- Present interest: Gason(G) Fee simple subject to executive limitation of "but if not used for... education," Future interest: (A) vested remainder in fee simple subject to executory limitation "if A survies C," E has a contingent remainder that follows, first the excutive limitation of education on G, and then to the condition precedent of suvivorship between A&C.
- Gunston(GN)- C life estate, A&E both have contingent remainders in fee simple subject to condition subsequent of getting along with D. G has possibility of reverter (which vest instantly).

2.

- Braintree(BT)- C has fee simple absolute, because D conveyed his vested remainder in fee simple to C on July 1, 1790. • Gunston(G)- Nothing changed, at Common Law, E cannot convey a defeasible future interest, and E's interest in G is a contingent remainder (he shouldn't have given BT away without consulting a lawyer).

3.

- Braintree(B)- Present interest: D has fee simple because C gave up life estate interest to G, then died, under life estate pur autre vie, G's life estate interest is based on C's life. Vernon(V)- C died, D had fee simple subject to executory limitation(EL) of farming use, and can argue that though it is "dormant" it isn't used for anything else. The court attempts to determine the original parties intent, most likely, dormant V doesn't satisfy the EL on D; however, the courts have held that land not in use doesn't breach the will if there is nothing in the will speaking to non-use. Most likely the court will consider this to breach the EL; and therefore, E has a shifting executory interest in the land, but because E showed no interest in the land "no one entering," PRESENT INTEREST: D still maintains fee simple subject to the executory interest of E. If E showed interest, and the court found dormancy didn't breach the EL, E (remainderman) could sue under the theory of waste.
- Monticello(M)- G stopped using M for a farm and was divested of his interest. A outlived C and this condition precedent shifts E's contingent remainder to a

executory interest in fee simple, but E must act on his right in order to obtain fee simple. Present interest: G fee simple subject to the shifting executory interest of E.

- Gason(GN)- E outlived A and satisfied this condition precedent. E now has fee simple subject to condition subsequent(CS) of getting along with D, but E breached the CS when he called D "Creole bastard brat of a Scotch pedlar." Therefore the land immediately reverted back to G. G has fee simple.