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**1) Property interest of Oscar, Lenny, Paul, Sally, Martha.**

**Oscar's FSD**

O's conveyance preserved his right of reentry in the property. Oscar must exercise this right in order to preserve it.

**Oscar's transfer to Martha and Lenny**

Joint tenancy (JT)

JT is created by four unities : Time, title, interest, and possession. To create a JT, the document must expressly state that intention. The JT creates a right of survivorship granting the entire property to the remaining tenant.

Here, Oscar "O" had Greenacre in fee simple. Oscar conveyed the property to Martha "M" and Lenny "L" as joint tenants with right of survivorship. Assuming this conveyance was one document, this meets the time, title, interest and possession, as well as the "magic words" necessary to create the right of survivorship. Each M & L have Greenacre as JT, with right of survivorship, meaning each has a 50% interest in 100% of the property, until one of them dies. However, this conveyance is defeasible, meaning M&L's interests are subject to neither of them destroying the JT by an inter vivos conveyance. This leaves O a right of reentry, which must be exercised on conveyance.

Rule Against Perpetuities "RAP"

Here, the RAP is not violated by the defeasible JT because O's right of reentry will vest if at all, within 21 years of death for those now living.

**Martha's transfer to Paul**

Destroying a joint tenancy

A joint tenancy can be terminated by death of one of the parties, or an inter-vivos conveyance.

Here, M conveyed all of her interest to P without L's knowledge. M was alive at the time, so this is an inter-vivos conveyance and destroyed the Joint tenancy. Thus, O's right of reentry has vested because the JT has terminated. If O fails to exercise his right of reverter, the failed joint tenancy would result in L and P being tenants in common. Lenny believed he owned the property in fee simple absolute because the joint tenancy had terminated, but he was mistaken, because it terminated on M's inter-vivos conveyance, severing the JT, instead of M's death, in which case the property would have gone to L. L's paying the property taxes does not change the nature of title.

**Paul's Lease to Sally**

Tenancy of Years

A tenancy of years is a lease with a set beginning and end point, not necessarily for a calendar year. Here, P leased to S for a two-year lease at \$500 per month. The tenancy of years terminates immediately at the end of the term, and according to the facts, S stayed beyond the end of her two year term.

Holdover tenancy

When a tenancy with a set end-date terminates and the tenant continues to stay on the property, a holdover tenancy is created, giving the landlord the right to continue collecting rent on a set basis. Here, S stayed over the two years she was entitled to in the lease, but did not pay rent or 3 months, despite her occupation of greenacre.

Tenancy at will

A tenancy at will is typically month-to-month, and can be terminated by either party. Here, when P confronted S, they did not agree to a new lease. S paid 3 months back-rent for her occupancy and resumed paying on a month-to-month basis. This created a tenancy at will. Either S or P can terminate this tenancy at any time.

S's remaining interest is a tenancy at will.

### **Conclusion**

O- Here, O created a fee simple defeasible by conveying to M&L as JT. Because the JT was destroyed by M while living, a TIC was created between P & L. Had M died before conveying the interest, the right of survivorship would have vested, and L would have owned Greenacre outright. However, because of M's inter vivos conveyance, O maintains a right of reentry, which he must actually exercise in order to preserve that right. Based on the lease between P & S being 2 years, O may lose his claim via adverse possession or sale to a bona fide purchaser for Value (BFP) if he does not act on his right. O has not acted on his right of reentry, and because there are no facts indicating that the state requirements for adverse possession have been met or that a BFP is interested in the property, O maintains a right of reentry.

M- M had a joint tenancy subject to her not conveying the property. However, on her conveyance, the JT was destroyed, creating a TIC between P&L. M takes nothing for 2 reasons: because she conveyed her property and even if she hadn't conveyed it, she predeceased L. Either way, M's estate has no rights in Greenacre.

L- has a 50% interest in Greenacre as TIC with P. See creation of TIC above.

P- has a 50% interest in Greenacre as TIC with P. See creation of TIC above.

S- Has a tenancy at will (see progression above) because her term of years tenancy ended, creating a holdover tenancy, which transferred into a tenancy at will when she and P failed to agree to a new lease, but began paying month-to-month.

## 2) Lenny's likelihood of getting accounting and contribution?

### Tennants in common

Tennants in common each own a 50% interest in 100% of the property. Each is entitled to the proportionate share of rents and profits from the property, as well proportionate liability for property taxes. Each also owes the other tenants an accounting upon request.

Here, P & L are tennants in common. P has been leasing greenacre to S, without L's knowledge. L is entitled to ask for a 1/2 of the property taxes, as well as 1/2 of the rent for the time S has been leasing greenacer. From the facts, this would be two years plus her holdover-tenancy. The fact that L has largely ignored greenacre until his recent attempted sale does not void his interest in the property, because he has not been ousted by P. There are no facts that Paul openly or hostilely denied L his entitlement to greenacre for a statutory period, so the TIC between P&L is sound. As TIC, P owes L an accounting of the rents and profits, as well as liabilities obtained from greenacre dating back to the creation of the TIC.

Therefore, L should get the accounting and contribution from P.

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