

**FINAL EXAM**  
**CAPITAL UNIVERSITY LAW SCHOOL**  
**PROPERTY II-A**  
**SPRING 2001**  
**Professor Hirsch**

Professor's Instructions: *Read Carefully*

1. At the beginning of this exam, you should have the following:
  - a. This 13-page exam packet.
  - b. A scantron form sheet for the multiple choice questions.
  - c. A #2 pencil to mark the scantron sheet, and a pen for writing the narrative portion of the exam.
  - d. Answer books.
2. *Please write your exam number on the front of your envelope, the upper right hand corner of your exam packet and on each of your answer books.*
3. *Please fill in the identifying information on your scantron form by following the directions on the instruction sheet.*
4. This is a three-hour (3:00) examination. It consists of a multiple choice section and two essays. I recommend that you spend 50 minutes on the multiple choice questions; 60 minutes on Essay I; and 70 minutes on Essay II. In grading the exam, I will allocate points roughly in proportion to these recommended time allocations. Manage your time wisely. Make sure that you reserve enough time to complete all portions of the exam fully.
5. The multiple choice questions are to be answered only on the multiple choice scantron answer sheet. Mark your answers on the scantron form by filling in the space for the letter that corresponds to the best answer for each question. If you erase, do so thoroughly. Otherwise the computer may grade your response incorrectly. Answers written on the exam packet itself will not be considered.
6. Write all your narrative answers on the colored answer books. Begin each essay with a new answer book. If you write more than one answer book for a given essay, number the books sequentially (e.g. Essay I, book 1; Essay I, book 2; etc.) Answers written on the

exam packet itself will not be considered.

7. At the conclusion of the exam, please insert your exam packet, answer books, and scantron sheet into the envelope provided and then return the envelope to me. If you finish your exam early you may bring it to me in my office, Room 608. Otherwise, I will come to collect your exam at the end of the exam time. **You may not copy or otherwise reproduce the exam packet.**

Good luck and have a great summer!

**MULTIPLE CHOICE**  
**50 minutes**

**Instructions:** In answering these multiple choice questions you should select *the best answer from among those provided.*

Question 1: Whiteacre had been in Oscar Owner's family for generations and he owned it in fee simple. One day, when he was feeling especially generous, he signed and dated a deed conveying his entire interest in Whiteacre to his 18-year-old grandchild, Gabriela. Oscar then put the deed in an envelope with Gabriela's name on it and stored it in his personal safe. He never told anyone about the deed. Several years later, Oscar became short on money. To raise some funds, he sold Whiteacre by quitclaim deed to Paul Purchaser, a friend, who entered into possession. Subsequently, Oscar died. The executor of his estate opened the safe and saw the envelope addressed to Gabriela. He promptly forwarded the deed to her. Gabriela then brought a quiet title action against Paul asserting her claim to the property. The most likely result of this action will be that:

- (A) Paul will win because Oscar never delivered the deed to Gabriela.
- (B) Paul will win because, while Oscar put the deed into escrow, he retained the power to revoke.
- (C) Paul will win because Gabriela did not know about the deed until after Oscar's death.
- (D) Gabriela will win because Paul received only a quitclaim deed from Oscar, and Oscar had no interest left to convey to him.
- (E) Gabriela will win because it was Oscar's intent that Whiteacre remain in the family.

Question 2: In 1995, Polly Purchaser bought a single-family home on a half-acre of land for \$150,000. Since Polly only had \$15,000 available as a downpayment, she took out a 30-year mortgage loan from Bankers & Co. for the remaining \$135,000. Polly made all payments due to Bankers & Co. under the Note until January, 2001, when she lost her job and defaulted on the loan. Shortly thereafter, Bankers & Co. foreclosed on the property and held a lawful foreclosure sale at which the property sold for \$175,000. Assume that, at the time of the foreclosure sale, Polly still owed Bankers & Co. \$115,000 in debt principal and had not taken out any other mortgages on the home. The amount of the proceeds from the foreclosure sale payable to Polly should be:

- (A) \$60,000

- (B) \$45,000
- (C) \$40,000
- (D) \$15,000
- (E) \$ 0

Question 3: An “enabling act” is best defined as:

- (A) A statute that enables the State to pass zoning ordinances.
- (B) A statute that delegates zoning authority from the State to the locality.
- (C) An action of the local zoning authority that allows land owners to exceed the zoning restrictions for their area.
- (D) An action of the local zoning authority that triggers the zoning ordinance and brings it into effect.
- (E) None of the above.

Question 4: In 1910, Otto Owner conveyed to Loretta Lessee a 99-year lease in Redacre, an undeveloped tract of land that he owned in fee simple. The lease was duly recorded. Loretta had intended to develop the land for commercial purposes but the conditions never seemed right and so she never entered into physical possession of the property. In 1920, Otto conveyed his entire remaining interest in Redacre to Betty Buyer by deed that expressly mentioned his lease agreement with Loretta. In 1930, Betty conveyed her interest in Redacre to Polly Purchaser by deed that made no mention of Loretta’s lease. In 1945, Polly conveyed her interest in Redacre, which was still unoccupied and undeveloped, to Sam Speculator by deed that also did not mention Loretta’s lease. Sam held onto the vacant land for many years waiting for the right developer to come along and purchase it from him. In early 1988, Daisy Developer became interested in building a subdivision on Redacre and entered into a contract with Sam Speculator to buy it. Prior to closing, she conducted a title search and reviewed all recorded documents as far back as the 1920 deed from Otto Owner to Betty Buyer. Following the closing on May 1, 1988, Daisy commenced building a housing subdivision on the land.

In 1989, Loretta’s heirs (who inherited Loretta’s entire interest in Redacre) brought suit against Daisy asserting that they were entitled to possession of Redacre until 2009 under the 99-year lease from Otto to Loretta. The jurisdiction in which Redacre is located, and under whose laws the suit will be decided, has a “marketable title” statute with a “root of title” search period of 40 years. There are no adverse claims in the record other than Loretta’s (and her heirs’) claim under the 1910 lease, and Loretta’s heirs have never filed a “notice of claim” with respect to the

leasehold interest. The most likely result of Loretta's heirs' suit against Daisy is that:

- (A) Daisy will win because she has a clear chain of title back to her "root of title" which is 1948.
- (B) Daisy will win because she has a clear chain of title back to her "root of title" which is the 1945 deed from Polly to Sam.
- (C) Daisy will win because she has a clear chain of title back to her "root of title," which is the 1930 deed from Betty to Polly.
- (D) Loretta's heirs will win because the 1920 deed from Otto Owner to Betty Buyer, which Daisy reviewed as part of her title search, should have put her on actual notice of Loretta's leasehold interest.

Question 5: Abner owned Blackacre in fee simple and lived on the property. One day, Abner decided to make some improvements to his home. Lacking the necessary funds to do so, he took out a home improvement loan from the Small Town Bank and secured it with a mortgage on Blackacre. This mortgage interest was not recorded. Some years later, Abner conveyed Blackacre to Brenda in fee simple by general warranty deed. This deed, which was recorded, failed to mention Small Town Bank's mortgage interest in the property and Brenda had no knowledge of this title defect. Brenda soon wanted a larger home. She accordingly sold Blackacre to Charlie in fee simple by special warranty deed that was promptly recorded. This deed, too, failed to mention the Small Town Bank mortgage interest since Brenda did not know of it. Several years later, Charlie decided to sell Blackacre to Diana. Diana had a friend who worked at Small Town Bank and, in casual conversation, happened to mention to him that she was interested in purchasing Blackacre. Her friend informed her of Small Town Bank's mortgage interest in the property. When Diana brought this to Charlie's attention he had to reduce the purchase price by \$25,000 (the amount still remaining to be paid to Small Town Bank). Charlie has now sued Brenda for violation of the covenants in her deed to him. He seeks damages of \$25,000. The most likely resolution of this lawsuit will be that:

- (A) Charlie will win because he did not receive from Brenda the full property interest that he thought he was purchasing.
- (B) Charlie will win because Brenda breached the warranties in her deed to Charlie.
- (C) Brenda will win because she conveyed the property to Charlie by special warranty deed, not general warranty deed.
- (D) Brenda will win because she made no affirmative misrepresentations to Charlie.

Question 6: Allison owned Whiteacre in fee simple but did not live on the property and failed to inspect it for long periods of time. During one of these periods, Victor began living openly on

the property, improved it and met all the requirements for adverse possession in that jurisdiction. Subsequent to Victor's meeting these requirements, Allison sold Whiteacre to Bob by warranty deed. After the purchase, Bob inspected the property and found Victor living there. Bob brought an action for ejectment against Victor. However, the court recognized that Victor had gained good title to Whiteacre through adverse possession and Bob lost the suit. Seeking some redress, Bob now wants to sue Allison for breach of the covenants in the warranty deed from Allison to Bob. Out of the following covenants in the deed, which would be the most appropriate one for Bob to sue under:

- (A) The covenant of seizin.
- (B) The covenant of right to convey.
- (C) The covenant against encumbrances.
- (D) The covenant of further assurances.

Question 7: "Cumulative zoning" exists where:

- (A) The legislature passes a new zoning ordinance that adds restrictions onto those imposed by a prior ordinance.
- (B) The zoning scheme segregates different types of uses so as to prevent harmful externalities from occurring.
- (C) Under the zoning scheme, lesser-impact uses can be placed in areas zoned for greater-impact uses.
- (D) None of the above.

Question 8: On **May 1, 1998**, Olivia Owner conveyed Greenacre, a parcel of open fields, to Diane Developer for \$15,000. Diane neither recorded the deed nor entered into possession of Greenacre. A few weeks later, Fred Farmer happened to be passing by Greenacre and saw that it was unoccupied. Believing that Olivia still owned the land, he approached her about purchasing it. Without telling Fred that she had already sold the land to Diane, Olivia conveyed Greenacre to Fred for \$12,000 on **June 1, 1998**. Fred did not record the deed, but he did enter into possession and began farming the land. On **September 1, 1998**, Diane saw that Fred was farming the land. She went down that day to the county recorder's office and recorded her deed from Olivia. On **October 1, 1998**, she went to see Fred and told him to get off her land. Fred insisted that it was *his* land and, just to be sure, went that day and recorded his deed from Olivia. Diane then brought a quiet title action against Fred asserting her claim to the Greenacre. *The jurisdiction under whose laws the suit is to be decided follows the "notice" rule of recording priorities.* The most likely result of Diane's action is that:

- (A) Fred will win because his possession and farming of the land provided notice to Diane of his claim to it.
- (B) Fred will win because he knew nothing of Diane's purchase at the time he paid \$12,000 for Greenacre.
- (C) Diane will win because she was the first to provide record notice of her purchase.
- (D) Diane will win because she was the first to purchase the land from Olivia.

Question 9: For the purposes of this question, assume that the facts are the same as in Question 8 up until and including the events of **September 1, 1998** only. Now assume that on **September 10, 1998**, Bob Buyer became interested in purchasing Fred's interest in Greenacre. He performed a title search and saw in the record Diane's deed from Olivia (which Diane had recorded on September 1). Undeterred, he went ahead with the deal and bought Fred's interest for \$13,000 on **September 20, 1998** and recorded his deed that day. On **October 1, 1998**, Diane, who had become aware of Bob's purchase from Fred, brought a quiet title action against Bob asserting her claim to Greenacre. *As in Question 8, the jurisdiction under whose laws the suit is to be decided follows the "notice" rule of recording priorities.* The most likely result of Diane's action is that:

- (A) Bob will win because Fred was in actual possession of the land at the time that he sold it to Bob.
- (B) Bob will win so long as this jurisdiction follows the "shelter rule."
- (C) Diane will win because Bob had record notice of her claim at the time that he purchased Greenacre.
- (D) Diane will win because she purchased Greenacre before both Fred and Bob.

Question 10: The area around Albany in upstate New York is home to a growing number of dairy farms. It is also the watershed for the Hudson River, the source of fresh drinking water for New York City. A study commissioned by the New York State Legislature has shown that rainwater run-off from dairy farms in the Albany area is polluting the Hudson River with animal waste and is threatening the quality of New York City's drinking water. In response to the report, the State Legislature has made a formal finding that dairy farming in the Hudson's watershed threatens the City's drinking water and has passed a statute prohibiting the construction or operation of any new commercial dairy farms within twenty miles on either side of the Hudson River. The statute does not provide for any compensation to the affected landowners. Doug Dairyman purchased land in upstate New York prior to the passage of the statute with the intention of opening a commercial dairy farm on the property. His property is within the twenty-mile limit and the statute will prevent him from building and operating the farm as he had planned. Doug brings suit under the U.S. Constitution challenging the New York

Statute as an unconstitutional taking of private property without just compensation. Applying the Supreme Court's decision in *Lucas v. South Carolina Coastal Council* (the case involving South Carolina's regulation of beachfront property), which of the following is the most accurate assessment of Doug's chances of success in his lawsuit:

- (A) He will likely succeed in his taking claim so long as he can show that the statute renders his property valueless.
- (B) He will likely succeed in his taking claim so long as he can show that the statute renders his property valueless *and* that dairy farming is not a nuisance under New York State common law.
- (C) He will likely succeed in his taking claim so long as he can show that the statute diminishes the value of his property *and* that dairy farming is an important industry for New York State.
- (D) He will likely lose on his taking claim because the Legislature has made a formal finding that dairy farming threatens the quality of New York City's drinking water.
- (E) He will likely lose on his taking claim because the statute takes his property for a valid "public use."

The following facts govern Questions 11 and 12: On May 1, 1999, Sam Seller and Betsy Buyer signed a contract in which Betsy agreed to purchase Sam's home and the four-acre parcel of property on which it stands for \$200,000. The contract stated that Betsy takes the property "as is" and that she agrees to purchase the property "subject to all restrictions and easements of record." The contract contained no express provision regarding marketability of title. The parties set a closing date of July 1, 1999.

Question 11: For the purposes of this question only, assume that in early June, 1999 Betsy learns that the property is subject to a long-standing zoning ordinance that requires all residential buildings to be set back from the road by at least 25 feet. She further learns that the home she has agreed to purchase is only set back 20 feet from the road. Betsy brings this new piece of knowledge to Sam and asks that he lower the price they had agreed on. He refuses, saying that the municipality has never sought to enforce this restriction against him and so it should not pose a problem. Betsy then brings suit to rescind her contract with Sam on the grounds that he cannot convey "marketable title" to her. Which of the following is the most likely result:

- (A) Betsy will lose because she agreed to purchase the home "subject to all restrictions and easements of record."
- (B) Betsy will lose because the contract did not expressly require Sam to provide her with marketable title.

- (C) Betsy will lose because the municipality has given no indication that it intends to enforce the zoning ordinance with respect to this property.
- (D) Betsy will win because Sam did not fulfill his duty to tell her about the zoning ordinance.
- (E) Betsy will win because the existing violation of the zoning ordinance exposes her to an unreasonable threat of litigation.

Question 12: For the purposes of this question only, assume that in early June, 1999, there is a torrential rainstorm and the basement of the home becomes flooded with six inches of water. Prior to this event, Sam had no knowledge that the basement was subject to flooding as it had remained dry throughout his time in the house. Betsy brings suit to rescind the contract on the grounds that Sam should have disclosed to her the likelihood that the basement would flood during heavy rains. The most likely result is that:

- (A) Betsy will lose because she agreed to purchase the property “as is” and, in so doing, voluntarily assumed responsibility for existing defects such as the basement’s propensity to become flooded.
- (B) Betsy will lose because, at the time the contract was signed, Sam had no knowledge that the basement was likely to become flooded.
- (C) Betsy will lose because the contract did not expressly require Sam to provide her with marketable title.
- (D) Betsy will win because she now knows the home to be much less valuable than she originally believed it to be at the time she signed the contract.
- (E) Betsy will win because an “as is” clause does not eliminate a seller’s duty to disclose material defects that are not readily observable by the purchaser.

## ESSAY QUESTION I

**60 minutes**

Heartland (pop. 5000) is a small town in the Midwest surrounded by family-owned corn and soybean farms. The town center has residential, tree-lined streets, a Main Street, a town square with a public green, as well as a park and lake owned and run by the town for the benefit of the surrounding community. As with many small towns in the region, Heartland has been losing population steadily over the past few decades and has been struggling economically.

In 1997, Pork Producers Inc. (PPI) opened a large-scale hog farm just outside of Heartland. PPI spent \$10 million constructing the buildings and purchasing the animals for its hog farm. The facility is representative of a recent movement in hog farming away from family-owned operations and towards much larger, corporate-run farms. The PPI hog farm encompasses eight barns, each housing 1000 hogs. The facility employs 150 full-time workers, many of whom live in Heartland. These jobs have become quite important to the local economy. In addition, since moving into the area in 1997, PPI has paid over \$50,000 per year in local taxes. Last year, the price of pork was high and the PPI facility turned a profit of \$500,000.

Inside the PPI barns, the hogs live in individual pens with a mesh floor. Animal waste (approximately 2 tons per year for each animal, or 16000 tons per year for the operation as a whole) drops down through the mesh floor of the pens and onto concrete slabs below. Several times each day, PPI flushes the concrete slabs with water. The water picks up the hog waste and conveys it, through a system of pipes, into large open-air waste lagoons that the company has built nearby for this purpose. The waste remains in the lagoons for several years until the solid portions settle to the bottom, and which point it is removed and sent to a landfill. Periodically, PPI siphons off the liquid from the waste lagoons and sprays it onto nearby fields where it serves as fertilizer for grasses and other marketable crops.

The hog waste on the concrete slabs, in the lagoons and on the sprayfields generates an awful odor from early spring through the late fall. The citizens of Heartland had initially welcomed the PPI hog farm for the jobs and tax revenue that it would bring to their community. However, the terrible odors associated with large-scale hog farming have changed the way that many residents' feel about the facility. Townspeople, including local farmers, have realized that the odors were far worse than anything they had ever expected.

Arthur Read is one of these farmers. Read has for many years operated a corn and soybean farm midway between the PPI facility and the Town of Heartland. The smell from the PPI barns, lagoons and sprayfields (PPI does not spray its waste/fertilizer on Mr. Read's fields) is so bad that for four years now Read has not opened the windows of his home. Nonetheless, the odor permeates his house. Relatives who used to visit him have stopped coming due to the smell. The odors also make it hard for Read to work in his own fields on hot days when the smell is at its worst. On several occasions, he has become so nauseous from the odors that he has had to cease work for a day or more. These delays cost him time and money. The odors have also caused the value of Read's land to fall from \$600,000 to \$450,000. Many other

homeowners and farmers in the area experience the same discomforts as Read does and have also seen their property values drop by similar amounts. In addition to its affect on individual landowners, the terrible smells are affecting community life in Heartland. Read and many other residents have stopped their usual summer practices of picnicking on the town green, playing softball on the local ball fields, and swimming at the Town lake, since the PPI hog farm odor takes all the enjoyment out of these activities.

Upset about the impact of the PPI facility on his own farm and on the Heartland community at large, Read met with the manager of the PPI hog farm and told him of the damage that the odors were causing. The manager expressed sympathy for Read's discomfort, but explained that the pork industry had not yet developed alternatives to waste lagoons or sprayfields and that, at present, these were the only means of disposing of hog waste. He told Read that PPI, along with other major pork producers, was working on developing new methods, including ways to recycle the hog waste and use it to produce energy, but that these technologies might take years to develop. He suggested that Read wear a filter over his nose and mouth while working in the fields and, perhaps, in the house as well in order to reduce his sensitivity to the smells.

*Frustrated by this response, Reed has contacted you, a local lawyer specializing in property law, and asked for your advice on whether he can successfully sue PPI for public and private nuisance. Write a memorandum to Mr. Read in which you explain his chances of success in his public and private nuisance actions against PPI. Be sure to treat the public and private nuisance claims separately, and to discuss the appropriate remedies (if any). For the purposes of your memo, assume that the PPI hog farm is not violating any existing statutory or regulatory requirements, including zoning laws. Focus your discussion only on the common law claims of public and private nuisance. Assume that all the cases we read this semester are binding law in this jurisdiction.*

**ESSAY QUESTION II**  
**70 minutes**

In 1997, Professors Kent Markus and Susan Gilles of Capital Law School and their adorable son Robby purchased from Sandy Seller a fee simple interest in a one-story home on a three-acre, wooded lot in Dublin, Ohio. They particularly liked the property because it retained a natural feel, and because it was only a short distance away from the Lake Joyce, a public lake open to all Dublin residents. Between the Markus/Gilles property and the lake lay an undeveloped, wooded five-acre parcel of land owned by Larry Landholder. Robby would often cross it to get to the lake, using an old dirt road through the trees that he had found.

In 1999, Professor Myron Grauer, also of Capital Law School, and his wife Grazyna purchased from Landholder a fee simple interest in the undeveloped five-acre parcel between the Gilles/Markus property and the lake and built a one-story home there. Since the Grauer property was adjacent to that owned by Gilles and Markus, the three colleagues saw a lot of each other and would often carpool on their way to work. Robby frequently came over to play on the Grauer property and continued to use the old road across the property to reach the lake.

On March 1, 2000, Gilles, Markus and Grauer were driving together to work and were discussing the unique beauty of the area in which they lived with its wooded tracts and proximity to Lake Joyce. The three agreed that it would be a shame if their properties were ever subdivided. "Property law is not really my area," said Gilles, "but I think that we can prevent such a thing from happening by agreeing among ourselves to limit our land to single-family, residential use." "Great idea," said Grauer, "and in addition we should agree to keep our homes at their current, one-story level so that the buildings do not stick out above the trees and we all retain our nice unbroken view of woods." On March 2, 2000, Gilles, Markus and the Grauers signed an agreement in which they "promised" on behalf of themselves and their "heirs, assigns and successors in interest" to limit their respective properties to single-family residential use only, and to limit any and all buildings on the property to a single story. They recorded the agreement later that day.

Spirits were high the following day as the three drove to work. The conversation turned to Robby and how much he enjoyed swimming in Lake Joyce. Grauer, feeling benevolent, announced: "I grant you and your children the right to use the road across my property to reach Lake Joyce for as long as you own the neighboring property." Gilles and Markus were delighted by this because the old dirt road was the only road that went directly down to the Lake. Gilles and Markus had long wanted to purchase a motor boat for use on the Lake, but had had no way to drive the boat down to the water. Based on Grauer's verbal guarantee of easy access, Gilles and Markus went out the following weekend and purchased a \$10,000 motor boat to use in Lake Joyce, the only body of water nearby on which such a boat could be used. With Grauer's knowledge and permission, they also spent \$2000 expanding and improving the dirt road so that it would accommodate a car pulling the motor boat. On many weekends during the years that followed they hauled their boat down the road to the lake and used it for fishing and water skiing.

In 2005, Gilles and Markus decided that they needed more room in their house. In talking to an architect they realized that it would be much cheaper to add a second-story room than to build a one-story addition that would require a new foundation. They knew that adding a second story room might violate the March 2, 2000 agreement they had signed with the Grauers. However, they determined that the surrounding trees had grown in the interim and the Grauers would not be able to see the second story room from their land. Building it would therefore not affect the Grauers' unbroken view of the woods. Gilles and Markus accordingly went ahead and added a second-story room to their home. The Grauers never appeared to notice the addition and never attempted to enforce the one-story restriction.

In 2010, the Grauers decided to move to a hip new apartment in the Brewery District and put their Dublin home up for sale. Arthur Porter, a local real estate developer, expressed interest in purchasing the property. Knowing Porter's line of business, Grauer made sure to inform him of the agreement restricting the property to single-family residential use and single-story buildings only. Porter expressed displeasure upon hearing this and, to close the deal, Grauer had to drop his asking price by twenty percent. Porter then purchased the Grauers' entire fee simple interest in the property for the reduced price.

Not long after he had bought the property, Porter announced that he intended to subdivide it and build 20, one-story homes on it. Porter believed that the lakeside location was ideal for such a venture and that he would be able to sell the homes at a healthy profit. Gilles and Markus were distressed at this news. They feared that the subdivision would change the character of the area and bring down the value of their property. They held a meeting with Porter and showed him a copy of the March 2, 2000 agreement they had signed with the Grauers. Porter said the agreement was enforceable only against the Grauers and was not enforceable against him. He further said that if Gilles and Markus tried to enforce the agreement against him he would prohibit them from using the road across his property to reach the lake and, in addition, would counterclaim against them for building the second story room in violation of the express terms of the March 2, 2000 agreement.

*Gilles and Marcus, aware that you have taken Hirsch's Property II course, have decided to come to you for legal advice. Write Gilles and Markus a memorandum in which you analyze: (1) whether they can successfully sue Porter for violating the March 2, 2000 agreement if he begins to build his subdivision and what remedies, if any, a court might grant them; (2) whether Porter can successfully sue them for violating the March 2, 2000 agreement by building the second story room and what remedies, if any, a court might grant him; (3) whether they can successfully sue Porter should he try to deny them use of the road to the lake and what remedies, if any, a court might grant them. In discussing these issues, evaluate and discuss all relevant common law property doctrines and fully explain your analysis of them. Focus only on common law property doctrines. Do not base your answer on contract law. Also, do not base your answer on zoning law (for the purposes of the question, assume that no zoning ordinances apply). Treat all the cases we read this semester as binding in this jurisdiction.*