

ST. MARY'S UNIVERSITY LAW SCHOOL

STUDENT EXAMINATION CONFIDENTIAL NUMBER \_\_\_\_\_

1. This examination consists of nine (9) pages, including this page as the first, 25 direct questions worth 50% and 2 essays worth 50% of the examination.
2. You will have three (3) hours in which to complete the examination.
3. St. Mary's Law School prohibits the disclosure of information that might aid a professor in identifying the author of an examination. Any attempt by a student to identify himself or herself in an examination is a violation of this policy and of the Code of Student Conduct.
4. A student shall not remove the examination from the examination room during the exam time.
5. Answer the 25 direct question **on this examination in the space provided** and the essay on the paper (bluebooks, *etc.*) provided. You may not have any other paper with you. This is a closed book exam. You may not have any study materials with you in the examination room. Use the principles of law presented and covered in class to write your examination.
6. Turn in all papers including your written answers, all scratch and trashed paper AND THIS COMPLETE EXAMINATION with the pledge signed.
7. The proctor cannot answer any question concerning the examination. If you are taking the exam on your laptop computer, follow the instructions for laptop exams. Unless you are unable to write by hand, answer the direct questions on the exam and the essays on the laptop.
8. Answer the direct questions tersely, concisely, to the point and abstractly, that is, not by example **unless** an example is requested! Your answer on the essay will be considered complete if you delineate the specific legal issue including all reasonable legal alternatives raised by the facts, showing why each is a legal problem, stating the law applicable and applying the law to a conclusion. Bare conclusions are not credit-worthy. You must make reasonable assumptions of fact to explore reasonable alternatives if there are ambiguities or incomplete facts. You may mark up and make notes on the examination as you wish but you must turn it in as a part of your completed work. You may use a reasonable number of standard abbreviations if you me know the first time what the abbreviation means.

9. After reading the oath, place your exam number in the space below. If you are prevented by the oath from placing your exam number in the space below, notify the student proctor of your reason when you turn in the examination.

I HAVE NEITHER GIVEN NOR RECEIVED AID IN TAKING THIS  
EXAMINATION, NOR HAVE I SEEN ANYONE ELSE DO SO.

---

EXAM NUMBER









23. What is the difference between an "easement in gross" and a "license?"
  
  
  
  
  
  
  
  
  
  
24. What is the "equity of redemption" in a title theory mortgage?
  
  
  
  
  
  
  
  
  
  
25. How may a life tenant run adverse possession against the remainderman?

**Part II**  
**(Two Essay Question -- Total 50%)**

1.

On April 1, 2003, X, the owner in fee simple of Blackacre (B/A) in Bexar County, Texas, entered into a verbal agreement with A, that he would convey B/A to A by proper deed upon payment of \$5,000. To firm the deal, A made out and signed his check in the amount of \$1,000, payable to X. The check contained the notation, "Down on B/A; balance of \$4,000 due at closing." X immediately endorsed the check on the back and cashed it at the corner grocery store. The following day X took a properly executed and acknowledged deed to A and demanded the \$4,000. A stated he needed 10 days to get the money. X and A then agreed that they would take the deed to the bank, and the bank would hold the deed until the money was paid and then hand over the deed

to A. This would allow X to go to Europe as he planned. The bank agreed and took the deed.

On April 4, A persuaded the bank to allow him to take the deed to his attorney for inspection. It was clearly understood that A would take the deed to his attorney and return with it directly. Instead, A went directly to the court house, recorded the deed, and then executed, had acknowledged, and handed to B a deed to B/A. B, completely unaware of the agreement between A and X, paid \$10,000 cash.

On April 10, X returned from Europe. Upon visiting the bank he was advised of what had happened. The bank further advised that they were reliably informed that someone had seen A boarding an airliner for London.

On April 15, C arrived in town from London carrying an instrument entitled: "Transfer and assignment of all right in the purchase contract and deed between X and A on B/A held by bank." It was executed and acknowledged by A. C immediately went to the bank, put down \$4,000 and demanded the deed from X to A.

Discuss and resolve all issues raised by the facts with legal reasoning.

2.

X went into possession of Blackacre (B/A), a tract of land in Anytown, USA, in 1990, thinking that he owned it. In 1999, X subdivided the tract into 4 lots (lot 1; lot 2; lot 3; lot 4) and had the plat approved and recorded. He built a residence on each of lots 1-2 and 3. He then conveyed lot 1 to A for \$50,000 by Quitclaim Deed. He conveyed lot 2 to B by a General Warranty Deed for \$60,000. He conveyed lot 3 to C for \$70,000 by a deed which used the words "sell and convey" in the granting clause but did not contain any express covenants for title. In each of these deeds he also inserted the following provision:

"Only single family residences, occupied by a single family as a home shall be permitted on each lot."

A and B immediately moved into their homes. C however remodeled lot 3 into a duplex and leased one of the apartments to D and family and the other to E and family. A and B noticed the remodeling but said nothing.

In 2002 X sold lot 4 to F but without any restrictions concerning the lot. F immediately

began to build a funeral parlor.

In 2003, A contracted to sell lot 1 to G for \$100,000. Even before receiving a deed, G began to reconstruct the residence into an antique shop.

In 2003, H who owned a tract of landlocked land (W/A) behind lot 3, demanded from C that a road be opened across lot 3 for access to the street. It appears that at one time W/A and lot 3 had been a single tract of land.

In 2003, in building the funeral parlor, F excavated a large hole on the boundary line with lot 3. The following day, a heavy rain caused the soil from lot 3 to slide into the hole and to cause the foundation of the duplex to shift with damage to the structure.

On April 1, 2003, X filed suit against A, C, D, E, F and G, to enforce the covenant. The following day B joined in the suit with X.

On April 15, 2003, Y, after an extended stay in Europe, arrived in Anytown to claim B/A which he inherited when his mentally incapacitated uncle died in 1993. He joined in the law suit claiming title against all of the parties to the suit.

Discuss and resolve all issues raised by the facts with legal reasoning.