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===== Start of Answer #2 (1179 words) =====

1. What propert interest in Greenacre if the court likely to find possessed by Oscar, Lenny, Paul, Sally and Martha's estate?

Oscar's Interest

Oscar conveyed a fee simple defeasible interest in Greenacre to Mary and Lenny as "joint tenants with a right of survivorship for so long as as neither Martha nor Lenny make any transfer of Greenacre. In the event of such a transfer, Greenacre shall automatically revert back to Oscar".

Oscar's conveyance created a joint tenancy with a right of survivorship which means that at the time of death by either Mary or Lenny, the remaining interest would revert back to the surviving tenant. However, his condition within the conveyance, means that the conveyance was not fee simple but a fees simple determinable which gave O the right to reenter the property if the condition was not met.

Restraint on Alienation

A person conveying property has the right to place conditions on the conveyance as a matter of ownership. However the law limits those rights when they infringe on the grantee's rights to a point where the law does not permit.

Here, O's conveyance is a restraint on conveyance is a restraint on alienation which is void a matter of law.

Therefore the court would hold that from the langauge of the conveyance, he intended to convey the property to both M and L as joint tenants.

Joint Tenancy

A joint tenancy with a right of survivorship requires that four unities be present at the time on conveyance (i) title (ii) time (iii) interest (iv) possession.

(i) title

Title requires that both JT be given title through the same instrument.

Here, both M and L were given title through a deed, most likely,

Therefore the title requirement has been met.

(ii) time

Time requires that both JT be given title at the same time.

Here, M and L were most likely given the JT at the same time because there are no facts to indicate they it occurred at different times.

Therefore the time element is met.

(iii) interest

Interest requires that each JT have the same equal interest in the property.

Here, both M and L were given equal interest in the property.

Therefore the interest requirement is met.

(iv) possession

Possession requires that both parties have the right to possess the property.

Here, both M and L were presumably given the right to possession. The right to possess does not require that wach party be in possession of the property but

that they each have the right to possess.

Therefore the possession requirement was met.

Conclusion: M and L were given a joint tenancy with a right of survivorship and O's interest was therefore voided.

Severance

A joint tenancy can be severed by conveyance of one Jt's interest in title or by a decision by both parties.

Here, M conveyed her interest to Paul without the knowledge of Lenny. The conveyance of her interest severed the tenancy immediately created by its effect a tenancy in common. The fact that L did not know will have no bearing on P's interest in the property because a tenant does not require permission to transfer the property.

Therefore the JT was severed which means that Lenny does not have the entire interest in the property.

Tenancy in Common (TIC)

Tenancy in common must comply with the same requirements (4 unities) as a JT but the main difference is that a TIC is devisable and can be inherited.

As mentioned above, the four unities were present at the time of the original conveyance and the conveyance by Martha.

Therefore a valid TIC was created at the severance of the JT.

Conclusion: Paul and Lenny will own Greenacre as TIC.

Sally

To determine the interest Sally has in Greenacre, we need to determine what tenancy she held at the time of the lawsuit.

Leasehold

A leasehold is possessory interest in land for the amount of time established within the tenancy. There are four kinds of tenancy: Periodic Tenancy, Tenancy by Years, Tenancy by Will and Tenancy by Sufferance.

Term of Years

A term of years tenancy is one that is for a set period of time held for consecutive years. The termination of the lease is based on the end of the lease.

Here, Paul and Sally had a term of years leasehold agreement because it was given for a two-year period with a rental payment of \$500 per month. The monthly payment does not have an effect on the tenancy by years, it is simply an agreement between the parties on how they will render payment for the premises.

Therefore a valid term of years lease had been conveyed between the parties.

Sally's Remaining in Possession

When a tenant remains on the land subsequent to the end of a lease, the tenant holds a tenancy by sufferance.

Tenancy by Sufferance

A tenancy by sufferance occurs when the tenant who was rightfully in possession stays beyond the expiration of a lease.

The homeowner in this situation can evict the tenant, can hold the tenant to another lease or can keep the tenant on a month to month basis.

Here, since Paul accepted Sally's past rent, she will argue that he is holding her to a new tenancy of two years. However Paul will argue they are within a tenancy by will.

Conclusion: Sally's interest will depend on whether the court holds that Sally is held to another two term lease or if the tenancy has now converted into a tenancy at will.

Oscar

Since O's restraint on alienation was not permissible by law, he will have no interest in Greenacre.

Lenny

Since Martha effectively transferred her interest in Greenacre to Paul, Lenny will not have the entire interest in Greenacre but will own it as a TIC with Paul.

Paul

Since Paul was rightfully conveyed Greenacre he will own it as a TIC with Lenny.

Martha's Estate

Since Martha conveyed her interests in Greenacre to Paul. Her estate will have no interest in Greenacre.

2. Is Lenny likely to obtain an accounting and contribution from Paul?

A. Taxes

Generally taxes payments made by one joint tenant are not recoverable by the other non-possessory joint tenant.

Here, P would not be liable for the taxes paid on Greenacre unless he can show that the taxes were above what was expected and therefore hold that Paul should be contribute to taxes paid.

However, it is unlikley that the court would hold Paul liable for back taxes.

B. Rents by 3rd Parties

Profits retained by a tenant in possession of the property can only be given to the other tenant when they are received from a 3rd party.

Here, since Paul was receiving rent from Sally, he must give Lenny half of the rent she has paid for those 2 years plus the additional 3 months paid.

Conclusion: Lenny will not be able to receive contribution for the taxes but will be able to receive half of the profits obtained by Paul from Sally's rent.

Joint tenants in possession of the property are liab

Question #2 Final Word Count = 1179

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