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===== Start of Answer #2 (831 words) =====

1. Property Interests in Greenacre

Fee Simple Subject to Subsequent Condition

A fee simple subject to subsequent condition is an interest in land that comes with a condition attached, and is created with the use of words such "so long as." If the condition is breached, the grantor has a right to terminate the interest and re-take possession of the land as long as he reserves the right to do so in his original conveyance. However, conditions on land are subject to restraints on alienation. And in the case that the restraint is violated, the conditional clause is stricken and the fee simple conveyance will remain.

Here, O attempted to convey greenacre to M and L as "joint tenants with the right of survivorship." He attempted to create the fee simple subject to subsequent condition by attaching the condition that greenacre could not be transferred by using the language "so long as." He also reserved the right of re-entry by saying that if greenacre should be transferred it would "automatically revert back to O. However, the problem is that O's condition violated the restraint on alienation because courts will not honor restraint on the transferability of land because they like to keep interests in land freely flowing and the use of the land productive.

Therefore, O's attempted creation of a fee simple subject to subsequent condition fails and the restriction of transferring condition is stricken from the conveyance leaving a joint tenancy with right of survivorship for M and L.

Joint Tenancy

A joint tenancy is the ownership in an interest of land of two or more people. A

joint tenancy is created by the four unities of title, time, interest, and possession. A feature of joint tenancy is the right of survivorship. This means that if a co-tenant should die, their interest automatically passes to the remaining tenants. The right must be expressly made in the conveyance.

Here, there is a joint tenancy because O conveyed greenacre to M and L as "joint tenants with the right of survivorship." This assumes that all the unities are present and the right of survivorship was expressly made. And as discussed above, because O's condition that greenacre not be transferred violated the restraint on alienation, that clause was stricken from the conveyance leaving the joint tenancy with the right of survivorship only. Therefore, there is a joint tenancy between M and L with the right of survivorship.

Joint Tenancy - Severance

A joint tenancy is severed with any conveyance by a joint tenant. Conveyances done in secret or without the other co-tenants knowledge are still valid as to severance as to that tenants interest. Here, there was a severance to the joint tenancy because M conveyed her interest in greenacre to P. The fact that it was done without L's knowledge does not negate that there is still a severance. Therefore, L retains his interest in the property as a joint tenant but now has a tenancy in common with P.

Right of Survivorship

Right of survivorship is a feature that transfers interest in a joint tenancy to remaining joint tenants when a co-tenant dies. The interest passes automatically. Here, when M died here interest in greenacre automatically passed to L, regardless of her earlier conveyance to P. Therefore, L owns greenacre outright, by himself.

Conclusion

The is likely to find that L owns greenacre in fee simple and O, P, S, and M have no ownership interest in the land.

2. Lenny's Likelihood of Obtaining an Accounting and Contribution from Paul

Carrying Cost-Property Taxes

Each co-tenant is required to take care of their pro rata share of the property's expenses such as taxes. Here, L paid the taxes even though he was unaware of P existence and occupation on the land. But the fact the P was able to enjoy the land even though he had absolutely no interest it because M had died and her interest had automatically passed to L, P should be treated as a co-tenant in possession of greenacre and pay his fair share of the property expenses such as the taxes. Therefore, L should get contribution from P for at least half of the property taxes he paid.

Accounting-Rents

Co-tenants are liable for the rent from third parties. Here, L should get contribution for that all the rents paid by S because P was not a co-tenant and had no property in the land once M died. The only way P could keep some of the rent is if he collected some of the rents from S before M died, but even then he had to give L his fair share of that rent. But once M died, P had no interest and all of the rents collected from S should've gone to L because he is the fee simple owner of greenacre. Therefore, L is entitled to contribution from P for rents paid.

Conclusion

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L is likely to obtain both an accounting and contribution from P.

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