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Real Property (Quickstudy: Law)

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REAL PROPERTY

<p>ESTATES</p> <p>HISTORY</p> <p>FEDERALISM</p> <ol style="list-style-type: none"> Tenants not free Supporters of William of Normandy Received parcels of land in exchange for providing services to king, including military and economic support <p>Subtenants</p> <ol style="list-style-type: none"> Received parcels of land from tenants-in-chief in exchange for services Feudal Relationships Parcels of land further subdivided Peasants were at bottom of feudal hierarchy Upon death and without heirs, possession of land reverted back to lord Upon death of peasant or knight, possession was forfeited to lord Sanctus Quia Emptus Further consolidation of fee-simple tenancy established Tenants given right to alienate land, in substance another tenant without lord's consent, with services being apportioned <p>DEFINITION OF ESTATE</p> <ol style="list-style-type: none"> Interest in land that is currently or may become present, measured by some period of time 	<p>NONFREEHOLD (LEASEHOLD) ESTATES</p> <p>TENANCY AT WILL</p> <ol style="list-style-type: none"> No fixed duration Terminated at any time by agreement of both landlord and tenant Termination by operation of law with notice Sale of property Death of either party <p>PERIODIC TENANCY</p> <ol style="list-style-type: none"> Automatic renewal Example: Month-to-month or year-to-year Termination by notification equal to term Notice must specify the date of termination Exception: Tenancy of 1 yr requires 6 mos. notice Modern Tenant Governed by Statute Example: Lease for year-to-year requires 1 month notice to terminate <p>TENANCY AT SUFFERANCE</p> <ol style="list-style-type: none"> Wrongful holdover Landlord has option to evict Tenant or hold Tenant to another lease <p>TENANCY FOR YEARS</p> <ol style="list-style-type: none"> Specific period of time Automatically fixed by calendar but may be terminable upon some event Termination at end of period without necessity of notice More than one year No writing Subject to Statute of Frauds <p>LANDLORD'S RIGHTS AND DUTIES</p> <ol style="list-style-type: none"> Common Law No liability for subsequent arising conditions No duty to maintain Modern Law Assumption of specific risk generally <ol style="list-style-type: none"> Reasonable care required Not for contractual terms Common negligence Duty to exercise ordinary care Must warn Warranty promises or good repair Liability for personal injury Duty to disclose latent defects Duty not to interfere with Tenant's quiet enjoyment Duty not to prevent a nuisance Not responsible for acts of Tenants (including with other Tenants, except where existence of legal ability has been granted) <p>TENANT'S RIGHTS AND DUTIES</p> <ol style="list-style-type: none"> Entitled to possession Residence: Tenant entitled to implied Warranty of Habitability Modern trend holds suitability implied in commercial leases Duty to pay rent Liability for waste <ol style="list-style-type: none"> Voluntarily - In Duty - In Negligence Duty of reasonably good repair Liability to third parties <p>REMEDIES FOR BREACH OF IMPLIED WARRANTY OF HABITABILITY</p> <ol style="list-style-type: none"> Constructive Eviction <ol style="list-style-type: none"> Tenant may terminate lease, lease provisions and not pay further rent when, through the fault of landlord, there has been a substantial interference with the use and enjoyment of tenant's leased premises Implied Warranty <ol style="list-style-type: none"> Tenant who cannot violation of Housing Code and repairs violations by landlord, and within his reasonable time to be considered for repairing 	<p>LANDER RIGHTS</p> <ol style="list-style-type: none"> Warranty: right of each tenant to use all water needed for domestic purposes Commoner: Tenant is responsible too Prize Appropriation (2/24 or 1/28 or 3/28 or 5/28) <p>TYPES OF TENANCY</p> <p>JOINT</p> <ol style="list-style-type: none"> Right of Survivorship <ol style="list-style-type: none"> Survivor retains right in property no longer subject to operation of descent or intestate Right of survivorship preference over devise under will or intestate distribution of decedent's estate Some jurisdictions recognize only tenants in common, where survivor's remainder is a fee simple interest but decedent's remainder is a fee simple interest but decedent's remainder is a fee simple interest Joint tenancy <ol style="list-style-type: none"> Equal, undivided and possession Modern Statute Example: Owner's intent clearly expressed in deed Beneficiaries: Beneficiaries <ol style="list-style-type: none"> Individual's fee Individual's rights subject to individual creditor's judgment No survivor Beneficiary of joint tenancy: Beneficiary as Common Joint tenant's survivorship interest: Joint tenancy with respect to that share Beneficiary of survivorship holds share as Tenant as Common with surviving joint tenant Survivors: Partition <ol style="list-style-type: none"> Marriage <ol style="list-style-type: none"> Title Theory - Minority - Execution cannot terminate Common Law: Legal title conveyed to both and increased both equity of redemption to receive legal title back upon payment of mortgage Equity Theory (Majority): No title issues as long as contract in writing and capable of specific performance Bank holds security interest and not legal title Lease <ol style="list-style-type: none"> Common Law: Unity of interest is destroyed thereby severing joint tenancy Modern Statute: Surviving joint tenant takes the whole, thereby not severing joint tenancy Individual's Right: Whether surviving joint tenant takes subject to share or 1/2 interest as whether survivor holds whole not subject to legal title Equal right to possession whole subject to rights of other tenants <p>IN TIME SUCCESSION</p> <ol style="list-style-type: none"> Reversion & Right <ol style="list-style-type: none"> Landlord retained Time, title, interest, possession and privity Used from title to parties' marital relationship By the whole <ol style="list-style-type: none"> No right of partition Survivors <ol style="list-style-type: none"> Right of survivorship Division Common-law proceeding in favor of joint creditor Assume from individual creditor law: Federal tax law may attach to property (U.S. Code) IN COMMON <ol style="list-style-type: none"> No Right of Survivorship <ol style="list-style-type: none"> Survivor passes to heirs of decedent tenant Overriding by grant but right to possess entire property unless otherwise provided by agreement Interest in property proportionate to contribution paid for each interest Partly alienable Subject to claims of creditors Indivisible Interest <ol style="list-style-type: none"> Perpetuation of tenancy in common if conveyance fails to specify share of conveyance proceeds GENERAL RULES OF CO-TENANCY <ol style="list-style-type: none"> Statute of Anne <ol style="list-style-type: none"> Continuation of fee party changes May be divided remainder to present Tenant, Children, etc. Account to co-tenants for rents/profit Equitable: joint-tenants, common-law, and interest on mortgage (limited to fair market value of land) Reformation: joint-tenants and insurance
<p>FEE SIMPLE</p> <p>COMMON LAW</p> <ol style="list-style-type: none"> Presumption of Life Estate unless words of limitation and reference to the common BEYOND FUTURE NO RESTRAINT ON ALIENABILITY <p>MODERN TREND</p> <ol style="list-style-type: none"> Create lease fee-simple Absolute over Definite Fee 	<p>FEE TAIL</p> <p>COMMON LAW</p> <ol style="list-style-type: none"> To "he and the heirs of his body" Male Heir Female Heir Common Law: Unity of interest is destroyed thereby severing joint tenancy Modern Statute: Surviving joint tenant takes the whole, thereby not severing joint tenancy Individual's Right: Whether surviving joint tenant takes subject to share or 1/2 interest as whether survivor holds whole not subject to legal title Equal right to possession whole subject to rights of other tenants <p>REMEDIES FOR BREACH OF IMPLIED WARRANTY OF HABITABILITY</p> <ol style="list-style-type: none"> Constructive Eviction <ol style="list-style-type: none"> Tenant may terminate lease, lease provisions and not pay further rent when, through the fault of landlord, there has been a substantial interference with the use and enjoyment of tenant's leased premises Implied Warranty <ol style="list-style-type: none"> Tenant who cannot violation of Housing Code and repairs violations by landlord, and within his reasonable time to be considered for repairing 	<p>RIGHTS OF POSSESSOR</p> <p>LATERAL SUPPORT</p> <ol style="list-style-type: none"> Right to have land supported in natural state by adjacent owner Liability for damage to building if land would have supported in natural state <p>SEMI-FOUR IN FUTURE</p> <ol style="list-style-type: none"> Right to have land supported in natural state by owners of natural under surface Liability for damaged land would have supported in natural state
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Synopsis

Designed for tackling the bar exam; the quintessential need-to-know info for law students.

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Customer Reviews

While most of the quickstudy laminates are useful, there are simply too many topics in Property Law to cover and this chart gives only the barest of details on any of the topics. It will NOT help you if you are attempting to memorize concepts for a law school exam or the bar exam.

Somewhat helpful. You're better off writing your own outline.

Don't depend on these for your finals, but they are a great last minute tool the morning of a final for a quick refresher.

Coming from continental law, this has been a great resource to grasp the differences and similarities

I'm studying for the bar. This is a great way to refresh before tackling practice exams and essays?

Essential points for study and for reinforcement of what makes Real Property versus Criminal Law.

Great and quick reference for this student. Info accurate and matches textbook

Great amount of information packed in one small reference area.

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