

HYBRID MONTEREY COLLEGE OF LAW

Real Property

Midterm Examination

Fall 2025

Prof. C. Lewi

Instructions:

There are three (3) questions in this examination. You will be given three (3) hours to complete the examination.

Your answer should demonstrate your ability to analyze the facts in the question, to tell the difference between material facts and immaterial facts, and to discern the points of law and facts upon which the case turns. Your answer should show that you know and understand the pertinent principles and theories of law, their qualifications and limitations, and their relationships to each other. Your answer should evidence your ability to apply the law to the given facts and to reason in a logical, lawyer-like manner from the premises you adopt to a sound conclusion. Do not merely show that you remember legal principles; instead, try to demonstrate your proficiency in using and applying them. If your answer contains only a statement of your conclusions, you will receive little credit. State fully the reasons that support your conclusions and discuss all points thoroughly. Your answer should be complete, but you should not volunteer information or discuss legal doctrines that are not pertinent to the solution of the problem.

Real Property
Fall 2025
Prof. C. Lewi

Question 1

Facts:

In 2000, Oliver conveyed Blackacre “to Alan for life, then to Bob and his heirs, but if Bob dies without issue, to Christine and her heirs.”

At the time of the conveyance, Alan, Bob, and Christine are all alive.

In 2025, they are all still alive. Bob has one child, but Christine claims she already holds a vested interest.

Assignment:

1. Identify all present and future interests; and
2. Analyze their validity and classification.

Question 2

Facts

Tenant leases a basement apartment from Landlord for one year at \$2,000/month. The written lease is silent about repairs. Three months in, heavy rainfall causes flooding and black mold growth. Tenant notifies Landlord, who sends a handyman who merely paints over the mold.

Tenant begins experiencing respiratory illness.

Tenant stops paying rent and moves out after two months.

Landlord sues for unpaid rent; Tenant counterclaims for damages.

Question

Discuss all potential claims and defenses for Tenant (T) and Landlord (L).

Question 3

Facts

In 1990, Grantor (G) conveyed *Hillacre* by deed reading:

“To First Church of Harmony, so long as the premises are used for church purposes, otherwise to revert to Grantor and her heirs.”

The Church built a chapel and held religious services there for nearly twenty years.

G died in 2005, leaving her only child, Dana, as her only heir.

In 2010, due to declining attendance, the Church stopped holding worship services at *Hillacre*. Instead, it converted the building into offices for social work, community outreach, and a food program for the needy, staffed by former church members and volunteers. No worship, sacraments, or religious instruction were conducted on-site after 2010.

In 2010, Dana was 10 years old.

Dana lived out of state with her father and did not know that the property’s use had changed. The Church continued its outreach work at the site and Paul, a volunteer administrator, managed the premises continuously in the Church’s name.

In 2018, the Church formally dissolved, and Paul remained in possession, continuing to operate a nonprofit community center under his own management.

In 2025, Dana, now 25 years old, learned of the situation and filed a quiet title action, demanding that Paul vacate *Hillacre*, claiming that the Church’s non-worship use triggered a reversion to her.

The jurisdiction follows:

- The common law of defeasible fees (no statutory reform).
- A 10-year statute of limitations for adverse possession, subject to the following disability statute.
- A disability statute providing:

“If the rightful owner is under a legal disability (minority or insanity) when the cause of action first accrues, the statute of limitations is tolled until the disability is removed, after which the owner has five years to bring an action.”; and,

- Majority is defined as the date when a “A person reaches their 18th birthday.”

Questions:

1. What type of estate did the 1990 deed create, and what future interest did G retain?
2. Did the Church's conversion of the property in 2010 terminate its estate under the "church purposes" limitation?
3. Assuming the estate terminated, when did the statute of limitations for adverse possession begin to run, if at all, and how does the disability statute affect it, if at all?
4. Who owns Hillacre in 2025?

Real Property SLO & HYB-Sec

Fall 2025

Prof. Lewi

Model Answer-Question 1

This question focuses on **life estates, vested and contingent remainders, and executory interests.**

1. **Step 1 – Break down the conveyance:**

- o “To Alan for life” → **Life estate** in A.
- o “Then to Bob and his heirs” → B has **Remainder in fee simple**, but subject to a later clause.
- o “But if Bob dies without issue, to Christine and her heirs” → Condition subsequent creating a **shifting executory interest** to Christine.

2. **Step 2 – Classify Interests:**

- o **A:** Life estate.
- o **B: Vested remainder subject to divestment**, because he presently holds a vested remainder (ascertainable grantee, no condition precedent), but his estate could be divested if the stated condition occurs.
- o **C: Executory interest**, which would take effect if B dies without issue.
- o **O:** No retained interest.

3. **Step 3 – Rule Against Perpetuities:**

- o The executory interest in Christine violates RAP **only if** it might vest beyond 21 years after a life in being (A, B, or C). Because B’s death will occur, if at all, during a life in being (B’s), it is valid.

Conclusion:

Alan holds a life estate; Bob holds a vested remainder subject to divestment; Christine holds a valid executory interest. However, Christine’s claim that her interest is vested is incorrect—it is contingent on a condition precedent – Bob’s death without issue.

Model Answer Outline-Question 2

I. Issues

- Commercial or Residential lease? Not clear; Different rules apply
- Whether Landlord breached duties under common law and modern statutes.
- Whether Tenant is justified in withholding rent and vacating.
- Whether Tenant may recover damages.

II. Rules

1. **Constructive Eviction :**
Tenant must show substantial interference caused by Landlord's act/omission, notice, and timely vacating.
2. **Implied Covenant of Quiet Enjoyment:** applies to both commercial and residential
3. **Implied Warranty of Habitability :** applies only to residential leases
Landlords must provide premises fit for habitation; breach allows rent withholding, repair-and-deduct, or termination.
4. **Landlord's Duty to Repair:** Statutorily imposed in most residential leases. If commercial lease, depends on what the lease says and often repair costs are the obligation of the tenant.
5. **Mitigation of Damages:** Landlord must attempt to relet to minimize losses.
6. **Damages:** Difference between fair rental value as warranted and as delivered; personal injury claims re mold exposure subject to proof; attorney's fees if provided for in lease

III. Application

- Flooding and mold render space not suitable for its purposes (commercial) or uninhabitable → breach of habitability (residential).
 - No evidence that caused by T.
- Landlord failed to make effective repairs despite notice → breach.
- Tenant vacated promptly → constructive eviction established.
 - T may not be able to withhold rent prior to move-out but see rent abatement
- Tenant may recover moving costs, health-related damages, and rent abatement and attorneys fees if provided for under lease.
- Landlord cannot recover full rent and must mitigate by reletting.

IV. Conclusion

Tenant is justified in withholding rent and vacating. Landlord breached both constructive eviction and implied warranty doctrines; Tenant may recover damages, while Landlord's rent claim fails.

Model Answer Outline-Question 3

I. Type of Estate and Future Interest

- The deed language — “so long as the premises are used for church purposes, otherwise to revert” — creates a **Fee Simple Determinable (FSD)**.
- The phrase “so long as” indicates an **automatic limitation**, not a condition subsequent.
- G retained a **Possibility of Reverter**, a future interest that automatically becomes possessory when the limitation is violated.

Result:

- **First Church:** Fee Simple Determinable.
 - **G:** Possibility of Reverter.
-

II. Did the Church Breach the Limitation? (Interpretation of “Church Purposes”)

This is the **threshold question**: whether the Church’s use of *Hillacre* after 2010 was still a “church purpose.”

A. Possible Interpretations

1. **Narrow (religious worship)** – “Church purposes” means worship, sacraments, or religious teaching.
 - Under this view, cessation of services in 2010 **terminated the estate automatically**; the property’s use for secular community work violated the limitation.
2. **Broad (charitable/religious mission)** – “Church purposes” includes charitable outreach consistent with Christian values (social work, feeding the poor).
 - Under this view, the Church’s post-2010 use remained within the purpose; the FSD continued until 2018 when the Church dissolved.

Courts generally **favor upholding estates** and **avoid forfeitures**, interpreting ambiguous use conditions **broadly** (see *First Universalist Church v. Boland*).

However, once the Church itself ceased to exist (2018), **no “church purpose” remained** — the property was being used by a private nonprofit, not by the Church.



Result:

- At the latest, the **determinable estate ended in 2018** upon the Church’s dissolution and cessation of religious affiliation.
 - Title **automatically reverted** to Dana (G’s heir) not later than 2018.
-

III. Adverse Possession and Tolling

A. When Adverse Possession Began

- Before 2018, the Church's possession was under color of the FSD and with permission — **not adverse**.
- After the 2018 dissolution, Paul's continued occupancy was **without right**, satisfying the **hostile** requirement and beginning the limitations period.
- The **cause of action accrued in 2018**, when the property reverted automatically to Dana.

B. Dana's Disability – Two Separate Analyses

- Dana was **10 years old in 2010**, but **25 in 2025** when she discovered the situation and filed her quiet title action.
- When the cause of action accrued in 2018, Dana was **no longer a minor** — thus **no disability existed at that time**.
- Therefore, the **disability tolling statute does not apply**, because the disability must exist *when the cause of action first accrues*.
- The limitations period began running normally in **2018**.
- OR
- If we assume the cause of action accrued in 2010 when the Church stopped using the property for religious services, Dana was under a disability at the time (10 years old); the statute of limitations was tolled until she reached 18 in 2018, and then she had 5 years to file her quiet title suit.
 - D did not file suit until 2025

C. Running of the Statutory Period

- Statutory period = 10 years.
- Paul's adverse possession began in 2018 or 2010.
- If statute began to run in 2018 and for 10 years then
 - Dana sued in **2025**, only **7 years later**.
 - The 10-year period **has not yet expired**.
- BUT
- If statute began to run in 2010, see above
 - 5 years from 2018 = 2023
 - D's quiet title action not filed until 2025
 - P wins his AP claim

Result:

- Depends as per the above
 - Better conclusion is that outreach work is "church purposes" and thus condition not breached until 2018 and thus statute has not run and no AP
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IV. Final Determination

1. The 1990 deed created a **Fee Simple Determinable** with a **Possibility of Reverter** in G.
2. The property's use for secular charity arguably satisfied "church purposes" until the Church's **dissolution in 2018**, when the condition clearly failed.
3. Title automatically reverted to **Dana** in 2018.
4. Paul's possession thereafter was **adverse**, but only from 2018 onward.
5. The **10-year statute of limitations** has not run, and **no disability tolling applies** because Dana was already an adult when the reversion occurred.

✓ Conclusion:

Dana holds **fee simple absolute title** to *Hillacre* in 2025.

Paul's possession is **insufficient in duration** to constitute adverse possession, and his argument that "church purposes" include secular charity fails after the Church's dissolution.

V. Policy Discussion

- Courts construe **defeasible fees narrowly** to prevent unnecessary forfeitures.
 - Yet, once the religious entity ceases to exist, continued use for secular purposes cannot qualify as a "church purpose."
 - Adverse possession balances stability and fairness: Paul's good-faith possession is protected only if maintained for the full statutory period.
 - The disability statute rightly protects minors but does not indefinitely freeze ownership once the disability has ended.
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VI. Final Answer (Exam-Ready Summary)

The 1990 deed created a **Fee Simple Determinable** in the Church, limited to use for "church purposes." The Church's conversion of the property in 2010 to social service offices did not immediately violate the condition, as such activities could still further church purposes. However, upon the Church's dissolution in 2018, the property ceased to be used for any church purpose, and the estate automatically reverted to G's heir, Dana. Dana's right of entry accrued in 2018, when she was no longer a minor, so the disability statute does not toll the limitations period. Paul's adverse possession began in 2018 and had run for only seven years by 2025—three years short of the ten-year statutory period. Therefore, **Dana owns Hillacre in fee simple absolute**, and Paul's claim fails.

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1. Identify all present and future interests

A. Alan's Interest

A conveyance "to ___ for life" creates a life estate, which is a present possessory estate measured by the grantee's natural life. When the life tenant dies, possession shifts according to the specified future interests. Here, the language "to Alan for life" is the formula for a life estate. Alan has possession until his death. Alan holds a present life estate in Blackacre.

— Nice

B. Bob's Interest

First, we must determine whether Bob's interest is vested or contingent. A remainder is vested when: 1. It is given to an ascertainable person, and 2. It is not subject to a condition precedent.

A remainder is vested subject to divestment when it is vested now but is subject to a subsequent condition that may divest it. A condition introduced by "but if" is a condition subsequent, which can cut short the vested remainder typically creating an executory interest in another party.

Bob is living and therefore ascertainable. The conveyance gives him a remainder following the life estate ("then to Bob and his heirs"). That language, standing alone, would create a vested remainder in fee simple. However, it is immediately followed by "but if Bob dies without issue, to Christine." This "but if" clause is a condition subsequent that could cut

short Bob's remainder after it vests, meaning: Bob's remainder is currently vested, but it may be divested if he dies without issue.

Bob currently has one child; this does not eliminate the condition. The condition concerns whether Bob dies without issue at the time of his death, so it remains possible. This means Christine's claim that Bob's interest is not vested is incorrect; Bob's interest is vested now, but subject to divestment.

Bob holds a vested remainder in fee simple subject to divestment, based on the executory limitation in favor of Christine.

Winner !!!

C. Christine's Interest

In determining Christine's interest, you must find whether she holds a vested or contingent interest, and if it is valid.

A future interest that cuts short a prior vested interest upon the occurrence of a condition subsequent is an executory interest. Executory interests are not vested; they are inherently contingent because they depend on the condition occurring.

To be vested, an interest must: (1) Be held by an ascertainable person, and (2) Have no unfulfilled condition precedent.

Here, Christine's interest will only become possessory if Bob dies without issue, a classic condition precedent.

Christine is ascertainable, but her interest remains contingent because the condition (Bob dies without issue) has not happened and may never happen. Her claim that she "already holds a vested interest is incorrect for two reasons. 1. The interest is executory, not a

remainder. It follows a vested remainder and cuts it short. 2. It is contingent, because the condition has not yet occurred, and the condition is uncertain. Bob currently has one child, but he could have more or his existing child could predecease him.

Furthermore, Christine's interest is a shifting executory interest, because it divests Bob (a transferee), not O (the transferor).

Christine holds a contingent shifting executory interest, which is not vested.

D. Oliver's Interest

In terms of Oliver's interest, we will decide whether he retains any interest.

If all future interests are accounted for and the conveyance gives fee simple interests to the future takers, the grantor retains no reversion.

The conveyance gives a life estate to Alan, a vested fee simple remainder to Bob and a shifting executory interest to Christine.

Nothing remains in the grantor. O retains no interest.

Hooray!

2. Analyze their validity and classification

Whether any of the interests violate the Rule Against Perpetuities.

The Rule Against Perpetuities (RAP) states:

A future interest must vest, if at all, within a life in being plus 21 years. Executory interest are subject to RAP.

A gift conditioned on someone "dying without issue" traditionally violates RAP if the condition might occur outside the allowable period - unless the jurisdiction adopts the modern view that "dies without issue" is interpreted as "dies without surviving issue."

Bob is alive at the time of conveyance. The condition is that Bob dies without issue. This condition must occur, if at all, at Bob's death, which will occur, necessarily, within Bob's lifetime.

Therefore, the interest will vest or fail at Bob's death, a life in being. Thus, even at common law, this executory interest is valid under RAP because it must resolve at Bob's death, not later.

Christine's claim to a "vested interest" does not affect validity, her interest is simply contingent but valid. Christine's interest will either vest or fail at Bob's death. Bob was alive at the grant, so that resolution will occur within his life. The 25 year gap is irrelevant.

All interests are valid. The executory interest does not violate RAP because the condition must be resolved at the death of Bob, a life in being.

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I. Landlord's claim for unpaid rent

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A tenant who signs a lease has a contractual obligation to pay rent for the duration of the terms. However, several doctrines may excuse rent obligations. However, in residential leases, several doctrines may excuse further rent obligations. The implied warranty of habitability requires a landlord to maintain the premises in a condition fit for human habitation. Substantial housing code violations, such as mold, flooding, or hazards that endanger health, constitute a breach. When the warranty is breached, the tenant may remain and withhold rent, move out and treat the lease as terminated, repair and deduct or sue for damages. Constructive eviction occurs when the landlord's failure to remedy serious defects substantially interferes with the tenant's use and enjoyment, and the tenant vacates within a reasonable amount of time after giving notice. If constructive eviction is established, the obligation to pay rent ends. If the tenant abandons without justification the landlord must mitigate damages by making reasonable efforts to re-rent the premises.

T's basement apartment flooded after heavy rainfall, resulting in black mold. Mold is a recognized habitability hazard because it creates substantial health risks and often violates housing codes. T notified L, satisfying any notice requirement. L responded by sending a handyman who merely painted over the mold. This did not correct the underlying flooding or moisture problem and is not a reasonable repair effort. T subsequently experienced respiratory illness, demonstrating that the unit was not safe or habitable. After two months of unresolved defects and health consequences, T stopped paying rent and moved out. Because T gave notice and allowed L an opportunity to repair and L failed to do so, T has a strong argument that the implied warranty of habitability was breached. Additionally, the conditions substantially interfered with T's ability to use the

premises as a dwelling, and T vacated within a reasonable time after the defects arose, supporting constructive eviction.

L may argue that painting over the mold was an attempted repair, that heavy rain was an act of nature, or that T did not allow sufficient time for further remediation. However, painting over mold is inadequate, particularly in light of ongoing flooding, and the landlord remains responsible for habitability regardless of weather events. Two months is a reasonable time to wait before vacating, especially given T's illness.

T's obligation to pay rent was terminated by L's breach of the implied warranty of habitability and by constructive eviction. L's claim for unpaid rent is weak.

II. Tenant's Defenses and Counterclaims

A. Breach of the Implied Warranty of Habitability

T asserts that L breached the implied warranty by failing to remedy flooding and mold.

All residential leases contain a nonwaivable implied warranty of habitability. The landlord must maintain the premises in compliance with housing codes and ensure the dwelling is fit for human habitation. Material defects that threaten the tenant's health or safety (such as mold) constitute a breach. Upon breach, the tenant may withhold rent, terminate the lease and vacate, or seek damages measured by the difference between the value as warranted and the value in its defective condition.

Flooding and mold are classic habitability violations. T notified L, but L's response (painting over mold) did nothing to remove the mold or prevent its recurrence. T developed respiratory illness, confirming the unit was uninhabitable. Because the warranty

was breached, T was justified in vacating and ceasing to pay rent. T is also entitled to damages for the period the premises were uninhabitable and for relocation of expenses. ✓

L clearly breached the implied warranty of habitability, and T may assert this as both a defense to rent and as a basis for damages. ✓

B. Constructive Eviction

 ✓

Whether L's conduct amounted to constructive eviction

Constructive eviction occurs when the landlord's wrongful conduct or failure to act substantially interferes with the tenant's quiet enjoyment, the tenant provides notice and a reasonable opportunity to cure, and the tenant vacates within a reasonable time. If constructive eviction is established, the lease terminates and rent obligations end. ✓

L's failure to remedy the flooding or underlying moisture problem resulted in extensive mold growth and serious health impacts. These defects substantially interfered with T's ability to reside in the unit. T gave notice and waited two months, during which T's symptoms worsened and L failed to complete adequate repairs. T then vacated. These facts mirror classic constructive eviction cases. ✓

T was constructively evicted, terminating rent obligations and supporting a claim for damages associated with relocation. ✓

C. Damages for Breach/Habitability

Whether T can recover damages from L for the defective conditions and T's resulting harm.

For breach of the implied warranty, the tenant may recover rent abatement, moving costs, and consequential damages flowing from the breach. Some jurisdictions allow personal injury damages in habitability actions or via a separate negligence claim.

T suffered respiratory illness due to mold exposure, which is a foreseeable consequence of L's failure to make proper repairs. Relocation costs and abated rent are clearly recoverable. A negligence claim may also be available because L's failure to remedy mold posed foreseeable risks to T's health.

T can likely recover rent abatement, relocation expenses, and possibly personal injury damages.

III. Landlord's Potential Defenses

What defenses, if any, may L assert to T's counterclaims?

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L may argue that extraordinary rainfall caused the flooding and that he attempted repairs by sending a handyman. However, the landlord's duty to maintain habitability is nondelegable, and weather does not excuse the presence of mold or failure to waterproof the unit. Painting over mold is not enough.

very good
L may also claim that T did not vacate immediately, but tenants are expected to allow the landlord a reasonable time to repair, and two months under worsening conditions is reasonable. Finally, L may assert that T abandoned without justification, but both IWH breach and constructive eviction justify T's departure.

L's defenses are weak and unlikely to defeat T's counterclaims.

Conclusion

The landlord's claim for unpaid rent fails due to breach of implied warranty of habitability and constructive eviction. The tenant has strong claims for rent abatement, relocation costs, and potentially personal injury damages. The landlord's defenses of attempted paint over repair, weather caused flooding, and delay in vacating are insufficient to overcome the significant habitability violations.

Great work ; Surprisingly
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1. Type of Estate and Future Interest

Whether the 1990 deed "To First Church of Harmony, so long as the premises are used for church purposes, otherwise to revert to Grantor and her heirs" created a fee simple determinable in the Church and a possibility of reverter in G.

Language such as "so long as" or "until creating automatic termination on breach created a fee simple determinable, leaving the grantor a possibility of reverter.

Here, the grant is to the Church "so long as the premises are used for church purposes," followed by "otherwise to revert to Grantor and her heirs." That wording makes the Church's estate automatically end if the use condition is broken and no further action, like re-entry is required. The phrase "to revert" indicates that the interest returns to the grantor, which is possibility of reverter language. At G's death in 2005, her possibility of reverter passed to her heir, Dana.

Good You could argue that this is a fee simple subject to condition subsequent with a right of entry, because of the conditional language and reference to revert, but that's crazy. There is no express right of entry or power of termination language, and the phrase "so long as" is standard determinable language, interpreted as automatic forfeiture rather than discretionary re-entry.

Therefore, the 1990 deed created a fee simple determinable in the First Church of Harmony and left G a possibility of revert, which passed to Dana as G's heir.

2. Did the 2010 Conversion Terminate the Estate?

Whether the Church's 2010 conversion of Hillacre from worship services to offices for social work, community outreach, and a food program, without any worship or religious services, terminated its fee simple determinable "so long as the premises are used for church purposes."

A fee simple determinable ends automatically when the stated limitation is violated.

After 2010, Hillacre no longer hosted worship, sacraments, or religious services. Instead, it housed social work, community outreach, and a food program for the needy, staffed by former church members and volunteers, all in the Church's name. Many churches view outreach to the needy and community services as central parts of their religious mission. "Church purposes" is broader than "worship services." "Church purposes" include these ministry-type activities, meaning the condition was not clearly breached in 2010.

Dana will argue that "church purposes" means explicitly religious functions, such as, worship, sacraments, and religious teaching, and that once those ceased, Hillacre was used only for secular social work, violating the limitation and automatically terminating the Church's estate in 2010. Dana will point out that no worship or religious services happened after 2010 and that the deed's religious focus should be respected and honored.

The Church's 2010 conversion of Hillacre to social-service and outreach uses did not terminate its state because those activities still qualify as "church purposes" under the deed.

3. Statute of Limitations and Disability

Whether, assuming the Church's estate terminated on breach of the "church purposes" limitation, the statute of limitations for adverse possession began to run, and how Dana's minority, disability, affects it.

When a fee simple determinable ends, title automatically shifts to the holder of the possibility of reverter, and continued possession by the former holder becomes adverse, starting the limitations period. If the rightful owner is under a legal disability, such as minority, when the cause of action accrues, the limitations period is tolled until the disability ends, once removed, the owner has five years to sue.

So, if termination occurred in 2010, when worship stops and only social services remain, the church's determinable fee ends and Dana's fee simple, through possibility of reverter, becomes possessory in 2010. The Church, then Paul, remain in open, notorious, exclusive, and continuous possession, in the Church's name and later, Paul's, without Dana's consent, this is hostile/adverse to Dana's title. The cause of action for ejectment accrues in 2010. Dana was 10 in 2010, so she was under the disability of minority when the cause accrued. According to the disability statute, the 10-year limitations period is tolled until she turns 18 in 2018. When she reaches majority in 2018, the statute (clock) begins to run, and she has five years until 2023 to sue. She does not sue until 2025, which is after the five-year window. From 2010 through 2023, the Church (Paul)'s adverse possession runs for at least 13 years, passing the 10 year requirement. When Dana's extended period to sue ends in 2023, her action is therefore, barred and title by adverse possession is perfected.

But what if termination instead occurs only in 2018, when the Church formally dissolves and Paul continues on his own? Then the determinable fee ends in 2018, and Dana's fee simple becomes possessory then. Paul's possession from 2018 forward is adverse. By 2018, Dana is already 18, no disability, so the disability statute would not apply, and the ordinary 10-year period runs from 2018 to 2028. Dana then sues in 2025, within the 10-year window, so her action is timely, and adverse possession has not yet ripened.

Paul will argue that if there was any breach in 2010, that's when the clock started, making 2025 action too late. Dana could counter this argument by responding that the statute's

tolling meant no time ran until 2018 and that the five years after disability is too short to support a 10-year adverse possession requirement. Here, Dana's enlarged window still ended in 2023, after more than 10 years of adverse possession from 2010.

So, assuming the estate terminated in 2010, the statute of limitations began running at that time, was tolled during Dana's minority until she turned 18 in 2018, and then ran for five years and expired in 2023 because her cause of action first accrued while she was under the legal disability of minority and the disability statute gives her only five years after that disability is removed to file a lawsuit.

4. Who owns Hillacre in 2025?

Whether Dana or Paul holds title to Hillacre in 2025, given the defeasible fee, the change of use, the Church's dissolution, adverse possession, and the disability statute.

When a fee simple determinable's condition is broken, title automatically reverts to the holder of the possibility of reverter. However, a possessor who holds openly, notoriously, exclusively, continuously, and adversely for the statutory period acquires title by adverse possession, and the limitations statute, as extended by disability tolling, if applicable, bars the former owner's claim.

So initially, in 1990, the Church held a fee simple determinable, and G retained a possibility of reverter. In 2005, G died and Dana inherited that possibility. Title automatically shifts to Dana when the "Church purposes" condition is first breached. Let's look at two sides of the "church purposes":

(1) First, let's view the side of a strong interpretation. The 2010 shift to a social work, outreach, and a food program run by the Church still counts as a "church purpose" because it advances the Church's religious / charitable mission. The first clear break with "church purposes" occurs in 2018, when the Church dissolves and Paul continues

operating a nonprofit community center in his own name, no longer under the First Church of Harmony. At that point, the determinable fee terminates, and Dana's fee simple becomes possessory. From 2018 to 2025 is only seven years, not enough to satisfy the 10-year adverse possession period. Dana was not under disability at that 2018 mark, so the disability statute does not apply, and her 2025 quiet title action is timely. Adverse possession has not matured, so Paul has only a wrongful possession.

(2) Second, let's view the same 2010 shift, but from a strict interpretation. In this case, the first obvious break with "church purposes" would have occurred in 2010. Dana's title would then come forward in 2010, but she was a minor, so the statute was tolled until 2018, with five years to sue thereafter until 2023. The Church, and later Paul, were in adverse possession from 2010 to 2023, more than 10 years. Dana missed the 2023 deadline by 2025, so her claim would be barred, and Paul would own Hillacre by adverse possession.

Paul could push the 2010 termination view to solidify his adverse possession claim, arguing that a church without worship is no longer using the land for "church purposes." Dana will counter that by saying that "church purposes" are broad to include charitable outreach, especially while the Church still existed and operated the site in its name, and that the earliest breach is the 2018 dissolution, making Paul a trespasser since then and leaving her enough time to sue.

Therefore, Dana owns Hillacre in fee simple in 2025 and Paul must vacate because "church purposes" reasonably includes the Church's social-service outreach until its dissolution 2018, so the determinable estate does not terminate, and adverse possession did not begin to run against Dana's possessory title until 2018, well within the 10 year limitation period when she sued in 2025.

• Yep

Great work again