

HYBRID JD PROGRAM
REAL PROPERTY – Section 2

Midterm Examination

Fall 2025

Prof. A. Blomquist

Instructions:

There are three (3) questions in this examination.

Total Time Allotted: Three (3) Hours.

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.

Question 1

Lem leases a room in the house where he lives to Tom. The written lease calls for rent of \$800 per month for a period of six months. The lease allows Tom to make use of Lem's kitchen and bathroom, but the lease is silent as to repairs. Tom moves into the room.

Tom is very messy. He routinely leaves dirty dishes in the kitchen and leaves stains and shavings in the bathroom. Lem repeatedly asks Tom to clean up after himself, but Tom refuses.

Two months after executing the lease, Lem decides he has had enough of Tom's mess. Lem tells Tom if Tom does not clean up the mess, Lem will lock Tom out of the refrigerator. The next day, Tom leaves a dirty dish on the kitchen counter, so Lem puts a lock on the refrigerator. In response, Tom stops paying rent. Lem demands that Tom move out, but Tom refuses.

One month later, the heater to Lem's house stops working. Tom demands that Lem fix it because it is unbearably cold. Lem thinks this is his opportunity to make Tom move out, so Lem refuses. Tom does not move out.

One month later—with two months left on the lease—Lem locks Tom out of the house. Tom files suit against Lem, and Lem files a countersuit against Tom.

What claims can Lem and Tom bring against each other? What remedies are available to each of them? Discuss.

Question 2

In 2020, Jill held title to Greenacre per a valid, recorded deed.

Jill sold Greenacre to Kate for \$600,000. A general warranty deed was executed by Jill, but it was not immediately recorded. Kate immediately moved onto the property.

In 2021, Lucy looked into buying Greenacre from Jill. Lucy visited the property and discovered Kate living there. Lucy asked Kate what Kate was doing on the property because Lucy was going to buy the property from Jill. Kate thought it was a joke since Kate had already purchased the property from Jill, so Kate jokingly said “I must be Jill’s tenant.” Lucy accepted this explanation.

Jill then sold Greenacre to Lucy for \$800,000. A special warranty deed was executed by Jill. Lucy borrowed \$600,000 from Big Bank for the purchase, which was secured by a deed of trust on Greenacre. Big Bank’s deed of trust and the deed to Lucy were promptly recorded.

In 2022, Kate discovered her deed was not recorded, so she recorded her deed from Jill.

In 2025, Lucy defaulted on the loan to Big Bank. Big Bank sent proper notice of the default. After the statutory time for redemption expired, Big Bank attempted to evict Kate from the property so the property could be sold.

The jurisdiction is a title theory jurisdiction and has a race-notice recording statute.

1. As of 2022, who owned Greenacre? Discuss.
2. Do Kate or Lucy have any real property remedies against Jill for breach of the deeds?
3. Can Big Bank evict Kate? Discuss.

Question 3

In 2010, Ace dies, purportedly leaving Yellowacre to Betsy in his valid will, and Betsy immediately began paying the Yellowacre property taxes. However, unbeknownst to Ace and Betsy, Ace never owned any interest in Yellowacre. Clem actually held valid title to Yellowacre, but because he was estranged from his family, he did not know he inherited Yellowacre from his family two years earlier (in 2008). Clem is unrelated to Ace and Betsy.

Yellowacre is a sprawling, rural, relatively flat, 100-acre property with a farmhouse in the center of the property and fields used to farm various crops all around. The property borders a street on one side with a driveway running from the street to the farmhouse.

In 2011, Betsy decided to begin making use of Yellowacre. The property was too large for her to farm by herself, so she built a fence around a one-acre portion of the property along the street and began growing corn there. She continued this practice every spring and summer for the next four years.

In January 2015, Clem made up with his family, and they told him that he had inherited Yellowacre in 2008. Clem immediately went out to inspect Yellowacre, but because it was winter, he did not realize Betsy was using the property during the spring and summer. Clem decided to lease the property to Joe, who immediately moved into the farmhouse and began clearing away the overgrown fields in order to begin farming operations in the spring. He did not believe the fenced area was included in his lease, so he did not think anything was wrong when Betsy's resumed farming on the fenced corn field.

Clem did not return to the property until summer 2020. When he visited, he realized Betsy was using part of Yellowacre and he immediately confronted her. After that discussion, Betsy discovered that Clem held valid title to the property. She asked Clem if she could continue using the property if she paid Clem rent. Clem agreed, and Betsy continued her farming operations for the next five (5) years, but Betsy never paid the promised rent to Clem and Clem never asked for it again.

In 2025, Betsy filed suit against Clem to quiet title to all of Yellowacre. The statute of limitations for claims to real property in the jurisdiction is five years.

Who will prevail in Betsy's quiet title suit? Discuss.
(You do not need to address any landlord-tenant issues.)

Real Property-Sec2
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ANSWER OUTLINE

Exam Question 1

Landlord-tenant

Landlord duties—60%

- Not to disturb tenant's quiet enjoyment of the property
- Lem's locking the refrigerator is an affirmative act, so the partial eviction will be deemed a total eviction.
- Excuses Tom's duty to pay rent.
- Duty of habitability
 - Residential lease, so repairs fall on landlord
 - Must repair heater
 - Breach gives rise to a claim for damages
- No right to self-help—damages

Tenant duties—40%

- Pay rent
 - Excused by actual eviction from the refrigerator
- Not responsible for repairs
- Express covenants in the lease
 - Use of kitchen and bathroom must be reasonable
 - Is the mess reasonable?
 - Gives rise to claim for damages or can file suit for eviction for breach of lease

Exam Question 2

1. 30%

Race-notice statute

First to record without notice wins

Lucy recorded first

Lucy did a proper inquiry and did not discover Kate's interest, so probably no notice

Lucy wins

Big Bank also had no notice and recorded, so they also own an interest.

2. 60%

Breach of Deeds

Kate—general warranty deed

Covenant of seisin—no breach

Covenant of right to convey—no breach

Covenant against encumbrances—no breach

Covenant of general warranty—must defend against Lucy's claim

Covenant of quiet enjoyment—damages by claim for superior title

Covenant of further assurances—problem cannot be fixed with execution of documents

Lucy—special warranty deed—same covenants, own acts

Covenant of seisin—breached, no ownership

Covenant of right to convey—breached, no ownership

Covenant against encumbrances—no breach

Covenant of general warranty—no party with superior claim, no breach

Covenant of quiet enjoyment—can get damages if Kate sues

Covenant of further assurances—problem cannot be fixed with documents

3. 10%

Title theory, so Big Bank owns property after statutory period ends.

They can evict without foreclosing in a title theory jurisdiction on a deed of trust

Exam Question 3

Clem is presumed owner unless Betsy is successful with an adverse possession suit.

Adverse Possession

Actual use—15%

- Betsy was only using a portion of the property
- She had color of title through Ace's will

Exclusive use—15%

- Betsy was the only one using the property until 2015
- Betsy did not have exclusive use beginning in 2015 when Joe moved in.

Open and Notorious—20%

- Use was seasonal, but it was a farm so seasonal use is reasonable
- Fence was obvious year-round
- Corn was obvious during the summer
- Not in a remote portion of the property

Hostile—30%

- Use was contrary to the owner's rights throughout
- Clem granted permission, but only in exchange for rent
 - Was the failure to follow-up on rent permission to use the property?
- Connecticut Doctrine
 - State of mind is irrelevant
- Maine Doctrine
 - Must intend to take the property
 - Might have intent from 2020 to 2025
 - She knew she did not own the property
 - Filed suit five years later
- Good-faith Doctrine
 - She believed she owned it until 2020.

Continuous for the statutory period—10%

- Betsy had actual use since 2011
- Use was only exclusive from 2011 to 2015
- Use was open and notorious at all times since 2011
- Hostile element duration will depend on analysis, but ultimately will not matter since exclusive use was only four years.

Modernly, taxes—10%

- Betsy paid at all relevant times

1)

L=Lem

T=Tom

Introduction

A lease is a contract to provide a tenant with the right to possession of a piece of property in exchange for rent. To understand what duties a landlord has to a tenant, one must first determine what type of lease is at issue and whether or not that lease is valid.

What type of lease does T have with L?

A lease for a set period of time is called a term of years. A term of years terminates automatically at the end of the specified period.

Here the lease specifies that it will last for a period of 6 months.

Thus this lease is a term of years.

Good

Is this lease valid?

To be considered valid a lease must be in writing, and must specify the amount to be paid, when rent is due, and the length of the lease.

Here it is specified that the lease is in writing, that the amount to be paid is \$800/month and that the length of the lease is a term of 6 months. It can be assumed that the rent is due on the 1st of the month.

Thus this lease appears to be valid.

Good

What are T's duties to L?

Under a lease a tenant has the duty to pay rent, the duty not to commit waste, the duty to abide by any other agreements in the lease, and the duty to make repairs (though this is only a tenant duty in commercial leases).

Duty to pay rent

The most basic duty is the duty to pay rent in exchange for the right to possess the property. A tenant who fails to pay rent is in breach of contract. A tenant may withhold rent only if they have been constructively evicted.

Here T has the duty to pay \$800/month in rent because that is what he agreed to in the lease. Whether or not T is justified in withholding rent will be based on if he was constructively evicted. See analysis infra

Thus unless T was justified in withholding rent, from L he breached the contract by failing to pay rent.

I would add something here to let the grader know you will discuss if the tenant was justified below.

Duty not to commit waste

Waste comes in 3 forms, affirmative, permissive and ameliorative.

Affirmative Waste

Affirmative waste occurs when the tenant takes active steps to cause damage to the property.

Here L will argue that T has committed affirmative waste b/c T's messiness damages the property. The court may or may not buy this as it will take time and effort to clean up but will not cause permanent damage that will require repair.

Thus it is uncertain if T was committed affirmative waste

I think you probably have enough facts here to conclude that there was no permanent damage, so no affirmative waste.

Permissive Waste

Permissive waste occurs when the tenant allows the degradation of the premises by failing to make repairs. A residential tenant is not liable for permissive waste b/c under a residential lease the landlord has the duty to repair.

Thus T did not commit permissive waste

Good

Ameliorative Waste

Ameliorative waste occurs when the tenant makes improvements to the premises that change it from how it was when the tenant 1st took possession.

There are no facts to suggest that T made any improvements while under the lease.

Thus T did not commit ameliorative waste

Good

Duty to Repair

This is not a commercial lease b/c T is living in the building and not doing any work out of it.

Thus T had no duty to repair b/c this duty only arises in commercial leases

What are L's remedies?

When a tenant fails to pay rent or commits waste or otherwise breaches their lease agreement the landlord's remedy is to sue for eviction.

and/or seek
damages

IF T was not justified in withholding rent then L will be able to sue for eviction of T.

What are L's duties to T?

Implied covenant of quiet enjoyment

Under this covenant each party promises not to take action that deprives the other party of their rights under the lease. This covenant only covers actions and not inaction. When a landlord takes such action it is considered an actual eviction.

Here L locked T out of the refrigerator, which is an affirmative act. As T was granted access to this area as part of the property in the lease, L's act denying T access to the refrigerator constitutes an actual eviction.

Good! Also, it's a total eviction since it is caused by an affirmative act of the landlord. Also, what about the lockout of the whole premises?

Thus L broke the covenant of quiet enjoyment causing an actual eviction of T

Remedies for actual eviction

When a Tenant is actually evicted by the landlord they may either quit the premise within a reasonable time or sue for trespass. Actual eviction from any portion of the premises will be considered actual eviction from the whole premises.

T's options for remedies to his actual eviction was to either quit the premises and terminate the lease

or sue for trespass. T was not justified under an actual eviction to remain in the premises and withhold rent.

Implied covenant of habitability

Under this covenant the landlord promises to maintain the property in the condition that one would expect given the type of lease. This leaves the landlord responsible for repairs to the premises. When a landlord breaks this covenant, it is considered a constructive eviction.

Here L refused to fix the heater. As this is a residential lease one would generally expect that the heater would be functional.

Accordingly, by refusing to fix the heater L has constructively evicted T.

Remedies for Constructive eviction

When a tenant has been constructively evicted they may choose 1 remedy from 4 options. They may either quit within a reasonable time and terminate the lease, withhold rent, make the repair and subtract the costs incurred for the repair from the rent or prorate the rent based on the amount of the premises made unavailable by the eviction (only in a partial eviction). These remedies are only available to the tenant if they are up to date on their rent at the time of the constructive eviction.

This section is mostly right, though the remedies are not mutually exclusive.

Here T had stopped paying rent before L failed to repair the heater thus T cannot seek any of these remedies

Duty not to retaliate

A Landlord also has the duty not to retaliate against a tenant for seeking remedies to a constructive or actual eviction. This rule only applies if the tenant was up to date on rent when the eviction occurred. If the tenant is not up to date on rent then the landlord has no duty to repair under the implied covenant of habitability.

Here T stopped paying rent prior to L failing to fix the heater. Thus L did not retaliate when he refused to fix the heater.

Conclusion

L actually evicted T when they locked T out of the refrigerator. T did not seek either of the accepted remedies for this type of eviction, but instead chose to withhold rent. Thus when L constructively evicted T it was not considered retaliation and T could not seek any of the remedies normally available under this type of eviction.

Grade: 80

This is a very well-done essay. You covered all the big issues and almost all of the small ones. Your rule statements and organization were also very good overall. See my comments above for a few issues to address. Also, keep in mind that use in a lease must be reasonable. It would have been good to address whether T's messy use was reasonable as contemplated in the lease. Overall, this is a great response, though. Nice job!

2)

J=Jill

GA=Greeneacre

K=Kate

L=Lucy

BB= Big Bank

b/c=because

1) As of 2022 who owned GA?

Who owns GA will depend on if the court finds that L's inquiry into K interest in GA was sufficient.

Under a race notice statute a previous unrecorded interest will not have effect against a subsequent bona fide purchaser unless that party has notice of the previous interest so long as the bona fide purchaser's interest is first recorded.

Is L a bona fide purchaser?

A bona fide purchaser is 3rd party who provides valuable consideration in exchange for the property. Valuable consideration must be more than a sham amount and must have some relation to the market value. Analysis?

Did L have notice of K's interest prior to recording?

Notice comes in 3 forms: actual, inquiry, or record notice

Did L have Actual Notice of K's interest?

To have actual notice a party must actually be aware that another party owns the property before they purchase.

Here there is nothing to suggest that L actually knew of K's ownership of GA prior to L buying from J. Good

Did L have Inquiry Notice of K's interest?

A buyer has inquiry notice if some condition exists that would lead a reasonable purchaser to investigate another's interest prior to purchasing.

Here K living in GA gave L inquiry notice of K's ownership of GA. While L will argue that K telling L that she was J's tenant, K should have also asked J about K's interest in GA prior to closing the sale. For all that L new K could have had 5 more years on a valid lease with J to rent GA. As there is nothing to indicate that L spoke to K about this subject, L's cannot say that she fully or appropriately inquired about K's interest in GA.

Interesting. What else could L have inquired into to discuss K's interest?

Thus L failed to properly inquire about K's interest in GA prior to purchasing.

Did L have Record Notice of K's interest?

A buyer has record notice when the previous interest has been recorded.

Here K did not record prior to L's purchase from J.

Good

Thus L did not have record notice of K's interest in GA

Did L record first?

In a race notice jurisdiction

Analysis?

2) What are K's Remedies against J?

Under a General warranty deed the grantor provides the grantee with the following 6 covenants: the covenant of seisin, the covenant of right to convey, the covenant against encumbrances, the covenant of general warranty, the covenant of quiet enjoyment, and the covenant of further assurances. A grantee may sue for damages for the breach of any of these covenants.

The Covenant of Seisin

Under this covenant the grantor promises that they own the land they are selling.

Here J owned GA at the time that she sold it to K, as the prompt says that J held a valid, recorded deed.

God

Thus K will not be able to sue J for breach of the covenant of seisin

The Covenant of Right to Convey

Under this covenant the grantor promises that they have the right to convey the land they are selling.

At the point that J sold GA to K, J had the right to convey GA since she held a valid recorded deed to GA and there is nothing to suggest that she was not allowed to convey based on some other constraint. Good

Thus K will not be able to sue J for breach of the covenant of right to convey.

The Covenant Against Encumbrances

Under this covenant the grantor promises that there are no encumbrances (mortgages, liens, easements, etc) on the land other than those detailed in the deed.

Here J did not fail to disclose any encumbrances on GA when she transferred her interest to K.

Good

Thus K may not sue J for breach of the covenant against encumbrances

The Covenant of General Warranty

Under this covenant the grantor promises that they will pay legal fees incurred in protecting grantee's title from another who is suing to assert an interest in the property.

Here J is responsible to pay legal fees for K in any claim K finds herself in regarding her right to possess GA. Presently BB is attempting to evict K from GG. Good

Accordingly J is responsible for the court costs that K incurs while defending her interest in GA from BB.

The Covenant of Quiet Enjoyment

Under this covenant the grantor promises that the grantee will not be disturbed in their enjoyment of the property by someone with superior title. Good

Here J is not liable to K for breach of this covenant, b/c L has inferior title to K.

The Covenant of Further Assurances

Under this covenant the grantor promises that they will provide any other documents required to perfect title.

There is nothing to show that J breached this covenant.

Good

Thus K will not be able to sue J for breach of this covenant.

3) What are L's Remedies against J?

A special warranty deed is the same as a general warranty deed but the covenant only extends to acts taken by the grantor and not those taken by their predecessors in interest.

The Covenant of Seisin

Under this covenant the grantor promises that they own the land they are selling.

Here J breached this covenant b/c J no longer was the rightful owner of GA as she had already sold this property to K previously.

Good

Thus L may sue J for breach of the covenant of seisin.

The Covenant of Right to Convey

Under this covenant the grantor promises that they have the right to convey the land they are selling.

Here J breached this covenant b/c J did not have the right to convey GA as she no longer owned it after selling to K.

Good

Thus L may sue J for breach of the covenant of right to convey.

The Covenant Against Encumbrances

Under this covenant the grantor promises that there are no encumbrances (mortgages, liens, easements, etc) on the land other than those detailed in the deed.

Here J did not fail to disclose any encumbrances on GA when she transferred her interest to L.

Good

Thus L may not sue J for breach of the covenant against encumbrances

The Covenant of General Warranty

Under this covenant the grantor promises that they will pay legal fees incurred in protecting grantee's title from another who is suing to assert an interest in the property. Under the special warranty deed this covenant is curtailed to the extent that the grantor is only assuming responsibility for legal costs arising out of the grantor's actions. Good

Here L is entitled to legal costs that will be incurred if K were to choose to sue to quiet title.

The Covenant of Quiet Enjoyment

Under this covenant the grantor promises that the grantee will not be disturbed in their enjoyment of the property by someone with superior title. Under the special warranty deed this covenant is curtailed to the extent that the grantor is only will promises that grantee will not be disturbed inn their enjoyment of the property by someone who has superior title brought about by the grantee.

Here L will be able to sue J for breach of this covenant b/c K has superior title. Good

The Covenant of Further Assurances

Under this covenant the grantor promises that they will provide any other documents required to perfect title.

There is nothing to show that J breached this covenant. Good

Thus L will not be able to sue J for breach of this covenant.

4) Can BB evict K?

A mortgage is a property interest that allows a lender to secure a debt. Under a title theory jurisdiction the lender holds the title to the property and the buyer has the right of possession. This means that the lender may press an eviction without going to the courts and may sell to recoup their costs without a foreclosure ruling.

Here If L had purchased without notice of K's interest then BB would be allowed to evict K and sell to recoup their loss caused by L's failure to pay. However since L had notice of K's interest when she purchased her interest was invalid and thus BB does not have a valid interest in GA.

Actually, it must be BB that did not have notice of K's interest.

Accordingly BB will not be able to evict K from GA

Grade: 80

There were a couple minor misunderstandings as to notice issues, but overall this essay demonstrates thorough understanding of the material tested. Nice job! To pick up some more points, be sure all your rules are getting analyzed with some good "because" or "since" statements, and check those missed issues I commented on above. Overall, this is a very strong essay. Nice job!

3)

A=Ace

B=Betsy

YA=Yellowacre

C=Clem

J=Joe

AP=Adverse possession/adverse possessor

The issue here is if B gained title to YA through AP

Through AP a person who does not have title to a property may acquire title if they have actual and exclusive possession of the property, that possession is open and notorious, hostile, and continuous for the statutory period. Modernly for a person to successfully acquire title through AP they must also pay the property taxes for the statutory period.

Actual possession

To have actual possession an AP must actually use the property for some reason.

Here B farmed a 1 acre section of GA from 2011-2025.

Thus B actually possessed the 1 acre of YA from 2011-2025

Exclusive Possession

To have exclusive possession the AP must be the only person using the property.

Here B was the only person using YA from 2011-2015, as she farmed the area while no one else was using the land. From 2015-2025 B had exclusive possession of the 1 acre fenced area which J did not believe was his as part of his rental of YA from C. OK

Thus B had exclusive possession of at least part of YA from 2011-2015

What about color of title? You addressed it below, but it's really part of this element and if you had addressed it here, you would probably have seen the issue I commented on below.

Open and Notorious Possession

Possession is considered open and hostile if a reasonable owner would have discovered the AP upon inspection of the property.

Here C did conduct an inspection in 2015 but did not notice B's use b/c it was the winter and B was not farming. While this may otherwise be considered a valid inspection, since the majority of YA is farm land that is generally only in use in the spring and summer, a reasonable inspection of YA would need to occur in those seasons. If C had come to YA in those times of year he would have noticed B as he did in 2020 when he came back to YA. Good

Thus B's possession of YA was open and notorious from 2011-2025.

Hostile Possession

To be considered hostile the AP's possession must be contrary to the rights of the true owner. If the person attempting to gain title through AP, then being allowed to be there by the owner means that their possession is not hostile. Hostility can be judged under 3 different standards depending on the jurisdiction. These are the Maine Doctrine, The Connecticut Doctrine, or the good faith doctrine.

Maine Doctrine

Under the Maine doctrine an AP's possession is only considered hostile if they know that the land they are in possession of is not theirs. ...and they intend to take it.

Here B though the land was hers at least from 2011-2015 when J began farming the rest of the land. Per the prompt B did not discover that C was the rightful owner of YA until 2020. Further C told B she could continue to occupy the 1 acre she was farming in exchange for rent. By being allowed to be there this defeats hostility. However, B may successfully argue that in not paying rent as promised she regained hostility of possession. Good

Thus under the main doctrine B may or may not have had AP from 2020-2025 but not from 2011-2020 when she thought she owned the place.

Connecticut Doctrine

Under the Connecticut doctrine an AP's possession is hostile if they intend to possess the land no matter if they know it is theirs or not.

Under this doctrine B had hostile possession at least from 2011-2020, and may have had hostile possession from 2020-2025 after failing to pay rent.

The Good Faith Doctrine

Under the good faith doctrine an AP may only gain possession if they believe in good faith that the land is theirs.

Under this doctrine B had hostile possession from 2011-2020 when she believed that she owned YA in good faith, but not from 2020-2025 after she became aware that the land was not hers even if she did not pay C rent.

Continuous for the statutory period

To gain title to land through AP possession must be continuous for the statutory period. Continuity is based on how the property would be normally used. The statutory period in this jurisdiction is 5 years.

Here B used 1 acre of YA from 2011-2025 every spring and summer which is line with how this land would normally be used as farm land. If B had only lived in the house for these periods there would not have been continuity of possession as it is expected that a person will live in a house year round.

As farm land is generally only used in the spring and summer and this is all of YA that B was in possession of, B's possession of the 1 acre plot was continuous from 2011-2025.

Thus B's possession of YA was continuous for the statutory period.

Payment of Property Taxes

Modernly for a person to successfully acquire title through AP they must also pay the property taxes for the statutory period.

Here it is stated that B began paying property taxes in 2010, and there is nothing to indicate that she stopped doing so even after C confronted her about YA being C's land.

Thus B paid property taxes for well over the statutory period.

Color of Title

Generally a person will only gain through AP the portion of the property that they use, however if

they have a written instrument purporting to grant them title to the property, possession of any of the property will be considered possession of all of the property under color of title.

While B only farmed 1 acre of YA from 2011-2025 she will be able to claim the whole of YA under color of title due to her receipt of YA from A through a valid will.

This actually creates a significant problem as to the exclusive element if she claims all of YA because she wasn't using all of YA exclusively.

Thus B will be able to claim all of YA under AP.

Conclusion

B will be able to acquire title to all of YA through color of title as, she was in actual and exclusive possession of a portion of YA that was open and notorious and hostile for the statutory period while also paying property taxes.

Thus B is the rightful owner of all of YA through AP

END OF EXAM

Grade: 75

This essay demonstrates above-average understanding of adverse possession. To improve, see what you can do to take your analysis deeper because the analysis was a bit shallow. More "because" and "since" statements would help you tie the facts to the rules stronger and demonstrate your command of the material. Let the grader know that you know exactly what rule is met with each fact.