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# Real Property (Quickstudy: Law)

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## REAL PROPERTY

<p><b>ESTATES</b></p> <p><b>HISTORY</b></p> <p><b>FEDERALISM</b></p> <ol style="list-style-type: none"> <li>1. Tenants-in-feud</li> <li>2. Support of vassals of noblemen</li> <li>3. Received parcels of land in exchange for providing services to king, including military and economic support</li> </ol> <p><b>Subsistence</b></p> <ol style="list-style-type: none"> <li>1. Received parcels of land from tenants-in-feud in exchange for services</li> <li>2. Feudal Relationships</li> <li>3. Details of land further subdivided</li> <li>4. Peasants were at bottom of feudal hierarchy</li> <li>5. Upon death and without heirs, possession of land reverted back to lord</li> <li>6. Upon death of peasant or vassal, possession was forfeited to lord</li> <li>7. Serfdom Origin Emphasized</li> <li>8. Further consolidation of the vassal's tenancy established</li> <li>9. Tenants given right to alienate land, in substance another tenant without lord's consent, with services being apportioned</li> </ol> <p><b>DEFINITION OF ESTATE</b></p> <ol style="list-style-type: none"> <li>1. Interest in land that is currently, or may become present, measured by some period of time</li> </ol>	<p><b>NONFREEHOLD (LEASEHOLD) ESTATES</b></p> <p><b>TENANCY AT WILL</b></p> <ol style="list-style-type: none"> <li>1. No fixed duration</li> <li>2. Terminated at any time by agreement of both landlord and tenant</li> <li>3. Requirement for creation of ten with notice</li> <li>4. Sale of property</li> <li>5. Death of either party</li> </ol> <p><b>PERIODIC TENANCY</b></p> <ol style="list-style-type: none"> <li>1. Automatic renewal</li> <li>2. Example: Month-to-month or year-to-year</li> <li>3. Termination by notification equal to notice</li> <li>4. Notice must specify the date of termination</li> <li>5. Exception: Tenancy of 1 yr requires 6 mos. notice</li> <li>6. Modern Tenant Governed by Statute</li> <li>7. E.g., Lease for year-to-year requires 1 month notice to terminate</li> </ol> <p><b>TENANCY AT SUFFERANCE</b></p> <ol style="list-style-type: none"> <li>1. Wrongful holdover</li> <li>2. Landlord has option to evict Tenant or hold Tenant to another lease</li> </ol> <p><b>TENANCY FOR YEARS</b></p> <ol style="list-style-type: none"> <li>1. Specific period of time</li> <li>2. Automatically fixed by calendar but may be terminable upon some event</li> <li>3. Termination at end of period without necessity of notice</li> <li>4. More than one year</li> <li>5. No writing</li> <li>6. Subject to Statute of Frauds</li> </ol> <p><b>LANDLORD'S RIGHTS AND DUTIES</b></p> <ol style="list-style-type: none"> <li>1. Common Law</li> <li>2. No liability for subsequent arising conditions</li> <li>3. No duty to maintain</li> <li>4. Modern Law</li> <li>5. Assumption of specific risk generally             <ol style="list-style-type: none"> <li>1. Reasonable care required</li> <li>2. Not for contractual terms</li> <li>3. Common negligence</li> <li>4. Duty to exercise ordinary care</li> <li>5. Avoid traps</li> <li>6. Warn of premises in good repair</li> <li>7. Liability for personal injury</li> <li>8. Duty to disclose latent defects</li> <li>9. Duty not to interfere with Tenant's quiet enjoyment</li> <li>10. Duty not to prevent a nuisance</li> <li>11. Not responsible for acts of tenants (including with other tenants, except where existence of legal ability has been granted)</li> </ol> </li> </ol> <p><b>TENANT'S RIGHTS AND DUTIES</b></p> <ol style="list-style-type: none"> <li>1. Entitled to possession</li> <li>2. Breach of Tenant entitled to implied Warranty of Habitability</li> <li>3. Modern trend holds liability applied in contractual terms</li> <li>4. Duty to pay rent</li> <li>5. Liability for waste             <ol style="list-style-type: none"> <li>1. Destruction</li> <li>2. Neglect</li> <li>3. Alteration</li> </ol> </li> <li>6. Duty of reasonably good care             <ol style="list-style-type: none"> <li>1. Liability to third parties</li> </ol> </li> </ol> <p><b>REMEDIES FOR BREACH OF IMPLIED WARRANTY OF HABITABILITY</b></p> <ol style="list-style-type: none"> <li>1. Constructive Eviction             <ol style="list-style-type: none"> <li>1. 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</li> </ol> </li> <li>2. Habitability Action             <ol style="list-style-type: none"> <li>1. Tenant who cannot violation of Housing Code and repairs violations by landlord, and with his own money he creates a habitability for repairing</li> </ol> </li> </ol>	<p><b>READER RIGHTS</b></p> <ol style="list-style-type: none"> <li>1. Reproduce right of each person to use all notes included in this publication</li> <li>2. Commercial transfer is prohibited</li> <li>3. Prior Appropriation (2000 or later, 2002 or later)</li> </ol> <p><b>TYPES OF TENANCY</b></p> <p><b>JOINT</b></p> <ol style="list-style-type: none"> <li>1. Right of Survivorship</li> <li>2. Survivor retains right in property no longer subject to operation of descent or descent</li> <li>3. Right of survivorship preference must derive under will or trust (absence of dispositive intent)</li> <li>4. Some jurisdictions recognize only tenants in common, where survivor's remainder is a half share in abandoned without consent</li> </ol> <p><b>Joint tenancy</b></p> <ol style="list-style-type: none"> <li>1. Time, title, interest and possession</li> <li>2. Modern Statute</li> <li>3. Example: Owner's intent clearly expressed in deed</li> </ol> <p><b>Beneficial Tenancies</b></p> <ol style="list-style-type: none"> <li>1. Trustee's fee</li> <li>2. Individual's rights subject to individual creditors</li> <li>3. Individual use</li> <li>4. No survivorship</li> <li>5. Discretion of entire estate trustee as trustee</li> <li>6. Joint tenant's survivorship of interest leaves joint tenancy with respect to that share</li> <li>7. Disposition of survivor's feeble share as Trustee as trustee with surviving joint tenant</li> </ol> <p><b>Partnership</b></p> <ol style="list-style-type: none"> <li>1. No survivorship</li> <li>2. Title trustee (trustee) - Execution trustee (trustee)</li> <li>3. Common Law: legal title conveyed to both and increased both equal of indebtedness to receive legal title back upon payment of mortgage</li> <li>4. Joint Tenancy (jointly) - fee title issues as long as contract in writing and capable of specific performance</li> <li>5. Joint title security interest and not legal title</li> <li>6. Lease</li> <li>7. Common Law: Unity of interest is destroyed thereby severing joint tenancy</li> <li>8. Modern Statute: Surviving joint tenant takes the whole thereby not severing joint tenancy</li> <li>9. Joint Beneficial Title: Whether surviving joint tenant takes subject to share or 1/2 interest as whether survivor holds whole not subject to legal title</li> <li>10. Equal right to possession whole subject to rights of other tenants</li> </ol> <p><b>IN TIME INTEREST</b></p> <p><b>Reversion &amp; Right</b></p> <ol style="list-style-type: none"> <li>1. Landlord's right</li> <li>2. Time, title, interest, possession and privity</li> <li>3. Used from title to parties' marital relationship</li> </ol> <p><b>By the whole</b></p> <ol style="list-style-type: none"> <li>1. No right of partition</li> </ol> <p><b>Survivorship</b></p> <ol style="list-style-type: none"> <li>1. Right of survivorship</li> <li>2. Trustee</li> <li>3. Common law: privity of title of joint creditor</li> <li>4. Assume from individual creditors law: federal tax law may attach to property (U.S. Code)</li> </ol> <p><b>IN COMMON</b></p> <ol style="list-style-type: none"> <li>1. No Right of Survivorship</li> <li>2. Survivor passes to heirs of deceased tenant</li> <li>3. Changing by grant but right to possess entire property unless otherwise by agreement</li> <li>4. Interest in property proportionate to contribution paid for each interest</li> <li>5. Feasible alienable</li> <li>6. Subject to claims of creditors</li> <li>7. Modern Statute             <ol style="list-style-type: none"> <li>1. Permission of tenancy in common if conveyance fails to specify form of ownership</li> <li>2. Common Law: privity of title, possession, and control on mortgage (limited to that stated value of loan)</li> </ol> </li> </ol> <p><b>GENERAL RULES OF CO-TENANCY</b></p> <ol style="list-style-type: none"> <li>1. Statute of Anne             <ol style="list-style-type: none"> <li>1. Contribution of full party changes</li> <li>2. May defend themselves to prevent Taxes, Unfair etc.</li> <li>3. Account to co-tenants for rents/profit</li> <li>4. Joint Tenants: joint-tenants, common-law, and control on mortgage (limited to that stated value of loan)</li> <li>5. Mutual defense - joint principal and insurance</li> </ol> </li> </ol>
<p><b>FEE SIMPLE</b></p> <p><b>COMMON LAW</b></p> <ol style="list-style-type: none"> <li>1. Presumption of Life Estate unless words of limitation and reference to the common</li> <li>2. <b>BEYOND FUTURE</b></li> <li>3. <b>NO RESTRAINT ON ALIENABILITY</b></li> </ol> <p><b>MODERN TREND</b></p> <ol style="list-style-type: none"> <li>1. Create lease fee-simple Absolute over Defensible Fee</li> </ol>	<p><b>FEE TAIL</b></p> <p><b>COMMON LAW</b></p> <ol style="list-style-type: none"> <li>1. To "he and the heirs of his body"</li> <li>2. Infeudum</li> </ol> <p><b>RESTRICTION</b></p> <ol style="list-style-type: none"> <li>1. Estate used Grantor's blood line only</li> </ol> <p><b>INHERITABLE</b></p> <ol style="list-style-type: none"> <li>1. Restricted alienability to Grantor's descendants</li> </ol> <p><b>MODERN STATUTES DATE UNDERING</b></p> <ol style="list-style-type: none"> <li>1. Fee Simple in Common             <ol style="list-style-type: none"> <li>1. Testamentary interest in the estate or become possessory if Grantor dies without issue</li> <li>2. Life Estate in Grantor</li> <li>3. Fee Simple Remainder in issue</li> <li>4. No issue (reverts to Grantor)</li> </ol> </li> </ol>	<p><b>RIGHTS OF POSSESSOR</b></p> <p><b>LATERAL SUPPORT</b></p> <ol style="list-style-type: none"> <li>1. Right to have land supported in natural state by adjacent owner</li> <li>2. Liability for damage to building if land would have supported in natural state</li> </ol> <p><b>SEMI-DEFENSE OF SURFACE</b></p> <ol style="list-style-type: none"> <li>1. Right to have land supported in natural state by owners of surface under surface</li> <li>2. Liability for damaged land would have supported in natural state</li> </ol>
<p><b>LIFE ESTATE</b></p> <p><b>DEFINITION GIVEN BY LIFE OF GRANTEE</b></p> <ol style="list-style-type: none"> <li>1. Fee Simple or Fee Simple with life</li> <li>2. Modern Law: If Decedent dies before surviving life, life estate passes to decedent's heirs</li> </ol> <p><b>COMMON LAW</b></p> <ol style="list-style-type: none"> <li>1. Life Estate in Grantor</li> <li>2. Life Estate in Heir's Life Estate</li> <li>3. Trustee</li> <li>4. Wife took 1/3 Life Estate in each parcel of land; husband was seized during marriage</li> <li>5. <b>REVERSION TO BE REVERSED AT DEATH OF NAMED GRANTEE</b> <ol style="list-style-type: none"> <li>1. Reversioned alienability</li> </ol> </li> </ol> <p><b>MODERN STATUTES</b></p> <ol style="list-style-type: none"> <li>1. Donor &amp; Curtesy abolished</li> <li>2. Life Estate, surviving spouse takes elective share - 50% of net assets</li> <li>3. Curtesy Abolished, property is divided under concept of equitable distribution</li> </ol>	<p><b>RIGHTS OF POSSESSOR</b></p> <p><b>LATERAL SUPPORT</b></p> <ol style="list-style-type: none"> <li>1. Right to have land supported in natural state by adjacent owner</li> <li>2. Liability for damage to building if land would have supported in natural state</li> </ol> <p><b>SEMI-DEFENSE OF SURFACE</b></p> <ol style="list-style-type: none"> <li>1. Right to have land supported in natural state by owners of surface under surface</li> <li>2. Liability for damaged land would have supported in natural state</li> </ol>	<p><b>RIGHTS OF POSSESSOR</b></p> <p><b>LATERAL SUPPORT</b></p> <ol style="list-style-type: none"> <li>1. Right to have land supported in natural state by adjacent owner</li> <li>2. Liability for damage to building if land would have supported in natural state</li> </ol> <p><b>SEMI-DEFENSE OF SURFACE</b></p> <ol style="list-style-type: none"> <li>1. Right to have land supported in natural state by owners of surface under surface</li> <li>2. Liability for damaged land would have supported in natural state</li> </ol>



## Synopsis

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

## Book Information

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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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