

Received	Question
4/24 11:15 p.m.	as far as the final goes, should we prepare to answer MCQs about the facts of particular cases (e.g. the specifics of how Howard and the neighbor came to acquire their interests, and perhaps conspired to eject Kunto)?
4/25 5:05 p.m.	How important is it to review English common law in addition to the American common law? For example in the negative easement reading for tonight the book goes into detail about how the English common law dealt with easements and it also explains what American common law took from it and what it changed. On the exam will be asked any questions about how the law has changed in that respect (whether about easements or another topic)? Or will there be any instances where you will ask us to apply English common law on a hypothetical rather than American?
4/26	If we were to have to state that a party became adverse possessor of a property- do you simply want us to say "these are the 4 elements of AP under Lutz" and "X satisfied the 4 elements of adverse possession under Lutz" OR would you prefer we go through each element and explain HOW these elements were satisfied. [_If I give facts that fit into the elements, to get full points you should deploy the facts._]
4/26	Also, if you ask about particular claims (i.e. the question in the box on page 3 of 2004 exam) Do you also want us to address the issues between the other parties since they seem to play a factor [_It would depend on what I say in the box with the "call of the question."_]]
4/26 2:48 p.m.	A question about holdover tenants. In Crechale and the notes that follow, there are different approaches for determining the length of term for a holdover tenant who isn't evicted. The case itself set the term at 1 month, I suppose because that was the payment schedule of the original lease. Will our law for the class be that the term of a holdover lease is determined by the way rent was originally computed?
4/26 3:39 p.m.	I've come across concepts in my notes that have left me a bit confused. I understand that easements don't qualify for adverse possession because permission destroys the element of hostility that is required to establish adverse possession. However, in our problems that involved a property owner allowing the gardener or neighbor space for a garden to feed their family, the court ruled they could not be ejected from that plot (a reliance situation). In those situations, the possession wasn't hostile but the court said they still had a right to occupancy on the land. How does that work with our material?
4/26 4:58 p.m.	I had a question regarding the rule of perpetuities. Would you mind explaining how the RAP operates again? I understand that you cannot re-teach it, but would you mind just discussing the approach to a RAP conveyance- (in class tomorrow)? Also can we bring a calculator to the test?