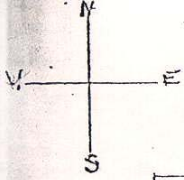


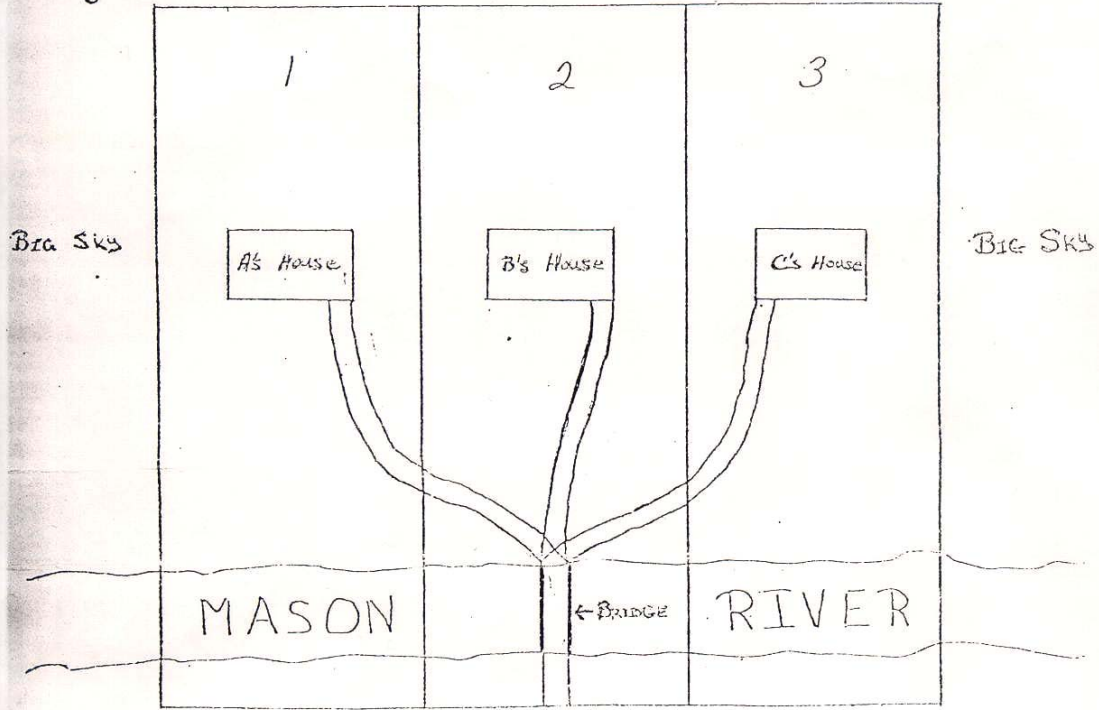
PROPERTY II  
Professor Randolph

In 1953 Sid Lucas purchased a tract of land in State X. The tract ran across a nonnavigable stream, called Mason River, to a public road. It was surrounded by land owned by Big Sky Company. In 1954 Sid enclosed that part of his tract north of the river and constructed a bridge across the river. From 1954 to 1958 Sid grazed beef cattle on the tract using the bridge to get to and from the public road at least one a week. In 1958 Sid filed a plat with proper authorities which divided the tract into Lots 1, 2, and 3. The bridge was located on Lot 2. In 1959 Sid sold Lot 1 to Ace Adams, followed by the sale of Lot 2 to Bud Byer and still later in that year by the sale of Lot 3 to Curt Crew. The deeds accomplishing the transfers to Ace, Bud and Curt were immediately recorded. In the deed to Lot 1 the following clause appeared: "The grantor hereby promises to maintain the bridge, that is now located on Lot 2 of this tract, in good repair." In 1960 each purchaser constructed a house on his lot and a gravel roadway connecting the house with the bridge. From a house on his lot and a gravel roadway connecting the house with the bridge. From 1960 to the present time each purchaser has lived in the house on his lot and has used the bridge on the average of once a day. Relations between Ace, Bud and Curt used the bridge on the average of once a day. Relations between Ace, Bud and Curt have been amicable except for a short "flare-up" between Ace and Bud in 1966 during which Bud told Ace: "If I ever catch you on my land again, I'll kill you." The statute of limitations for the recovery of land in State X is 10 years.

- (a) Discuss the rights, if any, of Ace and Curt to continue to use the roadways and bridge on Lot 2.
- (b) Discuss the rights, if any, of Ace and Curt as against Bud and Sid in relation to the maintenance of the bridge on Lot 2.



Big Sky



PUBLIC ROAD