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PLG-104 Real Property Syllabus and Course Guide

The Real Property course is a time-based course built into the Crestpoint learning management system. The course is divided into modules, each of which contains readings and/or video lessons. Each module also contains one or more assessments. Students should aim to complete one module per week and should not work too far ahead or fall too far behind.

All course assessments must be submitted by the course deadline. The deadline can be found by clicking on the Course Name, then Progress Report. Generally, the course deadline is approximately 4 weeks after the last day of the course.

If you are having trouble completing the course, the student is strongly encouraged to contact his or her academic advisor or [Academic Support](#).

Course Description:

Real estate is a field of law where paralegals are of the utmost importance to their employers. This course will provide our students with a fundamental understanding of the concepts and working terminology of real property law. The course reviews disclosure obligations and regulations affecting brokers, salespeople and owners. The course provides an introduction to buying, selling, leasing and investing in real estate; a brief look at the general laws of land ownership and transactions, including rights and interests in land, forms of ownership and methods of title transfer; title examinations and insurance; parties to a real estate transaction; the sales agreement and contract; real estate finance including appraisals and mortgages; the owner-broker relationship; deeds and indentures; real property descriptions; the closing and settlement process; and post-settlement activities. This course will further acquaint our students with the process of a real estate transaction and the documentation involved.

Course Objectives:

Upon completion of this course, students will be able to:

- Describe the "estate system" and explain ways the estate system is relevant to determining ownership of property.
- Describe and distinguish concepts of co-tenancy, joint tenancy, tenancy in common or by the entirety and community property.
- Describe the rights and responsibilities of a landlord and tenant.
- Determine whether a wrongful eviction or other wrongs against a tenant has been committed.
- Discuss the preparation of a real property deed and prepare a real property.
- Apply rules of easements, i.e., rights of owners and non-owners as to property usage, to a particular fact pattern.
- Describe and apply the rules of eminent domain and just compensation.
- Determine when the decisions of zoning boards can be appealed to state and federal courts.

Textbook:

All reading assignments refer to the Crestpoint courseware, Cases and/or statutes that are specifically mentioned in the syllabus are required reading. The texts of these cases and/or statutes may be accessed directly from the courseware. In addition to the assigned courseware and cases, students should familiarize themselves with the various legal documents listed for each lecture. These documents can be found on the Course Materials, under this course's materials, on the Crestpoint student website. Some, but not all, of these documents will be discussed in class. Reading assignments for each class should be completed prior to the class.

In addition to the courseware's electronic form, you may also view/print out a PDF version of the courseware that includes:

- 1) The courseware**
- 2) All lecture slides**
- 3) Selected Provisions from the Uniform Commercial Code**

See the course materials page for the link.

Weekly Interaction Requirement

To ensure that all students are involved, participating, and in compliance within the course, each student should complete one assessment each week. Students who do not fulfill the requirement within a given week will be sent reminder emails. Students who fail to interact in multiple weeks may be subject to academic and financial aid consequences, in accordance with Crestpoint's Satisfactory Academic Policy and other school policies.

Course Structure

After logging into your Crestpoint student account, locate your enrolled course by scrolling down and clicking on the course name. Your course will expand, and you will find eight modules, each corresponding to one week of the course. Lectures, slides, documents, assignments, discussions, and exams for each week are organized within the respective module.

Assessments

Assessments may be in the form of discussion questions, assignments, and/or exams.

Exams are graded on a scale of 0-100 and must be done in 2-4 hours, depending on the exam. The start exam page indicates the length of time for each exam. Discussions and assignments should be completed in accordance with the assignment instructions. Assignment information can be found at the end of the course syllabus.

Please see the Grading Policy under School Links for specific details regarding the grading of assessments.

Crestpoint Academic Advisor

Each Crestpoint student is assigned an academic advisor upon enrollment. Your academic advisor is a resource that can and should be drawn on if you need academic assistance. This includes advice on studying, help with assignments, general academic questions, etc. You should have received an email from your academic advisor upon enrollment. If you have not received such an email or do not know who your academic advisor is, please contact Anne Lewis at anne@crestpoint.edu.

Crestpoint Plagiarism Policy

All work done by Crestpoint students is expected to be their own work. In addition, Crestpoint students may not share their completed work, answer keys, or sample answers which they have obtained by any method with any other student. Students may NOT upload any sample answer (whether written by themselves or any other person) to any publicly available website or database.

Students are requested and encouraged to please review the [Academic Integrity and AI Use Policy](#). Students are responsible for complying with its terms.

Course Grades

Grades are issued on a classical A through F scale based on the grades scored on the assessments, per this syllabus.

Lesson Schedule

Module 1

Lecture 1

We will begin the course with a discussion of some of the background principles that apply to Property law in general. We will examine the common law contexts under which real property law developed and compare the development of Real Property law to that of other areas of civil law, including torts and contracts. We will begin the substantive section of the course with a survey of some of the most important rules involving personal property. We will discuss the rule of capture and the responsibilities that pertain to finders of lost property. Finally, we will discuss the rules regarding the acquisition of property by accession.

Courseware Reading:

Chapter 1: Personal Property

- A. Acquisition of Personal Property- The Rule of Capture
- B. Acquisition by Accession

Cases:

Pierson v. Post

Although this case dates back to the early 19th century, it presents an interesting discussion as to the historical common law attitude toward the acquisition of personal property. In this case, the question was whether a hunter in hot pursuit of an animal gains any rights regarding that animal before actually taking possession of it. It's discussion can and will be applied to other cases as well.

Ghen v. Rich

This case took the principles in Pierson one step further and applied the rule of capture to cases in which an identifying mark was made on an animal "in the wild," while not being under the control of the "finder." The most interesting facet of this case might have been the willingness of the court to "bend" the principles inherent in the rule of capture to societal realities that existed at the time. When reading this case, keep in mind that all laws and legal principles are subject to exceptions when those exceptions are necessary to maintain industry customs and other "de facto" rules that already exist.

Lecture 2

In this class, we will turn our attention to personal property transfers. We will discuss the various elements that are required to make a gift valid. We will also discuss the various kinds of gifts, including inter-vivos gifts and gifts causa mortis, and examine the elements that are necessary to perfect each type of gift. We will also compare these two to the third major type of gift- that done through a Will. We will then turn to bailments, which deal with transfer of possession of personal property, as opposed to gifts, which are transfers of possession of personal property, rather than the transfer of title.

Courseware Reading:

Chapter 1: Personal Property

C. Inter-vivos Gifts

D. Gifts Causa Mortis

E. Bailments

Cases and Statutes:*Gruen v. Gruen*

This is a great case to read and discuss because it is a concise and yet illuminating discussion of all three elements required for the completion of inter-vivos gifts. The court systematically goes through the requirements of intent, delivery and acceptance and applies them to the facts of an interesting fact pattern. We will use Gruen as our case study when analyzing the inter vivos gift.

Gonzales v. Zerda

This case presents an analysis of the question of what is considered a gift *causa mortis*. Specifically, the issue discussed here is how a court can determine whether a gift was given in contemplation of death. In applying this common law concept to a modern context, the court repeated the key rule: "To establish gift causa mortis, plaintiff was required to prove he intended to make a gift to take effect if he died, but that should be returned to him if he lived."

Complete Weekly Discussion 1

Module 2**Lecture 3**

This class will consist of a Lexis tutorial/ assignment walkthrough. The instructor will use a research assignment from a past or current course to demonstrate the manner in which an assignment should be researched and composed.

The instructor will walk the students through the various Lexis databases and explain to students how to most efficiently use the Lexis system to complete research assignments. Various general aspects of navigating Lexis, including Shepardizing, seeking and finding appropriate search databases, getting a document by citation, etc., may be explored.

The instructor will also discuss how to most effectively plan, outline, organize and draft research assignments. Model answers and/or past student submissions may be used to illustrate what a "4" assignment looks like and how to compose one.

Lecture 4

This class will begin our discussion of real property law and will focus on the estate system. We will start with the freehold estates, which include the fee simple estates and the life estate. We will examine the differences between the various fee simple estates, how they are created, and how they may be transferred. We will add to our discussion of life estates with a discussion of the various advantages inherent in transferring or retaining life estates as estate planning techniques that make this common law estate still very popular and important in today's world.

Cases:

Mahrenholz v. County Board of School Trustees

This case discusses the language that is necessary to create the various future interests. It also summarizes the differences between rights of re-entry and other future interests. It is an important read because it is one of few cases that applies these abstract common law legal concepts to practical results.

King v. Scoggin, 92 N.C. 99

This case discussed the concepts of reversion and remainder and how they apply to life estates. The court then applied those concepts to a messy case involving future interests, life estates and familial disharmony. So, take out a pen and paper and try to keep track of who transferred what to whom and what the court concluded. Oh, and try to wade through the 1880s English as best you can.

Complete Weekly Discussion 2

Module 3

Lecture 5

In this class, we will go over the non-freehold estates and some of the unique rules that apply to each one. We will also discuss the requirements necessary to terminate the various non-freehold estates. Then, we will discuss future interests and some of the rules that have developed over time with respect to the vesting of future interests. Finally, we will discuss the Rule Against Perpetuities. Although this is an antiquated and somewhat complex rule, it does have relevant applications today, especially with regard to trusts, as we will discuss.

Courseware Reading:

Chapter 2: The Estate System and Future Interests

- D. The Non-Freehold Estates
- E. Future Interests
- F. Rule Against Perpetuities

Cases:

Sutherland v. Drolet

In this case, the court dealt with an oral lease agreement that did not specify its term. The court determined that the oral lease created a periodic tenancy that could be terminated only by one month's

notice in writing. The court here examined various issues that are relevant to forming non-freehold estates.

White v. Hayes, 2003 Tenn. App. LEXIS 683

This is a very modern application of the common law rule against perpetuities. The testator's will devised his estate to his children, then to his grandchildren, then to his great-grandchildren. The court voided the will provision based on the rule against perpetuities. See if you can follow the court's reasoning as to why the rule is violated by this provision.

Document:

- Week-to-Week Rental Agreement

Lecture 6

This session will be devoted to discussing the types of concurrent ownerships of property. We will discuss the rules of the tenancy-in-common, the joint tenancy and the tenancy by the entirety. We will also discuss the community property rules, although they are only applicable in a few states. Finally, we will discuss the duties that co-tenants owe to each other.

Courseware Reading:

Chapter Three: Concurrent Ownership of Real Property

- A. Introduction to Concurrent Ownership
- B. Tenancy-in-Common
- C. Joint Tenancy
- D. Tenancy by the Entirety
- E. Community Property
- F. Rights and Duties of Co-Tenants

Cases:

Riddle v. Harmon

This court announced that it would no longer require people to set up a "straw man" to create a joint tenancy out of a tenancy in common. Instead, a person could simply transfer property to him or herself and a third person as joint tenants. This is true even though, technically, such a transfer does not retain the four "unities" and thus ought not to qualify as a conveyance that creates a joint tenancy.

Pico v. Columbet

This case contains an important discussion of the rights of co-tenants with regard to profits made by other co-tenants using the property shared by both. Here, the court considers a case where one tenant in a co-tenancy invests time and effort into using concurrently owned property for a profit. Does the other co-tenant have a right to share in the profits? We will use this case as a starting point to discuss the profit-sharing rights of co-tenants.

Complete Weekly Discussion 3

Module 4

Lecture 7

This class and the next will be devoted to exploring the rules that govern the relationship between landlords and their tenants. We will start by discussing some of the aspects of the various leasehold estates. We will then discuss the duties owed by the landlord and tenant to each other.

Courseware Reading:

Chapter Four: Landlord-Tenant Law

- A. The Leaseholds
- B. Duties of the Landlord
- C. Duties of the Tenant

Cases:

Charles E. Burt, Inc. v. Seven Grand Corp.

This Massachusetts Supreme Court case relates to the issue of constructive eviction. If a landlord fails to provide adequate heat and elevator service to a business tenant, is that enough to warrant that the tenant be considered to have been “constructively evicted”? The Massachusetts Supreme Court says “yes.” We will also use this case to apply its law to similar cases in which landlords fail to provide adequate resources and comforts to their tenants.

Ballard v. Alaska Theater Co.

This case addresses the important issue of “fixtures.” When a tenant leaves a leased property, the tenant must leave any “fixtures” that he or she brought onto the property. But that begs the question: What is a “fixture”? How thoroughly does it have to be built into the premises to be considered such? As the court says here, the question largely turns on the states of mind of the parties involved. We will also apply this case to examples that occur in everyday life.

Documents:

- Rental Application
- Residential Real Property Lease Agreement
- Commercial Lease Agreement
- Security Deposit Agreement
- Extension of Lease Agreement
- Notice to Vacate for Non-Payment of Rent
- Termination of Lease Obligation

Lecture 8

We will begin this class by looking at the potential liability of a landlord for injuries sustained by tenants or their guests. Included will be a discussion the responsibilities of a landlord to keep property safe for a tenant and foreseeable guests. Next, we will turn to the issue of assignments and subleases (i.e., the situations in which landlord and tenants may assign (transfer) their various rights under a rental agreement) and the rules that pertain to each.

Courseware Reading:

Chapter Four: Landlord-Tenant Law

- D. Landlord's Tort Liability
- E. Assignments and Sub-Leases

Cases:

Henrioulle v. Marin Ventures, Inc.

Here is an all-important discussion of the effectiveness of "exculpatory clauses" in leases. This case involved a tenant signing a lease with a clause in it that prevented the landlord from being held liable for a tenant's injuries, even if they resulted from the landlord's negligence. The court evaluated when such a clause would be enforced by courts and when it would be considered void based on public policy considerations.

McClain Airlines, Inc. v. Republic Airlines, Inc.

The difference between an assignment and a sublease may seem trivial, but it certainly was important in this case. When a lease agreement that prohibited subleases was *assigned*, the court had to explain to the parties that there certainly is an important difference between the two.

Documents:

- Assignment of Rents by Lessor
- Assignment of Rents by Lessee with Consent of Lessor
- Agreement for Permission to Sublet

Complete Weekly Discussion 4

The Midterm Exam can be taken at this point

Module 5**Lecture 9**

The first part of this class will be devoted to discussing acquisition by adverse possession; that is, when a property can be acquired without the consent of the erstwhile owner. We will discuss the elements that are necessary to acquire title to property via adverse possession and we will analyze the theory behind the doctrine of adverse possession. Next, we will discuss the procedure for the acquisition of real property by adverse possession. Next, we will begin our discussion of more "traditional" forms of property acquisition. We will discuss the Statute of Frauds and the writing requirement for real property contracts. Finally, we will cover issues pertaining to real estate brokers and brokers' commission.

Courseware Reading:

Chapter Five: Acquisition of Real Property

- A. Acquisition by Adverse Possession
- B. Contracts for the Sale of Real Property (first two sections only)

Cases:*Preble v. Maine Central Railroad*

This case dealt with the classic question of adverse possession by mistake, i.e., if a party builds a fence on another's property but honestly thinks the fence is on her own property, does that qualify as an adverse possession of the land between the boundary line and the fence? The court held that it is not merely the existence of a mistake, but the "presence or absence of the requisite intention to claim title" that is relevant in an adverse possession inquiry.

Greenwald v. Veurink

This case dealt with the issue of when a real estate broker is entitled to his or her commission. Specifically, the court had to apply the "ready, willing and able" rule to a case in which only an "option" contract was offered. The court looked at the question of whether securing an option contract entitled the real estate broker to a commission.

Documents:

- Broker Agreement – Exclusive Right to Sell
- Agreement to Purchase

Lecture 10

In this class, we will continue with our discussion of real estate transfers. We will discuss the contract for the sale of real estate. We will examine the various issues that are important to keep in mind when drafting and executing contracts for the sale of real property. We will also examine a sample real estate contract. Then, we will turn our attention to the closing, where the deed is transferred to the buyer. We will look at samples of various types of real property deeds as well.

Courseware Reading:

- Chapter Five: Acquisition of Real Property
 - B. Contracts for the Sale of Real Property
 - C. The Closing and Real Property Deeds

Cases and Statutes:*Lohmeyer v. Bower*

One of the key requirements inherent in any real estate sales contract is the duty of the seller to convey "marketable" title to the buyer. This case, from the Kansas Supreme Court, had to decide whether the conveyance of property that was in violation of a zoning ordinance was considered conveying "marketable" title. Given the complexity of the zoning ordinances today, the ease with which housing improvements can be accomplished and the frequency with which houses are sold, this issue is of critical importance.

Documents:

- Purchase and Sale Agreement
- Sample Contract Provisions
- Bargain and Sale Deed
- General Warranty Deed
- Quitclaim Deed

- Sample HUD Closing Statement
- Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Complete Weekly Discussion 5

Complete Assignment 1

Module 6

Lecture 11

This class will focus on easements and other partial interests involving land. We will discuss how easements work and the differences between easements and other interests in land, such as licenses, real covenants and equitable servitudes. We will also spend some time discussing the creation and termination of easements and other interests in land that fall short of ownership.

Courseware Reading:

Chapter Six: Easements

- A. Introduction to Easements
- B. License Distinguished
- C. The Creation of Easements
- D. The Scope of Easements
- E. Termination of Easements
- F. Real Covenants and Equitable Servitudes

Cases:

Martin v. Music

The critical difference between an easement appurtenant and an easement in gross is that an easement appurtenant passes with the sale of the dominant tenement to the buyer of that parcel. How to tell what easements are considered appurtenant is sometimes less than clear, especially when it allows rights that are primarily for the personal comfort of the owner of land neighboring the servient tenement. This case helps analyze this issue and discussing it will be helpful in determining how the policies involved are satisfied by the various rules in place with regard to easements.

Van Sandt v. Royster

This Kansas Supreme Court case contains a discussion of how easements can be created in ways other than outright agreement between the parties. Here, the Court deals with the creation of the “quasi” easement and the rules surrounding the creation of incomplete easements.

Documents:

- Grant of Easement Appurtenant
- Grant of Easement In Gross

Lecture 12

In this class, we will start by discussing the recording system that is prevalent in the United States. We will discuss the way in which the recording system operates; including the method by which one can carry out a title search with regard to a parcel of real property. Next, we will discuss the importance of recording and the consequences of failure to record deeds. We will also look into the problem of multiple grants of the same parcel of real property to different grantees.

Courseware Reading:

Chapter Seven: The Recording System and Mortgages

A. The Recording System

B. The Recording Acts

Cases:

Langroise v. Becker

This case is important for two reasons. First, it illustrates the application of a “race-notice” statute (this one in Idaho). In addition, it deals with the issue of the definition of a “good faith purchaser.” Specifically, the court had to determine whether someone was a good faith purchaser for purposes of a race-notice statute when the purchaser failed to uncover a claim against the property that would have been uncovered through a reasonable investigation.

Eastwood v. Shedd

Here, the Colorado Supreme Court confirmed the state’s status as one of the few pure “race” jurisdictions regarding its recording act. Although the court was a bit reluctant to apply this harsh rule, the court noted the clarity with which the Colorado legislature manifested its intent to completely remove the “good faith purchaser” element of its recording act.

Complete Weekly Discussion 6

Module 7

Lecture 13

Tonight’s class will be devoted to discussing mortgages. We will start with the nature and purpose of mortgages and mortgage loans. We will then move into the various rights and duties held by the various parties to a mortgage relationship. We will also discuss the situations in which mortgages can be extinguished by transfers and when mortgage liens survive transfers of the land. Finally, we will discuss the process of mortgage foreclosures, including the priorities of mortgage loans when two or more mortgages are taken out on the same property.

Courseware Reading:

Chapter Seven: The Recording System and Mortgages

C. Mortgages and Foreclosures

Cases:*Valentine v. Portland Timber & Land Holding Co.*

This case illustrated the ability of a mortgage foreclosure to extinguish all “inferior” rights to the property. Here, the grantee of certain rights to mine certain minerals from property lost those rights when the property was foreclosed on based on a prior mortgage. The court stressed the importance of recording any rights in property. The court held that the mortgagee in this case was a bona fide purchaser since it had no notice of the transfer of the mineral rights. In all, this is a great case with which to get a sense of how mortgage foreclosure actions can work and to get a sense of the extent to which mortgagees are protected under the law.

Documents:

- Uniform Residential Loan Application
- Mortgage Deed
- Assignment of Mortgage
- Satisfaction of Mortgage

Lecture 14

In this class, we will begin the final chapter of the courseware, which will tie up various loose ends that relate to the rights and duties of real property owners. A significant topic in this area is the concept that governments have the power of eminent domain to condemn real property. In the United States, this power is mitigated by the Constitutional guarantee of just compensation. We will also discuss zoning laws, although our discussion will be confined to general principles because most actual zoning laws are made on the local level.

Courseware Reading:

Chapter Eight: Rights and Duties Inherent in the Ownership of Real Property

- A. Eminent Domain and Just Compensation
- B. Zoning Laws

Cases:*Lucas v. South Carolina Coastal Council*

This U.S. Supreme Court case weighs the interest of allowing the government to act to save the environment against the rights of property owners to be compensated for government takings. In this interesting case, a zoning law passed on South Carolina disallowing the developing of coastal areas, rendered virtually worthless large tracts of land that were bought by people with the intention of building on them. The Supreme Court had to decide whether the zoning laws were considered “takings,” thus requiring the government to compensate the owners for the land’s value. When reading the case, observe how other general policy considerations creep into seemingly black and white analysis as to whether the regulations constituted takings.

Aronson v. Board of Appeals of Stoneham

This case represents an example of court analysis of the discretion that zoning boards have with regard to granting or denying variances. While boards often have latitude to grant variances, this case shows an example of a court that refused to allow a zoning board to grant a variance even in a case where it was

seemingly justified. This case in general shows the power that the court systems have to review the actions of local zoning boards.

Complete Assignment 2

Module 8

Lecture 15

During our final class in the Real Property course, we will discuss the rights of real property owners with regard to resources and minerals that are beneath or adjacent to their property. We will also discuss responsibilities owed by adjacent property owners to each other to avoid taking actions that undermine the stability of the other party's land and/or structures. Finally, we will discuss the rights of real property owners to water resources that collect on or adjoin their property and some of the responsibilities that exist regarding water management.

Courseware Reading:

Chapter Eight: Rights and Duties Inherent in the Ownership of Real Property

- C. Subterranean Caves and Lateral Support
- D. Oil and Gas and other Natural Resources
- E. Water Rights and Real Property Owners

Cases:

Banard v. Monongahela Natural Gas Company

This case dealt with the all-important "fugitive resource" rule's application to oil pools that lie beneath more than one person's properties. The court here strictly applied the fugitive recourse rule, thereby reinforcing the rule encouraging landowners to drill for oil on their own property as quickly as possible, lest that oil be appropriated by a neighbor with legal access to the pool.

Large v. Clinchfield Coal Co.

In this case, the court discussed the duty of "subjacent support." The defendant owned coal mines that lay under plaintiff's land. The court had to determine whether the defendant's "longwall mining procedures" should be stopped based on the duty of subjacent support.

Document:

- Independent Contractor Agreement

The Final Exam can be taken at this point

Course Assignments

Assignment 1:

Noah has a wife, Naomi, and 3 children, Jake, Kate, and Mike. He has very little money, but he owns (in his own name) a house that's worth over \$500,000. The house is located at 89 Oak Street, Freeville, New

Winsdor 77777.

He is concerned about several things:

- 1) He wants to remove the house from his name so that it won't be vulnerable to creditors and because he wants to be eligible for government assistance (such as Medicaid) if he ever needs it.
- 2) No matter what he does with the property now, he wants Naomi to be able to live in the house for the rest of her life.
- 3) After his and Naomi's death, he wants the property to be split among his children. He also wants the children to be able to do whatever they want with their individual shares (e.g., to pass it to their children upon their deaths, etc.).

Noah comes to you and asks what he should do. Please do the following for Noah:

- a) Tell him how he should convey his property. What interests should he give to whom? What kind of remainder interests and tenancies should he give to the children, etc.? Also, what kind of deed should be used to effect this conveyance?
- b) Please draft a deed to transfer Noah's property in the manner you suggested in part (a) of your answer.

There is NO need for an IRAC-based essay for this assignment. Part A can be satisfied in standard letter form.

Assignment 2:

Your client, Sam, lives in Worcester, Massachusetts. He owns a downtown Worcester property that is zoned for commercial office space. However, since there is already plenty of office space available in Worcester, Sam does not feel that it would be wise to build another office building. Instead, he wishes to build a gas station to service the downtown traffic.

He asks you to do a bit of research on Massachusetts law to determine:

- a) what standard your client must show to get a variance to allow him to build the gas station; and
- b) if you can find any case law on the basis of which to guess whether he will be successful.

Please do so.

There is NO need to write an IRAC-style essay for this assignment.