

1959

Legal Writing: Final Examination (May 27, 1959)

William & Mary Law School

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Office
May 27, 1959

Instructions: Answer each question as completely as possible. It is imperative that you write distinctly. Abbreviations should be used only as they normally occur in legal writing. When Finished ENCLOSE THIS EXAM IN YOUR BLUEBOOK AND RETURN TO YOUR INSTRUCTOR.

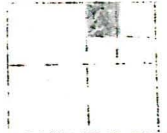
Part I. LEGAL BIBLIOGRAPHY

- Using volume and page or section numbers of your own choosing, where applicable, give examples of correct and complete citations for the following:
 - A Virginia case of 1913.
 - Any 1959 case in the Southeastern reports
 - A United States Supreme Court case
 - Any Fourth Circuit Court of Appeals case
 - A Federal District Court case sitting in Norfolk
 - An American Law Reports citation
 - A citation from the successor to R.C.L.
 - A citation from any volume of Wharton's Criminal Evidence.
 - A citation from the Virginia Code of 1950
 - A citation from the United States Code Annotated
 - A lead article from the Virginia Law Review
- What two sources may be used to determine all of the places a case may be reported?
- Describe how you would utilize the West Digest System on a legal research problem.
- How would you use the American Law Reports System on a legal research problem?
- What reference material, besides a legal dictionary, defines legal terms and phrases as its principal function?

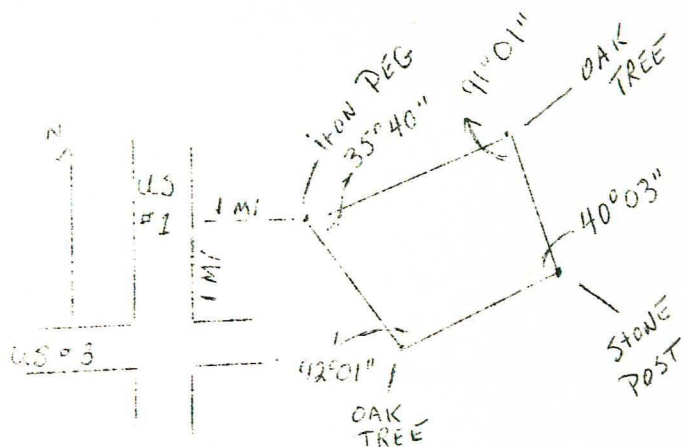
Part II. LEGAL WRITING.

- One class exercise assigned during the semester was preparation of an outline of the development of an idea. What relationship ought this to have had to the preparation of the oral argument for the appellate brief exercises? Give an example utilizing your appellate problem as best you remember it.
- T has leased from L a farm on which there is a large reservoir used for irrigation purposes. The water in the reservoir is impounded by an earthen dam. T is agreeable to assuming responsibility for any damage to the farm caused by flooding of the dam caused by his own negligence. But he does not want to be responsible for flooding damage for any other reason. Draw the clause of the lease which will give T the protection he desires keeping in mind that there are beaver and otter in the vicinity and that the dam is often used as a playground by neighboring children.
- A and B are a young married couple with children C, D, and E. A travels frequently on business and often takes B along for company. A wants to be sure that his children are educated and he has accumulated sufficient funds to carry out this wish. Yet he does not at this time want to establish a trust, feeling that he might need the money for business purposes. At the same time he is confident that in case of his untimely demise from a chronic heart condition, B will see that the children receive an education. A and B are killed in an unfortunate automobile accident. Draw the clause A should have had in his will to accomplish the objects desired for B, C, D and E.
- Write the legal description for the following tracts of land:
 - the shaded area:
 - the whole area:

N ↑



Township 2 North, Range 4 West
Section 32, Center County, Idaho



5. P's car is parked legally in front of his house and he is at dinner. The house is 250 feet from a busy intersection. D1 runs through a stop sign at the intersection and hits D2 who is traveling at 45 MPH in a 25 MPH zone. D2's car is thrown into P's causing an estimated \$500 damage. Draw the negligence count in P's Motion for Judgment (Petition or Complaint) allowing him to proceed against D1 and D2 jointly and severally.

6. D, lawyer is hired by C, client to examine the title to Lot 1, Block 20 in Williamsburg which C is thinking of buying. D searches the chain of title and notes only a mortgage by X bank which he knows is no longer operative in Williamsburg. Even though no statute of limitations is applicable, D advises C in a written opinion that the title is marketable. Actually, the receivers of X are in Washington, D. C. C builds a fine house on the lot, moves in, and is immediately served with summons in a foreclosure action. What remedy, if any, does C have?

7. A, realtor, is planning development of a residential subdivision and you are his lawyer. The plat of the area proposed to be developed is prepared except for the formalizing of certain restrictions. Specifically A wants:

- a) No commercial enterprise in the area
- b) Seventy-five feet between houses
- c) No "cracker-boxes" -- A thinks a "cracker box" is a house of less than 20,000 square feet
- d) The property owners to be allowed to build private swimming pools if they are adequately protected

Draw a short clause accomplishing each of the above restrictions.

8. C, Client, comes to you breathless with the news that he can borrow \$5,000 for the purchase of a Chrysler Imperial with white sidewalls and only one dent in the fenders. All he needs is a note and a chattel mortgage. You tell him you can have it ready tomorrow, but he wants to close the deal RIGHT NOW. You determine that the car is a Four-door 1958 model, motor number A-46895321 and that title transfer arrangements can be made later. C's mother, D, is going to lend him the money. Draw the note and chattel mortgage for C.

9. A, B, C, and D come to you with the idea of forming a community church, protestant but non-denominational, which they want to call the "Westlawn Community Chapel". They want to build it somewhere in James City County, Virginia. You determine that A, B, and C have already been elected trustees of the church but that they are stumped as to what to do next. Draw a simple instrument organizing the church.

10. C, Company, and U, union, have agreed to execute a collective bargaining agreement for a period of two years. It is realized, however, that the cost of living is continually rising and that the agreed basic wage of \$2.05 per hour may later become inadequate. Among other things, a "no-strike" clause has been accepted by both parties. Draw a clause allowing re-negotiation of the wage proviso within the term of the agreement.