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Introduction to Law: Final Exam (Spring 1973)

William & Mary Law School

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INTRODUCTION TO LAW

Spring 1973

Mr. Zepkin

Final Exam

I. Ted Tiredofitall suddenly left his wife one night last week, leaving her with no money and nine kids, all of them under the age of seven. The wife, Mrs. Tiredofitall comes in to see you, (with all nine children) and weeping, tells you of her sad plight. She advises that Ted is living in Florida and refuses to return or to send her any money for herself and the kids. Mrs. Tiredofitall wants to know if she can get a divorce here in Virginia and whether she can get a court order for support of herself and the children. Ted left a car and some farm equipment here and she wants to know what she can do with them. Can she get the divorce in Virginia... what about support for her and the children in Virginia... what, if anything, can be done about the car and farm equipment... be sure and tell whether any proceedings will be brought in a court of law or equity and why and also that type of jurisdiction the court will have to have and why.

II. Tony Greatgenerous loaned his car to a friend, Willy Wheelerdealer for an afternoon. Willy rode around for a while and then stopped to talk to some friends who were looking the car over. In the course of the conversation, Willy told his friends that the car was his and that it was for sale for $4,500.00. One of the friends said that he’d buy it for $4,500.00 cash if Willy would warrant that the car wouldn’t have any engine trouble for a year from the date of sale, to which Willy quickly agreed.

When Willy came back to Tony’s house without the car but with the $4,500.00 Tony at first was very angry but after thinking it over, finally decided that it was a good deal and told Willy that he approved of what he had done and took the $4,500.00. A couple of weeks later, Willy’s friend had engine trouble and called Willy who informed him that the car had really been Tony’s but everything was okay and to call Tony. When the friend called Tony, he said that this was the first that he had heard of any warranty (Willy had not told him about this part of the bargain) and that he would not honor the warranty. The friend said fine, that he had decided that he had made a bad deal anyway and that he would bring the car back and Tony could give him the $4,500.00 back. Tony said nothing, just hung up the phone and immediately called you... What are the rights of the parties... was there a contract... can the friend get the money back... can Tony keep the money and not honor the warranty... be sure and give rules of law for your answers.

III. Tod Rugged, a local college student, was rolling down Richmond Road on his motorcycle towards the shopping center and was traveling about 15 miles over the speed limit. Rod then took his eyes off the road to reach back into one of his saddlebags to grab another beer from the little mini-cooler he kept there, always full of the good cold stuff, and traveled onto the center line of the road and then over into the oncoming traffic lane. About the same time, Lewis Lust was driving his convertible sports car in the opposite lane, obeying the speed limit and with both hands on the wheel, but had taken his eyes off the road momentarily to look at some young ladies bathing in one of the motel pools and thus didn’t see Rod coming towards him and was not able to take any preventive steps to avoid the accident. A tremendous collision followed with Rod being thrown into the pool, all of the beer bursting open and spurning all over the inside of Lewis Lust’s convertible sports car. Lewis received serious lacerations to his face and ear while Rod received nothing but a bath. Lewis sues Rod... that result and why... give any theories of recovery, defenses and applicable rules of law.

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IV. Mighty Manufacturing Company entered into a contract with Buildem Quickly, Inc., a contracting firm for the manufacture and sale of 750,000 nuts and bolts, the contract price being $50,000.00, payable 30 days after delivery of the shipment to Buildem Quickly. A week after signing the contract, Mighty assigned its right to receive the $50,000.00 to Greedy National Bank for $40,000.00 because Mighty needed the cash then to cover some past due bills. A week later, Mighty shipped the nuts and bolts to Buildem and they were delivered two days later. Greedy National had notified Buildem immediately of the assignment and thirty days after delivery of the shipment to Buildem, Greedy National demanded payment of the $50,000.00. Buildem refused payment because Mighty Manufacturing Company had forgotten to put the threads on all of the bolts, making them somewhat useless. Greedy National claimed that Buildem should pay it the $50,000.00 and then sue Mighty since the bank had taken the assignment before anyone knew of the mistake. Litigation follows with Greedy suing Buildem. Who wins and why... be sure and give the rules of law that permit you to reach your conclusion.

V. A group of men work for the Polluten Smokestack Railroad Company, laying track along a new right of way recently acquired by the Railroad. The railroad does not provide any eating facilities and there are no restaurants near the location where the men are working, so they all have to bring their lunch to work with them.

One of these employees, George Gourmet brought canned beans, spam and some hot dogs for lunch and built a fire to cook them all on. The railroad required that the employees stay near the site where they were working in order to guard the equipment and tools during the lunch break. George was a little cold that day so he built a real big fire which quickly got to be a big bonfire. Just as the foreman was coming over to tell George to put the fire out before it got out of hand, the fire started to spread rapidly towards a neighboring house and the next thing George knew, the house was on fire, along with the house owner's chickens that were in a cage in the back of the house. The poor homeowner (and bereaved former chicken owner) comes to see you to find out what remedies if any he has against the railroad, since George is penniless. What do you advise him... be sure and give the rules of law that permit you to reach this advice.

VI. Job Goodliness and Paul Princely form a partnership to print paperback Bibles for sale on college campuses. Job puts in $5,000.00 capital and Paul puts in $2,500.00 and both agree to devote their full time to the business, but nothing is said about how profits are to be divided. At the end of the first year, there is $3,000.00 in profits. How will these profits be divided and why...

VII. Sidney Senile, an elderly grandfather, told his grandson, Irving Intelligent, during Irving's last year in high school that he would give Irving $1,000.00 upon graduation as a graduation gift. Irving was very pleased with this and told his grandfather that he would use the money to go to College and that he wouldn't have been able to go if it hadn't been for this gift. Accordingly, Irving applied and was accepted into a college and was all excited about going. The day after graduation, Irving went to see his grandfather and to ask him for the $1,000.00 because he had received the bill for the fall tuition and room and board. Grandfather hemmed and hawed a lot and finally told Irving that he had just been joking and wasn't going to give him the money. Irving comes to see you all upset over the situation and wants to know if there is any legal way to make the grandfather pay the money. What do you tell him and if you bring suit what defense would you expect grandfather to make and what will be the result and why...
VIII. Edward Evlthoughts was a director in the Dirty Book Publishing Company and at one of the Board meetings learned that the Corporation was going to purchase a parcel of land for a new printing plant. Edward went out and bought the tract of land next to where the corporation was going to put its new plant, knowing that the price of everything would go up when the news leaked out that the company was building in that area. Sure enough, when word got out, property values went way up and Edward sold the parcel for a large profit. Several of the stockholders came to see you to find out if Edward committed any wrong in what he did. Edward has taken the position that neither the company nor its stockholders were harmed in any way since he did not buy or have anything to do with the piece of land that the company bought. What advice do you give these stockholders and why . . .

IX. Gary Goodfellow and Boris Bum own real estate as Joint Tenants with the Right of Survivorship. Lewis Longarm comes in to see you and advises that Boris Bum owes him $4,000.00 and that the only asset that Boris owns is his interest in the real estate that Boris owns with Gary. Lewis wants to know if you can get a judgment against Boris for him and then have Boris’s interest in the real estate sold to satisfy the judgment. What do you advise and why?

X. AT bought a parcel of real estate in 1959 and in 1960 put a mortgage on it. In 1961, he sold it to LAST conveying by a General Warranty Deed. In 1962 a judgment was recorded against LAST and in 1973 he sold the property by Special Warranty Deed to THIS who had a judgment recorded against him in 1964 and sold the property by Quit Claim Deed to IS in 1965. IS put a mortgage on the property and sold it in 1970 to ALL by a General Warranty Deed. Which parties, if any, are liable for any of the mortgages or judgments in the chain of title because of the types of Deeds used . . . Why?