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Roman Law: Final Examination (August 1971)

William & Mary Law School

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FINAL EXAMINATION

Roman Law

August, 1971

Mr. Bahr

Instructions:

five

The examination consists of \wedge questions of varying weight, totaling 100 points. Each problem states the weight to be given to such problem and a suggested time limit. The suggested time limits are based solely on a proportion of the total time for the entire examination equal to the percentage weight given to individual problems. Answer all questions. Do not put your name on your bluebooks. Be sure that your examination number appears on all bluebooks used.

I. Weight: 15 - Time: 27 minutes

Explain actions in rem and actions in personam.

II. Weight: 25 - Time: 45 minutes

The Hypothetical River flowed through the Valley of Dreams in the center of the valley which was 13 miles in length and 2 1/4 miles in width. The river was 1/4 of a mile wide through the valley. The river and the valley ran from west to east. Beginning in the west the lands on the north side of the river were divided into 13 plots, each with 1 mile of river frontage. These plots were owned, from west to east, by A, B, C, D, E, F, G, H, I, J, K, L, and M, respectively. On the south side of the river there were 7 plots. From west to east, the first 5 were owned by T, U, V, W, and X, respectively, and each had 2 miles of river frontage. The last two on the east were each 1 1/2 miles wide and were owned by Y and Z, respectively. The effect of this was that T's land was opposite A's and B's, U's opposite C's and D's, etc., except for the last 3 miles where the land of K, L, and M was opposite that of Y and Z.

An island arose in the river opposite to B's land and on his or the north side of the river. After a few years the island began to grow because of silt deposits until it extended beyond a point opposite to B's and C's boundary. That portion of the island opposite to C's property was about 200 feet in length.

- (a) Who owns the island?
- (b) Who owns the increase in the island?

Another island appeared in the middle of the river between L's land on the north and Y's and Z's land on the south. Over the years it grew in size until it extended to points where it was opposite K's and M's land as well.

- (c) Who owns the island?
- (d) Who owns the increase?

Another island appeared in the river close to D's bank. Over the years it grew so that it was closer to U's side of the river than to D's.

- (e) Who owns the island?
- (f) Who owns the increase?

Another island arose near G's bank. Five years later the whole river began to flow between G's bank and the island after leaving its principal channel between the island and the land of W.

- (g) Who owns the island?
- (h) Who owns the now dry river bed?

Explain all of your answers giving complete reasons.

III. Weight: 20 - Time: 36 minutes

What were the similarities and differences in the Roman Law concerning newly emerged islands and swarms of bees that moved from one man's hive to another's?

IV. Weight: 20 - Time: 36 minutes

Antonius wishes to make a will. He consults you in your capacity as an expert in Roman Law. He has one son and one daughter in his potestas, an emancipated son, a mother, and a brother and a sister. He wishes to know if any of these persons have a claim to a share of his estate. If any of them do have a claim and he wishes to avoid the problem, what should he do? What possible remedies would they have if they are passed over?

V. Weight: 20 - Time: 36 minutes

It is said that the Romans did not have a law of contract but instead had a law of contracts. This seems to mean that they had no general theory of contract and yet Lawson demonstrates the general structure of contract law.

Explain using examples from the Roman Law of contracts.