

GENERAL DIRECTIONS

You may use one bluebook if you write on both sides of the pages, or two bluebooks if you write on only one side (or every other line, or anything that adds up to one bluebook on both sides). If you type, make a good faith estimate of the equivalent and place the pages inside a bluebook.

You may use any materials you wish, but nothing beyond the casebook, supplement, and class discussion is necessary.

When a question is set in a specific state, use that state's choice-of-law method, but accept my statement of other rules of law. When a question is set in a hypothetical state, assume the state has no recent choice-of-law cases.

QUESTION 1

Plaintiff, a resident of North Carolina, was injured when the car he was driving in New Jersey was struck by a car driven by defendant, a resident of New Jersey. The New Jersey no-fault act requires all insurers authorized to do automobile insurance business in New Jersey to provide in all policies issued in the United States or Canada coverage to satisfy the liability, uninsured motorist, and personal injury protection requirements of New Jersey law. Plaintiff's liability insurance policy complied with that requirement, and Plaintiff received no-fault benefits. The act provides a threshold of costs or types of injury below which no tort action is available; it allows New Jersey residents, for an additional premium, to eliminate the threshold requirement; nonresidents do not have that option.

Plaintiff sued in a New Jersey court to recover for soft tissue injuries to his cervical spine and back. Defendant moved for summary judgment on the basis that the injuries did not meet the threshold for a tort action under New Jersey's no-fault act. Plaintiffs argued that this discriminated against nonresidents in violation of the privileges and immunities clause in article IV of the Constitution. The trial court granted summary judgment. Plaintiff appealed.

1. Argue the case for Plaintiff.
2. Argue the case for Defendant.

QUESTION 2

Four residents of Saskatchewan flew on a Cessna plane from Saskatchewan heading for Boise, Idaho. The plane crashed in the mountains of Idaho. The pilot, Alan, died in the crash. One of the passengers, Betty, died the next day of exposure. The other two passengers, Carol and David, survived and two weeks later managed to walk out to civilization. Carol was a student pilot who had been flying the plane until shortly before the crash; David was the son of Betty. In the meantime, there had been an extensive, though unsuccessful, search conducted by the Idaho Department of Aeronautics.

Carol, David, and the husband and children of Betty sued Alan's estate and Cessna for personal injuries and wrongful death. Carol and David sued the estate and Cessna for their injuries. The defendants answered Carol's suit, alleging that the action was controlled by the Saskatchewan worker's compensation law, which prohibits tort actions against the employer and all employers who pay into the system, and provides that when an injury occurs outside Saskatchewan, the injured party must elect between a worker's compensation claim and a tort action. Carol was paid by her employer to take flying lessons from Alan, and Alan was an employer who paid into the worker's compensation system. Idaho law would prohibit a tort action against only the immediate employer. Carol had claimed and been granted a worker's compensation award.

Both defendants alleged that the wrongful death cause of action was barred by the one-year statute of limitations in the Saskatchewan wrongful death act. The Idaho statute allows two years to sue. The suit was brought more than one year and less than two years after the crash. Cessna is a Kansas corporation; the Kansas statute of limitations is one year.

Decide the case.

QUESTION 3

Marie, a life-long resident of State X, entered a nursing home in State Y, close to her daughter's residence. A month later she executed a will, stating that she was domiciled in Y. Two weeks after that she died. The executor named in her will began a probate proceeding in Y, reciting her domicile as Y. The court admitted the will to probate. Marie's son, Sam, contested the will.

The executor applied for probate of Marie's will in X because she had property in X. Sam informed the X court that he was contesting the will in Y and obtained a stay of the X proceeding. The Y court set a trial date for the will contest, but the day before it was to begin, Sam voluntarily non-suited his contest. He then asked the X court to declare that X was Marie's domicile. The executor moved for summary judgment, asserting res judicata, estoppel by judgment, and full faith and credit. The trial court granted the motion. Sam appealed. Decide the case.

QUESTION 4

Apex Manufacturing, a California corporation, has liability insurance coverage with National Insurance Company, an Alabama corporation, with a limit of \$5 million. Apex was named as a defendant in a products liability suit filed in Louisiana; it resulted in a judgment for the plaintiff of \$4 million plus pre-judgment interest of \$2.5 million. National paid \$5 million, and brought an action in California for a declaratory judgment of its duties as to the rest of the pre-judgment interest. Louisiana law requires insurers to pay pre-judgment interest in excess of policy limits. California law provides that the insurer is not liable in excess of policy limits. The trial court found National liable for the entire judgment. National appealed. Decide the case.