

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

A rented a car from Easy Rent-A-Car in Los Angeles, California. The rental agreement prohibited operation of the car outside California and also prohibited anyone other than A from driving it. Nevertheless, A took the car on an interstate trip and allowed B to drive it. In snowy weather in Wyoming B lost control of the car and collided head on with a car driven by D. D was injured and his passenger was killed. The policeman investigating the accident reported that the road was icy and B had been driving too fast for conditions.

D and the passenger's estate sued in California, joining B and Easy Rent-A-Car. Easy moved for summary judgment, arguing that Wyoming law, which does not impose liability on a rental company without proof of its negligence, should control. A California statute imposes liability on automobile owners for damages caused by their automobiles by anyone driving with the owner's permission.

QUESTION 2

Husband and wife were divorced in Arizona. The divorce court ruled that during the marriage the husband had give all his corporate stock in Rancher, Inc., to the wife. The corporation held title to a ranch in Montana. After the divorce petition was filed, but before the decree was entered, the corporation conveyed title to the ranch to a third person. The divorce court set aside the transfer of the ranch and held that equitable title is vested in the wife subject only to her taking the necessary legal action, if any, to vest legal title in her name. The husband appealed, arguing that the divorce court had erred by granting relief that the wife had not requested. The court of appeal affirmed and specifically found that the wife had requested the relief given. The supreme court refused to hear the case.

The wife filed the Arizona judgment in Montana and also brought an action to quiet title to the ranch. The husband appeared and asserted a right to the property. He contended the Arizona decree was void because he had been denied due process in that the Arizona court granted relief not requested, violating his right to notice. He filed a motion to dismiss the quiet title action. The trial court found for the wife in both actions. The husband appealed. Decide the case.

QUESTION 3

Ann Allen and Bill Brown applied to take the State X bar examination and petitioned the court to waive the rule requiring graduation from a law school accredited by the American Bar Association. Both had graduated from Old College, a non-ABA accredited school in State Y. Old College was the only law school in that state. They asserted that denying them the privilege of sitting for the bar exam is "a mere talismanic incantation" because the court has allowed graduates of foreign law schools to sit for the State X bar. They provided affidavits from faculty members of Old College, and members of the State Y judiciary and bar, all attesting that, in their opinion, the education offered by Old College met all standards and requirements for ABA accreditation. It had not obtained accreditation because of financial difficulties that finally led to closure of the school. The Y court stated that the education received at Old School was substantially similar or functionally equivalent to that provided at an ABA-accredited school. They asked the court to note that, unlike the candidates from foreign colleges, their courses covered all subjects required by the ABA.

Petitioners argued that the court should give full faith and credit to the Nevada court's holding and that refusing admission would violate the equal protection clause of Article 14 of the Constitution.

QUESTION 4

Jane Jones entered into a retail installment sales contract for the purchase of an automobile with First Ford, a dealer doing business in Nevada. Jane resided in Idaho. Three years later First Ford repossessed the car and filed an action in Idaho seeking payment of a deficiency balance of the contract. Jones filed an answer and affirmative defenses and counterclaimed alleging that repossession and sale of the car violated the Nevada Consumer Fraud and Deceptive Business Practices Act. That act provides that a holder of a motor vehicle security interest must comply with certain requirements before repossessing a car or selling it. It applies to security interests "entered into or to be performed in this State." The contract had a clause choosing Nevada law. It provided that payments were to be made in Nevada. It provided that the buyer agreed to numerous conditions, including not selling the car until liabilities were paid in full, not granting a lien on it, paying all necessary taxes, keeping it fully insured, keeping it at the address provided, notifying First Ford of any change of address, and not removing it without the written consent of First Ford. Jones argued that the choice-of-law clause was invalid, and that the Nevada statute applied.

First Ford argued that the choice-of-law clause applies. Jones argued that the terms of the statute do not cover apply to this contract. Decide the case.