

### GENERAL DIRECTIONS

You have three hours. All questions are weighted equally, so divide your time accordingly. Put your answers in the same order as the questions; if you want to answer them in a different order, leave space for any you skip. Discuss all relevant issues. If you think that a question is ambiguous, make any necessary assumption and tell me what you have assumed. Do not assume what you should decide; a question is not ambiguous because the facts can be construed in more than one way; that goes into your analysis. It is usually safer to assume that something not stated is not a fact. Remember that a court can decide only on the record made by the parties.

When you are finished, put your bluebook on the table at the front of the room; if you use more than one, put additional books inside the first. You do not need to return the questions and it would be useful to keep them for review of your examinations.

### QUESTION 1

Palmer Ranch is a family partnership. In 1978 it bought an 860 acre parcel that is bounded on the west by public land owned by the Bureau of Land Management (BLM). A fence enclosed the BLM property along with the Palmer Ranch property and another parcel to the south of Palmer Ranch (the disputed parcel). There were no interior fences. Palmer Ranch had a grazing lease on all of the BLM land within the fence. It used all of the land within the fence for grazing sheep and cattle. It maintained the fence and posted the perimeter with "no trespassing" signs. In 1990 Palmer Ranch listed its property for sale and attached a map of the property that excluded the disputed parcel. No sale occurred. In 1994 David Dawson purchased the disputed parcel. Palmer Ranch brought a quiet title action alleging title by adverse possession. The statute of limitations for actions asserting title to real property is 15 years.

Argue the case for the plaintiffs.

Argue the case for the defendants.

### QUESTION 2

Olive died leaving three children, Alice, Bill, and Carl. Her will gave her home to Alice for life, then to Alice's son John and his heirs, but if John dies without issue, to Mary, Alice's daughter, for life, then to David and his heirs. David was Bill's son.

Alice occupied the house until her death. John took possession after her death and leased the house. John never married and died without issue. The descendants of Bill and Carl brought an action to determine whether the disposition in the will is valid and if not whether they have a

share in the property. The state has abolished the need for words of inheritance to convey a fee simple, the Rule in Shelley's Case, the destructibility of contingent remainders, the need for stating a use to create an executory interest, and the fee tail; otherwise the common law in is force.

Decide the case.

### QUESTION 3

Peter and Pam Pritchard and their children saw money scattered along the road. They had friends nearby and Pam drove there to contact authorities. Peter and their son stayed with the money. A deputy sheriff arrived and together they searched for the money, finding \$4600 in hundred dollar bills. Both Peter and Pam told the deputy sheriff that they wanted the money if the rightful owner could not be located.

Over six months later, when no owner had appeared, the sheriff commenced an action to obtain permission to deposit the found money into the Sheriff's Training Fund. The Pritchards appeared and objected. Peter testified that he stayed with the money to secure the area and be sure no one else came to pick it up. A statute provides that if one chooses to take charge of lost goods he finds, he acquires both the rights and the obligations of a bailee of the property owner. Another statute provides that a sheriff, having possession of money, may bring an action to authorize appropriation of the money for deposit to the Fund. If no one appears at the hearing claiming ownership of the money, the court shall order it to be deposited in the fund.

Decide the case.

### QUESTION 4

Joe Jones was the resident janitor for The Home, a nursing home. As part of his compensation he occupied an apartment on the main floor of The Home. Its value was considered in determining his cash wages. He never signed a lease, but at the beginning of each year he signed a contract of employment setting out his obligations, monthly wages, and employment benefits. His occupancy and around-the-clock availability were express conditions of his employment.

In July the long time director of The Home retired and a new director, Mary Martin, took over. The Directors were concerned with expenses and gave her a mandate to bring costs under control. Jones presented her with a list of needed repairs, including replacement of the furnace, which he considered dangerously unsafe. She ignored his list.

In October Jones saw an ad for his apartment in the "for rent" column of the newspaper. Two days later he found Martin showing the apartment to Betty and Bill Brown. He demanded an explanation and was told that Martin did not plan to renew his employment contract because a janitorial service would be cheaper. The next week Jones notified the building inspectors that the furnace was unsafe. An inspector found that the furnace violated the building code and ordered immediate replacement. Martin ignored the order.

The Browns signed a one-year lease for the apartment beginning January first. On December 22 the furnace exploded, causing extensive damage and leaving the building without heat. No one was injured. Jones stayed in the apartment by keeping a fire going in the fireplace.

On the morning of January 1 the Browns drove in with all their belongings to find no heat and a defiant Jones still in possession. They told Martin they considered the lease broken, demanded return of their security deposit, and left. They found another apartment and signed a lease.

Martin has come to you to make sense of this mess. She wants to evict Jones and hold the Browns to the lease. What advice would you provide?