

June 2018

ESSAY QUESTIONS



California First-Year Law Students' Examination

Answer all 4 questions.

Your answer should demonstrate your ability to analyze the facts in the question, to tell the difference between material facts and immaterial facts, and to discern the points of law and fact upon which the case turns. Your answer should show that you know and understand the pertinent principles and theories of law, their qualifications and limitations, and their relationships to each other.

Your answer should evidence your ability to apply the law to the given facts and to reason in a logical, lawyer-like manner from the premises you adopt to a sound conclusion. Do not merely show that you remember legal principles. Instead, try to demonstrate your proficiency in using and applying them.

If your answer contains only a statement of your conclusions, you will receive little or no credit. State fully the reasons that support your conclusions, and discuss all points thoroughly.

Your answer should be complete, but you should not volunteer information or discuss legal doctrines that are not pertinent to the solution of the problem.

You should answer according to legal theories and principles of general application.

QUESTION 1

Seller sells imported food products to local food distributors like Buyer. Seller and Buyer entered into a valid written contract under which Seller promised to deliver to Buyer “on or before May 1 of this year, 2,500 pounds of Canadian wild rice, packed in 100-pound sacks, at \$6.00 per pound, total price -- \$15,000.” Buyer, a supporter of the local nonprofit Food Bank, insisted on a provision in the contract stating, “In addition to the quantity of goods to be delivered by Seller to Buyer under this contract, Seller agrees to deliver free of any charge an additional 200 pounds of the identical product to Food Bank.”

Immediately after Buyer informed Food Bank of Seller’s promise to deliver the 200 pounds of Canadian wild rice, Food Bank decided to use the rice as part of its upcoming fundraising campaign. Food Bank spent \$300 for 200 one-pound bags that were labeled “Famous Canadian Wild Rice — Thank You from The Food Bank.” It planned to send letters to 200 donors offering a bag of the Canadian rice to anyone who contributed at least \$50, believing that the campaign would raise \$10,000.

On May 1, Seller delivered 2,500 pounds of Canadian wild rice to Buyer. However, the rice was packed in 50-kilogram sacks that contained 110.2 pounds each. Seller’s agent explained to Buyer that his Canadian producer had recently switched to metric weights because it now exports much of its wild rice to Europe. Buyer refused to accept the delivery. The next day Buyer sent a fax to Seller stating, “Because you failed to satisfy your obligations under our contract, I hereby terminate our purchase agreement.” Seller believes Buyer refused to accept the delivery because Buyer had found a cheaper source of Canadian wild rice. A few days later Buyer purchased 2,500 pounds of Canadian wild rice from another supplier for \$4.00 per pound.

After Seller failed to deliver the Canadian wild rice to Food Bank following Buyer’s rejection, Food Bank was unable to find any other affordable source and had to suspend the fundraising effort.

1. Can Food Bank enforce the contract between Buyer and Seller? Discuss.
2. What, if any, defenses does Seller have? Discuss.
3. What, if any, relief can Food Bank seek? Discuss.

QUESTION 2

In July 2015, Carole broke her neck and became disabled when she dove into a swimming pool manufactured by Swim Wonder and struck the bottom.

In September 2016, Carole hired Larry, a lawyer, to negotiate with her health insurer, which was slow in paying her medical bills. Larry suggested filing a claim against Swim Wonder for negligence in its design of the pool. Carole agreed.

In September 2017, Carole, who had heard nothing about the negligence claim, contacted Larry. Larry informed Carole that he intended to file her claim, but recently learned that her claim was barred by the two-year statute of limitations.

Carole has sued Larry for legal malpractice.

1. Is Carole likely to prevail? Discuss.
2. If Carole does prevail, how will her damages be determined? Discuss.

QUESTION 3

For some time, Alex has owned an old, wooden cottage that needs repainting about every 5 years. Brad paints houses for a living and had seen Alex's cottage, although he had never painted it. Alex called Brad and offered to pay Brad \$10,000 to paint Alex's cottage, provided that he could do so within the next 30 days. Alex told Brad that "the reason that I always get my cottage painted every 5 years is that it has always only needed one coat of paint." Brad then agreed orally to paint Alex's cottage within the next 30 days for \$10,000. The next day Brad signed a written contract and left it with Alex. The contract did not specify how many coats of paint would be needed, only that Brad would paint Alex's cottage within the next 30 days for \$10,000.

Alex never signed the contract, but watched later that week as Brad began painting the cottage. Brad painted the cottage in one week, but by that time the wood had soaked up the first coat of paint, so the cottage looked unpainted and terrible. The cottage would have looked fine with one more coat of paint, but Brad demanded \$10,000 for his work and refused to add another coat of paint unless Alex paid another \$10,000. Alex is unhappy and refuses to pay Brad anything. Alex then hires Charles who puts the second coat of paint on the cottage for \$7,500.

Brad sues Alex for \$10,000 and Alex files a counterclaim for \$7,500.

1. What arguments can Brad reasonably make in support of his lawsuit and against Alex's counterclaim? Discuss.
2. What arguments can Alex reasonably make in support of his counterclaim and in response to Brad's lawsuit? Discuss.
3. What will be the likely outcome of Brad's lawsuit and of Alex's counterclaim? Discuss.

QUESTION 4

Al, Bob, and Carl are members of a group opposed to nuclear power. They decide to break into the Gigantic Power Company (GPC) headquarters at night, remove a model of a proposed nuclear plant, and hang it in effigy in a conspicuous location. Unknown to Al and Carl, Bob intends to plant a bomb in the headquarters at the same time.

Two hours before they are to leave for GPC's headquarters, Al tells Bob and Carl that he will not participate in the break-in. Bob and Carl respond that they will go ahead without him.

Bob and Carl break into GPC's headquarters and remove the model. Bob, unseen by Carl, plants a small bomb, which is set to explode at 4:00 a.m., when Bob believes the building will be unoccupied.

As Bob and Carl are driving away, they are spotted by GPC's security personnel, who drive after them. After a short pursuit, Bob and Carl jump from their car and run toward an apartment building. Bob pulls out two guns (which Carl did not know Bob had) and tosses one to Carl. Bob then grabs apartment tenant Hostage, who is walking to his car, and forces him back toward the building. Carl pleads with Bob to let Hostage go, but Bob says, "Get in here or I'll shoot you." Bob turns his back and takes Hostage into the building and Carl follows.

The police arrive, and Bob shoots at them; Carl does not. Carl finally convinces Bob to let Hostage go.

As Hostage is running from the building, he is shot and killed by the police who mistake him for a suspect.

At GPC headquarters, the bomb fails to explode and is safely disarmed by the bomb squad.

1. With what crimes, if any, can Al be reasonably charged, and what defenses, if any, can he reasonably raise? Discuss.
2. With what crimes, if any, can Bob be reasonably charged, and what defenses, if any, can he reasonably raise? Discuss.
3. With what crimes, if any, can Carl be reasonably charged, and what defenses, if any, can he reasonably raise? Discuss.