

JUNE 2023

ESSAY QUESTION 1 OF 4

Answer All 4 Questions



California First-Year Law Students' Examination

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 situation 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 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 to the facts.

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 resolution of the issues raised by the call of the question.

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

QUESTION 1

As the mayor of Columbia City, Pat is negotiating a high-profile contract with Acme Co. for the construction of the Columbia City Public Library. Dana is Pat's neighbor. Pat and Dana are in the midst of a bitter civil suit pertaining to the determination of the property line separating their adjacent properties. After losing an important motion related to their civil suit, Dana warned Pat, "I will do whatever it takes to ruin you, even if I have to lie to do it."

Later that week, during a public question-and-answer period at a Columbia City Council meeting, Dana accused Pat of receiving a suitcase full of money from an Acme Co. representative. Pat vehemently denied the claim, and suffered a heart attack, collapsing on the podium.

The next day, the Columbia City Gazette published a news article recounting the city council meeting and reported Dana's accusation, quoting her word-for-word. The Gazette also published an editorial complaining about the rampant corruption in city government. The editorial did not name Pat directly, nor did it repeat Dana's false claims. However, alongside the editorial, the Gazette published a photo of Pat, lying next to the podium.

Pat filed suit against Dana claiming defamation and intentional infliction of emotional distress. Pat also filed suit against the Gazette claiming defamation and false light.

1. What are the likely results of Pat's claims against Dana for defamation and intentional infliction of emotional distress? Discuss.
2. If Pat prevails on either claim against Dana, what damages should he be awarded? Discuss.
3. What are the likely results of Pat's claims against the Columbia City Gazette for defamation and false light? Discuss.

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ESSAY QUESTION 2 OF 4

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QUESTION 2

Frank had a history of violence. He woke up one day and decided to get high, but he had no money for drugs. He saw his neighbor, Claire, pull into her driveway and get out of her car, which she had just purchased new. He ran over and told her he would hurt her if she did not hand over her car keys and the title to her car. She complied.

In Frank's haste, he did not have Claire sign the title to the car. Frank took the car to Slim's used car lot. When Slim saw that the title was in another person's name and unsigned, Slim offered to pay \$5,000 for the car even though he knew it was worth a lot more money. However, he told Frank he could not pay him until the owner signed the title. Frank stepped outside Slim's office and signed the title. He returned to Slim in less than a minute and gave him the signed title. Slim gave Frank the \$5,000. Slim then put the car on his lot with a sale price of \$20,000.

Frank bought drugs, which he ingested, and became high. He returned home where he learned that another neighbor, Jill, saw what happened with Claire and reported him to the police. Enraged, he went to Jill's house with a hammer and destroyed her porch furniture and bikes on her lawn. As Jill came out of her house with a baseball bat to confront Frank, a piece of metal from the furniture Frank was destroying struck Jill in the eye and blinded her.

1. With what crimes can Frank reasonably be charged and what defenses can he reasonably raise? Discuss.
2. With what crimes can Slim reasonably be charged and what defenses can he reasonably raise? Discuss.

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ESSAY QUESTION 3 OF 4

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QUESTION 3

Developer, Inc. (Developer) completed construction of a 20-unit condominium complex and scheduled an open house for June 1 at 9:00 a.m. On April 15, its painter informed Developer that it would be unable to complete the painting in time for the open house and referred Developer to Paul, another painter. During in-person negotiations on April 21, Paul indicated that he would need to begin work no later than May 1 in order to complete it by May 31. Also on April 21, Paul quoted Developer a total cost of \$20,000 and stated, "Under normal circumstances I provide a 25% discount for multiple-unit projects."

On April 22, Paul signed the Written Agreement and emailed it to Developer. The agreement provided that Paul would begin work on May 1 and complete work by May 31, and Developer would remit four \$5,000 payments on May 1, May 7, May 14, and May 31. The agreement did not mention any discount and it contained the following clause: "This agreement constitutes the entire agreement between Paul Painter and Developer, Inc. and all prior communications shall be of no further effect or evidentiary value."

After not receiving Developer's signed copy of the agreement by April 30, Paul called Developer to confirm that he would start work on May 1 as planned. Developer stated, "We're good to go." Paul began work on May 1, and Developer made payments of \$5,000 on May 1, May 7, and May 14. Paul worked all day on May 31 to complete his work, but he did not finish until 12:05 a.m. on June 1. On June 2, Paul requested a final payment of \$5,000 from Developer. Developer responded that it owed Paul no more money. Paul sued Developer for breach of contract.

1. Did Developer accept the Written Agreement? Discuss.
2. Can Paul's statement regarding the 25% discount be allowed to vary the terms of the Written Agreement? Discuss.
3. What defenses, if any, can Developer raise? Discuss.

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QUESTION 4

Doug is an employee of Bob's Bakery. While working as a delivery driver for Bob's Bakery, Doug is required to wear the company uniform, which he dislikes. Doug is required to use his own car for deliveries, but Bob's Bakery compensates him for that use. While working, Doug must display a removable "How am I Driving?" sign in his car window with a contact number for people to report on Doug's driving. Bob's Bakery received numerous complaints about Doug's driving, but took no action on the complaints.

After making a delivery for Bob's Bakery, Doug was supposed to return directly to the bakery. Instead, Doug decided to visit a friend before returning to the bakery. His friend's house was not on the way back to the bakery. Doug removed the "How am I Driving?" sign from his car window, changed into his own clothes, and headed to his friend's house. On the way to his friend's house, Doug failed to stop at a stop sign and crashed into Polly's car in an intersection, injuring her and damaging her car. Local law requires complete stops at stop signs. Polly had made a complete stop at the stop sign before proceeding into the intersection, but she was illegally using her cellphone at the time of the accident.

1. What claims, if any, can Polly reasonably assert against Doug and what defenses, if any, can Doug reasonably raise? Discuss.
2. What claims, if any, can Polly reasonably assert against Bob's Bakery and what defenses, if any, can Bob's Bakery reasonably raise? Discuss.