

OCTOBER 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

Helga decided to open a German-themed restaurant and beer garden in a building she owned. She entered into a valid written contract with Otto, a highly-skilled and famous German muralist, who agreed to paint the building's walls with scenes from the German countryside, in exchange for \$20,000, to be completed within the next 3 weeks. The contract did not have any provisions concerning assignment or delegation.

Helga also entered into a valid written contract with Jack, a general contractor, to install her own brewery equipment, in exchange for \$100,000, to be completed within the next 4 weeks. The contract included the following clause: "Because Jack might need to turn down other jobs while he is under contract with Helga, Helga agrees to pay \$50,000 in liquidated damages if she terminates this contract before construction begins."

Shortly after signing the contract, Otto left the country and assigned Helga's contract to one of his art students, Max, who was training to be a muralist. Helga refused to let Max paint the walls.

When Jack showed up to install the brewery equipment, he discovered, much to his and to Helga's surprise, that the building's floor would not support the heavy brewery equipment. The cost to build additional support for the floor was prohibitive. Helga told Jack that the contract obviously was over. Jack responded the next week by suing Helga for breach of contract, demanding \$50,000 in liquidated damages. That same week, Jack entered into a much more profitable year-long contract to renovate an old home.

1. Is the \$50,000 liquidated damages clause valid? Discuss.
2. Is Otto's assignment of the painting contract to Max allowable under contract law? Discuss.
3. Does Helga have any defenses to Jack's breach of contract lawsuit? Discuss.

OCTOBER 2023

ESSAY QUESTION 2 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 2

One night Paul and Owen, who were home from college for spring break and looking to have some fun, decided to sneak onto Don Denardi's farm. They split up to explore.

Paul walked along the chain link fence surrounding the side of Denardi's property until he saw a hole in the fence. He pried the fence back to make the hole large enough so that he could crawl through. While exploring, Paul fell into an old swimming pool and broke his leg. The pool was surrounded by thick brush and had been empty for years. In the past, Denardi had kicked a few local kids out of the empty pool after he caught them skateboarding in it.

Owen entered Denardi's property by walking up the driveway towards the house. Owen noticed a wallet lying on the ground and put it in his coat pocket. Denardi saw Owen take the wallet and came outside to confront him. When Denardi asked Owen to return the wallet, he refused. Denardi reached out and stepped towards Owen to retrieve the wallet and Owen stepped back, tripping and spraining his wrist as he fell to the ground. Denardi then retrieved the wallet from Owen's coat pocket and Owen fled.

1. What tort claim(s) can Paul reasonably bring against Denardi and what defense(s), if any, may apply? Discuss.
2. What tort claim(s) can Owen reasonably bring against Denardi and what defense(s), if any, may apply? Discuss.
3. What tort claim(s) can Denardi reasonably bring against Paul and what defense(s), if any, may apply? Discuss.
4. What tort claim(s) can Denardi reasonably bring against Owen and what defense(s), if any, may apply? Discuss.

OCTOBER 2023

ESSAY QUESTION 3 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 3

Delta Burger Corporation (“Delta”) wanted to put on a fireworks show to celebrate the grand opening of its 100th restaurant. On April 15, Dan, Delta’s president and CEO, called Pow Corporation (“Pow”), a company that sells fireworks. During the call, Pow agreed to sell Delta 2,000 fireworks, to be delivered within two weeks, and Delta agreed to “pay the market price” for such fireworks. Dan stated that he would have his accounts manager send over a written contract memorializing the terms.

After the call, Dan became busy with other matters regarding the grand opening and forgot to have his accounts manager send a written contract to Pow. On April 20, Pow delivered the fireworks to Delta, along with a bill for \$38,000. Delta accepted delivery of the fireworks and used them at the grand opening, but then refused to pay the Pow bill. Delta contends that it does not have to pay that amount because: (1) Delta never sent a written contract; (2) the parties did not agree to a specific price for the 2,000 fireworks; and (3) there was insufficient consideration for a contract to be formed because Delta could have purchased the same fireworks from Cosmo Inc., Pow’s competitor, for \$35,000.

1. Is there an enforceable contract between Delta and Pow despite the lack of a written agreement? Discuss.
2. If there is a contract, must Delta pay \$38,000 for the fireworks? Discuss.
3. How should a court rule on Delta’s inadequate consideration argument? Discuss.

OCTOBER 2023

ESSAY QUESTION 4 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 4

Ted and Vicky lived together for several years after college. Ted broke off the relationship and moved out.

Two years later, Vicky began dating Dan. Dan knew about Vicky's past relationship with Ted and was very jealous.

At a house party last week, Ted was surprised to see Vicky for the first time since their breakup. Ted and Vicky quietly stepped into the otherwise empty backyard, embraced, and Ted kissed her on the cheek. Seeing the kiss through a window, Dan entered the backyard and in a jealous rage punched Ted, knocking him down. While Ted was on the ground, Dan saw a gold chain around Ted's neck. Dan pulled it off and put it in his own pocket.

Vicky started screaming at Dan. To keep her quiet, Dan put his hand over her mouth and nose and she passed out. He then put her over his shoulder and carried her to the front yard where he found his good friend, Rick, who was also a guest at the party. Even though Vicky did not drink alcohol, Dan told Rick that Vicky was drunk and they needed a ride. Rick did not believe Dan's story, but he drove them to Dan's apartment anyway and then left.

Vicky woke up and started screaming again and tried to leave. So the neighbors would not hear her, Dan mixed a strong sedative in Vicky's water. Dan was unaware that Vicky was also taking other medications that, when combined with the sedative, stopped her heart. Vicky died as a result.

1. With what crime(s) can Dan reasonably be charged and what defense(s) can he reasonably raise? Discuss.
2. With what crime(s) can Rick reasonably be charged and what defense(s) can he reasonably raise? Discuss.