

QUESTION NO. 1 (Page 1 of 1)

THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

Phil and Rhonda were married in Kansas on July 4, 2000. On July 5, 2001, they had a son together named Jethro. On July 16, 2001, the parties moved to Cimarron County, located in the far western panhandle of Oklahoma, where they enjoyed the next 9 years of marriage and family.

On July 4, 2010, Rhonda catches Phil cheating on her with her best friend. Rhonda immediately moved with Jethro back to her childhood home of Ottawa County, located in extreme northeastern Oklahoma, to permanently reside. On August 10, 2010, Rhonda hires an attorney and files for divorce against Phil in Ottawa County.

Phil comes to your law office located in Cimarron County and asks if this matter can be heard in Cimarron County.

What do you advise Phil? Explain your answer.

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QUESTION NO. 2 (Page 1 of 2)

THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

Patty and Tom were law partners at Hewes & Associates. In the last several years, Patty had become increasingly emotionally abusive to Tom. Tom's **wife**, Ellen, begged him to leave the firm but Tom felt trapped and knew that he did not want Patty as an enemy. Tom's breaking point came last week when Patty got so angry with Tom that she **slapped** him across the face and threatened to kill him.

Tom went home that evening from work and vented to **his** brother-in-law, Joe Tobin, over a couple of beers. Joe had recently lost his job and had **been** drinking more frequently. Tom and Ellen were allowing Joe and his family to stay with **them** temporarily while Joe got back on his feet. While Tom was talking to Joe he said, "I **would** pay \$100,000 to anyone who would kill Patty Hewes." Joe said, "Really? It has gotten that **bad**?" Tom said, "Absolutely. I just wish she was dead!"

The next morning Joe had a few whiskey sours to take **the** edge off before he went to a scheduled job interview at a local investment company. The **alcohol** didn't help because Joe tanked the interview. While driving home down Westside Drive, Joe saw Patty jogging on her lunch hour. Patty was running close to the lane of travel and **Joe** saw a perfect opportunity to make \$100,000. Joe swerved over and hit Patty with his Volkswagen Bug, and then fled the scene. A witness called 911 and Patty was transported by **helicopter** to the closest emergency room trauma unit where she is listed in critical condition.

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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

Joe panicked and called Tom to tell him what he has done. Tom told Joe to meet him on old Leavenworth Trail so they could get rid of the car. Tom and Joe meet and push the damaged Volkswagen into what they thought was a small lake, but turned out to be a shallow pond.

Questions:

- A. What crimes could Tom be charged with? Explain your answer.
- B. What crimes could Joe be charged with? Explain your answer.
- C. Would Tom be successful if he claimed self-defense? Explain your answer.
- D. What possible defenses could Joe assert? Would they would be successful? Explain your answer.
- E. Assume for this subpart only that Patty died two days later in the hospital. How would this change your answers to Questions A and B above? Explain your answer.

QUESTION NO. 3 (Page 1 of 2)

THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

In 2004, Andy, a widower living in Oklahoma City, properly executed a will conforming with the statutes of Oklahoma. The will provided that his three children, Bart, Chris and Denise would share equally in his net estate. The will further provided that in the event any of his children predeceased him, the devise to that deceased child would lapse, and that deceased child's share would be distributed among that deceased child's siblings.

Denise and her husband Edward were killed in an automobile accident during an ice storm in January 2008. They left two minor children, Felicia and Gus. Following the death of their parents, Felicia was legally adopted by Andy and Gus was legally adopted by Chris.

Andy died suddenly in February 2010 of a severe stroke while visiting the family farm in Pittsburg County, having never updated his will. Andy's estate consisted of his home in Oklahoma City, furnishings and other personal belongings located in that home, a certificate of deposit with a value of \$200,000, a small checking account, a car and a 640-acre family farm in Pittsburg County, currently leased for \$15,000 per year. Bart and Chris have jointly presented Andy's 2004 will for probate in the District Court of Pittsburg County, asking that they each be awarded one-half of Andy's net estate.

Edward's father, Harry, consults you on behalf of Felicia and Gus, who are his grandchildren, and both still minors.

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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

Questions:

- A. What advice do you give Harry with respect to the rights Felicia and Gus?  
Explain your answer.
  
- B. Harry also asks you why the probate was not filed in Oklahoma County, the county where Andy lived. What do you tell him? Explain your answer.

QUESTION NO. 4 (Page 1 of 2)

THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

For many years Carl Client and Bill Buddy have owned and operated a demolition business in Bigtown, Oklahoma, under the name "Client & Buddy Demolition Co.". Each contributed cash and/or property to the enterprise of an approximately equal value. No formal written agreement concerning the business has ever been prepared or executed by the parties. Each year Client and Buddy have equally shared in the profit from the business.

Client recently bid on a demolition job in Midtown, Oklahoma, a nearby city. This would be the company's first demolition in Midtown. However, Client was suddenly hospitalized with seizures and then scheduled for surgery.

With Client in the hospital, Buddy was under pressure to complete several jobs. Buddy took the crew to Midtown and mistakenly demolished a vacant building near the intended building. In copying the address of the building to be demolished, Buddy had transposed two of the numbers. He further had not obtained the typical and mandatory permit beforehand, intending to do so after the fact.

Client has now returned to work. In reviewing the mail he discovers the facts concerning the Midtown job and contacts you for advice. He relates that they have received an attorney's letter from the owner of the mistakenly demolished building demanding damages and threatening suit against him individually and against the business. Client further states that Midtown's city attorney has sent a notice of Midtown's intent to fine the business for not obtaining a permit as required by city ordinances.

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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

Questions:

- A. What is the legal status of the business relationship of Client and Buddy and the liability, if any, that Client may personally have to the owner of the wrongly demolished building? Explain your answer.
- B. What duties does Buddy owe Client in their business relationship? Which of these duties, if any, did Buddy breach by the wrongful demolition and failure to obtain a permit? Explain your answer.
- C. What rights, if any, does Client have with respect to Buddy for the wrongful demolition and failure to obtain the proper permit? Explain your answer.
- D. Client's health is not good and wants to end his business relationship with Buddy. What are Client's rights to unilaterally terminate the business? Does Client have any potential liability to Buddy? Explain your answer.

QUESTION NO. 5 (Page 1 of 3)

THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

You are the owner of a small firm that primarily handles divorce and child custody cases. You have in your employ a young lawyer named Mark who passed the Bar six months ago and has never handled any case on his own.

Jean has hired your firm to represent her in a particularly nasty divorce against her husband. Jean wants sole custody of her two small children. Jean meets with you and pays you \$2,500 for the divorce case against her husband. You accept the money and tell your client that you will place the money in your trust account and will bill against it at the rate of \$300 per hour. You further tell her that you will forward a written contract which she can review and sign within the week which will memorialize the fee arrangement and the scope of the representation. You explain to Jean that you have hired a new lawyer for the firm, but you don't tell her that Mark will handle any part of her case. You direct your staff to start drafting the Petition for Divorce.

After your meeting with Jean, you tell Mark about the case and tell him that you'd like him to be involved under your supervision. Mark eagerly agrees to assist you.

The next day, without your knowledge, Jean calls your firm and asks to speak to you. Your staff tells her that you are in Court and unavailable. Jean insists that she speak to a lawyer immediately. Mark agrees to speak to Jean. Jean tells Mark that her husband has taken the children without permission and wants to know what to do. Without any research or advice from



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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

any lawyer and without your knowledge, Mark tells Jean to go to her husband's home and immediately take the children with whatever force is necessary.

Jean immediately goes to her husband's home, breaks in, beats up her husband and quickly snatches her children. An hour later, the police arrive at Jean's home and arrest her for assault and battery and child stealing. Jean calls Mark from jail and begs him to get her out. Mark says "for \$2,500, I'll see what I can do". The jail's phone system ends the call before Jean is able to respond. Nevertheless, Mark calls the courthouse and tries unsuccessfully to get Jean released. Mark is excited about his first client and remembers that you've told him that all criminal fees are non-refundable. Mark directs his secretary to withdraw Jean's \$2,500 from your firm's trust account and to place it in Mark's personal account. The secretary complies. Mark uses the entire \$2,500 during his lunch hour to buy Oklahoma City Thunder basketball season tickets.

The next day, Jean has gotten advice from a fellow inmate who tells her that not only did Mark give her improper advice that resulted in her arrest, but has also hurt her chances of getting custody of her children. Jean immediately calls you from jail and demands that your firm withdraw from her cases and return her \$2,500 retainer fee. She also says that she will report you and Mark to the Oklahoma Bar Association and seek advice as to a civil suit against your firm.

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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

Questions:

- A. Explain in detail any Oklahoma Rules of Professional Conduct you have violated as a result of your conduct.
- B. Explain in detail any Oklahoma Rules of Professional Conduct Mark has violated as a result of his conduct.
- C. Does an attorney client relationship exist between Mark and Jean in the criminal case? Explain your answer.
- D. Is Mark ethically obligated by the Oklahoma Rules of Professional Conduct to return the \$2,500 to Jean? Explain your answer.
- E. What punishment, if any, may Mark face from the Oklahoma Bar Association as a result of his actions? Explain your answer.

QUESTION NO. 6 (Page 1 of 1)

THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

Pedro has recently divorced his wife. During their marriage, his wife was active in the military. The judge that presided over the divorce ruled that Pedro was not eligible to receive any part of his wife's military retirement. This decision was based on a state statute that makes military benefits separate property.

Pedro was so outraged that he decided that he would attend law school and become a lawyer so that he could right all the injustices that he felt he had suffered. During the admission process he discovered that he was not born in the United States. He also learned that even though he does have proper documentation to be in the United States, the state in which he lives will not let him be a lawyer since he is not a U.S. citizen.

This entire experience caused Pedro to become an outspoken proponent of immigrant's rights. He decided to lead a protest at the state's bar association headquarters, even though a state law made it illegal for groups of five or more to gather and protest any state law. On the day of the protest, a group of radical skin heads showed up in the middle of the protest and disrupted the gathering and destroyed all of the signs of Pedro's group.

Pedro now wants to assert his rights. Does Pedro have standing to file a lawsuit to enforce his rights and, if so, what challenges may he assert? Explain your answer.

QUESTION NO. 7 (Page 1 of 3)

THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

Seth and Grant grew up in Boise City, a small town located in Cimarron County in the Oklahoma panhandle. Although their families owned large ranches, Seth dreamed of becoming a professional water skier. Upon graduation from high school, Seth moved to Northeast Oklahoma and accepted employment with Grand Lake Marina, Inc. Grand Lake Marina, located on Grand Lake in Delaware County, Oklahoma, owns and leases 100 boat slips and operates a gas dock and a Nautique boat dealership (a boat specifically designed for water skiing and wakeboarding).

In the summer of 2009, Seth convinced Grant to take a break from his commercial swine operation and spend a week on Grand Lake. Seth took Grant for a “test drive” in his dream boat, a new 2010 Nautique. As Seth was cruising through Duck Creek, texting his girlfriend and bragging to Grant about his waterskiing expertise, he crashed into a boat dock. Although the accident resulted in only minor damage to the boat, Grant was thrown from the boat and suffered several broken bones and minor head injuries. The owner of the private dock and his family, also residents of Delaware County, were fishing from the dock at the time of the accident. Fortunately, the dock owner was able to rescue Grant from the lake and call 911. After spending a few days in the Grand Lake Regional Hospital, Grant was released and returned home to Boise City to recover.

Seth reported the accident to Noelle, the owner of Grand Lake Marina, and told her that Grant’s injuries were only minor. Seth assured Noelle that Grant was an old friend and would never sue him or the Marina.

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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

Seth returned to Boise City over the Christmas holidays to visit his family and check on his friend. When he arrived at Grant's home, Grant's brother-in-law served Seth with a Petition and Summons. The Petition named Grand Lake Marina, Inc. as the only defendant and sought recovery of \$1,000,000 for medical expenses, lost income and pain and suffering. Grant apologized for the surprise but explained to Seth that his lawyer (who is also Grant's uncle) made him promise to keep it a secret until they were able to serve Seth while he was in Cimarron County. Grant's family is very influential in Cimarron County and his uncle promised him that they would recover a huge verdict from a Cimarron County jury.

Seth was afraid to deliver the bad news to his boss and knew that he would be fired. After a few sleepless nights and long conversations with his parents, Seth decided to take his life savings, move to Florida and begin his professional skiing career.

It is now the summer of 2010 and Noelle has walked into your office with copies of (i) a default judgment entered in the District Court of Cimarron County against Grand Lake Marina, Inc. in the amount of \$1,000,000 and (ii) a Subpoena directing a representative of Grand Lake Marina to appear at a law office in Boise City to answer questions concerning the company's assets. Noelle is in shock. She has never been to Boise City and had no knowledge of any lawsuit.

During your initial conference, Noelle is able to reach Seth on his cell phone. Seth apologizes and explains his understanding of why Grant's lawyer served him in Cimarron County. Seth warns you that Grant's family "runs Boise City". You later speak with the Court

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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

Clerk and learn that, contrary to the appearances shown on the face of the default judgment, Grant did not appear before the Court and no evidence was presented to the judge prior to entry of the \$1,000,000 judgment.

Noelle hires your firm to represent her company. You have discussed the case with your senior partner and he has requested that you answer the following questions:

- A. Was service of process on Grand Lake Marina, Inc. proper? Explain your answer.
- B. What is the effect of Grant's failure to appear before or present evidence to the Court prior to entry of the default judgment? Explain your answer.
- C. Assume for this subpart only that the default judgment is enforceable. Is the Subpoena issued by Grant's lawyer enforceable? Explain your answer.
- D. Assume for this subpart only that the default judgment was not granted. Is venue proper in Cimarron County? Explain your answer.
- E. Assuming for this subpart only that the default judgment was not granted and that venue is proper in Cimarron County. Are there any legal grounds to transfer the case away from Cimarron County? Explain your answer.

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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

John Bower decided to sell his diamond ring. He took it to the local jewelry store, Dean's Diamonds, which sells new and used jewelry. John left his diamond ring at Dean's Diamonds and signed a document entitled "Consignment Agreement," which stated, in part:

I, John Bower, do willingly leave the above-described diamond ring in the possession of Dean's Diamonds for the sole purpose of display with the intent to offer said ring for sale. Upon final sale of said ring, I will receive and expect to collect \$5,000. Any monies over and above that amount shall be the property of Dean's Diamonds. This agreement is valid for twenty days when signed by both the legal owner of said ring and an authorized agent of Dean's Diamonds.

Both John and an authorized agent of Dean's Diamonds signed this document.

Within a few days of this agreement, Margaret bought John's ring from Dean's Diamonds. She knew that the ring was not new and that Dean's Diamonds regularly sold "used" jewelry. She paid \$5,200 and took possession of the ring. Dean's Diamonds, however, never paid any money to John.

John sued Dean's Diamonds and Margaret, seeking to recover either the ring itself or the \$5,200 purchase price. Dean's Diamonds filed bankruptcy immediately after John's suit was filed and did not take an active role in John's lawsuit. Margaret can establish that she paid \$5,200 to Dean's Diamonds and that she had no notice of the terms of the Consignment Agreement.

How should John's claim against Margaret be resolved? Explain your answer.

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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

For the last four years, Kami Squarepants and Alyana Q. Tenticles have operated “K&A Diner”, a successful restaurant in the town of Bikini Bottom. Each contributed an equal amount of capital to the business and share in the profits equally. Kami and Alyana began their business without any written agreement or formal organization.

About two weeks ago, Bea O’Problem came to “K&A Diner” to grab a bite to eat. As Bea was walking to her table, she slipped and fell on a pool of water. Right before Bea had come in, Alyana had been mopping the floor of the restaurant. Unfortunately, Alyana forgot to put a “wet floor” sign out after she had mopped the floor. As a result of her fall, Bea suffered a broken hip.

Kami recently discovered that after hours on the weekends, Alyana was renting the restaurant out for dance parties and other events. Alyana has been pocketing the profits from those events and has not offered a share of those profits to Kami.



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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

Questions:

- A. (1) What type of business organization did Kami and Alyana form?
- (2) Was it a good idea for Kami and Alyana to start their business without any formal organization?
- (3) What is the main flaw with this type of business organization?
- (4) Under this type of business organization, how would control or management be allocated between Kami and Alyana? Explain your answers.
- B. Do Kami and Alyana have any liability for the injury suffered by Bea? Explain your answer.
- C. Does Alyana owe Kami any fiduciary duties and, if so, did Alyana violate her duties? Explain your answer.
- D. (1) What other methods of business organizations are available to Kami and Alyana?
- (2) Explain the liability of the participants in each type of business organization.
- (3) Briefly explain how each type of organization is formed.
- (4) Which type of organization would you recommend to Kami and Alyana? Explain your answer.

QUESTION NO. 10 (Page 1 of 2)

THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

Richard Realtor is the sole stockholder of both Richard's Realty, Inc. and Richard's Construction, Inc. All books, accounts and records of each corporation are maintained separately. However, both businesses are operated from the same location, which has a sign in front which says "Richard's Realty". Both corporations are duly registered and in good standing. Richard holds a valid real estate broker's license issued by the State of Oklahoma. In addition to usual real estate activities, Richard's Realty, Inc. manages rental property for various property owners by finding tenants, collecting rent, distributing rent to owners, etc. Richard's Construction builds and remodels homes.

Richard's Realty managed a rent house owned by Ken Plainer. Ken became dissatisfied with the return on his investment. Richard told him that several rental properties in the neighborhood have recently been remodeled and sold to owner/occupants, and suggested that Ken do this. Ken agreed and signed a contract with Richard's Construction for a turn-key remodel of the home for a price of \$40,000, which Ken paid in advance. After the work was finished, Ken became dissatisfied again and demanded that Richard show him receipts for all his expenditures in remodeling the house. Richard refused, and Ken filed a complaint with the Oklahoma Real Estate Commission. The Commission's validly established rules state that they apply "to all real estate licensees, and must be complied with pursuant to Oklahoma law". The rules also require that a broker account to his clients for all monies entrusted to him by a client.

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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

Questions:

- A. On Friday, Richard brings you a certified letter he received that day from the Commission, advising he is in violation of the above rule, and setting a hearing on the following Tuesday before a hearing officer. The notice further advises that if Richard desires a record of the proceeding, he must bring a court reporter agreeable to the Commission. Richard has no knowledge of the Commission's rules. He comes to you for advice, an analysis of possible defenses, and an explanation of his rights before the Commission. How would you advise him? Explain your answer.
- B. After hearing your advice, Richard states that he doesn't trust the Commission, which is primarily made up of realtors, and that he would prefer to have this matter decided in court. He also states that the local contractor's association, which has several members who are also realtors, is concerned about this matter. How would you advise him? Explain your answer.

QUESTION NO. 11 (Page 1 of 2)

THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

Jeff Jones was a retired banker and had been a widower for seven years at the time of his death. Jeff had three children from his marriage to Jane: Steven, Christopher and Beth. Steven and Christopher were born of the marriage to Jane and Beth was adopted. Six years before his death, Jeff executed a valid will leaving his entire estate to his children in equal shares.

Three months before Jeff's death, as his physical and mental health began to fail, the children hired Helen Smith to be Jeff's live in health care worker. Soon thereafter, the children became concerned at the level of involvement Helen had in all of Jeff's financial and personal affairs. It appeared to the children that Helen was exercising complete control over Jeff and his affairs. When the children intervened, Jeff advised them that he no longer considered them his children and that Helen was the love of his life. He never spoke to or saw his children again.

After Jeff's death the children discovered that Jeff had defaced the first page of his seven page will, placing a large "X" across it and printing the words "NO WAY" on the first page. The children also discovered a second will in Jeff's handwriting, which purported to leave the entirety of Jeff's estate to Helen. The second will does not mention the first will or Jeff's children.

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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

Questions:

- A. Did Jeff revoke his first will? Explain your answer.
- B. What must Helen prove to admit the second will? Explain your answer.
- C. What must the children prove to invalidate the second will? Explain your answer.
- D. Assume for this subpart only that the second will is the valid will. Do Jeff's children have any claim to the estate? Explain your answer.
- E. Assume for this subpart only that neither will is valid. Who are the legal heirs of Jeff and what share will each heir receive? Explain your answer.

QUESTION NO. 12 (Page 1 of 3)

THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

Perry Mason and his brother, Paul Mason, purchased Blackacre One located in Ellis County, Oklahoma, in 1956, and received a warranty deed from the Sellers, a copy of which is attached as Deed One.

Three years later, Perry Mason and his wife, Della, purchased Blackacre Two located in Ellis County, Oklahoma, and received a warranty deed from the Sellers, a copy of which is attached as Deed Two.

In 1966, Paul Mason moved from Oklahoma to California for sun and fun. Unhappy about the move, at that time, Perry told Paul, "Don't ever come back to Blackacre One. You are not welcome!" From 1966 until the present, Perry has paid all taxes, including ad valorem taxes, insurance, and the expenses with respect to Blackacre One, and making valuable and necessary improvements to Blackacre One.

Just last week, Perry's devoted wife, Della, died. Also last week, Hamilton offered a very large sum of money to Perry for Blackacre One.

Perry has come to you for your assistance in these matters. How will you advise him about Blackacre One and Blackacre Two? Explain your answer.

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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

DEED ONE

GENERAL WARRANTY DEED

THIS INDENTURE, made this 1st day of September, 1956, between John Smith and Mary Smith, husband and wife, of Ellis County, in the State of Oklahoma, parties of the first part, hereinafter called "Grantor" (whether one or more) and Perry Mason and Paul Mason, brothers, as tenants in common, parties of the second part, hereinafter called "Grantee".

WITNESSETH: That in consideration of the sum of Ten Dollars, duly paid, the receipt and sufficiency of which is hereby acknowledged, said Grantor does, by these presents, grant, bargain, sell and convey unto said Grantee, their heirs and assigns, all of the following described real estate, situated in the County of Ellis, State of Oklahoma, to-wit:

Blackacre One

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, and to their heirs and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages, and other liens and incumbrances of whatsoever nature.

IN WITNESS WHEREOF, the said Grantor, have hereunto set their hands the day and year above written.

John Smith  
John Smith

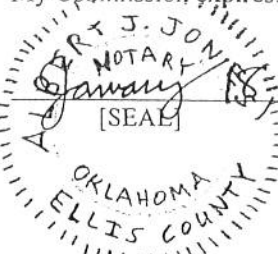
Mary Smith  
Mary Smith

STATE OF OKLAHOMA     )  
  )ss:           (Individual Acknowledgment)  
COUNTY OF ELLIS     )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1<sup>st</sup> day of September, 1956, personally appeared John Smith and Mary Smith, Husband and Wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

Albert J. Jones  
Notary Public

My Commission expires: January 15, 1962  


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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

DEED TWO

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT Arthur Tragg and Helen Tragg, Husband and Wife, of Ellis County, Oklahoma, parties of the first part, in consideration of the sum of Ten Dollars (\$10.00), and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Perry Mason and Della Mason, Husband and Wife, of Ellis County, Oklahoma, as joint tenants, not as tenants in common, the whole estate to vest in the survivor in the event of the death of either of the parties, parties of the second part, the following described real property and premises situated in Ellis County, State of Oklahoma, to-wit:

Blackacre Two

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, as joint tenants, and to their heirs and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages, and other liens and incumbrances of whatsoever nature.

Signed and delivered this 24<sup>th</sup> day of December, 1959.

Arthur Tragg

Helen Tragg

STATE OF OKLAHOMA     )  
  )     SS:  
COUNTY OF ELLIS     )

Before me, the undersigned, a Notary Public in and for said County and State, on this 24<sup>th</sup> day of December, 1959, personally appeared Arthur Tragg and Helen Tragg, Husband and Wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Howard Redgrave  
Notary Public



My Commission expires:

2-10-1960



QUESTION NO. 13 (Page 1 of 2)

THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

A. Jurisdiction.

1. Define subject matter jurisdiction.
2. Define *in personam* jurisdiction.
3. Define *in rem* jurisdiction.
4. May subject matter jurisdiction be waived by a party?
5. Define venue.

B. Smith filed a lawsuit against Jones involving events that occurred in Oklahoma County, Oklahoma. Smith lives in Tillman County, Oklahoma. Jones resides in Beckham County, Oklahoma. Smith has alleged claims of negligence and fraud against Jones. The lawsuit was filed in Tillman County, Oklahoma.

1. Under Oklahoma law, is Tillman County the proper venue and, if not, where would proper venue lie? Explain your answer.
2. What are the basic elements of a tort claim?
3. In Oklahoma what is the legal burden of proof that must be satisfied to successfully prosecute a negligence action?
4. In Oklahoma what is the legal burden of proof that must be satisfied to successfully prosecute a fraud action?

QUESTION NO. 14 (Page 1 of 2)

THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

Trapper owned a hundred-year-old building that he bought due to its historical significance, its large parking area, and its classic beauty. He put his business there and was happy for thirty years. The harsh Oklahoma weather, however, took its toll, and finally the large covered front porch needed major repairs.

Trapper engaged George, a historical repair guy, who moved his crew onto Trapper's property for a projected six-to-eight-week project. Trapper agreed to pay \$3,800 per week for a crew of five "artisans" who would work eight to ten hours per day to complete the project in no more than eight weeks. Trapper was to pay for all materials. Each week, he wrote a check for over \$4,000. The artisans brought a camper and tents and took up the whole parking lot with their work area and living area, and throughout the project Trapper complained about the encroachment on his parking lot.

By week six, the project was finished except for paint. George agreed to finish by the end of week seven. A couple days of rain came. As a result, at the end of week seven, George asked for two more days to finish the job. Trapper didn't want to stop the project half-way through the paint job, so he agreed to it "under protest".

At the end of the second day of week eight, George still was not finished. Two of his "employees" were "missing" - Trapper found out that they were in jail and apparently had just gotten out of prison before they came to start this job. They had no "artisan" credentials, having

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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

tended bar and done general construction before going to prison ten years ago. Trapper told George to finish and leave.

On the third day of week eight, George was done and wanted \$3,800 for week eight. At first, Trapper refused to pay. He stated that the “artisans” were not qualified and that their lack of skill and then their absence was the reason George didn’t finish the job in seven weeks. George threatened to file a lien on the property, so Trapper gave him \$3,800, again “under protest”. George offered to come back “next week” and put some paint on an area in the front of the building that was not part of the porch. This area didn’t look noticeably bad until all the new work made it look bad by comparison. Trapper agreed to let bygones be bygones if George would do this last paint job, which Trapper felt he would have to pay someone \$800 to do. However, George didn’t show up to do the last paint job. Trapper comes to your office and wants to sue for parking lot trespass, return of the week seven payment, return of the eight week payment, and reimbursement for the \$1,000 Trapper had to pay someone else to paint the part of the building that was not on the porch.

How would the Court adjudicate those claims? Explain your answer.

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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

Abby and Betty are shopping buddies and every Saturday they shop at the local mall where all their friends hang out. Both are sophomores majoring in fashion and retail at Acme University and both are interns at a very prestigious fashion design company called Fancy Fashion. They each receive a stipend of \$10,000 a year as well as college credit for their internship. Betty also has a full scholarship at Acme University.

One Saturday, Abby and Betty were scheduled to work the night shift at Fancy Fashion to prepare for Fancy Fashion Week. This made them unhappy because they will have to miss the party of the year at the Beta Beta Beta fraternity on campus. However, they decided to go shopping at the mall before they clocked in at Fancy Fashion. Their shopping-spree commenced at Carlton's Clothing, a clothing boutique. While trying on the new spring dresses, they are unaware that their every move is being watched by the store security guard through an overhead camera directly above the dressing room. After trying on several items of apparel, each decides not to purchase anything. Rather than hanging up anything they tried on, both girls leave the apparel in piles on the dressing room floor. The security guard, who was somewhat distracted by chatting online at the social networking site Spacebook, forgot to notice if either girl placed anything in their purse.

After Abby and Betty leave the store, the salesperson starts to hang up the clothing they left in the dressing room. She notices that there are two empty hangers in each dressing room.

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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

She alerts the security guard, who was blissfully watching Abby and Betty walk down to a music store in the mall.

Several minutes after Abby and Betty arrive in the music store; the security guard enters the music store, spots Abby and Betty, and yells loudly, "You girls are shoplifters! You must come with me to Carlton's Clothing shop now!" Abby and Betty are mortified. Not only have they been wrongly accused of being shoplifters, but this was also the music store where several of their friends and classmates from school socialized. Everyone in the store heard the security guard yell, including Rita, a reporter for the school newspaper, who video recorded the incident on her cell phone and immediately uploaded the footage to the university's newspaper website.

Following the security guard's instruction, Abby and Betty quietly follow him back to Carlton's where he conducts a thorough strip search of each of them. Finding nothing on their bodies, he and the salesperson then decide to look through their purses. The entire interrogation and search lasted more than three hours which caused both Abby and Betty to be late for their night shift at the internship. In reality, Abby and Betty had not taken anything.

When Abby and Betty arrive at work, they are fired for being tardy. After all, this was their fifth tardy this month. A termination statement and written reprimand are included in their personnel file at Fancy Fashion. They also lost their stipend and college credit for the school year.

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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

Although Abby and Betty are very upset at this turn of events, they decide to go to the fraternity party instead of going home. Abby reaches into her purse and discovers that her cell phone is missing. “That nasty old sales lady at the clothing shop must have taken it,” Abby thought to herself.

When they arrived at the party, word had already spread that Abby and Betty had been arrested for shoplifting. Many of the people at the party saw the video footage that Rita uploaded to the university’s newspaper webpage. When Abby and Betty entered the room, people stopped talking and everyone looked at them. Someone even exclaimed, “Hold onto your wallets – the thieves are here!” The host of the party then politely asked them to leave, informing them that thieves were not allowed at their fraternity party.

The next day, the school paper contained an article stating that Abby and Betty had been arrested for shoplifting. Someone sends the article to Abby’s parents, who immediately disinherit her.

Abby and Betty contact you, an attorney. List all the tort claims that Abby and Betty might have against any person or entity in connection with this fact situation. Include in your discussion all defenses that such persons or entities might have.

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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

As a partner in a small firm in a large city, you pride yourself on being punctual and client oriented. Lately, however, you have been told by your office staff and associates that your work is beginning to slip. You have been late to court a few times and missed a few appointments, but nothing major. While you haven't lost any clients, your colleagues are becoming concerned.

On Friday afternoon, one of your partners comes to your office with a horrible look on his face. He advises you that there is over \$100,000 missing from the firm's trust account regarding a tribal nation client. He tells you that he has looked in to all of the records and finds that your legal assistant has been making unauthorized transactions on behalf of the firm. Shocked and dismayed, you vehemently deny any wrongdoing. Your partner says that he does not think you had anything to do with the transactions, but wanted to bring it to your attention. He also tells you that you need to get this mess straightened out quickly and discreetly.

After your own inspection of the records, you find that your legal assistant has also been billing hours to the tribal nation client that you did not work and diverting the excess billing to her bank account from the firm's trust account.

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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

Questions:

- A. What is your firm's duty to the tribal nation client with respect to the trust account funds? Explain your answer.
- B. What is your firm's responsibility towards training your legal assistant regarding the handling of client monies held in the firm's trust account? Explain your answer.
- C. What should you do concerning the excessive billing? Explain your answer.
- D. Should you report any of these matters to the Oklahoma Bar Association? Explain your answer.