

SAMPLE MULTIPLE CHOICE ITEMS

CIVIL CODE I

Ten siblings inherited a large, run-down farm in Louisiana. Nine of the siblings wanted to make several substantial improvements to the farm, such as adding new roads to various portions so that other areas of the land could be farmed. The same nine siblings also wanted to build a truck stop on a corner of the property, even though no land in the area had ever been used for any similar commercial development and a truck stop would remove a field long farmed on the property.

But the tenth sibling, Tom, was adamant that he would not pay for any of these proposals. His nine siblings then proceeded without him and built the proposed roads and truck stop without his consent.

1. Is Tom entitled to have these newly built roads demolished?
 - a. No, because over 75% of the co-owners concurred in building these roads.
 - b. No, as long as Tom did not object beforehand to their building these roads.**
 - c. Yes, but only if these roads caused damage to the farm.
 - d. Yes, because Tom did not consent to their building these roads.

2. Is Tom entitled to have the truck stop demolished?
 - a. No, because over 75% of the co-owners concur in building the truck stop.
 - b. No, as long as Tom did not object beforehand to their building the truck stop.
 - c. Yes, but only if the truck stop caused damage to the farm.
 - d. Yes, because Tom did not consent to their building the truck stop.**

CIVIL CODE II

Which of the following would be a valid and enforceable provision in an Act of Donation?

- a. "I donate my building in Thibodaux to Brad, but upon his death, I require the property to be returned to my heirs."
- b. "I donate my building in Thibodaux to Charlotte, with the condition that she preserve it and upon her death, ownership of the building will go to Dan."
- c. "I donate my building in Thibodaux to Eli, with the condition that it be used for religious purposes only."**
- d. "I donate any property I may acquire this year to Frank for use in his charity."

CIVIL CODE III

On June 1, 2009, XYZ Corp. granted First National Bank a mortgage upon an immovable as security for all of XYZ Corp.'s present and future obligations to First National Bank. The mortgage did not describe the maturity of any of the obligations secured by the mortgage; however, at the same time that the mortgage was executed, XYZ Corp. borrowed \$50,000 from First National Bank and, to evidence the loan, executed in favor of First National Bank a promissory note payable in monthly installments, the last of which will be due on December 31, 2020. The mortgage was filed in the mortgage records of the parish in which the immovable is located on June 5, 2009. If First National Bank desires to continue the effect of recordation of its mortgage, when must it file a notice of reinscription?

- a. At any time within the period of six months preceding June 1, 2019.
- b. At any time between now and June 1, 2019.**
- c. At any time between now and June 5, 2019.
- d. At any time between now and December 31, 2026.

FEDERAL JURISDICTION & PROCEEDURE

A tanker truck carrying chemicals spilled its load and contaminated the property of five neighboring landowners. The landowners joined together and filed a suit against the owner of the truck in federal court based on diversity jurisdiction. Each of the five landowners prayed for an award of \$20,000 to pay for the cleanup of his property, for a total demand of \$100,000. Does the landowners' complaint satisfy the amount in controversy requirement of diversity jurisdiction?

- a. **No, because the multiple landowners may not aggregate their separate, small claims to meet the amount in controversy requirement.**
- b. No, because a class action is the only setting in which multiple plaintiffs may aggregate small claims to meet the amount in controversy requirement.
- c. Yes, the amount of the claims may be aggregated because they arise out of a common nucleus of operative fact.
- d. Yes, because the neighboring landowners possess an undivided right to pursue their claims against a single tortfeasor.

Sam, a Texas citizen and the owner of a Texas sports team, visits Louisiana about every three years for a weekend vacation. His only other visit to Louisiana was when he traveled there to negotiate a licensing contract with a Louisiana graphic design company. The resulting contract allowed Sam's sports team to use the design company's copyrighted logo on team uniforms in exchange for an annual licensing fee. Sam stopped making payments but continued using the logo. The design company filed suit against Sam in a Louisiana federal court. Which of the following is the design company's best argument that the Louisiana federal court may exercise personal jurisdiction over Sam?

- a. The court has specific jurisdiction because the claim arises out of federal copyright law.
- b. The court has general jurisdiction because Sam has substantial, continuous and systematic contacts with Louisiana.
- c. **The court has specific jurisdiction because the claim against Sam arises out of his contact with Louisiana.**
- d. The court has general jurisdiction because the copyrighted logo is used in the stream of commerce.