

**LOUISIANA STATE BAR EXAMINATION
CIVIL CODE I
JULY 2021**

QUESTION 1 (100 POINTS)

Herb and Wynonna were married fifteen years ago in Louisiana. On the day before the wedding, Wynonna asked Herb to sign a matrimonial agreement in which they agreed to opt out of a community property regime and both parties agreed to waive interim and final spousal support. Herb and Wynonna immediately signed the document, but not before any witnesses. After the wedding, they properly acknowledged the agreement before a notary and two witnesses. Herb and Wynonna never had any children.

A few months ago, Wynonna had a brief affair with an ex-boyfriend. Herb came home and found them together in bed. Herb confronted Wynonna, who admitted to the affair. Herb demanded that she move out of the house. After much pleading from Wynonna, Herb agreed to allow her to return home where they lived together for the next three months and had resumed occasional sexual relations. During that time, however, Herb was unable to forgive Wynonna and started drinking heavily. One night, while heavily intoxicated, he struck Wynonna and gave her a black eye. Wynonna did not call the police or otherwise press charges against Herb. But the next day, Wynonna told Herb to leave the home and never return. Herb did not return to the home. Herb and Wynonna have been living separate and apart for the last three months.

Wynonna's aunt Annie bought 30 acres of land in 1986, 35 years ago. The land is bounded by a river on the east, a highway on the west, and two large private estates to the north and south. Immediately after purchasing the land, Annie signed an agreement with Company Chemical to allow "Company Chemical, its successors, and assigns" to build and operate an underground pipeline near the northern boundary for the delivery of water from the river to Company Chemical's property on the other side of the highway. The agreement required the pipeline to be built at least five feet beneath the ground and removed after 50 years. This agreement was promptly recorded in the appropriate parish conveyance records.

In 1988, two years after purchasing the property, Annie donated the ten acres of land closest to the river to her brother, Ben, who is Wynonna's father. Company Chemical's pipeline passes under this parcel. Ben immediately created a 500 foot by 500 foot enclosed area for his horses on the eastern side of the property next to the river. However, unbeknownst to either Annie or Ben, the fence for the enclosed area encroached 5 feet past the boundary line onto Annie's property. Therefore, a 5 foot by 500 foot portion of the enclosed area was on Annie's property and not on the property that she donated to Ben.

In 2001, fifteen years after reaching its agreement with Annie, Company Chemical sold its facility to Energy Company, including its rights to the pipeline. This sale to Energy Company is also recorded in the appropriate parish conveyance records.

TEST CONTINUES ON NEXT PAGE

In 2016, 28 years after receiving the donated land from Annie, Ben died. Wynonna inherited all of Ben's assets, including title to the property donated by Annie and all rights of prescription.

Last week, Annie realized that the enclosed area is partially on property that she never donated to Ben and has now demanded that Wynonna remove the portions of the fence on that property.

Please answer the following four subquestions. Explain each answer; an answer without an explanation will receive no credit.

1.1 What are Wynonna's options for divorce? What are Herb's options for divorce? Explain any potential time delays and complications associated with each option. (30 points)

1.2 Have Herb and Wynonna properly opted out of:

- (a) the community property regime?**
- (b) the obligation to pay interim spousal support?**
- (c) the obligation to pay final periodic spousal support?**

Explain fully. (30 points)

1.3 What is the nature of Energy Company's pipeline rights over the thirty-acre property? Can Wynonna demand its removal from her 10 acres? Explain fully. (20 points)

1.4 Is Annie likely to succeed in demanding that Wynonna remove the portions of the fence from the 5 foot by 500 foot portion of land that Ben fenced in but that was not part of the 10 acres that Annie donated to Ben? Explain fully. (20 points)

[End of Civil Code I Test]

**LOUISIANA STATE BAR EXAMINATION
CIVIL CODE I
FEBRUARY 2021**

QUESTION 1 (100 POINTS)

Howard and Wanda were properly married in Louisiana twenty years ago. On the day before the wedding, Howard asked Wanda to sign an agreement providing that, in the event of a divorce, each spouse waived rights to both interim and final periodic support. Wanda and Howard immediately signed the document, but there were no witnesses at that time. After the wedding, they properly acknowledged the agreement before a notary and two witnesses.

Just before the birth of their only child, about a year after the wedding, they bought a new home for \$350,000. The home was purchased with Howard's \$50,000 pre-marriage earnings plus a \$300,000 bank loan. Wanda stopped working to take care of their child, and Howard continued to work. The sole source of payment for principal and interest on the bank loan was Howard's post-marriage earnings, and the loan has been fully satisfied.

Last year, Wanda inherited \$250,000 from a relative and promptly had an affair. About five months ago, Howard began to suspect Wanda's affair and was devastated. Howard confronted Wanda and she ended the affair, apologized profusely, and promised Howard she would never stray again. Howard stayed with Wanda for four months trying to continue their relationship, but he could not re-build his trust in her. Howard then demanded that Wanda move out of the house, which she did one month ago.

After Wanda moved out, she used her \$250,000 inheritance to buy a house that Bob had just built on three acres of land. Bob had acquired the three acres of land from Sam two years ago by Act of Sale containing a metes and bounds description of the property transferring all of Sam's interests within the fenced area. Sam had fenced in the three acres of land when he acquired it 35 years ago. When Sam sold the land to Bob, the sale specified a metes and bounds description transferring the three acres of land within the fenced area, "together with all rights of prescription, whether acquisitive or liberative, to which said vendor may be entitled." Unbeknownst to Bob, Sam's fence extended past his property line and enclosed 10 feet of the neighboring property owned by Nick. The property that Wanda now owns includes this same 10 feet of land and her garage is constructed on this same portion. Nick has now sued Wanda seeking damages and demanding that she tear down her garage.

Please answer the following four questions. These questions are not weighted equally. Explain each answer; an answer without an explanation will receive no credit.

- 1.1 What are Howard's options for divorce? Briefly explain each option, including potential issues Howard may face with each such option. (25 points)**

- 1.2 Have Howard and Wanda properly opted out of interim spousal support? Have they properly opted out of final periodic spousal support? Explain fully. (20 points)**

TEST CONTINUES ON NEXT PAGE

- 1.3 How, as separate or community property, should the home Howard and Wanda acquired be classified? Explain fully. (20 points)**
- 1.4 Does Nick own the 10-foot strip of land on which Wanda built her garage? Is Nick likely to succeed in compelling Wanda to tear down the garage and return the land to him? Would your answer differ if Sam had instead built the fence 15 years ago? Explain fully. (35 points)**

[End of Civil Code I Test]

**LOUISIANA STATE BAR EXAMINATION
CIVIL CODE I
OCTOBER 2020**

QUESTION 1 (100 POINTS)

Harry and Wendy were properly married in 2010. In 2012, they had a son Sam, and began planning to move out of their apartment and into a home for their growing family. Wendy owned 10 acres of undeveloped land that she had inherited from her grandfather George before the wedding; the land was worth \$150,000 on her wedding day. For two years after Sam was born, Harry devoted every weekend to building a home on the land. Harry bought the building materials and supplies with checks from their joint bank account, spending \$100,000, and he personally did all the work on the home. After construction was completed in 2014, the improved property was valued at \$400,000.

Shortly after they moved into their new family home, Wendy had an affair with another man. When Harry discovered the affair, he promptly filed for and obtained a divorce. As part of their property settlement, the court awarded the home to Wendy. The court ordered joint custody of Sam based on an agreement between Harry and Wendy.

The property that Wendy inherited from her grandfather George was next to a property (the “Camp Property”) owned by Nathan and Oscar, who had a fishing camp on their property next to a lake that abuts both properties. Although the Camp Property abuts a public road, the portion closest to the public road is very boggy and has never had a road across it. George had been friendly with Nathan and Oscar. For 35 years, Nathan and Oscar have used a dirt roadway across George’s property to access their Camp Property and the lake. Although George saw Nathan and Oscar using the dirt roadway, he never discussed it with them.

Five years ago, Oscar moved out of town but still shares ownership of the Camp Property with Nathan. To capitalize on the lake’s popularity, Nathan spent \$50,000 to build two more fishing camps on the Camp Property, which he now leases to the public. Nathan did not tell Oscar anything about the two new camps. With the two new camps, the Camp Property’s value increased by \$150,000.

In preparing to develop a hair salon on a portion of the 10 acres, Wendy recently constructed a fence along the property line between her 10 acres and the Camp Property, precluding access to the Camp Property via the dirt road. Nathan demanded that Wendy remove the fence, but she refused.

TEST CONTINUES ON NEXT PAGE

Please answer the following five questions. These questions are not weighted equally. Explain each answer; an answer without an explanation will receive no credit.

- 1.1 Immediately before Harry filed for divorce, how, as separate or community property, should the home be classified? Explain fully. (15 points)**
- 1.2 What amounts, if any, is Harry entitled to for reimbursement relating to the home? Explain fully. (15 points)**
- 1.3 Harry recently accepted a new job in New York, so Wendy now wants sole custody of Sam. What are the governing standards for modifying custody, and which standard should the court apply here? Explain fully. (25 points)**
- 1.4 What rights, if any, does Wendy have to construct a fence on her property along the property boundary with Oscar and Nathan's Camp Property? Explain fully. (25 points)**
- 1.5 What rights or obligations, if any, does Oscar have with regard to the two new camps that Nathan built? Explain fully. (20 points)**

[End of Civil Code I Test]

**LOUISIANA STATE BAR EXAMINATION
CIVIL CODE I
AUGUST 2020**

QUESTION 1 (100 POINTS)

Hugh and Winter have always lived in Louisiana and were properly married 15 years ago. Before their wedding, Hugh and Winter signed an agreement providing that, in the event of a divorce, each spouse waived rights to both interim and final periodic support. At the same time, they also signed an agreement providing that they elected to opt out of Louisiana's community property regime. There were no witnesses at that time, but the agreements were properly acknowledged before a notary and two witnesses after their marriage.

Shortly after their marriage, Hugh and Winter had a child, Caroline. A few months after Caroline was born, Winter discovered that Hugh had been having an affair with his co-worker. Winter was devastated. Winter filed for divorce. She and Hugh could not agree on custody. After an evidentiary hearing considering all relevant factors, the court awarded joint custody naming Winter as domiciliary parent. Several years later, Hugh married a woman with a teenage son, who sexually abused Caroline. Winter discovered the abuse and now wants sole custody.

Winter's father Frank recently died, leaving her ownership of a shopping center property (which he had owned separately), subject to a lifetime usufruct in favor of her mother, Melanie. The shopping center property was accessed from the public highway via a roadway across a neighbor's property established pursuant to a written agreement signed by Frank and the neighboring property owner 20 years ago. The agreement was granted to "Frank as owner of the neighboring property, his heirs and assigns," but does not otherwise state whether it benefits any particular estate or person. The agreement requires the roadway be no wider than 20 feet, be constructed in a certain location, and be removed 50 years after the date of the agreement. The agreement was duly recorded in the parish conveyance records.

When leases of space in the shopping center expired shortly after Frank's death, Melanie entered into new leases with the tenants, without discussing the issue with Winter. The new leases expire "at Melanie's death." Winter does not want to be involved in ownership or operation of a shopping center, so she has entered into a contract to sell the shopping center property to a national real estate developer, who plans to tear it down and build a large warehouse store on the site.

TEST CONTINUES ON NEXT PAGE

Please answer the following five questions. These questions are not weighted equally. Explain each answer; an answer without an explanation will receive no credit.

- 1.1 Have Winter and Hugh properly opted out of:
(a) the community property regime?
(b) the obligation to pay interim spousal support?
(c) the obligation to pay final periodic spousal support?
Discuss. (25 points)**
- 1.2 What are the governing standards for modifying an award of custody, and which standard governs here? Discuss. (20 points)**
- 1.3 What are the nature and classification of the rights Frank acquired over the neighboring property under his agreement with his neighbor? Discuss. (25 points)**
- 1.4 What rights, if any, does Melanie have to enter into the new leases? Discuss. (15 points)**
- 1.5 Does Winter have the right to sell her interests in the shopping center property; and if so, what rights will the real estate developer acquire? Discuss. (15 points)**

[End of Civil Code I Test]

**LOUISIANA STATE BAR EXAMINATION
CIVIL CODE I
FEBRUARY 2020**

QUESTION 1 — 40 POINTS

Harrison and Willow were married in Louisiana 5 years ago. Before their wedding, they executed a written agreement specifying that, in the event of a divorce, each spouse fully and irrevocably waived any and all rights to both interim and final periodic support. Although they signed the document before their wedding, it was not acknowledged before a notary until after they returned from their honeymoon.

Willow had never been married before, but Harrison had married another woman in Nevada 10 years ago. Harrison and his first wife sought a divorce two years after their marriage, but unbeknownst to Harrison, the Nevada court never issued a judgment of divorce. A year after Harrison and Willow's wedding, Harrison's first wife contacted him because, in the course of her efforts to re-marry, she discovered that their lawyer had not filed the final documents necessary to obtain a divorce judgment. Harrison immediately contacted a Nevada lawyer, who promptly obtained a judgment of divorce. Although Harrison told Willow about the mix-up, they took no steps to re-new their vows. They remained together and now have a 3-year-old son, David.

Harrison is a successful engineer with a profitable engineering company, and Willow is a schoolteacher. Both are actively involved with David, although Willow handles most of the afterschool activities and doctor's appointments since Harrison usually works until 6:00 pm and Willow finishes work at 3:00 pm. David attends daycare at Willow's school.

Right after her wedding with Harrison, Willow, who comes from a wealthy family, had purchased a dilapidated historical property. Willow used \$250,000 from her pre-marriage savings account to buy the property. Using his own labor for the work, Harrison promptly renovated the property at a hard cost of \$300,000 which they borrowed from a bank at 5% annual interest. The couple moved into the home during renovations and has lived there since then. Immediately after the renovation, the home was worth \$1 million and is now worth \$1.5 million.

Four months ago, Harrison began to suspect that Willow had had an affair. Harrison confronted Willow about his suspicions, but Willow denied having an affair. Harrison could not get past his belief that Willow had been unfaithful, and he became increasingly despondent. Although Harrison continued to live with Willow despite his suspicions, he started staying out until the early morning and drinking heavily. When he would get drunk, he would often become aggressive and scream at Willow and their son. Last week, he struck Willow and David, leaving no marks on Willow but giving David a bruised cheek.

Harrison remains convinced Willow was unfaithful, and he cannot move past that and wants a divorce. Willow likewise wants a divorce given Harrison's inability to trust her and his recent drinking and physical abuse toward her and David.

Please answer the following five subquestions. The subquestions in Question 1 are not weighted equally. Explain each answer; an answer without an explanation will receive no credit.

- 1.1 Are Harrison and Willow legally married? Is either of them entitled to the civil effects of marriage? Discuss. (10 points)**
- 1.2 Assume Harrison and Willow were legally married. What are each spouse's options for divorce? What potential time delays, benefits and complications are associated with each option? Discuss. (7 points)**
- 1.3 Assume Harrison and Willow were legally married. How should the home be classified: as Willow's separate property or instead as the couple's community property? Is any party entitled to reimbursement at dissolution of the community; and if so, in what amount? Discuss. (10 points)**

- 1.4 Assume Harrison and Willow were legally married. Does the agreement to waive spousal support preclude either Harrison or Willow from receiving interim or final support? Discuss. (5 points)**
- 1.5 Assume Harrison and Willow were legally married. If Harrison and Willow cannot agree on custody for David, to whom should the court award custody? Discuss. (8 points)**

[End of Question 1]

**LOUISIANA STATE BAR EXAMINATION
CIVIL CODE I
FEBRUARY 2020**

QUESTION 2 — 40 POINTS

Arnold and Belinda were married 35 years ago and have two children, Chester and Danielle, who are now adults. A year after their wedding, Arnold and Belinda purchased a home on the corner of two streets: First Street, onto which the front of their home faced, and Elm Street, along which the side of their home and their back yard ran. Edward owned the home next door on First Street on the opposite side from Elm Street. Immediately after they purchased their home, Arnold and Belinda installed a fence along their property line between their house and Edward's. Unbeknownst to all of them, the fence was placed 4 feet into Edward's property, enclosing a 4-foot strip of Edward's property.

Arnold and Belinda were friendly with Edward, and 20 years ago, they signed an agreement giving Edward the right to use a 10-foot passage across the back of their property, entering via a gate from Elm Street because he could not access his backyard with any vehicles from First Street. The agreement specified that Arnold and Belinda "now grant Edward, as owner of the neighboring property for himself, his heirs and assigns, the right of ingress and egress for his RV from Elm Street to and from his backyard across the ten-foot strip marked on the attached plat"; the attached plat depicted the two properties, Elm and First Streets and this ten-foot strip across Arnold and Belinda's backyard. Edward sold his RV about 15 years ago, but has continued to use the route to store his motorcycle in his backyard.

Belinda filled their home with antiques that she had inherited as her separate property. Belinda died five years ago; she left all of her assets (including the antiques, which were valued at \$250,000 at her death) to Chester and Danielle, subject to a lifetime usufruct in favor of Arnold. Arnold then married a woman named Whitney. Arnold and Whitney decided to redecorate the entire home to a more modern décor and donated the antiques to a local charity. They also spent \$20,000 on replacing the old, damaged roof, \$50,000 on re-doing the bathrooms, \$15,000 for a new deck along the back of the home, \$10,000 for painting, and \$5,000 for miscellaneous carpentry work, for a total of \$100,000. Whitney mentioned her and Arnold's renovation plans to Chester, who did not object, but said nothing to Danielle. Shortly after finishing the renovation, Danielle came to visit and was shocked to see the antiques gone.

Edward recently sold his home, along with any and all servitudes or rights of way, to Fiona. During the survey for the sale, Edward and Fiona discovered that Arnold's fence enclosed a 4-foot strip of his property along the side of the house and she demanded that Arnold move the fence. Fiona also wants to park her car behind the house, but Arnold has installed a new fence that blocks access so that he and Whitney could install a pool in that location as part of Whitney's renovation plan. Fiona has demanded access through Arnold's backyard so that she could reach her backyard from Elm Street.

Please answer the following five subquestions. The subquestions in Question 2 are not weighted equally. Explain each answer; an answer without an explanation will receive no credit.

- 2.1 What are the nature and classification of the rights Edward acquired under the agreement from Arnold and Belinda? Discuss. (9 points)**
- 2.2 What rights, if any, does Fiona have to use the 10-foot passage to reach her backyard to park her car there? Discuss. (10 points)**
- 2.3 Who now owns the 4-foot strip of land fenced across Edward's original property? (5 points)**
- 2.4 Did Arnold have the right to donate the antiques? What rights, if any, do Chester and Danielle have with regard to the antiques? Discuss. (8 points)**
- 2.5 What amounts, if any, spent on the various work for the home (the roof replacement, the bathroom work, the new deck, the painting, and the carpentry work) is Arnold entitled to recover from Chester and Danielle? Discuss. (8 points)**

[End of Question 2]

TEST CONTINUES ON NEXT PAGE

**LOUISIANA STATE BAR EXAM
CIVIL CODE I
FEBRUARY 2020**

**QUESTION 3
(20 points)**

The following subject matters were tested in this multiple choice section:

Child custody; burdens of proof
Classification of moveable v. immovable
Co-ownership; partition
Filiation
Full and limited interdiction
Immovables/movables
Parental authority
Presumption of paternity of the husband
Spousal support; final v. interim
Rights of a good faith possessor of land

[End of Question 3]

END OF CIVIL CODE I TEST

**LOUISIANA STATE BAR EXAMINATION
CIVIL CODE I
JULY 2019**

QUESTION 1 – 40 POINTS

Allison and Billy dated for several years. When their relationship ended, Allison dated Christopher for a few months. Allison and Billy decided to get back together and quickly decided to marry. In late December 2007, they were validly married in Louisiana, but before their wedding, they sought to opt out of Louisiana's community property regime and waive support. A lawyer prepared a separation of property regime agreement and a second agreement providing that, in the event of a divorce, each spouse fully and irrevocably waived any rights to both interim and final periodic support. Allison and Billy did not sign the documents before the wedding, but executed them in authentic form upon return from the honeymoon.

After the wedding, Allison inherited \$200,000. She used \$100,000 to pay off a loan and deposited the remaining \$100,000 into a rarely used bank account that she shared with Billy. Allison and Billy bought a 2-acre lakefront lot for \$100,000, using the funds from the rarely used bank account. Billy, who worked as president of a residential construction company, built a 4-bedroom house at a cost of \$100,000, which they borrowed from the local bank. Had Billy not done the work, they would have spent another \$100,000 on labor. The home is now valued at \$500,000.

Unbeknownst to Billy, when they got married, Allison was pregnant with Christopher's child from a sexual encounter they had one week before the wedding. In September 2008, Allison gave birth to that child, David, without ever suggesting to anyone that David was possibly the biological child of Christopher. Billy was listed on, and signed, David's birth certificate. Two years later, Allison and Billy had another child, Ethan.

Billy's income was the primary family income, although Allison occasionally worked as a high school substitute teacher. Both Allison and Billy were actively involved with the boys, though Allison carried more responsibility for doctors' appointments, after-school activities, school conferences and general childcare duties. Billy coached their baseball teams, which entailed two evenings of practice and Saturday games.

Two months ago, David was seriously injured. When Allison and Billy went to donate blood for him, they learned that David's blood type made it very doubtful for Billy to be David's biological parent. Billy suspected that Allison had been unfaithful and demanded a paternity test, which confirmed that Allison was David's biological mother but Billy was not his biological father. Billy was so upset that he hit Allison and left her with a black eye. Billy had not hit Allison or their sons ever before. He then went to a hotel.

After Billy left, Allison was distraught and contacted Christopher to tell him that her son David, now 10 years old, was his biological son. Christopher came to comfort Allison, and they had sexual relations that night. Allison has not had any further contact with Christopher. But Christopher did undergo genetic testing, which confirmed that he is David's biological father.

A few weeks later, Allison went to the hotel to ask Billy to return home. Billy said he wanted to think more about it, but he and Allison did have sex that night before Allison left.

Please answer the six subquestions which follow on the next page. The subquestions in Question 1 are not weighted equally. Explain each answer; an answer without an explanation will receive no credit.

TEST CONTINUES ON NEXT PAGE

- 1.1. What are each spouse's options for divorce? What potential time delays, benefits and complications are associated with each option? Discuss. (10 points)
- 1.2. Is Allison entitled to interim and/or final spousal support? Discuss. (5 points)
- 1.3. Have Allison and Billy opted out of Louisiana's community property regime? Discuss. (5 points)
- 1.4. *Assume solely for this question 1.4. that Allison and Billy did not execute any marital agreement and are seeking to obtain a divorce from each other. As part of their divorce proceedings, to whom should the Lake House be awarded, and is either spouse entitled to any payments from the other relating to the Lake House? Discuss. (10 points)*
- 1.5. Can Billy now timely sue to disavow David? Discuss. (2 points)
- 1.6. If Billy does not sue to disavow David, can Christopher now timely sue to establish paternity of David? Discuss. (2 points)
- 1.7. *Assume solely for this question 1.7. that Billy has chosen not to disavow David. If Allison and Billy cannot agree on custody, to whom should the court award custody? Discuss. (6 points)*

[End of Question 1]

TEST CONTINUES ON NEXT PAGE

**LOUISIANA STATE BAR EXAMINATION
CIVIL CODE I
JULY 2019**

QUESTION 2 — 40 POINTS

In 1987, Andy and Abby Armstrong acquired 20 acres in north Louisiana; the property is rectangular in shape and bounded by a lake on the north, the Homer property on the south, a public road on the east, and a stream on the west. When the Armstrongs fenced in their property on the south shortly after their acquisition, they inadvertently fenced in a 20-foot strip of the Homer's land. The Homers, who lived out of state and rarely visited, never discussed the fence with the Armstrongs.

Just after they bought their property, the Armstrongs gave their friend Gordon permission to build a fishing camp on the northwest portion of the property and to use that land for his fishing camp "for as long as we own the property." Gordon fenced a portion of the land, built his camp on a concrete slab, with four walls, a roof, plumbing and electricity. He has enjoyed using his camp and fishing in the lake for thirty years.

Louisiana Pipeline approached the Armstrongs and asked to run a pipeline beneath a gravel road running east-west across their property. In 1997, Andy executed an agreement allowing Louisiana Pipeline, and its successors or assigns, to build and operate a pipeline beneath the gravel road. The agreement does not state whether it benefits any particular estate or person, contains no description of any land other than the Armstrongs' property, and requires that the pipeline be buried at least five feet beneath the ground and must be removed at expiration of the 50-year term. The agreement was recorded in the parish conveyance records.

About five years ago, the Armstrongs donated the two westernmost portions of their land to their only children, Bonnie and Carol, transferring those parcels "together with all rights of prescription, whether acquisitive or liberative, to which said vendor may be entitled." Bonnie built a beautiful home on her property, which she shared with her son Edward. Carol was still in school, so she did not develop her property. Carol did, however, sell the portion of her property south of the gravel road to her cousin Donald; she used the same transfer language as in the deed from her parents. Although the transfer documents disclose the Louisiana Pipeline agreement, none mentions the gravel road, which runs north of Donald's property, through Carol and Bonnie's parcels, and then through the Armstrongs' remaining land. However, everyone continued to use the road after the transfers because it provided the only access from the public road east of the Armstrongs' property to each of their parcels.

Last year, Bonnie married Fred, whom her college-aged son Edward did not like at all. When Bonnie died last year, she left her property to her son Edward, subject to a lifetime usufruct in favor of Fred. Fred demanded that Edward not return to the house, after which Fred spent \$50,000 on renovations to convert the 4-bedroom home into a 2-bedroom home. Fred demanded that Edward pay the \$50,000 for renovations.

Carol now plans to develop a lakefront home on her property, but Gordon's fishing camp is in the way. Sixty days ago, Carol sent Gordon a letter, via certified mail, demanding that Gordon remove the fishing camp from her property.

Please answer the seven subquestions which follow on the next page. The subquestions in Question 2 are not weighted equally. Explain each answer; an answer without an explanation will receive no credit.

TEST CONTINUES ON NEXT PAGE

- 2.1. What is the nature of Louisiana Pipeline's rights over the property? Discuss. (9 points)
- 2.2. Is the portion of the pipeline under the Armstrongs' property considered a movable or an immovable, and who owns it? Discuss. (5 points)
- 2.3. What rights, if any, do Bonnie, Carol and Donald have over the gravel roadway? Discuss. (7 points)
- 2.4. Who owns the 20-foot strip of land at the border of the Armstrong and Homer property? Discuss. (5 points)
- 2.5. What respective rights, if any, do Gordon and Carol have with regard to the fishing camp now that she has demanded its removal? Discuss. (8 points)
- 2.6. What rights, if any, does Fred have to prevent Edward from accessing the house? Discuss. (2 points)
- 2.7. What rights, if any, does Fred have to demand reimbursement for the renovations from Edward? Discuss. (4 points)

[End of Question 2]

TEST CONTINUES ON NEXT PAGE

**LOUISIANA STATE BAR EXAMINATION
CIVIL CODE I
JULY 2019**

QUESTION 3 – 20 POINTS

For each of the following ten multiple choice items, select the letter that corresponds to the correct answer.

- 3.1. Usufruct
- 3.2. Community property
- 3.3. Building restrictions
- 3.4. Parental authority
- 3.5. Conflicts of law
- 3.6. Absent persons
- 3.7. Immovables/movables
- 3.8. Dividends of stock subject to usufruct
- 3.9. Co-ownership
- 3.10. Legal impediments/nullity

[End of Question 3]

END OF CIVIL CODE I TEST

**LOUISIANA STATE BAR EXAMINATION
CIVIL CODE I
FEBRUARY 2019**

QUESTION 1 — 40 POINTS

Alice, an advertising manager, and Brian, a hospitality manager, met at Mardi Gras ten years ago. They decided to marry and wanted a Mardi Gras wedding in the French Quarter. They asked a friend who was an ordained minister to perform the ceremony. On Mardi Gras day, after drinking heavily for hours, Alice and Brian were married at a ceremony performed by their friend with a few others in attendance. The next day, Brian asked to watch video of the wedding because he had no recollection of the ceremony.

Shortly before the wedding, Alice's parents purchased an empty lot down the block from the home her parents owned in New Orleans. After the wedding, Alice's parents donated the lot to Alice to build a home near them. Alice and Brian were thrilled, so they obtained a \$200,000 bank loan to fund the construction of a home on the land. After ten months, Alice and Brian moved in to their new home just before their first child was born. Three years later, they had another child.

Alice and Brian continued to live in New Orleans. Although they both worked, Alice handled the majority of the childcare duties. She dropped off and picked up the kids from daycare, primarily handled doctors' visits, and usually read to them at night before putting them to bed. Brian was an involved parent, recently coaching their older child's soccer team. Alice's parents regularly babysat and assisted in childcare duties.

Brian was offered a huge promotion, which entailed a move to Shreveport. While discussing the pros and cons of a move, Brian discovered that Alice had been having an affair with a co-worker for almost a year. Brian was devastated and demanded that Alice move out of the house and stay with her parents. After a few days, Brian told Alice that he was willing to forgive her if she quit her job and moved their family to Shreveport. He also presented Alice with a written agreement that, in the event of a divorce, each spouse fully and irrevocably waived any and all rights to both interim and final periodic support. They signed the agreement before a notary and two witnesses, and then they all moved to Shreveport.

Alice and Brian sold the New Orleans home for \$450,000. They purchased a new home in Shreveport for \$500,000, using the proceeds from the New Orleans home sale plus an additional \$50,000 loan to fund the new purchase.

Alice did not find a job in Shreveport, but tried to make the best of the move. She became even more active with the children. But the damage to the marriage from Alice's affair was irreparable. Whenever Alice went anywhere, Brian would interrogate her upon her return home. He regularly accused her of having new affairs even though she had not been unfaithful again. Brian started drinking heavily and was less active in the children's lives. He started to physically strike Alice during heated arguments. He also developed a serious gambling problem, resulting in a \$60,000 debt.

After a year in Shreveport, Alice left Brian, took the kids back to New Orleans, moved in with her parents, and got her advertising job back.

Please answer the six subquestions which follow on the next page. The subquestions in Question 1 are not weighted equally. Explain each answer; an answer without an explanation will receive no credit.

TEST CONTINUES ON NEXT PAGE

1.1. Are Alice and Brian legally married? Explain fully. (5 points)

For subquestions 1.2.-1.6. below, assume that neither Alice nor Bob had been drinking on Mardi Gras day before the wedding ceremony.

1.2. A. What are each spouse's options for divorce?

B. What potential time delays, benefits and complications are associated with each option? Explain fully. (10 points)

1.3. Is either Alice or Brian entitled to interim and/or final spousal support? Explain fully. (5 points)

1.4. How should the home in Shreveport be classified: as Alice's separate property or instead as the couple's community property? Explain fully. (10 points)

1.5. How should the \$60,000 gambling debt be classified: as Brian's separate obligation or instead as the couple's community obligation? Explain fully. (5 points)

1.6. If Alice and Brian cannot agree on custody for the two children, to whom should the court award custody? Explain fully. (5 points)

[End of Question 1]

TEST CONTINUES ON NEXT PAGE