

**LOUISIANA STATE BAR EXAMINATION
CIVIL CODE I
FEBRUARY 2025**

QUESTION 1 (40 POINTS)

Andy and Belinda were engaged and were preparing to have a large wedding. They had obtained their marriage license two days before and went out to dinner to celebrate their impending nuptials in a few weeks. During the dinner, Belinda had too much to drink and started to breakdown crying because of all of the pressure caused by planning the wedding. Andy and Belinda then decided to elope and found an all-night wedding chapel in New Orleans. Although Belinda was visibly intoxicated and slurring her words, the marriage officiant was a licensed minister who performed the marriage ceremony before two random witnesses. Everyone signed the marriage license.

The next day, Belinda was severely hungover and did not remember the night before. When Andy told her that they had been married before a justice of the peace, she was happy with the decision because it took off the pressure of a big wedding. She informed her parents that she and Andy were married, so there was no need for a formal wedding. Instead, she just wanted to start her life with Andy as husband and wife. They decided to have a big party to announce their marriage instead of the planned wedding reception.

On the morning of the party, Andy and Belinda signed two agreements: one provided that, in the event of a divorce, each spouse fully and irrevocably waived any and all rights to both interim and final periodic support; the other provided that each spouse opted out of the matrimonial regime. These agreements were prepared by an attorney and were signed before a notary and two witnesses. After the party, they began to live together as husband and wife.

Andy was the sole earner in the family. Two years after the marriage, Andy and Belinda had a baby, Carl, and Belinda stayed home to raise Carl. When Carl was two years old, Belinda enrolled him in daycare because she wanted to start a career. Andy spent \$50,000 to send her to art school. After art school, Belinda started to paint. They were all her own original works, and she signed each one. Over time, Belinda began to sell her paintings and became more and more successful, such that after a few years she was selling paintings for \$10,000 each, which allowed her to contribute towards household expenses. Andy had no involvement in the creation or selling of these paintings.

When Carl was eight years old, Andy was laid off from his job and became depressed. He started drinking excessively and taking drugs.

Because of this, Andy's relationship with Belinda also suffered and they had frequent verbal arguments. During one of their arguments, Belinda told Andy that she had had sex with an ex-boyfriend the week before they went to the wedding chapel because she was unsure she actually wanted to go through with the wedding and that she now wished she had not married Andy. Andy was devastated by this news and sank further into depression.

One night shortly thereafter, Andy was driving under the influence of alcohol and drugs with Carl in the car and hit a pedestrian. He was arrested and convicted of felony first degree vehicular negligent injuring, and was sentenced to serve six months hard labor. After Andy served his sentence and was released, Belinda initially refused to let him return home.

However, a month later, after Andy swore to Belinda that he would get sober, she agreed to let him move back in. For the first few months, Andy remained sober and he and Belinda started to mend their relationship, including periodic sexual relations. But six months after he moved back in, Belinda smelled alcohol on Andy's breath and told him to leave the house. He did because he no longer had any desire to make the marriage work as he could not get past Belinda's confession that she had sex with her ex-boyfriend before their marriage.

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At the time Belinda allowed Andy to move back in, she had sold a number of her paintings for \$150,000, but did not tell Andy. She put the funds in a separate bank account that she opened immediately after the sales in her name alone. She wanted to keep those funds for herself considering the uncertainty of her relationship with Andy. To date, she has not touched these funds or used the account for any other purpose.

Belinda waited to see if Andy would work on his sobriety. He did not, and they have been living separate and apart for the last nine months. Belinda has told Andy that she wants a divorce. Andy, who is now unemployed, wants to seek both interim and final spousal support. He also found out about the sales of the paintings and the bank account and claims an interest in any paintings made by Belinda and any funds derived therefrom.

Answer the following six 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 Andy and Belinda legally married? Explain fully. (5 points)

For the remaining subquestions in Question 1, assume that Andy and Belinda were legally married at the wedding chapel.

1.2 What are each spouse's options for divorce? What potential time delays, benefits and complications are associated with each option? Explain fully. (10 points)

1.3 Did Andy and Belinda validly waive their right to interim spousal support through the agreements? Did they validly waive their right to final spousal support through the agreements? Explain fully. (5 points)

1.4 Have Andy and Belinda opted out of Louisiana's community property regime? Explain fully. (5 points)

For purposes of subquestions 1.5 and 1.6 only, assume that Andy and Belinda have NOT opted out of a community property regime.

1.5 Is Andy entitled to any interest in the earnings from Belinda's paintings? Explain fully. (5 points)

1.6 How would the \$50,000 in expenses incurred for Belinda to go to art school be classified? Does Andy have a viable claim against Belinda for this amount? Explain fully. (10 points)

[End of Question 1]

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QUESTION 2 (40 POINTS)

By a valid act of sale 40 years ago, Alfred acquired 40 acres of land in a square shape as his separate property. Alfred's property was bounded by a large lake to the north, a paved public highway road to the south, his neighbor Will to the west and a second paved public road to the east. There was a dirt road extending from the southern highway to the lake on Alfred's property near the western border of the property.

Soon after Alfred bought his lot, Barbara bought the lot on the other side of the southern public road and wanted to plant a wheat field. Because her property did not have access to water, Barbara contacted Alfred immediately after she bought the land and asked to install an irrigation pipeline running from the lake across Alfred's property. Through a written Pipeline Agreement signed the next week, Alfred granted to "Barbara, as owner and operator of the wheat farm, the right to install and operate a pipeline on Alfred's property for transportation of water, provided that the pipeline be buried at least 4 feet below ground and installed alongside the existing dirt road but that the grantee shall not use the road after the pipeline is installed." Two days after it was signed, the Pipeline Agreement was properly recorded in the parish conveyance records and Barbara immediately built the pipeline as contemplated by the Pipeline Agreement between the westernmost edge of Alfred's property and the dirt road.

Will's property also had a dirt road that ran next to the easternmost edge of his property and was thus adjacent to Alfred's property and the pipeline. Two weeks after Barbara installed the pipeline on Alfred's property, she paved this dirt road on Will's property in less than a day without any permission from Will. Will complained about Barbara's going onto his property and paving his dirt road, but he liked having the paved road so never sought to have the paving removed.

About a month later, the pipeline developed a leak under Alfred's property. Barbara asked Alfred to reconsider the language in the Pipeline Agreement prohibiting further use by her of the dirt road on Alfred's property. Alfred acquiesced, granting a new Access Agreement for "Barbara, as owner and operator of the adjacent wheat farm, the right to use the dirt road on Alfred's property for the purposes of inspecting and maintaining" the same pipeline. This agreement was likewise properly recorded in the parish conveyance records a few days later.

Every few months thereafter, Barbara used the paved road on Will's property - rather than the dirt road on Alfred's property - to inspect or maintain the pipeline. From the beginning, Will knew that she used this road to access the pipeline and he had asked her and her employees a few times not to use the paved road since she could use the dirt road on Alfred's property. Despite these objections, Barbara and her employees never used the dirt road to inspect or maintain the pipeline, but instead they continued to use the paved road on Will's property whenever they wanted, and Will never took any action to stop it.

Meanwhile, Barbara consistently used the dirt road since the Access Agreement was executed to walk with her children and grandchildren to view the trees and access the lake for their personal enjoyment. In addition, about 8 years after the two agreements were executed, a potential buyer of the wheat farm inspected the pipeline and accessed it through the dirt road with Barbara's permission.

On the northeastern portion of Alfred's property on the lake abutting the public road to the east of the property was his family home. Two years ago, Alfred died. He left the property to his two adult sons, Charlie and Doug, as co-owners. Charlie wanted to demolish Alfred's family home as it had become dilapidated over the years and build a new home for his family. Without consulting with Doug, Charlie demolished Alfred's family home and built a new home in its place. Doug wanted to develop the property facing the public roads and build a restaurant because there were none nearby as the area was composed entirely of farmland and homes. Without discussing it with Charlie since Charlie never discussed the new home with him, Doug built a restaurant on the southeasternmost portion of the property on the corner where the two public roads met.

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Neither Doug nor Charlie was happy with the other's use of the property once the new home and the restaurant were built as Doug wanted to develop the land where the new home was located for businesses and Charlie did not like all the noise and traffic from the restaurant. Therefore, each wants the other to demolish the other's building.

Similarly, Will is unhappy with Barbara's use of the paved road on his property after a maintenance vehicle almost ran him over while he was walking his dog. Will wants Barbara to stop using his paved road.

Answer the following six 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 kind of servitude was granted to Barbara for the pipeline? Explain fully. (6 points)**
- 2.2 Who owns the pipeline across Alfred's property, and how is the pipeline classified (either movable or immovable property)? Explain fully. (6 points)**
- 2.3 Does Will have the right to stop Barbara from using the paved road on his property? Explain fully. (8 points)**
- 2.4 What rights, if any, does Barbara currently have under the Access Agreement to use the dirt road across Alfred's (now Charlie and Doug's) property? Explain fully. (8 points)**
- 2.5 Does Doug have the right to demand that Charlie demolish and remove Charlie's new house? Does Charlie have the right to demand that Doug demolish and remove Doug's restaurant? Explain fully. (8 points)**
- 2.6 *For purposes of this subquestion 2.6 only assume that neither the house nor the restaurant is demolished and removed.* What obligations, if any, does Doug owe to Charlie for Charlie's construction of the new home, and what obligations, if any, does Charlie owe to Doug for Doug's construction of the restaurant? Explain fully. (4 points)**

[End of Question 2]

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QUESTION 3 (20 POINTS)

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

- 3.1 Allocation of assets from divorce; one spouse's separate property used for the other spouse's separate property
- 3.2 Presumption of paternity of the husband
- 3.3 Immovables/movables
- 3.4 Absent persons; declarations of death
- 3.5 Parental authority
- 3.6 Acquisitive prescription
- 3.7 Rights and obligations of usufructuary and naked owner
- 3.8 Modification of Consent Custody Judgments
- 3.9 Venue for custody modification
- 3.10 Consumable and nonconsumable usufructs

[End of Question 3]

END OF CIVIL CODE I TEST

**LOUISIANA STATE BAR EXAMINATION
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JULY 2024**

QUESTION 1 (40 POINTS)

In August 2013, Harry and Wendy, who were both 35 years old, had been dating for a few months when Wendy learned that she was pregnant. Although they had not been discussing marriage before, they decided to get married because Wendy was pregnant. Therefore, they participated in a marriage ceremony in September 2013 before a licensed minister and two witnesses after obtaining a marriage license the week before the ceremony.

Harry had previously married Ellen in a spur of the moment decision the summer after high school. Although both were of legal age and the marriage was valid, Ellen's parents were furious and forbid them to be together. Ellen told Harry that her mother was a lawyer and that she was filing the necessary paperwork to annul their marriage. Although no petition for divorce was ever filed or a judgment of divorce issued, Harry was unsophisticated in the law and believed that he and Ellen were divorced. Harry never told Wendy about his marriage to Ellen before they had their marriage ceremony.

One month after the marriage ceremony between Harry and Wendy, Ellen called Harry upon learning that Harry had married Wendy. Ellen told Harry that her mother had never taken any steps to have them divorced. However, Harry and Ellen agreed at that time to petition for divorce, which they did. Harry received a judgment of divorce from Ellen in February 2014. Harry still did not tell Wendy about his marriage to Ellen at that time.

In March 2014, Wendy gave birth to Chris. Unbeknownst to Harry, Wendy had had sexual relations with Dave, her ex-boyfriend, around the time she became pregnant with Chris. After Chris was born, without Harry's knowledge, Wendy decided to have a paternity test to determine the identity of Chris's father. The paternity test confirmed that Harry was not Chris's father, but she did not tell Harry or Dave. Harry raised Chris as his own child.

Harry and Wendy's marriage was turbulent from the beginning as both decided that they had rushed into marriage. After Chris was born, Harry and Wendy routinely had arguments that kept escalating, eventually becoming physical. Both Harry and Wendy would shove each other and throw objects at each other. One night, Wendy threw a vase at Harry, hitting him in the head and knocking him down after Harry slapped her. Harry realized his and Wendy's physical abuse toward each other was escalating so he moved out of the house, living separately from Wendy for three months.

For the sake of Chris, Harry and Wendy decided to try marriage counseling and things were going well, even after Harry confessed to Wendy that he had previously been married to Ellen. Harry moved back into the house. Harry and Wendy then executed an authentic act re-affirming that they intended to be married, but did not have another marriage ceremony. Harry and Wendy began resuming sexual relations.

After Harry moved back home, Wendy inherited \$100,000 from her uncle. She had previously opened a joint savings account with Harry, which contained only \$500 at the time and was seldom used. She deposited her \$100,000 inheritance in that savings account. Two months later, Wendy used this \$100,000 to purchase, in her name, a lot near the beach. The account had no other activity during the time that the funds were deposited and then spent. Six months after the lot was purchased, Harry and Wendy took out a \$300,000 loan to build a beach house on the lot. After the beach house was finished, the lot with the beach house was worth \$500,000.

In April 2024, Harry and Wendy were having an argument about disciplining Chris, who was now ten years old. In the midst of the argument, Wendy told Harry that he was not Chris's father and then showed him the paternity test that she had kept hidden. Harry was devastated and left the house and has not returned since then.

Wendy, who had not spoken to Dave since she had been married, called him and told him that he was Chris's biological father.

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Answer the following seven 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 Harry and Wendy legally married? Explain fully. (4 points)**
- 1.2 For this subquestion 1.2 only, assume that Harry and Wendy are not legally married. Is either of them entitled to the civil effects of marriage? Explain fully. (5 points)**
- 1.3 Would an action for annulment in July 2024 still be timely if Harry or Wendy determined that their marriage was not legally valid? Explain fully. (3 points)**

FOR THE REMAINDER OF THE SUBQUESTIONS IN QUESTION 1, ASSUME THAT HARRY AND WENDY WERE LEGALLY MARRIED IN SEPTEMBER 2013 AND ALSO THAT HARRY AND ELLEN HAD NEVER MET.

- 1.4 What are each spouse's options for divorce in July 2024? What potential time delays, benefits and complications are associated with each option? Explain fully. (10 points)**
- 1.5 As part of their divorce proceedings, to whom should the beach house be awarded, and is either spouse entitled to any payments from the other relating to the beach house? Explain fully. (10 points)**
- 1.6 Can Harry now timely sue to disavow Chris? Explain fully. (4 points)**
- 1.7 If Harry does not sue to disavow Chris, can Dave now timely sue to establish paternity of Chris? Explain fully. (4 points)**

[End of Question 1]

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QUESTION 2 (40 POINTS)

PART A (20 POINTS)

By a valid act of sale 40 years ago, Adam acquired a 40-acre square shaped parcel of land in Louisiana as his separate property. Adam's property was bounded by a lake to the west, a paved public highway road to the east, his neighbor to the north and his neighbor to the south. Immediately after Adam purchased the property, he built a lakehouse in the southwestern corner of the property.

Adam was good friends with Steve, and they both were avid fisherman and outdoorsmen. Twenty-five years ago, Adam gave Steve permission by authentic act to build a fishing camp on the lake on the northwestern corner of the property and granted him use of the land for his fishing camp for a period of 25 years. The authentic act was properly recorded in the parish conveyance records. Steve built his fishing camp on a concrete slab, with four walls, a roof, plumbing, and electricity. Besides fishing, Steve would sometimes sleep at the camp as he had a bed there.

Twenty years ago, Adam married Brenda who became stepmother to his 19-year-old daughter, Christine. Fifteen years ago, Adam died. He left the property together with all rights of prescription, whether acquisitive or liberative, to Brenda and Christine as equal co-owners subject to a lifetime usufruct in favor of Brenda.

Recently, Steve's term to use the land under the fishing camp terminated. Both Brenda and Christine demanded that Steve remove the fishing camp.

In addition, a tornado ripped through the property and destroyed the lakehouse that Adam had built, although the remainder of the land remained untouched. Fortunately, there was property insurance that protected all interests related to the loss of the lakehouse and the insurance company is ready to issue payment for the loss of the lakehouse under the policy. Brenda claims that she is entitled to retain the insurance proceeds, but Christine disagrees. This dispute has caused considerable friction between Brenda and Christine, and neither wants the other to be involved with the property going forward.

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

- 2.1 (a) Is the fishing camp built by Steve an immovable or movable? Who owned it upon its construction? Explain fully. (4 points)**
- (b) What rights, if any, does Steve have with regard to the fishing camp now that Brenda and Christine have demanded its removal? Explain fully. (4 points)**
- (c) What rights, if any, do Brenda and Christine have with regard to the fishing camp and their demand for its removal? Explain fully. (4 points)**

(12 points total)

- 2.2 Who is entitled to the insurance proceeds from the destroyed lakehouse? What property, if any, does Brenda maintain a usufruct upon after the lakehouse was destroyed? Explain fully. (4 points)**
- 2.3 *For purposes of this subquestion 2.3 only, assume that Brenda continues to have a usufruct over the property.* What rights, if any, does Brenda have to partition the property? What rights, if any, does Christine have to partition the property? Explain fully. (4 points)**

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PART B (20 POINTS)

Forty (40) years ago, Reggie and his cousin Sara, who were both adults over the age of 18 years old, inherited a farm and farmhouse in Louisiana as equal co-owners.

Thirty-five (35) years ago, Reggie was in a serious motorcycle accident that rendered him paraplegic, mentally incompetent and unable to care for himself. Reggie's mother, Martha, devoted herself to caring for Reggie and had him live with her at her home away from the farm, although no formal curatorship was sought for Reggie while Martha was still alive.

Thirty-three (33) years ago, Sara obtained and duly recorded a Quitclaim Deed by which Martha on behalf of Reggie purported to sell Reggie's one-half interest in the farm to Sara. The Quitclaim Deed identified Reggie as the seller and recited that Reggie was "a single man over the age of twenty-one years, represented by the undersigned as his duly authorized representative." Martha signed the Quitclaim Deed on Reggie's behalf, but no power of attorney or other evidence of authorization was referenced or attached to the Quitclaim Deed or otherwise recorded in the local parish conveyance records.

Thirty-two (32) years ago, Sara moved into the house on the farm and has lived there since then. She built a fence along the boundaries of the farm property to keep neighboring cattle off the property, has maintained the farm, grown crops on the farm and has paid all of the annual property taxes.

Martha died fifteen (15) years ago. Shortly thereafter, Reggie's other cousin Tracy filed a petition to have Reggie interdicted and obtained a judgment of interdiction appointing her as Reggie's curator and specifically referenced that Tracy had the right to make decisions as to Reggie's one-half interest in the farm. Tracy has served as Reggie's curator for 15 years and now wants to sell Reggie's interest in the farm to generate some additional cash to pay for his medical treatment. When Tracy approached Sara to see if Sara would be interested in buying Reggie's one-half interest, Sara said that she (Sara) already owned all of the farm; Sara gave Tracy a copy of the Quitclaim Deed, about which Tracy was previously unaware.

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

2.4 Did the Quitclaim Deed validly transfer Reggie's one-half interest in the farm to Sara? Explain fully. (4 points)

FOR QUESTION 2.5, ASSUME THAT THE QUITCLAIM DEED WAS INVALID.

2.5 (a) What legal action, if any, may Tracy take to protect Reggie's interest in the farm? Explain fully. (4 points)

(b) May Sara properly assert any claim to ownership of Reggie's initial interest in the farm based on Sara's possession of the farm, and is she likely to succeed? Explain fully. (12 points)

(16 points total)

[End of Question 2]

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QUESTION 3 (20 POINTS)

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

- 3.1 Boundaries
- 3.2 Acquisitive prescription
- 3.3 Management and disposition of community property
- 3.4 Moveables by anticipation
- 3.5 Co-ownership
- 3.6 Building restrictions
- 3.7 Child support modification
- 3.8 Conflicts of law
- 3.9 Interdiction
- 3.10 Child custody; burden of proof

[End of Question 3]

END OF CIVIL CODE I TEST

**LOUISIANA STATE BAR EXAMINATION
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QUESTION 1 (40 POINTS)

While Alfred and Brooke were dating for several years, they had a tumultuous relationship because of Alfred's substance abuse problem, which made it difficult for him to maintain gainful employment and also caused numerous fights between them. Despite this, Alfred and Brooke decided to get married.

Because of Alfred's substance abuse problem, Brooke's family was concerned that he would bankrupt her. Therefore, before the marriage, Brooke's family had her and Alfred draw up an agreement in which each spouse opted out of the matrimonial regime. Before the wedding, Alfred and Brooke signed the agreement before two witnesses, but not a notary. After the wedding, Brooke gave a copy of the agreement to her mother, who asked Brooke to have her and Alfred duly acknowledge the agreement before a notary and two witnesses, which they did.

Even though Alfred continued to have substance abuse problems, Brooke and Alfred had a child, Charlie. Alfred still was not gainfully employed, which required Brooke to support him and Charlie. To help her, Brooke's father bought a residential property for Brooke, Alfred, and Charlie to live in and formally donated the property to Brooke through an authentic act. The property at the time it was donated was worth about \$200,000. Because the property needed repairs, Alfred, who was a skilled craftsman, spent about six months personally renovating the property. Brooke's father made a valid act of donation to Brooke for \$30,000 cash to cover the costs of the renovations. When the renovations were complete, the property was worth \$300,000.

Alfred then was able to obtain gainful employment. However, to support his substance abuse problem, Alfred started embezzling from his employer.

Because of his substance abuse issues, Alfred was also never actively involved as a parent to Charlie. Even when Alfred was not working, Brooke had to place Charlie in daycare so she could work. As Charlie grew older, Alfred did not attend any of Charlie's school events or extracurricular activities and did not generally show any interest in having a relationship with Charlie.

After several years, Alfred's employer discovered Alfred's embezzlement of over \$50,000 and fired him. When Alfred came home and told Brooke, she told him that he was a lousy husband and a lousy father and that her parents were right that she never should have married him. Alfred became angry and struck Brooke and gave her a black eye. Brooke did not call the police or otherwise press charges against Alfred. But the next day, which was five months ago, Brooke told Alfred to pack his bags and leave. Alfred did so and never moved back into the home.

Over the next three months, Alfred would come over to the house, and he and Brooke would occasionally talk and engage in sexual relations. However, Brooke could never move past the fact that he hit her.

Meanwhile, Alfred's employer pressed criminal charges against him. A month ago, Alfred pleaded guilty to the crime of embezzlement and was sentenced to two years in prison at hard labor. As soon as Alfred was convicted, Brooke stopped seeing Alfred and decided to seek a divorce.

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 What are Brooke's options for divorce? What potential time delays, benefits, and complications are associated with each option? Explain fully. (10 points)**
- 1.2 Have Brooke and Alfred opted out of Louisiana's community property regime? Explain fully. (5 points)**

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For Questions 1.3 and 1.4 only, assume that Alfred and Brooke never signed any agreement to opt out of the community property regime.

- 1.3** **How should the family home be classified: as Brooke's separate property or instead as the couple's community property? Explain fully. (4 points)**
- 1.4** *For this Question 1.4 only, also assume that the home is Brooke's separate property. What, if anything, is Alfred entitled to in reimbursement relating to the home? Explain fully. (6 points)*
- 1.5** *For this Question 1.5 only, assume that Alfred has been released from prison, has obtained treatment for his substance abuse, has been clean and sober for the past 3 years, has gainful employment and a safe home living with his parents in the same neighborhood as Brooke and wants to establish a closer relationship with Charlie, who is now eight years old. Also, assume that the parties did not obtain a custody order before now. Alfred is seeking joint custody. But Brooke wants sole custody as she thinks that, despite these changes, Alfred will never be able to care for Charlie and that any relationship Charlie has with Alfred will only hurt Charlie. To whom should the court award custody? Explain fully each factor the court may consider and whether the factor favors Brooke, Alfred, or is neutral. (15 points)*

[End of Question 1]

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QUESTION 2 (40 POINTS)

Long ago, Alex acquired a four-acre property, which borders a lake on the north, a public highway to the south, and property owned by other landowners to the east and west. In early 2003, Alex sold the two northernmost acres abutting the lake in an Act of Sale to Bill, who planned to use it to build a warehouse. The Act of Sale was silent about how Bill could access the public highway. Immediately after the sale to Bill, however, Alex built a primitive dirt road fifteen feet wide along the eastern edge of the property from the boundary line with Bill's property to the public highway.

Once the dirt road was built, Alex and Bill signed a duly acknowledged Road Agreement, in which Alex granted "Bill, as owner of the neighboring property, his successors, and assigns the right to use a road on Alex's property so they can access the warehouse he plans to build." The Act of Sale and the Road Agreement were both properly recorded in the parish conveyance records. Bill then built his warehouse by the end of 2003 and continually used the dirt road to access the warehouse.

Immediately after Bill had acquired his two acres, he put up a fence along the boundary between his land and Alex's land. However, Bill inadvertently placed the fence onto Alex's remaining property so that two feet of the northernmost portion of Alex's remaining property was separated from the rest of Alex's property by Bill's fence. Alex was aware of the fence, but never had any discussions with Bill about the location of the fence. In the warehouse, Bill kept his vintage automobile collection and an extensive wine collection, all of which he accumulated before marrying Candace, his second wife. The automobiles and wine both continued to increase in value as time passed.

In 2010, Bill died. In his will, he left to his son Doug from his first marriage, all of his immovable and movable property "together with all rights of prescription, whether acquisitive or liberative, to which said beneficiary may be entitled" with a lifetime usufruct in favor of Candace. After Bill died, Candace and Doug continued to use the property as Bill had used it before, including the dirt road.

As the years passed, Candace got tired of maintaining the warehouse and wanted to use the property for something else, like a lake house. Therefore, she began to drink the wine in the wine collection and to donate the vintage automobiles to some of her favorite charities to use as auction items. As soon as Doug learned that Candace was doing this, he demanded that she stop.

More recently, Alex wanted to lease the eastern half of his remaining property to a fast-food company, Burger Barn, who wants to build a restaurant. Burger Barn needs the entire property, including the easternmost strip where the dirt road is located, to build the restaurant and accompanying drive-thru. If Burger Barn cannot use the land where the dirt road is located for its restaurant, it will not enter into the lease with Alex.

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

- 2.1 Who owns the two-foot strip immediately to the north of the fence constructed by Bill? Explain fully. (8 points)**
- 2.2 What kind of servitude regarding the dirt road did the Road Agreement grant to Bill? Explain fully. (8 points)**
- 2.3 For this Question 2.3, assume that there had never been any Road Agreement. Upon Bill's death, would Candace have been able to use the dirt road? Explain fully whether Candace would have been required to compensate Alex for her to use the dirt road. (8 points)**

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- 2.4** *For this Question 2.4, assume that there had never been any Road Agreement.* Does Alex have the right to relocate the dirt road so he can lease the property to Burger Barn? Explain fully. (6 points)
- 2.5** Was Candace entitled to drink the wine? Was she entitled to donate the cars? Explain both fully. (5 points)
- 2.6** What rights or remedies, if any, does Doug have against Candace related to the wine and the vehicles? Explain fully. (5 points)

[End of Question 2]

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QUESTION 3 (20 POINTS)

Each of the following ten multiple choice items counts for 2 points. Select the letter that corresponds to the correct answer.

- 3.1 Community property
- 3.2 Termination of spousal support
- 3.3 Prescription for nonuse
- 3.4 Disavowal of paternity
- 3.5 Classification of property; movable versus immovable
- 3.6 Payment for improvements by a usufructuary
- 3.7 Legal impediments/nullity
- 3.8 Absent persons
- 3.9 Co-ownership; substantial alterations and improvements
- 3.10 Classification of property

[End of Question 3]

END OF CIVIL CODE I TEST

**LOUISIANA STATE BAR EXAMINATION
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JULY 2023**

QUESTION 1 (40 POINTS)

After dating for several years, Alison and Billy decided to take a break from dating. In December 2016, during this break, Alison had sexual relations with her old boyfriend Chris, which led to her becoming pregnant with Chris's child. Almost immediately after having sex with Chris, Alison realized that she wanted to be with Billy, and they started dating again. Alison never told Billy about her relationship with Chris during the breakup.

In January 2017, one week after Alison and Billy got back together, on a night when Billy was heavily drinking, Alison and Billy decided to get married on the spur of the moment. They visited a friend who was a validly licensed minister, who performed the marriage ceremony with a few friends serving as witnesses. When he woke up the next day, Billy did not remember getting married even after Alison and their friends told him about it. Nonetheless, he was still happy with the decision, and Alison and Billy began living together as husband and wife.

Soon after the wedding ceremony, Billy presented Alison with two proposed agreements: one that provided that, in the event of a divorce, each spouse fully and irrevocably waived any and all rights to both interim and final periodic support; and one that provided that each spouse opted out of the community property regime. Billy and Alison then signed both agreements before a notary and two witnesses.

In September 2017, approximately eight months after the wedding ceremony, Alison gave birth to a son, Sam. She had still not told Billy about her relationship with Chris, and Billy raised Sam as his own child. However, Alison secretly conducted a paternity test using Billy's hair sample without his knowledge; the test confirmed that Billy was not Sam's father.

In 2018, Alison inherited \$100,000 from her aunt. Because Billy was unemployed at the time, she put this inheritance into a joint banking account with Billy. This account held all of their funds, including her paychecks, his unemployment checks, and then his paychecks when he later found a new job. They used the funds in this bank account for their general living expenses.

In 2019, Alison and Billy had a daughter, Darla. Billy is Darla's biological father.

In September 2022, five years after Sam was born, Billy was looking through paperwork on Alison's desk, where he found the paternity test results. Billy confronted Alison about it, and she confessed that she had had sex with Chris right before the marriage ceremony and that Sam was Chris's child.

Billy was upset and distraught by this news, but nonetheless stayed in the family home. One night in March 2023, he went out drinking and met Gretchen at a bar. Thinking that Alison was staying over with Sam and Darla at her mother's house, Billy brought Gretchen home. When Alison returned home unexpectedly, she saw Billy and Gretchen engaged in sexual relations.

Alison and Billy spent the next three weeks discussing their relationship and engaged in sexual relations on a couple of occasions. After those three weeks, Alison and Billy both decided that they could not remain married with such significant trust issues. In April 2023, Billy moved out of the house. He and Alison have been living separate and apart since then. As of today, there is \$50,000 in their joint checking account.

Please answer the following seven 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 Alison and Billy legally married? Explain. (5 points)

TEST CONTINUES ON NEXT PAGE

Assume for Questions 1.2-1.7 that Alison and Billy are legally married.

- 1.2** What are each spouse's options for divorce? What potential time delays, benefits and complications are associated with each option? Explain. (10 points)
- 1.3** Did Billy and Alison validly waive their right to interim and/or final spousal support through the agreements? Explain. (5 points)
- 1.4** *Assume solely for this Question 1.4* that neither Alison nor Billy signed any agreement relating to interim or final spousal support. If Billy seeks both types of support from Alison, is there any other basis for Alison to challenge an award of interim and/or final spousal support in favor of Billy other than lack of need? Explain. (4 points)
- 1.5** Have Alison and Billy validly opted out of Louisiana's community property regime? Explain. (5 points)
- 1.6** *Assume solely for this Question 1.6* that Alison and Billy did not opt out of the community property regime. Is any portion of the \$50,000 in the joint checking account Alison's separate property? Explain. (8 points)
- 1.7** *Assume solely for this Question 1.7* that earlier today (in July 2023) Billy filed an action to disavow paternity of Sam. Is that action timely? Explain. (3 points)

[End of Question 1]

TEST CONTINUES ON NEXT PAGE

**LOUISIANA STATE BAR EXAMINATION
CIVIL CODE I
JULY 2023**

QUESTION 2 (40 POINTS)

By a valid act of sale 40 years ago, Alex acquired 40 acres of land in a square shape as his separate property. Alex's property was bounded by a non-navigable river to the north, a paved public highway road to the south, his neighbor Wendy to the west and his neighbor Eve to the east. In the middle of Alex's property, there was a paved road that ran from the public highway to the river; Alex used this paved road to access his property.

Five years after Alex acquired the property, he sold the 10-acre northeastern square portion of the property abutting the river and Eve's property to his friend Peter. A week later, Peter put up a fence around his portion of the property. Although this fence was placed along the boundary between Peter's 10 acres and Alex's remaining 30 acres, Peter inadvertently placed the eastern portion of the fence on Eve's property so that the ten feet of the westernmost portion of Eve's property that abutted Peter's property was enclosed within Peter's fence. Peter used the paved road (which was immediately west of his fence separating his and Alex's property) to access his property from the public highway. Peter never discussed this with Alex, although Alex knew that he was using the paved road.

Ten years after Alex acquired the property, he also leased one acre on the northwesternmost side of the property to his fishing buddy Fred for \$1,000 per year pursuant to a written lease, which expressly allowed Fred to build a fishing camp on the leased property and to use an old dirt road that ran from this leased property southerly to the public road and also expressly provided that the lease was freely assignable. On the leased property, Fred built a fishing camp on a concrete slab, with four walls, a roof, as well as plumbing and electricity (which were connected with Alex's permission).

Although the lease agreement allowed Fred to use this old dirt road, Fred wanted to have access to the paved road since it would place less wear and tear on his boat. The paved road was connected to the fishing camp by a gravel road that led west along the river. Through a duly acknowledged written agreement, Alex granted the right to access and use the paved and gravel roads for fifty (50) years "for the benefit of my friend and fishing buddy Fred for smoother access to the fishing camp." Both this access agreement and the lease agreement were properly recorded in the parish conveyance records promptly after they were signed, and Fred continually used the paved and gravel roads to access his fishing camp up to his death 15 years ago.

About 20 years ago, Peter sold his property to Donna "together with all rights of prescription, whether acquisitive or liberative, to which said vendor may be entitled," but it did not specifically reference the 10-foot strip of land enclosed by Peter's fence. Donna has remained the owner of this property ever since and also used the paved roadway. Recently, Alex and Donna had an argument after which Alex told her that she could no longer use the paved road to access her property.

As noted above, Fred died about 15 years ago. In his last will, he validly left everything in his estate (including all his rights and interests in the fishing camp, the lease and the access agreement) to his granddaughter Jenny. Although Jenny continued to pay the \$1,000 rent per year for the fishing camp lease in order to store her grandfather's belongings, she did not like to fish and did not like the outdoors in general. Thus, since Fred died, neither she nor anyone else has visited the fishing camp or the leased property, except for an initial visit upon Fred's death. Her only other use of the paved road since Fred's death was once to turn around on the public highway about 7 years ago when she got lost in the area (although she did not visit the fishing camp at that time).

When Jenny showed up at the property to remove her grandfather's belongings from the fishing camp last month, Alex told her that she could not use the paved and gravel roads to access the fishing camp and instead should use the old dirt road to access the fishing camp.

TEST CONTINUES ON NEXT PAGE

Please answer the following five subquestions. The subquestions in Question 2 are each worth eight (8) points. Explain each answer; an answer without an explanation will receive no credit.

- 2.1 Does Donna now own the ten (10) foot strip immediately to the west of the fence constructed by Peter? Explain. (8 points)**
- 2.2 Does Donna have the right to continue to use the paved road to access the public road? Explain fully how and whether Donna would be required to compensate Alex for her to use the paved road. (8 points)**
- 2.3 What is the nature, classification and ownership of the fishing camp? Explain. (8 points)**
- 2.4 What kind of servitude regarding the paved and gravel roads was granted to Fred? Explain. (8 points)**
- 2.5 What rights, if any, does Jenny currently have in the paved and gravel road servitude? Explain. (8 points)**

[End of Question 2]

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**LOUISIANA STATE BAR EXAMINATION
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QUESTION 3 (20 POINTS)

Each of the following multiple choice items counts for 2 points. Select the letter that corresponds to the correct answer.

- 3.1 Co-ownership
- 3.2 Building restrictions
- 3.3 Interdiction
- 3.4 Community property
- 3.5 Rights against a good faith possessor of land
- 3.6 Dividends of stock subject to usufruct
- 3.7 Parental authority
- 3.8 Child custody; burdens of proof
- 3.9 Usufructuary entitled to set-off for payments made for ordinary repairs
- 3.10 Management and disposition of community property

[End of Question 3]

END OF CIVIL CODE I TEST

**LOUISIANA STATE BAR EXAM
CIVIL CODE I
FEBRUARY 2023**

QUESTION 1 (40 POINTS)

In late 2018, while Willow and Henry were dating, Willow gave birth to a son named Sean. Henry believed that Sean was his son, signed the birth certificate, and raised him as his own. Unbeknownst to Henry, Willow had had a brief affair with an ex-boyfriend, Bill, nine months before Sean was born and Bill is Sean's biological father.

In early 2019, three months after Sean was born, Henry and Willow were validly married. On the day before the wedding, Willow presented Henry with agreements that provided that, in the event of a divorce, each spouse fully and irrevocably waived any and all rights to both interim and final periodic support and each spouse opted out of the matrimonial regime. Both Henry and Willow signed the agreements before the wedding in front of two witnesses, but not before a notary.

A month after the wedding, someone told Henry and Willow that important legal documents were always required to be notarized. Realizing that the agreements signed before the wedding were not notarized, Henry and Willow then signed a new copy of the earlier agreements before a notary and two witnesses so that they were duly acknowledged.

Before the wedding, Henry inherited a commercial property that was rented out to a bakery. Three months after the wedding ceremony, Henry's uncle donated to Henry a 2-family residential duplex property worth \$200,000 that needed substantial renovations. Six months after the wedding Henry used \$100,000 of funds from Henry and Willow's joint savings account to hire a contractor to renovate the duplex property. Once renovated, the duplex property was worth \$400,000 and was fully rented out to long-term tenants. Henry kept the rental funds from both properties in a single, separate account that listed him as the sole account holder.

In late 2021, Willow ran into Bill and they resumed their affair. After Henry came home and found them having sexual relations, Willow confessed the affair and she also told Henry that Sean was Bill's son. Although extremely upset, Henry did not immediately leave Willow. Willow swore that she would never see Bill again and she did in fact cease all communication with Bill. Henry and Willow continued to live together and tried to move past the affair, occasionally engaging in sexual relations.

For six months, Henry tried to forgive Willow and continue in their marriage, but Henry was unable to trust her again due to her earlier infidelity. Henry told Willow he wanted a divorce and he moved out of the family home in mid-2022.

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

- 1.1 What are each spouse's options for divorce? What potential time delays, benefits and complications are associated with each option? Explain. (10 points)**
- 1.2 Did Henry and Willow validly waive their rights to interim and final spousal support? Explain. (5 points)**
- 1.3 Have Willow and Henry validly opted out of Louisiana's community property regime? Explain. (5 points)**
- 1.4 Assume for purposes of this Question 1.4 that Henry and Willow did not opt out of a community property regime. Should the rental duplex property donated to Henry by his uncle after the marriage ceremony be classified as Henry's separate property or as the couple's community property? Explain. (5 points)**

TEST CONTINUES ON NEXT PAGE

- 1.5 Assume for purposes of this Question 1.5 that Henry and Willow did not opt out of a community property regime and that the rental duplex property is Henry's separate property. Is Willow entitled to a credit for the amounts used for the renovations of the rental duplex property? Is Willow entitled to a credit for the increased valuation of the rental duplex property after the renovation? Explain. (6 points)**
- 1.6 Assume for purposes of this Question 1.6 that Henry and Willow did not opt out of a community property regime. Should the post-marriage rental income from the commercial property rented to the bakery inherited by Henry before the marriage ceremony be classified as Henry's separate property or as the couple's community property? Explain. (5 points)**
- 1.7 Is there a presumption of paternity of Sean in favor of Henry? How? Explain. (4 points)**

[End of Question 1]

TEST CONTINUES ON NEXT PAGE

**LOUISIANA STATE BAR EXAM
CIVIL CODE I
FEBRUARY 2023**

QUESTION 2 (40 POINTS)

By a valid act of sale 25 years ago, Alan acquired 10 acres of land in a square shape as his separate property. Alan's property was bounded by a non-navigable river to the north, a paved public highway road to the south, his neighbor Wes to the west and his neighbor Esther to the east. Alan had one son Sam with his first wife. Alan bought the property after his first wife died.

Immediately after Alan acquired the property, Wes put up a fence between his and Alan's land the length of the boundary line. Alan was aware of the fence, but never discussed it with Wes. However, in placing the fence on the property, Wes inadvertently placed the fence onto Alan's property so that two feet of the westernmost portion of Alan's property was separated from the rest of Alan's property by Wes's fence. About 12 years ago, Wes sold his property to Doug "together with all rights of prescription, whether acquisitive or liberative, to which said vendor may be entitled," but it did not specifically reference the two-foot strip of land enclosed by Wes's fence. Doug was aware of the fence, but never discussed it with Alan. Both Wes and Doug continually used the property all of the way to the fence. Alan and his successors ceased using the property on Wes and Doug's side of the fence.

Two years after buying the property, Alan was approached by his neighbor Stratton across the public highway about building an irrigation pipeline to run from the river across Alan's property to Stratton's strawberry farm across the public highway. Through a duly acknowledged written agreement, Alan granted the right to install and operate a pipeline for 30 years across Alan's property for transportation of water to "Stratton, as owner and operator of the strawberry farm depicted on the attached plat," provided that the pipeline be buried at least 6 feet below ground; the attached plat depicted both Stratton's strawberry farm and Alan's property. The agreement was properly recorded in the parish conveyance records once it was signed. Promptly after the agreement was recorded, Stratton installed the pipeline six feet under the westernmost portion of Alan's property to the east of alongside Wes's fence. Recently, Stratton sold the strawberry farm to Flo; the act of sale did not mention this pipeline agreement.

Alan built a house on the western half of his property and traveled between his house and the public highway by a gravel road that started immediately east of his house and then meandered onto the eastern half of his property until it switched back westward and eventually reached the public highway on the western half of Alan's property.

About fifteen years ago, Alan married Wanda. Just before marrying Wanda, he sold the eastern half of his property to Gary. This property included part, but not all, of the gravel road. Gary built a home right next to the portion of the gravel road that was on his property and thereafter used all of the gravel road, including the portion on Alan's property, to access the public highway. Alan knew that Gary was using the gravel road and never objected to its use, even though use of the gravel road was not mentioned in the recorded deed transferring the property to Gary.

About twelve years ago, Alan died. He left all of his immovable and movable property to Sam with a lifetime usufruct in favor of Wanda. Last year, a tornado hit and completely destroyed the house Alan built, but left the remaining property intact. The house was insured, and the insurer adjusted the claim for \$300,000. Wanda wants to build a new home on the property. Sam does not want to build a new home and instead wants to keep the insurance proceeds. Wanda would also like to put up a fence between the property and Gary's property and build a new road to access the public highway without traveling on Gary's property. Gary objects to the fence because he would no longer be able to use the portion of the gravel road on the other property to access the public highway.

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

2.1 Who owns the two-foot strip immediately to the west of the fence constructed by Wes? Explain. (10 points)

TEST CONTINUES ON NEXT PAGE

- 2.2 What kind of servitude was granted to Stratton? What right, if any, does Flo have to the servitude? Explain. (8 points)**
- 2.3 On what basis, if any, can Gary object to a fence being built preventing his use of the roadway? Explain. (6 points)**
- 2.4 Who is entitled to the insurance proceeds from the destroyed home? Upon what property does Wanda maintain a usufruct after the home was destroyed? Explain. (6 points)**
- 2.5 Does Wanda have a right to require Sam to rebuild the home on the property? Explain. (4 points)**
- 2.6 Can Wanda build the new home on the property as a usufructuary? If so, what steps are necessary to do so? Explain. (3 points)**
- 2.7 For purposes of this question, presume that Wanda can build the new home on the property as a usufructuary. What rights, if any, does Wanda have against Sam to recover any of the costs for building the new home either now or at the end of the usufruct? Explain. (3 points)**

[End of Question 2]

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**LOUISIANA STATE BAR EXAM
CIVIL CODE I
FEBRUARY 2023**

QUESTION 3 (20 POINTS)

Each of the following ten multiple choice items counts for 2 points. Select the letter that corresponds with the correct answer.

- 3.1 Disavowal
- 3.2 Usufruct
- 3.3 Co-ownership; partition
- 3.4 Classification of property
- 3.5 Legal impediments to marriage
- 3.6 Child custody; burdens of proof
- 3.7 Co-ownership
- 3.8 Responsibility for repairs to property subject to a usufruct
- 3.9 Absent persons; declarations of death
- 3.10 Conflicts of laws

[End of Question 3]

END OF CIVIL CODE I TEST