

**LOUISIANA STATE BAR EXAMINATION  
CIVIL CODE I  
JULY 2022**

**QUESTION 1(40 POINTS)**

Harold and Wanda had been together for three years when they were married in May 2018 in person before a licensed minister. Years before this marriage, Harold had been married to Abby, after a wild weekend in Las Vegas. Although it was a drive-through wedding, it was a legally valid marriage. Harold and Abby separated soon thereafter. After the separation, Harold consulted a friend who was an attorney. The friend incorrectly told Harold that his marriage to Abby was not valid. Because Harold believed that this marriage was not valid, he never took any steps to obtain a divorce. Before he and Wanda married, Harold never told Wanda about Abby.

Three months before the wedding ceremony, Wanda had a brief affair with an ex-boyfriend, Bill. She never mentioned the affair to Harold.

A month after the wedding ceremony, Wanda inherited a home from her uncle. Harold and Wanda promptly moved into the home. Six months later, Harold and Wanda decided to renovate the home. The home was worth \$300,000 when Wanda inherited it. Harold personally did all the renovations, which would have cost \$20,000 if performed by someone else. He and Wanda also used \$80,000 of their post-marriage earnings to pay for new fixtures, supplies and materials. When the renovation was finished, the home was worth \$450,000.

In May 2019, Harold received a call from Abby. She was getting married herself, and her lawyer explained that she had needed a divorce from Harold to get married again. Harold agreed, and he and Abby obtained a valid divorce. At this time, he told Wanda about his prior marriage. Rather than have another marriage ceremony, Harold and Wanda decided to just acknowledge their prior marriage ceremony by signing an authentic act in September 2019.

In September 2020, Wanda resumed her affair with Bill. After Harold came home and found them having sexual relations, Wanda confessed to the affair and also told Harold that she had had an affair with Bill just before the wedding. Although extremely upset, Harold did not immediately leave Wanda. Wanda swore that she would never see Bill again, and she did in fact cease all communication with Bill. Harold and Wanda continued to live together to try to move past these discoveries and occasionally engaged in sexual relations with each other.

Harold was the primary wage earner in the family. Distraught over the discovery that Wanda had an affair with Bill both before and during their marriage, Harold could not focus on work and his earnings plummeted. To offset this, Harold started embezzling from his employer and put the funds he took into his family's bank account and used them to pay the family's expenses.

Harold's employer discovered the theft and fired him in late 2021. At that time, he left the family home. Harold pled guilty and was convicted of the felony crime of embezzlement in December 2021. His sentence was five years in prison at hard labor. His employer also filed a civil suit and obtained a \$75,000 judgment against Harold.

*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 Harold and Wanda legally married? Is either of them entitled to the civil effects of marriage? If so, for how long? Explain fully. (10 points).**

TEST CONTINUES ON NEXT PAGE

**FOR THE REMAINDER OF QUESTION 1, ASSUME HAROLD AND WANDA WERE LEGALLY MARRIED.**

- 1.2 What are each of Harold and Wanda's options for divorce? What potential time delays, benefits and complications are associated with each option? Explain fully. (10 points)**
- 1.3 How should the family home be classified: as Wanda's separate property, or as the couple's community property? Explain fully. (6 points)**
- 1.4 *Assume for purposes of this question 1.4* that the home is Wanda's separate property. Is Harold entitled to any reimbursement relating to the home; and if so, in what amount and for what reason? Explain fully. (8 points).**
- 1.5 How should the employer's \$75,000 civil judgment be classified: as Harold's separate obligation, or as the couple's community obligation? Explain fully. (6 points)**

[End of Question 1]

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**QUESTION 2 (40 POINTS)**

By a valid act of sale 35 years ago, Arthur acquired 40 acres of land in a square shape as his separate property. Arthur's property was bounded by a lake to the north, a paved public road to the south, his neighbor Wayne to the west and his neighbor Edith to the east.

Immediately after Arthur acquired the property, Wayne put up a fence between his and Arthur's land along the length of the boundary line. However, in placing the fence on the property, Wayne inadvertently placed the fence onto Arthur's property so that ten feet of the westernmost portion of Arthur's property was separated from the rest of Arthur's property by Wayne's fence. About twenty years ago, Wayne sold his property to Dennis "together with all rights of prescription, whether acquisitive or liberative, to which said vendor may be entitled." Dennis then continually used the property all of the way to the fence.

Two years after buying the property, Arthur was approached by Pipeline Inc. to build an irrigation pipeline to run from the lake across Arthur's property to Pipeline Inc.'s property across the public road. Through a written Pipeline Agreement, Arthur granted to Pipeline Inc. the right to install and operate a pipeline for 65 years across Arthur's property for transportation of water "for the benefit of Pipeline Inc. for its own convenience," provided that the pipeline be buried at least 6 feet below ground and that Pipeline Inc. build a gravel road over the pipeline so that Arthur could use it to reach the lake from the public road. The Pipeline Agreement contained no other restrictions as to this right. The Pipeline Agreement was properly recorded in the parish conveyance records once it was signed. Promptly after the Pipeline Agreement was recorded, Pipeline Inc. installed the pipeline six feet under the western portion of Arthur's property alongside Wayne's fence and also built a gravel road directly over where it laid the pipeline. Recently, Pipeline Inc. sold its property across the public road (including any rights it had related to the irrigation pipeline) to Waterco through a legally valid act of sale.

Arthur built a large house on the lake immediately to the east of this road. The house was well stocked with expensive bottles of fine wine and many valuable antiques that he had collected from his travels over the years.

Arthur had a son, Seth, with his first wife, who had died before Arthur bought the property. About three years ago, Arthur married Louise. To pay for his wedding to Louise, Arthur sold to Fred five acres of his land on the northeastern-most portion of his property along the lake.

Fred built a fishing camp on his property. While building the camp, Fred would drive over Arthur's property on a dirt road that went from Fred's property all the way to the public access road. Before Pipeline Inc. built the gravel road, Arthur had used this dirt road, which was the shortest route to access the public road for Fred. Although Arthur and Fred never discussed letting Fred use the road and it was not mentioned in the act of sale, Arthur also never objected to Fred's doing so.

Last year, Arthur died. His will left all of his property to Seth with a lifetime usufruct in favor of Louise. During Arthur's succession, it was discovered that Wayne's fence did not follow the property description on Arthur's title.

Neither Louise nor Seth liked Fred. Shortly after Arthur died, both told Fred that he could no longer use the dirt road on their property to get to the public road.

Louise was upset about Arthur's death, and she started drinking the fine wine that he had collected before they had been married. She also could not stand to look at the antiques in the lake house because they reminded her of Arthur. Therefore, she started donating some of the antiques—which still had substantial value—to various friends and acquaintances. Seth was shocked and angry to just learn that Louise has drunk the wine and donated the antiques. There are still a few bottles of wine and antiques left that Seth wants to preserve.

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*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 Does Dennis own the ten-foot strip immediately to the west of the fence Wayne installed? Explain fully. (10 points)
- 2.2 What kind of servitude was granted to Pipeline Inc.? What right, if any, does Waterco have to the servitude? Explain fully. (10 points)
- 2.3 a. Does Fred have the right to continue to use the dirt road to access the public road? Explain fully. (5 points)
- b. If Fred does have the right to continue using the dirt road, must he compensate Seth and Louise for his use of the dirt road? Explain fully. (5 points)
- 2.4 a. Was Louise entitled to drink the wine? Explain fully (3 points)
- b. Was she entitled to donate the antiques? Explain fully. (2 points)
- 2.5 What rights or remedies, if any, does Seth have against Louise related to the wine and the antiques, either now or at the end of the usufructuary? Explain fully. (5 points)

[End of Question 2]

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**QUESTION 3 (20 POINTS)**

*Each of the following ten multiple-choice questions counts for two points. Select the letter that corresponds with the correct answer.*

- 3.1 Building restrictions
- 3.2 Immovables/movables
- 3.3 Legal impediments/nullity
- 3.4 Moveables by anticipation
- 3.5 Termination of a usufruct
- 3.6 Classification of property; moveable/immoveable
- 3.7 Absent persons
- 3.8 Waiver of spousal support
- 3.9 Emancipation of a minor
- 3.10 Child custody; burden of proof

[End of Question 3]

END OF CIVIL CODE I TEST

**LOUISIANA STATE BAR EXAM  
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FEBRUARY 2022**

**QUESTION 1 (40 POINTS)**

Willa and Horace were validly married in 2015. It was the first marriage for each of them.

On the day before the wedding, Willa presented Horace with a written agreement which 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 opted out of the matrimonial regime. Both Willa and Horace signed the agreement before the wedding, but not until after the wedding did they appear before a notary and two witnesses to have their signatures duly acknowledged.

A month before the wedding, Willa had given birth to a child, Dina. Horace was at the hospital for the birth and signed the birth certificate. Unbeknownst to Horace, Dina was not Horace's biological daughter. Willa gave birth to Sonny in 2018, who was Horace's biological son. Horace was there and signed Sonny's birth certificate as well.

Horace was the primary wage earner in this family. Willa worked 10 hours a week as a part-time bookkeeper at a nonprofit entity and was primarily responsible for taking care of Dina and Sonny. When Dina was first born, Horace was actively involved as a parent with her and would routinely do things with her.

Immediately after the wedding, Horace moved into Willa's home, which she inherited from her uncle before her marriage to Horace. The home was worth \$200,000 when Horace moved in, but it was outdated and had fallen into disrepair. Horace personally did all the renovations on the home and Willa paid \$30,000 for the new fixtures, supplies and materials with the last of her pre-marriage inheritance from her uncle. If Horace had not done the work, it would have cost another \$120,000 for the renovations. After the renovations, the home was worth \$350,000. As their family grew, Horace and Willa decided to buy a new home together for \$400,000. Willa sold the first home for \$350,000 and used those proceeds to fund a portion of the purchase price of their new home. The couple obtained a \$50,000 loan from a family friend for the remainder of the purchase price on the new home.

After Sonny was born, Horace was rarely home and told Willa it was due to his work schedule, although he never moved out of the home. Horace also stopped being actively involved as a parent with Dina and was never really involved with Sonny. Since Sonny was born, Horace has not attended any of the children's school events or extracurricular activities, and he has generally not shown any interest in having a relationship with either child. Resentful of Horace's attitude towards the children and feeling neglected, Willa had a brief affair with a neighbor in 2019, but she ended things and confessed her indiscretion to Horace. Although he was upset, Horace did not leave Willa. He continued to live at their home, and they occasionally engaged in sexual relations.

However, although he had told Willa he was traveling for work, the real reason for his absence was that he had secretly developed a substance abuse problem. In 2020, Horace was fired from his job, arrested, and convicted of felony drug possession. His sentence was five years in prison at hard labor.

*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 each spouse's options for divorce? What potential time delays, benefits and complications are associated with each option? Explain fully. (10 points)**
- 1.2. What rights does either spouse have to interim spousal support, final spousal support and the community property regime? Explain fully. (10 points)**

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- 1.3. Assume solely for this subquestion 1.3 that Willa and Horace never made any attempt to opt out of the community property regime. Should the new family home be classified as Willa's separate property or as the couple's community property? Explain fully. (10 points)**
- 1.4. Assume solely for this subquestion 1.4 that Horace has just been released from prison, has obtained treatment for his substance abuse and been clean and sober for the past 3 years, and is on probation. Also assume that the parties did not obtain a custody order before now. If Willa and Horace cannot agree on custody for the two children and Horace does not disavow Dina, to whom should the court award custody? Explain fully. (10 points)**

[End of Question 1]

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**LOUISIANA STATE BAR EXAM  
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FEBRUARY 2022**

**QUESTION 2 (40 POINTS)**

By a valid act of sale 45 years ago, Andy acquired 400 acres of land in a square shape as his separate property. He used this land mostly for growing satsumas that he sells at market. These 400 acres are bounded by a lake to the north, a paved public road to the south, Wesley's property on the west, and Emily's property on the east.

La Rice Inc. operated a rice field on the south side of this same public road, but the rice field did not have direct access to water. Immediately after Andy bought his 400 acres, La Rice Inc. asked Andy for an agreement to install an irrigation pipeline running from the lake across Andy's property. Through a written Pipeline Agreement, Andy granted to La Rice Inc., as owner and operator of the rice farm, the right to install and operate a pipeline across Andy's property for transportation of water, provided that the pipeline be buried at least 4 feet below ground and that La Rice Inc. build a dirt road over the pipeline for Andy's use. The Pipeline Agreement was properly recorded in the parish conveyance records over 40 years ago. The Pipeline Agreement did not specify a precise location for the pipeline, but promptly after the Pipeline Agreement was recorded, La Rice Inc. installed the pipeline four feet under the western portion of Andy's property and also built a dirt road directly over where it laid the pipeline.

Andy was good friends with his neighbor Wesley, as both were avid fishermen. A few years after buying his 400 acres, Andy leased to Wesley for 50 years one acre of land at the northwestern corner of the property, adjacent to Wesley's property. This land was immediately to the west of the dirt road that La Rice Inc. had built. The lease was properly recorded in the parish conveyance records at the time. Wesley built a fishing camp on a concrete slab, with two bedrooms, plumbing and electricity.

Over one weekend a month after he obtained his lease from Andy, Wesley paved the entire dirt road installed by La Rice Inc. Andy did not learn about this until a few weeks later. Wesley's actions irked Andy since Wesley never asked for Andy's permission to pave this road and also never had permission from Andy to use the dirt road and since Wesley could separately access the fishing camp from his own property to the west. Andy repeatedly told Wesley not to use the road across Andy's land. But despite Andy's objections, Wesley has continuously used the road for the past 40 years to get to the fishing camp. Andy, however, never took any action to have Wesley remove the paving or to stop Wesley from using the road.

Twenty years ago, Andy built a home on his property along the lake immediately to the east of the road that Wesley had paved. Andy has been using the road to access his home since he built the home.

Five years ago, Andy subdivided a 40-acre parcel from the southwest corner of his property to create "Satsuma Orchard Estates," a planned residential community. La Rice Inc.'s pipeline and the road above it both run through this 40-acre parcel. Andy then retired, and he validly donated the 40-acre site to his daughter Cindy, subject to his "continued right to use the existing road across Satsuma Orchard Estates." In preparing to build the community, Cindy constructed a fence to enclose the 40-acre site, with a coded gate at the south entrance for access from the public road.

Three years ago, Andy married Uma after his first wife died. Andy died last year, leaving his remaining 360 acres, the lake house and all of his remaining property to Cindy, subject to a lifetime usufruct in favor of Uma. Out of loyalty to her mother, Cindy never associated with Uma and wanted nothing to do with her. Uma planned to live in the lake house on a full-time basis, but it had fallen into a general state of disrepair by the time Andy had died. Uma demanded that Cindy pay to repair the home, but Cindy refused to do so. Uma used \$100,000 of her own money to make general repairs and, without any prior notice to Cindy, also spent another \$50,000 building a swimming pool on the east side of the lake house.

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Both La Rice Inc.'s pipeline and the paved road across Satsuma Orchard Estates is interfering with Cindy's plans for Satsuma Orchard Estates, so Cindy demanded that La Rice Inc. re-locate the pipeline to run along the edge of Satsuma Orchard Estates and changed the code for the gate across the paved road. La Rice Inc. objected to moving the pipeline, and Uma objected to Cindy's refusal to give Uma the new code to the gate.

Cindy intends to proceed with her development plans for Satsuma Orchard Estates. To fund the development, she intends to sell to Emily the easternmost 100 acres she had inherited from Andy. None of the fishing camp, the pipeline, the lake house, or Satsuma Orchard Estates overlaps or abuts these 100 acres. Emily would like to develop these 100 acres into another residential community like Satsuma Orchard Estates. A large amount of acreage fronting the public road would remain between Satsuma Orchard Estates to the west and these 100 acres to the east.

*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 type of servitude did Andy grant La Rice in this case? In explaining your answer, describe the different types of servitudes under Louisiana law. (6 points)**
- 2.2. What is the nature, classification and ownership of:**
  - a. the pipeline? Explain fully. (7 points)**
  - b. the fishing camp? Explain fully. (8 points)**
- 2.3. Assume solely for this subquestion 2.3 that the fishing camp is not an enclosed estate. Has Wesley acquired the right to use the roadway he paved? Explain fully. (7 points)**
- 2.4. Does Cindy have the right to relocate the pipeline to another portion of Satsuma Orchard Estates? If so, who is responsible for the cost for such relocation? Explain fully. (6 points)**
- 2.5. What amounts, if any, is Uma entitled to recover from Cindy for the amounts incurred by Uma to repair the lake house and to build the swimming pool? Explain fully. (6 points)**

[End of Question 2]

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**LOUISIANA STATE BAR EXAM  
CIVIL CODE I  
FEBRUARY 2022**

**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. Presumption of paternity
- 3.2. Full and limited interdiction
- 3.3. Building restrictions
- 3.4. Usufruct; management; leasing
- 3.5. Child custody; burdens of proof
- 3.6. Co-ownership
- 3.7. Right of a good faith possessor of land
- 3.8. Absent persons; declarations of death
- 3.9. Paternal authority
- 3.10. Management and disposition of community property

[End of Question 3]

[END OF CIVIL CODE I TEST]

**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.

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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)**

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- 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.

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*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]