

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

QUESTION 1 — 40 POINTS

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

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

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

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

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

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

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

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

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

[End of Question 1]

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

QUESTION 2 — 40 POINTS

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

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

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

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

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

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

[End of Question 2]

TEST CONTINUES ON NEXT PAGE

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

**QUESTION 3
(20 points)**

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

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

[End of Question 3]

END OF CIVIL CODE I TEST

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

QUESTION 1 – 40 POINTS

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

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

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

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

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

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

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

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

TEST CONTINUES ON NEXT PAGE

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

[End of Question 1]

TEST CONTINUES ON NEXT PAGE

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

QUESTION 2 — 40 POINTS

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

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

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

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

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

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

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

TEST CONTINUES ON NEXT PAGE

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

[End of Question 2]

TEST CONTINUES ON NEXT PAGE

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

QUESTION 3 – 20 POINTS

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

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

[End of Question 3]

END OF CIVIL CODE I TEST

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

QUESTION 1 — 40 POINTS

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

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

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

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

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

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

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

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

TEST CONTINUES ON NEXT PAGE

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

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

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

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

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

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

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

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

[End of Question 1]

TEST CONTINUES ON NEXT PAGE

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

QUESTION 2 — 40 POINTS

Andrew and his wife Beth purchased a 10-acre rectangular shaped tract of land (the “Property”) in St. Tammany Parish in 1979. The northern boundary runs along the public highway, and the tract is bounded on the south by a lake, on the west by a farm owned by Nicholas and on the east by a tract owned by Communication Company (“CC”) (a local cable TV and telephone provider).

Shortly after Andrew and Beth acquired the Property, CC approached them about obtaining rights to cross it to access customers on the other side of the lake. They agreed, giving “CC, as owner of the neighboring property, and its successors and assigns” the right to place a conduit for cable and phone lines across the Property, provided the conduit is at least 4 feet below ground, in exchange for CC’s building and maintaining a gravel road running over the conduit’s path and extending to the highway along the north side of the Property.

Around the same time that the couple contracted with CC, their neighbor Nicholas constructed a fence along the entire west side of the Property in order to keep his animals on his farm. Unbeknownst to Nicholas, Andrew or Beth, the fence was placed two feet to the east of the actual property boundary so that a strip of the couple’s property was on Nicholas’ side of the fence for the entire length of the Property. Fifteen years later, Nicholas sold his farm to Michael by an act of sale using the valid property description from the act of sale by which he had acquired his farm “together with all rights of prescription, whether acquisitive or liberative, to which said vendor may be entitled.”

Andrew and Beth built a lake house in the southwest portion of the Property, and their daughters Carol and Denise loved spending summers swimming and skiing on the lake. Andrew, his family and friends regularly accessed the Property via the gravel road built by CC. Beth died about 20 years ago, leaving her community property interest in the Property to her daughters and granting Andrew a lifetime usufruct with the right to alienate the Property subject to the usufruct.

When Andrew’s younger daughter Denise went away to college 12 years ago, he married a woman named Erin. Erin liked to travel, and after a few years, Andrew needed to sell some of the Property to fund their travels. About 10 years ago, Andrew sold a 5-acre parcel at the southeast corner of the Property to Billy so that he could build his own home on the lake. Billy’s tract did not border the public highway, but he could reach it by boat via the pier where he customarily docked his boat. The gravel road CC built touches one corner of Billy’s tract. Billy and his guests also used the gravel road from the public highway.

Andrew recently died and left Erin a lifetime usufruct over his entire estate. Erin never got along with Carol and Denise. After the funeral, Erin told Carol and Denise that they were no longer allowed to use the lake house. Erin erected a key-coded fence across the gravel road, precluding anyone without the code from entering the Property. Carol and Denise ignored Erin’s demand and tried to get to the lake house, but they could not get to the road. Likewise, Billy could no longer access his property from the road and demanded that Erin take down the gate. Erin refused.

Frustrated, Carol and Denise decided to sell the Property. They hired a surveyor, who discovered that the fence built by Nicholas encroached on the Property. Carol and Denise have demanded that the current owner, Michael, remove the fence, but he has refused.

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

TEST CONTINUES ON NEXT PAGE

- 2.1. What are the nature and classification of the rights, if any, that CC acquired in the Property? Explain fully. (7 points)
- 2.2. Did Andrew have the right to sell the 5 acres of Property to Billy via a private sale? Explain fully. (7 points)
- 2.3. Assume for this question only that the sale to Billy was valid. What rights, if any, does Billy have to use the gravel road? Explain fully. (8 points)
- 2.4. Who owns the portion of the original 10-acre tract on the west side of the fence constructed by Nicholas? Explain fully. (6 points)
- 2.5. What rights, if any, does Erin have to deny Carol and Denise access to the Lake House? Explain fully. (6 points)
- 2.6. What rights, if any, do Carol and Denise have to sell the property? Explain fully. (6 points)

[End of Question 2]

TEST CONTINUES ON NEXT PAGE

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

QUESTION 3 – 20 POINTS

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

- 3.1. Allocation of assets from divorce; one spouse's separate property used for other spouse's separate property
- 3.2. Classification of property; movable versus immovable
- 3.3. Child custody; burdens of proof
- 3.4. Rights against a good faith possessor of land
- 3.5. Usufruct; repairs
- 3.6. Parental authority; authority over child's property
- 3.7. Acquisitive prescription
- 3.8. Co-ownership; partition
- 3.9. Absent persons
- 3.10. Filiation

[End of Question 3]

END OF CIVIL CODE I TEST

**LOUISIANA STATE BAR EXAMINATION
CIVIL CODE I
JULY 2018**

QUESTION 1 — 40 POINTS

Angela and Bobby were validly married six years ago. It was the first marriage for each of them.

On the day before the wedding, Bobby presented Angela 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. Both Angela and Bobby 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, Angela had given birth to a child, Christine. Bobby was at the hospital for the birth and signed the birth certificate. Bobby believed Christine was his child, but unbeknownst to Bobby, he was not Angela's only sexual partner around the time of conception. Angela and Bobby had a son named David two years after their marriage. Bobby was there and signed David's birth certificate as well. Bobby was the sole wage earner in this family. Angela has never worked out of the home and has no independent source of income but instead has taken care of Christine and David. Bobby has not attended any of the children's school events or extracurricular activities, and he has not shown any interest in developing a relationship with either child.

Immediately after the wedding, Bobby moved into Angela's home, which she inherited from her grandmother before her marriage to Bobby. The home was worth \$150,000 when Bobby moved in, but it was outdated and had fallen into disrepair. Bobby personally did all the renovations on the home (valued at \$50,000) and used \$100,000 from his pre-marriage earnings to pay for new fixtures, supplies and materials. As their family grew, Bobby and Angela decided to buy a new home together for \$650,000. Angela sold the existing home for \$400,000 and used those proceeds to fund a portion of the purchase price of their new home. The couple obtained a \$250,000 loan from a bank for the remaining \$250,000 of the purchase price on the new home.

Over the last three years, Bobby was not home much. Feeling neglected, Angela had a brief affair with her tennis coach, but she ended things and confessed her indiscretion to Bobby. Although he was upset, Bobby did not leave Angela. He continued to live at the home with her as husband and wife; however, the reason for his absence was that he had secretly developed a gambling problem. Unbeknownst to Angela, he had also started to embezzle from his employer. Over the last three years, Bobby deposited into their joint checking account \$300,000 that he had embezzled from his employer; he used the funds for household obligations, such as the mortgage payment as well as for his gambling debts.

After Bobby's employer discovered the theft, he was fired and convicted of the crime of embezzlement. His sentence was five years in prison at hard labor. His employer also filed a civil suit and obtained a \$300,000 judgment against Bobby.

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

TEST CONTINUES ON NEXT PAGE

- 1.1. What are each spouse's options for divorce? What potential time delays, benefits and complications are associated with each option? Discuss. (10 points)**
- 1.2. Is either Angela or Bobby entitled to interim and/or final spousal support? Discuss. (5 points)**
- 1.3. Should the new family home be classified as Angela's separate property or as the couple's community property? Discuss. (10 points)**
- 1.4. Should the employer's \$300,000 civil judgment be classified as Bobby's separate obligation or as the couple's community obligation? Discuss. (5 points)**
- 1.5. Assume for this question only that Bobby now learns that Christine is not his daughter. Will an action to disavow paternity of Christine be timely? Discuss. (5 points)**
- 1.6. Assume for this question only that Bobby has just been released from prison and is on probation and that the parties did not obtain a custody order before now. If Angela and Bobby cannot agree on custody for the two children and Bobby does not disavow Christine, to whom should the court award custody? Discuss. (5 points)**

[End of Question 1]

TEST CONTINUES ON NEXT PAGE

**LOUISIANA STATE BAR EXAMINATION
CIVIL CODE I
JULY 2018**

QUESTION 2 — 40 POINTS

Forty years ago, Frank inherited 100 acres in Louisiana from his parents. The land is square shaped, bordered by a public road on the north and a lake on the south, with a private 10-foot gravel road traversing the length of the property on the westernmost side. Frank and Winter married 32 years ago and built a beautiful family home overlooking the lake just east of this gravel road (the “Lake House”).

Thirty-one years ago, Frank granted a rice farming lease to Rice, Inc. over the northeastern 25 acres of the property. The lease provides for a rent of \$1,000 per month and is recorded in the appropriate parish conveyance records. Immediately after the lease was granted, Rice, Inc. constructed a processing facility on a 300 x 400 foot portion of the leased premises, as allowed by the lease. Rice, Inc. laid a cement slab, attached heavy processing equipment by bolting it into the cement, and constructed a metal building, with a roof, around the production equipment. The facility has electric power and water and is surrounded by a locked gate. At the same time, Rice, Inc. also laid a pipeline below ground from the processing facility, traversing southward all the way to the lake and across other portions of Frank’s property not subject to its lease.

Frank and Winter had three children: Adam (born 25 years ago), Bethany (born 23 years ago), and Charles (born 19 years ago). During their marriage, Frank and Winter collected beautiful furnishings for their home, including antiques and rugs. They were also wine connoisseurs, collecting 25 bottles of fine wine.

Frank died two years ago. He left to his three children, in full ownership, a six-acre square parcel along the northern boundary of the property just east of the gravel roadway and left all of his remaining property to his three children, in equal portions, subject to a lifetime usufruct in favor of Winter.

Adam lives in New York now and visits Louisiana only once a year when he goes to the fishing camp that he and his father built on the southeastern most portion of the property when Adam was a child. Charles is still away at college, but he lives at home during summer breaks and holidays. Bethany was married last year, after which she and her husband substantially renovated a dilapidated old building, turning it into a beautiful four-bedroom house into which they moved. The house is located on a part of the six acres inherited in full ownership by Bethany and her siblings. Bethany did not ask anyone whether she could renovate or move into the building.

Winter recently married John. At their wedding reception, they served the 25 bottles of wine that Frank and Winter had acquired. Winter and John are also redecorating the Lake House, so they sold the antiques and rugs for their current fair market value of \$250,000. The children are upset and dislike John. John also dislikes them and demanded that Winter tell Adam he is no longer allowed to use the camp. Charles cannot bear to live with Winter and John, so he asked to move into Bethany’s house on the six-acre parcel, but Bethany refused.

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

TEST CONTINUES ON NEXT PAGE

- 2.1. What rights, if any, did Winter and the children each have before Frank's death as to Rice, Inc.'s monthly rental payments, and what rights, if any, does each have as to Rice, Inc.'s monthly rental payments paid after Frank's death? Discuss. (6 points)**
- 2.2. What are the nature, classification and ownership of the processing facility? Discuss. (7 points)**
- 2.3. What are Rice, Inc.'s rights, if any, with regard to the pipeline across the southeastern two acres to the lake? Discuss. (7 points)**
- 2.4. Was Winter entitled to serve the wine at her wedding reception? Was she entitled to sell the antiques and rugs? Discuss. (6 points)**
- 2.5. What rights or remedies, if any, do Adam, Bethany and Charles have against Winter for (a) serving the wine and (b) selling the antiques and rugs? Discuss. (5 points)**
- 2.6. Does Winter have the right to evict Adam from the fishing camp? Discuss. (2 points)**
- 2.7. Can Bethany refuse to allow Charles to move into the house that Bethany renovated? Discuss. (2 points)**
- 2.8. What are Adam's rights with regard to Bethany's renovations? Discuss. (5 points)**

[End of Question 2]

**LOUISIANA STATE BAR EXAMINATION
CIVIL CODE I
JULY 2018**

QUESTION 3 — 20 POINTS

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

- 3.1. movables by anticipation

- 3.2. parental authority; authority over child's property

- 3.3. co-ownership; partition

- 3.4. nullity of marriage; effect of absolute versus relative nullities

- 3.5. presumption of paternity of the husband

- 3.6. payment for improvements by a usufructuary

- 3.7. enclosed estates; acquisitive prescription for apparent servitudes

- 3.8. child custody; burdens of proof

- 3.9. absent persons; declarations of death

- 3.10. full and limited interdiction

[End of Question 3]

END OF CIVIL CODE I TEST

**LOUISIANA STATE BAR EXAMINATION
CIVIL CODE I
FEBRUARY 2018**

QUESTION 1 — 40 POINTS

Alice and Bobby dated for several years and then were validly married eight years ago. Two months before the wedding, Alice gave birth to a son, Chase. Bobby was at the hospital for the birth and signed the birth certificate. Unbeknownst to Bobby, Alice had met with an old boyfriend and had sex approximately nine months before Chase was born. Alice does not know who Chase's father is, but she never told Bobby about the sexual encounter with her old boyfriend.

A week before their wedding, Bobby presented Alice 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. It also provided that the parties elected to opt out of Louisiana's community property regime with respect to any immovable property. The agreement also specified that any unenforceable provision be severed from the agreement and the remaining provisions be enforced. Both Alice and Bobby signed the agreement before the wedding, but no notary or witnesses were present when they signed it. Three months later, Alice and Bobby appeared before a notary and two witnesses to duly acknowledge their signatures on the agreement, to re-affirm their intent to opt-out of the community property regime with respect to immovable property and to waive interim and final support in the event of a divorce.

Shortly after their wedding, Bobby and Alice found a beautiful old, neglected home in a desirable area of Louisiana. Bobby (but not Alice) signed the act of sale purchasing the home for \$600,000. Bobby used \$100,000 from his bank account, which contained only pre-marriage earnings, and borrowed the remaining \$500,000 for the purchase price from a bank via a loan in his name only. Alice loved the house and spent the next year meticulously renovating it. Using money she inherited from her grandmother, she paid \$100,000 to purchase materials for the renovations. Had the couple hired someone to perform the work that Alice did herself, it would have cost them another \$150,000. The home became their family home and is now valued at \$1.3 million. The couple diligently paid the home loan down with Bobby's post-marriage earnings and paid off the loan in full six months ago.

A year after their marriage, Alice gave birth to another son, David. Bobby and Alice decided that Alice would resign from her position as a mechanical engineer to care for Chase and David. Bobby continued to operate his successful real estate development business. The family has lived on Bobby's income for support at all relevant times.

A few years after David was born, Bobby had an affair with another woman. Alice found out about the affair and was devastated. She confronted Bobby, who ended the affair. Bobby and Alice worked to restore their relationship, and they continued to live together and engage in marital relations for several months. The damage to the marriage, however, was irreparable. Their relationship deteriorated, and they began to argue and fight in front of the children. Alice also became depressed and began to drink excessively. Three months ago, Bobby moved out of the family home and into a condominium 45 minutes away. Although Bobby has telephoned Chase and David, he has not seen them since he moved out. He has, however, been seen around town having dinner with numerous women. A month ago, Alice ran into her former boyfriend and would like to begin dating him.

TEST CONTINUES ON NEXT PAGE

Please answer the following seven subquestions. The subquestions are not weighted equally in Question 1. 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? Discuss. (10 points)**
- 1.2. If either spouse files a divorce action, is Alice entitled to interim and/or final spousal support? Discuss. (5 points)**
- 1.3. Did Alice and Bobby validly opt out of the community property regime for immovable property? Discuss. (5 points)**

For the remaining subquestions of Question 1, assume that Alice and Bobby did not sign any agreement between themselves or otherwise seek to opt out of the community property regime.

- 1.4. How should the family home be classified: as Bobby's separate property or as the couple's community property? Discuss. (5 points)**
- 1.5. What credit, if any, is Alice entitled to receive if the court awards the home to Bobby as part of a divorce proceeding? Discuss. (5 points)**
- 1.6. If Bobby now learns that Chase is not his son, will an action to disavow paternity of Chase be timely? Discuss. (5 points)**
- 1.7. If a divorce proceeding is filed and Alice and Bobby cannot agree on custody for the two boys and Bobby does not disavow Chase, how should the court initially award custody of the two boys? Discuss. (5 points)**

[End of Question 1]

TEST CONTINUES ON NEXT PAGE

**LOUISIANA STATE BAR EXAMINATION
CIVIL CODE I
FEBRUARY 2018**

QUESTION 2 — 40 POINTS

By a valid act of sale over 40 years ago, Frank acquired 200 acres of land in a roughly square shape; he used most of the land for farming sugar cane. Frank's property fronted a paved public road on the north and was bounded by other persons' properties on the east and west sides and by a lake on the south.

Frank had a good relationship with his neighbor Ralph, who operated a rice farm on the north side of the public road. Because Ralph's property did not have access to water, Ralph asked Frank if he could install an irrigation pipeline running from the lake across Frank's property. Frank granted to Ralph, as owner and operator of the rice farm, the right to install and operate a pipeline across Frank's property for transportation of water, provided that the pipeline be buried at least six (6) feet below ground and that Ralph build a dirt road over the pipeline so that Frank could use it to reach the lake from the public road. The Pipeline Agreement was properly recorded in the parish conveyance records 40 years ago. The Pipeline Agreement did not specify a precise location for the pipeline, but promptly after the Pipeline Agreement was recorded, Ralph installed the pipeline six feet under the western portion of Frank's property and also built a dirt road directly over where he laid the pipeline. Ralph has been using the pipeline continuously since then and has also regularly used the dirt road to access the lake from the public road. Although Frank and Ralph had never discussed Ralph's use of the dirt road to access the lake, being a good neighbor and friend, Frank did not object to Ralph's use of the dirt road, and for almost 40 years Ralph has in fact used the dirt road to go fishing in the lake. To preserve his remaining land for farming, Frank chose not to build any other roads to the lake.

Frank built a beautiful home on the southern-most portion of his property along the lake 20 years ago and has been using the dirt road to access his home since it was built.

Five years ago, Frank subdivided a 20-acre parcel from the northwest corner of his property to create "Sugar Cane Plantation Estates," a planned residential community. Ralph's pipeline and the dirt road above it both run through this 20-acre parcel. Frank then retired, and he validly donated the 20-acre site to his two children, Allison and Brandon, subject to all "encumbrances, servitudes and rights-of-ways." Allison and Brandon prepared detailed designs for a gated community and constructed a brick wall to enclose the property with a coded gate at the north entrance for access from the public road.

Three years ago, Frank married Wynona. He died last year, leaving his remaining 180 acres, the lake house and all of his remaining property to Allison and Brandon, subject to a usufruct in favor of Wynona. Allison and Brandon never liked Wynona and wanted nothing to do with her. Wynona moved into the lake house on a full-time basis after Frank died. Without any prior notice to Allison or Brandon, Wynona spent \$25,000 building a pier for access to the lake.

Ralph's pipeline is interfering with the planned Sugar Cane Plantation Estates, so Allison and Brandon demanded that Ralph re-locate the pipeline to the east, off the 20-acre site and on to other acreage now owned by them subject to Wynona's usufruct. Ralph objected to moving the pipeline, and Wynona objected to Ralph's placement of the pipeline on the property subject to her usufruct. In response and to prevent both Ralph and Wynona from using the existing dirt road across Sugar Cane Plantation Estates, Brandon changed the code for the gate across the dirt road. Wynona was outraged and has forbidden both Allison and Brandon from setting foot on the lake house property or using the pier for boat access.

Allison told Brandon that, until the dispute with Ralph was resolved, she did not want any homes to be constructed on Sugar Cane Plantation Estates. Brandon disagreed and proceeded with the development plans, spending \$1.5 million of his money to construct the first 10 homes, which increased the value of Sugar Cane Plantation Estates by \$2 million.

TEST CONTINUES ON NEXT PAGE

Please answer the following eight subquestions (five points each). Explain each answer; an answer without an explanation will receive no credit.

- 2.1. What kind of servitude is the servitude granted for the pipeline? Discuss.**
- 2.2. Who owns the pipeline across Frank's property, and how is the pipeline classified (either movable or immovable property)? Discuss.**
- 2.3. Has Ralph acquired the right to use the dirt road under the doctrine of acquisitive prescription? Discuss.**
- 2.4. For purposes of this subpart 2.4, assume Ralph did not acquire a right to use the dirt road via acquisitive prescription. What rights, if any, does Ralph have to use the dirt road from the public road across Sugar Cane Plantation Estates to the lake? Discuss.**
- 2.5. What rights, if any, does Wynona have to use the dirt road across Sugar Cane Plantation Estates in order to access the lake house? Discuss.**
- 2.6. Do Allison and Brandon have the right to relocate the pipeline? Discuss.**
- 2.7. What rights, if any, does Brandon have against Allison regarding the construction of the ten homes; and what rights, if any, does Allison have against Brandon regarding this same construction? Discuss.**
- 2.8. What amounts, if any, is Wynona entitled to recover from Allison and Brandon for the \$25,000 amount to build the pier? Discuss.**

[End of Question 2]

TEST CONTINUES ON NEXT PAGE

**LOUISIANA STATE BAR EXAMINATION
CIVIL CODE I
FEBRUARY 2018**

QUESTION 3 — 20 POINTS

Ten multiple choice questions, each worth 2 points, tested the following areas of law:

- 3.1. Building restrictions
- 3.2. Emancipation
- 3.3. Co-ownership; partition
- 3.4. Rights of usufructuary
- 3.5. Child custody; burdens of proof
- 3.6. Nullity of marriage (effect of absolute versus relative nullities)
- 3.7. Rights against a good faith possessor of land
- 3.8. Classification of property; separate versus community
- 3.9. Domicile/Residency
- 3.10. Domicile/Residency

[End of Question 3]

END OF CIVIL CODE I TEST