

JULY 2018 MICHIGAN BAR EXAMINATION

ESSAY PORTION

MORNING SESSION

QUESTION 1 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK I  
OR IN EXAMPLIFY ANSWER SCREEN 1

Mattie Malone signed a typewritten document dated February 2, 2015 that, except for signature lines and signatures, stated only the following:

"I want my cousin Serena and my best friend Anna to share my entire estate equally after I have passed on. Dated: February 2, 2015."

Both Serena and Anna signed the document as the only witnesses. At the time of that 2015 signing, Mattie was 52 years of age and mentally competent to do so.

A year later, Mattie suffered a closed head injury that severely impaired her memory. Jacob, an adult who was Mattie's only child, spent over one year caring for Mattie. On one occasion during that time, Mattie pointed to Jacob and verbally stated the following in front of several visitors: "I think I have some money and a house, I'm not sure. But whatever I have, I would like this young man to have it all after I'm gone because he has been so kind to me." She scribbled that sentiment on a piece of paper which she signed. Mattie passed away six months later. Her estate was worth \$200,000. Cousin Serena and Jacob were Mattie's only surviving relatives.

Applying Michigan law, fully discuss:

1. Whether the writing in 2015 was a valid will, including whether it was properly witnessed.
2. Whether the pronouncement Mattie made concerning Jacob, had any affect on the distribution of her estate.

\*\*\*\*\*THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK I\*\*\*\*\*  
OR IN EXAMPLIFY ANSWER SCREEN 1

QUESTION 2 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK I  
OR IN EXAMPLIFY ANSWER SCREEN 2

Doris and Cooper were a married couple who together owned five single-family homes they used as rental property over the years. The pair became estranged and began living apart a year ago. After the informal separation, and without Doris' knowledge, Cooper quit claimed to his best friend Amos, Cooper's interest in one of those homes.

Cooper also owned five other single-family rental homes with his brother Kent as tenants in common. Cooper sold his interest in all five of those homes to Lydia for a total of \$250,000, unbeknownst to Kent.

Kent now wants to evict a month-to-month tenant from one of the homes so he can rent it to his daughter.

Applying Michigan law, fully discuss:

1. Whether the property conveyance Cooper made to Amos is valid.
2. Whether the property conveyances Cooper made to Lydia were valid.
3. By what procedure Kent may legally evict the tenant, if at all, assuming no objection by any co-owner.

\*\*\*\*\*THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK I\*\*\*\*\*  
OR IN EXAMPLIFY ANSWER SCREEN 2

QUESTION 3 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK I  
OR IN EXAMPLIFY ANSWER SCREEN 3

While Marcia was conducting the annual deep spring cleaning of her home and garage, she offered to her neighbor Krissy, a jacket that she had not worn in years. Krissy tried on the jacket and gratefully accepted it stating that it was a perfect fit. About a week later Marcia remembered that she had placed six \$100 cash bills in the interior pocket of that jacket as an emergency fund stash that she had not needed to use. Marcia contacted Krissy to get back the \$600. Krissy, who had not independently discovered the cash in the pocket, refused to return it to Marcia, contending that the cash was a gift along with the jacket.

As part of her spring cleaning, Marcia also placed several bulk items from her garage near the curb in front of her home for a scheduled neighborhood bulk trash pick-up by the city public works department. Among those items were three old wooden oak chairs. Before the city arrived to remove the items that Marcia placed curbside, her neighbor Reggie retrieved the chairs. Several weeks later, Marcia learned that the chairs were valuable antiques worth \$1000 each. When she later discovered that Reggie had the chairs, she demanded that he return them to her. Reggie refused.

Applying Michigan law, fully discuss whether Marcia is entitled to return of the:

1. Cash from Krissy?
2. Chairs from Reggie?

\*\*\*\*\*THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK I\*\*\*\*\*  
OR IN EXAMPLIFY ANSWER SCREEN 3

GO TO BLUEBOOK II

QUESTION 4 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK II  
OR IN EXAMPLIFY ANSWER SCREEN 4

Ron's Roofing Co. (Ron's) entered into a contract with Persnickety Property Investors, Inc. (PPI) to do all of the roofing on PPI's residential subdivision project. PPI's sole shareholders are Larry, Moe and Curly. Larry, on behalf of PPI, agreed to pay Ron's \$150,000 for the project and signed the contract. Ron's satisfactorily completed the project in record time.

Because Larry, Moe and Curly collectively made capital contributions to PPI of only \$2,400, PPI borrowed \$1 million dollars from Alpha Bank based upon personal guarantees of repayment from Larry, Moe and Curly. Subsequently, Larry and Moe borrowed an additional \$500,000, which they "loaned" to PPI for the project. No promissory note was issued by PPI to Larry and Moe. PPI did not pay interest on the \$500,000 loan, but instead "reimbursed" Larry and Moe by directly repaying the bank loan.

PPI paid \$50,000 to Moe as a distribution and also paid Moe approximately \$100,000 for two parcels of property that he had acquired for the development project. Moe turned over the parcels to PPI without a deed transfer. Similarly, PPI gave Curly a \$50,000 distribution.

The project was short \$500,000, so PPI's members obtained yet another loan from Alpha Bank, which required Larry to sign a sworn statement stating the amounts of money owed to various project contractors. This sworn statement indicated that of the total amount PPI owed, it owed Ron's \$50,000. In truth, Ron's had not been paid anything.

The other contractors were paid in full with this final bank loan. Alpha Bank provided the \$50,000 requested for Ron's Roofing, leaving a shortfall of \$100,000. PPI has no resources. Ron's wants to file a lawsuit to recover the shortfall. Ron's knows PPI will probably not be able to satisfy any judgment. He wants to know if he can recover the money owed against Moe, Larry and Curly personally.

\*\*\*\*\*THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK II\*\*\*\*\*  
OR IN EXAMPLIFY ANSWER SCREEN 4

Applying principles of Michigan law, fully discuss:

1. The legal standards for piercing the corporate veil.

2. Whether, based on the facts presented, Ron's Roofing is likely to prevail in its effort to hold Larry, Moe and Curly personally liable for the shortfall.

\*\*\*\*\*THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK II\*\*\*\*\*  
OR IN EXAMPLIFY ANSWER SCREEN 4

QUESTION 5 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK II  
OR IN EXAMPLIFY ANSWER SCREEN 5

George Jones owned Jones Inc., a small Michigan paper supply company. He had purchased office supply material from Office Supplies Inc. (OSI), but had missed some recent payments on that contract. OSI eventually filed a breach of contract lawsuit against Jones Inc. in a Michigan circuit court, asked for a jury trial, and properly served Jones Inc. OSI claimed that Jones Inc. owed \$30,000 on the contract. Jones, a non-lawyer, decided to save a few dollars and filed an answer on behalf of Jones Inc., admitting that some money was owed, but not as much as OSI claimed. Jones Inc. also asked for a jury trial. After the time for filing an answer passed, the judge entered a default against Jones Inc. for failure to respond.

OSI then filed a motion for entry of a default judgment, asking the court for a judgment in the amount of \$30,000. Jones appeared at the motion hearing, and found out that Jones Inc. was defaulted because Jones' answer could not be accepted for filing on behalf of the corporation. Thus, despite his protests about the fairness of the ruling and the amount he actually owed, the court entered the \$30,000 judgment.

After the hearing Jones decided to hire Larry Lawyer, who promptly filed a motion to set aside the default judgment. Attached to the motion was an affidavit signed by Jones wherein he asserted that Jones Inc. "did not owe \$30,000, but only \$20,000" and that he was told by an attorney friend that Jones could file the answer for his own company. In the motion, Lawyer argues that the default judgment should be set aside because (1) Jones' answer and appearance showed that Jones Inc. was defending the case, (2) if Jones was not permitted to file on behalf of Jones Inc., Jones was unaware of that, and (3) the court could not enter the money judgment without a jury trial.

As a law clerk to the presiding circuit judge, fully analyze Jones Inc.'s arguments under both prongs of the Michigan standard governing motions to set aside default judgments, and decide whether Jones Inc.'s motion to set aside the default judgment should succeed.

\*\*\*\*\*THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK II\*\*\*\*\*  
OR IN EXAMPLIFY ANSWER SCREEN 5



QUESTION 6 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK II  
OR IN EXAMPLIFY ANSWER SCREEN 6

In Anytown, Michigan, Paul purchased a home in a beautiful subdivision, aptly named "Woodsville Courtyard" because of all the trees within it. Paul's new home, like most homes in the neighborhood, had a large backyard with an approximately 30-yard wide buffer of woods between his backyard and his neighbor's. The backyard and buffer were key components of Paul's choosing this house, as he was moving from the city to the countryside for the peace and quiet.

The first week Paul moved in, he heard loud noises from machinery being operated on the backyard neighbor's property. Curious, he went into the woods and saw something astonishing: his neighbor, Bill Smith, was knocking down trees and stacking them into a pile with a large tractor. Smith operated the tractor day and night. The tractor was loud, and could easily be heard inside Paul's house. He could not sleep, nor could he sit out and enjoy his new deck. In fact, the noise was worse than what he experienced in the city; a constant grinding of the engine, metal scraping on cement, and the crushing of wood. Even worse, Smith started to burn the tree pile, and he burned it 24 hours a day. The smoke almost constantly billowed over Paul's property; causing him to avoid being outside at all. Paul asked Smith why he was doing this, and informed him that the smoke and noise destroyed his peaceful enjoyment of his new house. Smith stated that he was eliminating all his trees to provide more yard for his dogs, and that he could do as he pleased on his own property. "Anyway," Smith said, "the last tree is coming down tomorrow."

After a few more weeks, Smith had knocked down all the trees to the property's border. Though some trees still remained on Paul's property, the 30-yard buffer was now about 10 yards. Paul had enough, and brought suit against Smith in circuit court alleging two forms of a private nuisance and a public nuisance.

Applying Michigan law, explain in detail what the claims are and whether given the facts presented, Paul can establish them.

\*\*\*\*\*THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK II\*\*\*\*\*  
OR IN EXAMPLIFY ANSWER SCREEN 6

GO TO BLUEBOOK III

**QUESTION 7 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK III  
OR IN EXAMPLIFY ANSWER SCREEN 7**

Plumbing Supplies Inc. (PSI) is a wholesaler located in Anytown, Michigan that sells plumbing supplies to local plumbing companies. PSI noticed it had an excessive stock of white plastic pipes. To alleviate this overstock, PSI decided to offer the pipes at a discount to one of its regular customers. The pipes normally cost \$50 per pipe; PSI would sell them at half price.

Sam & Sons Plumbing (SSP) is one of PSI's regular Michigan customers. SSP is a local plumbing company that sells plumbing items (showerheads, water faucets, piping, toilets, etc.) to residential customers and local contractors.

On July 1, 2018, PSI's owner telephoned SSP's owner and offered to sell SSP 250 white pipes for \$25 each to be shipped to SSP in one delivery within the next 30 days. SSP accepted the offer. The telephone call concluded with the parties agreeing that payment would be made after the pipes were delivered and inspected by SSP.

The next day, PSI sent SSP a confirming memo summarizing the previous day's conversation. The memo recited the quantity and all other relevant terms agreed to the previous day. The memo was signed by PSI's owner. SSP's owner received the memo on July 3, 2018, read it, but did not sign it.

On July 15, 2018, PSI shipped 200 white pipes and 50 black pipes to SSP. Upon the delivery, SSP immediately notified PSI that 50 of the pipes were black. It said it had no use for that color of pipes in its business. SSP informed PSI that it was rejecting the entire shipment and would hold the shipment for PSI's removal or other instruction. PSI replied and advised SSP that it intended to correct the error and replace the 50 black pipes with 50 white ones before July 31, 2018. PSI added that, even if it were unable to rectify its mistake, SSP must pay for and keep the 200 white pipes PSI had delivered.

SSP contacts you, its attorney, seeking answers to the following questions under Michigan law:

1. Is there an enforceable contract given that SSP signed nothing evidencing a contract? Why or why not?

**\*\*\*\*\*THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK III\*\*\*\*\*  
OR IN EXAMPLIFY ANSWER SCREEN 7**

2. Assume there is an enforceable contract. Does PSI have a right to correct its mistake? Why or why not?

3. Assume there is an enforceable contract. Is PSI correct that SSP must pay for the 200 white pipes that PSI delivered, even if PSI is unable to rectify its mistake? Explain your answer.

\*\*\*\*\*THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK III\*\*\*\*\*  
OR IN EXAMPLIFY ANSWER SCREEN 7

QUESTION 8 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK III  
OR IN EXAMPLIFY ANSWER SCREEN 8

In early 2012, when their twin sons were eight, Oscar and Ellen Schmidt went through a divorce trial that included a custody dispute. At the conclusion of the trial, the Michigan circuit judge awarded sole legal and physical custody of the boys to Ellen. Oscar was granted "standard" parenting time of every other weekend, shared holidays, and five weeks (non-consecutively) in the summer. The court entered these awards "after full consideration of the appropriate factors in determining the boys' best interest." Judgment was entered in June 2012 after the court found that Ellen prevailed on all factors.

The judgment was not amended for six years and the boys did well under the previously ordered arrangement. With the boys now 14, Oscar has moved the court to change custody and reverse the prior awards by giving him what Ellen was previously awarded and giving Ellen the same parenting time that Oscar was given six years earlier. The grounds for his request are threefold. First, he believes the boys will express a preference to live with him now, in contrast to their expression to the judge before. Second, they are now older, involved more in school sports, and need their father more involved in their life. Third, Oscar has married a woman with two children about the boys' age providing for a better family life than provided by Ellen, who has remained single.

Ellen responds to Oscar's motion by arguing he is not even entitled to a hearing on his motion because he has not made the appropriate demonstration for the court to revisit its prior custody determination. She maintains the boys are "doing just fine" in their present situation and their custodial arrangement should not be upset.

Applying Michigan law, fully explain your answers to the following three questions:

1. What must a party seeking to modify a custody award demonstrate to obtain a hearing to revisit a prior custody determination?

2. Has Oscar made that demonstration?

\*\*\*\*\*THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK III\*\*\*\*\*  
OR IN EXAMPLIFY ANSWER SCREEN 8

3. Would your answer be the same or different if Oscar were simply seeking additional parenting time?

\*\*\*\*\*THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK III\*\*\*\*\*  
OR IN EXAMPLIFY ANSWER SCREEN 8

QUESTION 9 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK III  
OR IN EXAMPLIFY ANSWER SCREEN 9

Paige, a resident of Florida, was vacationing in Michigan when she visited the Daisy Clover Horse Farm (Daisy) in River's End, Michigan. Several horses were available for hourly rental. Paige selected a horse named Cosmo to ride. One of the Daisy employees adjusted Cosmo's saddle and assisted Paige in mounting him. Suddenly, Cosmo reared up on his hind legs, throwing Paige to the ground. As a result, Paige sustained injuries to her arm and shoulder. The Daisy employee who had been assisting Paige apologized and said that Cosmo had reared up on one of his trainers earlier in the week.

Paige filed a lawsuit against Daisy in Michigan in the Wheaton County Circuit Court, alleging that Daisy was negligent in failing to warn her that Cosmo had just been involved in an incident where he suddenly reared up on a rider. Daisy filed a motion for summary disposition, arguing that the court should apply Michigan's Equine Activity Liability Act (EALA), under which an "equine activity sponsor" is not liable for injuries to persons participating in equine activities unless, among other limited (and inapplicable) exceptions, the sponsor "commits an act or omission that constitutes a willful or wanton disregard for the safety of the participant." Thus, under Michigan law, there is no dispute that Daisy would be immune from liability.

In response, Paige argues that Florida's Equine Activity Liability Statute (EALS) should apply because she is a Florida resident and was only visiting Michigan at the time of the incident. Under Florida's EALS, an equine activity sponsor may be held liable for an act or omission "that a reasonably prudent person would not have done or omitted under the same or similar circumstances." Paige argues that Daisy's motion should be denied because there is a genuine issue of material fact as to whether Daisy was negligent.

1. What factors should the court consider in reaching its choice of law decision and what law should it apply?

2. How should the court decide Daisy's motion for summary disposition?

\*\*\*\*\*THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK III\*\*\*\*\*  
OR IN EXAMPLIFY ANSWER SCREEN 9

JULY 2018 MICHIGAN BAR EXAMINATION

ESSAY PORTION

AFTERNOON SESSION



QUESTION 10 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK IV  
OR IN EXAMPLIFY ANSWER SCREEN 10

Charged with murder, Defendant Dapper could not post bond and was remanded to the county jail pending trial. Roughly four months later, defense counsel arranged the night before trial for Dapper to be dressed in street clothes for jury selection. Before jury selection began, Dapper was brought into court in an orange jumpsuit, clearly marked "County Jail." Defense counsel asked where Dapper's trial clothes were, and the deputy responded "well his own clothes are lice-infested and the ones you brought him somehow disappeared."

Trial counsel asked for an hour or so to go out and buy new clothes for Dapper because "I do not want him seen by the jury in jail clothes. It is not proper; his constitutional rights would be violated." The court was unimpressed with defense counsel's request and said, "We are starting now! Request denied." Counsel renewed his objection. The matter proceeded to trial and, on the first full day of trial, Dapper appeared in front of the jury in jail clothes. He was convicted.

On appeal, Dapper claims he was denied his constitutional right to a fair trial by having to appear for trial in jail clothes.

Discuss the constitutional right(s) involved and evaluate Dapper's argument.

\*\*\*\*\*THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK IV\*\*\*\*\*  
OR IN EXAMPLIFY ANSWER SCREEN 10

QUESTION 11 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK IV  
OR IN EXAMPLIFY ANSWER SCREEN 11

After Donald David's 20-something daughter, Misty, got mixed up in an all-night drinking party, she returned home the next morning and told her father that her cell phone was left inside the house where the party had taken place. Misty explained to her father that the men she had been drinking with denied having the phone.

Incensed by what Misty was telling him, David got the address from Misty and then got his semi-automatic pistol for the trip to the house. A convicted felon, David was not legally allowed to have the firearm. Misty hollered at her father, "I don't want the phone, don't go over there." Nevertheless, armed with the weapon, he drove to the house to retrieve the cell phone despite Misty's admonition.

David, on arrival, knocked on the front door of the house. When homeowner Mel answered, David demanded entry, explaining he was Misty's father. Mel responded with choice words, ordering David off his porch. Even more angry, David bull-rushed through the door knocking Mel down and landing on top of him. David began pistol-whipping Mel in the face, screaming "what did you do to my daughter?!"

Mel broke free and ran for the back door of his house, crashing through the sliding glass door, but not before David got off three shots, hitting Mel with two in the back. David was eventually charged with Assault with Intent to Murder and Home Invasion.

David does not dispute these facts and circumstances, but maintains he acted in legitimate self-defense under both Michigan's "Stand Your Ground Law" and the common law. He also maintains that, because he was attempting to retrieve his daughter's phone, he acted under a legitimate claim of right.

Evaluate the potential success of these stated defenses. Explain your answer.

\*\*\*\*\*THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK IV\*\*\*\*\*  
OR IN EXAMPLIFY ANSWER SCREEN 11

QUESTION 12 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK IV  
OR IN EXAMPLIFY ANSWER SCREEN 12

Police received an unverified tip that a man named Michael Metheny was operating a methamphetamine laboratory at his home at 444 Boils Drive, Somewhere, Michigan. Drug Enforcement Task Force members, Smith and Collins, went to Metheny's home between 3:00 and 4:00 in the morning. Collins brought his department-trained canine named Dante. The dog had been trained to detect drugs of many sorts, including methamphetamine. Smith brought along sophisticated surveillance equipment.

On arrival, police and Dante walked up the sidewalk leading to the front door which held a heavy brass knocker and had no windows. It looked to be made of solid steel, a material that could likely thwart Dante's efforts. Police and Dante circled around the house, walking onto the lawn to the driveway and then the side of the house. A thin metal screen door served as a side entrance to the home and had a two-step walk-up porch in front of it. The porch in turn wrapped around the back of the house and held chairs, a table, and a grill. Smith stayed off the porch, keeping his eyes on the open windows. Collins stepped onto the porch and let Dante do his job. Smith readied his surveillance equipment.

Dante ran about the porch area but soon made moves towards the door and then sat down at the door. Coming to rest at the door was a known indication - or alert - that the strongest scent of drugs was at the location where Dante sat.

Collins later sought a search warrant for Metheny's home using as a basis Dante's alert. The warrant was issued and, pursuant to the warrant, police returned later that morning and searched Metheny's home. Methamphetamine was seized along with equipment, packaging, stacks of sorted currency, and a payment ledger indicating dollar amounts as well as quantities purchased.

Metheny was charged with operating a methamphetamine lab. His lawyer moved to suppress the seized evidence claiming when police came onto his property and went to his side door and employed Dante, they violated his 4<sup>th</sup> Amendment protections. The prosecutor responded no 4<sup>th</sup> Amendment activity was conducted by the police activity of coming onto the property and coming to

\*\*\*\*\*THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK IV\*\*\*\*\*  
OR IN EXAMPLIFY ANSWER SCREEN 12

the side door, so suppression was unwarranted absent a 4<sup>th</sup> Amendment violation.

Using 4<sup>th</sup> Amendment principles, indicate which is the better position and why. Fully explain your answer and conclusions.

\*\*\*\*\*THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK IV\*\*\*\*\*  
OR IN EXAMPLIFY ANSWER SCREEN 12

GO TO BLUEBOOK V

QUESTION 13 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK V  
OR IN EXAMPLIFY ANSWER SCREEN 13

Defendant Daniels is awaiting trial in state court on homicide charges in the death of his former business associate, Victor. Daniels and Victor had carried out several business deals - some legitimate, some not - over the past 18 months. Prior to Victor's demise, they were both strong, burly, physically intimidating men. Victor was also well schooled in the use of firearms and both were skilled with knives.

Victor lost his life on a Sunday afternoon spent drinking and arguing with Daniels about a proposed scheme while the two were alone at Victor's fishing cabin in the north woods. According to Daniels, a very angry Victor grabbed a gun and aimed it at Daniels. Fortunately, Victor's shot missed. Daniels, fearing for his life, pulled a knife from his belt and stabbed Victor before Victor could line up another shot.

The prosecution disagrees with Daniels' version of events, particularly because the police found no firearm at the scene that had been fired in the past several months, nor was there residue on Victor's hands that evidenced him having recently fired a gun.

In support of Daniels' theory that he killed Victor in self-defense, Daniels plans to call Victor's twin brother Bob to testify to Victor's reputation for aggression, especially when drinking. Daniels also intends to call Victor's sister, who will testify she cut off all contact with Victor 12 years earlier, after he pulled a gun on her in anger, but didn't fire it.

The prosecutor objects to both evidentiary proffers, complaining both are improper character evidence under Michigan Rules of Evidence 404 (Character Evidence Not Admissible to Prove Conduct; Exceptions) and 405 (Methods of Proving Character).

Analyzing only MRE 404 and 405, answer the following questions and explain your answers:

1. How should the court rule on the MRE 404 objection for each piece of evidence?

\*\*\*\*\*THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK V\*\*\*\*\*  
OR IN EXAMPLIFY ANSWER SCREEN 13

2. How should the court rule on the MRE 405 objection for each piece of evidence?

\*\*\*\*\*THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK V\*\*\*\*\*  
OR IN EXAMPLIFY ANSWER SCREEN 13

QUESTION 14 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK V  
OR IN EXAMPLIFY ANSWER SCREEN 14

On January 1, 2018, Farmer entered into a valid written contract with Buddy containing the following provision: "Buddy has an irrevocable option to purchase Farmer's farm for \$100,000. If Buddy fails to exercise his option by March 31, 2018, the option to purchase terminates."

On January 1, 2018, Farmer also entered into a contract with Mover in which Farmer agreed to pay Mover \$1,000 to move Farmer's animals from the farm to another piece of property on March 1, 2018. Mover's expected costs to provide this service were \$800.

On February 1, 2018, Farmer's niece offered to purchase the farm for \$125,000. Later that same day, Farmer notified Buddy that Farmer intended to accept her niece's offer. Buddy responded that he had already decided he wanted to buy the farm and was now exercising his option to purchase it for \$100,000. Farmer refused to sell the farm to Buddy, stating that market conditions had changed significantly and that Farmer preferred to keep her farm in the family.

Buddy sued Farmer, claiming the contract provided that he could exercise his option any time until March 31. Farmer responded, "But I told you *before* you exercised your option that I made other plans for the farm."

On February 2, 2018, Farmer told Mover that she no longer needed Mover's services, and would no longer pay for them, because she had decided to sell the animals to her niece along with the farm.

**Applying Michigan law:**

1. Evaluate Buddy's and Farmer's arguments and explain what relief, if any, the court should grant.
2. What claims, if any, does Mover have against Farmer, and what relief, if any, should a court grant Mover?

\*\*\*\*\*THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK V\*\*\*\*\*  
OR IN EXAMPLIFY ANSWER SCREEN 14



**QUESTION 15 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK V  
OR IN EXAMPLIFY ANSWER SCREEN 15**

Piper is a well-known top ranked professional tennis player. For three years, Andre had a written agreement with Piper to manage her career. Pursuant to that agreement Andre negotiated several lucrative endorsement contracts on Piper's behalf. During that time, Andre routinely signed contracts for Piper. Andre and Piper's professional association was common public knowledge, and often the topic of media commentary. However, their relationship soured, and in October 2017 Piper and Andre together quietly and legally terminated their agreement without publicity. Nevertheless, one month later in November 2017 and without Piper's knowledge, Andre negotiated a tennis shoe endorsement deal for Piper with Rocket Footwear ("Rocket"), for which Andre collected a monetary percentage of the contract amount from Rocket. Subsequently, but before Piper learned of the Rocket deal, she negotiated her own more lucrative contract with Rocket's competitor, Shooting Star Shoes, Inc. ("SSS"). Rocket wants to bind Piper to the deal that Andre negotiated and signed. SSS was previously unaware of the Rocket deal and wants to terminate its contract with Piper because of her alleged commitment to its competitor Rocket, which would be a violation of the contract. Piper wants to save her contract with SSS and contends that Andre had no authority to bind her to the Rocket deal.

Applying Michigan law, fully discuss whether Rocket Footwear can bind Piper to the contract negotiated by Andre.

**\*\*\*\*\*THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK V\*\*\*\*\*  
OR IN EXAMPLIFY ANSWER SCREEN 15**