

Scott Pearce's
Master Essay Method

Crossover Questions

CROSSOVER APPROACH

Many bar applicants are desperately afraid of crossover questions. You have already seen some questions that have ideas from more than one subject, but now you get a chance to focus on some old essays that test quite a bit of substantive law from at least two subjects. You'll see that these questions are not any more challenging than the other ones you've done.

These questions are the ones in which the wisdom of looking first at the call of the question becomes most obvious. By looking at the call first, you'll often have a clear idea of which subjects are being tested. When a question asks about the parties "rights and remedies," remember that the theory of recovery might come from torts, contracts or property, and remember the basic remedies associated with each of the theories.

Once you have spotted the issues, the way to handle crossover questions is to recall the correct part of your substantive checklist - and then do the same things you've been practicing ever since you started your preparations:

1. Split each issue or rule into elements;
2. Present each element in a separate paragraph.
3. Take care to apply each fact, narrowly and specifically, to the right element.
4. Contrast the different bodies of law being tested, where appropriate.

Students tend to waste time on crossover questions. Remember that the facts are present in order to give rise to testable issues. There usually is a one-to-one correspondence between facts and issues. Don't forget that the points live where the facts and the law touch. Make the connection, then move on to the next issue.

These questions will give you a chance to review the subjects that are tested on the multistate.

As you approach the last couple of weeks before the bar exam, it becomes appropriate to do a little serious memory work. Experts agree that short term memory is best for only about seven to 10 days. That's why it does not make sense to do a lot of memorizing until the last week or so.

REAL PROPERTY - PROFESSIONAL RESPONSIBILITY
Copyright February 1998 - State Bar of California

In 1975, Donna asked her neighbor, Stan, to give her a roadway easement across his property so Donna could have better access to her own property. Stan agreed and asked Len, his lawyer, to prepare a deed granting an "easement for a road 30 feet wide" along a designated path. Len prepared the deed, which Stan signed and instructed Len to give to Donna. Unbeknownst to Stan, Len was also Donna's attorney and had advised her to obtain an easement from Stan.

Stan died that night. Although he was aware of Stan's death, Len gave the deed to Donna the next day. Donna never recorded the deed.

In 1976, Donna constructed a gravel road 15 feet wide along the designated path. Donna continued to farm her land and use the road. She has repaired the road, but not improved it. Stan's son Paul inherited Stan's farm and has never objected to Donna's activities.

In 1997, Donna announced plans to convert her farm to a commercial complex. She now intends to use the road as the complex's main entrance, widening it to 30 feet, paving it, and putting utilities under the pavement.

Paul objects to Donna's plans for the road. A paved road will interfere with his farming. The area is changing and some farms have converted to commercial use, but Paul wants to continue farming.

1. What rights and interests do Donna and Paul each have in the road? Discuss.
2. May Donna, over Paul's objection, carry out her plans for the road? Discuss.
3. Has Len violated any rules of professional conduct? Discuss.

REAL PROPERTY - PROFESSIONAL RESPONSIBILITY
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Outline

- I. Donna and Paul's interests in the road
 - A. Donna
 - 1. Express easement: Deed, delivery and title
 - 2. Statute of Frauds
 - 3. Prescriptive Easement
 - a. Mental element
 - b. Physical element
 - c. Time element
 - 4. Consent
 - B. Paul: rights as inheritor of servient tenement
 - 1. Touch and Concern
 - 2. Intent
 - 3. Notice
 - C. Conclusion
- II. May Donna carry out her plans for the road?
 - A. Donna's plans exceed the scope of the easement.
 - 1. Width of the road
 - 2. Pavement
 - 3. Underground Utilities
 - B. Donna's plans may constitute a nuisance.
 - C. Conclusion
- III. Has Len violated any rules of professional conduct?
 - A. Duty to Disclose
 - B. Duty of Loyalty
 - C. Duty of Competence
 - D. Conclusion: Len is subject to liability for professional misconduct.

CRIMINAL LAW / PROFESSIONAL RESPONSIBILITY
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Dan owns and operates a service which uses bicycle messengers to deliver small packages. Dan also deals in heroin. Some packages delivered by his service contain heroin that Dan has sold to the recipients.

Dan currently employs three messengers, Al, Bill and Craig.

Al has worked for Dan for several months. He has never discussed the heroin sales with Dan, but has covertly inspected some packages and knows that many of them contain heroin. Dan suspects that Al is aware of the heroin and to keep him loyal pays him substantially more than standard messenger wages.

Bill does not know that the packages contain heroin. He suspects that they do, but is indifferent to the content of the packages he delivers. Dan pays Bill standard messenger wages.

Craig is newly hired and does not suspect any illegality. He is also paid the standard messenger wages.

Eventually, worried about his involvement, Bill took a suspicious package to Lex, his family lawyer. Bill did not examine the contents. Instead, he gave the package to Lex and asked Lex to do so. Lex found heroin in the package and resealed it. Without telling Bill what was in the package, Lex gave it back to Bill stating only: "What you don't know can't hurt you."

Dan's scheme was discovered when Craig had an accident and a package containing heroin broke open. Dan, Al, Bill and Craig have been charged with sales and transportation of heroin and conspiracy to transport heroin.

1. As to which, if any, of the defendants would the above facts support conviction of the charged offenses, and on what theory or theories? Discuss.
2. Has Lex violated any rules of professional conduct? Discuss.

CRIMINAL LAW / PROFESSIONAL RESPONSIBILITY

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Outline

- I. Possible Criminal Liability of the Defendants
 - A. Dan
 - 1. Sale of heroin
 - 2. Transportation of heroin
 - 3. Conspiracy to transport heroin
 - B. Al
 - 1. Sale of heroin
 - 2. Transportation of heroin
 - 3. Conspiracy to transport heroin
 - C. Bill
 - 1. Sale of heroin
 - 2. Transportation of heroin
 - 3. Conspiracy to transport heroin
 - D. Craig
 - 1. Sale of heroin
 - 2. Transportation of heroin
 - 3. Conspiracy to transport heroin
- II. Has Lex Violated Any Rules of Professional Conduct?
 - A. Duties to the Profession
 - B. Duties to the Client
 - 1. Lex has violated the duty of competence.
 - 2. Lex has violated the duty of zealouslyness.

CRIMINAL LAW / PROFESSIONAL RESPONSIBILITY

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Answer

I. Possible Criminal Liability of the Defendants

A. Dan

1. Sale of heroin

Dan deals in heroin. He sells the drug to customers and his his messengers deliver it. Dan has no apparent defenses. He will be convicted of this charge.

2. Transportation of heroin

Dan apparently does not personally deliver the heroin he sells his customers. He does pay his messenger employees to deliver the drugs to his customers. Dan will face vicarious liability for the actions of Al, Bill and Craig, even if one or more of them escape criminal liability. Dan is guilty of transportation of heroin.

3. Conspiracy to transport heroin

Conspiracy requires an agreement between two or more people to commit a crime. As discussed below, Al knew he was participating in the heroin trade and was paid substantially more than standard messenger wages. Thus, Dan and Al worked together to violate the law. Dan is guilty of conspiracy to transport heroin.

B. Al

1. Sale of heroin

It is apparent that Al never exchanged money for drugs. Furthermore, Al never discussed the heroin sales with Dan, but Al has covertly inspected some packages and knew that many of them contained heroin. This means he was participating in a criminal conspiracy with Dan to distribute heroin. Al will be vicariously liable for Dan's heroin sale. Al is guilty of sale of heroin.

2. Transportation of heroin

Al delivered packages he knew contained heroin. He has no defense to this charge.

3. Conspiracy to transport heroin

As discussed above, Al and Dan had a tacit agreement in which Dan sold heroin and Al delivered it. Al is guilty of conspiracy to transport heroin.

C. Bill

Bill did not know that the packages contained heroin. Bill suspected they did, but was indifferent to the content of the packages he delivers. Bill was paid standard messenger wages. Bill consulted with Lex, his lawyer, who did not advise Bill that he faced potential criminal charges. These facts are likely to absolve Bill from criminal liability, as discussed below.

1. Sale of heroin

Bill never sold heroin. Although he was suspicious about the content of the packages, he never profited from, nor did he know about, Dan's heroin business. Lex, Bill's lawyer, did not advise him that the package Lex inspected contained heroin and that Bill should quit working for Dan. Bill is innocent of this charge.

2. Transportation of heroin

Bill did deliver packages which contained heroin. At the same time, he did not know the packages contained heroin, and he was indifferent as to their content. He did not get paid extra for his work for Dan, unlike Al. Lex, Bill's lawyer, did not advise him to quit working for Dan. Bill is innocent of this charge

3. Conspiracy to transport heroin

As discussed above, conspiracy requires an agreement between two or more people to commit a crime. Unlike Al, Bill never had any kind of understanding with Dan. Bill is innocent of this charge.

D. Craig

Craig was newly hired when he had an accident and a package containing heroin broke open. Craig is innocent of all charges, as discussed below.

1. Sale of heroin

Craig neither knew of nor suspected any illegality. He did not sell any heroin, nor was he aware of Dan's illegal enterprise. Craig is innocent of this charge.

2. Transportation of heroin

Although Craig did transport at least one package that contained heroin, Craig neither knew nor suspected this fact. He is innocent of this charge.

3. Conspiracy to transport heroin

Craig had no idea that Dan was having his messengers deliver heroin. Craig was paid standard messenger wages. He did not agree with anybody to commit any crime. Craig is innocent.

II. Has Lex Violated Any Rules of Professional Conduct?

Bill asked Lex, his family lawyer, to inspect a suspicious package. Lex found heroin in the package and resealed it. All Lex did after that was give the package back to Bill, stating only: "What you don't know won't hurt you." Lex's conduct will subject him to professional discipline - and Lex may face criminal liability as well.

A. Duties to the Profession

Lex has a duty not to participate in criminal conduct. By resealing the package and returning it to Bill without telling Bill the package contained heroin, Lex became an accessory to heroin sales and transportation. Both the ABA Rules and Code and the California Rules state that a lawyer owes it to the profession not to engage in this kind of misconduct.

B. Duties to the Client

1. Lex has violated the duty of competence.

Lex did not perform his services competently. Bill came to Lex because he was worried about possibly being a participant in heroin sales and transportation. Had Lex been competent, he would have told Bill the package contained heroin, and Lex would have advised Bill to quit working for Dan. Competent advice would have protected Bill from being arrested and prosecuted. Lex will face professional discipline under both ABA and California standards of professional responsibility.

2. Lex has violated the duty of zealotness.

A lawyer must actively protect the interests of his client. By merely returning the package to Bill and telling him "What you don't know won't hurt you," Lex knowingly exposed Bill to running the risk of being arrested and charged with serious felony crimes. Had Lex done the appropriate thing, namely tell Bill that the package in fact did contain heroin, and had Lex advised Bill to quit working for Dan immediately, Bill never would have gotten into trouble. Lex will be subject to discipline under both ABA and California standards for professional responsibility.

EVIDENCE / CIVIL PROCEDURE
Copyright February 1996 - State Bar of California

Dave, owner of a physical fitness center known as "Dave's Gym," is being sued by Paul for negligence. Paul claims that he sustained permanent injuries as a result of an accident caused by faulty equipment supplied by Dave to Paul while Paul was working out at the gym. At the trial by jury, the following occurred:

1. Paul testified that while he was properly using the weight lifting equipment at Dave's gym, the equipment broke, causing his injuries. Proper admissible medical evidence regarding Paul's injuries was introduced. No other evidence was introduced. Paul then rested his case. Dave moved for a judgment as a matter of law (a directed verdict). The court denied the motion.
2. Dave introduced into evidence a fax received by Dave's Gym the day before the alleged accident. The fax recites on its face that it was sent by Paul, and it states that Paul would no longer use his membership at Dave's Gym because he had been injured at work.
3. Dave then called as a witness, William, a trainer at Dave's Gym, who testified that he was the person in charge of the gym the day of the alleged accident and that no one reported to him that any accident occurred on that day.
4. On cross-examination, over Dave's objection, William was asked if he had written in a log book that someone was injured at the gym on the date of the accident. The court permitted the question and instructed the jury that William's answer could be considered for impeachment only.
5. The case was given to the jury. During a break in deliberations, a juror went to a sporting goods store near the courthouse and inspected weight equipment. That juror reported the information obtained to the other members of the jury during deliberations, and these facts came to the court's attention before a verdict was returned. The court advised the parties of the juror's conduct. Dave moved for a mistrial.

Assume that in each of the foregoing instances all appropriate objections were made.

1. Should the motion for judgment as a matter of law described in paragraph 1 have been granted? Discuss.
2. Was the evidence in paragraph 2 properly admitted? Discuss.
3. Was the evidence in paragraph 3 properly admitted? Discuss.
4. Did the court err in permitting the question and instructing the jury in paragraph 4? Discuss.
5. How should the court rule on the motion for mistrial described in paragraph 5? Discuss.

EVIDENCE / CIVIL PROCEDURE
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Outline

- I. Dave's motion for a directed verdict was properly denied.
 - A. Duty and Breach: Res Ipsa Loquitor
 - B. Causation and Damages
 - C. Conclusion
- II. The fax was properly admitted.
 - A. Relevance
 - B. Objection #1: Authentication
 - C. Objection #2: Best Evidence
 - D. Objection #3: Hearsay - Admission of a Party
- III. The trainer's testimony was properly admitted.
 - A. Relevance
 - B. Objection: Hearsay - Business Records Exception
- IV. The cross-examination of William was proper.
 - A. Relevance
 - B. The question was permissible.
 - C. The jury instruction was incorrect.
- V. Dave's motion for a mistrial probably should be granted.
 - A. The court should question the jurors.
 - B. The court may dismiss the juror or declare a mistrial.

CONTRACTS / PROFESSIONAL RESPONSIBILITY
Copyright July 1995 - State Bar of California

In 1991, Lab entered into a written, signed contract with Disposal Specialists Co. (Disco) providing for disposal of Lab's hazardous waste products for 5 years at a cost to Lab of \$40,000 per year. Paragraph 8(d) provides: "Disco agrees to remove the specified waste products from the Lab site within 48 hours of being notified that Lab's waste containment vessel is 80% filled."

At 4:30 p.m. on Friday, May 26, 1995 Lab notified Disco that the waste containment vessel was 90% full and that it was important that it be emptied. The Disco manager responded that the waste could not be picked up until the following Tuesday because the Memorial Day holiday was to be observed on Monday, May 29. Disco emptied the container on early Tuesday morning, but Lab's work was interrupted because, until then, the container was completely full. As a result, Lab incurred losses of \$9,000.

On June 10, 1995, Lab informed Disco that it was terminating the contract because of the delayed pickup. In reply, Disco's manager asserted that the 48 hour deadline did not apply over holiday weekends and that he had mentioned this during the 1991 contract negotiations. In fact, Disco has gone beyond the 48 hour period on at least four holiday weekends during the last 3 years without complaint from Lab, and, twice, the Lab waste manager has approved a holiday weekend pickup that was 96 hours after notice. Disco's manager threatened to sue if Lab tried to terminate the contract.

The Lab waste manager tells Lab's attorney that Disco has committed criminal violations of environmental laws in its waste disposal operations and that he expects the attorney to use this information to convince Disco to agree to cancel the contract.

1. Is Lab entitled to terminate the contract with Disco? Discuss.
2. What ethical issues arise from Lab's request that its attorney use the information regarding Disco's violations of environmental regulations to encourage Disco not to press its contract claim? Discuss.

CONTRACTS / PROFESSIONAL RESPONSIBILITY
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Outline

- I. Is Lab entitled to terminate the contract with Disco?
 - A. Paragraph 8(d) of the Lab - Disco agreement is at the heart of the dispute.
 - B. The Parol Evidence Rule - Integration
 - C. Waiver
 - D. Lab did not perform according to the requirements of Paragraph 8(d).
 - E. Disco's breach is minor.
 - F. Conclusion

- II. Ethical issues arising from Lab's request that its attorney threaten Disco about its alleged environmental criminal misconduct.
 - A. The threat of criminal prosecution:
 - B. The duty to exercise independent legal judgment:
 - C. Conclusion

EVIDENCE - REAL PROPERTY
Copyright February 1988 - State Bar of California

Owen died in 1986. Shortly thereafter, the executor of his estate filed a complaint against Allen to recover possession and to quiet title to Blackacre as an asset of Owen's estate. Blackacre consists of 100 wooded acres of foothill land situated 50 miles from a growing city. Allen raised all appropriate defenses and counterclaims. A statute in the jurisdiction provides that an action for recovery of real property "must be commenced within 10 years after the cause of action shall have accrued."

At trial, the executor established that Owen took title to Blackacre in 1955 and that record title has remained in his name ever since. Allen attempted to testify that while he and Owen were camping on Blackacre in 1975, Owen said, "I'm giving you this 100 acres as a college graduation present. From now on it's yours." The court sustained an objection to this testimony saying, "It's hearsay and the witness is incompetent to testify to such matters anyhow."

Allen was able to establish that he stayed on Blackacre after the camping trip, cleared some of it, built a cabin and barn, did some fencing, and paid the taxes. He raised sheep which grazed over the entire 100 acres. In 1979, Allen left Blackacre to attend graduate school in another state. However, before leaving he leased Blackacre in writing to Shepard for three years. Shepard also raised sheep on Blackacre. At the end of Shepard's lease in 1982, Allen returned to Blackacre and has lived there ever since.

In 1981, Owen hired surveyors to lay out a recreational subdivision on Blackacre. They were on the land about three weeks taking measurements and placing markers, but nothing further was done after they left.

Judgment in the trial court was in favor of the executor of Owen's estate.

Was the trial court correct in excluding Allen's testimony of his 1975 conversation with Owen? Discuss.

Was the trial court's judgment in favor of Owen's estate correct? Discuss.

EVIDENCE - REAL PROPERTY
Copyright February 1988 - Scott F. Pearce, Esq.
Outline

- I. Allen's Testimony Should Have Been Admitted.
 - A. Relevance: It supports Allen's Adverse Possession Claim.
 - B. Objection: Hearsay
 - 1. The statement is not hearsay.
 - a. effect on the listener
 - b. act of independent legal significance
 - 2. Hearsay exception: declaration against interest
 - C. Objection: Allen's competency
 - 1. The Federal Rules abolished the deadman's statute.
 - 2. Allen is competent.
- II. The Trial Court's Judgment in Favor of Owen's Estate Was Incorrect.
 - A. Allen Has a Valid Claim Via Adverse Possession.
 - 1. Physical Presence: cleared land, raised sheep, paid taxes
 - 2. Mental Hostility: claimed land, was landlord
 - 3. Time Element: Allen had it long enough.
 - B. Allen Can Also Establish a Contract Claim to Blackacre, Based on Detrimental Reliance.

CRIMINAL LAW AND PROCEDURE - EVIDENCE
Copyright July 1986 - State Bar of California

Ace and Bert needed cash quickly. They offered to sell Chuck a watch which Bert told Chuck was worth \$250 but was stolen and therefore would be sold for only \$25. Chuck believed Bert, gave him the \$25, and received the watch. Both Ace and Bert knew that the watch was not stolen and that its retail value was \$25.

Chuck found out that the watch was worth only \$25 and reported the incident to the police. The police obtained arrest warrants and arrested Ace, Bert and Chuck. Each was advised at the time of his arrest that: "Anything you say can and will be used against you in court; you have the right to consult with counsel prior to questioning; and if you are unable to afford counsel, a lawyer will be appointed for you." None of the three made any statement at the time of arrest. Later at the police station when the booking officer, a neighbor of Ace, asked Ace why he was there, Ace stated that he and Bert had "conned" Chuck into buying a watch by telling Chuck that because the watch was stolen, Ace and Bert were selling it to him "cheap."

Ace and Bert were charged with theft. Chuck was charged with attempt to receive stolen property. The three were tried together after the court denied motions by each for severance. Ace's statement was admitted at trial over the objections of each defendant, and each was convicted as charged.

1. Did the court err in admitting Ace's statement:
 - a. Against Ace? Discuss.
 - b. Against Bert? Discuss.
 - c. Against Chuck? Discuss.

2. Would proof of the conduct described above be sufficient to sustain the convictions of:
 - a. Ace and Bert for theft? Discuss.
 - b. Chuck for attempt to receive stolen property? Discuss.

CRIMINAL LAW AND PROCEDURE - EVIDENCE
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Outline

- I. Did The Court Err In Admitting The Statement?
 - A. Ace's Statement Used Against Ace:
 - 1. Relevance:
 - 2. *Miranda*:
 - a. Custodial Interrogation:
 - b. The booking officer knew Ace.
 - 3. Hearsay:
 - B. Ace's Statement Used Against Bert:
 - 1. Bert has no standing to contest *Miranda*.
 - 2. Hearsay:
 - 3. 6th Amendment Right To Confront:
 - C. Ace's Statement Used Against Chuck:
 - 1. Ace has no standing to contest *Miranda*.
 - 2. Hearsay:
 - 3. 6th Amendment Right To Confront:
- II. Is The Evidence Sufficient To Sustain Criminal Convictions?
 - A. Ace and Bert are charged with theft.
 - B. Chuck is charged with attempt to receive stolen property.
 - 1. Attempt is a specific intent crime.
 - 2. Chuck's mistake of fact defense:

CONTRACTS - CIVIL PROCEDURE
Copyright July 1984 - State Bar of California

Fred is the owner of Fieldacre, a farm and residence located in State F valued at \$200,000. Sam, Fred's son, is owner of Snowacre, undeveloped pasture land in State S valued at \$25,000.

Fred asked Sam if Snowacre has access to water. Sam replied that he believed there was an underground water source which could be developed. Fred said that, in such event, he could use Snowacre to pasture cattle and that he wanted Sam to have Fieldacre so Sam could raise Fred's grandchildren on a farm.

On May 1, 1984, Fred offered in writing to deliver to Sam a deed to Fieldacre in exchange for Sam's delivery to Fred of a deed to Snowacre. The offer concluded with the statement: "This offer will remain open until June 1, 1984," and was signed by Fred.

On May 10, 1984, Sam refused an offer from Rob to purchase Snowacre for \$35,000. On May 25, 1984, Fred withdrew the offer he had made to Sam, stating that he had discovered that there was no water source accessible to Snowacre. On May 28, 1984, Sam delivered to Fred a written acceptance of Fred's offer, together with a deed conveying Snowacre to Fred.

Sam brought suit in State S alleging a contract for the exchange of Snowacre for Fieldacre and his timely delivery to Fred of a deed to Snowacre. He seeks specific performance of Fred's promise to deliver a deed to Fieldacre. Fred made a general appearance in the State S action.

1. Does the State S court have jurisdiction to grant the relief requested? Discuss.
2. What other issues should Fred raise in defending the action and how should the court rule on each of them. Discuss.

CONTRACTS - CIVIL PROCEDURE
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Outline

- I. Does the State S court have jurisdiction?
 - A. Jurisdiction over Fred? - Yes, personal jurisdiction because of Fred's general appearance.
 - B. Jurisdiction to order specific performance re: Fieldacre?
 - 1. No in rem jurisdiction over Fieldacre, but:
 - 2. The State S court can enforce specific performance with its contempt power - or -
 - 3. Sam can sue in State F and get full faith and credit.
 - C. Conclusion

- II. Fred's other issues in defense:
 - A. Defenses to contract liability:
 - 1. Was the offer still open?
 - a. Was it an option contract?
 - 1. No consideration
 - 2. Sam's detrimental reliance: refusal of Bob's offer
 - 2. Did the contract lack consideration?
 - 3. Was there a mistake? (no water for Snowacre)
 - a. Mutuality
 - b. Materiality
 - B. Specific Performance
 - 1. Inadequate legal remedy
 - 2. Definite and certain contract
 - 3. Feasibility of enforcement
 - 4. Mutuality
 - 5. Defenses: mistake and hardship
 - C. Conclusion - Fred wins

REAL PROPERTY - CONTRACTS
Copyright July 1982 - State Bar of California

Andrew and Barry owned adjacent lots, each fronting on a busy public road. The conveyances by which each acquired his lot were duly recorded. On several occasions they discussed forming a partnership to construct a building on their properties in which to operate a restaurant. However, they never reached any agreement to proceed.

In January, 1981, Andrew sent a letter to Barry stating that he had decided to proceed by himself to construct a building and operate a restaurant on his lot. Andrew offered in the letter to pay Barry 250 per month for the use of Barry's lot "for customer parking for five years, should the restaurant be successful for that period."

Upon receipt, Barry glanced at the letter and assumed that it referred to a partnership agreement. He wrote on the letter "OK with me," signed his initials, and mailed the letter back to Andrew.

Andrew constructed a large restaurant on his lot at considerable expense, leveled, installed drainage in, and paved Barry's lot for use for restaurant parking. The restaurant opened in October, and cars filled the front of Barry's lot on many evenings. One such car belonged to Charlie, who was a frequent customer at the restaurant. In early December Charlie purchased the lot and improvements from Barry and built a fence around the lot. He has since refused to allow Andrew to use the lot for restaurant parking. Thereafter, Charlie returned Andrew's payment checks uncashed.

What rights does Andrew have, and to what relief, if any, is he entitled:

1. Against Barry? Discuss.
2. Against Charlie? Discuss.

REAL PROPERTY - CONTRACTS
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Outline

I. Andrew v. Barry

- A. Contract Formation
- B. Defenses to Formation
 - 1. Barry did not read Andrew's letter.
 - 2. The contract is illusory.
- C. Breach: Barry sold the improved lot to Charlie.
- D. Remedies: Damages, Restitution
- E. Conclusion

II. Andrew v. Charlie

- A. Lease
- B. Easement
- C. License
- D. Remedies
 - 1. Damages
 - 2. Restitution
 - 3. Equitable Relief
- E. Conclusion