

BOARD'S WRITTEN TEST

MARYLAND BAR EXAMINATION

Tuesday, February 27, 2018

Morning Session - 3 Hours

**The Multistate Performance Test is printed in a separate booklet.
Questions 1, 2, and 3 are printed in this booklet.**

IMPORTANT PROCEDURES

- 1. Sit in your assigned seat.** Occupy the place marked with the seat number assigned to you by the State Board of Law Examiners. Scores will be assigned by seat number, and no names shall appear on the answer booklets. If you are hand writing, check each of your answer booklets at once to be sure that each bears your seat number. If you find a discrepancy, immediately contact a proctor for assistance.
- 2. Write or type each answer in the book or answer field designated for the question.** The morning session of the Board's Written Test has the Multistate Performance Test (MPT) and three essay questions numbered one through three. There is a separate answer booklet/answer field for the MPT and each numbered question. One team of graders scores all of the answers to a single question. Hence, your answer to a question will not be seen by the grading team and will not be graded unless it appears in the proper booklet or answer field.
- 3. Allocate the suggested writing time as you desire.** Each numbered essay question is intended to carry equal weight in the final grade. The MPT carries one and a half times the weight of an essay question. The suggested time to answer each essay question is 25 minutes. The suggested time to answer the MPT is 90 minutes. **Although these suggested times total 2 hours 45 minutes, you will have 3 hours to work on the morning session. You may allocate the difference (15 minutes) in any manner you deem appropriate.**
- 4. Handwriters will be allowed one answer booklet for each question.** Begin each answer at the top of a page. Do not copy the questions. Use one side of the page only until you have filled the booklet. Then turn the booklet over and write from back to front if you need more pages. **Do not tear pages from your booklets.** You also may use your test questions (including the MPT) and statutory extract for scratch work.
- 5. Develop your reasoning fully and write legibly.** The Board will not grade an illegible answer. Print your answers if your handwriting is difficult to read.
- 6. Obtain Board Staff assistance at the end of the test session if you write an answer in the wrong booklet or type in the wrong answer field.** Do not waste testing time trying to fix the administrative mistake. **When the morning test session concludes, you will be given an opportunity to have the Board's Staff assist you in correcting the problem. Thereafter, any answer appearing in the wrong booklet or field may not be graded.**
- 7. You must turn in all test answer booklets, scratch workbooks, and the MPT Question Book to your proctor.**
- 8. You may keep the Board's essay test questions and statutory extract when testing ends.**

QUESTION 1 (Tan Answer Book/Tan SofTest™ Header)

(25 minutes)

Brenda and Sandra executed a Contract of Sale on August 1, 2017, whereby Sandra agreed to sell and Brenda agreed to buy building lots on Coldcreek Lake in Garrett County, Maryland. The Contract of Sale was prepared by a duly licensed real estate broker, acting on behalf of Sandra. The purchase price under the contract was \$500,000, of which \$20,000 was to be paid upon execution of the contract and the balance at settlement which was to occur on or before November 1, 2017.

The property was described as 50,000 square feet and was said to consist of five lots as shown on “the attached plat.”

The attachment was a hand drawn sketch prepared by realtor’s employee, which showed the lots and said at the bottom “50,000 square feet.”

No survey of the property was made by either party and the hand drawn plat showed that the seller was retaining a half-acre portion of the property adjacent to the numbered lots.

On September 5, 2017, the real estate agent notified Brenda that Sandra could not convey 50,000 square feet as required by the contract, but instead was 1,000 square feet short of that amount. On September 15, 2017, Brenda furnished the broker with a cashier’s check for \$20,000 to replace the previous deposit check that had been dishonored.

Brenda then requested her architect to determine what effect the square foot shortage would have on the building she proposed to erect on the property. On October 1, 2017, Brenda received the architect’s report, which indicated that the proposed building would no longer be profitable because she would lose a whole strip of parking spaces, which by ordinance, would reduce the size of her building in as much as the size of the building was directly related to the number of parking spaces that could be provided. Brenda decided that she could no longer consummate the transaction.

Final settlement was never scheduled, and no deed was ever tendered by the Seller. After the closing date proposed in the original contract, Brenda demanded a refund of her deposit. Sandra refused the demand. Brenda files suit in the Circuit Court for Garrett County.

As a result of being sued by Brenda, Sandra files a counter suit.

- A. What remedy should be pursued on Brenda’s behalf, and what should she allege?**
- B. What remedy should be pursued on Sandra’s behalf, and what should she allege?**
- C. Who should prevail? Explain fully.**

AN EXTRACT HAS BEEN PREPARED FOR YOUR USE IN ANSWERING QUESTION 2. IT HAS BEEN PRINTED SEPARATELY. IF YOU DID NOT RECEIVE A COPY OF THE EXTRACT, PLEASE CONTACT YOUR PROCTOR AND OBTAIN A COPY BEFORE ANSWERING THE QUESTION.

QUESTION 2 (Green Answer Book/Green SofTest™ Header)
(25 minutes)

On August 1, Alpha Widgets, a business that sells new and used widgets and widget equipment, borrowed \$100,000 from Beta Bank. To secure its obligation to repay the loan, Alpha Widgets signed an agreement granting Beta Bank a security interest in “all the inventory of Alpha Widgets, whether now owned or hereafter acquired.”

On August 5, Beta Bank filed a financing statement in the appropriate state office. The financing statement listed Alpha Widgets as debtor and “inventory” as collateral. Over the next month, Alpha Widgets entered into the following transactions:

(a) On August 10, Alpha Widgets sold a new widget to Consumer for \$1,500. The sale was made in accordance with the usual business practices of Alpha Widgets. Both parties acted honestly and in accordance with reasonable commercial standards of fair dealing, and Consumer was unaware of the financial relationship between Alpha Widgets and Beta Bank.

(b) On August 15, Alpha Widgets traded a used widget to Student for a used computer that Student no longer needed. Alpha Widgets immediately began using the computer in its business.

(c) On August 31, Alpha Widgets bought 100 new widget accessories from Manufacturer. The sale was on credit, with payment due in 15 days. The written sales agreement, signed by Alpha Widgets, stated that Manufacturer retains title to the accessories until Alpha Widgets pays their purchase price to Manufacturer. No financing statement was filed. None of the widget accessories has been sold by Alpha Widgets.

Alpha Widgets has not paid its utility bills for several months. On September 29, Utility obtained a judgment in the amount of \$2,500 against Alpha Widgets and, pursuant to state law, obtained a judgment lien against all the personal property of Alpha Widgets. Alpha Widgets is in default on its repayment obligation to Beta Bank, and it has not paid the amount it owes to Manufacturer. Beta Bank claims a security interest in all the widgets and widget accessories owned by Alpha Widgets, the widget bought by Consumer, and the computer obtained by Alpha Widgets in the transaction with Student. Manufacturer claims an interest in the widget accessories, and Utility seeks to enforce its lien against all the personal property of Alpha Widgets.

A. As between Beta Bank and Consumer, which has a superior claim to the widget sold to Consumer? Explain.

B. As between Beta Bank and Utility, which has a superior claim to the used computer? Explain.

C. As among Beta Bank, Manufacturer, and Utility, which has a superior claim to the 100 widget accessories? Explain.

QUESTION 3 (Yellow Answer Book/Yellow SofTest™ Header)
(25 minutes)

Wilma was shot and killed in her Pasadena, Maryland, home on Thanksgiving Day, 2017. Neighbor heard the shot and called the police. When the police arrived, Wilma's husband, Harry, was not in their home. He was later found at a Thanksgiving church service located two blocks from the house. Harry was arrested and charged with murder.

At the February 2, 2018 trial in the Anne Arundel County Circuit Court, the prosecutor sought to offer the following testimony/evidence in its case in chief, over defense counsel's objections:

- a. Testimony of the Neighbor that the very week he moved into his home in 2014, he heard constant arguments between Harry and Wilma regarding Wilma's cheating;
- b. Testimony from Harry's pastor that Harry told him in confidence around the time of the shooting that his wife was in "a good place" and "at peace;" and
- c. Evidence of Harry's January 31, 2018 conviction for assault in the second degree against a co-worker that occurred in the fall of 2017.

How should the Court rule on these objections, and why?