

MEE Question 1

Aldo, Belinda, and Carlos are equal partners in a general partnership that owns and operates a trash collection company in State A. They have no written partnership agreement. The three partners meet periodically to discuss the partnership's business, but they do not hold formal partner meetings.

Aldo manages the partnership's day-to-day operations. Belinda, who is an accountant, keeps the partnership's books and records. Carlos owns a landfill where the company dumps its trash collections.

Aldo contracted to purchase an all-electric garbage truck for the partnership for \$100,000 from a truck dealership that had previously sold garbage trucks to Aldo for the partnership. All-electric garbage trucks, which are more fuel-efficient than gas-powered trucks, have become common in the trash collection business. A gas-powered truck similar to what the partnership had been using would have cost only \$60,000. Aldo purchased the truck in the partnership's name, using \$30,000 of his personal funds as a down payment. Carlos believes that Aldo wasted money buying an all-electric truck because fuel costs had never been a problem for the partnership. Carlos is particularly concerned because the balance of the purchase price (\$70,000) is due in six months, and the partnership does not have sufficient funds to pay the bill. Belinda and Carlos never authorized Aldo to purchase the all-electric truck and did not ask him to advance his own money for the down payment.

Aldo spends about twice as much time conducting the partnership's business as Belinda and Carlos do. Aldo has demanded that the partnership pay him for the value of his services, although there is no express agreement that any of the partners should be compensated for their services.

Five years ago, the partnership purchased a 500-acre tract of land in State B zoned for residential use only, as a long-term speculative investment. Last month, Aldo, purporting to act on behalf of the partnership, contracted to sell the land to a developer. The developer knew that the partnership operated its trash collection business only in State A and did not operate any business in State B. When Carlos heard what Aldo had done, he immediately told Aldo that the sales contract was not binding on the partnership because Carlos had not agreed to the making of the contract. Aldo, however, believes that he had the power to sign the contract for the partnership because Belinda had also agreed to the sale even though Carlos had not.

1. With respect to Aldo's purchase of the all-electric garbage truck:
 - (a) Is the partnership bound on the purchase contract? Explain.
 - (b) Assuming that the partnership is bound, is Carlos liable for any part of the unpaid balance of the purchase price? Explain.
 - (c) Assuming that the partnership is bound, is Aldo entitled to reimbursement from the partnership for the down payment he made on the truck? Explain.

2. Is Aldo entitled to be paid for the value of all or part of his services to the partnership? Explain.
3. Is the partnership bound on the sales contract for the land? Explain.

MEE Question 2

On July 1, a restaurant owner was arrested and charged with arson after a June 1 fire destroyed his failing restaurant.

The prosecutor plans to call a bartender to testify at trial. The bartender had worked at the owner's restaurant and is expected to testify as follows:

The owner fired me at the beginning of May, a few weeks before the fire. On April 23, before I was fired, I showed up at the restaurant a little early for my shift. The owner was talking on the phone when I arrived. As I walked in, I heard him say, "I know it's risky, but I'll do whatever it takes to get back some money from this lousy restaurant." When I came to the restaurant after I was fired to pick up my final paycheck, I overheard one of the waiters telling the owner, "Count me in on your plan to burn down the restaurant. I've recently done that sort of thing and haven't been caught."

The prosecutor also plans to introduce a written and certified report prepared by a police arson investigator on August 1. The arson investigation report states:

This arson investigation report was prepared to assist in determining the cause of the June 1 restaurant fire and in developing evidence relevant to the pending prosecution of the owner for arson. Pursuant to investigation of the interior and exterior of the premises, I have concluded that the fire began inside the restaurant, where I detected the presence of fire accelerants. The possibilities of a naturally occurring or accidental fire, electrical fire, or gas fire have each been eliminated using a range of tests and reconstruction models. Based on my training as an arson investigator, I conclude that the fire did not occur accidentally and that the use of fire accelerants inside the structure caused the fire to spread quickly and increased the extent of the damage.

The bartender is available to testify at trial, but the waiter is unavailable because he fled overseas after learning that he was under investigation for arson, and the court cannot compel him to attend the trial or otherwise testify. The arson investigator is unavailable to testify at trial because he has died, but the prosecutor plans to introduce the arson investigation report through the testimony of an expert witness, an out-of-state arson investigator who did not participate in the arson investigation.

The jurisdiction's rules of evidence are identical to the Federal Rules of Evidence, and the jurisdiction affords criminal defendants no greater rights than those mandated by the federal Constitution. The owner has objected to all the proffered evidence mentioned above on the grounds of hearsay. The owner has also raised a constitutional objection to the introduction of the arson investigation report.

1. Should the judge allow the bartender to testify about what he overheard the owner saying on the phone? Explain.

2. Should the judge allow the bartender to testify about what he overheard the waiter saying to the owner? Explain.
3. Should the judge admit the certified arson investigation report in light of
 - (a) the owner's hearsay objection? Explain.
 - (b) the owner's constitutional objection (assuming that the hearsay objection is overruled)? Explain.

MEE Question 3

A father and mother divorced last year after a 12-year marriage. At the time of their divorce, they lived in State A. They were both 41 years old, each had a college education, and they had two children, ages 11 and 9.

The divorce court in State A, among other things,

- (a) awarded the mother sole custody of the two children;
- (b) ordered the father to pay the mother a total of \$4,000 per month in child support;
- (c) ordered the father to pay the mother \$3,000 per month in spousal support for five years; and
- (d) ordered an equitable division of the couple's property, such that after the division each of them wound up with \$80,000 and a car.

Following the divorce, the mother continued to live in State A with the children. Before the divorce, she had been working full-time for \$28,000 per year at a day-care center. Five months after the divorce, however, she had a heart attack, forcing her to cut back her work. As a result, her annual pay was reduced to \$7,000. Her doctor recommends that she not resume full-time work, because full-time work and caring for the children and the home would be too stressful.

For the first five months after the divorce, the father paid the mother the full amount he owed for child and spousal support. Shortly thereafter, he was terminated from his \$150,000-per-year job because of company downsizing. He received a lump sum severance payment of \$75,000. When he was terminated from his job, he stopped paying child and spousal support.

He then decided to move to State B, in part because he hoped he could avoid paying anything to the mother and in part because the job prospects in State B were better. He transferred all his bank accounts to banks in State B. The father is currently unemployed. However, he has had several job interviews in State B, and market conditions make it likely that he will eventually find a job comparable to the one he had in State A.

The mother has brought an action in a State B court to collect child and spousal support from the father. She claims that the spousal support obligation should be increased to \$4,500 per month because she is in poor health and cannot resume full-time employment. She also asks that the spousal support be extended for an additional five years.

The father claims that the State A child support order is no longer effective and cannot be enforced because he has moved to State B. In the alternative, he claims that his child support obligation should be reduced from \$4,000 to \$2,000 per month because of his current unemployment. In addition, he asks that this reduction be made retroactive to the date he lost his job. He also opposes any increase in his spousal support obligation.

Neither party's expenses have changed since the time of the divorce judgment. Both State A and State B are in compliance with federal law concerning the enforcement of child support orders.

1. Is State B required to enforce the State A child support order? Explain.
2. Does the State B court have jurisdiction to modify the father's child support obligation? Explain.
3. Without regard to jurisdictional issues, how should a court rule on the father's requests to reduce his child support obligation and to make the reduction retroactive? Explain.
4. Without regard to jurisdictional issues, how should a court rule on the mother's request for an increase in and extension of the spousal support obligation? Explain.