FEBRUARY 2015

INSTRUCTIONS FOR THE

ILLINOIS ESSAY EXAMINATION

(90 Minutes)

The Illinois Essay Examination consists of the 3 questions contained in this booklet. You are required to answer all 3 questions.

Laptop users – Be sure to type your answers in the correct fields. Type the answer to Question 1 in the field for Question 1; then advance to the field for Question 2 before typing the answer to Question 2, etc. Be aware that you will be limited to 4,600 characters for each answer. Scratch paper for notes and outlining is being provided and will be collected at the end of the exam.

Handwriters – You have been provided with 3 answer booklets that are numbered to correspond to the 3 questions. Be sure to write each answer in the correct answer booklet and confine the answer to that booklet. There is no cover to the answer booklet – begin your answer on the front page. Write your answer on the printed lines only, and do not exceed one handwritten line per printed line. Portions of answers that exceed these limitations will be disregarded by the Board. The printed lines are on one side only. The back sides of any pages may be used for notes and outlining. Do not remove pages from or disassemble any booklet. Answer booklets must be intact when handed in.

(Questions begin on next page)

1. Sumatra, an island in western Indonesia, was a maritime powerhouse and coastal trading center 1,300 years ago. Artifacts depicting the life of Dhaksa, a Sumatran king of this era, are historically important and valuable.

Conman, an art swindler based in New York City, recently spent $50,000 on a stone carving depicting the coronation of King Dhaksa. He understood that the detailed carving was approximately 200 years old with no actual connection to ancient Sumatra. Conman was sufficiently impressed by the looks of the carving that he made no effort to learn more about the actual origin or real value of the sculpture, nor where the seller – a man from Indonesia whom Conman knew to be unscrupulous – had gotten the stone. Conman dubbed his acquisition the "Sumatra Stone" and marketed it to unwitting clients in the U.S. as a 1,300-year-old masterpiece.

Art connoisseur Sam collects Sumatran artifacts and other rare art. Following negotiations in New York City, Sam and Conman entered into a written contract (the "Agreement") governing Conman's sale of the Sumatra Stone to Sam for $500,000. Immediately after signing the Agreement, Sam wired the full purchase price to a bank account designated by Conman. Before Conman had shipped the Sumatra Stone from New York to Sam's home in Chicago, Sam announced her acquisition of the Sumatra Stone on a social media website.

Within days of publicizing her purchase, Sam was contacted by an archaeologist who is internationally known as an expert on ancient Sumatra. Sam gave the expert access to the high definition videos that she had taken of the Sumatra Stone while in New York City negotiating the Agreement. After the expert had analyzed the videos, he used his webpage to congratulate Sam on her purchase of

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what he described as a "remarkably well preserved link to ancient Sumatra" and an "important artifact, worth at least $1,000,000, which is the only known contemporaneous depiction of King Dhaksa's coronation."

Conman read the expert's webpage hours later and immediately offered the expert $5,000 to fly to New York City to examine the Sumatra Stone itself. The expert's in-person examination confirmed his belief that the artifact was a one-of-a-kind, 1,300-year-old masterpiece.

Furious that he had not realized the actual value of the Sumatra Stone, Conman informed Sam by phone that she would have to pay an additional $500,000 for the Sumatra Stone. Sam refused to pay more and demanded that Conman perform as required under the Agreement. Conman refused.

Sam hired a lawyer and filed a complaint in the Chancery Division of Cook County Circuit Court seeking to compel Conman to relinquish the Sumatra Stone.

(a) Can Sam compel Conman to relinquish the Sumatra Stone? Explain your answer.

(b) What type of equitable relief is most appropriate for Conman to pursue in an attempt to void his sale of the Sumatra Stone based on his failure to appreciate the artifact's actual value? Explain your answer.

(c) What two arguments could Sam use to defeat Conman's attempt to use the equitable remedy identified in your response to question (b) above? Explain your answer.

(Question continued on next page)

2. Jill, a team building consultant, designs corporate games tailored to her clients. On November 15, 2013, Jill entered a written agreement (the "Agreement") with 3-D Printing Company ("3-D") based in Franklin Park, Illinois, to design a series of maze games for 3-D's employees. The Agreement stated that Jill would prepare three mazes and submit the designs for 3-D's approval before January 15, 2014. Upon approval, Jill would fabricate the mazes in her workshop and bring them to a 3-D company retreat. The Agreement required Jill to set up the mazes at the retreat and direct 3-D's employees in the running of the maze games. The Agreement provided that Jill would receive $10,000 for the mazes, that she would be paid at the conclusion of the retreat, and that her payment would not be reduced by Social Security contributions or other taxes.

Jill drafted the mazes and submitted the designs to 3-D on January 10, 2014. She received 3-D's approval and constructed the mazes.

3-D scheduled the retreat for February 16, 2014, at the Prairie Inn (the "Inn") in Chicago. Designed in 2011 to resemble the "Prairie Style" of architecture, the Inn had a two-story, central staircase with a safety railing that was only 36 inches above each step, instead of the 48 inches required by a 1985 Chicago ordinance enacted to prevent people from toppling over stairway railings. The desire for strict adherence to Prairie Style design resulted in the builder and owner of the Inn, Prairie Revival, Inc. ("PRI"), ignoring certain modern safety requirements.

On the day of the 3-D retreat, Jill slipped while walking down the Inn's central staircase on her way to directing the maze games. Jill instinctively reached for support as she began to fall forward on the stairs and inadvertently transferred much of her weight onto

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Dave, a professional golfer who was visiting Chicago to promote a line of golf clubs. The force of Jill bumping into Dave pushed Dave over the safety railing and onto the floor 10 feet below. Dave suffered a broken right shoulder blade and incurred medical bills of $35,000. In addition, he lost $100,000 of income during his seven-month recovery and rehabilitation. Jill, however, caught herself on the safety railing and was not injured.

On October 24, 2014, Dave's lawyer filed a common law negligence action against Jill (Count 1), 3-D (Count 2), and PRI (Count 3), seeking $300,000 for economic/pain-and-suffering damages. Each defendant was represented by a different law firm. Counsel for PRI filed a Section 2-615 motion to dismiss Count 3, citing the Moorman doctrine, which the court denied.

(a) Limiting your analysis to the confines of respondeat superior, does this principle allow or prevent Dave's attempt to recover from 3-D for his injuries? Explain your answer.

(b) Did the court err by denying PRI's motion to dismiss Count 3? Explain your answer.

(c) During the litigation related to Count 3, what use can Dave make of the 1985 Chicago ordinance? Explain your answer.

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3. Solar Vehicle Partners ("SVP") purchased five solar-powered cars as part of a business venture. SVP intended to lease the "SunCars" to Chicago celebrities to create market buzz for its plan to open SunCar dealerships in Chicago. With the proper pitch, SVP believed it could convince five Chicago celebrities to become solar car trendsetters.

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SVP required that each celebrity pay to lease a SunCar and offered in exchange a monthly "Exposure Payment" or "X-Pay" that could partially offset the lease payments. SVP prepared a boilerplate contract (the "Contract") that required the celebrity leasing the SunCar ("Lessee") to pay the SunCar owner ("Lessor") $1,000 per month for two years. Each Lessee was also required to pay a fee of $5,000 when signing the lease, which would be refunded if Lessee did not receive a SunCar within 30 days of signing. The Contract's X-Pay clause provided that "Lessor will pay Lessee $500 a month in revenue sharing payments if Lessee references the use of his/her SunCar at least 10 times a week on Twitter, Facebook, or a major Chicago television or radio station. The Contract's "Independent Duty" clause stated that Lessee must make his/her $1,000 monthly payments regardless of whether Lessee received X-Pay from Lessor. The Contract did not mention SVP by name, but simply read "the Lessor is ____."

SVP and Agent signed a distribution and agency agreement (the "Agreement") providing that Agent would receive a $4,000 fee for each SunCar he leased. The Agreement provided that Agent must use SVP's Contract, must not modify the Contract's terms, must sign his name on behalf of "Lessor" at the bottom of the Contract, and must immediately deliver all executed Contracts and $5,000 fee payments to SVP. Agent knew he must write "SVP" in the space on the Contract after the words "the Lessor is ____."

Agent first leased a SunCar to Radioguy. During their negotiations, Radioguy convinced Agent to cross out the Independent Duty clause. Agent correctly inserted "SVP" next to the words "the Lessor is" and signed his name on behalf of "Lessor." Agent delivered the executed Contract ("Radioguy Contract") and $5,000 fee to SVP on March 15, 2014. On March 20, an SVP partner

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told Agent not to delete the Independent Duty clause on any other Contract. Agent apologized and agreed. Radioguy received his SunCar and made his lease payments in April, May, and June of 2014. He also made the requisite number of SunCar references on a major radio station, and SVP sent him $500 X-Pays during those months.

On July 15, 2014, Agent leased a SunCar to T.V. Host. Agent did not delete the Independent Duty clause in this Contract ("Host Contract") but forgot to insert "SVP" next to the words "the Lessor is." Agent signed his name in the appropriate space at the bottom. Without mentioning SVP's role in the transaction, Agent collected the $5,000 fee and submitted the fee and executed Host Contract to SVP on July 16, 2014.

On July 20, 2014, SVP concluded that reported safety problems with SunCars required it to abandon all plans to open SunCar dealerships. SVP notified Radioguy and Host that it would cease making revenue sharing payments under the X-Pay clause. SVP demanded, however, that Radioguy and Host continue to make $1,000 monthly payments for the remainder of their two-year Contracts. Radioguy refused to pay, noting that the Independent Duty clause had been eliminated from his Contract. Host, who had not even received her SunCar, also refused to pay and demanded the return of her $5,000 fee. SVP refused to return the fee and never sent her a SunCar.

(a) What will be the result under agency principles if SVP seeks to enforce the redacted Independent Duty clause by suing Radioguy? Explain your answer.

(b) Under agency principles, will SVP recover in an action against Agent any losses it sustains as a result of Agent's redaction

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of the Independent Duty clause in the Radioguy Contract? Explain you answer.

(c) What will be the result under agency principles if Host sues Agent for the return of her $5,000 fee? Explain your answer.