



UNIVERSITY OF MARYLAND

EXAMINATION QUESTIONS

CONFLICT OF LAWS.

1919.

1. What is the source from which the court determines the public policy of a state under the exception that a foreign law will not be enforced, which contravenes the public policy or interest of the forum?
2. A New York statute made the officers of a corporation who signed and recorded a false certificate of the amount of its capital stock liable for all its debts. An action was brought in the courts of Pennsylvania against the officers of a New York corporation for certain debts due by the corporation under this statute. Counsel for defendant objected to the evidence of this statute, on the ground that it was penal in its nature, and not enforceable outside the State of New York. The Pennsylvania court sustained this contention, and directed a peremptory verdict for the defendant. Was the ruling of the Court right or wrong?
3. A, a citizen of France, was sent to New York by his employers to do the engineering work for a large construction improvement in upper New York City. He remained in New York on this work for a period of three years, and at the end of that time died in New York City, before the completion of his work. He left a last will and testament, which was offered for probate in the probate court of New York City, and the Court, over objection by his next of kin, admitted the will to probate, and granted letters to the executor named in the will. Was the action of the Court right or wrong? Why?
4. What is the proper law to determine the testamentary capacity (1) as regards real estate, and (2) as regards personal property?
5. A agreed with B to marry her at her home in the State of Virginia two months after the engagement. At the time of the engagement A was nineteen years of age, and B was eighteen. Under the law of Virginia at the time of the engagement, and also at the time the marriage should, according to the agreement, have taken place, the marriage of persons under the age of twenty-one years was forbidden. When the time for the marriage arrived, A refused to marry B, and she brought suit for breach of promise to marry. Can she recover? Why?
6. What effect is to be given in any State to a judgment obtained in another State, which judgment is valid and binding and rendered by a court of competent jurisdiction in the State where it was obtained?
7. A, as administrator of B, appointed in the State of Maryland sued C, a resident of the State of Virginia for a debt due by C to B during his lifetime, and recovered a judgment against him for the amount of the debt. Subsequent to that, ancillary letters were taken out by the estate of B in the State of Virginia, and the Virginia administrator also brought suit against C for the same debt. At the trial of this cause, C offered a certified copy of the judgment and docket entries, showing payment of the judgment to A, to support his plea of payment. The Court admitted this evidence over objection of the plaintiff. Was the Court's ruling right or wrong, and why?

8. A left a last will and testament, by which he charged his real estate with the payment of his debts, provided bequests and devises for his widow, but without expressing any intention of barring her of her dower. At the time of his death he owned lands in Wisconsin and lands in Maryland. The executor of A's estate, under a power conferred upon him by the will, sold the Wisconsin lands, and brought the proceeds of the sale to Maryland. According to the Wisconsin law the provision for the wife in the will did not deprive her of her dower right in the lands in Maryland. The Wisconsin law also provided that her dower should be subject, in proportion with other real estate, to such debts as were not paid out of his personal property. By the Maryland law her dower was free from any debts of her husband. By the law of both States, when mortgaged lands and other lands not mortgaged, were both charged by the testator with the payment of his debts, they were bound to contribute proportionately to the payment. The widow sued the executor in Maryland for her dower share of the proceeds of the Wisconsin lands, claiming that she was entitled thereto free from any obligation to contribute to pay off the mortgage on the Maryland lands. How should the Court decide this point?

9. What is the situs of the shares of stock of a corporation for the purposes of taxation?

10. A executed and delivered to B a bond of indemnity. The execution and delivery took place in the State of New York. The bond was conditioned to fully indemnify against all losses arising from liability on an appeal bond which B had signed in Louisiana, as surety on behalf of a certain defendant in a judgment in the courts of the State of Louisiana. He was compelled to pay this money. By the law of New York, a contract under seal was only prima facie evidence of consideration, and past services constitutes no consideration under the New York law. The law of Louisiana was just the reverse. Past services is a valid consideration according to that law, and the seal is evidence of that consideration. Suit was brought in New York on the indemnity bond, and the defendant attempted to raise the question that there was no consideration for the execution of the indemnity bond, and relied upon the law of the State of New York, under which law the bond was nudum pactum. Was this defense good or bad?

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1. A sold a piano in New York to G. Both of the parties at the time were in the State of New York, and the piano was also there. G executed a chattel mortgage upon the piano to K to secure the unpaid purchase money. This mortgage was recorded by K in New York in the County where the piano was situated, as the New York law required, and the mortgage was valid as to form. G. afterwards took the piano to Ohio, and there pledged it again to M to secure a loan. At the time of this mortgage to M the New York mortgage had not been recorded in Ohio, and M had no knowledge or notice of the incumbrance. The loan not being paid, M foreclosed his chattel mortgage in Ohio, and there sold the piano to T in the foreclosure proceedings, who was also innocent of any knowledge or notice of the New York mortgage. Thereafter K filed a replevin suit in Ohio against T, and made his claim as owner under a foreclosure of the New York mortgage. The Ohio court decided the case in favor of T. Was the decision right or wrong? State very briefly the principle.
2. What law governs the voluntary elements, and what law governs the involuntary elements, of a particular case?
3. A was domiciled in Boston, Mass. in 1876, and in that year left with his family for Europe for an indefinite period. Before leaving he sold out his house and furniture, and stated his intention of changing his residence and domicile to some other city. He traveled in Europe until some time in May, 1877, when he wrote to his real estate agents in New York, stating that he intended upon his return from Europe to make New York City his home, and requested them to look around for a suitable house for him to purchase. He remained in Europe, however, and died there in June, 1879, intestate. The administrators of his estate took out letters in Boston, and attempted to distribute his personal property according to the law of Massachusetts. A bill was filed against them by certain plaintiffs, who would be entitled to a distributive share under the New York law, claiming that his domicile at the time of his death was New York, and that his personal property should be distributed according to the statutes of New York. The Court decided, however, that at the time of his death A was domiciled in Massachusetts, and that his personal property should be distributed according to the statutes of Massachusetts. Was the decision right or wrong? State very briefly your reason.
4. Real estate situated in Baltimore City was devised by a testator to his daughter A, in common with other tenants. A at that time was a married woman living in the State of Virginia. Thereafter C one of the tenants in common filed a bill for sale of the property under a partition proceeding, as the property could not be divided in kind. In this bill A was made defendant, and she authorized B, as her attorney, to appear for her in that case. The property was sold and in the decree for the sale it was provided that the proportion of the proceeds of the sale thereof to be allotted to A should be deemed her separate estate, and the husband assented to this decree. The auditor, in pursuance of the decree distributing the proceeds of the same, allotted the share of A to her as her sole and separate property, and the same was paid to her attorney. After the money passed into the hands of her attorney, H, a creditor of A's husband, attached the funds in the attorney's hands for a debt due to H on a judgment recovered in the State of Va. against him there. The testimony showed the residence of the husband and wife, at the time

she became entitled to the fund, in the State of Va., and that under the Va. law all the personal property of the wife belonged to the husband, under the old common law rule. Nevertheless, the Superior Court of Baltimore City, in which the attachment case was tried, directed the jury to find a verdict for the defendant. What reason can you give for this ruling of the Court?

5. A died in 1900, leaving a last will and testament, wherein he named B and C as his executors. At the time of his death A was domiciled in Maryland, B was domiciled in Richmond, Va., and C in Illinois. A owed certain Virginia creditors a large amount of money, only a small part of which they were able to collect from his estate in Virginia by proceedings in rem. Thereupon they sued B as executor of A, and obtained a judgment against him in Va. as such executor for the balance of their claim. They then brought suit against C in Illinois, where there was certain other property of A's in his possession as executor of the estate, and at the trial, of this case they offered in evidence a copy of the Va. judgment against B, properly certified under the Act of Congress but the Court refused to admit this judgment in evidence. Was the Court right or wrong, and why?

6. A domiciled in Maryland, died here, leaving a last will and testament, whereby he bequeathed certain valuable real estate in the City of Augusta, Ga. to B in trust to collect the rents, issues and profits thereof, pay all expenses for maintenance, repairs, etc. and to pay over the net balance to C during the life of D. Ten years after the trust estate had been in existence, the trustee refused to pay over any further income, on the ground that D had not been heard of for more than seven years, and that therefore, under the law of Maryland, D should be considered as dead, and therefore all interest of C in the estate had determined. C's contention was that his rights should be determined according to the law of Ga., and that under the terms of that law he was entitled to the net profits of the estate until the actual death of D, as there was no provision in the Ga. law regarding a man as dead after an absence of seven years. The Court decided that the Ga. law should govern. Was the decision of the Court right or wrong, and why?

7. S domiciled in Mass. died there, leaving a last will and testament, by which he gave a power of appointment over certain personal property to W, his daughter, authorizing her by her last will and testament to name the legatees of this property. Later W died, domiciled in Maryland at the time of her death, and at the time of the death of her father also, and by her last will and testament she left all of her property to her husband, but without expressly making any mention of the property over which she had a power of appointment. Under the law of Mass. the domicile of the donor at the time of his death, the donee's will was sufficient to pass the property without being expressly mentioned. Under the law of Md. it only passed where the intention of the donee to make the appointment was manifest. It was held by the Courts of Mass. that the property passed under the will of W. Was the ruling right or wrong and why?

8. B made a contract with J in Maryland, employing him as his attorney to bring and prosecute a suit against W in Mass. The provision of the contract was that J was to obtain and furnish all the evidence necessary, and was to have a share of the proceeds of the litigation if successful, but if not, he was not to be paid for his services. This contract was champertous under the law of Md. but was valid under the law of Massachusetts. The suit was prosecuted to a successful termination by J in the Mass. courts, and the money was received by B from the litigation. Thereupon B refused to pay J for his services, and J brought suit in Md. against B for his proportion of the proceeds of the litigation. The Md. courts

held that J could recover on the contract, and affirmed a verdict and judgment in his favor. What reason would you suggest for the court's ruling?

9. State briefly what law governs the obligation of the drawer's or endorser's contract.

10. (a) What are the sources of Maryland statutory law?

(b) C died, leaving a last will and testament, by which he attempted to deprive his widow of all interest in his estate, which was large. At the time of the death of the testator his wife was insane, and her committee went into the Orphans' Court after the probating of his will, and filed a renunciation on her behalf, and demanding for her her dower and thirds in the estate. The Orphans' Court, however, refused to recognize the renunciation of the committee, and directed the executors to settle the estate in accordance with the terms of the will. Explain very briefly the ruling of the Court.

9- *Lex solutionis governs*
validity of indorsement governed by
law of place where ind
orsing is made

Contract of guarantee, place of
payment

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EXAMINATION QUESTIONS

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1916.

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1. A New York Statute makes the officers of a corporation who sign and record false certificates of the amount of its capital stock, liable for all its debts. The A.B.C. Company, a New York Corporation filed such a certificate signed by its Treasurer, and on this Statute a judgment was recovered against him by one of its creditors in the Courts of New York State. An action was brought upon this judgment in Maryland and the Court of Appeals of Maryland held that the New York Statute was a penal Statute and refused to enforce the judgment. Was this ruling right or wrong?
2. A conveyed certain real estate situated in Maryland by deed to B, and in the deed covenanted that he would not suffer a stream running through the property to be polluted. On a suit for breach of this covenant by B against A in West Virginia, A set up the proposition that this covenant should be construed according to the law of Maryland and not according to the law of West Virginia where the deed was executed and delivered. Was he right or wrong? Why?
3. Under conflict of laws are estates for years within the exception of the second Chapter relating to real estate or not?
4. What effect upon the domicile of an infant has the remarriage of the infant's widowed mother during its infancy?
5. A, a married woman, domiciled in Massachusetts made a contract in Maine as guarantor for her husband. The contract was void under the Massachusetts law which prohibits a married woman from making a contract at all, if the contract relates in any way to her husband's debts. But this contract was good in Maine, and suit was brought upon it there. The defendant set up the fact in her plea that she was domiciled in Massachusetts, and set up the Massachusetts law as a defense. Plaintiff's counsel demurred to the plea. How should the Court dispose of this demurrer?
6. A, a colored man, married B, a white woman in Pennsylvania where such marriage is good. They moved to Maryland, where A deserted B and he was arrested and indicted for failure to support his wife. He set up the defense that the marriage, under the Maryland law was null and void, and further, that under the Maryland law, he could not live with his wife as husband and wife under the provisions of our Code, and that therefore he was not liable for her support. The Criminal Court of Baltimore City sustained this defense. Was it right or wrong?
7. Can an Administrator appointed in one State bring suit in another State without re-qualifying there?
8. The defendant, residing in Rhode Island, agreed with the plaintiff in Massachusetts to sell certain liquors to the defendant. The liquors were taken from his stock in Rhode Island and there placed on cars and shipped to the plaintiff, the plaintiff paying the freight. This sale was null and void under

the Massachusetts law but was valid under the law of Rhode Island. The plaintiff brought suit against the seller (the defendant), to recover the purchase money for the liquor and set up the fact that the sale was void under the law of Massachusetts. He brought the suit in Massachusetts. The Court permitted a recovery. Was its ruling right or wrong?

9. A young man living in Virginia went to Tennessee to seek employment. He remained there about a year and then went to Mississippi where he remained about a year and then returned to Tennessee. Shortly thereafter on account of ill health he returned to Virginia and died there within a month after his return. While in Mississippi he had taken out a life insurance policy, but left it in that State with a Trust Company for safe keeping. After his death the question arose in Mississippi as to the persons entitled to the proceeds of the policy. By the law of Virginia all the money would go to his father. By the law of Mississippi, other members of his family would share in the distribution. How should the Mississippi Court distribute the fund?

10. In a suit on a promissory note between the original parties, if the defense be usury in the consideration, what law governs this plea?