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===== Start of Answer #1 (691 words) =====

Equitable rights and liabilities of:**Picky Purchaser**A. Specific Performance from Bob

Specific performance is a type of reparative injunction that can be ordered when:

1. PI has suffered irreparable harm
2. Legal remedies will be inadequate
3. PI prevails in balance of hardships
4. ~~Not against public interest~~

*possibility of B to perform
5. mutuality of remedy*

These elements apply here as follows:

1. Irreparable harm

Picky has a written contract with Bob for a house and a four-car detached garage on Bob's lot for \$1M. The lot is one of the few undeveloped pieces of land in prime vineyard area, so it is unique and not replaceable. Bob knew that the garage was a special need for Picky, evidenced by the sophisticated underground electrical wiring he had to install. Picky cannot use the garage as it is, because it is partially on Ned's land.

2. Inadequate legal remedies

Money will not solve Picky's problem. She wants the house that Bob built for her, on that particular lot, and she needs the custom garage for her Tesla.

3. Balance of hardships

If Bob is ordered to perform the contract, it will cost \$100,000 to rebuild the garage on the existing lot. If Bob is not ordered to perform the contract, Picky will be paying \$1M for a house and garage that does not meet her needs or what she bargained for.

4. Public interest

It would not be against the public interest to order specific performance on Picky's contract from Bob. This would cost him another \$100,000, which is not unreasonable on a \$1M house, when the cost to build the original garage was \$60,000.

B. Rescission from Bob

Construction on the house is finished, but the sale is not complete. If the court finds the unusable garage to be a substantial breach of the terms of the contract, Picky may be granted a rescission of her contract with Bob, putting both parties as close as possible to the position they would have been in if the contract had never been made. In this scenario, Bob will suffer losses that weren't his fault, but they weren't Picky's fault either. Bob bears more responsibility for the misplaced garage than Picky does, because he is the one who hired Sue Survey.

Ned Neighbor

A. Injunction from Bob

Ned has half of a garage encroaching on his land. He can seek an injunction for Bob to remove the garage per the elements listed under Picky, above.

1. Irreparable harm

Ned has lost use of part of his land because Bob built a garage that encroached on his land.

2. Inadequate legal remedies

Bob offered to buy a small portion of Ned's lot to house the garage, but Ned refused because he specifically bought that parcel to plant Pinot Noir where the garage is because that area has the best sun exposure. Money will not solve Ned's problem. He needs the garage removed.

3. Balance of hardships

If Bob is ordered to remove the garage, Bob will bear the expense of demolishing the building and restoring the site to its original condition. If Bob is not ordered to remove it, Ned will permanently lose that area of his own land through no fault of his own.

4. Public interest

It would not be against the public interest to order Bob to remove the garage. The court will seek to protect Ned's property rights. Bob will not be allowed to seize a portion of Ned's land without permission.

B. Restitution from Bob

Ned may seek restitution from Bob to prevent Bob's unjust enrichment during the time he is illegally in possession of part of Ned's property. Bob has enjoyed free rent during this time, and can be ordered to compensate Ned for his loss of use.

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Bob Builder

Restitution from Sue

Sue was unjustly enriched when Bob paid her for work she did not properly perform. She will also be unjustly enriched if Bob has to spend money cleaning up the mistake that Sue caused. Bob can seek restitution from Sue for her breach of their contract, but as Sue is dead and died broke, Bob is unlikely to recover anything from her estate.

==== End of Answer #1 =====

2)

==== **Start of Answer #2 (1008 words)** =====

Devon's defenses and when they can be raised:

Statute of Limitations

GC sued D for nuisance and trespass. The statute of limitations for nuisance and trespass is one year. So the first defense that D can raise is the statute of limitations. The issue is

95+5=100
Awesome
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whether one year passed from the date of the injury and the date the suit was filed. ✓

D can argue that both the nuisance (noise, dust, and debris) and the trespass (increased traffic on the service road) were evident to GC from April 2013 to September 2013, when the model home was built. And that by the time GC brought suit in September 2015, the SOL had more than run. But in response to this, GC may raise two defenses of their own:

Continuing Violations

D's nuisance and trespass were not one event. They began in 2013, abated for a time, and resumed in June 2015. Under the continuing violations theory, the clock for the 1-year statute of limitations begins ticking each time D caused a nuisance or committed a trespass. When construction resumed in June 2015 and continued throughout the summer, GC's September 2015 suit was timely and not barred by the SOL. ✓

Discovery Rule

Under the discovery rule, the SOL is tolled until the plaintiff 1) discovers his injury (cause of action), and 2) knows it was caused by the defendant. Here, GC can argue that the noise, dust, and debris associated with the 2013 construction of one model home was minimal, and did not bother the club members so that in 2013, they had no member protests or cancellations. In 2015, D was preparing the land to build 20 homes instead of one. The noise, dust, and debris were greatly increased, causing member protests and cancellations, harming GC. So GC did not "discover" its cause of action until the summer of 2015, making the September 2015 suit timely and not barred by the SOL. ✓

Laches

If the statute of limitations defense fails, D can also raise the defense of laches, but only with regard to the (equitable) injunction. It will not be applied to the (legal) damage claim. D would have to prove that GC's unreasonable delay in bringing suit prejudiced him, so suit should be barred. ✓ 20

Unreasonable Delay by GC

GC's suit would not be considered delayed if they prove their cause of action arose in 2015.

But if D successfully argued that they knew of their injury in 2013, he could argue that he invested time and money during the time they failed to file suit. GC could argue that because of the housing slump caused by the earthquake, they didn't believe D would build the houses, so the delay was justified.

Caused prejudice to D

D has invested a lot of money in improving the property, starting with the model home and continuing with 2015's grading the land for all of the units. GC's delay in bringing suit caused him economic prejudice.

As with the SOL defense, D will probably not succeed with a defense of laches. D's primary nuisance and trespass began in earnest in 2015, and GC felt the repercussions amongst its members in 2015. The September 2015 suit reflected no unreasonable delay by GC, and will not be barred.

Waiver

D can argue that GC waived their right to sue him for nuisance or trespass by intentionally relinquishing (waiving) their known rights.

Nuisance

D and GC negotiated the development of D's land for 10 years. The 20-unit project was approved by the Planning Commission in 2013, and GC did not object to the project during the negotiations or during the hearing in front of the commission. Through GC's conduct, it was reasonable for D to assume that GC waived its right to sue for noise or dirt caused by construction of the units, which were a reasonably foreseeable result of building on the land.

GC could argue that they had not foreseen the level of noise or dirt being caused, and had not anticipated the construction causing a loss of membership. D should be held liable for the losses resulting from his project.

Trespass

D has an easement across GC's property that he acquired from the previous owner when he

bought the land. He has never discussed the easement with GC, but GC gave D the keys to the gate on the service road. This is evidence they expected D to use the service road. Through GC's conduct, it was reasonable for D to assume that GC waived its right to sue for trespass on the service road, which was a foreseeable use.

GC could argue that the easement was limited to access to build one home on the lot and reasonable trips by a single family and their guests. D's use overburdens the easement, constituting a trespass. GC never agreed to such heavy use on the service road.

Equitable Estoppel

If D can also prove the element of reliance, he can use equitable estoppel as a defense in addition to waiver. The two are alike, but equitable estoppel leans more towards reliance on a statement rather than relinquishment of a known right.

As described above, GC's conduct to D during the planning and approval of the project indicated their acceptance of D's plan to build 20 units on the property. Likewise, when GC gave D the keys to the gate on the service road they indicated their acceptance of D's use of the road for his construction needs. GC knew that D would go forward with his project in reliance on their acceptance, and in fact D did rely and go forward with the construction and use of the service road. Here, GC is making a statement that is inconsistent with their earlier acceptance, suing D for nuisance and trespass associated with the project they allowed to go forward. D can argue equitable estoppel by proving his reliance on GC's original acceptance should estop GC from suing him for damages now by asserting an inconsistent statement. D relied on GC to his detriment.

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==== End of Answer #2 =====

3)

===== **Start of Answer #3 (1196 words)** =====

Rights and remedies for:

Police Officer Dirk

No Qualified Immunity

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parted ✓ -10

got all main points
solid thorough response
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As a police officer on foot patrol in full uniform, Dirk would have qualified immunity for official acts while on duty, and be immune from suit. For discretionary acts, he would have immunity if he didn't do anything illegal. Here, Dirk intentionally provoked an argument with a pedestrian who wasn't doing anything wrong, and insulted the man based on his national origin. Dirk over-reacted to Vito's relatively harmless slap with a wet noodle with intentional, lethal force. This was completely beyond the scope of either his assigned or discretionary duties as a police officer, and was in no way authorized by his employer, the City. So in addition to criminal charges for voluntary manslaughter for the unjustified shooting, he is subject to personal liability for the damages his conduct caused. His immunity as a police officer will not shield him from this suit in this situation.

Can Dirk blame someone else?

Dirk could argue that Vito escalated the argument and provoked the shooting by slapping Dirk with a wet noodle, but because the DA found the shooting unjustified, this argument will probably not be persuasive. Dirk could argue that the City is responsible for his actions, because they put him out on the street in full uniform and a gun without proper training, but the City will argue that Dirk knew not to shoot a man for slapping him with a wet noodle, and chose to shoot Vito for his own personal motivations, not because he was serving as a police officer.

City of Mudville

Vicarious Liability

State entities are immune from suit under the 11th amendment, but this protection does not extend to local governments such as the City of Mudville. While Dirk may be personally liable for the damages that resulted from his shooting Vito, the City may also be vicariously liable as his employer. When Dirk started the argument with Vito, and shot Vito, he was not acting within the scope of his actual authority or within his discretionary authority. He was not acting on the City's behalf. However, he was on duty and in full uniform, interacting with the public. He was representing the City and it was incumbent upon the City to make sure he represented the City properly and handled his gun responsibly. The DA's investigation revealed that Dirk lacked sufficient training in use of deadly force. This will make the City subject to suit for the damages that resulted from Dirk's shooting of Vito. The City was

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negligent in putting Dirk out on the street without the training he needed to do his job without endangering the public. This created a risk that the City can be held liable for.

Losses to the City

The City of Mudville has suffered damage to its reputation. The community uproar including the "Italian Lives Matter" marches and vigils made police work more difficult and hazardous for Dirk's former co-workers. People will associate Mudville with racism, hate, violence, and mortal danger. This affects property values, tourism, and business interests. A lot of losses stem from Dirk's misconduct. The City probably cannot recoup any compensation from Dirk for the damaged reputation or the hardships to the officers because the City is vicariously liable for Dirk and cannot sue itself. The City could probably not prove that Dirk had a duty not to cause such damages to the City. Local businesses and homeowners likewise cannot sue Dirk or the City for their economic losses. The losses are too remote from the cause, and the duty is tenuous.

Italian Vito, the sous chef

Pain and Suffering

After coming across Dirk while walking in the neighborhood, Vito was verbally harassed and then shot three times. He died en route to the hospital. His estate may have a claim against Dirk and/or the City for Vito's 1) dignitary harm from the racial slur, and 2) pain and suffering between the time of the shooting and the time of his death. Evidence could be presented to show whether he was conscious after the shooting, whether he was in pain, and whether he knew he was dying.

Vito's wife Viola

Viola can sue Dirk personally and the City vicariously for damages associated with Vito's wrongful death.

Economic Damages

Firstly, Viola can sue for compensation of medical expenses such as Vito's ambulance trip. She has also lost all of the income Vito could have been expected to earn during the rest of

his career. The court will consider expert testimony to calculate this number considering factors such as years of work remaining for a 35-year old chef, his salary at the time of his death, the likely trajectory of his career because of his good record there and the possibility of a promotion to executive chef. As defendants, the City and Dirk can argue that Viola did not rely on all of Vito's earnings for her own family expenses because he spent most of his earnings on fancy vacations and fine wines. The counter argument to this is that if Viola was enjoying the fancy vacations and fine wines with Vito, these are losses to her as well.

Non-Economic Damages

Viola also has claims for non-economic damages such as loss of consortium, which includes her marital relationship with Vito as well as her co-parenting relationship with Vito. The court will consider expert testimony to come up with a financial value to compensate her for her loss. The City and Dirk will argue that the marriage between Vito and Viola was strained because Vito had a mistress, but this is probably not enough evidence for the court to conclude that Vito and Viola would not have stayed married if Vito had lived. They had been married for ten years and had two children together. She is his wife and will be compensated as if she could have expected to be married to Vito until natural old age.

Vito's two young children

Vito's children are young and Vito was a devoted father to them. He drove them to school at least twice a week, made their lunches, and spent his day off teaching them how to cook. The court will consider expert testimony to come up with a financial value to compensate them for their loss. They will be treated as individual plaintiffs, and will be awarded damages individually.

Vito's mistress Lovey

Like Viola, Lovey will have both economic and non-economic claims against Dirk and the City. Lovey relied on Vito to pay the rent on her apartment, which he had been doing for two years with no evidence that he planned to stop. Vito spent two or three nights a week with her at the apartment, so she also has damages for loss of consortium. As with Viola, there is no reason for the court to presume this relationship would have changed if Vito lived, however public policy supporting marriage may preclude Lovey for qualifying for damages.

