



The University of New Mexico

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**524-001 Community Property I
Fall Semester 2005**

**UNM School of Law
Final Examination
Two-Three Credits**

**Professor Wolf
Monday, November 7, 2005
1:30-2:45 p.m. (75 mins.)**

Examination Format

1. **Laptop** computer users: Start the Securexam program entering your examination number, course name, professor's name, & date of examination. Click "proceed" to enter the program. Type START in the next window that is displayed but do NOT press the enter key until the proctor says to begin the exam.

2. **Bluebooks** for writing: write on every-other line and only on the front page of each sheet. On the front of bluebook record the class name, professor's name, date of exam, and your examination number. Make sure to number each bluebook in order. DO NOT WRITE YOUR NAME ON BLUEBOOKS.

A five-minute warning will be given prior to the conclusion of the examination. When time is called, stop immediately. If you are handwriting, lay down your pen & close bluebook immediately. If using a laptop, save & exit the program.

Go to the exam check-in table at the conclusion of the exam & fill out an examination receipt.

Professor's Instructions

1. This exam consists of three equally-weighted questions on one page, plus this cover sheet.
2. This is a limited open-book exam. You may use your casebook, class handouts, and any material you prepared individually or as an active participant in a group. You may not consult outside references, such as hornbooks, commercial outlines, or outlines prepared by others.
3. You may use calculators. If you have trouble with any calculations, explain your answer the best you can without using numbers. I am more interested in your reasoning than your mathematical skills.
4. Unless the question indicates otherwise, assume that all relevant events and transactions occur in New Mexico.

1. Prior to her marriage to Harvey five years ago, Willow purchased an Arabian mare, Arabesque. Recently, while riding Arabesque on a country road, Willow and the horse were hit by a car driven by Danny Driver. Willow received serious injuries, some of them permanent and disfiguring. Tragically, Arabesque was killed, but the horse was covered by a property insurance policy that has paid Willow \$20,000. Willow paid the most recent premium on that policy with money from her last month's salary. Willow has been unable to work since the accident, and she probably will not be able to return to her job until several years from now. Fortunately, Willow has good health insurance and disability insurance, both provided at no cost to her through her employer. Willow's condition has imposed considerable stress on the marriage and Harvey has filed for divorce. Harvey wants to know what, if anything, he is entitled to in a property division, with respect to (a) the \$20,000 insurance payment for the loss of Arabesque; (b) the disability insurance payments that Willow receives every month; (c) Willow's health insurance; and (d) any damages Willow may receive in the future from Danny Driver or his insurance company. Please explain.

2. Throughout his marriage to Wanda, Herb deposited his paycheck in a joint checking account, in both Herb and Wanda's names. Unknown to Herb, Wanda wrote a check from that account for a down payment on a tract of land, Loboacre, and borrowed the balance, securing the loan with a mortgage on the property. The deed named Wanda alone as the owner of Loboacre. Several months ago, Wanda got into an altercation with Greta Gambler over a slot machine at the casino and Wanda slapped Greta in the face. Greta has brought a civil assault suit against Wanda. Wanda has retained Linda Lawyer to defend her in the assault suit and has given Linda a lien on Loboacre as a retainer fee. Herb, already upset by the lawsuit, has just found out about the transactions involving Loboacre. He wants to know what his rights and liabilities with respect to both Loboacre and the assault suit. Please explain.

3. On September 3, 2005, Harry and Wendy divorced. Upon submission of a QDRO, the divorce court divided Wendy's unvested, noncontributory retirement plan, awarding Harry his community property share of the retirement benefits, to be paid when Wendy became eligible to retire. The court further held that Harry's term life insurance policy, wholly paid for by his employer, had no value and was therefore not divisible on divorce. The face value of the policy was \$100,000. The premiums for the insurance policy were paid by Harry's employer on a monthly basis, on the first day of every month. Harry died unexpectedly on September 29, 2005. After Harry's death, Wendy discovered that two years earlier, Harry had given a valuable painting, paid for with community funds, to his friend Felicia. Wendy also discovered that immediately after the divorce was granted, Harry changed the beneficiary designation on the life insurance policy from Wendy to Felicia. Wendy wants to know what her rights are with respect to her retirement benefits, the life insurance proceeds, and the painting. Please explain.

End of Exam