

## Question Number 1

In 1975, First Church purchased the real property at 150 Maine Street, McKinley, Ohio, where it built and maintained its church building. Arnold, who lived a distance away from McKinley, Ohio, and was not known to anyone at First Church, owned the vacant lot next door at 152 Maine Street.

First Church believed it owned the vacant lot at 152 Maine Street, although it had no specific reason for so believing. In July 1978, First Church, to accommodate its growing congregation, enclosed 150 and 152 Maine Street with a fence around the outer perimeter of the entire combined two properties. At the same time, First Church paved part of 152 Maine Street, using it as a parking lot for its parishioners every Sunday and for evening services during the week. First Church also used the unpaved portion of 152 Maine Street frequently for church-related outdoor activities. At no time did First Church request from Arnold permission to use 152 Maine Street.

In December 1980, Arnold died. In his will, he left the property at 152 Maine Street to his five-year-old son, Bob.

In December 1995, First Church sold its church property to Second Church and conveyed title by a deed that purported to transfer title to both parcels – 150 and 152 Maine Street. Second Church continued to use both parcels in the same manner and to the same extent as First Church. Second Church never requested permission from anyone, including Bob, to use or possess 152 Maine Street.

In January 2009, for the first time, Bob visited the property at 152 Maine Street. When he saw that Second Church was using it, he demanded that Second Church stop using 152 Maine Street, remove the parking lot and fence immediately, and no longer enter upon the property.

Second Church refused to vacate and now wants to file suit to quiet title to 152 Maine Street. Bob asserts that if Second Church files suit, it cannot prevail because he was only five years old in 1980 when he acquired title from his father.

Can Second Church establish a case for quieting title in its favor, and will the fact that Bob was only five years old in 1980 defeat Second Church's claim? Discuss your answer fully.

## Question Number 2

Gunner and two friends, Mac and Nick, were drinking at the neighborhood bar when Gunner's little brother came bursting in the door and yelled that he had been in a fight and knifed by Stabber. After calling an ambulance for Gunner's brother, Mac and Nick suggested that they "go get" Stabber. Everyone agreed that they should go to Gunner's apartment to get a gun, and then drive over to Stabber's house to kill him for what he had done to Gunner's brother.

Gunner and his friends left the bar and walked to the home of another friend, Driver, to tell him what had happened. They told Driver that they needed him to drive them to Gunner's house to get the gun and then drive them to Stabber's house so they could kill Stabber. Driver told them that he would do what they asked.

All four of them got into Driver's car, and Driver took them to Gunner's house. Gunner ran into the house and quickly returned with the gun. Gunner said he was ready to go kill Stabber and asked if the rest of them still wanted to do it. Mac remained silent, but Nick said he wanted no part of killing Stabber, so he got out of the car and went home.

Driver said he was willing to do this only because he didn't like Stabber and that he wanted Stabber dead. Gunner got back into the car with Driver and Mac. On the drive over to Stabber's house, everyone agreed that they were going to kill Stabber for what he did. No particular plan was made – just find Stabber and kill him.

When the group arrived at Stabber's house, Stabber's Uncle was sitting on the front porch. From his seat in the rear of the car, Gunner asked him where Stabber was, but Uncle said he didn't know. Gunner pointed his gun at Uncle and shot him dead.

Driver immediately sped away and drove the group back to Gunner's house where he dropped off Gunner and Mac. No one talked about the shooting on the way back, but neither Driver nor Mac knew that Gunner was going to shoot or kill Uncle.

The next day, all four were arrested – Gunner, Driver, Mac, and Nick. Gunner and Driver were charged with the Aggravated Murder of Uncle with prior calculation and design. Gunner was convicted as charged. Driver was convicted of complicity to Aggravated Murder. Mac and Nick were charged with conspiracy and with complicity to Aggravated Murder.

1. Was Driver properly convicted of complicity to Aggravated Murder?
2. Can Mac be convicted of conspiracy or complicity to Aggravated Murder or of both crimes concurrently?
3. Can Nick be convicted of conspiracy or complicity to Aggravated Murder or of both crimes concurrently?

Explain your answers fully.

### Question Number 3

The following events and transactions occurred in Anywhere, Ohio:

**Scenario 1:** Abe gifted and delivered a painting worth \$500 to Friend. Secretly, Abe hoped that Friend would pay for the painting or give Abe something in return. Sensing that something was bothering Abe, Friend later offered to pay Abe \$500 for the painting. Abe accepted the offer, but Friend never paid. Abe now claims a contractual right to \$500 from Friend.

**Scenario 2:** Bob loaned Carla \$600. Carla failed to repay the debt. After the statute of limitations had expired for commencing a cause of action on the debt, Carla sent Bob a signed memorandum stating: "I promise to pay you the \$600 debt I owe." Bob now claims a contractual right to collect the debt based on this new written promise, while Carla claims that the promise is unenforceable for lack of consideration.

**Scenario 3:** David's wife, Wife, was murdered. David publicly offered a \$10,000 reward to whomever produced information leading to the conviction of Wife's killer. While investigating the murder, Homicide Officer Peabody of the Anywhere, Ohio, Police Department, discovered the identity of Wife's killer. Officer Peabody provided this information to Prosecutor, which led to the killer's arrest and conviction. Officer Peabody claims a contractual entitlement to the reward. David refuses to pay the reward to Officer Peabody.

**Scenario 4:** Esther hired Contractor to remodel her kitchen for \$15,000. Halfway through the renovation, Contractor walked off the job and refused to return to work, without any excuse. Without reasonable alternatives to get the job completed, Esther called Contractor and offered to pay an additional \$5,000 "bonus" if Contractor came back to resume the work. Induced thereby, Contractor returned and finished the job. Esther paid Contractor \$15,000. Esther refuses to pay the additional \$5,000 "bonus", to which Contractor claims entitlement.

**Scenario 5:** Fannie owned an antique vase worth \$9,000, and she wanted her sister, Sister, to have it. Fannie and Sister entered into a written agreement that specified: "For good and valuable consideration received in the amount of \$1, the vase is Sister's vase." Sister never paid Fannie the \$1 recited in the contract, and neither party truly intended for Sister to pay anything for the vase. Later, Fannie changed her mind and refused to transfer the vase to Sister. Sister now claims a breach of contract.

**Scenario 6:** By written contract, Gary agreed to dig up and remove a series of drainpipes on Henry's property for \$8,000. During excavation, it was unexpectedly discovered that the drainpipes had become twisted in the roots of a hundred-year-old hickory tree, making removal of the drainpipes exceedingly difficult. Before digging any farther, Gary notified Henry of the problem. In writing, Gary and Henry mutually agreed to increase the contract price to \$11,000 to account for the extra difficulties in performing the contract that neither party had anticipated. Gary and Henry agreed that the price increase was fair and equitable. Gary then completed the job and demanded payment of \$11,000. Henry paid only \$8,000, and refuses to pay the additional \$3,000.

**Scenario 7:** Uncle signed a written promise to pay Nephew \$50,000 if Nephew completed a college education. As a result, Nephew enrolled at Anywhere University. While pursuing a degree, and expecting that he would eventually get the money from Uncle, Nephew borrowed and spent more than \$50,000 for college expenses. When Nephew was nearly ready to graduate, Uncle notified Nephew of his intent to revoke the promise. Nephew graduated, and claims a right to \$50,000 from Uncle, which Uncle refuses to pay.

For each of the above scenarios, who is likely to prevail in a contract claim? Discuss your answers fully.

***Do Not Discuss the Statute of Frauds.***

## Question Number 4

The following transactions all occurred in Anytown, Ohio:

**Contractor v. Bill:** Bill purchased what he thought was a valuable gemstone from Henry and wrote Henry a check for \$25,000 on his personal account at Bank to pay for the gemstone. Henry indorsed the check to Contractor by writing, "Pay to the Order of Contractor" and signing his name on the back of the check. Contractor regularly did work for Henry's apartment complex business. When he received the check, Contractor posted \$25,000 as a general credit on Henry's account with Contractor for future work that Contractor might do for Henry.

Bill subsequently learned that the "gemstone" was a fake and completely worthless and he then stopped payment on the check. Contractor (who knew nothing about the fraud in the sale of the gemstone by Henry to Bill) presented the check to Bank, and Bank dishonored it. Contractor now has sued Bill for the amount of the check, and Bill has refused to pay because he was defrauded by Henry.

**Karen v. Contractor:** Contractor signed a promissory note in the amount of \$200,000 to his sister Mary. The note read as follows:

"In exchange for the promise of my sister Mary to devise to me in her Will her home at 4207 Cranbury Lane, Anytown, Ohio, I promise to pay to the order of Mary or her assignee(s) the sum of \$200,000 on demand. Signed/Contractor."

Mary immediately then transferred the note to Seller to fund her purchase of a new condo from Seller. Seller then transferred the note to Karen, his daughter, as a wedding present. Right after the closing on the condo, Mary was killed in a traffic accident. Her home was devised under her Will to her daughter and not to Contractor as she had promised. Neither Seller nor his daughter Karen had any knowledge that Mary failed to change her Will to devise her home to Contractor. Karen wants to collect on the note and has made demand on Contractor for \$200,000. Contractor refuses to pay because he did not get Mary's house.

**Store v. Bank:** Contractor wrote a payroll check to his employee Dave that stated, "Pay to the Order of Dave." Dave gave the check to his wife Ellen without indorsing it, and Ellen then indorsed the check "Ellen, wife of Dave" on the back and tendered it to Store, which accepted it for groceries. Store presented the check to Bank, which refused to honor the check. Store wants to force Bank to honor the check.

Explain fully who should prevail and why, as between:

1. Contractor versus Bill;
2. Karen versus Contractor; and
3. Store versus Bank.

## Question Number 5

A notorious incident occurred in Anytown, Ohio involving a thief who stole a parked car in which the owner had left the keys and, in the process of escaping at high speed, the thief collided with a school bus and killed several children. In response to that incident, the Legislature passed a law that prohibits individuals from leaving their keys in the ignition of an unoccupied car located in a public place.

One day Dan, an avid runner, drove his car to his favorite public park for a long run, parked the car, left the doors unlocked and the keys in the ignition, and set off on his run. Dan's wife, Bev, just finishing a bike ride in the same park, saw Dan's car with the keys in the ignition and decided to use the car to run some errands while Dan was running.

While driving, Bev accidentally ran a red light and struck Husband, who was jaywalking across the street with his wife, Wife, walking a few feet behind him. Husband suffered horrible injuries and appeared to be dead. Wife, who was not struck by the car, went into shock and suffered a nervous breakdown as a result of seeing Husband struck and seriously injured by the car.

Husband's brother, Brother, waiting to meet Husband and Wife in a nearby restaurant, heard the commotion and ran outside just in time to see Husband being zipped into a body bag. Brother, who had witnessed similar body bag incidents during the war in Vietnam, began having flashbacks to the war and became severely traumatized. At the morgue, Husband was miraculously revived. He was later treated for his injuries and fully recovered.

1. On what legal theory might Husband assert a claim against Dan, and is Husband likely to prevail?
2. On what legal theory might Husband assert a claim against Bev, and does Bev have a defense that will mitigate or defeat Husband's claim?
3. On what legal theory might Wife assert a claim against Bev, and does Bev have a defense that will mitigate or defeat Wife's claim?
4. On what legal theory might Brother assert a claim against Bev, and is he likely to prevail?

Discuss your answers fully.

## Question Number 6

Howard, a widower since 1995, was a resident of Anytown, Ohio. Howard created a valid Ohio will in 1998 leaving his entire estate to Pete, his only child. Pete, who lives out of state, last visited Howard in 2003, and they have not spoken for several years.

Howard's neighbor, Dave, and Dave's son, Ken, had assisted Howard over the past several years as Howard's health began to deteriorate.

In January 2009, Howard carefully drafted a handwritten instrument, which provided as follows:

I, Howard, declare this to be my Last Will and Testament and I hereby revoke any prior Wills. As a result of the lack of contact that I have had with my son Pete, I give all property that I own, including any proceeds from any life insurance policies to my neighbor Dave. If Dave does not survive me or cannot receive such property, then I give all of my property and any life insurance proceeds to Dave's son, Ken.

Howard signed and dated Instrument below the foregoing language on January 15, 2009. No one was present when Howard signed Instrument. Later that same day, Howard asked Dave and his wife, Mary, to come over to his house. Howard, pointing to Instrument, told Dave and Mary that he had prepared and signed a new will and that he wanted Dave and Mary to serve as witnesses. Howard did not allow Dave or Mary to read Instrument; however, they both thereafter signed the instrument in Howard's presence below Howard's signature. Howard placed the January 2009 Instrument in his desk.

Approximately one month later, Dave, Mary and Ken were forced to relocate to Franklin, Ohio and were therefore not able to continue to provide care for Howard. Howard called Betty, another neighbor and told her that if she would be willing to provide care and assistance to Howard during the remainder of his life, he would amend his will and give Betty \$20,000 of his estate. Betty agreed and thereafter provided the requested care and assistance.

On March 1, 2009, Howard took the January 2009 Instrument and, immediately below the signature lines, Howard made the following handwritten notation:

Based upon my previous promise to Betty, I direct my executor to pay \$20,000 to Betty in exchange for the care she has provided. All other provisions of this will shall remain in full force and effect.

Howard signed his name immediately below the handwritten notation and returned the document to his desk. No other individuals signed the document. Howard passed away in March 2009. He is survived by Pete, Dave, Ken, and Betty, all of whom claim the right to receive a share of Howard's estate.

All costs of administration have been paid. Howard's property consists of a \$100,000 savings account titled solely in Howard's name and a \$50,000 life insurance policy on Howard's life. Pete is the designated Beneficiary on the insurance policy.

1. Was the January 2009 Instrument, before Howard made the notation on March 1, 2009, a valid will? Discuss fully.
2. Was the March 1, 2009 notation effective to give Betty any right to share in Howard's estate? Discuss fully.
3. To whom and in what amounts should Howard's property be distributed? Discuss fully.

## Question Number 7

Lawyer charged a non-refundable fee, which Client paid, and agreed to file a bankruptcy petition on behalf of Client, with the objective of delaying a sheriff's sale of Client's home. Lawyer assigned the task of preparing the filing to Paralegal, deposited the fee in the firm's general business account, but never confirmed the engagement with Client in writing.

Paralegal had the bankruptcy papers ready for signing before the date for the sheriff's sale. She instructed her secretary to call and ask Client to come in to the office and sign the papers. The secretary became distracted by other work and failed to promptly call Client. Eventually, Client met with Paralegal and signed all of the forms and schedules. Paralegal was aware that the sheriff's sale was imminent, but she did not get around to filing the bankruptcy papers until after the sheriff's sale.

Paralegal did not tell Lawyer or Client that the filing was late. Unbeknownst to Client, the sheriff's sale had proceeded on the courthouse steps, and the Court of Common Pleas had confirmed the sale.

Client called Lawyer and informed him that Bank had bought Client's home at the sheriff's sale and had contacted him offering to sell the home back to him and threatening eviction if a deal was not entered into promptly. The phone call was the first notification Lawyer had that the bankruptcy filing had not stopped the sale.

Client desperately wants to stay in his home and is willing to accept Bank's offer, but cannot qualify for financing. Lawyer told Client that, because the price offered by Bank is very attractive, Lawyer will buy the home as an investment and lease it back to Client at a reasonable rent.

1. What duties, if any, under the Ohio Rules of Professional Conduct, did Lawyer breach in taking on and handling the bankruptcy matter?
2. May Lawyer ethically buy Client's house and lease it back to him?

Discuss your answers fully. It is not necessary to quote or cite the Rules of Professional Conduct by number.

## Question Number 8

Jones, an employee of Tony's Pizza (Tony's), was supposed to be delivering a pizza to a high school in Anytown, Ohio. Instead of going directly there, Jones went several blocks out of his way to pick up his girlfriend for lunch. Just before he arrived at his girlfriend's place, he skidded through a stop sign at the intersection of State and Vine. The Tony's van Jones was driving collided with the car driven by Ben, who immediately complained of neck pain.

Ben sued Jones and Tony's for whiplash injury. Jones and Tony's were represented by separate lawyers. They answered separately, each denying all allegations. Specifically, Tony's denied Ben's allegation that Jones was in the course and scope of his employment at the time of the accident. Jones and Tony's both filed timely written jury demands on all issues.

The pretrial conference occurred several months after all the pleadings had been filed. At pretrial, Jones and Tony's both made oral motions to withdraw their jury demands. Plaintiff objected and hastily made an oral motion for a jury trial. The court denied the motions to withdraw and granted plaintiff's motion for a jury trial.

Also at pretrial, Jones and Tony's requested the court to rule that, during jury selection, they each be allowed to exercise three peremptory challenges independently from each other instead of being limited to three jointly. The court denied the request. In addition, because of the scarcity of potential jurors, the court ruled there would be only one alternate juror and that no peremptory challenges would be allowed as to potential alternates.

The case went to trial, and, at the close of evidence and before final argument, Tony's made an oral request of the court to give an additional jury instruction. The court declined to give it.

Because there was some evidence to suggest that Ben's neck pain predated the accident, the court allowed Jones and Tony's to submit to the jury a written jury interrogatory asking the jury to state specifically whether or not the jurors found that the negligence, if any, of Jones and/or Tony's had proximately caused Ben's damages.

After the jury's deliberations, all of the jurors reached a verdict in favor of Ben and signed the general verdict form awarding \$15,000. After the court discharged the jury, Jones and Tony's noticed for the first time that all the jurors had signed the interrogatory concluding that there was no proximate cause. Over objection by Jones and Tony's, the court entered judgment on the general verdict for Ben in the amount of \$15,000.

1. Did the court err in denying the motion by Jones and Tony's to withdraw their jury demands and in granting Ben's oral motion for a jury trial?
2. Did the court err in denying the request by Jones and Tony's for the right to exercise three peremptory challenges each?
3. Did the court err in precluding any peremptory challenges as to alternate jurors?
4. Did the court err in refusing to grant the oral request by Tony's for the additional jury instruction?
5. Did the court err when it entered judgment on the general verdict?

Discuss your answers fully.



## Question Number 9

Student is a male nursing student who lives in the State of Franklin. He is of Middle Eastern origin and a naturalized citizen of the United States. He has a full-time day job and lives with his male life partner. He and his life partner have initiated steps to adopt a child. Recently, the Franklin Legislature passed the following statutes that affect Student:

Statute Number One: The express purpose of this statute is to encourage more people to enter the nursing profession and requires employers to offer flexible and part-time work schedules to female nurses so that they can balance family and workplace demands. Statistically, over 90 percent of the nurses in Franklin are female.

Statute Number Two: The express purpose of this statute is to promote “family values.” It prohibits the adoption of children by same sex couples.

Statute Number Three: The express purpose of this statute is to increase the security of Franklin’s citizens in the face of terrorist threats. It requires all individuals of Middle Eastern origin to register with the Franklin Department of Public Safety and provide proof they are in the country legally.

Student is challenging all three statutes in court on the basis that they violate the Equal Protection Clause of the 14<sup>th</sup> Amendment to the United States Constitution. The lawsuit is proper in all procedural respects.

Discuss fully whether each statute will be found constitutional or unconstitutional under the Equal Protection Clause.

## Question Number 10

Promoter contacted Investor to establish an Ohio corporation (“Company”) for the sale and service of movie projection systems (“Systems”) for theaters in Ohio. Lawyer prepared and filed Articles of Incorporation (“Articles”) for Company. Lawyer, Investor and Promoter were the incorporators. The Articles properly designated Company’s name and its principal place of business. Designation of a Statutory Agent was included with the Articles as required by law. The Articles specified that Company would have 1,000 shares of voting without-par-value stock authorized, and that its purpose would be the sale of Systems and service plans for Systems in theaters only in Ohio. The Articles did not specify the minimum amount of capital. No other provisions were in the Articles.

A Subscription Agreement was signed by Investor and Promoter. Investor agreed to purchase 750 shares for \$75,000, and Promoter agreed to purchase 250 shares for \$25,000, which amounts have been paid and stock certificates issued. There were no meetings of the shareholders or directors, but two written documents were signed by Promoter, Investor and Lawyer. The first writing accepted the Subscription Agreement and adopted a Code of Regulations which provided that the same could be amended by a majority vote of the shareholders, and the Board of Directors would consist of three persons. The second writing provided that all three were elected as directors and that Promoter was elected as President.

Promoter sold four Systems. Sale One was made by Promoter to a theater in Goodtime, Ohio (“Theater 1”) before the Articles were filed, but Company received the payment. Investor was unaware of Sale One. Sale Two was to a theater in Anytown, Ohio (“Theater 2”) and included a one-year service contract for which Company received payment for the System and service contract. Sale Three was to a theater in Nowhere, Ohio (“Theater 3”), and Company received payment for the System by receiving 35% of the stock of Theater 3, an Ohio corporation. Sale Four was to a theater in Hilltown, West Virginia (“Theater 4”). Payment has not been received and Theater 4 is bankrupt. Except for Sale One, all other sales were after the Articles were filed, payment for stock received, and all proceedings described above have been completed.

One year after Sale Four, Investor is dissatisfied with the performance of Company and wishes to terminate business. Promoter informs Investor that Company is insolvent except for the value of the stock of Theater 3, and Theater 3 was entering into a contract to sell all of its assets.

The following lawsuits have been commenced:

1. Theater 1 sued Company, Promoter, Investor and Lawyer for damages for a defective System. Are all of the Defendants liable?
2. Theater 2 has never received any service under the service contract for the System and has sued Company, Promoter, Investor and Lawyer for return of the payment. Are all of the Defendants liable?
3. Company has sued Theater 3 to enjoin the sale of the assets of Theater 3. Can Company prevail?
4. Company has sued Promoter for damages because Theater 4 did not pay for the System. Is Promoter liable to Company for the value of the System?

Explain your answers fully.

## Question Number 11

Barry, an investment advisor, and his personal lawyer, Chuck, thought up and implemented a scheme to defraud investors who had hired Barry to manage their investments. Barry and Chuck siphoned off millions of dollars of investors' money over a period of seven years. Barry's wife of three years, Rhonda, was unaware of the scheme, until she found a secret ledger in her husband's desk and read it. It detailed Barry and Chuck's activities for the whole seven-year period. She told her adult son by a previous marriage about what she had discovered, and they immediately confronted Barry together. Barry broke down and confessed the scheme to them.

The next day Barry talked to Chuck about the potential criminal consequences of their actions. They retained Doug, an independent criminal defense lawyer, to advise them both. Doug met with Barry and Chuck together and counseled them extensively.

Rhonda retained a domestic relations lawyer during the same timeframe and for moral support, took her best friend with her to the first meeting with the lawyer. She showed her lawyer the ledger and told him all about Barry's confession to her and her son. At her lawyer's recommendation, Rhonda turned the ledger over to law enforcement authorities, who subsequently prosecuted Barry and Chuck criminally under Ohio law for fraud and embezzlement. Rhonda also initiated divorce proceedings against Barry.

During the subsequent criminal trial of Chuck and Barry, Chuck turned State's evidence. Doug withdrew as Chuck's attorney with the court's consent and continued to represent Barry. Chuck testified against Barry at trial and pled guilty to a lesser offense in exchange for his testimony.

1. During the criminal trial, the Prosecutor sought to introduce the testimony of Chuck as to the nature and scope of the fraud scheme. Doug objected on the ground of the attorney-client privilege between Barry and Chuck.
2. During the criminal trial, the Prosecutor sought to call Barry's wife, Rhonda, to the stand to testify regarding Barry's admission of the scheme to her and her discovery of the ledger. Rhonda was willing to testify in both respects, but Doug objected on Barry's behalf on the ground of the husband-wife privilege.
3. During the criminal trial, the Prosecutor sought to call Doug as a witness to testify as to his conversations with both Barry and Chuck. Doug objected to testifying on the ground of the attorney-client privilege.
4. During the divorce proceeding, Barry's domestic relations lawyer sought to call Rhonda to testify concerning aspects of the confrontation she and her son had with Barry. Rhonda's lawyer objected on the ground of husband-wife privilege.
5. During the divorce proceeding, Barry's domestic relations lawyer asked Rhonda about the conversation she had with her own lawyer during their first meeting. Specifically, he asked about the ledger and her confrontation with Barry. Rhonda's lawyer objected to the testimony on the ground of attorney-client privilege.

How should the court rule on each of the above objections concerning the privilege issues only? Explain your answers fully.

## Question Number 12

On a recent January afternoon, Dan went out for a walk in his rural neighborhood in Anytown, Ohio. As he approached Neighbor's property, Dan saw an unfamiliar vehicle in the driveway and heard noises coming from the barn. Because he knew that Neighbor was out of town and that there had been an increase in burglaries in the area, Dan approached the barn to investigate. Dan walked into the barn and immediately encountered Burglar, who was piling up tools and other items in Neighbor's barn. Dan pulled a gun from his coat pocket, pointed it at Burglar and told him to put down Neighbor's property and put his hands in the air. Burglar did not obey Dan's orders but instead lunged at him, knocking Dan to the ground. Burglar grabbed the gun from Dan's hand and ran out of the barn. Burglar locked the barn door from the outside, got into his vehicle, and drove away.

Unfortunately, all of the windows in the barn were too high for Dan to reach. The only way out of the barn was through the door that was locked from outside. Although Dan pounded on the door and screamed for help, no one came to assist him. It was bitterly cold that afternoon, so Dan attempted to keep warm by bundling up with old clothing that he found in the barn. He eventually fell asleep.

That evening, Burglar returned because he realized that he must have dropped his wallet during his struggle with Dan in Neighbor's barn. Burglar unlocked the door and came into the barn. Seeing that Dan was asleep, Burglar attempted to quickly find his wallet without waking him. As Burglar quietly rummaged through the barn, Dan woke up and grabbed a large board. Burglar turned around just in time to see Dan charging at him with the board. Dan struck Burglar and knocked him to the ground. While Burglar was down, Dan ran out of the barn, and locked Burglar inside. Dan jumped into Burglar's vehicle with the engine still running in Neighbor's driveway, drove to his house, and called the police.

Burglar has filed a civil tort action against Dan.

What intentional tort claims can Burglar bring against Dan, what defenses might Dan assert to each, and what is the likely outcome of each? Discuss your answers fully.