

## QUESTION NUMBER 1

Supplier and Manufacturer have just completed the fifth of five successive one-year contracts under which Supplier sold widgets to Manufacturer for use in Manufacturer's production. All five contracts were identical, were silent as to the place of delivery, and contained the following term: "Supplier shall supply Manufacturer with 10,000 raw widgets each month."

Although the contracts called for "raw" widgets, Supplier, as a convenience to Manufacturer, had always furnished polished widgets, which saved Manufacturer the cost of doing the necessary polishing. Supplier had also always delivered the widgets to Manufacturer's plant.

Midway through the term of the fifth contract, Supplier sent the following written notice to Manufacturer: "Because of increased costs, I can no longer send you polished widgets and will be sending them to you in raw form as provided for in the plain language of our contract. Furthermore, I will no longer deliver the widgets. You will have to pick them up at my distribution center." Supplier also correctly stated, "All my other customers pick up their widgets. This is the standard practice in the industry."

In fact, Supplier's cost had gone up. However, he could have maintained his customary margin of profit simply by furnishing the raw widgets. It would not have cut into his customary margin of profit if he had continued to deliver them as in the past.

Manufacturer expressed his objection to Supplier but, because he needed the widgets, accepted the remaining shipments in raw form and picked them up at Supplier's distribution center.

When the term of the fifth contract ended, Manufacturer ceased doing business with Supplier and sued Supplier for breach of contract to recover the \$50,000 it had cost Manufacturer to pick up and polish the widgets.

Supplier consulted counsel and, concerned that he might be liable for some damages, sent Manufacturer a letter, enclosing a check, stating, "I believe I may owe you some money under our contract, but I honestly think the amount is no more than \$40,000. The enclosed check for \$40,000 is tendered in full satisfaction of my debt to you." Written on the back of the check were the words "Payment in Full."

Manufacturer wrote "Under Protest" on the back of the check underneath the words "Payment in Full" and then endorsed and cashed the check. Manufacturer then notified Supplier that he had accepted the check in partial payment but that he intended to pursue the lawsuit to recover the additional \$10,000.

1. Was it a breach of contract for Supplier to begin furnishing unpolished widgets? Discuss fully.

2. Was it a breach of contract for Supplier to cease delivering the widgets to Manufacturer's plant? Discuss fully.

3. Does Manufacturer's having cashed the check "Under Protest" preclude him from recovering any additional amount? Discuss fully.

## QUESTION NUMBER 2

Pam filed two separate lawsuits in the Ohio Common Pleas Court against her neighbors.

In the first lawsuit, she sued David for breach of contract, alleging that David had signed but defaulted on a contract agreeing to sell Pam a car for \$1,000. David denied that he had signed any contract and alleged that the signature on the contract was a forgery. At the jury trial, Pam admitted that she had signed David's name at the bottom of the contract but offered no explanation. Notwithstanding Pam's admission of the forgery, the jury returned a verdict in Pam's favor and awarded her damages as prayed for in her complaint.

In the second lawsuit, Pam sued the family living next door to her for allegedly causing a nuisance. She named as defendants Sandra and Sandra's two children, John and Marla. John is 19 years old. He is mentally incapacitated to the extent that he is unaware of his surroundings and requires 24-hour care. Marla is 8 years old.

On December 5, 2005, the three defendants in the second lawsuit were properly served with the summons and complaint. Sandra considered the complaint just another minor annoyance in the running battle with her neighbor, Pam, and did not consult an attorney or file any responsive pleadings on behalf of herself or her children. On February 15, 2006, following a properly made motion for default judgment and based on evidence presented by Pam, the trial court entered a default judgment against Sandra, John, and Marla. At that point, Sandra consulted an attorney on behalf of herself and her children.

1. What successive motions might David make to the trial judge for relief from the jury's verdict *before* entry of judgment on the verdict, and how should the court rule on each? Discuss fully.
2. If the trial court were to enter judgment on the jury's verdict, what additional motion might David make to the trial court for relief *after* entry of judgment, and how should the court rule on that motion? Discuss fully.
3. What motions might Sandra's attorney make to the trial judge on behalf of Sandra, John, and Marla for relief from the default judgment, and how should the court rule on each? Discuss fully.

### QUESTION NUMBER 3

Anna and Bob married and lived in Ohio with their two children, Charles and Darlene. During the marriage, Anna and Bob acquired a home, two parcels of commercial property (Parcels 1 and 2), and a luggage company.

When Anna and Bob divorced amicably in 1970, they agreed to the following distribution of the marital property: Anna kept the luggage company, and Bob kept the home and Parcels 1 and 2.

In 1971, after the divorce, Anna and Bob both executed valid wills. Anna left the luggage company to Charles and Darlene in equal shares. Bob left the home to Charles and Darlene in equal shares, Parcel 1 to Darlene, and Parcel 2 to Charles. Neither will made mention of disposition of the residuary estates.

In 1975, Anna met Tom. They fell in love and married. Tom's prior marriage had ended in divorce. He had no natural children or living relatives, but he maintained a close, familial relationship with Charlotte, his stepdaughter from the prior marriage. Before Anna and Tom married, they had signed a valid antenuptial agreement in which they agreed that each relinquished any rights to the estate of the other that might arise by virtue of the marriage.

Tom never made a will. His principal assets consisted of an apartment building and a \$100,000 life insurance policy on which he named Anna as the beneficiary.

Charles met Charlotte at Anna and Tom's wedding, and they married and eventually had a child, Xavier. At Xavier's birth, Anna executed a valid codicil to her 1971 will leaving "all the rest and residue" of her estate to Xavier.

In 1980, Bob took out a \$25,000 interest-only mortgage on his home and used the money to buy a fishing boat. He also sold the surface rights to Parcel 2 but retained "all gas, oil, and mineral rights in fee."

Darlene had never forgiven Anna and Bob for divorcing, and she hated Tom because his marriage to Anna extinguished the possibility that her parents would reunite. In March 2005, Darlene murdered Bob and Tom. Ten days later, she murdered Anna. Darlene was convicted of the first-degree murder of all three and is serving a life sentence in the penitentiary. Darlene has no children or other issue.

1. To whom and in what proportions should each of the assets in the estates of Anna, Bob, and Tom be distributed? Discuss fully.
2. How should the \$25,000 mortgage lien on Bob's home be allocated? Discuss fully.

#### QUESTION NUMBER 4

Smith, an employee of Ace Department Store (“Ace”), purchased a cashier’s check from Bank and gave the check to Ace to pay the balance on his account. Before Ace could present the check to Bank for payment, Bank became insolvent and could not pay the check. Ace then told Smith that he still owed the entire balance on his account. Smith disputes this position.

While working in the back room of the store, Smith found a check drawn on Ace’s bank account made out in the amount of \$1,000. The check had been signed by Ace’s treasurer, but the name of the payee had been left blank. Smith typed in the name of a fictitious payee, signed the name of the fictitious payee as an endorser on the back of the check and, immediately below that, signed his own name as an endorser. Smith then delivered the check to Frank, his father, who gave him \$1,000 for it.

Frank, without any knowledge of the fictitious payee, endorsed the check to Larry, his lawyer, in payment of legal service Larry had rendered. Larry, also without any knowledge of the fictitious payee, endorsed the check and gave it to Ace to pay for a new television set he had just purchased.

When Ace discovered that the check had been improperly issued, it directed its bank not to pay the check, gave Larry notice of dishonor, and demanded that Larry pay for the television set. Ace did not give notice of dishonor to Smith or Frank. Larry refused to pay.

Smith asked his friend, Richard, to lend him \$25,000 and offered to give him a demand promissory note in return. Richard said he would make the loan but only if Smith could get some cosigners and guarantors. Smith’s mother, Martha, cosigned the note on its face. His father, Frank, also cosigned it, adding the following words after his signature, “I hereby guarantee payment.” Smith also had his friend, Tom, endorse the note on the back. Smith gave the note to Richard and received \$25,000 from Richard. Richard struck out Tom’s signature on the back of the note by drawing a line through it and endorsed the note, adding after his name the words “without recourse.” He then delivered the note to Ace in payment of the balance on his account. Ace did not make demand upon Smith for payment, but there is no indication that Smith is insolvent or otherwise unable to pay the note.

What rights to payment, if any, does Ace have against:

- (a) Smith for the balance due on his account? Discuss fully.
- (b) Larry for payment for the television set? Discuss fully.
- (c) Frank on his endorsement of the check he gave Larry? Discuss fully.
- (d) Martha on the promissory note? Discuss fully.
- (e) Frank on the promissory note? Discuss fully.
- (f) Tom on the promissory note? Discuss fully.
- (g) Richard on the promissory note? Discuss fully.

## QUESTION NUMBER 5

Sam is a licensed lawyer with an active trial practice in New City, Ohio. Betty is a hair stylist who operates a business in New City. She retained Sam to represent her in a dispute with her landlord, Luke. Betty claimed that Luke was in breach of his lease agreement by allowing youth gangs to congregate in the alley behind the building, where they regularly verbally threaten Betty and her customers. The following occurred during Sam's representation of Betty:

1. Sam called Luke and identified himself as a lawyer. Without revealing that he represented Betty, Sam said that he wanted to give Luke the "advice" that it would be in Luke's best interest to reduce to writing the reason why he allows gangs to congregate in the alley. Providing a written, plausible reason, he told Luke, may absolve Luke from liability if a problem ever arose. Sam's real purpose, however, was to get a written admission from Luke that he was aware of the problem so that Sam could then use this admission in Betty's case against Luke. Luke refused to do as Sam requested.

2. Sam then called Betty. Sam instructed her to tell Luke that, unless Luke gave her a written admission that he allowed gangs to congregate in the alley, she would file a criminal complaint against Luke charging him with promoting an unlawful assembly and creating a hazardous condition.

3. When this also failed to intimidate Luke, Sam then instructed Betty to create a written document stating that she first brought the issue to Luke's attention over one year ago and that Luke ignored her. Sam told Betty to date the document so that it would appear to have been written one year earlier. Sam knew that Betty had never actually confronted Luke with the issue, but he wanted Betty to create a "contemporaneous writing" that would support his argument that Luke was aware of the dangerous situation for over a year.

4. Sam then went on vacation. Upon his return, he became involved with numerous other matters and thus decided that Betty's matter could wait. Betty made repeated calls to Sam, but they went unanswered for many months. Sam had decided to ignore Betty's case and to concentrate upon work for more "important" clients. About eight months later, one of Betty's customers was assaulted by a drug-crazed gang member in the alley behind her store. Shaken by the incident, Sam finally prepared and filed a civil suit against Luke on behalf of Betty.

5. In Count I of the Complaint against Luke, Sam alleged a breach of the warranty of habitability and quiet enjoyment under the lease agreement, and in Count II he alleged "a conspiracy to allow a dangerous assembly." After service of the Complaint, Luke's defense counsel immediately called Sam and told him that Count II did not state a recognizable cause of action in Ohio. He also faxed to Sam an Ohio Supreme Court case directly holding that there is no such cause of action in Ohio. Undaunted, Sam responded: "Well, maybe you are right that this isn't the law, but it certainly should be!" Sam refused to withdraw Count II, forcing Luke's attorney to file a motion to dismiss. The motion was immediately granted by the trial court and subsequently affirmed on appeal.

6. Shortly before the trial of the case, Sam contacted several people who he thought, without knowing for certain, might possibly be or know potential jurors. Sam discussed with each of them his opinion of Luke, “just in case they or their friends get called.”

7. At the trial of the case, Betty was reluctant to testify. She revealed to Sam that she once had been convicted of operating an illegal gambling house. She told Sam: “If they ask me on cross-examination if I’ve ever been convicted for anything illegal and if I have to answer, I will just say no.” At trial, Betty was asked that very question. When Sam did not object or say anything, Betty answered “no.”

Did Sam’s conduct described in each of the items enumerated above violate the Ohio Code of Professional Responsibility? Discuss fully.

## QUESTION NUMBER 6

Smith is on trial for murder in the Any County Court of Common Pleas. Approximately one-third of the population of Any County are members of the Amish church. Smith is not Amish.

During jury selection, over the objection of Smith's attorney, the prosecutor used all six of his peremptory challenges to exclude six prospective jurors who were Amish, because of their religion. The trial proceeded, and Smith was convicted. Smith's attorney then moved for a new trial on the ground that the prosecutor's use of peremptory challenges to exclude otherwise qualified jurors solely on the basis of their religion denied the excluded jurors their rights under the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution. The State opposed the motion on the ground that Smith has no standing to assert the equal protection rights of the excluded jurors.

What factors should the court consider in deciding the motion, and how should the court rule on Smith's motion? Discuss fully.



## QUESTION NUMBER 7

On January 2, 2005, the President signed into law a Congressional enactment, the Emergency Gasoline Price Control Act (the “Act”), freezing the price of gasoline for two years. The Act contained provisions for a fine of up to \$50 million for any violation, the creation of an enforcement agency, and the creation of a federal Gasoline Price Control Court. Under the statute, the Price Control Court is vested with the exclusive authority to determine issues arising under the Act, and the U.S. Court of Appeals has no authority to hear appeals from the Price Control Court.

In December 2005, the enforcement agency issued a citation against Octane Corp. (“Octane”), an Ohio gasoline refinery, and assessed a fine of \$7 million. The citation charged Octane with violating the Act by a course of conduct that resulted in numerous gasoline price increases during the summer and fall of 2005.

Octane appeared before the Price Control Court and challenged the legality of the court itself. Octane also challenged the citation on the ground that the Act was injurious to its business. Octane proved that application of the Act would result in massive employee layoffs, would cause Octane’s stock value to plummet, and would drive the company into insolvency.

The Price Control Court found against Octane, issued an injunction restraining Octane from further raising gasoline prices, and affirmed the \$7 million fine. Octane intends to seek review of this decision in the U. S. Supreme Court.

On the same day that the Price Control Court issued its decision, Octane learned that, in an unrelated matter, an Ohio Grand Jury had indicted it and its chief executive officer for criminal securities violations. Octane filed an action in Federal District Court to enjoin the state criminal prosecution.

1. Was the creation of the Price Control Court by Congressional enactment legal?
2. How would Octane proceed to seek review of the Price Control Court’s decision in the U.S. Supreme Court, and what grounds must Octane assert in support of each procedure?
3. Will Octane’s action to enjoin the state criminal prosecution succeed? Discuss each answer fully.

## QUESTION NUMBER 8

Barber and Cook lease adjacent retail shops in Owner's shopping center, Mall, in Purchase, Ohio. Cook intensely dislikes Barber and would like to see him evicted from Mall. Under the terms of the standard lease used by Owner, trafficking in illegal drugs on Mall property is a ground for termination of the lease.

One of Cook's customers told Cook that she saw one of Barber's employees selling marijuana in the parking lot just outside of Barber's shop. Acting on the customer's information, Cook hired a private detective to spy on Barber and his employee in the evenings at their homes. The detective reported back that, although he had seen Barber's employee selling marijuana, he had not seen Barber doing so. Not satisfied with that report, Cook surreptitiously entered and searched Barber's car while it was parked in the parking lot at Mall. He also opened a briefcase he found on the front seat and discovered a small plastic bag of a leafy substance, which Cook assumed was marijuana. In fact, the substance was catnip that Barber was taking home for his cat.

Based on the report of the detective and his own search of Barber's car, Cook printed up some posters bearing photographs of Barber and his employee and the words, "Get the Drug Dealers Out of Mall!" Cook posted these posters at several places in the parking lot.

Cook also called Owner by telephone and said, "Barber and his employee are selling marijuana at Mall. I found marijuana in Barber's car yesterday. I want you to cancel his lease and evict him right now." Owner immediately served Barber with a notice of eviction, citing as the reason Barber's trafficking in illegal drugs. Barber explained truthfully that he never engaged in trafficking and that, if his employee did, he knew nothing about it. Owner refused to relent, and Barber vacated the premises.

Although Cook was unaware of it, Barber was an unpaid volunteer preacher at a local church, and the church was on the verge of entering into a contract to hire Barber as its full-time paid preacher. When members of the congregation saw the posters and brought the allegations against Barber to the attention of the church's governing body, the church dismissed Barber and refused to contract with him.

As a result of these events, Barber has been unable to find a suitable location to reopen his shop, has been without any income for over six months, and has been so upset and embarrassed by the events that he has had to seek and pay for psychiatric care.

What causes of action arising from the above facts can Barber assert against Cook, and what is the likelihood of success on each? Discuss fully.

## QUESTION NUMBER 9

Jane purchased a house in City, Ohio. She obtained a \$100,000 loan from Bank and executed a mortgage to secure the loan. The mortgage document stated in part:

Monthly payment of \$500 shall be due on the 1<sup>st</sup> day of each month. If Bank has not received the full amount of each monthly payment on the date it is due, Mortgagor will be in default. Upon default, Bank may require immediate payment in full of the principal balance and unpaid interest. If immediate payment is not forthcoming, Bank shall have the right to commence foreclosure proceedings.

Bank sold and assigned the mortgage to Creditor, which recorded the mortgage.

To redecorate the house, Jane borrowed \$10,000 from her friend Frank. To secure the loan, Jane signed a document called "Lien Agreement." This agreement contained an accurate description of Jane's property and stated in its entirety: "Frank shall have a lien on said property to secure repayment of the \$10,000 loan, principal and interest payments to be made in the amount of \$200 per month on the first of each month." Frank duly recorded the Lien Agreement.

Jane suffered some financial reverses and began falling behind in paying her debts. She failed to make a mortgage payment to Creditor on the 1<sup>st</sup> of the month, but sent the payment in 10 days later. Creditor nevertheless accepted the payment and deposited the check. However, on the following month, Jane was unable to make a payment at all. Moreover, she failed to make any payments to Frank.

Jane received a letter from Creditor informing her that Creditor was declaring a default under the mortgage and was going to commence foreclosure proceedings. At the time, the balance on the loan was \$99,500. Likewise, she received a letter from Frank demanding immediate payment of all past due payments and threatening that, if the loan was not brought current, he would begin foreclosure proceedings.

The next day, Jane put the house up for sale and was able to attract an offer from Buyer for net proceeds of \$99,500. Jane tendered Buyer's offer over to Creditor. Creditor refused to accept and said it was going to proceed with a foreclosure sale, asserting that Creditor's declaration of a default divested Jane of title to the house.

Jane responded to Frank's letter with a letter of her own, denying that Frank had any right to foreclose because his instrument was not in the form usually required for valid mortgages and did not expressly confer the right to foreclose.

1. What rights, if any, does Bank have under the mortgage? Discuss fully.
2. Was Creditor within its rights to reject Jane's offer and to proceed with a foreclosure sale? Discuss fully.

3. Does the fact that Frank's instrument, as Jane asserts, "was not in the form usually required for valid mortgages and did not expressly confer the right to foreclose" affect any right that Frank might have to foreclose? Discuss fully.
4. Would the sale of the house to Buyer and satisfaction of Creditor's mortgage prevent Frank from commencing foreclosure proceedings on the property or otherwise recovering from Jane? Discuss fully. [Do not discuss priority of interests.]

## QUESTION NUMBER 10

In City, Ohio, the mother of an 8-year-old girl was waiting to pick up her daughter after school. As she waited, she saw a bearded man wearing a red cap and driving a black sedan attempt to lure her daughter into his car. The daughter fled from the man and told her mother that the man had told her to get into his car so he could buy her an ice cream cone. As the man drove away, the mother jotted down the number of the man's license plate and placed an emergency 911 telephone call. The police ascertained that the license plate number belonged to a car registered to James Small, who resided at 123 Elm Street in City and who was also a registered sex offender.

Two uniformed officers went immediately to 123 Elm Street and knocked on the front door. Within seconds, a girl appearing to be 14 to 15 years old opened the door. One of the officers said, "Do you live here?" The girl said, "Yeah." The officer said, "Is James Small home?" The girl said, "He's not home right now." The officer asked, "Can we come in and look around?" When the girl said, "Yeah, sure," the officers went from room to room looking to see if Small was present. They found no one but, on the kitchen table, one of the officers saw a number of small plastic bags containing what, based on his law enforcement experience, appeared to be crack cocaine. There were also various items of drug paraphernalia, and a laptop computer that was closed and turned off. The officers seized the plastic bags, the paraphernalia, and the computer.

As the officers were carrying these items out to the squad car, they saw a black sedan with the license number that had been reported approach the house and then suddenly speed up. They followed and stopped the black sedan within a few blocks. The driver was bearded and wore a red cap. The officers told him to get out of the car and asked, "Are you James Small?" When the man said, "Yeah," one of the officers said, "You're under arrest," and patted him down for weapons.

The other officer searched the passenger compartment of the car and, in the glove box, found Small's wallet, a number of unlabelled computer disks, and what appeared to be a pipe for smoking crack cocaine. When the officer opened the wallet to check for a driver's license, he saw a small slip of paper with numbers and a Web site designation written on it. The officer carried the computer disks, the crack pipe, and the slip of paper to the squad car; he put Small's wallet back in the glove box. He then called a police tow truck to take the black sedan to the impound yard to be held until he could get a warrant to conduct a more thorough search.

The police laboratory later confirmed that the small plastic bags taken from the kitchen contained crack cocaine, that the numbers and Web site written on the scrap of paper were a password and a child pornography Web site, and that the hard drive on the laptop computer and the computer disks contained child pornography. Small was eventually charged with possession of cocaine and drug paraphernalia, possession of child pornography, and attempted kidnapping.

In a pretrial motion, Small's attorney moved to suppress (i) the crack cocaine, the drug paraphernalia, and the laptop computer taken from the kitchen; (ii) the crack pipe and computer disks taken from the glove box and the scrap of paper taken from Small's wallet; and (iii) the black sedan, all on the ground that these warrantless seizures violated Small's Fourth Amendment rights.

How should the court rule on the motion as to each of the enumerated items of evidence? Discuss fully.

## QUESTION NUMBER 11

B Corp. is an Ohio corporation that sells honey. Its Board of Directors has six members, one of whom is Drake, who is also an executive officer of B Corp. The Code of Regulations of B Corp. requires that all six directors be present at Board meetings to constitute a quorum. Sharon is the sole shareholder of B Corp. She is neither a director nor an officer.

B Corp. has always purchased its honeybees from local Ohio cultivators and beekeepers. For many years, B Corp. has purchased its jars, bottles, and other containers from Containers, Inc., which is the largest employer in the community where B Corp. is located.

At the regular annual meeting of B Corp.'s Board, at which all six directors were present, the Board took the following actions:

1. Drake disclosed to the Board that he was the owner of MedBees, an importer of a species of Mediterranean honey-producing bees. Drake proposed a contract with B Corp. for the sale of the honeybees imported by MedBees and disclosed to the Board that he would benefit personally from the contract. The price in the contract proposed by Drake was about twice that for bees purchased from local producers. Drake furnished copies of a study made by Mediterranean entomologists showing that Mediterranean bees produced honey of superior quality and in quantities twice that of local bees. A local entomologist retained by the Board to advise it rendered an opinion confirming the findings of the Mediterranean entomologists and concluded that, considering the quantity and quality of honey produced by Mediterranean bees, the price proposed by MedBees was fair.

The Board voted unanimously, with Drake abstaining, to approve the contract and to purchase MedBees' entire supply of bees for the next two years.

2. The directors, considering the long relationship with Containers, Inc. and Containers, Inc.'s standing in the community, voted unanimously to approve the renewal of the contract with Containers, Inc. to supply containers to B Corp. The contract price was reasonable, but it was marginally higher than bids submitted by out-of-town competitors of Containers, Inc.

3. The directors voted unanimously to award a supplemental pension totaling \$250,000 to Rhett, a recently retired director and former chief executive officer. This was put forth as a means of rewarding Rhett for his past service. During his tenure, he had been largely responsible for increasing B Corp.'s annual revenues from \$5 million to its current level of about \$25 million during a period when B Corp.'s competitors had suffered declines in annual revenues. Neither B Corp. nor any of its competitors had ever previously paid a pension benefit of this magnitude to a retired director and officer.

4. On the recommendation of the Board's Committee on Charitable Giving, the directors voted unanimously to approve a \$10,000 payment to Connor, an individual who represented to the Committee that the funds would be used to form a foundation for the benefit

of underprivileged children. Connor, who had no affiliation with B Corp., had a criminal history of converting corporate donations to his own personal use. Neither the Committee nor the Board had conducted any research into Connor's background or the proposed foundation.

Sharon, as sole shareholder of B Corp., objects to these four actions of the Board and challenges them as being improper under Ohio law.

For each of the four Board actions, what grounds might Sharon assert in a properly filed derivative action in support of her challenges, what defenses might the Board assert, and what is the likely outcome on each? Discuss fully.



## QUESTION NUMBER 12

Husband and Wife married in 1990 and lived throughout the marriage in Ohio. During the marriage, Husband ran a very successful business but failed to report significant portions of the business income on the couple's tax returns. This became a major source of contention during the marriage and, before their separation, Husband repeatedly told Wife that it was none of her business if he wanted to "chisel" on his taxes. In late 2004, Husband and Wife separated and, in 2005, Husband sued Wife for divorce.

Husband frequently played golf with his best friend, Art, who happened to be an attorney. On one occasion after Husband had sued for divorce, Husband and Art were playing golf. Within earshot of the caddies who were carrying their golf clubs, Husband told Art that he was concerned that Wife was going to make a big issue of the unreported income. Husband then explained to Art that he had "the situation covered" because he had "cooked the books" to disguise the income.

Husband also had the same discussion during a counseling session with Bob, a psychiatrist who was treating Husband for depression due to the pending divorce proceedings.

Since her separation from Husband, Wife had been receiving counseling from Priest, the priest at the church she attended. Once during a bake sale sponsored by the church, Priest mentioned to Wife that the proceeds of the bake sale were to go toward a new roof for the church but that the church would need much more money to cover the cost. Wife said that she expected to receive a windfall in the divorce proceedings once she disclosed to the government what she had learned during the marriage about Husband's failure to report taxable income. Wife told Priest she would then make a sizeable donation to the roof fund.

After the divorce, the federal government indicted Husband on tax evasion charges. The government's attorney subpoenaed Wife, Art, Bob, and Priest to testify at trial as to any information they had on Husband's tax evasion. Husband's attorney moved to quash the subpoenas on the ground that all communications with those witnesses regarding Husband's tax evasion were privileged.

How should the court rule on the motion as to each witness? Discuss fully.