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### **1. Equitable remedies against Barbara by Steve**

#### **Fraudulent misrepresentation**

Someone induce the other party to sign the contract with fraudulent information, and other party reliance on the party's statement, the other party suffered damage for the fraudulent statement.

Here, Steve(S) asked if the documents included the part that he retained the mineral rights and had access to the land when he met with Barbara(B) to sign the paper. However Barbara do not told her attorney of S's conditions and it is not in the papers signed by S. B is aware of the condition of the contract but she intent to not include this terms, thus the contract was signed under fraudulent misrepresentation.

#### **TRO**

Temporary restrain order require for 1) irreparable injury, 2) Balance interest between plaintiff and defendant, and public interest, 4) likely successfully on the merits. However, S will not suffer an irreparable injury under the circumstances because he was asking for access to the land. There also had no other threat to his rights as stated in the facts. And his rights can be granted after the judgement.

Thus, there is no need for TRO under the totality of the circumstances.

#### **Specific Performance**

1) valid contract 2) condition on the performance 3) inadequate legal remedies 4) feasibility 5) defense.

There is a valid contract between S and B, and the sale is completed, S and his geologist want to investigate whether his former property had any mineral deposits. There won't be any adequate legal remedies for S, because there is no valuation of the mineral deposits before S and his geologist allowed to enter in the land to investigate. It also won't have any burden or difficulty for the court to grant such access. The court just need to approve S did have the rights to retained the mineral rights and had access to the land.

Also, there is no any defense for B, because she was making fraudulent information to convince S to signed the contract as stated above.

Thus, it is most likely the court will grant a specific performance as equitable remedies for S.

### **2. Equitable remedies against Barbara by Acme**

#### **Replevin**

The plaintiff is allowed to retrieve her property after a bond at trial.

Here, B had embezzled total \$270,000 from Acme and Acme is allowed to achieve all the money taken by the embezzlement of B.

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## **Ejectment**

Ejectment was used to evict the tenant as a remedy for the landlord. Here, since B had purchased S's property with the embezzlement from Acme. Thus Acme is able to eject B from half of the property and become the tenant in common with B on S's property.

## **Constructive Trust**

Under constructive trust, Acme will be able to ask for any trust interest B owned through the embezzled money if it exists.

## **Equitable Lien**

Acme is also allowed to ask for a court-ordered sale for the half of S's property, since half of the purchase money paid by B was embezzled from Acme, thus Acme is able to sale the property and achieve the price.

### **3. The amount of money can be recovered by Acme**

Here, B embezzled \$ 20,000 from Acme, which she deposited in her checking account, she used the \$20,000 and the remaining \$5,000 in her checking account to paid off \$25,000 of her outstanding debts. After that, her checking account balance to zero. Subsequently, B deposited \$ 10,000 of her own money into the checking account.

Thus the amount of money can be recovered by Acme form B's checking account should be \$20,000, since there is only \$10,000 in the checking amount, then Acme is allowed to achieve \$10,000 from B's checking amount.

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**END OF EXAM**