REMEDIES FINAL EXAM

PROFESSOR COYNE		
SPRING 2023	Student ID Number:	

2023 Final Examination Instructions

Use your ID Number on your response.

There are two parts to this examination.

Essay Question Section One--requires you to author a well-written essay response to the question referencing and defining the appropriate law while applying it to the fact pattern in a comprehensive manner to the call of the question.

Short Answer--Define Fully and Apply. Section Two--requires you to fully define the concept then explain how it applies to the Essay Question in Section One. If you determine the concept does not apply, then say so while explaining why.

As a student at MSLAW you are aware of MSLAW's zero tolerance policy for dishonest behavior, cheating, and or form of dishonorable conduct.

During this examination, you must not have anything at or near your desk other than the examination, your laptop if you are typing, blue books, and writing instruments.

You must immediately submit your examination following the end of 180 minutes if you have not already done so. Monitoring of your activity will take place throughout the examination. You agree to submit your electronic devices for examination if there is any question of inappropriate conduct.

This is a closed-book examination. You are not permitted to use papers, personal effects, additional electronic devices, or any other means that could aid in completing this examination, create any unfair advantage in completing this examination, or otherwise frustrate the honest administration of this examination as a closed-book examination. You will face disciplinary charges if you confer with others by any means or violate MSLAW's Honor Code in any way.

If any of these rules are violated, you will receive an F on your examination and disciplinary action will follow.

You are required to inform Dean Sullivan of any information you have of any of your classmates violating the Honor Code. Failure to report any such behavior is a violation of the Honor Code.

Please take the time to think about and organize your answers. Please do not just define the issue of law, but carefully apply it to the facts and clearly state what the ramifications of your conclusion are. Write well-structured responses.

You will be graded on your knowledge of the law, ability to analyze the issues, and your treatment of the issues.

You have 180 minutes to submit your answer using only your exam number to identify you.

Section One Essay Question One

1. Sean Tayana of Salem, Massachusetts is the President of OZORGANICS.Inc., a Maine corporation with offices in Salem, MA, Providence, RI and Portland, ME. OZORGANICS.Inc. provides proprietary information, supplies, genetically engineered seeds, and management to the expanding organic food industry in New England. It does this through its wholesale supply division and websites, OZORGANICS.com and Sofresh.com. It has highly skilled and expensively-trained, employees, most of whom have advanced degrees in science, law, and business.

OZORGANICS has a rural growing and manufacturing facility in Andover, Massachusetts near the Merrimack River and the Methuen border called Landofoz. All its employees sign Confidentiality/Nondisclosure/Noncompete Agreements, preventing them from disclosing proprietary company information to anyone and prohibiting them from working for any competing organic food business of any sort for one year after departing the company. OZORGANICS has an insurance policy with Andover Insurance headquartered in Andover, Massachusetts, providing protection against the misappropriation of company property.

Last month Tayana, along with three other organic experts Rosie Mirbel, Mirlene Jaimy, and Brittany Lee, who were working at OZORGANICS's growing and manufacturing facility in Andover, Massachusetts, left OZORGANICS to create LivBetter.com and formed a New Hampshire corporation of the same name with the business in a building adjacent to Landofoz in Andover. Two weeks ago, OZORGANICS discovered that its new customer catalog, fall marketing plans,

customer lists, specialty products, and other proprietary organic food delivery devices were missing from the secure area the company maintained in Andover.

Andover Insurance, OZORGANICS Insurance Company, has denied coverage for any of the losses and filed a suit in Federal District Court in Massachusetts requesting a Declaratory Judgment affirming its position that payment for that policy was not made timely. OZORGANICS claims that the contract between them has a clause requiring arbitration of all disputes and moved to dismiss the suit and compel arbitration.

In investigating the loss of company property and securing the boundary of Landofoz's 20-acre property, OZORGANICS discovered that the foundation for LivBetter.com's building encroaches on OZORGANICS' property by a few inches for the full length of the 300-foot building. It was also discovered that the only means of access to LivBetter's building is through OZORGANICS' land.

Landofoz, area neighbors are also started to complaining about the strong odor of natural fertilizers and "funky smells" coming from the organic food waste. One neighbor, Meghan Edwards, sold her home at a significant loss because her asthma got so bad that her breathing was disrupted to the point where she was hospitalized on multiple occasions.

Essay Question Part A.

Please describe what steps you would take to remedy the issue with Tayana and the others leaving to start the competing business, providing detail to the procedural steps necessary to resolve those issues.

Essay Question Part B.

What would you do about the issues with the neighbors and the boundary dispute?

Section Two

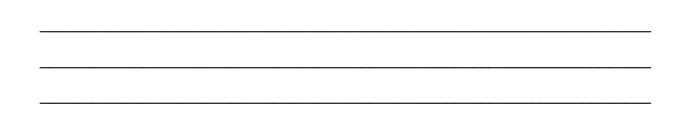
Short Answer Define Fully and Apply all concepts in questions 1-10--requires you in one beautifully written paragraph to fully define the concept then explain how it applies to the Essay Question in Section One. If you determine the concept does not apply, then say so while explaining why.

1.	Post Judgment Remedies	<u> </u>
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2. Injunctive Relief			
		 	.
3. Wang Test			
. Bond		 	
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. Expec	ctancy and F	Reliance D	Damages_		 	
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Constr	ructive Trus	t and Res	sulting Tru	ıst	 	
					 	
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Finding	gs of Fact ar	ıd Conclu	isions of L	aw		
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8.	Equitable Defenses
9.	93A and 176D
10	. Specific Performance of Personal Services Contracts



Enjoy your summer!

RemediesFINALspring2023/Remedies/Coyne

REMEDIES FINAL EXAM

PROFESSOR COYNE		
SPRING 2022	Student ID Number:	

2022 Final Examination Instructions:

Use your ID Number on your response.

There are three parts to this examination.

Essay Question Section One-requires you to author a well-written essay response to the question referencing and defining the appropriate law while applying it to the fact pattern in a comprehensive manner to the call of the question.

Short Answer Define Fully and Apply Section Two- requires you to fully define the concept then explain how it applies to the Essay Question in Section One. If you determine the concept does not apply, then say so while explaining why.

Multiple Choice/TF Section Three- Determine the correct answer for each of these ten questions and state the answer.

As a student at MSLAW you are aware of MSLAW's zero tolerance policy for dishonest behavior, cheating, and or form of dishonorable conduct.

During this examination, you must not have anything at or near your desk other than the examination, your laptop if you are typing, blue books, and writing instruments.

You must immediately submit your examination following the end of 180 minutes if you have not already done so. Monitoring of your activity will take place throughout the examination and your activities will be recorded for evaluation and further investigation if advisable. You agree to submit your electronic devices for examination if there is any question of inappropriate conduct.

This is a closed-book examination. You are not permitted to use papers, personal effects, additional electronic devices, or any other means that could aid in completing this examination, create any unfair advantage in completing this examination, or otherwise frustrate the honest administration of this examination as a closed-book examination. You will face disciplinary charges if you confer with others by any means or violate MSLAW's Honor Code in any way.

If any of these rules are violated, you will receive an F on your examination and disciplinary action will likely follow.

You are required to inform Dean Sullivan of any information you have of any of your classmates violating the Honor Code. Failure to report any such behavior is a violation of the Honor Code.

Please take the time to think about and organize your answers. Please do not just define the issue of law, but carefully apply it to the facts and clearly state what the ramifications of your conclusion are. Write well-structured responses.

You will be graded on your knowledge of the law, ability to analyze the issues, and your treatment of the issues.

You have 180 minutes to submit your answer using only your exam number to identify you.

Essay Question Section One

Michael Kyzer of Newburyport, Massachusetts was the Executive Officer and Vice President for GREENTHERAPY.com, a Maine corporation with offices in Newburyport, MA, Providence, RI and Portland, ME. GREENTHERAPY.com provides proprietary information, supplies, medical assistance, genetically engineered seeds, and management to the expanding marijuana industry in New England. It does this through its websites, GREENTHERAPY.com and NEpot.com and through its highly—and expensively-trained specialists, most of whom have advanced degrees in science, law, and business.

GREENTHERAPY has a rural growing and manufacturing facility in Amesbury, Massachusetts near the river and the Salisbury border called Weedvanna. All its employees sign Confidentiality/Nondisclosure /Noncompete Agreements, preventing them from disclosing proprietary company information to anyone and prohibiting them from working for any competing marijuana business of any sort for one year after departing the company. GREENTHERAPY has an insurance policy with Amesbury Insurance headquartered in Amesbury, Massachusetts, providing for protection against the misappropriation of company property.

Last month Kyzer, along with three other "executive herbalists," Fallon Isaac, Sabrina Romvos, and Roberto Velyn, who were working at GREENTHERAPY's rural growing and manufacturing facility in Amesbury, Massachusetts, left

GREENTHERAPY to create WeedsRUs.com and formed a New York corporation of the same name in a building adjacent to Weedvanna in Amesbury. Two weeks ago, GREENTHERAPY discovered that its new customer catalog, fall marketing plans, customer lists, seeds, atomizers, and other improved marijuana delivery devices were missing from the secure area the company maintained in Amesbury.

GREENTHERAPY.com filed a claim for the missing property valued at over \$500,000 with Amesbury Insurance. Amesbury Insurance has denied coverage for any of the losses and filed suit in Federal District Court in Massachusetts requesting a Declaratory Judgment affirming its position that since Massachusetts did not provide for the use of legalized marijuana when the policy was initially obtained, even though it does now, that the insurance cannot cover the previous illegal activity.

In investigating the loss of company property and securing the boundary of Weedvanna's 20-acre property, GREENTHERAPY discovered that the foundation for WeedsRUs.com's building encroaches on GREENTHERAPY.com's property by a few inches for the full length of the 300-foot building. It also discovered that the only means of access to WeedsRUs' building is through GREENTHERAPY.com's land.

After WeedsRUs began its operations adjacent to Weedvanna, area neighbors have also started to complain about the strong odor of marijuana emitting from the adjacent marijuana farms in Amesbury and have complained about the strong smell at both harvest time and as the product is evaluated by burning it outdoors in 50-gallon drums. They worry that their pets are getting high from the fumes in their yards.

Essay Question part A.

Please describe what steps you would take to remedy the issue with Kyzer and the others leaving to start the competing business, providing detail to the procedural steps necessary to resolve those issues.

Essay Question Part B.

What issues does the Amesbury Insurance suit raise and how are they likely to resolve?

Essay Question Part Three.

Section Two

Short Answer Define Fully and Apply - requires you in one beautifully written paragraph to fully define the concept then explain how it applies to the Essay Question

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Injunctive Reli	et	 	
Wang Test		 	
		 	
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Dand			
Bond		 	
		 	

in Section One. If you determine the concept does not apply, then say so while

5. Constructive Trust and Resulting	
. Constituence Trust and Resulting	
6. Findings of Fact and Conclusions of Law	
Tinuings of Fact and Conclusions of Law	
'. Equitable Defenses	
7. Equitable Defenses	
'. Equitable Defenses	
'. Equitable Defenses	

8. 93A and 176D	
9. Post Judgment Remedies	
10. Specific Performance of Personal Services Contract	

Section Three

Multiple Choice/TF Section Three- Determine the correct answers for each of these ten questions and circle all that apply for one to five and circle True or False to answer six through ten.

- 1. Which of the following is not required to establish a private nuisance claim.
 - A. Plaintiff's possessory interest in the land.
 - B. Defendant must have intentionally sought to interfere with the use and enjoyment of the Plaintiff's property.
- C. Defendant's actions must be a substantial and unreasonable interference with the use and enjoyment of Plaintiff's property.
- 2. Orders granting injunctions and restraining orders must:
 - A. Describe in reasonable detail—and not by referring to the complaint or other document—the act or acts restrained or required.
 - B. State the reasons why it issued.
 - C. State its terms specifically.
 - D. All the above.
 - E. A and C only.
- 3. In a criminal contempt proceeding for nonpayment of support the Judge, sitting without a jury, may order the Defendant
 - A. to immediately pay the entire arrears
 - B. to be incarcerated for 9 months
 - C. to pay the Plaintiff's attorney fees
 - D. all the above
 - E. A and B above

- F. A and C above
- G. B and C above
- 4. Expectation damages provide the non-breaching party...
 - A. The Benefit of the Bargain.
 - B. The position he would have been in had the contract been performed.
 - C. The position he would have been in had the contract never been entered into.
 - D. All the above.
 - E. A and B.
- 5. According to Boomer, the Court should consider the harm to the Plaintiffs and the public benefit of the claimed nuisance and may...
 - A. Grant an immediate injunction prohibiting the continuation of the nuisance.
 - B. Grant an injunction prohibiting the continuation of the nuisance but delay its implementation for some time to encourage abatement of the nuisance.
 - C. Grant an injunction in Plaintiff's favor but vacate it upon Defendant's payment of permanent damages.
 - D. Deny the injunction and award permanent damages especially if the public is benefited and the Plaintiffs came to the nuisance.
 - E. All of the above are permissible.

Answer True or False and submit with your written response.

6. The ADA prohibits discrimination against employees with disabilities who have a physical or mental impairment that substantially limits a major life

activity as	s well as	employees	who a	re not	disabled	but a	re perce	eived a	as be	ing
so.										

True False

7. An arbitration provision in an employee's contract covering employee related employment disputes prevents the EEOC from pursuing relief after receiving a complaint from that employee.

True False

8. Removal jurisdiction allows an out of state Defendant to remove all actions that are filed in state court that could have been filed in Federal Court had Plaintiff chosen to enter it there.

True False

9. Comity refers to the spirit of cooperation and respect in which a tribunal approaches the resolution of cases touching the laws and interests of other sovereigns.

True False

10. Under FRCP 52, in an action tried on the facts without a jury, the court must find the facts specially and state its conclusions of law separately.

True False

RemediesFINALspring2022/Coyne/Remedies

REMEDIES FINAL EXAM

PROFESSOR COYNE	
SPRING 2021	Student ID Number:

2021 Final Examination Instructions

Use your ID Number on your response you submit through Examplify.

There are three parts to this examination.

Essay Question Section One-requires you to write a well-written essay response to the question referencing and defining the appropriate law while applying it to the fact pattern in a comprehensive manner to the call of the question.

Short Answer Define Fully and Apply Section Two- requires you to fully define the concept then explain how it applies to the Essay Question in Section One. If you determine the concept does not apply, then say so while explaining why.

Multiple Choice/TF Section Three- Determine the correct answer for each of these 10 questions and state the answer.

As a student at MSLAW you are aware of MSLAW's zero tolerance policy for dishonest behavior, cheating, and or form of dishonorable conduct.

During this examination, you must be appropriately attired with the Examplify application open. The camera must be turned on and you must remain in view of the camera during the examination unless you need a brief bathroom break. You agree to comply with any requests to change the angle or view of the camera. If the camera is turned off or you become no longer visible on camera, other than for a brief bathroom break, then you will receive an F on the exam and the matter will be referred for appropriate disciplinary action.

You must upload your answer through the application immediately following the end of 180 minutes if you have not already done so. Monitoring of your activity will take place throughout the examination and your activities will be recorded for evaluation and further investigation if advisable. You agree to submit your electronic devices for examination if there is any question of inappropriate conduct.

This is a closed-book examination. You may highlight and make notes as the

application provides. You are not permitted to use papers, personal effects, additional electronic devices, or any other means that could aid in completing this examination, create any unfair advantage in completing this examination, or otherwise frustrate the honest administration of this examination as a closed-book examination. You will face disciplinary charges and likely expulsion if you plagiarize your answers, cut and paste material, confer with others by any means, or violate MSLAW's Honor Code in any way.

If any of these rules are violated, you will receive an F on your examination and disciplinary action will likely follow.

You are required to inform Dean Sullivan of any information you have of any of your classmates violating the Honor Code. Failure to report any such behavior is a violation of the Honor Code.

Please take the time to think about and organize your answers. Please do not just define the issue of law, but carefully apply it to the facts and clearly state what the ramifications of your conclusion are. Write well-structured responses.

You will be graded on your knowledge of the law, ability to analyze the issues, and your treatment of the issues.

You have 180 minutes to submit your answer using only your exam number to identify you.

Essay Question Section One

Brian Brown of Merrimac, Massachusetts was the Executive Officer and Vice President for UBERWEED.com, a Maine corporation with offices in Merrimac, MA, Providence, RI and Portland, ME. UBERWEED.com provides proprietary information, supplies, medical assistance, genetically engineered seeds, and management to the exploding marijuana industry in New England. It does this through its websites, UBERWEED.com and NEpot.com and through its highly—and expensively-trained specialists, most of whom have advanced degrees in science, law, and business.

UBERWEED has a rural growing and manufacturing facility in Andover, Massachusetts near the Merrimack River and the Tewksbury border called Skunkville. All its employees sign Confidentiality/Nondisclosure /Noncompete Agreements, preventing them from disclosing proprietary company information to anyone and prohibiting them from working for any competing marijuana business of any sort for

one year after departing the company. UBERWEED has an insurance policy with Andover Insurance headquartered in Andover, Massachusetts, providing for protection against the misappropriation of company property.

Last month Brown, along with three other "executive herbalists", Morrison Moynihan, Sabrina Donny, and Rachel Eddie, who were working at UBERWEED's rural growing and manufacturing facility in Andover, Massachusetts, left UBERWEED to create WeedsRUs.com and formed a New York corporation of the same name in a building adjacent to Skunkville in Andover. Two weeks ago, UBERWEED discovered that its new customer catalog, fall marketing plans, customer lists, seeds, atomizers, and other improved marijuana delivery devices were missing from the secure area the company maintained in Andover.

UBERWEED.com filed a claim for the missing property valued at over \$500,000 with Andover Insurance. Andover Insurance has denied coverage for any of the losses and filed suit in Federal District Court in Massachusetts requesting a Declaratory Judgment affirming its position that since Massachusetts did not provide for the use of legalized marijuana when the policy was initially obtained even though it does now, that the insurance cannot cover illegal activity.

In investigating the loss of company property and securing the boundary of Skunkville's 20-acre property, UBERWEED discovered that the foundation for WeedsRUs.com's building encroaches on UBERWEED.com's property by a few inches for the full length of the 300-foot building. It also discovered that the only means of access to WeedsRUs' building is through UBERWEED.com's land.

After WeedsRUs began its operations adjacent to Skunkville, area neighbors have also started to complain about the strong odor of marijuana emitting from the adjacent marijuana farms in Andover and have complained about the strong smell at both harvest time and as the product is tested by burning it outdoors in 50-gallon drums.

Essay Question part A.

Please describe what steps you would take to remedy the issue with Brown and the others leaving to start the competing business, providing detail to the procedural steps necessary to resolve those issues.

Essay Question Part B.

What issues does the Andover Insurance suit raise and how are they likely to resolve?

Essay Question Part Three.

What would you do about the boundary dispute and the grumbling neighbors?

Section Two

Short Answer Define Fully and Apply - requires you in one well written paragraph to fully define the concept then explain how it applies to the Essay Question in Section One. If you determine the concept does not apply, then say so while explaining why.

- 1. Injunctive Relief
- 2. Wang Test
- 3. Bond
- 4. Expectancy and Reliance Damages
- 5. Constructive Trust and Resulting
- 6. Findings of Fact and Conclusions of Law
- 7. Equitable Defenses
- 8. 93A and 176D
- 9. Post Judgment Remedies
- 10. De Minimis

Section Three

Multiple Choice/TF Section Three- Determine the correct answer for each of these 10 questions and state the answer.

- 1. Which of the following is not required to establish a private nuisance claim.
 - A. Plaintiff's possessory interest in the land.
 - B. Defendant must have intentionally sought to interfere with the use and enjoyment of the Plaintiff's property.
 - C. Defendant's actions must be a substantial and unreasonable interference with the use and enjoyment of Plaintiff's property.
- 2. Orders granting injunctions and restraining orders must:
 - A. Describe in reasonable detail—and not by referring to the complaint or other document—the act or acts restrained or required.
 - B. State the reasons why it issued.

	C.	State its terms specifically.
	D.	All the above.
	E.	A and C only.
3. sittin		criminal contempt proceeding for nonpayment of support the Judge, out a jury, may order the Defendant
	A.	to immediately pay the entire arrears
	В.	to be incarcerated for 9 months
	C.	to pay the Plaintiff's attorney fees
	D.	all the above
	E.	A and B above
	F.	A and C above
	G.	B and C above
4.	Expe	ectation damages provide the non-breaching party
	A.	The Benefit of the Bargain.
	В.	The position he would have been in had the contract been performed.
enter	C. red.	The position he would have been in had the contract never been
	D.	All the above.
	E.	A and B.
5.	Selec	ct only those that apply.
		ording to Boomer, the Court should consider the harm to the Plaintiffs the public benefit of the claimed nuisance and may

- A. Grant an immediate injunction prohibiting the continuation of the nuisance.
- B. Grant an injunction prohibiting the continuation of the nuisance but delay its implementation for some time to encourage abatement of the nuisance.
- C. Grant an injunction in Plaintiff's favor but vacate it upon Defendant's payment of permanent damages.
- D. Deny the injunction and award permanent damages especially if the public is benefited and the Plaintiffs came to the nuisance.

Answer True or False and submit with your written response.

6. The ADA prohibits discrimination against employees with disabilities who have a physical or mental impairment that substantially limits a major life activity as well as employees who are not disabled but are perceived as being so.

True False

7. An arbitration provision in an employee's contract covering employee related employment disputes prevents the EEOC from pursuing relief after receiving a complaint from that employee.

True False

8. Removal jurisdiction allows an out of state Defendant to remove all actions that are filed in state court that could have been filed in Federal Court had Plaintiff chosen to enter it there.

True False

9. Comity refers to the spirit of cooperation and respect in which a tribunal approaches the resolution of cases touching the laws and interests of other sovereigns.

True False

10. Under FRCP 52, in an action tried on the facts without a jury, the court must find the facts specially and state its conclusions of law separately.

True False

Cell phones and other electronic devices including smart watches are not permitted on your person. You must not have any electronic devices on your person or near you and if any are in the room, they must be powered off. You should place all your personal items at the front or sides of the room. You are not permitted to consult with anyone or look at anything other than the examination and your blue book. Noncompliance will result in disciplinary charges.

REMEDIES FINAL EXAM

PROFESSOR COYNE		
SPRING 2019	Student ID Number:	

Not everything that is faced can be changed. Nevertheless, nothing can be changed until it is faced.

James Baldwin

Use your ID number on the blue book as well. Write legibly and coherently.

You will be graded on your knowledge, ability to analyze the issues and your treatment of the issues.

PART 1

Fred Brown of Newburyport, Massachusetts was the Executive Officer and Vice President for NEmarijuana247.com, a Maine corporation with offices in Newburyport, MA, Providence, RI and Portland, ME. NEmarijuana247.com provides proprietary information, supplies, medical assistance, genetically engineered seeds, and management to the exploding marijuana industry in New England. It does this through its websites, NEmarijuana247.com and NEpot.com and through its highly—and expensively-trained specialists, most of whom have advanced degrees in science, law and business.

NEmarijuana247 has a rural growing and manufacturing facility in Andover, Massachusetts near the Merrimack River and the Tewksbury border called Much Higher Ground. All of its employees sign Confidentiality/Nondisclosure/Noncompete Agreements, preventing them from disclosing proprietary company information to anyone and prohibiting them from working for any competing marijuana business of any sort for one year after departing the company. NEmarijuana247 has an insurance policy with Newport Insurance headquartered in Newport, Connecticut, providing for protection against the misappropriation of company property.

Last month Brown, along with three other "executive herbalists", Marissa Imani,

Sarkodieh Jeeves and Manesh Khan, who were working at NEmarijuana247's rural growing and manufacturing facility in Andover, Massachusetts, left NEmarijuana247 to create GoodWeeds.com and formed a New York corporation of the same name in a building adjacent to Much Higher Ground in Andover. Two weeks ago, NEmarijuana247 discovered that its new customer catalog, Fall marketing plans, customer lists, seeds, atomizers, and other improved marijuana delivery devices were missing from the secure area the company maintained in Andover.

NEmarijuana247.com filed a claim for the missing property valued at over \$500,000 with Newport Insurance. Newport Insurance has denied coverage for any of the losses and filed suit in Federal District Court in Connecticut requesting a Declaratory Judgment affirming its position that since Connecticut does not provide for the use of legalized marijuana that the insurance cannot cover illegal activity.

NEmarijuana247.com is irate with Brown and the others and demands that you "burn those fields to the ground in court." The company feels that it has already been significantly damaged, as it has lost four of the largest dispensaries in the Northeast to GoodWeeds Inc. and revenues are in decline.

In investigating the loss of company property and securing the boundary of Much Higher Ground's 20-acre property, NEmarijuana247 discovered that the foundation for GoodWeeds.com's building encroaches on NEmarijuana247.com's property by a few inches for the full length of the 300-foot building. It also discovered that the only means of access to GoodWeeds' building is through NEmarijuana247.com's land.

After GoodWeeds began its operations adjacent to Much Higher Ground, area neighbors have also started to complain about the strong odor of marijuana emitting from the adjacent marijuana farms in Andover and have complained about the strong smell at both harvest time and as the product is "field tested" by burning it outdoors in 50 gallon drums.

Ouestion One

Please describe what steps you would take to remedy the issue with Brown and the others leaving to start the competing business, providing detail to the procedural steps necessary to resolve those issues.

Question Two

What issues does the Connecticut suit raise and how is that likely to resolve?

Question Three

What would you do about the boundary dispute and the grumbling neighbors?

PART 2

Please fully define the following terms. After fully defining the term, then apply the term	m,
if applicable, to the fact pattern in Part 1.	

5.	Constructive	Trust	and	Resulting	Trust
6.	Findings of Fact a	nd Conclusions of	Law		
7.	Equitable Defense	es			
8.	93A and 176D				

9. Post Judgment Remedies
7. 1 obt sudfinent Remedies
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10 D 1
10. Bond

Myfiles/RemiesFINALSpring2019