QUESTION NUMBER 1

Homeowner lives in a quiet residential neighborhood. His next-door neighbors are: Esther to the east; William to the west; and Nathan to the north. Nathan's backyard abuts Homeowner's backyard.

Homeowner decided to build a pond in his backyard and stock it with aquatic plants and large goldfish. He decided that the most efficient way to proceed would be to blast out a hole using dynamite.

Homeowner purchased a case of dynamite and, without telling Esther, he carefully concealed the dynamite in the shrubs along the property line on Esther's property. He stored the dynamite there to prevent neighborhood children from finding it. While Esther was trimming the shrubs, she tripped over the case of dynamite and broke her leg.

Homeowner took all possible precautions in his preparations for blasting out the hole for the pond. On the particular day when Homeowner undertook the blasting, Nathan was watching him through a window at the back of Nathan's house. Nathan heard Homeowner yell, "Fire in the hole," followed a few seconds later by a large explosion. The explosion propelled a fist-size rock from Homeowner's backyard, across Nathan's backyard, and through the window, striking Nathan and causing a severe laceration on his forehead. The concussions and reverberations from the blast also caused a large crack to appear in the foundation of William's home.

Esther, William, and Nathan sued Homeowner for damages, and each of them asserted claims based on strict liability in tort and trespass to land.

Which claims are viable for each plaintiff, what must each prove to maintain each claim, and what is the likely outcome of each claim by each plaintiff? Discuss fully.

QUESTION NUMBER 2

The *Daily News*, a newspaper of general circulation in the State of Franklin, sent a reporter to the local courthouse to cover a criminal trial. The reporter was denied admission to the courtroom and handed a copy of an order that Judge had issued that morning. The order stated that the courtroom would be closed to the public and the media, commencing with the *voir dire* examination of prospective jurors and continuing until the jury had returned from deliberations. The public and the media would be admitted only when the jury was ready to announce its verdict.

Judge had issued the order based on a motion made by the defendant's counsel asserting that publicity about the trial might inform prospective witnesses about the substance of what other witnesses had already testified to. The prosecution did not oppose the motion. Judge made no specific findings and granted the defense motion on the ground that it had not been opposed by the State.

In the next edition of the newspaper, the *Daily News* published an editorial highly critical of Judge for his "secret trials" and exposing Judge's history of alcohol abuse. The information about Judge's alcohol abuse had been obtained in an interview with Judge's former secretary, Sara. Sara had been reluctant to disclose the information but did so only after the *Daily News* had expressly promised her that she would not be identified as the source of the information. Nevertheless, the editorial that was published specifically named Sara as the source.

Judge demanded that the *Daily News* give him equal space in the newspaper to respond to the editorial criticism. He made the demand pursuant to a State of Franklin "Right of Reply" statute. This statute confers upon any public official who is criticized in a newspaper the right to reply and requires that the newspaper print the official's reply verbatim in the next edition. The Right of Reply statute imposes criminal penalties for any failure to comply. The *Daily News* refused to publish Judge's reply and, as a result, was subjected to criminal penalties.

Sara sued the *Daily News* in state court for breach of its promise not to identify Sara as the source of the information about Judge's alcohol problem. Her suit is based on the common law doctrine of promissory estoppel, which is recognized and applied generally in the State of Franklin.

The *Daily News* asserts that Judge's order and the Right of Reply statute violate its rights under the First Amendment of the U.S. Constitution and that the First Amendment protects it against Sara's suit.

1. Did Judge's order closing the courtroom to the media for the period commencing with *voir dire* and continuing through jury deliberations violate the *Daily News's* First Amendment rights? Discuss fully.

2. Does the Right of Reply statute violate the *Daily News's* First Amendment rights? Discuss fully.

3. Does the First Amendment furnish the *Daily News* with a defense against Sara's suit? Discuss fully.

QUESTION NUMBER 3

The town of Rural, Ohio receives its electric power from Electric Co., which is a privately-owned utility located upstream from Farmer's farm on Page Creek. Page Creek runs through the lands of both Electric Co. and Farmer all year round.

Electric Co. has used the water from Page Creek for the past 10 years to generate steam to produce electric power. Farmer has used Page Creek for many years to supply water for the domestic needs of his family and farm animals and to grow a vegetable garden. Until recently, the uses of the two have been compatible. However, the town of Rural has grown rapidly, and Electric Co. has increased its use of the water, diminishing the supply of water to Farmer. During the hot summer months last year, the streambed of Page Creek dried up on Farmer's land because of the increased use by Electric Co. This required Farmer to find an alternate source of water at great expense. Farmer sued Electric Co. for damages sustained as a result.

Landowner's land is adjacent to Farmer's. A spring percolating up in Landowner's backyard would tend to create large pools of standing water and flood the backyard until it eventually and naturally would disperse in various directions. To get rid of the water, Landowner dug a shallow ditch that led downhill to Farmer's land. The water that was diverted through the ditch accumulated in and ruined Farmer's vegetable garden. Farmer sued Landowner to recover damages for the loss of his vegetable garden.

Susan, whose land is at the top of a hill adjacent to Farmer's land, built a swimming pool in her backyard. In digging the hole for the pool, the workers struck an underground channel of water that fed a small stream that crossed Farmer's land. Susan decided to use the water from this channel to keep her pool filled, so, with Farmer's knowledge, she built an earth dam to trap the water. Unprecedented and extraordinarily heavy overnight rains dropped 10 inches of rain, weakening the dam and causing it to break. The water released from the broken dam flooded and destroyed part of Farmer's home. Farmer sued Susan for damages.

Farmer brought each of the above suits based solely on water-law principles. In each of the suits, what are the rights and duties of each party, and who should prevail? Discuss fully.

QUESTION NUMBER 4

Capitel Company, Inc. ("Capitel") is an Ohio corporation whose articles of incorporation are in compliance with Ohio law. Capitel has authorized and issued 500 shares of common stock, its only class of stock.

John is a director and the president of Capitel. He owns 100 shares of stock. The remaining 400 shares of Capitel stock are owned as follows: Dan owns 100 shares, Larry owns 100 shares, and four other individuals each own 50 of the remaining 200 shares.

Under Capitel's bylaws, the corporation may purchase real estate, but only upon the affirmative vote of a majority of the shares voted at a properly called meeting. John is interested in acquiring a 20-acre tract to build new corporate offices. Dan opposes John's plan to buy the land and wants to remove John as a director.

Capitel's bylaws allow any shareholder to call a shareholders' meeting as long as the request is made in accordance with the Ohio Revised Code. Dan sent John an e-mail demanding that a meeting of the shareholders be properly called at the corporate headquarters to vote upon the removal of John as director. John received Dan's e-mail but refused to issue a notice of the meeting as requested by Dan. However, at John's direction, the secretary of Capitel mailed a written notice to each shareholder stating that a shareholders' meeting would be held on March 13 for the "purpose of voting on the purchase of 20 acres of land for the new corporate offices." The notice complied with all legal requirements for calling a proper meeting. Dan's copy of the notice was inexplicably mailed to the wrong address, so he never received it.

Larry, who is in favor of John's proposal to buy the land, talked with the four shareholders of the remaining 200 shares and obtained their written proxies to attend the meeting on their behalf and to vote affirmatively on the proposal to buy the land. These proxies were obtained in compliance with existing law.

Although Dan learned of the March 13 meeting only hours before it convened, he was in attendance. Dan did not disclose that he had not received his notice in the mail, concluding that he could later object and challenge the validity of the meeting if the results went against him. The only other shareholders in attendance were John and Larry. Larry made a motion that the name of the corporation be changed from "Capitel" to "Kapitel." John seconded the motion and added it to the agenda.

When the proposals to buy the land and change the name came up for vote, John and Larry each voted his 100 shares in favor, and Larry voted the 200 proxies in favor. Dan voted his 100 shares against the proposal. John declared that the proposals were adopted and that he would go forward with their implementation.

1. Was John required to issue the notice of meeting requested by Dan? Discuss fully.
2. Can Dan cause the results of the March 13 meeting to be rescinded on the ground that notice of the meeting was not properly mailed to him? Discuss fully.
3. On what bases, if any, can Dan object to the vote on the name-change proposal? Discuss fully.

QUESTION NUMBER 5

Collector owned a rare classic automobile that he advertised for sale on the internet as follows:

> For Sale: My rare 1952 Auto Deluxe for $20,000. Closing will occur on February 20 at First Bank located on Public Square in Cleveland, Ohio. The purchaser must pay by cashier's check. This offer can be accepted by e-mail only. The automobile can be inspected at my home, 100 Franklin Avenue, Cleveland, Ohio. This offer is subject to prior sale.

On January19, Betty went to Collector's home, inspected the automobile, and offered $18,000 for the car. Betty and Collector orally agreed that Collector would accept $18,000, and Betty promised to mail Collector a $1,000 check for the down payment the next day.

On January 21, Alan went to Collector's home and inspected the automobile. Collector did not mention his oral agreement to sell it to Betty. When Alan returned home, he sent Collector an e-mail offering to purchase the automobile for $19,000, provided that Collector agreed to close the deal by February 13 so Alan could give the automobile to his wife as a Valentine's Day gift. Collector replied by e-mail to Alan accepting Alan's offer.

Later in the day on January 21, Collector received the $1,000 check that Betty had promised. Collector mailed the check back to Betty without comment.

On January 22, Dan went to Collector's home, inspected the automobile and sent an e-mail accepting Collector's internet offer to sell the automobile for $20,000 and to close on February 20 as advertised. Collector responded by e-mail acknowledging Dan's acceptance.

Collector immediately sent Alan an e-mail saying that their deal was void because Collector would be out of town on February 13 and would be unable to close on that day. Alan replied by e-mail that he no longer required a February 13 closing and that he would appear at Public Square on February 20 with a cashier's check for the agreed-upon $19,000 sale price. Collector sent a reply e-mail to Alan advising him that the automobile had already been sold.

Betty, Alan, and Dan showed up at Public Square on February 20, and each tendered a cashier's check to Collector, Betty's in the amount of $18,000, Alan's in the amount of $19,000, and Dan's in the amount of $20,000. It turns out that demand for classic automobiles has driven the market price for the 1952 Auto Deluxe to $30,000.

Betty, Alan, and Dan have each sued Collector for monetary damages and specific performance. You may assume that specific performance is a proper remedy because the automobile is rare and unique.

What are the rights and remedies of Betty, Alan, and Dan against Collector, and who is entitled to the automobile? Discuss fully.

QUESTION NUMBER 6

Defendant was being tried for murder in a common pleas court in Ohio. Ms. Smith was one of the prospective jurors. When questioned by defense counsel during *voir dire*, Ms. Smith stated that she believed Defendant would not be on trial if he hadn't done anything wrong. Ms. Smith also stated that she had read newspaper accounts and seen media coverage of the crime, and that she was not sure she could set aside her feeling that Defendant was guilty. She stated emphatically, however, that she would try hard to be fair in evaluating the evidence.

Defendant's attorney had exhausted his peremptory challenges but challenged Ms. Smith for cause on the ground that Ms. Smith had exhibited bias against Defendant. The judge denied the challenge, noting that Ms. Smith had said she would try hard to be fair. Defendant's attorney properly preserved his objection in the record.

After the State had presented its case and rested, the judge invited the attorneys into his chambers and said to them, "I've had enough of this case. The State's case is overwhelming. I think Defendant is guilty, and, if he doesn't enter a guilty plea, I'm going to slam him and make sure he never gets paroled." Defendant's attorney objected, moved that the judge recuse himself, and moved for a new trial. The judge overruled the objection and denied the motions. All this was recorded by the court reporter.

Defendant learned from his attorney what had happened in chambers and that the prosecutor had told the judge that a plea to manslaughter would be acceptable to the State.

Defendant then decided that he had no choice but to plead guilty, which he did despite his attorney's advice to the contrary. The judge accepted Defendant's plea of manslaughter. The entire record of Defendant's plea consisted of the judge's question, "How do you plead?" and Defendant's answer, "Guilty." The judge then sentenced him to 20 years in prison.

Defendant now wishes to withdraw his guilty plea.

1. Was the judge correct in denying the defense's challenge to seating Ms. Smith as a juror? Discuss fully.

2. Should the judge have recused himself and granted a new trial? Discuss fully.

3. Should Defendant be allowed to withdraw his guilty plea? Discuss fully.

QUESTION NUMBER 7

During a drug "sting" arranged by the police in Ohio, Informant entered Defendant's home to make a drug buy. Informant secretly made an audiotape recording of the entire deal with Defendant, including the discussion of the sale and purchase of seven rocks of cocaine. Three days later, Informant was murdered.

The police arrested Defendant and interrogated him for several hours. Defendant was charged with a drug offense and the murder of Informant.

At the pretrial conference, the prosecutor told Defendant's attorney that the police had an audio recording of the discussion of the drug purchase, a typewritten, signed waiver of Defendant's *Miranda* rights, and a typewritten confession signed by Defendant admitting the drug offense and the murder of Informant. The police then gave Defendant's attorney a photocopy of the *Miranda* rights waiver and a typed transcription of the audiotape recording of the drug deal. The police promised that they would send Defendant's attorney a photocopy of the typewritten confession and an authenticated copy of the audiotape the next day; however, they never did send the promised materials.

Defendant told his attorney that he had confessed to the drug deal but not to the murder and that, if the typed confession had anything in it about the murder, it must have been inserted after he signed it.

Right before trial, there was a small fire that occurred under suspicious circumstances in the police records room. Everything in Defendant's case file was destroyed, including the originals of the *Miranda* waiver, the signed confession, the audiotape and the typed transcription of the tape. The prosecutor explained that the fire had occurred before copies could be made of the typewritten confession and the audiotape and, therefore, he would not be able to deliver copies to Defendant's attorney as promised.

At the commencement of the trial, the prosecutor asked Defendant's attorney for his copies of the transcription of the audiotape and the copy of the *Miranda* waiver, explaining that that he intended to introduce the copies in evidence in lieu of the actual tape and the original signed waiver, both of which had been destroyed in the fire. Defendant's attorney turned over the items but objected when the prosecutor offered them in evidence, asserting that the originals were purposely destroyed by the police and that the transcription of the audiotape and the copy of the *Miranda* waiver are not admissible under the rules of evidence.

In lieu of introducing the typewritten confession, the original of which had been destroyed in the fire, the prosecutor sought to introduce the contents of Defendant's confession through the testimony of the police officers who had interrogated him. Defendant's attorney objected, claiming that the only admissible evidence of Defendant's confession under the rules of evidence would be the original typewritten signed confession.

1. How should the court rule on Defendant's objection to the prosecution's offer of the copies of the transcription of the audiotape and Defendant's *Miranda* waiver as evidence? Discuss fully.

2. Should the court allow the prosecution to introduce the contents of Defendant's confession through the testimony of the interrogating officers? Discuss fully.

QUESTION NUMBER 8

Ann and Bob were riding their mountain bikes on an elevated path that ran through a public park in Ohio. Below the elevated path was a service road. The road was marked by a sign stating "restricted for use by authorized personnel only." Jogger was jogging along the service road.

Ann, attempting to jerk the front wheel of her bike off of the ground so she would be riding only on the rear wheel, lost control of her bike. She cut across in front of Bob, careened off of the elevated path, and collided with Jogger. Bob tried to stop. He fell off his bike, which continued off of the elevated path and landed on top of Jogger. Jogger suffered injuries and Bob's bike was irreparably damaged.

Jogger sued Ann and Bob for negligence, claiming injury to his back. As an affirmative defense, Ann and Bob both asserted that they owed no duty to Jogger because Jogger was in a restricted area where he had no business being when he was injured. Bob also raised the affirmative defense that Jogger's injuries were caused by Ann's negligence, not his. Jogger argued that the "restricted" posting did not matter because it was a public park.

All these issues were fully litigated and the jury returned a verdict in favor of Ann and Bob, specifically finding that they had no liability because Jogger had been in a restricted portion of the park. The court entered judgment on the verdict, and the time for appeal has expired.

Two new, separate lawsuits were then filed:

(A.) Jogger filed a lawsuit against Ann only. The Complaint in this lawsuit had two counts: first, a claim for defamation, alleging that Ann had made defamatory remarks about him to the emergency medical technicians who treated him at the scene of the accident; and second, a claim for negligence, alleging that Ann's negligence caused injury to his legs and that, at the time of the accident, he (Jogger) was jogging on the service road with permission of the park management.

(B.) Bob also sued Ann in negligence to recover for the damage to his bike.

1. On what preclusion theories, if any, might Ann move to dismiss each of the claims asserted in Jogger's second suit, and what is the probable outcome on each theory? Discuss fully.

2. On what preclusion theories, if any, might Ann move to dismiss Bob's suit against her, and what is the probable outcome on each theory? Discuss fully.

QUESTION NUMBER 9

I) John owned a horse he wanted to sell, but, because he had a bad reputation in the horse business, he hired Mary to sell the horse for him. He told Mary not to tell potential buyers that he, John, was the owner of the horse. He told her, however, to be totally truthful in all matters regarding the condition of the horse.

While Mary was trying to sell the horse, she discovered that the horse had a rare and fatal disease that is undetectable by ordinary testing. John was unaware of the fact that the horse was afflicted with the disease. Mary, contrary to John's instructions, told Buyer, who expressed interest in the horse, that the horse was completely healthy. Based on that representation, Buyer bought the horse. Later, Buyer discovered the horse's true condition and that John had been the true owner of the horse. Buyer sued John for damages.

II) John went into Steve's bookstore to buy the latest Harry Potter book as a birthday gift for his granddaughter. Steve told John he had just sold the last copy, but that, if John came back in an hour, Steve might be able to get a copy for him. Steve went across the street to Competitor's bookstore and obtained a copy of the book, which Competitor allowed Steve to take on credit at the substantial courtesy discount price that dealers give each other. When John returned to Steve's store later in the day, Steve sold the book to John at the full retail price. When Competitor demanded payment from Steve, Steve told him that he (Steve) had bought the book for John and that Competitor would have to get payment from John. When Competitor demanded payment from John, John refused to pay.

III) John hired Ned to find someone to paint John's four-bedroom, 5,000 square-foot house in the well known exclusive Ridgewood neighborhood in Toledo, Ohio, where all the houses were at least 5,000 square feet in size. John said he would give Ned a bonus if he got someone competent to do the job for under $2,000. Ned, who lives in a 1,500 square-foot, four-bedroom house in the modest Arbor neighborhood in Toledo, had recently had his house painted by a local painter, Painter, for $1,500.

Ned knew that if he told Painter the size of John's house, Painter would probably not do it for under $2,000, and Ned would not get his bonus. Thus, Ned told Painter, "I am trying to hire a painter to paint a four-bedroom house like mine at 2400 Ridgewood Avenue in Ridgewood. Will you paint it for $1,500?" Painter, relying on Ned's representation that the Ridgewood house was "like mine" and, without going to 2400 Ridgewood Avenue to look at the house, agreed to do the job for $1,500. Ned told John that Painter had agreed. When Painter went to the Ridgewood house to begin painting, he saw what a large house it was and knew that $1,500 would barely cover the cost of the paint. Painter told Ned he would not paint the Ridgewood house without a substantial increase in the price. Ned told John, who then hired another tradesman to paint the house for $2,500. John sued Painter for the difference.

1. Based solely on agency principles, is John liable to Buyer for damages relating to the horse? Discuss fully.

2. Based solely on agency principles, is John liable to Competitor for the discounted price of the book? Discuss fully.

3. Based solely on agency principles, was Painter obligated to paint John's house for $1,500? Discuss fully.

QUESTION NUMBER 10

Bank, located in Ohio, entered into the following transactions in the past year. In each case, Bank properly perfected its security interests, and none of the security agreements contained provisions regarding disposition of the collateral upon default.

Loan to Merchant: Bank loaned Merchant $100,000 for the purchase of inventory for his consumer electronics store. Merchant granted Bank a security interest in the inventory.

Merchant failed to make any loan payments. Bank hired Repo, Inc. to take possession of Merchant's inventory. Repo, Inc. sent a crew of eight to Merchant's store during regular business hours. Merchant confronted the chief of Repo Inc.'s crew and said, "Get out of here. You don't have a court order, and you have no right to be here." The crew chief replied, "We don't need a court order. You didn't make any payments, and we can take this inventory." The crew then, despite Merchant's objections, loaded Merchant's entire inventory into a truck and carted it away.

Repo, Inc. was able to sell the inventory for $90,000, which was a reasonable price under the circumstances. Repo, Inc. deducted its customary fee of $10,000 and sent Bank a check for $80,000. Bank credited the $100,000 loan balance with the $80,000 and sent Merchant a letter demanding payment of the $20,000 deficiency.

Loan to Dealer: Bank loaned Dealer $250,000 for the purchase of a valuable painting. Dealer granted Bank a security interest in the painting. Dealer subsequently sold the painting for $275,000 and deposited the entire sale price in her checking account at Bank.

Dealer failed to make any loan payments. Bank debited Dealer's checking account with $250,000, the amount of the loan balance, and, without Dealer's consent, credited that amount to Bank's own account. Dealer demanded that Bank re-credit her account with the $250,000. Bank refused to do so.

Loan to Florist: Bank loaned Florist $15,000 for the purchase of a shipment of fresh-cut exotic flowers currently in transit from South America in a refrigerated container. Florist granted Bank a security interest in the flowers.

Florist failed to make any loan payments. Bank and Florist agreed that Bank could take possession of the shipment of flowers. Bank then contacted Liquidator, a known purchaser of repossessed goods, and without giving notice to Florist, sold the shipment of flowers to Liquidator for $12,000. Bank credited the $12,000 to the loan and sent Florist a letter demanding payment of the $3,000 deficiency. Florist refused to pay.

1. Did Bank, through its agent Repo, Inc., lawfully repossess Merchant's inventory, and does Merchant owe Bank $20,000? Discuss fully.

2. Did Bank have the authority to remove the money from Dealer's checking account without her consent? Discuss fully.

3. Did Bank properly dispose of Florist's shipment of flowers, and does Florist owe Bank $3,000? Discuss fully.

QUESTION NUMBER 11

Lawyer has a general law practice in Ohio. He intends to engage in the following forms of advertising in order to obtain clients and generate additional legal fees:

A. A radio advertisement announcing that he is an attorney and accurately reciting the types of cases he has handled and the dollar amounts of settlements and verdicts Lawyer obtained in selected past cases.

B. A letter from Lawyer to be sent to other attorneys, not in Lawyer's law firm, that Lawyer will share fees on referrals of clients and that he will serve as co-counsel with the attorneys who refer cases.

C. A letter from Lawyer to be sent to persons who have been sued in foreclosure lawsuits, advising them that Lawyer is available to represent them and that Lawyer will charge no fee for an initial consultation. In the letter Lawyer truthfully states, "From court records, I obtained your name and address and learned that you were being sued."

D. A brochure containing Lawyer's biographical data, the fields in which he practices, and a statement that he accepts credit cards for payment of fees. Lawyer intends the brochure to be included in an advertising bag, along with other advertisements, for distribution on doorsteps of homes. Lawyer also intends to have his spouse hand Lawyer's brochure to individuals as they exit from various churches in the community.

Are any ethical problems posed by each of Lawyer's intended forms of advertising? Explain fully. If there are ethical problems, what modifications could Lawyer make to comply with the Code of Professional Responsibility? Discuss fully.

QUESTION NUMBER 12

Grandma, a widow, died last week at the age of 89. She was survived by Lily, her adult child who lives out of state, and Sally, her niece. For the 10-year period preceding Grandma's death, Lily regularly sent Grandma Christmas and birthday cards, periodically called her on the telephone, but had not been to visit her.

Last year, Grandma slipped and broke her hip. Until then, she had lived alone and cared for herself. After her accident, Grandma was no longer able to care for herself. Lily showed no interest in taking care of Grandma, so Sally moved in with Grandma and took care of all her needs: cooking, shopping, paying bills, cleaning, bathing, and dressing. Sally spent virtually all her waking hours caring for Grandma and keeping her company. From the time of her injury, Grandma was in declining health but remained aware of her surroundings and had no trouble recognizing people she knew or keeping track of her finances. From time to time, she would call Sally by the name of Lily and then catch herself, saying that Sally reminded her a lot of her daughter Lily. Grandma would often cut short her discussions with Lily when Lily called on the phone, saying she preferred Sally's company.

About six months ago, Grandma, realizing she did not have a will, asked Sally to contact a lawyer about coming to Grandma's house to talk to her about making a will. A lawyer who had been recommended to Sally by a friend came to the house, and in the presence of both Sally and the lawyer, Grandma said she wanted to leave all her property to Sally. Accordingly, the lawyer drafted a three-page will naming Sally as executor and leaving all Grandma's property to Sally. The third page contained the witness and signature lines. Since Grandma was not up to going downtown to the lawyer's office to execute the will, the lawyer sent Sally the will along with instructions as to what needed to be done to have Grandma validly execute it.

Sally asked two of Grandma's neighbors to come to the house to be witnesses to Grandma's signing the will. The neighbors entered Grandma's room, where she was sitting up in bed, and watched as she signed the will at the bottom of the first page. Sally then took the will from Grandma, turned to the third page, and told the witnesses to sign on their designated signature lines. The two witnesses did so and left. Sally's instructions to the witnesses on where they should sign were the only words spoken while the witnesses were in the room.

When Grandma died a week ago, the will described above was the only one in existence. Lily, distressed that Grandma left everything to Sally, wishes to contest the will.

On what grounds might Lily challenge the will, what must she prove to sustain each ground of challenge, and what is the likely outcome on each ground? Discuss fully.