VIRGINIA BOARD OF BAR EXAMINERS
Roanoke, Virginia – July 28, 2026

# Question 6

After finishing college in 2010, Hank formed a small construction company. Hank managed his finances well and soon purchased his own home. Three years after finishing college, Hank met Willow, who had just completed law school. They were married in 2014, and Willow joined a law firm in Hampton, Virginia. Willow and Hank moved into Hank's home, also in Hampton, and from that point forward paid all of their household bills, including the mortgage payments, from their joint bank account. In 2016, their first child was born, and in 2017, their second child was born. Both children have learning disabilities and attend a private school thirty miles from the home.

Hank and Willow appeared to be doing well, but in 2020, Hank began drinking heavily. Soon he was drinking several times a day. Willow worried about the influence his habit would have on the children and feared the social and business consequences of his alcohol use. Willow began to talk to Hank about his drinking and urged him to stop. He refused to discuss the matter except to say that he was not hurting anyone and that she should not worry about it. As Hank's use increased, Willow became more persistent in confronting him, and in January 2021, she asked him to enter a treatment program. That suggestion enraged Hank. He shoved Willow against the wall and stormed out of the home. Willow then took the children and moved to her parents' home. Shortly thereafter, Hank apologized for shoving Willow and agreed to stop his alcohol use. After a seven-week separation, Willow returned to the marital home with the children. All appeared to be going well until Hank resumed heavy drinking a year later. Once again, he refused to acknowledge that his drinking was a problem for the family and would not consider any type of treatment.

On June 1, 2024, Willow again took the children and moved out. She rented an apartment near the children's school and moved there with them. At the time of their separation, Hank's total annual income from all sources was $175,000 and Willow's was $425,000. Hank never missed a chance to see the children and he provided support for them pursuant to an informal agreement he and Willow reached. The children enjoyed spending time with Hank, and they often asked Willow if they could spend more time with him.

Realizing that he may have put his livelihood and his family in jeopardy, Hank finally decided to seek treatment for his alcohol abuse. He entered a residential treatment facility in Maryland to address his addictive behavior and any associated psychological problems. After a two-month stay, Hank returned to work. He no longer drank alcohol and he continued to see his children at every possible opportunity.

Although Hank and Willow continued to talk and meet from time to time, Willow believed the marriage was totally broken. In July 2025, Willow filed a Complaint for divorce on the grounds of cruelty based on Hank's shoving incident in 2021, and separation for over one year. She also asked for sole physical custody of the children, spousal support, and an interest in the marital home.

Hank responded by arguing against the fault ground upon which Willow sought the divorce, and asked for shared physical custody of the children. He also claimed that Willow should pay him spousal support and that Willow had no interest in the marital home.

**(a) Can Willow obtain a divorce on each of the grounds she stated? Explain fully.**

**(b) Should the Court grant Willow sole physical custody of the children or should the Court grant shared physical custody to Hank and Willow? Explain fully.**

**(c) Should the Court grant either Willow or Hank spousal support? Explain fully.**

**(d) Is Willow entitled to any interest in the marital home? Explain fully.**

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## Question 7

Adrienne's home was located near Carterton, Virginia, and her parcel fronted on a narrow country road. Just inside the property line on Adrienne's parcel, there was a very large old oak tree that appeared to be dying and was leaning precariously in the direction of the road. Prompted by a weather service warning of an approaching severe storm accompanied by high winds, Adrienne decided she would take the tree down. Using a chainsaw, Adrienne began to cut through the base of the trunk. With wedges and anchoring ropes, she plotted the cut to ensure that the tree would fall back onto her land. When she had cut about halfway through the trunk, the predicted storm hit, accompanied by torrential rain and strong winds. Adrienne stopped working and went back to her home to wait out the storm.

Driver, driving his car along the road and blinded by the intensity of the storm, crashed headlong into the tree. He was rendered unconscious but otherwise uninjured. The force of the collision snapped the anchoring ropes and dislodged the wedges that Adrienne had placed in the cut, but the tree remained standing.

Sandra, who was driving in the opposite direction, saw what happened, pulled over on the shoulder, and rushed to Driver's aid. She pulled the still unconscious Driver out of the wreckage, across the road, and into the back seat of her car, intending to take him to the hospital. At that moment, a strong gust of wind came up, and the tree toppled across the road. It fell onto Sandra's car, breaking Sandra's leg and several ribs and also severely injuring Driver. If Sandra, instead of moving Driver, had simply ministered to him in his own car, Driver would not have been injured by the falling tree.

Driver filed a negligence action against Adrienne in the appropriate circuit court to recover for the injuries Driver sustained when the tree crushed Sandra's car. Adrienne defends on two grounds: (1) that she breached no duty to Driver, and (2) that her acts were not the proximate cause of Driver's injuries.

Driver also filed a negligence action against Sandra to recover for the injuries he sustained when the tree fell onto Sandra's car.

And Sandra filed a negligence action against Adrienne to recover for the injuries she sustained when the tree struck her car. Adrienne asserts the defense of contributory negligence.

**(a) In Driver's action against Adrienne, is Adrienne likely to succeed on each of her defenses? Explain fully.**

**(b) In Driver's action against Sandra, what defense(s) should Sandra assert and is she likely to succeed? Explain fully.**

**(c) In Sandra's action against Adrienne, is Adrienne's defense likely to succeed? Explain fully.**

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## Question 8

In February 2020, Henry started an online newspaper, Star News, dedicated to covering issues and events in Southwest Virginia. Prior to its launch, Henry enlisted the help of a longtime friend, Jack, to act as an independent contractor to write stories on local events and editorials on topics selected by Henry.

From the beginning, Henry was not pleased with Jack's work and suspected that he largely relied upon an early form of Artificial Intelligence, rather than actually writing his own content. On May 20, 2020, Henry sent Jack an email which detailed the quality issues with Jack's news articles, accused him of incompetence and demanded immediate improvements. Henry also told Jack in the email that his work did not meet the terms of the contract between them and claimed that Jack was in breach of the agreement.

Upon receipt of the email that day, Jack responded by calling Henry and accusing Henry of being the one in breach of their contract due to his constant changes to the subject matter of the news articles he wanted from Jack, giving Jack insufficient time to reasonably meet the publishing deadline. Jack also reminded Henry that he was already well in arrears of what he owed Jack to date for all of the hours, at $300 per hour, that it had taken Jack to complete articles for Star News since its first publication.

In response, Henry denied that he had agreed to pay such an hourly rate, instead claiming that he agreed to pay Jack a flat fee of $750 for each editorial and significant news article.

Jack then sent Henry a copy of an email dated March 3, 2020, purportedly containing Henry's electronic signature, which he claimed Henry had sent to him and which referenced the supposed $300 hourly rate, as well as work Henry wanted Jack to produce. Henry denied writing and sending the email and accused Jack of forging it. After heated conversations, Jack sent an invoice and fragments of articles he had been working on but had yet to complete.

On June 27, 2023, Jack learned through friends that in April of 2021, Henry had given all of their mutual friends a copy of the May 2020 email disparaging Jack's work and competency, accompanied by a letter describing the events and Jack in highly derogatory language.

On June 28, 2024, Jack filed a Complaint against Henry in the Circuit Court for the City of Roanoke with the following allegations:

- Count I alleged that Henry breached an oral contract to pay Jack on an hourly basis.
- Count II, pleaded in the alternative, alleged that Henry breached a signed written contract, evidenced by the email dated March 3, 2020.
- Count III alleged defamation against Henry based on the content of the letter he sent to Jack's friends, including a copy of the email Henry authored on May 20, 2020, accusing Jack of incompetence.

On the day the trial began, Henry moved to dismiss all three counts on the grounds that the statutes of limitations had run; this defense had been included in his previously filed Answer. The Court granted Henry's motion as to Counts I and III and dismissed those counts with prejudice. The Court denied Henry's plea of the statute of limitations as to Count II.

After the jury was impaneled and both sides gave their opening statements, Jack sensed, from their expressions, that a number of jurors were highly skeptical of his case and likely believed that he had forged the March 3, 2020, email on which Count II was based. Jack immediately moved to nonsuit the entire case, including Counts I and III. The judge ruled that Jack could not nonsuit Counts I and III but entered the nonsuit as to Count II.

**(a) Did the Court err in sustaining Henry's plea of the statute of limitations as to Counts I and III and overruling the plea as to Count II? Explain fully.**

**(b) Did the Court err in refusing to permit Jack to nonsuit Counts I and III, and in permitting him to nonsuit Count II? Explain fully.**

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## Question 9

In 2015, Tim, who lived in Newport News, Virginia, prepared a properly executed Will that contained the following provisions:

- *I leave all my real property in Virginia to my wife for life and the remainder to my children who survive me.*
- *I leave several items of property to the individuals named in a list to be found with this Will.*
- *I leave the residue of my estate to my children who survive me.*
- *Any beneficiary of this Will who unsuccessfully challenges any provision hereof shall forfeit all bequests under this Will.*

Tim died on January 1, 2025, in Newport News. He was survived by his wife, Whitney, whom he married in 1985, and by two adult children, Bobby and Carrie. Except for the family home in Newport News, all other real property owned by Tim in Virginia at the time of his death was his separate property.

A few days after Tim died, his Will was found in his safe deposit box along with a piece of paper bearing his signature and the following typed words: "I leave my stamp collection and my tools to Bobby. I leave my farm to my brother. I leave my stocks and bonds to Carrie."

Thereafter, a man named David came forward claiming he is Tim's child and entitled to take under his Will. In February 2025, David filed with the clerk of the Circuit Court of Newport News an affidavit and other authenticated documents showing conclusively that he had been born out of wedlock and that it had been established judicially in 1980 that Tim was David's father.

Whitney is outraged after learning that Tim only left her a life estate in his Virginia real property. She recalls that, around the time Tim executed his Will in 2015, he had been extremely depressed because of a failing business. She asserts that Tim was under duress and did not fully understand what he was doing when he signed his Will. Bobby and Carrie question whether Tim intended to include David as one of his children when he said "my children" in his Will.

**(a) On what theory or theories might Whitney reasonably challenge Tim's Will? Explain fully.**

**(b) If Whitney is unsuccessful in such a challenge, will she be precluded from taking the bequest under the Will? Explain fully.**

**(c) If Bobby and Carrie dispute David's claimed right to take under the Will, what conclusion will a court likely reach on the question of whether David is one of Tim's "children" as that term is used in Tim's Will? Explain fully.**

**(d) Is the piece of paper found in the safe deposit box an effective disposition of the property listed in it? Explain fully.**

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