VIRGINIA BOARD OF BAR EXAMINERS
Fredericksburg, Virginia – February 24, 2026

# Question 6

The Market, Inc. (The Market) is a California corporation with its headquarters located in Salinas, California. Several years ago, The Market expanded into Virginia and opened stores in the City of Charlottesville and the City of Norfolk. The Market registered with the Virginia State Corporation Commission as a foreign corporation and appointed Beth, an attorney in Fairfax County, to serve as its registered agent.

On July 1, 2023, Paul, a resident of Richmond, Virginia, was visiting in Charlottesville. While shopping at The Market, Paul slipped and fell as he was approaching the registers and injured his back. Mark, The Market manager on duty, was loading a truck outside the back of the store at the time Paul fell. Mark was called to the front, investigated the incident, and gave Paul a copy of the report signed by him as manager on duty. Paul, a scuba instructor, missed four months of work and incurred $30,000 in medical bills for treatment of his back injury.

Paul, representing himself, filed suit in the Circuit Court for the City of Richmond on June 30, 2025, alleging negligence against Mark and The Market and seeking $250,000 in compensatory damages for his personal injuries. Paul's wife, Sharon, is a Richmond Deputy Sheriff. Sharon personally served the Complaint and Summons on Mark at The Market's Charlottesville store on February 10, 2026, while she and Paul were visiting. Sharon timely filed the proper return of service with the Clerk of Court. Mark immediately forwarded the suit papers to The Market's corporate headquarters in California, where they were received a few days later.

**(a) Were Mark and The Market each properly served with the Complaint and Service of Process? Explain fully.**

**(b) Was Service of Process on both Mark and The Market effective? Explain fully.**

**(c) Was Paul's lawsuit timely filed and within the applicable statute of limitations? Explain fully.**

**(d) Assume for this question only that The Market challenges venue. Is it likely to succeed, and if so, what venue or venues would be appropriate? Explain fully.**

**(e) Assume for this question only that Mark believes he is not a proper defendant. How should he seek dismissal from the case, and is he likely to succeed? Explain fully.**

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## Question 7

Sally, a resident of Richmond, Virginia, was injured when her foot slid under the back of her push lawn mower as she was cutting grass on a hillside at her home. Although the mower had a thin rubber safety flap between the back of the mower and the rotating blade under the mower deck, this did not prevent Sally's foot from sliding into the revolving blade.

Sally timely filed suit in the Richmond City Circuit Court against the manufacturer, GrassyWorks, alleging that the mower was unreasonably dangerous and defective due to the inadequate design and composition of the flap, which failed to protect her from injury.

During trial on the issue of damages, Sally's attorney sought to introduce ten witnesses to testify about the impact of the injury on Sally's life, including seven co-workers from the bank where Sally was a teller. GrassyWorks' attorney objected to the number of co-workers who would testify, claiming that testimony from all would be repetitive and therefore not aid the jury on the issue. When asked by the Court what testimony each witness would provide, Sally's attorney said he intended to ask each co-worker about their observations of Sally's difficulties walking and standing for long periods during their shift at the bank. After hearing this summary of proposed testimony, the Court sustained GrassyWorks' objection and limited Sally's attorney to calling three of the witnesses.

After Sally rested her case in chief, GrassyWorks began calling its own witnesses, including some to testify about the adequacy of the design of the mower's safety flap. In defending the design of its mower, GrassyWorks' in-house engineer testified that the flexible, thin rubber composition of the safety flap was essential to the operation of the mower so that it could move with the mower easily on uneven terrain, and that any other option was not feasible.

On cross-examination, Sally's attorney sought to introduce evidence of a newer model of GrassyWorks' mower. The new model was manufactured after and in response to the accident and was modified to include a rigid safety flap between the back of the mower and the blade. Sally's attorney asked the engineer if he was familiar with the newer model. Before he could answer, GrassyWorks' attorney objected and asked to make a motion outside the presence of the jury. After the jury left, he argued to the Court that evidence regarding the newer model, designed and manufactured after the accident and in response to it, was inadmissible. Despite arguments from Sally's attorney in opposition, the Court sustained the objection. After the jury returned and the trial resumed, neither attorney had any questions for the witness, and he left the stand without providing any testimony.

During GrassyWorks' case in chief, it called a private investigator as a witness to introduce photographs taken of Sally in the months before trial, showing physical activities she engaged in, such as jogging and lifting heavy objects. One photo showed Sally marching at a local, very unpopular political protest and carrying a sign with very offensive language. Glancing through these proposed exhibits immediately before the private investigator took the stand and concerned when he saw this photo and recognized that Sally was one of the protesters, Sally's attorney made an objection to its admissibility, which the Court sustained.

**(a) Was the Court correct in sustaining the objection to the testimony of the ten witnesses and limiting the number to three? Explain fully.**

**(b) Was the Court correct in sustaining the objection to the introduction of evidence of the design change on the newer model of mower? Explain fully.**

**(c) Was the Court correct in sustaining the objection to the introduction of the photograph of Sally at the protest? Explain fully.**

**(d) After the Court excluded the anticipated testimony of GrassyWorks' in-house engineer regarding the design change to the mower, what steps should Sally's attorney have taken to preserve the evidence and her objection to the Court's ruling for appeal? Explain fully.**

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# Question 8

ABC Land Company (ABC) entered into valid contracts to purchase three adjacent tracts of land in Alleghany County, Virginia. All documents were properly recorded.

Tract 1

Ten years ago, Denny conveyed Tract 1 to his daughters, Morgan and Allyson, by deed which stated that they held the Tract "as joint tenants." Two years ago, Morgan died and by her valid will left all her property to her fiancé, Fred. Allyson has contracted to sell Tract 1 to ABC, advising them that upon Morgan's death Tract 1 became her property.

Tract 2

Fifteen years ago, Edward executed a deed reciting, "I convey Tract 2 to John for life, and then to Lucas." Five years ago, Lucas obtained a loan from First Bank and gave First Bank a promissory note secured by a deed of trust conveying all of his right, title, and interest in Tract 2 as security for the loan. John died last year, and Lucas defaulted on the loan owed to First Bank. Lucas contracted to sell Tract 2 to ABC. Before the sale from Lucas to ABC took place, First Bank advertised a sale of the property under the terms of the deed of trust, gave all required notices and set the date of sale.

Tract 3

Twenty years ago, Tom conveyed Tract 3 to his son, Jack, for life, and upon his death to Jack's son, Stan. Recently, Stan conveyed his interest to George by a deed which recites, "I convey all of my right, title and interest in Tract 3 to George." Tom died but Jack is still living. George has contracted to sell Tract 3 to ABC.

**(a) Can ABC acquire title to Tract 1 from Allyson at the present time, free of any other interests? Explain fully.**

**(b) Can ABC acquire title to Tract 2 from Lucas at the present time, free of any other interests? Explain fully.**

**(c) Can ABC acquire title to Tract 3 from George at the present time, free of any other interests? Explain fully.**

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## Question 9

Billy owned and operated a popular vape and tobacco retail store in Chesterfield County, Virginia. Early in 2024, Billy decided to change the packaging used for his custom vape pen inhalers. He directed his production manager to discuss possible alternatives with River City Packaging, Inc. (RCP), his long-standing packaging supplier. On April 1, 2024, after discussions about the packaging, the production manager gave the RCP representative a verbal order for the new packaging with the condition that before proceeding to manufacture, RCP must submit packaging samples to the plant manager for approval.

During the same period, Billy was negotiating the sale of the vape store's assets to Austin Vapes, Inc. (Austin). After the sale, Billy's vape store would cease to be an operating entity. On April 3, 2024, without notice to RCP, the asset sale from Billy to Austin was completed. Austin hired Billy's plant manager for the same position with the same responsibilities as he had held at Billy's store.

On April 5, 2024, RCP sent the plant manager a written "Acknowledgement of Order" form with RCP's logo at the top and setting out specifications, delivery instructions, order date, and quantity for the new packaging materials. The space for "Price" on the form was left blank, and the following was typed in the "Comments" section: "Obtain customer approval of packaging materials before proceeding." The form also included the following provision: "Buyer waives all claims relating to goods unless received in writing by seller within thirty (30) days of receipt of goods."

On May 1, 2024, the RCP representative met with the plant manager to review samples of the new packaging. The manager told the representative to change the name on the packaging materials to "Austin Vapes" and then "proceed with the order." On May 14, 2024, RCP sent the plant manager new samples of the changed packaging materials for testing on Austin's packaging machinery. RCP did not receive any response regarding the new samples.

In June 2024, RCP shipped the full order of new packaging materials with an invoice for $15,000 to Austin. No payment for the packaging materials was made to RCP. In September 2024, Austin, without prior notice, returned the packaging materials to RCP with a letter stating that they did not meet the size or quality specifications set forth in the Acknowledgement of Order form. RCP responded in writing that it would not accept the returned goods because the natural aging process of the materials had caused discoloration which substantially impaired the packaging materials' value and because the packaging bore the name "Austin Vapes."

RCP filed a contract action against both Billy and Austin for the $15,000 purchase price of the packaging materials. Each defendant denied any liability.

**NOTE: Do not discuss any possible cross-claims between defendants.**

**(a) What defense(s), if any, does Billy have against RCP on the contract claim, and is Billy likely to succeed? Explain fully.**

**(b) What defense(s), if any, does Austin have against RCP on the contract claim, and is Austin likely to succeed? Explain fully.**

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**PROCEED TO THE MULTIPLE CHOICE QUESTIONS**