

**QUESTION 9 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK III
OR IN SOFTEST ANSWER SCREEN 9**

In April 2012, Hope validly executed a will that would pour its residue into "My Trust, which is to be administered pursuant to the terms set forth in the trust instrument attached hereto." Hope died in July 2013, and was survived by both her adult children, Erin and April. A sheet of paper labeled "My Trust," bearing Hope's signature and dated May 2012, was stapled to the will.

The trust was not funded prior to Hope's death. The trust instrument named Erin as trustee, and both of Hope's children as the beneficiaries. It also stated that the trust was to be funded by Hope's will using the residue of her estate. According to the trust instrument, upon Hope's death, Erin was to deed to herself all of Hope's real estate holdings, and collect a reasonable fee for her services as trustee. The remaining assets were to be distributed equally between Erin and April.

The trust instrument also contained the following "terror" clause: "If any beneficiary under this Trust shall unsuccessfully challenge or contest any provision of this Trust, that beneficiary shall receive no portion of any benefits under this Trust."

April discovered receipts indicating that Erin had taken a large amount of the trust's personal property, either to sell or for her own use, following their mother's death. April initiated a proceeding to remove Erin as trustee, but was unsuccessful as the court denied the request for Erin's removal. Erin then petitioned the court to enforce the terror clause against April.

Was the trust validly established? Was the trust properly funded by Hope's will? Assuming that the trust was validly established and funded, how will the court rule on Erin's petition? Explain your answers.

*******THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK III*****
OR IN SOFTEST ANSWER SCREEN 9**