

**QUESTION 8 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK III
OR IN SOFTEST ANSWER SCREEN 8**

Investor, a high-profile real estate developer, found the perfect site for a new development in a small town and set out to purchase the site. Recognizing Investor's interest in the site, Seller decided to sell the site to Investor. Unfortunately, Seller's brother, not Seller, was the site's legal titleholder. Undeterred, Seller negotiated a deal with Investor and executed a warranty deed transferring the site to Investor on January 7, 2013. On January 18, 2013, Seller purchased the site from his brother for an agreeable price, netting Seller a handsome profit.

Investor, more concerned with publicity than details, focused on a public relations campaign to ensure everyone in the small town was aware of the new development and neglected to record the deed. Among Investor's more noticeable public relations efforts, Investor had several highly conspicuous signs installed on the site depicting the planned development. The signs stated in large print, "a new development brought to you by Investor." Unfortunately, Investor was unable to acquire the necessary permits and the development stalled.

Recognizing that he did not hold legal title at the time of the site's conveyance to Investor, Seller subsequently sold the site to Buyer, the small town's local developer. Seller executed a second warranty deed conveying the site to Buyer on June 19, 2013. Buyer recorded his interest the next day, June 20, 2013. Shortly after, on July 10, 2013, Investor recorded his interest.

Applying principles of Michigan law, discuss whether Investor or Buyer would prevail in a quiet title action. Explain your answer.

*******THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK III*****
OR IN SOFTEST ANSWER SCREEN 8**