

(CTR) Rescission

Rescission  
position  
influence

High – Legal term in Blue has appeared in multiple prior NCBE MBE Qs  
Medium - Legal term in Green has appeared in at least 1 prior NCBE MBE Q  
Low - Legal term in Orange has not appeared in a prior NCBE MBE Q

(CTR) Reformation

Reformation

adequately reflect the parties' understanding of the agreement.

(CTR) Attrition

When work force goes down due to natural, uncontrollable, and unpredictable elements or losing resources when they become obsolete or spoil.

(EVD) Doctrine of Past Recollection Recorded

Past recollection recorded is an exception to the hearsay rule, which prohibits introduction of out-of-court statements of unavailable witnesses into evidence when offered for truthfulness.

(EVD) Doctrine of Present Recollection Refreshed

An exception to the hearsay rule, whereby evidence of which a witness has no current recall can nonetheless be admitted for the truth of its contents as it was recorded at a time when the witness was able to verify its accuracy.

(EVD) Learned Intermediary Doctrine

Under this doctrine, a manufacturer of a product fulfills his duty of care when he provides appropriate warnings and/or necessary information to a learned intermediary (e.g. doctor or pharmacist) who then interacts with the consumer of a product. This doctrine is primarily used by pharmaceutical and medical device manufacturers in defense of tort suits.

(EVD) Voucher Rule

Under English common law, a party generally could not impeach its own witness. This rule has been eliminated and FRE 607 permits any party to attack the credibility of any witness.

(RLP) Clogging the Equity of Redemption

Any provision whereby a mortgagor waives his equity of redemption (in advance of default) is void. This is said to "clog" the equity of redemption.

(RLP) Construction of Deeds Doctrine

The language in an ambiguous deed must be construed against the grantor and in favor of the grantee (must resolve any doubt against the grantor because the grantor selects his own language).

(RLP) Covenant for Quiet Enjoyment

In a deed, future covenant where the grantor promises that the grantee will not be disturbed in possession by a third party's lawful claim of title (not breached until grantee disturbed in possession; SOL begins to run on future date).

(RLP) Covenant of Seisin

In a deed, a grantor promises he owns the estate that he now claims to convey.

(RLP) Cy Pres

Doctrine permitting courts to apply trust funds to purposes not expressed in the trust but necessary to carry out the settlor's intent.

(RLP) Doctrine of Accession

The right to all that one's own property produces, whether that property be movable or immovable; and the right to that which is united to it by accession, either naturally or artificially.

(RLP) Doctrine of Acquiescence

Where adjoining property owners acquiesce to a boundary line for a period of at least fifteen years, that line becomes the actual boundary line. Unlike a claim based on adverse possession, an assertion of acquiescence does not require that the possession be hostile or without permission.

(RLP) Doctrine of Amortization

The doctrine of amortization is a means used to terminate a nonconforming use. Under this doctrine, non-conforming uses can be eliminated by giving the landowner reasonable time to recoup his investment and then conform to the zoning law.

(RLP) Doctrine of Negative Reciprocal Covenants

W  
co  
su

Currently 17 pages consisting of 200+ legal terms/concepts. Examinees should give this list a few quick reads and make sure they understand all the HIGH and MEDIUM legal terms because it will probably save you from a few wrong answers on the MBE.

(RLP) Dower Rights

Co  
Th  
marriage.