



This Introduction section explains how to use the SEPERAC MEE ISSUE SPOTTING COMPENDIUM. I designed the outline to very very efficient to use, but you need to know how it works to utilize it effectively. Sample pages of the outline appears after this Introduction section

SEPERAC MEE ISSUE SPOTTING COMPENDIUM
218 MEE QUESTIONS WITH ISSUES AND SHORT ANSWERS
BASED ON 2002-2017 MEE EXAMS

DATE RELEASED: AUGUST 27, 2017

This compendium contains every released MEE question from 2002 to Feb 2017 (with the exception of Negotiable Instruments/Commercial Paper questions which are no longer tested on the MEE exam). This compendium contains 218 MEE questions on the 14 testable MEE subjects: Agency & Partnership, Civil Procedure, Conflict of Laws, Constitutional Law, Contracts, Corporations & LLCs, Criminal Law & Procedure, Evidence, Family Law, Real Property, Secured Transactions, Torts, Trusts, and Wills & Estates. Please note that MEE testing of the MBE subjects (with the exception of Civil Procedure) only began in July 2007, so there are fewer MEE questions for these subjects.

The MEE questions in this Issue Spotting Compendium are grouped by subject, with the questions sorted from newest to oldest. Examinees should focus on one subject at a time, reading each question from that subject and then attempting to issue spot (either on paper or in your head). The questions and short answers in this compendium are separated by a page break so an examinee can read each question without any hint of the answer, and the examinee can then go to the answer explanation on the next page to self-assess. The questions for each subject are sorted from most recent to least recent because I regard the more recent exam questions as more important (much like the recently released MBE questions in the OPE 1-4 exams better reflect the current MBE, the recently released MEE questions from 2011-2017 better reflect the current MEE).

The Answer Analysis section contains a list of the relevant legal problems tested in the question (which are referred to as "Issues") along with an answer to each legal problem, and then an Answer Discussion which consists of a brief overview of the answer. The Issue answers are color coded so examinees can quickly determine how the issue was resolved (**Red** for No, **Green** for Yes and **Blue** means Not Applicable). Each Issue reports its assigned score value which provides some insight into how much knowledge and analysis is required for each Issue. For example "POINT 1 (25%)" means that this issue was worth 25% of an examinee's total score for that essay (and generally should represent about 25% of your writing).

If you go to View from the WORD menu, if you check "Navigation pane" in the Show menu, you will see a hyperlinked navigation pane on the left side of the document. This enables you to quickly jump around between questions. As a word document, the document is editable – you can make this document your own by adding or removing text, increasing the font size, changing the margins, or adding comments, special formatting/highlighting. The default font is Times New Roman because this is the font NCBE uses for the MEE questions, but feel free to change it if you prefer something more readable. In addition, examinees can search the document for keywords in the past essay questions and answers. On the Menu/Ribbon, if you go to View, there is a macro button called "Count Words." If you click on the button, a dialog box will ask "What word do you want to count?" Enter a word or a phrase and then press OK.

This MEE Issue Spotting Compendium serves as a well-organized way to familiarize yourself with how the questions for each subject are posed, what issues are at play, and what the outcomes are, along with a brief discussion of the answer. For examinees that have practiced essays and are confident in their writing and analysis, this MEE Issue Spotting Compendium enables an examinee to efficiently review a wide range of past MEE essays (likely the most important ones) and their corresponding issues/answers to improve their issue spotting and knowledge. In addition, there are MP3s of this compendium for each subject on the subscription site. I recommend that examinees alternate between reading this outline and listen to the MP3s of this outline since it is a great way to create different memory impressions in your studies.

The most important aspect of the MEE is issue-spotting. According to the maker of the MEE: “*NCBE’s grader training and materials also assign weights to subparts in a question. So an examinee who performs well on one subpart of an MEE question worth 25% of the total score that could be awarded for that question is not assured a 6 unless he performs well on the other parts of the question, too, in comparison with other examinees. In other words, there is a weighting framework for assigning points, which helps to keep graders calibrated and consistent.*” see the March 2015 NCBE Testing Column: Judith A. Gundersen, The Testing Column, Essay Grading Fundamentals, The Bar Examiner (March 2015). This differs from pre-UBE essay grading where the graders reviewed the essays more holistically (i.e. looking at the overall answer and then assigning a score). On the MEE, the graders are somewhat constrained by the grading weights, meaning that a well written answer with good reasoning that misses issues will probably score lower than a poorly written answer with basic analysis that identifies all the issues. Thus, if you are ever in a hurry on the MEE, you should dispense with CIRAC/IRAC and simply state the issue directly along with the relevant law and then analyze if you have the time.

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TABLE OF CONTENTS

FEB 2017–MEE Q05: QUESTION FIVE (AGENCY-PARTNERSHIP)	1
FEB 2016–MEE Q03: QUESTION THREE (AGENCY-PARTNERSHIP)	3
FEB 2015–MEE Q01: QUESTION ONE (AGENCY-PARTNERSHIP/TORTS)	5
FEB 2014–MEE Q06: QUESTION SIX (AGENCY-PARTNERSHIP)	8
JUL 2013–MEE Q02: QUESTION TWO (AGENCY-PARTNERSHIP/TORTS)	10
FEB 2013–MEE Q06: QUESTION SIX (AGENCY-PARTNERSHIP)	12
FEB 2012–MEE Q06: QUESTION SIX (AGENCY-PARTNERSHIP)	15
JUL 2011–MEE Q09: QUESTION NINE (AGENCY-PARTNERSHIP)	17
JUL 2010–MEE Q01: QUESTION ONE (AGENCY-PARTNERSHIP)	19
JUL 2009–MEE Q08: QUESTION EIGHT (AGENCY-PARTNERSHIP)	21
FEB 2009–MEE Q01: QUESTION ONE (AGENCY-PARTNERSHIP)	23
JUL 2008–MEE Q03: QUESTION THREE (AGENCY-PARTNERSHIP)	25
JUL 2007–MEE Q04: QUESTION FOUR (AGENCY-PARTNERSHIP)	27
FEB 2007–MEE Q06: QUESTION SIX (AGENCY-PARTNERSHIP)	29
JUL 2006–MEE Q02: QUESTION TWO (AGENCY-PARTNERSHIP)	31
FEB 2006–MEE Q02: QUESTION TWO (AGENCY-PARTNERSHIP)	33
FEB 2005–MEE Q07: QUESTION SEVEN (AGENCY-PARTNERSHIP)	35
JUL 2004–MEE Q05: QUESTION FIVE (AGENCY-PARTNERSHIP)	37
FEB 2004–MEE Q06: QUESTION SIX (AGENCY-PARTNERSHIP)	40
JUL 2003–MEE Q05: QUESTION FIVE (AGENCY-PARTNERSHIP)	42
FEB 2003–MEE Q04: QUESTION FOUR (AGENCY-PARTNERSHIP)	44
JUL 2002–MEE Q06: QUESTION SIX (AGENCY-PARTNERSHIP)	46
FEB 1997–MEE Q04: QUESTION FOUR (AGENCY-PARTNERSHIP/CORPS-LLCS)	48
JUL 2016–MEE Q06: QUESTION SIX (CIVIL PROCEDURE)	50
JUL 2015–MEE Q02: QUESTION TWO (CIVIL PROCEDURE)	52
FEB 2015–MEE Q05: QUESTION FIVE (CIVIL PROCEDURE)	55
JUL 2014–MEE Q04: QUESTION FOUR (CIVIL PROCEDURE)	57
FEB 2014–MEE Q04: QUESTION FOUR (CIVIL PROCEDURE)	59
JUL 2013–MEE Q01: QUESTION ONE (CIVIL PROCEDURE)	61
FEB 2013–MEE Q05: QUESTION FIVE (CIVIL PROCEDURE)	63
JUL 2012–MEE Q07: QUESTION SEVEN (CIVIL PROCEDURE)	65
FEB 2012–MEE Q07: QUESTION SEVEN (CIVIL PROCEDURE/CONFLICTS)	67
JUL 2011–MEE Q05: QUESTION FIVE (CIVIL PROCEDURE)	69
FEB 2011–MEE Q08: QUESTION EIGHT (CIVIL PROCEDURE)	71
JUL 2010–MEE Q07: QUESTION SEVEN (CIVIL PROCEDURE)	73
FEB 2010–MEE Q06: QUESTION SIX (CIVIL PROCEDURE)	75
JUL 2009–MEE Q06: QUESTION SIX (CIVIL PROCEDURE)	78
FEB 2009–MEE Q05: QUESTION FIVE (CIVIL PROCEDURE)	80
JUL 2008–MEE Q05: QUESTION FIVE (CIVIL PROCEDURE)	82
FEB 2008–MEE Q06: QUESTION SIX (CIVIL PROCEDURE)	84
JUL 2007–MEE Q02: QUESTION TWO (CIVIL PROCEDURE)	87
FEB 2007–MEE Q03: QUESTION THREE (CIVIL PROCEDURE)	89
JUL 2006–MEE Q06: QUESTION SIX (CIVIL PROCEDURE)	91
FEB 2006–MEE Q03: QUESTION THREE (CIVIL PROCEDURE)	93
JUL 2005–MEE Q06: QUESTION SIX (CIVIL PROCEDURE)	95
FEB 2005–MEE Q03: QUESTION THREE (CIVIL PROCEDURE)	97
FEB 2004–MEE Q04: QUESTION FOUR (CIVIL PROCEDURE)	99
JUL 2003–MEE Q04: QUESTION FOUR (CIVIL PROCEDURE)	101
FEB 2003–MEE Q05: QUESTION FIVE (CIVIL PROCEDURE)	103
JUL 2002–MEE Q03: QUESTION THREE (CIVIL PROCEDURE)	105
JUL 2004–MEE Q06: QUESTION SIX (CONFLICTS)	107
FEB 2003–MEE Q03: QUESTION THREE (CONFLICTS)	109
FEB 2000–MEE Q05: QUESTION FIVE (CONFLICTS)	111
FEB 2016–MEE Q04: QUESTION FOUR (CONSTITUTIONAL LAW)	113
FEB 2015–MEE Q02: QUESTION TWO (CONSTITUTIONAL LAW)	115
FEB 2014–MEE Q01: QUESTION ONE (CONSTITUTIONAL LAW)	117

The MEE questions in this MEE ISSUE SPOTTING COMPENDIUM are grouped by subject, with the questions sorted from newest to oldest. Grouping by subject enables you to see the wide variety of ways NCBE has tested issues for a subject in the past (to be better prepared for future issues). Examinees should focus on one subject at a time, reading each question from that subject and then attempting to issue spot (either on paper or in your head). The questions for each subject are sorted from most recent to least recent because I regard the more recent exam questions as more important (much like the recently released MBE questions in the OPE 1-4 exams reflect the current MBE, the recently released MEE questions from 2011-2017 reflect the current MEE).

BAR REVIEW

FEB 2013–MEE Q03: QUESTION THREE (CONSTITUTIONAL LAW)	119
JUL 2012–MEE Q03: QUESTION THREE (CONSTITUTIONAL LAW)	121
JUL 2011–MEE Q08: QUESTION EIGHT (CONSTITUTIONAL LAW)	123
JUL 2010–MEE Q04: QUESTION FOUR (CONSTITUTIONAL LAW)	125
JUL 2009–MEE Q02: QUESTION TWO (CONSTITUTIONAL LAW)	127
JUL 2008–MEE Q02: QUESTION TWO (CONSTITUTIONAL LAW)	129
FEB 2017–MEE Q01: QUESTION ONE (CONTRACTS)	131
JUL 2016–MEE Q05: QUESTION FIVE (CONTRACTS)	133
JUL 2015–MEE Q03: QUESTION THREE (CONTRACTS)	136
JUL 2014–MEE Q02: QUESTION TWO (CONTRACTS)	138
JUL 2013–MEE Q07: QUESTION SEVEN (CONTRACTS)	140
FEB 2013–MEE Q02: QUESTION TWO (CONTRACTS)	142
FEB 2012–MEE Q03: QUESTION THREE (CONTRACTS)	144
FEB 2011–MEE Q06: QUESTION SIX (CONTRACTS)	146
JUL 2009–MEE Q05: QUESTION FIVE (CONTRACTS)	148
JUL 2008–MEE Q08: QUESTION EIGHT (CONTRACTS)	150
JUL 2007–MEE Q01: QUESTION ONE (CONTRACTS)	152
FEB 2017–MEE Q04: QUESTION FOUR (CORPS-LLCS)	154
JUL 2016–MEE Q01: QUESTION ONE (CORPS-LLCS)	156
JUL 2015–MEE Q04: QUESTION FOUR (CORPS-LLCS)	158
JUL 2014–MEE Q06: QUESTION SIX (CORPS-LLCS)	160
JUL 2013–MEE Q06: QUESTION SIX (CORPS-LLCS)	162
JUL 2012–MEE Q08: QUESTION EIGHT (CORPS-LLCS)	164
FEB 2012–MEE Q09: QUESTION NINE (CORPS-LLCS)	166
FEB 2011–MEE Q07: QUESTION SEVEN (CORPS-LLCS)	168
JUL 2010–MEE Q09: QUESTION NINE (CORPS-LLCS)	170
FEB 2010–MEE Q05: QUESTION FIVE (CORPS-LLCS)	172
FEB 2009–MEE Q09: QUESTION NINE (CORPS-LLCS)	174
FEB 2008–MEE Q05: QUESTION FIVE (CORPS-LLCS)	176
JUL 2007–MEE Q09: QUESTION NINE (CORPS-LLCS)	178
JUL 2006–MEE Q05: QUESTION FIVE (CORPS-LLCS)	180
FEB 2006–MEE Q05: QUESTION FIVE (CORPS-LLCS)	182
JUL 2005–MEE Q02: QUESTION TWO (CORPS-LLCS)	184
FEB 2005–MEE Q01: QUESTION ONE (CORPS-LLCS)	186
JUL 2004–MEE Q02: QUESTION TWO (CORPS-LLCS)	188
JUL 2003–MEE Q01: QUESTION ONE (CORPS-LLCS)	190
FEB 2003–MEE Q07: QUESTION SEVEN (CORPS-LLCS)	192
FEB 2002–MEE Q07: QUESTION SEVEN (CORPS-LLCS)	194
JUL 2015–MEE Q05: QUESTION FIVE (CRIMINAL LAW)	196
JUL 2014–MEE Q01: QUESTION ONE (CRIMINAL LAW)	198
FEB 2014–MEE Q05: QUESTION FIVE (CRIMINAL LAW)	200
JUL 2012–MEE Q02: QUESTION TWO (CRIMINAL LAW)	202
JUL 2011–MEE Q02: QUESTION TWO (CRIMINAL LAW)	204
JUL 2010–MEE Q08: QUESTION EIGHT (CRIMINAL LAW)	206
JUL 2009–MEE Q07: QUESTION SEVEN (CRIMINAL LAW)	208
FEB 2008–MEE Q08: QUESTION EIGHT (CRIMINAL LAW & PROCEDURE)	212
JUL 2007–MEE Q05: QUESTION FIVE (CRIMINAL LAW & PROCEDURE)	215
JUL 2016–MEE Q02: QUESTION TWO (EVIDENCE/CRIM LAW & PROC)	217
FEB 2016–MEE Q02: QUESTION TWO (EVIDENCE)	221
JUL 2014–MEE Q05: QUESTION FIVE (EVIDENCE)	224
JUL 2013–MEE Q04: QUESTION FOUR (EVIDENCE)	227
FEB 2013–MEE Q07: QUESTION SEVEN (EVIDENCE)	230
FEB 2012–MEE Q01: QUESTION ONE (EVIDENCE)	232
FEB 2011–MEE Q02: QUESTION TWO (EVIDENCE)	235
FEB 2010–MEE Q07: QUESTION SEVEN (EVIDENCE)	237
FEB 2009–MEE Q02: QUESTION TWO (EVIDENCE)	239
FEB 2008–MEE Q04: QUESTION FOUR (EVIDENCE)	242
FEB 2017–MEE Q03: QUESTION THREE (FAMILY LAW/CONFLICTS)	245
FEB 2016–MEE Q06: QUESTION SIX (FAMILY LAW)	247

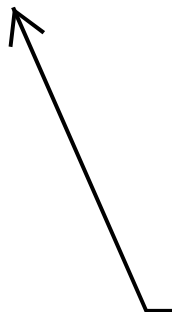
In addition, there are MP3s of this ISSUE SPOTTING COMPENDIUM for each subject on the subscription site (over 16 hours of MP3 audio). I recommend that examinees alternate between reading this outline and listening to the MP3s of this outline since it is a great way to create different memory impressions in your study.

BAR REVIEW

JUL 2014–MEE Q03: QUESTION THREE (FAMILY LAW)	250
JUL 2013–MEE Q03: QUESTION THREE (FAMILY LAW)	252
JUL 2012–MEE Q04: QUESTION FOUR (FAMILY LAW)	255
JUL 2011–MEE Q06: QUESTION SIX (FAMILY LAW/CONFLICTS)	257
FEB 2011–MEE Q05: QUESTION FIVE (FAMILY LAW)	259
JUL 2010–MEE Q06: QUESTION SIX (FAMILY LAW)	261
FEB 2010–MEE Q03: QUESTION THREE (FAMILY LAW)	263
JUL 2009–MEE Q03: QUESTION THREE (FAMILY LAW)	265
FEB 2009–MEE Q08: QUESTION EIGHT (FAMILY LAW)	267
JUL 2008–MEE Q07: QUESTION SEVEN (FAMILY LAW)	269
FEB 2008–MEE Q03: QUESTION THREE (FAMILY LAW)	271
JUL 2007–MEE Q03: QUESTION THREE (FAMILY LAW)	273
FEB 2007–MEE Q04: QUESTION FOUR (FAMILY LAW)	275
JUL 2006–MEE Q04: QUESTION FOUR (FAMILY LAW)	277
FEB 2006–MEE Q04: QUESTION FOUR (FAMILY LAW)	279
JUL 2005–MEE Q04: QUESTION FOUR (FAMILY LAW)	281
FEB 2005–MEE Q04: QUESTION FOUR (FAMILY LAW)	283
JUL 2004–MEE Q03: QUESTION THREE (FAMILY LAW)	285
FEB 2004–MEE Q03: QUESTION THREE (FAMILY LAW)	287
JUL 2003–MEE Q06: QUESTION SIX (FAMILY LAW)	289
JUL 2002–MEE Q05: QUESTION FIVE (FAMILY LAW)	291
JUL 1997–MEE Q04: QUESTION FOUR (FAMILY LAW)	293
FEB 2017–MEE Q06: QUESTION SIX (REAL PROPERTY)	295
FEB 2015–MEE Q04: QUESTION FOUR (REAL PROPERTY)	298
JUL 2013–MEE Q08: QUESTION EIGHT (REAL PROPERTY)	300
FEB 2013–MEE Q01: QUESTION ONE (REAL PROPERTY)	302
FEB 2012–MEE Q08: QUESTION EIGHT (REAL PROPERTY)	304
JUL 2011–MEE Q04: QUESTION FOUR (REAL PROPERTY)	306
JUL 2010–MEE Q05: QUESTION FIVE (REAL PROPERTY)	308
FEB 2010–MEE Q02: QUESTION TWO (REAL PROPERTY)	310
FEB 2009–MEE Q04: QUESTION FOUR (REAL PROPERTY)	312
JUL 2008–MEE Q04: QUESTION FOUR (REAL PROPERTY)	314
JUL 2007–MEE Q06: QUESTION SIX (REAL PROPERTY)	316
JUL 2016–MEE Q04: QUESTION FOUR (UCC ART. 9/REAL PROPERTY)	318
FEB 2016–MEE Q01: QUESTION ONE (UCC ART. 9)	320
FEB 2015–MEE Q03: QUESTION THREE (UCC ART. 9)	322
FEB 2014–MEE Q03: QUESTION THREE (UCC ART. 9)	325
FEB 2013–MEE Q04: QUESTION FOUR (UCC ART. 9)	327
JUL 2012–MEE Q05: QUESTION FIVE (UCC ART. 9)	329
JUL 2011–MEE Q01: QUESTION ONE (UCC ART. 9)	331
FEB 2011–MEE Q03: QUESTION THREE (UCC ART. 9)	333
FEB 2010–MEE Q01: QUESTION ONE (UCC ART. 9)	335
JUL 2009–MEE Q04: QUESTION FOUR (UCC ART. 9)	337
JUL 2008–MEE Q01: QUESTION ONE (UCC ART. 9)	339
FEB 2008–MEE Q07: QUESTION SEVEN (UCC ART. 9)	341
FEB 2007–MEE Q07: QUESTION SEVEN (UCC ART. 9)	343
JUL 2006–MEE Q07: QUESTION SEVEN (UCC ART. 9)	345
FEB 2006–MEE Q06: QUESTION SIX (UCC ART. 9)	347
JUL 2005–MEE Q03: QUESTION THREE (UCC ART. 9)	349
FEB 2005–MEE Q06: QUESTION SIX (UCC ART. 9)	351
JUL 2004–MEE Q07: QUESTION SEVEN (UCC ART. 9)	353
FEB 2004–MEE Q05: QUESTION FIVE (UCC ART. 9)	355
JUL 2003–MEE Q07: QUESTION SEVEN (UCC ART. 9)	357
JUL 2002–MEE Q01: QUESTION ONE (UCC ART. 9)	359
JUL 2016–MEE Q03: QUESTION THREE (TORTS)	361
JUL 2015–MEE Q01: QUESTION ONE (TORTS)	364
JUL 2012–MEE Q06: QUESTION SIX (TORTS)	366
FEB 2012–MEE Q04: QUESTION FOUR (TORTS)	369
FEB 2011–MEE Q04: QUESTION FOUR (TORTS)	371

FEB 2010–MEE Q04: QUESTION FOUR (TORTS)	373
FEB 2009–MEE Q07: QUESTION SEVEN (TORTS)	375
FEB 2008–MEE Q02: QUESTION TWO (TORTS)	377
FEB 2017–MEE Q02: QUESTION TWO (TRUSTS)	379
JUL 2015–MEE Q06: QUESTION SIX (TRUSTS)	381
FEB 2014–MEE Q02: QUESTION TWO (TRUSTS)	383
FEB 2013–MEE Q08: QUESTION EIGHT (TRUSTS)	385
JUL 2012–MEE Q01: QUESTION ONE (TRUSTS)	387
JUL 2011–MEE Q03: QUESTION THREE (TRUSTS)	389
FEB 2011–MEE Q01: QUESTION ONE (TRUSTS)	391
FEB 2010–MEE Q08: QUESTION EIGHT (TRUSTS)	393
JUL 2009–MEE Q01: QUESTION ONE (TRUSTS)	395
JUL 2008–MEE Q06: QUESTION SIX (TRUSTS)	397
FEB 2008–MEE Q09: QUESTION NINE (TRUSTS)	399
JUL 2007–MEE Q08: QUESTION EIGHT (TRUSTS)	401
FEB 2007–MEE Q02: QUESTION TWO (TRUSTS)	405
FEB 2006–MEE Q01: QUESTION ONE (TRUSTS)	407
JUL 2005–MEE Q07: QUESTION SEVEN (TRUSTS)	409
JUL 2004–MEE Q01: QUESTION ONE (TRUSTS)	411
FEB 2004–MEE Q07: QUESTION SEVEN (TRUSTS)	413
FEB 2003–MEE Q06: QUESTION SIX (TRUSTS)	415
JUL 2002–MEE Q07: QUESTION SEVEN (TRUSTS)	417
FEB 2016–MEE Q05: QUESTION FIVE (WILLS-ESTATES)	419
FEB 2015–MEE Q06: QUESTION SIX (WILLS-ESTATES)	421
JUL 2013–MEE Q09: QUESTION NINE (WILLS-ESTATES)	423
JUL 2012–MEE Q09: QUESTION NINE (WILLS-ESTATES/CONFLICTS)	425
FEB 2012–MEE Q05: QUESTION FIVE (WILLS-ESTATES)	427
FEB 2011–MEE Q09: QUESTION NINE (WILLS-ESTATES)	429
JUL 2010–MEE Q03: QUESTION THREE (WILLS-ESTATES)	432
JUL 2009–MEE Q09: QUESTION NINE (WILLS-ESTATES)	434
FEB 2009–MEE Q03: QUESTION THREE (WILLS-ESTATES)	436
FEB 2008–MEE Q01: QUESTION ONE (WILLS-ESTATES)	438
FEB 2007–MEE Q05: QUESTION FIVE (WILLS-ESTATES)	440
JUL 2006–MEE Q03: QUESTION THREE (WILLS-ESTATES)	442
FEB 2006–MEE Q07: QUESTION SEVEN (WILLS-ESTATES)	444
JUL 2005–MEE Q01: QUESTION ONE (WILLS-ESTATES)	446
FEB 2005–MEE Q05: QUESTION FIVE (WILLS-ESTATES)	448
JUL 2004–MEE Q04: QUESTION FOUR (WILLS-ESTATES)	450
FEB 2004–MEE Q01: QUESTION ONE (WILLS-ESTATES)	452
JUL 2003–MEE Q02: QUESTION TWO (WILLS-ESTATES/TRUSTS)	454
FEB 2003–MEE Q01: QUESTION ONE (WILLS-ESTATES)	456
JUL 2002–MEE Q02: QUESTION TWO (WILLS-ESTATES)	458
JUL 1999–MEE Q06: QUESTION SIX (WILLS-ESTATES)	460
FEB 1997–MEE Q01: QUESTION ONE (WILLS-ESTATES)	462

PERAC BAR REVIEW



This SEPERAC MEE ISSUE SPOTTING COMPENDIUM contains 215 released MEE questions with an accompanying issue break-down and answer analysis. This outline will efficiently help you with MEE issue spotting and should also help you on the MBE, especially with Civil Procedure.

FEB 2017–MEE Q05: QUESTION FIVE (AGENCY-PARTNERSHIP)

An inventor retained a woman to act as his agent to purchase 25 computer chips, 25 blue lenses, and 25 lawn mower shutoff switches. The inventor told her to purchase only:

- Series A computer chips,
- blue lenses that cost no more than \$300 each, and
- shutoff switches that could shut down a lawn mower in less than one second after the mower hits a foreign object.

The woman contacted a chip manufacturer to purchase the Series A computer chips. She told the manufacturer that she was the inventor's agent and that she wanted to purchase 25 Series A computer chips on his behalf. The manufacturer told her that the Series A chips cost \$800 each but that she could buy Series B chips, with functionality similar to that of the Series A chips, for only \$90 each. Without discussing this with the inventor, the woman agreed to purchase 25 Series B chips, signing the contract with the chip manufacturer "as agent" of the inventor. The Series B chips were shipped to her, but when she then took them to the inventor and explained what a great deal she had gotten, the inventor refused to accept them. He has also refused to pay the manufacturer for them.

The woman also contacted a lens manufacturer for the purchase of the blue lenses. She signed a contract in her name alone for the purchase of 25 blue lenses at \$295 per lens. She did not tell the lens manufacturer that she was acting as anyone's agent. The lenses were shipped to her, but when she took them to the inventor, he refused to accept them because he had decided that it would be better to use red lenses. The inventor has refused to pay for the blue lenses.

The woman also contacted a switch manufacturer to purchase shutoff switches. She signed a contract in her name alone for switches that would shut down a lawn mower in less than five seconds, a substantially slower reaction time than the inventor had specified to her. When she signed the contract, she told the manufacturer that she was acting as someone's agent but did not disclose the identity of her principal. The switches were shipped to her. Although the inventor recognized that the switches were not what the woman had been told to buy, he nonetheless used them to build lawn mowers, but now refuses to pay the manufacturer for them.

All elements of contract formation and enforceability are satisfied with respect to each contract.

1. Who is liable to the chip manufacturer: the inventor, the woman, or both? Explain.
2. Who is liable to the blue-lens manufacturer: the inventor, the woman, or both? Explain.
3. Who is liable to the shutoff-switch manufacturer: the inventor, the woman, or both? Explain.

Unlike the MEE exam booklets, each answer in this MEE ISSUE SPOTTING COMPENDIUM always appears after the question so examinees do not have to hunt for the answers. In addition, the MEE questions and answers in this outline are separated by a page break so an examinee can read an MEE question and then quickly answer the question (or simply issue spot) without any hint of the answer, and the examinee can then go to the answer explanation(s) on the next page.

The Point Value of each issue is reported so you can gauge the importance of each issue.

FEB 2017–MEE Q05: ANSWER: NCBE (AGENCY-PA)

POINT (1) [30%] ISSUE: When an agent enters into a contract with a third party on behalf of a disclosed principal on terms that were not authorized by the principal, who is liable to the third party: the agent, the principal, or both? **ANSWER:** With respect to the chips, the woman (agent) is liable on the contract, but the inventor (principal) is not because the woman, notwithstanding her disclosure that she was acting as his agent, lacked actual or apparent authority to enter into the contract on behalf of the inventor with the chip manufacturer.

POINT (2) [30%] ISSUE: When an agent enters into a contract with a third party on behalf of an undisclosed principal on terms authorized by the principal, who is liable to the third party if the principal later repudiates the contract: the agent, the principal, or both? **ANSWER:** Both the inventor and the woman are liable to the blue-lens manufacturer on the contract for blue lenses. The inventor is liable because the woman acted with actual authority; the woman is liable as a party to the contract because the principal was undisclosed.

POINT (3) [40%] ISSUE: When an agent enters into a contract with a third party on behalf of a partially disclosed principal for goods different from those authorized by the principal, who is liable to the third party if the principal accepts the different goods: the agent, the principal, or both? **ANSWER:** Both the inventor and the woman are liable on the contract for the shutoff switches. The inventor is liable by ratifying the contract; the woman is liable because she acted on behalf of a partially disclosed principal, and there is no indication that the third party agreed to look solely to the partially disclosed principal for payment.

ANSWER DISCUSSION:

[NOTE: While the contracts in this question are for the sale of goods and, thus, governed by Article 2 of the Uniform Commercial Code, the UCC does not contain agency rules resolving the issues in this question. Thus, common law principles govern.]

As a general matter, an agent binds a principal to a contract, whether or not the principal is disclosed to the third party, if the agent had either actual or apparent authority, the agent alone is liable on the contract unless the principal ratifies the contract. An agent acting with actual authority is disclosed to the third party, but is liable if the principal is undisclosed, unless the contract provides otherwise. A woman disclosed that she was acting for the inventor on the blue-lens contract; those specified by the inventor, the inventor is not liable. The woman is also liable on the blue-lens contract because she had authority. Both the woman and the inventor are liable on the blue-lens contract because the woman did not disclose that she was acting for the inventor on the blue-lens contract, the inventor is liable on this contract because he had given the woman actual authority to buy the blue lenses on his behalf; the woman is also liable because she signed the contract in her own name. Finally, both the inventor and the woman are liable on the shutoff-switch contract that the woman entered into on behalf of the partially disclosed inventor, even though the switches were different from those authorized. The inventor became liable by ratifying the contract when he accepted the different switches, and the woman became liable by signing a contract on behalf of a partially disclosed principal.

The Answer Discussion provides a great synopsis of the answer. Examinees with limited time to study should focus on the Answer Discussions rather than the full answers (which are available in the SEPERAC RELEASED ANSWER COMPILATION document on the full subscription site.

FEB 1997–MEE Q01: QUESTION ONE (WILLS-ESTATES)

Husband's valid will provides:

I, Husband, leave my entire estate to Wife, or, if she predeceases me, I leave my entire estate in equal shares to my son, Son, and my daughter, Daughter.

Wife's valid will bequeaths her entire estate to Husband. It does not provide for an alternate gift if Husband predeceases her.

Husband and Wife recently died in a fire in their home. The fire was set by Son in his second-floor bedroom at 2:00 a.m. Wife's body was found in her nightclothes in the second-floor bedroom she shared with Husband. Husband's body was found in his nightclothes at the base of the stairs on the first floor of their home with his head facing the front door, his feet toward the upstairs landing, and red marks on his stomach indicating that he had been crawling down the stairs when he had been overcome by smoke.

Husband and Wife were survived by Son and Daughter and by Son's daughter, Granddaughter.

Son claims the fire was set inadvertently when a cigarette he was smoking in bed dropped to the mattress, causing it to ignite. The fire marshal has found traces of a combustible substance on the premises, suggesting the possibility that the fire may have been set intentionally. The local prosecutors, however, have declined to seek an indictment because, although the available evidence indicates that it is more likely than not that Son intentionally set the fire, the evidence is insufficient to support a criminal conviction.

The intestate succession statute of this jurisdiction provides that a decedent's surviving spouse is his or her sole heir. If there is no surviving spouse, the decedent's issue take the estate per stirpes. This jurisdiction also has enacted the Uniform Simultaneous Death Act.

1. To whom should Husband's estate be distributed? Explain.
2. To whom should Wife's estate be distributed? Explain.

This ISSUE SPOTTING COMPENDIUM is comprehensive
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Following is an example of how issue spotting can lead to a passing score on an MEE essay. Below is a passing examinee answer to MEE Essay #1 (Corps/LLCs) on the July 2016 MEE:



1)
1 The issue is what type of the LLC was created.

The general rule is that LLC was created as member-manages unless the intent expressly states the establishment of manager-managed LLC. Here, neither the certificate of organization nor the member's operating agreement specifies the typs of LLC. Thus the the member-managed LLC was created.

2 The issue is wheter the LLC is bound under the tire contract.

The general rule is that the patner of the LLC has authority to make contract in the ordinaly course of business. Here, the main porpose of the LLC is to run a bike shop. So the brother has a authority to make a tire contract as this LLC's partner. Thus, the LLC was bound under the tire contract.

3 The issue is the LLC is bound by hte sale of the farmland.

The general rule is that the partner's authority is limited when the operating agreement or other document in the LLC clealy limit the scope of the partner's authority.

Here, the operating agreement provides that the LLC's farmland may not be sold without the approval of all three members. And actually the brother and the sister objected the sale. Thus the LLC is not bound by the sale of the falmland.

4 The issue is what is the legal effect of the brother'e email.

Generally, diassociation arises when the partner expressly shows his intent to leave the partnership.

Here, brother showed his clear intent in the email that he wants to leave the LLC. Its effect is disassociation. Some states allows that disaccociation invokes automatic termination of the LLC.



This essay received a score of 49.46 on the July 2016 New York UBE Exam (whereas 47.8 was a passing MEE score on the NY J16 UBE exam). For 100% of the topics in the MEE question, the examinee correctly issue spotted, provided the basic rule, provided a relevant 1-2 sentence analysis per issue, and arrived at the correct conclusion for each issue.