



This Introduction section explains how to use the SEPERAC MEE QUICK REVIEW OUTLINE. 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 QUICK REVIEW OUTLINE**  
**200 MEE QUESTIONS WITH ISSUES AND SHORT ANSWERS**  
**BASED ON 2002-2016 MEE EXAMS**

**DATE RELEASED: OCTOBER 7,**

The current QUICK REVIEW OUTLINE also contains the July 2016 MEE questions

This outline contains every released MEE question from 2002 to 2016 (with the exception of Negotiable Instruments/Commercial Paper questions which are no longer tested on the MEE exam). This outline contains 200 MEE questions on 14 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 Quick Review Outline 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 outline 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 reflect the current MBE, the recently released MEE questions from 2011-2016 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 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. 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 Quick Review Outline 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 Quick Review 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 outline 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 study.

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The MEE questions in this Quick Review Outline 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 2011-2016 reflect the current MEE).

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This SEPERAC MEE QUICK REVIEW OUTLINE contains 206 released MEE questions with an accompanying issue breakdown 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 2016–MEE Q03: QUESTION THREE (AGENCY-PARTNERSHIP)**

---

Four years ago, a man and a woman properly formed a partnership to own and manage a multi-million-dollar apartment complex. They qualified the partnership as a limited liability partnership (LLP). The complex required a good deal of maintenance, and they anticipated regular borrowings of up to \$25,000 to cover maintenance expenses as is customary in this industry.

While the partnership agreement contained no limitations on the authority of the partners to act for LLP, two months after LLP was formed the man and the woman agreed that neither partner would have authority to incur indebtedness on behalf of LLP in excess of \$10,000 without the consent of the other partner. They then signed a statement of partnership authority describing this limitation, but this statement was never filed.

Over the next two years, the man regularly borrowed amounts from LLP's bank to cover the complex's ordinary maintenance expenses. The amounts borrowed ranged from \$5,000 to

\$9,000, and the man did not ask for the woman's consent when he entered into these loans on behalf of LLP.

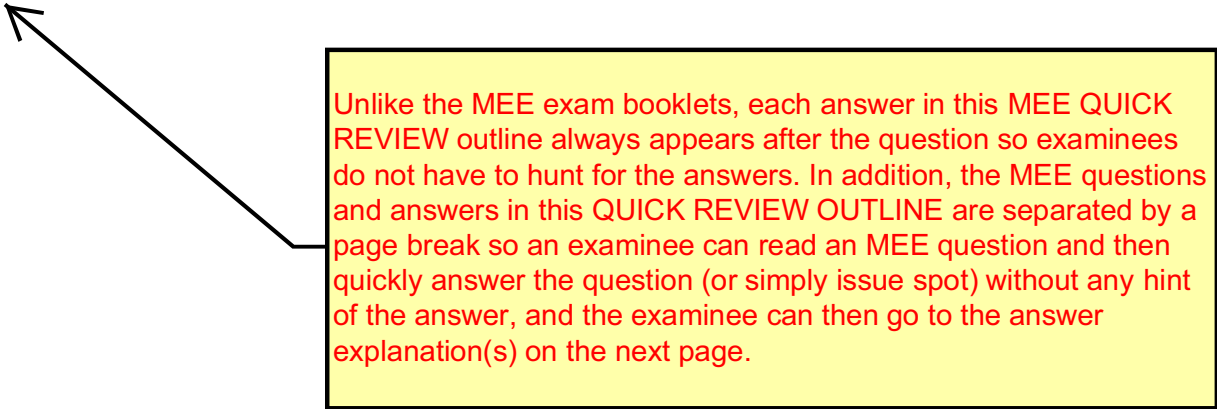
Earlier this year, the man, without the woman's knowledge, asked the bank to loan \$25,000 to LLP. The man told the bank's loan officer that the funds would be used for ordinary maintenance of the apartment complex. This amount, though greater than LLP's previous borrowings from the bank for maintenance, was in line with loans made by the bank for maintenance to other similar apartment complexes.

When the loan officer asked the man if he had authority to borrow the money on behalf of LLP, the man handed the loan officer a copy of the partnership agreement. The man, however, did not give the officer a copy of the statement of partnership authority, nor did he tell the loan officer that it existed. The bank had no actual knowledge of the limitation on the man's authority to obtain the loan on behalf of LLP.

Without contacting the woman, the bank loaned \$25,000 to LLP. The loan agreement was signed only by the man and the bank's loan officer. The woman, though she had knowledge of the earlier borrowings from the bank, had no knowledge of this loan.

The man then used the \$25,000 to pay his personal gambling debts. LLP has not made any payments to the bank on the loan.

1. Is LLP liable to the bank on the loan? Explain.
2. Is the woman personally liable to the bank on the loan? Explain.
3. Is the man liable for breaching his fiduciary duties and, if so, to whom is he liable? Explain.



Unlike the MEE exam booklets, each answer in this MEE QUICK REVIEW outline always appears after the question so examinees do not have to hunt for the answers. In addition, the MEE questions and answers in this QUICK REVIEW 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 2016–MEE Q03: ANSWER: NCBE (AGENCY-PARTNERSHIP)**

**POINT (1) [30%] ISSUE:** Is LLP liable to the bank on the loan undertaken by a partner acting beyond his actual authority, but within the partnership’s ordinary course of business? **ANSWER:** Yes. LLP is liable to the bank on the loan because the man, as a partner of LLP, had apparent authority.

**POINT (2) [30%] ISSUE:** Is the woman personally liable to the bank on the loan it made to LLP? **ANSWER:** No. The woman is not personally liable to the bank on its claim under the loan agreement.

**POINT (3)(a) [20%] ISSUE:** Did the man breach his fiduciary duties by entering into an unauthorized transaction and appropriating partnership assets for his own use? **ANSWER:** Yes. By improperly obtaining the bank loan and then misappropriating the loan proceeds, the man breached his fiduciary duty of loyalty and his duty of care.

**POINT (3)(b) [20%] ISSUE:** If the man breached any fiduciary duties, does the woman and/or LLP have a claim against the man? **ANSWER:** Yes. The woman (or the partnership) can bring a direct action against the man for breaching his duties of loyalty and care. The woman can also bring an accounting action seeking to have the man pay damages to the partnership for his loyalty breach.

**ANSWER DISCUSSION:**

There are Answer discussions for 200+ of the most recently released NCBE MEE questions.

Although the man had no actual authority to enter into the loan with the partnership’s ordinary course of business and thus had apparent authority to bind LLP on the loan. Thus, LLP is liable on the loan.

The woman is not liable to the bank on the loan because a partner in a limited liability partnership does not incur personal liability on partnership obligations solely by reason of being a partner. The woman did not engage in any misconduct that would warrant an exception to this rule of limited liability.

The man breached his fiduciary duties (duty of care and duty of loyalty) when he wrongfully incurred LLP debt and misappropriated the \$25,000 for his personal use. Either the woman or the partnership can maintain an action against the man to recover damages for losses resulting from the man’s breach. The woman can also bring an accounting action to have the partnership recover damages for losses resulting from the man’s breach of his duty of loyalty.

[NOTE: Because this is a limited liability partnership, the question is analyzed under the Revised Uniform Partnership Act, RUPA (1997, as revised 2013), not the prior act, Uniform Partnership Act, UPA (1914). The analysis would be substantially the same in states that continue to use UPA (1914) and have adopted additional provisions for limited liability partnerships.]

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.

Each of the issues tested on the MEE since 2002 is contained in this outline (732 tested MEE issues from the last 28 MEE exams) The color coding quickly tells you how the issue was resolved (Red=negative, Green=affirmative, Blue=N/A)

This is as an editable Word document so you can add/delete/etc (for more efficient studying/review)



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.