



This SEPERAC MEE ESSAY COMPILATION is explained in detail in this Introduction section.

SEPERAC MEE ESSAYS COMPILATION INTERMEDIATE EDITION

**MEE QUESTIONS AND ANSWERS FROM FEB 1995 TO JULY 2017
46 MEE EXAMS - 309 MEE QUESTIONS
DATE RELEASED: JANUARY 1, 2018**

Reviewing past MEE questions and answers is one of the best ways to prepare for the MEE. The purpose of this MEE Compilation is to enable more efficient MEE review based on 6 unique enhancements: (1) All 309 released MEE questions and NCBE Answer Analyses from 1995 to present are contained in a single document that is hyperlinked (for easy navigation) and searchable; (2) the 309 MEE questions are grouped by subject (sorted from newest to oldest) to efficiently develop a comprehensive understanding of the issues tested for each subject on the MEE (with questions based on subjects no longer tested being removed); (3) each answer appears immediately after each question to enable quick review or issue spotting; (4) each NCBE Answer Analysis has been edited for more efficient study (answers are 10% shorter than the answers contained in the NCBE books); and (5) audio MP3 versions of the MEE questions and NCBE Answer Analyses are available for the last 20 MEE exams (depending on your subscription) so you can create different memory impressions when you are commuting, working out, cooking, etc.

Since 1995, NCBE has released 46 MEE exams (from Feb 1995 to July 2017). Each MEE exam contains 6-9 questions (7 questions in exams from Feb 1995 to Feb 2007, 9 questions in exams from July 2007 to July 2013 and 6 questions in exams from Feb 2014 to Feb 2017) along with a corresponding answer analysis from NCBE for each question. Currently, the MEE tests 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. The subjects of Agency & Partnership, Corporations, Civil Procedure, Conflicts, Family Law, Secured Transactions, Trusts and Wills & Estates have been tested since February 1995 while MEE testing of the MBE subjects (with the exception of Civil Procedure) began in July 2007. In addition, NCBE formerly tested the subject of Negotiable Instruments/Commercial Paper, but this subject was removed from MEE exam-testing in February 2014.

Utilizing these licensed MEE materials, I created this Seperac MEE Essays Compilation document which contains all the released MEE essay questions and answer analysis from Feb 1995 to present. This compilation is a very efficient way to review the MEE essay questions and answers. It is superior to the individual MEE exam PDFs available from NCBE (which are available on the subscription site) for six main reasons:

- This Seperac MEE Essays Compilation document contains all the MEE exams from 1995 to present in a single document. This is a significant time-saver. Utilizing the hyperlinked Table of Contents or Microsoft Word's Navigation Pane, you can jump to any subject, question or answer instantly. To use the hyperlinked Table of Contents, simply hold down the CTRL key and click on an item in the Table of Contents and you will jump to that question in the Seperac MEE Essays Compilation document. In addition, 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. By creating a word document, the document is editable and searchable. You can make this document your own, by adding notes, comments, or special formatting or 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. For example, if you enter the phrase "attractive nuisance", you will be told that "attractive nuisance appears 2 times" in the questions and answers from 1995 to present.

- Unlike the MEE booklets released by NCBE, the MEE questions in this Seperac MEE Essays Compilation document are grouped by subject, with the questions sorted from newest to oldest. This enables an examinee to quickly and efficiently get an understanding of each MEE subject. For example, an examinee with very little study time should look at the first few questions from each MEE subject while an examinee who has a good bit of study time should look at 5-10 questions from each MEE subject. Comprehensively seeing how the MEE tests a subject will help you spot issues for that subject because you will have a complete picture of what has been tested in the past. Furthermore, only the relevant MEE questions are included in this Seperac MEE Essays Compilation. For example, the 30 questions on UCC Article 3 Negotiable Instruments Commercial Paper (tested in the Feb 1995-July 2013 exams) have been removed because this subject is no longer tested on the MEE. Likewise, if there is a cross-over question (e.g. Contracts & Commercial Paper or Negotiable Instruments). It has been removed so that you don't waste any time studying topics that are no longer tested on the MEE.
- In this Seperac MEE Essays Compilation document, the NCBE Answer Analysis always appears after the question. In the released MEE exam booklets, the questions are grouped together and then the corresponding answers are grouped together. This requires an examinee to hunt for the answer to each question. In addition, the questions and answers in this Seperac MEE Essays Compilation document are separated by a page break so an examinee can read an MEE essay and answer the question (or quickly issue spot) without any hint of the answer, and the examinee can then go to the answer explanation(s) on the next page. This means that an examinee can use this Seperac MEE Essays Compilation document not only for MEE studying, but also for MEE testing.
- Each NCBE Answer Analysis in this Seperac MEE Essays Compilation document has been significantly edited to make them more readable and to make them appear more like written essay answers. In the released MEE exams, the answers contain numerous citations that are irrelevant to an examinee answering the MEE questions. Removing these superfluous citations has made the answers 10% shorter. Examinees simply do not have the time to read or research these citations. I left in only the most important citations, and I abbreviated these citations to reduce their complexity. In addition, the MEE answers are better organized. In some cases, the number of Legal Problems in the Answer Analysis did not correspond with the number of Answer points. In all cases, this has been fixed so the answers are consistent. All these changes are intended to make studying for the MEE more efficient. Please note that all the typographical errors I encounter are corrected in these essays, so they will not mirror the MEE essays released by NCBE. Also, there are intentional (but de minimus) mistakes intended to identify any copying/sharing of this compilation.
- There are also 34 hours of MP3 audio files covering the last 200+ MEE questions and NCBE Answer Analyses (from July 2017 to July 2007) downloadable from the subscription site depending on your subscription. Audio versions of the materials you study are a great way to create different forms of memory impressions (meaning if on the exam if you don't remember something you read, you may remember something you heard). If you are limited on time or you are an auditory learner, use the MP3s when you commute/cook/work out (or just get sick of reading). Every examinee should try the MP3s to see if they are helpful as an alternate learning tool. As one subscriber told me: *"I realized during this process that I actually am much more of an auditory learner, and I found myself able to focus more and retain more from audio or audio with text than I ever have just by reading. So the fact that you provide so many audio resources made a big difference for me."*

According to NYBOLE, "... the MEE questions are designed to test the candidate's skills of issue identification, factual and legal analysis, and written communication, as well as knowledge of the law." Since these are the skills you need to develop for the upcoming MEE, I suggest you primarily rely on the NCBE answers contained in this Seperac MEE Essays Compilation document to issue spot, learn the applicable law and how to respond to the questions. I recommend that examinees read or listen to the MP3s of the MEE essays and NCBE answers for the last ten administrations. Reading, listening to, outlining, and answering these MEE essays will teach you how to compose an MEE answer that the bar examiners are looking for. The MEE answers from NCBE can be regarded as model answers (however, please note that since each answer to each issue generally stands on its own, portions of the answers may seem repetitive between some points). These NCBE answers are important to learn because the essay graders will be relying on these MEE answer analyses for grading purposes, so the more familiar you are with what the MEE graders are looking for, the better your essay score should be. For example, by studying these MEE

answers from NCBE, you will know what seminal cases are relevant to certain legal topics, what statutes and acts are relevant to certain legal areas, and what black letter law rules and analysis NCBE deems relevant to each issue.

Examinees should also review the released exemplar MEE answers from other states (available with certain subscriptions, these answers appear after the NCBE MEE answer) to understand what a more realistic MEE answer appears like. These are top scoring essays, so the quality of your essay will be lower, but study these essays to pick up on their formatting, issue spotting, and analysis. As a rule of thumb, you can achieve an above-passing MEE score if you write 50% of an NCBE MEE answer or 50%-70% of a state released answer (FYI, the MEE answer analyses from NCBE average 1,350 words per answer while the examinee exemplars from New York, Minnesota and Arkansas average 887 words per answer). Put simply, an examinee can write a passing MEE answer if: (1) for 100% of the topics in the MEE question, you correctly issue spot, provide a relevant 1-sentence analysis, and arrive at the correct conclusion for each issue; OR (2) for 75% of the topics in the MEE question, you correctly issue spot, provide a relevant 2-4 sentence analysis, and arrive at the correct conclusion for these issues (assuming the point values for the MEE topics are weighted roughly the same); OR (3) for 50% of the topics in the MEE question, you write a very good answer and for the other topics, you make some cogent points with good analysis even if the issues, analysis and conclusion are incorrect (again assuming the point values for the MEE topics are weighted roughly the same). Basically, if you can spot the issues, demonstrate to the grader that you spotted the issues by using the appropriate terminology (the same terminology used in the NCBE Answer Analyses) and you perform some factual analysis, that will be a passing essay. The worse you do on one aspect of this, the better you need to do on the other aspects to have a passing essay. Keep in mind that there is no guarantee a particular essay will ever receive a particular score – such is the subjectivity of essay grading.

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The MEE questions in this MEE ESSAYS COMPILATION are sorted from newest to oldest 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 better reflect the current MEE). 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) outline, or or fully answer the question.

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FEB 1999–MEE Q05: QUESTION FIVE (FAMILY LAW/CONFLICTS)	771
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FEB 2015–MEE Q04: QUESTION FOUR (REAL PROPERTY)	812
JUL 2013–MEE Q08: QUESTION EIGHT (REAL PROPERTY)	817
FEB 2013–MEE Q01: QUESTION ONE (REAL PROPERTY)	821
FEB 2012–MEE Q08: QUESTION EIGHT (REAL PROPERTY)	827
JUL 2011–MEE Q04: QUESTION FOUR (REAL PROPERTY)	831
JUL 2010–MEE Q05: QUESTION FIVE (REAL PROPERTY)	836
FEB 2010–MEE Q02: QUESTION TWO (REAL PROPERTY)	841
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FEB 2014–MEE Q03: QUESTION THREE (UCC ART. 9)	874
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JUL 2011–MEE Q01: QUESTION ONE (UCC ART. 9)	885

FEB 2011–MEE Q03: QUESTION THREE (UCC ART. 9)	889
FEB 2010–MEE Q01: QUESTION ONE (UCC ART. 9)	892
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FEB 2008–MEE Q07: QUESTION SEVEN (UCC ART. 9)	904
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JUL 2006–MEE Q07: QUESTION SEVEN (UCC ART. 9)	911
FEB 2006–MEE Q06: QUESTION SIX (UCC ART. 9)	915
JUL 2005–MEE Q03: QUESTION THREE (UCC ART. 9)	919
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FEB 2004–MEE Q05: QUESTION FIVE (UCC ART. 9)	929
JUL 2003–MEE Q07: QUESTION SEVEN (UCC ART. 9)	933
JUL 2002–MEE Q01: QUESTION ONE (UCC ART. 9)	938
FEB 2002–MEE Q02: QUESTION TWO (UCC ART. 9)	941
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JUL 2017–MEE Q01: QUESTION ONE (TORTS)	973
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JUL 2015–MEE Q01: QUESTION ONE (TORTS)	986
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FEB 2010–MEE Q04: QUESTION FOUR (TORTS)	1007
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FEB 2017–MEE Q02: QUESTION TWO (TRUSTS)	1020
JUL 2015–MEE Q06: QUESTION SIX (TRUSTS)	1025
FEB 2014–MEE Q02: QUESTION TWO (TRUSTS)	1029
FEB 2013–MEE Q08: QUESTION EIGHT (TRUSTS)	1033
JUL 2012–MEE Q01: QUESTION ONE (TRUSTS)	1037
JUL 2011–MEE Q03: QUESTION THREE (TRUSTS)	1042
FEB 2011–MEE Q01: QUESTION ONE (TRUSTS)	1047
FEB 2010–MEE Q08: QUESTION EIGHT (TRUSTS)	1051
JUL 2009–MEE Q01: QUESTION ONE (TRUSTS)	1055
JUL 2008–MEE Q06: QUESTION SIX (TRUSTS)	1058
FEB 2008–MEE Q09: QUESTION NINE (TRUSTS)	1061
JUL 2007–MEE Q08: QUESTION EIGHT (TRUSTS)	1065
FEB 2007–MEE Q02: QUESTION TWO (TRUSTS)	1071
FEB 2006–MEE Q01: QUESTION ONE (TRUSTS)	1075
JUL 2005–MEE Q07: QUESTION SEVEN (TRUSTS)	1078
JUL 2004–MEE Q01: QUESTION ONE (TRUSTS)	1081
FEB 2004–MEE Q07: QUESTION SEVEN (TRUSTS)	1085
FEB 2003–MEE Q06: QUESTION SIX (TRUSTS)	1089
JUL 2002–MEE Q07: QUESTION SEVEN (TRUSTS)	1092
JUL 2001–MEE Q02: QUESTION TWO (TRUSTS)	1096
FEB 2001–MEE Q06: QUESTION SIX (TRUSTS)	1100
JUL 2000–MEE Q07: QUESTION SEVEN (TRUSTS)	1103

JUL 1999–MEE Q01: QUESTION ONE (TRUSTS)	1107
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JUL 1997–MEE Q02: QUESTION TWO (TRUSTS)	1114
FEB 1997–MEE Q07: QUESTION SEVEN (TRUSTS/WILLS-ESTATES/FAMILY LAW)	1117
FEB 1996–MEE Q07: QUESTION SEVEN (TRUSTS)	1121
JUL 1995–MEE Q07: QUESTION SEVEN (TRUSTS)	1125
WILLS & ESTATES: 36 OF 309 MEE QUESTIONS: (11.7%)	1129
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FEB 2016–MEE Q05: QUESTION FIVE (WILLS-ESTATES)	1134
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JUL 2013–MEE Q09: QUESTION NINE (WILLS-ESTATES)	1142
JUL 2012–MEE Q09: QUESTION NINE (WILLS-ESTATES/CONFLICTS)	1145
FEB 2012–MEE Q05: QUESTION FIVE (WILLS-ESTATES)	1149
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JUL 2010–MEE Q03: QUESTION THREE (WILLS-ESTATES)	1159
JUL 2009–MEE Q09: QUESTION NINE (WILLS-ESTATES)	1163
FEB 2009–MEE Q03: QUESTION THREE (WILLS-ESTATES)	1167
FEB 2008–MEE Q01: QUESTION ONE (WILLS-ESTATES)	1171
FEB 2007–MEE Q05: QUESTION FIVE (WILLS-ESTATES)	1175
JUL 2006–MEE Q03: QUESTION THREE (WILLS-ESTATES)	1178
FEB 2006–MEE Q07: QUESTION SEVEN (WILLS-ESTATES)	1182
JUL 2005–MEE Q01: QUESTION ONE (WILLS-ESTATES)	1185
FEB 2005–MEE Q05: QUESTION FIVE (WILLS-ESTATES)	1189
JUL 2004–MEE Q04: QUESTION FOUR (WILLS-ESTATES)	1193
FEB 2004–MEE Q01: QUESTION ONE (WILLS-ESTATES)	1197
JUL 2003–MEE Q02: QUESTION TWO (WILLS-ESTATES/TRUSTS)	1200
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JUL 1999–MEE Q06: QUESTION SIX (WILLS-ESTATES)	1229
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JUL 1998–MEE Q01: QUESTION ONE (WILLS-ESTATES)	1237
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JUL 1997–MEE Q07: QUESTION SEVEN (WILLS-ESTATES)	1245
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JUL 1996–MEE Q03: QUESTION THREE (WILLS-ESTATES)	1253
FEB 1996–MEE Q02: QUESTION TWO (WILLS-ESTATES)	1258
JUL 1995–MEE Q01: QUESTION ONE (WILLS-ESTATES)	1261
FEB 1995–MEE Q05: QUESTION FIVE (WILLS-ESTATES)	1264



This SEPERAC MEE ESSAYS COMPILATION contains all the MEE exams from 1995 to present (309 questions with answers) in a single document. Utilizing the hyperlinked Table of Contents or Microsoft Word's Navigation Pane, you can jump to any subject, question or answer instantly. To use the hyperlinked Table of Contents, simply hold down the CTRL key and click on an item in the Table of Contents and you will jump to that question.

AGENCY & PARTNERSHIP: 35 OF 309 MEE QUESTIONS: (11.3%)

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 in her name alone for the purchase of 25 blue lenses. The inventor has refused to pay for

The woman also contacted a switch manufacturer in her name alone for switches that would shut down a lawn mower with a slower reaction time than the inventor had specified. The inventor has refused 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 the Compilation always appears after the question so examinees do not have to hunt for the answers. In addition, the MEE questions and answers in this Compilation are separated by a page break so an examinee can read an MEE question and then answer the question (or quickly issue spot) without any hint of the answer, and the examinee can then go to the answer explanation(s) on the next page. This means that an examinee can use this Compilation not only for MEE studying, but also for MEE testing.

Legal Issue Analysis:

Issue (1): 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?

Issue (2): 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: the agent, the principal, or both?

Issue (3): When an agent enters into a contract with a third party on behalf of a disclosed principal for goods different from those specified by the principal, who is liable to the third party: the agent, the principal, or both? Does the principal accept the different goods: the agent, the principal, or both?

Answer Discussion:

[NOTE: While the contracts in this question are governed by the Uniform Commercial Code, the UCC question. Thus, common law principles apply.]
As a general matter, an agent binds a principal to a contract with the third party, if the agent had either actual or apparent authority, the agent alone is liable on the contract by ratifying the contract. An agent acting without authority is disclosed to the third party, but is liable if the principal's identity is not disclosed or only partially disclosed, unless the contract provides otherwise.

Each NCBE Answer Analysis in this SEPERAC MEE ESSAYS COMPILATION has been significantly edited to make them more readable and to make them appear more like written essay answers. In the released MEE exams, the answers contain numerous citations that are irrelevant to an examinee answering the MEE questions. Removing these superfluous citations has made the answers 10% shorter. Examinees simply do not have the time to read or research these citations. I left in only the most important citations, and I abbreviated these citations to reduce their complexity. In addition, the MEE answers are better organized. In some cases, the number of Legal Problems in the Answer Analysis did not correspond with the number of Answer points. In all cases, this has been fixed so the answers are consistent. All these changes are intended to make studying for the MEE more efficient.

Applying these principles here, because the woman disclosed that she was acting for the inventor on the chip contract, but purchased different chips from those specified by the inventor, the inventor is not liable because the woman did not have authority to enter into the contract; the woman is also liable on the chip contract because she impliedly warranted that she had authority.

Both the woman and the inventor are liable on the blue-lens contract. Although 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.

Explanation to Point-One (30%):

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.

A principal is not liable on a contract entered into by an agent unless the agent had actual or apparent authority. In the absence of actual or apparent authority, it is irrelevant whether the agent disclosed to the third party that the agent was acting on behalf of a disclosed principal.

Actual authority exists when the principal manifests to the third party that the principal desires the third party to believe that the principal desires the third party to take the action. The Third Restatement is similar and provides that apparent authority is created by the principal's taking action that has legal consequences with the principal's manifestations to the third party.

Apparent authority is created with respect to a third party when the principal causes the third party to believe that the principal desires the third party to believe that the principal desires the third party to take the action. Apparent authority is created by a person's manifestations to the third party for the person who makes the manifestations to the third party. Apparent authority is authorized and the belief is traceable to the principal.

Here, the inventor is not liable on the contract because the woman had actual authority to buy the Series A chips; thus, the woman only exceeded her actual authority when she bought the Series A chips.

Next, there was no apparent authority (the woman) manifested to the chip manufacturer. Without such evidence, there is no apparent authority.

While the inventor (principal) is not liable to the chip manufacturer on the chip contract, the woman (agent) would be liable to the chip manufacturer for damages because she breached the implied warranty to the manufacturer that she had authority to act on behalf of the inventor.

A person who "purports to make a contract with a third party on behalf of another person, lacking power to bind that person, gives an implied warranty of authority to the third party and is subject to liability to the third party for damages for loss caused by the breach of that warranty, including loss of the benefit expected from performance by the principal." Because she breached this warranty, she is liable to the manufacturer.

Explanation to Point-Two (30%):

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.

"An undisclosed principal is bound by contracts made on his account by an agent acting within his authority."

An agent who purports to act on his own account, but in fact is making a contract on behalf of an undisclosed principal, is also a party to the contract. The rationale for this rule is that the third party has every reason in the case of an undisclosed principal and agency to assume that the person with whom it

According to NYBOLE, "... the MEE questions are designed to test the candidate's skills of issue identification, factual and legal analysis, and written communication, as well as knowledge of the law." Since these are the skills you need to develop for the upcoming MEE, I suggest you primarily rely on the NCBE answers contained in this Seperac MEE Essays Compilation document to issue spot, learn the applicable law and how to respond to the questions. I recommend that examinees read or listen to the MP3s of the MEE essays and NCBE answers for the last ten administrations. Reading, listening to, outlining, and answering these MEE essays will teach you how to compose an MEE answer that the bar examiners are looking for. The MEE answers from NCBE can be regarded as model answers (however, please note that since each answer to each issue generally stands on its own, portions of the answers may seem repetitive between some points). These NCBE answers are important to learn because the essay graders will be relying on these MEE answer analyses for grading purposes, so the more familiar you are with what the MEE graders are looking for, the better your essay score should be. For example, by studying these MEE answers from NCBE, you will know what seminal cases are relevant to certain legal topics, what statutes and acts are relevant to certain legal areas, and what black letter law rules and analysis NCBE deems relevant to each issue.

contracts expects to be liable on the contract. Additionally, to the extent the third party was relying on the financial solvency of the person on the other side of the contract, the third party would have no basis to rely on anyone but the agent who signed the contract.

Here, the woman had actual authority from the inventor to purchase blue lenses at a price not to exceed \$300 per unit. By contracting to purchase blue lenses for \$295 per unit, the woman acted with actual authority in entering into the blue-lens contract. Thus, the inventor became bound to the contract, even though the third party had no reason to know that the woman was acting on behalf of the inventor. The inventor had no right to refuse to accept the shipment and refuse to pay for the blue lenses.

The woman is also liable on the contract because she purported to act on her own behalf. The blue-lens manufacturer relied on the woman being bound by the contract.

[NOTE: Because the inventor (not the woman) was the person who expected to reap the benefit of the contract with the blue-lens manufacturer, as between them the inventor has the primary responsibility to carry out the terms of the contract, and the agent acts as a surety for that obligation. Thus, if the manufacturer were to sue the woman and recover, the woman could seek to be recompensed by the inventor. If the manufacturer were to sue the inventor and then sue the woman, the woman would be entitled to raise all defenses available to a surety.]

In addition, in some jurisdictions the third party may be required, prior to judgment, to elect whether to take judgment against the undisclosed principal or the agent. In such an election jurisdiction, either the inventor (undisclosed principal) or the woman (agent) could escape liability by making a demand on the third-party manufacturer to elect to take judgment against the other. This "election rule" has been heavily criticized and has been abandoned in some jurisdictions in favor of a "satisfaction rule" that allows the third party to take judgment against both the undisclosed principal and the agent, but entitles the third party to only one satisfaction of the judgment. Thus, in a satisfaction jurisdiction, if both the inventor and the woman are sued, neither of them can escape judgment by demanding that the third-party manufacturer make an election.]>

Explanation to Point-Three (40%):

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.

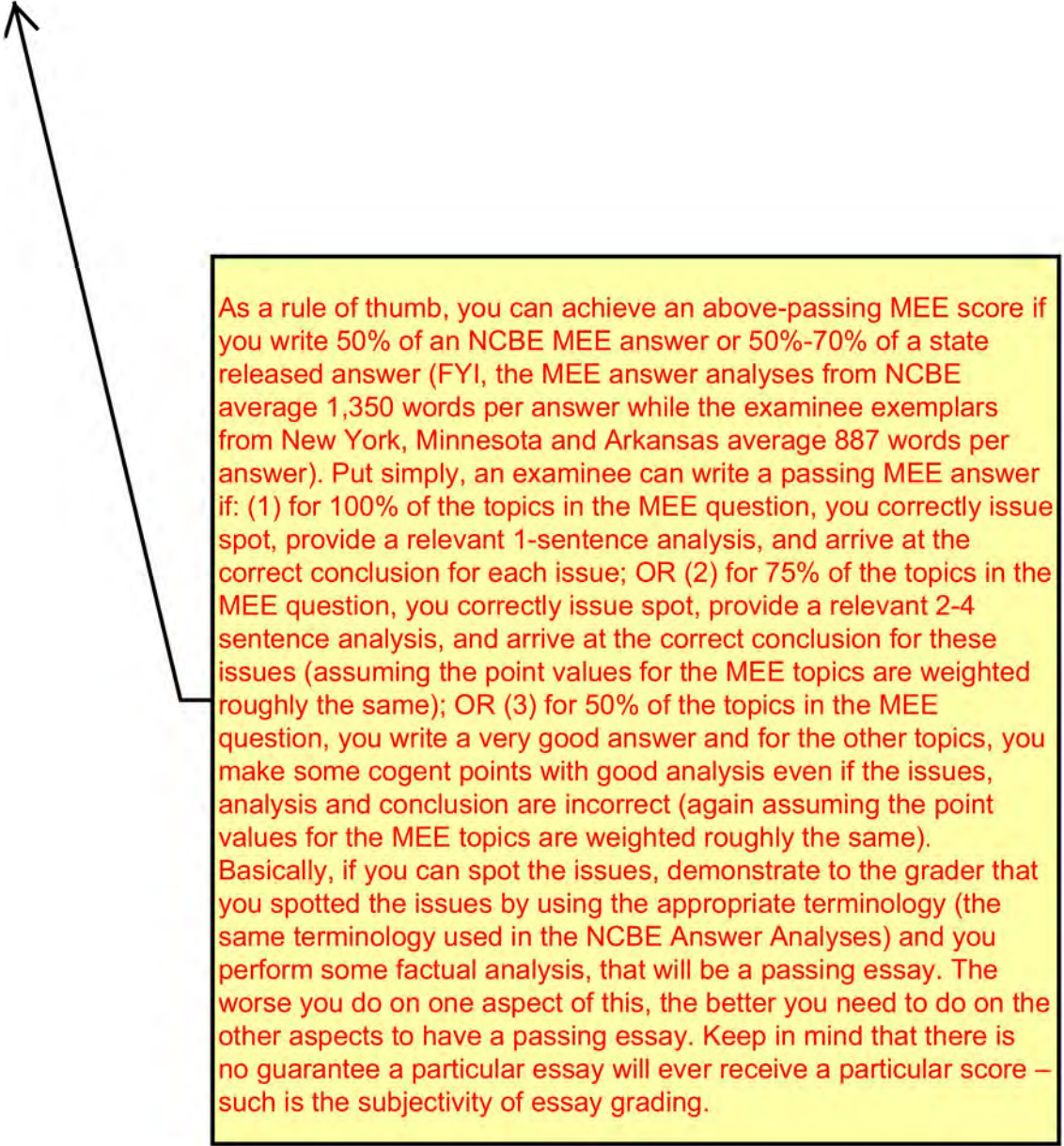
When a third party contracts with a person that the third party knows is acting in an agency capacity for another but the third party is unaware of the identity of the principal, the principal for whom the agent acts is called a "partially disclosed principal." Here, the shutoff-switch manufacturer knew that the woman was acting as someone's agent but there is nothing to indicate that the manufacturer was aware of the principal's identity. Thus, the inventor is a "partially disclosed principal." A partially disclosed principal can be liable on a contract entered into by an agent who had actual or apparent authority. Here, the woman acted without actual or apparent authority, so this cannot be the basis to hold the inventor liable on the contract.

On the other hand, even though the woman acted without actual or apparent authority, the inventor accepted the shutoff switches and used them in the production of the mowers. This amounts to a ratification of the contract between the woman and the switch manufacturer. Where the principal ratifies the act of an agent, the principal is liable on the contract just as if the agent had acted with actual

authority. Ratification occurs if the principal's conduct "justifies a reasonable assumption that" the principal consents to the act performed on the principal's behalf. Here, the inventor's use of the switches justifies a reasonable assumption of consent.

As for the woman, she is also liable on the contract. Unless the agent and the third party agree otherwise, an agent acting on behalf of a partially disclosed principal is a party to the contract if the agent acted with actual or apparent authority. Here, because of the inventor's ratification of the contract, the woman is deemed to have acted with actual authority, and there is no indication that the manufacturer agreed to look solely to the partially disclosed principal for payment.

[NOTE: In addition, there is no requirement that the manufacturer "elect" either a remedy against the agent or a remedy against the principal where, as here, there is a partially disclosed principal. Thus, neither the inventor nor the woman can escape liability by making a demand on the manufacturer to make an election to take judgment against the other.]



As a rule of thumb, you can achieve an above-passing MEE score if you write 50% of an NCBE MEE answer or 50%-70% of a state released answer (FYI, the MEE answer analyses from NCBE average 1,350 words per answer while the examinee exemplars from New York, Minnesota and Arkansas average 887 words per answer). Put simply, an examinee can write a passing MEE answer if: (1) for 100% of the topics in the MEE question, you correctly issue spot, provide a relevant 1-sentence analysis, and arrive at the correct conclusion for each issue; OR (2) for 75% of the topics in the MEE question, you correctly issue spot, provide a relevant 2-4 sentence analysis, and arrive at the correct conclusion for these issues (assuming the point values for the MEE topics are weighted roughly the same); OR (3) for 50% of the topics in the MEE question, you write a very good answer and for the other topics, you make some cogent points with good analysis even if the issues, analysis and conclusion are incorrect (again assuming the point values for the MEE topics are weighted roughly the same). Basically, if you can spot the issues, demonstrate to the grader that you spotted the issues by using the appropriate terminology (the same terminology used in the NCBE Answer Analyses) and you perform some factual analysis, that will be a passing essay. The worse you do on one aspect of this, the better you need to do on the other aspects to have a passing essay. Keep in mind that there is no guarantee a particular essay will ever receive a particular score – such is the subjectivity of essay grading.