

## **UNDERSTANDING MCQ's – EPISODE 1**

### **SLIDE 1.**

Hello, this is Professor Dodge. Welcome to Episode 1 of “Understanding MCQ's.” Understanding MCQ's is a series of six short videos designed to help you master Purdue Global Law School's multiple-choice questions.

While the focus will be on the multiple-choice questions in the first two terms of our curriculum, this same style of multiple-choice question will be used in all of your classes here at Purdue Global Law School. I would add that we model our multiple-choice questions on the style used by the Bar Exam. All of this means that mastery of this style of multiple-choice question is something that will pay dividends not only in this term and throughout your legal education, but also on the Bar Exam.

With that in mind let's start with the basics.

### **SLIDE 2.**

Think back to the multiple-choice questions that we had in grade school, high school, and our undergraduate work. Most, if not all, of those multiple-choice questions wanted us to find the right answer. For right answer questions, our job was to look at a set of answer choices, sift out the wrong answers, to isolate the one right answer.

### **SLIDE 3.**

That's not how things work here though. With the multiple-choice questions at Purdue Global Law School and on the Bar Exam, you aren't looking for the right answer. Instead, you are looking for the best answer. Let me say that again: you aren't looking for the right answer, you are looking for the best answer.

Best answer? Right answer? What's the difference?

By best answer, we mean best out of the answer choices offered. Let me say that again – best answer means best out of the answer choices offered. This posture means that the answer choices for a given question may not include any answers that are objectively right. Or the answer choices for a given question might include more than one objectively right answer. It is out of answer choice sets like this that you have to sort out which is the best one.

### **SLIDE 4.**

To get us started, I went back and pulled the statistics from the resource quizzes in Module 1 and Module 2 of Contracts I and Torts I. The questions that we are going to discuss are based off of three of the hardest questions from those four quizzes; that is, the three questions that (based on student performance) were the most difficult for largest number of people. To be specific, of these questions, on the “easiest” one of the three, only 56% of students got it right; on the hardest one, only 37.5% got it right.

Note that for Honor Code purposes these are not the actual questions from those Resource Quizzes (which means that you can feel free to discuss the content in this video with your colleagues). Rather, these are new multiple-choice questions, designed to present the same difficulties as three of the hardest multiple-choice questions from the first two resource quizzes in each subject.

## **SLIDE 5.**

We'll start with a Torts question. The best approach to an essay is to read the call of the question and then the facts, so that we have a focus for the facts that we are reading, so that we can read with a purpose. That is most definitely not the best approach to multiple-choice questions.

Instead, for multiple-choice questions, read the facts and the interrogatory twice, without looking at the answer choices. In this case, the facts and the interrogatory are fused into a single sentence: "The intent required for harmful or offensive contact is shown when the defendant desired."

So what does that tell us? The phrase "harmful or offensive contact" immediately brings us to mind the intentional tort of battery. "Harmful or offensive contact" is one of the key components, so that's where our focus needs to be, on a level deeper than the general rule for the intentional tort of battery, focused on this particular component of that rule.

Instead of looking at the answer choices, think first about the intent required for contact to be harmful or offensive. With that in mind, knowing the rule, let's see how the answer choices shake out.

## **SLIDE 6.**

With our focus on the intent required for contact to be harmful or offensive, choices B and D immediately pop out as junk, since both of them are clearly not about contact. Between A and C? A contains a law error, wrongly expanding the intentional tort of battery to include reckless conduct – which it does not. C is an accurate statement of the rule for intent from *Garrett v. Dailey*, that intent to harm or offend can be based on a showing that the defendant intended to contact the plaintiff, or that the defendant had knowledge to a substantial certainty that the contact with the plaintiff would occur due to the defendant's actions. As the only answer choice that is both responsive to the focus of the interrogatory and is an accurate statement of the relevant law, C is the best choice among those offered.

## **SLIDE 7.**

Sample 2 is another Torts question.

What does the interrogatory – "The definition of an intentional tort includes the following" – tell us about the focus that we need to have? Because no specific intentional tort is given, this is all about general principles, specifically the general requirements for any intentional tort, its elements. That focus on any intentional tort? That's important. That means we are looking for things that apply to all intentional torts, not just a particular intentional tort. So what goes into the elements of every intentional tort? What sort of things does the plaintiff have to prove by a preponderance of the evidence in order to prevail against the defendant, regardless of which intentional tort we are considering? With the answer to that question in mind, let's look at the answer choices.

## **SLIDE 8.**

Choice A? Definitely a right answer. All intentional torts have an act component that the plaintiff has the burden of proving. Choice B? Definitely not. Hold on, how can I say that? Here's a concrete example - with Intentional Infliction of Emotional Distress, one of the elements that the

plaintiff must prove is that the plaintiff suffered damages in the specific form of severe emotional distress. That's the problem, it's the only concrete example when it comes to intentional torts. Remember, the focus of the question is things that are applicable to all intentional torts. The type of damages suffered by the plaintiff is only a concern when we are looking at one of the seven intentional torts. So even though this one can seem like a right answer at first glance, if we're clear on the focus of our question, this is one we've got to throw out. Choice C? Another no. Defenses are something that the defendant can argue or ignore – that's a strategic choice for the defendant to make, but they are not something that the plaintiff has the burden of proving so they are not part of the definition of an intentional tort. And choice D? Given that only choice A is a right answer, "all of the above" cannot be right. As the only answer choice that offers even part what goes into the definition of an intentional tort, A is our best answer.

#### **SLIDE 9.**

Sample 3 is a Contracts question, "Which of the following is not an important factor in determining whether a communication is or is not an offer?" Pretty straight forward, you're going to immediately think of the requirements for a valid offer: there's intent, required terms, sufficient definiteness, and communication. Let's look at the answer choices and see how they stack up.

#### **SLIDE 10.**

Each of those terms - intent, required terms, definiteness, and communication – shows up in an answer choice. There's also an important twist in the interrogatory that we cannot over look, the "not." The "not" tells us that we're looking for something that isn't part of the requirements for a valid offer. Since each of our answer choices has a buzz word from the requirements for valid offer, that means we have to take a closer look to see whether one of them is not really one of the requirements, even though it uses one of the buzzwords.

Choice A? That's the one. Method of communication is not a requirement; communication to an identifiable offeree is the requirement. With Choices B through D all offering actual requirements for a valid offer, Choice A is clearly our best answer.

#### **SLIDE 11.**

That's all for our first episode of Understanding MCQ's. Look for Episode 2, where we'll talk about how to handle extra information in answer choices, the special problems caused by words like "must." Thanks for listening!