

UNDERSTANDING MCQ's – EPISODE 2

SLIDE 1.

Hello, this is Professor Dodge. Welcome to Episode 2 of “Understanding MCQ's.” Understanding MCQ's is a series of six short videos designed to help you master Purdue Global Law School's Bar Exam-style multiple-choice questions.

If you haven't viewed Episode 1, please view Episode 1 before viewing this Episode, as the complexity of the multiple-choice questions in this Episode builds on the basics that we covered in Episode 1.

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As with Episode 1, 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 two of the hardest questions from those four quizzes; that is, two further questions that (based on student performance) were the most difficult for largest number of people. To be specific, of these two questions, on the “easiest” one, only 55% of students got it right; on the hard one, only 36% got it right.

Note that for Honor Code purposes these are not the actual questions from the Resource Quizzes in the curriculum (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 two of the hardest multiple-choice questions from the first two resource quizzes in each subject.

Just a quick reminder: 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 among the choices provided.

With that in mind, let's build on what we looked at in Episode 1.

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We'll start with a Contracts question. Variation A is a simplified version of a question that two-thirds of students get wrong. We're going to look at it in two steps, because what makes the actual question difficult is that there are multiple moving parts. For our purposes, we'll look at them individually, so we can see how they work and how we need to handle them on the quizzes.

We'll use this one as our warmup. As you can see, Variation A is your basic multiple-choice question. Knowing the Rule for this question will see you through to the best answer easily. The only thing that makes it all remarkable is that it has a multi-answer, that is, an answer choice that refers to two other answer choices.

How do we handle that, since we're looking for the best answer? As a stealth form of a more detailed answer. That is, as if it was an answer that articulated both the content of answer choice A and answer choice C. In other words, if A and C are both right answers, this answer set means that we don't have to pick between them, to determine which of them is the best.

Rather, it lets us pick them both. Of course, only pick the multi-answer if both of the answer choices it refers to are right answers (that is, potential best answers). If either one of the included choices in a multi-answer is not a potential best answer, then you can eliminate the multi-answer.

As always, the best approach is to read the facts and the call of the question twice, and then figure out the relevant rule of law.

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Here, that means that we need to know the requirements for a valid offer. As the facts and the interrogatory don't address whether this is UCC or common law, and there is no information on the subject matter, we know that this question will be about offer principles that are common to both the UCC and the common law.

That matters, because even though the requirements for a valid offer do differ between the UCC and the common law, in terms of the quantity term needed for a valid offer, here the answer will have to be grounded in an issue that is treated the same for both the UCC and the common law.

As far as the quantity term is concerned, for a valid offer it is an absolute requirement. If there is no quantity term (articulated either as a specific amount or in the form of requirements or outputs), then there can be no valid offer.

Given this, choices B. and C. are misstatements of the law. Quantity cannot be implied from the context as a general matter, and it cannot be gap-filled. Because C. is incorrect and the multi-answer includes C., this means that the multi-answer is wrong as well.

Here's our scorecard: Answer choice A. is a correct statement of the relevant law; B. misstates the law; C. misstates the law; and D. is half correct and half misstatement. When you stack them up like that, the best answer becomes clear, it's A.

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Now let's go to Variation B. This is Variation A, plus the other moving part, the extra complexity that made this a question that two-thirds of students struggle with.

This is the same as Variation A, in that we have the same multi-answer for choice D. and answer choices A. and B. are also the same. The extra complexity? It comes in choice C.

What is choice C? Choice C. is one that adds to the facts. That is, choice C. contains additional information, additional information that you need to add to the facts of the question when you are considering whether C. could be the best answer choice.

Let me say that again: C. contains additional information, additional information that you need to add to the facts of the question, but only for the purpose of determining whether C. is the best answer choice.

What does the extra information in C. go to? The extra information in C. goes to a special rule for quantity in a valid offer, the special rule for outputs contracts.

What do we know about the quantity term in a valid offer? That we have to have either a stated amount or an offer for an output/requirement contract. Here, that's exactly what we have. That means C. is a right answer, making it a potential best answer.

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If you will recall from Version A, choice A was also a right answer, making it a potential best answer as well.

Here's our scorecard: Answer choice A. is a correct statement of the relevant law; B. misstates the law; C. is a correct statement of the relevant law (not a duplicate of A., but an independent correct statement); and D. (the multi-answer) is two correct statements of the relevant law. When you stack them up like that, with A. and C. both being correct, then the best answer becomes clear, it's D, the one that incorporated both of the correct answers.

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Our other question for this Episode is a Torts Law question. Looking at this question, the first thing I want to draw your attention to would be answer choices A and B. Specifically, the use of the word "must" in choices A and B.

When you see "must" in an answer choice, here's what it means: whatever is set out in this answer choice is an absolute requirement. With "must," whatever this answer covers is required, no questions, no wiggle room. Which means? That if there is another way to do what needs to be done, this answer choice by itself cannot be your best answer (in fact, unless whatever it sets out is an absolute requirement, the only way that this can be part of a best answer as one of the choices in a multi-answer).

So, what do we know about the relevant law here? When we're trying to prevail on the tort of false imprisonment, will the fact that the plaintiff suffered harm from the confinement be sufficient to show that the plaintiff was in fact confined? That's choice A, and that's a yes. When we're trying to prevail on the tort of false imprisonment, will the fact that the plaintiff was aware of the confinement be sufficient to show that the plaintiff was in fact confined? That's choice B, and that's a yes as well.

That means that both of these are effective ways for the plaintiff to prove one of the elements of the tort of false imprisonment. Up to this point, we've got two accurate statements of the law.

Now, let's look at the "must." What does the "must" do to our two accurate statements of the law? It adds an important limitation. That "must" says that each one of these is the only way that it can be done, that you cannot prevail if you don't prove this fact. Is that true? Are either of these choices the only way to do it? No. In fact, each of these choices is one of the ways to do it. But each of them claim to be the exclusive way to do it. And that's where things unravel.

That means that both A and B are misstatements of the law. Neither of them can be our best answer. Let's eliminate A and B, and move on.

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Let's look next at answer choice D. Choice D is about the mental state required for false imprisonment. "Intentional or reckless," that sounds right. Because that is the required mental state for one of the intentional torts. Just not this tort. Intentional or reckless is the required mental state for intentional infliction of emotional distress, not false imprisonment – which has a mental state of intentional only. See how the wrong answers can sound right-ish? This is classic style of trap for the distracted: it sounds right, because it is something that you have studied.

And it is correct, just for the wrong intentional tort. Since this doesn't apply to false imprisonment, we'll eliminate answer choice D.

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That leaves us with C. Which happens to be an accurate statement of one of the elements of the intentional tort of false imprisonment. The confinement must be accomplished either by actual physical confinement (such as a locked door or physical restraints), through the use of force, or through the threat of force. We've got a complete and accurate statement of one of the elements of the tort in question. In comparison to two incorrect statements about a different element of the tort and a law error about the mental state required for that tort? That makes C the best answer of the bunch, and our best answer choice.

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That's all for our second episode of Understanding MCQ's. Look for Episode 3, where we'll talk about the special problems caused by words like "because," "unless," and more. Thanks for listening!