

UNDERSTANDING MCQ's – EPISODE 6

SLIDE 1.

Hello, this is Professor Dodge. Welcome to Episode 6, the final episode 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.

If you haven't viewed the first five Episodes, please do so before viewing this Episode, as the complexity of the multiple-choice questions in this Episode builds on the basics that we covered in the earlier Episodes.

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Note that for Conduct Code purposes this is not an actual question from a Resource Quiz in the curriculum (which means that you can feel free to discuss the content in this video with your colleagues). Rather this is a new multiple-choice question, designed to present the same difficulties as one of the hardest multiple-choice questions from one of the fourth module resource quizzes.

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If you'll recall from Episode 5, we ended with a question where we had eliminated two answer choices as possible best answers, and were left with two answer choices. Reading them in context, choice B. says that “under the majority rule, Dee must hold the offer open to allow Ed to complete performance.” This is a correct statement. Choice D. says basically the same thing, that “under the majority rule, Dee must hold the offer open for a reasonable amount of time to allow Ed to complete performance.”

That's the problem we're going to focus on in this Episode. Where we've got two or more correct statements of the law – two or more right answers if you will. Our problem (since our focus is on finding the best answer) is that we have to pick one, the best one, out of multiple right answers.

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The way that we did it was by looking at what's different between the right answers. And what's different is the phrase “for a reasonable amount of time.” D. has it, B. does not.

So what do we do with that extra phrase? We determine its effect. Does that phrase make D. a more accurate, more detailed expression of the principle that both of these choices articulate? The answer is yes. And because D. is a more accurate, more detailed expression of that principle, that makes D. the best answer choice.

Now, a note of caution: do not assume that more words equals better answer. The only safe approach to the extra words is to ask the question we just used: do the extra words make this answer choice a more accurate, more detailed expression of the principle that both of these choices articulate? If the answer is no, the extra information makes this answer choice less accurate, less detailed than the answer choice without the extra words, then – notwithstanding the extra words – this would not be your best answer.

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Here, we have changed choices B. and D. so that the identical portion reads: "Must hold the offer open for a reasonable amount of time to allow Ed to complete performance." Then we've added a little more to choice D., "if Ed has begun performance," so that as a whole D. reads, "Must hold the offer open for a reasonable amount of time to allow Ed to complete performance, if Ed has begun performance." So what difference does the extra stuff, the "if Ed has begun performance" make, if anything? Well, "if Ed has begun performance" makes it sound like this is a trigger for the requirement to hold the offer open. But the fact is the requirement to hold the offer open exists, even if Ed has not begun performance. So that means the extra stuff makes it wrong? No. Because it's not describing an exclusive circumstance, there's no "but only if" or even an "only if." So it's not making an absolute statement, which would make it wrong. It just unnecessarily muddies the water, which makes it the worse articulation of the two. In sum, with this addition to D., B. becomes the better answer.

Well, what if the answer choices that we're trying to pick between aren't identical, except for one having an additional piece of information? What if the comparison doesn't turn on a single phrase or point of difference?

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Let's sort that out right now, with a classic Statute of Frauds question. The basic rule for the Statute of Frauds is that certain contracts have to be in writing in order to be enforceable. There are specific circumstances that trigger the applicability of the Statute of Frauds, one of which we see in this question – a contract for the sale of land. Since this involves a contract for the sale of land, the Statute of Frauds will apply to the agreement between Buyer and Seller, to require their contract to be in writing. The contract is not in writing, which means that Buyer will lose in the lawsuit to enforce the contract, making A. both the correct answer and the best answer, right?

Actually, no. Wait, what? There is an exception to the writing requirement for the Statute of Frauds for contracts for the sale of land. Called the part performance rule, it provides an exemption from the writing requirement where the Buyer takes possession of the property, and also does something else that an owner of the property would do, like take out a policy of insurance on the property, pay property taxes, makes improvements, or (like we see here) make a payment towards the purchase of the property. Which means that we can eliminate A. as a possible best answer, because it is clearly wrong.

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Now let's turn to the other answer choices. B. says that Buyer will "Win, because the agreement does not have to be in writing." This is true. As we just described, this agreement is covered by an exception to the Statute of Frauds and does not have to be in writing to be enforceable. B. is a right answer. C. says that Buyer will "Win, because of an exception to the Statute of Frauds." This is also true. It's just another way of saying the same thing as B., but one that specifically mentions the Statute of Frauds. C. is also a right answer. And D? D. says that Buyer will "Win, because Buyer has occupied the property and made a payment." This is also true, these are the specific things that Buyer did to trigger the relevant exemption to the otherwise applicable writing requirement of the Statute of Frauds. D. is also a right answer. But which one of these three right answers is the best answer?

Because of the way that they are written, each in a different style, the sort of direct comparison that we did with the previous question is not possible.

Instead, we have to determine the substance of each of the answer choices, and then compare that, in order to determine which is best. B. simply states the conclusion. C. implies the information in B., that the agreement does not have to be in writing, and it explains why that is the case, in a general sense. Because it includes that additional explanation, by citing the legal principle that supports the result in B., it is a better articulation of the result. If we're choosing between B. and C., C. is clearly the better answer.

So how does D. fit in? D. gives the specific facts that make both C. and B. correct. That is, is a specific articulation of the general answers provided by C. and B., it answers the "why" question. Which makes it the best answer.

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Notice something about the style of the more specific answers. Each of the more specific answers implies the information articulated by the less specific answers, due to the context in which the choices are presented. That is a common construction, and one that is perfectly fine; that is, even though the more specific answer does not contain a full articulation of everything set forth in the more general answer, it is still clear from the context that it is speaking to the same issues and will be the better answer than the more general answer.

And that gets us to the big takeaway from this Episode: if you have two answer choices that address the correct rule of law, the one that does it with more specificity is the better answer. When they are both "right" answers, prefer the specific answer over the general answer.

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That's all for our sixth episode and for Understanding MCQs. I hope that the Understanding MCQ's series has been helpful to you in mastering multiple-choice questions, and I would welcome your ideas for future Series. Thanks for listening!