333 Multiple-Choice Questions for First-Year Law Students

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Introduction

This book provides 333 multiple-choice questions divided into 10 one-hour practice tests. The questions cover the subjects of contracts, UCC (Articles I and II), torts, crimes and criminal procedure. The UCC law tested here may also be called “Sales” at some law schools.

The first purpose of this book is to help first-year law students improve their knowledge of the law in the particular areas where their understanding is weakest by discovering what they don’t really understand correctly about these subjects. The correct answers to the questions are given at the end of the book along with a detailed explanation why one answer is better than the others and page citations to Nailing the Bar Simple Outlines. Studying those explanations, and reading the references cited will rapidly improve the student’s knowledge of the law in those areas where improvement is most needed.

The second benefit of this book is to teach first-year law students how to succeed on law school and Bar multiple-choice exams. The answers and explanation given is based on common law and broadly adopted modern rules of law, the same as is tested on the Multi-State Bar Exam (MBE), the California First Year Law Students Exam (FYLSX or “Baby Bar”), and the California General Bar Exam (GBX).

Each of the 10 practice exams in this book has 33 questions to be answered in one hour, also as tested on the Multi-State Bar Exam (MBE), the California First Year Law Students Exam (FYLSX or “Baby Bar”), and the California General Bar Exam (GBX).

The issues and subject matter tested on each exam are presented in the same order they are often taught to first-year law students. You may find that your own law school professors teach the law with a different approach. For example, criminal law professors often teach about “property crimes” like larceny before teaching about “crimes against the person” like murder. But that varies from one to the other, and you can easily adapt the test format here to match your classroom instruction.
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How to Answer Multiple-Choice Law Exam Questions

Most first-year law students sit for their first multiple-choice exam with abundant confidence because they have taken many multiple-choice exams in prior coursework. This is a terrible mistake. Law school multiple-choice exams are extremely difficult and require a deliberate strategy to budget time and attain the necessary level of accuracy.

Law school (and Bar Exam) multiple-choice questions present a fact pattern, pose a question, and present 4 possible answer choices (A, B, C or D). You are usually required to select the best answer by “filling in the bubble” on a scoring sheet with a #2 pencil. Take at least 4-5 #2 sharpened pencils with you to the exam!

Often the four possible choices to a question present no correct answer at all, or multiple correct answers. You are forced to chose the best answer of the given possibilities.

Level of Accuracy Required

For the California Bar Exams, both the First-Year Law Student Exam (FYLSX or “Baby Bar”) and the General Bar Exam (GBX), students must answer no less than 70% of the questions correctly to pass, and in some years a score of 70-72% has still been a failing grade.

Therefore, you must test yourself repeatedly, and study the subject areas where you are weakest, until you can get more than 70% of the answers right on these practice exams.

Answer Every Question!

There is generally no penalty for guessing wrong so ALWAYS ANSWER EVERY QUESTION on the scoring” sheet, even if it is just a blind guess!

Identifying Wrong Answers

Usually the best strategy for a law school multiple-choice test is to identify wrong answer choices first rather than trying to identify the “correct answer”. Start by determining which of the possible answer choices is most clearly wrong. Then determine which of the other answer choices are also somewhat wrong. If you can eliminate three of the possible answer choices the “correct answer” is simply the one that is left.

Answer choices that present strange Latin words (e.g. ad hoc ipsum), cite cases you have never heard of (Mandeville v. Foxworthy), or depend on unstated facts will almost always be wrong.

Some of the “wrong” answer choices are simply illogical or contrary to the given facts.

However, you will often find that two, or even three, of the given answer choices are not clearly wrong. In those situations you have to engage in “strategic guessing” as explained below.
Test #1 – Contracts – Terms and Formation

The following multiple-choice exam covers common law contract formation (offer, acceptance, consideration, Parol Evidence rule, and the Statute of Frauds) and contract law terminology. Those are usually the first topics discussed in law school contract law classes.

Take this test in a one-hour timed setting! You have one hour to answer 33 questions. You should complete 6 questions about every 10 minutes. “Time Marks” have been posted on this first contracts exam to help you budget time.

The answers and explanations are in the back of the book.

**Question 1**

Paul painted Elwood’s house. Elwood agreed to pay Paul “standard rates” for his services. After painting was completed, Paul and Elwood executed the following written document:

“In exchange for Paul’s prior services in painting his house, Elwood, a licensed electrician, agrees to rewire Paul’s house. Paul hereby releases any claim he may have against Elwood for the unpaid painting bill.”

Elwood started work on Paul’s house but skipped town without finishing. The house was not inhabitable and Paul had to pay another electrician $2,000 to finish it.

1) If Paul sues Elwood for breach of contract, which of the following will be the court’s decision?

(A) Paul can recover for Elwood’s breach of a valid agreement made in settlement and discharge of an unliquidated claim by Paul against Elwood for Paul’s prior painting services.

(B) Paul can only recover for Elwood’s breach of promise under the doctrine of promissory estoppel because there was no bargained for consideration for Elwood’s promise.

(C) Paul cannot recover more than nominal damages in any event, because his other damages, if any, were speculative.

(D) Paul cannot recover because Elwood’s promise to rewire Paul’s house was given in substance, if not in form, for Paul’s past services.

**Questions 2-3**

Bob thought Sam’s home was beautiful and he often told Sam if he ever wanted to sell it he (Bob) would like to buy it. On June 10 Sam decided to sell his house to Bob. He drafted a real estate contract to sell the house to Bob, signed it and mailed it to Bob. The document had all necessary terms. Bob received the contract on June 12. He immediately signed it and mailed it back to Sam. Later that day, Bob had second thoughts and decided to cancel the agreement. He called Sam June 13 and told him to ignore the signed contract because he had changed his mind. Sam received the signed contract the next day, June 14.

2) Does Sam have an enforceable contract for the sale of his home under the broadly adopted view in the United States?

(A) Yes, because Bob told Sam he was withdrawing his acceptance by telephone instead of by mail.

(B) Yes, because Bob’s act of mailing the signed document was an effective acceptance of Sam’s offer.

(C) No, because Bob effectively retracted his acceptance before Sam received it.

(D) No, because the U.S. Postal Service was an agent for Bob, not for Sam, and under U.S. Postal Regulations Bob might have retrieved the document after mailing it back to Sam on June 12.
Test #1 Answers

Use the page references given below to obtain a more complete explanation of each legal concept being tested in Nailing the Bar’s “Simple Contracts & UCC Outline” (2010 edition).

1) (A) This is a formation question. Clearly Elwood and Paul created a contract with an open (uncertain) term, the price Elwood had to pay Paul. That could have caused a problem but they settled that uncertainty by agreement after the fact. The second agreement is not a modification of the first contract. Rather it is a second contract to settle the uncertainty of the first contract. [See “Simple Contracts & UCC Outline”, reasonable certainty of terms, p. 2.] (C) is wrong because their second contract established what Elwood owed Paul, ending any possible “speculation”. (D) is wrong because the phrase “in substance, but not form” is simply nonsense meaning nothing. (B) is wrong because their second agreement is a valid contract and “promissory estoppel” is only an equitable remedy that cannot be awarded unless there is no legally enforceable contract in the first place. [See “Simple Contracts & UCC Outline”, promissory estoppel, p. 95.] Everything (A) states is true, so it is the right answer.

2) (B) This is a mailbox rules question. If an offer does not require acceptance by any particular means, an acceptance sent by the same method the offer was sent, or by a faster method, is effective (binding) upon dispatch. [See “Simple Contracts & UCC Outline”, acceptance effective on dispatch, p. 18.] Sam’s offer did not require Bob to respond in any particular way and Bob sent his acceptance the same way Sam sent the offer, so Bob’s acceptance was effective as soon as he mailed it. Therefore (B) is correct. Once an acceptance is effective both parties are bound and there are no “take backs” no matter how they are communicated, whether the offeree can get into the Post Office, or even if offerees try to retract acceptances before offerors know of them. Therefore (A), (C) and (D) are all wrong.

3) (C) This is a rescission question. The parties to a contract neither has fully performed can always mutually agree to rescind or cancel the contract because that agreement is effectively a “contract to rescind the contract” in which each party releases the other from unperformed duties in exchange for being released in return from unperformed duties. [See “Simple Contracts & UCC Outline”, contract rescission, p. 28.] Therefore (A) and (B) are wrong. (D) is wrong because it simply makes no sense at all. Clearly there is a “meeting of the minds” because both are agreeing on June 13 to cancel the contract. Therefore only (C) is right.

4) (D) This is a common law contract offer question. Notice that the communications are in quotes. Read quoted statements carefully and accept that those were the exact words between the parties. Given that, the operative fact here is that Paul started painting the house without talking with Owen to find out what color he wanted, what grade of paint or anything else. Under common law a contract offer is a manifestation of present contractual intent, communicated to an offeree, that is sufficiently certain in terms that an objective observer would reasonably believe assent would form a bargain. That means that if the offeree says, “Ok!” an observer would believe that both parties are legally bound to a clear and complete agreement. [See “Simple Contracts & UCC Outline”, The OK Rule, p. 3.] Owen may have told Paul he wanted his house painted, how much he was willing to pay, and when the work was to be done, but critical details still had to be settled. No reasonable person would believe that a contract existed until the parties talked about those details. [See “Simple Contracts & UCC Outline”, reasonable certainty of terms, p. 2.] The missing facts should give you a clue. You were not told whether Owen got the rejection first, the acceptance first, or if he got either at all. You are not told if Owen changed position in reliance on the rejection. Since all those facts are missing there is show (A), (B) or (C) are true, so the best answer is (D).
Test #2 – Contracts – Interpretation and Enforceability

The following multiple-choice exam covers contract enforceability, express and implied conditions (impossibility, frustration of purpose, illegality), contract defenses, contract interpretation, waiver and estoppel, and the Parol Evidence Rule.

Take this test in a one-hour timed setting! You have one hour to answer 33 questions. You should complete 6 questions about every 10 minutes. Put in your own “Time Marks” on this exam to help you budget time.

The answers and explanations are in the back of the book.

Questions 1-2

Thomas, a French literature professor in California, arranged to exchange positions for one year with Francois, a French literature professor in Paris, beginning September 1. On August 1 they entered into a written lease agreement under which Francois would lease Thomas’ house. The agreement said, “It is of the essence that Thomas’s house be completely painted by September 1.” Thomas then entered into an agreement with Paul the painter to complete the painting of Thomas’s house by August 28. The Thomas-Paul agreement contained the following: “Paul is bound hereunder if, and only if, he has been able to obtain Kelly-Moore “Sunset Yellow” paint by August 28.” Paul did not begin to look for the necessary paint until August 25, when he learned that, due to manufacturing shortages, the paint could not be obtained until September 20. Paul told Thomas this on August 26, and suggested amending the agreement to provide for a painting completion date of October 1. Thomas at once advised Francois by telephone of this development, and further advised that it was impossible to find another painting company that could have the house ready by September 1. Francois thereupon cancelled the lease and immediately made other, more expensive, housing arrangements. Thomas then wrote Paul on September 3 that his services would not be needed or accepted, and that he was expressly reserving all legal rights and remedies against Paul for breach of contract.

1) If Thomas sues Paul for breach of contract, which of the following is most likely to succeed as a defense for Paul?

(A) The court would find Paul was bound by an implied covenant to make reasonable effort to obtain the specified paint before August 25.
(B) Paul was excused by reason of impossibility.
(C) Paul’s notice to Thomas that he anticipated a delay in completion was not a breach of contract.
(D) The time term and completion date was not of the essence in the Thomas-Paul contract.

2) If Francois sues Thomas for breach of contract, the court’s decision will probably be in favor of:

(A) Thomas, because his duty, if any, to provide a painted house by September 1 was effectively delegated to Paul.
(B) Thomas, because his contract breach, if any, was deminimus.
(C) Francois, because Thomas was negligent in not checking on Paul’s progress before August 25.
(D) Francois, because the lease provided that a painted house by September 1 was of the essence.
Test #2 Answers

Use the page references given below to obtain a more complete explanation of each legal concept being tested in Nailing the Bar’s “Simple Contracts & UCC Outline” (2010 edition).

1) (B) **This question is an express and implied material conditions question.** Note, the CALL is, “What is Paul’s best defense?” When the exact words of a contract are quoted, pay close attention to them. This contract said timely performance was “of the essence”. That made timely performance an “express condition”, a material condition that if violated causes a major breach of the contract. (D) is clearly wrong because it says the opposite of the stated facts. [See “Simple Contracts & UCC Outline”, distinguishing express conditions from covenants, p. 43.] Paul was bound by an implied covenant (a promise but not a material condition) that he would make reasonable efforts to obtain the necessary paint, so (A) is true, but it is the wrong answer because the CALL asks for Paul’s best defense, and (A) actually hurts his position. Finally, (C) is wrong because Paul’s notice to Thomas on 2/26 that he could not get the paint on time is clearly an anticipatory repudiation, a major breach. (B) is the best answer because the contract would fail, and Paul would not be liable, if it was impossible to get the specified paint no matter how soon Paul began to look for it.

2) (D) **This is an express condition question.** Thomas promised to have the house painted by September 1 and the parties agreed that was an express (material) condition. [See “Simple Contracts & UCC Outline”, distinguishing express conditions from covenants, p. 43.] Thomas breached that condition so he is in major breach and (A) and (B) are wrong as a result. Contract duties cannot be escaped by “delegating them” to someone else, and there is no such thing as “deminimus breach” in the common law of contracts anyway. A breach is either major or minor but never “deminimus”. (C) is wrong because Thomas is liable whether he was “negligent” or “diligent”. He is liable because he promised to have the house ready by September 1 and did not. Therefore (D) is the only correct answer.

3) (D) **This is a unilateral mistake question.** All jurisdictions agree a party that enters into a contract because of a mistake that the other party is aware of or should have known of has a right to void the contract. But if other parties do not know of the mistake and have no way of knowing of it, jurisdictions are split. The majority holds the mistaken parties are bound to the contract and their only remedies are in equity. The minority holds the mistaken parties have a legal right to void the contracts by 1) giving prompt notice of the mistake, if 2) the other parties have not substantially changed position to their detriment because of the mistake and the mistaken parties 3) tender reimbursement to the other parties for the costs they have been caused. [See “Simple Contracts & UCC Outline”, rescission for unilateral mistake, p. 30.] (D) is correct because all jurisdictions agree Bill has a right to void the contract if Owen “should have known” he made a mistake. (A), (B) and (C) might all be true in a “minority view” jurisdiction the facts don’t say what the local rule is.

4) (B) **This is a failure of implied material condition question.** An implied material condition of every contract is that contract duties must be possible to perform. [See “Simple Contracts & UCC Outline”, subsequent failure of implied condition, p. 26.] If Homer’s lot is under water it is impossible for Bill to build a house on it. Therefore the contract fails and both parties are excused. (A) is wrong because the “subject matter” of the contract was not the lot, and the lot was not “destroyed”. It was just flooded. (C) is wrong because Bill is not obligated to build on any lot other than the lot he agreed to build on. (D) is wrong because the parties did not make any “mutual mistake”. [Note: a “mutual mistake” would mean the contract was void from the beginning, not voided by the storm later that made performance impossible.] So (B) is the correct answer because it is impossible for Bill to build a house in water.
The following multiple-choice exam covers contract assignment, delegation and third-party beneficiary contracts and remedies.

Take this test in a one-hour timed setting! You have one hour to answer 33 questions. You should complete 6 questions about every 10 minutes. Put in your own “Time Marks” on this exam to help you budget time

The answers and explanations are in the back of the book.

Questions 1-2

Thomas entered into a written lease agreement to lease his house to Francois beginning September 1. The lease agreement said, “It is of the essence that Thomas’s house be completely painted by September 1.” Thomas then entered into a contract to have Paul completely paint his house. The painting contract said: “It is essential that painting of the house be completed no later than September 1, but Paul is not bound hereunder if he has been unable to obtain Kelly-Moore “Sunset Yellow” paint by August 28.” Paul did not begin to look for the necessary paint until August 25, when he learned that, due to manufacturing shortages, the paint could not be obtained until September 20. Paul told Thomas this on August 26, and suggested amending the agreement to provide for a painting completion date of October 1. Thomas at once advised Francois by telephone of this development, and further advised that it was then impossible to find another painting company that could have the house ready by September 1. Francois thereupon cancelled the lease and immediately made other, more expensive, housing arrangements. Thomas then wrote Paul on September 3 that his services would not be needed or accepted, and that he was expressly reserving all legal rights and remedies against Paul for breach of contract.

1) If Francois sues Paul for breach of the Thomas-Paul agreement, which of the following facts, if proven, would most damage his standing to assert a claim?

(A) Francois was not named in the Thomas-Paul agreement.
(B) Francois cancelled his contract with Thomas on August 26.
(C) The “completely painted” condition in the Thomas-Francois lease was both a condition and a covenant.
(D) When Paul was retained by Thomas he was not aware of the Thomas-Francois lease.

2) Suppose Thomas told Francois on August 15 by telephone, “I hereby give and transfer to you my rights under my painting contract with Paul,” and promptly mailed a copy of the painting contract to Francois and notice of the assignment to Paul. And suppose Francois was in default on a debt he owed to Pierre at the time, who sold and assigned his claim against Francois to Paul. If Francois subsequently sues Paul for breach of the Thomas-Paul contract, which of the following would give Paul a defense or counter-claim?

I. Paul acquired a money claim against Francois from Pierre.
II. Thomas’ assignment of the painting contract to Francois was not in writing.
III. Thomas’ assignment of the painting contract to Francois was gratuitous.

(A) I only.
(B) II only.
(C) I and III.
(D) II and III.
Test #4 – UCC

The following multiple-choice exam covers Articles 1 and 2 of the UCC.

Take this test in a one-hour timed setting! You have one hour to answer 33 questions. You should complete 6 questions about every 10 minutes. Put in your own “Time Marks” on this exam to help you budget time.

The answers and explanations are in the back of the book.

Questions 1-2

Connie bought a new XP microwave oven from Smears, an authorized XP dealer, on September 1, and Smears delivered it the same day. The owner’s manual said:

“XP, Inc. warrants each of its new microwave ovens to be free from defects in material and workmanship for a period of 90 days from the date of delivery by an authorized dealer. XP’s liability, if any, arising out of this warranty shall be limited to the cost of repair or replacement of defective parts.”

Connie used the oven properly to October 1 when she sold it to Betty for $200, a fair price. Connie gave Betty the owner’s manual. Betty used the oven properly until November 1 when it caught on fire because it had bad wiring. Betty spent $200 to repair the oven and $4,500 to repair her home because of fire damage. Betty demanded that XP compensate her for her losses. XP refused, and Betty got a written statement from Connie assigning her all of Connie’s rights against XP under the original purchase contract. Assume the only relevant section of the UCC dealing expressly with rights of third parties provides:

“A seller’s warranty, whether express or implied, extends to any natural person who may reasonably be expected to use the goods, and who is injured in person by breach of the warranty. A seller may not exclude or limit the operation of this section.”

1) Which of the following arguments best supports Betty’s breach of express warranty claim against XP?

(A) When Connie bought the oven from Smears Betty was brought into privity of contract with the dealer.

(B) Betty acquired a cause of action for breach of express warranty against XP by assignment from Connie.

(C) By implication, Betty is an intended beneficiary of the warranty because it was only limited by its terms as to duration and not as to persons after the original purchase.

(D) Betty is covered by the warranty because XP could reasonably foresee oven purchasers might resell them.

2) Which of the following is the strongest argument in XP’s defense against Betty’s claim for breach of an express warranty?

(A) Warranties limited as to duration, remedy and coverage are permissible under the UCC.

(B) The applicable UCC provision as to any “natural person…injured in person” precludes by implication actions by subsequent purchasers for only property damage.

(C) Recovery by Betty is precluded by the express warranty terms because the oven was not “new” when she purchased it.

(D) Only merchants can enforce their party rights under the UCC.
Test #5 – Torts – Intentional Torts and Defenses

The following multiple-choice exam covers intentional torts (assault, battery, false imprisonment, intentional infliction of emotional distress (IIED), trespass to land, trespass to chattel, and conversion), intentional tort defenses, and causality.

Take this test in a one-hour timed setting! You have one hour to answer 33 questions. You should complete 6 questions about every 10 minutes. Put in your own “Time Marks” on this exam to help you budget time.

The answers and explanations are in the back of the book.

Question 1

Lucy and Ethel lived next to each other. Lucy knew Ethel was allergic to roses but planted rose bushes along the property line anyway. Ethel suffered severe allergies from the roses.

1) If Ethel filed a complaint against Lucy for battery:

(A) Ethel should win because Lucy knew she was allergic to roses.
(B) Ethel should win if Lucy planted the roses with a reckless disregard for the effect they would have on her.
(C) Ethel should win if there is a statute prohibiting roses near property lines.
(D) Ethel should lose.

Question 2

Hunter was hunting for deer in the National Forest. He thought he saw a deer in the trees. After shooting he discovers he has shot Farmer’s $500 cow.

2) If the cow was on Farmer’s land:

(A) Hunter is liable for $500 whether he really saw a deer or not.
(B) Hunter is liable for $500 for conversion.
(C) Hunter is liable for $500 for negligence.
(D) Hunter is strictly liable for $500 because hunting is an abnormally dangerous activity.

Question 3

Homer promised to look after Ned’s house while he was on vacation. While Ned was gone Homer took his lawn edger without permission. He intended to return it but accidentally dropped it into his pool when Bart shot him with a slingshot. The lawn edger was ruined.

3) Ned can recover from Homer:

(A) Actual and punitive damages.
(B) Nothing because by asking Homer to watch his house while he was away he gave Homer an implied license to use his belongings.
(C) Nothing because Ned was contributorily negligent for letting Homer watch his house.
(D) The value of a used lawn edger like the one Homer took.
The following multiple-choice exam covers negligence, strict liability in negligence, causality and negligence defenses.

Take this test in a one-hour timed setting! You have one hour to answer 33 questions. You should complete 6 questions about every 10 minutes. Put in your own “Time Marks” on this exam to help you budget time.

The answers and explanations are in the back of the book.

**Question 1**

Linda bought a new house. Shortly after moving in the next door neighbor, Pervis, began harassing her. Linda told her boyfriend, Bob, and he was furious. Bob stomped next door and pounded on the door. Pervis was frightened. He went to the door with a gun and looked out through the little peephole. He didn’t know who Bob was and asked him what he wanted. Bob said, “I want you to come out here and I am going to kick your ass!” Pervis yelled, “Go away!” Bob yelled, “I ain’t goin’ nowhere, you pervert!” Suddenly the gun went off. The bullet went through the door and hit Bob.

1) Bob’s causes of action against Pervis are:

I. Battery.
II. Negligence.
III. Assault.
IV. Nuisance.

(A) I.
(B) I and II.
(C) I, II, and III.
(D) All of the above.

2) If Bob sues Pervis for negligence he must prove:

(A) Pervis knew the gun was loaded.
(B) Pervis intentionally shot the gun.
(C) Pervis became the aggressor because his use of a gun escalated the level of violence.
(D) None of the above.

**Question 3**

Hunter was hunting for deer in the National Forest. He thought he saw a deer in the trees. After shooting he discovered he has shot Farmer’s $500 cow.

3) If the cow had wandered into the National Forest from Farmer’s farm.

(A) Hunter is liable for $500 for conversion.
(B) Hunter is liable for $500 for negligence.
(C) Hunter is liable for $500 if he thought the cow was a deer.
(D) Hunter is not liable if contributory negligence applies.

**Question 4**

Tom and Dick have a water balloon fight during recess. Tom hits Dick with a water balloon and runs away. Dick throws at Tom, misses, and almost hits Harry, a workman painting the school. Startled, Harry drops a can of paint. Paint splashes on Miss Ballbreaker, the vice principal. She grabs Tom and Dick by the ear, drags them to her office and spanks them until they cry like girls.

4) Harry’s best cause of action against Dick is:

(A) Assault.
(B) Battery.
(C) Negligence.
(D) Conversion.
Test # 7 – Torts – Defamation / Product Liability / Miscellaneous

The following multiple-choice exam covers negligent infliction of emotional distress (NIED), attractive nuisance, product liability, defamation, nuisance, invasion of privacy (false pretenses, appropriation of likeness, intrusion, disclosure), abuse of process, malicious prosecution, interference, vicarious liability, joint liability, indemnity and contribution.

Take this test in a one-hour timed setting! You have one hour to answer 33 questions. You should complete 6 questions about every 10 minutes. Put in your own “Time Marks” on this exam to help you budget time.

The answers and explanations are in the back of the book.

Questions 1-2

Peter was driving his car after having a few drinks. Suddenly he saw Paul crossing the street in front of him. He did not stop his car in time and badly injured Paul. Paul was a musician in a folk group with Mary. Paul was so badly injured he could no longer play the guitar, and that caused him to sink into a deep depression. Paul’s partner, Mary, became despondent because of Paul’s injury and she was diagnosed as having “Munchausen syndrome by proxy”, a mental illness associated with law school exams.

1) Mary’s chances of recovering from Peter:
   (A) Are best if she and Paul were married.
   (B) Are best if she saw Paul hit by the car.
   (C) Are best if a drop of Paul’s blood sprayed on her when he was hit.
   (D) Are best if Peter’s car hit her at the same time it hit Paul.

2) Paul can recover from Peter for:
   (A) Negligence.
   (B) Negligence for his physical injuries and negligent infliction of emotional distress for his other injuries.
   (C) Negligence for his physical injuries and lost wages and negligent infliction of emotional distress for his emotional damage.
   (D) Negligence for his physical injuries and intentional infliction of emotional distress for his emotional damage.

Questions 3-5

Andy, age 5, and Sandy, age 6, had permission to play in Farmer’s backyard. But he caught them twice playing in his fruit shed and he told them to stay out of his shed. One day they tried to sneak into Farmer’s shed to steal some apples. The door was locked but they were able to crawl on their bellies under the door to get into the shed. Inside they found a barbeque grill and some matches. They decided to play “Iron Chef” to see who could make the best tasting meal with apples as the “secret ingredient”. The shed caught on fire and they were badly burned.

3) If Farmer is sued for negligence under the Attractive Nuisance Doctrine which of the following is true?
   (A) A child’s age establishes a legal presumption of inability to appreciate dangerous conditions.
   (B) Under the age of seven children are legally presumed to be unable to fully appreciate the dangers posed by conditions on the land.
   (C) Farmer would have to prove the children could appreciate and assumed the dangers of their behavior.
   (D) Andy and Sandy would have to prove Farmer could foresee they would crawl under the door.
Test # 8 – Criminal Law Fundamentals and Crimes Against Property

The following multiple-choice exam covers criminal law fundamentals (strict liability crimes, coincidence of mens rea and actus reus, standard of proof), crimes against property (larceny, false pretenses, embezzlement, burglary, arson), and causality.

Take this test in a one-hour timed setting! You have one hour to answer 33 questions. You should complete 6 questions about every 10 minutes. Put in your own “Time Marks” on this exam to help you budget time.

The answers and explanations are in the back of the book.

Question 1

Dee borrowed her boyfriend’s car to go to the City. On the way she was pulled over for speeding. The officer asked to see the car registration, and as she looked for it in the glove compartment a film canister fell out. The officer asked her if he could look inside it and she consented. Inside the film container was some cocaine. Dee was arrested for felony possession of cocaine under a State statute.

1) Dee is:

(A) Not guilty, if she did not know there was cocaine in the car.
(B) Not guilty, if she lacked criminal intent.
(C) Guilty, because she was in possession of cocaine.
(D) Guilty, if she knew her boyfriend used cocaine.

Question 2

Dagwood was always borrowing tools from his neighbor, Herb Woodley, and forgetting to take them back. One day he was cleaning the gutters on his house. He needed to borrow Herb’s ladder but Herb wasn’t home. So he broke into Herb’s garage and took his ladder. Later Dagwood forgot to return the ladder.

2) What crimes is Dagwood guilty of committing?

(A) No crime.
(B) Burglary and larceny.
(C) Larceny but not burglary.
(D) Robbery.

Question 3

O’Reilly was drinking heavily at Flannigan’s as usual. After the “last call” he put on his hat and coat and staggered home. The next morning an officer knocked on his door. When O’Reilly opened the door he was arrested for stealing Patrick Hare’s hat.

3) If O’Reilly took Hare’s hat by mistake because he was drunk, he is:

(A) Guilty of larceny, if he discovered the hat was not his own after he got home that night.
(B) Guilty of larceny, because voluntary intoxication is not a defense to larceny.
(C) Not guilty of larceny, if he thought the hat was his own.
(D) Not guilty of larceny, if he intended to bring the hat back.

Question 4

Lori went to Walmart intending to steal a blouse but changed her mind when she saw her friend Frieda arrested in the parking lot. Lori can be charged with:

4) Lori went to Walmart intending to steal a blouse but changed her mind when she saw her friend Frieda arrested in the parking lot. Lori can be charged with:

(A) No crime.
(B) Attempted burglary.
(C) Attempted theft.
(D) Attempted theft and attempted burglary.
Test #9 – Crimes Against the Person / Vicarious Liability / Defenses

The following multiple-choice exam covers crimes against people (assault, battery, rape, robbery, murder, manslaughter), vicarious liability (conspiracy, accomplice liability), attempted crimes, criminal defenses (self-defense, defense of others, duress, insanity, mistake).

Take this test in a one-hour timed setting! You have one hour to answer 33 questions. You should complete 6 questions about every 10 minutes. Put in your own “Time Marks” on this exam to help you budget time.

The answers and explanations are in the back of the book.

Questions 1-2

Romeo was having an affair with Morticia, a chemist, and he decided to kill his wife, Juliet, so he could marry her. Romeo told Morticia his plan and asked her to get him a rare and untraceable poison he had read about in a murder mystery. Morticia had no intention of marrying Romeo or killing Juliet. But she acted like she did so Romeo would be happy. She gave Romeo some candy pills and told him it was the rare poison he wanted. Romeo put the candy pills in Juliet’s bread pudding that night expecting her to die. Juliet ate the pudding, got a candy stuck in her throat, choked and died from asphyxiation.

1) Romeo can be charged with:
   (A) Involuntary manslaughter.
   (B) Attempted murder.
   (C) Murder and conspiracy to commit murder.
   (D) Murder.

2) Morticia can be charged with:
   (A) Nothing.
   (B) Conspiracy to commit murder.
   (C) Conspiracy and attempted murder.
   (D) Murder.

Questions 3-7

Bud and Lou were in prison together. After they got out Bud suggested that they rob a Brinks car together. Lou refused to help, saying he did not want to go to prison again. Bud vowed to rob a Brinks car all by himself.

3) If Lou then offered to let Bud hide in his house after the robbery in exchange for a share of the loot, Lou is:
   (A) An accomplice.
   (B) An accessory before the fact.
   (C) An accessory after the fact.
   (D) A conspirator.

4) Suppose Bud came to Lou’s house asking to be hidden after he robbed the Brinks car. If Lou let him hide from the police in his home he is:
   (A) An accomplice.
   (B) An accessory before the fact.
   (C) A conspirator.
   (D) Aiding and abetting.

5) If Lou agreed before the robbery he would let Bud hide in his house after the robbery in exchange for a share of the loot, he can be charged with:
   (A) Bank robbery.
   (B) Aiding and abetting.
   (C) Compounding a felony.
   (D) Mispriison of a felony.
Test # 10 – Criminal Procedure

The following multiple-choice exam covers criminal procedure.

Take this test in a one-hour timed setting! You have one hour to answer 33 questions. You should complete 6 questions about every 10 minutes. Put in your own “Time Marks” on this exam to help you budget time.

The answers and explanations are in the back of the book.

Question 1

The police received an anonymous tip that confirmed their suspicions Dan was selling crystal meth, an illegal drug. They obtained a search warrant and went to Dan’s house. Nobody was home. They broke into the house and found a number of marijuana plants being grown. Dan suddenly drove up to the house and discovered the police. He said, “I’ve been gone and let my friends stay here. I had no idea anyone was growing marijuana here.” He was then arrested and searched. In his pocket was a sealed, but unstamped, letter addressed to “Susie Khan”. The police opened the letter and it said, “Dear Susie – Wow, I am so loaded. Dan’s new crop is 100% dynamite!” The letter was signed by Dan’s girlfriend, Kate. Dan objects to admission of Kate’s letter at his trial.

1) The letter should be ruled:

(A) Admissible because it was found as a result of a search incident to a lawful arrest.

(B) Admissible because the search was conducted using a valid warrant.

(C) Inadmissible because the warrant did not authorize police to open mail addressed to other people.

(D) Inadmissible unless the prior suspicions of the police would have supported a finding of probable cause before the anonymous tip was received.

Question 2

Bobby, 8 years old, was abducted from the parking lot of the Walmart store. Surveillance video showed him being lured into an early model Chevrolet Nova with a distinctive racing stripe painted along the side. Police showed the video of the car on TV, and it was featured on the “America’s Most Wanted” TV show. Lucile watched the TV show and phoned the police with a “tip” that the car on the video was identical to one owned by a neighbor, Chester Childs. Police went to Chester’s house and were met at the door by his brother, Darryl, a convicted felon on probation. Darryl said Chester was out of town and he was just there to feed Chester’s cat. The police told Darryl they wanted to come into the house to look around. Darryl was afraid to refuse because if the police got a warrant and found something inside he would appear culpable. Inside the house a police search dog “alerted” to something under Chester’s bed. Under the bed the police found a locked suitcase. Darryl said it belonged to Chester, and he didn’t know what was in it. He gave the police permission to open the suitcase, and inside they discovered clothing Bobby was wearing when he was abducted.

2) At trial, Chester’s best argument is:

(A) Darryl’s consent was not voluntary because he was coerced by the police.

(B) Darryl did not have authority to let the police into the house with a dog.

(C) Darryl did not have authority to let the police open the suitcase.

(D) A warrantless search is unreasonable when police have time and opportunity to obtain one.
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