

Multistate Essay Examination

February 2026

MEE Question 1

Real Property

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FEBRUARY 2026 MEE
QUESTION 1 – REAL PROPERTY

In 2022, a mother conveyed by deed a house she owned to her three children, Alonzo, Barbara, and Carla, "as joint tenants with right of survivorship and not as tenants in common."

In 2023, without either Alonzo's or Barbara's knowledge or consent, Carla validly leased the house as a residence for a two-year term to a tenant for monthly rent of \$1,200. The lease began on January 1, 2023.

On December 10, 2023, the tenant emailed Carla: "I need to relocate to another city for work. I will move out of the house at the end of this month and won't ever return." Carla immediately replied, "Thank you for letting me know. To confirm our arrangement, however, you still owe me rent for the remaining 12 months of our two-year lease." The tenant did not reply to Carla's email and vacated the house three weeks later, on December 31, 2023.

The day after the tenant vacated the house, Carla advertised it for rent for \$1,200 monthly. Within a week she had received rental applications from three qualified potential tenants. After reviewing the applications, Carla decided that she no longer wanted the burden of being a landlord, and so she told the potential tenants that the house was off the market. The house then sat vacant for the one year remaining of the tenant's lease term. During that one-year period, Carla entered the house only to inspect and clean it.

Immediately after the tenant's term ended on December 31, 2024, Carla moved into the house. During the time of Carla's possession, the fair rental value of the house was \$1,500 per month.

Last month, Carla died. In her will she devised her interest in the house to her son.

Ignore any statute of limitations issues.

1. With respect to the two-year lease between Carla and the tenant:
 - a. Was Carla entitled to receive 12 months of unpaid rent from the tenant at the end of the lease term? Explain.
 - b. Were Alonzo and Barbara entitled to a share of the rental income payable to Carla under the lease? Explain.

2. Were Alonzo and Barbara entitled to any of the house's fair rental value from Carla during the time of her possession of the house after the tenant's two-year lease expired? Explain.
3. What effect, if any, did Carla's leasing the house to the tenant have on the ownership interests in the house following her death? Explain.

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MEE Question 2

Corporations & LLCs

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QUESTION 2 – CORPORATIONS & LLCs

Angie developed an application ("app") for cell phones for herself and her friends to organize their large wardrobes better than any currently available commercial app.

In March, while discussing her app with her best friend, Basra, Angie wondered aloud whether she could earn money with her app by hiring a software developer to refine it so that she could make it available to the general public. Although Angie said nothing about starting a business at that time, Basra told her that he thought her idea was great, that he believed it would make a lot of money, and that he would be willing to invest \$5,000 if Angie started a business. Basra also offered to introduce Angie to Clyde, a software developer Basra had known for some time.

On April 1, Angie started a new business, which she called XYZ, to license and market her app, thinking that in a couple of months she would incorporate the business. On April 10, Basra put Angie in contact with Clyde. Angie, in the name of XYZ, and Clyde entered into a written agreement under which Clyde would make the app usable by the general public and XYZ would pay Clyde \$10,000 upon the signing of the agreement and \$15,000 when he completed and delivered the app. As soon as they signed the agreement, Angie paid Clyde \$10,000.

In June, Angie completed the paperwork to form a corporation to market the app and filed the paperwork with the appropriate state agency. The articles of incorporation named Angie as the sole initial director of the corporation. Acting as the director, Angie approved the corporation's issuance of 10,000 shares of stock to herself in exchange for her contribution to the corporation of all her intellectual property rights in the app. She also approached Basra, reminding him of their earlier conversation and offering him 2,500 shares for an investment of \$5,000 in the corporation. Basra agreed, and the corporation properly issued Basra 2,500 shares of stock in exchange for \$5,000.

In July, Angie realized that she would not be able to raise the additional capital necessary to refine the app for public use. She immediately told Clyde to stop work. Clyde responded that he had completed the work. He then sent her a bill for \$15,000 and delivered the fully usable app to her.

The corporation never took any formal action with respect to the agreement with Clyde.

1. May Clyde recover the unpaid contract price from Angie? Explain.
2. May Clyde recover the unpaid contract price from Basra,

- a. on the theory that Basra is a partner of Angie? Explain.
 - b. on the theory that Basra is a shareholder of the corporation? Explain.
3. May Clyde recover the unpaid contract price from the corporation, on the theory that it adopted the contract? Explain.

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MEE Question 3

Evidence

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QUESTION 3 – EVIDENCE

A state prosecutor has charged James, age 35, with theft of comic books, in violation of the following State A statute:

A person commits the offense of theft by unlawfully taking and carrying away, or appropriating, any property of another person with the intent to permanently deprive the other person of the property.

The charges are based on the following facts:

James and his two sons, ages 10 and 13, collect comic books. They frequently visit their favorite comic-book store. As a result of the frequent visits and the amount spent monthly in the store, James and his sons are all on a first-name basis with the store owner.

On January 2, James and his sons were browsing in the store. After half an hour, James went to the counter to pay for several comic books while the boys continued looking through the shelves. James completed his purchase and told the boys that he was ready to leave. They all politely said "Thank you" and "Good-bye" to the store owner, who cheerfully responded, "See you soon."

Two weeks later, police officers arrested James as he was leaving work. The officers told him that the prosecutor was charging him with theft from the comic-book store. More specifically, the store owner had watched a surveillance video recording of the store from January 2, and in the video, he had seen one of James's sons, who was holding James's briefcase, place five comic books in the briefcase while the trio was browsing in the store. Before they left the store, James paid for the three comic books that he was holding in his hand. He did not pay for the five comic books in the briefcase that he carried out of the store.

During their investigation, the police located an incident report indicating that 15 years earlier James had been arrested at a local grocery store and accused of theft. James had eaten a handful of grapes, claiming that he was tasting them before he ultimately decided not to purchase any grapes. Although arrested, he was never charged with a crime regarding the grapes.

State A has adopted rules of evidence that are identical to the Federal Rules of Evidence. At trial, during the state's case-in-chief, the state asks the court to admit evidence that James was once accused of theft of grapes. Defense counsel objects on three

independent grounds: (1) the evidence is irrelevant, (2) the evidence is improper character evidence, and (3) the evidence is improper evidence of other acts.

How would the court likely rule on each ground? Explain. Do not address any notice requirements.

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MEE Question 4
Decedents' Estates

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QUESTION 4 – DECEDENTS’ ESTATES

Husband properly executed a will that included the following bequests:

- A. Any automobile I own at the time of my death to my brother if he survives me;
- B. The house I own at 211 Pearson Drive, City, State Y, which I purchased as an investment, to my mother; and
- C. The residue of my estate to Wife if she survives me.

The will contained no other provisions relating to the disposition of Husband’s estate. At the time Husband executed his will, he did not own an automobile.

Six months after Husband executed his will, he sold the house at 211 Pearson Drive and reinvested the proceeds in another house, located at 500 South Street, City, State Y. At no time did Husband or Wife live in the house at 211 Pearson Drive or the subsequently acquired house on South Street.

One year after Husband executed his will, he and Wife had a child named Sam.

Two years after executing his will, Husband had a nonmarital child with his neighbor. This child is named Doris.

Three years after Husband executed his will, his brother died.

Husband died in State Y five years after executing his will, having never revised it. He is survived by Wife; his two children, Sam and Doris; his mother; and his brother’s adopted child, Fred. Husband’s estate is valued at \$3,325,000. It consists of an automobile (valued at \$25,000) that he acquired two months before he died, the house at 500 South Street (valued at \$300,000), and \$3 million in cash. His estate has no debts and no expenses.

State Y has adopted the Uniform Probate Code.

1. Does the bequest of the automobile to Husband’s brother lapse and pass as part of the residue, or does it pass to the brother’s adopted child, Fred? Explain.
2. Is Husband’s mother entitled to the house at 500 South Street as a substitute for the house specifically bequeathed to her, or did that bequest adeem resulting in the house at 500 South Street passing to the takers of the residue under Husband’s will? Explain.
3. To whom should the residuary estate be distributed? Explain.

4. Is Doris entitled to take a share of Husband's estate as an omitted child? Explain.
5. Is Sam entitled to take a share of Husband's estate as an omitted child? Explain.

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MEE Question 5
Secured Transactions

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QUESTION 5 – SECURED TRANSACTIONS

Harmony Corporation sells musical instruments to both professional and amateur musicians. Harmony finances its business pursuant to a signed agreement with Bank, under which Bank has loaned money to Harmony and will continue to do so from time to time, and pursuant to which Harmony has granted Bank a security interest in all of Harmony's present and future inventory to secure its obligation to repay the loans. Bank has filed a properly completed financing statement reflecting this transaction in the appropriate filing office. The financing statement lists Harmony Corporation as the debtor and Bank as the secured party and indicates that the collateral is "inventory."

Harmony sells musical instruments to some of its customers on credit. In a credit sale, Harmony requires the customer to sign an agreement indicating that Harmony retains title to the instrument until the customer finishes paying for it.

Six months ago, Walter, a professional flutist, went to Harmony's showroom, where Walter saw a flute that he liked and thought would be perfect for his professional performances. Walter could not, however, afford to pay the \$1,500 price of the flute. Harmony agreed to sell Walter the flute on credit. As memorialized in a "credit sales agreement" signed by Walter, he paid \$300 in cash and promised to make payments of \$100 on the first day of each of the next 12 months, and until the last payment was made, Harmony retained title to the flute. At the time of the transaction between Walter and Harmony, Walter was unaware of the financing arrangement between Harmony and Bank.

One month ago, Walter, who had not finished paying Harmony the purchase price of the flute (which he had used exclusively for professional purposes), sold it to Joan, another professional flutist, for \$900 in cash. Joan had no knowledge of any interest of Bank or Harmony in the flute. After selling the flute to Joan, Walter stopped making installment payments to Harmony.

One week ago, Harmony defaulted on its obligations to Bank.

Both Bank and Harmony have discovered that Joan now has the flute, and each has demanded that she surrender the flute on the grounds that it is collateral for obligations owed to them.

1. Does Bank have a security interest in the flute that is enforceable against Joan? Explain.

2. Does Harmony have a security interest in the flute that is enforceable against Joan? Explain.

Assume that the financing statement filed by Bank is the only relevant financing statement filed and that all parties acted in good faith at all times.

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MEE Question 6
Civil Procedure

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QUESTION 6 – CIVIL PROCEDURE

A corporation is incorporated in and has its headquarters in State A. The corporation provides wealth-management services to high-net-worth individuals through its offices in States A, B, and C. The corporation is registered to do business in State C, pursuant to a state statute providing that any corporation that registers to do business in the state agrees that the state's courts may exercise "general personal jurisdiction" over the corporation and that the registered corporation "shall be subject to the same liabilities and duties" as corporations incorporated in State C.

Two years ago, Penny, a woman who lived in State B, visited the corporation's branch office in State B and there entered into a contract with the corporation to manage her assets. The corporation assigned Dan, one of its wealth managers at that branch office, to manage Penny's assets. Without Penny's authorization, Dan made extremely risky investments, resulting in the loss of almost all of Penny's assets. When the corporation learned of Dan's behavior, it fired him. Dan then left State B and moved into his parents' home in State C.

After terminating her relationship with the corporation, Penny also moved to State C. She hired an attorney there to represent her regarding possible claims against Dan and the corporation. For several months, the attorney unsuccessfully attempted to negotiate a settlement of Penny's potential claims against the corporation.

Penny's attorney learned that Dan was living with his parents in State C. The attorney tried to contact Dan at his parents' home to discuss settlement, but Dan never responded. The attorney learned that Dan was frequently away from home for weeks traveling throughout the United States.

One week before expiration of the statute of limitations on Penny's claims, her attorney, at Penny's direction, brought two separate actions in the US District Court for the District of State C: one action against Dan and one action against the corporation, both raising claims under a federal law designed to protect investors.

In the action against Dan, Penny's attorney mailed a request for waiver of service of process to the home of Dan's parents. Dan never replied to the request for waiver of service of process.

After receiving no reply to the request for waiver of service of process, Penny's attorney attempted to serve process on Dan. The law of State C allows service of process in its courts of general jurisdiction by sending the summons and complaint by first-class mail to a defendant's place of residence. Consistent with this law, Penny's attorney sent an

envelope containing the summons and complaint by first-class mail to the home of Dan's parents.

The envelope had no markings indicating the nature of its contents, and Dan's parents placed the envelope with the rest of his mail, which they were collecting and saving for him until he returned from his travels.

When Dan failed to respond to the summons and complaint, Penny's attorney moved for a default judgment, which the court granted.

Two months later, Dan returned and opened his mail, discovering the summons and complaint. He contacted an attorney, who learned of the default judgment and promptly filed a motion in the federal court to set it aside based on insufficient service of process.

In Penny's separate action against the corporation, her attorney requested, and the corporation executed, a waiver of service of process. The corporation then filed a timely motion to dismiss for lack of personal jurisdiction over it.

Penny has done no business with the corporation's office in State C, and none of its employees in State C had anything to do with managing her assets.

Assume that the federal district court has federal-question jurisdiction over Penny's claims against Dan and the corporation.

1. Was service of process on Dan sufficient? Explain.
2. Does the district court have personal jurisdiction over the corporation? Explain.