Multistate Essay Examination

July 2026

MEE Question 1 Criminal Law and Procedure

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JULY 2026 MEE
QUESTION 1 – CRIMINAL LAW AND PROCEDURE

In unrelated cases, the federal government charged Buster and Calvin each with two criminal offenses: illegal distribution of methamphetamine (Count 1) and illegal sale of firearms (Count 2). Buster and Calvin each entered into an agreement with the government pursuant to which each would plead guilty to Count 1 and the government would dismiss Count 2.

The same judge conducted separate plea hearings for Buster and Calvin. At each hearing, the judge directly questioned the defendant under oath. The judge asked each defendant whether he was pleading guilty voluntarily, knowingly, and intelligently. Each answered, "Yes." The judge also addressed all the matters that the rules of criminal procedure require a judge to address before accepting a guilty plea. Finally, the judge said to each defendant, "Do you admit that you are guilty of the crime charged in Count 1—illegal drug distribution? If so, tell me what you did and why you are pleading guilty."

In response, Buster stated, "Yes, I admit I'm guilty of drug distribution because I sold two pounds of methamphetamine for $19,000. I'm pleading guilty somewhat to take responsibility but mostly and especially because the prosecutor told me that, if I plead guilty, FBI agents will stop harassing my mother at her job, telling all her coworkers that I'm a criminal and embarrassing her with loud questions just to get to me. The prosecutor also said that only if I plead guilty would he drop his plan to charge my wife with bribery even though he admits that she has done nothing wrong."

Calvin answered by stating, "No, I'm not guilty. I didn't distribute any drugs. I'm pleading guilty only because the prosecutor promised that if I plead guilty, he will dismiss the gun charge, which is more serious and carries a long prison sentence. Also, he promised to ask you to give me only probation, not send me to prison, if I plead guilty to the drug charge. I've read the statements that four so-called friends of mine made to the police, saying that I sold them drugs. If I go to trial, the jurors will probably believe them and find me guilty. I swear I've never sold drugs to anyone, but I can't risk going to prison, and so I plead guilty to that charge."

The judge told each defendant the same thing: "I accept your guilty plea to Count 1 and find you guilty of illegal drug distribution. I dismiss Count 2 based on your plea deal."

Before sentencing, each defendant unsuccessfully asked the federal district court to rule that his guilty plea was invalid. After sentencing, each defendant timely filed a direct appeal of his conviction.

Buster claims on appeal, "First, the appellate court must set aside the guilty plea because the plea was involuntary. Second, assuming the plea was involuntary, the appellate court must remand the case with instructions to the district court to enter a judgment of acquittal on Count 1."

Calvin claims on appeal, "The appellate court must set aside the guilty plea and reverse the conviction because the guilty plea resulted from improper governmental coercion or enticement. Alternatively, the appellate court must set aside the guilty plea and reverse the conviction because the judge violated the right not to be convicted by plea when the defendant has expressly denied guilt."

Each defendant properly preserved his claims for appellate review, and no procedural issue prevents the appellate court from addressing the arguments on the merits. The government has not disputed either Buster's or Calvin's factual assertions, made under oath in open court during their plea hearings, regarding their plea negotiations.

1. How should the appellate court decide Buster’s two arguments? Explain.
2. How should the appellate court decide Calvin’s two arguments? Explain.

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MEE Question 2
Real Property

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QUESTION 2 – REAL PROPERTY

Ten years ago, a married couple bought land in State A on which there were two single-family houses, each two stories high. When the couple purchased the land, it was predominantly rural and was zoned for "commercial" use. The municipality's zoning is cumulative.

The couple used one house (House #1) as their residence and the other house (House #2) to operate a catering business. The catering business prepared all food on-site and then delivered the food to customers' locations; it did not serve any food to retail customers on its premises.

One year ago, with an increase in residential development, the local zoning board passed an ordinance that rezoned the district in which the land is located from "commercial" to "residential." A catering business in a single-family house is not a "residential" use. The zoning ordinance contains typical language protecting existing nonconforming uses.

One month ago, the couple signed a contract to sell the land to Betty, who plans to live in House #1 as her primary residence and to use House #2 to operate a retail bakery. Betty would not need to modify House #2 to operate a bakery, and she plans to operate the bakery during hours consistent with those of the couple's catering business. Unlike the catering business, however, the bakery will serve customers food items solely on its premises in House #2.

The sale contract set the closing for 45 days after it was signed and required the couple to have a marketable title subject only to encumbrances of record. At the time that the contract was signed, Betty had no notice of an existing unrecorded covenant on the land restricting all structures on the land to no more than two stories. The contract did not address the risk of loss due to events before closing.

The day before the closing, Betty first learned of the unrecorded covenant. That same day, a fire destroyed House #1. The fire was not the fault of the couple, and House #2 was not damaged.

State A applies the traditional common-law doctrine of equitable conversion with respect to risk of loss.

1. Would the rezoning of the land from commercial to residential prohibit Betty from operating a bakery in House #2? Explain.

2. Would the unrecorded covenant with the two-story restriction prevent the couple from delivering marketable title to Betty at the closing? Explain.

3. Can Betty rightfully refuse to close because House #1 was destroyed by fire? Explain.

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MEE Question 3
Contracts

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JULY 2026 MEE
QUESTION 3 − CONTRACTS

Acoustic Studios Inc. (Acoustic) operates several music recording studios. In January, Acoustic leased space in a warehouse to construct additional studios. By April, the studios were almost complete, and Acoustic had begun to schedule clients in those studios for recordings.

One of the final steps in construction of the studios was the installation of soundproof tiles on the walls and ceilings of the studios to ensure that outside sounds would not interfere with recording. On April 10, Acoustic entered into a valid signed agreement with Soundwave LLC under which Acoustic agreed to pay $40,000 and Soundwave agreed that it would, on or before May 30, deliver and install enough tiles to soundproof the new recording studios. The tiles, which were manufactured exclusively by Soundwave, were particularly suited to Acoustic's needs. The agreement stated that $38,000 of the price was for the soundproof tiles and $2,000 was for their installation.

On April 12, Acoustic's president received a call from the chief executive officer (CEO) of Soundwave. "I hate to ask this," said the CEO, "but because we have a long history with you, I hope you'll be understanding. When we agreed to sell you the soundproof tiles and install them for $40,000, our sales manager forgot to take into account recent significant increases in the cost of raw materials necessary to make those tiles. We're prepared to honor our deal, but it will be a hardship. I'm hoping that you'll agree to raise the deal price to $48,000, which will just barely cover our actual costs on the tiles."

Acoustic's president agreed to this request. She was aware of recent price increases for soundproofing materials, and she judged the request to be a fair cost increase under the circumstances; moreover, she also valued having a good relationship with Soundwave. The Soundwave CEO drove to Acoustic's headquarters later on April 12, and the parties crossed out the existing pricing terms in the written agreement, writing "$48,000 total" in their place; both the CEO and the president signed their initials next to the change.

On May 30, when the tiles had not been delivered by mid-morning, Acoustic's president emailed Soundwave's CEO. The CEO immediately emailed back, "I'm afraid I have bad news. We won't supply you with the tiles after all. A longtime customer desperately needs the tiles, so we plan to supply them to that customer instead. We apologize."

Acoustic's president quickly tried to find an alternative source for soundproof tiles that fit Acoustic's needs, but she was unable to find anything suitable. The lack of soundproofing for the new studios would cause Acoustic to be unable to honor several lucrative contracts with musical artists and thereby cause significant financial loss and reputational harm to Acoustic. Soundwave still has the tiles and has not yet delivered them to the other buyer.

1. Does Article 2 of the Uniform Commercial Code apply to the transaction between Acoustic and Soundwave? Explain.

2. Assuming that Article 2 of the Uniform Commercial Code applies to the transaction, if Soundwave delivers and installs the tiles (notwithstanding its CEO's statement to the contrary), is Acoustic bound to pay $48,000 instead of $40,000? Explain.

3. Assuming that Article 2 of the Uniform Commercial Code applies to the transaction and Soundwave refuses to supply the tiles to Acoustic, would Acoustic prevail in seeking a court order directing Soundwave to specifically perform its obligations under the agreement to supply the tiles? Explain.

Multistate Essay Examination

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MEE Question 4 Corporations & LLCs / Agency

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QUESTION 4 – CORPORATIONS & LLCs / AGENCY

George, an experienced gardener, formed Peculiar Plants LLC (Plants), a limited liability company, for the purpose of operating a business to care for exotic plants on residential properties. Plants was organized in State A, which has enacted the current version of the Revised Uniform Limited Liability Company Act (RULLCA).

George estimated that Plants needed $30,000 to begin its operations. He invited his friend Nikki to invest.

Nikki agreed to invest $30,000 in Plants, telling George that she was excited to manage Plants with him and help the business grow. They agreed that Nikki would become a member of the LLC. They further agreed that the two of them, as members, would manage Plants's business. They also agreed that George would be primarily responsible for day-to-day operations because Nikki did not have time to work for the business daily. The parties recognized George's gardening services for the next two years as a contribution worth $60,000. If Plants made distributions to the members, Nikki would get distributions first, until she received her initial $30,000 investment back. George and Nikki recorded these terms in a signed operating agreement.

During Plants's first year of operations, and without consulting Nikki, George used $12,000 of Plants's money to buy a state-of-the-art water sprayer. This sprayer was very different from and significantly more expensive than sprayers bought by similar businesses. Although George did not tell Nikki, he used the sprayer for three months to water his personal plants in a greenhouse that he maintains at his home.

By the end of its first year of operations, Plants had made a profit of $40,000. Nikki wanted these profits distributed to the members, while George wanted to reinvest them to expand the business.

When Nikki learned of George's purchase and personal use of the sprayer, she became angry and indicated that she was considering her legal rights against George.

1. Is George's approval necessary for Plants to distribute profits? Explain.

2. Assuming that Plants decides to distribute its first year's profits of $40,000 to its members, how much should George and Nikki each receive? Explain.

3. Did George have actual authority to buy the sprayer on behalf of Plants? Explain.

4. Assuming that George bound Plants to the purchase of the sprayer, did he breach any duties to Plants by using the sprayer for his personal use? Explain.

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MEE Question 5
Civil Procedure

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QUESTION 5 – CIVIL PROCEDURE

Plaintiff, a citizen of State A, worked for Defendant, a citizen of State B, at a factory operated by Defendant in State A. Plaintiff worked for Defendant for 20 years and then retired on December 31, 2022.

In early 2025, Plaintiff began to notice that he was suffering mild hearing loss. His doctor determined that the hearing loss was untreatable and would progressively worsen. The doctor said that the loss resulted from Plaintiff's having worked without proper ear protection in a noisy factory for many years.

On June 1, 2025, Plaintiff sued Defendant in the federal district court of State A, properly invoking the court's diversity jurisdiction. Plaintiff alleged that Defendant had acted negligently in failing to provide Plaintiff with proper hearing protection in the workplace and in failing to warn Plaintiff of the risk of hearing loss. Plaintiff further alleged that those negligent acts caused Plaintiff's hearing loss, resulting in more than $200,000 in harms to him beginning on February 1, 2025, when Plaintiff first began to notice his hearing problem.

Defendant's answer admitted the basic facts of Plaintiff's employment by Defendant but denied that Plaintiff's hearing loss had been caused by Defendant's actions or that Defendant had behaved negligently. Defendant raised no defenses in its initial answer.

In State A, the statute of limitations for tort claims is two years. In 2021, State A's highest court ruled, in a case involving injuries caused by an allegedly defectively performed surgery, that the limitations period would run from the date of discovery of the injury, rather than the date the injury occurred. Other states have also adopted date-of-discovery rules, although the rules vary and are sometimes limited to particular kinds of injuries.

One year after Plaintiff filed suit and during discovery, Plaintiff admitted that the injury that had caused his hearing loss had occurred more than two years before suit was filed. Defendant then filed a motion to amend its answer to include the affirmative defense that the statute of limitations had run on Plaintiff's tort claim.

Plaintiff objected to the amendment, relying on a provision of State A law that prohibits any party from amending pleadings after discovery has begun. The district court granted Defendant's motion to amend, and Defendant amended its answer.

Defendant moved for summary judgment based on its statute-of-limitations defense and Plaintiff's admission that his injury had occurred more than two years before suit was filed. Defendant argued that State A should follow the traditional date-of-injury approach to

determining when the tort limitations period begins running. Under that approach, Defendant argued, the undisputed facts showed that the statute of limitations had run because Plaintiff's complaint was filed on June 1, 2025, more than two years after Plaintiff stopped working in Defendant's factory.

Ten days after Defendant's motion for summary judgment was served on Plaintiff, Plaintiff filed a response. Plaintiff argued that summary judgment was inappropriate because, under State A law, the limitations period runs from the date of discovery of an injury (early 2025), which was less than two years before Plaintiff filed suit. Plaintiff's response also asked the court to impose sanctions against Defendant under Federal Rule of Civil Procedure 11, arguing that Defendant's motion for summary judgment was frivolous because State A's rule provides that a torts limitations period begins to run on the date of discovery.

1. Did the district court properly grant Defendant's motion to amend its answer despite the fact that State A law forbids amendments once discovery has begun? Explain.

2. Should the district court grant Plaintiff's request for sanctions against Defendant under Rule 11 of the Federal Rules of Civil Procedure? Explain

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MEE Question 6
Torts

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QUESTION 6 − TORTS

Derek, who has a general dentistry practice in Small Town, State A, attempted to perform a root canal procedure on a patient. The procedure failed, resulting in the patient's needing a tooth extraction and a tooth implant. The patient sued Derek, alleging malpractice.

The patient's lawyer asked several other Small Town dentists with general dentistry practices to serve as an expert witness on the patient's behalf, but none wanted to testify against a local dentist, and each declined. The patient's lawyer then met with another State A dentist who specializes in root canals and who lives in a similarly sized town 150 miles away. The specialist has no particular knowledge of the practice of dentistry in Small Town. The specialist has agreed to serve as an expert witness and testify that Derek negligently performed the root canal procedure.

The patient suffered the following harms: the loss of her tooth, additional dental bills, three days of lost wages, and physical pain. Because of an earlier trauma, she has also experienced unusually significant and ongoing emotional turmoil because, with an artificial tooth, she no longer feels "whole." These feelings have led the patient to seek psychological counseling at her own expense.

Angry about her experience and hoping to warn other patients about possible harm, the patient posted a message on an online forum. The forum was used by only five or six residents of Small Town, who accessed it only occasionally. On that forum, the patient posted a message that accurately described the details of her root canal procedure and her resulting injuries. She concluded her post by stating that Derek was "a real numbskull." One person responded to the patient's post by thanking her and stating that he had canceled scheduled procedures with Derek as a result of the patient's post. Derek is considering asserting a defamation counterclaim against the patient.

1. What is the standard of care that will be applied to determine whether Derek is liable for malpractice? Explain.

2. Given that no local general dentists will testify against Derek, can the testimony of the out-of-town specialist establish the standard of care? Explain.

3. Assuming that the patient proves the liability elements of her malpractice claim, for which harms can the patient recover damages against Derek? Explain.

4. Does Derek have a defamation claim against the patient? Explain.