



JD-NEXT EXAM PREPARATION

The 100 Question JD-Next Practice Bank

Contract law doctrine and legal analysis.
Eight topic quizzes plus two judicial opinion deep dives.

100

QUESTIONS

8

TOPIC QUIZZES

2

DEEP DIVES

How to use this bank

Take each quiz closed book and under time pressure, roughly 90 seconds per question. Then read every explanation, including for the questions you answered correctly. On a doctrine test, a right answer for the wrong reason will fail the next time the same rule appears in different facts.

For the two deep dives, annotate the opinion before you answer. Mark the procedural posture, the issue, the rule, the application, and the holding, exactly as you would on test day.

Name _____

Quiz 1 — Offer & Acceptance

QUESTIONS 1 TO 12

1. A grocery store circular advertises 'Fresh salmon, \$8.99/lb.' Dana arrives and demands salmon at that price, but the store is sold out. Dana sues for breach. The most likely result:

- A. Dana loses; advertisements are generally invitations to negotiate, not offers.
- B. Dana wins; price advertisements are always firm offers.
- C. Dana loses; contracts for food are unenforceable.
- D. Dana wins; the advertisement was an offer she accepted by arriving.

2. Mia posts: 'I will pay \$500 to anyone who finds and returns my lost dog, Biscuit.' This is best characterized as:

- A. A unilateral offer accepted only by completing the requested performance.
- B. A gratuitous promise with no legal effect.
- C. A bilateral offer accepted by a promise to search.
- D. An invitation to negotiate.

3. Sam returns Mia's lost dog without ever having seen the reward poster. He later learns of the \$500 reward and demands it. Under the majority rule:

- A. Sam recovers half the reward in quantum meruit.
- B. Sam recovers; returning the dog was the requested performance.
- C. Sam recovers under promissory estoppel.
- D. Sam does not recover, because he cannot accept an offer he did not know about.

4. Owen offers to sell Tess his car for \$9,000. Tess replies, 'I accept, if you include the roof rack.' Tess has:

- A. Accepted, because her response used the word 'accept.'
- B. Made a counteroffer that terminates her power to accept the original offer.
- C. Accepted with a mere suggestion that does not affect formation.
- D. Rejected the offer with no further legal consequence.

5. Continuing: after Owen refuses to include the roof rack, Tess says, 'Fine, I accept your original \$9,000 offer.' Owen declines to sell. Result:

- A. No contract; Tess's counteroffer terminated the original offer, so her later 'acceptance' was itself just a new offer.
- B. Contract formed; offers remain open a reasonable time regardless of rejection.
- C. No contract; car sales require a writing in all cases.
- D. Contract formed; the original offer was still open.

6. On Monday, Pria mails Quinn a letter accepting Quinn's offer. On Tuesday, before the letter arrives, Quinn calls to revoke. Under the mailbox rule:

- A. No contract; acceptances are effective only on receipt.
- B. A contract forms only if Quinn actually reads the letter.
- C. No contract; revocation was communicated before the acceptance arrived.
- D. A contract was formed Monday upon dispatch of the acceptance.

7. Which event does NOT terminate an offeree's power of acceptance?

- A. Lapse of a reasonable time.
- B. The offeror's death before acceptance.
- C. A rejection by the offeree.
- D. The offeree's inquiry about better terms.

8. Hal promises Gina \$1,000 if she walks across the Brooklyn Bridge. When Gina is halfway across, Hal shouts, 'I revoke!' Under the modern rule:

- A. The revocation is effective; unilateral offers may be revoked any time before complete performance.
- B. The revocation is ineffective; once Gina began performance, an option contract arose requiring Hal to hold the offer open.
- C. The revocation is effective because Gina never promised to finish crossing.
- D. A bilateral contract formed when Gina took her first step.

9. Rae pays Sol \$100 for Sol's written promise to keep his offer to sell farmland open for 30 days. On day 10, Sol revokes; on day 12, Rae accepts. Result:

- A. Contract formed; the \$100 created an option contract making the offer irrevocable for 30 days.
- B. No contract; options must last at least 90 days.
- C. Contract formed, but only for the \$100 already paid.
- D. No contract; an offeror may always revoke before acceptance.

10. A merchant mails Theo an unsolicited box of knives with a note: 'If we don't hear from you in 10 days, you have agreed to buy these for \$99.' Theo ignores it. Result:

- A. Theo owes \$99 because he kept the knives.
- B. Theo owes half as a compromise.
- C. Theo owes \$99; silence operated as acceptance.
- D. Theo owes nothing; silence is generally not acceptance absent prior dealings or the offeree's taking the benefit with reason to know payment was expected.

11. Vera offers to paint Wes's portrait for \$2,000, saying 'reply by Friday.' Vera dies Wednesday; unaware, Wes emails an acceptance Thursday. Result:

- A. No contract, but Wes may recover the \$2,000 from Vera's estate.
- B. Contract formed; Wes accepted within the stated time.
- C. Contract formed; death must be communicated to terminate an offer.
- D. No contract; the offeror's death terminated the offer even though Wes did not know of it.

12. Which exchange creates a BILATERAL contract at the moment of the second communication?

- A. 'I'll pay \$50 if you mow my lawn Saturday.' The neighbor mows the lawn Saturday.
- B. 'Will you sell me your bike for \$80?' 'I promise to sell it to you for \$80, and you've promised to pay.'
- C. 'Reward: \$200 for return of lost watch.' A finder returns the watch.
- D. 'I might sell my boat someday.' 'I accept.'

Quiz 2 — Consideration

QUESTIONS 13 TO 24

13. Consideration is best defined as:

- A. A bargained-for exchange in which each party's promise or performance is sought by the other and given in exchange for the other's.
- B. Mutual goodwill between contracting parties.
- C. A writing signed by both parties.
- D. Anything of monetary value exchanged between parties.

14. At a family dinner, Grandpa says, 'Because I love you, I'll give you \$10,000 next month.' He doesn't pay. His grandson sues. The promise is:

- A. Unenforceable; it is a gratuitous promise unsupported by consideration.
- B. Enforceable because the grandson's love was consideration.
- C. Enforceable; family promises are presumed binding.
- D. Enforceable if made in front of witnesses.

15. Kim rescues Leo's drowning cat. Grateful, Leo promises Kim \$500 'for what you did.' Leo never pays. Under the traditional rule:

- A. Unenforceable unless the promise was notarized.
- B. Enforceable; the rescue was valuable consideration.
- C. Unenforceable; past consideration is not consideration because it could not have been bargained for.
- D. Enforceable; moral obligation always supports a promise.

16. A contractor halfway through building a house demands an extra \$20,000 to finish, and the owner agrees. After completion, the owner refuses to pay the extra amount. Under the common law rule:

- A. The owner must pay; modifications are always enforceable.
- B. The owner need not pay; the contractor had a preexisting duty to finish, so the new promise lacked consideration.
- C. The owner must pay because the contractor relied.
- D. The owner need not pay because construction contracts cannot be modified.

17. Ana sells her late mother's \$40,000 ring to Bo for \$100. Ana later seeks to undo the deal, arguing the price was unfair. A court will most likely:

- A. Enforce the contract; courts ask whether consideration is legally sufficient, not whether the bargain was economically adequate.
- B. Reform the price to fair market value.
- C. Void the contract unless Bo proves good faith.
- D. Void the contract because the values were grossly unequal.

18. A supplier promises: 'I will sell you whatever flour I feel like sending you each month, at market price,' and the bakery promises to pay for whatever arrives. The supplier's promise is:

- A. Valid because the bakery's return promise cures any defect.
- B. Enforceable as a requirements contract.
- C. Valid consideration; flour has value.
- D. Illusory, because 'whatever I feel like' reserves unfettered discretion and commits the supplier to nothing.

19. An uncle promises his nephew \$5,000 if the nephew refrains from drinking alcohol and gambling until age 21. The nephew complies. The uncle's estate refuses to pay, arguing the nephew suffered no harm by living healthily. Result:

- A. Recovery only of the nephew's actual expenses.
- B. No recovery; the nephew benefited from abstaining.
- C. Recovery; forbearance from a legal right is valid consideration even if the forbearance benefits the promisee.
- D. No recovery; the promise was gratuitous.

20. Dee's friend nursed her through an illness years ago. Dee now promises in writing to pay the friend \$200 monthly 'in gratitude,' then stops after one payment. The friend's best argument faces what obstacle?

- A. The statute of frauds.
- B. The promise rests on moral obligation and past acts, which most courts hold insufficient consideration.
- C. The amount is too indefinite.
- D. Gratitude promises require a seal.

21. A father 'sells' his daughter a \$300,000 house for 'one dollar and other good consideration' that no one ever intended to be paid, purely to dress a gift up as a sale. If consideration is challenged, the recital is:

- A. Likely ineffective as sham or nominal consideration, because nothing was actually bargained for.
- B. Effective because a dollar is legally sufficient.
- C. Effective only if the dollar was actually paid.
- D. Conclusive; recitals cannot be questioned.

22. A benefactor tells a homeless man: 'If you walk around the corner to the clothing shop, I will buy you a coat.' The walk is best understood as:

- A. Acceptance of a unilateral offer creating an enforceable contract.
- B. Promissory estoppel.
- C. Valid consideration; walking is a legal detriment.
- D. A condition of receiving a gift, not consideration, because the walk was not the price of the promise but merely how to collect it.

23. Nia honestly and reasonably believes she has a valid \$10,000 claim against Oz. She agrees to drop the claim in exchange for Oz's promise to pay \$4,000. The claim later proves invalid. Oz's promise is:

- A. Enforceable only if Nia refunds the difference.
- B. Unenforceable; surrendering an invalid claim is no detriment.
- C. Enforceable; forbearance from asserting a claim honestly and reasonably believed valid is good consideration.
- D. Unenforceable; settlements require court approval.

24. Which promise is supported by consideration?

- A. 'In consideration of your years of past service, I promise you a pension.'
- B. 'I promise to pay you the \$500 I already legally owe you.'
- C. 'I promise you \$1,000 if you complete this marathon, and you promise to complete it.'
- D. 'I promise to give you my car when I retire.'

Quiz 3 — Damages & Reliance

QUESTIONS 25 TO 34

25. Expectation damages aim to put the injured party:

- A. In the position it would have occupied had the contract been fully performed.
- B. In whatever position the court finds equitable.
- C. In the same position as the breaching party.
- D. In the position it occupied before the contract was made.

26. Builder agrees to construct a deck for \$10,000; Owner repudiates before work begins. Builder would have spent \$7,000 performing. Builder's expectation damages are:

- A. \$3,000
- B. \$0
- C. \$10,000
- D. \$7,000

27. Reliance damages aim to:

- A. Punish bad-faith breach.
- B. Give the plaintiff the profit it expected.
- C. Restore the plaintiff to its pre-contract position by reimbursing expenditures made in reliance on the promise.
- D. Strip the defendant of gains from breach.

28. A first-time restaurateur leases space and spends \$50,000 on renovations before the landlord wrongfully cancels. Lost profits for the never-opened restaurant are unprovable. The restaurateur's best damages theory is:

- A. Expectation damages for ten years of projected profits.
- B. Reliance damages of \$50,000 in renovation expenditures.
- C. Punitive damages.
- D. Nominal damages only.

29. After Employer wrongfully fires Worker from a 12-month, \$60,000 contract in month one, a comparable job paying \$50,000 is readily available, but Worker stays home. In Worker's breach suit, the likely award reflects:

- A. A reduction for the \$50,000 Worker reasonably could have earned, under the avoidable-consequences (mitigation) doctrine.
- B. Nothing; refusing other work waives all damages.
- C. \$60,000 plus emotional distress.
- D. The full \$60,000; the breaching employer cannot complain.

30. A mill's crankshaft breaks. A carrier delays its delivery to the repair shop, and the mill loses days of profits, though the carrier was never told the mill would sit idle. The lost profits are:

- A. Recoverable because all breach losses are compensable.
- B. Recoverable but capped at the shipping price.
- C. Recoverable as direct damages.
- D. Not recoverable, because they were not foreseeable to the carrier at contracting as a probable result of breach, and no special circumstances were communicated.

31. Which statement about punitive damages in contract law is correct?

- A. They replace expectation damages.
- B. They are available whenever breach is intentional.
- C. They are generally unavailable for breach of contract, absent conduct that independently constitutes a tort.
- D. They are capped at double the contract price.

32. Seller breaches a contract to sell Buyer a machine for \$20,000; an identical machine costs \$24,000 on the open market, and Buyer also reasonably spent \$500 inspecting Seller's machine. Buyer's expectation recovery is best measured as:

- A. \$4,000 cover differential, plus the \$500 incidental expense.
- B. \$24,000
- C. \$500 only
- D. \$20,000

33. When a court enforces a promise under promissory estoppel, the remedy:

- A. May be limited as justice requires, often to reliance losses rather than the full value of the promise.
- B. Is always specific performance.
- C. Is limited to nominal damages.
- D. Must always equal full expectation damages.

34. Tenant pays a \$2,000 deposit on a lease. Landlord breaches; Tenant proves no other loss. Tenant's recovery of the \$2,000 is best described as:

- A. Consequential damages.
- B. Liquidated damages.
- C. Punitive damages.
- D. Restitution or reliance-style recovery returning what Tenant parted with.

Quiz 4 — Objective Theory of Contracts

QUESTIONS 35 TO 42

35. The objective theory of contracts asks:

- A. Whether the parties were of the same religion or thought on every term.
- B. What each party secretly intended.
- C. How a reasonable person would interpret a party's words and conduct in context.
- D. What the judge believes is fair.

36. Over drinks, Zeke writes and signs: 'I agree to sell my farm to Yara for \$50,000,' discusses terms for 40 minutes, and rewrites the document at Yara's request. Zeke later claims he was joking. Under the objective theory:

- A. No contract; subjective jest defeats intent.
- B. A contract exists if Zeke's outward conduct would lead a reasonable person to believe he was serious, regardless of his secret jest.
- C. No contract; agreements made in bars are void.
- D. A contract exists only if Zeke admits he was serious.

37. Buyer signs a supply agreement while privately resolving never to perform. The contract is:

- A. Formed; an uncommunicated secret intention not to perform does not negate objective assent.
- B. Voidable at Buyer's option.
- C. Enforceable only in equity.
- D. Void for lack of mutual assent.

38. At a charity gala, a comedian announces, 'I'll pay a million dollars to anyone who can make my mother-in-law laugh!' The audience roars. A guest performs a joke; the mother-in-law laughs. Is there a contract?

- A. Yes, but only for a reasonable fee.
- B. No, because the guest did not accept in writing.
- C. Yes; all the elements of a unilateral contract are met.
- D. Probably not; in context, a reasonable person would understand the statement as obvious jest or exaggeration, not a serious offer.

39. Two parties contract for cotton arriving on the ship 'Peerless,' not knowing two ships of that name sail months apart, and each party reasonably means a different one. Result:

- A. The court splits the difference.
- B. The earlier ship controls.
- C. No contract; where a material term is equally ambiguous and the parties attach different reasonable meanings with neither at fault, there is no mutual assent.
- D. The seller's meaning controls.

40. Min receives a written offer to buy her boat and, without speaking, hands over the signed title and accepts the buyer's check. Her assent was manifested by:

- A. Nothing; assent requires words.
- B. Conduct: acceptance can be shown by actions a reasonable person would understand as agreement.
- C. Silence, which is never effective.
- D. The buyer's subjective belief alone.

41. Two CEOs sign a 'letter of intent' stating: 'This letter is non-binding and is subject to execution of a definitive agreement.' One backs out. The other sues. Most likely result:

- A. No contract; the document objectively manifests intent NOT to be bound until a final agreement is executed.
- B. Binding contract for damages but not specific performance.
- C. The jury decides each CEO's secret intent.
- D. Binding contract; signatures always bind.

42. Why does contract law prefer the objective theory over a purely subjective 'meeting of the minds'?

- A. The objective theory favors plaintiffs.
- B. It is constitutionally required.
- C. Judges cannot subpoena thoughts, and commerce requires that parties be able to rely on outward manifestations of assent.
- D. Subjective intent is always identical to objective meaning.

Quiz 5 — Promissory Estoppel

QUESTIONS 43 TO 52

43. The elements of promissory estoppel under Restatement section 90 are best stated as:

- A. Fraudulent intent plus reliance.
- B. Offer, acceptance, and consideration.
- C. A promise the promisor should reasonably expect to induce action or forbearance, which does induce such action or forbearance, where injustice can be avoided only by enforcement.
- D. A written promise plus actual damages.

44. Promissory estoppel functions primarily as:

- A. A defense to breach of contract.
- B. A substitute for consideration, allowing enforcement of certain promises that would otherwise fail for lack of a bargain.
- C. A rule of evidence.
- D. A way to rescind contracts.

45. Grandfather gives Granddaughter a promissory note for \$2,000 'so you don't have to work anymore.' She quits her job in reliance. The estate refuses payment, citing lack of consideration. Result:

- A. Recovers under promissory estoppel; her foreseeable, detrimental reliance estops the estate from pleading lack of consideration.
- B. Recovers in quantum meruit for past work.
- C. Loses; family promises are unenforceable.
- D. Loses; quitting was not bargained for.

46. Which plaintiff has the WEAKEST promissory estoppel claim?

- A. A nephew promised \$10,000 who did nothing in response before the promise was revoked.
- B. A church that began construction in reliance on a large pledged donation.
- C. A contractor who lowered its bid in reliance on a subcontractor's quoted price.
- D. An employee who moved across the country for a promised job that was rescinded.

47. A donor pledges \$500,000 to a hospital's building fund; the hospital breaks ground and signs construction contracts before the donor reneges. Many courts will:

- A. Order the donor to volunteer instead.
- B. Refuse enforcement; charitable pledges are mere gift promises.
- C. Enforce the pledge, via promissory estoppel or a relaxed consideration analysis, given institutional reliance.
- D. Enforce only if other donors also renege.

48. The 'injustice' element of promissory estoppel means:

- A. Any broken promise is automatically unjust.
- B. The court weighs factors: the reliance's reasonableness and substantiality, the formality of the promise, the availability of other remedies, to decide whether enforcement is needed to avoid injustice.
- C. The plaintiff must prove the defendant acted maliciously.
- D. Only criminal conduct qualifies.

49. Pam and Quill have a fully enforceable written contract. Pam sues for breach and adds a promissory estoppel count based on the same promise. The estoppel count is:

- A. Generally unnecessary or unavailable: where an enforceable contract governs the promise, the contract claim controls and estoppel's gap-filling role disappears.
- B. Required for jurisdiction.
- C. Available only in federal court.
- D. The stronger claim.

50. An employer promises a retiring employee a \$200 per month lifetime pension; she retires in reliance and becomes unemployable years later. The employer stops paying and argues her retirement was not bargained for. Result:

- A. Employee recovers only her final salary.
- B. Employer wins because pensions require board approval.
- C. Employer wins; no consideration, no recovery.
- D. Employee recovers under promissory estoppel: retirement in reliance on the promised pension was foreseeable, actual, and injustice requires enforcement.

51. A general contractor uses Sub's \$90,000 paving quote in computing its winning bid. Sub then refuses to perform; replacement paving costs \$115,000. The general can:

- A. Rebid the entire project.
- B. Recover nothing; subcontractor bids are freely revocable.
- C. Hold Sub to its bid via promissory estoppel, recovering the \$25,000 difference, because Sub should have expected the general to rely on the quote in bidding.
- D. Recover only if a formal contract was signed.

52. Which fact pattern presents reliance that is NOT reasonably foreseeable to the promisor?

- A. 'We'll fund your startup' and the founder leases office space.
- B. 'You'll have a job here every summer' and the student turns down other summer offers.
- C. 'I'll give you \$1,000 next year' and the promisee immediately spends \$250,000 on a house, citing the promise.
- D. 'We'll renew your franchise' and the franchisee orders inventory.

Quiz 6 — FIRAC, IRAC & Case Mechanics

QUESTIONS 53 TO 62

53. In the FIRAC framework, the components are:

- A. Findings, Inference, Reasoning, Argument, Citation.
- B. Facts, Intent, Remedy, Appeal, Costs.
- C. Framing, Issue, Rebuttal, Analysis, Conclusion.
- D. Facts, Issue, Rule, Analysis or Application, Conclusion.

54. 'Dispositive facts' are best defined as:

- A. Facts the parties stipulated to.
- B. Background facts that add color.
- C. All facts mentioned anywhere in an opinion.
- D. The facts on which the outcome turns; change them and the result could change.

55. A court writes: 'The question before us is whether a subcontractor's bid becomes irrevocable once the general contractor relies on it in submitting a prime bid.' This sentence states the case's:

- A. Procedural posture.
- B. Holding.
- C. Issue.
- D. Rule.

56. The difference between a case's HOLDING and DICTA is:

- A. There is none; both bind future courts.
- B. The holding is the court's resolution of the issue necessary to the outcome and binds future courts; dicta are statements not necessary to the decision and are persuasive only.
- C. Dicta appear only in dissents.
- D. Holdings are written by judges; dicta by clerks.

57. In the Analysis or Application step of IRAC, a strong writer primarily:

- A. Connects each element of the rule to the specific facts, explaining why those facts do or do not satisfy it, and addresses counterarguments.
- B. Summarizes the procedural history.
- C. States a conclusion confidently.
- D. Restates the rule in different words.

58. A new case involves a promise relied upon by a franchisee; the leading precedent involved a contractor relying on a sub's bid. Arguing the cases should come out the same because the reliance in both was foreseeable and substantial is an example of:

- A. Legislative reasoning.
- B. Judicial notice.
- C. Distinguishing precedent.
- D. Analogical reasoning: treating like cases alike based on shared dispositive facts.

59. Opposing counsel cites a precedent enforcing an oral promise. You respond that in the precedent the promisee had spent \$80,000 in reliance, while your opponent's client spent nothing. You are:

- A. Appealing to policy.
- B. Distinguishing the precedent on its dispositive facts.
- C. Overruling the precedent.
- D. Conceding the point.

60. Which sentence from an opinion most likely states the RULE?

- A. 'Plaintiff operated a bakery in Hartford for twelve years.'
- B. 'An acceptance must be communicated by words or conduct that a reasonable offeror would understand as assent.'
- C. 'The trial court granted summary judgment for defendant.'
- D. 'We therefore reverse and remand.'

61. A judge resolves a case by asking which result better encourages accurate information in markets, rather than by citing precedent. This is an example of:

- A. Policy-based reasoning.
- B. Reasoning from authority.
- C. Procedural reasoning.
- D. Textual reasoning.

62. The best one-sentence statement of a case's holding includes:

- A. The page count of the opinion.
- B. The court's emotional tone.
- C. Only the winner's name.
- D. The legal conclusion tied to the dispositive facts.

Quiz 7 — Procedural Posture

QUESTIONS 63 TO 72

63. 'Procedural posture' refers to:

- A. The formatting of the briefs.
- B. The judge's demeanor at trial.
- C. How the case arrived at the deciding court: what was decided below, by what mechanism, and who seeks what relief on appeal.
- D. The order in which witnesses testified.

64. Ana sued Ben and lost at trial. Ana asks a higher court to review the judgment. On appeal, Ana is the:

- A. Defendant.
- B. Appellee.
- C. Appellant.
- D. Respondent in all courts.

65. A trial court granting a motion to dismiss for failure to state a claim must:

- A. Assume the complaint's well-pleaded factual allegations are true and ask whether they state a legally cognizable claim.
- B. Hold an evidentiary hearing.
- C. Poll the jury.
- D. Weigh the evidence and decide whom to believe.

66. Summary judgment is properly granted when:

- A. The case is too complicated for a jury.
- B. Both parties request it.
- C. The judge finds the movant's witnesses more credible.
- D. There is no genuine dispute of material fact and the movant is entitled to judgment as a matter of law.

67. Which task belongs to a trial court rather than an appellate court?

- A. Sitting in panels of three or more judges.
- B. Finding facts and judging witness credibility.
- C. Reviewing legal rulings for error.
- D. Setting binding precedent for all lower courts in the jurisdiction.

68. 'De novo' review means the appellate court:

- A. Defers entirely to the trial court.
- B. Decides the legal question fresh, giving no deference to the lower court's conclusion.
- C. Reviews only for abuse of discretion.
- D. Must affirm unless the decision was clearly erroneous.

69. An appellate opinion ends: 'Reversed and remanded for proceedings consistent with this opinion.'

This means:

- A. The lower court's judgment is set aside and the case returns to the trial court for further proceedings applying the appellate court's ruling.
- B. The case is dismissed with prejudice.
- C. The appellate court will retry the case itself.
- D. The plaintiff has finally won the case.

70. Buyer sues Seller. The trial court grants Seller summary judgment. Buyer appeals. In the appellate opinion, the parties are:

- A. Both are petitioners.
- B. Buyer is defendant on appeal.
- C. Buyer is appellant and plaintiff; Seller is appellee and defendant.
- D. Buyer is appellee; Seller is appellant.

71. Why does an opinion reviewing a grant of summary judgment recite the facts 'in the light most favorable to the non-moving party'?

- A. It is a stylistic convention with no legal meaning.
- B. Appellate judges prefer the plaintiff's story.
- C. Because summary judgment is proper only if the movant wins even on that favorable view: the court is testing whether any reasonable factfinder could rule for the non-movant.
- D. Because the facts were found by a jury.

72. A jury returns a verdict for Plaintiff; the trial judge enters judgment on it; Defendant appeals, arguing the jury instruction misstated the rule of consideration. The appellate court will review:

- A. The jury's credibility determinations de novo.
- B. The legal correctness of the instruction de novo, leaving the jury's factual findings intact unless unsupported.
- C. Nothing; jury verdicts are unreviewable.
- D. The entire case from scratch with new evidence.

Quiz 8 — Reading Legal Arguments

QUESTIONS 73 TO 80

73. An opinion states: 'Plaintiff urges that the advertisement was an offer. Defendant responds that it was an invitation to negotiate. We agree with defendant.' The COURT'S position is:

- A. The advertisement was an invitation to negotiate.
- B. Advertisements are always offers.
- C. The parties should settle.
- D. The advertisement was an offer.

74. A dissenting opinion:

- A. States the binding rule of the case.
- B. Disagrees with the majority's result and reasoning, and has persuasive force only.
- C. Agrees with the result but not the reasoning.
- D. Is joined by all judges.

75. A concurring opinion differs from the majority in that it:

- A. Is always written by the chief judge.
- B. Reaches a different result.
- C. Reaches the same result but on different or additional reasoning, without binding effect for its distinct rationale.
- D. Binds lower courts more strongly.

76. A trial court in State A confronts a contract issue. Which authority BINDS it?

- A. A decision of State A's supreme court on point.
- B. A decision of State B's supreme court.
- C. A leading treatise.
- D. A federal trial court opinion from another circuit.

77. When an applicable statute conflicts with an older common-law case rule, a court should:

- A. Apply the statute; valid legislation supersedes inconsistent common law.
- B. Apply whichever is older.
- C. Certify the question to the legislature.
- D. Follow the case; precedent always controls.

78. Nina sues over a revoked job offer she relied on by relocating. Which is Nina's STRONGEST argument?

- A. 'The employer's promise was morally wrong to break.'
- B. 'Under section 90, the employer should reasonably have expected the promise to induce relocation; it did; and injustice, my abandoned lease and lost prior job, can be avoided only by enforcement.'
- C. 'Employers should be nicer to applicants.'
- D. 'All promises are legally binding.'

79. The employer's best COUNTERARGUMENT to Nina's promissory estoppel claim is:

- A. 'We never made any promise: the email said the offer was contingent on a background check that had not cleared, so reliance before clearance was unreasonable.'
- B. 'Promissory estoppel was abolished decades ago.'
- C. 'Nina should have read our minds.'
- D. 'Relocation is always unreasonable.'

80. A court writes: 'Were we writing on a blank slate, we might agree with plaintiff; but our supreme court held otherwise in Doe v. Roe, and we are bound to follow it.' The court is:

- A. Overruling Doe v. Roe.
- B. Applying vertical stare decisis: following binding precedent despite its own contrary policy views.
- C. Issuing dicta only.
- D. Certifying the case for retrial.

Deep Dive A — Case Reading: Marlowe v. Brightline Fitness, Inc.

QUESTIONS 81 TO 90

Read the following edited judicial opinion carefully, then answer the questions that follow.

MARLOWE v. BRIGHTLINE FITNESS, INC. Appellate Court of Jefferson (2024). Before HALE, J.

Brightline Fitness operates a chain of gyms. To promote a new location, it published a full-page advertisement: 'CHALLENGE: We will pay \$25,000 to the first current member who completes 1,000 workouts at our Riverside club within one calendar year, verified by our check-in system. No purchase beyond standard membership required. One prize only, first to finish wins.' Petra Marlowe, a member, saw the advertisement, kept her membership, and completed 1,000 verified check-in workouts by November 30, the first member to do so. Brightline refused to pay, explaining that the promotion had been 'discontinued' in June by a notice posted on its corporate website, which Marlowe never saw. The advertisement itself was never retracted in the newspaper where it ran, and signage promoting the challenge remained displayed at the Riverside club through December.

Marlowe sued for breach of contract. The trial court granted summary judgment for Brightline, reasoning that advertisements are invitations to negotiate, not offers, and that no contract could form without a signed agreement. Marlowe appeals. Our review of a grant of summary judgment is de novo, and we view the record in the light most favorable to Marlowe as the non-moving party.

The general rule is that an advertisement is not an offer but an invitation to negotiate. The rule, however, has a settled exception: an advertisement constitutes an offer where it is clear, definite, and explicit, and leaves nothing open for negotiation, particularly where it requests performance of a specific act and limits who may claim the reward. Such an advertisement proposes a unilateral contract, which the offeree accepts not by promising but by completing the requested performance. Moreover, an offeror seeking to revoke a general offer made by publication must give the revocation publicity equal to that given the offer; and once an offeree has begun the requested performance, the offeror's power to revoke is suspended while the offeree completes performance.

Brightline's advertisement was no mere puff. It specified the precise act required (1,000 verified workouts within a year), the eligible class (current members), the verification method, the amount, and a limitation to a single, first-in-time claimant. It left nothing open for negotiation. A reasonable member reading it would understand that Brightline committed itself to pay upon performance. The purported revocation fails twice over: a notice buried on a corporate website is not publicity equivalent to a full-page newspaper advertisement reinforced by in-club signage, and by June, Marlowe, who began her workout streak in January, had long since commenced performance.

Brightline argues that Marlowe suffered no detriment because she 'would have worked out anyway.' The argument misunderstands consideration in unilateral contracts: Marlowe performed the precise act requested, maintaining her membership and completing verified workouts on the offer's terms. Her motive is irrelevant where she knew of the offer and rendered the requested performance.

The judgment of the trial court is REVERSED, and the case is REMANDED with instructions to enter summary judgment for Marlowe on liability. It is so ordered.

81. What is the procedural posture of this case as it reaches the appellate court?

- A. Appeal from the trial court's grant of summary judgment in Brightline's favor.
- B. Direct review of an arbitration award.
- C. Appeal from a dismissal for lack of jurisdiction.
- D. Appeal from a jury verdict for Brightline.

82. Who is the appellant, and what was her role in the trial court?

- A. Marlowe; defendant.
- B. Brightline; plaintiff.
- C. Brightline; defendant.
- D. Marlowe; plaintiff.

83. The central ISSUE on appeal is best framed as:

- A. Whether \$25,000 is excessive.
- B. Whether gym memberships are unconscionable.
- C. Whether Brightline's advertisement was an offer for a unilateral contract that Marlowe accepted by completing performance, despite the attempted website revocation.
- D. Whether the trial judge was biased.

84. Which sentence states the RULE the court applies to the advertisement question?

- A. 'Brightline Fitness operates a chain of gyms.'
- B. 'An advertisement constitutes an offer where it is clear, definite, and explicit, and leaves nothing open for negotiation.'
- C. 'Marlowe sued for breach of contract.'
- D. 'The judgment of the trial court is REVERSED.'

85. Which fact is DISPOSITIVE to the court's conclusion that the ad was an offer rather than an invitation to negotiate?

- A. Brightline operates multiple gym locations.
- B. The ad specified the exact performance, eligible class, verification method, prize, and 'first to finish' limitation, leaving nothing to negotiate.
- C. The ad ran in a newspaper.
- D. Marlowe worked out in the mornings.

86. Why did Brightline's June 'revocation' fail?

- A. Because revocations are never permitted.
- B. Because Marlowe objected in writing.
- C. Revocations must be notarized.
- D. Because a website notice lacked publicity equal to the original full-page ad, still reinforced by in-club signage, and Marlowe had already begun the requested performance, suspending the power to revoke.

87. Brightline argued Marlowe 'would have worked out anyway.' The court rejected this because:

- A. The argument was raised too late.
- B. Motive is irrelevant where the offeree knew of the offer and rendered the precise performance requested.
- C. Exercise is inherently detrimental.
- D. Brightline waived the argument.

88. The HOLDING of Marlowe is best stated as:

- A. All advertisements are offers.
- B. A published advertisement that clearly, definitely, and explicitly promises a specific reward to the first eligible member completing defined, verifiable performance is a unilateral offer; it is accepted by completion of performance and cannot be revoked by lesser-publicity notice after performance has begun.
- C. Gyms must honor all promotions indefinitely.
- D. Summary judgment is unconstitutional.

89. The court's statement that 'a notice buried on a corporate website is not publicity equivalent to a full-page newspaper advertisement' functions in FIRAC terms as:

- A. Application: measuring these facts against the equal-publicity rule.
- B. Pure dicta.
- C. The procedural posture.
- D. The issue.

90. What is the disposition, and what happens next?

- A. Vacated and dismissed.
- B. Remanded for a new appeal.
- C. Affirmed; the case is over and Brightline wins.
- D. Reversed and remanded with instructions to enter summary judgment for Marlowe on liability; the trial court must now implement that ruling.

Deep Dive B — Case Reading: Serrano v. Halcyon Mills Co.

QUESTIONS 91 TO 100

Read the following edited judicial opinion, then answer the questions that follow.

SERRANO v. HALCYON MILLS CO. Supreme Court of Adams (2025). OPINION BY CHEN, J. WINTERS, J., dissenting.

Rosa Serrano worked for Halcyon Mills for 31 years, most recently as head bookkeeper. At a board meeting in 2019, Halcyon's president announced, and the board resolved, that 'in recognition of her long service, Mrs. Serrano shall be paid \$1,500 per month for life upon her retirement, whenever she chooses to retire.' Serrano was told of the resolution that week. Eighteen months later, at age 59, she retired. It is undisputed that she was healthy, well regarded, and could have continued working for years; she testified she retired 'because the pension made it safe to step aside.' Halcyon paid the monthly pension for three years. New management then halted payments, calling the resolution 'an unenforceable gift.' By that time, Serrano was 63, had undergone surgery, and, the trial court found, could no longer obtain comparable employment.

Serrano sued. After a bench trial, the trial court entered judgment for Serrano, awarding the promised monthly payments. Halcyon appeals, contending the promise lacked consideration. We affirm.

Halcyon is correct on the consideration point. The resolution recited Serrano's 'long service,' service already rendered. Past consideration is not consideration: what has already been done cannot be the price of a new promise. Nor did Serrano promise anything in return; the pension was payable whenever she chose to retire. Were a bargain required, this promise would fail.

But a bargain is not the only path to enforcement. Under the doctrine of promissory estoppel, a promise which the promisor should reasonably expect to induce action or forbearance on the part of the promisee, and which does induce such action or forbearance, is binding if injustice can be avoided only by enforcement of the promise. The doctrine does not make every gratuitous promise enforceable; it protects substantial, foreseeable, detrimental reliance.

Each element is met. A company that promises a lifetime pension payable on retirement should reasonably expect a 59-year-old employee to retire in reliance on it; indeed, inducing comfortable retirement is such a promise's evident purpose. Serrano did rely: she surrendered a secure position she could have held for years. And injustice is manifest: after three years of payments confirmed her decision, Serrano's age and health now foreclose any return to comparable work. Her changed position cannot be undone.

Halcyon protests that Serrano retired 'voluntarily' and might have retired anyway. The trial court found otherwise, crediting her testimony that the pension induced the retirement, and that finding is not clearly erroneous. We will not retry credibility on a written record.

As to remedy, Halcyon urges that any recovery be limited to Serrano's provable out-of-pocket reliance losses. The remedy under this doctrine may be limited as justice requires; but where, as here, the reliance is the irreversible surrender of a career and the promise itself fixed a definite measure, \$1,500 monthly for life, enforcing the promise as made is the remedy that justice requires. The judgment is **AFFIRMED**.

WINTERS, J., dissenting. The majority converts a revocable gratuity into a life annuity. Serrano kept every dollar of salary she earned; she gave Halcyon nothing new. Retirement at 59, while one is 'healthy and well regarded,' is a benefit received, not a detriment suffered. I would limit promissory estoppel to cases of demonstrable economic loss and would reverse, or at most remand to measure reliance damages. Today's rule will deter employers from ever announcing generous intentions.

91. The procedural posture of Serrano is:

- A. Interlocutory appeal from a discovery order.
- B. Appeal from summary judgment for Serrano.
- C. Appeal from a judgment for Serrano entered after a bench trial, with Halcyon as appellant.
- D. Appeal from a directed verdict for Halcyon.

92. On the consideration question, the court concludes:

- A. Serrano's 31 years of service were valid consideration.
- B. The promise lacked consideration: the recited 'long service' was past consideration, and Serrano promised nothing in return.
- C. Consideration is presumed from a board resolution.
- D. The \$1,500 payments were consideration.

93. The RULE the court applies to enforce the promise is:

- A. Restatement section 90 promissory estoppel: a promise the promisor should reasonably expect to induce action or forbearance, which does induce it, is binding if injustice can be avoided only by enforcement.
- B. The parol evidence rule.
- C. The mailbox rule.
- D. The mirror image rule.

94. Which fact most directly satisfies the RELIANCE element?

- A. Serrano was head bookkeeper.
- B. Serrano retired at 59 from a secure position she could have held for years, testifying the pension 'made it safe to step aside.'
- C. Halcyon's board passed a resolution.
- D. New management took over.

95. Why was Serrano's reliance FORESEEABLE to Halcyon?

- A. Because the promise was in writing.
- B. Because all employees eventually retire.
- C. Because inducing a comfortable retirement is the evident purpose of promising a lifetime pension payable upon retirement: the promisor should expect exactly this response.
- D. Because Serrano told the board she would retire immediately.

96. The INJUSTICE element is satisfied chiefly because:

- A. Halcyon is a large company.
- B. Serrano's position cannot be restored: after three years of confirmed payments, her age and post-surgery health foreclose comparable employment, so non-enforcement would leave irreversible harm.
- C. The promise used the word 'shall.'
- D. Pensions are favored by public policy.

97. Halcyon argued Serrano 'might have retired anyway.' The appellate court rejected the argument because:

- A. The trial court made a factual finding, crediting Serrano's testimony that the pension induced her retirement, and that finding stands unless clearly erroneous; appellate courts do not retry credibility.
- B. Halcyon failed to file the argument on time.
- C. Retirement is always involuntary.
- D. The argument is legally irrelevant.

98. On remedy, the court holds:

- A. Nominal damages only.
- B. Specific performance of continued employment.
- C. Recovery is capped at out-of-pocket losses in all estoppel cases.
- D. Although section 90 relief 'may be limited as justice requires,' justice here requires enforcing the promise as made, \$1,500 monthly for life, because the reliance (an irreversibly surrendered career) cannot be valued and the promise fixed a definite measure.

99. Which statement best captures the DISSENT's core argument?

- A. Serrano should have won more money.
- B. Promissory estoppel should be abolished entirely.
- C. Retirement while healthy was a benefit, not a detriment; estoppel should require demonstrable economic loss, and at most the case should be remanded to measure reliance damages, otherwise employers will stop announcing generous intentions.
- D. The majority misread the statute of frauds.

100. If a future plaintiff retired in reliance on a similar pension promise but was rehired at equal pay two weeks after payments stopped, the BEST use of Serrano by the defendant is:

- A.** Serrano is binding and compels judgment for the plaintiff.
- B.** Distinguish Serrano: its injustice element rested on irreversible loss of employability; a plaintiff promptly and fully re-employed suffered no comparable irreversible reliance harm, so non-enforcement works no injustice.
- C.** Argue Serrano was wrongly decided.
- D.** Cite the dissent as controlling law.

Answer Key

Score yourself, then review every question you missed and every question you guessed.

1	A	2	A	3	D	4	B	5	A	6	D	7	D	8	B	9	A	10	D
11	D	12	B	13	A	14	A	15	C	16	B	17	A	18	D	19	C	20	B
21	A	22	D	23	C	24	C	25	A	26	A	27	C	28	B	29	A	30	D
31	C	32	A	33	A	34	D	35	C	36	B	37	A	38	D	39	C	40	B
41	A	42	C	43	C	44	B	45	A	46	A	47	C	48	B	49	A	50	D
51	C	52	C	53	D	54	D	55	C	56	B	57	A	58	D	59	B	60	B
61	A	62	D	63	C	64	C	65	A	66	D	67	B	68	B	69	A	70	C
71	C	72	B	73	A	74	B	75	C	76	A	77	A	78	B	79	A	80	B
81	A	82	D	83	C	84	B	85	B	86	D	87	B	88	B	89	A	90	D
91	C	92	B	93	A	94	B	95	C	96	B	97	A	98	D	99	C	100	B

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