



# CIVIL LAW REVIEW EXAM

PENNSYLVANIA MJEB

PAGE  
**1**  
OF 12



## CIVIL PROCEDURE FUNDAMENTALS

- 1** The jurisdictional limit for most Pennsylvania MDJ civil claims is:

A. \$8,000  
B. \$10,000  
C. \$12,000  
D. \$15,000

- 2** A plaintiff files a civil complaint seeking \$13,500 in damages. The MDJ:

A. Has jurisdiction  
B. Lacks jurisdiction  
C. May hear the case if both parties agree  
D. May reduce the claim and proceed

### EXAM TRAP – KNOW THE DIFFERENCE

| ASSUMPSIT                                                                                                                                                                 | TRESPASS                                                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| = Contract                                                                                                                                                                | = Tort                                                                                                                                                          |
| <ul style="list-style-type: none"> <li>Broken Promise</li> <li>Agreement-Based</li> <li>Examples: breach of contract, unpaid loan, failure to perform services</li> </ul> | <ul style="list-style-type: none"> <li>Broken Duty</li> <li>Injury-Based</li> <li>Examples: negligence, property damage, personal injury, defamation</li> </ul> |

- 3** A homeowner sues a contractor for failing to complete agreed-upon renovations. The action is:

A. Criminal  
B. Equity  
C. Assumpsit  
D. Trespass

- 4** A driver negligently strikes a mailbox causing property damage. The lawsuit is:

A. Assumpsit  
B. Trespass  
C. Criminal  
D. Equity

- 5** Which burden of proof generally applies in civil actions?

A. Beyond a Reasonable Doubt  
B. Probable Cause  
C. Clear and Convincing Evidence  
D. Preponderance of the Evidence

- 6** Preponderance of the evidence means:

A. Beyond all doubt  
B. More likely true than not true  
C. Near certainty  
D. Probable cause exists

- 7** Which of the following is generally a civil action?

A. Burglary  
B. DUI  
C. Breach of Contract  
D. Theft

- 8** A plaintiff seeks money damages after a neighbor negligently damages a fence. This is primarily:

A. Criminal law  
B. Civil law  
C. Family law  
D. Constitutional law

- 9** A plaintiff asks the MDJ to determine ownership of disputed real estate. The MDJ should:

A. Decide ownership  
B. Determine title then award damages  
C. Hear the matter if both parties consent  
D. Decline because title to real estate is involved

- 10** Which matter is generally outside MDJ civil jurisdiction?

A. Security deposit dispute  
B. Breach of contract  
C. Personal injury claim under \$12,000  
D. Injunction request

- 11** A tenant sues a landlord seeking return of a security deposit. The action is most properly classified as:

A. Assumpsit  
B. Criminal  
C. Equity  
D. Habeas Corpus

- 12** A plaintiff alleges the defendant's negligence caused \$5,000 in property damage. The action is:

A. Assumpsit  
B. Equity  
C. Trespass  
D. Criminal

### MDJ CIVIL JURISDICTION

42 Pa.C.S. §1515

MDJs have jurisdiction over civil claims up to \$12,000, exclusive of interest and costs.



### REMEMBER

- Assumpsit = Contract
- Trespass = Tort
- Civil Burden = Preponderance of the Evidence (More likely true than not true)
- MDJs cannot determine title to real estate.

### OUTSIDE MDJ AUTHORITY

- ✗ Title to real estate
- ✗ Divorce actions
- ✗ Equity jurisdiction
- ✗ Injunctions
- ✗ Punitive damages in excess of limits

### CIVIL vs. CRIMINAL

| CIVIL                           | CRIMINAL                   |
|---------------------------------|----------------------------|
| Private Party vs. Private Party | Commonwealth vs. Defendant |
| Money Damages                   | Punishment Possible        |
| Preponderance of the Evidence   | Beyond a Reasonable Doubt  |



ANSWERS TO ALL QUESTIONS ARE PROVIDED IN THE **ANSWER KEY** SECTION ONLY.





# CIVIL LAW REVIEW EXAM

## PENNSYLVANIA MJEB

PAGE  
2  
OF 12



### VENUE, FILING CIVIL COMPLAINTS & RULE 302

**1** Which rule addresses the proper venue for MDJ civil cases?

- A. Rule 101
- B. Rule 200
- C. Rule 302
- D. Rule 321

**2** A defendant resides in Allegheny County, but the plaintiff filed the complaint in Montgomery County. This is:

- A. Proper venue
- B. Improper venue
- C. Subject matter jurisdiction
- D. Personal jurisdiction

**3** Under Rule 302, venue is generally proper where the defendant:

- A. Works
- B. Does business
- C. Resides
- D. All of the above

**4** A defendant neither resides, works, nor does business in the county where the case was filed. The MDJ should:

- A. Dismiss the case
- B. Transfer to proper county
- C. Proceed if both parties agree
- D. Reduce damages and proceed

**5** A defendant has 20 days after service of the complaint to object to improper venue under Rule 302.

- A. True
- B. False

**6** Which of the following is NOT a proper venue basis under Rule 302?

- A. Where the defendant resides
- B. Where the cause of action arose
- C. Where the defendant does business
- D. Where the plaintiff resides

**7** A plaintiff files a complaint in the proper county, but the amount claimed exceeds the MDJ civil jurisdictional limit.

- A. Venue is proper but jurisdiction is lacking
- B. Venue is improper
- C. Both venue and jurisdiction are lacking
- D. The amount can be reduced by the MDJ

**8** Which rule sets the requirements for the content of a civil complaint in MDJ court?

- A. Rule 200
- B. Rule 302
- C. Rule 307
- D. Rule 509

**9** A civil complaint must contain all of the following EXCEPT:

- A. A short and plain statement of the claim
- B. The amount of damages sought
- C. A detailed list of all evidence
- D. The relief requested

**10** A plaintiff files a complaint that does not include the amount of damages sought. The MDJ should:

- A. Dismiss the complaint
- B. Allow the plaintiff to amend
- C. Enter judgment for defendant
- D. Reduce the amount to \$12,000

**11** Which statement regarding civil complaints is TRUE?

- A. They must be in longhand only
- B. They must be verified by an affidavit
- C. They must be signed by the plaintiff
- D. They must contain legal citations

**12** A plaintiff files a complaint in the wrong county and the defendant timely objects. The MDJ most likely will:

- A. Dismiss the case
- B. Transfer venue to the proper county
- C. Continue the case
- D. Proceed if the plaintiff agrees

#### REMEMBER

##### Rule 302 – Venue

Venue is proper where the defendant:

- Resides
- Works
- Does business
- Or where the cause of action arose



#### EXAM TRAP



Venue is NOT subject matter jurisdiction.

Improper venue must be objected to within 20 days after service or it is waived!

#### COMPLAINT BASICS (RULE 200)

- Short and plain statement of claim
- Facts showing entitlement to relief
- Amount of damages sought
- Relief requested
- Signed by plaintiff

#### KEY TERMINOLOGY

**Venue:** The proper county or place for a case.

**Jurisdiction:** The legal authority of the court to hear the type of case.



ANSWERS TO ALL QUESTIONS ARE PROVIDED IN THE ANSWER KEY SECTION ONLY.





# CIVIL LAW REVIEW EXAM

## PENNSYLVANIA MJEB

PAGE  
**3**  
OF 12



### SERVICE OF COMPLAINTS – RULE 307

**1** Under Rule 307, who may serve a civil complaint in MDJ court?

- A. The plaintiff only
- B. Any person not a party to the case
- C. A police officer only
- D. The MDJ only

**2** Personal service under Rule 307 means that the complaint is:

- A. Sent by certified mail
- B. Delivered directly to the defendant
- C. Left at the defendant's residence
- D. Posted on the court bulletin board

**3** If the defendant avoids personal service, the plaintiff may use:

- A. Publication only
- B. Certified mail only
- C. Substituted service or publication
- D. Service by phone

**4** Substituted service under Rule 307 may be made by leaving the complaint with:

- A. The defendant's employer
- B. Any family member
- C. A responsible adult at the defendant's residence or usual place of abode
- D. The defendant's neighbor

**5** When substituted service is used, the plaintiff must also:

- A. File an affidavit of service
- B. Send the complaint by certified mail
- C. Publish notice in a newspaper
- D. Contact the defendant by telephone

**6** Publication service under Rule 307 is permitted only when:

- A. The defendant lives out of state
- B. The defendant's location is unknown and cannot be ascertained with due diligence
- C. The defendant refuses to accept mail
- D. The plaintiff prefers publication

**7** Before using publication service, the plaintiff must file:

- A. A motion for default judgment
- B. An affidavit of due diligence
- C. A praecipe for judgment
- D. A notice to appear

**8** An affidavit of due diligence must show that the plaintiff:

- A. Spoke with the defendant's relatives
- B. Completed a reasonable search for the defendant's location
- C. Contacted the defendant by email
- D. Resides in the county of filing

**9** How many times must the notice be published under Rule 307?

- A. Once
- B. Twice
- C. Three successive weeks
- D. Four times

**10** After completing publication, the plaintiff must file with the court:

- A. Proof of mailing
- B. Proof of publication
- C. Proof of payment
- D. Proof of residence

**11** A defendant served by publication has how many days to file a notice to defend after the last publication?

- A. 10 days
- B. 15 days
- C. 20 days
- D. 30 days

**12** If a defendant does not file a notice to defend within the required time after proper service (personal, substituted, or publication), the plaintiff may:

- A. Enter judgment by agreement
- B. Enter default and request judgment
- C. Dismiss the complaint
- D. Reduce the damages and proceed

#### REMEMBER



#### Rule 307 – Service of Civil Complaints

- ✓ Personal Service =  
Handed directly to defendant
- ✓ Substituted Service =  
Left with responsible adult at residence  
AND mail copy
- ✓ Publication Service =  
Last resort when location unknown  
(after due diligence)

#### EXAM TRAP



- DO NOT use publication as your first choice.
- You must show due diligence before publication.
- Substituted service ALWAYS requires mailing a copy.

#### DUE DILIGENCE EXAMPLES



- Check defendant's last known address
- Contact relatives or neighbors
- Check public records
- Search employer
- Review court filings

#### TIME TO DEFEND



#### 20 DAYS

After service is complete (personal, substituted, or publication)  
File Notice to Defend or risk default.



ANSWERS TO ALL QUESTIONS ARE PROVIDED IN THE ANSWER KEY SECTION ONLY.





# CIVIL LAW REVIEW EXAM

## PENNSYLVANIA MJEB

PAGE  
4  
OF 12



### DEFAULTS, CONTINUANCES & BASIC PROCEDURES

**1** A defendant was properly served but fails to file a notice to defend within the required time. The plaintiff should:

- A. Dismiss the complaint
- B. Request default judgment
- C. Transfer the case
- D. Reduce the claim amount

**2** How many days does a defendant have to file a notice to defend after being personally served with a civil complaint?

- A. 10 days
- B. 15 days
- C. 20 days
- D. 30 days

**3** If the last day to file a notice to defend falls on a Saturday, Sunday, or legal holiday, the deadline is extended to:

- A. The next court day
- B. The next business day
- C. The following Monday
- D. 24 hours later

**4** A defendant files a timely notice to defend but fails to appear at the scheduled hearing. The MDJ may:

- A. Continue the case automatically
- B. Enter judgment by default
- C. Reduce the damages
- D. Dismiss the case without prejudice

**5** A continuance in MDJ civil court may be granted for which of the following?

- A. Convenience of the parties
- B. Lack of preparation
- C. Witness unavailable with good cause
- D. All of the above

**6** A continuance request should generally be made:

- A. At the hearing
- B. After the hearing starts
- C. As soon as the need is known
- D. Only in writing 30 days prior

**7** Which of the following is TRUE regarding default judgment in MDJ court?

- A. It is automatic if the defendant misses the hearing
- B. It is entered only upon the plaintiff's request
- C. It is granted only if damages exceed \$1,000
- D. It must be approved by the Appellate Court

**8** Before entering a default judgment, the MDJ must determine:

- A. The defendant's credit score
- B. The amount of damages proved
- C. The plaintiff's income
- D. The defendant's intentions

**9** If a defendant files a notice to defend but later misses the hearing without good cause, the MDJ may:

- A. Continue the case
- B. Enter judgment by default
- C. Transfer the case
- D. Dismiss the complaint

**10** Which of the following is NOT a valid reason for a continuance?

- A. Serious illness with documentation
- B. Witness unavailable despite due diligence
- C. Party's vacation plans
- D. Court scheduling conflict

**11** A plaintiff obtains a default judgment for \$2,000. The defendant later files a petition to open the judgment. The MDJ may open the judgment if:

- A. The defendant simply forgot the hearing
- B. The defendant shows a meritorious defense and good cause
- C. The plaintiff agrees
- D. It has been less than 10 days

**12** Which document is used to request a default judgment after proper service and failure to defend?

- A. Motion for Continuance
- B. Petition to Open Judgment
- C. Praecipe for Entry of Judgment
- D. Notice of Appeal

#### REMEMBER



##### CIVIL DEADLINES

- 20 DAYS to file Notice to Defend after personal, substituted, or publication service.
- Failure to defend = Default possible.



#### EXAM TRAP



- Default judgment is NOT automatic.
- Plaintiff MUST request it.
- MDJ must still determine damages.
- A judgment can be opened if defendant shows meritorious defense and good cause.

#### CONTINUANCE GUIDELINES

##### Grant for:



- ✓ Good cause shown
- ✓ Not for delay
- ✓ Witness unavailable
- ✓ Illness
- ✓ Court conflict

##### Deny if:

- ✗ For convenience only
- ✗ Lack of preparation
- ✗ Vacation plans
- ✗ Repeated requests

#### PROCEDURAL TIMELINE



- Service of Complaint
- 20 DAYS  
File Notice to Defend
- Case Management  
(Hearing Scheduled)
- Hearing Date
- Fail to Appear  
(Default Possible)
- Plaintiff Requests  
Default Judgment
- MDJ Determines  
Damages
- Judgment Entered



ANSWERS TO ALL QUESTIONS ARE PROVIDED IN THE **ANSWER KEY** SECTION ONLY.





# CIVIL LAW REVIEW EXAM

## PENNSYLVANIA MJEB

PAGE  
5  
OF 12



### EVIDENCE IN CIVIL CASES & RULES OF PRACTICE

**1** Which rule governs the admission of evidence in MDJ civil cases?

- A. Rule 101
- B. Rule 200
- C. Rule 321
- D. Rule 509

**2** Which of the following best describes the standard of proof in most civil cases?

- A. Beyond a reasonable doubt
- B. Clear and convincing evidence
- C. Probable cause
- D. Preponderance of the evidence

**3** "Preponderance of the evidence" means:

- A. More than 99% certain
- B. More likely true than not true
- C. Undisputed by either party
- D. Based solely on opinion

**4** Hearsay evidence is:

- A. Always admissible in civil cases
- B. Evidence based on personal knowledge
- C. A statement made out of court offered to prove the truth of the matter asserted
- D. Testimony from the plaintiff only

**5** Which of the following is generally NOT hearsay?

- A. A witness testifies about what they saw
- B. A police report
- C. Another person's out-of-court statement being offered for its truth
- D. A letter written by the defendant

**6** Which rule allows MDJs to receive evidence that is the type of evidence a reasonable person would rely on in daily life?

- A. Rule 200
- B. Rule 201
- C. Rule 202
- D. Rule 203

**7** Which of the following is considered competent evidence?

- A. Rumors from neighbors
- B. A witness's opinion on what happened
- C. A written contract signed by both parties
- D. A statement made on social media

**8** A business record, such as an invoice or ledger, may be admitted if:

- A. It is notarized
- B. The witness preparing it is present
- C. It was made in the regular course of business
- D. Both A and B

**9** Opinion testimony is generally admissible in civil cases when:

- A. The witness has personal knowledge
- B. The opinion will assist the trier of fact
- C. The matter is within the witness's area of expertise
- D. All of the above

**10** Which of the following is an example of impeachment evidence?

- A. A witness's prior conviction for dishonesty
- B. A witness's testimony under oath
- C. A document admitted by both parties
- D. A photograph of the scene

**11** Which statement about exhibits is TRUE?

- A. Exhibits must be in the original form
- B. Exhibits must be admitted before they can be shown to the fact finder
- C. Any exhibit may be taken home by either party
- D. Exhibits are not allowed in MDJ court

**12** A party objects to evidence. The MDJ sustains the objection. What happens?

- A. The evidence is automatically admitted
- B. The evidence is stricken and ignored
- C. The other party must pay a fine
- D. The case is dismissed

#### REMEMBER



##### CIVIL BURDEN OF PROOF

Preponderance of the Evidence  
= More likely true than not true



Just over 50%

#### EXAM TRAP



- Hearsay = Statement out of court offered for the truth of the matter asserted.
- Business records are an exception to hearsay.
- MDJs use the Rules of Evidence, not strict technical rules.

#### RULE 200 – EVIDENCE GENERALLY



MDJs may admit any relevant evidence that is competent and material.

Competent evidence:

- Type of evidence a reasonable person would rely on in important decisions.
- Not based on speculation, conjecture, or rumors.

#### KEY EVIDENCE CONCEPTS



- ✓ Relevant
- ✓ Competent
- ✓ Material
- ✓ Reliable
- ✓ Helpful to the trier of fact

#### EVIDENCE QUICK GUIDE



|                   |                                                     |
|-------------------|-----------------------------------------------------|
| Hearsay           | Generally NOT admissible (unless exception applies) |
| Business Records  | YES, if kept in regular course of business          |
| Opinion Testimony | YES, if helpful and based on knowledge or expertise |
| Exhibits          | Must be admitted before considered                  |
| Burden of Proof   | Preponderance of the Evidence                       |



ANSWERS TO ALL QUESTIONS ARE PROVIDED IN THE ANSWER KEY SECTION ONLY.





# CIVIL LAW REVIEW EXAM

PENNSYLVANIA MJEB

PAGE  
6  
OF 12



## CONTRACTS FUNDAMENTALS

- 1** A contract is best defined as:
- A. A promise a court will enforce
  - B. A written agreement only
  - C. Any agreement between two people
  - D. A promise witnessed by a notary

- 2** Which three elements form the foundation of a contract?
- A. Duty, Breach, Damages
  - B. Offer, Acceptance, Consideration
  - C. Capacity, Legality, Form
  - D. Promise, Performance, Remedy

- 3** Which of the following is NOT one of the seven requirements for contract enforcement?
- A. Capacity
  - B. Legality
  - C. Consideration
  - D. Notarization

- 4** An agreement where both parties exchange promises is:
- A. Void
  - B. Unilateral
  - C. Bilateral
  - D. Executed

- 5** An agreement where one party promises something in exchange for an act is:
- A. Bilateral
  - B. Unilateral
  - C. Voidable
  - D. Express

- 6** A valid contract generally promotes:
- A. Criminal punishment
  - B. Enforcement of private agreements
  - C. Government regulation
  - D. Equity jurisdiction

- 7** A contract created through spoken words is generally:
- A. Implied
  - B. Express
  - C. Void
  - D. Executory

- 8** A contract inferred from conduct rather than words is:
- A. Express
  - B. Bilateral
  - C. Implied
  - D. Formal

- 9** Which contract classification means a court will enforce it?
- A. Void
  - B. Voidable
  - C. Valid
  - D. Executory

- 10** A contract that never had legal effect is:
- A. Valid
  - B. Executed
  - C. Void
  - D. Bilateral

- 11** The person receiving an offer is called the:
- A. Offeror
  - B. Offeree
  - C. Promisor
  - D. Promisee

- 12** The person making an offer is called the:
- A. Offeror
  - B. Offeree
  - C. Plaintiff
  - D. Obligor

### EXAM TRAP



#### 3 ELEMENTS OF A CONTRACT

- ☒ Offer
- ☒ Acceptance
- ☒ Consideration

#### 7 REQUIREMENTS FOR ENFORCEMENT

- ☒ Offer
- ☒ Acceptance
- ☒ Consideration
- ☒ Capacity
- ☒ Legality
- ☒ Genuineness of Assent
- ☒ Form

### REMEMBER



#### CONTRACT PURPOSE

- Stability in the marketplace
- Enforcement of private agreements
- Protection of reasonable expectations

### KEY DEFINITIONS

|            |                     |
|------------|---------------------|
| Offeror    | Makes the offer     |
| Offeree    | Receives the offer  |
| Bilateral  | Promise for Promise |
| Unilateral | Promise for Act     |
| Express    | Words               |
| Implied    | Conduct             |
| Valid      | Enforceable         |
| Void       | Never enforceable   |



#### CONTRACT FACTS

- Contracts allow people to plan and rely on promises.
- Courts enforce valid contracts to promote fairness.
- If a contract is void, the court will not enforce it.



#### MJEB TIP

Know the 3 elements and the 7 requirements. Many questions try to confuse the two!



ANSWERS TO ALL QUESTIONS ARE PROVIDED IN THE ANSWER KEY SECTION ONLY.





# CIVIL LAW REVIEW EXAM

PENNSYLVANIA MJEB

PAGE  
7  
OF 12



## OFFER, ACCEPTANCE & CONSIDERATION

**1** An offer is best defined as:

- A. A promise to do something
- B. A request for information
- C. A clear and definite proposal to enter into an agreement
- D. A statement of past fact

**2** Which statement regarding an offer is TRUE?

- A. It must be in writing
- B. It must include consideration
- C. It must be communicated to the offeree
- D. It cannot be made by email

**3** An offer can be terminated by:

- A. Acceptance
- B. Rejection
- C. Counteroffer
- D. All of the above

**4** Which of the following is NOT a valid acceptance?

- A. Express acceptance
- B. Acceptance by conduct
- C. Acceptance by silence
- D. Acceptance within the time specified

**5** The "mirror image rule" means:

- A. Acceptance must exactly match the offer
- B. The offeree can change any terms
- C. Silence is considered acceptance
- D. Consideration must be mirrored

**6** A counteroffer is:

- A. A rejection of the original offer
- B. An acceptance of the original offer
- C. A new offer with different terms
- D. A request for more time

**7** Consideration is best defined as:

- A. A legal benefit to the promisor
- B. Something of value that is exchanged between the parties
- C. A promise to perform in the future
- D. The damages paid for a breach

**8** Which of the following is valid consideration?

- A. A promise to do something
- B. Payment of money
- C. Forbearance to sue
- D. All of the above

**9** Which of the following is NOT consideration?

- A. A past act
- B. A legal detriment
- C. A pre-existing duty
- D. A return promise

**10** A promise to pay a larger amount than owed is:

- A. Valid consideration
- B. Not valid consideration
- C. Valid only in writing
- D. Consideration only if paid

**11** Forbearance to sue is valid consideration when:

- A. The claim is already time-barred
- B. The claim is made in good faith
- C. The claim is for a past act
- D. The claim is unsupported by facts

**12** Which of the following best combines the 3 elements of a contract?

- A. Offer, Acceptance, Consideration
- B. Capacity, Legality, Form
- C. Duty, Breach, Damages
- D. Promise, Performance, Remedy

### EXAM TRAP



- Silence is generally NOT acceptance.
- A past act is NOT consideration.
- A pre-existing duty is NOT consideration.
- A counteroffer ends the original offer.

### REMEMBER



#### OFFER

- Must be clear, definite, and communicated to the offeree.

#### ACCEPTANCE

- Must match the offer (mirror image rule).
- Must be communicated.

#### CONSIDERATION

- Something of value exchanged between the parties.

### ELEMENTS OF A CONTRACT

1. Offer



2. Acceptance



3. Consideration



### QUICK COMPARISON

| TERM               | MEANING                                      |
|--------------------|----------------------------------------------|
| Offer              | Proposal to enter into an agreement          |
| Acceptance         | Agreement to the terms of the offer          |
| Consideration      | Something of value given or promised         |
| Counteroffer       | New offer that rejects the original offer    |
| Forbearance to Sue | Agreement not to sue (if made in good faith) |

### KEY TAKEAWAY



A contract is formed only when there is:

- ✓ A valid offer
- ✓ A valid acceptance
- ✓ Valid consideration



ANSWERS TO ALL QUESTIONS ARE PROVIDED IN THE ANSWER KEY SECTION ONLY.





# CIVIL LAW REVIEW EXAM

PENNSYLVANIA MJEB

PAGE  
8  
OF 12



## CONTRACT FORMATION & COMMUNICATION

**1** A revocation of an offer is effective when it:

- A. Is received by the offeree
- B. Is mailed to the offeree
- C. Is published in a newspaper
- D. Is announced to the public

**2** Which method of communication creates a binding contract once accepted?

- A. Face-to-face conversation
- B. Telephone call
- C. Email exchange
- D. All of the above

**3** An acceptance must occur:

- A. Within a reasonable time
- B. In the exact form as the offer
- C. Before the offer is revoked
- D. All of the above

**4** Which of the following is considered an acceptance by conduct?

- A. Signing a contract
- B. Making a payment
- C. Beginning performance
- D. All of the above

**5** A "mailbox rule" generally applies:

- A. To offer revocations
- B. To contract acceptances
- C. Only to option contracts
- D. Only to written contracts

**6** An option contract is best defined as:

- A. A contract that can be terminated at any time
- B. A contract giving the offeree the power to accept later
- C. A contract that must be in writing
- D. A contract for real estate only

**7** Which statement about an option contract is TRUE?

- A. It must be supported by consideration
- B. It is not a binding contract
- C. It can be revoked at any time
- D. It requires court approval

**8** Which of the following is NOT a method of revoking an offer?

- A. Communication to the offeree
- B. Destruction of the offer
- C. Acceptance by a third party
- D. Issuing a new offer

**9** Silence by the offeree is generally NOT considered:

- A. An acceptance
- B. A rejection
- C. Consent to the offer
- D. Consideration

**10** If an acceptance adds new terms to the original offer, it is considered:

- A. A valid acceptance
- B. A counteroffer
- C. A revocation
- D. An option

**11** A contract is formed when there is:

- A. An offer only
- B. Acceptance only
- C. Mutual assent (offer + acceptance)
- D. Consideration only

**12** Which is essential for a valid contract formed through communication?

- A. Clear offer and acceptance
- B. Mutual intent to be bound
- C. Consideration exchanged
- D. All of the above

### EXAM TRAP



- Silence is NOT acceptance.
- A counteroffer is a rejection of the original offer.
- An offer can be revoked any time before acceptance.
- Acceptance must mirror the offer unless it is a counteroffer.

### REMEMBER



#### OFFER

- Must be clear, definite, and communicated.

#### ACCEPTANCE

- Must mirror the offer.
- Must be communicated.
- Must occur before revocation.

#### CONSIDERATION

- Something of value exchanged.

#### CONTRACT FORMATION

- Occurs when there is offer, acceptance, and consideration with intent to be bound.

### TIMING MATTERS

| CONCEPT         | RULE                                   |
|-----------------|----------------------------------------|
| Revocation      | Effective when received by offeree.    |
| Acceptance      | Effective when sent (mailbox rule).    |
| Counteroffer    | Terminates the original offer.         |
| Option Contract | Keeps offer open for a specified time. |

### COMMUNICATION METHODS THAT CAN FORM CONTRACTS

- Face-to-face conversation
- Telephone call
- Email or text message
- Mail or written letter
- Conduct or performance



### KEY TAKEAWAY

- ✓ A contract is formed by offer, acceptance, and consideration.
- ✓ Communication and timing are critical.
- ✓ Silence seldom creates a contract.
- ✓ Counteroffers reject the original offer.



### MJEB TIP

Look for the word "NOT" in questions! Many wrong answers turn a true rule backwards.



ANSWERS TO ALL QUESTIONS ARE PROVIDED IN THE ANSWER KEY SECTION ONLY.





# CIVIL LAW REVIEW EXAM

PENNSYLVANIA MJEB

PAGE  
9  
OF 12



## CAPACITY, LEGALITY & CONTRACT DEFENSES

**1** Which of the following is required for a person to have capacity to enter into a contract?

- A. Be at least 18 years old
- B. Be of sound mind
- C. Be a U.S. citizen
- D. Have a college degree

**2** A contract entered into by a minor is generally:

- A. Valid
- B. Void
- C. Voidable
- D. Illegal

**3** If a minor disaffirms a contract, what must be returned?

- A. Nothing
- B. Only the benefits received
- C. Only the consideration paid
- D. The consideration paid, if possible

**4** A contract entered into by a person who is mentally incapacitated is:

- A. Valid
- B. Void
- C. Voidable
- D. Unenforceable only if breached

**5** A contract entered into while intoxicated is generally:

- A. Valid
- B. Void
- C. Voidable
- D. Automatically illegal

**6** An illegal contract is:

- A. Valid but unenforceable
- B. Void from its inception
- C. Voidable at the option of one party
- D. Enforceable if ratified

**7** Fraud in the inducement occurs when:

- A. A party knows the contract is illegal
- B. One party makes a material false statement to induce agreement
- C. A mistake is made in writing
- D. A party changes their mind

**8** Misrepresentation is:

- A. An intentional false statement of fact that induces agreement
- B. A promise made without intent to perform
- C. A statement of opinion
- D. A mistake by both parties

**9** Duress means:

- A. Persuasion through lawful pressure
- B. Wrongful threats leaving no reasonable alternative
- C. A mutual mistake
- D. Lack of consideration

**10** Undue influence occurs when:

- A. One party exerts excessive influence over another due to a relationship of trust
- B. A threat is made
- C. Both parties have equal knowledge
- D. A mistake is made

**11** A mutual mistake of fact is:

- A. A mistake by only one party
- B. A shared incorrect belief about a material fact
- C. A mistake about the law
- D. A misrepresentation

**12** The Statute of Frauds requires certain contracts to be in writing, including:

- A. Contracts not to be performed within one year
- B. Contracts for the sale of land
- C. Contracts for goods over \$500
- D. All of the above

### EXAM TRAP



- VOID = No legal effect from the beginning.
- VOIDABLE = Valid until avoided by one of the parties.
- Fraud and duress make a contract VOIDABLE, not void.
- Illegality usually makes a contract VOID.
- A minor's contract is VOIDABLE, not void.

### REMEMBER



#### CAPACITY

Parties must be of legal age and sound mind.



#### LEGALITY

Contracts with an illegal purpose are void.



#### DEFENSES

Certain defenses make a contract voidable.



#### BURDEN OF PROOF

The party claiming a defense must prove it.

### CONTRACT DEFENSES AT A GLANCE

| DEFENSE           | EFFECT                          |
|-------------------|---------------------------------|
| Minority          | Voidable                        |
| Mental Incapacity | Voidable                        |
| Intoxication      | Voidable                        |
| Fraud             | Voidable                        |
| Misrepresentation | Voidable                        |
| Duress            | Voidable                        |
| Undue Influence   | Voidable                        |
| Mutual Mistake    | May Rescind                     |
| Illegality        | Void                            |
| Statute of Frauds | Unenforceable Unless in Writing |



### MJEB TIP

Many exam questions ask: "Is the contract VOID or VOIDABLE?" Know the difference!



### KEY TAKEAWAY

- ✓ Parties must have capacity to contract.
- ✓ Contracts must be legal and for a lawful purpose.
- ✓ Defenses can make a contract voidable.
- ✓ Know the difference between void and voidable.



ANSWERS TO ALL QUESTIONS ARE PROVIDED IN THE ANSWER KEY SECTION ONLY.





# CIVIL LAW REVIEW EXAM

PENNSYLVANIA MJEB

PAGE  
10  
OF 12



## TORTS FUNDAMENTALS

**1** A tort is best defined as:

- A. A breach of contract
- B. A civil wrong causing harm
- C. A crime against society
- D. A violation of statute

**2** Which of the following is an intentional tort?

- A. Negligence
- B. Assault
- C. Strict liability
- D. Defamation

**3** An act that creates a reasonable apprehension of imminent harmful contact is:

- A. Battery
- B. Assault
- C. False imprisonment
- D. Trespass

**4** An intentional harmful or offensive contact with another is:

- A. Trespass
- B. Battery
- C. Conversion
- D. Negligence

**5** The unlawful restraint of another against their will is:

- A. Assault
- B. Battery
- C. False imprisonment
- D. Trespass to land

**6** Entering and invading another's land without permission is:

- A. Trespass to land
- B. Trespass to chattels
- C. Conversion
- D. Nuisance

**7** Interfering with someone's personal property is called:

- A. Trespass to land
- B. Trespass to chattels
- C. Conversion
- D. Negligence

**8** Wrongfully exercising control over another's personal property is:

- A. Trespass
- B. Conversion
- C. Detinue
- D. Replevin

**9** Negligence is best defined as a failure to exercise:

- A. Intentional harm
- B. Ordinary care
- C. Strict liability
- D. Legal duty

**10** The first element of negligence is:

- A. Breach of duty
- B. Duty of care
- C. Causation
- D. Damages

**11** Strict liability applies primarily to:

- A. Negligent acts
- B. Intentional torts
- C. Abnormally dangerous activities
- D. Breach of contract

**12** Which of the following is an example of strict liability?

- A. Car accident
- B. Product defect
- C. Medical malpractice
- D. Slip and fall

### EXAM TRAP



- Assault = Threat
- Battery = Actual harmful contact
- False Imprisonment = Restraint of movement
- Trespass to Land = Interference with land
- Trespass to Chattels = Interference with personal property
- Conversion = Control over personal property
- Negligence = Lack of ordinary care
- Strict Liability = No fault required

### REMEMBER



#### INTENTIONAL TORTS

Involve intent to cause harm or offensive contact.



#### NEGLIGENCE

Involves a failure to use ordinary care.



#### STRICT LIABILITY

Applies regardless of fault in certain activities.



#### DAMAGES

The injured party must prove actual harm.

### TORTS AT A GLANCE

| TORT TYPE            | EXAMPLE                                    |
|----------------------|--------------------------------------------|
| Assault              | Threatening someone with harm              |
| Battery              | Hitting someone                            |
| False Imprisonment   | Unlawfully locking someone in a room       |
| Trespass to Land     | Entering someone's land without permission |
| Trespass to Chattels | Damaging someone's car                     |
| Conversion           | Taking someone's property                  |
| Negligence           | Failing to clean up a spill in a store     |
| Strict Liability     | Explosion from blasting nearby             |



### MJEB TIP

Always identify the type of tort first. The facts will usually point you to the correct classification.



### KEY TAKEAWAY

- ✓ Torts protect individuals from civil wrongs.
- ✓ Identify the type of tort before analyzing the facts.
- ✓ Prove duty, breach, causation, and damages for negligence.
- ✓ Some torts, like strict liability, do not require intent or fault.



ANSWERS TO ALL QUESTIONS ARE PROVIDED IN THE ANSWER KEY SECTION ONLY.





# CIVIL LAW REVIEW EXAM

## PENNSYLVANIA MJEB

PAGE  
**11**  
OF 12



### NEGLIGENCE, COMPARATIVE NEGLIGENCE & DEFAMATION

- 1** Negligence requires proof of:
- A. Duty, Breach, Causation, Damages
  - B. Offer, Acceptance, Consideration
  - C. Intent, Contact, Harm
  - D. Duty, Intent, Harm

- 2** The first element of negligence is:
- A. Damages
  - B. Breach
  - C. Duty
  - D. Causation

- 3** A defendant breaches a duty when he:
- A. Acts as a reasonable person would
  - B. Fails to exercise reasonable care
  - C. Intends to cause harm
  - D. Signs a contract

- 4** "Actual Cause" is often tested using which question?
- A. Was the conduct intentional?
  - B. Was there a duty?
  - C. But for the defendant's conduct, would the injury have occurred?
  - D. Was there a contract?

- 5** "Proximate Cause" focuses on:
- A. Foreseeability
  - B. Intent
  - C. Ownership
  - D. Venue

- 6** Which of the following is NOT an element of negligence?
- A. Duty
  - B. Breach
  - C. Acceptance
  - D. Damages

- 7** Pennsylvania follows:
- A. Pure Contributory Negligence
  - B. Modified Comparative Negligence
  - C. Strict Liability Only
  - D. No Fault

- 8** Under Pennsylvania comparative negligence law, a plaintiff generally may recover if found:
- A. 100% responsible
  - B. More than 50% responsible
  - C. 50% or less responsible
  - D. Any percentage responsible

- 9** Defamation is:
- A. Breach of contract
  - B. False statement harming reputation
  - C. Physical injury
  - D. Trespass to land

- 10** Written defamation is called:
- A. Slander
  - B. Battery
  - C. Libel
  - D. Conversion

- 11** Spoken defamation is called:
- A. Libel
  - B. Slander
  - C. Fraud
  - D. Negligence

- 12** Which is generally an absolute defense to defamation?
- A. Silence
  - B. Negligence
  - C. Truth
  - D. Comparative Negligence

#### EXAM TRAP



#### NEGLIGENCE ELEMENTS

- 1 Duty
- 2 Breach
- 3 Actual Cause
- 4 Proximate Cause
- 5 Damages

If one element is missing  
→ Negligence fails

#### REMEMBER



#### COMPARATIVE NEGLIGENCE (PA)

- ✓ Plaintiff 50% at fault  
→ May recover
- ✗ Plaintiff 51% at fault  
→ No recovery

#### DEFAMATION QUICK GUIDE

| Type        | Meaning                                       |
|-------------|-----------------------------------------------|
| Libel       | Written defamation                            |
| Slander     | Spoken defamation                             |
| Publication | Communication to a third party                |
| Element     | False statement of fact that harms reputation |
| Defense     | Truth (absolute defense)                      |
| Injury      | Harm to reputation                            |

#### MJEB TIP



When a negligence question appears:

Always identify the missing element first.

Many exam questions are solved by asking:

"Which negligence element has not been proven?"



#### KEY TAKEAWAY

- ✓ Duty + Breach + Causation + Damages
- ✓ Pennsylvania uses Modified Comparative Negligence
- ✓ Plaintiff 50% or less at fault → May recover
- ✓ Libel = Written
- ✓ Slander = Spoken
- ✓ Truth defeats defamation claims



ANSWERS TO ALL QUESTIONS ARE PROVIDED IN THE **ANSWER KEY** SECTION ONLY.





# CIVIL LAW REVIEW EXAM

PENNSYLVANIA MJEB

PAGE  
12  
OF 12



## MASTER ANSWER KEY – QUESTIONS 1-120

### PAGES 1-2

1. C
2. A
3. D
4. B
5. C
6. D
7. A
8. C
9. B
10. D
11. B
12. C
13. D
14. A
15. C
16. B
17. D
18. A
19. B
20. C

### PAGES 3-4

21. D
22. B
23. C
24. B
25. D
26. A
27. C
28. D
29. A
30. B
31. D
32. C
33. B
34. A
35. D
36. B
37. C
38. A
39. D
40. C

### PAGES 5-6

41. A
42. B
43. C
44. B
45. C
46. D
47. A
48. C
49. B
50. D
51. A
52. C
53. D
54. B
55. A
56. C
57. B
58. A
59. D
60. C

### PAGES 7-8

61. A
62. B
63. C
64. B
65. B
66. A
67. A
68. B
69. C
70. A
71. C
72. A
73. D
74. B
75. A
76. A
77. B
78. A
79. C
80. B

### PAGES 9-10

81. B
82. C
83. D
84. C
85. C
86. A
87. B
88. A
89. A
90. C
91. A
92. B
93. B
94. A
95. C
96. C
97. B
98. C
99. B
100. C

### HOW TO USE THIS ANSWER KEY

- ☒ Complete each question before checking the answer.
- ☒ Review the explanation on the corresponding page.
- ☒ Focus on weak areas and review the rules.
- ☒ Retake the exam until you are consistently successful.

### SCORE YOURSELF

| Correct Answers | Performance Level |
|-----------------|-------------------|
| 108 – 120       | Excellent         |
| 96 – 107        | Good              |
| 84 – 95         | Fair              |
| Below 84        | Needs Improvement |

### TOPICS COVERED IN THIS EXAM

- Civil Procedure Fundamentals (Pages 1–2)
- Filing, Venue & Service of Process (Pages 2–4)
- Defaults, Continuances & Basic Procedures (Pages 3–4)
- Rule 321, Evidence & Hearings (Pages 5)
- Contracts (Pages 6–9)
- Torts (Pages 10–11)

### PAGES 11

101. A
102. C
103. B
104. C
105. A
106. C

107. B
108. C
109. B
110. C
111. B
112. C

113. C
114. A
115. C
116. C
117. B
118. B
119. C
120. C

### MJEB EXAM SUCCESS TIPS

- Know the rules and legal standards cold.
- Read each question carefully and identify key facts.
- Eliminate wrong answers before selecting.
- Manage your time—don't get stuck.
- Stay calm and trust your preparation!



### KEY TAKEAWAY

- ☒ Master the rules, definitions, and elements.
- ☒ Practice applying the law to the facts.
- ☒ Review weak areas and test again.
- ☒ Consistency is the key to passing the MJEB!

*Stay Focused.  
Stay Confident.  
You've Got This!*



USE THIS ANSWER KEY TO LEARN, IMPROVE, AND SUCCEED ON THE **MJEB CIVIL LAW EXAM!**

