**Fact-checking Answer Key**
*Northeastern University Law Review Tutoring Initiative | March 2024*

*Instructions*. Please complete the factchecking examples below with the people sitting next to you or in your breakout group. If you are watching the recording for this session at home, please pause the recording to complete this worksheet. We will then review the problems as a group and an answer sheet will be provided after the workshop.

For each problem:

1. Highlight or underline the assertion(s) in the text and the footnotes.
2. Find the source (indicated in corresponding footnote) and locate the information that may or may not support the assertion (the pincite is a good start but might not be accurate).
	1. Note: Only check the sentences in the text that have footnote citations. A footnote citation at the end of a sentence indicates that the source cited only provides support for the assertions contained in that sentence (and not the sentences before it). If a sentence does not have a footnote citation, you cannot factcheck the assertions in that sentence as the author has not provided any sources.
3. Explain whether the assertion is:
	1. completely (both factually and as quoted) accurate compared with the cited source; OR
	2. completely (both factually and as quoted) accurate compared with the cited source, but has an inaccurate pincite; OR
	3. inaccurate (either factually or as quoted, or both)
4. Explain why the assertion is accurate or inaccurate; if it is inaccurate, suggest how the footnote may be changed in order to render the assertion completely accurate.
5. If the assertion includes a quotation, determine whether the quotation in the assertion is exactly the same as the quoted material from the source; if it is not, make corrections.
6. Make any formatting, spelling, and grammatical corrections as you see fit.
7. You can organize your answers in the table provided below or write directly on each problem.

**Problem 1.**

In 1967, American drillers working for Texaco Petroleum discovered a vast amount of crude oil underneath the jungle floor of Ecuador.[[1]](#footnote-1)

**Problem 2.**

Massachusetts case law has recognized that persons deemed incompetent to stand trial (“IST”) should not be restrained for longer than necessary, though it has not precisely defined what is “necessary.” Such vagueness has allowed countless persons to slip through the cracks, precipitating a need for legislation dictating specific timelines for dismissal of charges and discharge from commitment. This is particularly crucial in light of the risk that individuals will be committed beyond a period that is effective for restoration.
 In *Foss v. Commonwealth*, the Massachusetts Supreme Judicial Court (“SJC”) recognized that one of the legislature’s goals in creating mental health laws like the § 16(f) provision was to prevent the “extremely questionable practice” of committing individuals declared incompetent to stand trial indefinitely, with pending charges that could limit their access to treatment by more effective means.[[2]](#footnote-2)

**Problem 3.**

Contracts of adhesion are standard forms that, due to unequal bargaining power, generally result in unfavorable terms for the weaker party.[[3]](#footnote-3)

**Problem 4.**

 Because insurance contracts are adhesion contracts, any reasonable doubt or ambiguity must be resolved in favor of the uninsured.[[4]](#footnote-4)

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| **FN** | **Author’s Assertion** | **Accuracy** **(accurate; mostly accurate; inaccurate)** | **Explanation and Comments** |
| Ex. | The sky is always blue and “always beautiful.” | Inaccurate | The statement is factually inaccurate because the source says, “the sky is sometimes gray or black, but it is never blue.”The quote is also inaccurate, as the source state that the sky is “always gorgeous.” |
| 1 | In 1967, American drillers working for Texaco Petroleum discovered a vast amount of crude oil underneath the jungle floor of Ecuador. | Inaccurate | The statement is factually inaccurate because the source does not state when oil was *discovered*, only when Texaco and the Ecuadorian military began *drilling* for oil. In addition, the source does not state an exact year, but rather, notes it was in the “mid-1960s.” Finally, the source does not specify that the drillers were American; though Texaco is an American company, it could have hired local workers (we don’t know that; we just know that the source text is not specific enough to corroborate this portion of the assertion). |
| 2 | In *Foss v. Commonwealth*, the Massachusetts Supreme Judicial Court (“SJC”) recognized that one of the legislature’s goals in creating mental health laws like the § 16(f) provision was to prevent the “extremely questionable practice” of committing individuals declared incompetent to stand trial indefinitely, with pending charges that could limit their access to treatment by more effective means. | Inaccurate | The statement is factually accurate because the case states that one of the problems that the new mental health laws aimed to eliminate was the “highly questionable practice of committing incompetent criminal defendants indefinitely, while awaiting their unlikely restoration to competency, and also eliminating the indefinitely pendency of criminal charges that, most often, significantly limited the incompetent criminal defendant’s access to treatment by more effective civil means.” However, this information was found on page 961 of the case, not 963, so the pincite should be corrected.The quote is inaccurate because the source describes the problem as a “highly questionable practice,” not an “extremely questionable practice.” |
| 3a | Contracts of adhesion are forms that, due to unequal bargaining power, result in unfavorable terms for the weaker party. | Mostly accurate | The statement is mostly accurate because it paraphrases the definition of an adhesion contract provided in Black’s Law Dictionary. Unequal bargaining power is inferred by one party being in a weaker position, so the accuracy could be improved with a signal like “*see*.” |
| 3b | Defining an adhesion contract as a “standard-form contract prepared by one party, to be signed by another party in a weaker position, usu. a consumer, who adheres to the contract with little choice about the terms.” | Accurate | The quote is accurate. |
| 4 | Because insurance contracts are adhesion contracts, any reasonable doubt or ambiguity must be resolved in favor of the uninsured. | Inaccurate | The first part of the statement—that insurance contracts are adhesion contracts—is accurate, as the court in the cited case makes the same assertion. However, the second part of the statement is inaccurate because, as the court states, the rule applied here is that insurance policies “must be *construed liberally in favor of the* *insured* and the *ambiguities resolved against the insurer*.” The assertion reflects the general principle of the rule—that terms must be read in favor of the weaker party— but mixes up which obligations are owed to which parties. Moreover, an *uninsured* person would presumably not be a party to a disputed contract with an insurer because they are uninsured – the author probably meant “in favor of the insured.” To make the assertion completely accurate, the author should state that “any reasonable doubt or ambiguity must be resolved against the insurer.” |

1. Nellie V. Binder, *Making Foreign Judgment Law Great Again: The Aftermath of* Chevron v. Donziger, 51 Suffolk U. L. Rev. 33, 42 (2018). [↑](#footnote-ref-1)
2. Foss v. Commonwealth, 773 N.E.2d 958, 963 (Mass. 2002). [↑](#footnote-ref-2)
3. *Contract*, Black’s Law Dictionary (11th ed. 2019) (defining an adhesion contract as a “standard-form contract prepared by one party, to be signed by another party in a weaker position, usu. a consumer, who adheres to the contract with little choice about the terms”). [↑](#footnote-ref-3)
4. Sturla, Inc. V. Fireman’s Fund Ins. Co., 684 P.2d 960, 964 (1984). [↑](#footnote-ref-4)