TAFT

WEBINEX

ESSAY q&A

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INSTRUCTOR: Good evening. Welcome to tonight's baby bar mini series. We will be starting in approximately 5 minutes. Thank you. We will be starting in approximately 1 minute.

Good evening and welcome to tonight's baby bar mini series. Our primary focus is on review of subject matter of contracts.

These sessions are recorded. Tonight's lecture will be recorded if you want to go back and listen or if there's a lecture you missed go to Taft's website students and click on whatever particular lecture you're interested in. Also the handouts on the lecture we're reviewing will be on the website as well.

Remember if you do have questions, post them in the Q and A, question and answer, box is the one I can see and monitor.

Contracts is very methodical. What you find with contracts is you want to take in the order of the check list. It's very simplistic going down the line of A, B, C, D.

Is there a formation of offer and acceptance?

If you use the check list and it is a subject matter, you cannot take your check list out of order, you will do relatively fine.

With contracts, when you see an essay question, take a step back and ask was the contract made between the actual parties? Especially on the multiple choice questions, we make an inference. Did it say valid contract in the facts? No. It's your job to break it apart. Facts, offer acceptance and so forth. The examiners know that we have a tendency to not do that and of course we will get that question wrong.

1. First step is to make sure there was a contract between the actual parties.

* + 1. Once you form a contract, you want to determine if there's any reason that the contract should not be enforced. That could be like statute of fraud, fraud, mistake, ambiguity. There's a reason that the contract should not be enforced.

Then after you go through that, look to see the conditions and terms. Contract, break apart in three expressed versus implied. Is there – are there conditions? See if they've been performed or can they be excused.

Who is bringing the action? A third party? If a third party is bringing the action that changes things. I look at a third party as a scanning issue. How do you sue if you were not a party? Standard to sue as a third party.

I was speaking with a student going over multi‑states today. He didn't understand that if you have a third party bringing the suit, you can't go to the underlying issue. The statute of frauds is a defense or the ... that party has standing to bring a lawsuit. If that fails, if they had no vesting, the Court will not hear them. So you will not get to the underlining issue.

Pay attention. Who is bringing the action and, if it's a third party, make sure they are able to bring it, assignment, or third party beneficiary issue.

Is there a breach of the contract? If there is, what are the remedies what can the party get?

That's a mini check list on what to break apart. It's step A, B, C. Go right through the check list. It will help you identify the issues and what's being tested.

A lot of time students see I have an offer, acceptance and what's next? All the sudden they start talking counter offer. How do you get to a counteroffer if you already formed a contract? It can't be a counteroffer, but maybe a modification.

Let's take a brief review of contracts.

Formation of contract. First step for the baby bar you are responsible for uniform commercial code (UCC).

First step ask yourself on essay question does the UCC apply. If the answer is no, then don't address it. It's worth no time to bring it up. Don't have the time value.

If it is yes then start off and go from there. Again take the check list in the order.

UCC deals with the transaction of goods. An area of testing is a goods versus service contract. What is that? That's where you have someone contracting for a good as well as a service. I've seen it with fencing and they want it installed. Another one that was tested was doing the decorations and renovation of hotels. What that triggers is the majority rule prominent factor and the minority grab them and test.

What is the predominance of the contract? Is it the good or the service? You have to look to the facts. Sometimes they give you a dollar figure that makes it simplistic and sometimes they don't. Then make a reasonable inference. Don't sweat over it. If I'm supplying all the decorations and furnishings and stuff like that and doing the service, the furnishes I would weight heavier than the service.

What's the predominance of goods?

Why are you suing? If you didn't perform the service or what you supplied was not good or wanted, then that would determine whether the UCC applies or not.

What you generally find is problem factor test will put you in the UCC and the other won't. Once you trigger the UCC, you go from there in regards to are we doing merchants or not.

If you went to purchase fencing at the store and how much to install it total was 5 hundred and fencing 350, what would be the predominance of the contract? The fence was 350 for the goods versus the 150 for the service. The predominance of the contract would be goods. Therefore, the UCC would apply.

You need to talk about both. Don't just talk about one. You have to do both on the exam. This is only triggered with a goods versus service contract.

Merchants are those that deal in goods of kind. UCC has specific provisions that apply to merchants. Does UCC apply to lay persons of buying goods at a garage sale? Yes, but there are rules that only apply to merchants and you need to know what those are and whether they triggered or not.

Then ask yourself what's being tested. Is it an advertisement?

Preliminary negotiations are invitations to deal. Then you have your offer. The key thing with the offer you look to definite certain terms.

"QTIPS" quantity, time, identity of party, price, and subject matter.

If all those term are there, then you have definite and certain terms and find that there is an offer. Buyer asked seller if he's interested in selling his home? What's the quantity? Home. Time period? Didn't say just are you interested. Identity of parties? Buyer seller. What's the price? The terms aren't all there. It's more of a preliminary negotiation.

Based on your reading of the facts pneumonic old railroad. Was there in regards to counteroffer lapse of time rejection? Evocation Death or destruction of subject matter? Break it apart if it's at issue.

Was there an option or firm offer? Firm offer is UCC.

Offer supported by consideration. Key thing to remember there are substitutes for consideration. If you see a party [indiscernible] that might be a way to enforce the option. Be aware of that. Don't be there's no consideration, nothing in exchange in, leave. Break it apart.

That's a UCC term. I want you to know the rule because it does come up on multi-state. People have a misunderstanding. One it has to be in writing. It can't be oral. It has to the be the party giving the offer. He has to be a merchant. It can't exceed 90 days.

If you go to a store and they say this deal on computers will be on for 6 months. You make them write it down. You got the writing. It's a store, you goat a merchant. But they are saying 6 months that's past 90 days so we have a offer but only good for the 90 days.

It doesn't have to be two merchants. Sometimes they trick you on the answer choice because both parties are merchants. It's not a valid answer choice because you don't have to have two merchants.

We're running it through the check list and making sure do the facts support this issue? That's where your inner check list in contracts will help you. If there are no facts, rejection or revocation, you're not going to bring it up.

Acceptance. If the UCC is triggered, I'm going to start with common law acceptance. I'll look to the facts and see that's supported. Let's say it's not, then I bring the aspects of common law versus UCC. You will not just cite all UCC common law when it fails you go to aspects of UCC. Common law is stringent. If it works there, it will work under UCC.

Acceptance. You want to be aware of how they test. Your inquiry for acceptance is it a [indiscernible] yes I'll do it but I didn't want to pay that much. Yes, but in an unequivocal sense. It still doesn't change things that we have an acceptance on the table.

[Indiscernible] Mary calls Peter and says I accept your offer. That looks like an unequivocal acceptance of the offer. But I want you to detail the car before you deliver it to me. Does that change things? Added terms to the offer? Or an unequivocal grumbling? Based upon the hope, that language, it doesn't make it part of the offer. I would not find that to be a counter offer or a change to the terms of the offer itself.

The mailbox rule. It will be tested. Break it apart. The mailbox rule states that acceptance is effected upon dispatch. If you call me and offer me and I say let me think about it and I will send a letter. Then I post the letter in the mail, we have a valid contract. This is where people get confused. People will call and say I don't really want it. He just accepted in the mail, but then you call and rejected so do we have a contract or not? Actually we do ...

Also look to what the call is asking for? What's the best offer? What's the best argument to enforce the contract? You have to look to what's being tested on that will dictate.

Another area of the mailbox rule is they like to test offer contracts and firm offers. Mailbox rule does not apply. If you give me an option to accept an offer within 30 days and I mail it on the 29th day there is no offer. Mailbox does not apply to options or firm offers. That does come up on the multiple choice questions.

If you actually see that there is an acceptance, I can continue on. If not, look to the UCC acceptance. Is there any reasonable mode or methods such as shipping the goods?

You have battle of the forms. This is highly testable. An area you need to study. Gilbert's sales. That's the UCC. You need to understand some of these concepts and they come up on the baby bar.

Acceptance dispatched we do have a contract. Technically contract is accepted upon dispatch. We do have a contract. Then you do have a counter argument to bring up on essay but not multi-state It will be based on the call. What is offeror's best offer?

With the battle of the forms, there are two areas to be aware of: Additional terms and different terms. People think they are the same, but they are not. Additional term substance something you added that wasn't in the offer. You offered to buy your car for $5,500. I agree but I want the radio to be operative. That's a different term and triggers a different rule.

Different term is changing something you had in your offer. If you deliver the car on Tuesday and I say you need to deliver the car on Wednesday that's a different term. I change the term in the offer. Additional rules do apply.

What's between merchants common law it's a contract between march//

Materially alter the contract, the acceptance is conditional. Or in days.

Material alteration.

If you're giving up your ‑‑ that's a legal right. That's material versus something minor you need to inspect the terms in a reasonable amount of time. That wouldn't be a material alteration. If you give up some kind of right that's material.

It does come up a lot with arbitration cause. Warrants in UCC where they exclude the warranty. You and I made an offer but exclude any warranty so we're basically changing the terms.

Different terms. Knock out rule. Drop out rule. The material alteration.

The key thing to be prepared for is what's an additional term versus different. The rule are different. People take for granted and call it additional but it's different. That's a good area for you to study because it's ripe for testing. 2‑207 under UCC battle of the forms additional or different terms.

You have consideration, bargain for exchange of legal detriments. You have requirements or output contract that comes up more on MS than on essay. Remember requirements, output whatever you produce, contract they look illusory. I'll by buy from you whatever you require. There's no detriment put on me. However the courts look to the exercise of good faith and find it's properly supported based on the consideration.

They like to test on requirement to contract. If I sign a requirement contract you want to look out in that area is disproportioned. Let's say I have mobile eating truck. I get from you 2‑dozen donuts a day. Now it's increased with a new owner to ten dozen donuts a day. That's an area you want to be aware that they do test.

If you find consideration fails, don't stop and look and see if there's a substitute. If you can see based on the facts the party is relying bring it up and that will show support. That's an area to look for.

After going through the formation issues offer, acceptance consideration has there been a valid contract formed. The facts state there is a valid written contract [indiscernible] say a sentence or two of what we contracted for. Offer acceptance and consideration are not a issue. But that doesn't mean your [indiscernible] you could see fraud. You want to make sure you break it apart. Once we see it's a valid contract we go to the next item on the check list. Is there any defenses to formation. Even though they stated it's a valid written contract is there any reason this contract should not be enforced. See if there are any triggers there. Break it apart.

The facts tell you there's a signed writing between the parties. Written writing written contract then I look to formation. Mutual consent and formation or

We're all about time. I want my points can I do mutual ascent. The answer is yes if they don't break apart the definite and certain terms. You can handle mutual ascent which is offer and acceptance. Then go to consideration. Versus if you see they are spelling out the terms you will need to go through offer, acceptance p and consideration. Sorry but that's what they want. Okay.

Once you form again. Look to defenses Statute of frauds is a huge defense They like to test it. What you will see if in your practice it applies to oral contracts. But it also applies to incomplete writings. The statute of frauds is triggered if you have an oral or incomplete writing. What is an incomplete writing.

You will see in the facts that I am faxing to you an offer and you fax back your acknowledgment. That's not a complete writing. Two documents not merged into one. Or e‑mailing each other. That's not embodied into one document. We don't have a complete writing. That would trigger statute of frauds marriage, debt of another, contracts that are not performed within one making, and a sale of goods $500 or more.

Any of those facts triggered with an oral or incomplete writing you need to break it apart.

Sometimes students lump in the same issue show me how you get into the issue of statute of fraud since it's not an incomplete writing, it violates the statutes of fraud then hand out your exception. Don't lump it together. You won't get your full value.

I do want you to memorize each the contract for the sale land or interest there in what are the issues of that versus suretyship of other. Break it apart. You know the sufficient memorandum works for awful them.

Realty full or part performance. Debt of another main purpose doctrine. Contract not performed within 1 year. Sale of goods we have performs of full or part payment. Another exception that works for all of them is estoppel. That's a sleeper. If somebody relies by their conduct that can take it outside the statute of fraud. That is something they do test. You will see some type of reliance. There's one with a car load of wheat. The party wants to buy wheat. Based on his reliance you can take it out side the statute of frauds.

Highly test able. It does come up a lot. I've seen they test the statute of frauds twice. They had one with employment contract. Let's say I contract with you in regard to my employment if you do my employment I'll give you this piece of property. There is one. Is it a contract capable of being performed in 1 year. I can do it with a sale of goods. I want you to enter into a 3‑year contract to supply me with goods. Not performed within 1 year because of 3 years and the supply of goods.

Pay attention.

Mistake is another defense Mutual versus unilateral. The contract void or voidable. Is there a unilateral mistake is the contract voidable. If it's unjust they will let it be voidable.

Ambiguity is based on multiple interpretations. We can different interpretations of what we contracted for.

Fraud you need reliances. That's the same thing as intentional mis representation. You need to make sure it's reliable. A lot of times the other party knew or it's not material.

Break apart.

Pro‑evidence hadn't been tested in a while. When I start reading an essay and see preliminary negotiations going on. We're talking about doing something then we place it into writing. What we were talking previously is not in that writing that triggers pro‑evidence. How they tested in the past a guy wants his house painted [indiscernible] I want it done by September 1st. Okay then they enter into the contract. They didn't put it in there by September 1st. Then the guy calls and says I want it done by September 1st but it won't get done by September 1st he wants to bring in the discussion but it's not in the writing so the pro‑evidence is not in the writing. So prior to preliminary negotiation can't come in. Now you have to look for exception in fraud mistake or ambiguity. But based on the facts they gave you they can't get it in. Then the painter isn't in breach.

Remember necessities food shelter medicine. They aren't responsible for but they once they reached the age of majority.

That's your formation in what I call a nutshell. There's a lot of meat there to play with and have a good understanding of how they test and what's triggered. It's worth value. If you break it apart and dissect it on fact.

Third party. They tested on the last baby bar. That means they are getting back in that mood. Third party beneficiaries. It's definitely going to be on multiple choice questions. There's an underlining contract where a third party said they have rights to that contract. Did they have rights when that contract was formed. It has to take place at the formation of that contract. If A and B contract to paint the house but give the money to my child C. C is known at the formation of that contract. That's a third party beneficiary.

Define it, do you need privity of contract. At the time of forming the contract, was there an intent to benefit? Classify are they a creditor donee or incidental. Then of course creditor you have an obligation. Was there any vesting. You need notice and ascent. If there was no notice or ascent that I told my child about this, then not a third party. They don't have rights. They can't assert anything under that contract.

Minority based on reliance. If there's an even smaller minority if you bring a lawsuit. Evidentiary you must know about it so we must allow your rights to vest.

Where they trick you is that you don't see the third party. Take a step back. Why is this person suing. I diagram it. If I have A an B who contract. That's a straight third party beneficiary to that contract. If I have A and B contract to the painting and then B assign and delegates to D and D doesn't do the job and A is suing D how is A suing D? Based on the assignment and delegation between B and D. So I would have to prove assignment and delegation to see if he gave rights to A and third party beneficiary.

You are going to pick one. Do common law. It can't be creditor and donee. Make clear to the reader it's intended beneficiary. They can't coexist. One is obligation and the other is confirming the gift.

In A suing D do you see how we got to that third party Benny. Assignment and delegation is a third party contract that gave rights to A as a third party Benny. A is suing under the BD contract. If I had D suing A because A didn't pay that would not be third party. And asserting to rights B has under that contract.

You have got to map it out and see who is bringing the lawsuit and why. If you do that it's straight forward.

With your assignment, remember the courts love assignments. Is the right assignable. Prohibited by contract or law. Even if the contract says you cannot assign the rights the law will assign the right. Usually the right we are assigning is probably money. Look at that.

If I assign the right and the contract says I can't doesn't mean I am in breach the contract say if you sign the contract is null and void or some effect that we don't have a contract anymore, then the courts will not allow an assignment. Most of the times you will find the assignment is effective.

Now with the assignment is the right assignable. Has to be present and existing right. A valid assignment of transfer. And the rights to receive the money whatever.

Assignment deals with the transfer of writer benefit of contract versus delegation which is an obligation under the contract. Can you delegate. Most likely you delegate performance.

Same as assignment. To personable in nature.

Was it assumed. The other side has to be aware.

If you and I contract and I assign and delegate to a third party am I off the hook? No. If we have notifiation and if you know this party and we agree I'm off the hook. That will relieve me of liability. That is being tested. It's come up on the essay question on third party.

When there's an assignment of delegation when the party that's transferring is not off the hook. The new party is primary but if there's a notifiation you're off the hook.

What you want to understand they are most likely not going to use delegatee or [indecipherable]. You can have assignment without delegation. Your job is to determine what's going on based on facts. 99 percent of the time they will say John assigned his rights. They don't use the delegation term. Was there an assignment? Was there delegation? Or was there both? That's tricky, but they expect you to determine that based on the facts. It's very important for you to understand. They will use the terminology of assignment. Make sure you break that apart.

Conditions. For some reason you have a hard time with conditions, and I don't know why. Keep it simple. When you look to an actual contract, look to the call of the question. Was there a valid form to contract? They narrowed me down to formation issues, breach of contract.

With conditions you always type a condition first. If you cannot tell if conditions are an issue, look at your issues first. If you see one or two …

Expressed conditions that have to be explicitly stated in the form of the contract. The courts don't like it. If I can get away from an expressed condition, get away from it.

Expressed condition versus an expressed promise. Look to the underlining language that was being argued. We will go over that exam in a few weeks so you have a good understand.

If it's not expressed, is it implied? Look at the contract. You make the inference that you go first but we never said. Should I pay you first or you give me the title first? In that you pay first before you get title. Condition proceeding so that would be condition subsequent to mine. If the condition didn't take place, can it be excused?

If somebody bought my car and then told me they were not transferring title, they would say you pay before transferring the title. You didn't pay so why am I here. I'm trying to perform under the terms of the contract. Then it shifts to the other side. You didn't serve title to the car; why?

Then you have implied in fact. Working on good faith cooperation. You infer, but can you excuse them? You do them or you are in breach.

With the implied in law or expressed, you want to look to excuses two or more. Two or more. Can I argue impossibility or substantial performance or wrongful prevention? You will never argue for an expressed condition. It will never apply. The law says no.

With substantial performance, when the party performs 90 percent, that's how they know you want it.

Substantial performance you go through the elements.

Impossibility they love to test. Impossibility has to be objectively impossible that means no one can do it. Let's say I was sick tonight and I couldn't lecture. Impossibility to task performance. The building burned down, you can teach somewhere else.

You can have impracticability impossibility like each other. It's impracticable to enforce the contract. We use the ten times rule. It will cost me feasibility to enforce the contract so it's impossible to mandate me to go through.

Frustration of purpose. It must be known at the formation of the contract and then as an unforeseeable event.

Anticipatory revocation. I'm selling you my warehouse of goods and see somebody else will pay more money so I sell to them. I have nothing left to give. That's a example of volunteer disablement.

You hinder one's performance, you won't let me on the property. You have a modification that can excuse your performance. Modify condition under the contract. Especially if I said there's an expressed condition for a specific type of flooring. The floor is so hard to get it will take 6 months and you might modify that provision out of the contract.

Divisibility. They love divisibility on multi-state. You have to show the contract can be divided by price, unit; which a lot of times you can, but this is the key to look for: was the contract bargain as a whole? Example: I contract with you to deliver one hundred tires every week to my business. I want that delivered every week for the next 2 years. 6 months go by and you say you're not going to do that anymore. I divide by price. Hundred every week. Divide by unit every week. Yes I bargained for that 2‑year period. I want that set price for the 2‑year period. That's an installment contract and those are not divisible. You have got to pay attention to that.

Key thing with divisibility is to look to was the contract bargained as a whole. That's the key.

Estoppel. Based on reliance, excuse the performance, and then waiver. You give up the right.

With conditions, you are going to show me the condition. Look to the excuse to try and get out.

Expressed condition. If you find, look to excused performance then go back up to see if you can argue implied condition and then continue on. Can I argue also an implied condition? A lot of times you can unless you are getting tested on expressed condition, you will most likely have implied condition.

Just run it through the check list, and see what comes up. Frustration and purpose go together. How do I see substantial performance? The contract is 90 percent performed, then you see the issue. If I have a condition in the terms of the contract and I cannot excuse my performance of that condition, then I can be the breaching party. I can be the breaching party because I failed to do something. Is it major or minor breach depends. Let's say I am building the home and don't install a specific stone in the patio area. I'm in breach because I didn't perform a certain condition in that area.

As I stated earlier, you are responsible for uniform commercial code. We talk 2‑207 battle of the forms. You need to look up warranties. You need warranties with expressed and implied warranties with fitness and merchantability. It's similar to torts. The only difference is the issue of privity. You need to be in privity contract. A in regard to foreseeable user B any natural person including any natural, C any persons that can now include a cooperation because they are now a natural person. That will focus on when you see tested for contracts is the privity issue. You have implied warranty, fairness to the use of the product itself. You didn't buy the product, why are you suing me. She bought the product.

Also add your destination insulation contracts. That's my UCC junk category. That tells me who is the breaching party. If the loss [indiscernible] Now you go to breach. Present or anticipatory breach and then your remedies.

With remedies you will know based on the facts. When looking at the baby bar exams and history, they will generally tell you damages, specific performance. They say the term remedies that's usually bar. But they did use that terminology. I will run the facts through that check list and see how many of these I can grab on to because that call told me to. If it says damages, I'm safe, general and special damages that's it. The call is very important for you to get a hold of to have a good understanding of what they are asking. It tells you how far you have to go.

Specific performance has come up on several baby bars. I know it's not a issue you've been taught. But they have been testing it. It's an equitable remedy. It acts inequity, you are looking at a legal remedy that won't make you whole and ordering the other party contract in performance. We don't want to force people to do things they don't want to do. If you can show the legal remedy is inadequate .

Land is unique. You back out on the home you're selling me. I want this home. It's the only one like you. The Court may mandate to force you to comply and force you to fulfill the conditions under the contract. The home is unique. It won't make me whole. It's a unique property.

Or it could be goods. They just tested it on a baby bar with a revolver. It was an antique so I couldn't get another antique like this. They would order …

The other thing I want you to be aware of is defenses Equitable. Lashes it's similar to statute of limitations. Based on unreasonable delay. Was there a bona fide purchaser that took the property without notice? If you say yes that can cutoff your rights. If he sold the gun to another person, that's a BFP. They cutoff your existence. I saw that on the baby bar with an old classic roadster. The BFP would cut off his rights mandating the specific performance.

Unclean hands is not very testable.

Contracts is very methodical. Walk it through the actual steps. There's a lot of good issues here. There's a lot of stuff that you need to go back and review with the uniform commercial code. It's new to you. It is something tested on the multi-states as well as the essay question. It's something you want to be prepared for. They will try to trick you to little nuances with UCC and common law.

Any questions? I know it's kind of quick in regard to contracts.

I would recommend you to work on third party beneficiary. If you have questions shoot me an e‑mail and I can send you some examples so you can work with them and have a good understanding of how those issues come up because it is important.

Any questions? If you think of any let me know.

At this point what have we done? We've gone over torts essay multiply state and contracts. You need to review contracts as well as going over torts. This is a building process. If you ignore torts now and just focus on contract. What's going to happen, you will not know torts. You need to focus on torts, multiply state and now working more on your contracts. This is a building process so I want you to continue to work on.

In regards to the past baby bar review program go on the website they are all clicked under baby bar mini series. Under prior questions, prior bar questions, click on that you will see baby bar questions click on that. There are several areas to get aids to help you get through the process.

I've been talking to a couple students this week in regards to baby bar. I see the frustration. It's a hard test. It takes a lot out of you. I put in auto hours a day. That's not how it works. You have to study smart. You have to work on the application. That's going to make the difference. What that means is when you write an exam and miss an issue why did I not see that. I need to break it apart and go over it. If I don't understand it, then I'm going to miss it over and over again in and of itself.

An example a student missed nuisance. When you see strict liability you need to look for nuisance. They go together.

In regard to contracts, just by not reading it properly the ands ,the ors, the punctuation that can raise another issues. I went through offer, acceptance, consideration. I should have gone through offer, counteroffer another counteroffer then offer acceptance consideration. You need to understand how you're comprehending how the examiners are testing.

Same thing on the multi-state. People have been questioning the multi-state. When will we go over them, it's very rare it's the black letter law but it can be. They are not applying common law. It's a common law verb. You need to pay attention. You need to make sure to pay attention to what they are asking. What is the best defense? Who is the contesting this? A lot of times you're looking at the opposite side and you're getting it wrong.

Sample answer there's two. Student answers provided by the bar. These are actual students that took the bar and baby bar exam under certain conditions. Taft does have if you go to prior bar questions and go to baby bars I know they have over 26 questions itself. Four in regards to baby bar exams with model answers. Plus you're getting the model answers for this class. We will go over the last baby so you get more there. If you need more shoot me an e‑mail.

The models are good because that's what you want to strive for. It's like striving for perfection. It's a good basis to learn from. Then you can learn short cuts from there.

Let's say you do an exam and you missed a couple things and you're exam isn't perfect then go look at a student answer and that will build your confidence. Oh, these aren't that great I can do better myself.

I don't want you to learn the weak exam and go that way then there's no room for error.

It's all mindset and practice. The more you understand how the concept is tested and when it comes up that's going to help you.

I say the baseball exam or TransCo. Exam dealt with this issue. I understood it again an how it came up in the fact pattern. They couldn't trick you.

That's why the stronger you are in an issue that comes up I can't trick you anymore. They sway you on purpose. That's how exams are written. If you really know your stuff you won't fall for that.

I hope you are doing multi‑states every day. And that you are marking it up. You will in this something. How do you accept a reward by contract. By not breaking it apart and pulling out what you know law wise you will miss something.

Again during the week, if you see you have any questions or are having any problems, let me know. Shoot me an e‑mail or give me a call.

Now you will be sent a contract essay question please write the essay. Send it in so I see the weaknesses in the group and what we need to focus on. I will also send multiple choice questions. Again it's a process to build up on but take them under exam conditions to see where you're at and what you need to work on. This is the only way for you to understand what you need to work on so you're successful in June.

Good night.