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TAFT LAW SCHOOL

BABY BAR

CART captionist: Leah Javanfard

10‑10‑17

INSTRUCTOR: Good evening everybody and welcome tonight's Baby Bar review, I can't believe the time has flown.  
At this point I hope you are mastering your skill and working on your shoe spotting questions.  
Practicing multiple choice questions and finding your weaknesses before taking the exam.  
And I hope you did 1 or 2 simulated so you have your timing down, people always say they run out of time.  
You will find when you take those essays back to back those four hours go fast.  
In regards to multi states an getting e‑mails and questions.  
If you are missing them, because some people are still are not at the percentage they should be.  
Look at the why say why is it b and shoot me an e‑mail so I can help narrow you down.  
So you can understand the weakness and what you need to work on.  
What you are practicing.  
If I'm getting 70 percent of the multi states before I go in the door I will average around seventies percent.  
It won't go up ten percent.  
Maybe a percent or two.  
Practice is a good indicator what will happen.  
On an exam date if it is not where I want it to be, I need to buckle down and work on it tighter to increase my score.  
So the multi states doesn't prevent me from passing.  
These are recorded for your convenience, so you can go back and listen too a lecture.  
Those lectures were recorded go back and listen to them and get a better understanding how you attack them, how you read the stem first and break it apart.  
If you do a take a question and you can't see what is being tested, you will always get the second best answer, you won't get it to the correct answer.  
It is a skill and takes practices.  
The more you work on it, the better chances you have.  
If you have questions for me place them in the question/answer box.  
Only a few of you sent me exams to look at your actual answer.  
I am seeing, I want to make sure you don't take things for granted if you see negligence, you have to be tuned and determine what is being tested within it, you have to break it apart and look it.  
What is your point value.  
They give you the issue, you know elements, and or defenses have to be an issue.  
You have to go in there and look.  
It seems sometimes you argue defense here but if that's all I got, that's all I have based on the call.  
You need to make that argument.  
You need to make sure number one you are following the call of the question, very important.  
Again you need to make a distinction between general call and specific call because that will dictate your point value.  
The exams in going through you missed the inner issues.  
Your checklist will help you.  
If you miss the issues, plug it back to the checklist.  
I remember the [Inaudible] exam, and you remember how the concepts tested so you won't have it again.  
If you don't break it apart you are missing issues one after the other, after the other.  
Now remember I thought you, what is the first thing you will do, you will read the call of the question.  
Now remember, when you are at the Baby Bar they will not tell you if it is a Tort, contract or crim law question.  
So when you read the call and get an understanding, write your checklist.  
If you write your checklist that will help you two fold, my nerves, can I calm down and your brain set will go to that subject matter.  
You will see things more quickly time is a factor.  
Now looking at this question it says in an action.  
Brought against Roofer for negligence what defenses what Roofer might assert and likely outcome on each.  
Did says an action, one, brought by Ned against Roofer for negligence what is the theory of liability?  
Negligence.  
That is a specific call.  
They gave you the theory.  
So I only have to worry about negligence but what does that mean, it is the specific.  
Elements, elements and or defenses.  
I need to see what is at issue.  
If I go if I prove causation and damages, and go leave, chances are I made a bad mistake, because they give me the issue.  
Where will I get my points.  
This is away to help you.  
Maybe I don't see the inner issues but if I have a specific call that will force me to go back and look.  
I will go to the inner checklist and say there is something here, what am I missing?  
We have checks and balances and that's why we do what we do.  
So we get the issues on the exam, that's important.  
Negligence I have to dissect it and see what is being tested.  
For states, what defenses.  
I taught you defenses can mean true defenses as you mean them.  
And what are your defenses to negligence?  
‑‑ comparative [Inaudible] risk.  
I'm thinking that already or defenses can mean counter arguments.   
Right?  
It could we true defenses as we know them or counterargument.  
You have a direction as to what we need to grab on.  
Defenses I better find two or more.  
If I talked about one most likely I made a mistake.  
It says Ned versus Roofer and it says reasonably assert so doesn't mean it will succeed but I need to bring it up because there are facts that go to an element.  
I know it is Torts, I write my Tort's checklist.  
Or a write my inner checklist in negligence.  
The other thing I look at is the party's names why?  
Ned against Roofer I have two parties basically.  
That's an entity, why would that make a difference?  
Then I'm thinking vicarious liability.  
If you are suing an entity you are suing for a pleas conduct.  
I have to bring up vicarious liability.  
I see Ned and Roofer, they are telling me two parties.  
I don't see an entity here so I don't think about vie KAK re us liability.  
Once you understand the call you are ready to read the facts.  
We have a specific call to negligence.  
And defenses is general but it narrowed me down to the negligence.  
Look at this short fact pattern.  
Not very long.  
The shorter they are, the harder we fall.  
We don't break things apart enough we have sub issues to pay attention to so we get our point value.  
Don't break it apart I will miss things and 1, 2, 3 issues here.  
I can't afford it.  
Let's go through the facts.  
Roofer contracted with Hal ‑‑ soy see the relationship is Roofer contracting with Hal, the relationship is between Roofer and Hal, I noticed we got Ned going after Roofer.  
At this point there no relationship.  
It says the usual practice.

(Reading)

Wait, that's a big sentence.  
The issue practice, what is that telling me?  
Standard in the industry, that's what normal roofers do, that is to catch everything that is coming off the roof.  
Captured into this.  
So I pull out the word "normal "

"Standard"

(Reading)

Now, the issue is if he failed.  
What does that mean?  
What does that tell me?  
Did you what?  
By your failure did you breach.  
Just because I didn't do something doesn't mean I'm in breach.  
If I fail to stop at a red light but I don't hit anybody, doesn't mean I'm in breach because I haven't done anything.  
You want to say fail, the question mark is that an actual breach at this point.

(Reading)

Obviously they are not being captured.

(Reading)

So did he act reasonable?  
Cleaning up the best I can?  
Did I falter?  
Those are the sentences of facts to determine whether we have a breach.  
Further states in the second paragraph about six months later, that's along time.  
So we got a gap of time here.  
Hal is mowing his

(Reading) the lawn mower runs it over so you see Hal is doing the conduct, and I don't know how many use a lawn mower and sometimes it does fly and hit you, it does propel, doesn't it?  
The issue there is to Hal's conduct.  
But Ned is suing Roofer, what is that?  
If I leave a nail in your grass, is it possible it could propel.  
It is a proximate cause discussion.  
You are looking at Hal's conduct and convened to what Roofer did.  
That's a causation issue.  
We are deal wearing proximate cause at this point.

(Reading)

Why do they say he is barefoot?

(Reading)

If you walk and again I look at the comma, you walk barefoot comma stop.  
If I'm walking down the street down the store, I could step on something to hurt my food.  
I could have a risk.  
But after that comma, it is your own backyard.  
I should know what is in my backyard.  
So am I really falling below the standard of care, or contributing, or assuming the risk.  
If you read your punctuation right, so through the defenses an came up with no counterargument to what Roofer will say but how you come up with that is on your read.  
If you break it apart the argument is there.  
Barefoot in his backyard.  
Stop.  
What does that mean.  
Why are they telling me that?  
He will step on something.  
In his backyard, wait a minute here.  
That will help you.  
You have to anticipate what Roofer will say.  
The defenses are brought by the defendant, he is countering back against the claim he brought them.  
Even though I was neglect, plaintiff, you were contributory or you assume the risk to bounce back in order to appose liability; defendant is walking free.  
With contributory it is a [Inaudible] it did say pierce his foot so we have damages to support our neglect claim.  
Once you read this through once, pickup your pen and pencil and mark this up.  
Did you pickup any elements based on negligence that is being tested.  
We see negligence issue, what other elements are being tested?  
This is number one that people missed.  
Let's go through our negligence.  
What do you need?  
A duty, a breach, the actual cause, the proximate cause and the damages.  
Five prima facia elements find supportive pursuant to the facts.  
If one fails, you got no viable cause of action, remember that.  
Regards to negligence, ask yourself is there a special duty here and what are they?  
Is there a violation of statue, omission to act [Inaudible]ly go to my general duties and I might falter on my [Inaudible] person standard, I did argue this.  
‑‑ and do what make sure he cleans up his mess.  
He doesn't leave materials that can give harm.  
But the issue is does that duty extend from Roofer and Ned to ‑‑ Roofer and Hal to Ned.  
How do we get ahold of that relationship and this is KARD Andrews problem.  
There is no connection between us and the contract all relationship is between Hal and Roofer, Ned is the neighbor.  
How did the neighbor get to know Roofer at all, he didn't.  
So there is a Cordoza/Andrews problem.  
And they test this every so often.  
When it is at issue they don't bring it up.  
It is remote plaintiff.  
If you remember that you will understand it.  
There is no connection, no relationship.  
So if I hire a car mechanic to fix my car and he doesn't fix it correctly and I hit car b, they are suing to the mechanic, there is no relationship, that's a Cordoza problem.  
You can't connect them.  
So after you go through your general duty and say I don't owe anyone, but Cordoza says you owed duty to those in their foreseeable zone of danger.  
Now the issue is Ned the neighbor is he in that foreseeable down zone of danger, Roofer will argue he is not.  
It is where I'm doing the roofing materials.  
Argue both sides please, it is grey area because again Ned basically it occurred six months later and it is propelled so are you in that foreseeable zone.  
I feel you can go either way.  
You owe duty to what?  
To all.  
If you create a foreseeable risk of harm and it does harm somebody ‑‑ you owe that duty to that particular party, you could find it under Cordoza for if you don't go to Andrews, you see it is not general duty but special duty.  
It is based on the remoteness of the plaintiff, you understand that.  
Breach go back to the facts, you didn't have enough 'tarpans' that's the not breach.  
But if I picked up everything, I didn't breach.  
What happened here I did his diligence but there is still nailed in the grass.  
You fell below the standard of code because you left materials embedded in the grass that's what I'm using for the breach.  
Causation they give it to you, but for your failure to pickup that nail he wouldn't have stepped on it.  
That's straight forward.  
Proximate cause is it foreseeable?  
We have?  
Hal that was mowing the lawn that propelled that nail to the neighbor's yard.  
I usually grab onto the third party first.  
You don't have to if I'm going it is foreseeable and find that more difficult.  
My argument is Hal's conduct of mowing that lawn and running over that nail is intervening act.  
However, Hal's act of mowing the lawn is indirect, it is independent of his negligence but it is foreseeable if you leave a nail embedded in the grass that get mowed and one could propel and hurt somebody.  
The answer is yes.  
It won't cutoff Roofer's liability and then it goes to damages.  
They didn't give me any.  
I will go through general damages.  
If you want to say one line about specific, but there is no factsly get in and out, I will get in and out.  
You still need to address it because it is element of negligence but they gave me nothing so I will point out the paint and suffering.  
Do not spend two paragraphs, you are killing your time, they didn't give me any time.  
Get in and out when you can.  
It is not in the call, so I need to address it but if there is no facts but it is in the call, I will spend some time on it.  
You know when you need to go into detail.  
That's where your practice in going over these exams will help you.  
I will get in and out of damages.  
Wait we have to talk about defenses.  
To me it is what I call backwards or negative exam, why?  
He walked barefoot in his own house.  
You will have to think about both sides.  
What will Roofer say?  
With contributory negligence you fell to the standard of care to yourself.  
He will say you shouldn't walk around barefoot, you are falling below nine standard of care, whether it is a nail, piece of glass, a branch whatever you come up from.  
But I'm walking in my own backyard, I should be aware of the conditions of my backyard.  
If I walked in my backyard, I have a swimming pool if I walked into it's planters I have wood chips and they could hurt my feet.  
Argue both sides.  
Don't care how you conclude as long as it is supported.  
If you found that Ned fell below the standard of care, Roofer could have avoided it by picking up the mess, the last clear chance doctrine is a plaintiff knocks out contributory negligence so it is not a bar for the plaintiff to recover.  
You have compare awe active.  
When you do a good job on contributory still from it, fell below the standard of the care, however, didn't fall below because I'm aware of my own backyard and what is in it.  
If you find at fault, get out.  
I will boot strap that argument.  
And assumption of the risk, you have to break apart your elements.  
Number one, you have to be aware of the risk and voluntary EN counter it.  
Remember that.  
You walk out barefoot of course you assume the risk.  
But did you know what was out there?  
I'm aware of my backyard but not a nail.  
I did construction or anything like that, I have knowledge or voluntary counter so I will point out that assumption of the risk is not a viable defense.  
You see how I call it negative exam because I have to come up with it, the facts are not there.  
So the main issues in this exam, Andrews and Cordoza, proximate cause, intervening act and defenses arguing both sides based on the facts.  
Make sure you tie in those elements.  
Break it apart and go through it.  
Does anybody have any questions on question number one?  
Exam but again this is how they test sometimes, be prepared.  
If have an any questions pop them under the question/answer and I will help you anyway a can.  
Question number two.  
Some of you stemmed away from this.  
I don't know if because it is cc, two contracts might be coming your way, one being common law one being UCC.  
You need to know your UCC stuff.  
Looking at the call

(Reading the call)

When you see an issue under the UCC that you don't know the rule of law when you go through it I will tell you how to grab onto something and make an argument so you can get credit.  
Facts, it is a breach of contract, I will write my checklist, right?  
Formation, defenses to formation, regards your conditions versus could have permanents, third party rights and damages and [Inaudible] breach of contract you cannot start there.  
No in regards to an draws and Cordoza, Cordoza is the majority rule.  
If it works and it is strong I don't need Andrews.  
If it is a wobbler go to the Andrews.  
One is a majority and Andrews is a minority.  
You can't start off with the breach of contract.  
They say breach you can't start there, you need to form and work through formation.  
If they said valid form contract, tell me a sentence about it and move onto the next issue.  
Don't start off with the breach of contract, we don't do that.  
Go through the facts.

(Reading)

What is buyer?  
Looks like a merchant to me

(Reading)

He is out of batting okay.

(Reading)

If I'm behind what does that make you think?  
Am I solvent?  
Is there a problem.  
He has a right to deny.

(Reading)

Looking at that that has to what, that's a big sentence, look at your punctuation.  
What does telephone make you think of, easiest way to test statue of fraud because you are buying batting which is sell goods.  
You needed a large bill of batting and pay top dollar.  
That looks like the term of his offer.  
You telephoned saying you needed it shows your manifestation of intent.  
Top dollar, we've got our terms.  
Those facts support your offer.

(Reading)

Where is your acceptance?  
I don't see a reply do you?  
But I see conduct.  
Under the U.C.C. you can't accept help by conduct.  
If you shift the goods or buy the goods ‑‑ I was upset because the price was 30 percent higher than that charged by his regular supplier.  
He could return.  
But because of his urgent need he used it.  
BAUSed on his conduct you have accepted the goods.  
Further it states

(Reading)

The facts told you what?  
He borrowed it to fulfil that order so now they are cancelling?  
It was a major below that he announced immediately close his manufacturing plant.  
So what are we thinking of?  
If I'm relying on Sleep Co and producing the mattresses an I don't have any money to pay you, so frustration and purpose, these are the issues you should be thinking of.

(Reading:on May 5th...)

Remember with that actual under the U.C.C. when one actually learns of your insolvency they have right to make a demand within ten days or to return the actual goods, that is U.C.C. specific rule.  
But common sense wise if I deliver goods and don't know you are insolvent should I we able to, which is not ten days request the goods back or be paid?  
Yes.  
The buyer refuses

(Reading)

So when he sell to another company the issue does that cutoff the right?  
It is bone identified purchaser.  
If he did sell to another and they didn't know it wasn't paid for, that buyer can't cutoff Cotton Company's rights.  
If you are delivered goods and you can transfer them on, no reason to know they are not paid for, there is no filing if you file under article nine they can go look it up.  
It is not issue here.  
You could transfer title even if you don't have title.  
We have an understanding what is going on here.  
So you will have to prove it up.  
This is where I tell you again, pull out your checklist.  
You ask yourself?  
Does the U.C.C. apply.  
If so, we will talk about it.  
If it is no, I never bring it up.  
Since we are dealing with cotton batting, transaction of good, U.C.C. applies.  
Merchants deal with goods of a kinds or holds them out with special knowledge or skill.  
They say that Cotton Company deals with batting, I feel they are both.  
I want to get in and out because they gave to me.  
My offer is in the second paragraph, May 1st telephone call, he said they pay top dollar, by the language in calling shows manifestation of intent.  
The large batting of the quantity, by the end of the day time period, top dollar is the price and batting is the subject matter.  
We have an offer on the table.  
Next we have what?  
Was there an acceptance?  
We didn't do a return reply but they did deliver.  
By their conduct we will find, that's a proper method of acceptance under the U.C.C., you can accept by conduct, you don't need a return.  
‑‑ I have consideration so I do have valid contract formed, don't I?  
Once you formed the contract don't jump on me, I want you to look at and see if there are viable defenses.  
Statue of frauds how do you miss it?  
If go to your inner checklist you will pick it up.  
This is contract for the sale of goods of $500 or more.  
So pursuant to the statute it must be in writer.  
This is on the telephone, not in writer.  
$5,000 for the batting, through the telephone unforeseeable and look for your exceptions.  
What are your exceptions for the U.C.C., we can use sufficient memo, I don't have writing here, full apart payment or performance ‑‑ or through a merchant.  
I have performance, we have them delivering the batting, why would you have done it without a contract.  
That will take the contract outside the purview of statue of fraud.  
The premise is the presumption of fraud we want to make sure that's not going on and you wouldn't deliver batting unless you felt there was an agreement.  
Do I see any other defenses?  
Mistake?  
Ambiguity?  
Fraud?  
Parol evidence?  
No.  
How about your conditions.  
We know there are at issue, why?  
Because they cancelled the contract.  
That was a blow to him.  
Cotton Company must deliver before buyers obligation to pay arises.  
They delivered what will buyer argue?  
I mean possibility.  
Remember with impossibility it comes up a lot but doesn't work, it is objectively impossible ‑‑ he ran out his entire production stopped but he needed this order for Sleep Co but they stopped.  
Buyer's performance is not excused.  
Frustration of purpose where there is unforeseen event which what?  
Makes the contract not viable but it had to be contemplated between the parties meaning we didn't discuss it.  
If buyer said to cotton company I need this to fulfil my order with sleep co and if they take the order, now we know the purpose for but that's not stated.  
He may say I only ordered it to be fulfil that order and didn't expect it to be cancelled.  
But you enter contemplated that with Cotton Company, they had no reason to know.  
You have to fully perform.  
 Impractical, so it is not unconscionable in regards enforcing the agreement.  
That would fail as well.  
I told you if you see possibility look for commercial [Inaudible] those three have a tendency to go together.  
‑‑ you want to look for them two or more if you can to excusing a parties conduct.  
They are condition, you want to go in there and looking.  
Breach, it is unjustifiable to the terms of contract.  
They delivered the batting and what did buyer do, goes to the essence of the contract.  
Major breach.  
And viable damages and remedies.  
And you can get the contract price, $5,000 and any instilled damages and if I get the goods back that would be offset.  
They can't get the batting and the $5,000.  
That would be your primary call number one in breach of contract carrying it all the way through.  
Understand the issues we went through, you form the contract, you had the statue of frauds, we had conditions and excuse that condition and go from there.  
Okay?  
Call number two in regards to right to reclaim, seller remedies in buyer insolvency, once they discover they are insolvent, seller has the right to reclaim those goods within ten days that is based on good faith.  
Once they learned ‑‑ the dates May 1st they delivered and we go back to May 5th they learned, that's the ten‑day grace period.  
Another issue you could, or sub issue, it is for upper class man, you learn that later in U.C.C. if he did get give that batting away, there is nothing left to give and that could cutoff [Inaudible] I can't go after buyer for what he did, right?  
That would be your call number two.  
Formation in this exam, U.C.C., merchant's not a big issue.  
Make sure you support it with the facts an break apart your elements.  
Statue of frauds, that's a good issue here.  
I STRACH my head why it would be missed.  
You have to bring it up and show it.  
Remember statue of fraud show me how you get in then headnote the exception and show me how you get out.  
Don't put them together.  
Two separate issues.  
In regards to conditions people didn't talk about them.  
Once you find one you need to find to see if you can find excuse for the actual performance.  
Follow the call of the question.  
Students left it out.  
Say something.  
I told you if I don't know what do, go back to the last paragraph and learn how he was in solvent, use the facts and place the demand on good faith so they can reclaim the goods.  
These are the things I'm thinking and get partial credit for.  
Go back and use those facts if you are are not 110 percent what was the actual rule.  
I tell people it is common sense you should get it back if you it hasn't been paid for.  
U.C.C. it is reasonable terms, reasonable time, and not to exceed ten days.  
Questions on the contract question number two?  
In regards to the fact, break it apart, support it and let reader know you know how to analyze.  
Question number three is crim law, what criminal charges if any should be brought against art and Ben, what defenses do they have?  
I know it is crimes so write out crim law checklist.  
But it says charges so two or more.  
What does it mean should be brought, what is should we?  
Strong facts go to an element, I better bring it up, even if it will fail.  
It says against art and Ben, I can lump them together but most likely you can't.  
What does that tell me?  
I have multiple parties I have come accomplice liability or conspire see, one party did something while one watched, something.  
Otherwise why give me two people.  
What defenses, they separate them out for me and I'm looking for two or more, not just one.  
Let's go to the facts.  
After drinking heavily, stop.  
What are you thinking of already.  
Intoxication and it looks like voluntary intoxication, when you are dealing with intoxication I bring up?  
Diminished capacity.

(Reading)

Decided, what does that make you think of?  
Conspiracy.  
That is agreement, two or more unlawful act.  
It says an all night convenient store, that raises the issue of burglary, doesn't mean it will succeed but you have to bring it up.  
Remember you are still responsible for common law.  
If fails bring up modern law aspect.  
If you are going into a store to steal that's burglary, bring it up.

(Reading)

Yell this is stick up, we got the burglary, how about robbery?  
Robbery carrying away the personal property of another by force, fear and intimidation, this is stick up.  
They discover the only person in the store was Mark who worked at the store and Fran a customer.  
Art became enraged.  
He regarded Fran as his steady girlfriend, I'm thinking provocation.  
If there is a murder I'm thinking of voluntary manslaughter.  
Says here Art announced we will chill these livers out and loaded them into the truck.  
Aspiration, makes you think of kidnapping slight movement.

(Reading)

False imprisonment.  
(reading)

Ben wasn't present.  
It happened outside of his presence, will be repute this onto Ben do to Pinkerton's rule.

(Reading)

We go in there brandishing guns, then I take the 250 after I put them in the fridge, that's an issue of larceny.  
You gave $250, by force, fear and intimidation, we have a question mark there.  
The

(Reading)

Did he try and kill her?  
It was a fridge versus a freezer but you could run out of the air?  
Attempted murder?  
Mark suffered from pneumonia.

(Reading)

What does that tell me?  
He had susceptibility, how am I responsible for his death?  
That is defense skull rule, you take them as you find them.  
You didn't know about his susceptibility, doesn't matter.  
What criminal charges should be brought against Art/Ben.  
I will start with Art first.  
In regards to Art I will talk about the conspiracy off the bat.  
With this call I set it uptake it order of what occurred.  
If you look at it and it says I can't bring up the defense, that's call two, decided they would rob, triggers my conspiracy.  
I will bring that up.  
Conspiracy is an agreement.  
They did agree, they decided.  
And it was between Art and Ben he with do have conspiracy.  
And they yelled, common law burglary.  
You will go to common law first, prove it up or if it fails, go to your modern law.  
Common law you need the night time, breaking and entering with the specific intent to commit a felony wherein.  
There was an entry but it was open to the public.  
Breaking?  
No.  
It is a store not a dwelling house so will fail under common law.  
But modern law we will be successful.  
You still need entry.  
If you enter with the intent to the steal [Inaudible] would be considered transitory.  
I do have modern law burglary and this is number issue missed by most people.  
When you see people going into a store you should be thinking about burglary or to a car, think burglary.  
Next when they went in this is stick up, I'm thinking robbery.  
$250 from the cash register, there was a taking, but was it force, fear ‑‑ they weren't present they were in the fridge, you can argue it wasn't by force, fear and intimidation.  
It is an attempt issue.  
When you do see an attempt what does that mean?  
You only focus on the elements of the attempt.  
You need to show specific intent, substantial step, preparation versus [Inaudible] they did take a substantial step they did agree to go into the store and say it is a stick up, had specific intent.  
Took a substantial step.  
Art became enraged.  
They didn't carry it all the way out.  
Better charge is attempted robbery.  
They didn't carry it all the way through.  
The best argument is attempted robbery.  
So you can see in this exam I did bring up robbery as well as the attempt, the facts are playing with me here.  
I want the reader see I know what you are doing.  
It fails because the force fear and intimidation remember, again, I can't stress enough when you see the issue of the attempt, please only focus on the elements of attempt.  
Don't go to the underlying crime.  
That will hurt you.  
Back to the facts.  
He became enraged so what did he do, he will chill the livers out and load them into the truck, I will argue kidnapping.  
He put them in the truck and driving around.  
False imprisonment, he locked them into the fridge.  
Then it tells me that mark died from pneumonia, see we have homicide to discuss.  
‑‑ how can know when it will merge, look to the elements if the elements overlap like robbery and larceny they merge because the element RS the same except force, fear and intimidation.  
Further in discussion of murder you have unlawful killing with malice a for thought.  
Did he have the intent to kill?  
That's argue able.  
To cause great bodily harm?  
Obviously yes.  
Was he reckless?  
Yes?  
Was in the commission in the inherently dangerous felony?  
Yes it was.  
You will argue three ways to show malice.  
That will help you.  
I will argue all three of the ways.  
Modern law burglary works.  
Even though it says inherently dangerous felony and robbery would work as well, wouldn't it?  
Of course, actual cause but for locking you in the fridge and getting pneumonia to die, is it foreseeable?  
I would say it wasn't.  
Because he extraordinary susceptibility but you take the victim as you find them, that's the way he is, it would be foreseeable based on his condition.  
You should be guilty of the murder in the first degree.  
You know they are blaring at you to talk about voluntary manslaughter because he became enraged.  
It is a way to mitigate, you need advocate ‑‑ in sufficient time to kill.  
We became enraged.  
Since he regarded Fran as a girlfriend, he became jealous.  
Would a reasonable person act this way?  
And what were they doing?  
It doesn't say they are doing anything.  
Another than she is in the store.  
Did he have stuff time to cool off?  
No.  
A reasonable PRN would not have acted in this matter, so we will not allow him to mitigate murder one to voluntary manslaughter.  
I would bring up attempted murder to Fran, to me it is a bonus.  
He is is mad at Fran, chill these livers out, good language, had specific intent to harmer had.  
To kill her?  
Argue able.  
She could have suffocated.  
Make your argument.  
You can conclude either way, it doesn't matter.  
Pick a side and go with what you think.  
Am I done?  
I'm done with Art.  
I have Ben.  
What did Ben do.  
Conspiracy, define, discuss, can I impute?  
You looked at your crimes and found guilty of ‑‑   
Regards to the modern law burglary.  
‑‑ I need to look at those and say Ben didn't do any of these and can I impute it onto him.  
You guys don't break it apart.  
And you need to.  
‑‑ break it apart.  
Ben will argue I can foresee the robbery but could he foresee the murder and ‑‑ prosecution will argue everything but not the murder and ‑‑ it is foreseeable death can result because robbery it is a dangerous crime.  
You have to argue both sides

(Reading)

You would bring up larceny with the 250.  
He did take the money.  
He left carrying a way and it belonged to the store.  
If he left with the money that shows he had the specific intent to deprive.  
Right?  
Those are all my crimes between Art and Ben in call number one.  
See that?  
There is a lot more there than it looks.  
It is quite a bit.  
What defenses.  
This gets people.  
They see voluntary intoxication.  
It only negates specific intent.  
Regards to my attempt, larceny, burglary.  
If I found murder ‑‑ of course people leave.  
But it said defenses, so what is the other defense you should address here.  
The one we can grab onto, is diminished capacity.  
You don't fully know what you are doing.  
You drunk so much you are not fully aware of your actions.  
It is hard to do why?  
You could go into the store, drive your car, lock them in the fridge, intoxication won't be a valid defenses.  
On this question where I see a lot of students most people did see the conspiracy but NIR analysis wasn't strong.  
People missed burglary, and regards people didn't know skull plaintiff, if you see that go with your instinct.  
Even though you think it is Torts, it carries over.  
That's question number three.  
Any questions on that?  
Again there is a quite a few issues and good issues.  
The one area in crim law I want you to be great in is conspiracy in Pinkerton's rule, comes up all the time.  
It will be there.  
I want you to to work on get fine tuning and work on mule tie state and some with the U.C.C. that is coming down.  
You want more questions?  
You can go to Taft website, we have mini Baby Bar questions on there with Taft model answers, we have model answer.  
I would like to see you stick to the model answer because that will help you.  
I don't want to confuse myself at this point.  
I want to understand what needs to be there and what needs to be written on the exam.  
Questions?  
We are getting close.  
We are about two weeks out.  
If have any questions during your preparation shoot me an e‑mail at jdadmissions@taftu.edu.  
Make these last two weeks count.  
You can do it.  
You have to give it your all.  
And you have to go in and take control of the exam, don't let it take control of you.  
Take control of that examination.  
I wish you all the best of luck on the up and coming baby bar.  
Shoot me an e‑mail if you need help.  
I wish all good luck.  
Good night.  
(Class ended)