DISCLAIMER:  This is NOT a certified or verbatim transcript, but rather represents only the context of the class or meeting, subject to the inherent limitations of realtime captioning.  The primary focus of realtime captioning is general communication access and as such this document is not suitable, acceptable, nor is it intended for use in any type of legal proceeding.

TAFT LAW SCHOOL

BABY BAR

CART captionist: Leah Javanfard

09‑05‑17

INSTRUCTOR: Good evening everybody, we are talking about the essay that was sent out to you.  
Reviewing that question and what you are seeing and the model answer.  
These sessions are recorded if you want to go back and review, go to student section on Taft's website and go to the Baby Bar miniseries to listen to.  
Let go ahead and take a look at the question.  
Hopefully you have the essay question in front of you.  
I have thought you the first thing you should do is read the call of the question.  
This is important for a couple of reasons. On the Baby Bar exam you won't have a contract question it will be your job to determine if it is a contract, Tort, essay question when you read the call, it will give an idea of what is this subject matter.  
That will help you.  
A lot of times it helps narrow me down what they are testing. That's important. We want to make sure we follow the call of the question and answer the call of the question.  
Sometimes when we read the call and we read the essays we go on tangit and never answer the call.  
Pay attention to the call and understand it and make sure you answer the call.  
Rule of thumb on your essay question start with the call of the question, this call was enforceable contract formed by the seller to sell the bill to buyer for $15,000 discussed.  
What does this call tell you?  
First of all it says was enforceable contract formed?  
The call narrows me down to formation issues. Enforceable contract, that language, you should be thinking about your checklist.  
Thinking of UCC, preliminary negotiation, acceptance, defenses like statue of fraud.  
This call is directed me to.  
It further states binding seller.  
How do you bind a person?  
You specific performance.  
I have a formation and binding, which I should address the issue of specific performance.  
If I read this fact pattern, there is a valid contract and talk about conditions I know for a fact I made a mistake because the call of the question.  
So again the call can help you under the pressure of the exam. We do silly things, it can help me narrow down what they are testing and I can be more focused with my checklist. When you know what they are testing write your checklist in shorthand especially in contracts that will help you determine.  
If we find an offer and you find an acceptance the next issue cannot be?  
Counteroffer.  
You want to take contract like I told you in chronological order and you want do that on your multiple choice questions.  
When you take exams which this one I will point out to you, as well as other exams.  
Sometimes there multiple ways.  
We can talk about this issue and/or this issue or you should have addressed both.  
I will point that out to you, so don't be frustrated if you didn't see it.  
If you didn't address it and need an alternative.  
There is not just one way to write them.  
Remember if have any questions, question/answer box place them up there for me and I will be happy to answer those for you.  
We read the call of the question, we have good understanding of the call.  
Now to the facts.  
Someone inherited antique dolls from her aunt.  
Stop at the period and see what they are telling you.  
Seller inherited what does that tell me, she is not a what?  
Merchant.  
Since she inherited.  
Unless she gives me fact she has knowledge about the antique dolls.  
seller is not a merchant.  
In her aunt's estate the collection was $15,000.  
We see the value on it.  
I'm thinking UCC, transaction of 5,000 or more, or statue of fraud.  
These are issues you should be thinking of formulating in your mind.  
On September 1st, seller wrote signed and sent the following letter to doll collectors in her area.  
Dear doll collector I'm not now in collection of antique dolls that I'm willing to sell for $15,000 to the first person that contacts me.  
This offer is good for 30 days if you band to inspect the dolls I will be happy ‑‑ what is going on?   
She is selling multiple offers isn't she, but the first one that let's me know that's how you will accept.  
You need to be the first to let me know.  
She is dictated the method of the acceptance, the first one.  
If you go through in regards to your offer the language willing to sell shows the intent and we have the doll collection being the quantity, identity of parties herself, the price of 15,000, subject matter of the dolls.  
It looks like this is a strong, based on the facts, issue of law firm.  
Further state this offer will be good for 30 days.  
Hm... what does that trigger?  
When you see 30 days you should be thinking that you are interrupting you will keep the offer open, I'm thinking about option you can't rebuke it until the period of time you stated, and this fact pattern is 30 days.  
What else do I know?  
It must be supported by consideration.  
Remember when you see an issue on the exam and it fails as to an element, you still bring it up.  
If there are strong facts that supports an element, you know they want it.  
You would bring it up.  
If the option fails you can always go to firm offer that's between one party as a merchant and needs to be in writing and can't exceed 90 days.  
Further states and we have the issue of the offer on September 3rd, on the third paragraph, buyer who was familiar with the collection, familiar buyer might be a merchant.  
That means what?  
Buyer collects antique dolls.  
She called seller to inspect dolls on the same day.  
The fact that buyer similar tells me based on the facts probably you hold yourself out special knowledge and skill since you are familiar with the question.  
Buyer went to sellers home to inspect and photographed the dolls. She said I'm interested, but I want to do some research. So when buyer said to seller I'm interested but I want to do some researcher, is she rejecting?  
And it doesn't really have words of what?  
Rejecting the terms of the offer, I want to do more research, the rejection fails but the offer is still open until the first person that lets me know.  
It says I will get back to you. Said seller, okay but my letter went out to a number of other people I'm selling to the first one I actually hear from who wants to buy the entire collection.  
At this point she made it clear how to accept.  
The first person she actually hears from that she wants to buy the collection.  
You will see sometimes if they want an issue it comes back multiple times different ways. The method of acceptance came back, the examiners wants to address the issue.  
On September 4th buyer took the photograph to expert doll appraiser and paid the appraiser a thousand dollars. So she paid out money.  
That shows a forth of what?  
You will keep the reliance open keep the offer for 30 days.  
The appraiser told the buyer the dolls were authentic and worth at least $30,000.  
Buyer immediately phoned seller who is not at home.  
She left a message on her machine saying, "this is buyer. I like the dolls."  
Is that an acceptance?  
Sometimes based on the facts we get one sided.  
You need to look to both sides.  
Someone calls you and says I like the dolls, is that enough?  
Please call me at when you get home, is there enough there to show she is consenting to purchase the dolls, there is not.  
I like them call me, for all I know you would say would you take $14,000.  
There is nothing based upon that phone call to show there is unequivocal that you have understanding you are accepting based on the terms of letter, ie the offer.  
The further state also on September 4th and to be sure buyer wrote and signed letter saying I accept your offer.  
That looks like an unequivocal, I accept your offer, it is clear.  
You are accepting pursuant to the terms of the letter sent out to you.  
Further state and deposited the letter in the post office.  
What does that tell you?  
Do we have a contract?  
If we have an offer and you accepted is that accept effective?  
And of course buyers can argue the Mailbox.  
Pursuant upon dispatch at that point pursuant to buyer we do have a valid buying contract.  
But seller will content it will not apply here because I made it clear based on method of acceptance I will sell it to the first person that will let me know.  
That's a counter argument.  
Soon after the buyer returned home after depositing the letter at the mailbox she received a call from seller, I want to let you know I've had an appraisal made and I won't let it go for less than $35,000. That's a revocation.  
The issue with the revocation, when is it effective?  
Upon receipt, but it has to be timely acceptance.  
If acceptance did take place and if you did apply the Mailbox Rule then of course you couldn't revoke the offer, versus the method of acceptance, there was no acceptance so I have the power to reject the offer.  
They have you think both ways. You need to bring up both sides, to do well on this examination.  
Buyer responded you can't do that, I accepted your offer so you would have to sell it to me for your $15,000. Was there a valid contract?   
With contracts and I can't stress it enough, take your checklist in order, the first thing you will ask yourself does the UCC apply?  
Since we are dealing with antique dolls I will address the issue of UCC, transaction of good, dealing with doll collection I will point out it is a good so the UCC does apply.  
Next I would take it in the order of my checklist, do I need to address the issue as to merchants?  
I do.  
Remember merchants are people who are dealing goods of a kind or hold themselves out with special knowledge or skill.  
I will argue she doesn't deal with goods of the kind or special knowledge of skill, but buyer is a well‑known doll collector and she was familiar with the collection. I will argue that she does have particular knowledge and skill. I will find based on my analysis she is actual merchant, but seller is not.  
I did UCC and merchant, do we have an offer?  
Sensation of intent and communication of the offeree you need to break apart each of these elements and how it is supported the facts.  
You give me the rule and you basically throw up some facts and don't tie it in and that will hurt you.  
You need to try hard on your first couple of pages of the examination because the examiners are making a determination about you at that time, so show them you know how to do the analysis.  
Break it apart.  
It doesn't need to be lengthy. What will show the first element of intent that they want to be bound by contract?   
The fact that she sent a letter to doll collector. I'm willing to sell for $15,000 for antique doll collection.  
Based on her statement shows her intent she wants to be bound by contract. You want to spell out your terms.  
I use qui tips.  
It stands for quantity, time, identity of parties, price, and [Inaudible] you need to support this based on the facts.  
What shows the quantity?  
We have one doll collection.  
Time period?  
Where you have to go back in the facts, what can I grab onto?  
First person to respond.  
Identity of parties, seller and buyer.  
Price.  
All the terms are stated, aren't they?   
The seller sent the letter to buyer and we know buyer received the letter because buyer called to inspect, so it was communicated to offeree.  
I broke apart each element and before I concluded that there was a valid offer.  
Versus seller wrote a letter saying I'm willing to sell the doll collection [Inaudible] break it apart.  
Analysis is not very strong because we don't dissect the elements in rule of law.  
We need to do that, that is showing support to support your analysis.  
Again looking at your checklist.  
Just saw the offer and take it in order.  
We said 30 days.  
Next my option I will argue.  
To keep an offer for stated period of time and it needs to be supported by consideration.  
Go back and pull out the facts.  
Seller represented what?  
Good for 30 days.  
Promise to keep it open for 30 days.  
Was there consideration?  
Two ways you can write this.  
You can argue no there was no consideration.  
The other argument you can bring up here to take it out based on reliance because buyer showed up and inspected the dolls took photographs of the actual dolls, so these are all facts to what?  
Argue she lined her detriment that you will keep this open for 30 days until I make my determination.  
Will you argue that and bring it up, you should have brought up your option issue and failed it for lack of consideration.  
Remember for the examination purposes we did trigger UCC, didn't we?  
When the UCC trigger based on the fact pattern, bring it up, option fails look for firm offer, it succeeded I would never bring it up.  
For your purposes I did the option and argued reliance and I found the option worked assuming that, right?  
And then move on.  
If you do see facts that raise an issue, but you wrote yourself out of it, assume the court doesn't find this and move the other direction.  
With the firm offer it is irrevocable.  
This comes up on multi states one party has to be a merchant.  
The one that made the offer has to be a merchant.  
Assigned writing that gives assurance that it will be open for certain period of time but not exceed 90 days.  
They like to test, it is not in writing.  
The problem it is not in writing.  
The other issue they hit they tell you it is good for 120 days. You will pick the choice for the multi states it is not valid, it is valid but only for 90 days, it can't extend the 90‑day period of time.  
I want you to be aware of it.  
It is good issue.  
Something you should know and I should get it correct.  
Based on these facts sellers letter would constitute the writing, but we found seller not to be a writing that's where it would falter.  
30 days doesn't exceed the 90s, in writing based on the signed letter, but the seller is not merchant if you didn't know that rule, but it has to be the offer.  
So we will find that the firm offer rule fails.  
Next what happened? I take it in order looking at my checklist.  
Will buyer based on the facts call and inspect the dolls? I'm interested but want to do research and get back to you.  
Did she reject that letter/offer?  
Rejection is what shows the offerees intent I will not accept. Can we pull that out based on the facts of what she is saying?  
I'm interested, but want to do more research.  
She is not saying I don't want to accept these she said I will get back to you.  
Therefore you bring up the rejection and those it fails.  
Where am I on my checklist?  
I'm still between offer and acceptance issue, aren't I?  
It is important to know where you are at.  
Next what happened?  
We did have the buyers telephone call.  
Usually and if you look at my model answer I did this, I put acceptance the buyer telephone call, I let the reader know multiple letters of acceptance, not read it but see it.  
With acceptance you need unequivocal sent to the offer, when they left the voice message was that enough based on the verbiage that I like the dolls? Was that enough to though unequivocal to the terms of seller's office offer the answer is no?   
What she say?  
I like the dolls but please call me.  
And left her phone number.  
Doesn't show about the letter that was sent out to purchase the dolls at $15,000.  
You will bring it up and show?  
It fails.  
My next acceptance is the letter.  
And buyer did write a letter that I accept your doll collection for the $15,000 price.  
That's very clear.  
I do have a valid acceptance and buyer will argue pursuant to Mailbox Rule the acceptance is effective upon dispatch.  
Look at the facts?  
On September 4th I wrote you the letter and sent it out to the post office and deposited the post office. She will argue on the fourth prior to that phone call that seller gave to buyer there was a binding contract based on Mailbox Rule.  
This is another argument you can bring up.  
Method of acceptance.  
Buyer will argue right in regards to the language and Mailbox Rule we have binding contract.  
Seller will say I stated in my offer willing to sell to the first person that I heard from.  
First person who let's me know he or she wants the election.  
Pretty strong verbiage.  
Also when she went to meet and inspect the dolls she said I'm to the first one that hear from that wants to buy the entire collection. She is reiterating that twice first person I hear from.  
I haven't gotten the mail, haven't heard from you.  
That is counterargument seller would made.  
Buyer have‑not fulfilled as my terms based upon the offerer.  
You see that?  
Method of acceptance is good issue actually.  
People seem to miss it, comes up more than people realize.  
Just look at the verbiage.  
Now again going in order we saw an offer we saw in regards to rejection, acceptance, we argued it failed, what happened next?  
Seller called and said she is not selling for less than $35. That's an issue of revocation.  
Revocation has to be expressed from the offerer it is communicated from offeree timely acceptance.  
When is revocation accepted by the way?  
It is effective upon receipt that is something multi state orientated if I mailed my revocation it is effective upon receipt and we will role play that I mailed my revocation after you mailed your accept answer, do we have revocation?  
Yes we do, because it is effect dispatch and revocation upon receipt.  
They vacillate back and forth those are testable issues on the multi state.  
They will bring up the fact that seller phoned buyer that she ‑‑ less than 35,000, she revokes the offer that she gave to buyer further she called buy to she is communicating the offeree.  
Now the issue is was the revocation done timely to acceptance?  
You can argue both sides.  
Buyer will say I placed that letter in the mailbox, it is effective dispatch.  
You can't revoke.  
The acceptance was timely.  
Seller method of acceptance.  
I dictate how I accept.  
I want to make sure you understand because people tell me my answer has all your issues too why did I get a different grade, higher grade?   
It is the sub issues within it.  
Issues are important but that means what the facts put issue within that element is also important and that's worth more points. Revocation worth a lot?  
What about timely accept sense?  
Of course it is because it is a grey area and they want to see how you analyze.  
That's so important.  
Not just the main issue, but the sub issues too.  
How do I do that?  
Practice is one, yes.  
But based on the facts.  
If I understand I told you earlier on people don't do well on essay because they don't read you need to break this stuff apart and reflect what they trying to tell you.  
It is only one page some law schools test 3/4/5 pages.  
It's one page.  
Break it apart.  
They are trying to tell you something, you need to dissect it.  
How you conclude to revocation does it matter if you find that the offer was effective revoked assuming that and moving on or if you found that acceptance was effective you go straight to consideration.  
You want to be consistent with your conclusions, but I also know base often the facts there are other issues.  
Assuming the Court finds there was an acceptance ‑‑ don't ever write yourself out of the exam. How do I know when I can stop?  
The facts.  
If I see facts to multiple issue. I know I need to continue on the examination.  
Basically consideration, what is consideration here?  
Some reason this issue difficult for students, they always say you didn't pay me anything.  
Consideration is what you bargained for, we didn't exchange hands on it.  
I'm giving up something. I didn't have to do being the seller of the doll collection receiving benefit of $15,000.  
Buyer is giving up something $15,000 in exchange for the doll collection. We have consideration.  
Sometimes based what I've been seeing you write there is no money transpired there is no consideration, that's not how it works, it is what we bargain for to see if you are giving up something and exchange getting something and vice versa.  
In this case I would get relatively in and out $15,000 for the exchange of the doll collection.  
So we do have an agreement that is supported by consideration.  
At this point we have formed contract.  
Yeah.  
Don't stop there.  
Look for your defenses to formation.  
The defenses to formation are highly testable because we have tendency to leave them out, don't know why.  
We get excited we formed contract we don't look at it. Run it through the checklist, do a see mistake or ambiguity, or statue of fraud.  
We will talk about the statue of fraud, for $500 or more must be in writing to be enforced.  
An arguably we have doll collection for $15,000 and we analyzed it is a good, and it is a contract for fifteen thousand, but we don't have in a writing, do we?  
Some of you try and argue that letter, you can't that's the offer.  
You want to pay attention to that.  
I see on exams they will refer to the original offer, that's the writing.  
That's just the offer.  
That would be the writing it is sufficient memorandum.  
Or what it is saying solidify we did have transaction with each other.  
We find within the purview of statue of fraud.  
We get in and you run to run is it through your checklist of exceptions and see if can get out.  
For sale of goods you can take it outside the purview of statues for sufficient memorandum, full apart deliver, or full apart payment or estoppel, that works for all of them.  
One that the bar examiners like to test?  
Because I guess we don't seem to know it.  
In regards to the argument here, definite terms we will argue sufficient memo but it is the offer, no way they four agreement each other ‑‑ I don't have written confirmation, so remember the written confirmation that you confirm you fail to object within a time ‑‑ I don't see that going on here.  
I don't see fall apart payment or deliver, estoppel.  
How does that work?  
It takes contracts that fall within purview of the statue of fraud outside of the statue of fraud if you show reliance by conduct.  
Based on these facts and another you could have brought up here, good argument, why would buyer take photographs and take them to doll appraiser, pay $1,000 unless we had an agreement?  
She detriment and relied based on her contract.  
I wouldn't spend $1,000.  
Based on the reliance of her conducted you can argue you that to take it out of the statue of fraud.  
Please look at that.  
Questions comes up more than we think.  
The examiners know we don't know it.  
I told you which is not applicable in this exam, incomplete writing.  
Very testable on the Baby Bar because they know we don't understand the rule, they always look for oral.  
It does come up.  
Under defenses to formation, I wasn't to my sufficient memo showed it fail and argue my estoppel to take it out.  
I can continue out and point out any defenses I find applicable.  
You can talk about mistake.  
Is it a [Inaudible] mistake or mutual mistake.  
I can see unilateral?  
Seller doesn't know the value of the doll.  
We don't know when that was, that could have been 25 years ago, we didn't get a date.  
Mistake what does the law say about that?  
Anyway the other side knew that you were under mistaken belief.  
If you make the general rule, if you make a mistake in price, sorry.  
You are held accountable, so an antique store they mark a vase five bucks and it should be $50,000, sorry.  
It is an issue you could bring up, some issues do and do but it will fail.  
It is an argument if you think about it, that is something seller would argue.  
I would go to breach that seller and buyer had an agreement, seller is willing to sell not now unless you do it for $35.  
Seller is in breach and you could address damages, but what are the damages?  
Generally would be like the cover, replace the actual good, contract place and what I had go replace it with it.  
Antique doll collection there is not another one sitting somewhere else.  
And specific performance is something I want you to know.  
They are testing it more and more it is relatively new for the Baby Bar.  
Specific performance it is echo remedy and you will learn, you have to show why money will not make you whole, the court not force somebody to do something they would rather give you the money and put back to the status quo of putting you back.  
They needs good, so money won't be satisfied or whole I want that doll collection, I can't go out and replace it.  
She is refusing to sell it they want the court to mandate that seller to turn over that doll collection.  
Specific performance you could make that should be warranted based on these facts.  
That's the issue you should addressed in this question.  
There is a lot of good salvation and good points and something I want to pickup.  
I'm into my points, I want my 80/85 on my essay.  
Take out of the model answer.  
I want you to get used to, you don't always have to restate the call. I do that, so you know where I'm at.  
I jump right in there.  
If it gave me call 1 and 2, I would go right into the issues.  
This is generic call so I start with UCC.  
I want you to see with format how things are broken apart.  
Your eye can see where the issue is, the rule of law, analysis and conclusion make it visually appealing to the reader.  
Break it apart.  
And you can tell, she breaks it apart by paragraph and you can go to the sub issue.  
If I can please tell them please me with a better grade.  
That's my goal.  
Presentation is important.  
Issues don't combine them.  
I see times option firm offer, you can't do those together they are two different rules itself.  
Even the acceptance issue that we went through, the telephone call, and the letter those are really separated you can define the rule for acceptance, but they are different conduct that should be addressed separately.  
Mailbox Rule under the second acceptance you shouldn't have to head differently as long as the reader can see it.  
The statue of fraud is one issue that's not written a lot by students properly.  
You want to show me how get into statute and then show me exception how you are getting out.  
Don't put together.  
They read these quickly.  
Couple minutes, done.  
You spend all this time and this hard determination you let them see it in the headnote so no question about it. Presentation and think about it if looked a book that is messy and can't read it, I'm not thinking high thoughts about this person, but if something is laid out and show you care.  
Subjectivity plays a role.  
I want it to my benefit.  
Again look at these answers and how to lay it out, how to receive and break apart IRAC.  
I want to stress your analysis.  
You need to break apart the elements.  
You should show every fact is supported, these facts show this element, and this element and there for you should win.  
You have to break it part.  
You need to show support.  
Even if it is obvious.  
You have to show that is supported based on the facts.  
Regards to examination option is missed, firm offer, the acceptance, people lump them together they don't talk about them properly.  
A lot of people miss statue of fraud, don't know why.  
It is oral.  
Of course some exams they are trying to argue offer as the memo you bring it up, but it won't work.  
I did see in regards Mailbox Rule remember to address the mailbox you need to approve the acceptance first, you can't just jump into it.  
Your organization follow the contract checklist, separate your issues.  
You want to break it apart and dissect it that way.  
Before we do multi states, any questions on this essay.  
Did most you get those issues?  
If you didn't get them can you see it now?  
The letter is to one doll collector but that means we have multiple what?  
Offers.  
If you are saying that I'm sending a letter to multiple parties what does the letter say?  
For all I know it is a gas bill, you need to pull out the language, the verbiage is important.  
I could send the same thing to five people, I'm just asking what you think about my doll collection.  
I'm willing to sell pulling out the language that shows intent there is no question.  
To me is important.  
If you are making an argument for your client, your side.  
Any other questions?  
If any come up let me know.  
Did you see the option?  
Did you guys see or I hope you see the reliance argument, it is based on the facts and how we break it apart and how we read.  
I only have three multi states that people had questions on, if have more, I will address them for you, let me know.  
The first one I have is question number 22 and 23.  
Remember to always read the call of the stem of the multi state and that will narrow down what is being tested and remember multiple choice you won't know if it is Tort ‑‑ to what subject matter and that's important crimes ‑‑ Torts because sometimes we have the issue.  
Battery exists in Torts and crime.  
We assume that Gabriel made ‑‑ assume that on January 1st Gabriel informed Michael that because he was unable obtained loan he was calling off the deal in action for breach of contract brought against Gabriel by the proper party will he ‑‑ obtain a loan.  
They did narrow me down to his in ability to attain the loan.  
What does the parties contract form, Delta other side know they need to give a loan.  
Without reading the facts this could be pro evidence issue program, or modification or condition.  
now I have to go read it and see what they are testing.  
It gives to me that helps me jump on particular issue.  
Michael's daughter was going to celebrate her present for her 30 birthday he was wealthy and successful building contractor, but began as an assistant brick layer, he gave her a gift with love laborer of hands he went into a broken contract with Gabriel and built a brick fireplace for Gabriel and Gabriel would give $1,000 to her on her birthday by Michael to Gabriel's satisfaction ‑‑ before signing the writing, this is before, Gabriel and Michael agreed orally that Gabriel would make reasonable effort to obtain a loan, but if unsuccessful by January 1st the agreement would be offset.  
Before the actual signing, the oral agreement.  
Doesn't look like pro evidence.  
It is actual condition of terms of contract, isn't it?  
There is a condition for us to have a contract and need to obtain this loan.  
They have tested this with the one of the piano, that I would buy the home if there is a piano to fit.  
You will see based on the facts when they want you to jump to a condition issue.  
Based on the call we are looking for the defense for his inability to obtain a loan.  
If he is unable is he in breach of contract or not?  
If Gabriel is successful in ‑‑ will he ‑‑ A and B says yes because, yes because C and D say no because.  
Can you pick the two I can eliminate?   
Anything with a because ‑‑ if you know which way you are jumping whether for Michael or Gabriel, you should eliminate two off the bat.  
People told me they ran out of the time.  
They had to bubble 30 of them.  
You need to be more efficient.  
If you can eliminate two and don't read them.  
Do we feel yes or do we feel no?  
I feel the answer is yes, so I will eliminate answer choices C and D.  
I won't read them.  
Don't have time.  
Answer choice yes because of a b taking the loan was condition to [Inaudible] I like that.  
There was a condition prior to forming the contract.  
I still need to read B.  
Yes because of modification because of construction contract.  
I like ‑‑ maybe it is a modification and I question myself of construction construct ‑‑ wait a minute what do you need for modification ‑‑ I don't see consideration.  
If I found this to be modification I know I'm barking up the wrong tree.  
If I can't tell, apply your rules.  
So A is the best answer choice it was a condition precedence to enforceable contract.  
Do you see that?  
Question number 23, which is stemmed off the same facts.  
This question assume that Gabriel obtained the loan and Michael completed building the fireplace on February 5th and because Heather had married a man that he did not approve, Michael asked him to pay him the money directly.  
Gabriel did on the sixth on the twelfth Heather learns on the twelfth of the agreement.  
Will her lawsuit succeed?   
We have heather doing what?  
She's going after Gabriel.  
She didn't contract after Gabriel.  
How can she go after him?  
Third party beneficiary issue, that's where your approach will work.  
Contract entered for the benefit of the third party, Gabriel and Michael's contract was entered for thousand dollars go to daughter it wasn't benefit for third party, the daughter.  
What else do we need to show, intent of the formation stage to benefit her?   
Based on the agreement, yes.  
Would she be creditor? ‑‑ or incidental, did her rights vest.  
Upon notice in [Inaudible] look at the actual facts she learned on February 12th her rights vested February 12th.  
They modified February 6th so that modification is valid, they will don't need her consent.  
Her rights vested prior to that modification then we have different issue.  
The facts will dictate.  
You see the third party can sue, but the one they did in class she couldn't sue, goes on the vest.  
Did her rights vest?  
Her rights did not vest.  
They can modify prior to your vesting rights, they gave you the twelfth and it took place on the sixth, the modification.  
I know that will she prevail, I have A and B no because and C and D yes because can I eliminate two?  
Yes, absolutely.  
I will eliminate C and D, that will save you 30 seconds.  
Let's say you are not sure.  
Because payment to Gabriel to Michael ‑‑ of the written contract.  
That's absolutely true because her rights did not vest.  
B is the answer.  
Let's go back to A no because she gave no consideration.  
What would that go to?  
Is she creditor beneficiary but also under a small minority a 'Doneys' right can vest on some type of reliance.  
If she gave consideration you can argue reliance but that didn't transpire in the facts.  
Going by majority rule.  
If I can't always tell apply my principal I should be able to get there.  
I will get there.  
That's why I again I harp ongoing back.  
Someone had a question on 24.

(Reading 24) They don't do this any more, thank goodness.  
(Reading 24)

It is orally.  
Which one can we find?  
On this one is all agreement to purchase, right?  
Is it fair contract for $500 or more?  
What else will we look at?  
Is the contract divisible?  
Can it be divided by price or unit and wasn't bargained for as a whole, I can divide it.  
15 weeks 1 per week, I can argue the price $100.  
I would put a plus.  
After Victor's completed rough carving Clement changes his mind and will not accept delivery.  
You need manufacturing goods that will take it outside the statue of fraud.  
[Inaudible] this pleading would be a sufficient memo that will take out of the statue of frauds, his pleadings.  
Agreed to price of $1,200 for the purchase of none trimmers on Clement's store.  
If it is statue of frauds he sent memo that should take it outside.  
But remember was it ‑‑ process of elimination contract is not divisible it has to be a no way to get outside the statue of frauds.  
B have special manufacturing good, and C memo for pleading. And D we have memorandum so a is the best question choice.  
This is odd question, I see why you hard time with it.  
It doesn't come up too much.  
Find away that would be statue of frauds enforced.  
A would be your answer.  
Where are we now.  
We just studied contracts, yeah.  
You still need to look at Torts and now you need to add criminal law studies we will be going over the black letter law next week and how it is tested with criminal. I want you to keep in mind it is a low score on the exam.  
People don't pay attention to the exam, one of the lowest scores on the multi states, 6 to 8 weeks of summer school.  
Why are we doing so poor?  
People are not paying attention to the call.  
Is it civil action or criminal and it has to give you state, prosecution and I know it is criminal versus plaintiff/defendant.  
I want to you pay attention to that and if that helps you.  
Start practicing?  
Multi states everyday.  
They are taking ‑‑ you need to work on those and strive for 80/85.  
We are getting hurt there.  
The more you can do them and understand why is it A versus B that will help you.  
It is a game and trick to learn this stuff and it takes time.  
It took me month in regards to get it.  
But the more you play with it and understand the call and I know when this negotiation issue or this is pro evidence that will make a big deal.  
I want you to work on that.  
And start working on your issue spotting and I want you working on your timing.  
I heard from the last administration from the Baby Bar people ran out of the time.  
That means you didn't do any other exams.  
We sending these out to you all the time.  
You can get your timing down.  
It is important.  
For the essay that four hours will be fastest four hours of your life and multi states the three hours will be fast.  
All right.  
Anybody have any questions for me at this point?  
Remember to keep practicing we have multi states simulated multi state on our website and essay questions.  
There is a lot of stuff to look at and go through.  
All right if know one has any questions I will see next week.  
If anything does come up and you have questions shoot me an e‑mail at jdadmissions@taftu.edu, be more than happy to help you anyway I can.  
Issue spotting and getting timing down and I will talk to you next week.  
Good night.

(Class ended)