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TAFT LAW SCHOOL

BABY BAR

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(Connection issues)

INSTRUCTOR: Go to the Baby Bar miniseries and choice the lecture you will like.  
After this lecture we have two more left.  
Hopefully your studying is going better and how to take the multiple choice questions and timing.  
If have any questions feel free to post them under the question and answer box, I'm monitoring it.  
I am happy to help.  
Look at the first question.  
Question number one.  
Remember as these questions were sent out you will not be told the subject matter, it will not say Torts, contracts or crim law.  
Start with the call of the question.  
The call will give if way request Mary prevail on her lawsuit.  
I will think of Tort to contract.  
Call number two what damages if any is Mary to cover and from whom, that makes me think of two people.  
What defenses two or more will Dan and Andrew assert.  
You may be sure it is a Tort or contract, but once you read the facts you will know.  
The reason that's important, right your checklist on your scratch paper, I want your mindset go to subject matter.  
That will help for identification more quickly and help with timing.  
We have obviously an issue with timing.  
You want to read exams look to punctuation, stop at the period.  
I will read this and go through the issues and based on the exams I have seen and given feedback I will point out where the students lost control of the examination.  
I'm on paragraph number one.

(Reading paragraph number one)

Seemingly is a good word.

(Continuing to read)

At this point we are dealing with a football it is seemingly autographed by a Bart Starr.  
It says Mary and friend, Dan both assumed it was a genuine autograph game ball used in that 9067 game.  
They are assuming it is fraud, they are assuming that.  
You want to go with the facts are telling you. They made an assumption without check out their beliefs.  
It says Dan offered Mary $10,000 for the ball.  
Stop there.  
Issue is there preliminary or is he truly offering.  
Is there an offer?  
You need to show the intent.  
In response, remember if you found that to be an offer in response means what?  
If I found an offer the next issue would be acceptance is he accepting based on response?  
People in this exam could not tell who was the one creating the offer versus the person accepting.  
If you follow the checklist you will find that.  
When she responds, Dan agrees to buy Bart's football on December 1st, 2016, is that an acceptance?  
Sure.  
Dan signed it's napkin with pen and Dan kept it without signing it.  
That will go to the defenses of statue of fraud, because dealing with $10,000 and dealing with a football, over $500 which requires to be in writing that paragraph or sentence goes to the sufficient memo to satisfy the statue of fraud.  
Second paragraph, as approached Dan wasn't able to come up with the money.  
Dan friend's Ed who also assumed the ball was genuine, that is also an assumption.  
He is assumed, genuine, 1967 game ball, so Dan typed a document that read, assigns his writes to buy Mary's football to Ed

(Continuing to read) what is that?  
That's assignment and delegation.  
His right is to receive the football his delegation is to pay for the football and when it says assumes his delegation, that's what it is telling you.  
Dan and Ed both signed three copies each keeping one copy and sending one copy to Mary.  
That shows Mary has noticed.  
She is aware of the assignment and delegation.  
After intern net research even though the Bart Starr was again UN, the football was not used in 1976, it is worth about $1,000 Dan and Ed no longer want the ball.  
And then Mary is suing Dan and Ed for breach of contract.  
People went off here.  
She is suing Dan and Ed.  
I will address I think I put my answer a one a and there is a one b here.  
We have two lawsuits.  
She is going after Dan first.  
Will you take this in order of your checklist.  
Pull it out and does a U.C.C. apply, placed on the facts it does, so it is an issue I will bring up.  
U.C.C. applies to transaction of goods.  
U.C.C. will apply.  
Next on my checklist is merchants, with merchants you are dealing with a goods of a kind or special knowledge of skill.  
Mary is a fan, and has this football, but is she a collector.  
Nothing told me that?  
I would assume she is not merchant.  
Dan didn't know so I would assume both are not merchants.  
I would talk about preliminary or an offer, depending on how you saw the facts.  
What can we pull out here?  
When Dan offered to pay $10,000 for the football, that shows intent that he wants to be bind by contract.  
No time stated.  
Mary and Dan are parties are 10,000 party a price.  
They are talking so it is communicated to the offeree, I would conclude we have a valid offer.  
Always take it in order of your checklist.  
I found an offer then when I see Mary signed on the napkin, did she accept?  
Sand she said Dan agrees to buy Mary's football, I will say by her conduct she accepted, otherwise why would she write this on a napkin.  
I would find there is a valid contract.  
Next to your checklist is defenses to formation, but if you look at the call, that's call free, I have to follow call, and many students did not.  
You can't do that, I can mark you down.  
We are look at Mary and can she prevail and wants to enforce this contract.  
The next issue is the assignment delegation and I went there I feel it is argument for Dan saying look Mary I don't owe you anything I signed away my rights.  
But that won't work because there is no novation here.  
You want to point out the assignment, what do you need for it?  
You want to define.  
Assignment is existing terms of contract.  
Is the right assign able?  
Prohibited by contract or nature?  
There is nothing that is prohibited by law or contract.  
Is it a valid present assignment.  
It is because they took in rights to the agreement, it is an existing right.  
Effect?  
You step in the shoes.  
Delegation you want to define, duty of which you delegate.  
Is two personal nature prohibited by contract or law?  
What are we delegating?  
$10,000 is not nature ‑‑ was it assumed?  
Ed signed the document so he did assume in obligation to the assignment and look to see if there is any novation, so therefore Ed assumed the duty.  
Mary will say you are in breach you didn't come up with the money.  
But Dan can argue I did assign Ed, even though you sign and delegate your obligation that does not release you have liability.  
Ed will be primary liable and Dan secondary.  
I wouldn't address damages until call number two.  
If not, you could say a blurb and infra you are talk about it in the future.  
Now we have to go into Ed, people left out Ed or didn't know what to say.  
Pay attention.  
When you see Mary wants both a cause of action against Ed she wants to enforce that contract for the football, how did she get standing to sue he had?  
I can show that we have Mary and Dan in contract and Dan that assigned his rights in the contract to Ed, that's assignment delegation. So Ed would have standing to sue Mary as assignee to that contract from Dan but how does Mary get into that picture?  
As a third party Ben finish ear airy.  
You have to the other person saying across the v, which be Mary here.  
She is going after Ed as a third party as assignment delegation between Dan and Ed.  
That's an issue that was missed by many.  
A third party we use that ‑‑ assignment it could be a release of liability it could be an easement, you need to pay attention.  
That's the only way Mary can go after Ed.  
A third party arises the formation stage of the contract.  
You need to show privity was there intent to benefit Mary.  
Dan contracted with Ed, they wrote it down, basically saying he will buy the football because Dan couldn't come up with the money was to benefit Ed, that's existing contract so Mary would be a beneficiary.  
She would be classified as a creditor, and how does a creditors right's rule?  
Notice and assent.  
And if go back and look at the facts, they said Dan and Ed signed three copies, keeping one and sending one to Mary.  
There wasn't anything that said she didn't get it.  
Her rights vest at that point.  
She has a right if the obligation doesn't get fulfilled to sue.  
Now this an area you should pay attention to.  
They tested this on the Baby Bar several times, back to back.  
So be prepared for a question like this.  
They have done it tested multiple times, three times in a row.  
It will be on MUL tee states.  
They won't give you in regards to any vesting. Mary won't know about it, you can modify the agreement.  
Because she doesn't have notice.  
Once she has notice, any change, you have to have permission or you are in breach.  
Everybody understand call number one and how Mary got standing to go after Ed?  
That's because the assignment delegation in regards to assigning his rights to Ed to buy that football.  
Number one issue I saw missed in the contract question.  
This is something we have gone over.  
You need to make sure you understand how it is triggered.  
What damages is Mary entitled to uncover?  
$10,000 and against who?  
Dan or Ed.  
If you fine the assignment and delegation valid then Dan is the primary.  
We can argue you that too, there is nothing that said she rejected the assignment.  
She would also have to give up the football, or she was unjustly enriched.  
I don't think damages are a big issue but they want you to focus on who is the primary versus secondary party.  
Defenses did Dan or Ed reasonably assert.  
They want to have the contract they want to find a defense to get out.  
Mary wouldn't argue these.  
There is a method.  
Pay attention to call.  
Call number one students did the defenses up there, you will get hurt.  
Pay attention to the call.  
The first one I talked about is mutual mistake, between both parties, the contract is what?  
Void able.  
Both Dan and Ed as well as Mary assumed it was a photograph of Bart Starr.  
So they are mistaken belief it was used in the 1967 super bowl.  
He can void it.  
She might argue there is agreement on the napkin.  
‑‑ that was assumed by both parties.  
You can argue since it wasn't used we are under basic assumption.  
It won't be enforceable.  
Second defenses, you argue the statue of fraud, it is contract by terms what?  
For the sell of goods for 5,000 or more, it is unenforceable, that's when the napkin comes in.  
Sufficient memo.  
She wrote it down on there.  
What is the quantity?  
Bart Starr football.  
Before December 1st.  
Price $10,000.  
The terms are definite and certain and it was signed by Dan.  
And that is trying not to enforce it.  
It was signed by the party be charged.  
Take the agreement outside the purview of the statue of fraud.  
That's exam number one.  
Unconscionability you will not see that, that is wear, it will shock your conscious.  
It is against public policy.  
I haven't ever seen it.  
You will see selling baby parts or something like that, I haven't seen it tested and it is something that shocks the conscious.  
It will have to be pretty big.  
In the price, the argument is here because the mistake, it is not worth the $10,000.  
And if the court finds for her, contract DS for $10,000, it is like anything in life when you go buy something a car or suit or anything you are bargaining 10,000 or 500 or whatever or after I buy it I see I can get it down the street for $200 less well that's what you contracted for.  
Based on the mistake, it does come up on the multiple choice, there is a unilateral mistake, or buy lateral which means the contract is voided.  
If it is unilateral you will have to show the other party knew or should have known to void the actual contract.  
There is a difference to what to look at.  
Does everybody understand in regards to got Ed to the third party bene, people did not do well on it.  
Look at my answer go through the steps it makes it simple to write the exam answer.  
Go through the steps that will help you stay focused and what you need to articulate to the reader on the exam.  
You know what you are talking about and we get a good score.  
Again number one issue on this exam that was missed and even exam answers they put up on the bar website, missed them.  
Third party bene, how did you get to Ed wise?  
Mary has to show she is a third party beneficiary.  
Any questions on question one?  
Anything comes up let me know.  
It is an area I can't say it enough.  
I want to make sure you go over it and understand it, there are several of them they have tested several times in arrow.  
I want to make sure you can handle it.  
I would find Dan making the offer, the fact that Mary is writing it out is not counteroffer.  
In response, does her response change any terms?  
I mean the only thing it says has to be on December 1st, it is not changing terms.  
If found hers to be a counteroffer, Dan signed it and there is the acceptance you still get consideration and statue of fraud and you still have all those issues anyway.  
If you read it different and you got the meat of it in here you will be okay, you still need to get to the statue of fraud, and assignment delegation and majority of the issues you would have.  
What I've seen, they did want the formation to be Dan made the offer, Mary made the acceptance.  
I've seen several exams they did offer acceptance, consideration and mutual acceptance, and they didn't know who was the offer and offeree and that's how they got around it.  
Any other questions, let me know.  
Let's go to question number two.  
This is crimes.  
Look at the call.  
What crimes two or plus if any has Donna committed and does she have any defenses.  
Look for defenses, two or more if you can.  
How many crimes has Alice committed and does she have any defenses.  
The short of the fact patterns are, the more difficult they are, you have to break it apart and make sure you are not missing issues.

(Reading number two)

Since I knew the call said defenses, 12 years old that's infancy, what do we know about a 12 years old?  
They cannot form or intent to commit a crime.  
And who rebuts?  
The prosecution.  
Most of the answer they just argued infancy and got out.  
I don't care how you conclude, to support she does or does not know what she is doing.

(Reading number two)

She is pointing out, look at the purse in the car. She is soliciting, be my accomplice and I will take the purse.  
After Alice walks to the corner, the issue was there conspiracy which SI majority did see.  
What is the sub issue?  
Was there an agreement?  
You have let the reader know I see this the problem.  
She is compliant but she is my mother, I'm doing what my mother told me to, am I agreeing to commit a lawful act or I knew how to point out a purse and walked to the argue.  
You need to argue that element and see we have a problem here.  
It says Donna reached into the car and grabbed the purse, she opened it and removed the cash and through the purse back in the car.  
That's larceny.  
Some people divided it apart, I lumped them together.  
You would talk about movement, versus larceny of the money in the wallet itself.  
Mainly answers I have seen dealing with the purse as a whole, we've it in there.  
Alice kept looking for police.  
She is participate, no police appeared so she did not shout.  
They didn't know the purse was placed by the police officer, so think about entrapment.  
As an undercover crime investigation.  
The police observed anything.  
What crime or any does Donna commit and does she have defenses?  
Solicitation.  
You need what?  
The specific intent to entice or commit one to do unlawful act.  
I want you to go to corner and shout if you see a police officer.  
So based on her action and wanting her daughter to shout if she sees police, she is enduing her daughter to commit a crime.  
Was there a conspiracy.  
She said mom there is a purse in that car, it is like they have done this before.  
Her response I want you to go to the corner and shout if you see a police officer.  
And Alice did that.  
She is doing an implied agreement by her conduct or doing what her mother told her to do.  
I would counter.  
I would let them know this is a problem.  
Doesn't matter how you conclude because he she is child.  
They have done this before, I will find based on her can duct based on what her mother told her to do, they have an agreement.  
It is between Donna and Alice of taking of the purse which would be a larceny.  
The facts state what happened next.  
She reached into the car.  
So I will talk about a burglary first.  
Based on the facts they are walking down, she is going down the allies I will assume it is night time ‑‑ no I will assume it is day time.  
Further Donna reached into the window of the car, so was there a breaking?  
No.  
But she reached into someone else's car so was it TRES Tory entry.  
Was it a dwelling house of another?  
No.  
She reached into getting a car so it was larceny.  
We do not have a common law burglary, because we don't know if it is night time and not dwelling house of a law.  
Then I would do modern law, you need to any structure at any time.  
She reached in without the owner's consent transitory entry.  
By her conduct she had the intent to commit a larceny which is a crime.  
We will find she is modern law burglary.  
Many did see this.  
California you have certain things set by statute you are responsible for common law and modern penal code.  
They will not consider it a dwelling house of another.  
We would have in this cause modern law burglary.  
As to larceny member you need to transitory taking personal property of another, with the specific intent to deprive.  
She took the purse.  
Transitory taking, was there a carrying away.  
She put it back but slightest movement, which we learned previously, can equate to an actual carrying.  
All the elements are meant at the time we have a larceny.  
She took the property of the police, so of another.  
If you separate it out both I would boot strap it I would talk about the purse first and then the money of the wallet and then tie it in for the difference.  
The main difference is the carrying away.  
Again she put the purse back but any slight movement would be aspiration, would be a carrying away.  
Do I see any other crimes in solicitation, burglary, larceny.  
In regards to defenses, what defenses would work?  
If I felt the defenses were different for each crime I would do it after each crime but in this case they are all the same so I will go through it one time.  
The obvious one is entrapment, what people didn't understand there are two views.  
You must always discuss two views you have PREE disposition as the majority view and minority which look to the conduct of the police officer, was it reasonable for a reasonable person.  
You would have to address in this examination.  
Again, we are looking at Donna predisposed?  
You can argue this anyway.  
They are walking down the allies and the daughter points this out so maybe they have done this before.  
She was predisposed to commit the larceny.  
And of course a reasonable person will they succumb would you reach your hand in and take the purse?  
She might be predisposed as to the police conduct, I don't think it would ‑‑ to the wrongdoing I feel entrapment is not a valid defense.  
The call says defenses but talked to the majority minority so I feel I have covered that based on the facts.  
That's my call number one.  
Everybody with me?  
Call number two deals with Alice.  
I know she is minor.  
How we imputing this onto her, how will be impute the burglary and larceny.  
Through Pinkerton's, people did not address it or did a bad job.  
It comes down all the time.  
I might as well get all my points.  
Define discuss supra.  
Were they in furtherance of the conspiracy.  
Based on the agreement to obtain the money from the purse it is foreseeable, it is natural probable conduct, how would I get the money out of the purse?  
Donna did grab the purse and remove it.  
It is foresee able she takes acts to take the money to our implied agreement.  
I would find from Pinkerton's she would be for modern law burglary and larceny.  
Define, discuss, supra.  
I did it in call number one and did a good job.  
Different between the two parties is the defense of infancy.  
7 to 14 are not capable of committing the crime but prosecution bares that burden.  
They will have to point out was she aware of her actions.  
She is pointing out to her mother there is a purse on that seat of the car with the window open.  
Bring up as many facts as you can.  
It says in the facts she did not shout because she didn't see police.  
She is aware of her actions.  
Good facts to bring up infancy would not be valid defense for her.  
We should be able to rebut that presumption.  
Questions on call number two?  
Looking at these aren't what?  
That horrific.  
Just break them apart.  
They are not something we can't handle.  
We can do well on.  
Question number three, guess what?  
Crim law.  
Weird to have them back to back.  
This particular question people had a hard time and didn't pay attention to the call.  
Call one say can it be reasonably argued that Tom is [Inaudible] of arson.  
It is arson.  
They gave it to you in the call, my only focus is on arson and what that means it is a specific call.  
Danger.  
With a specific call you look to see what element is being tested.  
What is being tested.  
They gave you the issue of arson.  
I saw we did arson and attempted arson and malicious mischief, did not follow the call and wasted time.  
Attempt would have been a better charge but they didn't charge him for that based on the call.  
I'm stuck.  
Number two does Tom have any valid defenses?  
Two or more.  
I have to follow that.  
I will go through the call one and any will be under call three.  
Can be reasonably that Heather is guilty of any crimes?  
That's your general call.  
Two or more crimes we will look for Heather.

(Reading the call)

You see budded the house, people are arguing the ‑‑ I can see the argument it would be a dwelling house because it would be an attachment.

(Continue together read the call)

You have knowledge the equipment in here and filled with gasoline that will go in regards to arson, was it malicious?  
Based on your knowledge.

(Continuing to read the call)

He is talking these pills and in intoxicate indicating himself, that's involuntary.  
Involuntary in intoxication it negates specific intent.  
Not general intent.  
Tom lit several fire crackers at the yard and true them at Heather's house to discuss what he has seen.  
That discusses Mens Rae.  
Two landed in the tool shed, setting it on fire.  
It awaked Heather and she opened a can of lighter fluid and she squirted it ‑‑ she was having a hard time selling the house, so she thought she might as well burn the whole house and the insurance would pay for it.  
He lit fire crackers which did what?  
Started catch on fire but extinguishes is before it can get lit.  
All items inside were destroyed but it doesn't say the shed was destroyed.  
I didn't like the way they wrote it.  
There is no burning what are we doing?  
We need burning in regards to the structure itself to find arson.  
Looking at Tom in arson, it is malicious burning of the dwelling house of another.  
He only wanted to wake her up you could argue.  
He went and took these drugs and now he wants to talk to her what he saw in the window.  
By throwing the fire crackers he only intended he can argue he wanted to wake her up.  
You are throwing lit fire cracker?  
Was it malicious?  
Argue able.  
Don't care, as long as you show both sides.  
What will happen?  
It is tool shed not a dwelling house so there is no what?  
Common law.  
Remember you could argue the tool shed how it budded against the house, people argued that, but you need a burning and it is destroyed the stuff inside.  
Either way there is no burning so he would not be found guilty no matter how far we went for the common law arson.  
You still need malicious burning of ‑‑ did he have malicious intent?  
And gain we have charring of the structure which I say no I say he will not be guilty of modern arson either.  
When common law fails you need to look to modern law.  
That's all I have to address because that's what the call says.  
I will look to Tom, voluntary intoxication you need to show it negates his men rays, taking seven pills, three plus times he should he is having nightmares.  
To wake his girlfriend up, did he have in regards intent to harm?  
Was it malicious.  
We are looking at arson.  
Arson is not specific intent crime so voluntary intoxication will not negate.  
When I see intoxication what do I argue?  
Diminished capacity.  
You have to show it is so diminished.  
I believe his capacity is diminished but we are deal wearing the crime of arson.  
His capacity doesn't work as a valid defense and that's your call number two.  
It is weird because the facts say the shed was set afire, so I feel it is based on interpretation.  
Well I'm thinking it did catch fire, but depending you finding it was on fire or not we have the problem of the dwelling house of another.  
It was in consistent how they wrote the story.  
It made no sense.  
Again based on your interpretation.  
There is no right or wrong answer.  
Call number three.  
Heather, nothing caught fire for her because he put it out the with garden house.  
We will argue an intent.  
I see attempted arson for defenses.  
When he tried to wake her up, and she saw the flames she grabbed the lighter fluid and put all over the windows.  
She had specific intent by spreading that fluid all over, she had take taken a substantial step and she had the per Lee ability, the fire didn't happen so we will charge with an attempted arson.  
You could go through arson but there was no burning.  
Based on our actions of dousing with the fluid, nothing caught fire.  
There was no burning.  
Plus the problem it is her house and not a dwelling house of another so she can't be guilty of arson.  
Same thing with modern law arson.  
Did it ignite and based upon her actions she has malicious but it didn't catch so she can't be guilty of modern law arson either.  
Attempted insurance fraud, the facts did tell you my insurance will cover it.  
That's all they told me.  
She was awaken up.  
Put the fluid on.  
She will put the claim in the insurance company when she in fact grabbed fluid.  
She took a substantial step to make it burn and put a claim to the insurance.  
She got her house burnt down, she said just as well burnt ‑‑ whether you will find the attempt of insurance fraud that's up to you.  
She hasn't put a claim in, I will find no attempt, you could go either way.  
Another issue people brought up but I don't agree is malicious mischief, if you bring it up it would fail because it needs to be property of another.  
It will be 1 or 2 sentences you are most likely running out of time.  
Since it says crimes you should be looking for multiple crimes.  
Any questions?  
I don't think it was written very nice, you couldn't tell me which way to go.  
The last question four is intentional Torts, go carefully through your checklist

(Reading the call)

When I see face‑to‑face contact that tells me I will do an assault, I will talk about assault and battery.  
He was humiliated by her, so I was thinking he was trying to humiliate her by pushing her.  
These are what I'm thinking of he can bring

(Continuing to read)

Pushing a shopping cart thinking battery, maybe an assault.  
You saw him coming so I will do an assault and battery for Carl.

(Continuing to read)

It is his back side so not seeing it coming, so not thinking assault.

(Continuing to read)

Unstable condition?  
I'm thinking proximate cause problem.  
You take them as you find them.  
Albert walked around a car he believed was Betty and used his key to keep a gouge but the car belonged to Edna.  
What could we argue it believed to be Edna's car or was ‑‑ I mean Betty's car.  
We could argue transfer and intent there as well or substantial certainty, because he would do the conduct didn't matter whose car.  
The first lawsuit as to Betty against Albert.  
We will talk about the assault, I see something FAUS to face so I bring it up.  
He did quit and pushes her he acted with substantial certainty, pushing shows reasonable ‑‑ and of course go through your discussion in regards to counteroffer.  
She humiliated him, so he did not have any intent to create ‑‑ if you do I would go to damages based on the call.  
Next I do see the battery again, he was humiliated based on what Betty said and he pushed her.  
She did slip and fall so it was harmful and offenses and she hit her head and she has a claim of touching of another beat.  
Is it foreseeable?  
You just dropped a watermelon that made the floor slippery, since you just dropped it and it is foreseeable since the it is slippery that it is receive able one can slip and fall and get an injury.  
She got a brain injury.  
Damages I would point that which flows from the pain and suffering and punitive.  
I would talk about emotional stress.  
He made the mess even though she is yelling at him.  
He felt humiliated but did she suffer emotional stress, I will argue she didn't.  
I have assault, battery and intentional infliction of emotional stress.  
Make sure you address damages, students didn't, I don't know why.  
The last paragraph whether it is the full paragraph or the last sentence in the paragraph generally is your call and layout your 1, 2, 3.  
Pay attention to that and we leave it out and that will hurt cause.  
Call versus Albert, you see an assault so he jumped out of the way, when we was humiliated he grabbed a cart and pushed it to Carl.  
He made apprehension to Carl and Carl jumped so shows he was in that apprehension, so we have assault.  
PUN U active based upon punishing for his conduct.  
I see the battery, he shoved a cart at him because he was angry.  
Carl jumped out of the way so it is not touching of another is it?  
So there is no battery.  
For Carl I see assault and battery.  
Remember when it states to you intentional Tort I want you to go in there looking for two or more per party.  
They know we will miss 1 or 2 here and there and guess what?  
They got us.  
I want you to run it through that checklist.  
It is important.  
All right.  
Call three.  
Dwayne versus Albert.  
He is the shopper and hit him on the back side I'm going to battery.  
He grabbed the cart and shoved it at Carl, he didn't mean to hit Dwayne that's where transfer and intent comes in.  
You can transfer from victim to the actual victim.  
When he grabbed the cart to push it at Carl and missed and hit Dwayne is liable his intent can transfer.  
We do have intent, it did hit Dwayne, so we have of touching another, we have a battery.  
Now we have proximate cause problem, which many didn't address, why didn't he tell you he suffered a heart attack.  
He had unstable heart condition.  
It is not foreseeable push a cart into somebody they will have a heart attack.  
However, he had unstable heart condition and you take the plaintiff or the victim as you find them.  
So since he had preexisting unstable heart it would be foreseeable and you are the proximate cause.  
Punitive is to punish.  
For Dwayne against Albert transfer and intent and proximate cause.  
All Torts has causation, actual and ‑‑ we don't talk about it for intentional Tort ‑‑ unless it is an issue.  
I want to keep that in the back of your mind.  
Comes up more in the multi states.  
We have tendency because we don't always write it, to leave it out.  
Based on these facts we would write it.  
It is worth good points.  
Last lawsuit is Edna versus Albert.  
I saw people talk about con version, could it be conversion, with con version I know I look at to see if that's the intentional Tort I will talk about, was there a substantial interference or complete destruction.  
He scratched the car, and it is still drivable, lime going to trespass to chattel.  
You need an intent inference of chattel of another.  
Albert was humiliated and believing it to be Betty's car.  
He is acting with intent.  
We can argue it was Edna's car, so you can argue the transfer and intent.  
Or you can argue it doesn't matter whose car it was, you act with the desire result to do the conduct.  
Either answer could be argued here.  
The fact that he did gouge showed he interfered the chattel of the another.  
Your general damages, repair to the actual damages.  
If she had lost wages maybe to wait for her car to be fixed or rental car and PUN U actives to punish for his wrongful conduct.  
Even though he is humiliated, it doesn't justify.  
Edna is on the trespass to chattel and the element is the intent you could argue the transfer of intent or substantial desire of result.  
I want you to go inside your inner checklist and break it apart and see how many you can grab onto and you should be looking for two or more.  
If you can't see two or more and you only see one, there has to be an element being tested so go dig deep and see what it is.  
When I have the issue battery, assault coming back and forth there has to be something different between the party.  
Betty, battery.  
Carl it didn't hit him.  
And the proximate cause problem.  
They won't test the same concept over and over, needs to be something different between them.  
Any questions on question number four?  
I'm going back to these and I hope you had a chance to issue spot them at least, I hope you wrote them to see how your timing is.  
Question number one is the hardest for most.  
Third party bene is always hard.  
If you used your tools and your setup and approaches I don't think they are that bad.  
You are under the stress of the actual exam, that's why we use your checklist those will be our safety test to setup the examination.  
We don't know the pass rate, the bar doesn't publish that's a lot of manpower.  
To call people, they felt it is against student's rights.  
The only way we know if we personally contact you.  
Which takes manpower to do.  
And some are repeaters.  
We know first timers. People haven't taken it in eye year or two and then take it.  
These are straight forward and this is what will get.  
Key is remember what?  
How you read the call of the question, have you answered the call of the question?  
What is being tested here.  
And break it apart.  
Look to see if it is a general or specific call.  
If they say arson, it is arson.  
Don't bring up any other crimes, you are wasting your time.  
I saw that.  
You need to pay attention.  
Even myself I rewrite the call to make sure it is embedded in my call so I'm not going on tangent.  
Any other questions?  
We have hit every subject, Torts, contracts, U.C.C. and crim law.  
You need to start practicing multi states and working on your issue spotting and on the weekends you need to get your timing down, so write says.  
Next week we will do a multi state lecture.  
I will go over the prime rules you should know.  
But if you do them and have questions, let me know so we can dye secretary it so I can give you directions.  
Sometimes we think we are analyzing it properly but we are not.  
That will make a difference and help you.  
What you are doing in practice now score wise that's what you will do on the Baby Bar.  
So if are 65, that won't change, that won't by a 75.  
US need to learn your mistakes now.  
We are month out.  
We need to buckle down and get focused so we can pass this exam.  
Any other questions?  
All right as if any questions come up feel free to shoot me an e‑mail at jdadmissions@taftu.edu I will be happy to help you.  
And I wish you a good night.

(Class ended)