INSTRUCTOR: Good evening, we will be starting in approximately ten minutes. Make sure you have the tort essay question as well as the multiple choice that will be our primary focus of tonight's lecture. Again we will be starting in approximately ten minutes. Thank you.

Welcome to tonight's baby bar mini series, we will be starting in approximately five minutes. Make sure you have the tort essay question as well as the multiple choice that will be the primary focus of tonight's lecture. Again we will be starting in approximately five minutes. Thank you.

Good evening, we will be starting in approximately two minutes.

 We will be starting in approximately one minute. If those who just joined make sure you have the tort essay questions and the multiple-choice questions that were emailed out to you. They are the primary focus of tonight's lecture. Again we will be starting in one minute. Thank you.

Welcome to tonight's web bar mini series. Before we get started, I want to point out a couple things. One, I want you to aware that the sessions are recorded. If you want to go back and review, you can go to the Taft website and click on the session you are interested in.

Tonight we are going over the essays. Last week we went over the essay on torts. And we want to give you an idea of figuring out what the examiners are looking for.

Tonight we want to see how they come up with the fact pattern and how to get the issue back to the examiner. I do expect you to write and submit your writing to me. This is going to help you not just get your timing down but to help you to see if you understand, Number 1, are you seeing the issues, Number 2, you communicate back to the grader in regards to the issues you are addressing. So it's important for me to see your exams, so I can give you feedback. I didn't get any back last week, and that's not good. This is an advantage Taft is giving you to give you chance to work or your skills so you can go pass the baby bar.

In regards to the essay question the first thing you will do is read the call of the question. Remember on the baby bar exam, you will not know if it's torts, or contracts, or what. They won't tell you, it's your job to determine. That will help you. One, it will help you narrow down the issue being tested. And under the pressure of the exam, your mind will calm down. I think a big fear we have is we will not know what the issue is.

This question, it's what theory might the injured milk consumers suffer from. And where can they recover from? Did this call tell me anything? Yes. First of all it says theories, damages, and offenses. So I know it's not crimes. I know it's not crimes. I know it's tort question. Once I realize that, what you should do is write your tort checklist, obviously abbreviated, on your outline paper. That will give you time to digest and get calm and focus on the subject of torts before you read the actual essay question. Looking at this call, it's like a general call, it gives things away in the call. What do I mean? It says, theory or theories. What that tells me is there two or more theories in this exam. If I just saw one theory, I probably made a mistake. It says injured consumers. So I see who is the plaintiff. Recovered damages, is that singular or plural?

They do this a lot many of baby bar, if you read the facts, there is nothing that goes to damages. But this call tells me I will have to address general damages and special damages. And I will look to see if there are special facts. The call tells me that. I guarantee a lot of times in the exam there are no facts. So I might miss an issue. So what defenses should they anticipate? What's defenses mean? I told you defenses can mean defense as we know it. Consent, whatever the issue maybe. But, defense also can mean counter arguments. And you are going to learn in this exam, guess what? There is no true defense, it's counter arguments. You have to make sure you understand that because it's a waste of time if you brought up true defenses, then your argue it, and they are not there. That means you are taking time from another issue that they are looking for. That is something to be aware of.

The term defenses can mean true defenses as we know them or it could be a counter argument, one or the other. If you don't find anything, that means we didn't answer the call of the question. That's a problem.

If you have any questions, place them in the chat box and I'll answer those for you.

Now that we have a general understanding in regards to the call, we know it's a general call, what does that tell me? Why do I care? You know your point value, which we are all about. We want the points. It tells me on the issue as to what I see is worth points as well as my analysis. So the I and the A are important here, versus a specific call, it only comes down to the analysis, you want to make that distinction. Because I know, I get points in a specific call. It's a trick, it's analysis.

So what elements are going to be based on the facts, I have to look. If I don't see anything placed at issue with the specific call, I know I made a mistake. If they told you, are you liable for negligence, and he went there are duty, breach, causation, and damages, everything was straightforward, that's too easy. That means I missed something. If it's a specific call, you want to put your bells on and be aware, what elements are being tested here. That's important.

That's I didn't spend time and make sure you understand what type of call is there? A general call or specific? And they have given specific calls on the baby bar. They had one that was strict liability. Turns out to be a product liability like this one. And a lot of people went with strict liability on the land in a grocery store, so even though it's a specific call, it's your job to determine if it's under products or abnormally dangerous activity.

Read the facts. When you read the facts, it's important to pay attention. Because under the pressure of the exam, I want you to read it through once, to get an understanding of what is going on. You have a good understanding of black letter law, but the fact pattern, you have never seen before, I want to read it to get familiar with it. I don't want to dive in and start grabbing on to things because I might not see the subtleties and make mistakes. So it's important to read through and get the general understanding. Then pick up your pen and you can issue spot the example. It's important so you can see the nuance and details and what the exam is focusing on.

So (reading the question) now, what did they tell me? They are purchasing grain from farmers and they resell it. So I have a general understanding. It's because of the problems presented by parasites which attack and eat the grain which is stored more than a few months, Grain Co. Like all seed and grain dealers, always treat the grain with an invisible mercury-based chemical to poison the parasites. That's a long sentence and I'm always leery of those. So you have to break it apart. They are telling you there is a problem with parasites. So if I buy the grain, there goes my profit. It says, "like all seed grain dealers." They are telling you it's common in the industry. We all do it. So it's a counter argument, I would bring up, it's standard in the industry. It treats it with an invisible mercury-based chemical to poison the parasites. So I have grain that I'm buying to resell and I use this invisible mercury-based chemical to poison parasites. But I might have grain that I don't apply the poison to, so how do I tell which is which? That's a problem. How do they use an invisible mercury-based poison? It's inadequate in regards to design. Design defect. They sell the grain loose by the truckload to the farmers planting the seed. So the trucks display signs that state "seed grain, not for use in food products." So they put it in a big truck and deliver it to you. And all it has on the truck is, "seed grain, not for use in food products." What does that mean? Is it adequate warning? Is that enough warning? If you think about it how many people pay attention to the writing on cars, vehicles, trucks? If you pay attention? And sometimes it's not relevant. So to me, that is a warning and is it adequate?

We can determine based on the first paragraph, what is the theory? We can tell it's products, we are seeing in regards to warning defects and design defects. And it's products. And under products we have four theories. Those are the four. You are going to go in and break it apart, which I will come back to in regards to the theories in a minute.

So I read the first paragraph and got a good handle and I'm ready to proceed to the next paragraph.

(Reading the next paragraph) we have a relationship, she was present when the seed grain was delivered and -- like those and, supervised the employees who unloaded the grain in the silos. So she was there present, should she have seen that. And plus she supervised. So she has to be around the truck, she is dictating where the grain needs to go. Would that be based on the facts that she had notice in regards to not using this in food products.

It further states, (reading) so used the grain to plant her field. She fed the extra over to her dairy cattle. Remember what is the purpose of the seed? To replant. If you give it to the cattle, they produce milk and you are using it for the wrong purpose.

Paragraph, (reading the paragraph) Big Food. Several people bought their milk, became seriously ill, and there is your damages and Center For Disease Control, a government agency that investigates outbreaks, they are telling you it's because of the milk. Because they don't want you to make the assumption based on the facts. It says the CDC, traced the mercury to the milk that Farmer Jones sold to Big Food. We know exactly where it came from.

If you look to your inner checklist, mine starts off with battery and negligence and warranty and strict liability and tort. Based on the call, the call says theories. So knowing this is a products liability exam, what theories do I -- must I know for sure? Must be discussed? Negligence, what else? How about implied warranty and merchantability. If the call is this, I guarantee you will have those three theories to address. Negligence, warranties and strict liability and tort.

And actually on the last baby bar, it was subtle, by the way, they had a different call, which was malpractice, and you had to show that you prevail in the underlying claim. This is different, but it was a products exam and you would have to talk about all three of the theories. They probably didn't prove the underlying crime. This you have products, so you have all three.

The reason I start off with negligence is because I want to do a strong job there and steal it for my other theories. So negligence you will see that you should to show the duty the breach the proximate cause the damages. The other thing you should pick up here is who is the one suing? Milk consumers? What did they do? They purchased the milk and got sick. Remember the call said what? Not just damages, defenses.

Milk consumers didn't do anything wrong. So I have counter arguments within the elements. So I have to go in and break this apart and see if it was a duty issue or causation issue, otherwise I'm not answering the call of the question.

Remember that duty is a little different, you have a duty as a manufacturer and distributor to inspect, discover and correct any known defect. And you owe that duty to any known user of the product.

So based on the call, the distributor, they put this invisible mercury-based chemical on the seed grain, they owe a duty so discover and correct or at least warn of any association or defects of any potential problems with the product they are selling. They have a duty to Farmer Jones. And they have the duty to make her aware that she can't use the product on food products.

So in this case they failed to what? This is where I'm going to do a nice job to type the actual defect. So I have two defects. I have design defects, which is where it's inherently defective. You can't use the seed gain to feed animals that produce a food product. So based on the facts you are going to argue that she purchased the grain, she had no knowledge that was treated with poison and she had no warning and it was invisible. What could they do? Why don't they make it a color? So she is going to argue that it's inherently dangerous, it could be color coded or something. So I would find in this case obviously there is a design defect. Grain Co, a counter argument, which is what is standard in the industry. All seed grain dealers use this poison because we have to get rid of the parasites because they will destroy the seed. However, since it's not known, it's treated with invisible mercury-based it's still inherently dangerous in design. But I have a counter argument.

So they are going to argue that there is a sign on the truck. They are going to argue they gave a warning. But it's treated with a chemical, and they are no facts that you made farmer aware that this can't be used in food products. How do we know that farmer read what was on the truck. If they want to make somebody aware, what can they do? They have a bill of lading. And you receive the product, you could disclose it there and have them sign it. Acknowledge that the product is treated. So then they would have adequate notice that she had notice. I'm going to type this as a warning defect as well.

With products I want to make sure you take a step back. They don't always, but they do sometimes, they want multiple types of defect. You have manufacturing design and warning. So in this exam we talked design and warning. So if you see this on an exam -- I think the last baby bar was with a swimming pool, but I don't think there was anything I could grab on to for multiple types of defects.

I showed duty and breach, what is next? Causation. Can I use my but for, so I have but for, Grain Co's need to warn. So I have what is called successive tortfeasors. But for Grain Co.'s inadequate design and putting this poison on the seed grain, as well as Farmer Jones improperly use of the feed grain to the dairy cattle, milk consumers would not have been injured. That's successive tortfeasors.

Is it an adequate warning, that people know it's treated, with the poison, that is it foreseeable that it could be used in a food product, and people could get ill? The answer is yes. So Grain Co. Has proximate cause and then I go to damages. And that's pain and suffering and property loss. People got sick, but the call says damages. So there are special damages and they want to point out there it's medically proven and the lost income, why do I want to talk about special damages? Because of the call of the question. There isn't any facts, so it's relatively straightforward communication to the examiners to get in and get out.

Now, am I finished? Well, it says theories, damages, defenses. Did I answer the call in regards to defenses? Well, I had a counter argument in regards to my breach, that's one. A successive, maybe I could grab on to that, but I'm not happy with that. Grain co is going to blame Farmer Jones. What about indemnity and contribution? The farmer is the one that fed it to the cattle where it ended up in the milk at the grocery store. So I'm going to argue indemnity. For Grain Co. Who claim they are secondarily liable for the injury because they didn't directly feed it to the consumers.

You are going to argue that the primary person libel is Farmer Jones. They are going to argue the distributor, and Farmer Jones bought and in their eyes, misused it. They had the warning on the truck itself and she helped unloading it. And she failed to heed to the actual warning. So the argument will be, did she have adequate warning? And if you don't get indemnity, what do you go for? Contributions. You have to point out, that they are classified as tortfeasors. The court will apportion according to fault. They will get indemnity or contribution. You can't get both.

That is my theory of negligence. I did a strong job, why? Because I looked at the clock and see I'm running outs of time. So now I go to implied warrantability. And the Grain Co. Distributed the seed grain, they put the poison on it, and altered the product itself, Farmer Jones purchased it without warning that she should use it for her cattle. So you can argue it it's no fair and average, she thought it was regular grain. And they are going to point out that they are going to be libel for the merchantability. And you need to show actual cause and proximate cause and damages. But steal it from your negligence discussion. Define discuss supra, that's why you did a good job up above so I can steal it here, so you have the same parties, so most likely you can do that.

(Reading the question) now again, did they warn, about the mercury base on the seed grain. So they use the chemicals to kill parasites, it's not supposed to be used in food products. They didn't warn Farmer Jones. And the product is reasonably dangerous in it's normal use, and Grain Co can argue we had a warning on the truck and she supervised. Again they allowed a defect product in the stream of commerce because she didn't notice. They will be held strictly libel and your causation and damages, define, discuss supra.

You can see the other two theories, applied warranty and merchantability and tort. I can get out quick because I'm using my negligence discussion above. If there are any defenses applicable you can also discuss supra, there as well.

You can see on the exam, why didn't I talk about the assumption of the risk or contributory negligence, because the call did say defenses. That's because of the facts. There is nothing in the fact pattern that the milk consumers did anything. You are wasting time. For zero points, you want to make sure that you pay attention to the call. You want to make sure you understand is this the direction I need to go. There are no facts to support that milk consumers fell below the standard of care for themselves. There is nothing worse when you are reading an exam, they didn't fall below the standard of care, therefore, there is no contributory negligence. Why would you bring it up? It's not an issue, don't waste your time.

Does everything understand in regards to the first call, Grain Co. And the theories we went through? Why didn't we address battery? There is no facts to support intent. The only way for a products liability exam to see battery is you have facts to support intent element.

They also left me with express warranty and warranty of fitness. Those two go together, do I see anything in the facts that they are expressly making a representation? The answer is no. When you see products, guaranteed based on the theories, I find one and go look for the others. Strict liability to tort is guaranteed to be there.

It's frustrating when you get hold of an exam, and there is one theory, and the call says more than one theories. You should go in knowing it's products without reading the facts. That's frustrating, so there are multiple theories you need to address.

That's call Number 1.

Let's look at call Number 2. We have milks consumers against Farmer Jones, it's products liability. The issue is can the consumers recover. And I start with negligence. Does Farmer Jones owe the same duty as Grain Company? She produced milk. So as the manufacturer of the milk she has a duty of inspect and warn and she does have that duty. She does have a duty of care owed to the milk consumers. Did she breach? Did she fall below the standard of care? Well yeah, she produced contaminated milk.

With the design defect it's inherently dangerous in it's designs. What about manufacturing defect? Yeah. The manufacturing defect is where the product is different in kind than the rest of the line. So the cattle produced milk before, and when they had the seed grain, and after. It was not contaminated. It's how you see the manufacturing defect come up in a fact pattern. Generally it's a design or warning defect. She used the grain that was defective. And she fed it to her cattle, they produced the milk after eating the grain. And the milk was contaminated. And it was tainted milk, and there was a manufacturing defect.

Some students actually go a step further in this exam and talk about a warning defect. I don't really see it here and the reason is because Farmer Jones has no knowledge that there is anything in the milk. So if I had something to grab on to, a gray area, that maybe she should have been aware, that she read it and didn't pay attention. But I just say the manufacturing defect.

I told you earlier, if you can argue multiple ways, do that, but I don't see that here. There is not a design defect either. So the only one I can grab on to at this point is manufacturing defect.

Next I have in regards to actual cause, but for what, mixes the grain in her feed and feeding it to her cattle, she would not have poisoned the milk. So general damages, can I steal damages from the first lawsuit? Absolutely. It's the same plaintiff. So since this is the same plaintiff, they are going to have the same damages, so define, discuss supra. If I go over the same plaintiff multiple times, multiple damages will save you time. Define, discuss supra for both your damages.

That's my negligence. What about implied warranty merchantability? She is the manufacturer as well as the distributor of the product. It was defective and the people became ill. It was not fair and average in its use. So she breached the implied merchantability. So proximate cause and actual cause, and my damages, I will supra back up. The time is against us in the examination, so you want to save time.

What other theory can I go after her for? Strict liability for the milk. It became mixed with the feed. There was no warning she is strictly libel tort. And your actual proximate cause, your damages, define, discuss supra.

Another argument you could bring up here is maybe you could go after contribution. I will steal a lot from the first lawsuit and one or two sentences and get out. Your time is set against you. And your points will come from call Number 3. Why? There is a difference here. When you go after milk consumer versus big food. I'm going to sue under Big Food. Who are they in the scheme of things? They're a retailer. If you look at my definitions I always put a manufacturer, distributor owe a duty to discover and correct and warn. I don't put retailer in that definition, they don't have the same duty. They have a duty to inspect, discover, correct, and warn if they have knowledge or should have known there is a type of defect. There is a difference. Something had to tip them off of something bad. I'll give you an example.

So Farmer Jones sold the milk to Big Food. They have a duty of care based on any known defects. There is nothing to show that they knew the milk was contaminated. They didn't breach the duty. Can it be called a sealed doctrine? They can't test the milk before they sell it. There is nothing indicate they were aware. Once the milk consumers became sick, now they know. So if they kept continuing to sell the milk, then they breached their duty. But at this point, no.

Based on multi-states, they like to test this one. You have to see facts she saw or should have known. The facts told you they saw the milk was the wrong color, now they knew. That I see the difference between negligence for Grain Co. And Farmer Jones and the Big Food. Now I'm done with the negligence theory. I wouldn't go to causation or damages, why? Because there is no breach. Since there is no breach, I can go on to the next theory.

Your next theory, implied warranty merchantability. Big Food is a retailer. And the law isn't fair but the law protects the consumers. They breached the implied warranty and merchantability. It's the same plaintiff. Strict liability and tort, Big Food sold the milk. It was dangerous in its use. So they are strictly liability. And your damages supra back.

That's what makes it fair, you as a milk consumer, if I had no relationship with the grain dealer or farmer, they are their jurisdiction. They have an indemnification, or they can seek indemnity from Farmer Jones, because she is the primary responsible party, they should be able to seek and be entitled to indemnification from Farmer Jones. A lot of people don't think Big Foods should be liable for anything. But they sold the milk, the product.

In this particular exam question, a couple things, we started off obviously with the theory. Negligence, and you want carry it all the way through so, duty, breach, causation, damages. You don't want to start off the theory and interrupt it with another theory. You have to carry it through based on your inner checklist. Break it apart, call one, we did one theory and carried it through, and a second theory and carried it through, and third theory and carried it through, before I went to call Number 2. And we break it apart. So successive tortfeasor. Big Food can only hold Farmer Jones accountable -- Farmer Jones put it and feed it to the cattle versus the grocery store, can't go up the chain. So it wouldn't be successive for that lawsuit. I want you to make sure you go through causations and damages. There were counter arguments, so counter arguments in regards to the kind of defect and was their warning. And you can argue tortfeasors, and these are all ways to answer the call of defenses. So going back and reflecting, I feel comfortable I answered the call, so I know I'm going in the right direction.

The call asked for defenses but there was no true defenses here, so that means you are looking for counter arguments. So you always want to look to see who is bringing the cause of action and see if they did anything.

They had another exam where a little girl was bringing a suit based on the airbag and she got insured. It was like five bucks to put it in or have a switch to turn it off which they didn't do that. What defenses did they bring? She didn't do anything. So it's counter arguments. You have to pay attention to that. Again if you don't see the plaintiff who did anything who fell before the standard of care, defenses mean counter arguments. You have to go back and look. There have to be subtleties in the issues and you have to break them apart.

There are no facts to support the battery in the fact pattern. Any questions on this particular exam? You can see it's a racehorse, there is a lot there. That's why you want to map it out on your outline. Your exam. And you can determine where your point value is, and know I'm going to do a strong job on the first lawsuit and then start cheating. Getting in and out and discuss supra, and going for the jugular. So what's the difference between Farmer Jones and Grain Co, it's grain defect. What's the difference between Jones and the Big Foods? It's a breach. So I have to go for the jugular to get my points. I want my points. This is what I would call a racehorse exam. One on the last baby bar, was a difficult racehorse exam, but the issues were hidden.

That's your tort essay question? Have a good understanding of the questions and the call, and how to argue the counter arguments.

A student emailed me,the multi-states are five out the ten. And you will see difficult ones on the bar and give minimums. And you will have a good understanding of how they test the more you practice.

Question 2 is a good example of this. Delta was a manufacturer of a product which was sold over the counter for the treatment of dandruff and scalp conditions. And there was a statement on the product saying this will not harm scalp or hair. Question 2, in an action by Jonathan, that's the person using the product, against Delta, the manufacturer on the theory of strict liability and tort, they narrowed you down to the specific theory, which is of the following facts are inferences if it was the only one true would be most helpful to Jonathan's case. What do we have to look at? Strict liability. It's a manufacturer distributor or a retailer puts a defect product in the stream of commerce. What is going to help? A says (reading A) does that really go towards the theory of strict liability? No. B (reading B) how is that going to help for strict liability. That might lends to your knowledge. (Reading C) what does that go to? You remember the consumer expectation test? So what are the consumers expect in regards to the product. That's a defense under strict liability. If a reasonable person wouldn't except this, that's a good argument. And (reading D) what is awareness go to? What theory? It goes to the theory of battery. So we know C goes to an element of strict liability so that's the best answer choice. C would be your best argument.

On Number 3 in an action by Jonathan (reading) Watson, who is Watson? That's the store he bought the shampoo from. They are a retailer and we know for a retailer we sue you under negligence, implied warranty, and strict, liability. What we know about negligence, it's an open container doctrine. The best theories we can hold them accountable for. Let's look at A. Any negligence by Delta is imputed by Watson. That's not true. B the product was defective as labeled. Not sure. I don't see an express warranty by Watson? Do you? The statement on the label said the product won't harm the scalp or hair. (Not Watson). That's false so it has to be the process of elimination. So sometimes we have all bad answers. So it has to be this particular answer, it's the only one that goes to the theory where they are bringing liability. You want to aware of that.

Another area that student don't do well, is they will flip it on you, and they will say, what will be most helpful to Jonathan's case or Delta's case or Watson's case? So you are looking for a way for the defendant to prevail. You need to pay attention to the call. It's not a slam dunk. Plaintiff. What will I see, they give me additional facts in the answer that gives me a way out. If they told you, what's Watson's best way out? And we put Jonathan knew this would hurt his scalp. That's the answer. You have to pay attention to that. Comes up more often.

If you have more multistates, let me know if you missed them and I'll break them apart. Let's look at question Number Five. Wilson had been living on the family farm for most of his life. (Reading) don't see a problem, (continues reading) so you can see where this is going, where? If I know something you don't, do I have to disclose it? It's a misrepresentation or omission to act. (Reading). Now, what you should be doing is what? Breaking apart the elements of misrepresentation. With misrepresentation you have to make a false representation, either intentionally, or you should have known. They didn't tell you if it was intentional or not. What is the problem here? Did she have duty to disclose based on her omission? And the only way you have a responsibility to disclose is if you have a special relationship. Then you have to disclose. If I hire an appraiser for my land, and elide to me, that would be a problem. In this case she is a real estate agent, there was no relationship there.

Let's look at the answers (reading the answers). A, no. B. No. C (she doesn't have a duty. If you narrowed it down to C is D, D gives you the relationship. She had an obligation. That would be the best answer choice if you couldn't tell between the two concepts.

That was it for what people emailed me in regards to multi-states. With defamation, you have to show a false statement, published intentionally to party. In regards to you and I communicating, that you and I could say something to each other, that's not a publication to a party. The other issue you are libel per quod to be what? You have to introduce intrinsic facts. You need to introduce the facts to show it's defamatory meaning.

So again with defamation, remember you need what? It has to be published to the party. They test you on emails with that, and Facebook, I could argue that that is a publication to a party.

In regards to the counter argument, defenses, remember in the essay we went through, there was no true defenses. So contributory negligence and assumption of the risk was not in issue. We brought indemnification, and we had a counter argument in regards to the farmer in regards to whether or not they had actual knowledge. So was there a failure to warn defect. There are all counter arguments here as well as the indemnity and contribution that answers that call.

Defenses can mean what? True defenses or you are looking for counter arguments in and of itself. That's where we argued to release liability.

 Did anybody have any other questions? Remember in regards to false imprisonment, you need the intent. So remember if it's basically not done intentionally I had no knowledge, there will be no recovery for false imprisonment.

Remember I also told you in regards to trespass, so trespass can be done intentionally or negligently so it's your job to determine which one it is. Look to the intent element. One thing you need to understand with intentional torts, how do I know to bring it up? You will look at it element of intent. If I can grab on to support intent then I know they want us. If there are no facts, you are wasting your time. They don't want it. If your car hits Mary's, that sounds like negligence to me. There is nothing to grab on to argue battery. You are going to actually look to intent. If I said inadvertently, there is no intent. I was angry and hit Mary, now you can argue intent based on the actual facts.

Where do we go from here, you studied torts, and we have gone over essay questions and multistates, you have to continue studying torts. I recommend you do more multistates, if you can't you will still do some in torts and in contracts. I told you to break it apart with a checklist. If I feel okay with torts, I'll start doing what I call simulated in torts, saying I'm going 15 multistates a day, and I will do some random torts, and then I study formation today, I'm going to do multistates in the formation area and work through my checklist and contracts, and get all the way through contracts and then do mixed.

If you abandon torts now, in a couple weeks you will be frustrated. You want to break it apart. So you don't forget.

There are model answers posted. The more exams you can get a hold of, the better off you are. And the reason is, that the baby bar, if you get prior bar questions, previous baby bar questions with model answers then if you look to the baby bar mini series, we always do the most current exam to you can go to that lecture and find the exam that came down and we will do the June 2018 exam. So everything is there, if you don't want to the hear the lecture, you can issue spot. The more you understand the call of the question and how they test, and they can't fault you anymore.

You are going to find they are getting clever. You have to be aware, on the last baby bar, the contracts were difficult, the tort question, students had trouble with it. The stuff you don't think about or get. I think Question Three -- I think it was a contract question as well, which I thought was pretty straightforward. And a criminal law one that was straightforward. The more you look at these and understand, I guarantee you will see, I have seen this, and you should be able to handle it. You want to give yourself exposure and work on your issue spotting and timing.

This last baby bar, one student spent two hours on the first question. I'm interested in seeing that because he didn't get a good score, he got a fifty. That's a lot of time. You have to check your time. There is no way to recover otherwise.

Now you will be studying contracts. So start reviewing your contract subject matter. You will be sent out the checklist, use what you already have if you have some otherwise. Use the tools you have. And start breaking apart pursuant to the checklist. The more multistates and issue spotting you can do, with breed success.

Any other questions? All right. If anything comes up, shoot me an email, and I'll be more than happy to help you any way I can. I do expect you to write the exams and submit them. So we can see what is going. And offer feedback. By doing that will help you.

Good night. Have a good rest of the week.

{Session concluded 6:59 p.m.}