Tuesday, August 28, 2018

Taft University, Santa Ana Ca

Baby Bar Mini Series Review 6:00 to 7:00 p.m.

INSTRUCTOR: The main subject going over tonight is contracts. You will want to have your checklist in front of you. We will be starting in approximately five minutes. Thank you.

Good evening everybody, we will be start in approximately two minutes.

Welcome to tonight's baby bar mini series. I want to point out these session are recorded. So if you miss a session and you want to go back to listen, go to the Taft websites and the student section and the baby bar mini series. Anything we sent to you such as the checklist, all that is posted there for you as well.

Tonight's primary focus is contracts and give you an idea of how it's tests and how it comes up in the test patterns. And about the UCC. I know a lot of you are not familiar with that because it's in the upper class, but you need to be prepared for it in the baby bar exam. And if you have any questions, put it in the chat box and I'll help you if I can.

We went over the matters of torts as well as the essay questions. You can't abandon torts, and focus on the other subjects, you need to spend time on torts. If I am studying, I will do some in torts and the remainder in contracts, but you need to be you juggling two subjects. It's crucial.

You were sent out a checklist, I would advise you to use it. It will help you identify finishes. It's a different beast then in torts for contracts. You start by asking yourself, is there a formation issue. You don't start off with is it a breach of contract. You must take them in chronological order. You can't take them out of order. It's important. And use them to help you identify issues. So we will look at them in a couple ways.

Now the one key thing is when you see a contract question which on the last baby bar, contracts was tested twice, two different exams, so most likely you will just see one on the upcoming baby bar, but you want to ask yourself, first of all was a contract made between the parties? You want to make sure in regards to your formation, did we form a contract? Why? Because if you assume that there is, and yet there never was, you will have a problem. Because you will bring up issues that are not applicable based on the facts. Number 2, is there any reason the contract cannot be enforced, so you will look for those, such as statute of frauds or anything of that effect, or that will lead you to an excuse to condition. Based on the excuse my contract never arose.

You will then look to see if there are any conditions tested under the terms of the contract. Look to see who is bringing the lawsuit. It could be a party beneficiary. Which we will go over in the last baby bar that was the most current, they tested that. In terms of party beneficiary, it was straightforward because they had that in the call of the question. It was food bank, and the only contract we were dealing with is the other two parties who entered in the contract. And the issue was can food bank sue under the terms of contract?

That is something I want you to be prepared for, for the up coming baby bar, even though they have tested for it. It's sometimes two or three times in a row. It's very basic. So I want you to be prepped and understand how to write that type of examination.

Next, you ask yourself was there a breach of contract, and if so what are the viable remedies. These are questions when you see a contract question. You will ask yourself, is there a contract between parties. So you will look to your defenses, any conditions, who is bringing the suit that will raise your party beneficiaries; and if there is a breach, what can I get for the actual contract. Those are questions you want to keep in your mind as you run it through. And it correlated as you can see with your checklist.

The first area to look at is formation of contract. Again I want to stress that for the baby bar, you are responsible for the uniform commercial code. So you ask yourself, does the UCC apply? Remember the uniform commercial code deals with transactions and goods. If we were looking for a contractor painting a house, the UCC doesn't apply. If it deals with the sale of a car, it does apply. You have to understand what is at issue, and you don't want to bring up UCC versus common law, there is nothing wrong with doing that but it's killing your time.

So with UCC you will find I could test goods versus services? What do I mean? So you may a contract buy fence, so you want to install it. So I buy a fence and I hire somebody at Home Depot to install the fence, now it doesn't get installed properly. The issue is, does the UCC apply? So you have to goods versus services contract. There is what you need to know, the first is the predominance of the contract. Was it the fence or the installation? So the fence by itself sells for five thousand dollars. And the full amount was 10,000, so I paid for the installation. Grafman test is what brought the injury. My fence wasn't installed so I'm bringing a lawsuit. So it's a service.

Generally they write these, one of the test will put you into the UCC another test won't. Some will say, the prominent is the good. And the other is the service. Reason being is because they want to see the distinctions between the UCC and common law. When you see the UCC triggered, you have to still go through common law, and if it fails, you will have to explain the differences.

An example of how this is triggered again. So Paula went to the store to purchase fencing, and they told her the fence was $350, and she will argue is it the goods or service? Since they toll her the price of the fence was 350, that prominent answer. Just because the UCC is triggered doesn't mean that the parties are actual merchants. If I'm selling on eBay doesn't mean I'm a merchant. A merchant holds themselves out as having special knowledge or skill.

If I do something as a hobby, and I sell things all the time, I could qualify as a merchant.

Next on the checklist you are looking at preliminary negotiation, an invitation to deal. I want you to be aware of a couple things, how does this come up in a fact pattern? Advertisements, or a garbage sale.

-- if you didn't find there was a valid contract, again, too, what you will see, question Number 3 from the last baby bar was frustrating, the person bringing the suit was a wrongdoer. Should I make an assumption? How do you conclude that it's an offer, you need to know if the term is certain. If I use the term Q tips, if you find all those terms are satisfied, based on the advertisement then the examiners, want you to conclude that it is an offer. Even if I post something for sale at a garage sale, you will have lots of antiques, one clock for 1,950, then you break it apart in regards to I have the quantity and the time period and the identity of the parties, myself and who is reading the terms. If the terms were satisfied that you can conclude it's an actual offer in this case.

An example, a buyers is offering a seller to sell his home. Do I see quantity, time, identity, subject, matter. You would conclude that it's a preliminary negotiation. There are ways to terminate a contract. --

The language can change and make you come up with an acceptance and/or an inquiry. And you will know based on the facts. It's important for you to break apart the elements. Because then you will see what is actually being tested. Termination of offer, I want you to know why it comes up a lot more than people realize on the multiple choice. So counter offer, lapse of time. Offers are open for a period of time. You have a rejection, you can have a death, there are ways to terminate the offer. Another way to test is an option contract. That's an offer that has a period to stay open provided you provided consideration. If I offer to sell my car for $5,000, and I will keep the offer open for 30 days if you give me $100.

The offer must be in writing. And it can't exceed ninety days. So it's only good for ninety days. They won't let it extend past that. Must be in writing, must be a merchant and must be ninety days. So if you know the elements, you will choose the best answer choice.

In regards to option and firm offers, what you want to realize is what? Mailbox rule doesn't apply. We will go over acceptance in a minute. I want you to make it note that if you have an option contract or firm office and I dispatch an acceptance, the mailbox rule doesn't apply. It's only on receipt.

We also have issues such as grumbling acceptance or inquiry. There is not an actual counter offer. With the acceptance you have the issue of mailbox rule. They will test it. It will be on the multistates and they like to play with you in terms of the acceptance versus revocation, and you get confused. If you have a valid offer sent your way and you dispatch an acceptance, you have a contract. Even if I call you and tell you, I sent an acceptance, but I don't want it anymore. That rejection is not effective. It's like a repudiation. There are ways to get around it.

Again you have to pay attention to what they are doing in mapping it out. Versus again you mail your acceptance under the mailbox rule there is a contract and I call you and say I changed my mind, I'm not going to sell, it's a revocation, but it's not effective because of the acceptance took placing first. Remember with the revocation has to be timely prior to the timely acceptance, and based on these facts, accepted first because of the mailbox rule.

Another area they like to test is method of acceptance. They tested that several times. They had one with a doll collection, she posted on Facebook and she said, call me. She dictated the method of acceptance. So that's the method. And remember as the offerer you are the master, you can dictate in regards to how acceptance can come. Now under the UCC the term for acceptance is any reasonable manner. If I call and you and order some goods and you ship it. It's an acceptance and UCC is more liberal.

There is an issue they like to test; it's battle of the forms. It's an issue where you have an acceptance between merchants and you added a term and you have a different term. So for example, on a fact pattern, if I fax a purchase order to you, and I want fifty widgets, and you send back an acknowledgment saying I will ship tomorrow, on the form it says if there was a dispute, we must go to arbitration, that's an added term. Does that become part of the contract? And what the law says with the UCC between merchants, any right you give up is going to be material. If you are giving up a remedy that's material. The last time they tested it, it dealt with a warranty and it says we are excluded all warranties. I'm not taking anything away from you. You will know based on the facts.

They had an exam where they tests additional terms and different terms on the same exam. It dealt with the sale of tires. And the seller said I get to choose the size every time I ship you, and the buyer came back with different terms. Who was picking the size of the tires. With a different term you have a drop-out knock-out rule. Versus the knock out, is the difference between the offer and the acceptance and the small minority is an alteration. If you haven't heard of that, get hold of a Gilberts, and that deals with the sales transactions and goods. That will help you.

-- you don't have to make anything. The court says it looks illusory. It's an exercise of good faith, you are attempting to do what you are supposed to be doing.

Another rule is the preexisting duty rule. To perform in regards to the terms of the contract. That's another way they can test. The other thing, and carry it through, your checklist is what? If you find consideration and fails, what? Look for a substitute please.

Does that make sense? So promissory estoppel as well as what? Detriment and reliance; either of those will work. Look for a substitute. Don't stop short. If you have a valid contract that has been formed, then you will look for defenses to formation.

What if I tell you you see a fact pattern that statutes, there is a valid contract between Joe and Mary, it's a valid written contract. It tells me that it's a contract and it's in writing. That means you have and acceptance aren't at issue. I can hand out the contract and give the terms. But what it doesn't mean is ignore defenses to formation. There could be an issue in regards to pro -- rules. Even though it's a valid contract we had something in the preliminary stage. That could change things.

They could very easily be at issue. I want to make sure you know that. Now defenses are highly testable in regard to statue the frauds. You have pro, evidence, fraud, mistake, ambiguity, illegality.

Let's look at the main one they like to test, statute of frauds. There are two areas they like to test, contracts for a specific contract, so the statutes of frauds applies to oral. Marriage, debt of another, contracts, which by its terms are not performed in one year, or goods for the sale of five hundred dollars or more. But where they test is incomplete writings. People forget that. People are like, I call you, we saw each other face-to-face. But I emailed an order to you emailed a reply back. That's incomplete writing. That's an incomplete writing. It's not embodied into one document. That's the rule people don't know. If you have an incomplete document, you know the statute is triggered. What the statute says it's a prevention of fraud so the contract is not enforceable unless you can find an exception. Once you find the statute is triggered, find the facts and then look for the exception.

What works for them all, the sufficient memo. You have to have Q tips terms. And it must be signed by the party to be charged. That works for all of them. That works for marriage. In regards to realty or an interest therein. Realty is buy a house or a lease a house, you could have sufficient memo to take it out or have proper performance. It's to buy a house but I'm paying your mortgage, payment is not enough. I have to make payment and substantial improvement or pay property taxes.

You have, in regards to debt of another, which you have the memo or your main purpose doctrine. You have over one year. What they like to test and this is why I say in my rule the way I do the contract which by its terms -- by its terms, if I say that I want to sell your house and give me a year and a half to do it, could I sell the house in less than a year and a half, absolutely, so by its terms could be performed in less than a year.

Its terms, by its terms, is it capable of being performed in less than a year? Yeah. By its terms it could be performed in a less than a year.

Sufficient memorial confirmation, -- these are all ways to take is it out of the purview of the statute of frauds. One way to take it out is estoppel and reliance. So say I entered into a contract, and I want to have a big party with the popular wine and I contracted with you to buy twenty cases, and you figured you could sell it to someone else for more, exception, didn't have a memo or full or part payment or delivery. So I argue estoppel based on reliance. You rely on the contract between the parties. That works for all of them to take it outside the purview of the statute of frauds. It's highly testable so it's an area you should have memorized. It comes up. The more exceptions they have that apply the more point value it is. So you want to be aware. Another defense is mistake, you have mutual mistake, both parties are under a mistaken belief. So we have to contract.

So the party under the mistaken belief can void the contract. The other party cannot.

Ambiguity speaks for itself. How about fraud. With fraud we need reliance. They do test on multistates. If you didn't rely, sorry, even if the party really lied to you, but you know there is no reliance. Parole evidence comes up. I don't foresee if coming back, it was tested oddly, it was in writing. But any oral or written evidence made prior to the contract.

The last baby bar dealt with the painting of the cottage, what is standard in the industry, do you paint it one coat or two. You want to -- to me it would be one or two, whatever it takes to look fully painted. That's the argument.

Capacity of minors comes up on contracts because it disaffirms the contracts. Say I will go buy a car, when I'm 17, and I turn 18, and I stop making payments on the car. Can I do that? Yes, I could. However say they tell you, I buy the car at 17, I turn 18, I wreck the car and disaffirm the contract, f can I do that? Yes. But they can go after you for the unjust enrichment you received. You will have to pay that under restitution. That is your formation area and your defenses to formation.

The two heavy hitters are statute of frauds and parole evidence. Get to know those. Party rights, if you want some exams to look at, email me. And tell me you want some party exams.. I will send you some. I think this is ripe for testing now. So the last baby bar was very straightforward. It was just we entered into a contract that raises rights for a party. That's basic. For a party beneficiary, you have to find the valid contract between the parties, A and B and you are looking at C, did it raise rights for C as a party beneficiary. There is an approach to write this. It's so simple to write. Was there an intent at the formation stage of the contract. Then you classify. And intent, and you stepped in the shoes based on the original terms of the contract. That's your set up. You want to break it apart pursuant to the elements. What are the elements again? You want to define party beneficiary, privity, intent to benefit, classify step in the shoes.

And then you will have the delegation. With an assignment remember it's a right. So assignment is a right under the terms of the contract. So I'm conferring a benefits on you. What does that mean? If you and I contract to build a swimming pool, but I tell you to pay my daughter, the right of the contract, is what? My benefit is to get the pool and your benefit is to get money. If I say you decided to give the money to your daughter, told me to pay your daughter, so she is getting the benefit. You want to look to what is the right, the benefit under the terms of the contract.

Delegation is your obligation under the contract. So what is the task? What do you have to do. In my case I have to pay. In your case you have to build a pool.

Now what I want you to remember is on the examination they are going to say he assigned his rights. What does that mean? It is your job to determine if there was an assignment, a delegation, or both. They are not going to tell you. I don't know why they don't use the word "delegation", they will use the term "assignment". You need to break it apart, that's why you look to what are the rights to the terms of the contract and what are the obligations. Again it's going to be what? You are going to have to decide. How could which come up? You contracted with me to build a pool, I go hire basically a subcontractor and tell him, I want you to build a pool, and I'm going to give you the $20,000 that the homeowner gave me. I assigned the 20,000 for the pool. Was there an obligation, I just delegated to you. In this case I have an assignment and a delegation with an assignment delegation, let me give you a couple examples. You have a set up and approach. You will define, I use, DEPRAVED. D-E-P-R-A-V-E-D. So define T the P is privity. The R is the right assignable. V is was it valid, E is what is the effect and D is what are the defenses. Deprave. I wouldn't head note define, and then I had head note privity and was the right assignable. Those all have to exist in other words for you to find an assignment. Versus delegation I used DIANE, D-I-A-N-E. The delegation you define it, is the duty delegable for the I was the duty assumed, was there a novation, and the E is the effect. What is the trick here? The trick here is if I assign and delegate to a party, am I off the hook? No. And that's where they test in you multistates. I'm still secondarily libel. I'm not off the hook unless you can show there was an ovation, so those don't come up too much I have to give it to you in the fax. What they find is when I assign and delegate, and you disappear, they can't hold me libel for your rent. Since there was no ovation, I am secondarily libel. I will have to pay.

Now, let's say, A and B entered into a contract for landscaping. At the time of entering the contract, B went out and hired C to make sure he does drainage and the irrigation. So now the work doesn't get done properly, so A gets upset and sues B under the contract. So now can A sue C? They are not in prove privity. You have to prove there is a valid assignment. With a valid contract having found a valid assignment between B and C did it raise rights in A as a party beneficiary? You have to look to who is suing. Say A didn't pay, now C is suing A, there is no party beneficiary. C is stepping in the shoes of B and suing as part of the delegation. You play with this, and gets the exams and do them and there is nothing I can do to hurt you any more. It's very basic if you map it out. If you break it apart.

In regards to depraved, that deals with an assignment. That's your assignment under the right of the contract. D stands -- it's deprave there is no A in there. The delegation is DIANE, the I is the duty delegable. The A is the assumption of the duty. The N is November invasion and E is the effect. Make it simple and break it apart and use the set up. You will not write enough and you won't do well.

Does everybody understand the example I gave with the landscaping of how A was suing C as a party beneficiary. Versus stepping into the shoes for the option contract. That's something I feel is coming your way. They just did the straight party beneficiary. They test this issue four times in a row.

Let's look a conditions. One thing I want you to remember, look at the call of the question. If they ask you was the contract enforceable? Or was there a valid formation of the contract? We are talking about formation issues. What are the defenses or arguments? That's pretty open in regards to now what I need to discuss. What are the counter arguments in the lawsuit. It's open where I can carry it all the way through versus is there an enforceable contract. Or was there a contract formed. I don't want to write on known issues.

Break it apart in steps. Is it an express condition? Is it an implied condition? I believe in October 2017 it was an issue of express condition and express promise. The courts hate express conditions. Why? Because you are in breach. It's hard to do. Like a time of the essence clause. If I say, I'm entering in contract to farm your land and I promise I will have it done within the next sixty days. You are argue that's an express condition, but I didn't make it clear that if I didn't get it don't I don't get paid. Based on the language you can argue it wasn't an expressed condition, it was an expressed promise. Remember the courts don't like the expressed condition. It has to be stated, to have specifications. You need to comply. You have your implied in law. And you can type -- remember you have implied in fact, it's either you do it right or you don't. If you hire somebody to paint your home and they don't put down drop cloths and they wreck the carpet, it's implied. Versus an express condition or implied in law, we try to excuse your performance if we can. U I swim.

Whatever working. I don't care. You go through it and look for two or more. I'm going to go for I swim. I stands for impossibility. The key thing to remember is what do with these, it has to be objectively impossible. Can no one else teach the class if I get sick? It's not objectively impossible, no. If I go to rent a hotel room, and it burns down, that's objectively impossible. The objectivity is what they test. S for swim stands for special performance. To know what is at issue, the contract must be ninety percent performed. Did you get substantially what you bargained for? Can you be reimburse yourself for what you didn't receive? The W is wrongful prevention, dealing with hindering the performance. The M is modification. Remember you can modify the terms of the contract. Remember in common law means mutual 18 sent and consideration. I see your question, and I will come back to it. The F for four is frustration or purpose. Remember with that, at the test for an unforeseen event. Your purpose must be known at the formation stage of the contract. The A is repudiation expressed by words. The V is voluntary disability. If I contract to sell you all my output of goods and I go to sell it to someone else. I involuntarily disable myself. And the W is waiver. You waive your rights. Those are the ways you can excuse performance. The only one you may not use, is --

You have a condition -- what is nondelegable. It has to be something very rare. If I hire you for landscaping because of what you have done all over in the neighborhood, yet you assign and delegate to another party, they find that is delegable. It's not too personal in nature. You will find something that is so rare as to not occur. Such as an artist. The facts pattern I have seen, is this is a hair dresser, and that is what he is known for, so they don't find that too personal in nature. I would.

Remember look to the right versus the obligation, what is the obligation? The right is for the haircut and the obligation is to cut my hair. Doesn't mean I agree with them. That's why you want to practice some of the multistates. It's going to be an isolated area. You can't delegate and it's too personal. You have a doctor doing an operation. I will argue that's too personal, but most likely there is a doctor in the same field it's not too personal. Unless they told you one particular doctor, and he is the only one that can do it. Most likely they won't do that on the exam.

Another area you need to add to the checklist is warranties. They tested this about probably 15 years ago. It was when Chapman just started, and they had a hard exam. And they dealt with, somebody got a pocket watch and pawned it. And the guy didn't feel he would come get and sold it. And under the UCC you didn't have the title to sell. The trick was under the tort, you do have title to sell. But you do want to know your warranties, and you have express and implied warrants, telling with privity. Same thing you deal with in torts and products. The key thing is the privity issue. If it's under the contract law, it's privity, and you have alternative A and B and C you need to know. A is foreseeable and them B is an actual person and C is property. If you get that in, line it will work.

That's funny you were thinking of a neurologist. I was thinking of that too. There is one who can see your active nerves moving. I don't think the bar will do that, and make it that course. Abnormally dangerous in terms of animals. It was a rattle snake but he squeezed me to death. They won't be that mean.

Add warranties, the other thing I want you to add is UCC terminology. You have risk the loss, your remedies by the by buyer before and after acceptance, they could test you on the essay, but definitely multiple choice. You contract with me, and I place them on the ship and off they go, and the ship sinks. Now what? Who pays for that? Me or you. Basically if it was a destination contract. Versus a shipping contract, the burden shifted to you. In true life this does happen. My husband had a case, where a guy bought a yacht and was bringing it from Florida to California and get what they had and he didn't have insurance, and did the risk shift, and of course it did. The yacht sank because he wasn't insured. So this comes up.

Very good, you have breach. With breach you have present breach. One sentence and get out. You will know if they are really testing it. And they don't. I buy 100 acres and there is only 99.9. Is that a major breach? They are going to play with you, it's rare. One year they test on multistates is anticipatory breach, what it is you have to show the contract is an executory stages. What that means is very simple, I didn't fully perform. You didn't, and both of us it's not executory. If I hire you to sing on knew years, and you call me on the 21st, and say you can't. Is it executory, stages? I didn't pay you and you didn't perform, so yes, it is. If I gave you money, it still is, because both of us started performance. So you will have to wait to see what happens.

You will see that on the multistates where they have one where the guy had five different places to go, and he did two out of the three and he got injured. And said, I'm not going to the others. It is executory? Not really. Because you start the whole.

What I recommend, is plug them back in the checklist. So I will remember with the baseball diamond, and it triggered my memory on that one that I missed. The baseball diamond was an artificial condition. And that was the answer choice. So by plugging it back in the checklist of how it's tested, they won't trick you.

And then you are responsible for remedies. You have damages, and special damages. And restitution, and unjust enrichment. Other thing is specific performance. They expect you to know that. So if you pay for the hour, fully perform, you have to wait and see. Versus, you paid a down payment on the horse, and it's gear, and I gave you the bridle and the gear, it will still have to wait and see. One party is fully formed.

Remember you have to show if it's a viable contract.

If I back out, go buy another house like mine. The law says the property is unique. Now damages won't make you whole, so you can force me to sale based on the contract through performance, money is not going to make you whole anymore because land is unique. Enforceability is for the same jurisdiction. All the terms of the contract are satisfied. And latches, if you waited too long to bring action, you can't. Unclean hands meaning we are both dirty. And bona fide purchaser -- doesn't cut off the other parties rights. You want to study more on the specific performance. It's something you haven't had yet. You are responsible for the UCC, and I want you to work on that. They will be on the multistates. They like the issue of the remedies, lost value seller, and I want you to come up and they are very, very testable.

What is going to happen at this point, you are going to be sent out a contract essay question. I was disappointed last week, you didn't write the torts. I need to know how you are doing. It's important for you to do that. I get an understanding of do you get the concept. Do we have a problem in regards to issue spotting or understandings. Write the question. I'm understanding is she is going to send it out I believe tomorrow. And the answer out on Friday because Monday is a holiday.

Here is question for real estate a lot of the is unique. Any land absolutely. You can argue that no two are the same. Goods property, antiques, if it's something you can get the same thing, but you will know based on the facts.

Any other questions for me? You are not responsible for California. I don't want you to go there. California law, no. You are responsible for common law and for the restatement seconds. For crim law for common law and the penal law. If it's model answer for me, I don't take an hour, it's the go to everything in the kitchen sink. If you are looking at the baby bar website. Those are everything. Again, the more you have things in your mind set of how it comes up and how you will write it, you will be more quick. I like to handwrite. But in looking at it I had to be on in knowing how the issues come up. And is I know what I'm basically going to break apart and go through. The more you understand how the issue is going on come up and how you will spit it back on the paper that will help in terms of time. I do like the new bar, they have good questions.

If you have questions, send me an email, if you want the questions I mentioned to you in regards to party beneficiaries. The more exposure will help you, and students make mistakes. Under the heat of battle there.

Any other questions?

I agree, remember there are under the battle. And they are looking at did you get -- what people don't understand. We go in there thinking we have to be perfect, you don't. Do you understand the gist of the problem. Did you really understand with the burglary did you understand the issue? Did you get that in the book, I went through every element, but we both got the same points. Because you let them understand you know what is being tested. It's not volume. I think it was question Number 2, it was a torts question, I like your opinion. I have the feeling people wrote it in 35 minutes. You can write in fifty, but I bet there was a you sub-issue that you missed. And it cost the exam. You are saying, 2011 that first essay was the battle of the forms? We have if you go to the E classes, go to the ones we have done in the past, I guarantee there was battle forms up there. It comes more on the bar. They have tested it on the baby bar though. So be prepared. If anything comes up, shoot me an email, I'm here to help. Let me know, or call. Whatever works for you. Look to the essay, and do the multistate, the more exposure you get, the better you will do.

Good night.

{Session concluded 7:01 p.m.}