Tuesday, September 4, 2018

Taft University, Santa Ana Ca

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

INSTRUCTOR: Welcome to tonight's baby bar mini series. We will be starting in approximately 8 minutes. Be sure you will have the essay question that was emailed out to you. Again, we will be start in approximately eight minutes.

Welcome to tonight's baby bar mini series, we will be starting in approximately five minutes, thank you.

Welcome to tonight's baby bar mini series. We will be starting in two minutes. Be sure that you have your essay handout that was emailed to you earlier. We will be starting in approximately two minutes. Thank you.

We will be start in approximately one minute.

Good evening everybody. Welcome. Our primary focus tonight will be on the contract essay question that was sent out to you. I want to point out that these sessions are recorded. So if you want to go back and repeat a section, you can, or if you missed one, you can go to the Taft website and click on the lesson you are interested in. If you have any questions, ask them in the chatbox and I'll help you in any way I can.

Let's get started. On this particular essay question, or any essay question, what I will like you to do is use your checklist. For a few of you who did send your exams to be looked at, you didn't use your list for contracts. You have to understand with contracts you have to take it in chronological order. You cannot go back and tell me there is a new offer or tell me there is a modification. Take it in chronological order. And the way the examiners sometimes write the exams -- it gets confusing, I promise you if you follow your checklist, you won't fall for the tricks. So I do want you to keep in mind to use your checklist, it's there to help you set up your issues as well as to help you identify the issues. They are tools and you want to use them. A good attorney will help use tools to advocate and prevail. You want to do the same thing here.

In regards to the examination, the first thing I want you to do is read the call of the question. They are not going to head note and say it's a contract question. It's your job to determine if it's torts, contracts, or crim law. A lot of times the call will give it away. And once that happens, I want you to write on your scratch paper, your checklist, you will do this in a shorthand form that you will understand. This will help you issue spotting as well as in the pressure of the exam, your mindset will help you see the issues.

After you read the call of the question, you will read the facts at least one time through. You will then be ready to mark it up and pull out your issues. Why? You are not familiar with the facts, you are familiar with the law. Those are rote. In regards to the exam, it's all new. You have to think about it and digest the facts and see what issues are being raised on the fact pattern: You don't want to fight it. Use your tools to help you succeed. And you can tell based on the pass rate, it's not very high. The more you go in prepared and have good tools to use, that will help you to succeed.

So first thing is read the call of the question, was an enforceable contract form binding seller to sell the doll collection. Does that call tell you the subject matter? Absolutely, it tells you to contracts. At this point I will write out my contracts checklist. So does this call tell me anything else. Remember I told you in the first lecture, we usually determine if it's general call or specific call. Remember general call is discuss, not too much, versus a specific call gives you the actual specific issue tested. This is an enforceable contract, that tells me there are formation issues. So my checklist is going to be very important here. It also says, binding seller. How do we bind? How do we force a contract? That tells me I need to discuss the issue of specific performance.

I told you last week, the bar examiners are testing you more and more on the issue of specific performance, it's something you need to know, because it keeps coming up on examinations. They expect you to be aware.

So looking at the call, I have formation, and I have the remedy to discuss before I meet the fact pattern itself. Before I go through the fact pattern, I stated you will read it one time through, and then you can go through and mark it up and you want to pay attention to what the facts are telling you. We are going to assume we read it one time through, so we know the facts, and we read it again.

So (reading the question) remember I told you to stop at the periods and reflect on what the examiners are trying to tell you. Since it's an inheritance, it's telling me most likely she is not merchant. So I can make the inference that she doesn't deal in antique dolls. That would be reasonable. (Reading) I see we have $15,000, and I'm thinking, antique dolls, and I'm thinking, UCC and statute of frauds. (Reading) "On September 1st seller wrote signed and sent the following letter to several doll collectors in her area." Now we need to determine based on the letter, does it have enough to determine? Is it different and certain in terms or is it a preliminary negotiation. (Reading question) now let's break it apart. What are the facts telling me? The issue is, is it an offer? Based on the language, I'm willing to sell, that shows the intent to be bound. She has the intent. Does it have the definite and certain terms? We have the time period, identity, price is the $15,000, and the is doll collection is the subject matter. So the terms are stated. She mailed the letter, and we can show communication of the offeree. So most likely I'm going to construe the letter as an offer.

But what else is in the letter? It says, who let's me know that he or she wants the collection. This is where the reading is important. Once she said, I'm willing to sell to the first person who let's me know. That's a method of acceptance. That's very subtle. So remember, it's the offeror, you have the power to dictate how the offer is going to be accepted. And since within that letter it says, the first person who let's me know he or she wants the collection, that's going to be the acceptance. You see how subtle that is? If we pay attention to the language of the facts, we are willing to pick that up. Further in the letter, it states the offer will be good for thirty days. Why is that there? That would be an issue of what? Option contract. An option is an offer that needs to be supported by consideration and for a stated period of time, which in this case says thirty days. If it was between merchants, it would be a firm offer. Remember with the firm offer, you don't need consideration. So you under UCC you don't need an offer, what do you need? It has to be merchants and in writing.

So we see in the second paragraph, that's dealing with the formation of the offer and the option versus a firm offer. The next paragraphs states (reading) so is she really rejecting? Remember rejection is a statement saying that you don't want to deal, I'm rejecting the terms of the offer. The fact she stated, I'll get back to you, she is not rejecting. We still have an offer on the table.

(Reading) they reemphasize the issue of method of acceptance, they gave it to you again. Based on the seller's statement, who I actually hear from. Again it goes to the issue of method of acceptance. So as the offerer you are dictating the method of acceptance.

(Continues reading) why is that there? That goes to reliance. Question is if you see the wording for an option but yet you find that it fails lack the consideration. Do you address the issue of option? Absolutely and how urn if an issue is there, look toe elements, if there is one element that has strong facts, which as the option, it does, examiners want it. If there are no elements, and you are making up facts, I'm barking up the wrong tree. But there are so many facts. I know they want the issue. Remember they are not looking for everything to succeed. Sometimes we get our mindsets that plaintiff-defendant, plaintiff must prevail. And they write these exams, the plaintiff is the wrongdoer. So you want to bring up the issue.

Back to the other paragraph, with the thousand dollars to evaluate the collection. That goes to an issue of reliance and that actually go to multiple areas which I will point out to you. (Continues reading) what does that go to? Again you told me as the seller that you are going to sell to the first person you hear from. But look at the actual language being used. This is buyer, I like the dolls. Here is another issue in regards to the acceptance, is what? Is an unequivocal sent it in terms of the offer? You are accepting, that's ambiguous. They are playing with the issue here. It's important and it's based on what? The facts.

So the more you understand the facts or see where the examiners are trying to, I guess I can call it, tease you, that's where your point value is. This is ambiguous, I like the dolls, so you can say I was going to further check it out and do more evaluation. So the other side will say, it's not clear that you are accepting the terms of the 15,000 price on the table. You see how this is a gray area that the examiners put at issue and they are telling you they need you to argue both sides.

Now it says (continues reading) it says also, and dates are important, and to be doubly sure, buyer wrote to the seller, saying they accept the offer. What does that go to? First is acceptance. Is that unequivocal in terms of the offer. If you look at the letter, it says, they will buy the collection for $15,000.

Now it says in regards to the method of acceptance, yes, that's a method you can bring up here. But is that quite clear? What is another issue these facts raised? (Reading) what was the offer? We understand the buyer got the letter, and on September 1st seller wrote. So what are they testing here? How about the issue of mailbox rule? And what does the mailbox rule state? An acceptance is effective dispatch. So the issue is we have an acceptance, but when it is effective? So is it effective on the fourth? And the answer is no, you know why? There are two arguments here. The one you brought up was method of acceptance. And the other one is an option. If you find that there is an option, which some of you are saying, how, and I'll get there, the mailbox rule or firm offer by the way does not apply. Remember the mailbox rule or firm offer, mailbox rule does not apply. That means this is on not accepted until what? Until seller receives the letter from buyer. That's multistate stuff as well. You need to know that. They are going to play with you on that issue. The mailbox rule and the rejection. You have to pay attention to that. It's black letter law oriented. So plug it back in your checklist and get a good understanding of how they test. That will help you.

It further states, (continues reading) what's that go to? Obviously the issue goes to whether or not we have a valid revocation. It's effective what? If it's prior to a timely acceptance. If we found there was an acceptance that happened prior to the revocation, then it is not timely.

Buyer responds. (Reading) back to the call, was an enforceable contract formed? Now what you are going to do is pull out your checklist and start in chronological order. First, does the UCC apply? Since we are dealing with a doll collection, you are going to have to address UCC. We have the doll collection, that qualified. And UCC applies. Remember if you sell something at a garage sell, UCC applies. It doesn't mean you have to be a merchant, it's the fact that it's a transaction of goods. Now your next step is if you are dealing with merchants, because you law feels you should be more sophisticated. So next you determine whether buyer and seller are merchants. So the seller inherited the collection, so I can make a reasonable inference that it doesn't appear she knows what she is doing. Especially if they appraised it at $30,000. Versus the buyer, we could argue, you are a doll collector, you should have special knowledge or skill, so we could find the buyer is a merchant but we can argue that the seller is not.

So next on the checklist, preliminary negotiation, I don't see that at issue, because based on the facts, since the terms are definite, so I go through the offer. And this is important for you to dissect your elements on the outline, so what facts if you pull out the manifestation, and intent. It's not how we interpret, you want to go back and extract the facts that the examiners gave you. I own a doll collection, I know someone who wants to sell it. So your quantity it's a doll collection, and first person that responded is the time period of time. And communication, she sent out the letter on September, buyer received the letter. So we have a valid offer.

Now what is next? Even though the facts say the offer will be good -- to the first person who let's me know he or she wants the collection, that sentence itself, goes to an acceptance, so can I go to acceptance next? I see thirty days, so if you look at your chronological order of your checklist, option comes up next before acceptance. So I'll talk about my option first. Remember with an option, it's a promise to keep an offer open for a stated period of time and it requires consideration. When seller represented she'd keep the offer open for thirty days. So that's until September 30th. It's a state period of time. However was there consideration? You could say no, but is there another argument we can make there, what is it? When buyer noticed, and hired a doll appraiser and paid a thousand dollars. You can argue reliance. Remember if consideration failed, look to see if there is a substitute around it, that's a good argument. Otherwise why would I go hire an expert to determine the value of the doll collection if I know you can revoke at any time? Would I invest a thousand dollars?

What you need to pay attention to is how you conclude. If I conclude there is a valid option we know that mailbox rule discussion is going to have a different told versus if I say there is no option. Even though I would still bring up that issue, it's going to have a different effect. So you want to be consistent also with your conclusions. You want to write the exam how you see and argue it based on the facts. If you find that there is no option, obviously go to firm offer rule. If you find there is an option, assume that and still go to the firm offer rule. You want as many points as you can obtain. It's a gray area, it's not an absolute.

Now with the firm offer, remember obviously it's going to be open for a stated period of time not to exceed ninety days, it has to be in writing and the offerer has to be a merchant. The seller did sign a letter, so there is assurances of thirty days, but the seller is not a merchant. So since it's an inheritance, there is no way to find that seller is a merchant so the firm offer would fail. If you found that the seller was a merchant, then most likely you found a firm offer. So that changes your conclusion.

So what's next? Again I follow my checklist. I look to the facts. She called and basically said, I'm interested but she wanted to do some research, and inspect the dolls, so based on the facts that support a rejection. Remember it's a statement by who? The offeree, showing your intent not to accept the offer. So the fact that I'm interested but I want to do some research, and I'll get back to you, that is a statement, but you are still inquiring and investigating. So --

When the examiners give you a sentence or more of facts and you don't see where they fit, there is a problem, you have to go back and look. If I can't tell, go back to the checklist and help you, you talked about UCC, merchants, firm offer, where can the fact be? I see below there is an issue of acceptance. So that has to be the option firm offer, and acceptance. So you pull the issues out and see what the facts are coming from. So I know it can't be revocation, so the issue would be rejection: Again if you can't tell, back into the issue.

Don't care how you got there as long as you get there. So use your tools that will help you. Sometimes the way they write the exams, I'm not sure what they are asking for. But back into the issue, and you will get the same point value.

(Continues reading) -- supports there is no rejection. The offer is still on the table, isn't it? Okay. Now what happened next? On September 4th, (continues reading) that's the issues, is the buyer's telephone call a valid acceptance? With an acceptance what do we need? Unequivocal sent to the terms of the offer. Do we? You want to argue both sides. Based on the message, does that show an unequivocal acceptance? Yes, it does. Argue both sides. Most will conclude that the it's not an acceptance, because again, imagine, it doesn't come back and stipulate the terms of the original letter. I also see that buyer sent out a letter. In regards to an unequivocal sent to terms of the offer, we have an acceptance. However some of you did point out, the offer what? I'm going to sell to the first person who let's me know. That's the argument. Method of acceptance. I dictated the method of acceptance. Make your arguments.

It doesn't matter how you conclude as long as you continue. And I would definitely bring up the mailbox rule, why? Because they told you put it in the mail on September 4th. So based on the argument here, with the mailbox rule, a lot of you would have found it worked however, if there is an argument, and I would point it out to the examiners here, if they did find this to be a valid option, the mailbox rule would not apply. Or if you found it it be on valid option, and you would say, however since there is a valid option, the mailbox rule would not apply. Let the reader know what is being tested. We don't want to dismiss it. You want to say, I see where you are teasing us.

So what happened next? So buyer returned, and the seller, said, I had it appraised and I'm not willing to sell it for less than 35,000. So she is expressly revokes. The fact that she stated, I'm not selling for less than 35. It shows you are revoking, and that you are communicating with the offeree. But what was timely? That's the issue you need to let the examiners know that they are testing. Make your argument. If you found that there was an acceptance, most of us found there wasn't. And so revocation would be effective. Now am I done? If I feel pretty strong, that acceptance, sorry, it wasn't a mirror image in regards to the telephone call. The letter is not really effective until receipt because of the option. So I feel that the revocation is effective, would I is to have stop no, why? So I need to continue. Sometimes we say, sue me, the court finds. Don't go against your statement of how you argue your facts and conclusion. Assuming that the court finds revocation is not valid then you would go to your issue of consideration. That's straightforward in this exam. Was there a contract formed? Absolutely. Am I done? No.

One issue they love to test is defenses to formation. So you need to look at that and break that apart. We have a tendency once we form a contract, we leave. Can't do that. You have to carry it all the way through. And the big issue is the statute of frauds. So with the statute of frauds. A contract for the sale of goods, of five hundred dollars or more, must be in writing. The doll collection is good. And the goods are more than five hundred dollars, so it needs to be in writing to been forcible. Is there in writing? No, you have a letter. A lot of times, you see students argue the letter is in writing. No, that's the offer. You need to see something embodied after there is acceptance. Something that ties it together. You can't use written offer to argue it's sufficient memo. You can argue it, but the letter is the offer. It's not going to succeed here.

So you have a sufficient memo, it has to have essential terms, what else? Written confirmation between merchants, which we don't have. Full or part delivery? Don't have anything that will work. What else will work? Besides the memo.

What about estoppel? What estoppel is, it's based on your conduct, it's release based on your conduct. That can take the oral or incomplete writing outside the statute of frauds. How? We can pull out the facts here, you hired a doll appraiser and you paid a thousand dollars for the appraiser. Who would do that unless you felt what? Argue that we have some type of an agreement so you can make an argument of estoppel based on the reliance showing that the statute of frauds has been satisfied.

Remember on the baby bar, a couple areas of statute of frauds that they test. Incomplete writing. We just have a letter. And your estoppel, it comes up more than you think. It's an area you want to practice and get to know. It comes up more on the examination than they think. So some people argued in this examination, the issue of mistake. Would this be a unilateral or bilateral mistake? There is a difference. Is it void or voidable? The only one you could argue possibly, which I don't see in this exam is the unilateral mistake, and the facts that people see and place this at issue is based on the seller inherited the doll collection and it's valued at $15,000 in the estate. She was under mistake as to the price and the value. But does that matter? It doesn't. Unless the buyer had reason to know that she made a mistake and knew the mistake. Then we can make a contract voidable, otherwise, no. If there is a mistake in price, guess what, it's your own fault unless the other side knew you made a mistake.

That does come up on the multiple-choice questions. If you did see mistake, it's the something quick here. I don't believe I had that in my model answer. And your breach. Are you going to find the buyer or seller in breach? I believe I found the buyer in breach. And of course damages, would we have damages? What would be the damage. I expected a doll collection, and the seller is thinking, she has a doll collection worth 30,000 dollars. Is that going to make you whole? No, because that's an issue in regards to specific performance.

In regards to the two issues of acceptance, I have a question, in regards to the practice, I merge two acceptances. You want to separate them out. Two problems with that is the reader reads these quickly, I might not read the full thing, so I might not see you understood that the phone call as well as the issue are two issues of acceptance. I want to let the reader know by my head notes. I don't think you had to talk about damages, but since it did say bind the seller, I need to talk about at least specific performance. So if you went that far to damages, you didn't have to, but since it says binding the seller, I wouldn't leave out the issue of specific performance. And again because they are really testing that lately.

With specific performance, what do they like to test? You need to show we have a equity, to he enforce the contract. The key thing they test with you is what is called the inadequacy of legal remedy. What does that mean? You will learn, in your upper class for remedies, it's something you need to know now for the baby bar, you need to show money damages will not make you whole. If this is an antique doll collection, there are not too many out there, you can argue they are unique goods. Real estate and land are unique goods. So if somebody defames you every day, or trespass to land, that would be more a tort, if I see something in regards to contract, something that continues over and over. So multiplicity of suits. Every time you breach, I have to bring a lawsuit. Alimony, I don't think they test it. Usually for equity, for statutes for that, you will look for the uniqueness of the goods, multiplicity of the suits. And there is specific language that you can pull out of Gilbert's. So in this case the seller has a doll collection, it's unique chattel. So you can't buy that at another store, you can argue it's unique, so you can argue specific performance. So we are contracting with each other, and is it enforceable? Is there any viable defenses?

There is difference between legal defenses and equitable defenses, you have laches is unclean hands, it's an equity and it's because you know there was a problem and you didn't act on, it prejudices the defendant. Say the buyer didn't sell for a year, laches, it's an unreasonable delay. It's prejudice to the defendant. In regards to unclean hands, you are both dirty, very rarely at the same time, or a bona fide purchaser. If the other party didn't know about the buyer, they can cut off the buyer's rights. Laches where the court will not allow specific performance, I want you guys to get to know, why? It's becoming tested. It's coming up more and more on the bar exam. It's important.

An overview, we read the call of the question first, we saw in the regards to the issue being an unenforceable contract. And I want you to think of specific performance. And you are using the checklist. Very, very, very important so we don't omit issues and we continue to defenses to formation, that was important. If you didn't carry it through, you lost things.

On the exams, a couple things, a lot of people have a tendency to write common law versus UCC and you go through this canned statement, if the UCC applies, and you will write UCC right through it. Don't write common law versus UCC don't do it.

Issues that were missed in the exam, the option and the firm offer. The acceptance, as someone already asked, you need to separate it out. And can you believe people missed the statute of frauds. That's a big issue. Defenses are highly testable. I need to understand how statute of frauds come up, and misrepresentation. You need to understand how these are tested because they are worth points. You can be anywhere between 10 to 15. If I have sufficient memo and written confirmation we have a lot of points. I want to make sure I'm not giving the points away. That will hurt me on the examination.

Mistake was seen by a couple people. I can see why you brought it up. But people aren't applying it properly. You have to write it if it's unilateral or avoidable. The key thing I saw on the exam was you didn't follow the checklist, that will keep you organized. I like contracts it's methodical. If you didn't follow the checklist, they can trick you if you combine issues, and you lose points. The examiners might not see it because they are reading that quickly and I don't want to lose my point value especially when I am working so hard. Use your head notes. And communicate with the examiners. It's like when you do your examination, first impressions are important. Lay it out so they respect what you are writing.

Areas I want you to work on are formation, it does come up on the baby bar, you have to test on it sometimes. You need to know it, it's not as detailed. You should master it. Your conditions and your excuses to your conditions, review that and make sure you have a good understanding of how it comes up and how you are going to write it on the examination.

Any questions before we jump to the multistates questions?

All right the first question, and I can see why, and you haven't ready had UCC it's something I told you you should get hold of. It's something you are responsible for. On the last baby bar, I believe two contracts, one was UCC and the other wasn't. There is a good chance it could be UCC, you might not see it on the essay, but you will see it on the multiple-choice questions.

I want you to be prepared. Let's look at the first question, Question Two. (Reading Question Two) it looks like we have a contract, doesn't it? (Continues reading) even on the multistates, you have to break it apart. In regards to the offer, and they advertised, and I accepted. You don't want to make a subject there is a valid contract. That's where you get hurt. And (continues reading) what's the issue? So did we have a contract? We had an offer, an acceptance, obviously consideration was 75 for each chair in exchange for each chair. The contract was already formed before he rejected it. We have a problem here. What are they really testing here? Basically we could argue, statute of frauds, but it doesn't look like they are testing that. What they are testing in regards to the remedy. There are two things to look at, what type of goods these are, they can be unique, versus what is called the lost volume seller? What is that? It's basically if like in this case, if I had these chairs in stock and I sold the same chairs that I had to another buyer, I still can sell you and recover those damages and profits. Since in this case they are not in production anymore, so they are unique, so I can't. And I sold them at the same price I'd get from you, there is no damage. If I change the facts and said the I can get more from the manufacturer, that will change the answer choice. But the facts told you they were discontinued. Your remedy, would be five hundred dollars per chair, but you sold them all. So D would be a better answer choice.

An area you want to study, is the unique goods, can't get them anymore and of course your loss volume seller. With the goods and how they test, I've seen on the multistates, the printing press, I'm telling you two, and you reject them, I'll sue you for them but I went and sold them to another company, I can still recover. So your damages refer to your profits. So I don't get unjust enrichment. Your general damage would be the $10,000. So you should get to know that.

Everyone understand why D is the correct answer choice? Research that in regards to the uniqueness and to goods and your lost volume seller. So that has been tested to the multistates.

Number 2, they test all the time, it's black letter law, and you should know this, and they try to trick you with the verbiage. (Reading question) now if you look at, it's got because. Can we eliminate two right off the bat? Yeah, we can eliminate Rick, which is the better chance choice, saying B, which it is. Why? What is the right we are transferring here? It's gardening services? Is that too personal by nature? No. Let's say the facts told you that the contract as stated, (reading) is that clause enforceable, yes, it is, but will the court still allow, even though the contract says you can't assign, assignability. Yes, they will. The courts like the assignability of contracts. They will allow the assignment. What would be the damage here? For the breach of contract would be the difference between the contract price, yes, cover, the cover is terminology for UCC by the way, so the difference between the contract price and the fair market value, which is the difference. Cover is language used for the UCC in regards to recovering your damages.

For question Number 10, B is the correct answer. Understand that one?

The last one, someone asked about was question Number 25. Disaffirm a contract in a reasonable amount of time. The contract is voidable to the discretion of the minor. The minor cannot get away with unjust enrichment. If they were conferred a benefit, they will have to pay for the actual benefit.

(Reading question) it's a minor, we know the contract is voidable based on Jessica. (Continues reading) remember, I can disaffirm the contract. The contract price she paid was $1,200, is she going to get that back? No, because she had $150 a month worth of services driving the car. So her remedy will be limited to the nine hundred dollar amount. If it's a necessity, different argument, car not a necessity, food, rent, and medical, those are the exceptions to the rule. It's something you will see on the multi-choice questions. They like that issue because it's difficult for most of us. The rules will help you immensely.

Where do we go from here? We continue to crim law. Get to know that subject matter. That doesn't mean you abandon torts or contracts. You still need to continue. Say you are doing thirty multistates a day, you can't leave the previous subject you had behind. You will forget and you will be frustrated.

You will be sent out the checklist, so go through the checklist and see what you remember. It usually starts with inchoate crimes. Soliciting and what else solicitation, what? Can you withdraw from the solicitation? Don't just pull out your book and read. If you have a general understanding, it's better for you to work on the application. Hear student, say, I read my Gilbert's all day. What did you retain? I'm not just going to read my Gilberts, you have to be more proactive and understand how the issues come up in a fact pattern. How do they test? Do I understand the unilateral agreement is? Do I understand what a feigned agreement is? Same thing will happen with the blacklist rules.

In three weeks we will go over the baby bar answers. There is an odd one. I would like to see somebody's answer. It was a difficult contract question based on the set up.

Anybody have any questions for me? Are you guys looking at multistates every day and doing them? How are you doing? At this point we have time, because we have what, six weeks. So hopefully you are at a 65 percent. If not, up the ante, write down the answer why? Why did I pick A? Break it apart.

Again, that's good you have done at least a thousand, how are you doing on them? Remember it's not the quantity, it's the quality. I have people tell me they have done 5,000, but they are still in the sixty percentile, that's pressed for time.

I would take, in your case, a baby bar day. Maybe Friday or Saturday. And then that's all I do for that day.

When I was in law school, we did a bar day, and we had to rotate five classes, but you always picked a bar review day where you just sat and studied. Otherwise you will spend too much time on the baby bar, and you don't succeed on the second year. Or the other way. If you have a May start or October, if you have finals coming up. A lot of pressure, you have time.

Shoot me an email and we can talk. Anybody have any other questions? If anything does come up, send me an email, please start working on your essay, and issue spotting and get your timing down and working on the multiple choice. This is a tough exam, but the more preparation, and how you are going to articulate it back, that will breed your success. It's by doing, that's the only way to do well. So for the E class, yes, tomorrow we do have E class, and it's crim law that we will be reviewing tomorrow. You are welcome to attend that as well. So if you didn't get the question, email me, and I'll get the question.

Okay, anything comes up, please let me know. Tell me how you are doing in your studies. Drop me a line and let me know how you are doing, or if you have questions, or you are not quite sure, I'm here to help. Good night.

(Session concluded 7:01 p.m.)