Tuesday, September 25, 2018

Taft University, Santa Ana, CA

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

INSTRUCTOR: Good evening everybody, welcome to tonight baby bar mini series, we will be start in approximately ten minutes. Thank you.

Good evening, we will be starting in approximately five minutes. Make sure you have the four essay questions that were emailed out to you, they will be the primary focus of tonight's lecture. We will be starting in approximately five minute, thank you.

We will be starting in approximately three minutes. We will be starting in approximately one minute. Make sure you have the to our essay questions that were mailed out to you. They are primary focus of tonight's lecture. Again, we will be start in one minute. Thank you.. that's June 2018 so you want to have the four essay questions, in front of you. And we will start out with question Number 1.

The sessions are recorded so if you want to go back and listen to them you can go to the Taft website to the student section and click on the one you want to listen to again.

When you take an examination, read the call of the question. For some reason student had a hard time with this exam. This was a party beneficiary examination for contracts. If you just paid attention to the calls, you should have been able to do well.

Call one asked, (reading) Food Bank, is the third party beneficiary. Two, what if any defenses does seller have? Remember defenses as I told you before can be true defenses. For contracts we had statute of frauds, parole evidentiary, mistake, or it could be counter arguments, or it could be excuses to your performance, and then in call Number 3, what, if any, can Food Bank seek -- discuss. Now relief is a very generic term. That tells me I can't stop at damages. The key thing is it's Food Bank seeking relief. A lot of us found that Food Bank didn't have any rights. But if they are in the call, what would they be remedy wise? The key thing I want you to understand is pay attention to the call. The call will dictate. If you don't then obviously you are not going to answer the call or get your point value and that's frustrating. You want to be sure you are following the call of the question.

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

Remember on the examination, you will read not only the call of the question first, but the fact pattern one time through to get a general understanding of what is being tested. As you start reading this you can see obviously it's a contract question. And at that point, what I want you to do is write your contract checklist on your scratch paper. I want you to be using your tools. With contracts, I indicated to you, you got to take in order, you do not take contracts out of order. You wouldn't start with breach or statute the frauds. You want to keep it in chronological order pursuant to your checklist.

So we have two merchants at this point. Seller and buyer entered into a valid contract, seller promised to deliver 25 pounds of rice packed in sacks -- so the fact tell you that we have a valid contract. And it gave you the terms of the contract. It's before May 1st, 100-pound sacks, six dollars per pound, $6,000 total for the Canadian wild rice.

Buyer is a supporter of nonprofit Food Bank, had an additional condition. You can see at the time of formation between buyer and seller, Food Bank was known. And that's what makes Food Bank is party beneficiary to the buyer seller contract. For a party beneficiary, you need to see that the status raises to formation. If there was an actual contract later, it was a modification it wouldn't be a third party beneficiary. Remember that. They promise, so they promise to deliver the two hundred pounds of Canadian wild rice to Food Bank. So the elements are laid out in terms of the contract.

(Reading) they decided to use the rice as part of it's up coming fund raising campaign. They informed them which is notice. You have to have vesting, so notice, in a sense. So they decided to use this for an fundraising campaign. That should tell you two things, one that's a form of release plus a type of special damage.

(Reading) Food Bank spent three hundred dollars for two bags with special labels. Obviously that $10,000 in regard to contributions would be a form of special damages. Those facts are your special damage. And they spent three hundred dollars for the bags. And they did detriment and rely.

So May 1st they delivered the rice to the buyer, it looks like there was performance. (Reading) now my person I use, in regards to getting the rice, changed their system in regards to how they deliver it per bag, so you should think of it as excuses in performance. This is who I use. Buyer refused to accept delivery. That's repudiation. And (reading) definitely repudiating.

(Continues reading) now the fact that he purchased the 2500 pounds from another supplier, he just voluntarily disable himself. We have arguments in regard to buyer's conduct as well.

(Reading) Call One. (Continues reading) well take it in the order of the checklist. First, does the UCC apply? We have a transaction of goods because we are dealing with the wild rice, so UCC applies. Are we dealing with merchants? So therefore they are dealing with goods of a kind, so we have merchants, my next headnote would be validated of contract. They are going to come into play in the argument, so I like to lay them out for the reader. So the party, you step in the shoes, and anything they can put against you, you can assert. I have a valid contract, delivery is supposed to take place before May 1st which seller implied with.

But the kicker is, it was supposed to be packed in 100-pound sacks. So I want to pull out the terms and say this is what the validity of the contract was based on the terms. So there is a valid contract. The call asked you, can Food Bank need? Standing. They are not in the contract. So this is what raises the issue of party beneficiary. So with that, your status rises at the formation stage of the contract. And buyer and seller entered into a contract. So Food Bank was known at the formation stage of the contract. Do we have or do we need privity? We don't. Was there intend to benefit. Based on the facts Food Bank is going to argue that they are trying to benefit Food Bank. You need to classify. In common law you have creditor, donee and you have intended beneficiaries. In this facts obviously in this situation, that was gift. So you would classify in this case Food Bank so donee. They are getting a bit of benefit. You would say they are a donee, with their rights. The majority rule is they need notice and assent. Based on the facts, they really have both. I'm going to point out to the reader. So Food Bank is a donee. Buyer did inform Food Bank of the promise. Further they ordered three hundred dollars worth of two hundred pound bags with the special label. Based on the conduct and spending money trying to campaign to raise money shows that they materially changed their position and relied on the agreement. So it's a valid donee beneficiary.

Remember, even though I show that your rights do vest, you step in the shoes. So what does that mean? Basically you step in the shoes in regards to buyer. So anything they do correctly Food Bank can assert on their belief. Can Food Bank enforce the contract.? I would say yes, but if there were any viable defenses in the contract it would bar food banks rights. So I don't want to bring them up in call Number 1. This is where people got off, they didn't know where to put their arguments.

So yes, they can enforce assuming there is no defense.

Looking at these plus past exams I have shown you this is a very straightforward party beneficiary. They have been coming up with these types of exams through assignment delegation. This is very straightforward. This is one that everyone should see.

In regards to Call Two, what, if any, defenses does seller have? There is no true defense, they told you it's a valid contract. There is nothing here, it's written, there is no statute of frauds or parol evidence. So the only thing to grab on to it conditions. We have implied in law, constructive decedent. Did seller do that? He said, he performed, I gave you the rice. But the response is they were supposed to be in one hundred pound sacks, and they weren't. So with the doctrine of impossibility, it has to be objectively impossible.

And the seller is going to argue, the person I use, the Canadian producer switch to metric weights. That was unforeseen. It's not my fault. However is it objectively impossible is this seller could. You could argue, repack them. It's not impossible. You could still fulfill the obligation of the 100 pounds of rice in the sacks versus 110.2 pounds. So you can argue objective impossibility. So the element they like to argue is it's objectively impossible? It's not. Impractibility. It's going to be an expense and undue burden on seller. But he is going to argue, my supplier changed from found metric, it's not foreseeable. Did it inhibit the sellers ability to get rice from another producer?

Make your argument. Frustration of purpose. In regards to frustration of purpose, again unforeseen event, and was your purpose fully destroyed? Again, seller is going to argue, he ordered the rice in the hundred pound sacks but his supplier changed to metrics, so for the purposes of the contract, it was unforeseeable. But his purpose was not destroyed. Because his purpose does not destroy the contract. So frustration of purpose does not relieve the seller from his obligation. I think they let out for you, I told 2,500 pounds and that was delivered. That's where he gave the term in the contract, he wanted 100-pound sacks. That's your art. Did he involuntarily disable himself? You purchase from another supplier, you wouldn't give it to me with the terms of the contract.

You have both sides to bring up here. Buyer told him I'm going to accept the delivery based on your failure. So seller is the one in the breach. I put the seller in the breach here, again that's why I feel in the first paragraph, why they really laid out the terms for you versus just saying there is a valid written contract for the sail of the rice. They are giving you the argument for the 2500 pounds versus I asked for it to be packed in 100-pound sacks.

See that for Call Number 2.

Call Number 3, what, if any, can Food Bank seek? They don't really have any rights. Do they really have any rights to enforce the agreement? They would get general damages. General damages your expectation are the terms of the contract. So if seller doesn't deliver goods you get the difference between the contract price and the fair market price. So they would get the rice for no cost. You can argue special damages because they are going to argue here they lost $10,000 in contributions remember for special damages. To be foreseeable at the formation stage of the contract. There are two arguments here, how would seller know that they are going to take the bags and try to get people to contribute to their campaign to raise $10,000? Was that known at the formation stage of the contract? No. I will assume that you would feed people.

Further, is it speculative? Can they prove they could raise the money? So you have two arguments here in special damages. Did I go through specific performance. Is it a unique channel and based on the fact you can get it somewhere else. They are not going to enforce the terms of the actual criminal. So I think the way they did the calls they were trying to help you. Lay it out so you can understand how to break it apart in regards to the party beneficiary and the actual defenses that could be argued.

It is a matter of managing your time. I am glad you see the issues. The other thing I saw the student exams, they lumped everything together, you have to break it apart. So you want to let the examiner know that you understand what is being tested.

Just because you are bringing suit doesn't make you correct. They are trying to get you to understand how the doctrines work. The concepts in and of itself. Any other questions in question one?

I think you could. Absolutely. Let me them know you see it. In regards to question Number 2, this question hurt a lot of people and it's not really difficult question, once we go try it you are going to stay that it's straightforward. It's a concept that you haven't had. It's for legal malpractice. What you need to understand, is it it's a negligence theory, you show duty breach, your proximate cause and damages. In order to prevail malpractice against a lawyer, you need to show the underlying claim. You would have to prove up the products liability in this particular exam. I only saw one out of the eight that I reviewed that discussed it that took this actual exam. If you have seen this -- it's not racehorse, I'll show you why in a minute. It's a straightforward exam you could get done in fifty minutes.

Let go through it.

(Reading) at this point when I wright my full checklist in regards to torts? No, I would probably break apart any elements of negligence I'll look for a special duties like a breach. And break them apart and make sure I don't miss anything. This exam was pretty straightforward. (Reading) there is the malpractice. (Reading) if Carol does prevail -- I think they gave this to you as a hint. So you need to break it apart. Let's go through the facts (reading question).

Now I'm thinking manufactured by, it wasn't built, I'm thinking an aboveground pool. (Continues reading) there is your key. A lot of people might think this is a racehorse but it product liability. The only issue here would be negligence. You will not have to do in this fact pattern, strict liability or implied merchant warrant ability. They narrowed it down to negligence.

(Continues reading) we have gone from September 16th to 17 a year later. (Continues reading) remember she got injured in July. He should have filed before July 2017. Whose job is that to know? The lawyer. In Call Number 1, (reading) you gave it to your malpractice and your issue of duty. And duty as a lawyer, you have to act as a reasonably prudent lawyer, and you have to take steps necessary to make sure you file the lawsuit in a proper and timely manner.

Did he breach? When she was talking about hiring him to negotiate with the health insurer. He suggested that she filed the lawsuit. She said yes, and then he told her the claim is now barred due to the statute the limitations. He failed. You can bring up the argument here, if you look at the dates, she hired him in 2016. And he waits a year to bring it up. So he did breach. Causation is pretty straightforward here. (Reading) is it foreseeable if you don't timely file? Yes, it would be and bar her from suit. And your damages in order for her to recover, you will have show she would prevail for her suit. So call Number 1 is very basic and straightforward. They didn't prove the products liability case. With that they narrowed you down. We had a defective product. And under this particular fact pattern the issue is negligence.

They gave it to you. They really narrowed it down for you. So in regards to negligence under product for duty you need to show a manufacturer's duty to inspect and warn about any known defects. And that duty is owed to any foreseeable user. The fact that they purchases the swimming pool and broke her neck, they had a duty to warn her. And she purchased, she is a foreseeable user. They had a duty. Now you type the defect. The different defects are what? Design manufacturing or warning. In regards to design defect. The pool was manufactured and she dove in and broke her neck. You can argue that most people are going to dive into a swimming pool. By not labeling it to be used to dive in to. So you could argue a warning defect as well. I tell you in regards to product exams try to look for two or more defects if you can. The warning effect here is in regard to no diving, it wasn't posted or in the instructions that I should be potential harm if I dive into the actual pool.

(Reading) she wouldn't have broken her neck. It's foreseeable that you have to adequately warn about diving into the pool. And the general damages are her pain and suffering and the special damages are her medical expenses and or loss of income. Since we can show there is a viable products liability case against the pool manufacture car roll will be able to sue for malpractice. This is pretty stray forward. What hurt students is you weren't familiar with malpractice. You weren't sure what it is you might have shown negligence but you didn't have the underlying cause of action. It's a straightforward in regards to the elements.

And of course, when you said it might be a racehorse, if they asked you for all theories under the products, then 2 might have been more a racehorse to get through it. But you had the one theory.

Any questions on question Number 2?

As you can see that was Question Two was straight negligence. You had products negligence ask your general negligence. Pretty straightforward.

Question Number 3. This is a little odd. People had a hard time with it as well. I think it was hard because you didn't see a fully integrated contract. And people didn't know if they should talk about parol evidence. Go with your gut. Go with your instincts. This is a contract question, so as you can see on the last baby bar they had what? Two contract questions. So most likely on your exam you will have two torts. One contract and one crim law. That's not guaranteed.

Let's look at the call. (Reading) we one wants 10,000 damages and the other wants 7,500. (Continues reading) so we are trying to support his lawsuit and obviously, negate the counter claim. Call two what arguments can Alex reasonable support in his counter claim in response to the lawsuit. And Number, 3 what is the likely outcome of the of lawsuit and the counter claim? That to me is my damage call. They put it in for me. You have to look in this question to both sides. (Continues reading) couple facts they told you, it's old, wooden, and old, and needs painting every five years. (Continues reading) he has seen the house, he should have knowledge. It's although he had never painted it. (Continues reading of) that looks like the offer. (Continues reading) that's definitely my offer, isn't it.) Continues reading) now you see in regards to the offer on the table, he adds this statement. As to the reason, I only need one coat every five years. (Continues reading) there is your acceptance. (Reading) there is your written contract. So the issue is with that written contract is it fully integrated? Now in regards to the contract it says the contract did not specify how many coats of paint would be needed. That's a problem, if you actually asked someone to paint your home, do we negotiate to that we really want two counts. I will expect my home to be painted and it looks good. There may be some areas that need one coat and some that need two of them or whatever it might be. So this is, what does it mean when I contract to paint your home. That's a problem. That means we have to interpret. It says here, (reading).. as you can see the first paragraph goes to formation.

And you can see, you are stating in regards to the battle between the parties, you are really looking at what was really contemplated between the parties? So if you go contract let's say for an oil change in your car, all you say I'll do it for a certain price. What are you are contemplating. You are going to provide the oil and use a new filter. But this was specifying. I'm assuming that will look right. That's a problem and we can see that.

Paragraph two (reading) watched later that week. Why tell me he has watching? That's odd. What argument are they trying to get you to think of? Based on the conduct, there is a problem, which we will get to. (Continues reading) the cottage looked unpainted and terrible. The cottage would have looked fine. (Reading) in his mind he feels he contemplated for one coat. And I did my obligation and now you are not going to pay me.

Now it says here, (continues reading). Now obviously, how much would it have cost to actually put two coats of paint on the house that is going to damages. If I contracted with Brad for $10,000, and brad only paid $7,500 he is a benefit. But if the normal paint would be 1750. That's the problem. Let's look to the call the question. First call says, (reading) he wants to support his lawsuit. So when Alex called Brad and offered to pay him $10,000 to paint. He wants to be bound. And $10,000 is the price, and there is a 30 daytime period being the time. And the terms are definite is certain. And it was communicated. So we have a value offer. When Brad orally agreed that shows consent and the consideration is the $10,000 to have the house painted. Now what?

What was really contemplated before between the parties? We have an issue of parol evidence. Brad wants him to make that statement prior to accepting, that Brad said he had a painted every five years and it only takes one coat of paint. Brad told him that he had it painted every five years because it you say only needs one coat of paint. So he knew and we agreed to that. So the evidence of that statement, you would show that was contemplated between the parties. But Alex will argue, I offered you $10,000 to paint the cottage. I gave you reasons why I paint it but that's not part of the agreement. The issue is based on parol evidence when you see when they play with the parol evidence.

Now the issue becomes what? Was it fully integrated. So in essence, when there is writing that states the operator's prior oral agreement. Anything cannot come into the four corners of the document to containing it. So the whole argument here is it's not fully integrated. So it's not the full final completion of the agreement. Sorry, you can't bring in the statement. But I'm going to have to continue and see. Brad is going to argue, painting the cottage, that's ambiguous. How many coats would you need? I don't know if you have ever painted anything. The wood can keep absorbing the paint. Is it ambiguous? Argue either way.

One thing to bring up is what is standard in the trade? Break that apart and go through it. You could argue mistake. Brad told him heard this and is that was the only reason I agreed to paint it for $10,000. We are trying to find an expectation to the parol evidence to get around it. It's arguable. I don't care how you conclude, you can argue both sides.

And conditions, it's implied I would paint before being paid. So whatever you find that was contemplated for between the parties that's going to tell you who is in breach.

Now in this particular exam I have to ask why, do I always argue both sides? No, it depends on the actual facts. Based to this fact pattern, they asked you what arguments can Brad make in his lawsuit and against Alex's counter claim. So we have to look for a way around it, based on the call of the question. If the call is going to dictate for you. That's a good question. Look to that and break it apart from there and you will know.

You will see parol evidence sometimes. And I do any exceptions and I'm done. And a lot of times, so you know how it's tested, it comes up in preliminary stages. Be aware, it's a negotiation approximate we did I want form a contract yet and you brought up is a statement that it only need one coat of paint. You will know based on the fact how far to go and since the facts told me that he dropped off the contract and didn't sign it, why is that there, the examiners are telling me the full integration is at issue here. So you will see you have an argument there. Has do you know? The facts will dictate for you.

Does everybody understand in regards to the call, that you form the contract in parol evidence and exceptions to that.

In regards to Question Two, Brad refused to paint. So he is repudiated. Or contract was to paint. And that's the best argument as to why he has his could you repeat claim there; you didn't perform your services. And call Number 3, let's you what? Damages. So there are two issues I'd bring up here. General damages which flow from the breach. So the expectation of the terms of the contract. So Alex could received damages which is the difference between the contract price and the fair market value of the same service. He had to pay say the 17 fife would be he contracted for ten, so his damage would be the 7500 versus if he we find in regards to Brad, if Brad was not the breaching party what would he get? The expectations of the terms of the contract which is $10,000. I would do both.

And then also in regards to the discussion, two coats of paint, how much would that cost? To me I think I put $15,000; usually the second coat is easier. So I think it's half of ten. So that's the difference in damage. Also could you get restitution, yes, why not. In essence Alex is receiving the benefit because you paint the one coat. The person he hires doesn't have to do that first coat. So he is receiving or being conferred a benefit, so I want to take away that benefit he has received through restitution. So that would be another argument I would argue as well. So that's to prevent the unjust enrichment he is receiving from the benefit I was covered on the first coat of paint he received on his cottage. Any questions on question Number 3?

I think they are all pretty straightforward. Question Four, loaded. I think that was very hard for students. I want you to break things apart. This is a crim law question. If they give you two or more parties, there is a problem. Go look for the problem. In this exam, Call One, states what crimes, if any, can he be charging and what defenses can be raised. I want to be thinking of two or more.

Call Two, (reading) what defenses can he reasonably be raised. Two or more. And reasonably be charged. Remember I told you before, it means, you are going to bring it up if the element supported the fact doesn't mean you are going be convicted of it. And three, (reading) three parties, three are going together, you can see they conspired together. There has to be something different that you have to go look for. If there is a time problem, you have to go in and go for the jugular.

So what is at issue? So start off reading the facts (reading the question) now decide -- there is your agreement. At night, I'm thinking burglary, I'm thinking larceny. (Reading) so that goes to ability. So in regards to the Pinkerton's, what's reasonably foreseeable to breaking in? What could I foresee? Could I see in regards to what? A bomb? You want to think of that. Conspiracy, yes.

Two hours before they are to leave for GPCS headquarters. Al said he would not participate in the break in and they respond to they will go ahead without him. You can't withdraw from the conspiracy. Once you are conspire, you are guilty. What is the affect of the withdrawal? It cuts off responsibility.

(Continues reading) there is your larceny. (Continues reading) so your arson, attempted arson. (Continues reading) was that foreseeable? (Continues reading) kidnapping, false imprisonment. (Continues reading) there is your duress (continues reading) what is that issue? No one saw this issue. You had the police officer doing the killing. That's your red line view. I just tested and here it came back. That's your red line view. When you have an innocent party doing the killing that's your red line view. Can we impute that on to the felons. (Continues reading) call Number 1, what crimes can Al be reasonably be charged. If I want to do a good job "conspiracy, so they are members group that break in and there is an agreement between with two or more and it's an act of breaking in and is an unlawful act. We do have an conspiracy. Now the issue was Al's withdrawal effective. You are always going to be charged with the conspiracy once it's completed. But if you have withdrawal you have a cut off from the furtherance of the conspiracy. And in the Penal Code you have steps to work.

Based on the facts, they notified them that he was not going so under common law he is off the hook. But he didn't take steps to at that argument to thwart it. So under modern law, he is still responsible. So he is -- it's at natural probable result and foreseeable. This is where you can save time. Break it apart. Could I foresee we are going to break in? I can see the burglary and the larceny; could I foresee the kidnapping or the murder? I'm going to say pointing out here in regards to lumping those together, but the issue is whether I could see the kidnapping and false imprisonment and murder. They have in hot pursuit they took a hostage, and as a coconspirator am I going to libel for this? Well, you could foreseeably ably take steps to evade or capture. So you can argue it's foreseeable or not. You can't impute that. And you need to discuss infra and the red line view. So I believe guilty -- does everybody understand what we did for Al, we went there conspiracy and withdrawal and Pinkerton's. He didn't do any of the underlying crimes.

With Number 2. Bob did the crimes. So conspiracy define supra. Bob ask Karl broke in, and they removed the model. It's not a dwelling house of another. And go through your larceny. They broke into the headquarters and removed the middle, so it's taking. It belongs to the power plant they did leave. Carrying away. And since they want to remove it and hang it somewhere else. There is a larceny. And kidnapping and they grabbed a hostage: So his act were intentional. And he showed an unlawful movement so we have a kidnapping. We went through murder. And there was no malice aforethought. The police kill him. And I didn't have the elements. But how can you impute that on to me. How can you hold me accountable for that? That is your special felony rule or your red line view. Remember in regards to the special red line view, common law, you are guilty no matter what. Under the model Penal Code, kill anyone has to be done at the hand of the co-felon. Since the officer was trying to apprehend them, he shot the hostage, it's a mistake. Under common law, Bob will be guilty for the murder and there is liability. Under modern law, no, because the killing was done by another, not the actual felons. So Bob will not be guilty of the murder of the hostage. See that?

In regards to Call Number Three, what is different? We have the Pinkerton's you will argue again is that murder foreseeable. Is that kidnapping foreseeable, and what's the trick? What's different between call and one three? Is it in this case, Karl has a what? Defense, defense of duress. So he will argue, I wasn't aware he had the guns. And I asked him to let him go, he is shooting I'm not and when I wasn't participating he looked at me and yells at me says, get in or I'll shoot. So he coerces me to do the unlawful act. So duress would be a valid defense for kidnapping. What is the trick? In the common law jurisdiction for murder, duress is not a defense. So I would point that out to the reader. The fact that he was in a common law jurisdiction he was guilty for murder duress would not be a defense to murder so he would be charged with the murder based on the Pinkerton's rule.

You can see the difference between the three parties. You need to pull away and understand is, they are giving two or three defendants there has to be something different. I need to go in and look. Duress and Pinkerton's is always tested. So you need to get that down.

So what happened was people didn't finish. People had a hard to him to finish this question. It's a racehorse I agree. This one was the actual racehorse. The first three were doable. How do we save time? You need to learn shortcuts. Timing is an issue for a lot of people including myself. If you outline and get a good understanding you will know your point value. Say I get to Call Number three and I have two minutes, I'm in trouble so, is the issue here is whether or not it is reasonable or foreseeable, I'm going to bootstrap to my call Number 1 because I did a good job there and make sure I get to the issue of duress. If you find if you are running out of time, you need to go for the element, what I call the jugular. What is being tested and pull that out and let the reader know you understand that is what is being tested.

That why I feel the exams are fair. We all think differently, what makes the exam fair? If you can write twice as fast as I can, you will do better than me but I will go for the jugular, and let the reader know I know how to break it apart and analyze, then I let them know I know what is at issue and break at an apart.

With the issue of arson, it's not arson in the exam, it's attempt. Because they did disable the bomb. I feel there are too many crimes in this. You could also talk about fa;se imprisonment. But time I can't get it all in the exam. I take more than the hour. When I do any outline I indicate where would I be within the hour I don't think that's fair, model answer interest t are there to help you see what is being tested. We want everything in the kitchen sink for you and learn from it.

Those are models and they are different. You can look at the baby bar website, the you can take a look at the student answers to see how people actually wrote the exam under the heat of battle. The other thing that would help you, I feel we put ourself under a lot of pressure, you don't need to be perfect. Go read the exam answers and you will see I can do this, it's not perfect, that will help bill your self-esteem. They are doing it under time constraints. So it's not like they are sitting there in their home writing.

What did you think of this question Number 4. And the special felony murder rule in the eight exams I looked at, they didn't see it.

So it's something I would be prepared for. In regards to restroom breaks, you are on your own, you can take them but it goes against your time. That's the problem with that. You know what I will do, I will start taking a week or whatever and start practicing what you eat, how you sleep, all that stuff because you don't -- I don't drink coffee, well, after you drink coffee you have to go to the bathroom. Not good timing. But some people can't function without it. So I might start getting up earlier.

My law school, you can't get up. You will learn. The other thing I tell people to do, is study in blocks. Four hours for the essay, study in the four hour period. I have a hard time sitting still, but you will get used to you. That's mine, I'm a hyper person. Good. Well the technique with blue book that means your a hand writer. You have a disadvantage, and you don't write as fast, they have the presumption. Some when they got to law school, and they handwrite, they don't laptop. In regards to laptopping would be much better it's beneficial for you, obviously you have spell check and you can go back and cut and paste and that's an advantage versus blue books.

Any other questions, I hope you have issue spotted these questions. This issues come back, the special felony murder rule was tested in of course it's something that could come back, be prepared for it. Party beneficiary, it's basic and doesn't mean it can't come back. Prepare for it. It's something you should do relatively well. Make sure you do your issue spotting and work on the multistates, get your scores up. I know it's hard, but if you keep practicing and understanding the why, why pick the A when it should be B. If you keep chipping at it, the lightbulb will go on, and but it's a process. It doesn't happen overnight.

Where do we go from here? I believe the next lecture would be on multistates. And we will send those out and if you have any questions on these while you prepare, if you have any questions, shoot me an email, and I will be more than happy to help in any way I can.

Before I say good night do anybody have any other questions?

How the baby bar works is you are given your four essays, you can take them in any order you want. The one thing you want to be aware of, if you have on blue back, you want one, two, three or four. And on your laptop, make sure you have you know where they are. There have been incident reports and I don't trust the readers to understand that that's Question Two. If you take them out of order, you want to make sure then. So your time a pretty much allocated. You want to get a time piece they will accept. Start put it in front you. It's guaranteed there is a clock. But I don't want to turn my head looking. So get a time piece, and go to the website, and one with an alarm is what they are looking for. Can't use your phone. And get used to the timing because they didn't have a time piece to watch. That's important. Some of your computers have a time piece, make sure you are looking at that. That's important. If I did have a time piece, what I do, because you don't want to count, say the exam start at 8:05, I'll set it at 8 knowing I'll be done at 12. So I don't want to count. I don't care what time it is, I want to know my-four hour period.

All right. If anything comes up let me know -- you don't have to write strictly an hour. The time is up to you. They tell you to allocate an hour per essay. If he we look at the ones we just did, I could spent less time on one question, you want to stick to one hour, if you get through, go through your checklist and then move on to the next question. You allocate your time. They will not say, one hour, move on to test to two.

You will know your result in August. They will tell you that when you go to the exam as well. Look forward to seeing you guys next week.

(End 7:01:00 p.m.)