Baby Bar.

Taft law school.

June 2nd, 2020,

PROFESSOR: I want to point out that these sessions are recorded so for your convenience, you can go back and listen to the lecture. Everything is there for you.

So if there's any questions, I will post them for your convenience as well.

Let's go to the essay questions. As I pointed out previously, the first thing is to read the call of the question. For those preparing for the June 23rd, 2020, exam, we are doing it online. We are going to attack things a little bit differently to help you in regards to how to setup the exam. The one thing that's going to be consistent is how you read the examination. That is not going to change. So the first thing you are going to do is always read the call of the question.

Two reasons. When you are on the Baby Bar, they are not going to tell you the subject matter. They are going to do one question at a time. You want to understand what the subject matter is and get in your middle mindset, tort, contract, or criminal law. When you read the call, it's going to help you two things. Narrow down the subject matter being tested. So if I can get my mind there before reading the exam, that's going to help me.

Number two, the call might narrow you down to the specific. Was it enforceable contract formed, Seller to sell the doll collection to the money discussed. It does absolutely tell me the subject matter. Contracts. Enforceable contract.

They are asking for the enforceable contract being formed. Where does that narrow me down to my checklist? That call tell us you formation problems. So your offer, counter offer acceptance in regards to rejection revocation? All that you have in your checklist for formation of a contract.

The other thing that has told me, binding Seller. How do you bind a person. You are forcing them to do something. So that raises the issue of specific performance.

And that is an issue you are going to need to know the Baby Bar have started testing this issue for students. It is highly testable. So be aware of it. The call did tell me something. In regards to formation being an issue and force somebody I know I need to address the issue of specific performance.

All right. Now you are going to always, no matter what, read the fact pattern one time through to break that apart. The facts are new. You are not familiar with them versus the Black Letter Law, you are familiar but not familiar with the facts and what's transpired. Read it one time through to at least get the facts going in your mindset and start thinking of the actual issues.

It states here Seller inherited antique doll from her aunt. Read one sentence at a time. They tell me inheritance. And antique doll collection. We are probably dealing with goods. U.C.C. She inherited this. That's going to do with the issue of whether or not she is a merchant or not. In her answer states the collection valued at $15,000. On September 1st, Seller wrote, signed and sent the following letter to doll collectors in her area. She is sending the letter. What should that make me think of right there? Separate document. If she is sending the letter and I find it to be an offer, we have incomplete writing. The Statute of Frauds does apply to oral contracts or incomplete writing. With goods, this might be incomplete writing. Last week in the lecture, what is the favorite that they like to test? Incomplete writings. They like to test incomplete writings because students forget. We always look for oral. I'm thinking of that mindset wise.

Dear doll collector, I now own a collection of antique dolls that I'm willing to sell $15,000 to the first person who let me know who wants the collection. Period. Stop.

Based on the offer she is willing to sell, that shows intent that she wants to bound by contract. The offer is good for 30 days. What does that make you think about? The issue of whether or not we have an option contract.

If you want to inspect the dolls, I'll be happy to make an appointment, call me at 555‑1765, Seller.

We know at this point, the letter, the issue is whether or not that created a valid offer. In that letter too, we have a sub issue, whether or not that letter also created an option contract?

And since we are dealing with the U.C.C., if the option contract fails, now you might have a question or ask yourself, could we argue firm offer?

U.C.C. is what? U.C.C. deals with transaction of goods which this is. But with the firm offer, we need to do what? It has to be writing by the seller between one of the parties being a merchant and can exceeds the 90 days. The merchant has to be Seller or Buyer. The firm offer has to be the Seller, which we are using in this letter, did you find Seller to be a merchant? Which I don't see at this point the Seller being a merchant in my mind.

Can you hear me loud and clear and is everybody with me?

Third paragraph. On September 3rd, the buyer is familiar with the collection received the letter and immediately called Seller to arrange to inspect the dolls on the same day. Buyer is probably what? A collector. Even though I don't sell things, if I'm a collector and deal goods of a kind, you can show that I have special knowledge and skills so that can make me a merchant. So that's something that I'm anything about ‑‑ thinking about in regards with these facts.

And the Buyer inspected and photographed the dolls. The Buyer is interested ‑‑ the case is you put this offer on the table and I'm interested, did I revoke and is that a form of revocation ‑‑ did I reject? Since I'm interested but I want to do some research, there's no rejection there. She wants to still figure this out. I'll get back to you. So is that equivalent to rejection? Rejection is what? Words which shows you that I do not want the offer, you are basically terminating the offer. With rejection, you are showing that you do not have intent to accept. But the fact that I'm interested and will get back to you shows she has interest.

Seller says okay but my letter went out to a number of other people. And that did. You can have multiple offers. So whoever the letter Seller sent that to, that's an offer to each one of the parties.

It says here, I'm selling to the first one I actually hear from who wants to buy the entire collection. What did I just do? The offerer dictates how they want to accept it. And the first person I hear from, that's a form of method of acceptance. One can accept but how do you need to accept? I need to hear from you. So that is an issue of method of acceptance.

The first paragraph says on September 4th, Buyer took the photograph pay the appraiser $1,000 to authenticate the dolls. So appraiser told the Buyer that the dolls were authentic. And Buyer phoned Seller who is not at home and left on the telephone answering machine. This is the Buyer, I like the dolls, please call me when you get home. Period.

Is that an acceptance? So remember, she said the first person I hear from, I called you but left the message. But is that an unequivocal sense in terms of the offer? The person paying attention to the fact and using the facts. The fact that she said, I like the dolls, that doesn't tell me that you are going to buy me. So there's nothing there to support, yes, I have an issue here of an acceptance meaning it's support ‑‑ it supports mere image and unequivocal sense.

On September 4th, by a wrote and signed letter I accept your offer to sell your dolls for $15,000. That looks equivalent to acceptance. $15,000 and it says the language I accept shows consent. Mailbox Rule.

Next paragraph. (*Reading*) ‑‑ Seller received a phone call from Seller. Seller said I got your voicemail message. However I had an appraisal made of the collection and I'm not willing to let it go for less than $35,000. Is that a revocation of the offer? Revocation is issue to time acceptance. Buyer said, you can't do that. You have to sell it for $15,000.

Again, the call of the question is what? Was it enforceable contract formed? You are going to start ‑‑ and this is very important with contracts. And this will help you. You will be doing this online, you can't write down your checklist. So you have to have it embedded in your memory.

First thing to ask, does U.C.C. apply? U.C.C. apply to transaction and goods. Here we are dealing with doll collection and that would be transaction of goods. So U.C.C. does apply here based on the facts.

Next checklist, in regards to merchants. Deal of goods of kind or hold out with special knowledge and skill. So chronological order. Seller inherited first and dealing with valuable collection. She didn't know the true value that tell us me that she didn't deal of kind, goods of kind or have special knowledge or skill. So I'm going to conclude that she is not a merchant versus Buyer. You knew the collection. You have an idea. So most likely they will treat you as a collector with particular prudence or skill. I did see one student found that the Seller was a merchant as long as you support it with the facts.

Next on checklist, negotiation. I don't see that here. I will go to the issue of offer. Is offer a big issue here? The answer is no. They gave it to you. So you need to show manifestation of intent. I'm willing to sell. That supports of manifestation of intent to sell if she wants to be bound by contract. Do we have deft of certain ‑‑ definite certain terms. Q tip. Quantity is one collection. Time period, we can argue the first one who notifies me. Price is $15,000. Subject is doll collection. There are definite certain. And sent by letter. And Buyer responded by the letter so it was communicated. So we do have a valid offer here.

What happened? In that letter, it stated that keep it open for 30 days. In fact finder, I called and you rejected. That issue raises an option. What is an option? An option is an offer ‑‑ so you are promising to keep the offer open for a stated period of time but it needs consideration. And two things you can argue in this exam. First of all, Seller did state this offer will be good for 30 days. So the offerer did promise to keep the offer for 30 days. And evidence by the letter she sent out September, we know on the third Buyer notified her. And by the fourth that you are revoking. So I know at this point, it has not been 30 days.

Is there consideration? A lot of us went there's no consideration to support this. One answer they did take is you could have argued when Buyer contacted and took the photos and paid the appraiser the $1,000 to evaluate an authenticate the collection. You could argue that that would be used for consideration. So that is one answer Baby Bar examiners did take. In this case it that way because ‑‑ I didn't see it that way because the offer in it and didn't pay at that point. They took either answer. Either way, the next issue would be what? Since it's U.C.C. Firm Offer Rule. The offer is irrevocable if it's made by a merchant, it has to be in writing, and it can't exceed 90 days.

So at this point, was it in writing? Yes. Does it exceed 90 days, no. I didn't find the Seller a merchant. So I found the Firm Offer Rule did not apply. The Seller is not a merchant. That's another issue you would bring that here. You see that based on the facts. The facts dictates.

With contracts, generally what do I do? Take it down in chronological order what occurred unless the call tell us me otherwise.

Next, the Buyer is interested and I will get back to you. That issue is is there a rejection?

The argument here you said I'm interested but I want to do research. It's more of a query. It does not show that I'm telling you I'm not buying it. So there's no valid rejection.

What happened next was the acceptance. On this, I did see on student answer. You want to break things apart for the examiner. The first thing I will separate out is the telephone call. That raise the issue of acceptance with telephone call. Two separate issues of acceptance there. You want to make sure you break it apart. Acceptance is an unequivocal sent. Based on the facts that she made the phone call, she says, this is Buyer, I like the dolls. Does that support unequivocal sent to the offer? It's not clear. It's not clear that you are going to buy the dolls. So it's not a sent. You like the dolls so let's talk about it. So it's not going to support the mere image rule. So I'm going to find that the attempted acceptance based on the telephone call is invalid.

Then I will separate out acceptance based on the letter. Now there are several issues. First of all, talk about your acceptance. Was there an unequivocal sent to the terms of the offer? I accept your offer to sell your doll collection for $15,000 Buyer. That is clear that is an unequivocal sent to the offer. That is an acceptance and she went and mail the deposit to the post office.

That brings up Mailbox Rule. Two things. Always prove up acceptance and then sub issue of Mailbox Rule. Don't bring them together. It does not come across correctly to the examiner. Mailbox Rule. We have a valid acceptance, what is it ‑‑ when is it effective?

When she deposited on the 4th, do we have a valid contract formed at that point? Buyer said, yes, she mailed it. So we do have a valid contract. Two arguments here. First of all, if you argued that this was a valid option or firm offer, Mailbox Rule doesn't apply. Mailbox Rule doesn't apply to option contract or firm offer.

The other way, which is based on the facts is what did the seller state? If you go back and look, she made it clear, I sell it to the first one I hear from who wants to buy the entire collection. She dictated the method of acceptance.

And I just put it in the mail and haven't heard from you. So at this point, you have not communicated to Seller. So there's an argument based on the method of acceptance that this is not a valid acceptance. Because the offerer dictated how she wants her offer accepted.

When you made the telephone call, that raised the issue of what? Revocation. Because Seller said I got your message, however I want to let you know the appraise sal said ‑‑ appraisal said I can sell it more than 35.

So revocation is effective upon receipt. But revocation is effective, it has to be expressed prior to timely acceptance. The issue is was there timely acceptance. And Seller is going to argue that there wasn't or Buyer will argue, yes, I did accept. You argue both in this case. The issue is was it timely. If you found that there was no option, no firm offer and Mailbox Rule did apply and you got around the method of acceptance, then you might come up with a different conclusion as long as you support it with the facts.

The key thing to remember is what? Be consistent with how you argue the fact. I will continue and go through consideration. It's straightforward. You need bargain for exchange. $15,000 in exchange for the doll collection. So there is a burden on both sides. So I will find there is valid consideration.

Next issue? You formed the contract. Remember, don't forget defenses to formation. We have a tendency to overlook those. Highly testable. Statute of Frauds and evidence.

With the Statute of Frauds, this is a contract that sell of goods of $500 or more. And pursuant to statute, it cannot be oral. It must be in complete writing. The doll collection is what? Not incomplete writing. I have that letter which is the offer. I don't have incomplete writing. If I try to argue the Seller is sufficient memo. I can't take your offer and use that, this will work for sufficient memo and take it outside the statute. It does not work. On the Multistate you pay attention to that. Whatever the orientation of the offer, you can't use that for the sufficient memo to take it outside to per view to Statute of Frauds.

What's the next step? You want to see if you can take it outside to another acceptance. We got into Statute of Frauds and argue whether there's sufficient memo which you showed failed. What's another way to take the contract of sell of goods of $500 or more outside the purview of statute? Sufficient of memo. And written contract of merchant. Not merchant. And no confirmation.

Full or part delivery, payment, or estoppel, this is the one Baby Bar likes. Estoppel is an exception for all of those, marriage, realty, contract perform within one year. Estoppel is based on reliance by your conduct. And the argument here is you went and hire appraiser and paid $1,000 to have the doll collection evaluated and authenticated. That shows reliance. That could take it outside the purview of Statute of Frauds.

Someone did bring up, you could argue mistake. But what kind of mistake? It's unilateral mistake on the Seller's part. In regards to if you've proven that Buyer knew that you made a mistake, then you can make the contract avoidable. But there's no fact so that won't work. And breach, underlying damages, I can go to performances.

There are a lot of good issues here in regards to exam and break it apart.

Before we go through the answers, I want to tell you a couple of things. When you take this exam and online, you will have virtual scratch paper. I will see the questions like you are now on your screen and I scroll and I will have blank piece of paper behind it. And if you can cut‑and‑paste, that will be great. I'm hoping that will be the case. After you read it one time, I want you to go by paragraph and dissect the issues and write on that piece of paper. Seller inherited a collection of antique dolls, U.C.C. Value at $15,000. Statute of Frauds.

And she wrote, signed and sent the following letter. So I will put U.C.C. and put the term merchant and offer. I got to mark out my issue somehow. To do all my mindset, I might leave something out.

If you scroll down and do that that we actually can make our outline into our exam answer. Now at this point, I do see the first paragraph, I'm confident that I did pull out the issue. And then I will go to second paragraph and read it. And I see the second paragraph and scroll down. I said the offer but now I see option.

Now, there are two ways to do this. You see how I'm making you paragraph by paragraph and pulling out your issues. At this point, if you want, you can pull out ‑‑ do it in shorthand, and pull out the facts that show that. I'm willing to sell. Okay. Then what's the definite certain term. What's your Q tips. Spell out quantity, tip, identity ‑‑ but write in cryptic shorthand. So pull out the facts to support my elements. I'm going to use the outline that I'm creating on the computer has my exam answer. That's going to save me some time. Now this is something you can use. There's no excuse now for not outlining. If you don't, you will miss issues.

Example, a lot of you probably saw the offer for good for 30 days. And that raise the issue of option. But if you go through your mental health you your ‑‑ mentally your checklist, firm offer. By forcing you to write that down, you will be thinking about the extra issues and not miss them. So you have a good understanding of I'm trying to get you to break this apart in the outline on the computer. If you can cut‑and‑paste, yes. That would be the best. That will save you a lot of times. And I should see perfect exam. You can cut‑and‑paste and drop them in there and make complete sentences. But we don't know at this point.

So we see again, the second paragraph, we raise the issue through the offer. We put down option. And then we are thinking, can I argue firm offer. And go on September 3rd, Buyer familiar and calls to arrange to meet. And want to do research. Write down revocation. And pull out the facts on rescues. I'm interested but I'll get back to you.

And then, of course, what happened next? I'm selling to the first one I hear from. Method of acceptance is out of order. That's a sub issue, though. So you can type acceptance and print method of. The first person I'm hearing from. And the next paragraph and see how it all incorporates, put it back into your outline.

So what's important here and I want you to understand is you got to have your outline. And this is the best way to do it because you are doing it on the computer. They are giving you virtual paper. I'm assuming it's right blow the essay ‑‑ below the essay. At this point, you will just read it, pull it down there, and go from there. Make sense? So that's important.

And this again will force you to see more issues because you are thinking about it. Putting it down on that piece of paper. And between this issue, let's say, acceptance, what is in there? Well, I have acceptance, method of acceptance, I have your revocation. Now consideration. That's going to make you think of other issue to see if they are there based on facts.

Everyone understand that? That's important. That's why too that I'm pinpointing what? How you set it up like your Statute of Frauds. You get in Statute of Frauds and hand out acceptance and you get out. Break the issues apart and it will help you.

If you have questions on outlining your exam, let me know. Paragraph by paragraph and break apart the elements and pull out the facts to trigger your memory. I'm going to try not to scroll a lot. But if I have a lot of facts, I will do that. I will scroll up if I have to because that will eat your time.

Essay question, leave it on your computer. Open up the document and start implementing what we are talking about now and get familiar and used to it.

Another way, shortcut. If I see two or three sentences of facts that support an argument for me, I might go put on my scratch paper, see paragraph number 3 and put the first word I should start at. So if I want to basically, paragraph number 4, on September 4th, Buyer took the photographs to appraiser and evaluate and authenticate the collection and it's $30,000. If you use your scratch paper to do complete answers, that's not a waste of time.

But if I put in key words, I tell us me to go back.

So think about that, make sure you understand how I'm trying to communicate for you to outline this exam. This is a way that people with disabilities that can't write, this is how I have them do it and this is how they have been successful.

Model answer. You are going to set this up. Presentation is everything. And people have been e‑mailing me and Flemmings course and some of things he said is getting old. They spend 3 minutes to read the exam. Presentation is important. Let's say you start with Statute of Frauds, what I'm thinking? Who starts with Statute of Frauds when you are forming the contract. You got to show me that there's a contract formed before you show me that it was in writing. So breaking it apart is very important.

So you will have it mentally in mindset U.C.C. In this case, U.C.C. applies. If this is the exam that U.C.C. did not apply, I will not bring it up. I'm into points.

In this case, we are dealing with transaction of goods since we are dealing with doll collection. Get in and get out. You will know based on the facts how much time you will need to allocate to an issue. Merchant, Seller, inherited. So she is not a merchant. Buyer, she is a well known doll collection. So she does deal with good of kind and merchant. What is the big issue here? No. They gave it to me in the facts.

I go to my offer. Looking at the facts, are all the elements offer laid out for me? Absolutely. There's no facilitating between arguments.

It shows intent. And doll shows quantity. Time. And identity, and $15,000 the price. Subject matter. So I have a valid offer. I still have to address that issue. But they gave it to me. So I don't do a counter argument. If they gave me the facts, shows how it applies and get out. The facts will dictate where your point value is. In that letter, it stated that it will keep it open for 30 days. So address options.

Two ways. It did state 30 days but no valid consideration. Buyer sent $1,000 based on the letter representing open for 30 days, you could bring up reliance issue that's valid.

I found it fail, I went to Firm Offer Rule. You don't need consideration but you need offerer must be a merchant, place it in assigned writing that the offer will be open for stated period of time not exceed 3 months, which is 90 days. We have the 30 days. That she gave assurance. But the problem is Seller is not a merchant. So there is no firm offer.

I go to the next issue, rejection. This is the argument Seller will argue. Is this statement that you are not going to accept? Language is important. You and I will understand she will not accept. Is that making it clear that you are not taking my offer? No. You want to do more research. It's open‑ended. So there's no rejection.

Telephone calls. First one in regards to the issue of acceptance. In regards to acceptance, the Buyer's telephone call. The language. What facts can you pull out to show the unequivocal sense? Is this Buyer. I like ‑‑ this is Buyer. I like the dolls. So then the conclusion is there's no valid acceptance for the telephone call.

Second issue that occurred based upon the letter is is there unequivocal sense. That acceptance is straightforward. I accept your offer to sell the doll collection for $15,000. So I will get in and I will get out. What's the point value? Two areas. Mailbox Rule. So I deposited and the date was September 4th. At that point, the Mailbox Rule, the acceptance is basing on dispatch. If you find option or firm offer, it does not apply to option contract or firm offers.

Let's say you found no option and no firm offer rule, next is method of acceptance. Seller dictated the first one I actually hear from that wants to buy the entire collection. She hasn't heard from you based upon the letter. That's a good argument in regards to the method of acceptance. Dictated how I want the offer accepted.

Revocation. Her words were expressed. And basically telling you that I did an appraise sal and not selling for less than $30,000. The issue is you need to let the reader know is was it timely acceptance. Based on the letter being posted is going to tell you how you will argue here. If Mailbox Rule did apply, the revocation was not prior to the time of acceptance. If you found that Mailbox Rule failed, then you go the other way.

But we still need to continue the exam because it's gray. And students been asking that and not clear, how do I know I need to continue? The facts will tell me. Also if it's gray area, do you see both sides here. I can go and find there is a valid contract but I can show that there wasn't a valid contract. That means I need to continue. Because we are lawyers and we will argue things differently. So I will continue on and get to the consideration.

Consideration is not a big issue. Bargain for exchange, get in and get out. Spend more time on Statute of Frauds. With that, it's contract, sell of goods over $500. Doll collection is $15,000. So it's a contract for the sell of goods over $500 and it must be in writing. All I have is a letter. It's an incomplete writing. Then I would hit no. Sufficient memo. That letter, but it does have the essential terms. But it's an offer. I can't use that as sufficient memo. Another exception. The other one is estoppel based on reliance. Based on how this work. Contract in writing and Statute of Frauds show reliance based on your conduct. Based on her conduct, she thought they had a contract because why would she have done this.

Breach. You could go through damages. The big ticket is specific performance. And specific performance is at issue here because we are dealing with a contract that they want to bind Seller. So how do you bind? With specific performance.

With specific performance, it's an issue that you basically haven't really touched on. We get that more in remedy. It's an equitable remedy. And you need to show that somehow damages aren't going to make you whole. Money is not going to satisfy. Lands unique. Chattel of goods are unique. Multiplicity each time, each time you breach my contract, over and over. Those are the three primely ones that gets us into equity. And this one is doll collection. Money will not make me happy. Let's say you give me $20,000. I can't get the doll collection anywhere. So you argue chattel. So get the court to enforce. Because of the uniqueness and characteristics of the doll collection. And enforce the Seller to adhere to the contract and sell me the doll collection. The specific performance based on the call was at issue here something you need to address?

Any questions on what we just went through?

I am proud to say that this is the first time that I got quite a few exams. You guys did well. I received 12 exams for this one and a couple from previous. I'm pleased to see that because that shows you are writing. On that exams I did see, a couple of comments.

Most of you are seeing ‑‑ seem issues that are good. Make sure you walk through your checklist. Your Statute of Frauds, you are snowballing. Separate it out. That's important. You want to break it apart. Follow that checklist and follow the inner checklist that will help you.

A lot did not talk about the firm offer, but you see how that come up based on the facts.

Acceptance, two different transactions. You want to separate it out and let the reader know that you did see that. Overall I'm pleased. Because you are writing and that's going to help you.

Jump into the Multistate? Any questions on the essay and what we went through? I'm hoping you are thinking about how it's different and outline this examination. It's new different. And the form I just told you to. Think about them and see if you have questions and how to tighten it up for you.

So that's the essay question.

Multistate, I don't have to put on the screen, I'm sorry.

Not too many. I want to make sure that you are doing on the Multistate ‑‑ multiple choice questions is understanding what they are testing. You are doing them on the computer. Do them online right on your screen and see if you are breaking them apart. It's mental math, mental law. I got to make sure that I train my mind to do it.

So let's look question number 1. Again, the first thing you are going to do is read the call. This might narrow you down to the specific issue that will help you.

Adam brought the issue for the state for $1,000, Adam will probably be? Focus on Adam will be what? You can quickly see, successful ‑‑ let's go through it.

Immediately after his graduation from June, he wants to begin law school and marry in December. Adam's father is afraid that might cause him dropout of school. He wants Adam to postpone the marriage and pay for his tuition. Adam told his fiancée and she broke off the engagement and married someone else. Adam completed his first year. Adam earned excellent grade but decided not interested in law but want to continue legal education. Adam said that although there were no tuition expenses he's expected to pay $1,000 bonus which the father promised him. The administrator refused to pay him anything. What's the issue? It's consideration. Did we have a bargain for exchange for legal detriment?

You will see this type of question does come up, it's very testable.

Consideration issue, did both parties give something up? Father gave up $1,000. Did Adam give anything up? We had the right to marry. Not getting married, I did give something up. So the agreement between the parties was supported with consideration. So will he be successful or not. A, B, C says unsuccessful. I'm going to go to D, successful. The reason is because we do have valid consideration. So whenever you promise to give up something, that's valid consideration. I won't smoke in law school, you are giving something up. But if it's something illegal, no. But if it's legal right you can do, then you are giving something up.

1D. You see, breaking it apart. What's the issue and within itself so you get the best answer.

This one obviously is U.C.C. And people, remember, Baby Bar, you are responsible. The one thing I like about the U.C.C., it's rule oriented. If you know your rules, you will get them correct but you need to know them.

Here, Jason breach of contract, the court should award Faith ‑‑ award damages. Breach of contract. As I stated to you on the Baby Bar, the questions will be mixed. You will see tort, contract, criminal, contract ‑‑ so the call is important to get your mindset there.

Faith is a furniture dealer and chairs for sale at $100 each. The manufacture had discontinued the chairs and they were the last ones Faith had. What's coming down the pike? We will come back to that. Faith advertised them at $75 each. Her profit will be $10 per chair. Jason, the interior decorator, contract furniture for new hotel. After seeing the chair advertised, please ship me 500 chairs at $75. Immediately receipt of the telegram she accepted the offer. It looks like we have a contract. We will ship 500 chairs tomorrow. On May 6, after discussing the chairs with his client, he decided to cancel the order. So the issue is is he in breach?

If Faith sues Jason for breach of contract? So it should say Faith sold Allen for $75 each. So what's the issue here? The issue is, is Jason breach of contract? What they are dealing with, is like the last volume seller. If you have more inventory, same goods, you can recover from the party that breached your profits. In this case, this is the only 500‑barrel chairs I have, since I sold them to another apart, you have no damage. You sold all you have and you can't get any more. So you have no loss. So A, the profit, B, 75. C, fair market value, and nothing, since she sustained no damage. She sustained no damage. Because again, that's all she had and she had to get rid of them.

Let's say I changed the facts on you. She can get 500 more from the manufacturer. That will change the answer. But what is she able to get? A lot of people will pick 500 chairs at $75 per chair. But that's not the case. They told you in fact pattern that she will get $10 per chair as profit.

So if you actually have loss Buyer Seller, you are getting the profit. Because you don't have to go acquire those goods. You can sue the party for that lost profit. That's a specific U.C.C.

The next question is a good question. You will see on the Multistate and they will trick you and I will point out the differences.

For the purpose of this question only, breach of contract. John asserted impossibility performance. With impossibility it must be objectively impossible to perform. California, stay at home order. It's impossible to do certain things because I am ordered to stay home. That might be used as a defense now. Objectively impossible that no one can perform, it will work.

After negotiation they entered into a valid written contract fix the price of $8,000. According to the terms of the contract, Alex was to pay $4,000 when the work was half completed on April 25th and pay the balance upon completion. The work was to be completed on June 1st. When the work was a quarter complete, the work was destroyed in a fire. Who cause the fire? Started without fault by either party.

The damage done by the fire made it impossible to complete the construction on time because he had begun on another construction. He had to pay $1,000 more to complete the project. So the impossibility, is that going to work?

Burned down structure. Is it objectively impossible to perform? He has another commitment. So it is objectively impossible to perform. So impossibility is going to get him off the hook. Answer A, the fire was not his fault. If it was his fault, that's a different story.

B, John has not received conversation malice.

C, Alex was only 1 quarter complete, that's nothing to do with impossibility.

And D, June 1st. He needed to complete project but now he can't because it got burned prior to.

This is the area of law they like to test. Make sure it's the fault by either party claiming impossibility. The other thing too, they test this area that a fire comes and destroy a structure and where they test you in this case, I changed on you ‑‑ can Alex paid for the work ‑‑ the John get paid for the work? No. It defaulted. Neither party. The owner has not been unjustly rich.

Does that make sense? That's the stuff I want you to go through. So when you go through these, you got to go through your mindset and break it apart and look at what's the underlying issue. It's objectively impossible. No one can perform of the facts. It has to be unforeseeable which the fire was. You got to keep breaking it apart.

Any questions there?

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We got the hardest part out of the way. Contracts. The next subject matter is criminal law. At this point, you still need to be reviewing your torts and now contracts. And now you will up end your studying criminal law. I want you to up the Annie. We are in June 2nd. You need to be doing Multistate. 10 a day, I will take it. And work on your timing. And I know it's hard because I don't know all the rules. But try to emulate what your exam is going to be. Meaning it's on the computer. Put the essay on the computer. Do the outline and go back and forth to the paragraph to get your issues written out and make that your answer in and of itself. That's important. So we need to start implementing the tools that we have been taught so we do well and succeed. We don't want to try that on the Baby Bar test day.

If you can cut‑and‑paste, great. So that will be important. So those are all things that we will be learning together. You got to start implementing some of the tools now and get there on exam day and use them.

You will be sent out criminal law checklist and start focusing on that. And break apart the checklist and do a building block. You can do that ‑‑ let's say you study crimes. So if you want to do some multiple choice questions in that area, go for it. The best way is pinpoint my weakness. And I feel pretty good about the subject, then I do everything. Simulate them. And don't forget, you've had the other two subjects. So you can't just focus on criminal law. Because you will start forgetting what you have done.

So continue to work on that.

Any questions?

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You guys are quiet tonight. If anything does come up, shoot me an e‑mail. I will be happy to help you. Please keep doing the work. I think you are the biggest group that have written for me. That's 12. That tell us me that you are taking this seriously. And this exam is tough. And the work you put in and understanding how the issue come up and lay it out, and easy for the examiner to read. Those are important. Do you understand the applications of the rules and how they come up with the fact pattern. That's what they will test and you need to work on.

Shoot me an e‑mail if you have any questions and I will be happy to help you. Wish you all a good night.

(Event adjourned at 7:00 p.m.)