Baby Bar mini series.

Taft.

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PROFESSOR: Good evening, everybody. Welcome to tonight's Baby Bar mini series. Our focus is on the tort questions that was sent out to you and we will review multiple choice questions. Before that, I want to point out that these sessions are recorded for your convenience. You can go to Taft website. Sign in and go to Baby Bar mini series and everything is listed to you based on the date and subject matter. The other thing that I want to go over is you should have received, up coming Baby Bar examination, e‑mail from Taft as well as from bar examiners about the exam acknowledge and acceptance of the testing conditions. And those who will take it online, you need to have a computer and parameters of what you need. Get hold of that document and be prepared.

I want to give you an idea of how I interpret how they will administer the examine. Go for the essay questions, four of them. They are going to do by four sessions. Session one will be question 1. And 1 hour to do it. And upload your answer. And then you get 15‑minute break and log back in for session two, an hour. And log off, 15‑minute break. And then session 3 which will be question 3, et cetera. So based on my reading, that's how they will lay it out. Each question is independent session itself. If you read in regards to the paper that they did sent out to you in regards to the testing condition, you will upload after every session. So based on my reading, you will upload. Question is can I edit it later, no. Once it's uploaded, it's done. If you have ‑‑ if you finish early, go back to your question before you upload it.

Knowing that the examination is going to be administered that way and they give you restrictions electronic scratch paper, no essay question to write on or physical draft paper to draft out. So you have to modify our technique to attack these methods. A couple of things to understand in regards to this type of learning. One, your checklist is very important. You are going to use those as tools to break things apart and understand in issues and how things come up and lay out and sub issues.

Primary example in this question, if I tell you that you are being tested on products, you should be able to tell me, three issues that you must address without reading the call of the question knowing it's products. So keep things like this we have to pick up on so apply it so we don't miss issues in examination. So it's important. Another student asked, if they are going to grade easier. I doubt it. They will administer this more cost effective for the bar examiners, running facilities can get expensive.

For those of you who did this question, at this point, this is a tough question, meaning, to get through it in an hour, there's a lot of here. A lot of issues and things to talk about. So you have to learn where I can shortcut and I will point that out in this exam when we go through the answers. As always, when the examiners tell you, you may start your examine exam read the call of the question. You will not know what, as I indicated to you? You will not know in regards to what the subject matter is. Now in regards what is the digital scratch paper. Start an image on your screen. The question is, will I see it parallel with the question or below the question scroll back and forth? That's something we have to be familiar with. We did give you an e‑mail so you can ask a question.

This is all new to all of us. The more prepared you are the better off you are going to be. So be prepared. The question you ask about the digital scratch paper. Can you cut‑and‑paste from the actual essay question? If I create my digital scratch paper, can I cut‑and‑paste from that? These are all questions I would like to know before. Can I edit before I upload. I would assume you can as long as prior to them calling time on the essay question. So anything you can think of, we should come together and brainstorm the question and see the answers we get. Because you want to be prepared going in. The more information, the better off you are.

Okay. So in regards to the session we have started, as I pointed out to you earlier, how are they going to do the exam is based on your question 1, session 1, question 2 will be session 2. So you will be going on and off in regards to signing in and giving you I.D. and stuff like that. I think that's why they are giving you the 15‑minute break. Sign back on and this is you again in regards to your identification. Once you do the first time, questions 2 and 3 will be more simplistic. This is new to all of us. So we are all curious and worried. And we want to know what's going to happen. We are all on the same bode. So all those factors too will be taken into consideration. I don't want you to get anxiety over this. We are all on the same boat together. This is happening to everybody and not just you. So don't let the pressure take over. Focus on your study and do well.

Tort essay question. You are going to read the call of the question. The call is what theory or theories might the injured milk consumers recover damages from and what defenses should they anticipate in actions against 1, grain co, 2, Farmer Jones, 3, Big Food.

Reading that call, do you have an idea of what the subject matter is? It's milk consumers versus grain co, Farmer Jones, Big Food. So I know it's civil action. This is torts. So on mindset goes to torts. Jot down your checklist. You will mentally think about your checklist. Grain co, Big Food, this is products. So the more exposure by taking exams, you know when it's products based on the parties. So I'm thinking products liability.

Before I read the fact pattern, if I know this is products, what theories do I know must be at issue. The call did say theory or theories. So you know there's two or more. This is where you are going to think of your inner checklist under torts and product. Battery, negligence, implied warranty of merchantability, strict liability and tort. Three issues. You always have to address negligence. You will always address implied warranty of merchantability and strict liability in torts. I know the three before I start reading the fact pattern. That's three issues you already know without looking at the facts. And this by knowing this and training yourself this way, we are not going to forget. It's so embedded in us, we will not forget that we have to talk about those three issues.

Read the facts. Is there fact to support intent and battery, express representation ‑‑ if you see express warranty, you always think of warranty together. But I know the other three. Even though you are going in knowing, I have at least these three theories, it doesn't mean that are not sub issues. You have to break apart your read and dissect it. So in essence, negligence, what's at issue, the duty. The breach, the causation, what are they testing and focus on here? That's what I want you to be thinking of.

Paragraph 1. (*Reading*) ‑‑ for spring planting. What does that sentence tell you. This is mental math. Mental law. This is where you have to break it apart. They are telling you the purpose. So we buy from farmers. The grain to resell. Because of problems presented by par sites which attack and eat seed grain that is stored for more than a few months, Grain Co, like all seed grain dealers, always treat the seed grain it purchases with an invisible mercury based chemicals to poison these parasites. This tell us me they buy the grains and treat it with parasites with chemicals a but it's standard in the industry. They all do it but that doesn't mean it's right. So at this point, I'm thinking of invisible, that means I have no way of knowing of it's been treated even though it's standard in the industry. So you know the invisibility goes to what type of defect? If I can't see it, warning defect and it's design defect. How do I know it's treated or not if it's invisible.

Further states, (*reading*) ‑‑ by the farmers who will plant the seed. Picture a truck all of loose seed grains. And display signs that state, seed grain, not for use in food products.

You have to think it through step by step. So it's going to be longer to read the fact pattern. But we have that time because you are not sitting there outlining. So at this point, I'm thinking we know our three theories we are seeing. In regards to the defects and in regards to design defect because of invisibility. And warning defect because they only put it on truck and they sell loosely. These are things you should be thinking of. So is that an adequate warning of itself. But there's a can argument, all grain dealers do the same thing. So I have a good understanding in regards to what? This first paragraph of what's going on, to remind you this is our first read. We are still dissecting and breaking it apart before we commit and go into the exam.

Second paragraph. Farmer Jones brought a truckload of seed grain from grain co. She made a purchase. She was present when the seed grain was delivered ‑‑ if I'm present if it's delivered, what should I be able to observe? The truck. Seed grain not for use in food products. And we always read on the side of the truck? Not necessarily. And sometimes that's not related to the truck itself. So is that adequate? And it further says, and supervised grain coemployees who unloaded the seed grain into her silos. She is present and there and giving them directions. Again, should she have seen the warnings, not for use in food products?

She then use some seed grains to sow her field. And when she found that she had some seed grain left over, she fed it to her dairy cattle. It's not meant to be used for food products. It's poison.

The third paragraph states, Farmer Jones sold the milk produced by her dairy cattle to Big Food Stores Inc. When you see retail store, what should you be thinking of? The manufacturer and distributor and retailer. This is good for the Multistate. With a retailer, you can sue them for negligence. It fails, why? Because of the sealed container doctrine. Unless they know knowledge of defect, we can't hold them accountable for negligence. But we can't get them from strict liability in tort or implied warranty of merchantability unless there's a fact that they should have been aware of this and have done something about it.

Several of the people who brought milk became serious ill, damages and Centers for Disease Control, a government agency that investigates outbreak and illnesses, determined the mercury was the cause of the illness. It says CDC traced the mercury to the milk that Farmer Jones sold to Big Food.

First lawsuit is Grain Co and what theories? Once you start a theory, you need to carry it through. But I always start with negligence. If you start with strict liability in tort, but carry through and prove elements before you jump into another theory. That's a downfall for students because the reader break the train of thought. You need to prove the elements for your client to recover.

I will start with negligence, it does not mean that you have to.

In regards to Grain Co., it could be, well, you are correct in regards to ‑‑ you've got Grain Co. And Farmer Jones tortfeasors, they are independently liable. When they milk consumer sue Grain Co., they are suing for the contemporaneous nation, I will bring it up when I ‑‑ it's sub issue of actual cause. So again, that's where your checklist is going to help you.

Again, as to Grain Co., we are going to deal with negligence. Mind you, this is where I read the facts one time through. Now I will go back through and point out dissect what's the duty. And Grain Co., discuss and ‑‑ discover and correct. I will type in my defect. Design is invisible and the warning is just on the side of the truck. So is that enough? So I see there's two defects in regards to this product. Again, design defect, inherently dangerous in this design. Farmers didn't know it had the mercury based poisoning on it. If they painted it bright red or blue, it can tip it off. But warning. There's ‑‑ making it clear that you can't use this seed grain with any food product. So I see that's a big issue here in regards with the type of defect. And when you see products liability being tested, I want you to look for defects, manufacturer and designer warning. See which one is at issue.

If they have been testing, you can argue two. And caution, successive tortfeasors will be at issue. Seed grain ended up in the milk. So but for Grain Co. Not disclosing the mercury and Farmer Jones feeding to cattle not knowing better, milk consumer wouldn't have been injured. So two independent acts that resulted in this harm. Proximate cause, it's foreseeable if you put mercury based poison in the seed grain and feed it to cattle, they will produce mercury type milk and consumer will get sick. And there's proximate cause and you go to your dangerous. That's my ‑‑ dangers ‑‑ that's my thought process of negligence.

Look at the theories. We have done one so far. But it does say damages, oh, so what does that mean? Damages tell me I better talk about general and special. So I know I have general damages and special damages. There's no facts. But the call says, defenses. Damages. Theories. So I got to make sure I pay attention to that. That's a common call for Baby Bar. And it's common that they will ask for damages and you will have any facts. Meaning, they won't tell you that they have doctor bills or paralyzed. Separate it out by head note. One line it and now you have answered the call.

Here, it says defenses. Look at our checklist for negligence. What are defenses? Again, contributory, comparative, assumption of the risk. If you find contributive, see if you can argue last clear chance. Any applicable defenses here? Who is suing? Milk consumers. Who did they do? They didn't do anything. Bought the milk, drank it and got sick. Students want to make things fit but they don't fit. The counter actors as well as Grain Co. Can say, farmer did it. And maybe it's contribution. So if you see call defenses, don't automatically go to your inner checks and throw them out there. They test several ways this way. Plaintiff didn't do anything wrong. You can't argue defense. Defenses in a call can mean true defenses are counter arguments. And in this, it's counter arguments.

Grain Co., we talked about one theory. And now we will go to implied warranty of merchantability and at this point, was the product fair average use? No. It's contaminated with poison and made the milk contaminated and made the consumer sick. And proximate cause damages at this point, define discuss supra. And we can do that. Same Plaintiff. Same Defendant. Same conduct we are dealing with. So steal from it. You are going to run out of time. Products liability are generally racehorse exam. Finishing it is the challenge.

So we have strict liability and tort. What do you need to show? Manufacturer place, defective product. Show that you are the one who sold the grain to Farmer Jones and then sold to big foods. Foreseeable is the consumer. And then your caution which steal my damages. On this exam, there's no true defense. Their counter arguments in this case. And main one is with your type of defect. Was it really a design defect? It's generally known where? All seed grain ‑‑ in the industry. And that's a good counter argument. But again, why make it invisible?

For the first lawsuits, we see we talked about negligence, implied warranty of merchantability and strict liability in tort. Where was my point issue? Designer defect, warning defect, indemnity, contribution, all those had counter argument to answer the call defenses. General damages and special damages. Call of the question, I can go to Farmer Jones. If you are doing your virtual outline scratch paper there, I would recommend you jot down a couple of things to tip off your memory and hopefully we can get the question answered if you cut‑and‑paste. If you cut‑and‑paste, that's going to save you a lot of time and good facts that will save you time. That's an advantage if you can do that. We need to find out. And I will change it to make it beneficial for you and not as stressful because you will have more time. Any time you have ‑‑ you can cut‑and‑paste, that's a great benefit.

Now the consumer expectation tests, usually see that in courses and alternative design, you can bring up in a sentence or two. They didn't really place it at issue. So you could bring up the consumer expectation. Milk that's not produced with mercury based poisoning. To see at issue, one out there with roadster car two seater and no air bag. What does the consumer expect? If I put my child in the front seat and you don't have a button to turn off the air bag, children in the front seat can cause ‑‑ result death. That can be an expectation ‑‑ consumer expectation test. So the facts will tell you. So it does come up every once in a while. Again, if you want to bring it in a sentence or two, I have no problem with it. When it's at issue, definitely argue the facts. You will do a cost benefit test analysis. Versus benefit weighed out with society need.

Any questions on the first call?

Now, we are going to Farmer Jones. The key thing I want to point out to you, I want an excellent job on the first lawsuit. If I do excellent at the first beginning, I can cut‑and‑paste because of time.

I see I have second lawsuit products liability. And I told you in the past, if they are testing the same concept over and over, there got to be something different. So who is Farmer Jones. Farmer Jones placed ‑‑ gave the seed grain to the cattle and ate it and placed it in the stream commerce. She manufactured milk. So was it design defect? No. She didn't know. Warning defect? She didn't know. How about manufacturing defect? Yes. This is an example of manufacturing defect because the product in kind, the milk, from the cow produced in the past. So there's a difference. So I'm feeling comfortable. Theory, I will start with negligence. She has a duty to expect, discover and correct. Breach, yes? She failed to sample the milk to make sure it's fresh and pure. It's a manufacturing defect. Because it's different in kind from the rest of line of what she has produced previously. So this will be a manufacturing defect. Your actual cause, we had success tort feasor. They did the first ‑‑ good job in the first suite. I brought up Grain Co. And Farmer Jones. I will steal from it. And here's the prime example, contaminated milk, get sick. Damages? Same Plaintiff, discover and supra.

Implied warranty of merchantability. The milk is contaminated. It's not fair and average use. Proximate cause, actual cause.

Last three, strict liability in torts. Placing a defective product in commerce. Actual cause, proximate cause, go from there and then, of course, define and discuss supra.

In this case, you could also brought up, farmers Jones seek indemnity against Grain Co., they failed to adequately disclose in regards to the invisible mercury on seed grain. That's 2. This is where you are mentally breaking it apart, what I will talk about before I type up my exam answer.

All right. The last thing here is your what? We have Big Food. Who is Big Food? Big Food is retailer. So whenever I see retailer. We have a problem. The first thing is talk about negligence, you have a duty to inspect, discover and correct. When they have knowledge. There have to be some type of knowledge or awareness that something is wrong with the product. So when you deliver milk and all sealed, as a the distributor of the product. I have to tests it. There's no facts that they should have known, then there's no breach. So it's negligence and go to the next theory. You will know based on the facts they tell you, milk consumer and told Big Food and they went ahead and sold the food anyway, then that's different. Sealed doctrine. Implied warranty of merchantability, milk is not fair and average use. And Big Food indemnity. And I will go through strict liability in torts.  ‑‑ against Farmer Jones, for Big Food, is the primary party. There's a difference in the three lawsuit. Grain Co. Was warning and design. Farmer, manufacturer. And Big Food, they did not breach. We will go through three theories. And steal as much as you can from it.

Let's look at the answer. One thing I have noticed in exams students have written. Let me know the lawsuit, follow the call of the question. Today, they were addressing Big Food. You are stuck with the call. If they tell you call 1 Grain Co. Do not take that out of order. Let them know the product, negligence. In answer, I put negligence, a duty was owed, and breached, the proximate cause Plaintiff's damages. That's a pleasantry. So you don't have time, handle negligence and go to duty. We want to get the point value. We want to get examination what the examiners are looking for. They don't care about your definition of negligence, why because you will hand out the duty. So if you don't do it, it's fine. Duty, discover correct. They are distributor and they did treat this product with invisible mercury poison. And they have a due care to inspect discover and correct. And consumer buying the milk that ate from the cow that ate the seed grain ‑‑ you go to your breach. Breach is where I talk about what? Fall under standard of care and hand know breach is. Warning defect, manufacturer defect ‑‑ I talked about warning defect. And again they sell the seed grain in bulk and they have signs on the side of the truck, seed grain, not to be used as food product. Is that an adequate warning?

They come back, we sold it to Farmer Jones, present. We didn't failed the warning. But did she know? Couldn't you have her sign documentation on it. So we will argue it's insufficient in regards to the warning. You want to make it clear. Design defect. The keyword to me is invisible. And the bar tested this way several times. Invisible, design defect because I can't tell it's there. So could you make some color to it. At least I have some idea that it's treated with something or question it at least.

So I will argue it that it's design defect based on invisible poison. I want the reader to go to it. But they can see my head note that she did pick it up.

You see the actual cause. I put it in my hand note. Let the reader know. I want to do a good job here because I want to steal it for the rest of the caution including call two. Inadequacy in regards to warning and but for her feeding cattle. No consumers would have been injured. I want to do a good job there so I can steal from it. Proximate cause. It's a big issue. No. I will get it now. So proximate cause, you are basically going to talk about what? It's foreseeable. If you don't warn about the poisoning, is it foreseeable milk consumer who get sold milk with the contamination get sick? Yes. And go to general damages. I want to seek indemnity. Because distributor, farmers Jones purchase this and did this. Grain Co. Is going to argue, Farmer Jones bought this. She is primary liable.

The secondary liable can shift to primary liable party. But is farmer the primary liable? I see them both equal. I fall back on the alternative as contribution or portion according to fault. Unless it's dealing with retailer. The retailer didn't do anything wrong. You might have two manufacturers. Component parts. I would bring both up. Implied warranty of merchantability. The products is not fair damage in its use. Based on contamination. Define discuss supra. Go back to my exam, look for the definition. Discuss supra, take that analysis I did up there and put it here so to speak. You want to be careful about that, though. If you want the definition it's defined supra. You want to make sure I can use that argument here. Since it's mirrored I'm okay. If it wasn't, you can't do that. Some people use it loosely, no. You just stole from above that didn't apply. So make sure you understand how you use your tools. And strict liability in torts. Your commercial seller. So strictly liable. And my damages, defined supra. And go to the section lawsuit. See how your presentation is important. With second, product, negligence. And, of course, I got introduction, you don't need it. In regards to the duty, again, we are dealing with Farmer Jones, you have the duty to inspect discover manufacture ‑‑ manufacture the milk. The breach, the different breach here. We got a manufacturing defect. With the manufacturing defect, the harm is different kind.

So you are looking at, she produced the milk all this time until now without mercury based poisoning. So different kind, different from the rest of the line. Based on the contamination, this would be considered manufacturing defect, but for her mixing the two, it's foreseeable if you mix the seed grain and feed to your cattle and produce poisoning milk. And my damages, again, defined discuss supra, it's the same Plaintiff. Same injuries that occurred based on this conduct. So I can steal from up above. Then your implied warranty of merchantability, then, get in and out. And take your actual proximate cause, damages, defined and discuss supra and your strict liability. I have to let the reader know and understand the concept.

Last lawsuit, milk consumer versus Big Food. Ask what's the problem here. They can't be mirrored. It's the purpose of breach. The standard is different here. And they breach. None of the facts that they should have been aware. Sealed doctrine. So they didn't breach. No liability under negligence. Then go to implied warranty of merchantability, and again they sold contaminated milk. Sorry. As a retailer, when you do that, it's not a fair and average use, so you will be in breach of implied warranty of merchantability. And the proximate cause, steal it. And strict liability in tort. And same thing, a retailer can be strictly liability for commerce. As long as it's foreseeable user, and caution, damages, steal, and they want to seek indemnification. That's the recommending as a food chain, what are they doing? Reindemnification, Farmer Jones in this case. And that's products liability. If you look at this, there's a lot of what? A lot of issues, a lot of sub issues in it that you have to be able to get into the examination. Now, again, in this exam, you want to start off with the theory that you are suing. Let the reader know you are dealing with products. And you want to break apart each lawsuit and do one theory at a time and carry it through.

If you ‑‑ again, the big issue here in regards if there's more than one type of defect, bring it up. And call as to defenses, students are talking about comparative. It's a none issue which you do not get marked down for none issue. But the reader has a bad taste in the mouth going why? Successive tortfeasors. Seal container doctrine. Those are the sub issues which answer the call of defenses.

Any questions on this particular exam? Going in there, you are going to know what? If you see products liability, we automatically have what? Three theories. Break it apart and based on the elements and see what the point value and see what's tested itself.

Okay? Any questions?

Now in regards to the Multistate, I did want to bring that up. Especially now you will be doing them online. It's going to be difficult to be honest with you. Now, what are they doing for the Baby Bar. And what they decided to do is split the Baby Bar multiple choice into two sessions. Two, 90 minutes sessions. So I would recommend going in, I will start practicing 90‑minute increments. I want to be able to sit in that chair, not move and stay focused for that 90 minutes. And then 15‑minute break and go back and do 90‑minute again. You have 90 minutes and a break. In the past, it's administered in 3 hours. So you came back after lunch and you have 3 hours. So at least you get a little break.

This means you will do it on a screen. No scratch paper. Reading on your computer. So I would recommend is that's how you will start taking multiple choice questions on the computer. Pull it up there. If you have scan them put them on the computer if you have to. I want you to getting used to reading them on the computer. You are going to find that when we read on our computer screen, we read differently. I don't know why that is. Maybe ‑‑ we do read differently. We miss thing. We don't break things apart. For some reason, we skim it. You can't do that. You have to train yourself. We will read in detail and dissect. That's important especially if you are a lawyer.

We will go through these. First one, question number 5. Hopefully you have those two. I will read it. So you can follow along. What I want you to do, and you got into this habit. When you are taking the Multistate questions, I want you to go to the call. On the Baby Bar, you are not going to be told which one. The call is very important to pinpoint the direction you need to go. Mental math. You are going to do this on your mindset. So you need to break it apart. You need to do the call. It might be battery and tort but it's criminal, I don't need intent ‑‑ so these are things that you want you to be thinking about. Reading the call of the question is very important.

This says in this case, if Wilson constitutes an action from misrepresentation against Courtney the court should find ‑‑ so I should be thinking, misrepresentation, and you are going to find, misrepresentation. There's also negligence and the other. Common? Intentional is intentionally. And negligence, one should have known but it has to be material fact. Justifiable rely detriment. Was there intent or know or should have been known. Knowing that and going in there, break apart the facts to see if this tort is supported. We know it's tort, because he's constituting an action against Courtney.

Wilson advertise his farm for sale. Courtney an investor, has been advised by a friend that a Joe highway will be built adjacent to the land. Courtney contacted Wilson to purchase the farm. She would be willing to pay fair market value. Wilson hired one and determined the price to be $400,000. Courtney purchased the land paying that price. 3 weeks after the closing of the title, the state announced the highway. And property increased to a million dollars. Before you look at your answer choice, what are they testing here? Did she make a misrepresentation? She didn't. She didn't knowingly make representation. So that's the answer choice you are looking for. She offer to buy. She let him pick the appraiser. The only way she have to disclose there if there's a fiduciary relationship between them. Let's say she was a real estate broker and contacted that I want to sell your land and didn't discloser it. But I didn't see that here.

Let's go through answer choices knowing that and knowing your elements and seeing the best answer.

A. Real estate investor. B. She allows Wilson to determine the fair market value of the land.

That doesn't matter. Whether the appraiser say the fair market value or not.

C. (*Reading*). I don't see they have a fiduciary relationship.

D. (*Reading*) there's your disclosure. If I had an obligation to disclose, now, I do you can argue misrepresentation or omission which is a type of representation. You know material fact and didn't disclose. And therefore you would be liable for misrepresentation. So D would be the correct answer. Do you see how I forced myself to dissect the elements and see what's at issue. You have to do that. Maybe do it now on the computer to force you to do it so you will get the correct answer choice. That's important.

Question number 10. Question 10. Again, what should we do? Read the call. (*Reading*) so do I know the subject matter? Yes. Why? Brenda against Aces. It's tort, it can be contract. Definitely not criminal law. And once you read the first sentence, it has to do with tort or contract. Right off the bat.

Question 10. (*Reading*) what is she suing for? What's the theory? Products liability. It did tell you poor quality control and toxic ingredient. They breached their duty by failing to disclose. It's foreseeable ‑‑ and your damages. And I'm ready to look at my answer choices. A, (*reading*) I like it but I don't. Put a plus and read the rest of the answer choices.

B, (*reading*) they breach but no express warranty. No expressly stated about the beer and its quality. Plus if you see that, let's say they did make a representation on the beer, you have to see she relied on it. Just because you have express liability, you have to see if there's reliance.

C. (*Reading*). That's incorrectly.

D, (*reading*). They are trying to trick you here; right? So when you look at the proximate cause, what are you looking at? Brenda ‑‑ could they get sick if ‑‑ get sick because there's toxic in it? A is the best choice.

You have to focus on the underlying act itself. If somebody else come in here and did something which cause contamination ‑‑ we are focus on Aces's product. They don't have the proper quality control and someone can get sick? Yes. A has to be the best answer choice. And break it apart to see what they are testing.

Next one you have marked was question 10.

Now, again, what should we do? Read the call. If Perry sues Doug for defamation, show false ‑‑ to a third party who you understood and lower self‑esteem. Perry who owned an appliance short ‑‑ (*reading*) ‑‑ what did they put at issue? You are the most incompetent person. Was it published intentionally? Yes. Published through third party. They are talking amongst each other. Do they know Aaron's present? This has to be application.

I narrowed down the elements that's been tested here.

I will look for the answer choice for the publication issue.

So I'm looking for something like that. If they had no idea. Sorry.

A says (*reading*).

B, (*reading*).

C (*reading*) there's the publication.

D (*reading*) well, again, what do you mean harm or result? I don't have to show you actually have slander per se. So general damages. So you don't have to have actual damages.

It has to be published through the third party. So the answer is C.

Defamatory e‑mail. And the mother read it. The man didn't know he lived with his mother. He didn't know third party's presence. If I know you live with household of people, that's not going to get you off the hook. So again, the moral of the story is you got to break this apart. Read the call of the question. And dissect.

Start doing the Multistate on the computer. And start doing the essay this way just like we just did, on the computer. It's a different method. Something I have to be comfortable with. I got to break this apart.

Any questions?

So what's going to happen at this point forward? Next week, we will go through contract. Friday, you will be sent out the contract checklist and we will be going over in regards to your set up and lay it out. Contract is very checklist oriented. So if they say, was there breach of contract, you start with formation and see what's the issue with formation and work your way through it. It's very structured. That will help me you ‑‑ help you with setup and best answer choice. If I can knock it out, no contract was formed, that's a better answer than statue fraud.

So that will be sent out too. Look at it and review your contracts. We have done torts. Now, you should be fresh with torts and start doing what? Start doing Multistate essays and statement of torts and start learning contracts.

It's going to be a building process. Okay?

Any other questions before I say good night?

If anything does come up, shoot me an e‑mail. Anything come up in your preparation, I'm here to help. Look for that e‑mail and look forward to seeing you guys next week. Everybody have a good evening.

(Event adjourned at 6:59 p.m.)