Taft Law School

Baby Bar

10/6/2020

INSTRUCTOR: Good evening everybody we will go come to tonight's baby bar series we will start in approximately 5 minutes.

Good everybody welcome to tonight’s baby bar series we will start in approximately 2 minutes thank you.

We will be starting in approximately one minute.

Good evening everybody welcome to tonight's Babe bar miniseries our focus will be the contract question e-mailed out to you and a couple people have questions on a few multiple choice questions that will be the primary focus. I want to point out these sessions are recorded you can go back and listen to a previous lecture. It is on Tafts website go to the student section log in and go to the baby bar miniseries so lots of good tools there for you to help new preparation for the baby bar as well as final exams. Alright. Let's go ahead and take a look at this contract question. Now you know since your preparing for the baby bar especially those taking it this upcoming November which I am trying to think I think 17th if I recall. You will be taking this remotely so basically doing it on line. You will see I point out things you will do a little bit differently on line versus if you physically had the examination in front out of. At this point in time right now Taft is currently given you a hard copy of the exam but that might stop because it will depend on what the bar is going to do in their administration.

Now the first thing no matter what whether your taking it by hard copy or looking on the screen you should always start off with the call of the question. Remember on the baby bar exam your responsible for torts contracts U CC and criminal law. They will not tell you on my screen it says contract question they will not tell you so your job to determine the subject matter not hard but read the call a lot of times the call will give the subject matter or narrow it down specifically to what is being tested that can hone in on specifics and help you immensely. Now the call here says was an enforceable contract formed binding seller to sell the doll collection to buyer. We know it is contracts don't we. The interesting thing here says enforceable contract. So that tells me formation is an issue here right your offer your acceptance consideration so focus on your formation issues. But also says to bind the binding seller what does that tell me. The only way to bind something is how? Specific performance.

So yes, you are responsible for remedy of specific performance so want to go through your own specific performance then something that is currently been continuously tested ton baby bar. So something I want you aware of and get to know. There are elements you will see in the answer you do need to address. This is generally taught in the fourth year in remedies but it is something the bar and baby bar exams expect you to know. Now that I read the call I have a good understanding formation is issue so my mind set I am thinking formation and I might remember you have what is called digital scratch paper so scroll down to that. Which in practice you can use a blanc piece of paper. And type up my checklist when you type up your checklist it should be short and right. I might even branch out summation the formation O for offer A acceptance C consideration usually a triangle with a slash for S for defenses but main ones are statutes pro evidence these are big ones I don't want to miss they are worth a lot of points. So once I do that get my mind set in that area whether I type it on my digital scratch paper or bring it forward in my mind I want to go in there reading it with that in my mind set.
That is important it will help me narrow down specifics. Let's read the facts pf remember on exam day do this in practice as well you want to read the phac pattern one time through right you want to get a general idea at to what is going on. The facts are new the law is not you studying the law all along so the facts are new, fresh, you so need to read it break it apart from there. Says seller inherited a collection of an taoeg dolls from her aunt period so I always taught you I want you to hesitate. Stop at the periods, take a take a step back what are they telling me here. Inherited this so probably has no idea about antique dolls so basically does not have special knowledge or skills so not a merchant. This is in her aunt’s estate the collection is valued 15 thousand dollars so a value on it. On September 1 seller wrote signed and sent the following letter to several well known doll collectors in her area. Now what we are doing to to when we read this break it apart see if this constitutes a preliminary negotiation or offer how aim going to know this?

If the items are spelled out definite certain terms. So says I now own a collection of antique dolls I am willing to sell to the first person that let's me know he or she wants the collection. This your is good for 30 days. If you want to inspect the dolls I will be happy to make an appointment phone me at 555 65 seller let's go back and look did this basically establish an offer. I am willing to sell supports intent do we have definite terms. Doll collection the quantity. Time period first person that let's me know. The party the seller whoever she is writing to the people she writing letter the price the 15 thousand dollars the subject is dolls. The terms are defer knit and certain so this would be construed this letter as an offer. Now says she sent the letter to whom several well known doll collectors sometimes this confuses students. I can send multiple offers for the same thing still an offer whoever accepts first prevails and we form the actual contract so remember that sometimes that confuses us, especially on multiple choice questions, you as the offer can send out multiple offers to multiple people the issue is who accepts first. Other thing you should known on remember when you do this on remotely you can highlight the fact pattern, so I probably will highlight will be good for 30 it mays. Why? That is making me think of an option. Right. So did this offer create an actual option contract which we will come back go through the issues but that is what you should be thinking of based on these facts okay. So so far I see the inheritance, don't see merchants, writing to a doll collector remember a doll collector if they hold special knowledge and skill would be a merchant. I see dealing with dolls, so the UCC does apply and see the offer on the table so out of the first two paragraphs I get a good understanding of what is going on. Says next on September third now pay attention to your dates. Dates are very important in contracts. So got to reflect you sent this out on the first now on the third something happened. Buyer familiar with the collection received the letter and immediately called seller to arrange and inspect the tolls the same day.

So calling to inspect the dolls which remember the offerer seller said if you want to inspect call me that what is she is doing. The issue here do we have an acceptance no asking at this point for inspection. Says buyer appeared at sellers home and inspected and photographed the dolls. Okay. Told seller I am interested but I want to do some research. So at this point when she said I am interested that was not unequivocal so not acceptance but want to do research is she rejecting she is not wants to do further research. So based upon our statement about wanting to do more research does not show intent not to accept wants to make more inquireys but I would bring that issue up there are facts there and based on the facts that dictates as to what I need to address that is important.

I will get back to you seller replied okay, but, my letter went out to a number of other people, I am selling the first one I actually hear from who wants to buy the entire collection. So how to you have to accept, you have to be the first one to actually hear from who wants to buy the collection. Now remember as the offerer your either master of your offer, you can dictate how you can have the method of acceptance if you go back and look in her original offer it says the first person who let's me know so really not any interpret, she is reiterating. Not changing a term in the offer but reiterating what she put in the offer that is fine fair game. But again who are she hears from first they will have the contract. Now it states on September fourth buyer took the photographs to an expert doll appraiser and paid the appraiser a thousand dollars to evaluate authenticate the collection wow paying a thousand bucks that is a lot of money so she is relying right on sellers representation that you keep the offer open at least arguably 30 days or until you hear from me. Says the appraiser told buyer the dolls were authentic worth 30 thousand dollars.

Buyer phones seller who is not at home. Buyer left a message on sellers answering machine says this is buyer I like the dolls please call me at 555887le when you get home. Stop there. Pf now when buyer called this is like the tolls is that an unequivocal to the terms of the offer. I like the dolls you did not say I will take the price of 15 thousand dollars or accept the offer I have nothing there to really make it clear that she sack accepting the offer so that is a problem now also September 4 buyer wrote and signed a letter to seller saying I accept your offer to sell your doll collection for the 15 thousand dollars buyer. Now looking at the language I accept 15 thousand that is a message to me an unequivocal acceptance of the buyer and deposited the letter in the mail. Now couple issues when is acceptance effective based ton mailbox rule if I find a valid acceptance I accept your doll collection sounds valid to me the acceptance is effective upon dispatch. So based upon the mailbox rule I could find a contract formed at this point but a couple problems which is obvious I will point out is seller dictated the fist one I hear from. So you can argue method of acceptance the first person I hear from if I don't get your letter until September 5 but meanwhile another doll collector calls accepts they are the ones that have the contract right that is one issue another one I will come back to.

Next soon after the buyer returned home rereceived a phone call from seller said I got your voice mail message however I want to let you know I had an appraisal made of the collection not willing to let it go for less than 35 thousand dollars that sounds like a rejection. Buyer said you can't do that I accepted the 15 thousand dollars so have to sell it for 15 thousand dollars back to the call was an enforceable contract formed binding seller to sell the doll collection for 15 thousand dollar price. Let's break it apart. With contracts the you have is checklist oriented so follow your checklist that is an advantage good for you. So regards to the first thing I start off does UCC apply. Since we are dealing with doll collection, they are a form of goods, we would start in this case with the UCC right. And the UCC applies to a transaction of goods. Since again we are doling with an doll collection it would qualify as a transaction of goods so the UCC would apply. Next I go to are we dealing with merchants. Now merchants basically deal in goods of a kind or hold themselves with special knowledge or skill and based on the seller on the facts she inherited the collection.

The fact she put it out there for 15 thousand dollars without checking shows she does not deal with goods of this kind or have special knowledge did not know the true value so I will argue seller is thought a merchant. Versus in regards to buyer with buyer they obviously collect dolls so can argue based upon those facts that buyer deals with goods, right, or has special knowledge, skill, and point out that buyer in this case would be a merchant okay.

Argue both sides don't care but I think we all can agree there snow way we will find seller to be a merchant. If you found buyer was or was not a merchant does not matter long as you look to it to argue. Next step preliminary negotiation versus offer we got an offer if you look this is where your highlighting will help highlight the fact I am willing to sell for 15 thousand dollars to the first person that let's me know. Good facts wrote a letter the language I am willing to sell shows the manifestation to be bound by contract I like the language then break apart definite terms the doll collection is quantity first person to respond the identity the party and time frame first response price 15 thousand thrars doll collection subject matter so definite certain terms and communicated. Sent it out. Evidence by the phone call buyer was communicating the off so we do have a valid offer. Now before I jump in my checklist to the next issue as to acceptance I see in that offer she says, this offer would be good for 30 days. This raises an issue of option was an option created. And remember an option somewhere an offer keeps open for stated period of time but it needs consider. The way I wrote my answer when seller said keep it open for 30 days that looks like an offer that is going to be kept open for 30 days based on representation but no consider. Right then I fell back on to the firm offer rule which is UCC the firm offer rule says an offer is I have revocable right if the offer is made by a merchant has to be in writing and giving assurance the problem the letter was signed in writing could argue that gave insurance she is not a merchant so firm offer rule would fail. This is a tricky don't see it that way would take my exam in chronological order. With the option one option you could have argued that they would have taken is like the issue of detriment or promissory stop the facts did tell you buyer went and inspected, then said I will go do more research and took a thousand dollars to an appraiser so based on know you go keep the offer open that is an argument you could make here that will come back at you. So depending on which way you argue it will dictate a couple issues I will point out.

At this point you do address option do address firm offer can find the option succeeds or fails based upon your reliance whatever you argue you still would go to firm offer the facts are begging it then continue examination. Next talk about the rejection, why, because the facts told you said I am interested but still want to do research get back to you so based on those facts. To many facts. What you are going to see in baby bar, bar exams, they don't give a sentence or two of facts that give nothing very rare they give you background facts so see a sentence I am not using going back saying why is this here what are they trying to get me to look at break that apart so based on those facts you raise the issue roef rejection. Next on the facts on September 4 made a telephone call so is that my argue as to the telephone call whether or not that was a valid acceptance with an acceptance what do you need an in equivalent call terms to the your what is the problem here. In regards to buyer telephone seller left a message, I like the dolls, it does not look like an in equivocal to the terms of the offer so based on those facts not a mirror image so no acceptance now bring up in regards to letter, a good argument, that is a valid acceptance evidence by the terms I accept right. Your offer. That is quite clear.

Unequivocal to the terms of the offer if you find that to be a valid acceptance next is the mailbox rule under the mailbox rule an acceptance is effective upon dispatch that is a God argument a contract would be formed when you mailed that letter we know that lot all the time on the multiple choice. But here is an exception. If you found a valid option or a firm offer, which you should not have but say you did, the mailbox remember does not apply to option contracts or firm offers. So if you found that thousand dollar reliance to support the option when you got to the mailbox rule you would tell the reader it does not apply because it does not apply to option contracts. The other way we should all conclude correctly meaning all of us should have found the same answer the acceptance is not effective because the other issue is method of acceptance. Remember as the offerer you can dictate and she made it very clear as to who I hear from first. So you see sometimes examiners write the questions where we could go one way or another but over all if we do does not matter we come up with the same conclusion no matter you took left I took right we still come up with that there is no acceptance. Either because you find that the mailbox does not apply to object contracts or the method of acceptance I am the offerer did not properly accept pursuant to my order of how I requested first I hear from. Next based ton facts you see seller made the telephone call said I am not going to let it go for less than 35 thousand dollars good facts to show she expressly revoked the 15 thousand dollars the essential that prior timely acceptance.

A good issue or argument here yes because, right, we found either the method of acceptance right or you are going to find you can't use the mailbox rule so the acceptance is not effective until receipt which has not taken place. The issue there you need to address with the reader for their revocation was it prior to timely acceptance okay. Then your consider that is straightforward in and out 15 thousand for doll collection so we do have a contract formed. Little weak, such as was there acceptance but call says enforceable contract so continue assuming jury or finds contract say f there are defenses to formation those are very testable so you want to go back and look we don't want to mess those right that will hurt us. So going through your checklist that will help you do we see pro evidence with the pro evidence rule funny I keep getting questions on this lately the pro evidence rule applies to written contracts right you have to have a fullly integrated contract in writing. So this is not in writing so I know it cannot be a pro evidence writing so cannot hide it from you. If you see a written contract ask -- in this case we have a statute issue why this is a contract for the sail of goods. So even if we found neither party to be merchants it does not matter the statute of fraud is triggered here.

So dealing with the dolls it is considered the sail of good for over 5 hundred dollars or more in writing. So does fall into the per vow the statute of frauds. So one argument a lot of people bring up is sufficient memo. The buyers letter containing terms is sufficient but what is the problem this I want you to pay attention to is something we all fall far. When seller wrote that letter right I am willing to sell laid out the terms that is the offer. You cannot now take that offer and argue that as sufficient memo it has to be something after that a fact I don't want you to forget that okay. So a lot of people find well that will satisfy the staflt no you cannot use the original offer that was in writing to take the contract outside the purview statute of frauds why because by definition of the sufficient memo remember it has to have what, the essential terms of basically what the parties agree thed to signed by party to be charged. The terms agreed to the offer what seller said we don't have the boot strap of buyer says yes or no so will be a writing after that I want you to remember that. But there is another exception you can take this contract outside the purview the statute of frauds you remember what that is remember I told you in the lecture. Baby bar likes to test this one. Es stople, reliance. Right? So based upon the reliance she wept and hired an appraiser paid a thousand dollars to have the apray sar look at these photographers. Of course she relied. If there was not agreement between the parties why would she have done that that is the argument another way to argue.

If you find the reliance based on appraisal is not going to work of course statute of fraud is not satisfied so can't force the seller to sell the dolls. Another defense you could bring up here fair game is mistake. Mistake is testable by the way is this a unilateral mistake or mutual mistake now remember seller inherited the dolls just say they are valued 15 thousand dollars evident by the will so offers without knowing the true value. That is a mistake. Is there anything in the facts that show that buyer obvious shreu trying to take advantage there is not this seems go a unilateral mistake so if buyer knew or should have known that seller made some type of mistake the contract can be voidable but there are no facts to support that.

This does come up with the multistates there is an owner of the store collects antics gets something in does not know what it is puts it out for sale someone comes buys it you realized that glass bottle, you sold it 5 bucks. Only voidable by the buyer if they or basically should have known that seller made a mistake sense your the owner of the store mark the prices they would know based on those facts so could argue a mistake as a defense not sure if you had that in your outline. Your damages you could get to expectation but the big everybody here is specific per performance. With specific performance we want to force the contract. Here we are forcing the contract for the sale of goods not services, but goods. Right? So on specific performance so you understand it is an equitiable remedy where you need to show the party in this case the buyer, that there is inadequate legal remedy a legal remedy would be money that money is not going to make me whole these are Gods can't buy them somewhere else they are dolls not like someone has the same set somewhere so not be valued as much would they so will argue in this case that, they are a collection of dolls so therefore since seller is refusing to sell them to me they are unique court you should enforce the agreement.

So we have a contract we need to show inadequate legal remedy was the satisfied so long as she pays supposed to deliver the dolls supposed to pay that would be fine do we have defense defense in equity is like latches undue prejudice like statute of legislation. Unclean hands don't see parties being dirty in shape or form. I don't see based on these facts that seller solid it to somebody else if she did that would cut off unfortunately buyers right to enforce the agreement between the parties because seller no longer has them. Okay so based on these facts don't see it so would be awarded this specific performance so see there is a lot here. Can you understand it the more you dissect it. How will you write it. What I would recommend is at least this is my thought process I will tell you somebody else’s who just took the bar that ended today is I would use my digital scratch paper. With your digital scratch paper your able to cut and paste into your answer. So with my digital scratch paper I kind of drafted the issues of formation, then I go back and pull in the key facts I am going to use right so in regards to you see my first notes UCC. I would not put the rule in my brain there my outline put it in my essay transaction of goods pull out doll collection then next merchants again on my digital scratch paper not putting rule the one I can pull out what facts are going to support the elements of that rule. Well seller inherited a doll collection from her aunt I pull up those facts buyer a doll collector well known doll collector those are the facts I pull out.

Then when I get ready to write I cut and paste it in my answer go back put in rules and tie in the elements to those factses I pulled on my scratch paper. It is very important your using facts. What I understand unfortunately is you have to scroll back and forth to look at the fact pattern. So I can't sit there and tie in my elements of my tkepblg scratch paper as well as going back unless you copy and paste to doing that in my answer so will have to play with this see what works for you. You got to fete enough out there in your scratch paper right so you have enough to argue can't just go off memory guarantee you will make a mistake. Again as I pointed out based upon merchants we all find seller is not buyer merchant or not either way then the offer identify what facts verify intent willing to sell the doll collection the definite terms quantity time identify price subject matter and communication.

Again you don't want to type your answer twice so be shorthand if you are using digital scratch paper. Okay. Then of course gets your issues to option. No consideration get out and go to your firm offer the reason am doing that to the UCC was what triggered here right. And sense seller did sign the letter assured it would stay open po days remember under the UCC can you give ainsurances but cannot exceed 90 days so 3 months this would be good but she is not the merchant so the offerer has to be a merchant. Have to understand that people have a tendency to forget it. So even if you found buyer is a merchant does not matter she is not the offerer the offerer has to be the merchant. Know what is interesting is does it really say that in the rule. No. But you learn it by like for heavens sake just put that in the rule but don't just something you have to play with now I get it.

Next remember talked about rejection based upon the facts I am interested but want to do research so the issue of rejection it is going to fail but it is something I needed to bring up. Then acceptance you noticed in my answer separated by the phone call and letter. I want to let the reader know I don't want to talk about both acceptancens at the same time that would be a death nail right. So if you have the same issue come up multiple times what will happen? You are going to separate them out other wise you will probably make a mess of it especially under the pressure of the exam don't want to do that. Based on those facts we got buyer telephone I like the dolls call me not equivocal versus the language I accept your offer that is quite clear then the issue as to the mailbox rule but again, depends on what you see here of how your going to conclude. What do I mean again? Well the mailbox rule does not apply to option contracts right?

Further you see I see here however seller told buyer was willing to sell to the first person that is what we call method of acceptance if the offerer dictates the method of how your going to accept guess what that is how your going to accept. They are the master to I find the mailbox rule does not apply then revocation.

Remember the big ticket with revocation as to whether or not it is timely. And if we find that acceptance is not valued the revocation would be. Now despite that I continue on assuming court finds a contract. Or finds an acceptance go to your consideration get in and out and then your big ticket here your statute of frauds again a contract for 15 thousand dollars so needs to be in writing then argue your memo. Also your es stople and again assuming it duds satisfy the statute I continue on why. The call said can we enforce seller. The only way you will get there is if you find a contract so if you don't find a contract assuming if we do find it, move on. So don't write it where you feel uncomfortable because you might be right, right so don't change how you write thing just assume contract is found and move on tpwr there. Then your breach on this exam did not have to go through damages habit of mine why asked in regards to enforceable contract informed and binding seller. So could skip damages if I want go to specific performance. Other thing you need to realize the more questions you do in practice you see when I don't have to do something versus when I do if in doubt put it in the exam don't want to realize I should have later. But the more issue spotting you do looking at model answers I see based on the call don't have to do that. With this exam the seller exam said enforceable contract formed so really a formation exam as well as specific performance so no conditions in this exam. Right?

And because the call told me that right so I feel comfortable if I did hot see any conditions looking at the call I feel I am correct so that is important that make sense that is property alright. So in regards to going through this you see your main issues your formation of contract. You see was it in my answer could have talked about mistake fair game that gives you some points so nothing wrong if you bring that up in answer choice as well. Now I kind of told you how to outline the exam on digital scratch paper. You highlight the fact pattern for key facts pull those get them in digital scratch paper under those issues copy and paste those in your answer then make it coherent adding your rules and tieing in making complete sentence structures with the facts with the elements of your rule. That is how I am telling people to do it. But another student which I have not taken an exam on line by the way so kind of a disadvantage what he suggested found it worked but see makes me a little nervous he did not use the digital scratch paper he actually started his answer. What he did he would scroll back and forth and put it in his answer then went back to the answer made it coherent. Only problem I have with that is two fold number one what happens if I submitted it by mistake I started hit submit when I was not done that is my fear don't know if you could easily do that. Never done this. Other thing how much longer does it really take by doing it on the digital scratch paper to copy and paste on your answer a minute or less right. So something to play with see what works for you but I don't want to learn by mistakes he said it worked for him. But taking another student at their word but that would make me nervous just how I am I don't want to be submitting something I am not finished with but something you need to practice, get it under your belt.

Any questions on this essay. A good questions they tested this again on the baby bar more recently with the doll collection that funny but did it on Facebook. So pretty soon will have something on tick tock for heaven sake so same exam but on Facebook. So you see these do come up adjust change the fact pattern it self but funny it was a doll collection but a doll collection but one doll versus multiple dolls like the case. Alright on the multiple choice question the first one someone had an issue with question one question two. With question one, this is a very testable issue you need to understand. We will go through it I will exphraeup the different ways they can test and why they can make a difference. Immediately after his graduation from college in June Adam announced plans to begin law school the following September Mayor in September so starting law school married in September for those in law school I don't think so law school is very demanding. Adams father with you worried marriage during first year of law school might cause him to fail drop out of school. Called him said if Adam postponed weddings plans until after completion would give a cash bonus of thousand dollars and pay tuition. Adam agreed call Jenny to tell that he wanted to postpone. Broke off the engagement.

Adam completed the first year although he earned excellent grades he decided he was not interested in law to continue legal studies. After failing to register a second year of law school he notified warns administrator. Said although no tuition expenses he expected the thousand dollars cash bonus the father had promised. So based on this did we what is the issue. And remember your looking at a promise I am trying to enforce you got to hone in so the issue is whether we have valid consideration isn't it. We look to is there a benefit on both sides. In this case the father is giving up the thousand dollars that is easy what is Adam giving up his right to marry that is a legal right so based upon his right to marry that would be Adams consideration so in this case he would be successful in order to get that thousand dollars cash so that would be obviously your answer choice D. Now where people go incorrect on these th\* or see a similar problem say he promises that he will not gamble anymore. Well in general gambling is what illegal. Or give up drug use.

Well drugs are illegal if it is something illegal that is not adequate consideration that makes sense that will change things. Other way they test this when the father dies the uncle says know what I will fulfill his promise. Oh so now of course where is the consideration on both sides, well again we have it on Adams side but not the uncles so that is a proplgs unless you show reliance right that would not be enforceable. So good issues to look at and once you find consideration fails look to see if there is reliance detriment reliance or promissory to fulfill that obligation that could be your better answer choice so in this case giving up something he legally has the right to do get married he postponed D is your best answer choice.

Question two deals with the UCC says faith the furniture dealer has 500 barrel chairs so 500 at a hundred dollars 5 thousand the manufacture discounted production of these chairs however they were the last ones faith had what is that telling me. You can't get them anymore that is important under the UCC for that reason advertised them at 75 dollars each even though at that price only. The decorator was contracted to provide furniture for a new hotel. After seeing chairs advertized asked ship me 500 chairs at 75 dollars. Immediately received the telegram accept the offer ship chairs tomorrow we have a contract formed don't we based upon contacting her made the offer accepted wrote him back upon receipt will ship the 500 barrel chairs tomorrow e-mailed immediately saying after discussing chairs with the client he decided to cancel the order. On May 7 solid all the chairs. Now remember she is trying to get what. So she has the 500 dollars no 500 chairs that she is trying to sell for 75 dollars what would be the actual damage in that case?

375 right 375 hundred is that correct? Yeah. So 37 -- yeah answer choice B trying to trick me so 375 hundred dollars would be the price but only had 500 of these and she solid them all to elen. So she has nothing left. So her damages would be nothing because she didn't have any other goods right didn't have any owe barrel chairs she could offer. In this case it would be nothing she sustained no damages. If she sold let's say 250 of them to the other buyer then her damage would be 18 thousand 750 would be able to get the contract price right the 75 dollars times the number of chairs available left to sell. But in this case no. In regards to lost profit that is a special damage so have to get general damages first which is your expectation and again she does not have anything left to sell. Now say she sued still had the 500 chairs what would she get.? Would just give her her profit in that case still has the chairs remaining but since she sold them she mitigated the damage gets nothing. How can A get correct if they told you she stills has the chairs in inventory then text peckation the chair amount. But she still has the chair so will only get her profits because still has the advantage of the actual chairs themselves that make sense so this is something they test quite offer in regards to the UCC something you need to be aware of.

Another wear the UCC that could come up with say I told you she is a distributor of barrel chairs solid those 500 but can get 500 more that would raise an issue of loss volume seller. What that means even if they were not the identical barrel chairs that she solid you previously then sold to somebody else like a different car she still had more in inventory as a loss volume seller she would be able to get her profit. But since is there nothing left sorry she gets nothing so make sure you understand that. Next one someone has in contracts question number 10.

Now trick to this one this is black letter law is this basically where they have a condo and pursuant to the agreement wanted gardening service both agreed said they are not going to sign this contract without written permission from the opener Rick so have an assignment you can't assign without my actual agreement. With assignments the courts like the freedom of assign ability so even if the contract says you can't assign or can't assign without my concept they are going to allow it. Does not mean your not in breach but they will allow it unless the contract is quite clear is if you assign there is no more contract but does not say that so based upon this assignment it will be valid even though the party did not consent because the courts like the freedom of assign ability that is what this question deals. Even if it is not in the contract but the contract has to be very specific that you cannot do this right or guess what the court is going to allow it. You can still be in breach but will allow the actual assignment so that is what question ten is dealing with. Question 25 next one someone asked you are going to see these on the multiple choice dealing with minors they will try to trick you so purchased a youed car 12 thousand dollars.

Reasonable rental of the car 15 thousand a month why telling that after owning car for two months the steering failed causing her to collide with a tree. Jessica returned the damage car to ugly demanded the money back but ugly refused to refund the money the court should award the judgment in the amount of so paid 12 hundred dollars for the car she returned the car, right, does not matter it is damaged or whatever she can dis affirm does not matter it is totally destroyed she has the right of a minor to dis affirm the contract so basically should get the 12 hundred dollars back but she has been unjustly enriched you will learn about restitution you might have learned quasi contract fictitious you receives an unjust benefit based on the agreement she received a car for two months the fair rental is 150 per month which would be 300 dollars so her 12 hundred dollars is offset other wise she is unjustly enriched so 900 dollars would be her damage which would be answer choice B. So remember as a minor you can dis affirm the contract even when you reach the age of majority, you can dis affirm the contract within a reasonable period of time. There is one question I don't agree with dealing with the car same thing destroyed it dis affirm the contract. Call four months later didn't -- to me 90 days or less. Maybe but of course once you reach the age of majority 30, 60 days how far do we let you go but the minors option to dis affirm the contract that is something that does come up so those are the three I had questions on from students anyone have another questions on a multiple they were doing they didn't quite understand?

How are you guys doing in regards to your multistates you starting to understand how in essence how they test formation issues or how the statute of fraud is triggered hopefully that is coming to you. Remember when you miss a multiple choice question what I want you to do. Go back look to the why you still have time why did I pick A when it was B like that UCC one why did I if I can full value of the contract I didn't understand the rule if you don't have the goods anymore you don't get the value of the contract. You do have a duty to mitigate in any co contract failure to mitigate an argument I can make against you so I don't have to pay the damages.

So should be studying torts as well as contracts you should be fine tuning torts and contracts next week we start criminal law so I do want you to obviously start working on that breaking that part that is important. Remember start practicing multiple choice daily if you can give me what you can so in essence if you give me ten a day I will take it at least that is something but you got to start doing it owe wise you find yourself not getting stronger learning from your mistakes your in the same boat that is where your frustration kicks in we are at the 60, 70 percent don't want to be there so the more you put in the more it will help. Again your starting to review next week criminal law that lecture next Tuesday going over the subject matter. Certain areas I will point out highly testable such as con conspiracy how do you know conspiracy inside and out the pinker ton rule that we should know relatively cold okay anyone have any questions? If you have more time on your exams need some more exams remember we have the E classes that we do which, tomorrow contracts multistates those are posted for you to so download some essay questions issue spot them look at the model answers see if your getting them. All questions we go over are either baby bar questions or bar questions so nothing that actually on our E classes or baby bar miniseries that Taft creates we take them which the bar allows their actual questions so you get an understanding of how the examiners test you don't want to know how melody tests you want to know how the examiners tests so anyone have any questions?

Guys are awful quite tonight if any questions do come up feel free to let me know shoot an e-mail at Taft dot EDU more than happy to help any way I can. Again please start practicing those multiple choice questions, your going to be doing them remotely as well so what I want you to do download them on your computer start playing with it on your computer. We have different mind sets. You can't mark them up so I want you looking at them on the screen highlight go over that. Also I did do a lecture so your aware how to take an essay on line as well as how to take multiple questions on line I did do that last couple Wednesdays then a week from tomorrow I have another one, the second essay we are doing on line. All that is -- so go back listen to those get a good idea how to mark things up that will help you as well. If you have questions you know where I am at let me know. Keep up your studies I know it is difficult especially if your continuing in law school you want to get this behind you go in there and do well. I tell people the more you do now and pass this baby bar, I am tells you what you won't have to work on cracks torts that is the strongest when students take the bar exam. It is there you worked hard at it and mastered it that is what you need to do okay if anything comes up you know where I am at other wise I wish you guys a good evening talk to you guys next week good night.

[END TIME ]