Taft.

Baby Bar.

Uniform Commercial Code.

Tuesday, September 29, 2020,

PROFESSOR: Good evening everybody welcome to tonight's Baby Bar minute series. Our focus is on contracts. These sessions are recorded. You can go back and listen to the lecture. Taft website, student session and Baby Bar mini series. Any handouts will be there for you.

Tonight is on contracts. We will do overview on the subject matter and give you an idea of how it's tested and examiners are looking for.

UCC. Uniform Commercial Code. That is something that you are responsible for on the Baby Bar and that's why I recommended from the first lecture that you get the gel better to implement that and put in the checklist with contract. It will be on the essay as well as multiple choice. They had tort exam in Baby Bar, predicting two contracts. And one will be common law and the other one is UCC. So be prepared for that.

Contract. When you take your checklist, take in order. Don't take it out of order. Go up to the top and ask yourself, was there proper formation of contract, proof offer, acceptance ‑‑ but you will start with first the issue as formation. So it's rare you take contracts out of order. So pay attention to that.

With contracts question, I do want you to ask certain things based on the facts. Number 1 was the contract made between the parties. Don't make that assumption. Sometimes we will say there's a contract between Joel and Mary and we make assumption that's valid. We can't do that. They didn't tell you it's valid. So you have to go back and prove based on the facts that there is to make sure there's a contract between the parties. If there is a contract, look to see any reason not to enforce it. Any valid defense such as fraud. Between there's something in the contract that parties should not be enforced. And are there any conditions in the contract. Conditions performed? If not, look for excuses, look to see who is bringing the contract. Is it third party?

Third Party Beneficiary or both.

And, of course, if there has been breach of contract what are the available remedies. And one thing you are going to see is pay attention to the call of questions. The call dictates how far to go with remedies and that is something you are responsible for. If the call says was there breach of contract, remedies are not the big issue. Go out the breach of the contract.

What are the viable remedies or can he perform the contract? Performance issue. So you will know based on the call. Look for that call and make sure you answer it.

The first thing in formation you will ask yourself is does this fact dealing with contract deal with UCC? And look to the facts and obviously dealing with transaction of goods UCC applies.

Where people mess up is they feel it has to be $500. That's statute of fraud concept. People feel you have to be merchant. No. $1, UCC consider that good. You both have to be merchant or maybe just one. Example, firm offer. The offeror has to be the merchant the other person is layperson. So there are specific rules depending on what you are classify as. You want to start does the UCC apply. Another area, they haven't tested in a while but something you should be aware and it may come up in multiple choice goods versus service contract. Two rules. Prominent factor and Gravamen test. And what you see is you see goods mixed with services. So does the UCC apply? Prime example I have there is older Baby Bar is poll lean went to purchase in a store and asked how much to install and total price is $500, $350, and $150 to install. What is the predominance of the contract? Good or service? Based on the amount, fence is 50 and installation is 150. (350) based on the fact the predominant factor is fencing.

The Gravamen Test. What's the purpose of the lawsuit. So we have to look to the facts. What you will see is one of them will put you in the UCC the other one won't. The examiner wants you to talk about column first, if fails, then bring up the UCC aspect.

If it applies, see if it is dealing with merchant. So special on the MB, I don't consider myself as merchant. If I have stamp collection and I know a lot about stamps I could be held out to be a merchant because I have special knowledge or skills. Colleges can be merchants.

Next look to see if you have to primary negotiation versus offer. Preliminary negotiation, advertisement. How do I know when that should be construed as an offer? And what you will do is look for the terms. If the terms are definitely, it's valid offer. You have seen on Multistate, and you go through the facts and see, if all the terms are there, then we would find that advertisement to be an offer. So you have to pay attention to that.

Issue as to offer itself. And then you want to make sure that it is an offer, inquiry or offer? If you are interested in selling your home, there's no term, quantity, time, I find that to be mere inquiry. Then termination of offer, multiple choice oriented, look to that to see if you can terminate. I use mnemonic. OLDOLL. Counter offer, lapse of time, rejection, revocation. So that's what I use to help myself.

So these are ways to terminate an offer. So you got counter offer, lapse of time, rejection, revocation, deaf or destruction. Owe or counter, lapse of time, death and rejection and revocation. Sometimes that helps so we don't miss things.

Next acceptance. Before there, I want to know where to place in your check list. Option contract is an offer supported by consideration. If I offer you to buy my car and you are going give me $50 to keep it open for the week, that's open contract. You are paid to have that offer for that stated period of time. Under UCC we have firm offer. And firm offer is where a merchant assures that they will keep the offer for a period of time not to exceed 90 days based on the rules but it needs to be in writing, it cannot exceed 90 days, and you don't need consideration. So you want to make sure you pay attention to that. Even if the merchant offer to keep it open 120 days the court will find valid firm offer for 90 days.

But that's an issue they do test. And a lot of times what I see especially in Multistate, the firm offer wasn't in writing and it's no good. So pay attention to that.

The other thing which we will come back to is we will learn the mailbox rule. Option contract, firm offers don't apply. If you find you have an option on the table you can't argue mailbox rule.

Next is acceptance. What you want to look to is the actual fact. Do I have a true acceptance, do I have a grumbling acceptance, counter offer? You want to break these apart on your multiple choice. I do hope that you will detail the car before you deliver it to me, is that an inquiry or added term? Since he has the language I do hope, it looks like an inquiry to me.

If you detail it for me ‑‑ so one or 2 words can change the issues so break the facts and look for what they are communicating the verbiage is important.

Under acceptance you have the mailbox rule, acceptance upon dispatch. That's valid contract. They will tournament with you on that. You mailed me the acceptance and you call me you don't want it, do we have a valid contract? Mailbox rule, yes, we do. But you have the exception to the exception. So if you come to me tell me before you got your acceptance that you don't want it and I rely it and I sell it somebody else, that's okay. But if I didn't, I can sue you for breach of contract. So find the facts to make sure mailbox rule is the acceptance because that changes everything.

The option of firm offers don't apply to mailbox rules. Under UCC, acceptance in reasonable manner. If I call you and say I want to purchase 50 widgets and you ship them out to me, that's reasonable. You didn't say yes, I will do it. It can be by conduct and verbiage. The big area you have to understand that they like to test is what we call battle of the forms. 2‑207. With battle of the forms you are dealing with additional terms or different terms.

For example, so we come back and offer same example we had up front saying offer to sell me your car for $5,500. And Peter says I accept but I want you to detail it. Under the UCC that's an added term. So common law that's not a mirror image, that's a counter offer, under UCC that's additional term that can become part of the contract unless a material alters the contract. You object it to within 10 days, the acceptance, expressly conditional in your terms the offeror. So you need to make sure to go through what's material. A lot of times you will find materiality is I give up a right. If I'm giving up something big there that's material. On the Baby Bar where you add the term saying you have to reject with confirmery of goods within reasonable period of time. They are giving you timeline to tell me that's not going to work. So that would become part of the actual contract itself.

The other area that's sticky is what's called different terms. There's a different rules, different terms. Majority rule dropout and minority knock out alteration. With the different term. What's a different term. Based on the offer I tell you that you can buy my car if there's breach of contract we are going to arbitration. And then I send back acceptance, okay. But I want it to be litigated in the courts. That's a different terms. I change things. Will that become part of the contract. What happens? The court won't enforce the contract but what terms comply hear. What happens with those terms. They want to enforce them. That's the area I want you to focus on. It's very testable. Multiple choice questions and it can come up in Multistate.

2‑306 requirement output contracts. These are testable. You look to good faith. If you find a contract, I will buy whatever you manufacture. Oh, you can manufacture one or 50, we don't know that's an output contract. But it looks illusory because you don't have to manufacture everything. But we look to exercise of good faith. That's a valid form of consideration. So that is something that is tested and come up so I want to make sure you look to that.

Be aware of preexisting rules. General rule for modification or even contract to be formed. If your contract service performing that's preexisting duty. If you are ever find consideration fails, please always look for the substitute. Promissory estoppel.

These do come up quite a bit in the essay. Has there been valid contract formed? Look to the fact pattern. If the fact pattern states there's a valid written contract, that doesn't mean I leave defenses, that means there's an offer, acceptance, consideration. But there should be defense issues such as providence. That's a fully integrated contract and has to be in writing. If they tell you it's a valid contract, I could have a formation issue.

So defenses can still be at issue. If the facts tell you there was a written contract, it didn't say valid. You are going to look to the fact do I need to prove up the acceptance, offer, consideration or mutual sent consideration, how do I know? If the terms are spelled out for you, they want the long route. They don't spell out to me, contract for cars, I have no mutual sent and consideration.

Your defenses are testable. I want you to spend time on. You have statute of fraud, that's huge. You have marriage, debt of another, which ones come up a lot? The realty, the over one year or contract for sale of goods over $500. You want to make sure once the statute of fraud is triggered how do you get out?

So I want you to look at that. First of all for the statute of fraud I want you to understand that it applies to oral or incomplete writing. And people don't seem to understand that. Baby Bar love to that incomplete writing because we don't know what they are. If you are the merchant and you fax to me order form and I fax back acknowledgment. That's incomplete writing. It's not embodied into one contract. That will trigger statute of fraud. I send you e‑mail and I send an e‑mail back. That's incomplete writing. That's what they like to test.

So once you find the statute of fraud triggered show the reader why. The snowball effect. Students will bring up statute of fraud and talk about sufficient memo in one paragraph. You got to break it apart for the examiner to understand. I will start off with sufficient memo there's facts if not go to the next one. If there's facts and sufficient memo. You can see full performances will work. Go to sufficient memo because they gave you the fact for the reason.

The one that work is sufficient memo and there's a hidden one is estoppel. It works for all five contracts that require in writing and take it outside of exception or statute of fraud, that's estoppel and conduct based on reliance. Why would you rely on something that didn't exist. They will go ahead and enforce the agreement. Be aware of that.

Statute of fraud is testable. Under the UCC it's 2‑201, look it up in your Gilbert code book. There are exception to that like special manufacturing goods. That's something that could come up on the multiple choice questions because we don't know it, right?

Another defense here is mistake. So are both parties in mistake and belief that's mutual mistake versus unilateral mistake. One party.

Is the contract enforceable? That's what's important. So if both parties mistake, one party says nope. Not performing. Unilateral mistake, one party, it's avoidable for the party knew or should have known on the mistake.

Ambiguity. Trait usage, dealing, course of performance. You basically see a fact pattern with multiple interpretations. We are going to look at prior dealing, how you dealt with each other, and standard in the industry. Course of performance.

Providence, know it. So you know it's triggered because you have to have a written contract. So you could not have on the examination an issue of pro evidence and statute of fraud in the same contract. Because it has to be in writing. So understand the rules. It can't trick you anymore. No wrong issue.

You got your illegality. You can disaffirm after you reach the majority and reasonable period of time. In Multistate you go buy a car, you are a minor. So you can disaffirm that contract and they tell you, you hit the age of 18 and you are in a car accident and now you disaffirm that contract. You can do that. That contract is no longer enforceable. But what people don't understand that dealer can come to you for restitution. Are the damages zero? I can get fair value of the car. So that's something they test and be aware of.

Third Party Beneficiary. Use the setup. It will make your life so simple. So you want to look to what contract are we dealing with. And I have my new can, having found a contract A and B doesn't raise right in C as a Third Party Beneficiary.

So what contract you are looking at raise that party's rights. Third Party Beneficiary, the status rises of defamation of the contract later.

You are going to pay me teaching services for $5,000. Why don't you pay my daughter for that? No. That's more of an assignment. So you got to look at that.

Third Party Beneficiary, privity is not required. Show intent, the time creation of the contract. Classify. Was there vesting and what are the rights step in shoes. So Third Party Beneficiary will come up on Multistate questions and it has come up in the Baby Bar. It's something I look for. If you have questions on it, send me an e‑mail. You want to be prepared. Even doing a couple of essay on this year it will make you stronger on this. It does come up on the Multistate because they are tricky how they test. Sometimes you can do assignment/delegation.

Assignment is a right. So benefit you are receiving under the terms of the contract.

Delegation is obligation. What you have to do under the contract. When you have an assignment you want to make sure the right is assignable. Existing right and what is valid.

Contract says you couldn't, the courts like the freedom of assignable. So they will uphold that assignment. But if their specific language that makes it very clear, if you do this there's no contract, then obviously you can assign it. Any assign of this contract make this contract null and void. That's clear versus you can't sign this contract without my permission. Duty. The obligation. You want to make sure it's delegatable. I want you to understand on the Multistate, they will say the parties assigned the right. Up to you to read that fact pattern and see what transpired. Was there just actual assignment or was there an assignment and a delegation? They are not going to give you the term, assign and delegate it. That is your job to go back and look. I want to make sure you are prepared for that.

In regards to the assignment, go back and figure out based on the fact pattern what were the rights and what were the delegation and see what they transfer between the parties.

Again, we will issue the term assignment. Not nice but that's what we do and how they write the exam so make sure you understand that.

Before I move on to conditions, I want to make sure you understand how I can test you through what I call the third party through the backdoor. If you and I contract for teaching services, you are paying me and I don't want to do it anymore, I assign my rights to dean Strauss and say he is going to do it and I'm giving him the money and obligation of teaching the assignment, the benefit is the money. The obligation is he's got to teach. But let's say in regards to that time when he and I agreed that he was going to take over for the teaching, he told me that I need to pay his daughter half that money. Now we go on. He stops teaching. You are upset and now you bring a lawsuit. If you bring a lawsuit and you have to map this out, we had melody and student and melody assign and delegated to Diane Strauss. No one is performing. Student wants to sue me and dean Strauss. You can sue me under the original of the contract. How will you sue Strauss? You have to prove up the assignment and the delegation which gave you right to the Third Party Beneficiary to sue. So you have to looks to who is suing and why. Let's say I'm not paying the money and Strauss's daughter suing me, it's under assignment delegation and not Third Party Beneficiary. So you have to look who is suing and why. So for that I map it out, diagram. Type it out and look at it. A and B, horizontally. What we should be focus on in that case is assignment and the delegation because that is a form of the contract. Be sure you are aware of that.

Another area is condition. Express condition which has to be state in the contract. So if there's any way to bend it to be an express promise the court is going to do it. Time of the he is assess clause that's express condition. Done by June 1st you might argue that but it didn't say and make it clear if I didn't finish based on the June 1st date, we have no contract. The court will argue that is an expressed promise.

You have implied in law. Constructive condition, or implied in fact. When you find an express condition and it does exist see if it's person or excuse performance do not jump into the implied yet. If you see there is express condition, look to see if it's performed or excuse the performance. And go back to argue implied in law condition, and once I satisfy or show that condition exist, see if I can excuse it. With implied in fact, you can never excuse. Either you do or you don't.

If you hire somebody to paint the interior of the home and they paint the walls, it's implied that you do work like manner, you are in breach. It's implied based on the facts.

Your conditions for exam purposes, you got express implied you have excuse for performance and I want you to look for two or more. Ones that go together. Impossibility, impracticability and frustration of purpose. Those have the tendency to go together. If you see one, there's other two.

Impossibility. Objectively impossible. No one can perform. Would impossibility excuse my performance, the answer is no. Somebody else can teach versus we can use COVID. That certain contract can't be performed because of the state mandate. No one can do it.

In regards to your impracticability, we use the ten times rule where to enforce the agreement will cost me ten times more than I'm making. Gasoline for example, and I could anticipate hike or increase so it's commercially impracticable to honor my contract I'm negative $5,000 if I go forward with the contract.

Frustration of purpose. Unforeseen event. The key there is your purpose must be known at the formation of the contract and generally it's not. Never discussed. So usually that doesn't work. So I want to make sure you are aware of those.

Another area is refutation based on express verbiage and voluntary disablement is based on conduct. If I contract with you by your entire output bolts. And we are in a contract and you decide to sell somebody else your entire output. And you called me you are not going to do it, you volunteer repudiated and you told to somebody else. You voluntary to disable yourself as well so you can't perform under the terms of the contract. So generally those two go together.

Do not argue as an excuse for express condition. How you see substantial performance, you see 90 percent perform. That's how you tell. We don't tell that to the reader.

And look for can you be reimburse you didn't receive. It's not just. You also have wrongful prevention.

The other one is divisibility. With divisibility they like to test this on the Multistate with installment contracts.

Well, I contract with you to buy, let's say, 500 pounds of meat a week. Breach. The contract is divisible. Divided by price and units, wait. Was it bargain for as a whole? And it was so that contract would not be divisible. Versus on Multistate you see contract to paint the house, then afterwards can you paint the barn, and can you paint the fence, that can be divisible because I wasn't bargaining for the whole package. If I was, no. It's not divisible.

And estoppel is based on reliance, and you have your waiver.

Waiver is voluntary relitigantment of known right. It has to be something you are aware of and you are giving it up.

On Baby Bar, I find some flooring that I'm contracted for and I can't get it so I offer your better superior brand that cost me more money and if you say yes, you waived it. You say okay this other one okay substitute so you waived your right. You voluntary knew you are waiving that provision based on the terms.

Now, with your conditions make sure you understand when they are at issue. When they are at issue, I want you looking for multiple ways to excuse that performance. Don't just bring up one. Look for multiple ways.

The other thing I want you to practice is when I have to talk about conditions versus when I don't.

Look to the call of the question. If the call of the questions says was there valid form to contract? Not getting the conditions. Was there breach of contract and what the remedies? I might have to talk about condition in that call. If I cannot tell go look for performances. If the answer is yes, then absolutely there's issue. If the student doesn't talk about the condition because you miss issues and excuses probably at least two. So I want you to look for it. Practice issues spot exam and come back to it you will realize, this is how it's tested and what I know it comes up in a fact pattern and I need to communicate that to the reader. It's really important.

Now, next the checklist is probably breach but we will not get there yet.

Unfortunately we need to know UCC. So before my breach, I put UCC terminology. Warranty. UCC, you have warranty of title, express implied warranty just like you learn products liability for torts. That does exist under UCC. Express warranty. Implied warranty merchantability.

Alternative A regards to anybody foreseeable. B, natural person expected to use the product. And C person or property. That's something that can be tested warranty hasn't come up for a well. It does come up for UCC for final exams in law schools because students tend to do not to do well. So it's an area you are responsible for so be sure you go over it.

Warranty regarding title, affirmation, description, sample. If you ask me to send a sample of box but it was a beige light color with black box. You order it and I send you black box. Based on sample you can argue that's express warranty as to what you show me. You can have express warranty based on the sample, description of the actual product itself. You have your implied warranty of merchantability, similar to products liability in torts.

These come up on the Multistate and it could come up on the essay so be aware.

Another area they like to include is exclusion of these. So in essence, you have mere puffery or excuse of warranty. I give you express warranty that this car will last 100,000 miles and sit down to contract and I make you sign a provision. That's a no. I can't give something and take it away.

Another area I want you to know is you have your FOB terms, your FAS terms, your risk of loss. You have your shipment and destination contract and assurances and auction with reserve, without reserve, they test these on the Multistate. You should have received from me UCC Code Sections listed out for you to go through and look at them and make sure you know where they fit in your checklist and ideas what they are. Because you are responsible.

Another area that they like to test in regards to I call it remedies. Seller's remedies and Buyer's remedies prior to acceptance of the goods of after acceptance of the goods. When a they say is prior to acceptance. You are on formation. The terms means did you accept the goods. They also have in regards of conformity of goods. Cover. Can you cover, cancel, and stop the goods in transit. These are all terms that you are responsible for and to go through for the Multistate because they will be there. Have they tested on the essay? Yes they have. No surprises. If you have questions, let me know. Go through the sheet I sent out and make sure you understand what these terms mean and know where they fit in the scheme of life. In essence, if I say you will be tested on warranty, you will put before my breach. I don't want to do it after breach because I might have the wrong parties. So it's important in terms of hierarchy as to where things fit. Look at that if you have questions, let me know. But you want to squeeze the UCC stuff in your checklist. So if it is triggered you know where it fits and how to communicate it to the examiner.

Breach. Present breach and anticipatory breach. What they do test on the multiple choice question is anticipatory breach. The fact patterns telling you something and you want to know can you sue today, now? Prime example. You hire celebrity to perform at New Year's Eve but she calls she can't do it. Can you sue over now or wait until she shows up on New Year's Eve? The contract says you can sue now. If it's not executory stages, you must wait.

The confusion is people don't know what executory stages means. If the celebrity starts the performance it's not executory stages. If one of us performed it's not executory stages. If I hired the celebrity to performance one of the three agreed upon, it's not executory stages. She partly performed and I paid for that service. If she started, it's executory stages. If both start, it's not. And that is a very common Multistate because they know students have hard time with it. Everybody can we?

All right. Remedies. You have general remedies, special, rescission, restitution and specific performance. As I stated earlier in this lecture, you will know when this is being tested. Is there valid contract form? What are the specific remedies?

Can I enforce the agreement? That open the specific performance.

So you want to pay attention to that.

Two areas. You got your general damages, the expectation of the contract. What did you expect

Special damages. The key with Halle versus dale, it's foreseeable at the formation stage. If not, you are not getting it.

So that's a problem. If it wasn't foreseeable. COVID, that's not foreseeable. But what do we contract for? If you contract, let's say you contract for a well to be built on your property for drinking water. And you start planning this you use the well to water and you are suing because you lost your apple crop. Lots of special damage. Was that contemplated for? It was for drinking and not crop water. So you would not recover for the special damages. And this is the area that they like to test because they don't understand the rule because it's got to be foreseeable in the contract.

Another area is speculation. Meat market and you don't deliver the cooler I need and I open up fourth of July and I have bad meat because I didn't get the cooler. I didn't get to sell it. I lost money. You are a new grocery store. You will not get the special.

Rescission. It's rare that we ask for that.

Reformation. There's error in the contract or mistake in the contractor's bids that does come up.

Restitution prevent the unjust enrichment.

Someone asked me last week. And a prime example would be, let's say I tell you a product. I go to your antique dealer. I have a clock and I don't know the value.

It's $500.

I want it. Sell it.

You knew it was a vantage piece worth $5,000. And you buy it and sell it.

If I sue you for general damages, what am I going to get? I want restitution. I want to take the unjust enrichment that you received based on not telling me the truth. So that's restitution.

The other thing is specific performance and specific performance is dealing with I want you to force the contract. Specific performance has come up on the Baby Bar. They don't like to enforce services. So if you want to enforce me to build the house, they don't like that. Unless you are the only one who can build the house. So this will come up with unique goods, sell of land, contracts. But to force someone to cut your hair or build your house is a rarity. Generally they don't mandate specific performance. It's an equitable remedy. I can't buy my way out of it.

Example is I'm a seller of the house, you are buying my house. You decide not to buy it and you back out. If I sue for specific performance, will they award? No.

If I reverse on you and back out on you, money will make you whole? No. Lands are unique. You got to look who is suing and the why. That's important.

So that's your contract shall I say in a nutshell. Please spend time to go over the UCC aspect. I feel that's hurting a lot of our students, most schools don't teach in first year. We get hurt and they test it.

They are getting meaner where they are testing more and more knowing that students have not covered it. And that makes it difficult. Students are learning on their own. I would recommend that you have the Gilberts for UCC. You can use it in your fourth year but that will help you in this up coming exam.

The Third Party Beneficiary exam shoot me an e‑mail if you want more information on that

Contracts is methodical. They can't hide anything from you as long as you are looking at the verbiage and the fact pattern of breaking it apart. I want you to pay attention to that. You will be doing this online. I want you highlighting your fact in breaking that apart. You are focus on what they are trying to communicate to me that's important.

This is not an easy test. But the more work I put in, study smarter. And means I start plague with it and understand the concept will come up and how to write them and understand in regards of the Multistate and see my scores going up then I have a great chance of passing this. But you can know all the Black Letter Law there is and still fail. How is that possible? Because it's all about application. So that's why I want you to dive into there to do the exam and do the multiple choice questions. If you don't you will get hurt and I know it's tough. You have to curve out the time and practice those.

You will be sent out tort questions and multiple choice questions to look at for next week's lecture. I recommend that you write it. Send it in and I will look at it. It's a 5. A natural Baby Bar exam. It is something to get your feet wet and get an understanding that you are seeing the issue and lay them out to the examiner. They give you 3 minutes. I have done the calibration. I'm reading every sentence. I'm reading the whole thing. You do as professor, you read all the work. They don't, they look for key things. You got to make sure you lay out your presentation for them so they pick up.

The statute of fraud. No snowballs, show me how you get it and head no exception. I don't want them to miss it. If they are reading that quickly I can't take that chance.

Any questions for me? I hope this gave you some good insight for the UCC. That's the concern I have for you guys right now. I want you to review it. If anything comes up, let me know. During your presentation, if you have questions, shoot me an e‑mail and I will be more than happy to help you. If you have no questions, good night. Look for the e‑mail with the contract essay questions as well as multiple choice questions, please carve out time to get issue spotted to see if you are seeing the issue, it's a good testing too. Good evening. Good night.

(Event adjourned at 6:53 p.m.)