CLASS: BABY BAR

LOCATION: REMOTE

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6:00 PM – 7:00 PM

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>> PROFESSOR: Good evening everybody welcome to tonight’s baby bar machine any series tonight focus is on the gray tort question that was sent out to you. I hope you had a chance to look at it. And issue spot it and ‑‑ these sessions are always recorded. For your convenience you can go back and listen to the sessions they are located on the Taft web site in the student section and once you go on the baby bar series and everything is there for you and multiple-choice questions are there for your convenience as well. If you have questions feel free to post in the.

>> PROFESSOR: Since you will be taking the baby bar online now, we want to develop good habits. It is a little bit different and something I would highly advocate to start practicing in regards to reading the hypothetical. Like when I e‑mail to you. Read it on the computer. You are not going to have a hard copy of the cam nation. We have to get used to the testing environment. That is something important and I will highly advocate for you.

Before we jump in to the essay. Again, the one thing I want point out is the wave of the future is taking examinations online and what students don't understand it is not that easily unless you are trained that way. Because we get used to reading the exam. Circling facts and breaking with apart the call and stuff like that. This is something uh‑uh need to get used to looking at your computer screen. One thing you have an advantage of you can highlight. I recommend to highlight key facts and the call to question and make sure you understand the call to question and break that apart. That is important. Because again, if you don't look at the call and understand the call. And answer the call. Obviously, we are in trouble.

On exam day you had log in and you will be provided with a password and of course you will be told to get ready to start and once you log in the exam will pop up for you and you want to read the examination and remember you are going to start with the call to question. For the baby bar tonight, we know it is torts. They are not going to tell you the sub t matter. It is something you are going to have to determine yourself based on the facts. A lot of the time the call of the question is going to give it away. I want you to read the call first and once you understand it is torts. And the you can write out the checklist on the virtual scratch paper there. And get your mind set, set on torts and when you are reading the facts you are in the tort mode shall I say.

Once you read the call to question you are ready to review the essay question and again mark up with the highlight. Key facts and break it apart. And again, you will have digital scratch paper and not a hard piece of paper to write on and what you can do is cut and paste. Unfortunately, you can't cut and paste from the essay to the scratch paper or from the essay to your answer but you can cut and paste from the scratch paper to the answer you are creating. You will also have access to spell check and I recommend to use it. Obviously because you want correct spelling.

Once you begin reading the examination and you have a good handle on it and understand what it is asking and you are marking it up and ready to start outlining the exam. This is crucial. A lot of students don't think they have to outline. The problem is if you don't outline a lot of times, we miss issues you are not giving yourself a chance to reflect on the facts. Wow t the fact there is no issue. If you think about the facts and break it apart obviously you are going to do a little better. On the baby bar you are going to be administered one essay at a time. On the baby bar you are given one essay at a time. One hour to complete and a break 15 minutes. Sign back on. Essay two. Given a break and sign back on and etc. And that is how the exam is administered and the essays are conducted on the first portion of the exam. On the Tuesday it is in the morning you have the essay and the multiple choice in the afternoon.

So, student saying have you issues copying and pasting and kept deleting your work. That is something I am not sure as to why. That could be the software and something we will start to practice. The other thing I told students to do as well is maybe try and copy and paste. If that is not working for you. To open up the document that you are going to use for your answer and outline there and scroll back up and make complete sentences.

If you find cut and paste doesn't work. Use the document you have as the exam answer. Make that the outline and then go back up and make a complete answer choice. That is a recommendation I will give you. So obviously you can outline and think about the facts. If you are not thinking about the facts, I am going to get issues by you and that is going to be frustrating to you. It is important.

In regards to the exam. What you see on the screen is what you are going to get. The exam boom is going to be there for you. Online. First step I told you that you are going to read the call to question. The call to question gives things away and this call says what theories. Might the injure milk consumer recover damages from and what defenses should they participate in an action against and lays out the three for you. Raincoat. Farmer Jones. And big food. By reading the call of the question. Do I have a good idea as to what the subject matter is being test and had the answer is yes, I know it is tort?

The other thing I know and this is true for the bar examiners. The verbiage they use. I know it is products. Just the names they chose. You can get use to that too. Knowing it is a (Indistinct) liability exam and seeing the call sig theory’s what three theory’s I told you last week are there? Negligence. Strict liability and tort. And applied merchant liability. I know the issues. The call said theory’s and I addressed three L. this is damage. General special. Go look for anything else. What defenses. Two or more defenses. But remember defenses can mean what? Defenses can mean true defenses. Comparative. Assumption of the risk. Or it could be counter arguments. So, you have to be aware of that. It can be true defenses. Or counter arguments. If you read the facts and no defense that is working don't make it fit. There has got to be a counter argument there somewhere. Break it apart and go through it.

Once you read the call of the question and are a general idea you are ready to read the fact pattern one time through and the second time through this is where we start to mark things up. We want to pay attention as to what they are telling you.

Again, what theory or theories. I know two or more. Damages two or more. General special. Defenses two or more. Which again, can be true defenses or, and arguments. Okay? Let's go through the facts.

Grain co purchases grain from farmers each fall to resell as seed grain to other farmers for spring planting. Grain Co. is purchasing. They are what? A distributor. Because of problems presented by parasites that attack and eat seed grain which stored for a few months. Grain company like all grain dealers purchases grain with an invisible mercury chemical for the para sites.

Like all seed grain dealers. Common done in the industry and it is a good argument. And they treat this with invisible mercury-based poison. Again, it is invisible. How do I know what it is what? I wouldn't know. It is a problem and I can't see it. It is grounds for trouble. And says further grain company sells the seed grain loose, but the truckload to the farmers who will plant the seed the grain company sign displays seed grain not for use in food products. Again, where is this disclosure and I want you to think about it. The disclosure is on the truck itself. What is the problem with that? Who reads trucks? Sometimes you see a truck driving down the street and it says something. Does that mean what the truck is or they are advertising. People buy and sell cars. We don't know. It is something again I can make of what? A counter argument. We are looking for counter arguments if we can. That is important. Okay?

Next farmer Jones bought a truckload of the seed grain from grain company. She was present when the seed grain was delivered and supervised the grain company employees who unloaded the seed grain in to the silos. What are we looking at? I am there. Help you. Supervising. Should I have seen the truck display sign saying seed grain not for use in food products? That is the argument.

She then used some of the seed grain to sow her field. When she found she had seed grain left over she fed to her dairy cow. That is a problem. Dairy cows produce milk and obviously the seed grain is not supposing today be used in ha milk product. Farmer Jones sold the milk to dairy cattle big food stores. And the people who bought the milk became ill and the CDC a government agency that investigates outbreak of illnesses. Determined mercury poison was the outbreak of the illness. We didn't have to determine if it was the milk or not ‑‑ CDC trace it had milk to the milk that farmer Jones gave to them.

Theory. Milk consumers. Recover damages. And what (Indistinct) anticipate against whom.

What is the first thing you will do? Outline. Milk consumers verses grain company. Remember this is products liability. And under products. Go through the inner checklist and for one that shows up on my checklist is battery. Is there a battery that can be argued here? There is no intent. To see battery tested in products exam you have to have some type of knowledge here. I don't have that here. The next step I go through negligence. It is the same we learned about element wise. Duty. Breach. Causation and damages. And the rules are a little different.

In regards to your duty as a manufacturer or distributor you have a duty to inspect. Discover. Correct or warrant any known defects. That is a duty of a reason prune person. As a manufacturer or distributor. As a distributor or manufacturer, you have a duty to inspect or discover ‑‑ and you owe the duty to any forceable futures. In this case grain company owes no duty.

Now under breach this is where we type the defect. And the general rule is always look for two defects if you can. The first one I found is a warning defect. Did you adequately warn and if you go back and look at the facts that the mercury based chemical on the seed which was poison nous could not be used in a food product. Was that an adequate warning. Because you are displaying on the truck. And now you make the argument. I don't think that is an adequate warning because again, people don't read. Have it on the bill of labeling and have the farmer sign it.

Design defect. Why? The facts ‑‑ it is invisible. They tested the exam similar twice on the baby bar. Invisible I can't see it and can't detect it. They did this with a banana peel sprayed. I can't see it is treated. Since it was treated with a mercury based chemical. How am I able to determine that the seed was treated? Verses the one that wasn't and I can mix them up easily. That is human nature. And maybe it should be a bright and neon orange.

Did you fail in regards to your design defect. I find in this exam outlining two types of defects. The warning defect and the design defect.

Next, I got my actual cause. With actual cause you have two wrongdoers a student had a question in regards to is this the same butt for test on the negligence. It is but, remember you go to the inner checklist with actual cause. Inner checklist you have for the test. Excessive tort teasers. And have the concurrent (Indistinct) and substantial factor. In this case we have multiple and I will talk about successive tortfeasor.

For the failure of grain company to adequately warn or design ‑‑ as well as what? Farmer using in the milk. Right? But, for their success in negligent conduct. The milk consumers would not have been poisoned.

Remember with excessive tortfeasor. I have what? Two independent negligent actions. Which cause the negligent result or cause the result. The negligent act of raincoat nards to selling poison not warning. And have farmer Jones selling the milk. But for independent ne negligent acts. No consumers would have been poison and got seriously ill. That is the actual cause and approximate cause is foreseeable. In ‑‑ use in a food product and end up getting sick. Consumers consumed the milk and got sick. It is forceable and farmer Jones was negligent and negligent is foreseeable and won't cut off grain company liability and your damage is pain and suffering and special damage. Medical expense or loss of income.

I go back to the call and address a theory. Negligence I addressed damages. And I addressed general and special. That is important right? It is in the call. What is also important and you will see on the baby bar. They will give damages in the call but guess what there is no facts. They don't want you to talk about it. They want you to forget. We are going to talk about it. It is in the call of question. One line it. No consumer can get pain and suffering and damage to the property. But the call told me I to address that issue.

I look at the call and it says defenses. Now mind you. Who is suing? Milk consumers. And this is where I get frustrated with students because they panic. What did the milk consumers do? They bought the milk and drank it. Did they have any knowledge that third‑degree been contaminated the answer is no. No negligence or assumption of the risk. What it is counter arguments. Have I address add counter argument. In this case two. Frank was blaming who? Farmer Jones. So, I brought up excessive tortfeasor’s nard to farmer ‑‑ with identification what you are doing here is trying to show I am a defendant and somehow, I got looped in here. But aim not the primary responsible party that caused it had result. In this case grain company is going to say they are second dare liability and therefore I should get indemnity and go after farmer Jones since farmer put it in the milk being contaminated and had if it doesn't work. Indemnity and contribution go together. Contribution is according to fault. It is not a theory of contributory negligence or comparative. What it is we have joint tortfeasor and both responsible but let's apportion to what we did. It come up with tortfeasor and that is when you know you have an excessive issue and an actual cause problem. If you saw edification contribution and didn't have a cause issue go back and look. If you saw excessive look at it again. It is testable on a products liability law sought. If this was general negligence you might not see indemnity contribution. If you are seeing actual cause issue. Successive. Concurrent. Look at the contribution edification those are issues. You know I am comfortable I am answering the call of the question. I addressed theory and damages and defenses for counter arguments and of course edification of contribution.

I go to the next three. Remember on the checklist the next three is warranty. Express warranty. Applied warranty merchantability. And applied merchant for a particular purpose. Remember in every liability exam when the call says theory’s you will have an issue of applied merchantability. In every product that is sold. Unless a disclaimer. That you are representing the products in the quality and use. So, when grain company sold the grain with the improper and design and adequate warning and ended up being used in a food product it wasn't fair and average in its use. And then after you show the warranty. Causation. Discuss supra. Because it is the same plaintiff. I can supra my damages. Because it is the same party same plaintiff. Same defendant. I won't talk about it twice. It is the same discussion.

Before I go to the next theory. In regards to o express warranty there is no representation here. Nothing is stated. The way you see an express warranty you have to see some express representation. Either early or something on the milk product itself. Best. Safest. Milk. Whatever. Something. I don't see that here. If you do see express warranty. Remember ‑‑ implying warranty of fitness and particular purpose they go together. Because you are making a representation. Those two go together. If you see one look for the other. Not here based on the facts and I am safe to go where? Strict liability and tort and remember with strict liability and tort if there is a defective product placed in the stream of commerce. If it is defected you are liable. And grain company failed in this case to adequately warn of the defect in regards to the seed being contaminated with the poison. Mercury based and didn't disclose that. And ended up farmer Jones fed to her cow and ended up in the milk and made the consumers sick. And my cause sags and damages and I supra back.

That is what I see with grain company and I go back and look at the call. Theory’s. Three. Damages. General, special. Damages and now I can go to call number two. Let's think about it.

A design defect would be inherently dangerous in the design. We talk about in this exam. A warning defect as well as design defect. There are two defects in this one. The warning defect was because of the labeling on the truck. You know they wanted that. Design defect came up because it was invisible and you would argue both. When I get to the other theory, I weave one or the o other in. Both are an issue and we talk about the both under breech under negligence. So yes.

Next lawsuit against who? Farmer Jones. What does that mean? It is products. There has got to be something a little bit different. It cannot be exactly verbatim. If it is probably made a mistake.

We are going to the milk consumers against farmer and what is the theory. Negligence. Farmer Jones produced the milk they drink and as a farmer you have the duty to inspect and discover. Did you breech? You sure did. Why? Manufacturing defect. This is the difference between grain company and farmer Jones. Because this is a defect in regards to faction. It is a different kind. For cows produced milk previously it was fine. Now the milk producing is contaminated. We would argue in this case a manufacturing defect. Make sense?

Then of course causation. I have excessive tortfeasors. And proximate cause. Feed the seed grain not edible in food and your milk can become contaminated. Or take the causations and damages back the way it works here. By the way you address in call number one with grain company and go to the next theory. The reason I can get away with supra because it is the same plaintiff. If it is a different plaintiff it is not going to work.

Implied warrant merchantability. Farmer Jones manufactured the mill and can sold the o consumers and it was a manufacturing defect and the product is not fair and average use and she is on the hook and causation damages and supra. And strict liability and tort. It is mercury poison. You put in the milk and didn't warn the milk consumers and you mixed with the feed this you fed your dairy cow. So placed a defective product. Strictly liability. And causation and damages in supra. Go back to the call. Theory. Yes. Damages. Yes. Defenses. Counter arguments. So, I feel comfortable in answering the call

You can see in the exam there is no true what? Defense. Right? And it is frustrating you will see students make it fit. Contributory negligence. They didn't do anything. It is a waste of time and a nonissue and doesn't bode well with the reader. You want to be careful.

Next, I got milk consumers verses big food. What is the difference here? Big food is a retailer. What do we know? They have a duty to inspect and the discover and correct any known defects? No, they don't. They have a duty to offer forceable users what? They have to be aware there is something wrong with the product. Or to warn them or to take steps to prevent it.

In this case big food owes as duty. As a retailer to do care to correct any known defects and nothing in the fact pattern that tipped them off, we should be aware of this. And did they breach? The answer is no. This is what we call the sealed container doctrine. When a retailer is selling something and doesn't t open it will relieve them under liability only under theory of negligence because they don't have the responsibility to open every package to determine the product is not contaminating. That is called the sealed container doctrine and it is something that comes up in products and does come up on multiple choice questions. Have you to pay attention to the facts. If I gave the facts they can tell based on the packaging or had some type of notice everything would change or if they altered that. You will see in multi‑states with a jet ski or RV and someone alters it. Changes the whole story. You buy a truck with a camper shell and then get a custom size and it is too heavy for the truck and the truck topples over. They altered the product. When you go after Toyota you altered the product so they are accountable.

Big food does have a duty. Have a duty to correct and care any known defects associated with the sale of milk. I go to breach. Did they breach? No. Because of the sealed container. If you want to knock out under duty as long as you brought up sale container or no notice or didn't know of the defect. That will work. I stick mine in the branch and you will see some answers weave in ‑‑ as long as you make it clear to the reader. They didn't no. And had no way of knowing. Guess what? No liability.

Sorry. Big food. You are responsible. Why because you are selling the milk? As a retailer the product is supposed to be b fair and safe in the use and it wasn't.

Now at this point you are running out t of time and I am getting sloppy in analysis. Strict liability. You are liable. In this case big food wants indemnity. In order to get off of the hook and has how lawsuits work anyway. If you are not responsible you bring in the party that is through edification so they are taking over the case and you sit back.

Which make sense a lot of this is based on policy if you think about it. You go to a store called world market and they buy food products in China and all kinds of stuff from all over the world. If I buy something manufactured in China and it is defective how do I sue the people in China? Good luck. What law applies. That is why we have this necessary sense to protect our consumers. In this case obviously we will market probably contract with the person in China and the contract has flaws in how they litigate a particular issue like this. If they are smart, they will. That is common. It is all about connecting the consumer from injury.

You see how I outlined. In the outline I showed you I wrote out a lot. I wrote out strict liability and actual cost. You are going to use shorthand. People ask what AC means. That is my shorthand. Get to know your own shorthand.

If I actually outlined and I am going to go back up ‑‑ on my paper. This is supposing today be the exam answer. If I was going to do that. I might write out ‑‑ negligence. Duty. What I do is come up here to the outline and that would make this a coherent sentence and get rid of it in the outline format and this is what I end up submitting after I make it complete. The other safety to do that if I do this. Is what we call issue outing. He issues outed on the bar and didn't finish one essay on the bar exam. If you are running out of time. And have an issue there. The reader can give some points there. Not something I recommend. It works for some and not others.

But if you decide to outline on the exam yourself and go back and make complete sentences you might get in there. And get some points. Verses in the old days.

Now, let's look at the model answer. I note the call. Milk consumer verses grain company and you can put one and ‑‑ milk consumer verses grain company I would recommend it. I would probably not give the rule for negligence because the headnotes duty. Breach. (Indistinct) approximate cause. Show you know I know the rule. The products liability this is a racehorse exam. And this isn't the worst I have seen. (Indistinct). I don't know if you have seen that one. Because there is a lot of defenses in the exam. To get through in this in an hour it is tough.

In regards to the duty you will give your rule of law and explain how grain company sells the seed grain and sold to the farmer and have a duty to inspect and discover and warn. And did they breach? Yes. This is why sub head. Warning defect as well as design defect. I want the reader to see the defects and not be buried in the analysis of breach. They read these quickly. I promise you when I did the calibration 1 to 2 two minutes. I was the slowest one and I read everything. They didn't. They know what they are looking for.

They are looking for key things and I want to lay out for them and make it simplistic. If I am reading in a minute or two. I am m not going to look in the analysis. Will let the reader know and work on the communication and I tell people keep it simple and separate out form.

The warning defect here and you know based on the facts it is a warning defect. How do I know that? They told you what is stated on the truck. Seed grain not for use in food. And it told me how to talk about the warning defect. And again, grain company is going to argue they did give adequate notice and there was proper warning. And milk consumers can say no. Just because your truck was label that is not enough. You needed to make it clear to the farmer look, you cannot use this. And maybe have them sign the receipt. And have they did get the notice.

Design defect inherently dangerous in the design. Good argument. Wait a minute everyone else does this in the industry. Doesn't make it right. Like back in the old day’s cars didn't have a seat belt. The issue is a design defect. Sure why? It is invisible.

If you treat it why didn't you make a bright neon orange. Or some color to pop. I will know it was treated with the chemical. Excessive tortfeasor. But for grain company and but for farmer Jones. I want to say farmer John's. Farmer Jones.

You would talk about successive tortfeasor and they are the approximate cause. Again, is it foreseeable and you don't adequately warn me and you have based on your design. If you want to elaborate more negligence of a third party is forceable. You can say farmer Jones is (Indistinct) however it is incorrect and independent of grain company ‑‑ but it is forceable whoever you sold the seed too if there wasn't proper notice it could go in the food product.

General damages uh‑uh have a strong rule their R. damage damages that was from the tort and here in regards to pain and suffering and your special damages.

Next you go to the edification again and grain company will argue. Farmer Jones what? (Indistinct) cattle. I had a sign that said don't p put in food product. You are the primary responsible party here. When you didn't give farmer Jones adequate notice. Indemnity in this case is great. You want to argue both sides. I can't point my finger to view farmer Jones. Grain company you didn't tell me. This is a grey area you will fall back on and contribution again we proportion according to fault. If grain company is 40 percent and Jones is 60 percent that is how it is proportioned to fault.

I answer the call and going back to theory’s and implied merchant b‑ability. And is the product fare and average in the use. But it is contaminating and had you have a poison. Not fair and average in disregard and use and it can't be used in a food product and damages and (Indistinct) supra. Strict liability tort. You are a commercial seller. Grain company you failed to adequately warn as well as design with this invisible based mercury poise and you are strictly liable even though farmer Jones is the one that put in the food. Causation and damages. And the next party in this case would be farmer Jones.

There is a lot here as you can see. The other thing talking about implied merchantability. Has to be fair and average in use. Look for what the product is intend to be used for. They have (Indistinct) cold drink blender. I always say a chair. How many use chairs and ladders? With the blender. Since it is a blender can you foresee me using it to make hot soup. It is a blender. You will know based on the facts if they want to make the argument.

Consumers verse farmer Jones and again call to duty to discover or infect known defects from the milk. Did she breach the manufacture defect because it is different in kind? Manufacturing defects don't come up a lot. But if it is different in time. It is a manufacturing defect.

In regards to the first year final. You could have a product if that is what you are asking absolutely. Actual cause and proximate cause and damages.

Remember what is (Indistinct) most torts whether law school or baby bar. I told you last week products with liability are highly testable. And the other area they like to hit defamation. This is the three main areas. If you see defamation you should think of false light in a public eye. If you see defamation done intentionally. You can think about stress.

(Indistinct) causation and defenses. Very testable and negligence I can test in such areas. Duties. Violation statute. We have to break that part apart. Highly test b and will the checklist come up on the multi‑states.

We do have the applied merchantability. It is contaminated and supra back causation and damages and strict liability you sold with adequate warning was contaminated with this mercury-based poison that became sick and causation and damages and the bar ‑‑ make sure you are using it right. The other one is infra ‑‑ and I don't know if you know what it is. I had discussed later. Do not use that unless the call dictates. It is like why not address now. The other time I will bring it up. Say it is a criminal law exam with conspiracy but I am (Indistinct) I can't bring it up there. Because I am talking about a different party I am imputing to.

Milk consumers verses big food and looking at negligence. What is the difference? Have you a retailer. Unless the retailer has knowledge and they do test on the multiple choice. If there is anything to hell you, they are aware. One with the airplane engine and a couple of bolts and just in a crate. You should give notice. And then the breech is sealed container doctrine and so you are done. That is what we call an absolute. And then go to applied merchantability. At this point you are looking at the clock and have five minutes left. And the product is not fair and average use. Contaminated with milk and supra back and hit the strict liability and tort. Product defective. And in place of commerce and you are strictly liable. You want to get to edification. Because they didn't do anything. The primary company in who? Grain company. And supra back.

Again, products obviously are something that you do want to be aware of and highly test b and will does come up on the multiple choice and it is something I want to be aware of. Because then they are going to play with you there. The other thing in regards to the multiple-choice questions is sub issues or the elements that you want to pay attention to. As I recall the November exam had (Indistinct) which was odd. We will go over those by the way. And they did have a bicycle exam. (Indistinct) liability can come up. Be you the likelihood is slim. I see the baby bar test same issue three times in a row. Product liability and same theory of negligence. Ly spread names so you want to be used to it.

Any questions in regards to what we went through. I have student questions and I want to make sure I answer that. With regards to the excessive tortfeasor do have you a good understanding of how you talk about that. And it is the same of what you learned in negligence and bring up the two independent wrong doers doing that and causation is the same in every tort. In regards to race ‑‑ race is never a defense. It is a sub issue under breach and since they told you in this exam they related back to the milk. I don't think it is a problem. If we don't know how the milk got contaminated. And I point my finger to farmer Jones that could with a res ipsa problem that you will bring up in that case. Of course, big food would get out how? Sealed container doctrine so I put back under farmer Jones and circumstantially show the breach and argue around it for it.

Then in regards to the fitness for particular purpose and express warranty you see how those come down only through a representation. Any more questions anybody had in regards to this particular essay.

Again, product ss good to write if you want more shoot me an e‑mail and I will send you more to look at. And you will see in them there is a little bit of a difference in them. They are not the same. Sometimes they have defenses and sometimes they have specific calls and there is one out there in regards to strict liability and of itself. No based upon the actual facts.

Any other questions on the essay. Okay I have a student question. And I have a cup of questions on these.

Question number ten. This is testing approximate cause. Says Brenda broke in a grocery store in the middle of the night and after stealing the money she blew up the store of the safe and stole the contents as well. As she was leaving, she stole the ace pack of beer. Because of the poor-quality control. You contained a toxic ingredient and the later that night she drank the beer and was ill.

Wait a minute if she sues the manufacturer of the beer what can she go after the manufacturer for? Negligence. Applied merchantable. And strict liability and tort. The court will mostly find for ‑‑ I can get rid of C because it said sense. And B ‑‑ no. She has the product and I have to eliminate it to A and B. And have Brenda (Indistinct) with the ace. The best answer has to be A. When you see liability test on multi‑states what is my best answer choice. If I can get onto strict liable and tort that is my best answer choice but, in this case, they didn't give as an option did, they. I don't see an express warranty and if I did that is better track than negligence.

Another thing you want to know about express warranty and products and that is the only tort you can get clear executive loss ‑‑ special damages. Any other tort if you want special damages you have to have general Daniels. Express warranty is the one you can it get pure economic. This is something multistate oriented. And don't forget that you need generals if you want specials others you are not going to get to recover.

Next one question 16. This one I feel you had a hard time and didn't break apart the elements. And the call was negligence representation and remember with negligent misrepresentation you have to show you show a recommendation of lack to do care. In this case when he was interested in purchasing the house and asked if it was infested with termites. Samuel said the home had known. And believed the statement and moved home and saw the ‑‑ if you saw termites and depend on the representation you are going to have a claim or misrepresentation and D is the best answer choice.

The other things in regards to a student question. I think question 18. For an assault you need intent yes. But you need an imminent threat. Can't be tomorrow or in the future.

If I say you don't give me 50 bucks. Right now, or tomorrow I am going to beat you up. Do you have a claim for assault? And you don't. There is no (Indistinct) there. That is one element as is pointed out last week. They like to what? They like to test because people don't break apart the elements. You need the (Indistinct) in and of itself. That is important.

The other question is question 32. I don't know if you remember bank. Warehouse contains large quantities of explosives and a group of politician extremists were planning to set off a series of bonds. And several members broke in the warehouse. Their entry set off on alarm. The terrorists committed suicide by detonating the explosives. Caused it to explode and how owned by sar ray ‑‑

Normally dangerous activity will he prevail? Remember what is strict liability. Right regardless of fault. And have you the got manufacturing explosives. It looks like strict liability is there. Actual cause. But for the ‑‑ someone broke in and p didn't want to get caught by the police and ignite it all. Criminal acts. Acts of a third party can cut off liability. In this case it would cut off liability this is an area they like the to test with strict liability and make sure you carry it all through the approach. A lot of times it is a lighting store that hits a drum can and has a toxic sub tabs and explodes. Is that forceable. Have you to make sure you break it apart. Look at facts. Act of God foreseeable. Or if it is a trek tick storm it is like oh.

That is the only questions I have for the students in regards to your essays as well as multiple choice. Any other questions. Remember when you write these and I hope you are writing them if you want me to look at them. Aim happy to do that. I saw questions sent to me. But I will be happy to make quick comments on it to send it back to you and help you out. My goal is to get you to sit down and write forever. It is important and you get your timing down and realize that hour is going to go quick. The facts of god are foreseeable. It is the abnormal acts of good. With the fact pattern with the drum, it was unusual lightning storm. Why did they use the world unusual? Again, we memorize certain things. Negligence of the thirty forceable. Criminal acts that cut off liability. But it can change. If you are aware of the criminal acts and don't do anything about it. Now it is forceable and I want you to keep that in mind. That is how they change things up they have to pay attention to the facts and that they are telling you. If that is something amiss write it down. And you are doing the multistate and saying I remember why I did it. Go back and look at it. One word. What is the defense best argument? The call of question gets to change everything on you to. And you have to be aware of it.

At this point what do I want you to do? Start going over contracts and we will send out a contract checklist. That doesn't mean you leave torts and what I would is go through the tort's checklist and put in a rotation. By the checklist I ‑‑ it took an hour to go through the tort checklist in the dissection I would start off intentional torts (Indistinct) battery (Indistinct). How have I seen it tested? And click it back to what I have seen tested and then the it is embedded in your memory. Do that and put in rotation so we don't forget. If anything comes up shoot me an e‑mail and I would be happy to help you any way I can. If you want some exams send me an e‑mail. Again, the more exposure I get the better I will do. Next thing we will go over torts. Contract review.  ‑‑ what they like the o hit they know students don't know the particular rules too well. If anything come up shoot me an e‑mail and I will be happy to help in any way I can. And I wish you guys a great rest of the night good‑bye.