Taft‑Baby Bar.

Tuesday, April 27th, 2021,

Contracts

PROFESSOR: We will be starting in 1 minute.

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Welcome to tonight's Baby Bar mini series. Tonight's subject is on contracts.

I will go over contracts, doing a reviewing and giving you an idea how it comes up and tested. And point out areas that are testable and sub issues of what you need to know.

If you have questions, put in the chat. And I will be happy to help you.

These lectures are recorded. If you want to go back to the lecture. It's on Taft website, student, log in, Baby Bar mini series.

You should have an attachment UCC handout. With that handout to give you an idea. It breaks down the UCC sections. 2‑201 statute of fraud. These are areas that you are responsible for the Baby Bar.

What I would recommend is get the gill be's and sales to teach and refresh yourself. It's something that you are responsible for the Baby Bar. The UCC class are fourth year class. Baby Bar decided to test it. It is something that is testable.

In the handout, I gave you handout that you are required to know and you need to understand that these can come up in the essay or multiple choice questions. Where it's highly more testable on the multiple choice questions would be like your performance, Buyer's rights to goods. Insolvency issues. Reservation with auction. Preserve without. Inspection of the goods. Right to reject. Those come up in the Multistate area. You need to know as well as remedies. Seller's remedy, shipment of the goods, acceptance of the goods. They will be there in the multiple choice and essay. Those are something you are responsible for. I want to make sure you are aware of that.

In regards to the checklist as I pointed out, if you have a checklist that you have learn previously, use it. Don't re‑memorize a checklist. If you don't have one, then learn this one.

The one I like about contracts, take in order. You cannot take it out of order. If you go through and form a contract, offer, consideration, you are dealing with offer again, you made a mistake. How can you form a contract and go back and find an offer with the same facts hadn't something happened, go back and look. And maybe it was a counter offer or modification. That will help you to seeing where you are at. Contract, take it in order.

Contract questions. You need to ask yourself, when you go through the facts, was there a contract made between the parties. This is something that you would ask on the multiple choice questions.

If there was a contract, if there is a reason we shouldn't enforce it? Statute of fraud, capacity.

Next, is there any condition under the contract and have those been performed or excused?

Look to see who is bringing the action? Is it a third party, that can raise summon, third party beneficiaries. And breach, what are the remedies.

On the Baby Bar, they will use the call, what are contractual rights and what are the damages. Damages, general, special. Versus what are the rights, contractual rights and what are the remedies. That changed everything. So that's what I called open up your remedy par Dora box. Dangers to see restitution and specific performance. And yes that is something you are responsible for in the Baby Bar. The call can dictate and help me so I can have a good understanding as to how far I have to go and that's important.

Formation. Now, since you are first year, you are taking the Baby Bar, you are responsible for UCC. So formation of contract, you don't have it in your checklist, add it.

The first thing to see is if UCC is triggered.

Under the UCC, you are dealing with transaction and goods. So it's widgets. In regards to corn. Buying a product. So that's really straightforward.

Contract with you for paintings. Commission and sell them. UCC would not apply in that. So pay attention to the facts.

There was an example on the Baby Bar, rental of cars. People found UCC applied. UCC does not apply to that. It's a service contract.

Goods versus services. What does this mean? They come up if you have combination. Goods and services. So does the question becomes ‑‑ does the UCC apply? And UCC applies under the majority rule, which is the prominent factor, if the factor was the goods then UCC apply. How would that work is this there's an older Baby Bar, par lean went to the store to buy fencing and she asked how much would it cost to install. And the total price was $500. The fence was $350 and 150 to install. So looking at the facts, the predominant factor is the fencing and not the installation. In that contract the UCC would Governor.

The Gravamen test, you look to the cause of the complaint. Why is the person upset. You didn't install it. Under Gravamen, it's service contract and not the UCC.

So that is something again it can be tested. And you need to be aware.

If you are dealing with UCC, how do you write this?

Well, what you are going to do is you are going always to start with UCC if it's triggered and I usually get merchant out of the way. Let's say it's offer, do I go through UCC offer? No. You go through common law offer first.

Give your defamation.

Then apply the facts to see if it supports. If it's not, then you will say fail, and say under the UCC, you only need quantity.

So again, the examiners are looking for you to talk about common law, if it fails bring the aspect under the UCC, that's important.

Same thing, for example, statute of fraud. So you see a writing, incomplete writing, but there is a memo between the parties, you talk about that first. If it fails because it's not signed, and fall back to see if you can argue written confirmation. Common law first, then you do the UCC if the common law fails.

Merchants can be a school or business, someone who deals goods of kinds. So look to the facts, you will know based on the dictation of facts.

And imitation to deal. This comes up with newspaper ads. If the term are definite and certain. The facts are going to dictate. So pay attention to that. Facts dictate.

With offer, you need definite certain terms. Quantity, time, identity of parties, rights and subject matter. Q tips.

Remember, under the UCC, you can look to quantity, is the only thing I need it. Generally less requirement of upward contract. And modernly, I can grab on to reasonable terms if something is missing. But the facts are going to dictate how you go.

Buyer and seller, interested in the home. Is that offer or inquiry? Since I'm just asking, it's inquiry.

That's something you need to pay attention to. They test on the multistate test. One student missed where a lady puts the house up for sale and next neighbor always love the house and would love to buy, doesn't know about the ad in the newspaper which you can sue as offer, would you be willing to sell your home. By the way, I do are it listed in the newspaper.

Was there a contract form? A lot of people say yes, break it apart. I didn't see the newspaper. When I ask, that's the offer. When I reply, I have it in the newspaper. It doesn't mean I accept it. So look to the facts. Offeree, and offerer. Termination of offer, counter, lapse of time, rejection, revocation, very testable on the multiple choice. You have to look at who is doing what the and look to the language.

You offer to sell your car for $500. I say, well, let me think about it. $500. Is that a counter offer? Or if I Salem think about it, will you sake $400. Is that counter offer? It's inquiry. The offer is on the table. I haven't rejected it. That's something they will test on the multiple choice questions.

Acceptance. Unequivocal sense. Grumbling acceptance. And method of acceptance. You as offerer can dictate. If I say, call me. Then you write me a letter, I can argue you didn't effectively accept pursuant to my method.

An example of grumbling, Mary offer a car, and Peter accept the car. Is that a counter offer? You need to break it party. Based on the sentences and punctuation.

Now you look to the next sentence. Hope you detail it. That's a mere inquiry.

Same facts, I can change it on you. Offers sell you the car, I accept your offer. But only if you detail it.

That's a conditional acceptance.

Or I say I accept your offer but you will make sure it's full tank of gas. I add a term. So that sounds like a counter offer. The language is so important. The verbiage, you got to look at the language and what's being communicated and what someone thinking you are communicating.

You want to pay attention and go through it.

So in regards to your actual acceptance. If I say I accept, and I put it in an envelope and mail it to you, do we have a valid contract, the answer is yes. It's effective upon dispatch. If you call me and revoke, I say there is valid contract between the parties.

If I ask and put the letter in the mail. But I call you, I don't want to do it and you rely on my rejection. There is no contract. So once you get that acceptance, obviously there's no contract, I changed my mind. Sorry, no contract. I call you back, wait a minute, I pay you this. I created a new offer. Look for original offer or to actually accept. You have to watch what's going on between the actually parties because they will play with you on the mailbox rule.

The other area you want you to be aware of the mailbox rule. It does not apply to option contracts or firm offers. That's a trick. Cannot apply the mailbox rule. So pay attention to that.

Another area is if you are and you are going to get a contract exam on the Baby Bar, be careful of the UCC acceptance. It's generally any reasonable method. But you have the battle of forms. 2.207 under UCC. Two areas that can be triggered. One is additional terms. The other one is different terms.

Additional terms. It's you add to the contract. So basically, instead of it being a counter offer, a common law, under UCC, we see to that additional term will become part of the contract. So I will sell you my car, only if fill it up with a full tank of gas. That's an added term. That was not negotiated between the parties. It becomes part of the contract unless material alters the contract. And acceptance was an expressly conditional. If I made my acceptance conditionally accepting the term and you perform, you accepted that added term.

Versus the additional terms. That's the added term. This comes up a lot when people have merchants and I fax over my purchase order and you faxed back your acknowledgment. On purchase order, I have on there that State of California will dictate. On yours, state of Nebraska will dictate. So which one applies? So you have your alteration and dropout. So dropout, what is the different from the offer will dropout. Knock out if they are inconsistent. And material, which is would be material, it's the law in regards to outcome of the case. And it will dropout as well.

It's an area they do test. You have your consideration. With your consideration, you are bargain began for change. Be aware of output contract. You need to tell me which one it is.

Requirements is whatever you need I have to give you. Output is whatever I manufacture, you have to buy. It's not difficult to determine which is which.

I will buy whatever I need, the problem is make contract looks illusory. You might need nothing. But remember, we look to the exercise of good Faith.

Other area of consideration you have to be aware is preexisting duty rule. Change the terms of the contract. Or enter a contract on the obligation already have to do. Preexisting duty.

If you find consideration fails, always look to what? Substitute.

Promissory estoppel or detrimental reliance.

Prime areas under formation on the contract that they like to test. These are Multistate and essay.

Once you form a contract, valid contract formed, move to your defenses. Aware of the fact patterns. No offer, no acceptance, consideration. But does not mean no defenses. Pro‑evidence rule, mistake, so don't write off that portion. Look for defenses.

If the facts there is slang writing. They never said it was valid. So did they spell the terms? Quantity, time, identity, price and subject matter. If the answer is yes, then I can do offer acceptance consideration. If they did not spell the term, mutual sense and consideration. So you have to go through the formation because they never told me it was a valid contract. It was a written contract. Your defense to formation, the biggest one is statute of fraud.

How do we test? On the Baby Bar they love to give you an incomplete writing. Oral. I telephoned. Responded. Most of us do see. The incomplete writing is the harder one to see for people. I fax you, you fax back. E‑mail you, e‑mail back. That's what we call incomplete writing.

Statue of the fraud, there are certain contract that fall under this that they must be in writing or they are unenforceable unless there is an exception. And that applies to any oral contracts that falls within the specified that must be in writing or incomplete writings.

So marriage, sale of real estate, contracts by their terms. And not perform within one year. And sale of goods over $500. These are the 5 that you will see and you break it apart and see.

Some review courses teach in regards to your employment. That falls usually under the contract perform within one year. It's a form of a year. Even though you are there 30 years, you can be terminated at any time. That falls under my checklist. That's where that falls in regards to your employment contract.

Now, once you see the statute of fraud is triggered. Look for exception. A lot of people weave it all together. One is bury and two, you are not talking about it clearly. So you want to break it apart.

You got your sufficient memo that works for them all. It has to be signed by the party in charge. Usually the defendant. But not always. Who you use it against. If I'm saying the contract is not enforceable because of statute of fraud, I got my signature on that memo, sorry, it's enforceable now.

You want to match these up based on marriage, memo works for all of them Realtor, memo. Or full or part performance. You need to have substantial improvements or pay the taxes.

Death of another, memo or main purpose doctrine. It benefitted me. Over one year.

And contract of sales over $500, payment or discovery.

The other one I want you to watch out for is estoppel. That is an exception to the statute of fraud.

With estoppel, the key is you look to reliance. Did the party rely? And I can take it outside of the per view statute of fraud.

Is it a mutual or unilateral mistake. If it's mutual, both are mistake and believe and avoidable by either party.

Unilateral is one of us. The party knew or should have known, then I can avoid the contract. Fraud, you need reliance.

You can't have the statute fraud with the same fact pattern. That is the separate contract. Parole evidence has to be fully integrated contract. Look to your exception. It's anything to defenses to the formation of the contract. Main ones are fraud ambiguity. But I can argue capacity.

So there are multiple ways to take it outside of the purview of the statute.

It's avoidable and when. The contract is avoidable at the minor's discretion. As a minor of the contract, I buy the car. So go to strength. I affirming the contract, I destroy the car. Unless it's necessity. Food, shelter, medicine. The minor can avoid the contract. I can go for restitution. You can reach the age of majority. That does come up on the multiple choice questions.

Third party beneficiary. This came up last time.

What you really need to look at is the standing concept. If you and I contract and John is trying to sue for that contract. It's a standing issue. What right do you have to sue us. That's where third party comes in. You have to show we enter into the contract ‑‑ it has to be formation stage in order to be this. You don't need privity. But you need intent to benefit at the time. Classify. Are you a creditor, incidental and vest.

The fact is as a thirty party beneficiary. You step in the shoes. If you and I contract for dance lessons and I tell you to pay the money to my daughter at the time we enter the contract. We entered for her benefit for her college. That's a creditor beneficiary. Notice of assent. The daughter would step into shoes as to me and assert any defenses I could brought up in this original contract. She is take my place and bring up anything. That's how that works.

Assignment/delegation.

A lot of time they will use the term assignment. Joe assign the rights, assign the contract. That doesn't tell me whether you delegated it or not. They use the term assignment all the time. And they never tell you whether the party delegate the obligation. You have to look back on the fact pattern. That can change everything.

Right is your benefit. Trick areas. Within the assignment the court love the freedom of assignment. They will allow that assignment to exist. On the Multistate, they join a gardening service for a certain price. You sign the rights to another party. And not doing a good job cutting my grass. In our agreement, it said you could not assign and you did.

So now I'm suing. I'm upset. Going to come back to the person. The contract says prohibited but can you still assign? Yes, you can.

So generally, the prohibited by law or personal nature. I put it in the contract but the law says, no. The language based on the wording you did not make it clear that if you assign the contract is null and void.

So the only way that provision is going to work is if I made it very clear. If I assign this contract null and void. This contract will no longer be enforceable. Then they won't enforce it. I go to make it clear. They will test it. And most likely the contract was assigned. So pay attention to that.

The example I gave you with the lawn mowing. I delegate the duty. You go through the elements of delegation because the obligation is the performance of cutting the lawn.

Now, another area, so I told you about the rights of assignable. And what that means.

The other area is how they are testing on the Multistate and has come up on essay.

I have an assignment and delegation. Let me see if I can map this out for you.

I have A, and B, who contract. And A contracted with B to build a swimming pool. At that time, B goes and hires C to big the hole for the pool. Now, of course, months go by, nothing is getting done and A is not too happy.

So A now wants to sue ‑‑ C did not big that hole. So A brings the lawsuit bring the C, and C is like, who are you, how does A get standing to sue C. You prove the assignment and delegation between B and C that I delegated you the obligation to big the hole or whatever price and A knowing you are building it in the backyard for him was the third party beneficiary for that assignment and delegation. Make sense?

Very important to understand it. Because that's how they test on the multiple choice questions.

So this is as many and I know you don't have scratch paper. You have to close your eyes and draw it in your mind for visual like I am and see it.

A, contract in B, and B to C, to dig the hole. Nothing happen. A sues C because nothing got done. How can A sue C?

Change the facts.

C diggings the hole. Doesn't get pay. C sues A. How does C sue A? As the assignment delegation.

So he has to step in the shoes and show how B assign to C, and bring up the right for B and the contract for digging the hole.

You got to look at who is suing. That will dictate as to the third party beneficiary issue.

That's something I want you to play with. They will test it. They are a little convoluted. Once you get a handle on them. You will get them right.

That's the third party beneficiary. Assignment/delegation.

Now, conditions. Conditions are testable on the essay. A lot of times people can't tell they are being tested. How do I know? Rule of thumb. Look to your excuses. If you see the facts bring up, I know I'm going have to go through conditions. So that's a way to back into it.

So I can tell and determine okay. It's being triggered.

With conditions the first thing you ask yourself based on the fact pattern, is it an expressed condition. Courts do not like that. They are harsh. If there is any way around it, they will. Look to the language.

So is it express condition or express proposal?

I would like you to build my home and have it completed by April 1st of 2022.

And I put in there I promise to get it done by then. And I don't. Is that an express condition or express promise? And the language I gave you the court will lean and find an express promise because it's not so harsh.

Time of the essence clause. That's an express condition. Section, I don't see it too much. But that is an express condition. I pay you if I like the picture.

Once you type the condition, let's say I find an express, look to see if I can excuse performance.

The one that cannot work for express condition, don't bring it up is substantial performance. Never.

If I find it's not express, let's say it's express and I see an excuse, go back and see if there's imply in law and not imply in fact.

Imply in law, condition, where the court make it up and look to the term of the contract. When you contract, you mow before she pays. Perform services before you get paid.

The implied in fact is rare, you can't excuse that. Either you do or you don't. Did you complete the job, and if you look about it. We enter contracts all the time. We hire someone to paint the interior of the home. Paint the wall, not the carpet or the spill or furniture. That's implied of fact. That you will do it in a work man like manner.

Let's say you didn't finish for days. Why? Maybe it's weather. Or acting in good faith but can't get the job properly because it was cold and heater not working.

You can't excuse that. You can excuse express and implied in law. You have several to look at and possibility, substantial performance. Wrongful prevention and impracticality. Modification. Frustration of purpose. Occurrence of a condition subsequent. Rescission, divisibility ‑‑ these are the ways to excuse the terms of the contract.

What goes with each other? The rule of thumb is when you see conditions being tested you look for two or more excuses. Rare only one.

In anticipatory repudiation express by words. Voluntary by conduct.

By conduct to sell you nuts and bolts and sell to my competitor. I voluntary disabled myself. By conduct I repudiated.

So if you see one, we talk about all three. Impossibility, the thing to watch out for, it has to be objectively impossible. Now, on essay, it might fail.

So that means no one else perform. If I'm sick and I can't do the lecture, I'm excused to impossibility. The answer is no. Someone else can do the lecture. So that's not objectively impossible.

Now if the whole building burn down and no place to run my lecture then maybe. And objectively impossible because everything is burnt to the ground and nothing available and they might excuse my performance.

Impracticality. You didn't realize that it will cost more than it's worth. Ten times rule. If it's going to cost you ten times for the contract, the court will let you out.

Like redo the streets. Contract to do Costa mesa, it's going to cost $6 million. I am not making any money. Can I argue impracticality to get out of the contract.

Next. The purpose must be known at the formation stage of the contract. That's the trick. Did you contemplate at the formation stage.

For example, in 2020, I contracted horse back riding lessons. Have you thought the parade would be cancelled? No. I didn't make it known that's why I'm getting the lesson to participate in the parade.

Divisibility. Is contract divisibility? Bargain whole, you cannot divide them. If I contract with you to bring tires each month. Good year, specific size to deliver to my tire store. Specified size and quantity. And pay a flat rate say $500, is that divisible? Divided by price. Divided by unit. Was the contract whole? Yes, each month, for a period of a year you cannot divide it. That does come up in the multiple choice. Those are main ones are the excuses of performance that you need to be aware of.

Any questions?

You see how it's going methodologically straight down your checklist.

Next, breach. Before that, I will throw you a curve ball. Warranties.

UCC, you have warranties and title. You own it, you can sell it. But also the express and implied warranty. Express, where you are given the express representation of what it does. And fitness and merchantability. Products liability.

If you are suing under contract, you are going to bring it here and go through your implied warrant and merchant probability. If it's an issue, yes, and merchantability ‑‑ the key thing to watch out for is what's the main difference between tort and contract?

That's the main difference.

So you have an alternate under the UCC.

A, says, any foreseeable user.

B, any natural person and to use the product.

Can C, natural use property. Corporation.

They can sue and fall under that category.

If you see weird product, and bringing under contract law, you are bringing breach of warranties. Do it before your beach and determine which one is at issue and break it apart there.

Before breach, UCC termination. If they threw me a curve ball on the essay and risk of loss to talk about or if I had freight on board. I'm going to do that discussion prior to the issue of the breach.

That's very important.

So prior to your breach, UCC terminologies is going to go. If you have warranty being triggered that's where they are going to go.

Breach, present breach, anticipatory breach. That's rare on the essay. Comes up on multiple choice. People don't do well. You will see at least a question.

Students for some reason don't know what executory stages are.

So executory stages means that either neither of us is start a performance or one of us is started but did not fully perform.

So anticipatory breach, in order to sue, now, versus waiting for the due date the contract must be in executory stages. That means either of us start a perform, or one of us partially performed, we have not fully performed. So you will see that on the Multistate when you higher a singer for New Year's Eve and that's big headliner. Now the day before, she calls and says, guess what, I got more money. Can you sue now or do you need to wait and see if she shows up? You can sue now, it's executory stages because neither started the performance.

They will test this.

You go hire different headline, can you so do that? Yes.

Let's say Dolly comes back, yes, I will perform.

So they will test on the multiple choice question.

Be aware. Executory stages.

Very important.

Remedies. It's an area you need to know. So you have to review it.

One thing I will emphasize is always look at the call of the question. If the call says it's contract enforceable, what damages, look at the general special damages. No punitive in contract. So general vs. Special.

The call says applicable remedy. The whole checklist open up. Why did they make the call remedy. So pay attention. It's nice to pay attention to facts, they tell us the issue that help us.

Learning and realizing that I have a remedy checklist versus damages, and I see that call, I will force myself to go through the inner checklist and see what else is being tested. That's important and that's how we do it.

General damages. Purchase of a car. Mercedes, and you pend $50,000 and I sell it to someone else and you sue for damages, what's your expectation? To get that type of Mercedes for $50,000. You can buy that same car for 55. Then you expectation damages is $5,000.

Change the facts on you. And it's a one of a kind. I heard today there are tennis shoes at $2 million. Probably one of a kind. General damages make you whole, someone sells it to someone else? No. It's unique. So that's when you try to get to specific performance to force the contract. Which we will come back to.

Special damages, very important. It does come up both is essay and the multiple choice. The key there were the damages foreseeable at the formation stage of the contract.

The guy lost money, income. The issue is could I foresee if I didn't fix it based ton the timeline you would lose profit? You didn't tell me. So no special damage. If it's something you made clear. I need it by tomorrow. I know, so I can be responsible for the loss profit.

Under contract law, it has to be known at the formation stage of the contract. There is an exam out there where Betty contracts for a well to be dug for better tasting water. He didn't get the well dug in time. And she didn't get water. And lost the crop. If she said she use for apple crop, it's foreseeable. It's at the contemplated at the formation stage of the contract.

Can you rescind? You seed ground to rescind. Fraud, ambiguity, so remember, rescission, put you back the way we were as if we never contracted. Not the best remedies. Based on the fact. There was a bat feces. She wants to rescind the contract based on fraud.

Reformation where you are redoing or rewriting the contract based on a mistake. Typo on the contract. I agreed to buy your house for $10,000 you type $100,000. Then you want the contract reform to reflect the parties intent. Based on the mistake.

Restitution is based on unjust enrichment. If we contract ‑‑ you are an antique seller and I say, I have this beautiful antique painting. It's nice and painted by famous painter. It's worth about $20,000.

Wow, sounds good. I will give you $20,000 for it. And I enter a contract for the sale of that painting based on your representation ‑‑ based on your representation.

And now you sell it at a million dollars. What are my exception in terms of the contract? $20,000.

If I can prove basing on fraud, expectation true market value, in that case, that's harder. Lets say you sold it for a million dollars yet the true value is $800,000. It's called collection. Then I would go to restitution because I want to repute of the unjust. You took $20,000. But you got a million dollars. That's based on restitution.

In that case, lets say the general damages are the same. I would still talk about it and get to the restitution to redo the justice because you have been unjustly benefitted by that million dollars.

Last one, specific performance. This is something that have been tested in Baby Bar. Specific performance what that has to do is equity. Back in the old days, two courthouses, law court and equity court. Now we merge them together.

Equity, why you are here and suing under equity. You are here because the goods you need, land you need. Money will not make you whole. So in essence, contract for something, let's say, house, and then the homeowner says, I'm back out. Wait a minute, land is unique. I want to force the sale through specific performance. Unique good. I want to force the sale through specific performance. That's why acts of equity and you got to show it's unique. Very important. So you got to show again, monetary damages will not make you whole.

Then, of course, that's your inadequately ‑‑ same jurisdiction to enforce it. If you go to court. Let's say I sue you here in California and you live in New York, how can court enforce that when you are in New York, good luck. It's not going to happen. No enforceability. And always look to your defenses, BFP. Big one tested. Bona fide purchaser. That means you sold to someone else had no notice and paid value. How could I force you to sell me the goods, you showed to third party. The third party had no idea as to no idea. And that will prevent me from getting the award specific performance. That doesn't prevent me from getting damage. They cannot mandate and enforce specific performance.

So with contract, it's checklist oriented. So you want to take things in order. If it's UCC, look for the differences and nuances, that's important.

I would recommend, start working on your multiple choice questions. We have to get those up. Very important. You got to do well on the Multistate. 80, 85 is your goal. If I go in law, I will pass the Multistate. Start practicing them on the computer. That's how you are going to do it on exam date. That's what I want you to be practicing.

The other thing is essay, start practicing them on the computer. If you don't have time, because time is precious to everybody. You got to write something to get your timing. And work on your issue spotting.

Good news for you for the Baby Bar, you get 1 hour per essay. Not all four at the same time. Four at the same time in the old day. You have 1 hour now. And write essay and get a break and log back in. So at least your time is dictated for you. So that's good. You are not going to run over on one essay versus the other. But you need to get your hour down. Because you will find that hour will be quick. That's something you want to implement and practice. On exam date, you are skillful. You know what you are doing. Don't want any surprises. Make sense?

We have been over torts, and tort essay, you should be practicing torts, don't ever lose that at all.

And in regards to contracts, now you have reviewed it, you want to start implementing Multistate as well as the essay. Go to Taft, student, he classes broken apart by subject matter. The Multistate, five out of ten you will see at the Baby Bar, it's starting point. And work your way up.

Now, we will send out essay questions in contract. As well as multiple choice questions. You want to start practicing and not only do the timing down but to see your weaknesses. We work on your weaknesses. If you miss issues, plug it back in and see why did I miss the issue. Work on that so it doesn't happen again. So that's something I want you to work on.

Any questions whether it's on contract or how to study or whatever the case maybe?

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If anything does come up feel free to shoot me an e‑mail. The only way, unfortunately you I do will get this Baby Bar behind you is practice and understand how the concept come up in a fact pattern and under how they test and I'm going to get stronger and stronger and do well. The test is not easy. It has low pass rate. If I use my tool and practice them. There's no reason why I can't go in there and pass the exam. So couple of things. Practice and mindset. Two things we need to work on so we can go in there and make the exam successful. Shoot me an e‑mail if anything come up. I will be happy to help you in any way I can. Whether you have a Black Letter Law question or multiply questions. I will be happy to help. Look forward to seeing you guys next week. Good night.

(Event adjourned at 6:55 p.m.)