Taft

Baby Bar

8/31/21

START - 6:00PM

INSTRUCTOR: Good evening everybody we will be starting in approximately five minutes for those currently in the chat if you can let me know if you can hear me loud and clear I greatly appreciate it again starting in approximately five minutes thank you. Everybody everybody welcome to tonight's Baby bar will be starting in approximately two minutes thank you. Good evening everybody we will go come to tonight's baby bar series. Tonight our primary foe cuss is the subject of contracts. I want to point out the sessions are recorded so for your convenience if you want to go back listen to a lecture go to the website, student section, and baby bar series everything is there for you. If you have questions feel free to post in the chat will be more than happy to help any way I can.

Alright contracts with contracts it is a little bit different beasts for most students. You like it or don't. One thing you need to understand with contracts, it is very checklist orients it has its hierarchy you want to follow that very important some of the start with your first issues whether it applies go from there. That is what is nice about contracts once go down the checklist you don't go back up. Okay. I also hope you guys can hear me loud and clear if you want let me know. Now when you see a contract question you want to take a step back ask a few questions. One was the contract made between the parties what are you looking at is was there season offer acceptance and consideration. This is important when it comes to the multiple choice questions. Second any reason the contract should not be enforced. Statute of frauds, mistake, ambiguity. Third ask if there are conditions under the contract.

A lot of students can't tell if conditions are an issue. If you can't tell what I tell students is look for the excuses to perform. So was there performance, a waiver, repudiation, et cetera. If these are triggered you know you got an examination that need toss address conditions. Who is bringing a lawsuit third party actions. So assignment, delegation, third party. If there is a breach of the contract what are viable remedies. Not used to with third year students you hear remedies you think damages general damages special damages but when this says remedies opens Pandora’s box. You have damages, decision, reformation, and so there are many you have not been hit hard with how you will know what is at essential based on the call in the question. So Joe suing Mariy what are the remedies that opens the box to remedies, versus damages that narrows it down to damages. So again the call of the question is going to dictate. Again as I said earlier contracts is methodical take it in the order of your checklist. I like contracts it is rule orients I like rule orients it makes my life more simple whether that issue is established or not. First thing you are always going to look to in contracts is formation issues and do I need to address formation. I would say number one this is highly testable number two very rare you don't. Will go over a couple reasons as to when you don't have to but when the call of the question says was there a breach of contract you don't start with breach you start at the beginning of the checklist. First thing you ask does the UCC apply remember it applies with a transaction of goods, the answer is no then don't tell the reader whether or not the UCC applies skip that step do that in your minds determine whether this is a straight common law contract I do not have to address the issue of UCC move on from there why waste of time. Not worth it. You are just wasting your time so don't want to do it again I got to get the issues in my exam answer that the examiners are looking for. When you are dealing with UCC you can have a goods versus service contract.

Remember told you you are responsible for UCC. If you have a goods versus service contract which has been tested a few times on the baby bar exam you look to two tests the predominant factor or graph man test. The predominant is what is the redominance of the contract so the good or the service you will know based on the facts they are pretty good. Versus the gravaman is what is the cause of the lawsuit why are you up set. Example, this is from the baby bar. Pauline went to purchase fencing asked how much to install. The price was 500 fence 350 plus 150 to install what is the predominant of the contract. Well based on the facts we can tell predominance is the fence IE the good. The installation the service is 150 so not the predominance of the contract. So in this case under the predominant factor test the UCC would apply. Now the graph man I need to see the premise of the lawsuit based on the facts I would not know. What you will find though is generally one will place you into the UCC one will not. They want to see the distinction between common law and UCC. Now how you will write UCC exam once you see UCC triggered go to merchants determine if one is a merchant one or neither. And common law if it fails you do the UCC aspect. Generally what you do is write on the common law if it fails you bring up the UCC portion. Now merchants deal in goods of a kind, special knowledge and skill. Schools, business colleges they can be considered merchants. General rule remember advertisements are. Preliminary negotiation. So a lot of times they test this is a prenegotiation versus an offer. I argue based on the advertisement then look at terms some of the if you saw MACYs published with a bedroom set first come first severe. So first come first serve the parties who is reading add at MACY’s the price, subject matter. So everything is there they would construe that to be an offer. Another example buyer asks seller if interested in selling a home so want to look at the language based on the facts is there an intent to be bound by contract or inquirey. That is inquire language. So several ways to terminate an offer these are multistate so the rules counter offers, lapse of time, death, destruction of the offer or offery or subject matter. They will play with you on these so need to pay attention what do I mean. Well if I give an offer to buy a car you come back say no I will buy for a certain price you gave a counter offer so base the offerer. Say no not interested that is a rejection not revocation. So make sure you know when it changes on you they will do that to you if you miss classify you get the wrong answer. Acceptance. Unequivalent equal so a mirror image but there are sub issues such as method of acceptance this is one area the baby bar likes to test this. So offer ser the master of your offer.

So you can dictate how will you accept. One out there pay posted on Facebook first who calls or contacts. Put there do not post on Facebook so dictated the method of acceptance. Another a sale of a car the person left the offer on answer machines so first one to notify me. So dictating you have to notify me. Versus I placed a letter and say I accept wait that person dictated and first to notify so I called said yes before your letter got there based on the method of acceptance the contract was formed. So solid a heater Peter calls Mariy says I accept your offer. That seems like a mirror image but then states hope you detail the car before you deliver so the issue is this an added term so a counter offer or merely inquiring just a acceptance that is your arguing you make to the examiners. Based on the facts would argue both sides, but since it says I hope I will lean towards it being an inquire versus a counter offer. The mailbox rule is highly testable. Going to be on the multiple choice questions. Remember the mailbox rule says acceptance is on dispatch. When you see mailbox rule you need to find out about acceptance then you play with the application of the mailbox rule. They will play with you you will see a rejection or revocation, then I maid acceptance, what happened, contract or not. Stick to your guns guys the dates. So I give you an offer you place a letter in the mail saying I accept.

I call you the next day say I don't want it, was there a contract formed? And the answer is yes because the mailbox rule my acceptance was effected upon dis packet so again have to look see how they go back and forth. Now remember there are act sepgses to the rule if I call say no I don't want it you rely on that rejection this will is no contract. But have to exam how the examiners are testing the issue. Another thing to look out for the mailbox does not apply to offers contracts or offers. The mailbox does not apply to options or firm offers. There are options, mailbox rule won't apply that will change your out come. Now if you have a reasonable manner but they have a issue to test with UCC is battle of the forms 2 - 207 they the good news they had two contracts on the last baby bar but didn't have any UCC no tricks with regards to the UCC so may have a UCC with the battle of the forms what this is with battle of the forms number one has to be under the UCC number one you have merchants not lay people. So you basically have two merchants you send what you think is an act acceptance but has an additional term. That triggers 2 - 20 7 for battle of the forms the additional terms become part of the contract unless it is a material alteration you reject or you make the acceptance conditional on your terms. General you look to materiality that is what is tested what is material if you are giving up a right such as a remedy giving up what law applies give up your right to court to arbitrate those are materials. That would not be material just giving a time line 10 days would be reasonable. You also have what is called different terms what is that in essence we have an offer on the table you accept but you have a different term so like an example would be so remember you have additional terms something added versus a different term you send a purchase order to buy widgets I send acknowledgment in the form you say the law of Texas is applied to contract I send my acknowledgment the laws of California will apply to the contract. That is a different term one Texas one contract what do we do the majority rule drops out meaning anything different from the offer is out versus a minority they both knock out and then a small minority I would not worry about a material alteration which law dictates will be material and look to the court toss fill in what we know as gap fillers. Consideration remember a bargain for exchange.

It does come up on the multiple choice you have certain issues you need to bay ware of such as past consideration, no obligation consideration. They did test this with an patient seeing a doctor says I own this building you promise to take care of me the rest of my life. Well based on those facts I would bring up there was no new consideration you are doing what you did in the past and also moral obligation you are a Doctor are you supposed to take care of your patients not expect them to give you a big commercial building. So you will know when this is the issue. Other thing to watch out requirements or out put contracts number one if you see this on an essay don't call it both. It is a requirement or out put. Generally you see requirements. The key thing to look for is the contract is lose ri because what is the bargain for exchange how did you incur a detriment on yourself whatever you require. That is when they look to the exercise of good faith. Preexisting duty roll something to be aware of that is a sub issue under consideration because again comes up a lot under modification. If you did not change your position doing the same thing you were going to do under the terms of the contract what is under consideration. If consideration fails I want you to look for substitutes, promissory, interchangeable don't care what you call it one or the other examiners see both but show the parties that rely and you will know that based on the facts so again the facts will dictate.

Now once you go through offer and act suppuration and consideration the issue is there is valid contract but how do I know if I have to form the contract versus I don't have to you look to facts. If the facts tell you there is a valid written contract guess what there is a valid contract don't have to review offer consideration do I. But does not mean you don't look to defenses of formation. Anything could be an the issue facts will dictate versus if you see in the fact pattern there is a written agreement or contract nerve said valid you have to form the contract. The essential do I have to do mutual consent or offer consideration how do I know look to definite terms. Again the facts are going to tell me. A big issue, statue of frauds just on this last bar baby bar they finally released questions no answers but got them so slowly looking on the statute of frauds was tested twice. Remember there are certain contracts that must be in writing if you modify your agreements that modification needs to be in writing. If you have the original contract in writing and do an oral modification that can violate the statute of frauds so be aware of that. So contracts that need to be in writing, marriage, reality, debt, contracts by terms is not performed within a year and contract or sale of 5 hundred or more these are testable areas. Once you see the statute of frauds triggered show me how you get into is a statue of frauds. For the baby bar remember it applies to oral contracts or incomplete writings they like to test the incomplete writings students don't understand this what does it mean.

I send facts of a purchase order. Right but students find both in writing satisfy no you have to show the statute of fraud is is triggered look for a way out. Was there a sufficient memo or performance and look for a way to get out of the statute of fraud its self. Remember the sufficient memo works for all. Marriage, reality, debt of another, over one year, contract for sale, over 54urbgs dollars. The marriage only one it goes, reality performance, debt of another as it reforwards to its own little exception as to I can't spit it out now. The main purpose doctrine. And in regards to discussion as to over one year full performance or contract of a sale of goods full or part delivery or performance. Also another sleeper the baby bar likes to test is stople. So if you rely based on conduct you can take the agreement out out the purview of the statute of frauds that was tested with a banjo a specially manufactured banjo and he made it and based on agreements this was oral for the goals can take it two ways to take it out of the statute of fraud. Also he lied why make a banjo with your letters and your names unless there was agreement. That would take contract outside the statute of frauds. You will see I relate back to fact patterns I recommend you do the same thing the more you relate to something you have seen that will help you be stronger in identifying the issue understanding how the issue works.

Now with the statute of frauds, right, certain contracts need to be in writing, other wise they are not enforceable unless there is an exception so two prong stept analysis. You have mistake very testable is it a unilateral or mutual you have to be careful. The ambiguity, fraud, reliance, and other the pro evidence rule. Student had a question in how do I know if it is statute of fraud or evidence. Cannot mix the two the evidence rule you have to have a written contract that is the rule. So any oral or written evidence made prior to the fully integrated contract can't come in. So have to have a written contract. The pro evidence requires it to be what in writing. Now if you see the facts think I should discuss it one line did not get out. Again the contract has to be many writing. There was one a bar exam where it was dealing with a painting a lady works with a museum to obtain the painting everything discussed orally. She said buying the painting seller said I am never selling to collectors but she was buying for the museum did not disclose that so sounded like pro evidence but the problem was everything was oral. So what examiners look for but the general rule is what you want to remember. The pro evidence rule has to be a written contract. Other thing I look forward to determine and pro evidence rules being tested was there a preliminary negotiation if the answer is yes will I get that conversation in if the answer is yes it probably is a pro evidence issue. So a lot of students have a hard time with this issue but if you you wanted how the concept comes up how it is tested you will be fine. So again that is why I stress so much application. How have you seen it tested how is it applied. Then you get it will never make the mistake or you won't under the pressure of the exam question yourself because they will try to rattle your cage. Legality. Minors and contracts being voidable. Comes up every rarity for the essay question you will know they tell you. With minors they can what, contract is voidable at the minors discretion unless necessities, food, shelter, medical, but if you you a allow a minor to buy a car they can dis affirm it. Now want to bay ware if the call says no remedies and a minor contract he can void it he destroyed the car so wants to void the contract the dealer can go after him for restitution about how he was unjustly benefited from the time he had the car. So there is a remedy. These are primary defenses to formation of contract. Again it is something I recommend you play with get a good understanding of how what how you have seen it tested break it apart. Third party beneficiary.

This could be a little tricky it does come up on multiple choice questions. So having found a contract between A and B, so that is my can I plug in the parties names have it memorized. So look to privity, intent to benefit. Was there vesting right and with vest you go step in the shoes go from there. With the third party remember Laura privy not required. And there had to be an intent to benefit the third party. What is that, creditor, incidental, and did the rights notice the majority rule. If you found the elements you step in the actual shoes. Versus an assignment delegation there is a different aspect as to the assignment is it right under the contract you are signing. Generally you can assign courts love the favorability of signing unless prohibited by contract or law or to a personal nature. Present assignment, was it valid what is the effect. Couple to worry about if the contract states you can't assign, I still can assign unless the language is quite clear specific language if the contract is signed the contract is void. But if it says and I do the court will say the right is assignable. So very rare you can't assign a right. Why would the court not allow you to assign, they are going to.

So the delegation remember the delegation is an obligation obligation of the contract so looking to an obligation of the terms of the contract. The duties such as building a swimming pool. What is the effect. You step in the shoes have to do the obligation. Here is a trick before conditions. How are we going to test on this, so let's listen very carefully see if we go through this correctly. If I have A and B contract with each other, right, and A is a contract or the and contracts with B to reconstruct a front yard landscaping walkways all this stuff right. At that time when A contracted with B, A said B I want you to pay my daughter C she is getting ready to get married. A starts doing the contracting landscaping stuff like that, and B refuses to pay. Now you got C suing B. Let'sC sue B. Well C would step in the shoes of A and show the original contract right because A assigned his rights to C. So in that case you have C suing as the assignment its self. That make sense? Now how do we make this where we are suing a a third party beneficiary because A assigned his rights. If B was suing because B is suing C because A did not do his rights, we would have a third party beneficiary. We would have to look to A and C, the assignment, and did it give rights, and third, third party. So you have to map it out figure out which contract you are dealing with who is seeing who and why. So assignment delegation or based on a third party right got to look to who is suing very important. Other thing you want to make sure you understand the examiners will use the term assignment.

Does not mean I didn't delegate you have to determine. So assigned, why did I assign my rights, could have assigned and delegated my duties or just delegate so never used the order delegation so want to look to the facts what is transparent between the parties this, is an area it does come up on the es says. Not often but it is a hum dinger people have a hard time. It has been tested five times I am aware on the baby bar. More times on the essays on the baby bar than on the bar examination. In regards to this students don't get this have to break it apart. Other place you want to be aware with assignment delegations is party rights so if I assign to Joe, Mariy, Tim, who gets standing usually first and then unless you heard the term token chose some of the gave something some consideration or gave evidence past books or something if you have that evidence you take priority other wise first in line first to right is the rule of thumb. Conditions, conditions either the exam is a conditioned exam or not. You will know how you know is you look to excuses see if there is a couple triggered you know you need to talk about conditions. One key thing you want to be aware of with conditions what is you need to type conditions so expressed or implied conditions. Expressed are harsh the law does not like them they have to be stated in the contract if I can get around it the court will get around it. If I say paint my house by July first I argue time of the essence. Well the court says maybe that is expressed promise not quite clear that it will get done by July first what will happen so expressed promise versus condition big difference with enforcibility. With regards to condition once you find an express condition you want to see if you can excuse it. Generally is time of the essence claws in the multistates you see satisfaction or compliance with construction you need a certification certificate with your building and such so does not come up to much to many facts. With an expressed condition you can never argue substantial performance never ever so don't bring it up. Also implied conditions.

You have implied in law, and your implied in fact. Implied in law remember a constructive condition where the country looks to the facts makes a determination because we never discussed who will go first who is supposed to go first will be presee dent to my performance. So if I contract with you to paint your house right the court will look at the contract say melody you have to paint the house first before she has to pay so the condition is subsequent to mine. Usually easier to talk about. Makes it simple for me. Also Tim plied in fact but never can excuse the implied in fact. Cooperation or good faith. Meaning if you think about it we contract all the time for painting, right, doing yard work, land stapling, right, but do we every spell it out in regards to do a good job, you can't get paint on my floor. No we don't we take it for granted. That is why this is implied in fact contract exists if you enter into a contract we expect you to act in good faith or do work man -- like we won't have paint everywhere. You will cooperate under the terms of the contract that is why you can't excuse it versus the implied in law where the court is looking to the agreement determining who needs to do what. You can excuse how you excuse is based upon possibility, substantial performance. Wrongful prevention. Modification, frustration, or purpose. The subsequent, rescission, the repudiation. Now what you need to understand if you do see conditions at issue, I do want you looking for two or more excuses, never one, that is wrong, can't be can't be and can't B okay.

Impossibility is when like never has to be object bli impossible if I was sick can't lecture can impossibility get me off of my performance. The answer is no. It is not objectively impossible someone else can lecture so needily to say won't get away. Versus the whole building burnt down it can't be my place of business to broadcast so to speak yeah possibility would be objective. So substantial performance the rule of thumb, never right this in your rule 90 percent informed it is triggered. They so in essence you did 90 percent but substantially performed under the contract the person got substantially what they bargained for. So a good issue. Where you hinder performance and practicibility practice impractical to performed so the ten times. So if I perform this contract it will cost 10 million. So you change the terms of the contract maybe that skpb modified out. Your frustration of purpose with frustration of purpose your purpose had to be contemplated at the formation stage of the contract as well as an unforeseen event. Right. So that was the king coronation case I think it was in regards to booking the room to see the king coronation and it was canceled. So argued my purpose for booking the room was frustrated.

Now frustration of purpose and practicalibility and impossibility go together you see one look for the other two they generally have a relationship so look for them together please. Again they have a relationship. In regards to your current or condition subsequent. Rescission is rare. Is an installment contract divisible the answer is no. With the visibility you need to show the contract was what, was not bargained for as a whole can be divided by price and unit. Big thing there installment is as a whole. That is the element they like. So if I bargain for you to deliver every month so many pounds of meet to my restaurant I bargained for the whole term not divisible even though it can be divided by price and unit it was bargained as a whole that is what you watch for. Repudiation expressly by words communication versus your volunteer by your conduct that is why these two go together. So basically fax to you saying I will not perform I can argue to repudiation and you disabled your several look to your conduct. I sole to somebody else. So those two repudiation, volunteer disablement have a tendency to go together. Estoppel have seen it in statute of frauds now condition. It is everywhere it is based upon reliance. So if I can show you relied. That I didn't have to perform whatever the issue is for condition it is an excuse then you waiver, wave your right. Remember can't wave something you didn't know exist but with waiver it is a known right so have to be aware can't wave something I am not aware of. These are actual conditions and excuses.

Next breach but I want you to add something to your check lest I want you to add what I call UCC terminology. So before my breach have my own categoricalled UCC terminology. What I place there is warranties, so remember under the UCC we have warranty of title, we have expressed warranties as well as implied warranties which is the same as torts believe it or not but this is under the UCC so expressed warranty as to the average quality of the product. Implied merchant fitness. Alright all these exist which is the same under torts except under UCC there is a privity issue. That is why torts carved out said you don't need privity. However under UCC you need privity but have A, B, C. So A any foreseeable user. B natural person to use the product. C is any person or property so C is broad open similar to torts. But can see for products under contracts basically under breach of the warranties your warranty of the product. So would not handle product viability you go to warranties. Other thing here with terminologies that could be tested on the essay is auctions with reserve versus without reserve. A risk of loss. And your buyer seller remedies prior act sep taps of the goods versus after. You were sent a testable checklist I listed this you have to go over this. The reason I do it before breach who I do put in breach if I talk about you being in breach then wait a minute the loss shifted to other side. Breach you got your present bleach and anticipatory breach.

You will be tested on anticipatory breach. The reason I call it anticipatory versus an excuse conditions. The breach you need to show the contract is in what we call executive stages. So repudiate I am not going to per form. You should be seeing these on the multistate such as you hire a headliner to perform and week before no can get more money in Las Vegas I am not doing it. So now do I sue now or wait till you show up on news years eve. The key thing the contract has to be in expect toeur stages what does that mean executive stages means neither of us started performance, or only one of us started part performance. Or neither of us fully performed. If one fully performed we are not in executive stages. If both of us started we are not in executive stages. If none of us did anything we are not in executive stages if one started we are still in those stages. Always one multiple choice question on that so be aware it will be there that is one out of a hundred right. So I got 99 more to go but will take what I can get right. Remedies, again. You are going to know when remedies are at issue how do I know that the call the question. Remedies are testable under the UCC so be careful of that on the multiple choice questions. With remedies have your general damages the expectations of the contract. What did you expect I order a car expect the price you change it that is my expectation to pay for this type of car for 15 thousand dollars. Can buy the same car now for 20 so my expectation 15 versus 20 is 5 thousand dollar difference. Special damages with special damages what do we test here you got to be careful. With special damages you have to be aware of what? They the damages right have to be foreseeable when at the formation stage of the contract that is important. So means we contemplated it.

So if I go to you and basically well there is one out there in regards to she hires someone to dig a well on her property for better tasting drinking wart. Then the person does not get the well done on time, there is a drought, and her apple crop dies. She is up set suing for special damages lost my apples from the crop. Was this foreseeable. What did you bargain for, better tasting drink water. Now if you contract for irrigation water things would change that would be foreseeable at the formation stage if I did not do what I was supposed to do whatever you were irtkpwaeugt could die. So has to be foreseeable at the formation stage of the contract that is important. Rescission for rescission you need grounds to rescind. Fraud, mistake, ambiguity, something. What rescission does is puts us back to status quo. Right. So basically puts us back to status quo. In regards to reformation that comes up when you have a mistake. So then you reform the contract so obviously to undo the mistake that is reformation. Then restitution restitution the unjust enrichment. So somehow the contract may not be enforceable but receive some benefit that comes up with minor contracts. Let's say we have an illegal lease, which, you will learn, illegal leases are not enforceable but you got to sustain a premise so what is the fair rental price of where you are living you have been unjustly enriched even with an illegal lease.

Then specific performance specific performance I see the bar now leaning towards that for baby bar they tested this so got to be prepared. You have not really had this this is learned in remedies fourth year. With specific performance it is an equitable remedy not in law but what it does what you try to enforce the contract you want the courts to mandate the parties to perform the contract to terms. What you show why to that when we could give you money instead go away. You need to as though money damages will not make you adequate why. Such as land they always say land is unique. So I always can't have two identical pieces of land unique so since the land is unique can force the contract. Certain goods, an antique, the rarity of a car an antique car. The car owned by bat man that is a rarity only one. That will be where you can try to get specific performance to mandate the court to force the contract. Right. Again that is something you know based on the facts. Also defenses such as a BFP bone if Ied purchaser. Unclean hands both acting bad. Or you waited so long to bring the claim it prejudices the other side why did you wait. That comes up with land dispute I let you build your building on the land but don't say anything. With a bonafide purchaser you are trying to say wait a minute they paid for value without notice of our contract. That came up with an an taoeg Mustang or something that we contracted for it decided not to sell it least that is what I told you and solid it to something else. Now what will the court do you want that Mustang but sold it to something else who did not know about the contract well they don't have to give it back there is no way we can award what we call specific performance that will be a defense where they will not award specific performance. So can see with contracts it is what methodical you take it in order run it right down there. Certain rules do apply when it is the UCC if a merchant or not such as the firm offer rule the offerer has to be a merchant. Modification. If it is for the sale of a carry offer my car and we modify neither of us have to be merchants. So the specific rules where one or both need to be a merchant or neither of us have to. RememberUCC applies for any good. You buy a statue at a garage sale for a glar the UCC will apply. Of course do other rules fall into play. So key thing you see with contacts take it in the order of your checklist very straight forward. Had questions with statute of frauds and issues with evidence did I clear those questions up or more questions. Remember statute of frauds is incomplete writing want you working on that not just oral that is how they trick it. And with pro evidence you need a written contract and the question was it fully integrated and look to exceptions two or more to get that information in. The other question in regards to consideration. In regards to past consideration, moral obligation.

Those are what not going to work, you are loosely your requirements out put contract. If your consideration fails you look to substitutes to consideration. That is important. Okay. Any questions as to what we kind of went over within contracts or does everyone have a good understanding. Okay I will take that as good understanding which I hope. I want you to practice so take your checklist. What I recommend, go over it, have a good understanding, what I would do is basically go through it by your head notes, formation first, kind of run through it, I have a good understanding about it right. Then go do some multistate specifically in formation. So want to curtail where our weekness is then add on conditions et cetera so we know what we need to work on that is important. Also I want you to plug back into the checklist how the concepts are tested this will help you as well.

So the more you understand how the issue arises that will help you immensely. What will happen at this point similar to torts we reviewed the subject matter so what will happen is you will be sent an essay question and 33 multiple choice questions for you to take and do. I recommend you don't have to do it under exam conditions yet work on it make sure you see the issues there are a couple good key issues here if you don't break apart the facts look at what the examiners are trying to communicate. I want you to read it sentence by sentence and break it apart, use your checklist. That is important to make sure we understand the issues. We can work on timing if you can see the issues and it is just a timing problem cake walk can get through that no problem. If we see issue that is is the problem. So work on that first go from there and then do the multistates. With the multiple choice questions, having difficult with them I get it. Look to the why, why did you put A when it was B we need to figure that out if you don't you will miss it over and over you don't understand thousand concept is tested. We need to learn that that is important and break that apart. If you have questions let me know can shoot me a e-mail. If you want third party beneficiaries shoot me an e-mail. I think I have five all but one I will answer the other one is from 1992 or 3 so don't have an answer for that one good one all baby bar. They don't come up much on the bar exam but they are tough and there are ditches. You saw she started with third party, wait the assignment delegation here, wait, so contract with them. If you can look at those five and understand how the third party beneficiary the assignment delegation was triggered where it was communicated can't trick you anymore. It will help you benefit with your multiple choice. The difference between the multiple choice question in four answer choices the same analytical thinking. Any questions for me. If anything comes up shoot me an e-mail more than happy to help any way I can. Contracts are the bare for most of us but work on it keep practicing have to review your torts don't lose it so doing our building progress keep practicing. If anything comes up. I hate this saying all in this together but we can do this sometimes it gets frustrating, been there done that but if you have questions need to talk say what is a good direction let me know. Hope everything goes well hope you have a good rest of the night look forward to seeing you next week good night.

[END TIME 6:50PM]