TAFT

BABY BAR MINISERIES

5/4/21

INSTRUCTOR: Sessions are being recorded for your convenience. So if you want to go back to listen to the lecture, you may. Sign up to Taft, student section. And go to Baby Bar mini series and everything is there. These sessions are recorded for your convenience. Go back and listen.

The other thing is to use our tools. Go to our website, there's prior Baby Bar mini bar exams. There are past essay questions. The more exposure in practicing and getting the timing down, that's going to help you immensely.

Most of you will be taking Baby Bar exam remotely. I want to go over that in regards to that's how you will be practicing exams. When I send those out by e‑mail, take it under exam conditions. Pop it up on your screen and read it from your screen and write it obviously on your computer so you are getting the practice.

We read differently on the computer than when we have the document in front of us. So that's important.

Our focus tonight will be on the contract essay questions that was sent out to you. I hope that's something you had a chance to look at and outline and break it apart.

The key things to essay is to the call of the questions. It's going to dictate. On the Baby Bar exam, you are going to be given four exams, how it's done now, you will be given one essay at a time. And in the past you were given all four and then you pick. But you are still always going to look to the call of the question to get the idea of the subject matter being tested.

Was it enforceable contract form binding seller to sell the doll collection for $15,000. Does the call tell me anything? Enforceable contract. So I know formation issues.

So formation issues, this is enforceable contract is going to be triggered. Binding Seller, that's a different term.

Binding, that means I'm going to enforce you. You need to abide by the contract. That makes me think about specific performance.

Multiple choice questions, they are recorded and you can go back and listen. 33, I believe, I sent you. The full 33 questions that were sent out to you are not going to be recorded. So anyone you want to go through, tell me and it will be in the recording or the transcript.

The call, what does that tell me? Seller, doll collection, Buyer. So these things tell me contract. The good of the doll. This could be u‑CC. The rule is you are going to read the facts once, get an idea and go back and marking them up. And what I mean by that is you can highlight. You are not going to have a hard copy. So you can go ahead and mark up key facts that indicate issues to you.

I think that's important because I want to reflect on the facts because they are given to me for a reason.

What are the examiners trying to tell me? Let's go to the facts.

Seller inherited a collection of antique dolls from aunt. Stop at the first sentence, you inherited this. This means they don't have any clue. It's your inheritance.

So does she have knowledge about the collection at all?

In her answer states the collection is at $15,000.

I'm thinking antique dolls, UCC. $15,000. And this might raise statute of fraud.

September 1st, Seller wrote and send the following letters to several well known doll collector to the area.  ‑‑ collector in that area.

Look in the letter to determine if that's equivalent to an offer.

And again, if it doesn't have the terms, obviously it wouldn't work.

Now it says, dear doll collector. I have a collection of antique doll for $15,000 for the first person he or she wants the collection.

It's important to break the sentences apart.

She owns a collection.

She is willing to sell.

Since the language, she is willing to sell, shows me she has the hour of manifestation of intent.

The offer to the first person who lets me know.

What is that trying to tell me?

If you think about, if we have an offer and whoever tell us me first gets the collection, I just dictated the method of acceptance.

The first person who lets me know.

Very subtle.

So remember, as the offeror, you can dictate the method of acceptance.

The offer will be good for 30 days. We are thinking option.

Options are open for a state period of time. In this case, not exceed 30 days. And it needs consideration.

If that fails, then go to firm offer. The problem with that, it can't exceed 90 days.

It has to be one, the offeror merchant and in writing.

You want to inspect the dolls, I will be happy to make the appointment phone me at ‑‑ this first point, I'm seeing that is this an actual offer?

Do we have enough fact to show the intent and definitely and certain term, and show it was communicated to the offeree.

If so, then it's an actual offer.

What I have noticed in the past, students write, if I sent out multiple people, that's still an offer but to multiple people. It's equivalent to an offer.

A lot of people, all of a sudden, say, you don't have a multiple offers. It's one offer to multiple people. You can have that. Be aware of that itself.

Next paragraph says on September 3rd, buyer who was familiar with the collection, so she's got familiarity. Why are they telling me this.

Received the letters and call the Seller to arrange the doll on the same day.

So when I call, I'm familiar with the collection, so I might be dealing goods of the kind. Seller doesn't.

Buyer, you can be a collector and equivalent to a merchant if you have special knowledge and skill. That's why that information is given.

So she wants to inspect, okay at this point?

Yes, she wants to make an appointment to inspect which was offered in the offeror.

Further states, buyer appear at Seller's home and photographed the dolls.

She said, I'm interested.

When I say, am I accepting at this time? But I want to do some research.

The issue is did she I must reject the offer?

You want to look at the language. I'm interested but I still want to do research.

She is not rejecting the term of the offer. She wants to do more offer.

So you may bring up the rejection showing your intent you don't want to accept the offer but wants to do more research, so she is not showing her intent that she is rejecting the offer.

It says, I will get back to you.

But my letter went out to a number of other people.

I'm selling to the first one I hear from who wants to buy the entire collection.

They reiterated there.

How to accept? The first person I hear from.

Seller as an offeror can dictate how to accept.

And they really lack an issue or harder issue but they want to make sure some of us see it. And they reiterated again and there is it is again.

September 4th, buyer took the praiser to authenticate the collection.

It looks like when buyer took this out, you are going to keep that offer for 30 days until I get back to you. Otherwise why I spend $1,000 for what?

The praiser the doll is worth $30,000. Buyer phone Seller who is not at home. Buyer left a message on the answering machine, this is Buyer, I like the dolls.

This is buyer, I like the dolls.

That equivalent sense to the term of the offer? It looks like no.

Because you say I like the dolls. It doesn't say I will pay you the $15,000. And you left it on the answering machine. And it says please call me. When you get home.

So again, you would issue acceptance but it doesn't look like in the sense of the term.

And September 4th just to be devilly sure. Buyer send the Seller, I accept your offer to sell the dolls for $15,000. Second acceptance seems to be what unequivocal sense. It looks like mirror image.

But what did she do? She sent a letter.

And it says, and goes in the letter in the post office. So they want me to focus on mailbox rule.

Acceptance is effective ‑‑ valid acceptance, is effective upon dispatch.

Two arguments. Method of acceptance.

First one, heard from. Put in the mailbox. Haven't heard from.

That's one argument.

And I will come back to the second.

Soon buyer returned home from post office. Phone call from Seller. I got your voice message. However I want to let you know that I had an appraisal made and not let go for $25,000. But you have to sell it to me for the $15,000.

Enforceable contract form binding to sell $15,000.

The only way to bind is specific performance. So I need to get to specific performance.

Looking at this examination we see that narrow do formation issue.

So I'm going to my inner checklist, UCC, preliminary, et cetera. To pull out what is at issue.

So you want to break it apart.

In going through it, in your mindset if you actually highlight key facts that's going to help you, the nice thing about contracts is it's very methodical. So you take your checklist and break it apart and go through.

First thing we are going to address here is UCC. Does the UCC apply?

It fleas to sell ‑‑ applies to sell of goods or transaction of goods. Just so you are aware.

Doll collection, UCC would apply here.

I want you to get used to outlining before we commit to the writing portion.

What I'm recommending is I would start my answer and outline in my answer. So I would put UCC.

I'm writing the outline in my answer.

I would define it in regards to transaction of goods.

Then pull the facts out that support the transaction of goods.

I could skip a space and break it that way if I find it more helpful to me and go back and make it coherent sentences and put it together.

But I want to use my time wisely and the tools that I can to help me.

It make sense, make it online and smaller window, which is difficult for me. So go straight to the answer and go back to make coherent sentences.

The advantage for this, it will save you time. And if they do call time, after an hour, and you didn't finish, if you have an issue outlined you might get some points for it.

So some people, issued out on the examination but still did well on the exam.

So if I have it listed, that might get me some points.

Next, merchant. We can agree with Seller, since they told you she inherited this collection, I'm going to make a good argument that she doesn't deal goods of the kind. She offer $15,000 based on the state valued it at. So she is not aware.

Buyer, on the other hand, I can argue either way.

Since they are familiar with the collection, they argue, they hold special knowledge and skills.

I would bring it up and let them know it's an element that's tested here. Does it matter how you conclude? No.

Let's say in this answer you concluded that the Seller and the Buyer are not merchants. That's fine.

Seller, I agree is what I call an absolute. No way I find him or her to be a merchant.

In regards to Buyer, could that go either way?

Yes, it could.

So that tell us me if I say no, which is fine, if I see something else in regards to that triggers for the UCC, assuming that the court did find buyer to be a merchant and bring out that UCC aspect.

So the rule of thumb is with any subject matter, and with any issue, if it's a gray area, it can go either way.

You always see why yourself.

A merchant can't be someone on special goods and services. It has to be sell of goods.

Car dealership, for example, they sell parts. Now I consider you to be a merchant. But they have to tell me not only special in services and maintenance of the car I sell it to you as well, that would trigger.

You might not be familiar with, if you see a service contract that I'm selling you a good, goods and services, you need to know, and it could be tested on the Baby Bar that triggers, you have a goods and service contract, triggers predominant test, and Gavron test.

I always tell students, if you buy something in garage sell. UCC apply. Specific rules for merchant. But example, firm offer. I am not a merchant. But if the department store, says that they will have this particular item open for this prize for 30 ‑‑ price for 30 days, that's a firm offer. The department store is a merchant. And if it's put in writing. It will be up for 30 days.

But I am not a merchant. Specific rules, battle of the forms, both have to be merchant.

Firm offer, only the offeror has to be merchant.

The UCC applies whether you are merchant or not.

You can applies whether it's $1 or $500.

So people mix things up all the time and they know this.

I have seen so much where students will write that the UCC applies transaction of goods over $500 or more.

It is combined the statute of fraud. Keep it straight pursuant to your outline, your checklist. That's important. They are going to mess with you. Especially in the time frame, we panic and we rush through things.

Next on the checklist, is there negotiation? No. Outline, I determine the terms are there. Our Q tips.

Based on these facts, Buyer ‑‑ sending the letter to Buyer from Seller, stating I'm inherited and willing to sell. That's intent.

Q tip. Quantity is one collection.

Time period, first one to respond.

If you didn't see that, we look at reasonable period of time.

Subject matter is the collection. The unique collection.

So we do have the terms ‑‑ so you are going to conclude that these are the offer. Buyer reply, it's communicated. So we have a strong valid answer.

In looking at this offer, what do I know? It's there, it's strong. It's absolute.

So I will go through the elements but I will move on.

I don't have counter arguments to worry about.

You will know based on the elements that's why the facts are so important. Without the facts, there is no issue.

I want to look to the facts.

Next thing I look to is my checklist, was the offer terminated or acceptance.

Underneath the four acceptance firm offer.

If you look at the facts, it states that this offer will be good for 30 days. That sounds like an option to me. That's when it will be open for a period of time, 30 days.

For option, you need consideration.

Now, this is a Baby Bar, that the Baby Bar did take is reliance. Promissory estoppel is a substitute for consideration.

So they argue when Buyer appraised, $1,000. They argue that they found the option to be valid. The reason I don't feel it's an issue, at the time the offer created, you didn't give me option.

And then if that fails, firm offer. The offeror ‑‑ look at the rule ‑‑ it needs to be merchant and in writing and not exceed 90 days, 3 months. So the letter constitute signed writing, and from Seller the offeror and, of course, 30 days is fine. The problem is Seller is not a merchant.

So the firm offer can apply in this case.

Firm offer ‑‑ can't apply.

They test again on Baby Bar few years ago when it was posted on eBay and through Facebook. So they are getting more monopolize but they are the same exam. Same thing. Just a little twist on it.

The next thing that happened, the buyer call and she is interested and she wants to do the inspection and, of course, do research.

That raises the issue of rejection.

For more merchant to merchant offer do we have ‑‑ both ‑‑ offeror must be a merchant. If I'm the Buyer, in this case, and Seller makes the assurance I will keep the offer for 30 days. Buyer is a merchant, it doesn't work that way. Only the offeror. The one creating the term of being open for that period of time for the firm offer, offeror must be the merchant. They will trick you. If the offeror is not a merchant and not in writing. Those are the two they like to hit because they don't know the rule.

It can't be over 90 days. If it is, it's only good for 90 days.

They test that once in a while. They hit that that's not in writing and offeror is not a merchant. Two elements they like because we don't know the rule.

Rejection, she says I'm interested and wants to do research, it doesn't show intent that she doesn't want to accept Seller's offer based on the letter. So offer is still on the table.

First acceptance. I let the reader know where I am. Acceptance number 1, acceptance number 2 ‑‑ to indicate where you are at.

My theories, the easier I make it easier on the examiner, the better outcome for me.

Based on the second paragraph, I will get back to you, she says okay.

And fourth paragraph, she took it to and have it photographed.

The appraiser said $30,000. And she phoned the Seller and left the message, I like the dolls.

That equates to an unequivocal to the he did of the offer. I like the dolls.

So what? So I want to pay $10,000 or I don't have that much.

So that doesn't show me there's unequivocal sense.

You and I have a clear sense that you are accepting the offer. If there's ambiguity, it's not going to work as acceptance.

So $15,000, I like the dolls. It doesn't assure me that you like my term and it's acceptance is an unequivocal assent.

The Buyer, I accept your offer, then that's clear. Mirror image, verbatim.

Once I place at the post office, done deal. Which if this would true, we would have a binding contract at this point.

However, there is a couple of arguments you can make here.

The buyer argue ‑‑ seller say, I'm telling to the first person who actually here from.

Oh, you can argue what's call a method of acceptance. The Seller dictated a method of acceptance. Since I told you or dictated how to accept, the mailbox rule does not apply.

The other argument. If you find this to be an option or firm offer, the mailbox rule does not apply, option contract or firm offer, that's a no‑no.

So if you found the option based on the reliance, which you could have done, you would come to the same conclusion because you find the mailbox rule does not apply.

There are two ways you can write this answer. And based on the two ways, what does that tell me? Based on the facts, the reader is going to give me points. So you could have wrote this differently but to the issue of acceptance, we should come to the same conclusion that the mailbox rule does not apply. Because my method, method of acceptance. And your answer, finding the option, mailbox rule does not apply. So there are multiple ways to interpret which are valid and you come up with it and we come back to the same point based upon the actual argument. Everybody see that?

So this is a good question in regards to formation and little nuances.

Next, rejection. Because when Seller telephoned buyer I got your message, I am not selling less than $30,000.

It has to be timely acceptance. The issue was made it prior to acceptance?

So good argument, since the mailbox rule did not apply, it's not based upon timely acceptance.

But so it continues. They are asking me for what? Look at the call. Enforceable contract binding Seller to sell.

At this point, I found no contract. Seller is not bound to sell. I need to continue. Because I need to get to specific performance.

So you will see it say assuming that, despite the above analysis. If they find Buyer accept, next issue.

Consideration $15,000 in exchange for the doll collection so we have detriment on both sides. So in and out.

The biggest issue that students miss is statute of frauds.

Member statute of fraud of $500 or more must be in writing.

Two ways this is triggered. Oral agreement, which is this is. Or incomplete writings. Based on the facts this contract is for $15,000. And it's not in writing, I got a letter, which is the offer, and then you got my acceptance if you count the one I placed in the mail. Which is separate agreement. So I do have an oral contract on my hand.

For contract, for the sell of goods of $500 or more, how do I get out? Sufficient memo. Written confirmation. Full or part performance and full or part payment.

You can argue the memo you can argue the actual letter but the letter is what? Was the offer.

So argue that Seller's letter was sufficient memo. It has a quantity, time, identity, subject matter. But it was from the Seller. So the statute of fraud is unenforceable.

Here's the trick. What you could put in the answer, is you can argue, estoppel. Doctrine of estoppel. That's the exception that works for statute of fraud. It works for all five contract. Marriage, reality, contracts was not perform in the one year of making thereof. And sells of goods over $500. Based on these facts, you could argue when buyer took the photograph to the expert doll appraisal and paid $1,000 she is relying on the agreement of the parties.

If we have a deal working with each other, why would I have done that. That's another argument you could make here.

I could argue multiple ways and still get the what? Strong answer.

And, of course, breach. Most likely refuse to turn the collection that Seller in breach. Damages would be the expectation of the term of the contract. The problem is I wanted to pay 15 and now you want 35. But could it get the dolls somewhere else. But that's not going to make me happy because I want the doll collection. I want to force you to sell me that doll collection. So that raises the issue of specific performance.

For you guys, I can be more conclusionary. You need to show the ‑‑ legal remedy will not make you whole. Why? Because this is a unique good. It's a rare collection. So since it's unique. Buyer can't go out and buy the same thing. So the court should enforce the contract between Buyer and Seller. And give me the doll collection, that's your argument. And that's your specific performance.

Any questions so far?

So as you can see in the examination, it's pretty what? Straightforward in regards to your formation. There's no trick in regards to conditions and excuses to conditions.

Where is my point value? Well, you didn't need to see option or firm offer. Two issues of acceptance. You did need to break those apart.

Statute of fraud is a biggie. And you need to understand that didn't work. You can't argue that letter were sufficient memo. Oral agreement, there's sufficient memo after the formation, after the fact that we dealt with each other. So it can't be the original offer, can it?

So question is in order to determine if there is an enforceable contract, should there be a statement regarding, anticipatory repudiation ‑‑ I call it two things, anticipatory repudiation is an excuse for performance that I use for conditions. The condition in this exam is you pay me and I perform and give you the dolls. Neither performed either side. So condition is not an issue.

Versus, anticipatory breach to keep it straight on checklist. The contract of executory stages, I don't see that based on the fact to be at issue.

I can see you right now, I don't see date, timeline when performance is supposed to take place that I have to wait.

If the facts told you that once you pay me and I will deliver the dolls in 30 days, I might bring that issue. But nothing here to grab onto.

Did that answer your question?

So remember, with the letter, that's a good question, acceptance by letter could be sufficient memo. Two problems.

With a sufficient memo, you need the essential term. Quantity time subject matter.

And if you look back, I accept your offer, it doesn't give me terms. It gives me $15,000.

And also need to be signed by the party be charged.

So who is trying to enforce the agreement? Buyer.

Who is trying to use statute of fraud, Seller.

Seller sign it, again Seller the part be charge. Buyer sign the letter.

So again, that's something they like to trick us with and something we need to look at.

The key thing in this exam and I didn't receive any from anybody otherwise one. The key thing I have seen in the past, the student that sent that ‑‑ is follow the checklist. You need to separate the issue and keep your checklist in order.

Let the read know, pretend you are talking to a kindergarten. Break it apart. Make it simple. They will not give you the benefit of the doubt. I promise.

So that is something I want to make sure you understand.

So a lot of times, statute of fraud, like a memo, we write them together. It's a mistake. It's confusing and not talked about properly and that will hurt your exam. Yet you saw and it's frustrating.

So I want you to break it apart and look at that. It's very important. This is a strong exam to get to know formation. It's a good exam to understand statute of fraud and how it come up and you can argue reliance. And this is an exam to determine, I can write this multiple ways. Do they do that, yes, and some exams negative exam. You can write multiple ways, but the contract never form or torts never there. I don't like those, because I assuming that and go forward and I think they do that to tournament me. So stick to your guns, stick to the facts. If they are supported by your facts. Stick to what you are analyzing, and you are probably correct.

And when we go over the last exam that was held in October ‑‑ November 2020, that contract exam is exactly what they did. It's a tournament exam. The issue I have to address does not work.

Yet you had to bring it up or you didn't do well on that exam.

Questions on this exam?

You can see, it's straightforward formation exam. One to learn from. It's an area that they like to test because students are not that strong. If you don't get it on the essay, it will be on the Multistate. It's a big Multistate. And I can make two or three out of this one, but you come up with your conclusion. This is how they test.

No questions on the essay.

I did have a student asked about two of them. Not many.

If somebody else have other once to go over, let me know.

First one is question 2. And what I'm seeing that deals with UCC. And that's something you haven't had. That's to your detriment. But we have to learn and those are testable. They like to test it on essay. Since I'm predicting one essay in contract, you might have UCC, but I foresee not be but I might be wrong.

I see two torts is what I predicted. Criminal and contract.

They are predictions but make sure you remember that.

So looking at question number 2, so it's an UCC had 500‑barrel chairs for sale. They have $100 each. The manufacture discontinue production. And they were the last ones they have had for that season they advertised $75 each and profit is $10. They tell you profit, as a merchant, if you breach a contract and sell of goods and I go tell it to somebody else. I get what I lost in profit. Otherwise I'm double dipping. But they told you that in the Multistate to trick you.

Jason was contracted to furniture the hotel. After seeing the chairs advertised. He wired, please ship me the 500 at the price indicated. We accept. And will ship.

And received the telegram, after discussing the chairs with his client, he decided to cancel the order.

May 7, the chairs were sold at $75. So we are suing for breach of contract. What's the issue?

She sold the chairs, she has nothing left. If she had these chairs in stock more than 500. Then in looking at the facts he would be able to get $10 per chair which is the profit of the chair at $5,000. But the fact is she is not a Seller. She only had what she had. She has nothing left.

So since she sold them, at $75, she has no loss. So she is getting nothing.

So the best answer would be D in this case.

You probably seen something similar. A pink Cadillac. Breach. Not buy it. And you sell to Mary, not the pink one. She bought the red one. You can sue me as a volume Seller because I could have sold pink, green, whatever. I still have an inventory Cadillac, I can sue. But only Cadillac I had, then same thing, sold it. Done deal. Because that's the only one. It's a tricky question. The laws volume Seller is if I have more in inventory, they assume I can sell you, I can get my lost profit. That's important.

The other one is question number 3. What this is dealing with, and you got to pay attention, because this is confusing, with the doctrine of impossibility. Remember, it has to be objectively impossible. So like a prime example, I'm sick today. Can't do lecture, sorry. Someone else can lecture tonight instead of me.

But let's say they told you that the building burned down with many I notes and everything is destroyed. Well, I don't think anybody else can lecture. Don't have notes, building. And they have to excuse for impossibility.

On question 3, March 12, one hired to construct a garage. After negotiating the they entered a contract which fix a price of $8,000. Term of the contract, Alex pay $4,000 when the work is half completed. April 25. And pay balance upon completion. Terms of the contract. All work completed by June 1st.

When the work was 1 quarter completed, the structure was destroyed by a fire.

That's important. If it was a fault of the Seller, that's going to change thing or fault of the builder.

The Buyer made it impossible to complete on time.

Could anybody else get it complete it based on June 1st?

He began construction hotel June 1 and informed April 12, no further work for Alex. And Alex hired another to build at $9,000.

Assuming for the purpose of this question, that Alex sue for damages resulting from breach of contract. The facts told you hereditarian for $9,000. And he was supposed to pay you $8,000. The damages is $1,000.

John asserts based on impossibility. For possibility, it has been objectively impossible. The problem is he could have been past that date, but the term of contract. And he already had a contract with someone else and they are trying to trick me. You are going to breach their contract. Facts?

He was supposed to complete the work by June 1, and based on the fire, nobody can get it done by that date.

That's what made it objectively impossible. Answer choices. A, John, because the fire was not his fault. B, John has not received any compensation from Alex.

C, the work was only 1 quarter complete when the fire destroyed the fire.

And D, the obligate gas station was to work until June 1.

The facts told you he couldn't. So he know impossible is going to excuse his performance. So A is the best answer choice. Make sense?

You can say the same fact pattern, similar. I change the word, it will clang the answer completely.

So we got to pay attention. If I say fault of the builder, he is not getting offer of impossibility. He cause the fire. Pay attention to that. Very important. So the facts, you got to dissect it. Look at it. My understanding is that you can highlight on the Multistate. I got to keep it straight in my set and who did what to whom, is it impossible. Meaning no one else can perform.

On question 4, a step further. He brought an action to quasi to sue. Alex wants to sue. If you have a fire that burned everything down, you don't have anything left.

Versus if there is a fire that burned half of it. And half remaining. But based on the facts, the answer is no.

Benefits have been confirmed on either apart and answer is no.

I have seen on contracting, and then fire, and he still had the supply. The builder has been unjustly enriched because he can use the apply on another job. So the facts will dictate.

What if the builder constitute an action against Alex for the cost of building lost in the fire, is the builder out of luck certify yes. What you are going to look in the fact pattern. Because the answer could change if there is insurance.

If they told you the Seller had insurance and the collection on the insurance proceeds, he has to pay for those loss of supply for the builder. The presumption is that the builder should have ‑‑ if you contract someone to build the home, the homeowner should have insurance. It's the builder is building so he should have the insurance.

If the Seller has insurance, yes, he would get paid for the supply lost. The homeowner has been unjustly enrichment.

Versus in this case, he should have insurance.

You see how one fact, Seller is insured, that can change everything. It's all about the facts.

And you probably have experienced when you do Multistate, wait a minute, I remember questions like this. But I think that's the answer. So you have to go back and compare the two and that's how you learn. This is the difference. Contrasting.

Is there any questions anyone that you didn't understand that you missed? I hope you do them. It's important.

When you take the multiple choice, hone in the testing.

One is impossibility. And break it apart from there. Sometimes they don't, you got to break it apart to know where you are, the checklist, the issues are looking at and the issue within the issue itself.

If I look at it as a whole, contracts.

I am not going to get the right answer.

Even if contract, statute of fraud, that's still broad.

Contracts, statute of fraud, memo, and what within the memo, essential terms ‑‑ what are they testing here. You have to break it apart that far in order to get the best answer choice. And that's what make multiple choice questions difficult. Two correct answers but one is better than the other.

Any other questions? Nothing?

Well, if anything comes up shoot me an e‑mail and I will be more than happy to help.

And another area with contracts that usually it's one that does come up minor contract. They like to test that. Areas to be aware of. And I will get to 28 in a minute is disaffirm of the contract.

Disaffirm the contract even after they reach the majority. Reasonable period of time. And then the other thing to remember with that is because you can avoid the contract, because you are a minor, still doesn't mean I can't go after you, restitution, unjust enrichment.

28. Which is the least likely to be committed into evidence over objection by Phillip. I attack these, which one is going to work? This one is great. And break it apart that way.

May 15 after negotiation, they were in the written agreement of the home.

The writing saying that the price to be $300 plus the cost of material and work begin on June 2, and complete by June 12. The portion of the house yellow and trim, brown. And written memo was final and expression of the contract.

During litigation between them to enforce the contract. Daniel offered to testify that the follow additional facts. And now you have to read these and see which is the best.

A, prior to signing the memorandum, they all agreed that the contract would have no legal effect if Daniel sold the house prior to June 2nd.

So does this beat the evidence rule. You are trying to bring in negotiation. And to show me that you orally agree that has no effect. If you are trying to bring in pro evidence. Maybe it's a mistake. A, probably would what? Be able to come in. So it's not going to help me. What's the let's see likely to come in into evidence?

So A, no.

B says, prior to signing the memo, that Daniel would use no paint without first submitting it to Daniel's approval. That's a condition. For pro evidence. Exception to formation or if you can show an existence of condition, that will be able to come in. B is out.

C, they agreed that any promises made by either them during negotiations were to be enforced even if they were omitted from the memorandum.

Wait a moment, while signing the memo they orally agree that any promises made during negotiations were to be enforceable even if they were omitted from the memory addendum. How is that a full contract? It's not. I don't like C.

D says, Phillip will spend no more ‑‑ terms of the contract. It has to be C.

So C tell us me that if you made that agreement, it's not fully integrated between the parties.

Okay. C is the correct answer. The pro evidence prohibits the forensic answer of agreement to the terms. And it says, based upon ‑‑ full and final expression of their actual agreement. Since based on what they are agreeing to, it's not going to be a full express ‑‑ expression of their actual agreement because they are allowing it in. C would be your best answer. Do you see how A allow through fraud, and B allow the evidence in because it's a condition. And D allow based on the term what they agreed to in writing.

So this is what I call a negative question which they do. The call was least likely.

I hope that clears it up for you. Any other questions?

We have done torts and contract. Next week we will be doing criminal law. Going over in regards how it's tested. So we will be going over our criminal law on the Multistate, essay. It's a good straightforward subject. And they love to test murder. So it's an area to go over. Red line rule, they do come up.

If you look at the checklist. Everything is testable.

You want to understand those. And, of course, murder comes up a lot on most exams. Burglary. Theft crime. So they can get me anywhere.

Conspiracy comes up.

If anything come up shoot me an e‑mail and I will be more than happy to help you.

Remember, you are rotating now. We have torts, and contracts. So you have to keep up on those. And another subject, criminal law.

I wish everybody good evening and looking forward to seeing you guys next week. Good night.

(Event adjourned at 6:57 p.m.)