CLASS: BABY BAR REVIEW

LOCATION: REMOTE

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(Captioner on standby).

>> Good evening, everybody and welcome to the baby bar mini‑series I hope you can hear me loud and clear and the sessions are recorded ask and for your convenience you can go back to the student section. Log in go to the baby bar miniseries and everything is there for you for your convenience. Welcome to tonight’s series and the main focus is on contracts. Before I jump into contracts you were sent out not only a checklist but sent out UCC testable areas and that is an area I want you to understand and get to know. It is important. And you will see in regards to section 2‑201 to 2‑209. Verses section 2‑306 and 2‑319 mainly they are mostly multiple choice you might be aware of the implied warranty of merchantability and fitness and you learned those in torts and same things in regards to UCC and different who they apply to ask and foreseeable person and who they use that would include a corporation and they are considered a person.

In regards to section 2‑3502 to 2‑503 performance these are multiple choice. Section 2‑612 that is multistate orient and had remedies two‑# 715 is highly testable study the areas and get the gill better and look in the areas it wasn't covered in contracts schools give you a separate class called ECC. That is important and it is tested and I want you to be aware of it.

All right. Now, again, you should have gotten a contract checklist. What is important with the actual checklist with contracts is you take an order and you don't take anything out of order it. It is important. You start with .1 and work your way through. If you find you formed a contract you can't go back um, and talk about an offer. If you see something changing it might be an issue such as modification and you want to be aware, again, there is no way the to take the contact checklist order and start with .1 and work your way through. If someone can let me know, now you can hear me loud and clear? I want to make sure you are getting my message.

In regards to contracts you need to ask yourself was the contract made between the parties? Is there any reason that the contract should not be enforced and they are looking for actual defenses itself? And you are looking for any conditions under the contract. Who is bringing the action? Could be a third-party beneficiary and is there a breach of contract and what is the available remedies and a couple of things I want you to think about. Was there a contract between the parties? Is there any reason not to enforce? There is a defense. Such as statute of frauds. Capacity issues. Mistake. Conditions. Conditions is an area that students don't do well on. Remember when you see a condition you need to not only type the condition. But see if you can excuse it. Then of course third-party base. We will deal with. Third party beneficiaries and silent delegations and the remedies. You look for multiple and don't just bring up one. Look for multiple remedies in and of itself.

The first you look to does the UCC apply? They can test what is called goods verses services. For your purposes if they do you must talk about the majority rule and the minority rule. Majority is predominant factor test and minority is (Indistinct) test. The predominant factor you look to the facts and what is the contract. Is it the good or service? Verse the gravamen you are looking at what caused the complaint or lawsuit. Look at what I have there ‑‑ [Reading] ‑‑ if you look the 350 is cost of the good. 150 is the service to install. The predominance of the contract would be the sale of and goods to the UCC would apply in the jurisdiction verses the gravamen. If you fail to install it that is the basis of the lawsuit and it is a service contract. If you see it tested what does that mean? One of these will put you in the UCC and one will not and that is when you want to make sure you do it. Other thing I want to make sure you understand. If you see the UCC triggered it deals with transactions and good of a kind. Period. Doesn't matter to the dollar amount. If I buy something at a garage sale for a dollar does UCC apply? Yes. Doesn't matter the amount but it was a good and you want to understand.

For the purposes of the exam, you are going to talk about UCC if it is trigger asked and go through the common law principle first and in I it fails bring up the difference in regards to the UCC. If you see an issue to offer, bring up as to common law and if it fails, bring up the aspect in regards to the UCC. That is what you are going to write the examination.

Next you look to see if merchants. Remember such as school or college they can be considered merchants themselves. We have preliminary negotiations. General advertisements and stuff like that. That is common as to what you have experienced right? In regards to buyer and selling the home. The issue is that an offer or inquiry and since we know no certain terms it is inquiry. There are ways to terminate the offer. The termination of the offer is important. I use a pneumonic old railroad to get me through it so I don't forget things in regards to counteroffer. Lapse of time. Rejection. Revocation. Death or destruction f of the subject matter. Of the party few giving the actual offer itself. These are very multiple choice tested and they come up on the essay. Counter offer and revocation is testable. The other thing I want you to add is option contract if you have an offer supported by consideration that creates an option contract. If it is not supported by consideration and it is under the UCC you argue firm offer. The trick with firm offers that comes up on the multiple-choice questions the firm offer has to be from a merchant and offer has to be from the merchant and it can exceed 90 days and it needs to be in writing. They are going to trick you on that and you want to be careful. It is test and had must be in writing. The offer or must basically give the insurance and it can't exceed the 90‑day period.

If I say it is good for six months it would be a valid firm offer but only for the 90‑day period.

Acceptance. Key things. Unequivocal assent. The key thing acceptance or inquiry. [Reading]. So now the issue is, is that a valid acceptance? Well, you look at Peter. Calls Mary and says I accept your offer that is unequivocal in the sense of the offer we are done. And then when he states I hope that is where you argue it is an inquiry. It is not a counteroffer. No added terms. And these are little details they are going to test.

(Indistinct) effective upon dispatch and they are going to play with you. And love to do it on the multi‑states. You send an offer and basically, I call you out and say I don't want it and I mailed an acceptance. Do we have a valid contract 1234 it was factual? Based on the facts that I you gave you there was a formed contract I mailed the acceptance in dispatch. Verses when I called after the fact. Sorry. But if the facts tell you that you relied that changes the whole scenario. If you rely on the rejection then there is no contracted self. It is all factual and you have to pay attention to the facts and other area good for testing now is you look like you might have two contracts is 2‑207 deals with the battle of forms and it is very testable. With the battle of the forms, you have two ways it comes up. Additional terms and different terms and there are a different. Additional terms are I you give you something and you add something to it. Different terms are you change something I you had in the offer. For example, what is common with additional terms is you send men an offer in regards to, to purchase the car for $10,000 and will deliver on Friday and I send you back an acceptance saying that sounds great but I want you to deliver it on Saturday. That is an additional term. That is a different term.

Verses say I add the term that I want you to detail it. Now that is the additional term. Under common law that is a counteroffer since I added the terms verses the UCC not under material maturization and nobody objected to it can become part of the actual contract and this is a very highly testable concept and you need to study and get to know it and comes up on the essay as well as multiple choice.

Different terms you are going to see is terms differ. Necessary sense Friday to Saturday. That is a different term. And there was one out there that wasn't tested too long ago with pigs and said you would buy plus or minus 50 pigs and of course in regards to buying the feed from the feed store and said something else I don't recall. But of course, from the woman signing it crossed out buy the feed store added a term to say as long as fair and reasonable price and changed the quantities of the pig which is a different term. On that we have additional terms and different terms. Sneaky.

There is another one in regards to, I send you a merchant. I fax you over a purchase agreement and it states that our dispute. Arising from the transaction will be by California courts. You fax over saying all disputes will be resolved by (Indistinct) and California law would apply. Two issues. Additional term. You put the California law would apply. Different terms because I you said state courts and you said arbitration and it is subtle and something you need to be aware of, they like to test the concept in and of itself.

Next you have the issue of consideration. Key things there is requirement and output contracts. Number one if you do see it is your job on an essay to determine what it is. Can't call p both. Other area is preconsisting duty rule and a lot of times that comes you up in modification issues if you find it fails meaning the consideration fails before you hang up your hats look to see if there is a viable substitute.

For baby bar purposes promissory estoppel and detrimental reliance is the same. (Indistinct) conduct rely and see reliance based upon whatever you promised. Look to the facts.

Now, has there been a valid contract formed and what I want you to understand is if you see a fact pattern that the facts state there is a valid written contract. There are no formation issues and I can look at the checklists and say does the UCC amply. No. Merchants. Formation. Offer. Acceptance and consideration because the terms in the facts I don't have to address. But that doesn't mean there is no defenses to formation. Prime defense I am looking already is pro‑evidence. Remember pro‑evidence what? Contract is fully integrate and had it has to be in what? Writing. Say a valid contract and look for preliminary negotiation to see what was discuss and had didn't get into the terms of the contract itself. That is, you how a lot of times pro‑evidence does come up.

Other defenses such as capacity and minor and stuff like that can come up as well. The facts tell you assigned writing between the parties or a written contract. What that means now is you need to look to the facts and see do I have to do offer? Acceptance. Consideration or can I do mutual (Indistinct) and consideration. And the reason you want to know this is time. I want to know (Indistinct) on the exam. That is important. The facts will dictate. If they spell out the Q‑Tips. Quantity. Time. Parties. Price and subject matter. They want you to go the long haul. Offer. Acceptance and consideration. Everybody understand that? It is important. Again, time. Since these are timed exams my I goal is to save time.

To fit this to formation this is highly testable area for some reason as a student we have a tendency to forget about defenses. Statute of frauds is highly testable. Know it.

The key thing I want you to remember of the statute of frauds not only highly testable essay and multiple choice you got to show me on an essay how you got into the statute of frauds and how you got out. You can't run these together you got to treat separate and talk about them independently.

An example dealing with I am going to buy the condo and we agree. That is a contract. In real estate. An interest in land and needs to be in writing and I will point out with the facts ask and say therefore it is enforceable and an exception and see if I have a sufficient memo. Dealing with reality you can use performance or estop l.

You can see multiple issues that are clever. I agree to buy your condo (Indistinct) for six years and buy it from you. That sounds like two contracts. One with interest in the land and not performed within the year. Can't buy until year seven.

I have two separate independent issues for statute of frauds. So, what you are going to do is show how you got into the statute of frauds and (Indistinct) the facts and the exception to that one and analyze it and go to the second issue of the statute of frauds if you try to run together it gets confused and confuses the reader which exception applies to which one now. We want to keep clean and simple so the examiner knows what you are communicating and talking about.

A couple of things in regards to exceptions. A sufficient memo is memorandum with the essential terms and that is the question and must be signed by the party to be charge and had usually the party to be charge second‑degree the defendant and not always. So, who are you trying to enforce against? That is the party to be charged.

Other is you want to match these up. sufficient only works. (Indistinct) death of another. Sufficient memo or main purpose. Over one year. Sufficient memo. Performance and contract of sale of goods (Indistinct). Memo. Written confirmation.

You want to match these up as to which exceptions apply were. Estoppel is sleeper for the baby bar and they like to test it because you don't know it and it is a simple concept. Based upon your conduct you rely on the contract.

One of the baby bar exams where a guy orders Russell wine and they found out how popular the new wine was going to be they said they wouldn't deliver unless they give more money. He was a CPA and put their name on the napkins and you can argue base on the conduct unless they had a contract why would he do this. And we can show the reliance and the court is more likely to enforce the contract.

Statute of frauds is highly testable and an area you want to understands and have a good concept of. Otherwise obviously we are going to miss issues and don't want the to do that.

Mistake. Know your mistake. On the multi‑states and I guarantee you will have one. With the mistake what you need to understand is it is a mutual mistake or (Indistinct) it is a difference two can void the contract. If both are mistake it is voidable by the party. If it is (Indistinct) mistake. (Indistinct).

In I am aware you made a mistake like the contractors did and know it can't be that. And I should have been aware. Then that contractor can void the bid in and of itself. This is important because it does come up on the multi‑states. Ambiguity. Multiple interpretations no big deal. Fraud. Fraud can be a defense to a contract and it can also be a tort. If they want to be mean which they haven't done in a while. Cross over T. call of the question will dictate. Number five you need reliance. On a multistate make sure you see the reliance and a couple of times they will talk about a guy knew the value of the actual land and asked a question about it and you made a misrepresentation. You knew the answer prior to answering the question.

Pro‑evidence is another good defense people have a hard time with. P applies to certain contracts what you are doing and seeing is I am trying to get something in the four corners of the contract that is not in there. Unless I can find an exception, it is not coming in and says any oral or written sometimes made prior to at the time of forming the written contract not coming in. They don't want to change the four corners of the document. If you fully integrated the intent is the body of the terms of the agreement in the contract, they are not going to let it in and there are exceptions. Main one is fraud mistake and ambiguity. Any defense to a formation of a contract. Mistake. Fraud. Ambiguity. Legality. Capacity etc. is an exception to the pro‑evidence rule. Main ones are fraud, mistake and ambiguity. Usually, they go together. And a statement there is fraud and maybe led to a mistake or a misunderstanding and they have tested that several times on the baby bar where someone says you move the debris. My definition and yours might be different and it is ambiguity. (Indistinct). Might argue fraud you knew it and that dealt with an actual dilapidated cars and a billboard. When I bought the property, I thought you were getting rid of everything and including the billboard and the idea was that is not debris and you make the argument from there.

Legality doesn't come too much. Minor yes in the multi‑states and remember the contract is voidable unless for necessity. But the remedy is different.

Necessary sense if you enter in a contract with a minor the contract is void by the minor. Reaches the age of majority has a reasonable period of time to defer. If I enter a contract for a purchase of the car. Shouldn't have done that. He can void the contract and say the minor is in a car accident and destroys the car. Of course, he is. Doesn't mean you are not liable under restitution. What benefit he received in that case would be how many days he owned the car. You will have restitution as a remedy to fall back on. Not what you always learn in remedy is not the best remedy. Maybe it was $30 and fair rental is 5,000 for the time he had it. Not the best remedy.

Again, with the minors they like to show in regards to disaffirming the contract it is important. Third party beneficiaries and this concept is not very difficult if you follow the steps and this is highly multiple-choice test and had has shown up on the baby bar three time in a row. Shocking.

When they test it be ware? This is something you want them to make sure you can master and we have several essay questions on the baby bar you should review and get a good handle in case it pops up. If it doesn't not a waste of the time it will give a better understanding of the multiple-choice questions. Remember for a third party you have to have a contract between A and B. Another party. DOA right in the party as a C third party beneficiary and another contract that party is try to go get into.

How you see I come up with and prime example you buy a car for your daughter for her 16th birthday and enter in an agreement with the dealer ship and say you want the title in the daughter’s name and now daughter is suing. That is primary example of third party. The contract was between you and the dealer ship. Did arrange rights of the daughter as third-party beneficiary and based upon the facts you will know how far you have to go and based upon on who is suing.

If it is just the daughter, she has to prove offer, acceptance consideration depending on what the facts state. Then the right them to sue as third-party beneficiary and (Indistinct) contract. There is an intent Ben if it in the contract you said put title in my daughter’s name. Classify. It is a gift. Did her rights vest in majority rule assent and two (Indistinct) and you step of the shoes? Stepping of shoes means the daughter can assert any claim against the dealership as her father could. It is tit for tat. You are taking the position of the original contracting r party as third-party beneficiary itself. These can be tricky sometimes people don't know when we are dealing with a contract and that is what makes it difficult.

If I agree to give you an easement on my property and reason, we are going to the easement is so your daughter can have access to the beach. That agreement can be triggered for third party beneficiary the easement is a contract. Or release and liability that is a contract and they use sometimes different terms to throw us off assent to not understand. Key things I look at and map out who is suing who for what. If I tell you, it is a dealership and they are suing the daughter. That is third contract law. You have to look to who is sue and why.

Next you have assignment delegation. A couple of things you need to understand assignment can't exist without a delegation. A delegation can't exist without an assignment. It is your job to determine.

Now assignment is we are giving up a right. Right? Something that is pleasant. Right to my money or right the to my royalties. Remember in regards to the series contract signable. This is what they are going to treat on the multi‑states. Sign of laws and prohibited by contract. Prohibited by law or two (Indistinct) nature.

The problem is even if the contract you can't assign the courts like the freedom of assignability. Even though you assign the courts going to enforce it. You got to make sure unless they use specific language if you assign the contract, it will be null and void. It has to be evident. If you signed you destroyed the contract relationship between us and a lot of times, they don't have that in the fact pattern and a lot of time it is party does sign.

Assignment deals with a benefit and transferring the benefit on the contract. Verses a delegation. Delegation deals with an obligation. Obligation under the terms of the contract.

In regards say I contract with a contractor to build me a swimming pool. He is getting the benefit of being paid and he says l I would like you to pay my daughter and signs his writes and hired a subcontractor to deal the hole. And delegated the obligation of digging the pool to the subcontractor.

Was it assumed? Did you contract the subcontractor? Any motivation and what is the effects of the delegation. Motivation is important. If it was motivation this can release liability. General rule if I delegate obligations ask and you sue who is primary party? Contractor who is secondary liable. Subcontractor. If there is an ovation you released the contractor. They are far and few. I don't want to release a party of liability especially since the contractor had control of who they hired and had there is a reason why the law does what it law.

With the third-party beneficiary assignment delegation, you want to approach these when they come up and also understand who is suing and what do I mean? It is funny every time I bring this up, I have to get out my tablet and map it out myself and let's see if we can come up with a scenario. A and B enter contract for landscaping. A hired B to landscape. C comes along and buys the property of A. B hires D to do the drainage and stuff for the landscaping and job was supposed to be done and didn't get done. Now we have in this case D is suing A for the money. How does D get to A.? He has to show the A, B, contract and show that what? B delegated it to him. That is assignment slash delegation verses if we have C suing it is the same thing A assigned the rights and steps in the shoes of the assignee. the scenario. A entered a contract for landscape and entered the contracts for C's property. The daughter. To do the landscape for C and he is paying and B go ahead and delegates to D to do the fencing and stuff like that.

Again, the daughter doesn't get the work done. No landscaping done. The daughter is suing now. She is suing under the AB contract as a third-party beneficiary and steps in the shoes.

Say D doesn't get paid and D is suing C. How does D sue C? D has to show the delegation between B and D, right? To show the effects of delegation he has standing and he is going over C as a third party. Tricky. All right? So that is why you got to map it out. Sometimes it can be a little complex and got to have a good, clear di gram in my head.

Conditions first step is type of condition. A lot of students go into excuses. Why? Remember expressed conditions are very harsh. Courts don't like them and if they can find express promise, they are going to do it. It is harsh. They don't like them. Implied in law. Constructive conditions and perceived concurrent or subsequent to save time I grab onto precedent and look to the facts who is supposed to go first. Verses if the plaintiff is suing and not subsequent, I will talk about the defendant first how the they are precedent to the plaintiff and go in that direction. And understand how you are going to write it.

Implied in fact remember you can never excuse. Good faith and cooperation. If you think about it is funny how the to have these implied, we do for say painting services. Say you want your inside interior of the home paint and had you agree to a price and time and color. You never spelled out in the contract I want to make sure you cover my furniture and have drop cloths to not get on the floor. That is assumed and had that would be you implied in fact they are doing the work in the right manner and you come home and see everything else has been painted. No. You expect it to be taking the right precautions and obviously prepping and the walls are painting verses everything else.

Once you find in a condition which would have to be implied in law or expressed. Look to see if you can excuse it. Some of these go together. Impossibility. How it is tested look to is it objectively impossible. An example and say I was sick today and can't do the baby bar miniseries would responsibility excuse Taft law obligation the answer ss no. The reason is it is not objective. Someone else can step in my shoes and teach. Substantial performance. You don't say this. But look to see if it is 90 percent perform and had you know it is an issue. And if you got what you bargain for and be reimbursed what you didn't get.

Lawful prevention ss hindrance of performance. Impracticability and cost are too high and I contracted with you. Like a prime example today. I contracted you for transportation services and enter in a contract for a period of three years. Year two Biden. Gas prices. Wasn't anticipating this. Now I am making a negative amount of money by giving you the transportation services and I have to argue I you can't perform off of practability. And didn't see this and it is costing too much money. Modification. Frustration or purpose. Purpose is frustrated. Key thing is it is not only unforeseeable event but the purpose must be known at the contract stage.

If I contract for horseback riding lessons because I want to ride in the parade in LA and the parade was cancelled ask and I you can argue my purpose is frustrated.

Conditions subsequent makes you take the condition out of the terms. Rescission. Di visibility. Love for the multi‑states. People don't understand concept. Divided by price divided by unit. One element you have to pay attention to was the contract bargaining as a full. If you bargain as a whole or full you can (Indistinct) the contract. Example is installment contracts. If I am in the trier business and say I want once a month this quantity of tires delivered to me. It can be divided by price and unit. Monthly. The quantity you deliver to me. But (Indistinct) if I contract for a full year of services, you can't divide that. Won't excuse your performance anticipatory repudiation. By words and voluntary disablement by conduct. Those two go together. Estop l and same as reliance and waiver you waive your right. Say there is one tested on the bar that you can't get the proper flooring and you waive your rights. Looking at excuses and performance. Impossibility. Impracticability. Frustration of purpose have a relationship and if you see one you talk about all three. Same thing with anticipatory repudiation and voluntary disablement. Other thing I want you to pay attention to is look for two or more ways to excuse performance and never just one. L.

Again, you look for two or more ways to excuse one's performance. Now with conditions I want to point out if you see express conditions. And analyze it. Run through as many excuses for the express condition that applies and go back up and see if there is applied condition that applies and then excuses for that and move on. I say sometimes people argue substantial performance for an expressed condition. Don't ever do that. I see students say it doesn't apply to expressed conditions. Why wastes your time? They want to see the ability. What you can see is an issue and why it is an issue based on it be facts that is important. You don't want to waste your time on non‑issues that is not going to give points. It is all about points.

Anybody have any questions in regards to conditions? Breach. Present breach and anticipatory breach. Some people have a hard time. You see under excuses for conditions I have anticipatory repudiation. That means when I use the term myself, I am under excuse for performance. With breach. Anticipatory breach. That is a breach discussion. They are the same pretty much key thing is can I see you now. And one thing they like to tests and I guarantee you will be having one multistate is contract must be executory stages and what does that mean? You will see on the multi‑states where a club hires a headliner to perform for the New Year’s Eve party and yet the headliner has another bargain and can get a good deal. More money and a hotel. They are not going to show up. What do you do? Do you hire somebody else he tells you this December 29th? Or do you wait to see if the p doesn't show up? What do you do? That is where anticipatory breach comes in play. Must be in executory state. That means neither of you fully perform and had one of us not fully performed. But if we both start performance it is not executory stages or if one did full performance, it is not executory stages.

If I you just start performance it is still executory stages. If I fully perform. Say I paid for the night of his scene. Not executory anymore. If I gave a partial payment and yet the performer didn't perform anything that would be an executory stages and people need to understand what the term means and if it is in executory stages the key thing of what you are looking at is can, I see you now. Or do I have to wait and see. Until the day you breach the contract to sue for the terms of the contract.

Now in regards to remedies. This is, I will go back. Going back to breach. Sorry. What I also want you to add prior to discussing who is in breach since we have to know UCC is warranties.

Remember the piece of paper I talk about earlier. Warranties there. Express warranty and implied warranties the law is different. Risk of loss. FOB and FAS terms there. This will dictate as to who you are putting in breach.

I added to my checklist UCC terminology. If that applies that might change everything, I was putting plaintiff in breach and now it flipped back to the defendant based on the UCC provision based on risk of laws. It is risk of laws based upon destination contract. Does it shift once I deliver to the site or shift once I put on the (Indistinct) or shift once it gets deliver and had those are important terms that will dictate when the risk of loss transfers. You want to know that. And that will tell who is breaching party and help to set up the remedies and if you find the seller is in breach and it is really the buyer you listed all of the wrong remedies. See how important this is? That is why again, I can't stress enough. You get GILBERTs in sales and match up to common law. Common law first and put the UCC provision and that would be important. If you have questions let me know and I can guide you.

Remedies are important. First of all, always look to the call f of the question. If the essay is saying what damages can Mary get? Unhappy. Why? That is general special damages. Right? There hasn't opened up what I call Pandora's box for remedies and that is good. If it says what remedies? Now I have damages to talk about and probably rescission or restitution or specific performance. I have something else. Otherwise, why did they use the term remedies? It is important. In regards to general damages remember it is expectation in return to the contract. You can get away with that now. What was the expectation of the contract buying a car for 5,000 and replace for six? Expectation is paying five and difference ss a thousand bucks no problem. But I want you to make a mental note when you get to remedies there is specific language you are pointing out. Don't just memorize this and think you are done when you and get to remedies and that is the downfall of people in remedies, they don't learn a specific language. Again, you don't have to for the baby bar. But you need to know for the fourth-year class as well as bar exam. (Indistinct) comes up on multistate and essays and has to be foreseeable at the information stage. There is an exam where one contracted for digging a well for better tasting drinking water and you didn't do it write and the apple crop died because there wasn't any water to irrigate. Wait a minute you contracted for drinking water and not irrigation. She sued for the loss. Sorry wouldn't get paid. The special damages are not there.

Now, when you see the call damages on the baby bar, they like to do this to you and don't give any facts and since the cost of damages that tells special damages and expectation in terms of contract. Special damages and any loss profit. Contract and get out. If there are no facts that is what you have to do. No choice. But it is important that you do both. Why? Because the call of the question dictates and had it said damages. Rescission. Rescission (Indistinct) the contract and p put it is parties in status quo and you and I agree and we are putting back to the point and you need grounds for rescission. Something to go back. Reformation that is where you have a mistake. That comes up with bids. Contractor and subcontractor bids and submit the raw bid to the city and they pick me and realized the subcontractor made a mistake. Was that mistake known or shouldn't be known to reform? Or we agree to something and have the secretary type it up and it is the wrong figure. That is a mistake. We want the contract to reform the party’s intent that is reformation.

Restitution. For the party, like for the minor. The car. Suing for restitution for the unjust enrichment he did receive. Sometimes again even though this is law school you are going to list as many remedies as you can. Doesn't mean it is the best but I want as much as I can.

Prime example say I entered into a contract with you for you to buy a house in your name for me and I don't have good credit and I will give you the money. But you bought for me. In regards to the actual house went up in value and you decide to sell it. And sell for a hundred thousand dollars and bought for 50 and you made $50,000. General damage is expectation which is hundred thousand less the 50 so it is $50,000.

Getting to the same fact pattern except for someone who wants a specific piece of property pays you $150,000. If I look at current market for 150,000 properties. It is 50,000 differences. I might sue for restitution to take away the unjust enrichment you received.

Another example on the exam is the painting. You estimate the value to 20,000 and it is worth 50,000 and you sell to a collector for 75. When I go through the damages, I get the fair market value of what it is worth. 50. You have 75 and shouldn't reap off the wrong doings and I want to sue for restitution to take away from you. It is called the unjust enrichment and based upon the parties wrongful doing.

The other remedy they love to test for baby bar and new you within the last six years specific performance. It has been popping up because they know students don't know it and I am not sure if I agree with it. What you don't understand it is equitable remedy. To give a short scenario in the old days we had law court and equitable court. Go to law court and argue your case and give you money. And go across the street to the equitable court. And the present the case again and present an injunction or not. That was two separate courts and now we merged. The judge can hear both. What it is, it is the law you have your damages and we shift to equity and those facts are from the equity issue you are trying to deter. Equitable issue you have no jury. With damaging I have a jury to determine. Equitable remedies only a judge who hears the case. And we will hear more in civil procedure in regards to who is tried first.

With specific performance equitable remedy and what you are doing is having the judge look to the contract and see based on what the parties did. Should he enforce that contract? You breached it and legal remedy is not going to make me happy. Say it is land. Land is always unique and therefore I want to force your Honor for him to sell that specific piece of property. Look to the facts and see if it is unique or the money is not going to make you whole the court might mandate specific performance and one area, they are testing is (Indistinct) servitude. If it is for services l unless you are the only one that can do it the court is not going to mandate. They hit twice on the baby bar I am surprised and had you haven't had constitutional law either. They are getting more complex in regards to the test and other thing what you want t to show for specific (Indistinct) remedy is not going to make you happy and inadequate. Look for defenses. Unclean hands and both parties are dirty. BFP. And latches. The BFP is where party pays for (Indistinct) say you and I contract for property and you sell to a third party who doesn't know about me and it is necessary crow and getting ready to close and I find out about it and say look is not going to make me happy I want the specific piece of property. Problem you are you have to be here. No notice and paid value. What are we supposed the to do? Most likely the court is not going to do it. BFP is a valid defense. Doesn't mean I can't get money damage from the seller. But they are not going to mandate him to sell the property to me.

Latches is very similar to a legal defense of statute of limitations. Latches is an equitable defense that deals with undue prejudice to the defendant based on you failed in time. And you waited so long to bring it. Prime example would be if I built a porch and it is on the property and you see it and subpoena t something and don't do anything about it for ten years. Well, jeez, man, ten years I have been using and having a joy with it. You can argue that is something you purchased and now you want me to rip down. And the enjoyment has been here for a standard period of time. And that is something you will argue to the court.

That is your contract in a nutshell. Any questions on that. The one thing about contracts either you love it or hate it. I love it because it is checklist orient and I like things in order. Doesn't mean everything is an issue. If I am going to eliminate and move forward that is what I am going to do. I like it because I like structure that is my nature.

What has happened now. We had torts and contracts and you have a good understanding. Again, depending on where you are in the studies I would break apart in the checklist. Don't overwhelm yourself. You should be doing multiple choice and contracts as to where you finish. Say formation. Absolutely multiple choice in torts and issue spotted essays in torts. Remember I told you this is a building block and we got to build on top of each other it is important and the only way you are going to master in order to succeed for the June exam coming up.

At this point I want you to do the multi‑states daily so you understand the tactics and it is not just memorizing the black letter law. Spot issues with the essays. If you need essays go to Taft’s web site in the student section. Several things. Prior bar questions there is a section with Taft model answers for baby bar essays and you can go to the California bar web site for baby bar essays and remember those are student answers.

We have E classes for first year and all are questions taken from the bar or baby bar. So, you have a lot out there and if you run out, we can go from there. Multistate since this is online, I recommend adapt a bar. Or if you have a book scan that you got to understand how to take a multiple-choice question on the screen. It is different. Can't map things out. Can't write scribble nothing. Something I want you to be aware of. Same thing. Do it on the computer you want to get the habits down. Timing down. You want the o correct prior the o exam day.

At this point what is going to happen contract essay and multiple-choice questions are going to be sent out the to you. I was surprised no one wrote last time. This is a good exam and has a little bit of UCC in it. It is as baby bar exam and has tricks in it and good exam to outline. If you want me to look at it send it over.

The multi‑states take those and if you have questions on them break apart. There’s a couple that people have a stumbling block on the more we understand and address why it is what it is we won't make the mistakes anymore. It is worth doing. Any questions?

All right. Also, too. I have some baby bar third party beneficiary essay and you want to take a look with the model answers shoot me an e‑mail needs them to go to jolly at Taft U dot EDU and put an e‑mail that you want or in the memo third party essays please and I will send out to you as well.

I find the more you look at them. My key was I got to understand how to write it and if I don't know how the to write I am dead. Every issue on the checklist. I made myself go over even if I couldn't find an essay and how do you write this out. Couple of times don't do this to me. They are difficult but I don't want to go in and be surprised. You want to make sure you have a good handle of how the issue comes up and how you are go requesting to write it if it shows up in an essay question that is important.

If you have no more questions, I will say good night. If you have anything that comes up shoot me an e‑mail at jolly dot Taft U dot EDU and I will help you in any way I can. All right. Have a good night. Thank you.