TAFT LAW SCHOOL  
Baby Bar  
May 10, 2022

>> PROFESSOR: Good evening, everybody good. Hope everybody is doing well. Our primary focus will be on the contract essay question, and number 2 on the multiple choice. I hope you looked at the questions and have in mind general ideas you have in the issues based on those facts. I want to point out the sessions are recorded and you can go back to the task website [Background noise]. To help you.

All right. Now, let's take a look at the exam. Before I jump in there, remember the baby bar up and coming and I think this is the way of the future for the California baby bar, you will be taking the exam online. And I don't think they will administer anymore unless you have a disability in person.

The national bar examiners don't want to do it online, and that's why California is not doing it in person. It is something that both sides they are working on. The national association looking at changing theirs and California the same thing. We don't know in the future, but right now, the bar is administered in person, and you are looking at 2026.

Baby bar, it will probably be here, but no promises and it will be conducted online.

Taking the exam online, you will be notified once you registered and signed up. I believe the cutoff is the 16th of May if you are taking the 062022 exam. You have to install software and exam file where is exam day, and you don't do it ahead of time so you can reach out and say there's a problem.

You will be doing what they call a mock exam. Just click open and make sure your software is working and you type words in there. It is not taking the exam. They do require you to do that, there are two and maybe more. Pay attention. They might automatically dismiss you right there.

Exam day, log in you will be provided a password and you need it type in the password in order to get access to the examination. Once you have access, you read the call the question first, read the fact pattern and go back and markup the fact pattern. You can highlight the fact pattern and see what key issues are popping out to you.

Remember, it will not provide a hard copy of the examination, so you have to learn how to take the exam on the computer.

It is a little bit different and something we need to is that right training ourselves. That's important. If you have questions, pop them in the chat and I will be happy to help you if I can.

In regards to the examination when you read it and mark it up, you will be able to cut and paste and scratch paper, but you can't cut and paste from the actual exam.

When you read the exam and start outlining, you have what we call virtual outline and that's on your computer screen. Once you outline, you can start typing the examination. If you don't like outlining, I highly recommend to basically start off with doing your answer, but do that in an outline format. And then once you do that in outline format, go back and make complete sentences does that make sense?

Again, what you want to do, if you don't want to have a separate scratch paper, start your answer in outline form, then you go back and make sure that's done. In complete sentences. That's a short way. And I highly recommend that. When you have access to spell check take advantage of it. Obviously, once the exam begins, read, recall the question, read the essay and mark it again and get the actual outline.

Far the baby bar you have an exam, sign up, and you have question and answer and another one to sign up number 2.

The questions are administered first and you come back and have lunch and then come back to multiple choice questions measured at 250 blocks at a time.

After that timeframe, an hour and a half, take a break, and then again, sign up again with the password and take the remaining 50 [Indiscernible]. Versus you see [Indiscernible] a little different, have you 50 multiple choice questions and each administered in that hour timeframe. You have to get used to sitting for a 3 hour window, taking a break and that's important.

Regarding the next question, you see it on a smaller window and you see it on exam day. Read the call to question before you dissect it.

On baby bar, you see how I have contract question and we're not going to be told what the question is. Sometimes that's fear of students, but what you recall, making sure it is contracts, and they can't trick me because it is prosecution and defense. It is not a civil action and you have contracts and torts, total opposite of each other and you will know the subject matter and that will be no great concern.

I will start reading and marking it up. Read the question. Was the [Indiscernible] contract formed by [Indiscernible] for the $fifteen thousand dollars. First it doesn't tell me anything, but it does. Where does a contract form. I know before this I have formation issues. Before the contract, offers for your consideration. The formation head note on your checklist shouldn't be an issue. You break it up are look for counteroffers and look for rejections.

It does say binding the seller. This is where the baby bar has gotten a little sneaky and started testing performance. Have you to be in equity, and that would be through an injunction or specific performance to mandate you to comply to the terms.

The call does give me something, that's nice.

Go through the facts. Seller carried a collection of antique dolls from her and ant, her inheriting the this is important, why? You probably have no knowledge of the collection, you are a lay person, not a merchant. In her aunt’s, at $15,000. On December first, wrote, signed and sent a letter to well-known doll collectors in her area.

Remember, I can send out multiple offers, can't I? Deer doll collector, I am owning dolls I'm willing to sell for the first person that lets me know [Indiscernible].

What did that tell you in the sentence? The first one to let me know. A condition. And 30 days, making you think of a firm offer and contract. If you want to, I will be happy to make the appointment from the add 555, 1765.

First step, we better create an offer. Was there an manifestation of intent? Definite determines and [Indiscernible] free. I mark that contract because that's the issue to form an offer.

There are some issues as well. It is important to see it, 30 days, I'm thinking option contract and the firm offer seller needs to be a merchant in seller's mind.

What I mean to as to the doll collection she inherited.

Next, September 3rd. Be careful in contracts, by buyer was familiar with the collection received the letter and needly arranged to inspect the dolls on the same day. Let me know, right? It is part of the terms offered in the offer.

Buyer appeared at seller's home and inspected and photographed the dolls. She told someone I'm interesting. The fact she said I'm interest interested; I want you to do more research. Is she accepting or rejecting? She's not saying yes, but no she's not saying no thank you. The offer is still and the table.

It is okay, but my letter went out to a number of other people and I'm selling to the first one who I actually hear from who wants to buy the entire collection.

They reiterated what they stated in the second paragraph, selling to the first person I hear from. Again, that's how you accept. You notify me first.

September 4 and buyer took the photographs to an extra appraiser and paid the appraiser $1,000 to authentic Kuwait the collection. Why is that there? You are relying on her keeping the offer open to see the value of the doll collection.

The appraiser told the dolls were authentic and worth at least $30,000. Buyer immediately found seller who was not at home, and buyer left a message on the seller's telephone machine. Please call me at 555-8786. The fact that the buyer wants the dolls is consent to the offer. You haven't really committed yourself so you are buying the entire collection. The plan is now ambiguous and no acceptance took place at that point.

Also September 4th, and just to be doubly sure, buyer sent a letter to seller I accept your offer to buy your doll collection for $15,000. Is that a sentence. That's looks like unequivocal offer. September 3rd the expected September 4th, you sent in an acceptance. The mailbox rule, purr student that that, you have acceptance and you have a contract right now. Deposit a letter in the mail at the Post Office. Do we have a contract formed is the question.

Last deposited a letter at the Post Office and called the seller. I got your voice message and I want to let you know, I had an appraisal of the collection and not willing to let it go for $35,000. What is that? I am not letting to go for less than 35. It is a rejection or revocation. Is she revoking that offer created by letter. Remember, indication upon receipt T. so if you find the mailbox rule applied here, we have a problem.

By responding you can't do that and accepted your offer for $15,000, so you will have to sell it to me for the $15,000.

What is it an enforceable contract to seller to the buyer for the doll collection.

You want to do an out rights exam. Was it an enforceable contract. Start off with the sale of goods, UCC does apply, and merchants are those who do this a kind. She doesn't know the true value, does she. Is didn't sound to me like the seller is a merchant.

The buyer you can classify hear as an actual merchant. In my outline I'm writing out four rules. If I use my answer in the outline, I go back and make complete sentences it is not a waste of the time.

The offer, you need to show the manifestation of intent, the definite terms and the communication to the [Indiscernible].

What facts can I pull out here to show the definite terms. You sent a seller to the buyer she wants to sell. She wants to be bound by contract.

The collection of dolls the quantity. The first person response is the time period. [Indiscernible] 15,000 for the dolls is the subject matter and the fact you sent the letter to buyer and buyer responded and it was community. We do have a valid offer on the table. The fact that you go back and look at the offer stated good for 30 days.

That raises this to an option. Remember, an option is an offer promise today keep an offer open. The seller did promise for 30 days. Remember for option, you need consideration.

So option -- there's no option, now this is where the exam can take a turn. If you found based upon her going and hiring the appraiser, you can argue detrimental alliance and that action could be held. That's one direction you can take that exam. But if you do, that takes a different term in an issue I will get to in a minute.

Regarding the option, you can either find no. Because it was by consideration or you can find yes based on buyer's reliance on the doll elector.

The offer failed you go to a firm offer. The offer has to be a merchant, has to be in writing and can't exceed 90 days. The problem here, you don't need consideration, the seller's letter is keeping it open, it isn't lying, keep it open by 30 days and no. I found the seller not to be a merchant.

For it to work and a couple of things I test for multi-states, the author must be for the merchant. In this case, the author is not the merchant. The buyer is, but it has to the seller merchant making the offer.

Next, take your paragraph on the third. Obviously, she called and said I want it come look at the dolls. She said I'm interest interested and want to do more research, is that a rejection. Rejection is -- offering, buyer is, but does is show you are rejecting the offer. I want to do more research and she's not rejecting the offer, and pull out to the examiners, the offer is still on the table.

Next, I separated out by the tell telephone call and letter.

I want to understand I saw two different issues of acceptance and I do see them. I don't want to lump them together because they can easily be lost. Separate them out. Whether buyer telephoned seller and left a voice message. Well, [Indiscernible] the terms of the offer I will take the dolls and if you look at the actual language, the first person who lets me know, have you really let her know I am buying the dolls for that price. Now you have the letter. And the language, I accept your offer to accept your doll collection for $15,000. That's a mirror image and looks like we have a valid acceptance, doesn't it? So far, so good.

The key thing with that sentence is, what did you do with it? The mailbox rule. You posted it. With the mailbox full, effective upon dispatch. With on the fourth when the buyer took the letter and put it in the Post Office there, there was a valid contract formed, however, previously we talked about option contract and/or firm offer and you if you find them to work, this is where we have a problem.

Because the mailbox rule does not apply to option contracts or firm offers. Have you to be careful which way you go.

And you can argue if you look at the actual language in the offer, what does it state? I'm selling to who? The first person who what? Note fries me about the collection. You can argue method of acceptance. The first person that notifies me. The fact that you dropped it in the mail and I didn't have it in my hands, that's argument called methods of acceptance.

You see by looking at this particular essay, there are little details to attend to do see sub issues and that is important and we want to break it apart.

Next the revocation from the offer, and the revocation comes from who? The original offer, all right.

Now, it says here, the buyer stated she obtained a worth of the doll collection. It has to be prior to timely acceptance. And it depends on what you stated up above. If I found the mailbox rule worked and the method of acceptance doesn't work, then this revocation isn't timely. It all depends. Either way, the gray area you need to always continue on the exam. When it is a slam dunk absolute black and white, like when she called and said this is the buyer, I like what I see type of thing. There's no acceptance there. So you will know based on its facts. Next, consideration buyer change, obviously $15,000 in exchange for the doll collection.

If we have a valid formed contract, the problem this is by incomplete writings. I have your letter and what you posted in the mailbox. Incomplete writings.

Remember, with incomplete writing, I told you that the baby Bar Exam like it test that because people forget that. The statute of frauds applies to complete and incomplete writings. This is an example of an incomplete writing. Seller sell for $15,000 and pursuant to [Indiscernible] in writing, it is not. I need to look for an acceptance and the offer, remember, you can't really use the letter of the original offers the memorandum either. Usually that internships people up. If buyer certainty a response, we might be able to use that letter. With the essential terms, remember the count, time and recall this is something they like to test on baby bar. An exception exalted estoppel. And she can take her photographs and her appraiser and telling the value of her collection.

Estoppel is another way though take the user frauds. And you have your breach, refused to sell the collection and remember, damage -- she wants specific performance, damages are not going to make her happy, she wanted the collection. Damages are unique and goods unique. And [Indiscernible] and unique channel the courts might force the actual contract. Unless there's [Indiscernible] which she doesn't have yet.

That's your actual outline. Once you get the outlining, I would definitely make sure you go back, and then argue what? Go back and look at it, and see if you have all of your actual issues and go from there.

I saw a question pop up, but I don't see it. Okay. So use the defense that the original offer is the defense to negotiate, the only way to do that, is if the terms are definite and served. Initial letter could be argued for negotiation, how do we know the offer of the negotiations is the terms? If the court finds definite the court will find it as an offer. The contract, it is a whole argument a gray area.

How to argue that, if I go back and look at it before the third of September. She said in the letter, she'll keep it open for 30 days, but I didn't actually do anything as the buyer. Yeah, you took pictures and hired an appraiser and reliance forced the option and some people would say, yeah. But wait. When we go to the offer created prior too, the action wasn't done that time. That is a gray area.

The examiners are testing for you so see there's ambiguity here and you can argue both sides. That's why it is important to ally and break this apart. If you don't, you say, oh, look. There's an offer for consideration and breach. And there are a lot of inner issues here. And that's why the facts are important and you have to break it apart.

Regards to the answer, ebb are, I don't always write out the call of question, I do it for you.

Basically seller, you can put [Indiscernible] contract. Seller verses buyer or buyer verses seller. But I don't have to write owl the call to question. Based upon your checklist, very important you take your contract checklist.

First thing I am looking at, does UCC apply? Well, in goods. [Indiscernible].

As to merchants, again, the seller is selling what? A valuable doll collection and she inherited it, and obviously didn't know what it was worth. She doesn't hold herself out with social knowledge or skills. And buyers are a collector. And as a collector, you can have special knowledge and skills. Someone who's a collector of items, you can be held out to be a merchant, depending on what we do.

The facts promote the outward expectation of intent, one for the quantity, time, buyer's identity, $15,000 is the price and [Indiscernible] and obviously, buyer did receive the letter and by the mail [Indiscernible] and therefore, a valid offer.

If you would have broken apart the definite set terms, you have to time, well, no specific time stated, but the first one to respond, that might have tipped you off. What a minute, and those facts trigger the sentiment.

The facts are important, why are you telling me this? Why is it here?

The next thing is bring up my option. You said keep it open for 30 days and I found no valid consideration. Other students found based on judgment and lies by the buyer, what? The appraiser, you find no option. If you find no option, you go to the rule, and again, it is a written offer, we do have. Stating giving assurance to keep it open 30 days, but it needs to be by the merchant. Seller is not a merchant, so the offer rule are will not apply.

Next, you go to rejection, based on the facts, buyer stating I'm interested, but I want to do research and look at the collection and get back to you. So standard is not to accept. And basically shows I want to do more research. It is not a statement she doesn't want to about accept the offer, so the rejection fails and you have your acceptance, but remember I told you, you will separate this out. The telephone call versus the buyer's letter. So the telephone call, look at the actual language. They have done this several times in the baby bar.

Basically on the language, the answer I like the dolls and to call me back. That's not equivalent. I don't know. There's another exam out there, someone offered the tickets and someone said, thanks. What does that mean, thanks you are taking the tickets or not. Thanks for the offeror opportunity to take the tickets? It doesn't make sense. So you wanted it argue, is it acceptable to the terms of the offer? Is it clear. In that case is not in buyer's phone call letter of acceptance. And in the letter, it made it clear, I accept your offer for the doll collection for $15,000. And at this this point I have a contract and go back to my consideration.

You did assure you would keep it open for 30 days. We have two issues. When she deposited the letter on the fourth, the contract became effective, didn't it? Verses if this was an option, the option rule does not apply to a fairly offer.

It depends, you want to be consistent, seller did in the use the mailbox rule. Or acceptance, first person who replies. The two ways to get it out, but the mailbox doesn't apply based on letter of acceptance, or you have the option to work with a firm offer. And that option.

Next, you go to your revocation, so telephone buyer saying I am in the going to sell it for less than $35,000. The issue was, was it timely by the time of acceptance, did seller -- it depends on what you answered up above. You can see multiple answers and you can see based on this; our conclusions maybe different. We can agree to disagree. This is a lot of gray area. Depending on your analysis above, you want it conclude the same way, if you found the mailbox rule because of method of acceptance, you would see the revocation is timely if you found the mailbox rule did work, then it is timely. And stick to your argument. Stick to the what court says in your examination.

Look too are conditions an issue? No. They said an enforceable contract and led me down to binding and takes me to the issue of specific performance.

Once I found revocation to continue, are there other ways to get under this contract, well, we have to show consideration. You have $50,000 for the seller's doll collection in exchange for giving up the doll collection. There's detriment on both sides. Then the statute of frauds, it is a highly testable issue. Please look for it and it is one that is missed quite often. You look at your checklist and check it off based on the facts. This is a number one issue and shouldn't be.

In this case, goods more than $500, did must be writing enforced.

It is not in writing, both parties and you argue a sufficient memo. Remember the sufficient memo containing initial terms or definite terms, but the problem is, we don't have the letter. Again, the letter is an offer, so you can't show there's an actual agreement between seller and buyer, and if the buyer responded and incorporated the seller's letter, but we only got the offer in writing. Be sure to understand it. A lot of people got the letter, but you can't because the other party is missing. If you have both parties replying it is better because you have both parties practice but the statute, you can continue on. The other thing, in regards to the estoppel for the $500 appraiser. And that's sufficient to take it, based on reliance and you can't turn it over unless you give me $35,000. And going to the issue, damages are not going to make you happy in specific performance.

I pointed out last week, specific performance [Indiscernible]. The goods, you need, land you need. Damages, I keep suing every time we do this contract. In this case, unique doll collection, therefore, we can get into equity and argue that I basically should be able to enforce the contract because of the uniqueness of the dolls and the court should result into terms of specific performance.

You see in regards of this exam. It is pretty straightforward and not that hard. If you do that part, that hurt people, right? That's very important.

Key things, was there an enforceable contract and call to question an issue. You want it nay oh in the information you use. You go to the contract, go to inner -- consideration, defenses and formation, make sure you break this apart and test it. That's important.

Issues that people missed in regards to a firm offer is number one, missed in this examination, and people did in the break it apart into two issues, that will hurt you and they are different from each other and they are specific acts so do not lump them together. And of course, people found it doesn't work.

You have to stick to your guns. This is a prime example of how it looks and feels. Some students sent an e-mail talking about pro-evidence. The pro-evidence, I don't -- well, I will put it this way. Never be tricked by the pro-evidence rule. It only applies to fully integrated contracts and that means you have to see it in the contract. Even if written, you have to see it in contract and there's not a contract on this exam.

Somebody else if you make a mistake. If you go to I department store and you buy something, and the seller miss marked it, that's too bad on them. Even if it is a mistake, unless you know or should have known the seller did something wrong. Like the market, the government marking the price dispenser machine.

If you make a mistake in value to that. You hear these weird stories and people get these things from garage sales and someone ends up with a diamond. Well, too bad. Mistake is no defense.

Any questions in regards to the actual essay?

I hope you guys got to look at it and break it apart in regards to the issues. It is a good one to start practicing on. Information issues. Information is what you like to do on the test on the baby bar.

I have a couple of questions for people on multi-states. Look at those. I believe you have 30. Yes, you have 30 multiple choice. If you didn't get a chance to go through the 33, I highly recommend that you look at them and go through it. When you take the multiple choice question, remember still start with the call of the question.

Then go back and read the facts. If you miss it, I want to you always answer the question as to [Cutting out]. Right? Why?

Regards to question number 1, the key thing now what they test in regards to consideration. Remember are if I give up a legal right to get married sore something to that affect, okay. But if someone else steps in and says if your father dies, I will pay for your education and you I will pay for it. That changes the whole thing be & you have to have a accept consideration.

It will be successful because the issue is supported based on the plans stuff like that, cutting it off.

For question number 2, the key thing was to pay attention to facts. This is a UCC question and they do test you on the multiple choice questions.

Question 2. (Reading). What are they testing here? They are trying to trick you and test the lost buyer and seller and what it does, seller, if buyer breached you get the full damage. The damage of the contract police less whatever you paid the product for.

In this case, she told you she had five hundred chairs advertising $10 a chair. Her $10 a chair ties to five hundred. But the seller won't work there. Why? That's the chairs, and she did sell them to somebody else for $75, so she doesn't have any damage.

So that's a trick. Have you to be careful. Sometimes in loss, that's -- the example. You want a Cadillac and want a pink Cadillac and dealer sells it to you and backs out and someone else comes and buys a blue one, I could have suede them into buying the pink one because I had multiplied the Cadillacs for sale. In this case she only had 500 chairs and the rule doesn't apply here otherwise she would get the profit per chair.

Everybody understand that? Regarding question number 3, I marked it as an -- This is one you [Cutting out]. So it says March 12th Alex (Reading). Court should fine for who? General. Because it is impossible and firing is not his fault. And suing John for damages against Alex would he recover anything? No. Because Alex is not [Indiscernible]. Regarding reading the facts you have to be careful. In this case the file was not the default of the other party. If it was the fault of John, the answer would be changed. Also, too, if the fire again happens with half the construction complete, am I due half the compensation? If it wasn't the fault of other party and then you should be compensated for it. That's why she say you should have insurance to make sure.

This is a highly testable question coming up in forms. If that's something you missed, I want you to go back to as why. You will see things, but there's something a little different and you want to break that apart.

Another question I had was question number 10. I wrote here, this is actually -- this is dealt with and assignment delegation.

In going through there, these were basically owners of a condominium and they agreed for lawn mower services and landscaping, and they agreed not to sign without permission. One sold it to another party and they felt they didn't have to abide by the obligation of the landscaper.

The trick here, even if you put into the contract, you cannot assign. Can I assign? Yes. You can't breach, the courts look at assignability. The key thing to remember, it will be null and void, you can't assign. That's something they do to you on the multiple choice questions to try and trick you.

Another question was 15. This will be a little tricky I will go through it to show you how I keep it straight. (Reading). If you look at it, who has to go first? So she's payable $300 in advance, and in this case, these facts tell you that Katie has a condition receipt to Josh. So she must pay the $300 before Josh has to start painting the car, She is precedent, Josh is subsequent.

John has to complete the paint job and now 2 switched and he has a condition perceived and Katie after subsequent painting of the car she has to give the $400. And bumper, payable upon delivery, that seems to be concurrent. Does that make sense?

Now in regards to looking at other choices, and (Reading). Obligation to paint, which is true. (Reading). Dead set on. Versus B. (Reading) precedent which is true, but in form and substance to Josh's obligation to paint the car. What's precedent in form, is that precedent subsequent, concurrent? And Josh, finishing the car, and substance to pay the additional $400. They are trying to trick with you the additional language. Form substance. A is dead set on because have you a condition precede ant and condition subsequent. Even if you see the language is close.

If you ever had a basically factual correct, versus legally correct. Legally correct is always the correct answer and A is dead set on.

Sometimes they throw those terms around to trick you on purpose. Or buzz words. Sounds good, don't buy it, make sure you are 110 percent proof before you choose the answer.

Last, question number 25. It dealt with Meyers. Remember went into a condition tract with a mire, a contract is voidable. By the buyer. Even if they reach the age of maturity, they have a reasonable time to affirm. (Reading). Now let's go back. She's a minor, so sorry, they have to give her $1200. Remember, she received a benefit and that's why they gave you $150 a month. She's been having the car for two months and owes $300, and we take off of the 1200. Even though question, I can still receive the unjust -- if some benefit is conferred upon you, you still have to pay it. And someone says, Hahaha, something they delivered in the mail today. Maybe you won't have to pay the contract price, but you will have to pay the benefit.

The question, B. $90 has to be at correct answer. Anybody have any other questions? That's the only one I did receive.

The more we practice and understand the concepts that come up, that will help you. At this point we have had torts and contracts and start doing contracts and simulating it. You have to practice and understand how the concepts come up and break this stuff apart. That's the only way you succeed.

We don't practice on the course website; we have e-mail and get it sent to you. Depose r- expose yourself to as many essays as you can, you will succeed. That's important.

We actually just had -- we did quite well from Taft and the bar results came out on Friday. 8, first timers, six passed and I know two of those wrote over 200 essays. That means they understood how the issue came up and test it. And the more you see how an issue has been tested and essay question. And why this should be this answer, but you are better off, and that's very, very important. Anybody have any questions?

All right. If anything does come up, please send me an e-mail at jolly@taftu.edu. You will be sent criminal, and checklist sent out. Take a look at your checklist and study by it. And remember, you still have to do torts and contracts and don't let that go. If you put these away now, and we have the notation to, you have to break those apart. If any questions come up, I would be more than happy to help. I wish you guys a great rest of the day.

[End]