The Logic of Law School: Part II

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Deductive v. Inductive Reasoning

• Syllogisms are just one of at least four types of reasoning

• Deductive reasoning starts with a general proposition (e.g., “all bears”)

• Inductive reasoning begins with a particular proposition (e.g., “this bear”)

• Either type of reasoning can lead to either a general or a particular proposition

• Thus, there are four possible combinations:
## Deductive v. Inductive Reasoning

<table>
<thead>
<tr>
<th>Deductive Reasoning</th>
<th>From general to general</th>
<th>From general to particular</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premise One: All mammals are warm-blooded.</td>
<td>Major Premise: All mammals are warm-blooded.</td>
<td></td>
</tr>
<tr>
<td>Premise Two: All bears are mammals.</td>
<td>Minor Premise: Fluffy is a mammal.</td>
<td></td>
</tr>
<tr>
<td>Conclusion: All bears are warm-blooded.</td>
<td>Conclusion: Fluffy is warm-blooded.</td>
<td></td>
</tr>
<tr>
<td><strong>Rarely Used in Law</strong></td>
<td><strong>(Categorical) Syllogism</strong></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Inductive Reasoning</th>
<th>From particular to general</th>
<th>From particular to particular</th>
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</thead>
<tbody>
<tr>
<td>Premise One: This bear is furry and is a mammal.</td>
<td>Premise One: My dog likes to have his belly scratched</td>
<td></td>
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<tr>
<td>Premise Two: This cat is furry and is a mammal.</td>
<td>Premise Two: That cat is like my dog in that it is a [pet, mammal, four-legged, furry...]</td>
<td></td>
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<tr>
<td>Premise Three+: This bunny is furry and is a mammal....</td>
<td>Conclusion: That cat will like to have its belly scratched.</td>
<td></td>
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<tr>
<td>Conclusion: All furry animals are mammals.</td>
<td><strong>(Inductive) Analogy</strong></td>
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**Inductive Generalization aka Deriving Principles**
# Common Reasoning Modes in Law School

<table>
<thead>
<tr>
<th>Mode</th>
<th>Description</th>
<th>Example</th>
<th>Common Uses</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Syllogism</strong></td>
<td>Deductive reasoning from general to particular</td>
<td>A valid will must be signed and witnessed. Here, Tami signed her will and had it witnessed. Thus, Tami’s will is valid.</td>
<td>“IRAC” format. Used on virtually all law schools essay exams, legal writing, and most other forms of legal argument.</td>
</tr>
<tr>
<td><strong>Deriving Principles</strong></td>
<td>Inductive reasoning from particular to general</td>
<td>Case A held an unsigned will is invalid. Case B held a will not witnessed is invalid. Thus, a will requires both signature and witnessing to be valid.</td>
<td>Reading and “briefing” cases. Discussing cases in class. Can be used to derive the “rule(s)” applied in IRAC in essays/writing assignments.</td>
</tr>
<tr>
<td><strong>Analogy</strong></td>
<td>Inductive reasoning from particular to particular</td>
<td>In Case X, will was valid where arthritic testator had another sign his will. Here, illiterate testator had another sign will. As in Case X, where testator could not sign, this will should be valid.</td>
<td>Comparing/distinguishing case law (precedent) with a current case or situation. Can be used in class discussion, essay exams, legal writing, or oral argument.</td>
</tr>
</tbody>
</table>
Reasoning in Law School

• Much of legal analysis involves applying a legal rule or standard to facts in an effort to determine an outcome

• With *Syllogisms* (IRAC), you are given (or are supposed to know) the legal rule/standard, as well as some facts
  • You are trying to determine which facts matter, and how the rule(s) apply to generate an outcome

• With *Deriving Principles*, you are given facts in a case, the reasoning, and the outcome
  • You are trying to determine what the legal rule or standard is

• *Analogical* reasoning can be used at any stage
Example: Deriving Principles

• Homework Assignment: Read *Smith* and *Jones* cases

• *Smith v. Doe*, 123 Cal. 456 (1980): “Smith appeals the jury verdict finding him liable for breach of contract. The evidence in the trial court showed that Smith and Doe entered into a written contract providing that Smith would pay Doe $100 per month to deliver groceries to Smith’s home weekly for 6 months. Two months later, Smith got gastric bypass surgery, and so ate significantly less food. Smith refused to pay the full $100 per month for grocery deliveries thereafter, and Doe sued. There is no dispute that the contract was validly entered into when originally signed by both parties. As such, there is no basis to disturb the jury’s verdict on appeal. The judgment below is affirmed.”
Example: Deriving Principles

- Homework Assignment: Read Smith and Jones cases

- Jones v. Roe, 789 Cal. 10 (1990): “Jones appeals the judgment finding him liable for breach of contract. The evidence in the trial court showed that Jones and Roe entered into a written contract providing that Jones would pay Roe $50 per week to mow Jones’ lawn for a year. Five months later, after being laid off from his job, Jones, unable to afford his mortgage, sold his house and moved into an apartment. Jones refused to continue to pay Roe thereafter, and Roe brought suit. It is untenable that Jones would be expected to continue to pay for lawn mowing services once he no longer owned a lawn. As such, the judgment below is reversed and the trial court is instructed to enter judgment for Jones.”
II. Contract Enforceability

A. Validity

**General Rule:** A validly executed contract (K) will be enforced.

*Example:* Smith v. Doe (gastric bypass no excuse re grocery delivery K obligation)

**Exception:** K will not be enforced where party cannot enjoy benefits through no fault of his own

*Example:* Jones v. Roe (no obligation under lawn moving K where owner lost job + home, moved to apt. w/o lawn)
II. Contract Enforceability

1. **Smith v. Doe**: Deft. customer signed valid grocery delivery K. Got gastric bypass, ate less food so didn’t want to pay as much. Ct. held no excuse.

2. **Jones v. Roe**: Deft. homeowner signed valid lawn mowing K. Lost job + home, moved to apt. Ct. held no obligation to pay once no longer had lawn.
Example: Syllogism (Law School Exam)

Problem 1: Dave signed a written contract with Peerius Audio in which Dave agreed to pay Perry $30 per month for two years in exchange for Peerius providing satellite radio services for Dave’s car. Two weeks after signing the contract, Dave totaled his car in an accident in which he was at fault. Dave then purchased a used car which did not have the capacity to receive a satellite radio signal. Dave refused to pay his monthly bills thereafter.

Discuss Dave’s potential liability for breach of contract. Be sure to include the arguments both parties would make, as well as how a judge would likely rule.
Example: Syllogism (Law School Exam)

Answer: Problem 1: Breach of Contract

Peerius (P) will argue that Dave (D) breached his contract with P by refusing to pay his monthly radio fee after the first two weeks. Generally, a contract that is validly executed will be enforced. P will argue that D willingly signed a valid contract that bound him for the full 2-year term. There was nothing in the contract that excused his payment if he got a different car. Thus, D is still obligated under the contract.

D will respond that a contract will not be enforced where a party cannot enjoy its benefits. Here, D’s car was totaled, and he had to get another car which cannot receive satellite radio signals. Without the ability to get the signal, he should not have to pay for service.

P will counter that a party is only excused when they cannot enjoy the benefits through no fault of their own. Here, D was at fault in the accident that totaled his first car. Moreover, D chose another car that lacked satellite radio capability, when he could have chosen differently.

It is a close call, but on balance, a judge would likely rule that D is excused from paying under the remainder of the contract.
Example: Legal Brief (for Petitioner)

I. Dave Has No Excuse for Failing to Perform a Valid Contract

   It is blackletter law that a contract validly executed will be enforced. *Smith v. Doe*, 123 Cal. 456 (1980). There was no dispute below that Peerius and Dave executed a valid written contract obligating Dave to pay a monthly satellite radio fee for two years. Yet the trial court excused Dave’s performance because he no longer had a car that could receive satellite signals.

   A court will excuse performance only of a valid contract only where a party can no longer enjoy the benefits of the contract through no fault of their own. *Jones v. Roe*, 789 Cal. 10 (1990). Here, Dave was at fault in at least two respects. First, he was at fault in causing the accident in which his first car was destroyed. This is not a case where he was an innocent victim struck by another driver. Second, he bears responsibility for choosing another car that could not receive radio signals; he could have chosen one that possessed that capability. As such, he does not fall within an exception to the general rule. …
Example: Legal Brief (for Petitioner)

I. Dave Has No Excuse for Failing to Perform a Valid Contract

...In Smith, a grocery delivery contract was enforced against a party who no longer wanted to pay because he underwent gastric bypass surgery and didn’t eat as much anymore and so could not enjoy the benefits of the contract as much. The court found these changed circumstances irrelevant to the customer’s obligation to perform, as there was “no dispute that the contract was validly entered into when originally signed by both parties.” Smith at 456. Here, too, there is no dispute that a valid contract was entered. Dave cannot eliminate his own obligations by destroying car and then claiming a lack of benefit under the contract.

In Jones, a homeowner was excused from paying under a lawn-mowing contract after he moved from a house into an apartment that lacked a lawn. Significantly, in Jones, the homeowner moved after he was laid off from his job and could no longer afford his mortgage. Jones at 10. Unlike in Jones, in the instant case, Dave was responsible for causing the accident that prevented him from being able to enjoy the benefits of the contract. Thus, Jones is distinguishable.
I. The Trial Court Ruling Excusing Dave’s Performance Should Be Upheld

Although validly executed contracts will generally be enforced, *Smith v. Doe*, 123 Cal. 456 (1980), a court will excuse performance where a party can no longer enjoy the benefits of the contract. *Jones v. Roe*, 789 Cal. 10 (1990). Here, once Dave’s car that was capable of receiving satellite signals was destroyed, there was no purpose to his continuing to perform under the contract. Indeed, it would be both illogical and unfair to force him to pay monthly fees for two years and receive nothing in return.

In *Jones*, a homeowner was excused from paying under a lawn-mowing contract after he moved from a house into an apartment that lacked a lawn. Here, as in *Jones*, Dave was correctly excused from paying for satellite radio services once he no longer possessed a car that could receive the signal. …
I. The Trial Court Ruling Excusing Dave’s Performance Should Be Upheld

...Peerius contends that the rule of Jones only applies where a party is free from fault. This argument fails for at least two reasons. First, Jones did not rely on the homeowner’s lack of fault in moving to an apartment; it held simply that the homeowner could not be “expected to continue to pay for lawn mowing services once he no longer owned a lawn.” Jones, at 10.

Second, assuming, arguendo, that a party’s lack of fault were relevant, Dave should be found not to be at fault here. In Smith, a grocery delivery contract was enforced against a party who no longer wanted to pay because he underwent elective gastric bypass surgery and didn’t eat as much. Smith at 456. Unlike in Smith, where the customer chose to do something that diminished the value of the contract to him, Dave did not choose to get into an accident (even if he caused it). Nor is Dave accountable—contrary to Peerius’ contention (Petitioner’s Brief at 1)—for “choosing” another car that lacked satellite radio capacity. Satellite-enabled cars are generally newer and more expensive. A party should not be forced to buy a more expensive car to avoid being held liable for breach of contract.
Dynamism of Legal Reasoning

- Legal Authority (Case law; statute)
- Deriving Principles
- Rules
- Analogies
- Syllogisms (IRAC)
- New Fact Patterns
- Conclusions

Preparing for class

Essay exams
Summary

• Legal analysis involves the application of rules to facts
• Common modes: syllogism, deriving principles, analogy
• Rules may be subject to dispute
• Facts may be subject to dispute
• How you handle rules and/or facts depends on:
  • Task (briefing cases; class discussion; exam; brief)
  • Role (advocate v. neutral)
  • Assignment parameters (facts and/or law assumed?)
• You must always communicate your reasoning
• For next time: skills involved when you “do” law school