The Logic of Law School: Part III

Professor Martin Pritikin
Skills Involved in Law School

Legal Authority (Case law; statute) → Deriving Principles → Rules → New Fact Patterns → Conclusions

Legal Authority (Case law; statute) → Analogies → Preparing for class

Essay exams → Close Reading

Legal Authority (Case law; statute)
Close Reading: Class Prep

- 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.”
Skills Involved in Law School

Legal Authority (Case law; statute) → Deriving Principles → Rules → New Fact Patterns → Conclusions

Legal Authority (Case law; statute) → Analogies → Rules → New Fact Patterns → Conclusions

Legal Authority (Case law; statute) → Deriving Principles → Rules → New Fact Patterns → Conclusions

Preparing for class: Close Reading

Essay exams: Close Reading
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.
Skills Involved in Law School

- Legal Authority (Case law; statute)
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- Legal Authority (Case law; statute)

Deriving
Rules
New Fact
Analogies
Principles
Patterns
Conclusions

- Preparing for class
  - Close Reading
  - See Both Sides

- Essay exams
  - Close Reading
Seeing Both Sides: Analogizing Cases

Petitioner: “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.”

Respondent: “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.

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.”
Skills Involved in Law School

Legal Authority
(Case law; statute)

Deriving
Principles

Syllogisms
(IRAC)

Rules

New Fact
Patterns

Conclusions

Analogies

Preparing for class

Close Reading

See Both Sides

Essay exams

Close Reading

See Both Sides
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.
Skills Involved in Law School

Legal Authority (Case law; statute)

Legal Authority (Case law; statute)

Legal Authority (Case law; statute)

Deriving Principles

Rules

New Fact Patterns

Conclusions

Syllogisms (IRAC)

Analogies

Preparing for class

Essay exams

Close Reading

See Both Sides

Reasonable Assumptions

Close Reading

See Both Sides

Reasonable Assumptions
Making Reasonable Assumptions

**Petitioner:** “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….”

**Respondent:** “[A]ssuming, arguendo, that a party’s lack of fault were relevant, Dave should be found not to be at fault here….Dave did not choose to get into an accident (even if he caused it). Nor is Dave accountable—contrary to Peerius’ contention—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.”
Unreasonable Assumptions

• Dave got in the accident because he wanted insurance money

• Dave got in the accident because he wanted to get out of his satellite radio contract

• Dave got into the accident while drunk; his judgment was impaired, and so he can’t be held responsible for his breach

• The satellite radio services was unsatisfactory, and so Dave was entitled to refuse to pay

• Dave was not at fault in the accident
Skills Involved in Law School

• Close Reading
• Ability to See Both Sides
• Making Reasonable Assumptions
• Articulating Your Thoughts
Skills Involved in Law School

• Close Reading
• Ability to See Both Sides
• Making Reasonable Assumptions
• Articulating Your Thoughts
• Prioritizing/Efficiency
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.

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Skills Involved in Law School

• Close Reading
• Ability to See Both Sides
• Making Reasonable Assumptions
• Articulating Your Thoughts
• Prioritizing/Efficiency
• Willingness to Ask for Help
• Persistence in Face of Adversity
Conclusion

• Law school can be difficult
• We want you to succeed
• We have numerous supports
• You must practice to improve skills
• You must take responsibility for your own learning