Law School Expectations
Preparing for Class
Briefing Cases
Discuss:

- What do you remember seeing in undergrad exam questions that you don’t see here?
- How does what this question calls for differ from what exam questions in undergrad called for?
- How does the sample answer differ from answers you’ve written in undergrad?
- How might discovering these differences now affect how you will approach your law school studies?
Law school skills are not intuitive.
Avoid pitfalls.
There are no shortcuts. Work hard, be patient, consistent and never give up.
What law school expects of you

- Acquire enormous amounts of knowledge.
- Demonstrate your skill in applying that knowledge.
- Expert law students understand how to (1) prepare before class, (2) engage during class, and (3) synthesize what they learned in class.
Preparing for your first law school class
Reading case opinions

**Congregation Kadimah Toras-Moshe v. DeLeo**


LIACOS, C.J. Congregation Kadimah Toras-Moshe (Congregation), an Orthodox Jewish synagogue, commenced this action to compel the administrator of an estate to fulfill the oral promise of the decedent to give the Congregation $25,000. The Superior Court rendered a sum for $25,000. The Congregation died before the estate and dismissed the Congregation's complaint. We now affirm.

The facts are not contested. The decedent suffered a prolonged illness. The decedent was visited by the Congregation's spiritual leader, Rabbi Abraham Halberstein. During four or five of these visits, the decedent made oral promises to the Congregation to give the Congregation $25,000. The Congregation planned to transform a storage room in the synagogue to $25,000, the decedent never reduced to writing after the decedent died intestate in September, 1965. He had no children. The decedent died intestate in September, 1965. He had no children named after the decedent. The decedent asserts that the decedent's oral promise is an enforceable contract. But was survived by his wife. We disagree.

The Congregation asserts that the decedent's oral promise is an enforceable contract, because the promise is alleged to be based on a representation by the Congregation to the Congregation by the decedent. But whether the promise is enforceable, we agree.
Context
Sources for

- Course syllabus
- Casebook table of contents
- Pre-case introductory materials
- Post-case questions and notes
Plan to read the case 2x or more.
YOU MUST CREATE YOUR OWN CASE BRIEFS.

*Cohens v. Virginia*

- Issue: Can U.S. Supreme Court review (per appellate jurisdiction) state court action in which the state itself is a party?
  - Is grant of original jdx where “state is a party” exclusive of appellate jdx?
  - State could insulate itself from S.Ct. by initiating case in state or lower federal court
  - Is it a greater assault on state sovereignty to review state cases involving the state itself?
Why case briefing is complicated:

- Cases vary in length.
- Some opinions are clearer than others.
- Even shorter, clearly written opinions take time to read and understand.
- Issues can vary from **few and simple** to **many and complex**.
A case brief should enable you to

1. understand the key components of the case;
2. prepare for class;
3. extract information for your outline.

ULTIMATELY, the goal of your brief is to reduce the case opinion into *something you can use* in its place.
Case brief components

- description of facts – procedural, evidentiary
- statement of the legal issue(s)
- rule(s) of law
- holding(s)
- reasons/policies supporting holding
- judgment (procedural outcome: affirmed, reversed, etc.)
1. Write name, court, and year of case.

- Last names of persons and shortened forms of corporate names should suffice.
- Court and year to give context.
- Page number in casebook.
2. Summarize the relevant facts.

- **Evidentiary facts** are the facts underlying the dispute.
  - Focus on facts that were significant to the court’s decision – i.e., **outcome determinative facts** (ODFs).
  - Use descriptive labels to refer to parties.
  - **Civil procedure exception**: Civ pro ODFs will be procedural.
  - Aim to write facts in your own words.
• **Procedural facts** are the court-related events that occurred once the lawsuit was filed.
3. **State the issue.**

Whether [SVO] when [facts].
[SVO = subject verb object]

**Subject:** legal label

**Verb:** what subject did

**Object:** recipient of subject’s action

**Where [facts]:** key facts on which issue hinges
Examples of issues

• Whether Jamal satisfied the intent element of battery, where Jamal was unaware of a hole in the fence against which he had thrown a baseball, and the baseball struck Soolee behind the fence, breaking her nose.

• Whether a hotel was liable for battery to Fisher, where its employee snatched a tray from Fisher’s hands and shouted that the restaurant does not serve African-Americans, causing deep embarrassment to Fisher but no physical injury.
4. State the rule.
5. **State holding, reasons, policies.**
6. State the judgment.
Briefing a Torts case

Congregation Kadimah Tora-Moshe v. DeLeo

LACROS, C.J. Congregation Kadimah Tora-Moshe (Congregation), an Orthodox Jewish synagogue, commenced this action [to] compel the administrator of an estate to fulfill the oral promise of the decedent to give the Congregation $25,000. The Superior Court ... rendered summary judgment for the estate and dismissed the Congregation's complaint. [We now affirm.]

The facts are not contested. The decedent suffered a prolonged illness, throughout which he was visited by the Congregation's spiritual leader, Rabbi Abraham Helfinger. During four or five of these visits, the decedent made an oral promise to give the Congregation $25,000 to transform a storage room in the synagogue into a library named after the decedent. The oral promise was never reduced to writing. The decedent died intestate in September, 1985. He had no children, but was survived by his wife.

The Congregation asserts that the decedent's oral promise is an executory contract under Massachusetts law, because the promise is allegedly gratuitous and bargaining or consideration, or both, was not used, or what

Wilkins, Chief Justice.

*** We are concerned with the validity of a surrogacy parenting agreement between the plaintiff (father) and the defendant (mother). Both the mother and the father are married but not to each other. A child was conceived through artificial insemination of the mother with the father's sperm, after the mother and father had executed the surrogacy agreement. The agreement provided that the father would have custody of the child. During the sixth month of her pregnancy, and after she had received funds from the father pursuant to the surrogacy agreement, the mother changed her mind and decided that she wanted to keep the child.

The father thereafter brought this action and obtained a preliminary order awarding him temporary custody of the child. *** The judge's order granting the preliminary injunction is before us on her report of the propriety of that order which was based in part on her conclusion that the father was likely to prevail on his assertion that the surrogacy agreement is enforceable. *** This court has not previously dealt with the

The Facts

The baby girl who is the subject of this action was born on Aug 1987, in Leominster. The defendant, mother, is biologically not the father's daughter. *** The defendant (mother) and the father (plaintiff) entered into a surrogacy agreement, which provided that the father (plaintiff) would

"R.R. v. M.H."

Supreme Judicial Court of Massachusetts
Thank you and best wishes!

Professor Alba

&

The DePaul Academic Success Team