

LSC Use Only Proposal No: _____ LSC Action-Date: _____
 UWUCC Use Only Proposal No: 13-175 UWUCC Action-Date: AP-4/1/14 Senate Action Date: App-4/29/14

Curriculum Proposal Cover Sheet - University-Wide Undergraduate Curriculum Committee

Contact Person(s)	Dr. Tim Hibsman	Email Address	thibsm@iup.edu
Proposing Department/Unit	English	Phone	724-357-2261

Check all appropriate lines and complete all information. Use a separate cover sheet for each course proposal and/or program proposal.

1. Course Proposals (check all that apply)

- New Course
 Course Prefix Change
 Course Deletion
 Course Revision
 Course Number and/or Title Change
 Catalog Description Change

Current course prefix, number and full title: English 227 Introduction to Legal Writing

Proposed course prefix, number and full title, if changing: _____

2. Liberal Studies Course Designations, as appropriate

This course is also proposed as a Liberal Studies Course (please mark the appropriate categories below)

- Learning Skills
 Knowledge Area
 Global and Multicultural Awareness
 Writing Across the Curriculum (W Course)
 Liberal Studies Elective (please mark the designation(s) that applies – must meet at least one)
 Global Citizenship
 Information Literacy
 Oral Communication
 Quantitative Reasoning
 Scientific Literacy
 Technological Literacy

3. Other Designations, as appropriate

- Honors College Course
 Other: (e.g. Women's Studies, Pan African)

4. Program Proposals

- Catalog Description Change
 Program Revision
 Program Title Change
 New Track
 New Degree Program
 New Minor Program
 Liberal Studies Requirement Changes
 Other

Current program name: _____

Proposed program name, if changing: _____

5. Approvals	Signature	Date
Department Curriculum Committee Chair(s)		6/3/13
Department Chairperson(s)		6/3/13
College Curriculum Committee Chair		3/12/14
College Dean		3/12/14
Director of Liberal Studies (as needed)		
Director of Honors College (as needed)		
Provost (as needed)		
Additional signature (with title) as appropriate		
UWUCC Co-Chairs		4/21/14

Received

APR 24 2014

Received

APR 21 2014

Received

MAR 12 2014

Liberal Studies Liberal Studies Liberal Studies

Syllabus of Record

Introduction to Legal Writing

ENGL 227 Introduction to Legal Writing

3c-01-3cr

I. Catalog Description Prerequisite: ENGL 202

Introduces legal research and writing. Students learn to prepare research memos, memoranda of law, legal briefs, court observation essays and other legal documents. Other course topics include legal terminology, audience analysis, and case study analysis.

II. Course Outcomes

Upon completion of the course, the student will be able to

1. Read, compare and contrast, and analyze documents used in the legal field.
2. Use research skills to identify and evaluate both databases and documents necessary for the creation of legal documents and implement proper format and citation.
3. Write memos, memoranda of law, basic legal briefs, observation essay, and other typical legal documents.
4. Recognize and evaluate the ethical challenges, current law practices and technology applications as they concern multiple genres of legal writing.

III. Course Outline

Week	Chapter Readings	Topics/Assignments	Time Constraints
1	Chapter 1	Sources of the Law Persuasive rhetoric and applications Exercises: ➤ Checking legal sources in the IUP library	(3 hours)
2	Chapter 2	Legal Research Finding Tools Exercises: ➤ Finding cases: • <i>Parker v. Twentieth Century-Fox Film Corp</i> • <i>Chaps v. Garcia</i> , 848 S. W.2d 667	(3 hours)
3	Chapter 3	The Case Brief Exercises:	

		➤ See review questions in Discussion Threads	(3 hours)
4	Chapter 4	Introduction to Legal Writing Exercises: ➤ Promissory note analysis ➤ Identify all constraints and legal requirements for a state's appellate brief. Study Figure 4.1 Document Requirements of the U.S. Supreme Court and First Circuit Court of Appeals for basic preparation guidelines.	(3 hours)
5	Chapter 5	The Mechanics of Construction Exercises: ➤ Revise job client's document ➤ Editing and revising handout	(3 hours)
6	Chapter 6	Effective and Persuasive Legal Writing Exercises: ➤ Revise the passage from <i>Cooley v. Board of Wardens (1851)</i>	(3 hours)
7	Chapter 7	Citations in Legal Writing Exercises: ➤ Cite the cases in proper format ➤ Identify the signals used in the passages ➤ Analyze the following case: Hypothetical 7-3 on page 183	(3 hours)
8	Chapter 8	The Basics of Legal Correspondence Exercises: ➤ Purpose of a demand letter ➤ Purpose of a client opinion letter ➤ Write letter for customer	(3 hours)
9	Chapter 9	The Internal Office Memorandum Exercises: ➤ New client interview ➤ IRAC (Issue, Reasons, Action, Conclusion) reports	(3 hours)
10	Chapter 10	The Basics of Pleadings Exercises: ➤ Difference between fact pleading and notice pleading ➤ Difference between counterclaim and cross-claim	(3 hours)
11	Chapter 11	Discovery Exercises: ➤ Prepare discovery request ➤ Review rules of procedure of applicable bounds of discovery. ➤ Analyze client's position (Details provided in lecture.)	(2 hours)
		The Memorandum of Law to the Trial Court	

12	Chapter 12	<p>Exercises:</p> <ul style="list-style-type: none"> ➤ Identify significant facts, and present them in a manner that minimizes the opposition's strong points and paints a memorable picture of your client's position. ➤ Case study analysis (Details provided in lecture.) 	(2 hours)
13	Handouts Chapter 13	<p>The Appellate Brief Wills and Last testaments</p> <p>Exercises:</p> <ul style="list-style-type: none"> ➤ Prepare a motion ➤ Determine timetables ➤ Case study analysis ➤ Rewrite Henderson file. (Copy of case file will be distributed in class.) 	(2 hours)
14	Handouts	<p>Contracts</p> <p>Exercises:</p> <ul style="list-style-type: none"> ➤ Case study analysis ➤ Rewrite Andersen file (Copy of scenario will be distributed in class.) 	(2 hours)
15	Review .pdf handouts	<p>Final portfolio organization</p> <p>Students will construct a title page, table of contents of writing assignments (chosen by students) with detailed breakdown of key concepts displayed in each writing example.</p> <p>Portfolio presentation</p>	(2 hours)
16	Review of all Chapters	Final Activity during exam week	(2 hours)

IV. Evaluation Methods

Assignment Titles		
<p>Daily reports/memos (Samples of possible assignments below:)</p> <ul style="list-style-type: none"> ➤ Legal briefs and report ➤ IRAC report ➤ Contracts and agreements ➤ Incident report ➤ Case study 	<ul style="list-style-type: none"> ➤ Letters: demand letter, client opinion letter, etc. ➤ Counter-claim, cross claim analysis 	70%

<ul style="list-style-type: none"> analysis ➤ Promissory notes ➤ Analysis of state's appellate brief 	<ul style="list-style-type: none"> ➤ Discovery request report ➤ Preparing a motion and a timetable ➤ Editing and revising scenario ➤ Etc. 	
Vocabulary Review and definitions		10%
Course Portfolio		20%
Total		100%

V. Sample Grading Scale

The final grade for this course will be determined as follows:

- A = 90-100%
- B = 80-89.9%
- C = 70-79.9%
- D = 60-69.9%
- F < 60%

VI. Course Attendance Policy

The attendance policy will conform to IUP's undergraduate course attendance policy.

VII. Require Textbooks

Basic Legal Writing for Paralegals by Pamela R. Tepper, 2nd Edition, 2012.

VIII. Special Resources Requirements

None

IX. Bibliography

Bintliff, Barbara, *Mandatory v. Persuasive Cases*, 9 PERSPEC. 83 (2001).

The Bluebook: A Uniform System of Citation (18th ed., Harvard L. Rev. Ass'n 2005).

Campbell, Camille Lamar, *How to Use a Tube Top and a Dress Code to Demystify the Predictive Writing Process and Build a Framework of Hope During the First Weeks of Class*, 48 DUQUESNE L. REV. 273 (2010).

Christensen, Leah M., *The Psychology Behind Case Briefing: A Powerful Cognitive Schema*, 29 CAMPBELL L. REV. 5 (2006).

Cooney, Mark, *Get Real About Research and Writing*, STUDENT LAW. May 2004, at 18, available at <http://law.buffalo.edu/accepted/submenu/fall10/B1B2-Cooney2-Reilly10.pdf>.

Curtis, Debra Moss & Judith A. Karp, "In a Case, In a Book, They Will Not Take a Second Look!" *Critical Reading in the Legal Writing Classroom*, 41 WILLAMETTE L. REV. 293 (2005).

Dewitz, Peter, *Reading Law: Three Suggestions for Legal Education*, 27 U. TOL. L. REV. 657 (1996).

Dworsky, Alan L., *User's Guide to the Bluebook* (18th rev. ed., William S. Hein & Co. 2005)

Garner, Bryan A., *The Redbook: A Manual on Legal Style* (West Group 2002).

Gerdy, Kristen B., *What is the Difference Between Substantive and Procedural Law? And How do I Research Procedure?*, 9 PERSPEC. 5 (2000).

Giers, Judith, *Providing Procedural Context: A Brief Outline of the Civil Trial Process*, 12 PERSPEC. 151 (2004).

Jacobsen, M.H. Sam, *Determining the Scope of a Court's Holding*, 11 PERSPEC. 120 (2003).

Kerr, Orin S., *Introduction to Reading Legal Opinions: A Guide for New Law Students*, 11 GREEN BAG 51 (2007), <http://ssrn.com/abstract=1160925>.

LeClercq, Terri, *Guide to Legal Writing Style* (3rd ed., Aspen 2004).

Neumann, Richard K., *Legal Reasoning and Legal Writing: Structure, Strategy, and Style* (5th ed., Aspen L. & Bus. 2005).

Rowe, Suzanne E., *Legal Research, Legal Writing, and Legal Analysis: Putting Law School into Practice* (2009), http://www.law.uoregon.edu/lrw/docs/stetson_rowe.pdf.

Sloan, Amy E., *Basic Legal Research: Tools and Strategies* (3rd ed., Aspen L. & Bus. 2005).

Strunk, Jr., William & E.B. White, *The Elements of Style* (4th ed., Allyn & Bacon 2000).

Wydick, Richard C., *Plain English for Lawyers* (5th ed., Carolina Academic Press 2005).

Course Analysis Questionnaire

Section A: Details of the Course

A1 How does this course fit into the programs of the department? For what students is the course designed? (Majors, students in other majors, liberal studies). Explain why this content cannot be incorporated into an existing course.

The course is an elective, and can be taken by English majors and non-majors alike. In the future, we intend to propose this course as an elective for the English Pre-Law track. Because the course is designed around research and writing activities and genres specific to the legal profession, it cannot be incorporated into other ENGL writing courses.

A2 Does this course require changes in the content of existing courses or requirements for a program? If catalog descriptions of other courses or department programs must be changed as a result of the adoption of this course, please submit as separate proposals all other changes in courses and/or program requirements.

No.

A3 Has this course ever been offered at IUP on a trial basis (e.g. as a special topic) If so, explain the details of the offering (semester/year and number of students).

No.

A4 Is this course to be a dual-level course? If so, please note that the graduate approval occurs after the undergraduate.

No.

A5 If this course may be taken for variable credit, what criteria will be used to relate the credits to the learning experience of each student? Who will make this determination and by what procedures?

N/A

A6 Do other higher education institutions currently offer this course? If so, please list examples (institution, course title).

This course is offered at many different institutions, including:

Boston University, Center for Professional Education
Legal Writing and Reasoning

The most important aspect of legal writing is to understand the logic and rationale behind. Through a series of writing assignments, students will be introduced to the manner in which lawyers' reason. Students will learn: the distinction between a factual issue and a legal issue; they will be taught to write case briefs; and how to implement the IRAC (Issue, Rule, Application, Conclusion) style of writing legal analysis. In addition, students will be introduced to the concepts of precedential and persuasive authorities. In a final paper, students must synthesize the facts in a hypothetical situation with four case holdings and statutory law.

Indiana University—Purdue University Indianapolis

Y221: Legal Research and Writing for Paralegal Studies (3 cr) Development of research and communication skills special to the area of law. Includes methods of organizing and conducting legal research, resources available for legal research, presentation of findings in memoranda and briefs, other forms of legal writing.

Collin College

LGLA 1305 Legal Writing

Fundamentals of legal writing techniques including case and fact analysis, citation, formats, and legal writing styles emphasizing the paralegal's role in legal writing.

California State University, Los Angeles

PLS 753 Legal Writing

Helps students develop a clear prose style for the variety of writing tasks paralegals will be assigned, including, preparing pleadings; summarizing research in briefs and memoranda; drafting documents; and composing correspondence. Students receive systematic critique of their writing.

Montgomery College

LA 103 Legal Writing

Concentrated study of the language, format, and content of legal writings. Emphasis on the techniques of legal composition, including understanding the role of key facts; narrowing issues; applying relevant law, citations, and other appropriate information; and organizing the materials and writing them in clear, concise style. Practice in applying these techniques to writing interoffice memoranda, letters, and legal instruments and pleadings.

Houston Community College

LGLA 1305 Legal Writing

This course provides a working knowledge of the fundamentals of effective legal writing. Topics include briefs, legal memoranda, case and fact analysis, citation forms, and legal writing styles.

University of Nevada, Reno

Legal Writing for Paralegals and Legal Assistants

Continue to build your career with this in-depth legal writing course. The Legal Writing for Paralegals and Legal Assistants course will develop high-demand writing skills and focus on creating clear, complete and well-written documents including letters, inter-office memos and client memos utilizing the correct style, organization and content.

Eastern Kentucky University

LAS 220: Legal Research and Writing I

The sources and techniques of legal research; their application to specific legal problems and the use of legal authority to construct a written legal argument.

Odessa College

LGLA 1301 Legal Research and Writing

This course presents the fundamentals of legal research and writing emphasizing the paralegal's role including resources and processes used in legal research and writing.

Topics include standard and electronic legal research, and legal writing techniques including case and fact analysis and citation format.

National Paralegal College

PLG-108: Legal Research, Writing and Civil Litigation

This course is an advanced course that seeks to refine the student's ability to write in a formal, legal manner. In addition, students will receive training in drafting legal memoranda and briefs. The course will look at the different types of legal memoranda and writings that exist. It will differentiate between the forms of legal writing and train the students in the art of adapting one's writing to the given situation. The student's familiarity with legal research through Lexis or other means and basic knowledge of the United States court system and the differences between mandatory and persuasive authority are presumed. The course will focus on developing the ability to apply legal research to the creation of the written legal document. Students will be asked to research, draft and submit an appellate brief based on an assigned fact pattern and fictitious procedural history.

University of La Verne, School of Law

Legal Analysis and Writing I

(LAW 560A – 1 units)

An introductory course designed for the beginning law student that covers a basic overview of the American legal system, the case method of legal study, and objective legal memorandum writing. Emphasis is placed on the development of skills essential to the effective study and practice of law, including case briefing, course study outlining, legal analysis, case synthesis, and legal writing.

Georgetown University

Legal Research and Writing

Course Description:

The basic techniques of legal research are covered in this course, which focuses on the location and use of statutes, judicial opinions, and secondary sources such as encyclopedias, treatises, and digests. Students acquire the basic techniques of legal research through assignments designed to instruct students on the proper method to find and use statutes, cases, and secondary sources. Extensive use of a law library is required.

University of California, Los Angeles

Law 569A/B - Academic Legal Writing

General Course Description:

This year-long seminar is designed for advanced law students who wish to develop and complete a full-length, high-quality legal article (or "comment") of publishable quality in a collaborative setting (sometimes known as a "writing circle"). The seminar will meet 14 or 15 times for the entire academic year, and students will work together with each other and with the professor to identify, develop, and refine topics; and then to organize, draft, edit, and fine-tune a piece with an eye toward dissemination to a wide audience. The collaborative process will also include peer editing, pursuant to guidelines that will be jointly determined. Enrollment, by application, is limited to a maximum of 12-14.

A7 Is the content, or are the skills, of the proposed course recommended or required by a professional society, accrediting authority, law or other external agency? If so, please provide documentation.

N/A

Section B: Interdisciplinary Implications

B1 Will this course be taught by instructors from more than one department? If so, explain the teaching plan, its rationale, and how the team will adhere to the syllabus of record.

No.

B2 What is the relationship between the content of this course and the content of courses offered by other departments? Summarize your discussions (with other departments) concerning the proposed changes and indicate how any conflicts have been resolved. Please attach relevant memoranda from these departments that clarify their attitudes toward the proposed change(s).

Currently, there is no other legal writing course offered at IUP. Faculty from other departments (see letters or support) encouraged the development of this course and offered to assist in providing relevant course materials to make sure the course is complementary to pre-law students in departments other than English.

B3 Will this course be cross-listed with other departments? If so, please summarize the department representatives' discussions concerning the course and indicate how consistency will be maintained across departments.

No.

Section C: Implementation

- C1 Are faculty resources adequate? If you are not requesting or have not been authorized to hire additional faculty, demonstrate how this course will fit into the schedule(s) of current faculty. What will be taught less frequently or in fewer sections to make this possible? Please specify how preparation and equated workload will be assigned for this course.

This course will be offered during summer and winter sessions.

- C2 What other resources will be needed to teach this course and how adequate are the current resources? If not adequate, what plans exist for achieving adequacy? Reply in terms of the following:

None.

- C3 Are any of the resources for this course funded by a grant? If so, what provisions have been made to continue support for this course once the grant has expired? (Attach letters of support from Dean, Provost, etc.)

No.

- C4 How frequently do you expect this course to be offered? Is this course particularly designed for or restricted to certain seasonal semesters?

The course will be offered during the summer and winter sessions.

- C5 How many sections of this course do you anticipate offering in any single semester?

1 section.

- C6 How many students do you plan to accommodate in a section of this course? What is the justification for this planned number of students?

The course will be capped at 25 students to match other English writing courses.

- C7 Does any professional society recommend enrollment limits or parameters for a course of this nature? If they do, please quote from the appropriate documents.

Most law schools have parameters for legal writing at the graduate level, but not at the undergraduate level. This course is designed to prepare students for the rigorous writing and research in graduate school, provide them with real-life examples, and provide them with written projects for their portfolios.

- C8 If this course is a distance education course, see the Implementation of Distance Education Agreement and the Undergraduate Distance Education Review Form in Appendix D and respond to the questions listed.

A UWUCC Undergraduate Distance Education Review Form for this course will be submitted at a later date.

Section D: Miscellaneous

Include any additional information valuable to those reviewing this new course proposal.

None.

Letters of Support

Subject: Re: New Legal Writing Course

From: John A Lewis <mfyj@iup.edu>
Date: 08/30/12 06:39 PM
To: Tim G Hibsman <tim.hibsman@iup.edu>

Tim,

Thanks for the opportunity. We definitely would support an ENGL PreLaw class about legal issues and writing legal briefs. A portfolio is not required by our students. Any assignments where case summaries or briefs (combining key facts from several cases to support an argument) would be a great enhancement to the PreLaw track as I believe our preLaw students underestimate the importance of writing in the legal field.

On several occasions I have directed those serious about law school to major in English with a PreLaw minor (sent one your way today), as I believe they are better prepared for law school with an English degree than one in Criminology. My daughter graduated from your program and I highly respect the skills and knowledge she obtained and they have served her well as she is completing her Ph.D.

If the class(es) is open to Criminology non prelaw students, I also believe it would be well received as was Philosophy and the Law (PHIL 110) and English and the Law (ENGL 265).

V/R

John

John A. Lewis, Ph.D.

Assistant Professor, Advising Center Coordinator
Wilson Hall, Room G-1B
724-357-7740
J.A.Lewis@iup.edu

Subject: Re: New Legal Writing Course

From: Gwendolyn Torges <torges@iup.edu>

Date: 08/30/12 03:04 PM

To: Tim G Hibsman <tim.hibsman@iup.edu>

Hello,
Tim (if I may),

A course on legal writing sounds like a WONDERFUL idea!

Yes, I definitely think students (especially our pre-law students) would be interested in taking a legal writing course as an elective.

At this time, our students are not required to create a portfolio or final project. However, in the "getting into law school" workshops that I conduct every semester, I encourage students to keep their best writing samples from courses to showcase their abilities either to potential employers, law/graduate school, or to share with those who write recommendation letters for them. Having a sample like this for a legal writing course would be especially helpful for those who write recommendations for law school.

You asked me to comment on what things I think are essential for the course. I've never thought deeply about this before (and I plan to ponder this a bit more, and I'll shoot you another note if I come up with some more ideas), but I think the most important point to emphasize is that good legal writing, in most ways, is no different than any good writing. In particular, good legal writing doesn't sound like it was written by or for lawyers. An invaluable skill for law students and lawyers is the ability to distill a complex doctrine or complicated set of facts down to its essence and articulate it in a way accessible to the average reader. As I'm sure you know, the writing of truly gifted lawyers and judges seems more like the work of a journalist or novelist. I think one of the most gifted legal writers of our time is Chief Justice John Roberts. His writing is not only accessible, precise and succinct, but also includes just a dash of subtle stylistic flourishes that make reading his opinions a lot of fun. For some reason, my students believe that good legal writing should be filled with legalese and sound stilted. I try to persuade them that such legal writing, although common, is *bad* legal writing.

Please let me know if there's anything I can do to help as you create this course.

Gwen

Dr. Gwendolyn Torges

Assistant Professor, Director of Pre-Law Program
Keith Annex, Room 103

Sample Lecture, Assignments, Grading Rubrics

Mini-Lecture #3 Promissory Notes

Definition:

A written, signed, unconditional promise to pay a certain amount of money on demand at a specified time. A written promise to pay money that is often used as a means to borrow funds or take out a loan.

The individual who promises to pay is the *maker*, and the person to whom payment is promised is called the *payee* or *holder*. If signed by the maker, a promissory note is a negotiable instrument. It contains an unconditional promise to pay a certain sum to the order of a specifically named person or to bearer—that is, to any individual presenting the note. A promissory note can be either payable on demand or at a specific time.

Certain types of promissory notes, such as corporate bonds or retail installment loans, can be sold at a discount—an amount below their face value. The notes can be subsequently redeemed on the date of maturity for the entire face amount or prior to the due date for an amount less than the face value. The purchaser of a discounted promissory note often receives interest in addition to the appreciated difference in the price when the note is held to maturity.

Basic Requirements of a Promissory Note:

1. **Meet the required elements to create an enforceable promissory note.** An enforceable note must include the following:
 - Default terms - What will happen if the borrower fails to repay in a timely manner.
 - The amount of the loan - The amount that is borrowed and owed
 - The Pledge of Security Agreement or Collateral hold - List any goods or services and the value used as a guarantee of the debt to be paid.
 - Repayment dates - The date payments are due or loan must be repaid.
 - Interest - The amount of interest accrued on the life of the debt and terms for late or missed payments, if applicable.
 - Amount after interest has been applied or PI (principle + interest).

2. **Outline the terms of the agreement that the borrower and lender have agreed upon.** The terms should define the following:

- Loan principal - The original amount loaned to the borrower.
- Interest rate - The rate charged or paid on borrowed money. Interest rates are calculated in terms of annual percentage rate or APR.
- Maturity rate - The date the debt become due.

3. Decide on a secured or unsecured promissory note for the repayment process.

- A secured promissory note requires the borrower to provide goods, property or services as collateral, in the event the borrower defaults on the debt. The value of the collateral must be equal to or greater than the principal of the debt.
- An unsecured promissory note generally requires no collateral to borrow. Good to excellent credit is required to get an unsecured loan.

4. Make the promissory note enforceable. The body of the document must include:

- Legal names of all parties that have a vested interest in the transaction.
- Address and phone numbers of each party involved, including the lender.
- The signature of the borrower and witness. The lender's signature may or may not be required. The requirement varies by state.
- Purpose. What the money will be used for. This will also vary by state.

5. Inform the borrower of the right to transfer clause.

- Default of payments on debts by a secured note may require the borrower to forfeit the items in lieu of payment.
- The borrower has a right to be informed that the note can be transferred by the lender to another party. The original terms and agreement will remain effective, but the debt will be payable to a different party.

Sample Promissory Notes

_____ (“Lender”) and _____ (“Borrower”) hereby enter into this loan agreement this _____ day of _____, 20____.

1. **Amount of Loan.** Lender shall loan Borrower the sum of _____ dollars (\$_____).
2. **Interest.** Interest shall be calculated on the unpaid balance as Simple/Compound (circle one) interest at the rate of _____ percent (____%).
3. **Payment Terms.** Payments shall be applied first to interest and then to the unpaid balance of the loan and shall be made according to the following terms.
 - a. **Monthly Payments.** Monthly payments shall be due on the _____ day of each month.
 - b. **Late Payments.** Payment shall be considered late if not paid by the close of business on the _____ day of the month. A late fee of \$_____ shall apply to all late payments.
 - c. **Term of Contract.** Payments shall be due beginning on the _____ day of _____(month), 20__ with a final payment due on the _____ day of _____(month), 20____, for a contract term of _____(____) months.
4. **Collateral.** This loan shall be secured by _____ (describe the collateral), to which Lender shall hold title until such time as the loan is paid in full.
5. **Loan Acceleration.** Should Borrower fail to make any monthly payment before the following months payment becomes due, he/she shall be in default. Should Borrower be unable to cure the default within _____ (____) days, Lender may call the entire amount of the loan due.
6. **Attorney Fees and Court Costs.** Should Borrower fail to comply with the terms of this loan agreement he/she will be responsible for all of Lender’s attorney fees and any Court costs associated with enforcement of this agreement.
7. **General Provisions.**

7.1 **Governing Law.** The parties agree that this agreement shall be governed by the laws of the state of _____ and that the Courts

of the state of _____ shall have exclusive jurisdiction to resolve any disputes that may arise out of this loan agreement.

7.2 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior or contemporaneous oral or written agreements concerning this subject matter.

7.3 Severability. If any provision of this agreement is held by a court of law to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity and enforceability of the remaining provisions of this agreement shall not be affected or impaired thereby.

IN WITNESS WHEREOF, the parties have executed this Promissory Note on this _____ day of _____, 20_____.

Lender

Borrower

By:
(typed or printed name of lender)

By:
(typed or printed name of lender)

STATE OF _____
COUNTY OF _____

Before me, the undersigned Notary Public in and for said county and state, did personally appear _____ (Lender) and _____ (Borrower) and signed this Promissory Note as their free and voluntary act and deed.

Notary Public

(Seal or stamp)

January 11, 2013

I, Jane Doe, residing at 111 Maple Dr., Los Angeles, CA 90435, hereby promise to pay back, in full, the borrowed amount of \$1800 plus interest to John Smith at 5432 Applewood St., Los Angeles, CA 90456. This money will be used for the purpose of buying a new computer for school.

The first payment in the amount of \$200 plus 1.5% interest must be paid by March 1, 2013 and on the same date each month thereafter until the full amount is paid back, which must be no later than November 1, 2013.

If I miss a payment or am late for a payment, 0.05% interest will be added on the already agreed-upon interest.

If I fail to pay back the total borrowed amount by the agreed-upon date, Mr. Smith will be entitled to 1% interest each month in addition to the interest already accrued. If I am unable to pay the interest or the owed amount, Mr. Smith will be guaranteed my HD flat screen TV and HP Tablet worth a total of \$2,000.

As the borrower, I am aware of the right to be informed that the note can be transferred by the lender to another party. The original terms and agreement will remain effective, but the debt will be payable to a different party, which will be agreed upon at the time of transfer.

Thank you for your cooperation.

Signed,

Jane Doe

(818) 555-9876

Date

I, [borrower's name] at [borrower's address], hereby promise to pay back, in full, the borrowed amount of [borrowed amount] plus interest, to [lenders' name] at [lender's address]. This money will be used for [purpose of borrowed money].

The first payment in the amount of [amount] plus [%] interest, must be paid by [date of first payment], and on the same date each month after, until the full amount is paid back, which must be no later than [date when full amount is due].

If I fail to pay back the borrowed amount by the agreed-upon date, [lender] will be entitled to [%] interest each month after that in addition to the interest already agreed upon. If I am unable to pay the interest or the owed amount, [lender] will be guaranteed [goods or services] worth [amount of goods or services].

If I miss a payment or am late for a payment, [%] more interest will be added onto the already agreed-upon interest rate.

As the borrower, I am aware of the right to be informed that the note can be transferred by the lender to another party. The original terms and agreement will remain effective, but the debt will be payable to a different party, which will be agreed upon at the time of transfer.

Thank you for your cooperation.

Signed,

[borrower's signature]

[borrower's name]

[borrower's phone number]

<http://www.wikihow.com/Sample/Promissory-Letter-Template>

<http://legal-dictionary.thefreedictionary.com/promissory+note>

West's Encyclopedia of American Law, edition 2.

Writing Assignment #X:

Memorandum on Social Host Liability

Jeremy is a U.Mass senior. His family lives nearby in Hatfield. He is the youngest of three brothers, all of whom attended U.Mass. One of Jeremy's older brothers, Matt, lives at home with his parents.

Jeremy's 21st birthday in May falls on the day before graduation. Since Jeremy's parents are going to be gone that week and will be coming home the morning of graduation, Matt told Jeremy to invite his friends to their house for a birthday party. At around 11 p.m., Jeremy, Matt, and all the guests will leave the Hatfield house and go to Amherst to a pre-graduation fireworks display. Matt said that he will pay for some of the food and drinks but that Jeremy's friends have to share some of the costs. Jeremy collected \$200 from his friends and gave it to Matt. The plan is that Matt will buy a keg of beer, some vodka and mixers, soft drinks, pizza, birthday cake, and party decorations using the \$200 and making up the difference with his money. They expect around 30 people to come to the birthday party. Many of the guests will be minors.

Kristen, Jeremy's girlfriend, doesn't like this plan at all. She knows how much Jeremy and his friends drink. She also knows that they will be driving from Hatfield to Amherst on Route 9 at around 11 pm the night before graduation. She doesn't think much of Matt's ability to control the drinking since Matt drinks more than Jeremy does. Amy is also concerned about what might happen when they get to the fireworks display. One of Jeremy's friends, Trevor, is notorious for getting into fights when he's been drinking too much. Last summer, Trevor got into a fight over a bad call at a local softball game. Jeremy and some of his friends jumped into the fight too and one of them ended up with a broken nose.

Kristen could go to Jeremy's parents and tell them what's being planned but she doesn't want to be seen as spoiling the birthday fun. She knows you are a legal studies major and asks you to find out how much trouble they could get into if things get out of hand. She's hoping to scare them into acting responsibly.

Write a 2-3 page letter or memorandum to Amy explaining the potential civil liability of Jeremy, Matt, and their parents for any harm caused by the negligent actions of the intoxicated birthday party guests. You decide what the tone should be. Put yourself in the position of the reader; what do you think will make the information most accessible for your reader. You do not need to discuss the potential criminal penalties (e.g. serving alcohol to minors, drunk driving) since this is about civil liability. Your goal is to equip Amy with accurate, relevant information. Remember to explain, clearly and accurately, any legal terms or concepts you use.

The format can be informal since this is being written to a friend. You decide what is best. You might want to just say, Dear Kristen, at the top, or you might want to set it up as a memorandum.

Sample memo format:

MEMORANDUM

To: My high school friends
From: Amanda Student
Date: October 6, 2006
Subject: Social host liability

The body of your memorandum should be double spaced (even though this sample is not double spaced) and divided into paragraphs. Be sure to number all your pages. A strong memorandum will cover these topics: when the police have the right to pull you over; when the police have the right to ask you to perform field sobriety tests; what those tests might consist of; what the driver's rights are; what the consequences are if you fail the tests or refuse to take the tests. You may want to conclude with some suggestions on how teenage drivers can avoid trouble.

Contract Writing

Scenario:

Beth and Gary are getting married on June 15. Beth (Belefont) gave Gary (Garner) the task of finding a wedding photographer. Gary found a great photographer named Kelly Kristen. Kelly mainly works with magazine models, but does freelance wedding photography on the side. He comes highly recommended and had a portfolio of his work.

The only problem is that he is not a professional wedding photographer so he operates a little informal. He accepts the contracts verbally and explains everything verbally. He agreed to take 200-300 digital photographs for about 3-4 hours into the wedding reception. He said it would cost around \$250.00 and he will send a bill with the photographs.

Beth gave strict instructions (per her wedding planner) that there must be a written contract for his services. Gary has asked you to assist.

Websites:

Read the following articles listed on these websites to supplement your textbook reading.

<http://smallbusiness.findlaw.com/business-contracts-forms/how-to-write-a-business-contract.html>

<http://www.techsoup.org/learningcenter/techplan/archives/page9838.cfm>

<http://www.allbusiness.com/legal/contracts-agreements/2569-1.html#axzz26TPdLBiX>

Template:

Use the following template to complete a contract for this scenario:

Contract for Photography Services

Client's Name: _____

Client's Address: _____

Photography Location: _____

Photography Date: _____ Start Time: _____ End Time: _____

Proof photographs are to be delivered to Client by MM/DD/YYYY

Minimum number of Photographs to be taken: _____ Maximum number:

Photographer's Fee: \$ _____ Deposit paid: \$ _____

1. The Client shall reimburse Photographer for any additional costs the Photographer may incur for travel, meals, parking, and other reasonable costs necessary to the performance of these services.

2. The deposit is not refundable if the Client cancels or changes the engagement. If the Photographer fails to appear at the place and time specified above, the deposit shall be refunded to the Client.

3. Proof photographs shall be delivered to the Client on CD. The client shall provide the Photographer with a written list of the proof images from which final photographs are to be prepared, and specify the number and format(s) of the final photograph to be delivered for each proof image. See attached Price Schedule for available final photograph formats and their prices.

4. The Client shall assist and cooperate with the Photographer in obtaining the desired photographs, including but not limited to specifying persons and/or scenes to be photographed; taking time to pose for photographs at the Photographer's direction; providing a person to guide the Photographer to desired persons and/or scenes; pre-shoot consultations, etc. The Photographer shall not be responsible for photographs not taken as a result of the Client's failure to provide reasonable assistance or cooperation.

5. The Photographer retains copyright in the photographs, and hereby grants the Client unlimited but non-exclusive rights to use or reproduce the photographs for which the Client pays.

Applicable Law

This contract shall be governed by the laws of the County of _____ in the State of _____ and any applicable Federal law.

Signatures

Client's Signature

Printed Name

Address

Phone

Photographer's Signature

Printed Name

Address

Phone

Writing a Will

Scenario:

You are working as intern at the Pratt, Whitney & Arbuckle Law firm. They are short staffed today and asked if you could help out a long time customer who walked in without an appointment.

Mr. Alan Alibaster and his wife Alicia are having medical issues and getting up there in age and felt the immediate need to have a will. You have been asked to take down all pertinent information, start a rough draft on the will, and ask questions if necessary. The next day the regular staff members will revise and review it.

Here were the notes they had listed:

Spouse gets everything if the other spouse dies.

If both spouses die, Kids split everything except for...

Martin gets the classic car in the garage that he helped to work on.

Mary gets the rare kitchen items.

Murray gets dad's coin collection.

Martin is the oldest so he can be the executor.

Spouses and grandkids are not involved in this.

We want to buried together at the family plot at Forest Home Mortuary.

Names:

Martin Alibaster

Mary Alibaster-Smith

Murray Alibaster

Websites:

Read the following articles listed on these websites to supplement your textbook reading.

<http://www.usa.gov/topics/money/personal-finance/wills.shtml>

<http://www.mahalo.com/how-to-write-a-will/>

Template:

LAST WILL AND TESTAMENT

of

(Full Legal Names)

(Identification / Social Security Number/s)

(Address)

1. Declaration

I hereby declare that this is my last will and testament and that I hereby revoke, cancel and annul all wills and codicils previously made by me either jointly or severally. I declare that I am of legal age to make this will and of sound mind and that this last will and testament expresses my wishes without undue influence or duress.

2. Family Details

I am married to _____ hereinafter referred to as my spouse.

I have the following children:

Name: _____ Date of Birth _____

Name: _____ Date of Birth _____

Name: _____ Date of Birth _____

3. Appointment of Executors

3.1. I hereby nominate, constitute and appoint _____ as Executor or if this Executor is unable or unwilling to serve then I appoint _____ as alternate Executor.

3.2. I hereby give and grant the Executor all powers and authority as are required or allowed in law, and especially that of assumption.

3.3. I hereby direct that my Executors shall not be required to furnish security and shall serve without any bond.

3.4. Pending the distribution of my estate my Executors shall have authority to carry on any business, venture or partnership in which I may have any interest at the time of my death.

3.5. My Executors shall have full and absolute power in his/her discretion to insure, repair, improve or to sell all or any assets of my estate, whether by public auction or private sale and shall be entitled to let any property in my estate on such terms and conditions as will be in the best interest of my beneficiaries.

3.6. My Executors shall have authority to borrow money for any purpose connected with the liquidation and administration of my estate and to that end may encumber any of the assets of my estate.

3.7. My Executors shall have authority to engage the services of attorneys, accountants and other advisors as he/she may deem necessary to assist with the execution of this last will and testament and to pay reasonable compensation for their services from my estate.

4. Beneficiary

I bequeath the whole of my estate, property and effects, whether movable or immovable, wheresoever situated and of whatsoever nature to my spouse

_____.

5. Alternate Beneficiaries

5.1. Should my spouse not survive me by thirty (30) days I direct that the whole of my estate, property and effects, whether movable or immovable, wheresoever situated and of whatsoever nature be divided amongst my children named in 2. above in equal shares.

5.2. I direct that the inheritance devolving upon any of my children under my last will and testament as well as the proceeds, the reinvestment of such proceeds and the income thereon shall be free from the legal effects of any present or future marriage of any of my children, whether in or out of community of property including any accrual system and with or without the presence of any pre-marital agreement.

5.3. If any of my children are proved to be indebted to me by means of a legal instrument, then his / her share of my estate shall be reduced by the amount of such debt.

5.4. Should any of my children not survive me and my spouse by 30 (thirty) days I direct that the whole of my estate, property and effects, whether movable or immovable, wheresoever situated and of whatsoever nature be divided in equal shares between my remaining surviving children.

6. Special Requests

I direct that on my death my remains shall be cremated and all cremation expenses shall be paid out of my estate.

OR

I direct that on my death my remains shall be buried at _____ and all funeral expenses shall be paid out of my estate.

7. General

7.1. Words signifying one gender shall include the others and words signifying the singular shall include the plural and vice versa where appropriate.

7.2. Should any provision of this will be judged by an appropriate court of law as invalid it shall not affect any of the remaining provisions whatsoever.

Signed on this _____ day of _____ 20____

at this location _____ in the presence of the undersigned witnesses.

SIGNED: _____

WITNESSES

As witnesses we declare that we are of sound mind and of legal age to witness a will and that to the best of our knowledge _____, the creator of this will, is of legal age to make a will, appears to be of sound mind and signed this will willingly and free of undue influence or duress. We declare that he / she signed this will in our presence as we then signed as witnesses in his / her presence and in the presence of each other witness, all being present at the same time.

Under penalty of perjury we declare these statements to be true and correct on this

_____ day of _____ 20__

at this location _____.

Witness 1.

Name: _____

Address: _____

Signature: _____

Witness 2.

Name: _____

Address: _____

Signature: _____

* * *

Alternate / additional clauses that you can use in this free Will and Testament template:

4. Beneficiary

I bequeath the whole of my estate, property and effects, whether movable or immovable, wheresoever situated and of whatsoever nature to my spouse and children named in 2. above in equal shares.

5.4. Should any of my children not survive me and my spouse by 30 (thirty) days I direct that the non-surviving child's share goes to his / her natural, adopted or step children in equal shares.

5.5. If my children cannot reach agreement within one year of this will coming into effect on how to divide the property bequeathed to them. the Executor shall liquidate all the property and divide the proceeds according to the shares as directed by me.

You may want to make bequests to other persons or organizations not listed in our sample last will and testament. Have a look at one of our other forms (for a will without children) for sample wording.

Quite often married persons will appoint one another or an adult child as executor of a will. You could also appoint more than one child and direct that decisions can be made

jointly and severally or must be made jointly only. Note though, decisions made jointly are not always the most expedient way to go.

BRIEF – Grading Rubric

Student Name: _____

Overall comments

Substance

Question presented: clear; fact-based; mentions legal subject; accurate

Statement of the Case

Statement of facts: clear; well-organized; accurate; orients reader; includes necessary facts; cites to record; not argumentative

Summary of the Argument

Argument

Organization: overall; based on themes; road map; within sections or paragraphs; transitions; subheadings in sentence form

Analysis

I = statement of legal subject at beginning of each sub-point

R = explanation of the law research and choice of cases-- inclusion of major precedent cases

adequate discussion of facts, holdings, and reasoning of precedent cases appropriate

synthesis of authority

A = analysis

application to pending case application of courts' reasoning and policy where appropriate

presentation of favorable arguments anticipation and rebuttal of unfavorable arguments

C = Conclusion that wraps up discussion

Conclusion: reflects content of argument; states relief requested

Style and Form

Quotations: appropriateness; introduction; accuracy; use of quotation marks

Style: clarity; directness

**avoids: inappropriate passive voice; wordiness; awkward phrasing;
awkward separation of subject and verb or verb and complement; legalese;
gobbledygook; personalizing; vagueness**

Word choice

Legal terms: correct use

Tone – formal; measured; persuasive where appropriate

**Grammar and syntax: avoids: sentence errors: fragments, run-ons, comma-splices;
misplaced modifiers includes correct antecedents for pronouns; uses parallel
structure where grammatically required; refers to courts' actions in past
tense**

Punctuation: apostrophe; comma; semi-colon

Spelling and proofreading

Format – cover, tables of contents and authorities, word limit, pagination, etc.

Citations: included where needed

**Correct citation form: abbreviations; page cites; correct reporter; court; date; short
citations**

APPELLATE BRIEF GRADING RUBRIC
150 pts

Name: _____
Section: _____

Section	Possible	Score	Comments
Introductory Sections	5		
Statement of Issues	10		
Statement of Case/Facts:			
<i>Context</i>	5		
<i>Procedure</i>	5		
<i>Substantive Facts</i>	5		
<i>Advocacy</i>	5		
Summary of the Argument	10		
Point Headings	10		
<i>Copyright:</i>			
Choice and Use of Authority	10		

Organization	10		
Advocacy and Analysis	15		
Trademark:			
Choice and Use of Authority	10		
Organization	10		
Advocacy and Analysis	15		
Counterarguments	5		
Citation/Record References	10		
Writing	10		
Total:	150		
(- late points)			