



Implementing Best Practices & Educating Lawyers: Teaching Skills and Professionalism Across the Curriculum

Workshop  
2E

Integrating Writing into Casebook Courses without  
Significantly Increasing Grading

*Karen Sneddon*

*Walter F. George School of Law, Mercer University*

Karen J. Sneddon is an assistant professor at Mercer University School of Law where she teaches trusts and estates, trusts and estates drafting, legal writing, and introduction to counseling. She graduated summa cum laude from Tulane Law School. Karen practiced law in the area of trusts and estates at Schulte Roth & Zabel LLP in New York City, and she was a Forrester Fellow at Tulane Law School before joining the Mercer Faculty in 2006.

In addition to writing in the area of trusts and estates, she writes in the area of legal writing. Karen co-authors a regular column entitled "Writing Matters" in the Georgia Bar Journal.

# *Integrating Writing into Casebook Courses without Significantly Increasing Grading*

Karen J. Sneddon  
Assistant Professor  
Mercer University School of Law  
sneddon\_kj@law.mercer.edu

Institute for Law Teaching and Learning Summer Conference  
June 23, 2009

## Checking the Pulse

Examples of Writing Prompts:

- The topic I understood the least today is \_\_\_\_\_.
- The topic I understood the best today is \_\_\_\_\_.
- The case that confuses me the most is \_\_\_\_\_.
- The case that I found the most helpful is \_\_\_\_\_.
- The one question I wished someone had asked today is \_\_\_\_\_.
- At this point in the semester, the concept/doctrine that I understand the best is \_\_\_\_\_.
- At this point in the semester, the concept/doctrine that I understand the least is \_\_\_\_\_.
- When it comes to comma usage, I feel \_\_\_\_\_.

## Multiple Choice Questions

*A partner has asked you to write a memo about whether the client's sister-in-law can successfully petition for custody of the client's minor children. Select the best answer for each of the following questions.*

1. **Considering tone, the following sentence would be appropriate to include in the office memo.**
  - A. The father demonstrates a flagrant disregard for his children when he suggests cutting ties with the aunt.
  - B. The father is planning to uproot his children again.
  - C. By contemplating a move at this sensitive juncture in the children's tender lives, the father is negligent of the feelings of his children.
  - D. None of these sentences should be included in an office memo.
  
2. **Considering style, the following sentence should be included in an office memo:**
  - A. The court looks to weigh the factors to determine if the nonparents rebut the parental presumption that the legal parent acts in the best interests of the child.
  - B. The court determined that the nonparents did not rebut the presumption.
  - C. The court said the nonparents did not rebut the presumption.

D. None of these sentences should be included in an office memo.

**Streamlining**

*Review the following traditional introduction. Determine the function and purpose of each of the words or phrases used. Then decide which words or phrases may be omitted.*

In the name of God, amen. I, JESSICA CARPENTAR, residing in Bibb County, Georgia, being now of sound and disposing mind hereby declare, make, and publish this as my Last Will and Testament, hereby revoking all prior wills and codicils by me heretobefore made.

**What's the Word?**

**Word Bank**

A. *Using the designated word bank, write the specific bequest. You must use all the words in the word bank. Insert the appropriate punctuation.*

to	antique	Maria	survives	brooch	my	favorite	me	niece
if	give	diamond	my	she	I	sapphire	Sanchez	and

B. Using the designated word bank, write a Perpetuities Savings Clause. You must use all the phrases in the word bank.<sup>1</sup>

all property of every trust created under this Will	who was in life at the date of my death unless sooner vested as provided herein.	to prevent any possible violation of the Rule against Perpetuities
and this provision should be so construed.	at the expiration of twenty-one (21) years	The purpose of this provision is
after the death of the last surviving beneficiary of this Will	Anything in this Will to the contrary notwithstanding,	shall vest in and be distributed to the persons then entitled to the income from such property

### Fill-in-the-Blank

Complete the draft provision.

All the \_\_\_\_\_  
 \_\_\_\_\_ (insert definition of residuary estate), I give  
 to \_\_\_\_\_ (identify initial taker/s—either by  
 name or by class), if \_\_\_\_\_ (insert survivorship language). If  
 \_\_\_\_\_ (identify initial taker/s) does not survive me, then I give  
 \_\_\_\_\_ (identify property) to  
 \_\_\_\_\_ (identify alternate taker/s—either  
 by name or by class), \_\_\_\_\_ (insert survivorship  
 language), or, if none of \_\_\_\_\_ (identify  
 alternate taker/s—either by name or by class) survive me, \_\_\_\_\_ (insert  
 cross reference to remote taker/s provision).

<sup>1</sup> This provision is based on the Perpetuities Savings Clause found in Mary F. Radford, 2 REDFEARN: WILLS AND ADMINISTRATION IN GEORGIA § 17:40(7th ed. 2008).

**Mr./Ms. Fix-It: Using Cases to Present Drafting Opportunities**

*Below is an excerpt of Dr. Shapira's will from Shapira v. Union National Bank, 315 N.E.2d 825 (Ohio Ct. Common Pleas 1974). Without changing the meaning of the excerpt, streamline the wording of the excerpt. If needed for clarity, you may insert additional language.*

All the rest, residue, and remainder of my estate, real and personal, of every kind and description wheresoever situated, which I may own or have the right to dispose of at the time of my decease, I give, devise and bequeath to my three (3) beloved children, to wit: Ruth Shapira Aharoni, of Tel Aviv, Israel, or wherever she may reside at the time of my death; to my son, Daniel Jacob Shapira, and to my son, Mark Benjamin Simon Shapira, in equal shares.

**Start as We Mean to Go On: Engagement Letters**  
**Group Revision**

*Below is an excerpt of an engagement letter. Review and revise the excerpt for accuracy, clarity, style, tone, and grammar.*

Thank you very much for choosing us. By this letter, we are thrilled to confirm and acknowledge agreement to retain Nelson & Murdock LLP (sometimes hereinafter referred to below as the “Firm”) and advise you in connection with your Estate Planning (hereinafter referred to the “Matter”).

Like most good law firms, we charge for legal services based on principally on hourly rates of the performing attorneys. I, together with Franklin Nelson, will be primarily responsible for representing you. Its our pleasure to help you with the Matter. My billing rate is \$150 per hour; Mr. Franklin’s billing rate is \$200 per hour. Periodically, these rates may be adjusted and the applicable rates will be those in effect at the time the services are rendered. The Firm will forward you a bill approximately each month for legal services performed through the last day of the preceding month. The Firm will also bill you approximately monthly for other client charges incurred.

## Lost in Translation

### Translating Legalese to Standard English

*Last week, you provided the client with a draft prenuptial agreement. Your client has now emailed you regarding a specific provision. The specific provision appears below. Due to travel commitments, the client is not available via phone. The client would like you to email a summary of the provision—in standard English.*

5.<sup>2</sup> A. Each party to this Agreement hereby consents that the estate, property, assets, and trust of the other party of this Agreement may be disposed of on the death of that party by any Last Will, Codicil, or Trust to the person or persons chosen by that same party as if the marriage had not taken place, or in the absence of a Last Will, Codicil, or Trust, that the estate of each party to this Agreement will descend to the heirs of the deceased party as if the marriage had not taken place. Each party's aforementioned Estate and any Trusts in which the party is either the Settlor or the Beneficiary will be free of any claim or demand of curtesy, dower, elective share, exempt property, homestead, family allowance, inheritance, pretermitted spousal rights, widow's allowance or any spousal or other claims given by law or statute, irrespective of the marriage and any law to the contrary. Each party to this Agreement expressly waives any and all rights, including but not limited to the above referenced rights, in and to the other party's Estate and the other party's Trusts.

B. Neither party to this Agreement intends by said Agreement to thereby limit or restrict the right to give or receive an inter vivos or testamentary gift from the other party to this Agreement. Either of the parties to this Agreement may elect to make an inter vivos gift to the other by a Last Will, Codicil, or Trust without in affecting the continued effectiveness of this Agreement.

---

<sup>2</sup> This provision is based on the “Prenuptial Agreement—Detailed Form” found in 11 FLORIDA JURISPRUDENCE FORMS LEGAL & BUSINESS § 36:7. However, some modifications (including, but not limited to, the insertion of additional “legalese”) have been made to facilitate the introduction of specific teaching points.

## **Translating a Client's Words to Legal Provisions**

*You are drafting a Will for a new client. The client has told you the following information:*

My parents, Mark and Louisa Boudreaux, have been a real inspiration. I know that they sacrificed a lot for me when I was growing up. If I die before they do, I want to make sure that they are able to do something they have always wanted to do. I want to give them \$15,000 to take a luxury cruise, emphasis on luxury.

Based on the client's comments, draft the specific bequest.

## Self-Assessment Worksheet

*Identify two pages of your written assignment. Review the two pages and answer the following questions. Unless otherwise directed, write your responses on this worksheet.*

- (1) The longest paragraph has \_\_\_\_\_ sentences, and the shortest paragraph has \_\_\_\_\_ sentences. *[write the exact number of words in the blanks]*
- (2) The longest sentence has \_\_\_\_\_ words, and the shortest sentence has \_\_\_\_\_ words. *[write the exact number of words in the blanks]*
- (3) Locate one sentence with 20 words or more. Trim two words from the sentence and write the revised sentence below.
- (4) Write one sentence that you consider needs the most revision:  
*[write complete sentence as it appears in the original paragraph]*
- (5) Explain why the sentence is the most in need of revision:
- (6) Write a possible revision of the sentence that addresses the concern in the preceding question:
- (7) Identify the concept that you had the hardest time articulating:
- (8) Explain your reasons for identifying the concept in Question 7.
- (9) Identify the concept that you articulated the best:
- (10) Explain your reasons for identifying the concept in Question 9.
- (11) Identify one word or phrase that is either too casual or strikes an improper tone.

## Structured Peer Review

*You will be switching draft engagement letters with a colleague in the class. Once you have switched drafts, review your colleague's draft and complete the following questions. Unless otherwise directed, write your responses on this worksheet. The draft and this worksheet will be given to the author.*

- (1) The number of times first person (I, We) is used:\_\_\_\_\_.
- (2) The number of times second person (You) is used:\_\_\_\_\_.
- (3) The number of times the client's name is used:\_\_\_\_\_.
- (4) The longest paragraph has \_\_\_\_\_ sentences, and the shortest paragraph has \_\_\_\_\_ sentences. *[write the exact number of words in the blanks]*
- (5) The longest sentence has \_\_\_\_\_ words, and the shortest sentence has \_\_\_\_\_ words. *[write the exact number of words in the blanks]*
- (6) Other than professional, I would describe the overall tone of the draft as:\_\_\_\_\_.
- (7) Write one sentence that you consider to be one of the strongest:  
*[write complete sentence as it appears in the original paragraph]*
- (8) Explain why you selected the sentence in the immediately preceding question:
- (9) Write one sentence that you consider needs the most revision:  
*[write complete sentence as it appears in the original paragraph]*
- (10) Explain why the sentence is the most in need of revision:
- (11) Write a possible revision of the sentence that addresses the concern in the preceding question:
- (12) Select the word or phrase that you would most like to incorporate into your letter:
- (13) What, if anything, is missing from the excerpt: *[insert topics, concepts, phrases, or words that could be included in the paragraph]*
- (14) Circle any grammar, punctuation, and spelling mistakes on the original.
- (15) Write any additional comments in the space below:

## Selected Bibliography

- Rachel Arnow-Richman, *Contracts Teaching: A Bibliography*, 26 U. HAW. L. REV. 489 (2004).
- Barbara J. Busharis & Suzanne E. Rowe, *The Gordian Knot: Uniting Skills and Substance in Employment Discrimination and Federal Taxation Courses*, 33 J. MARSHALL L. REV. 303 (2000).
- Mary Beth Beazley, *Better Writing, Better Thinking: Using Legal Writing Pedagogy in the "Casebook" Classroom (without Grading Papers)*, 10 LEG. WRITING 23 (2004).
- Mary Beth Beazley, *The Self-Graded Draft: Teaching Students to Revise Using Self-Guided Critique*, 3 LEG. WRITING 123 (1998).
- Carol Chomsky & Maury Landsman, *Using Contracts to Teach Practical Skills: Introducing Negotiation and Drafting into the Contracts Classroom*, 44 ST. LOUIS U. L.J. 1545 (2000).
- Andrea A. Curcio, Gregory Todd Jones, & Tanya M. Washington, *Developing an Empirical Model to Test Whether Required Writing Exercises or other Changes in Large-Section Law Class Teaching Methodologies Result in Improved Exam Performance*, 57 J. LEG. EDUC. 195 (2007).
- Lisa Eichhorn, *Writing in the Legal Academy: A Dangerous Supplement*, 40 ARIZ. L. REV. 105 (1998).
- Laurie C. Kadoch, *The Third Paradigm: Bringing Legal Writing "Out of the Box" and into the Mainstream: A Marriage of Doctrinal Subject Matter and Legal Writing Doctrine*, 13 LEG. WRITING 55 (2007).
- Pamela Lysaght, *Teaching Writing and Teaching Doctrine: A Symbiotic Relationship*, 12 LEG. WRITING 191 (2006).
- Alice M. Noble-Allgire, *Desegregating the Law School Curriculum: How to Integrate More of the Skills and Values Identified by the MacCrate Report into a Doctrinal Course*, 3 Nev. L.J. 32 (2002).
- Carol McCrehan Parker, *Writing is Everybody's Business: Theoretical and Practical Justifications for Teaching Writing Across the Law School Curriculum*, 12 LEG. WRITING 175 (2006).
- Carol McCrehan Parker, *Writing throughout the Curriculum: Why Schools Need It and How to Achieve It*, 76 NEB. L. REV. 561 (1997).
- Scott A. Schumacher, *Learning to Write in Code: The Value of Using Legal Writing Exercises to Teach Tax Law*, 4 PITT. TAX REV. 103 (2007).
- Lucia Ann Silecchia, *Legal Skills Training in the First Year of Law School: Research? Writing? Analysis?, or More?*, 100 DICK. L. REV. 245 (1996).
- Susan E. Thrower, *Teaching Legal Writing through Subject-Matter Specialties: A Reconceptation of Writing Across the Curriculum*: 13 LEG. WRITING 2 (2007).