

## **“Building the Bridge to Practice using Letters to Student Lawyers”**

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### **Summary of Contents of the Workshop**

“One learns best what one can use.”

In my contracts classes I have tried to find a method of teaching which demonstrates to students the *usefulness* of the material they are learning. Appellate decisions often involve fact situations that are not typical of the kinds of cases that form the “bread and butter” of the practicing lawyer. As a result, students often acquire a distorted view of the kinds of problems that they will be called upon for legal advice and representation. This is one of the reasons I incorporate a teaching method which I have titled, “Letter to Student Lawyer.”

The letters are presented to students in the following manner: Several days before a subject is covered by a reading assignment I electronically post a “letter to student lawyer” which seeks legal information regarding a legal issue that is typical and common to the problems that clients bring to lawyers. The letters are similar to what one might find if one were writing to an “Ask a Lawyer” newspaper column. The students are instructed to use the materials and cases in their reading assignment as their resource in drafting a response to the letter. Students are directed to deposit the responses in a designated electronic drop-box at a time prior to the beginning of the next class. The responses are not graded. They are, however, spot-checked to determine the level of understanding of the issues and legal principles involved, and the quality of the written communication. During class I provide an opportunity for students to form into groups of three to discuss their responses to the letter for approximately five minutes. I then call upon one of the groups to begin a discussion with the class as to how the response to the letter should be structured and what information it should contain. This invites a full class discussion where I receive comments and questions from other students as we structure the outline and content of a response letter. After each class, I post a sample response for

students to use in improving the content and style of the response they drafted. At the end of the semester I review the drop-box for each student and award participation points based on the extent of a students' participation in these assignments.

Student participation and reaction has been very positive. The following comments are typical of those received at mid-semester:

*"Student letters are a great teaching tool. We get to apply what we have learned in the readings to practical situations."*

*"An effective approach.....because it involves application. I feel (the Letter to Student Lawyer)... has truly helped me learn and grasp the material effectively."*

*"I have enjoyed the student letters. It provides a nice opportunity to review the material and put the rules into my own words."*

*"I think the student letters are working to get everybody to apply what we read."*

*"I enjoy the student letters because they force me to do more research on the topic and help me learn to stay objective when giving advice."*

*"Practice with the student letters helps to solidify our learning."*

*"I especially like the student letters because they are not graded; however, it gives us the chance to put into practice what we just read."*

*"I like the student letters exercises. It helps me understand the concepts...not in textbook form but rather in real life scenarios."*

I have now used the Letter to Student Lawyer teaching method through an entire two-semester course. I hope that the feedback I receive from participants in this workshop will help to improve and promote this teaching idea. From my preliminary assessment, I believe it is achieving its purposes on a number of levels. These include students demonstrating a better understanding of legal

principles, improvement in legal analysis and application, and a noted improvement in written communication.

I have attached a sample of a Letter to Student Lawyer with a sample response. I have also attached a Letter to Student Lawyer we will produce a response to during our workshop.

I hope you like this teaching method and will use it in your classes. I would love to personally hear from you.

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## **Appendix**

### **Sample Letter and Response: Acceptance of an Offer – Application of the Mail Box Rule**

Dear Student Lawyer:

On August 1, of this year, on a recent trip to Sedona, Arizona, I fell in love with a painting that was on consignment to an art gallery. It was priced at \$5,000, but the gallery owner told me that if I made an offer she would relay it to the artist and would let me know his response. I made a written offer of \$4,000 for the painting, payable within 90 days. She said she would be in touch with me within three days. On August 3, I received a faxed letter from the gallery owner. She told me that the artist would accept my offer, provided the \$4,000 was paid to the gallery by September 1. She told me that I should let her know in writing if I accepted his terms. On August 4, I applied for a loan from my bank which was approved on August 9. On that same day I mailed the gallery owner a letter advising her that I agreed to the payment terms. I then called to tell her that I had

just mailed the letter of acceptance. She advised me that, since she had not heard from me since August 3, she sold the painting for its original price of \$5,000 to a customer on August 7, and that she mailed me a letter advising me of that fact the same day. Sure enough, when I returned home, after talking with her, the letter advising me that she sold the painting was in my mailbox. Do I have any rights in this situation?

Respectfully,

Vanna Gogh

**Response to Letter :**

Dear Ms. Gogh:

The problem you present requires a determination of whether a contract was formed between you and the artist who was represented by his agent, the art gallery owner. You made a definite offer of \$4,000 for the painting which showed your intent to enter a contract. Your offer was communicated to the artist by the gallery owner. The artist made you a written counter-offer on August 3 when he accepted your offer but added a material term, which was the requirement that full payment be made to the gallery by September 1. You mailed an acceptance of the counter-offer on August 9 after having your loan approved. In the meantime, the gallery owner mailed you notice that the counter-offer made to you was revoked by the sale of the painting to another person.

This transaction appears to be covered by the mail box rule. The mailbox rule provides that, where it is reasonable or authorized, an acceptance to an offer may be made by mail, and a contract will be formed, upon the acceptance being deposited in the mail to the correct address and with appropriate postage. The mailbox rule does not apply to a revocation of an offer. A revocation is not effective until it is actually received or communicated to the person to whom the offer was made. In this case, you did not learn of the attempted revocation until after your mailing of your acceptance of the counteroffer. Since the only time

period placed on your acceptance of the counteroffer was the requirement that full payment for the painting must be made by September 1, your acceptance of the terms of the offer would complete the formation of a contract.

I therefore conclude that you had a contract with the artist, and that the artist has breached the contract giving you the right to be compensated for any damages you have suffered.

I hope this information is helpful to you.

Respectfully,

Student Lawyer

### **Materials for Workshop Assignment**

#### **1. Letter to Student Lawyer to be used in workshop:**

Dear Student Lawyer:

In August I visited a new car dealer and fell in love with a new Toyota Prius. The price of the car was \$26,000. I was told the price was “non-negotiable,” but that if I was willing to purchase the car that day, the dealer would include some “extras” as part of the deal. I offered to purchase the car at the price indicated if the dealer would include an up-graded alarm system, the “leather seat package”, and tinted windows. The sales agent left me alone in his office for a few minutes saying he would discuss my offer with his supervisor. He returned with documents for me to sign and said we had a “deal.” I signed quite a bit of paperwork, including a contract of sale, application for transfer of license plate, and financing documents. I then made an appointment to take delivery of the car three days later. When I returned to the dealership to take delivery I noticed the up-graded alarm system had been installed and the windows were tinted, but the “leather seat package” had not been installed. When I inquired about that, I was

told it was a \$1,200 item that was not included in the deal, and that it was not part of the contract I signed. The salesman says we did not have a definite agreement as to the leather seats, and that his recollection was that he would “do his best” to make that part of the deal. He says he tried, but was only able to obtain approval on the alarm system and tinted windows. He says he thought I understood that when I signed the contract. I have evidence to show that the dealership has included the leather seat package as part of deals it has made with other customers. I also wrote down exactly what was promised to me on my I-phone note pad during the time we were discussing the price and the “extras,” if I were to agree to purchase the car that day.

I would appreciate your advising me as to whether I can enforce the promise made to me regarding the leather seat package. Frankly, that was the deal-maker for me. I don’t think I would have purchased the car without it.

Thank you for your anticipated response to this letter.

Respectfully,

Feeling Taken

## 2. Resource Information for use in responding to Letter to Student Lawyer:

### Parol Evidence Rule

If the written contract is determined to be **fully integrated** (complete), evidence of an additional or different agreement **will not be admitted**.

If the written contract is shown to be only **partially integrated** (incomplete), parol evidence **may be admitted** to show the rest of the contract **so long as it only adds to or supplements** the written contract and does **not contradict or vary** a term of the written contract.

