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haynesboone

LAW SCHOOL
101

| Outlining

SO, WHAT IS OUTLINING?

1. Outlining is the process of synthesizing rules learned into a set of rules that encompass a body of law.
2. “Outlining” can be any method you use to construct a summary of the course.
3. Process, not product.

WHY OUTLINE?

- Learn. Synthesis.
- Early ID system
- Prepare.

OUTLINING CONSIDERATIONS

- When to start?
- Group Outlines
- Commercial Outlines
- That amazing outline you got from the law review editor/Circuit Court Clerk/journal outline bank
- How long?
- Should I outline at all?

COMMON 1L OUTLINING MISTAKES

- Waiting.
- Including absolutely everything.
- Leaning too much on others' outlines.
- Believing you'll have time to look up in your outline anything you might need during the exam.
- Making the outline a thing of beauty.
- Believing that the outline is the end goal.

HOW TO START

- Create a schedule.
- Gather your text, syllabus, case briefs, class notes and handouts, and commercial aids or hornbooks.
- Start with your syllabus or the TOC— organization of your outline is the first step in understanding the course
 - Think concepts, not cases (with exceptions)
 - Create a list of topics, logically organize the list, and insert the rule of law
 - Begin with the broadest rule of law and work your way down to specifics
 - Include the rule of law, cases (if necessary), hypos, any quirks of your prof and policy.
- Overwhelmed?

WORKING WITH RULES¹

Simple rules

- If A, then B
- Think strict liability
 - If you sell alcohol to a minor, you're guilty a crime. Doesn't matter if they presented fake ID or looked 40.

Elemental Rules (most common)

- Example: Battery
 - (1) intent, (2) touching, (3) touching must be harmful or offensive, and (4) must be done to another.
 - Make sure you know the rule for each element.
 - Elements often have sub-elements (i.e. what's harmful or offensive? Transferred intent?)

Factor Rules

- If A, B and C weighed together justify Z, then Z.
- A, B and C are factors. Unlike elements, you need not satisfy each one, but weighed together they get you to Z.
- Example: Material Breach in contract law. Consider (1) Extent to which injured party will be deprived of expectation, (2) Extent to which injured party can be adequately compensated (3) Extent to which party failing to perform will suffer forfeiture, (4) Likelihood party failing to perform will cure his failure, and (5) Extent to which behavior of party failing to perform comports with duty of good faith and fair dealing.

WORKING WITH RULES, CONT.

Rules with Exceptions

- If A, then B, unless Z.
- Look for “unless,” “except,” “but,” and “but if.”
- Example: Recovery of Property taken via fraud – a person who has been induced by fraudulent misrepresentations to transfer title may recover the property **UNLESS** the person in possession was a bona-fide purchaser of the property. (You’ll then have to go over what makes someone a BFP.)

Alternative Rules

- If A or B, then Z.
- Look for “either” and “or.”
- Example: Punitive damages may be awarded if the defendant exhibits fraud or malice.

TYPES OF OUTLINES — CHOOSING YOUR FORMAT

Traditional

- Start here. You can often move from your traditional outline into other formats to increase your understanding.

START: BROAD LIST

Example: Torts

- Intentional Torts and Negligence
 - Intentional Torts
 - Battery
 - Assault
 - False Imprisonment
 - Intentional Infliction of Emotional Distress
 - Defenses
 - Negligence
 - Duty
 - Breach
 - Cause in Fact
 - Proximate / Legal Cause
 - Damages
 - Defenses

ADD DETAIL

Intentional Torts

- Battery
 - Defendant's acts intentionally cause harmful or offensive contact with the victim's person.
 - Harmful contact: contact which causes physical pain, injury or illness where the risk of harm is one a reasonable person would foresee.
 - Offensive contact: contact which offends a person's reasonable sense of personal dignity, as measure by the objective standard of community norms.
 - Person: putting into motion anything that touches another person or putting into motion anything that touches something connected with or in contact with another person.
 - Causation: the Δ 's actions must be the direct or indirect cause of the harmful or offensive contact.
 - Rationale: Protection from unwanted contact is fundamental; allowing suits for trivial contact prevents self-help measures; legal redress deters wrongful conduct.

Keep adding content. Add hypos and examples. Cases if helpful. Professor's theories, ideas, etc. Policy if appropriate.

TRADITIONAL OUTLINE WITH HYPOS

Page 1 of
packet

INTENTIONAL TORTS

A. Intentional Torts

1. Battery

RULE: Battery occurs when the defendant's acts intentionally cause harmful or offensive contact with the victim's person.

a. Elements

1. Intentional

- The act is done for the purpose or with the desire to cause the contact, or
 - Hypo:** A has an enemy and a high-powered rifle; A sees his enemy 1000 yards away. A knows that there is a 1 in a 1000 chance that he will be able to hit his enemy, so he cannot be substantially certain the shot will be a success; it turns out to be A's lucky day and his shot is successful.
 - Result:** A battery exists because the act (shooting the gun) was done for the purpose of causing the contact (bullet through enemy).
- The act is done with substantial certainty that the contact will occur.
 - Hypo:** A is on the 12th floor of a high-rise building and drops a large book out of anger at the least; the book hits someone.
 - Result:** The act was not done with the purpose of hitting someone; it could be said that it was substantially certain that it would hit someone depending on the density of the crowd of people at the floor the book was dropped.
- Transferred Intent: An intent to cause a battery to A may be transferred to an intent to cause an assault or false imprisonment to A or to B.
 - Person-to-Person Transferred Intent
 - Hypo:** A intends to punch B in the face; B ducks; C is standing directly behind B; A inadvertently punches C in the face; it was not A's purpose to punch C, nor was it substantially certain.
 - Result:** A is liable to C for battery; A's intention to punch B (whether it was A's purpose, or A was substantially certain) transfers to C.
 - Ten-to-Ten Transferred Intent
 - Hypo:** A intends to file a punch at B; A can't stop himself quickly enough and actually punches B.
 - Result:** A is liable to B for battery, even though A only intended an assault.

b. Harmful Contact: causes physical pain, injury or illness where the risk of harm is one a reasonable person would foresee.

- The harmful contact must change your body, or
 - Hypo:** A goes to the doctor for a procedure requiring anesthesia; The doctor, during the procedure, decides to also remove an ugly wart from A.
 - Result:** A battery still occurs. Although a reasonable person might be grateful to have the ugly wart removed, because the contact caused a change to A's body, it can be said the contact was harmful.
- The harmful contact must cause substantial pain.
 - Hypo:** A pulls a chair out from under B; B falls to the floor and breaks her hip.
 - Result:** A is liable for battery (if the "intent" element is met).

c. Offensive Contact: offends a person's reasonable sense of personal dignity, as measured by the objective standard of community norms.

- If the contact would be offensive to a reasonable person, but was not offensive to the **VI**, then there was no battery.

ANOTHER EXAMPLE

Example: Contracts

- Offer, Acceptance, Consideration
 - Acceptance
 - By the person intended
 - Means
 - Terms
 - Medium
 - Timing

Keep adding content. Add hypos and examples.
Cases if helpful. Statute provisions.

TRADITIONAL CONTRACTS EXAMPLE

- ~~CONFIDENTIAL~~
CONFIDENTIAL
4. Open for reasonable time (≤ 3 months).
 - (c) **Reliance (RSTM §37(2))**
 1. Promise to hold open
 2. Offeree should expect reliance of *substantial character*
 3. Offeree dies early
 4. Injustice avoided only by enforcing
 - (2) **§45 - Unilateral Contracts**
 - (a) Option (*and only* an option) created by
 1. Beginning performance
 2. Tendering performance
 3. Tendering a beginning of Performance
 4. PREPARATIONS TO PERFORM DON'T COUNT
 - (b) Acceptance occurs after full performance
3. Was there ACCEPTANCE?
- a. **Person (RSTM §52)**
 - Offer can only be accepted by person whom it invites
 - b. **Means (RSTM §50)**
 - (1) **By promise (RSTM §56)**
 - (a) Must complete every requirement of K (or be in Breach)
 - (b) Reasonable diligence to notify offeror, or
 - (c) Offeror receive acceptance seasonably
 - (2) **By performance (RSTM §§ 53, 54, 62)**
 - (a) §62 - Bilateral Contracts
 1. Acceptance occurs when offeree begins performance
 2. Failure to finish - breach
 - (b) If begin, but want to reject, notice must be given
 - (3) **By silence (RSTM §69)**
 - (a) Silence or Inaction = Acceptance if
 1. Takes benefit of services with reasonable opportunity to reject and reason to know they were offered with expectation of compensation
 2. Offeree stated or gave reason to know assent could be manifested by silence and offeree remains silent in order to accept
 3. Previous dealings make it reasonable that offeree should notify of issue if not intending to accept
 - (b) Inconspicuous act (if agreed to by offeror) - acceptance unless terms manifestly unreasonable
 - c. **Terms**
 - (1) **Mirror Image Rule (RSTM §§ 58, 60, 61)**
 - (a) Any change in terms makes purported acceptance a counteroffer
 - (b) If conditional language independent, then valid acceptance
 - (c) If conditional language dependent, then no acceptance
 - (2) **Standardized Terms (RSTM §211)**
 - (a) Party who signs thinks terms used for other transactions, then acceptance
 - (b) Interpreted to treat all those similarly situated alike
 - (c) If drafter less reasonable business offeree wouldn't accept if knew about terms, then no acceptance
 - (3) **U.C.C. §2-207 ("Battle of the Forms")**
 - (a) Second Set of Terms operates as an acceptance unless acceptance "expressly made conditional" in acceptance by offeror of new

TYPES OF OUTLINES

Traditional

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Spatial Organization

SPATIAL ORGANIZATION EXAMPLES

III. COMMON LAW INTERESTS IN LAND

A. *Rights in Immediate Possession, pg. 2*

NON-FREEHOLD ESTATES

Tenancy for Years	Periodic Tenancy	Tenancy at Will	Tenancy at Sufferance
<ul style="list-style-type: none"> A lease that has a stated maximum duration. There are fixed periods marking the beginning and end of the lease. Notice the landlord for the tenant must notify the other party of the termination of the lease. Ex. Commercial leases, Retail, Upscale Apartments. 	<ul style="list-style-type: none"> A tenancy that automatically continues for successive periods (typically month or month, or year to year), unless terminated at the end of a period by notice. Notice must be given before termination. If tenancy is month-to-month, notice must be given before the next month starts (e.g., on 10/15 give notice of leaving at the end of November). Ex. Low-income leases. 	<ul style="list-style-type: none"> A tenancy in which the tenant holds possession with the landlord's consent but without fixed terms. The lease can be terminated by either party upon fair notice. 	<ul style="list-style-type: none"> A tenancy arising when a person who has been in lawful possession of property wrongfully retains it over as a holdover tenant after his interest has expired.

EVICCTIONS AND WARRANTIES OF HABITABILITY

Lessor's Remedies

- Implied Warranties of Habitability**
- Constructive Eviction** - Tenant could abandon the premises and withhold rent if the landlord breaches warranty of habitability. Eviction requires abandonment.
- Constructive Eviction without Abandonment** - A commercial tenant's contract or promise is dependent on the landlord's performance of covenants that was a significant component of the lease.
 - RETHINKABLE: (1) don't have to completely abandon the premises; (2) allow courts to focus on the essential elements of the bargain, and (3) more of a road realistic.
- A residential tenant's covenant to pay rent is dependent on the landlord's compliance with the implied warranty of habitability.

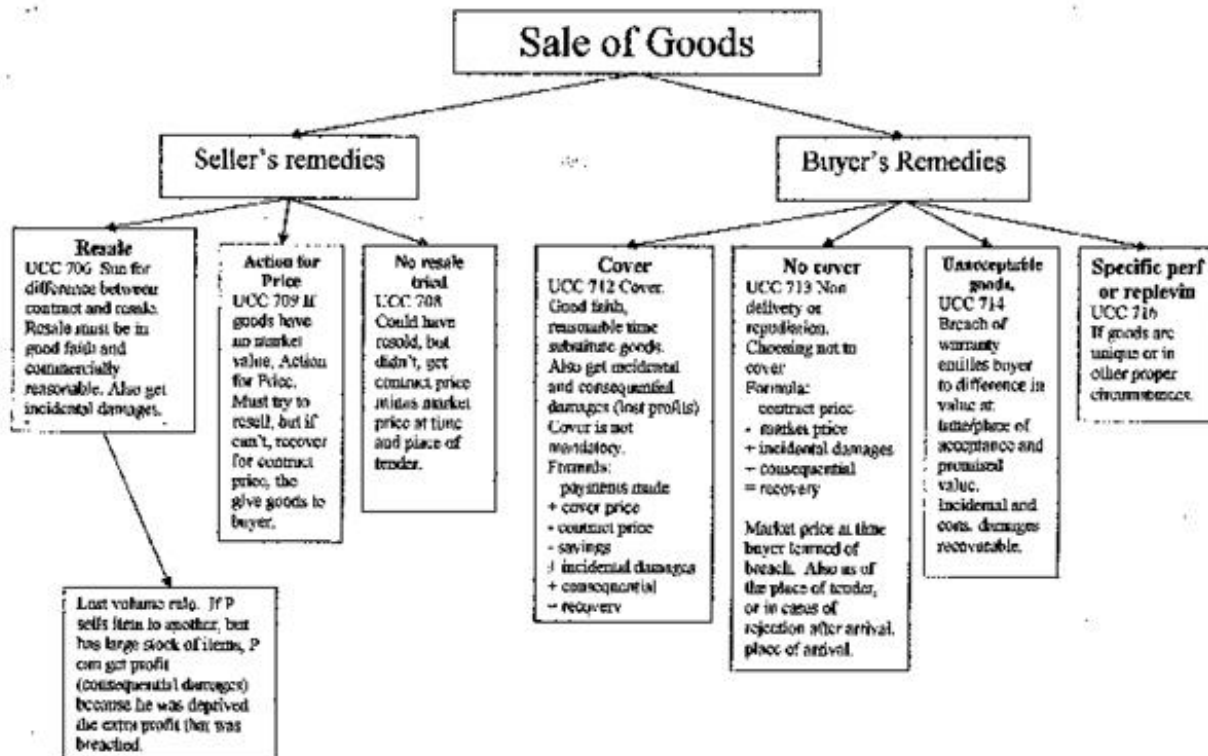
- Termination of the Lease**
 - In order to terminate a lease in breach of the lease, the breach must be "material," "substantial" or "serious."
- Eviction**

ELEMENTS OF RETALIATORY EVICTION

 - The enactment of an applicable housing code grants or reinforces, or reinforces the objective of insuring safe and decent housing conditions.
 - The landlord's business being leasing residential housing.
 - The tenant's, the type of the violation of the code violation not being excessive in material defect on the lease.
 - The landlord's motive for evicting the tenant is retaliating the code violation.
 - The tenant's report, being made in good faith and with cause.
- Damages**
 - Lessor has a duty to make a reasonable effort to mitigate damages by finding a substitute tenant.
 - The tenant, by abandoning the leased premises, remains liable for damages for breach of contract.
 - The tenant remains liable for the difference between the agreed price (stipulated rent) and the fair rental value of the premises.
 - The tenant remains liable for the entire duration of the lease, if the agreed rent, for each period of time that the lessor is unable to re-lease the premises.
 - The tenant remains responsible for the rent for the remainder of the term, if the second tenant fails to pay.

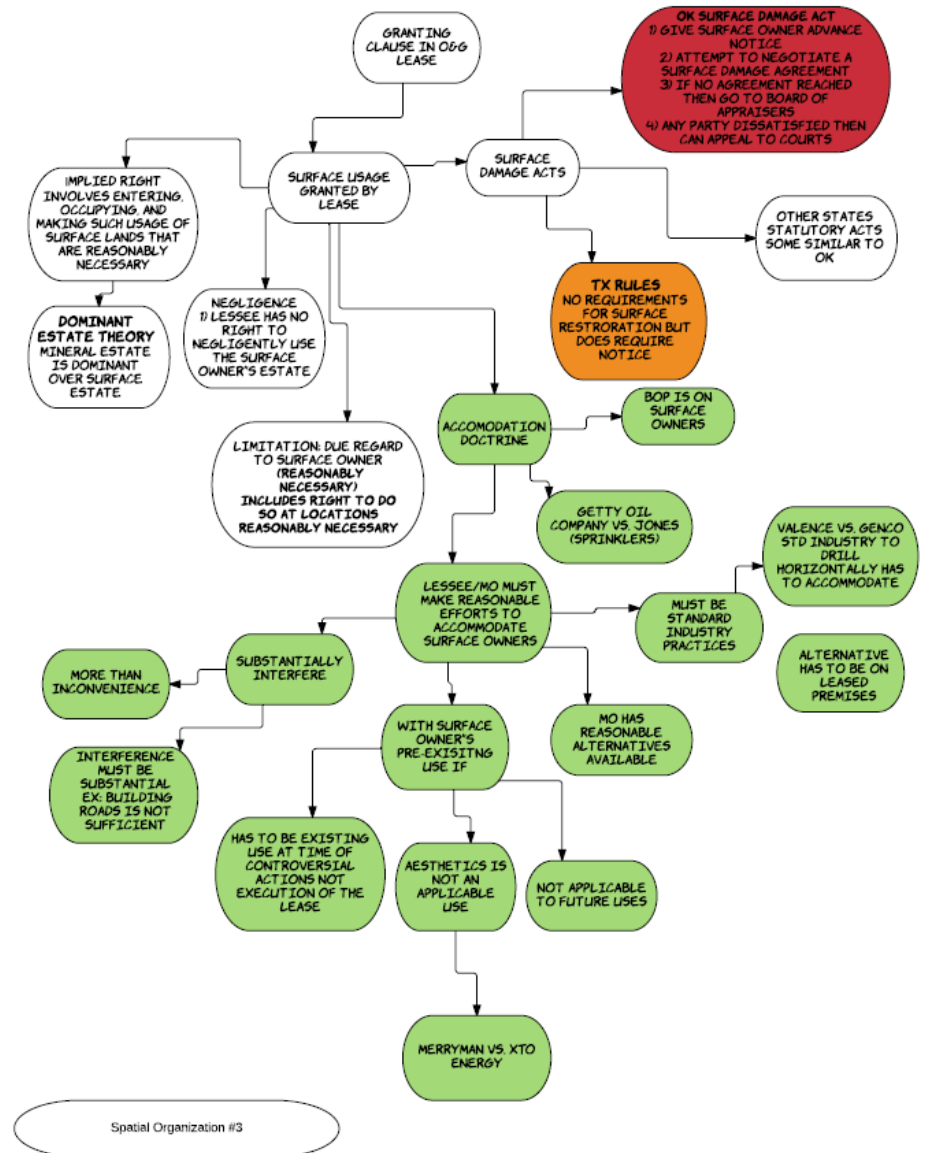
Implied Warranty of Habitability	Implied Covenant of Quiet Enjoyment
<ul style="list-style-type: none"> A warranty from the landlord to the tenant that the leased property is fit to live in and that it will remain so during the term of the lease. Breach occurs when: (1) landlord has notice of the defect; (2) the defect is substantial; and (3) the landlord had reasonable time to repair, but didn't. 	<ul style="list-style-type: none"> The landlord covenants that no action will deprive the tenant of quiet enjoyment of the premises during the lease. Ex. Failure to make repairs, failure to provide essential services, failure to maintain heating or air-conditioning systems, failure to control vermin, insects, etc. Provides a contractual remedy if the lessee does not have an unconsumed full term. Continuation of land payment to eminent domain is not a breach.

SPATIAL EXAMPLE



SPATIAL

lucidchart.com/education



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Spatial Organization

Chart

CHARTS

ELEMENTS OF OFFENSES			
Offense	CL	MPC	TPC
Must Be Voluntary		<ul style="list-style-type: none"> ▶ § 2.01(2) Not voluntary: ▶ Reflex or convulsion ▶ Bulbly movement while unconscious or asleep. ▶ Acts while hypnotized ▶ Not product of effort of the actor 	<ul style="list-style-type: none"> ▶ § 5.01(a) ▶ Voluntarily ▶ Engaged in conduct ▶ Involuntary act, omission, possession ▶ No definition of voluntary
Possession		<ul style="list-style-type: none"> ▶ § 2.01 ▶ Knowingly MR ▶ Procured or received AR ▶ In time to terminate possession AC 	<ul style="list-style-type: none"> ▶ § 6.01(b) ▶ Knowingly MR ▶ Obtains or receives MR ▶ Thing possessed AC ▶ OR is aware of control for a sufficient time to permit him to terminate his control AC
Omission	<ul style="list-style-type: none"> ▶ American bystander rule: ▶ Duty exists if ▶ Special relationship ▶ Statute ▶ Contract ▶ Voluntary assumption of care ▶ Creation of peril 	<ul style="list-style-type: none"> ▶ § 2.01(f) ▶ Omission to perform AR ▶ Act AR ▶ Of which he is physically capable AC 	<ul style="list-style-type: none"> ▶ § 6.01(c) ▶ Law provides that omission is offense Or ▶ Provides D has a duty to act
DWI	<ul style="list-style-type: none"> ▶ Strict Liability Crime 		<ul style="list-style-type: none"> ▶ § 49.04 ▶ Intoxicated AC ▶ While operating AR ▶ Motor vehicle in a public place AC ▶ <u>Punalty</u> – Class B misdemeanor, more time for open container. §49.09 Enhanced Offenses and Penalties ▶ § 34.03 ▶ Unlawfully AC ▶ –without owner's effective consent ▶ Appropriates AR ▶ Property AC ▶ With intent to deprive owner MR
Larceny	<ul style="list-style-type: none"> ▶ Trespassory AC ▶ Taking AR ▶ Apportion AR ▶ IPP of another AC ▶ With intent to permanently deprive MR 	<p>§ 223.2</p> <ul style="list-style-type: none"> ▶ Unlawfully AC ▶ Takes AR ▶ Movable property AC ▶ Of another AC ▶ With purpose to deprive him thereof MR <p><u>Punalty</u> – 1st degree felony if over \$500 or gun, car, plane, motorcycle, boat, motor vehicle, receiver or business of stolen property. Anything else misdemeanor. Less than \$50, petty misdemeanor.</p>	<p>Regulate – Class C misdemeanor if less than \$50, or \$20 and bad check. Class B if \$50-\$500, or \$20-\$500 bad check, or \$50 and previous theft, or \$20 and previous bad check. Class A if \$500-\$1500. State jail felony, 1st, 2nd, 3rd degree SEE STATUTE. Very specific</p>

Chart

CHART (USING FACTOR RULES)

DETERMINING WHETHER THE BREACH IS MATERIAL (R(2D) K §241)		
FACTOR	MATERIALITY MORE LIKELY	MATERIALITY LESS LIKELY
(1) Amount of benefit lost	<ul style="list-style-type: none"> Breach deprives nonbreaching party of substantial part of benefit expected 	<ul style="list-style-type: none"> Modest impact on overall benefit
(2) Adequacy of compensation	<ul style="list-style-type: none"> Damages cannot compensate for loss Damages are difficult to prove Preventing loss (termination & cover) is significantly better than compensating for it later 	<ul style="list-style-type: none"> Damages can compensate for loss
(3) Amount of (net) forfeiture by breaching party	<ul style="list-style-type: none"> Breaching party can resale or cover – this is why in sales of goods any nonconformity is a material breach 	<ul style="list-style-type: none"> If breaching party has relied significantly, suspension or termination may produce significant waste
(4) Likelihood of cure	<ul style="list-style-type: none"> Cure is uncertain Nonbreaching party has a great need to seek substitute performance 	<ul style="list-style-type: none"> Cure is likely or certain
(5) Breaching party's good faith	<ul style="list-style-type: none"> Lack of good faith and fair dealing Breaching party willfully did not perform 	<ul style="list-style-type: none"> Party breaches despite good faith efforts poses less risk of future breaches Breach party strives to perform

DETERMINING WHETHER TIME FOR CURE IS UP (R(2D) K §242)		
FACTOR	DISCHARGE SOONER	DISCHARGE LATER
(1) Amount of benefit lost	<ul style="list-style-type: none"> If benefit lost 	
(2) Adequacy of compensation		<ul style="list-style-type: none"> If compensation adequate
(3) Amount of (net) forfeiture by breaching party		<ul style="list-style-type: none"> If forfeiture great
(4) Likelihood of cure		<ul style="list-style-type: none"> Cure likely
(5) Breaching party's good faith		<ul style="list-style-type: none"> Good faith present
(6) Amount of harm from delaying substitute arrangements	<ul style="list-style-type: none"> When delay will prevent or hinder efforts to make substitute arrangements (cover) Remedial rules encourage minimizing consequential losses Fluctuations in price cannot be recovered 	
(7) Agreement that time is of the essence	<ul style="list-style-type: none"> Agmt states that timely performance is important Substance Timely performance is an express condition 	<ul style="list-style-type: none"> Only specifies when performance should occur

TYPES OF OUTLINES

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Spatial Organization

Chart

Checklist

- Almost all classes lend themselves to this method. Creating a checklist can be a fantastic way to make sure you don't miss any issues. It forces you to consider all topics when looking at a fact pattern.

CHECKLIST

D) Ask: is there an enforceable promise?

A) Assent

1) Offer (24) terminated 36

- Revocation 42, 43, 46
- Lapse of time 41
- Rejection 38 / counteroffer 39, 40
- Death or incapacity 48

(a) Offer extend - create an option

- UCC 2-205 and § 87
- § 87(2) reliance exception
- Unilateral contracts
 - (a) Tendering beginning §45 creates an option
 - beginning perform in bilateral creates contract

2) Acceptance

1) Offerer must accept 52

Means

- (1) Performance 53, 54, 62, silence 69, promise 56

Terms

- R2d 58 - mirror image rule
- UCC 2-207 - battle of the forms
 - Standardized forms (adhesion §211)

Medium

- E-commerce

Timing

- Mailbox rule 62 acceptance effective in mailbox, revocation effective in possession

B) Exceptions to consideration

- Past consideration 82, 83
- Moral obligation 86
- Pre-existing duty 73
- Promissory estoppel 90
- Settlement of claims 74
- Modification 89

C) Definiteness

- § 33, 34, 2-204 terms to be reasonably certain, determine existence of breach and remedy

1) Are there any defenses?

- Duress 175, 176
- Mistake 152, 154
- Misrepresentation 164
- Undue influence 177
- Incapacity 12, 13, 14, 15
- Unconscionability 2-302, 208
- Public policy 178, 179
- Statute of frauds 2-201, 131
 - 1) M.V.I. F.G.S (circle one)
 - (a) Sufficient writing
 - (b) Exceptions
 - Partial / full perf 2-201(3)(c)
 - Reliance 139
 - Land / Spec. Perf 129
 - Specially mfd goods 2-201(3)(b)
 - 1) Admit contract 2-201(3)(b)
 - Acceptance, etc 2-201

Misunderstanding 20

1) Is it time for performance?

- Conditions - Event, not certain to occur, that must occur before contract 234, 225, 229, 227
- Waiver, revocation 84
- Modification (consideration for waiver)
- Estoppel (reliance)
- Disproportionate forfeiture

III) Is there any unexcused non performance

- Material breach 241, 242, 2-601-2-508
- Cure 242, 2-601-2-508
- Impracticability 267, 2-615
 - 1) Repudiation 250, 2-610, 2-611

IV) What remedy, if any??

- Damages
 - Specific performance
 - Restitution
 - Reliance
 - Expectation

Interpretation 201

- Vagueness, ambiguous terms
- Gap-filling
- Output Contracts, etc. 2-306, best efforts 2-306(2)
- Illusory promises
- Parole evidence rule 215
- Duty of Good Faith and Fair Dealing
 - §205
 - 1-304

CHECKLIST (OPEN BOOK EXAM) - USED

Defendant John

<p>Possible offenses:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Omission (<u>over control</u>) <input type="checkbox"/> Possession <input type="checkbox"/> Strict Liability (DWI) <p>Property Offenses:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Larceny <u>of Value</u> <input type="checkbox"/> Larceny under False Pretenses <input type="checkbox"/> Embezzlement <input type="checkbox"/> Robbery <input type="checkbox"/> Aggravated Robbery <input type="checkbox"/> Extortion <p>Crimes Against Habitation</p> <ul style="list-style-type: none"> <input type="checkbox"/> Burglary <input type="checkbox"/> Arson <p>Crimes Against Persons</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assault and Battery <input type="checkbox"/> Kidnapping <input type="checkbox"/> Sexual assault <input type="checkbox"/> Rape <input type="checkbox"/> Aggravated sexual assault <input type="checkbox"/> Statutory rape <input type="checkbox"/> Intentional, 1st degree murder <input type="checkbox"/> Depraved Heart Murder <input type="checkbox"/> Felony Murder <input type="checkbox"/> Voluntary Manslaughter <input type="checkbox"/> Involuntary Manslaughter 	<p>True Defenses</p> <ul style="list-style-type: none"> <input type="checkbox"/> Necessity <input type="checkbox"/> Duress <input type="checkbox"/> Self-defense <input type="checkbox"/> Deadly force self defense <input type="checkbox"/> Mistake of Law Type II (legal info) <input type="checkbox"/> Defense of Others <input type="checkbox"/> Defense of Property <input type="checkbox"/> Defense of Habitation <input type="checkbox"/> Entrapment <p>Internal Defenses (negate MR)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Mistake of fact <input type="checkbox"/> Mistake of Law Type I <input type="checkbox"/> Voluntary Intoxication <input type="checkbox"/> Involuntary Intoxication <input checked="" type="checkbox"/> Automatism / unconscious <input type="checkbox"/> I didn't do it.
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Spatial Organization

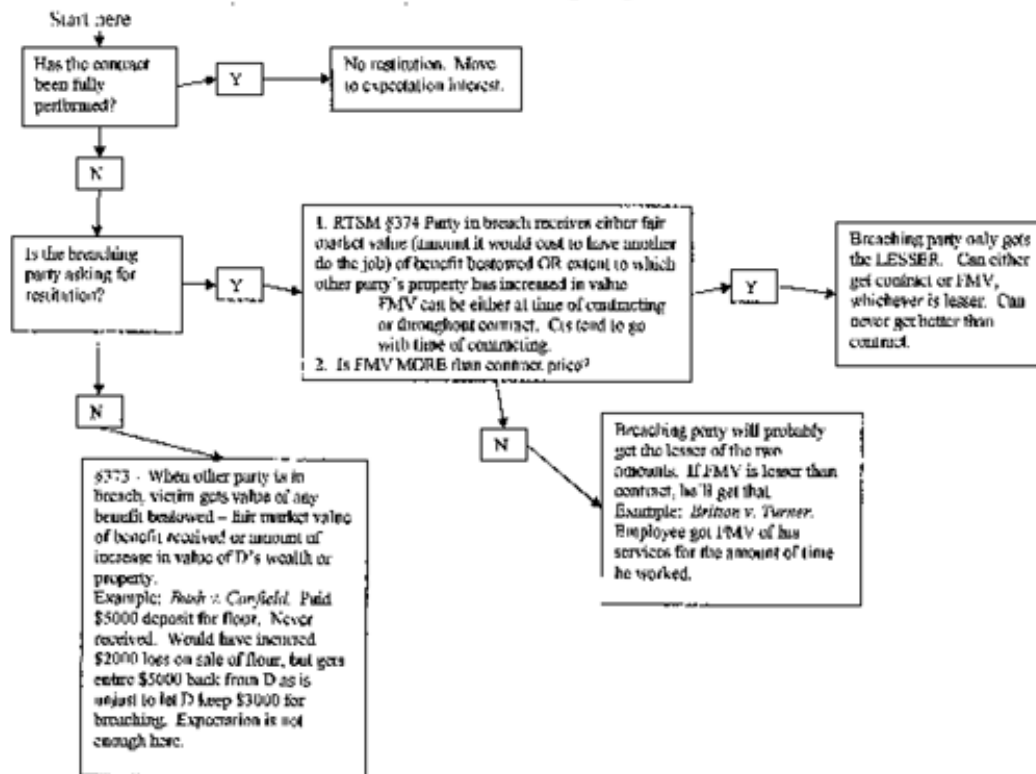
Chart

Checklist

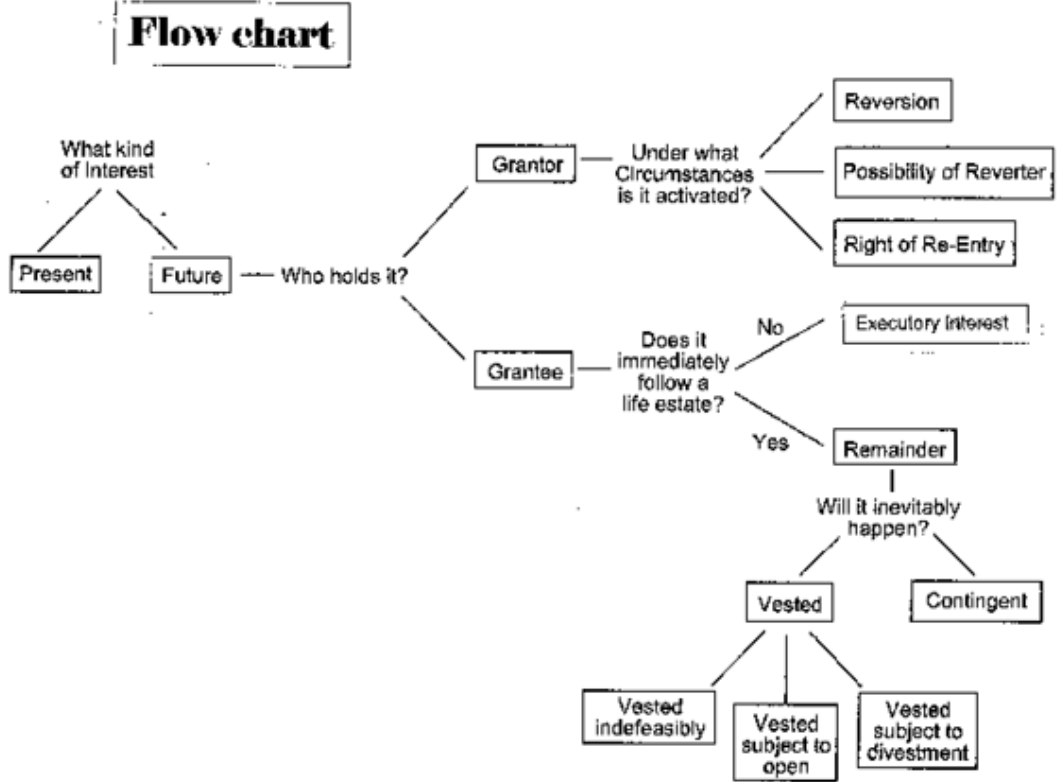
Flowchart

FLOWCHART

Restitution – Preventing Unjust Enrichment



FLOWCHART



WHAT AN OUTLINE SHOULD NOT BE:

What's wrong with this?

1. Rules are buried.
2. Focus on case summary without saying why it's important or what rule it illustrates.
3. It's hard to read. What's important on this page? Who knows.

- Choses in action – intangible property (bank accounts, debt, patents)
 - Fixture – once a chattel, but now part of the land.
- II. The Importance of Possession in Establishing Rights in Property
- A. Abandoned Lost and Mislaid Property
- Abandoned property – property that has not been recovered, and there is an intent to not recover it. Can't abandon land.
 - Reasonable time to recover depends on the facts.
 - Given these circumstances, could a reasonable person assume that the owner intended to recover property.
 - 3 types of property
 1. abandoned
 2. lost – true owner has no knowledge of where the property is
 3. mislaid – voluntarily left with an intent to recover it later
 - Distinction between lost and mislaid rests on the assumption that the location can show if it was lost or mislaid.
 - a. *Eads v. Brazelton* – Ownership of lost or abandoned property depends on an actual taking of the property with the intent to reduce it to possession.
 - b. *Armory v. Delamirie* – the finder of lost property has a right to keep the property against all but the rightful owner.
 - First at time, first at right.
 - c. *Bridges v. Hawkesworth* – P found money in a shop and gave it to shop owner to return to rightful owner. When no one claimed money, court said that the finder of the article was entitled to it as against all parties except the real owner.
 - Not found within the protection of D's house.
 - In the public part of the shop.
 - d. *South Staffordshire Water Co. v. Sharman* – No matter who finds an article on another person's land, the owner of the locus in quo has possession of that article.
 - e. *McAvoy v. Medina* – the finder of an article intentionally placed somewhere in the shop and left has no claim to the property. The owner of the shop should keep it until the rightful owner calls for it.
- B. Stolen Property; Unoccupied Property
- a. *O'Keefe v. Snyder* – O'Keefe is still the rightful owner because the statute of limitations does not begin until discovery of the stolen property
 - or by exercise of reasonable diligence and intelligence should have discovered
 - Because of the nature of many chattels including art, the adverse possession rule is not a fair or reasonable means of resolving this kind of dispute.
 - The meaning of due diligence will vary with the facts of each case, including the nature and value of the personal property.
 - b. Adverse Possession
 - Purpose of Adverse Possession
 - a. To encourage development of land
 - b. Protection of long-continued claims

OPEN BOOK V. CLOSED BOOK

Closed Book

- Still outline. Remember, it's the process.
- Focus on concepts.
- Scale it back dramatically before the exam. Read it over and over.
- Make flashcards from your outline.
- Practice exams WITHOUT your outline.

Open Book

- Create a table of contents.
- Tab it carefully.
- Do many practice exams using your outline to get familiar with it.
- You probably won't have time to look up a lot of info during the exam.

AT THE END...

Ask yourself:

- What are likely issues for the exam? Have I covered them?
- Do I understand the key problems and issues?
- Do I understand which rules apply when and the policy behind them?
- Are rules clearly stated and usable?
- Can I apply the rule of law to hypos?

Think you're done?

- Review it
- Distill it down.
- Check for accuracy (professor; study group)

▪ **Do practice exams using the outline**

Remember that your outline should constantly be evolving as you learn the law.

If you have one, use your study group. Test out your rule statements on the group to check for accuracy. Suggest a study group meeting devoted to things members don't understand.

HOW SHOULD YOU OUTLINE?

Do you know how you learn best?

Go to <http://vark-learn.com/the-vark-questionnaire/> and answer the questionnaire.

- The website will tell you what kind of learner you are and offers strategies to help you study.

HELPFUL SOURCES

MICHAEL HUNTER SCHWARTZ, EXPERT LEARNING FOR LAW STUDENTS (2008).

RUTA K. STROPUS AND CHARLOTTE D. TAYLOR, BRIDGING THE GAP BETWEEN COLLEGE AND LAW SCHOOL (2012).

HERBERT N. RAMY, SUCCEEDING IN LAW SCHOOL (2010).