



Virtual Office Hours: Writing Law School Outlines

With Heather Buck from JD Advising



JD ADVISING

I. Introduction to Outlining: Five Key Outlining Strategies

- Outline early
- Class notes most important resource
- Make your own outline
- Do not type up your class notes and call it your “outline.”
- Organize your outline in a way that makes sense.

II. A Guide to Outlining

1. Identify the overall structure of the outline.

1. Contract formation

- a. Offer
- b. Acceptance
- c. Consideration

2. Defenses

- a. Illegality
- b. Insanity

3. Statute of Frauds

4. Remedies

- a. Common law
- b. UCC



2. Start with the first issue (e.g. offer, above) and find the rules that go with that issue.

1. Contract formation

a. Offer

- i. Rule: an offer is a manifestation of intent to enter into a contract.
- ii. Elements: An offer requires both (1) intent and (2) specific terms. The specific terms are price, quantity, and identity of the offeree. It also requires intent from the perspective of a reasonable person.

3. Break down the rules into manageable parts.

1. Contract formation

a. Offer

- i. Rule: an offer is a manifestation of intent to enter into a contract.
- ii. Elements: An offer requires both
 - (1) **intent** and
 1. Look at this from the position of a reasonable person.
 - (2) **specific terms**. The specific terms are
 1. **price**,
 2. **quantity**, and
 3. **identity of the offeree**.

4. Add cases (or at least the rules from cases)!

1. Contract formation

a. Offer

i. Rule: an offer is a manifestation of intent to enter into a contract.

ii. Elements: An offer requires both

(1) **intent** and

1. Look at this from the position of a reasonable person.

2. *Fairmount Glass Works v. Crunden*: Even if one or more terms (below) are left open, a contract does not fail for indefiniteness if the parties intended to make a contract.

(2) **specific terms**. The specific terms are

1. **price**,

a. *Harvey v. Facey*: Saying “lowest price you’ll accept” is not an offer. Need *the price*.

2. **quantity**, and

3. **identity of the offeree**.

a. *Owen v. Tunison*: if offeree is not identified (in this case, a land sale contract), there is no offer.

b. *Lefkowitz*: Coat case. This was an offer because all terms were identified (first person in store gets coat for \$1).

5. Use hypothetical examples or important points your professor made in class to illustrate a rule.

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(2) specific terms. The specific terms are

1. price.

a. *Harvey v. Facey*: Saying “lowest price you’ll accept” is not an offer. Need *the price*.

i. Hypo: “Will you sell us the property?” Is that an offer? No, a question cannot be an offer. No price term either!

2. quantity, and

a. “We are authorized to offer you all of the fine salt you order.” Is that an offer? No. Because no quantity. Just saying “offer” doesn’t make it one.

3. identity of the offeree.

a. *Owen v. Tunison*: if offeree is not identified (in this case, a land sale contract), there is no offer.

b. *Lefkowitz*: Coat case. This was an offer because all terms were identified (first person in store gets coat for \$1).

i. What makes an ad an offer? When there is nothing left to negotiate!

6. Identify and draw attention to the minority rules, exceptions to the rules, and the parts of law that are unsettled.

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b. EXCEPTION: price is not needed for Ks for the sale of goods

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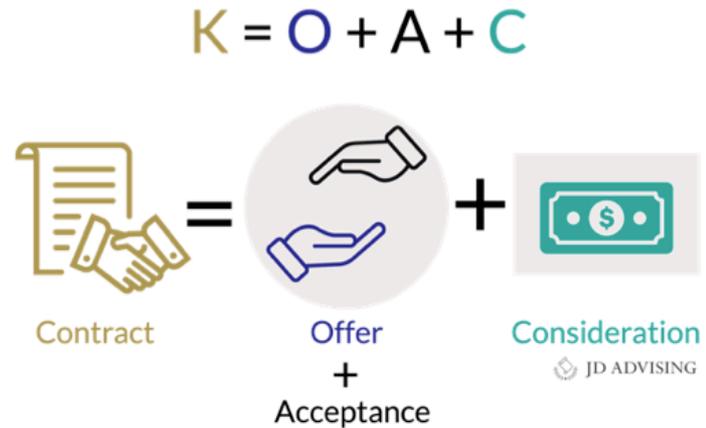
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7. Add pictures and visual aids to help you understand and retain the material.

I. Introduction to Contracts

- 1) What is a contract?
 - a) A contract is a legally enforceable promise.
 - b) What is a promise?
 - i) Ex.: **Hawkins v. McGee**: Hawkins burned his hand; McGee (doctor) promised that he could fix it and give Hawkins a "100% good hand." The skin graft did not work. Doctor's promise was enforceable. (The "hairy hand" case.)
 - c) Elements of a contract: offer + acceptance + consideration (mnemonic = **K = OAC**)



8. Avoid the common mistake of writing your outline around the cases.

1. Contract formation

a. Offer

- *Owen v. Tunison*:
 - Facts: Plaintiff wrote a letter to defendant stating he was interested in buying property. Defendant wrote back, “because of improvements . . . it would not be possible for me to sell unless I was to receive \$16,000 cash.” Plaintiff wrote back accepting.
 - Holding: If an offeree is not identified, there is no offer.
- *Harvey v. Facey*
 - Facts: Facey, owner of Bumper Hall Pen, is in negotiations to sell it to town of Kingston. Harvey telegraphs Facey: “Will you sell us BHP? Telegraph lowest cash price.” Facey writes back, “Lowest price is \$900.” Harvey: “We agree to buy BHP for \$900.”
 - Holding: Saying “lowest price you’ll accept” is not an offer.
- *Fairmount Glass Works v. Crunden*
 - Facts: Plaintiff wrote a letter to defendant asking for lowest price for 10 carloads of jars. Defendant telegraphed plaintiff with a price quote. Plaintiff accepted.
 - Holding: A contract does not fail for indefiniteness if the parties fail to include one or more essential terms if they intended to contract.

Helpful Tips for Outlining

- **Start early!**
- **Class notes are most important resource**
- **Make your own outline**
- **Do not simply type up your class notes**
- **Length doesn't matter**



III. Review Your Outline

Strategy for success no. 1: actively and repeatedly review your outline

- (a) Use a variety of techniques to review your outline.**
- (b) Repeat, repeat, repeat.**
- (c) Take breaks and stay healthy.**

III. Review Your Outline

Strategy for success no. 2:
review your outline with the
final exam in mind



IV. So, I Have My Outline . . . Now What Do I Do with My Notes, Case Briefs, Etc.?



V. Should I Prepare Any Differently for Open -Book Exams?



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How to Excel on Law School Exams: 11/11/2021, 2 p.m. ET

8 Essential Tips for First Time Bar Exam Takers: 03/24/2022, 2 p.m. ET

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