

behaviours, such as: not sitting behind or on the desk or in a chair or behind a podium while teaching; gesturing while talking to the class; looking at the class while speaking; smiling at the class as a whole, and to individual students; and moving around the classroom while teaching.

Kingsfield doesn't teach my contracts class: using contracts to teach contracts

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Most Contracts casebooks used in American law schools still rely heavily on edited appellate opinions. Some texts incorporate supplementary explanatory narrative material and contextual historical material, but edited appellate opinions predominate. Because such texts are used to teach most Contracts classes, it follows that some version of the Socratic method remains the norm for teaching Contracts. It is still not unusual for students to complete their Contracts class without ever seeing an actual contract.

Law professors often describe their primary goals as 'to teach legal analysis' or 'to teach students to think like lawyers'. Many have attempted to articulate the meaning of these terms. These attempts tend to emphasise skills of case reading, synthesis, and application of rules of law to discrete facts. The skills of legal analysis and 'thinking like a lawyer' involve more than the ability to read and brief appellate court opinions. A lawyer must be able to read, write and analyse contract documents.

Most discussions of law teaching methods emphasise one or more of five discrete methods: the Socratic or case-study method; the lecture method; the problem method; simulations; and live-client experiences.

The Socratic method of law teaching is perhaps better referred to as the case method. Its advocates believe that the Socratic method successfully teaches legal analysis because judicial opinions generally lay out the facts of a problem (dispute), identify the issue before the court,

identify the legal rule or rules that the court decides govern the dispute, apply the rule or rules to the facts, and reach a conclusion. Because judicial opinion contain legal analysis, Socratic method advocates assume that students will acquire the skill of legal analysis by reading hundreds of judicial opinions.

At the same time as students are presumably learning legal analysis, however, they also are studying specific rules of law, or doctrine. Although students continue to insist that they primarily teach and test students' legal analysis skills, most law school (and bar) examinations test familiarity with certain doctrine combined with an ability to apply that doctrine to a new set of facts. Students who have not learned the applicable doctrine cannot demonstrate their ability to do good legal analysis. By assuming that students can learn doctrine on their own, without our assistance, we fail to maximise students' chances of mastering the skill of legal analysis.

The problem method, once an exciting new approach to teaching law, has become much more common in the classroom and much has been written about its merit. Unfortunately, few Contracts teaching materials emphasise problems and those that are available for use in the classroom are very narrow in scope. Today, most Contracts casebooks include at least some problems but often the authors bury the problems in narrative discussions that follow leading cases in the text.

Although lectures predominate in undergraduate education, few law teachers rely exclusively on lectures. Lectures exemplify passive learning: students sit, try to stay awake, and listen, while professors pontificate. Perhaps for these reasons there is not a great deal of literature on using lectures in law teaching.

A wide range of teaching methods falls within the broad category of simulations. The essence of a simulation is that the teacher asks a student to play a role, such as lawyer, client, judge or arbitrator. Simulations can be used to good effect in the Contracts classroom. The published an-

ecdotal accounts by law teachers who use simulation exercises in their Contracts classes suggest that such experiments are almost uniformly successful.

A live client with a contract dispute is likely to ask the student to do one or more of the following: review a contract document and counsel the client as to its contents, prepare a contract document, or predict the outcome of litigation involving a contract. The benefits of using contracts to teach Contracts would further be reinforced for those students who participate in clinics or externship experiences that permit them to become involved in such tasks.

The apparently radical concept of actually analysing real contracts in a substantive Contracts class has been largely ignored in the teaching literature. There are three primary reasons for using contracts in Contracts classes: first, to give students an opportunity for active learning; second, to get students excited about their law studies and to be motivated to work hard; and third, to make it easier for them to learn contract law. In addition, using contracts to teach Contracts helps students learn the applicable doctrine.

There are several different techniques for using contracts in the Contracts classroom. A variety of techniques can be used over the course of one or two semesters, because each requires a different time investment, and some provide better learning opportunities than do others.

The easiest way to use a contract in class is, of course, simply handing out a sample. Few Contracts teaching materials even contain an example of 'a contract'. A somewhat more time-intensive use of contracts is to have students draft contract clauses to accomplish specific client purposes. Several Contracts casebooks include one or two such drafting exercises. The class discussion centres on the language used and whether the clause accomplishes the client's purpose. This approach works particularly well for class discussion of doctrine that is linked to contract provisions, such as merger clauses and liquidated damages clauses.

As with any teaching method, the document-based approach to teaching Contracts has strengths and weaknesses. The ideal solution is to adopt a team approach among teachers who have the same students. For example, a Torts or Property teacher who prefers some variation of the Socratic method could be teamed with a Contracts teacher who uses the document-based approach. Students would then be exposed to more than one way of learning and thinking, and they would have more opportunities to internalise skills than they would get from repetition of the same approach in every class.

Most students find the document-based problem approach to contract doctrine more challenging, yet more rewarding, than traditional approaches. First, they understand they are engaging in the same types of tasks real lawyers engage in. Second, because the doctrine originated in the context of real contracts, students can more easily understand it.

TECHNOLOGY

Legal education in the digital age

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According to some legal educators, virtual law school classes will replace traditional physical law school classes within the next few years. Thousands of students across the country will simultaneously view lectures and multimedia presentations over the Internet, and may have an opportunity to ask questions of the speaker at the end of the lecture or through online discussion forums. Those large classes may be supplemented by smaller, skills-based classes that are taught in a more traditional (physical) format, but which may be taught by practitioners instead of traditional law school faculty.

The reports of the demise of traditional law school teaching methods have been greatly exaggerated, however. Historically, reforms in legal education have moved glacially. Over the last few decades, technology has assumed a greater role in legal

education. Despite the rosy predictions of virtual law school proponents, however, the integration of technology into legal education has proceeded quite slowly. The most visible and prolific integration of technology into legal education has been in the area of computer-assisted legal research (CALR). Minnesota and Harvard Law Schools created the Centre for Computer-Assisted Legal Instruction (CALI) to facilitate the creation and use of computer-assisted legal instruction exercises. Today, almost all US law schools are members of CALI.

In the law few years, technology has begun to play a more central role in legal education. Increasingly, faculty use computers to illustrate material in class through Microsoft PowerPoint presentations, to provide syllabi and course materials to students over the Internet, to communicate with students and to allow students to communicate with each other through e-mail and electronic discussion lists, and to invite guests to participate virtually in classes.

Today, technology is used in law schools primarily to enhance the traditional method of teaching classes to a limited number of students in a specific place at a specific time, otherwise known as time-dependent/place-dependent classes. Many faculty enhance their traditional classes with PowerPoint presentations that display or outline critical material from cases, statutes or other administrative materials or hypotheticals. Many faculty also require students to complete computer-assisted legal instruction (CALI) exercises outside of class time. Faculty can also incorporate interactive tutorials and multimedia elements into electronic casebooks. Although faculty and students have been reluctant to adopt electronic casebooks, many students are bringing laptops into the classroom to save briefs and outlines and to take notes.

In the 'extended classroom' model forecast by some academics, traditional law school classes may be replaced in the future by time-dependent/place-independent classes. In this approach, classes are taught at a specific time from one

location but students participate in the class from several different locations. Several law schools in a state or region could pool their resources to create mini-consortia. Alternatively, practising lawyers or corporations might establish for-profit law schools if courses could be taught through the extended classroom method.

In a classroom-free future, thousands of students might attend a new nationwide virtual school of law. Alternatively, state-wide or regional virtual law schools may be established. While each of these scenarios is possible, it is more likely that in the immediate future law schools will offer a limited number of courses in the classroom-free format, and continue to offer most courses in the traditional time-dependent/place-dependent format.

Regardless of whether law schools of the twenty-first century continue to use the traditional time-dependent/place-dependent teaching format or adopt the extended classroom or classroom-free format, technology will play a central role in legal education. Law schools must, and will, increase the use of technology in teaching for several reasons.

First, technology is becoming increasingly central to the practice of law and law schools have an obligation to train students to use technology. More importantly, students learn in a variety of different ways and technology can play a role in educating students with different learning styles, especially if technology is used to enhance, rather than replace, the traditional time-dependent/place-dependent classroom format. Another advantage of many of the technological tools used to enhance traditional classroom teaching is that the tools are student-centred. Finally, technological enhancements to traditional classes are beneficial because they increase students' access to information and provide students and faculty with quicker feedback regarding student comprehension.

The clearest benefit provided by a shift to an extended classroom or a classroom-free model of teaching is not pedagogical but economic. Faculty salaries are