This is a list of readings from the casebook and other sources. The list is not exhaustive – there will be certain other readings and projects, including certain individual projects—and it may at times become necessary to deviate from the syllabus.

Certain readings are set out in CAPITAL letters. These cases or readings are to be emphasized. Others are in lower case; this indicates that our treatment of the case will be by lecture, and it accordingly indicates that you should not concentrate on that case as heavily as upon other readings. I hope that this device will help you manage the reading better!

Welcome to Property! This is a difficult, challenging course, but it also is a wonderful, exciting course, one that will repay the hard work you and I will put into it. Of all of your courses, this is the one that will most emphasize private arrangements as “the law between the parties.” This course will be different from other courses, but that is why it will be valuable. It is about the ways in which lawyers build things through agreement or consensus, rather than about how they pursue disputes through lawsuits.

1. Objectives: What This Course Is About
   - Preface to the casebook (skim this); photocopied Supplement 1-2 (skim)

2. Intellectual Property: Copyrights, Trademarks, Patents, and Trade Secrets
   A. Copyrights
      - Note on Copyrights (5); Constitution (5); Notes and Questions (5); COPYRIGHT ACT (6); NOTES AND QUESTIONS (7)
      - Note on How to Read the OddzOn Case (7); ODDZON PRODUCTS INC. V. OMAN (8); NOTES AND QUESTIONS (11); Sample Brief (12)
   B. Trademarks
      - Note on Trademarks (13); Statutes (13-14); NOTES AND QUESTIONS (14);
        QUALITEX CO. V. JACOBSON PRODUCTS CO. (16); Notes and Questions (20)
   C. Patents
      - Statutes (25); UNITED STATES V. ADAMS (25); Notes and Questions (26); Note on How to Read the KSR Case (27); KSR INT’L CO. V. TELEFLEX INC. (28);
        NOTES AND QUESTIONS (31); NOTE ON CLAIMS (32)
   D. Trade Secrets
      - Note (33); AL MINOR & ASSOC. V. MARTIN (33); Notes and Questions (36)
   E. Transferring Intellectual Property: The Documents
      - Note on Documents (38); THE SIX ELEMENTS OF PROPERTY TRANSFER AGREEMENTS (38)
      - SIMULATION 2A (43); APPENDIX D1-D6 (instructions/documents for Simulation 2A)
   F. What Rights Are Protected?: Defining Infringement
      - Note (44); Rosenthal Article (44); IP summary table (48)
      - NOTE ON THE DOCTRINE OF EQUIVALENTS AND PATENT ESTOPPEL (48);
        Festo Corporation v. Shoketsu Kinzoku (50); NOTES AND QUESTIONS (54);
NOTES ON INFRINGEMENT 1-3 (54-55); NOTES 1-2 (56)

G. Problems: Putting the Concepts Together
-First, read pp. 2-6 of the photocopied Supplement.
-Problem 2B (66); PROBLEM 2C (67)

H. Interferences with Personal Property (Chapter 8)
-Conversion and Trespass: Note on Forms of Action (447); KREMEN V. COHEN (450); Intel Corp. v. Hamidi (457)

3. Real Property Ownership, Including Multiple Ownership
A. What This Chapter Is About
-Note on Ownership (75); Note on Creation (75)

B. Creation of Property Interests
-By Gift: BREWER V. BREWER (76); Notes and Questions (78)
-By Transfer: Note (79); Calvin v. Custer County (79); SIMULATION PROBLEM 3A (80); APPENDIX D7-D11
-By Adverse Possession: Note (81); TOTMAN V. MALLOY (81); Notes and Questions (85-86)
-Texas Limitations Statutes, in photocopied Supplement (7-10).

C. Lawyering Strategies and Competencies in Real Property Transactions
-Note (88); DECOTIS & STEELE ARTICLE (88); NOTES AND QUESTIONS (93)

D. Possessory and Future Interests
-Note on Multiple Ownership (95); Note on Possessory Estates and Remainders (96); PROBLEMS (97)

E. Unidivided Concurrent Interests
-Note (98); Problems (98)
-Tenancy in Common: CHINN V. CHINN (99); Notes and Questions (101)
-Joint Tenancy / Survivorship: ESTATE OF MITCHELL (102); Notes and Questions (107)
-Deed Preparation Problem: PROBLEM 3B (108); APPENDIX D2-D16; DEED FORMS (108-110); Note on the Special Warranty Deed Etc. (111)

F. Security Interests: Another Kind of Undivided, Concurrent Interest
-Note on Different Names for Security Interests (Second “Note (1)”, at bottom of page 113)

G. Marital Property
-Estate of Mitchell (114); Note on Community Property (115); NOTES AND QUESTIONS (117); NOTE ON VALUATION (118); In re Graham (119); Notes and Questions (122)

H. Sample Bar Questions
-Read Text at 47 of photocopied Supplement (Disclaimers) and Questions for Ch. 3 (47-49)

4. Real Estate Transactions, I: The Purchase Agreement
A. The "Road Map" of a Typical Transaction
-A SIMPLIFIED ROAD MAP (131) (Read carefully. It will show you the "big picture" of the next four chapters.)

B. The Atmosphere of Risk in Which Property Transfers Are Negotiated
-Isaac Asimov, Foundation (133); NOTES AND QUESTIONS (134); McElroy article ("Ross and Me") (135); NOTES AND QUESTIONS (139); NOTES AND
QUESTIONS ON DISADVANTAGES OF LITIGATION (140)
-Tina L. Stark, Thinking Like a Deal Lawyer (141); NOTES AND QUESTIONS (145)

C. Brokerage
-Note on Brokerage (146); FRADY V. MAY (147); Notes and Questions (151); Hoffman v. Connall (152); NOTES AND QUESTIONS (155); Miller v. Keyser (156)

D. Negotiations for a Contract of Purchase
-Agreements to Negotiate: Vestar Development v. General Dynamics (160); NOTES AND QUESTIONS (162)
-Negotiation Techniques: DORSANE & CRUMP ARTICLE (164); Notes (170); Problems (171) (read the Problems briefly)

E. Conditions and Requisites of the Document Expressing the Agreement
-Statute of Frauds: Note (175); MEYER V. KESTERSON (175); Notes (179)
-PROBLEM 4A (180); APPENDIX D17-D27
-Conditions: Note on Inspection (181); ALLEN V. CEDAR REAL ESTATE GROUP (181); Frady v. May (186); NOTES AND QUESTIONS (187); Note on Title Conditions (188); NOTES AND QUESTIONS (189)
-Options: Note (189); BEALE STREET DEVELOPMENT CORP. V. MILLER (190); Notes 2-4 (192)
-Escrows and Earnest Money: Note (193); IN THE MATTER OF AKIVIS (193); Notes (194)

F. The Provisions of a Typical Real Estate Agreement
-Note (195); A SAMPLE AGREEMENT (198); NOTES AND QUESTIONS (205)

G. Liability Outside the Contract
-Note (208); Note on Types (209); NOTES AND QUESTIONS (209); Stambovsky v. Ackley (211); Note 1 (213)
-AMYOT V. LUCHINI (214); Notes (217); Notes and Question (220)

H. Sample Bar Questions
-Read Questions for Ch. 4 (49-51 of photocopied Supplement)

5. Real Estate Transactions, II: Financing and Conveyancing Documents
-Note on Lenders (223); Note on Documentation ("Big Picture") (224)

A. The Core Documents: Note, Deed, and Security Instrument
-Note on the Core Documents (227)
-Promissory Notes: Note on Promissory Notes (229); Note on How to Read the Case (230); MOORE V. BANK MIDWEST (231); Notes (234); Additional Note on Illinois Foreclosure (photocopied Supp. 17); Sample Promissory Note (235); NOTES AND QUESTIONS (238)
-Note on Ownership of Promissory Notes (426, in Chapter 8); Cadle Co. v. Errato (427); Note 3 (429); Note on Holder in Due Course (429); WILSON V. TOUSSIE (431); Notes (436)
-Deeds: Note on Deeds (239); THOUGHT PROBLEM (241); Note on Descriptions (241); How to Read the Case (242); FERRITER V. BARTMESS (243); NOTE 2-3 (245)
-Ohio Rev. Code Sections (247); NOTES AND QUESTIONS (249); Note on Covenants (251); BROWN V. LOBER (251); Notes 1-2 (254)
-Notes and Diagram (255)
-Note on the "Straight" Mortgage (256)
-Note on the Deed of Trust Mortgage (258); DREYFUSS V. UNION BANK (260); Notes
B. Mortgage Foreclosure
- The Process: BANK-FUND CREDIT UNION V. VIVADO (276); Notes 2 & 3 (photocopied Supp. 17); Notice Form (282); Selected Forms (D38-D40)
- The Equity of Redemption: Note (283); EMANUEL V. BANKER'S TRUST (284); Notes 1-2 (286)
- Texas Statutes (p. 18 of photocopied Supplement)
- Wrongful Foreclosure: HWANG V. STEARNS (288); Notes (292); Note 3 on Adams case (photocopied Supplement 18a)
- NOTE: DOES A PRECARIOUS SITUATION SPELL DOOM? (264); Stark Article on Predatory Lending (292); NOTES (295)

C. Liens That Arise by Operation of Law: The Vendor's Lien
- Text on Vendor's Lien (295); Chrissikos v. Chrissikos (296); NOTES (298)

D. Sale of Mortgaged Property: Assumption and Subject-to Sales
- Simulation 5C (300). Don’t read the Appendix materials this time.

E. Sample Bar Questions
- Read Questions for Ch. 5 (51-53 of photocopied Supplement)

5A. A Concrete Example of a Complete Real Property Transaction
- Reconsider the Simplified Road Map (131: Big Picture)
- CRUMP & CURTIS, THE ANATOMY OF A REAL PROPERTY TRANSACTION (spiral bound photocopy) (concentrate on questions in notes). This little book will expose you to the realities of real property transactions: the documents, methods, customs, and terminologies that appear in the casebook. The professor will cover most of the documents and will call on students for roughly half of the questions in the notes.

6. Real Estate Transactions, Part III: Title Assurance
A. Title Requirements in Purchase Agreements
- Note (303); CONKLIN V. DAVI (304); Notes (305)
- Note on Texas Custom of Contracting (photocopied Supplement 16)

B. Public Recording Acts: Race, Notice, and Race-Notice Types
- Note (306); North Carolina Statute (308); Notes (308); Texas Statute (308); Notes and Questions (309); Note on Notice and Acknowledgement (309); SANCHEZ V. TELLES (310); Notes (313); New York Statute (315); Note (315); VITALE V. PINTO (315); Notes (316)
- Notes and DIAGRAMS (316-19)

C. The Title Search and the Chain of Title
- Ellingsen v. Franklin County (319)
- Note on Indexing (322); Note on Chain of Title (323); In re Dlott (324); How to Read the Nally Case (325); NALLY V. BANK OF NEW YORK (328); Notes (331)

D. Legislation: Marketable Title Acts; Indexing by Tract
- Text and Notes (332-335)

E. Title Insurance
- MANLEY V. COST CONTROL (335); Notes and Questions (337); Note on Extra-Contractual Liability (338); SOMERSET SAVINGS BANK V. CHICAGO TITLE (339); Notes (343)
7. Real Estate Transactions, IV: Closing, Termination, Remedies

A. The Closing
- Note (361)

B. Termination Short of Closing
- Note on Clauses (362); THOUGHT PROBLEM (363); PENDLETON V. WITCOSKI (363); Note 1 (367)

C. Functionality v. "Plain English"
- Closing Statement (368); Note and Article (369-71); NOTES AND QUESTIONS (371)

D. Destruction before Closing
- Hilliard v. Franklin (373); NOTES AND QUESTIONS (374)

E. Damages as a Remedy
- Note (378); HARRISON V. McMILLAN (381); NOTES AND QUESTIONS (385);
  Note on Restrictions on Remedies (388)
- KELLY V. MARX (388); Notes (391)

F. Declaratory Relief and Title Litigation
- Notes on Lis Pendens (394)
- Text and Notes (395-98)
- Texas Rules on Trespass to Try Title, in photocopied Supplement (29-31)

8. Personal Property [Skip This Chapter, except as assigned elsewhere]

8A. Policy Analysis of Property Issues: Law and Economics; Ethical Philosophy
These principles arise throughout the casebook. The professor will cover the text and will call on students for about half the notes.
- APPENDIX A: APPLYING BASIC ECONOMIC PRINCIPLES TO PROPERTY LAW (A1 thru A42) (concentrate on questions in notes)
- APPENDIX B: ETHICAL PHILOSOPHY (B1 thru B6) (concentrate on questions in notes)

9. Limits on Governmental Power Over Property
- Introductory Note (469)

A. Due Process and Equal Protection in the Economic Context
- Constitution (469); Note on Substantive Due Process (470); Notes and Questions (472)

B. Taking of Property without Just Compensation
- Text and Notes (475-76); Loretto v. TelePrompTer (477); NOLLAN V. COASTAL COMMISSION (477); Dolan v. City of Tigard (482); Lucas v. Coastal Commission (491)
- PENN CENTRAL V. NEW YORK (483)
- First English Evangelical v. Los Angeles (494); NOTES 1-2 (495); Note on Regulatory Delays (497)

C. The Public Use Requirement
10. Land Use Regulation: From Zoning to the Environment
   A. Nuisance (and Trespass)
      -Note (519); PESTEY V. CUSHMAN (520)
   B. Euclidean Zoning
      -The Concept: Note (527); Standard Zoning Act (530); NOTES 2-5 (531)
      -The Comprehensive Plan Requirement: Note (532); Fasano v. Board of Commissioners
        (534); NOTES AND QUESTIONS (535); BELL V. ELKHORN (535); NOTES AND QUESTIONS (539); Note on Exclusionary (547)
      -Anderson v. City of Issaquah (541) and Note 1
      -Politics: Standard Zoning Act (549); NOTES AND QUESTIONS (550)
      -The Houston Difference: NOTES AND QUESTIONS ON DOING WITHOUT ZONING
       (551)
   C. Variances and Non-Euclidean Zoning
      -Note on Variances (562); RANCOURT V. MANCHESTER (563); Notes 1, 6-8 (564-66)
      -Notes on Flexible Zoning (553); Notes on Floating Zones and PUD’s (557)
   D. Presentation to a Zoning Authority
      -SIMULATION 10A (567); APPENDIX D67-D72
   E. Subdivision Regulation
      -Notes (567); PROBLEM 9B (in Ch. 9, 502-510); NOTES (510-11)
   F. Environmental Regulation
      -Note on CERCLA (588); NORTHEAST DORAN V. KEY BANK (590); Notes and
        Questions (593); Note on Impact (594)

11. Easements, Covenants, Etc.: Private Land-Use Controls
   A. Terminology
      -Notes (599); Problems 1, 3, 4 (601) (consider the Problems briefly)
   B. Easements: Creation
      -Express Easements: Note (602); Willard v. First Church (602); NOTES AND
        QUESTIONS (604)
      -Easements by Necessity or by Pre-Existing Use: Note on Non-Express Theories (604); Note on Requirements (605); Kennedy v. Bedenbaugh (606); Notes and Questions (608); Note (608); SCHWAB V. TIMMONS (609); NOTES AND QUESTIONS (613)
      -Prescriptive Easements: HAN FARMS V. MOLITOR (615)
      -Public Dedication: Note (619); Hatton v. Grigar (620); NOTES AND QUESTIONS (623)
      -Easements by Estoppel: PROSPECT DEVEL. CO. V. BERSHADER (623)
      -Easement Creation Problem: SIMULATION (627); APPENDIX D73-D75, D76-D79
   C. The Bundle of Rights Given by an Easement
      -Note (628); Carrolsburg v. Anderson (628); NOTES AND QUESTIONS (631)
      -SWAIM V. SIMPSON (632); Notes (633)
      -PROBLEM 11B (637); APPENDIX D82-D85
   D. Covenants That Run with the Land
      -Real Covenants: Note on Formal Requirements (638); Klefstad Co. v. New Boston (640)
      -In Business Developments: Note (647)
E. Neighborhood Governance through Covenants
- *Architectural Approval*: Note (662); Raintree Homeowners Ass'n v. Bleimann (664); Note 1 (667)
- *Assessments and Liens*: Regency Homes Ass'n v. Egermayer (669); Notes 1, 4 (674-75)

F. Sample Bar Question
- Read Question for Ch. 11 (53-54 of photocopies Supplement)

12. Common Law Estates: Possessory and Future Interests
- Note on Themes (695)

A. History
- Text (696-99)

B. Possessory Interests: Fee Simple and Life Estate
- Note (699); Chart (701); Note (701); Problems (703); Imerys Marble Co. v. J. M. Huber (704); Notes 1-5 (705)
- Texas Property Code § 5.008 (duties of life tenant), photocopied Supplement (35)

C. Future Interests: Reversions; Remainders, Vested and Contingent; Executory Interests
- Note on Classification (707); Notes and Questions on Reversions (708); Note on Remainders (708); Problems (710); Estate of Zucker (711); Notes 1-2 (714)
- Note on Executory Interests (715)

D. The Defeasible Fees and Their Future Interests
- Note (719); Problems (721); Queler v. Skowron (722); Notes 1-4 (726); Note on Oil & Gas Leases (727)

E. Putting All the Estates Together
- Chart (729); Problems (729)

F. Historic Rules Favoring Marketability
- Note on the Conflict (730); Note on Shelley's Rule (731); Estate of Hendrickson (733); Note 1 (736)
- Texas Property Code § 5.042(a) (abolition) (photocopied Supplement 35)

G. Modern Rules Favoring Marketability: The Rules Against Restraints and Against Perpetuities
- Imery's Marble Co. v. J.M. Huber (737); Notes (738)
- Note on the Rule Against Perpetuities (738-40); Chart (740); Estate of Kreuzer (741); Five-Step Method (743); Notes 1, 3, 4 (744); Note on Savings Clauses (746); Note on Modifications (746); Tex. Property Code § 5.043, 112.036 (rule, reformation), (photocopied Supplement 35)
- “Fun with Future Interests” (752-53)

H. Estates in Modern Transactions
- Text (754)

I. Sample Bar Question
- Read Question for Ch. 12 (photocopied Supplement 54-55)

13. Landlord & Tenant, Part I: Modern Regulation
- Notes and Questions (839)

A. Implied Covenants of Quiet Enjoyment and Habitability
- Note (840); Pfeifle v. Tanabe (842); Notes 1-4 (845)
- Note on Habitability (847); Javins v. First National Realty (848); Notes
(852); Dick v. Pacific Heights (853); Metz v. Duenas (854); Notes (855); NOTE ON LAW, ECONOMICS & HABITABILITY (856); PINZON V. A & G PROPERTIES (857)
-Note on Commercial Habitability (857); Gyn-N-I Playgrounds v. Snyder (858)

**B. Landlords' Remedies for Tenants' Breaches**
- Garcia v. Thong (859); NOTES AND QUESTIONS (861)
- Note 3 on Mitigation (861); Austin Hill Country Realty v. Palisades Plaza (862); STONEHEDGE SQUARE V. MOVIE MERCHANTS (865); Notes (866)
- Notes on Self-Help (868); NOTE ON EVICTION (870); Metz v. Duenas (871); Central Bank v. Mika (877); Texas Statutes and Rules on Forcible Entry & Detainer (photocopied Supplement 38-41)

**C. Rent Control**
- Pennell v. City of San Jose (893); NOTES (894); NOTES (898)

**14. Landlord and Tenant, II: The Lease as a (Private) Conveyance and as a Contract**

**A. Different Types of Tenancies**
- Note on Tenancy Types (757); MILLER & DESATNIK V. BULLOCK (758); Notes (761)
- Notes 1, 3-5 (762-63)

**B. Transfer of the Leasehold: Assignment, Sublease, Subordination, Attornment**
- Note (765); Note on How to Read the Case (765); Kendall v. Earnest Pestana (766);
  CALIFORNIA CODE (772); TRINITY PROFESSIONAL PLAZA V. METROCREST (773); NOTE ON LAW & ECONOMICS (773)
- Note on the Difference between Assignments & Subleases (778)
- Notes (780); Note on How to Think about the SNDA clause (782); MISCHIONE V. BARTON DEVELOPMENT (783); Notes (787)

**C. The Premises: Possession, Use, Enjoyment, Physical Quality**
- KEYDATA CORP. V. UNITED STATES (788)
- OKLAHOMA PLAZA INVESTORS V. WAL-MART (792); Oklahoma Plaza v. Wal-Mart (reversal) (796); Notes (797)
- Wesson v. Leone Enterprises (800); NOTES (803)
- Cramer v. Balcor Management (809); NOTES (809)

**D. Rent Clauses**
- Note on Variations (812); How to Read the McLaren Case (814); UNITED STATES EX REL GOODMAN V. McClAREN (815); Notes (820); In re Adoption of a Prohibition (821)

**E. The Lease Instrument**
- Note on Residential Leases (833)
- Note on Customary Terms (837)

**F. Sample Bar Questions**
- Read Questions for Ch. 13 (photocopied Supplement 55-56)

**15. Complex Commercial Transactions: Purchase and Sale of an Office Building, Retail Center, or apartment Building** (handout materials)
Professor’s Policies in Assigning Reading

1. I try to make assignments for the semester as a whole. This policy decreases flexibility, but it assists students in planning.

2. On some occasions, difficulties in understanding will prevent finishing an assigned reading. In the next class, we’ll pick up where we left off and catch up. The professor then must allow for decreased student memory of past material. Also, Problems sometimes have to be postponed.

3. I try to avoid a “crunch” of abnormally long assignments at the end of the course.

4. In fact, if possible, I arrange lighter assignments for the last hours of the course.

5. I try to keep assignments reasonable in length and to disclose estimates of pages per class hour. These average about 17 pages per hour.

6. I expect students to observe the difference between emphasized readings (capital letters on the Syllabus) and lesser intensity for other readings. This difference should make your time usage for the assignments more efficient.
1. Welcome to the Course in Property! This is a wonderful subject to study: fascinating, challenging and practical. It also will be a demanding course, but your hard work will be rewarded when you practice law.

   It is necessary to implement policies or rules for such a class. Therefore, please understand the businesslike tone of the following items.

2. You Need Not Communicate With the Professor Concerning the Reasons for Your Absences. If you are absent, I always assume you have a good reason. As long as you comply with the law school's attendance requirements, I don't need to know the reason. Exception: See Items 11 and 12 below!

3. You Need Not Communicate With the Professor Concerning Your Unpreparedness. If you are unprepared on a given day when I happen to call on you, my approach is to go ahead and call on you. The (relatively mild) sanction for occasional unpreparedness is that you must stand up and admit it. For this and other reasons, I request that you not inform me about unpreparedness. I assume (and I think your classmates assume) that even good students may be unprepared occasionally. (I may, however, call on you again in the near future, and I do begin to take unpreparedness more seriously if it occurs repeatedly.)

4. Hold Up Your Hand Before Talking; Realize That the Professor Can't Always Recognize Everyone and Must Determine When We Must Move Along. This will be a large class, and there is no responsible way to teach it without covering a lot of ground. I have to consider the need to cover the material and the need to bring a variety of students into the discussions. Therefore, please hold up your hand before speaking out. Please understand if we have to cut off discussion and move on.

5. SPEAK LOUDLY When You Are Called On. Every student must speak loudly enough for everyone else to hear. Conversely, one of the skills you should learn is how to stand up in a group of people and speak extemporaneously and persuasively on difficult subject matter. One of the habits that will most annoy your classmates is speaking so that they have to strain to hear you. Even if you're not sure of the answer, it's best if we all can hear you.

6. Out-of-Class Assignments. Every student, at some point, will be given a practical, out-of-class assignment that will involve document analysis, document preparation, negotiation, or the like. These outside assignments will be discussed in class.

7. Reading The Anatomy of a Real Property Transaction (Spiral-Bound Photocopy). We shall use the paperback book, The Anatomy of a Real Property Transaction, in addition to the casebook. We shall discuss the full Anatomy book. I think you will find this book valuable. It will show you something real: all of the essential documents in an actual land purchase.

8. Video Reviews. There are three videotaped reviews on the law school website, covering this entire course. Please study these at the appropriate points, which are noted in the syllabus. They are keyed to your copy of the overhead projector slides. These reviews will help you a great deal in putting the course together. I've done a lot of the work for you!

9. Unconventional Subjects. Law school usually leaves three areas uncovered: practice methods, analytical methods, and personal management. This course will attempt to cover these gaps at least to some degree. The course will seem “unconventional,” naturally, at these times.

10. Practice Examination; Final Examination; Grading. Sometime about the middle of the semester, we'll have a practice examination. It will be announced in advance and will not count toward your grade in any way. It will be administered outside class time.

   Your grade for the course will be determined by an anonymous final examination and will be based on a curve, which in turn will conform approximately to the law school average for first-year classes. At appropriate times during the semester, I'll try to help you to know what to expect and how to take law school exams. In addition, repeated unpreparedness may affect your grade.

11. Attendance. It is required that you comply with the law school's attendance requirements, which mandate 80% attendance. I do not take attendance daily, and the enforcement of the rule is by the honor code on the examination. You certify compliance by taking the examination.

12. Double Absences on Days of, or within Two Days of, a Legal Writing Assignment Turn-in Date, Subject to Liberal Excuse. There is one attendance issue that raises a sensitive problem. The Legal Writing course involves deadlines. I began to notice that on these dates and within two days before, large numbers of students missed class to concentrate on writing assignments. There are several disadvantages. First, a large percentage of the class needs catch-up work in later class meetings. This is unfair to students who have attended regularly. Second, this course is equally important, and it is a four-hour course. Third, the absences result from poor time management, and time management is essential to good lawyering.

   Therefore, I have decided to count all absences on the day a Legal Writing assignment is due, and those on the two days preceding each deadline, as double absences. One absence on these days counts as two. This rule is subject to a liberal excuse policy: a double absence can be excused if you tell me of a reason not involving legal writing and obtain my agreement. I will liberally agree to excuses unrelated to Legal Writing if you present them to me. I hope this policy will provide the needed incentive without being too heavy handed. It should be possible to get the job done if you plan your time, and this is an essential lawyering skill.

13. Seating Chart. Please sit in your assigned seat. Even if you come in late or leave early for emergency reasons, occupy your assigned seat.

14. Disability. Any student with a disability requiring accommodation should explain both to the professor (except as to the exam, for which accommodation is to be arranged through the law school administration).