

Class of 2027

Welcome to the beginning of your law school journey here at Brandeis Law!

All Orientation programming is mandatory and considered part of the academic year.

(Please note that this schedule is tentative and subject to change.)

Various meals will be provided during Orientation, including lunches and light breakfast refreshments.
It is your responsibility to [email the Office of Admissions](#) with any pertinent dietary needs or restrictions.

Monday, August 12

Opening Reception sponsored by the AccessLex Institute and LexisNexis

Doors open at 2:30 PM at the [Speed Art Museum](#) for the Opening Reception.

Parking at the Speed Art Museum Garage will be provided for one vehicle per student.

As the start to Orientation and your law school career, your loved ones and friends are invited to join us for an Opening Reception at the renowned Speed Art Museum, a stone's throw from Brandeis Law! Faculty, student leaders and senior administrators will be there to welcome you and answer questions.

All entering students will have their professional headshots taken during the Opening Reception.

Please wear professional attire from at least the waist up.

3:00 PM **Welcome Address**
Melanie B. Jacobs, Dean and Professor of Law

3:30 PM **Law School Tours**
The Office of Admissions invites students and their guests to walk over to tour the law school and get a lay of the land! Tours will run every 15 minutes from 3:30 to 4:45 PM.

5:00 PM **Adjournment**
Nicholas Stiegelmeyer, Assistant Dean for Admissions



Tuesday, August 13

Doors open at 9:30 AM at the **Brandeis School of Law** for light breakfast refreshments.
Enter through the east (Mosaic Lobby) entrance for check-in, then proceed to Room 275.

10:00 AM	Introduction to Legal Education and Rule Synthesis Melanie B. Jacobs, Dean and Professor of Law Timothy Hall, Associate Dean for Academic Affairs and Boehl Chair in Law & Health Policy
11:45 AM	15-Minute Break
12:00 PM	Lunch with 1L Professors Enjoy lunch while meeting with the professors who will serve as intellectual guides and mentors in your first year of law school!
1:30 PM	Navigating UofL and Brandeis Law Steven Durm, Director of Instructional Technology Bailey Eagin, Assistant Professor of Legal Bibliography and Electronic Legal Reference Librarian Mark Martinez, Assistant Director of Diversity and Community Engagement Kurt Metzmeier, Professor of Legal Bibliography and Interim Director of the Law Library
3:30 PM	Adjournment Nicholas Stiegelmeier, Assistant Dean for Admissions

Wednesday, August 14

Doors open at 9:30 AM at the **Brandeis School of Law** for light breakfast refreshments.
Enter through the east (Mosaic Lobby) entrance for check-in, then proceed to Room 275.

10:00 AM	Introduction to Academic Success Angela Lechleiter, Director of Academic & Bar Success
11:45 AM	15-Minute Break
12:00 PM	Lunch with Foundational Skills Lab Academic Fellows Enjoy lunch in small groups while meeting with the Academic Fellow who will lead your lab!
1:30 PM	Meet Your Lawyering Skills Professor Joe Dunman, Assistant Professor of Law (Section 41) JoAnne Sweeny, Associate Dean for Intellectual Life and Professor of Law (Sections 31 & 32) Susan Tanner, Assistant Professor of Law (Sections 21 & 22)
2:45 PM	15-Minute Break
3:00 PM	Financial Aid and Scholarships Michael Abboud, Associate Director of Financial Aid Nicholas Stiegelmeier, Assistant Dean for Admissions
3:30 PM	Adjournment Nicholas Stiegelmeier, Assistant Dean for Admissions

Thursday, August 15

Doors open at 9:30 AM at the **Brandeis School of Law** for light breakfast refreshments.
Enter through the east (Mosaic Lobby) entrance for check-in, then proceed to Room 275.

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| 10:00 AM | Meet the Staff
You've met some of our staff community already, but now you'll get to know the whole team of professionals here to assist you throughout your law school journey! |
| 10:30 AM | Well-Being in Law School
Dan Canon , Assistant Professor of Law
Jennifer Kleier , Partner at Karem & Kleier Law
Lili Lutgens , Licensed Social Worker and Co-Owner of Therapeutic Intervention Services
Kungu Njuguna , Policy Strategist at American Civil Liberties Union of Kentucky |
| 11:45 AM | 15-Minute Break |
| 12:00 PM | Lunch with Current Students
Enjoy lunch with our amazing current students, eager to share their perspective with you! |
| 1:00 PM | Professionalism, Empathy and the Law
Mark Martinez , Assistant Director of Diversity and Community Engagement |
| 2:45 PM | 15-Minute Break |
| 3:00 PM | Your Responsibilities as a Law Student and Future Lawyer
Crystal Rae Coel , Assistant Dean for Student Affairs & Diversity
Angela Lechleiter , Director of Academic & Bar Success
Nicholas Stiegelmeier , Assistant Dean for Admissions |
| 3:30 PM | Law School Pledge and Signing of the Oath
Melanie B. Jacobs , Dean and Professor of Law
Derwin L. Webb , Deputy Chief Judge for Jefferson Family Court Division 10
Kristen Miller , Executive Director of the Louisville Bar Association
Matthew Bunnell & James Wilkerson , Brandeis School of Law Alumni Council |



Friday, August 16

Doors open at 9:30 AM at the **Brandeis School of Law** for light breakfast refreshments.
Enter through the east (Mosaic Lobby) entrance for check-in, then proceed to Room 275.

10:00 AM **Understanding Service**

Crystal Rae Coel, Assistant Dean for Student Affairs & Diversity
Mark Martinez, Assistant Director of Diversity and Community Engagement

10:30 AM **A Heart and Mind for Service**

Grab some light breakfast fare before heading off for a community service outing! In the true spirit of Justice Brandeis, you will spend **10:30-1:30** being of service to the Louisville community.

THE BIG BASH!

Join your new classmates for an evening of fun at Recbar to mark the end of Orientation and the beginning of your time here at Brandeis Law!

The Big Bash is not mandatory, but we strongly encourage you to attend!



7:00 – 11:00 PM

336 Pearl Street

New Albany, IN 47150

(That's right, it's in Indiana. It's actually closer to campus than the one in Jeffersontown!)

Whether you just want to kick back and take it easy or go for the high score in the arcade, the place will be ours!
Come on out to have some fun, grab some refreshments and enjoy the camaraderie.

The Big Bash is free, compliments of SBA President Andi Dahmer and your Student Bar Association!

Welcome to **Brandeis Law!**

CASE METHOD

Step 1: Read cases to determine the legal “rule.”

Step 2: Apply case precedent to new facts.

Exercise: Jenna’s Curfew

» *Friday, October 1:* Jenna went out for pizza after a football game and returned home at 11:30 PM. Her parents scolded her.

» *Friday, October 8:* Jenna went out for pizza after a football game and returned home at 10:55 PM. Her parents were content.

» *Saturday, October 9:* Jenna went to a movie and returned home by 11:00 PM. Her parents were content.

How would the rule apply to the following?

On a Thursday evening, Jenna goes with her 17-year-old cousin to a movie and returns home at 11:30 PM.

RULE SYNTHESIS

Exercise: Sleeping in the Park

Carl Hughes walks into your office and tells you the following story:

Last week Carl was with a group of friends; Carl and his friends are all 18 years old and high school seniors. Carl and his friends held a graduation party at a picnic area and had brought blankets to sit on. At 1:00 AM, three of the friends, including Carl, were still hanging out and fell asleep. The teens had their cell phone alarms set for 1:30 AM, because their parents expected them home by 2:00 AM. The police officer arrived about 1:15 AM and observed the boys on the blanket with their eyes closed and snoring loudly. The police officer also noticed there was leftover food, paper plates, napkins, plastic utensils and empty soda cans nearby. After five minutes, the police officer arrested the boys, citing them with violating Michigan Statute 10.10.010.

Michigan Statute 10.10.010

It is unlawful for any person to sleep in the picnic areas of a state-owned park.

***State v. Matthews* (Mich. Ct. App. 1997)**

This case arises from an incident that occurred on June 6, 1996. Early in the morning on June 6, 1996, an officer assigned to patrol Maybury Park, a park owned by and operated by the State of Michigan, observed defendant lying in a sleeping bag under a picnic table. The defendant’s eyes were closed, and he was snoring. After observing the defendant for about five minutes, the police officer woke the defendant and arrested him, citing him with

violating the Michigan Statute 10.10.010. The defendant pled not guilty to the charge, and the case went to trial on July 21, 1996. The defendant was found guilty, and he now appeals.

We affirm the decision of the trial court. The statute is clearly constitutional. The State has the power to regulate the use of its parks, and this particular regulation is consistent with public policy. We also find that the language of the statute is clear: It is unlawful for any person to sleep in the picnic area of a state-owned park. The defendant is a person, and he was asleep in the park. He is, therefore, guilty of offense with which he was charged.

***State v. Wilson* (Mich. Ct. App. 2000)**

The defendant, Tasha Wilson, has appealed from a finding that she violated Michigan Statute 10.10.010. The case arises from an incident that occurred on June 6, 1999. Early in the morning on that day, a police officer observed the defendant lying on a park bench in the picnic area of a park owned and operated by the State. The defendant had her head on her knapsack and a blanket over her body. Although the officer initially thought that the defendant was asleep, as he approached the defendant, he saw that the defendant's eyes were open. Even so, he arrested the defendant, citing her with violating State statute 10.10.010. The defendant pled not guilty, and the case went to trial.

At trial, the defendant testified that she suffered from insomnia and that she usually slept only one or two hours a night. The defendant also testified that she may have fallen asleep for a short time on the night she was arrested. The defendant is correct when she says that the evidence does not support a finding that she was asleep at the time when she was arrested. The evidence is, however, consistent with a finding that at some time that night the defendant had been asleep on the bench. Although we find that the evidence is by itself sufficient to uphold the trial court's decision, we believe that the defendant's conviction can also be upheld on other grounds. In enacting the statute, the State sought to ensure that its parks would be used only for the purpose for which they were intended: The picnic areas of the parks are designed as a place where people can picnic, play and relax and not as a place for people to sleep. Thus, even if the defendant did not actually sleep in the park, she was using the park as a place to sleep, and this is unlawful under the statute. We do, therefore, affirm the holding of the trial court.

***State v. Andrews* (Mich. Ct. App. 2003)**

Avery Andrews is appealing their conviction under Michigan Statute 10.10.010. They were arrested under the statute at 1: 00 PM on May 15, 2002, when they were found in Traverse City State Park lying on the grass snoring with their eyes closed. They maintained at trial that they had merely closed their eyes during a lunch break and that the statute did not preclude a person from taking a short nap in the park. We disagree with the trial court's finding for two reasons. Unlike the previous cases in which the defendants were either found to be asleep or were using the park for the purpose of sleeping, the arrest in this case was

made neither in the night nor in the early morning hours but occurred in the middle of the day. Further, Mx. Andrews had none of the items traditionally used by persons sleeping in a park. They had neither a sleeping pack nor a blanket. In fact, the one item they had, an empty lunch bag, indicates that they did not close their eyes to sleep, but merely to rest after a midday meal. We reverse their conviction, finding that they were relaxing in the park before returning to work, not sleeping.

LEGAL ANALYSIS

Please read the short case below carefully, and think about these questions:

1. In the case of *Lucy v. Zehmer*, there are several versions of the facts. Where do the facts come from, what are the differences between the versions, and how does the court decide which version to accept?
2. What legal arguments does Zehmer make that he should not have to sell the farm? (*Hint from Dean Hall: I count four distinct grounds for his refusal to sell.*)
3. If we assume that Zehmer truly thought he was playing a joke, do you think the case is correctly decided? Is the result fair?

***Lucy v. Zehmer*, 196 Va. 493, 84 S.E.2d 516 (1954)**

BUCHANAN, J., delivered the opinion of the court.

This suit was instituted by W. O. Lucy and J. C. Lucy, complainants, against A. H. Zehmer and Ida S. Zehmer, his wife, defendants, to have specific performance of a contract by which it was alleged the Zehmers had sold to W. O. Lucy a tract of land owned by A. H. Zehmer in Dinwiddie county containing 471.6 acres, more or less, known as the Ferguson farm, for \$50,000. J. C. Lucy, the other complainant, is a brother of W. O. Lucy, to whom W. O. Lucy transferred a half interest in his alleged purchase.

The instrument sought to be enforced was written by A. H. Zehmer on December 20, 1952, in these words: "We hereby agree to sell to W. O. Lucy the Ferguson Farm complete for \$50,000.00, title satisfactory to buyer," and signed by the defendants, A. H. Zehmer and Ida S. Zehmer. The answer of A. H. Zehmer admitted that at the time mentioned W. O. Lucy offered him \$50,000 cash for the farm, but that he, Zehmer, considered that the offer was made in jest; that so thinking, and both he and Lucy having had several drinks, he wrote out "the memorandum" quoted above and induced his wife to sign it; that he did not deliver the memorandum to Lucy, but that Lucy picked it up, read it, put it in his pocket, attempted to offer Zehmer \$5 to bind the bargain, which Zehmer refused to accept, and realizing for the first time that Lucy was serious, Zehmer assured him that he had no intention of selling the farm and that the whole matter was a joke. Lucy left the premises insisting that he had purchased the farm.

Depositions were taken and the decree appealed from was entered holding that the complainants had failed to establish their right to specific performance, and dismissing their bill. The assignment of error is to this action of the court.

W. O. Lucy, a lumberman and farmer, thus testified in substance: He had known Zehmer for fifteen or twenty years and had been familiar with the Ferguson farm for ten years. Seven or eight years ago he had offered Zehmer \$20,000 for the farm which Zehmer had accepted, but the agreement was verbal and Zehmer backed out. On the night of December 20, 1952, around eight o'clock, he took an employee to McKenney, where Zehmer lived and operated a restaurant, filling station and motor court. While there he decided to see Zehmer and again try to buy the Ferguson farm. He entered the restaurant and talked to Mrs. Zehmer until Zehmer came in. He asked Zehmer if he had sold the Ferguson farm. Zehmer replied that he had not. Lucy said, "I bet you wouldn't take \$50,000 for that place." Zehmer replied, "Yes, I would too; you wouldn't give fifty." Lucy said he would and told Zehmer to write up an agreement to that effect. Zehmer took a restaurant check and wrote on the back of it, "I do hereby agree to sell to W. O. Lucy the Ferguson Farm for \$50,000.00 complete." Lucy told him he had better change it to "We" because Mrs. Zehmer would have to sign it too. Zehmer then tore up what he had written, wrote the agreement quoted above and asked Mrs. Zehmer, who was at the other end of the counter ten or twelve feet away, to sign it. Mrs. Zehmer said she would for \$50,000 and signed it. Zehmer brought it back and gave it to Lucy, who offered him \$5 which Zehmer refused, saying, "You don't need to give me any money, you got the agreement there signed by both of us."

The discussion leading to the signing of the agreement, said Lucy, lasted thirty or forty minutes, during which Zehmer seemed to doubt that Lucy could raise \$50,000. Lucy suggested the provision for having the title examined and Zehmer made the suggestion that he would sell it 'complete, everything there,' and stated that all he had on the farm was three heifers.

Lucy took a partly filled bottle of whiskey into the restaurant with him for the purpose of giving Zehmer a drink if he wanted it. Zehmer did, and he and Lucy had one or two drinks together. Lucy said that while he felt the drinks he took he was not intoxicated, and from the way Zehmer handled the transaction he did not think he was either.

December 20 was on Saturday. Next day Lucy telephoned to J. C. Lucy and arranged with the latter to take a half interest in the purchase and pay half of the consideration. On Monday he engaged an attorney to examine the title. The attorney reported favorably on December 31 and on January 2 Lucy wrote Zehmer stating that the title was satisfactory, that he was ready to pay the purchase price in cash and asking when Zehmer would be ready to close the deal. Zehmer replied by letter, mailed on January 13, asserting that he had never agreed or intended to sell.

Mr. and Mrs. Zehmer were called by the complainants as adverse witnesses. Zehmer testified in substance as follows: He bought this farm more than ten years ago for \$11,000. He had had twenty-five offers, more or less, to buy it, including several from Lucy, who had never offered any specific sum of money. He had given them all the same answer, that he was not interested in selling it. On this Saturday night before Christmas it looked like everybody and his brother came by there to have a drink. He took a good many drinks during the afternoon and had a pint of his own. When he entered the restaurant around eight-thirty Lucy was there and he could see that he was "pretty high." He said to Lucy, "Boy, you got some good liquor, drinking, ain't you?" Lucy then offered him a drink. "I was already high as a Georgia pine, and didn't have any more better sense than to pour another great big slug out and gulp it down, and he took one too."

After they had talked a while Lucy asked whether he still had the Ferguson farm. He replied that he had not sold it and Lucy said, "I bet you wouldn't take \$50,000 for it." Zehmer asked him if he would give \$50,000 and Lucy said yes. Zehmer replied, "You haven't got \$50,000 in cash." Lucy said he did and Zehmer replied that he did not believe it. They argued "pro and con for a long time," mainly about "whether he had \$50,000 in cash that he could put up right then and buy that farm."

Finally, said Zehmer, Lucy told him if he didn't believe he had \$50,000, "you sign that piece of paper here and say you will take \$50,000 for the farm." He, Zehmer, "just grabbed the back off of a guest check there" and wrote on the back of it. At that point in his testimony Zehmer asked to see what he had written to "see if I recognize my own handwriting." He examined the paper and exclaimed, "Great balls of fire, I got 'Firgerson' for Ferguson. I have got satisfactory spelled wrong. I don't recognize that writing if I would see it, wouldn't know it was mine."

After Zehmer had, as he described it, "scribbled this thing off," Lucy said, "Get your wife to sign it." Zehmer walked over to where she was and she at first refused to sign but did so after he told her that he "was just needling him [Lucy], and didn't mean a thing in the world, that I was not selling the farm." Zehmer then "took it back over there ... and I was still looking at the dern thing. I had the drink right there by my hand, and I reached over to get a drink, and he said, "Let me see it." He reached and picked it up, and when I looked back again he had it in his pocket and he dropped a five dollar bill over there, and he said, "Here is five dollars payment on it." I said, "Hell no, that is beer and liquor talking. I am not going to sell you the farm. I have told you that too many times before."

Mrs. Zehmer testified that when Lucy came into the restaurant he looked as if he had had a drink. When Zehmer came in he took a drink out of a bottle that Lucy handed him. She went back to help the waitress who was getting things ready for next day. Lucy and Zehmer were talking but she did not pay too much attention to what they were saying. She heard Lucy

ask Zehmer if he had sold the Ferguson farm, and Zehmer replied that he had not and did not want to sell it. Lucy said, "I bet you wouldn't take \$50,000 cash for that farm," and Zehmer replied, "You haven't got \$50,000 cash." Lucy said, "I can get it." Zehmer said he might form a company and get it, "but you haven't got \$50,000 cash to pay me tonight." Lucy asked him if he would put it in writing that he would sell him this farm. Zehmer then wrote on the back of a pad, "I agree to sell the Ferguson Place to W. O. Lucy for \$50,000.00 cash." Lucy said, "All right, get your wife to sign it." Zehmer came back to where she was standing and said, "You want to put your name to this?" She said "No," but he said in an undertone, "It is nothing but a joke," and she signed it.

She said that only one paper was written and it said: "I hereby agree to sell," but the "I" had been changed to "We". However, she said she read what she signed and was then asked, "When you read "We hereby agree to sell to W. O. Lucy," what did you interpret that to mean, that particular phrase?" She said she thought that was a cash sale that night; but she also said that when she read that part about "title satisfactory to buyer" she understood that if the title was good Lucy would pay \$50,000 but if the title was bad he would have a right to reject it, and that that was her understanding at the time she signed her name.

On examination by her own counsel she said that her husband laid this piece of paper down after it was signed; that Lucy said to let him see it, took it, folded it and put it in his wallet, then said to Zehmer, "Let me give you \$5.00," but Zehmer said, "No, this is liquor talking. I don't want to sell the farm, I have told you that I want my son to have it. This is all a joke." Lucy then said at least twice, "Zehmer, you have sold your farm," wheeled around and started for the door. He paused at the door and said, "I will bring you \$50,000 tomorrow. No, tomorrow is Sunday. I will bring it to you Monday." She said you could tell definitely that he was drinking and she said to her husband, "You should have taken him home," but he said, "Well, I am just about as bad off as he is."

The waitress referred to by Mrs. Zehmer testified that when Lucy first came in "he was mouthy." When Zehmer came in they were laughing and joking and she thought they took a drink or two. She was sweeping and cleaning up for next day. She said she heard Lucy tell Zehmer, "I will give you so much for the farm," and Zehmer said, "You haven't got that much." Lucy answered, "Oh, yes, I will give you that much." Then "they jotted down something on paper ... and Mr. Lucy reached over and took it, said let me see it." He looked at it, put it in his pocket and in about a minute he left. She was asked whether she saw Lucy offer Zehmer any money and replied, "He had five dollars laying up there, they didn't take it." She said Zehmer told Lucy he didn't want his money "because he didn't have enough money to pay for his property, and wasn't going to sell his farm." Both of them appeared to be drinking right much, she said.

She repeated on cross-examination that she was busy and paying no attention to what was going on. She was some distance away and did not see either of them sign the paper. She was asked whether she saw Zehmer put the agreement down on the table in front of Lucy, and her answer was this: "Time he got through writing whatever it was on the paper, Mr. Lucy reached over and said, 'Let's see it.' He took it and put it in his pocket," before showing it to Mrs. Zehmer. Her version was that Lucy kept raising his offer until it got to \$50,000.

The defendants insist that the evidence was ample to support their contention that the writing sought to be enforced was prepared as a bluff or dare to force Lucy to admit that he did not have \$50,000; that the whole matter was a joke; that the writing was not delivered to Lucy and no binding contract was ever made between the parties.

It is an unusual, if not bizarre, defense. When made to the writing admittedly prepared by one of the defendants and signed by both, clear evidence is required to sustain it.

In his testimony Zehmer claimed that he "was high as a Georgia pine," and that the transaction "was just a bunch of two doggoned drunks bluffing to see who could talk the biggest and say the most." That claim is inconsistent with his attempt to testify in great detail as to what was said and what was done. It is contradicted by other evidence as to the condition of both parties, and rendered of no weight by the testimony of his wife that when Lucy left the restaurant she suggested that Zehmer drive him home. The record is convincing that Zehmer was not intoxicated to the extent of being unable to comprehend the nature and consequences of the instrument he executed, and hence that instrument is not to be invalidated on that ground. It was in fact conceded by defendants' counsel in oral argument that under the evidence Zehmer was not too drunk to make a valid contract.

The evidence is convincing also that Zehmer wrote two agreements, the first one beginning "I hereby agree to sell." Zehmer first said he could not remember about that, then that "I don't think I wrote but one out." Mrs. Zehmer said that what he wrote was "I hereby agree," but that the "I" was changed to "We" after that night. The agreement that was written and signed is in the record and indicates no such change. Neither are the mistakes in spelling that Zehmer sought to point out readily apparent.

The appearance of the contract, the fact that it was under discussion for forty minutes or more before it was signed; Lucy's objection to the first draft because it was written in the singular, and he wanted Mrs. Zehmer to sign it also; the rewriting to meet that objection and the signing by Mrs. Zehmer; the discussion of what was to be included in the sale, the provision for the examination of the title, the completeness of the instrument that was executed, the taking possession of it by Lucy with no request or suggestion by either of the defendants that he give it back, are facts which furnish persuasive evidence that the

execution of the contract was a serious business transaction rather than a casual, jesting matter as defendants now contend.

On Sunday, the day after the instrument was signed on Saturday night, there was a social gathering in a home in the town of McKenney at which there were general comments that the sale had been made. Mrs. Zehmer testified that on that occasion as she passed by a group of people, including Lucy, who were talking about the transaction, \$50,000 was mentioned, whereupon she stepped up and said, "Well, with the high-price whiskey you were drinking last night you should have paid more. That was cheap." Lucy testified that at that time Zehmer told him that he did not want to "stick" him or hold him to the agreement because he, Lucy, was too tight and didn't know what he was doing, to which Lucy replied that he was not too tight; that he had been stuck before and was going through with it. Zehmer's version was that he said to Lucy: "I am not trying to claim it wasn't a deal on account of the fact the price was too low. If I had wanted to sell \$50,000 would be a good price, in fact I think you would get stuck at \$50,000." A disinterested witness testified that what Zehmer said to Lucy was that "he was going to let him up off the deal, because he thought he was too tight, didn't know what he was doing. Lucy said something to the effect that "I have been stuck before and I will go through with it."

If it be assumed, contrary to what we think the evidence shows, that Zehmer was jesting about selling his farm to Lucy and that the transaction was intended by him to be a joke, nevertheless the evidence shows that Lucy did not so understand it but considered it to be a serious business transaction and the contract to be binding on the Zehmers as well as on himself. The very next day he arranged with his brother to put up half the money and take a half interest in the land. The day after that he employed an attorney to examine the title. The next night, Tuesday, he was back at Zehmer's place and there Zehmer told him for the first time, Lucy said, that he wasn't going to sell and he told Zehmer, "You know you sold that place fair and square." After receiving the report from his attorney that the title was good he wrote to Zehmer that he was ready to close the deal.

Not only did Lucy actually believe, but the evidence shows he was warranted in believing, that the contract represented a serious business transaction and a good faith sale and purchase of the farm.

In the field of contracts, as generally elsewhere, "We must look to the outward expression of a person as manifesting his intention rather than to his secret and unexpressed intention. The law imputes to a person an intention corresponding to the reasonable meaning of his words and acts."

At no time prior to the execution of the contract had Zehmer indicated to Lucy by word or act that he was not in earnest about selling the farm. They had argued about it and

discussed its terms, as Zehmer admitted, for a long time. Lucy testified that if there was any jesting it was about paying \$50,000 that night. The contract and the evidence show that he was not expected to pay the money that night. Zehmer said that after the writing was signed he laid it down on the counter in front of Lucy. Lucy said Zehmer handed it to him. In any event there had been what appeared to be a good faith offer and a good faith acceptance, followed by the execution and apparent delivery of a written contract. Both said that Lucy put the writing in his pocket and then offered Zehmer \$5 to seal the bargain. Not until then, even under the defendants' evidence, was anything said or done to indicate that the matter was a joke. Both of the Zehmers testified that when Zehmer asked his wife to sign he whispered that it was a joke so Lucy wouldn't hear and that it was not intended that he should hear.

The mental assent of the parties is not requisite for the formation of a contract. If the words or other acts of one of the parties have but one reasonable meaning, his undisclosed intention is immaterial except when an unreasonable meaning which he attaches to his manifestations is known to the other party.

The law, therefore, judges of an agreement between two persons exclusively from those expressions of their intentions which are communicated between them. An agreement or mutual assent is of course essential to a valid contract but the law imputes to a person an intention corresponding to the reasonable meaning of his words and acts. If his words and acts, judged by a reasonable standard, manifest an intention to agree, it is immaterial what may be the real but unexpressed state of his mind.

So a person cannot set up that he was merely jesting when his conduct and words would warrant a reasonable person in believing that he intended a real agreement.

Whether the writing signed by the defendants and now sought to be enforced by the complainants was the result of a serious offer by Lucy and a serious acceptance by the defendants, or was a serious offer by Lucy and an acceptance in secret jest by the defendants, in either event it constituted a binding contract of sale between the parties.

The complainants are entitled to have specific performance of the contracts sued on. The decree appealed from is therefore reversed and the cause is remanded for the entry of a proper decree requiring the defendants to perform the contract in accordance with the prayer of the bill.

Reversed and remanded.

General Rules

1. Always use your official UofL email address to register.
Correct: ldbran01@louisville.edu
Incorrect: louis.brandeis@louisville.edu (alias UofL email address)
Incorrect: louisb1856@gmail.com (non-UofL email address)
2. Create usernames and passwords that you can remember.
3. Keep a record of your login credentials somewhere safe.

LEGAL RESEARCH DATABASES

Lexis+

- » Visit lexisnexis.com/lawschool and click the red “Register for Lexis Advance” button.
- » Enter registration code **n87w4d6**, then complete your profile.

Westlaw Precision & TWEN

- » Watch for an email from Thomson Reuters with your personal registration key.
Note: If you have received more than one registration key, use the most recent key sent out!
- » Visit lawschool.westlaw.com/register and enter your registration key.
- » Complete your profile, then go to lawschool.westlaw.com to finish the registration process.

Bloomberg Law

- » Visit bloomberglaw.com/activate.
- » Leave the Activation Code blank, then complete your profile.
- » Watch for an activation email from Bloomberg and click the included verification link.

STUDY MATERIALS

CALI

- » Visit cali.org/user/register.
- » Enter registration code **LOUSVLstu113**, then complete your profile.

Aspen Learning Library

- » Visit ebooks.aspenlaw.com.
- » Log in with your ULink username and password.
- » Click “Personalize Login” or “Create Account,” then complete your profile.

West Academic Study Aids

- » Visit subscription.westacademic.com.
- » Click “Sign In” in the upper right-hand corner, then click “Create an Account.”
- » Watch for an activation email from West Academic and click the included verification link.

Note: You will use Lexis and Westlaw in your Lawyering Skills class, so set up these databases first and make sure they work. If you have any questions or problems registering your accounts, please contact Bailey Eagin in the Law Library at bailey.eagin@louisville.edu or (502) 852-2075. We will also go over registration at Orientation!

To our new first-year students at Brandeis Law:

Welcome from the Office of Professional Development, a.k.a. the OPD! We look forward to assisting with your professional development needs over the next three years and beyond.

The OPD is here to provide support and guidance as you explore different career options, helping you identify your professional goals and tackle the job search. We also manage the Samuel L. Greenebaum Public Service Program, the law school's pro bono program, through which you will complete your 30-hour public service graduation requirement.

Although we are excited to work with you, we officially wait to do so until October. We want your law school experience to be as successful as possible, and experts agree that you must focus your initial efforts on your studies, not your career prospects. **To that end, you may not apply for legal employment for the summer of 2025 until November 1, 2024.**

Note: In limited circumstances, some government employers requiring extensive background checks may review applications before November 1. You must request and receive approval from Dean Lee before applying.

In October, all 1Ls will attend an introductory professional development training session and then meet individually with a member of the OPD staff to discuss their professional interests and begin developing a career plan. **The training session and individual follow-up meeting are both mandatory.** Throughout the rest of the year and the rest of your time at Brandeis Law, the OPD will offer career-oriented programming we encourage you to attend.

Mandatory 1L Professional Development Training

Tuesday, October 1 @ 12:00 - 1:15 PM in Room 275

In addition, the Leadership Council on Legal Diversity, in conjunction with Frost Brown Todd LLP, will be stopping by in September to offer more information on their services, including their 1L Scholars Program and Law School Mentoring Program. Mark your calendars!

Leadership Council on Legal Diversity Information Table

Wednesday, September 11 @ 11:30 - 1:00 PM in the Mosaic Lobby

Attached to this letter is an overview of the resources and services that the OPD offers and some helpful information for you to contemplate as you start your time at Brandeis Law. We'll see you on October 1, and in the meantime, please feel free to stop by the OPD and introduce yourself. We look forward to getting to know you and working with you soon!

Sincerely,

Donna Lee, Assistant Dean for Professional Development & Greenebaum Program Director

Caitlin Bias, Career Services Coordinator

Jina Scinta, Public Service Coordinator

OUR RESOURCES AND SERVICES

- » **Individual Career Counseling:** You will receive personalized advice on career paths, legal practice areas, employment opportunities, and job search resources and strategies. The OPD also provides feedback on application materials and conducts mock interviews.
- » **Programs and Workshops:** The OPD will run programming throughout the year on various legal practice areas, aspects of the job search, and other professional issues.
- » **Alumni Networking:** You will be provided opportunities to interact with alumni through programs, workshops, receptions and other events. The OPD also works with the Office of Student Affairs & Diversity to coordinate the Legal Professional Mentor Network.
- » **Job Opportunities:** The OPD posts jobs in the Symplicity database, sponsors on campus recruiting each fall & spring, promotes job fairs, and provides many other opportunities for students seeking employment.
- » **Samuel L. Greenebaum Public Service Program:** In addition to helping with public interest placements and offering fellowship stipends for upper-level students taking on unpaid public interest work, the OPD assists with finding opportunities that meet the law school's 30-hour public service requirement. 1Ls may begin completing public service hours after the Fall semester, starting with OPD-arranged weeklong service projects over the Winter Break.

HOW THE OPD COMMUNICATES WITH YOU

- » **Check your UofL email** for the *Brandeis Docket*, the law school's weekly digest, as well as direct communications. This is the OPD's primary method of reaching you.
- » **Watch bulletin boards and monitors** outside of our offices and throughout the building for program announcements, professional development opportunities and other information.
- » **Use the OPD Symplicity database**, starting in October. You may access resources and job postings via Symplicity after you complete the 1L Professional Development Training.

THINGS TO DO FOR NOW

- » **Focus on your studies** to become comfortable with what it takes to succeed in law school.
- » **Join student organizations** that interest you. It's the perfect time to explore and engage!
- » **Join Bar Associations or other professional organizations**, such as the Louisville Bar Association and the American Bar Association. Most bar associations are free for law students or offer membership at a reduced rate. Use organization meetings and events as opportunities to introduce yourself to attorneys and start developing your network.
- » **Talk with professors** to learn more about practice areas and career paths. Ask professors about their experiences and seek advice as you begin to navigate your legal career.
- » **Stay organized** by ensuring your résumé and LinkedIn profile are up to date, reconnect with prior professional references, update your mentors on your transition to law school and ask for their continued guidance and support.

CONTACT THE OPD

Rooms 180, 182 and 184
(502) 852-6368
lawopd@louisville.edu

<i>I need to update my character and fitness disclosures to the law school.</i>	Please report all updated disclosures to Dean Coel . If your updated disclosure regards an incident on or before October 5 of your 1L year, Dean Coel will loop Dean Stiegelmeier in.
<i>I need classroom, exam or other accommodations because I am becoming a parent, have developed a medical issue or for other reasons.</i>	The best person to contact in this situation would be Dean Hall , who can help you determine accommodations, support services and whether to withdraw or take an “incomplete” for a class. For parents, there is also a student organization called PALS (Parents Attending Law School), which can offer group support.
<i>I need support to help me through depression, anxiety, a divorce, etc.</i>	The University has a variety of counseling and support services. All law students are eligible. For more information, visit louisville.edu/counseling . Dean Coel can also help connect you with additional support services.
<i>My partner/ex-partner has (or has threatened to) hurt me physically, emotionally or financially.</i>	Local resources include the University of Louisville PEACC Center (louisville.edu/peacc) and the Kentucky Coalition Against Domestic Violence (kcady.org). National Resources include the National Domestic Violence Hotline, (800) 799-7233. Dean Coel can also help connect you with additional support services.
<i>I cannot afford food or other necessary items.</i>	UofL has a food pantry in the Student Activities Center that is available for all students. The law school also has a small emergency fund. Please reach out to Dean Coel if you need help with necessities.
<i>I am struggling with a substance use disorder.</i>	Law school can cause stress that exacerbates substance use issues. Please contact Dean Coel for specific services. There is also an informal student organization where students can meet for discussions centered on substance use and recovery, and Dean Coel can assist in connecting you with that group.
<i>I need assistance with writing.</i>	If you need assistance with your legal writing, please contact your Lawyering Skills professor and/or Angela Lechleiter , who directs our Academic Success Program. If you need assistance with writing more generally, please visit the UofL Writing Center.
<i>I need to miss one or more classes due to a family or medical emergency.</i>	Please contact Dean Coel or Dean Hall to inform professors of your absence and to help with any needed accommodations.
<i>I am experiencing an emergency during final exams.</i>	Please contact Dean Coel or Kim Sanders as soon as possible if you know of circumstances that will affect your ability to sit for an exam or that will compromise your ability to perform at your best. If a last-minute emergency prevents you from getting to an exam on time, contact Dean Coel or Kim Sanders as soon as possible.
<i>I have questions about the bar exam or the bar application process.</i>	Please contact Angela Lechleiter , who directs our Bar Success Program and can assist you with the bar application process.

<i>I have questions about core course requirements or the JD curriculum.</i>	Please contact Kim Sanders about your own schedule. If you have specific suggestions about a new course, please write to Dean Hall .
<i>I have questions about legal research.</i>	Professors Metzmeier, Hilyerd and Eagin in the Law Library have lots of resources for legal research.
<i>I need funding for a public service internship.</i>	Contact Dean Lee or Jina Scinta to apply for Greenebaum funding.
<i>I need funding for attending a conference.</i>	There are limited funds available through the Student Bar Foundation. Please contact Dean Coel for more information.

CONTACT INFORMATION

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(502) 852-8956
crystal.coel@louisville.edu

Timothy S. Hall

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Angela Lechleiter

Director of Academic & Bar Success
(502) 852-1477
angela.lechleiter@louisville.edu

Donna Lee

Assistant Dean for Professional Development and Greenebaum Public Service Director
(502) 852-6096
donna.lee@louisville.edu

Kurt X. Metzmeier

Professor and Interim Director of the Law Library
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Kim Sanders

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