

A CASE FOR TEACHING CONSUMER LAW: A DOUBLE ENTENDRE¹

by

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What are the goals or objectives for teaching business students a course or two in law? We are not turning them into lawyers. At the very least, we want them to know about the legal system and how that system affects the business community and society. Hence the title “Legal Environment of Business” used by many courses and text books.² In addition to the legal goals, we usually want to improve our students’ writing and presentation skills and contribute to their learning to work in groups. This paper describes a course in consumer law and attempts to make a case for why such a course can significantly contribute to the learning and experiences with the law that we desire for our business students. At the end of the semester in 2003, I surveyed the students to learn their opinions about the course and to measure what they had accomplished.³ Throughout the paper, I will include some of their comments and the results of the survey.

A CASE IN A CONSUMER LAW COURSE

A few years ago, after attending a workshop on diverse forms of teaching, I took the plunge and completely altered the way in which I taught my consumer law course. Instead of lecturing and requiring a research paper, I effectively took my students out of this world to a different planet and engaged them in the lives of a group of characters. The primary character is loosely based on a comic book series.⁴ Other characters were inspired by the BBC science fiction show, *Dr. Who*.⁵ Groo is a quintessential consumer. He can’t read; he thinks he knows everything; he blunders into situations; and when things go badly he draws his sword and engages in a fray. After writing the story: *The Unfolding Saga of Groo, the Consumer*, I created a series of exercises for my students related to Groo’s adventures. I withdrew from the front of the classroom and became the students’ guide on this new planet. Instead of lecturing, I work with the groups individually playing the role of guide, facilitator, or cheerleader, asking questions like: Have you looked closely at this paragraph in the case? Do you understand the importance of this fact? Is Groo’s case anything like that case in the text? Can you think of different things that might have happened when Groo talked with the sales person? It has been six or seven years now that my students and I have spent part of our time on the planet Sevateem and the value of doing so becomes clearer each year.

This paper describes the six exercises in the course.⁶ Sample documents are included in the Appendices. The syllabus provides information about the focus of and the time allotted for each exercise.⁷ Exercise One usually takes longer than expected. I make it up by shortening the discussion related to the credit material. The time spent on Exercise One appears to be worthwhile. It got the most of votes in the survey in response to the following questions. Which exercise did you like best? (10 of 19) Which exercise taught you the most about an aspect of consumer law? (11 of 19) Which exercise taught you the most about law in general? (9 of 19)

EXERCISE ONE: A MOOT COURT RELATED TO ISSUES OF FRAUD, BAIT AND SWITCH, AND UNCONSCIONABILITY

Exercise One deals with consumer problems occurring in the formation stage of a consumer transaction.⁸ The underlying question is what does a consumer want to know before entering into a transaction and how do they obtain that information. The basic focus is on deception—classic fraud or deceit and its variations. Bait and switch, a specific form of fraud, as well as the general consumer catch-all of unconscionability are involved in this exercise. The type of disclosure required can be classified as voluntary in the sense that no specific information is legally required at this point in time on Sevateem. Any limitation on a seller or creditor will come from judicial decision making. The methodology is that of common law development on a case by case basis.

The story for the Exercise One involves a purchase by Groo of a used vehicle from a shady dealer. On the advice of the sales person Groo borrows the money for the purchase from a credit agency that is closely related to the dealership although that is not apparent from the names. In fact both companies are owned by the same person and there may be some hanky-panky going on. The vehicle, of course, has problems; the dealer won’t help; and the credit company wants to be paid. This time, however, rather than drawing his sword Groo has been persuaded not to engage in a fray and is consulting a lawyer.

The students are given Groo’s story along with a description of the state of the law on the planet. The legal system on Sevateem is similar to that of the United States, basically a common law approach. The development of any consumer law

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is in its infancy. Not much has been done to develop a statutory approach to deal with legal problems. There is, for example, no Uniform Commercial Code, although there is a common law of contracts and tort. The planet is technologically advanced and makes considerable use of advanced computer systems such as hand-held computer devices that read material for the largely illiterate population. Illiteracy serves here as a metaphor for less than well-informed consumers who sometimes blunder into deals with little thought as to the consequences and who may, therefore, need some legal protection.

After reading the story, students form groups to represent the three parties: Groo, the dealership, and the credit agency. When there is a large number of students in the class—twenty-five to thirty, Groo is represented by two firms—one to deal with the dealership issues and one to deal with the credit issues. This being Sevateem, there are two additional groups, loosely based on the notion of *amicus curiae*. One group of students represents business interests like a Chamber of Commerce, and the other the consumer interests like a Consumer Union. The business and consumer oriented groups are concerned about how Groo’s story affects their clients’ perspectives. For them, the trial serves like a fact finding session of a legislative body with an opportunity to question the witnesses about business practices and consumer expectations.

The students usually want some additional information after reading the story, such as the bill of sale, but they have to ask for them. Because I now use Blackboard, I can easily deliver these and other requested documents or information throughout the course in a timely fashion. The advertisements, a bill of sale, and the credit documents leave a great deal to be desired. For example, much of the print on the bill of sale is so small as to be unreadable.⁹ When students complain about the font size, I have a document that addresses issues raised by the legibility and readability of consumer documents.¹⁰ Many of the terms in the bill of sale would be illegal under state or federal law. Several layers of bait and switch, fraud and unconscionability are present in the actions of the dealer and the credit agency which the students have to discover.

The students read some cases and materials from a consumer law text that deal with the legal issues imbedded in the story. Because the text¹¹ is geared for law students, I supplement the assigned readings with a set of questions that help the students to focus on the important aspects of the material they are reading.¹² At this point, the game is analysis and issue spotting, how to apply the readings to the facts of Groo’s case. The students have to determine what causes of action to bring against which parties or to anticipate what causes of action may be brought against their client. To have the students focus more clearly, I ask Groo’s firms to draft a complaint to be answered by the dealer and credit agency.

Once the students have identified the legal issues, they are asked to name either a particular person from the story or to identify the type of witnesses they would like to call to provide information to prove the aspects of the law that they see are involved in the case. I have a set of witness stories and a description of how to prepare for being a witness.¹³ If students identify someone for whom I have no story, I may write a story if that will contribute to an understanding of the legal issues or clarify other testimony. For example, the first time I taught the course, some students, for some reason, questioned whether Groo’s expert mechanic who is a woman was qualified so I created witnesses who could testify to her background.

When the witnesses are identified students volunteer to play the roles. Note that while the characters have specific genders in the story, the witnesses need not be the same gender. Some of the best Groos have been women. The students are asked to keep the information provided to them confidential because it is the job of the law firms to ask the appropriate questions to unearth information not set forth in the basic story or the documents. To keep the number of witnesses manageable and not have the trial last for too many classes, I use affidavits to provide some needed factual information.

Knowing who the witnesses will be, the students prepare questions to be asked at the trial. To help them focus, I have developed a tool which asks them to list the precise legal aspect of the cause of action they hope to establish by asking a particular question. This tends to cut down on extraneous unfocused questions or fishing expeditions. The following is the example that I provide for them to use in preparing their questions.

SAMPLE CHART		
For each witness, prepare a chart similar to the following: (Note: there are many possible causes of action. You might want a separate sheet for each witness for each cause of action but at some point you will want to compare charts to see which questions are similar or ask for the same information to avoid duplication at trial.)		
Witness: <u>Groo</u>		
Cause of action: <u>Fraud</u>		
Element of the Cause of Action	Want or Hope to Establish	Question
Reliance	That Groo was aware of the function of an odometer.	Did you look at the odometer? Why?

These charts become part of the work product for each group which is submitted for a grade as a group “portfolio” along with the answers to the questions related to the readings, the fleshing out of the witness stories by any of the members of the group who plays a role, and the group’s closing statement at the end of the trial. The question charts and any notes created during class do not have to be typed. I do recommend that students organize the materials they are submitting so that

I can rapidly review the various parts. Because I discuss each day with a group what they are doing, the portfolio essentially serves the purpose of requiring that they be organized and gives me some insight into the contributions of each member since 10% of the grade involves participation.¹⁴

Each group is allowed to choose two witnesses to interview (take a deposition from) prior to the beginning of the trial. This being Sevateem, I can manipulate procedure to meet time constraints and to focus on the legal issues since I have no need to teach legal procedure to non-lawyers. Following the depositions, the trial begins and usually runs three or four classes including closing arguments. Because the students are representing particular clients, the desire to win their case begins to take over. As one student said, "It caught me off guard and I really got into it." Again, because it is Sevateem, I discourage television-style courtroom theatrics like frequent interruptions for objections. As the judge, I ask questions only if there is an essential point and the students have failed to ask the appropriate question.

My storehouse of witness stories, affidavits, and documents grows each time I teach the course. For example, when a mechanic testified that he had a check list that he used when reconditioning a vehicle, several law firms asked to see the list because one of the issues is whether Groo's vehicle was reconditioned. My line, as the judge in the case, was that I would send a clerk to see if the list could be found. After class, I created a list which furthered the idea that this witness was a disreputable character.¹⁵ Seeing the stories evolve and creating new material is part of the fun of teaching this way.

On occasion, I have had students who could not bring themselves to be some of the less than ethical characters and so did not testify as expected during the trial. I do not challenge them and let their testimony stand. It changes the dynamics of the trial a bit, but the legal issues remain. For example, on one occasion the dealer testified that he did, in fact, pay commissions on all sales whereas his "witness story" said that he did not. This testimony would have supported the inference that he was engaged in bait and switch advertising. The dealer's testimony contradicted the sale person's testimony so students had to consider the credibility of the witnesses but the analysis regarding bait and switch remained a part of the case. The dealer instead of being found liable for engaging in unconscionable behavior could be exonerated. Other students, however, revel in paying the "bad guy" and the "evil" behavior of an unethical business comes to the fore.

Following the trial, each student writes a trial brief using the legal materials in the text as a basis for arguing either for or against Sevateem adopting these legal rules. This part of the exercise produces an individual grade so that I can gauge how much each individual student is learning about the material. More importantly, writing the brief provides a synthesis for the students. As one student wrote: "I have definitely learned more! I think it was good to have the briefs after all of the group work because it helped solidify what we had learned and helped me draw it all together." To assist the students I provide a brief outline of a trial brief and have as a model among the documents in Blackboard the short brief that was submitted to the United States Supreme Court by sixty-five businesses as *amici curiae* in the Michigan admissions case.¹⁶

In many respects, this part of the exercise, the writing of the brief, is the fundamental reason why I changed the format of my consumer law course. I not only want my students to know something about consumer law, I want them to analyze it and to critique it. If the law in the text book is not binding on Sevateem, then it has to be analyzed for its usefulness and applicability to consumer and business needs. As one student put it "[b]ecause Sevateem doesn't have laws like the US it made us look at the law." In order to argue for or against a position to represent their client, the students have to learn current law but the learning seems relatively painless in the context of the trial and representing their client. To write their briefs students have to do more than know the holding of the case, they have to be able to apply it to a factual situation. One student expressed it this way: "I felt you have to look deeper in law while defending a client." Students have to use the cases they have read to support their argument or to distinguish the material. In this course I provide my students not only with an opportunity to learn and understand the law in the United States, but through the mechanism of the trial I also give them an experience with the functioning of law and encourage them to work to improve the law.

The students' reasons for liking this exercise vary but all indicate to me that it is worthwhile as a means of teaching both consumer law in some depth and as a way of catching the students' attention. Among the student's comments are:

"Because it was a new type of exercise and me [sic] and my group found ourselves getting very into the project."

"Because it was the closest to a situation in real life." "The first exercise allowed us to explore consumer law for the first time." "It was a different way of learning. It was fun to be a witness, it really helped me get into the case."

"Because we really examined every angle of the case." "I think because I was so worried I was missing something—since we didn't really have lectures that I tried to know and learn as much as I could just to be safe."

EXERCISE TWO: STATUTORY DRAFTING

Exercise Two utilizes and builds on the information gained during the trial. Each group is required to draft a complete statute of their choosing to deal with problems that they perceive could be better handled by legislative enactment rather than the common law approach taken in the case. During the course of the trial, the students begin to care about their clients as you can see from the student comments above; hence, they approach the statutory drafting exercise with great seriousness. The readings from the text deal with legislative solutions at both the state and federal level. The Federal Trade Commission and its functioning are introduced as well as comprehensive and topical or specific statutes, like the Odometer Act¹⁷. This material introduces students not only to statutes but also to the functioning of administrative agencies. Again, the

students are given a series of questions to help in reading the assigned material in the text. After drafting a specific statute, the group presents their statute to the Consumer Council of the Planet Sevateem. The assignment reads in part

Your presentation will describe the problem being addressed, the specific language of your proposed statute to remedy the problem, the mechanism(s) for enforcement (treble damages, fixed amount, declaration of the transaction as void, flogging, injunction, etc.) and the type of organization or person (chief, administrative agency, attorney general, mayor, trade group, private enforcement, etc.) that will be responsible for enforcing the statute. Your presentation should provide several concrete examples of the type of situation to which the statute would apply. Each group must determine whether the statute will be a national/planet-wide statute or a local/state statute and provide arguments to support your position. Your presentation should make clear what are the expected benefits from the statute involved and any perceived costs or burdens flowing from the statute.

To complete this assignment the students have to read several statutes in order to determine their approach as well as some cases dealing with problems related to consumer statutes. I tell them that there is no need to reinvent the format so we look at statutes to see how they are put together: numbering formats, findings, definitions, description of conduct to engage in or to be prohibited, and procedures or sanctions to enforce the statute. As one student commented: "In order to keep the writing of the statute concise, it was imperative that we looked over statute after statute. You pick up a lot of stuff." Another said, "Had to read statutes to write one."

The students have to wrestle with wanting something that will protect their client's interests to the hilt and something that is feasible and workable in the situation. They need to understand that it will probably better serve the needs of their client if they consider the relationship between business and the customers. The students representing business interest are initially less willing to limit their business practices by specifying certain behavior in a statute. Eventually they see that by setting standards or procedures they have increased their protection from unwanted litigation. For example, this year the firm representing the credit company drafted a statute requiring that the credit contract be read aloud and explained to the consumer and that the reading and explanation be video taped so that if there were a suit, the problem of proof about what was said and done would not be an issue. Remember that Sevateem is a highly technological society so digital recording and preserving the information would not be a problem. Among other things, the statute specified where and for how long the tapes must be retained. I require actual statutes, not just "it would be nice if...." so the statutes read and look like statutes of which even a law student would be proud. I am convinced that because the students have become somewhat attached to their clients through the process of the trial, the statutory drafting exercise takes on a more serious aspect than merely being asked to draft a statute to respond to some hypothetical need.

During the presentations other students are encourage to ask questions about the statute and to critique the statute as presented. The groups then revise their statutes in light of the discussion during the presentation before submitting their portfolio for this exercise. To add a note of competition and realism, a class vote is taken to determine the best presentation and the best statute which should be backed by the Consumer Council for legislative enactment given that the organization has limited time and resources to devote to any given project.

Students' comments indicate that they gained a great deal from this exercise.

"It was eye-opening to discover we too could draw up a statute." "Because there needs to be statutes for everything in order to save people's butts." "It taught me about the nature of the law. Because there are so many little details and aspects of writing and putting everything together to actually create part of the law." "It gave me good basic knowledge." "I learned about the language of the law that now helps me to better understand the law in general."

EXERCISE THREE: A MOOT COURT INVOLVING ISSUES OF QUALITY RELATED TO PRODUCTS AND TO SERVICE

In this story, Groo, who never learns, took his award from the first trial and purchased a new vehicle which travels through time and space.¹⁸ Needless the say, the vehicle malfunctions and Groo is injured. Issues related to negligence, warranty and product liability are involved. Groo also purchased a product from one company that utilizes a shady form of door-to-door sales practices. The selling company does not install the product so Groo has it installed by the mechanic at the vehicle dealership. The device malfunctions probably due to the carelessness of the mechanic which raises questions about warranties related to service, an area of the law that is still developing. The company selling the product has received an urgent warning about the device but merely sends a letter to Groo indicating that he can obtain as upgrade for the device. This, of course, raises questions of proper warnings and negligence. The failure to have the upgrade may also be a reason for the malfunction. The story clearly amused and helped one student focus on the issues: "It was kind of fun the way it happened, so it stood out as plain as day."

I initially envisioned this exercise as an appellate argument but students who liked the trial format eventually persuaded me to change it to a second trial. While some of the parties from the first moot court remain the same, there are new characters so the student groups can change their clients which allows them to get a different perspective on the consumer/business relationship. It is interesting to see how their ability to analyze the case and prepare the questions has improved even within the space of a few weeks. Despite the complexity of the issues, this moot court and its preparations

take considerably less time. The repetition of the process helps to deepen the students' ability to analyze facts related to legal issues. The comments of some students support this.

"I was more used to the format and what was required. It was fun! The first moot court was good too but I was really uncertain in the beginning. I really learned a lot! Mostly because we had to find and figure out the information and apply it ourselves. I learn well that way (with guidance which you provided—thanks!)" "I had to do the most reading and interpreting for this one. By this time I understood better what the teacher was expecting." "After losing 1st case, I found myself analyzing every detail of the 2nd case to make sure we had everything right this time."

Like the First Exercise, the Third Exercise follows a similar pattern. There are readings from the text with questions prepared by me, analysis and preparation of questions using the chart introduced in the first exercise, and closing arguments as well as a trial brief. Since the last trial, Sevateem has adopted something like the Uniform Commercial Code so common law, statutory law, and the Restatement Second of Torts¹⁹ become part of the consideration. One student appreciated the use of the statutory material and said, [t]hese are statutes not normally discussed or viewed by the common person so it was nice to know there are specific measures out there to protect the consumer." At the end of the trial, there is another individual trial brief.

Because some student witnesses tend to disclose the witness information they have received at least to their own group, next year the witnesses in this trial will be played by students in one of our acting courses so that no one in the class will have any access to material that they need to uncover through their questions. The acting professor will come to my class before the first trial and talk to my students about how to prepare themselves to play the witnesses. Before the second trial, I will go to the acting class and give them a brief introduction to the consumer law issues to help prepare them for their role as witnesses. Both classes will benefit. My students will know more about how actors prepare for roles and the acting students will learn a little consumer law.

EXERCISES FOUR AND FIVE: ISSUES RELATED TO CREDIT

In the First Exercise when getting credit to purchase his vehicle Groo is offered his choice of four credit payment plans which reflect the various forms used by credit companies prior to Truth in Lending²⁰ to advertise interest rates.²¹ Truth in Lending now requires that all interest rates be stated as an annual percentage rate—the now familiar APR. This type of disclosure can be classified as compulsory. Unlike avoiding a cause of action for deceit by voluntarily not making any misrepresentations, Truth in Lending requires specific disclosures. Groo, of course, given a choice chose the worst—greatest amount of interest, because it appears on the surface to be the best deal. In Exercise Four we have a discussion of why the Consumer Credit Protection Act²² was enacted based on Groo's experiences. We take a brief look at some of the Truth in Lending requirements, some issues related to the Fair Credit Reporting Act²³, and the Equal Credit Opportunity Act²⁴ through a class discussion focused on the principle issues that these statutes have attempted to address.

In Exercise Five the students do individual abstracts and reports based on assigned cases that span a period of years in order to understand the need for the Fair Debt Collection Practices Act (FDCPA)²⁵, the New York General Business Law Article 29-H Debt Collection Procedures²⁶, and Restatement Torts Second § 46 Outrageous Conduct Causing Severe Emotional Distress²⁷. Each student briefly presents his or her assigned case and the outcome or holding. The student then describes for the class how the facts of the case would be treated under each of three ways of dealing with outrageous debt collection. All students chart this information and we have discussions about why there needs to be several ways of approaching a problem. The heading on the landscaped-oriented student charts are:

Case Name	Jurisdiction	Date	Cause of Action	Outcome	Outcome Under Restatement § 46	Outcome Under FDCPA	Outcome Under Gen Bus Law Article 29-H
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The credit exercises got the least votes of any of the exercises (2 of 19) and I may need to rethink this format. One student liked the credit exercises because it "was the only non-group exercise." This particular student also commented that he did not like the format of the course involving exercises because "I like to be taught otherwise I don't learn." Another student's reason for liking this exercise was "They were the law." The credit exercises were also the least effective in terms of students gaining an understanding of the material.²⁸ Only 42% correctly answered false to the question "[a] creditor can call you on the phone at any time."²⁹ 100% did know that women were not always entitled to credit but only 74% knew that "[i]f you have a problem with a credit agency you can go and look at the material in your file" was an incorrect statement. The credit reporting agency need only give a person a summary.³⁰ These results may indicate that the absence of a "hands-on" format in the context of this course is not as effective in getting the material across as the trial and statutory drafting exercises.³¹

EXERCISE SIX: SKITS

This exercise is entitled "Skits" because the group presentations have to be creative and engage the class. Grooella, Groo's sister, is a member of the newly created Consumer Affairs Council on Sevateem. She is, like her brother, easily bored

and she is looking for creative ways to educate the populace on various consumer issues. There are six topics for this exercise. Each group selects one of the topics and then presents the related material from the text. The six topics are:

Group 1 Go After Whom? Or How the Seller Hides: Franchiser Style. How can a consumer get to a parent company? E.g. What can be done if Groo spills hot coffee as he comes out of Dr. Who's Burger Heaven?³²

Group 2 Go After Whom? Or How the Seller Hides: Promissory Note Style. Your presentation should set up the background for Groups 3 and 4 by describing the basic problem along with discussing what a promissory note is and how it was used to separate the seller from the buyer.

Group 3 Go After Whom? Or How the Seller Hides: Credit Card Style. If you have a problem with a product do you have to pay your credit card bill?

Group 4 Go After Whom? Or How the Seller Hides: The "Unico"³³ solution when there is a close relationship between the credit granting agency and the vendor. What is the business situation and what is wrong with it?

Group 5 How to Make the Remedy Worthwhile: Awarding Attorney's Fees

Group 6 How to Make the Remedy Worthwhile: Minimum Damages or Punitive Damages. What types of situations or in which statutes are minimum damages awarded and why. Should Groo have gotten minimum or punitive damages in any of his cases?

A portion of the instructions for Exercise Six states:

The form of your presentation is up to your group, but bear in mind that Grooella is easily bored and wants your presentation to be creative, lively, and to involve the audience. It is essential that you get the information across clearly as well as creatively. Her staff (the rest of the class) will review and rate your presentation. The staff should be prepared to ask questions and to participate in the presentations. Grooella will be watching and evaluating her staff's participation. The attached forms will be used to evaluate and critique your presentation. The winning presenters will be awarded the Sevateem Medal of Homer and will enjoy a long journey known as an Odyssey (otherwise known as summer vacation). The losers will have to leave school for several months.

Each of the six group assignments is accompanied by a list of readings that provide the students with the necessary legal information to prepare their skit. This exercise is meant to be fun at the end of the semester and the groups get very creative using costumes and props to get their points across. To keep all the students involved, each student has to complete a one sheet form for each presentation listing among other things the four most important points to remember about each of the topics. The students vote on which presentation was the best. This year one group got all of the information across using a Jeopardy type game and awarded candy to the winning group. Another group took photos of a local sport store and a camp ground to project as background for their discussion of why a family should be entitled to minimum damages under a state statute because they had been deceived by false advertising when purchasing a tent.

The students like doing the skits and appear to learn from it despite its fun aspects. "They were funny and it was interesting to see situations acted out." "They were easy yet educational."

THE CASE FOR A CONSUMER LAW COURSE

Of course, I want students to learn something about consumer law. It is useful to them as individuals and as members of the business community. A study of law, however, should provide more than mere knowledge of the laws. In the student survey I asked a series of questions related to the legal material, such as, did they understand the elements of fraud interspersed with questions related to the goals I had set for the class in my syllabus. The survey clearly shows that most students learned the legal concepts. They all responded positively to question related to whether they had enhanced the abilities described in my set of goals. My goals for all law classes are:

1. Issue spotting
2. Problem solving
3. Ability to read cases, statutes, and regulations
4. Appreciation of the different points of view
5. Appreciation of the need for multiple solutions
6. Introduction to proposing and drafting solutions
7. Appreciation of the adaptation of legal doctrines
8. Interplay of the roles of business, society, and government

Let me make the case for why the exercises in this consumer law class achieve these goals better than any of the other formats that I use. To begin with, consumer law is an area of the law to which students can immediately relate because they are consumers and every person has read a misleading advertisement or purchased a product that had flaws, even if it was only a jar of jam that was moldy when opened. Because students have had these experiences, it is not difficult to get them to connect to the material which puts one well along the road to achieving the other goals.

ISSUE SPOTTING AND PROBLEM SOLVING

The skills gained from learning about issue spotting and the application of legal principles to a problem are applicable to more than law and contribute significantly to the education of business students. Issue spotting and problem solving are enhanced by a legal education but their use is not limited to the law. These are the skills that any person needs to have when dealing with a situation presented to him or her. Usually the difficulty is presented as a story and the manager has to ask appropriate questions or discern the underlying nature of the problem in order to begin to develop a solution. Through the use of the Groo stories and the moot court simulations, students get to exercise these skills. The legal materials from the text provide the underlying principles but the students have to do the work of applying them along with asking the questions to get sufficient information to know whether the principles they have read in the text will apply to Groo's case. 100% of the students said that they could identify a problem when analyzing a situation.

ABILITY TO READ CASES, STATUTES, AND REGULATIONS

Reading cases, statutes and regulations is an essential legal skill but reading complex material is a business skill as well. Moreover, since legal materials are readily available these days on the internet, our students should have some experience in how to read full cases, not the substantially edited versions that are often used in textbooks. As educated business managers, they should be able to look up a decision that they read about in the newspaper, not for the purpose of giving themselves legal advice, but so they will have a better understanding of the situation or problem when they call their attorneys to ask for legal counsel. As managers they will have to read regulations. Having drafted a statute they will have a better sense of what to look for. Knowing, for example, that definitions are important, they should be prepared to read more than a specific section of a statute or regulation. The rules about reading statutes: "1. Read the statute and 2. Read the whole statute" will have greater meaning for them. My consumer law students have to become somewhat proficient in reading cases, statutes and regulations, because they have to grasp them to understand the issues and principles involved in Groo's cases and to prepare appropriate questions for the trial. In addition, they have to use these materials to argue for their clients in the trial briefs. 100% of the students said that they could read a case and understand it. Bear in mind that in general they were reading cases out of a law school type text which are minimally edited. In Exercise Five dealing with the debt collection material, the cases were not edited at all, nor did I provide any questions to assist their reading of the cases, other than the text book information on debt collection practices.

APPRECIATION OF THE DIFFERENT POINTS OF VIEW

To analyze any problem you have to walk around it like a piece of sculpture and observe it from different perspectives. If you don't, you may miss some very important points. In the consumer law course, the students start by taking the position of representing their client but in order to do that properly they discover that they have to consider what the other parties to the case may be thinking and what their positions are likely to be. In addition, because the groups change their clients for the second trial, a group representing the dealer or the business interests may now be representing Groo or the consumer interests. Moreover, as noted above, especially in Exercise Two, the statutory drafting exercise, I help the students to understand that any proposed statute has to work for both business and the consumer. It is for this reason that they have to consider costs and possible unintended consequences in recommending a statutory solution to Groo's problems. 100% of the students responded that they understand that different parties may have different points of view on a legal question.

APPRECIATION OF THE NEED FOR MULTIPLE SOLUTIONS

There are reasons why we often have both state and federal laws and regulations dealing with consumer issues ranging from who will enforce a statute or regulation—such as a consumer or an attorney general—to whether a general prohibition is preferable to a specific requirement. There is, on the one hand, a need for a certain amount of national uniformity, hence federal laws. On the other hand, different state solutions may better meet the needs of the local populace. Common law works well to deal with developing situations but cannot deal with precise things like requiring a certain uniform format for reporting the odometer readings on vehicles or specifying that interest be stated as an APR. General consumer protection statutes like Section 5 of the Federal Trade Commission Act³⁴ deal with a multiplicity of situations but may need to be litigated to determine whether it applies to any given set of facts. Once there is some understanding of what might be "deceptive," regulations, such as those related to bait and switch³⁵ or door-to-door sales³⁶ provide a better solution that business can use for planning purposes. But without a general prohibition or basic common law, a consumer might have little recourse when a less than ethical business operation comes up with a new scheme to take advantage of the unwary.

The First Exercise, the moot court, followed by the statutory drafting exercise gives students a good sense of why both litigation based on broad general principles like deceit and specific statutes dealing with identifiable rampant deceptive practices such as turning back odometers are necessary in order to protect both business and consumers from the unscrupulous. The Fifth Exercise dealing with debt collection practices helps them to see how something that might not be covered under federal law can be dealt with in state law or even in a cause of action in tort. The key is that the two statutes—

the Fair Debt Collections Practices Act³⁷ and the New York Debt Collection Procedures Act³⁸ differ in who is restrained in collecting a debt. In addition, while there is a private cause of action under the federal law³⁹, only the attorney general can bring a cause of action under the New York law.⁴⁰ If the situation is egregious enough and neither statute applies, the consumer has recourse to tort law under the Restatement provisions⁴¹ which reinforces the proposition that general law principles are necessary despite extensive statutory or regulatory provisions. 100% indicated that they understand why both state and federal law may be needed to deal with consumer problems.

INTRODUCTION TO PROPOSING AND DRAFTING SOLUTIONS

Obviously this goal is met in the statutory drafting exercise. To make this more than a legal exercise, I point out to the students that the experience they will gain from drafting a statute will be useful to them in the business world. As managers in the future they may be asked to draft employee manuals or rules of various sorts governing their work places or to critique and suggest improvements to regulations from various administrative agencies put out for comment by the general public. Because they have put together a detailed statute they will be better prepared for these tasks. 95% said that they know how to draft a statute. Only one student said that he or she did not know how.

APPRECIATION OF THE ADAPTATION OF LEGAL DOCTRINES

The first two exercises in large measure are built around the idea that the law changes and develops. The First Exercise starts out with a case dealing with classic fraud or deceit. Later in the readings, the more recent developments of negligent or innocent misrepresentation are presented as well as the differences between a cause of action in tort and a cause of action sounding in contract. The distinction between fraud and deceit and the concept of a deceptive act found in the Federal Trade Commission Act become clear in the process of preparing for the statutory drafting exercise. Moreover, the students are part of the process of developing the law on Sevateem since in the trial brief they argue for adoption or rejection of various ways of handling the problem of fraud or deceptive practices in a society. By drafting statutes related to the same problem, they have the experience of adapting the law to deal with the needs of a society. The Third Exercise—the moot court dealing with quality issues addresses the development of the law of products liability and wrestles with one of the as yet unresolved issues, what types of warranty if any, should accompany the providing of services. 89% said that they understand how legal doctrines can be adapted to fit new situations.

INTERPLAY OF THE ROLES OF BUSINESS, SOCIETY, AND GOVERNMENT

The whole course is involved with this concept. The conflicts between business and society are the “stuff” of the two moot courts. A court, an arm of government, is needed otherwise Groo would draw his sword and settle his problems in a less than peaceful manner. The important role of lawyers for both business and society is underscored. Drafting statutes while it can be done by anyone will need legislative and community support to be enacted. The Consumer Council, therefore, chooses the best one to support given the organizations limited time and resources. In the statutory drafting exercise, students have to come to grips with the notions that laws have to be fair. If they propose something that will protect business but will not protect the consumer, their statute will not win in the presentation phase of the exercise. In addition, if they discuss proposing such a statute, I will have a conversation with them pointing out how they could lose more than they would win by such stringent protectionism. 79% said that they understood the interplay between business and society. In drafting the questionnaire, I failed to put “T or F” after this question. While most answered the question, three students did not. These students account for three of the four negative responses.

SKILLS: READING, WRITING AND

In addition to all of the informal writing that the students do in preparing the questions for the trials, there are two formal written trial briefs—minimum five pages exclusive of title page, table of contents and the like, the statute, and two abstract briefs for the Fair Debt Collection Practices exercise. Presentation skills abound—playing witnesses, asking questions, making closing arguments, presenting the statute and asking questions concerning it, presenting a debt collection case, and the skits. All students are required to participate in all exercises. No student can rely simply on the group work for his or her grade. Most exercises have a combination of group work and individual work. Preparing for the trials and asking questions are the responsibility of the group but the preparation of the trial brief is an individual exercise. Drafting the statute is exclusively a group task while preparing the debt collection cases is an individual assignment.

In the questionnaire, I asked students whether the course in general had helped to improve their skills in reading, writing, presentation, arguing, and analysis. They were asked to circle one but several circled more. The results show that overall students felt that their presentation skills had improved the most—11 of 19. Arguing and analysis were each chosen by six students. Two chose writing and one selected reading.

In addition to asking the question generally, I ask students to identify which skills were improved with each exercise. The following chart discloses that while presentation skills are heavily involved in most of the exercises, students also realized that other skills were being significantly used or enhanced.

Which skills did each exercise improve?

Exercise	Skill improved – list all that apply
Moot Court One on fraud, deceit and unconscionability	<i>Reading 3</i> <i>Writing 2</i> <i>Presentation 9</i> <i>Arguing 15</i> <i>Analysis 13</i>
Statutory drafting exercise	<i>Reading 9</i> <i>Writing 15</i> <i>Presentation 7</i> <i>Arguing 2</i> <i>Analysis 4</i>
Moot court 2 on quality issues, bait and switch, etc.	<i>Reading 3</i> <i>Writing 2</i> <i>Presentation 9</i> <i>Arguing 10</i> <i>Analysis 12</i>
Discussion of credit protection statutes	<i>Reading 9</i> <i>Writing 1</i> <i>Presentation 3</i> <i>Arguing 2</i> <i>Analysis 7</i>
Skits	<i>Reading 3</i> <i>Writing 1</i> <i>Presentation 13</i> <i>Arguing 1</i> <i>Analysis 4</i>

STUDENT SATISFACTION WITH THE COURSE AS A WHOLE

In the student questionnaire I asked two questions about the format of the course: 1) Do you like doing exercises rather than having a class with a lecture/discussion format? Explain. 2) Do you think that you have learned more about consumer law by doing the exercises rather than having tests or other measures like writing papers? Why? Fourteen said yes to the first question; four were ambivalent answering yes and no; only one said no. In answer to the second question, sixteen said yes; one said no; and one said yes and no. One student did not answer the second question.

Their reasons varied. Some of the positive comments to the first question were:

“It is always good to experience learning from a new view point, but I felt I often did not have enough time to meet or plan with my group due to our other classes and jobs.” “I like the format of this class and the way the exercises were designed. We actually had specific tasks to complete which made group discussions more productive.” “I felt I learned more details of the law from this type of research format.” “Both have their advantages, but for pure enjoyment’s sake, I like doing exercises. It allows us to apply what we’ve learned without filling in a scantron.” “It allows the creative juices to flow.”

The ambivalent and negative responses were:

“Yes and No. Yes, because it makes it interesting and fun in a sense. The only reason I would say no is because I wasn’t used to it.” “I wouldn’t have minded both. I know I learned some stuff. But I think it would have been made more clear if there were a lecture to accompany it.” “No. I like to be taught otherwise I don’t learn.”

Comments to the second question included:

“It does make it easier to get an inside look at the law which is crucial with a subject that can be hard to grasp from reading alone. I like when you explained the laws we would be covering before we started a trial or skit.” “Because you have to be prepared in order to do a good job on the exercises.” “Tests, make people try and memorize things without really learning.” “Absolutely. It was hands on action.” “Because it’s easier to learn when you know the important relevant material rather than assigning those big chapters out of a text.” “In the application, very much so. The exercises force you to learn the material so as to make a strong case for yourself.” “I learned a lot more because I was forced to apply what I learned to real cases.” “I had an interest and desire to learn because of this format.” “By

applying what we learned I definitely remember more and will be able to apply it in my other classes.” “Not necessarily. Quizzes would have been okay, maybe not papers. I feel I learn more when it is verbally explained.” “No. With no tests I had no need to ever put the info into my head.”

CONCLUSION

I believe that this course accomplishes the goals I have set forth in my syllabus and enhances my students’ skills while at the same time giving them a good foundation in consumer law. Every year I am more than pleased with what my students have learned even though I have reduced the amount of material that I used to teach in favor of more depth. I have determined that it is better to put the students in contact with the material and let them come to understand the material and its importance rather than have it handed to them. If the students themselves engage the material and reflect on it, they will learn more than if I merely set forth the general principles. My shorthand description of the pedagogical approach for this class is “set it up, and then get out of the way of the students’ learning.”

I see this as my most successful class even though I do the least in the front of the classroom. I believe that the students learn the material better, enhance their skills, and have experiences dealing with the law in ways that could never be accomplished through lecture or even less detailed or coherent group projects. Their comments set out above tend to bear this out. From their comments you can discern that many believe they have learned a lot. The students often tell me that the course requires hard work but then “no pain, no gain” is the exercise mantra.⁴²

Footnotes

¹ Double-entendre [Fr. (now obs.) double meaning] a term with two meanings, esp. when one is risqué. Webster’s New World Dictionary. I often refer to a case that is likely to catch a student’s attention as a “sexy case” and I mean something similar in using this term in the title of this paper.

² AACSB Assurance of Learning Standards specify “ethical and legal responsibilities in organizations and society.” The first topic listed under Topics Typically Found In General Management Degree Programs is “Global, environmental, political, economic, legal, and regulatory context for business.” <http://www.aacsb.edu/accreditation/business/standards01-01-04.pdf> (Last visited 6/8/04).

³ Appendix A: Survey Instrument.

⁴ “Groo, the Wanderer” published by Marvel. Official Groo site at <http://www.groo.com>.

⁵ Information on Dr. Who can be found at <http://www.krystal.com/drwho1.html> and at http://www.bbc.co.uk/cult/doctorwho/dvdvideo/colony_clip.shtml.

⁶ The author is willing to share any or all of the materials that I have created for use in the course described in this paper. A sample of various documents will be in the Appendices.

⁷ Appendix B: Syllabus for Consumer Law.

⁸ Appendix C: The Unfolding Saga of Groo the Consumer and Chapter One: Groo Does Not Know What Is Happening.

⁹ Appendix D: Bill of Sale.

¹⁰ Appendix E: Font Exercise.

¹¹ MICHAEL M. GREENFIELD, CONSUMER TRANSACTIONS Fourth Edition (Foundation Press 2003).

¹² Appendix F: A sample of the types of questions in a reading assignment.

¹³ Appendix G: List of Witnesses, Witness Instructions for Pal, the dealer, and List of Affidavits

¹⁴ Appendix H: Portfolio Information.

¹⁵ Appendix I: 20 Best Things to Do to a Vehicle.

¹⁶ Amici Curiae brief in *Grutter v. Bollinger*, 539 U.S. 306, 123 S.Ct. 2325, 156 L.Ed.2d 304, (2003).

¹⁷ 49 U.S.C. §§ 32701-32711.

¹⁸ Appendix J: The On-Going Saga of Groo, the Consumer: Groo Gets Hurt.

¹⁹ Restatement (Second) of Torts § 402A (1965)

²⁰ Consumer Credit Protection Act, Subchapter I. Consumer Credit Cost Disclosure (Truth in Lending) 15 U.S.C. §§ 1601-1667f.

²¹ Appendix K: Clock Works Credit Selection Document and the Truth Revealed.

²² 15 U.S.C. §§ 1601-1693r.

²³ 15 U.S.C. §§ 1681-1681u.

²⁴ 15 U.S.C. §§ 1691-1691f.

²⁵ 15 U.S.C. §§ 1692-1692m.

²⁶ NY Gen. Bus. Law Article 29-H (McKinney 1996).

²⁷ Restatement (Second) of Torts § 46 Outrageous Conduct Causing Severe Emotional Distress (1965) and see also § 313 Emotional Distress Intended

²⁸ Appendix L: Percentage Chart

²⁹ The proposition is false as the Fair Debt Collection Practices Act limits communication to convenient times and assumes that a convenient time is between 8:00 A.M. and 9:00 P.M. 15 U.S.C. § 1692c.

³⁰ Credit reporting agencies are not required to give a person their file, only information about what is in the file. 15 U.S.C. § 1681f.

³¹ I am thinking of changing the exercise and having the groups represent a credit reporting agency and a credit collection agency that need some guidelines for their employees or asking the students to compete for the position of presenting a training program on these topics to Clock Works, the credit agency in the First Exercise.

³² One year the students who presented this topic actually covered a coffee cup with a logo of a burger with a halo and a warning about being hot that was not conspicuous. I still have the cup displayed in my office.

³³ *Unico v. Owen*, 50 N.J. 101, 232 A.2d 405, 4 UCC Rep.Serv. 542 (1967).

³⁴ 15 U.S.C. § 45.

³⁵ 16 C.F.R. § 238.

³⁶ 16 C.F.R. § 429.

³⁷ 15 U.S. C. 1692a defines “debt collector” as a person who ... regularly collects ... debts owed ... to another.

³⁸ New York law restrains the activities of a “Principal creditor” which “means any person, firm, corporation or organization to whom a consumer claim is owed, due or asserted to be due or owed, or any assignee for value of said person, firm, corporation or organization.” Article 29-H. Debt Collection Procedures § 600. Definitions.

³⁹ 15 U.S.C. § 813.

⁴⁰ Article 29-H. Debt Collection Procedures § 602 Violations and penalties (McKinney 1996).

⁴¹ See *supra* note 29.

⁴² In drafting the questionnaire, I failed to put “T or F” after this question, and while most answered the question, three students did not. These students account for three of the four negative responses.

APPENDICES

APPENDIX A: SURVEY INSTRUMENT

APPENDIX B: SYLLABUS FOR CONSUMER LAW

APPENDIX C: THE UNFOLDING SAGA OF GROO THE CONSUMER AND CHAPTER ONE: GROO DOES NOT KNOW WHAT IS HAPPENING: COMMON LAW DECEIT

APPENDIX D: BILL OF SALE

APPENDIX E: A FONT EXERCISE

APPENDIX F: A SAMPLE OF THE TYPES OF QUESTIONS IN A READING ASSIGNMENT

APPENDIX G: LIST OF WITNESSES, WITNESS INSTRUCTIONS FOR PAL, THE DEALER AND LIST OF AFFIDAVITS

APPENDIX H: PORTFOLIO INFORMATION

APPENDIX I: 20 BEST THINGS TO DO TO A VEHICLE

APPENDIX J: THE ON-GOING SAGA OF GROO, THE CONSUMER: GROO GETS HURT

APPENDIX K: CLOCK WORKS CREDIT SELECTION DOCUMENT AND THE TRUTH REVEALED

APPENDIX A: 2003 CONSUMER LAW QUESTIONNAIRE (Single spaced and font size changed to save space)

1. Do you like doing exercises rather than having a class with a lecture/discussion format? Explain.
2. Do you think that you have learned more about consumer law by doing the exercises rather than having tests or other measures like writing papers? Why?
3. Which exercise did you like best? Circle one and explain why.
 - a. Moot court 1 on fraud, deceit and unconscionability
 - b. Statutory drafting exercise
 - c. Moot court 2 on quality issues, bait and switch, etc.
 - d. Discussion of credit protection statutes
 - e. SkitsWhy?
4. Which exercise taught you the most about an aspect of consumer law? Circle one and explain why.
 - a. Moot court 1 on fraud, deceit and unconscionability
 - b. Statutory drafting exercise
 - c. Moot court 2 on quality issues, bait and switch, etc.
 - d. Discussion of credit protection statutes

- e. Skits
- Why?
5. Which exercise taught you the most about law in general? Circle one.
 - a. Moot court 1 on fraud, deceit and unconscionability
 - b. Statutory drafting exercise
 - c. Moot court 2 on quality issues, bait and switch, etc.
 - d. Discussion of credit protection statutes
 - e. Skits

Explain.

6. Is there anything I should change? Why?
7. Did the course in general help improve your skills in (Circle one)
 - a. Reading
 - b. Writing
 - c. Presentation
 - d. Arguing
 - e. Analysis
8. Which skills did each exercise improve?

Exercise	Skill improved – list all that apply
Moot Court One on fraud, deceit and unconscionability	
Statutory drafting exercise	
Moot court 2 on quality issues, bait and switch, etc.	
Discussion of credit protection statutes	
Skits	

9. Should students be offered the opportunity to change groups?
10. Did everyone in your group work equally? If not, what did you do about it?
11. True or false:
 - a. I understand the elements of fraud. T or F
 - b. I can read a case and understand it. T or F
 - c. I know what the term “unconscionability” means. T or F
 - d. Women were always able to obtain credit. T or F
 - e. I know what jurisdiction means. T or F
 - f. I know what the Federal Trade Commission does to protect consumers. T or F
 - g. I know what “bait and switch” is. T or F
 - h. A creditor can call you on the phone at any time. T or F
 - i. I know what strict liability in tort is. T or F
 - j. I understand the interplay between business, society and government.
 - k. If you have a problem with a credit agency you can go and look at the material in your file. T or F
 - l. I know how to draft a statute. T or F
 - m. I understand why both state and federal law may be needed to deal with consumer problems. T or F
 - n. I know what Truth in Lending is? T or F
 - o. I understand that different parties may have different points of view on a legal question. T or F
 - p. I know why the term “Annual Percentage Rate” is used. T or F
 - q. The Lemon Law is an example of a warranty. T or F
 - r. I understand how legal doctrines can be adapted to fit new situations. T or F
 - s. A manufacturer is not responsible for the product one it has left the factory. T or F
 - t. When I analyze a situation, I can identify what is the problem. T or F

APPENDIX B: SYLLABUS FOR CONSUMER LAW (Information about office hours, etc. omitted)

Objective: To explore the law and legal techniques used to regulate common consumer transactions.

Conception of the course: Problem solving using legal tools will be a dominant theme of the course. Laws governing consumer transactions will be discussed as a prelude to utilizing and critiquing the solutions currently provided by the legal

systems. The following questions should be considered in relation to all problems. They provide the basis for analysis of the issues in each situation.

1. What are the consumer's problems?
2. Should there be legal action on behalf of the consumer?
3. What are the costs and benefits of any proposed remedy?
4. Will the law or proposed law remedy the problem?
5. Are there any unintended consequences of the proposed solution?
6. Should the remedy regulate the parties' actions, e.g. advertising, or the subject matter, e.g. food or drugs, or the transaction itself, e.g. terms of the bargain?

Goals: A study of law should provide more than mere knowledge of the laws. For example:

1. Issue spotting
2. Problem solving
3. Ability to read cases, statutes, and regulations
4. Appreciation of the different points of view
5. Appreciation of the need for multiple solutions
6. Introduction to proposing and drafting solutions
7. Appreciation of the adaptation of legal doctrines
8. Interplay of the roles of business, society, and government

Text: Consumer Transactions Third Edition, Greenfield, Foundation Press. Additional readings will be provided or assigned as appropriate.

Procedures: 20% lecture and 80% class discussion

Grades: See How the Course Will Be Graded

Class attendance is mandatory. There will be no final exam.

PROPOSAL FOR TOPICS TO BE COVERED

CHAPTER	TOPIC	ACTIVITY & WRITTEN ASSIGNMENT	APPROXIMATE DURATION
Introduction	Exploring Consumer Problems	Discussion & Form Groups	January 13 th
January 15—Library Research Training Class Meet in the Library Instruction Lab			
TOPIC: Purchasing the Product or Service—Judicial and Legislative Solutions			
Ch.1 Deception—The response of the Common Law Ch. 9 Other Limits of the Deal	Fraud & Deceit Recession vs. Damages Unconscionability- Examining Selling Procedures	Mock Trial Probably due: February 10th: Individual trial brief for client and Group Portfolio	Approximately 6 classes Preparation & Trial January 20 th to February 5 th
Ch.2 Deception—Legislative Solutions at the Federal Level Ch.3 Deception—Legislative Solutions at the State Level	Other Promotional Problems and Solutions	Legislative Proposals to the Sevateem Council Group Portfolio: statute and explanation due with your presentation.	Approximately 3 classes Preparation & Presentations February 10 th to 17 th

Ch.7 Quality Standards Ch. 9 Other Limits of the Deal	Product Liability Unconscionability- Examining Selling Procedures	Mock Trial Probably Due: March 16 th -- Individual trial brief for client and Group Portfolio	Approximately 5 classes Preparation & Trial February 19 th to March 11 th
TOPIC: Formation Problems: Credit			
Ch.4 The Need for Information	Credit Information— Truth in Lending	Discussion: Understanding Credit Advertising Group discussion and Group portfolio due March 18 th	Approximately 2 class March 16 th & 18 th
Ch. 5 Qualifying for Credit Ch.6 Discrimination in Granting Credit	Denial of Credit – Fair Credit Reporting Act Equal Credit Opportunity Act	Information about debtors Examining how to make credit granting fair Discussion of Group Problems on March 30 th	Approximately 2 classes March 23 rd to 25 th
TOPIC: Enforcement by the Creditor			
Ch 11 Coercive Collection Tactics	Fair Debt Collection Practices Act	Understanding the need for multiple solutions Individual briefs due on the day of presentation Individual analysis of all cases with summary, due April 15 th	Approximately 5 classes March 30 th to April 15 th
TOPIC: Remedies			
Ch.14 Against Whom? Ch.15 Remedies	Distancing the seller from the buyer and making the consumer as whole as possible	Skits Each group will submit a summary of their presentation Analysis sheets due each day	4 classes April 20 th to 29 th

APPENDIX C: THE UNFOLDING SAGA OF GROO THE CONSUMER AND CHAPTER ONE: GROO DOES NOT KNOW WHAT IS HAPPENING: COMMON LAW DECEIT

SETTING

This Groo story is located on the planet Sevateem, which is a corruption of the words "survey team." The original settlers were a survey team from the United States who was mapping the fringes of the galaxy. A crash landing stranded them on this previously undiscovered planet. Although disputes among the settlers were rare, they did occur. Over time the settlers established a very simple system of dispute settlement based on the common law system with which they were familiar in the United States. Most problems between citizens are settled in local courts presided over by magistrates whose selection is based on their wisdom and sense of fairness. Like the American common law system, decisions of the magistrates become precedent for future decisions. Under certain circumstances appeals are made to a higher body, the Council of Chiefs who seek to clarify conflicting precedents. While parties to disputes can represent themselves, lawyers have increasingly played a role in dispute settlement. On occasion, town meetings are held to establish statutory laws or regulations. Often the magistrates will recommend that laws or regulations be enacted to deal with systemic problems.

There have been few consumer problems in the past. Sevateem's consumer law is in its infancy. There is a strong frontier mentality that places a great emphasis on *caveat emptor*. Recently there has been a rapid expansion in the variety and

complexity of consumer goods that are available to the citizens of Sevateem. Credit is increasingly being used to obtain these new goods. A recent archeological dig in a remote part of the planet where the survey team crash-landed uncovered a well-preserved copy of Consumer Transactions by Michael Greenfield that had apparently been abandoned by the early settlers. While the book is in English, the language is archaic but work on translation is underway. For purposes of this class, students will only be able to read the material recommended in an assignment. Students will be notified when additional translations become available. Inquiries about the availability of translations of particular material should be addressed to Professor Donnelly.

The early settlers were computer experts so computers are common and widely used on the planet Sevateem. All computers on Sevateem are equipped with a voice-box because, for some reason, not all of the population can read. In an attempt to increase the literacy rate, words printed on the screen are highlighted as they are spoken aloud.

CHAPTER ONE: GROO DOES NOT KNOW WHAT IS HAPPENING COMMON LAW DECEIT

Groo was tired of living in the forest near Madrina. There seemed to be no more excitement, no more frays. The citizens of Madrina wanted Groo out of their neighborhood and purchased a home in Greenleaf for him. The Weaver, a spinner of tales who had sold a number of books about Groo's adventures, gave Groo some kopins.

Needing transportation to other locations in his quest for what Groo does best, Groo decided to use the Weaver's kopins as a down payment on a vehicle. Although Groo cannot read, he used his computer to find out what was happening in Greenleaf.

Pal's Abattoir, Ltd., a company dealing in new and used vehicles, advertised on all the local electronic bulletin boards. His ads appear in the screen-print journals available on all home computers. All of Pal's ads are similar (See Appendix A). Videos accompanying the ads show mechanics in clean white coats working on a variety of vehicles using the latest model computers. In addition to the general ads, every day Pal runs a different special--usually for a vehicle at less than half the price stated by other dealers.

One day Groo noticed an ad for a used Type 40 TARDIS (**T**ime **A**nd **R**elative **D**imensions **I**n **S**pace machine) (See Appendix B). When Groo went to Pal's lot, Drumm, Pal's salesperson, showed Groo the daily special. Drumm told Groo that at that low price the vehicle was sold "as is" and was not reconditioned. Drumm suggested that Groo might want to look at other vehicles that would carry a full 30-day warranty. While Groo was looking at other vehicles, he did not see any mechanics or work bays, only salespeople. Because the other vehicles had a higher price, Groo decided to purchase the TARDIS. The TARDIS had an odometer reading of 2,000,357 parmils, which is a low reading for the make and model purchased.

Groo offered to make a down payment of 100 kopins and wanted to borrow the balance from the Time Lord's Credit Acceptance Company. Drumm said that their rate was 11% and that it would take several weeks for approval from the Time Lord Company but that he could get immediate credit from Clock Work Credit. Groo needed the vehicle for his vacation trip and applied for credit at Clock Works although the rate was 12%. Groo has since learned that The Master owns both Pal's and Clock Works.

The next day when Groo came to pick up his TARDIS, he was given a bill of sale (See Appendix C) and some credit documents that he was asked to sign.

While on vacation Groo experienced some problems with his TARDIS and took it to a mechanic, Romana. She is a well-qualified TARDIS mechanic having studied for three years at Time Lord University on Gallifrey and having spent several years traveling the universe in a TARDIS with Dr. Who. She discovered several problems. Romana told Groo that in her opinion the TARDIS' odometer had been set back, that the only reconditioning that had occurred was a wax-job. In addition, a rebuilt inferior computer had been substituted for the original computer which has never been known to fail, and that important safety equipment had recently been removed from the engine.

Groo took the TARDIS back to Pal and asked either for his money back or for repairs to restore the vehicle to its original working ability. Pal refused to take the vehicle back or to make any repairs. Groo notified Pal and Clock Works Credit that he would not make any payments because he had received a defective, vehicle from Pal. He considered engaging in a fray but decided to consult a lawyer instead.

For additional information about Groo and some of the characters, read the comic book and run an Internet search for Groo The Wanderer. For information on the TARDIS and other characters which are loosely based on the Dr. Who television series from England, run an Internet search for "Dr. Who" or TARDIS.

Sevateem Procedure

When Groo consults a lawyer he will be advised that he will have to bring suit against Pal and Clock Works. He will, however, need two law firms: one to sue Pal and one to sue Clock Works because law firms can only sue one person at a time. In addition, the court will appoint teams of lawyers to act as amicus curiae in order to insure that a full record will be

created. Because the issues involve both business and consumer interests, two additional law firms will be needed: one to insure that consumer issues are dealt with and one to protect business interests. A group of judges will be appointed who will be entitled to ask questions of the witnesses. A single judge will rule on issues of procedure. Each group will prepare a list of questions which will insure that the evidence necessary to clarify the issues and produce the necessary factual information to establish their case will be presented.

APPENDIX C: BILL OF SALE

Pal's Abattoir, LTD.

1993 Marvel Way
Greenleaf, Sevateem
Com. # 478^342J

BILL OF SALE

BUYER Groo the Wanderer **HOME COM. #** 471^796G

ADDRESS Epic Rue **BUS. COM. #** _____
Greenleaf, Sevateem

I hereby agree to purchase from the dealership, under the terms and conditions specified, the following: 2000 TARDIS Serial No. 19471959

BUYER

<i>Additional Terms and Agreements</i>	The Selling Price	
<p><i>There are no understandings or agreements except those set forth in this agreement. Any warranties are those made by the manufacturer. The seller hereby expressly disclaims all warranties and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale.</i></p> <p><i>Unless the agreement is nonbinding because the seller is arranging credit for the buyer, I understand that any cash deposit I have given you can be retained by the seller in accordance with the seller's refund policy, to offset the seller's damages if the buyer refuses to complete the purchase or repudiates in any way. The buyer also understands that he or she will be responsible for any other damages which the seller may incur as a result of the buyer's failure to perform any of the obligations of this agreement. The buyer understands that the seller/manufacturer has the right to change the design of the vehicle, its chassis, accessories or any parts without notice to the buyer. In the event of any change, the seller's only obligation is to deliver the vehicle.</i></p> <p><i>Acceptance of this offer shall only be on this purchase order form. Any terms contained on shipping receipts, or language within the manuals, or on the container in which the goods are shipped, shall not be operative to vary the terms of this agreement.</i></p>	Item	KOPINS per Item
	TARDIS	16000 KOPINS
	SERVICES	400 KOPINS
	Total Amount	16400 KOPINS

APPENDIX D: FONT EXERCISE

Print Size

The size of the print in the Bill of Sale was 6 pt. (There are no understandings or agreements except those set forth in this agreement.)

The following is identical to the Bill of Sale but in 10 pt..

There are no understandings or agreements except those set forth in this agreement. Any warranties are those made by the manufacturer. The seller hereby expressly disclaims all warranties and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale or any service provided.

Unless this agreement is nonbinding because the seller is arranging credit for the buyer, I understand that any cash deposit I have given you can be retained by the seller in accordance with the seller's refund policy, to offset the seller's damages if the buyer refuses to complete the purchase or repudiates it in any way. The buyer also understand that he or she will be responsible for any other damages which the seller may incur as a result of the buyer's failure to perform any of the obligations of this agreement.

The buyer understands that the seller/manufacturer has the right to change the design of the vehicle, its chassis, accessories or any parts without notice to the buyer. In the event of any change, the seller's only obligation is to deliver the vehicle.

Acceptance of this offer shall only be on this purchase form. Any terms contained on shipping receipts, or language within the manuals, or on the container on which the goods are shipped shall not be operative to vary the terms of this agreement.

The following is the first paragraph in 12 pt.

There are no understandings or agreements except those set forth in this agreement. Any warranties are those made by the manufacturer. The seller hereby expressly disclaims all warranties and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale or any service provided.

Which size print would you prefer? This is 16 pt.

Remember this exercise when considering whether statutes or regulations should specify print size.

Query: is it unconscionable to make the print very small?

In these days of access to multiple fonts, perhaps font type as well as size is an issue.

Size	Times New Roman	Monotype Corsiva	Haettenschweiler Italics	Helvetica
16 pt	Legible	<i>Legible</i>	<i>Legible</i>	Legible
10 pt	Legible	<i>Legible</i>	<i>Legible</i>	Legible
7 point	Legible	<i>Legible</i>	<i>Legible</i>	Legible

APPENDIX F: A SAMPLE OF THE TYPES OF QUESTIONS IN A READING ASSIGNMENT (Single spaced and font size changed to save space. Page references are to the text)

Deception: Sounding in Tort and in Contract

Read the cases and material listed in the Questions. Prepare brief answers as preparation for your group's discussion on Thursday Jan. 21st. You may divide the questions among the group for preparation. Answers to the Questions will be

included in the first portfolio. For each set of material what questions would you ask of which witnesses in order to establish the facts necessary to support the legal proposition?

General Questions (Read the Introductory material pp. 1-7)

1. What are the different types of causes of action available for fraud?
2. What remedy is provided for fraud in a cause of action sounding in tort?
3. What are the various different types of causes of action for fraud that sound in contract?
4. What remedy is provided for fraud in a cause of action sounding in contract? How does this remedy differ from the tort remedy?
5. Which cause of action should Groo pursue: tort or contract or both? Why?

SOME CASE SPECIFIC QUESTIONS

Jones v. West Side Buick Auto Co. p. 7

1. What are the nine elements necessary to prove deceit? (See intro material on page 7.)
2. How does the court in Jones establish each of the nine elements of deceit listed in the text on p.7?
3. Which of the nine elements of deceit are contested in the Jones case? How are the issues resolved?
4. What are punitive damages? Who determines whether punitive damages will be granted? What test is to be applied in determining whether punitive damages are available?
5. Should Groo seek punitive damages? Why?

Vokes v. Arthur Murray, Inc. p.16

1. Is a person's dancing ability a matter of fact or opinion?
2. Are the nine classic elements of fraud as listed on page 7 present in this case?
3. Why does the court allow Mrs. Vokes' cause of action for fraud?
4. When does a fiduciary duty to disclose arise in a sales situation? Does it arise in Groo's case? Why?
5. How does the Vokes case apply to Groo's situation?

Halpert p.25

1. Is this a cause of action in tort or contract? What were the causes of action in Jones and Vokes—tort or contract? What difference does it make?
2. What is the remedy being sought in Halpert, Jones, and Vokes?
3. How does this case differ from a classic fraud case? (See nine elements on page 7.)
4. What elements of classic fraud from page 7 are emphasized or eliminated? Which of the nine elements is not important? Why?
6. Under what circumstances will a person be liable for innocent misrepresentation? What reason does this court offer?
7. The court discusses "merger clauses." What are they? Why is it a problem in this case? How does the court deal with the issue?
8. Of what relevance is the defendant's negligence?
9. How does this case apply to Groo's situation?

Davey p. 49

1. How does Davey differ from the other cases?
2. Does the cause of action sound in tort or contract? Why?
3. What is the remedy that the court grants?
4. What burden is placed upon a buyer in this type of situation?
5. What does "merchantable quality" mean in a new car?
6. How does this case apply to Groo's situation?

APPENDIX G: WITNESS LIST, WITNESS INSTRUCTIONS FOR PAL AND LIST OF AFFIDAVITS

Witnesses

Groo, the consumer

Pal, Manager of Pal's Abattoir, Ltd.

Drumm, Salesperson for Pal's

Canino, Salesperson for Pal's

Romana, Groo's expert mechanic

Dalek, Pal's expert witness

Tegan, Manager for Clock Work Credit

Rassilon, Manager of Time Lord Acceptance Corp. (Sometimes represented by an affidavit)

Master, Owner of Pal's and Clock Work Credit

Tom Baker, CEO of Time-Less, Inc. Mfg. of the TARDIS

Not all three witnesses will be called – only those previously notified as needed to support Romana's credentials

1. Dr. Who, Romana's former employer
2. Omega, Professor from Time-Lord University (first person to experiment with time-travel)
3. Castellian, Professor from Time-Lord University

Secret witnesses who come to light during the trial

1. Taranto, mechanic who reconditions Pal's vehicles
2. Bandito, Taranto's employee

Pal's witness instructions (There are similar sheets for all the witnesses)

General Instructions for Witnesses

Each witness must write a set of notes (2-3 pages which will be part of your group's portfolio). The narrative should describe how you will respond to the questions you expect to be asked. Unless otherwise instructed by me, you must build on or add to but not change the story presented in Chapter One of the On-going Saga. Use the types of facts presented in the cases as a basis for embellishing the basic story. If you are asked an unexpected question, improvise.

Both your story and your improvisations will reflect the interest of the party that is assigned to you. None of the witnesses will lie, but obviously the witnesses for Pal may have a different understanding of the events than Groo does. For example, Pal's expert witnesses will be supporting a story that is favorable to Pal. While the witnesses are being examined, you will want to pay close attention. Your story as you have conceived it may need to be altered so as not to contradict in any major way the testimony of the witnesses before you. Minor differences are to be expected.

Witness: Pal, Manager of Pal's Abattoir, Ltd.

Pal will testify that he does not hire any mechanics to work at his sales location but regularly takes vehicles to Taranto, who owns his own business. Taranto looks over the vehicles that Pal has purchased. Taranto is supposed to return the vehicles to Pal in a saleable condition.

Pal will reluctantly admit that he does not train his sales people but he does offer incentives for good work.

If pressed and asked a fairly direct question, Pal will state that the Master has on several occasions threatened him with the loss of his job if he did not increase the number of applications coming to Clock Works. Pal had put Time Lord Acceptance Corporation's name in his advertising because the Master wanted it to appear that buyers had choices.

Because there are no taxes and almost no government regulation of sales or services, Pal keeps very few records.

List of Affidavits:

Affidavit for Canino: Another of Pal's employees who testifies to his business practices.

Affidavit for Scribe: A new creation in 2004 to deal with why Pal would write his bill of sale the way it appears.

There are other affidavits which are used depending on questions asked prior to or during trial. For example there are affidavits dealing with residents of the town where Groo once lived and another from a purchaser from Pal who was treated similarly to Groo.

APPENDIX H: PORTFOLIO INFORMATION

Exercise One: Portfolio on Fraud, Mistake and Unconscionability

Group Portfolios will be due the class after we finish the trial – probably February 12th.

Portfolios as I envision them are a collection of your group's work product in preparation for various discussions and exercises that have occurred in class. A portfolio is similar to but different from a journal. A journal is often reflections on the class or readings. A portfolio is a file of the work you have done in connection with the class. Most of it need not be in finished or polished form except where the exercise calls for such, e.g. a brief for a judge. Notebooks and/or folders are acceptable as a portfolio submission. Organization is important. I should be able easily to identify the members of the group, each individual's contributions to the group effort, and the various parts of the exercise (answers to questions, lists of questions to be asked, etc.)

The following is a list the activities we will probably have done as part of this first exercise. Which ones should be included in your group's portfolio will depend upon your activities, e.g. if one of your group is a witness, your group's portfolio will have that person's summary of his/her character. Please attach an index to your portfolio indicating what documents are included and which party you represented, who acted as a witness, etc.. The following list should be your guide.

1. Answers to two sets of questions for Chapters 1, 2 & 9.
2. Lists of questions for each of the witnesses. Annotate the list with the element of deceit and/or mistake that you are trying to establish by asking the question. (See sample chart below)

3. Witness's story (e.g. the fleshing out or subtext of your story--background, education, etc.) and the list of questions that were expected to be asked.
4. Closing statements
5. Each member of your group should submit his or her own five page double-spaced trial brief for your client or position, setting forth the relevant points of law and citing appropriate cases supporting your position or those cases which you wish to distinguish and why. Note that the type of brief expected is not an abstract type brief but an argument (a briefing of relevant cases) for your position citing cases as persuasive authority for the position that you want to court to take regarding your client or group position.

Date:	Activity	Information
Jan 20	Preparation: learning the basic material of Chapter 1	What are the possible causes of action against whom? What are the elements that have to be proved for each these cause of action?
Jan 22	Preparation: learning the basic material of Chapters 2 & 9	What are the possible causes of action against whom? What are the elements that have to be proved for each these cause of action?
Jan. 27 & 29	Begin preparation for trial Handout witness roles	Who are the witnesses you want to interview? What questions will you ask of each witness? What element of what cause of action are you trying to establish or disprove?
Feb 3	Final preparations	Opportunity to interview two witnesses. Final preparation for trial – refining questions.
Feb 5 & Feb 10	Trial	Ask questions of witnesses Closing arguments
Feb. 12	Submit portfolio	Begin Exercise Two

APPENDIX I: 20 BEST THINGS TO DO TO A VEHICLE (Single spaced and font size changed to save space.)

20. SPILL ICE CREAM ON THE BACK SEAT.
19. SKUFF THE DASHBOARD WITH MUDDY BOOTS.
18. STUFF THE ASH TRAY WITH BUBBLE GUM.
17. SLAM THE DOORS.
16. RUB OLIVE OIL ON THE TIRES.
15. CUT A HOLE IN THE ROOF.
14. PUT GLOVES IN THE GLOVE COMPARTMENT.
13. JAM A CD INTO THE CD PLAYER.
12. FOG UP THE WINDSHIELD.
11. PUT CHOCOLATE CHIPS IN THE ASH TRAY ON A HOT DAY.
10. SCRATCH "WASH ME" INTO THE PAINT
9. PUT HONEY IN THE COIN HOLDER.
8. PAINT THE HEADLIGHTS BLACK.
7. TRACK SAND ALL OVER THE CARPETING.
6. LEAVE A DEAD FISH UNDER THE SEAT.
5. SAND THE LICENSE PLATE UNTIL IT CAN'T BE READ.
4. PUT GLUE IN THE BOTTOM OF THE CUP HOLDERS.
3. PUT OLD NEWSPAPERS INTO THE TIRES.
2. DRIVE ON SALT COVERED STREETS.
1. TAKE IT TO THE JUNK YARD.

APPENDIX J: THE ON-GOING SAGA OF GROO, THE CONSUMER: GROO GETS HURT (Single spaced and font size changed to save space.)

Groo took the money he received in the settlement from Pal's in the previous law suit and purchased a new TARDIS from Pal's Abattoir, Ltd. Having a new TARDIS Groo hoped to find work and decided to go looking for a fray on the planet Terra. Unfortunately due apparently to a malfunction in the TARDIS, Groo landed on what was then known as the planet

Earth (now commonly described as the Third Rock from the Sun) in the middle of Paris at the height of the French Revolution. Finding himself in this predicament, Groo tried to contact Pal and Tom Baker, CEO of TimeLess, Inc., the manufacturer of the TARDIS, using the Subethera-Ynternet-Notifier-Coder (SYNC) which Groo had purchased from Arba Supply. Groo had paid Pal's 100 kopins to install the communication device in his new TARDIS at the time he purchased the TARDIS. Unfortunately, the SYNC failed to function. Groo was definitely out of SYNC.

Groo exited the TARDIS to look for another means of communication but Robespierre who obviously was not wearing his glasses mistook him for a member of the aristocracy. Groo was sentenced to die by the Revolutionary Tribunal. At the thought of facing the guillotine, Groo suffered severe psychological damage and is not longer able to do what Groo does best. In addition, Groo can only walk with difficulty because the restraints used by the Tribunal damaged the nerves in his arms and legs. Rufferto, Groo's faithful dog, rescued him from certain death by nipping at the heels of the executioner thereby creating a diversion that allowed Groo an opportunity to crawl back to the TARDIS and escape. Fortunately the TARDIS comes with a <RETURN> button which he pressed and the TARDIS took Groo back to Sevateem.

Groo's new TARDIS has had a series of problems since Groo purchased it. The TARDIS will occasionally not start, especially on warm days; the engine sounds like it is running unevenly; it overheats; and the brakes have failed on several occasions. Groo repeated attempts to have Pal's repair the TARDIS and replace the SYNC have been unsuccessful. Pal says that he is unable to find any problems with Groo's TARDIS. Although Groo is frustrated, he can no longer settle his disputes by engaging in a fray and has finally contacted his lawyers. His lawyers have begun suits against Pal's, TimeLess, Arba, and Devorkin Forge. The court has consolidated the cases because of the common testimony. Trial will be held on April 2 and 4. For additional information related to Groo's story see Handout Packet of Information.

Note: That Sevateem has recently adopted a version of the Uniform Commercial Code as it existed in the United States in 2004.

Exercise Three involves another moot court dealing with issues related to the quality of goods involving both personal injury and economic loss.

There will be six law firms:

1. Groo v. Pal's
2. Groo v. TimeLess, Inc.
3. Groo v. Arba and Groo v. Devorkin Forge
4. Pal
5. TimeLess, Inc.
6. Arba, Arba has vouched Devorkin Forge to warranty

Witnesses:

Groo

Chakaal, Groo's expert mechanic

Pal, Owner and President of Pal's Abattoir, Ltd.

Ahax, Pal's mechanic and the person who installed the SYNC

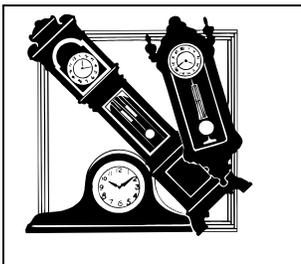
Tenedor, Expert for TimeLess, Inc.

Arba, President of Arba Supply

Chuchara, Court appointed psychologist

Note: There are a number of affidavits with important information in Blackboard to be read.

APPENDIX F: CLOCK WORKS CREDIT SELECTION DOCUMENT AND THE TRUTH DISCLOSED



Clock Works Credit, Inc

1995 Marvel Way

GREENLEAF, SEVATEEM

COM. # 478^342K

Your Easy Credit Agency

You Choose the Rates

DEAL NUMBER ONE: You can pay 8.50 per hundred kopins in easy monthly installments. For example, if you borrow 100 kopins, you pay 9.04 kopins per month.

DEAL NUMBER TWO: We can discount your loan. You pay us upfront and avoid the hassle. We keep 8.50 kopins for every kopins you borrow. For example, if you borrow 100 kopins, you will only have to pay 8.33 kopins per month.

DEAL NUMBER THREE: You make no payments for a whole year. At the end of the year you pay us what you borrowed plus 8.50 kopins per hundred. For example, if you borrow 100 kopins, at the end of the year you pay 108.50 kopins.

DEAL NUMBER FOUR: We will calculate your loan on a declining balance basis. Because that is more work for us, we have to charge 14.25 kopins per hundred that you borrow.

I have selected DEAL NUMBER 2

COMPANY USE ONLY: Account number 642002 Groo

The Truth Disclosed Chart: Note that while the discount scheme appears to Groo to be the one on which he will have to pay the least, the interest rate is the highest because he is paying interest not on \$100 but on \$91.50. Moreover, in order to get \$100 to use he will have to borrow even more.

The Truth Disclosed			
Scheme	APR	Total Repaid	Monthly
Add-On \$8.50	15.69%	\$108.50	\$9.04
Discount	17.15%	\$100	\$8.33
One pay	8.5%	\$108.50	None- pay at end
Declining Balance	14.25%	\$107.88	\$8.99

APPENDIX L: PERCENTAGE CHART

Question (The expected answer is in bold)*	True	False
I understand the elements of fraud. T or F	19 (100%)	
I can read a case and understand it. T or F	19 (100%)	
I know what the term “unconscionability” means. T or F	15 (79%)	4 (21%)
Women were always able to obtain credit. T or F		19 (100%)
I know what jurisdiction means. T or F	19 (100%)	
I know what the Federal Trade Commission does to protect consumers. T or F	17 (89%)	2 (11%)
I know what “bait and switch” is. T or F	19 (100%)	
A creditor can call you on the phone at any time. T or F	8 (42%)	11 (58%)
I know what strict liability in tort is. T or F	18 (95%)	1 (5%)
I understand the interplay between business, society and government. T or F	15 (79%)	4 (21%)
If you have a problem with a credit agency you can go and look at the material in your file. T or F (<i>The only question that the majority answered incorrectly</i>)	14 (74%)	5 (26%)
I know how to draft a statute. T or F	18 (95%)	1 (5%)
I understand why both state and federal law may be needed to deal with consumer problems. T or F	19 (100%)	
I know what Truth in Lending is? T or F	16 (84%)	3 (16%)

I understand that different parties may have different points of view on a legal question. T or F	19 (100%)	
I know why the term “Annual Percentage Rate” is used. T or F	16 (84%)	3 (16%)
The Lemon Law is an example of a warranty. T or F	17 (89%)	2 (11%)
I understand how legal doctrines can be adapted to fit new situations. T or F	17 (89%)	2 (11%)
A manufacturer is not responsible for the product once it has left the factory. T or F		19 (100%)
When I analyze a situation, I can identify what is the problem. T or F	19 (100%)	

*If a student did not answer the question, I recorded it as a wrong answer on the grounds that the student was probably unsure about the answer and therefore did not understand the material or have the skill involved.