Dear Students in Sections U1 and U2:

Welcome to SUNY at Buffalo Law School and to Legal Analysis, Writing, and Research (LAWR) 1. LAWR is a three-semester legal skills course in which you learn the skills necessary to function as an attorney in a summer placement and during your first years in practice. I am looking forward to meeting all of you in class on August 25. I will be your professor for both LAWR 1 and LAWR 2. You will also take LAWR 3, a one-semester course, in your second or third year.

Legal writing, like other professional writing, is a specialized form of communication that has its own conventions, style, and structure. The focus of LAWR 1 is to teach you how to analyze legal problems and to present your analysis in a form accessible to law-trained readers. For those of you who have done extensive writing in other contexts, legal writing may seem a bit foreign. The key is that you will be learning a new way of structuring your analysis. Once you have mastered the structure, your own writing style or "voice" will reassert itself.

Prior to our first meeting on August 25, I'd like you to complete three fairly short writing assignments. The first assignment is to read the Course Handbook and Syllabus (Attachment 1). You will be responsible for knowing and adhering to all course policies and procedures outlined in the Handbook. The second and third assignments are short writing assignments that you will need to complete and e-mail to me as separate e-mails to joresk@buffalo.edu. The assignments are due by 9 a.m. on Sunday, August 23, 2015.

First, please write a short autobiographical essay in which you discuss tell me a bit about yourself, focusing on where you went to college (or grad. school, if applicable), why you chose the major you did, why you chose to come to law school, and which area or areas of the law interest you, if you know at this point.

The second writing assignment will take you more time, but do not spend more than two hours on it. For this assignment, please read Attachment 2 “War Store Waiver Assignment.” This attachment is a fact pattern. A fact pattern is essentially a story of the events that led to a party to file a law suit against another party. Some of the information in the fact pattern is relevant to answering the legal question posed; some of the information is purely background information. I am also attaching a document called “Waiver, Release of Liability and Acknowledgement of Policies” (the Waiver) (Attachment 3) drafted by a company called The War Store. Your job is to read the fact pattern, then skim the Waiver focusing on provision 5. You will need to use a legal dictionary to look up the term "indemnify." Once you have

joresk@buffalo.edu
John Lord O’Brian Hall, Buffalo, NY 14260-1100
Tel: (716) 645-2474    Fax: (716) 645-2064
Visit us at www.law.buffalo.edu
determined what indemnify means, go back and re-read the fact pattern and the question you are
asked to analyze. The answer to the question is straightforward. I want you to present your
results in the following form. Note that you cannot draft the first sentence of the assignment
until you have analyzed and arrived at an answer to the questions posed. Thus:

Paragraph 1: In a complete sentence or two, tell the reader whether our clients will have
to indemnify the War Store if the plaintiff’s law suit against the War Store is successful.

Paragraph 2: Define the term indemnify and explain how that term functions in the
context of the Waiver. In other words, an adult who wants to purchase an air soft gun
from the War Store cannot do so unless he/she signs the waiver. Once the purchaser
signs the waiver, what is the purchaser obligated to do in the event that the purchaser or
the purchaser’s child injures someone with the airsoft gun and a court orders the War
Store to pay damages to the victim?

Paragraph 3: Explain why, in light of the indemnification provision, the Podkowskis will
or will not have to indemnify the War Store if       the Farkas’ family wins its law suit against
The War Store.

Paragraph 4: State your conclusion again in one or two complete sentences.

The War Store assignment follows the basic format that you will use in all legal writing.
The format has several acronyms, all of which mean basically the same thing. The format for
this assignment -- and for the purposes of our LAWR sections -- is CREAC.

The C in CREAC stands for Conclusion. All legal writing begins with a statement of the
issue or the answer to that issue (the conclusion). Here, the C stands for Conclusion. It may
strike you as odd that the conclusion is the first section of your memo. The reason that makes
the most sense to me is that you are writing for another attorney (or judge), who is busy and has
many cases in addition to the case you've been asked to work on. The attorney wants a concise,
"bottom line" answer. Do not beat around the bush or provide a lengthy introduction in which
you tell the reader what you will be telling him/her. Get right to the point. What is the answer to
the legal question?

The R in CREAC stands for Rule (of law). The rule can come from a statute (a law
passed by the legislature), the holding of a case, a combination of a statute and cases, or, as here,
a provision of a contract. When the rule is simple and comes from only one source, as here,
simply state the rule. A direct quote is fine.

The E in CREAC stands for Explanation of the rule of law. We will discuss the E in the
paradigm extensively in class. For the purposes of this assignment, all you need to do is tell the
reader how the indemnification provision is intended to absolve the War Store from financial
liability for law suits against it.

The A in CREAC stands for Application of the rule to the facts of your case. Under the
facts of your case, will the Podkowskis have to indemnify the War Store if the Farkas family
prevails in its suit against the War Store? Why?
The last C in CREAC stands for Conclusion. Your conclusion here should be a paraphrase of your first C and include recommendations for further research, if any. Here, you will not have any recommendations for further research.

I will not be grading either of these assignments. I will read the autobiographical essay to get a sense of your basic writing style. Then, I am interested in seeing how your writing translates to the highly structured CREAC format. Each of these assignments will give me a baseline measure of your writing and analytical skills and will help me to identify areas on which we will concentrate in class.

I expect the format of the CREAC to be somewhat foreign to you. Just do your best to follow the directions and draft the assignment. I do not expect anyone to be a skilled CREAC-er at this point in time. Please do not ask second or third year students (or attorneys if you know any) for help on this assignment, as this will defeat its purpose as a diagnostic. However, you may you talk with second and third year law students about legal writing in general. If you do, you will most likely hear that everyone initially struggled with CREAC. In addition, you probably will hear something that I will be telling you all year as well: legal writing is not about using a lot of words, especially Latin words. Good legal writing is making your point clearly and succinctly, using "plain English."

For each assignment, use the following heading:

To: Prof. Oreskovic
From: Your name
Re: Autobiography or The War Store
Date: Enjoy the assignments. I look forward to reading them and to meeting all of you. I plan to be in the office next week. If any of you are on campus, please feel free to stop by and introduce yourself.

Best wishes,
Prof. Oreskovic
627 O'Brian Hall
UNY at Buffalo