

THE SEPARATE-COURSE METHOD OF TEACHING BUSINESS LAW

Russell Decker

Most colleges and universities which offer Business Law follow what I refer to as the package-course or continuous-course method. This is the method whereby each student starts his course in one semester and in two consecutive semesters (or three quarters) runs the gamut of all the areas of Business Law, touching each lightly as he scampers by, always in quest of the end of the course. A large number of colleges and universities are beginning to turn toward what I shall call the separate-course method of teaching Business Law, and it is for that reason that I would like to discuss it.

Under the separate-course method, each student begins his study of Business Law with a three-hour one-semester course which includes an introduction to the study of Business Law and a thorough exploration of the principles of contract law. This course is then followed by other one-semester three-hour courses determined by the student's major area of concentration. Under this plan a student majoring in Marketing takes the Introductory-Contracts followed by a course in the Law of Sales and Marketing; the accounting and finance student follows his Introductory-Contracts course with Negotiable Instruments, and other students similarly follow with advanced courses such as Business Associations, Real Estate, Trusts and Estates, Taxation, Labor Law, Bankruptcy, and Business Torts.

To illustrate a practical use of this plan, I have appended a table showing the offerings and requirements at Bowling Green State University. Please observe that this listing indicates only the required courses. We have many instances each year of students who elect second, third, and even fourth Business Law courses. Under our plan the student begins his study of Business Law in the first semester of his junior year after he has had all his liberal-arts or general-education courses. We are also now giving staff consideration to a plan whereby the student will be permitted complete freedom to select all courses beyond the Introductory-Contracts course with only the requirement that he take a second course.

We feel that this plan provides for a more efficient use of the Business Law courses to carry out what we consider to be their real objectives. We recognize that all business activity must be conducted within a framework of law. This legal environment forms the basis for common rules of conduct among businessmen. The activities of the business world must be conducted in such a manner as to imply that there is a common code of legal responsibility among businessmen and their customers. Businessmen must have a high degree of knowledge of the concepts embodied in these rules. It is for this reason that a study of the fundamentals of Business Law is imperative in a college curriculum relating to fields of business administration, commerce or finance.

At the outset, it should be noted that it is not the purpose of college courses in Business Law to create lawyers. Such must be left to the concentrated disciplines of the law schools. The principal purpose of courses in Business Law should be to acquaint the future businessman with the broad concepts of the legality of his business activity so that he can recognize the need for expert legal counsel in given situations and be able to understand the advice and instructions given him by such legal counsel. The courses also have considerable

value in permitting the future businessman to recognize common pit-falls of business procedures, thus enabling him to practice within his own business a high degree of what might be called "preventive law." A third and perhaps an intangible purpose of the courses should be to assist the student to develop disciplined thinking processes. As a businessman he will be continually called upon to analyze factual and technical situations, to compare alternatives, to apply deductive reasoning to them, and to make decisions. Business Law greatly assists him in schooling his mind in the direction needed for this responsibility; and we feel that our method of teaching does a better job in carrying out this broad objective of Business Law.

One of the principal advantages of this separate-course method as compared to the customary package-course method is that the student is given a better foundation of the concept of the contract. It recognizes that the business contract is the foundation of all Business Law. Once the student grasps this concept, he is ready to proceed into other advanced and specialized phases of Business Law. But all study of Business Law must start with the concept of contract.

A second advantage is that it allows the student a more thorough concentration on those parts of the Business Law which are of special concern to him and to his business and professional interests. The details of his most needed principles of Business Law are not obscured by a mass of rules of law with which he has no particular concern. His thought-processes are more accurately stimulated as he is working upon practical problems in which his interest is high.

It is submitted that no special personnel are needed to teach by this method; we all were trained by this method in our studies in law school. No special facilities are needed on the campus. No additional classes will be needed as most students will take only one more additional course over and above the Introductory-Contracts course, and thus he will be taking only 6 semester hours, the same as he would take under the package-course method. More course offerings will be needed, but no more teachers, as there will be fewer sections. It should also be more popular with the teaching faculty, as it adds some variety to the routine of teaching the same old courses each semester. At our University, we share the teaching of the Introductory-Contracts course, and then are able to develop a field of specialization for each of us in the advanced areas.

In the past, following the separate-course method has been difficult due to the lack of good textbooks and casebooks. I say this recognizing all the writing talent in our organization. But, if you will examine all the Business Law texts now on the market, you will find that it is difficult to adjust them to routines built around this method. For example, I contend that the first 280 pages of Prof. Lusk's book are not adequate to keep my students busy for one semester, and law school books are too heavy for this type of course. When I came to BGSU in 1952 I found this Introductory-Contracts course being taught from Clark on Contracts and Throckmorton's cases, both of which were published in 1931, and neither of which included any material on introductory matters. Investigation revealed that there was no other casebook on the market which collected cases exclusively on contracts except those of a much higher stature which were used in law school courses of 6 to 9 hours' duration. Also, it was noted that the student's desire to follow the cases in Throckmorton's selection was often hindered as he became confused by factual situations which could not

happen today because of modern communication methods. For example, the student could not understand why a law suit developed in the classic case of Eliason v. Henshaw where it took four days to deliver a message between towns only eighteen miles apart, nor why the master of the ship in Couturier v. Hastie did not send a radio message to his owner in London, and thus avoid a legal entanglement.

We found that the law school casebooks could be used for the advanced courses, and it is such that we now use, relying basically on West's American Casebook Series. But it became obvious that if we were to follow the separate-course method it was important to select a set of modern cases which could happen commercially today, and which were adaptable for use in a one-semester, three-hour course devoted exclusively to the introductory matters and the subject of contracts. Thus my casebook was born. In selecting this group of cases, it was desired to provide the student with a broad foundation of understanding of the business contract in order that he might recognize common pitfalls in contracting, and be better able to grasp the advanced courses in his major area of concentration.

If I may be allowed to get in a "commercial," let me say that the book will be published by Matthew Bender and Co. this winter,* in time for use in classes at the beginning of the second semester. We have been assured of copies by February 1st.# It is a combination casebook (with 105 cases) and textbook with some 50,000 words of text material interspersed among the cases. It is believed to be the only book of its kind on the market--that is, one devoted only to Introductory-Contracts matters for a three-hour, one-semester course.

Now back to the separate course method itself. Let me say in conclusion that we at BGSU feel that it's the best way to approach the problem, and are planning on continuing this procedure. We feel that it gives the added and needed emphasis to the contracts concept, and at the same time allows the student to become quite well acquainted with the principles of law in the areas where his interest is high and his specialization needed.

* 1956-57-Ed.

1957-Ed.