Preface

First and foremost, the student should understand that a contract is a legally enforceable promise. Our parents and kindergarten teachers instilled in us very early that we should honor our promises. The justice system echoes this sentiment in making these agreements enforceable between the parties to a contract. In order to create certainty in society when we make agreements or promises between parties who may be strangers to each other, the justice system binds parties to their contractual obligations by enforcing penalties on those who break their side of the bargain.

Contracts are not foreign abstractions to us. They are not relegated to large boardrooms filled with executives and lawyers negotiating for millions of dollars. We are surrounded by them every day—large, complex ones and tiny, simple ones. We live in a contract essentially—the social contract that allows people to interact with each other and have consistency and dependability. Our most esteemed document, the Constitution of the United States, is, at its core, nothing more than a contract. The government of the United States agrees to grant liberties and freedoms to its citizens in exchange for their promise to abide by the laws of the nation. Remedies are granted for breaches by either party. With every election, we continue the negotiation processes for changes in terms of this social contract.

On the other end of the spectrum, our morning coffee and newspaper are sales contracts. As we plunk our $1.25 on the counter, we have completed an entire contract from offer through complete performance: the entire conceptual text of this book in the blink of an eye.

While it appears that the study of contract law is not an easy one when a newly introduced paralegal student first reads the Table of Contents, be assured that the complexity is superficial. A contract can be understood by breaking it down into manageable parts.

Just as a complex jigsaw puzzle may look daunting at first, once the pieces have been sorted out, it becomes understandable and manageable. Indeed, construction of the puzzle, just like the construction of a contract, becomes formulaic. Let's suppose you and your friend set out to put a large puzzle together. First you would put the border together, much like you first need to set the parameters of a contract. Then you would fill in the important and prominent features of the picture, the material elements of the contract. Background elements like the sky or grass can then be sorted and fit in to the picture to complete the puzzle. These basic rules of construction apply just as neatly to contract formation.

If, for some reason, one or more of the pieces are found to be defective, you simply will be unable to form the puzzle. If one of the necessary elements of a valid contract is defective, you simply will be unable to form a contract.

Naturally, if either you or your friend loses or withholds any pieces, the puzzle will not be completed. Assuming the completion of the puzzle was of importance to you, the innocent party will want some sort of consequence to befall the careless or hostile co-creator. After all, you will not get the desired benefit—the completion of the puzzle—and you depended on your "friend" to help you reach that goal. Ironically, the term used in contract law to describe the desired outcome of a contractual dispute is to "make the innocent party whole"—just as the goal of the jigsaw puzzle maker is to make the project whole.

Of all the areas of the law, it is most consistent, partly due to its formulaic logic and partly because the law of contracts is a cold-hearted creature. I can recall the disgusted tone in my contract professor's voice as she coolly responded to a question about punitive damages: "This is *not* torts class; contract law does not succumb to emotional pleas." In other words, injured parties must show that they were legally wronged and base the request for monetary judgment on a solid mathematical formula. There, of course, will be a discussion of the role of equity (the notion of justice in enforcement despite a lack of a "true" contract).

So where does contract law come from? And, perhaps more importantly for the legal student, where can it be found? The bulk of contract law can be found within case law. The practice of law is one of the oldest professions.[1] Therefore, there is a very long history of judges making decisions regarding the enforcement of promises between people. The courts have rendered innumerable decisions regarding the basic precepts of contract law. From these opinions, contract law has been distilled. Our legal system, like many others, rests upon the principle of *stare decisis*[2]; judges follow precedent, looking to past decisions to determine the rule of application in the current situation. Reliance on precedent gives contract law (and, indeed, other areas of law) its consistency. Knowing the rationale of previous decisions allows a measure of predictability in similar situations. However, the doctrine of *stare decisis* and reliance on precedent do not guarantee a certain result in any case, as the courts can distinguish the matter at hand from the precedent and find differently. This is particularly true where the court has determined that following precedent will result in an unjust result. And why have I discussed all of this with you? Because now you, the student, will understand why it is so important to learn to read and analyze case law. It is not merely a sadistic academic rite of passage for initiation into the practice of law.

There are two notable exceptions to this generalization that contract law comes from common law: (1) the Statute of Frauds and (2) the Uniform Commercial Code. However, note that these two pieces of legislation relate to only specific types of contracts. The Statute of Frauds is discussed in Chapter 6 and the Uniform Commercial Code (Article Two—Sale of Goods) in Chapter 15.

These are the two primary sources of law (cases and statutes) and answer the question: "where does contract law come from?" Going back to case law for a moment to discuss another place to *find* contract law: You may find, quite often actually, that judges are relying on something called the *Restatement (Second) of Contracts*. While this publication from the ALI (American Law Institute) is only secondary authority, it has, for all practical purposes, the influence of primary law. As a student, you may find the comments and illustrations extremely helpful, as they explain the why's and how's of the principles of contract law.

The last place to find a secondary interpretation of the law is legal treatises. The most authoritative scholars in this area of law are Williston, Farnsworth, and Corbin.[3] These authors seek to clarify the law by detailing the development of the law and the complex principles associated with it.

This text takes a chronological approach to understanding contracts. We will discuss each contractual consideration as it would come up in the "real world." Additionally, attention must be paid during each step to the avoidance of litigation, a common and laudable goal in contractual relationships. Therefore, the text will discuss these practical matters as they arise during the course of constructing the contract in Parts One and Two of the text. Parts Three and Four deal with analyzing the failure of the contract and the remedies available to the nonbreaching party. Again, emphasis will be placed on how to construct the contract to provide for remedies while avoiding litigation. This, of course, underscores the apparent dichotomy between the elements of certainty and freedom in contract. The rules of construction and enforcement are relatively confined when the court must step in to settle the dispute, while the parties, outside of litigation, are free to contract for whatever subject matter and provide for a myriad of their own remedies.

After having read all this, the paralegal student may be asking: "Yes, but what does all this have to do with me?" As a paralegal, which one day you will be, and a competent one at that I hope, you will be required to understand all the pieces of the puzzle so that you can draft an initial agreement, make appropriate changes after negotiations, perform the initial analysis of the contract to determine the rights and liabilities of the parties in the execution of the contract, and, finally, to determine the remedies available to the nonbreaching party should a problem arise. This list of tasks assigned to a paralegal is not all-inclusive, but it is indicative of the importance of the work involved.

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[1] The Code of Hammurabi contains 282 "laws" and dates back to 1780 BCE. It prescribes, among other things, the rules for the creation and enforcement of contracts.
[2] From the Latin, meaning "to stand by things decided."
[3] However, the Calamari and Perillo *Hornbook* is more digestible as it is one book, whereas the others are multivolume sets. Indeed, the Williston series consists of 18 volumes and the Corbin series consists of 14.

What do each of the textbook sections have in store for the paralegal student?

PART ONE

"The secret of getting ahead is getting started. The secret of getting started is breaking your complex overwhelming tasks into small manageable tasks, and then starting on the first one."
—Mark Twain

The first task in analyzing a contract is to determine whether the requisite elements are present. There must be a valid offer supported by legally recognizable consideration and properly accepted with conditions and third-party interests, if any, satisfactorily set forth. Without these basic elements, there is nothing for a court to enforce. An improperly formed contract is not a contract at all; the inquiry ends without a remedy in contract law.

PART TWO

Once the parameters of a valid contract have been set, the student can examine the affirmative defenses that may be available to the defendant. Affirmative defenses are facts and circumstances set forth that essentially defeat the plaintiff's claim, even if all the allegations against the defendant are true. Certain defects in the formation of the purported agreement will nullify the attempt at creating a legally binding contract. This means that while all the requisite elements exist, a valid offer has been made supported by legally recognizable consideration, and the offeree has accepted, something in the surrounding circumstances has gone wrong.

This goes to the heart of enforceability of a contract. Once a party has brought the contract before the court, the party against whom the suit was filed can assert that there were defects in the formation of the contract; although it appears that the requisite elements are present, there were circumstances affecting the formation that make it impossible to enforce performance.

PART THREE

Assuming that all the elements of a valid contract exist, as discussed in Part I, and there are no defenses to formation, as discussed in Part II, the parties stand on solid ground to perform their mutual contractual obligations. If the parties perform their obligations in accordance with the contract's terms, there is no further analysis needed. The contract has been executed and the parties owe no further legal duties to each other. Both have received the benefits they expected and have no need to resort to the legal system to resolve any issues.

However, just as *"the course of true love never did run smooth,"*[1] neither does the course of performance of many contracts. Broadly speaking, any performance that does not perfectly conform to the contract's requirements can be considered a breach of contract and potentially give rise to a claim for legal relief. Part III is the discussion of what happens when a party does not tender "perfect performance."

PART FOUR

Finally, the last step in contract analysis has been reached. Now that a breach has been established, the nonbreaching party needs to recover damages from the breaching party. Damages are the legal remedies available and may take many forms. Remedies in the law attempt to put the nonbreaching party in the same position he or she would have been in had the breach not occurred.

The first step in this process of recovery is to file a lawsuit, as any attempt at "self-help" by agreement of the parties (as discussed in the preceding chapter) has not solved the problem. Alternatively, with the rise in alternate dispute resolution, a party may elect to arbitrate the matter to avoid the expense and time involved in litigation. The nonbreaching party must resort to the courts or other tribunal to establish the enforceable right to recoup losses incurred by the breach.

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[1] William Shakespeare, *A Midsummer Night's Dream* I. i. 134.

Once the lawsuit is filed, the plaintiff (nonbreaching party bringing the lawsuit) will need to establish that harm has occurred due to the breach. This is the element of causation. The breach must have been the thing that caused the plaintiff's harm. If the plaintiff was harmed due to another independent occurrence, then the breaching party (defendant) may not be at fault for the harm. Without any real harm done by the defendant, the plaintiff's case must be dismissed.

Lastly, this attribution of fault must show that the court can make the defendant either pay money or perform an act to compensate the plaintiff for the harm. If there is nothing the court could do to help the plaintiff recoup the losses, then there are no legal remedies available; the law is simply not equipped to act on behalf of the plaintiff. The case, therefore, must be dismissed.

PART FIVE

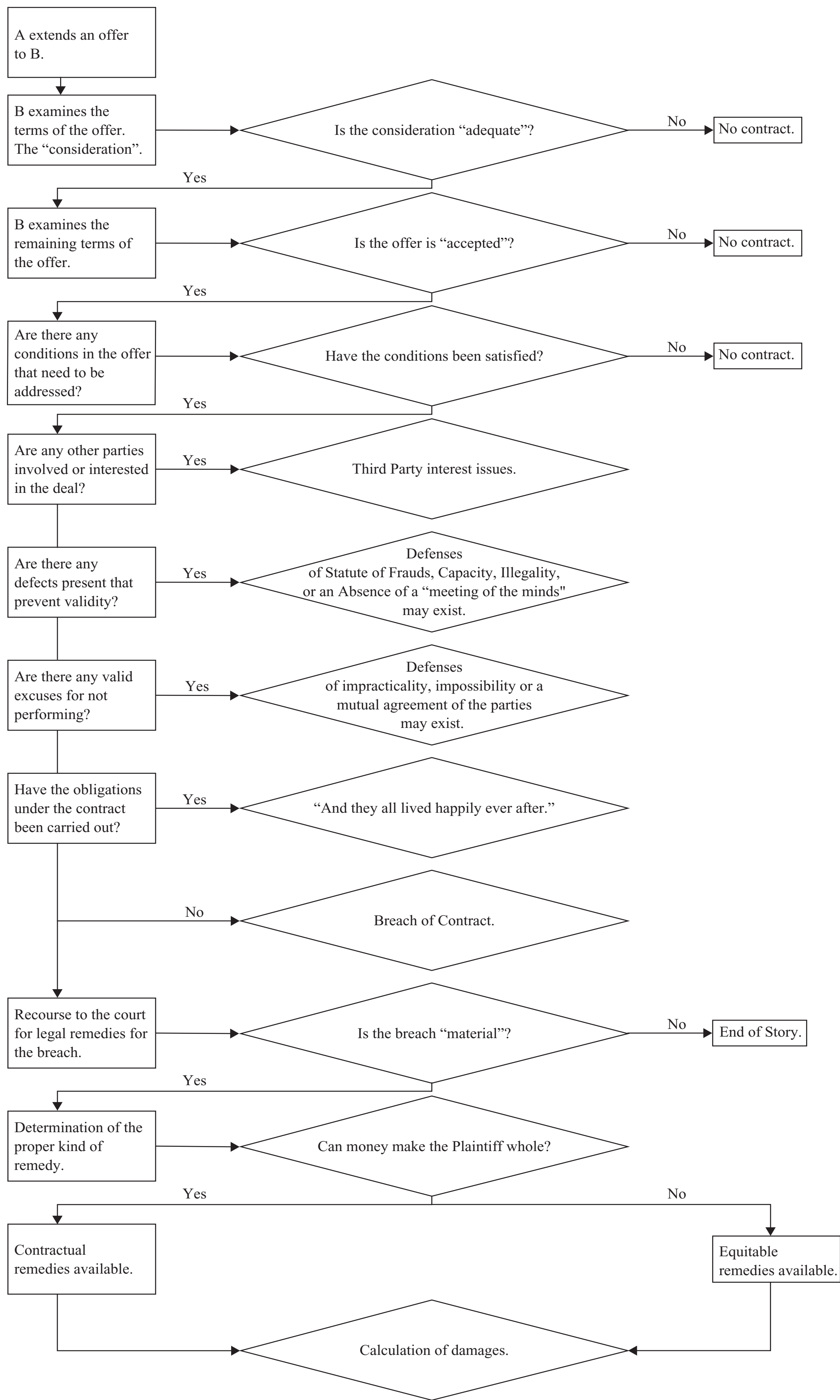
The first four parts of the text have discussed and are governed by the common law principles of contract law. This final chapter shows that the Uniform Commercial Code [UCC] carves exceptions out from the stringent rules of contract law. Why? The underlying purpose of the entire UCC is practicality. These rules have been propagated in response to the very nature of commercial transactions. The "exceptions" to the general rules of contract law better reflect what really happens in commercial transactions. The UCC tries to protect and preserve these agreements and the expectations of the parties involved.

Where there appears to be leniency, do not presume weakness. The UCC also sets certain standards of conduct. While the rules governing the formation of the transaction may be more flexible, the conduct must be of a certain quality to merit that leniency. Certain ground rules apply to this grant of freedom in construction and performance. Article 1 of the UCC sets these ground rules: § 1-203 requires that the parties adhere to the principles of "good faith and fair dealing," § 1-204 requires "reasonableness" in response times in acting upon the agreement, and § 1-205 requires that the parties should and can rely on the normal course of dealing and trade practices in the industry, thereby making some assumptions taken by one or both parties reasonable in light of what normally occurs in that type of commercial transaction. Note that all of these ground rules can change depending on the particular industry involved. It may be reasonable to delay a shipment in the shoe industry by one week, but this kind of delay in the produce industry might be completely unacceptable as the goods will be destroyed in that time.

Therefore, do not think of the UCC as putting holes in the fabric of contract law, but rather as weaving a safety net. The small transgressions against the strict principles of common law may slip through unnoticed, but the larger issues will be caught.

It is completely beyond the scope and page capacity of this text to explain every section in Article 2. The most important sections are presented so that the student can gain an understanding of the general requirements of the UCC.

An alternate way to view the formation of contracts is via a timeline. The book is set up chronologically; intuitively, we know that a contract must be formed before it can be breached.


A extends an offer to B.
B examines the terms of the offer. The "consideration".
Is the consideration "adequate"?
No
No contract.
Yes
B examines the remaining terms of the offer.
Is the offer is "accepted"?
No
No contract.
Yes
Are there any conditions in the offer that need to be addressed?
Have the conditions been satisfied?
No
No contract.
Yes
Are any other parties involved or interested in the deal?
Yes
Third Party interest issues.
Are there any defects present that prevent validity?
Yes
Defenses of Statute of Frauds, Capacity, Illegality, or an Absence of a "meeting of the minds" may exist.
Are there any valid excuses for not performing?
Yes
Defenses of impracticality, impossibility or a mutual agreement of the parties may exist.
Have the obligations under the contract been carried out?
Yes
"And they all lived happily ever after."
No
Breach of Contract.
Recourse to the court for legal remedies for the breach.
Is the breach "material"?
No
End of Story.
Yes
Determination of the proper kind of remedy.
Can money make the Plaintiff whole?
Yes
No
Contractual remedies available.
Equitable remedies available.
Calculation of damages.

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The writing of this book would not have been possible without the support of many gracious and patient people.

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Thanks go to Linda Schreiber, acquisitions editor from McGraw Hill/Irwin, for contacting me originally to get the book going and for her stalwart support throughout this endeavor. Additionally, Peter Vanaria, editorial coordinator, was hard at work trying to explain the ropes to me, a new author, and to keep me on schedule.

At Carlisle Publishing Services, Beth Baugh should be thanked for explaining everything three times. Not only was she patient, but she was good-natured about it as well.

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I also wish to thank my colleagues who acted as reviewers on the draft of the manuscript. They spent a great deal of time to write valuable feedback to assist me in making this book the best it could be.

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Paul Guymon
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John Hug
Keiser College

Kathleen Reed
University of Toledo

Leslee Ron
Mountain West College

Wendy Vonnegut
Methodist College

A Guided Tour

Contracts for Paralegals: Legal Principles and Practical Applications introduces the key concepts in the legal field of contracts in a fresh light, while presenting the topics in a straightforward and comprehensive manner. The pedagogy of the book applies three goals:

- Learning outcomes (critical thinking, vocabulary building, skill development, issues analysis, writing practice).
- Relevance of topics without sacrificing theory (ethical challenges, current law practices, technology application).
- Practical application (real-world exercises, portfolio creation, team exercises).

Chapter Objectives introduce the concepts students should understand after reading each chapter as well as provide brief summaries describing the material to be covered.

Chapter 1

Offer

CHAPTER OBJECTIVES

The student will be able to:

- Use vocabulary regarding offers properly.
- Identify the offer as either unilateral or bilateral.
- Discuss whether all necessary terms are certain in order to be considered a valid offer.
- Determine whether the offer has been effectively communicated to the intended offeree.
- Determine the method of creation of the offer.
- Evaluate when an offer can be or has been terminated.
- Identif... able offers.

Surf's Up! focuses on the increasing use of technology and the Internet, using relevant Web sites referencing the UETA (Uniform Electronic Transactions Act) Sections applicable, and giving students real-world experience with technology.

SURF'S UP!

It used to be that in order to declutter the home and make a few extra dollars, a person would set up a yard sale. Those looking to buy unusual or collector items would frequent flea markets early on Saturday mornings. These days, even this simple transaction has been incorporated into the global electronic virtual marketplace. eBay® is one of many auction sites for this kind of buying and selling. However, with the addition of technology comes the addition of terms and conditions. Review the conditions attached to what seems like a "simple" transaction using an online auction site at http://pages.ebay.com/help/policies/hub.html?ssPageName=home:f:f:US. With one click, you agree to these terms and conditions of the user agreement.

Before you may become a member of eBay, yo
and accept all of the terms and conditions in,
to, this User Agreement and the Privacy Policy.
recommend that, as you read this User Agre
also access and read the linked information.
ing this User Agreement, you also agree that
other eBay branded web sites will be governed
Agreement and Privacy Policy posted on those

The "agreement" is several pages long and
to eight other policy sites. How many people
actually read all of this information before using

Eye on Ethics raises legitimate ethical questions and situations attorneys and paralegals often face. Students are asked to reference rules governing these issues and make a decision.

Eye on Ethics

AWARDING LEGAL WORK AS LURE FOR INVESTING

Connecticut Bar Association, Committee on Professional Ethics, Revised Formal Opinion Number 5 (1988)

In 1957, the Professional Ethics Committee issued a formal opinion regarding the award of legal work to an attorney as an incentive for his investment in the entity which would be providing the legal work. The question co... red was wheth...

1957. Canon 28 declared "it is disreputable to pay or reward, directly or indirectly, those who take or influence the taking of work to a lawyer." Rule 7.2(c) evolved from former Disciplinary Rule 2-103(B) which stated that:

> A lawyer shall not compensate or give anything of value to a person or organization to recommend or secure his employment by a client, or as a reward for having made a recommendation resulting in his employment by a client. .

Spot the Issue!

Wilbur, an octogenarian, entered into a contract with the Out-to-Pasture Nursing Home. The contract provided that upon payment of $100,000 (the bulk of Wilbur's estate), Out-to-Pasture would take care of Wilbur for the rest of his life, providing shelter and all necessities. Wilbur paid the sum and Out-to-Pasture made the arrangements for his residence. However, two days before actually moving in, Wilbur passed away. The estate approaches your firm in an attempt to recover the money Wilbur paid relying on the theory of impossibility due to Wilbur's death.

The senior attorney has asked you to review the contract and render your opinion as to the estate's claim of impossibility and recovery of the money. Are there any other possible defenses or excuses for performance available to the estate? See, *Gold v. Salem Lutheran Home Ass'n of Bay Cities,* 53 Cal. 2d 289, 1 Cal. Rptr. 343, 347 P.2d 687 (1959).

Spot the Issue! introduces a hypothetical situation, with example documents, asking students to think critically about identifying or solving the legal issue at hand. Applicable cases are often provided to give students a hint.

Team Activity Exercises present hypothetical scenarios using questions to provoke discussion among the students, in class or in an outside team assignment, about various areas of contract law.

Team Activity Exercise

IN-CLASS DISCUSSION

After a very successful interview with Piddle and Diddle, Paula Paralegal was offered a position with the firm. The offer came via a telephone call from Mr. Piddle, wherein he told her that the employment would be for a two-year term and her starting salary would be $25,000 a year. If she performed satisfactorily for the first six months, she would receive a raise to $30,000 per year. Her second-year salary would be raised to $40,000.

A few days later, Paula received a memo from Mr. Diddle's secretary. It was a very brief note:

Employment:

Begin—January 1, 2006

RESEARCH THIS!

Find a case in your jurisdiction that answers the following fact scenario:

Penny Pedestrian is hurt by Otto Auto in a motor vehicle accident. Otto offers to pay for Penny's injuries so they can settle the matter and keep it out of court. Penny says she will think about it. Two days later she calls Otto and asks if he would consider also paying for massage therapy as well.

What effect, if any, does this have on the offer? Is the original offer still open?

Research This! engages students to research cases in their jurisdiction that answer a hypothetical scenario, reinforcing the critical skills of independent research.

Chapter Summary provides a quick review of the key concepts presented in the chapter.

Summary

Contractual conditions are those terms, other than the actual performance promises, that the parties incorporate as part of the contract. They deal with when and how the parties are to perform.

1. *Conditions precedent* deal with an occurrence that must come before the party's obligation to perform.
2. *Conditions subsequent* deal with events that occur after a party's performance pursuant to the contract and they release the parties from having to finish performance or totally excuse previous performance without penalty.
3. *Concurrent conditions* deal with obligations to perform that occur simultaneously.

Conditions may be

1. *Express*. They are specifically stated in words by the parties themselves.
2. *Implied in fact.* Those occurrences must take place in order for the parties to perform. In good faith, the parties expect these conditions without having to say them.
3. *Implied in law*. They are imposed by the court out of fairness and justice.

Key Terms

Ability to cure
Adequate assurances
Adequate compensation
Affirmative acts
Anticipation
Anticipatory repudiation
Breach
Cancel the contract
Certainty
Deprived of expected benefit
Divisibility/Severability
Excused from performance
Forfeiture
Ignore the repudiation
Immediate right to commence a lawsuit
Intent of parties
Knowing and intentional
Material
Mere request for change
Objective
Partial breach
Positively and unequivocally
Retract the repudiation
Standards of good faith and fair dealing
Substantial compliance
Total breach
Transfer of interest
Waiver

Key Terms used throughout the chapters are defined in the margin and provided as a list at the end of each chapter. A common set of definitions is used consistently across the McGraw-Hill paralegal titles.

Review Questions, including Multiple Choice, "Explain Yourself," and "Faulty Phrases," emphasize critical thinking and problem-solving skills as they relate to contract law. The multiple choice questions ask students to choose the best answer and explain the reasoning. "Explain Yourself" questions consist of sentence completion and answering questions with short explanations. "Faulty Phrases" requires students to rewrite all false statements with a brief fact pattern illustrating the answer.

Review Questions

MULTIPLE CHOICE

Choose the best answer(s) and please explain *why* you choose the answer(s).

1. A term is considered a "condition precedent" if
   a. It takes priority over all the other terms of the contract.
   b. It describes an event that needs to occur prior to the obligation to perform.
   c. It makes the offeree perform her obligations first.
   d. It takes priority over all the other conditions in the agreement.
2. An implied in fact condition
   a. Must occur before the parties have an obligation to perform.
   b. Is a part of the contract.
   c. Is never a part of the contract.
   d. Must be agreed to by the parties.
3. A condition subsequent means that
   a. It must occur immediately following performance under the contractual terms.
   b. It can undo the performance obligations of the parties.
   c. It must never occur or else the contract is void.
   d. It will occur in the future.

"Write" Away! Portfolio Assignment

The inevitable has happened. Druid has materially breached the contract. Assume the following have happened:

- Druid has failed to properly install the roofing tiles and leaks have erupted.
- Carrie has paid in full.
- Carrie has had to move into a rental apartment for two months while corrective work is completed.

The correction contractor is charging $25,000 for the new roof.

Calculate Carrie's measure of damages. Draft a demand letter from Carrie to Druid for the damages.

"Write" Away! Portfolio Assignment exercises give students the opportunity to draft a mock contract piece by piece in each chapter, drawing on the concepts as they are presented. At the end of the text, students will have experience compiling their own, full contract.

Case in Point presents real cases at the end of each chapter, connecting students to real-world examples and documents that further develop the information presented in the chapter.

Students may be required to prepare a case brief to reinforce legal writing skills. A guide to writing a case brief is included in Appendix A.

CASE IN POINT

CONDITIONS

Court of Appeals of Texas,
Austin.
Larry RINCONES, et al., Appellants,
v.
Thomas J. WINDBERG, d/b/a, Thomas J. Windberg and Associates, Appellee.
No. 14401.
March 5, 1986.

In suit for breach of contract, the County Court at Law, Travis County, Leslie D. Taylor, J., rendered judgment that plaintiffs take nothing, and plaintiffs appealed. The Court of Appeals, Shannon, C.J., held that parol evidence rule prohibited admission of oral evidence to alter payment terms of contract.

Reversed and remanded.

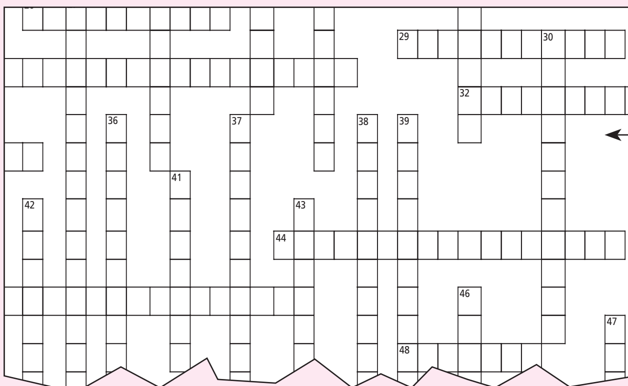
West Headnotes

[1] Evidence 384
157k384 Most Cited Cases
Upon establishment of existence ... ing intended as c...
...pleted memori... ...nsa...

[8] Evidence 420(3)
157k420(3) Most Cited Cases
Agreement to prepare certain chapters of educational handbook was binding and effective from its inception, and oral evidence of condition subsequent that fee would be paid only if publication were accepted and funded by California was inadmissible to vary terms of contract.
***846** Thomas L. Kolker, Greenstein & Kolker, Austin, for appellants.

***847** Charles M. Hineman, Austin, for appellee.

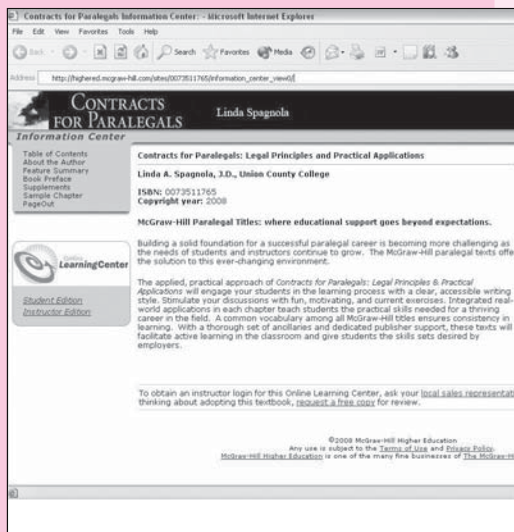
...efore SHANNON, C.J., ...BRADY and GA...E, JJ.



Crossword puzzles at the end of each part utilize the key terms and definitions to help students become more familiar using their legal vocabulary.

Supplements

Instructor's Resource CD-ROM An Instructor's Resource CD-ROM (IRCD) will be available for instructors. This CD provides a number of instructional tools, including PowerPoint presentations for each chapter in the text, an instructor's manual, and an electronic test bank. The instructor's manual assists with the creation and implementation of the course by supplying lecture notes, answers to all exercises, page references, additional discussion questions and class activities, a key to using the PowerPoint presentations, detailed lesson plans, instructor support features, and grading rubrics for assignments. A unique feature, an instructor matrix, also is included that links learning objectives with activities, grading rubrics, and classroom equipment needs. The activities consist of individual and group exercises, research projects, and scenarios with forms to fill out. The electronic test bank will offer a variety of multiple choice, fill-in-the-blank, true/false, and essay questions, with varying levels of difficulty and page references.



Online Learning Center The **Online Learning Center (OLC)** is a Web site that follows the text chapter-by-chapter. OLC content is ancillary and supplementary and is germane to the textbook—as students read the book, they can go online to review material or link to relevant Web sites. Students and instructors can access the Web sites for each of the McGraw-Hill paralegal texts from the main page of the Paralegal Super Site. Each OLC has a similar organization. An Information Center features an overview of the text, background on the author, and the Preface and Table of Contents from the book. Instructors can access the instructor's manual and PowerPoint presentations from the IRCD. Students see the Key Terms list from the text as flashcards, as well as additional quizzes and exercises.

The OLC can be delivered multiple ways—professors and students can access the site directly through the textbook Web site, through PageOut, or within a course management system (i.e., WebCT, Blackboard, TopClass, or eCollege). Visit http://www.mhhe.com/paralegal, for more information.

PageOut: McGraw-Hill's Course Management System **PageOut** is McGraw-Hill's unique point-and-click course Web site tool, enabling you to create a full-featured, professional-quality course Web site without knowing HTML coding. With PageOut, you can post your syllabus online, assign McGraw-Hill Online Learning Center or eBook content, add links to important offsite resources, and maintain student results in the online grade book. You can send class announcements, copy your course site to share with colleagues, and upload original files. PageOut is free for every McGraw-Hill/Irwin user and, if you're short on time, we even have a team ready to help you create your site! To learn more, please visit http://www.pageout.net.