**Exercise 31-5 – Shoeless Joe Jackson Exercise**

**Standard Comments**

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| The assignment said not to draft the complete agreement | The instructions specifically said not to draft a complete agreement. It’s important to follow instructions. What would a client do if she said to do X and you did X and Y? The client would be annoyed because you had spent time and money working on something that was not authorized. |
| Wrong parties to the contract | The “Team” is not a party to the contract. The facts specifically state who the parties are. |
| Jackson to maintain his physical condition | How could this have been elaborated on? What kind of promises could Jackson make that would help ensure that he stayed in the best condition? Could it be tied into training program? |
| Remedy for breach of covenant not to play any games, exhibition or otherwise | As drafted, this contract does not include a remedy if Jackson plays any games or exhibition games of any other sport. It should.  The original draft of the contract did not include a remedy if Jackson played any games or exhibition games of any other sport. The provision provides a remedy if Jackson breaches. This point is an important one and should have been included in the memo. |
|  | When drafting a memo, limit the use of the first person as much as possible. The issue is not what you drafted, but what the contract says. |