

# ***Briefing Cases***

## **I. A FORMAT FOR CASE BRIEFING**

The following is a suggested format for briefing the cases you read as part of your legal writing assignment. You might find that much of this format also works well in your other courses. The key is to remember that case briefing is a personal study tool, so adapt the format freely to fit your own learning style and your particular analytical task.

Read the case through once before you start to write, perhaps underlining or highlighting key language. Then read the case again, this time making the following notations:

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### **CASE BRIEF**

1. Case Name, Court, Citation, Date
2. Facts
3. Procedural History
4. Issue(s)
5. Applicable Rule(s) of Law
6. Holding(s)
7. The Court's Order
8. Reasoning
9. New Information
10. Questions, Comments, and Speculations

***Case Name, Court, Citation, Date.*** You will need to know the name of the court and the date so you can examine how this case fits with other cases and gauge its precedential value for your assignment. See the material in Chapter 2 of the text discussing weight of authority. Also, correctly recording these pieces of information during your research stage will save you time and frustration when you start to write.

***Facts.*** Describe in your own words the facts of the case. You need include only the facts that pertain to the legal issues relevant to your assignment. For example, if the case concerns a dispute over whether a person revoked her will before she died, normally you will not need to include facts about what property she owned or about the cause of her death. You would include those facts only if they might pertain to the question of whether she had revoked her will.

***Procedural History.*** The procedural history is the story of the case's progress through the litigation process. If the case is on appeal, include the procedural posture of the trial court

decision being appealed, such as a decision on a motion to dismiss, a motion for summary judgment, a jury verdict, or a judgment after a bench trial.

**Issue(s).** The issue is the legal question the opinion resolves. Usually, the opinion tells you how the court thought the governing rule of law applied to the facts of that case, so you can state the issue in those terms. You can use either a question or a phrase beginning with “whether.” Here is an example of an issue statement:

Can a testator effectively revoke a will by marking a large “X” across only the first page of a five-page will and not signing or initialing the “X”?

Focus on the part of the governing rule that actually was at issue in the case. For instance, assume the case concerns a dispute over whether a testator had revoked her will before she died, as in the issue statement above. The parties were before the court to find out whether there is a valid will, but an issue statement that broad would not help you isolate the precise point on which this larger question turned: whether the existing will had been revoked.

Some opinions decide only pure questions of law<sup>1</sup> and do not apply law to facts. In such a case, the issue statement simply poses the legal question the court answered, for example:

Whether Illinois law allows recovery for the wrongful death of a fetus.

If the issue relates to how a term in a statute will be defined or applied, your brief should identify the statutory language at issue. A good place to do that is here in the issue statement, for example:

Whether the “nighttime” element of the burglary statute is satisfied if the entry occurred twenty minutes before sunrise.

**Applicable Rule(s) of Law.** This section will help you begin to understand the legal principles (rules of law) governing your issue. A rule of law is a statement of the legal test the court will apply to resolve a legal issue. Here is an example of a governing rule of law for deciding the will revocation issue:

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1. See Chapter 2, Section II.

To revoke a will, a testator must have the intention to revoke and must take some action that demonstrates that intent.

The court may state some other legal rules to provide context for the issue it actually will decide. Feel free to note these also. That legal context will help you understand the law governing your assignment, and when you begin to write your memo or brief, you might need to provide the same kind of context for your reader. If so, that information will be readily available in your case briefs.

***Holding(s).*** As we saw in Chapter 2, the holding is the court’s decision on the particular legal issue plus the important facts — the facts that seem to make the most difference for the result. If your issue statement included a sufficient description of the key facts, you need not repeat those facts in the holding statement. If not, include facts in the statement of the holding. The combination of your issue statement and your holding statement should include the key facts and the court’s decision on the legal issue. For example:

A testator can effectively revoke a will by marking a large “X” across only the first page of a five-page will and not signing or initialing the “X” if the other evidence of the testator’s intent is sufficiently strong.

Notice the difference between a holding and the governing rule of law. The rule sets out the legal test the court will use to decide the case. The holding states the court’s conclusion about whether the facts of the case meet that legal test.

If the issue is a pure question of law, you need not include the facts unless the answer to the question depends on a certain set of facts. For instance, if the issue is “Does State *X* allow recovery for the wrongful death of a fetus?” (a pure question of law), the answer (holding) might include facts: “Recovery for the wrongful death of a fetus is permitted if the fetus was medically viable at the time of the injury.”

***The Court’s Order.*** After deciding the legal issue, the court either will take some action itself or will order that a person or another court take some action. For instance, a trial court might grant or deny a motion or might order the clerk to enter a judgment. An appellate court might affirm or reverse the lower court’s ruling and might remand the case to the lower court for further proceedings. Note the legal result of the court’s decision under this category of your brief.

***Reasoning.*** Usually, a court uses its written opinion to explain the reasons for its decision. These reasons will give you important clues about how the court might decide future cases, and they can provide you with effective arguments. Chapter 5 identifies the major forms of legal reasoning, but whether you use those names or not, note in your case brief the court’s reasons for

its decision.

Pay particular attention to the court's *policy* rationales. Policy rationales justify a decision based on what result will be best for society at large. Courts realize that their rulings will affect the way people act in the future. They want to apply the law in ways that will encourage desirable societal results. For instance, a court might adopt a certain legal rule because that rule will reduce litigation or because it will encourage people to think more carefully before entering into a contract. Including policy statements in your brief will help you understand whether and how the court's decision might apply to future cases.

***Questions, Speculations, and Comments.*** Finally, note any questions, speculations, or thoughts of your own about the case and how it might apply to your assignment. It is common to have passing thoughts and questions as you read a case. These thoughts, speculations, and questions are the first steps toward a clearer understanding of the applicable law and how it might apply to your client. If you do not record them, you are likely to forget them.

## II. CASE AND SAMPLE CASE BRIEF

### A. Case

**BARTON V. MITCHELL COMPANY**  
**507 So. 2d 148 (Fla. Dist. Ct. App. 1987)<sup>2</sup>**  
*Fourth District Court of Appeal of Florida*

WALDEN, Judge.

This is a landlord tenant action. Ms. Barton leased [the] premises for five years from the Mitchell Company for the purpose of operating a retail store selling patio furniture. The lease began on November 1, 1982. On August 3, 1985, Ms. Barton vacated the property. The landlord sued Ms. Barton, and following the non-jury trial, received judgment for \$18,929.57, plus interest, basically representing rent to the date of the judgment and rent thereafter for the unexpired term. Ms. Barton appeals. We reverse based upon our view that the landlord breached a material provision of the lease to the end that Ms. Barton was constructively evicted from the premises.

The pertinent facts are not disputed.

In October or November of 1984, the landlord leased an adjacent space to Body Electric, which space adjoined Ms. Barton's space on two sides. Body Electric operated an exercise studio. Loud music, screams, shouts and yells accompanied the operation of Body Electric during business hours. The intensity and volume of such noise manifestly impacted upon the operation of Ms. Barton's business. It caused the walls to vibrate, and a painting to fall off the wall. It made it difficult, if not impossible, for Ms. Barton to conduct her business. She lost customers and salespersons because of the noise.

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2. The case has been modified.

Ms. Barton complained over and over to the landlord. The landlord promised repeatedly to remedy the problem to include insulating the uninsulated party walls. The landlord did nothing in the period from October or November 1984 till August 3, 1985 when Ms. Barton vacated. On the same day and immediately following Ms. Barton's departure, the landlord undertook some measures to alleviate the noise problem . . . . As we view it, the dispositive lease proviso is paragraph 40 entitled Quiet Enjoyment:

Tenant, upon paying the rents and performing all of the terms on its part to be performed, shall peaceably and quietly enjoy the Demised Premises subject nevertheless, to the terms of this lease and to any mortgage, ground lease or agreements to which this lease is subordinated or specifically not subordinated as provided in Article 29(b) hereof.

When there is a constructive eviction such constitutes a breach of the covenant of quiet enjoyment. *Richards v. Dodge*, 150 So. 2d 477 (Fla. 2d DCA 1963). A constructive eviction occurs when a tenant is essentially *deprived of the beneficial enjoyment of the leased premises where they are rendered unsuitable for occupancy for the purposes for which they are leased* (emphasis added). *Hankins v. Smith*, 103 Fla. 892, 138 So. 494 (1931).

Since this was a large shopping center, we assume, we hope correctly, that all leases were similar. In paragraph 11 of the printed lease, it was stated that, "nor shall tenant maintain any loud speaker device or any noise making device in such manner as to be audible to anyone not within the premises."

Thus, from our overview, we hold, according to the mentioned authorities, that Ms. Barton was constructively evicted from the premises at the time of her departure and, therefore, has no responsibility for rent thereafter. Here, the landlord was advised of the difficulty. The landlord acknowledged responsibility and agreed to remedy the situation and had the means to do so. The terms of the lease with reference to noise could have been enforced against Body Electric. The walls could have been insulated. Yet the landlord did nothing. Despite the damage to her business, Ms. Barton waited a reasonable time for the landlord to act.

The judgment on appeal is REVERSED. ANSTEAD and DELL, JJ., concur.

## B. Sample Case Brief

### 1. *Barton v. Mitchell Co.*

507 So. 2d 148 (Fla. Dist. Ct. App. 1987)  
4th Dist. Court of Appeal — Fla.

### 2. Facts: (The facts are undisputed.)

Tenant (Barton) signed a five-year lease of commercial space for a patio furniture store. The lease included a term promising that tenant "shall peaceably and quietly enjoy the Demised Premises . . . ."

Subsequently, landlord (Mitchell Co.) leased adjacent space to Body Electric (an exercise studio). Loud music, screams, shouts, and yells regularly came from the exercise studio. The noise vibrated the walls and made conducting tenant's business difficult or impossible. Tenant lost customers and employees as a result. Tenant complained to landlord repeatedly. Landlord promised to remedy the problem,

including by insulating the walls if necessary, but landlord did nothing. Tenant vacated with a little over two years remaining on the lease. That day, the landlord took some action. The case doesn't say what the landlord did.

3. Procedural History:

Landlord sued Tenant for rent due for the rest of the lease term.

Trial Court: Landlord won \$18,929.57 plus interest, representing past and future rent for rest of lease term (non-jury trial). Tenant appealed.

4. Issue(s):

Does a landlord's failure to control vibration and noise made by other tenants constitute constructive eviction?

5. Rule(s) of Law:

- "A constructive eviction occurs when a tenant is essentially deprived of the beneficial enjoyment of the leased premises where they are rendered unsuitable for occupancy for the purposes for which they are leased."
- A constructive eviction breaches the covenant of quiet enjoyment.

6. Holding(s):

Excessive vibration and noise caused by another tenant constitutes constructive eviction when it interferes with a commercial tenant's business and when the landlord had notice of the problem and had the ability to remedy the problem but did not act within a reasonable time.

7. The Court's Order:

Trial court's judgment was reversed.

8. Reasoning:

The court did not expressly explain its reasoning except by pointing to these key facts: (1) the tenant notified the landlord and waited a reasonable time; (2) the landlord had the ability to stop the problem (by requiring the other tenant to stop the noise and vibration or by insulating the walls); and (3) the landlord did not take any action. The result would seem, however, to protect the ability of commercial tenants to conduct their businesses without unreasonable interference (a positive economic benefit).

9. New Information:

Here the problem was caused by actions of another tenant, not the land-lord. The court held the landlord responsible anyway, as the landlord could have corrected the problem but did not.

10. Questions, Comments, and Speculations:

- Interesting that the court speculated that the lease for Body Electric was the same as the lease for the tenant and based its holding on the assumption that the Body Electric lease permitted the landlord to regulate Body Electric's noise ("nor shall tenant maintain any loud speaker device or any noise making device in such manner as to be audible to

anyone not within the premises”). Tenant’s lawyer must not have made this argument or provided the court with Body Electric’s lease. Why not?

- Would the result have been the same if tenant’s lease had not included a provision promising quiet enjoyment? Would the court have held that a covenant of quiet enjoyment is implied in commercial leases? Maybe not because the court calls the lease provision “the dispositive lease pro-viso” and because the court does not mention an implied covenant.