

Spotting the Central Legal Issue and Reflecting On It

Using Writing in the Zones to Help Students Become Competent in Legal Reasoning in a Problem-Based Learning Contract Law Course¹

Juan Carlos Durán-Uribe²
Universidad de los Andes

¹ This text contains translations from Spanish to English made by artificial intelligence text engines (ChatGPT), double checked by the author. In some cases, the original data source in Spanish will be included to respect the source's authenticity. Any error is purely the author's.

² Adjunct Professor of Contract Law at Universidad de los Andes (Bogotá, Colombia). CLASP Fellow (2021-2023). Jc.duran129@uniandes.edu.co

Introduction How can Writing in The Zones (WiTZ), as an informal writing pedagogy, help Contract Law students to become competent in legal reasoning, particularly in identifying the central legal issue of a complex Problem-Based Learning (PBL) Contract Law case while being reflective about the process? In this project I answer this question by designing and implementing two WiTZ exercises in my sixteen-week long, PBL Contract Law course at Universidad de los Andes (Bogotá, Colombia), on the second and sixth weeks of the Spring term, 2023.³

Aside from applying what I learned as an inaugural CLASP Fellow in a Latin American law classroom, with this project I also began to *adapt my contract law course to the newly approved curriculum of the undergraduate degree in law*. This curricular reform is based on competencies, defined as a combination of different types of knowledge (knowing), skills (knowing-how) and attitudes (being), that help someone to learn, work, and live better. One of the six competencies of the new curriculum is *legal reasoning*. As per the reform, a student is competent in legal reasoning when he or she:

Proposes solutions to legal issues from a clear legal standpoint [integrating, legal concepts and rules], acknowledging social values and the needs of the client. [...]

Constructs solid oral and written arguments in different legal areas, paying attention to his or her audience and his or her role. [...]

In their comprehension of the Law, its application and problem-solving, he or she recognizes and respects diverse opinions, and is conscious and responsible for their learning and decisions." (Uniandes, 2023)

I hypothesize that WiTZ facilitates students spotting the central legal issue of a complex contract law case by asking them to synthesize the relevant facts of the case, identifying critical information to give an answer, and transferring previous knowledge. I also claim that WiTZ helps students to develop a more reflective attitude on identifying a legal issue, both before and after solving a case. All these outcomes are part of what being competent in legal reasoning means, according to the excerpt above. To confirm this, I used a Scholarship of Teaching and Learning (SoTL) approach.

Below I will present the background of the project ([Section 1](#)), its methodology and design ([Section 2](#)), the results ([Section 3](#)), and discussion and conclusions ([Section 4](#)).

1. Background

1.1. Universidad de los Andes and the School of Law Founded in 1948, the Universidad de los Andes is the leading private university in Colombia. It is a nonpartisan, secular institution committed to academic excellence, integrity, and innovation. As of 2023, more than 14,000 students were enrolled in more than 44 undergraduate programs, 24 graduate programs, 88 masters programs, and 17 doctoral programs. Among those, around 1,100 are students from the undergraduate program in law.

The School of Law was founded in 1968, and its undergraduate program is the best ranked in the country. Since its opening, it has focused on pedagogical innovations, which include being the first to introduce the academic credit system, semester-based courses (as opposed to year-based), and one of the earliest to implement Clinical Legal Education in Colombia (Recalde, Bonilla & Luna, 2017). In 1997, it pioneered PBL for the teaching and learning of law, thanks to a thorough curricular reform greatly inspired by the PBL model from Maastricht University.

³ January to May 2023.

1.2. The Contract Law Course At Universidad de los Andes, the course *Contract Law* focuses on rules and principles governing the most representative types of private contracts in Colombia. As it stands in the syllabus, it is an important course due to political, economic, and social reasons. From a political standpoint, a contract embodies human liberty, as people themselves act as legislators of their own lives. From an economic perspective, contracts facilitate growth, circulation, and accumulation of wealth, as well as risk allocation in day-to-day transactions. From a social view, contracts can help improve the quality of life, correct injustices, and crystallize personal rights.

In Colombia, as well as other countries following a civil law system, and as opposed to common law traditions, *Contract Law* is an intermediate level subject. It is usually taught after basic law courses, including *Introduction to Law*, *Property Law*, *Law of Obligations*, and *Commercial Law*, and others, because *Contract Law* centers on rules regarding particular contracts rather than general rules applying to all kinds of contracts. The compendium of general rules is taught in courses like *Law of Obligations or Juridical Acts*, both introductory. Students are therefore living through an interesting moment of their careers: they are already acquainted with the legal and academic environments (some of them do internships by then as a matter of fact), yet they are still not mature enough to represent clients.

At Uniandes, *Contract Law* is a third-year course. Under the pre-2023 curriculum, it was placed in the sixth semester, held a five-credit workload, and was taught twice a week, two hours per session. With the new curriculum, it is expected to be in the fifth semester, to have only three credits, and to be taught still twice a week but only for one hour and a half each session. Students are 19 to 20 years old on average, all majoring in law, with many double majoring or minoring mostly in political science, economy, business, and government.

The course is offered in four or five different sections with different professors. I have been teaching one of these sections since 2018. All sections have a rather unified syllabus, with common goals, methodology, and topics. As a goal we expect that, at the end of the course, students: (i) will understand the legal rules of the most representative types of private law contracts, and (ii) will be skilled in legal research, interpretation, argumentation, and conflict resolution. As for the common methodology, all sections use PBL. It consists of four or five complex cases around one or more contracts, in which students are given a set of hypothetical or real-life facts, and must identify the legal issue, do research, and construct the answer to it from different roles. As for the topics, all sections teach seven groups of contracts divided into seven modules: preparatory, sales, leasing, fiduciary, distribution, financial and securities contracts. I will focus on PBL next.

1.3. PBL at-a-glance PBL uses real or hypothetical cases (called “problems”) that trigger learning through a self-directed process, with teacher-oriented inquiry and group collaboration. It mainly originated in American and Canadian universities for the teaching of medicine during the late 1960s and early 1970s (Barrows, 1986), and today it has expanded to other disciplines as law, business, or architecture (Savery & Duffy, 2001).

In the mid-1970s, Maastricht University was one of the pioneers in adopting PBL in a law classroom environment. Since then, the so-called Maastricht Seven-Step Model is used as a basis for legal educators who seek to transition from a traditional teaching to PBL. According to the model, learning is rooted in four principles: constructivism, self-directedness, contextualism, and collaboration. The seven steps, conceived for small groups of 10–15 students, are: (i) discuss the case and make sure everyone understands the problem; (ii) identify the questions that need to be answered to shed light on the case; (iii) brainstorm what the group already knows and identify potential solutions; (iv) analyze and structure the results of the brainstorming session; (v) formulate learning objectives for the knowledge that is still lacking; (vi) do independent study, individually or in smaller groups: read articles or books, do practices or attend lectures to gain the required knowledge; and (vii) discuss the findings (Moust, 1998.)

At Uniandes, the School of Law introduced PBL in 1997 along with the last curricular reform, after several full-time professors traveled to Maastricht to receive training. Upon their return, they trained their peers on the matter and created a keen repository of teaching resources, cases, and readings (Otero-Cleves & Jimenez-Angel, 2008). They wrote a handbook, which is still in use, describing the Maastricht Seven-Step Model, reviewing the origins of PBL, its advantages and criticisms, and providing some advice to those seeking to embrace it (Programa Sócrates, 1998). It was a reform mainly based on skills rather than contents. Several traditional courses, mandatory until then, were either combined to create new, small-to-medium-sized five-credit PBL courses (i.e., *Procedural Law*, *Contract Law*, *Law of Obligations*, *Administrative Law*), made elective (i.e., *Taxation Law*, *Wills*), or suppressed altogether (i.e., *Securities*, *Social Security Law*).

In 2005, in a process that has been mockingly called the *counter reformation*, some of the suppressed courses were brought back⁴, some larger five-credit courses were split⁵, and the number of PBL courses was reduced. Some say these decisions were motivated by criticisms from employers, who found that students were not being taught enough content to face day-to-day problems, and

⁴ Such as Securities (Títulos valores).

⁵ For example, *Administrative Law* was split into three courses: *Public Administrative Law*, *Public Contracts*, and *Public Actions*.

Relevant facts	Legal issue(s)	What do we know?
[Example: "1.- Pedro Pérez bought a house from María García, on Dec. 13th, 2023 for US \$40,000. At the time, María was not the true owner of the house, according to the public registrar; 2.- When Pedro was living in the house, the true owner sued to expel him and regain possession. 3.- Pedro confronted Maria about not informing him of this, and she refused to refund or pay damages to him. 4.- Pedro asks us how he can proceed."]	[Example: "Is the seller obliged to refund the price or pay damages to the buyer if he or she is not the true owner of the goods, and the true owner sues the buyer to regain possession?"]	[Example: "Principle of Good Faith, Duty to Inform, Misrepresentation, Efficacy of the Contract, Requisites of a Damages Action."]
		What do we still not know?
		[Example: "Efficacy of a Sales Contract, Obligations from the seller, Remedies for the buyer."]

Table 1. First approach to a PBL case format sample. Source: Self-made, based on PBL Handbook (Uniandes, 1998).

by financial reasons (Montoya Vargas, 2006). Against all odds, *Contract Law* remained a five-credit PBL course, albeit with much larger sections of 30 to 40 students, a situation that remains until today.

Research on the effectiveness of PBL in our School of Law has been rather scarce. One study from 2006 found that the students' perceptions on PBL were positive, with most of them highlighting how PBL made them think and act like a lawyer, encouraged them to learn autonomously, pushed them to conduct legal research, and helped them to better their legal writing (Montoya, 2006). Another, from 2012, found that PBL, while effective in developing hard skills, is weak in instilling ethical skills and empathy in students (Anzola, 2016). Despite the lack of scientific evidence on the impact of PBL, our students perform exceptionally well in standardized tests, and usually rank well in employer reputation polls (García & Ceballos, 2019).

1.4. PBL Cycle in the Contract Law Course PBL is the central methodology of the course. Almost every module (save two), which is between two to three weeks long, uses a case to trigger the teaching and learning of the contents and expected skills. There are five PBLs, and for each one we follow a cycle inspired by, but different from, the 1998 PBL Handbook and the Maastricht Seven-Step Model. Students work in groups of four people, agreed upon by the first week of classes through a teamwork contract they write and sign, and upload their work to a public webpage.

For each cycle, the groups assume a different role. For the first (preparatory contracts), students are mediators; for the second (sales contracts), they are advisors for *one party*; for the third (leasing contracts), they are litigators for *one party*; for the fourth (fiduciary contracts), they are litigators for *various parties*; and for the final one (distribu-

tion agreements), they are judges⁶. Each exercise is worth 7% of the final grade. Due to the uncommonly large size of a PBL course, the original seven-step scheme has been moderately altered to have only four cycles. An Applied *PBL Handbook for Contract Law* has since been in effect to describe our atypical model (Uniandes, 2022):

a. Step 1: First group approach to the problem: This first step is loosely based on the first five steps of the Maastricht model, and completion is expected on the first session of every module. In this session, the problem is read out loud, and students are expected to do a first brainstorming that leads to identifying the relevant facts and the legal issues. This session is student-directed; my role as a teacher is more marginal, although attentive to how the discussion ensues. Two students are appointed moderator and secretary. The moderator leads the discussion and appoints the right to speak. The secretary writes, either on the board or in an online collaborative document, the information as in [Table 1](#).

This first session is problematic for a number of reasons. The first issue is the lack of participation. As it is a large class, some students refuse to talk, and awkward silences are not uncommon. Another problem is lack of efficiency. Most of the time, this first session takes the last forty minutes of the meeting, so time is insufficient to even complete the list of facts. A third problem is that discussions often tend to drift away from the topics of the course. This is due to this session being the first on the module, and students have not yet been exposed to the minimum contents to solve the case. Although students are asked to *transfer* previous knowledge in the cell "What

⁶ In some semesters there is a sixth PBL on Financial Contracts and Securities, in which students wear the hats of transactional attorneys of two parties. Due to its nature, the cycle for this PBL is radically different from the previous ones: the first step consists of a negotiation between the parties (which takes two sessions), the second consists of the actual drafting of the contract outside the classroom, and the third is the presentation of the written contracts and a "signing ceremony," in which we also close the course as it is the last session together.

Questions	Possible Solutions, Discussion, Pros-cons	Conclusions
Question # 1 [for example: Which is the applicable law to the contract between Pedro and María?]	<p>Answer # 1 [for example: “Juan López, from Group 1: ‘The applicable law is the Commercial Code, due to...’. Groups 2 and 4 agree.”]</p> <p>Answer # 2 [for example: “Clara Lara, from Group 3: ‘Our group disagrees—the applicable law is the Civil Code, because...’ Group 5 agrees.”]</p> <p>Answer # 3 [for example: “Ana Sánchez, from Group 7: ‘We think that both Civil and Commercial codes apply, because there are two different contracts...’ Group 6 agrees.”]</p>	Conclusion to Question # 1 [for example: “The professor provided the following feedback... Although most groups agreed upon applying the Commercial Code, it is highly likely/unlikely that a judge does it because...”].
Question # 2 [and so forth]	[...]	[...]

Table 2. “Dénouement” Session Format sample. Source: Self-made.

do we know,” sometimes this can mislead them. Finally, a fourth problem has to do with legal issues. If there is enough time, students tend to follow a “more the merrier” approach when listing them, potentially misdirecting their research and answers. Due to these problems, this project is mainly centered in the first step, as I will show in [Section 2](#).

b. Step 2: Collaborative, self-directed work: This corresponds to the sixth step in the original Seven-Step Model. During this step, which takes place outside the classroom, students gather in groups, conduct research on the legal issues and topics they do not know yet, discuss and construe alternatives, and agree on the arguments to sustain them. This step is overlapped by the second (and in more complex modules, third and fourth) sessions of the module. The sessions are almost always lecture-based to allow a systematic and synthetic approach to the contents being studied due to the vast, and sometimes contradictory, available sources students may find, with some interactivities (i.e., open questions, debates, small gatherings).

c. Step 3: Precedent analysis: Roughly corresponding to the sixth step of Maastricht’s model, this step takes place in the third session of the module. In it, a group is in charge of presenting two relevant precedents to the class, analyzing them and pointing out how they may or may not apply to the PBL case. The methodology of this session is mainly oral and Socratic, in an attempt to emulate the first year, Langdellian-inspired⁷ law school courses in the

⁷ Named after Christopher Columbus Langdell, Dean at Harvard Law School in the 19th Century, who is credited for creating the modern Law School curriculum in the United States, and for shaping the Socratic Method as the primary way of learning how to think like a lawyer (Alton, 2010).

United States. The groups begin presenting the relevant facts, issues and considerations of the court, then either I or the audience poses them questions around their analysis of the case (i.e., How would you decide if you were the judge? Would your ruling be different had the facts been different? Why?). As with the first PBL session, two secretaries are appointed to summarize the discussion and conclusions.

d. Step 4: The ‘Dénouement’: The last session of the module, the seventh step in the original PBL model, is the presentation and solving of the case. This session is different by sections. Some professors follow a more freely participatory, student-directed, unstructured approach, whereas others (myself included) prefer a more structured, perhaps inquisitive, Socratic manner. In my section, the structure of the session revolves around four or five guiding questions, which do not necessarily correspond to the legal issues but are comprehensive enough to encompass them. In this session, two students are appointed secretaries, who fill out an online document summarizing the highlights and conclusions from the PBL as shown in [Table 2](#).

As opposed to the first session, this one is highly participatory. After the secretaries are appointed and the guiding questions are read out loud, we “cold call” a representative of a group to provide their answer. Although it can be criticized, the cold call helps students to be alert and improve their oral skills. The first answer to a question serves as the basis for a discussion, which most of the time ensues vigorously. After each question is covered, I ask the secretaries to read the conclusions they wrote up. The process repeats until all questions are answered. At the end (if there is enough time left), I ask students to verbally reflect on what they learned from

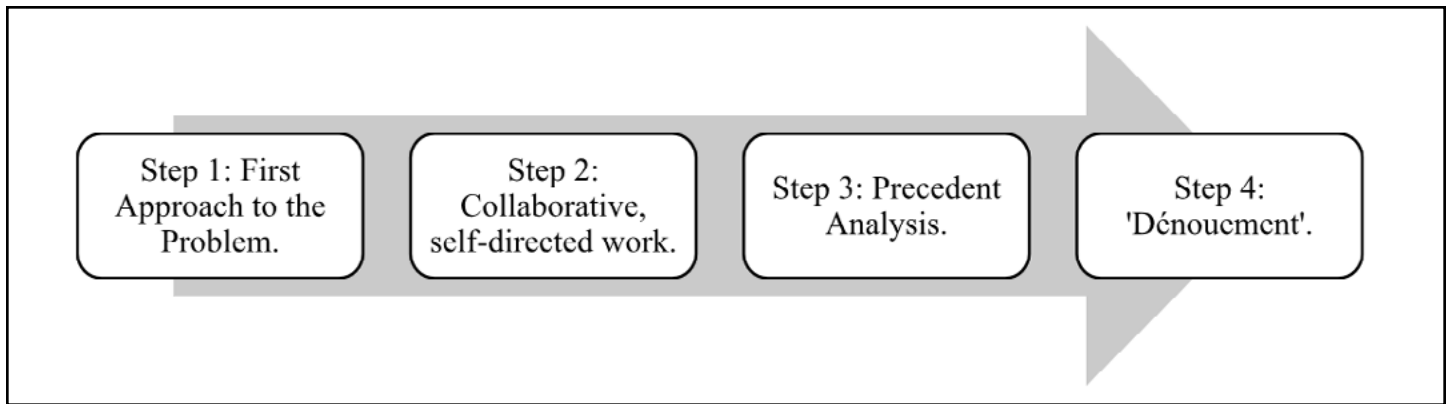


Figure 1. The PBL Cycle in the Contract Law Course. Source: Self-made based on the Applied PBL Handbook for Contract Law (2023).

the module, prompting them to consider what went well in the process, what went wrong, what should change or improve, etc. As it is a space for reflection, this project also focuses the session so students can reflect through *process writing*.

The two-to-three-week PBL cycle for each PBL case is shown in [Figure 1](#).

1.5. Quo Vadis, Contract Law? The 2023 Curricular Reform, Competencies and Experiential Learning

After 25 years, the undergraduate program of law underwent its second major curricular reform. It received its final approval by the Colombian Ministry of Education in July 2023 (Ministry of Education, 2023), and is expected to be offered by fall 2024. The reform proposes a new *competency-based* curriculum, with a focus on *experiential learning* throughout a nine-semester, 159-credit course plan. Some of the motivations for this reform were to innovate our education given current trends, to adapt it to fulfill societal needs⁸, and, most importantly, to abide by the national and institutional rules, which since 2017 mandate that every higher education program must be reformed and be competency-based.

The reform defines a competency as a combination of knowledge, theories, concepts (*know*), abilities, procedures, dexterities (*know-how*), values and attitudes (*be*), that permit a student to learn, work, and live better (School of Law, 2023). Six competencies were defined for the whole curriculum: legal reasoning, conflict management, legal research, ethical competency, global and intercultural vision, and interdisciplinarity. These competencies are developed and evidenced through *learning outcomes* presented by the students, such as texts, presentations, essays, portfolios, memoranda, videos, etc., which are not meant for measuring quality but for showing the students' *learning process* in a qualitative, holistic manner.

⁸ For example, globalization, attention to diversity, use of technologies, interdisciplinary approaches to law, and facing ethical challenges (IBA, 2020).

As a key point of a competency is the attitudinal one (or *be*), the reform focuses on David Kolb's (2014) *experiential learning* as an educational model. Kolb's model, shaped after contributions from John Dewey, Jean Piaget, Kurt Lewin and others, proposes that people learn from their concrete life experiences, the reflection upon them, and the adaptation to new and unknown experiences (Kolb, 2014; Dewey, 1916). According to Kolb (2014), learning happens in a four-moment cycle that may begin at any moment, and is iterative: (i) concrete experience, (ii) reflective observation; (iii) abstract conceptualization; and (iv) active experimentation. In a higher education environment, *Experiential Learning* may encompass several traditional and student-centered pedagogies (PBL, Projects, Simulations, Clinical Education, internships, and externships, *inter alia*). The biggest advantage of this model, in light of competencies, is that it is a means to learn *attitudes* through *reflective observation*. By it, the learner is expected to delve within his or her learning style, be conscious of his or her role in the learning process, and be self-aware of his or her difficulties.

In the curricular reform, this educational model is translated into two types of courses: *full experiential courses*, in which concrete life experiences different from the traditional classroom setting are the primary source of learning⁹, and *foundational courses*, in which learning mainly comes from classroom experiences. As both *must* aim for competency development, foundational courses should also pay attention to the four-moment cycle (especially reflective observation) and use student-centered pedagogies.

In the new course plan, *Contract Law* is a foundational course with a focus on developing *legal reasoning* and

⁹ Full Experiential Courses are: *Project 1, 2 and 3* (in semesters 1, 2 and 3), employing Project-Oriented Problem-Based Learning (PO-PBL) or the *Aalborg PBL Model* (different from Maastricht's); *Litigation 1 and 2* (semesters 4 and 5), a course that simulates various procedures and litigations; and *Legal Clinic 1, 2, 3 and 4* (last four semesters), in which students are expected to represent actual clients, either individuals or collectives.

conflict management as core competencies. It will now be a fifth semester course, with a three-credit workload, and a reduction of one hour of in-class instruction per week. The reform poses a challenge to professors, for not only the credits and time are reduced, but also because our syllabus must be more consciously oriented toward teaching *attitudes, experiential learning*, and student reflection. With this Project I address this challenge by making an early attempt to align my course with the new competency model, concretely the one on legal reasoning, and the reflective moment of experiential learning to instill attitudes, using WiTZ.

2. Methodology and design

This intervention used a Scholarship of Teaching and Learning (SoTL) approach, which is based on self-inquiry and improvement of teaching practices, through a scholarly lens and peer review (Trigwell, 2021). This approach is closely related to educational action-research, as both place the teacher as a researcher of his or her own practices, sharing their results, and ultimately improving education (Latorre, 2007). Thus, SoTL-based research like this includes identifying a pedagogical need (rationale), defining its key components, designing the intervention, implementing it, observing the results, and iterating it if viable. The data analysis is fundamentally qualitative, based on the key categories defined below.

2.1. Rationale I have two main goals with this Project. The first goal is to align my *Contract Law* course to the competency-based, experiential learning-modeled new curriculum of the School of Law of Uniandes, and concretely to the competency of *legal reasoning*. The reasons to aim for this are explained above.

The second goal is to test WiTZ, as an informal writing pedagogy, as a tool to help students to spot or identify the central legal issue of a complex PBL case, and to develop a reflective attitude toward their own learning process. Both *spotting and reflecting* are the *know-how and be* from the legal reasoning competency. As said before, I have noticed that students struggle to identify the central legal issue of a PBL case, and they tend to use a “the more the merrier” strategy in which they write many potential issues that are marginal or not even problematic at all, affecting their legal reasoning. Also, I have noticed that, due to the high workload of the course, the students rarely take the time to reflect on their own learning, and even less, to write about it.

2.2. Key Categories The hypothesis I want to claim is rooted in three key categories of analysis: legal reasoning in contract law (a); the specific components of identifying the central legal issue of a Contract Law case (b) and reflecting on the process (c).

a. Competency of Legal Reasoning (Argumentation and Communication): According to the curricular reform, a student is competent in legal reasoning when he or she, amongst other things¹⁰:

Proposes solutions to *legal issues* from a clear legal standpoint [integrating, legal concepts and rules], acknowledging social values and the needs of the client. [...]

Constructs solid oral and written arguments [...], paying attention to his or her audience and his or her role. [...]

In their comprehension of the Law, its application and problem-solving, he or she recognizes and respects diverse opinions, and is *conscious and responsible for their learning* and decisions. (School of Law, 2022, 13).

As per this definition, *legal reasoning* in contract law can be disaggregated into the three essential components of a competency: *know's, know-how's, and be's*. [Table 3](#) shows this, highlighting the components of this Project.

b. Identifying the central legal issue of a contract law case¹¹: Identifying the central legal issue of a case is pivotal for the development of legal reasoning, not only in contract law but in all legal subjects that involve problem-solving. A legal issue is a question that shows a tension between legal principles or rules, present in a given set of relevant facts, and whose answer must be constructed as it is *not* explicit in statutes, case law or regulations (Lopez Medi-

¹⁰ The actual text of the competency is much larger, but for the purposes of the project I am focusing on these excerpts. Here is the complete text in English (Chat GPT):

“A student is competent in legal reasoning when he or she integrates legal concepts, institutions, principles, and rules, relating them to various theoretical and practical approaches to the law. At the same time, he or she understands that professional practice is guided by a vision of the law. He or she is aware that the law impacts and is influenced by social phenomena and, to that extent, proposes solutions acknowledging social values and the needs of the client, and be critical.

He or she understands various techniques of interpretation, argumentation, and forms of written and oral legal communication. He or she understands the purposes of argumentation in different spaces in which it takes place. He or she constructs solid oral and written arguments paying attention to his or her audience and his or her role. Likewise, he or she is aware of the harmful effects unethical arguments might have.

He or she understands that his or her opinion may be controversial, defends its point of view, anticipates counterarguments that enrich and refine its discourse. He or she uses these skills to achieve meaningful agreements. In their comprehension of the Law, its application and problem-solving, he or she recognizes and respects diverse opinions, and is conscious and responsible for their learning and decisions.”

¹¹ Although I originally wanted to do the project on every component, I was strongly advised not to do so due to time constraints and viability.

Legal reasoning in Contract Law

Know's (contents, rules, principles, theories...)	Know-how's (skills, procedures, techniques...)	Be's (attitudes, values).
<p><i>Students will know:</i></p> <ul style="list-style-type: none"> • Legal rules and principles from various types of Contracts (Black Letter law). • How these rules have been interpreted by Courts and Doctrine. 	<p><i>Students will know how to:</i></p> <ul style="list-style-type: none"> • Identify the central legal issue of a Contract Law case. • Synthesize relevant legal facts from a set of given facts. • Transfer previous legal knowledge to new and unknown situations. • Define the applicable law to a Contract Law case. • Interpret Contracts, Statutes or Rulings on Contract Law. • Argue for applying one or more interpretations to a Contract Law case, given the role, needs and viability. • Write and talk precisely and coherently. 	<p><i>Students will develop:</i></p> <ul style="list-style-type: none"> • Reflective attitudes over their learning and decisions. • Collaboration, autonomous learning, and teamwork. • Empathy and respect for diverse opinions.

Table 3. Competency of Legal Reasoning and its elements in the Contract Law course. Components that are part of this Project are bolded. Source: Self-made.

na, 2006). Identifying the central legal issue is akin to writing a research question: it determines the key contents students should focus on, the relevant legal sources and interpretations, and the hypothesis that can be tested. A case can involve several legal issues, but most of the time only one or two are the *central* ones. By *central* I mean the issue from which all other possible problems derive, whose answer conditions the rest of the legal argumentation. As the first and foremost *know-how* component of legal reasoning, the project aims to facilitate students to be able to perform it.

A legal issue has two components: *factual*, and *legal*. The factual component relates to the relevant facts *just as they happened, without legal labels*. This is important as facts determine whether the answer to the issue can apply to a similar case. The legal component consists of hypothetical legal rules or principles that might apply to the relevant facts. Consider for example this set of facts: Marta leases Tomas' apartment for US \$400 each month, for an indefinite duration. Marta refurbishes the apartment to fix a leaking pipe, remove carpets, exterminate pests, and install a new air conditioner, spending more than US \$6,000. Marta always pays her rent on time. After four years, Tomas sends a notice to Marta demanding she leave the apartment the next day without reason, saying he will not reimburse her the \$6,000 after she leaves. Marta refuses to leave, as she thinks Tomas is not providing enough reason and she has nowhere to go or

to store her furniture. She comes asking for advice. What is the central legal issue?

To identify the factual and legal components, there are three *know-how's* that need to be followed: (i) narrowing and summarizing the relevant facts, a step that is vital in long, complex cases; (ii) identifying the *most important of the relevant facts* considering the role, urgency and viability (i.e., Marta not wanting to leave the next day, because she needs a house and Tomas is not giving a valid reason); and (iii) brainstorming and transferring all possible legal rules or principles that may apply to the most important fact (i.e., abuse of rights). After following these steps, the central legal issue is ready to be written. In our example, it would be: *Is the landlord abusing his/her contractual rights, according to article 830 of the Commercial Code, if he/she asks the tenant to leave the leased apartment the next day with no reason, and the tenant does not have anywhere else to go or to store his/her furniture?* Note that the issue will determine whether Maria should leave the next day (the most urgent matter for her), and not whether she can reclaim the \$6,000, a secondary issue should the answer to the first be yes.

c. Reflecting on the process of identifying the central legal issue of a case: This category is the main *be* of legal reasoning. As said before, every competency has an attitudinal component which, in contract law at least, has not yet been taught nor addressed. Proving we instill this reflective attitude in students is central to evidencing the

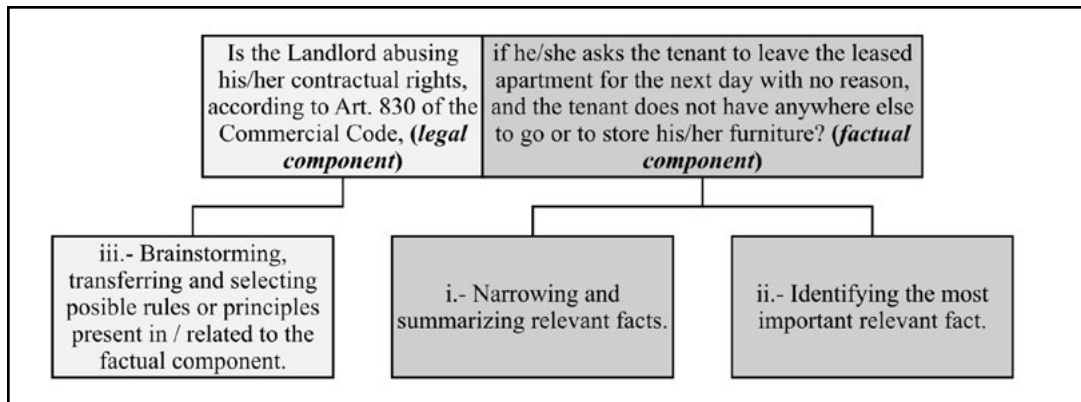


Figure 2. Identifying the central legal issue of a Contract Law case and its factual and legal components: know-how's to be followed. Source: Self-made.

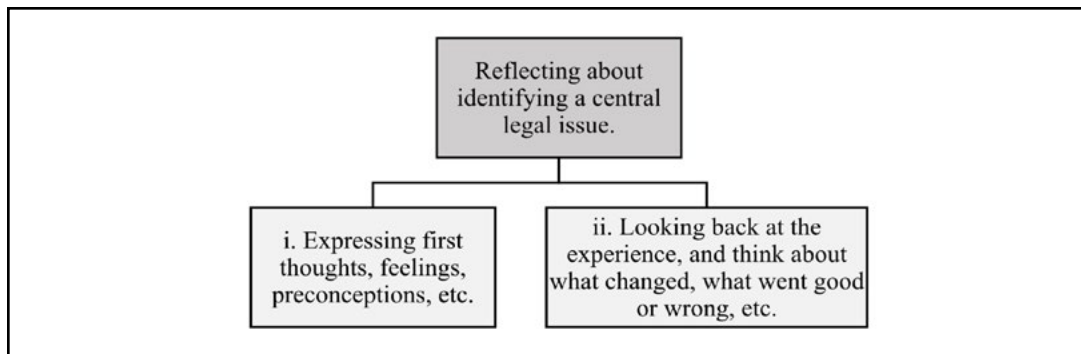


Figure 3. Reflecting about the process of identifying a central legal issue: moments. Source: Self-made.

full scope of legal reasoning as a competency. Based on Kolb's (2014) experiential learning cycle, this category corresponds to the moment of *reflective observation* in which learners look back at the lived experience, let their voices speak about how their perceptions, preconceptions or judgements changed or stayed the same over a lived experience.

In this project, the experience is solving the PBL Case, and the reflection is to be done both (i) *before*, by expressing their first thoughts on the case, feelings, preconceptions, or intuitions; and (ii) *at the end* of the process by doing a reflective observation.

2.3. Writing in The Zones: Prompts and Design To achieve these goals, I chose WITZ as a writing-based pedagogy because it is aligned to the idea of competency and its three components. As I learned during my two-year experience at the CLASP Fellows Program, writing-based pedagogies prompt students to slow down their thoughts and think more carefully (Vilardi, 2009), both undoubtedly related to competency-based learning. According to Bard College Institute for Writing and Thinking (IWT), WITZ (or *Writing to Read in The Zones*):

[I]s an adaptable activity that invites students to examine a text from several angles and to spatially

organize their thinking on the page [and] [i]t is designed to help students distill a central takeaway point, which can become the point of departure for a more formal piece of writing." (Bard IWT, 2023, 171).

WITZ is an *informal piece of writing*. It is meant for helping students prepare a later formal piece of writing, which is the PBL *rapport* or resolution of the case. By being informal, students tend to open themselves more easily, and foster "probative, speculative, generative thinking..." (Bard IWT, 2023, 153). It is adaptable, meaning that it can combine free writing, focused freewriting and process writing, profiting from each of them. In general, as per Bard IWT, "[i]ts basic purpose is to help students to become independent, active learners by creating themselves the language essential to their personal understanding," as well as developing "abilities [...] methods [...] knowledges [...] communal learning [...] capacities for learning," and, more importantly, "attitudes" (Bard IWT, 2023, 153). [Table 4](#) summarizes what informal writing can help students to achieve.

As [Table 4](#) presents, informal writing (including WITZ) clearly aims to develop competencies. In the *Contract Law* course, and speaking legal reasoning-wise, it helps students develop all the above *knows*, *know-hows* and *be's*, especially those bolded: summarize information,

What Does Informal Writing (WITZ included) Help Students to Develop?

Abilities (<i>know-how</i>)	"[D]efine, classify, summarize, to question , to deconstruct complex patterns, to generate evaluation criteria, to establish inferences, to imagine hypotheses, to analyze problems, to identify procedures."
Methods (<i>know-how</i>)	"[M]ethods of close, inquisitive, reactive reading ; recording and reporting data; organizing and structuring data into generalizations; of formulating theories ; recognizing and applying methods."
Knowledge (<i>know</i>)	"[K]nowledge about central concepts in a course, but also, for example knowledge about one's own problem-solving , thinking, language, learning [...]."
Attitudes (<i>be</i>)	"[A]ttitudes toward learning, knowing oneself and one's work, toward mistakes and errors; toward the knowledge and opinions of others [...]."
Communal learning (<i>be</i>)	"[E]ncouraging [...] open exploration and discovery in a community of inquiry, rather than isolated competition, to promote connected, not separated, teaching and learning [...]."
Capacities for learning (<i>competency as a whole</i>)	"[Q]uestion, to create problems (as well as solutions) , to wonder, to think for oneself while working with others." (Bard IWT, 2023, 153).

Table 4. What Does Informal Writing (WITZ included) Help Students to Develop? Source: Transcriptions from Bard IWT, 2023, 153.e.

reactive reading, formulating theories, identifying central concepts of contract law, helping students know how they learn and how they think about it. The parallel with the process of identifying the central legal issue of a PBL case, shown in [Figure 2](#), is evident.

As it is an adaptable activity, the WITZ of this project is especially designed to help students identify the central legal issue of a PBL case and reflect on it. To that end, the prompts for each zone correspond to *focused freewriting*, and *process writing*. In Nicole Wallack's words, focused freewriting "creates a space for [informal] writing and thinking [...] [while] purposefully shape[s] the content—and frequently the form—of writer's responses" (Wallack, 2009, 28). Process writing, on that same line, is a form of focused freewriting in which students "step back from an activity and assess how that activity is going [...] to identify and overcome obstacles [...] [and to gain] deeper understanding" (Guy Jr., 2009, 53). My prompt design for the WITZ is thus in close alignment with these two types of informal writing, the proposed prompt categories for focused freewriting, and more importantly, to the *know how's* necessary to identify the central legal issue of a case (see [Figure 2](#)).

It is worth mentioning that I asked students to hand-write¹².

¹² During our CLASP Fellows Program's (2021-2023) first in-person meeting in Vienna (April 2nd to 8th, 2022), we had a conversation regarding the benefits of handwriting in intensive-writing teaching and reflection. One takeaway stayed in my mind: by handwriting one can slow down one's thoughts, think more carefully about the selection of words, syntax, and orthography (as one does not have the "delete" button), and remember better.

a. Zone 1 – First thoughts or ideas: In this Zone, students are expected to "initiate their relationship with the [PBL Case] [...] attend to a text's specific language and content as part of their first encounter with it, as well as to their own thoughts, questions and experiences" (Wallack, 2009, 32). The prompt I crafted to that end was:

Please take a minute to write down all your first thoughts, impressions, questions or sensations after reading the case.

With it, I also direct them to develop a reactive, inquisitive method to approach the narrative of the case, which may be biased, presented in a comedic fashion, be ambiguous or simply be fragmented in different sources, like a legal file. In other words, this zone constitutes the initial step for *reflecting about the process* of identifying a central legal issue.

b. Zone 2 – Synthesis: In the second zone, I prompt students to summarize the relevant facts in a maximum of eight to ten lines. Although it does not correspond to a specific prompt category, it does aim to develop the ability to summarize and select relevant information. When practicing the Law, summarizing information is key. Clients often either tell their whole life to the counselor before addressing their main issue, or bring as much papers and folders as they can. To identify a central legal issue, then, lawyers must filter marginal information and focus on the essentials: who are the parties involved? What contracts or promises were made? What was the conflict about? What are the parties' allegations? As such, the prompt for this zone was:

Please take three minutes to write down your own summary of what you just read and what stuck in your mind as relevant in no more than eight lines. Please

consider at least who the parties are, what contracts or promises were made, what the conflict was about, and what the allegations were, if any.

c. *Zone 3 – Believe and doubt:* This zone's prompt is loosely based in the "believing and doubting" prompt category, by which it "drives readers to imagine the text as an interlocutor [...] provide fuller reasons for their first impressions and initial interpretations of the text" (Wallack, 2009, 32). Here, I push my students to go back to the text and select an excerpt they think is crucial to the case, and to explain why based on urgency, role, viability, and even ethics. By asking them this, they must have to decide on what information they *believe* determines the fate of the solution, while also considering what are their own limitations in solving it (*doubting*)¹³. In the process of identifying the central legal issue of a case, this prompt helps students get the *factual component of the central legal issue*. The prompt was:

Now please take a minute to look back at the original case and select a phrase, sentence or paragraph that you strongly think is crucial to resolve the case, based on urgency, needs of the client, viability, ethic limitations, and all other aspects you think determine the fate of your work. Then, in two minutes explain why you chose it, including the potential limitations you considered.

d. *Zone 4 – Brainstorming and transferring knowledge:* According to Robert E. Haskell (2000), transfer is the way "previous learning influences current and future learning, and how past or current learning is applied or adapted to similar or novel situations" (23). With this prompt, I want students to bring all their previous and current legal knowledge and to relate them with the factual component they just wrote in Zone 3. As *Contract Law* is a sixth semester course, I am confident that students already have plenty of previous legal knowledge and academic experience to apply.

I must admit this can be a tricky zone, as students can bring whatever legal notion that pops up in their minds even if it is not necessarily related to the case¹⁴. This risk, however, is no impediment for the purpose of the exercise, as I am focusing more on *know-how's* and *be's* rather than on pure knowledge. As students gather in groups, the brainstorming is shared, and students have the chance to rethink this list or change it altogether. In fact, if students do so, it could be useful for his or her

¹³ This was perhaps the hardest prompt to write, as I wanted students to consider practical aspects which might narrow their creativity.

¹⁴ Fortunately, as seen in the results, this was not the case.

reflection on the process in Zone 6, so it is actually desirable that students brainstorm without constraints. The prompt was simple:

Please list down all legal principles, rules or concepts you think are related to the facts you summarized in Zone 2, and most importantly, in the crucial information you spotted in Zone 3. Please also make sure to write where you learned if you happen to remember. Take two minutes for this

From this list, students must select the legal component of the central legal issue.

e. *Zone 5 – The central legal issue:* The fifth zone is finally writing down the central legal issue. By this, I expect students to merge the crucial information in Zone 3, and the relevant legal concept from Zone 4, into one question, based on the structure shown in [Figure 2](#). The prompt was:

Now please take three minutes to write down the central legal issue of the case, combining what you wrote both in Zones 3 and 4, in a yes or no question.

f. *Zone 6 – Process writing:* This Zone is to be written *after the PBL case's dénouement*, so students were asked to leave it blank. The zone asks students to "step back and evaluate [their] progress [in] completing [a] complex intellectual task" (Guy Jr., 2009, 53) such as solving the case. In doing so, students do *reflective observation*, a key step in *experiential learning*, and they develop a reflective attitude related to the competency of *legal reasoning*. The prompt was:

Now that the module is over and that you and your group have solved the PBL case, please look back at everything you wrote in this exercise. Please take three minutes to write down all your thoughts regarding the process you have lived: Have your ideas, preconceptions or thoughts changed? What went well and what went wrong? Did you feel comfortable? What do you need to improve for the next PBL cycle? Was the legal issue you wrote similar to your group's?

All the prompts and their goals are summarized in [Table 5](#). The final format is shown in [Figure 4](#).

Prompt	Goal
Zone 1 - First thoughts or ideas: <i>"Please take a minute to write down all your first thoughts, impressions, questions or sensations after reading the case."</i>	To develop a reflective attitude on a contract law case that has just been read, and upon which a central legal issue is yet to be identified (<i>be</i>).
Zone 2 – Synthesis: <i>"Please take three minutes to write down your own summary of what you just read and what stuck in your mind as relevant in no more than eight lines. Please consider at least who are the parties, what contracts or promises were made, what the conflict was about, and what the allegations were, if any."</i>	To develop the ability to summarize relevant information about the case (<i>know-how</i>).
Zone 3 - Believe and doubt: <i>"Now please take a minute to look back at the original case and select a phrase, sentence or paragraph that you strongly think is crucial to resolve the case, based on urgency, needs of the client, viability, ethic limitations, and all other aspects you think determine the fate of your work. Then, in two minutes explain why you chose it, including the potential limitations you considered."</i>	To develop the ability to select the most relevant information considering risks, urgency, client or third party's needs (<i>know-how</i>)
Zone 4 - Brainstorming and transferring knowledge: <i>"Please list down all legal principles, rules or concepts you think are related to the facts you summarized in Zone 2, and most importantly, in the crucial information you spotted in Zone 3. Please also make sure to write where you learned if you happen to remember. Take two minutes for this."</i>	To develop the ability to transfer current or previous legal knowledge related to the case (<i>know-how</i>).
Zone 5 – The central legal issue: <i>"Now please take three minutes to write down the central legal issue of the case, combining what you wrote both in Zones 3 and 4, in a yes or no question."</i>	To develop the ability to identify the central legal issue of a Contract Law case (<i>know-how as a whole</i>).
Zone 6 – Process writing: <i>"Now that the module is over and that you and your group have solved the PBL case, please look back at everything you wrote in this exercise. Please take three minutes to write down all your thoughts regarding the process you have experienced: Have your ideas, preconceptions or thoughts changed? What went well and what went wrong? Did you feel comfortable? What do you need to improve for the next PBL cycle? Was the legal issue you wrote similar to your group's?"</i>	To develop a reflective attitude about the previous process of identifying a central legal issue of a case (<i>be</i>).

Table 5. Contract Law course's WiTZ prompts and goals. Source: Self-made based on Wallack's taxonomy (2009).

<p>Zone 2 – Synthesis: “Please take three minutes to write down your own summary of what you just read and what stuck to your mind as relevant in no more than eight lines. Please consider at least who are the parties, what contracts or promises were made, what the conflict was about, and what the allegations were, if any.”</p>	<p>Zone 1 - First thoughts or ideas: “Please take one minute to write down all your first thoughts, impressions, questions or sensations after reading the case.”</p>	<p>Zone 3 - Believe and doubt: “Now please take one minute to look back at the original case and select a phrase, sentence or paragraph that you strongly think is crucial to resolve the case, based on urgency, needs of the client, viability, ethic limitations, and all other aspects you think determine the fate of your work. Then, in two minutes explain why you chose it, including the potential limitations you considered.”</p>
<p>Zone 6 – Process writing: NOTE: PLEASE LEAVE THIS ZONE BLANK FOR THE LAST PBL SESSION: “Now that the module is over and that you and you group have solved the PBL case, please look back at everything you wrote in this exercise. Please take three minutes to write down all your thoughts regarding the process you have lived: Have your ideas, preconceptions or thoughts changed? What went well and what went wrong? Did you feel comfortable? What do you need to improve for the next PBL cycle? Was the legal issue you wrote similar to your group’s?”</p>	<p>Zone 5 – The central legal issue: “Now please take three minutes to write down the central legal issue of the case, combining what you wrote both in Zones 3 and 4, in a yes or no question.”</p>	<p>Zone 4 - Brainstorming and transferring knowledge: “Please list down all legal principles, rules or concepts you think are related to the facts you summarized in Zone 2, and most importantly, in the crucial information you spotted in Zone 3. Please also make sure to write where you learned if you happen to remember. Take two minutes for this.”</p>

Figure 4. Contract Law course’s WITZ Format. Source: Self-made based on IWT (2023).

The WITZ format is showcased in [Figure 4](#). Zone 1 and 5 (reflection-prompts) are shown in the rectangles above and below. Zones 2, 3, 4 and 6 (spotting the legal issue-prompts) are in the remaining spaces.

2.4. Sequence The WITZ was implemented twice during the sixteen-week Spring term of 2023 in the second and sixth weeks. Each of these exercises took place in the first and last session of two PBL cycles, preparatory contracts and leasing contracts.

a. First session – First approach to the PBL case: To address the lack of time at the end of the first PBL session, I rearranged the agenda so that the first thirty minutes of the first PBL session were exclusively dedicated to reading the case out loud and doing the WITZ exercise from Zones 1 to 5. Then, I introduced the subject in forty-five minutes. In the last thirty minutes, I asked the students to gather in small groups of maximum 10 people, in which they had to appoint a moderator, a secretary and a timekeeper, and share their responses out loud, while the secretary filled out the format shown in [Table 1](#).

b. Last session – The ‘dénouement’: The first one hour and thirty minutes happened exactly as before the intervention (see [Table 2](#).) In the last twenty minutes I prompted the students to fill out Zone 6, and to read out loud their responses to the class.

2.5. Data The intervention took place in the Spring term of 2023, in my Contract Law course.

a. Population and demographics: The 2023 Spring term began with 39 students enrolled, but only **34** stayed until the end. 21 students were female and 13 were male.

Based on data from the institutional database Banner, 62.96% of them were in their sixth, seventh, or eighth semester, and the remaining 37.04% were in their ninth semester or above. 81.48% were majoring in law, whereas 11.11% were majoring in social sciences, and 7.41% in economics. Their average Grade Point Average (GPA) was 4.26 over 5.00.

Concept	Number	Share
Total class size	34	100%
Students who gave consent to share their WITZ responses	12	35.3%
Students who submitted their first WITZ exercise	16	47.05%
Students who submitted their second WITZ exercise (all of them gave consent)	7	20.5%
Total sample size for WITZ exercises	7	20.5%

Table 6. WITZ Format Sample Size. Source: Self-made.

b. Data Source 1: WITZ Formats: Before the very first PBL session with a WITZ exercise, I asked students for permission to collect their formats and use their responses through an online form ([Appendix A](#)). Only **12** out of **34** students agreed to share their responses on the format, so it roughly corresponds to a sample of 35.3% of the course. Curiously, for the first WITZ exercise, **16** people submitted their responses (**47.05%** out of 34 students), but for the second, only **7** did so (**20.58%**). Thus, to comply with the students’ consent, **14 exercises from 7**

students were analyzed, equivalent to 20.58% of the class (see Appendix folders [B](#) and [C](#).)

c. Data Source 2: WiTZ Survey: At the very end of the spring term, I sent the students a survey on Microsoft Forms especially designed to measure their perceptions on WiTZ and its goals. Out of the remaining 34 students, 16 answered the survey, meaning a share of **47.06%** of the total class size. The survey and responses are shown in [Appendix D¹⁵](#).

d. Data analysis: The data was gathered in an online Google Drive folder, which only I could access. Once the data was collected and organized, I used several methods to analyze the data. For the WiTZ formats I used two methods: for the first category (identifying the central legal issue) I designed a three-level qualitative rubric to analyze the student’s response to Zone 5, shown in [Table 7](#). For the second category, I read every response and classified them on whether they centered around merely disciplinary or metacognitive aspects. For the WiTZ Survey, I used the direct data provided by respondents in the Microsoft Forms format. For the discussion, I did a *meth-*

¹⁵ For a detailed view of the results, please click [here](#).

od triangulation to identify common patterns in the data and draw the observations shown below (Flick, 2004).

3. Results

I will analyze category 2 (identifying the central legal issue as a *know-how*) and 3 (*reflecting as a be*), and then I will look for the findings regarding *legal reasoning* as a whole competency.

3.1. Category 2: Identifying the Central Legal Issue ('know-how')

3.1.1. WiTZ Formats For this category, the results were extracted from the WiTZ formats, specifically from Zone 5 (*identifying the central legal issue*). To analyze these exercises, I designed a rubric to classify their responses to Zone 5 according to their performance. The rubric had 3 levels of performance: (i) *beginner*, where the student identifies a legal question that does not correspond to a legal issue; (ii) *intermediate*, where the student identifies a legal issue but it either does not contain enough factual or legal components, or it is not *central*; and (iii) *advanced*, where the student identifies the central legal issue of the case, with all its components.

Beginner’s level	Intermediate level	Advanced level
<p>The student identifies a legal question that does not correspond to the central legal issue, either because:</p> <ul style="list-style-type: none"> • Its answer is directly written on statutes, case law or regulations, • It is merely a conceptual question, meaning it lacks factual components, or • It is merely a factual question, meaning it lacks legal components. 	<p>The student identifies a legal issue with both factual and legal components, but it either:</p> <ul style="list-style-type: none"> • does not contain a precise, semi-abstract¹⁶, factual element, or • assumes a problematic legal component as true or as part of the factual element¹⁷, or • does not contain a precise legal component related to the factual component, or • It is not the central legal issue, as it does not consider urgency, needs or role. 	<p>The student identifies the central legal issue of the case, with all its components (factual and legal), according to the provided definition in Figure 2.</p>

Table 7. WiTZ data analysis rubric. Source: Self-made.

¹⁶ By semi-abstract we mean not providing given names, as it renders the issue inapplicable to any analogous case. (For example: Did Luis and María enter into a leasing contract if the latter made an offer and the former said yes, but only with the condition not-to evict in case of defaulting? In order to be semi-abstract, the given names should be dropped.)

¹⁷ For instance: “Is the buyer obligated to pay damages to a seller when she has breached the contract due to lack of payment?” This legal issue assumes in the factual element that the buyer has already breached the contract, a question that is problematic in itself.

a. *First WITZ exercise (second week):* As previously stated, the topic for this exercise was *preparatory contracts*. The PBL case was named “*Unfulfilled Promises?*” and aimed for students to analyze the full effectiveness of a *promise-to-sell contract* in which one of the parties alleged he had entered into, while the other alleged otherwise. Students had to act as mediators between the two parties. The case’s narrative follows below (to see the full Spanish and English version, see [Appendix E](#)).

Module 1 PBL Case: Preparatory Contracts

Unfulfilled Promises?

Jorge and María are a married couple of merchants who, much to their regret, live in different cities: Jorge lives in Cali and María lives in Bogotá. However, they meet once a month in Pereira to keep the flame of their relationship alive.

Due to the fierce competition with wholesale chains and the need to obtain some money to import new goods for resale, on August 3, 2022, Jorge verbally proposed to María that she purchased his apartment in Cali, which is currently under foreclosure. María responded that she would buy the apartment as soon as she sold an order of merchandise she had in Bogotá.

Trusting in his wife’s word, the following Monday Jorge took a loan from “La Solidaria” Cooperative Agency, convinced that María would buy him his apartment. Jorge thought he would repay the loan, due in five weeks, with the money paid by María.

In the next meeting with María, and due to the delay in selling her apartment, she informed Jorge that she had spent the money from the sale of her merchandise on buying appliances, so she couldn’t pay for the apartment as agreed. Jorge overlooked the incident and obtained a new loan from a loan shark, with an interest rate bordering on usury, to repay the loan with “La Solidaria”.

Jorge made a new offer to sell the apartment to María through a certified mail letter sent on September 8, 2022. Therein, he said that if María accepted, he would sell her the apartment “number 401 on Roosevelt Avenue with 20th street in Cali, from the ‘Los Tulipanes’ building, for a price in American dollars to be determined by the official exchange rate of the day the Sale Contract Deed was signed.” The document also stated that the “Deed is to be signed before

a Notary Public in the city of Cartago, Valle, no later than twenty days after the date of acceptance of this letter.” Finally, the letter set an eight-day response period, which started from the date of emission.

Five days later, Jorge received a WhatsApp message from María, in which she accepted the offer but requested that the meeting took place in Armenia, so that the Sales Deed could be signed there. Jorge verbally agreed to this through a phone call with his wife.

Fifteen days after María’s WhatsApp message, Jorge showed up at the 1st Notary Public of Armenia. However, after waiting for her from 8am to 5pm, Jorge left broken-hearted, as María didn’t show up or call him.

Desperate, Jorge hired a lawyer to file for two legal procedures against María (i) for divorce; and (ii) for specific performance to sign the Sales Deed based on the breach of an “existent and valid promise-to-sell contract” between him and María, including the payment of expectation damages caused by her breaches in August and September.

María, in turn, hired a lawyer and informed Jorge that she was not obliged to fulfill any promise contract since it was nonexistent. Similarly, she denied having the obligation to pay damages.

Upon this disagreement, the case is submitted to your consideration as a legal mediator. For this purpose, you must draft a legal opinion in which you ought to identify and resolve the central legal issue, evaluate the parties’ arguments, and propose settlement formulas.

The central legal issue had to do with establishing whether the parties had entered into a *fully effective promise-to-sell contract* based on oral conversations, WhatsApp messages, phone calls, and certified mail, whether one of them had breached the contract by not signing the final sales contract, and whether they could settle the dispute, considering that one of the parties had relied on the other’s word and spent money.

After reading the student’s response to Zone 5, and according to the rubric, I found that **4 out of 7 reached an intermediate level (57.14% of sample), while 3 achieved a beginner’s level (42.86% of sample)**. The consolidated rubric is in [Appendix B](#). The main observations from these exercises are summarized as follows:

i) *Some questions are not legal issues at all:* The beginner's level's issues tend not to follow what a legal issue is, particularly because either their answers are explicitly stated in the law, or because they are merely factual or conceptual questions. An example of a question that has an explicit answer is the one provided by Student 5, while merely conceptual and factual questions were written by Students 2 and 3. They are shown in [Table 8](#).

Comment	WiTZ Zone 5 Answer (<i>Central legal issue</i>)
Question whose answer is explicit in the law (Art. 14, Ley 527/99.) ¹⁸	Student 5: "Taking into account that the acceptance of the offer was expressed digitally, does this acceptance mechanism have legal validity to be understood as an expressed consent? " ¹⁹
Conceptual question (barely any factual component.)	Student 2: "Is a verbal promise contract legally existent? If so, is there civil liability for non-compliance?" ²⁰
Factual question (barely any legal component.)	Student 3: "Was there a pre-contract between María and Jorge? Taking into account the elements of the case." ²¹

Table 8. Examples of questions that are not legal issues. Source: Self-made based on First WiTZ answers

18 As it is written, the question is answered in Article 14 of Ley 527/1999, that states: "[i]n the formation of the contract, unless there is an explicit agreement between the parties, the offer and its acceptance may be expressed through a data message. The validity or binding force of a contract will not be denied solely on the grounds that one or more data messages were used in its formation."

19 In original Spanish: Teniendo en cuenta que la aceptación de la oferta se expresó por vía digital, ¿este mecanismo de aceptación cuenta con la validez jurídica para entenderse como una voluntad expresada?

20 Original in Spanish: ¿Es existente un contrato de promesa de compraventa de bien inmueble que fue realizado verbalmente? En caso de que la respuesta sea afirmativa, ¿hay lugar a la responsabilidad civil por incumplimiento?

21 In original Spanish: ¿Hubo un precontrato entre María y Jorge? Teniendo en cuenta los elementos del caso.

(ii) *Most issues lack precision in their factual components:* The most common observation is that the majority of the written issues have factual components that are either too vague or that assume problematic legal consequences as true. As seen in [Section 3](#), imprecise factual elements make the issue very abstract, so its answer may not be applicable to analogous cases. On the other hand, assuming problematic legal components as a given fact is sensible, as it can lead students to completely bypass its analysis. In [Table 9](#), two examples show these weaknesses.

Comment	WiTZ Zone 5 Answer (<i>Central legal issue</i>)
Vague factual component (which conditions and elements? Which electronic means?)	Student 7: "Is a promise-to-sale contract fully effective when the parties agreed on its conditions and elements via electronic means? " ²²
Assumes a problematic legal component as a given fact (in this case, that there had been an acceptance even though Maria gave a conditional response.)	Student 5: " Taking into account that the acceptance of the offer was expressed digitally, does this acceptance mechanism have legal validity to be understood as an expressed consent?"

Table 9. Examples of questions or issues with vague factual components, or problematic legal components as given facts. Source: Self-made based on First WiTZ responses

22 In original Spanish: ¿Es eficaz un contrato de promesa de compraventa en el que las partes por medios electrónicos acordaron las condiciones y elementos del mismo?"

(iii) *A particular issue was well construed and contained its elements, but it was probably not the central one:* Student 4 wrote a very interesting issue which contained all its elements in a relatively complete manner. However, rather than the central legal issue, it was probably not the central one as it questioned *pre-contractual liability* instead of the contractual liability one of the parties is demanding. (see [Table 10](#)).

Legal issue that is not the central

Student 4: “Does **pre-contractual liability** arise from not complying with an agreement to carry out a sale considering that said agreement is not in written form or signed by both parties?”²³

Table 10. Legal issues that were not central. Source: Self-made based on First WITZ responses.

23 In original Spanish: ¿Es eficaz un contrato de promesa de compraventa en el que las partes por medios electrónicos acordaron las condiciones y elementos del mismo?”

(iv) All students wrote thoughtful responses to Zones 2, 3 and 4: Aside from looking just at Zone 5, I read all seven student’s responses to Zones 2, 3 and 4. The common observation is that everybody wrote thoughtful and coherent responses, showing they took the exercise seriously. Even students who wrote a beginner level issue responded to the prompts just as I expected them to respond. A noteworthy example is Student 2, who showed very good skill for synthesizing, believing and doubting, and transferring knowledge despite writing a rather obvious issue:

Zone 2 - Synthesis: Maria agreed to buy Jorge’s apartment as soon as she had some money; this apartment was under foreclosure. Jorge took out a loan trusting that Maria would fulfill her promise, but she didn’t. Jorge made a new offer, which she accepted, but she did not show up at the notary. Jorge demands compensation and specific performance of the promise contract.

Zone 3 – Believe and doubt: Jorge found himself compelled to demand the performance of a promise-to-sell-contract and to request the payment of damages. This section is crucial [believe] for resolving the case because it indicates the elements that must be analyzed, namely: 1. whether there is a promise contract considering the facts, and 2. whether there is a basis for damages.

Zone 4 – Brainstorming and Transferring Knowledge: 1. Damages, 2. Promise Contract, 3. Real Estate Sales Contract, 4. Offer and Acceptance, 5. Verbal Contract, Effectiveness and Validity, 6. Electronic Contract, 7. Commercial and Civil Regime.²⁴

24 Original in Spanish: “Zona 2: ‘Maria acordó comprar el apartamento de Jorge tan pronto le entrara una plata, este apto estaba embargado. Jorge pidió un préstamo confiando en que María cumpliría pero no lo hizo. Jorge le hizo un nuevo ofrecimiento, el cual ella aceptó, pero no se presentó en la Notaría. Jorge exige indemnización y cumplimiento (específico) del contrato de promesa’, Zona 3: ‘Jorge se vio en la obligación para exigir el cumplimiento de un contrato de promesa de compraventa de bien inmueble y para que se exigiera el pago de la indemnización de perjuicios. Este apartado es clave para resolver el caso porque indica los elementos que deben ser analizados, es decir: 1. si existe un contrato de promesa teniendo en cuenta los hechos, y 2. si hay lugar a la indemnización’, Zona 4: ‘1. Indemnización de perjuicios, 2. Contrato de promesa, 3. Contrato de compraventa de bien inmueble, 4. oferta y aceptación,

b. Second WITZ exercise (sixth week): This exercise was done on the third PBL cycle. By the sixth week, students had already submitted their first and second PBL reports and had received feedback on their work. This PBL centered around *leasing contracts*. The case was named *The Bomb*, designating both a bomb-like problem that had “exploded” and the common word people use to name a fuel service station in Colombia. The narrative told the story of a couple who owned a fuel service station, consisting of the building, convenience stores, contracts, and obligations, that is subsequently leased to a company and then, while the lease is valid, sold to another company. Students were asked to represent both the leaser and the buyer of the property, and to provide a legal concept advising either to file for actions or propose defenses. The case’s narrative follows below, and can also be found in [Appendix E](#) both in Spanish and English.

Module 3 Problem: Leasing contracts

The “Bomb”

Vicente and Mariela Cardozo own a gasoline service station in La Dorada, Caldas. The “bomba,” as this type of business is commonly called, is one of the top-performing in the retail fuel market in Colombia as of January 2022.

Its story began in 2019, year in which Mr. and Mrs. Cardozo acquired the property after a judge adjudicated it to them. Due to its exceptional location on the side of the Ruta del Sol (a highly transited highway connecting northern and central Colombia), they built the service station, fuel tanks, a rest area, an administrative building, and a convenience store. For its operation, in January 2019, the Cardozos entered into a six-year renewable retail fuel supply contract with Petrocol S.A. As a result of this, the service station carries the Petrocol brand.

The challenges of managing the “bomba” quickly burned out the Cardozos. On January 25, 2021, a lease agreement was signed between them, as landlords, and the company Sol Magdalena S.A.S. (SM),

5. contrato verbal, eficacia y validez, 6. contrato electrónico, 7. régimen comercial y civil”.

as a tenant, upon the entire service station for two renewable years, provided neither party expressed their intention not to renew within a “reasonable” period. A monthly rent of 1% of the monthly net fuel sales was agreed, payable within the first five days of each month. In case of default, SM was obligated to pay commercial interest to the Cardozos at the maximum legal rate. The contract was signed in a private document before the Notary Public of La Dorada (Caldas), accredited by two witnesses.

Under the lease, SM was obligated to respect and fulfill the obligations of the current supply contract with Petrocol S.A., and failing to comply would constitute just cause for termination.

The execution proceeded smoothly. During the first year the sales skyrocketed thanks to the high traffic of trucks on Ruta del Sol, the comfortable rest area, and the convenience store which SM opened and managed. This store, totaling 150m², was entirely renovated by the company to accommodate product shelves, storage area, cash registers, and central air conditioning to escape the oppressive hot climate. SM also repaired one of the fuel tanks, that was leaking. SM always paid the rent with one or two days of delay, along with the corresponding interest, without any objection from the Cardozos.

Despite the good results, in mid-2022 the economic situation of the Cardozos suffered a significant setback. Drowning in debt, they needed to sell their assets. Thus, they sold the service station for a substantial price of \$2 billion to La Milagrosa S. en C., a family company that had quickly owned several fuel service stations in Bogotá, and was now interested in expanding. The sale was documented in a public deed, duly registered and published in the Chamber of Commerce.

Notified of the sale, Petrocol raised no objections and accepted La Milagrosa as the new contractual party in the supply contract. Similarly, SM did not raise any objections at the time, trusting that their lease contract had been renewed.

However, that confidence quickly evaporated. As the new owner of the “bomba,” on January 25, 2023, La Milagrosa notified SM of the termination of the lease contract from March 15, 2023, based on Article 2020 of the Civil Code.

In response, on February 1, SM replied with a strong letter stating that they would not vacate on the specified date because, according to Articles 518 to 524 of the Commercial Code, the lease had been renewed on the same terms until January 25, 2025, and that they also had the legitimate right to renewal and

reimbursement for repairs and improvements on the property.

On February 4, La Milagrosa responded to SM insisting on the handover of the station by March 15, 2023, according to the “applicable regulations” of the Civil Code, or else it would initiate legal actions as per the General Procedural Code. SM quickly responded that their lease was “opposable and existing,” emphasizing the application of protective norms in the Commercial Code.

Concerned about the exchange of letters, the legal representatives of La Milagrosa and SM turn to you for a legal opinion, outlining strategies for action or defense in this predicament.

Even groups: La Milagrosa; Odd groups: SM.

The central legal issue had to do on whether the leasing contract was governed by the protective regulations applicable to all *commercial space leasing contracts*, especially the right of renewal for the lessor²⁵, and, if so, whether this right was terminated when the gas station was sold to a third party, considering the leasing was written (not in a deed) and duly registered, and bearing in mind that selling a leased property generally puts an end to the contract.²⁶

The results from this exercise improved slightly. Out of the 7 students, **5 wrote an intermediate level legal issue (71.42%), whereas only 2 wrote a beginner’s level (28.57%)**. A significant observation was that both Students 3 and 5 improved their performance, while Student 7 diminished it. The consolidated rubric is shown in [Appendix C](#). The most common observations were:

(i) *Most students spotted the key tension and included it in their issues:* Most of the issues included the sale of a leased property versus the lessor’s right of renewal, which shows they did spot the *most relevant fact* in Zone 3, as well as the key legal components in Zone 4. As a noteworthy observation, two students (student 1 and 2) went further and *explained why they considered their issue was central*, something hugely important for the purpos-

²⁵ See: Articles 518 to 524, Commercial Code of Colombia. When the lessor of a commercial space has used the space for more than 2 uninterrupted years with the same business, they have the right of renewal. If the landlord wants to evict them, they can only do so if they send a 6 month notice and they allege one of the only three valid reasons provided by the articles. If the landlord fails to evict legally, the contract is then extended. These protections are meant to apply only to the lessor of a commercial space in which they operate *their own* business to prevent opportunistic behaviors by the landlord. It is initially not meant to protect the lessor of a business.

²⁶ According to Article 2020 of the Civil Code of Colombia, the buyer of a leased property is not obliged to respect the leasing contract, save when it is written in a deed.

es of this project as it explicitly shows the connection with the other Zones. Their responses are shown below in [Table 11](#).

Comment	WiTZ Zone 5 Answer (<i>Central legal Issue</i>)
Spotting the key tension (both factual and legal) and <i>explaining why they consider it's the central legal issue</i> .	Student 2: "Does the right of contract renewal apply in the face of new owners of the property? This is crucial because the issue arises in the termination of the contract by La Milagrosa, to which Sol Magdalena responds that they have the right to renewal. " ²⁷
	Student 3: "Can a lease agreement be unilaterally terminated by the landlord when the previous owner of the leased property has renewed the contract for a specified term? This is the central legal issue because the controversy arises from the renewal of the contract. " ²⁸

Table 11. Examples of issues that spotted the key tension and explained why it was the central legal issue. Source: Self-made based on Second WiTZ exercise.

27 In original Spanish: ¿Se configura el derecho de renovación del contrato frente a nuevos propietarios del bien? Es central porque el problema surge en la terminación del contrato por parte de La Milagrosa, a lo cual Sol Magdalena responde que tienen derecho a la renovación.

28 In original Spanish: ¿Puede unilateralmente terminarse un contrato de arrendamiento por el arrendador cuando el dueño anterior de la cosa arrendada había prorrogado el contrato por un término determinado? Es el problema jurídico central porque la controversia se genera a partir de la prórroga del contrato.

(ii) *Some issues still assumed problematic legal components as a given fact:* Just as in the first exercise, some issues presuppose a legal component or consequence. For example, Student 4 assumed that the lease had been ceded upon the sale of the property, something that is not

given, but problematic *per se*. Also, Student 6 intuitively assumed that the leased property was a whole business, when that might also be problematic in itself. [Table 12](#) shows these examples.

Comment	WiTZ Zone 5 Answer (<i>Central legal Issue</i>)
Assuming problematic legal components as a given fact: <i>Was there a contractual cession? Was the whole business leased?</i>	Student 4: "Does the termination of a lease agreement by the landlord, that had been contractually ceded , extinguish the lease, considering that he does not invoke a cause under Article 2020 of the Civil Code?" ²⁹
	Student 6: "Does a leasing contract of a business subsist when the business has been sold?" ³⁰

Table 12. Examples of issues assuming problematic legal components as a given fact. Source: Self-made based on responses to the second WiTZ exercise.

29 In original Spanish: "¿Extingue el contrato de arrendamiento la terminación unilateral por parte del arrendador, quien había sido cedido contractualmente, teniendo en cuenta que no invoca una causal del artículo 2020 del Código Civil?"

30 In original Spanish: "¿Puede subsistir un contrato de arrendamiento sobre un establecimiento de comercio cuando este fue vendido?"

(iii) *The beginner-level issues correspond to weaker responses to the other WiTZ zones (2, 3 and 4):* Student 7, who had written an intermediate legal issue and had responded thoughtfully to the other prompts in their first WiTZ, wrote a beginner level issue and did not show the same level of thoughtfulness in their responses to this one. First, because the questions he wrote were merely con-

ceptual and lacked any factual component whatsoever. Second, because Zone 2 was left blank. Third because the response to Zone 3 was rather precarious. Student 3, the other student who wrote a beginner-level issue, also responded rather hastily, especially to Zone 3's prompt. [Table 13](#) shows their responses.

WiTZ Zone 5 Answer (<i>Central legal issue</i>)	WiTZ Zone 2, 3 and 4 Answers
<p>Student 7: “Cession of contractual position? Renewal and extension? Improvements and repairs?”³¹</p> <p>[merely conceptual questions]</p>	<p>Student 7: “Zone 2 – Summarizing: Facts, 2.1. [the zone was left blank]</p> <p>Zone 3 – Believe and doubt: Paragraph 6. Sale of the gas station and its implications.</p> <p>Zone 4 – Brainstorming and transferring: - Cession of contracts, - Applicable regime: civil or commercial? - Automatic renewal of lease agreement, - Landlord’s powers to terminate the lease agreement.”³²</p>
<p>Student 3: “Can a leased real estate property be sold?”³³</p> <p>[merely a conceptual question]</p>	<p>Student 3: “Zone 2 – Synthesis: - There is a gasoline service station with a retail supply contract with Petrocol S.A., - On January 25, 2021, the station is leased to Sol Magdalena SAS with a monthly rent of 1% of sales, - The landlord sells the leased property without objection, - The contract with Petrocol is terminated;</p> <p>Zone 3 – Believe and doubt: Paragraph 6 due to the sale by the Cardozo;</p> <p>Zone 4 – Brainstorming and transferring: Known: - commercial establishment, - assignment, - commercial regime; unknown: - lease and supply contract, - space assignment.”³⁴</p>

Table 13. Student 7 responses to the Second WiTZ exercise. Source: Self-made based on responses.

- 31** In original Spanish: “¿Cesión de posición contractual? ¿Renovación y prórroga? ¿Mejoras y reparaciones?”
- 32** In original Spanish: “2. Hechos, 2.1. [...] 3. Párrafo 6. Venta de la bomba y sus implicaciones. 4. - Cesión de posición contractual, - Régimen aplicable: ¿civil o comercial? - Renovación automática contrato de arrendamiento, - Facultades del arrendador para terminar el contrato de arrendamiento”.
- 33** In original Spanish: “¿Puede venderse un inmueble arrendado?”
- 34** In original Spanish: “2. - Hay una estación de servicio de gasolina con un contrato de suministro minorista con Petrocol S.A., - 25 de enero de 2021 se arrienda la estación a Sol Magdalena SAS con un canon mensual del 1% de las ventas, - Arrendador vende el inmueble arrendado sin oposición, - Se termina el contrato con Petrocol; 3. Párrafo 6 por la venta de los Cardozo; 4. Conocidos: - establecimiento de comercio, - cesión, - régimen mercantil; desconocido: - contrato de arriendo y suministro, - cesión de espacio”.

Aside from Students 7 and 3, all other students’ responses to the rest of the prompts were thoughtful and complete.

3.1.2. WiTZ Survey The Survey included a series of Likert Scale questions to measure the students’ perceptions on whether WiTZ helped them *identify the central legal*

issue of a Contract Law case, by the synthesis, believing and doubting, and brainstorming and transferring steps. In total **16 students responded to it** (47.05% of the class). **Table 14** shows that **an overwhelming majority of students either agreed or totally agreed with this category’s statements**.

Regarding the two Writing in The Zones exercises we did during the semester, mark how much you agree or disagree with these statements:

Question	TDA	DA	N	A	TA*
2.- They helped me strengthen my ability to synthesize the relevant facts of a PBL case in Contract Law (Zone 2).	0.0 %	12.5 %	12.5 %	31.3 %	43.8 %
3.- They helped me better identify the most relevant legal facts for the resolution of a problematic case in Contract Law, taking into account the role, urgency, needs of the parties, etc. (Zone 3).	6.3 %	0.0 %	25.0 %	12.5 %	56.3 %
4.- “They helped me better identify prior or unknown legal concepts that were present in the most relevant legal facts (Zone 4).”	6.3 %	12.5 %	0.0 %	6.3 %	75.0 %

5.- "They helped to identify the central legal problem(s) of the case, taking into account the most relevant legal facts and the legal components present in it (Zone 5)."

0.0 % 6.3 % 25.0 % 18.8 % 50.0 %

***Legend:** TDA: Totally disagree; DA: Disagree; N: Neither disagree nor agree; A: Agree; TA: Totally agree.

Table 14. WITZ students' perceptions on Key Category 1. Source: Self-made. See [Appendix D](#).

A voluntary, open-ended question at the end of the survey permitted students to comment (*What did you like or dislike the most about this activity?*). **12 students answered it.** Most of their responses centered on the importance of reflecting on their first approach to a case, with some of them feeling however rushed due to the limited time. Some students pointed out that the WITZ helped them to "organize" and "filter" the information in an efficient way. In regard to identifying the central legal issue, one student highlighted how important the activity was for her to understand the "core" of a case:

Writing by hand and having limited time, I always felt challenged to synthesize ideas and reduce/simplify the problem presented in the case. **This, in turn, implied making an effort to understand the core of the matter, which, in my opinion, is very useful because as students, we tend to get caught up in details and not address what can ultimately be central in a case.** It also seems very useful when working in a group to understand the different approaches we can have to the same case.³⁵

3.2. Category 3: Reflecting About the Process ('be')

3.2.1. WITZ Formats As said, prompts for Zones 1 and 6 were specifically designed to help students gain a reflective attitude. After reading the students' responses, here are the main findings:

a. First WITZ exercise (second week): answers for the Zone 1 prompt were, in general, not reflective at all. All of them brainstormed legal questions or concepts rather than describing how they felt or what puzzled them in first-person. This was not necessarily wrong, but it showed that students approached the problem from an objective, impersonal perspective. It is worth observing that all these responses included questions over factual components that could have been included in the legal issues. See, for example, answers from students 1 and

³⁵ In original Spanish: "Escribiendo a mano y contando con tiempo limitado, me sentí siempre retada a sintetizar las ideas y reducir/simplificar el problema que se estaba presentando en el caso. Ello, a su vez, implicaba realizar un esfuerzo por entender el core del asunto que, a mi parecer, es muy útil, porque como estudiantes tendemos a incluso quedarnos en las minucias y no resolviendo lo que en un caso puede terminar siendo central. Me parece también muy útil a la hora de trabajar en grupo para entender las distintas aproximaciones que podemos tener sobre un mismo caso".

5, who explicitly questioned themselves about the date to sign the definitive sales contract (a key fact that could affect the effectiveness of the promise contract):

Student 1: Does a WhatsApp communication count as a promise contract? **There was no specific date.** Were there two breaches?³⁶

Student 5: Were both consents expressed? Were the consents put in writing? Was Maria duly notified? Was **the date explicitly stated?**³⁷

Also, note how students 3 and 6 mention the apartment's foreclosure, another fact that could entirely affect further analysis:

Student 3: Was there a promise? There was no fixed date, it lacks necessary elements. Was there a contract? Was there an agreement? To what extent did a pre-contract exist? How does it affect that the parties are merchants? How does the **foreclosure** and loans affect this?³⁸

Student 6: Is it governed by the commercial regime, as the sale is made with the purpose of buying merchandise? Are all the requirements of a promise fulfilled, or is it a letter of motivation? If it is a civil promise, **what happens with the foreclosure?** Is Jorge's proposal unilateral? Is a unilateral promise possible?³⁹

Responses to Zone 6 were a bit more profound, but they still focused merely on disciplinary aspects rather than on

³⁶ In original Spanish: "- ¿Una comunicación de WhatsApp cuenta como contrato de promesa? - No había fecha determinada. - ¿Hubo dos incumplimientos?"

³⁷ In original Spanish: "¿Las dos voluntades fueron expresadas? ¿Se dio por escrito [sic] las voluntades? ¿María fue debidamente notificada? ¿La fecha o plazo se encontraba explícito?"

³⁸ In original Spanish: "¿Hubo promesa? No hubo fecha fija, no cumple con elementos necesarios. ¿Hubo contrato? ¿Hubo acuerdo? ¿Hasta qué punto existió un precontrato? ¿En qué afecta que las partes sean comerciantes? ¿En qué afecta el embargo y préstamos?"

³⁹ In original Spanish: "¿Se rige por el régimen comercial, al hacerse la venta con un fin de comprar mercancía? ¿Se cumplen con todos los requisitos de una promesa o es carta de motivación? En caso de que sea una promesa civil, ¿qué sucede con el embargo? ¿La propuesta de Jorge es unilateral? ¿Es posible una promesa unilateral?"

their metacognition. The majority (5 students) included abstract conclusions from the module, highlighting some of the applicable rules they had learned. Common reflections included how students felt the exercise helped to better understand the concepts, how the PBL was useful to transfer knowledge from other subjects, especially Law of Obligations. Two students were more open and wrote thoughtful, introspective pieces of writing. For example, Student 4 admitted that they “should have followed their initial approach to the case” as they felt “it would have made the final concept more thorough”, while Student 7 declared that “their first approach to the case was not off the road [...]” and that “they could have put much more emphasis in the effectiveness and existence of the promise.”

b. Second WITZ exercise (sixth week): Responses for Zone 1 did not show much change from those of the First WITZ: all of them, without exception, focused mainly on conceptual or factual questions. Similar to the first exercise, some students pointed out key factual components that were curiously missing from other Zones, particularly the central legal issue. For example, some of them wondered about the applicable regime to a leasing contract over a gas station, or the implications of a written contract versus a public deed:

Student 2: Gas station, **commercial regime vs. civil regime**, lease agreement, cession of lease agreement, supply contract (obligations, termination, extension), improvements to a leased property, two or more uses of the same property, **which regime applies?**⁴⁰

Student 6: Cession: **How can a private document be made opposable at the level of a public deed?** - Contracts for commercial establishments enjoy special protection.⁴¹

As opposed to the first WITZ, responses to Zone 6 were far more reflective on a metacognitive level. Every student did very interesting pieces of writing in which they highlighted their learnings, but also what they found easy and hard to do while solving the case. The most common thing students found easier to do was to identify and write down legal issues, as well as to organize and summarize ideas:

⁴⁰ In original Spanish: “Bomba de gasolina, régimen comercial vs régimen civil, contrato de arrendamiento, cesión de contrato de arrendamiento, contrato de suministro (obligaciones, terminación, prórroga), mejoras en un bien arrendado, dos o más destinaciones de un mismo bien, ¿qué régimen aplica?”.

⁴¹ In original Spanish: “Cesión: ¿cómo se puede hacer oponible al nivel de escritura pública un documento privado? - Los contratos de establecimientos de comercio gozan de protección especial.”

Student 1: I feel that we were more organized in terms of structure, which facilitated information retrieval. **Crafting the legal issue was much easier**; we had a clearer idea of how to approach it and problematize the case. 2. We had more difficulties in defining which topics to focus on and, at times, overlooked important aspects. 3. I believe we have improved, but there is still a journey ahead to excel in solving PBLs.⁴²

Student 4: **Formulating legal issues was easier for me as I already had a better idea of how to do it.** Structuring this particular case was challenging for me, especially given the technicality of the involved contracts (business lease vs. commercial spaces). I feel that I have many questions regarding the regulation of the establishment of trade lease contracts.⁴³

Student 7 [who curiously had a weaker issue than in the first WITZ]: Strengths: **Identifying legal institutions and issues**, research and use of sources, legal argumentation; Challenges: Efficacy test: opposability. Defining the regime. Where am I? I consider that I have made positive progress in the class, and my approach to contracts is more meticulous. I am well-versed in the class topics; however, there are little details that I need to review.⁴⁴

As for the difficulties, students mentioned the selection of the applicable regime, writing on a limited space, crafting solid arguments and searching for relevant legal sources. One student reflected that, despite the difficult moment for him, he thought he had obtained enough tools to face legal issues:

Student 3: I find myself in a much more challenging position than at the beginning of the semester, but I also recognize that **I have the tools to handle the issues**. We struggled with the word count (limit) as

⁴² In original Spanish: “1. Siento que fuimos más ordenados en cuanto a la estructura, lo que facilitó la búsqueda de información. Hacer el problema jurídico fue mucho más fácil, teníamos más claro cómo enfocarlo y problematizar el caso. 2. Tuvimos más problemas en definir en qué temas centrarnos y de pronto dejamos de lado cosas importantes. 3. Creo que hemos mejorado pero aún tenemos un camino por recorrer para hacer PBLs excelentes”.

⁴³ In original Spanish: “Se me facilitó la formulación de problemas jurídicos, pues ya tenía más idea de como hacerlo. Se me dificultó la estructuración de este caso particularmente dada la tecnicidad de los contratos involucrados (Establecimiento de comercio vs. local). Siento que tengo muchas preguntas frente a la regulación del contrato de arrendamiento de establecimiento de comercio”.

⁴⁴ In original Spanish: “Facilidades: Identificar las instituciones y problemas jurídicos, investigación y uso de fuentes, argumentación jurídica; Dificultades: test de eficacia: oponibilidad. Definir el régimen; ¿Dónde estoy? Considero que he tenido un progreso positivo en la clase y mi aproximación a los contratos es más minucioso. Estoy bien en los temas de la clase, sin embargo hay minucias que tengo que repasar”.

we had to cut down a lot. The planning to work is easier than before.⁴⁵

45 In original Spanish: “Me encuentro en un lugar mucho más difícil que al comienzo de semestre pero también tengo claro que cuento con las herramientas para manejar las problemáticas. Se nos dificultó la cantidad de palabras (límite) ya que tuvimos que recortar mucho. - La planeación es más clara que antes, más fácil”.

3.2.2. WiTZ Survey As for the Survey, there were various questions targeted at measuring students’ perceptions on how this exercise helped them to reflect on identifying the central legal issue of a case, in particular, and around their own process of learning and thinking, in general. For the first set of questions, **the overwhelming majority of students either agreed or totally agreed** that this exercise was beneficial for first approaching a PBL case, and for looking back at the process. [Table 15](#) shows the results for these.

Regarding the two Writing in The Zones exercises we did during the semester, mark how much you agree or disagree with these statements:

Question	TDA	DA	N	A	TA*
1.- They helped me “unlock” myself when addressing a problematic case in contract law for the first time (Zone 1).	0.0 %	6.3 %	12.5 %	31.3 %	50.0 %
6.- They helped me become more reflective and aware of my process of identifying the central legal problem(s) (Zone 6).	0.0 %	12.5 %	25.0 %	12.5 %	50.0 %

***Legend:** TDA: Totally disagree; DA: Disagree; N: Neither disagree nor agree; A: Agree; TA: Totally agree.

Table 15. WiTZ students’ perceptions on Key Category 3. Source: Self-made based on Survey Results. See [Appendix D](#).

The Survey also inquired about other aspects of the students’ learning process, such as how the exercise helped them to increase their engagement and participation in

class, to facilitate both formal and informal writing, organizing ideas, better contribute in their teams, and become aware of their mistakes. [Table 16](#) shows the perceptions.

Regarding the two Writing in The Zones exercises we did during the semester, mark how much you agree or disagree with these statements:

Question	TDA	DA	N	A	TA*
1.- They helped me feel more comfortable participating in class.	0.0 %	18.8 %	31.3 %	43.8 %	6.3 %
2.- They helped me overcome the fear of writing.	6.3 %	18.8 %	43.8 %	18.8 %	12.5 %
3.- They helped me organize my ideas more efficiently.	6.3 %	0.0 %	0.0 %	37.5 %	56.3 %
4.- They helped me better understand what my learning style is.	6.3 %	12.5 %	25.0 %	12.5 %	43.8 %
5.- They helped me contribute more effectively within my team.	0.0 %	18.8 %	12.5 %	25.0 %	43.8 %
6.- They helped me find motivation to solve the case.	0.0 %	12.5 %	25.0 %	18.8 %	43.8 %
7.- They helped me recognize my mistakes.	6.3 %	6.3 %	6.3 %	12.5 %	68.8 %

***Legend:** TDA: Totally disagree; DA: Disagree; N: Neither disagree nor agree; A: Agree; TA: Totally agree.

Table 16. WiTZ students’ perceptions on Key Category 3 (metacognitive aspects). Source: Self-made based on Survey Results. See [Appendix D](#).

In the open question, the vast majority of students appreciated the activity as it permitted them to better understand complex topics, as well as to work in a more

organized and efficient manner. One student appreciated how the prompts were designed to help them develop

“an eye for details,” and another commented on how they still remember every subject involved in the exercises.

However, some perceptions highlighted that the prompt to handwrite and the time limits constrained them to do a more thoughtful writing:

Comment 1: We read the case very quickly, and we had little time to fill in the zones (I understand it was due to time constraints in class), **but perhaps with more time, I would have enjoyed the activity more.**⁴⁶

Comment 2: I found the activity interesting insofar as there is definitely a synthesis task, which makes it potentially easier to work on cases. **However, the fact that it was physical and in such a short time honestly meant there wasn't enough room to do the exercise conscientiously.** I would recommend that they replicate this same exercise in an interactive program and **for a longer timing** so that one could truly grasp the scope of this synthesis work. Nonetheless, I found it valuable, and even if I don't apply it exactly in the same way, the concept of the zones stuck with me.⁴⁷

3.3. Other Findings Regarding Category 1 (Legal Reasoning as a Whole) Both the WiTZ exercises and the WiTZ Survey supplied other relevant information on how it can help students *be competent in legal reasoning as a whole*, in light of the definition and elements shown in Table 3. Some of the findings were:

• At the first PBL Session, students' responses *do not show full comprehension of black letter law*, rules or principles. Instead, *they write questions that help them research* these concepts on their own or with their teams (see responses to Zone 1). This is an important part of being competent in legal reasoning, as it involves *learning how to learn new knowledge in an autonomous way* and being *responsible for their decisions*.

⁴⁶ In original Spanish: “Leíamos el caso muy rápido y teníamos poco tiempo para llenar las zonas (entiendo que era por cuestiones del tiempo de clase), pero quizás con más calma, me hubiera gustado más la actividad”.

⁴⁷ In original Spanish: “me pareció una actividad interesante en la medida en que si hay definitivamente un trabajo de síntesis razón por la cual si puede llegar a ser más fácil trabajar los casos. No obstante que fuera físico y en tan corto tiempo implicaba honestamente que no hubiese una disposición significativa para hacer el ejercicio a conciencia. Recomendaría que montarían este mismo ejercicio en un programa interactivo y por un mayor tiempo, de manera que uno realmente pudiera entender el alcance de este trabajo de síntesis. De cualquier forma me pareció valioso y aunque no lo aplique exactamente con el mismo procedimiento si se me quedó grabado todo el tema de las zonas”.

• Some students highlighted the importance of defining the *applicable regime* to the contracts involved. This is a key point in legal reasoning in contract law, due to the duality of regimes (civil and commercial) and their conflicting rules.

• Although this exercise was individual, some responses proved it *could also be beneficial for improving the group approach to the PBL case, teamwork and problem solving*. As three students pointed out in the Survey:

What I liked the most was that it [WiTZ] allowed us to filter the most relevant information and consequently, make the first [PBL] group session more productive.⁴⁸

When my group and I tackled the problem-based learning scenarios (PBLs), we already had a certain organization, and we knew what we had to look for, where the legal issue was heading, etc. Honestly, I liked everything.⁴⁹

This activity allowed both me and my group to approach each PBL in a more organized and efficient way. When we gathered to work on the PBL, each member had different perspectives or distinct legal issues, which enriched the development of the PBL.⁵⁰

4. Discussions and conclusions

The previous results can be summarized in ten points, as follows. Firstly, both the first and second WiTZ formats showed that students' performance in identifying the central legal issue improved, especially because two of them went on to explain why it was *central*. Second, the second WiTZ format showed that the only student who had a weaker performance in identifying the legal issue also had weaker responses to the rest of the prompts. Thirdly, most of the students who had a beginner level issue lacked factual or legal components altogether or were

⁴⁸ In original Spanish: “Lo que mas me gusto de la actividad es que me permitió organizar mis ideas frente a los casos, cuando abordábamos con mi grupo los PBLs ya teníamos cierta organización y sabíamos que era lo que teníamos que buscar, hacia donde estaba encaminado el problema jurídico, etc. La verdad todo me gustó.”

⁴⁹ In original Spanish: “Lo que mas me gusto de la actividad es que me permitió organizar mis ideas frente a los casos, cuando abordábamos con mi grupo los PBLs ya teníamos cierta organización y sabíamos que era lo que teníamos que buscar, hacia donde estaba encaminado el problema jurídico, etc. La verdad todo me gustó”.

⁵⁰ In original Spanish: “esta actividad le permitió tanto a mí como a mi grupo aproximarse de una manera más organizada y eficientes a cada PBL; pues en el momento de reunirnos a trabajar en el PBL cada integrante tenía perspectivas diferentes o problemas jurídicos distintos que enriquecieron el desarrollo del PBL”.

directly answered by provision of the law. Fourth, almost all students who had an intermediate level issue either lacked precision in their factual component or assumed a problematic legal component as a given fact. Fifth, almost all students showed efforts to synthesize relevant facts and transfer knowledge in a particularly precise way, as almost all spotted the related legal concepts. Sixth, students tend to take a very objective and impersonal first approach to the case. Seven, while students were initially shy at reflecting about their own learning process in Zone 6 during the first WiTZ, they were more open in the second WiTZ. Eight, a large majority of students' perceptions confirm that the exercise is helpful for identifying the central legal issue of a contract law case, whereas a less pronounced but yet important number consider it helps to develop a reflective attitude. Nine, some students consider the time constraint is a limitation for developing a reflective attitude. And ten, the exercise proved helpful to develop other components of the competency of legal reasoning, such as serving as a base for comprehending black letter law, defining the applicable regime, improving the PBL cycle and effectively working in groups.

Let us remember the research question and hypothesis of this Project: "Q: *How can Writing in The Zones (WiTZ) help contract law students to be competent in legal reasoning, particularly in identifying the central legal issue of a complex PBL contract law case and in being reflective about this process?* H: *WiTZ, understood as an informal writing pedagogy, facilitates students to spot the central legal issue of a complex contract law case, by asking them to synthesize the relevant facts of the case, identify critical information to give an answer, and transfer previous knowledge. WiTZ also helps students to develop a more reflective attitude on identifying a legal issue, both before and after solving a case.*"

Based on the evidence, the hypothesis can be *mostly confirmed*. First and foremost, because *WiTZ is a flexible activity that helped me to craft tailor-made prompts and to combine them to achieve the goals I aimed for*. I must confess that when I had to decide a topic for this project, I was rather hesitant to use WiTZ because, according to Wallack's (2009) taxonomy, it was meant to be an activity to approach literary texts or essays rather than legal texts. After I became acquainted with the various types of informal writing pedagogies during my time as a CLASP Fellow, I finally decided to *design* my own WiTZ format with prompts that would better suit contract law students. Far from being criticized for doing so, my co-fellows encouraged me to push this idea further and make it real.

WiTZ's flexibility also meant that I could prompt my students to *individually follow the steps* to construe a central legal issue based on the skills and attitudes from the competency of legal reasoning, as defined by López Medina (2006) the curricular reform, and to *gather evidence of their thinking*. Before WiTZ, the only evidence I had

from the students' learning was the group formats, their final reports, and their exams. Now, I can attest to what every individual does *during the process*.

The hypothesis is also mostly confirmed by the *overall results from the first and second WiTZ responses to Zone 5*. Qualitatively, the issues written in the Second WiTZ were more precise than those from the first one. All the students showed some kind of progress. Even those who had an intermediate level issue in both exercises either improved in the Second WiTZ by explaining why they considered it to be the central, including a more precise legal component or spotting the key fact of the case in Zone 3 (sale of the gas station). Moreover, there are two additional observations that support this point. One is the example of Student 3, who showed no progress as both of their issues remained at a beginner level. In the first WiTZ, their responses to other prompts were complete and thoughtful, but in the second they were far less ample. The other is Student 7, who had a weaker performance in the second WiTZ, and who had responded laconically to the other prompts in comparison with the first WiTZ. These observations imply that *the less thorough the responses to the prompts are, the less chance to write an intermediate or advanced level central legal issue*.

The hypothesis is also partly confirmed as I saw that *the students, albeit shyly, did develop a reflective attitude on their learning processes, but only at the end of the second WiTZ (Zone 6)*. The comparison between responses to Zone 1 and 6 in both exercises leads to conclude two observations. From Zone 1, *I can see that law students tend to make a very practical, unemotional, impersonal, objective first approach to both cases*. None of them addressed how they felt, yet what they did was to write down factual or legal questions that immediately arose. This is not bad for legal reasoning *per se*: evidently, a lawyer must have a high deal of pragmatism and distance to address complicated cases. But developing a reflective attitude *before* starting a learning cycle *is important for competency-based learning, and the experiential learning cycle*. As Kolb (2014) stated, an experiential learning cycle involves the iteration of an experience, reflection, conceptualization, and action. Contract Law-wise the cycle would begin with *a reflective observation on the case and end with another reflection on the already solved case*. Unfortunately, the data was insufficient to conclude students developed reflective attitudes to begin the cycle. Perhaps, if I had given them more time to respond to this prompt they might have responded differently.

The second point is that *students struggled when reflecting on the first WiTZ's Zone 6, but they were more open in the second one*. A possible explanation for this is that law students are not used to making meta-cognitive reflections in their classes, and the prompt might have left them wondering what to write. As one student pointed out in the survey:

Taking one's time to think within the class is very beneficial. **Most teachers talk non-stop in class and don't allow one to process the information well.** It's more beneficial to process each piece of information as it comes rather than doing it all at the end or after the class. Taking a moment in class to write this helped me understand the topics better. So much so that I still remember the topics and contracts [...] as if it were yesterday.⁵¹

The substantial improvement in student's reflection for Zone 6 of the second WiTZ could be explained because students had already understood the point of Zone 6 when they shared their pieces out loud after the *dénouement* of the first PBL. It could also be because students felt comfortable enough to write in first person and to *look back*, without being judged. But perhaps the most possible explanation is because students could *see how their thinking had changed by themselves*, meaning they gained greater *awareness on their own learning*. As one student said in the Survey:

What I liked most about the activity was reviewing what was written once the work was finished since it addressed the uncertainties about what we didn't know and **seeing how ideas had changed after conducting research.**⁵²

The hypothesis was also confirmed when contrasting other findings in the WiTZ Formats and survey regarding legal reasoning as a whole. For example, although students *did not learn contents, with this exercise they learned to write questions to search for them and understand them better*. This is the basis for *autonomous learning*, an important attitude. Surveys also showed WiTZ *improved teamwork and collaboration as it helped each student to individually organize their ideas more efficiently, and to provide better input to their colleagues*. I think these findings are crucial to prove that, in general, WiTZ helps students to develop every item described by Bard IWT in [Table 4](#), and, by definition, *competencies*.

Despite these conclusions, I still think the hypothesis could not be *fully confirmed*. One reason had to do with the space and time constraints, which limited the use

⁵¹ In original Spanish: "El tomarse el tiempo de uno poder pensar dentro de la clase es muy beneficioso. La mayoría de los profesores hablan sin parar en clase y no lo dejan a uno procesar bien la información. Más aporta ir procesando cada pedazo de información que todo al final y posterior de la clase por lo que tomar un momento de la clase para escribir esto me ayudó a entender mejor los temas. Tanto que todavía me acuerdo de los temas y contratos de PBL como si fuera ayer (Compraventa, peñas blancas, concesión de espacios, etc.)".

⁵² In original Spanish: "Lo que mas me gustó de la actividad fue volver a ver lo escrito una vez finalizado el trabajo, ya que se respondían las inquietudes lo que "no sabíamos" y ver como habían cambiado las ideas después de haber investigado".

of other possible data sources like PBL formats (Figures 1 and 2) or reports. With these sources, I could have probably confirmed if the legal issues written in Zone 5 were adjusted or improved during group discussion, and therefore to conclude that students became more competent. Another limitation was the size of the sample for the WiTZ exercises. Although 7 students was not a small share of the 34 students (**roughly 20.6% of the class**), it is still a tiny number to fully confirm the hypothesis. To improve this for further studies, I could perhaps be more convincing when asking students for their consent to use their responses. Despite this small number, however, the survey sample was significant enough to either confirm or rebate the WiTZ findings.

Also, the hypothesis could not be *fully confirmed* because students only reached an intermediate level in identifying a central legal issue, not an advanced one. Maybe the main cause for this is that there were just two exercises along the way. As one CLASP Fellow mentioned in one of our meetings, writing and thinking pedagogies are iterative, meaning that they cannot display their full potential when not done regularly. Based on the second WiTZ exercise, I am sure that the students would have achieved an advanced level had there been one or two more exercises.

Finally, the hypothesis could not be fully confirmed as the reflective attitude was only partially developed for Zone 6, and not at all for Zone 1. Maybe a further iteration could rethink the timing I set for responding to these prompts, especially Zone 1 (which only had one minute.) Time constraints in class, the handwriting prompt (which is worth exploring in another study) as well as the large number of contents we should cover certainly limit the possibility of a longer WiTZ exercise. This is a challenge for further versions of the course, notably after the curricular reform takes place.

Beyond all these limitations, the answer to the research question is satisfactory. I can affirm that implementing WiTZ for all PBLs *indeed helps students to be competent in legal reasoning, especially in identifying the central legal issue of a contract law case and developing a reflective attitude around it*, as an experiential, writing-based pedagogy. The findings in this project are undoubtedly useful for fellow colleagues at the School of Law of Uniandes, who are facing the challenge to adapt their courses to the new competency and experiential learning-based curriculum. It also would benefit all the community of law professors who want to innovate and improve the quality of their teaching. Finally, it contributes to the community of Bard IWT associates who assess their pedagogies for the purposes of making them better.

Bibliography

- Alton, S. R. "Roll Over Langdell: Tell Llewellyn The News: A Brief History of American Legal Education." *Oklahoma City University Law Review*, 35(2), (2010): 339-364.
- Anzola Rodríguez, S.I. "La enseñanza de "una" ética profesional del abogado a través del aprendizaje basado en problemas." *Revista de Derecho Público*. (2016): 37, 1-18
- Bard Institute for Writing and Thinking (IWT) (2023). *Clasp Fellows Cohort '23 Anthology*. Not published.
- Barrows, H. "Problem-Based Learning in Medicine and Beyond: A Brief Overview". *New Directions for Teaching and Learning*, (1996): 68, 3-12.
- Dewey, J. *Democracy and Education*. Southern Illinois University Press, 2016.
- Flick, U. Triangulation in qualitative research. *A companion to qualitative research*. (2004): 3, 178-183.
- García Villegas, M., & Ceballos Bedoya, M. A. *La profesión jurídica en Colombia: falta de reglas y exceso de mercado*. DeJusticia. 2019.
- Guy Jr., A. E. Process Writing: Reflection and the Arts of Writing and Teaching. *Writing-Based Teaching: Essential Practices and Enduring Questions*. Suny Press. (2009).
- Haskell, Robert. E. *Transfer of Learning: Cognition and Instruction*. Academic Press. 2000.
- IBA Comission on the Future of Legal Services. *Blueprint for Global Legal Education*. 2020. IBA, IE Law School, Law Schools Global League.
- Kolb, D. A. *Experiential Learning: Experience as the Source of Learning and Development*. 2014. Pearson FT Press.
- López Medina D. E. *El Derecho de los jueces*. 2006. Legis.
- Latorre, A. *La investigación-acción: conocer y cambiar la práctica educativa*. Graó. 2007.
- Montoya Vargas, J. *Problem-Based Learning at LASOL*. Not published. 2006.
- Moust, The problem-based education approach at the Maastricht Law School, *The Law Teacher*, (1998), 32 (1), 5
- Otero-Cleves, A. M., & Jiménez Angel, A. *Cuarenta años innovando el Derecho*. Ediciones Uniandes. 2010.
- Programa Sócrates. *Manual de PBL*. Facultad de Derecho Uniandes. (1998) Not published.
- School of Law. *Instructivo de PBL aplicado al curso de contratos*. (2022) Not published.
- Recalde, G., Luna Blanco, T., & Bonilla Maldonado, D. Justicia de pobres: Una genealogía de los consultorios jurídicos en Colombia. *Revista de Derecho*, (2017), (47), 1-72.
- Savery, J. R., & Duffy, T. M. *Problem Based Learning: An instructional model and its constructivist framework*. CRLT - University of Indiana. (2001).
- Trigwell, K. *Scholarship of Teaching and Learning. University Teaching in Focus*. Routledge. (2021).
- Vilardi, T. & Chang, M. (eds.) *Writing-Based Teaching: Essential Practices and Enduring Questions*. Suny Press. (2009).
- Wallack, N. Focused Freewriting: How to Do Things with Writing Prompts. *Writing-Based Teaching: Essential Practices and Enduring Questions*. Suny Press. (2009).

Appendix A. Informed Consent

Consentimiento - Escritura en las zonas (Spanish)

Hola.

A las personas que voluntariamente me entregaron sus ejercicios de escritura en las zonas para el primer PBL me gustaría pedirles su autorización para usarlos en una investigación que llevaré a cabo. La investigación se desarrollará en el marco del proyecto "CLASP Fellowship Program", del cual hago parte, que tiene como objetivo fomentar el uso de pedagogías basadas en la escritura intensiva.

Los resultados de la investigación los usaré para abordar la siguiente pregunta: ¿En qué grado contribuye el ejercicio de escritura en las zonas a la identificación de problemas jurídicos de derecho contractual como parte de la competencia de razonamiento jurídico?

Si me autorizan, escanearé sus ejercicios y les devolveré los originales. Las copias escaneadas las guardaré en una carpeta a la cual solamente tendré acceso yo. Los datos serán anonimizados.

En el PBL 3 repetiremos el ejercicio, por lo que si están de acuerdo también les pediré que me los entreguen para efectos de la investigación.

¡Gracias adelantadas!

1. Nombres y apellidos
2. ¿Autorizo a Juan Carlos Durán a usar mis ejercicios de escritura intensiva para la investigación del asunto?

Informed consent for Writing in The Zones (English)

Hello.

To those who voluntarily provided me with their writing exercises in the zones for the first PBL, I would like to request your authorization to use them in research that I will be conducting. The research will be carried out within the framework of the "CLASP Fellowship Program," of which I am a part, aiming to promote the use of pedagogies based on intensive writing.

I will use the research results to address the following question: To what extent does the writing exercise in the zones contribute to the identification of contractual legal issues as part of the legal reasoning competence?

If you grant permission, I will scan your exercises and return the originals to you. The scanned copies will be stored in a folder to which only I will have access. The data will be anonymized.

For PBL 3, we will repeat the exercise, so if you agree, I will also ask you to provide them for the purposes of the research.

Thank you in advance!

1. Full name
2. Do I authorize Juan Carlos Durán to use my intensive writing exercises for research purposes on the matter?

Appendix B. [Link to a folder containing the First WITZ Formats \(only in Spanish\) and Rubrics.](#)

Appendix C. [Link to a folder containing the Second WITZ Formats \(only in Spanish\) and Rubrics.](#)

Contratos 2023-1 - Encuesta sobre Escritura en las Zonas (WiTZ)

16

Responses

09:08

Average time to complete

Closed

Status

1. ¿Cuál es su género?

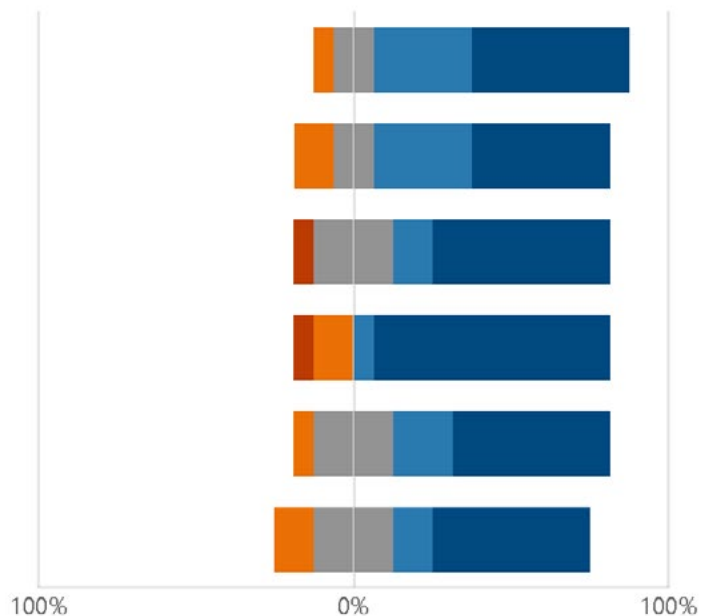
● Masculino	5
● Femenino	11
● Otro	0
● Prefiero no responder	0



2. Frente e los ejercicios de escritura en las zonas desarrollados en el curso, seleccione qué tan de acuerdo o en desacuerdo se encuentra frente a las siguientes afirmaciones:

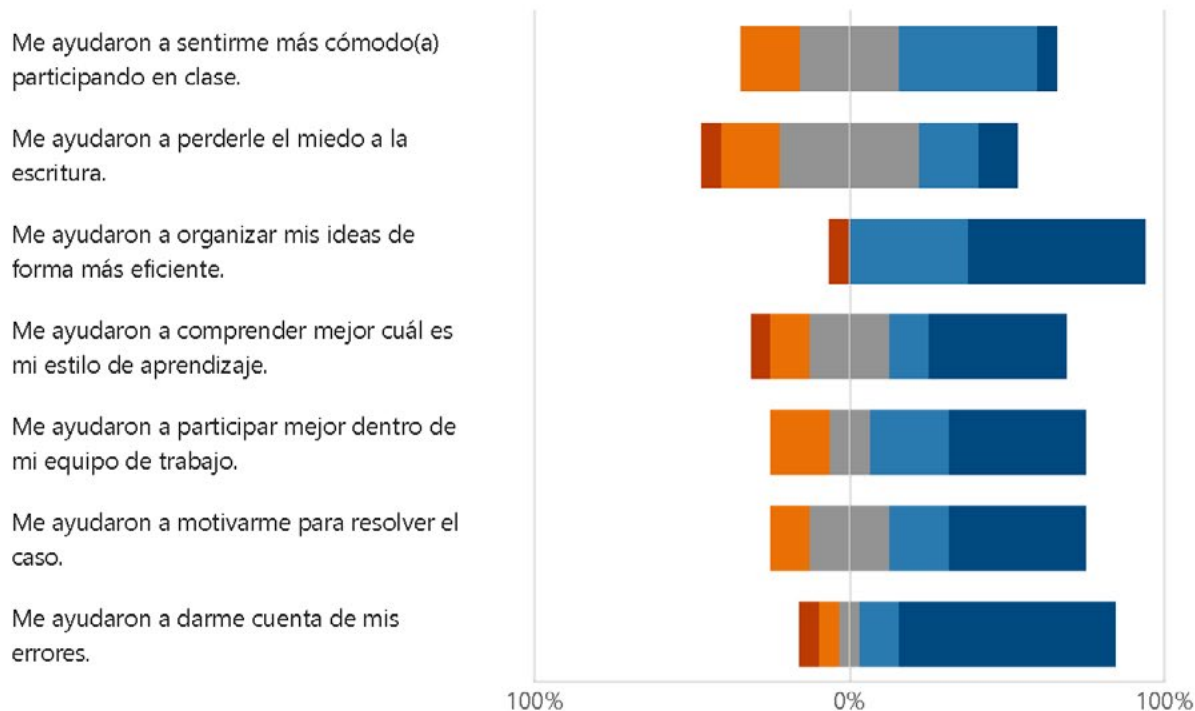
■ Totalmente en desacuerdo
 ■ En desacuerdo
 ■ Ni en desacuerdo ni de acuerdo
 ■ De acuerdo
 ■ Totalmente de acuerdo

- Me ayudaron a "desbloquearme" al momento de abordar por primera vez un...
- Me ayudaron a fortalecer mi capacidad de sintetizar los hechos jurídicamente...
- Me ayudaron a identificar mejor los hechos jurídicamente más relevantes para la...
- Me ayudaron a identificar mejor los temas jurídicos, experiencias o aprendizajes...
- Me ayudaron a identificar mejor el(los) problema(s) jurídicos centrales del caso,...
- Me ayudaron a ser más reflexivo(a) y consciente sobre mi proceso de...



3. Frente a los ejercicios de escritura en las zonas desarrollados en el curso, seleccione qué tan de acuerdo está con las siguientes afirmaciones.

■ Totalmente en desacuerdo
 ■ En desacuerdo
 ■ Ni en desacuerdo ni de acuerdo
 ■ De acuerdo
 ■ Totalmente de acuerdo



4. Frente a los ejercicios de escritura en las zonas desarrollados en el curso, ¿usted los usaría nuevamente para su estudio personal o en otras clases en las que tenga que resolver casos problemáticos?

- Definitivamente sí 7
- Quizás sí 5
- No estoy seguro(a) 3
- Quizás no 1
- Definitivamente no 0



5. Frente a los ejercicios de escritura en las zonas desarrollados en el curso, ¿usted los recomendaría a un(a) amigo(a) para su estudio personal o para otras clases en las que tenga que resolver casos problemáticos?

● Definitivamente sí	6
● Quizás sí	6
● No estoy seguro(a)	2
● Quizás no	2
● Definitivamente no	0



6. Frente a los ejercicios de escritura en las zonas desarrollados en el curso, ¿considera que el que se hayan hecho a mano fue más beneficioso o perjudicial para usted?

● Mucho más beneficioso	11
● Algo más beneficioso	4
● Ni beneficioso ni perjudicial	1
● Algo más perjudicial	0
● Mucho más perjudicial	0



7. Finalmente, ¿qué fue lo que más le gustó o le disgustó de esta actividad?

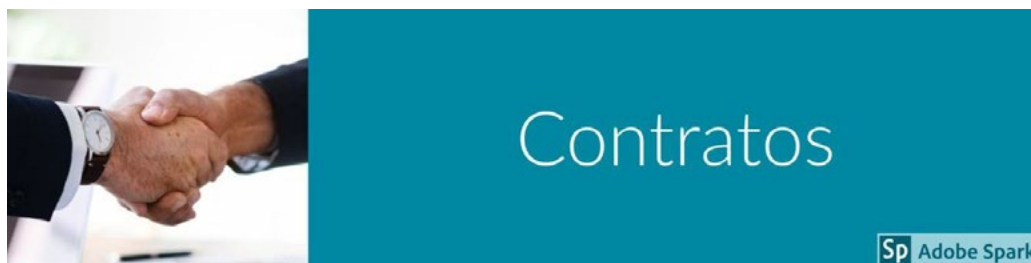
12
Responses

Latest Responses

"Lo que más me gustó fue que nos permitía hacer un filtro de l...
"me pareció una actividad interesante en la medida en que si h...

6 respondents (50%) answered **ideas** for this question.





PBL - Problema del Módulo 1: Contratos preparatorios

¿Promesas incumplidas?¹

Jorge y María son una pareja de esposos que, muy a su pesar, viven en ciudades distintas pues ambos son comerciantes. Jorge vive en Cali y María en Bogotá. Sin embargo, ambos se encuentran una vez cada mes en Pereira para mantener viva la llama de su relación.

En razón de la feroz competencia con cadenas mayoristas, y dada la necesidad de obtener algún dinero para importar nuevas mercancías para la reventa, el 3 de agosto de 2022 Jorge le propuso a María que ella le comprara su apartamento ubicado en Cali, el cual a la fecha se encuentra embargado. María le respondió en aquella ocasión que le compraría el apartamento tan pronto vendiera un lote de mercancías que tenía en su establecimiento de comercio en Bogotá.

Confiado en lo dicho por su esposa, el lunes siguiente Jorge pidió un préstamo a la Cooperativa Solidaria, convencido de que en las próximas semanas María realizaría la venta mencionada y le compraría el apartamento. Jorge pensaba que pagaría el préstamo a su vencimiento, cinco semanas después, con el dinero que María pagara por el inmueble.

En el siguiente encuentro con María, y ante la demora en realizar la venta de su apartamento, esta le informó a Jorge que se había gastado el dinero de la venta de su mercancía en la compra de electrodomésticos, razón por la cual no podría efectuar el pago del apartamento según lo convenido. Jorge pasó el incidente por alto y consiguió un nuevo préstamo con un agiotista, con unos intereses que rayaban en la usura, para pagar el crédito con la Cooperativa Solidaria.

Jorge hizo un nuevo ofrecimiento de venta del apartamento a María, mediante una carta enviada por correo certificado el 8 de septiembre de 2022. En dicha comunicación indicó que, en caso de que María aceptara, le vendería el apartamento identificado con el número 401 de la Avenida Roosevelt con carrera 20 en Cali, del edificio Los Tulipanes, por un precio en dólares que sería determinado en el momento de la celebración del contrato prometido con base en la tasa representativa del mercado vigente para ese día.

¹ Problema elaborado por Marcela Castro Ruíz y actualizado por Juan Carlos Durán Uribe. Para uso exclusivo del curso de Contratos, Universidad de los Andes. Versión: enero de 2023.

En el mismo documento se expresó que la escritura pública correspondiente se suscribiría en alguna Notaría de la ciudad de Cartago, Valle, “a más tardar dentro de los veinte días siguientes a la fecha de aceptación de la carta”. Finalmente, la carta fijaba un término de respuesta de ocho días, contados a partir de la fecha de envío de esa comunicación.

Cinco días después, Jorge recibió un mensaje por Whatsapp de María, en el que aceptaba la oferta, pero le solicitaba que el encuentro se realizara en Armenia para que allí se otorgara la escritura pública correspondiente. Jorge estuvo de acuerdo con los términos propuestos por María y así se lo hizo saber por medio de una llamada telefónica.

Quince días después del mensaje de Whatsapp de María, Jorge se presentó en la Notaría 1ra de Armenia dispuesto a cumplir su palabra. No obstante, luego de esperar desde las 8am hasta las 5pm, Jorge vio que desgraciadamente María nunca se presentó.

Desesperado ante dicha situación, Jorge se vio en la obligación de buscar a un abogado para que adelantara dos procesos: uno de divorcio y otro para exigir el cumplimiento de un contrato de promesa de compraventa de bien inmueble que celebró con su esposa y para que se exigiera el pago de la correspondiente indemnización de perjuicios causados por los incumplimientos ocurridos tanto en el mes de agosto como en el fallido encuentro en Armenia.

María a su vez consiguió un abogado y le comunicó a Jorge que no estaba obligada a cumplir ningún contrato de promesa ya que nunca había sido celebrado. De igual modo, negó tener la obligación de pagar perjuicios.

Ante la desavenencia ocurrida entre Jorge y María, el caso se somete a su consideración como conciliador en derecho. Para tal efecto debe redactar un concepto jurídico en el cual debe identificar y resolver el problema jurídico central, evaluar las posiciones de las partes y proponer fórmulas de arreglo.

English Version²

PBL – Module 1 Problem: Preparatory Contracts Unfulfilled Promises?³

Jorge and María are a married couple of merchants who, much to their regret, live in different cities: Jorge lives in Cali, and María lives in Bogotá. However, they meet once a month in Pereira to keep the flame of their relationship alive.

Due to the fierce competition with wholesale chains and the need to obtain some money to import new goods for resale, on August 3, 2022, Jorge verbally proposed to María that she purchased his apartment in Cali, which is currently under foreclosure. María responded that she would buy the apartment as soon as she sold an order of merchandise she had in Bogotá.

Trusting in his wife's word, the following Monday Jorge took a loan from "La Solidaria" Cooperative Agency, convinced that María would buy him his apartment. Jorge thought he would repay the loan, due in five weeks, with the money paid by María.

In the next meeting with María, and due to the delay in selling her apartment, she informed Jorge that she had spent the money from the sale of her merchandise on buying appliances, so she couldn't pay for the apartment as agreed. Jorge overlooked the incident and obtained a new loan from a loan shark, with an interest rate bordering on usury, to repay the loan with "La Solidaria".

Jorge made a new offer to sell the apartment to María through a certified mail letter sent on September 8, 2022. Therein, he said that if María accepted, he would sell her the apartment "number 401 on Roosevelt Avenue with 20th Street in Cali, from the 'Los Tulipanes' building, for a price in American dollars to be determined by the official exchange rate of the day the Sale Contract Deed was signed." The document also stated that the "Deed is to be signed before a Notary Public in the city of Cartago, Valle, no later than twenty days after the date of acceptance of this letter." Finally, the letter set an eight-day response period, which started from the date of emission.

Five days later, Jorge received a WhatsApp message from María, in which she accepted the offer but requested that the meeting took place in Armenia, so that the Sales Deed could be signed there. Jorge verbally agreed to this through a phone call with his wife.

Fifteen days after María's WhatsApp message, Jorge showed up at the 1st Notary Public of Armenia. However, after waiting for her from 8am to 5pm, Jorge left broken-hearted, as María didn't show up or call him.

Desperate, Jorge hired a lawyer to file for two legal procedures against María: (i) for divorce; and (ii) for specific performance to sign the Sales Deed based on the breach of an

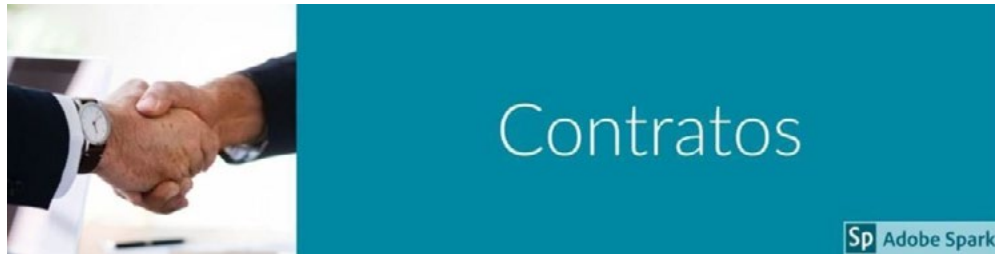
² This translation was made possible using Artificial Intelligence (ChatGPT) and human edition of the generated text.

³ Original problem by Marcela Castro Ruiz. Revised and edited by Juan Carlos Durán. Version: January 2023.
© Made exclusively for use by students of the School of Law, Universidad de los Andes.

“existent and valid promise-to-sell contract” between him and Maria, including the payment of expectation damages caused by her breaches in August and September.

María, in turn, hired a lawyer and informed Jorge that she was not obliged to fulfill any promise contract since it was nonexistent. Similarly, she denied having the obligation to pay damages.

Upon this disagreement, the case is submitted to your consideration as a legal mediator. For this purpose, you must draft a legal opinion in which you ought to identify and resolve the central legal issue, evaluate the parties’ arguments, and propose settlement formulas.



Contratos 2023-10

Problema del Módulo 3 – Contratos que implican el uso y goce de bienes

La bomba¹

Vicente y Mariela Cardozo son propietarios de una estación de servicio de gasolina ubicada en La Dorada, Caldas. La “bomba”, como se le suele llamar a este tipo de negocios, es una de las que más reporta ventas en el mercado minorista de combustibles en Colombia a enero de 2022, según fuentes autorizadas.

Su historia se remonta a 2019, año en el cual los señores Cardozo recibieron la propiedad del lote por virtud de sentencia de adjudicación que dio fin a un proceso divisorio de un terreno de mayor extensión. Aprovechando que el inmueble se encontraba a la orilla de la troncal del Magdalena, construyeron la estación, los depósitos de combustible, zona de descanso, un edificio de administración y un local comercial destinado a servir como tienda de conveniencia. Para el funcionamiento del negocio, en enero de 2019 los señores Cardozo celebraron un contrato de suministro minorista de combustibles con la compañía Petrocol S.A. a seis años prorrogables. Como consecuencia de este, la estación de servicio tiene como bandera la marca Petrocol.

Los problemas que traía la administración de la “bomba” cansaron rápidamente a los señores Cardozo. Por ello, el 25 de enero de 2021 se celebró entre estos, como arrendadores, y la compañía Sol Magdalena S.A.S. (SM), como arrendataria, un contrato de arrendamiento sobre la totalidad de la estación de servicio, a dos años prorrogables, siempre que ninguna de las partes manifestara su intención de no prorrogarlo en un término “razonable”. Se pactó un canon mensual del 1% de las ventas netas de combustible mensuales, pagadero dentro de los primeros cinco días de cada mes. En caso de mora, SM debía pagar a los señores Cardozo intereses moratorios comerciales a la máxima tasa legal permitida. El contrato constó en un documento privado protocolizado en la Notaría Única de La Dorada, acreditado por dos testigos.

En virtud del arrendamiento, SM debía respetar y cumplir las obligaciones del contrato de suministro vigente con Petrocol S.A., so pena de considerarse justa causa para su terminación.

¹ Problema elaborado por Juan Carlos Durán Uribe. Versión: Enero 2023. Para uso exclusivo del curso de Contratos de la Universidad de los Andes.

La relación contractual transcurrió en calma. Fue por el primer año en que las ventas de la estación de servicio se dispararon en razón del alto tráfico de tractocamiones por la recientemente inaugurada Ruta del Sol, por la confortable área de descanso y por la tienda de conveniencia que abrió SM. Esta tienda, de 150m² en total, fue remodelada íntegramente por la compañía para albergar góndolas de productos, área de depósito, cajas y aire acondicionado central para escapar del asfixiante calor del Magdalena medio. Igualmente, SM se hizo cargo de reparar uno de los tanques de depósito de combustible que se encontraba fisurado. SM siempre pagaba el canon con uno o dos días de retraso, junto con los correspondientes intereses, sin objeción alguna de los Cardozo.

A pesar de los buenos resultados, a mediados de 2022 la situación económica de los señores Cardozo sufrió un revés considerable. Ahogados en deudas con la banca, los señores Cardozo requerían liquidez inmediata. Por ello vendieron la estación de servicio por un nada despreciable precio de \$2.000 millones a la sociedad La Milagrosa S. en C. Se trataba de una compañía familiar que en muy poco tiempo había logrado hacerse a la propiedad de varias estaciones de servicio de combustible en Bogotá, y ahora estaba interesada en expandirse. La venta constó en escritura pública, debidamente registrada e inscrita en el registro mercantil.

Notificada de la venta, Petrocol no presentó oposición alguna y aceptó a La Milagrosa como nueva parte contractual en el suministro. Del mismo modo, SM no presentó en su momento ninguna objeción, confiando en que su arrendamiento se había prorrogado.

Pero esa confianza se evaporó rápidamente. Como nueva propietaria de la “bomba”, el 25 de enero de 2023 La Milagrosa notificó a SM la terminación del contrato de arrendamiento a partir del 15 de marzo de 2023, basándose para ello en lo dispuesto en el artículo 2020 del Código Civil.

A esto, el 1 de febrero SM contestó mediante una dura carta que no desocuparía en la fecha indicada, pues según los artículos 518 a 524 del Código de Comercio el arrendamiento se había prorrogado en iguales condiciones hasta el 25 de enero de 2025 y que, además, le asistía el legítimo derecho de renovación y al reembolso de las reparaciones y mejoras.

El 4 de febrero, La Milagrosa respondió a SM insistiéndole en la entrega de la estación para el 15 de marzo de 2023 según la “normativa aplicable” del Código Civil, o de lo contrario iniciaría las acciones de restitución contempladas en el Código General del Proceso. SM rápidamente contestó que su arrendamiento era “oponible y existente”, y subrayaba la aplicación de las normas protectoras del Código de Comercio.

Inquietos por el intercambio de cartas, los representantes legales de La Milagrosa y de SM acuden a ustedes para que rindan concepto jurídico y planteen las estrategias de acción o defensa frente a esta encrucijada.

Grupos pares: La Milagrosa; Grupos impares: SM

The “Bomb³”

Vicente and Mariela Cardozo own a gasoline service station in La Dorada, Caldas. The "bomba," as this type of business is commonly called, is one of the top-performing in the retail fuel market in Colombia as of January 2022.

Its story began in 2019, year in which Mr. and Mrs. Cardozo acquired the property after a judge adjudicated it to them. Due to its exceptional location on the side of the Ruta del Sol (a highly transited highway connecting northern and central Colombia), they built the service station, fuel tanks, a rest area, an administrative building, and a convenience store. For its operation, in January 2019, the Cardozos entered into a six-year renewable retail fuel supply contract with Petrocol S.A. As a result of this, the service station carries the Petrocol brand.

The challenges of managing the "bomba" quickly burned out the Cardozos. On January 25, 2021, a lease agreement was signed between them, as landlords, and the company Sol Magdalena S.A.S. (SM), as a tenant, upon the entire service station for two renewable years, provided neither party expressed their intention not to renew within a "reasonable" period. A monthly rent of 1% of the monthly net fuel sales was agreed, payable within the first five days of each month. In case of default, SM was obligated to pay commercial interest to the Cardozos at the maximum legal rate. The contract was signed in a private document before the Notary Public of La Dorada (Caldas), accredited by two witnesses.

Under the lease, SM was obligated to respect and fulfill the obligations of the current supply contract with Petrocol S.A., and failing to comply would constitute just cause for termination.

The execution proceeded smoothly. During the first year the sales skyrocketed thanks to the high traffic of trucks on Ruta del Sol, the comfortable rest area, and the convenience store which SM opened and managed. This store, totaling 150m², was entirely renovated by the company to accommodate product shelves, storage area, cash registers, and central air conditioning to escape the oppressive hot climate. SM also repaired one of the fuel tanks, that was leaking. SM always paid the rent with one or two days of delay, along with the corresponding interest, without any objection from the Cardozos.

Despite the good results, in mid-2022 the economic situation of the Cardozos suffered a significant setback. Drowning in debt, they needed to sell their assets. Thus, they sold the service station for a substantial price of \$2 billion to La Milagrosa S. en C., a family

² This translation was possible by Artificial Intelligence (ChatGPT) and human edition of the generated text.

³ Problem written by Juan Carlos Durán Uribe. Version: January 2023. © Exclusive for use in Contract Law course, Universidad de los Andes.

company that had quickly owned several fuel service stations in Bogotá, and was now interested in expanding. The sale was documented in a public deed, duly registered and published in the Chamber of Commerce.

Notified of the sale, Petrocol raised no objections and accepted La Milagrosa as the new contractual party in the supply contract. Similarly, SM did not raise any objections at the time, trusting that their lease contract had been renewed.

However, that confidence quickly evaporated. As the new owner of the "bomba," on January 25, 2023, La Milagrosa notified SM of the termination of the lease contract from March 15, 2023, based on Article 2020 of the Civil Code.

In response, on February 1, SM replied with a strong letter stating that they would not vacate on the specified date because, according to Articles 518 to 524 of the Commercial Code, the lease had been renewed on the same terms until January 25, 2025, and that they also had the legitimate right to renewal and reimbursement for repairs and improvements on the property.

On February 4, La Milagrosa responded to SM insisting on the handover of the station by March 15, 2023, according to the "applicable regulations" of the Civil Code, or else it would initiate legal actions as per the General Procedural Code. SM quickly responded that their lease was "opposable and existing," emphasizing the application of protective norms in the Commercial Code.

Concerned about the exchange of letters, the legal representatives of La Milagrosa and SM turn to you for a legal opinion, outlining strategies for action or defense in this predicament.

Even groups: La Milagrosa; Odd groups: SM.