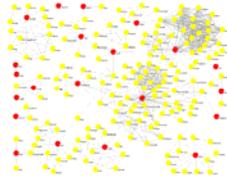
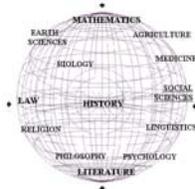


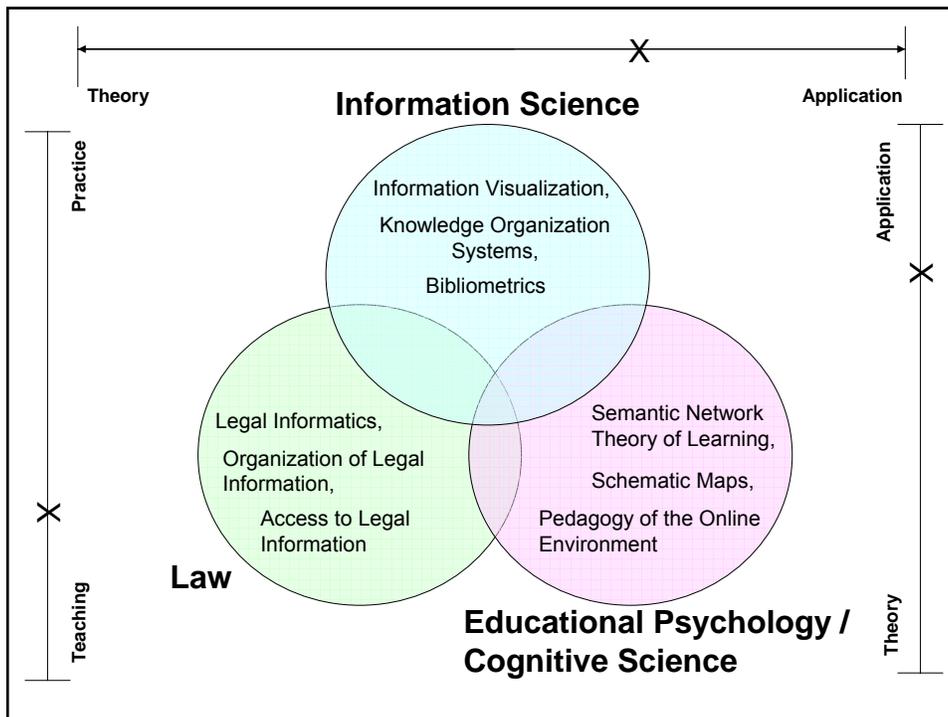
A Proposed Doctoral Research Agenda



Peter A. Hook
Information Visualization Laboratory
December 16, 2004



Where can I make the most significant contributions commensurate with my interests?



Big Picture Interests

- Domain Maps for Classroom Teaching
- Visual Interfaces to Digital Libraries that Incorporate Domain Maps
 - subtly impart the underlying organizational schema to the user.
 - enhance recall and facilitate navigation back to previously viewed content.
 - Visual OPAC's
- Legal Metrics and Visualizations
- Incorporating GPS metadata into cataloging (and the Semantic Web?)

Qualifying Paper

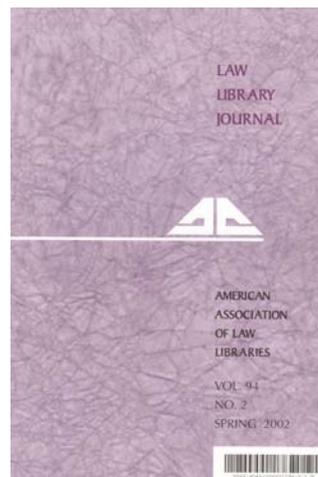
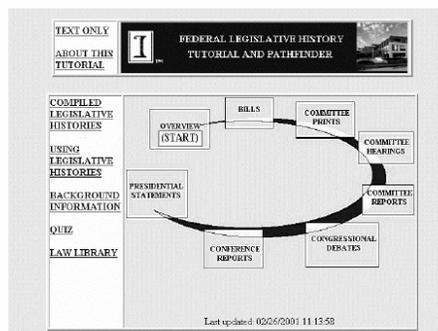
- Survey of the history of KDV's (domain maps), their application, and their use as visual interfaces to digital libraries.
- Combined with a survey of all of the relevant benefits of KDV's from the perspective of educational psychology.

KDV's \cap Educational Psychology

Expand On Initial Educational Psychology Findings

Hook, Peter A., "Creating An Online Tutorial and Pathfinder,"
Law Library Journal 94:2 (2002)
243-265.

Navigation Frontispiece



Semantic Network Theory of Learning

- Our memory is organized into networks consisting of interlinked nodes.
- Nodes are basic pieces of information or individual words.
- The interlinking of nodes forms knowledge structures or schemas.
- Learning is the process of building new knowledge structures by acquiring new nodes.

Semantic Network Theory Con't

- These new nodes are interrelated with existing nodes and with each other.
- When learners form links between new and existing knowledge, the new knowledge is integrated and comprehended.
 - DAVID H. JONASSEN ET AL., STRUCTURAL KNOWLEDGE: TECHNIQUES FOR REPRESENTING, CONVEYING AND ACQUIRING STRUCTURAL KNOWLEDGE 9 (1993).
 - Domain Maps facilitate this process.

Domain Map Benefits Con't

- Ideas with structure are better recalled than unstructured lists of ideas.
- Understanding the “structural organization of a knowledge domain is a better predictor of being able to problem solve in an area than aptitude (as measured by standardized test scores) or past performance on a similar set of problems.”
- What separates expert and novice problem solvers is the well-developed and interconnected knowledge networks of the experts.

Domain Map Benefits Con't

- Structured overviews, spider maps, concept maps, and cognitive maps are ways to **explicitly** depict the organization of content through graphics.
- They provide a non-textual means for the user to assimilate a knowledge schema.
- They provide visual scaffolding for the assimilation and comprehension of ideas in a knowledge domain.

Educational Psychology

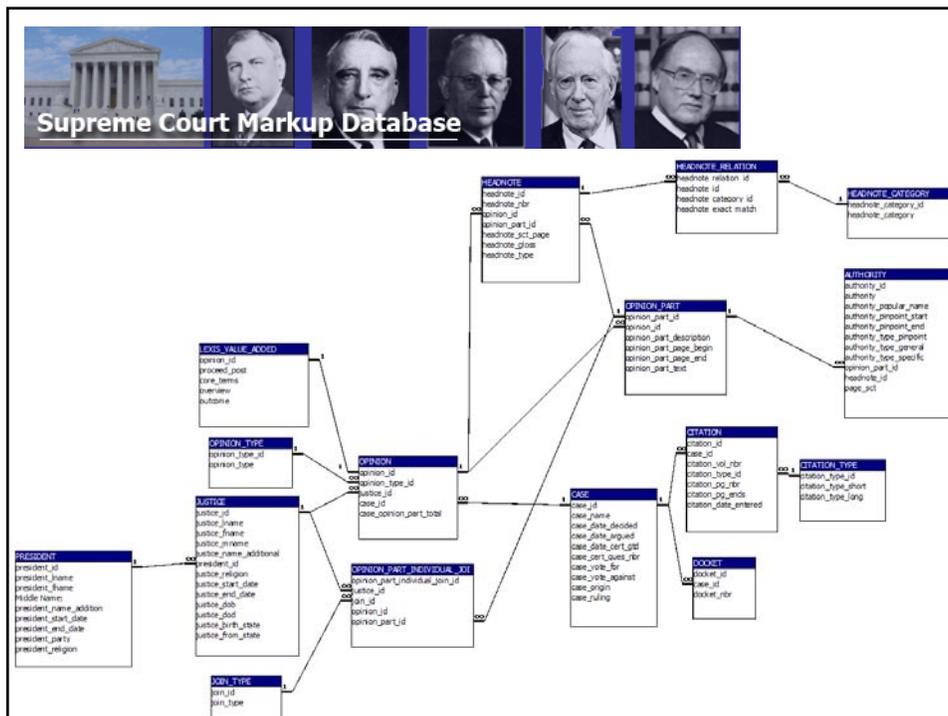
- Experts conveying information instinctively structure the information based on their knowledge schema for that particular domain.
- Readers who are able to discern the author's schema are better able to remember and internalize the information than those who don't recognize the author's organizational framework.
- Learners who are regarded as having good reading comprehension instinctively search out the author's organizational structure and use it to recall content.

Visual Perception and Pedagogy

- Researchers believe that textual and visual information are stored in different areas of the brain.
- Visual information stored in the nonverbal memory region can be highly effective in cuing memory stored in the verbal region.
 - Raymond W. Kulhavy & William A. Stock, Reference Maps as a Framework for Remembering Text, in COMPREHENSION OF GRAPHICS 153, 154 (Wolfgang Schnotz & Raymond W. Kulhavy eds., 1994).

Visual Perception Con't

- Textual or visual information is easier to remember if it can be stored and located spatially.
 - George A. Miller, Psychology and Information, AM. DOCUMENTATION, July 1968, at 287, 288; William Winn, Contributions of Perceptual and Cognitive Processes to the Comprehension of Graphics, in COMPREHENSION OF GRAPHICS at 3, 20.
- The spatial dimension of memory and learning is more important than non-spatial features such as color.
- Animals and humans “learn associations between places and actions more readily than between forms, colors, or sizes and actions.”





- Database – tool to store data and analyze the work of the Supreme Court
 - capture the differences between Lexis and West categorizations and facilitate meaningful comparisons
 - spot trends
 - generate relevant metrics
 - provide data to visualize the work of the Court based on semantic space, topic co-occurrence, or citation linkages

Cases in Context:

The Content of Barnett's Contracts Casebook
Overlain on a Domain Map of Contracts

Peter Hook

L597: Structural Data Mining
and Modeling

December 8, 2004

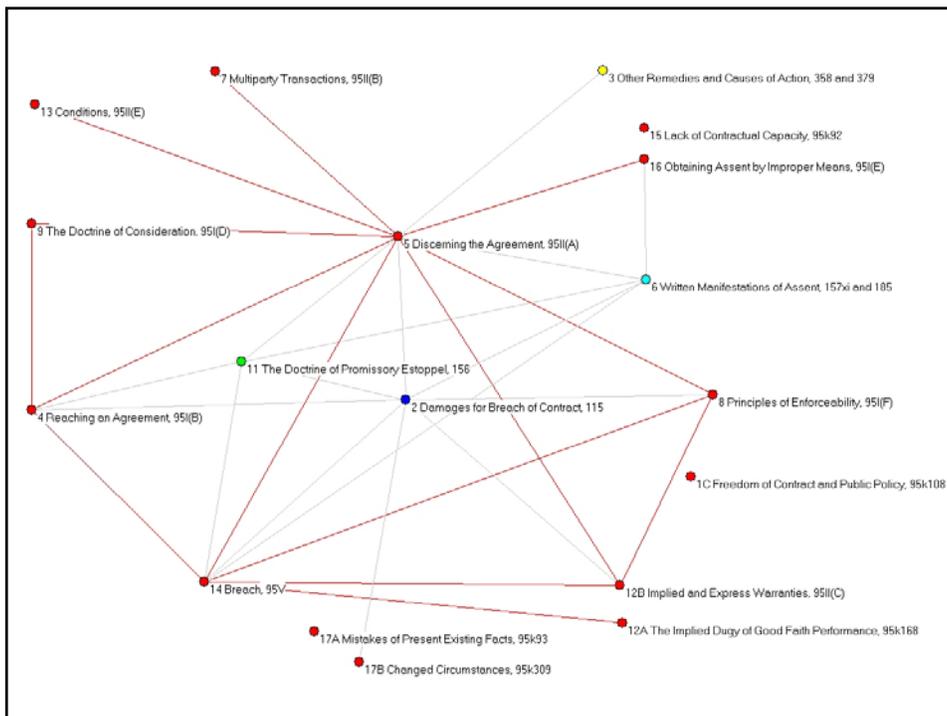
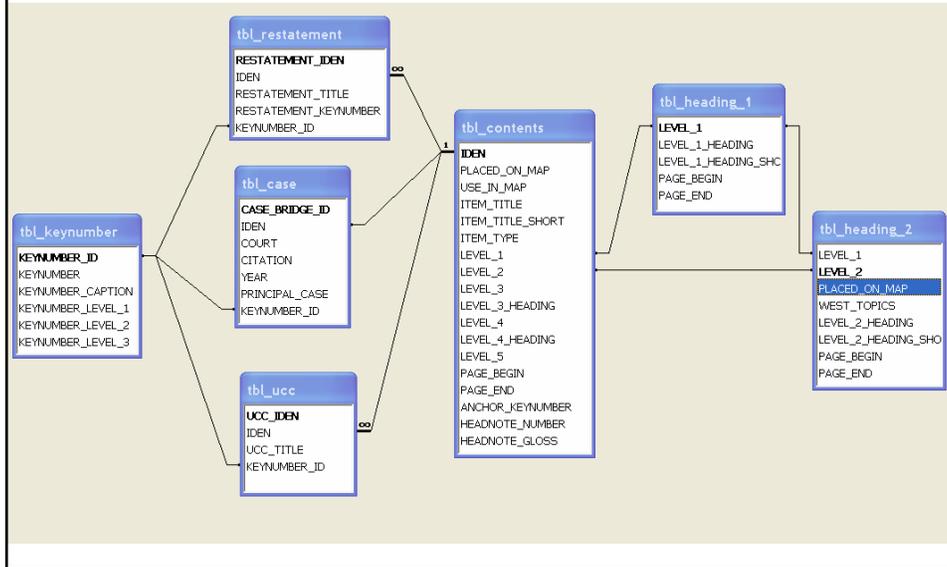


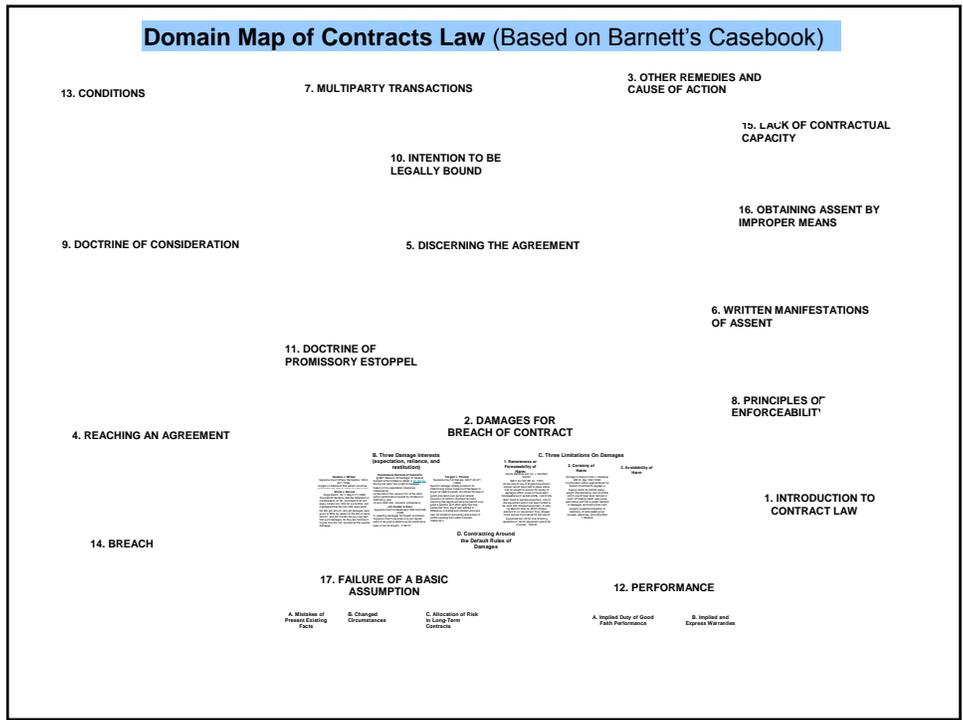
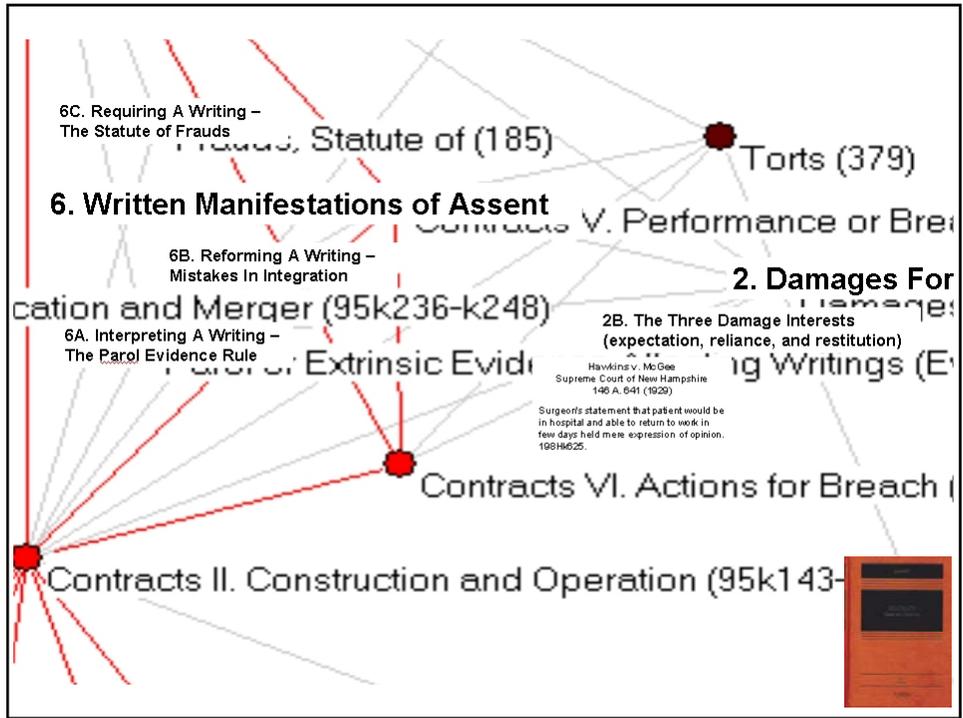
Goal

- Produce a domain map of Contracts law based on the items contained in one casebook.
- Provide an alternative to the lengthy table of contents as a study aid and schematic organization tool.
- Use spatial cues to facilitate memory and the internalization of the conceptual schema of Contracts law.

xviii	Contents	Contents	xix
2. Which Terms Were Agreed To?	438	<i>Ethical Background: The Role of the Lawyer</i>	
<i>Step-Saver Data Systems v. Wyse Technology</i>	439	<i>In Schwedes</i>	506
Sales Contracts: The Uniform Commercial Code	449	American Bar Association Model Rules of Professional Conduct (2002)	506
<i>ProCD v. Zeidenberg</i>	451	<i>In re RealNetworks</i>	511
3. Terms That Follow Later	457	3. Satisfying the Requirement of a Signature	513
<i>Hill v. Gateway 2000</i>	457	<i>Parma Tile Mosaic & Marble Co. v. Estate of Fred Short</i>	514
<i>Klocek v. Gateway</i>	461	Statutory Background: Writings and the "E-Sign" Act	515
Statutory Background: Proposed Revisions to the Uniform Commercial Code	464	Statutory Background: Provisions for E-Signatures	515
		Uniform Electronic Transactions Act (1999)	515
6		Uniform Computer Information Transactions Act (2001)	516
WRITTEN MANIFESTATIONS OF ASSENT	467	Proposed Revisions to Uniform Commercial Code (2002)	516
A. INTERPRETING A WRITING — THE PAROL EVIDENCE RULE	467		
<i>Thompson v. Libbey</i>	468	MULTIPARTY TRANSACTIONS	517
<i>Brown v. Oliver</i>	469	A. TRANSFERRING RIGHTS OR DUTIES TO THIRD PARTIES	517
Restatement (Second) of Contracts	471	<i>Legal Background: Introduction to Assignment and Delegation</i>	517
Sales Contracts: The Uniform Commercial Code	473	E. Allan Farnsworth, Contracts	517
<i>Pacific Gas and Electric Co. v. G. W. Thomas Drayage & Rigging Co.</i>	474	1. Assignment of Contractual Rights	519
<i>Trident Center v. Connecticut General Life Insurance Co.</i>	477	<i>Kelly Health Care v. The Prudential Insurance Co. of America</i>	520
Comparative Law Background: The Parol Evidence Rule Under the United Nations Convention on Contracts for the International Sale of Goods	483	Restatement (Second) of Contracts	522
Daniel D. Barnhizer, CISG as an Alternative System of Default Rules Governing the Sale of Goods	483	<i>In re Nance</i>	523
B. REFORMING A WRITING — MISTAKES IN INTEGRATION	487	Restatement (Second) of Contracts	530
<i>The Travelers Insurance Co. v. Batley</i>	487	2. Delegation of Contractual Duties	531
Restatement (Second) of Contracts	489	<i>Sally Beauty Co. v. Nexxus Products Co.</i>	531
C. REQUIRING A WRITING — THE STATUTE OF FRAUDS	490	Sales Contracts: The Uniform Commercial Code	535
Restatement (Second) of Contracts	490	B. MANIFESTING ASSENT THROUGH AN AGENT: TYPES OF AUTHORITY	536
1. The Statute and Its Exceptions	491	<i>New England Educational Training Service, Inc. v. Silver Street Partnership</i>	537
<i>Boone v. Coe</i>	491	<i>Sauber v. Northland Insurance Co.</i>	541
Restatement (Second) of Contracts	495	<i>Jennings v. Pittsburgh Mercantile Co.</i>	545
<i>Riley v. Capital Airlines, Inc.</i>	498	<i>International Telemeter Corp. v. Teleprompter Corp.</i>	549
Sales Contracts: The Uniform Commercial Code	499	C. THIRD-PARTY BENEFICIARIES OF A CONTRACT	556
Restatement (Second) of Contracts	500	1. Intended Beneficiaries	557
2. Satisfying the Requirement of a Writing	500	<i>Seaver v. Ransom</i>	556
<i>Schwedes v. Romatin</i>	500	Restatement (Second) of Contracts	560
<i>Leonard v. Pepsico</i>	504		
Restatement (Second) of Contracts	505		
		7	

Structure in Database Terms





Crude Mockup of Domain Map (Detail)

2. DAMAGES FOR BREACH OF CONTRACT

B. Three Damage Interests (expectation, reliance, and restitution)

(1929)
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Restatement (Second) of Contracts

§ 347. Measure Of Damages In General
Subject to the limitations stated in §§ 350-53, the injured party has a right to damages based on his expectation interest as measured by
(a) the loss in the value to him of the other party's performance caused by its failure or deficiency, plus
(b) any other loss, including incidental or consequential loss, caused by the breach, less
(c) any cost or other loss that he has avoided by not having to perform.

Tongish v. Thomas

Supreme Court of Kansas, 840 P.2d 471 (1992)
Specific damage remedy provision for determining proper measure of damages to buyer for seller's breach of contract for sale of goods prevailed over general remedy provision of Uniform Commercial Code requiring that aggrieved party be placed in as good a position as if other party had fully performed; thus, buyer was entitled to difference in market and contract price and was not limited to recovering actual loss of profits resulting from seller's breach. 343k418(1)

J.O. Hooker & Sons

Supreme Court of Mississippi, 683 S.2d 396 (1996)
In awarding damages for breach of contract, Supreme Court's purpose is to put injured party in as good a position as he would have been in but for breach. 115k117.

1. Remoteness Foreseeability of

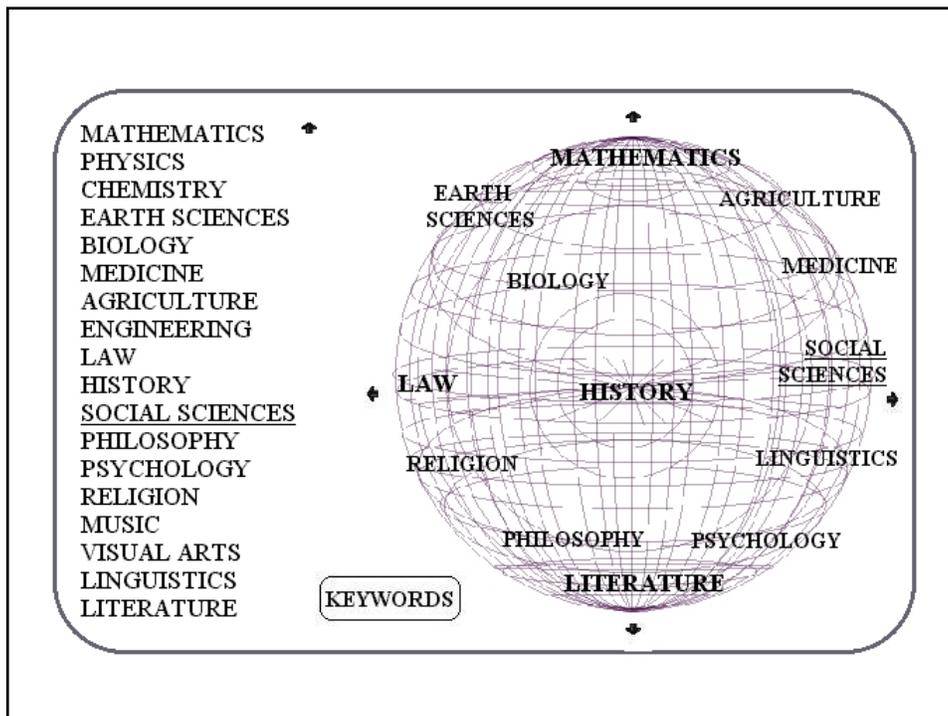
Hector Martinez and Co. v. Sou
606 F.2d 106 (5th Cir. 1
Unlike loss of use of shipped equipm
have had to plead notice had he sou
variety of damages which could not ha
such as lost profits, cost of idle labo
equipment, cost of idle equipment, whic
be used with shipped equipment, or de
on which shipper planned to run equip
could recover from carrier for lost use c
for cost of mining operations in which e
involved. 70k103

Possible Dissertation Work:

- Ideally, my domain map would be a dynamic and interactive computer program.
- The user could toggle between different layouts of the domain map based on different methods (co-term, semantic analysis, linear typewriter grid population, or random.)
- The professor and students could provide meaningful feedback as to the technique that yields the best layout for doctrinal teaching purposes.
- Students could annotate the maps and manipulate them in whatever way they found to be meaningful.

Possible Dissertation Con't:

- Such an interactive and dynamic system is likely to be the only tool to provide truly definitive and empirical user testing as to the best layout techniques.
- Also, the dynamic map would be able to break the content into two maps representing the two semesters over which contract law is usually taught.
- My next step is to get a more finished draft, with significant details so I can once again get a teaching professional excited about my maps and willing to user test with his/her students.



[TEXT ONLY](#)

[ABOUT THIS TUTORIAL](#)



**FEDERAL LEGISLATIVE HISTORY
TUTORIAL AND PATHFINDER**



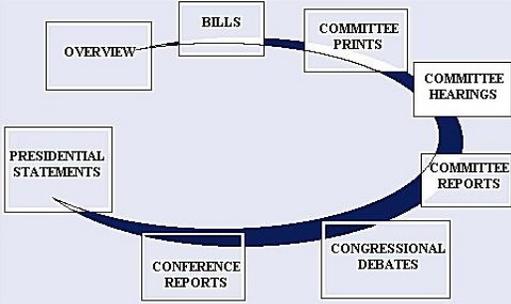
[COMPILED LEGISLATIVE HISTORIES](#)

[USING LEGISLATIVE HISTORIES](#)

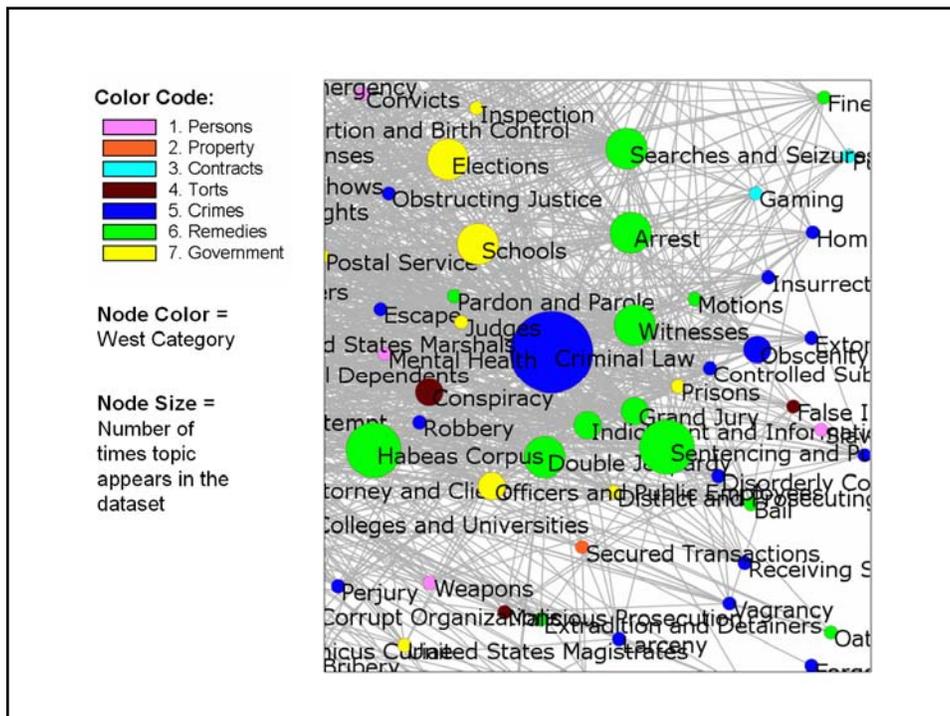
[BACKGROUND INFORMATION](#)

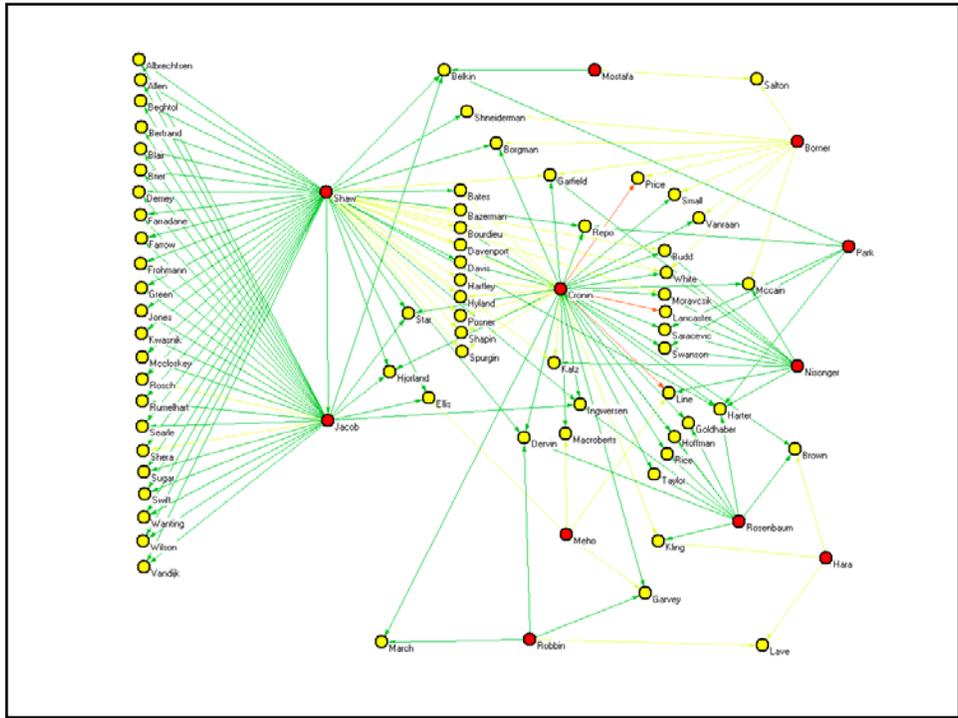
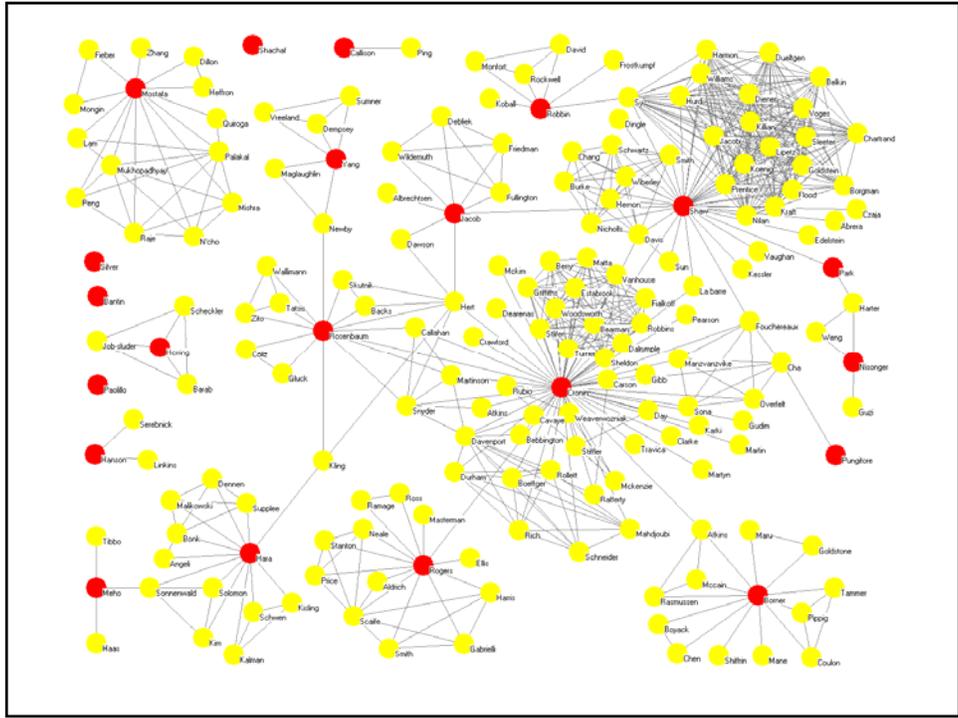
[QUIZ](#)

[LAW LIBRARY](#)



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THE END