

A TRIBUTE TO PROFESSOR JOHN ROBIN BRADLEY

*Benjamin McMurtray**

By the time I first stepped foot inside the University of Mississippi School of Law, John Robin Bradley was already a living legend within Mississippi's legal community. On the school's faculty since 1966, Professor Bradley had already impacted the lives of thousands of Mississippi's law graduates. He was already the state's preeminent expert in workers' compensation, having written two books and more than a dozen articles on the subject. He was also already one of the most beloved professors in the school's long history. While I had no idea of Professor Bradley's reputation or achievements when I started law school, it took me all of about two minutes in his class to realize that there is something special about the man.

I still remember my first day of contracts in the old Lamar Law Center. I recall sitting with a group of students who I had only met a few days before; all of us, while still relative strangers to one another, already united in our prayer that we not be called on to answer a question that day. Until then, my only experience with a law professor had been Professor Charles Kingsfield, the harsh and fearful character in the movie *The Paper Chase*. I fully expected Professor Kingsfield to walk into the room, immediately launch into a discussion which I would in no way understand, and absolutely belittle and terrify the class in the process. Instead, we got Professor Bradley. The contrast couldn't have been clearer. While it was apparent that Professor Bradley knew everything there is to know about contracts, it was equally obvious that the man before us wasn't at all the mean-spirited professor I'd grown to fear. There was no hint of an attempt to scare us just for the sake of being mean. Instead, the first thing Professor Bradley did when he walked into the room was smile at us. He introduced himself and welcomed us to his class before he began discussing

* University of Mississippi School of Law, Class of 2013; Associate at the firm of Glover, Young, Walton & Simmons, PLLC, located in Meridian, Miss.

the basics of a contract, and I knew then that this was a man who cared not only for his subject, but also for his students.

By the end of the class, much of my anxiety over law school in general, and contracts in particular, had vanished. As I assume many of my fellow students also did at the end of that day, I called my parents to tell them how class had gone. I was delighted to hear that not only had they both taken classes taught by Professor Bradley when they were in law school in the early 1980s, but that they thought very highly of him. My mother told me that not only was he a good professor, but that he possessed one of the most uncommonly dry wits she'd ever come across. In hindsight, that description of Professor Bradley's sense of humor was, and is, a complete understatement.

Put simply, Professor Bradley is one of the funniest professors that I've ever had. Contained within that kindly, unassuming exterior is a man that can deliver a punch line as well as anyone. More importantly, he used that sense of humor to turn one of the most tedious subject matters in law school into one that students could understand and appreciate. His methods were many, ranging from jokes, to props,¹ to surreptitiously feeding lines to students before class that they were to repeat back to him at a precisely choreographed moment in the lecture.² In the middle of class he would walk to the classroom door, open it, and shout things into the school's hallways and atrium.³ He would

¹ Professor Bradley is well known for bringing a human skull to class in order to illustrate the point that it is impossible to objectively know what someone was thinking at the time that they formed a contract—instead other people must rely on that person's statements, behaviors, writings, past behavior, etc. To prove this point, he would hand the skull to a student in class, ask them to open the top of it (which had been sawed off and then reattached using a hinge) and see if they could figure out what the person was thinking. I was "fortunate" enough to be chosen as the student in my class to open the skull. When I looked inside of it, there was a post-it note with the words, "Do not sell to the infidel," written on it.

² From Sterling Kidd, *Ole Miss Law, Class of 2010*: "During contracts, Professor Bradley asked a student, 'How many ways are there to skin a cat?' The student replied, 'I am sure there are many.' Professor Bradley rejected this answer, and sought another volunteer. That volunteer replied, 'More than one.' This answer was accepted. Only the precise cliché would do."

³ In particular, he has been known to shout, "I revoke!" into the hallways, almost certainly startling anyone unfortunate enough to be standing or sitting anywhere nearby. It was always a goal of some enterprising first year students to wait until their second year, figure out which day he would be discussing revocation of a contract, sit

stare unnervingly at a student until he or she hazarded the right answer after giving the wrong one. He would use his own unique (and sometimes baffling) hand gesture for consideration. Even well into his 70s, he would climb on classroom furniture, including students' desks, if he thought it will help make his point more clear. To illustrate the concept of mutual mistake, he would read Brainerd Currie's "Rose of Aberlone," a poem about a cow made famous in the case of *Sherwood v. Walker*.⁴ He even wore a matching tie with little cows all over it. Once, we spent the better part of an entire class session discussing whether or not a payment from a fictitious school in Alabama to a fictitious college quarterback of \$200,000 would constitute a binding contract—a conversation that eventually led to Professor Bradley talking about the recruitment of Marcus Dupree and about Professor Bradley's long-time friend, author Willie Morris. His sense of humor and unique personality, of course, extends outside the classroom as well. Upon being asked by a student if there was any truth to the rumors that he graded his exams by throwing them down the law school steps and seeing where they landed, Professor Bradley is thought to have responded, "No. I don't spend that much time on them."

Outside of class he exudes a kindness and professionalism that a number of students in my year have actively sought to emulate, though none, myself included, have had nearly the success. Each year the school's Public Interest Law Foundation puts on an auction of professor-donated opportunities, such as dinner with Professor Christopher Green and his family, golfing with Dean Richard Gershon, or an Ole Miss football game with Professor Robert Weems (he requires that you be an Ole Miss fan). I was fortunate enough to pool what little money I had left over from student loans with two other students, Grant Mullins and Erin Guyton, and successfully bid on a lunch with Professor Bradley at City Grocery. Grant, Professor Bradley, and I each arrived early, and we were already sitting at the table making small talk when Erin walked in the door. As soon as Professor Bradley saw Erin, he stood up until she approached the table,

outside the door, and then shout back, "I don't accept!" just to see his response. To my knowledge, it never happened.

⁴ 33 N.W. 919 (Mich. 1887).

then walked around to pull out her chair, pushed it in after she'd sat down, and only then did he walk back and return to his seat. Meanwhile, Grant and I sheepishly looked at each other, realizing that we were in the presence of a man with a chivalrous streak far greater than either of us possessed. To this day, Erin says that no single moment has made her feel more like a lady. Professor Bradley, simply by being who he is, sets a high bar for the rest of us, and we are better for it.

One of my most sincere regrets in law school is that I wasn't able to participate in any of Professor Bradley's classes during my second and third years. The students who were able take his workers' compensation class and his corporations class never had anything negative to say about the courses, and it always seemed that an inordinate number of his students were the same ones that had been lucky enough to be assigned to his contracts class first year. His students, it seems, have always cared about him and have always appreciated his dedication to his chosen craft, his love of the law, and his unparalleled ability to teach it to others. As one of those students, I am incredibly grateful to have been able to admire and learn from such a man. While the school might be losing his physical presence, his impact on the school and on the state's legal community will endure. After forty-seven years of teaching, Professor Bradley has cemented his status as one of the law school's greats. I can only hope he enjoys retirement as much as we enjoyed having him as our professor.