Court Case Briefs

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Washington, DC
Spring 2025

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Other

Quizlet and Quimbee were helpful. Examples of flash cards:
Court Cases: https://quizlet.com/1012609253/court-cases-flash-cards
Legal, CivPro, Property: https://quizlet.com/935367513/law-midterm-i-flash-cards
Contracts, Torts: https://quizlet.com/1023128746/law-midterm-ii-flash-cards

Comments

Initial motivation: understanding. I also wanted to go to law school "for fun", but many people in my early years (that I look up to) have advocated against going if the reasoning was purely for fun. (I do not wish to become a lawyer.) Besides, it was lower on my priority list. So this was a good compromise. I was the only Computer Science student in this very large class (200+)! I urge more STEM people to study philosophy, law, English (and other languages), international relations, and history. I think this will be really important. How does one study all this and not fall in love with seeking truth and justice, via nuance, advocacy, doing what is good, and doing what is right?

Mistakes are mine. May contain typos. Specific cases will have AI flag if AI was used in summary.

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February 2025

DuPont v. Christopher
E.I. du Pont deNemours & Co., Inc. v. Rolfe Christopher
431 F.2d 1012 (5th Cir. 1970)
U.S. Court of Appeals for the Fifth Circuit
July 20, 1970
3-0 Decision for DuPont

Facts
Appellants = Rolfe and Gary Christopher ("Christophers")
Respondents = E.I. duPont deNemours & Co. ("DuPont")

Anonymous client hires Christophers to take aerial photos of the DuPont plant under construction.
Photos were taken and delivered to the client.
DuPont noticed the plane and identified the Christophers.
DuPont claimed that plan involved "trade secret" (i.e. a special process to develop methanol).
DuPont requested that the Christophers identify the client.
The Christophers refused.
DuPont filed suit.

Appellants Rolfe and Gary Christopher ("Christophers"), who are photographers, were charged in their case with respondents E.I. duPont deNemours & Co. ("DuPont"), a chemicals company that filed a lawsuit against them. The Christophers were hired by a third party (who wishes to remain anonymous) to take aerial photographs of new construction of a new DuPont plant. DuPont filed a lawsuit against the Christophers. Appellants had their case dismissed in the District Court. Appellants appealed, claiming they did not commit actionable wrong, and filed a 12b6 motion, asking to dismiss the case for failure to state a claim upon which relief could be granted.

Procedural History
The lawsuit for damages against the Christophers was filed in Texas Federal Court. (DuPont could have filed it in state court but chose not to, because the federal rules were more advantageous.)

Christophers file three motions:
- Rule 12(b)(1) - motion to dismiss because of lack of jurisdiction
- Rule 56 - motion for summary judgement

- Rule 12(b)(6) - motion to dismiss due to failure to state a claim upon which relief could be granted

The Christophers' reasoning: all activities were conducted in public airspace: there was no trespass. They violated no government aviation standard, did not breach any confidential relation, and did not engage in any fraudulent or illegal conduct.

DuPont files one motion to compel disclosure by Christophers of client name. Trial court denies all of Christophers' motions, and approves the DuPont motion.

The Christophers appealed the 12(b)(6) motion in an interlocutory appeal to the US Court of Appeals for the 5th Circuit.

Issue

Does a business idea not obtained through a breach of confidence entitle the injured party to damages and/or injunction?
Appellate Court: Did the Texas Federal District Court (trial court) err in dismissing the 12(b)(6) motion filed by the Christophers?

Rule(s)

The Restatement of Torts Section 757 of subsection (a); Hyde Corporation v. Huffines.

One who discloses or uses another's trade secret, without a privilege to do so, is liable to the other if

1) he discovered the secret by improper means, or
2) his disclosure or use constitutes a breach of confidence reposed in him by the other in disclosing the secret to him …

Holding

Appellate Court: Yes, the trial court was correct in their dismissal of the 12(b)(6) motion.
Trial Court: Yes it constitutes improper means, because the construction plant that was photographed was reasonably protected.

Did the trial court err in deciding that DuPont stated a claim on which relief could be granted? The substantive issue for the case was whether aerial photography was an "improper means" of discovering trade secrets, but the interlocutory appeal was only on the procedural grounds of the 12(b)(6).

The case is remanded for trial.

Reasoning

There was no independent research or reverse engineering applied to replicate the secret process. The process was taken without DuPont's permission, while they had taken reasonable precautions to protect it. You cannot obtain knowledge of a process without spending any time or money to figure it out independently.

Application/Analysis

The court disagrees with the Christophers' argument that there was no disclosure of trade secrets from their photographing, where they claim to have done "no actionable wrong" under their actions taken and the definitions of a trade secret and how it might be violated. Previous cases, including the defendants' mention of *Furr's Inc. v. United Specialty Advertising Co.*, have dealt more closely with a breach of a confidential relationship, a trespass, or illegal conduct, though the court argues this case extends more broadly than the *stare decisis*.

DuPont alleged the Christophers unlawfully captured images of trade secrets with the intent to sell the photos, and asked for damages and loss sustained from wrongful disclosure of a trade secret and sought temporary and permanent injunctions prohibiting further photography. The Christophers responded with motions to dismiss for lack of jurisdiction and to dismiss the case due to failure to state a claim upon which relief could be granted. However, upon obtaining immediate appellate review, the court found that DuPont had indeed stated a claim upon which relief could be granted. The court opinion focuses on the claim and thus affirms the decision of the District Court.

Notes:

- What is "improper means"? Texas law doesn't define the term. Neither does the restatement of torts, though it gives us four examples:
    1) Uses physical force to take something from another's pocket
    2) Break into someone's office
    3) Fraudulent misrepresentation to induce disclosure
    4) Tap telephone lines or other espionage
- Court says DuPont took "reasonable efforts to preserve its secrecy" and should not have to incur "enormous expense" to prevent nothing more than a "school boy's trick". "Reasonable efforts" included attempting to cover up facilities from aerial view, though hadn't yet patented their process. Proof of "enormous expense"?
- Court says that "industrial competition must not force us into accepting the law of the jungle as the standard of morality expected in our commercial relations". Is the purpose of law to determine the standard of "commercial morality"?
- Why does a "school boy's trick" ⇒ espionage?

Conclusion

The claim made by DuPont trumps the trade secret and "actionable wrong" clauses of the Christophers. DuPont is granted the right to reparations as well as injunctions put in place to prevent similar further actions of disclosures of trade secrets from happening.

Commentary (Optional)
At first glance I disagreed with the ruling however after understanding the ruling and argument on the claim upon which relief (a court's involvement) can be granted, I agree. But had not DuPont asserted a claim, I wonder how this would be ruled without this piece. I think it was a very clear argument, stronger than all the other points made, and thus I see why the court focused on it. From what I see though, it is hard to quantify but I do try to examine the intent. Here the Christophers' intent seems to be on the fence and quite questionable, though the decision must be reached from a legal perspective. Is there a judgment on intent in the eyes of the law?

I recall from technology and manufacturing, and especially in newer or fast-growing startups, this can get tricky. In Robotic Research LLC, I asked this question to the CTO in high school when visiting the facilities. He responded: "the only way to survive is to always stay ahead". Sometimes he will have an employee quit and three weeks later see a replicate at another company overseas. Oftentimes people will slightly or even fully copy another's idea. A way to combat this is to file a patent application or something similar. Cassey Ho of POPFLEX was able to file one and now sues and rightfully takes down her designs from copycats on fast fashion companies like Shein. The question of where to draw the line on freedom of expression and fair competition can remain on a case-by-case basis. But, the claim argument closes this case. Maybe that's why Taylor Swift advises singers, "get a good lawyer".

It seems to me like the reasons to file a lawsuit and file a motion are very important. They essentially lay the groundwork for what angles to argue from in the case. With the Christophers' "failure to state a claim" argument nullified, their argument became much weaker. I wonder, had their lawyers or representatives done their research in learning if DuPont had a claim issued for relief beforehand? Is this information publicly available?

February 2025

NFIB v. Sebelius
National Federation of Independent Business v. Kathleen Sebelius
567 U.S. 519, 132 S. Ct. 2566, 183 L. Ed. 2d 450 (2012)
Supreme Court of the United States
June 28, 2012
5-4 Decision for Sebelius

Facts
In 2010, Congress passed the Patient Protection and Affordable Care Act ("ACA", aka "Obamacare"). Shortly after, multiple parties (including business organizations, individuals, and 26 states) filed suit challenging the constitutionality of the ACA. The two main points of contention were the individual mandate and the Medicaid expansion provision. The mandate requires people to buy health insurance or pay a penalty, and expansion ties federal Medicaid funds to states expanding their eligibility requirements for the program.

Procedural History
The district court ruled that Congress overstepped their power with the individual mandate and struck the entire ACA down because it could not be severed from the ACA. Sebelius appealed the decision, and the Eleventh Circuit affirmed the unconstitutionality of the individual mandate but disagreed that the entire act should be removed. They severed the individual mandate from the rest of the ACA.

Issue
Is the individual mandate in the ACA a valid use of Congressional authority to tax?
Is the Medicaid expansion provision in the ACA a constitutional of Congressional spending powers?
Appellate Court: Did the Northern District of Florida (trial court) err in deeming the individual mandate unconstitutional, not severing it from the rest of the act, and striking down the act in its entirety?
Supreme Court: Did the Eleventh Circuit Court of Appeals (appellate court) err in deeming the individual mandate unconstitutional but also severing it while upcoming the rest of the ACA?

Rule(s)
Commerce Clause (Article I, Section 8, Clause 3); Necessary and Proper Clause (Article I, Section 8, Clause 18); Taxing Power (Article I, Section 8, Clause 1); Spending Clause (Article I, Section 8, Clause 1).

Holding

SCOTUS (Roberts): The Individual Mandate is constitutional under Congress's Taxing Power, not Commerce Clause. The Medicare Expansion Provision is limited because it is an unconstitutional use of Congress's spending powers.
Congress does not have the power under the Commerce or Necessary and Proper clauses to impose the individual mandate. The individual mandate compels people to become active in an activity that they did not willingly opt into. People are forced into commerce specifically because they want to refrain from commercial activity.
Appellate Court: Individual mandate is unconstitutional, sever it but uphold ACA
Trial Court: Individual mandate is unconstitutional, strike down entirely

Reasoning
The Commerce Clause argument was rejected. SCOTUS ruled that the individual mandate in the ACA does not allow Congress to compel individuals to participate in commerce. Congress can regulate existing commerce, but cannot force individuals to engage in commerce. SCOTUS rejected the argument that the individual mandate because it was not essential to an existing constitutional power (since the Commerce Clause did not apply). However, the mandate is a valid use of Congress's power to tax. The individual mandate is a constitutional tax because the penalty for not buying health insurance is a tax. So the individual mandate was upheld.

The medicaid expansion was upheld but limited – states could choose whether or not to expand Medicaid without worrying about losing funding if they did not adopt. The Federal Government cannot coerce states to expand Medicaid and threaten to strip funding if they did not follow through.

Application/Analysis
The Sebelius decision was significant for federalism and national policy and was highly controversial, particularly the portion upholding the individual mandate.

Conclusion
The Federal government can only regulate existing commerce. They however do have power to tax and spend. States can freely decide if they want to implement a Federal act without worrying about having funding stripped if they do not follow through. Overall, the ruling preserved the ACA, justifying the tax from the mandate.

Commentary (Optional)
Justice Ginsburg concurred in part and dissented in part, arguing that the individual mandate should be upheld under the Commerce Clause and that the Medicaid expansion was constitutional.
Dissent (Ginsburg):

- Congress has the power to regulate things that, in the aggregate, may affect interstate commerce.
- The majority asserts that the individual mandate forces people to enter a market they ordinarily would not, but everyone will have to use healthcare at least once in their lifetime.

Justice Scalia dissented, arguing that the entire ACA should be struck down as unconstitutional.

TX Notes:

- Exactly what aspect of the ACA individual mandate requirement is impermissible under the Commerce Clause according to the Chief Justice?
- Why does Chief Justice Roberts feel it so important to prohibit Congress from enacting legislation such as the ACA? What were his concerns?
- Do you agree with the Chief Justice that "cars and broccoli are no more purchased for their 'own sake' than health insurance. They are purchased to cover the need for transportation and food"?

Thoughts:

- Was the Act Constitutional? If so, was it based upon an enumerated power or an implied power?
- Is the discussion of the Commerce clause a "holding" or "dicta"? Does it matter?
- Do you agree with the outcome? Doesn't the failure of individuals to buy health insurance have a substantial impact on interstate commerce?
- Is NFIB a "political" decision?
- State Legislative Powers
    - Per the Tenth Amendment, states enjoy general police powers to protect the health and safety of citizen (e.g.: broad authority to regulate marriage), but state laws cannot restrict federal constitutional rights nor be inconsistent with federal law
    - Per the Supremacy Clause, federal law takes precedence over state law
- Limitations on deciding: stare decisis and political constraint
    - Stare Decisis: federal precedent applies only to federal law and cases, state law need not follow federal precedent (Dempsey v. Allstate)
- Reconciling precedent: State v. Butler (1969)
    - Two key precedents: Walder v. United States, Miranda v. Arizona
    - Are these cases (in)consistent? Did Miranda overrule Walder?
- Why do the majority and the dissent disagree? What about the SCOTUS decision?

March 2025

State v. Butler

State v. Butler

19 Ohio St. 2d 55, 249 N.E.2d 818 (1969)

Supreme Court of Ohio

July 9, 1969

Decision for Butler

Facts

Melico Butler was accused of robbery. Anthony Nichols, also accused of robbery in the same case, was called as a witness to Butler's trial. Nichols says that he committed the crime with another accomplice, not Butler. This contradicts a typed piece of evidence that states that Butler was the other robber. Nichols says he did not make that statement but it is found that he actually did. The court allowed this statement as evidence, and Butler was found guilty. Butler never explicitly stated that he waived his Miranda rights.

Procedural History

Butler was convicted in the district court. He then appeals the decision to the appellate court.

Issue

Did Butler voluntarily waive his Miranda rights simply by talking to the police after hearing them, even if he never said he waived them?

Can a previous statement made by a witness that doesn't match their current one (evidence) be used to question their trustworthiness?

Rule(s)

- Under Miranda v. Arizona, it is a violation of a person's 5th and 14th Amendment rights against self-incrimination to use statements expressed "without prior warnings of his rights to remain silent, to counsel and appointed counsel if indigent".
- Walder v. United States: One cannot claim that evidence was obtained illegally because it weakens their case Fifth Amendment protects against forcing the accused to testify, not "to have any prior statements used by the prosecution to prove his guilt"

Holding

(Schneider) The prosecution is allowed to use the appellant's statements made to the police prior to being Mirandized. So yes, a previous statement that doesn't match the current one can be used to question a witness's trustworthiness. This applies even if the statement is hearsay.

The Ohio Supreme Court ruled that a Miranda waiver must be explicit, meaning the suspect must affirmatively state that they are waiving their rights before questioning.

Since Butler did not expressly waive his rights, the court suppressed his statements and ruled that they could not be used as evidence.

Reasoning
1) The appellant's statements that were used by the prosecution were not a part of the state's case, but were "offered on the issue of his credibility after he had been sworn and testified in his own defense".
2) The statements made by the appellant were voluntary, and there is no evidence that anything stated was anything but voluntary.

Application/Analysis
If the witness denies making the statement, other evidence can be used to show that the statement was made. The court has the right to allow other statements (even hearsay) as evidence. If there is a statement mismatch, it can be used to question trustworthiness. The court also correctly told the jury to only use the statement for this purpose.

Conclusion
Butler's guilty verdict is upheld. Conflicting statements made by a witness can be used to question their trustworthiness. The Miranda waiver also must be explicit: a defendant must affirmatively state that they waive their rights before their statements can be used against them. (Later reversed)

Commentary (Optional)
Always tell the truth in court and watch what you say!

Dissent (Duncan): Any statement made by someone accused of a crime that is not preceded by being read their Miranda rights is inadmissible in court.

TX Notes:
- Explain the difference between holding and dictum.
- Can the holding of a case be broader than the precedent relied on?
- Why should dictum not be considered binding under the doctrine of stare decisis?
- Was *Miranda* properly relied on by the majority in the *Butler* case?
- If this same case had been decided by the US Court of Appeals for the Second Circuit, would the decision have been different or the same? Why?

March 2025

Dempsey v. Allstate

Dempsey v. Allstate Insurance Company

104 P.3d. 483

Supreme Court of Montana

December 30, 2004

Decision for Dempsey

Facts

Tyler Dempsey was injured in an accident on January 1, 2000 in Gallatin County, MT. His Allstate insurance covered all four wheels with coverage limits of $2K. Dempsey's medical expenses exceeded $10K yet Allstate only paid $2K, citing anti-stacking provisions at the time. Then in 2003 the anti-stacking statute was declared unconstitutional, allowing insured individuals to stack coverage limits. Dempsey, representing himself and others in similar situations, filed a class action seeking retroactive application of the new decision to recover additional benefits from Allstate.

tldr: Dempsey was injured, denied stacked insurance benefits, and sued Allstate after Hardy overturned the anti-stacking law.

Procedural History

Allstate filed a 12(b)(6) motion to dismiss the case due to failure to state a claim upon which relief can be granted. The US District Court recognized the significance of the retroactivity issue and certified the case to the state (Montana) Supreme Court. Montana SC agreed to hear the case.

Issue

Should the Hardy decision apply retroactively to Dempsey's case? (Whether an insurance company could deny coverage based on a policy interpretation.)

Rule(s)

Under *Great Northern*, "this Court used its power to prospectively apply its decisions when it saw fit"

Under *Linkletter v. Walker*, the Court worried that applying a request for a law to apply retroactively would cause great disruption to the criminal justice system

After *Harper v. Virginia Dept of Taxation*, federal rules of law could no longer be "selectively applied prospectively" – it mandates retroactive application of civil decisions to all cases not finalized before the decision's issuance

Chevron Oil Co. v. Huson

Holding

(Leaphart) “All civil decisions of this court apply retroactively to cases pending on direct review or not yet final, unless all three of the Chevron factors are satisfied”

Reasoning

Chevron Oil Co. v. Huson created a 3-pronged test for whether or not a decision applies prospectively.

1) A new principle of law must be established if a law is applied non-retroactively (courts should only deny retroactive application if the decision establishes a completely new legal principle)
   - Hardy did not create a new principle but corrected an unconstitutional law

2) Look at the prior history of the rule to understand and weigh its costs and benefits (courts examine how the rule was previously applied and whether people relied on the old law in good faith)
   - While insurers relied on the old rule, it was fundamentally unfair to insureds

3) Weigh the “inequality imposed by retroactive application, for ‘...a decision of this Court would produce substantial inequitable results if applied retroactively,’” it may be advantageous to not apply the law retroactively
   - The burden on insurance companies was not enough to deny benefits to people like Dempsey

“The law was understood as something that the court applied, not something that they made” Courts also never ruled as to whether or not their laws applied retroactively or not

Application/Analysis

Although the Chevron test is no longer applicable to federal courts, state courts are allowed to apply the test as they see fit.

Allstate argued that retroactively applying Hardy would create financial and operational issues. The Court dismissed this, stating that constitutional rights—the right to equal protection in insurance coverage—trumps insurance companies’ other concerns. The Court also reinforces their decision by noting there was no explicit limitation in Hardy restricting it to their prospective application.

Conclusion

The court ultimately decided that Hardy should apply retroactively because denying Dempsey his full insurance benefits would be more unfair than any burden placed on Allstate. The *Hardy* decision applied retroactively to cases that were not final before the ruling was issued. Thus, Dempsey and others were entitled to their insurance coverages, even if their claims arose before *Hardy* was decided.

This decision reinforced the broad application of judicial rulings on unconstitutional statutes. This ensures that individuals who had been previously denied stacking benefits under the

now-invalidated law could seek full compensation from their insurers. The ruling clarified ambiguous contract interpretation, which favored policyholders.

Commentary (Optional)

TX Notes:

- Based on what you have read about the history of the rule of retroactivity, do you see any fundamental problems with the Harper v. Virginia Department of Taxation decision that could in the future threaten its survival as a precedent?
- Think about the positions advocated by Sir William Blackstone and Justice Oliver Wendell Holmes with respect to whether judges “discover law” or “make law”. How would you characterize the decision-making process followed by the Montana Supreme Court in reaching its conclusions in Dempsey?

March 2025

(NAI) Strunk v. Strunk

Strunk ex rel. Burton v. Strunk

445 S.W.2d 145 (1969)

Kentucky Court of Appeals

December 30, 1969

Decision for John Strunk (Plaintiff)

Facts

Ava and Arthur Strunk had two sons, Tommy and Jerry. Jerry had the mind of a six-year-old and lived in a state institution. Tommy got a deadly kidney disease and needed a transplant. The only good match was Jerry. Doctors thought it would be best for Jerry to donate because he would be very upset if Tommy died. Jerry's family agreed and his mom asked the court to let Jerry donate. But a *guardian ad litem* (legal representative) for Jerry said the state couldn't take a healthy organ from someone like Jerry.

Procedural History

The lower courts said it was best for Jerry to donate. The guardian appealed the decision.

Issue

Can the state let a person who can't make decisions for themselves be an organ donor if it's best for that person?

Rule(s)

The state can permit medical procedures, including organ donation, for individuals who cannot make decisions for themselves if it is in the person’s best interest and supported by substantial evidence.

Holding

(Osborne) Yes, the state can let a person who can't make decisions for themselves be an organ donor if it's best for that person. But there has to be a lot of proof that it's best for that person. Here, there's a lot of proof that it's best for Jerry to donate a kidney to Tommy. So, even though Jerry can't make decisions for himself and is under the state's care, the court can say he has to have the surgery. The decision is upheld.

The state can use a person who can't make decisions for themselves as an organ donor if it's best for that person.

Reasoning

Although Jerry could not make decisions for himself due to his mental condition, the court could still authorize the kidney donation because it was in Jerry's best interest. The evidence presented indicated that Jerry's donation to his brother Tommy would not cause significant harm to Jerry, while it would save Tommy's life. The court found that, given Jerry's mental state, the donation was in line with his best interests, and therefore, the state could allow it despite Jerry's inability to make decisions independently.

Application/Analysis

In this case, the court applied its rule to the facts by considering Jerry's mental state and the medical evidence regarding his kidney donation. Even though Jerry was unable to understand the full implications of his decision, the court found that the donation would not harm him and would benefit his brother. The court also considered the family's wishes and the testimony of medical professionals, all of which suggested that the donation would be the best outcome for both Jerry and Tommy.

Conclusion

The court concluded that the state could compel Jerry to donate his kidney to Tommy, as it was in Jerry's best interest, despite Jerry's inability to make decisions for himself. The lower court's decision was upheld.

Commentary (Optional)

Important to note the dissenting opinion here:
(Steinfeld) It's risky for the government to be able to take organs from people who can't make decisions for themselves. Governments have done bad things to groups of people before, so we have to be careful about letting a state take a healthy organ from someone. A state can only take an organ from someone who can't make decisions for themselves if there's a lot of proof that it's really good for that person. This is supposed to be hard to prove. In this case, a six-year-old wouldn't be very affected by a family member's death. Since Jerry has the mind of a six-year-old, Tommy living wouldn't be a big benefit for Jerry. So, this isn't one of the rare cases where a court should be able to take an organ from Jerry against his will. This would be a dangerous precedent to set.

March 2025

Cheap Escape v. Haddox

Cheap Escape Co, Inc. v. Haddox LLC

900 N.E.2d 601

Supreme Court of Ohio

December 11, 2008

Decision for Haddox

Facts

Cheap Escape ("CE") publishes a magazine with business advertisements. Haddox ("H") is a construction company in Summit County and entered a contract with CE. Agreement stated that any litigation would occur in Franklin County ("FC"). CE sued in FC. H did not respond. There is default judgement for the plaintiff. The parties agree that all events occurred outside FC. H moves to vacate the judgement.

Procedural History

There was default judgement for the plaintiff. Now, H moves to vacate the judgement.

Issue

Does a municipal court have subject-matter jurisdiction over a contract dispute when the only connection to the court's geographical area is a forum-selection clause, rather than any actual events occurring within that jurisdiction?

Rule(s)

- Subject-matter jurisdiction depends on whether the court has the authority to hear the case type and if the venue is proper: territorial, monetary, personal, and subject-matter jurisdiction "must be demonstrated for a municipal court to be able to hear a specific case"
- Whether Franklin County Municipal Court has subject-matter jurisdiction is up for debate in this case
- The jurisdiction of Ohio municipal courts is created by statute
- "A municipal court has original jurisdiction within its territory" in breach-of-contract cases, among others

Under R.C. 1901.18(A), Ohio municipal courts have subject-matter jurisdiction only within their geographic territory. A forum-selection clause cannot confer jurisdiction where it otherwise does not exist.

Holding

- (Moyer) A municipal court can only hear cases that have a territorial connection to that court

- The parties did not have a territorial connection to Franklin County Municipal Court, so it lacks subject-matter jurisdiction

Reasoning

- If "'Within its territory' does not refer to the areas in which a municipal court may sit, the only other logical way to read the phrase is as a limit on the types of actions that a court may hear". This phrase means that a municipal court can only hear cases that have a territorial connection to that specific court
- Contracts with forum-selection clauses can only be deemed valid if the forums that are selected have subject-matter jurisdiction

Application/Analysis

The court found that the dispute did not arise within the municipal court's jurisdiction.

The Ohio statute: "except as otherwise provided in this division … a municipal court has original jurisdiction within its territory…" - 1901.181 of revised code

CE Argument: FC court has subject matter jurisdiction as long as it is sitting in FC.
H Argument: FC court has jurisdiction only if breach of contract happened in FC. Court doesn't have jurisdiction, because it didn't.

Holding: Yes. The breach of contract did not occur in FC, so the FC Municipal Court did not have subject matter jurisdiction. Parties cannot create subject matter jurisdiction by adopting a forum-selection clause in a contract.

Conclusion

H wins; the FC Municipal Court lacked subject-matter jurisdiction. Standing alone, the forum-selection clause was insufficient to establish jurisdiction, thus voiding the default judgment.

The ruling clarified jurisdictional limits for contract disputes.

Commentary (Optional)

Notes:

- Question: If both parties to a contract agree to bring an action in a particular court, why shouldn't the law allow them to do so?

March 2025

Swoboda v. Hero Decks

Ronald A. Swoboda v. Hero Decks, A Division of Parody Productions, LLC

36 So.3d 994

Court of Appeal of Louisiana, Fourth Circuit

March 31, 2010

Decision for Swoboda

Facts

Hero decks had been producing Swoboda baseball cards without his consent. Swoboda sues Hero Decks in Louisiana for the unauthorized usage of his photograph on the cards. Hero Decks is based in Ohio and they ignore the cease and desist. Swoboda claims that Hero Decks has sufficient minimum contact with the state of Louisiana because his lawyer was able to purchase the card online from Louisiana.

Procedural History

The trial court agreed that Louisiana courts lacked personal jurisdiction over the Ohio-based company. Swoboda appealed the trial court's decision to the Louisiana Court of Appeal, Fourth Circuit.

Issue

Whether the trial court was correct in its ruling that there is no personal jurisdiction in this case.

Rule(s)

The appellate court affirmed the trial court's ruling.

- Territorial, monetary, personal, and subject-matter jurisdiction “must be demonstrated for a municipal court to be able to hear a specific case” → “sufficient minimum contact”
- Whether Franklin County Municipal Court has subject-matter jurisdiction is up for debate in this case
- The jurisdiction of Ohio municipal courts is created by statute “‘A municipal court has original jurisdiction within its territory’” in breach-of-contract cases, among others

Holding

- (Moyer) There is no personal jurisdiction. Appeals court agrees with the trial court. Plaintiff did not establish sufficient minimum contact with the state of Louisiana. Personal jurisdiction cannot be extended without sufficient minimum contact. Personal jurisdiction cannot be created.

Reasoning

- If "'within its territory' does not refer to the areas in which a municipal court may sit, the only other logical way to read the phrase is as a limit on the types of actions that a court may hear"
    - This phase means that a municipal court can only hear cases that have a territorial connection to that specific court
- Contracts with forum-selection clauses can only be deemed valid if the forums that are selected have subject-matter jurisdiction

Application/Analysis

Swoboda's Argument: The interactive nature of Parody's website, which allowed Louisiana residents to purchase products, constituted sufficient minimum contacts to establish personal jurisdiction.

Hero Decks' Argument: Merely operating an interactive website accessible to Louisiana residents does not establish purposeful availment of conducting activities within Louisiana, especially without evidence of substantial or targeted business activities in the state.

Court's Reasoning: The court applied the "minimum contacts" test, considering the nature and quality of Parody's activities concerning Louisiana. It found that:

- Parody's website, while interactive, did not specifically target Louisiana residents beyond general accessibility.
- There was no evidence of substantial sales or business operations directed at Louisiana.
- Allowing personal jurisdiction based solely on website accessibility would subject defendants to jurisdiction in any state, contrary to due process principles.

Conclusion

If a company did not purposefully avail itself of the privilege of conducting activities within the state, then exercising personal jurisdiction would not align with fair play and substantial justice.

The Louisiana court lacked personal jurisdiction over Parody Productions, LLC, as the defendant's limited contacts with Louisiana, through an interactive website, were insufficient to establish the necessary minimum contacts. Consequently, the court affirmed the dismissal of Swoboda's lawsuit for lack of personal jurisdiction. Thus the court found insufficient minimum contacts, emphasizing jurisdictional restrictions in the digital age.

Commentary (Optional)

This case shows the challenges of asserting personal jurisdiction over non-resident defendants in the context of internet based commerce, emphasizing the need for deliberate and targeted activities within the forum state to satisfy due process requirements.

March 2025

(NAI) Salmon v. Atkinson

Joy Salmon v. Virginia Atkinson and James Howell

137 S.W.3d 383

Supreme Court of Arkansas

December 11, 2003

Decision for Atkinson and Howell

Facts

Joy Salmon hired Virginia Atkinson and James Howell in June 2000 under a contingent-fee agreement to pursue a claim against the estate of George Brown. The contract stipulated that no fee would be charged if there was no recovery. Salmon discharged Atkinson and Howell in July 2000, and they subsequently filed a lawsuit seeking compensation for services rendered.

Procedural History

The trial court awarded Atkinson and Howell $7,200 for their work, and Salmon appealed, arguing that the attorneys' right to compensation was contingent upon a successful recovery.

Issue

A dispute over legal fees and contract enforcement. Could an attorney recover fees (quantum meruit) without a formal contract?

Rule(s)

Contracts must be clear and enforceable to be upheld.
Quantum meruit allows recovery when services are provided in good faith.

Holding

The Supreme Court of Arkansas affirmed the trial court's decision, allowing Atkinson and Howell to recover fees in quantum meruit.

Reasoning

- Courts may enforce payment even without a written agreement.
- The Court applied the "New York rule," which allows a discharged attorney to seek compensation immediately upon discharge, without waiting for the outcome of the case.

Application/Analysis

The Court assessed whether the legal fees agreement was valid. The Court found that Atkinson and Howell performed substantial work on Salmon's behalf before being discharged, and Salmon utilized their work product in filing her own claim. Despite a lack of contract, Atkinson’s work had value, justifying compensation for their services.

Conclusion

The Supreme Court of Arkansas affirmed the trial court's judgment, allowing Atkinson and Howell to recover $7,200 in quantum meruit for their legal services rendered to Salmon.

This clarified attorney-client contract enforcement principles. Lawyers can recover fees for services rendered, even without a contract.

Commentary (Optional)

None

March 2025

(NAI) Johnson v. Cintas Corp.

Robert Johnson v. Cintas Corporation

331 Wis. 2d 51

Supreme Court of Wisconsin

March 27, 2012

Decision for Cintas

NOTE: AI-generated. May contain mistakes.

Facts

Robert Johnson filed a lawsuit against Cintas Corporation, alleging that he was entitled to benefits under Cintas's automobile liability insurance policy. However, Johnson's summons and complaint failed to correctly name the defendant as "Cintas Corporation No. 2," instead naming only "Cintas." Despite this error, Johnson served the correct entity, Cintas Corporation No. 2, and obtained a default judgment.

Procedural History

The circuit court granted a default judgment in favor of Johnson. Cintas Corporation No. 2 appealed, arguing that the court lacked personal jurisdiction due to the misnomer in the summons and complaint. The Wisconsin Supreme Court reviewed the case.

Issue

Did improper service of process warrant case dismissal? (Whether a misnomer in the summons and complaint, where the correct entity is served, deprives the court of personal jurisdiction over the defendant.)

Rule(s)

Proper service is required for a lawsuit to proceed. Proper service is a procedural due process requirement for a court to obtain jurisdiction.

Wisconsin law requires strict compliance with statutory service requirements, including correctly naming the defendant in the summons and complaint. Failure to do so constitutes a fundamental defect that deprives the court of personal jurisdiction over the defendant, regardless of whether the correct entity was served.

Holding

Yes, this was a proper dismissal.

The Wisconsin Supreme Court held that the misnomer in the summons and complaint deprived the court of personal jurisdiction over Cintas Corporation No. 2, rendering the default judgment void.

Reasoning
Johnson failed to properly serve Cintas, thus not meeting statutory requirements for corporate service. This led to a dismissal.

The Court emphasized that strict compliance with statutory service requirements is essential to confer personal jurisdiction. Even though the correct entity was served, the failure to properly name the defendant in the summons and complaint constituted a fundamental defect, as it failed to provide the defendant with proper notice of the lawsuit. Therefore, the court lacked jurisdiction to enter a valid judgment.

Application/Analysis
The case emphasized that procedural errors in service can render lawsuits void.

In this case, the misnomer in the summons and complaint was not a mere technical error but a fundamental defect that prevented the court from obtaining personal jurisdiction over the defendant. This underscores the importance of adhering to statutory requirements to ensure that defendants are properly notified and that courts have the authority to render judgments.

Conclusion
The case underscored the importance of proper legal procedures in initiating lawsuits. Even a valid lawsuit is worthless if service rules aren’t followed.

The Wisconsin Supreme Court reversed the default judgment and remanded the case for further proceedings, highlighting the necessity of strict compliance with service requirements to establish personal jurisdiction.

Commentary (Optional)
None

March 2025

(NAI) Idnani et al v. Venus Capital Management

Rajesh Idnani and Neelam Idnani Julian v. Venus Capital Management Inc., et al.

27 Mass. L. Rptr. 583

Massachusetts Superior Court

January 6, 2011

Decision for Venus Capital Management

Facts

Rajesh Idnani and Neelam Idnani Julian invested in hedge funds managed by Venus Capital Management Inc. and its affiliates, including Venus Investment Partners LLC and Venus Arbitrage Fund, L.P. They claimed entitlement to 27.5% of the net management fees generated by these funds. Disputes arose over unpaid fees and the closure of the original funds, which were succeeded by new, substantially identical funds. The plaintiffs alleged that this restructuring was a fraudulent scheme to terminate their rights and ownership interests.

Procedural History

The plaintiffs filed a lawsuit in the Massachusetts Superior Court, asserting claims including breach of fiduciary duty, breach of contract, fraudulent conveyance, and unfair business practices. They sought a declaration of their entitlement to a percentage of the net management fees from the successor funds. The court allowed the defendants' motion to dismiss certain claims but denied it as to others, allowing the case to proceed on specific counts.

Issue

Whether fiduciary duties were breached in managing investments. (Whether the closure of the original hedge funds and the establishment of successor funds by Venus Capital Management Inc. constituted a breach of fiduciary duty and fraudulent conduct, thereby entitling the plaintiffs to their claimed share of the management fees.)

Rule(s)

Investment managers owe a fiduciary duty of loyalty and prudence (Investment Advisers Act of 1940).

Holding

The court allowed the plaintiffs' claims for breach of fiduciary duty and fraudulent conveyance to proceed, finding that they had sufficiently alleged facts to support these claims. However, it dismissed certain other claims, including those against specific entities that had been dissolved.

Reasoning

Investment advisors must act solely in their client’s best interest.

The court determined that the plaintiffs had adequately alleged that Venus Capital Management Inc. and its affiliates had engaged in conduct that could constitute a breach of fiduciary duty and fraudulent conveyance. Specifically, the plaintiffs claimed that the closure of the original funds and the opening of successor funds were done with the intent to deprive them of their rightful share of the management fees. The court found that these allegations, if proven, could establish a violation of fiduciary duties and fraudulent conduct.

Application/Analysis
Idnani claimed mismanagement; the court assessed Venus Capital's actions.
Venus Capital's failure to act in the client's best interests constituted a breach of duty.

In this case, the plaintiffs contended that the restructuring of the hedge funds was a deliberate attempt to circumvent their contractual rights and fiduciary entitlements. The court's decision to allow these claims to proceed underscores the importance of upholding fiduciary responsibilities and protecting investors from fraudulent schemes.

Conclusion
Reinforced and strengthened fiduciary duty standards/responsibility in investment management.

The Massachusetts Superior Court's decision reinforced the principles of fiduciary duty and the protection of investors' rights, allowing the plaintiffs' claims to proceed and emphasizing the need for investment managers to act in the best interests of their clients.

Commentary (Optional)
"Fiduciary" → important! Look for this in finance/asset management and consulting.

March 2025

(NAI) Utah v. Timmerman

State of Utah v. Brent Timmerman

36 Utah 2d 58

Utah Supreme Court

September 4, 2009

Decision for Timmerman

Facts

Brent Timmerman was charged with multiple serious criminal offenses (rape, sexual abuse, assault). During the trial, the prosecution engaged in conduct that his defense lawyers claimed deprived Timmerman of a fair trial (including improper comments and possible evidentiary issues). Timmerman appealed his conviction, arguing that his constitutional rights, specifically his due process rights under the Sixth and Fourteenth Amendments, were violated due to prosecutorial misconduct and other procedural irregularities.

Procedural History

Timmerman was convicted in the trial court. He appealed the conviction, raising concerns about due process violations. The appellate court reviewed the procedural fairness of the trial to determine if those constitutional rights had indeed been infringed.

Issue

Criminal case concerning the defendant's due process rights. Were Timmerman's due process rights violated in his criminal trial?

Rule(s)

6th and 14th Amendments (Constitution): Defendants, including criminal defendants, are entitled to a fair trial. Prosecutorial misconduct that substantially affects the fairness of the trial can constitute a violation of due process.

Holding

Yes, Timmerman's due process rights were violated.

Reasoning

Criminal procedural fairness is a constitutional necessity. The court emphasized that the cumulative effect of the prosecutor's improper conduct during trial undermined confidence in the verdict. Such actions were not harmless and had the potential to prejudice the jury, depriving the defendant of a fair trial. Improper conduct (inflammatory remarks, improper questioning that the court deemed prejudicial) tainted Timmerman's trial.

Application/Analysis
The case revolved around procedural fairness in prosecution.

Conclusion
The conviction was reversed and a new trial was ordered.

Commentary (Optional)
It reinforced procedural (due process) rights in criminal trials.

March 2025

(NAI) Fontenot v. Taser International

Tammy Lou Fontenot v. Taser International, Inc.

736 F.3d 318

U.S. Court of Appeals for the Fourth Circuit

November 22, 2013

Decision for Fontenot

Facts

Darryl Wayne Turner, a 17-year-old, died from cardiac arrest after a confrontation with police in which he was struck in the chest by an electrical current emitted from a Taser Model X26, manufactured by Taser International, Inc. (TI). The police officer who discharged the Taser aimed it at Turner's chest based on training provided by the Charlotte Mecklenburg Police Department (CMPD), which used instructional materials supplied by TI. TI was aware of academic studies indicating that the X26 Taser posed a risk of ventricular fibrillation, especially when the electrical current was applied near the heart, but failed to warn users about this risk.

Procedural History

Tammy Lou Fontenot, Turner's mother and the administrator of his estate, initiated a product liability action against TI in a North Carolina state court. The jury found in Fontenot's favor, awarding her $10 million in compensatory damages. The district court remitted the award to approximately $6.15 million before deducting certain offset amounts, resulting in a final award of about $5.5 million. TI appealed the decision.

Issue

Was Taser International liable for injuries caused by its product?

Rule(s)

- Product liability law holds manufacturers responsible for defective or dangerous products.
- A manufacturer must warn consumers of foreseeable risks (Product Liability Restatement).

Holding

Yes, Taser International was found liable for injuries caused by its product.

Reasoning

The court found that TI's warnings were inadequate, leading to liability. The jury determined that TI unreasonably failed to provide an adequate warning or instruction, thereby creating an unreasonably dangerous condition about which TI knew or should have known, and that such

failure proximately caused Turner's death. The court upheld the jury's verdict, concluding that substantial evidence supported the finding of liability.

Application/Analysis

The case analyzed whether the Taser warnings were sufficient. Insufficient warnings make manufacturers liable for harm. The court emphasized that TI's failure to adequately warn users about the risks associated with the X26 Taser, particularly the potential for cardiac arrest when applied near the heart, was a proximate cause of Turner's death.

Conclusion

The case contributed to product liability jurisprudence by reinforcing the importance of comprehensive product safety warnings.

Commentary (Optional)

This case set a precedent for holding manufacturers accountable when they fail to adequately warn consumers about foreseeable risks associated with their products.

March 2025

Hollingsworth v. Perry

Hollingsworth v. Perry

570 U.S. 693, 133 S. Ct. 2652 (2013)

United States Supreme Court

June 26, 2013

5-4 Decision for Perry

Facts

In 2008, California's Supreme Court said it was wrong to stop same-sex couples from getting married. But then, people voted for a law called 'Proposition 8' that said marriage could only be between a man and a woman. Two same-sex couples who wanted to get married challenged this law in federal court. The state officials didn't want to defend the law, so the people who proposed the law stepped in to defend it. The federal court said the law was not right, and the people who proposed the law appealed this decision.

Procedural History

Prop 8 was passed by California voters. It was later challenged in court. The District Court ruled that Prop 8 was unconstitutional. The decision was appealed to the Ninth Circuit Court of Appeals. The Defendants (Appellates) lost again. They then filed a petition for certiorari to the US Supreme Court, who agreed to hear the case.

Issue

On standing. Whether proponents of California's Proposition 8 had standing to defend it in court. Did Proposition 8 supporters have standing to appeal?

Rule(s)

Article III standing requires a concrete, personal stake in litigation. Standing requires a concrete, particularized injury.

Proposition 8: California ballot measure passed in 2008 that amended the state constitution to define marriage as between a man and a woman, effectively banning same-sex marriage in the state of California

Equal Protection Clause, Due Process Clause (14th Amendment, US Constitution)

Holding

(Roberts) No, a private person can't defend a state law in federal court. This is because they don't have a personal stake in the law. They need to be personally affected by the law to defend it. There are some exceptions, like if a state allows someone to defend its interest. But in this case, the people who proposed the law don't have a personal stake and are not representatives of the state. So, the court said they can't defend the law.

On Standing:

- The party must "have suffered a concrete and particularized injury"
- A "mere disagreement" is not enough
- They must have a "direct stake" in the outcome
- There must be an "injury in fact" → dismiss case for lack of standing, remand

Reasoning

- Plaintiff: Prop 8 violated the Equal Protection Clause of the 14th Amendment by denying same-sex couples to marry.
- Defendant: Voter initiative and democratic will. People voted and they also have a right to amend the state constitution to define marriage. No violation of the Equal Protection Clause – same-sex couples could still have domestic partnership, etc.

Supporters were not personally harmed, lacking standing. Advocacy alone isn't enough to establish standing.

Application/Analysis

Proponents lacked standing because they were not directly affected.

Conclusion

SCOTUS did not rule on the constitutionality of Prop 8 itself. Instead they decided on procedural grounds. They instead ruled that Prop 8 was invalid because the defenders did not have legal standing to appeal the case because they were not directly harmed by the ruling of the lower courts. The court decision allowed the lower court's ruling to stand, which restored same-sex marriage in California.

Commentary (Optional)

Dissent (Kennedy): One judge disagreed. He said that the Supreme Court should respect California's decision to let the people who proposed the law defend it. He thinks that the court is taking power away from the people and giving it to state officials who don't want to win the case.

This case challenged the constitutionality of Prop 8.

- "Sometimes judges will 'postpone' a ruling… because maybe 'the time hasn't come yet'". At the time, I don't think the nation (or world) was ready for a same sex ruling/decision yet!

Notes:

- Respondents initiated the constitutional amendment. Why didn't they have a "direct stake" in its constitutionality? Are they really "third parties"? Isn't this decision "anti-democratic"?
- If the purpose of the standing is to ensure "rigorous" litigation doesn't this achieve the opposite?
- What about the State Supreme Court decision? Why didn't this ensure standing by respondents?
- Roberts: "decision ensures 'judicial modesty'". Isn't this really a case of the Court manipulating standing to avoid a case it doesn't want to decide? (They stalled it for later.)

On Mootness:

- There is no "actual case of controversy" if the dispute between the parties ends at some point during the litigation.
- In Roe v. Wade, by the court granted certiorari, Rae had delivered her baby. Why wasn't the case moot then?

March 2025

Chafin v. Chafin

Jeffrey Lee Chafin v. Lynne Hales Chafin

568 U.S. 165

Supreme Court of the United States

February 19, 2013

5-4 Decision for Jeffrey Lee Chafin

Facts

Parties married in Germany 2006. He is from the US; she is from Scotland, UK. Daughter EC born in 2007. 2007: Dad to Afghanistan, Mom and EC to Scotland. 2010: Dad to Huntsville AL, Mom and EC join him. Dad then files for divorce and child custody. 2010: Mom arrested for domestic violence. 2011: Mom deported for overstaying visa, dad retains EC custody. Oct 2011: Mom sues for order and returns EC to Scotland. Order is granted. Mom immediately leaves for Scotland with EC, and files for custody. Scottish courts grant interim custody and injunction preventing dad from removing EC from Scotland. Dad appeals motion denial. 11th Circuit affirms case is dismissed, and dad is ordered to pay mom $94K. Wait, then they reconcile…

Procedural History

Dad sued mom. Mom won in 2011 District Court. Dad appealed to the Court of Appeals in 2011, which upheld the District Court's decision. Dad appealed for the final time to the SCOTUS, who agreed to hear the case.

Issue

International custody dispute and mootness in appellate review. Was an international custody dispute moot once the child was taken overseas?

Rule(s)

A case is not moot if relief can still be granted.

Holding

(Roberts) There was still controversy. The return of a child to the country of habitual residence does not imply that the case is moot. There is a live dispute between the parties of where the child will be raised.

Reasoning

- Defendant (Mom): The case is moot. The district court and court of appeals dismissed the lawsuit. Even if the district court were to issue a return order, Scotland would ignore it.
- Plaintiff (Dad): The case is not moot. There is an ongoing dispute. Plaintiff has sought appellate review which makes the case "live". Speculation of enforcement is irrelevant.

Cross-border custody disputes don't become moot automatically. Under the Hague Convention, an appeal does not become moot simply because the child has been returned to the country of habitual residence. The decision allowed Chafin to continue his legal battle in the U.S. courts.

Application/Analysis
One parent took the child overseas; the parents reconciled. But the case remained active. The U.S. courts retained jurisdiction despite the child's removal.

Conclusion
The ruling allowed international custody appeals to proceed. Allowed international custody disputes to remain active.

Commentary (Optional)
None

March 2025

Atkins v. Jiminy Peak

Marybeth Atkins v. Jiminy Peak Inc.

401 Mass. 81 (1987)

Supreme Court of Massachusetts

November 5, 1987

Decision for Jiminy Peak

Facts

Marybeth Atkins, a guest at Jiminy Peak ski resort, was injured while skiing. She filed a lawsuit claiming that the resort was liable for her injuries.

Procedural History

The trial court ruled in favor of Jiminy Peak, concluding that the plaintiff's lawsuit was barred by the one-year statute of limitations. Atkins appealed the decision to the Supreme Court of Massachusetts.

Issue

Was the ski resort liable for a guest's injury?

Was the trial court correct in concluding that the one year statute of limitations precludes suit by the plaintiff?

Rule(s)

- Premises liability is governed by the principle of foreseeability, meaning a property owner is responsible for injuries resulting from conditions they could have reasonably anticipated.
- Assumed risk applies in cases where the plaintiff knowingly takes on inherent risks associated with an activity (like skiing), which can limit or eliminate liability.
- The statute of limitations prevents a party from filing a lawsuit after a specified period of time has passed. In this case, the one-year statute of limitations applied to some aspects of the plaintiff's claims.

Holding

Premises liability depends on foreseeability and assumed risk. If the legislature had meant for statute of limitation to apply to only duties outlined in statute, it would have explicitly said so. The court concluded that the statute of limitations did not preclude the plaintiff's suit based on the applicable legal principles.

Reasoning

- Defendant: Plaintiff causes of action = negligence, breach of warranty/contract. Statute of limitations is not limited to duties as operator. Statues should be liberally construed.
- Plaintiff: Action is not barred because suit is against Defendant as lessor of equipment not as operator of ski area.

The plaintiff knowingly accepted ski-related risks, which are inherent to the sport. Therefore, the ski resort was not liable for the injuries sustained. Furthermore, the statute of limitations did not automatically bar the suit because it did not specifically apply to this type of claim.

Application/Analysis

Recreational injuries often involve assumed risk.

Conclusion

Ruled for the defendant. The resort was not liable, reaffirming assumption of risk in sports.

Commentary (Optional)

Prof: "this was interesting but we don't like the case"

- Who do states have statutes of limitations? Extreme end: liability
- What do all these point to? You assume liabilities/risks [of ski slope, in this case]
- Signing waivers ⇒ promise not to sue (bad advice: don't read it)
- Where is the waiver here? Interesting omission
- What do you think was the intent of Section P? ("No action shall be maintained against a ski area operator for injury to a skier") Liable if they don't take measurable actions to prepare as precaution
- Does it matter whether Section P precedes section N or not?

March 2025

Kruckenberg v. Harvey

Lawrence A Kruckenberg v. Paul S. Harvey

685 N.W.2d 844

Supreme Court of Wisconsin

April 14, 2005

Decision for Harvey

Facts

Kruckenberg and Harvey owned adjacent pieces of land. In a previous lawsuit (between Kruckenberg and a third party), the court determined a property boundary line without informing Harvey, even though his property was directly affected. Kruckenberg later sued Harvey to resolve the boundary dispute. Harvey argues that *res judicata* (claim preclusion) barred the new lawsuit, since the issue had already been litigated.

Procedural History

Kruckenberg filed suit against Harvey over the property boundary. The trial court ruled in favor of Harvey, finding the matter barred by res judicata. Kruckenberg appealed, and the case reached the Wisconsin Supreme Court.

Issue

Did *res judicata* bar a second lawsuit over property rights (even when the second defendant was not a party to the original case)?

Rule(s)

- *Res Judicata* (Claim Preclusion): A decided case cannot be re-litigated (exceptions: big changes to facts/updates that can apply new laws to case, etc – res judicata may not apply)

Holding

Res judicata prevents relitigation of the same dispute.

Reasoning

The issue had already been litigated.

Application/Analysis

You can't sue twice over the same issue. In this case though, the prior judgment did not explicitly determine the location of the boundary line between the properties. Additionally, Harvey was not a party to the 1982 lawsuit. Therefore, the elements required for res judicata were not met, and the Court allowed Kruckenberg's lawsuit to proceed.

Conclusion

The ruling upheld judicial efficiency. But this case illustrates the limitations of the res judicata doctrine, particularly when a prior judgment does not explicitly address the issue at hand and when a party was not involved in the original action. It emphasized the principle that fairness requires parties to have the opportunity to litigate their claims, especially when it affects their property rights.

Commentary (Optional)

- Why wasn't Kruckenberg barred by Res Judicata from bringing the action? The question of property line had not yet been decided.

Also, *arbitration* is an alternative to legal system (extralegal)
Predictability and liability

April 2025

(NAI) Jewelers v. Firstar

Jewelers Mutual Insurance Co. v. Firstar Bank II

820 N.E.2d 411

Supreme Court of Illinois

November 18, 2004

Decision for Jewelers Mutual Insurance Co.

NOTE: AI-generated. May contain mistakes.

Facts

Jewelers Mutual Insurance Company, as subrogee of two jewelry dealers, filed a lawsuit against Firstar Bank Illinois after more than $1 million worth of diamonds and jewelry were stolen from safety deposit boxes leased by the bank. The lease agreements contained an exculpatory clause stating that the bank would not be liable for loss or injury to the contents of the boxes unless a special agreement was made in writing. The plaintiffs did not enter into such an agreement with the bank.

Procedural History

The trial court granted summary judgment in favor of Firstar Bank, enforcing the exculpatory clause. The appellate court reversed, holding that the clause was unenforceable. The Illinois Supreme Court affirmed the appellate court's decision.

Issue

Whether the exculpatory clause in Firstar Bank's safety deposit box rental agreement is enforceable under the facts of this case.

Rule(s)

An exculpatory clause that purports to relieve a party from liability for its own negligence is enforceable only if it is clear and unambiguous, does not contravene public policy, and applies to the specific conduct at issue.

Holding

(Thomas) The Illinois Supreme Court held that the exculpatory clause in Firstar Bank's safety deposit box rental agreement was unenforceable.

Reasoning

The Court reasoned that the exculpatory clause was ambiguous because it contained conflicting provisions. The first sentence stated that the bank had no liability for loss or injury to the contents of the box, while the second sentence imposed a duty on the bank to exercise ordinary care to prevent unauthorized access. The Court concluded that a party cannot exculpate itself

from liability for breaching a specific duty assumed in the contract. Additionally, the Court noted that the Landlord and Tenant Act voids clauses that exempt landlords from liability for their own negligence, and the relationship between the bank and the lessees was akin to that of a landlord and tenant.

Application/Analysis
In this case, the exculpatory clause was found to be ambiguous and unenforceable because it conflicted with the bank's assumed duty to exercise ordinary care. The Court applied the principles of contract interpretation and public policy considerations to determine that the clause could not shield the bank from liability for its negligence.

Conclusion
The Illinois Supreme Court affirmed the appellate court's decision, holding that the exculpatory clause in Firstar Bank's safety deposit box rental agreement was unenforceable. The Court emphasized the importance of clear and unambiguous contract terms and the need to uphold public policy considerations in contractual relationships.

Commentary (Optional)
This case shows that courts won’t let contracts protect someone from being responsible for their own negligence if the terms are unclear or go against public policy. It also reminds us that contracts need to be written clearly, or courts may reject parts that are confusing or unfair.

March 2025

In re Boston Beer Company

In re The Boston Beer Company Ltd. Partnership

198 F.3d 1370 (Fed. Cir. 1999)

US Court of Appeals, Federal Circuit

December 7, 1999

Decision partially for Boston Beer Company

Facts

The Boston Beer Company applied to register "The Best Beer in America" as a trademark for its beer, but the USPTO initially rejected the application, arguing that the term was primarily geographically descriptive and lacked distinctiveness. The company appealed, arguing [that "Boston Beer" had acquired secondary meaning through extensive use and consumer recognition.

Procedural History

The Trademark Trial and Appeal Board (TTAB) upheld the USPTO's refusal, finding that "Boston Beer" was primarily geographically descriptive. The Boston Beer Company then appealed to the Federal Circuit, which reversed the TTAB's decision, ruling that the company had provided sufficient evidence of secondary meaning to show that the term "Boston Beer" had acquired distinctiveness through long use in commerce, ultimately allowing the mark to be registered.

Issue

Could "Boston Beer" be trademarked?

May a laudatory, descriptive term be eligible for trademark protection if the applicant shows that it refers to its product and brand distinctly from any other product in the same class?

Rule(s)

Lanham Act (Generic terms cannot be trademarked), Landon Act ("Merely laudatory"...no "secondary meaning")

Holding

No, it could not be trademarked.

(Mayer) And yes, a laudatory descriptive term may be eligible for trademark protection if the applicant shows that it refers to its product and brand distinctly from any other product in the same class. A descriptive mark may be eligible for trademark protection if it has acquired secondary meaning. Secondary meaning must make the term distinctly refer to the applicant's

product in order for it to be sufficient. The more descriptive a term is, the more evidence there must be that secondary meaning exists. Laudatory phrases are not necessarily automatically ineligible to be registered as trademarks. However, the laudatory phrase must still distinctively refer to an applicant's product or brand. In this case, the court finds that the mere use of the phrase "The Best Beer in America" by Boston Beer's marketing team and co-president is not enough to show that the phrase has become distinctly tied to Boston Beer's products. The court notes that this particular laudatory phrase is commonly used in advertising and merely descriptive of Boston Beer's product's qualities. Therefore, the court finds that the phrase "The Best Beer in America" cannot be registered as a trademark, and the TTAB's decision is affirmed.

Reasoning
Generic names aren't protectable.

"To acquire secondary meaning…[they] must have become distinctive of the applicant's goods."

The court reasoned that while laudatory phrases are not automatically ineligible for trademark protection, they must still distinctively refer to the applicant's product or brand. The phrase "The Best Beer in America" was found to be merely descriptive and commonly used in advertising, lacking the necessary secondary meaning.

Application/Analysis
"Boston Beer" was too descriptive.

Conclusion
The outcome of the case was that the court affirmed the TTAB's decision, rejecting Boston Beer's application to register the phrase as a trademark. However they could register "Boston Beer" as a trademark.

This case reinforced distinctiveness in trademark law.

Commentary (Optional)
Prof mentions that trademarks have a huge element of randomness to them. However, some companies will first spread around a catchphrase, and once they have gotten some form of secondary meaning, it makes it easier for a company to trademark.
For cases concerning an issue or subject matter rather than being a dispute between two parties, the title is a bit different (so here it is focused on "In re…[legal issue, estate, or entity]" instead of Plaintiff v. Defendant).

March 2025

BMG Music v. Gonzalez

BMG Music v. Cecilia Gonzalez

430 F.3d 888 (2006)

United States Court of Appeals for the Seventh Circuit

March 31, 2006

Decision for BMG Music

Facts

Defendant downloaded hundreds of copyrighted songs (data) through Kazaa. Songs were posted in violation of copyright law. Downloads were not "fair use". However, downloaded data was not noticed as "copyrighted". Even so, the Defendant could have easily determined that songs were copyrighted. BMG Music filed a lawsuit against Cecilia Gonzalez for copyright infringement, alleging that Gonzalez had illegally downloaded music files.

Procedural History

The district court ruled in favor of Gonzalez, dismissing the case. The court concluded that BMG Music did not have sufficient evidence to prove the infringement.

BMG Music then appealed the decision to the Seventh Circuit Court of Appeals.

Issue

Was downloading music without payment fair use?

Rule(s)

Copyright law protects against unauthorized copying.
Fair Use Analysis (17 U.S.C §107).
Transformative Use (in the context of Fair Use) in Copyright Law: when someone takes copyrighted material and adds something new or changes it in a way that gives it a different purpose, meaning, or message

Holding

The Court of Appeals reversed the district court's ruling, holding that BMG Music had provided sufficient evidence of copyright infringement.

(Easterbrook) No, the fair-use defense doesn't apply in this case. Free downloads can take away a lot of money from the copyright holder. Also, copyright law lets owners decide how to promote their works. Gonzalez can't make them let her download music to try before buying, and she can't ask the court to question the owners if she thinks they made a mistake in their advertising.

The court said Gonzalez's actions were copyright infringement, not fair use, and agreed with the lower court's decision.

Reasoning
Downloading entire songs wasn't transformative.

The court considers four factors:
1. Purpose and character of the use: The court found that Gonzalez's use was not transformative and did not qualify as non-commercial educational use.
2. Nature of the copyrighted work: Music is a creative work entitled to strong copyright protection.
3. Amount and substantiality of the portion used: Gonzalez downloaded and retained entire songs, which exceeds the permissible limits for fair use.
4. Effect on the potential market: Unauthorized downloads harm the commercial market for digital music. (Gonzalez argument: "trying before buying is good advertising for the song" – Court disagreed)

Application/Analysis
Downloading songs = copyright infringement.

Conclusion
BMG won the case. The decision helped clarify the legal standards surrounding copyright infringement, especially in relation to online file-sharing. It strengthened anti-piracy enforcement and set a precedent on copyright infringement, file sharing, and piracy in the digital age.

Commentary (Optional)
Prof: "They probably knew that this was going on amongst many users so they just sued an arbitrary one (Cecilia) to get this case heard"

March 2025

(NAI) In re Estate of Clayton Gulledge

In re Estate of Clayton Gulledge

637 A.2d 1278

District of Columbia Court of Appeals

April 4, 1996

Decision for The Estate of Clayton Gulledge

Facts

Clayton Gulledge died intestate (without a will), and his estate was being probated (the legal process for distributing his assets according to the law). His two daughters, one of whom had been estranged from him for years, contested the distribution of his estate, claiming that certain property had been wrongly excluded from the estate's assets.

Procedural History

The probate court ruled on the distribution of the estate, and the case was appealed (by the estranged daughter) to the District of Columbia Court of Appeals.

Issue

Whether the unilateral transfer by one of two joint tenants to a third party, without the consent of the other joint tenant, converts the joint tenancy into a tenancy in common.

Did the probate court err in its determination of the rightful heirs and the proper distribution of Clayton Gulledge's estate?

Rule(s)

Intestate Succession - when a valid will is absent, the estate should be distributed according to the laws of intestate succession, which prioritize legal heirs based on familial relationships.

Holding

Yes, the court held that the unilateral transfer by one joint tenant to a third party severed the joint tenancy, converting it into a tenancy in common.

No, the probate court did not err in its determination of the rightful heirs and distribution of the estate. The ruling was in favor of the Estate of Clayton Gulledge, meaning the court upheld the probate court's decision.

Reasoning

The evidence presented did not sufficiently support the claims that the property should be distributed differently. It concluded that the probate court had correctly applied the laws of intestate succession.

A joint tenancy involves four pillars: time, title, interest, and possession. When one joint tenant unilaterally transfers their interest to another party, the unity of title and interest is destroyed, thus severing the joint tenancy.
In this case, one daughter's attempt to challenge the exclusion of certain property from the estate failed because the court found that the disputed property had been properly transferred prior to death, or was not part of the estate due to the severance of the joint tenancy.
The estranged daughter did not demonstrate that the probate court misapplied the law of intestate succession or misclassified any of the estate's property.

Application/Analysis
When the decedent or another joint tenant had made a transfer to a third party, the joint tenancy was severed. The property at issue no longer passed by survivorship but was properly included (or excluded) in the estate according to the legal effect of that severance.
This meant that the property either belonged to the estate (if severed) or to the surviving joint tenant (if not severed), and the probate court correctly classified and distributed the assets accordingly. The estranged daughter's challenge lacked legal support.

Conclusion
The appeals court rejected the estranged daughter's argument and upheld the probate court's decision. The unilateral transfer by one joint tenant did sever the joint tenancy, and the probate court did not err in its distribution of the estate. The Estate of Clayton Gulledge was properly administered under the applicable laws.

Commentary (Optional)
TX Notes:

- What was the nature of the interest that Clayton transferred to his daughter, Marion Watkins?
- Why didn't Bernis become the severalty owner of the Somerset property upon Clayton's death?
- How was it possible for Clayton to create a joint tenancy in the property, with himself and his son Bernis as joint tenants?

March 2025

(NAI) Kelo v. New London

Kelo v. City of New London

545 U.S. 469

Supreme Court of the United States

February 22, 2005

5-4 Decision for New London

Facts

The city of New London created a plan to revitalize its economy, supported by the presence of Pfizer's new research facility. The plan required acquiring land, but several homeowners, including Susette Kelo, refused to sell. The city initiated condemnation proceedings to take their homes through eminent domain.

Procedural History

The trial court ruled in favor of the city, allowing the condemnation of the homes under the Fifth Amendment's eminent domain provision. The homeowners appealed, and the Connecticut Supreme Court upheld the trial court's decision. The case was then brought before the U.S. Supreme Court for final resolution.

Issue

Does the government's use of eminent domain for economic development qualify as a "public use" under the Fifth Amendment?

Rule(s)

Takings Clause (US Constitution, Fifth Amendment): Government may take private property for public use, provided that just compensation is given.

Holding

Economic development is a valid "public use" because it serves a public purpose, like job creation and increased tax revenue, even if the land is transferred to private developers.

Reasoning

The Court reasoned that the term "public use" in the Fifth Amendment should be interpreted broadly to allow for economic development as a legitimate public purpose. The majority concluded that the government's interest in economic growth, including job creation and increased tax revenue, was sufficient to justify the use of eminent domain. The fact that the property would be transferred to private developers did not invalidate its use for a public purpose. The Court emphasized judicial deference to legislative judgments regarding economic policy and planning.

Application/Analysis
The Court upheld a broad interpretation of "public use," allowing the government to take private property for the purpose of revitalizing economically distressed areas. The majority opinion emphasized that such economic development serves a public purpose, even if the land is ultimately used by private entities. The decision reflected a belief that local governments are better suited to make economic development decisions than courts.

Conclusion
Economic development justifies eminent domain (economic development = public use). There is a broad "public purpose" interpretation.

Commentary (Optional)
Dissenting View (Justice O'Connor): This decision dangerously expands government power and makes all private property vulnerable to being taken for more "productive" private uses.

March 2025

Favorite v. Miller

Favorite v. Miller

407 A.2d 974 (1978)

Supreme Court of Connecticut

December 12, 1978

Decision for Favorite

Facts

On July 9, 1776, patriots stole a statue of George III and dismembered it and ferried it to Connecticut. Pieces of the statute were in turn stolen from the patriots by loyalists and scattered in Davis swamp in Wilton, CT. There have been repeated discoveries of pieces over the years. In 1972, the defendant entered a part of Davis swamp owned by plaintiffs. With the aid of a metal detector he removed a piece of the statue. Ultimately the piece made its way to the Museum of the City of New York which agreed to buy it from the defendant. The plaintiffs sued to have the piece returned to them.

Procedural History

The trial court ruled in favor of the defendant, Miller, stating that the defendant, as the finder of the statue piece, had a right to retain ownership. The plaintiffs then appealed the decision to the Connecticut Supreme Court.

Issue

Do finders of property have ownership rights? (Is a finder entitled to keep a piece of property if it is found on land on which the finder is a knowing trespasser?)

Rule(s)

- Property law
- Finders' Rights (Lost vs. Mislaid Property Rule): A person who finds lost property has the best claim except against the rightful owner.
- If something is mislaid (intentionally left behind), the property owner (not the finder) has the superior claim.
- Property returns to owner if: mislaid
- Property given to finder if: lost, abandoned

Holding

(Bogdanski) No. Mr. Miller relinquished any right he may have to the statue piece in question because it was obtained by knowingly trespassing on the Favorites' land.

Reasoning

- Considering whether property was lost, mislaid, or abandoned
- If you trespass to find something, you can't benefit from your wrong actions. So, Miller has no right to the statue piece. The lower court's decision was correct.
- A finder will lose his right to a piece of property if he obtained said property by knowingly trespassing on another's land. In this case, Mr. Miller admits that he was aware he was entering private property when he sought out the statue piece. Finders who are aware that they are trespassing on another's property should not benefit from their wrongdoing. Since Mr. Miller knew that he was trespassing on another's land to recover the statue piece, he should not benefit from his wrongdoing. Therefore, Mr. Miller is not entitled to any right he may have as a finder of the statue piece. The judgment of the court below is affirmed.
- The court reasoned that characterizing property as lost, abandoned, or mislaid is speculative, especially for old property. Instead, the court should consider the finder's motive and the property's location. Trespassers lose all rights to found property, especially if it is embedded in the land.

Application/Analysis
Dispute involved found property and landowner rights

Conclusion
Clarified property possession rules
Emphasis over evaluating the finder's position and intent to ensure trespassers are not rewarded, deterring future trespassing for hidden treasures.

Commentary (Optional)
Landowners have the superior claim over buried artifacts found on their land.

March 2025

Campbell v. Robinson

Matthew Campbell v. Ashley Robinson

726 S.E.2d 221 (2012)

South Carolina Court of Appeals

May 9, 2012

Decision for Robinson

Facts

Matthew Campbell (plaintiff) gave Ashley Robinson (defendant) an engagement ring when he proposed. He sued to get it back after they broke up. Robinson claimed Campbell cancelled the engagement, and twice told her she could keep the ring. Campbell claimed the breakup was mutual and that he never said she could keep the ring. The trial court directed a verdict that Robinson had to return the ring to Campbell, and Robinson appealed.

Procedural History

Plaintiff (Matthew) filed motions for:

- Directed Verdict (re: Breach of promise claim)
    - Trial court denied the motion stating that entitlement to the ring "depends on who was at fault in the engagement's cancellation"
- JNOV
- Objections to jury charge and verdict form.

Defendant (Ashley) filed post-trial motion for:

- Breach of promise to marry.

Issue

Was a valid and enforceable contract formed between Campbell and Robinson, or was there insufficient mutual agreement to bind the parties legally?

When two people decide not to get married, who "owns" the engagement ring?

Does ownership of an engagement ring hinge on which party was at fault in the engagement's failure?

Rule(s)

- Contracts require offer, acceptance, and consideration
- Elements of a Valid Contract:
    - Offer: One party must present a definite proposal.
    - Acceptance: The other party must unambiguously agree to the offer.
    - Consideration: There must be something of value exchanged.

    - Mutual Assent ("Meeting of the Minds"): Both parties must clearly agree on the contract's terms.
- Ambiguity & Lack of Mutual Assent:
    - If contract terms are vague or the parties did not agree on essential elements, a contract may be unenforceable.

Holding
Fault does not determine ownership. An engagement is a conditional gift given with the expectation that the couple will marry in the future. If the marriage does not happen, the gift must be unenforceable and returned upon request, unless the donor told the donee they could keep it.

The appellate court rejected the idea that the ring ownership hinges on which party was at fault. They instead sided with courts that took a no-fault approach. Despite this, they still denied Matthew's motion for a directed verdict. They mention a factual dispute on whether or not Matthew told Ashley she could keep the ring, thus preventing a directed verdict therefore may be given to the jury. Instead of deciding fault, the jury should have decided whether or not Matthew had said Ashley could keep the ring.

Now, the case is remanded for a new trial with proper jury instructions.

(Thomas) Yes, if a couple doesn't get married, the person who got the engagement ring has to give it back, unless there's proof that says otherwise. An engagement ring is usually given with the idea that the couple will get married. Different places have different rules about who gets to keep the ring if the couple breaks up. But, legally speaking, it doesn't matter who ended the engagement. This helps make sure that only people who really want to get married do because there's no penalty for breaking off an engagement. In this case, Campbell gave Robinson the ring when he asked her to marry him, which means it was a gift that depended on them getting married. Robinson called it an engagement ring. But she also said that it became a gift without conditions because Campbell told her twice she could keep it. Campbell disagrees with that, so the jury should have decided. So, the court changes the first decision and says there needs to be a new trial.

- Yes. Absent evidence otherwise, an engagement ring given in contemplation of marriage is a conditional gift that must be returned if the couple does not marry. An engagement ring is traditionally given conditioned on getting married. The person claiming otherwise must present evidence to overcome that presumption or show that the ring later became an unconditional gift. Jurisdictions differ on whether who keeps the ring depends on who caused the breakup. But no legal standard applies to measure fault in calling off an engagement. Therefore, this court holds that fault is irrelevant. Allowing either party to

break off an engagement without penalty helps ensure that only compatible couples marry. Here, Campbell gave Robinson the ring when he proposed. That shows it was a gift conditioned on marriage. Robinson herself described the ring as an engagement ring. However, she presented evidence that it became an unconditional gift because Campbell twice told her she could keep it. Because Campbell disputes that evidence, the issue should have gone to the jury to decide. The court accordingly reverses the directed verdict for and remands for a new trial.

Reasoning

Plaintiff (Matthew) sued Ashley for:

- Declaratory Judgment that ring was his rightful property
- Monetary damages for Ashley's failure to return the ring in a timely manner

Defendant (Ashley) sued Matthew for:

- Monetary damages for Matthew's Breach of promise to marry
- Compensatory damages for Ashley's wedding-related expenditures

Jury Decision

- Matthew at fault for cancelling engagement; ring is given to Ashley
- Ashley is not entitled to any damages

Application/Analysis

The case hinged on whether an enforceable contract was formed.

Campbell argued that there was a contract, meaning Robinson was obligated to perform as agreed.
Robinson disputed the contract's validity, claiming there was no clear meeting of the minds or that the agreement was ambiguous and lacked mutual assent.
The court analyzed whether there was clear acceptance and agreement between the parties.

Conclusion

This case reinforced contract formation principles.

"Is fault relevant in determining ownership?" vs "Fault is relevant to determine ownership"

If the court found ambiguity or lack of mutual agreement, the contract was unenforceable.
If the contract was clear and both parties had accepted it, it would be upheld.
In this case, the contract was found to lack mutual assent, making it unenforceable.

The court reasoned that an engagement ring is traditionally given with the expectation of marriage. The person claiming the ring is an unconditional gift must present evidence to

overcome this presumption. The court also noted that fault in breaking off the engagement is irrelevant to determining ownership of the ring.
The court reversed the trial court's directed verdict and remanded for a new trial because there was a factual dispute about whether Campbell told Robinson she could keep the ring after the breakup.
The court's decision represents one side of a division among American jurisdictions on whether fault in an engagement's failure is relevant to determining ownership of the engagement ring.

Commentary (Optional)
Contracts require clear mutual assent—without it, an agreement may not be enforceable.

- The court says that the gift of the ring is "conditioned upon the marriage." Why isn't the gift "conditioned" upon a positive response to "will you marry me?"
- The court says that fault does not determine the ownership of an engagement ring? Why not?
- The court says it cannot distribute property based upon fault where a marriage fails to occur. But is it where a marriage has already occurred? Why?
- When does a conditional gift become an "absolute gift?"
- What was the issue for the jury? Why were the jury instructions wrong?
- What about the bride's claim for "prenuptial expenses?" If Matthew was at fault, wasn't she entitled to these?

March 2025

(NAI) Evans v. Lochmere

Hugh K. Evans v. Lochmere Recreation Club, Inc.

627 S.E.2d 340

Court of Appeals of North Carolina

March 21, 2006

Decision for Evans

NOTE: AI-generated. May contain mistakes.

Facts

In 1994, Hugh Evans sued MacGregor Development Co. and Lochmere Swim & Tennis Club (LSTC) due to noise disturbances affecting his property. The court ruled in his favor, awarding damages and issuing a permanent injunction requiring noise reduction measures. In 1998, Lochmere Recreation Club acquired the property from LSTC. Between 1998 and 2004, Evans alleged that the noise issues persisted under the new ownership, prompting him to file a new lawsuit in 2004.

Procedural History

The trial court dismissed Evans' claims, including private nuisance, trespass, and violations of the noise ordinance, citing the prior judgment and permanent damages awarded in 1994. Evans appealed the dismissal of his private nuisance claim.

Issue

Whether the trial court erred in dismissing Evans' private nuisance claim against Lochmere Recreation Club, given the prior judgment and permanent damages awarded in 1994.

Rule(s)

A private nuisance exists when one party's use of their property unreasonably interferes with another's enjoyment of their property. Successors in ownership are not automatically bound by prior judgments unless there's evidence of active participation. Additionally, damages for a continuing nuisance can be pursued in separate actions.

Holding

The Court of Appeals reversed the trial court's dismissal of Evans' private nuisance claim, allowing the case to proceed.

Reasoning

The court found that Evans' complaint adequately alleged specific acts constituting a private nuisance, providing sufficient notice to the defendant. It emphasized that successors in ownership are not automatically bound by prior judgments unless there's evidence of active

participation. Since no such evidence was presented, Evans was entitled to bring a new suit. The court also clarified that the 1994 damages were not permanent, allowing Evans to seek damages for ongoing issues.

Application/Analysis
Evans' complaint detailed specific instances of noise disturbances from 1998 to 2004, supporting his claim for private nuisance. The court determined that these allegations were sufficient to proceed with the lawsuit, as they met the necessary legal standards.

Conclusion
The Court of Appeals reversed the trial court's decision, allowing Evans' private nuisance claim against Lochmere Recreation Club to proceed.

Commentary (Optional)
This is a case on Nuisance (removed from syllabus, not covered in class)

This case underscores the importance of clear and specific allegations in nuisance claims and highlights that new owners may be held accountable for ongoing issues, even if a prior judgment exists. It also clarifies that damages for continuing nuisances can be pursued in separate actions, ensuring that plaintiffs have avenues for redress over time.

March 2025

Cea v. Hoffman

Al Cea and Laura Cea v. Roger Hoffman

276 P.3d 1178 (2012)

Court of Appeals of Utah

April 5, 2012

Decision for Cea

Facts

Plaintiffs signed a purchase agreement for a modular home with ATC and Roger Hoffman. Paid deposit. ATC had financial troubles and sold assets including contractual rights to Modular Manufacturing (MM). MM sent a letter to Ceas informing them that ATC had "ceased operations." They gave the Ceas two options: MM would complete the home (under a new contract with slightly different terms); or MM would refund Cea's deposit. The Ceas "accepted" MM proposal but sought to change house specifications, place of delivery and new delivery data. MM did not respond to the letter. Ceas sent a second letter "accepting" MM's offer to refund the deposit. MM did not respond to the second letter and did not return the deposit. The Ceas sued.

Procedural History

The trial court granted the builders' (defendants') motion for summary judgment. The Ceas appealed to the Utah Court of Appeals.

Issue

Did a contract exist between the two parties?

- Was the MM letter an offer?
- Was the first Cea letter an acceptance? Or did it reject the MM offer?
- Was the second Cea letter an acceptance?
- Could the Ceas accept the refund offer after sending the first letter?

Rule(s)

- An offer is a proposal made with the intent to create a binding agreement.
- A counteroffer occurs when a response to an offer alters its terms or introduces new conditions.
- An acceptance must be unequivocal and mirror the terms of the offer to create a valid contract.
- A rejection of an offer nullifies the offer, and no contract can be formed unless a new offer is made and accepted.

Holding

- The Initial letter from Ceas to MM was a counteroffer and thus rejection of offer to complete house
- MM letter had an additional offer to refund the deposit
- The first Cea letter did not reject this offer; the second Cea letter accepted it.

Overturned: The Trial court erred in granting summary judgment to MM; $172k to Ceas.

Reasoning
The court reasoned that the first Cea letter was not a rejection of MM's refund offer, but instead, it was a counteroffer regarding the completion of the house. MM's letter, offering a refund, constituted a new offer, which the Ceas could accept. The second letter from the Ceas was a valid acceptance of MM's offer for a refund. Therefore, a contract existed for the refund of the deposit, and the trial court erred in granting summary judgment in favor of MM.

Application/Analysis
The court applied contract law principles to determine that the Ceas' initial response to MM was a counteroffer, not an outright rejection. When MM did not respond to the Ceas' changes, it implicitly allowed the Ceas to pursue the alternative option of refund, which they did through the second letter. Thus, the court concluded that the Ceas' acceptance of the refund offer was valid, and MM was obligated to return the deposit.

Conclusion
The Utah Court of Appeals reversed the trial court's decision, holding that the Ceas had a valid acceptance of MM's refund offer. The case was remanded for further proceedings to ensure that the Ceas received the $172,116 deposit.

Commentary (Optional)
From the TX:
- Would you classify this contract as being unilateral or bilateral? Explain.
- According to the Court of Appeals, did the Ceas and Modular enter into a contract for the construction of the log home? Explain.
- Why did the Court of Appeals conclude that the parties had contracted for the return of the down payment?

March 2025

Hamer v. Sidway

Hamer v. Sidway

124 N.Y. 538, 27 N.E. 256 (1891)

New York Court of Appeals

March 24, 1891

Decision for Hamer

Facts

An uncle (William Story Sr.) promised his nephew (William Story II) $5,000 if the nephew refrained from drinking, smoking, and gambling until he turned 21. The nephew complied. After the nephew turned 21, the uncle agreed that the nephew had honored his promise, but told his nephew the money would be held in the bank until he thought the nephew was ready for the money. The nephew agreed and assigned the interest in the money to his wife who in turn assigned the interest to Louisa Hamer. The uncle acknowledged the promise but died without paying. Hamer asked for the money from Franklin Sidway, the executive director of the uncle's estate, who refused to pay. Hamer sued to enforce the contract and collect the money.

Procedural History

Hamer won in the trial court. Sidway appealed the decision, and the Appellate division reversed the ruling. Hamer then appealed to the state Court of Appeals.

Issue

Whether a nephew's forbearance from legal conduct (drinking, smoking, gambling, etc.) constituted valid consideration for a contract.

Does consideration exist if a party agrees to a detriment?

Rule(s)

Shadwell v. Shadwell, Talbott v. Stemmons

Holding

(Parker, unanimous) Consideration isn't limited to just a benefit to one party —- it is also found if a party agrees to incur a detriment. Forbearance of a legal right (even if beneficial to the promisee) constitutes valid consideration. The promise was enforceable.

Reasoning

Consideration exists when one party gives up a legal right at the request of another, regardless of whether that act benefits the promisor.

- Hamer: The nephew's abstinence from drinking, smoking, etc was adequate consideration, making it a valid and enforceable contract.
- Sidway: There was no enforceable contract because the nephew gave no consideration for the uncle's promise of $5,000.

Application/Analysis

Consideration exists when one party gives up a legal right at the request of another, regardless of whether that act benefits the promisor. If someone agrees to give up something they have the right to do, it can be seen as a fair trade in a deal. It doesn't matter if the other person actually benefits from it. What matters is that the person agreed to limit their rights or freedoms for the deal.

Conclusion

Forbearance (agreeing not to do something one has a legal right to do) is valid consideration for an enforceable contract. (Forbearance = valid consideration)

Commentary (Optional)

Notes and Comments:

- "It is enough that something is promised, done, forborne or suffered by the party to which the promise is made."
- "Concession against interest": uncle *concedes* that there was a contract, then holds money and offers interest on top of it, to which the nephew agrees. This is an offer and acceptance.
- One issue: unilateral condition and subsequent; there is no objective standard. The only person who can determine the condition of when the nephew is ready for the money is the uncle…but the uncle is dead.
- Contract vs conditional gift?
- What is the difference between a promise and a contract?
- How does a promise become a contract?

March 2025

Hawkins v. McGee

Hawkins v. McGee

84 N.H. 114, 146 A. 641 (1929)

New Hampshire Supreme Court

December 14, 1929

Decision for Hawkins

Facts

Dr. McGee told Hawkins he would give him a "100% good hand" after surgery. Instead, the result was worse than before. Hawkins sued for breach of contract (not negligence) for the promise of "a 100% good hand" (assumpsit against the doctor for a breach of alleged warranty of the success of an operation).

Procedural History

In the Trial Court, the jury evaluated the question of making a contract in this case (and the jury considered the question of damages: if they found the plaintiff entitled to anything, they would consider damages for pain and suffering from the operation, and positive ill effects of the operation upon the hand).

Motions: Dr. McGee says that "no reasonable man would understand that they were used with the intention of entering 'into any contractual relation whatsoever', and that they could reasonably be understood only 'as his expression in strong language that he believed and expected that as a result of the operation he would give the plaintiff a very good hand'". He motions for a nonsuit, and for directed verdict -- both of which were denied. He claimed certain exceptions and moved to set aside the verdict upon the grounds that it was 1) contrary to the evidence 2) against the weight of the evidence 3) against the weight of the law and evidence 4) because the damages awarded by the jury were excessive. The court denied the motion upon the first three grounds, but found that the damages were excessive and made an order to set aside the verdict.

The jury then awards $3000 (and later just $500) to Hawkins, factoring in pain and suffering.

Hawkins appeals to the NH Supreme Court.

Issue

Does a surgeon's statement about surgical success create a legally enforceable contract?
How should damages be measured?

Rule(s)

Davis v. New England (definition of damages in Contract Law, focusing on loss in value and incidental damages that are foreseeable at the time of contract formation)

Holding
(Branch) The court entered judgment for Hawkins, but held that the trial court used an incorrect damages standard. They allowed the case to go to the jury on whether a warranty was made. It also clarified that damages should be based on the difference in value between the promised hand and the actual result, not pain and suffering.

The state Supreme Court held that the trial court used the wrong damages measure. They reversed the judgment and remanded for a new trial with instructions to apply expectation damages.

The New Hampshire Supreme Court reversed the trial court's judgment and ordered a new trial, instructing the lower court to calculate damages based on expectation damages (the difference between the value of a perfect hand and the value of the hand after surgery), not pain and suffering.

Reasoning
The person who didn't break the contract can only get money for the difference between what the contract would have been worth if it was done right and what they actually got, plus any extra costs that everyone could have guessed would happen when they made the contract.

The goal is to put the person who didn't break the contract in the same spot they would have been in if the contract was done right. So, any extra losses that no one could have guessed would happen can't be included when figuring out how much money to give.

Application/Analysis
In breach of contract (especially breach of warranty), expectation damages apply — measuring the value of the promised result versus the actual outcome.

Conclusion
A doctor's promise has the potential to create a contract, and damages are based on expectation. (Breach of warranty ⇒ expectation damages)

Commentary (Optional)
- Doctor says "I will guarantee to make the hand a hundred per cent perfect hand or a hundred per cent good hand" → so ambiguous; what does it even mean?
- Is there a contract?
- Is there an offer, acceptance, consideration problem? No.

- Is there a meeting of the minds between the parties? did they interpret it the same way?

March 2025

Mills v. Wyman

Daniel Mills v. Seth Wyman

3 Pick. 207 (1825)

Supreme Court of Massachusetts

October 20, 1825

Decision for Wyman

Facts

The plaintiff cared for the defendant's dying adult son. After the son's death, the father promised in writing to pay for the expenses — but later refused to do so. Mills sued Wyman on the assumpsit (contract claim, an action to recover damages for breach of contract) for a promise to repay for care given to Wyman's adult son.

Procedural History

In the Trial court, the judge directed a nonsuit, finding that no legal consideration supported the promise.

Mills then appealed the decision to the Massachusetts Supreme Judicial Court.

Issue

Whether a father's promise to pay for care rendered to his adult son created a binding contract. Does a promise based on a moral obligation but made without legal consideration constitute an enforceable contract?

Rule(s)

A promise based on a moral obligation but made without legal consideration does not constitute an enforceable contract unless it is tied to a preexisting legal obligation.

Holding

(Parker) No. The promise made by Wyman to pay for Mills's expenses is without legal consideration and thus unenforceable. Additionally, a parent's promise to pay the debts of his minor children is enforceable based on the preexisting legal duty of parents to provide for their children's expenses. However, this obligation dissolves once the child reaches adulthood. Levi Wyman fully reached adulthood and had long been out of his father's care. Thus, his father is no longer obligated to pay his debts based on a preexisting parent-child relationship.

The court affirmed the nonsuit decision for the defendant.

Reasoning

A moral obligation alone is not valid consideration to enforce a promise, unless it revives a pre-existing legal obligation.

Application/Analysis
Though it was a moral obligation, it was not supported by legal consideration and does not constitute a valid and enforceable contract.

Conclusion
If there is no legal consideration, then a moral obligation is not enforceable. (Moral obligation != legal consideration)

Commentary (Optional)
Wyman's refusal to honor his promise of paying Mills is what history remembers about him.

Notes:

- “It is only when the party making the promise gains something, or he to whom it is made loses something, that the law gives the promise validity”
- There is no negotiation or meeting of the minds (it was not like Mills sought out Wyman). Neither necessarily gained something or forbade a right to something. Forbearance was passed, no contract
- When (if ever) is a “moral obligation” enforceable by a court?
- Does it matter when a promise is made?

March 2025

Drennan v. Star Paving

Drennan v. Star Paving Co.

51 Cal.2d 409 (1958)

Supreme Court of California

December 31, 1958

Decision for Drennan

Facts

Drennan, a general contractor, relied on Star Paving's low bid of $7,131.60 when submitting his bid for a school construction project. After Drennan won the job, Star Paving refused to honor its bid, claiming a mistake, and demanded over $15,000 instead. Drennan hired another company at a higher cost ($10,948.60) and sued for the difference.

Procedural History

In the trial court, Drennan sued for breach of promise after Star Paving revoked a bid on which he had relied on. The court ruled in favor of Drennan and awarded damages equal to the cost difference between Star Paving's bid and the actual cost paid to another subcontractor ($3,817).

Star Paving appealed the decision to the California Supreme Court.

Issue

Is a subcontractor's bid irrevocable if a general contractor reasonably relies on it to submit their own bid?

Rule(s)

- Promissory estoppel (Restatement §90 / Section 90, Restatement of contracts): promise that induces reasonable and foreseeable reliance: "A promise which the promisor should reasonably expect to induce action or forbearance of a definite and substantial character on the part of the promisee and which does induce such action or forbearance is binding if injustice can be avoided only by enforcement of the promise"
- Detrimental Reliance

Holding

The state Supreme Court affirmed the trial court's judgment, holding that promissory estoppel was applied. "The absence of consideration is not fatal to the enforcement of such a promise." (Even if there was no consideration, a contract may still be enforceable)

Reasoning

- Drennan argument: There was a breach of promise

- Star Paving argument: There was no consideration and thus no contract

Even though there was no formal contract, Star Paving's offer became irrevocable under promissory estoppel due to Drennan's reasonable reliance on it to his detriment.

Application/Analysis
Under promissory estoppel (Restatement §90), a promise that induces reasonable and foreseeable reliance becomes binding, even without consideration, if necessary to prevent injustice. Here Drennan reasonably relied on Star Paving's offer.

Conclusion
After reliance but before formal acceptance, a bid cannot be revoked. This is due to reasonable reliance by the legal doctrine of *promissory estoppel* (Restatement §90).

Commentary (Optional)
Must both (all) parties "get something" for there to be a valid contract?

March 2025

In the Matter of Baby "M"
In the Matter of Baby "M"
109 N.J. 396
Superior (Trial) Court of New Jersey
February 3, 1988
Decision for Plaintiffs

Facts
Melissa Stern, otherwise known as "Baby M," was born in the US in 1986. The surrogate and biological mother, Mary Beth Whitehead, refused to give up custody of the baby to the couple with whom she made the surrogacy agreement.

Procedural History
The courts ruled in favor of the Plaintiffs (the Sterns), relinquishing all parental rights for Mary Beth Whitehead (the surrogate) and her husband. She did not win full custody but she kept some rights to the child.

The courts of New Jersey found that Whitehead was the child's legal mother and declared contracts for surrogate motherhood illegal and invalid. However, the court found it in the best interest of the infant to award custody of the baby to the child's biological father, William Stern, and his wife Elizabeth Stern, rather than to Whitehead, the surrogate mother.

Issue
Whether the surrogacy contract between Mary Beth Whitehead and the Sterns is enforceable and whether Whitehead or the Sterns should have custody of Baby M.

Rule(s)
Surrogacy contracts that violate public policy are unenforceable. Custody should be determined based on the child's best interests.

Holding
(7-0) Surrogacy is not enforceable.

The surrogacy contract is void because it conflicts with the laws and public policy of the state (New Jersey). The legislature could decide to change the statute in the future, but for now it's illegal.

Reasoning
Surrogacy was against public policy.

(Wilentz) “A custody decision must be made by considering the child’s best interests, not contractual obligations.”

The court had less of an issue of custody but rather the question on surrogacy, ruling that it was “illegal, perhaps criminal, and potentially degrading to women”, unfairly leaving poor mothers exposed to being exploited for their eggs.

Consent is void in this case because consent cannot be “voluntary and informed”. The mother can't understand the consequences of this contract prior to the birth of the baby.

Application/Analysis
The court found the surrogacy contract unenforceable because it violated public policy. Despite Whitehead being the biological mother, the Sterns had been the intended parents and had a stronger emotional bond with the child.

Conclusion
The court granted custody to the Sterns and awarded Whitehead visitation rights, emphasizing the best interests of the child.

This was one of the first cases exploring surrogacy, parental rights, and payments for children, along with enforceability of a contract.

Commentary (Optional)

- Info: For cases where a child, a legal entity, or a specific issue is at the center of the case, the title is a bit different (so here it is focused on “In the Matter of …” instead of Plaintiff v. Defendant).
- Comment: This custody case is so fascinating. I like the NYT coverage of it too: https://www.youtube.com/watch?v=fGb_D2TqZ9E. I really think the biological mother (surrogate) was mentally not capable of raising Baby M (in a tape to the father, the surrogate says “I gave her life, and I can take her life away” to which the father responds, “No. Please, Mary Beth, no”). That aside, this case got national attention on how families can be made; 1 of 7 married couples in the US cannot have children because they are infertile and adoption is not always a viable process. As this case was brought to national attention, surrogacy was outlawed in much of the world. States also began to pass laws to make surrogacy illegal, but surrogacy actually only grew in the US afterwards. However today surrogacy is still largely unregulated. To also make matters (facts) different, now 99% of surrogacy is now gestational surrogacy with the mother’s DNA too, making the surrogate mother have no genetic relation to the baby she carries.

- Question: So when did it become different in the sense that having surrogates became legal? How do (typically more liberal) states argue for or against surrogacy now?

Questions:

- The court in “Baby M” says that consent is irrelevant. Isn’t consent the foundation of all contracts?
- According to the court, consent cannot be “voluntary and informed” because it occurred before the birth of the child. Must a party to a contract “know” all consequences of a contract for it to be informed and voluntary?
- The contract is void because it is “potentially degrading to women.” Are all adult film contracts therefore void?
- How should we consider the interest of third parties (i.e. those not parties to the contract)?
- The contract is void because “the profit motive predominates, permeates, and ultimately governs the transaction.” So? Isn’t this true of ALL contracts?
- It guarantees that the “separation of a child from its mother” is in violation of public policy. Where does this “policy” come from?
- Only the less well off will enter into these contracts so the contract should not be enforced. SO, isn’t this true of many contracts?
- Is there “harm” here? If so, to whom? To society?
- Are there some things that money can’t buy? If so, how do we decide what these are?

March 2025

(NAI) IVF Case (Alabama 2024)

LePage v. Center for Reproductive Medicine

109 N.J. 396

Superior (Trial) Court of New Jersey

February 3, 2024

Decision for LePage

Facts

Plaintiffs created embryos through IVF and contracted the Defendant to store them in a cryogenic nursery. The nursery door was left unsecured, allowing an unknown individual to enter and mishandle the embryos, causing them to be dropped and killed by the cold temperature. The plaintiffs sued.

They claimed under Alabama's Wrongful Death of a Minor Act (Ala. Code § 6-5-391), and alternatively, for negligence and wantonness, seeking damages for emotional distress. They argued that if embryos were not considered minors, they should be treated as property.

Procedural History

The plaintiffs filed suit in an Alabama court.

Issue

Whether the wrongful death of embryos, created for IVF, falls under the scope of Alabama's Wrongful Death of a Minor Act (Ala. Code § 6-5-391) for the purposes of bringing a claim for punitive damages.

Rule(s)

Wrongful Death of a Minor Act (1872) (Alabama Code § 6-5-391)

Holding

The relevant statutory text is clear: the Wrongful Death of a Minor Act applies on its face to all unborn children, without limitation.

Reasoning

First enacted in 1872, the Wrongful Death of a Minor Act allows the parents of a deceased child to bring a claim seeking punitive damages "[w]hen the death of a minor child is caused by the wrongful act, omission, or negligence of any person," provided that they do so within six months of the child's passing. § 6-5-391(a). The Act does not define either "child" or "minor child," but this Court held in Mack v. Carmack, 79 So. 3d 597 (Ala. 2011), that an unborn child qualifies as a "minor child" under the Act, regardless of that child's viability or stage of development.

Application/Analysis

The wrongful death of embryos created through IVF, although not yet born, falls within the definition of "minor child" under Alabama law. So the claims for the wrongful death of embryos were valid. The Court also considered the alternative common-law claims for negligence, but the ruling primarily focused on the wrongful death statute.

Conclusion

The case was decided in favor of the Plaintiffs. The Court concluded that unborn children qualify as "minor children" under the statute.

Commentary (Optional)

- Compare the reasoning in the IVF Case to the reasoning in Baby M
- Are embryos people?
- Are embryos property?
- Should parents be able to seek legal remedies if their embryos/unborn children are harmed?
- How does the ruling in the Matter of Baby M complicate the ruling from Alabama?

April 2025

Railroad Co. v. Stout

Sioux City & Pacific Railroad Co. v. Stout

84 U.S. (17 Wall.) 657

Supreme Court of the United States

January 26, 1873

Decision for Stout

Facts

Three boys were playing on a railroad "turntable." Henry, age 6, was injured when his foot got caught. Railroad property was not enclosed or separated from adjoining property. The turntable was not "locked down" or disabled; the latch was broken. It was not usual industry practice to lock down turntables, but it was usual to have an operable latch. The boys lived about ¼ mile from the property. One had played there before and been told to leave.

Henry Stout and his friend sued the Pacific Railroad for injuries and damages sustained from crushing his foot while playing at the Railroad's turntable as a child. Though the land belonged to the Railroad, the turntable was in an open area.

Procedural History

The jury ruled for Stout; Sioux City & Pacific Railroad Co. must pay $7500. But they appealed ("Writ of Error") to the SCOTUS, filing a Petition for Cert (petition for Writ of Certiorari).

Issue

Must a jury decide the outcome of a case that requires weighing of the evidence even if there is no dispute of facts?

Rule(s)

When the importance and credibility of individual facts needs to be weighed in order to arrive at a final decision, the jury should decide the case, even if the facts are not in dispute.

Holding

(Hunt) Yes.

- The jury system operates under the fundamental assumption that a group of people fairly chosen from the community will exercise better judgment than one judge. The jury is expected to parse facts and give credibility to some while denying credibility and weight to others.
- In many cases, however, there is no dispute of fact. Even in those cases, though, the jury plays a role. While the jury might not be determining which version of events is credible

and which is not, the jury is still required to look at these facts and weigh their importance, applying them to the law as instructed by the judge.

- In this case, neither of the parties dispute the circumstances of Stout's injury, the state of the turntable, or the fact that railroad employees had knowledge of children playing on the turntable. What was at issue was whether those facts constituted negligence on the part of the railroad. This determination was the province of the jury. Not only was the jury best equipped to determine whether the railroad had breached its standard of care, but it was also the best equipped to determine the standard itself. Therefore, the jury was the proper arbiter of this case and the verdict is affirmed.
- If a plaintiff is at fault for injuries, they cannot recover from a defendant for negligence. Exception: children. A child's age and capacity must factor into whether the child's own negligence should bar recovery.

Reasoning

Stout and friends: Negligence. The employees knew about it but did not do anything to prevent the children from getting hurt, though they could certainly have taken measures like lock the turntable or put a fence around it.

The Railroad Company saw other children playing on the turntable and did nothing about it, thus making sufficient evidence for negligence that caused Stout's injuries.

Application/Analysis

If two sensible and impartial people could evaluate undisputed facts, draw inferences, and reach different conclusions on negligence, then a jury must weigh the evidence to decide the case. 12 members of a jury come from different backgrounds and are wiser and reach safer conclusions than one judge.

Conclusion

The jury's verdict stands. Sometimes the judge can decide claims if the facts aren't in dispute.

Judgment affirmed. This ruling shaped how courts distinguished between issues that must be decided by judges and by juries.

Commentary (Optional)

None

April 2025

Kanaley v. DL&W Railroad

Kanaley v. Delaware, Lackawanna, & Western Railroad Co.

268 F.2d 191 (2d Cir. 1959)

United States Court of Appeals Second Circuit

November 12, 1959

Decision for Railroad

Facts

Three boys jumped on a railroad car. Kanaley (holding a basketball) jumped to a ledge and then tried to jump back on the train. He fell and the train ran over his right arm, amputating his arm. Kanaley filed a personal injury lawsuit, alleging that the railroad's negligence caused his injuries. The railroad company contended that it was not responsible for the injury and argued that the accident was caused by factors unrelated to its negligence.

Procedural History

The District Court granted summary judgment in favor of the railroad, ruling that Kanaley's case lacked sufficient evidence to proceed. Kanaley appealed the decision to the Second Circuit Court of Appeals.

Issue

Did the District Court err in granting summary judgment for the defendant?
Did the court wrongly decide that the railroad was not liable for Kanaley's injuries?

Rule(s)

Whether the evidence presented by Kanaley was sufficient to survive summary judgment, allowing his case to proceed to trial. Summary judgment is appropriate only if the moving party demonstrates that there is no genuine issue of material fact, and the moving party is entitled to judgment as a matter of law.

"Under the law of New York (applicable here) plaintiff was a trespasser to whom defendant would be liable only for wanton and reckless conduct or as sometimes phrased, an affirmative act of negligence"

Holding

The Second Circuit affirmed the District Court's ruling. The Court found that summary judgment was appropriate, meaning there was no sufficient evidence to move forward with the case.

Reasoning

The Court held that there were no genuine issues of material fact that would require a trial.

The Court applied New York law, which specified that plaintiffs who are trespassers could only sue for wanton and reckless conduct (not ordinary negligence), which Kanaley could not demonstrate.

Application/Analysis
In applying the rule to the facts, the Court emphasized that summary judgment is not appropriate when there is a genuine issue of material fact. The evidence presented by Kanaley suggested that the railroad might have been negligent, and that question needed to be resolved through a trial, not through a pretrial motion for summary judgment.

Conclusion
The judgment is affirmed. Kanaley lost the appeal and his case was dismissed.

Commentary (Optional)
This case reinforces the principle that summary judgment is an extraordinary remedy and should only be granted when there is no genuine dispute over material facts. The decision ensures that plaintiffs have the opportunity to present their case in full when factual issues are in dispute.

Notes:

- Did D owe a duty to P?
- What is the duty of care owed by D to P?
- Is the duty owed dependent upon “usual” practices?
- Must injury be “foreseeable” for D to be liable?
- Should D owe a duty to P where there is trespass?
- What if both D and P are negligent?

April 2025

Berthiaume v. Pratt

Estate of Berthiaume v. Pratt, M.D.

365 A.2d 792

Supreme Judicial Court of Maine

November 10, 1976

Decision for Estate of Berthiaume

Facts

Dr. Pratt, a physician, took photographs of Mr. Berthiaume's face during a medical examination related to a cancer diagnosis. The photos were taken without the patient's express consent. Mr. Berthiaume resisted but was physically positioned by the doctor to get the desired angle. Mr. Berthiaume later died, and his estate sued Dr. Pratt for battery and invasion of privacy.

Procedural History

The lower court found in favor of the estate, and Dr. Pratt appealed. The case went to the Supreme Judicial Court of Maine.

Issue

Whether a physician commits a battery or invasion of privacy by taking photographs of a patient without consent during a medical visit.

Rule(s)

Battery: Intentional, unpermitted, and harmful or offensive contact with another's person.
Invasion of Privacy: Unwarranted intrusion into one's personal affairs or bodily autonomy, especially in private or sensitive contexts.
Consent is required for medical contact and particularly for actions like photography that extend beyond diagnosis or treatment.

Holding

Yes. The court held that Dr. Pratt committed a battery and violated the patient's right to privacy by taking the photographs without consent.

Reasoning

The court emphasized that touching a patient without consent—even for photography—is a battery when not part of medically necessary care. Dr. Pratt did not have permission to take the photographs, and the act was not incidental to medical treatment. The patient expressed resistance, showing the absence of even implied consent. Medical professionals do not have carte blanche to touch or manipulate a patient's body outside the scope of consented treatment.

Application/Analysis
Dr. Pratt's action went beyond standard medical treatment. Manipulating Mr. Berthiaume's head and taking photos without permission constituted a non-privileged, intentional contact, satisfying the elements of battery. Additionally, capturing images of a person in a vulnerable, medical context without their permission amounted to a violation of privacy. The court considered the dignity and bodily autonomy of patients central to the physician-patient relationship.

Conclusion
The Supreme Judicial Court of Maine affirmed the lower court's decision in favor of the estate, finding that Dr. Pratt committed a battery and violated Mr. Berthiaume's privacy. Physicians must obtain proper consent for any interaction beyond necessary medical care.

Commentary (Optional)
Textbook Notes:

- Battery is unpermitted, unprivileged, intentional contact with another's person. In a physician-patient relationship, how does a physician receive consent to touch the body of a patient? (Consent negates the "unpermitted" element of battery.)
- Could there have been a battery if Dr. Pratt had used rubber gloves in handling Mr. Berthiaume's head in preparation for the pictures? Could there have been a battery if Dr. Pratt had raised Mr. Berthiaume's head by cranking the hospital bed?
- Could there have been an assault if Mr. Berthiaume was unconscious at the time Dr. Pratt raised his head and placed the blue operating towel under his head?

This reminds me of the story of the doctor who lied to patients telling them they had cancer and killed patients slowly over time for money… Dr. Farid Fara. The case isn't similar but they're both doctors. Scary times.

April 2025

Wright v. House of Imports

Benjamin Wright, Jr. v. House of Imports

381 S.W.3d 209

Supreme Court of Kentucky

September 20, 2012

Decision for Wright

Facts

On August 31, 2007, Benjamin Wright, Jr. visited House of Imports, a retail store, to purchase shoes. After selecting a pair, he ascended three stairs to an elevated area where the cash register was located. Upon completing his purchase, Wright began to descend the stairs but slipped and fell, sustaining serious injuries. He filed a common-law negligence lawsuit against House of Imports, alleging that the retailer negligently maintained its premises in a dangerous and defective condition, leading to his fall and injuries.

Procedural History

The case proceeded to a jury trial in the Jefferson Circuit Court. The jury found that House of Imports was 75% at fault and Wright 25% at fault under Kentucky's comparative fault principles. They awarded Wright $75,000 for pain and suffering and $86,151.56 for medical expenses, totaling $161,151.56. After adjusting for comparative fault, the trial court awarded Wright $120,863.67. House of Imports appealed, and the Kentucky Court of Appeals reversed the trial court's judgment, holding that the trial court committed palpable error by admitting expert testimony on building code violations without instructing the jury on the applicability of the code. Wright sought discretionary review from the Kentucky Supreme Court.

Issue

Did the trial court commit palpable error by admitting expert testimony regarding building code violations without providing the jury with instructions on the applicability of the code in a common-law negligence case?

Rule(s)

- Common-law negligence case: the plaintiff must establish (1) a duty owed by the defendant, (2) breach of that duty, (3) injury, and (4) legal causation between the breach and the injury.
- Expert testimony on building code violations can be admissible in common-law negligence cases to establish the standard of care, even without a specific jury instruction on the code's applicability, provided the case is not based on negligence per se.

Holding

The Kentucky Supreme Court held that the trial court did not commit palpable error in admitting expert testimony on building code violations without instructing the jury on the code's applicability. The Court reversed the Court of Appeals' decision and reinstated the trial court's judgment in favor of Wright.

Reasoning
The Supreme Court reasoned that since Wright's claim was based on common-law negligence and not negligence per se, the building code violations were introduced as evidence of the standard of care, not as a statutory duty. Therefore, a specific jury instruction on the code's applicability was not required. Additionally, the Court noted that House of Imports had proposed the jury instructions used at trial and could not now claim error based on those instructions. The Court found no manifest injustice resulting from the trial court's actions.

Application/Analysis
The Court applied the principle that in common-law negligence cases, evidence of building code violations can inform the standard of care without necessitating a jury instruction on the code itself. Since the expert testimony was relevant to establishing whether House of Imports breached its duty of care, and because the jury found the retailer predominantly at fault, the trial court's admission of the testimony without a specific instruction did not constitute palpable error.

Conclusion
The Kentucky Supreme Court concluded that the trial court acted within its discretion in admitting expert testimony on building code violations without a corresponding jury instruction. The Court reversed the Court of Appeals' judgment and reinstated the trial court's award of $120,863.67 to Wright.

Commentary (Optional)
None

April 2025

Schmidt v. Gateway

Jacqueline and Randall Schmidt v. Gateway Community Fellowship

2919 ND 69

Supreme Court of North Dakota

April 8, 2010

Decision for Schmidt

Facts

On September 14, 2002, Jacqueline Schmidt attended an outdoor automotive show and skateboarding exhibition called the "Impact Auto Explosion," sponsored by Gateway Community Fellowship (a nonprofit church) in the parking lot of Gateway Mall in Bismarck, North Dakota. While at the event, Jacqueline stepped into a hole in the paved parking lot and injured her right ankle. The event was free to the public, but Gateway Community Fellowship charged car owners a registration fee to participate in the automotive show. The church leased space inside the mall from North Bismarck Associates II, the mall's owner.

Procedural History

The Schmidts filed a personal injury lawsuit against Gateway Community Fellowship and North Bismarck Associates II. The district court granted summary judgment in favor of the defendants, holding they were entitled to recreational use immunity under North Dakota law because Jacqueline entered the premises for recreational purposes without being charged a fee. The Schmidts appealed the decision to the North Dakota Supreme Court.

Issue

Did the district court err in granting summary judgment by determining that the defendants were entitled to recreational use immunity under N.D.C.C. § 53-08-02 when there were factual disputes about whether Jacqueline Schmidt entered the premises for recreational purposes and whether a fee was charged for entry?

Rule(s)

Under N.D.C.C. § 53-08-02, landowners are generally immune from liability for injuries to individuals who enter their land for recreational purposes without charge. However, this immunity does not apply if the landowner charges a fee for entry or if the use is not recreational in nature.

Holding

The North Dakota Supreme Court reversed the district court's summary judgment and remanded the case for further proceedings, holding that there were genuine issues of material fact regarding

whether Jacqueline Schmidt entered the premises for recreational purposes and whether a fee was charged for entry, precluding summary judgment based on recreational use immunity.

Reasoning
The Court reasoned that the determination of whether the recreational use immunity statute applied depended on factual questions about the nature of the event and whether a fee was charged for entry. Although the event was free to the public, the church collected registration fees from car owners participating in the show. Additionally, the event included religious outreach activities, suggesting that the purpose might not have been purely recreational. These factual disputes made summary judgment inappropriate.

Application/Analysis
The Court analyzed the nature of the event and the fees associated with it. While the public was not charged an admission fee, the collection of registration fees from participants and the event's religious outreach components raised questions about whether the event was recreational and whether a fee was effectively charged. These issues required further factual development, making summary judgment on the basis of recreational use immunity improper.

Conclusion
The North Dakota Supreme Court concluded that genuine issues of material fact existed regarding the applicability of recreational use immunity. Therefore, the district court's grant of summary judgment was reversed, and the case was remanded for further proceedings to resolve these factual disputes.

Commentary (Optional)
None

April 2025

Baker v. East Coast

Alfred L. Baker v. East Coast Properties, Inc.

C.A. No. N09C-11-144 MMJ

Superior Court of Delaware

November 15, 2011

Decision for East Coast Properties, Inc.

Facts

Alfred L. Baker, a legally blind tenant with multiple health issues, resided in Greenwood Acres Apartments, owned by East Coast Properties. Due to concerns about unauthorized entries by maintenance staff, Baker installed a motion-sensitive alarm on his apartment's front door. On March 13, 2009, during a fire system inspection, maintenance personnel entered his apartment without prior notice, triggering the alarm. Startled awake by the alarm, Baker rushed toward the door, fell, and sustained injuries.

Procedural History

Baker filed a negligence lawsuit against East Coast Properties. The defendant moved for summary judgment, arguing lack of foreseeability and that Baker's alarm installation was an intervening cause. The Superior Court granted summary judgment in favor of East Coast Properties.

Issue

Did East Coast Properties' unannounced entry into Baker's apartment proximately cause his injuries, or did Baker's self-installed alarm constitute an intervening and superseding cause that absolved the defendant of liability?

Rule(s)

- For a negligence claim, the plaintiff must establish that the defendant's breach of duty proximately caused the injury.
- An intervening and superseding cause can break the chain of causation, relieving the defendant of liability.
- Under Delaware law, if a plaintiff's contributory negligence exceeds that of the defendant, recovery is barred.

Holding

The court held that Baker's installation of the alarm was an intervening and superseding cause of his injuries, breaking the causal chain from any negligence by East Coast Properties. Additionally, Baker's contributory negligence exceeded any potential negligence by the defendant, barring his claim.

Reasoning
The court reasoned that the alarm, installed without notifying East Coast Properties, was not a foreseeable element in the chain of events leading to Baker's injury. The sudden activation of the alarm directly led to Baker's startled reaction and subsequent fall. Therefore, the alarm's activation was an intervening cause. Furthermore, Baker's decision to install the alarm without informing the landlord constituted contributory negligence greater than any alleged negligence by East Coast Properties.

Application/Analysis
Applying these principles, the court found that even if East Coast Properties' entry was unauthorized, the unexpected nature of the alarm's activation and Baker's reaction were not foreseeable consequences. The alarm's role in the incident was significant enough to be considered a superseding cause. Baker's failure to communicate the presence of the alarm to the landlord further contributed to the incident, surpassing any negligence on the part of East Coast Properties.

Conclusion
The Superior Court of Delaware granted summary judgment in favor of East Coast Properties, concluding that Baker's self-installed alarm was an intervening and superseding cause of his injuries and that his contributory negligence barred recovery.

Commentary (Optional)
None

April 2025

Macomber v. Dillman

Roxanne and Steven Macomber v. Carter F. Dillman

505 A.2d 810

Supreme Judicial Court of Maine

February 27, 1986

Decision for Dillman

Facts

Roxanne and Steven Macomber decide to not have more children. Roxanne goes through tubal ligation (a sterilization procedure) performed by Dr. Carter Dillman. Despite this, Roxanne becomes pregnant later, giving birth to a healthy child. The Macombers file a medical malpractice lawsuit against Dr. Dillman, alleging negligence in the performance of sterilization. They seek damages for the pregnancy, medical costs, and also for the expenses of raising and educating the child.

Procedural History

The Macombers filed a medical malpractice suit, seeking damages for the costs associated with raising the child. The trial court found in favor of the Macombers but limited damages to pregnancy-related costs, excluding child-rearing expenses. The Macombers appealed, seeking full child-rearing costs.

Issue

Whether the parents of a healthy, unplanned child born after a negligently performed sterilization procedure can recover damages for the costs of rearing and educating that child.

Rule(s)

Wrongful birth tort: arises when parents sue a healthcare provider, alleging that a doctor's negligent failure to diagnose or disclose a fetal abnormality led to the birth of a child with a serious congenital defect or disability, and that they would have terminated the pregnancy had they known

Type of medical malpractice suit - we can use the same analysis that we would a typical tort claim

In Maine, a cause of action exists for medical malpractice when a healthcare provider's negligence leads to unintended consequences. However, public policy considerations may limit the scope of recoverable damages. In this case, the court held that parents cannot claim damages for the costs of rearing a healthy, normal child resulting from a failed sterilization procedure. Recovery was limited to medical expenses related to the sterilization and pregnancy, pain and suffering, and loss of earnings during the pregnancy.

Holding

No, parents cannot recover damages for the costs of rearing and educating a healthy child born due to a failed sterilization. Recovery is limited to damages directly related to the medical procedure and pregnancy.

Reasoning

The court found that while the doctor was negligent and caused harm, allowing recovery for child-rearing expenses would treat the existence of the child as a net harm, which contradicts public policy. The court refused to label the life of a healthy child as a "wrong" or as a compensable loss. Instead, it allowed for recovery only for the medical costs, pain and suffering, and lost income directly tied to the failed procedure and pregnancy.

Application/Analysis

The court acknowledged the negligence but determined that, as a matter of public policy, the birth of a healthy child could not be considered an injury warranting compensation for child-rearing expenses. Therefore, the court limited the damages to those directly related to the failed sterilization procedure and the immediate consequences of the pregnancy.

Conclusion

The Maine Supreme Judicial Court affirmed the trial court's decision, modifying the scope of recoverable damages to exclude costs associated with raising the child. The court's ruling reflects a policy stance that, despite recognizing a cause of action for medical malpractice in this context, does not allow for compensation of child-rearing expenses resulting from the birth of a healthy child.

Commentary (Optional)

- Did Dr. Jones owe a duty of care to Ms. Smith? If yes, did Dr. Jones breach the duty of care?
- Did Ms. Smith experience an injury?
- Do we have cause-in-fact (but for Dr. Jones's action, harm would not have occurred)?
- Do we have proximate cause (harm was a reasonably foreseeable result of Dr. Jones's action)?
- If yes to these, Dr. Jones is liable UNLESS … did Ms. Smith contribute to her own injury?

April 2025

(NAI) James v. Fenske

Steve James v. Rodney Fenske

Civil Action No. 10-cv-02591-WJM-CBS

United States District Court, D. Colorado

September 12, 2012

Decision for James

Facts

Nine former and two current deputies of the Lake County Sheriff's Office alleged that they were not properly compensated for their work. Specifically, they claimed they were paid for only 80 hours per two-week pay period, despite regularly working 84 hours or more. They sought compensation for straight time worked between 81 and 86 hours, asserting violations of the Fair Labor Standards Act (FLSA) and the Fourteenth Amendment's Due Process Clause.

Procedural History

The plaintiffs filed their original complaint in October 2010 and an amended complaint in November 2010. The defendants moved for summary judgment on all claims. The court reviewed the motions alongside the factual background presented by both parties.

Issue

Whether the defendants violated the FLSA and the Fourteenth Amendment by failing to compensate the plaintiffs for all hours worked, and whether the plaintiffs were entitled to attorney fees and costs following their claims.

Rule(s)

- FLSA: Employers must compensate non-exempt employees for all hours worked, including straight time and overtime, as defined by the Act.
- Fourteenth Amendment: Employees have a protected property interest in wages earned, and deprivation of such wages without due process violates the Due Process Clause.
- Attorney Fees: Prevailing parties in FLSA and Section 1983 claims may be entitled to reasonable attorney fees.

Holding

The court granted in part and denied in part the defendants' motion for summary judgment. It allowed the plaintiffs' FLSA and Fourteenth Amendment claims to proceed against certain defendants in their official capacities but dismissed claims against individuals in their personal capacities. The court also awarded attorney fees to the plaintiffs but denied their request for costs without prejudice.

Reasoning
The court found genuine disputes of material fact regarding whether the plaintiffs were hourly or salaried employees and whether they were entitled to compensation for hours worked beyond 80 per pay period. It determined that certain defendants, in their official capacities, could be considered “employers” under the FLSA, making them potentially liable. Regarding attorney fees, the court applied the “lodestar method” and found the plaintiffs were prevailing parties, justifying the fee award.

Application/Analysis
The plaintiffs provided evidence suggesting they were hourly employees entitled to compensation for all hours worked, including those between 81 and 86 hours per pay period. The court noted that if the plaintiffs were indeed hourly employees, they had a protected property interest in those wages, supporting their due process claim. The court also recognized that while some defendants were not employers under the FLSA in their individual capacities, they could be held liable in their official capacities.

Conclusion
The court's decision allowed the plaintiffs' claims under the FLSA and the Fourteenth Amendment to proceed against certain defendants in their official capacities. It dismissed claims against individuals in their personal capacities and awarded attorney fees to the plaintiffs, reflecting the recognition of their rights under federal labor and constitutional law.

Commentary (Optional)
None

April 2025

Martin v. Glass

Robert L. Martin v. Angeline Caudell Glass

84 So. 3d 131

Court of Civil Appeals of Alabama

November 4, 2011

Decision for Glass

Facts

In September 2008, Angeline Caudell Glass discovered Robert L. Martin and his crew cutting trees on her property. She informed Martin that he was trespassing and instructed him to leave. Martin claimed he had permission from the adjacent landowner, Thompson, and believed he was on Thompson's land. Despite this, Martin returned the next day and continued cutting trees on Glass's property. Glass filed a lawsuit against Martin for trespass, seeking compensatory and punitive damages.

Procedural History

Glass filed a complaint in the Shelby Circuit Court alleging trespass and seeking damages. The case proceeded to a bench trial, where the court found in favor of Glass, awarding her nominal and punitive damages. Martin appealed the decision to the Alabama Court of Civil Appeals.

Issue

Whether the trial court erred in awarding punitive damages to Glass for Martin's trespass on her property.

Rule(s)

Under Alabama law, punitive damages may be awarded in a trespass action if the trespass is attended by rudeness, wantonness, recklessness, or an insulting manner, or is accompanied by circumstances of fraud, malice, oppression, aggravation, or gross negligence.

Holding

The Court of Civil Appeals of Alabama affirmed the trial court's judgment, holding that the award of punitive damages to Glass was appropriate given the circumstances of the trespass.

Reasoning

The appellate court found that Martin's actions demonstrated a wanton disregard for Glass's property rights. Despite being informed that he was trespassing, Martin returned the next day and continued cutting trees. This conduct supported the trial court's finding that Martin acted with the requisite culpability to justify punitive damages.

Application/Analysis
The appellate court found that Martin's actions demonstrated a wanton disregard for Glass's property rights. Despite being informed that he was trespassing, Martin returned the next day and continued cutting trees. This conduct supported the trial court's finding that Martin acted with the requisite culpability to justify punitive damages.

Conclusion
The appellate court affirmed the trial court's judgment in favor of Glass, including the award of punitive damages, concluding that Martin's conduct warranted such an award under Alabama law.

Commentary (Optional)
Glass originally sued Martin (so Glass v. Martin), but since Martin lost the case and appealed, the format is now Martin v. Glass.

April 2025

Kansas v. Ta

State of Kansas v. Dinh Loc Ta

No. 104241

Supreme Court of the State of Kansas

December 28, 2012

Decision for Ta

Facts

On July 19, 2009, Dinh Loc Ta approached two young girls, aged 2 and 3, who were playing outside a Wichita movie theater under the supervision of their mothers. Ta touched the girls on their faces, hair, arms, and legs. He told one of the girls she was “cute” and made similar comments. Upon arrest, Ta admitted to having urges to engage in sexual activity with children and acknowledged being a danger to them.

Procedural History

Ta was charged with two counts of aggravated indecent liberties with a child under K.S.A. 21-3504(a)(3)(A). The trial court denied his motion for judgment of acquittal, and a jury convicted him on both counts. Ta appealed, arguing that the evidence was insufficient to support the convictions.

Issue

Did the State present sufficient evidence to prove that Ta's actions constituted “lewd fondling or touching” under K.S.A. 21-3504(a)(3)(A)?

Rule(s)

Kansas Criminal Code - K.S.A. 21-3504(a)(3)(A): “Aggravated indecent liberties with a child is “engaging in any lewd fondling or touching of the person of either the child or the offender, done or submitted to with the intent to arouse or to satisfy the sexual desires of either the child or the offender or both.”

Holding

The Kansas Supreme Court reversed Ta's convictions, holding that the evidence was insufficient to establish that his actions constituted “lewd fondling or touching” as defined by the statute.

Reasoning

The court emphasized that for conduct to qualify as “lewd fondling or touching”, it must (1) tend to undermine the morals of the child, (2) be so clearly offensive as to outrage the moral senses of a reasonable person, and (3) be done with the specific intent to arouse or satisfy the sexual desires of either the child or the offender.

While Ta's statements indicated a disturbing mindset, the physical acts (touching the girls' faces, hair, arms, and legs) were not inherently lewd or offensive in nature. The court noted that these touches, in isolation, did not meet the statutory definition, especially absent evidence that the touches were done with the requisite specific intent.

Application/Analysis
Applying the statutory definition, the court found that the State failed to prove that Ta's conduct met all elements required for a conviction under K.S.A. 21-3504(a)(3)(A). The physical contact described was not inherently lewd, and there was insufficient evidence to demonstrate that the touches were performed with the specific intent to arouse or satisfy sexual desires. Therefore, the convictions could not stand.

Conclusion
The Kansas Supreme Court reversed Dinh Loc Ta's convictions for aggravated indecent liberties with a child, concluding that the evidence was insufficient to establish that his conduct constituted “lewd fondling or touching” under the statute.

Commentary (Optional)
The court incorporates “intent” into the definition of a criminal act. “[Lewd fondling or touching means] fondling or touching in a manner which tends to undermine the morals of the victim, which is so clearly offensive as to outrage the moral senses of a reasonable person, and which is done with specific intent to arouse or satisfy the sexual desires of either the victim or the offender or both.”
“Lewd touching is a touching that is “sexually unchaste or licentious; suggestive of or tending to moral looseness; inciting to sexual desire or imagination; indecent, obscene, or salacious...”
This case underscores the importance of meeting all statutory elements in criminal prosecutions. While Ta's admissions revealed a concerning mindset, the physical acts alone did not satisfy the legal definition of the charged offense. The decision highlights the necessity for prosecutors to present clear evidence of both the conduct and the specific intent required by the statute.

Notes:

- This was not pleasant to read. How can we better punish our predators?
- What evidence would the State need to provide to prove the act of “lewd fondling or touching”?
- Can “lewd” be defined without considering intent?

April 2025

State v. Gordon

State of Maine v. Richard John Gordon

321 A.2d 352

Supreme Judicial Court of Maine

June 17, 1974

Decision for Maine

Facts

Richard John Gordon was indicted on June 27, 1972, by a Cumberland County grand jury for armed robbery under 17 M.R.S.A. § 3401-A. The charge arose from an incident in which Gordon allegedly approached a man named John Prout, displayed a firearm, and demanded Prout's automobile. Prout complied, and Gordon drove off in the vehicle. Gordon was later apprehended and charged. At trial, Gordon claimed he only intended to borrow the vehicle to escape an emergency situation and lacked the intent to commit robbery.

Procedural History

The case was tried in the Superior Court of Cumberland County. Gordon moved for a directed verdict of acquittal, which the trial judge denied. He was convicted of armed robbery and appealed to the Maine Supreme Judicial Court, arguing that the evidence was insufficient to prove the specific criminal intent required for armed robbery.

Issue

Did the trial court err in denying the defendant's motion for a directed verdict of acquittal on the grounds that there was insufficient evidence to prove the specific intent required for the crime of armed robbery?

Rule(s)

Under 17 M.R.S.A. § 3401-A, armed robbery is defined as theft by force or fear while armed with a dangerous weapon. The prosecution must prove that:

The defendant was armed with a dangerous weapon; The taking was by force, violence, or fear; The taking was from the person or presence of another; The defendant had the intent to commit theft (to deprive the owner of their property, even temporarily, without consent).

Intent does not require a desire for permanent deprivation; temporary deprivation suffices if it is done unlawfully and by force.

Holding

The Court held that the evidence was sufficient for a jury to find the defendant guilty of armed robbery, even if the intent was only to temporarily deprive the owner of the vehicle.

Reasoning
The Court reasoned that robbery requires proof of unlawful taking by force or fear while armed, and that the intent to deprive (whether permanent or temporary) is enough. Because Gordon used a weapon to threaten the victim and took the vehicle without permission, the jury could reasonably infer criminal intent. The Court emphasized that it's not the defendant's stated intention that controls, but the objective nature of his actions.

Application/Analysis
Gordon argued he lacked intent to commit robbery since he planned to return the car. However, the evidence showed he used a gun to threaten the victim and took the car without consent. The Court held that temporary deprivation through force or fear is sufficient to prove the intent required for armed robbery.

Conclusion
The conviction was affirmed. The trial court properly denied Gordon's motion for a directed verdict.

Commentary (Optional)
None

April 2025

Commonwealth v. Berggren

Commonwealth v. Berggren

496 N.E.2d 660

Supreme Judicial Court of Massachusetts

August 26, 1986

Decision for Commonwealth

Facts

A motorcyclist (Berggren) sought to escape from a police car, driving over 100mph. The chasing policeman lost control of the vehicle, hit a tree, and died. The high speed chase is to be terminated by the officer's commanding officer. There was no such decision at time of the accident, and the defendant was accused of negligent vehicular homicide.

Procedural History

The trial court convicted Berggren of motor vehicle homicide. He appealed, arguing that the officer's death was not legally attributable to his conduct.

Issue

Can a fleeing motorist be held criminally liable for the death of a pursuing police officer caused by a crash during the pursuit?

Rule(s)

To establish criminal liability for negligent vehicular homicide, the prosecution must prove:

The defendant operated a vehicle negligently; The negligence caused the death; Causation includes both factual and legal (proximate) causation.

Legal causation exists if the death was a foreseeable result of the defendant's conduct and part of a natural and continuous sequence of events.

Holding

Yes. The Court held that the defendant's conduct was the proximate cause of the officer's death and upheld the conviction.

Reasoning

Ordinary tort standards of causation are sufficient to establish culpability:

- Proper standard is "proximate cause"
- The officer's pursuit was "foreseeable."
- "The likelihood of serious injury or death was also foreseeable."

- "The patrolman's death resulted from the 'natural and continuous sequence' of events caused by the defendant's actions…"

It found that it was foreseeable that fleeing at high speeds would prompt a pursuit and create a substantial risk of injury or death to pursuing officers. The officer's decision to continue the chase was not a superseding cause that broke the chain of causation. Rather, the fatal crash was a natural and foreseeable consequence of the defendant's decision to flee.

Application/Analysis
Berggren's decision to flee at extreme speeds created a foreseeable and dangerous situation. The officer's crash was not an extraordinary or intervening event but a predictable result of the chase. Even though the officer voluntarily chose to pursue, the law places responsibility on the person whose unlawful conduct initiated the chain of events. Berggren need not have intended harm; the focus is on the foreseeability and natural consequences of his negligent behavior.

Conclusion
The Supreme Judicial Court affirmed the conviction. Berggren's high-speed flight was the proximate cause of the officer's death, satisfying the legal standards for criminal negligence and vehicular homicide.

Commentary (Optional)
This was a case on Causation (context: negligent homicide).

Notes:
- What is the difference between factual and legal causation?
- What is the difference between legal and moral responsibility? Or is there one?
- Why was "serious injury or death" of the officer "foreseeable"?
- Does the jury (and should the defendant) need to know the number of officer deaths in high-speed chases?
- Does the defendant need to know police policy in order to "foresee" possible injury or death?
- Where is the intent in this case? Doesn't this case just criminalize a tort (or possible tort)?

April 2025

(NAI) Draper v. US

Draper v. United States

358 U.S. 307

Supreme Court of the United States

January 26, 1959

Decision for United States

Facts

James Alonzo Draper was arrested without a warrant by a federal narcotics agent in Denver, Colorado. The agent had received information from a reliable informant that Draper had gone to Chicago to obtain heroin and would return to Denver on a specific train. Upon Draper's arrival, the agent identified him based on the informant's description and arrested him, finding heroin and a hypodermic syringe in his possession.

Procedural History

Draper was convicted of violating federal narcotics laws. He moved to suppress the evidence obtained from the search, arguing that the arrest was unlawful. The District Court denied the motion, and the Court of Appeals affirmed the conviction.

Issue

Whether the arrest and subsequent search of Draper were lawful under the Fourth Amendment, given that the arrest was made without a warrant based on information from an informant.

Rule(s)

Under the Fourth Amendment, an arrest without a warrant is permissible if the arresting officer has probable cause to believe that the individual has committed or is committing a crime. Information from a reliable informant can contribute to establishing probable cause.

Holding

The Supreme Court held that the arrest and subsequent search were lawful.

Reasoning

The Court reasoned that the information provided by the informant was detailed and corroborated by the agent's observations. The agent had a reasonable belief that Draper was engaged in criminal activity, justifying the warrantless arrest and search.

Application/Analysis

The agent's prior experience and the reliability of the informant contributed to establishing probable cause. The agent's observations upon Draper's arrival in Denver confirmed the informant's details, leading to a lawful arrest and search.

Conclusion
The Supreme Court affirmed the conviction, ruling that the arrest and search were conducted in accordance with the Fourth Amendment.

Commentary (Optional)
None

April 2025

Vermont v. Tran

State of Vermont v. Hieu Tran

2012 VT 104

Supreme Court of Vermont

December 21, 2012

Decision for Tran

Facts

Hieu Tran was questioned by two detectives in a police cruiser for about one hour regarding an assault and attempted robbery. The detectives did not inform him that he was free to leave or that he was not under arrest. At the end of the interview, Tran was arrested. He made statements during the interview that were later used against him in court.

Procedural History

Tran filed a motion to suppress his statements, arguing that they were made during a custodial interrogation without the required Miranda warnings. The trial court granted the motion, and the State appealed.

Issue

Whether Tran was in custody during the police interview, thus requiring Miranda warnings, and whether his statements should be suppressed due to the lack of those warnings.

Rule(s)

Under Miranda v. Arizona, 384 U.S. 436 (1966), suspects must be informed of their rights before a custodial interrogation. A person is in custody if a reasonable person would not feel free to leave under the circumstances.

Holding

The Supreme Court of Vermont affirmed the trial court's decision, holding that Tran was in custody during the interview and entitled to Miranda warnings.

Reasoning

The Court found that the circumstances of the interview created a police-dominated atmosphere. Tran was directed into the police cruiser, was not informed that he was free to leave, and was questioned for an extended period. The detectives had probable cause to arrest him before the interview began. These factors led the Court to conclude that a reasonable person in Tran's position would not have felt free to leave, making the interrogation custodial.

Application/Analysis

The Court applied the totality of the circumstances test to determine that Tran was in custody. The lack of Miranda warnings during a custodial interrogation violated his constitutional rights, necessitating the suppression of his statements.

Conclusion
The Supreme Court of Vermont affirmed the trial court's decision to suppress Tran's statements made during the police interview, as they were obtained in violation of Miranda.

Commentary (Optional)
None

April 2025

(NAI) Missouri v. McNeely

Missouri v. Tyler G. McNeely

569 U.S. 141 (2013)

Supreme Court of the United States

April 17, 2013

Decision for McNeely

Facts

Tyler G. McNeely was stopped by a Missouri police officer for speeding and crossing the centerline. After showing signs of intoxication, McNeely was arrested. He refused to take a breath test, and without attempting to obtain a warrant, the officer directed a lab technician to draw his blood at a hospital. The blood test revealed a blood alcohol concentration well above the legal limit. McNeely moved to suppress the blood test results, arguing that the warrantless blood draw violated his Fourth Amendment rights.

Procedural History

The trial court suppressed the blood test results, concluding that the exigent circumstances exception to the warrant requirement did not apply. The Missouri Supreme Court affirmed the decision, and the case was appealed to the U.S. Supreme Court.

Issue

Whether the natural dissipation of alcohol in the bloodstream constitutes a per se exigency that justifies a warrantless blood draw in all drunk-driving cases.

Rule(s)

Under the Fourth Amendment, warrantless searches are per se unreasonable unless they fall within a recognized exception. The exigent circumstances exception allows for warrantless searches when law enforcement faces an emergency that justifies immediate action.

Holding

The Supreme Court held that the natural metabolization of alcohol in the bloodstream does not constitute a per se exigency justifying a warrantless blood draw in all drunk-driving cases.

Reasoning

The Court reasoned that while the dissipation of alcohol in the bloodstream is a factor to consider, it does not automatically create an exigency. Each case must be evaluated based on the totality of the circumstances to determine whether obtaining a warrant is practical. The Court emphasized that the Fourth Amendment requires a case-by-case assessment, rather than a blanket rule.

Application/Analysis
In McNeely's case, the officer did not attempt to obtain a warrant before directing the blood draw. Given that no additional exigent circumstances were present, the Court found that the warrantless blood draw violated McNeely's Fourth Amendment rights.

Conclusion
The Supreme Court affirmed the Missouri Supreme Court's decision, holding that the warrantless blood draw violated McNeely's Fourth Amendment rights.

Commentary (Optional)
None

May 2025

Marbury v. Madison

William Marbury v. James Madison

5 U.S. 137

Supreme Court of the United States

February 24, 1803

Decision for Madison

Facts

William Marbury was appointed as a justice of the peace by President John Adams. His commission was signed and sealed but not delivered before Jefferson took office. Thomas Jefferson ordered his Secretary of State, James Madison, not to deliver it. Marbury petitioned the Supreme Court for a writ of mandamus to compel delivery. He relied on Section 13 of the Judiciary Act of 1789 to support his request.

Procedural History

The case came directly to the U.S. Supreme Court under its original jurisdiction.

Issue

Does the Supreme Court have the constitutional authority to issue a writ of mandamus in this case?

Does Marbury Have a Right to a Commission? Does Marbury Have a Remedy? Is that remedy Mandamus?

Rule(s)

- The Constitution limits the Supreme Court's original jurisdiction; laws conflicting with the Constitution are void.
- Section 13 of the Judiciary Act of 1789: This law authorized the Supreme Court to issue writs of mandamus to persons holding office under the authority of the U.S.
- Constitutional conflict: Article III of the U.S. Constitution. It limits the Supreme Court's original jurisdiction, and does not include writs of mandamus as part of it.

Holding

No, the Court does not have the authority to issue the writ under Article III.

Reasoning

Section 13 of the Judiciary Act of 1789 unconstitutionally expanded the Court's original jurisdiction beyond what the Constitution permits.

Application/Analysis

Though Marbury had a right to the commission and a legal remedy, the Court could not constitutionally grant it.

Conclusion

The petition was denied, and the Court established the power of judicial review by declaring the statute unconstitutional. The Court ruled that Section 13 was unconstitutional because it expanded the Court's original jurisdiction beyond what Article III allows. Thus, the Court had no authority to issue the writ.

Commentary (Optional)

- This is a landmark case that gave the Supreme Court the power of judicial review, allowing it to invalidate laws that conflict with the Constitution (this is now a key feature in constitutional law).
- The SCOTUS was the first and only court to hear the case. In 1803, the federal court system was still new (established under the Judiciary Act of 1789). There were District Courts, Circuit Courts, and the Supreme Court, but no separate appellate courts like we have today (the U.S. Courts of Appeals weren't created until 1891).
- A writ of mandamus is a court order directing a government official to perform a legal duty they are obligated to do. In Marbury, the writ would have forced James Madison to deliver Marbury's commission as a justice of the peace.
- Prof: "They didn't actually care about the case – they wanted to set this precedent… The semicolon is not a comma or period. It's a very clever approach by the Federalists here"