

Law School Case Briefs

Bennett Westfall

Contents

Big Town Nursing Home, Inc v. Newman	3
Brown v. Kendall	4
Cohen v. Petty	5
Fisher v. Carrousel Moter Hotel, Inc	6
Garratt v. Dailey	8
Hawkins v. McGee	9
Kolodziej v. Mason	11
Lucy v. Zehmer	12
McGuire v. Almy	14
Meyer v. Uber Technologies, Inc	15
Parvi v. City of Kingston	17
Ranson v. Kitner	18
Spano v. Perini Corp	19
Stepp v. Freeman	20
Talmage v. Smith	22
Wagner v. State	23
Wallace v. Rosen	24
Western Union Telegraph Co. v. Hill	26
Index	27

Big Town Nursing Home, Inc v. Newman

461 S.W.2d 195 (1970)

Course

Torts

Keyword Subject

False Imprisonment

Facts

Plaintiff (Newman) was an elderly man who was consigned to defendant (Big Town Nursing Home). In the admission papers, the nursing home indicated that he would not be forced to stay there against his will. However, when plaintiff attempted to leave, he was forbidden from doing so. After several more attempts in which he was forcibly brought back, the defendant began strapping plaintiff into a chair, locking up his clothes, and did not provide him access to a doctor. After 51 days, plaintiff was able to escape and make it to Dallas. He had lost 30 lbs in the days in which he was retained

Procedural History

Trial Court: In favor of plaintiff

Appeal: In favor of plaintiff

Issue

Holding:

Principle

False imprisonment is the direct restraint of one person of the physical liberty of another without adequate legal justification

Reasoning

Defendant acted in the utter disregard of plaintiff's legal rights, knowing there was no court order for commitment, and that the admission agreement provided he was not to be kept against his will

Separate Opinions

Notes

Brown v. Kendall

60 Mass. (6 Cush.) 292 (1850)

Course

Torts

Keyword Subject

Negligence, Trespass (common law)

Facts

The plaintiff and defendant's dogs were fighting and, in order to break up the fight, the defendant picked up a stick to hit the dogs to separate them. While raising the stick, the defendant struck the plaintiff, who was standing behind him, in the eye.

The defendant was acting lawfully, and there was no indication of unlawful intent

Procedural History

Jury Trial: In favor of Plaintiff

Appeal: In favor of Defendant (New Trial Ordered)

Issue

Does the defendant hold the burden of proof when an unintended consequence results from a lawful act without unlawful intentions?

Holding: No; New Trial Ordered

Principle

The plaintiff holds the burden of proving that a defendant acted either unlawfully or carelessly

Reasoning

If an act is lawful and a purely accidental injury arises, the actor cannot be held liable

Separate Opinions

Notes

Cohen v. Petty

62 App.D.C. 187, 65 F.2d 820 (1933)

Course

Torts

Keyword Subject

Negligence, Car, Reasonable Care

Facts

The plaintiff was riding in a car driven by the defendant, when the defendant was suddenly stricken by an illness that resulted in them passing out behind the wheel.

The defendant testified that he knew himself to be in good help and had never fainted before.

The defendant wasn't driving recklessly and he did not feel ill until moments before he passed out.

Procedural History

Trial Court: In favor of Defendant

Appeal: In favor of Defendant

Issue

Can a defendant struck with a sudden and unexpected illness that results in damages to a plaintiff be held liable?

Holding: No; Previous Ruling Affirmed

Principle

Unexpected and accidental "acts of god" cannot be used to hold someone liable for negligence

Reasoning

There was no evidence presented that would indicate that any reasonable level of care could have prevented the events from happening, therefore it is unreasonable to hold the defendant liable for negligence

Separate Opinions

Notes

Fisher v. Carrousel Moter Hotel, Inc

424 S.W.2d 627 (1967)

Course

Torts

Keyword Subject

Battery, Race

Facts

The plaintiff (Fisher) was a NASA mathematician attending a professional conference at defendant's (Carrousel Moter Hotel, Inc) that included a buffet luncheon.

While waiting in line with a plate to get said food, an employee of the defendant approached the plaintiff and grabbed the plate from his hand saying that a "Negro could not be served in the club."

Though the plaintiff was not actually touched, and was in not afraid for his wellbeing, he was embarrassed and hurt by the conduct.

Procedural History

Trial Court (Jury): In favor of the plaintiff (\$400 in damages and \$500 in punitive damage)

Trial Court (Judge): Overruled in favor of the defendant

Appeal: Affirmed in favor of defendant

Supreme Court: In favor of plaintiff (Reversed; original \$900 rendered)

Issue

Does a battery necessarily require physical contact?

Holding: No; Reversed

Principle

To constitute an assault and battery, it is not necessary to touch the plaintiff's body or even his clothing; knocking or snatching anything from plaintiff's hand or touching anything connected with his person, when done in an offensive manner, is sufficient

Reasoning

"To constitute an assault and battery, it is not necessary to touch the plaintiff's body or even his clothing; knocking or snatching anything from plaintiff's hand or touching anything connected with his person, when done in an offensive manner, is sufficient."

Separate Opinions

Notes

Garratt v. Dailey

46 Wash.2d 197, 279 P.2d 1091 (1955)

Course

Torts

Keyword Subject

Battery, Minor, Intent

Facts

The defendant (a 5 year old named Brian Dailey) was visiting the plaintiff Naomi Garratt (an adult) and the plaintiff's sister (Ruth Garratt) in the back yard of the plaintiff's home.

The plaintiff contends that the defendant deliberately pulled a lawn chair out from under her when she went to sit down. However, the trial court accepted the defendant's explanation that he had pulled the chair for himself to sit in and then, once he realized that the plaintiff was about to sit where the chair used to be, tried to push the chair back under the plaintiff. Unfortunately, the chair was too unwieldy for the defendant to properly move so the plaintiff fell and broke her hip.

Procedural History

Trial Court: In favor of Plaintiff (Damages set at \$11,000)

Appeal: In favor of Defendant (Remanded for clarification)

Trial Court: In favor of Plaintiff (Damages reset at \$11,000)

Issue

Can a defendant be held liable for battery in the absence of intent if the defendant does not have the knowledge that their action could or would lead to the injury?

Holding: No; Remanded for clarification

Principle

A person cannot be held liable for a tort if they do not have the knowledge that their actions could or would lead to an injury.

Reasoning

Separate Opinions

Notes

When the Defendant moved the chair in question, he did not have any wilful or unlawful purpose in doing so and did not intend to injure the plaintiff

Hawkins v. McGee

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

Course

Contracts

Keyword Subject

Assumpsit, Negligence, Offer, Warranty

Facts

A young man suffered an electrical burn on his hand that left him with scar tissue on his hand. He is solicited by a doctor who offers to perform a skin graft from his chest to his hand. He claimed that the man would recover from the surgery in 3-4 days and would be left with a "perfect hand". The surgery was botched by the surgeon and resulted in an infection and hair grew from his hand. The man's usage of the hand was impacted and he sued for breach of contract.

Procedural History

Trial Court (Jury Verdict): In favor of the Plaintiff (\$3,000)

Trial Court (Directed Verdict): Remit the damages in excess of (\$500)

Appeal: In favor of the Plaintiff [New trial ordered]

Settlement: (\$1,300)

Issue

Does the defendant's promise to give the plaintiff a "perfect hand" constitute a warranty for the surgery?
Is this impacted by the fact the doctor solicited the patient for the surgery?

Holding: Yes; New trial ordered

Principle

The verbal warranty provided by the doctor entitled the patient to expectancy damages

Reasoning

The previous instructions provided to the jury failed in both its points: - The pain and suffering felt by the patient were irrelevant because they would have been experienced regardless of the results of the surgery - The warranty provided by the doctor entitles the patient to more than just restitution damages

Separate Opinions

Notes

The writ (the lawsuit) included a count of negligence, and assumpsit.

Negligence - Malpractice (struck because the surgery was known to be experimental)

Assumpsit -

Kolodziej v. Mason

774 F.3d 736 (2014)

Course

Contracts

Keyword Subject

Breach of Contract, Unilateral Contract

Facts

The defendant (James Mason) was a defense attorney defending a high-profile client accused of quadruple homicide. The case relied on the client having made it off of an airplane and arriving back at a specific hotel 28 minutes later. In expressing his incredulity at this possibility, the defendant said in an NBC interview that "if anyone could give him evidence that this was possible he would give them \$1,000,000". The plaintiff (Kolodziej), then a law student, saw this interview and decided to take it as a challenge. Based on the information he had about the case, he attempted the feat and then sent proof to defendant.

Procedural History

Trial Court: In favor of defendant

Appeal: In favor of defendant

Issue

Holding:

Principle

Spoken words, particularly when said hyperbolically or in such a way that a reasonable person would interpret them as such, cannot be enforced

Reasoning

Separate Opinions

Notes

Lucy v. Zehmer

196 Va. 493, 84 S.E.2d 516 (1954)

Course

Contracts

Keyword Subject

Mutual Assent

Facts

The plaintiffs W. O. Lucy and J. C. Lucy purchased a plot of land from defendants A. H. Zehmer and his wife in Dinwiddie county containing 471.6 acres of land for \$50,000.

The defendants drafted and signed the contract for the purchase stating "We hereby agree to sell to [plaintiff] the Ferguson Farm complete for \$50,000.00, title satisfactory to buyer."

The defendants claim that they thought the offer was made in jest and, having had a few drinks, composed and signed the contract. Further, they claim that the plaintiff was never delivered the contract and instead came by and picked it up and offered the defendant \$5 to bind the bargain. The defendant refused, at that point realizing for the first time that the offer was sincere. The plaintiff left the property insisting that the purchase had been completed.

Seven or eight years earlier, plaintiff had tried to purchase the farm from defendant for \$20,000 and defendant had verbally agreed, then backed out.

Procedural History

Trial Court: In favor of Defendant

Appeal: In favor of Plaintiff (Reversed and remanded)

Issue

Can a written and signed contract be voided based on an internal and not obviously evident intention not to agree to the terms by one of the parties?

Holding: No; Reversed and remanded

Principle

An agreement between two persons is exclusively judged from the expressions of their intentions which are communicated between them.

Reasoning

An agreement or mutual assent is essential to a valid contract but the law imputes to a person the intention corresponding to the reasonable meaning of his words and acts. If his words and acts, judged by a reasonable standard, manifest an intention to agree, it is immaterial what may be the real but unexpressed state of his mind.

Separate Opinions

Notes

McGuire v. Almy

297 Mass. 323, 8 N.E.2d 760. (1937)

Course

Torts

Keyword Subject

Battery, Intent

Facts

The plaintiff was employed to take care of the defendant as a registered nurse. The plaintiff was on "24 hour duty" watching the defendant. One day, the plaintiff heard commotion coming from the defendant's room and found that she had broken her furniture and was threatening anyone who would come into the room with the leg of a table. When the plaintiff entered the room to disarm the defendant and remove the debris, the defendant struck her in the head.

Procedural History

Issue

Can a person who is considered clinically insane be held liable for torts?

Holding: Yes; Judgement for the plaintiff

Principle

In so far as a particular intent would be liable to hold a normal person liable, an insane person, in order to be liable, must have been capable of entertaining the same intent as well as, in fact, entertaining it.

Reasoning

The intent of the defendant is crucial in determining liability of a tort, and therefore for a mentally ill defendant the question should be whether they have the capability to have intent as well as whether they actually have the intent.

Separate Opinions

Notes

At the time, it was a case without precedent as to whether a mentally ill person could be held liable for torts.

Meyer v. Uber Technologies, Inc

868 F.3d 66 (2017)

Course

Contracts

Keyword Subject

Browsewrap, Mutual Assent

Facts

The plaintiff (Meyer) signed up for and used the defendant's (Uber's) app to request 10 rides. Afterwards, Meyer accused Uber of engaging in price fixing and prepared to try to take Uber to trial over the charge. Uber requested a motion to compel arbitration per their terms of service agreement. Meyer objected to this on the grounds that the terms of service were not made obvious enough when he was registering for the app. The terms of service were situated as "browsewrap" terms meaning that a user was given the option to view the terms, but were not forced to, and would "sign" the contract based on clicking "Register". The district court sustained this objection and denied the motion to compel arbitration.

Procedural History

Pre-trial: Uber motion to compel arbitration -> District court denies

Appeal: Uber appeals this denial -> Denial overruled (Vacated and remanded)

Issue

Does a "browsewrap" terms of service agreement provide users enough opportunity to read and understand the contractual nature of using a website or app?

Holding: Yes; Vacated and remanded

Principle

A reasonable and competent user should be able to understand the contractual and transactional nature of using websites with a "browsewrap" terms of service

Reasoning

Inasmuch as consumers are regularly and frequently confronted with non-negotiable contract terms, particularly when entering into transactions using the internet, the presentation of these terms at a place and time that the consumer will associate the initial purchase or enrollment, or the use of, the goods or services from which the recipient benefits at least indicates to the consumer that he or she is taking such goods or employing such services subject to additional terms and conditions that may one day affect him or her

Separate Opinions

Notes

Parvi v. City of Kingston

41 N.Y.2d 553, 362 N.E.2d 960, 394 N.Y.S.2d 161 (1977)

Course

Torts

Keyword Subject

False Imprisonment

Facts

The defendant (The City of Kingston Police) responded to a complaint in which two brothers were fighting and plaintiff (Parvi) was trying to calm them down. According to the defendants, all three were showing "the effects of alcohol." When plaintiff told the police he didn't have anywhere to go, they took him outside the city limits and left him there to "dry out." Plaintiff then wandered into traffic and was hit by a car.

Procedural History

Issue

Holding:

Principle

there is no liability for intentionally confining another unless the person physically restrained knows of the confinement or is harmed by it

Reasoning

Separate Opinions

Notes

the plaintiff must show that:

- (1) the defendant intended to confine him,
- (2) the plaintiff was conscious of the confinement,
- (3) the plaintiff did not consent to the confinement and
- (4) the confinement was not otherwise privileged

Ranson v. Kitner

31 Ill.App. 241. (1889)

Course

Torts

Keyword Subject

Mistake

Facts

The defendant was hunting for wolves and saw plaintiff's dog. The dog resembled a wolf and the defendant killed it as such.

Procedural History

Trial Court: In favor of Plaintiff

Appeal: In favor of Plaintiff

Issue

Is the defendant liable for damages caused by a mistake that was made in good faith?

Holding: Yes; Judgment Affirmed

Principle

A defendant holds liability for damage that results from a mistake

Reasoning

The judge intentionally uses the term "mistake" to indicate that the damages, though made in good faith, were intentional and therefore there is liability

Separate Opinions

Notes

Spano v. Perini Corp

304 N.Y.S.2d 15 (1969)

Course

Torts

Keyword Subject

Negligence, Property Damage

Facts

The plaintiff Spano owned a garage in Brooklyn which was wrecked by a blast of dynamite set off by Perini Corp.

The blast (totaling 194 sticks of dynamite) was set off in a construction site 125 feet from the garage and though it did not result in debris that wrecked plaintiff's garage, the shockwave of the explosion did shake his garage to the ground.

Procedural History

Trial Court: In favor of Defendant

Appeals: In favor of Plaintiff

Issue

Can someone be held liable for damages caused by blasting that were not the direct result of "physical trespass" or negligence?

Holding: Yes; New Trial

Principle

A blaster holds strict liability for damages resulting from blasting, regardless of whether there was physical trespass or negligence

Reasoning

It's unreasonable to conclude that a company doing dynamite blasting is not liable for damages to adjoining properties unless there is visible, physical debris that entered the property. Such a rule is scientifically unmoored because a blast-wave from an explosion has just as much ability to cause injury. Further, proving negligence is unnecessary as if a shockwave from a construction yard explosion damages nearby property, the blasting was definitionally negligent.

Separate Opinions

Notes

Stepp v. Freeman

119 Ohio App. 3d 68, 694 N.E.2d 792 (1997)

Course

Contracts

Keyword Subject

Breach of Contract, Implied-in-fact

Facts

The defendant (Freeman) ran a lottery group that would, when the lottery reached over \$8 Million, purchase a total of 2 tickets each for its 20 members. The membership of this group was capped at 20 people, with a waiting list for when a member would leave the group. Leaving the group was also a semi-formalized process in which defendant would consult any member that hadn't paid in and was interested in leaving before they were removed from the pool.

The plaintiff (Stepp) was a longstanding member of this lottery pool. He also had a role in the group of collecting the tickets after they had been purchased and photocopying them to distribute to each of the group's members.

On Wednesday, March 3, 1993, the group won a \$8 Million jackpot. Prior, defendant and plaintiff got into a work-related dispute that led defendant to abstain from telling plaintiff that the pool was purchasing tickets or collect money from him; telling another member "Stepp hasn't come around". When the group won, they split the money 19 ways and plaintiff sued for breach of contract.

Procedural History

Trial Court: In favor of plaintiff (Objections raised by defendant and overruled)

Appeal: In favor of plaintiff

Issue

Can an unstated, implied understanding between parties constitute an implied-by-facts contract and does that entitle a party to damages on breach?

Holding: Yes; Judgement Affirmed

Principle

The surrounding context around an implied and unstated agreement can give it the weight of a legally binding contract

Reasoning

Separate Opinions

Notes

Talmage v. Smith

101 Mich. 370, 59 N.W. 656. (1894)

Course

Torts

Keyword Subject

Trespass (common law), Intent

Facts

The defendant (Charles Smith) had on his property multiple sheds. One day he came out and saw a number of boys on top of his sheds and ordered them to get down. After they had, he discovered two more boys on the roof of another one of his sheds, though he claims he only saw one of them.

The defendant picked up a stick and threw it at one of the boys. The stick missed and hit the plaintiff in the eye, resulting in the plaintiff being blinded.

Procedural History

Trial Court: In favor of plaintiff

Appeal: In favor of plaintiff

Issue

Was the intent of the defendant to hit somebody with the stick, and was that excessive force given the facts?

Holding: Yes; Judgment Affirmed

Principle

The fact that an injury from a tort resulted to someone other than the intended target does not relieve the defendant of liability

Reasoning

Separate Opinions

Notes

Wagner v. State

2005 UT 54, 122 P.3d 599 (2005)

Course

Torts

Keyword Subject

Negligence, Battery

Facts

The plaintiff (Mrs. Wagner) was standing in line at K-Mart when Mr. Giese, a mentally disabled man who was on a supervised visit to the store as part of his treatment, grabbed her by the head and threw her to the ground.

Procedural History

Trial Court: In favor of Defendant

Appeals: In favor of Defendant

Issue

Does battery require that the defendant intended to harm or offensively contact (dual intent) beyond simply intent to make contact (single intent)?

Holding: No; Previous Ruling Affirmed

Principle

A defendant does not need to intend an action to be harmful in order to be found liable for battery; instead simply requiring an intent to touch the plaintiff

Reasoning

The defendant would not be capable of having an intention of harming the plaintiff, yet the simple act of intending to come into contact with the defendant results in liability

Separate Opinions

Notes

Wallace v. Rosen

765 N.E.2d 192 (2002)

Course

Torts

Keyword Subject

Battery, Negligence

Facts

The defendant (Rosen), a teacher at Northwest High School in Indianapolis, was responding to a fire drill that was happening when classes were in session. While escorting students out of the building in accordance with the fire drill procedure, defendant noticed several people at the top of a flight of stairs talking with one another. He walked up to them and called on them to "move it" and, when they did not hear him, touched plaintiff on the back to get their attention. At this point, plaintiff slipped and fell down the stairs and accused defendant of battery for "pushing" her.

Procedural History

Trial Court: In favor of defendant

Appeal: In favor of defendant (Affirmed)

Issue

Did the trial judge err in instructing the jury that "battery is the knowing or intentional touching of one person by another in a rude, insolent, or angry manner" and that "a battery may be recklessly committed where one acts in reckless disregard of consequences?"

Holding: No; Judgement affirmed

Principle

Absent expression to the contrary, consent is assumed to all those ordinary contacts which are customary and reasonably necessary to the common intercourse of life

Reasoning

The "mere knowledge and appreciation of a risk—something short of substantial certainty—is not intent. The defendant who acts in the belief or consciousness that the act is causing an appreciable risk of harm to another may be negligent, and if the risk is great the conduct may be characterized as reckless or wanton, but it is not an intentional wrong."

Separate Opinions

Notes

Western Union Telegraph Co. v. Hill

2005 UT 54, 122 P.3d 599 (2005)

Course

Torts

Keyword Subject

Negligence, Battery

Facts

The plaintiff (Mrs. Wagner) was standing in line at K-Mart when Mr. Giese, a mentally disabled man who was on a supervised visit to the store as part of his treatment, grabbed her by the head and threw her to the ground.

Procedural History

Trial Court: In favor of Defendant

Appeals: In favor of Defendant

Issue

Does battery require that the defendant intended to harm or offensively contact (dual intent) beyond simply intent to make contact (single intent)?

Holding: No; Previous Ruling Affirmed

Principle

A defendant does not need to intend an action to be harmful in order to be found liable for battery; instead simply requiring an intent to touch the plaintiff

Reasoning

The defendant would not be capable of having an intention of harming the plaintiff, yet the simple act of intending to come into contact with the plaintiff results in liability

Separate Opinions

Notes

Index

Assumpsit, 9

Battery, 6, 8, 14, 23, 24, 26

Breach of Contract, 11, 20

Browsewrap, 15

Car, 5

Contracts, 9, 11, 12, 15, 20

False Imprisonment, 3, 17

Implied-in-fact, 20

Intent, 8, 14, 22

Minor, 8

Mistake, 18

Mutual Assent, 12, 15

Negligence, 4, 5, 9, 19, 23, 24, 26

Offer, 9

Property Damage, 19

Race, 6

Reasonable Care, 5

Torts, 3–6, 8, 14, 17–19, 22–24, 26

Trespass (common law), 4, 22

Unilateral Contract, 11

Warranty, 9