Case briefs

Business

Case1 Plaintiff(14) VS Defendant(11) February 20th 1889 Fact: Two boys were in a same high school of the village of Waukesha. 11 years old boy kicked another 14 years old boy which caused the boy never recovered the use of his limb. The former was sued by the latter for $2800. Issue: whether a person who unintentionally hurt another person is liable for the harm through intentional harm. Holdings: the jury rendered a verdict for the plaintiff of $2800. Rationale: the touch was the exciting or remote cause of the destruction of the bone.

The case was a case of torts and it related to the assult and battery which the defendant should paymoneyfor the plaintiff. The defendant has no proof of any other hurt, and the medical testimony seems to have been agreed that this touch or kick was the exciting cause of the injury to the plaintiff. Case2 Plaintiff Ralph Edward DAVIS VS Defendant Walter Calvin WHITE , Jr. September 10, 1977 Facts : White had obtained a gun in anticipation of shooting Tipton in an argument , but missed and shot Davis in the stomach who was washing cars in front of his mother’s house on Fairmont Avenue in Richmond , Virginia.

Issue: whether an action based upon a willful and malicious injury by the debtor to another person is nondischargeable in bankruptcy. Holdings: the debt resulting from that act is nondischargeable in bankruptcy. Rationale: Every person is liable for the direct , natural and probable consequence of his acts, and that every one doing an unlawful act is responsible for all of the consequential results of that act. The evidence here clearly show that the shooting was a wrongful act intentionally done and Davis’s injuries resulted from that act.

And the debts results from that act. If one intentionally commits an assault or battery at another and by mistake strikes a third person, he is guilty of an assault and battery of the third person. Case3 Plaintiff Dan R. CULLISON vs Defendant Ernest MEDLEY February 2, 1986 Fact: Cullison encountered 16-year-old Sandy in a Linton, Indiana, grocery store parking lot and invited her to his home. Sandy didn't come alone , instead father Ernest and otherfamilymembers accompanied her. He was berated and felt threatened since then.

Increase fear from that incident lead him to serious psychological problems and affect his normal life. Issue: were the actions of threatening sufficient for reasonable people to apply battery. Holdings: It is error for the trial court to enter summary judgment , which means that the appellant will get another trial. Rationale: Ernest kept grabbing at the pistol as if he were going to take it out, which gives Cullison's the apprehension of being shot or injured an assault constitutes a touching of the mind, if not of the body. The tort invades the plaintiff's mental peace.

Case4 Plaintiff John Robert DICKENS (31) vs Defendant Earl V. PURYEAR and Ann Brewer Puryear (18) April 2ed 1975 Fact: Dickens was beat into semi-consciousness and threatened to leave the state of North Carolina after lured into rural Johnston county by defendants, husband and wife . Ann Puryear and Earl Puryear appoint four men to inflict assault on him. Dickens then filed his complaint on 31 March 1978 for his physical injury and emotional distress. Issue: whether a threat or attempt to showviolenceconstitutes assault.

Holdings: plaintiff’s recovery for injuries , mental or physical, caused by these actions would be barred by the one-year statute of limitations. Rationale: ordinarily mere words, unaccompanied by some act apparently intended to carry the threat into execution, do not put the other in apprehension of an imminent bodily contact , and so cannot make the actor liable for an assault. Case 5 Plaintiff Eckert vs Long Island R. Co. November 26 1867 Fact: The deceased , Henry Eckert, successfully saved a child near the main track but was stuck by the locomotive and received such injuries as to kill himself.

Eckert , the wife , acted as administratrix sued the Long Island R. Co. , tending to prove that the cars were running improperly. Issue: whether a person who voluntarily place himself in danger to save a child is liable for negligence Holding: principles of law cannot yield to particular case, which means the intestate is liable for negligence. Rationale; as a reasonable prudent person who has the full knowledge and apprehension of the risk incurred , the act of saving others , which is not a duty imposed by law , cannot relive him from negligence.

The cars were being run at a very moderate speed, not over seven or eight miles per hour, that the signals required by law were given and that the child was not on the track over which the cars were passing, but on a side track near the main track. The company is not the insurer of , or liable to those who , of their own choice and with full notice, place themselves in the path of the train and are injured. Case 6 Plaintiff Cooley vs public Service Co. November 29. 1935

Fact: During a heavy storm, several of the Public Service wires broke and fell to the ground and one of it which carried a voltage of about 1300 came into contact with the telephone messenger , Cooley. The contact created violent agitation in the diaphragm of the receiver and a loud explosive noise. Cooley suffered from traumatic neurosis and loss of sensation on the left side. She claimed that it the defendant’s consequent duty to maintain such devices at cross-overs as would prevent falling wires from coming into contact with a telephone wire.

Issue: whether the harm caused indirectly of the company is responsible for the negligence . Holding: a verdict should have been directed for the defendant. Judgment for the defendant. Rationale: To the extent that the duty to use care depends upon relationship the defendant'sduty of caretowards the plaintiff is obviously weaker than that towards the man in the street. The defendant's duty cannot, in the circumstances, be to both. If that were so, performance of one duty would mean nonperformance of the other There was no least evidence to show the plaintiff suffered an electric shock.

There was evidence that baskets and similar devices were used by the Telephone Company, some years ago, for the protection of their wires at cross-overs. Case7 Plaintiff Andrews vs Defendant United Airlines. Inc. Fact: A briefcase fell from an airplane’s compartment injured Billie Jean Andrews seriously. No one knows what caused the briefcase to fall. She claimed that the airline didn’t prevent the foreseeable injury. Issue: whether safety measure is enough and the airline is responsible for the injury.

Holding: summary judgment was reversed , which means a new trial. Rationale: the United has failed to do all that human care , vigilance, and foresight reasonablely can do under all the circumstances. Case8 Roberts v. Ring Facts: Ring was a 77 years old man driving south on a much traveled street in Owatonna , and he passed clear over a boy who ran into his way , crossing the street to the west . Issue: An old man was not alert enough and failed to stop his car while he saw the boy, is that enough to raise an issue of his negligence.

Whether a boy’s age should be taken into consideration when it comes to contributory negligence. Holdings: The old man is responsible for negligence. Rationale: the boys age should be taken into consideration . D failed to stop his car, the infirmities weighed against him. Care was required to avoid injuring other travelers. Case9 Daniels v. Evans Facts: 19 years old Daniel was died in a collision of his motorcycle and Evans’ automobile at Lebanon on August 4. 1962. Issue: minor engaged in activities undertaken by adults, whether the standard of care to minors still prevails.

Holdings: a minor operating a motor vehicle, whether an automobile or a motorcycle, must be judged by the same standard of care as an adult and the defendant’s objection to the Trial Court’s charge applying a different standard to the conduct of the plaintiff’s intestate was valid. Rationale: when a minor engages in such activities a s the operation of an automobile or similar power in driven device, he forfeits his rights to have the reasonableness of his conduct measured by a standard commensurate with his age and I thenceforth held to the standard as all other persons.

All drivers must, and have the right to expect that others using the highways , regardless of their age and experience, will, obey the traffic laws and thus exercise the adult standard of ordinary care. One cannot know whether the operator of an approaching automobile is a minor or an adult , and usually cannot protect himself against youthful imprudence even if warned. Case10 Wood v. Boynton and another. Facts: the plaintiff was the owner of a small stone , which turn out to be a rough diamond and worth more than $700 , but she tendered it to the defendants , who are partners in the jewelry business in December, 1883 ignorantly for $1. 0. she asks to recover the possession of that uncut diamond of the alleged value of $1000. Issue: whether inadequacy of price by the mistake of the vendor can still entitle her to rescind the sale and so revest the title in her. Holdings: There is no ground for a rescission of a sale and the circuit court affirmed the judgment. Rationale: There is no evidence of fraud or warranty in that sale. It is her own mistake for selling it without further investigation about the intrinsic value. The facts known to both parties is on equal basis, and the buyer didn’t exert influence on her sale.

Case11 Anderson v. Backlund Facts : in the written lease, a written lease defined the tenancy of the Defendant, who was a tenant on a 640-acre farm owned by the plaintiff. In an oral agreement, the defendant agreed to buy 100 head of cattle and bring upon the farm and consume good pasture thereon , while he purchased 7 more , and the defendant’s promise on his side failed accordingly. The plaintiff want to recover the promissory note. Issue: whether the oral advice can constitute a contract. Holdings: The learned trial court right directing a verdict.

The plaintiff’s counterclaim falls. Rationale: There is lack of mutual assent to the same proposition and the language is too indefinite and general as to the usual elements of a contract. The minds of the parties never net upon the essential terms. Case12 The superintendent and the trustees of public schools of the city of Trenton v. IRA Bennett and Aaron Carlisle Issue: The house falls down before its completion , solely by reason of a latent defect in the soil, and not on account of faulty construction, whether the loss falls upon the builder or the owner of the land.

Facts: The covenant of Everham and Hill was to build , erect, and complete the school-house upon the lot in question for the sum of $2610, the whole price was to be paid for the whole building and the division was into installments to aid the completion of the work. But the house falls down before completion as a result of a latent defect in the soil. Holdings: it was overruled by the court, which means it is the defendants who need to shoulder theresponsibility.

Rationale: if a party enter into an absolute contract, without any qualification or exception, and receives from the party with whom he contracts the consideration of such engagement , he must abide by the contract, and either do the act or pay the damages. He that agrees to do an act should do it, unless absolutely impossible. He must overcome all the difficulties and do everything necessary to erect and complete the building. The destruction of the incomplete building was neither caused by a sudden tornado nor a latent softness of the soil. It can be done.

The defendants doesn’t do enough. ?&! , : What if the land belong to the government and both side are contractors? Can the contractor get the total

sum of money? They cannot , because they do not actually finish it . if so , it is not equal, the defendant didn’t get all the consideration instead they should pay for the loss caused by nature. Isn’t it common sense to do some investigation on the soil before building? Case13 Vickery v, Ritchie Facts: Two parties acted honestly and in good faith of their contract to complete a building on a lot.

However the discrepancy between two writings, $33721 on the plaintiff’s side and $23200 on the defendant’s side, invalidate their express contract. The plaintiff asked to recover a balance of $10467. 16. Issue: The architect make the fraud and lead to a mutual mistake on both sides and thefailureof the contract, whether implied contract or compensation is liable when the supposed one failed Holding: the plaintiff is entitled to recover the fair value of his labor and materials. Rationale: The mutual mistake in this particular left them with no express contract by which their rights and liabilities could be determined.

The law implies an obligation to pay for what has been done and furnished under such circumstances. When the whole contract will fail . the parties may have reasonable compensation for what they have done in reliance upon it ? &! they should cry on each others’ shoulder as they are both victims. I am satisfied with what the judge has done. But the architect shouldn’t escape. Case14 Hertzog V. Hertzog Facts: the son asserted that he remained in the employment of his father until he was about forty years old and they lived together the most of the time even after the son got married.

The son also claims that he lent$500 of his wife’s money to his father. The son asked his father to pay. Issue: family association involved , whether a

contract of hiring applicable when it is evident but no evidence to define the work between father and son. Holdings: Judgment reversed and a new trial awarded. The plaintiff is not winning yet. Rationale: There was no express contract or sufficient proof to define hiring. ?&! : They should consider the situation. What if the son lives like parasites and annoys the parents a lot? What if the father is cruel and treated family members as slaves?

Surely such kind of evidence could be found. When the father dies , where is his heritage ? and if the son will hesitates that, why shall he complain? Case15 Cropsey v. Sweeney Facts: the plaintiff , Eliza Ann Cropsey married James Ridgeway on the 25th of august, 1821, remarried him in the year of 1825 after James got adivorcewith his ex-wife whom he separated since 1815 and lived with him till 1847 when he passed away. At the first marriage, James was a carpenter and builder and worth about $1000. while , at the time of his death , it is more than$150000.

Both of James descendants claimed the whole of his estate. Later, the plaintiff demanded judgment for $40000. However the defendant demurred that the complaint does not constitute any cause of action. The defendant appealed to the general term. Issue: whether she should be paid for the work she did if she is not a legal wife. Holdings: the order of the special term overruling the demurrer must be reversed and the plaintiff losses. Rationale: there is no express promise pretended in the complaint. The plaintiff was standing in the suppose relation of wife and the her marriage is not valid.

Her own story of devoted faithful love and services as a wife and mother cannot permit us to say that she is legally entitled to receive pay for those services as a servant. Q&! stupid law.!!!! !!! How could they make such

things happen and happen again? Isn’t there a policy to permit or prevent illegal marriage or make it legal ? The so called law cannot give her justice because it cannot get out of this dilemma—she is a wife, yes, but it is not legal, so she failed. She is servant , no , because she is a supposed wife, she failed the complaint again. The first marriage is done , why she is still not an lawful wife?

Rings, children , can’t they served as evidence to constitute implied contract or something? Case16 Shaw v. Shaw and another. Facts: The plaintiff , then Mrs, Moseley , accepted Percy John Shaw ‘ s proposal and married him on December 10 , 1938. For 14 years they lived as husband and wife at Cannock, during which time the plaintiff advanced to Shaw in varying sums about 250pounds to buy stock, to assist him in acquiring land , and to pay for agricultural machinery. When Percy died intestate , her distribution of assets was delayed because Percy ‘ s lawful wife was still alive.

In 1939 the plaintiff by her reply alleged fraud. Since the alleged promise was unenforceable , she appealed. Issue: The promisor is not able to go through a lawful marriage and only he knows the fact, whether a breach of promise can apply. Holdings: she is entitled to get a fair sum of 1000pounds as damages. Rationale: The plaintiff did not know that the defendant was married , and did not know that his promise might be contrary to public policy. The promisor knew the facts but promised that he is a widower. In that marriage, the plaintiff used her savings for his affairs and served as a wife for 14 years.

Q&! : How much would he pay a call girl for one night? How could a wife’s damages be valued? What is immoral or unlawful? Case17 Noble et al . v.

Williams et al. Facts: the plaintiffs were hired to teach the public school in Jackson, ky , for the fall term of 1908. The school failed to pay the rent and buy supplies. In order to conduct the teaching , the teachers paid. They want to recover the rent. Issue: whether they voluntarily paid the rent which is not included in the teaching contract could still recover that money? Holdings: judgment affirmed , the plaintiffs fail

Rationale: the school abide by the teaching contract . The teachers voluntarily paid an obligationn which was not theirs . ?&! maybe the Judgment is right. But it encourages people to mind their own businesses in the future. Case18 Sommers v. Putnam county board ofeducationet al. Facts: Plaintiff , father of 4 minor children of compulsory school age and taxpayer of Riley township , Putnam county, Ohio filed a petition in the court of common pleas of Putnam county, praying for a money($397)judgment against the Putnam county board of education and the township board of education . he petition avers that , by reason of the failure , neglect, and refusal of said defendants in error, and each of them, to provide high school work within 4 miles of his residence, or to transport his 4 children to high school, or to provide and furnish board and lodging for his children , the plaintiff was compelled to and did transport his 4 children to and from his residence to said high school for some days.

Issue: whether the quasi contract apply and therefore is entitled to compensation when the parent perform an act of beneficial intervention in the discharge of the school boards legal obligation to provide transportation or access for children to high school ? Holding: the demurrer will be overruled and plaintiff is entitled to receive a money reimbursement.

Rationale: in the syllabus,” if a board of education in a district fails to provide sufficient school privileges for all the youth of school age in the district , a mandatory duty rests upon the county board of education to provide same access to children . As the performance of that duty by parent is beneficial to school boards who failed to do that , the parent is entitled to compensation. The fact that , at a little different stage in proceedings, mandamus would lie is no answer to the argument of the plaintiff here that, when he has expended money, time, and effort in performing a duty enjoined by statute upon the boards , he can receive a money reimbursement.