

APPENDIX



SUMMARY  
ONE ON ONE CIVIL LAW MOOT COURT CONTEST  
RULES AND REGULATIONS

---

1. Encourage every student to take part.\*
  2. Discuss activity directions.
  3. Pull cases fairly and start cases on time.
  4. Use the students in the class as your witness pool.
  5. Use witness only once. Use case only once.
  6. Student attorneys should be encouraged to use notes, text, and their witness's knowledge in preparation for a case.
  7. Give student attorneys approximately ten (10) minutes to prepare for their case.
  8. Every trial has an opening statement, direct examination of plaintiff and defense witnesses, cross-examination of plaintiff and defense witnesses, and closing statements.
  9. Do not allow re-direct or re-cross examinations.
  10. No physical evidence should be used in the case presentation.
  11. Witness should not be allowed to use notes on the witness stand.
  12. Attorneys should use notes, when needed, sparingly during the trial.
  13. Stick to the facts and legal issue in the case.
  14. Formally state all proper objections.
  15. Judges are the final arbitrators of facts, law, motions, and all objections.
  16. Judges award the case based on a holistic rating of a student's knowledge of the law and his/her presentation skills.
  17. Debrief all cases with students. (Individualize your instructions.)
  18. Defuse winning and have fun learning with these live civil law case studies.
- To improve student involvement in the ONE ON ONES, you may wish to have:
1. Students in the audience rate each case or keep a case study log.
  2. Students establish a dress code for court appearances.
  3. Awards.
  4. One student in charge of keeping records.
  5. Inter-class competition.
  6. Students taking turns as bailiff.
  7. Students in charge of pulling cases and timing the preparation and presentations.

\* Student ownership, management, and administration of the ONE ON ONES is important as it helps institutionalize the process and offers real opportunities for students' development of responsibility.

RATING SHEET

THE RATING SHEET IS AT BEST ONLY A GUIDELINE USED TO EVALUATE THE STUDENT'S KNOWLEDGE OF THE LAW AND HIS/HER PRESENTATION SKILLS. HOLISTICALLY, THE ONE ON ONES MEASURE SEVERAL SKILLS: ORAL, RESEARCH, WORKING TOGETHER, LANGUAGE, AND VOCABULARY, LEGAL KNOWLEDGE, CREATIVITY, REASONING, CRITICAL THINKING, PROCEDURES, TIME MANAGMENT, QUICK RECALL, ETC.

JUDGES SHOULD USE THIS RATING SHEET OR A RATING SHEET YOU DESIGNED THAT EVALUATES THE WHOLE LEARNING EXPERIENCE.

TEACHERS MAY WISH TO USE THE RATING SHEET TO AID WITH THE DEBRIEFING THAT SHOULD FOLLOW EACH CASE.

STUDENTS WHO WATCH THE CASE SHOULD ALSO RATE OR KEEP A CASE STUDY LOG. THESE LIVE CASE STUDIES WILL REINFORCE THEIR KNOWLEDGE OF CIVIL LAW.

YOU MAY WISH TO DESIGN YOUR OWN RATING SHEET. GET YOUR STUDENTS INVOLVED IN THAT DESIGN. WHATEVER RATING SHEET YOU USE, MAKE SURE ALL YOUR STUDENTS UNDERSTAND HOW THEY WILL BE RATED AND THE SUBJECTIVE NATURE OF ANY RATING SYSTEM.

ONE ON ONE  
CIVIL LAW MOOT COURT CONTEST

RATING SHEET

1 POINT	2 POINTS	3 POINTS	4 POINTS
<u>GOOD</u>	<u>VERY GOOD</u>	<u>EXCELLENT</u>	<u>SUPERIOR</u>

FEEL FREE TO CHANGE THE POINT VALUE FOR EACH OF THE FOUR RATINGS. YOU MAY ALSO WISH TO USE A 10-POINT MUST SYSTEM FOR THE WINNER OF EACH CATEGORY. AT BEST, THIS IS A GUIDELINE FOR YOUR RATING THIS CONTEST.

CASE # \_\_\_\_\_ PLAINTIFF'S NAME \_\_\_\_\_

DEFENDANT'S NAME \_\_\_\_\_

PLAINTIFF'S ATTORNEY \_\_\_\_\_

DEFENDANT'S ATTORNEY \_\_\_\_\_

CATEGORY:

OPENING STATEMENT	PLAINTIFF _____	DEFENDANT _____
DIRECT EXAMINATION	PLAINTIFF _____	DEFENDANT _____
CROSS-EXAMINATION	PLAINTIFF _____	DEFENDANT _____
OBJECTIONS	PLAINTIFF _____	DEFENDANT _____
CLOSING STATEMENT	PLAINTIFF _____	DEFENDANT _____
LOGICAL OR CREATIVE REASONING	PLAINTIFF _____	DEFENDANT _____
USE OF LEGAL LANGUAGE	PLAINTIFF _____	DEFENDANT _____
USE OF WITNESS	PLAINTIFF _____	DEFENDANT _____
DIFFICULTY OF CASE	PLAINTIFF _____	DEFENDANT _____
PRESENTATION OF THE LAW AND ESSENTIAL FACTS / CLARITY	PLAINTIFF _____	DEFENDANT _____
TOTAL	PLAINTIFF _____	DEFENDANT _____

COMMENTS:

\_\_\_\_\_  
JUDGE

OBJECTIONS

1. FORM OF THE QUESTION . Manner in which the question is asked. Statements or comments may not be made, but must be in the form of questions.
2. LEADING QUESTION Not allowed in direct examination. This is when the lawyer tells the story and gets a *yes* or *no* from the witness.
3. ARGUMENTATIVE When the attorney is having open arguments with the witness.
4. BADGERING A relentless effort to break down the witness.
5. CONFUSING THE WITNESS When the lawyer asks difficult or baffling questions that the witness does not understand.
6. UNINTELLIGIBLE QUESTION Not related to the facts in issue.
7. BEYOND THE SCOPE OF THE WITNESS Outside of the knowledge of the witness and what he/she is expected to know.
8. HEARSAY When the witness testifies to something that he/she did not see, hear, or do himself/herself.
9. IRRELEVANT Does not relate to the issues of the case.
10. DRAWING A CONCLUSION When the witness draws a conclusion from what the lawyer is asking and the witness is not an expert in the field; or when the lawyer is drawing one and then makes a statement from what the witness has testified.
11. THE DOCUMENT SPEAKS FOR ITSELF When the lawyer wastes time explaining obvious material evidence (example: birth certificate).
12. IMPROPER CONDUCT The judge and attorneys go outside the scope of proper decorum.
13. ASKED AND ANSWERED When a question has already been asked and answered, and there is no need for further clarification.
14. OPINION Only an expert in a certain field may offer opinions.

STUDENT CIVIL LAW ONE ON ONE DEBRIEFING EVALUATION

---

ANSWER ALL OF THE FOLLOWING QUESTIONS:

1. Rate your participation in the contest using a scale of 1-5.  
Give reason for your rating.
2. List all of the positive aspects of the contest.
3. List the negatives of the contest.
4. If you were going to run the contest next year, what rules, if any, would you change?
5. Who did you think was the best witness?
6. Who was the best attorney?
7. Did the contest reinforce your knowledge of tort law?
8. Do you think using students as judges is beneficial?

STUDENT EVALUATION OF ONE ON ONES

DID YOU ENJOY YOUR INVOLVEMENT IN THE ONE ON ONES? PLEASE COMMENT.

\_\_\_\_\_  
\_\_\_\_\_

DID THE CIVIL LAW UNIT (OUTLINE, READING, LECTURES, PRACTICE CASES) PREPARE YOU FOR THE ONE ON ONES? PLEASE COMMENT.

\_\_\_\_\_  
\_\_\_\_\_

HAS YOUR UNDERSTANDING OF BASIC CIVIL LAW CONCEPTS IMPROVED BECAUSE OF YOUR CIVIL LAW LEARNING EXPERIENCE? YES NO . DID YOU GAIN A BASIC UNDERSTANDING OF WHAT A CONTRACT INVOLVES? YES NO . DO YOU HAVE A BETTER UNDERSTANDING OF NEGLIGENCE? YES NO . DID YOUR AWARENESS OF FAMILY LAW IMPROVE? YES NO . DO YOU KNOW WHAT TORT LAW IS? YES NO . DO YOU HAVE A BASIC UNDERSTANDING OF DEFENSES PEOPLE CAN USE IN CIVIL LAW SUITS? YES NO ARE WILLS IMPORTANT LEGAL DOCUMENTS? YES NO . SHOULD WE DO MORE ONE ON ONE CASES? YES NO EXPLAIN.

\_\_\_\_\_  
\_\_\_\_\_

RATE YOURSELF AS AN ATTORNEY

WHAT SKILLS DO ATTORNEYS NEED TO PARTICIPATE IN THE ONE ON ONES?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RATE YOURSELF AS A WITNESS

WHAT SKILLS DO WITNESSES NEED TO PARTICIPATE IN THE ONE ON ONES?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thank you.

\_\_\_\_\_  
Name of Student

. . . SAMPLE . . .

CASE A

. . . SAMPLE . . .

Plaintiff, Miss Nelson, is suing the Defendant, Mr. High, for damages due to the Defendant's negligence.

PLAINTIFF: MISS NELSON

I was eating lunch in Mr. High's restaurant. For dessert, I had a piece of blueberry pie. I took a bite of the pie and when I swallowed, I felt a sharp pain in my throat. To make a long story short, I had swallowed a tack, which necessitated an operation for removal. I claim that it was due to Mr. High's negligence in allowing the tack to be baked in the pie, which, incidentally, was baked in his very own kitchen.

DEFENDANT: MR. HIGH

I admit that the type of tack that Miss Nelson swallowed is just like the one used in making the boxes the blueberries come in. I've been in business for 18 years and this is the first time I have ever seen a tack in the blueberries. I use every care possible in the preparation of the food in my kitchen. I couldn't say how the tack got into the blueberries, nor do I see how anyone else can. Therefore, I don't see how I can be held responsible.

. . . SAMPLE . . .

CASE B

. . . SAMPLE . . .

The Plaintiff, Mr. Armstrong, is suing the Defendant, Mr. Williams, for damages to the Plaintiff's boat.

PLAINTIFF: MR. ARMSTRONG

My wife, child, and I were out sailing on Schooner Lake. When we left the dock, the weather was calm and beautiful. We had just about reached the opposite shore of the lake and were turning around to go home when a terrible storm came up. There was nothing we could do except seek shelter. We saw this small island just off the shore and headed for it. When we got there, we tied our boat to the small landing and went ashore. Just then, this Mr. Williams and his hired hand came running down to the dock and told us we were on private property and had no right being there. He told us to leave and when we explained we were unable to go because of the storm, he became infuriated and told his hired hand to untie our boat. As a result of this, the boat was driven up on the shore and destroyed. I claim that Mr. Williams had no right to untie my boat and cause its destruction.

DEFENDANT: MR. WILLIAMS

I don't care what he claims. He and his family were trespassing on my land. The boat was tied to my property and I have every right to untie it. The storm was responsible for the damage to his boat, not I; and anyhow, a trespasser has no legal rights when he enters another person's property.

The Plaintiff, Mr. Kearny, is suing the Defendant, Mr. Purcell, to collect a reward.

PLAINTIFF: MR. KEARNY

I was sitting in this restaurant having lunch when all of a sudden this Mr. Purcell, who was sitting at the next table, jumped up and started screaming that someone had stolen his hat and umbrella. The manager came over and tried to calm him down, but he was acting like he was fit to be tied. He was calling the thief all sorts of names. Finally, Purcell turned to everybody in the restaurant and screamed, "I'll give a hundred dollars to anyone who will catch the thief." Those were his exact words... Well, to make a long story short, I figured for one hundred bucks I'll give it a try. So, I ran out into the street and about two blocks away I caught the thief. Now Purcell refuses to pay me the hundred dollars.

DEFENDANT: MR. PURCELL

This is ridiculous...I was hot under the collar because my hat and umbrella had been stolen. I never thought anybody in his right mind would take me up on a crazy offer like that. Besides, why would I offer a hundred dollars reward for a crummy hat and umbrella worth \$10.00? It's stupid...I'm glad this guy caught the thief and it's nice to have my hat and umbrella, but I'm certainly not going to pay him a hundred dollars for it.

## CASE #2

The Plaintiff, Mr. Cott, is suing the Defendant, Mr. Tower, to recover damages based on profits Defendant is making.

PLAINTIFF: MR. COTT

Mr. Tower here is making a profit by running a business on my land. His property is right next door to mine. He found an old cave under both our properties and now he's busy taking tourists through the cave at a buck a head. Now I'm a fair man. I don't want to stop Mr. Tower from making a living, but I do want what is rightfully mine. Since the cave extends under my property, I claim that part of the profits should be mine.

DEFENDANT: MR. TOWER

This guy has a cave in his head. In the first place, I found the cave. In the second place, I am not trespassing on his property. The only entrance to the cave is on my land. Furthermore, the cave is over 400 feet below his property. What does he think, that he owns all the land to the center of the earth? I say the cave is mine and I don't owe him a dime.

The Plaintiff, Mr. Judd, is suing the Defendant, Mr. Carr, for damages he suffered while he was riding in the Defendant's car.

PLAINTIFF: MR. JUDD

Well, I've known Joe Carr here for the past 10 years. Every Sunday in the summer we go fishing. We always take Joe's car because I don't drive. About six months ago, we left for our Sunday fishing trip. Somewhere near Four Corners, Joe takes a turn too fast and loses control of the car. Before I knew what happened, bang, we hit a tree at the side of the road. Now I claim that Joe operated the car negligently in losing control and hitting that tree, and I want damages.

DEFENDANT: MR. CARR

Everything my ex-good friend, Mr. Judd, says is true, except that he left out one small detail. Everything was fine until we got near Four Corners. Suddenly I became very sick and passed out. Now my good friend knows this is the first time in 10 years that anything like this has ever happened to me. The car left the road and hit a tree, but it certainly was not due to any negligence on my part. I don't see how I can be held responsible.

## CASE #4

The Plaintiff, Mr. Meek, is suing the Defendant, Mrs. Meek, to have their marriage annulled.

PLAINTIFF: MR. MEEK

I agree that I promised to marry Judy. I further agree that we got a license and made all the arrangements with the minister. I even agree that we went to the minister's home and he performed the ceremony. But I do not agree that we ever got married. While I was standing there listening to the minister, I suddenly decided that I did not want to get married, so when it came time for me to say, "I do", I didn't say anything. I didn't even put the ring on her finger. As long as I didn't consent by saying, "Yes", I don't see how we can be legally married.

DEFENDANT: MRS. MEEK

This is all so embarrassing. We went through the entire marriage ceremony, and this big ninny just stood there and said nothing. Well, we figured he was just too shy or nervous, so we ignored it. Now he says he didn't want to get married in the first place. If he didn't want to get married, why did he take out the license and why did he show up at the minister's? No one dragged him there. Just because he didn't say, "I do", doesn't mean we weren't married.

The Plaintiff, Mr. Gluck, is suing the Defendant, Mr. Shalam, to recover damages for time and labor.

PLAINTIFF: MR. GLUCK

This whole thing happened about three years ago. This faker, Mr. Shalam, organized a community called, "Faithists". It was supposed to be conducted on principles of morality, purity, and brotherly love. Well, it sounded pretty good to me, so I joined. I was there for eighteen months, and in that time, I built the temple and the council house. Well, when I found out that this thing wasn't being run on the principles of purity and morality, in fact it was downright immoral, I left. Now, after thinking it over, I feel I should get paid for the time and labor I put in building the temple and council house.

DEFENDANT: MR. SHALAM

I am truly sorry that our good brother has had to resort to these means to settle his misunderstanding. The good brother spent eighteen months with us. He is a man of ordinary intelligence, which he does not deny. He participated in all our activities. I repeat, all our activities. When he left he made no complaint nor did he ask for any payment whatsoever. Now, three years later, he has had a change of heart and has decided that we were immoral and, therefore, should pay him for his services. I am sorry but I feel we are under no obligation to our good brother.

CASE #6

The Plaintiff, Mrs. Phillips, is suing the Defendant, Mr. Smith, for damages for injuries she suffered.

PLAINTIFF: MRS. PHILLIPS

This accident happened around dusk. I was walking down the street when, suddenly, I heard this horrible yell, "Look out". Well, I just didn't know what to do. First I jumped forward, then I jumped backward, and before I knew what happened, this little monster had run into me with his bicycle and knocked me over. Now I know there is no sense in my suing a 12 year old, but I certainly feel that his parents should be responsible for his actions, and I want the money to pay for my injuries.

DEFENDANT: MR. SMITH

I think first of all that a 12 year old is certainly responsible enough to use a bicycle. Secondly, the accident wasn't even his fault. He shouted to Mrs. Phillips in plenty of time to warn her, but she became so confused that she jumped right into his path. And thirdly, even if it was his fault, which I doubt, I am certainly not responsible for his actions.

The Plaintiff, Mr. Jones, is suing the Defendant, Mr. King, for personal injuries inflicted upon him by an employee of the Defendant.

PLAINTIFF: MR. JONES

Mr. King here runs the local theater. One night my friend, Sam, and I decided to go to the movies. Well, there being only one movie in town, we went to Mr. King's theater. While we were watching the show, there was some sort of a ruckus in the row behind us. Then this big galoot of an usher comes runnin' down the aisle. He grabs hold of my arm and tells me to get out. I tell him, "You got the wrong man, buddy." But he doesn't listen. He yanks my arm, pulling my shoulder out of joint, and throws me out of the theater. Now I want damages from Mr. King.

DEFENDANT: MR. KING

I really don't know what this man wants from me. If an usher threw him out and injured him, let him sue the usher, not me. If I had told the usher to go down and throw him out, it would be different, but I did not. The usher acted on his own. I didn't tell him to throw anyone out of the theater.

## CASE #8

The Plaintiff, Mrs. Gifford, is suing the Defendant, Mr. Gifford, for money she advanced him for a business deal.

PLAINTIFF: MRS. GIFFORD

I really hated to take George to court over this, but I can't see any other way to recover my money. George and I have been married for 14 years. I am independently wealthy in my own right...and my money has never been under the control of George. I do admit that George has supported me very handsomely for these past 14 years, using none of my money. About a year ago, George had a chance to invest in a business. He came to me and asked me to advance him \$10,000 from my own funds. I advanced him the money. He invested it and the deal has worked out very well. Now, I want my money back, and George refuses to give it to me.

DEFENDANT: MR. GIFFORD

I also hate to go to court over this but after all, when a husband gives his wife money, can he claim it's only a loan and demand it back? I don't see any difference if a wife gives a husband money. I maintain she didn't loan me the money, she gave it to me. I invested the money to our mutual advantage, and I'm perfectly willing to regard her money as an investment in my business, but she can't have it back anytime she wants it.

Plaintiff, Mrs. Howitt, is suing the Defendant, Mr. Hertz, for alleged false imprisonment.

PLAINTIFF: MRS. HOWITT

I really don't know how to begin. How would you like to be held prisoner on a train for two hours? I travel to and from work each day on the ABC railroad. Well, the other day, coming home from work, I boarded the train as usual. I don't know what possessed me but as I sat down, I put my hand between the seats. Well...imagine my surprise when I pulled out a roll of bills. Just as I was counting them, along came Mr. Hertz, the conductor. I told him what I had found. He told me that I would have to turn the money over to him. I, of course, refused. I found the money, and it was mine until the rightful owner claimed it. This beast then posted a guard at my seat and would not let me off at my station. I had to stay on that train until we got to the terminal. I was imprisoned on that train for two hours, and falsely at that, and I want damages.

DEFENDANT: MR. HERTZ

It's my duty as conductor to take possession of anything left on my train. Now I asked Mrs. Howitt to give me the money several times, but each time she refused. She admitted she found the money, and I explained to her that I could not let her off the train until she turned the money over to a legal representative of the railroad, namely, me. She still refused to give up the money. After that I had no choice. I had to keep her on the train until my superiors took over. I don't know what this nonsense about false imprisonment is all about. It was my duty to turn the money over to my superiors, and since Mrs. Howitt would not give up the money, I had to turn her in.

CASE #10

The Plaintiff, Mrs. Stover, is suing the Defendant, Mrs. Berner, for slander.

PLAINTIFF: MRS. STOVER

First of all, I am not a meddlesome old biddie, and I never touch liquor. That's just a sample of what this woman called me. She called me everything under the sun, including some words which are unmentionable. And in a public place. The butcher shop, to be exact. And in front of all my neighbors and friends. She humiliated and slandered me in public, and I want to be compensated for my humiliation.

DEFENDANT: MRS. BERNER

I heard through friends of mine that this old biddie was going all over town spreading gossip about me...so when I met her in the butcher shop, I just couldn't restrain myself. I told her off. I called her exactly what I thought she was; and some things I thought, I didn't even say. I did not slander her; that would be impossible. I may have hurt her feelings a little by telling her the truth about herself, but that's as far as it went.

Plaintiff, Mr. Howson, is suing Defendant, Mrs. Lott, for money allegedly due him for services performed.

PLAINTIFF: MR. HOWSON

I'm a plumber. I made a contract with Mrs. Lott to do certain plumbing work in her house. While I was doing the work, I ran into some trouble. The piping in the house just wasn't good enough to put in all the radiators I thought I could. I also couldn't get the kind of plumbing fixtures this lady wanted. Now I'm not suing for the full amount of the contract because I admit I didn't do all the work required, but I'm certainly entitled to get paid for the work I did.

DEFENDANT: MRS. LOTT

Didn't do all the work, indeed! He was supposed to install 8 radiators; he only installed 7. As for the bathroom fixtures, we contracted for new fixtures, and he installed second-hand fixtures. Now, the contract specifically called for 8 radiators and new fixtures. He did not live up to the terms of the contract, and, therefore, I am not going to pay him one penny.

## CASE #12

The Plaintiff, Mr. Burns, is suing the Defendant, Mr. Lee, to recover the value of four tires.

PLAINTIFF: MR. BURNS

This Mr. Lee here has four tires belonging to me. He sold a used car to a fellow by the name of Harry Runner. This Mr. Runner came into my shop and bought four new tires for the car on time. He signed a note saying that if he defaulted on payments, I could repossess the tires. Well, he not only stopped paying for the tires, he stopped paying for the car. So...Mr. Lee took back the car, with my tires on it. He now refuses to give me back my tires.

DEFENDANT: MR. LEE

This is silly. My contract with Runner specifically states that if he defaults on payments on the car, I have a right to repossess the car together with anything Runner may have added to or put on the car. He put the tires on the car and that makes them mine. If Mr. Burns wants money for the tires, let him sue Mr. Runner, not me.

Plaintiff, Mrs. Primm, is suing Defendant, Mr. Just, for damages on account of maltreatment.

PLAINTIFF: MRS. PRIMM

I registered as a guest at Mr. Just's hotel. I told Mr. Just that my husband, Arthur, would arrive in a few days. My husband arrived three days later, in the evening. About one o'clock in the morning, we were awakened by a pounding on the door. We couldn't imagine what the trouble could be. Arthur and I put on our robes and rushed to the door. There stood Mr. Just. "What do you mean by having a strange man in your room," he screamed. I was never so shocked in my life. I tried to explain that Arthur was my husband, but this idiot wouldn't listen. By this time, half the guests from adjoining rooms had gathered in the hall. After a half hour of arguing, I finally convinced Mr. Just that Arthur was really my husband, and he left. I now want damages for the humiliation and mental anguish he caused me.

DEFENDANT: MR. JUST

I run a decent hotel. When I saw this man enter the hotel at around 12:30 in the a.m. and go to Mrs. Primm's room, I decided that I had to see that no improper conduct was going on in the hotel. I may have been a little boisterous, but I did not threaten any physical violence, nor did I use any force. In fact, the next day I apologized to Mrs. Primm and her husband. Seeing that I harmed her in no way, that's all she is going to get from me, an apology.

CASE #14

The Plaintiff, Mr. May, is suing the Defendant, Mr. Land, for damages due to the Defendant's alleged negligence.

PLAINTIFF: MR. MAY

I live in Mr. Land's apartment house. The night before this accident happened, it had rained quite hard. During the night, the temperature fell. On my way to work in the morning, I noticed ice had formed on the steps of the house. That night when I returned from work, I saw that the ice had not been removed. I tried to be as careful as I could in going up the stairs but when I reached the top step, I slipped on a piece of ice and fell, breaking my arm. I claim Mr. Land was negligent in not removing the ice from the steps, and I want to be paid for my suffering.

DEFENDANT: MR. LAND

If anyone is negligent in this case, it is Mr. May. He saw the ice on the steps when he went to work. Why didn't he come in and tell me? After all, I'm not a mind reader. I didn't go out all day. How did I know there was ice there? I admit that if I knew the ice was there and didn't remove it, I would be negligent, but I can't be responsible for a condition I didn't even know existed.

Plaintiff, Mrs. Boon, is suing Defendant, Mrs. Taylor, to compel her to sell a dress advertised in the paper.

PLAINTIFF: MRS. BOON

I've been dealing in Mrs. Taylor's dress shop for quite a while. A few months ago, I saw an ad in our local paper put in by Mrs. Taylor's dress shop. She was advertising a dress for \$29.95, which she claimed in the ad was worth \$100. This was a one day special. I immediately went down to Mrs. Taylor's shop and asked if she had any of the dresses left. She said she had. But when I offered to buy one, she said she was sorry, but she was not going to sell any more at that price. She advertised the dress for \$29.95. She admits she has them in stock, and I know she has to sell me one.

DEFENDANT: MRS. TAYLOR

Of course, I placed the ad in the paper advertising the dress. Just because I placed the ad doesn't mean I have to sell the dress. After all the dresses are mine, and I can sell them or not sell them. It's all up to me. I offered Mrs. Boon the dress at its legitimate price of \$100, but she insisted I give it to her for \$29.95. I put the ad in merely to get people in my store, and once they were there, I would try to do business with them. Good heavens, if I continued to sell \$100 dresses for \$29.95, I would soon go out of business.

## CASE #16

Plaintiff, Mr. Merrill, is suing the Defendant, Mr. Boon, for personal injuries received in a fight.

PLAINTIFF: MR. MERRILL

I was in Joe's Bar and Grill, having a quiet drink and minding my own business, when this lout walks up to the bar and knocks my drink over. Now, I'm a peaceable man, so I ask him to buy me another drink. He refuses. One word leads to another and he asks me out in the alley. Nobody calls Bill Merrill yellow, so I take him up on the offer. We get out in the alley, and I take a swing at him, and he ducks. To make a long story short, he beats my brains out. I say he had no right to hit me, and I want damages.

DEFENDANT: MR. BOON

So I accidentally knock this guy's drink over. Is that any reason for him to insult me? Sure I invited him out in the alley, but he didn't have to go. No one made him. We get outside and he takes a swing at me and misses. So I promptly belted him a few. What's he complaining about? He agreed to fight. Just 'cause he lost, he thinks he can collect damages.

The Plaintiff, Mrs. Shine, is suing the Defendant, Mrs. Baum, to have Mrs. Shine's aunt's will declared invalid.

PLAINTIFF: MRS. SHINE

Imagine my aunt, who I knew all my life, leaving all her money to this person, after knowing her for just three months. But my aunt had a proviso in her will, that this person was to take care of my aunt's cats as long as they live. Now I know this makes the whole will invalid, since taking care of the cats is not a socially constructive purpose. Also, if this person stops taking care of the cats, who is going to force her to continue. The cats certainly can't. Therefore, the proviso must be void, and if it is, the entire will is invalid.

DEFENDANT: MRS. BAUM

Before Mrs. Shine's aunt died, she asked me if I would take care of her cats when she was gone. I told her I certainly would. I gave her my word, and I intend to honor it. But all this is beside the point. Mrs. Shine's aunt did not leave the money to the cats. She left it to me. She created no trust for the cats. Therefore, the will is perfectly valid.

## CASE #18

Plaintiff, Mr. Roberts, is suing the Defendant, Mr. Michael, to have the Defendant's tree declared a nuisance.

PLAINTIFF: MR. ROBERTS

Mr. Michael and I are neighbors. We've lived next door to each other for six years. He has an old oak tree in his backyard, and every day, branches keep dropping off this tree into my yard. Oh, I almost forgot to mention, the branches from this tree hang over into my yard. A few weeks ago, I was standing in my yard, when one of the big branches let go and almost killed me. Now I want permission from this court to saw off all the branches that overhang my property.

DEFENDANT: MR. MICHAEL

We're neighbors, all right, but if I lose this case, we sure won't be for long. The oak tree is on my property. No part of it is on his. Sure the branches extend over the fence, but I can't help that. Now he wants to cut off the whole side of my tree. He has no right to do that; it's my property, and as long as it's on my side of the fence, he can't touch it.

Plaintiff, Mrs. Torr, is suing the Defendant, Mr. Graines, for physical injuries and mental anguish.

PLAINTIFF: MRS. TORR

How would you like to come out of your house and see a baboon sitting in your car? Well, that's what happened to me. I came out of my house to go shopping. As I approached my car, suddenly the door opened and out came this monstrous baboon. I almost died. I ran back into the house, and on doing so, I tripped on the front steps and severely injured my knee. I still wake up in the middle of the night and see that horrible sight. I want this gentleman, the owner of the baboon, to pay for my damages and mental anguish.

DEFENDANT: MR. GRAINES

Now, Orville, that's my baboon, wouldn't hurt a soul. Somehow, he slipped out of his cage and got into Mrs. Torr's car. He may have frightened her a little but he did not hurt her. He never even laid a finger on her. If she got hurt running away, it's not my fault. I don't see why I should pay her anything.

## CASE #20

Plaintiff, Mr. Jolly, is suing the Defendant, Mr. Hollis, for money he claims the Defendant owes him.

PLAINTIFF: MR. JOLLY

I own the daily newspaper in our town. Mr. Hollis has been a subscriber of mine for over two years. Sometime ago, Mr. Hollis sent me a letter cancelling his subscription to my paper. I figured he was a little mad at something, so I ignored it and continued to send the paper. For six months, he continued to accept and read the paper, but he refuses to pay the bill. If he really didn't want the paper, all he had to do was refuse to take it from the delivery boy. But since he accepted and read the paper for six months, I believe I am entitled to payment.

DEFENDANT: MR. HOLLIS

I not only sent Mr. Jolly one letter of cancellation, I sent him two letters. But did this stop Mr. Jolly? No siree. The papers kept right on coming. Well, I made up my mind that if he wanted to send the papers that was his business, but I sure wasn't going to pay for them. I claim I don't owe him any money from the time I sent him the letter of cancellation.

Plaintiff, Miss James, is suing Defendant, Mr. Beckett, for damages caused by a product he sold her.

PLAINTIFF: MISS JAMES

I have been using "Bright Eyes" mascara for the past twelve years. A while back, I went to Mr. Beckett's store and purchased some "Bright Eyes". I then asked Mr. Beckett if this was the best mascara he had and he said, "Yes". I also asked him if it was harmless. He told me, "Of course it's harmless. It says so right on the tube." That night while putting on the mascara, I got some of it in my eye, causing a serious eye condition. I feel Mr. Beckett should pay my doctor bill since he had no right to tell me the mascara was harmless if he did not know whether or not it was.

DEFENDANT: MR. BECKETT

This lady bought and paid for the mascara before she asked me if it was harmless. She didn't care what I said. She would have bought it anyway. I really thought it was harmless. It said so right on the tube. Also, she should have known whether or not it was harmless. She admits she used it for twelve years. I don't see how I can be held responsible.

## CASE #22

The Plaintiff, Mr. Cody, is suing the Defendant, Mrs. Latir, for damages due to injury he suffered while riding in a car belonging to the Defendant.

PLAINTIFF: MR. CODY

I'm a football player on our high school team. We had an important game to play and the coach's car had broken down. Mrs. Latir told the coach he could use her car. Five of us went along with the coach. On the way to the game, the coach tried to light a cigarette and lost control of the car. The car turned over and I was injured. Since it was Mrs. Latir's car I was in, I feel she has to pay the damages.

DEFENDANT: MRS. LATIR

Damages, indeed! This is what comes of trying to do someone a good turn. Certainly I loaned my car to the coach, but he was driving it. Not I. In fact, I wasn't even in the car. If this young man wants damages, let him sue the coach who was responsible for the accident.

The plaintiff, Mr. Green, is suing the Defendant, Miss Casey, to prevent her from seeing the Plaintiff's father.

PLAINTIFF: MR. GREEN

I'm eighteen years old. For seventeen of these years, I've lived in a normal and happy household. About a year ago, this woman, Miss Casey, started going out with my father. Since that time, things have been terrible. My father is squandering the family's life savings on this woman. Why, if this keeps up, there won't even be enough left for me to go to college. I want a court order to stop this woman from seeing my father before every cent we have is gone.

DEFENDANT: MISS CASEY

This is ridiculous. Does he think a court order will make his father love his mother again? Or stop loving me? A court can't force a man to be affectionate. This boy's father is over 21 and he knows what he is doing. I don't see how the court can stop us from seeing each other.

## CASE #24

Plaintiff, Mrs. Young, is suing the Defendant, Mr. Fenton, for mental suffering caused by the wrongful acts of the Defendant.

PLAINTIFF: MRS. YOUNG

It was about 10 o'clock at night. I was home in bed when suddenly, I heard my doorbell ring. I couldn't imagine who it might be at that time of night, so I put on my robe and went to the door. There was my next door neighbor, Mrs. Bowden, shaking with excitement. She told me there was a phone call for me on her phone. She said it was a man and he had said the call was urgent, an emergency. Well, I almost fainted. You see, my husband was out of town and the first thing I thought of was, "Something has happened to Bill". Mrs. Bowden and I ran over to her house as fast as we could. I picked up the phone, shaking with fear, and this horrible man's voice came over the receiver. He told me that since I did not answer my own phone, this was the only means he had of reaching me. He then proceeded to ask me why I didn't pay the bill I owed him. I explained to him there must be some mistake, that I owed him nothing, but he kept threatening to take me to court. I was never so mortified in my life, with Mrs. Bowden standing there hearing everything. As a result of all this, I became seriously ill and have required treatment for a long period of time. I want Mr. Fenton to pay my doctor bill.

DEFENDANT: MR. FENTON

Look. I made an honest mistake. I'm sorry for what happened but I didn't injure Mrs. Young. Sure she got upset but she can't collect from me just because she was frightened. I caused her no physical harm.

Plaintiff, Mr. Prell, is suing Defendant, Mr. Dodd, to compel Mr. Dodd to sell him a chicken farm.

PLAINTIFF: MR. PRELL

I have been saving up a long time to buy Mr. Dodd's chicken farm. On Wednesday, June, 10, Mr. Dodd signed a paper agreeing to sell me the chicken farm. The paper said that I had until 10:00 a.m. Friday, June 12, to accept his offer. Friday morning at 8:00 a.m., I went over to Dodd's house with the money. I told him, "Well, Jim. I'm here to buy the farm." You know what he told me? "You're too dang late, Harry. I sold it to Tim Brown yesterday." I had a paper signed by Mr. Dodd, which said I had until 10:00 Friday to buy that farm; I offered to buy it before my time limit ran out. I maintain he had no right to sell that farm to anyone else.

DEFENDANT: MR. DODD

That paper I signed was just an offer to sell my farm. It didn't mean I had to sell it. Suppose Harry here had decided not to buy my farm, then I would have been stuck with it. No siree, I decided that paper was all one sided and I better sell if I have the chance. Well, the chance came and I sold. I don't think anyone can tell me who I have to sell my farm to.

## CASE #26

Plaintiff, Mrs. Day, is suing the Defendant, Mr. Blue, for damages for making false statements about her grandfather.

PLAINTIFF: MRS. DAY

I have been humiliated and embarrassed and I want damages. This man's newspaper ran a story about my great, great grandfather. The horrible false things they said. They said grandfather had been convicted of stealing and had committed suicide. Of all the things. Grandfather was a wonderful man. He fought in the Civil War, never stole a thing in his life and died a peaceful, natural death at age 88. I have all the records to prove these things.

DEFENDANT: MR. BLUE

Well, maybe we did color the story a little bit. So what! Who did it hurt? It certainly didn't hurt Mrs. Day's great, great grandfather; he was dead. I also don't see what we said about her great, great grandfather hurt Mrs. Day in any way that she can collect for.

Plaintiff, Mrs. Hones, is suing the Defendant, Mr. Green, to recover damages for injuries she suffered in his store.

PLAINTIFF: MRS. HONES

The day this accident happened, I found I had run out of my last pair of stockings. I hurried down to Mr. Green's store and asked for Mrs. Hill...she's a clerk there and knows just what I need. The man told me she was in the stock room. I went through the hanging curtains and down the hall. It was very dark back there, and the first thing I know I had fallen down some stairs. I want damages from Mr. Green because if he had the hall lighted, I would not have fallen down the stairs.

DEFENDANT: MR. GREEN

This is unfortunate, but I don't think I owe Mrs. Hones a thing. I'm willing to pay any customer who hurts herself in my store...providing it's my fault. But, Mrs. Hones had no business being in back of the store. Customers aren't supposed to be back there. She fell down the stairs due to her own mistake, not mine.

## CASE #28

Plaintiff, Mrs. Ziv, is suing the Defendant, Mr. Blatt, for damages for fright and humiliation.

PLAINTIFF: MRS. ZIV

I happen to be the owner of a very expensive coo coo clock. When the bird came out to strike at 11 o'clock, it got stuck. Well, I was just sick about the whole thing. I went out to hang up my laundry and I noticed this lecherous old beast in his backyard. Of course, I did not know then that he was a lecherous old beast. I remembered that he owned several coo coo clocks and I asked him if he could possibly fix mine. He said, "Sure, if you let me kiss you." Well, for a moment I thought he was kidding, but when he reached over the hedge to take my arm, I almost died. I ran into the house crying, and now I want to be paid for my fright and humiliation.

DEFENDANT: MR. BLATT

This whole thing is ridiculous. After all, what could I do in broad daylight and with a hedge between us. Furthermore, I didn't even so much as touch her, and anyway, I was really only kidding. I had no idea she would take it like she did. I don't see how in the world she can expect to collect anything from me for something so silly.

Plaintiff, Mrs. Offer, is suing the Defendant, Mr. Stone, for money which the Defendant agreed to take off a bill.

PLAINTIFF: MRS. OFFER

I bought a bedroom set from Mr. Stone, and I was paying for it on the installment plan. When I had four months to go in my payment, Mr. Stone sent me a letter stating that he would cancel the last payment if I would pay the balance of the bill in case within two weeks. I had a little extra cash on hand, so I decided to take him up on it. A week later, I went to his store with the cash. It was about 5 o'clock in the afternoon when I got there and the store was closed. I went around to the back door and Mr. Stone asked who was there. I said, "It's me, Mrs. Offer, and I've come to pay you the money." He told me, "I'm sorry but I have already sold your contract to the Finance Company. You will have to pay them." Now I contend that he had no right to sell my contract to the Finance Company after he made me an offer in writing to cancel my last payment.

DEFENDANT: MR. STONE

I admit that I wrote Mrs. Offer the letter she said I did. But, in the interim, I needed money very badly, and I had to sell her contract to the Finance Company. If she had accepted the offer sooner, perhaps I would not have had to sell her contract. I don't believe that I now have to cancel the last payment because Mrs. Offer no longer has a contract with me.

CASE #30

The Plaintiff, Mrs. Moon, is suing the Defendant, Mr. Starr, for damages for undue influence over a minor child.

PLAINTIFF: MRS. MOON

My son, Bobby, is only 14 years old. When the circus came to town, Bobby went down to the circus grounds. Someone there asked him if he wanted a job. Of course, Bobby was thrilled to death and he worked at the circus all day. When the circus moved to the next town that evening, Bobby went with it and helped to put up some of the circus gear. Bobby wasn't paid a penny for his work, even though he had expected to be, and when he found out he wasn't getting anything, he left and hitchhiked back home. I never gave my consent to Bobby taking any kind of a job with a circus. As a result of his going away, I was extremely distressed and suffered great mental anguish. I feel that I am entitled to recover the value of his services and also damages for the suffering I was caused.

DEFENDANT: MR. STARR

I own the Starr Circus and am the General Manager. I didn't hire this boy and no one else in the circus was empowered to hire him. If he left town with the circus, it was entirely on his own, just as though he were running away from home. Since I didn't hire him, I wasn't obliged to pay him. If anyone else hired him, it was entirely without any authority and unknown to me. I don't see how I can be responsible for any damages.

The Plaintiff, Mrs. Morgan, is suing the Defendant, Mr. Como, for assault and battery.

PLAINTIFF: MRS. MORGAN

I went into this department store to purchase some underwear. I bought and paid for it and then left the store. As I was walking down the street, this horrible man came running after me. He stopped me and said out loud, in front of all the people standing around, that he had to investigate whether I had taken something out of the store that I had not paid for. He grabbed the package from under my arm. He opened the package and found that I had only what I paid for in the package. Now I want him to pay for assaulting me on the street.

DEFENDANT: MR. COMO

It is my obligation as a Store Manager to protect my company's interests. I thought I saw this woman take two sets of underwear and only pay for one. Now I didn't do anything in the store. I waited until she got outside. I told her that I had to investigate what was in the package. She knew I was the Store Manager, but she refused to give me the package, so I took it from her. But, I never touched her or threatened her. I merely took the package. I don't see how this could possibly constitute assault and battery.

CASE #32

The Plaintiff, Mrs. Stevens, is suing the Defendant, Mr. Stevens, to set aside an agreement made when they were married.

PLAINTIFF: MRS. STEVENS

This is all very distressing for me, but I feel that my husband has imposed on my good nature and my desire for security. You see, this has not been the first marriage for either of us. Both my husband and I have adult children. We met...became interested in each other and he proposed marriage. I told him I would marry him right away. Then he said we ought to have some agreement about our property. I had some property left to me by my first husband, and he told me he had property and securities worth around \$50,000, about twice what my properties were worth. We went to a lawyer and an agreement was drawn up in which we promised that when one of us passed on, the other would make no claim against the estate of the other, but that his children would get his share of the estate, and my children would get my share. I later found out that he is worth not \$50,000, but \$500,000. I was cheated by him and I want the contract nullified, since I was induced to sign it because of his false statement as to his worth.

DEFENDANT: MR. STEVENS

I don't see why I was compelled to tell her what I was really worth. She knew from what I told her that I was not a poor man. We both signed the contract to protect the rights of our respective children. Now, if she has her way, if I should die first, she could assert her rights as a widow and grab a big part of my estate against the rights of my children. That is the reason we drew up this contract in the first place, and that is why I had no duty to tell her what I was really worth.

The Plaintiff, Mr. Singer, is suing the Defendant, Mr. Dowd, for one-half the cost of a wall.

PLAINTIFF: MR. SINGER

I decided to put up a brick wall between Frank's house and my own. I asked Frank if he thought it would make the property more beautiful and he agreed it certainly would. I told him, "I hope you know I expect you to pay for half of this wall." He didn't say anything then but just walked away. Well, I worked four months putting up that brick wall. Frank would come out of the house everyday and watch me. He never said a word. When the wall was finished, I asked him to pay for half of it and he refused. I feel that since he knew I expected him to pay for half of the wall, he should have told me he didn't intend to pay anything while I was building the wall.

DEFENDANT: MR. DOWD

If my friend, Mr. Singer, wanted to put up a wall between our houses that was his business. I never said that I would pay for any part of the wall. I realize that half the wall is on my property. I think it's enough to let him use my property to build the wall on. But, as I said before, I never agreed to pay for any part of it and I don't see how he can collect now.

## CASE #34

The Plaintiff, Mrs. Button, is suing the Defendant, Mr. Zipper, for damages for injuries she and her three children sustained.

PLAINTIFF: MRS. BUTTON

I was walking along the sidewalk, minding my own business, pushing a baby carriage with my little Alice in the carriage. Riding on the carriage was two year old Jimmy, and four year old Milly was walking beside me. I heard someone yell and I looked around. I saw this taxi, without anyone in the driver's seat, coming up onto the sidewalk. It wasn't moving very fast and I just about had time to push the carriage and the children partially out of the way when the taxi hit us. Even though Mr. Zipper wasn't in the taxi, it belonged to him and he certainly must be responsible for leaving it in such a manner as to cause it to run away and hit us.

DEFENDANT: MR. ZIPPER

What Mrs. Button said is true. Except, I don't know what you would have done in the same situation. A bandit entered my cab a few minutes before this happened, stuck a gun in my back, and told me to drive away. I jammed on the emergency brake and leaped from the cab in fear of my life. The bandit also jumped out of the cab. Evidently the emergency brake didn't hold. The cab mounted the sidewalk and struck Mrs. Button and her children. Now I wasn't careless or negligent because I set the emergency brake before I jumped, which I think was pretty clever of me with a gun in my back, and I don't see how I can be held responsible under these conditions.

The Plaintiff, Mrs. Polly, is suing the Defendant, Mrs. Knight, for damages for the profit she would have made if the Defendant had not opened a competitive store.

PLAINTIFF: MRS. POLLY

Doris Knight has always been extremely jealous of me. I don't understand why because she is the wife of the richest banker in town. Perhaps it's because I had beaten her in the election for P.T.A. President, and because most of the people in town like me a little better than they do her. Well, anyway, I run the Polly Dress Shop, and Doris here talked her husband into letting her open a competitive dress shop a block away from me. She deliberately sold her dresses much cheaper than I could. In fact, she lost money on them, and I claim she did it out of spite. I want to collect damages for the profit I would have made if Doris would have never opened her shop.

DEFENDANT: MRS. KNIGHT

Thank goodness we live in America. In America, we have the right to free competition. I can go into business however I want to and no one can tell me what to sell my merchandise for. Actually, the ladies who bought the dresses in my store were receiving benefits because they got the dresses at lower prices than they could buy them anywhere. I don't see how in the world Doris expects to collect money for profit she would have made if I hadn't opened my shop.

## CASE #36

The Plaintiff, Miss Pound, is suing the Defendant, Mr. Tunn, for money she claims belongs to her.

PLAINTIFF: MISS POUND

I am a chambermaid in the hotel run by Mr. Tunn. One day, while cleaning a room, I found \$240 in a desk drawer. In accordance with the rules of the hotel, I turned the money over to the manager. Now, since a reasonable time has elapsed and the owner has not been found, I feel that the money is mine. I could have put it in my pocket when I found it and no one would have been the wiser. Mr. Tunn refuses to give me the money. I feel it is the duty of this court to force him to do so.

DEFENDANT: MR. TUNN

First of all, this money was not lost. It was merely left by a guest in the room. There is a big difference between something being lost and something being left. Miss Pound was an employee of mine and she is bound by the same obligations imposed on me by law, and that is the duty of holding this money for the true owner. I want to repeat once more that this money was not lost. It was merely left.

The Plaintiff, Miss Earl, is suing the Defendant, Mr. Barbe, for the purpose of compelling him to pay for a gift of a mink coat.

PLAINTIFF: MISS EARL

Well, I have known Jimmy boy here for quite a while. Ever since we have been going together, he promised to buy me a mink coat. Well, finally he broke down. We went to Smith's Fur Salon and started to look at mink coats. While we were there, he reminded me that he was only giving me the coat if I would stop running around with other men, which I did. We finally settled on a coat but Smith wanted \$5,000 for it. Jimmy told him that he would only pay \$4,000, but Smith wouldn't sell it for the price. If you knew how badly I wanted that coat. So...after we left the store, I called up Mr. Smith and asked him would he please pretend to sell the coat to Jimmy for \$4,000, and I would pay the extra \$1,000. Mr. Smith agreed. Jimmy signed the sales slip for \$4,000, and I proudly wore the coat out of the store. The next day I returned it to have my initials put in it and paid Mr. Smith \$1,000, leaving the coat so my initials could be put in. Now Jimmy refuses to pay the store the other \$4,000, and I feel that he must pay it since a gift once made can not be revoked.

DEFENDANT: MR. BARBE

I won't go into all the details of how I found out that the coat really cost \$5,000, and that Helen here was paying the other thousand. However, I know that coat isn't worth \$5,000, and I refuse to be taken over as a sucker. Now the store still has the coat and they're willing to give Helen back her thousand dollars. I think she should take it because I am certainly not going to pay the other \$4,000. I feel I was fraudulently induced into making the gift.

#### CASE #38

The Plaintiff, Mr. Winston, is suing the Defendant, Mr. Churchill, for damages caused by Plaintiff slipping on backporch of Defendant's home.

PLAINTIFF: MR. WINSTON

About three months ago, Harry invited me over to his home to spend the evening. Now before this happened, Harry and I were pretty good friends. In fact, we have known each other for over ten years. On the night of the accident, I felt a little warm and I stepped out on the backporch to get a breath of fresh air. It was dark out there and I stepped on a piece of raw meat that someone had left out on the porch to feed the cat. I fell and broke my leg. I feel I am entitled to damages because Mr. Churchill was negligent in leaving that meat where I would step on it and slip.

DEFENDANT: MR. CHURCHILL

I sure never expected to be sued by my best friend but I guess that's life. Bob has been coming over to my house almost every week for the last ten years. Now Bob knows that we always feed the cat every night on the backporch. He also knows the backporch is always dark and since he was a guest in my house, he has to be considered just like a member of the family who would take all the ordinary risks of any household.

The Plaintiff, Mrs. Track, is suing the Defendant, Mr. Dorn, for reimbursement of money she paid to have her damaged kitchen repaired.

PLAINTIFF: MRS. TRACK

I bought a pressure cooker in Mr. Dorn's appliance store. When I bought it, I told him that I was deadly afraid of pressure cookers and that I wanted one that was completely safe. I asked him to recommend the one to take. He recommended the most expensive one in the store and he guaranteed me that it would not blow up ever. Twenty-two months later to the day I bought the horrible device, it exploded, destroying itself and my entire kitchen. Mr. Dorn guaranteed that it would not explode and, therefore, I hold him fully responsible for all damages.

DEFENDANT: MR. DORN

Morally, Mrs. Track may have a case, but she doesn't have one legally. The law specifically states that agreements which take longer than one year to be performed must be in writing to be enforceable. I did not put the guarantee in writing. I only told her orally that it would not blow up. Well, I guess I don't know everything, and this thing blew up, but it happened twenty-two months later. Therefore, within the letter of the law, I am not responsible.

## CASE #40

The Plaintiff, Mrs. Gold, is suing the Defendant, Mrs. Pride, to recover a dress Plaintiff alleges belongs to her.

PLAINTIFF: MRS. GOLD

About six months ago, I had a dress made in Mrs. Pride's shop. The price of the dress was \$90. I gave her a \$10 deposit and she made the dress. I was a little short of cash so I told Mrs. Pride I would pay her the following month. She agreed and gave me the dress. The following month, I still found myself a little short and I called Mrs. Pride and explained the circumstances. Mrs. Pride told me it was perfectly all right that I could pay later. Two months ago, I brought the dress in for a minor alteration. Now, Mrs. Pride refuses to return the dress unless I pay her the balance of the money due. I contend the dress belongs to me. If she wants the money, she can sue me for it, but she can't keep my dress.

DEFENDANT: MRS. PRIDE

This woman is crazy. After the trouble she gave me with that dress. First, it was too tight, then too loose, then too long, then too short. Finally, thank God, she was satisfied. I gave her the dress and she promised to pay me later. A month later, she phones me and tells me she's short of cash. I told her I could wait. Now, she brings the dress back and starts complaining all over again. It's still too tight and I have to fix it. Well, I figured she isn't going to pay me for this dress. She's just looking for an excuse. She hasn't paid for it yet, so it's still mine, and I intend to keep it until she pays what she owes.

The Plaintiff, Mrs. Stockton, is suing the Defendant, the Stitch Sewing Machine Company for damages caused by an employee of the Company.

PLAINTIFF: MRS. STOCKTON

This man, an employee of the Stitch Sewing Machine Company, came to my house, to sell me a sewing machine. I told him I didn't want one. He then asked me if my husband worked nights, and if I ever got lonesome. He also told me that he could show me a real good time. Then he tried to hold my hand. When he touched my arm, I screamed and slammed the door in his face, and now I want damages because of his actions.

DEFENDANT: MR. SILVER (LAWYER FOR THE STITCH SEWING MACHINE COMPANY)

We don't see how any reasonable person can expect the Stitch Sewing Machine Company to be responsible for what their employees do twenty-four hours a day. If we were responsible we would be sued by every woman that this man ever tried to make a date with. Just because he was trying to sell her a sewing machine at the time certainly doesn't make us responsible. She may have a right to sue the salesman but she certainly has no claim against our Company.

## CASE #42

The Plaintiff, Mr. Riley, is suing the Defendant, Mr. Hornsby, to cause him to remove a spite fence.

PLAINTIFF: MR. RILEY

I have been living next door to Hornsby here for the last four years. We have been neighbors but we sure have never been friends. In fact, I guess you could actually call us enemies. Now I always mind my own business but about six months ago, this character put up a fence 8' high between our property lines. Can you imagine, 8' high. Now this fence serves no useful purpose at all. He built it out of sheer spite and he did it to cut off light and fresh air coming into my downstairs windows. I want this court to make him take the fence down.

DEFENDANT: MR. HORNSBY

I admit I put that fence up for spite, but it's on my land, not one inch of it is on his. He has absolutely no ownership of light and air, and, thank goodness, in this country, I can do anything I want with my property.

The Plaintiff, Mr. Carter, is suing the Defendant, Mr. Slade, for damages caused by Mr. Slade's bull.

PLAINTIFF: MR. CARTER

I am a farm hand on Mr. Slade's farm. I take care of a herd of cows. Now Mr. Slade keeps a big bull on this farm, but I don't look after the bull. Like I said before, I am just a cow man. This bull is kept in a special enclosure. One day, Mr. Slade asked me to let the bull out into the field. I told him I didn't know anything about bulls, but I would try. I picked up a great big stick and went into the pen with the bull. Well, that bull took one look at me and started to paw the ground and toss his head and snort. I wasn't going to touch a mean bull like that and I turned around and ran. Well, this old bull chased after me, knocked me down on the ground, and gored me. Now I want to get paid for the injuries.

DEFENDANT: MR. SLADE

The first thing I want to say is that Oscar, that's my bull, is not vicious or dangerous. When a bull snorts, paws the ground, and tosses his head, he's just showing off in front of the cows. If this imbecile had not turned and ran, nothing would have happened. Since my bull was not vicious or dangerous, I can't see how I can be liable.

## CASE #44

The Plaintiff, Miss Lambert, is suing the Defendant, Mr. Trunk, to recover the purchase price of an allegedly defective ladder.

PLAINTIFF: MISS LAMBERT

I needed a stepladder, so I went down to Mr. Trunk's hardware store to buy one. I looked them all over and found one that I liked. I asked Mr. Trunk if this was a good ladder, and he told me that the ladder would last a lifetime and would never break. Six months later, while using the ladder, it broke. When I returned the ladder to Mr. Trunk's store to get my money back, he refused to give it to me. I claim he defrauded me and I want my money back.

DEFENDANT: MR. TRUNK

When I sold Miss Lambert this ladder, I admit I told her it would last a lifetime and would never break. How in heaven any sane person would ever believe that anything could last a lifetime and never break is beyond me. I am sure she must have realized when she bought it that my statements were exaggerated and she certainly should have made allowances for them. She broke the ladder and it's of no use to me. I am certainly not going to give her money back for it.

The Plaintiff, Mrs. Berger, is suing the Defendant, Mr. Bonen, for damages she suffered when using a product sold her by the Defendant.

PLAINTIFF: MRS. BERGER

I telephoned Mr. Bonen's grocery store and ordered a pint of oysters. I told him I didn't care what kind they were as long as they were good. The next day, the delivery boy came with the oysters. That night as I was preparing an oyster stew and tasting it for seasoning, I swallowed a sharp oyster shell. I had to have an operation to remove the shell and I want Mr. Bonen to pay for my operation since I relied on his judgment in picking out a good brand of oysters.

DEFENDANT: MR. BONEN

How in the world would I ever know that there might be a shell in the can of oysters I sold this lady, and how did she rely on my judgment? She didn't tell me to pick out any particular brand or quality. Even if she had, I still had no way of knowing that there might be a shell in one of the cans of oysters. I don't see how I can be held responsible.

## CASE #46

The Plaintiff, Mrs. Bess, is suing the Defendant, Mr. Klauss, for damages to her little girl caused by Mr. Klauss's dog.

PLAINTIFF: MRS. BESS

My little Sarah Lee, who is incidentally only four years old, went to Mr. Klauss's store to buy candy. When she went into the store, she found Mr. Klauss's great big German Shepherd dog there. Now Sarah Lee loves dogs and so she started to play with him. While she was playing with the dog, he bit her. I am now suing for medical expenses and damages.

DEFENDANT: MR. KLAUSS

I don't know what this woman considers playing, but this little girl climbed up on my dog's back and pulled his ears. That's when the dog bit her. By climbing up on the dog's back, she was committing a trespass against the dog, because she had no right being there and furthermore, by teasing my dog, she was guilty of contributory negligence. I'm sure she can't collect anything.

The Plaintiff, Mr. Stuart, is suing the Defendant, Mr. Freeman, for damages to his home.

PLAINTIFF: MR. STUART

I bought my house from Mr. Freeman. After living in it for about two years, I discovered the whole basement and foundation was full of termites and they had eaten away half the beams in the basement. It cost me over \$1,500 to have those beams replaced. Now, Mr. Freeman knew at the time I bought the house that the termites were there and he deliberately concealed the fact. Therefore, I hold him liable for any damage done by those termites.

DEFENDANT: MR. FREEMAN

I can't for the life of me see where Mr. Stuart has a case. He had every opportunity in the world to examine the house before he bought it. I didn't tell him that the house was free from termites...in fact, he didn't even ask me about any termites. I didn't conceal anything material to the transaction and thereby cannot be held liable for damages discovered two years later.

## CASE #48

The Plaintiff, Mr. Black, is suing the Defendant, Mr. Stone, for damages caused by Mr. Stone.

PLAINTIFF: MR. BLACK

I operate the Black Parking Lot in this city. I have a big sign posted on my entrance. It reads, "All Day Parking \$1.00, Locked Cars Only". This fellow drove his car into my parking lot and parked it carelessly so that it straddled two of my marked spaces and then locked his car. At the end of the day when he came back for the car, he handed me \$1.00 for the parking fee. Now since he occupied two of my parking spaces and prevented me from collecting another \$1.00 from someone else, I told him that he would have to pay \$2.00 for occupying both spaces. He didn't say anything. He just got into his car and put the ignition key in the lock. Well, I wasn't going to let him get out of that lot until he paid me what he owed me, so I reached into the car and turned off the ignition. With that, he got out of the car and beat me up so badly that I required hospitalization and surgery. I think he should pay for my damages.

DEFENDANT: MR. STONE

I paid Mr. Black the fee that he had posted on his sign. He had no right to ask for any more money. He also had no right to take my ignition key out of the car. The car is my property and I have the right to use force in attempting to get back property which has been taken from me.

The Plaintiff, Mr. Burke, is suing the Defendant, Mrs. Burke, to have their marriage annulled.

PLAINTIFF: MR. BURKE

This whole terrible mess started about five years ago. I was a happy, contented bachelor and I used to eat in this little restaurant everyday. My wife, Margaret, worked there as a waitress. Of course, she wasn't my wife then. Well, anyhow, every time I walked in she made sure I got her table. After a while, she started serving me extra desserts and not charging me for them. A little later on, she served me steaks and charged me for something else. As the years passed, we grew quite friendly. One day, out of the clear blue sky, she says, "Let's get married." Well, marriage was the furthest thing from my mind, and I told her so. The next thing I knew, I was flat on my back. She hit me right in the eye. Then she picked me up and told me that if I wasn't at City Hall tomorrow morning at 9 o'clock, she would beat me half to death. To make a long story short, we were married. I've been hiding ever since. Now I want this marriage annulled so I can live in peace again.

DEFENDANT: MRS. BURKE

Sure I beat him up, but after five years of cheating for him and doing his laundry, I expected a little consideration. After all, to keep a girl's hopes up for five years and then just say no, but anyhow we are legally married now. There isn't anything he can do about it. Maybe he could have had me arrested for beating him up, but he certainly can't annul a marriage for something I did before we were married.

#### CASE #50

The Plaintiff, Mrs. Chisholm, is suing the Defendant, Mr. Jordon, for unlawfully entering her home and removing a piano.

PLAINTIFF: MRS. CHISHOLM

I bought a used piano from Mr. Jordon. I signed a contract stating that if I was behind in my payments, that Mr. Jordon could take back the piano. Well, I ran into trouble and I could not make one of the payments. While I was out shopping one day, Mr. Jordon forceably entered my home, without my knowledge, and took back the piano. I claim he did this illegally. I want damages for his unlawful entry into my home.

DEFENDANT: MR. JORDON

What this lady hasn't told you was that in the contract she signed, it stated that if she was behind in her payment, I could at any time enter her home, by force if necessary, to take back the piano. I acted within the scope of our contract and, therefore, I did nothing illegal.

THE VERDICTS

SAMPLE CASE A:

The Supreme Judicial Court of Massachusetts held that it is a well-settled fact that it is the duty of a restaurant to use due care to furnish wholesome food fit to eat, but, there is nothing in the record to show that the injury to Miss Nelson resulted from any failure of duty on the part of Mr. High. The precise cause of the injury was left to conjecture.

DECISION FOR DEFENDANT

SAMPLE CASE B:

The Supreme Court of Vermont held that while ordinarily a person cannot trespass on another's land, entry upon the property of another may be justified by the necessity caused by an emergency situation.

DECISION FOR PLAINTIFF

CASE #1

The Illinois Court of Appeals held that the extravagant terms and other circumstances indicate there was no serious intent to make an offer. Therefore, Mr. Purcell does not have to pay the \$100.

DECISION FOR DEFENDANT

CASE #2

The Mississippi Supreme Court held that even though the cave is 400 feet below the surface, it is still the Plaintiff's land and the Defendant cannot be unjustly enriched by the use of the Plaintiff's land.

DECISION FOR PLAINTIFF

CASE #3

The Court of Appeals, District of Columbia held that since Mr. Carr, while driving the car, was suddenly stricken by an illness which he had no reason to anticipate and which made it impossible for him to control the car, the law does not charge him with negligent driving.

DECISION FOR DEFENDANT

CASE #4

The New York Supreme Court held that the fact that he stood there through the entire ceremony and made no attempt to leave implied consent and the marriage is valid.

DECISION FOR DEFENDANT

THE VERDICTS (CONTINUED)

CASE #5

The New Mexico Supreme Court held that since the Plaintiff was a man of ordinary intelligence and joined and participated in the community, he is estopped by his own conduct from complaining as an afterthought.

---

DECISION FOR DEFENDANT

---

CASE #6

The Supreme Court of Washington held that the use of a bicycle by a minor does not render other members of the family liable for harm caused by the bicycle whether or not negligently used.

---

DECISION FOR DEFENDANT

---

CASE #7

The Massachusetts Supreme Judicial Court held that since the usher had the duty to preserve order within the theater, he was acting in connection with his work when he ousted the Plaintiff and Mr. King is liable for the usher's conduct.

---

DECISION FOR PLAINTIFF

---

CASE #8

The Supreme Court of New York held that money advanced by a wife to her husband from her separate funds is presumed to be a loan and not a gift.

---

DECISION FOR PLAINTIFF

---

CASE #9

The Appellate Court of Ohio held that the money was lost ... and since it was lost, the Plaintiff had title to it against anyone except the original owner. Her detention by the conductor was false imprisonment.

---

DECISION FOR PLAINTIFF

---

CASE #10

The Supreme Court of New York held that so long as the name calling, no matter how objectionable, did not impute a criminal offense, it was not slander without proof of special damages.

---

DECISION FOR DEFENDANT

---

CASE #11

The Appellate Division of the Supreme Court of New York held that the doctrine of substantial performance has no application where there is an intentional, deliberate and willful departure from the contract.

---

DECISION FOR DEFENDANT

---

THE VERDICTS (CONTINUED)

CASE #12

The Supreme Court of Errors of Connecticut held that Mr. Runner could not pass on to Mr. Lee a better title in the tires than he himself had. And when he defaulted, the tires became the property of Mr. Burns, the original seller of the tires.

---

DECISION FOR PLAINTIFF

---

CASE #13

The United States Court of Appeals held that Mrs. Primm was entitled to damages for the insulting intrusion.

---

DECISION FOR PLAINTIFF

---

CASE #14

The Connecticut Supreme Court of Errors held that a landlord owes a duty to his tenants to keep the premises safe from dangerous conditions, the existence of which he has knowledge or ought to have knowledge.

---

DECISION FOR PLAINTIFF

---

CASE #15

The Ohio Court of Appeals held that ordinary newspaper advertisements are not offers to sell, but merely offer to negotiate. They do not constitute a binding agreement to sell to anyone who says he wants to buy the goods offered.

---

DECISION FOR DEFENDANT

---

CASE #16

The Supreme Court of Kansas held that the Plaintiff's consent to fight is not a valid defence by the Defendant.

---

DECISION FOR PLAINTIFF

---

CASE #17

The Washington Supreme Court held that the decedent did not intend to create a trust for the benefit of the cats and the will was valid.

---

DECISION FOR DEFENDANT

---

CASE #18

The California District Court of Appeals held that the overhanging branches constitute a nuisance to the Plaintiff; and these branches may be removed by the Plaintiff to the boundary line.

---

DECISION FOR PLAINTIFF

THE VERDICTS (CONTINUED)

CASE #19

The Georgia Court of Appeals held that the Plaintiff was entitled to a fair compensation for her injuries and fright because the Defendant should have prevented the baboon from escaping.

DECISION FOR PLAINTIFF

---

CASE #20

The Missouri Court of Appeals held that since the Defendant had accepted and read the papers, an obligation arose on his part to pay for them.

DECISION FOR PLAINTIFF

---

CASE #21

The Supreme Court of Illinois held that since the Plaintiff had used the same mascara for twelve years and had paid the clerk before asking if the mascara was harmless, she did not rely on either the clerk's statement or on the writing on the tube in making her purchase.

DECISION FOR DEFENDANT

---

CASE #22

The Supreme Court of Idaho held that since the Defendant would have been liable if she had driven the car herself, hence, the coach was acting for her and in her behalf in driving the car.

DECISION FOR PLAINTIFF

---

CASE #23

The Supreme Judicial Court of Massachusetts held that while the court disapproved of the Defendant's conduct, they could not stop it.

DECISION FOR DEFENDANT

---

CASE #24

The California District Court of Appeal held that the wrongful quality of the Defendant's acts induced harm through their effect on the mind.

DECISION FOR PLAINTIFF

---

CASE #25

The Supreme Court of South Dakota held that even through there was a time limit during which the Plaintiff could accept the offer, the Defendant could revoke his offer at any time prior to the Plaintiff's acceptance.

DECISION FOR DEFENDANT

THE VERDICTS (CONTINUED)

CASE #26

The Supreme Judicial Court of Massachusetts held that a dead man cannot be defamed. The Plaintiff herself was not hurt.

---

DECISION FOR DEFENDANT

CASE #27

The Supreme Court of Kentucky held that while a customer is normally considered to be on the premises of a shopkeeper at the latter's invitation, this invitation extends only to those parts of the store normally designed for customer use.

---

DECISION FOR DEFENDANT

CASE #28

The Alabama Court of Appeals held that the Defendant did not actually have to touch the Plaintiff but since she was placed in apprehension of an offensive touching by him, her claim is valid.

---

DECISION FOR PLAINTIFF

CASE #29

The Court of Appeals of New York held that when the Defendant told the Plaintiff he had sold her installment contract to the Finance Company he had thereby effectively revoked his offer.

---

DECISION FOR DEFENDANT

CASE #30

The Supreme Court of Alabama held that since parents have a right to the services of their minor children, they can recover the reasonable value of these services at law. Furthermore, if they are deprived of the companionship of their children and suffer distress because of it, they are entitled to damages.

---

DECISION FOR PLAINTIFF

CASE #31

The Supreme Court of Mississippi held that to constitute assault and battery, it is not necessary to touch the Plaintiff's body or even his clothing. Snatching anything from the Plaintiff's hand when done in a rude or insolent manner is sufficient.

DECISION FOR PLAINTIFF

THE VERDICTS (CONTINUED)

CASE #32

The Supreme Court of Missouri held that willful failure to disclose his full worth was a material fact in considering the contract. Had the Plaintiff known the Defendant's true worth, she would not have been induced to sign away the valuable rights accruing to her as a widow.

DECISION FOR PLAINTIFF

---

CASE #33

The Supreme Judicial Court of Massachusetts held that since the Defendant had knowledge that valuable improvements were being built on his land and he stood by in silence, knowing that the Plaintiff expected him to pay, his refusal to speak in the face of facts is construed as agreement to pay for the improvements.

DECISION FOR PLAINTIFF

---

CASE #34

City Court of New York held that since the cab driver was put in fear of his life by the gun shoved in his back, he could not be expected to act as an ordinary prudent man and he cannot be held responsible for an act which was prompted by the obvious peril in which he was placed.

DECISION FOR DEFENDANT

---

CASE #35

The Supreme Court of Minnesota held that Mrs. Knight's conduct was malicious and that she did not really want to go into business herself but did so just to destroy Mrs. Polly's business.

DECISION FOR PLAINTIFF

---

CASE #36

The Supreme Court of Oregon held that it was part of Miss Pound's duties as a hotel employee to turn over anything left by a guest to the management. The management was bound in law to hold the money and the chamber maid had no title or interest in it.

DECISION FOR DEFENDANT

---

CASE #37

The Supreme Court of California held that the Defendant, Mr. Barbe, could cancel the gift to the Plaintiff because he was fraudulently induced to make the gift by the secret agreement between Miss Earl and Smith's Fur Shop.

DECISION FOR DEFENDANT

THE VERDICTS (CONTINUED)

CASE #38

The Supreme Court of Missouri held that an invited guest must accept or assume the risks of the ordinary faults and omissions on the premises and in the management of a household.

---

DECISION FOR DEFENDANT

---

CASE #39

The Supreme Court of South Carolina held that since the pressure cooker could have exploded within one year the Defendant's oral guarantee was binding on him.

---

DECISION FOR PLAINTIFF

---

CASE #40

The Supreme Court of New York held that the first time the Defendant gave up possession of the dress she lost her right to hold it for payment.

---

DECISION FOR PLAINTIFF

---

CASE #41

The Supreme Court of Mississippi held that the salesman was on company business and that this type of conduct may have been his way of effectuating a sale. Therefore, the sewing machine company is liable.

---

DECISION FOR PLAINTIFF

---

CASE #42

The Supreme Court of Georgia held that a malicious use of property is in every case unlawful and a property owner cannot use his land in an unlawful manner.

---

DECISION FOR PLAINTIFF

---

CASE #43

The Supreme Court of North Carolina held that since there was nothing shown to indicate that the bull was vicious and dangerous the owner of the animal was not liable.

---

DECISION FOR DEFENDANT

---

CASE #44

The Florida Supreme Court held that while in the usual case, a seller is liable for his false statements, the Plaintiff could not sue the seller for fraud basing her claims on statements that were obvious exaggerations and falsehoods. It was not reasonable for her to believe that she could "never break it" or that it would "last a lifetime."

---

DECISION FOR DEFENDANT

THE VERDICTS (CONTINUED)

CASE #45

The Supreme Court of Pennsylvania held that in the case of the sale of food items to be put to immediate use by the buyer, the buyer does rely on the seller's skill and judgment even though the buyer does not relate this fact to the seller.

DECISION FOR PLAINTIFF

---

CASE #46

The Supreme Court of the State of New Hampshire held that the little girl was too young to be guilty of contributory negligence and since the dog was not hurt in any way, there was no trespass.

DECISION FOR PLAINTIFF

---

CASE #47

The Supreme Judicial Court of Massachusetts held that there was no duty of Mr. Freeman to reveal the presence of termites to Mr. Stuart, since Mr. Stuart could have found this defect for himself on inspection.

DECISION FOR DEFENDANT

---

CASE #48

The Second District Court of Appeal of California held that Mr. Black was in lawful possession of the car until the full parking charges were paid. While Stone had an eventual right to take his car, this did not entitle him to use force to take control of the car from Mr. Black.

DECISION FOR PLAINTIFF

---

CASE #49

The Supreme Court of Washington held that a marriage procured by force or threat of force may be voided by the injured party and thus could be annulled.

DECISION FOR PLAINTIFF

---

CASE #50

The Iowa Supreme Court held that although the contract permitted the Defendant to act as he did the provision in the contract was against public policy and therefore void. The Defendant cannot do an illegal act even though it says he can in the contract.

DECISION FOR PLAINTIFF