

Business Law [Class canceled on 9/21/10 and 11/23]

Local Courts	Specialty Courts	Main 3 Tier Systems
<p>County Courts</p> <ul style="list-style-type: none"> -one in every county -felony, criminal trials -the vast majority of work done is on people who are involved in big time crimes -limited civil jurisdiction -if someone wants to appeal from local courts, it goes to county courts. To appeal, have to pay for transcript at a local proceeding 	<p>Court of Claims</p> <ul style="list-style-type: none"> -involves claims against the State -this is a throwback to the sovereign immunity back in the days. Cannot sue the King. 	<p>Court of Appeals</p> <ul style="list-style-type: none"> -if a claim gets to this level, it becomes state wide -highest court in the State system -panel of judges -the appeal are not new trials when appealing to the next courts -the court of appeals only decides on questions of law -every dog in New York is entitled to one bite lol
<p>City Courts</p> <ul style="list-style-type: none"> -To be a judge in the city court, you need to be a licensed attorney (goes for all the rest of the courts) -the jurisdiction of the city courts is similar to village courts. -biggest volume are traffic matters -same kind of things that the town and village courts -bump city courts to \$5000 -bring up the claim in the resident of the defendant -jurisdiction is county wide. Claims do not have to do anything with the city itself. 	<p>Surrogate's Court</p> <ul style="list-style-type: none"> -one in every town -wills and estates -handles the affairs of people who die -a general rule that is serene kind of place -paper work for how you want your stuff to be handled when you're dead goes to this court -jurisdiction over adoption and guardianship 	<p>Appellate Division</p> <ul style="list-style-type: none"> -intermediate level court in the New York State court system -hears appeals from Supreme Court of New York, Family court, Surrogate's Court, and other lower courts -laws are different in different parts of a State -motor vehicle will pay for medical, hospital, and car damage, not the person who damaged the vehicle.

<p>Village and Town Courts</p> <ul style="list-style-type: none"> -People in the village get a village and a county tax. -Traffic tickets: highest volume of business in the village/town courts *Summary Proceedings (Eviction Proceeding) *Jurisdiction = Authority (Subject Matter Jurisdiction and Personal Jurisdiction - The Defendant comes into play) *Venue = Location -Misdemeanor (Lower Level Crime) occurs within the borders of the town [Traffic Level Only] -Felony (Major Crime) convicted of DWI more than twice -Aggravated DWI (Convicted with 0.18 VAC) stays in criminal records for the rest of one's life -Speeding tickets do not show on the criminal records -Limited civil jurisdiction (involving money and property) -Do not need to have any legal backgrounds to be in village court - Small claim court is a simplified procedure that is used in village and city court. Not an actual court -Bump it up in \$3000 	<p>Family Courts</p> <ul style="list-style-type: none"> -one in every county -more than one judge -not a fun place to be, tension pact court -jurisdiction over custody, visitation, child support, juvenile delinquency maps, Persons in need of supervision, juvenile, child abuse and neglect, termination of criminal rights, family offenses (domestic violence), paternity matters, adoption 	<p>Supreme Court (State Supreme Court, not Washington D.C.)</p> <ul style="list-style-type: none"> -handles divorce -one in every county -the main trial level court for civil lawsuits -general unlimited jurisdiction
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Introductory Contract Material

- Contract is a binding agreement: one that creates enforceable rights and obligations
 - Elements of a Contract: these are the things you need to prove to agree to the contract
1. An agreement (Offer + Acceptance = Contract)
 2. Component Pardons: Minors
 3. Genuine assent: Mistake, fraud, duress, undo in frauds
 4. Consideration (Something for something)
 5. Lawful Objective vs. Illegal agreements
 6. Form required by law if any (Statutes of frauds)

Party to the Contract—Anderson and Baker

The Parties are the people who make the agreement or have the contract between them

Privity of Contract: Contractual relationship between the parties

People who are not in privity of contract in a two party agreement can file claims

- The person who owns the policy is the insurer

Three Kinds of Contracts

Valid: Legally binding and enforcement

Void: An agreement that has no legal effect, it is not enforceable by either party

Voidable: Is perfectly valid on its face. But it is one that the law allows certain kind of people to get out of because of some unusual circumstances. (ex. Contract made by a minor can be voidable. They can change their mind)

Avoid = Rescind = Back out of = Disaffirm ← they all mean the same thing

Contract Theories

Express Contract: The parties explicitly agree on all fundamental terms. Can be oral or can be written. Oral contract is just as binding as a written contract. Written contract is better because there is proof.

Implied Contract: The parties make a binding and enforcing agree however parties do not explicitly agree on all fundamental terms. The agreement is implied from the acts or conduct of the party.

Quasi Contract: Does not actually involve a contract at all. There is no agreement. Is a theory that you use when you don't have an Express Contract claim or Implied Contract you can make. Use to prevent unjust enrichment. To make one side carry out their end of the bargain (Page 276 example, page 282 #9, page 276 #9)

*You can sue more than one person in the lawsuit in NEW YORK

Offer + Acceptance = Contract : Offeror → Offeree

-An offer is a proposed contract. All the detail is in the offer

An offer made in jest is not a valid offer

•Invitation to negotiate: concerns some sort of advertisement. Most advertisements are not meant to offer

Ex. If an ad says an LCD TV for \$49.99 on sale, 20 in stock store opens at 7:00am, it is an example of an advertisement that is trying to sell/offer

Incorporation by Reference: refers to reciting a certain document in your contract and making it part of your contract

Communication: One cannot collect the offer unless one knows of the offer through communication. Contracts are made by mutual agreements

Termination of Offers

1. Revocation (By Offeror)

•Withdraw of the offer: when the offerors withdraw the offer. Offeror makes the offer, thinks about, says never mind I'm taking it back. Offeror may revoke the offer prior to its acceptance.

2. Rejection (By Offeree)

•When the offeree says NO! The offeree says NO to the offer and the offer poof! You cannot change your mind once you say NO. There is no rebound line.

3. Counteroffer (By Offeree)

•Any modification of the original offer is likely going be a counteroffer. Anytime counteroffers look like an acceptance with some sort of an "and", "or", or an "if" attached. Looks like an offer with some other conditions attached.