

BLAW- 8/28/13 Midterm concluded two weeks before test-review class. 50 questions
MIDTERM OCT 23rd same room 5:45-8:30 multiple choice, t/f
FINAL DEC 18th review on Dec 4th. No class Dec 11th (not cumulative)

NY Court Systems:

NY Supreme Court, Court of Appeal, District Courts (Bankruptcy courts)

NOT Getting Quizzed On!

Common Law- English law. (Except Louisiana- doesn't have common law)

-Statutes passed by congress

-Case Law

-State can't pass laws that restricts the federal gov (minimum wage can't be less than fed law)

-Federal Law always top the state laws

TORTS: a civil wrong! A wrong that injures a person or property ***can a sue b? YES
you can always sue someone***

-Negligent tort- didn't mean too

-Intentional tort- meant too

- Something can be an intentional tort and a crime

Damages-

-Compensatory: you will be compensated

-Punitive damages- designed to punish people (cigarettes)

-Liquidated Damages- the parties agree what the damages will be if one of the parties breaches the contract.

Burden of Proof-fair preponderance (more) of evidence, must prove to prevail

-Breach of Contract

-Each party can request a jury

Venue- where you sue. Must have some connection to the state

-what is involved and the place you want to sue

-got hurt in florida by a man from Hawaii= can sue in NY, FL, Hawaii

Criminal Law- much higher burden of proof, must prove something past the reasonable doubt. Must be brought up by the government

-Any case will always go to federal court if it has a chance too

-Different burden of Proof different results. Higher in criminal case

- Beyond the reasonable doubt

Civil Law- fair preponderance of the evidence

Defamation-say something untrue about someone else,

Libel- a written untrue statement

Slander- speak an untrue statement about someone

-Defenses: Opinion and?

***Employment Law:** Employee at will; employee can be fired for any reason.

-Exceptions: can't be fired for race, religion, national origin, sex, color of their skin, age

Statue of Limitations- governs how long you have to sue someone

-Negligence Case= 3 years to sue (car accident)

-Breach of Contract= 6 Years

-No statue of limitations for murder!

Family Law: (divorce, child support)

-Never get a Jury, not intitled, everything is decided by the judge

-If you can not afford a lawyer, they will get you one since it is a right

-Can be charged in family court and in criminal court (abusing a child)

-Crimes involving kids, under 16

-Except for murder; as young as 14 may be charged as an adult

-plaintiff- brings up the lawsuit

-defendant- sued in a lawsuit

9/11/13

Chapter 13-pg 285:

-Contract- a voluntary agreement that is binding upon the parties.

-**Offeror-** the person who makes the offer (master)

-**Offeree-** the person who the offer is made too

-Can be written or oral

-*Express Contracts: 95%, the parties have agreed to all the specific terms. May be Oral or written.

-Implied Contracts: based on the behavior of the parties; to see if there is an agreement

-*Executed Contracts: where all of the acts of the contract have been done. Everything required has been completed.

-*Executory Contract: all of the things required by the contracts have not been completed. One party still has to fulfill the contract.

-*Unilateral Contract: the offeror is seeking performance from the offeree. (I will do this if you do this) Promise for an act!

- Wants the offeree to do something first.
- I will give you \$1000 if you bring back my dog
- Used to be able to revoke until the performance was completed.
- Now you must give someone a reasonable amount of time to perform first

-*Bilateral Contract: (majority of contracts) the offeror is looking for a promise from the offeree. Promise for a Promise! 90% of contracts are Bilateral

-Ex: I will sell you my bike in exchange for your promise to pay me \$200.

-*Quasi Contract: the parties have not reached an agreement, designed to end up with a fair result. Implied by the law.

- Trying to avoid unjust enrichment.
- Someone has to get something that they aren't entitled too.
- There is no promise, the court acts to prevent an injustice

CONTRACTS:

-Subject to state and federal law. Must be legal. Cannot violate any pre-existing laws

-1) Offer: first step; reflects a parties present intention to enter into a contract. (Must be reasonable)

- The offeror must communicate the offer to the offeree.
- Only someone that the offer is extended to can accept it.
- The offeror is the master of the offer. They can set all the terms.
- You can only accept an offer that you are aware of.

-Ending the Offer:

- If the offeree rejects the offer, that offer is ended.
- A counter offer ends the offer (Must offer something else), then you can no longer accept the previous offer.
- anytime one of the members of the party changes the terms, it ends the offer.
- Death terminates the offer.
- Offeror can end it with their words
- Lapse of time terminates an offer. An offer stops being valid if not accepted after a reasonable amount of time. (no certain time)
- If something becomes illegal after you have made an offer, that voids the offer.

-*Option Contract- Pay now for the right to do something at a later date.

-Breeched the Contract: violated the contract within the time period.

-Damages: happen when someone breeches a contract.

-Revoked: can be revoked at anytime until it is accepted; by words or conduct.