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SAMPLES OF THE ACTUAL OUTLINES FOR SALE AT
ZIPP TO COURT!

THE FOLLOWING PAGES ARE THE FIRST COUPLE OF ACTUAL PAGES OF JUST ONE OF THE CRIMINAL LAW, PROPERTY II, TORTS, CONTRACTS, AND CIVIL PROCEDURE OUTLINES. REMEMBER WE ALL LEARN DIFFERENTLY AND EACH PROFESSOR TEACHES DIFFERENTLY. THIS IS WHY I FOUND SUCCESS IN LAW SCHOOL THROUGH GATHERING OUTLINES ON THE SAME SUBJECT NOT JUST FROM OTHER STUDENTS AT MY LAW SCHOOL, BUT FROM STUDENTS ALL OVER THE NATION TAKING THE SAME CLASS. SURE PROFESSORS VARY, AND ELITIST LAW SCHOOLS FROWN UPON THOSE OF US WHO WERE NOT BORN WITH SILVER SPOONS IN OUR MOUTHS, BUT IF YOU ARE GOING TO AN ABA ACCREDITED LAW SCHOOL, YOU ARE GOING TO TAKE THE SAME BAR EXAM. THEREFORE, YOU ARE LIKELY USING THE SAME TEXT BOOK AND COVERING THE SAME MATERIAL.

AN OUTLINE IS JUST A STUDY TOOL, AND NOTHING MORE. THIS IS WHY I HAVE BATCHED NUMEROUS OUTLINES ON THE SAME SUBJECT FOR A LOW PRICE. IT CANNOT HURT YOU TO BE AS BEST PREPARED AS POSSIBLE. I SUBMIT THE BEST WAY TO ENHANCE YOUR CHANCES OF SUCCESS IS TO HAVE AS MANY INTERPRETATIONS AND STYLES AS YOU CAN.

THE FOLLOWING SAMPLE OUTLINE IS OF JUST ONE OF
THE CRIMINAL LAW OUTLINES

IN THIS SAMPLE OUTLINE: YOU ARE VIEWING ONLY THE FIRST 2 OF 33 PAGES

Criminal Law Outline

I. Introductory Materials

a. The Nature of Criminal Law and Its Structure

- i. Fear, Pain and Bubble gum: Facts: Fraternity brother (constin) and two pledges Ike and Ed. Going through “hell week”, asked for strawberry bubble gum, run to provide the gum to the brother. Ike is liable for theft under the MPC because he took the gum without permission from the shop keeper. Ed is not liable for any damage done to car or gum b/c he got the store manager and if had not damaged the car there would have been greater harm to him. Frat brother liable for battery or assault b/c Consent: Ike says thank you, consented to paddling, putting himself in this position. Deterrent law part of law, doesn’t count because want to stop the problem.

- ii. Blameworthiness: An act or omission and its accompanying state of mind, which if duly proven to have taken place, will incur a formal and solemn pronouncement of the moral condemnation of the community.
 1. Culpability requirement: Bring about a prohibited harm or evil, even wrongfully, is not in self sufficient for criminal liability must have the criminal state of mind.
 2. Consent as a defense does not work in criminal law, only if consent meant there was no harm done.
- iii. Sources of Criminal Law
 1. Anglo-American Criminal Law
 - a. English common law: rules came from the bench, judges invented the law
 - b. Disadvantages: potential for discrimination from judge’s b/c of family, religion, race and status. Became a statute based system by the legislation.
 2. American Common law
 - a. Courts, defined, refined and developed criminal law
 - b. Criminal Code reform
 - i. Federal code is not
 - c. Model Penal Code
 - i. States have based their statutes on it. Illinois has own statutes slightly different but modeled on penal code.
 3. Criminal code reform
 4. Model Penal Code: The American law institute, which drafted the Code, is a non-governmental broad-based highly regard group of lawyers, judges, professors, and others who undertake research and drafting projects designed to bring rationality and enlightenment to American Law.
- iv. 3-Part Problem-solving Methodology
 1. Offense: does the actor’s conduct meet elements of the offense?
 2. Defense: conditions under which actor acquitted even if satisfies elements of offense
 3. Imputation: actor held liable even if fails to satisfy elements of an offense. Intoxicated, must criminal offenses happen, social policy if you are drunk you may not be able to form criminal intent, however responsible we will repute the necessary culpability of the situation.

b. The Legality Principle

- i. Case of Ray Brent Marsh: Crematorium not following regulations, machine broke so started burying bodies in the woods. Georgia law is too broad for him to be tried in b/c of the intent to deface bodies. Under MPC could only be charged for taking people’s money not abuse of corpse.

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- ii. No crime or punishment without law.
- iii. Doctrines
 1. Void of Vagueness: sufficient warning that men may conform their conduct so as to avoid the forbidden action. A common law offense that is incorporated into a code by reference without a definition of its elements is likely to be void for vagueness.
 2. Rule of Strict Construction: directs that an ambiguity in a penal statute be resolved against the state and in favor of the defendant.
 3. to invalidate laws that criminalize prior, lawful behavior and those that aggravate the punishment for a crime to a level greater than when the crime was committed or apply a harsher penalty than when the crime was committed.
- iv. Virtues
 - Procedural Fairness
 - Avoids over-deterrence
 - Increases uniformity in adjudication
 - Reduces abuse of discretion
 - Legislative branch controls criminality decisions
- v. Vices
 - Inflexibility
 - Promotion of technicalities
 - Excludes moral or normative judgments of society
 - Reduces discretion to police and judiciary

END OF SAMPLE

To Court

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THE FOLLOWING SAMPLE OUTLINE IS OF JUST ONE OF THE PROPERTY OUTLINES

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PROPERTY II

SERVITUDES

Current interest in land owned by someone else

- Servient land and dominant parcel

PROS: Reasons for allowing servitudes

- Land use becomes increasingly diversified there is an increased demand for restrictions
- Effectuate parties intent (freedom of contract)

CONS: Reasons we are suspicious of servitudes

- Avoid restraints on alienation
- Avoid restraints on development
- Difficult insuring appropriate notice
- Perceived unfairness of binding parties other than the original promisor and promisee

I. **EASEMENTS:** the grant of a non-possessory property interest that entitles its holder to some form of use or enjoyment of another’s land

A. **Affirmative Easement**—the right to go onto and do something on servient land (i.e., privilege to lay utility lines, easement giving holder a right of way across another’s land, shared water rights)—**runs with both the dominant and servient land**

- i. **Grant**—an easement to endure for more than one year must be in a writing that complies with the formal elements of a deed (deed of easement; grant of a non-possessory property interest)

Willard v. First Church of Christ (1972): first deed conveyed property subject to an easement for church parking to run with the land so long as the easement was used for church purposes; second deed did not contain easement; purchaser wants to quiet title against church. Held, common law rule no longer applies; now **an owner may, when granting property to a second party, reserve an easement in a third party**; the primary purpose of the court is to carry out the will of the grantor.

- i. **Prescription**—easement acquired by satisfying the elements of adverse possession

1. Continuous use for the given statutory period
 2. Open and notorious use
 3. Actual use
 4. Hostile use (without servient owner’s permission)
- ii. Estoppel— will apply to bar revocation of a license when the licensee has invested substantial money or labor or both in reasonable reliance on the licensee’s continuation

Holbrook v. Taylor (1976): π has allowed Δ to use road across his land to access another property where he is building a house; fallout occurs over land rights and π erects a barrier across the road. Held, **an easement can be established by estoppel where a licensee erects a structure or acquires an interest in land similar to an easement by virtue of a license.** Can be established even with property owner’s permission and need not be adverse. (This type of easement is not barred by Statute of Frauds because the improvements themselves are considered evidence of the existence of the easement)

- iii. Implication—easement implied from existing use
1. Previous use was apparent
 2. Parties expected that the use would survive division because it is reasonably necessary to the dominant land’s use and enjoyment

Van Sandt v. Royster (1938): sewer pipes ran across what used to be one plot of land now divided into multiple plots; piped burst on π s property and π sues to enjoin use of pipes on his land. Held, when one part of a single parcel of land is used to the benefit of another part, it creates a quasi-easement; **an implied easement arises where the prior use was or might have been known of by the parties and it is reasonably necessary to the use of the land such that the parties can be assumed to have contemplated its continuance.**

- iv. Necessity—land locked setting; easement of right of way will be implied of necessity if grantor conveys a portion of his land with no way out except over some part of grantor’s remaining land.

Othen v. Rosier (1950): π s plot of land is landlocked by Δ s land, although a roadway (that has existed since the plots were one) connects the two; π sues for easement of necessity along the roadway. Held, **easement by implied reservation create when (1) there was unity of ownership (2) easement is a necessity and not a convenience (3) the necessity existed at the time the estates were severed.** At the time of division this roadway was a convenience so no easement by necessity can be implied (and no prescription because not adverse).

- B. **Negative Easement**—entitles its holder to compel the servient owner to refrain from doing something that would otherwise be permissible;

- i. At law can only be created expressly in assigned writing (no natural or automatic right to negative easement);
 1. in equity there may be estoppel
- ii. recognized in four categories (light, air, support, water flow)
- iii. no vertical privity required for burden to run with the land

C. Scope of Easement:

- i. Transferability:
 1. Appurtenant—(when it benefits its holder in his physical use or enjoyment of *his* property; when two parcels of land are involved) passes automatically with the dominant tenement regardless of whether it is mentioned in the conveyance
 2. Easement in gross—(gives holder only a personal or commercial gain that is not related to his use and enjoyment of *his* land; no dominant tenement) not transferable unless it is for commercial purposes
- ii. Extension:

Brown v. Voss (1986): easement existed between parcel A (servient) and parcel B (dominant); B built house half on B and half on parcel C and started using easement to serve both properties. Held, **if an easement benefits a parcel of land, any extension of the easement to another parcel is a misuse of the easement.** (damages set at \$1 for trespass; injunction not granted because deference to trial court) **do we want to talk about the significance of the court sitting in equity?**

- iii. Termination: writing, abandonment, prescription, estoppel, merger of the dominant and servient estates, conveyance of the servient estate to a bona fide purchaser without notice, end of the necessity

II. LICENSE- mere privilege to enter another’s land for some delineated purpose

- A. Not subject to the Statute of Frauds
- B. Freely revocable at the will of the licensor unless estoppel applies to bar revocation
 - i. Oral easement creates a freely revocable license
 - ii. Estoppel will apply to bar revocation but only when the licensee has invested substantial money or labor or both in reasonable reliance on the license’s continuation

III. THE PROFIT

- A. Entitles it’s holder to enter servient land and take from it the soil or some substance of the soil (timber, minerals, oil)
- B. Profits share all of the rules of easements

Covenant or Equitable Servitude?— Construe based on relief

- if π wants money damages you must construe the promise as a covenant (covenant is legal device which takes its remedies at law);
- if π wants to enjoin then its an equitable servitude

Tulk v. Moxhay (KB 1848): covenant to maintain land as a garden and not build any structure; subsequent purchaser’s deed did not contain the covenant and he asserted right to build even though he knew of the original covenant. Held, **if a covenant is attached to property, no one with notice of that covenant can purchase the property and not be bound by covenant.** A covenant which is not enforceable at law is enforceable as an equitable servitude in equity.

- POLICY:
 - Price of land reflects burdens; Δ paid burdened price so he gets burdened land
 - If covenants can be rendered null, owners will be more hesitant to sell
 - Surrounding land can be burdened by unenforced covenant

END OF SAMPLE



THE FOLLOWING SAMPLE OUTLINE IS OF JUST ONE OF THE TORTS OUTLINES

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TORTS

▶ I. INTENTIONAL TORTS

A. **Battery** – The intentional infliction of a harmful or offensive contact with the P. *State of mind*

⊙1. **Requirements:**

A) **Act** by D (volitional movement-not unconscious, reflexive)

B) **Intent** - Act must be intentional

1) The D must not only intend to act; she must:

a. act *for the purpose* of inflicting a harmful or offensive contact on the P,

b. **or** realize that such a contact is *substantially certain* to occur. *Garrat*

2) Purpose of requirement is to confine intentional tort liability to cases in which the D acts with a higher level of culpability than mere carelessness.

3) Actor can possess tortious intent even though she bears the victim no ill will. There is a fundamental value placed on physical self-determination, Ds can be held liable even if their motives are pure and their contact beneficial.

4) Motives are immaterial

5) **Transferred Intent** – Actor tries to batter one person and actually causes a harmful or offensive contact to another. In the situation, the tortious intent transfers from the intended target to the individual actually battered. If the D intends to commit another common law tort and ends up battering someone, transferred intent is used to charge him with battery.

Rationale: Tortfeasor’s act is just as culpable when her aim is good or bad. It

would be unconscionable if she were exonerated just because she hit the wrong person.

C) **Harmful or Offensive Touching** - Intended contact must be either harmful or offensive to the victim

1) **Bodily Harm** – Any physical impairment of the condition of another’s body, or physical pain or illness.

2) **Offensive contact** – A contact is offensive if it offends a reasonable sense of personal dignity. Under this test, contact is offensive if a

Note: No tangible harm is required for *intentional torts*. Only required in *negligence*. Harm is used as a sorting device

reasonable person would find the particular contact offensive.
(hyperinsensitivity insufficient)

Rationale:

- a. Distinguish between common, socially accepted contacts and actionable batteries.
- b. Standards provide a way of determining whether or not a contact is permissible.

D) **Causation** - Act must cause a contact with the victim or something closely associated with the P.

- 1) An actor is liable, regardless of whether she uses her fist, a nightsticks, or car to cause the contact, if it is intended to cause a harmful or offensive contact to the victim. D need not actually touch the P. If he touches her with a pole or stretches a wire across the sidewalk, this will be sufficient to meet the requirement.
- 2) Also extended to objects intimately associated with the victim’s body. Ie. Pulling coat lapels, knocking off a hat.

☼2. When one commits a battery, she is liable for the consequences of the battery, regardless of whether or not the harm was intended. “the wrongdoer is liable for all injuries resulting directly from the wrongful act, whether or not they could or could not have been foreseen.”

☼3. **POLICY:** Discourages wrongful contact and violent retaliation. Protects right to be free from unwanted bodily contact.

B. **Assault** – An actor is subject to liability for assault if 1) he acts intending to cause a harmful or offensive contact with the person of the other or a third person, or an *imminent* apprehension (perception or anticipation of a blow) of such a contact, and 2) the other is thereby put in such *imminent* apprehension. Fear is not required!

☼1. **Requirements:**

A) **Act** by D (volitional movement-not unconscious, reflexive)

1) **The “Mere Words” Problem**

- a. Requirement that the victim anticipate imminent battery has led many courts to hold that mere words alone cannot constitute an assault, because they do not sufficiently show the D’s purpose to immediately batter the victim.
- b. D must go beyond mere words to commit a threatening act. This is meant to distinguish between bluster and real aggression.
- c. According to the Second Restatements of Torts, words do not make the actor liable for assault *unless together with other acts or circumstances* they put the other in reasonable apprehension of an imminent harmful or offensive contact with this person. However, courts may allow recovery based on the words and surrounding circumstances alone, if those circumstances are compelling enough.

B) **Intent** - D must act with intent

1). The D must act:

- a. *with the purpose* to cause apprehension of a contact,

b. **or** with the *substantial certainty* that the apprehension will result.

2) Transferred intent

C) **Apprehension** - D must place the victim in *reasonable* apprehension of an *imminent* harmful or offensive contact or to make such a contact. Apparent ability is sufficient. (Whether or not the aggressor is in fact able to make the threatened contact is not relevant for assault)

END OF SAMPLE



THE FOLLOWING SAMPLE OUTLINE IS OF JUST ONE OF THE CONTRACTS OUTLINES

IN THIS OUTLINE: YOU ARE VIEWING ONLY THE FIRST 2 OF 28 PAGES

I. FINDING THE LAW OF CONTRACTS

A. PAROL EVIDENCE RULE:

1. Integrated writing requirement: writing constitutes a **final expression** of the terms that are contained in the writing.

a. Whether or not a writing is integrated is a **factual question** for the court.

2. Completely and Partially Integrated Agreements:

a. **Complete Integration:** agreement that is **full and final expression** of all agreed upon terms.

1) **Cant** introduce **consistent additional terms** to **explain** the agreement and **cant** introduce evidence to **contradict** a term of the writing.

a) **Must be clear and unambiguous.**

b. **Partial Integration: final** (cant back out) agreement but **not a full expression** of all terms.

1) **Can** introduce **consistent additional terms** to **explain** the agreement **but cant** introduce evidence to **contradict** a term of the writing.

a) **Ambiguity must be present** to constitute partial integration.

b) **Explained: By course of dealing or trade usage or by course of performance.**

3. Test to Apply: how to find an integration

a. **No plain meaning from 4 corners of document:** ambiguous and PER is admitted.

1) If agreement is **plain and unambiguous** on 4 corners than meaning must be determined **without any extrinsic evidence.**

b. **How to determine if complete or partial integration:**

1) Look at **parties intent:** determines complete or partial integration.

2) **Extrinsic evidence:** allowed to determine if complete or partial integration.

c. **Trade usage and course of dealing:** may be used to **contradict plain meaning** of words.

1. Gianni v. R. Russel & Co.

F: P claimed D had given him exclusive right to sell soda but it wasn’t in the writing.

ROL: If parties intend writing to have **complete agreements:** all **prior** written and oral agreements won’t be admitted.

2. Masterson v. Sine

F: P transferred property to D with an option to repurchase but didn’t say for how much.

ROL: 1. PER wont exclude evidence used **solely to clarify the writing.**

2. Collateral Agreements Rule: parties may enter into separate transactions from the original that doesn’t have to be in writing.

4. Merger Clause:

- a. **Complete integration:** all essential elements of agreement are in the writing.
 - 1) Both parties have **agreed** what in there is it.
- b. Excludes **earlier evidence of agreement** but not later evidence of **later agreement**.

5. Situation Where PER doesn’t apply: **Prior or contemporaneous** agreements and negotiations **are admissible** to establish:

- a. Writing is or isn’t an **integrated agreement**;
- b. Integrated agreement is **completely or partially integrated**;
- c. **Meaning of the writing.**
- d. **Invalidating cause:** Illegality, fraud, duress, mistake, lack of consideration.
- e. **Remedy:** grounds for granting or denying rescission, reformation, specific performance.
- f. Agreement was subject to **oral condition precedent**
- g. Establish a **collateral agreement** (separate transaction) between the parties.

6. Parole Evidence Rule (UCC 2-202): terms in the writing intended as a **final expression** of their agreement:

- a. **Can’t be contradicted** by evidence of any prior or contemporaneous agreement.
- b. **Can be explained or supplemented:**
 - 1) Even if **complete integration** (unlike common law).
 - 2) By **course of dealing or trade usage or by course of performance**.

7. No Oral Modification Clauses:

- a. **Rule:** agreement can’t be modified unless both parties agree **in writing**.
 - 1) Courts **reluctant to enforce** clauses because both parties will often ignore and agree to something orally.
- b. **Common Law: 2 doctrines to get around NOMC.**
 - 1) **Waiver:** voluntary **relinquishment** of a known legal right (both agree).
 - 2) **Estoppel:** person **relies** on oral modification.
- c. **UCC 2-209: Waiver:**
 - 1) **Waiver:** Oral attempt at **modification** can operate as a waiver.
 - 2) A party who has made a waiver may **retract the waiver** by: **Reasonable notification** that **strict performance** will be required of any term waived.
 - a) **Unless** retraction would be **unjust** in view of a material change of position in **reliance on the waver**.

B. INTERPRETATION:

1. 3 Views:

- a. **Subjective Theory of Contracts:**
 - 1) What **each party individually intended** at time the contract was made.
 - 2) **Rule:** if both parties have **different intentions**, then no meeting of the minds and **no contract**.
 - 3) **Criticism:** hard to find a contract because are often misunderstandings.

END OF SAMPLE

THE FOLLOWING SAMPLE OUTLINE IS OF JUST ONE OF THE CIVIL PROCEDURE LAW OUTLINES

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CIVIL PROCEDURE

A. Starting the Case

1. Draft the complaint– copy must be filed with the court – FRCP 3
 - a. FRCP 8 – elements of the complaint/rules of pleading/form of complaint
 - b. FRDP 11 – complaint must be well-grounded in fact or supported by plausible legal argument; sanctions on lawyer
2. Notice to D – FRCP 4
 - a. Inexpensive method – waiver of service – FRCP 4(d)
3. Summons and complaint must be “served” on D – FRCP 4 (if no waiver given)
 - a. Service on individual – FRCP 4(e)
 - b. Service on corporation – FRCP 4(h)(1)

B. The Response from D

1. Pre-Answer Motion – takes no position of truth or falsity of the complaint; requests for the court to do something
 - a. FRCP 12 – all rule 12 motions must be made at the same time, except as in 12(h)(2); failure to include a defense of objection in this rule waives a future motion on the issue
 - b. ILCS 5/2-301 – must object to PJ prior to the filing of any other motion (other than for extension of time), otherwise objection waived
2. Answer – responds to allegations of the complaint
 - a. FRCP 8
 - i. Deny the truth of one or more allegations – 8(b)
 - ii. Assert affirmative defenses – 8(c)

Amendment of Pleadings: Federal rules reflect liberal policy toward changes to the pleadings
FRCP 15(a) – “leave to amend shall be freely given when justice so requires”

Basic Requirements Limiting Courts

A. Personal Jurisdiction: power of a court to order a D to do something

Three Themes:

1. power of the court
2. notice to the party
3. consent

B. Subject Matter Jurisdiction: authority of the court to hear certain types of cases

Federal courts – can hear cases concerning federal law, diversity, and some limited categories (i.e. bankruptcy); limited SMJ

General and Limited – general can hear anything; limited is limited on the subject matter it can hear

C. **Venue:** limits the place of trial

****SMJ tells you if you can go to federal court, PJ limits the state where the case can be heard, and venue limits the district in the state where the case can be heard – all three must intersect and that is where the case can be heard**

***where the three circles intersect is where the trial can be held/jurisdiction present – the intersection of PJ, SMJ and venue!!*

IN PERSONUM/PERSONAL JURISDICTION

Personal Jurisdiction is an issue of individual rights and the question is whether it is appropriate for a state to exercise jurisdiction over a particular defendant. In exercising PJ over a D, the state can determine matters involving personal obligations and can impose judgment against him for the full extent of the harm done to the P. To bring the D within the jurisdiction of the court, three filters must be passed. First, the court’s exercise of power cannot violate the due process clause of the 14th Amendment of the US Constitution. Second, the exercise cannot violate the constitution of the state where the jurisdiction is sought. And third, there must be a statute authorizing the state to exercise jurisdiction over the D.

- the jurisdiction of a court over a person
- without jurisdiction the court has no power to compel the D to appear or comply with the order of the court
- Historically, the issue of PJ was thought to be a matter of states rights; the modern view is that PJ is an issue of individual rights allowing a person to waive the rights through their own actions (if still states’ rights, then individuals could not waive the PJ issue through their own actions).

A. CHALLENGING PJ

Under 2-301, an objection to personal jurisdiction must be made in the first pre-answer motion other than a motion for an extension of time to answer or otherwise appear. (The raising of an FNC motion at the same time does not affect the validity of the motion.)

- Objection to PJ must be properly raised or it is deemed waived
 - In federal court, the issue must be raised in the first Rule 12 motion, or if no Rule 12 motion, must be raised in the answer or an amendment to the answer within 20 days after first answer under Rule 15(a).
1. Federal Rule:
 - * Rule 12(b)(2) – must be raised in either the first responsive pleading or if a motion has been made under Rule 12, the objection to PJ *must* made in that Rule 12 motion
 - * If objection neither raised by motion nor by the first responsive pleading, the objection is waived – Rule 12(h)(1)

END OF SAMPLE