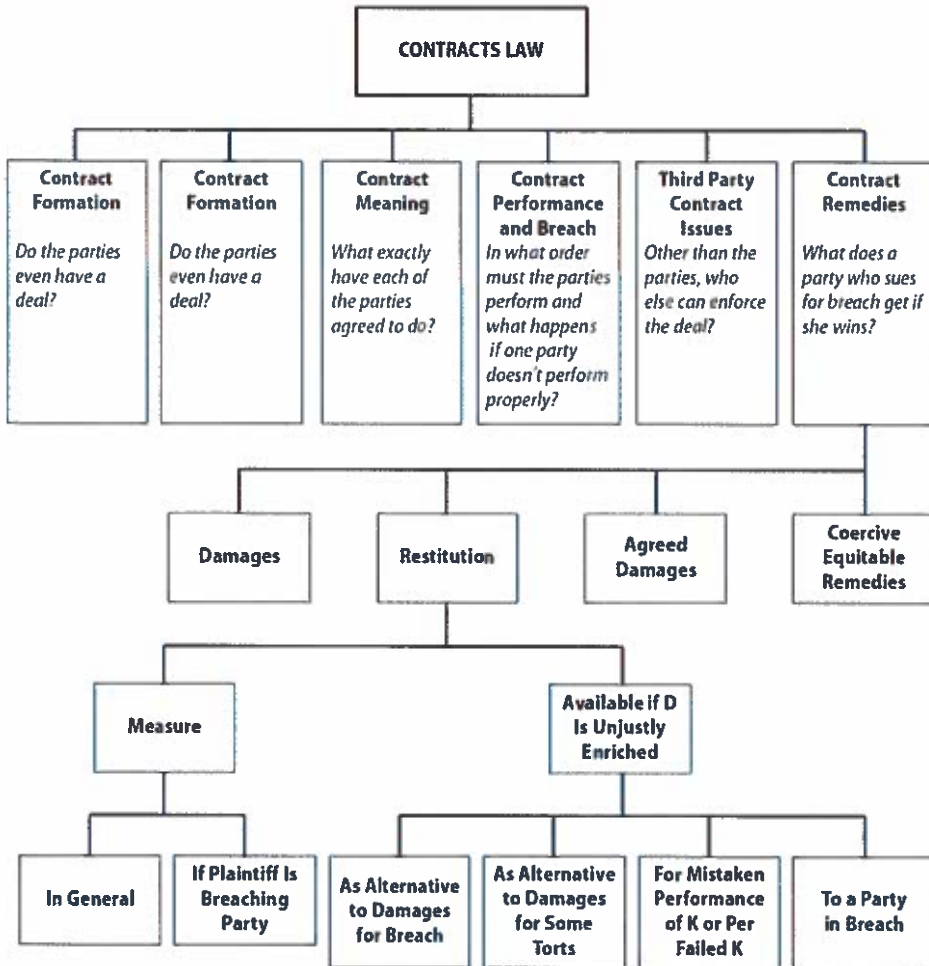


Appendix 4-1: Charts, Tables, and Diagrams

Dismissal under FRCP 41 Chart

| Type of Dismissal | Subsection of FRCP 41? | Which party uses this type? | When is this type used? | With or without prejudice? |
|--|------------------------|-----------------------------|-------------------------|----------------------------|
| Voluntary Notice of Dismissal | | | | |
| Voluntary Stipulation for Dismissal | | | | |
| Voluntary Order for Dismissal | | | | |
| Involuntary | | | | |

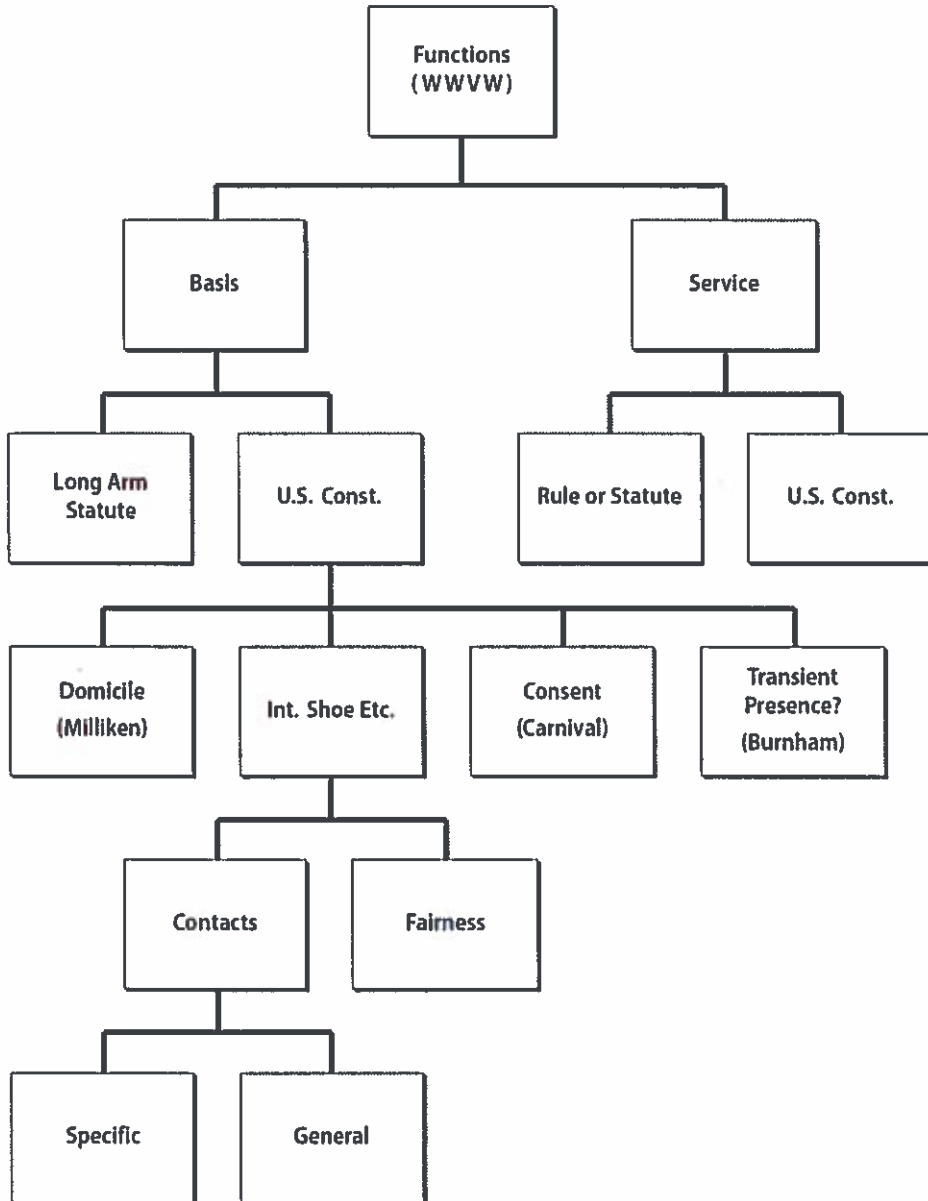
Chart Depicting Restitution in the Context of a Contracts Course



Common Contract Terms Chart

| Name of Clause | Goal of Clause |
|--------------------------|--|
| Covenants not to compete | <i>Communicates that an employee or a seller of a business cannot compete (for a specified period of time and within a specified locale) with the employer or buyer.</i> |
| Liquidated damages | <i>States an amount one or both parties should be awarded by a court if the other party breaches the contract.</i> |
| Merger | <i>Communicates that the written document contains all of the terms to which the parties have agreed and that, therefore, prior agreements that are not reflected in the written document are not part of the parties' contract.</i> |
| No oral modification | <i>Indicates the parties only can modify the contract in writing and not orally.</i> |
| Force majeure | <i>Lists circumstances, usually natural disasters and wars, under which a party can avoid having to perform the contract without penalty.</i> |
| Time is of the essence | <i>Uses the words "time is of the essence" to communicate an expectation about timely performance of the parties' contract promises.</i> |
| Choice of law | <i>States the body of law that will govern any dispute between the parties. May also limit the state or city in which either party may file suit. (Lawyers may refer to this latter provision as a jurisdiction clause.)</i> |
| Arbitration | <i>States an agreement that disputes under the contract will not be decided by a court but, rather, by an arbitrator. Usually includes details about the selection process for arbitrators.</i> |
| Indemnification | <i>Communicates that, if one party is sued for a matter relating to the contract, the other party will pay for the costs of defending the suit and will pay any award of damages ordered by the court.</i> |
| No assignments | <i>States that the rights conferred under the contract (and, in some instances, the duties imposed under the contract) cannot be transferred to someone else.</i> |
| Savings | <i>Indicates the parties have agreed that, if a court invalidates a particular term of the parties' contract, the rest of the contract will remain enforceable.</i> |

Personal Jurisdiction Analytical Framework



Partially Completed Graphic Organizer Synthesizing Contract Interpretation Principles

