Appendix 4-1: Charts, Tables, and Diagrams

Dismissal under FRCP 41 Chart

<table>
<thead>
<tr>
<th>Type of Dismissal</th>
<th>Subsection of FRCP 41?</th>
<th>Which party uses this type?</th>
<th>When is this type used?</th>
<th>With or without prejudice?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voluntary</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Notice of Dismissal</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voluntary</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stipulation for Dismissal</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voluntary</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Order for Dismissal</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Involuntary</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Chart Depicting Restitution in the Context of a Contracts Course

CONTRACTS LAW

- Contract Formation
  Do the parties even have a deal?

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- Contract Meaning
  What exactly have each of the parties agreed to do?

- Contract Performance and Breach
  In what order must the parties perform and what happens if one party doesn’t perform properly?

- Third Party Contract Issues
  Other than the parties, who else can enforce the deal?

- Contract Remedies
  What does a party who sues for breach get if she wins?

- Damages

- Restitution

- Agreed Damages

- Coercive Equitable Remedies

Measures

Available if D is Unjustly Enriched

- In General
- If Plaintiff is Breaching Party
- As Alternative to Damages for Breach
- As Alternative to Damages for Some Tort
- For Mistaken Performance of K or Per Failed K
- To a Party in Breach
# Common Contract Terms Chart

<table>
<thead>
<tr>
<th>Name of Clause</th>
<th>Goal of Clause</th>
</tr>
</thead>
<tbody>
<tr>
<td>Covenants not to compete</td>
<td>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.</td>
</tr>
<tr>
<td>Liquidated damages</td>
<td>States an amount one or both parties should be awarded by a court if the other party breaches the contract.</td>
</tr>
<tr>
<td>Merger</td>
<td>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.</td>
</tr>
<tr>
<td>No oral modification</td>
<td>Indicates the parties only can modify the contract in writing and not orally.</td>
</tr>
<tr>
<td>Force majeure</td>
<td>Lists circumstances, usually natural disasters and wars, under which a party can avoid having to perform the contract without penalty.</td>
</tr>
<tr>
<td>Time is of the essence</td>
<td>Uses the words “time is of the essence” to communicate an expectation about timely performance of the parties’ contract promises.</td>
</tr>
<tr>
<td>Choice of law</td>
<td>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.)</td>
</tr>
<tr>
<td>Arbitration</td>
<td>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.</td>
</tr>
<tr>
<td>Indemnification</td>
<td>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.</td>
</tr>
<tr>
<td>No assignments</td>
<td>States that the rights conferred under the contract (and, in some instances, the duties imposed under the contract) cannot be transferred to someone else.</td>
</tr>
<tr>
<td>Savings</td>
<td>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.</td>
</tr>
</tbody>
</table>
Personal Jurisdiction Analytical Framework

Functions (WWWVW)

Basis
- Long Arm Statute
- U.S. Const.

Service
- Rule or Statute
- U.S. Const.

Domicile (Milliken)
- Int. Shoe Etc.

Consent (Carnival)
- Transient Presence? (Burnham)

Contacts

Fairness

Specific

General
Partially Completed Graphic Organizer Synthesizing Contract Interpretation Principles

CONTRACT INTERPRETATION PRINCIPLES

General Ambiguity Problems

Recurring Ambiguity Problems

Modifier, Pronoun Problems

Word Meaning Problems

Conflict Among Terms

Arise in Same Forms BUT in Specialized Contexts

Creation of Express Conditions

Force Majeure Clauses

Result Preferred

Construe

USE GENERAL INTERPRETATION PRINCIPLES

1. Course of
2. Course of
3. (if within field)

1. Course of
2. Course of
3. (if within field)

1. Course of
2. Course of
3. (if within field)

1. Course of
2. Course of
3. (if within field)

1. Course of
2. Course of
3. (if within field)

Interpret against