

ASSAULT

The intentional creation of a reasonable apprehension of immediate physical harm in another.

BATTERY

The intentional offensive or harmful touching of another.

CONVERSION

The intentional extensive intermeddling with the chattel of another.

TRESPASS TO CHATTEL

The intentional modest or slight intermeddling with the chattel of another.

TRESPASS TO LAND

The intentional physical entry upon the real property of another.

FALSE IMPRISONMENT

The intentional confinement of another against their will.

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

An intentional outrageous act which causes severe emotional distress in another.

NEGLIGENCE

The failure to act where there is a duty present which is breached and is the actual and proximate cause of the plaintiff's damages.

DEFAMATION

A damaging false statement which is made by the defendant and understood by a third party.

PUBLIC NUISANCE

An act which is injurious to the public in general.

PRIVATE NUISANCE

An act which interferes with the reasonable enjoyment of one's property.

INVASION OF PRIVACY

A violation of the right to be let alone.

INTERFERENCE WITH AN ECONOMIC RELATIONSHIP

The intentional interference with the business relationship(s) of another which results in damages.

WRITING NEGLIGENCE

NEGLIGENCE

The failure to act where there is a duty present which is breached and is the actual and proximate cause of the plaintiff's damages.

DUTY (cite one or more of)

- 1) Under the Majority Cardozo Rule, we owe each other a duty to not make foreseeable plaintiffs of one another within our immediate "zone of danger." Under the Minority Andrews Rule, we owe this duty to everyone.
- 2) Under the Special Relationship Rule, we owe a special duty to children, land invitees (and known trespassers), land licensees, family members, spouses, as common carriers/innkeepers, as joint venturers, as professionals (compared to another like-industry professional in similar circumstances) and if we caused/created the peril in the first place.
- 3) Under a Strict Liability rule, anyone carrying on with ultrahazardous activities or who holds dangerous animals on their land will be strictly liable for the plaintiff's damages if either are the cause of the plaintiff's damages, even absent fault
- 4) Under a Products Liability rule, a manufacturer or merchant may incur strict liability if there is a manufacturing or design defect with a product which is unreasonably dangerous and where there was no substantial change in product since the time of purchase
- 5) Under a Breach of Warranty Rule, a manufacturer or merchant may incur liability if plaintiff suffers foreseeable damages while using a product under an express warranty, an implied warranty of merchantability or an implied warranty of fitness for a particular purpose
- 6) Under the Negligence Per Se rule, there is a duty owed by the defendant if the plaintiff belongs to a class which is statutorily protected by a rule which is designed (and breached by defendant) to protect this class from a category of risks (one or more of which caused plaintiff's injuries) within the statute

BREACH (cite one or more of)

- 1) The failure to perform one's duty per the Reasonable Person test.
- 2) A failure to perform one's duty under the Res Ipsa Loquitur rule, which states that damages do not normally happen under the circumstances absent negligence

ACTUAL CAUSE

The "but for" cause of the plaintiff's injuries.

PROXIMATE CAUSE

The act which causes the plaintiff's damages, stemming from a natural, foreseeable sequence of events free from independent, intervening forces.

DAMAGES

Physical injuries.