

SLIDE	NOTES
1 CONFLICT OF LAWS PROFESSOR TRAVIS	
2 LET'S GET ORGANIZED WHAT I EXPECT FROM YOU ATTENDANCE PREPARATION WHAT YOU CAN EXPECT FROM ME ATTENDANCE PREPARATION RESPECT	
3 GETTING ORGANIZED SEATING CHART GETTING TO KNOW YOU	
4 THESE DAMN SLIDES A LEARNING AID DON'T USE THEM AS A CRUTCH! WEBSITE: www.TravisLawOffice.com	
5 WHY STUDY CONFLICTS?	
6 WHY STUDY CONFLICTS? IT'S ON THE BAR EXAM	
7 WHY STUDY CONFLICTS? HARD TO ADEQUATELY REPRESENT CLIENTS WITHOUT CONFLICTS	
8 WHY STUDY CONFLICTS? SEE <u>HATCHETT</u> HANDOUT	
9 SUPPLEMENTAL READING MATERIAL	
10 AS LONG AS YOU READ THE CASEBOOK YOU SHOULDN'T NEED TO READ THE SUPPLEMENTAL MATERIAL	

Conflict of Laws	Intro SLIDE	NOTES
11	HOWEVER; IF YOU ARE SOMEWHAT ANAL RETENTIVE READ CONFLICTS IN A NUTSHELL (3 rd ed. Thomson/West)	
12	AND IF YOU ARE DEFINITELY ANAL RETENTIVE READ WEINTRAUB, <i>Commentary on the Conflict of Laws</i>	
13	WHAT IS CONFLICTS? JURISDICTION CHOICE OF LAWS RECOGNITION OF JUDGMENTS	
14	DOMICILE	
15	POSSIBLE GOALS	
16	POSSIBLE GOALS FAIRNESS	
17	POSSIBLE GOALS UNIFORMITY	
18	POSSIBLE GOALS PROTECTING PARTY EXPECTATIONS	
19	POSSIBLE GOALS AVOIDING FORUM SHOPPING	
20	POSSIBLE GOALS ACCOMMODATING OTHER STATES' INTERESTS	
21	"FORUM" LAW VS "FOREIGN" LAW	

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22	AN ADVANCE LOOK AT CHOICE OF LAWS
23	TRADITIONAL (TERRITORIAL) RULES
24	ATTEMPTS TO ESCAPE
25	CHARACTERIZATION
26	SUBSTANCE OR PROCEDURE COURT WILL ALWAYS APPLY FORUM PROCEDURE RULES
27	RENOI
28	EXCEPTIONS TO CONFLICTS RULES WHEN WON'T WE APPLY FOREIGN LAW?
29	FIGURING OUT FOREIGN LAW
30	MODERN CONFLICTS RULES
31	<u>ALABAMA GREAT SOUTHERN R.R. CO. v. CARROLL</u> pg. 16
32	<u>ALA. GREAT SOUTH. v CARROLL</u> TRAINMAN ON ROUTE FROM ALABAMA TO MISSISSIPPI HURT IN MISSISSIPPI DUE TO NEGLIGENCE IN ALABAMA
33	<u>ALA. GREAT SOUTH. v CARROLL</u> PLAINTIFF ALABAMA CITIZEN
34	<u>ALA. GREAT SOUTH. v CARROLL</u> DEFENDANT ALABAMA COMPANY
35	<u>ALA. GREAT SOUTH. v CARROLL</u> NEGLIGENCE ALABAMA
36	<u>ALA. GREAT SOUTH. v CARROLL</u> DAMAGE MISSISSIPPI

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37 <u>ALA. GREAT SOUTH. v CARROLL</u> CONFLICT: ALABAMA - HAS EMPLOYER LIABILITY STATUTE MISSISSIPPI - FELLOW SERVANT RULE	
38 <u>ALA. GREAT SOUTH. v CARROLL</u> RESULT - MISSISSIPPI LAW NO LIABILITY	
39 <u>ALA. GREAT SOUTH. v CARROLL</u> LEX LOCI DELICTI (LAW OF PLACE OF WRONG)	
40 <u>ALA. GREAT SOUTH. v CARROLL</u> PLACE OF WRONG = WHERE DAMAGE OCCURRED	
41 <u>ALA. GREAT SOUTH. v CARROLL</u> WHY? ONE STATE CAN'T ENFORCE LAWS IN ANOTHER STATE (TERRITORIALITY)	
42 <u>FITTS v. MINNESOTA MIN. & MFG. CO</u> _____ . Pg. 26	
43 <u>FITTS v. 3M</u> ALABAMA CITIZENS KILLED IN FLORIDA EN ROUTE TO ALABAMA	
44 <u>FITTS v. 3M</u> SUIT IN ALABAMA	
45 <u>FITTS v. 3M</u> CONFLICT: WRONGFUL DEATH DAMAGE RULE	
46 <u>FITTS v. 3M</u> WRONGFUL DEATH DAMAGE RULE FLORIDA - MONETARY LOSS ONLY	

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47 <u>FITTS v. 3M</u> WRONGFUL DEATH DAMAGE RULE ALABAMA - GRIEF, LOSS OF COMPANIONSHIP	
48 <u>FITTS V 3M</u> HELD: FLORIDA LAW APPLIES ALABAMA ADHERES TO TRADITIONAL RULE	
49 <u>FITTS V 3M</u> FLORIDA HAD ADOPTED 2 ND RESTATEMENT RULE	
50 <u>FITTS V 3M.</u> WOULD HAVE APPLIED ALABAMA LAW AS “MOST SIGNIFICANT RELATIONSHIP” GO FIGURE	
51 <u>FITTS V 3M</u> WHY DIDN'T THE LAWYER FILE IN FLORIDA?	
52 ELEVEN STATES STILL FOLLOW TRADITIONAL RULE (CHART 302)	
53 NOTE SOURCE DOCUMENT (NT. P. 299)	
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STARTING NEXT WEEK, HOPEFULLY, NOTES WILL BE E-MAILED TO YOU BY 4:00 P.M. TUESDAY FOR THE CLASSES ON WEDNESDAY AND THURSDAY.

www.TravisLawOffice.com WILL BE UPDATED BY THE NEXT MONDAY WITH THE NOTES FROM THE PREVIOUS WEEK. THE READING ASSIGNMENTS AND SYLLABUS ARE ON THE WEBSITE AS WELL