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Sam=S

Amy=A

General partnership

P's liability depends on who was the partners and who was acting on behalf of partnership. First, Partnership occurs when the partners enter into the partnership to further the goals of partnership. General partnership is the default form of the partnership which does not require writing. General partnership is can be found with the conduct of the parties where they share profit and benefits. In partnership, all partners are liable for the tort that was done within the scope of the partnership.

Here, Amy (A), Bob (B), Carl (C) are partners in ABC law firms which operate under the general partners ship. Because this is general partnership, the writing is not require. However, if this was the LLP, limited liability partnership, they needed the writing agreement to form the partnership. It is clear that A, B, and C are partners. The issue is whether S is partner with them. S, as an attorney, is well-know for many highly publicized trials and closely work with ABC but it is not the party to ABC partnership agreement. S will argue that because he is not the party to ABC in the writing argument, he is not liable for the accident. This argument is not strong because for the GP, the writing is not required. S can be the partner is his conduct shows that he share profit and losses with the firm. We are not told what type of the law firm ABC is. If ABC is the trial law firm that S works closely with, this argument will be strong. However, even if the firm is not the trial firm and is not closely related to what S does, S is still a partner because he works closely with ABC. ABC believes that S's presence as a trial attorney raises the profit or prestige of ABC. Also, S receives the 10% of annual profit in recognition of his value to team. ABC could be the law firm including few fields of the laws which makes profit from S. Thus, because S and ABC are sharing profit, S is considered one of the partners.

Additionally, under the agency law, it can be argued that S is the agent of the partnership because he has an authority to work on behalf of ABC. While S did not have any express authority since no duties was given to him expressly, he had an implied authority because his job is necessary to carry out the duties that it custom for the attorney to follow in the firm. As the attorney in firm, he leases the office in the same floor within the suit of offices used by ABC for which ABC charges Sam 3000 per month. He greets the clients of ABC and uses the name on his letter head. This is an implied authority of the attorney in the partnership. Also, S had apparent authority to act on behalf of ABC because his duties were so cloaked with ABC, that a reasonable client would reasonably believed that he is acting on behalf of ABC. A reasonable client when comes to the office, he would see S is greeting him. When he has telecommunication with S, S send the client the letter with ABC letter head and uses the ABC numbers to call the clients. Although because S bills the client directly, the client would still reasonably believes that he is acting on behalf of the ABC because his duties were so cloaked as previously mentioned. Additionally, S billing of the client directly for his services, this can be part of inherent management duties to still show his inherent management authority.

Thus, it is very likely that S was a partner to ABC and was working as his agent.

A's conduct

Under the doctrine of Superior Respondent, the partnership is liable for the tortious acts of the other partners if it happened in the course of her employment.

Here, A, B, C, and S will allege that they are not liable for the act of A because she went to watch a baseball game which was a frolic deviation from her job. Unlike minor deviation, Employment is not liable for the acts that was a frolic deviation of the job. A went to baseball game, after work. She responded to the urgent email while briefly stopped in the traffic while she attempted to answer the email for the work provided cell phone. A's response to the phone call was in the course of employment because the policy expressly stated that " all attorneys must carry their work provided cellphones with them at all the time and that all client's email must be responded to immediately at least with the personal acknowledgment of the receipt." Amy did as she was required to act on behalf of the partnership by the policies. The policy directed her to answer the phone when she received it and knew that she had the message. The policy was really important that the partnership required all the attorneys with the cellphones to facilitate the attorney client communication. It did not specify when and what time the partners are required to answer the phone. For instance if it required that partners answer the phone during the work hours, A's act of responding the phone was out of office hours and could not be in the course of employment. However, because the policy required the partners to answer upon the receipt of the message, A acted in the course of employment following the rules and attempting to facilitate the attorney client communication as it was important for the firm. Thus, A's negligent accident was imputed to the partnership.

Additionally, it is important to note that A's act was not the intentional tort because the partnership can not be liable for the intentional torts of the partners. A's act was a negligent act that raise was the proximate and actual cause of serious injuries to Piya (P). Additionally, A was acting as agent of the ABC when he was answering the phone and cause the accident. Although she did not have an express authority, she had an implied authority to act as an agent of ABC because her response to the phone call was necessary to further the necessary duties of the attorney to respond to the phone and facilitate the A-C privilege. Also, while she may not have apparent authority because she did not have any communication with P to make her reasonably believe that she was working on behalf of the ABC, she had an inherent management authority to answer the phones. A can also ask for indemnification from the partnership since she was working within the scope.

Thus, Partnership is liable.

Liability of B and C

Because we are told that A, B, C formed the partnership and every partner is liable for the tortious act of another partners, B and C, and A are also liable for the act of A. However, if they can show that A breached the duty of loyalty or care as the partners, they can lessen their damages by suing A.

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