Title page

Victoria Jones vs. Miami Beach University

Background

Victoria Jones, a freshman undergraduate at Miami Beach University attended a party at Beta Tau Sigma (BTS) fraternity house. Victoria attended a late night party She filed suit against Randy for sexual assault and Miami Beach University based upon negligence. The defender (Miami Beach University) rejects the claims by stating that it is not the responsibility of university to protect students on BTS parties. The investigations revealed that three sexual assaults occurred at BTS but no legal action was taken against Miami Beach University. This caused Victoria to appeal against Miami Beach University again.

Negligence

The plaintiff (Victoria) claims that Miami Beach University remained negligent to the BTS parties that provided opportunities of sexual assault to many. *Stanton v. University of Maine* (2001) case reveals that the plaintiff must establish claims on the basis of elements; “a duty owed, a breach of that duty, and an injury to the plaintiff that is proximately caused by a breach of that duty” (Jutice, 2001). The analysis of the Victoria’s scenario depicts that the University was not responsible for the sexual assault.

*Jay v. Walla Walla College* (1959) states that the college owed to the plaintiff because it failed to take reasonable measures that caused loss to the plaintiff. The case is not applicable in Victoria’s scenario because Miami Beach University was unaware of the sexual assaults at BTS. Victoria herself accepted the offer of Randy so the case cannot be used for justifying her claims. She willingly accepted his offer of sobering which reflects her responsibility of seeing the dangers.

Schultz, 332 A. 2d sates that “the law of Maine is that the owner of premises owes a legal duty to his business invitees to protect them from those dangers reasonably to be foreseen” (Jutice, 2001). This indicates that Miami University was unable to see the dangers of the BTS parties. The law stated that sexual assaults can occur in dormitory rooms or college campuses so the college must be able to adopt adequate security measures. However in Victoria’s case the danger was not foreseeable. The absence of foreseeability in Victoria’s case can be used for defending Miami University (Szumelda, 2018).

It is difficult for Victoria to prove the foreseeability of Miami University. This will make her more responsible for her situation than the institute. Victoria herself was able to foresee the dangers of accepting Randy’s offer. The analysis reveals that Miami University is not responsible for the sexual assault of Victoria.

Implied contract

Miami University can also use implied contract for defending the case against Victoria. This reflects that University has not entered into the contract with the parents or Victoria about providing help against sexual assault. The contract “refers to that class of obligations which arises from mutual agreement and intent to promise”. This indicates that the university never promised to offer help against any such incidents. This indicates that the university is not at fault.

Summary

Miami Beach University must not be liable for negligence because the Victoria was responsible for her actions. Victoria herself accepted the party invitation and offer of Randy. This makes her responsible for her assault because the danger was foreseeable. On contract the Miami University was unaware of the party and it is difficult for Victoria to prove that the university’s foreseeability. Implied contract also acts in factor of Miami University because it explains that the university has not entered into any written or verbal agreement on protecting Victoria.

References

Jutice. (2001). Dolores STANTON et al. v. UNIVERSITY OF MAINE SYSTEM. .

Szumelda, a. (2018). *Palm Beach Case*. Retrieved 07 24, 2019, from https://palmbeachstate-mtis.mediaspace.kaltura.com/media/12-7-18+Zoom+Upload/1\_abjzyt0l/70179911