In the case of Abercrombie v. Fitch, there are countless issues at hand that need to be addressed. The first of which is this “napkin contract” that was signed by both the plaintiff and defendant over food and drinks. A primary and very important question that needs to be answered is whether this napkin contract is legally binding. Considering contract theory and terms of art, there are three major elements that are to be considered when it comes to whether a contract is valid. These are offer and acceptance, consideration, and a meeting of the minds. In this case, the offer was made in the form of cooperating to make a contract on the napkin, agreeing to the terms, and each signing it. Pacifica must look towards an American case, *Hamer v. Sidway* 124 N.Y. 538, 27 N.E. 256 (1891) wherein consideration is the key element in the decision of the case. In this case, an uncle made a promise to their nephew that if they refrained from smoking tobacco, drinking liquor, swearing, and gambling until they were 21 that they would receive a sum of $5,000 (a little over $14,000 in 2021). However, with the passing of the uncle, the estate refused to pay out the money despite agreement and performance. The court looked to consideration to determine if something of value is being risked or lost in this case. While some might view smoking, drinking, and gambling as something that can easily be avoided; the level of consideration in the value of performance is tantamount regardless. Such so is this consideration in *Abercrombie v. Fitch* in that with the extent of surety the group went through, the court find sufficient consideration given. A different case from the U.S. that can be studied is *Hawkins v. McGee* 84 N.H. 114, 146 A. 641, 1929 in which a surgeon promised with a verbal affirmation for, “a hundred per cent perfect hand or a hundred per cent good hand” which was not met. The court found that this verbal affirmation was contractually binding and held for the difference found between the hundred percent good hand and the state of which the hand was in post-operation. M. Abercrombie and J. Fitch spoke about, wrote, agreed, and signed the napkin calling it a contract. The next day, the group had it framed and hung it in the house where they planned to practice their band. The court finds that the extent of this agreement, the extent of consideration, and the extent of meeting of minds is sufficient to qualify this napkin contract as legally binding.

Considering the confirmation of legal upholding of the contract, the court looks to M. Abercrombie’s breach of contract claim against J. Fitch. Following the facts of the case, the initial contract breach was thought to be by J. Fitch when they signed onto a solo album at the time of signing a duo album with M. Abercrombie. This does not breach the portion of the contract, which was determined to be upheld, that reads, “If one of us ever *leaves the partnership to go solo* they will owe the other one $10,000,000 or 50% of their solo career profits for life, whichever is more” (emphasis italicized). The contract at this point is not broken by J. Fitch because they did not leave the partnership to go solo, rather they went solo simultaneous to creating the duo album. Nor is the contract breached by the issue of J. Fitch having joined Ticketmaster. This is because the wording of the contract dictates that the group will never sell to Ticketmaster, “we will never sell out to Ticketmaster”. The key word here is “we”, and it was J. Fitch in their solo album that sold to Ticketmaster. For the reasons stated, the issue of M. Abercrombie bringing tort to J. Fitch for breach of contract is dismissed.

The court brings attention to the issue of the assault against M. Abercrombie by J. Fitch, M. Abercrombie who is asking for compensatory damages for medical costs and pain, suffering, and loss of potential future earnings in regards to the assault brought unto the plaintiff by the defendant. When the defendant struck the plaintiff, it was with intent to harm as they were in a disagreement. This assault because of a verbal disagreement is unlawful res ipsa loquitur. The facts state that the defendant was apologetic following the assault and the plaintiff was willing to forgive them. However, unbeknownst to either party was that the strings were laden with bacteria to cause necrotizing fasciitis, which the plaintiff had been diagnosed with. The plaintiff was uninsured and therefore had to pay $160,000 out of pocket to cover the expenses. The court looks to U.S. case of *Vosburg v. Putney* 80 Wis. 523, 50 N.W. 403, 1891 wherein a child assaulted a teenager by kicking them in the shin – although the victim had not initially felt the slight blow. The following events results in multiple surgeries and attempts made by doctors and surgeons to save the teenager’s leg, which they were unsuccessful in doing so as the leg began to destroy itself from the initial point of the blow. The court finds it important to note for the future of the country that assailants should take their victim as they find them. This is to say that - in *Vosburg v. Putney* - while the child did not know about the extent of potential damages that could be done to the teenager, it is no less the fault of the assailant. They had unlawfully struck their victim and had intent to harm, and any consideration to harm is sufficient to qualify for genuine intent to harm. In *Vosburg v. Putney*, compensatory damages were handed to the plaintiff. However, this case slightly veers off a different course in the sense that it is not a body-to-body contact that caused it. The facts found that the Quick ‘n Dirty strings, despite being new, held a dangerous bacterium on it that compounded the damage that the defendant caused the plaintiff. The court finds the defendant to be partially responsible for compensatory damages.

The court now looks to J. Fitch’s breach of contract claim against M. Abercrombie. Having decided that the napkin contract is valid, the court must pay close attention to the wording of the contract, as it decided who gets what amount. The contract states, “*we* will never sell out to Ticketmaster” along with, “Each of us hereby and forthwith promises … to spend at least two hours every weekday on musical work” and lastly, “If one of us ever *leaves the partnership to go solo*”. It is within these clauses - those most important are emphasized with italics - that would qualify for breaching the contract, resulting in the amount specified within the contract of $10 million or half of solo profits for life, whichever is more. When J. Fitch signed onto the solo album, she did not leave the band in doing so. After J. Fitch assaulted M. Abercrombie, Fitch continued to show up for practice as was stated in the contract. It was M. Abercrombie who had first breached the contract by ignoring the contact attempts of J. Fitch and refusing to show up the practices that are required as responsibility through the contract. While J. Fitch did sell to Ticketmaster, she did so with her solo work and not as a duo “we”, that the contract states. However, the court believes that the assault should hold some bearing on the punishment of contract breach. If a contract is entered and then laws are broken that hold effect or change how the contract can be performed, then these circumstances are to be considered in nullifying the validity of the contract. The case of *Abercrombie v.* Fitch is considered for that despite the lack of contractual performance, for purpose of precedent and potential public policy of Pacifica, the assault certainly changes the terms and conditions of this contract. The court believes that most people, if assaulted by their friend and band member, would not want to continue to show up to practice – especially if their hand is permanently damaged. The court finds that even though M. Abercrombie was in breach of contract that substantial circumstances have changed the aspects of the deal and therefore the court dismisses the claim against M. Abercrombie for breach of contract.

The issue of responsibility of Quick ‘n Dirty guitar strings is brought to question. The facts follow that a Quick ‘n Dirty representative claims that when used correctly, the guitar strings can cut or lacerate skin. This is entirely unreasonable as the design of the guitar string is to not cut skin. Imagine someone goes to a concert and is seeing their favorite musical artist when suddenly blood starts gushing from their fingers merely from playing the guitar in a way the guitar is designed to be played. Fewer people would go to concerts, one can imagine. The case is no different here and the court looks to *Federici v. U-Haul Intl*., Wash., King Co. Super., No. 06-2-11563-5 SEA, 2007 wherein negligence and design flaws are considered as the moving truck did not come with ratchet straps by default. The self-mover improvised ratchet straps which failed, resulting in the base piece of furniture falling out and impaling the car of a college student who was driving home behind them, causing permanent brain damage and eye loss. The court remedied that U-Haul Intl. was to add ratchet straps to all moving trucks and found the self-mover to be 33% liable for damages to the student and U-Haul 66% liable. Pacifica Appellate Court looks to *Federici v. U-Haul Intl.* as determination for liability sharing and negligent damages in the case of *Abercrombie v. Fitch* and recommends this case as precedent for future political policies revolving negligence and shared liability. The representative for Quick ‘n Dirty claims that the company had known about this laceration issue and the facts state that there have been 20,000 cases claiming cuts and lacerations resulting from using Quick ‘n Dirty guitar strings within the past year of 120 million sets sold. While the statistical likelihood of a customer bringing their harm to court is .016%, the court finds it reprehensible that the company is aware of the damages their strings have caused and will continue to cause, yet have settled or refused out of what the court can only assume is a portion of all those who have been harmed by these strings. For these reasons, the court finds Quick ‘n Dirty to be partially liable for the medical expenses of M. Abercrombie. The court does not find sufficient reason for punitive damages and would recommend that if the plaintiff would like to see a change made, to gather others for a collective class action.

An issue brought up by J. Fitch against M. Abercrombie was an injunctive relief on M. Abercrombie’s parody album, “Fad Girl”. The court disagrees with the lower court’s decision to grant this injunctive relief on grounds of recognizing a fair use clause of copyright. The court looks to U.S. case *Campbell v. Acuff-Rose Music, Inc.*, 510 U.S. 569 (1994) wherein a unanimous decision by the U.S. Supreme Court dictated that parody was except from infringement on copyright claims. This is because the parody is transformative enough to add value and consider a different entity from the original work. U.S. Supreme Court Judge on a different case revolving parody can be famously quoted saying, “The parties are advised to chill” in *Mattel v. MCA Records* (9th Circuit., 2002) in relation to the continual suits and arguments between two groups, one making parody of the other. The Pacifica Appellate Court advises a similar action to be made between the plaintiff and defendant in *Abercrombie v. Fitch* as there seems to be a severe crack created between these once great friends. The court finds that the use of the album “Fad Girl” serves the goals of copyright laws; it does not aim to steal the idea of “Mad Girl” and profit off it. It is transformative enough to qualify as its own entity. Its effect on the market surely will not take away profits from “Mad Girl” or J. Fitch. If anything, the court suspects the drama of the parody and following suits may even bring more spotlight to “Mad Girl”. For these reasons, the court reverses the action of the lower court and lifts the injunctive relief against the release of “Fad Girl”.

The numerous issues in this case could have a book written about it but the court has only focused on the key issues. The court finds that in cases of M. Abercrombie against J. Fitch that breach of contract is dismissed, and that J. Fitch will be 66% responsible for M. Abercrombie’s medical expenses of $160,000 while Quick ‘n Dirty will be 33% responsible. These portions of liability are as they are due to Quick ‘n Dirty’s negligence on behest of their poorly constructed guitar strings, but the majority of liability is on J. Fitch considering M. Abercrombie would not have had the cuts or necrotizing fasciitis had they not been assaulted. The court finds no punitive damages will be granted against Quick ‘n Dirty and if the plaintiff would recommend claims court or perhaps class action. The court find that J. Fitch’s case against M. Abercrombie for breach of contract is dismissed due to extenuating circumstances involving the assault on M. Abercrombie. The court reverses the lower court’s injunctive relief and gives clear way for the release of “Fad Girl”.