

CLASS 1
INTRODUCTION TO FEDERALISM.

1. Introduction to Federalism
 - 1.1. Constitutional Allocation of Powers
 - 1.2. Supremacy Clause
2. Hawkins vs McGee Case

1. INTRODUCTION TO FEDERALISM

Make sure you know the following terms. Explain them.

- Federalism
- Unitary Government
- Confederation
- Articles of Confederation
- U.S. Constitution
- Enumerated Powers
- Reserved Powers
- Supremacy Clause
- Tenth Amendment

Match the terms above with their definitions below:

- A (sovereign) state governed as a single entity in which the central government is the supreme authority.
- A system in which two or more levels of government share authority over the same territory and citizens.
- A group of countries that, by treaty, have given some of their powers to a central government.
- The supreme law of the United States of America.
- The powers granted to the Federal government, and specifically Congress, which are mostly listed in Article I, Section 8 of the U.S. Constitution.
- The foundational principle that, in general, federal law takes precedence over any conflicting state law.
- The powers that are neither prohibited to be exercised by an organ of government, nor given by law to any other organ of government.
- A constitutional provision in the United States that states any powers not given to the federal government or prohibited to the states are reserved for the states or the people.
- The written document that established the functions of the national government of the United States after it declared independence from Great Britain.

Compare federalism with other systems below:

System	Description	Example in U.S. History
Unitary state	Single central government holds primary power; sub-units implement its will.	Most modern European nations
Confederation	Loose alliance of independent states; central authority is weak.	Articles of Confederation (1781–89)
Federalism	Power divided and shared between central and regional governments.	U.S. system since 1789

Familiarize yourself with the development from the confederation to constitution in the USA:

Articles of Confederation (1781-1789):

- states retain virtually all powers;
- federal government cannot levy taxes or regulate commerce.

Need for Change:

- Weak central authority; interstate disputes; financial instability.

Constitutional Convention & Ratification (1787–1789):

- A stronger federal government is created.

NB

In practice, federalism means that every person in the U.S. is subject to federal, state, and local laws simultaneously.

1.1. CONSTITUTIONAL ALLOCATION OF POWERS

• Enumerated (Federal) Powers:

- Listed in Article I, Section 8 (e.g., coining money, declaring war).

• Prohibitions on States:

Article I, Section 10 forbids states from exercising federal powers (e.g., no coining money).

• Reserved Powers:

◦ Tenth Amendment: "All powers not delegated to the United States ... are reserved to the States or the people."

1.2. SUPREMACY CLAUSE

Read the following to answer the questions below:

The Supremacy Clause is an important part of federalism. This clause is the section of the Constitution stating that the Constitution and federal laws are the 'Supreme Law of the Land.' The framers recognized the weak federal government established by the Articles of Confederation and wanted to ensure the states wouldn't ever overpower the federal government again. The Supremacy Clause is a guarantee that no laws will interfere with the goals of the Constitution.

The Supremacy Clause is found in Article VI, Section 2, where the Constitution specifies which powers the federal government has and which powers the federal government does not have. When a state law conflicts with a federal law, the Supremacy Clause operates to invalidate the state law in favor of the federal one as long as the federal law is found to be in pursuance of the Constitution.

The Supremacy Clause also means that states can't regulate, interfere with or control federal issues. This principle comes from the famous 1819 Supreme Court case of *McCulloch v. Maryland*. Here, the Court held that Maryland could not constitutionally tax the operations of the Bank of the United States, since that was a federal power.

1. What is the Supremacy Clause?
2. What does it state?
3. What is the effect of the Supremacy Clause?
4. What is the landmark case underlying the Supremacy Clause?

Render the context in which the following verbs were used above:

- To state
- To overpower
- To interfere with
- To specify
- To conflict with
- To invalidate

Use the given verbs to fill in the gaps in the following sentences:

To impede

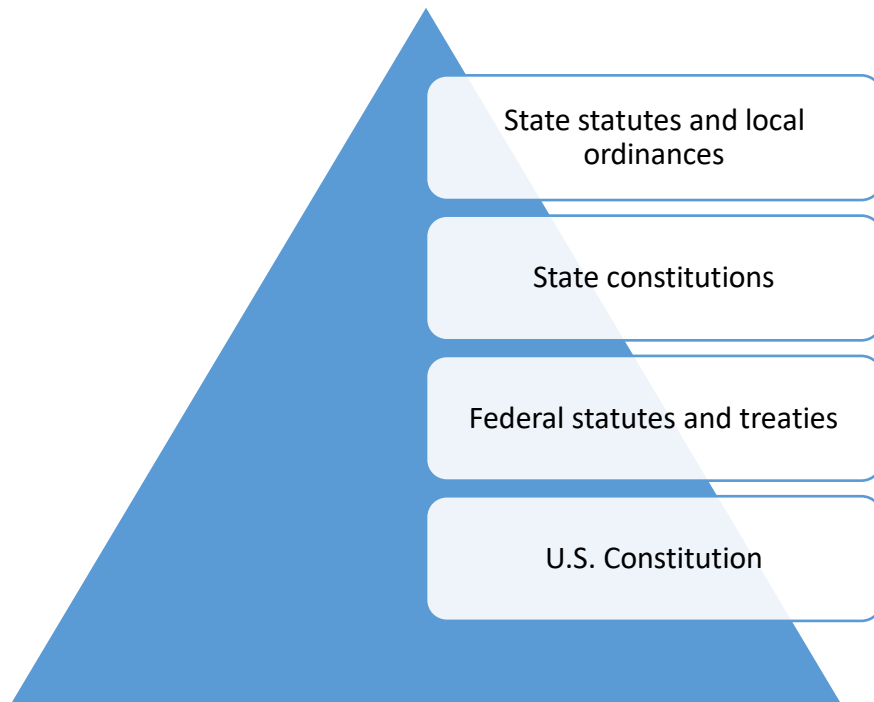
To override

To state

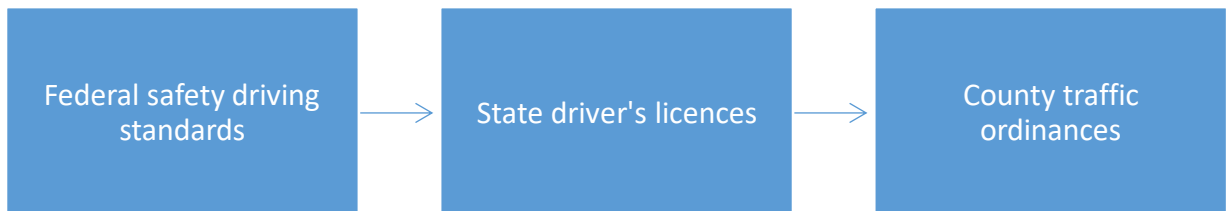
To strike down

1. Article VI, Section 2 _____ the Constitution, federal laws, and treaties are "the Supreme Law of the Land."
2. Federal law _____ conflicting state law if within constitutional authority.
3. States may not _____ valid federal operations.
4. Maryland's tax on the Second Bank of the United States was _____ as unconstitutional.

Follow practical implications below:



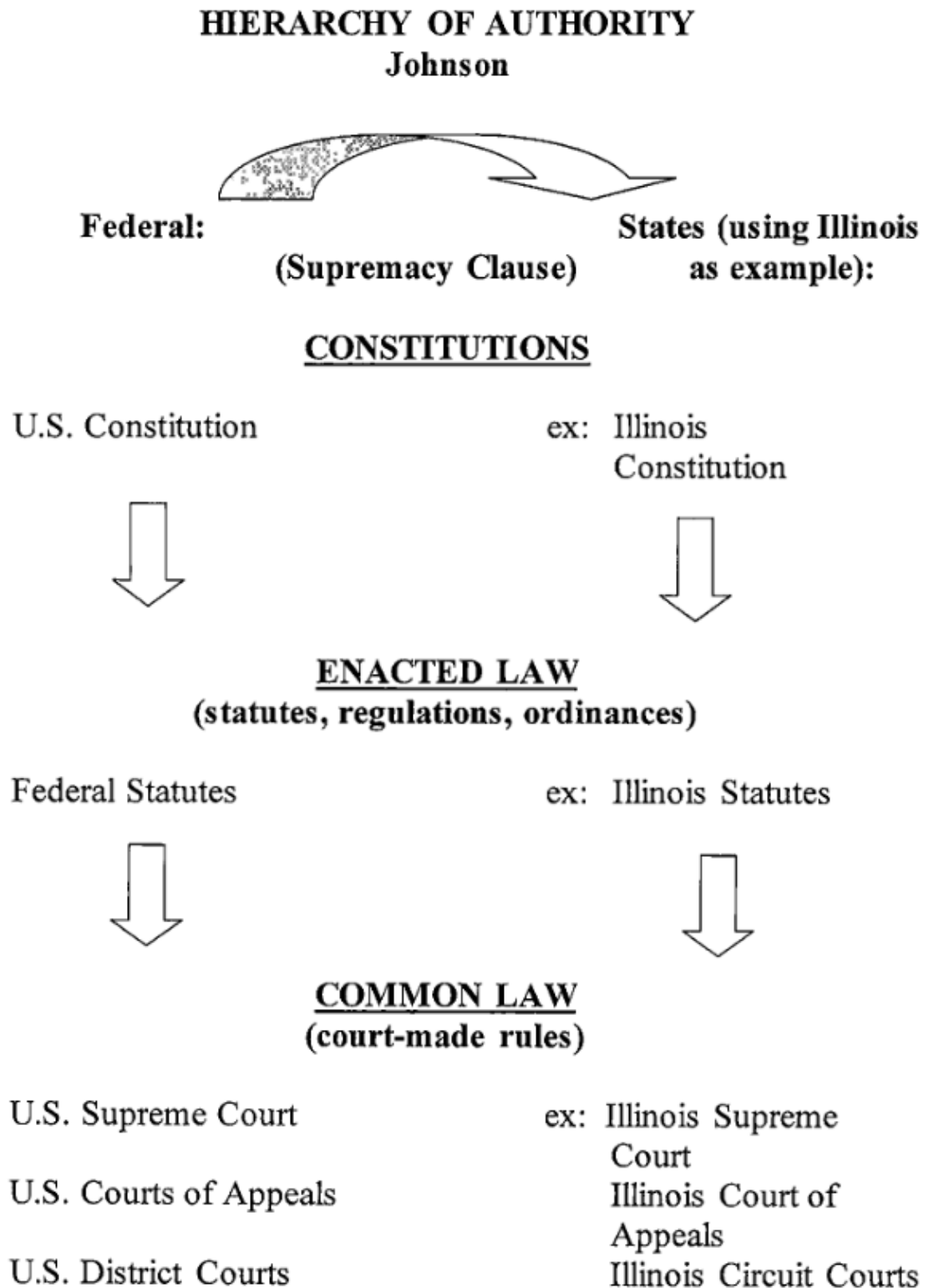
Study the everyday example below:



CONCLUSION

Federalism in the United States balances a strong national government with significant state autonomy. Its roots in the transition from the Articles of Confederation to the Constitution — and its enforcement through provisions like the Supremacy Clause — ensure both unity and regional diversity.

Review the hierarchy of authority below:



2. HAWKINS VS MCGEE CASE

Answer the warm-up questions below:

1. What's the difference between a casual statement and a promise?
2. How do we know if a promise is part of a contract, or just friendly talk?
3. When someone makes a promise, what do we usually expect in return?
4. Can every promise be legally enforced, or only some? Why?

Are the following legally binding promises, or just casual talk?"

- A car dealer tells a buyer: *"This car will last you at least 10 years without major repairs."*
- A doctor says to a patient: *"I think you'll be back on your feet in a week."*
- A friend says: *"I'll drive you to the airport tomorrow."*
- A contractor says: *"I guarantee your roof won't leak for 20 years."*

CASE OVERVIEW

Make sure you know the following words:

Burn	
Chest	
Electric wire	
Grafting	
Palm	
Scar	
Tissue	
Warranty	

Watch the first part of the recommended video to answer the questions below:

https://www.youtube.com/watch?v=983plQ_0sw&ab_channel=Quimbee

1. What injury did George Hawkins suffer when he was 11 years old?
2. Who offered to remove the scars from George's hand, and what did he guarantee?
3. How did George and his father respond to the doctor's offer?
4. What was the outcome of the operation performed by Dr. McGee?
5. What unexpected result occurred because of the skin graft?
6. What legal action did Hawkins take against Dr. McGee?
7. What instructions did the jury receive from the trial court?
8. What did the trial court award?
9. Why did the doctor move to set aside the verdict?
10. Why did the trial court set aside the verdict?

Read the case summary below. Use the words from the glossary box above to fill in the gaps:

CASE SUMMARY

The operation in question consisted in the removal of a considerable quantity of scar _____ from the _____ of the plaintiff's right hand and the _____ of skin taken from the plaintiff's _____ in place thereof. The scar tissue was the result of a severe _____ caused by contact with an electric _____, which the plaintiff received about nine years before the time of the transactions here involved.

There was evidence to the effect that before the operation was performed the plaintiff and his father went to the defendant's office, and that the defendant, in answer to the question, "How long will the boy be in the hospital?" replied, "**Three or four days, not over four; then the boy can go home and it will be just a few days when he will go back to work with a good hand...**"

The defendant also said before the operation was decided upon, "**I will guarantee to make the hand a hundred percent perfect hand or a hundred percent good hand.**"

Discuss the following:

1. Should the doctor's statements be taken literally (*буквально*), or should they be understood as estimates (*ймовірна оцінка*) about how long the treatment (*лікування*) would last and how long the plaintiff would be disabled?
2. Do the statements mean that the doctor promised to finish the hospital treatment in three or four days, or simply that the plaintiff would likely be able to return to work within a few days? And if the statements were actually made, does that count as a binding promise (a warranty)?

DISCUSSION QUESTIONS

1. What damages should have been appropriate to award in the case?
2. Should the awarded damages include **expectation damages** (anticipated benefits that the party reasonably expected to receive from the contract) to put the non-breaching party in the same financial position they would have been in if the contract had been fully performed?
3. Should the awarded damages include any compensation for the pain and suffering?
4. Should the awarded damages include any **reliance damages** (fee paid for the operation)?

Sum up the discussion:

- A. Would it over-compensate the plaintiff to award him for the difference in value between the promised hand and the hand produced plus compensation for the pain and suffering ...?
- B. Would it also over-compensate the plaintiff for the difference in value between the promised hand and the hand actually produced and return the fee he paid for the operation?

Watch the second part of the recommended video to answer the questions below:

https://www.youtube.com/watch?v=_983plQ_0sw&ab_channel=Quimbee

1. What was an issue on appeal?
2. What did the court hold?
3. Were any incidental damages included?
4. What was the jury right about?
5. Why should not pain and suffering plus ill effects from the operation have been included into the award?



The plaintiff's damages should be measured by the difference between the value of the good hand he was promised and the value of the hand he actually has now. This also includes any other consequences that both sides could reasonably have expected when they made the agreement. Damages beyond that, even if they happened naturally, should not be awarded. The amount of pain the plaintiff went through does not determine this difference in value. Pain is something the plaintiff had already agreed to risk as part of the surgery in hopes of getting a good hand. So, the pain itself cannot be used to measure the value of what was promised versus what was delivered.

Watch the relevant episode from the Paperchase:

<https://www.youtube.com/watch?v=PrrSniFbU8k>

REVIEW POINTS

1. What is the hierarchy of authority like in the United States?
2. What is federalism?
3. What are reserved and enumerated powers?
4. What is the Supremacy Clause?
5. What are expectation damages?
6. Why was not compensation for pain and suffering included into the damages awarded in the case *Hawkins vs McGee*?

VOCABULARY

Відшкодування втраченої вигоди	Expectation damages
Випадкові збитки/витрати	Incidental damages
Гарантія	Warranty
Десята поправка	Tenth Amendment
Закон/законодавство	Statute
Зарезервовані повноваження (штатів)	Reserved Powers
Конфедерація	Confederation
Повноваження конгресу та уряду (в конституції)	Enumerated Powers
Положення (клаузула) про верховенство	Supremacy Clause
Унітарна держава	Unitary state
Федералізм	Federalism