

The Pied Piper vs. The City of Hamelin
Memphis City Schools, Memphis, Tennessee 89043

UNIT: Criminal Law

GOAL: To show how consumer laws developed to help protect the consumer against hazardous products, fraud, overcharging, and inferior merchandise. To show how criminal law has developed and changed to maintain an organized society.

CONCEPT: Oral contracts should be honored. There are consequences for breaking laws.

OBJECTIVES: The students will be able to list reasons why contracts are needed and the need to obey laws.

VOCABULARY:

- CONTRACT - an agreement between two or more parties
- ORAL CONTRACT - spoken agreement between two or more parties
- CONSUMER - a person who uses products made by another
- BURGLARY - breaking and entering into a place with the motive of committing a crime
- BURGLAR - a person who commits a burglary

SKILLS: The students can:

1. read for comprehension and details.
2. read for understanding.

STUDENT ACTIVITIES:

Discuss the following questions:

- What kind of contract was agreed on?
- Who was the contract between?
- Was the contract honored?
- Who robbed the safe?
- What are the penalties for robbery and breach of contract?

Listen to the teacher read "The Pied Piper of Hamelin." Discuss the following questions:

- What kind of contract was agreed upon?
- Who was the contract between?
- Was the contract honored?
- What are the penalties for breach of contract?

EVALUATION: Teacher-observation of discussion

RESOURCE MATERIAL:

Students perform the play The Pied Piper vs. The City of Hamelin.

A PLAY: The Pied Piper vs. The City of Hamelin

CAST:

- The Pied Piper, the plaintiff
- The Mayor
- James Smith, a Burgher
- Judge
- Bailiff
- The Jury
- Counsel for the plaintiff
- Counsel for the defendant (the town of Hamelin)
- Jury Foreman



PLACE: The Hamelin courtroom

TIME: Six months after Hamelin had been rid of its rats

(As the scene opens, the courtroom is full of the townspeople including the parents of the children who had been led into the mountain by the Pied Piper. They are angry and do not want the Pied Piper to get the money which he was promised for ridding the town of its rats. The Pied Piper is sitting at the plaintiff's table with his attorney. The major is sitting at the defendant's table with his attorney. Bailiff enters.)

BAILIFF: All rise! (Everyone stand) The court of the City of Hamelin is now in session, the Honorable Judge John Jones presiding. (The judge enters the courtroom and takes his seat on the bench.)

JUDGE: Bailiff, call the docket.

BAILIFF: The Pied Piper versus the City of Hamelin.

JUDGE: Does the Counsel for the plaintiff wish to make an opening statement?

COUNSEL FOR THE PLAINTIFF: Yes, your honor. The plaintiff intends to show that the defendant City did, in fact, make a contract with the plaintiff to rid the City of rats. The contract was made by the mayor and burghers as authorized agents of the city and that after performance by the plaintiff was completed, the defendant breached the contract by failing to pay the plaintiff the fifty thousand guilders which were promised as payment for the plaintiff's services.

JUDGE: We will now hear from the counsel for the defendant.

COUNSEL FOR THE DEFENDANT: The defendant will show that the alleged contract was never formed and, therefore, was under no obligation to pay the defendant any amount for his services. The offer was made in jest and the amount to be paid was never agreed upon; so there is no enforceable contract.

JUDGE: The plaintiff will call the first witness.

COUNSEL FOR THE PLAINTIFF: The plaintiff calls the Mayor of Hamelin. (The Mayor comes to the front of the courtroom where the Bailiff is standing, holding a Bible. The Mayor places his left hand on the Bible and raises his right hand.)

BAILIFF: Do you swear to tell the truth, the whole truth, and nothing but the truth?

MAYOR: Yes.

JUDGE: The witness will take the stand. (The Mayor sits down)

COUNSEL FOR THE PLAINTIFF: State your name and occupation

MAYOR: I am Mayor Williams, and I am the Mayor of Hamelin.

COUNSEL FOR THE PLAINTIFF: In your job as Mayor do you have the authority to enter into contracts on behalf of the city?

MAYOR: Yes.

COUNSEL FOR THE PLAINTIFF: Approximately six months ago, were you approached by the plaintiff in your office?

MAYOR: Yes, I was.

COUNSEL FOR THE PLAINTIFF: What happened at that time?

MAYOR: He claimed he had a secret charm which would rid the town of its problem with the rats. Of course, we were not quick to believe him, but we were willing to try anything.

COUNSEL FOR THE PLAINTIFF: What was promised in return for the plaintiff's services?

MAYOR: There was some mention of payment, but an exact amount was never agreed upon.

COUNSEL FOR THE PLAINTIFF: What sums were mentioned?

MAYOR: One thousand guilders was what he asked for. Then, in jest, of course, we mentioned the sum of fifty-thousand guilders.

COUNSEL FOR THE PLAINTIFF: Did you do anything which would make the plaintiff believe the offer was made in jest?

MAYOR: No, but the amount alone should have let him know.

COUNSEL FOR THE PLAINTIFF: Exactly how bad was the City's problem with rats?

MAYOR: It was terrible. They were eating the food, making a lot of noise and biting some of the people who live in the city.

COUNSEL FOR THE PLAINTIFF: Even with problems this big being caused by the rats, you expected the plaintiff to believe that you were not serious in your offer of payment for his services?

MAYOR: Yes, we didn't think he would be able to do it.

COUNSEL FOR THE PLAINTIFF: Then it could be said that the plaintiff did, in fact, fully perform.

MAYOR: Yes.

COUNSEL FOR THE PLAINTIFF: After the plaintiff had performed, did he request you pay him for his services?

MAYOR: Yes

COUNSEL FOR THE PLAINTIFF: What was your reply?

MAYOR: I told him we were willing to pay him fifty guilders, but we certainly were not going to pay him the thousand which he had asked for before.

COUNSEL FOR THE PLAINTIFF: Thank you. That will be all. (Counsel for the defendant approaches the witness stand.)

COUNSEL FOR THE DEFENDANT: Mayor Williams, when the plaintiff came to your office and offered to rid the town of its rats, did you at any time take his offer seriously.

MAYOR: No.

COUNSEL FOR THE DEFENDANT: Why not?

MAYOR: First of all, the plaintiff was dressed in a long coat that was half-red and half-yellow. We told him we had serious business which needed to be done, but he insisted in telling us what he had come for. He spoke of a special power he had over creatures and we did not believe him.

COUNSEL FOR THE DEFENDANT: At any time did you give the idea that he would be paid for these services?

MAYOR: We did mention fifty-thousand guilders, but I thought surely he knew we would not be willing to pay that much for his work.

COUNSEL FOR THE DEFENDANT: That will be all; you may step down now. (The mayor steps down and returns to the defendant's table.)

COUNSEL FOR THE PLAINTIFF: The plaintiff calls the Pied Piper to the stand. (The Pied Piper goes to where the Bailiff is standing.)

BAILIFF: Do you swear to tell the truth, the whole truth, and nothing but the truth?

PIED PIPER: Yes.

JUDGE: You may take the stand. (The Pied Piper sits down in the witness chair.)

PIED PIPER: I am the Pied Piper, and I use my magical charms to rid people of pests that do them harm.

COUNSEL FOR THE PLAINTIFF: Would you relate the events of the day when you approached the mayor about the problem the city of Hamelin was facing.

PIED PIPER: When I came to the city of Hamelin, I could see they had a bad problem with rats. I went right to the mayor's office and talked with him and the burghers about using my charms to rid the city of its problem. They seemed eager to get rid of the rats and when I offered to do the job for 1,000 guilders, they offered me 50,000 guilders to do it.

COUNSEL FOR THE PLAINTIFF: Did you think the mayor was serious in his offer?

PIED PIPER: Yes. They did not seem to believe that I possess the secret charm, but I often meet people who do not believe in me. The mayor did offer the money and then he went outside with me and watched me get rid of the rats.

COUNSEL FOR THE PLAINTIFF: Did you ask the mayor to pay you the money that the city owed you?

PIED PIPER: Yes, but he said that the rats' were gone so there was no need for him to pay me the money.

COUNSEL FOR THE PLAINTIFF: Those are all of the questions I have.

JUDGE: Does the Counsel for the defendant wish to ask questions of this witness?

COUNSEL FOR THE DEFENDANT: Yes, Mr. Piper, when you went to the office of the mayor, what were you wearing?

PIED PIPER: I was wearing a coat that was half-yellow and halfred and a hat with a large feather in it.

COUNSEL FOR THE DEFENDANT: And what exactly did you tell the Mayor and burghers about your so-called secret charms?

PIED PIPER: I told them I had the power to make all animals follow me.

COUNSEL FOR THE DEFENDANT: You expected the mayor to believe this story even with your funny looks and dress.

PIED PIPER: Well, they offered me the money to do it and then they followed me into the street to watch so it would seem that they did believe me.

COUNSEL FOR THE DEFENDANT: When you asked the mayor to pay you, how much did you ask for?

PIED PIPER: I asked for 1,000 guilders.

COUNSEL FOR THE DEFENDANT: If you finally agreed upon 50,000 guilders as the contract price, then why did you ask for 1,000 guilders?

PIED PIPER: I didn't want to make it hard for them to pay me since I asked for 1,000 guilders in the first place, and I was willing to accept that amount.

COUNSEL FOR THE DEFENDANT: When the Mayor refused to pay you, what did you do to the children of Hamelin?

COUNSEL FOR THE PLAINTIFF: I object. The events which took place after the town was rid of the rats is not relevant to the formation and performance of the contract.

JUDGE: Objection sustained. Counselor, you will restrict your questions to the issues before the court.

COUNSEL FOR THE DEFENDANT: I have no further questions.

JUDGE: (to the Pied Piper): You may step down. Does the counsel for the plaintiff have any further witnesses?

COUNSEL FOR THE PLAINTIFF: No, your honor.

JUDGE: Does the counsel for the defendant wish to call any witnesses?

COUNSEL FOR THE DEFENDANT: Yes, your honor. The defense wishes to call James Smith. (James Smith walks to where the Bailiff is standing, puts his left hand on the Bible, and raises his right hand.)

BAILIFF: Do you swear to tell the truth, the whole truth, and nothing but the truth?

JAMES SMITH: Yes.

COUNSEL FOR THE DEFENDANT: State your name and occupation.

JAMES SMITH: My name is James Smith and I am a burgher for the city of Hamelin.

COUNSEL FOR THE DEFENDANT: Were you present when the plaintiff made his offer to rid the city of its rats?

JAMES SMITH: Yes.

COUNSEL FOR THE DEFENDANT: What was agreed at that time to be the amount that the plaintiff was to be paid?

JAMES SMITH: The Pied Piper asked for one thousand guilders; then in all the excitement of thinking we may be rid of the rats, the mayor offered him 50,000 guilders.

COUNSEL FOR THE DEFENDANT: Did the plaintiff actually accept the offer of 50,000 guilders?

JAMES SMITH: Yes, he did. Then he went directly to the street and led the rats into the sewer.

COUNSEL FOR THE DEFENDANT: Did you take the plaintiff's offer seriously?

JAMES SMITH: He was dressed funny and spoke of secret charms which we had never heard of, but we did want him to try. We needed to do something about the problem and that is why we were meeting that day. I took him seriously if he could in fact do what he said he could.

COUNSEL FOR THE DEFENDANT: Those are all of the questions I have.

JUDGE: Does the counsel for the plaintiff have any questions for this witness?

COUNSEL FOR THE PLAINTIFF: Yes, your honor. (stands and approaches the bench) When the plaintiff came to the mayor's office and made the offer, why did the mayor raise the amount that was to be paid for his services?

JAMES SMITH: Because we were so eager to get rid of the rats.

COUNSEL FOR THE PLAINTIFF: Then what you bargained for was worth 50,000 guilders to the people of the city of Hamelin?

JAMES SMITH: I don't think you could put a price on the plaintiff's services since the problems which the rats were causing were so great.

COUNSEL FOR THE PLAINTIFF: Those are all of the questions I have.

JUDGE: Does the counsel for the defendant have any questions for this witness?

COUNSEL FOR THE DEFENDANT: No, your honor.

JUDGE: (addressing the jury): If you find that the plaintiff did, in fact, agree to the terms which the Mayor offered and that the offer and acceptance were not made in jest and that the performance was substantial, then you must find for the plaintiff. If, however, you find that either the performance was not substantial or the terms of the contract, including the price, was not agreed upon or were agreed upon in jest, then you must find for the defendant. (The jurors leave the room for a short period then return.)

JUDGE: Has the jury reached a verdict?

FOREMAN OF THE JURY: Yes, we find for the plaintiff in the full amount of damages, 50,000 guilders.

JUDGE: This judgment will be entered and the defendant will pay the plaintiff 50,000 guilders plus interest for his services. Court is adjourned. (Judge leaves the room and the courtroom crowd, greatly disappointed, leaves talking of how the town has been done an injustice. The Pied Piper takes his pipe and happily plays it as he leaves the courtroom.)

The Pied Piper vs. The City of Hamelin Vocabulary:

PLAINTIFF - one who brings charges in a lawsuit

MAYOR - the person elected to be the leader of a town or a city

BURGHER - a rich and respectable citizen of a town

BAILIFF - an official who assists in the courtroom

JURY - a group of people who solve a problem after listening to both sides of the issue

COUNSEL - a lawyer

DEFENDANT - a person who must answer a charge brought against him

ATTORNEY - one who is qualified to act for persons in legal proceedings

DOCKET - a list of matters to be considered in a courtroom

CONTRACT - a binding agreement

AUTHORIZE - to give legal power to someone

BREACH - to break a law or an obligation

GUILDER - a form of money

ALLEGE - to believe that something is true without proof

OBLIGATION - a contract; a duty; a promise

JEST - something that causes laughter; to joke

SWEAR - to make a serious promise to do something

BEHALF - support; defense

RELATE - to tell; to give an account of something

FORMATION - shape; development; an arrangement of things

PERFORMANCE - an accomplishment; an achievement; something that is done

OBJECTION SUSTAINED - in a courtroom, an objection by someone that is declared legal or true by the judge

RESTRICT - to hold back; to limit

ISSUE - something that can be argued