

**THE WHARTON SCHOOL**  
LGST-101-003, Introduction to Law and Legal Process  
Syllabus, Fall Semester 2005

**Professor:** Jerrilyn G. Marston

**Class Meets:** Monday and Wednesday, 12-1:30, JMHH 240

**Office Hours:**

- Monday and Wednesday ½ hour after class, 651 JMHH
- By telephone at 215-568-1155 (law office)
- By appointment at  
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Philadelphia, PA 19102-1907
- email: jmarston@bazless.com

**Assigned Readings:**

1. **Bulk Pack:** The substantive readings are contained in a photocopied, bound "bulk pack" of readings available from Wharton Reprographics, located on the basement level of Steinberg Hall – Dietrich Hall. Please ask for the bulk pack by the course name and the professor's name, as it is specific to this section. Additional handouts may be given out in class during the semester, and charged to each student's account. Please note: you must purchase this semester's bulk pack to take the course. Please do not rely on bulk packs from years past.
2. **Selections for Contracts:** (Foundation Press). This book may be purchased at the Penn bookstore and contains statutes we will be using in the second part of the course, dealing with contracts. However, you must purchase this book now. **These books may not be available later in the semester**, and you will be at a severe disadvantage if you don't have your own copy.
3. **Cases:** Please bring the assigned cases to class, as we will refer to them during class discussion, and you will need to have them with you. You do not need to bring other assigned readings to class. During the second half of the course (Contracts), you will also need to bring the pamphlet *Selections for Contracts* to class, in addition to the assigned cases.

You should complete the assigned readings before the class, especially the assigned cases, since lectures and discussions proceed on the assumption that you have done so.

Your class participation grade will in part depend on your preparation. At some point during the semester I will be calling on you randomly to discuss the assigned cases, and you should come to class prepared to do so. Make sure before you commit to this Legal Studies 101 Section that your schedule will permit you to fulfill this class requirement.

### **Class Requirements:**

#### 1. **Tests**

There will be two in-class examinations. The first examination will be closed book. The second will allow you to use your Selection for Contracts pamphlet.

**The first exam will take place during class on October 24, 2005. It will be part multiple choice and part short answer. It will cover all material discussed in class prior to October 19, 2005.**

**The second exam will take place during class on December 7, 2005. It will also be part multiple choice and part short answer. It will not be cumulative so it will cover all material discussed in class between October 26, 2005 and December 5, 2005.**

The first examination will count for thirty (35) percent of your grade. The second examination will count for thirty-five (35) percent of your grade.

Please make sure now, before you commit to this course and section, that you have no conflicts with these dates. Please, therefore, check your Christmas Travel plans; interview schedule; extracurricular events [plays, concerts]; family events [reunions, weddings, bar/bat mitzvahs]; and get a flu shot. There will not be a makeup for either examination.

#### 2. **Contract Simulation**

On November 16, 2005, I will hand out a contract simulation problem. This problem will be done in small groups of 5. You may form your own small group and submit the names to me anytime on or before November 14, 2005. If you have not done so by that date, I will assign you randomly to a small group. Each group will be responsible for negotiating and drafting a 5-page written contract based on a set of given facts. This group problem will receive a group grade, which will count for 25% of your individual grade. The final written contract will be due on December 14, 2005 at 12:00 NOON. in my mailbox on the 5<sup>th</sup> floor of JMHH in the Legal Studies Department.

3. **Class Participation**

Informed class participation will count for 5% of the grade. As noted, I call on students at random to discuss assigned cases, and this will be a part of your class participation grade. Attendance is not part of your class participation grade, although, if you are not in class, you obviously cannot participate in class discussions.

4. **Grading**

Wharton requires that grades be on a curve.

5. **Schedule**

(a) **Jewish Holidays** – Happily, the Jewish Holidays have no impact this year on class schedule.

(b) There will be no class on Wednesday, November 23<sup>rd</sup>.

6. **Dropping the Course**

If you decide to drop the course, you must do so before the first examination.

7. **Topics:** Following is a list of topics that we will cover in class, and the readings associated with them. You will notice that there are no dates associated with the topics. This is deliberate. Some of the topics take several weeks to cover; some take only a day. Moreover, class discussion can make some topics longer and or shorter. However, the topics and cases are listed in the order in which they will be covered in class. If you simply check off the topics and cases covered, as we go, you will know exactly where we are. In addition, I will make announcements both in class and via e-mail as to what we will cover in the forthcoming week. You should guide your class preparation accordingly.

# TOPICS

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## I. SURVEY OF CIVIL AND CRIMINAL LAW

### (1) What is Law?

*Bulk Pack 1:* "An Introductory Note on Jurisprudence," *Borghese*

*Bulk Pack 2:* "Introduction To Law"

*Bulk Pack 3:* "The Case of the Speluncean Explorers," *Fuller*

### (2) Criminal Procedure: The Fourth and Fifth Amendments; Privacy and Due Process of Law

*Bulk Pack 4:* "Criminal Law" (pp. 91-94)

*Bulk Pack 5:* "When Can the Police Conduct a Search and Seizure," from *Feinman*, Law 101.

*Bulk Pack 6:* Bond v. United States

*Bulk Pack 7:* Rochin v. California

*Bulk Pack 8:* Washington v. Chrisma

*Bulk Pack 9:* *The Constitution of the United States of America, Amendments 4, 5 and 14*

### (3) Civil Procedure:

*Bulk Pack 10:* "Legal Process" *Litigation and the Law*

*Bulk Pack 11:* "Your Day in Court," *the Litigation Process*," *Feinman*, Law 101

*Bulk Pack 12:* "Sue First, Ask Questions Later," *Shell*, Make the Ruler or Your Rivals Will."

World-Wide Volkswagen Corp. v. Woodson

Erie Railroad Co. v. Tompkins

*Bulk Pack 13:* Jury Simulation

### (4) Torts: Intentional Torts and Negligence

*Bulk Pack 14:* "Intentional Torts: (pp. 100-109)

*Bulk Pack 15:* Osterlind v. Hill

*Bulk Pack 16:* Lombardo v. Niemeyer

*Bulk Pack 17:* Wood v. Groh

*Bulk Pack 18:* BMW of North America v. Gore (pp. 109-115) (*Punitive Damages*).

**(5) Torts: Strict Liability and Products Liability**

- Bulk Pack 19:* “Negligence and Strict Liability” (pp. 120-127 and 415-421)  
*Bulk Pack 20:* *RESTATEMENT OF TORTS § 402A – Special Liability of Seller of Product for Physical Harm to User or Consumer*  
*Bulk Pack 21:* *Riley v. Warren Manufacturing, Inc.*

**(6) Property Law – Personal and Real and Intellectual**

- Bulk Pack 22:* “You are What You Own: The Law of Property,”  
*Feinman, Law 101*  
*Bulk Pack 23:* *Popov v. Hayashi*  
*Bulk Pack 24:* *Sturges v. Budgman*  
*Bulk Pack 25:* *Borton v. Forest Hills Country Club*  
*Bulk Pack 26:* *Nome 2000 v. Fagerstrom*

**(7) Property Law -- Intellectual**

- Bulk Pack 27:* Copyright Law: An Overview  
*Bulk Pack 28:* Patent Law: An Overview  
*Bulk Pack 29:* Trademark Law: An Overview  
*Bulk Pack 30:* “The Strategist’s Dream: Controlling Competition,”  
*Shell, Make the Ruler or Your Rivals Will*  
*Bulk Pack 31:* *Smolla, “You say Napster, I say Grokster: What do you do when Technology Outpaces the Law?”*,  
*Jurisprudence*  
*Bulk Pack 32:* *MGM v. Grokster* (to be added)

**II. ENFORCING PRIVATE AGREEMENTS: CONTRACTS**

**(8) Introduction to Contract Law – "The Agreement"**

- Bulk Pack 33:* “Introduction to Contracts” (pp. 186-192)  
*Bulk Pack 34:* *Quality Guaranteed Roofing v. Hoffman-LaRoche, Inc.*  
*RESTATEMENT (SECOND) OF CONTRACTS*

("RESTATEMENT"), § 1<sup>1</sup>  
Uniform Commercial Code ("U.C.C.");<sup>2</sup> § 1-201(3)  
U.C.C. § 1-201(11)

**(9) The Terms of the Agreement and the Need for a Writing**

*Bulk Pack 35: "Contracts in Writing" (pp. 301-318)*  
*Price v. Mercy Supply Co., Inc.*  
U.C.C. §§ 2-201; 2-202  
RESTATEMENT §§ 131, 139, 202, 203, 204

**(10) Consideration**

*Bulk Pack 36: Cases, Problems, and Materials on Contracts,*  
*"Consideration"*  
*Corbin on Contracts § 110*  
*Hamer v. Sidway*  
*Batsakis v. Demotsis*  
*Harris v. Watson*  
*Stick v. Myrick*  
*Lingenfelder v. Wainwright Brewery Co.*  
*Angel v. Murray*  
RESTATEMENT §§ 71, 73, 79

**(11) Offer**

*Bulk Pack 37: "The Offer" (pp. 157-179)*  
*Lucy v. Zehmer*  
*Barnes v. Treece*  
*Lefkowitz v. Greater Minneapolis Surplus Store*  
*Leonard v. Pepsico*  
  
*Field v. Golden Triangle Broadcasting, Inc.*  
RESTATEMENT §§ 24, 26, 27, 32, 33  
U.C.C. §§ 2-204, 2-305(1), 2-309(1)

**(12) Acceptance**

*Bulk Pack 38: "Acceptance" (pp. 180-207)*

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<sup>1</sup> *Selections for Contracts.*

<sup>2</sup> *Selections for Contracts.*

International Filter Co. v. Conroe Gin, Ice & Light Co.  
Fujimoto v. Rio Grande Pickle Co.  
Day v. Caton  
Hill v. Gateway  
Davis v. Jacoby  
RESTATEMENT §§ 30, 50, 69  
U.C.C. § 2-206

**(13) Termination of the Power of Acceptance**

Bulk Pack 39: *"Termination of the Power of Acceptance"*  
Bulk Pack 40: Lyon v. Adgraphics, Inc.  
Bulk Pack 41: Dickinson v. Dodds  
Marchiondo v. Scheck  
RESTATEMENT §§ 36, 48, 61  
U.C.C. § 2-205

**(14) Legal are Remedies for Breach**

Bulk Pack 42: *from "Contracts in a Nutshell":*  
*"Remedies Available at Common Law"*  
*(Damages)*  
Bulk Pack 43: *"A Note on Limitations to Contract Remedies"*  
Bulk Pack 44: Hadley v. Baxendale (Forseeability)  
Parker v. Twentieth Century-Fox Film Corp.  
*(Mitigation)*  
Bulk Pack 45: Ericson v. Playgirl, Inc. *(Certainty/Speculation)*  
Bulk Pack 46: Hawkins v. McGee (Compensatory Damages)  
Peevyhouse v. Garland Coal & Mining Co.  
*(Measurement of Compensatory Damages)*  
  
Bulk Pack 47: Anglia Television, Ltd. v. Reed (Reliance Damages)  
Sullivan v. O'Connor (Reliance Damages)  
Bulk Pack 48: Comeaux v. Brown & Williamson Tobacco Co.

**(15) Equitable Remedies for Breach**

Bulk Pack 49: *Equitable Remedies*  
Centex Homes Corp. v. Boag (Specific Performance)  
Lumley v. Wagner (Specific Performance)  
U.C.C. § 1-103

**(16) Bases for Imposing or Excusing Liability Outside of the Agreement: Mistake, Fraud & Duress, Public Policy**

*Bulk Pack 50:*            *Drennan v. Star Paving Co. (Mistake)*  
*Bulk Pack 51:*            *"A Note on Unconscionability, Duress and Illegality"*  
*Bulk Pack 52:*            *Bak-A-Lum Corporation of America v. Alcoa Building Products, Inc. (Good Faith)*  
*Bulk Pack 53:*            *Williams v. Walker-Thomas Furniture Corp. (Unconscionability)*

*Mistake:*                    *RESTATEMENT §§ 152-54*  
*Fraud:*                     *RESTATEMENT §§ 161-69*  
*Duress:*                    *RESTATEMENT §§ 175-77*  
*Good Faith:*              *RESTATEMENT § 205*  
                                    *U.C.C. § 1-201(19)*  
                                    *U.C.C. § 2-103(1)(b)*  
*Unconscionability:*      *RESTATEMENT §§178; 208*  
                                    *U.C.C.: § 2-302 (and Official Comment)*