

THE WHARTON SCHOOL
LGST-101-003, Introduction to Law and Legal Process
Syllabus, Fall Semester 2008

Professor: Jerrilyn G. Marston

Class Meets: Monday and Wednesday, 12-1:30, _____

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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- 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. **Slides:** The slides used in class will be posted on WebCafé after the lecture.
3. **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.
4. **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 8, 2008. It will be part multiple choice and part short answer. It will cover all material discussed in class prior to October 6, 2008.

The second exam will take place during class on November 24, 2008. 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 13, 2008 and November 19, 2008.

The first examination will count for forty (40) percent of your grade. The second examination will count for forty (40) 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. **[For all exams: If a topic has not been covered in class, it will not be on the exam.]**

2. **Contract Simulation**

On **November 10, 2007**, I will hand out a contract simulation problem. This problem will be done in small groups of 5 or 6. You may form your own small group and submit the names to me anytime on or before **November 6, 2008**. 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 15% of your individual grade. Class time during the final week of class will be devoted to this exercise. Final contracts will be due, in class, on the last day of class, **December 3, 2008**.

3. **Class Participation**

Informed class participation will count for 5% of the grade. As noted, I may 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.

4. **Grading**

Wharton requires that grades be on a curve.

5. **Schedule**

Jewish Holidays – Happily, the Jewish Holidays have no impact this year on class schedule.

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

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 Law

Bulk Pack 4: "Criminal Law" (pp. 85-91)

Bulk Pack 5: *Regina v. Dudley & Stephens*

(3) Criminal Procedure: **The Fourth and Fifth Amendments: Privacy and Due Process of Law**

Bulk Pack 6: "Criminal Law" (pp. 91-94)

Bulk Pack 7: *Illinois v. Wardlow* (Fourth Amendment – Search & Seizure)

Bulk Pack 8: *Rochin v. California* (Fifth Amendment – Due Process)

Bulk Pack 9: *The Constitution of the United States of America,
Amendments 4, 5, 6 and 14*

(4) 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: *World-Wide Volkswagen Corp. v. Woodson*
Erie Railroad Co. v. Tompkins

(5) Torts: Negligence and Strict Product Liability

Bulk Pack 13: "Intentional Torts, Negligence and Strict Liability"

Bulk Pack 14: "Negligence and Strict Liability" (pp. 120-127)

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

II. **ENFORCING PRIVATE AGREEMENTS: CONTRACTS**

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

Bulk Pack 22: "Introduction to Contracts" (pp. 186-192)
Bulk Pack 23: Quality Guaranteed Roofing v. Hoffman-LaRoche, Inc.
Selection for Contracts:
 UCC "Compiler's Note,"
 RESTATEMENT (SECOND) OF CONTRACTS,
 "COMPILER'S NOTE,"
 RESTATEMENT (SECOND) OF CONTRACTS
 ("RESTATEMENT"), § 1¹
 Uniform Commercial Code ("U.C.C.");² § 1-201(3)
 U.C.C. § 1-201(11)

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

Bulk Pack 24: "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

(8) **Consideration**

Bulk Pack 25: *Cases, Problems, and Materials on Contracts, "Consideration"*
Corbin on Contracts § 110
Hamer v. Sidway
Batsakis v. Demotsis
Harris v. Watson

¹ Selections for Contracts.

² Selections for Contracts.

Stick v. Myrick
Lingenfelder v. Wainwright Brewery Co.
Angel v. Murray
Ridge Runner Forestry v. Veneman
RESTATEMENT §§ 71, 73, 79

(9) Offer

Bulk Pack 26: "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.
Empro Manufacturing v. Ball Company
Manufacturing
RESTATEMENT §§ 24, 26, 27, 32, 33
U.C.C. §§ 2-204, 2-305(1), 2-309(1)

(10) Acceptance

Bulk Pack 27: "Acceptance" (pp. 180-207)
International Filter Co. v. Conroe Gin, Ice & Light Co.
Fujimoto v. Rio Grande Pickle Co.
Day v. Caton
Davis v. Jacoby
Bulk Pack 28: Hill v. Gateway
RESTATEMENT §§ 30, 50, 69
U.C.C. § 2-206

(11) Termination of the Power of Acceptance

Bulk Pack 29: "Termination of the Power of Acceptance"
Bulk Pack 30: Lyon v. Adgraphics, Inc.
Bulk Pack 31: Dickinson v. Dodds
Marchiondo v. Scheck
RESTATEMENT §§ 36, 48, 61
U.C.C. § 2-205

(12) Legal Remedies for Breach

Bulk Pack 32: from "Contracts in a Nutshell":

*"Remedies Available at Common Law"
(Damages)*

- Bulk Pack 33:* *"A Note on Limitations to Contract Remedies"*
Bulk Pack 34: *Hadley v. Baxendale* (*Forseeability*)
Parker v. Twentieth Century-Fox Film Corp.
(*Mitigation*)
Bulk Pack 35: *Ericson v. Playgirl, Inc.* (*Certainty/Speculation*)
Bulk Pack 36: *Hawkins v. McGee* (*Compensatory Damages*)
Peevyhouse v. Garland Coal & Mining Co.
(*Measurement of Compensatory Damages*)

Bulk Pack 37: *Anglia Television, Ltd. v. Reed* (*Reliance Damages*)

(13) Equitable Remedies for Breach

- Bulk Pack 38:* *Equitable Remedies*
Centex Homes Corp. v. Boag (*Specific Performance*)
Lumley v. Wagner (*Specific Performance*)
U.C.C. § 1-103

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

- Bulk Pack 39:* *"A Note on Unconscionability, Duress and Illegality"*
Bulk Pack 40: *Bak-A-Lum Corporation of America v. Alcoa Building Products, Inc.* (*Good Faith*)
Bulk Pack 41: *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)