

**THE WHARTON SCHOOL**  
LGST-101-004, Introduction to Law and Legal Process  
Syllabus, Fall Semester 2011

**Professor:** Jerrilyn G. Marston

**Class Meets:** Monday and Wednesday, 1:30 -3:00 PM, JMHH G50, Room f50

**Office Hours:**

- Monday and Wednesday 3-4 p.m.
- By telephone at 215-568-1155 (law office)
- By appointment at JMHH 652 MW; at  
Bazelon Less & Feldman, P.C.  
1515 Market St., Suite 700  
Philadelphia, PA 19102-1907 T, Th.
- email: jmarston@bazless.com

**Assigned Readings:**

1. **Bulk Pack:** The substantive readings are contained in a "bulk pack" of readings available online at Study.Net. The readings appear in the order that they appear in this syllabus. Please look 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. Please note: you must download semester's online 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.
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 copies of 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 19, 2011. It will be part multiple choice and part short answer. It will cover all material discussed in class prior to October 17, 2011.**

**The second exam will take place during class on November 30, 2011. 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 24, 2011 and November 28, 2011.**

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 16, 2011**, 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 10, 2011**. 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 exclusively to this exercise, and each group will be required to give a 5-8 minute in class presentation on some aspect of their contract problem/ negotiation process. You must submit your group's presentation topic to me before noon on Friday, December 2. The presentation will be a part of the group's contract grade. Final contracts will be due, in class, on the last day of class, **December 7, 2011**.

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** – Rosh Hashanah begins at sundown on Wednesday, September 27. Arrangements will be made to have this class videoed for those students observing the holiday.

**No Class** - Wednesday, October 26; Wednesday, November 23. Please make a note of these days on your calendars.

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. Each student should keep this syllabus handy, and check off the topics and cases covered in class, as we go. You will then 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 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, 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”), § 1<sup>1</sup>*  
*Uniform Commercial Code (“U.C.C.”);<sup>2</sup> § 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.* (*Statute of Frauds*)  
*U.C.C. §§ 2-201; 2-202*  
*RESTATEMENT §§ 131, 139, 202, 203, 204*  
*Bulk Pack 24(a):* *Reynolds v University of Pennsylvania* (*Implied contracts*)

### (8) **Consideration**

*Bulk Pack 25:* *Cases, Problems, and Materials on Contracts,*  
*“Consideration”*  
*Corbin on Contracts § 110*

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

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

Hamer v. Sidway  
Batsakis v. Demotsis  
Harris v. Watson  
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 and Equitable 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 (Foreseeability)  
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)
- Bulk Pack 38:* Equitable Remedies  
Centex Homes Corp. v. Boag (Specific Performance)  
Lumley v. Wagner (Specific Performance)  
U.C.C. § 1-103

**(13) 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)