

THE WHARTON SCHOOL
LGST-101-005, Introduction to Law and Legal Process
Syllabus, Fall Semester 2016

Professor: Jerrilyn G. Marston

Class Meets: Monday and Wednesday, 10:30 AM-12 Noon

Office Hours:

- Monday and Wednesday 12:15-1:30 p.m
- By appointment
- Email: jmarston@wharton.upenn.edu

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 bulk pack 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 and problem sets will be used in class during the semester and will be posted in the course site on Canvas. Please note: you must download THIS semester’s online bulk pack. Please do not rely on bulk packs from years past.
2. **Slides:** The slides used in class will be posted on Canvas.
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. Please buy the 2016 edition of the pamphlet, as statute numbers can change from year to year. You should purchase this book now as **these books may not be available later in the semester.** You will be at a severe disadvantage if you don’t have your own copy, since you will be allowed to bring an unmarked copy of this book to the second exam.
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. Examinations:

There will be two 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 IN CLASS on WEDNESDAY, OCTOBER 19. It will be part multiple choice and part short answer. It will cover all material discussed in class through October 17, 2016.

The second exam will take place IN CLASS on WEDNESDAY, NOVEMBER 30. 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, 2016 and November 28, 2016. You will be able to bring your UNMARKED Selections for Contracts pamphlet to the second exam.

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 exam dates**. Please, therefore, check your Christmas travel plans; interview schedule; extracurricular events [sports, plays, concerts]; family events [reunions, weddings, bar/bat mitzvahs]; and get a flu shot.

As a course requirement (an “assignment” in Canvas lingo) you will be required to affirm that you have (1) read the syllabus carefully, (2) checked your calendar and (3) that you have no conflict with either exam date or with any other due dates listed on the syllabus. Please put the exams on your calendars **NOW**. 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 (December 5-December 12).

On **December 5, 2016**, I will hand out a contract simulation problem. This problem will be done in groups of 6-7 students.. This exercise is unique to this section of LGST 101.

You may form your own group and submit it on Canvas anytime on or before **November 20, 2016**. If you have not done so by that date, I will assign you randomly to a group.

Each group will be responsible for negotiating and drafting a no longer than **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 week of December 5 will be devoted exclusively to this exercise. On December 7, 2016, there will be an in-class final negotiation session during which I

will be available to advise each group.

Final contracts (and backup documents as set forth in the problem) will be due on the last day of class, **December 12, 2016** at 12 noon. They should be submitted via Canvas. Instructions for submission will be included in the materials for the problem. There will be no class that day.

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, but is a class requirement.

4. **Schedule**

Jewish Holidays – Rosh Hashanah begins at sundown on October 3, 2016 and Yom Kippur at sundown on October 11, 2016. Arrangements have been made to have these classes videoed for those students observing the holiday.

NO CLASS: Wednesday, September 14 (makeup may be scheduled later in semester.)
Wednesday, November 23 (before Thanksgiving)
Monday, December 12 (contracts due)

5. **Dropping the Course**

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

6. **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 Canvas as to what we will cover in the forthcoming week. You should look for these announcements on Canvas each week and 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*
Bulk Pack 4: *Bazelon*, “Better Judgment,” “*Bazelon*”
Bulk Pack 5: *King v Burwell* (“Obamacare” case)

(2) Criminal Law:

- Bulk Pack 6:* “Criminal Law”
Bulk Pack 7: *Regina v. Dudley & Stephens*

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

- Bulk Pack 8:* *Criminal Procedure*
Bulk Pack 9: *Illinois v. Wardlow* (Fourth Amendment – Search & Seizure)
Bulk Pack 10: *Rochin v. California* (Fifth Amendment – Due Process)
Bulk Pack 11: *The Constitution of the United States of America*,
Amendments 4,5, and 14

(4) Civil Procedure

- Bulk Pack 12:* “Legal Process” *Litigation and the Law*
Bulk Pack 13: “Your Day in Court,” *the Litigation Process*,”
Feinman, Law 101
Bulk Pack 14: *World-Wide Volkswagen Corp. v. Woodson*
Erie Railroad Co. v. Tompkins

(5) Torts: Intentional Torts

- Bulk Pack 15:* *Intentional Torts*
Bulk Pack 16: *Agis v. Howard Johnson* (Intentional Infliction of
Emotional Distress)
Bulk Pack 17: *Frank B. Hall v. Buck* (Defamation)
Bulk Pack 18: *McCann v. Walmart Stores, Inc.* (False Imprisonment)
Bulk Pack 19: *Jewish Center of Essex County v. Whale a.k.a. Wolfish*
(Defamation)

(6) **Negligence and Strict Product Liability**

- Bulk Pack 20: Negligence*
Bulk Pack 21: Osterlind v. Hill
Bulk Pack 22: Lombardo v. Niemeyer
Bulk Pack 23: Wood v. Groh
Bulk Pack 24: BMW of North America v. Gore (Punitive Damages)
Bulk Pack 25: Strict Liability
Bulk Pack 26: 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 27: Riley v. Warren Manufacturing, Inc.

II. **ENFORCING PRIVATE AGREEMENTS: CONTRACTS**

(7) **Introduction to Contract Law – “The Agreement”**

- Bulk Pack 28: Introduction to Contracts*
Bulk Pack 29: Quality Guaranteed Roofing v. Hoffman-LaRoche, Inc.
Martin v Little Brown (Implied contract)

Selections for Contracts (“SC”):

RESTATEMENT (SECOND) OF CONTRACTS
(“RESTATEMENT”)
“COMPILER’S NOTE” pp.1-3
RESTATEMENT, § 1 (“CONTRACT DEFINED”)

UNIFORM COMMERCIAL CODE (“UCC”)
“Compiler’s Note” p.241
UCC § 1-201(b)(3)(“Agreement”);1-201(b)(3)
(“Contract”)

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

- Bulk Pack 30: Contracts in Writing*
Price v. Mercy Supply Co., Inc. (Statute of Frauds)
Mitchell v. Lath (PE Rule-partially integrated contract)
Reynolds v U.Pa. (Unintegrated oral contract)

SC: *U.C.C. §§ 2-201(UCC Statute of Frauds); 2-202 (UCC Parol Evidence Rule)*
RESTATEMENT §§ 131(Restatement Statute of Frauds)
209-10;212-15 (Rest. PE Rule)

(9) Consideration

Bulk Pack 31:

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
Ridge Runner Forestry v. Veneman

SC:

RESTATEMENT §§ 71, 73, 79

(10) Offer

Bulk Pack 32 :

The Offer
Lucy v. Zehmer
Barnes v. Treece
Lefkowitz v. Greater Minneapolis Surplus Store
Leonard v. Pepsico
Field v. Golden Triangle Broadcasting, Inc.
Empro Mfg v. Ball Company Mfg.

SC:

RESTATEMENT §§ 24, 26, 27, 32, 33
UCC. §§ 2-204
UCC “Gap Fillers”: §§ 2-305(1), 2-309(1)

(11) Acceptance

Bulk Pack 33:

“Acceptance”

International Filter Co. v. Conroe Gin, Ice & Light Co.

Fujimoto v. Rio Grande Pickle Co.

Day v. Caton

Davis v. Jacoby

Bulk Pack 34:

Hill v. Gateway

SC:

RESTATEMENT §§ 30, 50, 69
UCC § 2-206

(12) Termination of the Power of Acceptance

Bulk Pack 35:

“Termination of the Power of Acceptance”

Bulk Pack 36:

Lyon v. Adgraphics, Inc.

Bulk Pack 37:

Dickinson v. Dodds

Marchiondo v. Scheck

SC: *RESTATEMENT* §§ 36,45, 48, 61, 63 (“Mailbox Rule”)
UCC § 2-205

(13) Legal and Equitable Remedies for Breach

Bulk Pack 38: “*Remedies Available at Common Law*” (*Damages*)

Bulk Pack 39: “*A Note on Limitations to Contract Remedies*”

Bulk Pack 40: *Hadley v. Baxendale* (*Forseeability*)
Parker v. Twentieth Century-Fox Film Corp.
(*Mitigation*)

Bulk Pack 41: *Ericson v. Playgirl, Inc.* (*Certainty/Speculation*)

Bulk Pack 42: *Hawkins v. McGee* (*Compensatory Damages*)

Peevyhouse v. Garland Coal & Mining Co.
(*Measurement of Compensatory Damages*)

Bulk Pack 43: *Anglia Television, Ltd. v. Reed* (*Reliance Damages*)

SC: *RESTATEMENT* §§ 347,349-351;355-356

Bulk Pack 44: *Equitable Remedies*
Lumley v. Wagner (*Specific Performance*)

SC: *UCC* § 1-103;1-106

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

Bulk Pack 45: “*A Note on Unconscionability, Duress and Illegality*”

Bulk Pack 46: *Bak-A-Lum Corporation of America v. Alcoa Building*
Products, Inc. (*Good Faith*)

Bulk Pack 47: *Williams v. Walker-Thomas Furniture Corp.*
(*Unconscionability*)

SC: *Mistake*: *RESTATEMENT* §§ 152-54

Misrepresentstion:: *RESTATEMENT* §§ 161-69

Duress: *RESTATEMENT* §§ 175-76

Good Faith: *RESTATEMENT* § 205

UCC § 1-201(20)

UCC § 2-103(1)(b)

Unconscionability: *RESTATEMENT* § 208

UCC: § 2-302 (*and Official Comment*)