

THE WHARTON SCHOOL
LGST-101-005, Law and Social Values
Syllabus, Fall Semester 2017

Professor: Jerrilyn G. Marston

Class Meets: Monday and Wednesday, 10:30 AM-12 Noon, JMHH F90

Office Hours: | Monday and Wednesday 12:15-1:30 p.m.

- By appointment
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Assigned Readings:

1. **SNM:** The substantive readings for the course are contained in a set of materials that I have assembled that are available online at Study.Net. (“Study.Net Materials” or “SNM”) The readings appear on Study.Net in the order that they appear in this syllabus. Please look for the SNM 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 SNM. Do not rely on SNM 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 latest edition of the pamphlet, as statute numbers can and do change from year to year causing confusion. Even though we will not be using this pamphlet until the second (Contracts) part of this course, 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. (Acceptable annotations will be discussed later).
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.* (Note: this is an exception to “Wharton MBA Academic Policies: “Electronics in the Classroom Policy,” for those of you who prefer to annotate and refer to cases on your computer **Hard copies, however, preferred.**) 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 begin 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.*

5. Regarding **Electronics in the classroom**, with the exception of cases, please refer to “Wharton MBA Academic Policies: Electronics in the Classroom Policy.”

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 18. It will be part multiple choice and part short answer. It will cover all material discussed in class through October 16. Sample exam questions will be posted on Canvas several weeks before the exam.

The second exam will take place IN CLASS on WEDNESDAY, NOVEMBER 29. 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 23 and November 27. 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 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**.

For all exams: If a topic has not been covered in class, it will not be on the exam.

2. **Contract Simulation (December 4-December 15).**

On **December 4**, in class, I will hand out and discuss our contract simulation. 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 24**. 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 is a research as well as a writing project. This group problem will receive a group grade, which will count for 15% of your individual grade. Specific criteria for evaluating these contracts will be distributed and explained when the materials are distributed. Class time after Exam 2 will be devoted exclusively to this exercise. On December 6, 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 **December 15**, at 12 noon. They should be submitted via Canvas. Instructions for submission will be included in the materials for the problem and discussed in class when the materials are distributed.

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 your responses 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 September 20 and Yom Kippur at sundown on September 29, and so should have no effect on the class schedule this year.

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, prior classes have found it helpful to have me make weekly announcements via Canvas (usually on Fridays) as to what I hope to 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?

- SNM 1: *"An Introductory Note on Jurisprudence," Borghese*
SNM 2: *"Introduction To Law"*
SNM 3: *"The Case of the Speluncean Explorers," Fuller*
SNM 4: *Bazelon, "Better Judgment, " Bazelon*
SNM 5: *King v Burwell ("Obamacare" case)*

(2) Criminal Law:

- SNM 6: *"Criminal Law"*
SNM 7: *Regina v. Dudley & Stephens*

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

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

(4) Civil Procedure

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

(5) Torts: Intentional Torts

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

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

- SNM 20: Negligence*
SNM 21: Osterlind v. Hill
SNM 22: Lombardo v. Niemeyer
SNM 23: Wood v. Groh
SNM 24: BMW of North America v. Gore (Punitive Damages)
SNM 25: Strict Liability
SNM 26: RESTATEMENT OF TORTS § 402A – Special Liability of Seller of Product for Physical Harm to User or Consumer
Pay particular attention to the comments.
SNM 27: Riley v. Warren Manufacturing, Inc.

II. ENFORCING PRIVATE AGREEMENTS: CONTRACTS

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

- SNM 28: Introduction to Contracts*
SNM 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.1-4
RESTATEMENT, § 1 ("CONTRACT DEFINED")

UNIFORM COMMERCIAL CODE ("UCC")
"Compiler's Note" p.315-16
§ 1-201(b)(3) ("Agreement"); 1-201(b)(12)
("Contract")

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

- SNM 30: Contracts in Writing*
Price v. Mercy Supply Co., Inc. (Statute of Frauds)
Mitchell v. Lath (PE Rule-partially integrated 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;212-16) (Rest. PE Rule)

(9) Consideration

SNM 31:

Consideration
Corbin on Contracts § 110
Hamer v. Sidway
Batsakis v. Demotsis
Harris v. Watson (*Pre-existing duty rule*)
Stick v. Myrick (“
Lingenfelder v. Wainwright Brewery Co. (“
Angel v. Murray (“
Ridge Runner Forestry v. Veneman (*Illusory promise*)

SC:

RESTATEMENT §§ 71, 73, 79; 77 (*illusory promise*)

(10) Offer

SNM 32:

The Offer
Lucy v. Zehmer
Barnes v. Treece (*Rewards*)
Lefkowitz v. Greater Minneapolis Surplus Store (*Ads*)
Leonard v. Pepsico
Field v. Golden Triangle Broadcasting, Inc.

SC:

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

(11) Acceptance

SNM 33:

"Acceptance"
International Filter Co. v. Conroe Gin, Ice & Light Co.
Fujimoto v. Rio Grande Pickle Co.
Day v. Caton

SNM 34:

Hill v. Gateway

SC:

RESTATEMENT §§ 30, 50, 54(2)(c)
(*Conroe*);65(*Fujimoto*),69(*Day*)
UCC § 2-206

(12) Termination of the Power of Acceptance

SNM 35:

"Termination of the Power of Acceptance"

SNM 36:

Lyon v. Adgraphics, Inc.

SNM 37: Dickinson v. Dodds
Marchiondo v. Scheck

SC: RESTATEMENT §§ 35-42;,48,,68(“Methods of Termination Power of Acceptance”);
50(2),,45 (“Acceptance by part performance”)
63;40 (“Mailbox Rule”)
UCC § 2-205 (“Firm offers”)

(13) Legal and Equitable Remedies for Breach

SNM 38: "Remedies Available at Common Law" (Damages)
SNM 39: "A Note on Limitations to Contract Remedies"
SNM 40: Hadley v. Baxendale (Foreseeability)
Parker v. Twentieth Century-Fox Film Corp. (Mitigation)
SNM 41: Ericson v. Playgirl, Inc. (Certainty/Speculation)
SNM 42: Peevyhouse v. Garland Coal & Mining Co. (Measurement of Compensatory Damages)
SNM 43: Anglia Television, Ltd. v. Reed (Reliance Damages)

SC: RESTATEMENT §§ 347(Compensatory or Expectation Damages);349 (Reliance Damages);-
350(Mitigation);351 (Hadley-
Foreseeability);352(Certainty of causation-
Ericson);355 (Punitive damages);356 (Liquidated damages)

SNM 44: Equitable Remedies
Lumley v. Wagner (Specific Performance)

SC: UCC § 1-103(b) (equitable remedies unchanged by UCC)

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

SNM 45: "A Note on Unconscionability, Duress and Illegality"
SNM 46: Bak-A-Lum Corporation of America v. Alcoa Building Products, Inc. (Good Faith)
SNM 47: Williams v. Walker-Thomas Furniture Corp. (Unconscionability)

<u>SC:</u>	<i>Mistake:</i>	<i>RESTATEMENT §§ 152-54</i>
	<i>Misrepresentation:</i>	<i>RESTATEMENT §§ 161-69</i>
	<i>Duress:</i>	<i>RESTATEMENT §§ 175-76</i>
	<i>Good Faith:</i>	<i>RESTATEMENT § 205</i>
		<i>UCC § 1-201(20)</i>
		<i>UCC § 2-103(1)(b)</i>
	<i>Unconscionability:</i>	<i>RESTATEMENT § 208</i>
		<i>UCC: § 2-302 (and Official Comment)</i>