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JUROR DISCUSSIONS DURING CIVIL
TRIALS: STUDYING AN ARIZONA
INNOVATION.....*Shari Seidman Diamond, Neil Vidmar,
Mary Rose, Leslie Ellis & Beth Murphy* 1

In the past decade, the Arizona judiciary has led the country in jury innovations. One unique innovation instructs jurors that they are permitted to discuss trial evidence among themselves in the jury room during trial recesses as long as all jurors are present. This change from traditional jury procedures, in which jurors are admonished to avoid all case discussion until the end of the trial, stimulated a variety of opposing claims about the likely effects of permitting discussion during trial. This Article describes the experiment carried out to evaluate the claims. For the fifty civil jury trials in the experiment, all juror discussions during trial, jury deliberations, and the trial itself were videotaped. This Article compares the opposing claims made about the likely effects of discussion with the actual behavior of the juries, revealing the wide-ranging use that jurors made of the opportunity to discuss the case. Based on the results, several adjustments in procedures are suggested.

PRIVATIZATION OF WELFARE SERVICES:
DELEGATION BY COMMERCIAL
CONTRACT*Dru Stevenson* 83

This Article analyzes privatized welfare services from the standpoint of the nondelegation doctrine in constitutional law and economic incentive theories. While delegations of governmental power to administrative agencies are relatively uncontroversial, delegations of adjudicative powers to private parties have always presented special constitutional concerns for the courts. The relatively new practice of making governmental delegations via commercial contracts with private vendors raises controversial issues, as the contracts tend to create perverse incentives for the contracting firms to deny or delay claims for welfare benefits in order to increase corporate profits. This Article argues that perverse incentives are more or less inherent in the process of contracting with for-profit corporations to perform these traditional governmental functions, and recommends that policy makers exercise great caution in pursuing these public-private partnerships for the administration of welfare services.

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The thesis of this Article is that 1) we don't read contracts because we don't know how to read a contract, 2) we don't know how to read a contract because we haven't been taught to read a contract, and 3) we can be taught to read a contract. Starting from the premise that contract reading is unlike other reading and requires its own protocols, this Article uses a "think aloud" process to break contract reading down into logical and orderly steps. By following these steps, the reader will confidently—and perhaps even pleurably—undertake what was previously a daunting task.

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