

Prof. Heidi Schooner  
Antonin Scalia Law School  
George Mason University  
hschoone@gmu.edu  
Office : 420

## CONTRACTS I

Law 102 (002)  
Fall 2025 (two credits)

**Getting Started.** Please register for the course website as soon as you receive your Westlaw password during orientation. The website can be found [here](#). The course website will be used for all course materials (other than the required textbooks) and all communications regarding the course.

### Course Objectives.

Students in the course will gain doctrinal and substantive knowledge of the fundamental principles of contract law, as expressed in the common law, the Restatement of Contracts (Second), and Article Two of the Uniform Commercial Code. Specific topics include the elements of contract formation, alternative doctrine for enforcing promises, and defenses to the enforceability of oral contracts. The course is designed to teach problem solving and critical thinking skills through the application of common law and statutes to factual situations (ranging from short hypotheticals to complex problem sets). Significant class time is spent examining and developing practical legal skills relevant to the course doctrine, including developing the legal arguments of each of the parties in contracts disputes. In addition, we examine contract law critically to determine whether the court's holding is supported by existing law and other principles such as fairness and efficiency, to name but a few.

### Learning Outcomes.

By the end of the course, students should be able to:

- Describe the common law and statutory foundations of contract law
- Identify the rules of contract law applicable in a contract dispute
- Develop persuasive legal arguments for each of the parties in a dispute which demonstrate understanding of the applicable legal principles
- Demonstrate an understanding of the meaning and purpose of common contract clauses and the role they play in a contract dispute

**Assignments and Participation.** Preparing for our class sessions involves three components (all set forth in detail in the attached Course Outline): (1) Reading/briefing the assigned cases (including reading the notes following the cases); (2) Reading/studying the assigned provisions of the Restatement 2<sup>nd</sup> of Contracts and/or the Uniform Commercial Code; and (3) Completing periodic review problems.

At the end of each week, I will send an email indicating the material that will be covered in the following week. See below for a course outline for all the material covered in the course.

Class discussion is an important part of your learning experience. I will call on students individually and in groups and ask questions relevant to the assigned material. The purpose of the Q&A format is to enhance your learning (i.e., attempting to answer questions on the assigned material is an excellent way to learn). While I do not expect that students will always offer “correct” answers, I do expect students to have prepared for each class as described in “Preparing for Class” above.

**Attendance.** Regular and punctual attendance of class is a course requirement. Academic Regulation 4-1 provides: “If a student is absent for any reason for more than 20 percent of the sessions of a course, the student is not eligible for credit in that course. A student who is not present for at least 75 percent of a session of the course is absent from that session.” I will monitor class attendance by circulating a sign-in sheet at the beginning of each class session.

**Recording Class is Prohibited.** *No student is permitted to video, audio, or photograph class sessions.* Academic Regulation 4-2.2 provides an exception for students with disability accommodations through written permission by the Disability Services office.

**Laptops, Mobile Phones and Other Devices.** You may use a laptop, tablet etc. to take notes during class or access course materials. You may not use such devices for any other purpose during class.

**Office Hours.** At the end of every class period, I will remain in the classroom to answer your questions. In addition, periodically, I will schedule group question & answer sessions. Email me to schedule any other meetings.

**Grading.** Grading in this course will be calculated based on the final examination administered on December 5 at noon. The final exam will be three hours long and include essay and multiple choice or other short answer questions. The final exam is closed book. You will not be permitted to bring any materials into the exam.

## **Course Materials.**

(1) Required Texts:

Knapp, Crystal, Prince, Hart, and Silverstein Problems in Contract Law: Cases and Materials (Aspen Publishing, 10<sup>th</sup> edition, 2023) ISBN 9781543856309

Knapp, Crystal, Prince, Hart, and Silverstein, 2023 Rules of Contract Law (Aspen Publishing) ISBN 9781543850826

(2) Contracts Study Aids (suggested not required):

Review Questions in your casebook: Your Knapp & Crystal casebook includes multiple choice review questions at the end of each chapter. Answers to the review questions begin at page 1161.

Contract Law Videos by the Center for Innovation in Legal Education

Brian Blum, Contracts: Examples & Explanations (Aspen Law & Business, 9<sup>th</sup> ed. 2025) (includes practice hypotheticals with answers)

Scott J. Burnham, Questions & Answers: Contracts (Carolina Press, 4<sup>th</sup> ed. 2025) (multiple choice questions)

**Academic Integrity.** The Academic Standards require all students to uphold the highest personal integrity. Among other things, the standards provide that: “Students are responsible for ensuring the work they are submitting is their own created work. This includes checking to make sure that any information that was not their own creation is properly attributed to the original source, as well as working within the guidelines provided by the professor of the class regarding submitted work. Facilitating misconduct in the form of providing unauthorized resources, tests, or solutions for others is a violation of the university's academic standards and will be dealt with as such. Additionally, students should request an explanation of any aspect of the professor's policies that they do not fully understand.”

## CONTRACTS I COURSE OUTLINE

### CHAPTER 1: AN INTRODUCTION TO THE STUDY OF CONTRACT LAW

- pages 1 - 18 (omit Problem 1-1)
- Rest. 2<sup>nd</sup> § 1
- Pretest : available on course website under the Quizzes tab.

### CHAPTER 2: THE BASIS OF CONTRACTUAL OBLIGATION: MUTUAL ASSENT AND CONSIDERATION

#### A. Mutual Assent

##### 1. Manifestation of Mutual Assent

- pages 23 – 33 (Ray) (NB: The “notes and questions” following the cases are important reading. For this assignment, pay particular attention to note 6 following Ray).
- Rest. 2<sup>nd</sup> §§ 17(1), 21

##### 2. Offer and Acceptance in Bilateral Contracts

- pages 34 - 49 (Loneragan; Normile)
- Rest. 2<sup>nd</sup> §§ 22, 24, 36, 39, 43, 50, 63

##### 3. Unilateral Offers

- pages 49 - 55 (Cook)
- Rest. 2<sup>nd</sup> §§ 45, 32

##### 4. Postponed Bargaining: The "Agreement to Agree"

- pages 66 - 74 (Walker)
- UCC 2-305

##### 5. Chapter Review: Super Comics Problem 2-3, pages 86 - 87

#### B. Consideration

##### 1. Defining Consideration

- pages 87 - 100 (Hamer; Pennsy Supply)
- Rest. 2<sup>nd</sup> §§ 2, 71, 79

2. Applying the Consideration Doctrine

- pages 102 - 116 (Dougherty; Plowman)
- Rest. 2<sup>nd</sup> §§ 71, 77, 79

C. Contract Formation Under Article 2 of the Uniform Commercial Code

1. Mutual Assent Under the Uniform Commercial Code

- pages 133 – 140 (Jannusch)
- UCC §§ 2-102; 2-105; 2-204

2. Qualified Acceptance: The "Battle of Forms"

*Warning: this material is difficult; your preparation will take longer than usual.*

- pages 147 - 168 (Princess Cruises; Brown Machine)
- UCC § 2-207
- 2-207 outline available under “Course Materials” on course website
- Contract Law Video #10
- Contract Law Video #11
- Mendoza Problem 2-8, pages 179 - 181. Please follow these amended instructions to the problem: Instead of questions (a) and (b) on page 181, answer the following question: Is there a contract between Mendoza and G&P and, if so, what are the terms? Regarding question (c) on page 181 discuss whether the additional facts described would change your answer to the question above.

D. Electronic and “Layered” Contracting

- pages 181 – 208 (DeFontes; Long)
- §§ 2-204; 2-206

**CHAPTER 3: LIABILITY IN THE ABSENCE OF BARGAINED-FOR EXCHANGE: RELIANCE ON GRATUITOUS PROMISES, UNACCEPTED OFFERS, AND THE PRINCIPLE OF RESTITUTION**

A. Protection of Promisee Reliance: the Doctrine of Promissory Estoppel

1. Promises Within the Family

- pages 213 – 224 (Kirksey; Harvey)
- Rest. 2<sup>nd</sup> §§ 2, 90(1)

2. Charitable Subscriptions:

- pages 224 - 234 (King)
- Rest. 2<sup>nd</sup> §§ 90(1), 90(2)

3. Promises in a Commercial Context

- pages 235 – 243 (Katz)

**PRACTICE EXAM QUESTION: Lucky v Resort Homes**

B. Liability in the Absence of Acceptance: Option Contracts, Offeree Reliance, and Statutory Limitations on Revocation

1. Option Contract

- pages 253 - 262 (Berryman)
- Rest. 2<sup>nd</sup> §§ 25, 87, 90(1)

2. Offeree's Reliance

- pages 272 - 281 (Pop's Cones)
- Rest. 2<sup>nd</sup> §§ 90(1), 87(2)

3. Statutory Limits on the Power of Revocation

- pages 284 – 285
- UCC § 2-205

4. Review: Tinman Problem 3-4, page 285 - 286

C. Liability for Benefits Received: The Principle of Restitution

- pages 286 - 316 (Credit Bureau Enterprises; Commerce Partnership 8098; Watts)
- Restatement 3<sup>rd</sup> of Restitution § 20, 21, 28

- Chapter Review, Alliance Aviation Problem 3-5, pages 329-331

## **CHAPTER 4: THE STATUTE OF FRAUDS**

### **A. General Principles**

- pages 335 – 356; 360-369 (Crabtree; Beaver; Alaska Democratic Party)
- Rest. 2<sup>nd</sup> §§ 110, 131, 139

### **B. Uniform Commercial Code**

- pages 372 - 382 (Buffaloe)
- UCC § 2-201
- Chapter Review, Machine Tools Problem 4-4, pages 382 - 383