

Prof. Heidi Schooner  
Antonin Scalia Law School  
George Mason University

## CONTRACTS II

Law 103 (002) Two Credits  
Spring 2026

**Getting Started.** Please register for the course website on TWEN. The course website will be used for all course materials (other than the required textbook) 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 contract interpretation, defenses to enforceability, consequences of nonperformance, and third party rights. 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. You may use AI to help you study and to explore ideas raised in class. You may not, however, skip completing class assignments yourself by using AI. Doing so is unprofessional and will undermine your learning.

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 above.

**Attendance.** Regular and punctual class attendance is a course requirement. Academic Regulation 4-1 sets forth the attendance rules for receiving credit in this course. 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 and Final Exam.** Grading in this course will be calculated based on the final examination. 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. You will not be permitted access to the internet during the exam. As provided in Academic Regulation 4-3(c), the use of AI in preparing to write or in writing exam answers is prohibited.

## **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)

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

### **(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 II COURSE OUTLINE

### Chapter 5: THE MEANING OF THE AGREEMENT: PRINCIPLES OF INTERPRETATION AND THE PAROL EVIDENCE RULE

#### A. Principles of Interpretation

##### 1. General Rules of Interpretation

- pages 387 - 418 (Prochazka; Frigaliment Importing)
- Rest. 2<sup>nd</sup> §§ 201, 202, 203; UCC § 1-303

##### 2. Special Case of Adhesion Contracts

- pages 418 - 428 (C & J Fertilizer)
- Rest. 2<sup>nd</sup> § 211(3)

#### B. The Parol Evidence Rule

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

- pages 429 – 462 (Thompson; Taylor; Sherrodd) (spend a good amount of time with pages 436 – 440 in particular)
- Rest. 2<sup>nd</sup> §§ 209, 210, 213-217
- UCC §§ 2-202
- Contract Law Video #18
- Contract Law Video #19
- Contract Law Video #20
- Practice: Contract Interpretation Quiz (available on TWEN under the Quizzes tab)

#### C. Interpretation under the Uniform Commercial Code

- Pages 462 - 475 (Nanakuli)
- UCC §§ 2-202; 1-303
- Chapter Review: “Condemnation” Problem 5-3, page 479-480

### Chapter 6: SUPPLEMENTING THE AGREEMENT: IMPLIED TERMS, THE OBLIGATION OF GOOD FAITH, AND WARRANTIES

#### A. Rationale of Implied Terms

- pages 485 - 496 (Wood; Leibel)

- UCC §§ 2-306, 2-309

B. Implied Obligation of Good Faith

- pages 496 – 509; 512 – 529 (Seidenberg; Morin; Locke) (omit Problem 6-1)
- Rest. 2<sup>nd</sup> §§ 205, 228; UCC §§ 1-304, 1-201(20)

C. UCC Warranties

- pages 550 - 560 (Bayliner Marine)
- UCC §§ 2-313, 2-314, 2-315, 2-316

## **Chapter 7: AVOIDING ENFORCEMENT: INCAPACITY, BARGAINING MISCONDUCT, UNCONSCIONABILITY, AND PUBLIC POLICY**

A. Minority and Mental Incapacity

- pages 575 - 594 (Dodson; Sparrow)
- Rest. 2<sup>nd</sup> §§ 14, 15

B. Duress and Undue Influence

- pages 596 - 613 (Totem Marine; Odorizzi)
- Rest. 2<sup>nd</sup> §§ 175, 176, 177

C. Misrepresentation and Nondisclosure

- pages 632 - 656 (Syester; Hill)
- Rest. 2<sup>nd</sup> §§ 161, 162, 164

D. Unconscionability

- pages 661 – 676; 689 - 702 (Williams; De La Torre)
- Rest. 2<sup>nd</sup> § 208; UCC § 2-302

E. Restraints of Trade

- pages 705 – 720 (Valley Medical Specialists; omit Problem 7-3)
- Rest. 2<sup>nd</sup> §§ 187, 188
- Chapter Review: “Samantha Brown” Problem 7-5, pages 738 – 740

## **Chapter 8: JUSTIFICATION FOR NONPERFORMANCE: MISTAKE, CHANGED CIRCUMSTANCES, AND CONTRACTUAL MODIFICATIONS**

A. Mistake

- pages 743 - 766 (Lenawee County; BMW Financial)
- Rest. 2<sup>nd</sup> §§ 151, 152, 153, 154

B. Changed Circumstances: Impossibility, Impracticability, and Frustration

- pages 768 - 791 (Hemlock Semiconductor; Mel Frank Tool & Supply)
- Rest. 2<sup>nd</sup> §§ 261, 265

C. Modification

- pages 793 - 812 (“Schweitzer’s” Problem 8-4; Alaska Packers; Kelsey-Hayes)
- Rest. 2<sup>nd</sup> §§ 73, 89; UCC § 2-209

**Chapter 9: CONSEQUENCES OF NONPERFORMANCE: EXPRESS CONDITIONS, MATERIAL BREACH, AND ANTICIPATORY REPUDIATION**

A. Express Conditions

- pages 825 – 849 (Oppenheimer; JNA Realty)
- Rest. 2<sup>nd</sup> §§ 224, 227(1), 229
- “Smalltown Zoning” Problem 9-1, pages 849-850

B. Constructive Conditions and Material Breach

- pages 850 - 870 (Jacob & Youngs; Sackett)
- Rest. 2<sup>nd</sup> §§ 235, 237, 241
- Practice Exam Question: Emma’s Garden in the Shade (available on TWEN under Exam Preparation Materials)

C. Anticipatory Repudiation and Adequate Assurances of Performance

- pages 870 - 888 (Truman L. Flatt & Sons; Hornell Brewing)
- Rest. 2<sup>nd</sup> §§ 250, 251, 253, 256; UCC §§ 2-609, 2-610, 2-611
- Practice: Chapter 9 Quiz (available on TWEN under the Quizzes tab)

**CHAPTER 10: EXPECTATION DAMAGES: PRINCIPLES AND LIMITATIONS**

A. Computing the Value of Plaintiff's Expectation

1. Introduction

- pages 893 – 899

- Rest. 2<sup>nd</sup> §§ 347, 348(2)

2. Real Estate Contracts

- pages 899 – 909 (Crabby's)

3. Employment and Construction Contracts

- pages 910 - 922 (Handicapped Children's Education Board; American Standard)

B. Restrictions on the Recovery of Expectation Damages: Foreseeability, Certainty, and Causation

- pages 922 - 941 (Hadley; Florafax International)
- Rest. 2<sup>nd</sup> §§ 351, 352

C. Restrictions on the Recovery of Expectation Damages: Mitigation of Damages

- pages 941 - 967 (Rockingham County; Maness; Jetz)
- Rest. 2<sup>nd</sup> § 350; UCC § 2-708(2)
- Practice Exam Question: Stu v GWI (available under Exam Preparation Materials)

D. Liquidated Damages

- Pages 1089 – 1105 (Barrie School)
- Rest. 2<sup>nd</sup> § 356(1)

E. Nonrecoverable Damages: Items Commonly Excluded from Plaintiff's Damages for Breach of Contract

- pages 967 – 968
- Rest. 2<sup>nd</sup> §§ 353, 355

F. Buyers' and Sellers' Remedies Under the Uniform Commercial Code

- pages 992 – 1001 (Problem 10-2; Problem 10-3)
- Buyer: UCC §§ 2-711, 2-712, 2-713, 2-715
- Seller: UCC §§ 2-703, 2-706, 2-708, 2-709, 2-710

## **CHAPTER 12: RIGHTS AND DUTIES OF THIRD PARTIES**

### **A. Third Party Beneficiaries**

- pages 1113 - 1134 (Vogan; Chen)
- Rest. 2<sup>nd</sup> §§ 302, 311

B. Assignment and Delegation

- pages 1136 – 1156 (Herzog; Sally Beauty)
- Rest. 2<sup>nd</sup> §§ 317, 318, 322