

CONTRACTS II

Professor Michelle Boardman

Spring 2025

Law 103 002: Monday and Wednesday, 1:50-3:15

Required texts: A **physical copy** of the correct edition of each book is mandatory. You must have both books available to you during class.

Casebook: *Contract Law and Theory*, Robert Scott & Jody Kraus (6th ed.)

Supplement: *Contract Law and Theory: Selected Provisions* (5th or 6th ed.)

Assignments

Your primary reading will be from the casebook. If the casebook reading refers to a Code or Restatement section that is in the *Selected Provisions* supplement, read and ponder that section. As you know by now, reading a section several times is necessary but rarely sufficient for full understanding.

January 20:	Martin Luther King, Jr. Birthday observed, no classes.
January 22:	589-605, then re-read the introduction: Parol Evidence Rule
January 27:	606-622, review <i>Danann</i> 469+: UCC Parol Evidence Rule / Merger Clauses Class focus will be on UCC Parol Evidence but we will discuss merger clauses.
January 29:	623-629, read Note 2 closely; 643-652: Interpretation. We will be discussing <i>Soper's Estate</i> at some length.
February 3:	629-643, review Monday's reading before class: Complete Common Law Interpretation
February 5:	652-666: UCC Interpretation
February 10:	675-687, review <i>Steas</i> 85-89: Implied Conditions
February 12:	687-700: Express Conditions
February 17:	700-714: Modification of Conditions
February 19:	714-729: Warranties
February 24:	759-777: Begin Mistake and Excuse
February 26:	780-801, including <i>Taylor</i> 97-100: Mutual Mistake and Reformation. Begin Impossibility
March 3:	801-817: Impossibility and Commercial Impracticability
March 5:	819-836: Complete Impracticability, Begin Frustration
March 10 & 12:	Spring Recess
March 17:	832-863, note longer reading: Frustration and Excuse under Covid
March 19:	867-885, 889-892: Breach and Anticipatory Repudiation
March 24:	907-924: Insecurity and Seeking Assurances
March 26:	108-122, 939-956, worksheet: Begin Remedies: Expectation Damages
March 31:	122-130, 956-965: Specific Performance
April 2:	965-978: Reliance Damages
April 7:	978-988: Restitution
April 9:	988-994: Punitive Damages. Expectation/Reliance Review
April 14:	1016-1034, including <i>Hadley</i> , 130-133: Certainty & Foreseeability
April 16:	1035-1047: Duty to Mitigate

April 21: 998-1008, 1047-1055, 1063-1065: Lost Volume Sellers. Liquidated Damages
April 23: Make-up or possible review of compensation examples
April 24: Observe Monday schedule. 563-581: Statute of Frauds
April 29, noon: Open book/open document/open computer/closed internet: 3-hour exam

Discussion outside of class

You can meet with me during announced office hours or by appointment, in person or in my Zoom room. Current office hours are Tuesday, 11:20 a.m. – 12:30 p.m. Most questions can be answered by reviewing the assigned reading, reviewing your notes, or talking with your classmates; think of this as practice for real lawyering. If you pose a question to me, you must also make a good faith attempt at an answer. You may email questions, and answers, to mboardma@gmu.edu. A link to my Zoom room will be sent by email.

Grading

The final exam will be open book, open note, and will include a series of essay and shorter answer questions, potentially including multiple choice. I reserve the right to decrease your grade one step for lack of reading preparation.

Learning Outcomes

This course is about continuing adventures in contract law. Among other skills, at the end of Contracts II, students will understand and be able to apply:

- Rules of interpretation and parol evidence, in order to determine the applied meaning of a contract.
- Mistake and the excuse doctrines, including impossibility, impracticability, and frustration of purpose.
- Conditions and warranties.
- Breach and the extensive universe of damages and compensation.

This course will continue to refine your ability to read and apply cases in a common law system. At the end of Contracts II, students will have an advanced understanding of:

- How and when to apply the common law, the Second Restatement of Contracts, and the U.C.C.
- How to read and analyze a legal opinion in the context of other sources of law.
- How to use analogical reasoning to predict, or advocate for, a legal outcome in a novel factual circumstance.

Class recording by students is prohibited. Under Academic Regulation 4-2.2, no portion of a class session or an examination may be preserved by means of a recording device such as an audio recording device or camera. Any exceptions to this policy must be expressly permitted in writing by me. I may, if it is possible, record course sessions and make these available to individual students upon a request that I grant, or upon express direction from the Assistant Dean for Student Academic Affairs, to accommodate a student for certain absences, including illness.