

Articles + Publications | August 18, 2025

# Course of Dealing and Contract Modification in Virginia: How Conduct Can Support Modification of a Written Contract's Terms

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## Introduction

It is well-settled law in Virginia that the plain terms of contracts must be enforced as written. However, contracting parties “may evince a mutual intent to modify the terms of their contract” through a “course of dealing.” That means that a party can argue that a court should not apply the written terms of an agreement when the parties have modified the contract terms through a course of conduct. To give effect to any alleged modification, however, the party asserting the change must satisfy several rigorous requirements. Additionally, once it is shown that a contract should be modified by a course of dealing, questions may remain as to the permissible scope of any modification. This article explores the effect of a “course of dealing” on contract modification practices in Virginia and how any such claims could be advanced and contested under Virginia law.

[Click here to read the full article in \*Virginia Lawyer Magazine\*.](#)

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*Chris Porter and Martha G. Dean, 2025 summer associates with Troutman Pepper Locke who are not admitted to practice law in any jurisdiction, also contributed to this article.*

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