**Fundamentals of Contracts - Fall 2020 - Tim Hannan, Esq.**

I intend to teach a course that will impart to my students an in-depth knowledge of and appreciation for contracts. Every business transaction begins with a contract. The better the contract is, the better the prospect will be that the parties will avoid disputes and realize their goals.

**Topic Outline:**

**Week One:**
- DEFINITIONS
  - Contract Defined
  - Promise
  - Bargained-for Agreement
  - Express and Implied Contracts
  - Unilateral and Bilateral Contracts
  - Void and Voidable Agreements
  - Essentials of Contract

**Week Two:**
- OFFER AND ACCEPTANCE
  - Mutual Assent
  - Conditional Assent
  - Implied Offers
  - Requisites of an Offer
  - Preliminary Negotiations
  - Duration and Termination of Offers
  - Revocation of Offers
  - Nature of Acceptance
  - Acceptance by Words
  - Acceptance Must Conform to Offer
  - Conditional Acceptance
  - Communication of Acceptance
  - Conduct as Acceptance
  - Silence as Acceptance
  - Certainty of Terms

**Week Three:**
- CONSIDERATION
  - Sufficiency of Consideration
  - The Bargain Idea
  - Adequacy of Consideration
  - Consideration in Bilateral Contracts
  - Consideration in Unilateral Contracts
  - Mutuality of Obligation
  - Forbearance as Consideration
  - Substitute for Consideration – Promissory Estoppel
Week Four: STATUTE OF FRAUDS
Statute of Frauds in General - - Civil Code 1624
Promises of Indemnity
Contracts for the Sale of Real Property
Contracts for the Sale of Goods
Contracts Not to be Performed within One Year
Memorandum Sufficient to Satisfy Statute
Effect of Statute of Frauds

Week Five: MODIFICATION OF CONTRACTS
Modification Requires Mutual Assent
Modification Requires Consideration
When Modification is Binding by Estoppel
Contract Provision against Oral Modification
Oral Modification under Statute of Frauds
Extent and Effect of Modification
Parol Evidence Rule
Interpretation of Contracts

Week Six: CAPACITY OF PARTIES; THIRD PARTY BENEFICIARIES
Contracts of Minors
Ratification and Avoidance
Return of Consideration
Intoxicated Parties
Corporations - - Ultra Vires
Contracts for the Benefit of Third Parties
Beneficiaries of Specific Types of Contracts
Remedies of Third Party Beneficiary
Remedies of Promisee
Defenses Available against Beneficiary

Week Seven: ASSIGNMENT OF CONTRACTS; JOINT AND SEVERAL CONTRACTS
What Constitutes an Assignment
What Rights are Assignable
Prohibitions against Assignment
Delegation of Duties
Assignee’s Liability for Non-Performance of Delegated Duty
When Obligations are Joint, Several, or Both
Consequences of Joint and Several Liability
Survivorship of Joint Rights and Liabilities
Contribution
Week Eight: CONDITIONS
Meaning and Effect of Conditions
Conditions Precedent and Subsequent
Satisfaction as a Condition
Exact Compliance with Condition
Constructive Conditions
Doctrine of Substantial Performance
Promisor’s Inability as Excuse of Condition
Prevention as Excuse
Waiver of Breach as Excuse
Impossibility as Excuse

Week Nine: BREACH OF CONTRACTS
Material Breach and Failure of Consideration
Breach after Partial Performance
Willful Breach
Delay in Performance
Repudiation
Anticipatory Breach

Week Ten: REMEDIES FOR BREACH
Damages as a Remedy
Compensatory Consequential, Liquidated, Punitive
Certainty of Damages
Promisee’s Duty to Mitigate Damages
Specific Performance as Remedy
Restitution as Remedy