

Contracts – Performance Breach and Discharge

1.
 - a. Identify and distinguish among the various types of conditions.
 - b. Answer end of the Chapter Questions 10 and 13.
2. Read and be prepared to orally brief and discuss *Michael Silvestri v. Optus Software, Inc.*
 - a. What standard was used in determining the satisfaction of the employer?
 - b. Answer the question posed at the end of the case:
 - (1) Critical Thinking Question: Could an employee discharged under a satisfaction clause demonstrate that the employer was not honestly dissatisfied? Explain.
3. Define, explain, give examples of, and distinguish between the following terms:
 - a. Material breach (Answer end of Chapter Question 6)
 - b. Substantial performance (Answer end of Chapter Case Problem 15)
 - c. Anticipatory repudiation (Answer end of Chapter Question 8).
4. Read and be prepared to orally brief and discuss *Hochster v. De La Tour*.
 - a. Was Hochster required to file an action for breach of contract immediately upon being notified that De La Tour was repudiating?
 - b. What reasons support the nonbreaching party's right to institute an action immediately when there is an anticipatory breach?
 - c. How long does the breaching party have to retract an anticipatory breach?
 - d. Answer the questions posed at the end of the case:
 - (1) Ethical Question: Is it ethical for the injured party to bring suit immediately? Explain.
 - (2) Critical Thinking Question: What policy reasons support an injured party's right to bring suit immediately upon an anticipatory repudiation? Explain.
5. Distinguish among mutual rescission, substituted contract, accord and satisfaction, and novation.
Read and be prepared to orally brief and discuss *Associated Builders, Inc. v. William M. Coggins et al.* [online]
 - a. What are the requirements for an accord and satisfaction?
 - b. How does an accord and satisfaction differ from a substituted contract?
 - c. Answer the question posed at the end of the case:
 - (1) Critical Thinking Question: Should courts hold contracting parties strictly to the letter of a contract? Why or why not?
6.
 - a. Identify and explain the ways discharge may be brought about by operation of law?
 - b. Answer end of Chapter Questions 1–3 and 5.