

Civil Law

Chapter Eight Study Guide

8.1 Types of Consideration

What are the three requirements of consideration?
What is a gift and when does it become legally binding?
What is forbearance?
Who are the parties in a mutual exchange of promises?
How does the concept of legal value affect contracts?
Does consideration always need to be of equal value? If not, why?
What is nominal consideration?

8.2 Questionable Consideration

What are illusory promises and how do they affect contracts?
What is the purpose of an output contract? How is it different from a requirements contract?
How can an existing duty affect a contract?
What is a liquidated debt and how do they affect contractual agreements?
What is an accord and satisfaction?
Why would creditors accept a composition with creditors?
How can past consideration affect a contract?

8.3 When Consideration Is Not Required?

Are pledges to charities enforceable under contract law? Why?
How does the UCC treat firm offers?
Does a modification of a contract need new consideration? Why?
What is the purpose of a statute of limitations?
Does bankruptcy always terminate a contract? When does it not?
What is promissory estoppel and what are the three conditions for it to be valid?

Assignments:

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