### QUESTION 1

1. Impossibility of performance can relieve a party from performance of their obligations under a contract if:

|  |  |  |
| --- | --- | --- |
|  |  | an unforeseen event causes performance of the obligations to be physically impossible. |
|  |  | the contract specifically provides that performance is forgiven. |
|  |  | the contract is in writing. |
|  |  | an event that was expected when the contract was made occurs. |

**6**[**points**](https://online.columbiasouthern.edu/webapps/assessment/take/launch.jsp?course_assessment_id=_521771_1&course_id=_122109_1&content_id=_7434533_1&step=null)

### QUESTION 2

1. The statute of frauds requires that a contract that cannot be performed within 1 year be in writing to be enforceable. When does the time begin to run in such a contract?

|  |  |  |
| --- | --- | --- |
|  |  | The date that performance is to begin |
|  |  | The dates specified by the parties to the contract |
|  |  | 30 days after the contract is made |
|  |  | The date on which the contract was made |

**6 points**

### QUESTION 3

1. If a contract requires that a party to the contract perform specific obligations that are expected to take 2 years to complete, what circumstance would remove that contract from the statute of frauds requirement that contracts that cannot be performed within 1 year be in writing?

|  |  |  |
| --- | --- | --- |
|  |  | No circumstance would remove the contract from the statute of frauds' requirement that the contract be in writing because all contracts that cannot be performed within a year must be in writing. |
|  |  | If the contract was between two business entities, the contract would not have to be in writing. |
|  |  | If there is a possibility that the obligations under the contract could be performed in less than a year after the contract was made, the contract would not have to be in writing. |
|  |  | If the parties to the contract agree that the contract will be enforceable even though it is not in writing, the contract would not have to be in writing. |

**6 points**

### QUESTION 4

1. Is a prenuptial agreement that is in writing always enforceable?

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| --- | --- | --- |
|  |  | No, unless there is consideration for the agreement. |
|  |  | Yes, promises made in contemplation of marriage must be in writing. |
|  |  | No, prenuptial agreements violate public policy and are not enforceable. |
|  |  | Yes, because a prenuptial agreement has all of the elements necessary to form a contract. |

**6 points**

### QUESTION 5

1. If a specific event must occur before a party to a contract is required to perform their obligations under the contract, the contract:

|  |  |  |
| --- | --- | --- |
|  |  | is voidable. |
|  |  | must be in writing. |
|  |  | contains a condition precedent. |
|  |  | is not enforceable. |

**6 points**

### QUESTION 6

1. If a specific future event terminates a party's obligations under a contract, that future event is called a(n):

|  |  |  |
| --- | --- | --- |
|  |  | foreseeable event. |
|  |  | continuing condition. |
|  |  | avoidable condition. |
|  |  | condition subsequent. |

**6 points**

### QUESTION 7

1. One of the primary purposes of the statute of frauds requirement that a contract be in writing is:

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| --- | --- | --- |
|  |  | that courts do not favor verbal contracts. |
|  |  | to provide reliable evidence that a contract exists. |
|  |  | to ensure that lawyers are involved in the making of all contracts. |
|  |  | to ensure that contracts involving large sums of money are precise. |

**6 points**

### QUESTION 8

1. If a verbal contract should be in writing according to the statute of frauds, but a party to the contract relies on the contract and takes some action to their detriment:

|  |  |  |
| --- | --- | --- |
|  |  | they have acted in violation of the statute of frauds. |
|  |  | a court may enforce the contract under the promissory estoppel doctrine. |
|  |  | a court will require that the other party to the contract restore whatever has been received from the party who took action under the contract. |
|  |  | a court will declare that the contract is voidable. |

**6 points**

### QUESTION 9

1. If a party to a contract performs almost all of their obligations under the contract and has not intentionally failed to perform the obligations under the contract that they have not completed:

|  |  |  |
| --- | --- | --- |
|  |  | a court may find that there has not been a breach of contract according to the substantial performance doctrine. |
|  |  | they have breached the contract. |
|  |  | a continuing condition has not been satisfied. |
|  |  | the contract is voidable. |

**6 points**

### QUESTION 10

1. Partial performance is an exception to the statute of frauds requirement that a contract be in writing to be enforceable because:

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| --- | --- | --- |
|  |  | the actions of the parties in partially performing the contract demonstrate the existence of the contract and the terms of the contract. |
|  |  | once performance of obligations required in a contract begin, that performance must be completed. |
|  |  | partial performance is considered to be an admission that the parties to the contract have carefully considered the obligations they assumed in making the contract. |
|  |  | under English common law, any action under a contract makes a party to the contract responsible for fully performing the contract. |

### QUESTION 11

1. Bill and Spenser entered into a contract on March 1, 2019, which required Spenser to build a house according to plans and specifications supplied by Bill. Under that contract, Spenser was required to begin work on the house by April 1, 2019, and complete the house by April 15, 2020. Was that contract required to be in writing? Why, or why not?

The contract between Bill and spencer should be in writing for it to be valid. Having a written contract makes it enforceable because it states the obligation and actions of each party. A written contract between Bill and Spencer proves the existence of the contract and outlines the terms of the contract. Bill and Spencer should have their contract written because it would make it easier for parties to navigate disputes in case of a breach of the contract.

### QUESTION 12

1. 4-H and Chuck, a farmer, entered into a verbal contract that required Chuck to deliver 20,000 bushels of corn to 4-H when Chuck harvested the corn crop on his farm. Chuck planted enough corn on his farm to produce the 20,000 bushels of corn that he was required to deliver to 4-H, but as the corn was growing, a severe storm dumped excessive amounts of rain on Chuck's farm and damaged his corn crop. When Chuck harvested his corn crop, he was only able to salvage 7,000 bushels of corn and could not deliver the 20,000 bushels that he had agreed to deliver to 4-H. Does Chuck have a defense to breach of the contract with 4-H? What is that defense?

4-H and Chuck enter into a verbal contract, which stated that chuck was to deliver 20,000 bushels after harvest. Chuck performed his legal obligation by planting enough corn to meet the 20000 bushels as agreed. However, the storm destroyed the harvest and Chuck was not able to perform his obligation. Chuck and 4-H did not foresee the occurrence of the storm that terminated chuck’s obligation. Chuck has defense of the breach of contract with 4-H since the chuck’s obligation was terminated through condition subsequent.