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| Module Title: | Contract Law 2 |
| Language of Instruction: | English |
| Credits: | 5 |
| NFQ Level: | 8 |
| Module Delivered In | 3 programme(s) |
| Teaching & Learning Strategies: | <p>Lectures - communication of knowledge and ideas from the lecturer to the learner</p> <p>Problem Solving Exercises - learner will work as part of a team and will work together to resolve various legal scenarios.</p> <p>Class Discussion/Debate - Learners will be encouraged to actively participate in the class sessions which will develop their analytical and communication skills.</p> <p>E-Learning - It is envisaged that the module will be supported with on-line learning materials.</p> <p>Self-Directed Independent Learning - the emphasis on independent learning will develop a strong and autonomous work and learning practices.</p> |
| Module Aim: | <p>The aim of this module is to guide the learner through a further course of study, to increase her/his knowledge of the principal theories of contract law. It aims to provide a learning environment, which will enable the learner develop the analytical skills required to apply their legal knowledge to various scenarios.</p> |
| Learning Outcomes | |
| <i>On successful completion of this module the learner should be able to:</i> | |
| LO1 | Critique the concept of equitable intervention on a contract and will be able to identify cases of duress, undue influence and unconscionable bargains and the approach of the courts |
| LO2 | Discuss and explain the various methods of discharging contracts and identify and select the appropriate common law and equitable remedies for breach of contract |
| LO3 | Independently research aspects of contract law |
| Pre-requisite learning | |
| Module Recommendations | |
| <i>This is prior learning (or a practical skill) that is recommended before enrolment in this module.</i> | |
| No recommendations listed | |
| Incompatible Modules | |
| <i>These are modules which have learning outcomes that are too similar to the learning outcomes of this module.</i> | |
| No incompatible modules listed | |
| Co-requisite Modules | |
| No Co-requisite modules listed | |
| Requirements | |
| <i>This is prior learning (or a practical skill) that is mandatory before enrolment in this module is allowed.</i> | |
| No requirements listed | |

Module Content & Assessment

Indicative Content

Equitable Intervention

Introduction • Duress • Undue Influence – the presumption of undue influence, undue influence as of fact, discharging the onus of proof, delay in seeking relief; Undue influence and third party lending institutions and approach of Irish courts; • Unconscionable Bargains – approach of the Irish courts, upholding unconscionable bargains

Discharge of Contractual Obligations

Discharge of contract through performance (including entire and divisible contracts), fault of one party preventing performance, tender of performance • Discharge through agreement – rescission through accord and satisfaction, variation, waiver and estoppel. • Discharge following a breach of contract (including repudiatory breach, fundamental breach, breach of condition and employment contracts; consequences of breach). • Discharge through operation of law – the doctrine of frustration – theoretical basis of frustration, frustration of the business venture frustration and illegality, self-induced frustration, contracts of employment, frustration of a lease, effects of the doctrine of frustration.

Remedies for Breach of Contract

Underlying principles • Damages –Classification of the measure of compensation, punitive damages, unjust enrichment, “speculative” damages, quantification of damages, remoteness of the damage, mitigation of loss, contributory negligence, interest, penalty and liquidated damages clauses, quantum meruit • Equitable Remedies - specific performance, injunctive relief, rescission, rectification

Third Party Rights

Concept of privity of contract – origins, equity’s response to actions brought by third parties, agency, covenants running with the land, statutory exceptions to the privity doctrine, reform

Assessment Breakdown

%

Project

100.00%

No Continuous Assessment

Project

| Assessment Type | Assessment Description | Outcome addressed | % of total | Assessment Date |
|-----------------|---|-------------------|------------|-----------------|
| Project | A project consisting of an essay or problem based assessment to demonstrate achievement of the learning outcomes. It may involved an in class assessment or an oral presentation. | 1,2,3 | 100.00 | n/a |

No Practical

No End of Module Formal Examination

SETU Carlow Campus reserves the right to alter the nature and timings of assessment

Module Workload

| Workload: Full Time | | |
|----------------------------|--------------------|--|
| <i>Workload Type</i> | <i>Frequency</i> | <i>Average Weekly Learner Workload</i> |
| Lecture | 12 Weeks per Stage | 3.00 |
| Independent Learning Time | 15 Weeks per Stage | 5.93 |
| Total Hours | | 125.00 |

| Workload: Part Time | | |
|----------------------------|------------------|--|
| <i>Workload Type</i> | <i>Frequency</i> | <i>Average Weekly Learner Workload</i> |
| Lecture | Every Week | 1.50 |
| Total Hours | | 1.50 |

Module Delivered In

| Programme Code | Programme | Semester | Delivery |
|----------------|---|----------|-----------|
| CW_BBLAW_B | Bachelor of Business (Honours) in Business with Law | 4 | Mandatory |
| CW_BBLAW_C | Higher Certificate in Business with Law | 4 | Mandatory |
| CW_HHLAW_B OLD | Honours Bachelor of Laws Degree - LLB | 4 | Mandatory |