

What most people want to know from a California contract lawyer is whether they or the other party have broken that agreement and whether they are obligated to pay for breaking that contract or agreement in California.

If you have an issue with a contract in California visit our law firm website at <http://www.sebastiangibsonlaw.com> for more information and call us at any of the numbers easily found on our website.

If you're in business in California and even if you're not, you already know what a contract is. It's that thing you signed when you or another party agreed to pay something in return for something else.

In order to determine the answer to who's entitled to what, a contract attorney in California must read the contract and learn what happened from the client. If the contract is in writing, for the most part, the written terms of the contract determine the answers to those questions. But it is still usually necessary for a California contract lawyer to advise a client how the law looks at such terms.

If the agreement was not in writing, then the client's statements and those made by the other party when the agreement was made become of more significance. In other cases, the question of whether a contract exists or not, may depend on whether there was an offer and an acceptance of that offer.

A contract can also be implied by the conduct of the parties. However, implied contracts and oral contracts are usually the most difficult types of contracts to prove. A written contract is the easiest, and this is why contract attorneys advise everyone to always put their agreements into writing.

In determining whether there has been a breach of the contract under California contract law, or in other words, whether one of the parties broke their agreement, it is required to determine if one of the parties performed their promises under the contract agreement.

For one party to obtain damages from the other, the performing party must have performed his or her obligations under the contract, or there must have been what the law allows as a valid excuse to his or her performance. The performing party also may allege that the other party waived the performing party's performance. However, a party claiming that his or her performance was excused or waived has a much more difficult burden of proof, in most cases, to be successful and obtain damages

The crux of a breach of contract claim is the other party's breach. The breach may be a failure to pay money, or the failure to perform some service, deliver goods or take some other action.

Since the object of a claim for breach of contract is the damages suffered by a party, the person claiming he or she was wronged, must have also suffered some financial damages.

The next question for clients is what are they entitled as a result of the breach of the contract by the other party.

The general rule is that the injured party is entitled to the benefits he or she would have received if the contract had been performed. This is generally the amount that would compensate the aggrieved party for all the detriment he or she suffered as a result of the breach.

That doesn't mean, however, you can claim emotional stress, punitive damages, try to inflate your damages unfairly, or obtain damages which cannot be clearly ascertained.

However, an injured party may obtain damages for lost profits, for his or her expenditures, for interest, and if the contract provided for them, even for attorneys' fees and costs and again, if the contract provides for a specific amount of damages, for these "liquidated" damages.

Each case rests on its own merits and there are different ways to plead and prove a person's damages. Some remedies under the law are exclusive while in other cases, a client must choose which damages he or she would prefer to obtain, for example specific performance of the contract. On the other hand, a party, may have the option of rescinding the contract (the remedy of rescission) when it has been breached by the other party, and seek restitution of the price he or she paid, in other words, his or her consideration.

While the terms of a written contract are extremely important where there is one, there is much more to contract law than simply reading a contract or writing down simple terms such as "if I do this, you agree to pay me that." If you want the right to be paid for your attorney's fees and costs in the event of a breach, for instance, some additional language must be added to the contract.

In California, a prevailing party in a contract dispute is entitled to attorneys' fees only if the contract provides for this. If the contract is silent, each party is responsible for their own attorneys' fees and costs. This is often crucial to a decision by a client of whether or not to go forward with litigation.

There are also many other issues a California contract lawyer must analyze in a contract case, among which are whether a California court would have jurisdiction over the case. This may depend on issues such as where the contract was formed, where it was to be performed and the locations of the parties involved. If the contract was agreed to over the Internet, there are another whole set of facts and issues that must be considered.

There is also the issue of which statutes of limitations apply and determining if an aggrieved party can still file a lawsuit in court or whether the time has run out on such a claim. There are different statutes dealing with written contracts and oral contracts and those statutes vary from state to state. There are also different rules dealing with contracts involving land or real estate, minors, and other situations.

If you have a contract that's been breached by another party or if you are being sued by someone over a contract, visit our law firm website at <http://www.sebastiangibsonlaw.com> and call the law firm of R. Sebastian Gibson today.