### IDJI 6.10.3 – Breach of unilateral contract

INSTRUCTION NO. \_\_\_

In order to establish plaintiff’s claim of breach of a unilateral contract, the plaintiff has the burden of proving each of the following propositions:

1. The defendant made statements which constituted an “offer” as defined in these instructions.

2. The defendant intended that a person, such as the plaintiff, would perform acts in accordance with the offer.

3. The plaintiff performed the acts required or requested by the defendant’s offer.

4. The plaintiff performed the acts with the intention that the acts would constitute an acceptance of the defendant’s offer.

5. The defendant was notified of plaintiff’s performance within a reasonable time.

6. The defendant has not fulfilled defendant’s part of the offer.

7. The nature of the performance required of defendant to complete the contract, and the value or dollar amounts thereof.

If you find from your consideration of all the evidence that each of these propositions has been proved, your verdict should be for the plaintiff.