

**13-836. Accord and satisfaction.**

\_\_\_\_\_ (*obligor*) is excused from further performance of [his] [her] obligations under the contract if \_\_\_\_\_ (*obligor*) (third party) has [offered] [performed] and \_\_\_\_\_ (*obligee*) has accepted \_\_\_\_\_ in full satisfaction of \_\_\_\_\_ (*obligor's*) obligations under the contract.

**USE NOTE**

This instruction is applicable to the defense traditionally labeled "accord and satisfaction," as well as to other defenses which go beyond strict accord and satisfaction, such as "novation," "substituted contract," or "executory accord." When applicable, this defense may require use of UJI 13-805 through 13-813 NMRA (offer and acceptance).

[Adopted, effective November 1, 1991.]