

Chapter 18- Remedies

-Wont get putative damages unless you prove the tort of fraud.

Expectation interest- Benefit of the bargain put plaintiff in position she would have been in the K performed.

-*Direct: Flow directly from the contract. – simple math

-*Consequential- Are those resulting from the unique circumstances of the injured party. The damages are only available if they are a foreseeable consequence of the breach. Have to put in “time of the essence” then its foreseeable.

-*Incidental damage- are the relatively minor costs that the injured party suffers when responding to the breach.

UCC 2-703- Seller and buyer might have different remedies.

Seller cant get consequential.

-The difference b/w the original contract price and the price she was able to obtain in the open market. The seller can resell the item to someone else better than the buyer can get the item.

efficient breach- breach one contract to sell to another one and make a profit by breaching the first contract.

Reliance Interest: puts the injured party in the position he would have been in had the parties never entered into a contract.

Formula: -The amount you would have made - The amount of money you were making before.

-Cant measure damages by speculation

-Reliance for valid contracts.

Quasi-Contract- A court may award restitution, even in the absence of a contract, where one party has conferred a benefit on another and it would be unjust for the other party to retain the benefit.

-Recall the farmer example.

Voidable contracts: Restitution and rescission

Ask the court to void a contract= rescission.

Restoring to the original position= restitution

-The law doesn't have sympathy for the party that did wrong having to pay.

Equity- money damages.

Specific performance typically deals with= land, building, certain house/ cars.

-A court will award specific performance, ordering the parties to perform the contract only in the cases involving the sale of land or some other asset that is considered “unique”.

-Can't order someone to finish a task before they leave.

Injunction- Court order someone to refrain from doing something.

Ex: restraining order.

Preliminary would be the result of the injunction. Keeps everyone in limbo until after the trial.

-Permanent- The injunction become permanent or discharged.

Reformation- Court will partially rewrite a contract so its more fair for both sides.