Contracts Remedies

	SALE OF GOODS		SALE OF LAND		CONSTRUCTION		EMPLOYMENT	
	BUYER'S REMEDIES (seller in breach)	**SELLER'S REMEDIES** (buyer in breach)	**BUYER'S REMEDIES** (seller in breach)	**SELLER'S REMEDIES** (buyer in breach)	**OWNER'S REMEDIES** (builder in breach)	**BUILDER'S REMEDIES** (owner in breach)	**EMPLOYER'S REMEDIES** (employee in breach)	**EMPLOYEE'S REMEDIES** (employer in breach)
Legal Damages Expectation or Reliance plus Consequential and Incidental	**Nondelivery:** 1. Fair market value of goods - K price (Measuring value: note time and place) 2. "Cover": actual substitute - K price **Nonconform. goods:** 1. Reject in whole or part, sue for breach (use expectation) 2. Accept and sue on warranty: diff. in value (as is - as warranted) **Consequential** (foreseeable) **& Incidental**	**If buyer accepted:** Unpaid contract price **If buyer repudiates before delivery:** 1. K $ - market $ 2. Resell: new buyer: K $ - actual sale $ 3. Unique goods: K $ **Goods unfinished:** If ID to K, resell OK **If goods in transit:** May stop delivery **Lost volume seller:** Lost profit on K: (K $ - cost to seller)	**For seller's breach:** Expectation damages: Market $ - K $ (measure may be later resale $) OR Reliance damages (Rare. English rule) Consequential and incidental When seller delays: Lost rental value	**For buyer's breach:** Expectation: K $ - market $ (market $ measure may be resale $) Consequential & incidental	**For builder's breach:** Expectation measure: Cost of substitute work (completion or repair) OR Difference in value But builder always gets part $ for part perf. **If material breach:** Cost of completion plus conseq./ incid. for delay (e.g. lost rents) **If substan. perform.:** Limited to diff. in value if repair not feasible	**For owner's breach:** Expectation: lost profit (Unpaid K - remaining cost of performance) OR $ spent (reliance) plus total lost profit (total K - total cost) **If work is done:** Unpaid K price **If work part done:** Unpaid K - cost OR $ spent + total profit (if profit uncertain) **If work not started:** Total K - total cost	**Employee's breach:** Expectation: Wages of subst. - K wages) (Still have to pay for work already done) Incidental: Cost of finding substitute	**Employer's breach:** Expectation: $ due + All unavoidable K $ (Duty to mitigate by looking for work) **Wrongful dismissal** Tort = punitive dmg
Restitution Measured by Benefit to Defendant	**Prepayment:** Buyer recovers down payment whether damages or restitution **Replevin:** Recover specific goods if paid for	**Not applicable**	May recover down payment (reliance? restitution?)		**Not applicable:** Buyer has usually not made payments in excess of benefit received by builder's part performance.	**Builder breach:** May still get value of part perf. but ≤ K $ **Builder subst. perf:** If owner just owes $, builder only gets K $ (No restitution)		**Available:** May get value of services rendered, even in excess of K $
Rescission Cancellation	For nondelivery or rejection of nonconform. goods: **Cancel** & sue for breach	For nonpayment or repudiation: **Cancel** & sue for breach	**Rescission & Restitution** of any payments made, less value of use of land		**Not applicable:** If builder repudiates after part perform.: No point in rescission & restitution by owner, same reason as restitution above	**Owner repudiates after part perform:** Rescission & Restitut. Builder gets market value of work done, even if more than contract price		
Specific Performance & other injunctive relief	**Sometimes avail:** 1. Unique goods 2. Inability to cover 3. Requirements or output K: inability to get long-term supply	Whenever seller can get full K price, this is technically specific performance	**Specific Performance is available** because LAND IS UNIQUE	**Specific Performance is available** because of mutuality of remedy and because damages inadequate	**Generally not available** Modernly possible if damages inadequate (Usually when the promisee is NOT the owner of the prop.)	**Not applicable** (only money due so damages adequate)	**NO spec. perform.** (13th Amend. & too hard to supervise) **Covenants** Not to compete or not work for others are enforceable	**Reinstatement**