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===== Start of Answer #1 (1179 words) =====

Percy ("P") may reasonably seek following remedies against Daria ("D").

I. Compensatory damages

The purpose of the compensatory damages in contract is to put the plaintiff in the position where he would have been in had the contract been performed.

Compensatory damages are consisted of expectation damages, reliance damages, restitutionary damages, liquidated damages, nominal damages, incidental damages and consequential damages. There is no punitive damages in contracts remedies.

Expectation damages

Expectation damages are measured as benefit of bargain.

Here, P's expectation from this contract was getting paid for his performance at \$15,000 and photographing the entire landscaping project for an article P planned to propose to the Beautiful Yards and Gardens magazine. Loss of photographing opportunity will be discussed below under consequential damages.

D will argue that P is not entitled to receive \$15,000 because P secured a different project with Stuart in the third month after the repudiation and received \$1,500. D will argue that at most, P will get \$13,500.

However, P will argue that P could have completed D's project at the same time and thus project with Stuart should not be considered.

A non-breaching party must take reasonable efforts to mitigate his damages and the court is likely to treat P's contract with Stuart at \$1,500 as mitigation.

Therefore, P will be entitled to \$13,500 as an expectation damages.

Reliance damages

Reliance damages are to put the plaintiff in the position where he would have been in if there was no contract.

Reliance damages are given when the expectation damages are too speculative. Here, expectation damages are not speculative so reliance damages will not be given.

Restitutionary damages

Restitutionary damages are to prevent unjust enrichment and it is measured as the amount of benefit conferred to the defendant by the plaintiff.

Here, P will argue that he worked for two months without being paid from D before D unjustifiably repudiated the contract. Although the entire performance was not completed by P, P will argue that the reasonable value of his performance should be paid by D. Facts state that P estimated that he would work about 100 hours a month on the project and would complete the project in 3 months. It can be inferred that this contract may be divisible as P estimated to spend 100 hours each month. If the court treats this contract as divisible contract, the reasonable value of P's work for two months can be calculated as \$10,000 as the total value of the contract was \$15,000.

Therefore, P can claim \$10,000 for restitutionary damages.

Consequential damages

Consequential damages are amount of cost of breach projected at the time of

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the formation of contract. This damages must have been foreseeable when the contract was formed to be recovered.

Lost opportunity of photographing the entire landscaping for an article at a magazine

Here, P will argue that he should get \$15,000 of the contract price as well as the loss of opportunity to photograph the entire landscaping project for an article. Facts state that he anticipated that publicity from the article would more than compensate him for his reduced fee and that was why P agreed to perform the work for \$15,000, half of what he usually get paid for.

P will further argue that D was aware of this at the time they entered into the contract because P openly disclosed his desire to put the photographs of the entire landscaping for an article and D agreed to let him photograph.

However, facts are not clear about the estimated value of his lost opportunity to put the photographs in an article and it is speculative damages. Therefore, the court will not be likely to grant consequential damages for P.

Lost of contract opportunity with Tammy

P will also argue that D is liable for his loss of business opportunity to enter into contract with Tammy at \$30,000. P will argue that but for D's repudiation, P would have been able to secure the landscaping project of Tammy's property and therefore, D is liable for the \$30,000.

However, the compensatory damages must be foreseeable at the time of formation of the contract and it must also have been certain to occur.

Here, the contract with Tammy was not foreseeable and not certain to occur at

the time P and D entered into contract. Additionally, facts state that P did not even entered into the contract with Tammy and P ad Tammy were merely negotiating the possible contract.

Therefore, P will not get consequential damages for loss of possible contract with Tammy.

Incidental damages

Incidental damages are commercial costs incurred as a result of the breach, such as transportation, storage fee, etc.

Here, facts do not state whether P has incurred any commercial costs as a result of the breach. If there is any, he can recover that amount.

Conclusion

II. Specific performance

P can seek specific performance as his preferred remedy as he would likely to finish the project with Daria. To prevail in obtaining specific performance, P must show the following elements.

Valid contract with certain and definite terms

Here, the facts state that the contract between P and D was a valid written contract. Therefore, there is a valid contract with definite and certain terms.

Condition is satisfied of excused

Condition is an event that its occurrence or non-occurrence is the basic assumption between the parties.

Here, the contract was an unilateral contract in which P promised to design and install landscaping for an exclusive housing development that D owned and D promised to pay \$15,000 upon P's completion. P's performance of designing and installing landscaping was a condition precedent to D's performance of payment of \$15,000.

Although P's performance is not completed, P will argue that his condition is excused because D unjustifiably breached.

Legal damages is inadequate

Specific performance is an equitable remedy. Equitable remedy is granted only when the legal remedies are not adequate for the plaintiff.

Here, as discussed above, legal remedies are available and adequate for P.

Mutuality

To satisfy the mutuality requirement, the plaintiff must be willing and ready to conduct his performance.

Here, facts state that P would like to finish the project with her. Therefore, it is inferred that P is willing and ready to conduct his performance.

Enforcement is feasible

The enforcement of specific performance by the defendant must be feasible for the court to grant specific performance. Courts are reluctant in granting specific performance if the enforcement requires much supervision by the court.

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Here, to enforce the performance by D, the court has to make sure first to have P complete his remaining part of duty for another month and have D make the payment. This will require a lot of supervision by the court. Therefore, the court is likely to determine that the enforcement is not feasible.

Defenses are overcome

Defenses for specific performance are laches, unclean hands, and undue hardships.

There are not enough details to show whether D has any defenses.

Conclusion

Because there are adequate legal remedies, specific performance may not be granted to P.

Question #1 Final Word Count = 1179

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===== End of Answer #1 =====