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1. What damages can Perry Recover?

Compensatory damages

In order to recover compensatory damages, the plaintiff has to prove that the damages were caused by the defendant's actions, the damages were foreseeable and they would compensate the plaintiff for the actions of the defendant.

Causation

Here, the conduct of Denise caused Perry to lose a lot of money. To begin, Denise, told Perry that his baseball of the jaguars was a counterfeit and worth only \$20. The ball was in fact worth \$5,000 in the open market. Denise told Perry that the Sluggers baseball had a fluctuating value, and would sell for \$1,000 and likely more, but Denise only paid \$2,000 for it and sold the baseball for \$10,000 to Bob. Denise, by being dishonest, and scamming her uncle, made a profit of \$8000 and she used the proceeds to purchase for herself a voy. Which is a collector car, that is now worth \$20,000. Giving her a profit of \$8,000 for the hat, and \$12000 for the voy car she purchased.

Perry is going to argue that but for Denise's fraudulent misrepresentation, he would have known the actual value of his baseballs and would have received the profit she received by misrepresenting the values of his baseballs. Denise is going to argue that she did not commit fraudulent misrepresentation because Perry could have gone to another expert. Denise will also argue that although she took the baseballs, she only profited off of one of them, and as such, she only owes him \$8,000.

However the court would disagree with Denise and find that she did commit fraud and she was the direct causation for Perry's monetary loss and as such the element of causation is proved.

Thus there was a direct causation between Denise's actions and Perry's damages.

Foreseeable

Here, it was foreseeable that Perry would suffer damages, Perry in good faith sold his baseballs to his niece and she just took advantage of his trust. Perry trusted that Denise would give him an accurate payment for the value of the baseballs, and she did not, she instead lied about the value of the baseballs and sold them for her own profit. It was foreseeable the moment Denise lied that Perry would suffer damages.

Compensation for Damages

Here, the court would find that Denise should compensate Perry for the damages. The court would likely have her either return the baseballs or pay the reasonable market value of the baseballs given the market. Since Denise did act in bad faith the court might even order her to share her profit of the Voy that is now worth \$20,000 that she obtained through her negligent representation to her uncle.

Duty to mitigate

A plaintiff has a duty to mitigate the damages when bringing a cause of action for a breach of contract.

Denise is going to argue that Perry has a duty to mitigate the damages, however given her conduct it is unlikely that Perry will have to be the one to mitigate the damages. Denise, acted in bad faith and took advantage of the fact her uncle had no knowledge of the value of the baseballs.

Thus, the court would find that Perry acted in good faith with Denise, by relying on her expertise and she acted maliciously. Therefore there is no mitigation of damages.

Conclusion:

Compensatory damages apply Perry would succeed in a suit for compensatory damages since the damages were foreseeable, and caused by Denise.

Punitive Damages**Punitive damages are meant to punish the defendant for acting maliciously towards the plaintiff.**

Here, Denise is a sports memorabilia expert, and she entered into a contract with her uncle Perry. Denise knew that Perry had no knowledge of the value of the baseballs, and as such she took advantage of her uncle. She materially misrepresented the value of the first baseball, she told him it was worth \$20 knowing it was worth \$5,000. Then she took the other baseball and paid him \$2000 and resold it at \$10,000.

Thus, both of these actions show that Denise acted maliciously by acting with reckless disregard to her uncle Perry, and as such the court would award punitive damages. The supreme court has previously ruled that punitive damages cannot be excessive in comparison to the verdict. Therefore as long as the punitive damages are reasonable the court can impose punitive damages on Denise.

2. What equitable remedy or remedies can Perry obtain?**Restitution**

Restitution is when the defendant suffers a benefit at the cost of the plaintiff. The plaintiff can ask for the defendant to return the benefit.

Here, Perry is going to argue that Denise should give back the baseball hats, or at least the Jaguar one, and pay him the value of the Sluggers one because she got a benefit at his detriment. Denise obtained all this money while Perry received nothing for his baseball hat. At least not what the hat was actually worth. Perry would argue that it is only fair for Denise to either return the baseball or pay him the value to give back the benefit she obtained from these contracts.

Thus, the court would find that restitution applies and would force Denise to pay him the value of the Sluggers hat as well as the return the Jaguars hat.

Recision

The court often applies recision in cases of contracts if there is a fundamental disagreement to the material terms of the contract or if it is unconscionable to uphold the contract given the actions of the defendant.

Here Perry can ask for a recision of both contracts with his niece. To begin Denise told Perry the Jaguars hat was only worth \$20, knowing it was worth way more \$5000. Perry then sold the Sluggers hat to Denise for \$2000, and she sold it for \$10,000. This whole time, Denise unduly influenced Perry, she convinced him to sell both baseballs for well worth below their actual value. Denise is going to argue that this is only a unilateral mistake and as such Perry cannot rescind the contract. However, it would be unconscionable for the court to uphold these contracts after Denise took advantage of her uncle.

Thus, the court could rescind the contract.

Constructive trust

When a defendant wrongfully acquires a property by fraud or deceit and the property is accessible and holds value, the plaintiff can ask the court to put the property in a constructive trust. This is normally used when the property is increasing in value.

Perry can ask the court to take the jaguars baseball hat, and the Voy Car them in a constructive trust. Perry can emphasize that the baseballs were obtained by deceit of Denise, and that the court should recover them from Denise. Since the baseball hat clearly increases in value, as well as the Voy Car it is likely the court would remove the baseballs from Denise, and force her to return them to Perry.

Thus, the court would allow the baseball and to be put in a constructive trust.

Equitable Estoppel

When a defendant takes advantage of a plaintiff the court can apply equitable estoppel which forces the defendant to stop their conduct since they received a benefit at the detriment of the plaintiff.

Here, Perry is going to argue the court should apply equitable estoppel and estop Denise from keeping the other hat, and not paying him the value of the jaguar hat. Denise is going to argue that she already sold the hat, and owes no duty to get it back or pay him. However the court would likely find that equitable estoppel does apply.

Thus, through equitable estoppel Denise would have to compensate Perry and not resale the Jaguar hat.

Question #5 Final Word Count = 1297

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