

# Remedies for breach of contract reading

[Law](#), [Contract Law](#)



Seminar 9 - Remedies for Breach of Contract Reading: George Sheens and Lo Wee Ling (des), Principles of Singapore Business Law ("ESP."), (Coinage 2013), Chapter 18. We will concentrate in class mainly on Damages. Note that ESP. chapter 18 addresses the topics in a different order from this Outline; we will in general follow the order of the Outline Note: References below to Poole are to Jill Poole, Casebook on Contract Law (10th ed., 2010), which is available at Course Reserve in the Library. References to previous editions are retained for convenience.

Poole contains abbreviated versions of the cases offered to in this Outline. Many of these cases are also summarized in ESP. and the Poole reference is given only if you wish to read a fuller version than that contained in ESP.. Note the local cases: E C Investment Holding Pete Ltd v Iridous Residence Pete Ltd & Ours & Nor Appeal [2011] 1 SSL 32, see Case Summary [facts and holding (6) to Supplementary Robertson Quay Investment Pete Ltd v Steen Consultants Pete Ltd [2008] 2 SSL(R) 623, see Case Summary [facts and holding].

MONETARY Compensation > Once breach > Definitely have damages To compensate > in contract law, its not to punish Objective in criminal law > to punish Objective in civil law > to compensate 1 . Types of Remedies  
Common law remedies - damages (available as of right upon a breach of contract) Equitable remedies - specific performance & injunction (available only upon the court's discretion Restitution remedies - egg recovery of money on a quantum merit basis or upon a total failure of consideration (these will NOT be covered in this course) 2.

Damages (THIS SEEM, ascertain after breach has taken place) -Liquidated (pre est. mat of damages agreed by parties -Nominal damages - like 2\$ Principle for award of damages: To place the inn party, so far as MONEY can do it, in he if the contraction had been performed properly Robinson v Herman (1848) Contract measure Looking forward How much Is ten loss? Causation (did breach cause the loss, if not the cause you can't sue her) - remoteness (prove that loss is not too remote, many consequence of the act, so laws can be infinite, u are only liable to the IMMEDIATE law, not remote ones, immediate loss recovered, not remote. ) -mitigation (can claim damages, but be fair to party in breach, cannot increase her law, be fair) - measure (how much to pay, what are principles on the basis of decision) . 1- When a contract is breached, the party in breach is generally required to pay damages to the injured party.

What is the purpose of awarding such damages? In order to recover damages, there must be: a breach of the contract loss suffered by the plaintiff which is caused by such breach, the loss must not be too remote, and the plaintiff must have mitigated his loss. If these elements are present, the plaintiff is entitled to damages - the court does not have a discretion to withhold them; contrast the equitable remedies which are granted in the discretion of the court (see below).