

# Specific performance essay

Law, Criminal Justice



## **Introduction**

Mrs. Kim and Mr. Lam entered into a business contract. Mrs. Kim was supposed to perform in Mr. Lam's five-star hotel, where he had organized a concert. As indicated in the contract, Mr. Lam was supposed pay Mrs. Kim \$50, 000. However, Mrs. Kim got another offer, which offered her \$75, 000, scheduled the same day as Mr. Lam's contract. Attracted by better terms, Mrs. Kim boycotted her contracted with Mr. Lam in order to fulfill the new contract. Mr. Lam incurred heavy losses through advertising and other arrangements thus leading to a legal suit.

## **Analysis**

Substantial performance is the condition whereby a party partially fulfills a contract, although in an almost equal capacity to the agreed terms.

However, in this case, Mrs. Kim failed to honor the contract. Mr. Lam has a right to order Mrs. Kim to perform in the concert, since it was part of the agreed terms and conditions.

Meanwhile, if Mr. Lam has incurred any losses during the contract time, it is the obligation of Mrs. Kim to pay the total cost of the losses incurred by Mr. Lam in terms of compensatory damages. He may also opt for the contract rescission (withdrawal) and go back to the position they were before they agreed to sign the contract.

In addition, he will be paid liquidated damages, which they agreed if the contract was breached. This may also be brought about if the incurred losses are difficult to ascertain in the court of law. Mr. Lam may also be paid

consequential damages suffered following Mr. Kim's failure to meet the terms.

However, if Mr. Lam never incurred any losses, he may be paid nominal damages. This is because Mrs. Kim never performed her duty as required by the agreement in the contract. In the breach of contract, the best time to seek legal help is when you disagree and see that the contract will not be valid.

## **Conclusion**

Dishonoring a contract mean several legal implications. For instance, in this case, the breaching party may face severe legal consequences, whereas, the non-breaching party will be rewarded for damages incurred. The remedies, however, may be in form of compensatory, nominal, and consequential damages among others.

## **References**

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