

QUESTIONS: REMEDIES FOR BREACH OF CONTRACT

1. What is it that damages for breach of contract aim to do? (1)
2. What are the different ways in which an innocent party's expectation loss might be measured? (2)
3. What is the significance of the decision of the House of Lords in *Ruxley Electronics & Construction Ltd v Forsyth*? (4)
4. What do you understand by the expression "consumer surplus"? (1)
5. Give 2 examples of situations where the "consumer surplus" is recognised when awarding damages for breach of contract. (2)
6. What is the significance of the decision in *McRae v Commonwealth Disposals Commission* in the context of remedies for breach of contract? (2)
7. What is the most important limitation on the right of an innocent party to claim reliance loss damages? (2)
8. What is the remoteness rule in contract ? (4) Give case authority. (1)
9. Explain what is meant by "mitigation of damages". (3)
10. When, if ever, are damages for distress and disappointment available for breach of contract? (4)
11. In what circumstances will the damages awarded to an injured party for breach of contract be apportioned to take account of that party's contributory negligence? (4)
12. If an agreed damages clause is a liquidated damages clause but the actual loss is lower than that amount, can the innocent party recover
 - (a) Only his actual loss; OR
 - (b) The higher liquidated damages amount. (2)
13. If an agreed damages clause is a liquidated damages clause but the actual loss is higher than that amount, can the innocent party recover

- (a) His higher actual loss; OR
- (b) The lower liquidated damages amount. (2)

14. What is the effect if the agreed damages clause is in fact a penalty? (3)

15. The penalty rule is often said to be arbitrary in its application. Give two examples to illustrate this. (2)

16. When would a claim for an agreed sum be appropriate? (2)

17. Give two examples of instances when a restitutionary remedy would be appropriate. (4)

Total available points: 45