

Breach & Remedies

Law

What the law gives when a contract is broken.

Remedies and their limits.

Remedies

Damages — the primary remedy

Specific performance — exceptional

Injunction — to restrain a breach

Termination — for serious breach

Restitution of benefits conferred

Limits on damages

Remoteness — losses must be foreseeable

Mitigation — the claimant must limit loss

Causation — the breach must have caused it

Penalty clauses are unenforceable

Educational reference. Specific performance is rare for goods available elsewhere, and generally unavailable for personal services.