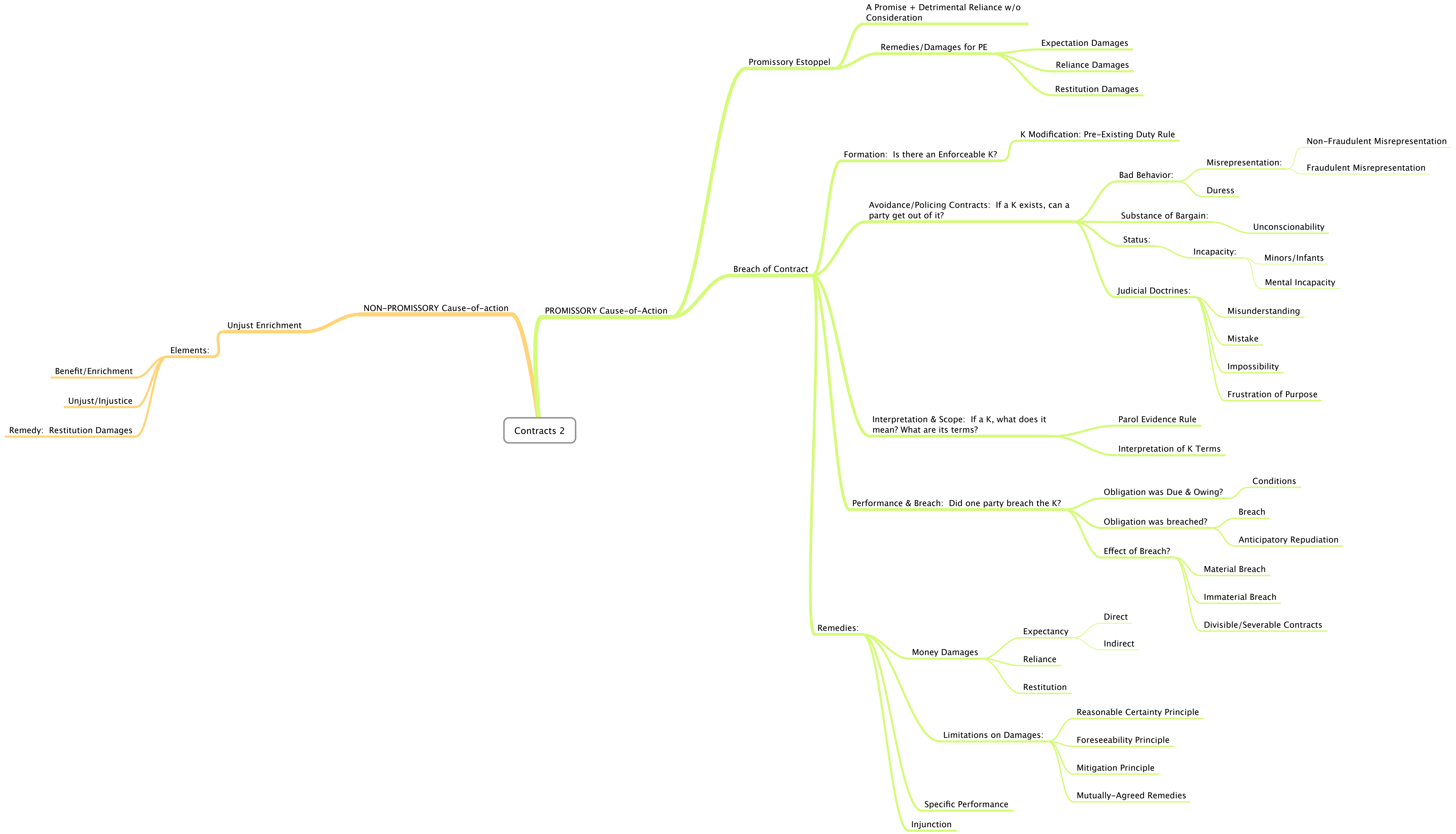


Contracts 2



Elements:

Unjust Enrichment

NON-PROMISSORY Cause-of-action

PROMISSORY Cause-of-Action

Breach of Contract

Promissory Estoppel

Formation: Is there an Enforceable K?

Avoidance/Policing Contracts: If a K exists, can a party get out of it?

Interpretation & Scope: If a K, what does it mean? What are its terms?

Performance & Breach: Did one party breach the K?

Remedies:

Money Damages

Expectancy

Direct

Indirect

Reliance

Restitution

Limitations on Damages:

Reasonable Certainty Principle

Foreseeability Principle

Mitigation Principle

Mutually-Agreed Remedies

Specific Performance

Injunction

A Promise + Detrimental Reliance w/o Consideration

Remedies/Damages for PE

Expectation Damages

Reliance Damages

Restitution Damages

K Modification: Pre-Existing Duty Rule

Bad Behavior:

Misrepresentation:

Non-Fraudulent Misrepresentation

Fraudulent Misrepresentation

Duress

Substance of Bargain:

Unconscionability

Status:

Incapacity:

Minors/Infants

Mental Incapacity

Judicial Doctrines:

Misunderstanding

Mistake

Impossibility

Frustration of Purpose

Parol Evidence Rule

Interpretation of K Terms

Obligation was Due & Owing?

Conditions

Obligation was breached?

Breach

Anticipatory Repudiation

Effect of Breach?

Material Breach

Immaterial Breach

Divisible/Severable Contracts

Benefit/Enrichment

Unjust/Injustice

Remedy: Restitution Damages