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**BREACH OF CONTRACT**

This excerpt will make a unique assessment of the consequences of breach of contract. It will also explore remedies available for breach of contract. Before we delve into what the breach of contract is, we must first know what the "contact" is actually meant to be.

The contract is a legally binding commitment between the two parties. According to the *Oxford Advanced English Dictionary[[1]](#footnote-1)*, it can be defined as “an official written agreement". A contract is an obligation committed by all parties to pay a certain amount for a specific project or service. This is because both parties must lose the South to obtain (consider). The purpose of entering into a legally binding contract is to ensure that the parties have a legal right of recourse in the event of a breach of contract, that is, have a legal backing to ensure that both parties can fulfill their bargaining obligations.

On the other hand, breach of contract means that the breaching party ’s actions violated the terms of the contract. This may be due to non-performance or performance of contract terms. As can be seen from the case of *Ahmed & Ors v CBN (2012)[[2]](#footnote-2),* the court filed the case that the contract will be cancelled due to breach of contract, "(i) non-performance (ii) non-performance of the contract according to its terms or (iii) abolition of the contract by mistake" . A political party has not fulfilled their obligations. This happens when the promises in the contract are not fulfilled. One party may not be able to fulfill its agreed obligations in accordance with the terms of the contract. If the parties fail to deliver within the appropriate time limit, do not meet the terms of the agreement, or do not perform the agreement at all, a breach of contract may occur.

If one party fails to perform its duties in the contract, and the other party has reached the termination of the agreement in accordance with the terms, the other party has the legal right to remedy the breach of contract.

**TYPE OF BREACH OF CONTRACT**

**Minor violation**:

This is also called a partial violation. This happens when one party fails to perform part of the contract that does not violate the entire contract. To be considered a minor violation, the violation must be unnecessary, so that all relevant parties can fulfill any remaining contractual obligations. The injured party of the contract has no right to obtain an order to fulfill its obligations, but can only collect the compensation owed. For instance:

✓ If the owner of a house hires a contractor to fix new windows in the house and ask for windproof windows, but the contractor uses un windproof windows, the homeowner will ask the contractor to compensate for the loss. Since there is no difference in value between the two windows, the homeowner will not receive any compensation. If there is a difference between the two windows, the homeowner ’s compensation should be equal to the difference between the two windows.

**Material breach of contract:**

This violation is very serious. It damages the contract as a whole. It failed the entire agreement. It can also be called a complete default. The injured party who breached the contract can appeal to the court for compensation in the form of damages.

According to restatement of contract the following must exist to determine whether whether there is a major violation:

✓ To what extent the injured party will be deprived of its legitimately enjoyed benefits expected

✓ The extent of the party ’s non-performance or unwillingness to perform behaviour take integrity and fair trading as standards.

✓ The extent to which the parties do not perform or are unwilling to perform will be confiscated

✓ To what extent can the injured party receive compensation for partial benefits

where he will be deprived

✓ The possibility of one party not performing or not willing to perform will cure his failure, consider all circumstances, including any reasonable guarantees

**Fundamental Breach**:

The injured party can terminate the contract and seek compensation. However, the fundamental violation is more serious than that of material breach.

**Antipactory breach of contract:**

It is also known as anticipatory repudiation. One party informs the other party of the breach of contract conditions verbally or in writing. The non-defaultable party realizes that the other party of the contract will not be able to perform part of its contract in the future, so it can terminate the contract and file a lawsuit before the breach occurs. The injured party can claim, and seek remedies immediately, usually payment.

**REMEDIES FOR BREACH OF CONTRACT**

**Revocation:** This is a remedy used by the parties to terminate the contract when they conclude the contract in a fraudulent, undue influence, coercive or wrong manner. In the case of cancellation of the contract, the contractual obligations of both parties are therefore terminated and the contract will cease to exist.

**Damages**: What is wrong must have a remedy when injured parties in the contract can determine that the other party has violated the contract. The party has the right to claim compensation in the form of damages.

**Types of Damages**

✓ **Exemplary damages**; these are punitive in nature. This will happen if the defendant ’s actions are pitiful and should be punished. It disclosed malice, fraud, etc. This can be seen in the case of *NMA v Marine Management Associates Inc & Anor (2008)[[3]](#footnote-3).*

✓ **Special damages**; these are damages caused by special or special losses. This is visible in the case of *Arab Construction ltd and Anor v Isaac.[[4]](#footnote-4)*

✓ **Liquidated damages**; if the parties in the contract determines the amount of one of the liquidated damages or breach of contract as part of the contract, it is called liquidated liquidation Therefore, the parties can determine the amount payable in the event of any breach of contract.

In the case of *Koumoulis v. Leventis Motors Limited[[5]](#footnote-5)*, here the respondent, automotive engineer and businessman recruited and hired the appellant from Cyprus. His work is subject to the "Service Agreement". The appellant should serve as a spare parts manager in their Apapa company for a period of two years, with a salary of 1500 pounds, and an additional 100 pounds per year to consider whether to accept him. Article 6 of the Service Agreement stipulates that if there is any buttocks, the appellant agrees to pay the penalty of GBP 1,000 as mentioned in Article 8. The appellant resigned two years ago, and the respondent filed a lawsuit against him. The court ruled: “where a simple sum is agreed to be paid as liquidated damages on the breach of a number of stipulations of caring importance ….provided it is a fair pre-estimate…will be regarded as liquidated damages and not a penalty”.

**General damages**; the law implies these every time a legal right is violated. The court held that this was a direct natural result. In this case, breach of contract inevitably caused damages. This can be seen in the case of *Ijegbu-Ode L.G v Adedeji Balogun (1991)[[6]](#footnote-6).*

**Nominal damages**; these are damages due to breach of contract and do not cause actual damages in another part. This is evident in the case of *Badmus v Abegunde (1999*).

**Reformation:** This is similar to the cancellation, because it is the result of the parties entering into a contract based on fraud, undue influence, coercion, or error, but the court will not terminate all the contract and the parties ’obligations, but instead change the substance of the contract to correct the resulting inequality.

**Restitution:** Restitution brings the injured party to the state or position before the contract was created. Unlike awarding damages, the party seeking compensation cannot claim compensation for loss of profits or other financial losses caused by breach of contract. On the contrary, restitution refers to the return of any money or property given to the defendant under the contract to the plaintiff. When a contract concluded by the defendant due to the defendant ’s inability or incapacity is invalidated by the court, compensation will be sought. Contract law allows incapacitated and incapacitated persons to be exempted from contractual obligations, provided that the plaintiff is not affected by the dismissal. In either case, if the defendant receives any money or property through the now-defunct contract, the plaintiff should recover the money /property.

**Special performance**: The order requires performance of the contract according to the agreed deadline. Only when the loss of money is insufficient to compensate the plaintiff for breach of contract, the "specific performance" can be used. This remedy is usually used when the goods or services are so unique that other remedies cannot meet the requirements. This can be seen in the case of *Odogwu v Amzaranda (2010),* in which the defendant agreed to purchase the appellant's house at a price of N900,000.00. The interviewee said that he could not pay all the money but agreed to pay in installments. Then, the respondent paid N105,000.00 and N62,000.00 respectively. He stopped paying, and the appellant was still in the house for sale. The defendant ordered him to file a lawsuit with a specific performance. The court ruled that the order would not be approved because the specific performance was to give the defendant fair relief so that the defendant could do what he agreed to do, but the defendant had not yet completed his own bargaining.

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