**[Week 10: Question 1](https://learn.dcollege.net/webapps/blackboard/content/launchLink.jsp?course_id=_168015_1&content_id=_5105111_1&mode=view)**

Kincaid, a wholesaler, delivered a quantity of tomatoes to a cannery pursuant to a contract whereby the Blackburn Company, owner of the cannery, promised to can the tomatoes in accordance with certain specifications.

The company promised to complete the work, and to pack and ship the canned tomatoes to the buyer’s address by August 12.

On August 12, Kincaid’s tomatoes had not yet been canned.

That night, a fire broke out and consumed the cannery.

Kincaid’s tomatoes were destroyed by the fire.

The fire was not attributable to negligence on the part of the Blackburn Company.

The company carried no insurance on the cannery and refused to pay Kincaid for his loss.

Kincaid sued for breach of contract to recover from Blackburn Company the value of the tomatoes.

Will Kincaid succeed?

A breach of contract is the failure to act or perform in the manner called for by the contract. In this case Blackburn Company was to can the tomatoes given by Kincaid by August 12. On the day of delivery the tomatoes where not canned, this is where the breach of contract occurs. Even though there was a fire that night the fire was not before the date of delivery so Blackburn Company was not hindered by the fire to get those tomato’s canned hence the breach of contract. Yes Kincaid would succeed in this case.

### [Week 10: Question 2](https://learn.dcollege.net/webapps/blackboard/content/launchLink.jsp?course_id=_168015_1&content_id=_5105112_1&mode=view)

Dean, a dealer, contracted in writing to sell a Camry to Maria, a merchant.

Dean, acting without legal cause, refused to deliver the car.

Four months later, Maria purchased a Camry (same model, same year) elsewhere.

Maria sued Dean to recover damages for breach of contract.

Maria contends that the car was intended for use by one of her salespeople and that a large volume of business was lost because the particular salesperson concerned, having no car for four months, could not cover the sales route effectively.

Maria seeks to recover the profits thus lost for the four-month period in question.

What damages, if any, will Maria recover from Dean?

Dean was contracted in writing with Maria to deliver a car for to Maria. Dean failed to do so and thus Maria had to go elsewhere to buy the same car same back and model from another dealer. The four months that her sales person did not have car she lost business. In this case Maria would recover damages for the four months that the car was not delivered and for the price of the car she had to buy to compensate. She would receive compensatory damages and direct damages for the loss of sales.

[**Week 10: Question 3**](https://learn.dcollege.net/webapps/blackboard/content/launchLink.jsp?course_id=_168015_1&content_id=_5105113_1&mode=view)

Sensenig was a surveyor in the City of Pittsburgh for many years and had made surveys, maps, plots, and plans of the streets, lanes, and alleys of Pittsburgh and other places around that city, as well as many plans and plots of ground throughout Allegheny County.

These he used extensively in his business.

Intending to change his occupation, he sold all these maps, plans, and plots to Hanks.

The contract of sale stipulated that if Sensenig should ever want to reengage in the surveying business, Hanks would resell the plots, plans, and maps to Sensenig for the price that Sensenig had sold them to Hanks plus 10 percent.

Five years later, Sensenig notified Hanks that he wanted to reengage in the surveying business and tendered to Hanks the amount of the purchase price which Hanks had paid to Sensenig plus 10 percent.

Hanks refused to deliver the plans to Sensenig, and Sensenig sued Hanks for breach of contract.

What is the appropriate remedy?

Will Sensenig succeed?

In this case if Hank was to take the appropriate remedy to hold on the the items listed in the contract, he can try to get a reformation of the contract by the court. Here a party seeking reformation of a contract must clearly prove both the grounds for reformation and what the agreement was. Since this was written contract, the courts must assume that both parties have read the underlining facts with in the contract. But, when a unilateral mistake is made and it is of such consequence that enforcing the contract according to its terms would be unconscionable, a court might reform the contract. Sensenig, might succeed because of the written contract was signed by Hank and thus the clause to which he signed to is must likely enforceable since it was in written contract.