This chapter focusses on compensatory damages for breach of contract. The innocent party will often seek to recover damages to compensate him for his ‘expectation loss’. Essentially, such loss corresponds to the profits the claimant hoped to make from the contract. Damages based upon ‘expectation loss’ protect the innocent party’s ‘expectation interest’ in having the contract performed. Damages are generally assessed at the date of breach. However, the court can take into account events that occur after the date of breach when assessing damages. Damages are not generally recoverable for disappointment or injured feelings resulting from the breach. But, if an object of a contract is to provide pleasure, or the distress is a result of physical inconvenience caused by the breach of contract, then damages for non-economic loss may be recoverable.
27. Compensatory damages

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