This chapter considers gain-based and equitable remedies for breach of contract, which can be awarded in situations where restricting the claimant to damages would be inadequate. Damages may be awarded to strip a defendant of gains made from a breach of contract. Such ‘restitutionary damages’ are only awarded very rarely in ‘exceptional circumstances’ where the usual remedies for breach of contract are ‘inadequate’, and the claimant has a legitimate interest in preventing the defendant’s profit-making activity and depriving him of his profit. Where damages are inadequate to achieve justice, the court may grant equitable relief. The most important equitable orders are for specific performance and injunctions. Specific performance compels a person to perform his contract. Injunctions can either prevent a person from breaching his contract (prohibitory injunctions) or force a person to comply with his contract (mandatory injunctions).
29. Remedies beyond compensatory damages