REMEDIES SYLLABUS
Law 706

Professor Manuel D Leal

Text Book: EQUITABLE REMEDIES, RESTITUTION AND DAMAGES
by Authors Kovacic-Fleischer, Jean C. Love and Grant S. Nelson
ISBN: 978-0-314-19493-0

CLASS MEETINGS
Classes meets every Tuesday [10-11:15] and Thursday [10-11:15]

Class attendance is absolutely required of all students. ATTENDANCE is strictly enforced.

Reading assignments – Casebook
EQUITABLE REMEDIES, RESTITUTION AND DAMAGES

Eight Edition by authors
Candace Kovacic-Fleischer, Jean C, Love, Grant S. Nelson

CHAPTER 1 INTRODUCTION TO REMEDIES
Section 1. Specific, Substitutionary and Declaratory Remedies. P. 1

Section 2. Remedies for Tortious Wrongs, Breach of Contract and Unjust Enrichment. P. 2

Section 3. Historical Introduction to Law and Equity Pp. 2-12

CHAPTER 2 BASIC PRINCIPLES OF SPECIFIC EQUITABLE REMEDIES

Section 1. Overview of Procedures and Standards for Issuing Injunctive Relief. P. 13
A. Introduction to Basic Terms. Pp. 13-15
C. Introduction to Standards for issuing Injunctive Relief. P. 18
Temporary Restraining Orders. P.18
Clinton v. Negy Pp. 18-22

Preliminary Injunctions. P. 22

Permanent Injunctions. P. 28

Section 2. Provisional Injunctions. P.36
A. Procedures/Standards for Issuing Temp Restraining Orders. P.26
Marguette V. Marguette Pp. 36-39
In Re Vuitton Et Fils S.A. Pp. 40-42

B. Procedure/Standards for issuing Prelim Injunctions. P. 58

Section 3. Bonds and Other Forms of Security Pp. 86-87
A. Is the Giving of Security Under Rule (65c) Mandatory or Discretionary? Pp. 87-88
Borough of Palmyra Board of Education Pp. 88-92

B. Injunction Bond Rule Pp. 92-93
Sprint Communications v. Cat Communications Pp. 93-100

Section 4. Permanent Injunctions P. 111
eBay Inc. v. Mercexchange, L.L.C. Pp. 117-122

Section 5. Defenses to Request for Equitable Relief P. 128
A. Unclean Hands P. 128
Salomon Smith Barny Inc. v. Vockel Pp. 128-134

B. Laches

Section 9. Contempt P. 182
A. The Nature of Contempt Pp. 182-183
B. Violation of Judicial Rules and Orders
Relating to the Administration of Justice P. 183

1. Summary vs. Non-summary Proceedings and
   Procedural Due Process P. 183
   *Harris v. United States* Pp. 183-187

2. Criminal vs. Civil Contempt Sanctions and
   the Right to jury Trial P. 187
   *Bloom v. Illinois* Pp. 187-183
   *Shillitani v. United States* Pp. 193-196

3. Civil Compensatory Contempt Sanctions P. 211

4. Criminal vs. Civil Contempt Sanctions P. 221
   *International Union, United Mine Workers v. Bagwell* Pp. 221-237

---

**CHAPTER 3  BASIC PRINCIPLES OF DAMAGES** P. 282

Section 1. Legal Relief Defined P. 282-283
Section 2. Goals of Damages P. 283
Section 3. Terminal and Limitations P. 283

A. Importance of Terminology P.283

B. General and Specific Damages Pp. 288-289
   *Wheeler v. Houston* Pp. 293-298

C. The Intersection of Boundaries Between, Negligence and Contract Law. P. 298
   1. Contract and Tort as Alternative Actions P. 298
      *General Nutrition Corporation v. Gardere Wynn Sewell*
2. Limitations on Negligence Recovery in Contract Actions Without Harm to Body and Property
   a. Emotional Distress to Body or Property  
      
      *Erlich v. Menezes*  
      P. 301
      *Detroit Diesel Corporation Et Al*  
      Pp. 301-309
      *Terracon Consultants Western, Inc. v. Mandalay Resort Group*  
      Pp. 315-320

Section 4. Principles of Measurement  
   a. Speculation, Certainty and Difficulty in Measurement  
      
      *Johnson v. Baker*  
      P. 327
      *Lewis River Gold, Inc. v O.M, Scott & Sones*  
      Pp. 327-329
      *See note 5 Texas Supreme Court Case Holt Atherton Industries, Inc. v. Heine, 835 S. W.2d 80 (Tex.1992)*  
      Pp. 334-336

   b. Adjustments for Time.  
      1. Prejudgment Interest  
         
         *Kansas v. Colorado*  
         Pp. 336-342
         *Endon Utah, LLC v. Flour Ames Kraemer, LLC*  
         Pp. 343-346

   2. Calculating Prejudgment and Post judgment Interest  
      
      *Gatti v. Community Action Agency of Greene County*  
      Pp. 346-348

   3. Present Value and Inflation  
      
      *Stringham v. United Parcel Service, Inc*  
      Pp. 348-349
      *Stringham v. United Parcel Service, Inc*  
      Pp. 349-353

C. Collateral Source Rule  
   
   *Helfend v. Southern Rapid Transit District*  
   Pp. 354-359
   *Arambula v. Wells*  
   Pp. 359-353

D. Defenses  
   1. Offset the Benefits Rule  
      
      *Chaffee v. Seslar*  
      Pp. 370-374

   2. Avoidable Consequences or Mitigation  
      
      *Albert v. Monarch Federal Savings & Loan Ass’n*  
      Pp. 374-376
      *Snead v. Holloman*  
      Pp. 376-378
CHAPTER 4  BASIC PRINCIPLES OF RESTITUTION AND UNJUST ENRICHMENT  P. 522

Section 1.  Overview   Pp. 522-523

Section 2.  Terminology   Pp. 523
Candace Kovacic-Fleischer, Appling Restitution To Remedy a Discriminatory Denial of Partnership  Pp. 523-525

  Bastian v. Gafford    Pp. 528-534
  Crawford’s Auto Center, Inc. v. Pennsylvania    Pp. 529-534

Section 3.  Requirements   Pp. 534-537

Section 4.  Relationship Between Restitution and Contract   P. 537
A.  Express Contract Precluding Restitution   Pp. 536-538

  County Commissioners v. J, Roland Dashell & Sons, Inc. Pp. 538-543
  In re Estate of Bunde     Pp. 543-545

B.  Restitutionary Recovery of Breach of Contract   Pp. 545-547

Section 5.  Law and Equity   P.547
A.  Restitutionary Claim can be either Legal or Equitable   Pp. 547-548

  B. Types of Equitable Remedies.    P. 548-549
     G & M Motor Co. v. Thompson    Pp.552-554
     In re Foster     Pp. 555-559

Scruffy v. Tucker    Pp. 580-584
Massachusetts Eye and Ear Infirmary v. QLT Phototherapeutics’, Inc.    Pp. 584-590

Section 7.  Defenses to Claims in Unjust Enrichment   P. 590
A.  Volunteers or Officious Intermeddlers   P. 590

  Hi-Land Apartments, Inc., v. City of Hillsboro     Pp. 590-592
B. Services Rendered Without an Expectation of Compensation P. 593
   
   Dusenka v. Dusenka  
   Pp. 595-598
   
   Kuder v. Schroeder  
   Pp. 598-604
   
Section 8. Restitution as the Only Cause of Action Pp. 610-611
   
   Bally-Allen Co. v. Kurzet  
   Pp. 611-614
   
CHAPTER 5 DECLARATORY JUDGMENTS Pp. 617-621
   
   Aetna Life Insurance Co. v. Haworth  
   Pp. 621-625
   
   Maryland Casualty Co. v. Pacific Coal & Oil Co.  
   Pp. 625-626.