This unit's Assignment has you take a look at situations for which the court may grant specific performance as a remedy for a breach of contract.

Take a look at the following four scenarios. In which of these situations might a court grant specific performance as a remedy for the breach of the contract? Explain.

**Scenario 1**

Tarrington contracts to sell her house and lot to Rainier. Then, on finding another buyer willing to pay a higher purchase price, she refuses to finalize the sale of the property to Rainier.

**Scenario 2**

Marita contracts to sing and dance in Horace’s nightclub for one month, beginning June 1. She then refuses to perform.

**Scenario 3**

Juan contracts to purchase a rare coin from Edmund, who is breaking up his coin collection. At the last minute, Edmund decides to keep his coin collection intact and refuses to sell the coin to Juan.

**Scenario 4**

Astro Computer Corp. has three shareholders. Among them are Coase and DeValle, who each own 48%, and Cary, who owns 4%. Cary contracts to sell his 4% to DeValle but later changes his mind.

**In response to these scenarios be sure to:**

- Discuss the elements of Specific Performance.
- Analyze whether or not the scenarios in above cases are covered under the doctrine of Specific Performance.

**Assignment**

In which of the following situations might a court grant specific performance as a remedy for the breach of the contract? Explain.

a) Tarrington contracts to sell her house and lot to Rainier. Then, on finding another buyer willing to pay a higher purchase price, she refuses to deed the property to Rainier.
b) Marita contracts to sing and dance in Horace’s nightclub for one month, beginning June 1. She then refuses to perform.

c) Juan contracts to purchase a rare coin from Edmund, who is breaking up his coin collection. At the last minute, Edmund decides to keep his coin collection intact and refuses to deliver the coin to Juan.

d) Astro Computer Corp. has three shareholders. Among them are Coase, who owns 48%, and Cary, who owns 4%. Cary contracts to sell his 4% to DeValle but later changes his mind.

In responding to the question be sure to:

• Discuss the elements of Specific Performance.
• Analyze whether or not the scenarios in above cases are covered under the doctrine of Specific Performance.

Assignment 2

The Case

Mary DeFontes bought a computer and a service contract from Dell Computers Corp. DeFontes and other Dell customers filed a suit in a Rhode Island state court against Dell, claiming that Dell was overcharging its customers by collecting a tax on service contracts and transportation costs.

Dell asked the court to order DeFontes to submit the dispute to arbitration. Dell cited its Terms and Conditions Agreement, “which provides in part that by accepting delivery of Dell’s products or services, a customer agrees to submit any dispute to arbitration. Customers can view this agreement through an inconspicuous link at the bottom of Dell’s website, and Dell encloses a copy with an order when it is shipped.

Dell argued that DeFontes accepted these terms by failing to return her purchase within 30 days, although the agreement did not state this.

Is DeFontes bound to the “Terms and Conditions Agreement?” Should the court grant Dell’s request? Why or why not?

In responding to the question be sure to:

• Discuss when a court or will/will not enforce a shrink-wrap agreement.
• Discuss when a court will enforce an arbitration agreement.
• Analyze the facts of our scenario and conclude as to whether or not DeFontes will be successful in her lawsuit against Dell.