

20 GCA REMEDIES
CH. 2 COMPENSATORY RELIEF

CHAPTER 2
COMPENSATORY RELIEF

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Article 2. Measure of Damages.

ARTICLE 1
DAMAGES IN GENERAL

PART 1
GENERAL PRINCIPLES

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§ 2101. Person Suffering Detriment may Recover Damages.

Every person who suffers detriment from the unlawful act or omission of another, may recover from the person in fault a compensation therefor, in money, which is called damages.

SOURCE: CC § 3281.

§ 2102. What is *Detriment*.

Detriment is a loss or harm suffered in person or property.

SOURCE: CC § 3282.

§ 2103. Injuries Resulting After Suit.

Damages may be awarded, in a judicial proceeding, for detriment resulting after the commencement thereof, or certain to result in the future.

SOURCE: CC § 3283.

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§ 2104. Persons Rendering Emergency Assistance Exempt From Civil Liability.

Any person who renders emergency care or assistance without compensation at the place of an emergency or accident, shall not be liable for any civil damages resulting his acts or omissions, except for such damages as may result from his gross negligence or wanton omissions.

COMMENT: This is the law popularly known as the “Good Samaritan Law”.

SOURCE: CC § 3284; amended by P.L.. 12-92 (1/16/74).

NOTE: No CC §§ 3285-3286 (1970) existed.

§ 2105. Civil Immunity for Certain Persons.

(a) Civil immunity for physicians, nurse or dentist members of certain boards and committees. Any physician, nurse or dentist who is actively engaged in the practice of such profession shall be immune from civil liability for any act, decision, or omission done or made in good faith in performance of duties as a member or agent of committees specified in § 412 of Title 6, Guam Code Annotated, when such committee functions:

(i) to investigate any complaint that a physical or mental impairment, including alcoholism or drug addiction, had impaired the ability of any physician or dentist to practice his profession, and to encourage, recommend and arrange for a course of treatment, if deemed appropriate, or

(ii) to review the duration of patient stays in health facilities or professional services furnished with respect to the medical or dental necessity for such services, for the purpose of promoting the most efficient use of available health facilities and services, the adequacy or quality of professional services, or the reasonableness of charges made by or on behalf of physicians or dentists, or

(iii) to resolve questions concerning the admission of any member to, or the taking of disciplinary action against any member of, any medical society or association affiliated with the American Medical Association or American Dental Association; provided, that such entity has been established and duly constituted by a public hospital, or a medical or dental society or association affiliated with the American Medical Association or the American Dental Association or with a

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governmental agency and provided that such act, decision, or omission is not done or made in bad faith or with malicious intent,. The immunity provided by subsection (a) of this section shall not extend to any person with respect to actions, decisions, or omissions, the liability for which is limited under the provisions of the Federal Social Security Acts or amendments thereto.

(b) Civil immunity of members of, or consultants to, certain boards or committees. Every member of, or health care professional consultant to, committees specified in 6 GCA § 412, shall be immune from civil liability for any act, decision, omission, or utterance done or made in good faith performance of duties while serving as a member or consultant to such committee, when such committee functions to review, evaluate, or make recommendations on:

- (i) the duration of patient stays in health care facilities,
- (ii) professional services furnished with respect to the medical or dental necessity for such services,
- (iii) the purpose of promoting the most efficient use of available health care facilities and services,
- (iv) the adequacy or quality of professional services,
- (v) the competency and qualifications for professional staff privileges, or
- (vi) the reasonableness or appropriateness of charges made by or on behalf of health care facilities; provided, that such entity has been established pursuant to federal or Guam law or regulation, or pursuant to standards of the Joint Commission on Accreditation of Health Care Organizations; and provided further that such act, decision, omission, or utterance is not done or made in bad faith or with malicious intent.

SOURCE: CC § 3285; added by P.L. 20-117.

§ 2106. Immunity of Mediators and Conciliators.

In an agreement or contract between two (2) or more consenting parties to settle a dispute by means of mediation or conciliation, the mediators participating in the mediation or conciliation in furtherance of the agreement or contract of the parties, shall not be subject to civil liability or to suit with regard to the mediation or conciliation.

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SOURCE: Added by P.L. 24-49:2 (6/20/97).

PART 2
INTEREST AS DAMAGES

- § 2110. Persons Entitled to Damages Also Entitled to Interest.
- § 2111. In Actions, not in Contract.
- § 2112. Limit Rate by Contract.
- § 2113. Acceptance of Principal Waives Interest.

§ 2110. Persons Entitled to Damages Also Entitled to Interest.

Every person who is entitled to recover damages certain, or capable of being made certain by calculation, and the right to recover which is vested in him, upon a particular day, is entitled also to recover interest thereon from that day, except during such time as the debtor is prevented by law, or by the act of the creditor, from paying the debt.

SOURCE: CC § 3287.

COURT DECISIONS: See *Capital Ins. Co. v. Globe Indemnity*, 382 F.2d 623 (1967).

§ 2111. In Actions, not in Contract.

In an action for the breach of an obligation not arising from contract, and in every case of oppression, fraud, or malice, interest may be given.

SOURCE: CC § 3288.

§ 2112. Limit Rate by Contract.

Any legal rate of interest stipulated by a contract remains chargeable after a breach thereof, as before, until the contract is superseded by a judgment or other new obligation.

SOURCE: CC § 3289.

§ 2113. Acceptance of Principal Waives Interest.

Accepting payment of the whole principal, as such, waives all claim to interest.

SOURCE: CC § 3290.

NOTE: No CC §§ 3291-3293 existed.

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**PART 3
EXEMPLARY DAMAGES**

§ 2120. When Exemplary Damages Allowed.

§ 2120. When Exemplary Damages Allowed.

In an action for the breach of an obligation not arising from contract, where the defendant has been guilty of oppression, fraud, or malice, express or implied, the plaintiff, in addition to the actual damages, may recover damages for the sake of example and by way of punishing the defendant.

SOURCE: CC § 3294.

NOTE: No CC §§ 3295-3299 existed.

**ARTICLE 2
MEASURE OF DAMAGES**

**PART 1
DAMAGES FOR BREACH OF CONTRACT**

- § 2201. Measure, Breach of Contract.
- § 2202. Damages Must be Certain.
- § 2203. Breach of Contract - Liquidated Damages.
- § 2204. Detriment: Breach of Covenant of Seizin.
- § 2205. Breach Covenant Against Encumbrances.
- § 2206. Breach to Convey Real Property.
- § 2207. Breach to buy Real Property.
- § 2208. Breach to Sell Personal Property not Paid for.
- § 2209. Breach to Deliver Personal Property Fully Paid.
- § 2210. Breach to Pay for Personal Property Sold.
- § 2211. Breach to Buy Personal Property.
- § 2212. Breach Warranty Title Personal Property.
- § 2213. Breach Warranty Quality Personal Property.
- § 2214. Breach Warranty Special Purpose.
- § 2215. Breach Carrier's Obligation to Receive.
- § 2216. Breach Carrier's Obligation to Deliver.
- § 2217. Carrier's Delay.
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§ 2219. Breach Promise of Marriage.

§ 2220. Banks' Liability Damages Nonpayment Checks. [Repealed.]

§ 2201. Measure, Breach of Contract.

For the breach of an obligation arising from contract, the measure of damages, except where otherwise expressly provided in Titles 13, 14, 18, 19, 20 and 21 of this Code, is the amount which will compensate the party aggrieved for all the detriment proximately caused thereby, or which, in the ordinary course of things, would be likely to result therefrom.

SOURCE: CC § 3300.

NOTE: The Compiler has changed the original reference in the section dealing with "this Code" to the appropriate titles of the Guam Code Annotated containing what was the Civil Code.

§ 2202. Damages Must be Certain.

No damages can be recovered for a breach of contract which are not clearly ascertainable in both their nature and origin.

SOURCE: CC § 3301.

§ 2203. Breach of Contract - Liquidated Damages.

The detriment caused by a breach of an obligation to pay money only is deemed to be the amount due by the terms of the obligation with interest thereon.

SOURCE: CC § 3302.

NOTE: No CC § 3303 existed.

§ 2204. Detriment: Breach of Covenant of Seizin.

The detriment caused by a breach of a covenant of *seisin*, of *right to convey*, of *warranty*, or of *quiet enjoyment*, in a grant of an estate in real property, is deemed to be:

(1) The price paid to the grantor; or, if the breach is partial only, such proportion of the price as the value of the property affected by the breach bore at the time of the grant to the value of the whole property;

(2) Interest thereon for the time during which the grantee derived no benefit from the property, not exceeding five (5) years;

(3) Any expenses properly incurred by the covenantee in defending his possession.

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SOURCE: CC § 3304.

§ 2205. Breach Covenant Against Encumbrances.

The detriment caused by the breach of a covenant against encumbrances in a grant of an estate in real property is deemed to be the amount which has been actually expended by the covenantee in extinguishing either the principal or interest thereof, not exceeding in the former case a proportion of the price paid to the grantor equivalent to the relative value at the time of the grant of the property affected by the breach, as compared with the whole, or, in the latter case, interest on a like amount.

SOURCE: CC § 3305.

§ 2206. Breach to Convey Real Property.

The detriment caused by the breach of an agreement to convey an estate in real property is deemed to be the price paid and the expenses properly incurred in examining the title and preparing the necessary papers, with interest thereon; but adding thereto, in case of bad faith, the difference between the price agreed to be paid and the value of the estate agreed to be conveyed, at the time of the breach, and the expenses properly incurred in preparing to enter upon the land.

SOURCE: CC § 3306.

§ 2207. Breach to Buy Real Property.

The detriment caused by the breach of an agreement to purchase an estate in real property is deemed to be the excess, if any, of the amount which would have been due to the seller, under the contract, over the value of the property to him.

SOURCE: CC § 3307.

§ 2208. Breach to Sell Personal Property not Paid for.

The detriment caused by the breach of a seller's agreement to deliver personal property, the price of which has not been fully paid in advance, is deemed to be the excess, if any, of the value of the property to the buyer, over the amount which would have been due to the seller under the contract, if it had been fulfilled.

SOURCE: CC § 3308.

§ 2209. Breach to Deliver Personal Property Fully Paid.

The detriment caused by the breach of a seller's agreement to deliver

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personal property, the price of which has been fully paid to him in advance, is deemed to be the same as in case of wrongful conversion.

SOURCE: CC § 3309.

§ 2210. Breach to Pay for Personal Property Sold.

The detriment caused by the breach of a buyer's agreement to accept and pay for personal property, the title to which is not vested in him, is deemed to be the contract price.

SOURCE: CC § 3310.

§ 2211. Breach to Buy Personal Property.

The detriment caused by the breach of a buyer's agreement to accept and pay for personal property, the title to which is not vested in him, is deemed to be:

(1) If the property has been resold, pursuant to §3049, the excess, if any, of the amount due from the buyer, under the contract, over the net proceeds of the resale;

or,

(2) If the property has not been resold in the manner prescribed by §3049, the excess, if any, of the amount due from the buyer, under the contract, over the value to the seller, together with the excess, if any, or the expenses properly incurred in carrying the property to market, over those which would have been incurred for the carriage thereof, if the buyer had accepted it.

SOURCE: CC § 3311.

NOTE: CC § 3049, to which this section refers, was repealed by P.L. 13-150 in connection with the adoption of the UCC (Title 13 of this Code).

§ 2212. Breach Warranty Title Personal Property.

The detriment caused by the breach of a warranty of the title of personal property sold is deemed to be the value thereof to the buyer, when he is deprived of its possession, together with any costs which he has become liable to pay in an action brought for the property by the true owner.

SOURCE: CC § 3312.

§ 2213. Breach Warranty Quality Personal Property.

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The detriment caused by the breach of a warranty of the quality of personal property is deemed to be the excess, if any, of the value which the property would have had at the time to which the warranty referred, if it had been complied with, over its actual value at that time.

SOURCE: CC § 3313.

§ 2214. Breach Warranty Special Purpose.

The detriment caused by the breach of a warranty of the fitness of an article of personal property for a particular purpose is deemed to be that which is defined by the last section [§ 2213], together with a fair compensation for the loss incurred by an effort in good faith to use it for such purpose.

SOURCE: CC § 3314.

§ 2215. Breach Carrier's Obligation to Receive.

The detriment caused by the breach of a carrier's obligation to accept freight, messages, or passengers is deemed to be the difference between the amount which he had a right to charge for the carriage and the amount which it would be necessary to pay for the same service when it ought to be performed.

SOURCE: CC § 3315.

§ 2216. Breach Carrier's Obligation to Deliver.

The detriment caused by the breach of a carrier's obligation to deliver freight, where he has not converted it to his own use, is deemed to be the value thereof at the place and on the day at which it should have been delivered, deducting the freightage to which he would have been entitled if he had completed the delivery.

SOURCE: CC § 3316.

§ 2217. Carrier's Delay.

The detriment caused by a carrier's delay in the delivery of freight is deemed to be the depreciation in the intrinsic value of the freight during the delay, and also the depreciation, if any, in the market value thereof, otherwise than by reason of a depreciation in its intrinsic value, at the place where it ought to have been delivered, and between the day on which it ought to have been delivered and the day of its actual delivery.

SOURCE: CC § 3317.

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§ 2218. Breach Warranty of Authority.

The detriment caused by a breach of a warranty of an agent's authorities deemed to be the amount which could have been recovered and collected from the principal if the warranty had been complied with, and the reasonable expenses of legal proceedings taken, in good faith, to enforce the act of the agent against his principal.

SOURCE: CC § 3318.

§ 2219. Breach Promise of Marriage.

The damages for the breach of a promise of marriage are in the amount of expense incurred by the injured party.

SOURCE: CC § 3319.

§ 2220. Banks' Liability Damages Nonpayment Checks. [Repealed]

SOURCE: CC § 3320; repealed by P.L. 13-150:13 in connection with the enactment of Title 13 of this Code (UCC).

PART 2
DAMAGE FOR WRONGS

- § 2225. Breach Obligation Other Than Contract.
- § 2226. Wrongful Occupation of Real Property.
- § 2227. Willful Holding Over.
- § 2228. Conversion of Personal Property.
- § 2229. Same.
- § 2230. Damages of Lienor.
- § 2231. Seduction.
- § 2232. Injuries to Animals.
- § 2233. Same.
- § 2234. Injury by Animals on Unfenced Land.
- § 2235. Recovery of Damages for Injuries by Animals.

§ 2225. Breach Obligation Other Than Contract.

For the breach of an obligation not arising from contract, the measure of damages, except where otherwise expressly provided by Titles 13, 14,

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18, 19 20 and 21 of this Code, is the amount which will compensate for all the detriment proximately caused thereby, whether it could have been anticipated or not.

SOURCE: CC § 3333.

NOTE: This Code replaced by appropriate references to the Guam Code Annotated.

§ 2226. Wrongful Occupation of Real Property.

The detriment caused by the wrongful occupation of real property, in cases not embraced in § 2227, § 2250 and § 2276 of this Title, or 21 GCA § 21115, is deemed to be the value of the use of the property for the time of such occupation, not exceeding five (5) years next preceding the commencement of the action or proceeding to enforce the right to damages, and the costs, if any, of recovering the possession.

SOURCE: CC § 3334.

§ 2227. Willful Holding Over.

For willfully holding over real property, by a person who entered upon the same, as guardian or trustee for an infant, or by right of an estate terminable with any life or lives, after the termination of the trust or particular estate, without the consent of the party immediately entitled after such termination, the measure of damages is the value of the profits received during such holding over.

SOURCE: CC § 3335.

§ 2228. Conversion of Personal Property.

The detriment caused by the wrongful conversion of personal property is presumed to be:

First, the value of the property at the time of the conversion, with the interest from that time, or where the action has been prosecuted with reasonable diligence, the highest market value of the property at any time between the conversion and the judgment, without interest, at the option of the injured party; and

Second, A fair compensation for the time and money properly expended in pursuit of the property.

SOURCE: CC § 3336.

§ 2229. Same.

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The presumption declared by the last section [§ 2228] cannot be repelled, in favor of one whose possession was wrongful from the beginning, by his subsequent application of the property to the benefit of the owner, without his consent.

SOURCE: CC § 3337.

§ 2230. Damages of Lienor.

One having a mere lien on personal property, cannot recover greater damages for its conversion, from one having a right thereto superior to his, after his lien is discharged, than the amount secured by the lien, and the compensation allowed by § 2228 for loss of time and expenses.

SOURCE: CC § 3338.

§ 2231. Seduction.

The damages for seduction rest in the sound discretion of the judge but in no case will exceed the sum of one thousand dollars (\$1,000.00).

SOURCE: CC § 3339.

§ 2232. Injuries to Animals.

For wrongful injuries to animals being subjects of property, committed wilfully or by gross negligence, in disregard of humanity, exemplary damages may be given.

SOURCE: CC § 3340.

§ 2233. Same.

The owner, possessor, or harbinger of any dog, or other animal that shall kill, worry, or wound any sheep, angora goat, or cashmere goat, or poultry, shall be liable to the owner of the same for the damages and costs of suit, to be recovered in any court of competent jurisdiction:

(1) In the prosecution of actions under the provisions of this Article, it shall not be necessary for the plaintiff to show that the owner, possessor, or harbinger of such dog or other animal, had knowledge of the fact that such dog or other animal would kill, wound, or worry sheep, goats, or poultry.

(2) Any person on finding any dog or dogs, or other animal, worrying, wounding, or killing any sheep, angora or cashmere goats, may, at the time of finding such dog or dogs, or other animal, kill the

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same and the owner or owners thereof shall sustain no action for against any person so killing such dog or dogs, or other animal.

SOURCE: CC § 3341.

CROSS-REFERENCES: See 10 GCA Chapter 34 for animal control laws.

§ 2234. Injury by Animals on Unfenced Land.

person shall be allowed damages for injuries to growing crops caused by animals, if the land on which such crops were growing was not properly fenced.

SOURCE: CC § 3342.

§ 2235. Recovery of Damages for Injuries by Animals.

Property owners may recover just and adequate civil indemnity, or other redress, for damages to crops, livestock, or other property, caused by other persons, livestock, poultry, dogs, or other domestic animals.

SOURCE: CC § 3343.

PART 3
PENAL DAMAGES

- § 2250. Failure to Quit After Notice.
- § 2251. Tenant Willfully Holding Over.
- § 2252. Injuries to Trees.
- § 2253. Damages Negligently Setting Fire.
- § 2254. Injuries Suffered in a Duel.
- § 2255. Victorious Duelist to Pay all Debts.

§ 2250. Failure to Quit after Notice.

If any tenant gives notice of his intention to quit the premises, and does not deliver up the possession at the time specified in the notice, he must pay to the landlord double rent during the time he continues in possession after such notice.

SOURCE: CC § 3344.

§ 2251. Tenant Willfully Holding Over.

If any tenant, or any person in collusion with the tenant, holds over any lands or tenements after demand made and one month's notice, in writing given, requiring the possession thereof, such person holding over must pay the landlord double rent during the time he continues in possession after such notice.

SOURCE: CC § 3345.

CROSS-REFERENCES: See 21 GCA Chapter 21 and 18 GCA Chapter 51 for additional, and more recent, law on the topic of Landlord and Tenant.

§ 2252. Injuries to Trees.

For wrongful injuries to timber, trees or underwood upon the land of another, or removal thereof, the measure of damages is twice such a sum as would compensate for the actual detriment, except where the trespass was casual and involuntary, or committed under the belief that the land belonged to the trespasser, or where the wood was taken by the authority of highway officers for the purpose of a highway, in which case the damages are a sum equal to the actual detriment.

SOURCE: CC § 3346.

§ 2253. Damages Negligently Setting Fire.

Every person negligently setting fire to his own woods, or negligently suffering any fire to extend beyond his own land, is liable in double damages to the party injured.

SOURCE: CC § 3347.

§ 2254. Injuries Suffered in a Duel.

If a person slays or permanently disables another person in a duel in this territory, the slayer must provide for the maintenance of the widow or wife of the person slain or permanently disabled and for the minor children, in such manner and at such cost, either by aggregate compensation in damages to each, or by a monthly, quarterly, or annual allowance to be determined by the court.

SOURCE: CC § 3348.

§ 2255. Victorious Duelist to Pay all Debts.

If any person slays or permanently disables another person in a duel in this territory, the slayer is liable for and must pay all debts of the person

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slain or permanently disabled.

SOURCE: CC § 3349.

NOTE: No CC §§ 3350-3352 existed.

PART 4
GENERAL PROVISIONS

§ 2275. Value, Estimated in Favor of Seller.

§ 2276. Value, Estimated, Favor of Buyer.

§ 2277. Property of Peculiar Value.

§ 2278. Value of Thing in Action.

§ 2279. Damages Allowed This Article, Exclusive.

§ 2280. Limitation of Damages.

§ 2281. Damages, Reasonable.

§ 2282. Nominal Damages Recoverable.

§ 2275. Value, Estimated in Favor of Seller.

In estimating damages, the value of property to a seller thereof is deemed to be the price which he could have obtained therefor in the market nearest to the place at which it should have been accepted by the buyer, and at such time after the breach of the contract as would have sufficed, with reasonable diligence, for the seller to effect a resale.

SOURCE: CC § 3353.

§ 2276. Value, Estimated, Favor of Buyer.

In estimating damages, except as provided by §§ 2277 and 2278, the value of property, to a buyer or owner thereof, deprived of its possession, is deemed to be the price at which he might have bought an equivalent thing in the market nearest to the place where the property ought to have been put into his possession, and at such time after the breach of duty upon which his right to damages is founded as would suffice, with reasonable diligence, for him to make such a purchase.

SOURCE: CC § 3354.

§ 2277. Property of Peculiar Value.

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Where certain property has a peculiar value to a person recovering damages for deprivation thereof, or injury thereto, that may be deemed to be its value against one who had notice thereof before incurring a liability to damages in respect thereof, or against a wilful wrongdoer.

SOURCE: CC § 3355.

§ 2278. Value of Thing in Action.

For the purpose of estimating damages, the value of an instrument in writing is presumed to be equal to that of the property to which it entitles its owner.

SOURCE: CC § 3356.

§ 2279. Damages Allowed This Article, Exclusive.

The damages prescribed by this Chapter are exclusive of exemplary damages and interest, except where those are expressly mentioned.

SOURCE: CC § 3357.

§ 2280. Limitation of Damages.

Notwithstanding the provisions of this Chapter, no person can recover a greater amount in damages for the breach of an obligation than he could have gained by the full performance thereof on both sides, except in the cases specified in the articles on exemplary damages and penal damages, and in §§ 2219 (*Breach of Promise of Marriage*), 2231 (*Seduction*), and 2232 (*Injury to Animals*).

SOURCE: CC § 3358.

§ 2281. Damages, Reasonable.

Damages must, in all cases, be reasonable, and where an obligation of any kind appears to create a right to unconscionable and grossly oppressive damages, contrary to substantial justice, no more than reasonable damages can be recovered.

SOURCE: CC § 3359.

§ 2282. Nominal Damages Recoverable.

When a breach of duty has caused no appreciable detriment to the party affected, he may yet recover nominal damages.

SOURCE: CC § 3360.

NOTE: CC §§ 3361-3365 did not exist.

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