

An Indelible Mark

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Joseph Beahm decided he wanted a tattoo on his right shoulder. Being a connoisseur of fine art, he chose a picture of a knife stabbing a man in the back. The tattoo was accompanied by the words, “Why Not, Everyone Else Does.”

Unfortunately, the tattoo artist, James Kastel of Body Art World in Seaside Heights, New Jersey misspelled else. The tattoo read, “Why Not, Everyone Elsee Does.” The tattoo parlor offered Mr. Beahm his \$100 back or alterations to cover it up. Mr. Kastel declined the offer and wants the parlor to pay for \$2,100 for laser surgery to remove the tattoo. He would like to sue for \$20,000 in damages, apparently to cover his pain and humiliation. He claims that wherever he goes people make fun of him.

A New Jersey dermatology center has offered to remove the misspelling. Mr. Beahm plans to take advantage of the offer. However, he says he still plans to sue.

Reported in AP, “Tattooed Man and Artist Argue Over Misspelling,” *New York Times* (August 24, 1999) Section B; Page 6

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Questions

1. How would you calculate reliance damages, expectation damages and opportunity cost damages? Should the offer by the dermatology center affect the measure of damages? Why or why not?
2. Apparently Mr. Beahm was shown a rendering of the tattoo before it was applied. The rendering contained the misspelled word. Do you think this should relieve the tattoo artist of damages? What impact does your answer have on efficient contracting?