Review the judge's decision in McIntosh v Micheli and consider the following questions.

1. The judge states that, "the defendant was not obligated under any contract theory." Would Cooter and Ulen agree with that statement?
2. The defendant is found liable for breaching the contract based upon the doctrine of either "equitable estoppel" or "promissory estoppel." Which of these two is most applicable in this case? Is the doctrine efficient?
3. Given that the defendant has breached the contract, how would you determine expectation damages, opportunity cost damages, and reliance damages in this particular case? Do you think the judge applied any of these damage calculations? If so, which one? If not, what do you think he determined the award?
4. The plaintiff had the opportunity to breach, but did not. Were the defendant’s actions efficient?
5. The judge states that punitive damages cannot be awarded in a breach of contract case. Punitive damages are awarded to deter negative behaviors. Why are punitive damages inappropriate or appropriate in breach of contract cases?