

CHAPTER II.

AFTER RECEIVING POSSESSION OF THE GOODS.

If a warranty of title is broken, the buyer may sue for the return of the price as on a failure of consideration, or he may sue in damages for breach of the contract. If there is a breach of a warranty of quality the buyer may except in case of a specific chattel the property in which has passed to him, reject the goods and notify the seller they are at his risk, or he may accept them and sue upon the breach of warranty, or if he has not paid the price he may set off his claim for damages in the vendor's action for the price.

If a warranted chattel is sold with a condition that if it does not answer the warranty it shall be returned within a certain time, the buyer's only remedy on failure of the warranty, is by return of the chattel he cannot sue on the warranty.

Where a chattel is sold with a warranty, and the buyer re-sells it with the same warranty, upon the warranty failing and the buyer becoming liable to his vendee in damages, he may recover from the original vendor such damages as well as the difference in value of the chattel. Where a warranty is fraudulent the damages consequent upon the buyer's action, relying on the fraudulent misrepresentation, may be recovered.

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