

When goods are bought for re-sale, if at the time of sale the sub-contract is known to the seller, on the seller's default the buyer may purchase the best obtainable substitute, charging the seller with the difference in price, or may abandon the sub-contract and claim his loss of profits on the sub-sale and any penalties for which he may be liable on the sub-contract, but if the amount of the penalties was not made known to the seller, the buyer cannot claim that amount as a matter of right though the jury may give it. If the sub-contract is not made known to the seller, knowledge of the buyer's general intention to re-sell, or notice of the sub-contract given subsequently, will not render him liable for the buyer's loss of profits or such sub-contract, but his damages will be the difference between the contract price and the market price. In each case the buyer must act like a reasonable man of business, and do all in his power to mitigate the loss.

Nominal damage may be recovered for a breach of contract though no actual damage be shown.

When goods are to be delivered by instalments, a refusal to accept or deliver any particular parcel does not give the other party a right to rescind the contract but only a right of action for the breach, and the measure of damages is the difference between the contract price and the market price at the time for delivery.

Where the property in the goods has passed to the buyer so that he has the right of possession, he may, if not in default, bring an action of trover, or an action for damages for breach of the contract, or in certain cases where damages would not be adequate compensation he may compel specific performance of the contract by delivery of the goods.

After the property has passed to the buyer, if he finds the goods are not of the description bargained for, he may reject them, the condition that the goods shall answer the description not having been performed. But if the property has passed to him *unconditionally*, there being only a breach of *warranty*, his remedy is an action for the breach.