

PART II.

RIGHTS AND REMEDIES OF THE BUYER.

CHAPTER I.

BEFORE OBTAINING POSSESSION OF THE GOODS.

If the contract is executory, the property not having passed to the buyer, the buyer's remedy for the vendor's breach is an action for damages; and the damages recoverable are generally the difference between the contract price and the market value of the goods at the time of the breach. *General* damages are such as are the necessary and immediate result of the breach; but *special* damages are the natural and proximate consequences of the particular breach, though not in general following as its immediate effect.

The damages which a party ought to recover for another's breach of contract should be such as may fairly and reasonably be considered either as arising naturally, according to the usual course of things, from such breach of contract, or such as may reasonably be supposed to have been in contemplation of both parties, at the time they made the contract, as the probable result of a breach of it. And where a contract is made under special circumstances, communicated by the plaintiffs to the defendants, so that the latter must be taken to have assumed the responsibility of all the damage that would follow the breach, they will be liable for all such damages.

Where delivery of goods has been postponed to a specified date by agreement of the parties, or by forbearance of one party at request of the other, damages are measured according to the market price at the postponed date. If the postponement is indefinite, damages may be assessed according to the market price at the date when the plaintiff calls upon the defendant to accept or give delivery, or at a reasonable time after the last request for postponement made by the defendant.