

The most common remedy is price, but it rarely happens.

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Ch. 25

P. 508 Problem #3

3. Seller Sues for Contract Price

2-709

Seller can get price when:

- ① When the buyer fails to pay the price (Buyer gets stuff, but doesn't want to pay)
- ② If seller can't resell items, then he can go after price (No one else wants)
- ③ If risk of loss is with buyer, then buyer must pay for items.
↳ If items are lost buyer pays for items.

Sales Remedies

Mitigate damages = keep damages down (Stop producing a product if someone asks you to cancel order!)

17. ~~Buyer~~ Buyer will have to find someone else to buy guns.
— ~~Buyer~~ Seller will go after contract price - resale price.
→ Seller can go after damages if price is equal to contract price

2-708 (2) (seller's) Damages to Non-Acceptance or Repudiation

~~If~~ Difference between contract price and market price goes to buyer if seller ~~cannot~~ wants to keep product.

3.

Stop delivery or withhold items from ~~seller~~ buyer

- Seller must move quickly.
- General unsecured — Seller has 10 days after buyer's receipt to withhold goods (when seller finds buyer insolvent)

Buyers Remedy

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7. Buyer orders coal. Price goes up. Seller would raise price.
If that is the case.

Buyer could sue seller for changing price since seller breached contract buyer can go after seller for damages.

Buyer cover and recovered damages

14. Breach of Warranty Case

P. 476

Seller claims car was in good shape, but apparently it was not in good shape

— Injured buyer gets difference between goods as warranted and the goods as they are.

AS WARRANTED
AS IS
Damages

\$200,000 = Sales price
\$100,000 = Warranted price
\$50,000 = "AS IS" price

Buyer keeps Yacht + gets \$150,000 for damages.

* Article = Default Law

* Parties can agree to do \$ different rules under code

* If they don't, then here are the rules...