An. Code, 1924, sec. 86. 1912, sec. 86. 1910, ch. 346, sec. 83 (p. 292).

83. Where the goods have not been delivered to the buyer, and the buyer has repudiated the contract to sell or sale, or has manifested his inability to perform his obligations thereunder, or has committed a material breach thereof, the seller may totally rescind the contract or the sale by giving notice of his election so to do to the buyer.

An. Code, 1924, sec. 87. 1912, sec. 87. 1910, ch. 346, sec. 84 (p. 292).

84. Where the property in the goods has passed to the buyer, and the seller wrongfully neglects or refuses to deliver the goods, the buyer may maintain any action allowed by law to the owner of goods of similar kind when wrongfully converted or withheld.

An. Code, 1924, sec. 88. 1912, sec. 88. 1910, ch. 346, sec. 85 (p. 292).

85. (1) Where the property in the goods has not passed to the buyer, and the seller wrongfully neglects or refuses to deliver the goods, the buyer may maintain an action against the seller for damages for non-delivery.

(2) The measure of damages is the loss directly and naturally resulting, in the ordinary course of events, from the seller's breach of contract.

(3) Where there is available market for the goods in question, the measure of damages, in the absence of special circumstances showing proximate damages of a greater amount, is the difference between the contract price and the market or current price of the goods at the time or times when they ought to have been delivered; or, if no time was fixed, then at the time of the refusal to deliver.

Measure of damages for breach of contract for sale of oil; error to calculate loss on gross margin of profit without deducting expenses of resale, etc. Prayers. Tidewater Oil Co. *v.* Spoerer, 145 Md. 154.

The measure of damages for breach by vendor of a contract for sale of tin plate, held to be difference between contract price and market or current price of goods at time of refusal to deliver, in absence of evidence showing proximate damages of a greater amount, and there being no time fixed for delivery when refusal to deliver took place. Evidence improperly admitted. Phillips Sheet & Tin Plate Co. *v.* Boyer, 133 Md. 133.

Evidence as to market price of certain scrap held admissible as reflecting upon measure of damages laid down in this section. Cases reviewed. Packard Iron Co. *v.* Pearl Co., 139 Md. 502.

Damages for breaches of contract, measure of which is set out in this section, held unliquidated. See notes to art. 75, sec. 17. Westminster M. & F. Co. *v.* Coffman, 123 Md. 624.

An. Code, 1924, sec. 89. 1912, sec. 89. 1910, ch. 346, sec. 86 (p. 292).

86. Where the seller has broken a contract to deliver specific or ascertained goods, a court having the powers of a court of equity may, if it thinks fit, on the application of the buyer, by its judgment or decree, direct that the contract shall be performed specifically without giving the seller the option of retaining the goods on payment of damages. The judgment or decree may be unconditional, or upon such terms and conditions as to damages, payment of the price and otherwise, as to the court may seem just.

Contract for sale of all scrap from rolling mill for period of five years at price to be determined every three months with reference to Philadelphia market price, held enforceable by specific performance. Rolling Mill Co. *v.* Michlovitz, 157 Md. 65.

An. Code, 1924, sec. 90. 1912, sec. 90. 1910, ch. 346, sec. 87 (p. 292).

87. (1) Where there is a breach of warranty by the seller, the buyer may, at his election—