ACTION FOR THE PURCHASE OF PROPERTY
When may the seller recover damages under the Uniform Sales Act, § 63 (3), p. 176, if he does not deliver the goods, if he has already contracted to sell them to the plaintiff? The court in the case of Wemslender v. Baxta, 164, the defendant having filled the plaintiff's order, the plaintiff not having paid the agreed price, it was held that the defendant was entitled to damages for the breach of contract.

The language of the Uniform Sales Act, § 63 (3), requires express written notice of the contract to be given by the buyer to the seller. The court in the case of Bement v. Smith, 165, held that the plaintiff's letter of August 21, 1899, was not a sufficient notice of the contract to the defendant, who was not a party to the contract and had no knowledge of the transaction. It was held that the defendant was not entitled to damages for the breach of contract.

1. The Uniform Sales Act, § 63 (3), provides that if the buyer has given written notice of the contract to the seller, the seller must deliver the goods within a reasonable time, unless the buyer has failed to pay the agreed price or has otherwise breached the contract.

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