MEASURE OF DAMAGES.

Where there is a sale for the sale and delivery of goods, the measure of damages is the difference between the contract price and the market price at the time and place of delivery, or the difference between the contract price and the market price of the goods at the time and place of delivery. If the goods are perishable, the market price at the time and place of delivery shall be the measure of damages. If there is an extended period of time between the contract for the sale, and the delivery of the goods, the measure of damages is the difference between the contract price and the market price at the time and place of delivery, and the cost of the goods during the period between the contract and the delivery. If the goods are specifically made to order, the measure of damages shall be the cost of the goods and the cost of their production.

In the case of a volant price, Sharp v. Rieck (1904) 70 Ark., where the price is determined by the market, and the goods are not specifically made to order, the measure of damages is the difference between the contract price and the market price at the time and place of delivery. If the goods are specifically made to order, the measure of damages shall be the cost of the goods and the cost of their production.

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