

delivery to the buyer and the value they would have had if they had answered to the warranty.

Where goods do not conform to samples, buyer may accept the goods and set up against seller breach of warranty by way of recoupment. See notes to sec. 70. *Berman v. Littauer*, 141 Md. 655.

In case of a breach of warranty measure of damages is difference between value of the truck in defective condition warranted against and what it would have been worth if it had been as represented. Evidence as to such damages held improper. *Rittenhouse, W. Auto. Co. v. Kissner*, 129 Md. 110.

After having adopted one of the courses set out in this section, buyer thereafter may have no other remedy. *Res adjudicata*. *Impervious Products Co. v. Gray*, 127 Md. 69.

An. Code, sec. 91. 1910, ch. 346, sec. 88 (p. 293).

91. Nothing in this sub-title shall affect the right of the buyer or the seller to recover interest or special damages in any case where by law interest or special damages may be recoverable, or to recover money paid where the consideration for the payment of it has failed.

Chapter VI.

An. Code, sec. 92. 1910, ch. 346, sec. 89 (p. 294).

92. Where any right, duty or liability would arise under a contract to sell or a sale by implication of law, it may be negatived or varied by express agreement or by the course of dealing between the parties, or by custom, if the custom be such as to bind both parties to the contract or the sale.

An. Code, sec. 93. 1910, ch. 346, sec. 90 (p. 294).

93. Where any right, duty or liability is declared by this sub-title, it may, unless otherwise by this sub-title provided, be enforced by action.

An. Code, sec. 94. 1910, ch. 346, sec. 91 (p. 294).

94. In any case not provided for in this sub-title, the rules of law and equity, including the law merchant, and in particular the rules relating to the law of principal and agent, and to the effect of fraud, misrepresentation, duress or coercion, mistake, bankruptcy or other invalidating cause, shall continue to apply to contracts to sell and to sales of goods.

An. Code, sec. 95. 1910, ch. 346, sec. 92 (p. 294).

95. This sub-title shall be so interpreted and construed as to effectuate its general purpose to make uniform the laws of those states which enact it.

An. Code, sec. 96. 1910, ch. 346, sec. 93 (p. 294).

96. The provisions of this sub-title relating to contracts to sell and to sales do not apply, unless so stated, to any transaction in the form of a contract to sell or a sale which is intended to operate by way of mortgage, pledge, charge or other security.