

SIEVERS v. NORTH.

Circuit Court, D. Massachusetts. April 13, 1877.

SALE—FAILURE TO DELIVER—MEASURE OF DAMAGES.

The defendants, North & Co., agreed to deliver certain pork backs free on hoard vessels at Boston, and also to procure freight to Antwerp. In an action for a breach of contract by defendants, *Held*, that the measuring of damages in the case was the difference between the contract price of the goods and the market value of the goods at the time of the breach of the contracts at the place of delivery, to wit, Boston, with the proper charges of purchasing, packing and putting them on board.

[Cited in 15 Alb. Law J. 332, to the point as stated above. Nowhere reported; opinion not now accessible.]

This volume of American Law was transcribed for use
on the Internet

through a contribution from [Google](#). 