

(c) where the seller **expressly reserves the right to resell.**

(22) ACTIONS FOR BREACH OF CONTRACT

- BY SELLER:

- *FOR THE PRICE* - This action applies only when **the property has passed to the buyer** and the buyer **wrongfully neglects or refuses to pay** (Section 48).
- *DAMAGES FOR NON ACCEPTANCE* - When the buyer **wrongfully neglects or refuses to accept** the goods **and pay** (Section 49).

- BY BUYER:

- *DAMAGES FOR NON DELIVERY* - When the seller **wrongfully neglects or refuses to deliver** the goods (Section 50).
- *TO RECOVER THE PRICE* - If the buyer has **paid the price and the goods are not delivered.**
- *FOR SPECIFIC PERFORMANCE* – This is an **order of a court** which requires a party to **perform a specific act**; in this case what is stated in the contract. (Section 51)