

13929


No. _____

Supreme Court of Illinois

Crabtree

vs.

Kile et al.

71641  7

1st

Where there is a sale with warranty, but without fraud, the contract is absolute and the vendee cannot return the property. To charge for keeping his own property is absurd

all in Point

4 Hill Sty	625
2 Kent (note B)	280
1 Mc Mullin	56

2^d

The true measure of damages is the difference between the price paid and the actual value. And no damages for keep or other extraordinary damages can be allowed. This is especially so where there is no fraud and no notice to take back.

all in Point

11. Mc calf	356
1 Mc Mullin	56
5 Taunton	566
4 Hill Sty	625
7 Cushing	166
29 Eng Com Law	48
2 Kent (note B)	280
Mayne on Damages	89

(over)

7	Cushing	166	
39	Maine	287	
4	Gray	459	
2	Greenleafs	Ev Sec	262

Social & Homing

no 57

Crabtree

By

Rile & Richards

Compliance

New Authorities

13920