

**CONTRACTS**  
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*The Expectation Measure Under UCC*

(i) Buyer contracted to buy from Seller 1000 truckloads of lettuce, at a price of \$500 per truckload. Seller repudiated and Buyer, without delay and in good faith, covered by purchasing 1000 truckloads of equivalent quality lettuce at a price of \$700 per truckload. (You can imagine that the per-truckload price was higher due to changes in the market price, or due to the short notice).

What is Buyer's remedy under the Code?

(ii) The same facts, but now assume that Buyer is an intermediary—a middleman—who sells all the lettuce he buys to McDonalds Hamburgers. Buyer's contract with McDonalds entitles him to a price of "Cost + \$20" per truckload. That is, buyer shows McDonalds a receipt of how much he paid per each truckload delivered, and charges McDonalds that same price plus \$20.

Should the Buyer's remedy be different than the one calculated in part (i)? What is the Code's position?