

## DAMAGE AND INTEREST.

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1734. *July 5.* M'CULLOCH *against* M'CULLOCH of Polton.

No. 1.

A WOMAN being put to the expense of many processes for her portion against her brother, and lying long out of her annual rents; after all these processes were ended, raised a new process for the expenses and damages of the whole; from which the Lords assolizied.

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1745. *February 28.* PATERSON *against* KEITH of Bruxie.

No. 2.

KEITH of Bruxie sold Paterson wheat, deliverable at Borrowstounness, which he was to bring from England, and failed in performance. On the faith of this bargain Paterson sold the like quantity at an advanced price, deliverable at the same place, and failed also in performance. The baxters sued Paterson, and recovered as damages the difference betwixt the price sold at, and the current prices at the time of delivery, with the expense of process. Paterson sued Bruxie, and claimed of damages, *1mo*, The difference betwixt the price in the contract, and that in the contract with the baxters; *2do*, The damages he paid the baxters; *3tio*, The expense of process that he paid the baxters; *4to*, His own expenses in that process; *5to*, The expense of this process. The Court gave him the difference betwixt the price in his own contract, and the current price when the wheat should have been delivered, which includes in it both the first articles; *2do*, The expenses of this process; but they refused the third and fourth articles, as being consequential damages not connected with the contract.

Consequential damages found not due.