

§2-1519. Lessee's damages for nondelivery, repudiation, default and breach of warranty in regard to accepted goods

(1). Except as otherwise provided with respect to damages liquidated in the lease agreement (section 2-1504), or otherwise determined pursuant to agreement of the parties (section 1-1302 and section 2-1503) if a lessee elects not to cover or a lessee elects to cover and the cover is by lease agreement that for any reason does not qualify for treatment under section 2-1518, subsection (2) or is by purchase or otherwise, the measure of damages for nondelivery or repudiation by the lessor or for rejection or revocation of acceptance by the lessee is the present value, as of the date of the default, of the then market rent minus the present value as of the same date of the original rent, computed for the remaining lease term of the original lease agreement, together with incidental and consequential damages minus expenses saved in consequence of the lessor's default.

[PL 2009, c. 325, Pt. B, §11 (AMD); PL 2009, c. 325, Pt. B, §27 (AFF).]

(2). Market rent is to be determined as of the place for tender or, in cases of rejection after arrival or revocation of acceptance, as of the place of arrival.

[PL 1991, c. 805, §4 (NEW).]

(3). Except as otherwise agreed, if the lessee has accepted goods and given notification (section 2-1516, subsection (3)) the measure of damages for nonconforming tender or delivery or other default by a lessor is the loss resulting in the ordinary course of events from the lessor's default as determined in any manner that is reasonable together with incidental and consequential damages minus expenses saved in consequence of the lessor's default.

[PL 1991, c. 805, §4 (NEW).]

(4). Except as otherwise agreed, the measure of damages for breach of warranty is the present value at the time and place of acceptance of the difference between the value of the use of the goods accepted and the value if they had been as warranted for the lease term, unless special circumstances show proximate damages of a different amount, together with incidental and consequential damages minus expenses saved in consequence of the lessor's default or breach of warranty.

[PL 1991, c. 805, §4 (NEW).]

SECTION HISTORY

PL 1991, c. 805, §4 (NEW). PL 2009, c. 325, Pt. B, §11 (AMD). PL 2009, c. 325, Pt. B, §27 (AFF).

The State of Maine claims a copyright in its codified statutes. If you intend to republish this material, we require that you include the following disclaimer in your publication:

All copyrights and other rights to statutory text are reserved by the State of Maine. The text included in this publication reflects changes made through the First Regular and First Special Session of the 131st Maine Legislature and is current through November 1, 2023. The text is subject to change without notice. It is a version that has not been officially certified by the Secretary of State. Refer to the Maine Revised Statutes Annotated and supplements for certified text.

The Office of the Revisor of Statutes also requests that you send us one copy of any statutory publication you may produce. Our goal is not to restrict publishing activity, but to keep track of who is publishing what, to identify any needless duplication and to preserve the State's copyright rights.

PLEASE NOTE: The Revisor's Office cannot perform research for or provide legal advice or interpretation of Maine law to the public. If you need legal assistance, please contact a qualified attorney.