

# *Brush Grocery Kart, Inc. v. Sure Fine Market, Inc.*



- Brush has option to buy
- Exercises option
  - But dispute over price/Brush vacate premises
- During litigation—significant hail storm damage

## ***Brush Grocery Kart, Inc. v. Sure Fine Market, Inc.***

1. Equitable Conversion – slim majority
    - Risk solely on buyer
  2. Massachusetts Rule – Risk solely on seller
    - Handful of states
  3. Who has right of possession
    - Growing number of states
    - Including Colorado
    - So what is the result for Brush?
      - Change under either of the above theories?
- Change if damage due to seller's negligence?
  - Other ways to shift risk?