

# Business and consumer law assignment case study examples

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The Sale of Goods Act 1979 cap 54 is an Act of the Parliament in the United Kingdom. It regulates UK commercial law as well as English contract law. This concerns the goods that are bought and sold. The Act compresses the original act regarding the sale of goods Act of 1983. Subsequent legislation codified the Act with minor statutory changes being made since 1979 (Ramanatha & Venkoba, 1988).

The Act is applicable to contracts. In these contracts, property in goods is transferred for a financial consideration. Breach of contract between the buyer and the seller is actionable in a court of law. It may attract an action for damages caused. Where the terms are conditions, breach of contract may lead to termination or revocation of the contract.

The law states that the goods bought must have fitness of quality and fitness of purpose. Fitness of quality means that the goods bought must be of original quality so as to serve the purpose for a long time. Goods that spoil easily after the contract considering that proper care has been taken may attract action for damages. Fitness for purpose means the goods should be able to serve the purpose for which they were purchased (Great & William, 1980).

If goods are bought in bulk and the buyer intends to test, he or she may check on a representative sample of the bulk. It is the work of the seller to make sure that all the remaining goods correspond with the tested samples. In our scenario, Captain Jack Sparrow Inc and Davey Jones are the parties to the contract. The buyer is Davey Jones while Captain Jack Sparrow Inc is the seller. The fact is that these two people have entered into a contract. Davey Jones Intention is to buy a pirate ship that will be fit for purpose. He

approaches the seller Captain Jack Sparrow Inc for this to become a reality. At the warehouse, the sales person allows Davey enough time to inspect the ships. Among the three ships, he settles on one. The idea of settling on this one is inspired by the fact that the painting of the horrible sea creature, the “Kraken” captures his attention. He therefore settles on the pirate ship bases on the quality of painting not the quality of the ship. In addition, these are second hand ships and that is the reason why it is going for a cheaper cost. (Frank N. , 2010) The passing of the ship from the seller to the buyer amounts to sale. Davey has therefore bought the good. However, the ship’s quality is wanting. It is improper for sellers to engage in sale of goods that are not fit for purpose and whose quality does not meet the buyer’s expectations. The company should be in a position to repair its old ships so that they can meet the buyer’s expectation. By selling a spoilt ship to Davey, Captain Jack Sparrow is actually compromising the safety of the crew members who may board the ship. Davey should sue the company for damages caused (Frank, 2010).

The case scenario above thus is actionable in a court of law. The ruling of the judge would be that the company, captain Jack Sparrow Inc did not act in good faith. All they wanted was to dispose the ship without having taken proper care to check if the ship is in good order. They further put the life of Davey at risk since when he goes to test his ship, after the hurricane. The court may rule that Davey be compensated for the poor condition of the ship be bought thinking it would serve its purpose. He should also be compensated for the psychological suffering he underwent when his life was at stake.

## References

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