

Law of sale of goods (part i)

Business



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INTRODUCTION

The Sale of Goods Act 1957 (Revised 1989) is the statute applicable to sale of goods in Peninsular Malaysia.

For Sabah and Sarawak, the law of sale of goods is governed by Section 5(2) of the Civil Law Act 1956. It provides that: „ The law to be administered shall be the same as would be administered in England in the like case at the corresponding period. % In effect, Sabah and Sarawak continue to apply principles of English law relating to the sale of goods. The Sale of Goods Act 1957 was enacted based on the English Sale of Goods Act 1893 (which was replaced by the Sale of Goods Act 1979).

The Sale of Goods Act 1957 applies to contracts for the sale of all types of goods including second-hand goods, and to commercial and private sales, wholesale and retail. The general law of contract will continue to apply to contracts for the sale of goods as Section 3 of the Sale of Goods Act 1957 expressly provides for the continual application to contracts for the sale of goods of the 198 TOPIC 12 LAW OF SALE OF GOODS (PART I) provisions of the Contracts Act 1950 „ in so far as they are not inconsistent with the express provision of this Act%. 12. 1

DEFINITION OF GOODS

Goods under Section 2 of the Sale of Goods Act, 1957 means „ every kind of movable property other than actionable claims and money and includes stocks and shares, growing crops, grass, and things attached to or forming part of the land which agreed to be severed before sale or under the contract of sale. % In Section 6 of the Sale of Goods Act 1957, goods which form the

subject of a contract of sale may be either existing goods or future goods. Existing goods are goods already owned or possessed by the seller and may comprise specific or unascertained goods.

Goods are specific if they are identified and agreed upon at the time a contract of sale is made. Unascertained goods are goods not identified and agreed upon at the time a contract of sale is made. Ascertained goods are those unascertained goods which have been identified and appropriated to the contract after the contract has been made. Future goods consist of goods to be manufactured or produced or acquired by the seller after the making of the contract of sale.

CONTRACT OF SALE

A contract of sale is the transfer of ownership of the goods to the buyer for a money consideration.

defines a contract of sale of goods as: „ A contract whereby the seller transfers or agrees to transfer the property in goods to the buyer for a price.

‰ A contract of sale includes a sale and an agreement to sell. What is the difference between a sale and an agreement to sell? According to Section 4(3) of the Sale of Goods Act 1957: „ Where under a contract of sale the property in the goods is transferred from the seller to the buyer, the contract is called a sale, but where the transfer of the property in the goods is to take place at a future time or subject to some condition thereafter to be fulfilled, the contract is called an agreement to sell. ‰ Under Section 4(4): „ An agreement to sell becomes a sale when the time elapses or the conditions are fulfilled subject to which the property in the goods is to be transferred.

‰ The above provisions distinguished a sale from an agreement to sell in terms of ownership or „ the property in the goods‰.

A contract is a sale when the ownership or the property in the goods passes to the buyer and it is an agreement to sell where the transfer of the property in the goods is to take place at a future time or subject to some condition to be fulfilled. An ownership must also be distinguished from possession. A person who possesses certain goods may not be the owner of the goods. Alternately, an owner of certain goods may not have the goods in his possession. In an agreement to sell, the goods still belong to the seller. Consequently, if the buyer breaches an agreement to sell, the seller may sue for unliquidated damages.

If the seller breaches an agreement to sell, the buyer has only a personal remedy for damages against the seller. Whereas in a sale, if the buyer fails to pay, the seller can sue for the contract price because ownership has passed to the buyer.

TERM OF CONTRACT

The conditions and warranties in contract of sale of goods are provided in Section 12 of the Sale of Goods Act 1957. A condition under Section 12(2) is: „ A stipulation essential to the main purpose of the contract, the breach of which gives rise to a right to treat the contract as repudiated.

A warranty under Section 12(3) is: „ A stipulation collateral to the main purpose of the contract, the breach of which give rise to a claim for damages but not a right to reject the goods and treat the contract as repudiated. ‰ According to Section 12(4): „ Whether a stipulation in a contract of sale is a

condition or a warranty depends in each case on the construction of the contract. The stipulation may be a condition, though called a warranty in the contract. % There are circumstances which permit the buyer to treat a breach of condition as a breach of warranty, as provided in Section 13(1) of the Sale of Goods Act 1957.

It provides that: „ Where a contract of sale is subject to any condition to be fulfilled by the seller, the buyer may waive the condition or elect to treat the breach of the condition as a breach of warranty and not as a ground for treating the contract as repudiated. % However, under Section 13(2), where a contract is not severable and the buyer has accepted the goods or part thereof, the breach of condition must be treated as a breach of warranty. Similarly, in a case where the contract is for specific goods and the property has passed to the buyer.

Therefore, the buyer cannot reject the goods and repudiate the contract.

IMPLIED TERMS

Implied terms are those conditions and warranties implied by the statute into particular contracts. The terms, though not expressly found in the contract, are generally accepted incidents of the contract and therefore imported by the courts. The kind of terms implied by statute for the contract of sale of goods are the conditions and warranties provided under the Sale of Goods Act 1957. These conditions and warranties implied in a contract of sale of goods bind the contracting parties, the buyer and the seller. However, according to Section 62 of the Sale of Goods Act 1957: „ This right, duty or liability that would arise under a contract of sale by implication of law may be negated or varied by express agreement or by the course of dealings

between the parties, or by usage, if the usage is to bind both parties to the contract. % This means the parties to a contract of sale may exclude the implied terms by the express agreement or by previous dealings or by usage. Title Section 14 of the Sale of Goods Act 1957 provides the implied undertaking as to title in a contract of sale.

According to the provision, „ unless the circumstances of the contract indicate a different intention, there is: (a) An implied condition on the part of the seller that in the case of a sale, he has a right to sell the goods, and in the case of an agreement to sell, he will have a right to sell the goods at the time when the property or ownership is to pass. An implied warranty that the buyer shall have and enjoy quiet possession of the goods.

An implied warranty that the goods shall be free from any charge or encumbrance in favour of any third party not declared or known to the buyer before or at the time when the contract is made. % (b) (c) A breach of condition entitles the buyer to treat the contract as repudiated and recover the price in full even though he has used the goods. This is because the buyer pays the price of the goods in order to enjoy the ownership as well as the use of the goods. In the case of Rowland v Divall [1923] 2 KB 500, the plaintiff bought a car from the defendant.

After using the car for four months, the plaintiff discovered that it was a stolen car and he had to return it to the true owner. The Court of Appeal held that the defendant had breached the condition as to title and the plaintiff could recover the full price because of total failure of consideration. 12. 4. 2

Sale of Goods by Description The rule relating to sale of goods by description is provided in Section 15 of the Sale of Goods Act 1957. It provides that:

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„ Where there is a contract for the sale of goods by description, there is an implied condition that the goods shall correspond with the description.

In addition, „ If the sale is by sample as well as by description, it is not sufficient that the bulk of the goods corresponds with the sample if the goods do not also correspond with the description. % Sale of goods by description covers all cases where the buyer has not seen the goods but is relying on the description alone, for example, goods ordered from a catalogue or if ordered over the counter, by a trade name. Thus, it includes all contracts for the sale of unascertained goods and sale of specific goods which the buyer has not seen prior to the contract.

In the case of *Nagurdas Purshotumdas & Co. v Mitsui Bussan Kaisha Ltd* (1911) 12 SSLR 67, previous contracts between the parties for the sale of flour had been sold in bags bearing a well-known trade mark. Further flour was ordered, described as „ the same as our previous contract%. Flour identical in quality was delivered but it did not bear the same well-known trade mark. It was held that it did not comply with the description. In another case of *Beale v. Taylor* [1967] 1 WLR 1193, the seller advertised a car as „ Herald Convertible, white, 1961, twin carb«%.

The buyer saw the car before he agreed to buy. Later, he discovered that the rear of the car was part of a 1961 Herald Convertible while the front half was part of an earlier model. It was held that he was entitled to claim damages for breach of the condition. In the case of *Moore & Co v. Landauer & Co* [1921] 2 KB 519, the buyers were entitled to reject the goods because half of the cases contained only 24 tins, even though the total quantity was met. The contract was for 3100 cases of Australian canned fruit packed „ 30 tins

to case%. 2. 4. 3 Fitness for Purpose and Merchantable Quality Section 16 of the Sale of Goods Act 1957 provides that there is no implied warranty or condition as to the quality or fitness for any particular purpose of goods supplied under a contract of sale except in the following situations: Goods must be reasonably fit for the purpose for which the buyer wants them (Section 16(1)(a)); or Goods must be of merchantable quality (Section 16(1)(b)). (a) Goods must be reasonably fit for the buyer's purpose. Where the buyer, expressly or by implication, makes known to the seller the particular purpose for which the goods are required, so as to show that the buyer relies on the seller's skill or judgement, and the goods are of a description which is in the course of the seller's business to supply (whether he is the manufacturer or producer or not), there is an implied condition that the goods shall be reasonably fit for such purpose. % But in the case of a contract for the sale of a specified article under its patent or other trade name, there is no implied condition as to its fitness for any particular purpose.

The buyer may invoke Section 16(1)(a) if he makes known to the seller the particular purpose for which he acquires the goods and the buyer is relying on the seller's skill and judgement. The goods must also be a description which is in the course of the seller's business to supply and if the goods are specific, they must be bought under their trade name or patent. The above requirements are explained in the following cases: In *Griffiths v. Peter Conway Ltd.* [1939] 1 All ER 685, a woman with an abnormally sensitive skin bought a Harris Tweed coat without disclosing to the seller about her abnormality.

She could not claim under this section because the coat would not harm a normal person. Thus, the buyer must clearly indicate the special purpose for which the goods are to be used. Otherwise, there is no breach of the implied condition if the goods are suitable for their general and normal purpose. If the description of the goods is only for one purpose, then it requires no further indication. For example, a hot water bottle is meant to contain hot boiling water; if it breaks upon filling of hot water, then it is not fit for its purpose.

In the case of *Cammell Laird & Co v. Manganese Bronze and Brass Co Ltd* [1934] AC 402, there was a contract by A to build a propeller for B in accordance with B's specification and to fit a particular ship and its engine. The propeller supplied complied with the specification and design but did not suit the ship's engine. A was held liable for breach of an implied condition since the buyer had informed the seller of the purpose for which he needed the goods and relied on the seller's skill and judgement to provide them. In *Baldry v. Marshall* [1925] 1 KB 260, the buyer asked the dealer for a car suitable for touring and the dealer recommended a Bugatti car. A contract for the sale of the car was made. Later, the buyer found that the car was unsuitable for touring. The Court of Appeal held that the dealer was liable because the buyer had relied on the dealer's judgement in selecting a suitable car for the specific purpose stated by the buyer (even though the car was bought under its trade name). Hence, if the buyer purchases goods under its trade name but at the same time relies on the seller's recommendation, it means the buyer is still relying on the seller's skill.

But if the buyer purchases specific goods under a trade name and gives the impression that he is not relying on the seller's skill, then he cannot claim under this section. (b) Goods must be of merchantable quality „ Where goods are bought by description from a seller who deals in goods of that description (whether he is the manufacturer or producer or not), there is an implied condition that the goods shall be of merchantable quality.

However, „ If the buyer has examined the goods, there shall be no implied condition as regards defects, which such examination ought to have revealed. „ Merchantable quality means the goods are fit for the particular use in which they were sold. Therefore, if they are defective for their purpose, they are considered unmerchantable. For implied condition as to merchantable quality, the buyer need not make known to the seller the particular purpose for which he requires the goods. The section only requires the goods to be bought by description and bought from a seller dealing with the goods of that description.

Where goods are sold under their trade name, the implied condition as to merchantable quality is applicable although the implied condition as to fitness is excluded. In *Wilson v. Rickett, Cockerall & Co. Ltd* [1954] 1 All ER 868, fuel by its trade name *ACoalite* was ordered from a fuel merchant. The consignment was contaminated in that a detonator was embedded in the coal, resulting in an explosion in the fire-place when used. The Court held that the consignment as a whole was unmerchantable, having defects making it unfit for burning.

In the proviso to Section 16(1)(b), the implied condition does not apply „ where the buyer has examined the goods as regards defects which such

examination ought to have revealed. % This means if the buyer has conducted some examination before or at the time of the contract, the buyer cannot later complain about the defects which would be revealed by a proper examination. In the case of *Thornett & Fehr v. Beers & Sons* [1913] 1 KB 486, the buyer had conducted a superficial look at the outside of some barrel of glue. It was held that there was an examination and thus the implied condition as to merchantable quality did not apply.

2. 4. 4 Sale by Sample Section 17 of the Sale of Goods Act 1957 provides that „ in a contract for the sale of goods by sample, there is an implied condition: (a) (b) That the bulk shall correspond with the sample in quality; That the buyer shall have reasonable opportunity of comparing the bulk with the sample; and That the goods shall be free from any defect rendering them unmerchantable which would not be apparent on reasonable examination of the sample. The three conditions above are independent of one another.

If the bulk corresponds with the sample but there is a latent defect rendering the goods unmerchantable, the buyer is still entitled to reject them. In the case of *Drummond v. Van Ingen* (1887) 12 App. Cas. 284, the cloth supplied by the seller was equal to sample previously examined but because of a latent defect not discoverable by a reasonable examination, the Court found the seller in breach of the condition.

SELF-CHECK

What is the meaning of existing goods, future goods, specific goods and unascertained goods? Provide examples in your explanation. What is the difference between a sale and an agreement to sell?

What are the kind of implied conditions and warranties incorporated in a contract of sale of goods? What is the effect of breach of implied condition and warranty in a contract of sale of goods? Can the party to the contract of sale of goods exclude the implied terms?

ACTIVITY

Discuss the following questions: (a) Michael and his wife Betty, were busy shopping for new furniture for their new house. Three days before moving, they visited a furniture shop Antique Design. Betty was very interested in a sofa set from Italy worth RM15, 000.

The set was made from soft leather, brown in colour and consist of one coffee table, and they agreed to buy the set. Both the husband and wife also agreed to buy a double bed for their daughters. Michael informed the seller that he wanted a double bed made from good quality wood. The seller assured Michael that he would meet MichaelEs request, as he was an expert and experienced in selling furniture. After payment, the seller promised to deliver the furniture on the day that they were supposed to move into their new house. Michael and Betty also went to Cool Air-Cond, a shop selling air conditioners.

The seller managed to attract Michael to buy a portable air-conditioner at the price of RM2, 000, with a guarantee that the air conditioner could be used for the next five years without any problem. After checking the goods and satisfied with their condition, Michael made a payment. The seller promised to deliver the air conditioner on the day they move to the new house. On the day of moving, all of the goods ordered by Michael and Betty were delivered. Nevertheless, they were disappointed to see that the sofa set that was

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delivered was not brown and did not include the coffee table and that the double bed ordered was not of good quality wood.

Meanwhile, the portable air conditioner that Michael bought produced a strong noise when it was switched on. Michael and Betty were very disappointed with what had happened and seek your legal advice on what action can be taken on the sellers of the goods. B placed an advertisement in a local newspaper offering for sale, a second-hand car at RM40, 000 o. n. o. The car was described as „ Toyota, late 2000% model. Q responded by offering to buy the car at RM37, 000. The offer was accepted by B.

After driving the car for almost three months, Q discovered that only the body of the car was of „ late 2000% model while the engine was from a much earlier model. Q now wishes to rescind the contract and seeks your advice on the matter. Advise Q on her rights under the Sale of Goods Act 1957. (b) (c) Sally, a contestant in one of the top reality shows in TV Reality was preparing for the final contest to become the winner for the new season 2008. Sally engaged a professional tailor to sew the dress suitable for the contest.

Sally consulted Robin, a well-known fashion designer in town, on the choice of fabric for the dress because she had sensitive skin and was allergic to certain types of fabric. Sally paid RM3, 000 for the cost of the dress. After the contest, Sally discovered red spots on her skin. She went to see the doctor and was told that her skin was sensitive to the fabric used for the dress that she had worn for the contest. Sally went to see Robin and returned the dress because the fabric used for the dress was not fit for the purpose she made known to Robin and caused her skin complaint.

Sally also claimed for the refund of the cost of the dress from Robin and the medical expenses incurred by her. Decide whether Sally could claim for the refund of her money from Robin as well as the cost for her medical expenses.

TRANSFER OF PROPERTY IN THE GOODS AND RISK

Property in the goods means title or ownership. The transfer of property in the goods is very important because it determines the risk. As a general rule, the risk passes when the property in the goods passes (notwithstanding whether delivery has been made). Thus, the goods will remain at the seller's risk until the property in the goods is transferred to the buyer.

When the title or ownership is transferred to the buyer, then the goods are at the buyer's risk. According to Section 26 of the Sale of Goods Act 1957: „ Unless otherwise agreed, the goods remain at the seller's risk until the property therein is transferred to the buyer, but when the property therein is transferred to the buyer, the goods are at the buyer's risk whether delivery has been made or not: Provided that where delivery has been delayed through the fault of either buyer or seller, the goods are at the risk of the party in fault as regards any loss which might not have occurred but for such fault. This means, if delivery has been delayed through the fault of either party, the goods are at the risk of the party in fault as regards any loss which might not have occurred but for such fault.

Effects of the Contract

Since the risk passes when the property in the goods passes, is it essential to know when the title passes. Under the Sale of Goods Act 1957, Section 18 to 23 provide certain rules that determine the time when property in the goods

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passes to the buyer. a) Sale of unascertained goods Under Section 18 of the Sale of Goods Act 1957, where there is a contract for the sale of unascertained goods, no property in the goods is transferred to the buyer unless and until the goods are ascertained. Sale of specific or ascertained goods Under Section 19 of the Sale of Goods Act 1957, where there is a contract for the sale of specific or ascertained goods the property in them is transferred to the buyer at such time as the parties to the contract intend it to be transferred. Thus, the general rule is that title passes when the parties to a contract of sale intend it to pass.

Unless a different intention appears, the following rules are the rules for ascertaining the intention of the parties as to the time of passing of property in the goods. (c) Specific goods in a deliverable state Under Section 20 of the Sale of Goods Act 1957, where there is an unconditional contract for the sale of specific goods in a deliverable state, the property in the goods passes to the buyer when the contract is made. It is immaterial whether the time of payment of the price or the time of delivery of the goods is postponed. For example, A agrees to buy a specific book entitled „ Business Law% on credit.

The title in the book passes to A on the sale even though the payment is postponed. (d) Specific goods to be put into a deliverable state Under Section 21 of the Sale of Goods Act 1957, where there is a contract for the sale of specific goods and the seller is bound to do something to the goods for the purpose of putting them into a deliverable state, the property does not pass until such thing is done and the buyer has notice thereof. For

example, A agrees to sell a specific computer to B and promises to install the specific software in the disk.

The ownership in the computer does not pass to B until A installs the specific software as promised and B must know about the fact that A has done the installation. (e) Specific goods in a deliverable state when the seller has to do anything thereto in order to ascertain price Under Section 22 of the Sale of Goods Act 1957, where there is a contract for the sale of specific goods in a deliverable state, but the seller is bound to weigh, measure, test, or do some other act or thing with reference to the goods for the purpose of ascertaining the price, the property does not pass until such act or thing is done and the buyer has notice thereof.

For example, A agrees to sell to B all the flour contained in a specific sack for RM3 per kilogram. The title does not pass to B until A weighs the flour and B knows that the flour has been weighed. (f) Sale of unascertained goods and appropriation Under Section 23 of the Sale of Goods Act 1957, where there is a contract for the sale of unascertained or future goods by description and goods of that description and in a deliverable state are unconditionally appropriated to the contract, either by the seller with the assent of the buyer or by the buyer with the assent of the seller, the property in the goods thereupon passes to the buyer.

The assent may be expressed or implied and may be given either before or after the appropriation is made. A contract for the sale of unascertained goods is an agreement to sell and not a sale. Future goods mean goods to be manufactured or produced or acquired by the seller after the making of the contract of sale. „ Unconditionally appropriated to the contract% in the <https://assignbuster.com/law-of-sale-of-goods-part-i/>

provision above means a clear act showing the intention to identify certain goods as attached to the contract and without any condition.

The duty to appropriate may be placed on the buyer or the seller. Appropriation may involve the act of selecting, separating or weighing from a bulk by the buyer or the seller, and it must be approved by the other party. The appropriation must be unconditional and it should pass property in the goods without further requirements (such as payment or price). Further, Section 23(2) of the Sale of Goods Act 1957 provides that where (in pursuance of the contract) the seller delivers the goods to the buyer or to a carrier or other bailee for the purpose of transmission to the buyer, and does not reserve the right of disposal, he is deemed to have unconditionally appropriated the goods to the contract. The effect is that property in the goods passes to the buyer at the time when the goods are handed over to a carrier (for example, a transportation company such as shipping, trucking or railway).

The carrier is the buyer's agent for the purpose of delivery. But if the carrier is the agent of the seller, then property in the goods will not pass until the goods are actually delivered to the buyer. g) Goods sent on approval or „on sale or return“ Under Section 24 of the Sale of Goods Act 1957, when goods are delivered to the buyer on approval or „on sale or return“, or other similar terms, the property in the goods passes to the buyer: (i) when the buyer signifies his approval or acceptance to the seller or does any other act adopting the transaction; or if he does not signify his approval or acceptance to the seller but retains the goods without giving notice of rejection, then, if a time has been fixed for the return of goods, on the

expiration of such time, and if no time has been fixed, on the expiration of a reasonable time. ii) Under the second situation above, if a time is fixed for the return of the goods, then property in the goods passes upon the expiration of the time. But if no time is fixed, property in the goods passes upon the expiration of a reasonable time.

SELF-CHECK

What is the meaning of property in the goods? What is the significance of the transfer of title or ownership in the goods? When does the risk pass to the buyer in a contract of sale of goods? How would you determine the time when the property in the goods passes to the buyer?

When is the property in the goods transferred to the buyer in a contract for sale of unascertained goods? When is the title or ownership transferred to the buyer in a contract for sale of a specific or ascertained goods?

ACTIVITY

Discuss the following question: 500 tonne metric of flour belonging to a vendor were stored in a godown belonging to Mr. Isaac. The vendor sold 200 tonne metric of the flour to Mr Hans and gave him a delivery order addressed to Mr Isaac.

When Mr Hans's carrier arrived at the godown, Mr Isaac had already set aside the 200 tonne metric of the flour. The carrier handed the delivery order to Mr Isaac who gave instructions for loading to commence. Before the loading could commence, Mr Isaac's godown caught by fire and it destroyed the whole stock of the flour. Discuss when did the property in the goods pass and who shall bear the loss. A contract of sale is the transfer of ownership of

the goods to the buyer for a money consideration. Where the property in the goods is transferred from the seller to the buyer, the contract is called a sale.

Where the transfer of the property in the goods is to take place at a future time or subject to some condition thereafter to be fulfilled, the contract is called an agreement to sell. What distinguishes a sale from an agreement to sell is in terms of ownership or „ the property in the goods%‰. A condition is a stipulation essential to the main purpose of the contract, the breach of which gives rise to a right to treat the contract as repudiated. A warranty is a stipulation collateral to the main purpose of the contract, the breach of which give rise to a claim for damages but not a right to reject the goods and treat the contract as repudiated.

The conditions and warranties implied in a contract of sale of goods bind the contracting parties, the buyer and the seller. The parties to a contract of sale may exclude the implied terms by the express agreement or by previous dealings or by usage. In a contract of sale of goods, there are implied conditions as regards to title, description, sample, fitness for particular purpose and merchantable quality.

Unless the circumstances of the contract indicate a different intention, there is an implied condition on the part of the seller that in the case of a sale, he has a right to sell the goods, and in the case of an agreement to sell, he will have a right to sell the goods at the time when the property or ownership is to pass. There is an implied warranty that the buyer shall have and enjoy quiet possession of the goods and that the goods shall be free from any charge or encumbrance in favour of any third party not declared or known to the buyer before or at the time when the contact is made.

The risk passes when the property in the goods passes, thus the goods will remain at the seller's risk until the property in the goods is transferred to the buyer. Agreement to sell Fitness for purpose Implied terms Merchantable quality Property in goods Sample Title Sale of goods

Transfer of title Text Books:

- Harlina Mohamed On & Rozanah Ab. Rahman. (2007).
- Undang-Undang Perniagaan Malaysia. Selangor: Kumpulan Usahawan Muslim Sdn. Bhd. Wu M. A. & Vohrah B. (2000).
- The Commercial Law of Malaysia (2nd Ed.). Selangor: Pearson and Longman. Cases: Baldry v. Marshall [1925] 1 KB 260. Beale v. Taylor [1967] 1 WLR 1193. Cammell Laird & Co v. Manganese Bronze and Brass Co Ltd [1934] AC 402. Drummond v. Van Ingen (1887)
- 12 App. Cas. 284. Griffiths v. Peter Conway Ltd. [1939] 1 All ER 685. Moore & Co v. Landauer & Co [1921] 2 KB 519.
- Nagurdas Purshotumdas & Co. v Mitsui Bussan Kaisha Ltd (1911) 12 SSLR 67. Rowland v Divall [1923] 2 KB 500. Thornett & Fehr v. Beers & Sons [1913] 1 KB 486. Wilson v. Rickett, Cockerall & Co. Ltd [1954] 1 All ER 868.