

Topic cases 17 and 18

Business



17. 2 -New England Yacht Sales v. Commissioner of Revenue Services, 198 Conn. 624, 504 A. 2d 506, Web 1986 Conn.

Lexis 719 (Supreme Court of Connecticut) According to commercial law, sale of goods contracts valid when there is an offer and acceptance in this case, New England yacht sales made an offer to Robert Pease who accepted and paid for the yacht in full. The marine bill stated that all of the yacht right, title, and interest" had been transferred to the buyer making Mr. Pease responsible for costs incurred after delivery; that is taxes. It is the duty of the seller to deliver the goods as per the contract.

In this case the New England yacht sales failed to deliver the yacht to Mr. Pease as per the contract. (Hassan, 1978) When the time of the delivery was not fixed the seller has to send the goods within reasonable time in this case the New England yacht sales failed to deliver the yacht to Mr. Pease within reasonable time (between winter and spring) The goods should be delivered in the right state therefore the seller is liable for all costs. In this case New England yacht sales was liable for repair work required for the yacht which it did.

(Hassan, 1978) Offer cannot be revoked after acceptance so Mr. Pease could not revoke the contract as he had already accepted and made payment for the yacht, but in commercial law he could do so since revocation can take place after acceptance of goods which he was in possession of. In contract of sale of goods the right of ownership passes when the contract is made.

(Hassan, 1978) 17. 3-United States v. Michaels Jewelers, Inc.

, 42 UCC Rep. Serv. 141, Web 1985 US Dist. Lexis 15142 (United States District Court for the District of Connecticut) According to English law, where goods are sold in good faith, the buyer can acquire good title of the goods provided the goods were not stolen. Then if the goods were stolen and the culprits convicted, ownership of the goods is transferred to the true owner that is the person whom the goods were stolen from.

In this case G&W Watch and Jewelry Corp. will lose ownership of the stolen jewelry to Michaels Jewelers, Inc... Since Torniero confessed to committing the crime and was convicted making the sale of goods contract he had with G&W Watch void¹⁷.

8-Georgia Port Authority v. Mitsubishi International Corp, 156 Ga. App. 304, 274 S. E.

2d 699, Web 1980 Ga. App. Lexis 2952 (Court of Appeals of Georgia) The goods should be delivered in the right state therefore the seller is liable for all costs . in this case Mitsubishi International Corp., neglected to load the goods carefully and thus causing extensive damage to the wood making them liable for all the damages (Tallon, 2005)¹⁸. 1 -Jacob Hartz Seed Co.

v. Coleman, 271 Ark. 756, 612 S. W. 2d 91, Web 1981 Ark.

Lexis 1153 (Supreme Court of Arkansas). CISG states that goods sold by description, then there is an applied condition that the goods will correspond with the description. The section further includes that if the sale is by sample as well as description, then it is necessary that the bulk of goods corresponds with the sample and description. In this case E. R. Coleman led

Hartz Seed Company to believe that they were in possession of soybeans that were to HARTZ required standards which was untrue, verified by sample tests done after purchase.

E. R Coleman breached the contract by selling non-conforming goods that were not in line with the terms of agreement. . (Shwenzer, 2006)The Hartz seed company may argue out that the cancellation of the contract is in line with article 49 section 1 of the CISG which allows termination of contract on failure by the seller to stick to the contract agreement . On the other hand article 25 of the CISG also allows breach of contract if the resulting outcome of the sellers shortcomings poses a negative outcome to the buyer, this is unless the seller did not contemplate the results. (Shwenzer, 2001)18.

2 – General Motors Acceptance Corp. v. Grady, 27 Ohio App. 3d 321, 501 N. E.

2d 68, Web 1985 Ohio App. Lexis 10353 (Court of Appeals of Ohio)The goods should be delivered in the right state therefore the seller is liable for all costs . in this case General Motors Acceptance Corp (GMAC) breached the terms of delivery by issuing out a new Chevette that was not up to the required standards. Also offer cannot be revoked after acceptance of goods therefore Glary is bound by the law from revoking the sale.(Flesinger, 2002)18.

4 -Camp [bell v. Hostetter Farms, Inc., 251 Pa. Super. 232, 380 A. 2d 463, Web 1977 Pa.

Super. Lexis 2699 (Superior Court of Pennsylvania) Normally the failure to meet contractual agreements by either of two agreed parties is considered a

breach of contract . in this case Cambel went against the sales agreement with Hostetter farms, Inc. on the other hand a judge might relive the “ promiscor” off his or her obligation in a contract in a case where “ promiscor” is unable to deliver based on extraordinary developments or when he expresses his unawareness of possible happenings. (Sykes, 1990). Campbell’s breach of contact can therefore be regarded as justifiable.

18. 5 -Archer Daniels Midland v. Charter International Oil Company, 60 B. R. 854 Web 1986 US Dist.

Lexis 25828 (United States District Court for the Middle District of Florida)Part 2-702 of the uniform commercial code awards the seller the right to reclaim goods from an insolvent buyer therefore Archer Daniels Midland Company has the right to be compensated by the charter international Company for breach of contract. According to the state law goods delivered to the buyer can be reclaimed if; the goods were transported on credit, the buyer was insolvent while receiving the goods, when the offeror has issued a demand of the goods within ten days of buyers acquisition of goods and the buyer had the goods when the seller made a reclamation demand18. 10- Concrete Sales and Equipment Rental Company, Inc. v. Kent Nowlin Construction, Inc., 106 N.

M. 539, 746 P. 2d 645, Web 1987 N. M. Lexis 3808 (Supreme Court of New Mexico) It is the duty of the seller to deliver goods as per the contract . C& E delayed the delivery of materials and also did not bring the agreed number of goods as per the contract.

An offer is liable for termination if it exceeds the time specified . Therefore since C could not deliver on time Nolinl Construction went ahead and hired Gallup Sand and Gravel Company (Hessetink, 2001)