

Caveat emptor

Law, Common Law



Caveat Emptor in Latin means "Let the buyer beware" in other words it is a notice to the buyer that the goods sold to the buyer are "as it is". This rule is a rule of the common law applicable to the sale and purchase of lands, other real estate and so on. Under the principle of Caveat Emptor, the buyer could not recover damages from the seller for defects on the property. However, this rule is not arranged to protect sellers who engage in fraud or bad faith dealing by making false or misleading representations about the quality or condition of a particular product.

Also, in buying used goods, like a used car, often the buyer has the risk, bears the burden of making sure that he or she gets what she bargained for or what she paid for and that there are no defects in the car because they will not be able to return the car and get money back because of the doctrine of caveat emptor. The word 'caveat' is often used to warn buyers. For instance, you could say that the regulatory agency issued a caveat to citizens to do something or not to do something.

This following case is connected to the caveat emptor rule: *Cheater v Cater* [1917] 21 KB 247. The defendant landlord let a farm to a tenant retaining the adjoining premises on which was a shrubbery containing yew trees. The branches of the yew trees overhung the farm and were within the reach of the tenant's cattle and horses. The tenant's horse died after eating yew from the overhanging branches of trees growing on the landlord's adjoining land. Held: The tenant's claim against the landlord in negligence and nuisance failed.

Pickford LJ said: The law of this country is that a tenant, when he takes a farm, must look and Judge for himself what the state of the farm is. Just as in the case of a purchaser of a business the rule is caveat emptor, so in the case of taking the lease of property the rule is caveat lessee; he must take the property as he finds it. I never heard that a landlord warranted that the sheep should not eat his yew trees. " That is a distinct statement of the law and not a dictum. It is the second ground given by the Lord Justice for his Judgment.

If a Judge states two grounds for his Judgment and bases his decision upon both, neither of those grounds is a dictum. The law so stated by Mellish L J. is in agreement with a series of cases of which Sutton v Temple is an early instance. In a case of this kind the tenant takes the land demised as it is, and therefore if the tenant here took the land with the yew trees growing over it so that his cattle could eat of the branches and they did eat, he cannot complain. Therefore the broad proposition argued on behalf of the plaintiff cannot be maintained.

In conclusion The caveat emptor had been seen as a powerful tool to the extent that many Jurisdictions have tried to overpower or neutralize it by establishing consumer protection or sale of goods legislation but when it comes to issues concerning land, the principle still applies. Towards the end of the 19th century, Caveat Emptor was still very much breathing as a general rule but the Judiciary were going in to some extent a different direction to go to the length of protecting a buyer as caveat emptor offers buyers very little protection. This

Inevitably led to the drafting of the Sale of Goods Bill. CAVEAT EMPTOR By elnxhshm Caveat Emptor in Latin means " Let the buyer beware" in other words it is a notice to the buyer that the goods sold to the buyer are " as it is". This rule is a rule of from the seller for defects on the property. However, this rule is not arranged to protect sellers who engage in fraud or bad faith dealing by making false or The defendant landlord let a farm to a tenant retaining the adjoining premises on overhung the farm and were within the reach of the tenant's cattle and horses.

The negligence and nuisance failed. Pickford LJ said: 'The law of this country is that a farm is. Just as in the case of a purchaser of a business the rule is caveat emptor, so not eat his yew trees. " That is a distinct statement of the law and not a dictum. It is grounds for his Judgment and bases his decision upon both, neither of those grounds is a dictum. The law so stated by Mellish L. J. is in agreement with a series of but the Judiciary were going in to some extent a different direction to go to the length inevitably led to the drafting of the Sale of Goods Bill.