

Atiyah and
Adams'

Fourteenth Edition

Sale of Goods



 Pearson

Christian Twigg-Flesner
Rick Canavan

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Atiyah and Adams' Sale of Goods

Fourteenth Edition

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DEDICATION

This edition is dedicated to the memory of Patrick Atiyah (1931–2018).

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Preface to the Fourteenth Edition

Once more, we were delighted to take on the task of updating this text for its 14th edition, having taken over editorial responsibilities from the late John Adams from the 13th edition. In our preface to the previous edition, we recorded the sudden passing of Professor Adams. Sadly, in this preface, we must note another passing: on 30 March 2018, Patrick Atiyah, who wrote the 1st–8th editions of this book and continues to give the book its name, passed away at the age of 87. Patrick Atiyah was one of those giants of academic contract law whose contributions continue to be read and to inspire scholars everywhere. We are both mindful of our task to maintain the scholarly rigour which he gave to this book as we take it into the future.

This edition is also the first time since the 9th edition without a Scottish editor. Professor Hector MacQueen had been responsible for adding Scottish content since the 10th edition (2001), but decided that he would discontinue this role after the 13th edition was published in 2016. We are very grateful for Hector's contributions to the work. On the advice of the book's publishers, this edition has been put together without the benefit of a Scottish editor, although we have, of course, continued to take decisions from the Scottish courts into account in updating the various chapters.

Since the last edition was published, there have been few major developments in the law on the sale of goods, aside from the difficult ruling by the Supreme Court in *PST Energy 7 Shipping LLC v OW Bunker Malta Ltd* [2016] UKSC 23 (which arrived too late for proper consideration in the previous edition). We have updated the text in light of recent cases and academic writings where appropriate. Furthermore, we have continued our task of streamlining the running order of the chapters, and we have sought to make gentle updates to the language of the book, preserving its rigour but ensuring it remains accessible to a contemporary audience. In some instances, we have curtailed or removed altogether the detailed discussion of the pre-1994 case law which had become redundant as a result of the changes made to the Sale of Goods Act at that time.

The rise of digital technology and new business models in the digital economy will invariably have an impact on the law concerning the sale of goods, but at this point, the real impact is not yet known. In some places, we have alluded to the possible significance of digital technology, and this could well become a more significant theme in future editions.

We have endeavoured to state the law as we believe it to be in December 2019.

*Rick Canavan
Christian Twigg-Flesner*

Acknowledgements

4 The Incorporated Council of Law Reporting for England & Wales: *Bank of England v Vagliano Bros* [1891] AC 107, 144–5; 4 The Incorporated Council of Law Reporting for England & Wales: *Ashington Piggeries Ltd v Christopher Hill Ltd* [1972] AC 441, p. 501; 15 The Incorporated Council of Law Reporting for England & Wales: *Branwhite v Worcester Works Finance Ltd* [1969] 1 AC 552, per Lord Wilberforce; 20 The Incorporated Council of Law Reporting for England & Wales: *Kingsley v Sterling Industrial Securities Ltd* [1967] 2 QB 747, 780; 21 The Incorporated Council of Law Reporting for England & Wales: *Snook v London and West Riding Investments Ltd* [1967] 2 QB 786, 802; 30 The Incorporated Council of Law Reporting for England & Wales: *Foley v Classique Coaches Ltd* [1934] 2 KB 1; 33 The Incorporated Council of Law Reporting for England & Wales: *Campbell v Edwards* [1976] 1 WLR 403, 407; 42 The Incorporated Council of Law Reporting for England & Wales: *Ingram v Little* [1961] 1 QB 31, At p. 48; 49 The Incorporated Council of Law Reporting for England & Wales: *Eurodynamics Systems plc v General Automation Ltd* (unrep, 6 September 1988, QBD); 65 The Incorporated Council of Law Reporting for England & Wales: *Bunge Corpn v Tradax* [1981] 1 WLR at 715; 74 The Incorporated Council of Law Reporting for England & Wales: *Bell v Lever Bros Ltd* [1932] AC 161, at 224–5; 84 The Incorporated Council of Law Reporting for England & Wales: *Rowland v Divall* [1923] 2 KB 500; 89 The Incorporated Council of Law Reporting for England & Wales: *Mason v Burningham* [1949] 2 KB 545; 100 The Incorporated Council of Law Reporting for England & Wales: *Biddell Bros Ltd v E Clemens Horst & Co Ltd* [1911] 1 KB 934, per Kennedy LJ at 956–7; 101 The Incorporated Council of Law Reporting for England & Wales: Per McCardie J in *Hartley v Hymans* [1920] 3 KB 475, 484; 117 The Incorporated Council of Law Reporting for England & Wales: *Hazlewood Grocery Ltd v Lion Foods Ltd* [2007] EWHC 1887 (QB); 118 The Incorporated Council of Law Reporting for England & Wales: *Harlingdon & Leinster Enterprises Ltd v Christopher Hull Fine Art Ltd* [1991] 1 QB 564; 120 The Incorporated Council of Law Reporting for England & Wales: *Arcos Ltd v E A Ronaasen & Son* [1933] AC 470, 479–80; 121 The Incorporated Council of Law Reporting for England & Wales: *Ashington Piggeries* [1972] AC at pp. 503–4; 124 The Incorporated Council of Law Reporting for England & Wales: *Varley v Whipp* [1900] 1 QB 513, 516 per Channel J; 124 The Incorporated Council of Law Reporting for England & Wales: *Grant v Australian Knitting Mills Ltd* [1936] AC 85, 100; 127 The Incorporated Council of Law Reporting for England & Wales: *Pinnock Bros v Lewis and Peat Ltd* [1923] 1 KB 690; 129 The Incorporated Council of Law Reporting for England & Wales: *Lemy v Watson* [1915] 3 KB 731, 752; 140 The Incorporated Council of Law Reporting for England & Wales: *Wilson v Rickett Cockerell & Co Ltd* [1954] 1 QB 598, At p. 606, 607; 152 The Incorporated Council of Law Reporting for England & Wales: *Rogers v Parish (Scarborough) Ltd* [1987] QB 933; 167–168 The Incorporated Council of Law Reporting for England & Wales:

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king's bench; 289 *The Incorporated Council of Law Reporting for England & Wales: Mercantile Credit Co Ltd v Hamblin* [1965] 2 QB 242, 275; 296 *The Incorporated Council of Law Reporting for England & Wales: National Employers Mutual General Insurance Association Ltd v Jones* [1990] 1 AC 24, 60 per Lord Goff; 297 *The Incorporated Council of Law Reporting for England & Wales: Lloyds Bank v Bank of America* [1938] 2 KB 147, 162; 297 *The Incorporated Council of Law Reporting for England & Wales: Pearson v Rose & Young* [1951] 1 KB 275, 288; 298 *The Incorporated Council of Law Reporting for England & Wales: Oppenheimer v Attenborough & Sons* [1908] 1 KB 221, 230–1 per Buckley LJ; 304 *The Incorporated Council of Law Reporting for England & Wales: Tahir Fadallah v John Pollak* [2013] EWHC 3159 (QB), para.47; 306 *The Incorporated Council of Law Reporting for England & Wales: Feuer Leather Corp v Frank Johnstone* (1981) Com LR 251, 253 [QB]; 316 *The Incorporated Council of Law Reporting for England & Wales: Newtons of Wembley Ltd v Williams* [1965] 1 QB 560, 578; 327 *The Incorporated Council of Law Reporting for England & Wales: The Albazero* [1977] AC 774, 809; 329 *The Incorporated Council of Law Reporting for England & Wales: Bunge & Co Ltd v Tradax England Ltd* [1975] 2 Lloyd's Rep at p. 239; 334 *The Incorporated Council of Law Reporting for England & Wales: Smyth & Co Ltd v Bailey Son & Co Ltd* [1940] 3 All ER 60, 67–8; 340 *The Incorporated Council of Law Reporting for England & Wales: Smyth & Co Ltd v Bailey Son & Co Ltd* [1940] 3 All ER 60, 65 per Lord Wright – above, p. 352; 341 *The Incorporated Council of Law Reporting for England & Wales: Yangtze Insurance Association v Lukmanjee* [1918] AC 585, 589 per Lord Sumner; 346 *The Incorporated Council of Law Reporting for England & Wales: Forestal Mimosa Ltd v Oriental Credit Ltd* [1986] 1 WLR 631; 347 *The Incorporated Council of Law Reporting for England & Wales: British Imex Industries Ltd v Midland Bank* [1958] 1 QB 542, per Salmon LJ; 348 *The Incorporated Council of Law Reporting for England & Wales: United City Merchants (Investments) Ltd v Royal Bank of Canada* [1983] AC 168, 183; 349 *The Incorporated Council of Law Reporting for England & Wales: Pavia & Co SpA v Thurmann-Nielsen* [1952] 2 QB 84, 88 per Denning LJ; 353 *The Incorporated Council of Law Reporting for England & Wales: See Robinson v Graves* [1935] 1 KB 579; 370 *The Incorporated Council of Law Reporting for England & Wales: Lord's Trustee v Great Eastern Rly* [1908] 2 KB 54, 63–4; 379 *The Incorporated Council of Law Reporting for England & Wales: Kendall v Marshall, Stevens & Co Ltd* (1883) 11 QBD 356, 369 per Bowen LJ; 379 *The Incorporated Council of Law Reporting for England & Wales: Bethell & Co Ltd v Clark & Co Ltd* (1888) 20 QBD 615, 617. Cf. *Lyons v Hoffnung* (1890) 15 App Cas 396; 381 *The Incorporated Council of Law Reporting for England & Wales: Berndtson v Strang* (1868) 3 Ch App Per Lord Cairns at p. 591; 401 *The Incorporated Council of Law Reporting for England & Wales: Johnson v Agnew* [1980] AC 367, at 392; 406 *The Incorporated Council of Law Reporting for England & Wales: ABD (Metals & Waste) Ltd v Anglo-Chemical & Ore Co Ltd* [1955] 2 Lloyd's Rep 456; 409 *The Incorporated Council of Law Reporting for England & Wales: AKAS Jamal v Moolla Dawood* [1916] 1 AC 175, 179; 420 *The Incorporated Council of Law Reporting for England & Wales: Maple Flock Co Ltd v Universal Furniture Products (Wembley) Ltd* [1934] 1 KB 148, 157 per Lord Hewart CJ; 420 *The Incorporated Council of Law Reporting for England & Wales: R A Munro & Co Ltd v Meyer* [1930] 2 KB 312, 331; 421 *The Incorporated Council of Law Reporting for England & Wales: Warinco A G v Samor SPA* [1977] 2 Lloyd's Rep 582, at p. 588;

426 The Incorporated Council of Law Reporting for England & Wales: *Kwei Tek Chao v British Traders & Shippers Ltd* [1954] 2 WLR at 372, a passage omitted from the Report at [1954] 2 QB 459; 430 The Incorporated Council of Law Reporting for England & Wales: *Kwei Tek Chao v British Traders & Shippers Ltd* [1954] 2 QB 459, 487; 430 The Incorporated Council of Law Reporting for England & Wales: *British Traders & Shippers* [1954] 2 QB 459, 487–8; 436 The Incorporated Council of Law Reporting for England & Wales: *Jackson v Rotax Motor & Cycle Co Ltd* [1910] 2 KB 937; 437 The Incorporated Council of Law Reporting for England & Wales: *Kwei Tek Chao v British Traders & Shippers Ltd* [1954] 2 QB 459, 480 per Devlin J; 447 The Incorporated Council of Law Reporting for England & Wales: *James Finlay & Co v NV Kwik Hoo Tong Handel Maatschappij* [1929] 1 KB 400, 417; 448 The Incorporated Council of Law Reporting for England & Wales: *The Arpad*, 29 Jun 1934 [1934] P 189, CA; 449 The Incorporated Council of Law Reporting for England & Wales: *Kwei Tek Chao v British Traders & Shippers Ltd* [1954] 2 QB 459, 489–90 per Devlin J. In *Aryeh v Lawrence Kostoris & Son Ltd* (see n. 37) at p. 72; 461 The Incorporated Council of Law Reporting for England & Wales: *Kasler & Cohen v Slavouski* [1928] 1 KB 78, 85; 514 The Incorporated Council of Law Reporting for England & Wales: *Junior Books* [1983] 1 AC 520, 533.

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