

LLM Law of Domestic Sale of Goods

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Teaching and assessment (2014): Semester 2, Essay - 6,000 words

Module description:

Sale of Goods begins with an introduction about the nature of the sale of goods contract and how it is to be distinguished from other types of contract. It then goes on to deal in detail with the property aspects of the contract including the passing of property in the goods from the seller to the buyer, the passing of risk and frustration, retention of title clauses and sales by a non-owner. It then considers the contractual aspects of the transaction, including the duty of the seller to deliver goods of the right quality and the duty of the buyer to take delivery and pay for the goods. This is followed by a consideration of the remedies of the buyer and seller for breach of the sale of goods contract. We conclude with a review of European developments in sale of goods law and the significance of electronic commerce.

Seminar topics:

- Definition of a contract for the sale of goods and an agreement to sell
- Sale distinguished from other transactions
- The meaning of goods in the Sale of Goods Act 1979 (as amended)
- The meaning of "common law" in the 1979 Act
- Perishing of the goods before the making of the contract and before risk has passed to the buyer
- The passing of property and risk, frustration
- Force majeure, prevented and hindered clauses
- Retention of title clauses
- The duty of the seller to deliver the goods and of the buyer to pay for them
- Sale by a non-owner
- Express and implied terms in the contract for sale of goods
- Remedies of the seller and buyer