This chapter discusses the transfer of property between seller and buyer, and considers the passing of risk. The general rule about risk is that unless the parties have otherwise agreed, risk passes with property, although the position is different when the buyer deals as consumer. With regard to payment, unless otherwise agreed, the seller may only sue the buyer for the price once property in the goods has passed, and, if either the seller or the buyer becomes insolvent, then the rights of the other non-insolvent party may depend on whether or not property in the goods has passed to the buyer. Furthermore, although subject to a number of exceptions, unless the buyer has acquired ownership in the goods, he cannot transfer that ownership to another party.

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11. The transfer of property and risk

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