Chapter: 13. Perishing of goods

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This chapter considers the effect on the parties’ contract of sale in the event that the goods perish. Before doing so, it considers briefly the position of non-existent goods. It might be considered sensible to think that where the seller sells specific goods, a condition would be implied that the goods existed at the time of the making of the contract and that the seller would be liable to the buyer if he sold goods that did not exist. The seller, after all, does warrant that he or she has the right to sell the goods and, where he or she sells the goods in the course of a business, also warrants that they are of satisfactory quality and fit for purpose. However, such a seller is generally not liable.
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