

**A CODE OF CONTRACT LAW
RELATING TO SALES OF GOODS OF
THE VALUE OF £10 AND UPWARDS.
A HANDBOOK FOR THE USE OF
PROFESSIONAL BUSINESS MAN**

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A Code of Contract Law Relating to Sales of Goods of the Value of £10 and Upwards. A Handbook for the Use of Professional Business Man by Henry J. Parrington

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HENRY J. PARRINGTON

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HENRY J. PARRINGTON,

OF MIDDLESBROUGH, SOLICITOR.

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PREFACE.

A GLANCE at this little volume will inform the reader that it is not intended to be more than a sketch of the law relating to the subject with which it deals, its object being to shape the statutory law, and the results of the more modern decisions, into a few rules, embodying the principles of most practical application, followed by explanatory notes and references to cases; the whole designed, first, for the guidance of business men in making and performing contracts for the sale of goods; and secondly, as a sort of handy digest of recent decisions on the subject, for the use of professional men and students.

As regards the first-named object: experience shows that mercantile contracts, involving large values, are frequently made in a way which lays them open to attack on legal points, and consequently much litigation has ensued on questions connected with their validity. When a man purchases real property he generally uses considerable deliberation, and the transaction is carried out under professional advice, and by carefully prepared legal documents; the exigence of commerce, as a rule, prohibits such a course of proceeding in making a contract for the sale and purchase of goods; promptitude is indispensable, and the

delay of obtaining professional advice inadmissible. The same remarks apply to performance; emergencies often arise which demand immediate action. It would, therefore, appear to be of advantage to the merchant, manufacturer, or dealer in goods, that he should possess sufficient legal knowledge to enable him to secure the validity of the contracts he makes, and thus protect himself from disputes, and equally advantageous for him to attain some elementary knowledge of their effect, both as regards the ownership of the goods dealt with, and the rights and duties assumed by the respective parties; such a knowledge, in fact, as may, without confusing him with complicated details and abstruse questions, at least serve on emergency, and, without professing to set him up as his own lawyer, help him to keep clear of those disputes which often result in expensive lawsuits.

As to the second object mentioned: the author has endeavoured to make the book a guide to the cases, relating directly to sales of goods, reported in the *Law Reports* since their commencement in 1866, with explanations and extracts, showing the effect of the most important of them, and, to make it more complete in this respect, has added, in the Appendix, a digested list of all such cases with references to the *Law Journal* reports, arranged to correspond with the arrangement of the main body of the work.

H. J. P.

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