

**A TREATISE ON THE LAW OF
WARRANTIES AND
REPRESENTATIONS UPON THE
SALE OF PERSONAL CHATTELS**

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A Treatise on the Law of Warranties and Representations Upon the Sale of Personal Chattels
by Thomas William Saunders

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THOMAS WILLIAM SAUNDERS

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A
TREATISE
ON THE
LAW OF WARRANTIES
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UPON THE
SALE OF PERSONAL CHATTELS.

BY
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LONDON:
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1874.

P R E F A C E.

THE subject of warranties and representations on the sale of personal chattels, is so intimately connected with numerous mercantile transactions, and is one which so frequently gives rise to litigation, that, notwithstanding it is incidentally considered in many of our text books in connection with the law of contracts, it has been thought that a concise treatise upon this branch alone of the law, would be a useful addition to our legal literature.

Acting upon this idea, the author has compiled the following pages ; and in doing so, he has been anxious to quote, as far as convenient, the exact language used by the learned judges in their judgments: conceiving, that upon a section of the law such as this, which owes its vitality so much to judicial decisions, no more satisfactory course could be adopted than that of citing the actual words as employed in such decisions.

It is to be hoped that this explanation will fully account for, and justify the frequent introduction of somewhat lengthy extracts from the judgments of the courts, and that the extracts themselves will in many cases, from their very copiousness, be found, in practice, adequate substitutes for the entire reports themselves.

1, Cloisters, Temple, March, 1874.

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