



Lawyers Reports Annotated Volume 7

By Books Group

Rarebooksclub.com, United States, 2012. Paperback. Book Condition: New. 246 x 189 mm. Language: English . Brand New Book ***** Print on Demand *****.This historic book may have numerous typos and missing text. Purchasers can download a free scanned copy of the original book (without typos) from the publisher. Not indexed. Not illustrated. 1890 Excerpt: .The rule in such cases is careat emptor, by which is meant that when the buyer has required no warranty, he takes the risk of quality upon himself. This rule and its exceptions are fully discussed in an excellent annotation of Mr. Bennett to Benjamin on Sales, ed. 1888, 504, 023. The first and general rule relating to warranty in contracts of sale is that the buyer purchases at his own risk--careat emptor--unless the seller either gives an express warranty, or unless a warranty is implied by law, or unless the seller is guilty of a fraudulent representation or concealment (Story, Sales. 401): but the rule caveat emptor never applies to cases of fraud. Irving v. Thomas 18 Me. 418; Otts v. Alderson, 10 Smedes M. 4TB. Mr. George F. Shelton, for respondents: If the sale of wheat was by sample, then the only warranty that...



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