**Tanzania Transport Co v Davda Ltd**

**Division:** High Court of Tanzania at Dar Es Salaam

**Date of judgment:** 24 January 1974

**Case Number:** 17/1972 (101/74)

**Before:** Biron J

**Sourced by:** LawAfrica

*[1] Sale of Goods – Suit against carrier – Not barred by suit against purchaser when delivery not known. [2] Sale of goods – Goods delivered to carrier for transmission to the buyer – No deemed delivery to buyer on terms of contract – Sale of Goods Ordinance* (*Cap.* 214), *s.* 34 (1) (*T*)*.*

**Editor’s Summary** The respondent sold goods to a third party and agreed with the appellant for their transport to Tanga for delivery and these were consigned to a bank for delivery against a sight draft through the bank. The appellant in fact delivered the goods to the third party who signed no draft and made no payment. Not knowing that the goods had been delivered the respondent sued the third party and the appellant and obtained judgment first *ex parte* against the third party and then after a hearing against the appellant. On appeal

**Held –**

(i) As the respondent was not aware that the goods had been delivered it was not precluded from suing the carrier after suing the purchaser (*Verschures Creameries v. Hull and Netherlands Steamship*

(1) distinguished);

(ii) The presumption of delivery to the buyer by delivery to the carrier was excluded by the terms of the contract;

(iii) The appellant was negligent in delivering the goods to the buyer.

Appeal dismissed.

**Case referred to Judgment:**

(1) *Verschures Creameries Ltd. v. Hull and Netherlands Steamship Co. Ltd*., [1921] 2 K.B. 608.