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Lam Yun Yee, Jasmine

寄件者: Chan Chun Keung

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收件者: Lam Yun Yee, Jasmine; Choi Pui Nang, Brian; Lok Cho Lei, Jolie

主旨: Materials on site

1. In a certain project, the Main Contractor ordered 1000 pieces of ceramic tiles from a supplier.
2. The supplier delivered the tiles to site.
3. The value of the tiles was included in an interim certificate and the Employer has then honoured the certificate.
4. The Main Contractor went bankrupt.
5. The supplier went to the site to take back his tiles. The Employer said that the tiles belonged to him as he has already paid for them and did not allow the supplier to remove the tiles.
6. Who is the owner of the tiles, the Employer, the Main Contractor (or his trustee) or the supplier?

Reference : Clause ¹⁶14 and ^{32.3}30(2) of the Conditions of Contract.

Refer to Dawber Williamson Roofing Ltd V Humberside County Council (1979)

Ans: If the Contractor is the owner of the material, he can pass the ownership to the Employer.

Ownership has been vested in the Contractor if

1. The Contractor has paid the supplier, or
2. In the supply contract, there is a term stating that ownership of the material will pass to the Contractor upon delivery of the material to site and already paid to the supplier.

If the Contractor has not previously owned the material, he has no right to pass the ownership to the Employer even though the Employer has paid for it.

The term in the building contract between the Employer and the Contractor cannot affect the ownership of the supplier.

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