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# SALE OF GOODS ACT

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Meeerut.

"Nemo dat quod non habet (No seller can give to the buyer a better title than he himself has in the property discuss.

Ans As a general rule no man can sell goods and give a good title to them unless he is the owner or someone having his authority or consent, e.g. agent. For example, A person who has in his possession stolen goods or where a person obtains by fraud, he cannot pass a good title to the buyer. The law relating to the transfer of title is based on famous ancient maxim — Nemo dat quod non habet. In *Hollins v/s Fowler* 1875. In this case, a fraudulent broker B procured a delivery note for cotton by falsely representing that he was purchasing it for one S of Bolton. B then sold the cotton to another broker Hollins who purchased it on behalf of one M. After discovering that instead of S the cotton had gone to M the owner of the cotton sued Hollins for conversion of his property. Hollins was held liable to Fowler for conversion. Sec-27 of sale of goods Act incorporates the above maxim in the following words.

"Subject to the provisions of this Act, and of any other law for the time being in force,

Where goods are sold by a person who is not the owner thereof and who does not sell them under authority or with the consent of the owner, the buyer acquires no better title to the goods than the seller had.

Case → Lee vs Bayce 1856. The auctioneer sold a horse in public auction. Though unknown to the auctioneer the horse was a stolen one. It was held that the buyer obtained no better title and the real owner could recover the horse from the buyer.

It is to be noted that where the owner of the property has precluded himself from denying the seller's authority to sell, this maxim will have no application.

Thus a person who is not the owner of the goods cannot make a third person owner of the goods. He can make the third person owner of goods only if he sells them under the authority of the owner or with the consent of the owner.

This general rule is subject to certain exceptions. These exceptions have been accepted in the interest of trade and commerce. Opposed to the maxim of *nemo dat quod non habet* it is also well settled principle that whoever buys in good faith and for value and without notice should get good title.