

under ____ against the seller for non-delivery
Section 51(1) Sale of Goods Act

[CLL331] The choice of a loading port in a free on board contract, strictly speaking, is
that of
the buyer

[CLL331] On the authority of *Stach Ltd v Baker Bosly Ltd* (1958) 2 QB 130 a letter of
credit must be opened at a reasonable time before ____
shipment

[CLL331] In an FOB contract the risk in the goods passes once the goods cross ____
and the seller bears the cost before then
ship rail

[CLL331] In the context of a documentary letter of credit, the ____ is bound by the sale
contract.
bank

[CLL331] ____ is a good authority for the proposition that a confirmed letter of credit
cannot be cancelled by the bank on the buyer's instruction
Urquhart Lindsay & Co v Eastern Bank (1922)

[CLL331] Under a letter of credit, an action for the ____ obligation can be successfully
maintained against the bank
payment

[CLL331] All except one of the following are the proprietary rights of the seller against
the buyer under an FOB contract
charge

[CLL331] Despite the doctrine of strict compliance under letter of credit transaction, the
court can refuse in any save one of the following cases
fraudulent presentation

[CLL331] In a free on board contract ____ bears the cost of carriage
buyer

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