

# The Hansa Nord [1976] QB 44

The case is about the ability to terminate a contract if one of the conditions is breached.

## Evidence

A German company fulfilled a contract to sell a Dutch company 12,000 tons of citrus cellulose for the purpose of feeding cattle. According to the contract, the buyer wanted the goods to be shipped in a good state of condition. However, after the product arrived, the Dutch party claimed that not all of it was in a good state and refused to buy the food as stipulated in the contract.

## Problematics

It was important to define whether the buyer could break the contract if not all of the goods were shipped in a good state but were still usable for the intended purpose (to feed the cattle).

## Resolution

The court held that the buyer cannot break the contract because only a few of the goods had been shipped in a poor state, especially since their condition still allowed the buyer to use them for the intended purpose. Therefore, the Dutch company cannot refuse to buy the goods but can make a claim for damages inflicted by the part of goods that had been shipped in an inappropriate state.

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