

The Post Chaser [1982] 1 All ER 19

The case is about breaking a contract and the shipping law.

Evidence

One party agreed to sell palm oil to a second party that, in turn, aimed to resell it to a third party. The first party was obliged to send the declaration on this transaction to the second party as soon as the ship departed. However, the first party delayed sending the declaration for a month, to which the second party did not object. The first party also gave a copy of the documents to the third party at the request of the second party in this agreement. The third party rejected purchasing the oil, and the second party did so as well. In the end, the first party sold palm oil elsewhere and obtained less money as a result. The first party of the agreement brought an action against the second party, having named the difference in the final revenue as a damage inflicted by the refusal of the second party to buy oil according to the contract.

Problematics

It was important to define whether the second party was within its rights to reject the shipping, especially after the declaration came one month later than agreed upon.

Resolution

The court held that the first party could not seek damages after having terminated the declaration with their buyers.

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