

Sale of goods Act 1930.

Buyer sec 2(1)

Seller sec 2(13)

Goods sec 2(7)

Existing goods sec 6

Ascertained goods

Unascertained goods

Future goods sec 2(6)

Contingent goods sec 6(2)

Delivery sec 2(2)

Goods in deliverable state sec 2(3)

Mercantile agent sec 2(9)

Property sec 2(11)

Insolvent sec 2(8)

Price sec 2(10)

Quality of goods sec 2(12)

Contract of sale sec 4(1)

Contract of sale may be absolute or conditional
sec 4(2), sec 4(3) ~~sec 4(4)~~

Agreement to ~~sell~~ sell sec 4(3)

Agreement to sell become sale when sec 4(4)

How contract of sale made (sec 5)

subject matter of contract of sale

→ Existing or future goods (sec 6)

→ Goods perishing before making of
contract (sec 7)

Goods perishing before sale but after agreement to sell (sec 8)

Ascertainment of price (sec 9)
Agreement to sell at valuation (sec 10)

Stipulation as to time (sec 11)

Condition sec 12(1) → definition sec 12(2)

Warranty sec 12(3)

A stipulation may be a condition though called a warranty sec 12(4)

When condition is to be treated as warranty sec (13)

Express and implied condition and warranties sec (14-17)

Implied conditions

- Condition as to title sec 14(a)
- Sale by description sec (15)
- Sale by sample sec (17)
- Sale by sample as well as description sec (15)
- Condition as to quality or fitness [sec 16(1)]
- Condition as to merchantability [sec 16(2)]

Implied warranties [sec 62]

- Warranty as to undisturbed possession [sec 14(b)]
- Warranty as to non-existence of encumbrances [sec 14(c)]
- Warranty as to quality or fitness by usage of trade sec 16(3)
- Disclosure of dangerous nature of goods

Caveat emptor (Let the buyer beware)
[sec 16]

Exception of doctrine of caveat emptor:

- Fitness as to quality or use [sec 16(1)]
- Goods purchased under patent or brand name [sec 16(1)]
- Goods sold by description [sec 15]
- Goods to merchantable quality [sec 16(2)]
- Sale by sample [sec 17]
- Trade usage [sec 16(3)]
- Guilty of fraud

Passing of property:

- a) Identification of goods [sec 18]
 - b) Intention of parties [sec 19(1)]
- Purpose of ascertaining intention [sec 19(2)]

Stages of goods while passing property

- 1) Specific goods in a deliverable state [sec 20]
- 2) Specific goods to be put into deliverable state [sec 21]
- 3) Specific goods in a deliverable state when the seller has to do anything thereto in order to ascertain price [sec 22]

Unascertained goods

- 1) Sale of unascertained goods by description and appropriation [sec 23(1)]
 - 2) Delivery of goods to the carrier [sec 23(2)]
- Goods sent on approval or "on sale or return" [sec 24]
- Reservation of right of disposal [sec 25]
- Risk bearing passes with property [sec 26]
- Sale by person not the owner [sec 27]
- ⇒ sale by mercantile agent
 - ⇒ sale by one of the joint owners [sec 28]
 - ⇒ sale by a person in possession under voidable contract [sec 29]
 - ⇒ sale by one who has already sold the goods but continues in possession [sec 30(1)]
 - ⇒ sale by buyer by obtaining possession by ownership transfer to him [sec 30(2)]
 - ⇒ Effect of estoppel
 - ⇒ sale by an unpaid seller [sec 34(3)]

Performance of contract of sale

Duties of seller and buyer for delivery
(see 31)

[Payment] and delivery are concurrent
condition [see 32]

Rules regarding delivery of goods (see 33-41)

- Delivery see (33)
- Effect of part delivery see (34)
- Buyer to apply for delivery [see 35]
- Place of delivery [see 36(1)]
- Time of delivery [see 36(2)]
- Goods in possession of a third party [see 36(3)]
- Time for tender of delivery [see 36(4)]
- Expenses for delivery [see 36(5)]

Delivery of wrong quantity [see 37]

37(1) - less quantity

37(2) - larger quantity

37(3) - mixed goods

Instalment deliveries [see 38]

Delivery to carrier [see 39(1)]

Deterioration during transit (see 40)

Buyer right to examine goods (see 41)

Rules related to acceptance of delivery of goods (sec 42)

Buyers not bound to return rejected goods (sec 43)

Liability of buyer for refusing or neglecting delivery of goods (sec 44)

Unpaid seller (sec 45)

Rights of unpaid seller (sec 46)

- Against goods
- Against buyer

Rights of unpaid seller against goods

→ seller's lien (sec 47)

→ part delivery made (sec 48) (right of lien on remaining goods)

→ Termination of lien (sec 49)

→ stoppage in transit (sec 50-52)

Meaning (sec 50)

Duration of transit (sec 51)

Effect of stoppage in transit (sec 52)

→ Effect of sub sale or pledge by buyer (sec 53)

sub sale with assent of buyer

sub sale without assent of buyer

Right of resale (sec 54)

Rights of unpaid seller against buyer (sec 55-61)

1. Suit for price (sec 55)
2. Suit for damages for non acceptance (sec 56)
3. Repudiation of contract before due date (sec 60)
4. Suit for interest (sec 61)

Remedies for BUYER against seller

- Breach of contract by seller
 - Fail to deliver on time
 - Repudiate
 - Deliver non conforming goods
- Damages for non-delivery (sec 57)
- Suit for specific performance (sec 58)
- Suit for breach of warranty (sec 59)
- Repudiation of contract before due date (sec 60)
- Suit for interest

Auction sale [sec 64]