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THE STATUTES OF THE REPUBLIC OF SINGAPORE

**SALE OF GOODS ACT
(CHAPTER 393)**

U.K. 1979, c. 54

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Sale of Goods Act

U.K. 1979,
c. 54.

ARRANGEMENT OF SECTIONS

PART I

CONTRACTS TO WHICH ACT APPLIES

Section

1. Contracts to which Act applies.

PART II

FORMATION OF THE CONTRACT

Contract of sale

2. Contract of sale.
3. Capacity to buy and sell.

Formalities of contract

4. How contract of sale is made.

Subject matter of contract

5. Existing or future goods.
6. Goods which have perished.
7. Goods perishing before sale but after agreement to sell.

The price

8. Ascertainment of price.
9. Agreement to sell at valuation.

Conditions and warranties

10. Stipulations about time.
11. When condition to be treated as warranty.
12. Implied terms about title, etc.
13. Sale by description.
14. Implied terms about quality or fitness.

Sale by sample

Section

15. Sale by sample.

PART III

EFFECTS OF THE CONTRACT

Transfer of property as between seller and buyer

16. Goods must be ascertained.
17. Property passes when intended to pass.
18. Rules for ascertaining intention.
19. Reservation of right of disposal.
20. Risk prima facie passes with property.

Transfer of title

21. Sale by person not the owner.
22. *(Not applicable)*.
23. Sale under voidable title.
24. Seller in possession after sale.
25. Buyer in possession after sale.
26. Supplementary to sections 24 and 25.

PART IV

PERFORMANCE OF THE CONTRACT

27. Duties of seller and buyer.
28. Payment and delivery are concurrent conditions.
29. Rules about delivery.
30. Delivery of wrong quantity.
31. Instalment deliveries.
32. Delivery to carrier.
33. Risk where goods are delivered at distant place.
34. Buyer's right of examining the goods.
35. Acceptance.
36. Buyer not bound to return rejected goods.
37. Buyer's liability for not taking delivery of goods.

PART V

RIGHTS OF UNPAID SELLER AGAINST THE GOODS

Preliminary

Section

- 38. Unpaid seller defined.
- 39. Unpaid seller's rights.
- 40. *(Not applicable)*.

Unpaid seller's lien

- 41. Seller's lien.
- 42. Part delivery.
- 43. Termination of lien.

Stoppage in transit

- 44. Right of stoppage in transit.
- 45. Duration of transit.
- 46. How stoppage in transit is effected.

Re-sale, etc., by buyer

- 47. Effect of sub-sale, etc., by buyer.

Rescission: and re-sale by seller

- 48. Rescission: and re-sale by seller.

PART VI

ACTIONS FOR BREACH OF THE CONTRACT

Seller's remedies

- 49. Action for price.
- 50. Damages for non-acceptance.

Buyer's remedies

- 51. Damages for non-delivery.
- 52. Specific performance.
- 53. Remedy for breach of warranty.

Interest, etc.

- 54. Interest, etc.

PART VII
SUPPLEMENTARY

Section

- 55. Exclusion of implied terms.
 - 56. Conflict of laws.
 - 57. Auction sales.
 - 58. (*Not applicable*).
 - 59. Reasonable time a question of fact.
 - 60. Rights, etc., enforceable by action.
 - 61. Interpretation.
 - 62. Savings: rules of law, etc.
 - 63. Short title.
- The Schedule — Modification of Act for Certain Contracts.

An Act to consolidate the law relating to the sale of goods.

[12th November 1993]*

PART I

CONTRACTS TO WHICH ACT APPLIES

Contracts to
which Act
applies.

1.—(1) This Act applies to contracts of sale of goods made on or after (but not to those made before) 1st January 1894.

(2) In relation to contracts made on certain dates, this Act applies subject to the modification of certain of its sections as mentioned in the Schedule.

(3) Any such modification is indicated in the section concerned by a reference to the Schedule.

(4) Accordingly, where a section does not contain such a reference, this Act applies in relation to the contract concerned without such modification of the section.

*Date when this Act was made applicable by the Application of English Law Act (Cap. 7A).

PART II

FORMATION OF THE CONTRACT

Contract of sale

2.—(1) A contract of sale of goods is a contract by which the seller transfers or agrees to transfer the property in goods to the buyer for a money consideration, called the price. Contract of sale.

(2) There may be a contract of sale between one part owner and another.

(3) A contract of sale may be absolute or conditional.

(4) Where under a contract of sale the property in the goods is transferred from the seller to the buyer, the contract is called a sale.

(5) Where under a contract of sale the transfer of the property in the goods is to take place at a future time or subject to some condition later to be fulfilled, the contract is called an agreement to sell.

(6) An agreement to sell becomes a sale when the time elapses or the conditions are fulfilled subject to which the property in the goods is to be transferred.

3.—(1) Capacity to buy and sell is regulated by the general law concerning capacity to contract and to transfer and acquire property. Capacity to buy and sell.

(2) Where necessaries are sold and delivered to a minor or to a person who by reason of mental incapacity or drunkenness is incompetent to contract, he must pay a reasonable price for them.

(3) In subsection (2), “necessaries” means goods suitable to the condition in life of the minor or other person concerned and to his actual requirements at the time of the sale and delivery.

Formalities of contract

4.—(1) Subject to this and any other Act, a contract of sale may be either made in writing (either with or without seal), or by word of mouth, or partly in writing and partly by How contract of sale is made.

word of mouth, or may be implied from the conduct of the parties.

(2) Nothing in this section affects the law relating to corporations.

Subject matter of contract

Existing or
future goods.

5.—(1) The goods which form the subject of a contract of sale may be existing goods, owned or possessed by the seller, or goods to be manufactured or acquired by him after the making of the contract of sale, in this Act called future goods.

(2) There may be a contract for the sale of goods the acquisition of which by the seller depends on a contingency which may or may not happen.

(3) Where by a contract of sale the seller purports to effect a present sale of future goods, the contract operates as an agreement to sell the goods.

Goods which
have
perished.

6. Where there is a contract for the sale of specific goods, and the goods without the knowledge of the seller have perished at the time when the contract is made, the contract is void.

Goods
perishing
before sale
but after
agreement
to sell.

7. Where there is an agreement to sell specific goods and subsequently the goods, without any fault on the part of the seller or buyer, perish before the risk passes to the buyer, the agreement is avoided.

The price

Ascertain-
ment of
price.

8.—(1) The price in a contract of sale may be fixed by the contract, or may be left to be fixed in a manner agreed by the contract, or may be determined by the course of dealing between the parties.

(2) Where the price is not determined as mentioned in subsection (1), the buyer must pay a reasonable price.

(3) What is a reasonable price is a question of fact dependent on the circumstances of each particular case.

Agreement
to sell at
valuation.

9.—(1) Where there is an agreement to sell goods on the terms that the price is to be fixed by the valuation of a third

party, and he cannot or does not make the valuation, the agreement is avoided; but if the goods or any part of them have been delivered to and appropriated by the buyer, he must pay a reasonable price for them.

(2) Where the third party is prevented from making the valuation by the fault of the seller or buyer, the party not at fault may maintain an action for damages against the party at fault.

Conditions and warranties

10.—(1) Unless a different intention appears from the terms of the contract, stipulations as to time of payment are not of the essence of a contract of sale. Stipulations about time.

(2) Whether any other stipulation as to time is or is not of the essence of the contract depends on the terms of the contract.

(3) In a contract of sale, “month” prima facie means calendar month.

11.—(1) Where a contract of sale is subject to a condition to be fulfilled by the seller, the buyer may waive the condition, or may elect to treat the breach of the condition as a breach of warranty and not as a ground for treating the contract as repudiated. When condition to be treated as warranty.

(2) Whether a stipulation in a contract of sale is a condition, the breach of which may give rise to a right to treat the contract as repudiated, or a warranty, the breach of which may give rise to a claim for damages but not to a right to reject the goods and treat the contract as repudiated, depends in each case on the construction of the contract; and a stipulation may be a condition, though called a warranty in the contract.

(3) Where a contract of sale is not severable and the buyer has accepted the goods or part of them, the breach of a condition to be fulfilled by the seller can only be treated as a breach of warranty, and not as a ground for rejecting the goods and treating the contract as repudiated, unless there is an express or implied term of the contract to that effect.

(4) Nothing in this section affects a condition or warranty whose fulfilment is excused by law by reason of impossibility or otherwise.

(5) Paragraph 2 of the Schedule applies in relation to a contract made before 22nd April 1967.

Implied
terms about
title, etc.

12.—(1) In a contract of sale, other than one to which subsection (3) applies, there is an implied condition on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.

(2) In a contract of sale, other than one to which subsection (3) applies, there is also an implied warranty that —

- (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made; and
- (b) the buyer will enjoy quiet possession of the goods except so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

(3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.

(4) In a contract to which subsection (3) applies, there is an implied warranty that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.

(5) In a contract to which subsection (3) applies, there is also an implied warranty that none of the following will disturb the buyer's quiet possession of the goods, namely —

- (a) the seller;
- (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
- (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.

(6) Paragraph 3 of the Schedule applies in relation to a contract made before 18th May 1973.

13.—(1) Where there is a contract for the sale of goods by description, there is an implied condition that the goods will correspond with the description. Sale by description.

(2) If the sale is by sample as well as by description, it is not sufficient that the bulk of the goods corresponds with the sample if the goods do not also correspond with the description.

(3) A sale of goods is not prevented from being a sale by description by reason only that, being exposed for sale or hire, they are selected by the buyer.

(4) Paragraph 4 of the Schedule applies in relation to a contract made before 18th May 1973.

14.—(1) Except as provided by this section and section 15 and subject to any other enactment, there is no implied condition or warranty about the quality or fitness for any particular purpose of goods supplied under a contract of sale. Implied terms about quality or fitness.

(2) Where the seller sells goods in the course of a business, there is an implied condition that the goods supplied under the contract are of merchantable quality, except that there is no such condition —

- (a) as regards defects specifically drawn to the buyer's attention before the contract is made; or
- (b) if the buyer examines the goods before the contract is made, as regards defects which that examination ought to reveal.

(3) Where the seller sells goods in the course of a business and the buyer, expressly or by implication, makes known —

- (a) to the seller; or
- (b) where the purchase price or part of it is payable by instalments and the goods were previously sold by a credit-broker to the seller, to that credit-broker,

any particular purpose for which the goods are being bought, there is an implied condition that the goods supplied

under the contract are reasonably fit for that purpose, whether or not that is a purpose for which such goods are commonly supplied, except where the circumstances show that the buyer does not rely, or that it is unreasonable for him to rely, on the skill or judgment of the seller or credit-broker.

(4) An implied condition or warranty about quality or fitness for a particular purpose may be annexed to a contract of sale by usage.

(5) The preceding provisions of this section apply to a sale by a person who in the course of a business is acting as agent for another as they apply to a sale by a principal in the course of a business, except where that other is not selling in the course of a business and either the buyer knows that fact or reasonable steps are taken to bring it to the notice of the buyer before the contract is made.

(6) Goods of any kind are of merchantable quality within the meaning of subsection (2) if they are as fit for the purpose or purposes for which goods of that kind are commonly bought as it is reasonable to expect having regard to any description applied to them, the price (if relevant) and all the other relevant circumstances.

(7) Paragraph 5 of the Schedule applies in relation to a contract made on or after 18th May 1973 and before 19th May 1985, and paragraph 6 in relation to one made before 18th May 1973.

Sale by sample

Sale by
sample.

15.—(1) A contract of sale is a contract for sale by sample where there is an express or implied term to that effect in the contract.

(2) In the case of a contract for sale by sample, there is an implied condition —

- (a) that the bulk will correspond with the sample in quality;
- (b) that the buyer will have a reasonable opportunity of comparing the bulk with the sample;
- (c) that the goods will be free from any defect, rendering them unmerchantable, which would

not be apparent on reasonable examination of the sample.

(3) In subsection (2) (c), “unmerchantable” is to be construed in accordance with section 14 (6).

(4) Paragraph 7 of the Schedule applies in relation to a contract made before 18th May 1973.

PART III

EFFECTS OF THE CONTRACT

Transfer of property as between seller and buyer

16. Where there is a contract for the sale of unascertained goods, no property in the goods is transferred to the buyer unless and until the goods are ascertained.

Goods must be ascertained.

17.—(1) Where there is a contract for the sale of specific or ascertained goods, the property in them is transferred to the buyer at such time as the parties to the contract intend it to be transferred.

Property passes when intended to pass.

(2) For the purpose of ascertaining the intention of the parties, regard shall be had to the terms of the contract, the conduct of the parties and the circumstances of the case.

18. Unless a different intention appears, the following are rules for ascertaining the intention of the parties as to the time at which the property in the goods is to pass to the buyer:

Rules for ascertaining intention.

Rule 1.—Where there is an unconditional contract for the sale of specific goods in a deliverable state, the property in the goods passes to the buyer when the contract is made, and it is immaterial whether the time of payment or the time of delivery, or both, be postponed.

Rule 2.—Where there is a contract for the sale of specific goods and the seller is bound to do something to the goods for the purpose of putting them into a deliverable state, the property does not pass until the thing is done and the buyer has notice that it has been done.

Rule 3.—Where there is a contract for the sale of specific goods in a deliverable state but the seller is bound to weigh, measure, test, or do some other act or thing with reference to the goods for the purpose of ascertaining the price, the property does not pass until the act or thing is done and the buyer has notice that it has been done.

Rule 4.—When goods are delivered to the buyer on approval or on sale or return or other similar terms, the property in the goods passes to the buyer —

- (a) when he signifies his approval or acceptance to the seller or does any other act adopting the transaction;
- (b) if he does not signify his approval or acceptance to the seller but retains the goods without giving notice of rejection, then, if a time has been fixed for the return of the goods, on the expiration of that time, and, if no time has been fixed, on the expiration of a reasonable time.

Rule 5.—(1) Where there is a contract for the sale of unascertained or future goods by description, and goods of that description and in a deliverable state are unconditionally appropriated to the contract, either by the seller with the assent of the buyer or by the buyer with the assent of the seller, the property in the goods then passes to the buyer; and the assent may be express or implied, and may be given either before or after the appropriation is made.

(2) Where, in pursuance of the contract, the seller delivers the goods to the buyer or to a carrier or other bailee or custodian (whether named by the buyer or not) for the purpose of transmission to the buyer, and does not reserve the right of disposal, he is to be taken to have unconditionally appropriated the goods to the contract.

Reservation
of right of
disposal.

19.—(1) Where there is a contract for the sale of specific goods or where goods are subsequently appropriated to the contract, the seller may, by the terms of the contract or appropriation, reserve the right of disposal of the goods until certain conditions are fulfilled; and in such a case,

notwithstanding the delivery of the goods to the buyer, or to a carrier or other bailee or custodier for the purpose of transmission to the buyer, the property in the goods does not pass to the buyer until the conditions imposed by the seller are fulfilled.

(2) Where goods are shipped, and by the bill of lading the goods are deliverable to the order of the seller or his agent, the seller is prima facie to be taken to reserve the right of disposal.

(3) Where the seller of goods draws on the buyer for the price, and transmits the bill of exchange and bill of lading to the buyer together to secure acceptance or payment of the bill of exchange, the buyer is bound to return the bill of lading if he does not honour the bill of exchange, and if he wrongfully retains the bill of lading, the property in the goods does not pass to him.

20.—(1) Unless otherwise agreed, the goods remain at the seller’s risk until the property in them is transferred to the buyer, but when the property in them is transferred to the buyer the goods are at the buyer’s risk whether delivery has been made or not.

Risk prima facie passes with property.

(2) But where delivery has been delayed through the fault of either buyer or seller, the goods are at the risk of the party at fault as regards any loss which might not have occurred but for such fault.

(3) Nothing in this section affects the duties or liabilities of either seller or buyer as a bailee or custodier of the goods of the other party.

Transfer of title

21.—(1) Subject to this Act, where goods are sold by a person who is not their owner, and who does not sell them under the authority or with the consent of the owner, the buyer acquires no better title to the goods than the seller had, unless the owner of the goods is by his conduct precluded from denying the seller’s authority to sell.

Sale by person not the owner.

(2) Nothing in this Act affects —

(a) the provisions of the Factors Act or any enactment enabling the apparent owner of goods to dispose of them as if he were their true owner;

Cap. 386.

- (b) the validity of any contract of sale under any special common law or statutory power of sale or under the order of a court of competent jurisdiction.

22. (Not Applicable).

Sale under voidable title.

23. When the seller of goods has a voidable title to them, but his title has not been avoided at the time of the sale, the buyer acquires a good title to the goods, provided he buys them in good faith and without notice of the seller's defect of title.

Seller in possession after sale.

24. Where a person having sold goods continues or is in possession of the goods, or of the documents of title to the goods, the delivery or transfer by that person, or by a mercantile agent acting for him, of the goods or documents of title under any sale, pledge, or other disposition thereof, to any person receiving the same in good faith and without notice of the previous sale, has the same effect as if the person making the delivery or transfer were expressly authorised by the owner of the goods to make the same.

Buyer in possession after sale.

25. Where a person having bought or agreed to buy goods obtains, with the consent of the seller, possession of the goods or the documents of title to the goods, the delivery or transfer by that person, or by a mercantile agent acting for him, of the goods or documents of title, under any sale, pledge, or other disposition thereof, to any person receiving the same in good faith and without notice of any lien or other right of the original seller in respect of the goods, has the same effect as if the person making the delivery or transfer were a mercantile agent in possession of the goods or documents of title with the consent of the owner.

Supplementary to sections 24 and 25.

26. In sections 24 and 25, "mercantile agent" means a mercantile agent having in the customary course of his business as such agent authority either —

- (a) to sell goods;
- (b) to consign goods for the purpose of sale;
- (c) to buy goods; or
- (d) to raise money on the security of goods.

PART IV

PERFORMANCE OF THE CONTRACT

27. It is the duty of the seller to deliver the goods, and of the buyer to accept and pay for them, in accordance with the terms of the contract of sale.

Duties of seller and buyer.

28. Unless otherwise agreed, delivery of the goods and payment of the price are concurrent conditions, that is to say, the seller must be ready and willing to give possession of the goods to the buyer in exchange for the price and the buyer must be ready and willing to pay the price in exchange for possession of the goods.

Payment and delivery are concurrent conditions.

29.—(1) Whether it is for the buyer to take possession of the goods or for the seller to send them to the buyer is a question depending in each case on the contract, express or implied, between the parties.

Rules about delivery.

(2) Apart from any such contract, express or implied, the place of delivery is the seller's place of business if he has one, and if not, his residence; except that, if the contract is for the sale of specific goods, which to the knowledge of the parties when the contract is made are in some other place, then that place is the place of delivery.

(3) Where under the contract of sale the seller is bound to send the goods to the buyer, but no time for sending them is fixed, the seller is bound to send them within a reasonable time.

(4) Where the goods at the time of sale are in the possession of a third person, there is no delivery by seller to buyer unless and until the third person acknowledges to the buyer that he holds the goods on his behalf; but nothing in this section affects the operation of the issue or transfer of any document of title to goods.

(5) Demand or tender of delivery may be treated as ineffectual unless made at a reasonable hour; and what is a reasonable hour is a question of fact.

(6) Unless otherwise agreed, the expenses of and incidental to putting the goods into a deliverable state must be borne by the seller.

Delivery
of wrong
quantity.

30.—(1) Where the seller delivers to the buyer a quantity of goods less than he contracted to sell, the buyer may reject them, but if the buyer accepts the goods so delivered, he must pay for them at the contract rate.

(2) Where the seller delivers to the buyer a quantity of goods larger than he contracted to sell, the buyer may accept the goods included in the contract and reject the rest, or he may reject the whole.

(3) Where the seller delivers to the buyer a quantity of goods larger than he contracted to sell and the buyer accepts the whole of the goods so delivered, he must pay for them at the contract rate.

(4) Where the seller delivers to the buyer the goods he contracted to sell mixed with goods of a different description not included in the contract, the buyer may accept the goods which are in accordance with the contract and reject the rest, or he may reject the whole.

(5) This section is subject to any usage of trade, special agreement, or course of dealing between the parties.

Instalment
deliveries.

31.—(1) Unless otherwise agreed, the buyer of goods is not bound to accept delivery of them by instalments.

(2) Where there is a contract for the sale of goods to be delivered by stated instalments, which are to be separately paid for, and the seller makes defective deliveries in respect of one or more instalments, or the buyer neglects or refuses to take delivery of or pay for one or more instalments, it is a question in each case depending on the terms of the contract and the circumstances of the case whether the breach of contract is a repudiation of the whole contract or whether it is a severable breach giving rise to a claim for compensation but not to a right to treat the whole contract as repudiated.

Delivery to
carrier.

32.—(1) Where, in pursuance of a contract of sale, the seller is authorised or required to send the goods to the buyer, delivery of the goods to a carrier (whether named by the buyer or not) for the purpose of transmission to the buyer is *prima facie* deemed to be a delivery of the goods to the buyer.

(2) Unless otherwise authorised by the buyer, the seller must make such contract with the carrier on behalf of the buyer as may be reasonable having regard to the nature of the goods and the other circumstances of the case; and if the seller omits to do so, and the goods are lost or damaged in course of transit, the buyer may decline to treat the delivery to the carrier as a delivery to himself or may hold the seller responsible in damages.

(3) Unless otherwise agreed, where goods are sent by the seller to the buyer by a route involving sea transit, under circumstances in which it is usual to insure, the seller must give such notice to the buyer as may enable him to insure them during their sea transit; and if the seller fails to do so, the goods are at his risk during such sea transit.

33. Where the seller of goods agrees to deliver them at his own risk at a place other than that where they are when sold, the buyer must nevertheless (unless otherwise agreed) take any risk of deterioration in the goods necessarily incident to the course of transit.

Risk where goods are delivered at distant place.

34.—(1) Where goods are delivered to the buyer, and he has not previously examined them, he is not deemed to have accepted them until he has had a reasonable opportunity of examining them for the purpose of ascertaining whether they are in conformity with the contract.

Buyer's right of examining the goods.

(2) Unless otherwise agreed, when the seller tenders delivery of the goods to the buyer, he is bound on request to afford the buyer a reasonable opportunity of examining the goods for the purpose of ascertaining whether they are in conformity with the contract.

35.—(1) The buyer is deemed to have accepted the goods when he intimates to the seller that he has accepted them, or (except where section 34 otherwise provides) when the goods have been delivered to him and he does any act in relation to them which is inconsistent with the ownership of the seller, or when after the lapse of a reasonable time he retains the goods without intimating to the seller that he has rejected them.

Acceptance.

(2) Paragraph 8 of the Schedule applies in relation to a contract made before 22nd April 1967.

Buyer not bound to return rejected goods.

36. Unless otherwise agreed, where goods are delivered to the buyer, and he refuses to accept them, having the right to do so, he is not bound to return them to the seller, but it is sufficient if he intimates to the seller that he refuses to accept them.

Buyer's liability for not taking delivery of goods.

37.—(1) When the seller is ready and willing to deliver the goods, and requests the buyer to take delivery, and the buyer does not within a reasonable time after such request take delivery of the goods, he is liable to the seller for any loss occasioned by his neglect or refusal to take delivery, and also for a reasonable charge for the care and custody of the goods.

(2) Nothing in this section affects the rights of the seller where the neglect or refusal of the buyer to take delivery amounts to a repudiation of the contract.

PART V

RIGHTS OF UNPAID SELLER AGAINST THE GOODS

Preliminary

Unpaid seller defined.

38.—(1) The seller of goods is an unpaid seller within the meaning of this Act —

- (a) when the whole of the price has not been paid or tendered;
- (b) when a bill of exchange or other negotiable instrument has been received as conditional payment, and the condition on which it was received has not been fulfilled by reason of the dishonour of the instrument or otherwise.

(2) In this Part, “seller” includes any person who is in the position of a seller, as, for instance, an agent of the seller to whom the bill of lading has been indorsed, or a consignor or agent who has himself paid (or is directly responsible for) the price.

Unpaid seller's rights.

39.—(1) Subject to this and any other Act, notwithstanding that the property in the goods may have passed to the buyer, the unpaid seller of goods, as such, has by implication of law —

- (a) a lien on the goods or right to retain them for the price while he is in possession of them;
- (b) in case of the insolvency of the buyer, a right of stopping the goods in transit after he has parted with the possession of them;
- (c) a right of re-sale as limited by this Act.

(2) Where the property in goods has not passed to the buyer, the unpaid seller has (in addition to his other remedies) a right of withholding delivery similar to and co-extensive with his rights of lien or retention and stoppage in transit where the property has passed to the buyer.

40. (*Not Applicable*).

Unpaid seller's lien

41.—(1) Subject to this Act, the unpaid seller of goods who is in possession of them is entitled to retain possession of them until payment or tender of the price in the following cases: Seller's lien.

- (a) where the goods have been sold without any stipulation as to credit;
- (b) where the goods have been sold on credit but the term of credit has expired;
- (c) where the buyer becomes insolvent.

(2) The seller may exercise his lien or right of retention notwithstanding that he is in possession of the goods as agent or bailee or custodian for the buyer.

42. Where an unpaid seller has made part delivery of the goods, he may exercise his lien or right of retention on the remainder, unless such part delivery has been made under such circumstances as to show an agreement to waive the lien or right of retention. Part delivery.

43.—(1) The unpaid seller of goods loses his lien or right of retention in respect of them — Termination of lien.

- (a) when he delivers the goods to a carrier or other bailee or custodian for the purpose of transmission to the buyer without reserving the right of disposal of the goods;

(b) when the buyer or his agent lawfully obtains possession of the goods;

(c) by waiver of the lien or right of retention.

(2) An unpaid seller of goods who has a lien or right of retention in respect of them does not lose his lien or right of retention by reason only that he has obtained judgment or decree for the price of the goods.

Stoppage in transit

Right of
stoppage in
transit.

44. Subject to this Act, when the buyer of goods becomes insolvent, the unpaid seller who has parted with the possession of the goods has the right of stopping them in transit, that is to say, he may resume possession of the goods as long as they are in course of transit, and may retain them until payment or tender of the price.

Duration of
transit.

45.—(1) Goods are deemed to be in course of transit from the time when they are delivered to a carrier or other bailee or custodian for the purpose of transmission to the buyer, until the buyer or his agent in that behalf takes delivery of them from the carrier or other bailee or custodian.

(2) If the buyer or his agent in that behalf obtains delivery of the goods before their arrival at the appointed destination, the transit is at an end.

(3) If, after the arrival of the goods at the appointed destination, the carrier or other bailee or custodian acknowledges to the buyer or his agent that he holds the goods on his behalf and continues in possession of them as bailee or custodian for the buyer or his agent, the transit is at an end, and it is immaterial that a further destination for the goods may have been indicated by the buyer.

(4) If the goods are rejected by the buyer, and the carrier or other bailee or custodian continues in possession of them, the transit is not deemed to be at an end, even if the seller has refused to receive them back.

(5) When goods are delivered to a ship chartered by the buyer, it is a question depending on the circumstances of the particular case whether they are in the possession of the master as a carrier or as agent to the buyer.

(6) Where the carrier or other bailee or custodian wrongfully refuses to deliver the goods to the buyer or his agent in that behalf, the transit is deemed to be at an end.

(7) Where part delivery of the goods has been made to the buyer or his agent in that behalf, the remainder of the goods may be stopped in transit, unless such part delivery has been made under such circumstances as to show an agreement to give up possession of the whole of the goods.

46.—(1) The unpaid seller may exercise his right of stoppage in transit either by taking actual possession of the goods or by giving notice of his claim to the carrier or other bailee or custodian in whose possession the goods are. How stoppage in transit is effected.

(2) The notice may be given either to the person in actual possession of the goods or to his principal.

(3) If given to the principal, the notice is ineffective unless given at such time and under such circumstances that the principal, by the exercise of reasonable diligence, may communicate it to his servant or agent in time to prevent a delivery to the buyer.

(4) When notice of stoppage in transit is given by the seller to the carrier or other bailee or custodian in possession of the goods, he must re-deliver the goods to, or according to the directions of, the seller; and the expenses of the re-delivery must be borne by the seller.

Re-sale, etc., by buyer

47.—(1) Subject to this Act, the unpaid seller's right of lien or retention or stoppage in transit is not affected by any sale or other disposition of the goods which the buyer may have made, unless the seller has assented to it. Effect of sub-sale, etc., by buyer.

(2) Where a document of title to goods has been lawfully transferred to any person as buyer or owner of the goods, and that person transfers the document to a person who takes it in good faith and for valuable consideration, then —

(a) if the last-mentioned transfer was by way of sale, the unpaid seller's right of lien or retention or stoppage in transit is defeated; and

(b) if the last-mentioned transfer was made by way of pledge or other disposition for value, the unpaid

seller's right of lien or retention or stoppage in transit can only be exercised subject to the rights of the transferee.

Rescission: and re-sale by seller

Rescission:
and re-sale
by seller.

48.—(1) Subject to this section, a contract of sale is not rescinded by the mere exercise by an unpaid seller of his right of lien or retention or stoppage in transit.

(2) Where an unpaid seller who has exercised his right of lien or retention or stoppage in transit re-sells the goods, the buyer acquires a good title to them as against the original buyer.

(3) Where the goods are of a perishable nature, or where the unpaid seller gives notice to the buyer of his intention to re-sell, and the buyer does not within a reasonable time pay or tender the price, the unpaid seller may re-sell the goods and recover from the original buyer damages for any loss occasioned by his breach of contract.

(4) Where the seller expressly reserves the right of re-sale in case the buyer should make default, and on the buyer making default re-sells the goods, the original contract of sale is rescinded but without prejudice to any claim the seller may have for damages.

PART VI

ACTIONS FOR BREACH OF THE CONTRACT

Seller's remedies

Action for
price.

49.—(1) Where, under a contract of sale, the property in the goods has passed to the buyer and he wrongfully neglects or refuses to pay for the goods according to the terms of the contract, the seller may maintain an action against him for the price of the goods.

(2) Where, under a contract of sale, the price is payable on a day certain irrespective of delivery and the buyer wrongfully neglects or refuses to pay such price, the seller may maintain an action for the price, although the property in the goods has not passed and the goods have not been appropriated to the contract.

50.—(1) Where the buyer wrongfully neglects or refuses to accept and pay for the goods, the seller may maintain an action against him for damages for non-acceptance. Damages for non-acceptance.

(2) The measure of damages is the estimated loss directly and naturally resulting, in the ordinary course of events, from the buyer's breach of contract.

(3) Where there is an available market for the goods in question, the measure of damages is prima facie to be ascertained by the difference between the contract price and the market or current price of the goods at the time or times when they ought to have been accepted or (if no time was fixed for acceptance) at the time of the refusal to accept.

Buyer's remedies

51.—(1) Where the seller wrongfully neglects or refuses to deliver the goods to the buyer, the buyer may maintain an action against the seller for damages for non-delivery. Damages for non-delivery.

(2) The measure of damages is the estimated loss directly and naturally resulting, in the ordinary course of events, from the seller's breach of contract.

(3) Where there is an available market for the goods in question, the measure of damages is prima facie to be ascertained by the difference between the contract price and the market or current price of the goods at the time or times when they ought to have been delivered or (if no time was fixed) at the time of the refusal to deliver.

52.—(1) In any action for breach of contract to deliver specific or ascertained goods, the court may, if it thinks fit, on the plaintiff's application, by its judgment or decree direct that the contract shall be performed specifically, without giving the defendant the option of retaining the goods on payment of damages. Specific performance.

(2) The plaintiff's application may be made at any time before judgment or decree.

(3) The judgment or decree may be unconditional, or on such terms and conditions as to damages, payment of the price and otherwise as seem just to the court.

53.—(1) Where there is a breach of warranty by the seller, or where the buyer elects (or is compelled) to treat Remedy for breach of warranty.

any breach of a condition on the part of the seller as a breach of warranty, the buyer is not by reason only of such breach of warranty entitled to reject the goods; but he may —

- (a) set up against the seller the breach of warranty in diminution or extinction of the price; or
- (b) maintain an action against the seller for damages for the breach of warranty.

(2) The measure of damages for breach of warranty is the estimated loss directly and naturally resulting, in the ordinary course of events, from the breach of warranty.

(3) In the case of breach of warranty of quality, such loss is prima facie the difference between the value of the goods at the time of delivery to the buyer and the value they would have had if they had fulfilled the warranty.

(4) The fact that the buyer has set up the breach of warranty in diminution or extinction of the price does not prevent him from maintaining an action for the same breach of warranty if he has suffered further damage.

Interest, etc.

Interest, etc.

54. Nothing in this Act affects the right of the buyer or the seller to recover interest or special damages in any case where by law interest or special damages may be recoverable, or to recover money paid where the consideration for the payment of it has failed.

PART VII

SUPPLEMENTARY

Exclusion of implied terms.
Cap. 396.

55.—(1) Where a right, duty or liability would arise under a contract of sale of goods by implication of law, it may (subject to the Unfair Contract Terms Act) be negatived or varied by express agreement, or by the course of dealing between the parties, or by such usage as binds both parties to the contract.

(2) An express condition or warranty does not negative a condition or warranty implied by this Act unless inconsistent with it.

(3) Paragraph 9 of the Schedule applies in relation to a contract made on or after 18th May 1973 and before 1st February 1978, and paragraph 10 in relation to one made before 18th May 1973.

56. Paragraph 11 of the Schedule applies in relation to a contract made on or after 18th May 1973 and before 1st February 1978, so as to make provision about conflict of laws in relation to such a contract. Conflict of laws.

57.—(1) Where goods are put up for sale by auction in lots, each lot is prima facie deemed to be the subject of a separate contract of sale. Auction sales.

(2) A sale by auction is complete when the auctioneer announces its completion by the fall of the hammer, or in other customary manner; and until the announcement is made any bidder may retract his bid.

(3) A sale by auction may be notified to be subject to a reserve or upset price, and a right to bid may also be reserved expressly by or on behalf of the seller.

(4) Where a sale by auction is not notified to be subject to a right to bid by or on behalf of the seller, it is not lawful for the seller to bid himself or to employ any person to bid at the sale, or for the auctioneer knowingly to take any bid from the seller or any such person.

(5) A sale contravening subsection (4) may be treated as fraudulent by the buyer.

(6) Where, in respect of a sale by auction, a right to bid is expressly reserved (but not otherwise) the seller or any one person on his behalf may bid at the auction.

58. (*Not Applicable*).

59. Where a reference is made in this Act to a reasonable time, the question what is a reasonable time is a question of fact. Reasonable time a question of fact.

60. Where a right, duty or liability is declared by this Act, it may, unless otherwise provided by this Act, be enforced by action. Rights, etc., enforceable by action.

Interpre-
tation.

61.—(1) In this Act, unless the context otherwise requires —

“action” includes counterclaim and set-off;

“business” includes a profession and the activities of any Government department or local or public authority;

“buyer” means a person who buys or agrees to buy goods;

“contract of sale” includes an agreement to sell as well as a sale;

“credit-broker” means a person acting in the course of a business of credit brokerage carried on by him, that is a business of effecting introductions of individuals desiring to obtain credit —

(a) to persons carrying on any business so far as it relates to the provision of credit; or

(b) to other persons engaged in credit brokerage;

“delivery” means voluntary transfer of possession from one person to another;

“document of title to goods” has the same meaning as in the Factors Act;

“fault” means wrongful act or default;

“future goods” means goods to be manufactured or acquired by the seller after the making of the contract of sale;

“goods” includes all personal chattels other than things in action and money; and in particular “goods” includes emblements, industrial growing crops, and things attached to or forming part of the land which are agreed to be severed before sale or under the contract of sale;

“plaintiff” includes a defendant counterclaiming;

“property” means the general property in goods, and not merely a special property;

“quality”, in relation to goods, includes their state or condition;

“sale” includes a bargain and sale as well as a sale and delivery;

Cap. 386.

“seller” means a person who sells or agrees to sell goods;

“specific goods” means goods identified and agreed on at the time a contract of sale is made;

“warranty” means an agreement with reference to goods which are the subject of a contract of sale, but collateral to the main purpose of such contract, the breach of which gives rise to a claim for damages, but not to a right to reject the goods and treat the contract as repudiated.

(2) A thing is deemed to be done in good faith within the meaning of this Act when it is in fact done honestly, whether it is done negligently or not.

(3) A person is deemed to be insolvent within the meaning of this Act if he has either ceased to pay his debts in the ordinary course of business or he cannot pay his debts as they become due.

(4) Goods are in a deliverable state within the meaning of this Act when they are in such a state that the buyer would under the contract be bound to take delivery of them.

(5) As regards the definition of “business” in subsection (1), paragraph 12 of the Schedule applies in relation to a contract made on or after 18th May 1973 and before 1st February 1978, and paragraph 13 in relation to one made before 18th May 1973.

62.—(1) The rules in bankruptcy relating to contracts of sale apply to those contracts, notwithstanding anything in this Act. Savings: rules of law, etc.

(2) The rules of the common law, including the law merchant, except in so far as they are inconsistent with the provisions of this Act, and in particular the rules relating to the law of principal and agent and the effect of fraud, misrepresentation, duress or coercion, mistake, or other invalidating cause, apply to contracts for the sale of goods.

(3) Nothing in this Act affects the enactments relating to bills of sale.

(4) The provisions of this Act about contracts of sale do not apply to a transaction in the form of a contract of sale

which is intended to operate by way of mortgage, pledge, charge, or other security.

Short title. **63.** This Act may be cited as the Sale of Goods Act.

THE SCHEDULE

Section 1.

MODIFICATION OF ACT FOR CERTAIN CONTRACTS

Preliminary

1.—(1) This Schedule modifies this Act as it applies to contracts of sale of goods made on certain dates.

(2) In this Schedule, references to sections are to those of this Act and references to contracts are to contracts of sale of goods.

(3) Nothing in this Schedule affects a contract made before 1st January 1894.

Section 11: condition treated as warranty

2. In relation to a contract made before 22nd April 1967, in section 11 (3) after “or part of them,” insert “or where the contract is for specific goods, the property in which has passed to the buyer,”.

Section 12: implied terms about title, etc.

3. In relation to a contract made before 18th May 1973, substitute the following for section 12:

“Implied terms about title, etc. 12. In a contract of sale, unless the circumstances of the contract are such as to show a different intention, there is —

- (a) an implied condition on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass;
- (b) an implied warranty that the buyer will have and enjoy quiet possession of the goods;
- (c) an implied warranty that the goods will be free from any charge or encumbrance in favour of any third party, not declared or known to the buyer before or at the time when the contract is made.”.

THE SCHEDULE — *continued**Section 13: sale by description*

4. In relation to a contract made before 18th May 1973, omit section 13 (3).

Section 14: quality or fitness (i)

5. In relation to a contract made on or after 18th May 1973 and before 19th May 1985, substitute the following for section 14:

“Implied terms
about quality
or fitness.

14.—(1) Except as provided by this section and section 15 and subject to any other enactment, there is no implied condition or warranty about the quality or fitness for any particular purpose of goods supplied under a contract of sale.

(2) Where the seller sells goods in the course of a business, there is an implied condition that the goods supplied under the contract are of merchantable quality, except that there is no such condition —

(a) as regards defects specifically drawn to the buyer’s attention before the contract is made; or

(b) if the buyer examines the goods before the contract is made, as regards defects which that examination ought to reveal.

(3) Where the seller sells goods in the course of a business and the buyer, expressly or by implication, makes known to the seller any particular purpose for which the goods are being bought, there is an implied condition that the goods supplied under the contract are reasonably fit for that purpose, whether or not that is a purpose for which such goods are commonly supplied, except where the circumstances show that the buyer does not rely, or that it is unreasonable for him to rely, on the seller’s skill or judgment.

(4) An implied condition or warranty about quality or fitness for a particular purpose may be annexed to a contract of sale by usage.

(5) The preceding provisions of this section apply to a sale by a person who in the course of a business is acting as agent for another as they apply to a sale by a principal in the course of a business, except where that other is not selling in the course of a business and either the buyer

THE SCHEDULE — *continued*

knows that fact or reasonable steps are taken to bring it to the notice of the buyer before the contract is made.

(6) Goods of any kind are of merchantable quality within the meaning of subsection (2) if they are as fit for the purpose or purposes for which goods of that kind are commonly bought as it is reasonable to expect having regard to any description applied to them, the price (if relevant) and all the other relevant circumstances.

(7) In the application of subsection (3) to an agreement for the sale of goods under which the purchase price or part of it is payable by instalments, any reference to the seller includes a reference to the person by whom any antecedent negotiations are conducted; and section 58 (3) and (5) of the Hire-Purchase Act 1965 (meaning of antecedent negotiations and related expressions) apply in relation to this subsection as in relation to that Act, but as if a reference to any such agreement were included in the reference in subsection (3) of that section to the agreements there mentioned.”.

U.K. 1965,
c. 66.

Section 14: quality or fitness (ii)

6. In relation to a contract made before 18th May 1973, substitute the following for section 14:

“Implied terms
about quality
or fitness.

14.—(1) Subject to this and any other Act, there is no implied condition or warranty about the quality or fitness for any particular purpose of goods supplied under a contract of sale.

(2) Where the buyer, expressly or by implication, makes known to the seller the particular purpose for which the goods are required, so as to show that the buyer relies on the seller’s skill or judgment, and the goods are of a description which it is in the course of the seller’s business to supply (whether he is the manufacturer or not), there is an implied condition that the goods will be reasonably fit for such purpose, except that in the case of a contract for the sale of a specified article under its patent or other trade name there is no implied condition as to its fitness for any particular purpose.

(3) Where goods are bought by description from a seller who deals in goods of that description (whether he is the manufacturer or not), there is an implied condition that the goods will be of merchantable quality; but if the

THE SCHEDULE — *continued*

buyer has examined the goods, there is no implied condition as regards defects which such examination ought to have revealed.

(4) An implied condition or warranty about quality or fitness for a particular purpose may be annexed by the usage of trade.

(5) An express condition or warranty does not negative a condition or warranty implied by this Act unless inconsistent with it.”

Section 15: sale by sample

7. In relation to a contract made before 18th May 1973, omit section 15 (3).

Section 35: acceptance

8. In relation to a contract made before 22nd April 1967, in section 35 (1) omit “(except where section 34 otherwise provides)”.

Section 55: exclusion of implied terms (i)

9. In relation to a contract made on or after 18th May 1973 and before 1st February 1978, substitute the following for section 55:

“Exclusion of implied terms.

55.—(1) Where a right, duty or liability would arise under a contract of sale of goods by implication of law, it may be negated or varied by express agreement, or by the course of dealing between the parties, or by such usage as binds both parties to the contract, but the preceding provision has effect subject to the following provisions of this section.

(2) An express condition or warranty does not negative a condition or warranty implied by this Act unless inconsistent with it.

(3) In the case of a contract of sale of goods, any term of that or any other contract exempting from all or any of the provisions of section 12 is void.

(4) In the case of a contract of sale of goods, any term of that or any other contract exempting from all or any of the provisions of section 13, 14 or 15 is void in the case of a consumer sale and is, in any other case, not enforceable

THE SCHEDULE — *continued*

to the extent that it is shown that it would not be fair or reasonable to allow reliance on the term.

(5) In determining for the purposes of subsection (4) whether or not reliance on any such term would be fair or reasonable, regard shall be had to all the circumstances of the case and, in particular, to the following matters:

- (a) the strength of the bargaining positions of the seller and buyer relative to each other, taking into account, among other things, the availability of suitable alternative products and sources of supply;
- (b) whether the buyer received an inducement to agree to the term or in accepting it had an opportunity of buying the goods or suitable alternatives without it from any source of supply;
- (c) whether the buyer knew or ought reasonably to have known of the existence and extent of the term (having regard, among other things, to any custom of the trade and any previous course of dealing between the parties);
- (d) where the term exempts from all or any of the provisions of section 13, 14 or 15 if some condition is not complied with, whether it was reasonable at the time of the contract to expect that compliance with that condition would be practicable;
- (e) whether the goods were manufactured, processed, or adapted to the special order of the buyer.

(6) Subsection (5) does not prevent the court from holding, in accordance with any rule of law, that a term which purports to exclude or restrict any of the provisions of section 13, 14 or 15 is not a term of the contract.

(7) In this section, “consumer sale” means a sale of goods (other than a sale by auction or by competitive tender) by a seller in the course of a business where the goods —

- (a) are of a type ordinarily bought for private use or consumption; and
- (b) are sold to a person who does not buy or hold himself out as buying them in the course of a business.

THE SCHEDULE — *continued*

(8) The onus of proving that a sale falls to be treated for the purposes of this section as not being a consumer sale lies on the party so contending.

(9) Any reference in this section to a term exempting from all or any of the provisions of any section of this Act is a reference to a term which purports to exclude or restrict, or has the effect of excluding or restricting, the operation of all or any of the provisions of that section, or the exercise of a right conferred by any provision of that section, or any liability of the seller for breach of a condition or warranty implied by any provision of that section.

(10) It is hereby declared that any reference in this section to a term of a contract includes a reference to a term which although not contained in a contract is incorporated in the contract by another term of the contract.

(11) Nothing in this section prevents the parties to a contract for the international sale of goods from negating or varying any right, duty or liability which would otherwise arise by implication of law under sections 12 to 15.

(12) In subsection (11), “contract for the international sale of goods” means a contract of sale of goods made by parties whose places of business (or, if they have none, habitual residences) are in the territories of different States and in the case of which one of the following conditions is satisfied:

- (a) the contract involves the sale of goods which are at the time of the conclusion of the contract in the course of carriage or will be carried from the territory of one State to the territory of another;
- (b) the acts constituting the offer and acceptance have been effected in the territories of different States; or
- (c) delivery of the goods is to be made in the territory of a State other than that within whose territory the acts constituting the offer and the acceptance have been effected.

THE SCHEDULE — *continued**Section 55: exclusion of implied terms (ii)*

10. In relation to a contract made before 18th May 1973, substitute the following for section 55:

“Exclusion of implied terms.

55. Where a right, duty or liability would arise under a contract of sale by implication of law, it may be negatived or varied by express agreement, or by the course of dealing between the parties, or by such usage as binds both parties to the contract.”.

Section 56: conflict of laws

11.—(1) In relation to a contract made on or after 18th May 1973 and before 1st February 1978, substitute for section 56 the section set out in sub-paragraph (3).

(2) In relation to a contract made otherwise than as mentioned in sub-paragraph (1), ignore section 56 and this paragraph.

(3) The section mentioned in sub-paragraph (1) is as follows:

“Conflict of laws.

56.—(1) Where the proper law of a contract for the sale of goods would, apart from a term that it should be the law of some other country or a term to the like effect, be the law of Singapore, or where any such contract contains a term which purports to substitute, or has the effect of substituting, provisions of the law of some other country for all or any of the provisions of sections 12 to 15 and 55, those sections shall, notwithstanding that term but subject to subsection (2), apply to the contract.

(2) Nothing in subsection (1) prevents the parties to a contract for the international sale of goods from negativing or varying any right, duty or liability which would otherwise arise by implication of law under sections 12 to 15.

(3) In subsection (2), “contract for the international sale of goods” means a contract of sale of goods made by parties whose places of business (or, if they have none, habitual residences) are in the territories of different States and in the case of which one of the following conditions is satisfied:

THE SCHEDULE — *continued*

- (a) the contract involves the sale of goods which are at the time of the conclusion of the contract in the course of carriage or will be carried from the territory of one State to the territory of another;
- (b) the acts constituting the offer and acceptance have been effected in the territories of different States; or
- (c) delivery of the goods is to be made in the territory of a State other than that within whose territory the acts constituting the offer and the acceptance have been effected.”.

Section 61 (1): definition of “business” (i)

12. In relation to a contract made on or after 18th May 1973 and before 1st February 1978, in the definition of “business” in section 61 (1) for “or local or public authority” substitute “, local authority or statutory undertaker”.

Section 61 (1): definition of “business” (ii)

13. In relation to a contract made before 18th May 1973, omit the definition of “business” in section 61 (1).
