

# SALE OF GOODS ACT

---

## 1 Sale of goods

Most usual way in which ownership of goods passes from one person to another

### 1.1 Other transfer of title to goods

Other ways of transferring title to goods that are not covered by the act –

1. *Gift* – goods given for no consideration, delivery actually taking place (unless deed of gift executed) and there must be intention by donor to make gift and acceptance of gift by donee
2. *Barter or exchange* – earliest form of transaction. Involves exchange of ownership of goods of two parties
3. *Loan for consumption* – uncommon transaction. Goods lent passes to borrower, who is then under personal obligation to return similar goods

### 1.2 Sale of goods and the common law

Rules of common law continue to apply – s4(2) – with body of case law in interpreting the act

Law of sale of goods will be dealt with under

1. Nature and formation of contract for sale
2. Terms of contract
3. Transfer of property from seller to buyer
4. Performance of contract
5. Remedies for breach of contract

## 2 Nature and formation of contract of sale

### 2.1 Contract of sale of goods

Defined as ‘a contract where the seller transfers or agrees to transfer the property in goods to the buyer, for money consideration called ‘the price’’: s6(1).

- There must be ‘goods’ and ‘money consideration’ where the seller either transfers or agrees to transfer the goods for money consideration

#### 2.1.1 Goods

Including ‘all chattels personal other than things in action and money’ – s5(1).

- Includes all personal property including household and other personal items
  - Ships, aircraft and other vehicles
  - Animals
  - Gas and electricity
  - Computer systems including software

---

#### *Symes v Laurie [1985]*

House was owned by A, though attached to land of B. A agreed to sell it to C to remove it from B’s land to a specified location, and repair and replace certain items. This ‘house removal contract’ was held to be a contract of sale of goods within the Qld Act

---

notwithstanding that the contract contained provisions for supply of services as well as provisions for actual sale of the house