

**GOODS ACT – TEMPLATE**  
**IRAC**  
**ISSUE- RULE-APPLICATION- CONCLUSION**

For the **Goods act 1958** to apply there must have a contract for rights

- Doesn't apply to corporations – if 'consumer' look at *ACL s 3*

Contact for a sale of goods under *Goods Act 1958 s 6(1)*:

- **Contract for sale of goods where seller transfers or agrees to transfer property in goods to buyer for money consideration**

**s 6(2):** Absolute or conditional

**s 6(3):**

- Sale = Property transferred at time of transaction
- Agreement to sell = Property transferred at future time or subject to a condition
  - Agreement to sell becomes sale when time elapses or conditions above fulfilled

**Does the Goods act apply?**

For the *Goods Act 1958* (GA) to apply there must be a contract for rights.

- APPLY CASE FACTS
  - Prime a facie, it can be said that the GA will apply.
  - OR prime a facie as s 6(1) is not satisfied, therefore the GA will not apply.

For the the GA to apply, under s 6 (1)

3 elements must be satisfied to constitute a valid contract. (Each will be discussed in turn below)

1. **Goods;**
2. **Money consideration**
3. **Transfer or agreement to transfer property in the goods**

**Is it a sale or agreement to sell?**

Sale = Under s6(3) of the GA ,property is transferred at the time of transaction. On the facts, it can be said that this was a sale as \_\_\_\_\_.

Agreement to sell= Under s6(3) of the GA , property is transferred at future time or subject to a condition. Based on the facts- it can be said that there was an agreement to sell as \_\_\_\_\_.