



Sale of Goods Act 1979

1979 CHAPTER 54

PART VII

SUPPLEMENTARY

61 Interpretation

(1) In this Act, unless the context or subject matter otherwise requires.—

" action " includes counterclaim and set-off, and in Scotland condescendence and claim and compensation ;

" business " includes a profession and the activities of any government department (including a Northern Ireland 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;

" defendant " includes in Scotland defender, respondent, and claimant in a multiplepounding;

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

" document of title to goods " has the same meaning as it has in the Factors Acts;

" Factors Acts " means the Factors Act 1889, the Factors (Scotland) Act 1890, and any enactment amending or substituted for the same ;

" 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;

Status: This is the original version (as it was originally enacted).

" goods " includes all personal chattels other than things in action and money, and in Scotland all corporeal moveables except 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 pursuer, complainer, claimant in a multiplepinding and defendant or defender counter-claiming ;

" 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;

" 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 " (as regards England and Wales and Northern Ireland) 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) As regards Scotland a breach of warranty shall be deemed to be a failure to perform a material part of the contract.
- (3) 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.
- (4) 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, whether he has committed an act of bankruptcy or not, and whether he has become a notour bankrupt or not.
- (5) 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.
- (6) As regards the definition of " business " in subsection (1) above, paragraph 14 of Schedule 1 below applies in relation to a contract made on or after 18 May 1973 and before 1 February 1978, and paragraph 15 in relation to one made before 18 May 1973.