

SALE

OF

GOODS ACT

LL.B. II Sem

MANEESHA SHARMA

Law Faculty

N.A.S. P.G. College

Meerut.

Sales of Goods Act

Definitions

"Goods" → sec-2(7) "Goods" means every kind of movable property other than actionable claims and money, and includes stock and shares, growing crops, grass and things attached to or forming part of the land which are agreed to be severed before sale or under the contract of sale.

"Specific goods" - sec-2(14) "Specific goods" means goods identified and agreed upon at the time a contract of sale is made. The goods must be actually, it is not sufficient that they are capable of identification.

Example A black sheep or a white horse
Therefore, in order to fulfil the contract for the sale of a white horse the seller has to deliver the specific white horse which is pointed out at the time of contract

"Ascertained goods" has not been defined in the Act but it is not the same as "specific goods." Goods which are not identified and agreed upon at the time when contract is made are called "unascertained goods".

case → Harnarayana v/s Radhakrishnan 1948

"Insolvent" → Sec-2(8) Insolvent is a person who has ceased to pay his debts in the ordinary course of business, or cannot pay his debts as they become due, whether he has committed an act of insolvency or not.

"Mercantile agent" → Sec-2(9) Means a mercantile agent having in the customary course of business as such agent's authority either to sell goods for the purpose of sale, or to buy goods or to raise money on the security of goods.

case → U. Sulaiman v/s Maywet AIR 1934

In this case A broker in jewellery, who is given jewellery by the owner there of for sale is a mercantile agent.