
Second Session Second Parliament Republic of Trinidad
and Tobago



REPUBLIC OF TRINIDAD AND TOBAGO

Act No. 11 of 1983

[L.S.]

AN ACT to amend the Sale of Goods Act, Chap. 82:30.

[Assented to 16th June, 1983]

ENACTED by the Parliament of Trinidad and Tobago Enactment
as follows:—

1. This Act may be cited as the Sale of Goods Short title
(Amendment) Act, 1983 and shall come into operation and
on a date as the President may appoint by Proclamation. commencement

Non-application

2. This Act does not apply to contracts of sale made before its commencement.

Amendment of
section 2(1) of
the Act

3. Section 2(1) of the Sale of Goods Act (hereafter referred to as "the Act") is amended by inserting therein in alphabetical order the following definitions:

"business" includes a profession and the activities of any government department or local or public authority;

"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."

Amendment of
section 13(3) of
the Act

4. Section 13(3) of the Act is amended by deleting the words "or where the contract is for specific goods, the property in which has passed to the buyer,".

Amendment of
section 14 of
the Act

5. For section 14 of the Act there shall be substituted the following section:

"Implied
undertakings
as to
title, etc.

14. (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. Section 15 of the Act is amended by renumbering it as section 15(1) and by inserting the following subsection:

Amendment of
section 15 of
the Act

"(2) 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."

Amendment of
section 16 of
the Act

7. For section 16 of the Act there shall be substituted the following section:

"Implied
condition
about
quality or
fitness

16. (1) Except as provided by this section and section 17 and subject to any other written law, 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—

- (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 (and where appropriate reasonably durable) 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) Subsections (1) to (4) 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 fit for the purpose or purposes for which goods of that kind are commonly bought (and where appropriate as durable) as it is reasonable to expect having regard to any description applied to them, the price if relevant, and all the other relevant circumstances.

8. Section 17 of the Act is amended by inserting after subsection (2) thereof the following subsection: Amendment of section 17 of the Act

“(3) In subsection (2)(c) “unmerchantable” is to be construed in accordance with section 16(6).”

9. Section 36 of the Act is amended by inserting immediately after the words “accepted them, or” the words “except where section 35 otherwise provides,”. Amendment of section 36 of the Act

10. For section 55 of the Act there shall be substituted the following section: Amendment of section 55 of the Act

“Variation,
etc., of
implied
rights

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, 1982, 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."

Passed in the Senate this 10th day of May, 1983.

R. GRIFFITH
Clerk of the Senate

Passed in the House of Representatives this 3rd day of June, 1983.

J. E. CARTER
Clerk of the House