

CYPRUS

SALE OF GOODS

CHAPTER 267 OF THE LAWS

1959 EDITION

PRINTED BY

C. F. ROWORTH LIMITED, 54, GRAFTON WAY, LONDON, W.1.

[Appointed by the Government of Cyprus the Government Printers of this Edition of Laws within the meaning of the Evidence (Colonial Statutes) Act, 1907.]

1959

q (2)

CHAPTER 267.

SALE OF GOODS.

ARRANGEMENT OF SECTIONS.

PART I.

PRELIMINARY.

Section		Page
1	Short title ...	3
2	Interpretation ...	4
3	Application of Contract Law ...	5

PART II.

FORMATION OF THE CONTRACT.

Contract of Sale.

4	Sale and agreement to sell ...	5
---	--------------------------------	---

Formalities of the Contract.

5	Contract of sale how made ...	5
---	-------------------------------	---

Subject-matter of Contract.

6	Existing or future goods ...	6
7	Goods perishing before making the contract ...	6
8	Goods perishing before sale but after agreement to sell ...	6

The Price.

9	Ascertainment of price ...	6
10	Agreement to sell at valuation ...	6

Conditions and Warranties.

11	Stipulations as to time ...	7
12	Condition and warranty ...	7
13	When condition to be treated as warranty ...	7
14	Implied undertaking as to title ...	8
15	Sale by description ...	8
16	Implied conditions as to quality or fitness ...	8
17	Sale by sample ...	9

PART III.

EFFECTS OF THE CONTRACT.

Transfer of property as between Seller and Buyer.

18	Goods must be ascertained... ..	9
19	Property passes when intended to pass ...	9
20	Specific goods in a deliverable state ...	10
21	Specific goods to be put in a deliverable state ...	10
22	Specific goods in a deliverable state, when the seller has to do anything thereto in order to ascertain price ...	10
23	Sale of unascertained goods and appropriation ...	10
24	Goods sent on approval or "sale or return" ...	10
25	Reservation of right of disposal ...	11
26	Risk prima facie passes with property ...	11

Transfer of Title.

27	Sale by person not the owner ...	11
28	Sale by one of joint owners ...	12
29	Sale by person in possession under voidable contract ...	12
30	Seller or buyer in possession after sale ...	12

PART IV.

PERFORMANCE OF THE CONTRACT.

Section		Page
31	Duties of seller and buyer ...	13
32	Payment and delivery are concurrent conditions ...	13
33	Delivery ...	13
34	Effect of part delivery ...	13
35	Buyer to apply for delivery ...	13
36	Rule as to delivery ...	13
37	Delivery of wrong quantity ...	14
38	Instalment deliveries ...	14
39	Delivery to carrier or wharfinger ...	15
40	Risk where goods are delivered at a distant place ...	15
41	Buyer's rights of examining the goods ...	15
42	Acceptance ...	16
43	Buyer not bound to return rejected goods ...	16
44	Liability of buyer for neglecting or refusing delivery of goods ...	16

PART V.

RIGHTS OF UNPAID SELLER AGAINST THE GOODS.

45	"Unpaid seller" defined ...	16
46	Unpaid seller's rights ...	17

Unpaid Seller's Lien.

47	Seller's lien ...	17
48	Part delivery ...	17
49	Termination of lien ...	17

Stoppage in Transit.

50	Right of stoppage in transit ...	18
51	Duration of transit ...	18
52	How stoppage in transit is effected ...	19

Transfer by Buyer and Seller.

53	Effect of sub-sale or pledge by buyer ...	19
54	Sale not generally rescinded by lien or stoppage in transit ...	20

PART VI.

ACTIONS FOR BREACH OF THE CONTRACT.

55	Action for price ...	20
56	Damages for non-acceptance ...	20
57	Damages for non-delivery ...	21
58	Specific performance ...	21
59	Remedy for breach of warranty ...	21
60	Repudiation of contract before due date ...	21
61	Interest by way of damages and special damages ...	21

PART VII.

MISCELLANEOUS.

62	Exclusion of implied terms and conditions ...	22
63	Reasonable time a question of fact ...	22
64	Auction sale ...	22
65	Savings ...	23

A LAW TO AMEND AND CONSOLIDATE THE LAW RELATING
TO THE SALE OF GOODS.

[27th May, 1953.] 25 of 53.

PART I.

PRELIMINARY.

1. This Law may be cited as the Sale of Goods Law. Short title.

Interpreta-
tion.

2. (1) In this Law unless the context otherwise requires—

“bankrupt” means 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 bankruptcy or not;

“buyer” means a person who buys or agrees to buy goods;

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

“deliverable state” means such a state of the goods that the buyer would under the contract be bound to take delivery of them;

“document of title to goods” includes a bill of lading, dock-warrant, warehouse-keeper’s certificate, wharfingers’ certificate, railway receipt, warrant or order for the delivery of goods and any other document used in the ordinary course of business as proof of the possession or control of goods, or authorizing or purporting to authorize, either by endorsement or by delivery, the possessor of the document to transfer or receive goods thereby represented;

“fault” means wrongful act or default;

“future goods” means goods to be manufactured or produced or acquired by the seller after the making of the contract of sale;

“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;

“mercantile agent” means a mercantile agent having in the customary course of business as such agent authority either to sell goods, or to consign goods for the purposes of sale, or to buy goods, or to raise money on the security of goods;

“price” means the money consideration for a sale of goods;

“property” means the general property in goods, and not merely a special property;

“quality of goods” includes their state or condition;

“seller” means a person who sells or agrees to sell goods;

“specific goods” means goods identified and agreed upon at the time a contract of sale is made.

(2) Expressions used but not defined in this Law and defined in the Contract Law have the meanings assigned to them in that Law. Cap. 149.

3. The unrepealed provisions of the Contract Law save in so far as they are inconsistent with the express provisions of this Law, shall continue to apply to contracts for the sale of goods. Application of Contract Law.
Cap. 149.

PART II.

FORMATION OF THE CONTRACT.

Contract of Sale.

4. (1) A contract of sale of goods is a contract whereby the seller transfers or agrees to transfer the property in goods to the buyer for a price. There may be a contract of sale between one part-owner and another. Sale and agreement to sell.

(2) A contract of sale may be absolute or conditional.

(3) Where under a contract of sale the property in the goods is transferred from the seller to the buyer, the contract is called a sale, but where the transfer of the property in the goods is to take place at a future time or subject to some condition thereafter to be fulfilled, the contract is called an agreement to sell.

(4) An agreement to sell becomes a sale when the time elapses or the conditions are fulfilled subject to which the property in the goods is to be transferred.

Formalities of the Contract.

5. (1) A contract of sale is made by an offer to buy or sell goods for a price and the acceptance of such offer. The contract may provide for the immediate delivery of the goods or immediate payment of the price or both, or for the delivery or payment by instalments, or that the delivery or payment or both shall be postponed. Contract of sale how made.

(2) Subject to the provisions of any other Law for the time being in force, a contract of sale may be made in writing or by word of mouth, or partly in writing and partly by word of mouth or may be implied from the conduct of the parties.