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## SCHEDULES

### SCHEDULE 1

#### APPLICATION OF ENACTMENTS TO CONDITIONAL SALE AGREEMENTS

#### PART II

##### CONSEQUENTIAL EXCEPTIONS AND MODIFICATIONS

- 7 In this Part of this Schedule " conditional sale agreement" means a conditional sale agreement, as defined by subsection (5) of section 21 of this Act, in relation to which the provisions of Part I of this Act have effect in accordance with subsection (3) of that section, and " buyer " and " seller " have the meanings assigned to them by paragraph 6 of this Schedule.
- 8 For the purposes of section 9 of the Factors Act 1889 and of section 25(2) of the Sale of Goods Act 1893 (under which, notwithstanding that the property in the goods has not been transferred to him, a person who has bought or agreed to buy goods and is in possession of them can confer a good title to the goods) the buyer under a conditional sale agreement shall be deemed not to be a person who has bought or agreed to buy goods.
- 9 (1) Section 11(1)(c) of the Sale of Goods Act 1893 (whereby in certain circumstances a breach of a condition in a contract of sale is to be treated only as a breach of warranty) shall not apply to a conditional sale agreement.
- (2) A breach of a condition (whether express or implied) to be fulfilled by the seller under a conditional sale agreement shall be treated as a breach of warranty, and not as grounds for rejecting the goods and treating the agreement as repudiated, if (but only if) it would have fallen to be so treated had the condition been contained or implied in a corresponding hire-purchase agreement as a condition to be fulfilled by the owner.
- (3) In this paragraph " corresponding hire-purchase agreement" means a hire-purchase agreement relating to the same goods as the conditional sale agreement and made between the same parties and at the same time and in the same circumstances and, as nearly as may be, in the same terms as the conditional sale agreement.
- 10 A conditional sale agreement shall be treated as not being a contract of sale for the purposes of sections 12 to 15 of the Sale of Goods Act 1893 (which imply certain conditions and warranties in contracts of sale).
- 11 In section 9 of the principal Act the reference to payments in respect of two or more hire-purchase agreements shall include a reference to payments in respect of one or more hire-purchase agreements and one or more conditional sale agreements as well as a reference to payments in respect of two or more conditional sale agreements.
- 12 Section 15 of the principal Act shall have effect where—
- (a) after the making of a hire-purchase agreement, the owner, as seller, makes a conditional sale agreement with the hirer, as buyer, or

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- (b) after the making of a conditional sale agreement, the seller, as owner, makes a hire-purchase agreement with the buyer, as hirer,  
as it has effect where both agreements are hire-purchase agreements or both are conditional sale agreements.