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*Changes to legislation: There are currently no known outstanding effects for the Torts (Interference with Goods) Act 1977, Part I. (See end of Document for details)*

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## SCHEDULES

### SCHEDULE 1

#### UNCOLLECTED GOODS

##### PART I

###### POWER TO IMPOSE OBLIGATION TO COLLECT GOODS

- 1 (1) For the purposes of section 12(1) a bailee may, in the circumstances specified in this Part of this Schedule, by notice given to the bailor impose on him an obligation to take delivery of the goods.
- (2) The notice shall be in writing, and may be given either—
- (a) by delivering it to the bailor, or
  - (b) by leaving it at his proper address, or
  - (c) by post.
- (3) The notice shall—
- (a) specify the name and address of the bailee, and give sufficient particulars of the goods and the address or place where they are held, and
  - (b) state that the goods are ready for delivery to the bailor, or where combined with a notice terminating the contract of bailment, will be ready for delivery when the contract is terminated, and
  - (c) specify the amount, if any, which is payable by the bailor to the bailee in respect of the goods and which became due before the giving of the notice.
- (4) Where the notice is sent by post it may be combined with a notice under Part II of this Schedule if the notice is sent by post in a way complying with paragraph 6(4).
- (5) References in this Part of this Schedule to taking delivery of the goods include, where the terms of the bailment admit, references to giving directions as to their delivery.
- (6) This Part of this Schedule is without prejudice to the provisions of any contract requiring the bailor to take delivery of the goods.

###### *Goods accepted for repair or other treatment*

- 2 If a bailee has accepted goods for repair or other treatment on the terms (expressed or implied) that they will be re-delivered to the bailor when the repair or other treatment has been carried out, the notice may be given at any time after the repair or other treatment has been carried out.

###### *Goods accepted for valuation or appraisal*

- 3 If a bailee has accepted goods in order to value or appraise them, the notice may be given at any time after the bailee has carried out the valuation or appraisal.

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*Storage, warehousing, etc.*

- 4 (1) If a bailee is in possession of goods which he has held as custodian, and his obligation as custodian has come to an end, the notice may be given at any time after the ending of the obligation, or may be combined with any notice terminating his obligation as custodian.
- (2) This paragraph shall not apply to goods held by a person as mercantile agent, that is to say by a person having in the customary course of his business as a mercantile agent authority either to sell goods or to consign goods for the purpose of sale, or to buy goods, or to raise money on the security of goods.

*Supplemental*

- 5 Paragraphs 2, 3 and 4 apply whether or not the bailor has paid any amount due to the bailee in respect of the goods, and whether or not the bailment is for reward, or in the course of business, or gratuitous.

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