

*Status: Point in time view as at 01/02/1991.*

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

## SCHEDULES

### SCHEDULE 1

Section 12.

#### 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.

**PART II**

NOTICE OF INTENTION TO SELL GOODS

- 6 (1) A notice under section 12(3) 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) specify the date on or after which the bailee proposes to sell the goods, 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.
- (2) The period between giving of the notice and the date specified in the notice as that on or after which the bailee proposes to exercise the power of sale shall be such as will afford the bailor a reasonable opportunity of taking delivery of the goods.
- (3) If any amount is payable in respect of the goods by the bailor to the bailee, and become due before giving of the notice, the said period shall be not less than three months.
- (4) The notice shall be in writing and shall be sent by post in a registered letter, or by the recorded delivery service.
- 7 (1) The bailee shall not give a notice under section 12(3), or exercise his right to sell the goods pursuant to such a notice, at a time when he has notice that, because of a dispute concerning the goods, the bailor is questioning or refusing to pay all or any part of what the bailee claims to be due to him in respect of the goods.
- (2) This paragraph shall be left out of account in determining under section 13(1) whether a bailee of goods is entitled to sell the goods under section 12, or would be so entitled if he had given any notice required in accordance with this Schedule.

*Supplemental*

- 8 For the purposes of this Schedule, and of section 26 of the <sup>M1</sup>Interpretation Act 1889 in its application to this Schedule, the proper address of the person to whom a notice is to be given shall be—

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- (a) in the case of a body corporate, a registered or principal office of the body corporate, and
- (b) in any other case, the last known address of the person.

**Marginal Citations**

**M1** 1889 c. 63.

SCHEDULE 2

Section 17.

TRANSITIONAL

- 1 This Act shall not affect any action or arbitration brought before the commencement of this Act or any proceedings brought to enforce a decision in the action or arbitration.
- 2 Subject to paragraph 1, this Act applies to acts or omissions before it comes into force as well as to later ones, and for the purposes of the <sup>M2</sup>Limitation Act 1939, the <sup>M3</sup>Statute of Limitations (Northern Ireland) 1958, or any other limitation enactment, the cause of action shall be treated as having accrued at the time of the act or omission even if proceedings could not have been brought before the commencement of this Act.

**Marginal Citations**

**M2** 1939 c. 21.

**M3** 1958 c. 10 (N.I.)

- 3 For the purposes of this Schedule, any claim by way of set-off or counterclaim shall be deemed to be a separate action, and to have been brought on the same date as the action in which the set-off or counterclaim is pleaded.

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