

**SALE OF GOODS ACT: A COMPARATIVE STUDY BETWEEN MALAYSIA
AND UNITED KINGDOM (UK) ON THE ISSUE OF IMPLIED TERMS.**

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The students/ authors confirm that the work submitted is their own and that appropriate credit has been given where reference has been made to the work of others.

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ABSTRACT

This research project is about a comparative study on the issue of implied terms and conditions between Malaysia and United Kingdom in furtherance of the sale of goods. The latter act of United Kingdom Sale of Goods Act 1979 has itself been amended on several occasions and furthermore, added protection to the existing statutes and favours more on consumers. Therefore, the purpose of this project research is to identify the weaknesses in the Malaysian Sale of Goods Act 1957 relating to implied terms and conditions as to strengthen the buyer's right as well as to sustain with the development and provides greater protection to the buyers. In addition, this research project is trying to find a way to improve on the effect of exclusion clause which overruled the implied term provision that may abolish on the protection given to the consumers thus gives total exclusion on the liability of the sellers. This research will examine on the provisions of both statutes, that is, the Malaysian Sale of Goods Act 1957 and the United Kingdom Sale of Goods Act 1979 relating to implied terms and exclusion clause.

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CHAPTER ONE

INTRODUCTION TO THE RESEARCH

1.0 Introduction

This project paper is about Sale of Goods Act where the rights of buyers are protected under the Act. Recently, buyer protection enters with more challenging role in ensuring a fair market place, just and equitable society. The purpose of the consumerism itself is to regulate and intervene in the market in their noble cause of upholding and empowering consumers in trade. It is a major challenge to law makers in achieving a fair balance between the needs of market providers, sellers and buyers.

The legislation affecting content of a contract of sale of goods in the country is the Malaysian Sale of Goods Act 1957 (Revised 1989). The Malaysian Sale of Goods Act 1957 is a revision of 1957 Sale of Goods (Malay States) Ordinance which is previously it is applied Malay States only and not Penang and Malacca. However, later on this 1957¹ Act was extended to those states through the 1990 amendments. Originally, this 1957 Act followed English Sale of Goods 1893. There is no equivalent statute for the states of Sabah and Sarawak and the law in these two statute is governed by section 5 (2) of the Civil Act 1956 which provides that 'the law to be administered shall be the same as would be administered in England in the like case at the corresponding period.'² These two states are bound by statutes to continue to apply principles of English Law relating to sale of goods.³ The Malaysian Sale of Goods Act 1957 is based on English Sale of Goods Act 1893. United Kingdom has used to the Sale of Goods 1979. This

¹ Sale of Goods Act 1957.

² Beatrix Vohrah, Wu Min Aun, *The Commercial Law of Malaysia* (Longman Pearson Malaysia 2nd edn 2000).

³ Ibid.