



Sale of Goods Act 1979

1979 CHAPTER 54

PART IV

PERFORMANCE OF THE CONTRACT

30 Delivery of wrong quantity.

- (1) Where the seller delivers to the buyer a quantity of goods less than he contracted to sell, the buyer may reject them, but if the buyer accepts the goods so delivered he must pay for them at the contract rate.
- (2) Where the seller delivers to the buyer a quantity of goods larger than he contracted to sell, the buyer may accept the goods included in the contract and reject the rest, or he may reject the whole.

[^{F1}(2A) A buyer ^{F2}... may not—

- (a) where the seller delivers a quantity of goods less than he contracted to sell, reject the goods under subsection (1) above, or
- (b) where the seller delivers a quantity of goods larger than he contracted to sell, reject the whole under subsection (2) above,

if the shortfall or, as the case may be, excess is so slight that it would be unreasonable for him to do so.

(2B) It is for the seller to show that a shortfall or excess fell within subsection (2A) above.

(2C) Subsections (2A) and (2B) above do not apply to Scotland.]

[^{F3}(2D) Where the seller delivers a quantity of goods—

- (a) less than he contracted to sell, the buyer shall not be entitled to reject the goods under subsection (1) above,
- (b) larger than he contracted to sell, the buyer shall not be entitled to reject the whole under subsection (2) above,

unless the shortfall or excess is material.

(2E) Subsection (2D) above applies to Scotland only.]

Status: Point in time view as at 01/10/2015.

Changes to legislation: There are currently no known outstanding effects for the Sale of Goods Act 1979, Section 30. (See end of Document for details)

- (3) Where the seller delivers to the buyer a quantity of goods larger than he contracted to sell and the buyer accepts the whole of the goods so delivered he must pay for them at the contract rate.
- ^{F4}(4)
- (5) This section is subject to any usage of trade, special agreement, or course of dealing between the parties.
- [^{F5}(6) This section does not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies (but see the provision made about such contracts in section 25 of that Act).]

Textual Amendments

- F1** S. 30(2A)-(2C) inserted (3.1.1995) by 1994 c. 35, ss. 4(2), 8(2) (with s. 8(3)).
- F2** Words in s. 30(2A) omitted (1.10.2015) by virtue of Consumer Rights Act 2015 (c. 15), s. 100(5), Sch. 1 para. 19(2); S.I. 2015/1630, art. 3(g) (with art. 6(1))
- F3** S. 30(2D)(2E) inserted (3.1.1995) by 1994 c. 35, ss. 5(2), 8(2) (with s. 8(3)).
- F4** S. 30(4) repealed (3.1.1995) by 1994 c. 35, ss. 3(3), 7(2), 8(2), Sch.3 (with s. 8(3)).
- F5** S. 30(6) inserted (1.10.2015) by Consumer Rights Act 2015 (c. 15), s. 100(5), Sch. 1 para. 19(3); S.I. 2015/1630, art. 3(g) (with art. 6(1))

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