



# Sale of Goods Act 1979

## 1979 CHAPTER 54

### PART VI

#### ACTIONS FOR BREACH OF THE CONTRACT

##### *Buyer's remedies*

#### **51 Damages for non-delivery.**

- (1) Where the seller wrongfully neglects or refuses to deliver the goods to the buyer, the buyer may maintain an action against the seller for damages for non-delivery.
- (2) The measure of damages is the estimated loss directly and naturally resulting, in the ordinary course of events, from the seller's breach of contract.
- (3) Where there is an available market for the goods in question the measure of damages is prima facie to be ascertained by the difference between the contract price and the market or current price of the goods at the time or times when they ought to have been delivered or (if no time was fixed) at the time of the refusal to deliver.
- [<sup>F1</sup>(4) 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 19 of that Act).]

#### **Textual Amendments**

- F1** S. 51(4) inserted (1.10.2015) by [Consumer Rights Act 2015 \(c. 15\)](#), s. 100(5), [Sch. 1 para. 28](#); [S.I. 2015/1630](#), art. 3(g) (with art. 6(1))

**Changes to legislation:**

There are currently no known outstanding effects for the Sale of Goods Act 1979, Section 51.