



Sale of Goods Act 1979

1979 CHAPTER 54

PART VI

ACTIONS FOR BREACH OF THE CONTRACT

Buyer's remedies

52 Specific performance.

- (1) In any action for breach of contract to deliver specific or ascertained goods the court may, if it thinks fit, on the plaintiff's application, by its judgment or decree direct that the contract shall be performed specifically, without giving the defendant the option of retaining the goods on payment of damages.
 - (2) The plaintiff's application may be made at any time before judgment or decree.
 - (3) The judgment or decree may be unconditional, or on such terms and conditions as to damages, payment of the price and otherwise as seem just to the court.
 - (4) The provisions of this section shall be deemed to be supplementary to, and not in derogation of, the right of specific implement in Scotland.
- [^{F1}(5) 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. 52(5) inserted (1.10.2015) by [Consumer Rights Act 2015 \(c. 15\)](#), s. 100(5), [Sch. 1 para. 29](#); [S.I. 2015/1630](#), art. 3(g) (with art. 6(1))

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Point in time view as at 01/10/2015.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 52.