Sale of Goods Act 1979

1979 CHAPTER 54

PART VI U.K.

ACTIONS FOR BREACH OF THE CONTRACT

Buyer's remedies

53 Remedy for breach of warranty. E+W+N.I.

(1) Where there is a breach of warranty by the seller, or where the buyer elects (or is compelled) to treat any breach of a condition on the part of the seller as a breach of warranty, the buyer is not by reason only of such breach of warranty entitled to reject the goods; but he may—

    (a) set up against the seller the breach of warranty in diminution or extinction of the price, or

    (b) maintain an action against the seller for damages for the breach of warranty.

(2) The measure of damages for breach of warranty is the estimated loss directly and naturally resulting, in the ordinary course of events, from the breach of warranty.

(3) In the case of breach of warranty of quality such loss is prima facie the difference between the value of the goods at the time of delivery to the buyer and the value they would have had if they had fulfilled the warranty.

(4) The fact that the buyer has set up the breach of warranty in diminution or extinction of the price does not prevent him from maintaining an action for the same breach of warranty if he has suffered further damage.

[F1(4A) 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).]

[F2(5) This section does not apply to Scotland.]

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Sale of Goods Act 1979 (c. 54)
Part VI – Actions for Breach of the Contract
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Textual Amendments

F1   S. 53(4A) inserted (1.10.2015) by Consumer Rights Act 2015 (c. 15), s. 100(5), **Sch. 1 para. 30**; S.I. 2015/1630, art. 3(g) (with art. 6(1))

F2   S. 53(5) substituted (3.1.1995) by 1994 c. 35, ss. 7(1), 8(2), **Sch. 2 para. 5(7)** (with s. 8(3)).

Changes to legislation:
There are currently no known outstanding effects for the Sale of Goods Act 1979, Section 53.