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**Sale of Goods Act 1930 Chapter VII - Miscellaneous**

**62. Exclusion of implied terms and conditions:**

Where any right, duty or liability would arise under a contract of sale by implication of law, it may be negatived or varied by express agreement or by the course of dealing between the parties, or by usage, if the usage is such as to bind both parties to the contract.

**63. Reasonable time a question of fact:**

Where in this Act any reference is made to a reasonable time, the question what is a reasonable time is a question of fact.

**64. Auction sale:**

In the case of sale by auction--

(1) where goods are put up for sale in lots, each lot is prima facie deemed to be the subject of a separate contract of sale;

(2) the sale is complete when the auctioneer announces its completion by the fall of the hammer or in other customary manner; and, until such announcement is made, any bidder may retract his bid;

(3) a right to bid may be reserved expressly by or on behalf of the seller and, where such right is expressly so reserved, but not otherwise, the seller or any one person on his behalf may, subject to the provisions hereinafter contained, bid at the auction;

(4) where the sale is not notified to be subject to a right to bid on behalf of the seller, it shall not be lawful for the seller to bid himself or to employ any person to bid at such sale, or for the auctioneer knowingly to take any bid from the seller or

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any such person; and any sale contravening this rule may be treated as fraudulent by the buyer;

(5) the sale may be notified to be subject to a reserved or upset price;

(6) if the seller makes use of pretended bidding to raise the price, the sale is voidable at the option of the buyer.

**64A. In contracts of sale, amount of increased or decreased taxes to be added or deducted:**

(1) Unless a different intention appears from the terms of the contract, in the event of any tax of the nature described in sub-section (2) being imposed, increased, decreased or remitted in respect of any goods after the making of any contract for the sale or purchase of such goods without stipulation as to the payment of tax where tax was not chargeable at the time of the making of the contract, or for the sale or purchase of such goods tax-paid where tax was chargeable at that time,--

(a) if such imposition or increase so takes effect that the tax or increased tax, as the case may be, or any part of such tax is paid or is payable, the seller may add so much to the contract price as will be equivalent to the amount paid or payable in respect of such tax or increase of tax, and he shall be entitled to be paid and to sue for and recover such addition; and

(b) if such decrease or remission so takes effect that the decreased tax only, or no tax, as the case may be, is paid or is payable, the buyer may deduct so much from the contract price as will be equivalent to the decrease of tax or remitted tax, and he shall not be liable to pay, or be sued for, or in respect of, such deduction.

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**(2) The provisions of sub-section (1) apply to the following taxes, namely:--**

- (a) any duty of customs or excise on goods;**
- (b) any tax on the sale or purchase of goods.**

**65. Repeal: [Deleted]**

**66. Savings:**

**(1) Nothing in this Act or in any repeal effected thereby shall affect or be deemed to affect--**

- (a) any right, title, interest, obligation or liability already acquired, accrued or incurred before the commencement of this Act, or**
- (b) any legal proceedings or remedy in respect of any such right, title, interest, obligation or liability, or**
- (c) anything done or suffered before the commencement of this Act, or**
- (d) any enactment relating to the sale of goods which is not expressly repealed by this Act, or**
- (e) any rule of law not inconsistent with this Act.**

**(2) The rules of insolvency relating to contracts for the sale of goods shall continue to apply thereto, notwithstanding anything contained in this Act.**

**(3) The provisions of this Act relating to contracts of sale do not apply to any transaction in the form of a contract of sale which is intended to operate by way of mortgage, pledge, charge or other security.**

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