

**HIRE-PURCHASE AGREEMENTS (AMENDMENT)
ACT.**

Act No. 31, 1957.

An Act to limit the amount of hiring charges in certain hire-purchase agreements and otherwise to amend the law relating to hire-purchase agreements; to amend the law relating to certain contracts of insurance of goods comprised in hire-purchase agreements; for these purposes to amend the Hire-purchase Agreements Act, 1941, and certain other Acts in certain respects; and for purposes connected therewith. [Assented to, 4th May, 1957.]

**Elizabeth II,
No. 31, 1957.**

BE

Hire-purchase Agreements (Amendment) Act.

No. 31, 1957. **BE** it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows:—

Short title, citation and commencement.

1. (1) This Act may be cited as the "Hire-purchase Agreements (Amendment) Act, 1957".

(2) The Hire-purchase Agreements Act, 1941, as amended by subsequent Acts and by this Act, may be cited as the Hire-purchase Agreements Act, 1941-1957.

(3) The Police Offences Act, 1901, as amended by subsequent Acts and by this Act, may be cited as the Police Offences Act, 1901-1957.

(4) This Act shall commence upon a day to be appointed by the Governor and notified by proclamation published in the Gazette.

Amendment of Act No. 56, 1941.

2. (1) The Hire-purchase Agreements Act, 1941, as amended by subsequent Acts, is amended—

Sec. 2. (Interpretation.)

(a) (i) by inserting in subsection one of section two next before the definition of "Goods" the following new definition:—

"Banker" means—

- (a) the Rural Bank of New South Wales;
- (b) any body corporate authorised to carry on banking business under the Commonwealth Bank Act 1945 (as amended by subsequent Acts) of the Parliament of the Commonwealth of Australia; or
- (c) any body corporate for the time being specified in the First Schedule to the Banking Act 1945 (as amended by subsequent Acts) of the Parliament of the Commonwealth of Australia.

(ii)

- (ii) by inserting in subsection one of the same section next after the definition of "Hire-purchase agreement" the following new definition:—

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"Prescribed" means prescribed by this Act or by any regulation made thereunder.

- (b) by inserting at the end of subsection one of section fourteen the following new paragraph:—

Sec. 14.

(Attempt to defraud.)

A prosecution for an offence against this subsection may be commenced at any time within one year after the commission of the offence.

- (c) by inserting next after section seventeen the following new sections:—

New secs. 17A-17B.

17A. (1) In any proceedings taken in any court in respect of any difference or dispute arising out of a contract of insurance of goods (whether or not the contract includes any other class of insurance) where the premium or other the sum payable by the insured for the cover given by the contract of insurance, or any part of that premium or sum, was included as part of the purchase-price of the goods as comprised in a hire-purchase agreement, if it appears to the court that a failure by the insured to observe or perform a term or condition of the contract of insurance may reasonably be excused on the ground that the insurer was not prejudiced by the failure, the court may, unless an order excusing the failure has already been made under subsection two of this section, order that the failure be excused.

Waiver of certain breaches of contracts of insurance.

(2) Where a difference or dispute has arisen out of a contract of insurance of goods (whether or not the contract includes any other class of insurance) and the premium or other the sum payable by the insured for the cover given by the contract of insurance, or any part of that premium or sum, was included as part of the purchase-price of the goods as comprised in a hire-purchase agreement, the insured under the

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the contract of insurance or a guarantor in respect of the agreement may, unless an order excusing the failure concerned has already been made under subsection one of this section, apply—

(a) where the purchase-price of the goods so comprised exceeds two hundred and fifty pounds, to a Judge of the District Court for the district in which the insurer usually resides or carries on business; or

(b) where the purchase-price of the goods so comprised does not exceed two hundred and fifty pounds, to a court of petty sessions holden before a stipendiary magistrate sitting alone,

for an order that a failure by the insured to observe a term or condition of the contract of insurance be excused; and if it appears to the Judge or court that the failure may reasonably be excused on the ground that the insurer was not prejudiced by the failure, the Judge or court may order that the failure be excused.

(3) Where an order of the nature referred to in subsections one and two of this section has been made under either of those subsections, the rights and liabilities of all persons in respect of the contract of insurance concerned shall be determined as if the failure the subject of the order had not occurred.

Avoidance
of certain
provisions
of contracts
of
insurance.

17B. (1) Any provision in any agreement—

(a) requiring differences or disputes arising out of a contract of insurance of goods (whether or not the contract includes any other class of insurance) to be referred to arbitration;

(b) providing that no action or suit shall be maintainable upon such a contract or against the insurer in respect of any claim under, or difference or dispute arising

arising out of, such a contract unless ^{No. 31, 1957.}
the claim, difference or dispute has been
referred to arbitration or an award
pursuant to arbitration proceedings
has been first obtained;

- (c) providing that arbitration or an award pursuant to arbitration proceedings is a condition precedent to any right of action or suit upon such a contract; or
- (d) otherwise imposing by reference to arbitration or to an award made in arbitration proceedings any limitation on the right of any person to bring or maintain any action or suit upon such a contract,

shall be void and of no effect.

(2) Nothing in subsection one of this section shall—

- (a) prevent the parties to a contract of insurance of goods (whether or not the contract includes any other class of insurance) from making an agreement, after a difference or dispute has arisen out of the contract of insurance, to submit that difference or dispute to arbitration; or
- (b) render void any agreement so made.

(3) This section applies only to or in respect of a contract of insurance of goods (whether or not the contract includes any other class of insurance) where the premium or other the sum payable by the insured for the cover given by the contract of insurance, or any part of that premium or sum, was included as part of the purchase-price of the goods as comprised in a hire-purchase agreement.

(4) The provisions of this section shall have effect notwithstanding anything contained in any other Act.

(d)

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Subst.
sec. 20.Proceedings
for recovery
of possession
of goods
comprised in
a hire-
purchase
agreement.
cf. Act No. 5,
1901, s. 32.

(d) by omitting section twenty and by inserting in lieu thereof the following section:—

20. (1) Upon complaint made to a justice of the peace by the vendor under a hire-purchase agreement entered into in the State of New South Wales, or by any person acting on his behalf, claiming that the vendor is entitled to the possession of any goods which are comprised in the hire-purchase agreement and which are detained by any other person, whatever may be the value of the goods, any justice of the peace may summon the person complained of to appear before a court, and the court shall inquire into the title thereto or the possession thereof.

(2) (a) If it appears to the court hearing the case that such goods have been detained without just cause, after due notice of the claim made by the person complaining, or that the person detaining such goods has a lien or right to detain the same by way of security for the payment of money or the performance of any act by the vendor, the court may order the goods to be delivered up to the vendor either absolutely or upon tender of the amount appearing to be due by the vendor (which amount the court shall determine), or upon performance, or upon tender and refusal of the performance of the act for the performance whereof such goods are detained as security, or if such act cannot be performed then upon tender of amends for non-performance thereof (the nature or amount of which amends the court shall determine).

(b) The court shall, as part of any such order, further order and direct that, in the event of neglect or refusal to deliver up the goods according to such order, the person against whom such order is made shall forfeit to the vendor—

(i) the amount by which the purchase-price of the goods exceeds the moneys paid and other consideration provided under
the

the hire-purchase agreement by the purchaser or by any other person on his behalf, which amount the court shall determine; or

- (ii) such less amount as the court, having regard to all the circumstances of the case, may determine.

(3) Upon complaint made to a justice of the peace that any person against whom an order has been made under subsection two of this section has not delivered up the goods according to such order and has failed to pay to the vendor the amount ordered to be paid by such order, any justice of the peace may, by summons in the form prescribed, summon the person complained of to appear before a court to show cause why he should not be imprisoned in accordance with the provisions of section eighty-two of the Justices Act, 1902, as amended by subsequent Acts, and the court hearing the case may, if the order made under paragraph (b) of subsection two of this section has not been entered in the records of a small debts court pursuant to subsection four of this section and the court is satisfied that the person so summoned refuses to deliver up the goods in accordance with such order or to pay to the party aggrieved the amount ordered to be paid by such order, order that if the person so summoned does not forfeit or pay to the party aggrieved the amount referred to in the foregoing provisions of this subsection within such time as may be specified by the court in the order, the person so summoned shall be imprisoned in accordance with the provisions of section eighty-two of the Justices Act, 1902 as amended by subsequent Acts.

(4) An order made under paragraph (b) of subsection two of this section, together with any order for costs made against the defendant, shall, upon entry in the records of a small debts court as hereinafter provided, operate as an order

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order for the payment of money under the Small Debts Recovery Act, 1912, and any Act amending the same, and be enforceable as such under the provisions of those Acts. Any such order for such purpose may be entered in the records of the small debts court exercising jurisdiction at the petty sessions where the order was made in such manner as may be prescribed by rules made under those Acts and, without prejudice to the generality of the foregoing provisions of this subsection, shall thereupon, for the purposes of section forty-two of the Small Debts Recovery Act, 1912, as amended by subsequent Acts, be deemed to be a judgment given in the court in whose records it is so entered.

No order made under paragraph (b) of subsection two of this section shall be so entered where an order has been made under subsection three of this section.

(5) No order made under this section shall be any bar to the right of any person to sue the person to whose possession such goods or money come by virtue of such order, and to recover from him the goods or money so delivered or forfeited by an action commenced within six months next after the making of such order.

(6) In this section "court" means a court of petty sessions holden before a stipendiary magistrate sitting alone.

Sec. 21.
(Jurisdiction of court of petty sessions.)

(e) by inserting at the end of section twenty-one the following new subsection:—

(4) Nothing in this section shall be construed as limiting the operation of section twenty of this Act.

Amendment of Act No. 5, 1901.
Sec. 32.
(Order for the delivery to the owner of goods unlawfully detained.)
(Consequential.)

(2) The Police Offences Act, 1901, as amended by subsequent Acts, is amended by omitting subsection six of section thirty-two and by inserting in lieu thereof the following subsection:—

(6) This section does not extend to proceedings by the vendor under a hire-purchase agreement, or any person acting on his behalf, for the recovery of the possession of goods comprised in the hire-purchase agreement.

3. The Hire-purchase Agreements Act, 1941, as amended by subsequent Acts, is further amended—

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Further amendment of Act No. 56, 1941.

- (a) by omitting section twenty-three and by inserting in lieu thereof the following sections:—

Subst. sec. 23 and new sec. 23A.

23. (1) In this section “hire-purchase agreement” means hire-purchase agreement entered into after the commencement of the Hire-purchase Agreements (Amendment) Act, 1957.

Requirements relating to hire-purchase agreements.

(2) Before any hire-purchase agreement is entered into in respect of any goods, the vendor shall give or cause to be given to the prospective purchaser a written statement of the purchase-price of the goods:

cf. 1 & 2 Geo. VI, c. 53, s. 2.

Provided that where the agreement is entered into by way of acceptance by the vendor of a written offer signed by or on behalf of the purchaser, the foregoing provisions of this subsection shall be deemed not to have been complied with unless the written statement was given to the prospective purchaser before the written offer was so signed.

(3) A vendor shall not be entitled to enforce a hire-purchase agreement or any contract of guarantee relating thereto or any right to recover the goods from the purchaser, and no security given by the purchaser in respect of money payable under the hire-purchase agreement or given by a guarantor in respect of money payable under such a contract of guarantee as aforesaid shall be enforceable against the purchaser or guarantor by any holder thereof, unless the requirement specified in subsection two of this section has been complied with, and—

- (a) the agreement is in writing signed by or on behalf of the purchaser and all other parties to the agreement;

(b)

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(b) the agreement specifies—

- (i) the price at which the goods comprised in the agreement might be purchased for cash;
- (ii) where the purchase-price of the goods so comprised includes an amount to cover the expenses of delivering the goods or any of them to the purchaser, that amount as freight;
- (iii) where the purchase-price of the goods the subject of the agreement includes, in respect of goods so comprised which are a motor vehicle, an amount representing any one or more of the following, namely, any fee payable under the Motor Traffic Act, 1909, as amended by subsequent Acts, or the Transport Act, 1930, as amended by subsequent Acts, or any tax payable upon application for registration or renewal of registration of the motor vehicle or any premium charged in respect of a third-party policy within the meaning of the Motor Vehicles (Third Party Insurance) Act, 1942, as amended by subsequent Acts—that amount as registration fees;
- (iv) where the purchase-price of the goods the subject of the agreement includes an amount for insurance (not being insurance under a third-party policy within the meaning of the Motor Vehicles (Third Party Insurance) Act, 1942,

as

as amended by subsequent Acts) in respect of goods comprised in the agreement which are goods of any of the descriptions referred to in paragraphs (a), (b) and (c) of subsection two of section 26c of this Act or a television-set or prescribed goods, that amount as insurance in respect of the description of goods concerned where there is only one description of goods so comprised and, in any other case, the part of that amount which is charged as insurance in respect of each description of goods so comprised;

- (v) the total amount payable in respect of all charges other than those referred to in subparagraphs (ii), (iii) and (iv) of this paragraph; and
- (vi) the amount of the deposit provided by the purchaser in connection with the agreement.

In this subsection "charges" means the difference between the purchase-price of the goods comprised in the agreement and the price at which those goods might be purchased for cash.

(4) (a) It shall be the duty of every vendor under a hire-purchase agreement to deliver to the purchaser within twenty-eight days after the agreement is entered into—

- (i) a copy in writing of the agreement;
- (ii) a notice in writing containing a summary of the rights and privileges conferred by this Act on purchasers, which

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which summary shall be in the form for the time being contained in the Schedule to this Act; and

- (iii) where the goods comprised in the agreement comprise or include goods of any one or more of the following descriptions, namely, industrial machinery, farm equipment, motor vehicle, television set or prescribed goods, a copy of any insurance policy held by the vendor or by any person on behalf of the vendor which extends to indemnify the purchaser against loss or damage to, or against liability in respect of, goods so comprised which are of any such description or descriptions:

Provided that where the vendor is a banker and the insurance policy so held is a declaration policy, it shall be a sufficient compliance with the provisions of this subparagraph if the vendor delivers to the purchaser within the twenty-eight days aforesaid a statement setting out the terms, conditions and exclusions of the declaration policy so far as they concern or affect the purchaser in relation to the goods so comprised which are of any such description or descriptions.

In this paragraph "writing" includes such printing only as is in type not smaller than eight-point face.

(b) Any vendor who neglects or fails to comply with any of the requirements of this subsection shall be guilty of an offence and shall be liable on summary conviction to a penalty not exceeding twenty pounds.

(c) Non-compliance with this subsection does not invalidate any hire-purchase agreement.

23A. Where a hire-purchase agreement entered into after the commencement of the Hire-purchase Agreements (Amendment) Act, 1957, is in writing signed by or on behalf of the purchaser, any alteration of, or matter added to, the written document that contains the terms and conditions of the agreement after the document was so signed shall, if the alteration is an alteration of any of the matters required to be specified in the agreement by subsection three of section twenty-three of this Act or the additional matter is a matter required to be so specified or affects any matter required to be so specified, have no force or effect unless the purchaser or the agent (not being a person in the employ of the vendor or acting on behalf of the vendor in connection with the formation or conclusion of the agreement) of the purchaser has consented to the alteration or additional matter by signing or initialling the agreement in the margin thereof opposite the alteration or additional matter.

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 Certain alterations, &c., of hire-purchase agreements to be of no effect.

(b) by omitting from subsection one of section 16A the words "paragraph (a) of subsection two of section twenty-three of this Act" and by inserting in lieu thereof the words "subparagraph (i) of paragraph (b) of subsection three of section twenty-three of this Act";

Sec. 16A.
 (Restrictions on payments to owners of goods by financiers.)
 (Consequential.)

(c) by inserting next after section twenty-six the following new sections:—

New secs. 26A-26D.

26A. Where goods comprised in a hire-purchase agreement entered into after the commencement of the Hire-purchase Agreements (Amendment) Act, 1957, are, at the time when the agreement is entered into, second-hand goods, the agreement shall be void except insofar as the rights of the purchaser thereunder or arising thereout are concerned unless—

Second-hand goods.

(a) the goods are described in the agreement as second-hand goods; or

(b)

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(b) in any proceedings taken by the vendor to enforce the agreement, the court is satisfied that—

- (i) the purchaser was aware at the time when he or his agent signed the agreement that goods comprised or to be comprised therein were second-hand goods; or
- (ii) the vendor was not aware at the time when the agreement was entered into that goods comprised therein were second-hand goods.

Certain hire-purchase agreements to have regular payments of equal amount.

26B. (1) This section applies to every hire-purchase agreement entered into after the commencement of the Hire-purchase Agreements (Amendment) Act, 1957, other than a hire-purchase agreement which—

- (a) provides that instalments or payments necessary to pay the difference between the purchase-price and the deposit provided in connection with the agreement are to be made over a period exceeding one year and also provides that those instalments or payments are to be made less than nine times in any period of twelve months that forms part of the period first mentioned in this paragraph; or
- (b) provides that instalments or payments necessary to pay the difference between the purchase-price and the deposit provided in connection with the agreement are to be made only over a period of one year or less and also provides that those instalments or payments are to be made less than nine times during that period.

(2) A hire-purchase agreement to which this section applies shall provide that the instalments or payments necessary under the agreement

agreement to pay the difference between the purchase-price and the deposit provided in connection with the agreement shall—

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- (a) be made at regular weekly, fortnightly or monthly intervals and at no other intervals; and
- (b) be of equal or approximately equal amounts.

(3) A hire-purchase agreement to which this section applies entered into in contravention of subsection two of this section shall be void:

Provided that all moneys paid and the value of any other consideration provided by the purchaser under the agreement shall be recoverable as a debt due to him by the vendor.

26c. (1) In this section, "hiring charges", in relation to a hire-purchase agreement, means the difference between—

Limitation on hiring charges.

- (a) the price at which the goods comprised in the agreement might be purchased for cash together with—
 - (i) where the purchase-price includes a sum to cover the expenses of delivering the goods so comprised or any of them to the purchaser, that sum; and
 - (ii) where the purchase-price includes, in respect of goods so comprised which are a motor vehicle, an amount representing any one or more of the following, namely, any fee payable under the Motor Traffic Act, 1909, as amended by subsequent Acts, or the Transport Act, 1930, as amended

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amended by subsequent Acts, or any tax payable upon application for registration or renewal of registration of the motor vehicle or any premium charged in respect of a third-party policy within the meaning of the Motor Vehicles (Third Party Insurance) Act, 1942, as amended by subsequent Acts, that amount; and

(iii) where the vendor is not bound by the provisions of the Stamp Duties Act, 1920, as amended by subsequent Acts, and the purchase-price includes an amount representing the whole or any part of the stamp duty chargeable on the agreement under that Act, that amount; and

(iv) where the purchase-price includes an amount for insurance (not being insurance under a third-party policy within the meaning of the Motor Vehicles (Third Party Insurance) Act, 1942, as amended by subsequent Acts) in respect of goods so comprised which are goods of any of the descriptions referred to in paragraphs (a), (b) and (c) of subsection two of this section or a television-set or prescribed goods, that amount, and

(b) the purchase-price of the goods so comprised.

(2)

(2) The hiring charges in relation to a hire-purchase agreement to which section 26B of this Act applies shall not, when calculated as a rate per centum per annum in accordance with the formula set out in this subsection, exceed a rate per annum of—

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- (a) where the goods comprised in the agreement, not being second-hand goods at the time when the agreement is entered into, are any one or more of the following only, namely, industrial machinery, farm equipment or a motor vehicle (other than a motor cycle)—seven per centum;
- (b) where the goods comprised in the agreement, being second-hand goods at the time when the agreement is entered into, are any one or more of the following only, namely, industrial machinery, farm equipment or a motor vehicle (other than a motor cycle)—nine per centum;
- (c) where the goods comprised in the agreement are a motor cycle—nine per centum;
- (d) where the goods comprised in the agreement are goods which are not of any of the descriptions in respect of which a rate is fixed by or under paragraph (a) or (b) or (c) of this subsection—ten per centum;
- (e) where the goods comprised in the agreement include goods of the description or of any one or more of the descriptions referred to in one of the above paragraphs of this subsection and also goods of the description or of any one or more of the descriptions referred to in one or more of the
other

other such paragraphs—the lower or lowest, as the case may be, of the amounts per centum prescribed by the above paragraphs in respect of a description of goods so comprised.

The rate referred to in the foregoing provisions of this subsection shall be calculated in accordance with the following formula:—

$$R = \frac{100 \times C}{T \times P}$$

where

R represents the hiring charges calculated as a rate per centum per annum.

C represents the amount of hiring charges expressed in pounds and fractions of pounds.

T represents the time that elapses between the date fixed by or under the agreement for the making of the first instalment or payment and the date fixed by or under the agreement for the making of the last instalment or payment, together with—

- (i) one week where the instalments or payments are payable under the agreement at regular weekly intervals;
- (ii) two weeks where the instalments or payments are payable under the agreement at regular fortnightly intervals;
- (iii) one month where the instalments or payments are payable under the agreement at regular monthly intervals,

expressed in years and fractions of years.

P

P represents the difference between the price at which the goods comprised in the agreement might be purchased for cash and the amount of the deposit provided by the purchaser, together with—

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- (i) where the purchase-price includes a sum to cover the expenses of delivering the goods so comprised or any of them to the purchaser, that sum; and
 - (ii) where the purchase-price includes, in respect of goods so comprised which are a motor vehicle, an amount representing any one or more of the following, namely, any fee payable under the Motor Traffic Act, 1909, as amended by subsequent Acts, or the Transport Act, 1930, as amended by subsequent Acts, or any tax payable upon application for registration or renewal of registration of the motor vehicle or any premium charged in respect of a third-party policy within the meaning of the Motor Vehicles (Third Party Insurance) Act, 1942, as amended by subsequent Acts, that amount; and
 - (iii) where the vendor is not bound by the provisions of the Stamp Duties Act, 1920, as amended by subsequent Acts, and the purchase-price includes an amount representing the whole or any part of the stamp duty chargeable on the agreement under that Act, that amount; and
- (iv)

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(iv) where the purchase-price includes an amount for insurance (not being insurance under a third-party policy within the meaning of the Motor Vehicles (Third Party Insurance) Act, 1942, as amended by subsequent Acts) in respect of goods so comprised which are goods of any of the descriptions referred to in paragraphs (a), (b) and (c) of this subsection or a television-set or prescribed goods, that amount,

expressed in pounds and fractions of pounds.

(3) (a) A hire-purchase agreement to which section 26B of this Act does not apply and which is entered into after the commencement of the Hire-purchase Agreements (Amendment) Act, 1957, shall contain, immediately above the place provided for the signature of the purchaser or his agent or the place at which the purchaser or his agent signs the agreement, a statement in writing as follows:—

The hiring charges under this agreement are not controlled by the Hire-purchase Agreements Act, 1941, as amended.

(b) In this subsection “writing” includes such printing only as is in capital letters and in type not smaller than eight-point face.

(4) A hire-purchase agreement—

(a) to which section 26B of this Act applies and which is entered into in contravention of subsection two of this section; or

(b)

- (b) to which section 26B of this Act does not apply and which is entered into after the commencement of the Hire-purchase Agreements (Amendment) Act, 1957, in contravention of subsection three of this section, No. 31, 1957.

shall be void:

Provided that all moneys paid and the value of any other consideration provided by the purchaser under the agreement shall be recoverable as a debt due to him by the vendor.

26D. (1) The Governor may, for the purposes of subsection three of this section, make regulations prescribing rates for insurance in respect of any class or classes of goods. Rates of insurance.

In the exercise of the power conferred by the foregoing provisions of this subsection, but without limiting the generality of that power, the regulations may provide—

- (a) different rates for insurance in respect of different classes of goods;
- (b) different rates in respect of different parts of the State;
- (c) rates on a sliding scale;
- (d) rates according to or upon any specified principle or criterion.

(2) The power conferred by subsection one of this section shall be deemed to be validly exercised by a regulation which prescribes any such rates as are referred to in that subsection by reference to a list, scale or table of insurance rates referred to in the regulations and issued by a body or association which the Governor considers to be representative of insurance companies carrying on business of the class to which the list, scale or table relates.

(3) Where the purchase-price of goods the subject of a hire-purchase agreement includes an amount for insurance in respect of goods

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goods comprised in the hire-purchase agreement which are goods of a class in respect of which rates of insurance are, at the time when the agreement is entered into, prescribed under this section and that amount exceeds the amount that would have been payable for insurance in respect of the goods so comprised had those goods been insured in accordance with those rates, the agreement shall be void:

Provided that all moneys paid and the value of any other consideration provided by the purchaser under the agreement shall be recoverable as a debt due to him by the vendor.

New sec.
29A.

(d) by inserting in Part III next after section twenty-nine the following new section:—

Regulations.

29A. (1) The Governor may make regulations, not inconsistent with the provisions of Part II of this Act or of this Part, prescribing all matters which are required or permitted to be prescribed by those provisions or which are necessary or convenient to be prescribed for carrying out or giving effect to those provisions.

(2) All regulations made under Part II of this Act or this Part shall—

- (a) be published in the Gazette;
- (b) take effect from the date of publication or from a later date to be specified in the regulations; and
- (c) be laid before both Houses of Parliament within fourteen sitting days after publication thereof if Parliament is in session, and if not, then within fourteen sitting days after the commencement of the next session.

If either House of Parliament passes a resolution of which notice has been given at any time within fifteen sitting days after such regulations have been laid before such House disallowing any regulation or part thereof, such regulation or part shall thereupon cease to have effect.

4. The Hire-purchase Agreements Act, 1941, as amended by subsequent Acts, is further amended—

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Further amendment of Act No. 56, 1941.

- (a) by omitting from subsection two of section thirty the definition of "Banker"; Sec. 30. (Definitions.)
- (b) (i) by omitting from paragraph (a) of subsection one of section thirty-one the words "purchase price" and by inserting in lieu thereof the word "cash-price"; Sec. 31. (Minimum deposits.)
- (ii) by omitting from paragraph (i) of the same subsection the word "purchase-price" and by inserting in lieu thereof the word "cash-price";
- (iii) by omitting from paragraph (ii) of the same subsection the word "purchase-price" and by inserting in lieu thereof the word "cash-price";
- (iv) by inserting at the end of the same subsection the following words:—

In this subsection "cash-price" means the price at which the goods the subject of the agreement might be purchased for cash.
- (v) by inserting at the end of the same section the following new subsection:—

(3) A hire-purchase agreement entered into after the commencement of the Hire-purchase Agreements (Amendment) Act, 1957, in contravention of this section shall be void:

Provided that all moneys paid and the value of any other consideration provided by the purchaser under the agreement shall be recoverable as a debt due to him by the vendor
- (e) by omitting from section thirty-three the words and symbols "(other than the Rural Bank of New South Wales or any body corporate authorised to carry on banking business under the Sec. 33. (Deposits not to be by way of loan.)

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the Commonwealth Bank Act 1945 or the Banking Act 1945 of the Parliament of the Commonwealth of Australia or under any amendment of those Acts)" and by inserting in lieu thereof the words ", other than a banker,";

Sec. 35.
(Certain advertisements prohibited.)

(d) by omitting section thirty-five;

Sec. 37.
(Hire-purchase agreement in contravention of Part.)

(e) by omitting from subsection one of section thirty-seven the word "Where" and by inserting in lieu thereof the words "Except as provided in subsection three of section thirty-one of this Act, where";

Sec. 39.
(Regulations.)

(f) by omitting from subsection two of section thirty-nine the word "case" and by inserting in lieu thereof the word "cease".

Certain provisions of Hire-purchase Agreements Act, 1941-1955, and Police Offences Act, 1901-1951, to continue in force.

5. (1) Notwithstanding anything contained in any other section of this Act, the provisions of section twenty-three of the Hire-purchase Agreements Act, 1941-1955, shall continue to apply to and in respect of any hire-purchase agreement entered into before the commencement of this Act, and in respect of any such agreement the amendment made by paragraph (b) of section three of this Act shall be deemed not to have been made.

(2) Notwithstanding anything contained in this Act the provisions of section twenty of the Hire-purchase Agreements Act, 1941-1955, and of section thirty-two of the Police Offences Act, 1901-1951, as applied to hire-purchase agreements by the said section twenty shall continue in force as respects any proceedings commenced before the commencement of this Act under those provisions for the recovery of possession of goods comprised in a hire-purchase agreement, and the provisions of section twenty of the Hire-purchase Agreements Act, 1941-1957, and of subsection six of section thirty-two of the Police Offences Act, 1901-1957, shall not be in force as respects any such proceedings.

SUPPLY