
CHAPTER 201

THE HIRE-PURCHASE ACT

Arrangement of Sections

Section

1. Short title.
2. Interpretation.
3. Application of Act.
4. Requirements relating to hire-purchase agreements.
5. Requirements relating to credit-sale agreements.
6. Right of hirer to determine hire-purchase agreement.
7. Avoidance of certain provisions.
8. Duty of owners and sellers to supply documents and information.
Duty of hirer to give information as to whereabouts of goods.
10. Conditions and warranties to be implied in hire-purchase agreements.
11. Appropriation of payments made in respect of hire-purchase agreements.
12. Evidence of adverse detention in actions by owners to recover possession of the goods.
13. Owner may only recover goods by action where seventy per cent of hire-purchase price paid.
14. Power of court in certain actions by owners to recover possession of the goods.
15. Effect of postponement of operation of an order for specific delivery of goods to the owner.
16. Successive hire-purchase agreements between same parties.
17. Provisions as to bankruptcy of hirer.
18. Where less than seventy per cent of hire-purchase price is paid owner to give notice before enforcing his right to recover possession of goods if failure to pay instalment is only breach.
19. Hirer's refusal to surrender goods not to be conversion in certain cases.

20. Obstruction.
21. Installation charges.
22. Application of Act to existing agreements.

SCHEDULE

HIRE-PURCHASE

An Act to provide for the regulation of hire-purchase and sale upon credit of Goods and for matters incidental thereto.

(26th February, 1987.)

7/1987.

1. (1) This Act may be cited as the Hire-Purchase Act. **Short title.**

2. In this Act—

Interpretation.

"action" includes counterclaim and set-off;

"buyer" means a person who buys or agrees to buy goods;

"contract of guarantee" means, in relation to a hire-purchase or credit-sale agreement, a contract made at the request, express or implied, of the hirer or buyer to guarantee the performance of the hirer's or buyer's obligations under the hire-purchase agreement or credit-sale agreement, and the expression "guarantor" shall be construed accordingly;

"credit-sale agreement" means an agreement for the sale of goods under which the purchase price is payable by five or more instalments;

"delivery" means voluntary transfer of possession from one person to another;

"goods" includes all chattels personal other than things in action and money; the term includes emblements, industrial growing crops, and things attached to or forming part of the land, which are agreed to be severed before sale or under the contract of sale;

“hire-purchase agreement” means an agreement for the bailment of goods under which the bailee may buy the goods or under which the property in goods will or may pass to the bailee, and where by virtue of two or more agreements, none of which by itself constitutes a hire-purchase agreement, there is a bailment of goods and either the bailee may buy the goods, or the property therein will or may pass to the bailee, the agreements shall be treated for the purposes of this Act as a single agreement made at the time when the last of the agreements was made:

“hire-purchase price” means the total sum payable by the hirer under a hire-purchase agreement in order to complete the purchase of goods to which the agreement relates, exclusive of any sum payable as a penalty or as compensation or damages for a breach of the agreement and includes any sum payable by the hirer under a hire-purchase agreement by way of a deposit or other initial payment or credited or to be credited to him under such an agreement on account of any such deposit or payment, whether that sum is to be or has been paid to the owner or to any other person or is to be or has been discharged by a payment of money or by the transfer or delivery of goods or by any other means;

“hirer” means the person who takes or has taken goods from an owner under a hire-purchase agreement and includes a person to whom the hirer’s rights or liabilities under the agreement have passed by assignment or by operation of law;

“owner” means the person who proposes to let, or has let goods to a hirer under a hire-purchase agreement and includes a person to whom the owner’s property in the goods or any of the owner’s rights or liabilities under the agreement has passed by assignment or by operation of law;

“property” means the general property in goods, and not merely a special property;

“sale” includes a bargain and sale, as well as a sale delivery;

“seller” means a person who sells or agrees to sell goods;

“total purchase price” means the total sum payable by the buyer under a credit-sale agreement, exclusive of any sum payable as a penalty or as compensation or damages for a breach of the agreement;

“warranty” means an agreement with reference to goods which are the subject of a contract of sale, but collateral to the main purpose of such contract, the breach of which gives rise to a claim for damages but not a right to reject the goods and treat the contract as repudiated.

(2) Where an owner has agreed that any part of the hire-purchase price may be discharged otherwise than by the payment of money, such a discharge is deemed for the purpose of sections 6 and 8 to be a payment of that part of the purchase price.

3. This Act applies to all hire-purchase agreements and credit-sale agreements under which the hire purchase price or total purchase price, does not exceed the sum of twenty thousand dollars. **Application of Act.**

4. (1) Before a hire-purchase agreement is entered into in respect of any goods, the owner shall state in writing to the prospective hirer, otherwise than in the note or memorandum of the agreement, a price at which the goods may be purchased for cash (in this section referred to as the “cash price”). **Requirements relating to hire-purchase agreements.**

(2) An owner is deemed to have complied with subsection (1)—

(a) if the hirer has inspected the goods or like goods and at the time of his inspection tickets or labels were attached to or displayed with the goods clearly stating

the cash price, either of the goods as a whole or of all the different articles or sets of articles comprised therein; or

(b) if the hirer has selected the goods by reference to a catalogue, price list, or advertisement, which clearly stated the cash price either of the goods as a whole or of all the different articles or sets of articles comprised therein.

(3) An owner is not entitled to enforce a hire-purchase agreement or any contract of guarantee relating thereto or any right to recover the goods from the hirer, and no security given by the hirer 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 is enforceable against the hirer or guarantor by any holder thereof, unless subsection (1) has been complied with, and—

(a) a note or memorandum of the agreement is made and signed by the hirer and by or on behalf of all other parties to the agreement;

(b) the note or memorandum contains a statement of the hire-purchase price and of the cash price of the goods to which the agreement relates and of the amount of each of the instalments by which the hire-purchase price is to be paid and of the date, or the mode of determining the date, upon which each instalment is payable, and contains a list of the goods to which the agreement relates sufficient to identify them;

(c) the note or memorandum contains a notice, which is at least as prominent as the rest of the contents of the note or memorandum, in the terms prescribed in the Schedule; and

(d) a copy of the note or memorandum is delivered or sent to the hirer at his address as contained in the agreement within seven days of the making of the agreement.

Schedule.

(4) Where in an action the court is satisfied that a failure to comply with subsection (1) or with paragraph (b), (c) or (d) of subsection (3) has not prejudiced the hirer; and that it would be just and equitable to dispense with compliance,

the court may, subject to any conditions that it thinks fit to impose, dispense with such compliance for the purpose of the action.

5. (1) Before making a credit-sale agreement under which the total purchase price exceeds two hundred dollars, the seller shall state in writing to the prospective buyer, otherwise than in the note or memorandum of the agreement, a price at which the goods may be purchased for cash (in this section referred to as the "cash price").

Requirements relating to credit-sale agreements.

(2) A seller is deemed to have complied with subsection (1)—

(a) if the buyer has inspected the goods or like goods and at the time of his inspection tickets or labels were attached to or displayed with the goods clearly stating the cash price, either of the goods as a whole or of all the different articles or sets of articles comprised therein; or

(b) if the buyer has selected the goods by reference to a catalogue, price list or advertisement which clearly stated the cash price either of the goods as a whole or of all the different articles or sets of articles comprised therein.

(3) A person who has sold goods by a credit-sale agreement under which the total purchase price exceeds two hundred dollars is not entitled to enforce the agreement or any contract of guarantee relating thereto, and no security given by the buyer in respect of money payable under the credit-sale agreement or given by a guarantor in respect of money payable under such a contract of guarantee is enforceable against the buyer or guarantor by any holder thereof, unless subsection (1) has been complied with, and—

(a) a note or memorandum of the agreement is made and signed by the buyer and by or on behalf of all other parties to the agreement;

(b) the note or memorandum contains a statement of the total purchase price and of the cash price of the goods to which the agreement relates and of the amount of each of the instalments by which the total purchase

price is to be paid and of the date, or the mode of determining the date, upon which each instalment is payable, and contains a list of the goods to which the agreement relates sufficient to identify them; and

(c) a copy of the note or memorandum is delivered or sent to the buyer at his address as contained in the agreement within seven days of the making of the agreement.

(4) Where in *an* action the court is satisfied that a failure to comply with subsection (1) or with paragraph (b) or (c) of subsection (3) has not prejudiced the buyer and that it would be just and equitable to dispense with compliance, the court may, subject to any conditions that it thinks fit to impose, dispense with such compliance for the purpose of the action.

Right of hirer to determine hire-purchase agreements.

6. (1) A hirer, at any time before the final payment under a hire-purchase agreement falls due, is entitled to determine the agreement by giving notice of termination in writing to any person entitled or authorised to receive the sums payable under the agreement, and at the same time or prior thereto shall deliver the goods to the owner, and, on determining the agreement under this section, is liable, without prejudice to any liability which has accrued before the termination, to pay the amount, if any, due in respect of the hire-purchase price immediately before the termination, or such lesser amount as may be specified in the agreement.

(2) Where a hirer gives notice of termination of a hire-purchase agreement without delivering the goods as required by this section such notice is of no effect and the hire-purchase agreement remains in force.

(3) Where a hire-purchase agreement has been determined under this section, the hirer, if he has failed to take reasonable care of the goods is liable to pay damages for the failure.

(4) Nothing in this section prejudices any right of a hirer to determine a hire-purchase agreement otherwise than by virtue of this section.

7. Any provision in an agreement—

Avoidance of
certain
provisions.

(a) whereby an owner or any person acting on his behalf is authorised to enter forcibly upon any premises for the purpose of taking possession of goods which have been let under a hire-purchase agreement, or is relieved from liability for any such forcible entry;

(b) whereby the right conferred on a hirer by this Act to determine the hire-purchase agreement is excluded or restricted;

(c) whereby the right conferred on a hirer by this Act to remedy the breach of a hire-purchase agreement in accordance with this Act is excluded or restricted or whereby any liability in addition to any liability imposed by this Act is imposed on a hirer by reason of the continuation of the hire-purchase agreement under this Act;

(d) whereby a hirer, after the determination of the hire-purchase agreement or the bailment in any manner whatsoever, is subject to a liability which exceeds the liability to which he would have been subject if the agreement had been determined by him under this Act;

(e) whereby any person acting on behalf of an owner or seller in connection with the formation or conclusion of a hire-purchase or credit-sale agreement is treated as or deemed to be the agent of the hirer or the buyer; or

(f) whereby an owner or seller is relieved from liability for the acts or defaults of any person acting on his behalf in connection with the formation or conclusion of a hire-purchase agreement or credit-sale agreement,

is void.

8. (1) At any time before the final payment has been made under a hire-purchase or credit-sale agreement, the owner or seller, within seven days after receiving a request in writing together with the sum of two dollars for expenses from the hirer or buyer shall supply to the hirer or buyer at an address given in the request a copy of any memorandum or note of the agreement, together with a statement signed by the owner or seller or his agent showing—

Duty of owners
and sellers to
supply documents
and information.

LAWS OF ANTIGUA AND BARBUDA

CAP. 201)

Hire-Purchase

(a) the amount paid by or on behalf of the hirer or buyer;

(b) the amount which has become due under the agreement but remains unpaid, and the date upon which each unpaid instalment became due, and the amount of each such instalment; and

(c) the amount which is to become payable under the agreement, and the date or the mode of determining the date upon which each future instalment is to become payable, and the amount of each such instalment.

(2) The owner or seller is deemed to have complied with subsection (1) if he delivers the copy of the memorandum or note of agreement and the statement, or sends the same by registered post to the hirer or buyer at the address given in the request, and where no address is given, the owner or seller is deemed to have complied with subsection (1) if he delivers the copy of the memorandum or note or agreement and the statement, or sends the same by registered post to the hirer or buyer at his address given in the hire-purchase agreement.

(3) Where the owner or seller fails without reasonable cause to comply with subsection (1), then, while the default continues—

(a) no person is entitled to enforce the agreement against the hirer or buyer or to enforce any contract of guarantee relating to the agreement, and, in the case of a hire-purchase agreement, the owner is not entitled to enforce any right to recover the goods from the hirer; and

(b) no security given by the hirer or buyer in respect of money payable under the agreement or given by a guarantor in respect of money payable under such a contract of guarantee is enforceable against the hirer or buyer or the guarantor by any holder thereof.

(4) A person who fails without reasonable cause to comply with subsection (1) for a period of one month, is liable on summary conviction to a fine of five hundred dollars.

9. (1) Where under a hire-purchase agreement a hirer has a duty to keep the goods comprised in the agreement in his possession or control, the hirer shall, on receipt of a request in writing from the owner, inform the owner where the goods are at the time when the information is given, or, if it is sent by post, at the time of posting.

Duty of hirer to give information as to whereabouts of goods.

(2) A hirer who fails without reasonable cause to give the information required to be given by subsection (1) within fourteen days of the receipt of the notice, or who gives any information for the purposes of subsection (1) which he knows or has reasonable cause to believe is false, is liable on summary conviction to a fine of five hundred dollars.

10. (1) In every hire-purchase agreement there is—

Conditions and warranties to be implied in hire-purchase agreements.

(a) an implied warranty that the hirer shall have and enjoy quiet possession of the goods;

(b) an implied condition on the part of the owner that he has a right to sell the goods at the time when the property is to pass;

(c) an implied warranty that the goods are free from any charge or encumbrance in favour of any third party at the time when the property is to pass;

(d) except where the goods are let as second hand goods and the note or memorandum of the agreement made in pursuance of section 4 contains a statement to that effect, an implied condition that the goods are of merchantable quality; but no such condition is implied by virtue of this paragraph as regards defects of which the owner could not reasonably have been aware at the time when the agreement was made, or, if the hirer has examined the goods or a sample thereof, as regards defects which the examination ought to have revealed.

(2) Where the hirer expressly or by implication makes known the particular purpose for which the goods are required, there is an implied condition that the goods are reasonably fit for such purpose.

(3) The warranties and conditions set out in subsection (1) are implied notwithstanding any agreement to the

contrary and the owner is not entitled to rely on any provision in the agreement excluding or modifying the condition set out in subsection (2) unless he proves that before the agreement was made the provision was brought to the notice of the hirer and its effect made clear to him.

(4) Nothing in this section prejudices the operation of any other enactment or rule of law whereby a condition or warranty is to be implied in a hire-purchase agreement.

Appropriation of payments made in respect of hire-purchase agreements.

11. A hirer who is liable to make payments in respect of two or more hire-purchase agreements to the same owner, notwithstanding any agreement to the contrary, is entitled, on making any payment in respect of the agreements which is not sufficient to discharge the total amount then due under all the agreements to appropriate the sum so paid by him in or towards the satisfaction of the sum due under any one of the agreements, or in or towards the satisfaction of the sums due under any two or more of the agreements in such proportions as he thinks fit, and if he fails to make any such appropriation, the payment shall by virtue of this section be appropriated towards the satisfaction of the sums due under the respective hire-purchase agreements in the proportions which those sums bear to one another.

Evidence of adverse detention in actions by owners to recover possession of the goods.

12. (1) Where, in an action by an owner to enforce a right to recover possession of goods which have been let under a hire-purchase agreement the owner proves that before the commencement of the action and after the right to recover possession of the goods accrued the owner made a request in writing to the hirer to surrender the goods, the hirer's possession of the goods is deemed to be adverse to the owner for the purpose of the owner's claim to recover possession.

(2) Nothing in this section affects a claim for damages for conversion.

Owner may only recover goods by action where seventy per cent of hire-purchase price paid.

13. (1) Where goods have been let under a hire-purchase agreement and seventy per cent of the hire-purchase price has been paid, whether in pursuance of a judgment or otherwise, or tendered by or on behalf of the hirer or any guarantor, the owner shall not enforce any right to recover possession of the goods otherwise than by action.

(2) If an owner recovers possession of goods in contravention of subsection (1), the hire-purchase agreement, if not previously determined, shall determine, and—

(a) the hirer is released from all liability under the agreement and is entitled to recover from the owner, in an action for money had and received, all sums paid by the hirer under the agreement or under any security given by him in respect thereof; and

(b) any guarantor is entitled to recover from the owner, in an action for money had and received, all sums paid by him under the contract of guarantee or under any security given by him in respect thereof.

(3) This section does not apply where the hirer has determined the agreement or the bailment by virtue of any right vested in him.

14. (1) Where, in a case to which section 13 applies, an owner commences an action to enforce a right to recover possession of goods from a hirer after seventy per cent of the hire-purchase price has been paid or tendered, the action shall be commenced in the Magistrate's Court, and after the action has been commenced the owner shall not take any step to enforce payment of any sum due under the hire-purchase agreement or under any contract of guarantee relating thereto, except by claiming the sum in the said action.

Powers of court in certain actions by owners to recover possession of the goods.

(2) Subject to such exceptions as may be provided for by rules made under the Magistrate's Code of Procedure Act, all the parties to the agreement and any guarantor shall be made parties to the action. **Cap. 255.**

(3) Pending the hearing of the action the court shall have power upon the application of the owner, to make such orders as the court thinks just for the purpose of protecting the goods from damage or depreciation, including orders restricting or prohibiting the user of the goods or giving directions as to their custody.

(4) A person who fails to comply with any requirements of an order under subsection (3) is liable on summary conviction of a fine of five hundred dollars.

(5) On the hearing of the action the court may, without prejudice to any other power—

(a) make an order for the specific delivery of all the goods to the owner;

(b) make an order for the specific delivery of all the goods to the owner and postpone the operation of the order on condition that the hirer or any guarantor pays the unpaid balance of the hire-purchase price at such times and in such amounts as the court, having regard to the means of the hirer and of any guarantor, thinks just, and, subject to the fulfilment of such other conditions by the hirer or a guarantor as the court thinks just; or

(c) make an order for the specific delivery of a part of the goods to the owner and for the transfer to the hirer of the owner's title to the remainder of the goods.

(6) No order shall be made under subsection (5) (b) unless the hirer satisfies the court that the goods are in his possession or control at the time when the order is made.

(7) The court shall not make an order transferring to the hirer the owner's title to a part of the goods unless it is satisfied that the amount which the hirer has paid in respect of the hire-purchase price exceeds the price of that part of the goods by at least one-third of the unpaid balance of the hire-purchase price.

(8) Where in an action under section 13 in accordance with rules of court the hirer makes an offer to repay the unpaid balance of the purchase price on terms and conditions that are accepted by the owner, the court may make an order under subsection (5)(b) in accordance with the hirer's offer without hearing evidence as to the matter set out in subsection (5)(b) or in subsection (6).

(9) No order under subsection (8) shall be made before the date fixed for the hearing of the action where a guarantor is a party to the action.

(10) Where damages have been awarded against the owner in the proceedings the court may treat the hirer as

having paid in respect of the hire-purchase price, in addition to the actual amount paid, the amount of the damages, or such part thereof as the court thinks fit, and thereupon the damages shall accordingly be remitted either in whole or in part.

(11) In this section, the expression—

“order for the specific delivery of the goods to the owner” means an order for delivery of the goods to the owner, without giving the hirer an option to pay their value;

“price” in relation to any goods means such part of the hire-purchase price as is assigned to those goods by the note or memorandum of the hire-purchase agreement, or, if no such assignment is made, such part of the hire-purchase price as the court may determine.

(12) Where before the hearing of an action to which this section applies the owner recovers possession of a part of the goods, the references in subsection (5) to all the goods shall be construed as references to all the goods which the owner has not recovered, and, if the parties have not agreed upon an adjustment of the hire-purchase price in respect of the goods so recovered, the court may for the purposes of subsection (5) (b) and (c) make such reduction of the hire-purchase price and of the unpaid balance thereof as the court thinks just.

(13) Where an owner recovers a part of the goods let under a hire-purchase agreement, and the recovery was effected in contravention of section 13, this section does not apply in relation to any action by the owner to recover the remainder of the goods.

(14) A Magistrate's Court shall have jurisdiction to hear and determine an action referred to in subsection (1) notwithstanding that the hire-purchase price of the goods claimed in such action exceeds fifteen hundred dollars, and, subject as hereinafter provided, the provisions of the Magistrate's Code of Procedure Act, including the provisions relating to

appeals, and of any rules made thereunder shall apply in respect of every such action as they apply in respect of actions which a Magistrate's Court is authorised to hear and determine under that Act.

(15) The application of the provisions of the Magistrate's Code of Procedure Act and of any rules made thereunder in respect of any action referred to in subsection (1) shall be subject to the provisions of this Act.

Effect of postponement of operation of an order for specific delivery of goods to the owner.

15. (1) While the operation of an order for the specific delivery of goods to the owner is postponed under section 14, the hirer is deemed to be a bailee of the goods under and on the terms of the hire-purchase agreement, and

(a) no further sum is payable by the hirer or a guarantor on account of the unpaid balance of the hire-purchase price, except in accordance with the terms of the order; and

(b) the court may make such further modification of the terms of the hire-purchase agreement and of any contract of guarantee relating thereto as the court consider necessary having regard to the variation of the terms of payment.

(2) Where an order for the specific delivery of the goods to the owner is postponed and the hirer or a guarantor fails to comply with any condition of the postponement, or with any term of the agreement as varied by the court, or wrongfully disposes of the goods, the owner shall take no civil proceedings against the hirer or guarantor other than making an application to the court by which the order was made, except that in the case of a breach of any condition relating to the payment of the unpaid balance of the hire-purchase price, it is not necessary for the owner to apply to the court for leave to execute the order unless the court has so directed.

(3) When the unpaid balance of the hire-purchase price has been paid in accordance with the terms of the order, the owner's title to the goods shall vest in the hirer.

(4) The court may at any time during the postponement of the operation of an order—

(a) vary the conditions of the postponement and make such further modification of the hire-purchase agreement and of any contract of guarantee relating thereto as the court considers necessary having regard to the variation of the conditions of the postponement;

(b) revoke the postponement; or

(c) make an order, in accordance with section 14, for the specific delivery of a part of the goods to the owner and for the transfer to the hirer of the owner's title to the remainder of the goods.

(5) Where an order is made under section 14(5) (b), the powers of the court under subsection (4)(a) and (c) of this section may be exercised, notwithstanding that any condition of the postponement has not been complied with, at any time before the goods are delivered to the owner in accordance with a warrant issued in pursuance of the order; and where such a warrant has been issued the court shall—

(a) if the court varies the conditions of the postponement under subsection (4)(a), suspend the warrant on the like conditions;

(b) if the court makes an order under subsection (4)(c) for the specific delivery of a part of the goods to the owner and for the transfer to the hirer of the owner's title to the remaining part of the goods, cancel the warrant so far as it provides for the delivery of the last mentioned part of the goods.

(6) Where a warrant referred to in subsection (5) has been issued, in so far as it provides for the delivery of the goods the warrant may be discharged at any time before delivery of the goods to the owner, by the payment to the owner by the hirer or guarantor of the whole of the unpaid balance of the hire-purchase price, and the owner's title to the goods shall thereupon vest in the hirer.

16. Where goods have been let under a hire-purchase agreement and after seventy per cent of the hire-purchase price has been paid or tendered the owner makes a further hire-purchase agreement with the hirer comprising those goods, sections 13 and 14 shall have effect in relation to that further agreement as from the commencement thereof.

Successive hire-purchase agreements between the same parties.

Provisions as to
bankruptcy of
hirer.

Cap.41.

Where less than
seventy per cent
of hire-purchase
price is paid
owner to give
notice before
enforcing his
right to recover
possession of
goods if failure
to pay
instalments is
only breach.

17. Where, under the powers conferred by this Act, the court has postponed the operation of an order for the specific delivery of goods to any person, the goods shall not, during the postponement, be treated as goods which are by the consent or permission of that person in the possession, order or disposition of the hirer for the purposes of section 40 of the Bankruptcy Act.

18. (1) Where, whether in pursuance of a judgment or otherwise, less than seventy per cent of the hire-purchase price has been paid or tendered by or on behalf of the hirer or a guarantor on goods let under a hire-purchase agreement, and the hirer's only breach is failure to pay any instalment of the hire-purchase price which is then due, the owner may not enforce a right to recover possession of the goods without giving to the hirer twenty-one clear days notice of his intention to do so.

(2) The notice referred to in subsection (1) shall be in writing and shall state the amount of the hire-purchase price which is then due and unpaid, and shall further state that it is the intention of the owner, on the expiration of twenty-one clear days after the notice has been given to the hirer, to enforce his right to recover possession of the goods unless the hirer has previously made good his default.

(3) Where within twenty-one clear days after a notice under subsection (1) has been given the hirer pays to the owner all instalments of the hire-purchase price due at the date of the notice the hire-purchase agreement continues in force as if the breach stated in the notice had never occurred.

(4) For the purposes of this section, a notice is deemed to have been given if it is directed to the hirer, and delivered at, or despatched by registered letter to, his address as mentioned in the hire-purchase agreement.

(5) Where an owner recovers possession of goods in contravention of subsection (1), section 13 (2) applies as it applies where an owner recovers possession of goods in contravention of section 13 (1).

(6) This section does not apply where the hirer has determined the agreement or the bailment by virtue of any right vested in him.

19. Where a hirer refuses to give up possession of goods to an owner whose right to recover the goods is subject by virtue of this Act, to any restriction, the hirer is not liable to the owner for conversion of the goods by reason only of such refusal. **Hirer's refusal to surrender goods not to be conversion in certain cases.**

20. A hirer who obstructs or attempts to obstruct an owner in the lawful exercise of his right to recover possession of goods when the owner's right to recover possession of the goods is not subject to any restriction imposed by or under this Act, is liable on summary conviction to a fine of five hundred dollars. **Obstruction.**

21. (1) Where under a hire-purchase agreement made after the commencement of this Act the owner is required to carry out an installation, and payment is required for such installation the note or memorandum of the agreement shall specify the amount to be paid in respect of the installation but such amount shall not be treated for the purposes of this Act as part of the hire-purchase price. **Installation charges.**

(2) For the purposes of this section, the expression "installation" means—

(a) the installing of any electric line as defined in the Public Utilities Act;

(b) the fixing of goods to which the agreement relates to the premises where they are to be used, and the alteration of premises to enable any such goods to be used thereon;

(c) where it is reasonably necessary that any such goods should be constructed or erected on the premises where they are to be used, any work carried out for the purpose of such construction or erection.

22. (1) The following sections of this Act apply to the extent specified below, in relation to all hire-purchase agreements whether made before or after the commencement of this Act, that is to say— **Application of Act to existing agreements.**

(a) section 11 of this Act, so far as it relates to payments made after the commencement of this Act;

(b) section 12 of this Act, so far as it relates to recovery of possession of goods after the commencement of this Act.

(2) Save as mentioned above, this Act does not apply to any hire-purchase agreement or credit-sale agreement made before the commencement of this Act.

SCHEDULE

Section 4 (3) (c)

Notice to be Included in Note or
Memorandum of Hire-Purchase Agreement

Right of Hirer to Terminate Agreement

1. The hirer may put an end to this agreement by giving notice of termination in writing to any person who is entitled to collect or receive the hire-rent and at the same time or prior thereto by delivering the goods to the owner.

2. He must then pay instalments which are in arrear at the time when he gives notice.

3. If the hirer does not deliver the goods to the owner at the time mentioned in paragraph 1 above, the notice of termination will be ineffective and the agreement will remain in force.

4. If the goods have been damaged owing to the hirer having failed to take reasonable care of them, the owner may sue him for the amount of the damage unless that amount can be agreed between the hirer and the owner.

5. The hirer should see whether this agreement contains provisions allowing him to put an end to the agreement on terms more favourable to him than those just mentioned. If it does he may put an end to the agreement on those terms.

Restriction of Owner's Right to recover Goods
where seventy per cent of the Hire-Purchase price has been paid

1. * [After (here insert an amount equal to seventy per cent of the hire-purchase price) has been paid, then] unless the hirer has himself put an end to

the agreement, the owner of the goods cannot take them back from the hirer without the hirer's consent unless the owner obtains an order of the court.

2. If the owner applies to the court for such an order, the court may, if the court thinks it just to do so, allow the hirer to keep either—

(a) the whole of the goods, on condition that the hirer pays the balance of the price in the manner ordered by the Court; or

(b) a fair proportion of the goods having regard to what the hirer has already paid.

Restriction of Owner's Right to recover Goods where less than seventy per cent of the Hire-Purchase price has been paid

1. Where less than (here insert an amount equal to seventy per cent of the hire-purchase price) has been paid, unless the hirer has himself put an end to the agreement or has committed some breach of the agreement other than failure to pay any instalment of the hire-purchase price, the owner of the goods cannot take them back from the hirer without the hirer's consent unless the owner has given the hirer twenty-one clear days written notice of his intention to do so.

2. If within the said period of twenty-one clear days the hirer pays to the owner all instalments of the hire-purchase price due at the date of the issue of such notice, the agreement will continue in force.

*If the agreement is a "further" agreement within the meaning of section 16 of this Act, the words in square brackets should be omitted.
