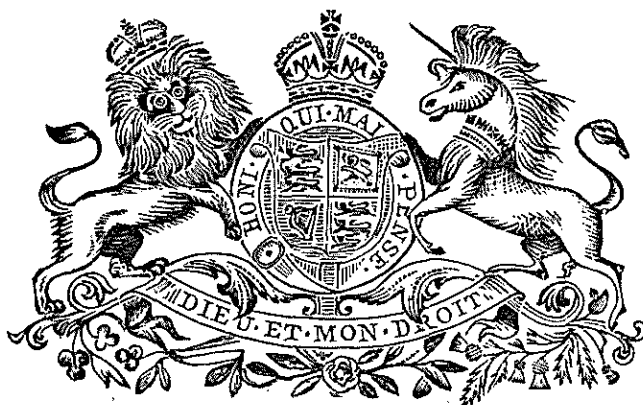


WESTERN AUSTRALIA.



ANNO QUINTO

GEORGII QUINTI REGIS, XXIV.

No. 24 of 1914.

AN ACT to amend the Bills of Sale Act, 1899.

[Assented to 22nd September, 1914.]

BE it enacted by the King's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of Western Australia, in this present Parliament assembled, and by the authority of the same, as follows:—

1. This Act may be cited as the *Bills of Sale Act Amendment Act*, 1914, and shall be read as one with the Bills of Sale Act, 1899, hereinafter referred to as the principal Act, and with the Bills of Sale Amendment Act, 1906. Short title.

2. Section five of the principal Act is amended by omitting the words "or within three days of the registration," in the definition of "contemporaneous advance," and by adding to the definition of "Registrar" the words "and any person who may be appointed by the Governor a registrar for the purposes of this Act." Amendment of Section 5.

3. Section six of the principal Act is amended by omitting the words "or contemporaneous advance" in subsection two, and by inserting after the word "rate" in subsection four the words "or maximum rate." Provided that it shall be sufficient for the purpose of this section if the bill of sale states that the rate of interest shall be the current bank rate for the time being. Amendment of Section 6.

Contemporaneous
and future ad-
vances.

See S.A., No. 389,
s. 29.

4. Every bill of sale registered before or after the commencement of this Act, in which the consideration therein stated is or includes a contemporaneous advance, shall, subject in other respects to the provisions of the principal Act and of this or any other Act whereby the principal Act is amended, be a valid security to the extent of all advances made contemporaneously with and subsequently to the granting of such bill of sale, but not exceeding the maximum amount covered thereby.

Amendment of
Section 7.

5. Section seven of the principal Act is amended by inserting after the words "sown or growing," in paragraph (1) thereof, the words "or about to be sown or grown."

Amendment of
Section 31.

6. Section thirty-one of the principal Act is amended by substituting the word "granting" for the word "registration," in the thirteenth line thereof, and by adding to the section a proviso as follows:—"Provided that this section shall not apply to any agreement for the hire, with or without the right of purchase, of chattels."

Amendment of
Section 39.

7. Section thirty-nine of the principal Act is amended by inserting after the word "upon," in the third line thereof, the words "or about to be sown in or grown upon."

Repeal of Section
46.

8. Section forty-six of the principal Act is hereby repealed.

Amendment of
Section 53.

9. Section fifty-three of the principal Act is amended by adding the following words at the end of such section:—"or within such extended time as next hereinafter mentioned. Provided that a judge of the Supreme Court shall have power to extend the time for issuing, taking up, or allotting any such debenture on such terms and conditions as he may think fit."

Form of Bill of
Sale.

See S.A., No. 389
s. 7.

10. A bill of sale by way of security may be in the form or to the effect in the First Schedule to this Act, but the use of such form shall not be obligatory.

Implied Covenants.

See S.A., No. 389,
s. 11.

11. The covenants and powers set out in the Second Schedule to this Act shall, unless negatived or modified, be implied in favour of the grantee, and as to paragraph eight of the said Schedule, as an agreement between the parties, in every bill of sale by way of security; and the words "the grantor will insure," in any such bill of sale, shall have the same effect and be construed as if the words set out in the Third Schedule to this Act had been inserted in the bill of sale.

Fees.

12. (1.) The fees set out in the Fourth Schedule to this Act shall be payable to the Registrar for the registration of every bill of sale, and in respect of the several other matters therein mentioned.

(2.) Section twelve of the principal Act and section sixteen of the Bills of Sale Amendment Act, 1906, are hereby repealed.

13. Section two of the Bills of Sale Act Amendment Act, 1900, is amended by striking out the words “agricultural machinery and implements” and inserting in lieu thereof the following words:—
“Implements, machines, machinery, engines, vehicles, and appliances used wholly or in part for agricultural or pastoral purposes.”

Amendment of
Section 2, Bills of
Sale Amendment
Act, 1900.

14. Section three of the Bills of Sale Amendment Act, 1906, is amended as follows:—(a) by striking out the words “if the bill of sale purports to have been executed by the grantor,” in subsection two, and inserting in place thereof “if the whole of the chattels comprised in any such bill of sale are at the time of its execution situate”; and (b) by striking out the words “if the bill of sale purports to have been executed by the grantor,” in subsection three, and inserting in place thereof “if any of the chattels comprised in such bill of sale are at the time of its execution situated.”

Amendment of
Section 3, Bills of
Sale Amendment
Act, 1906.

15. Section eighteen of the Bills of Sale Amendment Act, 1906, is amended as follows:—

Amendment of
Section 18, Bills
of Sale Amend-
ment Act, 1906.

(a.) By omitting the words “the term stock means and includes any sheep, cattle or horses”; and

(b.) By adding after the word “consideration,” in the third line thereof, the following words:—“or to any bill of sale granted before or after the commencement of this Act to any person over crops sown or growing upon or about to be sown in or grown upon the land mentioned in the bill of sale, such bill of sale being granted to secure payment of the purchase money of seed, fertilisers, bags or twine for use by the grantor in putting in, taking off, and harvesting such crops, or to any bill of sale granted before or after the commencement of this Act to the Minister for Agriculture or any officer of the Department of Agriculture.”

16. The Third Schedule to the principal Act is amended by inserting after the word “upon” the words “or about to be sown in or grown upon.”

Amendment of
Third Schedule.

17. The Second Schedule to the Bills of Sale Amendment Act, 1906, is amended by omitting the words “advances at time of giving bill of sale,” in the column headed “consideration,” and inserting “contemporaneous advance” in lieu thereof.

Amendment of
Second Schedule to
Bills of Sale Amend-
ment Act, 1906.

Section 10.

FIRST SCHEDULE.

Bill of Sale by way of Security.

This Indenture, made the day of , 19 , between [names in full of grantor, his residence or place of business, and occupation], hereinafter called the grantor, of the one part, and [names in full of grantee, his residence or place of business, and occupation], hereinafter called the grantee, of the other part, witnesseth that in consideration of the sum of pounds this day paid by the grantee to the grantor [or as the case may be], the receipt of which the grantor hereby acknowledges, the grantor hereby assigns unto the grantee all and singular the chattels described in the schedule hereto, and which are situated [state the place where the chattels are situated] by way of security for the payment by the grantor to the grantee of the sum of pounds and interest thereon at the rate of pounds per centum per annum on demand [or at such time or by such instalments as may be agreed upon]. And it is agreed that upon payment in full by the grantor to the grantee of all the moneys hereby secured, this bill of sale shall become void, and the grantee will at the request and cost of the grantor sign and cause to be registered a memorandum of satisfaction thereof, and that it shall be lawful for the grantor to retain possession of the said chattels until default is made in the express or implied terms, covenants, conditions, and agreements of this security.

THE SCHEDULE.

In witness whereof the parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered by the
said
in the presence of

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Section 11.

SECOND SCHEDULE.

Covenants to be deemed Implied in Bills of Sale by way of Security.

To pay principal
and interest.

1. That the grantor will pay to the grantee the principal and interest money secured, or intended to be secured, by such bill of sale, at the time and in manner therein provided for payment thereof.

Not to remove the
chattels.

2. That the grantor will not, without the consent in writing of the grantee, sell or exchange any of the chattels comprised in such bill of sale, or remove any of the said chattels from the premises mentioned therein, and will at all times keep such personal chattels in good order and condition.

Not to suffer the
goods to be taken in
execution.

3. That the grantor will not suffer the chattels comprised in such bill of sale to be distrained for any rent, rates, or taxes, nor suffer any execution to be levied against his goods or chattels, nor become bankrupt, call a meeting of his creditors, or make any statutory assignment for the benefit of his creditors.

To produce receipts
for rent, etc.

4. That the grantor will produce to the grantee, upon demand, the last receipt for all rent, rates, and taxes in respect of the premises whereon the chattels shall be.

5. That the grantee may, by himself or his agents, at all reasonable times, enter upon the grantor's premises whereon the chattels are kept, and view the state and condition thereof, and that the grantor will show forth and produce to the grantee all and singular the chattels comprised in such bill of sale, and permit the grantee to take an inventory thereof.

To enter and view the goods, etc.

6. That, if the grantor shall make default in the payment of the principal or interest money thereby secured at the time provided for payment thereof, or in the observance or performance of any one of the covenants, terms, conditions, or agreements, whether expressed or implied, in such bill of sale, it shall be lawful for the grantee, without any further consent or concurrence on the part of the grantor, to enter into and upon the land, messuage, or tenement whereon the said chattels assigned are, or into or upon any other land, messuage, or tenement on or in which such chattels, or any other chattels comprised and included in such bill of sale respectively, may be, or may reasonably be supposed to be, and for that purpose to open or remove any outer or inner gate, door, fastening, or other obstruction, without liability to any action of trespass or other proceeding for so doing; but with liberty to plead the leave and licence thereby given in bar to any such action or proceeding, if any such be brought or instituted, and to seize and take possession of all such chattels, and to remove the same to any other place or places for safety, convenience of sale, or otherwise, or suffer them to remain in the place or places where the same may be found, and to sell and dispose of such chattels and premises, or any of them, either together or in parcels, at such time or times, and place or places, and either by public auction or private contract, or partly by public auction and partly by private contract, to any person or persons, for such price or prices, either for cash or on credit, or partly for cash and partly on credit, and if either partly or wholly on credit, giving such time or times for payment, and taking or foregoing any security or securities for the payment of the unpaid purchase-money as the grantee may deem proper or expedient, with power for him to make any such other terms and conditions in regard to such sale or sales as he may think proper, and also to buy in all or any of the said chattels at any such sale or sales by auction, and rescind or vary any contract for sale thereof, and again to resell or offer for resale the same from time to time, without being answerable or accountable for any loss, diminution in price, costs, or expenses to be occasioned by any such bringing in reversion, variance, or actual or attempted resale.

Power of sale in case of default.

7. That it shall be lawful for the grantee, upon or after any such sale as aforesaid, to make, enter into, sign, and execute all such contracts, agreements, deeds, instruments, and writings as may be necessary or expedient for the purpose of making and effectuating any such sale, and which shall be as binding and conclusive upon and against the said grantor as if he or they had joined therein, or assented thereto. And also that the receipt or receipts in writing of the grantee for all purchase-money or other property which shall be paid or delivered to him under or by virtue of the bill of sale, shall be a good and sufficient discharge or good and sufficient discharges to all purchasers or other persons paying or delivering the same, and that such purchaser or other persons shall not be required to see to the application, or be answerable for the misapplication or non-application thereof, or be bound or concerned to inquire into the propriety or expediency of any such sale or resale.

To execute documents for purpose of carrying out sale.

8. That the grantee shall, out of the moneys which shall come to his hands by reason of any such sale or sales in the first place, discharge the costs and expenses incurred or sustained in or about such sale or sales, and all other costs, charges, and expenses incurred or occasioned in or about the execution of the powers and authorities contained in the bill of sale, and shall retain the balance of such moneys, or so much thereof as may be necessary, in or towards payment and satisfaction of all moneys due and owing to him upon the security of such bill of sale, and shall pay to the grantor the surplus then remaining.

Purchase-money to be applied in satisfaction of security.

Section 11.

THIRD SCHEDULE.

Covenant to Insure.

The grantor will forthwith insure and, so long as any money shall remain due from him to the grantee on the security of the bill of sale, keep insured in some public insurance office, to be approved of by the grantee, against loss or damage by fire, in the name of the grantee, the chattels comprised in such bill of sale to the full amount then due thereon, and will hand over to the grantee the policy of such insurance and produce to him the receipts for the annual or other periodical premiums payable on account thereof, and that all moneys payable by virtue of such insurance shall be received by the grantee towards satisfaction of the moneys due on such security, and that if default shall be made by the grantor in effecting or keeping on foot such insurance it shall be lawful for, but not obligatory upon the grantee (without prejudice to any other remedy) to insure the said chattels in manner aforesaid, and the money paid on account of such insurance shall be a charge on the said chattels.

Section 12.

FOURTH SCHEDULE.

Fees.

On presentation of a Bill of Sale for registration or for the renewal of registration—

	£	s.	d.
Where the amount or value of the consideration or the sum secured does not exceed £50	0	5	0
Exceeds £50	0	10	0
<i>(Note.—The above fees include the filing of the affidavit of execution or renewal.)</i>			
On lodging notice of intention to register a Bill of Sale	0	1	0
On withdrawal thereof	0	1	0
On entering a caveat	0	2	0
On withdrawal of a caveat	0	1	0
For every search	0	1	0
On entering satisfaction (including fee for filing the affidavit of execution)	0	5	0
Office copy of any document—			
For the certificate	0	2	6
For every folio of 72 words or part thereof, unless the copy is made by the applicant	0	0	4