3. The Council shall have the like exemption or relief from taxes and rates, other than taxes on the importation of goods, as is accorded to a foreign sovereign Power.

4. This Order may be cited as the International Organisations (Immunities and Privileges of the International Tin Council) Order, 1956. It shall come into operation on the date on which it is made. And the Right Honourable Selwyn Lloyd, Her Majesty's Principal Secretary of State for Foreign Affairs, is to give the necessary directions herein.

W. G. Agnew.

EXPLANATORY NOTE

(This Note is not part of the Order, but is intended to indicate its general purport.)

This Order confers on the International Tin Council the legal capacities of a body corporate as required by Article IV (21) of the International Tin Agreement (Cmd. 9222), and grants exemption or relief from taxes and rates to the International Tin Council as required by Article IV (22) of that Agreement.

DISTRESS

1956 No. 1403

The Distress for Rates Order, 1956

Made - - - - *6th September,* 1956
Coming into Operation *17th September,* 1956

The Minister of Housing and Local Government, in exercise of his powers under section 13 of the Rating and Valuation (Miscellaneous Provisions) Act, 1955(a), and of all other powers enabling him in that behalf, hereby orders as follows:—

1. This order may be cited as the Distress for Rates Order, 1956, and shall come into operation on the seventeenth day of September, 1956.

2.—(1) The Interpretation Act, 1889(b), applies to the interpretation of this order as it applies to the interpretation of an Act of Parliament.

(2) In this order "ratepayer" means the person against whom the distress warrant is issued and "sum due" means the sum in respect of which the warrant is issued (including the costs incurred in obtaining it).

3. The fees, charges and expenses in respect of, and incidental to, the levying of distress for rates shall be those set out below:—

1. For levying the distress—
   (i) where the sum due does not exceed £10 — 10s. 0d.
   (ii) where the sum due exceeds £10 but does not exceed £20 — 12s. 6d.

(a) 4 & 5 Eliz. 2. c. 9. (b) 52 & 53 Vict. c. 63.

(iii) where the sum due exceeds £20 but does not exceed £50	4 per cent. on the sum due
(iv) where the sum due exceeds £50 but does not exceed £200	£2 together with 2½ per cent. on the excess of the sum due over £50
(v) where the sum due exceeds £200 ...	£5 15s. 0d. together with 1 per cent. on the excess of the sum due over £200
2. For removal and storage of goods	The reasonable expenses thereof
3. For possession of goods—	
(i) for close possession (the man in possession to provide his own board)—	
(*a*) where the sum due does not exceed £20	15s. 0d. per day
(*b*) where the sum due exceeds £20...	17s. 6d. per day
(ii) for walking possession	5s. 0d. for each day on which the goods are inspected
4. For appraisement, at the request in writing of the ratepayer	2½ per cent. on the value as appraised, whether by one broker or more, with a minimum fee of £1 1s. 0d. for each broker
5. For advertisements—	
(i) where the sum due does not exceed £20	£1 0s. 0d.
(ii) where the sum due exceeds £20 ...	The sum actually and necessarily paid
6A. For other expenses of, and commission on, sale—	
(i) where the sum realised does not exceed £20	7½ per cent. on the sum realised
(ii) where the sum realised exceeds £20 but does not exceed £100	10 per cent. on the sum realised
(iii) where the sum realised exceeds £100 but does not exceed £300	£10 together with 5 per cent. on the excess of the sum realised over £100
(iv) where the sum realised exceeds £300 but does not exceed £500	£20 together with 4 per cent. on the excess of the sum realised over £300
(v) where the sum realised exceeds £500 but does not exceed £1,000	£28 together with 3 per cent. on the excess of the sum realised over £500
(vi) where the sum realised exceeds £1,000	£43 together with 2½ per cent. on the excess of the sum realised over £1,000

6B. For other expenses incurred in connection with a proposed sale, where no sale takes place—		
(i) where the sum due does not exceed £20		Reasonable expenses not exceeding 5 per cent. on the sum due
(ii) where the sum due exceeds £20	...	Reasonable expenses

4. The fees for possession prescribed in item 3 in the table in the preceding article shall be payable only where possession has been taken in pursuance of an agreement in that behalf, made at the time when distress is levied and in the appropriate form set out in the schedule to this order or a form substantially to the like effect.

5. In the case of dispute as to any fees, charges or expenses in respect of, or incidental to, the levying of distress for rates, the fees, charges or expenses shall be taxed.

6. Any taxation provided for by this order shall be carried out by the registrar of the county court for the district in which the distress is levied, and he may give such directions as to the costs of the taxation as he thinks fit.

7. For the purpose of calculating any percentage charges, a fraction of £1 shall be reckoned as £1.

8. A person levying distress for rates shall hand to the ratepayer or leave at the premises where the distress is levied a copy of this order, or of articles 3 to 8 thereof, and a memorandum setting out the sum due, and shall hand to the ratepayer a copy of any possession agreement.

SCHEDULE

Form of Close Possession Agreement

Distress for Rates Order, 1956

To [name of person levying the distress]

In consideration of—

(*a*) your not removing from the goods distrained upon by you (which are listed in the inventory below) and

(*b*) your delaying the sale of those goods,

I hereby agree that—

1. You may take, and remain in, possession of those goods.

2. You may remove and sell those goods at any time after the if I have not by then paid the sum due and your fees, charges and expenses.

I certify that a copy of this possession agreement has been handed to me.

Dated this day of , 19 .

[Signature]

Inventory

FORM OF WALKING POSSESSION AGREEMENT

DISTRESS FOR RATES ORDER, 1956

To [name of person levying the distress]

In consideration of—

(*a*) your not removing from the goods distrained upon by you (which are listed in the inventory below) and

(*b*) your delaying the sale of those goods,

I hereby agree that—

1. You may take possession of those goods and hold them in walking possession.

2. You or your man may re-enter the premises at any time while the distraint is in force.

3. I will not remove or allow to be removed from the premises any goods so distrained.

4. I will inform any person who may visit the premises for the purpose of levying any other distress or execution that you are already in possession of the goods so distrained, and I will inform you of any such visit.

5. You may remove and sell those goods at any time after the if I have not by then paid the sum due and your fees, charges and expenses.

I certify that a copy of this possession agreement has been handed to me.

Dated this day of , 19 .

[Signature]

Inventory

Given under the official seal of the Minister of Housing and Local Government this sixth day of September, nineteen hundred and fifty-six.

(L.S.)

F. L. Edwards,
Under Secretary,
Ministry of Housing and Local Government.

EXPLANATORY NOTE

(*This Note is not part of the Order, but is intended to indicate its general purport.*)

The Order prescribes the fees, charges and expenses in respect of, and incidental to, the levying of distress for rates.