in force by the Supplies and Services (Continuance) Order, 1951(a)), hereby orders as follows:—

Principal Order varied

1. The Principal Order (that is, the Control of Hemp Order, 1948(b), as having effect by virtue of the Board of Trade and Minister of Materials (Various Controls) Order, 1951(c)) is hereby varied, in Article 2 thereof, by deleting from that Article the words " of sisal or other hard hemps ".

Coming into Operation : Citation

2. This Order shall come into operation on the 1st day of October, 1952 : and may be cited as the Control of Hemp (Amendment) Order, 1952 ; and the Principal Order and this Order may be cited together as the Control of Hemp Orders 1948-52.

Dated this 8th day of September, 1952.

Swinton,
Minister of Materials.

EXPLANATORY NOTE

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

The Order removes from control Sisal, and all other hard hemps *except* manila hemp (*musa textilis*) which still remains subject to the Control of Hemp Order, 1948.

(20) HIRE-PURCHASE AND CREDIT SALE AGREEMENTS

1952 No. 121

The Hire-Purchase and Credit Sale Agreements (Control) Order, 1952

Made - - - -	28*th January*, 1952
Laid before Parliament	29*th January*, 1952
Coming into Operation	1*st February*. 1952

The Board of Trade in pursuance of the powers conferred upon them by Regulation 55 of the Defence (General) Regulations, 1939, as having effect by virtue of the Supplies and Services (Transitional Powers) Act, 1945(d), as extended by the Supplies and Services (Extended Purposes) Act, 1947(e), and the Supplies and Services (Defence Purposes) Act, 1951(f), and continued in force by the Supplies and Services (Continuance) Order, 1951(a), hereby order as follows:—

1. A person shall not dispose of any goods to which this Order applies in pursuance of a hire-purchase or credit sale agreement entered into after the 31st day of January, 1952, unless the requirements specified in the Second Schedule hereto are or have been satisfied in relation to that agreement.

(a) S.I. 1951/2116; 1951 III, p. 27. (b) S.I. 1948/2755; 1948 II, p. 831.
(c) S.I. 1951/1244; 1951 III, p. 490.
(d) 9 & 10 Geo. 6. c. 10; and S.R. & O. 1945/1618; 1945 II, p. 48.
(e) 10 & 11 Geo. 6. c. 55. (f) 14 & 15 Geo. 6. c. 25.

2. A person shall not, by virtue of a hire-purchase or credit sale agreement entered into after the said date, be in possession of any goods to which this Order applies unless—

(*a*) that agreement complies with the requirements specified in paragraphs 1 and 2 of the Second Schedule hereto ; and

(*b*) a payment complying, at the date when the payment was made, with the provisions of paragraph 3 of the Second Schedule hereto was made by him before the signing of the first such agreement under which he held those goods ; and

(*c*) that agreement provides for the payment of the balance due in respect of each description of goods comprised therein by approximately equal instalments at equal intervals spread over a period, commencing with the date of the first such agreement under which he held those goods, not exceeding the period specified in column 3 of the First Schedule hereto in relation to that description of goods:

Provided that nothing in this Article shall affect the possession of any goods by any person if they were held by him on the said date under a hire-purchase or credit sale agreement.

3.—(1) A person shall not cause or permit any goods to which this Order applies, owned by him, to be in possession of another person by virtue of a hire-purchase agreement if the possession of those goods by that other person contravenes the provisions of Article 2 hereof.

(2) A person shall not cause or permit any goods to which this Order applies, owned by him immediately before he enters into a credit sale agreement, to be in possession of another person by virtue of any such agreement if the possession of those goods by that other person contravenes the provisions of Article 2 hereof.

4.—(1) A person shall not enter into any agreement whereby any hire-purchase or credit sale agreement entered into after the said date comprising goods to which this Order applies is varied in either or both of the following respects, that is to say,

(*a*) any payment, made before the signing thereof in accordance with the provisions of this Order, is affected ;

(*b*) the period over which the balance due thereunder in respect of any goods is lengthened.

(2) A person shall not enter into any agreement whereby a hire-purchase or credit sale agreement entered into, whether before, on or after the said date, is varied by the addition of any goods to which this Order applies.

(3) A person shall not enter into any hire-purchase or credit sale agreement which is in substitution for another such agreement entered into whether before, on or after the said date and which—

(*a*) comprises all or some of the goods comprised in that other agreement ; and

(*b*) comprises goods to which this Order applies but not comprised in that other agreement.

5. Nothing in this Order shall prohibit the doing of anything under the authority of a licence granted by the Board of Trade under this Article and in accordance with any condition attached thereto.

6.—(1) The goods to which this Order applies are goods (whether new or secondhand) of the descriptions specified in the First Schedule hereto.

(2) In this Order—

" cash price " means, in relation to any hire-purchase or credit sale agreement in respect of any goods, the price at which the prospective hirer or buyer may, at the date of the agreement, purchase the goods for cash ;

" credit sale agreement " means an agreement for the sale of goods under which the whole or part of the purchase price is payable by instalments spread over a period of not less than nine months ;

" dispose of " includes the disposal of—

(i) ownership, or any proprietary interest ; or

(ii) the right to possession ; or

(iii) possession, whether or not accompanied by any disposal of ownership or of any proprietary interest or of the right to possession ;

" hire-purchase agreement " means a hire-purchase agreement as defined by section 21 of the Hire-Purchase Act, 1938(**a**), or a contract to which the Hire-Purchase and Small Debt (Scotland) Act, 1932(**b**), applies or would apply if the limitation as to value contained in section 1 of that Act were omitted, and any agreements which, for the purposes of the first mentioned Act, would be treated as a single agreement made at any time shall be treated, for the purposes of this Order, as a single agreement made at that time.

7. This Order may be cited as the Hire-Purchase and Credit Sale Agreements (Control) Order, 1952, and shall come into operation on the 1st day of February, 1952.

Dated this 28th day of January, 1952.

Peter Thorneycroft,
President of the Board of Trade.

FIRST SCHEDULE

[New First Schedule substituted by S.I. 1952/724, *see* p. 3288 below.]

SECOND SCHEDULE

1. The agreement is in writing and comprises only goods to which this Order applies.

2. The agreement contains in respect of each description of goods a statement of the cash price of the goods of that description comprised in the agreement and of any amount payable by instalments under the agreement for the installation or maintenance of those goods.

3. Before the signing of the agreement actual payment was made in respect of each description of goods comprised in the agreement of not less than an amount equal to the percentage specified in column 2 of the First Schedule hereto in relation to that description of goods of the aggregate of—

(*a*) the cash price of the goods of that description comprised in the agreement ; and

(*b*) any amount payable by instalments under the agreement for the installation or maintenance of the goods of that description comprised in the agreement.

(a) 1 & 2 Geo. 6. c. 53. (b) 22 & 23 Geo. 5. c. 38.

In computing for the purposes of this paragraph the total amount to be paid before the signing of any agreement account may be taken of any allowance for any goods taken in part exchange for goods comprised in that agreement.

4. The agreement contains provision for the payment of the balance due, in respect of each description of goods comprised in the agreement, by approximately equal instalments at equal intervals spread over a period not exceeding that specified in column 3 of the First Schedule hereto in relation to that description of goods.

EXPLANATORY NOTE

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

This Order controls the disposal and possession of the goods described in the First Schedule under hire-purchase and credit sale agreements entered into after the 31st day of January, 1952.

1952 No. 724

The Hire-Purchase and Credit Sale Agreements (Control) (Amendment) Order, 1952

Made - - - -	*4th April*, 1952
Laid before Parliament	*4th April*, 1952
Coming into Operation	*15th April*, 1952

The Board of Trade in pursuance of the powers conferred upon them by Regulation 55 of the Defence (General) Regulations, 1939, as having effect by virtue of the Supplies and Services (Transitional Powers) Act, 1945(a), as extended by the Supplies and Services (Extended Purposes) Act, 1947(b), and the Supplies and Services (Defence Purposes) Act, 1951(c), and continued in force by the Supplies and Services (Continuance) Order, 1951(d), hereby order as follows:—

1. The Hire-Purchase and Credit Sale Agreements (Control) Order, 1952(e), shall have effect subject to the following amendments:—

(*a*) for paragraph (2) of Article 4 thereof there shall be substituted the following:—

"(2) A person shall not enter into any agreement whereby a hire-purchase or credit sale agreement entered into whether before, on or after the said date is varied in such manner that that hire-purchase or credit sale agreement comprises after such variation goods to which this Order applies not comprised therein before such variation.";

(*b*) for paragraph (1) of Article 6 thereof there shall be substituted the following:—

"The goods to which this Order applies are goods (whether new or secondhand) of the descriptions specified in Part I of the First Schedule hereto not being goods of the descriptions specified in Part II of that Schedule.";

(a) 9 & 10 Geo. 6. c. 10; and S.R. & O. 1945/1618; 1945 II, p. 48.
(b) 10 & 11 Geo. 6. c. 55.
(c) 14 & 15 Geo. 6. c. 25.
(d) S.I. 1951/2116; 1951 III, p. 27.
(e) S.I. 1952/121, p. 3285 above.