Public Bodies : Collection of Rates.

THE PUBLIC BODIES (AMENDMENT) ORDER, 1934, DATED THE 30TH DAY OF JULY, 1934.

1934. No. 60.

The Ministry of Home Affairs for Northern Ireland in exercise of the powers vested in it by the Local Government Acts 1898 to 1929, and of all other powers in this behalf enabling the Ministry hereby orders and directs as follows, that is to say :—

1. FORM 56 (Bond for Collection of Rate) in the Schedule to the Public Bodies Order 1904 (hereinafter referred to as "the principal order") shall be deleted and the Form 56 (Policy of Guarantee for Collection of Rate) in the Schedule hereto shall be substituted therefor, and accordingly for the words "guarantee Bond" where they appear in Article 87 (3) of the principal order there shall be substituted the words "Policy of Guarantee" :

2. This Order may be cited as the Public Bodies (Amendment) Order, 1934, and shall be construed as one with the principal order.

Given under the Seal of the Ministry of Home Affairs for Northern Ireland this 30th day of July, 1934.

(L.S.) (Signed), *D. L. Clarke,*
Assistant Secretary.

FORM 56.
(Article 87.)

SCHEDULE.

COUNTY AND URBAN DISTRICT COUNCILS.

Policy of Guarantee for Collection of Rate (Guarantee Society).

THIS POLICY OF GUARANTEE made the.....
day of.....in the year of our Lord One thousand nine hundred and.....
Between.....
of the first part.....
(hereinafter called "the said Company") of the second part and.....
.....
(hereinafter called "the said Local Authority") of the third part.

Whereas the said.....
(hereinafter called "the said person employed") has been appointed to the office of.....
by the said Local Authority and having been required to find security while he shall be employed in the said office the said Company at the request of the said person employed and in consideration of the sum or premium of.....
.....to be paid to the said Company hath consented to give security upon the terms and subject to the provisos or conditions hereinafter contained.

Now therefore this Policy doth witness that the said person employed
.....

and the said Company as surety for the said person employed do hereby respectively jointly and severally agree with the said Local Authority that the said person employed shall and will from time to time and at all times hereafter whilst he continues in his said office duly faithfully and honestly account to the said Local Authority for all and every sum and sums of money bank notes drafts or securities for money which he the said person employed whilst acting in his said office shall from time to time receive and that on his removal from his said office or on his death he the said person employed or his executors or administrators shall and will forthwith deliver over to his successor or to the proper officer or person to be duly authorised by the said Local Authority to receive the same all books papers vouchers writings moneys bank notes drafts bills of exchange promissory notes and other securities for money which shall at the time of such removal or death be in the hands or custody of the said person employed or of his executors or administrators. And it is hereby further declared and agreed by and between all the said parties hereto that a Certificate under the hand of the Local Government Auditor stating the amount of any loss occasioned by any default as aforesaid by the said person employed while in his said office shall be sufficient and conclusive evidence against the said person employed his executors and administrators and against the said Company and also as between the said Company and the said person employed of the truth of the contents of the said Certificate and that this Policy has become forfeited thereby to the amount of the loss stated in such Certificate and shall form a valid and binding charge and claim not only against the said person employed his executors and administrators but also against the said Company without it being necessary for the said Local Authority first to take any legal or other proceedings against the said person employed his executors or administrators for the recovery thereof and without further or other proof being given either by or on the part of the said Local Authority in any action suit or proceedings to enforce this policy against the said Company or against the said person employed his executors or administrators or by or on the part of the said Company in any action suit or proceedings against the said person employed his executors or administrators of the amount of such loss subject nevertheless to the right of appeal under Article No. 39 of the Public Bodies Order, 1904, as amended by any subsequent order, and the said person employed doth hereby agree with the said Company that he the said person employed shall and will from time to time and at all times save defend and keep harmless the said Company and the property and funds of the said Company from and against all loss and damage costs and expenses which the said Company or the funds or the property thereof shall or may or otherwise might at any time sustain or be put unto for or by reason or in consequence of the said Company having entered into this Policy of Guarantee for and at the request of the said person employed. Provided always and it is hereby agreed and declared between and by the said parties hereto and this Policy of Guarantee is made on this condition that the said Company shall not be liable by virtue or in consequence of this Policy to pay or make good to the said Local Authority any greater amount than the sum of pounds and that the said Company shall not be liable for any costs or expenses incurred by the Local Authority in ascertaining the loss occasioned by any default as aforesaid by the said person employed nor liable for any costs and expenses incurred by any legal or other proceedings against the said person employed his executors or administrators unless such proceedings are undertaken with the said Company's consent in writing. Provided also and it is hereby further declared and agreed between and by the said parties hereto and this Policy of Guarantee is made and entered into on this further express condition that if default shall be made in payment to the said Company of the further annual sum or premium of.....
on the.....day of.....in the Year of our Lord One thousand nine hundred and.....
or on the.....day of.....
in any succeeding year and if the said Company shall give notice in writing of such default to the said Local Authority or if the said Company shall at any time give three calendar months' notice in writing to the said Local Authority of their intention to put an end to this Policy of Guarantee at the close of the then current year of Guarantee namely the.....day of.....
.....in any year then and in either of such cases this Policy of Guarantee and all liability on the part of the said Company and of the funds and property of the said Company shall from and after the expiration of one calendar month from the time of giving such notice in the first mentioned case unless the said Local Authority shall in the meanwhile cause the said annual

premium to be paid to the said Company and from and after the expiration of such current year of Guarantee in the last mentioned case cease and determine and neither the said Company nor the funds or property of the said Company shall be liable to make good or indemnify or save harmless the said Local Authority from or against any loss or damage costs and expenses which the said Local Authority shall or may sustain or incur by or through any default of the said person employed. Provided always that notwithstanding the determination of this Policy of Guarantee in either of the cases aforesaid it shall be deemed and taken to be an existing Policy of Guarantee in respect of all liabilities which the said Company shall or may have incurred thereon prior to such determination as aforesaid.

In Witness whereof the said person employed hath hereunto set his hand and a Director of the said Company for and on behalf of the said Company has hereunto set his hand the day and year first above written.

Signed by the said person employed in the presence of.....

Signed by.....
A Director of.....
in the presence of.....

Director.

Public Bodies : Stamp Duties on Rate Receipts.

THE PUBLIC BODIES ORDER, 1934, DATED THE 18TH DAY OF MAY, 1934.

1934. No. 42.

The Ministry of Home Affairs for Northern Ireland, in pursuance of the powers vested in it by the Local Government Acts (Northern Ireland) 1898 to 1929 and of all other powers in this behalf enabling the Ministry, hereby orders and directs as follows, that is to say :—

1. This Order may be cited as "The Public Bodies Order, 1934."

2. The following paragraph shall be added to and be read with Article 96 of the Public Bodies Order, 1904 (in this Order referred to as "the principal Order") :—

"Where the Council has been duly authorised, in lieu of affixing 2d. stamps to Rate Receipts for £2 or upwards, to pay the stamp duty half-yearly by means of a Paying Order he shall enter in the appropriate column on the prescribed form (Form 60A.) the number of items on Form 60 in respect of which a sum of £2 or over has been received and shall not later than the first day of January and the first day of July in each year complete and forward the prescribed form (Form 60B.) in respect of the half-years ended 30th September and 31st March, respectively, to the Secretary, Ministry of Finance, Stormont, Belfast, with a Paying Order for the amount which would have been expended had 2d. stamps been affixed to the receipts set out in Form 60A."