

No. 429.

**THE SUPPLIES AND SERVICES (TRANSITIONAL POWERS)
(CYPRUS) ORDER, 1946.**

ORDER MADE BY THE COMPETENT AUTHORITY UNDER DEFENCE REGULATION 61.

Gazette :
Supplement
No. 2A:
9.12.1954.

In exercise of the powers vested in me by virtue of my appointment by the Governor as Competent Authority for the purposes of Defence Regulation 61, as set out in the First Schedule to the Supplies and Services (Transitional Powers) (Cyprus) Order, 1946 (which continues in force in consequence of the Supplies and Services (Continuance) Order, 1954), I hereby order as follows:—

1. This Order may be cited as the Hire-Purchase and Credit Sale Agreements (Control) Order, 1955, and shall come into operation on the 25th day of July, 1955.

2.—(1) The goods to which this Order applies are goods (whether new or second-hand) 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, other than such an agreement which provides for the instalments to be spread over a period of 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 an agreement for the bailment of goods under which the bailee may buy the goods or under which the property in the goods will or may pass to the bailee, whether on the performance of any act by the parties to the agreement or any of them or in any other circumstances ; 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 in the goods will or may pass to the bailee (whether on the performance of any act by the parties to the agreement or any of them or in any other circumstances) the agreements shall be treated for the purposes of this Order as a single agreement made at the time when the last of those agreements was made.

3. 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 24th day of July, 1955, unless the requirements specified in the Second Schedule hereto are or have been satisfied in relation to that agreement.

4. 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