

EXTRAORDINARY



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KAAPSTAD, 1 MEI 1942.**

PRYS 6d. [No. 3050.

OFFICE OF THE PRIME MINISTER.

The following Government Notice is published for general information :—

No. 806.] [1st May, 1942.

It is hereby notified that His Excellency the Governor-General has been pleased to assent to the following Act, which is hereby published for general information :—

No. 36 of 1942 : Hire-Purchase Act, 1942 ii

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KANTOOR VAN DIE EERSTE MINISTER.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer :—

No. 806.] [1 Mei 1942.

Hierby word bekendgemaak dat dit Sy Eksellensie die Goewerneur-generaal behaag het om sy goedkeuring te heg aan onderstaande wet wat hierby, ter algemene inligting, gepubliseer word :—

No. 36 van 1942 ; Wet op Huurkoop, 1942 iii

BLADSY

ACT

To make provision for the regulation of hire-purchase agreements and of instalment sales subject to resolute conditions, and for matters incidental thereto.

(Signed by the Governor-General in Afrikaans.)
(Assented to 20th April, 1942.)

BE IT ENACTED by the King's Most Excellent Majesty, the Senate and the House of Assembly of the Union of South Africa, as follows:—

Definitions.

1. (1) In this Act, unless inconsistent with the context—
“hire-purchase agreement” means any agreement whereby goods are sold subject to the condition that the ownership in such goods shall not pass merely by the transfer of the possession of such goods, and the purchase price is to be paid in instalments, two or more of which are payable after such transfer; and includes any other agreement which has or agreements which together have the same import, whatever form such agreement or agreements may take:

Provided that any agreement which or agreements which together provide for the letting and hiring of goods—

- (a) with the right to purchase such goods only after two or after more than two instalments subsequent to such transfer have been paid in respect thereof; or

- (b) with the right, after two or after more than two instalments subsequent to such transfer have been paid in respect thereof, to continue or renew from time to time such letting and hiring at a nominal rental, or to continue or renew from time to time, the right to be in possession of the goods, without any further payment or against payment of a nominal periodical or other amount,

shall, whether or not the agreement or agreements may at any time be terminated by either party or one of the parties, for the purposes of this Act, be deemed to be of the said import;

“cash price” in relation to any goods, means the price stated in respect of those goods under paragraph (a) of sub-section (1) of section *five*;

“agreement” means an instalment sale agreement or hire-purchase agreement;

“instalment sale agreement” means any agreement of purchase and sale whereby ownership in the goods sold passes upon delivery, and the purchase price is to be paid in instalments, two or more of which are payable after delivery, and under which the seller would be entitled to the return of the goods sold if the buyer should fail to comply with any one or more provisions thereof; and includes any other agreement which has or agreements which together have the same import, whatever form such agreement or agreements may take;

“purchase price” means the total sum payable under any agreement, to the seller by the buyer, exclusive of any sum payable in terms of the agreement as a penalty or as damages for the breach thereof or by way of interest upon instalments which are in arrear;

“buyer” or “seller” means the person who, in terms of any agreement, is the buyer or the seller or the hirer or lessor, as the case may be.

- (2) If any seller has agreed that any part of the purchase price may be discharged otherwise than by the payment of money, any such discharge shall, subject to the provisions of section *seven*, be deemed to be a payment of that part of the purchase price.

WET

Om voorsiening te maak vir die reëling van huurkoopkontrakte en verkope op afbetaling onder ontbindende voorwaardes, en vir daarmee in verband staande sake.

(Deur die Goewerneur-generaal in Afrikaans geteken.)
(Goedgekeur op 20 April 1942.)

DIT WORD BEPAAL deur Sy Majesteit die Koning, die Senaat en die Volksraad van die Unie van Suid-Afrika, as volg:—

1. (1) Tensy uit die samehang anders blyk, beteken in hierdie **Woordbepaling.**
Wet—

„huurkoopkontrak” ’n kontrak waarby goed verkoop word onder voorwaarde dat die eiendomsreg op die goed nie bloot deur oordrag van die besit van die goed oorgaan nie, en die koopprys in paalemente betaal moet word, twee of meer waarvan na bedoelde oordrag betaalbaar is; en ook enige ander kontrak wat of kontrakte wat tesame dieselfde strekking het, watter vorm daardie kontrak of kontrakte ookal mag aanneem:

Met dien verstande dat ’n kontrak wat of kontrakte wat tesame voorsiening maak vir die huur en verhuur van goed—

(a) met die reg om daardie goed alleen nadat twee of nadat meer as twee paalemente na bedoelde oordrag ten aansien daarvan betaal is, te koop; of

(b) met die reg om die huur en verhuur, nadat twee of nadat meer as twee paalemente na bedoelde oordrag ten aansien van daardie goed betaal is, teen ’n nominale huurbedrag voort te set of van tyd tot tyd te hernu, of om sonder verdere betaling of teen betaling van ’n nominale termyn- of ander bedrag, in besit van die goed te bly, of die reg om hul te besit van tyd tot tyd te hernu,

by die toepassing van hierdie Wet geag word van genoemde strekking te wees, onverskillig of die kontrak of kontrakte te een of ander tyd deur albei partye of een van die partye beëindig kan word;

„kontantprys” met betrekking tot goed, die prys ingevolge paragraaf (a) van sub-artikel (1) van artikel *vyf* ten opsigte van daardie goed vermeld;

„kontrak” ’n kontrak van verkoop op afbetaling of ’n huurkoopkontrak;

„kontrak van verkoop op afbetaling” ’n kontrak van koop en verkoop waarby die eiendomsreg op die verkoopte goed by lewering oorgaan, en die koopprys in paalemente betaal moet word, twee of meer waarvan na lewering betaalbaar is, en kragtens welke die verkoper op teruggawe van die verkoopte goed geregtig sou wees, indien die koper sou versuim om aan een of meer van die bepalinge daarvan te voldoen; en ook enige ander kontrak wat of kontrakte wat tesame dieselfde strekking het, watter vorm daardie kontrak of kontrakte ookal mag aanneem;

„koopprys” die totaalbedrag wat kragtens ’n kontrak deur die koper aan die verkoper betaalbaar is, met uitsluiting van enige bedrag wat luidens die kontrak betaalbaar is as ’n boete of as skadevergoeding vir kontrakbreuk of by wyse van rente op agterstallige paalemente;

„koper” of „verkoper” die persoon wat volgens ’n kontrak, na gelang van die geval, die koper of verkoper of die huurder of verhuurder is.

(2) Indien ’n verkoper ooreengekom het dat enige gedeelte van die koopprys anders as deur die betaling van geld vereffen kan word, word sodanige vereffening, behoudens die bepalinge van artikel *sewe*, geag betaling van daardie gedeelte van die koopprys te wees.

Application of Act. 2. (1) The provisions of this Act shall—
 (a) apply to agreements relating to moveables, entered into after the commencement of this Act, under which the purchase price does not exceed five hundred pounds; and
 (b) not apply to any agreement under which the State is the seller.
 (2) Sections *nine*, *twelve* and *thirteen*, and section *seventeen*, in so far as it relates to actions commenced after the commencement of this Act, shall apply also in respect of agreements in force at and entered into before the commencement of this Act, under which the purchase price does not exceed the said amount.

Prospective buyer to be informed of cash price of goods and to be supplied with translation of agreement. 3. (1) Before any agreement is entered into the prospective seller shall—
 (a) state in writing to the prospective buyer, otherwise than in any note or memorandum of the agreement, a price at which the goods to which the agreement relates may be purchased from such seller for a cash amount in money; and
 (b) submit to the prospective buyer, if the agreement is entered into in one of the official languages, a translation of such agreement in the other official language, which is substantially correct:
 Provided that paragraph (a) shall be deemed to have been sufficiently complied with—
 (i) if the buyer has inspected the goods or like goods and at the time of his inspection tickets or labels were attached to or displayed with the goods clearly stating the cash price, either of the goods as a whole or of all the different articles or sets of articles comprised therein, or
 (ii) if the buyer has selected the goods by reference to a catalogue, price list, or advertisement, which clearly stated the cash price either of the goods as a whole or of all the different articles or sets of articles comprised therein.

(2) Any person who fails to comply with the provisions of sub-section (1), shall be guilty of an offence and liable upon conviction to a fine not exceeding twenty-five pounds or to imprisonment for a period not exceeding three months.

Agreements to be in writing, and copy to be supplied to buyer. 4. (1) No agreement shall be of any force or effect unless it is entered into in writing and signed personally by the buyer and by or on behalf of all other parties to the agreement.
 (2) The seller shall, within fourteen days of the making of any agreement, deliver or send a copy thereof to the buyer.
 (3) Any person who fails to comply with the provisions of sub-section (2), shall be guilty of an offence and liable upon conviction to a fine not exceeding twenty-five pounds or to imprisonment for a period not exceeding three months.

What agreements should contain. 5. (1) Every agreement shall contain—
 (a) a statement of the price at which the goods may be purchased by the buyer from the seller for a cash amount in money;
 (b) a statement of the purchase price of the goods, the amounts, separately specified, which are payable in addition to the actual price of the goods, the amount paid by the buyer in money and the amount paid by him in goods in pursuance of the provisions of section *seven*, the amount of each of the instalments by which the purchase price is to be paid, and the date, or the mode of determining the date, upon which each instalment is payable;
 (c) a description of the goods sold under the agreement and of any goods delivered to the seller under section *seven* sufficient to identify them; and
 (d) the terms as to the reservation and passing of ownership in the goods, or as to the seller's right to the return of the goods, as the case may be.

(2) If any such agreement does not comply with the provisions of sub-section (1), other than paragraph (a), the goods shall be deemed to have been sold to the buyer without any reservation as to the ownership therein or without any stipulation as to the seller's right to the return thereof, as the case

2. (1) Die bepalings van hierdie Wet— Toepassing van Wet.
- (a) is van toepassing op kontrakte met betrekking tot roerende goed wat na die inwerkingtreding van hierdie Wet gesluit word, en luidens welke die koopprys nie meer as vyfhonderd pond bedra nie; en
- (b) is nie van toepassing nie op 'n kontrak luidens welke die Staat die verkoper is.
- (2) Artikels *nege, twaalf en dertien* en artikel *sewentien*, vir sover dit betrekking het op sake wat na die inwerkingtreding van hierdie Wet aanhangig gemaak is, is ook van toepassing ten opsigte van kontrakte wat van krag is by en aangegaan is voor die inwerkingtreding van hierdie Wet, en luidens welke die koopprys nie meer as genoemde bedrag bedra nie.
3. (1) Voordat 'n kontrak aangegaan word moet die te wagte verkoper— Kontantprys van goed moet aan voornemende koper meegedeel word en vertaling van kontrak aan hom verstrek word.
- (a) skriftelik aan die te wagte koper, op 'n ander wyse as in 'n aantekening of memorandum van die kontrak, 'n prys meedeel waarteen die goed waarop die kontrak betrekking het van bedoelde verkoper vir 'n kontant bedrag geld gekoop kan word; en
- (b) as die kontrak in een of ander van die amptelike tale aangegaan word, 'n vertaling van die kontrak in die ander amptelike taal, wat in hoofsaak juis is, aan die te wagte koper voorlê:
- Met dien verstande dat dit geag word dat genoegsaam aan paragraaf (a) voldoen is—
- (i) indien die koper die goed of soortgelyke goed besigtig het en daar ten tyde van sy besigtiging kaartjies of etikette geheg was aan of vertoon is by die goed waarop die kontantprys hetsy van die goed as geheel of van al die verskillende artikels of stelle artikels waaruit dit bestaan, duidelik aangegee word; of
- (ii) indien die koper die goed gekies het deur verwysing na 'n katalogus, pryslys of advertensie waarin die kontantprys hetsy van die goed as geheel of van al die verskillende artikels of stelle artikels waaruit dit bestaan, duidelik aangegee word.
- (2) Iemand wat versuim om die bepalings van sub-artikel (1) na te kom is skuldig aan 'n misdryf en by skuldigbevinding strafbaar met 'n boete van hoogstens vyf-en-twintig pond of met gevangenisstraf vir 'n tydperk van hoogstens drie maande.
4. (1) Geen kontrak is geldig nie tensy dit skriftelik aangegaan is en onderteken is deur die koper in eie persoon en deur of ten behoeve van alle ander partye by die kontrak. Kontrakte moet skriftelik aangegaan word en afskrif moet aan koper verstrek word.
- (2) Die verkoper moet, binne veertien dae na die totstandkoming van 'n kontrak, aan die koper 'n afskrif daarvan aflewer of stuur.
- (3) Iemand wat versuim om die bepalings van sub-artikel (2) na te kom is skuldig aan 'n misdryf en by skuldigbevinding strafbaar met 'n boete van hoogstens vyf-en-twintig pond of met gevangenisstraf vir 'n tydperk van hoogstens drie maande.
5. (1) Iedere kontrak moet— Wat kontrakte moet behels.
- (a) die prys vermeld waarteen die goed deur die koper van die verkoper vir 'n kontantbedrag geld gekoop kan word;
- (b) die koopprys van die goed vermeld, asook die bedrae, afsonderlik aangegee, wat benewens die werklike prys van die goed betaalbaar is, die kontantbedrag en die bedrag in goedere ingevolge die bepalings van artikel *sewe* deur die koper betaal, die bedrag van elkeen van die paaielemente waarin die koopprys betaal moet word, en die vervaldatum van elke paaielement, of die manier om daardie datum vas te stel;
- (c) 'n genoegsame beskrywing bevat van die goed ingevolge die kontrak verkoop en van enige goedere ingevolge artikel *sewe* aan die verkoper gelewer, om hul te kan aanwys; en
- (d) die voorwaardes vermeld wat betref die voorbehoud en oorgang van die eiendomsreg op die goed, of wat betref die verkoper se reg op teruggawe van die goed, na gelang van die geval.
- (2) Indien so 'n kontrak nie aan die bepalings van sub-artikel (1), behalwe paragraaf (a), voldoen nie, word die goed geag sonder enige voorbehoud wat betref die eiendomsreg daarop of sonder enige stipulasie wat betref die verkoper se reg op teruggawe daarvan, na gelang van die geval, aan die

may be : Provided that if in any action it is proved to the satisfaction of the court that the agreement substantially complies with the said provisions, and that any failure to comply with the said provisions has not prejudiced the buyer or any other person, the court may, subject to such conditions as it may deem fit to impose, give effect to such reservation or stipulation.

(3) If any such agreement does not comply with the provisions of paragraph (a) of sub-section (1), the goods shall be deemed to have been sold to the buyer at a price which is twenty-five per cent. less than the purchase price, and the amount of each instalment under such agreement shall be decreased accordingly.

Invalidity of certain provisions.

6. (1) Any provision in any contract whereby—

- (a) any person undertakes to enter into an agreement ; or
- (b) any person acting on behalf of the seller in connection with the conclusion of any agreement or the negotiations which precede the conclusion of the agreement, is constituted or deemed to be the agent of the buyer ; or
- (c) the seller is relieved from liability for any act, omission or representation of any person acting on his behalf in the said connection ; or
- (d) the liability of the seller in pursuance of any guarantee or warranty which would, but for such provision be implied in any agreement, is excluded or restricted ; or
- (e) the ownership in any goods to which any agreement relates will not pass upon payment of all the instalments payable in respect of those goods, or, as the case may be, the buyer will be debarred from exercising any right to purchase the goods to which the agreement relates upon payment of all the instalments payable in respect of those goods before he may, in terms of such agreement, exercise the said right ; or
- f) any goods to which any agreement under which one or more instalments have been paid, relates, purport to be disposed of together with other goods to which any agreement superseding such agreement relates ; or
- (g) the seller or any person acting on his behalf is authorized to enter upon any premises for the purpose of taking possession of goods which have been sold under any agreement, or is relieved from liability for any such entry ; or
- (h) the buyer chooses a *domicilium citandi* at a place not referred to in section *nineteen*,

shall, subject to the provisions of sub-section (2), be of no force or effect.

(2) Paragraph (a) of sub-section (1) shall not apply in respect of any contract relating to goods which are, in terms of the contract, to be imported into the Union for sale to the prospective buyer.

One-tenth of purchase price to be paid when agreement entered into.

7. No agreement shall be of any force or effect unless at least one-tenth of the purchase price is paid in a cash amount in money or in goods at the time the agreement is entered into : Provided that—

- (a) any payment in cash shall, to the extent to which it is made out of moneys borrowed directly or indirectly from or through the seller or any person whose business or part of whose business it is by arrangement with the seller to advance money for payments under agreements with the seller ; and
- (b) any payment in goods shall, to the extent to which the amount thereof exceeds a reasonable price for the goods,

be deemed not to be a payment for the purposes of this section.

Inducement to enter into agreements.

8. (1) Any employee, agent or representative of any prospective seller who, directly or indirectly, offers, gives or promises to any prospective buyer any benefit of whatsoever nature, as an inducement to enter into any agreement, shall, subject to the provisions of sub-section (2), be guilty of an offence and liable upon conviction to a fine equal to double the value of the benefit which he has so offered, given or promised.

(2) Sub-section (1) shall not apply with reference to any benefit offered or promised in the ordinary course of business and by way of a proposed term of the agreement.

Buyer entitled to statement of account, etc., and seller to information as to whereabouts of goods.

9. (1) If the buyer makes a written request therefor to the seller and tenders to the seller one shilling for expenses, the seller shall, within seven days after the tender is received, supply to the buyer—

koper verkoop te gewees het : Met dien verstande dat as in 'n geding aan die hof bewys word dat die kontrak in hoofsaak aan genoemde bepalings voldoen en dat enige versuim om genoemde bepalings na te kom nie die koper of enige ander persoon benadeel het nie, die hof, onderworpe aan die voorwaardes wat hy na goeddunke mag ople, aan so 'n voorbehoud of stipulasie gevolg kan gee.

(3) Indien so 'n kontrak nie aan die bepalings van paragraaf (a) van sub-artikel (1) voldoen nie, word die goed geag aan die koper verkoop te gewees het teen 'n prys wat vyf-en-twintig persent minder bedra as die koopprys, en word die bedrag van elke paaiement onder daardie kontrak dienooreenkomstig verminder.

6. (1) Enige bepaling in enige ooreenkoms waardeur—

Ongeldigheid van sekere bepalings.

- (a) iemand onderneem om 'n kontrak aan te gaan ; of
- (b) iemand wat namens die verkoper optree in verband met die sluiting van 'n kontrak of die onderhandelings wat die sluiting van die kontrak voorafgaan, as gevolmagtigde van die koper aangestel word of geag word sulks te wees ; of
- (c) die verkoper onthef word van aanspreeklikheid vir die doen en late of vir enige voorstelling van iemand wat in bedoelde verband namens hom optree ; of
- (d) die aanspreeklikheid van die verkoper ingevolge enige garansie of waarborg wat, as daardie bepaling nie daar was nie, 'n versweë beding van die kontrak sou wees, uitgesluit of beperk word ; of
- (e) die eiendomsreg op enige goed waarop 'n kontrak betrekking het, nie by betaling van al die paaiemente wat ten opsigte van daardie goed betaalbaar is, sal oorgaan nie, of, na gelang van die geval, die koper belet sal word om die reg tot aankoop van die goed waarop die kontrak betrekking het, uit te oefen by betaling van al die paaiemente wat ten opsigte van daardie goed betaalbaar is alvorens hy luidens die kontrak genoemde reg kan uitoefen ; of
- (f) goed waarop 'n kontrak ingevolge welke een of meer paaiemente betaal is, betrekking het, heet van die hand gesit te word tesame met ander goed waarop 'n kontrak wat bedoelde kontrak vervang, betrekking het ; of
- (g) die verkoper of iemand wat namens hom optree gemagtig word om 'n perseel te betree ten einde goed wat kragtens 'n kontrak verkoop is in besit te neem, of onthef word van aanspreeklikheid teroo rsake van sodanige betreding ; of
- (h) die koper 'n *domicilium citandi* kies op 'n plek wat nie in artikel neëntien bedoel word nie,

is, behoudens die by sub-artikel (2) bepaalde, van nul en gener waarde.

(2) Paragraaf (a) van sub-artikel (1) is nie van toepassing nie ten opsigte van 'n ooreenkoms betreffende goed wat, volgens die ooreenkoms, vir verkoop aan die te wagte koper in die Unie ingevoer moet word.

7. Geen kontrak is geldig nie tensy minstens een-tiende van die koopprys by die sluiting van die kontrak in 'n kontantbedrag geld of in goedere betaal word : Met dien verstande dat—

Een-tiende van koopprys moet by sluiting van kontrak betaal word.

- (a) 'n kontantbetaling, vir sover dit geskied uit geld wat direk of indirek geleen is van of deur bemiddeling van die verkoper of iemand wie se besigheid of deel van wie se besigheid dit is om, volgens reëling met die verkoper, geld voor te skiet vir betalings ingevolge kontrakte met die verkoper ; en

- (b) 'n betaling in goedere, vir sover die bedrag daarvan meer is dan 'n redelike prys vir die goed,

geag word nie 'n betaling vir die doeleindes van hierdie artikel te wees nie.

8. (1) 'n Werknemer, agent of verteenwoordiger van 'n te wagte verkoper wat direk of indirek aan 'n te wagte koper 'n voordeel van welke aard ook aanbied, gee of beloof, as beweegmiddel om 'n kontrak aan te gaan, is, behoudens die by sub-artikel (2) bepaalde, skuldig aan 'n misdryf en by skuldigebevinding strafbaar met 'n boete gelyk aan dubbel die waarde van die voordeel wat hy aldus aangebied, gegee of belowe het.

Beweegmiddels om kontrakte aan te gaan.

(2) Sub-artikel (1) is nie van toepassing nie met betrekking tot 'n voordeel wat in die gewone loop van besigheid en by wyee van 'n voorgestelde beding in die kontrak aangebied of beoof word.

9. (1) Indien die koper die verkoper skriftelik daarom versoek en aan die verkoper een sjieling vir koste aanbied, moet die verkoper binne sewe dae na ontvangs van die aanbod, die koper voorsien van—

Koper is geregtig op rekeningstaat ens., en verkoper op inligting omtrent waar goed is.

- (a) a statement signed by or on behalf of the seller, showing—
- (i) the amount paid under the agreement by or on behalf of the buyer;
 - (ii) the amount due under the agreement and unpaid, the date upon which each unpaid instalment became due, and the amount of each such instalment; and
 - (iii) the amount which is to become payable under the agreement, the date or mode of determining the date upon which each future instalment is to become payable, and the amount of each such instalment; and
- (b) a copy of the agreement.

(2) While the agreement is in force the seller shall, not later than the last day of a period of two months after the agreement is entered into, and thereafter not later than the last day of each succeeding period of two months, supply to the buyer a statement signed by or on behalf of the seller showing the total amount paid under the agreement and the amount which is still to become payable thereunder.

(3) If at any time before the ownership in the goods sold is to pass in terms of the agreement, the buyer changes his address or removes or allows the removal of the goods or any part thereof from any premises to be kept at any other premises, he shall, not later than fourteen days after such change or removal, notify the seller or his agent in writing of his new address or, as the case may be, of the premises to which such goods have been removed and of the name and address of the landlord (if any) or his agent of such last-mentioned premises.

(4) Any person who fails to comply with the provisions of sub-section (1), (2) or (3), shall be guilty of an offence and liable on conviction, in the case of a failure to comply with the provisions of sub-section (1) or (2), to a fine not exceeding twenty-five pounds or to imprisonment for a period not exceeding three months, and in the case of a failure to comply with the provisions of sub-section (3), to a fine not exceeding twenty-five pounds.

Cession or hypothecation of and authority to collect periodical income.

10. (1) Any cession or hypothecation to secure any payment under any agreement of so much of any periodical amount payable under a contract of service or towards the maintenance of any person, as in itself or together with any other portion of the said amount which is subject to any prior cession or hypothecation to secure any payment under any other agreement exceeds twenty-five per cent. of the said amount, shall to the extent to which it is a cession or hypothecation in excess of such percentage of the said amount be of no force or effect.

(2) Any authority given to any person for the purpose of securing any payment under any agreement, by the person entitled to any such periodical amount, to receive or collect the said amount or any part thereof, shall at all times be revocable.

Negotiable instruments.

11. (1) Any person who takes any negotiable instrument (other than a cheque which is not a post-dated cheque) knowing that it is or was given or drawn in respect of any liability under an agreement, shall be guilty of an offence and liable on conviction to a fine not exceeding fifty pounds, or to imprisonment not exceeding a period of six months, or to both such fine and imprisonment.

(2) The provisions of sub-section (1) shall not affect the validity of any such instrument: Provided that any person who has in respect of any such instrument committed an offence under the said sub-section, shall have no right of action on that instrument.

Limitation of seller's right to enforce certain provisions of agreement.

12. No seller shall, by reason of any failure on the part of the buyer to carry out any obligation under any agreement, be entitled to enforce—

- (a) any provision in the agreement for the acceleration of the payment of any instalment, unless an instalment or any part thereof which is not less than one-tenth of the purchase price, or two or more instalments or parts of instalments which together are not less than one-twentieth of the purchase price, are due and unpaid; or
- (b) any provision in the agreement for the payment of any amount as damages, or for any forfeiture or penalty, or for the acceleration of the payment of any instalment, unless he has made written demand to the buyer to carry out the obligation in question

(a) 'n staat deur of ten behoeve van die verkoper onderteken, waarin aangegee word—

(i) die bedrag deur of ten behoeve van die koper ingevolge die kontrak betaal;

(ii) die bedrag wat ingevolge die kontrak opeisbaar en onbetaald is, die datum waarop elke onbetaalde paalement verval het, en die bedrag van elke sodanige paalement; en

(iii) die bedrag wat ingevolge die kontrak betaalbaar sal word, die vervaldatum van elke toekomstige paalement of die manier om daardie datum vas te stel, en die bedrag van elke sodanige paalement; en

(b) 'n afskrif van die kontrak.

(2) Terwyl die kontrak van krag is moet die verkoper, nie later nie dan die laaste dag van 'n tydperk van twee maande nadat die kontrak gesluit is, en daarna nie later nie dan die laaste dag van elke daaropvolgende tydperk van twee maande, die koper voorsien van 'n staat deur of ten behoeve van die verkoper onderteken, waarin die totaalbedrag vermeld word wat ingevolge die kontrak betaal is, asook die bedrag wat nog ingevolge daarvan betaalbaar sal word.

(3) Indien die koper te eniger tyd voordat die eiendomsreg op die verkoopte goed volgens die kontrak moet oorgaan, sy adres verander of die goed of 'n deel daarvan wegneem of toelaat dat dit weggeneem word van enige perseel om op 'n ander perseel gehou te word, moet hy, nie later as veertien dae na bedoelde verandering of wegname, die verkoper of sy verteenwoordiger skriftelik in kennis stel van sy nuwe adres, of na gelang van die geval, van die perseel waarheen die goed geneem is en van die naam en adres van die verhuurder (as daar een is) of sy verteenwoordiger van laasbedoelde perseel.

(4) Iemand wat versuim om die bepalings van sub-artikel (1), (2) of (3) na te kom, is skuldig aan 'n misdryf en by skuldigbevinding strafbaar, in die geval van 'n versuim om die bepalings van sub-artikel (1) of (2) na te kom, met 'n boete van hoogstens vyf-en-twintig pond of met gevangenisstraf vir 'n tydperk van hoogstens drie maande, en in die geval van 'n versuim om die bepalings van sub-artikel (3) na te kom, met 'n boete van hoogstens vyf-en-twintig pond.

10. (1) 'n Sessie of hypothekering ter versekering van enige betaling ingevolge 'n kontrak, van soveel van 'n periodieke bedrag betaalbaar kragtens 'n dienskontrak of tot onderhoud van enige persoon, as wat alleen of tesame met 'n ander gedeelte van genoemde bedrag wat onderworpe is aan 'n vorige sessie of hypothekering ter versekering van enige betaling ingevolge 'n ander kontrak, meer bedra as vyf-en-twintig persent van genoemde bedrag, is, in die mate waarin dit 'n sessie of hypothekering is van meer as daardie persentasie van genoemde bedrag, van nul en gener waarde.

Sessie of hypothe-
kering en mag-
tiging tot
insameling van
periodieke
inkomste.

(2) 'n Magtiging aan iemand verleen ter versekering van enige betaling ingevolge 'n kontrak, deur iemand wat op so 'n periodieke bedrag geregtig is, tot ontvangs of insameling van genoemde bedrag of gedeelte daarvan, is te alle tye herroeplik.

11. (1) Iemand wat 'n verhandelbare stuk (behalwe 'n tjek wat nie 'n postdateerde tjek is nie) neem, wetende dat dit gegee of getrek word of gegee of getrek is ten opsigte van enige aanspreeklikheid ingevolge 'n kontrak, is skuldig aan 'n misdryf en by skuldigbevinding strafbaar met 'n boete van hoogstens vyftig pond of met gevangenisstraf vir 'n tydperk van hoogstens ses maande, of met beide sodanige boete en gevangenisstraf.

Verhandelbare
stukke.

(2) Die bepalings van sub-artikel (1) raak nie die geldigheid van so 'n stuk nie: Met dien verstande dat iemand wat ten opsigte van so 'n stuk 'n misdryf ingevolge genoemde sub-artikel begaan het, geen reg van aksie op daardie stuk het nie.

12. Geen verkoper is, ter oorsake van 'n versuim aan die kant van die koper om 'n verpligting ingevolge 'n kontrak na te kom, geregtig om—

Beperking van
verkoper se reg om
sekere bepalings
van kontrak af te
dwing.

(a) 'n voorsiening in die kontrak vir vervroegde betaling van enige paalement af te dwing nie, tensy 'n paalement of gedeelte daarvan wat minstens een-tiende van die koopprys bedra, of twee of meer paalemente of gedeeltes van paalemente wat tesame minstens een-twintigste van die koopprys bedra, opeisbaar en onbetaald is; of

(b) 'n voorsiening in die kontrak vir betaling van 'n bedrag as skadevergoeding, of vir 'n verbeuring of straf, of vir die vervroegde betaling van 'n paalement, af te dwing nie, tensy hy skriftelik van die koper geëis het dat hy die betrokke verpligting moet nakom

within a period stated in such demand, not being less than ten days, and the buyer has failed to comply with such demand.

Buyer's right to be reinstated after return of goods to seller.

13. (1) If the seller has, as a result of the failure of the buyer to pay any instalment due under any agreement, recovered possession, otherwise than by an order of court, of any goods to which the agreement relates, the buyer shall except where he has himself terminated the agreement be entitled if he pays all arrears due under the agreement within a period of twenty-one days after the seller recovered possession of the goods, to the return of the goods at the seller's place of business or, if he has no place of business or if the buyer so requests, at the premises in which the goods are kept, and to be reinstated in his rights under the agreement.

(2) Any seller who fails to return any goods to a buyer in pursuance of an obligation under sub-section (1), shall be guilty of an offence and liable on conviction to a fine not exceeding fifty pounds.

Buyer's right to terminate agreement and to pay instalments before due date.

14. The buyer shall at all times be entitled—

(a) subject to the provisions of paragraph (b) of sub-section (1) of section *fifteen* and provided that he tenders to the seller the return of the goods, to terminate the agreement by giving written notice of termination to the seller;

(b) to pay any instalment of the purchase price before it is due, and shall, if he pays the whole of the purchase price remaining unpaid (not being the last instalment of the purchase price) together with such interest as may have accrued up to the date upon which the payment is made, in one amount, be entitled to the reduction of each instalment not due at the said date by an amount calculated at the rate of five per cent. per annum on such instalment in respect of the period by which the payment of such instalment is accelerated.

Buyer's rights upon termination, rescission or breach of agreement.

15. (1) If any agreement is—

(a) terminated or rescinded, the buyer shall, to the extent to which the seller would be placed in a better financial position than that in which he would have been if the agreement had expired after regular performance by the buyer of all his obligations thereunder, not be bound to make any payment or to perform any other act, and shall to the said extent not incur the forfeiture of any payment; and

(b) terminated by the buyer under paragraph (a) of section *fourteen*, he shall, subject to any provision in the agreement for a lesser obligation be bound to place the seller in the financial position in which the seller would have been if the agreement had expired after regular performance by the buyer of all his obligations thereunder

(2) If the buyer fails to carry out any obligation under any agreement, or if any other contingency occurs, upon the occurrence of which the seller is entitled, in terms of the agreement, to take any action against the buyer, and the agreement is not terminated or rescinded, the buyer shall not be bound to make any payment or to perform any other act, by which the seller would be placed in a better financial position than that in which he would have been if the buyer had carried out the obligation in question, or if such contingency had not occurred.

Valuation of goods.

16. (1) If for the purposes of this Act or in connection with any agreement, the value of any goods at any time after delivery or transfer of the possession thereof to the buyer, is to be ascertained, the parties concerned may, in the absence of agreement, jointly nominate a sworn appraiser to determine the said value.

(2) If the parties concerned cannot agree as to the person to be so nominated, any of them may apply to the court for the appointment of a sworn appraiser for the said purpose, and if the application is made to a magistrate's court and no action relating to or arising out of the agreement is pending before a superior court, such magistrate's court shall, notwithstanding anything to the contrary in any law, but subject to the provisions of section *nineteen*, have jurisdiction to make such an appointment.

(3) The determination of a sworn appraiser nominated under sub-section (1) or appointed under sub-section (2) shall be final and binding upon all parties to the agreement.

binne 'n in die eis vermelde tydperk wat nie minder as tien dae is nie, en die koper versuim het om aan die eis te voldoen.

13. (1) Indien die verkoper as gevolg van die versuim van die koper om 'n paalement wat ingevolge 'n kontrak opeisbaar is, te betaal, goed waarop die kontrak betrekking het op ander wyse as deur 'n bevel van die hof in sy besit teruggekry het, is die koper, as hy nie self die kontrak beëindig het nie, by betaling binne 'n tydperk van een-en-twintig dae nadat die verkoper die goed in sy besit teruggekry het, van alle agterstallige bedrae wat ingevolge die kontrak opeisbaar is, geregtig op teruggawe van die goed by die verkoper se besigheidsplek, of as hy geen besigheidsplek het nie of as die koper dit versoek, by die perseel waarop die goed gehou word, en om in sy regte ingevolge die kontrak herstel te word.

Reg van koper op herstel na terug-gawe van goed aan verkoper.

(2) 'n Verkoper wat versuim om ingevolge 'n verpligting kragtens sub-artikel (1) enige goed aan 'n koper terug te gee, is skuldig aan 'n misdryf en by skuldigbevinding strafbaar met 'n boete van hoogstens vyftig pond.

14. Die koper is te alle tye geregtig—

Reg van koper om kontrak te beëindig en om paalemente voor vervaldag te betaal.

(a) met inagneming van die bepalinge van paragraaf (b) van sub-artikel (1) van artikel *vyftien* en mits hy aan die verkoper die teruggawe van die goed aanbied, om die kontrak by skriftelike kennisgewing van beëindiging aan die verkoper, te beëindig;

(b) om enige paalement van die koopprys voor die vervaldag te betaal, en is, as hy die hele koopprys wat nog onbetaald is (mits dit nie die laaste paalement van die koopprys is nie) met die rente wat tot op die datum waarop die betaling geskied, opgeloopt het, in een bedrag betaal, geregtig op die vermindering van elke paalement wat nie op genoemde datum opeisbaar is nie, met 'n bedrag bereken teen die koers van vyf persent per jaar op bedoelde paalement ten opsigte van die tydperk waarby die betaling van bedoelde paalement vervroeg is.

15. (1) Indien 'n kontrak—

Regte van koper by beëindiging, ontbinding of nie-nakoming van kontrak.

(a) beëindig of ontbind word, is die koper, in die mate waarin die verkoper in 'n beter vermoëstoestand gestel sou word as die waarin hy sou verkeer het by afloop van die kontrak na reëlmatige nakoming deur die koper van al sy verpligtings ingevolge die kontrak, nie verplig tot enige betaling of die verrigting van enige ander handeling nie, en loop hy in bedoelde mate geen verbeuring van enige betaling op nie; en

(b) deur die koper ingevolge paragraaf (a) van artikel *veertien* beëindig word, is hy, behoudens enige voorsiening in die kontrak vir 'n mindere verpligting, verplig om die verkoper in die vermoëstoestand te stel waarin die verkoper sou verkeer het by afloop van die kontrak na reëlmatige nakoming deur die koper van al sy verpligtings ingevolge die kontrak.

(2) Indien die koper versuim om 'n verpligting ingevolge 'n kontrak na te kom, of indien 'n ander gebeurlikheid plaasvind, by die plaasvind waarvan die verkoper volgens die kontrak geregtig is om stappe teen die koper te doen, en die kontrak nie beëindig of ontbind word nie, is die koper nie verplig tot enige betaling of die verrigting van enige ander handeling waardeur die verkoper in 'n beter vermoëstoestand gestel sou word as dié waarin hy sou verkeer het as die koper die betrokke verpligting sou nagekom het of as daardie gebeurlikheid nie sou plaasgevind het nie.

16. (1) Indien vir die doeleindes van hierdie Wet of in verband met 'n kontrak, bepaal moet word wat die waarde van goed is op een of ander tydstop na lewering of oordrag van die goed, kan die betrokke partye, as hulle nie tot 'n ooreenkoms dienaangaande kan geraak nie, gesamentlik 'n beëdigde taksateur benoem om bedoelde waarde vas te stel.

Waardering van goed.

(2) Indien die betrokke partye, wat die persoon betref wat aldus benoem moet word, nie tot 'n ooreenkoms kan geraak nie, kan enigeen van hulle by die hof aansoek doen om die aanstelling van 'n beëdigde taksateur vir genoemde doel en as die aansoek by 'n magistratshof gedoen word en geen aksie wat in verband staan met of ontstaan uit die kontrak in 'n hooggeregshof hangende is nie, het daardie magistratshof ondanks andersluidende bepalinge in 'n ander wet vervat, maar behoudens die bepalinge van artikel *negentien*, jurisdiksie om so 'n aanstelling te doen.

(3) Die vasstelling van 'n beëdigde taksateur kragtens sub-artikel (1) benoem of kragtens sub-artikel (2) aangestel, is afdoende en bind al die partye by die kontrak.

(4) The provisions of this section shall not affect the powers of any court to determine the value of any such goods with reference to which no sworn appraiser has been nominated under sub-section (1) or appointed under sub-section (2).

Powers of court.

17. (1) In any action by the seller for the return of any goods to which any agreement relates, the court may, without prejudice to any other power—

- (a) make an order for the return of the goods to the seller, subject to repayment by the seller of so much of the purchase price received by him, as may be found by the court to be just ; or
- (b) make an order for the return of a part of the goods to the seller and in the case of an instalment sale agreement, for the retention by the buyer of, or in the case of a hire-purchase agreement, for the transfer to the buyer of the seller's title to the remainder of the goods ; or
- (c) make an order, in the case of an instalment sale agreement, for the retention by the buyer of part of the goods, or in the case of a hire-purchase agreement, for the transfer to the buyer of the seller's title to part of the goods, and an order referred to in paragraph (e) in respect of the remainder of the goods ; or
- (d) make an order referred to in paragraph (b), subject to—
 - (i) repayment by the seller of so much of the purchase price received by him, or
 - (ii) payment by the buyer of so much of the unpaid balance of the purchase price, as the court may deem just ; or
- (e) make an order requiring the goods to be sold by public auction, by an auctioneer nominated by the court, within a period stated in the order, or if the parties so agree, by private treaty.

(2) No order shall be made in terms of sub-paragraph (ii) of paragraph (d) of sub-section (1), unless the buyer satisfies the court that the order will be carried out forthwith.

(3) Any order referred to in paragraph (e) of sub-section (1) shall state the total amount found by the court to be payable under the agreement, the total amount of payments so found to have been made thereunder and the party by whom the costs incidental to the sale shall be borne ; and the court may, when making any such order, at the same time order the buyer to pay to the seller the deficiency referred to in sub-section (5), if any.

(4) If any goods are sold in pursuance of any order referred to in paragraph (e) of sub-section (1), the auctioneer or, in the case of a sale by private treaty, the seller, shall, after deducting any costs incidental to the sale awarded by the court against the buyer, any other costs so awarded and the total amount stated in the order to be payable under the agreement less the total amount of payments so stated to have been made thereunder, pay over the balance of the proceeds of the sale to the buyer. Any costs incidental to the sale, which have been so awarded, shall be a first charge upon the proceeds of the sale.

(5) If the net proceeds of the sale are insufficient to discharge the buyer's liability in respect of any costs referred to in sub-section (4) and his liability under the agreement, the seller may recover the deficiency by action in a competent court.

(6) If damages have been awarded against the seller in the proceedings, the amount thereof or so much of the said amount as the court may determine, shall be deemed to have been paid by the buyer in respect of the purchase price of the goods, and thereupon the damages shall accordingly be remitted either in whole or in part.

(7) On the institution of an action referred to in sub-section (1) and pending the conclusion of the proceedings, the court shall, in addition to any other powers, have power, upon the application of the seller, to make such orders as the court may deem just for the purpose of protecting the goods from damage or depreciation, including orders restricting or prohibiting the use of the goods or giving directions as to their custody.

Decrees of civil imprisonment and garnishee orders.

18. No decree of civil imprisonment or garnishee order for the purpose of enforcing payment by the buyer of any amount payable under an agreement or as a result of the termination or rescission thereof or as damages for any breach thereof shall be made by any court.

(4) Die bepalings van hierdie artikel doen geen afbreuk nie aan die bevoegdheede van 'n hof om die waarde te bepaal van enige sodanige goed met betrekking tot welke geen beëdigde taksateur kragtens sub-artikel (1) benoem of kragtens sub-artikel (2) aangestel is nie.

17. (1) By 'n aksie deur die verkoper vir teruggawe van goed Bevoegdheede vann waarop 'n kontrak betrekking het, kan die hof, sonder vermindering van enige ander bevoegdheid— die hof.

- (a) beveel dat die goed aan die verkoper teruggegee word, onderhewig aan terugbetaling deur die verkoper van soveel van die koopprys wat hy ontvang het as wat deur die hof bevind mag word billik te wees ; of
- (b) beveel dat gedeelte van die goed aan die verkoper teruggegee word en wat die res van die goed betref, in die geval van 'n kontrak van verkoop op afbetaling, dat die koper dit behou, of in die geval van 'n huurkoopkontrak, dat die verkoper se reg daarop aan die koper oorgedra word ; of
- (c) beveel, in die geval van 'n kontrak van verkoop op afbetaling, dat die koper 'n gedeelte van die goed behou, of in die geval van 'n huurkoopkontrak, dat die verkoper se reg op gedeelte van die goed aan die koper oorgedra word, en ten opsigte van die res van die goed 'n in paragraaf (e) bedoelde bevel gee ; of
- (d) 'n in paragraaf (b) bedoelde bevel gee, onderhewig aan—
 - (i) terugbetaling deur die verkoper van soveel van die koopprys wat hy ontvang het ; of
 - (ii) betaling deur die koper van soveel van die onbetaalde restant van die koopprys, as wat die hof billik mag ag ; of
- (e) 'n bevel gee wat voorskryf dat die goed deur 'n afslaer deur die hof benoem binne 'n tydperk in die bevel vermeld, by openbare veiling, of as die partye daartoe ooreenkom, uit die hand, verkoop moet word.

(2) 'n Bevel ooreenkomstig sub-paragraaf (ii) van paragraaf (d) van sub-artikel (1) word nie gegee nie, tensy die koper die hof oortuig dat die bevel onverwyld uitgevoer sal word.

(3) 'n In paragraaf (e) van sub-artikel (1) bedoelde bevel moet die totaalbedrag vermeld wat volgens bevinding van die hof kragtens die kontrak betaalbaar is, die totaalbedrag wat volgens sodanige bevinding uit kragte daarvan gedoen is en die party wat die koste in verband met die verkoop moet dra ; en die hof kan, wanneer hy so 'n bevel gee, tegelykertyd die koper beveel om aan die verkoper die in sub-artikel (5) bedoelde tekort (as daar een is) te betaal.

(4) Indien goed ingevolge 'n in paragraaf (e) van sub-artikel (1) bedoelde bevel verkoop word, moet die afslaer of, in die geval van 'n verkoop uit die hand, die verkoper, na aftrek van enige koste in verband met die verkoop deur die hof teen die koper toegeken (as daar sulke koste is), enige ander koste aldus toegeken en die totaalbedrag in die bevel vermeld as betaalbaar kragtens die kontrak min die totaalbedrag van betalings aldus vermeld as uit kragte daarvan gedoen, die restant van die opbrengs van die verkoop aan die koper oorbetaal. Koste in verband met die verkoop, wat aldus toegeken is, is 'n preferente skuld teen die opbrengs van die verkoop.

(5) Indien die netto opbrengs van die verkoop onvoldoende is om die koper se aanspreeklikheid ten opsigte van enige in sub-artikel (4) genoemde koste en sy aanspreeklikheid ingevolge die kontrak, te delg, kan die verkoper die tekort by wyse van aksie in 'n bevoegde hof verhaal.

(6) Indien in die geding skadevergoeding teen die verkoper toegeken is, word die bedrag daarvan of soveel van daardie bedrag as wat die hof mag bepaal, geag deur die koper betaal te gewees het ten opsigte van die koopprys van die goed, en daarop word die skadevergoeding dienooreenkomstig geheel of ten dele kwytsgekeld.

(7) Die hof is, benewens enige ander bevoegdheid, bevoeg om na die instelling van 'n in sub-artikel (1) bedoelde aksie en tydens afwagting van die beëindiging van die geding, op aansoek van die verkoper, sodanige bevel te gee as wat die hof billik mag ag ten einde die goed teen skade of waardevermindering te beskerm, met inbegrip van bevel wat die gebruik van die goed beperk of verbied, of wat voorskrifte inhou omtrent hul bewaring.

18. Geen bevel tot gyseling of skuldbeslagorder wat die afdwing ten doel het van betaling deur die koper van 'n bedrag wat ingevolge 'n kontrak of as gevolg van die beëindiging of herroeping daarvan of as skadevergoeding vir 'n breuk daarvan betaalbaar is, word deur enige hof gegee nie. Bevele tot gyseling en skuldbeslagorders.

- Jurisdiction. 19. No court other than the court within whose area of jurisdiction the place where the buyer is ordinarily resident or employed or ordinarily carries on any business, profession, trade or calling, is situate, shall, except with the consent of the buyer given specifically with reference to the proceedings in such court, have jurisdiction in any civil matter relating to or arising out of any agreement: Provided that the foregoing provisions of this section shall not apply if there is no place in the Union where the buyer is so resident or employed, or does so carry on any business, profession, trade or calling.
- Waiver of rights by buyer. 20. No waiver by any buyer of any right under this Act shall be of any force or effect.
- Repeal of section 71 of Act 29 of 1926. 21. Section *seventy-one* of the Insolvency Act, 1916, Amendment Act, 1926, is hereby repealed.
- Amendment of section 69 of Act 32 of 1917, as amended by section 88 of Act 46 of 1935. 22. Section *sixty-nine* of the Magistrates' Courts Act, 1917, is hereby amended by the deletion in paragraph (a) of sub-section (4) of the words "or from any liability to pay any money under a hire purchase agreement" and of the words "or the lessor under the hire purchase agreement was induced to deliver the asset let by him."
- Amendment of section 84 of Act 24 of 1936. 23. Section *eighty-four* of the Insolvency Act, 1936, is hereby amended by the substitution in sub-section (1) for the words "provided for the passing of the ownership of that property when certain payments prescribed in the agreement have been made" of the words "is a hire-purchase agreement in terms of section *one* of the Hire-Purchase Act, 1942."
- Amendment of section 9 of Act 29 of 1940, as amended by section 23 of Act 45 of 1941. 24. Section *nine* of the Defence Special Pensions and Moratorium Act, 1940, is hereby amended—
 (a) by the insertion in sub-section (1) after the words "hire-purchase agreement" of the words "as defined in section *one* of the Hire-Purchase Act, 1942,"; and
 (b) by the substitution in sub-section (3) in the words preceding paragraph (a), for the word "a" of the words "any such".
- Short title. 25. This Act shall be called the Hire-Purchase Act, 1942.

19. Geen ander hof as die hof binne wie se regsgebied die Jurisdiksie. plek geleë is waar die koper gewoonlik woon of in diens is of besigheid dryf of 'n professie, bedryf of beroep uitoefen, het, behalwe met toestemming van die koper bepaaldelik met verwysing na die geding in daardie hof verleen, jurisdiksie in enige siviele aangeleentheid wat in verband staan met of ontstaan uit 'n kontrak: Met dien verstande dat die voorgaande bepalinge van hierdie artikel nie van toepassing is nie as daar geen plek in die Unie is waar die koper aldus woon of in diens is of aldus besigheid dryf of 'n professie, bedryf of beroep uitoefen.
20. Die afstand deur 'n koper van enige reg kragtens hierdie Afstand van regte Wet, is van nul en gener waarde. deur koper.
21. Artikel *een-en-sewentig* van die „Insolventie Wet, 1916, Herroeping van artikel 71 van Wet 29 van 1926. Wijzigingswet, 1926”, word hiermee herroep.
22. Artikel *negen-en-sestig* van die „Magistraatshoven Wet, 1917”, word hiermee gewysig deur in paragraaf (a) van sub-artikel (4) die woorde „of op een verplichting tot betaling van geld ingevolge een huurkoopvereenkomst” en die woorde „of de verhuurder onder de huurkoopvereenkomst tot levering van het door hem verhuurde goed” te skrap. Wysiging van artikel 69 van Wet 32 van 1917, soos gewysig deur artikel 88 van Wet 46 van 1935.
23. Artikel *vier-en-tagtig* van die Insolvensiewet, 1936, word hiermee gewysig deur in sub-artikel (1) die woorde „voorsiening gemaak het vir die oorgang van die eiendom van daardie goed wanneer sekere in die ooreenkoms voorgeskrewe betalings gedaan is” te vervang deur die woorde „'n huurkoopkontrak is volgens artikel *een* van die Wet op Huurkoop, 1942.”. Wysiging van artikel 84 van Wet 24 van 1930.
24. Artikel *nege* van die Verdediging Spesiale Pensioen- en Moratorium Wet, 1940, word hiermee gewysig— Wysiging van artikel 9 van Wet 29 van 1940, soos gewysig deur artikel 23 van Wet 45 van 1941.
- (a) deur in sub-artikel (1) na die woord „huurkoopkontrak” die woorde „soos in artikel *een* van die Wet op Huurkoop, 1942, omskryf,” in te voeg; en
- (b) deur in sub-artikel (3) in die woorde wat paragraaf (a) voorafgaan na die woord „ingevolge” die woord „so” in te voeg.
25. Hierdie Wet heet die Wet op Huurkoop, 1942. Kort titel.