

## CHAPTER 328

### HIRE-PURCHASE

1959-19

This Act came into operation on 1st September, 1959.

#### **Amended by:**

*1973-49*

*2002-21*

#### **Law Revision Orders**

*The following Law Revision Order or Orders authorized the insertion and removal of pages as the case may be under the Law Revision Act Cap.2 now repealed:*

1978

2002

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#### **Guide to symbols in historical notes:**

- indicates an amendment made by an Act

/ indicates an amendment made by statutory instrument



## **CHAPTER 328**

### **HIRE-PURCHASE 1959-19**

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#### SCHEDULE

*NOTICE TO BE INCLUDED IN NOTE OR MEMORANDUM OF HIRE-PURCHASE AGREEMENT*

**BARBADOS****HIRE-PURCHASE  
1959-19**

*An Act to amend the law with respect to the hire-purchase and sale upon credit of goods.*

[Commencement: 1st September, 1959]

**Short title**

1. This Act may be cited as the *Hire-Purchase Act*.

**Interpretation**

- 2.(1) For the purposes of this Act, the expressions “action”, “buyer”, “delivery”, “goods”, “property”, “sale”, “seller” and “warranty” have the meanings respectively assigned to them in the *Sale of Goods Act*, Cap. 318;

and the expression

“contract of guarantee” means, in relation to any hire-purchase agreement or credit-sale agreement, a contract made at the request, express or implied, of the hirer or buyer to guarantee the performance of the hirer’s or buyer’s

obligations under the hire-purchase agreement or credit-sale agreement; and the expression “guarantor” shall be construed accordingly;

“credit-sale agreement” means an agreement for the sale of goods under which the purchase price is payable by five or more instalments;

“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; 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 therein will or may pass to the bailee, the agreements shall be treated for the purposes of this Act as a single agreement made at the time when the last of the agreements was made;

“hire-purchase price” means the total sum payable by the hirer under a hire-purchase agreement in order to complete the purchase of goods to which the agreement relates, exclusive of any sum payable as a penalty or as compensation or damages for a breach of the agreement, and includes any sum payable by the hirer under a hire-purchase agreement by way of a deposit or other initial payment or credited or to be credited to him under such an agreement on account of any such deposit or payment, whether that sum is to be or has been paid to the owner or to any other person or is to be or has been discharged by a payment of money or by the transfer or delivery of goods or by any other means;

“hirer” means the person who takes or has taken goods from an owner under a hire-purchase agreement and includes a person to whom the hirer’s rights or liabilities under the agreement have passed by assignment or by operation of law;

“owner” means the person who proposes to let, lets or has let goods to a hirer under a hire-purchase agreement, and includes a person to whom the owner’s property in the goods or any of the owner’s rights or liabilities under the agreement has passed by assignment or by operation of law;

“total purchase price” means the total sum payable by the buyer under a credit-sale agreement, exclusive of any sum payable as a penalty or as compensation or damages for a breach of the agreement.

(2) Where an owner has agreed that any part of the hire-purchase price may be discharged otherwise than by the payment of money, any such discharge shall, for the purposes of sections 6 and 8, be deemed to be a payment of that part of the hire-purchase price.

### **Application of Act**

3. This Act applies in relation to all hire-purchase agreements and credit-sale agreements under which the hire-purchase price or total purchase price, as the case may be, does not exceed the sum of twelve thousand dollars, and the expressions “hire-purchase agreement” and “credit-sale agreement” shall be construed accordingly.

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[1973-49]

### **Requirements relating to hire-purchase agreements**

4.(1) Before any hire-purchase agreement is entered into in respect of any goods, the owner shall state in writing to the prospective hirer, otherwise than in the note or memorandum of the agreement, a price at which the goods may be purchased by him for cash (in this section referred to as the cash price):

Provided that this subsection shall be deemed to have been sufficiently complied with—

- (a) if the hirer 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
- (b) if the hirer 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) An owner shall not be entitled to enforce a hire-purchase agreement or any contract of guarantee relating thereto or any right to recover the goods from the hirer, and no security given by the hirer in respect of money payable under the hire-purchase agreement or given by a guarantor in respect of money payable under such a contract of guarantee shall be enforceable against the hirer or guarantor by any holder thereof, unless the requirement specified in subsection (1) has been complied with, and—

- (a) a note or memorandum of the agreement is made and signed by the hirer and by or on behalf of all other parties to the agreement; and
- (b) the note or memorandum contains a statement of the hire-purchase price and of the cash price of the goods to which the agreement relates and of the amount of each of the instalments by which the hire-purchase price is to be paid and of the date, or the mode of determining the date, upon which each instalment is payable and contains a list of the goods to which the agreement relates sufficient to identify them; and
- (c) the note or memorandum contains a notice, which is at least as prominent as the rest of the contents of the note or memorandum, in the terms prescribed in the Schedule; and
- (d) a copy of the note or memorandum is delivered or sent to the hirer at his address as contained in the agreement within seven days of the making of the agreement:

Provided that where the court is satisfied in any action that a failure to comply with the requirement specified in subsection (1) or any requirement specified in paragraph (b), (c) or (d) has not prejudiced the hirer and that it would be just and equitable to dispense with the requirement, the court may, subject to any conditions that it thinks fit to impose, dispense with that requirement for the purposes of the action.

**Requirements relating to credit-sale agreement**

5.(1) Before making any credit-sale agreement under which the total purchase price exceeds seventy-five dollars, the seller shall state in writing to the prospective buyer, otherwise than in the note or memorandum of the agreement, a price at which the goods may be purchased by him for cash (in this section referred to as the cash price):

Provided that this subsection shall be deemed to have been sufficiently complied with—

- (a) 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
- (b) 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) A person who has sold goods by a credit-sale agreement under which the total purchase price exceeds seventy-five dollars shall not be entitled to enforce the agreement or any contract of guarantee relating thereto, and no security given by the buyer in respect of money payable under the credit-sale agreement or given by a guarantor in respect of money payable under such a contract of guarantee as aforesaid shall be enforceable against the buyer or guarantor by any holder thereof, unless the requirement specified in subsection (1) has been complied with, and—

- (a) a note or memorandum of the agreement is made and signed by the buyer and by or on behalf of all other parties to the agreement; and
- (b) the note or memorandum contains a statement of the total purchase price and of the cash price of the goods to which the agreement relates and of the amount of each of the instalments by which the total purchase

price is to be paid and of the date, or the mode of determining the date, upon which each instalment is payable and contains a list of the goods to which the agreement relates sufficient to identify them; and

- (c) a copy of the note or memorandum is delivered or sent to the buyer at his address as contained in the agreement within seven days of the making of the agreement:

Provided that where the court is satisfied in any action that a failure to comply with the requirement specified in subsection (1) or any requirement specified in paragraph (b) or (c) has not prejudiced the buyer and that it would be just and equitable to dispense with the requirement, the court may, subject to any conditions that it thinks fit to impose, dispense with that requirement for the purposes of the action.

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### **Right of hirer to determine hire-purchase agreements**

6.(1) A hirer shall, at any time before the final payment under a hire-purchase agreement falls due, be entitled to determine the agreement by giving notice of termination in writing to any person entitled or authorised to receive the sums payable under the agreement and at the same time, or prior thereto, shall deliver the goods to the owner and shall, on determining the agreement under this section, be liable, without prejudice to any liability which has accrued before the termination, to pay the amount, if any, due in respect of the hire-purchase price immediately before the termination or such less amount as may be specified in the agreement.

(2) Where a hirer gives notice of termination of a hire-purchase agreement without delivering the goods as required by this section, such notice shall be of no effect and the hire-purchase agreement shall remain in full force.

(3) Where a hire-purchase agreement has been determined under this section, the hirer shall, if he has failed to take reasonable care of the goods, be liable to pay damages for the failure.

(4) Nothing in this section shall prejudice any right of a hirer to determine a hire-purchase agreement otherwise than by virtue of this section.

### **Avoidance of certain provisions**

7. Any provision in any agreement—

- (a) whereby an owner or any person acting on his behalf is authorised to enter forcibly upon any premises for the purpose of taking possession of goods which have been let under a hire-purchase agreement or is relieved from liability for any such forcible entry; or
- (b) whereby the right conferred on a hirer by this Act to determine the hire-purchase agreement is excluded or restricted or whereby any liability in addition to the liability imposed by this Act is imposed on a hirer by reason of the termination of the hire-purchase agreement by him under this Act; or
- (c) whereby the right conferred on a hirer by this Act to remedy the breach of a hire-purchase agreement in accordance with this Act is excluded or restricted or whereby any liability in addition to the liability imposed by this Act is imposed on a hirer by reason of the continuation of the hire-purchase agreement under this Act; or
- (d) whereby a hirer, after the determination of the hire-purchase agreement or the bailment in any manner whatsoever, is subject to a liability which exceeds the liability to which he would have been subject if the agreement had been determined by him under this Act; or
- (e) whereby any person acting on behalf of an owner or seller in connection with the formation or conclusion of a hire-purchase or credit-sale agreement is treated as or deemed to be the agent of the hirer or the buyer; or

- (f) whereby an owner or seller is relieved from liability for the acts or defaults of any person acting on his behalf in connection with the formation or conclusion of a hire-purchase agreement or credit-sale agreement,

shall be void.

**Duty of owners and sellers to supply documents and information**

**8.(1)** At any time before the final payment has been made under a hire-purchase agreement or credit-sale agreement, any person entitled to enforce the agreement against the hirer or buyer shall, within seven days after he has received a request in writing from the hirer or buyer and the hirer or buyer has tendered to him the sum of twenty-five cents for expenses, supply to the hirer or buyer a copy of any memorandum or note of the agreement, together with a statement signed by the said person or his agent showing—

- (a) the amount paid by or on behalf of the hirer or buyer;
- (b) the amount which has become due under the agreement but remains unpaid and the date upon which each unpaid instalment became due and the amount of each such instalment; and
- (c) the amount which is to become payable under the agreement and the date or the mode of determining the date upon which each future instalment is to become payable and the amount of each such instalment.

(2) The request in writing required by this section shall contain an address to which the copy of the memorandum or note of the agreement and the statement are to be sent and a person entitled to enforce the agreement against the hirer or buyer shall be deemed to have complied with this section if, within the said seven days, he delivers the copy of the memorandum or note of the agreement and the statement, or sends the same by registered post, to the hirer at the said address.

(3) Where the request does not contain an address as required by subsection (2), then a person entitled to enforce the agreement against the hirer

or buyer shall be deemed to have complied with this section if, within the said seven days, he delivers the copy of the memorandum or note of the agreement and the statement, or sends the same by registered post, to the hirer at his address given in the hire-purchase agreement.

(4) In the event of a failure without reasonable cause to comply with subsection (1), then, while the default continues—

- (a) no person shall be entitled to enforce the agreement against the hirer or buyer or to enforce any contract of guarantee relating to the agreement and, in the case of a hire-purchase agreement, the owner shall not be entitled to enforce any right to recover the goods from the hirer; and
- (b) no security given by the hirer or buyer in respect of money payable under the agreement or given by a guarantor in respect of money payable under such a contract of guarantee as aforesaid shall be enforceable against the hirer or buyer or the guarantor by any holder thereof,

and, if the default continues for a period of one month, the defaulter shall be liable on summary conviction to a fine of fifty dollars.

#### **Duty of hirer to give information as to whereabouts of goods**

9.(1) Where by virtue of a hire-purchase agreement a hirer is under a duty to keep the goods comprised in the agreement in his possession or control, the hirer shall, on receipt of a request in writing from the owner, inform the owner where the goods are at the time when the information is given or, if it is sent by post, at the time of posting

(2) A hirer who—

- (a) fails without reasonable cause to give the information required to be given by subsection (1) within fourteen days of the receipt of the notice; or

- (b) gives any information for the purposes of subsection (1) which he knows or has reasonable cause to believe is false,

shall be liable on summary conviction to a fine of fifty dollars.

**Conditions and warranties to be implied in hire-purchase agreements**

**10.(1)** In every hire-purchase agreement there shall be—

- (a) an implied warranty that the hirer shall have and enjoy quiet possession of the goods;
- (b) an implied condition on the part of the owner that he shall have a right to sell the goods at the time when the property is to pass;
- (c) an implied warranty that the goods shall be free from any charge or encumbrance in favour of any third party at the time when the property is to pass;
- (d) except where the goods are let as second-hand goods and the note or memorandum of the agreement made in pursuance of section 4 contains a statement to that effect, an implied condition that the goods shall be of merchantable quality, so, however, that no such condition shall be implied by virtue of this paragraph as regards defects of which the owner could not reasonably have been aware at the time when the agreement was made or, if the hirer has examined the goods or a sample thereof, as regards defects which the examination ought to have revealed.

(2) Where the hirer expressly or by implication makes known the particular purpose for which the goods are required, there shall be an implied condition that the goods shall be reasonably fit for such purpose.

(3) The warranties and conditions set out in subsection (1) shall be implied notwithstanding any agreement to the contrary; and the owner shall not be entitled to rely on any provisions in the agreement excluding or modifying the condition set out in subsection (2) unless he proves that before the agreement was made the provisions were brought to the notice of the hirer and made clear to him.

(4) Nothing in this section shall prejudice the operation of any other enactment or rule of law whereby any condition or warranty is to be implied in any agreement.

**Overriding of section 10 by *Consumer Guarantees Act***

**10A.** Nothing in section 10 shall apply to any supply of goods to which the *Consumer Guarantees Act*, Cap. 326D applies.

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**Appropriation of payments made in respect of hire-purchase agreements**

**11.** A hirer who is liable to make payments in respect of two or more hire-purchase agreements to the same owner shall, notwithstanding any agreement to the contrary, be entitled, on making any payment in respect of the agreements which is not sufficient to discharge the total amount then due under all the agreements, to appropriate the sum so paid by him in or towards the satisfaction of the sum due under any one of the agreements or in or towards the satisfaction of the sums due under any 2 or more of the agreements in such proportions as he thinks fit, and if he fails to make any such appropriation, the payment shall, by virtue of this section, be appropriated towards the satisfaction of the sums due under the respective hire-purchase agreements in the proportions which those sums bear to one another.

**Evidence of adverse detention in actions by owners to recover possession of goods**

**12.(1)** Where, in an action by an owner of goods which have been let under a hire-purchase agreement to enforce a right to recover possession of the goods from the hirer, the owner proves that, before the commencement of the action and after the right to recover possession of the goods accrued, the owner made a request in writing to the hirer to surrender the goods, the hirer's possession of the

goods shall, for the purpose of the owner's claim to recover possession thereof, be deemed to be adverse to the owner.

(2) Nothing in this section shall affect a claim for damages for conversion.

**Where sixty-six and two-thirds per cent of hire-purchase price paid, owner must proceed for recovery of possession**

**13.(1)** Where goods have been let under a hire-purchase agreement and sixty-six and two-thirds per cent of the hire-purchase price has been paid, whether in pursuance of a judgment or otherwise, or tendered by or on behalf of the hirer or any guarantor, the owner shall not enforce any right to recover possession of the goods otherwise than by action.

(2) Where an owner recovers possession of goods in contravention of subsection (1), the hire-purchase agreement, if not previously determined, shall determine, and—

- (a) the hirer shall be released from all liability under the agreement and shall be entitled to recover from the owner in an action for money had and received all sums paid by the hirer under the agreement or under any security given by him in respect thereof; and
- (b) any guarantor shall be entitled to recover from the owner in an action for money had and received all sums paid by him under the contract of guarantee or under any security given by him in respect thereof.

(3) The provisions of this section shall not apply in any case in which the hirer has determined the agreement or the bailment by virtue of any right vested in him.

**Powers of court in certain actions by owners to recover possession of the goods**

**14.(1)** Where, in any case to which section 13 applies, an owner commences an action to enforce a right to recover possession of goods from a hirer after sixty-six and two-thirds per cent of the hire-purchase price has been paid or tendered

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as aforesaid, the action shall be commenced in the magistrate's court in its civil jurisdiction for the district in which the hire-purchase agreement was entered into and after the action has been commenced the owner shall not take any step to enforce payment of any sum due under the hire-purchase agreement or under any contract of guarantee relating thereto, except by claiming the sum in the said action.

(2) Subject to such exceptions as may be provided for by rules made under the *Magistrates Jurisdiction and Procedure Act*, Cap. 116, all the parties to the agreement and any guarantor shall be made parties to the action.

(3) Pending the hearing of the action, the court shall, in addition to any other powers, have power upon the application of the owner to make such orders as the court thinks just for the purpose of protecting the goods from damage or depreciation, including orders restricting or prohibiting the user of the goods or giving directions as to their custody.

(4) Any person who fails to comply with any requirement of an order under this section with which he is required by such order to comply shall be liable on summary conviction to a fine of one hundred and twenty dollars.

(5) On the hearing of the action, the court may, without prejudice to any other power,—

- (a) make an order for the specific delivery of all the goods to the owner;  
or
- (b) make an order for the specific delivery of all the goods to the owner and postpone the operation of the order on condition that the hirer or any guarantor pay the unpaid balance of the hire-purchase price at such times and in such amounts as the court, having regard to the means of the hirer and of any guarantor, thinks just and subject to the fulfilment of such other conditions by the hirer or a guarantor as the court thinks just; or

(c) make an order for the specific delivery of a part of the goods to the owner and for the transfer to the hirer of the owner's title to the remainder of the goods.

(6) No order shall be made under paragraph (b) of subsection (5) unless the hirer satisfies the court that the goods are in his possession or control at the time when the order is made.

(7) The court shall not make an order transferring to the hirer the owner's title to a part of the goods unless it is satisfied that the amount which the hirer has paid in respect of the hire-purchase price exceeds the price of that part of the goods by at least one-third of the unpaid balance of the hire-purchase price.

(8) Where in an action to which this section applies, an offer as to conditions for the postponement of the operation of an order under paragraph (b) of subsection (5) is made by the hirer and accepted by the owner in accordance with rules of court, an order under that paragraph may thereupon be made by the court in accordance with that offer without hearing evidence as to the matters specified in that paragraph (b) or in subsection (6):

Provided that where a guarantor is a party to the action, no such order shall be made before the date fixed for the hearing of the action.

(9) Where damages have been awarded against the owner in the proceedings, the court may treat the hirer as having paid in respect of the hire-purchase price, in addition to the actual amount paid, the amount of the damages or such part thereof as the court thinks fit, and thereupon the damages shall accordingly be remitted either in whole or in part.

(10) For the purposes of this section, the expression—

“order for the specific delivery of the goods to the owner” means an order for delivery of the goods to the owner, without giving the hirer an option to pay their value;

“price” in relation to any goods means such part of the hire-purchase price as is assigned to those goods by the note or memorandum of the hire-purchase

agreement or, if no such assignment is made, such part of the hire-purchase price as the court may determine.

(11) Where at any time before the hearing of an action to which this section applies the owner has recovered possession of a part of the goods, the references in subsection (5) to all the goods shall be construed as references to all the goods which the owner has not recovered, and, if the parties have not agreed upon an adjustment of the hire-purchase price in respect of the goods so recovered, the court may for the purposes of paragraphs (b) and (c) of subsection (5) make such reduction of the hire-purchase price and of the unpaid balance thereof as the court thinks just.

(12) Where an owner has recovered a part of the goods let under a hire-purchase agreement and the recovery was effected in contravention of section 13, this section shall not apply in relation to any action by the owner to recover the remainder of the goods.

(13) A magistrate's court in its civil jurisdiction shall have jurisdiction to hear and determine an action referred to in subsection (1) notwithstanding that the hire-purchase price of the goods claimed in such action exceeds the normal monetary limit on the jurisdiction of the magistrate's court, and, subject as hereinafter provided, the provisions of the *Magistrates Jurisdiction and Procedure Act*, Cap. 116, including the provisions relating to appeals, and of any rules made thereunder shall apply in respect of every such action as they apply in respect of actions which a magistrate's court in its civil jurisdiction is authorised to hear and determine under that Act.

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(14) The application of the provisions of the *Magistrates Jurisdiction and Procedure Act* and of any rules made thereunder in respect of any action referred to in subsection (1) shall be subject to this Act.

**Effect of postponement of operation of an order for specific delivery of goods to the owner**

**15.(1)** While the operation of an order for the specific delivery of goods to the owner is postponed under section 14, the hirer shall be deemed to be a bailee of the goods under and on the terms of the hire-purchase agreement:

Provided that—

- (a) no further sum shall be or become payable by the hirer or a guarantor on account of the unpaid balance of the hire-purchase price, except in accordance with the terms of the order; and
- (b) the court may make such further modification of the terms of the hire-purchase agreement and of any contract of guarantee relating thereto as the court considers necessary having regard to the variation of the terms of payment.

(2) Where, while the operation of an order for the specific delivery of the goods to the owner is so postponed, the hirer or a guarantor fails to comply with any condition of the postponement or with any term of the agreement as varied by the court or wrongly disposes of the goods, the owner shall not take any civil proceedings against the hirer or guarantor otherwise than by making an application to the court by which the order was made:

Provided that, in the case of a breach of any condition relating to the payment of the unpaid balance of the hire-purchase price, it shall not be necessary for the owner to apply to the court for leave to execute the order unless the court has so directed.

(3) When the unpaid balance of the hire-purchase price has been paid in accordance with the terms of the order, the owner's title to the goods shall vest in the hirer.

(4) The court may at any time during the postponement of the operation of such an order as aforesaid—

- (a) vary the conditions of the postponement and make such further modification of the hire-purchase agreement and of any contract of guarantee relating thereto as the court considers necessary having regard to the variation of the conditions of the postponement;
- (b) revoke the postponement;
- (c) make an order, in accordance with section 14, for the specific delivery of a part of the goods to the owner and for the transfer to the hirer of the owner's title to the remainder of the goods.

(5) Where a postponed order for the specific delivery of goods to the owner has been made under paragraph (b) of subsection (5) of section 14, the powers of the court under paragraphs (a) and (c) of subsection (4) may be exercised, notwithstanding that any condition of the postponement has not been complied with, at any time before the goods are delivered to the owner in accordance with a warrant issued in pursuance of the order; and where such a warrant has been issued, the court shall—

- (a) if the court varies the conditions of the postponement under paragraph (a) of subsection (4), suspend the warrant on the like conditions;
- (b) if the court makes an order under paragraph (c) of subsection (4) for the specific delivery of a part of the goods to the owner and for the transfer to the hirer of the owner's title to the remaining part thereof, cancel the warrant so far as it provides for the delivery of the last-mentioned part of the goods.

(6) At any time before the delivery of goods to the owner in accordance with a warrant issued as mentioned in subsection (5), the warrant may, so far as it provides for the delivery of the goods, be discharged by the payment to the owner by the hirer or any guarantor of the whole of the unpaid balance of the hire-

purchase price, and in any such case the owner's title to the goods shall vest in the hirer.

**Successive hire-purchase agreements between the same parties**

**16.** Where goods have been let under a hire-purchase agreement and at any time after sixty-six and two-thirds per cent of the hire-purchase price has been paid or tendered the owner makes a further hire-purchase agreement with the hirer comprising those goods, sections 13 and 14 shall have effect in relation to that further agreement as from the commencement thereof.

**Provisions as to bankruptcy of hirer**

**17.** Where, under the powers conferred by this Act, the court has postponed the operation of an order for the specific delivery of goods to any person, the goods shall not, during the postponement, be treated as goods which are by the consent or permission of that person in the possession, order or disposition of the hirer for the purposes of section 39 of the *Bankruptcy Act*, Cap. 303.

**Where less than sixty-six and two-thirds per cent of hire-purchase price paid, owner to give notice before enforcing right to recover possession of goods if failure to pay instalment is only breach**

**18.(1)** Where goods have been let under a hire-purchase agreement and less than sixty-six and two-thirds per cent of the hire-purchase price has been paid, whether in pursuance of a judgment or otherwise or tendered by or on behalf of the hirer or any guarantor, the owner shall not enforce any right to recover possession of the goods unless he has given to the hirer not less than twenty-one clear days notice of his intention so to do:

Provided that the requirement of giving notice imposed on an owner by this subsection shall not apply unless the only breach in respect of which the owner seeks to enforce his right to recover possession of such goods is a failure by the hirer to pay any instalment of the hire-purchase price which is then due.

- (2) The notice referred to in subsection (1) shall be in writing and shall state the amount of the hire-purchase price which is then due and unpaid and shall further state that it is the intention of the owner, on the expiration of twenty-one clear days after such notice has been given to the hirer, to enforce his right to recover possession of the goods unless the hirer has previously made good his default.
- (3) Where, within the period of twenty-one clear days after a notice has been given to the hirer under subsection (1), the hirer pays to the owner all instalments of the hire-purchase price due at the date of the giving of the notice, the hire-purchase agreement shall continue in force as if the breach stated in such notice had never occurred.
- (4) For the purposes of this section, a notice shall be deemed to have been given if it is directed to the hirer and delivered at, or despatched by registered letter to, his address as mentioned in the hire-purchase agreement.
- (5) Where an owner recovers possession of goods in contravention of subsection (1), subsection (2) of section 13 shall apply as it applies where an owner recovers possession of goods in contravention of subsection (1) of section 13.
- (6) This section shall not apply in any case in which the hirer has determined the agreement or the bailment by virtue of any right vested in him.

#### **Hirer's refusal to surrender goods not to be conversion in certain cases**

**19.** Where, whilst by virtue of this Act the enforcement by an owner of a right to recover possession of goods from a hirer is subject to any restriction, the hirer refuses to give up possession of the goods to the owner, the hirer shall not, by reason only of the refusal, be liable to the owner for conversion of the goods.

#### **Obstruction**

**20.** Where, when the enforcement by an owner of a right to recover possession of goods from a hirer is not subject to any restriction imposed by this Act, the hirer obstructs or attempts to obstruct the owner in the lawful exercise

of his right to recover possession of such goods, the hirer shall be guilty of an offence and shall be liable on summary conviction therefor to a fine of one hundred and twenty dollars.

### **Installation charges**

**21.(1)** Where under any hire-purchase agreement the owner is required to carry out any installation, the note or memorandum of the agreement shall specify the amount to be paid in respect of the installation, but such amount shall not be treated for the purposes of this Act as part of the hire-purchase price.

(2) For the purposes of this section, the expression “installation” means—

- (a) the installing of any electric equipment as defined in the *Electricity Act, Cap. 277* or any gas or water pipe;
- (b) the fixing of goods to which the agreement relates to the premises where they are to be used and the alteration of premises to enable any such goods to be used thereon;
- (c) where it is reasonably necessary that any such goods should be constructed or erected on the premises where they are to be used, any work carried out for the purpose of such construction or erection.

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**SCHEDULE***(s. 4 (2) (c))**NOTICE TO BE INCLUDED IN NOTE OR MEMORANDUM OF HIRE-PURCHASE AGREEMENT***RIGHT OF HIRER TO TERMINATE AGREEMENT**

1. The hirer may put an end to this agreement by giving notice of termination in writing to any person who is entitled to collect or receive the hire-rent and at the same time or prior thereto by delivering the goods to the owner.
2. He must then pay any instalments which are in arrear at the time when he gives notice.
3. If the hirer does not deliver the goods to the owner at the time mentioned in paragraph 1 above, the notice of termination will be ineffective and the agreement will remain in force.
4. If the goods have been damaged owing to the hirer having failed to take reasonable care of them, the owner may sue him for the amount of the damage unless that amount can be agreed between the hirer and the owner.
5. The hirer should see whether this agreement contains provisions allowing him to put an end to the agreement on terms more favourable to him than those just mentioned. If it does, he may put an end to the agreement on those terms.

**RESTRICTION OF OWNER'S RIGHT TO RECOVER GOODS WHERE SIXTY-SIX AND TWO-THIRDS PER CENT OF THE HIRE-PURCHASE PRICE HAS BEEN PAID**

1. [After *(here insert an amount equal to sixty-six and two-thirds per cent of the hire-purchase price)* has been paid, then]\* unless the hirer has himself

put an end to the agreement, the owner of the goods cannot take them back from the hirer without the hirer's consent unless the owner obtains an order of the court.

*\*[If the agreement is a "further" agreement within the meaning of section 16 of the Hire Purchase Act, Cap. 328, Laws of Barbados the words in square brackets should be omitted.]*

**2.** If the owner applies to the court for such an order, the court may, if the court thinks it just to do so, allow the hirer to keep either—

- (a) the whole of the goods, on condition that the hirer pays the balance of the price in the manner ordered by the court; or
- (b) a fair proportion of the goods having regard to what the hirer has already paid.

**RESTRICTION OF OWNER'S RIGHT TO RECOVER GOODS WHERE  
LESS THAN SIXTY-SIX AND TWO-THIRDS PER CENT OF THE HIRE-  
PURCHASE PRICE HAS BEEN PAID**

**1.** Where less than (*here insert an amount equal to sixty-six and two-thirds per cent of the hire-purchase price*) has been paid, unless the hirer has himself put an end to the agreement or has committed some breach of the agreement other than failure to pay any instalment of the hire-purchase price, the owner of the goods cannot take them back from the hirer without the hirer's consent unless the owner has given the hirer twenty-one clear days written notice of his intention to do so.

**2.** If within the said period of twenty-one clear days the hirer pays to the owner all instalments of the hire-purchase price due at the date of the issue of such notice, the agreement will continue in force.