

No. 429.

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

ORDER MADE BY THE COMPETENT AUTHORITY UNDER DEFENCE REGULATION 61.

Gazette :
Supplement
No. 2A:
9.12.1954.

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

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

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

(2) In this Order—

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

“credit sale agreement” means an agreement for the sale of goods under which the whole or part of the purchase price is payable by instalments, other than such an agreement which provides for the instalments to be spread over a period of less than nine months ;

“dispose of” includes the disposal of—

(i) ownership, or any proprietary interest ; or

(ii) the right to possession ; or

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

“hire-purchase agreement” means an agreement for the bailment of goods under which the bailee may buy the goods or under which the property in the goods will or may pass to the bailee, whether on the performance of any act by the parties to the agreement or any of them or in any other circumstances ; and where by virtue of two or more agreements, none of which by itself constitutes a hire-purchase agreement, there is a bailment of goods and either the bailee may buy the goods or the property in the goods will or may pass to the bailee (whether on the performance of any act by the parties to the agreement or any of them or in any other circumstances) the agreements shall be treated for the purposes of this Order as a single agreement made at the time when the last of those agreements was made.

3. A person shall not dispose of any goods to which this Order applies in pursuance of a hire-purchase or credit sale agreement entered into after the 24th day of July, 1955, unless the requirements specified in the Second Schedule hereto are or have been satisfied in relation to that agreement.

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

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

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

(c) that agreement provides for the payment of the balance due in respect of each description of goods comprised therein by approximately equal instalments at equal intervals spread over a period, commencing with the date of the first such agreement under which he

held those goods, not exceeding the period specified in column 3 of the First Schedule hereto in relation to that description of goods :

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

5.—(1) A person shall not cause or permit any goods to which this Order applies, owned by him, to be in possession of another person by virtue of a hire-purchase agreement if the possession of those goods by that other person contravenes the provisions of clause 4 hereof.

(2) A person shall not cause or permit any goods to which this Order applies, owned by him immediately before he enters into a credit sale agreement, to be in possession of another person by virtue of any such agreement if the possession of those goods by that other person contravenes the provisions of clause 4 hereof.

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

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

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

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

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

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

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

7. Nothing in this Order shall prohibit the doing of anything under the authority of a licence granted by the Financial Secretary under this clause and in accordance with any condition attached thereto.

FIRST SCHEDULE—(Clause 2).

GOODS TO WHICH THIS ORDER APPLIES.

Column 1.	Column 2.	Column 3.
<i>Description of Goods.</i>	<i>Minimum percentage of cash price :</i>	<i>Maximum period for payment of balance : Months.</i>
1. Radio receiving sets (including portable sets and sets designed for use in road vehicles), whether or not assembled and whether or not complete	25	12
2. Gramophones, radio-gramophones and record players	20	18
3. Refrigerators having a storage capacity not exceeding 12 cubic feet	20	18
4. Sewing machines	15	24
5. Mechanically propelled road vehicles	25	24
6. Bicycles, tricycles and auxiliary units designed or adapted for the propulsion of bicycles and tricycles	20	12
7. Cookers	25	12

SECOND SCHEDULE—(Clause 3).

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

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

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

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

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

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

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

Made this 19th day of July, 1955.

A. F. BATES,
Financial Secretary,
Competent Authority.

(M.P. 11164/55.)

No. 430.

THE OATHS LAW.

CAP. 25.

SPECIAL AUTHORIZATION UNDER SECTION 6.

By virtue of the powers vested in the Governor by section 6 of the Oaths Law, and duly delegated to me, I hereby authorize the Mukhtars the names whereof are mentioned in the Schedule below to administer oaths for the purposes of the said Law.

SCHEDULE.

Limassol District :

<i>Name of Mukhtar.</i>	<i>Village.</i>
1. Georghios Louca	Agridhia.
2. Theodotos N. Kyriakides	Akapnou.
3. Lambrianos Demetri	Akrotiri.
4. Ioannis Papa Christoforou	Akrounda.
5. Ahmet Ali Fevzi	Alekhtora.
6. Christos N. Kyriakides	Kato Amiandos.
7. Periklis N. Perikleous	Anoyira.
8. Georghios Haralambous	Apesha.
9. Georghios C. Vortakas	Apsiou.
10. Georghios Metaxas	Arakapas.
11. Salih Moustafa	Armenokhori.
12. Costas Eleftheriou	Asgata.