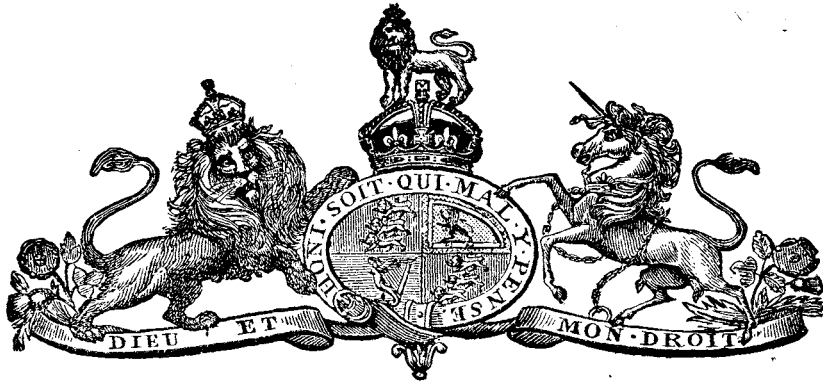


T A S M A N I A.



1927.

ANNO OCTAVO DECIMO

GEORGII V. REGIS.

No. 85.

ANALYSIS.

- 1. Short title.
Principal Act.
- 2. Procedure where hire-purchase goods distrained.



AN ACT to amend the Landlord and Tenant Act, 1909. [22 December, 1927.]

A.D. 1927.
—

BE it enacted by His Excellency the Governor of Tasmania, by and with the advice and consent of the Legislative Council and House of Assembly, in Parliament assembled, as follows :—

1—(1) This Act may be cited as “The Landlord and Tenant Act, 1927.” Short title.

(2) The Landlord and Tenant Act, 1909, is herein called “the Principal Act.” Principal Act 9 Ed. VII. No. 47.

4d.]

Landlord and Tenant.

A.D. 1927.

Procedure
where hire-
purchase goods
distrained.

2 After Section Nine of the Principal Act the following Section **9a** is hereby inserted:—

“9a—(1) Notwithstanding any law to the contrary, where any goods or chattels have been distrained for rent due by a tenant or lodger in respect of any premises, and such goods or chattels or any part thereof are comprised in a hire-purchase agreement, the owner of such lastmentioned goods or chattels (hereinafter referred to as “the owner”), may, within ten days after such distraint has been made, or at any time before the removal of the goods or chattels so distrained, deliver to the landlord of such premises, or to the agent or bailiff of such landlord, a statutory declaration, stating that he is such owner, and setting out the particulars of the goods or chattels comprised in the hire-purchase agreement, and the amount still unpaid and upon payment of which such goods or chattels as last aforesaid would, if the hire-purchase agreement had been fully carried out, have become the property of the hirer.

(2) Upon delivery of any such declaration as aforesaid —

i. If there are upon the premises upon which the distress has been levied sufficient other goods or chattels to satisfy the distress, no further proceedings shall be taken under such distress in respect of the goods or chattels comprised in the hire-purchase agreement:

ii. In any other case, the landlord or his agent or bailiff may, in addition to the distraint already made by him, make a further distraint upon the goods and chattels liable to distress, for such an amount as is referred to in Subsection (1) of this section, and proceed to a sale thereof in the manner provided by law, and the proceeds of such sale shall be applied by the landlord, in so far as the same shall extend, in manner following:—

(a) Firstly in payment of the costs of and incidental to the distress and sale;

(b) Secondly in payment to the owner of such amount as is referred to in Subsection (1) of this section;

(c) Thirdly in satisfaction of the amount due to the landlord—

and the balance (if any) of such proceeds shall be paid by the landlord to the tenant or lodger, as the case may be.

(3) For the purposes of this section a hire-purchase agreement does not include an agreement whereby the goods comprised therein have become the absolute property of the person therein expressed to be the hirer thereof.”