



MONTERRAT

## CHAPTER 6.06

# PAWNBROKERS ACT

**Revised Edition**  
showing the law as at 1 January 2002

This is a revised edition of the law, prepared by the Law Revision Commissioner under the authority of the Revised Edition of the Laws Act.

This edition contains a consolidation of the following laws—

**PAWNBROKERS ACT**

Act 21 of 1897 .. in force 1 July 1898

Amended by S.R.O. 15/1956

Page  
3





MONTERRAT

## CHAPTER 6.06

# PAWNBROKERS ACT

**Revised Edition**  
showing the law as at 1 January 2002

This is a revised edition of the law, prepared by the Law Revision Commissioner under the authority of the Revised Edition of the Laws Act.

This edition contains a consolidation of the following laws—

**PAWNBROKERS ACT**

Act 21 of 1897 .. in force 1 July 1898

Amended by S.R.O. 15/1956

Page  
3



**CHAPTER 6.06**

**PAWNBROKERS ACT**

**ARRANGEMENT OF SECTIONS**

SECTION

1. Short title
2. Interpretation

**PART I**

**APPLICATION OF ACT**

3. Extension of Act to keepers of certain shops
4. Personal representatives of pawnbrokers
5. Servants, apprentices and agents of pawnbrokers
6. Representation of pawners
7. Application of this Act in respect of loans

**PART II**

**GENERAL OBLIGATIONS OF PAWNBROKERS**

8. Pawnbrokers to keep certain books and documents
9. Pawnbrokers to keep names over doors, and tables of rates, etc., exhibited in shops

**PART III**

**PAWNING, REDEMPTION AND SALES**

10. Pawn-tickets to be given for pledges
11. Profits and charges allowed to pawnbrokers
12. Pledges redeemable for one year with seven days of grace
13. Pledges for \$2.40 or under, not redeemed in time forfeited
14. Pledges above \$2.40 redeemable until sale
15. Sale by auction of pledges above \$2.40
16. Offences by auctioneers
17. Power to inspect sale book
18. Pawnbroker to account for surplus within three years subject to set-off
19. Offences as to pledges for above \$2.40

## PART IV

## SPECIAL CONTRACTS

20. Power to make special contracts, subject to restrictions

## PART V

## DELIVERY UP OF PLEDGE

21. Holder of pawn-ticket entitled to redeem
22. Production of pawn-ticket on redemption
23. Liability of pawnbroker in case of fire
24. Compensation for depreciation of pledge
25. Protection of owners and of pawners not having pawn-tickets
26. Delivery to owner of property unlawfully pawned
27. Summary order for delivery of pledge to person entitled

## PART VI

## GENERAL RESTRICTIONS ON PAWNBROKERS

28. Prohibition of purchasing pledges; taking pledges from children etc.

## PART VII

## UNLAWFUL PAWNING AND TAKING IN PAWN

29. Unlawful pawning of goods not property of owner
30. Proceedings where persons offering articles in pawn do not give a good account of themselves etc.
31. Prohibition of taking in pawn linen, clothing, unfinished goods, etc. in certain cases
32. Search warrant for linen, etc. unlawfully pawned

## PART VIII

## LICENCES

33. Yearly licence and duty
34. Cesser of licence on conviction
35. Licence not to be granted without certificate
36. Grant of certificates
37. Form and duration of certificate
38. Notice of first application

39. Grounds of refusal of certificate
40. Forgery of certificate

## PART IX

### PENALTIES AND LEGAL PROCEEDINGS

41. General penalty for offences
  42. Application of penalties
  43. Amends for frivolous informations
  44. Penalty on common informers compounding informations
  45. Detention of persons offering forged pawn-tickets, etc.
  46. Production of books etc., before Magistrates
  47. Contracts not void on account of offences
  48. Appeal
- FIRST SCHEDULE: Forms of Books and Documents
- SECOND SCHEDULE: Profit and Charges Allowed to Pawnbrokers
- THIRD SCHEDULE: Regulations as to Auctions of Pledges  
above \$2.40
- FOURTH SCHEDULE: Form of Certificate of Magistrate





**CHAPTER 6.06**

**PAWNBROKERS ACT**

*(Act 21 of 1897 and S.R.O. 15/1956)*

**Commencement**

*[1 July 1898]*

**Short title**

1. This Act may be cited as the Pawnbrokers Act.

**Interpretation**

2. In this Act—

“constable” includes any peace officer;

“pawnbroker” includes every person who carries on the business of taking goods and chattels in pawn;

“pawner” means a person delivering an article for pawn to a pawnbroker;

“pledge” means an article pawned with a pawnbroker;

“shop” includes dwelling-house and warehouse, or other place of business, or place where business is transacted;

“unfinished goods or materials” includes any goods of any manufacture or of any part or branch of any manufacture, either mixed or separate, or any materials whatever plainly intended for the composing or manufacturing of any goods, after such goods or materials are put into a state or course of manufacture, or into a state for any process or operation to be performed thereupon or therewith, and before the same are completed or finished for the purpose of wear or consumption.

**PART I**

**APPLICATION OF ACT**

**Extension of Act to keepers of certain shops**

3. In order to prevent evasion of the provisions of this Act, the following persons shall be deemed to be persons carrying on the business of taking goods and chattels in pawn (that is to say), every person who keeps a shop for the purchase or sale of goods or chattels, or for taking in goods or chattels, by way of security for money advanced thereon, or who

purchases or receives or takes in goods or chattels, and pays or advances or lends thereon any sum of money not exceeding \$48 with or under an agreement or understanding, expressed or implied, or to be from the nature and character of the dealing reasonably inferred, that those goods or chattels may be afterwards redeemed or repurchased on any terms; and every such transaction, article, payment, advance, and loan shall be deemed a pawning, pledge and loan respectively within this Act.

#### **Personal representatives of pawnbrokers**

4. The provisions of this Act relating to pawnbrokers shall extend to and include the executors or administrators of deceased pawnbrokers, except that an executor or administrator shall not be answerable for any penalty or forfeiture personally or out of his own estate, unless the same is incurred by his own act or neglect.

#### **Servants, apprentices and agents of pawnbrokers**

5. For the purposes of this Act anything done or omitted by the servant, apprentice or agent of a pawnbroker in the course of or in relation to the business of the pawnbroker, shall be deemed to be done or omitted (as the case may be) by the pawnbroker; and anything by this Act authorized to be done by a pawnbroker may be done by his servant, apprentice or agent.

#### **Representation of pawners**

6. The rights, powers and benefits by this Act reserved to and conferred on pawners shall extend to and be deemed to be reserved to and conferred on the assigns of pawners, and to and on the executors or administrators of deceased pawners; but any person representing himself to a pawnbroker to be the assign, executor or administrator of a pawner shall, if required by the pawnbroker, produce to the pawnbroker the assignment, probate, letters of administration or other instrument under which he claims.

#### **Application of this Act in respect of loans**

7. (1) This Act shall apply—

- (a) to every loan by a pawnbroker of \$9.60 or under;
- (b) to every loan by a pawnbroker of above \$9.60, and not above \$48, except as in this Act otherwise provided in relation to cases where a special contract respecting the terms of the loan (as authorized by this Act) is made between the pawner and the pawnbroker at the time of the pawning.

(2) Nothing in this Act shall apply to a loan by a pawnbroker of above \$48, or to the pledge on which the loan is made or to the pawnbroker or pawner in relation to the loan or pledge; and, notwithstanding anything in this Act, a person shall not be deemed a pawnbroker by reason only of his paying, advancing or lending on any terms any sum or sums of above \$48.

## PART II

### GENERAL OBLIGATIONS OF PAWNBROKERS

#### **Pawnbrokers to keep certain books and documents**

**8. (1)** A pawnbroker shall keep and use in his business such books and documents as are described in the First Schedule, in the forms therein indicated or to the like effect, and shall from time to time, as occasion requires, enter therein in a fair and legible manner the particulars indicated in and in accordance with the directions of that schedule and shall make all inquiries necessary for that purpose.

**(2)** If a pawnbroker fails in any respect to comply with the requisitions of this section he shall be guilty of an offence against this Act.

#### **Pawnbrokers to keep names over doors, and tables of rates, etc., exhibited in shops**

**9. (1)** A pawnbroker shall observe the following rules—

*(a)* he shall always keep exhibited in large characters over the outer door of his shop his Christian name or names, and surname with the word “Pawnbroker”;

*(b)* he shall always keep placed in a conspicuous part of his shop (so as to be legible by every person pawning or redeeming pledges, standing in any box or place provided in the shop for persons pawning or redeeming pledges) the same information as is by the rules in the First Schedule required to be printed on pawn-tickets.

**(2)** If a pawnbroker fails in any respect to comply with the requirements of this section he shall be guilty of an offence against this Act.

## PART III

### PAWNING, REDEMPTION AND SALE

#### **Pawn-tickets to be given for pledges**

**10.** A pawnbroker shall, on taking a pledge in pawn, give to the pawner a pawn-ticket, and shall not take a pledge in pawn, unless the pawner takes the pawn-ticket.

**Profits and charges allowed to pawnbrokers**

**11. (1)** A pawnbroker may take profit on a loan on a pledge at a rate not exceeding that specified in the Second Schedule.

**(2)** A pawnbroker may demand and take the charges specified in the same Schedule, in the cases and according to the rules therein stated and prescribed.

**(3)** A pawnbroker shall not, in respect of a loan on a pledge, take any profit, or demand or take any charge or sum whatever, other than those specified in the same Schedule.

**(4)** A pawnbroker shall, if required at the time of redemption, give a receipt for the amount of loan and profit paid to him; and such a receipt shall not be liable to stamp duty, unless the profit amounts to \$4.80 or more.

**Pledges redeemable for one year with seven days of grace**

**12.** Every pledge shall be redeemable within twelve months from the day of pawning, exclusive of that day; and there shall be added to that year of redemption seven days of grace, within which every pledge (if not redeemed within the year of redemption) shall continue to be redeemable.

**Pledges for \$2.40 or under, not redeemed in time forfeited**

**13.** A pledge pawned for \$2.40, or under, if not redeemed within the year of redemption and days of grace, shall at the end of the days of grace become and be the pawnbroker's absolute property.

**Pledges above \$2.40 redeemable until sale**

**14.** A pledge pawned for above \$2.40 shall further continue redeemable, until it is disposed of as in this Act provided, although the year of redemption and days of grace are expired.

**Sale by auction of pledges above \$2.40**

**15. (1)** A pledge pawned for above \$2.40 shall when disposed of by the pawnbroker, be disposed of by sale by public auction, and not otherwise; and the regulations in the Third Schedule shall be observed with reference to the sale.

**(2)** A pawnbroker may bid for and purchase at a sale by auction, made or purporting to be made under this Act, a pledge pawned with him; and on such purchase he shall be deemed the absolute owner of the pledge purchased.

### **Offences by auctioneers**

**16.** If an auctioneer does anything in contravention of the provisions of this Act relating to auctioneers, or fails to do anything which he is required by the Act to do, he shall be guilty of an offence against this Act.

### **Power to inspect sale book**

**17.** At any time within three years after the auction at which a pledge pawned for above \$2.40 is sold, the holder of the pawn-ticket may inspect the entry of the sale in the pawnbroker's book, and in the filled up catalogue of the auction (authenticated by the signature of the auctioneer), or in either of them.

### **Pawnbroker to account for surplus within three years subject to set-off**

**18. (1)** Where a pledge pawned for above \$2.40 is sold, and appears from the pawnbroker's book to have been sold for more than the amount of the loan and profit due at the time of sale, the pawnbroker shall, on demand, pay the surplus to the holder of the pawn-ticket, in case the demand is made within three years after the sale, the necessary costs and charges of the sale being first deducted.

**(2)** If on any such demand it appears from the pawnbroker's book that the sale of a pledge or pledges has resulted in a surplus, and that within twelve months before or after that sale the sale of another pledge or other pledges of the same person has resulted in a deficit, the pawnbroker may set off the deficit against the surplus, and shall be liable to pay the balance only after such set-off.

### **Offences as to pledges for above \$2.40**

- 19.** If with respect to pledges for loans of above \$2.40 the pawnbroker—
- (a) does not *bona fide* according to the directions of this Act set a pledge pawned with him;
  - (b) enters in his book a pledge as sold for less than the sum for which it was sold, or fails duly to enter the same;
  - (c) refuses to permit any person entitled under this Act to inspection of an entry of sale in the pawnbroker's book, or in a filled-up catalogue of the auction, authenticated by the auctioneer's signature, to inspect the same;
  - (d) fails without lawful excuse (proof whereof shall lie on him) to produce such a catalogue on lawful demand;
  - (e) refuses to pay on demand the surplus to the person entitled to receive the same;

he shall in every case be guilty of an offence against this Act, and shall be liable on summary conviction thereof to forfeit to the person aggrieved a sum not exceeding \$48.

## PART IV

## SPECIAL CONTRACTS

**Power to make special contracts, subject to restrictions**

**20. (1)** Notwithstanding anything in this Act, a pawnbroker may make a special contract with a pawner in respect of a pledge on which the pawnbroker makes a loan of above \$9.60:

Provided that—

- (a) the pawnbroker at the time of the pawning shall deliver to the pawner a special contract pawn-ticket, signed by the pawnbroker;
- (b) a duplicate of the special contract pawn-ticket shall be signed by the pawner.

**(2)** The provisions of this Act, save as far as the application thereof is excluded by the terms of the special contract, shall apply thereto.

**(3)** A special contract pawn-ticket or the duplicate thereof, shall not be subject to stamp duty.

## PART V

## DELIVERY UP OF PLEDGE

**Holder of pawn-ticket entitled to redeem**

**21.** The holder for the time being of a pawn-ticket shall be presumed to be the person entitled to redeem the pledge, and, subject to the provisions of this Act, the pawnbroker shall accordingly (on payment of the loan and profit) deliver the pledge to the person producing the pawn-ticket, and he is hereby indemnified for so doing.

**Production of pawn-ticket on redemption**

**22.** A pawnbroker shall not (except as in this Act provided) be bound to deliver back a pledge, unless the pawn-ticket for it is delivered to him.

**Liability of pawnbroker in case of fire**

**23. (1)** Where a pledge is destroyed or damaged by or in consequence of fire, the pawnbroker shall nevertheless be liable, on application within the period during which the pledge would have been redeemable, to pay the value of the pledge, after deducting the amounts of the loan and profit, such value to be the amount of the loan and profit, and twenty-five per centum on the amount of the loan.

(2) A pawnbroker shall be entitled to insure to the extent of the value so estimated.

### **Compensation for depreciation of pledge**

24. If a person entitled and offering to redeem a pledge shows to the satisfaction of a court of summary jurisdiction that the pledge has become or has been rendered of less value than it was at the time of the pawning thereof by or through the default, neglect, or wilful misbehaviour of the pawnbroker, the court may, if it thinks fit, award a reasonable satisfaction to the owner of the pledge in respect of the damage, and the amount awarded shall be deducted from the amount payable to the pawnbroker, or shall be paid by the pawnbroker (as the case requires) in such manner as the court directs.

### **Protection of owners and of pawners not having pawn-tickets**

25. (1) The following provisions shall have effect for the protection of owners of articles pawned, and of pawners not having their pawn-tickets to produce—

- (a) any person claiming to be the owner of a pledge, but not holding the pawn-ticket, or any person claiming to be entitled to hold a pawn-ticket, but alleging that the same has been lost, mislaid, destroyed, or stolen, or fraudulently obtained from him, may apply to the pawnbroker for a printed form of declaration, which the pawnbroker shall deliver to him;
- (b) if the applicant delivers back to the pawnbroker the declaration duly made before a Magistrate by the applicant and by a person identifying him, the applicant, shall thereupon have, as between him, and the pawnbroker, all the same rights and remedies as if he produced the pawn-ticket: Provided that such a declaration shall not be effectual for that purpose, unless it is duly made and delivered back to the pawnbroker not later than on the third day after the day on which the form is delivered to the applicant by the pawnbroker (exclusive of a day or days on which the pawnbroker is prohibited from carrying on business);
- (c) the pawnbroker is hereby indemnified for not delivering the pledge to any person until the expiration of the period aforesaid;
- (d) the pawnbroker is further hereby indemnified for delivering the pledge or otherwise acting in conformity with the declaration, unless he has actual or constructive notice that the declaration is fraudulent or is false in any material particular.

(2) If any person makes a declaration under this Act, either as an applicant or as identifying an applicant, knowing the same to be false in any material particular, he shall be guilty of a misdemeanour and shall be liable to the punishment attaching by law to perjury.

### **Delivery to owner of property unlawfully pawned**

26. In each of the following cases—

- (a) if any person is convicted under this Act in a court of summary jurisdiction of knowingly and designedly pawning with a pawnbroker anything being the property of another person, the pawner not being employed or authorized by the owner thereof to pawn the same;
- (b) if any person is convicted in any court of feloniously taking or fraudulently obtaining any goods and chattels, and it appears to the court that the same have been pawned with a pawnbroker;
- (c) if in any proceedings before a court of summary jurisdiction it appears to the court that any goods and chattels brought before the court have been unlawfully pawned with a pawnbroker,

the court, on proof of the ownership of the goods and chattels, may, if it thinks fit, order the delivery thereof to the owner, either on payment to the pawnbroker of the amount of the loan or of any part thereof, or without payment thereof or of any part thereof, as to the court, according to the conduct of the owner and other circumstances of the case, seems just and fitting.

### **Summary order for delivery of pledge to person entitled**

27. If a pawnbroker, without reasonable excuse (proof whereof shall lie on him) neglects or refuses to deliver a pledge to the person entitled to have delivery thereof under this Act, he shall be guilty of an offence against this Act, and a court of summary jurisdiction may, if the court thinks fit, with or without imposing a penalty, order the delivery of the pledge on payment of the amount of the loan and profit.

## PART VI

### GENERAL RESTRICTIONS ON PAWNBROKERS

#### **Prohibition of purchasing pledges; taking pledges from children, etc.**

28. If a pawnbroker does any of the following things—



- (a) takes an article in pawn from any person appearing to be under the age of twelve years or to be intoxicated;
- (b) purchases or takes in pawn or exchange a pawn-ticket issued by another pawnbroker;
- (c) employs any servant or apprentice or other person under the age of sixteen years to take pledges in pawn;
- (d) carries on the business of a pawnbroker on Sunday, Good Friday, Christmas Day, a Public Holiday or a day appointed for public fast, humiliation or thanksgiving;
- (e) under any pretence purchases, except at public auction, any pledge, while in pawn with him;
- (f) suffers any pledge, while in pawn with him, to be redeemed with a view to his purchasing it;
- (g) makes any contract or agreement with any person pawning or offering to pawn any article, or with the owner thereof, for the purchase, sale or disposition thereof within the time of redemption;
- (h) sells or otherwise disposes of any pledge pawned with him except at such time and in such manner as authorized by this Act,

he shall be deemed guilty of an offence against this Act.

## PART VII

### UNLAWFUL PAWNING AND TAKING IN PAWN

#### **Unlawful pawning of goods not property of owner**

**29. (1)** If any person knowingly and designedly pawns with a pawnbroker anything being the property of another person, the pawner not being employed or authorized by the owner thereof to pawn the same, he shall be guilty of an offence against this Act and shall be liable, on summary conviction, to forfeit any sum not exceeding \$24 and in addition thereto, any sum not exceeding the full value of the pledge, as ascertained by the court.

**(2)** The forfeitures, when recovered, shall be applied towards making satisfaction thereout to the party injured and defraying the costs of prosecution, as the court directs; but if the party injured declines to accept of such satisfaction and costs, or if there is any surplus of the forfeitures, then the forfeitures or surplus (as the case may be) shall be paid into the Treasury.

**Proceedings where persons offering articles in pawn do not give a good account of themselves etc.**

**30. (1)** If any person does any of the following things—

- (a) offers to a pawnbroker an article by way of pawn, being unable or refusing to give a satisfactory account of the means by which he became possessed of the article;
- (b) wilfully gives false information to a pawnbroker as to whether an article offered by him in pawn to the pawnbroker is his own property or not, or as to his name and address, or as to the name and address, of the owner of the article;
- (c) not being entitled to redeem, and not having any colour of title by law to redeem, a pledge, attempts or endeavours to redeem the same,

shall be guilty of an offence against this Act.

**(2)** In every such case, and also in any case where on an article being offered in pawn to a pawnbroker, he reasonably suspects that it has been stolen or otherwise illegally or clandestinely obtained, the pawnbroker may seize and detain the person and the article or either of them, and shall deliver the person and the article or either of them (as the case may be) as soon as may be into the custody of a constable, who shall as soon as may be convey the person, if so detained, before a Magistrate to be dealt with according to law.

**Prohibition of taking in pawn linen, clothing, unfinished goods, etc. in certain cases**

**31.** If a pawnbroker knowingly takes in pawn any linen or apparel or unfinished goods or materials entrusted to any person to wash, scour, iron, mend, manufacture, work up, finish or make up, he shall be guilty of an offence against this Act, and shall be liable, on summary conviction thereof, to forfeit a sum not exceeding double the amount of the loan; and the pawnbroker shall likewise restore the pledge to the owner thereof, in the presence of the court, or as the court directs.

**Search warrant for linen, etc. unlawfully pawned**

**32. (1)** If the owner of any linen or apparel or unfinished goods or materials entrusted to any person as aforesaid, and unlawfully pawned with a pawnbroker, or the owner of any other article unlawfully pawned with a pawnbroker (the last-mentioned owner having on oath satisfied a Magistrate that his goods have been unlawfully obtained or taken from him), makes out on oath before a Magistrate that there is good cause to suspect that a pawnbroker has taken in pawn the linen, apparel, goods, materials or article aforesaid, without the privity or authority of the owner, and makes appear to the satisfaction of the Magistrate probable grounds for

such suspicion, the Magistrate may issue his warrant for searching within the hours of business the shop of the pawnbroker.

(2) If the pawnbroker, on request by a constable authorized by the warrant, refuses to open the shop and permit it to be searched, a constable may break it open within the hours of business, and search as he thinks fit therein for the linen, apparel, goods, materials or article aforesaid, doing no wilful damage; and if any pawnbroker or other person opposes or hinders the search, he shall be guilty of an offence against this Act.

(3) If on the search any linen, apparel, goods, materials, or article aforesaid is or are found, and the property of the owner thereof is made out to the satisfaction of a court of summary jurisdiction, the court shall cause the same to be forthwith restored to the owner thereof.

## PART VIII

### LICENCES

#### **Yearly licence and duty**

**33. (1)** Every pawnbroker shall yearly take out from the Accountant General a licence for carrying on his business on which licence there shall be charged and paid for the use of Her Majesty, Her Heirs and Successors a duty of \$24.

(2) Every licence shall be dated on the day on which it is issued and shall determine on the 31st day of December.

(3) A separate licence shall be taken out and paid for by a pawnbroker for each pawnbroker's shop kept by him.

(4) If a person acts as a pawnbroker without having in force a proper licence, he shall for every such offence, on summary conviction, be liable to a penalty not exceeding \$240 and in default of payment may be imprisoned for any term not exceeding six months.

#### **Cesser of licence on conviction**

**34.** If a pawnbroker is convicted on indictment of any fraud in his business, or of receiving stolen goods knowing them to be stolen, the court before which he is convicted may, if it thinks fit, direct that his licence shall cease to have effect, and the same shall so cease accordingly.

#### **Licence not to be granted without certificate**

**35. (1)** A pawnbroker's licence shall not be granted to any person except on the production and in pursuance of the authority of a certificate granted under this Act.

(2) Any licence granted in contravention of this section shall be void.

### **Grant of certificates**

36. Certificates under this Act shall be granted by a Magistrate having jurisdiction in the district where the application is made.

### **Form and duration of certificate**

37. A certificate under this Act shall be given in the form given in the Fourth Schedule, or to the like effect, and shall be in force for one year from its date.

### **Notice of first application**

38. A person intending to apply for the first time for a certificate under this Act shall proceed as follows—

- (a) 21 days at least before the application he shall give notice by registered letter sent by post of his intention to the Magistrate of the district in which he intends to carry on business, and to the inspector or other principal officer of police of the district, and shall in the notice set forth his name and address;
- (b) within 28 days before the application he shall cause a like notice to be affixed and maintained between ten o'clock in the morning and five o'clock in the afternoon of two consecutive Sundays, on the principal door or one of the doors of the church or chapel of the parish or place, or, if there is none, then on some other public and conspicuous place in the parish or place.

### **Grounds of refusal of certificate**

39. An application for a certificate shall not be refused, except on the following grounds, or one of them—

- (a) that the applicant has failed to produce satisfactory evidence of good character;
- (b) that the shop in which he intends to carry on the business of a pawnbroker, or any adjacent house or place owned or occupied by him, is frequented by thieves or persons of bad character;
- (c) that he has not complied with the last preceding section.

### **Forgery of certificate**

40. (1) If any person forges a certificate, or tenders a certificate knowing it to be forged, he shall, on summary conviction thereof, be liable to a

penalty not exceeding \$96, or, in the discretion of the court to imprisonment for any term not exceeding six months.

(2) A licence granted in pursuance of a forged certificate shall be void; and if any person makes use of a forged certificate, knowing it to be forged, he shall be disqualified from obtaining at any time thereafter a pawnbroker's licence.

## PART IX

### PENALTIES AND LEGAL PROCEEDINGS

#### **General penalty for offences**

41. If a pawnbroker or other person is guilty of an offence against this Act, in respect whereof a specific forfeiture or penalty is not prescribed by this Act, he shall be liable, on summary conviction thereof, to a penalty not exceeding \$48.

#### **Application of penalties**

42. Penalties recovered under this Act, not directed to be otherwise applied, may be applied, under direction of the Court in which they are recovered, as follows—

- (a) where the complainant is the party aggrieved, one moiety of the penalty may be paid to him;
- (b) where the complainant is not the party aggrieved, there shall be paid to him no part or such part only of the penalty as the court thinks fit.

#### **Amends for frivolous informations**

43. Where an information or complaint of any offence against this Act (not being an offence against any provision of this Act relating to licences) is laid or made before a court of summary jurisdiction and is not further prosecuted, or if such information or complaint is further prosecuted, but it appears to the court of summary jurisdiction by which the case is heard that there was no sufficient ground for the making of the charge, the court shall have power to award such amends, not exceeding the sum of \$24, to be paid by the informer or complainant to the party informed or complained against for his loss of time and expenses in the matter as to the court may seem meet; and every sum so awarded shall be recoverable as penalties under this Act are recoverable.

#### **Penalty on common informers compounding informations**

44. If any person lodges an information for an offence alleged to have been committed against this Act by which he was not personally aggrieved,

and afterwards directly or indirectly receives, without the permission of a Magistrate, any sum of money or other reward for compounding, delaying or withdrawing the information, he shall be guilty of an offence against this Act.

#### **Detention of persons offering forged pawn-tickets, etc.**

**45.** If any person utters, produces, shows, or offers to a pawnbroker a pawn-ticket which the pawnbroker reasonably suspects to have been counterfeited, forged or altered, the pawnbroker may seize and detain the person and the ticket, or either of them, and shall deliver the person and the ticket, or either of them, (as the case may be) as soon as may be, into the custody of a constable, who shall, as soon as may be, convey the person, if so detained, before a Magistrate to be dealt with according to law.

#### **Production of books etc., before Magistrates**

**46.** A pawnbroker shall at any time, when ordered or summoned by a court of summary jurisdiction, attend before the court and produce all books and papers relating to his business which he is required by the court to produce, and if he fails so to do he shall be guilty of an offence against this Act.

#### **Contracts not void on account of offences**

**47.** Where a pawnbroker is guilty of an offence against this Act (not being an offence against any provision of this Act relating to licences), any contract of pawn or other contract made by him, in relation to his business of pawnbroker, shall nevertheless not be void by reason only of that offence, nor shall he by reason only of that offence lose his lien on or right to the pledge or to the loan and profit; but nothing in this section shall restrict the operation of any provision of this Act providing for the delivery of any goods and chattels, or the restoration of any linen, apparel, goods, materials, or articles to the owner, under the order of any court.

#### **Appeal**

**48.** If any person thinks himself aggrieved by any conviction or order of a court of summary jurisdiction under this Act, or by the refusal of a certificate for a licence, he may appeal therefrom as in any other matter in which such court has jurisdiction.

---

**FIRST SCHEDULE**

*(Sections 8 and 9)*

**FORMS OF BOOKS AND DOCUMENTS**

**I. Pledge Book**

of ..... Pawnbroker,

of ..... 20.....

Date of redemption.	Profit charged.	\$ c.	Amount of loan.	No. of pledge in the month.	Name of pawner.	Address of pawner.	Name of owner, if other than pawner.	Address of owner, if other than pawner.	List of articles pawned as described on pawn ticket.
---------------------	-----------------	-------	-----------------	-----------------------------	-----------------	--------------------	--------------------------------------	---	--

**RULE**

All entries in the last five columns respecting each pledge shall be made on the day of the pawning thereof or within four hours after the end of that day.

**II. Pawn-ticket**

(1) *For loan of \$2.40 and under*

Pawned with [*John Smith*] Pawnbroker, [*17, New Street*] this [*17th*] day of [*March, 20.....*], by [*Henry Williams*] of [*5, Broad Alley*] for the sum of \$(2.40).

[One black frock coat.]

\*The following is to be printed on the ticket, on the front or back, or partly on the front and partly on the back

*The pawnbroker is entitled to charge—	
For this ticket .....	One cent
For profit on each \$0.48 or part of \$0.48 lent on this pledge for not more than one calendar month.....	One cent

And so on at the same rate per calendar month

After the first calendar month any time not exceeding fourteen days will be charged as half a month, and any time exceeding fourteen days and not more than one month will be charged as one month.

If this pledge must be redeemed within twelve calendar months and seven days from the date of pledging. At the end of that time it becomes the property of the pawnbroker.

If the pledge is destroyed or damaged by fire, the pawnbroker will be bound to pay the value of the pledge, after deducting the amount of the loan and profit, such value to be the amount of the loan and profit and twenty-five per cent, on the amount of the loan.

If this ticket is lost, mislaid or stolen, the pawner should at once apply to the pawnbroker for a form of declaration to be made before a Magistrate, or the pawnbroker will be bound to deliver the pledge to any person who produces this ticket to him and claims to redeem the same.

\_\_\_\_\_



(2) For loan of above \$2.40 and not above \$9.60

Pawned with [John Smith] Pawnbroker, [17, New Street] this [18th] day of [March, 19.....], by [Henry Williams] of [5, Broad Alley,] for the sum of \$(2.64) ,

[One grey tweed coat.]

\*The following is to be printed on the ticket, on the front or back, or partly on the front and partly on the back

\*The pawnbroker is entitled to charge—

For this ticket..... Two cents

For profit on each \$0.48 or part of \$0.48 lent on this pledge for not more than one calendar month ..... One cent

And so on at the same rate per calendar month.

After the first calendar month any time not exceeding fourteen days will be charged as half a month, and any time exceeding fourteen days and not more than one month will be charged as one month.

If this pledge is not redeemed within twelve calendar months and seven days from the day of pledging, it may be sold by auction by the pawnbroker, but it may be redeemed at any time before the day of sale.

Within three years after sale the pawner may inspect the account of the sale in the pawnbroker's books on payment of two cents, and receive any surplus produced by the sale. But deficit on sale of one pledge may be set off by the pawnbroker against surplus on another.

If the pledge is destroyed or damaged by fire, the pawnbroker will be bound to pay the value of the pledge, after deducting the amount of the loan and profit, such value to be the amount of the loan and profit and twenty-five per cent. on the amount of the loan.

If this ticket is lost or mislaid, the pawner should at once apply to the pawnbroker for a form of declaration to be made before a Magistrate, or the pawnbroker will be bound to deliver the pledge to any person who produces this ticket to him and claims to redeem the same.

(3) For loan of above \$9.60.

Pawned with [John Smith] Pawnbroker, [17, New Street,] this [19th] day of [March, 19.....], by [Henry Williams,] of [5, Broad Alley,] for the sum of \$(10.80) .

[One dress coat.]

\*The following is to be printed on the ticket, on the front or back, or partly on the front and partly on the back

*The pawnbroker is entitled to charge—	
For this ticket .....	Two cents
For profit on each \$0.60 or part of \$0.60 lent on this pledge for every calendar month or part of a calendar month...	One cent

If this pledge is not redeemed within twelve calendar months and seven days from the day of pledging, it may be sold by auction by the pawnbroker, but it may be redeemed at any time before the day of sale.

Within three years after sale the pawner may inspect the account of the sale in the pawnbroker's books on payment of two cents, and receive any surplus produced by the sale. But deficit on sale of one pledge may be set off by the pawnbroker against surplus on another.

If the pledge is destroyed or damaged by fire, the pawnbroker will be bound to pay the value of the pledge, after deducting the amount of the loan and profit, such value to be the amount of the loan and profit and twenty-five per cent. on the amount of the loan.

If this ticket is lost or mislaid, the pawner should at once apply to the pawnbroker for a form of declaration to be made before a Magistrate, or the pawnbroker will be bound to deliver the pledge to any person who produces this ticket to him and claims to redeem the same.

**III. Sale Book of Pledges for Loans of above \$2.40**

[Date and place of sale.]

[Name and place of business of auctioneer.]

No. of pledge as in pledge book.	Date of pawning.	Name of pawner.	<p style="text-align: center;">\$            c.</p> <p style="text-align: center;">Amount of loan.</p>	Amount for which pledge sold as stated by auctioneer.
-------------------------------------	------------------	-----------------	--	---

**IV. Declaration where Pledge claimed by Owner**

TAKE NOTICE that, if this declaration is false, the person making it is punishable as for perjury.

Unless this printed form is taken before a Magistrate and declared to and signed and delivered back to the pawnbroker not later than the ..... day of ....., the articles mentioned in it will be delivered to any person producing the..... pawn-ticket.

I, A.B., ..... of ....., in pursuance of the Pawnbrokers Act, do solemnly and sincerely declare that the article [or articles] described below is [or are] my property, and that I believe such article [or articles] is [or are] pledged at the shop of

The article [or articles] above referred to is [or are] the following:—

And I, C.D., ..... of ....., in pursuance of the same Act do solemnly and sincerely declare that I know the person now making the foregoing declaration to be A.B. .... of .....

Declared before me  
this ..... day of .....,  
20.....

} (Signature.)  
} (Addition.)

\_\_\_\_\_

**V. Declaration where Pawn-ticket Lost, etc.**

TAKE NOTICE that, if this declaration is false, the person making it is punishable as for perjury.

Unless this printed form is taken before a Magistrate and declared to and signed and delivered back to the pawnbroker not later than the ..... day of ..... , the articles mentioned in it will be delivered to any person producing the pawn ticket.

I, A.B., of ..... , in pursuance of the Pawnbrokers Act, do solemnly and sincerely declare that ..... pledged at the shop of ..... , pawnbroker, the article [or articles] described below being ..... property, and received a pawn-ticket for the same which has since been ..... by ..... , and that the pawn-ticket has not been sold or transferred to any person by ..... or to ..... knowledge or belief.

The article [or articles] above referred to is [or are] the following:—

And I, C.D., of ..... , in pursuance of the same Act, do solemnly and sincerely declare that I know the person now making the foregoing declaration to be A.B., of

Declared before me this ..... } (Signature.)  
day of ....., 20..... } (Addition.)

**VI. Receipt.**

[Date.]

Received on redemption of Pledge No.

Amount of loan .....

Profit .....

Total .....

\_\_\_\_\_  
\_\_\_\_\_

[A.B.]  
Pawnbroker.

\_\_\_\_\_

**VII. Special Contract**

Special Contract under Act

Pawned with [John Smith] Pawnbroker, [17, New Street] this [17th] day of [April, 19.....], by [Henry Williams,] of [5, Broad Alley,] for the sum of \$(11.52) .

[One marble clock.]

\*The following is to be printed on the ticket, on the front or back, or partly on the front and partly on the back

\*Terms of the special contract.

The Pawnbroker charges:

For this ticket .....

Profit at the rate *per* calendar month of

After the first calendar month any time not exceeding fourteen days will be charged as half a month, and any time exceeding fourteen days and not more than one month will be charged as one month.

The charge for storage of this pledge will be .....  
*per* calendar month, or any part of a month, in addition to the charges above mentioned.

†Not less than three

This pledge is pawned for the period of † ..... months.

After the expiration of that time the pledge may be sold by auction by the pawnbroker. But it may be redeemed by the pawner at any time before the day of the sale.

Within three years after sale the pawner may inspect the account of the sale in the pawnbroker's books on payment of ....., and receive any surplus produced by the sale.

But deficit on sale of one pledge may be set off by the pawnbroker against surplus on another.

If the pledge is destroyed or damaged by fire, the pawnbroker will be bound to pay the value of the pledge, after deducting the amount of the loan and profit, such

value to be the amount of the loan and profit and twenty-five per cent. on the amount of the loan, unless otherwise agreed upon by the pawner and pawnbroker.

If this ticket is lost or mislaid, the pawner should at once apply to the pawnbroker for a form of declaration to be made before a Magistrate or the pawnbroker will be bound to deliver the pledge to any person who produces this ticket to him and claims to redeem the same.

(Signed) [John Smith], Pawnbroker.

(Signed) [Henry Williams], Pawner.

**SECOND SCHEDULE**

*(Section 11)*

**PROFIT AND CHARGES ALLOWED TO PAWNBROKERS**

Part I.—Profit on loan.

A. On a loan of \$9.60 or under—

For any time during which the pledge remains in pawn, not exceeding one month, for every \$0.48 or fraction of \$0.48 lent ..... One cent

For every month after the first, including the current month in which the pledge is redeemed, although that month is not expired, for every \$0.48 or fraction of \$0.48 lent ..... One cent

*Proviso*

1. If the pledge is redeemed before the end of the first fourteen days after expiration of any month, the pawnbroker shall, in respect to those fourteen days, be entitled to take half of the amount which he would be entitled to take for the whole month.

B. On a loan of above \$9.60—

For every month or part of a month, for every sum of \$0.60 or fraction of a sum of \$0.60 ..... One cent

Part II.—Charge on pawn ticket.

Where the loan is \$2.40 or under.....	One cent
Where the loan is above \$2.40.....	Two cents

Part III.—Charge on inspection of sale book.

For the inspection of the entry of a sale.....	Two cents
--	-----------

Part IV.—Charge on form of declaration.

Where the loan is \$1.20 or under.....	One cent
Where the loan is above \$1.20.....	Two cents

RULE

This sum is to be paid by the applicant at the time of application.

---

**THIRD SCHEDULE**

*(Section 15)*

**REGULATIONS AS TO AUCTIONS OF PLEDGES ABOVE \$2.40**

1. The auctioneer shall cause all pledges to be exposed to public view.
2. He shall publish catalogues of the pledges stating—
  - (a) the pawnbroker's name and place of business;
  - (b) the month in which each pledge was pawned;
  - (c) the number of each pledge, as entered at the time of pawning in the pledge book.
3. The pledges of each pawnbroker in the catalogue shall be separate from any pledges of any other pawnbroker.
4. The auctioneer shall insert in some public newspaper an advertisement giving notice of the sale, and stating—
  - (a) the pawnbroker's name and place of business;
  - (b) the months in which the pledges were pawned.
5. The advertisement shall be inserted on two several days in the same newspaper, and the second advertisement shall be inserted at least three clear days before the first day of sale.
6. Pictures, prints, books, bronzes, statues, busts, carvings in ivory and marble, cameos, intaglios, musical, mathematical and philosophical instruments, and china, sold by auction, shall be sold by themselves, and without any other goods being sold at the same sale, four times only in every year, (that is to say), on the first Monday in the months of January, April, July and October, and on the following day and days, if the sale exceeds one day, and at no other time.

7. Where a pawnbroker bids at a sale, the auctioneer shall not take the bidding in any other form than that in which he takes the biddings of other persons at the same sale; and the auctioneer on knocking down any article to a pawnbroker shall forthwith declare audibly the name of the pawnbroker as purchaser.

8. The auctioneer shall, within fourteen days after the sale, deliver to the pawnbroker a copy of the catalogue, or of so much thereof as relates to the pledges of that pawnbroker, filled up with the amounts for which the several pledges of that pawnbroker were sold, and authenticated by the signature of the auctioneer.

9. The pawnbroker shall preserve every such catalogue for three years at least after the auction.

---

#### FOURTH SCHEDULE

(Section 37)

##### FORM OF CERTIFICATE OF MAGISTRATE

I [*Here insert the description of the Magistrate*] do hereby certify that I do authorize the grant to A.B., of ..... in the parish of ..... of a licence to carry on the business of a pawnbroker at [*describe the place*].

Witness my hand this ..... day of ....., 20.....

---





Printed by the Law Revision Unit of the Government of Montserrat  
Authorised Printers for this revised edition