

## PAWNBROKERS ACT

### Principal Act

<b>Act. No. 1888-02</b>		<i>Commencement</i>	4.6.1888
		<i>Assent</i>	11.5.1888
Amending enactment	Relevant current provisions	Commencement date	
Acts. 1935-08	s. 29		
1948-33	ss. 11(2) and 12(5)		
1971-19	s. 35		
1983-12	ss. 7, 12(5), 14-16, 18-21, 34, 38 and Sch.		

### English sources

Pawnbrokers Act 1872 (35 & 36 Vict. c.93)

Children's Act 1908 (8 Edw.7 c.67)

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AN ACT TO REGULATE THE BUSINESS OF PAWNBROKERS.

**Short title.**

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

*Definitions and Application of Act.*

**Interpretation.**

2. In this Act, unless the context otherwise requires,—

“pawnbroker” includes every person who receives 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 or place of business, or place where business is transacted ;

“unfinished goods or materials” include 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.

**Extent of Act.**

3. 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, and who purchases or receives or takes in goods or chattels, and pays or advances or lends thereon any sum of money not exceeding £10 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.

**Executors, etc., 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.

### **Agents, servants, etc., 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.

### **Assigns, executors, etc., 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 Act to loans.**

7.(1) This Act shall apply –

- (a) to every loan by a pawnbroker of £10 or under;
- (b) to every loan by a pawnbroker of above £10 and not above £50, 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 £50, 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 £50.

### *General Obligations of Pawnbrokers.*

### **Pawnbrokers to keep books, etc.**

8.(1) A pawnbroker shall keep and use in his business such books and documents as are described in Schedule I, 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) A pawnbroker who fails in any respect to comply with the requisitions of this section is guilty of an offence against this Act.

**To keep names over doors, and rates, etc., exhibited.**

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 and surname or names, 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 of Schedule I required to be printed on pawn tickets.

(2) A pawnbroker who fails in any respect to comply with the requisitions of this section is guilty of an offence against this Act.

*Pawning, Redemption or Sale.*

**Property not to be received in pawn.**

10. It shall not be lawful for any pawnbroker to receive in pawn any goods having upon them any mark or sign denoting them to be, or to have been, the property of Her Majesty, or of any public department.

**Pawn-tickets.**

11.(1) 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.

(2) The pawn-ticket shall state the amount of the sum authorized by this Act to be charged in respect of the pledge, as well as the profit and charge authorized by this Act.

**Profit and charges.**

12.(1) A pawnbroker may take profit on a loan on a pledge at a rate not exceeding that specified in Schedule 2.

(2) A pawnbroker may demand and take the charges specified in that 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 that 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.

(5) A pawnbroker shall, in addition to the profit and charge authorized by this Act to be taken by a pawnbroker, be entitled for any sum not exceeding £10 to charge the pledger upon receipt of the pledge the sum of two pence for each twenty-five pence or part of twenty-five pence lent by the pawnbroker.

## **Pledges, when redeemable.**

13. 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 £5 or less forfeited if not redeemed.**

14. A pledge pawned for £5, 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 £5 redeemable until sale.**

15. A pledge pawned for above £5 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.

## **Auction of pledges above £5.**

16.(1) A pledge pawned for above £5 shall, when disposed of by the pawnbroker, be disposed of by sale by public auction, and not otherwise, and the regulations in Schedule 3 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.

#### **Auctioneers.**

17. An auctioneer who does anything in contravention of the provisions of this Act relating to auctioneers, or fails to do anything which he is required by this Act to do, is guilty of an offence against this Act.

#### **Inspection of sale book.**

18. At any time within three years after the auction at which a pledge pawned for above £5 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.

#### **Surplus.**

19. Where a pledge pawned for above £5 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. 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 £5.**

20. A pawnbroker who, with respect to pledges for loans of above £5—

- (a) does not bona fide according to the directions of this Act sell 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 of a filled-up catalogue of the auction, authenticated by the auctioneer's signature, to inspect the same ;



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- (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,

is guilty of an offence against this Act, and is liable on summary conviction to forfeit to the person aggrieved a sum not exceeding £10.

### *Special Contracts.*

#### **Special contracts.**

21.(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 £10:

Provided always 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.

### *Delivery up of Pledge.*

#### **Holder of ticket entitled to redeem.**

22. 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 ticket.**

23. 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 pawnbrokers in case of fire.**

24. 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 amount of the loan and profit, such value to be the amount of the loan and profit and 25 per cent on the amount of the loan. A pawnbroker shall be entitled to insure to the extent of the value so estimated.

**Compensation for depreciation of pledge.**

25. If a person entitled and offering to redeem a pledge shows to the satisfaction of the magistrates' court 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.**

26. The following provisions shall have effect for 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 justice of the peace 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 such period ;

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- (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.

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

27. In each of the following cases :—

- (a) if any person is convicted under this Act in the magistrates' court 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 dishonestly 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 the magistrates' court 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 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 the other circumstances of the case, seems just and fitting.

## **Order for delivery of pledge to person entitled.**

28. A pawnbroker who, 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, is guilty of an offence against this Act, and the magistrates' court may, with or without imposing a penalty, order the delivery of the pledge on payment of the amount of the loan and profit.

### *General Restrictions on Pawnbrokers.*

## **Purchasing pledges; taking pledges from children, etc.**

29. A pawnbroker who does any of the following things :—

- (a) takes an article in pawn from any person appearing to be under the age of fourteen years, whether offered by that person on his own behalf or on behalf of any other person, or from a person appearing 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, or Christmas Day, or a day appointed for public fast, humiliation, thanksgiving or holy day ;
- (e) under any pretence purchases, except at public auction, any pledge while in pawn with him ;
- (f) suffers any pledges 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,

is guilty of an offence against this Act. Unlawful Pawning and taking in Pawn.

**Unlawful pawning.**

30.(1) A person who 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, is guilty of an offence and is liable on summary conviction to a fine of £5, and, in addition thereto, a sum not exceeding the full value of the pledge as ascertained by the court.

(2) Such fines 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 fines, the fines or surplus (as the case may be) shall be paid into the Consolidated Fund.

**Proceedings when persons offering articles do not give a good account of themselves, etc.**

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31.(1) A person who 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,

is 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 police officer, who shall as soon as may be convey the person, if so detained, before the magistrates' court, to be dealt with according to law.

### **Taking in pawn linen, Clothing, unfinished goods, etc.**

32. A pawnbroker who 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, is guilty of an offence against this Act, and is liable on summary conviction to a fine of double the amount of the loan, to be paid into the Consolidated Fund ; 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.**

33.(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 the magistrates' court that his goods have been unlawfully obtained or taken from him), makes out on oath before the magistrates' court that there is good cause to suspect that a pawnbroker has taken in pawn such linen, apparel, goods, materials or articles without the privity or authority of the owner, and makes appear to the satisfaction of the court probable grounds for such

suspicion, the court may issue its warrant for searching, within the hours of business, the shop of the pawnbroker.

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

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

*Licences.*

**Yearly licence and fee.**

34.(1) Every pawnbroker shall yearly take out from the Financial and Development Secretary a licence for carrying on his business, on which licence there shall be charged and paid a fee of £25:

Provided always that any pawnbroker taking out a licence for the first time in any year after the month of January shall pay only for such licence a proportionate part of such sum of £25 calculated from the day of his taking out the same to the 31st day of December in such year.

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

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

(4) A person who acts as a pawnbroker without having in force a proper licence is guilty of an offence and is liable on summary conviction to a fine of £20.

**Licence to cease on conviction.**

35. If a pawnbroker is convicted on indictment of any fraud in his business, or of handling stolen goods, 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.

**No licences without evidence of good character.**

36. A pawnbroker's licence shall not be granted to any person except on the production of satisfactory evidence of good character to the magistrates' court, and any licence granted in contravention of this section shall be void.

### *Penalties and Legal Proceedings.*

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

37. A pawn broker or other person guilty of an offence against this Act in respect whereof a specific penalty is not prescribed by this Act, is liable on summary conviction to a fine of £10.

#### **Frivolous informations.**

38. 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 the magistrates' court and is not further prosecuted, or if any such information or complaint is further prosecuted, but it appears to the magistrates' court 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 compensation not exceeding the sum of £25, 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 seems meet, and every sum so awarded shall be recoverable as penalties under this Act are recoverable.

#### **Common informers compounding informations.**

39. A person who 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 the magistrates' court, any sum of money or other reward for compounding, delaying or withdrawing the information, is guilty of an offence against this Act.

#### **Persons offering forged pawn-tickets, etc.**

40. 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 uttered, 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 police officer, who shall, as soon as may be, convey the person, if so detained, before the magistrates' court, to be dealt with according to law.

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

41. A pawnbroker shall at any time, when ordered or summoned by the magistrates' court, 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 to do so, is guilty of an offence against this Act.

**Contracts not void for offences.**

42. 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 article to the owner, under the order of any court.

**Appeals.**

43. If any person thinks himself aggrieved by any conviction or order of the magistrates' court under this Act, or by the refusal of a licence, he may appeal therefrom as in any other matter of summary jurisdiction.



SCHEDULE 1.

Sections 8 and 9.

FORMS OF BOOKS AND DOCUMENTS.

I.—PLEDGE BOOK.

of Pawnbroker.

for date of redemption.	for profit of loan.	£ for amount of loan.	For No. of pledge in the month.	For name of pawn-er.	for address of pawn-er.	For name of owner, if other than pawn-er.	for address of owner, if other than pawn-er.	For list of articles pawned as described on pawn ticket.
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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.

A.—*For Loan of £5 or under.*

Pawned with (John Smith), Pawnbroker (27, Main Street, Gibraltar), this day of 20 , by (Peter Jones) of (25, Cannon Street) for the sum of (one) pound (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 2p

For profit on each 10 pence, or part of 10 pence, lent on this pledge for not more than one calendar month 2p

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.

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 25 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 the magistrates' court, 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.

*B.—For Loan of above £5 and not above £10.*

Pawned with (John Smith), Pawnbroker (27, Main Street, Gibraltar), this day of 20, by (Peter Jones), of (25, Cannon Street), for the sum of (one) pound (5) pence (one grey tweed coat).

*The following I 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	5p
For profit on each 10 pence, or part of 10 pence, lent on this pledge for not more than one calendar month	2p

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 the sale the pawner may inspect the account of the sale in the pawnbroker's book on payment of five pence, and receive any surplus produced by the sale, but any 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

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profit, such value to be the amount of the loan and profit and 25 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 the magistrates' court, 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.

*C.—For loan of above £10.*

Pawned with (John Smith), pawnbroker (27, Main Street, Gibraltar), this day of 20, by (Peter Jones), of (25, Cannon Street), for the sum of (twelve) pounds (one shooting 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	5p
For profit on each 65 pence, or part of 65 pence, lent on this pledge for every calendar month or part of a calendar month	2p

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 book on payment of five pence, and receive any surplus produced by the sale, but any 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 25 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 the magistrates' court, 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 £5.

(Date and place of sale).

(Name and place of business of auctioneer).

			£	£
For No. of pledges as in pledge book.	For name of pawnner.	For date of pawning.	For amount of loan.	For amount for which pledge sold as stated by auctioneer.

## IV.—DECLARATION WHERE PLEDGE CLAIMED BY OWNER.

TAKE NOTICE.—If this declaration is false the person making it is punishable as for perjury.

Unless this printed form is taken before a justice of the peace 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-tickets.

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 they 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 .

## V.—DECLARATION WHERE PAWN-TICKET LOST, ETC.

TAKE NOTICE.—If this declaration is false the person making it is punishable as for perjury.

Unless this printed form is taken before a justice of the peace 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 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:-

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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 .

VI.-RECEIPT.

(Date)

Received on redemption of pledge No.

Amount of loan	
Profit	
Total	

A.B.,

Pawnbroker.

VII.-SPECIAL CONTRACT.

Special Contract under the Pawnbrokers Act.

Pawned with (John Smith), pawnbroker (27, Main Street, Gibraltar), this day of 20 , (Peter Jones), of (25, Cannon Street), for the sum of (fifteen) pounds (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.

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 sale.

Within three years after sale the pawner may inspect the account of the sale in the pawnbroker's book on payment of, and receive any surplus produced by the sale, but any 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 profits such value to be the amount of the loan and profit, and 25 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 justice of the peace, 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) (PETER JONES), pawner.

**SCHEDULE 2.**

Section 12.

**PROFIT AND CHARGES ALLOWED TO PAWNBROKERS.**

**PART I.—PROFIT ON LOAN.**

*A. —On a Loan for £10 or under.*

For any time during which the pledge remains in pawn not exceeding one month, for every 10 pence, or fraction of 10 pence lent 2p

For every month after the first, including the current month in which the pledge is redeemed, although that month is not expired, for every 10 pence, or fraction of 10 pence lent 2p.

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

*B.—On Loan of above £10.*

For every month or part of a month, for every sum of 13p, or fraction of a sum of 13p lent 2p.

**PART II.—CHARGE ON PAWN-TICKET.**

Where the loan is 25p or under 5p.

Where the loan is above 25p 5p.

**PART III.—CHARGE ON INSPECTION OF SALE BOOK.**

For the inspection of the entry of a sale 5p.

**PART IV.—CHARGE ON FORM OF DECLARATION.**

Where the loan is 25p or under 2p.

Where the loan is above 25p. 5p.

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

**SCHEDULE 3.**

## Section 16.

## REGULATIONS AS TO AUCTIONS OF PLEDGES ABOVE £5.

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 ; and
  - (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 pledge of another 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.



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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.