# New South Wales.


ANNO VICESIMO SECUNDO

# GEORGII V REGIS.

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## Act No. 53, 1931.

An Act to make certain provisions for the payment by lessees of amounts due or to become due under certain leases of sound equipment for motion pictures; and for purposes connected therewith. [Assented to, 7th October, 1931.]

BE it enacted by the King's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows :—

**1.** (1) This Act may be cited as the "Motion Picture Sound Equipment Leases Act, 1931." Short title.

(2) This Act shall be deemed to have commenced on the twenty-ninth day of September, one thousand nine hundred and thirty-one. Commencement.

**2.**

Construction.

**2.** This Act shall be read and construed subject to the Commonwealth of Australia Constitution Act and so as not to exceed the legislative power of the State, to the intent that where any enactment herein would but for this section have been construed as being in excess of that power, it shall nevertheless be a valid enactment to the extent to which it is not in excess of that power.

Application of Act.

**3.** This Act shall apply to and in respect of every lease of sound equipment subsisting at the commencement of this Act under or by virtue of which sound equipment has been or is to be installed in any theatre or public hall licensed under the Theatres and Public Halls Act, 1908.

Interpretation.

**4.** In this Act unless the context or subject matter otherwise requires—

"Lease" means a lease of sound equipment and includes an agreement for lease or hire of sound equipment, but shall not include a hire purchase agreement as defined in the Moratorium Act, 1930–1931.

"Lessor" and "lessee" mean the lessor and lessee under a lease and include personal representatives, successors and assigns of lessor and lessee respectively.

"Rent" means all moneys due and payable by a lessee to a lessor at the commencement of this Act under a lease of sound equipment and not already paid (including any moneys due under a liability incurred in satisfaction of or substitution for such debt) together with all sums certain agreed to be paid by a lessee to the lessor after such commencement under any such lease as aforesaid, but shall not include any such sums agreed to be paid, the amount of which is to be determined by reference to other leases or is otherwise unspecified in amount.

"Sound equipment" means equipment for the purpose of electrical reproduction of sound from sound records independently of or in synchronism with or as incidental to the exhibition of motion pictures.

**5.**

**5.** (1) The obligation of a lessee to pay to a lessor any sum by way of rent whether such sum is due and payable at the commencement of this Act or thereafter becomes due and payable shall be deemed to be satisfied by the payment of the same by equal weekly instalments in accordance with this section.

Rent to be paid by weekly instalments.

(2) The amount of each weekly instalment shall be determined by dividing the amount of the rent by the number of weeks which at the commencement of this Act remained unexpired of the term of the lease.

(3) The first of such instalments shall be payable on Saturday, the seventeenth day of October, one thousand nine hundred and thirty-one.

(4) Where a lessee avails himself of subsection one of this section he shall as from the date fixed by the lease for the last payment of rent deferred by the operation of that subsection pay interest at the rate which is for the time being charged upon overdrafts by the Commonwealth Bank of Australia, with quarterly rests on all rents so deferred.

**6.** (1) Where under any lease of sound equipment the lessee has agreed to pay for any additional equipment or accessory supplied or to be supplied to him by the lessor during the term of the lease and any such additional equipment or accessory has been or shall hereafter be so supplied the lessee's obligation to pay for the same shall be deemed to be satisfied by the payment of the amount payable therefor by weekly instalments.

Additional equipment or accessory.

(2) The amount of each weekly instalment shall be determined by dividing the amount payable as aforesaid by the number of weeks which at the date upon which the invoice for the additional equipment or accessory is furnished to the lessee remain unexpired of the term of the lease.

(3) The first of such instalments shall be payable on the Saturday following the date on which such invoice is furnished.

Remedies of lessor.

**7.** Notwithstanding anything hereinbefore contained the lessor under any lease of sound equipment shall upon default by the lessee in payment of any weekly instalment under this Act have the same rights and remedies as are secured to him by the relevant lease on default by the lessee in payment of any rent or other moneys which are hereinbefore made payable by instalments.

By Authority:
ALFRED JAMES KENT, I.S.O., Government Printer, Sydney, 1931.
[3*d*.]

*I certify that this* PUBLIC BILL, *which originated in the* LEGISLATIVE ASSEMBLY, *has finally passed the* LEGISLATIVE COUNCIL *and the* LEGISLATIVE ASSEMBLY *of* NEW SOUTH WALES.

W. R. McCOURT,
*Clerk of the Legislative Assembly.*

*Legislative Assembly Chamber,*
*Sydney*, 2 *October*, 1931.

# New South Wales.


ANNO VICESIMO SECUNDO

# GEORGII V REGIS.

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(2) This Act shall be deemed to have commenced on the twenty-ninth day of September, one thousand nine hundred and thirty-one. Commencement.

**2.**

*I have examined this Bill, and find it to correspond in all respects with the Bill as finally passed by both Houses.*

H. J. CONNELL,
*Chairman of Committees of the Legislative Assembly*

Construction.

**2.** This Act shall be read and construed subject to the Commonwealth of Australia Constitution Act and so as not to exceed the legislative power of the State, to the intent that where any enactment herein would but for this section have been construed as being in excess of that power, it shall nevertheless be a valid enactment to the extent to which it is not in excess of that power.

Application of Act.

**3.** This Act shall apply to and in respect of every lease of sound equipment subsisting at the commencement of this Act under or by virtue of which sound equipment has been or is to be installed in any theatre or public hall licensed under the Theatres and Public Halls Act, 1908.

Interpretation.

**4.** In this Act unless the context or subject matter otherwise requires—

"Lease" means a lease of sound equipment and includes an agreement for lease or hire of sound equipment, but shall not include a hire purchase agreement as defined in the Moratorium Act, 1930–1931.

"Lessor" and "lessee" mean the lessor and lessee under a lease and include personal representatives, successors and assigns of lessor and lessee respectively.

"Rent" means all moneys due and payable by a lessee to a lessor at the commencement of this Act under a lease of sound equipment and not already paid (including any moneys due under a liability incurred in satisfaction of or substitution for such debt) together with all sums certain agreed to be paid by a lessee to the lessor after such commencement under any such lease as aforesaid, but shall not include any such sums agreed to be paid, the amount of which is to be determined by reference to other leases or is otherwise unspecified in amount.

"Sound equipment" means equipment for the purpose of electrical reproduction of sound from sound records independently of or in synchronism with or as incidental to the exhibition of motion pictures.

**5.**

**5.** (1) The obligation of a lessee to pay to a lessor any sum by way of rent whether such sum is due and payable at the commencement of this Act or thereafter becomes due and payable shall be deemed to be satisfied by the payment of the same by equal weekly instalments in accordance with this section. Rent to be paid by weekly instalments.

(2) The amount of each weekly instalment shall be determined by dividing the amount of the rent by the number of weeks which at the commencement of this Act remained unexpired of the term of the lease.

(3) The first of such instalments shall be payable on Saturday, the seventeenth day of October, one thousand nine hundred and thirty-one.

(4) Where a lessee avails himself of subsection one of this section he shall as from the date fixed by the lease for the last payment of rent deferred by the operation of that subsection pay interest at the rate which is for the time being charged upon overdrafts by the Commonwealth Bank of Australia, with quarterly rests on all rents so deferred.

**6.** (1) Where under any lease of sound equipment the lessee has agreed to pay for any additional equipment or accessory supplied or to be supplied to him by the lessor during the term of the lease and any such additional equipment or accessory has been or shall hereafter be so supplied the lessee's obligation to pay for the same shall be deemed to be satisfied by the payment of the amount payable therefor by weekly instalments. Additional equipment or accessory.

(2) The amount of each weekly instalment shall be determined by dividing the amount payable as aforesaid by the number of weeks which at the date upon which the invoice for the additional equipment or accessory is furnished to the lessee remain unexpired of the term of the lease.

(3) The first of such instalments shall be payable on the Saturday following the date on which such invoice is furnished.

**7.**

Remedies of lessor.

**7.** Notwithstanding anything hereinbefore contained the lessor under any lease of sound equipment shall upon default by the lessee in payment of any weekly instalment under this Act have the same rights and remedies as are secured to him by the relevant lease on default by the lessee in payment of any rent or other moneys which are hereinbefore made payable by instalments.

*In the name and on behalf of His Majesty I assent to this Act.*

PHILIP GAME,
*Governor.*

*Government House,*
*Sydney, 7th October,* 1931.

MOTION PICTURE SOUND EQUIPMENT LEASES BILL, 1931.

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*SCHEDULE of the Amendments referred to in Message of 1st October,* 1931.

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Page 3, clause 5, line 12. *Omit* "third" *insert* "**seventeenth**"
Page 3. At end of clause 5 *add* new subsection **(4)**

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*This* PUBLIC BILL *originated in the* LEGISLATIVE ASSEMBLY, *and, having this day passed, is now ready for presentation to the* LEGISLATIVE COUNCIL *for its concurrence.*

W. R. McCOURT,
*Clerk of the Legislative Assembly.*

*Legislative Assembly Chamber,*
*Sydney*, 30 *September*, 1931, A.M.

*The* LEGISLATIVE COUNCIL *has this day agreed to this Bill with Amendments.*

W. L. S. COOPER,
*Clerk of the Parliaments.*

*Legislative Council Chamber,*
*Sydney*, 1*st October*, 1931.

# New South Wales.

ANNO VICESIMO SECUNDO

# GEORGII V REGIS.

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NOTE.—The word to be *omitted* is *ruled through;* those to be *inserted* are printed in **black letter.**

**2.** This Act shall be read and construed subject to the Commonwealth of Australia Constitution Act and so as not to exceed the legislative power of the State, to the intent that where any enactment herein would but for this section have been construed as being in excess of that power, it shall nevertheless be a valid enactment to the extent to which it is not in excess of that power. Construction.

**3.** This Act shall apply to and in respect of every lease of sound equipment subsisting at the commencement of this Act under or by virtue of which sound equipment has been or is to be installed in any theatre or public hall licensed under the Theatres and Public Halls Act, 1908.

**4.** In this Act unless the context or subject matter otherwise requires— Interpretation.

"Lease" means a lease of sound equipment and includes an agreement for lease or hire of sound equipment, but shall not include a hire purchase agreement as defined in the Moratorium Act, 1930–1931.

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(2) The amount of each weekly instalment shall be determined by dividing the amount of the rent by the number of weeks which at the commencement of this Act remained unexpired of the term of the lease.

(3) The first of such instalments shall be payable on Saturday, the ~~third~~ **seventeenth** day of October, one thousand nine hundred and thirty-one.

**(4) Where a lessee takes advantage of the provisions of subsection one of this section he shall pay interest at the bank rate calculated with quarterly rests on all rents deferred by the operation of that subsection.**

**6.** (1) Where under any lease of sound equipment the lessee has agreed to pay for any additional equipment or accessory supplied or to be supplied to him by the lessor during the term of the lease and any such additional equipment or accessory has been or shall hereafter be so supplied the lessee's obligation to pay for the same shall be deemed to be satisfied by the payment of the amount payable therefor by weekly instalments. Additional equipment or accessory.

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Sydney: Alfred James Kent, I.S.O., Government Printer—1931.

[4*d*]

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*Clerk of the Legislative Assembly.*

*Legislative Assembly Chamber,*
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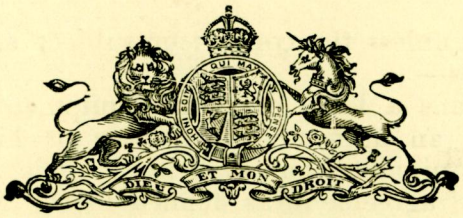
# New South Wales.

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(3) The first of such instalments shall be payable on Saturday, the third day of October, one thousand nine hundred and thirty-one.

**6.** (1) Where under any lease of sound equipment the lessee has agreed to pay for any additional equipment or accessory supplied or to be supplied to him by the lessor during the term of the lease and any such additional equipment or accessory has been or shall hereafter be so supplied the lessee's obligation to pay for the same shall be deemed to be satisfied by the payment of the amount payable therefor by weekly instalments. Additional equipment or accessory.

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[4*d*.]