

New Zealand.



ANALYSIS.

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| <p>Title.</p> <p>1. Short Title.</p> <p>2. When agreement for purchase of books to be void.</p> | | <p>3. Vendor to give duplicate of agreement to purchaser.</p> <p>4. Proof of value.</p> |
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1891, No. 21.

Title. AN ACT for the Protection of Persons purchasing Books from Book-agents and Others. [8th September, 1891.]

BE IT ENACTED by the General Assembly of New Zealand in Parliament assembled, and by the authority of the same, as follows:—

Short Title. 1. The Short Title of this Act is “The Book-purchasers Protection Act, 1891.”

When agreement for purchase of books to be void. 2. After the passing of this Act, every agreement for the purchase of any book or books or part or parts of a book, or of engravings, lithographs, or pictures, or of any other like matter, whether illustrated or not, and hereinafter termed “printed matter,” shall be absolutely void in every case where such printed matter is not to be delivered to the purchaser at the date of such agreement in a completed form, and so as to embrace the whole of the volumes or numbers of the printed matter, unless the purchaser of such book or books or part or parts of a book, engravings, lithographs, pictures, or other printed matter shall have first signed an agreement on a form in which, in red capital letters, not less than great primer, the following words and figures shall first have been printed—namely, “The total liability of the purchaser under this agreement is [*inserting the amount, in similar printed letters and also in printed figures of like size*],” and unless such form shall have been printed or written in black, wholly or partly, across and subsequent to the printing of such red letters and figures.

Vendor to give duplicate of agreement to purchaser. 3. The vendor of such book or books or part or parts of a book, engravings, lithographs, pictures, or other printed matter, or his agent, shall at the time of the signing of the agreement aforesaid also hand over to the purchaser a duplicate of the agreement, having printed on it in addition the words “Duplicate to be kept by purchaser,” and the name and address in full of the vendor; and the vendor shall not be entitled to recover under such agreement unless he produces an acknowledgment by the purchaser that he has received such duplicate of the agreement as aforesaid.

4. In any action hereafter arising in any Court on any contract for the purchase of such printed matter, whether entered into before or after the passing of this Act, the Court may determine the value of the said printed matter, proof of which shall be on the vendor. Proof of value.