

6 GEO. VI. No. 18, 1942. *Group Sales Act.*

MARRIED WOMEN'S PROPERTY.

See MARRIAGE AND DIVORCE.

MATRIMONIAL CAUSES.

*See MARRIAGE AND DIVORCE; also APPENDICES (A) AND (C),
PP. 347, 352A, AND 352B.*

MEDICAL BENEFIT BUSINESS.

See SOCIETIES.

MERCANTILE LAW.

- (1) *Group Sales Act of 1942* 6 *Geo. VI. No. 18*
- (2) *Possessory Liens Act of 1942* 6 *Geo. VI. No. 19*
- (3) *Registration of Firms Act of 1942* 6 *Geo. VI. No. 24*

**An Act to Regulate and Control the Sale of Goods by
a Method commonly called "Group Selling,"
and for purposes incidental thereto.**

6 GEO. VI.
No. 18.
THE
GROUP
SALES
ACT OF 1942.

[ASSENTED TO 12TH NOVEMBER, 1942.]

BE it enacted by the King's Most Excellent Majesty,
by and with the advice and consent of the Legis-
lative Assembly of Queensland in Parliament assembled,
and by the authority of the same, as follows:—

1. *This Act may be cited as "*The Group Sales Act of 1942*," and shall, except as herein otherwise provided, come into force on a date to be proclaimed by the Governor in Council by Proclamation published in the *Gazette*, which date is herein referred to as the commencement of this Act.

2. In this Act, unless the context otherwise indicates or requires, the following terms shall have the meanings respectively assigned to them, that is to say:—

"Group sale"—A contract of sale of any goods whereby the buyer is or may expressly or impliedly be included or entitled to be included in a group of buyers of goods from such seller some one or more of which buyers will or may be given a benefit or advantage or benefits or advantages which will not be given to all of the members of such group:

The term includes any sale of or agreement to sell goods in or collaterally in relation

* Act proclaimed in force from 19th November, 1942, by Proclamation of 19th November. (*Gazette*, 21st November, 1942, page 1572).

to which any promise or term is or was made or offered by (or by any agent, servant, or representative of) any seller or any other person to any buyer and whether such agent, servant, representative, seller or person shall have offered or agreed to sell to the buyer or shall have obtained or received from the buyer an application or order for the sale to the buyer of such goods—

- (i.) Whereby any one or more of the whole number of or of any group (whether of a specified or unspecified number) of buyers of goods from the seller concerned would be promised or given a benefit or advantage or benefits or advantages over any other or others of such buyers or of such group; and
- (ii.) Whereby such buyer might upon the happening of any event or contingency or upon the doing or executing by him of any act, matter, or thing be given such benefit or advantage or any of such benefits or advantages,

unless it be proved (the onus of proof whereof shall be upon the seller and such person)—

- (a) That the giving of the benefit or advantage was in no way dependent upon skill or upon chance, or upon mixed skill and chance; and
- (b) That neither the seller nor any other person could select or determine in any manner whatsoever which one or more of the whole or any specified or unspecified number of buyers should be given any benefit or advantage or benefits or advantages over any other or others of such buyers.

Group seller.

“Group seller”—A person who sells or agrees to sell any goods by group sale :

The term includes any seller who—

- (i.) (If the giving of any benefit or advantage or benefits or advantages to any one or more of the whole number of or of any group (whether

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of a specified or unspecified number) of buyers of goods from such seller is dependent upon an event or contingency), can himself or by any other person determine such event or contingency ; or

- (ii.) (If the giving of any benefit or advantage or benefits or advantages to any one or more of the whole number of or of any group (whether of a specified or unspecified number) of buyers of goods from such seller is dependent upon the doing or executing of any act, matter, or thing) can by himself or by any other person select or determine in any other manner whatsoever as between all or a specified or unspecified number of buyers who are to do or execute or attempt to do or execute such act, matter, or thing the buyer or buyers who is or are to be given any benefit or advantage or benefits or advantages over any other or others of such buyers.

“ Minister ”—The Attorney-General or other Minister.
Minister of the Crown for the time being charged with the administration of this Act ;

“ Person ”—Includes any body or association
of persons, corporate or unincorporate ;

“ Prescribed ”—Prescribed by this Act ;

Prescribed.

“ This Act ”—This Act and all Proclamations
and regulations made hereunder and for the time being in force ;

This Act.

“ Under Secretary ”—The Under Secretary,
Department of Justice : the term includes
any person for the time being discharging
the duties of that office.

Under Secretary.

3. This Act shall be read and construed so as not to exceed the legislative power of the State to the intent that where any enactment hereof 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.

Interpretation of Act.

Act 60 Vic.
No. 6
applied.

4. This Act shall be read and construed with **“The Sale of Goods Act of 1896,”* and the provisions of that Act shall, save in so far as they are inconsistent with the express provisions of this Act, continue to apply to and with respect to contracts for the sale of goods by group sale.

Registered
office of
group seller.

5. (1.) Every group seller shall have a registered office to which all communications and notices may be addressed.

(2.) Every person who is acting as or carrying on the business of a group seller at the commencement of this Act shall register his office within twenty-eight days after such commencement by delivering to the Under Secretary or to an officer of his department authorised by him in that behalf a notice in writing of the situation of such office and of the name of the person, firm or body, corporate or unincorporate, so acting or carrying on such business.

(3.) No person shall at any time after the commencement of this Act commence the business of or (except in the case of a person referred to in the preceding subsection, during the twenty-eight days next succeeding the commencement of this Act) act as a group seller or advertise that he has commenced or is about to commence any such business unless and until he has registered his office by delivering to the Under Secretary or to an officer of his department authorised by him in that behalf a notice in writing of the situation of such office and of the name of the person, firm or body, corporate or unincorporate, so acting or carrying on such business.

(4.) No group seller shall change the situation of his registered office unless and until he has registered such change by delivering to the Under Secretary or to an officer of his department authorised by him in that behalf a notice in writing of such changed situation.

(5.) Every group seller shall keep at his registered office all books, accounts, copies of group-sale agreements, documents, and records relating to his group-sale business.

(6.) Any person who contravenes or fails to comply with any provision of this section shall be liable to a penalty of not more than one hundred pounds.

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6. (1.) Every group seller shall deposit with the Treasurer either— Security to be provided.

- (a) The sum of two thousand pounds to be invested by the Treasurer in debentures, stock, Treasury Bills, or securities of the Government of Queensland or the Commonwealth of Australia; or
- (b) Securities to the value of two thousand pounds consisting of debentures, stock, Treasury Bills, or securities of the Government of Queensland or the Commonwealth of Australia.

(2.) (a) In addition to the deposit referred to in subsection one of this section every group seller shall deposit with the Treasurer a further sum of one thousand pounds in cash or securities of the kind referred to in paragraph (b) of subsection one of this section for every ten thousand pounds or part thereof by which the total sale price of goods which he sold or agreed to sell by group sale in Queensland during his last preceding financial year exceeds twenty thousand pounds (or, as the case may be, exceeds the total of twenty thousand pounds and any ten thousand pounds or multiple of ten thousand pounds in respect whereof he has already made a further deposit as herein required) until the total sum in cash or such securities deposited under the last preceding subsection and this subsection amounts to ten thousand pounds.

(b) Where such part as aforesaid amounts to less than one thousand pounds the group seller shall be deemed to comply with the preceding provisions of this subsection if the further deposit or, as his case requires, the amount included in the further deposit in respect of such part is equal thereto.

Any further deposit or amount included in a further deposit in terms of this paragraph may be set off against the amount of the next succeeding further deposit required by this subsection.

(c) Every such further deposit shall be made within a period of three months after the expiration of the financial year.

(d) In the case of a group seller who was acting as or carrying on his business as such at the commencement of this Act this subsection shall be read and construed

with subsection one of this section for the purpose of determining the deposit to be made with the Treasurer by such group seller.

(e) In this subsection "financial year" means the period of time from and including the first day of July of any year to and including the last day of June of the next succeeding year or any period of twelve consecutive calendar months approved by the Under Secretary in lieu of such period of time.

(3.) All moneys and securities for the time being deposited with the Treasurer under the aforesaid provisions by any group seller shall be and remain as a security for the payment of—

- (i.) Any damages payable by such group seller to any buyer for breach of a group-sale contract ; and
- (ii.) Any moneys paid to such group seller in respect of a group sale which are required by this Act to be refunded to any buyer and any interest payable in respect of such moneys ; and
- (iii.) Any losses suffered by group-sale buyers in consequence of the winding-up of such group seller's business,

and shall not be liable for any debts or contracts of such group seller other than to or with group-sale buyers unless and until the group-selling business has been wound-up and the claims of all group-sale buyers in that business have been satisfied.

If any payment made under this subsection reduces the amount or value of the moneys or securities remaining in the deposit of a group seller to less than the amount of the deposit required in his case, such group seller shall, within thirty days after such payment, deposit further moneys or securities (being securities of the kind prescribed by this section) sufficient in amount or value to meet such deficiency.

(4.) In all matters relating to the value of securities deposited under the provisions of this section the decision of the Treasurer shall be binding and conclusive.

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(5.) Provided all claims against him by group-sale buyers have been paid or are sufficiently covered by the moneys and deposits referred to in subsection three of this section, every group seller shall be entitled to receive all the income derived from investments of moneys deposited and from securities deposited by him under this section.

(6.) If, upon the expiration of six months after the end of any financial year, a group seller satisfies the Treasurer—

- (i.) That the moneys or securities deposited by him under this section exceed the amount or value of the deposit required in his case based on the total sale price of goods which he sold or agreed to sell by group sale in Queensland during such financial year; and
- (ii.) That all claims against him by group sale buyers have been paid or would be sufficiently covered by the moneys or securities remaining in his deposit after the making of the refund hereinafter referred to in this subsection,

the Treasurer may refund any such moneys or securities in excess of the amount or value of the deposit required in his case based on such total sale price.

For the purpose of deciding the liability or otherwise of a group seller to make a further deposit under this section at any time after any such refund has been made to him such refund shall be disregarded.

7. (1.) Every person who is acting as or carrying on the business of a group seller at the commencement of this Act shall make the deposit prescribed in his case by this Act within seven days after such commencement. Time within which prescribed deposit to be made.

(2.) No person shall commence the business of a group seller or (except, in the case of a person referred to in the preceding subsection, during the seven days next succeeding the commencement of this Act) carry on the same or act as a group seller at any time after the commencement of this Act unless he has first made the deposit prescribed in his case by this Act.

(3.) No person shall sell or offer to sell any goods by group sale at any time when he has failed to make any further deposit prescribed in his case by this Act.

(4.) Any person who contravenes or fails to comply with any provision of this section shall be liable to a penalty of not more than one hundred pounds.

If any person continues the business of a group seller or carries on the same or acts as a group seller or sells or offers to sell any goods by group sale after he has been convicted of a breach of this section without first making the prescribed deposit or, as the case may be, further deposit he shall be liable to a further penalty of not less than five pounds or more than twenty pounds for each and every day during which he so continues, carries on, or acts.

When group sales to buyers in Queensland prohibited.

8. (1.) No person shall in Queensland, directly or indirectly—

- (a) Sell by group sale ; or
- (b) Either verbally or in writing or otherwise howsoever promise, offer, represent, or advertise or purport to promise, offer, represent, or advertise that he will sell by group sale (whether the actual sale is to be made in Queensland or elsewhere),

any goods unless such person has first made the deposit prescribed by this Act.

(2.) No person shall, directly or indirectly, either verbally or in writing or otherwise howsoever invite or encourage any other person to, or suggest that any other person should—

- (a) Do any act or thing prohibited by subsection one of this section ; or
- (b) Purchase or offer, agree, or apply to purchase by group sale any goods (whether the actual sale shall be effected or is to become operative in Queensland or elsewhere) from a group seller who has not made the deposit prescribed by this Act.

(3.) In any proceedings for an offence against this section any advertisement, letter, circular, memorandum, or other writing which appears to the court to be relevant to the offence, and to have been issued or delivered by the person whose name appears thereon, or by any other person, may be given in evidence without formal proof of the issue or delivery thereof, or of the

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authentication by the person whose name it bears, and the same shall until the contrary is proved (the onus of proof whereof shall be on the defendant) be proof that any promise, offer, representation, notification, invitation, encouragement, or suggestion (or what purports so to be) therein contained—

- (a) Was actually made ; and
- (b) Was in force at the date on which the alleged offence was committed ; and
- (c) Was made by the person whose name (if any) appears thereon as making or authenticating the document.

(4.) It shall be a defence for any person charged with an offence committed against this section within the period of seven days next succeeding the commencement of this Act to prove that he or, as the case may be, the person alleged to be the group seller in relation to whom such offence was committed was selling goods by group sale in Queensland immediately prior to the commencement of this Act.

(5.) Any person guilty of an offence against this section shall be liable for a first offence to a penalty of not more than one hundred pounds and liable for a second or subsequent offence to a penalty of not less than fifty pounds or more than two hundred pounds.

9. (1.) Every group seller shall register every agent, servant, or representative employed by him to sell or offer or agree to sell goods by group sale or to solicit or obtain orders or applications to purchase goods from him by group sale.

Registration of agents, servants, or representatives of group seller.

(2.) A group seller shall apply for registration of every such agent, servant, or representative as aforesaid by delivering to the Under Secretary or to an officer of his department authorised by him in that behalf a notice in writing of the name and address of such servant, agent, or representative.

Manner of registering agent, servant, or representative.

(3.) Every such notice shall be signed by the group seller or, in case the group seller is a corporation, by the manager or secretary thereof and by such agent, servant, or representative and all signatures thereto shall if so required by the Under Secretary be verified in such manner as the Under Secretary directs.

(4.) Every notice applying for registration of a servant, agent, or representative shall be accompanied by the prescribed registration fee.

(5.) The Under Secretary or such authorised officer shall enter the names and addresses of all registered agents, servants, or representatives of a group seller in a register book provided for that purpose.

(6.) The Under Secretary may, at his discretion and without assigning any reason therefor, refuse to register or cancel or suspend the registration of any agent, servant, or representative of a group seller.

(7.) Every group seller who employs in Queensland any agent, servant, or representative hereinbefore in this subsection mentioned at any time when such agent, servant, or representative is not registered shall (whether the actual sale is made or is to be made in Queensland or elsewhere) be liable for a first offence to a penalty of not more than one hundred pounds and liable for a second or subsequent offence to a penalty of not less than fifty pounds or more than two hundred pounds.

(8.) Any agent, servant, or representative of a group seller (whether such group seller resides or carries on business in Queensland or elsewhere) and any other person who in Queensland—

- (i.) Sells or agrees or offers to sell to any person goods of such group seller by group sale ; or
- (ii.) Solicits or obtains or attempts to solicit or obtain from any person any order or application to purchase goods by group sale from such group seller,

at any time when such agent, servant, representative or, as the case may be, other person is not registered under this Act shall (whether the actual sale is made or is to be made in Queensland or elsewhere) be liable for a first offence to a penalty of not more than fifty pounds and liable for a second or subsequent offence to a penalty of not less than twenty-five pounds or more than one hundred pounds.

Cancellation
of
registration.

10. If a person registered as the agent, servant, or representative of a group seller ceases to be employed as such for any reason whatsoever such group seller shall within seven days after such cessation deliver to the Under Secretary or to an officer authorised by the Under

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Secretary in that behalf a notice in writing and signed by him that such person is no longer his agent, servant, or representative, and thereupon the registration of such person shall be and be deemed to be cancelled.

11. (1.) No group seller shall knowingly register as his agent, servant, or representative any person who has been convicted, whether in Queensland or elsewhere and whether upon indictment or summarily, of stealing or false pretences—

Convicted person not to be registered.

- (i.) Within the period of one year next preceding the date of registration ; or
- (ii.) Not less than twice within the period of five years next preceding the date of registration.

Any group seller who registers or attempts to register a servant, agent, or representative in contravention of this section shall be liable to a penalty of not more than one hundred pounds.

(2.) The Under Secretary or the officer authorised by him in that behalf shall refuse to register any agent, servant, or representative who is ineligible by virtue of this section.

If the Under Secretary or such registered officer discovers that any servant, agent, or representative is so ineligible at any time after registration he shall forthwith cancel such registration.

(3.) Any period of time referred to in this section may be wholly before, or partly before and partly after, or wholly after the commencement of this Act.

(4.) If any person is convicted, whether in Queensland or elsewhere and whether upon indictment or summarily, of stealing or false pretences at any time while he is registered as the agent, servant, or representative of a group seller his registration shall be cancelled forthwith.

12. If any goods have been sold or agreed to be sold by group sale the group seller shall be legally liable for every representation, promise, or term (whether such representation, promise or term be made in writing or verbally and whether made during the

Liability of group seller for acts of his agent, servant, or representative.

negotiations for sale or otherwise) made or offered to the buyer in relation to the sale or agreement to sell or in relation to such goods by (or by any agent, servant or representative of) any person who shall have offered or agreed to sell to the buyer or obtained or received from the buyer an application or order for the sale to the buyer of such goods.

Every representation, promise, or term made or offered as aforesaid shall be binding in law as well upon such person as upon the group seller.

The liability of the group seller to the buyer for every such representation, promise, or term made or offered as aforesaid shall be presumed in law if it be proved that such person by himself or through his agent, servant, or representative offered or agreed to sell to the buyer or obtained or received from the buyer an application or order for the sale to the buyer of the said goods.

Contracting-
out.

13. Any covenant, agreement, or condition expressed or implied in a group-sale contract or in a separate document (whether such group-sale contract or separate document was made or executed before, on, or after the commencement of this Act) whereby it is agreed between the group seller and the buyer or whereby it is represented to the buyer—

- (a) That any condition or warranty expressed or implied by law upon the sale of the goods concerned ; or
- (b) That any condition agreed upon verbally or in writing or that any warranty given verbally or in writing by the group seller or any agent, servant, or representative of the group seller in the course or for the purpose of bringing about the group sale of the goods concerned ; or
- (c) That any representations, promises, or terms held out to the buyer concerned for which representations, promises, or terms the group seller shall by law be declared to be legally liable,

shall not be legally binding as against such group seller, shall be absolutely void and of no legal effect whatsoever.

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14. Unless goods sold after the commencement of this Act by group sale are delivered to the buyer when the group-sale contract is signed by him the group seller shall contract for the sale of such goods—

Group sale to be by description or by sample as well as by description.

(i.) By description ; or

(ii.) By sample as well as by description,

and not otherwise.

The description may be contained in the group-sale contract or in a separate document but, if contained in a separate document, a copy of such document signed by the group seller or his agent, servant, or representative shall be delivered to the buyer when the contract is signed by the buyer.

If upon tender of the goods by the group seller—

(i.) The buyer alleges that the goods tendered are not the goods contracted for ; and

(ii.) Such allegation cannot be decided by reference to the description or (if the contract was for the sale of the goods by sample as well as by description) to the sample as well as to the description,

the contract of sale shall be absolutely void and of no legal effect whatsoever.

15. (1.) When there is a group sale of goods any term expressed or implied in the contract of sale or in a separate document whereby the group seller may in performance of the contract of sale deliver goods which do not correspond to the description or to the sample, or to both the sample and description, as the case may be, shall be absolutely void and of no legal effect whatsoever unless the buyer after the delivery to and inspection by him of the goods tendered accepts the same in writing.

Rules as to delivery.

(2.) (a) Unless the group-sale contract otherwise provides, the place of delivery of goods sold by group sale shall be the buyer's residence when such contract was made and delivery shall be made to the buyer free of any payment other than such as is specified in the contract.

(b) The group-sale contract shall not be deemed to provide otherwise unless it states—

(i.) The place of delivery other than the buyer's residence when such contract was made and the total cost to the buyer of the goods sold delivered by the seller at the said place ; and

(ii.) The amount of freight, insurance, and other charges, if any, which will be payable by the buyer in addition to the sale price of the goods (which amounts shall be stated as separate items) in order to obtain delivery by the seller of the goods at his place of residence; and

(iii.) The total cost to the buyer of the goods sold delivered by the seller at his aforesaid residence.

(c) If the buyer changes his residence after the contract is made but before the due date of delivery, the parties may agree in writing upon another place of delivery, and such agreement shall contain statements in compliance with subparagraphs (ii.) and (iii.) of paragraph (b) of this subsection in respect of delivery by the seller at the place to which the buyer has changed his residence.

(3.) All costs (including stamp duty and legal expenses) incurred in respect of a group-sale contract shall, as between the parties, be payable by the seller unless the contract when made otherwise provides and the amount of such costs is stated therein.

(4.) This section applies to every group-sale contract, whether made before, on, or after the commencement of this Act.

When buyer
entitled to
refund.

16. Subject to this Act, if the group seller fails to deliver the goods contracted for, or if the contract of sale is or becomes absolutely void and of no legal effect whatsoever, the buyer shall be entitled to a refund of all moneys paid by him together with interest thereon at the rate of four pounds per centum per annum.

Inspection
of books, &c.

17. A group seller or, in the case of a group seller which is a corporation, the secretary, manager, managing director or other governing officer thereof, by whatever name called, upon demand by the Under Secretary or by any person appointed in that behalf by the Minister, shall produce for his inspection all or any books, accounts, registers, documents or writing relating to the business as a group seller and shall answer all questions put to him concerning such business.

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The Under Secretary or such person may without fee or reward take such notes, copies, or extracts thereof or therefrom as he may deem necessary.

Any person who refuses to produce such books, accounts, registers, documents or writings or obstructs the taking of any such notes, copies or extracts, or who wilfully gives a false answer to any such question as aforesaid shall be liable to a penalty of not more than one hundred pounds.

This section shall apply and extend to any person who has the custody or possession of any book, account, register, document or writing which relates to the business of a group seller.

18. (1.) The Auditor-General at the request of the Minister may examine and/or audit, and the Minister may on his own initiative cause any officer of the Public Service or any member of the Police Force, or any accountant appointed by the Minister in that behalf to examine and/or audit the books and accounts of any group seller or of any agent, servant, or representative of a group seller, and for the purposes of such audit and/or examination the Minister or any officer, member of the Police Force or accountant so appointed may examine any books, accounts, and documents relating to such accounts, and may make and take away with him any extract from any book or copy of any such document.

Power of
audit of
books.

(2.) No person shall obstruct or attempt to obstruct the Auditor-General or any officer, member of the Police Force or accountant so appointed in the exercise of his powers or the performance of his duties under this section, or without lawful excuse refuse to produce any book, account, document, writing, paper, or instrument in his possession or under his control, or to permit the making and taking away of any extract from any book or copy of any document, or refuse to answer any question asked by the Auditor-General or such officer, member of the Police Force or accountant so appointed for the purpose of the exercise of such powers or the performance of such duties.

(3.) Every manager or other principal officer of any bank with which a group seller or any agent, servant, or representative of a group seller has deposited any moneys, whether in his own account or in any general or separate trust account, shall disclose every such account to the Auditor-General or to any officer, member

of the Police Force or accountant so appointed upon demand made by the Auditor-General or any officer, member of the Police Force or accountant so appointed, and shall permit the Auditor-General or any officer, member of the Police Force or accountant so appointed to make and take away with him an extract from any book or copy of any such accounts or copy of any document or writing relating to such accounts.

(4.) This section shall apply and extend to any person having the custody or possession of any book, account, register, document, or writing of a group seller or of any agent, servant, or representative of a group seller.

(5.) Any person contravening, or neglecting or failing to comply with, any of the provisions of this section, shall be guilty of an offence and shall be liable to a penalty of not more than fifty pounds, and liable for a second or subsequent offence against the same or another provision of this section to a penalty of not less than twenty-five pounds nor more than one hundred pounds.

Recovery of penalties.

19. (1.) All penalties imposed by this Act may be recovered in a summary way under **"The Justices Acts, 1886 to 1941,"* upon the complaint of any person authorised in that behalf by the Attorney-General.

General penalty.

(2.) Any person who contravenes or fails to comply with any provision of this Act shall, if no specific penalty is provided, be liable to a penalty of not more than one hundred pounds.

(3.) Proceedings for the recovery of a penalty imposed by this Act may be instituted at any time within six months after the commission of the offence or within four months after the commission of the offence comes to the knowledge of the complainant, whichever is the later period, but in no case later than three years after the commission of the offence.

(4.) When a body corporate commits an offence against this Act the manager, managing director, or other governing officer, by whatever name called, of such body corporate shall also be deemed to commit such offence and to be liable to the penalty prescribed unless he proves that the offence concerned was committed without his knowledge, connivance, or consent.

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20. Where in any action or proceedings whatsoever it is material for any party to prove that any person is or is not the registered agent, servant, or representative of a group seller then, and in every such case, a certificate signed by the Under Secretary and stating that such person is or, as the case may be, is not such registered agent, servant, or representative shall be admissible in evidence in such action or proceedings and shall be conclusive evidence of the facts certified to therein.

Certificate of
Under
Secretary
as evidence.

Judicial notice shall be taken of the signature of the Under Secretary to any such certificate.

21. Any notice required by this Act to be delivered to the Under Secretary shall be deemed to be so delivered upon the receipt by him of a prepaid letter addressed to him and containing such notice or if the person responsible for delivering the notice produces the proper receipt from a post office for a prepaid registered letter addressed to the Under Secretary and containing such notice.

When notice
deemed to be
delivered.

22. (1.) The Governor in Council may from time to time make regulations providing for all or any purposes, whether general or to meet particular cases, that may be convenient for the administration of this Act or that may be necessary or convenient to carry out the objects and purposes of this Act.

Regulations.

Without limiting the generality of such power to make same, regulations may be so made with respect to—

- (a) Forms under this Act and the purposes for which such forms are to be respectively used ;
- (b) Fees payable for registrations under this Act ;
- (c) The books, accounts and records to be kept by group sellers, the form and manner of keeping same, the exemption by the Under Secretary from keeping any prescribed book, account or record of any group seller who in the opinion of the Under Secretary keeps books, accounts or records (as the case may be) sufficient for the purposes of this Act, and the revocation by the Under Secretary of any such exemption ;

(d) All matters required or permitted by this Act to be prescribed in so far as the same are not required to be otherwise prescribed.

(2.) Regulations may be made upon the passing of this Act.

Effect of publication in *Gazette* of Proclamations, &c.

23. (1.) All Proclamations and regulations made or purporting to be made under this Act shall upon being published in the *Gazette* have the same effect as if they were enacted in this Act and shall be judicially noticed, and shall not be questioned in any proceedings whatsoever.

Regulations to be laid before Parliament.

(2.) All such regulations shall be laid before Parliament forthwith, if then sitting; and, if not then sitting, within fourteen days after the commencement of the next ensuing session.

If the Legislative Assembly, within the next fourteen sitting days after any regulations have been so laid before such House, resolves that such regulations or any of them ought to be annulled the same shall after the date of such resolution be of no effect, without prejudice to the validity of anything done in the meantime under such regulations or to the making of any new regulations.

For the purpose of this section the term "sitting days" shall mean days on which the House actually sits for the despatch of business.

Saving of certain group-sale contracts.

24. The buyer and seller of any goods sold or agreed to be sold under a group-sale contract made prior to, and in force at, the commencement of this Act shall, notwithstanding that such seller has failed to duly make the deposit prescribed in his case by this Act, have and be subject to the same respective rights and liabilities at law (including this Act) in respect of such contract as such buyer or seller would respectively have or be subject to if the seller had duly made such deposit.