



Hire-Purchase Act (Northern Ireland) 1966

1966 CHAPTER 42

[^{F1}PART VI

TITLE TO MOTOR VEHICLES ON HIRE-PURCHASE OR CONDITIONAL SALE

62 Protection of purchasers of motor vehicles.

- (1) This section applies where a motor vehicle has been bailed under a hire-purchase agreement, or has been agreed to be sold under a conditional sale agreement, and, before the property in the vehicle has become vested in the debtor, he disposes of the vehicle to another person.
- (2) Where the disposition referred to in subsection (1) is to a private purchaser, and he is a purchaser of the motor vehicle in good faith without notice of the hire-purchase or conditional sale agreement (the “relevant agreement”) that disposition shall have effect as if the creditor’s title to the vehicle had been vested in the debtor immediately before that disposition.
- (3) Where the person to whom the disposition referred to in subsection (1) is made (the “original purchaser”) is a trade or finance purchaser, then if the person who is the first private purchaser of the motor vehicle after that disposition (“the first private purchaser”) is a purchaser of the vehicle in good faith without notice of the relevant agreement, the disposition of the vehicle to the first private purchaser shall have effect as if the title of the creditor to the vehicle had been vested in the debtor immediately before he disposed of it to the original purchaser.
- (4) Where, in a case within subsection (3)—
 - (a) the disposition by which the first private purchaser becomes a purchaser of the motor vehicle in good faith without notice of the relevant agreement is itself a bailment under a hire-purchase agreement, and
 - (b) the person who is the creditor in relation to that agreement disposes of the vehicle to the first private purchaser, or a person claiming under him, by transferring to him the property in the vehicle in pursuance of a provision in the agreement in that behalf,

Changes to legislation: There are currently no known outstanding effects for the Hire-Purchase Act (Northern Ireland) 1966, Section 62. (See end of Document for details)

the disposition referred to in paragraph (*b*) (whether or not the person to whom it is made is a purchaser in good faith without notice of the relevant agreement) shall, as well as the disposition referred to in paragraph (*a*), have effect as mentioned in subsection (3).

- (5) The preceding provisions of this section apply—
- (a) notwithstanding anything in section 21 of the Sale of Goods Act [^{F1} 1979] (sale of goods by a person not the owner), but
 - (b) without prejudice to the provisions of the Factors Act (as defined by [^{F1} section 61(1) of the said Act of 1979]) or of any other enactment enabling the apparent owner of goods to dispose of them as if he were the true owner.
- (6) Nothing in this section shall exonerate the debtor from any liability (whether criminal or civil) to which he would be subject apart from this section; and, in a case where the debtor disposes of the motor vehicle to a trade or finance purchaser, nothing in this section shall exonerate—
- (a) that trade or finance purchaser, or
 - (b) any other trade or finance purchaser who becomes a purchaser of the vehicle and is not a person claiming under the first private purchaser,
- from any liability (whether criminal or civil) to which he would be subject apart from this section.

F1 1979 c. 54

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