

CAYMAN ISLANDS



PAWNBROKERS LAW

(1998 Revision)

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PAWNBROKERS LAW

(1998 Revision)

PART I-Introductory

Short title

1. This Law may be cited as the *Pawnbrokers Law (1998 Revision)*.

Definitions

2. In this Law —

“**Judge**” means a Judge of the Grand Court;

“**pawnbroker**” includes every person who carries on the business of taking goods and chattels in pawn;

“**pawner**” means a person delivering an article or pawn to a pawnbroker;

“**pledge**” means an article pawned with a pawnbroker;

“**shop**” includes a dwelling-house and warehouse or other place of business, or place where business is transacted; and

“**unfinished goods or materials**” includes 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.

PART II-Pawnbrokers

Extension of Law to keepers of certain shops

3. (1) The following persons shall be deemed to be persons carrying on the business of taking goods and chattels in pawn, namely 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, receives or takes in goods or chattels, and pays or advances or lends thereon, any sum of money not exceeding twenty dollars 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.
- (2) Every such transaction, article, payment, advance and loan shall be deemed a pawning, pledge and loan respectively within this Law.

Executors, etc. of pawnbrokers

4. The provisions of this Law, 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, apprentices, etc.

5. For the purposes of this Law, 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 Law authorised 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 of this Law 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, will, letters of administration or other instrument under which he claims.



Application of Law in respect of loans

7. (1) This Law shall apply —
- (a) to every loan by a pawnbroker of four dollars or under, and;
 - (b) to every loan by a pawnbroker of above four dollars and not above twenty dollars except as in this Law otherwise provided in relation to cases where a special contract respecting the terms of the loan (as authorised by this Law) is made between the pawner and the pawnbroker at the time of the pawning.
- (2) Nothing in this Law shall apply to a loan by a pawnbroker of above twenty dollars, 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 Law, 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 twenty dollars.

PART III-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 the First Schedule 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 to comply with subsection (1) is guilty of an offence.

Pawnbrokers to keep names over doors, and tables of rates, etc., exhibited

9. (1) A pawnbroker shall always keep —
- (a) exhibited in large characters, over the outer door of his shop his Christian name and surname or names, with the word “Pawnbroker”; and
 - (b) 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 the First Schedule, required to be printed on pawn-tickets.
- (2) A pawnbroker who fails to comply with subsection (1) is guilty of an offence.



PART IV-Pawning, Redemption and Sale

Pawn-tickets to be given to pawners

- 10.** 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.

Profit and charges allowed

- 11.** (1) A pawnbroker may take profit on a loan on a pledge at a rate not exceeding that specified in the Second Schedule.
- (2) A pawnbroker may demand and take the charges specified in the said 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 the said 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.

Pledges redeemable for one year

- 12.** 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 one dollar and under not redeemed

- 13.** A pledge pawned for one dollar or under, if not redeemed not 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 one dollar redeemable until sale

- 14.** A pledge pawned for above one dollar shall continue redeemable until it is disposed of, as in this Law provided, although the year of redemption and days of grace are expired.

Sale by auction of pledges above one dollar

- 15.** (1) A pledge pawned for above one dollar shall, when disposed of by the pawnbroker, be disposed of by sale by public auction, and not otherwise; and the regulations contained in the Third Schedule 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 Law, a pledge pawned with him; and on such purchase he shall be deemed the absolute owner of the pledge purchased.



Offences by auctioneers

- 16.** An auctioneer who does anything in contravention of the provisions of this Law relating to auctioneers, or fails to do anything which he is required by this Law to do, is guilty of an offence.

Power to inspect sale book

- 17.** At any time within three years after the auction at which a pledge pawned for above one dollar 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.

Pawnbroker to account for surplus within three years

- 18.** (1) Where a pledge pawned for above one dollar 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 **P**awn-ticket, in case the demand is made within three years after the sale, the necessary costs and charges of the sale being first deducted.
- (2) 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 one dollar

- 19.** With respect to pledges for loans of above one dollar, a pawnbroker who —
- (a) does not *bona fide*, according to the directions of this Law, 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 Law 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;
 - (d) fails without lawful excuse (the proof whereof shall lie on him) to produce such a catalogue on lawful demand; or
 - (e) refuses to pay on demand the surplus to the person entitled to receive the same,

is guilty of an offence and liable on conviction before the Grand Court, to forfeit to the person aggrieved a sum not exceeding twenty dollars.

PART V-Special Contracts

Power to make special contracts, subject to restrictions

- 20.** (1) Notwithstanding anything in this Law, a pawnbroker may make a special contract with a pawner in respect of a pledge on which the pawnbroker makes a loan of above four dollars:

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; and
 - (b) a duplicate of the special contract pawn-ticket shall be signed by the pawner.
- (2) This Law, save as far as the application thereof is excluded by the terms of the special contract, shall apply thereto.

PART VI-Delivery up of Pledge

Holder of pawn-ticket entitled to redeem

- 21.** 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 this Law, 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 pawn-ticket on redemption

- 22.** A pawnbroker shall not (except as in this Law provided) be bound to deliver back a pledge unless the pawn-ticket for it is delivered to him.

Liability of pawnbroker in case of fire

- 23.** (1) 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 twenty-five per cent on the amount of the loan.
- (2) A pawnbroker shall be entitled to insure to the extent of the value so estimated.



Compensation or depreciation of pledge

- 24.** If a person entitled and offering to redeem a pledge shows to the satisfaction of the Grand 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, a Judge may, if he 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 Judge may direct.

Protection of owners and of pawners not having pawn-tickets

- 25.** (1) The following shall have effect for the 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, stolen, 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 Judge 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 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 the period aforesaid; and
 - (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.
- (2) Whoever makes a declaration under this Law, either as an applicant or as identifying an applicant, knowing the same to be false in any material particular, is guilty of a misdemeanour, and liable to the punishment attaching by law to perjury.

Delivery to owner of property unlawfully pawned

26. If —

- (a) any person is convicted under this Law before the Grand Court of knowingly and designedly pawning with a pawnbroker anything being the property of another person, the pawner not being employed or authorised by the owner thereof to pawn the same;
- (b) any person is convicted before the Grand Court of feloniously taking or fraudulently obtaining any goods and chattels, and it appears to the Judge that the same have been pawned with a pawnbroker; or
- (c) in any proceedings before the Grand Court or in any Court, it appears to the Judge or Court that any goods and chattels brought before the Judge or Court, have been unlawfully pawned with a pawnbroker,

the Judge or Court, on proof of the ownership of the goods and chattels, may, if he or the Court thinks fit, 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 Judge or Court, according to the conduct of the owner and the other circumstances of the case may seem just and fitting.

Summary order for delivery of pledge to person entitled

27. A pawnbroker who, without reasonable excuse (the proof whereof shall lie on him), refuses or neglects to deliver a pledge to the person entitled to have delivery thereof under this Law, is guilty of an offence, and a Judge may, if he thinks fit, with or without imposing a penalty, order the delivery of the pledge on payment of the amount of the loan and profit.

PART VII-General Restrictions on Pawnbroker

Prohibition of purchasing pledges, taking pledges from children, etc.

28. A pawnbroker who —

- (a) takes an article in pawn from any person appearing to be under the age of twelve years or to be intoxicated;
- (b) purchases or takes in pawn or exchange a pawn-ticket issued by another pawnbroker;
- (c) employs any servant, 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, Christmas Day or any public general holiday;
- (e) under any pretence purchases, except at public auction, any pledge while in pawn with him;



- (f) suffers any pledge 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 for redemption; or
- (h) sells or otherwise disposes of any pledge pawned with him, except at such time and in such manner as authorised by this Law,

is guilty of an offence.

PART VIII-Unlawful Pawning and Taking in Pawn

Unlawful pawning of goods not property of pawner

- 29.** (1) Whoever knowingly and designedly pawns with a pawnbroker anything being the property of another person, the pawner not being employed or authorised by the owner thereof to pawn the same, is guilty of an offence, and on conviction before the Grand Court, liable to a fine of ten dollars, and, in addition thereto, to forfeit any sum not exceeding the full value of the pledge as ascertained by a Judge.
- (2) The fine and forfeiture, when recovered, shall be applied towards making satisfaction thereout to the party injured and defraying the costs of prosecution, as the Judge may direct; but if the party injured declines to accept such satisfaction and costs, or if there is any surplus of the forfeitures, then the forfeitures or surplus, as the case may be, shall be paid into the Treasury for the public use of the Islands.

Proceedings where persons offering articles in pawn do not give a good account of themselves, etc.

- 30.** (1) Whoever —
- (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; or
 - (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.



- (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 constable, who shall, as soon as may be, convey the person, if so detained, before a Justice, to be dealt with according to law.

Prohibition of taking in pawn linen, clothing, unfinished goods, etc.

- 31.** A pawnbroker who knowingly takes in pawn any linen, 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, and on conviction before the Grand Court, liable to forfeit a sum not exceeding double the amount of the loan; and the pawnbroker shall likewise restore the pledge to the owner thereof, in the presence of the Judge or as the Judge may direct.

Search warrant for linen, etc., unlawfully pawned

- 32.** (1) If the owner of any linen, 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 upon oath satisfied a Justice that his goods have been unlawfully obtained or taken from him), makes out upon oath before a Justice that there is good cause to suspect that a pawnbroker has taken in pawn the linen, apparel, goods, materials or article aforesaid without the privity or authority of the owner, and makes appear to the satisfaction of the Justice, probable grounds for such suspicion, the Justice may issue his warrant for searching, within the hours of business, the shop of the pawnbroker.
- (2) If a pawnbroker, on request by a constable authorised by the warrant, refuses to open the shop and permit it to be searched, the constable may break it open, within the hours of business, and search as he thinks fit therein for the linen, apparel, goods, materials or article aforesaid, doing no wilful damage; and any pawnbroker or other person who opposes or hinders the search is guilty of an offence.
- (3) If, on the search, any linen, apparel, goods, materials or article aforesaid, is or are found, and the property of the owner thereof is made out to the satisfaction of the Grand Court, the Judge shall cause the same to be forthwith restored to the owner thereof.



PART IX-Licences

Yearly licence and excise duty

- 33.** (1) Every pawnbroker shall yearly take out from the Collector of Customs a licence for carrying on his business, for which licence there shall be charged and paid the sum of five dollars.
- (2) Every licence shall be dated on the day on which it is issued and expire on the 31st day of December following.
- (3) A separate licence shall be taken out and paid for by a pawnbroker for each pawnbroker's shop kept by him.
- (4) Whoever acts as a pawnbroker, without having in force a proper licence, is guilty of an offence and liable on conviction for every such offence to a fine of one hundred dollars.

Cesser of licence on conviction

- 34.** If a pawnbroker is convicted of any fraud in his business or of receiving stolen goods knowing them to be stolen, 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.

Licence not to be granted without certificate

- 35.** (1) A pawnbroker's licence shall not be granted to any person except on the production and in pursuance of the authority of a certificate granted under this Law.
- (2) Any licence granted in contravention of subsection (1) shall be void.

Certificates to be granted by a Judge

- 36.** Certificates shall be granted by a Judge.

Form and duration of certificate

- 37.** A certificate shall be in the form in the Fourth Schedule or to the like effect, and shall be in force for one year.

Notice of first application

- 38.** A person intending to apply for the first time for a certificate shall —
- (a) at least twenty-one days before the application, give notice by registered letter of his intention to the Commissioner of Police, and shall, in the notice, set forth his name and address; and
- (b) twenty-eight days before the application, cause a like notice to be affixed and maintained at the Grand Court.

Grounds of refusal of certificate

- 39.** An application for a certificate shall be refused if —
- (a) the applicant has failed to produce satisfactory evidence of good character;
 - (b) the shop in which he intends to carry on the business of a pawnbroker or any adjacent house or place owned or occupied by him, is frequented by thieves or persons of bad character; or
 - (c) he has not complied with section 38.

Forged certificate

- 40.** A licence granted in pursuance of a forged certificate shall be void; and if any person makes use of a forged certificate, knowing it to be forged, he shall be disqualified from obtaining, at any time thereafter, a pawnbroker's licence.

PART X-Penalties and Legal Proceedings

Penalties, how recoverable

- 41.** All offences against this Law shall be prosecuted in a summary manner before the Grand Court.

General penalty for offences

- 42.** Whoever is guilty of an offence for which no penalty is specifically provided is liable on conviction to a fine of twenty dollars.

Application of penalties

- 43.** Any penalty recovered, not directed to be otherwise applied, may be applied under direction of the Judge before whom it is recovered, as follows —
- (a) where the complainant is the party aggrieved, one moiety of the penalty may be paid to him; or
 - (b) where the complainant is not the party aggrieved, there shall be paid to him no part or such part only of the penalty as the Judge may think fit.

Amends for frivolous informations

- 44.** Where a complaint or information of any offence (not being an offence relating to licences) is made or laid before a Judge and is not further prosecuted, or if any such complaint or information is further prosecuted, but it appears to the Judge by whom the case is heard that there was no sufficient ground for the making of the charge, the Judge shall have power to award such amends, not exceeding ten dollars, to be paid by the complainant or informant to the party complained or informed against for his loss of time and expenses in the matter, as to the Judge may seem meet; and every sum so awarded shall be recoverable as penalties are recoverable.



Penalty on common informers compounding information

45. Whoever lays an information for an offence alleged to have been committed against this Law by which he was not personally aggrieved, and afterwards directly or indirectly receives, without the permission of a Judge, any sum of money or other reward for compounding, delaying or withdrawing the information, is guilty of an offence.

Detention of persons offering forged pawn-tickets, etc.

46. 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 altered, the pawnbroker may seize and detain the person and the ticket, or either of them, and shall deliver the person and the ticket, as soon as may be into the custody of a constable, who shall, as soon as may be, convey the person, if so detained, before a Judge to be dealt with according to law.

Production of books, etc., before a Judge

47. A pawnbroker shall, at any time, when ordered or summoned by a Judge, attend before the Judge and produce all books before and papers relating to his business which he may be required by the Judge to produce and, if he fails to do so, is guilty of an offence.

Contracts not void on account of offences

48. Where a pawnbroker is guilty of an offence (not being an offence 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 Law providing for the delivery of any goods and chattels, or the restoration of any linen, apparel, unfinished goods, materials or article to the owner, under the order of a Judge or any Court.

FIRST SCHEDULE**Section 8****FIRST SCHEDULE****FORMS****Form No. I**

Pledge Book

of _____ pawnbroker,
of _____ 19 .

	Date of redemption
	Profit charged
	Amount of loan
	No. of Pledge in the month
	Name of pawner
	Address of pawner
	Name of owner, if other than pawner
	Address of owner, if other than pawner
	List of articles pawned, as described on pawn-tickets.

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.

Form No. 2

Pawn-ticket

A

For Loan of one dollar or under

Pawned with (*John Smith*) pawnbroker,
 (Street, George Town),
 this() day of (,19),
 by (*Henry Williams*) of (Street),
 for the sum of (eighty cents).
(One Black Frock Coat.)

The following is to be printed on the ticket, on the front or back, or partly on the front and back —

The pawnbroker is entitled to charge:-

For this ticket one cent

For profit on each twenty cents or part of twenty cents lent on this pledge for not more than one calendar month one cent

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 found 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 twenty-five per cent of the amount of the loan.

If this ticket is lost, mislaid or stolen, the pawnor should at once apply to the pawnbroker for a form of declaration to be made before a Judge, 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 one dollar and not above four dollars

Pawned with (*John Smith*), pawnbroker,
 (Street, George Town),
 this () day of (, 19)
 by (*Henry Williams*) of (Street)
 for the sum of () dollars
(One grey tweed coat).

The following is to be printed on the ticket, on the front or back, or partly on the front and back —

The pawnbroker is entitled to charge-

For this ticket two cents

For profit on each twenty cents or part of twenty cents lent on this pledge for not more than one month or part of a calendar month. one cent

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 sale, the pawner may inspect the account of the sale in the pawnbroker's books, on payment of two cents, and receive any surplus produced by the sale. But the 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 twenty-five 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 Judge, 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 four dollars

Pawned with (*John Smith*), pawnbroker,

(Street, George Town),

this () day of ()

by (*Henry Williams*) of (Street)

for the sum of () dollars () cents

(One suit of clothes consisting of one overcoat, one pair of trousers and one vest).

The following is to be printed on the ticket, on the front or back, or partly on the front and back —

The pawnbroker is entitled to charge-

For this ticket

two cents

For profit on each twenty cents or part of twenty cents lent on this pledge for every calendar month or part of a calendar month one cent

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 books, on payment of two cents, and receive any surplus produced by the sale. But 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 twenty-five 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 Judge, 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.



Form No. 3
Sale Book of Pledges for Loans of above one dollar
(Date and place of sale)
(Name and place of business of Auctioneer)

No. of Pledge as in Pledge Book	Date of Pawning	Name of Pawner	Amount of Loan	Amount for which Pledge sold, as stated by Auctioneer

Form No. 4***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 the Judge, and declared to and signed and delivered back to the pawnbroker not later than the day of 19 , the article mentioned in it will be delivered to any person producing the pawn-ticket.

I, A.B., of , in pursuance of the *Pawnbrokers Law (1998 Revision)*, 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 Law 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 , 19 .

(Signed) _____
Judge.



Form No. 5
Declaration where pawn-ticket lost

TAKE NOTICE *if this declaration is false the person making it is punishable as for perjury.*

Unless this printed form is taken before a Judge and declared to and signed and delivered back to the pawnbroker not later than the day of , 19 , the articles mentioned in it will be delivered to any person producing the pawn-ticket.

I, A.B., of , in pursuance of the *Pawnbrokers Law (1998 Revision)*, 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 since 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-

And I, C.D., of , in pursuance of the same Law, 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 19 .

(Signed) _____
Judge

Form. No. 6***Receipt****(Date)*

Received on redemption of pledge No.

Amount of loan

Profit

Total

(A.B.)

Pawnbroker



Form No. 7
Special Contract

Pawned with (*John Smith*), pawnbroker,
(No. Street, George Town),
this () day of () 19 ,
by (*Henry Williams*), (No. Street),
for the sum of () dollars () cents
(*One Marble Clock*).

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 the sale, the pawner may inspect the account of the sale in the pawnbroker's books on payment of , and receive any surplus produced by the sale, but 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 twenty-five per cent on the amount of the loan, unless otherwise agreed upon by 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 Judge, 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) (*Henry Williams*), Pawner

SECOND SCHEDULE

Profit and Charges Allowed to Pawnbrokers

PART I

Profit on Loan

On loans of four dollars or under, and on loans above four dollars as to which there is no special contract —

For any time during which the pledge remains in pawn, not exceeding one month, for every twenty cents or fractional part of twenty cents lent one cent.

For every month after the first, including the current month in which the pledge is redeemed, although that month is not expired, for twenty cents or fractional part of twenty cents lent one cent.

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.

PART II

Charge on Pawn-ticket

Where the loan is one dollar or under one cent.
Where the loan is above one dollar two cents.

PART III

Charge on Inspection of Sale Book

For the inspection of the entry of a sale two cents.

PART IV

Charge on Form of Declaration

Where the loan is fifty cents or under one cent.
Where the loan is above fifty cents two cents.



Rule

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

THIRD SCHEDULE

Regulations as to Auctions of Pledges Above One Dollar

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) 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 pledges of any other 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; and
 - (b) the months in which the pledges were pawned.
5. The advertisement shall be inserted on two separate days in the same newspaper, and the second advertisement shall be inserted at least three clear days before the first day of the 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), in the months of January, April, July and October, 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 bidding 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.
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 at least three years after the auction.



FOURTH SCHEDULE**Section 37****Form of Certificate**

I, A.B., a Judge of the Grand Court do hereby certify that I do authorise the
grant to C.D., of in the island of of a licence to carry on
the business of a pawnbroker in the Cayman Islands.

A.B.
Judge.

**Publication in revised form authorised by the Governor in Council this 6th day of
January, 1998.**

Carmena H. Parsons
Clerk of Executive Council

