

# NORTHERN TERRITORY OF AUSTRALIA

## INSTRUMENTS ACT

As in force at 1 July 1996

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# NORTHERN TERRITORY OF AUSTRALIA

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As in force at 1 July 1996

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## INSTRUMENTS ACT

### An Act relating to Instruments and Securities

#### **Part I                      Preliminary**

##### **1                      Short title**

This Act may be cited as the *Instruments Act*.

##### **2                      Commencement**

This Act shall commence on a date to be fixed by the Administrator by notice in the *Gazette*.

##### **3                      Repeal**

- (1) The *Bills of Sale Ordinance 1927* is repealed.
- (2) Upon the commencement of this Act, the *Bills of Sale Act*, 1886, of the State of South Australia shall cease to apply to the Northern Territory.
- (3) Notwithstanding anything contained in this Act, any bill of sale, which at the commencement of this Act is registered under any law referred to in this section, shall continue to be as valid and effectual, and the law under which it was registered shall continue to apply thereto, as if this Act were not in force.

##### **3A                    Application**

This Act does not apply to or in relation to personal chattels which are prescribed goods (within the meaning of section 3(1) of the *Registration of Interests in Motor Vehicles and Other Goods Act*) and to which section 13 of that Act is declared to apply by notice under subsection (1) of that section.

**5 Definitions**

In this Act, unless the contrary intention appears:

**prescribed**, in relation to fees, means prescribed under the *Registration Act*.

**Registry** means the Lands Titles Registration and General Registry Office established under the *Registration Act*.

**Part II Bills of sale****8 Definitions**

(1) In this Part, unless the contrary intention appears:

**Bill of sale** includes bills of sale, assignments, transfers, declarations of trusts without transfer, and other assurances of personal chattels, and also powers of attorney, authorities, and licences to take possession of personal chattels as security for any debt, but does not include the following documents, that is to say: Assignments for the benefit of the creditors of the person making or giving the assignments; marriage settlements; transfers or assignments of any ship or vessel, or any share thereof; transfers of goods in the ordinary course of business of any trade or calling; bills of sale of goods in foreign parts or at sea; bills of lading; India warrants; warehouse-keeper's certificates, warrants, or orders for the delivery of goods; or any other documents used in the ordinary course of business as proof of the possession or control of goods, or authorizing, or purporting to authorize, either by indorsement or by delivery, the possessor of the document to transfer or receive goods thereby represented.

**Personal chattels** means goods, furniture, fixtures and other articles capable of complete transfer by delivery; but does not include chattel interests in real estate, or shares or interests in the stock, funds or securities of any Government, or in the capital or property of any incorporated or joint stock company, or choses in action, or any stock or produce upon any farm or lands which by virtue of any covenant or agreement, or of the custom of the country ought not to be removed from any farm or lands where the stock or produce are at the time of making or giving of the bill of sale.

(2) For the purposes of this Part, unless the contrary intention appears, personal chattels shall be deemed to be in the **apparent possession** of the person making or giving a bill of sale, so long as they remain or are in or upon any house, mill, warehouse, building, works, yard, land or other premises occupied by him, or as they are

used and enjoyed by him in any place whatsoever, notwithstanding that formal possession thereof has been taken by or given to any other person.

## **9 Bills of sale to be void until registered**

- (1) Every bill of sale of personal chattels made or given before the commencement of this Act and not registered under any law referred to in section 3 and every bill of sale of personal chattels made or given after the commencement of this Act either absolutely or conditionally, or subject or not to any trusts, and whereby the grantee or holder has power, either with or without notice and either immediately or at any future time, to seize and take possession of any property and effects comprised in or made subject to the bill of sale, shall be registered by leaving in the Registry:
  - (a) the bill of sale and every schedule or inventory which is thereto annexed or therein referred to, or a true copy thereof, and of every attestation of the execution thereof; and
  - (b) the prescribed fee.
- (1A) A signature to a bill of sale may be witnessed by a person who has attained the age of 18 years, and who has legibly written, typed or stamped his name and address or telephone number below his signature.
- (2) In default of registration in accordance with the provisions of this section, the bill of sale shall be null and void, to all intents and purposes whatsoever, so far as regards the property in, or right to the possession of, any personal chattels comprised in the bill of sale, which are in the possession or apparent possession of the person making the bill of sale.

## **9A Expiry of effect of registration of bills of sale**

- (1) Unless the discharge of a bill of sale is sooner registered under section 14, the effect of registration of the bill of sale shall, subject to subsection (2), cease with the expiry of a period of 5 years commencing with the day the bill was left in the Registry pursuant to section 9(1).
- (2) The effect of registration of a bill of sale may be extended for a further period of 5 years by the grantee of the bill of sale:
  - (a) applying in a form approved by the Registrar-General, before the expiry of the period referred to in subsection (1), to have the effect of registration of the bill of sale extended by 5 years; and

(b) paying the prescribed fee.

- (3) At the end of 12 months next after the effect of registration of a bill of sale ceases under this section or the discharge of the bill of sale is registered under section 14, the Registrar-General may remove that bill of sale from the records of the office, and destroy or cancel the bill and all attachments to it.

**10      Defeasance or condition of every bill of sale to be written on the same paper**

If the bill of sale is made or given, subject to any defeasance or condition or declaration of trust not contained in the body thereof, the defeasance or condition or declaration of trust shall, for the purposes of this Act, be taken as part of the bill of sale, and shall be written on the same paper on which the bill of sale is written before the time when the bill of sale is registered, otherwise the bill of sale shall be null and void to all intents and purposes as regards the property in, or right to the possession of, any personal chattels comprised therein, as if the bill of sale had not been registered according to this Act.

**11      Registrar-General to keep particulars of each bill of sale**

- (1) The Registrar-General shall cause every bill of sale, and every schedule and inventory and every copy of a bill of sale, schedule or inventory left in the Registry under this Act to be numbered.
- (2) The Registrar-General shall keep a separate alphabetical register of all persons who have made or given a bill of sale the registration of which has not ceased to have effect.

**12      Bill of sale has no effect as to certain household furniture**

- (1) Subject to subsections (2) and (3), where a person makes or gives a bill of sale which comprises any household furniture, and, at the time when he does so, he:

(a) is married and living with his spouse; or

(b) has a de facto partner as defined in subsection (4),

the bill of sale shall not be enforced by seizure or sale of any such furniture as then is actually in use by the person or his spouse or (as the case may be) de facto partner unless:

- (c) at the time of execution, it is endorsed by the spouse or (as the case may be) de facto partner in the manner and according to the form contained in Schedule 1; and

- (d) the endorsement is witnessed by a person who has attained the age of 18 years, who shall legibly write, type or stamp his name and address or telephone number below his signature.
- (2) Subsection (1) shall cease to apply to a bill of sale made or given by a person at a time when he was married and living with his spouse if:
  - (a) the spouse dies; or
  - (b) the person and his spouse live apart pursuant to a decree, order or deed of separation, or a decree is made for the dissolution or nullity of their marriage.
- (3) Subsection (1) shall cease to apply to a bill of sale made or given by a person at a time when he had a de facto partner if the de facto partner dies or ceases for any other reason to be his de facto partner.
- (4) In this section, ***de facto partner*** means:
  - (a) in relation to a man – a woman who is living with him as his wife on a bona fide domestic basis although not married to him; and
  - (b) in relation to a woman – a man who is living with her as her husband on a bona fide domestic basis although not married to her.

### **13 Bill of sale transferable by writing**

- (1) A bill of sale shall be transferable by writing, and every transferee thereof may bring every such action thereupon or in respect thereof in his own name, and shall have had and may exercise the same right, title and interest, powers and authorities as the original grantee could have brought, would have had or might have exercised if no transfer had been made by him.
- (2) The Registrar-General, if required to do so, shall, on payment of the prescribed fee, register any such transfer.

### **14 Discharge of bill of sale**

- (1) A bill of sale may be discharged or partly discharged by a memorandum in accordance with the form set out in Part I of Schedule 2, or to the like effect, endorsed on the bill of sale or copy thereof, held by the grantee or person claiming through him, acknowledging that the bill of sale has been or is discharged or, in case of part discharge, the extent to which it has been or is so discharged.

- (2) If the Registrar-General is satisfied that the bill of sale or copy held by the grantee or person claiming through him cannot, for some good reason, be produced, a bill of sale may be discharged or partly discharged by a memorandum in accordance with the form set out in Part II of Schedule 2, or to the like effect, acknowledging that the bill of sale has been or is discharged or, in case of a part discharge, the extent to which it has been or is so discharged.
- (3) The signature to any memorandum acknowledging any such discharge or part discharge shall be witnessed by a person who has attained the age of 18 years, who shall legibly write, type, or stamp his name and address or telephone number below his signature.
- (4) The Registrar-General, if required so to do, and if satisfied that any bill of sale has been discharged or partially discharged, shall, on payment of the prescribed fee, register the discharge or part discharge.

**15      Not to affect liens on crops, wool, &c.**

Nothing in this Part shall affect or apply to any liens on crops, liens on wool or mortgages on sheep, cattle, and horses registered in accordance with this Act.

## **Part III              Liens on crops**

**16      Definitions**

In this Part, unless the contrary intention appears:

***agricultural produce*** includes wheat, maize, sorghum, barley, oats, lucerne, and grass, whether for hay or grain, tobacco, cotton, hemp, millet, peanuts, sugar cane, coffee, and tropical crops of any kind.

***horticultural produce*** means fruit and vegetables of any kind.

**17      Lien on yearly crops**

In all cases where any person makes or has made any bona fide advance of money or goods to any holder of land on condition of receiving as security for the advance the growing crop or crops of agricultural or horticultural produce on any such land, and where the agreement relating to the security is made in accordance with or to the effect of the form in Schedule 3, and purports on the face of it to have been made as security for the advance, and is duly registered by leaving in the Registry a true copy thereof duly verified by statutory declaration, the person making the advance,



whether before, at, or after the date of the agreement, shall have a preferable lien upon, and be entitled to the whole of the crop and the whole produce thereof, and the possession thereof by the lienor shall be to all intents and purposes in the law the possession of the lienee, and when the advance is repaid with interest specified in the agreement the possession of and property in the crop shall revert to and vest in the lienor.

**18 Lien not affected by sale, &c., of land**

No such lien duly made and registered shall be extinguished or otherwise prejudicially affected by the death of the lienor, or by any sale or mortgage of, or other encumbrance upon the land on which any such crop is growing; and if the lienor, his executors, administrators, or assigns, neglects or refuses either to pay off the whole of the advance with interest as agreed upon, or to give up the crop to the lienee thereof in pursuance of the agreement, the lienee, his executors, administrators, or assigns, may enter into possession of the crop, and may gather, and carry away and sell the crop, and may apply the proceeds in paying himself the advance, with interest as agreed upon, and all expenses of gathering, carrying away, making marketable, and selling any such crop, and shall pay the balance to the lienor, his executors, administrators, or assigns.

**19 Lienee to pay rent of leased land before selling crop**

- (1) If the lienor be a leaseholder then the lienee shall, before selling any such crop, pay to the landlord of the land whereon the crop is growing such sum of money not exceeding 12 months rent as is due to him for rent at the time of carrying away the crop, and the lienee may repay himself the sum so paid out of the proceeds of the sale of the crop before paying over the balance to the lienor.

- (2) For the purposes of this section:

***leaseholder*** includes a person holding land under a Crown lease, and a person to whom land is sub-let.

***landlord of the land***, where the leaseholder holds the land under a Crown lease, means the Crown, and, where he is a sub-lessee, means the person by whom the land is sub-let.

**20 Lienee to pay interest to mortgagee of land before selling crop**

If at the time of making any such lien there is in force a mortgage of the land whereon the crop subject to the lien is growing, and the land is at the time of harvesting the crop in the occupation of the mortgagee, the lienee shall, before selling any such crop, pay to the mortgagee the amount of interest (not exceeding 12 months'

interest) due upon the mortgage at the time of carrying away or selling the crop; and the lienee may repay himself the sum so paid for interest out of the proceeds of the sale of the crop before paying over the balance to the lienor.

## **21 Lien on crops transferable by writing**

- (1) A lien under this Part shall be transferable by writing, and every transferee thereof may bring every such action thereupon or in respect thereof in his own name, and shall have and may exercise the same right, title and interest, powers and authorities as the original lienee could have brought, would have had or might have exercised if no transfer had been made by him.
- (2) The Registrar-General, if required so to do, shall on payment of the prescribed fee, register any such transfer.

## **22 List in registry open to inspection**

The Registrar-General shall keep a separate alphabetical register of all agreements referred to in section 17.

## **23 Duration of lien**

A lien under this Part shall not continue in force for more than 12 months from the date thereof, and at the end of 12 months next after the expiration of the first 12 months for which any such lien was given, the Registrar-General may remove from the records of the Registry that lien and may destroy or cancel it, and the Registrar-General, at the request of both parties, may at any time enter satisfaction thereon.

## **24 Penalties for frauds on lienee**

Any lienor, whether principal or agent, who, by sale or delivery of any crop affected by the lien, or of any part thereof, without the written consent of the lienee, or by any other means defrauds the lienee of the crop or the value thereof, or any part thereof, and thus or by any means directly or indirectly defeats, invalidates, or impairs his right of property in the crop, shall be guilty of an offence, and shall be liable on being found guilty to a fine not exceeding 3 times the amount of the loss thereby sustained, or to imprisonment for any period not exceeding 3 years.

## **25 Saving of rights of the Crown**

Nothing in this Part shall be construed to affect in any way the rights of the Crown as to any Crown lands described in any lien to which this Part relates as the land whereon the crop subject to the lien is growing.

## **Part IV                      Liens on wool and stock mortgages**

### **26                      Right of lienee to wool as security or in payment**

In all cases where any person makes or has made any bona fide advance of money or goods, or gives any valid promissory note or bill to any proprietor of sheep on condition of receiving in payment or as security only for the money, goods, promissory note, or bill, as the case may be, the wool of the then next ensuing clip of the proprietor, and where the agreement relating to the purchase or security is made in accordance with or to the effect of the form in Schedule 4, and purports on the face of it to have been made in payment or as security for the advance, and is duly registered by leaving in the Registry a true copy thereof, duly verified by statutory declaration and accompanied by the prescribed fee, the person making the purchase or advance shall be entitled to the whole of the wool mentioned in the agreement, whether the advance of money or goods, or of the note or bill is made before, at, or after the granting of any such preferable lien; and the possession of the wool by the proprietor shall be, to all intents and purposes in the law, the possession of the person making the purchase or advance; and when the advance is repaid, with such interest and commission as is specified in any such agreement, the possession and property of the wool shall revert in the proprietor.

### **27                      Right of lienee to ensuing clip of wool**

- (1) Where any person makes any bona fide purchase or advance, as mentioned in section 26 the preferable lien of the lienee making the purchase or advance on the wool of the next ensuing clip of the proprietor shall not be in any way extinguished, suspended, impaired, or otherwise prejudicially affected by any subsequent sale, mortgage, or other encumbrance whatsoever of the sheep mentioned and described in the registered agreement relating to any such preferable lien, but shall be as valid and effectual to all intents and purposes whatsoever against any such subsequent purchaser, mortgagee, encumbrancer, or other claimant or possessor of the sheep, as against the original proprietor thereof who granted the preferable lien.
- (2) If any such lienor, subsequent mortgagee, or encumbrancer, or other claimant or possessor of the sheep neglects or refuses to shear and deliver the wool of any sheep for which any such preferable lien has been granted in pursuance of the provisions in that behalf contained in the registered agreement, the lienee, his executors, administrators, or assigns may take possession of the sheep bearing the wool, for the purpose of washing and shearing the sheep; and all expenses attending the washing and shearing and conveyance of the wool to the place of abode of the lienee

shall be incorporated with and be deemed in law part of the amount secured by the lien.

**28 Right of mortgagee although possession in mortgagor**

Any mortgage of sheep, cattle, and horses, which is made bona fide and for valuable consideration, and the names of the parties to which and the particulars of which are duly registered in the Registry in accordance with the form in Schedule 5 and accompanied by the prescribed fee shall be valid in the law to all intents and purposes whether the money secured by the mortgage is payable presently or not, and notwithstanding that the mortgaged live-stock are not delivered over to the mortgagee but remain and continue in every respect, as theretofore, in the possession, order and disposition of the mortgagor.

**29 Mortgagor of sheep may with consent of mortgagee give lien**

Any mortgagor of sheep may, with the consent in writing of the mortgagee thereof, but not without that consent, make and give a valid lien on the next ensuing clip of the wool of those sheep.

**30 Liens on wool and stock mortgages transferable by writing**

- (1) A lien on wool or a mortgage of sheep, cattle, or horses shall be transferable by writing, and every transferee thereof may bring every such action thereupon or in respect thereof in his own name, and shall have and may exercise the same right, title and interest, powers and authorities as the original lienee or mortgagee could have brought, would have had or might have exercised if no transfer had been made by him.
- (2) The Registrar-General, if required so to do, shall, on payment of the prescribed fee, register any such transfer.

**31 Particulars of registration by Registrar-General**

The Registrar-General shall keep a separate and distinct record from year to year of all agreements for purchases of wool or advances thereon as mentioned in section 26, and shall also keep a separate and distinct record of the particulars of all mortgages of sheep, cattle, and horses, as mentioned in section 28.

**32 Cancelling of liens**

At the end of 12 months next after the expiration of 12 months for which any preferable lien on wool has been given in pursuance of this Act, the Registrar may remove from the records of his office that preferable lien, and may destroy or cancel the lien, or at any time, at the request of both parties to any such preferable lien, may

enter satisfaction on the lien.

### **33 Registration of satisfaction of mortgage**

In every case where the amount of principal and interest, or of the balance of principal and interest due upon any mortgage of sheep, cattle, or horses is paid to the person entitled to receive it, or his agent in that behalf, and a receipt in writing for the amount so paid is given, signed by the person so entitled, or by his agent, acknowledging the payment to be in satisfaction of the mortgage, the mortgagor, his executors, administrators, or assigns may cause a copy of the receipt, duly verified by affidavit, to be registered in the Registry, on production to the Registrar-General of the original receipt and of the mortgage deed to which the receipt relates together with the prescribed fee; and from and after the time of the registration of the verified receipt the payment shall operate as an extinction of the mortgage, and of the right and interest thereby created, to all intents and purposes whatsoever, but without prejudice to any previous sale, or any conveyance in pursuance thereof, under the mortgage deed, and without prejudice to any second or subsequent mortgage affecting the same stock or any part thereof then duly registered, unless every party thereto, by writing under his hand at the foot of the receipt, has signified his assent to the registration of the receipt.

### **34 Saving of rights of the Crown**

Nothing in this Part shall be construed to affect in any way the rights of the Crown as to any Crown lands described in any lien or mortgage to which this Part relates as the lands or stations where any sheep, horses, or cattle, the subject of the lien or mortgage, are depasturing.

### **35 Frauds by lienor, mortgagor or other person**

- (1) Any grantor of any preferable lien on wool under this Part, whether the grantor is principal or agent, who after registration thereof sells or delivers to any purchaser, pawnee, or other person, the wool under any such lien without the written consent of the lienor, or sells, steams, or boils down, or causes to be sold, steamed, or boiled down, without that written consent, the sheep whereon the wool is growing, with a view to defraud the lienor of the wool or the value thereof, shall be guilty of an offence.
- (2) Any mortgagor of sheep, cattle, or horses, and their increase and progeny under this Part, whether the mortgagor is principal or agent, who, after the due execution and registration of any such mortgage, without the written consent of the mortgagee, sells and disposes of, or steams or boils down or causes to be sold and

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disposed of, or to be steamed or boiled down, any sheep, cattle, or horses, or their increase or progeny, mentioned or described in any such mortgage, shall be guilty of an offence.

- (3) Any grantor of any preferable lien under this Part, or any mortgagor of sheep, cattle, or horses, and their increase and progeny under this Part, whether principal or agent, who in any way, or by any means whatever or howsoever, directly or indirectly, destroys, defeats, invalidates, or impairs, or any other person who wilfully and knowingly incites, aids, or abets any such grantor or mortgagor, directly or indirectly, to defeat, destroy, invalidate or impair the right of property of any lienee in the wool of any sheep mentioned and described in any agreement registered under this Part, or the right of property of any such mortgagee in any sheep, cattle, or horses, or their increase and progeny, mentioned in any mortgage duly executed and registered under this Part, shall be guilty of an offence.
- (4) The penalty for any offence under this section shall be a fine not exceeding 3 times the amount of the loss thereby sustained, or imprisonment for any period not exceeding 5 years, or both such fine and imprisonment.

## **Part V                      Miscellaneous**

### **36                      Index of bills of sale, &c., registered under repealed law**

The Registrar-General may keep a book or index in which he shall cause to be inserted such particulars as are pre-scribed of all bills of sale, agreements and mortgages referred to in subsection (3) of section 3.

### **37                      Search of registers, &c.**

- (1) Any person shall have access to any book, index or register kept in pursuance of this Act, and may search any such book, index or register during the usual hours of business upon paying the prescribed fee for each search.
- (2) Any person shall, upon paying the prescribed fee for each office copy or extract, be entitled to have an office copy or extract of any instrument or document lodged or left in the Registry in pursuance of this Act.

**38 Fees**

- (2) The registration of any bill of sale, lien or mortgage, or of any transfer, discharge, or satisfaction thereof shall not be completed or effectual unless and until the prescribed fees respectively payable in respect of the registration have been paid.

**39 Regulations**

The Administrator may make regulations, not inconsistent with this Act, prescribing matters:

- (a) required or permitted by this Act to be prescribed; or
- (b) necessary or convenient to be prescribed for carrying out or giving effect to this Act.

## **Schedule 1**

### section 12

I (name of spouse or de facto partner), the spouse/de facto partner\* of (name of maker or giver of bill of sale) consent to this bill of sale being effective as to the household furniture actually in use by my spouse/de facto partner\* and me, and which is comprised in this bill of sale.

Dated

Signed

Address of signatory

Signature of witness

Name, and address  
or telephone number,  
of witness

\* Delete whichever is inapplicable.



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## Schedule 2

section 14

### PART I

Memorandum made this            day of            between  
and            whereby it is acknowledged that the within security has  
been discharged and satisfied in full (*or if in part*, to the extent of  
dollars).

(Witnessed)

(Signed)

### PART II

Memorandum made this            day of            between  
and            whereby it is acknowledged that the (*here set out description of  
bill of sale*) has been discharged and satisfied in full (*or, if in part*, to the extent  
of            dollars).

(Witnessed)

(Signed)

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**Schedule 3**

section 17

In consideration of the advance of \$        paid to me in money by (or value for which I admit to have received in goods from) C.D., of        I do hereby give the said C.D. a preferable lien to the extent of the said advance on the crop (or crops) of [*here state the nature of the produce*] of this year, growing and to grow on the land [*here describe the land*] in the Northern Territory. It is further agreed that unless on or before the        day of        19    , I pay to the said C.D. the sum of \$        with interest thereon at the rate of        per centum per annum, the said crop (or crops) shall be gathered, carried away, and made marketable by me or at my expense, and shall be delivered at        , to the said C.D. or his order, in which event he may sell the same by [*here state mode and conditions of sale*], and from the proceeds may pay himself the said sum and interest and all costs, and shall pay over to me the balance (if any), or if there be any deficiency may recover the same against me at law as any debt.

Dated the        day of        , 19    .

Witness:

(Signed)        A.B.

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## Schedule 4

section 26

In consideration of \$ , bona fide value for which I admit to have received in (money *or* goods *or* promissory notes, bill, or all or any of these, as the case may be) from C.D., of , I do hereby give the said C.D. a preferable lien to the extent of the said advance and interest at the rate of per centum per annum, and commission at the rate of per centum on the wool of the ensuing clip to be shorn from my flocks of sheep consisting in number of or thereabouts, and now depasturing at in the Northern Territory, under the superintendence of .

It is further agreed that the said sheep shall be shorn by me or at my expense, and that the wool thereof shall be delivered by me at , to the order of the said C.D.

Dated the day of , 19 .

Witness:

(Signed) A.B.

N.B. - If the money, goods, promissory notes, or bills advanced be for the absolute purchase of the wool, instead of the words "to the extent of the said advance" insert the words "for the absolute purchase and whole value thereof".

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**Schedule 5**

section 28

Date of deed	Name of mortgagor	Name of mortgagee	Consideration	Number and description of mortgaged sheep, cattle, or horses and the brand or other distinctive mark and stations where the same are depasturing, as also the name of the principal superintendent or overseer

Name of witness or witnesses:

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## ENDNOTES

### 1 KEY

Key to abbreviations

<b>amd</b> = amended	<b>od</b> = order
<b>app</b> = appendix	<b>om</b> = omitted
<b>bl</b> = by-law	<b>pt</b> = Part
<b>ch</b> = Chapter	<b>r</b> = regulation/rule
<b>cl</b> = clause	<b>rem</b> = remainder
<b>div</b> = Division	<b>renum</b> = renumbered
<b>exp</b> = expires/expired	<b>rep</b> = repealed
<b>f</b> = forms	<b>s</b> = section
<b>Gaz</b> = <i>Gazette</i>	<b>sch</b> = Schedule
<b>hdg</b> = heading	<b>sdiv</b> = Subdivision
<b>ins</b> = inserted	<b>SL</b> = Subordinate Legislation
<b>lt</b> = long title	<b>sub</b> = substituted
<b>nc</b> = not commenced	

### 2 LIST OF LEGISLATION

#### ***Instruments Ordinance 1935 (Act No. 22, 1935)***

Assent date	12 December 1935
Commenced	2 March 1936 (Cth Gaz 21 February 1936)

#### ***Instruments Ordinance 1965 (Act No. 65, 1965)***

Assent date	17 December 1965
Commenced	14 February 1966 (s 2)

#### ***Ordinances Revision Ordinance 1973 (Act No. 87, 1973)***

Assent date	11 December 1973
Commenced	11 December 1973 (s 12(2))

#### **Amending Legislation**

#### ***Ordinances Revision Ordinance 1974 (Act No. 34, 1974) (Act No. , )***

Assent date	26 August 1974
Commenced	11 December 1973 (s 3(2))

#### ***Ordinances Revision Ordinance (No. 2) 1974 (Act No. 69, 1974)***

Assent date	24 October 1974
Commenced	11 December 1973 (s 3)

#### ***Ordinances Revision Ordinance 1976 (Act No. 27, 1976)***

Assent date	28 June 1976
Commenced	ss 1, 2 and 6: 28 June 1976 (s 6(2)); ss 3 and 4: 11 December 1973; s 5: 24 October 1974

#### ***Transfer of Powers (Self-Government) Ordinance 1978 (Act No. 54, 1978)***

Assent date	1 July 1978
Commenced	1 July 1978 (s 8)

**Statute Law Revision Act (No. 2) 1979 (Act No. 128, 1979)**

Assent date 15 October 1979  
Commenced 15 October 1979

**Statute Law Revision Act (No. 3) 1979 (Act No. 37, 1980)**

Assent date 24 April 1980  
Commenced 24 April 1980

**Instruments Amendment Act 1983 (Act No. 43, 1983)**

Assent date 3 October 1983  
Commenced 9 May 1983 (Gaz G18, 9 May 1984, p 5)

**Statute Law Revision Act 1989 (Act No. 60, 1989)**

Assent date 2 October 1989  
Commenced 2 October 1989

**Instruments Amendment Act 1989 (Act No. 73, 1989)**

Assent date 12 December 1989  
Commenced 1 February 1990 (Gaz G4, 31 January 1990, p 3)

**Registration (Consequential Amendments) Act 1991 (Act No. 55, 1991)**

Assent date 26 September 1991  
Commenced 1 January 1992 (s 2, s 2 *Registration Amendment Act 1991* (Act No. 54, 1991) and Gaz G49, 11 December 1991, p 4)

**De Facto Relationships (Miscellaneous Amendments) Act 1991 (Act No. 82, 1991)**

Assent date 24 December 1991  
Commenced 1 January 1992 (s 2)

**Sentencing (Consequential Amendments) Act 1996 (Act No. 17, 1996)**

Assent date 19 April 1996  
Commenced s 7: 19 April 1996; rem: 1 July 1996 (s 2, s 2 *Sentencing Act 1995* (Act No. 39, 1995) and Gaz S15, 13 June 1996)

**3 GENERAL AMENDMENTS**

General amendments of a formal nature (which are not referred to in the table of amendments to this reprint) are made by the *Ordinances Revision Ordinance 1973* (Act No. 87, 1973) (as amended) to the following provisions: ss 5, 7, 9, 12, 13, 14, 17, 20, 21, 22, 23, 24, 25, 26, 27, 28, 30, 31, 32, 35, 36, 38, 39 and Sixth sch.

**4 SAVINGS AND TRANSITIONAL PROVISIONS**

s 7(2) *Instruments Amendment Act 1989* (Act No. 73, 1989)  
s 7(3) *De Facto Relationships (Miscellaneous Amendments) Act 1991* (Act No. 82, 1991)

**5 LIST OF AMENDMENTS**

It amd No. 43, 1983, s 6  
ss 1 – 3 amd No. 43, 1983, s 6  
s 3A ins No. 73, 1989, s 4  
s 4 rep No. 128, 1979, s 37  
s 5 amd No. 54, 1978, s 4; No. 43, 1983, s 6; No. 60, 1989, s 6; No. 55, 1991, s 3

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s 6	amd No. 54, 1978, s 4; No. 43, 1983, s 6 rep No. 73, 1989, s 5
s 7	rep No. 54, 1978, s 4
s 9	amd No. 43, 1983, s 6; No. 73, 1989, s 6; No. 55, 1991, s 8
s 9A	ins No. 73, 1989, s 7 amd No. 55, 1991, s 8
s 10	amd No. 43, 1983, s 6
s 11	amd No. 43, 1983, s 6; No. 60, 1989, s 6; No. 73, 1989, s 8
s 12	amd No. 43, 1983, s 6; No. 60, 1989, s 6; No. 73, 1989, s 9 sub No. 82, 1991, s 7
s 13	amd No. 60, 1989, s 6; No. 73, 1989, s 10; No. 55, 1991, s 8
s 14	amd No. 43, 1983, s 6; No. 60, 1989, s 6; No. 73, 1989, s 11; No. 55, 1991, s 8
s 15	amd No. 43, 1983, s 6
s 17	amd No. 43, 1983, s 6
s 19	amd No. 43, 1983, s 6
s 21	amd No. 60, 1989, s 6; No. 73, 1989, s 12; No. 55, 1991, s 8
s 22	amd No. 60, 1989, s 6
s 23	amd No. 43, 1983, s 6; No. 60, 1989, s 6
s 24	amd No. 17, 1996, s 6
s 25	amd No. 73, 1989, s 13
s 26	amd No. 43, 1983, s 6; No. 55, 1991, s 8
s 28	amd No. 43, 1983, s 6; No. 55, 1991, s 8
s 30	amd No. 60, 1989, s 6; No. 73, 1989, s 14; No. 55, 1991, s 8
s 31	amd No. 60, 1989, s 6
s 32	amd No. 43, 1983, s 6
s 33	amd No. 60, 1989, s 6; No. 55, 1991, s 8
s 36	amd No. 60, 1989, s 6
s 37	amd No. 43, 1983, s 6
s 38	amd No. 43, 1983, s 4
s 39	amd No. 87, 1973, s 6; No. 37, 1980, s 21; No. 43, 1983, ss 5 and 6 sub No. 55, 1991, s 3
sch hdg	om No. 43, 1983, s 6
sch 1	amd No. 43, 1983, s 6; No. 82, 1991, s 7
sch 2	amd No. 65, 1965, s 3; No. 43, 1983, s 6
sch 3	amd No. 65, 1965, s 4; No. 43, 1983, s 6
sch 4	amd No. 65, 1965, s 5; No. 43, 1983, s 6
sch 5	amd No. 43, 1983, s 6
sch 6	sub No. 65, 1965, s 6 rep No. 43, 1983, s 6