

WESTERN AUSTRALIA.



ANNO QUARTO

GEORGII QUINTI REGIS,

XXIX.

No. 29 of 1913.

AN ACT to further amend the Stamp Act, 1882.

[Assented to 30th December, 1913.]

BE it enacted by the King's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of Western Australia, in this present Parliament assembled, and by the authority of the same, as follows:—

1. This Act may be cited as the *Stamp Act Amendment Act*, 1913, and shall be read as one with the Stamp Act, 1882, hereinafter referred to as the principal Act, and its amendments. Short title.

2. This Act shall come into operation on the first day of January, One thousand nine hundred and fourteen. Commencement.

3. Section three of the principal Act is amended by omitting the interpretation of the term "Marketable security," and inserting the following in place thereof:— Amendment of Sec. 3.

"Marketable security" includes stock, funds, shares, bonds, or debentures of any government, municipality, road board, or other corporation, company, or society. N.Z., 1908, No. 182.
Cf. 54 and 55 Vict., c. 39, s. 122.

4. Section forty-five of the principal Act is amended by inserting after the word "property" the words "or any estate or interest in any property." Amendment of Sec. 45.
54 and 55 Vict., c. 39, s. 54.

Amendment of
Sec. 53.

5. Subsection two of section fifty-three of the principal Act is amended by inserting immediately before the words "sixpence" the words "two shillings and."

Mode of calculat-
ing *ad valorem*
duty in certain
cases.
54 and 55 Vict.,
c. 39, s. 6.
Q. Stamp Act,
1894, s. 17.

6. (1.) Where an instrument is chargeable with *ad valorem* duty in respect of—

(a) Any money in any foreign or colonial currency, or

(b) Any stock or marketable security,

the duty shall be calculated on the value on the day of the date of the instrument of the money in British currency, according to the current rate of exchange in Western Australia, or of the stock or marketable security according to the average price thereof.

(2.) Where an instrument contains a statement of current rate of exchange, or average price, as the case may require, and is stamped in accordance with that statement, it is, so far as regards the subject matter of the statement, to be deemed duly stamped, unless or until it is shown that the statement is untrue, and that the instrument is, in fact, insufficiently stamped.

Certain contracts
to be chargeable
as conveyances on
sale.

54 and 55 Vict.,
c. 39, s. 59.

See Q. Stamp Act,
1894, s. 54.

7. (1.) Any contract or agreement under hand and seal, or under seal only, or under hand only, for the sale of any equitable estate or interest in any property whatsoever, or for the sale of any estate or interest in any property except lands, tenements or hereditaments, or property locally situate out of Western Australia, or goods, wares, or merchandise, or stock, or marketable securities, or any ship or vessel, or part interest, share, or property of or in any ship or vessel, shall be charged with the same *ad valorem* duty, to be paid by the purchaser, as if it were an actual conveyance on sale of the estate, interest, or property contracted or agreed to be sold.

(2.) Where the purchaser has paid the said *ad valorem* duty, and before having obtained a conveyance or transfer of the property enters into a contract or agreement for the sale of the same, the contract or agreement shall be charged, if the consideration for that sale is in excess of the consideration for the original sale, with the *ad valorem* duty payable in respect of such excess consideration, and in any other case with the fixed duty of ten shillings or of two shillings and sixpence, as the case may require.

(3.) Where duty has been duly paid in conformity with the foregoing provisions, the conveyance or transfer made to the purchaser or sub-purchaser, or any other person on his behalf or by his direction, shall not be chargeable with any duty, and the Under Treasurer or other person authorised or appointed to cancel stamps, upon application, shall denote the payment of the *ad valorem* duty upon the conveyance or transfer upon production of the contract or agreement, or contracts or agreements, duly stamped.

(4.) Provided that where any such contract or agreement is stamped with the fixed duty of ten shillings or of two shillings and sixpence, as the case may require, the contract or agreement shall be regarded as duly stamped for the mere purpose of proceedings to enforce specific performance or recover damages for the breach thereof.

(5.) Provided also that where any such contract or agreement is stamped with the said fixed duty, and a conveyance or transfer made in conformity with the contract or agreement is presented to the Under Treasurer or other person authorised or appointed to cancel stamps for stamping with the *ad valorem* duty chargeable thereon within the period of six months after the first execution of the contract or agreement, the conveyance or transfer shall be stamped accordingly, and the same, and the said contract or agreement, shall be deemed to be duly stamped. Nothing in this proviso shall alter or affect the provisions as to the stamping of a conveyance or transfer after the execution thereof.

(6.) Provided also, that the *ad valorem* duty paid upon any such contract or agreement shall be returned by the Colonial Treasurer in case the contract or agreement be afterwards rescinded or annulled, or for any other reason be not substantially performed or carried into effect, so as to operate as or be followed by a conveyance or transfer.

8. An escrow shall, for the purposes of the principal Act and its amendments, be deemed an instrument duly executed and delivered. Instruments held in escrow.

9. (1.) Except as otherwise provided by the principal Act and its amendments, if any instrument executed after the commencement of this Act is not duly stamped at or within the prescribed time, the person in that behalf specified in the Schedule to this Act shall be liable to the payment of the amount of the stamp duty, and the fine for the omission to stamp the instrument at or within the prescribed time, and in addition thereto shall be liable to a penalty not exceeding ten pounds. Penalty for omission to duly stamp instruments. See N.S.W., No. 24 of 1904, s. 17. 54 and 55 Vict., e. 39, s. 15 (2).

(2.) The penalty, together with the stamp duty and fine, shall be recoverable, on the complaint of the Colonial Treasurer or any person acting with his authority, in any court of summary jurisdiction.

(3.) The averment in a complaint under this section that the complainant is acting with the authority of the Colonial Treasurer shall be deemed to be proved in the absence of proof to the contrary.

10. Section seventy-three of the principal Act is amended by adding a paragraph as follows:— Amendment of Sec. 73.

If upon payment of an amount of two pounds or upwards in any case where a receipt would be liable to duty, the person who receives the payment does not give or tender to the

person who makes the payment a receipt in writing duly stamped, the person who receives such payment shall be guilty of an offence, and on conviction shall be liable to a penalty not exceeding ten pounds.

Amendment to
Schedule to Act
No. 20 of 1905.

11. The Schedule to the Stamp Act Amendment Act, 1905, is hereby amended as follows:—

(1.) Under the heading “apprenticeship” the figures 0 5 0 and the exemption thereunder are omitted, and the words “Exempt from duty” are inserted.

54 and 55 Vict.,
c. 39, Schedule.

(2.) Under the heading “Mortgage, bond, debenture,” etc., a paragraph is inserted immediately after paragraph (1), as follows:—

(1a.) Being a collateral, or auxiliary, or additional, or substituted security, or by way of further assurance for the above-mentioned purpose, where the principal or primary security is duly stamped:

For every £100, and also for any fractional part
of £100 of the amount secured £0 0 6

The following words are added to paragraph (2):—

If by way of collateral, or auxiliary, or additional, or substituted security, or by way of further assurance where the principal or primary security is duly stamped:

For every £100, and also for every fractional
part of £100 of the amount transferred or
assigned £0 0 6

The following words in paragraph (2) are omitted:—

Exemption from (1) and (2).

Every collateral, or auxiliary, or additional, or substituted security, or by way of further assurance for the above-mentioned purpose where the principal or primary security is duly stamped.

(3.) The words and figures “Receipt given for, or upon the payment of, money amounting to £2 or upwards, 1d.” are omitted, and the following words and figures are inserted in place thereof:—

Receipt given for or upon payment of money—
Amounting to two pounds or upwards, but less
than fifty pounds 0 0 1
Amounting to fifty pounds or upwards, but less
than one hundred pounds 0 0 2
Amounting to one hundred pounds or upwards, for
every one hundred pounds or fraction of one
hundred pounds 0 0 3

(4.) Paragraph (3) of the exemptions under the heading "Receipt" is amended by omitting the words "or from," and paragraphs are inserted as follows:—

(11.) Receipt given for any salary, wages, emoluments, or allowances payable to any person in the public service of the State, or in respect of any superannuation or retiring allowance.

(12.) Receipt for money withdrawn by a depositor from the Government Savings Bank.

THE SCHEDULE.

Section 9.

Title of Instrument.	Person liable to Penalty.	See N.S.W., No. 24 of 1904, s. 17. 54 and 55 Vict., c. 391, s. 15 (2).
Contract chargeable with <i>ad valorem</i> duty, under Section 7 of the Stamp Act Amendment Act, 1913	The purchaser.	
Contract filed under 26 of Companies Act, 1893, or memorandum or articles of association containing any provision in lieu thereof	The company.	
Conveyance or transfer on the sale of property ..	The purchaser.	
Deed of any kind not otherwise mentioned in this Schedule	The person executing the deed.	
Foreclosure order	The mortgagee.	
Lease or agreement for lease	The lessee.	
Mortgage, bond, debenture, covenant to enter up judgment, and foreign security of any kind	The mortgagee or obligee.	
In the case of a collateral, auxiliary, additional or substituted security	The mortgagee or obligee.	
In the case of a transfer or assignment ..	The transferee or assignee.	
In the case of a reconveyance, release, certificate of satisfaction, or discharge	The mortgagor or obligor.	
Partition	The party by whom or on whose behalf the instrument is held.	
Settlement	The settlor.	
Instrument of any other kind	The party thereto by whom or on whose behalf the instrument is held, except where otherwise provided by the principal Act or its amendments.	