

Queensland



ANNO OCTAVO

ELIZABETHAE SECUNDAE REGINAE.

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No. 42.

An Act to Amend "The Stamp Acts, 1894 to 1958," in certain particulars.

[ASSENTED TO 26TH NOVEMBER, 1959.]

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

1. (1.) This Act may be cited as "*The Stamp Acts Amendment Act of 1959.*" Short title.

(2.) "*The Stamp Acts, 1894 to 1958,*" are in this Act referred to as the Principal Act. Principal Act.

(3.) The Principal Act and this Act may be collectively cited as "*The Stamp Acts, 1894 to 1959.*" Collective title.

New s. 32A
inserted.

2. The Principal Act is amended by inserting, after section thirty-two, the following section:—

Hire-
purchase
agreements.

“ [32A.] (1.) For the purposes of this section—

Goods.

“ Goods ” includes all chattels personal other than money and things in action ; it also includes any fixture which is comprised in a hire-purchase agreement where any party to the hire-purchase agreement has authority to sever such fixture from the realty ;

Hire-
purchase
agreement.

“ Hire-purchase agreement ”—Includes a letting of goods with an option to purchase and an agreement for the purchase of goods by instalments (whether such agreement describes such instalments as rent or hire or otherwise) but does not include any agreement whereby the property in the goods comprised therein passes at the time of the agreement or upon or at any time before delivery of the goods.

Where, by virtue of two or more agreements, none of which by itself constitutes a hire-purchase agreement, there is a bailment of goods and either the bailee may buy the goods or the property in the goods will or may pass to the bailee, the agreements shall, for the purposes of this Act, be treated as a single hire-purchase agreement made at the time when the last agreement was made ;

Hirer.

“ Hirer ”—The person to whom goods are let, hired, or agreed to be sold under a hire-purchase agreement ;

Owner.

“ Owner ”—The person letting, hiring, or agreeing to sell goods under a hire-purchase agreement ;

Purchase
price.

“ Purchase price ” means the total amount payable under a hire-purchase agreement by the hirer on any account whatsoever in respect of the goods the subject-matter of the agreement less the amount of the deposit or other money or consideration paid or given to the owner at or before the making of the agreement and less the total amount payable under the agreement for or by way of interest, maintenance, freight, vehicle registration fees, insurance, or any other charges whatsoever included in the total amount payable.

(2.) Any instrument constituting, or evidencing the terms and conditions of a hire-purchase agreement shall be charged with duty as a hire-purchase agreement, and such an instrument shall not be deemed to be an agreement or memorandum of agreement, the matter whereof is not of the value of twenty pounds, contained in the First Schedule to this Act under the heading "Agreement or any Memorandum of an Agreement under hand only, and not otherwise specifically charged with any duty, whether the same be only evidence of a contract or obligatory upon the parties from its being a written instrument".

(3.) Where a hire-purchase agreement is constituted, or the terms and conditions of a hire-purchase agreement are evidenced, by two or more instruments, it shall be sufficient if one of such instruments is stamped with duty as aforesaid.

(4.) (a) Notwithstanding anything to the contrary in section 4B of this Act, the stamp duty on or in respect of any instrument constituting or evidencing the terms and conditions of a hire-purchase agreement shall be payable by, and shall constitute a debt due and owing to Her Majesty from the owner and not from the hirer: Provided that in any case where the owner is not bound by the provisions of this Act, the said duty shall be payable by, and constitute a debt due and owing to Her Majesty from the hirer.

(b) Any covenant or stipulation in a hire-purchase agreement, or any agreement or arrangement whatsoever, whereby any owner liable under paragraph (a) of this subsection for the stamp duty on or in respect of any instrument constituting or evidencing the terms and conditions of a hire-purchase agreement recovers or seeks to recover or obtains or seeks to obtain payment of that duty, or any part of that duty, from any other person, or any such covenant, stipulation, agreement or arrangement which has or purports to have the purpose or effect of imposing on any other person the obligation of paying that duty, or any part of that duty, shall be absolutely void.

(5.) The owner or, if the owner's rights under any hire-purchase agreement are assigned to any other person, that other person, shall keep every original

instrument readily available for inspection throughout the period during which any moneys whatsoever are payable under the agreement and shall at any reasonable time during the said period on demand produce it for inspection by the Commissioner or by an officer authorised in writing by the Commissioner for the purpose whether generally or in a particular case.

(6.) When in the opinion of the Commissioner it would be practicable or expedient he may enter into an agreement in such form as may be prescribed with any owner for the delivery to the Commissioner during any period mentioned in the agreement of monthly accounts in respect of all hire-purchase agreements made or entered into by that owner.

Every account in pursuance of such agreement shall be delivered to the Commissioner within fourteen days after the last day of the month in respect of which that account is deliverable.

Every such account shall be a full and true account of all unstamped hire-purchase agreements made or entered into by the owner during the month for which the same is delivered and shall contain such particulars as may be prescribed.

After an agreement has been entered into between the Commissioner and any owner, and during the period for which such agreement is in force, no hire-purchase agreement covered by such agreement shall be liable to be stamped with the stamp duty chargeable thereon, but in lieu of such stamping the duty chargeable upon each and every such hire-purchase agreement shall become payable upon the due date for the delivery of the account in respect of that hire-purchase agreement and shall be paid to the Commissioner upon the delivery of that account.

The aggregated amount of the duty upon hire-purchase agreements paid upon the delivery of an account shall be denoted by stamps to that amount impressed upon the declaration prescribed by this subsection to accompany that account.

Any amount of duty payable to the Commissioner upon the delivery of an account and not paid on or before the due date for delivery of that account shall be a

debt due to Her Majesty from the person by or on whose behalf the account is deliverable, and may be recovered accordingly.

If default is made in delivering any account or in paying any amount of duty in compliance in every respect with the requirements of this subsection, the person in default shall be liable to pay to Her Majesty by way of penalty a sum equal to ten pounds per centum upon the amount of duty payable, and a like penalty for every month after the first month during which default continues; and every such sum shall be a debt due to Her Majesty, and may be recovered accordingly.

Every such account shall be accompanied by a declaration under "*The Oaths Acts, 1867 to 1959*," verifying the particulars set out in the account, which particulars shall comprise in respect of each hire-purchase agreement—

- (a) The name and address of the owner;
- (b) The name of the hirer;
- (c) The purchase price; and
- (d) The amount of duty payable."

3. The Principal Act is amended by inserting after section 49A the following section :—

New s. 49B
inserted.

" [49B.] (1.) (a) This section does not apply to lands held from the Crown in fee-simple or under any of the following tenures, namely :—

- (i.) Agricultural Farm, Prickly-pear Selection, or Prickly-pear Development Selection under "*The Land Acts, 1910 to 1959*," or under those Acts and "*The Prickly-pear Land Acts Amendment Act of 1930*,"; or
- (ii.) Any lease issued pursuant to a demise under section 119A of "*The Land Acts, 1910 to 1959*"; or
- (iii.) Any lease deemed pursuant to Part III. of "*The Land Acts and Other Acts Amendment Act of 1957*," to be a lease for a term of ten years and which the Minister shall have caused to be endorsed accordingly; or
- (iv.) Any freeholding lease issued pursuant to "*The State Housing Acts, 1945 to 1957*"; or

(v.) Any lease pursuant to the provisions of "*The Workers' Homes Acts, 1919 to 1957.*"

(b) This section does not apply to any instrument whereby any estate or interest under the Crown in any land or any share in such an estate or interest which any person acquired under any testamentary instrument or by devolution of law is conveyed or transferred or secured otherwise to that person.

(c) In this section the term "Crown" does not include the Commissioner for Railways, the Queensland Housing Commission so far as relates to any dwelling-house and its appurtenant land let or leased by it under "*The State Housing Acts, 1945 to 1957,*" any Harbour Board, or any Crown corporation or instrumentality or corporation or instrumentality representing the Crown.

This paragraph does not limit the application of this section to any leasehold estate under the Crown referred to in section 22B of "*The State Housing Acts, 1945 to 1957,*" it being hereby declared that this section applies to every such leasehold estate.

(d) In this section the terms "conveyance" and "transfer" include respectively any contract or agreement to make the conveyance or transfer either immediately or upon the happening of any future event or contingency, and the term "improvements" has the meaning it has under "*The Valuation of Land Acts, 1944 to 1958,*" for the purposes of those Acts.

(e) The aggregate of the value of all improvements on any land shall be reduced by the value of the improvements, if any, other than fencing made on such land in performance of any requirement of any provision or covenant of "*The Land Acts, 1910 to 1959,*" or any other Act or the lease or license under which such land is held from the Crown, and the amount to which such aggregate is so reduced shall be the true consideration or value of all improvements on such land for the purposes of this section.

(2.) In assessing the amount of additional duty upon any instrument in respect of which gift duty has been paid under "*The Gift Duty Acts, 1926 to 1958,*" the true consideration or value shall be reduced by the value of the gift.

If any conveyor or transferor thereunto entitled elects to pay additional duty as prescribed by the provisions of paragraphs (a) or (b) of subsection six of this section, such reduction shall be made proportionately from the value of goodwill and the aggregate respectively of the amounts for—

- (i.) All improvements upon the land included in the transaction ;
- (ii.) All growing crops upon the land included in the transaction ;
- (iii.) Any live stock included in the transaction ; and
- (iv.) Any movable chattels included in the transaction.

(3.) Any additional duty payable under this section shall from and after the date of execution of the instrument, constitute a debt due and owing to Her Majesty from the conveyor or transferor :

Provided that in any case where the conveyor or transferor is not bound by the provisions of this Act such additional duty shall be payable by and constitute a debt due and owing to Her Majesty from the conveyee or transferee.

(4.) In addition to all duty payable under the provisions, other than this section, of this Act, subject to this section *ad valorem* stamp duty (in this section called "additional duty") shall be charged for the use of Her Majesty, and shall be levied and collected by the officers referred to in section four of this Act, upon every conveyance or transfer of the whole or part of the estate or interest under the Crown in any land.

(5.) Additional duty shall be at the rate of two pounds for every one hundred pounds and also for any fractional part of one hundred pounds of the true consideration or value for all property including any live stock, growing crops, and other movable chattels included in the transaction or, if the conveyor or transferor elects to pay additional duty at the applicable rate prescribed by subsection six of this section, then at such rate.

(6.) The conveyor or transferor may—

- (a) If he acquired the estate or interest or part of an estate or interest in question from a former holder under the Crown thereof by purchase, elect to pay additional duty at the rate of five pounds for every one hundred pounds and also for every fractional part of one hundred pounds of the amount, if any, by which the value of goodwill in the conveyance or transfer exceeds the value of goodwill in the purchasing price ; or
- (b) In any other case, elect to pay additional duty at the rate of five pounds for every one hundred pounds and also for every fractional part of one hundred pounds of the value of goodwill in the conveyance or transfer.

If the conveyor or transferor satisfies the Commissioner that he acquired the estate or interest or part of an estate or interest under the Crown as a beneficiary in the estate of a deceased person (whether under a testamentary instrument or by devolution of law upon an intestacy), or that gift duty under "*The Gift Duty Acts, 1926 to 1958,*" was paid in respect of the transaction whereby he acquired it, he shall be deemed for the purposes of this section to have acquired it by purchase and to have paid for goodwill a sum equal to the value of goodwill upon which duty under "*The Succession and Probate Duties Acts, 1892 to 1958,*" in respect of it was paid in the estate of such deceased person or, as the case may be, such gift duty was paid.

(7.) If any conveyor or transferor satisfies the Commissioner that he acquired the estate or interest or part of an estate or interest under the Crown from a former holder thereof by purchase, and that the value of goodwill in the purchase exceeded the value of goodwill

in the conveyance or transfer, additional duty shall not be charged or be levied or collected in respect of such conveyance or transfer.

(8.) In this section the expression "value of goodwill" means—

(a) In relation to any conveyance or transfer referred to in this section, the sum remaining after deducting from the aggregate of the true consideration or value, the amounts respectively of the true consideration or value for or of—

- (i.) All improvements upon the land included in the transaction ;
- (ii.) All growing crops upon the land included in the transaction ;
- (iii.) Any live stock included in the transaction ;
and
- (iv.) Any movable chattels included in the transaction ; and

(b) In relation to any purchase referred to in subsections six or seven of this section, the sum remaining after deducting from the aggregate of the purchasing price on which duty was paid under this Act the amounts respectively of that aggregate apportioned as the consideration or value for or of—

- (i.) All improvements upon the land included in the transaction ;
- (ii.) All growing crops upon the land included in the transaction ;
- (iii.) Any live stock included in the transaction ;
and
- (iv.) Any movable chattels included in the transaction.

(9.) Every person tendering for stamping any conveyance or transfer of the whole or part of any estate or interest under the Crown in any land shall furnish therewith a statutory declaration of the aggregate of the true consideration or value of all property included in the transaction and of the amounts respectively of the true consideration or value for or of—

- (a) All improvements upon the land included in the transaction ;
- (b) All growing crops upon the land included in the transaction ;
- (c) Any live stock included in the transaction ; and
- (d) Any movable chattels included in the transaction.

If the form of such declaration is prescribed it shall be in or to the effect of the form so prescribed.

(10.) To the extent to which any other provision of this Act, other than sections four and 4B hereof, relate to *ad valorem* duty under this Act on a conveyance or transfer of the whole or part of any estate or interest in land such provision shall, with and subject to all necessary adaptations, apply to additional duty.”

Amendment
of s. 65.

4. Section sixty-five of the Principal Act is amended by repealing, in subparagraph (e) of the second paragraph, the words “ upon its execution in Queensland ”.

Amendment
of s. 77.

5. Section seventy-seven of the Principal Act is amended by repealing the words “ six months ” and inserting, in lieu of those repealed words, the words “ two years ”.

New s. 81
inserted.

6. The Principal Act is amended by inserting after section eighty the following section :—

Certain
contracts,
&c., void
against the
Commis-
sioner.

“ [81.] Every contract, agreement, or arrangement made or entered into, in writing or orally, whether before or after the commencement of “ *The Stamp Acts*

Amendment Act of 1959,” shall, so far as it has or purports to have the purpose or effect of in any way directly or indirectly—

- (a) Altering the incidence of any duty under this Act ; or
- (b) Relieving any person from liability to pay any duty, or make any return, under this Act ; or
- (c) Defeating, evading, or avoiding any duty under this Act or liability imposed on any person by this Act ; or
- (d) Preventing the operation of this Act in any respect,

shall be absolutely void, but without prejudice to its validity in any other respect or for any other purpose.”

7. The First Schedule to the Principal Act is amended—

Amendments
to First
Schedule.

(a) By adding to the exemptions appearing under the heading “BILL OF EXCHANGE” the following exemption :—

“ All cheques drawn on savings banks by any society registered under “*The Friendly Societies Acts, 1913 to 1959,*” any religious, charitable or educational corporation incorporated under “*The Religious Educational and Charitable Institutions Act of 1861,*” and “*The Religious, Educational, and Charitable Institutions Act of 1861 Amendment Act of 1895,*” any institution referred to in section 69A of this Act, or any other body or association of persons approved by the Governor in Council for the purposes of this exemption (it being hereby declared that the Governor in Council may by Order in Council published in the *Gazette* grant or revoke such an approval).” ;

(b) By—

- (i.) Repealing paragraph (a) of provision (1.) appearing under the heading “CONVEYANCE OR TRANSFER” ;
- (ii.) Repealing the figures “0 0 6” appearing opposite and relevant to paragraph (c) of the said provision (1.) and inserting, in lieu of those repealed figures, the figures “0 0 9” ; and

(iii.) Repealing provision (2.) appearing under the said heading and inserting, in lieu of that repealed provision, the following provision :—

“(2.) On the sale of any property (except stock or marketable security chargeable with any lower rate of duty as aforesaid)—

	£	s.	d.
Where the amount or value of the consideration for the sale—			
Does not exceed £50	0	12	6
Exceeds £50, but does not exceed £100 ..	1	5	0
Exceeds £100, for every £100 and also for any fractional part of £100 of such amount or value	1	5	0”;

(c) By inserting after the provisions appearing under the heading “DUPLICATE OR COUNTERPARTS of any instrument chargeable with duty”, the following exemption :—

Exemption.

The duplicate or counterpart of any hire-purchase agreement.”;

(d) By inserting after the provisions and exemption (being the exemption inserted by this Act) appearing under the heading “DUPLICATE OR COUNTERPARTS of any instrument chargeable with duty” the following heading, namely :—

“HIRE-PURCHASE AGREEMENT—

Where the purchase price—	£	s.	d.
Does not amount to £10			Nil
Amounts to £10 but does not amount to £20	£20	0	2 0
Amounts to £20 but does not amount to £30	£30	0	4 0
Amounts to £30 but does not amount to £40	£40	0	6 0
Amounts to £40 but does not amount to £50	£50	0	8 0
Amounts to £50 but does not amount to £60	£60	0	10 0
Amounts to £60 but does not amount to £70	£70	0	12 0
Amounts to £70 but does not amount to £80	£80	0	14 0
Amounts to £80 but does not amount to £90	£90	0	16 0
Amounts to £90 but does not amount to £100	£100	0	18 0
Amounts to £100	1	0	0

Where the purchase price exceeds £100, the duty shall be £1 plus 5s. for every £25 or part of £25, by which the said price exceeds £100.

Exemption.

Any hire-purchase agreement in which the owner and the hirer are persons engaged in the trade or business of selling goods of the same nature or description as the goods referred to in the agreement.”;

(e) By—

(i.) In provision (3.) appearing under the heading “MORTGAGE, BOND, DEBENTURE, AND COVENANT” repealing the words “where the principal or primary security is duly stamped” and inserting, in lieu of those repealed words, the words “the same *ad valorem* duty as a principal or primary security: Provided that where the principal or primary security is stamped with the *ad valorem* duty imposed under provision (1.) appearing under this heading, a collateral, or auxiliary, or additional, or substituted security, or a security by way of further assurance, as aforesaid, shall be charged with the fixed duty of 2s. 6d.”; and

(ii.) By repealing the figures “0 2 6” appearing opposite and relevant to the said provision (3.);

(f) By inserting immediately before the subheading “*Exemption*” appearing under the heading “POLICIES OF LIFE INSURANCE”, the following proviso:—

“Provided that the duty payable on a temporary decreasing policy (being a policy on the life of any person under which the maximum amount insured is decreased from year to year until it is extinguished) shall be five pounds per centum of the first year’s premium with a minimum duty of ten shillings per policy.”; and

(g) By repealing all provisions appearing under the heading “POLICIES OF INSURANCE (other than Policies of Life Assurance and Workers’ Compensation Policies issued under “*The Workers’ Compensation Act of 1916*” or any Act amending or in substitution for that Act)” and inserting, in lieu of the provisions so repealed, the following provisions:—

“(1.) Certificate or policy of insurance for accidental bodily injury (fatal or non-fatal) to any person issued under “*The Motor Vehicles Acts, 1936 to 1945,*” and the regulations thereunder—

	£	s.	d.
Upon the first issue and upon every renewal thereof	0	1	0
(2.) Upon every policy of insurance in respect of plate glass—			
(i.) For any dwelling	0	0	6
(ii.) For other than a dwelling	0	1	0

- (3.) Tourist and Travellers' Special Policy (other than for air travel) for any one tour where the period of the tour does not exceed seven days .. 0 0 3
- (4.) In respect of any policy of insurance indemnifying the insured against legal liability for accidental bodily injury (fatal or non-fatal) to any person or for damage caused by, through or in connection with a motor vehicle or television installation or public risk—
 Duty shall be chargeable as prescribed by provision (6) appearing under this heading, but such duty shall not exceed one pound.
- (5.) In respect of marine open policies under which declarations are made—
 For each £100 or part of £100 of the total amount insured 0 0 6
- (6.) In respect of all other policies—
 For each £100 or part of £100 of the total amount insured—
 According to the currency of the policy on the first issue and on every renewal or continuance—
 Not exceeding twelve months 0 0 6
 Exceeding twelve months for each twelve months or part of twelve months beyond the first twelve months 0 0 6
- (7.) Policies of reinsurance by one insurer with another insurer 0 1 0

Provided that—

- (a) In the case of a houseowners and householders policy where the insurer certifies that no separate premium is charged in respect of an indemnity against legal liability for third party damage to person or property which does not exceed £1,000, no duty shall be charged in respect of that indemnity.
- (b) In respect of a policy indemnifying the insured against legal liability for accidental bodily injury (fatal or non-fatal) to any person or for damage to property where the premium charged does not exceed one pound the duty shall be two shillings.
- (c) In respect of any policy of fire insurance, the duty on the first issue or on any renewal or continuance of the policy, and in respect of any policy of accident insurance, the duty on any renewal or continuance of the policy may be paid and denoted in the manner prescribed by regulations under this Act.

(d) The duty upon—

(i.) A marine insurance policy issued in Queensland; and

(ii.) A plate glass policy; and

(iii.) A tourist and travellers' policy,

may be denoted by adhesive stamps."
