

STAMP.

8° Elizabeth II., No. LXXII.

No. 72 of 1959.

AN ACT to amend the Stamp Act, 1921-1957.

[Assented to 14th December, 1959.]

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

Short title
and citation.

1. (1) This Act may be cited as the *Stamp Act Amendment Act, 1959*.

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Acts.

(2) In this Act the Stamp Act, 1921-1957, is referred to as the principal Act.

(3) The principal Act as amended by this Act may be cited as the Stamp Act, 1921-1959.

2. This Act shall come into operation on a day to be fixed by proclamation.

Commence-
ment.

3. The principal Act is amended by repealing the heading, "Hire Purchase Agreements." and section seventy-six and substituting the following heading and sections—

Section 76
repealed and
re-enacted
and Sections
76A and 76B
added.

HIRE-PURCHASE AGREEMENTS.

76. (1) For the purposes of this section and the following sections contained under the heading, "Hire-Purchase Agreements." and of the matter appearing under the heading "HIRE-PURCHASE AGREEMENT" in the Second Schedule to this Act—

Duty on
hire-pur-
chase agree-
ments.

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

"hire-purchase agreement" includes—

- (a) an agreement for the bailment of goods under which the bailee may buy the goods or under which the property in the goods will or may pass to the bailee, or under which any provision for credit of payments is to be made in the event of a subsequent purchase of the goods, and 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 be treated as a single agreement made at the time when the last agreement was made;

- (b) an agreement for purchase of goods by instalments (whether the agreement describes the instalments as rent or hire or otherwise);
- (c) an agreement for the bailment of goods under which the bailee may after a specified number of instalments of rent (not being less than two instalments) have been paid in respect thereof continue the bailment or from time to time renew the bailment at a nominal rent or without any further payment or on the payment of a nominal periodical or other amount;

but does not include—

- (i) any agreement under which the property in the goods comprised therein passes absolutely at the time of the agreement to the person who agrees to purchase them;
- (ii) except in subsections (2) and (3) of this section and in paragraph (2) of the matter appearing under the heading, "Hire-Purchase Agreement" in the Second Schedule to this Act, any agreement under which the purchaser is a person who is engaged in the trade or business of selling goods of the same nature or description as the goods to which the agreement relates and who is purchasing the goods for the purpose of retailing them;
- (iii) any agreement for the purchase of goods together with real

property or any estate or interest in real property or any business or interest in a business;

“purchaser” means the person to whom goods are bailed or sold or agreed to be bailed or sold under a hire-purchase agreement;

“vendor” means the person by whom goods are bailed or sold or agreed to be bailed or sold under a hire-purchase agreement.

(2) Subject to the exemption contained in the matter appearing under the heading, “HIRE-PURCHASE AGREEMENT” in the Second Schedule to this Act, an instrument executed after the coming into operation of the Stamp Act Amendment Act, 1959 constituting, or evidencing the terms and conditions of, a hire-purchase agreement shall be charged with duty as a hire-purchase agreement, and the instrument shall not be deemed an agreement, letter or memorandum made for or relating to the sale of any goods, wares or merchandise within the exemption contained in the Second Schedule to this Act under the heading, “AGREEMENT”.

(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—

- (a) it shall be sufficient if one of the instruments is stamped with duty in accordance with the provisions of subsection (2) of this section;
- (b) the fact that the instruments collectively are liable to duty under the provisions of subsection (2) of this section shall not operate to exempt any of them individually from any other duty to which it is liable under the provisions of this Act.

(4) Where the vendor is a person who is not bound by the provisions of this Act, the liability to pay duty on the instrument constituting, or evidencing the terms and conditions of, the hire-purchase agreement falls upon the other party to the agreement.

(5) (a) No vendor or other person shall add the amount of any duty or any part thereof payable under the provisions of this section or section seventy-six A of this Act to any amount payable by the purchaser (whether under the hire-purchase agreement or otherwise), or otherwise demand or recover or seek to recover the amount of the duty or part thereof from the purchaser.

(b) In the case of a contravention of the provisions of this subsection—

(i) the Court by which the offender is convicted shall, in addition to imposing a penalty, order the defendant to refund to the purchaser any such amount which has been paid by the purchaser; or

(ii) the purchaser may recover any amount so paid from the person to whom he paid it in a Court of competent jurisdiction as a civil debt due by that person to the purchaser.

(6) The duty on any instrument referred to in subsection (2) of this section may be denoted by an impressed stamp or an adhesive stamp which is to be affixed and cancelled in accordance with the provisions of this Act.

(7) For the purposes of this Act a hire-purchase agreement shall be deemed

(a) to be first executed at the time when the hire-purchase agreement is made, or when the hire-purchase agreement

is made by the communication to the vendor of the acceptance of an offer or the acceptance coming to his knowledge; and

(b) to be first executed by the vendor.

76A. (1) The Governor may by Order in Council declare any person carrying on business as a vendor of goods under hire-purchase agreements to be an "approved vendor" for the purposes of the sections of this Act under the heading "Hire-Purchase Agreements." and may in like manner at any time revoke a declaration so made.

Declaration of "approved vendors". Payment of duty by monthly returns.

(2) An approved vendor is not liable for the payment of duty denoted by impressed or adhesive stamps in respect of hire-purchase agreements entered into after he becomes an approved vendor as provided in section seventy-six of this Act, but is liable for the payment of duty in respect of all such agreements in accordance with the provisions of this section.

(3) Every approved vendor who enters into a hire-purchase agreement within the relevant period shall—

- (a) furnish to the Commissioner before the fifteenth day of each month a statement in duplicate in the prescribed form verified by a statutory declaration setting out the prescribed particulars of all hire-purchase agreements entered into by him during the last preceding month; and
- (b) pay in cash to the Commissioner as duty on that statement a sum equal to the aggregate amount of duty which would have been payable in respect of all such agreements if an instrument of hire purchase relating to each such

hire-purchase agreement had been charged with duty under subsection (2) of section seventy-six of this Act.

(4) The Commissioner is not required to give a receipt for the payment but the amount of the payment shall be denoted on the original statement by an impressed stamp.

(5) The statement so stamped—

- (a) shall be returned to the approved vendor;
- (b) shall be retained by him for a period of at least three years; and
- (c) shall at any reasonable time during that period be produced by him for inspection on demand by the Commissioner or by an officer authorised in writing by the Commissioner for the purpose, whether generally or in a particular case.

Penalty.

76B. A person who contravenes or fails to comply with any of the provisions of the sections of this Act contained under the heading, "Hire-Purchase Agreements." commits an offence against this Act and is liable to a penalty of one hundred pounds.

Second
Schedule
amended.

4. The Second Schedule to the principal Act is amended by adding after the heading, "GUARANTEE" and the words and expressions thereunder, the following heading and words and expressions—

HIRE-PURCHASE AGREEMENT—

- (1) (i) Any instrument constituting or evidencing the terms and conditions of a hire-purchase agreement where the difference between the deposit or initial payment under the agreement and the cash price of the goods comprised in the agreement—

The Vendor.

Amounts to £10 or more	1 per centum of the amount.
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The vendor.

- (ii) Where the instrument constituting or evidencing the terms and conditions of a hire-purchase agreement is an agreement of the kind referred to in paragraph (c) of subsection (1) of section seventy-six of this Act, if the price at which the goods the subject matter of the agreement might have been purchased for cash at the time of entering into the agreement—

Amounts to £10 or more 1 per centum of the amount.

The vendor.

- (2) Any instrument constituting, or evidencing the terms and conditions of, a hire-purchase agreement under which the purchaser is a person engaged in the trade or business of selling goods of the same nature or description as the goods referred to in the agreement and who is purchasing the goods for the purpose of retailing them, where the difference between the deposit or initial payment under the agreement and the cash price of the goods comprised in the agreement—

Does not exceed £50	....	....	....	....	0	1	3
Exceeds £50 but does not exceed £100	....	....	....	....	0	2	6
Exceeds £100 but does not exceed £150	....	....	....	....	0	3	9
Exceeds £150 but does not exceed £200	....	....	....	....	0	5	0
Exceeds £200 but does not exceed £250	....	....	....	....	0	6	3
Exceeds £250 but does not exceed £300	....	....	....	....	0	7	6
Exceeds £300 for every £100 and also for any fractional part of £100 of such amount	....	....	....	....	0	2	6

Exemption.

Any instrument constituting, or evidencing the terms and conditions of a hire-purchase agreement where the difference between the deposit or initial payment under the agreement and the cash price of the goods comprised in the agreement is less than £10.