

## STAMP DUTIES.

No. 60 of 1956.

### AN ACT to amend the *Stamp Duties Act 1931*. [29 November 1956.]

**B**E it enacted by His Excellency the Governor of Tasmania, by and with the advice and consent of the Legislative Council and House of Assembly, in Parliament assembled, as follows:—

**1**—(1) This Act may be cited as the *Stamp Duties Act 1956*.

Short title,  
citation, and  
commence-  
ment.

(2) The *Stamp Duties Act 1931*, as subsequently amended, is in this Act referred to as the Principal Act.

(3) This Act (other than paragraphs (b) and (c) of section six) shall commence on the first day of January 1957.

#### **2** Section three of the Principal Act is amended—

Interpre-  
tation.

(a) by inserting after the definition of “Execution” the following definition:—

“‘Hire-purchase agreement’ means a hire-purchase agreement as defined in the *Hire-purchase Act 1943*.”;

(b) by inserting after the definition of “Policy of insurance” the following definitions:—

“‘Purchase price’, used in relation to a hire-purchase agreement, means the total amount to be paid in money, and the value of any other consideration to be provided, under the agreement to entitle the purchaser to acquire property in the goods, including any amount payable by way of hire or purchase of the goods, or by way of interest, or for services, or in respect of any other matter arising under or in relation to the agreement, but does not include a deposit or any other money or consideration paid by the purchaser to the vendor at or before the making of the agreement.”;

“‘Purchaser’, used in relation to a hire-purchase agreement, means a purchaser as defined in the *Hire-purchase Act 1943*.”; and

(c) by adding at the end of that section the following definition:—

“ ‘Vendor’, used in relation to a hire-purchase agreement, means a vendor as defined in the *Hire-purchase Act 1943*. ”.

Cases in which duty may be denoted by adhesive stamps.

**3** Section seven A of the Principal Act is amended by inserting after paragraph IV the following paragraph:—

“IVA. Hire-purchase agreement:”.

**4** After section fourteen of the Principal Act the following section is inserted:—

Special provisions relating to hire-purchase agreements.

“14A.—(1) The vendor of goods under a hire-purchase agreement shall, where the purchase price exceeds fifty pounds, at or before the time of the making of the agreement prepare an original instrument of hire-purchase (in this section referred to as ‘the original instrument’) in relation to the agreement in accordance with the requirements of this section.

(2) The original instrument—

I If the hire-purchase agreement is in writing, shall be the agreement as in writing: or

II In any other case, shall be a memorandum in writing of the agreement prepared for the purposes of this section.

(3) An original instrument shall not be deemed to be in accordance with the requirements of this section unless—

I It clearly and truly sets out—

(a) The names of the parties thereto:

(b) The full name, address, and description of the vendor:

(c) A description of the goods: and

(d) The purchase price within the meaning of this Act:

II It is boldly marked ‘original instrument’ on the front or first page thereof: and

III It is, at or before the hire-purchase agreement is entered into, stamped as required by this Act.

(4) The vendor, or if the vendor’s rights under the hire-purchase agreement are assigned to any other person then that other person, shall keep the original instrument readily available for inspection throughout the term of the bailment of the goods under the hire-purchase agreement and shall, at any reasonable time during that term, on demand, produce it for inspection by the Commissioner or by an officer authorized in writing by the Commissioner for the purpose, whether generally or in a particular case.

(5) A person who contravenes or fails to comply with the provisions of this section is liable to a penalty of one hundred pounds.”.

**5** The second schedule to the Principal Act is amended— Second  
schedule.

- (a) by omitting from the third column of that schedule (opposite paragraph III of item 3) the numerals "2½" and substituting therefor the numeral "3";
- (b) by omitting from the third column of that schedule (opposite item 11) the numerals "2½" and substituting therefor the numeral "3"; and
- (c) by adding at the end of Part I of that schedule the following item:—

" 19A	Hire-purchase agreement—				
	I Where the purchase price exceeds £50, but does not exceed £100—for every £10 (or part thereof) of the purchase price .....	0	2	0	
	II Where the purchase price exceeds £100—for every £25 (or part thereof) of the purchase price .....	0	5	0	
					By the vendor."

**6** The third schedule to the Principal Act is amended— Third  
schedule.

- (a) by inserting after item 16 the following item:—

" 16A *Hire-purchase agreements*—

Where the purchase price does not exceed £50.;"

- (b) by omitting item 20 and substituting therefor the following item:—

" 20	I <i>Policy of marine insurance</i> —	
	(a) A provisional cover note issued or delivered out, pending completion of a formal contract of insurance: and	
	(b) A policy of insurance on a specified life or on specified lives, or on an event or a contingency relating to or depending on a specified life or on specified lives, or insuring a payment during the sickness of a person or during the incapacity of a person from personal injury.	
	II <i>Policy of insurance (other than marine)</i> —	
	(a) A provisional cover note issued or delivered out, pending the completion of a formal contract of insurance:	
	(b) A policy of insurance on a specified life or on specified lives, or on an event or a contingency relating to or depending on a specified life or on specified lives, or insuring a payment during the sickness of a person or during the incapacity of a person from personal injury: and	

(c) A policy of insurance taken out by a public hospitals board constituted under the *Hospitals Act* 1918, or by the licensee, proprietor, governors, trustee, committee of management, or resident manager of a private hospital within the meaning of that Act for or in connection with the purposes of the hospital, or by the University of Tasmania.”; and

(c) by omitting from paragraph IV of item 24 the word “collector” and substituting therefor the word “assessor”.

Expiry of  
Act.

**7** This Act (other than section five and paragraphs (b) and (c) of section six) shall expire on the thirty-first day of December 1958.

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## FRUIT BOARD.

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No. 61 of 1956.

AN ACT to amend the *Fruit Board Act* 1934.

[29 November 1956.]

**BE** it enacted by His Excellency the Governor of Tasmania, by and with the advice and consent of the Legislative Council and House of Assembly, in Parliament assembled, as follows:—

Short title  
and citation.

**1**—(1) This Act may be cited as the *Fruit Board Act* 1956.

(2) The *Fruit Board Act* 1934, as subsequently amended, is in this Act referred to as the Principal Act.

Provisions  
applying to  
hail insur-  
ance.

**2** Section twenty-four D of the Principal Act is amended—

(a) by omitting paragraph (c);

(b) by omitting from paragraph (d) thereof the words “one penny” and substituting therefor the word “twopence”;

(c) by inserting after paragraph (p) the following paragraph:—

“(q) subject to subsection (3) of this section, the amount of compensation against loss or damage payable under a policy under this Part shall be calculated at the rate of—

(i) two shillings and sixpence per bushel in respect of such number of bushels of fruit lost or damaged (as determined