

TRINIDAD AND TOBAGO.

No. 28.—1908.

*11th May.*

AN ORDINANCE relating to Stamp Duties.

[L.S.]

S. W. KNAGGS,

ACTING GOVERNOR.

*28th May, 1908.*

**B**E it enacted by the Governor of Trinidad and Tobago, with the advice and consent of the Legislative Council thereof as follows:—

1. This Ordinance may be cited as the Stamp Duty Short title. Ordinance 1908.

2. This Ordinance shall commence and come into operation Commencement. on such day as may be fixed by the Governor by proclamation to be published in the *Royal Gazette*. Provided that at any time after the passing of this Ordinance, any regulations may be made under Section 7 hereof which may appear to the Governor in Council necessary or proper to be made for the purpose of bringing this Ordinance into operation at the commencement thereof.

3. The Stamp Ordinance (No. 209) and the Stamp Repeal. Ordinance 1905 (No. 1—1905) and all Regulations relating to Stamp Duty in force at the commencement hereof are hereby repealed.

Provided that this repeal shall not affect the validity Saving. or invalidity of anything done or suffered or any right

accrued or liability incurred before or any proceeding pending or uncompleted at the commencement of this Ordinance.

Interpretation  
of terms.

4. In this Ordinance, unless the context otherwise requires :—

“Instrument” includes every written document.

“Stamp” means as well a stamp impressed by means of a die as an adhesive stamp.

“Material” includes every sort of material upon which words or figures can be expressed.

“Stamped” with reference to instruments and material, applies as well to instruments and material impressed with stamps by means of a die as to instruments and material having adhesive stamps affixed thereto.

“Executed” and “execution” with reference to instruments not under seal, mean signed and signature.

“Money” includes all sums expressed in British or in any foreign or colonial currency.

“Person” includes any company, corporation, society, firm or co-partnership.

“Marketable Security” includes all security of such a description as to be capable, according to the use and practice of stock markets, of being bought and sold.

“Governor in Council” means Governor in Executive Council.

## PART I.

Duties  
imposed.

5.—(1.) Subject to the exemptions contained in the Schedule to this Ordinance, there shall be raised, levied, collected and paid unto His Majesty for the public uses of this Colony upon and in respect of the several instruments specified in the said Schedule, the several duties in such Schedule specified.

Alteration of  
duties.

(2.) It shall be lawful for the Governor and the Legislative Council by resolution from time to time to alter the amount of the duties or of any of the duties payable under this Ordinance, and such altered duties shall be deemed to be embodied in this Ordinance. Provided that one month's notice of the alteration of any duty payable under this Ordinance shall be first given in the *Royal Gazette*.

(3.) Any such alteration of the duties payable under this Ordinance shall be subject to disallowance at any time by His Majesty. Disallowance.

6. The duties imposed and regulated by this Ordinance shall be denominated stamp duties, and shall be under the management of the Receiver-General, who shall have all necessary powers and authorities for carrying this Ordinance into execution; subject however, to the general control and direction of the Governor in Council. Name and management of duties.

7. The Governor in Council may, subject to the provisions of this Ordinance, from time to time make, amend or rescind regulations. Regulations.

- (a.) defining the duties of the Receiver-General in relation to the determination and collection of the stamp duty payable on any instrument.
- (b.) defining what is denoted by any words in the Schedule of duties, and the mode of the apportionment of the proceeds of the sale of stamps between different Departments.
- (c.) for the guidance of the Receiver-General in respect of the issue of stamps and of the several officers whose duty it may be to examine documents to ascertain that the same are duly stamped or to receive or issue or stamp any document tendered to them.
- (d.) prescribing which of the stamp duties in the schedule shall be collected by means of adhesive or impressed stamps respectively.
- (e.) prescribing such matters with regard to the custody issue use of and accounting for the dies presses and impressed stamps respectively as shall seem fit.

All such regulations shall be published in the *Royal Gazette*, and shall be binding in all respects on all persons as if contained in this Ordinance.

8. Production of a copy of the *Royal Gazette* purporting to contain any proclamation, regulation or resolution made or passed under this Ordinance shall be *prima facie* evidence of the due making or passing and of the tenor of such proclamation, regulation or resolution. Royal Gazette evidence.

Custody of  
stamps, dies,  
etc.

9. All stamps shall be lodged and deposited with the Receiver-General, who shall be answerable for all stamps received by him and shall sell and dispose of adhesive stamps as required according to the provisions hereof.

The Receiver-General shall in like manner have the custody and control of all dies and presses for the impressing of stamps, and may, subject to any regulations under Section 7 hereof, authorize the impressing of stamps on any material, blank or executed and either singly or in books or files as the case may be that shall be presented to him for this purpose.

#### SALE OF STAMPS.

Licence to  
deal in  
stamps.

10.—(1.) The Receiver-General may, in his discretion, grant a licence to any person to deal in stamps at any place to be named in the licence.

(2.) Every person to whom a licence is granted shall, if required by the Receiver-General, give security in such sum and in such manner and form as the Receiver-General shall require, and if by bond the bond shall be exempt from stamp duty.

(3.) One licence and one bond only shall be required for any number of persons in partnership, and the licence may at any time be revoked by the Receiver-General.

(4.) Every licence shall specify the full name and place of abode of the person to whom the same is granted, and a description of every house, shop or place, in or at which he is authorized to deal in stamps.

(5.) The Receiver-General and any clerk in the Treasury by his order, and the Auditor-General and any clerk of the Auditor-General with his authority may at any time enter the licensed premises and inspect the stock of stamps.

(6.) The Receiver-General may deliver to licensed dealers for sale blank forms and other materials bearing impressed stamps as he may from time to time deem convenient.

(7.) Every person licensed to deal in stamps shall cause to be visibly and legibly painted and shall keep so painted in letters not less than one inch in length on some conspicuous place on the outside of the front of every house, shop or place in or at which he is licensed to deal in stamps

his full name, together with the words "licensed to sell stamps," and for every neglect or omission so to do shall incur a penalty of ten pounds.

11.—(1.) Any person who is not licensed to deal in stamps, who deals in any manner in stamps, and any person who being licensed to deal in stamps, deals in any manner in stamps at any house, shop or place not specified in his license, shall for every such offence incur a penalty of twenty pounds.

Unauthorized  
dealing in  
stamps.

(2.) If any person not duly licensed to deal in stamps, has or puts upon his premises either in the inside or on the outside thereof, or upon any board or any material whatever exposed to public view, and whether the same be affixed to his premises or not, any letters importing or intending to import that he deals in stamps or is licensed so to do, he shall incur a penalty of ten pounds.

12. If the licence of any person to deal in stamps expires or is revoked, or if any person licensed to deal in stamps dies or becomes bankrupt, and any such person at the expiration or revocation of his licence or at the time of his death or bankruptcy, has in his possession any stamps, such person or his executor or administrator, or the receiver or trustee under his bankruptcy, may within six months after the expiration or revocation of his licence, or after the death or bankruptcy, as the case may be, bring or send the stamps to the Receiver-General.

Determination  
of licence.

13. Such commission as the Governor may direct shall be paid to licensed dealers on the amount of their sales of stamps.

Discount.

14. It shall be a condition of the licence to every dealer in stamps that he shall not offer for sale in any case any stamp not obtained by him directly from the Receiver-General, and also that he shall not sell or offer for sale any stamp which is imperfect or which has been torn or cut or which has been affixed to any instrument, or which if an adhesive stamp has been affixed to any material.

Condition of  
licence.

15. Notwithstanding anything in this Ordinance contained it shall be lawful for any person in the service or employment of the Post Office without any other license or authority than this Ordinance to sell postage stamps at any place and in any manner.

Issue of  
impressed  
stamps.

16. Material bearing impressed stamps may from time to time be issued from the office of the Receiver-General to Sub-Receiver and other public officers, and when issued the same shall be accounted for by such Sub-Receiver and other officers.

Prepayment  
necessary.

17. No public officer shall supply or affix any stamp unless the amount of such stamp shall have been previously paid by the party requiring the same.

Allowance  
for spoiled  
stamps.

18. Subject to such Regulations as the Receiver-General may think proper to make, and to the production of such evidence by statutory declaration or otherwise as the Receiver-General may require, allowance is to be made by the Receiver-General for stamps spoiled in the cases hereinafter mentioned; (that is to say,)

- (1.) The stamp on any material inadvertently and undesignedly spoiled, obliterated, or by any means rendered unfit for the purposes intended, before the material bears the signature of any person or any instrument written thereon is executed by any party:
- (2.) Any adhesive stamp which has been inadvertently and undesignedly spoiled or rendered unfit for use and has not in the opinion of the Receiver-General been affixed to any material:
- (3.) Any adhesive stamp representing a fee capable of being collected by means of such stamp which has been affixed to material provided that a certificate from the proper officer is produced to the effect that a stamp should be allowed:
- (4.) The stamp on any bill of exchange signed by or on behalf of the drawer which has not been accepted or made use of in any manner whatever or delivered out of his hands for any purpose other than by way of tender for acceptance:

- (5.) The stamp on any promissory note signed by or on behalf of the maker which has not been made use of in any manner whatever or delivered out of his hands :
- (6.) The stamp on any bill of exchange or promissory note which from any omission or error has been spoiled or rendered useless, although the same, being a bill of exchange, may have been accepted or endorsed, or, being a promissory note may have been delivered to the payee, provided that another completed and duly stamped bill of exchange or promissory note is produced identical in every particular, except in the correction of the error or omission, with the spoiled bill or note :
- (7.) The stamp used for any of the following instruments ; that is to say,
  - (a.) An instrument executed by any party thereto, but afterwards found to be absolutely void from the beginning :
  - (b.) An instrument executed by any party thereto, but afterwards found unfit, by reason of any error or mistake therein, for the purpose originally intended :
  - (c.) An instrument executed by any party thereto which has not been made use of for any purpose whatever, and which by reason of the inability or refusal of some necessary party to sign the same or to complete the transaction according to the instrument, is incomplete and insufficient for the purpose for which it was intended ;
  - (d.) An instrument executed by any party thereto, which by reason of the refusal of any person to act under the same, or for want of enrolment or registration within the time required by law, fails of the intended purpose or becomes void :

- (e.) An instrument executed by any party thereto, which is inadvertently and undesignedly spoiled, and in lieu whereof another instrument made between the same parties and for the same purpose is executed and duly stamped, or which becomes useless in consequence of the transaction intended to be thereby effected being effected by some other instrument duly stamped :

Provided as follows :—

- (a.) That the application for relief is made within two years after the stamp has been spoiled or become useless or in the case of an executed instrument, or, if it is not dated, within two years after the execution thereof by the person by whom it was first or alone executed or within such further time as the Receiver-General may prescribe in the case of any instrument sent abroad for execution or when from unavoidable circumstances any instrument for which another has been substituted cannot be produced within the said period :
- (b.) That in the case of an executed instrument no legal proceedings has been commenced in which the instrument could or would have been given or offered in evidence, and that the instrument is given up to be cancelled :

Allowance  
for misused  
stamps.

19. When any person has inadvertently used for an instrument liable to duty a stamp of greater value than was necessary, or has inadvertently used a stamp for an instrument not liable to any duty the Receiver-General may, on application made within two years after the date of the instrument, or, if it is not dated, within two years after the execution thereof by the person by whom it was first or alone executed, and upon the instrument, if liable to duty, being stamped with the proper duty, cancel and allow as spoiled the stamp so misused.

20. In any case in which allowance is made for spoiled or misused stamps the Receiver-General may give in lieu thereof other stamps of the same denomination and value, or if required, and he thinks proper, stamps of any other denomination to the same amount in value, or in his discretion, the same value in money, deducting therefrom the discount allowed on the purchase of stamps of the like description.

Allowance  
how to be  
made.

21. When any person is possessed of a stamp which has not been spoiled or rendered unfit or useless for the purpose intended, but for which he has no immediate use, the Receiver-General may, if he thinks fit, repay to him the value of the stamp in money, deducting the proper discount, upon his delivering up the stamp to be cancelled, and proving to his satisfaction that it was purchased by him at the chief office or at one of the head offices, or from some person duly appointed to sell and distribute stamps or duly licensed to deal in stamps, within the period of two years next preceding the application and with a *bonâ fide* intention to use it.

Stamps not  
wanted may be  
re-purchased  
by the  
Receiver-  
General.

22.—(1.) Every instrument written upon stamped material is to be written in such manner, and every instrument partly or wholly written before being stamped is to be so stamped, that the stamp cannot be used for or applied to any other instrument written upon the same piece of material.

How instru-  
ments are to  
be written and  
stamped.

(2.) If more than one instrument be written upon the same piece of material, every one of the instruments is to be separately and distinctly stamped with the duty with which it is chargeable.

23. Except where express provision to the contrary is made by this or any other Ordinance

Instruments to  
be separately  
charged with  
duty in  
certain cases.

(1.) An instrument containing or relating to several distinct matters is to be separately and distinctly charged, as if it were a separate instrument, with duty in respect of each of the matters.

(2.) An instrument made for any consideration in respect whereof it is chargeable with *ad valorem* duty, and also for any further or other valuable consideration or considerations, is to be separately and distinctly charged as if it were a separate instrument, with duty in respect of each of the considerations.

Facts and circumstances affecting duty to be set forth in instruments.

24. All the facts and circumstances affecting the liability of any instrument to duty, or the amount of the duty with which any instrument is chargeable, are to be fully and truly set forth in the instrument; and every person who, with intent to defraud His Majesty,

- (1.) Executes any instrument in which all the said facts and circumstances are not fully and truly set forth, or,
- (2.) Being employed or concerned in or about the preparation of any instrument, neglects or omits fully and truly to set forth therein all the said facts and circumstances,

shall be liable to a penalty of ten pounds.

Calculation of *ad valorem* duty in certain cases.

25.—(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, or of the stock or 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.

26.—(1.) An instrument, the duty upon which is required or permitted by law to be denoted by an adhesive stamp, is not to be deemed duly stamped with an adhesive stamp unless the person required by law to cancel the adhesive stamp cancels the same by writing on or across the stamp his name or initials, or the name or initials of his firm, together with the true date of his so writing, or otherwise effectively cancels the stamp and renders the same incapable of being used for any other instrument or for any postal purpose, or unless it is otherwise proved that the stamp appearing on the instrument was affixed thereto at the proper time.

Cancellation  
of adhesive  
stamps.

(2.) Where two or more adhesive stamps are used to denote the stamp duty upon an instrument, each or every stamp is to be cancelled in the manner aforesaid.

(3.) Every person who, being by law required to cancel an adhesive stamp, neglects or refuses duly and effectually to do so in the manner aforesaid, shall incur a penalty of five pounds.

27. Where the duty with which an instrument is chargeable depends in any manner upon the duty paid upon another instrument, the payment of such last mentioned duty shall, upon application to the Receiver-General and production of both the instruments, be denoted upon the first-mentioned instrument in such manner as the Receiver-General thinks fit.

When duty on  
one instru-  
ment depends  
on duty on  
another.

28.—(1.) Where in any transaction relating partly to lands subject to the provisions of the Real Property Ordinance No. 60 and partly to lands not subject to the provisions of the said Ordinance, two sets of instruments liable to the payment of stamp duty are required to be drawn up, the instruments made in pursuance of the provisions of the Real Property Ordinance shall not be chargeable with any stamp duty whatsoever if the instrument which is not subject to the provisions of the said Ordinance is fully stamped according to the true intent and meaning of the transaction.

Land partly  
under Real  
Property  
Ordinance.

(2.) In every such case the Receiver-General shall write on the instrument made subject to the provisions of

the Real Property Ordinance the words "Stamp duty paid" and thereupon such instrument shall be deemed to be stamped with such duty.

Auditor-General may admit unstamped voucher.

29. It shall be lawful for the Auditor-General in the examination of any accounts to admit and allow in cases where it shall appear to him to be reasonable and expedient for the public service, vouchers for any moneys expressed therein, although such vouchers be not stamped according to law. All vouchers so admitted and allowed shall be admissible in evidence in any Court of Law.

Production in evidence of unstamped documents.

30.—(1.) Upon the production of any instrument as evidence in any action, suit, or other proceeding in any Court of Civil Jurisdiction, it shall be the duty of the Registrar, Clerk of the Peace or other officer, if necessary, to call the attention of the Judge or Magistrate to the fact that such instrument is unstamped or insufficiently stamped under this Ordinance, and if the instrument is one which may legally be stamped after the execution thereof, it may on payment to the Registrar, Clerk of the Peace or other officer as the case may be, of the unpaid duty and the penalty payable by law on stamping the same and of a further penalty of one pound, be received in evidence, saving all just exceptions on other grounds.

(2.) The Registrar, Clerk of the Peace or other officer shall upon receiving payment of the said duty and penalty, give a receipt for the same and communicate to the Receiver-General the name or title of the cause or proceeding in which and of the party from whom he received the said duty and penalty, and the date and description of the instrument, and shall pay over the said duty and penalty.

(3.) The Receiver-General shall upon the production to him of such receipt, cause such instrument to be stamped with the stamp or stamps equivalent to the stamp duty so paid as aforesaid.

(4.) The decision of the Judge or Magistrate as to the necessity or sufficiency of a stamp upon any document, or as to the amount payable as stamp duty thereupon shall be final.

(5.) Save as aforesaid no instrument chargeable with any duty shall except in criminal proceedings be given in evidence or be available for any purpose whatever unless it is duly stamped.

31.—(1.) Every person who, having received any sum of money as or for the stamp duty upon or in respect of any instrument, neglects or omits to appropriate such money to the due payment of such duty, or otherwise improperly withholds or detains the same, shall be accountable for the amount of such duty, and the same shall be a debt from him to His Majesty, and recoverable as such accordingly.

Recovery  
of moneys  
received and  
not appropri-  
ated.

(2.) The Supreme Court may upon application to be made for that purpose on behalf of the Receiver-General upon such affidavit as may appear sufficient, grant a rule requiring any such person as aforesaid, or the officer of any Court, or the executor or administrator of any such person or officer, to show cause why he should not deliver to the Receiver-General an account upon oath of all stamp duties and sums of money received by such person or officer, and why the same should not be forthwith paid to the Receiver-General; and the Court may make absolute any such rule, and enforce by attachment or otherwise the payment of any such duties or sums of money as on such proceedings may appear to be due, together with the costs of the proceedings.

#### STAMPING OF INSTRUMENTS AFTER EXECUTION.

32. Except where otherwise provided herein, any unstamped or insufficiently stamped instrument other than a bill of exchange, promissory note or other negotiable security, may be stamped by the Receiver-General after the execution thereof in manner hereinafter provided:

Stamping after  
execution.

In the case of an instrument executed in the Colony:

- (a.) On payment within two months after its first execution, of the unpaid stamp duty.
- (b.) On payment within six months after its first execution

If the unpaid stamp duty does not exceed five shillings, of the unpaid stamp duty and a penalty of five shillings;

If the unpaid stamp duty exceeds five shillings but does not exceed ten pounds, of the unpaid stamp duty and a penalty equal to the amount of the unpaid stamp duty ;

If the unpaid stamp duty exceeds ten pounds, on payment of the stamp duty together with a penalty of ten pounds and a further penalty of one shilling for every pound or part of a pound of the unpaid stamp duty exceeding ten pounds ;

- (c.) On payment within one year after its first execution, of the unpaid stamp duty and double the respective penalties aforesaid ;
- (d.) On payment after one year, of the unpaid stamp duty and the respective penalties mentioned in (b) aforesaid in respect of each period or part of a period of six months elapsing after the first execution of the said instrument.

Provided that in the computation of penalties imposed by this section, all instruments executed before the 22nd day of February 1905, shall be deemed to have been executed on that date.

Execution out  
of Colony.

**33.** An unstamped or insufficiently stamped instrument which has been first executed out of the Colony shall in relation to stamp duty be deemed to have been first executed on the date of its receipt in the Colony.

Penalty for  
enrolling, &c.,  
any instru-  
ment not duly  
stamped.

**34.—(1.)** No instrument upon which a stamp duty is payable shall be registered, enrolled or entered in or upon any registry, protocol, rolls, records or books unless such instrument shall be duly stamped. Provided that any instrument executed before the 1st of February 1900, may be registered without being duly stamped under the provisions hereof.

(2.) If any person whose office it is to register enrol or enter in or upon any rolls, books or records any instrument chargeable with duty, enrolls, registers or enters any such instrument not being duly stamped, he shall incur a fine of ten pounds.

## PART II.

## REGULATIONS APPLICABLE TO PARTICULAR INSTRUMENTS.

*Admissions.*

35. The stamp duty on the admission of any person as a Admissions. Solicitor in the Supreme Court shall be denoted on the certificate of the Committee referred to in Section 16 of Ordinance No. 105.

## AGREEMENTS.

36. The stamp duty upon an agreement may be denoted How duty may be denoted. by an adhesive stamp, which is to be cancelled by the person by whom the agreement is first executed.

37.—(1.) Every instrument under hand only (not being Certain mortgages of stock to be chargeable as agreements. a promissory note or bill of exchange) given upon the occasion of the deposit of any share warrant or stock certificate to bearer, or foreign or colonial share certificate, or any security for money transferable by delivery, by way of security for any loan, shall be deemed to be an agreement, and shall be charged with duty accordingly.

(2.) Every instrument under hand only (not being a promissory note or bill of exchange) making redeemable or qualifying a duly stamped transfer, intended as a security, of any registered stock or marketable security, shall be deemed to be an agreement, and shall be charged with duty accordingly.

(3.) A release or discharge of any such instrument shall not be chargeable with any *ad valorem* duty.

## APPRAISEMENTS.

38.—(1.) Every appraiser, by whom an appraisal or valuation chargeable with stamp duty is made, shall within Appraisements to be written out. fourteen days after the making thereof, write out the same in words and figures showing the full amount thereof, upon duly stamped material, and if he neglects or omits to do so, or in any other manner discloses the amount of the appraisal or valuation, he shall incur a penalty of fifty pounds.

(2.) Every person who receives from any appraiser, or pays for the making of any such appraisal or valuation, shall unless the same be written out and stamped as aforesaid, incur a penalty of twenty pounds.

## BILLS OF EXCHANGE AND PROMISSORY NOTES.

Meaning of  
"bill of  
exchange."

**39.** For the purposes of this Ordinance the expression "bill of exchange" includes draft, order, cheque and letter of credit, and any document or writing (except a bank note) entitling or purporting to entitle any person, whether named therein or not, to payment by any other person of, or to draw upon any other person for, any sum of money; and the expression "bill of exchange payable on demand" includes

- (a.) An order for the payment of any sum of money by a bill of exchange or promissory note, or for the delivery of any bill of exchange or promissory note in satisfaction of any sum of money, or for the payment of any sum of money out of any particular fund which may or may not be available, or upon any condition or contingency which may or may not be performed or happen; and
- (b.) An order for the payment of any sum of money weekly, monthly, or at any other stated periods, and also an order for the payment by any person at any time after the date thereof of any sum of money, and sent or delivered by the person making the same to the person by whom the payment is to be made, and not to the person to whom the payment is to be made, or to any person on his behalf.

Meaning of  
"promissory  
note."

**40.—(1.)** For the purposes of this Ordinance the expression "promissory note" includes any document or writing (except a bank note) containing a promise to pay any sum of money.

(2.) A note promising the payment of any sum of money out of any particular fund which may or may not be available, or upon any condition or contingency which may or may not be performed or happen, is to be deemed a promissory note for that sum of money.

Use of  
adhesive  
stamps on bills  
and notes.

**41.—(1.)** The fixed duty of one penny on a bill of exchange payable on demand or at sight or on presentation

or within three days after date or sight and drawn in the Colony may be denoted by an adhesive stamp which shall be cancelled by the person by whom the bill is signed before he delivers it out of his hands, custody or power.

(2.) The *ad valorem* duties upon bills of exchange and promissory notes drawn or made out of the Colony are to be denoted by adhesive stamps.

42.—(1.) Every person into whose hands any bill of exchange or promissory note drawn or made out of the Colony comes in the Colony before it is stamped, shall before he presents for payment, or indorses, transfers, or in any manner negotiates or pays the bill or note, affix thereto a proper adhesive stamp or proper adhesive stamps of sufficient amount, and cancel every stamp so affixed thereto.

Stamping  
foreign bills  
and notes.

(2.) Provided as follows:—

(a.) If at the time when any such bill or note comes into the hands of any *bonâ fide* holder there is affixed thereto an adhesive stamp effectually cancelled, the stamp shall, so far as relates to the holder, be deemed to be duly cancelled, although it may not appear to have been affixed or cancelled by the proper person ;

(b.) If at the time when any such bill or note comes into the hands of any *bonâ fide* holder there is affixed thereto an adhesive stamp not duly cancelled, it shall be competent for the holder to cancel the stamp as if he were the person by whom it was affixed, and upon his so doing the bill or note shall be deemed duly stamped and as valid and available as if the stamp had been cancelled by the person by whom it was affixed.

(3.) But neither of the foregoing provisoes is to relieve any person from any penalty incurred by him for not cancelling an adhesive stamp.

43. A bill of exchange or promissory note which purports to be drawn or made out of the Colony, is, for the purpose of determining the mode in which the stamp duty

Bills & notes  
purporting to  
be drawn  
abroad.

thereon is to be denoted, to be deemed to have been so drawn or made, although it may in fact have been drawn or made within the Colony.

Penalty for  
issuing, etc.,  
unstamped  
bill or note.

44.—(1.) Every person who issues, indorses, transfers, negotiates, presents for payment, or pays any bill of exchange or promissory note liable to duty and not being duly stamped, shall incur a penalty of ten pounds, and the person who takes or receives from any other person any such bill or note either in payment or as a security, or by purchase or otherwise, shall not be entitled to recover thereon, or to make the same available for any purpose whatever.

(2.) Provided that if any bill of exchange payable on demand or at sight or on presentation, or within three days after date or sight is presented for payment unstamped, the person to whom it is presented may affix thereto an adhesive stamp of one penny, and cancel the same, as if he had been the drawer of the bill, and may thereupon pay the sum in the bill mentioned, and charge the duty in account against the person by whom the bill was drawn, or deduct the duty from the said sum, and the bill is, so far as respects the duty, to be deemed valid and available.

(3.) But the foregoing proviso is not to relieve any person from any penalty incurred by him in relation to such bill.

Bills drawn in  
a set.

45. When a bill of exchange is drawn in a set according to the custom of merchants, and one of the set is duly stamped, the other or others of the set shall unless issued or in some manner negotiated apart from the stamped bill, be exempt from duty; and upon proof of the loss or destruction of a duly stamped bill forming one of a set, any other bill of the set which has not been issued or in any manner negotiated apart from the lost or destroyed bill may, although unstamped, be admitted in evidence to prove the contents of the lost or destroyed bill.

#### BILL OF HEALTH.

Stamp on  
bill of health.

46. The stamp upon a bill of health shall be cancelled by the person signing such bill of health.

## BILL OF LADING.

47.—(1.) A bill of lading is not to be stamped after the execution thereof. Bills of lading.

(2.) Every person who makes or executes any bill of lading not duly stamped shall incur a penalty of fifty pounds.

## CHARTER-PARTIES.

48.—(1.) For the purposes of this Ordinance the expression "charter-party" includes any agreement or contract for the charter of any ship or vessel or any memorandum, letter, or other writing between the captain, master, or owner of any ship or vessel, and any other person for or relating to the freight or conveyance of any money, goods, or effects on board of the ship or vessel. Meaning of "charter-party."

(2.) The duty upon a charter-party may be denoted by an adhesive stamp, which is to be cancelled by the person by whom the instrument is last executed, or by whose execution it is completed as a binding contract. How duty denoted.

49. Where a charter-party is first executed out of the Colony without being duly stamped, any party thereto may, within ten days after it has been first received in the Colony, and before it has been executed by any person in the Colony, affix thereto an adhesive stamp denoting the duty chargeable thereon, and at the same time cancel such adhesive stamp, and the instrument when so stamped shall be deemed duly stamped. Charter-party executed abroad.

50. A charter-party may be stamped with an impressed stamp after execution upon the following terms; that is to say : Stamping after execution.

- (1.) Within seven days after the first execution thereof, on payment of the duty and a penalty of four shillings and sixpence ;
- (2.) After seven days, but within one month after the first execution thereof, on payment of the duty and a penalty of ten pounds ;

and shall not in any other case be stamped with an impressed stamp.

## CONVEYANCES ON SALE.

Meaning of  
"conveyance  
on sale."

51.—(1.) For the purposes of this Ordinance the expression "conveyance on sale" includes every instrument, and every decree or order of any Court whereby any property or any estate or interest in any property upon the sale thereof is transferred to or vested in a purchaser, or any other person on his behalf or by his direction.

(2.) Provided that a conveyance on sale made for any consideration in respect whereof it is chargeable with "*ad valorem*" duty and in further consideration of a covenant made by the purchaser, to make or of his having previously made, any substantial improvement of or addition to the property conveyed to him, or of any covenant relating to the subject matter of the conveyance, is not chargeable with any duty in respect of such further consideration.

Calculation of  
duty in respect  
of stock and  
securities.

52.—(1.) Where the consideration, or any part of the consideration, for a conveyance on sale consists of any stock or marketable security, the conveyance is to be charged with *ad valorem* duty in respect of the value of the stock or security.

(2.) Where the consideration, or any part of the consideration, for a conveyance on sale consists of any security not being a marketable security, the conveyance is to be charged with *ad valorem* duty in respect of the amount due on the day of the date thereof for principal and interest upon the security.

Periodical  
payments.

53.—(1.) Where the consideration, or any part of the consideration for a conveyance on sale consists of money payable periodically for a definite period not exceeding twenty years, so that the total amount to be paid can be previously ascertained, the conveyance is to be charged in respect of that consideration with *ad valorem* duty on such total amount.

(2.) Where the consideration, or any part of the consideration, for a conveyance on sale consists of money payable periodically for a definite period exceeding twenty years or in perpetuity, or for any indefinite period not

terminable with life, the conveyance is to be charged in respect of that consideration with *ad valorem* duty on the total amount which will or may, according to the terms of sale, be payable during the period of twenty years next after the day of the date of the instrument.

(3.) Where the consideration, or any part of the consideration, for a conveyance on sale consists of money payable periodically during any life or lives, the conveyance is to be charged in respect of that consideration with *ad valorem* duty on the amount which will or may, according to the terms of sale, be payable during the period of twelve years next after the day of the date of the instrument.

(4.) Provided that no conveyance on sale chargeable with *ad valorem* duty in respect of any periodical payments, and containing also provision for securing the payments, is to be charged with any duty in respect of such provision, and no separate instrument made in that case for securing the payments is to be charged with any higher duty than ten shillings.

54. Where any property is conveyed to any person in consideration, wholly or in part, of any debt due to him, or subject either certainly or contingently to the payment or transfer of any money or stock, whether being or constituting a charge or incumbrance upon the property or not, the debt, money or stock is to be deemed the whole or part, as the case may be, of the consideration in respect whereof the conveyance is chargeable with *ad valorem* duty.

Conveyance in consideration of debt.

55.—(1.) Where property contracted to be sold for one consideration for the whole is conveyed to the purchaser in separate parts or parcels by different instruments, the consideration is to be apportioned in such manner as the parties think fit, so that a distinct consideration for each separate part or parcel is set forth in the conveyance relating thereto, and such conveyance is to be charged with *ad valorem* duty in respect of such distinct consideration.

Direction as to duty in certain cases.

(2.) Where property contracted to be purchased for one consideration for the whole by two or more persons jointly, or by any person for himself and others, or wholly for others, is conveyed in parts or parcels by separate

instruments to the persons by or for whom the same was purchased for distinct parts of the consideration, the conveyance for each separate part or parcel is to be charged with *ad valorem* duty in respect of the distinct part of the consideration therein specified.

(3.) Where there are several instruments of conveyance for completing the purchaser's title to property sold, the principal instrument of conveyance only is to be charged with *ad valorem* duty, and the other instruments are to be respectively charged with such other duty as they may be liable to, but the last mentioned duty shall not exceed the *ad valorem* duty payable in respect of the principal instrument.

(4.) Where a person having contracted for the purchase of any property, but not having obtained a conveyance thereof, contracts to sell the same to any other person, and the property is in consequence conveyed immediately to the sub-purchaser, the conveyance is to be charged with *ad valorem* duty in respect of the consideration moving from the sub-purchaser.

(5.) Where a person having contracted for the purchase of any property but not having obtained a conveyance contracts to sell the whole, or any part or parts thereof, to any other person or persons, and the property is in consequence conveyed by the original seller to different persons in parts or parcels, the conveyance of each part or parcel is to be charged with *ad valorem* duty in respect only of the consideration moving from the sub-purchaser thereof, without regard to the amount or value of the original consideration.

(6.) Where a sub-purchaser takes an actual conveyance of the interest of the person immediately selling to him, which is chargeable with *ad valorem* duty in respect of the consideration moving from him, and is duly stamped accordingly, any conveyance to be afterwards made to him of the same property by the original seller shall be chargeable only with such other duty as it may be liable to, but the last mentioned duty shall not exceed the *ad valorem* duty.

56. Where upon the sale of any annuity or other right not before in existence, such annuity or other right is not created by actual grant or conveyance but is only secured by bond, warrant of attorney, covenant, contract, or otherwise, the bond or other instrument, or some one of such instruments, if there be more than one, is to be charged with the same duty as on actual grant or conveyance, and is for the purposes of this Ordinance to be deemed an instrument of conveyance on sale.

Sale of annuity or right not before in existence.

#### CONVEYANCES ON ANY OCCASION EXCEPT SALE OR MORTGAGE.

57. Every instrument, and every decree or order of any Court, whereby any property on any occasion, except a sale or mortgage, is transferred to or vested in any person, is to be charged with duty as a conveyance or transfer of property.

Definition.

Provided that a conveyance or transfer made for effectuating the appointment of a new trustee or the retirement of a trustee is not to be charged with any higher duty than ten shillings.

#### DUPLICATES AND COUNTERPARTS.

58. The duplicate or counterpart of an instrument chargeable with duty (except the counterpart of an instrument chargeable as a lease, such counterpart not being executed by or on behalf of any lessor or grantor) is not to be deemed duly stamped unless it is stamped as an original instrument, or unless it appears by some stamp impressed or writing under the hand of the Receiver-General thereon that the full and proper duty has been paid upon the original instrument of which it is the duplicate or counterpart. Provided however that the instruments referred to in Section 28 hereof shall be exempt from the operation of this section.

How to be stamped.

#### EXCHANGE, PARTITION, OR DIVISION.

59. Where upon the exchange partition or division of any real or heritable property, any consideration exceeding in amount or value one hundred pounds is paid or given, or agreed to be paid or given, for equality, the principal or only instrument whereby the exchange partition or division

Partition or division.

is effected is to be charged with the same *ad valorem* duty as a conveyance on sale for the consideration, and with that duty only; and where in any such case there are several instruments for completing the title of either party, the principal instrument is to be ascertained, and the other instruments are to be charged with duty in the manner hereinbefore provided in the case of several instruments of conveyance.

#### LEASES.

Agreement for  
a lease.

**60.**—(1.) An agreement for a lease or tack, or with respect to the letting of any lands, tenements, or heritable subjects for any term not exceeding thirty-five years, or for any indefinite term, is to be charged with the same duty as if it were an actual lease or tack made for the term and consideration mentioned in the agreement.

(2.) A lease or tack made subsequently to and in conformity with, such an agreement duly stamped is to be charged with the duty of sixpence only.

Leases, how  
to be charged  
in respect of  
produce.

**61.**—(1.) Where the consideration, or any part of the consideration, for which a lease or tack is granted or agreed to be granted, consists of any produce or other goods, the value of the produce or goods is to be deemed a consideration in respect of which the lease or tack or agreement is chargeable with *ad valorem* duty.

(2.) Where it is stipulated that the value of the produce or goods is to amount at least to, or is not to exceed, a given sum, or where the lessee is specially charged with, or has the option of paying after any permanent rate of conversion, the value of the produce or goods is, for the purpose of assessing the *ad valorem* duty, to be estimated at the given sum, or according to the permanent rate.

(3.) A lease or tack or agreement for a lease or tack made either wholly or partially for any such consideration, if it contains a statement of the value thereof, and is stamped in accordance with the statement is, so far as regards the subject-matter of the statement, to be deemed duly stamped, unless or until it is otherwise shown that the statement is incorrect, and that the lease or tack or agreement is in fact not duly stamped.

62.—(1.) A lease or tack, or agreement for a lease or tack, or with respect to any letting, is not to be charged with any duty in respect of any penal rent, or increased rent in the nature of a penal rent thereby reserved or agreed to be reserved or made payable, or by reason of being made in consideration of the surrender or abandonment of any existing lease, tack, or agreement of or relating to the same subject-matter.

Directions as to duty in certain cases.

(2.) A lease made for any consideration in respect whereof it is chargeable with *ad valorem* duty, and in further consideration either of a covenant by the lessee to make, or of his having previously made, any substantial improvement of or addition to the property demised to him, or of any covenant relating to the matter of the lease, is not to be charged with any duty in respect of such further consideration.

(3.) No lease for a life or lives not exceeding three, or for a term of years determinable with a life or lives not exceeding three, and no lease for a term absolute not exceeding twenty-one years, granted by an ecclesiastical corporation aggregate or sole, is to be charged with any higher duty than thirty-five shillings.

(4.) An instrument whereby the rent reserved by any other instrument chargeable with duty and duly stamped as a lease or tack is increased, is not to be charged with duty otherwise than as a lease or tack in consideration of the additional rent thereby made payable.

63. Where the duty upon a lease does not exceed sixpence it may be denoted by an adhesive stamp which shall be cancelled by the person by whom the instrument is first executed.

#### MORTGAGES.

64. For the purposes of this Ordinance the expression "mortgage" means a security by way of mortgage for the payment of any definite and certain sum of money advanced or lent at the time, or previously due and owing, or forborne to be paid, being payable, or for the repayment of money to be thereafter lent, advanced, or paid, or which

Meaning of "mortgage."

may become due upon an account current, together with any sum already advanced or due, or without, as the case may be;

And includes :—

- (1.) Any conveyance of any lands, estate, or property whatsoever in trust to be sold or otherwise converted into money, intended only as a security and redeemable before the sale or other disposal thereof, either by express stipulation or otherwise, except where the conveyance is made for the benefit of creditors generally, or for the benefit of creditors specified who accept the provision made for payment of their debts, in full satisfaction thereof, or who exceed five in number; and
- (2.) Any defeazance, letter of reversion, back bond, declaration, or other deed or writing for defeating or making redeemable, or explaining or qualifying any conveyance, transfer, disposition, assignation, or tack of any lands, estate, or property, whatsoever, apparently absolute, but intended only as a security; and
- (3.) Any deed operating as a mortgage of any stock or marketable security.

Directions as to duty in certain cases.

**65.**—(1.) A security for the transfer or re-transfer of any stock is to be charged with the same duty as a similar security for a sum of money equal in amount to the value of the stock; and a transfer, assignment, disposition, or assignation of any such security, and a re-conveyance, release, discharge, surrender, re-surrender, warrant to vacate, or renunciation of any such security is to be charged with the same duty as an instrument of the same description relating to a sum of money equal in amount to the value of the stock.

(2.) A security for the payment of any rent-charge, annuity, or periodical payments, by way of repayment, or in satisfaction or discharge of any loan, advance, or payment intended to be so repaid, satisfied, or discharged, is to be charged with the same duty as a similar security for the payment of the sum of money so lent, advanced, or paid.

(3.) A transfer of a duly stamped security, and a security by way of further charge for money or stock, added to money or stock previously secured by a duly stamped instrument, is not to be charged with any duty by reason of its containing any further or additional security for the money or stock transferred or previously secured, or the interest or dividends thereof, or any new covenant, proviso, power, stipulation, or agreement in relation thereto, or any further assurance of the property comprised in the transferred or previous security.

(4.) An instrument chargeable with *ad valorem* duty as a mortgage is not to be charged with any further duty by reason of the equity of redemption in the mortgaged property being thereby conveyed or limited in any other manner than to a purchaser, or in trust for, or according to the direction of, a purchaser.

66.—(1.) A security for the payment or repayment of money to be lent, advanced, or paid, or which may become due upon an account current, either with or without money previously due, is to be charged, where the total amount secured or to be ultimately recoverable is in any way limited, with the same duty as a security for the amount so limited.

Security for future advances, how to be charged.

(2.) Where such total amount is unlimited, the security is to be available for such an amount only as the *ad valorem* duty impressed thereon extends to cover, but where any advance or loan is made in excess of the amount covered by that duty the security shall for the purpose of stamp duty be deemed to be a new and separate instrument, bearing date on the day on which the advance or loan is made.

(3.) The Registrar-General shall upon a requisition bearing a fee stamp of the value of five shillings, of any party to an instrument securing an unlimited amount, cause such instrument to be sent to the Receiver-General to be stamped to cover such further sum as may be advanced in excess of the amount on which stamp duty had been paid.

(4.) Provided that no money to be advanced for the insurance of any property comprised in the security against damage by fire, or for keeping up any policy of life insurance

comprised in the security, or for effecting in lieu thereof any new policy, or for the renewal of any grant or lease of any property comprised in the security upon the dropping of any life whereon the property is held, shall be reckoned as forming part of the amount in respect whereof the security is chargeable with *ad valorem* duty.

#### NOTARIAL ACTS.

Duty on  
notarial act.

67. The duty upon a notarial act, and upon the protest by a Notary Public of a bill of exchange or promissory note may be denoted by an adhesive stamp which shall be cancelled by the Notary.

#### POLICIES OF INSURANCE.

Meaning of  
"policy of  
insurance."

68. For the purposes of this Ordinance the expression "policy of insurance" includes every writing whereby any contract of insurance is made or agreed to be made, or is evidenced, and the expression "insurance" includes assurance.

#### POLICIES OF SEA INSURANCE.

Meaning of  
"policy of  
sea insurance."

69.—(1.) For the purposes of this Ordinance the expression "policy of sea insurance" means any insurance (including re-insurance) made upon any ship or vessel, or upon the machinery, tackle, or furniture of any ship or vessel, or upon any goods, merchandize or property of any description whatever on board of any ship or vessel, or upon the freight of, or any other interest which may be lawfully insured in or relating to, any ship or vessel, and includes any insurance of goods, merchandize, or property for any transit which includes not only a sea risk, but also any other risk incidental to the transit insured from the commencement of the transit to the ultimate destination covered by the insurance.

(2.) Where any person, in consideration of any sum of money paid or to be paid for additional freight or otherwise, agrees to take upon himself any risk attending goods, merchandize, or property of any description whatever while on board of any ship or vessel, or engages to indemnify the

owner of any such goods, merchandize, or property from any risk, loss, or damage, such agreement or engagement shall be deemed to be a contract for sea insurance.

70.—(1.) A contract for sea insurance shall not be valid unless the same is expressed in a policy of sea insurance. Contract to be in writing.

(2.) No policy of sea insurance made for time shall be made for any time exceeding twelve months.

(3.) A policy of sea insurance shall not be valid unless it specifies the particular risk or adventure, the names of the subscribers or underwriters and the sum or sums insured, and is made for a period not exceeding twelve months.

71. Where any sea insurance is made for a voyage and also for time, or to extend to or cover any time beyond thirty days after the ship shall have arrived at her destination and been there moored at anchor, the policy is to be charged with duty as a policy for a voyage, and also with duty as a policy for time. Policy for voyage and time.

72.—(1.) A policy of sea insurance may not be stamped at any time after it is signed or underwritten by any person except in the two cases following; that is to say No policy valid unless duly stamped.

(a.) Any policy of mutual insurance having a stamp impressed thereon may, if required, be stamped with an additional stamp provided that at the time when the additional stamp is required the policy has not been signed or underwritten to an amount exceeding the sum or sums which the duty impressed thereon extends to cover.

(b.) Any policy made or executed out of, but being in any manner enforceable within the Colony may be stamped at any time within two months after it has been first received in the Colony on payment of the duty only.

(2.) Provided that a policy of sea insurance shall for the purpose of production in evidence be an instrument which may legally be stamped after the execution thereof, and the penalty payable by law on stamping the same shall be the sum of one hundred pounds,

Alterations in policies.

**73.** Nothing in this Ordinance shall prohibit the making of any alteration which may lawfully be made in the terms and conditions of any policy of sea insurance after the policy has been underwritten; provided that the alteration be made before notice of the determination of the risk originally insured, and that it do not prolong the time covered by the insurance thereby made beyond the period of six months in the case of a policy made for a less period than six months or beyond the period of twelve months in the case of a policy made for a greater period than six months, and that the articles insured remain the property of the same person or persons and that no additional or further sum be insured by reason or means of the alteration.

#### POWERS OF ATTORNEY.

Indemnity of Receiver-General.

**74.** When a certified copy or other satisfactory proof of a power of attorney registered according to law in the office of the Registrar-General is produced authorizing the Receiver-General to pay moneys to the person or persons named therein, the Receiver-General shall be indemnified in respect of all payments made by him by virtue of such power of attorney until notice in writing of the revocation thereof shall be delivered to him.

#### RECEIPTS.

Meaning of "receipt."

**75.—(1.)** For the purpose of this Ordinance the expression "receipt" includes any note, memorandum, or writing whereby any money amounting to two pounds or upwards, or any bill of exchange or promissory note for money amounting to two pounds or upwards, is acknowledged or expressed to have been received or deposited or paid, or whereby any debt or demand or any part of a debt or demand of the amount of two pounds or upwards is acknowledged to have been settled, satisfied, or discharged or which signifies or imports any such acknowledgment, and whether the same is or is not signed with the name of any person.

Denoting of duty.

**(2.)** The duty upon a receipt may be denoted by an adhesive stamp, which is to be cancelled by the person by whom the receipt is given before he delivers it out of his hands.

76. A receipt given without being stamped may be stamped by the Receiver-General on the instrument being produced to him for this purpose within one month after it has been given, on payment of the duty and a penalty of five pounds.

Post-stamping  
of receipt.

77. Every person who—

- (1.) Gives a receipt liable to duty and not duly stamped; or
- (2.) In any case where a receipt would be liable to duty, refuses to give a receipt duly stamped; or
- (3.) Upon payment to the amount of two pounds or upwards, gives a receipt for a sum not amounting to two pounds or divides the amount paid into two or more receipts with intent to evade the duty,

Offences in  
relation to  
receipts.

shall in every such case, on being convicted, be liable to a penalty not exceeding ten pounds.

#### SETTLEMENTS.

78.—(1.) Where any money which may become due or payable upon any policy of life insurance or upon any security not being a marketable security, is settled or agreed to be settled, the instrument whereby the settlement is made or agreed to be made is to be charged with *ad valorem* duty in respect of that money.

Settlement of  
policy or  
security.

(2.) Provided as follows:—

- (a.) Where in the case of a policy no provision is made for keeping up the policy, the *ad valorem* duty is to be charged only on the value of the policy at the date of the instrument;
- (b.) If in any such case the instrument contains a statement of the said value, and is stamped in accordance with the statement, it is, so far as regards the policy, 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.

Settlements when not to be charged as securities.

79. An instrument chargeable with *ad valorem* duty as a settlement in respect of any money, stock, or security is not to be charged with any further duty by reason of containing provision for the payment or transfer of the money, stock, or security, or by reason of containing, where the money, stock, or security is in reversion or is not paid or transferred upon the execution of the instrument, provision for the payment, by the person entitled in possession to the interest or dividends of the money, stock or security, during the continuance of such possession, of any annuity or yearly sum not exceeding interest at the rate of four pounds per centum per annum upon the amount or value of the money, stock, or security.

Where several instruments, one only to be charged with *ad valorem* duty.

80.—(1.) Where several instruments are executed for effecting the settlement of the same property, and the *ad valorem* duty chargeable in respect of the settlement of the property exceeds ten shillings, one only of the instruments is to be charged with the *ad valorem* duty.

(2.) Where a settlement is made in pursuance of a previous agreement upon which *ad valorem* settlement duty exceeding ten shillings has been paid in respect of any property, the settlement is not to be charged with *ad valorem* duty in respect of the same property.

(3.) In each of the aforesaid cases the instruments not chargeable with *ad valorem* duty are to be charged with the duty of ten shillings.

#### SHARE WARRANTS.

Issuing share warrant not duly stamped.

81. If a share warrant is issued without being duly stamped, the company issuing the same, and also every person who, at the time when it is issued, is the managing director or secretary or other principal officer of the company shall incur a fine of fifty pounds.

#### STOCK CERTIFICATES TO BEARER.

82.—(1.) Where the holder of a stock certificate to bearer has been entered on the register of the local authority as the owner of the share of stock described in the certificate, the certificate shall be forthwith cancelled so as to be incapable of being re-issued to any person.

(2.) Every person by whom a stock certificate to bearer is issued without being duly stamped shall incur a fine of fifty pounds.

#### MISCELLANEOUS.

83. Every condition of sale framed with the view of precluding objection or requisition upon the ground of absence or insufficiency of stamp upon any instrument, and every contract, arrangement or undertaking for assuming the liability on account of absence or insufficiency of stamp upon any such instrument or indemnifying against such liability, absence or insufficiency, shall be void.

Conditions and agreements as to duty void.

84.—(1.) No assignment of a policy of life insurance shall confer on the assignee therein named, his executors administrators or assigns any right to sue for the moneys assured or secured thereby, or to give a valid discharge for the same, or any part thereof, unless the assignment is duly stamped, and no payment shall be made to any person claiming under any such assignment unless the same is duly stamped.

Assignment of life policy to be stamped before payment of sum assured.

(2.) If any payment is made in contravention of this section, the stamp duty not paid upon the assignment, together with the penalty payable on stamping the same, shall be a debt due to His Majesty from the person by whom the payment is made.

### PART III.

#### OFFENCES RELATING TO STAMPS.

85. Every person who does, or causes or procures to be done, or knowingly aids, abets or assists in doing, any of the acts following, that is to say,

Criminal offences relating to stamps.

- (1.) Forges a die or stamp;
- (2.) Prints or makes an impression upon any material with a forged die;
- (3.) Fraudulently prints or makes an impression upon any material from a genuine die;
- (4.) Fraudulently cuts, tears, or in any way removes from any material any stamp, with intent that any use should be made of such stamp or of any part thereof;

- (5.) Fraudulently mutilates any stamp, with intent that any use should be made of any part of such stamp ;
- (6.) Fraudulently fixes or places, upon any material or upon any stamp, any stamp or part of a stamp which, whether fraudulently or not has been cut, torn, or in any way removed from any other material, or out of or from any other stamp ;
- (7.) Fraudulently erases or otherwise either really or apparently removes from any stamped material any name, sum, date, or other matter or thing whatsoever thereon written, with the intent that any use should be made of the stamp upon such material ;
- (8.) Knowingly sells or exposes for sale or utters or uses any forged stamp, or any stamp which has been fraudulently printed or impressed from a genuine die ;
- (9.) Knowingly and without lawful excuse, (the proof whereof shall lie on the person accused) has in his possession any forged die or stamp, or any stamp which has been fraudulently printed or impressed from a genuine die, or any stamp or part of a stamp which has been fraudulently cut, torn, or otherwise removed from any material, or any stamp which has been fraudulently mutilated, or any stamped material out of which any name, sum, date, or other matter or thing has been fraudulently erased or otherwise either really or apparently removed,

shall be guilty of felony, and upon being convicted shall be liable to be imprisoned with or without hard labour for any term not exceeding two years.

Proceedings  
for the  
detection of  
forged dies, &c.

**86.** On information given before any Stipendiary Justice of the Peace upon oath that there is just cause to suspect any person of being guilty of any of the offences mentioned in the last section, such Justice may, by a warrant under his hand, cause any dwelling-house, room, shop, workshop, outhouse, or other building or place belonging to or occupied

by the suspected person, or where he is suspected of being or having been in any way engaged or concerned in the commission of any such offence, or of secreting any machinery, implements or utensils applicable to the commission of any such offence, to be searched, and if upon such search any of the said several matters and things are found, the same may be seized and carried away, in order that they may be produced in evidence against any offender, and shall afterwards, whether produced in evidence or not, by order of the Court or Judge before whom such offender is tried, or in case there is no such trial, by order of some Stipendiary Justice of the Peace, be delivered over to the Receiver-General, to be defaced or destroyed or otherwise disposed of as he may think fit.

**87.**—(1.) If any person

- (a.) Fraudulently removes or causes to be removed from any instrument any adhesive stamp, or affixes to any other instrument or uses for any postal purpose any adhesive stamp which has been so removed, with intent that the stamp may be used again; or
- (b.) Sells or offers for sale, or utters, any adhesive stamp which has been so removed, or utters any instrument, having thereon any adhesive stamp which has to his knowledge been so removed as aforesaid;

Frauds in relation to adhesive stamps.

he shall, in addition to any other fine or penalty to which he may be liable, incur a fine of fifty pounds.

(2.) The expression "instrument" in this section includes any post letter or postal packet as defined by the Post Office Ordinance (No. 197) and the cover of any post letter.

**88.** Every person who by any writing in any manner defaces any adhesive stamp before it is used shall forfeit the sum of five pounds: Provided that any person may with the express sanction of the Receiver-General, and in the manner and in conformity with the conditions which he may prescribe, write upon an adhesive stamp before it is used for the purpose of identification thereof.

Defacing adhesive stamps.

Fraud not  
specially  
provided for.

89. Any person who practices or is concerned in any fraudulent act, contrivance, or device, not specially provided for by law, with intent to defraud His Majesty of any stamp duty, shall incur a fine not exceeding fifty pounds.

Proceedings  
for the detec-  
tion of stamps  
stolen or  
obtained  
fraudulently.

90.—(1.) Any Justice of the Peace having jurisdiction in the place where any stamps are known or supposed to be concealed or deposited, may, upon reasonable suspicion that the same have been stolen or fraudulently obtained, issue his warrant for the seizure thereof, and for apprehending and bringing before any Stipendiary Justice the person in whose possession or custody such stamps may be found, to be dealt with according to law.

(2.) If such person omits or refuses to account for the possession of such stamps, or is unable satisfactorily to account for the possession thereof, or if it does not appear that the same were purchased by him from the Receiver-General or from some person duly appointed to sell and distribute stamps or duly licensed to deal in stamps, such stamps shall be forfeited to His Majesty, His Heirs or Successors, and shall be accordingly condemned by such Justice and delivered over to the Receiver-General; and any stamps so condemned shall be kept by the Receiver-General for the space of six months and afterwards cancelled and destroyed, or disposed of as the Receiver-General thinks fit.

(3.) Provided that if at any time within six months after such condemnation any person makes out to the satisfaction of the Receiver-General that any stamps so condemned were stolen or otherwise fraudulently obtained from him, and that the same were purchased by him from the Receiver-General, or from some person duly appointed to sell and distribute stamps, or duly licensed to deal in stamps, such stamps may be delivered up to him.

Possession of  
forged stamps.

91. If any forged stamps are found in the possession of any person appointed to sell and distribute stamps or being or having been licensed to deal in stamps, such person shall be deemed and taken, unless the contrary is satisfactorily proved, to have had the same in his possession knowing them to be forged and with intent to sell, use or utter them,

and shall be liable to all penalties and punishments imposed or inflicted by law upon persons selling, using, uttering or having in possession forged stamps knowing the same to be forged.

92.—(1.) Upon information given upon oath to any Justice of the Peace that there is reasonable cause to suspect that any person appointed to sell and distribute stamps or being or having been licensed to deal in stamps has in his possession any forged stamps, the Justice of the Peace may by warrant under his hand authorize any person deputed by the Receiver-General to enter between the hours of seven in the morning and six in the evening into any dwelling-house, room, shop, warehouse, out-house or other building of or belonging to any such suspected person, and if on demand of admittance and notice of such warrant the door of any such dwelling-house, room, shop, warehouse, out-house or other building or any inner door thereof is not opened, then such authorized person may break open the same respectively and search for and seize any stamps that may be found in any such place as aforesaid or elsewhere in the custody or possession of such suspected person.

(2.) Any person who—

- (a.) Refuses to permit any such search or seizure to be made as aforesaid ;
- (b.) Assaults opposes or obstructs any person employed or acting in the execution or under the authority of any such warrant or aiding or assisting in the execution thereof

shall be liable to a penalty not exceeding fifty pounds.

93.—(1.) The person who is intrusted with the execution of any such warrant as aforesaid shall, if required, give to the person in whose custody or possession any stamps are found and seized an acknowledgment of the number, particulars and amount of the stamps so seized, and shall permit such last-mentioned person, or any person employed by him, to mark such stamps before the removal thereof.

(2.) If the person in whose custody or possession any stamps are so found and seized is or has been a licensed dealer in stamps, he shall be entitled to claim and receive in money from the Receiver-General the amount of such of the stamps so seized as may be found to be genuine, deducting therefrom the proper discount, or, if the Governor thinks fit, such of the stamps so seized as may be found to be genuine may be returned to the person from whose custody or possession the same have been taken, with such reasonable amends as the Governor may think fit to award.

Recovery of penalties.

94.—(1.) Any penalty under this Ordinance,

- (a.) If it does not exceed fifty pounds may be recovered before a Stipendiary Justice of the Peace as a penalty in respect of an offence punishable on summary conviction;
- (b.) If it exceeds fifty pounds may be sued for by information in the Supreme Court in the name of the Attorney-General, and may be recovered with full costs of suit.

(2.) The Governor may mitigate or remit any penalty payable on stamping, or stay or compound proceedings for any penalty, and reward any person who may inform the Receiver-General of any offence against this Ordinance, or assist in the recovery of any penalty.

Passed in Council this Eleventh day of May, in the year of Our Lord one thousand nine hundred and eight.

ALFRED TAITT,  
*Acting Clerk of the Council.*

## SCHEDULE.

## STAMP DUTIES ON INSTRUMENTS.

	Duty.
	£ s. d.
ADMISSION of any person as a Solicitor in the Supreme Court And see Section 35.	... 12 10 0

AGREEMENT, or any Memorandum of an Agreement, other than an Agreement under the Agricultural Contracts Ordinance 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, not made by a public officer officially ... ..	... 0 0 6
And see Sections 36 and 37.	

## EXEMPTIONS.

1. Agreement or Memorandum the subject matter whereof is not of the value of £5
2. Agreement or Memorandum for the hire of any labourer, artificer or menial servant.
3. Agreement, Letter or Memorandum made for or relating to the sale of any goods, wares or merchandize.
4. Agreement or Memorandum made between the master and mariners of any ship or vessel for wages on any voyage coastwise.
5. Agreement under the Agricultural Contracts Ordinance No. 67.
6. Advance Note under the Cane Farmers' Ordinance No. 129.

APPOINTMENT of a new Trustee, and appointment in execution of a power, of any property, or of any use, share or interest in any property by any instrument not being a Will ... ..	... 0 10 0
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## EXEMPTION.

Appointments under the Savings Bank Ordinance.

APPRAISEMENT or valuation of any property, or of any interest therein, or of the annual value thereof, or of any dilapidations, or of any repairs wanted, or of the materials and labour used or to be used in any building, or of any artificer's work whatsoever.

Where the amount of the appraisement or valuation does not exceed ... ..	£ 5	... ..	0 0 3
Exceeds £ 5 and does not exceed £ 10 ... ..		... ..	0 0 6
" £ 10       "       "       " £ 20 ... ..		... ..	0 1 0
" £ 20       "       "       " £ 30 ... ..		... ..	0 1 6
" £ 30       "       "       " £ 40 ... ..		... ..	0 2 0
" £ 40       "       "       " £ 50 ... ..		... ..	0 2 6
" £ 50       "       "       " £100 ... ..		... ..	0 5 0
" £100       "       "       " £200 ... ..		... ..	0 10 0
" £200       "       "       " £500 ... ..		... ..	0 15 0
" £500       "       "       "       " ... ..		... ..	1 0 0

And see Section 38.

## EXEMPTIONS.

1. Appraisement or valuation made for, and for the information of, one party only, and not being in any manner obligatory as between parties either by agreement or operation of law.
2. Appraisement or valuation of any property made for the purpose of ascertaining the legacy or succession or estate duty payable in respect thereof.
3. Appraisement or valuation by valuers nominated under the Land Acquisition Ordinance.

	£	s.	d.
ARTICLES OF CLERKSHIP entered into after the announcement of this Ordinance whereby any person first becomes bound to serve as a clerk in order to his admission as a Solicitor in the Supreme Court	10	0	0
ARTICLES OF CLERKSHIP, whereby any person having been before bound to serve as a clerk in order to his admission in the supreme Court and not having completed his service so as to be entitled to such admission, becomes bound afresh for the same purpose	...	0	10
AWARD—Where the amount or value of the matter in dispute does not exceed	£ 5	...	0
Exceeds £ 5 and does not exceed	£ 10	...	0
" £ 10	"	"	0
" £ 20	"	"	0
" £ 30	"	"	0
" £ 40	"	"	0
" £ 50	"	"	0
" £ 100	"	"	0
" £ 200	"	"	0
" £ 500	"	"	0
" £ 750	"	"	0
" £ 1000	"	"	0
And where it exceeds	£ 1000	...	2
BAIL BOND	...	...	0
BILL OF EXCHANGE, Cheque or Order, payable on demand or on sight, or on presentation, or within three days after date or sight	...	0	0
EXEMPTION.			
Cheques issued by the Receiver-General or a Sub-Receiver.			
BILL OF EXCHANGE of any other kind whatsoever (except a Bank Note) and Promissory Note of any kind whatsoever (except a Bank Note)—drawn or expressed to be payable or actually paid or endorsed, or in any manner negotiated in the Colony:			
Where the amount or value of the money for which the Bill or note is drawn or made does not exceed	£ 5	...	0
Exceeds £ 5 but does not exceed	£ 10	...	0
" £ 10	"	"	0
" £ 20	"	"	0
" £ 50	"	"	0
" £ 100	"	"	0
Exceeds £ 100, for every £ 100, and also for every fractional part of £ 100, of such amount or value	...	...	0
And see Sections 39-45.			
EXEMPTIONS.			
1. Letter of credit granted in the Colony authorizing drafts to be drawn out of the Colony payable in the Colony;			
2. Coupon or warrant for interest attached to and issued with any security.			
3. Order for the transmission of money through the Post Office.			
BILL OF LADING of or for goods, merchandize, or effects to be exported	0	0	6
And see Section 47.			
BILL OF HEALTH in the case of vessels under 60 tons net register	0	1	0
BILL OF HEALTH in the case of vessels over 60 tons net register	0	5	0
And see Section 46.			
BOND whether by way of principal or collateral security for the payment of any money where the total value of the amount secured either payable in one sum or in instalments does not exceed £ 100	0	1	0
Where it exceeds £ 100, for every additional £ 50 or part of £ 50	0	0	9
Where the payment is to continue for a term of life or any other indefinite period, for every £ 10 and for every fractional part of £ 10 of the annuity or sum annually payable	...	0	0
BOND for obtaining Letters of Administration...	...	0	5

BOND with a penalty for the performance of any obligation other than specifically herein provided for. {The same *ad valorem* duty as a bond for the amount of the penalty

BOND given pursuant to the directions of any Ordinance, or by the direction of the Receiver-General or the Collector or Sub-Collector of Customs, or any of their officers, for or in respect of any of the duties of Customs or Excise, or for preventing frauds or evasions thereof, or for any other matter or thing relating thereto ;

Where the penalty of the bond does not exceed £200 ...

{The same *ad valorem* duty as a bond for the amount of the penalty.

And in any other case ... £ s. d. 0 5 0

BOND of any kind whatsoever not specifically charged with any duty 0 5 0

EXEMPTION.

Bond by public officer in respect of the execution of his duty.  
 Bond given to or on account of a registered Friendly Society, or by the Treasurer or other officer thereof.  
 Bond given for the payment of estate duty.

CHARTER-PARTY, or any agreement or contract for the charter of any ship or vessel ... 0 5 0

And see Sections 48-50.

CONVEYANCE or transfer whether on sale or otherwise :

Of any debenture, stock or funded debt or shares of any Company or Corporation,

For every £100 and also for any fractional part of £100 of the nominal amount transferred ... 0 2 6

EXEMPTION.

Transfer of shares registered in a branch register under the Companies (Branch Registers) Ordinance, No. 71.

CONVEYANCE or transfer on sale of any property :

Where the amount or value of the consideration for the sale does not exceed £10 ... 0 0 6

Exceeds £ 10 and does not exceed £ 20 ... 0 0 9

„ £ 20 „ „ £ 50 ... 0 3 9

„ £ 50 „ „ £100 ... 0 7 6

„ £100 „ „ £150 ... 0 11 3

„ £150 „ „ £200 ... 0 15 0

„ £200 „ „ £250 ... 0 18 9

„ £250 „ „ £300 ... 1 2 6

„ £300, for every £50, and also for any fractional part of £50, of such amount or value ... 0 3 9

And see Sections 51-56.

Conveyance under Section 4 of the Devolution of Property Ordinance No. 101 ... 0 0 6

EXEMPTION.

Crown grant of land.

COVENANT—Any separate deed of covenant (not being an instrument chargeable with *ad valorem* duty as a conveyance on sale or mortgage) made on the sale or mortgage of any property, and relating solely to the conveyance or enjoyment of, or the title to the property sold or mortgaged, or the production of the muniments of title relating thereto, or to all or any of the matters aforesaid ;

Where the <i>ad valorem</i> duty in respect of the consideration or mortgage money does not exceed ten shillings ...	} A duty equal to the amount of such <i>ad valorem</i> duty.
In any other case ... ..	
DEEDS of any kind whatsoever not otherwise mentioned in this Schedule ... ..	£ 0 10 0
DUPLICATE or Counterpart of any instrument chargeable with any duty ... ..	} The same duty as the original instrument.
... ..	

And see Section 58.

LEASE—(1.) For any definite term or for any indefinite term—  
Of any lands or hereditaments.

Where the consideration, or any part of the consideration, moving either to the lessor or to any other person, consists of money, stock or security, not being by way of rent,

In respect of such consideration ... ..

} The same duty as a conveyance on a sale for the same consideration.

Where the consideration or any part of the consideration, is any rent,

In respect of such consideration.

If the rent, whether reserved as a yearly rent or otherwise, is at a rate or average rate;

	If the term does not exceed 35 years, or is indefinite.	If the term exceeds 35 years, but does not exceed 100 years.	If the term exceeds 100 years.
Not exceeding £ 5 per annum ...	£ 0 0 6	£ 0 3 0	£ 0 6 0
Exceeding £ 5 and not exceeding £ 10	0 1 0	0 6 0	0 12 0
„ £15 „ „ £ 15	0 1 6	0 9 0	0 18 0
„ £15 „ „ £ 20	0 2 0	0 12 0	1 4 0
„ £20 „ „ £ 25	0 2 6	0 15 0	1 10 0
„ £25 „ „ £ 50	0 5 0	1 10 0	3 0 0
„ £50 „ „ £ 75	0 7 6	2 5 0	4 10 0
„ £75 „ „ £100	0 10 0	3 0 0	6 0 0
Exceeding £100 for every full sum of £50 and also for any fractional part of £50 thereof ... ..	0 5 0	1 10 0	3 0 0

(2.) Of any other kind whatsoever not hereinbefore described...£ 0 10 0

EXEMPTIONS.

Leases for any definite term less than a year.

(1.) Of any dwelling-house or tenement or part of a dwelling-house or tenement at a rent not exceeding the rate of £10 per annum.

(2.) Of any furnished dwelling-house or apartments.

And see Sections 60-63.

LETTER or Power of Attorney, Mandate or other instrument in the nature thereof

- (1.) For the sole purpose of authorising the payment of money at the Colonial Treasury by the Receiver-General 0 1 0
- (2.) For the sole purpose of authorizing the payment or receipt of money other than by the Receiver-General ... 0 2 6
- (3.) In any other case ... .. 0 10 0

EXEMPTION.

Letter of Attorney authorising the receipt of money deposited in the Government Savings Bank.

And see Section 74.



	£	s.	d.
Exceeds £25 but does not exceed £500 :			
For every full sum of £50, and also for any fractional part of £50, of the amount insured ... ..	0	0	6
Exceeds £500, but does not exceed £1000 :			
For every full sum of £100, and also for any fractional part of £100, of the amount insured ... ..	0	1	0
Exceeds £1,000 :			
For every full sum of £1,000, and also for any fractional part of £1,000, of the amount insured ... ..	0	10	0
POLICY OF INSURANCE—			
Against loss or damage by fire ... ..	0	1	0
And see Section 78.			
POLICY OF SEA INSURANCE—			
For or upon any voyage,			
In respect of every full sum of £100, and in respect of any fractional part of £100.			
For time—			
In respect of every full sum of £100, and in respect of any fractional part of £100 ... ..	0	0	3
Where the insurance is made for any time not exceeding six months ... ..	0	0	3
Where the insurance is made for any time exceeding six months and not exceeding 12 months ... ..	0	0	6
But if the separate and distinct interest of two or more persons are insured by one policy for a voyage or for a time, then the duty of threepence or the duty of threepence or sixpence, as the case may require, shall be charged thereon in respect of every full sum of £100 and every fractional part of £100 thereby insured upon any separate or distinct interest.			
EXEMPTION.			
POLICY OF INSURANCE against accident and Policy of Insurance for any payment agreed to be made during the sickness of any person or his incapacity from personal injury.			
And see Sections 69-73.			
PROTEST of any Bill of Exchange or Promissory Note :			
Where the duty on the Bill or Note does not exceed 1/-	{ The same duty as the Bill or Note.		
In any other case ... ..	0	1	0
RECEIPT given for, or upon the payment of, money amounting to £2 or upwards ... ..	0	0	1

## RECEIPT.

*Exemptions :*

- (1.) Receipt given for money deposited in any bank or with any banker, to be accounted for and expressed to be received of the person to whom the same is to be accounted for.
- (2.) Acknowledgment by any banker of the receipt of any Bill of Exchange or Promissory Note for the purpose of being presented for acceptance or payment.
- (3.) Receipt for any money deposited in or withdrawn from the Savings Bank.
- (4.) Receipt given for or upon the payment of any Taxes, Duties, Dues, or other moneys to or for the use of His Majesty or of the Port-of-Spain Town Board or of any Municipal Corporation or of any other Local Authority.
- (5.) Receipt given for the Return of any Duties of Customs upon certificates or over payment of Duty.

- (6.) Receipt given by an officer of any public department in the Colony for money paid where he derives no benefit therefrom.
- (7.) Receipt for money paid into any Court of Justice under the provisions of any Ordinance or rule.
- (8.) Receipt for any money paid into or withdrawn from the Crown Lands Department or Post Office.
- (9.) Receipt given by any Bank on any lodgment by the Receiver-General to the credit of a Local Road Board or to any Government department.
- (10.) Receipts given by or to a registered friendly society by virtue of its rules.

And see Sections 75-77.

RE-GRANT of forfeited lands under the Land Charges and Land Taxes Ordinance, or of lands Escheated to the Crown or of any beneficial interest in lands re-conveyed by the Crown.

If made for valuable consideration, the amount or value whereof exceeds £100	...	...	...	}	The same duty as a conveyance on a sale for the same consideration.
					£ s. d.
And in all other cases	...	...	...	...	0 5 0

SHARE WARRANT or stock certificate of any public company :

For £10 or any part of £10	...	...	...	...	0 0 3
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And see Sections 81-82.

SETTLEMENT.—Any instrument, whether voluntary or upon any good or valuable consideration, other than a *bonâ fide* pecuniary consideration, whereby any definite and certain principal sum of money (whether charged or chargeable on lands or other hereditaments or not), or to be laid out in the purchase of lands or other hereditaments or not or any definite and certain amount of stock, or any security, is settled or agreed to be settled in any manner whatsoever :

For every £100 and also for any fractional part of £100 of the amount or value of the property settled or agreed to be settled	...	...	...	...	...	0 3 0
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EXEMPTION.

Instrument of appointment relating to any property in favour of persons specially named or described as the objects of a power of appointment, created by a previous settlement stamped with *ad valorem* duty in respect of the same property or by Will, where duty has been paid on the same property in respect of its devolution by the death of the testator.

And see Sections 78-80.

GENERAL EXEMPTIONS FROM ALL STAMP DUTIES.

Instruments for the sale, transfer or other disposition either absolutely or by way of mortgage, or otherwise, of any ship or vessel, or any part, interest, share or property of or in any ship or vessel.

Bond given to the Marshal or any other person upon the replevy of any goods or chattels, and assignments of such bond.

Money or Postal Orders of any description issued or paid by the Postmaster-General of this Colony.

BANK NOTES issued under Ordinances Nos. 243 and 244,