



ANNO OCTAVO

ELIZABETHAE II REGINAE

A.D. 1959

No. 45 of 1959

An Act to amend the Stamp Duties Act, 1923-1956.

[Assented to 17th December, 1959.]

BE IT ENACTED by the Governor of the State of South Australia with the advice and consent of the Parliament thereof, as follows :

Short titles

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

(2) The Stamp Duties Act, 1923-1956, as amended by this Act, may be cited as the "Stamp Duties Act, 1923-1959".

(3) The Stamp Duties Act, 1923-1956, is hereinafter referred to as "the principal Act".

Commencement of Act.

2. This Act shall commence on a day to be fixed by the Governor by proclamation.

Incorporation.

3. This Act is incorporated with the principal Act and that Act and this Act shall be read as one Act.

Amendment of principal Act, s. 31—
Contracts chargeable as conveyances on sale.

4. Section 31 of the principal Act is amended—

(a) by striking out subsection (1a) thereof and by striking out the expression "or (1a)" in subsections (2) and (4) thereof ;

(b) by inserting at the end thereof the following subsection :—

(5) This section shall not apply to or in respect of any hire-purchase agreement within the meaning of this Act.

5. The following subheading and sections are inserted in the principal Act after section 31a thereof :—

Enactment of
s.37b of
principal Act.

Hire-purchase Agreements.

31b. In this Act—

Interpretation.

“cash price” in relation to a hire-purchase agreement means the price at which at the time of signing the agreement the hirer might have purchased the goods the subject of a hire-purchase agreement for cash and “net cash price” means cash price less the amount paid or provided by the hirer by way of deposit at or before the making of the agreement :

“hirer” means the person to whom the goods are let, hired or agreed to be sold under a hire-purchase agreement :

“hire-purchase agreement” means a letting of goods with an option to purchase and an agreement for the purchase of goods by instalments (whether such agreement describes such instalments as rent or hire or otherwise) but does not include any agreement—

(a) whereby the property in the goods comprised therein passes at the time of the agreement or upon or at any time before delivery of the goods ; or

(b) under which the person by whom the goods are being hired or purchased is a person who is engaged in the trade or business of selling goods of the same nature or description as the goods comprised in the agreement :

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

“owner” means the person letting, hiring or agreeing to sell, goods under a hire-purchase agreement.

Provision as to duty on hire-purchase agreement.

31c. (1) The duty upon a hire-purchase agreement may be denoted by an adhesive stamp.

(2) Every hire-purchase agreement shall be in writing and shall set out the cash price, the amount paid or provided by way of deposit, and the difference between the two amounts.

(3) Notwithstanding the provisions of subsection (2) of section 5 of this Act the hirer shall not be liable for any duty chargeable upon a hire-purchase agreement.

(4) An owner shall not add the amount of any duty upon a hire-purchase agreement or any part of such duty to any amount payable by the hirer (whether under the hire-purchase agreement or otherwise) or otherwise demand or recover or seek to recover any such amount from the hirer; in the event of a contravention of this subsection the hirer may recover any such amount from the person to whom he paid it as a debt due from that person.

Duty on assignment of hire-purchase agreement.

31d. Notwithstanding anything contained in this Act the stamp duty payable on the assignment of any of the rights, powers and liabilities of the owner under a hire-purchase agreement shall be at the rate of one shilling for every fifty pounds or part of fifty pounds comprised in the consideration for the assignment.

Amendment of second schedule to principal Act.

6. The second schedule to the principal Act is amended—

(a) by inserting therein after the paragraph commencing “DEED (except as otherwise provided in this schedule)—” the following paragraph :—

HIRE-PURCHASE AGREEMENTS—

| | £ | s. | d. |
|---|---|----|----|
| Where the net cash price does not exceed £25..... | 0 | 5 | 0 |
| Where the net cash price exceeds £25 but does not exceed £50.... | 0 | 10 | 0 |
| Where the net cash price exceeds £50 but does not exceed £75.... | 0 | 15 | 0 |
| Where the net cash price exceeds £75 but does not exceed £100... | 1 | 0 | 0 |
| Where the net cash price exceeds £100, for every £100 or part of £100 thereof | 1 | 0 | 0 |

(b) by inserting in the list of General Exemptions from all Stamp Duties the following paragraph after paragraph 14 thereof:—

14a. Hire-purchase Agreement where the net cash price does not exceed £10.

In the name and on behalf of Her Majesty, I hereby assent to this Bill.

R. A. GEORGE, Governor.