

residing in any accommodation provided at Smithton by the association; or

- (b) for the use by those persons of any facilities or services provided by the board in connection with any hospital under its management or control.

Saving for will, &c.

5 The provisions of this Act have effect, and the powers conferred thereby may be exercised, notwithstanding anything in the will of the late *Henry Thomas Emmerton*, but, save as otherwise expressly provided in this Act, nothing in this Act affects that will or the operation thereof or the obligations, duties, liabilities, or rights arising thereunder.

STAMP DUTIES (No. 2).

No. 50 of 1965.

AN ACT to amend the *Stamp Duties Act 1931*.

[22 December 1965.]

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

Short title, citation, and commencement.

1—(1) This Act may be cited as the *Stamp Duties Act (No. 2) 1965*.

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

(3) This Act (other than paragraph (a) of section seven) shall commence on the first day of January 1966.

2 Section three of the Principal Act is amended—

Interpre-
tation.

(a) by inserting in subsection (1) thereof, after the definition of “Commissioner”, the following definition:—

“‘credit purchase agreement’ means an agreement for the purchase of goods under which, irrespective of the time at which the property in the goods passes or is to pass to the purchaser, the purchase price or a part thereof is payable by a number of instalments—

(a) which are to be paid over a period of not less than nine months; and

(b) under which any of the instalments are to be paid after the goods have been delivered to the purchaser,

but does not include an agreement for the purchase of goods together with real property, or for the purchase of any business or interest in a business or an agreement under which the buyer is a person engaged in the trade or business of selling goods of the same nature or description as the goods comprised in the agreement;”;

(b) by inserting in that subsection, after the definition of “hire purchase agreement”, the following definition:—

“‘industrial policy’ means a policy of life assurance in respect of which premiums are contracted to be paid at intervals of less than two months and contracted to be received, or are usually received, by means of collectors, and includes—

(a) a policy that has at any time been such a policy; and

(b) a paid-up policy (not being a policy that is expressed to be an ordinary policy) granted in lieu of such a policy or of a policy referred to in paragraph (a) of this definition;”;

(c) by inserting in that subsection, after the definition of “policy of insurance”, the following definitions:—

“‘policy of accident insurance’ means a policy of insurance for a payment agreed to be

made on the death of a person only from accident or violence or otherwise than from natural cause or as compensation for personal injury;

“ ‘policy of life assurance’ means a policy of assurance or insurance on a life or lives or on an event or a contingency relating to or depending on a life or lives, but does not include a policy of accident insurance or an industrial policy;” and

(d) by inserting in that subsection, after the definition of “private hospital”, the following definition:—

“ ‘purchase-price’, used in relation to a credit purchase agreement, means the total amount payable under the agreement by the purchaser on any account in respect of the goods that are the subject-matter of the agreement, less—

- (a) the amount of the deposit or other money or consideration paid or given to the vendor at or before the making of the agreement; and
- (b) the total amount payable under the agreement for or by way of interest, insurance, or other charge;”.

Cases in which duty may be denoted by adhesive stamps.

3 Section seven A of the Principal Act is amended by inserting, after paragraph (e) thereof, the following paragraph:—

“(ea) credit purchase agreements;”.

4 After section thirteen A of the Principal Act the following section is inserted:—

“13B—(1) A person who—

- (a) receives or takes credit for a premium or consideration for a contract of life assurance, and does not, within three months after receiving or taking credit for the premium or consideration, make out and execute a duly stamped policy of insurance; or
- (b) makes, executes, or delivers out, or pays or allows in account or agrees to pay or allow in account any money upon or in respect of, a policy of life assurance that is not duly stamped,

is guilty of an offence.

Penalty: One hundred pounds.

“(2) A person who in consideration of any premium, sum of money, or other valuable consideration paid, furnished, or provided by a person in this State, makes or enters into a

Provisions relating to the payment of duty on policies of life assurance.

contract of life assurance for or on behalf of an insurer outside this State shall forthwith issue to any person for whose benefit the assurance is to operate in this State a note or memorandum of the transaction in the prescribed form stamped with a duty that would be chargeable thereon if it were a policy of life assurance, and any policy subsequently issued for that consideration shall be deemed to be exempt from stamp duty if a duly stamped note or memorandum of the transaction has been issued as provided in this subsection.

“(3) Where a policy of life assurance or any document stampable as such is issued outside this State, it shall be stamped with the prescribed duty within ten days after it is received in this State, and a person who has or keeps in his possession, or avails himself of, any such policy or document that is not so stamped is guilty of an offence.

Penalty: One hundred pounds.

“(4) In determining the sum insured by a policy of life assurance any additional amount payable under the policy in the event of the insured dying as the result of an accident shall be disregarded.”.

5 After section fourteen C of the Principal Act the following sections are inserted:—

“14D—(1) Where any marketable securities are, or any right is, transferred or agreed to be transferred subject to the exercise by the transferee of an option to purchase the marketable securities or right (whether the option is exercisable in writing or orally), the instrument of transfer or agreement to transfer is subject to duty at the rate at which it would be so subject if the transfer or agreement were a transfer upon sale for a consideration equal to the price payable by the transferee in the event of his exercising the option.

Transfer of marketable securities, &c., subject to an option.

“(2) The duty payable under subsection (1) of this section is payable by the transferee.

“(3) Where such an option as is mentioned in subsection (1) of this section is not exercised by the transferee, he is entitled to a refund of any duty paid by him, in respect of the transfer or agreement to transfer, before the date on which the option is exercisable.

“(4) In this section, ‘right’ means a right in respect of shares (being a right of a kind to which item 22 of the second schedule relates).

“14E—(1) Where any marketable securities are, or any right is, transferred for a consideration comprising—

Exchange of marketable securities, &c.

(a) other marketable securities or rights; or

(b) other marketable securities or rights, together with a sum of money,

the transfer thereof shall, for the purposes of this Act, be deemed to be a sale to which paragraph (a) of item 22 of the second schedule relates and is subject to duty accordingly.

“(2) For the purpose of assessing the duty payable in relation to such a transfer as is mentioned in subsection (1) of this section, the value of the securities or rights transferred is the market value thereof as at the date of the transfer, plus the sum (if any) payable as part of the consideration for the transfer.

“(3) In this section, ‘right’ has the meaning assigned to that expression by subsection (4) of section fourteen D.”.

The second schedule.

6 The second schedule to the Principal Act is amended—
 (a) by omitting item 17 thereof and substituting therefor the following item:—

| | | |
|--|--|--|
| “ 17 Settlement, deed of gift, or declaration of trust made otherwise than by testamentary disposition, either voluntarily or for any consideration other than a consideration in good faith adequate to the value of the property therein comprised— if the value thereof does not exceed £1,000 if the value thereof exceeds £1,000 but does not exceed £5,000 if the value thereof exceeds £5,000 but does not exceed £10,000 if the value thereof exceeds £10,000 but does not exceed £15,000 £15,000 but does not exceed £25,000 if the value thereof exceeds if the value thereof exceeds £25,000 but does not exceed £35,000 if the value thereof exceeds £35,000 but does not exceed £50,000 if the value thereof exceeds £50,000 but does not exceed £75,000 | 2 per cent of the value thereof £20 plus 4½ per cent of the excess of that value over £1,000 £200 plus 6 per cent of the excess of that value over £5,000 £500 plus 8 per cent of the excess of that value over £10,000 £900 plus 12 per cent of the excess of that value over £15,000 £2,100 plus 14 per cent of the excess of that value over £25,000 £3,500 plus 20 per cent of the excess of that value over £35,000 £6,500 plus 30 per cent of the excess of that value over £50,000 | By the person making the settlement, gift, or declaration.”; |
|--|--|--|

| | |
|---|---|
| if the value thereof exceeds £75,000 but does not exceed £100,000 | £14,000 plus 40 per cent of the excess of that value over £75,000 |
| if the value thereof exceeds £100,000 | 24 per cent of the total value |

(b) by inserting after item 19A thereof the following item:—

| | | |
|--------------------------------------|--|------------------|
| "19B Credit purchase agreement | 2 per cent of the amount of the purchase-price | By the vendor.”; |
|--------------------------------------|--|------------------|

(c) by inserting in paragraph (a) of item 20 thereof, after the words “other than”, the words “a policy of life assurance or”;

(d) by inserting in paragraph (b) of that item, after the words “other than”, the words “a policy of life assurance or”;

(e) by adding at the end of Part II of that schedule the following item:—

| | | |
|--|---|---|
| "20B Policy of life assurance— | | |
| (a) Not being a temporary or term policy— | | |
| Where the sum assured does not exceed £1,000 | One shilling for every £100 or fractional part of £100 of the sum assured | By the insurer who issues or delivers out the policy.”; and |
| Where the sum assured exceeds £1,000 | Ten shillings plus two shillings for every £100 or fractional part of £100 of the sum assured in excess of £1,000 | |
| (b) Being a temporary or term policy | 5 per cent of the first year's premium on the policy | |

(f) by omitting item 22 thereof and substituting therefor the following item:—

| | |
|------|--|
| " 22 | Transfer of any marketable securities or right in respect of shares in the funds or capital of any corporation, company, or society in this State (being a corporation, company, or society that has a register in this State in which those marketable securities are, or that right is, registered)— |
| (a) | upon sale for a consideration in good faith adequate to the |

| | | |
|---|---|---------------------|
| value thereof, for every £10 or fractional part of £10 of the consideration | 0 1 0 | By the transferee. |
| (b) by way of gift, either voluntarily or for a consideration other than a consideration in good faith adequate to the value thereof, if the unenumerated value of the security or right— | | |
| does not exceed £1,000 | 2 per cent of that value | |
| exceeds £1,000 but does not exceed £5,000 | £20 plus 4½ per cent of the excess of that value over £1,000 | |
| exceeds £5,000 but does not exceed £10,000 | £200 plus 6 per cent of the excess of that value over £5,000 | |
| exceeds £10,000 but does not exceed £15,000 | £500 plus 8 per cent of the excess of that value over £10,000 | |
| exceeds £15,000 but does not exceed £25,000 | £900 plus 12 per cent of the excess of that value over £15,000 | By the transferor. |
| exceeds £25,000 but does not exceed £35,000 | £2,100 plus 14 per cent of the excess of that value over £25,000 | |
| exceeds £35,000 but does not exceed £50,000 | £3,500 plus 20 per cent of the excess of that value over £35,000 | |
| exceeds £50,000 but does not exceed £75,000 | £6,500 plus 30 per cent of the excess of that value over £50,000 | |
| exceeds £75,000 but does not exceed £100,000 | £14,000 plus 40 per cent of the excess of that value over £75,000 | |
| exceeds £100,000 | 24 per cent of the total value | |
| (c) in any other case | 0 10 0 | By the transferee." |

7 The third schedule to the Principal Act is amended— The third
schedule.

(a) by omitting the word “or” occurring at the end of sub-paragraph (ii) of paragraph (e) of item 11 thereof (in the second column of that schedule) and by adding at the end of that item (in the second column of that schedule) the following paragraphs:—

“(g) drawn or signed by an employee and authorizing the deduction from any remuneration payable to him of moneys for the purpose of making payments of—

- (i) fees, dues, or subscriptions payable to an industrial union or association of employees;
- (ii) contributions payable to an organization registered under the *National Health Act 1953-1963* of the Commonwealth or under that Act as amended by any other Commonwealth Act or under any Commonwealth Act passed in substitution for that Act in respect of the provision of medical benefits or hospital benefits;
- (iii) contributions or other payments payable to any superannuation fund, or other like fund for providing benefits for retired employees or their dependants; or
- (iv) payments to a National Savings Group Account; or

“(h) drawn or signed by an employee and authorizing the payment to, or collection by, another person of all remuneration due and payable to the employee by his employer at the time of the presentation of the instrument to the employer.”;

(b) by inserting after item 19A thereof the following item:—

“19B | Credit purchase agreements—
Where the purchase-price does not exceed £50.”;

(c) by omitting from sub-paragraph (ii) of paragraph (a) of item 20 thereof the words “on a specified life or on specified lives, or on an event or a contingency relating to or depending on a specified life or on specified lives, or”;

(d) by omitting from sub-paragraph (ii) of paragraph (b) of that item the words “on a specified life or on specified lives, or on an event or a

contingency relating to or depending on a specified life or on specified lives, or"; and

(e) by inserting after item 20A the following item:—

“ 20B Policy of life assurance—

- (a) A cover note in pursuance of which a duly stamped policy is issued within three months of the date of the cover note;
- (b) A policy under which the sum assured does not exceed £100; and
- (c) A policy of re-insurance.”.

LIMITATION OF ACTIONS.

No. 51 of 1965.

AN ACT to amend the law relating to the time within which actions for damages in respect of personal injuries may be brought.

[22 December 1965.]

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

Short title.

1 This Act may be cited as the *Limitation of Actions Act 1965*.

Limitation of actions for damages in respect of personal injuries.
Cf. 2 & 3 Geo. 6, c. 21, s. 2 (Imp.), as amended by 2 & 3 Eliz. 2, c. 36, s. 2 (Imp.).

2—(1) Notwithstanding any other law or rule of law to the contrary, an action for damages for negligence, nuisance, or breach of duty (whether the duty exists by virtue of a contract or of a provision made by or under an Act or independently of any contract or any such provision) where the damages claimed by the plaintiff for negligence, nuisance, or breach of duty consist of or include damages in respect of personal injuries to any person shall, except as provided in