CHAPTER 39.

An Act to consolidate the Enactments granting and relating to the Stamp Duties upon Instruments and certain other enactments relating to Stamp Duties.

[21st July 1891.]

BE it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

PART I.

REGULATIONS APPLICABLE TO INSTRUMENTS GENERALLY.

Charge of Duty upon Instruments.

Charge of duties in schedule.

1. From and after the commencement of this Act the stamp duties to be charged for the use of Her Majesty upon the several instruments specified in the First Schedule to this Act shall be the several duties in the said schedule specified, which duties shall be in substitution for the duties theretofore chargeable under the enactments repealed by this Act, and shall be subject to the exemptions contained in this Act and in any other Act for the time being in force.

All duties to be paid according to regulations of Act.

2. All stamp duties for the time being chargeable by law upon any instruments are to be paid and denoted according to the regulations in this Act contained, and except where express provision is made to the contrary are to be denoted by impressed stamps only.

How instruments are to be written and stamped.

3.—(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 may appear on the face of the instrument, and cannot be used for or applied to any other instrument written upon the same piece of material.

(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.

Instruments to be separately charged with duty in certain cases.

4. Except where express provision to the contrary is made by this or any other Act,—

(*a.*) 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;

(*b.*) 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

5. 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 Her Majesty, to be set forth in instruments.

(*a.*) executes any instrument in which all the said facts and circumstances are not fully and truly set forth; or

(*b.*) 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 incur a fine of ten pounds.

6.—(1.) Where an instrument is chargeable with ad valorem duty in respect of— Mode of calculating ad valorem duty in certain cases.

(*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.

Use of Adhesive Stamps.

7. Any stamp duties of an amount not exceeding two shillings and sixpence upon instruments which are permitted by law to be denoted by adhesive stamps not appropriated by any word or words on the face of them to any particular description of instrument, and any postage duties of the like amount, may be denoted by the same adhesive stamps. Certain adhesive stamps to be applicable to instruments and postal purposes.

8.—(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. General direction as to the 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 required by law to cancel an adhesive stamp, neglects or refuses duly and effectually to do so in the manner aforesaid, shall incur a fine of ten pounds.

9.—(1.) If any person— Penalty for frauds in relation to adhesive stamps.

(*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;

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

47 & 48 Vict. c. 76.

(2.) The expression "instrument" in this section includes any post letter as defined by the Post Office Protection Act, 1884, and the cover of any post letter.

Appropriated Stamps and Denoting Stamps.

Appropriated stamps.

10.—(1.) A stamp which by any word or words on the face of it is appropriated to any particular description of instrument is not to be used, or, if used, is not to be available, for an instrument of any other description.

(2.) An instrument falling under the particular description to which any stamp is so appropriated as aforesaid is not to be deemed duly stamped, unless it is stamped with the stamp so appropriated.

Denoting stamps.

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

Adjudication Stamps.

Assessment of duty by Commissioners.

12.—(1.) Subject to such regulations as the Commissioners may think fit to make, the Commissioners may be required by any person to express their opinion with reference to any executed instrument upon the following questions:

(*a.*) Whether it is chargeable with any duty;

(*b.*) With what amount of duty it is chargeable.

(2.) The Commissioners may require to be furnished with an abstract of the instrument, and also with such evidence as they may deem necessary, in order to show to their satisfaction whether all the facts and circumstances affecting the liability of the instrument to duty, or the amount of the duty chargeable thereon, are fully and truly set forth therein.

(3.) If the Commissioners are of opinion that the instrument is not chargeable with any duty, it may be stamped with a particular stamp denoting that it is not chargeable with any duty.

(4.) If the Commissioners are of opinion that the instrument is chargeable with duty, they shall assess the duty with which it is in their opinion chargeable, and when the instrument is stamped in accordance with the assessment it may be stamped with a particular stamp denoting that it is duly stamped.

(5.) Every instrument stamped with the particular stamp denoting either that it is not chargeable with any duty, or is duly stamped, shall be admissible in evidence, and available for all purposes notwithstanding any objection relating to duty.

(6.) Provided as follows:

(*a.*) An instrument upon which the duty has been assessed by the Commissioners shall not, if it is unstamped or insufficiently stamped, be stamped otherwise than in accordance with the assessment:

(*b.*) Nothing in this section shall extend to any instrument chargeable with ad valorem duty, and made as a security for money or stock without limit; or shall authorise the stamping after the execution thereof of any instrument which by law cannot be stamped after execution:

(*c.*) A statutory declaration made for the purpose of this section shall not be used against any person making the same in any proceeding whatever, except in an inquiry as to the duty with which the instrument to which it relates is chargeable; and every person by whom any such declaration is made shall, on payment of the duty chargeable upon the instrument to which it relates, be relieved from any fine or disability to which he may be liable by reason of the omission to state truly in the instrument any fact or circumstance required by this Act to be stated therein.

Persons dissatisfied may appeal.

13.—(1.) Any person who is dissatisfied with the assessment of the Commissioners may, within twenty-one days after the date of the assessment, and on payment of duty in conformity therewith, appeal against the assessment to the High Court of the part of the United Kingdom in which the case has arisen, and may for that purpose require the Commissioners to state and sign a case, setting forth the question upon which their opinion was required, and the assessment made by them.

(2.) The Commissioners shall thereupon state and sign a case and deliver the same to the person by whom it is required, and the case may, within seven days thereafter, be set down by him for hearing.

(3.) Upon the hearing of the case the court shall determine the question submitted, and, if the instrument in question is in the opinion of the court chargeable with any duty, shall assess the duty with which it is chargeable.

(4.) If it is decided by the court that the assessment of the Commissioners is erroneous, any excess of duty which may have been paid in conformity with the erroneous assessment, together with any fine or penalty which may have been paid in consequence thereof, shall be ordered by the court to be repaid to the appellant, with or without costs as the court may determine.

(5.) If the assessment of the Commissioners is confirmed the court may make an order for payment to the Commissioners of the costs incurred by them in relation to the appeal.

Production of Instruments in Evidence.

Terms upon which instruments not duly stamped may be received in evidence.

14.—(1.) Upon the production of an instrument chargeable with any duty as evidence in any court of civil judicature in any part of the United Kingdom, or before any arbitrator or referee, notice shall be taken by the judge, arbitrator, or referee of any omission or insufficiency of the stamp thereon, and if the instrument is one

which may legally be stamped after the execution thereof, it may, on payment to the officer of the court whose duty it is to read the instrument, or to the arbitrator or referee, of the amount of the unpaid duty, and the penalty payable on stamping the same, and of a further sum of one pound, be received in evidence, saving all just exceptions on other grounds.

(2.) The officer, or arbitrator, or referee receiving the duty and penalty shall give a receipt for the same, and make an entry in a book kept for that purpose of the payment and of the amount thereof, and shall communicate to the Commissioners the name or title of the proceeding in which, and of the party from whom, he received the duty and penalty, and the date and description of the instrument, and shall pay over to such person as the Commissioners may appoint the money received by him for the duty and penalty.

(3.) On production to the Commissioners of any instrument in respect of which any duty or penalty has been paid, together with the receipt, the payment of the duty and penalty shall be denoted on the instrument.

(4.) Save as aforesaid, an instrument executed in any part of the United Kingdom, or relating, wheresoever executed, to any property situate, or to any matter or thing done or to be done, in any part of the United Kingdom, shall not, except in criminal proceedings, be given in evidence, or be available for any purpose whatever, unless it is duly stamped in accordance with the law in force at the time when it was first executed.

Stamping of Instruments after Execution.

Penalty upon stamping instruments after execution.

15.—(1.) Save where other express provision is in this Act made, any unstamped or insufficiently stamped instrument may be stamped after the execution thereof, on payment of the unpaid duty and a penalty of ten pounds, and also by way of further penalty, where the unpaid duty exceeds ten pounds, of interest on such duty, at the rate of five pounds per centum per annum, from the day upon which the instrument was first executed up to the time when the amount of interest is equal to the unpaid duty.

(2.) In the case of such instruments herein-after mentioned as are chargeable with ad valorem duty, the following provisions shall have effect:

(*a.*) The instrument, unless it is written upon duly stamped material, shall be duly stamped with the proper ad valorem duty before the expiration of thirty days after it is first executed, or after it has been first received in the United Kingdom in case it is first executed at any place out of the United Kingdom, unless the opinion of the Commissioners with respect to the amount of duty with which the instrument is chargeable, has, before such expiration, been required under the provisions of this Act:

(*b.*) If the opinion of the Commissioners with respect to any such instrument has been required, the instrument shall be stamped in accordance with the assessment of the Commissioners within fourteen days after notice of the assessment:

(*c.*) If any such instrument executed after the sixteenth day of May one thousand eight hundred and eighty-eight has not been or is not duly stamped in conformity with the foregoing provisions of this sub-section, the person in that behalf herein-after specified shall incur a fine of ten pounds, and in addition to the penalty payable on stamping the instrument there shall be paid a further penalty equivalent to the stamp duty thereon, unless a reasonable excuse for the delay in stamping, or the omission to stamp, or the insufficiency of stamp, be afforded to the satisfaction of the Commissioners, or of the court, judge, arbitrator, or referee before whom it is produced:

(*d.*) The instruments and persons to which the provisions of this sub-section are to apply are as follows:—

Title of Instrument as described in the First Schedule to this Act.	Person liable to Penalty.
Bond, covenant, or instrument of any kind whatsoever.	The obligee, covenantee, or other person taking the security.
Conveyance on sale - - -	The vendee or transferee.
Lease or tack - - - -	The lessee.
Mortgage, bond, debenture, covenant, and warrant of attorney to confess and enter up judgment.	The mortgagee or obligee; in the case of a transfer or reconveyance, the transferee, assignee, or disponee, or the person redeeming the security.
Settlement - - - - -	The settlor.

(3.) Provided that save where other express provision is made by this Act in relation to any particular instrument:

(*a.*) Any unstamped or insufficiently stamped instrument which has been first executed at any place out of the United Kingdom, may be stamped, at any time within thirty days after it has been first received in the United Kingdom, on payment of the unpaid duty only: and

(*b.*) The Commissioners may, if they think fit, at any time within three months after the first execution of any instrument, mitigate or remit any penalty payable on stamping.

(4.) The payment of any penalty payable on stamping is to be denoted on the instrument by a particular stamp.

Entries upon Rolls, Books, &c.

Rolls, books, &c. to be open to inspection.

16. Every public officer having in his custody any rolls, books, records, papers, documents, or proceedings, the inspection whereof may tend to secure any duty, or to prove or lead to the discovery of any fraud or omission in relation to any duty, shall at all reasonable times permit any person thereto authorised by the Commissioners to inspect the rolls, books, records, papers, documents, and proceedings, and to take such notes and extracts as he may deem necessary, without fee or reward, and in case of refusal shall for every offence incur a fine of ten pounds.

Penalty for enrolling, &c. instrument not duly stamped.

17. If any person whose office it is to enrol, register, or enter in or upon any rolls, books, or records any instrument chargeable

with duty, enrols, 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.

Mode of denoting duty.

18. The duty payable upon an admission is to be denoted on the instrument of admission delivered to the person admitted, if there be any such instrument, or if not, on the register, entry, or memorandum of the admission in the rolls, books, or records of the court, inn, college, borough, burgh, company, corporation, guild, or society in which the admission is made, and in cases in which no instrument of admission is delivered, and no register, entry, or memorandum is made, on the receipt or warrant for admission.

Penalty on officers for neglect to make duly stamped documents or entries.

19. If any person whose office it is to prepare or deliver out any instrument of admission chargeable with duty, or to register, enter, or make any memorandum of any admission in respect of which no instrument of admission is delivered to the person admitted, neglects or refuses, within one month after the admission, to prepare a duly stamped instrument of admission, or to make a duly stamped register, entry, or memorandum of the admission, as the case may require, he shall incur a fine of ten pounds.

Admissions to the Degree of a Barrister-at-Law in Ireland, and of Students to the Society of King's Inns, in Dublin.

Distinct accounts to be kept of certain sums payable to King's Inns, Dublin.

20. Distinct accounts are to be kept of the sums following; that is to say,—

(*a.*) Ten pounds, part of the duty of fifty pounds payable on the admission to the degree of a barrister-at-law in Ireland of a person not previously admitted to that degree in England, or as an advocate in Scotland:

(*b.*) Ten pounds, payable for duty on the like admission of a person who has been previously admitted to the said degree in England, or as an advocate in Scotland:

(*c.*) Ten pounds, part of the duty payable on the admission of a person as a student of the Society of King's Inns, in Dublin:

And the said sums are respectively to be paid over by the Commissioners to the treasurer of the Society of King's Inns, in Dublin, to be applied by him according to the directions of the society.

Admission of member of Inn of Court as student of King's Inns.

21. If any person who has been duly admitted a member of one of the Inns of Court in England is afterwards duly admitted a student of the Society of King's Inns in Dublin, the duty paid by him in respect of his former admission is, on application made within six months after the last admission, to be allowed and returned to him.

Agreements.

Duty may be denoted by adhesive stamp.

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

Certain mortgages of stock to be chargeable as agreements.

23.—(1.) Every instrument under hand only (not being 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.

Appraisements to be written out.

24.—(1.) Every appraiser, by whom an appraisement or valuation chargeable with stamp duty is made, shall, within 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 so to do, or in any other manner discloses the amount of the appraisement or valuation, he shall incur a fine of fifty pounds.

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

Instruments of Apprenticeship.

Meaning of instrument of apprenticeship.

25. Every writing relating to the service or tuition of any apprentice, clerk, or servant placed with any master to learn any profession, trade, or employment (except articles of clerkship to a solicitor or law agent or writer to the signet) is to be deemed an instrument of apprenticeship.

Articles of Clerkship.

Articles in Scotland not to be charged with more than one duty of 60*l*.

26.—(1.) Where the same articles are a qualification for the admission of any person as a law agent to practise before the Court of Session, and also as a law agent to practise before a sheriff court in Scotland, the articles are not to be charged with any further duty than sixty pounds.

(2.) Where any person has become bound by duly stamped articles in order to his admission as a law agent to practise before a sheriff court in Scotland, the articles shall, on payment of such further amount of duty as, together with the amount previously paid thereon, will make up the sum of sixty pounds, be impressed with a stamp denoting the payment of the further duty, and shall

thereupon be considered to be sufficiently stamped for entitling the person to admission as a law agent to practise before the Court of Session.

Terms upon which articles may be stamped after execution.

27. Save as herein-before provided, articles of clerkship are not to be stamped at any time after the date thereof, except upon payment of penalties, as follows:

(*a.*) If brought to be stamped within one year after date, ten pounds:

(*b.*) If so brought after one year, and within five years after date,—

For every complete year, and also for any additional part of a year elapsed since the date, ten pounds:

(*c.*) In every other case, fifty pounds.

Distinct account to be kept of 14*l.* payable to King's Inns.

28. The sum of fourteen pounds, part of the duty payable on articles of clerkship in Ireland, shall be carried to a separate account, and paid over by the Commissioners to the treasurer of the Society of King's Inns in Dublin, to be applied by him according to the directions of the said society.

Bank Notes, Bills of Exchange and Promissory Notes.

Meaning of banker and bank note.

29. For the purposes of this Act the expression "banker" means any person carrying on the business of banking in the United Kingdom, and the expression "Bank note" includes—

(*a.*) Any bill of exchange or promissory note issued by any banker, other than the Bank of England, for the payment of money not exceeding one hundred pounds to the bearer on demand; and

(*b.*) Any bill of exchange or promissory note so issued which entitles or is intended to entitle the bearer or holder thereof, without indorsement or without any further or other indorsement than may be thereon at the time of the issuing thereof, to the payment of money not exceeding one hundred pounds on demand, whether the same be so expressed or not and in whatever form, and by whomsoever the bill or note is drawn or made.

Bank notes may be re-issued.

30. A bank note issued duly stamped, or issued unstamped by a banker duly licensed or otherwise authorised to issue unstamped bank notes, may be from time to time re-issued without being liable to any stamp duty by reason of the re-issuing.

Penalties for issuing or receiving an unstamped bank note.

31.—(1.) If any banker, not being duly licensed or otherwise authorised to issue unstamped bank notes, issues, or permits to be issued, any bank note not being duly stamped, he shall incur a fine of fifty pounds.

(2.) If any person receives or takes in payment or as a security any bank note issued unstamped contrary to law, knowing the same to have been so issued, he shall incur a fine of twenty pounds.

Meaning of "bill of exchange."

32. For the purposes of this Act 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."

33.—(1.) For the purposes of this Act 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.

Provisions for use of adhesive stamps on bills and notes.

34.—(1.) The fixed duty of one penny on a bill of exchange payable on demand or at sight or on presentation may be denoted by an adhesive stamp, which, where the bill is drawn in the United Kingdom, is to 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 United Kingdom are to be denoted by adhesive stamps.

Provisions as to stamping foreign bills and notes.

35.—(1.) Every person into whose hands any bill of exchange or promissory note drawn or made out of the United Kingdom, comes in the United Kingdom 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.

(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 fine or penalty incurred by him for not cancelling an adhesive stamp.

As to bills and notes purporting to be drawn abroad.

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

Terms upon which bills and notes may be stamped after execution.

37.—(1.) Where a bill of exchange or promissory note has been written on material bearing an impressed stamp of sufficient amount but of improper denomination, it may be stamped with the proper stamp on payment of the duty, and a penalty of forty shillings if the bill or note be not then payable according to its tenor, or of ten pounds if the same be so payable.

(2.) Except as aforesaid, no bill of exchange or promissory note shall be stamped with an impressed stamp after the execution thereof.

Penalty for issuing, &c. any unstamped bill or note.

38.—(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 fine 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, 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 fine or penalty incurred by him in relation to such bill.

One bill only of a set need be stamped.

39. 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.

Bills of Lading.

Bills of lading.

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

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

Bills of Sale.

41. A bill of sale is not to be registered under any Act for the time being in force relating to the registration of bills of sale unless the original, duly stamped, is produced to the proper officer. Bills of sale.

Bonds given in Relation to the Duties of Excise.

42. If any person required by any Act for the time being in force or by the Commissioners, or any of their officers, to give or enter into any bond for or in respect of any duty of excise, or for preventing any fraud or evasion in relation to any such duty, or for any matter or thing relating thereto, includes in one and the same bond any goods or things belonging to more persons than one, not being partners or joint tenants, or tenants in common, he shall for every offence incur a fine of fifty pounds. Bonds not to include goods, &c. belonging to more than one person.

Certificates of Solicitors and others.

43.—(1.) Every person who in any part of the United Kingdom— Penalty for practising without certificate, or making false statement on application for certificate.

(*a.*) Directly or indirectly acts or practises as a solicitor or law agent in any court, or as a notary public, without having in force at the time a duly stamped certificate; or

(*b.*) On applying for his certificate does not truly specify the facts and circumstances upon which the amount of duty chargeable upon the certificate depends:

shall incur a fine of fifty pounds, and shall be incapable of maintaining any action or suit for the recovery of any fee, reward, or disbursement on account of or in relation to any act or proceeding done or taken by him in any such capacity.

(2.) Every person in whose name, either alone or together with any other person, any proceeding is taken in any court, shall, unless the proceeding is set aside by the court as irregular, or unless the contrary is otherwise satisfactorily proved, be deemed to have acted in the proceeding.

(3.) Nothing in this Act shall require a stamped certificate to be taken out by a person who is by law authorised to act as solicitor of a public department without admission, or by any assistant or clerk or officer appointed to act under the direction of such solicitor. Penalty on unqualified persons preparing instruments.

44. Every person who (not being a barrister, or a duly certificated solicitor, law agent, writer to the signet, notary public, conveyancer, special pleader, or draftsman in equity) either directly or indirectly, for or in expectation of any fee, gain, or reward, draws or prepares any instrument relating to real or personal estate, or any proceeding in law or equity, shall incur a fine of fifty pounds.

Provided as follows:

(1.) This section does not extend to—

(*a.*) Any public officer drawing or preparing instruments in the course of his duty; or

(*b.*) Any person employed merely to engross any instrument or proceeding.

(2.) The expression "instrument" in this section does not include—

(*a.*) A will or other testamentary instrument; or

(*b.*) An agreement under hand only; or

(*c.*) A letter or power of attorney; or

(*d.*) A transfer of stock containing no trust or limitation thereof.

One certificate only required.

45. It shall not be necessary for any person required to take out a stamped certificate to take out in England, or in Scotland, or in Ireland more than one certificate for any one year.

Solicitors certificates in England and Ireland.

46. The certificates of solicitors in England and Ireland are to be applied for, taken out, issued, dated, and stamped,—

(*a.*) In England, in accordance with the provisions in that behalf of the Solicitors Acts, 1843, 1860, 1877, and 1888;

(*b.*) In Ireland, in accordance with the provisions in that behalf of the Attorneys and Solicitors Act, Ireland, 1866.

Other certificates.

47. Every person required to take out a certificate to authorise him to practise:—

(*a.*) In Scotland, as a law agent or writer to the signet; or

(*b.*) In England or Ireland, as a conveyancer, special pleader, or draftsman in equity; or

(*c.*) In any part of the United Kingdom, as a notary public;

shall in every year before he does any act in any of the aforesaid capacities, deliver to the Commissioners, or to their proper officer, in such manner and form as they direct, a note in writing stating his full name and the place where he carries on his business, and thereupon, and upon payment of the proper duty, shall be entitled to a certificate, which is to be duly stamped and issued to him by the Commissioners.

Date and duration of certain certificates.

48. The certificates in this section specified are to be dated and to expire at the times herein-after in that behalf mentioned; that is to say,

(*a.*) The certificates of law agents, writers to the signet, and notaries public in Scotland, and of conveyancers, special pleaders, and draftsmen in equity in England, are to be dated, if taken out between the thirty-first of October and the first of December, on the first of November, and if taken out at any other time, on the day on which they are issued, and are in all cases to expire on the thirty-first of October next after their date.

(*b.*) The certificates of notaries public in England are to be dated, if taken out between the fifteenth of November and the sixteenth of December, on the sixteenth of November, and if taken out at any other time, on the day on which they are issued, and are in all cases to expire on the fifteenth of November next after their date.

(3.) The certificates of conveyancers, special pleaders, draftsmen in equity, and notaries public in Ireland are to be dated on the day on which they are issued, and are to expire, as to the certificates of notaries public, on the twenty-fifth day of March next after their date, and in all other cases on the sixth day of January next after their date.

Charter-parties.

Provisions as to duty on charter-party.

49.—(1.) For the purposes of this Act 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.

(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.

Charter-parties executed abroad.

50. Where a charter-party is first executed out of the United Kingdom without being duly stamped, any party thereto may, within ten days after it has been first received in the United Kingdom, and before it has been executed by any person in the United Kingdom, 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.

Terms upon which charter-parties may be stamped after execution.

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

(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.

Contract Notes.

Provisions as to contract notes.

52.—(1.) For the purposes of this Act the expression "contract note" means the note sent by a broker or agent to his principal (except where such principal is acting as broker or agent for a principal) advising him of the sale or purchase of any stock or marketable security.

(2.) Where a note advises the sale or purchase of more than one description of stock or marketable security, the note shall be deemed to be as many contract notes as there are descriptions of stock or security sold or purchased.

(3.) The duty of one penny on a contract note may be denoted by an adhesive stamp, and the duty of sixpence on a contract note is to be denoted by an adhesive stamp appropriated to a contract note.

(4.) Every adhesive stamp on a contract note is to be cancelled by the person by whom the note is executed.

Penalty for not making a stamped note.

53.—(1.) Any person who effects any sale or purchase of any stock or marketable security, of the value of five pounds or upwards, as a broker or agent, shall forthwith make and execute a contract note and transmit the same to his principal, and in default of so doing shall incur a fine of twenty pounds.

(2.) Every person who makes or executes any contract note chargeable with duty, and not being duly stamped, shall incur a fine of twenty pounds.

(3.) No broker, agent, or other person shall have any legal claim to any charge for brokerage, commission, or agency, with reference to the sale or purchase of any stock or marketable security of the value of five pounds or upwards mentioned or referred to in any contract note, unless the note is duly stamped.

(4.) The duty of sixpence upon a contract note may be added to the charge for brokerage or agency.

Conveyances on Sale.

Meaning of "conveyance on sale."

54. For the purposes of this Act the expression "conveyance on sale" includes every instrument, and every decree or order of any court or of any commissioners, 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.

How ad valorem duty to be calculated in respect of stock and securities.

55.—(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.

How consideration consisting of periodical payments to be charged.

56.—(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.

57. 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. How conveyance in consideration of a debt, &c., to be charged.

58.—(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 of 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.

Certain contracts to be chargeable as conveyances on sale.

59.—(1.) Any contract or agreement made in England or Ireland under seal, or under hand only, or made in Scotland, with or without any clause of registration, for the sale of any equitable estate or interest in any property whatsoever, or for the sale of any estate or interest in any property except lands, tenements, hereditaments, or heritages, or property locally situate out of the United Kingdom, or goods, wares or merchandise, or stock, or marketable securities, or any ship or vessel, or part interest, share, or property of or in any ship or vessel, shall be charged with the same ad valorem duty, to be paid by the purchaser, as if it were an actual conveyance on sale of the estate, interest, or property contracted or agreed to be sold.

(2.) Where the purchaser has paid the said ad valorem duty and before having obtained a conveyance or transfer of the property, enters into a contract or agreement for the sale of the same, the contract or agreement shall be charged, if the consideration for that sale is in excess of the consideration for the original sale, with the ad valorem duty payable in respect of such excess consideration, and in any other case with the fixed duty of ten shillings or of sixpence, as the case may require.

(3.) Where duty has been duly paid in conformity with the foregoing provisions, the conveyance or transfer made to the purchaser or sub-purchaser, or any other person on his behalf or by his direction, shall not be chargeable with any duty, and the Commissioners, upon application, either shall denote the payment of the ad valorem duty upon the conveyance or transfer, or shall transfer the ad valorem duty thereto upon production of the contract or agreement, or contracts or agreements, duly stamped.

(4.) Provided that where any such contract or agreement is stamped with the fixed duty of ten shillings or of sixpence, as the case may require, the contract or agreement shall be regarded as duly stamped for the mere purpose of proceedings to enforce specific performance or recover damages for the breach thereof.

(5.) Provided also that where any such contract or agreement is stamped with the said fixed duty, and a conveyance or transfer made in conformity with the contract or agreement is presented to the Commissioners for stamping with the ad valorem duty chargeable thereon within the period of six months after the first execution of the contract or agreement, or within such longer period as the Commissioners may think reasonable in the circumstances of the case, the conveyance or transfer shall be stamped accordingly, and the same, and the said contract or agreement, shall be deemed to be duly stamped. Nothing in this proviso shall alter or affect the provisions as to the stamping of a conveyance or transfer after the execution thereof.

(6.) Provided also, that the ad valorem duty paid upon any such contract or agreement shall be returned by the Commissioners in case the contract or agreement be afterwards rescinded or annulled, or for any other reason be not substantially performed or carried

into effect, so as to operate as or be followed by a conveyance or transfer.

As to sale of an annuity or right not before in existence.

60. 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 an actual grant or conveyance, and is for the purposes of this Act to be deemed an instrument of conveyance on sale.

Principal instrument, how to be ascertained.

61.—(1.) In the cases herein-after specified the principal instrument is to be ascertained in the following manner:

(*a.*) Where any copyhold or customary estate is conveyed by a deed, no surrender being necessary, the deed is to be deemed the principal instrument:

(*b.*) In other cases of copyhold or customary estates, the surrender or grant, if made out of court, or the memorandum thereof, and the copy of court roll of the surrender or grant, if made in court, is to be deemed the principal instrument:

(*c.*) Where in Scotland there is a disposition or assignation executed by the seller, and any other instrument is executed for completing the title, the disposition or assignation is to be deemed the principal instrument.

(2.) In any other case the parties may determine for themselves which of several instruments is to be deemed the principal instrument, and may pay the ad valorem duty thereon accordingly.

Conveyances on any Occasion except Sale or Mortgage.

What is to be deemed a conveyance on any occasion, not being a sale or mortgage.

62. Every instrument, and every decree or order of any court or of any commissioners, 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.

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

Attested Copies and Extracts.

Stamping of certain copies and extracts after attestation.

63. An attested or otherwise authenticated copy or extract of or from—

(1.) An instrument chargeable with any duty;

(2.) An original will, testament, or codicil;

(3.) The probate or probate copy of a will or codicil;

(4.) Letters of administration or a confirmation of a testament;

may be stamped at any time within fourteen days after the date of the attestation or authentication on payment of the duty only.

Certified Copies and Extracts from Registers of Births, &c.

Duty may be denoted by adhesive stamp.

64. The duty upon a certified copy or extract of or from any register of births, baptisms, marriages, deaths, or burials is to be paid by the person requiring the copy or extract, and may be denoted by an adhesive stamp, which is to be cancelled by the person by whom the copy or extract is signed before he delivers the same out of his hands, custody, or power.

Copyhold and Customary Estates.

Provisions as to payment of duty.

65.—(1.) No instrument is to be charged more than once with duty by reason of relating to several distinct tenements, in respect whereof several fines or fees are due to the lord or steward of the manor.

(2.) The copy of court roll of a surrender or grant made out of court shall not be admissible or available as evidence of the surrender or grant, unless the surrender or grant, or the memorandum thereof, is duly stamped, of which fact the certificate of the steward of the manor on the face of the copy shall be sufficient evidence.

(3.) The entry upon the court rolls of a surrender or grant shall not be admissible or available as evidence of the surrender or grant unless the surrender or grant, if made out of court, or the memorandum thereof, or the copy of court roll of the surrender or grant, if made in court, is duly stamped, of which fact the certificate of the steward of the manor in the margin of the entry shall be sufficient evidence.

Facts affecting duty to be stated in note.

66.—(1.) All the facts and circumstances affecting the liability to duty of the copy of court roll of any surrender or grant made in court, or the amount of duty with which any such copy of court roll is chargeable, are to be fully and truly stated in a note to be delivered to the steward of the manor before the surrender or grant is made.

(2.) The steward of every manor shall refuse—

(*a.*) To accept in court any surrender, or to make in court any grant, until such a note as is required by this section has been delivered to him; or

(*b.*) To enter on the court rolls, or accept any presentment of, or admit any person to be tenant under or by virtue of, any surrender or grant made out of court, or any deed which is not duly stamped:

And in any case in which he does not so refuse shall incur a fine of fifty pounds.

(3.) If any person with intent to defraud Her Majesty,—

(*a.*) Makes in court any surrender before such a note as aforesaid has been delivered to the steward of the manor; or

(*b.*) Being employed or concerned in or about the preparation of any such note as aforesaid, neglects or omits fully and truly to state therein all the above-mentioned facts and circumstances;

he shall incur a fine of fifty pounds.

Steward to make out duly stamped copies.

67. The steward of every manor shall, within four months from the day on which any surrender or grant is made in court, make out a duly stamped copy of court roll of such surrender or grant, and have the same ready for delivery to the person entitled thereto, and in default of so doing shall incur a fine of fifty pounds, and the duty payable in respect of the copy of court roll shall be a debt to Her Majesty from the steward, whether he has received it or not, and if he has not received the duty the same shall also be a debt to Her Majesty from the person entitled to the copy.

68. The steward of any manor may, before he accepts in court any surrender or makes in court any grant, demand the payment of his lawful fees in relation to the surrender or grant, together with the duty payable on the copy of court roll thereof, and may refuse to proceed in the matter or to deliver the copy of court roll to any person until the fees and duty are paid. Steward may refuse to proceed except on payment of his fees and duty.

Delivery Orders.

69.—(1.) For the purposes of this Act the expression "delivery order" means any document or writing entitling, or intended to entitle, any person therein named, or his assigns, or the holder thereof, to the delivery of any goods, wares, or merchandise of the value of forty shillings or upwards lying in any dock or port, or in any warehouse in which goods are stored or deposited on rent or hire, or upon any wharf, such document or writing being signed by or on behalf of the owner of such goods, wares, or merchandise, upon the sale or transfer of the property therein. Provisions as to duty on delivery order.

(2.) A delivery order is to be deemed to have been given upon a sale of, or transfer of the property in, goods, wares, or merchandise of the value of forty shillings or upwards, unless the contrary is expressly stated therein.

(3.) The duty upon a delivery order may be denoted by an adhesive stamp, which is to be cancelled by the person by whom the instrument is made, executed, or issued.

70.—(1.) If any person— Penalty for use of unstamped or untrue order.

(*a.*) Untruly states, or knowingly allows to be untruly stated, in a delivery order, either that the transaction to which it relates is not a sale or transfer of property, or that the goods, wares, or merchandise to which it relates are not of the value of forty shillings; or

(*b.*) Makes, signs, or issues any delivery order chargeable with duty, but not being duly stamped; or

(*c.*) Knowingly, either himself, or by his servant or any other person, delivers, or procures, or authorises the delivery of, any goods, wares, or merchandise mentioned in any delivery order which is not duly stamped, or which contains to his knowledge any false statement with reference either to the nature of the transaction, or the value of the goods, wares, or merchandise,

he shall incur a fine of twenty pounds.

(2.) But a delivery order is not, by reason of the same being unstamped, to be deemed invalid in the hands of the person having the custody of, or delivering out, the goods, wares, or merchandise therein mentioned, unless such person is proved to have been party or privy to some fraud on the revenue in relation thereto.

71. The duty upon a delivery order is, in the absence of any special stipulation, to be paid by the person to whom the order is given, and any person from whom a delivery order chargeable with duty is required may refuse to give it, unless or until the amount of the duty is paid to him. By whom duty on delivery order to be paid.

Duplicates and Counterparts.

Provision as to duplicates and counterparts.

72. 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 thereon that the full and proper duty has been paid upon the original instrument of which it is the duplicate or counterpart.

Exchange and Partition or Division.

As to exchange, &c.

73. Where upon the exchange of any real or heritable property for any other real or heritable property, or upon the 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 or 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 herein-before provided in the case of several instruments of conveyance.

Grants of Honours and Dignities.

Duty to be charged in respect of highest rank.

74.—(1.) Where two or more honours or dignities are granted by the same letters patent to the same person, such letters patent are to be charged with the proper duty in respect of the highest in point of rank only.

(2.) Where any honour or dignity is granted to any person in remainder, the letters patent are to be charged with such further duty in respect of every remainder as would be payable for an original grant of the same honour or dignity.

Leases.

Agreements for not more than thirty-five years to be charged as leases.

75.—(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, &c.

76.—(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.

Directions as to duty in certain cases.

77.—(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.

(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.

14 & 15 Vict. c. cxxviii.

(4.) A lease for a definite term exceeding thirty-five years granted under the Trinity College (Dublin) Leasing and Perpetuity Act, 1851, is not to be charged with any higher duty than would have been chargeable thereon if it had been a lease for a definite term not exceeding thirty-five years.

(5.) 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.

Duty in certain cases may be denoted by adhesive stamp.

78.—(1.) The duty upon an instrument chargeable with duty as a lease or tack of—

(*a.*) any dwelling-house, or part of a dwelling-house, for a definite term not exceeding a year at a rent not exceeding the rate of ten pounds per annum; or

(*b.*) any furnished dwelling-house or apartments for any definite term less than a year;

and upon the duplicate or counterpart of any such instrument, may be denoted by an adhesive stamp, which is to be cancelled by the person by whom the instrument is first executed.

(2.) Every person who executes, or prepares or is employed in preparing, any such instrument (except letters or correspondence) which is not, at or before the execution thereof, duly stamped, shall incur a fine of five pounds.

Letters of Allotment or Renunciation, Scrip Certificates, and Scrip.

Provisions as to letters of allotment, &c.

79.—(1.) Every person who executes, grants, issues, or delivers out any document chargeable with duty as a letter of allotment, letter of renunciation, or scrip certificate, or as scrip, before the same is duly stamped, shall incur a fine of twenty pounds.

(2.) The stamp duty of one penny on a letter of renunciation may be denoted by an adhesive stamp which is to be cancelled by the person by whom the letter of renunciation is executed.

Letters or Powers of Attorney and Voting Papers.

Provisions as to proxies and voting papers.

80.—(1.) Every letter or power of attorney for the purpose of appointing a proxy to vote at a meeting, and every voting paper, hereby respectively charged with the duty of one penny, is to specify the day upon which the meeting at which it is intended to be used is to be held, and is to be available only at the meeting so specified, and any adjournment thereof.

(2.) The duty of one penny may be denoted by an adhesive stamp, which is to be cancelled by the person by whom the instrument is executed, and a letter or power of attorney or voting paper charged with the duty of one penny is not to be stamped after the execution thereof by any person.

(3.) Every person who makes or executes, or votes, or attempts to vote, under or by means of any such letter or power of attorney or voting paper, not being duly stamped, shall incur a fine of fifty pounds, and every vote given or tendered under the authority or by means of the letter or power of attorney or voting paper, shall be void.

Power relating to Government stocks, how to be charged.

81. A letter or power of attorney for the sale, transfer, or acceptance of any of the Government or Parliamentary stocks or funds, duly stamped for that purpose, is not to be charged with any further duty by reason of containing an authority for the receipt of the dividends on the same stocks or funds.

Marketable Securities and Foreign and Colonial Share Certificates.

Meaning of marketable securities for charge of duty and foreign and colonial share certificate.

82.—(1.) Marketable securities for the purpose of the charge of duty thereon include—

(*a.*) A marketable security, made or issued by or on behalf of any company or body of persons corporate or unincorporate formed or established in the United Kingdom; and

(*b.*) A marketable security by or on behalf of any foreign state or government, or foreign or colonial municipal body, corporation, or company (herein-after called a foreign security), bearing date or signed after the third day of June one thousand eight hundred and sixty-two,

(i.) Which is made or issued in the United Kingdom, or

(ii.) Which, though originally issued out of the United Kingdom, has been, after the sixth day of August one thousand eight hundred and eighty-five, or is offered for subscription, and given or delivered to a subscriber in the United Kingdom, or

(iii.) Which, the interest thereon being payable in the United Kingdom, is assigned, transferred, or in any manner negotiated in the United Kingdom; and

(*c.*) A marketable security by or on behalf of any colonial government which if the borrower were a foreign government would be a foreign security (herein-after called a colonial government security).

(2.) For the purposes of this Act the expression "foreign or colonial share certificate" includes any document whatever, being primâ facie evidence of the title of any person as proprietor of, or as having the beneficial interest in, any share or shares or stock or debenture stock or funded debt of any foreign or colonial company or corporation where such person is not registered in respect thereof in a register duly kept in the United Kingdom.

Penalty on issuing, &c. foreign, &c. security not duly stamped.

83. Every person who in the United Kingdom makes, issues, assigns, transfers, negotiates, or offers for subscription, any foreign security or colonial government security not being duly stamped, shall incur a fine of twenty pounds.

Foreign or colonial securities may be stamped without penalty.

84. The Commissioners may at any time, without reference to the date thereof, allow any foreign security or colonial government security to be stamped without the payment of any penalty, upon being satisfied, in any manner that they may think proper, that it was not made or issued, and has not been transferred, assigned, or negotiated within the United Kingdom.

Annual duties to be denoted by adhesive stamps.

85.—(1.) The duties charged upon a marketable security on the occasion of the first transfer by delivery thereof in any year, and upon a foreign or colonial share certificate, on the occasion of the first delivery thereof in any year are to be denoted by adhesive stamps appropriated by words and figures on the face thereof to the duties and the year.

(2.) Every person who delivers or transfers, or is concerned as broker or agent in delivering or transferring, any instrument chargeable with any duty so payable, and not being duly stamped, shall incur a fine of twenty pounds.

(3.) Where the holder of any foreign or colonial share certificate bearing the stamp for any year shall, in the course of the year, cause himself to be registered in the register of the foreign or colonial company or corporation to which it relates, and shall obtain a new certificate consequent upon the registration, the Commissioners may, subject to such regulations as they may prescribe, stamp the new certificate for the same year without payment of duty.

Mortgages, &c.

Meaning of "mortgage."

86.—(1.) For the purposes of this Act 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 may become due upon an account current, together with any sum already advanced or due, or without, as the case may be;

And includes—

(*a.*) Conditional surrender by way of mortgage, further charge, wadset, and heritable bond, disposition, assignation, or tack in security, and eik to a reversion of or affecting any lands, estate, or property, real or personal, heritable or moveable, whatsoever: and

(*b.*) Any deed containing an obligation to infeft any person in an annual rent, or in lands or other heritable subjects in Scotland, under a clause of reversion, but without any personal bond or obligation therein contained for payment of the money or stock intended to be secured: and

(*c.*) 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

(*d.*) 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

(*e.*) Any agreement (other than an agreement chargeable with duty as an equitable mortgage), contract, or bond accompanied with a deposit of title deeds for making a mortgage, wadset, or any other security or conveyance as aforesaid of any lands, estate, or property comprised in the title deeds, or for pledging or charging the same as a security: and

(*f.*) Any deed whereby a real burden is declared or created on lands or heritable subjects in Scotland: and

(*g.*) Any deed operating as a mortgage of any stock or marketable security.

(2.) For the purpose of this Act the expression "equitable mortgage" means an agreement or memorandum, under hand only, relating to the deposit of any title deeds or instruments constituting or being evidence of the title to any property whatever (other than stock or marketable security), or creating a charge on such property.

Direction as to duty in certain cases.

87.—(1.) A security for the transfer or retransfer 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 reconveyance, 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 rentcharge, 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.) Where any copyhold or customary lands or hereditaments are mortgaged alone by means of a conditional surrender or grant, the ad valorem duty is to be charged on the surrender or grant, if made out of court, or the memorandum thereof, and on the copy of court roll of the surrender or grant, if made in court.

(5.) Where any copyhold or customary lands or hereditaments are mortgaged, together with other property, for securing the same money or the same stock, the ad valorem duty is to be charged on the instrument relating to the other property, and the surrender or grant, or the memorandum thereof, or the copy of court roll of the surrender or grant, as the case may be, is not to be charged with any higher duty than ten shillings.

(6.) 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.

Security for future advances, how to be charged.

88.—(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.

(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.) 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.

Exemption from stamp duty in favour of benefit building societies restricted.

89. The exemption from stamp duty conferred by the Act of the Session held in the sixth and seventh years of King William the Fourth, chapter thirty-two, for the regulation of benefit building societies, shall not extend to any mortgage made after the thirty-first day of July one thousand eight hundred and sixty-eight, except a mortgage by a member of a benefit building society for securing the repayment to the society of money not exceeding five hundred pounds.

Notarial Acts.

Duty may be denoted by adhesive stamp.

90. 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 is to be cancelled by the notary.

Policies of Insurance.

Meaning of policy of insurance.

91. For the purposes of this Act 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.

92.—(1.) For the purposes of this Act 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, merchandise, 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, merchandise, 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, merchandise, or property of any description whatever while on board of any ship or vessel, or engages to indemnify the owner of any such goods, merchandise, or property from any risk, loss, or damage, such agreement or engagement shall be deemed to be a contract for sea insurance.

Contract to be in writing. 25 & 26 Vict. c. 63.

93.—(1.) A contract for sea insurance (other than such insurance as is referred to in the fifty-fifth section of the Merchant Shipping Act Amendment Act, 1862) shall not be valid unless the same is expressed in a policy of sea insurance.

(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.

Policy for voyage and time chargeable with two duties.

94. 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.

No policy valid unless duly stamped.

95.—(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,

(*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 United Kingdom, may be stamped at any time within ten days after it has been first received in the United Kingdom 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.

Legal alterations in policies may be made under certain restrictions.

96. Nothing in this Act 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.

Penalty on assuring unless policy duly stamped.

97.—(1.) If any person—

(*a.*) becomes an assurer upon any sea insurance, or enters into any contract for sea insurance, or directly or indirectly receives or contracts or takes credit in account for any premium or consideration for any sea insurance, or knowingly takes upon himself any risk, or renders himself liable to pay, or pays, any sum of money upon any loss, peril, or contingency relative to any sea insurance, unless the insurance is expressed in a policy of sea insurance duly stamped, or

(*b.*) makes or effects, or knowingly procures to be made or effected, any sea insurance, or directly or indirectly gives or pays, or renders himself liable to pay, any premium, or consideration for any sea insurance, or enters into any contract for sea insurance, unless the insurance is expressed in a policy of sea insurance duly stamped, or

(*c.*) is concerned in any fraudulent contrivance or device, or is guilty of any wilful act, neglect, or omission, with intent to evade the duties payable on policies of sea insurance, or whereby the duties may be evaded,

he shall for every such offence incur a fine of one hundred pounds.

(2.) Every broker, agent, or other person negotiating or transacting any sea insurance contrary to the true intent and meaning of this Act, or writing any policy of sea insurance upon material not duly stamped, shall for every such offence incur a fine of one hundred pounds, and shall not have any legal claim to any charge for brokerage, commission, or agency, or for any money expended or paid by him with reference to the insurance, and any money paid to him in respect of any such charge shall be deemed to be paid without consideration, and shall remain the property of his employer.

(3.) If any person makes or issues, or causes to be made or issued, any document purporting to be a copy of a policy of sea insurance, and there is not at the time of the making or issue in existence a policy duly stamped whereof the said document is a copy, he shall for such offence in addition to any other fine or penalty to which he may be liable incur a fine of one hundred pounds.

Policies of Insurance except Policies of Sea Insurance.

Meaning of policy of life insurance and policy of insurance against accident.

98.—(1.) For the purposes of this Act the expression "policy of life insurance" means a policy of insurance upon any life or lives or upon any event or contingency relating to or depending upon any life or lives except a policy of insurance against accident; and the expression "policy of insurance against accident" means a policy of insurance for any payment agreed to be made upon the death of any person only from accident or violence or otherwise than from a natural cause, or as compensation for personal injury, and includes any notice or advertisement in a newspaper or other publication which purports to insure the payment of money upon the death of or injury to the holder or bearer of the newspaper or publication containing the notice only from accident or violence or otherwise than from a natural cause.

(2.) A policy of insurance against accident is not to be charged with any further duty than one penny by reason of the same extending to any payment to be made during sickness or incapacity from personal injury.

Duty on certain policies may be denoted by adhesive stamp.

99. The duty of one penny upon a policy of insurance other than a policy of sea insurance or life insurance may be denoted by an adhesive stamp, which is to be cancelled by the person by whom the policy is first executed.

Penalty for not making out policy, or making, &c. any policy not duly stamped.

100. Every person who—

(1.) Receives, or takes credit for, any premium or consideration for any insurance other than a sea insurance, and does not, within one month after receiving, or taking credit for, the premium or consideration, make out and execute a duly stamped policy of insurance; or

(2.) 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 any policy other than a policy of sea insurance which is not duly stamped;

shall incur a fine of twenty pounds.

Receipts.

Provisions as to duty upon receipts.

101.—(1.) For the purposes of this Act 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.

(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.

Terms upon which receipts may be stamped after execution.

102. A receipt given without being stamped may be stamped with an impressed stamp upon the terms following; that is to say,

(1.) Within fourteen days after it has been given, on payment of the duty and a penalty of five pounds;

(2.) After fourteen days, but within one month, after it has been given, on payment of the duty and a penalty of ten pounds;

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

Penalty for offences in reference to receipts.

103. If any person—

(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 a payment to the amount of two pounds or upwards gives a receipt for a sum not amounting to two pounds, or separates or divides the amount paid with intent to evade the duty;

he shall incur a fine of ten pounds.

Settlements.

As to settlement of policy or security.

104.—(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.

(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.

105. 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.

106.—(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.

Penalty for issuing share warrant not duly stamped.

107. 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.

Meaning of stock certificate to bearer.

38 & 39 Vict. c. 83.

108. For the purposes of this Act, the expression "stock certificate to bearer" includes every stock certificate to bearer issued after the third day of June one thousand eight hundred and eighty-one, under the provisions of the Local Authorities Loans Act, 1875, or of any other Act authorising the creation of debenture stock, county stock, corporation stock, municipal stock, or funded debt, by whatever name known.

Penalty for issuing stock certificate unstamped.

109.—(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.

Transfers of Shares in Cost Book Mines.

Duty may be denoted by adhesive stamp.

110.—(1.) The duty upon a request or authority to the purser or other officer of a mining company conducted on the cost book system to enter or register the transfer of any share or part of a share of the mine, and the duty upon a notice to such purser or officer of any such transfer, may be denoted by an adhesive stamp, which is to be cancelled by the person by whom the request, authority, or notice is written or executed.

(2.) Every person who writes or executes any such request, authority, or notice, not being duly stamped, and every purser or other officer of any such company who in any manner obeys, complies with, or gives effect to any such request, authority, or notice, not being duly stamped, shall incur a fine of twenty pounds.

Warrants for Goods.

Provisions as to warrants for goods.

111.—(1.) For the purposes of this Act the expression "warrant for goods" means any document or writing, being evidence of the title of any person therein named, or his assigns, or the holder thereof, to the property in any goods, wares, or merchandise lying in any warehouse or dock, or upon any wharf, and signed or certified by or on behalf of the person having the custody of the goods, wares, or merchandise.

(2.) The duty upon a warrant for goods may be denoted by an adhesive stamp, which is to be cancelled by the person by whom the instrument is made, executed, or issued.

(3.) Every person who makes, executes, or issues, or receives or takes by way of security or indemnity, any warrant for goods not being duly stamped, shall incur a fine of twenty pounds.

PART III.

SUPPLEMENTAL.

Duty on Capital of Companies.

Charge of duty on capital of limited liability companies.

112. A statement of the amount which is to form the nominal share capital of any company to be registered with limited liability shall be delivered to the Registrar of Joint Stock Companies in England, Scotland, or Ireland, and a statement of the amount of any increase of registered capital of any company now registered or to be registered with limited liability shall be delivered to the said registrar, and every such statement shall be charged with an ad valorem stamp duty of two shillings for every one hundred pounds and any fraction of one hundred pounds over any multiple of one hundred pounds of the amount of such capital or increase of capital as the case may be.

Charge of duty on capital of companies with limited liability otherwise than

113.—(1.) Where by virtue of any letters patent granted by Her Majesty, or any Act, the liability of the holders of shares in the capital of any corporation or company is limited otherwise than by registration with limited liability under the law in that

under the Companies Acts.

behalf, a statement of the amount of nominal share capital of the corporation or company shall be delivered by the corporation or company to the Commissioners within one month after the date of the letters patent or the passing of the Act; and in case of any increase of the amount of nominal share capital of any corporation or company, whether now existing or to be hereafter formed, being authorised by any letters patent or Act, a statement of the amount of such increase shall be delivered by the corporation or company to the Commissioners within the like period.

(2.) The statement shall be charged with an ad valorem stamp duty of two shillings for every one hundred pounds and any fraction of one hundred pounds over any multiple of one hundred pounds of the amount of such capital or increase of capital as the case may be, and shall be duly stamped accordingly when the same is delivered to the Commissioners.

(3.) In the case of neglect to deliver such a statement as is hereby required to be delivered, the corporation or company shall be liable to pay to Her Majesty a sum equal to ten pounds per centum upon the amount of duty payable, and a like penalty for every month after the first month during which the neglect shall continue.

Composition for certain Stamp Duties.

Composition for stamp duty on transfers of Canadian and colonial stock. 40 & 41 Vict. c. 59.

114.—(1.) By way of composition for stamp duty chargeable on transfers of any stock of the Government of Canada which may be inscribed in books kept in the United Kingdom or of any Colonial stock to which the Colonial Stock Act, 1877, applies, the Government of Canada or other colony, as the case may be, shall pay to the Commissioners a sum as stamp duty calculated at the rate of one shilling and threepence for every ten pounds, and any fraction of ten pounds of the nominal amount of such stock inscribed in the name of each and every stockholder at the date of the composition—

With the addition—

(*a.*) when the period within which the stock is to be redeemed or paid off, or during which annual or other payments in respect of the redemption or payment off of the same are required to be made, exceeds sixty years, but does not exceed one hundred years from that date, of threepence for every such ten pounds or fraction of ten pounds; or

(*b.*) when the said period exceeds one hundred years, or no period is fixed for such redemption or payment off, or no such annual or other payments are required to be made, of sixpence for every such ten pounds or fraction of ten pounds;

and in consideration of the payment transfers of the stock in respect of which the composition has been paid shall be exempt from stamp duty.

(2.) All sums certified by the Commissioners to have been received by way of composition for stamp duty on transfers of stock under this section shall be paid over to the National Debt Commissioners, and shall be applied by them towards the reduction of the National Debt in such manner as the Treasury from time to time direct.

Composition for stamp duty by county councils, &c.

115.—(1.) Any county council or corporation or company may enter into an agreement with the Commissioners, if the Commissioners in their discretion think proper, for the delivery of an account showing the nominal amount of all the stock and funded debt of such county council, corporation, or company or the amount thereof in respect of which payment has been made, if the whole sums payable in respect thereof have not been paid; and after such agreement has been entered into the account shall be immediately delivered to the Commissioners, and a like account shall be delivered half yearly in each year.

(2.) The agreement shall specify the officer of the county council, corporation, or company, whether secretary, treasurer, accountant, or other officer, by whom the accounts are to be delivered, and such officer shall observe the rules in the first part of the Second Schedule to this Act, and is in those rules referred to by the expression "accountable officer."

(3.) There shall be charged by way of composition upon the aggregate amount appearing on every half-yearly account delivered to the Commissioners for every one hundred pounds and any fraction of one hundred pounds of such amount the duty of sixpence as a stamp duty, and so soon as any account has been delivered, and payment of the duty hereby imposed has been made, transfers of any stock or funded debt included in such account, and also any share warrants or stock certificates relating to such stock or funded debt, shall be exempt from duty.

(4.) If the duty charged is not paid upon the delivery of the account it shall be a debt due to Her Majesty from the county council, corporation, or company on whose behalf the account is delivered.

(5.) In the case of wilful neglect to deliver such an account as is hereby required to be delivered, or to pay the duty in conformity with this section, the county council or corporation or company shall be liable to pay to Her Majesty a sum equal to ten pounds per centum upon the amount of duty payable and a like penalty for every month after the first month during which the neglect continues.

(6.) Where an agreement for composition under this section has been entered into by any county council or corporation or company, such county council or corporation or company shall have power, in addition to any fee exigible upon registration of any transfer of stock, or funded debt, as the case may be, or upon issue of any share warrant, or stock certificate relating thereto, to require payment of an amount not exceeding the amount of duty which would have been chargeable upon the transfer or share warrant or stock certificate if no such agreement had been entered into.

Composition for stamp duty on policies of insurance against accident.

116.—(1.) Where any person issuing policies of insurance against accident, shall, in the opinion of the Commissioners, so carry on the business of such insurance as to render it impracticable or inexpedient to require that the duty of one penny be charged and paid upon the policies, the Commissioners may enter into an agreement with that person for the delivery to them of quarterly

accounts of all sums received in respect of premiums on policies of insurance against accident.

(2.) The agreement shall be in such form and shall contain such terms and conditions as the Commissioners may think proper, and the person with whom the agreement is entered into shall observe the rules in the second part of the Second Schedule to this Act.

(3.) After an agreement has been entered into between the Commissioners and any person and during the period for which the agreement is in force, no policy of insurance against accident issued by that person shall be chargeable with any duty, but in lieu of and by way of composition for that duty there shall be charged on the aggregate amount of all sums received in respect of premiums on policies of insurance against accident a duty at the rate of five pounds per centum as a stamp duty.

(4.) If the duty charged is not paid upon the delivery of the account it shall be a debt due to Her Majesty from the person by or on whose behalf the account is delivered.

(5.) In the case of wilful neglect to deliver such an account as is hereby required or to pay the duty in conformity with this section the person shall be liable to pay to Her Majesty a sum equal to ten pounds per centum upon the amount of duty payable, and a like penalty for every month after the first month during which the neglect continues.

Miscellaneous.

Conditions and agreements as to stamp duty void.

117. 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 executed after the sixteenth day of May one thousand eight hundred and eighty-eight, 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.

Assignment of policy of life assurance to be stamped before payment of money assured.

118.—(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.

(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 Her Majesty from the person by whom the payment is made.

Instruments relating to Crown property.

119. Except where express provision to the contrary is made by this or any other Act, an instrument relating to property belonging to the Crown, or being the private property of the sovereign, is to be charged with the same duty as an instrument of the same kind relating to property belonging to a subject.

120. Any instrument which by any Act passed before the first day of January one thousand eight hundred and seventy-one and not relating to stamp duties, is specifically charged with the duty of thirty-five shillings, shall be chargeable only with the duty of ten shillings in lieu of the said duty of thirty-five shillings. As to instruments charged with duty of 35*s*.

121. All fines imposed by this Act are to be sued for and recovered by information in the High Court in England in the name of the Attorney General for England, in Scotland in the name of the Lord Advocate, and in Ireland in the name of the Attorney General for Ireland. Recovery of penalties.

122.—(1.) In this Act, unless the context otherwise requires,— Definitions.

The expression "Commissioners" means Commissioners of Inland Revenue:

The expression "material" includes every sort of material upon which words or figures can be expressed:

The expression "instrument" includes every written document:

The expression "stamp" means as well a stamp impressed by means of a die as an adhesive stamp:

The expression "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:

The expressions "executed" and "execution," with reference to instruments not under seal, mean signed and signature:

The expression "money" includes all sums expressed in British or in any foreign or colonial currency:

The expression "stock" includes any share in any stocks or funds transferable at the Bank of England or at the Bank of Ireland, and India promissory notes, and any share in the stocks or funds of any foreign or colonial state or government, or in the capital stock or funded debt of any county council, corporation, company, or society in the United Kingdom, or of any foreign or colonial corporation, company, or society:

The expression "marketable security" means a security of such a description as to be capable of being sold in any stock market in the United Kingdom:

The expression "steward" of a manor includes deputy steward.

(2.) In the application of this Act to Scotland expressions referring to the High Court shall be construed as referring to the Court of Session sitting as the Court of Exchequer.

Repeal; Commencement; Short Title.

123. The enactments specified in the Third Schedule to this Act are hereby repealed from and after the commencement of this Act to the extent specified in the third column of that schedule. Repeal.

124. This Act shall come into operation on the first day of January one thousand eight hundred and ninety-two. Commencement.

125. This Act may be cited as the Stamp Act, 1891. Short title.

Section 1.

SCHEDULES.

FIRST SCHEDULE.

STAMP DUTIES ON INSTRUMENTS.

	Duty. £	s.	d.
ADMISSION in England of any person—			
To the degree of barrister-at-law.			
If he has been previously duly admitted to the said degree in Ireland	10	0	0
In any other case	50	0	0
Exemption.			
Admission of any person who has been previously duly admitted as an advocate in Scotland.			
And *see* sections 18, 19, and 20.			
ADMISSION in Ireland of any person—			
To the degree of barrister-at-law.			
If he has been previously duly admitted to the said degree in England, or as an advocate in Scotland	10	0	0
In any other case	50	0	0
And *see* sections 18, 19, and 20.			
ADMISSION in Scotland of any person—			
As an advocate.			
If he has been previously duly admitted to the degree of barrister-at-law in Ireland	10	0	0
In any other case	50	0	0
Exemption.			
Admission of any person who has been previously duly admitted to the degree of barrister-at-law in England.			
And *see* sections 18, 19, and 20.			
ADMISSION of any person—			
To be a member of either of the four Inns of Court in England, or a student of the Society of King's Inns in Dublin	25	0	0
Exemptions.			
(1.) Admission of any person who has been previously duly admitted a member of one of the Inns of Court in England, to be a member of any other of the said Inns.			
(2.) Admission of any person who has been previously duly admitted a student of the Society of King's Inns in Dublin, to be a member of any of the Inns of Court in England.			
And *see* sections 18, 19, 20, and 21.			
ADMISSION of any person—			
As a solicitor of the Supreme Court in England, or of the Court of Judicature in Ireland	25	0	0
And *see* sections 18 and 19.			

	£	s.	d.
ADMISSION in Scotland of any person—			
(1.) As a law agent to practise before the Court of Session or as a writer to the signet:			
If he has previously paid the sum of 60*l.* for duty upon his articles of clerkship - - -	25	0	0
If he has been previously duly admitted as a law agent to practise before a sheriff court - - -	30	0	0
In any other case - - - - -	85	0	0
(2.) As a law agent to practise before a sheriff court:			
If he has previously paid the sum of 2*s.* 6*d.* for duty on his articles of clerkship - - -	54	17	6
In any other case - - - - -	55	0	0

Exemption.

Admission of any person who has been previously duly admitted as a law agent to practise before the Court of Session or as a writer to the signet to act in the other of those capacities.

And *see* sections 18 and 19.

ADMISSION to act as a notary public.

See FACULTY.

ADMISSION of any person—

As a Fellow of the College of Physicians in England, Scotland, or Ireland - - - - - 25 0 0

And *see* sections 18 and 19.

ADMISSION of any person to the degree of doctor of medicine in either of the universities in Scotland - - 10 0 0

And *see* sections 18 and 19.

ADMISSION in England or Ireland of any person—

As a burgess, or into any corporation or company, in any city, borough, or town corporate.

In respect of birth, apprenticeship, or marriage, or, in Ireland, in respect of being engaged in any trade, mystery, or handicraft - - - -	1	0	0
Upon any other ground - - - -	3	0	0

Exemptions.

(1.) Admission of any person to the freedom of the city of London by redemption.

(2.) Admission of any person to the freedom of the company of watermen and lightermen of the River Thames.

And *see* sections 18 and 19.

ADMISSION in Scotland of any person—

As a burgess, or into any corporation or company, in any burgh - - - - - - - - 0 5 0

Exemption.

Admission of a craftsman or other person into any corporation within any royal burgh, burgh of royalty, or burgh of barony incorporated by the magistrates and council of such burgh, provided such craftsman or other person has been previously duly admitted a freeman or burgess of the burgh.

And *see* sections 18 and 19.

AFFIDAVIT and STATUTORY DECLARATION - 0 2 6

£ s. d.

Exemptions.

(1.) Affidavit made for the immediate purpose of being filed, read, or used in any court, or before any judge, master, or officer of any court.

(2.) Affidavit or declaration made upon a requisition of the commissioners of any public board of revenue, or any of the officers acting under them, or required by law, and made before a justice of the peace.

(3.) Affidavit or declaration which may be required at the Bank of England or the Bank of Ireland to prove the death of any proprietor of any stock transferable there, or to identify the person of any such proprietor, or to remove any other impediment to the transfer of any such stock.

(4.) Affidavit or declaration relating to the loss, mutilation, or defacement of any bank note or bank post bill.

(5.) Declaration required to be made pursuant to any Act relating to marriages in order to a marriage without licence.

(6.) Declaration forming part of an application for a patent in conformity with the Patents, Designs, and Trade Marks Act, 1883.

AGREEMENT or CONTRACT, accompanied with a deposit.
See MORTGAGE, &c., and sections 23 and 86.

AGREEMENT for a lease or tack, or for any letting.
See LEASE or TACK, and section 75.

AGREEMENT for sale of property.
See CONVEYANCE on SALE, and section 59.

AGREEMENT or CONTRACT made or entered into pursuant to the Highway Acts for or relating to the making, maintaining, or repairing of highways - - - 0 0 6

AGREEMENT or any MEMORANDUM of an AGREEMENT, made in England or Ireland under hand only, or made in Scotland without any clause of registration, 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 - - - 0 0 6

Exemptions.

(1.) Agreement or memorandum the matter whereof is not of the value of *5l.*

(2.) Agreement or memorandum for the hire of any labourer, artificer, manufacturer, or menial servant.

(3.) Agreement, letter, or memorandum made for or relating to the sale of any goods, wares, or merchandise.

(4.) Agreement or memorandum made between the master and mariners of any ship or vessel for wages on any voyage coastwise from port to port in the United Kingdom.

(5.) Agreement entered into between a landlord and tenant pursuant to sub-section six of section eight or sub-section two of section twenty of the Land Law (Ireland) Act, 1881.

And *see* sections 22 and 23.

	£	s.	d.
ALLOTMENT. *See* LETTER OF ALLOTMENT.			
ANNUITY, conveyance in consideration of. *See* CONVEYANCE ON SALE, and section 56. purchase of. *See* CONVEYANCE ON SALE, and section 60. creation of, by way of security. *See* MORTGAGE, &c., and section 87. instruments relating to, upon any other occasion. *See* BOND, COVENANT, &c.			
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
And *see* section 62.			
APPOINTMENT of a gamekeeper. *See* DEPUTATION.			
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 artificers work whatsoever.			
Where the amount of the appraisement or valuation does not exceed 5*l.* - - - - - - -	0	0	3
Exceeds 5*l.* and does not exceed 10*l.* - - -	0	0	6
„ 10*l.* „ 20*l.* - - -	0	1	0
„ 20*l.* „ 30*l.* - - -	0	1	6
„ 30*l.* „ 40*l.* - - -	0	2	0
„ 40*l.* „ 50*l.* - - -	0	2	6
„ 50*l.* „ 100*l.* - - -	0	5	0
„ 100*l.* „ 200*l.* - - -	0	10	0
„ 200*l.* „ 500*l.* - - -	0	15	0
„ 500*l.* - - - - - -	1	0	0
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 made in pursuance of the order of any Court of Admiralty, or of any Court of Appeal, from a judgment of any Court of Admiralty.			
(3.) Appraisement or valuation of property of a deceased person made for the information of an executor or other person required to deliver, in England or Ireland, an affidavit, or to record in any commissary court in Scotland an inventory of the estate of such deceased person.			
(4.) Appraisement or valuation of any property made for the purpose of ascertaining the legacy or succession or account duty payable in respect thereof.			
And *see* section 24.			
APPRENTICESHIP, instrument of - - - -	0	2	6
Exemptions.			
(1.) Instrument relating to any poor child apprenticed by or at the sole charge of any parish or township, or by or			

	£	s.	d.
at the sole charge of any public charity, or pursuant to any Act for the regulation of parish apprentices.			
(2.) Instrument of apprenticeship in Ireland, where the value of the premium or consideration does not exceed 10*l.*			
And *see* section 25.			
ARTICLES OF CLERKSHIP whereby any person first becomes bound to serve as a clerk in order to his admission,			
(1.) As a solicitor of the Supreme Court in England or of the Court of Judicature in Ireland - - - -	80	0	0
(2.) As a law agent to practise before the Court of Session or as writer to the Signet in Scotland - - -	60	0	0
(3.) As a law agent to practise before a sheriff court in Scotland - - - - - - -	0	2	6
And *see* sections 26, 27, and 28.			
ARTICLES OF CLERKSHIP whereby any person, having been bound by previous duly stamped articles to serve as a clerk in order to his admission in any of the courts aforesaid, and not having completed his service so as to be entitled to such admission, becomes bound afresh for the same purpose.			
Where the duty upon the previous articles was 2*s.* 6*d.* -	0	2	6
In any other case - - - - - - -	0	10	0
ASSIGNMENT or ASSIGNATION.			
By way of security, or of any security. *See* MORTGAGE, &c.			
Upon a sale, or otherwise. *See* CONVEYANCE.			
ASSURANCE. *See* POLICY.			
ATTESTED COPY. *See* COPY.			
ATTORNEY, LETTER or POWER of. *See* LETTER OF ATTORNEY.			
WARRANT of. *See* WARRANT OF ATTORNEY.			
AWARD in England or Ireland, and AWARD or DECREET ARBITRAL in Scotland.			
In any case in which an amount or value is the matter in dispute—			
Where no amount is awarded or the amount or value awarded does not exceed 5*l.* - - - -	0	0	3
Where the amount or value awarded—			
Exceeds 5*l.* and does not exceed 10*l.* - - -	0	0	6
„ 10*l.* „ 20*l.* - - -	0	1	0
„ 20*l.* „ 30*l.* - - -	0	1	6
„ 30*l.* „ 40*l.* - - -	0	2	0
„ 40*l.* „ 50*l.* - - -	0	2	6
„ 50*l.* „ 100*l.* - - -	0	5	0
„ 100*l.* „ 200*l.* - - -	0	10	0
„ 200*l.* „ 500*l.* - - -	0	15	0
„ 500*l.* „ 750*l.* - - -	1	0	0
„ 750*l.* „ 1,000*l.* - - -	1	5	0
„ 1,000*l.* - - - - - -	1	15	0
In any other case - - - - -	1	15	0
BACK BOND or BACK LETTER. *See* MORTGAGE, &c. and sections 23 and 86.			
BANK NOTE—			
For money not exceeding 1*l.* - - - -	0	0	5
Exceeding 1*l.* and not exceeding 2*l.* - - -	0	0	10
„ 2*l.* „ 5*l.* - - -	0	1	3

	£	s.	d.
Exceeding 5*l.* and not exceeding 10*l.* - - -	0	1	9
„ 10*l.* „ 20*l.* - - -	0	2	0
„ 20*l.* „ 30*l.* - - -	0	3	0
„ 30*l.* „ 50*l.* - - -	0	5	0
„ 50*l.* „ 100*l.* - - -	0	8	6

And *see* sections 29, 30, and 31.

BILL OF EXCHANGE—

Payable on demand or at sight or on presentation -	0	0	1

And *see* sections 32, 34, and 38.

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 United Kingdom.

Where the amount or value of the money for which the bill or note is drawn or made does not exceed 5*l.* -	0	0	1
Exceeds 5*l.* and does not exceed 10*l.* - - -	0	0	2
„ 10*l.* „ 25*l.* - - -	0	0	3
„ 25*l.* „ 50*l.* - - -	0	0	6
„ 50*l.* „ 75*l.* - - -	0	0	9
„ 75*l.* „ 100*l.* - - -	0	1	0
„ 100*l.*—			
for every 100*l.*, and also for any fractional part of 100*l.*, of such amount or value - - - -	0	1	0

Exemptions.

(1.) Bill or note issued by the Bank of England or the Bank of Ireland.

(2.) Draft or order drawn by any banker in the United Kingdom upon any other banker in the United Kingdom, not payable to bearer or to order, and used solely for the purpose of settling or clearing any account between such bankers.

(3.) Letter written by a banker in the United Kingdom to any other banker in the United Kingdom, directing the payment of any sum of money, the same not being payable to bearer or to order, and such letter not being sent or delivered to the person to whom payment is to be made or to any person on his behalf.

(4.) Letter of credit granted in the United Kingdom, authorising drafts to be drawn out of the United Kingdom payable in the United Kingdom.

(5.) Draft or order drawn by the Paymaster General on behalf of the Court of Chancery in England or by the Accountant-General of the Supreme Court of Judicature in Ireland.

(6.) Warrant or order for the payment of any annuity granted by the National Debt Commissioners, or for the payment of any dividend or interest on any share in the Government or Parliamentary stocks or funds.

(7.) Bill drawn by any person under the authority of the Admiralty, upon and payable by the Accountant General of the Navy.

(8.) Bill drawn (according to a form prescribed by Her Majesty's orders by any person duly authorised to draw

£ s. d.

the same) upon and payable out of any public account for any pay or allowance of the army or auxiliary forces or for any other expenditure connected therewith.

(9.) Draft or order drawn upon any banker in the United Kingdom by an officer of a public department of the State for the payment of money out of a public account.

(10.) Bill drawn in the United Kingdom for the sole purpose of remitting money to be placed to any account of public revenue.

(11.) Coupon or warrant for interest attached to and issued with any security, or with an agreement or memorandum for the renewal or extension of time for payment of a security.

And *see* sections 32, 33, 34, 35, 36, 37, 38, and 39.

BILL OF LADING of or for any goods, merchandise, or effects to be exported or carried coastwise - - - 0 0 6

And *see* section 40.

BILL OF SALE—

Absolute. *See* CONVEYANCE ON SALE.

By way of security. *See* MORTGAGE, &c.

And *see* section 41.

BOND for securing the payment or repayment of money or the transfer or retransfer of stock.

See MORTGAGE, &c. AND MARKETABLE SECURITY.

BOND in relation to any annuity upon the original creation and sale thereof.

See CONVEYANCE ON SALE, and section 60.

BOND, COVENANT, or INSTRUMENT of any kind whatsoever.

(1.) Being the only or principal or primary security for any annuity (*except upon the original creation thereof by way of sale or security, and except a superannuation annuity*), or for any sum or sums of money at stated periods, not being interest for any principal sum secured by a duly stamped instrument, nor rent reserved by a lease or tack.

For a definite and certain period, so that the total amount to be ultimately payable can be ascertained. — The same ad valorem duty as a bond or covenant for such total amount.

For the term of life or any other indefinite period.

For every 5*l.*, and also for any fractional part of 5*l.*, of the annuity or sum periodically payable - 0 2 6

(2.) Being a collateral or auxiliary or additional or substituted security for any of the above-mentioned purposes where the principal or primary instrument is duly stamped.

Where the total amount to be ultimately payable can be ascertained - - - - — The same ad valorem duty as a bond or covenant of the same kind for such total amount.

In any other case:

For every 5*l.*, and also for any fractional part of 5*l.*, of the annuity or sum periodically payable - 0 0 6

£ s. d.

(3.) Being a grant or contract for payment of a superannuation annuity, that is to say a deferred life annuity granted or secured to any person in consideration of annual premiums payable until he attains a specified age and so as to commence on his attaining that age.

For every 5*l.* and also for any fractional part of 5*l.* of the annuity - - - - - 0 0 6

BOND given pursuant to the directions of any Act, or of the Commissioners or the Commissioners of Customs, or any of their officers, for or in respect of any of the duties of excise or customs, 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 150*l.* — The same ad valorem duty as a bond for the amount of the penalty.

In any other case - - - - - 0 5 0

Exemption.

Bond given as aforesaid upon, or in relation to, the receiving or obtaining, or for entitling any person to receive or obtain, any drawback of any duty of excise or customs, for or in respect of any goods, wares, or merchandise exported or shipped to be exported from the United Kingdom to any parts beyond the seas, or upon or in relation to the obtaining of any debenture or certificate for entitling any person to receive any such drawback as aforesaid.

And *see* section 42.

BOND on obtaining letters of administration in England or Ireland, or a confirmation of testament in Scotland - - 0 5 0

Exemptions.

(1.) Bond given by the widow, child, father, mother, brother or sister, of any common seaman, marine or soldier, dying in the service of Her Majesty.

(2.) Bond given by any person where the estate to be administered does not exceed 100*l.* in value.

BOND of any kind whatsoever not specifically charged with any duty:

Where the amount limited to be recoverable does not exceed 300*l.* - - - - - — The same ad valorem duty as a bond for the amount limited.

In any other case - - - - - 0 10 0

BOND, accompanied with a deposit of title deeds, for making a mortgage, wadset, or other security on any estate or property therein comprised.

See MORTGAGE, &c., and section 86.

BOND, DECLARATION, or other DEED or WRITING for making redeemable any disposition, assignation, or tack, apparently absolute, but intended only as a security.

See MORTGAGE, &c., and sections 23 and 86.

CERTIFICATE to be taken out yearly—

(1.) By every person admitted or inrolled in England or Ireland as a solicitor, or in Scotland as a law agent or

£ s. d.

writer to the Signet, or in any part of the United Kingdom as a notary public.

(2.) By every other legally qualified person who carries on business in England or Ireland as a conveyancer, special pleader, or draftsman in equity, and is obliged by law to take out such a certificate.

If such person practises or carries on his business	If he has been admitted or inrolled, or has carried on business, for three years or upwards.	If he has not been so long admitted or inrolled, or has not so long carried on business.
In England, within ten miles from the General Post Office in the city of London - -	9 0 0	4 10 0
In Scotland, within the city or shire of Edinburgh - - - - - -		
In Ireland, in the city of Dublin, or within three miles therefrom - - -		
In England, Scotland, or Ireland, beyond the above-mentioned limits - - -	6 0 0	3 0 0
And *see* sections 43, 44, 45, 46, 47, and 48.		

CERTIFICATE of any goods, wares, or merchandise, having been duly entered inwards, which shall be entered outwards for exportation at the port of importation, or be removed from thence to any other port for the more convenient exportation thereof, where such certificate is issued for enabling a person to obtain a debenture or certificate entitling him to receive a drawback of any duty of customs - - - 0 4 0

CHARTER of resignation, or of confirmation, or of novodamus or upon apprising, or upon a decreet of adjudication, or sale of any lands, or other heritable subjects in Scotland - 0 5 0

CHARTER PARTY - - - - - - 0 0 6
And *see* sections 49, 50, and 51.

CHEQUE. *See* BILL OF EXCHANGE.

CLARE CONSTAT. *See* PRECEPT AND WRIT.

COLONIAL SECURITY. *See* MARKETABLE SECURITY AND SECTION 82.

COMMISSION:

(1.) To any officer in the army, or in the corps of Royal Marines - - - - - - 1 10 0

(2.) To any officer in the navy - - - - 0 5 0

Exemption.

Commission to any officer of militia, yeomanry, or volunteers.

COMMISSION OF LUNACY - - - - 0 5 0

COMMISSION to act as a notary public in Scotland. *See* FACULTY.

COMMISSION in the nature of a power of attorney in Scotland. *See* LETTER OR POWER OF ATTORNEY.

	£	s.	d.
CONDITIONAL SURRENDER of any copyhold or customary estate by way of mortgage. *See* MORTGAGE, &c., and sections 86 and 87.			
CONGÉ D'ÉLIRE. *See* GRANT.			
CONSTAT of Letters Patent. *See* EXEMPLIFICATION.			
CONTRACT. *See* AGREEMENT.			
CONTRACT NOTE for or relating to the sale or purchase of any stock or marketable security—			
Of the value of 5*l.* and under the value of 100*l.* - -	0	0	1
„ 100*l.* or upwards - - - -	0	0	6
And *see* sections 52 and 53.			
CONVEYANCE or TRANSFER, whether on sale or otherwise,—			
(1.) Of any stock of the Bank of England - -	0	7	9
(2.) Of any stock of the Government of Canada inscribed in books kept in the United Kingdom, or of any Colonial stock to which the Colonial Stock Act, 1877, applies—			
For every 100*l.*, and also for any fractional part of 100*l.*, of the nominal amount of stock transferred -	0	2	6
And *see* section 62.			
CONVEYANCE or TRANSFER on sale,			
Of any property (*except such stock as aforesaid*),			
Where the amount or value of the consideration for the sale does not exceed 5*l.* - - - -	0	0	6
Exceeds 5*l.*, and does not exceed 10*l.* - - -	0	1	0
„ 10*l.* „ 15*l.* - - -	0	1	6
„ 15*l.* „ 20*l.* - - -	0	2	0
„ 20*l.* „ 25*l.* - - -	0	2	6
„ 25*l.* „ 50*l.* - - -	0	5	0
„ 50*l.* „ 75*l.* - - -	0	7	6
„ 75*l.* „ 100*l.* - - -	0	10	0
„ 100*l.* „ 125*l.* - - -	0	12	6
„ 125*l.* „ 150*l.* - - -	0	15	0
„ 150*l.* „ 175*l.* - - -	0	17	6
„ 175*l.* „ 200*l.* - - -	1	0	0
„ 200*l.* „ 225*l.* - - -	1	2	6
„ 225*l.* „ 250*l.* - - -	1	5	0
„ 250*l.* „ 275*l.* - - -	1	7	6
„ 275*l.* „ 300*l.* - - -	1	10	0
„ 300*l.*			
For every 50*l.*, and also for any fractional part of 50*l.*, of such amount or value - - - - -	0	5	0
And *see* sections 54, 55, 56, 57, 58, 59, 60, and 61.			
CONVEYANCE or TRANSFER by way of security of any property (*except such stock as aforesaid*), or of any security. *See* MORTGAGE, &C. AND MARKETABLE SECURITY.			
CONVEYANCE or TRANSFER of any kind not hereinbefore described - - - - - -	0	10	0
And *see* section 62.			
COPY or EXTRACT (*attested or in any manner authenticated*) of or from—			
(1.) An instrument chargeable with any duty.			
(2.) An original will, testament, or codicil.			

£ s. d.

(3.) The probate or probate copy of a will or codicil.
(4.) Any letters of administration or any confirmation of a testament.
(5.) Any public register (*except any register of births, baptisms, marriages, deaths, or burials*).
(6.) The books, rolls, or records of any court.

In the case of an instrument chargeable with duty not amounting to one shilling - - { The same duty as such instrument.
In any other case - - - - 0 1 0

Exemptions.

(1.) Copy or extract of or from any law proceeding.
(2.) Copy or extract in Scotland of or from the commission of any person as a delegate or representative to the convention of royal burghs or the general assembly or any presbytery or church court.

And *see* section 63.

COPY or EXTRACT (*certified*) of or from any register of births, baptisms, marriages, deaths, or burials - - 0 0 1

Exemptions.

(1.) Copy or extract furnished by any clergyman, registrar, or other official person pursuant to and for the purposes of any Act, or furnished to any general or superintending registrar under any general regulation.
(2.) Copy or extract for which the person giving the same is not entitled to any fee or reward.

And *see* section 64.

COPYHOLD and CUSTOMARY ESTATES—Instruments relating thereto.

Upon a sale thereof. *See* CONVEYANCE ON SALE.
Upon a mortgage thereof. *See* MORTGAGE, &c.
Upon a demise thereof. *See* LEASE OR TACK.
Upon any other occasion.

Surrender or grant made out of court, or the memorandum thereof,
and copy of court roll of any surrender or grant made in court - - - - - - 0 10 0

And *see* sections 65, 66, 67, and 68.

COST BOOK MINES. *See* TRANSFER.

COUNTERPART. *See* DUPLICATE.

COVENANT for securing the payment or repayment of money, or the transfer or retransfer of stock.
See MORTGAGE, &c.

COVENANT in relation to any annuity upon the original creation and sale thereof.
See CONVEYANCE ON SALE, and section 60.

COVENANT in relation to any annuity (*except upon the original creation and sale thereof*) or to other periodical payments.
See BOND, COVENANT, &c.

	£ s. d.
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 to the production of the muniments of title relating thereto, or to all or any of the matters aforesaid.	
Where the ad valorem duty in respect of the consideration or mortgage money does not exceed 10*s.*	A duty equal to the amount of such ad valorem duty.
In any other case - - - - - -	0 10 0
CUSTOMARY ESTATES. *See* COPYHOLD.	
DEBENTURE for securing the payment or repayment of money or the transfer or retransfer of stock. *See* MORTGAGE, &c. AND MARKETABLE SECURITY.	
DEBENTURE or CERTIFICATE for entitling any person to receive any allowance by way of drawback or otherwise payable out of the revenue of customs or excise, for or in respect of any goods, wares, or merchandise exported or shipped to be exported from the United Kingdom to any part beyond the sea.	
Where the allowance to be received does not exceed 10*l.* -	0 1 0
Exceeds 10*l.* and does not exceed 50*l.* - - -	0 2 6
Exceeds 50*l.* - - - - - -	0 5 0
DECLARATION of any use or trust of or concerning any property by any writing, not being a will, or an instrument chargeable with ad valorem duty as a settlement - -	0 10 0
DECLARATION (*Statutory*). *See* AFFIDAVIT.	
DECREET ARBITRAL. *See* AWARD.	
DEED whereby any real burden is declared or created on lands or heritable subjects in Scotland. *See* MORTGAGE, &c., and section 86.	
DEED containing an obligation to infeft any person in heritable subjects in Scotland, under a clause of reversion, as a security for money. *See* MORTGAGE, &c., and section 86.	
DEED containing an obligation to infeft or seize in an annuity to be uplifted out of heritable subjects in Scotland. *See* BOND, COVENANT, &c.	
DEED of any kind whatsoever, not described in this schedule	0 10 0
DEFEAZANCE. Instrument of defeazance of any conveyance, transfer, disposition, assignation, or tack, apparently absolute, but intended only as a security for money or stock. *See* MORTGAGE, &c., and section 86. In respect of marketable securities under hand only, *see* AGREEMENT, and section 23.	
DELIVERY ORDER - - - - -	0 0 1
And *see* sections 69, 70, and 71.	
DEPOSIT of title deeds. *See* MORTGAGE, &c., and section 86.	
DEPUTATION or APPOINTMENT of a gamekeeper -	0 10 0
DISPENSATION. *See* FACULTY.	

	£	s.	d.
DISPOSITION of heritable property in Scotland to singular successors or purchasers. *See* CONVEYANCE ON SALE.			
DISPOSITION of heritable property in Scotland to a purchaser, containing a clause declaring all or any part of the purchase money a real burden upon, or affecting, the heritable property thereby disponed, or any part thereof. *See* CONVEYANCE ON SALE, MORTGAGE, &c., and section 86.			
DISPOSITION in Scotland, containing constitution of feu or ground annual right. *See* CONVEYANCE ON SALE, and section 56.			
DISPOSITION in security in Scotland. *See* MORTGAGE, &c.			
DISPOSITION of any wadset, heritable bond, &c. *See* MORTGAGE, &c.			
DISPOSITION in Scotland of any property or of any right or interest therein not described in this schedule - -	0	10	0
DOCK WARRANT. *See* WARRANT FOR GOODS.			
DOCKET made on passing any instrument under the Great Seal of the United Kingdom - - - - -	0	2	0
DRAFT for money. *See* BILL OF EXCHANGE.			
DUPLICATE or COUNTERPART of any instrument chargeable with any duty.			
Where such duty does not amount to 5*s*. - -	The same duty as the original instrument.		
In any other case - - - - - -	0	5	0
And *see* section 72.			
EIK to a reversion. *See* MORTGAGE, &c., and section 86.			
EQUITABLE MORTGAGE. *See* MORTGAGE, &c. and sections 23 and 86.			
EXCHANGE or EXCAMBION—Instruments effecting. In the case specified in section 73 *see* that section. In any other case - - - - - -	0	10	0
EXEMPLIFICATION or CONSTAT, under the Great Seal of the United Kingdom of Great Britain and Ireland of any letters patent or grant made or to be made by Her Majesty, or by any of her royal predecessors of any honour, dignity, promotion, franchise, liberty, or privilege, or of any lands, office, or other thing whatsoever - - - -	5	0	0
EXEMPLIFICATION under the seal of any court in England or Ireland of any record or proceeding therein - -	3	0	0
EXTRACT. *See* COPY OR EXTRACT.			
FACTORY, in the nature of a letter or power of attorney in Scotland. *See* LETTER OR POWER OF ATTORNEY.			
FACULTY, LICENCE, COMMISSION, or DISPENSATION for admitting or authorising any person to act as a notary public:			
In England - - - - - -	30	0	0
In Scotland or Ireland - - - - -	20	0	0

	£	s.	d.
FACULTY or DISPENSATION of any other kind:			
In England - - - - - -	30	0	0
In Ireland - - - - - -	25	0	0
FEU CONTRACT in Scotland. *See* CONVEYANCE ON SALE, and section 56.			
FOREIGN SECURITY. *See* MARKETABLE SECURITY AND SECTION 82.			
FURTHER CHARGE or FURTHER SECURITY. *See* MORTGAGE, &c., and section 86.			
GRANT or LETTERS PATENT under the Great Seal or wafer Great Seal of the United Kingdom of Great Britain and Ireland, or of the Great Seal of Ireland, or the Seal of the Duchy or County Palatine of Lancaster, or under the Seal kept and used in Scotland in place of the Great Seal formerly used there:			
(1.) Of the honour or dignity of a duke - - -	350	0	0
,, ,, of a marquis - -	300	0	0
,, ,, of an earl - - -	250	0	0
,, ,, of a viscount - -	200	0	0
,, ,, of a baron - - -	150	0	0
,, ,, of a baronet - -	100	0	0
(2.) Of a congé d'élire to any dean and chapter for the election of an archbishop or bishop - - -			
(3.) Of the Royal Assent to, or signification of, the election made by any dean and chapter, or of the nomination and presentation by Her Majesty, in default of such election of any person to be an archbishop or bishop - - - - -	30	0	0
(4.) Of or for the restitution of the temporalities to any archbishop or bishop - - - - -			
(5.) Of any other honour, dignity, or promotion whatsoever - - - - - -			
(6.) Of any franchise, liberty, or privilege to any person or body politic or corporate - - - -			
And *see* section 74.			
GRANT or WARRANT OF PRECEDENCE to take rank among nobility, under the sign manual of Her Majesty -	100	0	0
GRANT or LICENCE under the sign manual of Her Majesty to take and use a surname and arms, or a surname only.			
In compliance with the injunctions of any will or settlement - - - - - - -	50	0	0
Upon any voluntary application - - - -	10	0	0
GRANT of arms or armorial ensigns only, under the sign manual of Her Majesty, or by any of the Kings of Arms of England, Scotland, or Ireland - - - -	10	0	0
GRANT of copyhold or customary estates. *See* CONVEYANCE—COPYHOLD.			
GRANT of the custody of the person or estate of a lunatic -	2	0	0
HERITABLE BOND. *See* MORTGAGE, &c., and section 86.			
INSURANCE. *See* POLICY.			
LEASE or TACK—			
(1.) For any definite term not exceeding a year:			
Of any dwelling-house or part of a dwelling-house at a rent not exceeding the rate of 10*l.* per annum - -	0	0	1

	£ s. d.
(2.) For any definite term less than a year:—	
(*a.*) Of any furnished dwelling-house or apartments where the rent for such term exceeds 25*l.* - - -	0 2 6
(*b.*) Of any lands, tenements, or heritable subjects except or otherwise than as aforesaid - -	The same duty as a lease for a year at the rent reserved for the definite term.
(3.) For any other definite term or for any indefinite term:	
Of any lands, tenements, or heritable subjects—	
Where the consideration, or any part of the consideration, moving either to the lessor or to any other person, consists of any money, stock, or security:	
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.
	£ s. d.	£ s. d.	£ s. d.
Not exceeding 5*l.* per annum	0 0 6	0 3 0	0 6 0
Exceeding—			
5*l.* and not exceeding 10*l.*	0 1 0	0 6 0	0 12 0
10*l.* " " 15*l.*	0 1 6	0 9 0	0 18 0
15*l.* " " 20*l.*	0 2 0	0 12 0	1 4 0
20*l.* " " 25*l.*	0 2 6	0 15 0	1 10 0
25*l.* " " 50*l.*	0 5 0	1 10 0	3 0 0
50*l.* " " 75*l.*	0 7 6	2 5 0	4 10 0
75*l.* " " 100*l.*	0 10 0	3 0 0	6 0 0
For every full sum of 50*l.*, and also for any fractional part of 50*l.* thereof. -	0 5 0	1 10 0	3 0 0

(4.) Of any other kind whatsoever not herein-before described - - - - - -	0 10 0

And *see* sections 75, 76, 77, and 78.

LETTER OF ALLOTMENT and LETTER of RENUNCIATION, or any other document having the effect of a letter of allotment:	
(1.) Of any share of any company or proposed company	
(2.) In respect of any loan raised, or proposed to be raised, by any company or proposed company, or by any municipal body or corporation - - -	
(3.) Issued or delivered in the United Kingdom, of any share of any foreign or colonial company or proposed company, or in respect of any loan raised or proposed to be raised by or on behalf of any foreign or colonial state, government, municipal body, corporation, or company - - - - - -	0 0 1

	£	s.	d.
And SCRIP CERTIFICATE, SCRIP, or other document:			
(1.) Entitling any person to become the proprietor of any share of any company or proposed company - -			
(2.) Issued or delivered in the United Kingdom, and entitling any person to become the proprietor of any share of any foreign or colonial company or proposed company - - - - - - -			
(3.) Denoting, or intended to denote, the right of any person as a subscriber in respect of any loan raised or proposed to be raised by any company or proposed company, or by any municipal body or corporation -	0	0	1
(4.) Issued or delivered in the United Kingdom, and denoting, or intended to denote, the right of any person as a subscriber in respect of any loan raised or proposed to be raised by or on behalf of any foreign or colonial state, government, municipal body, corporation, or company - - - - -			
And *see* section 79.			
LETTER OF CREDIT. *See* BILL OF EXCHANGE.			
LETTER OR POWER OF ATTORNEY, and COMMISSION, FACTORY, MANDATE, or other instrument in the nature thereof:			
(1.) For the sole purpose of appointing or authorising a proxy to vote at any one meeting at which votes may be given by proxy, whether the number of persons named in such instrument be one or more - - -	0	0	1
(2.) By any petty officer, seaman, marine, or soldier serving as a marine, or his representatives, for receiving prize money or wages - - - - -	0	1	0
(3.) For the receipt of the dividends or interest of any stock:			
Where made for the receipt of one payment only -	0	1	0
In any other case - - - -	0	5	0
(4.) For the receipt of any sum of money, or any bill of exchange or promissory note for any sum of money, not exceeding 20*l.*, or any periodical payments not exceeding the annual sum of 10*l.* (*not being herein-before charged*)	0	5	0
(5.) For the sale, transfer, or acceptance of any of the Government or Parliamentary stocks or funds:			
Where the value of the stocks or funds does not exceed 20*l.* - - - - - -	0	5	0
In any other case - - - - -	0	10	0
(6.) Of any kind whatsoever not herein-before described -	0	10	0
Exemptions.			
(1.) Letter or power of attorney for the receipt of dividends of any definite and certain share of the Government or Parliamentary stocks or funds producing a yearly dividend less than 3*l.*			
(2.) Letter or power of attorney or proxy filed in the Probate Division of the High Court of Justice in England or Ireland, or in any ecclesiastical court.			
(3.) Order, request, or direction under hand only from the proprietor of any stock to any company or to any officer of any company or to any banker to pay the dividends or interest arising from the stock to any person therein named.			
And *see* sections 80 and 81.			

	£	s.	d.
LETTERS OF MARQUE AND REPRISAL - -	5	0	0

LETTERS PATENT. *See* GRANT.

LETTER OF REVERSION in Scotland. *See* MORTGAGE, &c., and section 86.

LICENCE for Marriage.

Special—			
In England or Ireland - - - - -	5	0	0
Not special—			
In England - - - - - -	0	10	0

LICENCE under the seal of any archbishop, bishop, chancellor, or other ordinary, or by any ecclesiastical court in England or Ireland, or by any presbytery or other ecclesiastical power in Scotland:

(1.) To hold the office of lecturer, reader, chaplain, church clerk, chapel clerk, parish clerk, or sexton -			
(2.) For licensing a building for the performance of divine service within an ecclesiastical district formed under the provisions of the New Parishes Acts -	0	10	0
(3.) For licensing any chapel for the solemnization of marriages therein, pursuant to the provisions of the Act 6 & 7 Will. 4. c. 85. - - - -			
(4.) For any other purpose - - - -	2	0	0

Exemptions.

(1.) Licence granted to any spiritual person to perform divine service in any building approved by the archbishop or bishop in lieu of a church or chapel whilst the same is under repair or is rebuilding, or in any building so approved for the convenience of the inhabitants of a parish resident at a distance from a church or consecrated chapel.

(2.) Licence to hold a perpetual curacy.

(3.) Licence to a stipendiary curate, wherein the annual amount of the stipend is specified.

(4.) Licence for the purpose of authorising or enabling any person to preach or exercise any other spiritual function, not being a licence to hold the office of lecturer, reader, or chaplain, and there being no salary or emolument for or attached to the exercise of the function for which such licence is granted.

(5.) Licence by any ecclesiastical authority for licensing or authorising any matter relating to a consecrated building or ground, or anything to be constructed, set up, taken down, or altered therein, or to be removed therefrom.

LICENCE to act as a notary public. *See* FACULTY.

LICENCE to use surname or arms. *See* GRANT.

	£	s.	d.
MARKETABLE SECURITY and FOREIGN or COLONIAL SHARE CERTIFICATE.			
(1.) Marketable security (*a*) being a colonial government security or (*b*) being a security not transferable by delivery or (*c*) being a security transferable by delivery and bearing date or signed or offered for subscription before or on the sixth day of August one thousand eight hundred and eighty-five—			
For or in respect of the money thereby secured - { The same ad valorem duty according to the nature of the security as upon a mortgage.			
(2.) TRANSFER, ASSIGNMENT, DISPOSITION, or ASSIGNATION of a marketable security of any description—			
Upon a sale thereof—*see* conveyance or transfer on sale.			
Upon a mortgage thereof—*see* mortgage of stock or marketable security.			
In any other case than a sale or mortgage - -	0	10	0
(3.) Marketable security (except a colonial government security) being a security transferable by delivery and bearing date or signed or offered for subscription after the sixth day of August one thousand eight hundred and eighty-five—			
For every 10*l.* and also for any fractional part of 10*l.*, of the money thereby secured - - -	0	1	0
(4.) Marketable security (except a colonial government security) being such security as last aforesaid given in substitution for a like security duly stamped in conformity with the law in force at the time when it became subject to duty—			
For every 20*l.*, and also for any fractional part of 20*l.*, of the money thereby secured - - -	0	0	6
(5.) Marketable security transferable by delivery whatever may be the date thereof, and wherever it may have been made or issued, or the interest may be payable.			
On the occasion of the first transfer thereof by delivery in the United Kingdom, and on the occasion of the first transfer thereof by delivery in the United Kingdom in any year after the year in which such first transfer by delivery shall happen—			
Where the amount secured does not exceed twenty-five pounds - - - - - -	0	0	3
Exceeds twenty-five pounds and does not exceed fifty pounds - - - - - -	0	0	6
Exceeds fifty pounds, for every fifty pounds and any fractional part of fifty pounds of such amount -	0	0	6

Exemption.

Any security, duly stamped with the duty of one shilling for every ten pounds, and also for any fractional part of ten pounds of the money thereby secured, or duly stamped as a substituted security for any security so stamped where such substituted security bears an impressed stamp denoting that the security for which it was substituted was so duly stamped.

	£	s.	d.
(6.) Foreign or Colonial share certificate.			
On the occasion of the first delivery thereof in the United Kingdom, and on the occasion of the first delivery thereof in the United Kingdom in any year after the year in which such first delivery shall happen—			
Where the nominal amount in money of the stock or debenture stock or funded debt does not exceed twenty-five pounds - - - -	0	0	3
Exceeds twenty-five pounds and does not exceed fifty pounds - - - - - -	0	0	6
Exceeds fifty pounds, for every fifty pounds and any fractional part of fifty pounds of such amount -	0	0	6

And *see* sections 82, 83, 84, and 85.

MARRIAGE LICENCE. *See* LICENCE.

MARRIAGE SETTLEMENT. *See* SETTLEMENT.

MEMORIAL to be registered pursuant to any Act for the time being in force relating to the public registering of deeds in England or Ireland :

Where the instrument registered is chargeable with any duty not amounting to 2*s.* 6*d.* - - - -	The same duty as the registered instrument.		
In any other case - - - - -	0	2	6

MORTGAGE, BOND, DEBENTURE, COVENANT (except a marketable security otherwise specially charged with duty), and WARRANT OF ATTORNEY to confess and enter up judgment.

(1.) Being the only or principal or primary security (other than an equitable mortgage) for the payment or repayment of money—			
Not exceeding 10*l.* - - - - -	0	0	3
exceeding 10*l.* and not exceeding 25*l.* - -	0	0	8
„ 25*l.* „ 50*l.* - -	0	1	3
„ 50*l.* „ 100*l.* - -	0	2	6
„ 100*l.* „ 150*l.* - -	0	3	9
„ 150*l.* „ 200*l.* - -	0	5	0
„ 200*l.* „ 250*l.* - -	0	6	3
„ 250*l.* „ 300*l.* - -	0	7	6
„ 300*l.*			
For every 100*l.*, and also for any fractional part of 100*l.*, of the amount secured - - - -	0	2	6
(2.) Being a collateral, or auxiliary, or additional, or substituted security (other than an equitable mortgage), or by way of further assurance for the above-mentioned purpose where the principal or primary security is duly stamped : For every 100*l.*, and also for any fractional part of 100*l.*, of the amount secured - - - -	0	0	6
(3.) Being an equitable mortgage : For every 100*l.*, and any fractional part of 100*l.*, of the amount secured - - - - -	0	1	0
(4.) TRANSFER, ASSIGNMENT, DISPOSITION, or ASSIGNATION of any mortgage, bond, debenture, or covenant (except a marketable security), or of any money or			

	£	s.	d.
stock secured by any such instrument, or by any warrant of attorney to enter up judgment, or by any judgment:			
For every 100*l.*, and also for any fractional part of 100*l.*, of the amount transferred, assigned, or disponed, exclusive of interest which is not in arrear	0	0	6
And also where any further money is added to the money already secured - - - - -	The same duty as a principal security for such further money.		
(5.) RECONVEYANCE, RELEASE, DISCHARGE, SURRENDER, RESURRENDER, WARRANT TO VACATE, or RENUNCIATION of any such security as aforesaid, or of the benefit thereof, or of the money thereby secured:			
For every 100*l.*, and also for any fractional part of 100*l.*, of the total amount or value of the money at any time secured - - - - -	0	0	6
And *see* sections 86, 87, 88, and 89.			
MORTGAGE OF STOCK or Marketable Security—			
Under hand only. *See* AGREEMENT, and section 23.			
By deed. *See* MORTGAGE, and section 86.			
MUTUAL DISPOSITION or Conveyance in Scotland. *See* EXCHANGE or EXCAMBION.			
NOTARIAL ACT of any kind whatsoever (*except a protest of a bill of exchange or promissory note or any notarial instrument to be expeded and recorded in any register of sasines*) - - - - - - - -	0	1	0
And *see* PROTEST, SEISIN, and section 90.			
ORDER for the payment of money. *See* BILL OF EXCHANGE.			
PARTITION or DIVISION—Instruments effecting.			
In the case specified in section 73, *see* that section.			
In any other case - - - - -	0	10	0
PASSPORT - - - - - -	0	0	6
POLICY OF SEA INSURANCE—			
(1.) Where the premium or consideration does not exceed the rate of 2*s.* 6*d.* per centum of the sum insured -	0	0	1
(2.) In any other case—			
(*a.*) For or upon any voyage—			
In respect of every full sum of 100*l.*, and also any fractional part of 100*l.* thereby insured - -	0	0	3
(*b.*) For time—			
In respect of every full sum of 100*l.*, and also any fractional part of 100*l.* thereby insured—			
Where the insurance shall be made for any time not exceeding six months - - -	0	0	3
Where the insurance shall be made for any time exceeding six months and not exceeding twelve months - - - - -	0	0	6
And *see* sections 91, 92, 93, 94, 95, 96, and 97.			

	£	s.	d.
POLICY OF LIFE INSURANCE—			
Where the sum insured does not exceed 10*l.* - -	0	0	1
Exceeds 10*l.* but does not exceed 25*l.* - - -	0	0	3
Exceeds 25*l.* but does not exceed 500*l.*:			
For every full sum of 50*l.*, and also for any fractional part of 50*l.*, of the amount insured - - -	0	0	6
Exceeds 500*l.* but does not exceed 1,000*l.*:			
For every full sum of 100*l.*, and also for any fractional part of 100*l.*, of the amount insured - -	0	1	0
Exceeds 1,000*l.*:			
For every full sum of 1,000*l.*, and also for any fractional part of 1,000*l.*, of the amount insured - -	0	10	0
And *see* sections 91, 98, and 100.			
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, or by way of indemnity against loss or damage of or to any property - - -	0	0	1
And *see* sections 91, 98, 99, and 100.			
POWER OF ATTORNEY. *See* LETTER OF ATTORNEY.			
PRECEPT OF CLARE CONSTAT to give seisin of lands or other heritable subjects in Scotland - - -	0	5	0
PROCURATION, deed, or other instrument of - -	0	10	0
PROMISSORY NOTE. *See* BANK NOTE, BILL OF EXCHANGE.			
PROTEST of any bill of exchange or promissory note:			
Where the duty on the bill or note does not exceed 1*s.* - { The same duty as the bill or note.			
In any other case - - - - -	0	1	0
And *see* section 90.			
PROXY. *See* LETTER OR POWER OF ATTORNEY.			
RECEIPT given for, or upon the payment of, money amounting to 2*l.* or upwards - - - - -	0	0	1

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 given for or upon the payment of any parliamentary taxes or duties, or of money to or for the use of Her Majesty.

(4.) Receipt given by an officer of a public department of the State for money paid by way of imprest or advance, or in adjustment of an account, where he derives no personal benefit therefrom.

(5.) Receipt given by any agent for money imprested to him on account of the pay of the army.

(6.) Receipt given by any officer, seaman, marine or soldier, or his representatives, for or on account of any wages, pay or pension, due from the Admiralty or Army Pay Office.

	£	s.	d.
(7.) Receipt given for any principal money or interest due on an exchequer bill.			
(8.) Receipt written upon a bill of exchange or promissory note duly stamped, or upon a bill drawn by any person under the authority of the Admiralty, upon and payable by the Accountant General of the Navy.			
(9.) Receipt given upon any bill or note of the Bank of England or the Bank of Ireland.			
(10.) Receipt given for the consideration money for the purchase of any share in any of the Government or Parliamentary stocks or funds, or in the stocks and funds of the Secretary of State in Council of India, or of the Bank of England, or of the Bank of Ireland, or for any dividend paid on any share of the said stocks or funds respectively.			
(11.) Receipt indorsed or otherwise written upon or contained in any instrument liable to stamp duty, and duly stamped, acknowledging the receipt of the consideration money therein expressed, or the receipt of any principal money, interest, or annuity thereby secured or therein mentioned.			
(12.) Receipt given for any allowance by way of drawback or otherwise upon the exportation of any goods or merchandise from the United Kingdom.			
(13.) Receipt given for the return of any duty of customs upon a certificate of over entry.			
And *see* sections 101, 102, and 103.			
RECONVEYANCE, RELEASE, or RENUNCIATION of any security. *See* MORTGAGE, &c.			
RELEASE or RENUNCIATION of any property, or of any right or interest in any property—			
Upon a sale. *See* CONVEYANCE ON SALE.			
By way of security. *See* MORTGAGE, &c.			
In any other case - - - - - -	0	10	0
RENUNCIATION. *See* RECONVEYANCE and RELEASE.			
RENUNCIATION, LETTER OF. *See* LETTER of ALLOTMENT.			
RESIGNATION. Principal or original instrument of resignation, or service of cognition of heirs, or charter or seisin of any houses, lands, or other heritable subjects in Scotland holding burgage, or of burgage tenure - - - -	0	5	0
And instrument of resignation of any lands or other heritable subjects in Scotland not of burgage tenure - -	0	5	0
REVOCATION of any use or trust of any property by any writing, not being a will - - - - - -	0	10	0
SCRIP CERTIFICATE or SCRIP. *See* LETTER OF ALLOTMENT.			
SEISIN. Instrument of seisin given upon any charter, precept of clare constat, or precept from chancery, or upon any wadset, heritable bond, disposition, apprizing, adjudication, or otherwise of any lands or heritable subjects in Scotland - -	0	5	0
And any NOTARIAL INSTRUMENT to be expeded and recorded in any register of sasines - - - -	0	5	0

	£	s.	d.
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 heritable subjects, or not, or to be laid out in the purchase of lands or other hereditaments or heritable subjects 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*l.*, and also for any fractional part of 100*l.*, of the amount or value of the property settled or agreed to be settled - - - - - -	0	5	0
Exemption. Instrument of appointment relating to any property in favour of persons specially named or described as the objects of a power of appointment, where duty has been duly paid in respect of the same property upon the settlement creating the power or the grant of representation of any will or testamentary instrument creating the power. And *see* sections 104, 105, and 106.			
SHARE CERTIFICATE, FOREIGN AND COLONIAL. *See* MARKETABLE SECURITY.			
SHARE WARRANT issued under the provisions of the Companies Act, 1867, and STOCK CERTIFICATE to bearer. And *see* sections 107, 108, and 109.	A duty of an amount equal to three times the amount of the ad valorem stamp duty which would be chargeable on a deed transferring the share or shares or stock specified in the warrant or certificate if the consideration for the transfer were the nominal value of such share or shares or stock.		
SUPERANNUATION ANNUITY. *See* BOND, COVENANT, &c.			
SURRENDER— Of copyholds. *See* COPYHOLD. Of any other kind whatsoever not chargeable with duty as a conveyance on sale or a mortgage - - -	0	10	0
TACK of lands, &c. in Scotland. *See* LEASE or TACK.			
TACK IN SECURITY. *See* MORTGAGE, &c.			
TRANSFER. *See* CONVEYANCE or TRANSFER.			
TRANSFER. Any request or authority to the purser or other officer of any mining company, conducted on the cost book system, to enter or register any transfer of any share, or part of a share, in any mine, or any notice to such purser or officer of any such transfer - - - - And *see* section 110.	0	0	6

	£	s.	d.
VALUATION. *See* APPRAISEMENT.			
VOTING PAPER. Any instrument for the purpose of voting by any person entitled to vote at any meeting of any body exercising a public trust, or of the shareholders, or members, or contributors to the funds of any company, society, or institution - - - - - -	0	0	1
And *see* section 80.			
WADSET. *See* MORTGAGE, &c.			
WARRANT OF ATTORNEY to confess and enter up a judgment given as a security for the payment or repayment of money, or for the transfer or retransfer of stock. *See* MORTGAGE, &c.			
WARRANT OF ATTORNEY of any other kind -	0	10	0
WARRANT FOR GOODS - - - - - -	0	0	3
Exemptions.			
(1.) Any document or writing given by an inland carrier acknowledging the receipt of goods conveyed by such carrier.			
(2.) A weight note issued together with a duly stamped warrant, and relating solely to the same goods, wares, or merchandise.			
And *see* section 111.			
WARRANT under the sign manual of Her Majesty - -	0	10	0
WRIT—			
(1.) Of ACKNOWLEDGMENT under the Registration of Leases (Scotland) Act, 1857 - - -			
(2.) Of ACKNOWLEDGMENT by any person infeft in lands in Scotland in favour of the heir or disponee of a creditor fully vested in right of an heritable security constituted by infeftment - - - -	0	5	0
(3.) Of RESIGNATION and CLARE CONSTAT - -			

20 & 21 Vict. c. 26.

GENERAL EXEMPTIONS FROM ALL STAMP DUTIES.

(1.) Transfers of shares in the Government or Parliamentary stocks or funds.

(2.) 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.

(3.) Instruments of apprenticeship, bonds, contracts, and agreements entered into in the United Kingdom for or relating to the service in any of Her Majesty's colonies or possessions abroad of any person as an artificer, clerk, domestic servant, handicraftsman, mechanic, gardener, servant in husbandry, or labourer.

(4.) Testaments, testamentary instruments, and dispositions mortis causâ in Scotland.

(5.) Bonds given to sheriffs or other persons in Ireland upon the replevy of any goods or chattels, and assignments of such bonds.

(6.) Instruments made by, to, or with the Commissioners of Works for any of the purposes of the Act 15 & 16 Vict. c. 28.

SECOND SCHEDULE.

RULES AS TO COMPOSITION FOR STAMP DUTIES.

First Part.

Section 115.

1. Every account shall be made in such form and shall contain all such particulars as the Commissioners shall require.

2. Every account shall be a full and true account of all stock and funded debt existing at the time of the delivery of the account, and of the amount thereof in respect of which payment has been made, if the whole sums payable in respect thereof have not been paid.

3. In the case of any company or corporation formed within the United Kingdom, and having registers abroad in which stock or funded debt may be registered, the stock or funded debt of such company or corporation shall not for the purposes of the account include the stock or funded debt for the time being registered abroad.

4. In the case of any colonial or foreign company or corporation having registers in the United Kingdom in which stock or funded debt are registered, the stock or funded debt for the time being registered in the United Kingdom shall for the purposes of the account be regarded as constituting all the stock or funded debt of the company or corporation.

5. Where the first account shall be delivered at any time between two half-yearly days, such account shall be charged with an amount of duty proportionate to the period between the date of the delivery of the account and the first succeeding half-yearly day.

6. Accounts shall be delivered to the Commissioners on or within seven days before the first day of February and the first day of August in each year.

7. The duty shall be paid upon the delivery of the account.

Second Part.

Section 116.

1. Every account shall be made in such form and shall contain all such particulars as the Commissioners shall require.

2. Every account shall be a full and true account of all unstamped policies of insurance against accident issued during the quarter of a year ending on the quarterly day next preceding the delivery thereof, and of all sums of money received for or in respect of such policies so issued during that quarter, and of all sums of money received and not already accounted for in respect of any other unstamped policies of insurance against accident issued at any time before the commencement of that quarter.

3. Accounts shall be delivered to the Commissioners within twenty days after the fifth day of April, the fifth day of July, the tenth day of October, and the fifth day of January in each year.

4. The duty shall be paid upon the delivery of the account.

THIRD SCHEDULE.

Section 123.

ENACTMENTS REPEALED.

Session and Chapter.	Title or Short Title.	Extent of Repeal.
57 Geo. 3. c. 41. -	An Act to repeal two Acts passed in the fifty-fourth and fifty-fifth years of His present Majesty relating to the office of the Agent-General, and for transferring the duties of the said offices to the office of the Pay-master-General and Secretary at War.	Section eight.
9 & 10 Vict. c. 17. -	An Act for the abolition of the exclusive privilege of trading in burghs in Scotland.	Section one from "Provided always" to the end of the section.
28 & 29 Vict. c. 30. -	An Act to grant certain duties of customs and inland revenue.	Sections one and two, and Schedule B.
30 & 31 Vict. c. 23. -	An Act to grant and alter certain duties of customs and inland revenue, and for other purposes relating thereto.	Except sections seventeen and eighteen.
33 & 34 Vict. c. 24. -	An Act for making further provision respecting the borrowing of money by the Metropolitan Board of Works.	Sections three and four.
33 & 34 Vict. c. 97. -	The Stamp Act, 1870 - -	Except section twenty-five so far as it relates to provision (3) and sections twenty-seven and twenty-eight.
34 & 35 Vict. c. 4. -	An Act to amend the Stamp Act, 1870, in relation to foreign securities, mortgages of stock, and proxy papers.	The whole Act.
34 & 35 Vict. c. 103.	An Act to amend the law relating to the customs and inland revenue.	Section twenty-six.
36 & 37 Vict. c. 18. -	The Customs and Inland Revenue Act, 1873.	Section five.
37 & 38 Vict. c. 19. -	An Act to amend the Stamp Act, 1870, in regard to the stamp duty payable by advocates in Scotland on admission as barristers in England or Ireland, and by barristers in England or Ireland on admission as advocates in Scotland.	The whole Act.

Session and Chapter.	Title or Short Title.	Extent of Repeal.
37 & 38 Vict. c. 26. -	The Canadian Stock Stamp Act, 1874.	The whole Act.
39 & 40 Vict. c. 6. -	The Sea Insurance (Stamping of Policies) Amendment Act, 1876.	The whole Act.
39 & 40 Vict. c. 16. -	The Customs and Inland Revenue Act, 1876.	Section eleven.
40 & 41 Vict. c. 59. -	The Colonial Stock Act, 1877 -	Section two, and the first paragraph of section three.
41 & 42 Vict. c. 15. -	The Customs and Inland Revenue Act, 1878.	Section twenty-seven.
43 & 44 Vict. c. 20. -	The Inland Revenue Act, 1880	Sections fifty-three to fifty-six.
44 & 45 Vict. c. 12. -	The Customs and Inland Revenue Act, 1881.	Sections forty-four to forty-seven.
45 & 46 Vict. c. 72. -	The Revenue, Friendly Societies, and National Debt Act, 1882.	Sections eight to ten, thirteen, fourteen, and seventeen.
46 & 47 Vict. c. 55. -	The Revenue Act, 1883 -	Section fifteen.
47 & 48 Vict. c. 62. -	The Revenue Act, 1884 -	Sections eight to ten.
48 & 49 Vict. c. 51. -	The Customs and Inland Revenue Act, 1885.	Section twenty-one.
50 & 51 Vict. c. 15. -	The Customs and Inland Revenue Act, 1887.	Sections five to sixteen.
51 & 52 Vict. c. 8. -	The Customs and Inland Revenue Act, 1888.	Sections ten to twenty. and the FIRST Schedule.
52 & 53 Vict. c. 7. -	The Customs and Inland Revenue Act, 1889.	Sections sixteen and seventeen.
52 & 53 Vict. c. 42. -	The Revenue Act, 1889 -	Sections fifteen to seventeen, and twenty.
53 & 54 Vict. c. 8. -	The Customs and Inland Revenue Act, 1890.	Sections eighteen to twenty-one.