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## CHAPTER 410

### THE STAMP ACT

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## STAMPS

(31st December, 1887.)

10/1887.  
 3/1890.  
 10/1902.  
 19/1921.  
 10/1922.  
 11/1930.  
 19/1932.  
 1/1933.  
 32/1937.  
 7/1939.  
 11/1939.  
 13/1939.  
 12/1941.  
 8/1942.  
 5/1951.  
 19/1953.  
 1/1955.  
 S.R.O. 22/1956.  
 31/1967.  
 21/1969.  
 9/1976.  
 23/1976.  
 4/1977.  
 20/1977.  
 24/1982.  
 15/1985.  
 13/1986.  
 18/1989.

1. This Act may be cited as the Stamp Act. Short title.
2. The Schedule to this Act and everything therein contained is to be read and construed as part of this Act. Schedule.
3. In this Act— Interpretation.
  - "Commissioner" means the officer for the time being performing the duties of Commissioner of Inland Revenue and includes any officer duly authorised to act on his behalf;
  - "executed" and "execution" with reference to instruments not under seal, mean signed and signature;
  - "Instrument" means every written document;
  - "marketable security" includes all security of such a description as to be capable, according to the use and practice of stock markets, of being bought and sold;

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**CAP. 410)**

*Stamps*

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"material" means every sort of material upon which words or figures can be expressed;

"money" includes all sums expressed in Commonwealth or in any foreign currency;

"person" includes company, corporation, or society;

"postage rates" means rates of postage and other sums payable in pursuance of the Post Office Act or any other Act relating to post office matters and postal money orders;

"stamp" means as well a stamp impressed by means of a die, as an adhesive stamp, and made and issued under the authority of this Act;

Schedule.

"stamp duties" means duties charged and imposed under this Act and set forth in the Schedule and any other stamp duties that may by an Act be charged and imposed;

"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;

"stock" means shares, stock, debentures or debenture stock in any company, corporation or society established in or outside Antigua and Barbuda.

PART I

*General Provisions.*

Uniform stamps for postage and revenue.

**4.** There shall be a uniform stamp or stamps for use throughout Antigua and Barbuda whereby all postage rates and stamp duties respectively shall be denoted or expressed and such stamps shall be adhesive or embossed or impressed or otherwise as the Cabinet shall by order direct:

Provided that the Cabinet may by order direct that a special stamp or stamps may be used concurrently with such uniform stamps as aforesaid.

**5.** The Cabinet shall, by orders, fix the design or designs and the mode in which each design shall be used and the several values of the stamp or stamps to be used in accordance with this Act, and provide proper dies and other implements for denoting by adhesive or embossed or impressed stamps or otherwise the postage rates and stamp duties required by law to be denoted or expressed by means of stamps, and make rules,

Power to fix designs, provide dies, etc.

(a) as to the manner in which stamps may be denoted or expressed;

(b) as to the manner in which stamps may be cancelled;

(c) as to the manner in which stamps destroyed without being used may be allowed for;

(d) as to the places where stamps shall be kept for public sale and as to the particular values of such stamps that shall be kept for sale at such places or any of them;

(e) as to the manner of granting licences for sale of stamps and the form of such licences, the licence duty to be paid for such licence and the remuneration to be allowed to the vendors of stamps;

(f) as to the period of the validity of stamps and the discontinuance of the use of stamps and of dies.

All orders and rules shall be published in the *Gazette* and shall come into force upon publication in the *Gazette* or on and from the date fixed in such orders or rules as the date whereon they are to come into force.

**6.** Subject to any order by the Cabinet stamps may be purchased at the Inland Revenue Department, the Treasury or Post Office and from all such persons as may be licensed to sell stamps.

Purchase of stamps.

**7.** Except when inconsistent with the provisions of this Act stamps when used to denote postage rates shall be deemed postage stamps and shall be subject to all laws for the time being in force in Antigua and Barbuda relating to the administration of the Post Office and to offences against the Post Office or otherwise relating to Post Office matters; and except as aforesaid, stamps when used to denote stamp

subject stamps in force on the subject.

duty shall be subject to all the provisions of this Act and all other laws for the time being in force relating to stamp duties.

**Penalty for forging stamps.**

**8.** Any person who forges or counterfeits any stamp or uses any stamp knowing the same to be forged or counterfeited or to have been previously cancelled or used shall be guilty of felony and be liable on conviction thereof to be imprisoned for any term not exceeding seven years.

**Payment of duties in Schedule. Schedule.**

**9.** (1) Subject to the exemptions contained in the Schedule, and in any other Act for the time being in force, there shall be charged for the use of Her Majesty, Her Heirs and Successors, upon the several instruments specified in the Schedule, the several duties in the said Schedule specified, and no other duties:

**Schedule.**

Provided that in proper cases, the Governor-General, in his discretion, may, by cause shown, remit in part or in whole the duty payable on a licence for marriage.

(2) All moneys realized within Antigua and Barbuda in respect of the sale of stamps issued under this Act shall be paid into the Treasury for the use of Antigua and Barbuda.

**All duties to be paid according to the regulations of this Act.**

**10.** All stamp duties which may, from time to time, be chargeable by law upon any instruments are to be paid and denoted according to the general and special regulations in this Act contained.

## PART II

### *General Regulations.*

**How instruments are to be written and stamped.**

**11.** (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 such instruments is to be separately and distinctly stamped with the duty with which it is chargeable.



(3) Except where by this Act it is otherwise provided, or where the Cabinet by order shall otherwise direct, all stamps may be expressed by adhesive or impressed stamps.

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

**Instruments to be separately charged with duty in certain cases.**

(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 such matters;

(b) An instrument made for any consideration or considerations, in respect whereof it is chargeable with *ad valorem* duty, and also for any further or other valuable consideration or considerations, is to be charged with duty in respect of such last mentioned consideration or considerations as if it were a separate instrument made for such consideration or considerations only.

**13.** All the facts and circumstances affecting the liability of any instrument to *ad valorem* duty, or the amount of the *ad valorem* 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, or Her Heirs or Successors—

**Facts and circumstances affecting duty 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;

(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 forfeit the sum of five hundred dollars.

**14.** When an instrument is chargeable with *ad valorem* duty in respect of any money in any foreign or Commonwealth currency, such duty shall be calculated on the value of such money in East Caribbean currency, according to the current rate of exchange on the day of the date of the instrument.

**Money in foreign or Commonwealth currency to be valued.**

**15.** Where an instrument is chargeable with *ad valorem* duty in respect of any stock or of any marketable security, such duty shall be calculated on the value of such stock or

**Stock and marketable securities to be valued.**

security according to the average price thereof on the day of the date of the instrument.

**Effect of statement of value.**

**16.** 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 such statement, it is, so far as regards the subject matter of such statement, to be deemed duly stamped, unless and until it is shown that such statement is untrue, and that the instrument is in fact insufficiently stamped.

**As to denoting stamp.**

**17.** Where the duty with which an instrument is chargeable depends in any manner upon the duty paid upon another instrument, the payment of such last mentioned duty shall, if application be made to the Commissioner for that purpose, and on production of both the instruments, be denoted, in such manner as such Commissioner thinks fit, upon such first mentioned instrument.

**Terms upon which instruments may be stamped after execution.**

**18.** Except where express provision to the contrary is made by this or any other Act, any unstamped or insufficiently stamped instrument may be stamped after the execution thereof, on payment of the unpaid duty and a penalty of five hundred dollars, and also by way of further penalty, where the unpaid duty exceeds fifty dollars, of interest on such duty, at the rate of eight *per centum per annum*, from the day on which the instrument was first executed, up to the time when such interest is equal in amount to the unpaid duty; and the payment of any penalty or penalties is to be denoted on the instrument by a particular stamp:

Provided that any unstamped or insufficiently stamped instrument which has been first executed at any place out of Antigua and Barbuda may be stamped, at any time within two months after it has been first received in Antigua and Barbuda, on payment of the unpaid duty only.

**As to the remission of penalties.**

**19.** Where an application is made to the Commissioner to stamp any document under the provisions of this Act, and he is, by this Act, empowered to stamp such document on payment of any penalty, such Commissioner may, on being satisfied by declaration or otherwise that the omission to stamp such document, at the time when it should have been stamped prior to such application, has occurred without any

fraudulent intention on the part of the person who should have stamped the same, remit the whole of such penalty or any part thereof.

**20.** (1) Upon the production of any instrument chargeable with any duty as evidence in any Court of Civil Judicature in Antigua and Barbuda, the officer whose duty it is to read the instrument shall call the attention of the Judge to 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 amount of the unpaid duty and the penalty payable by law on stamping the same, as aforesaid, and of a further sum of one dollar and twenty cents, be received in evidence, saving all just exceptions on other grounds.

**Terms upon which unstamped instruments may be received in evidence in Court.**

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

(3) Upon production to the said Commissioner of any instrument in respect of which any duty or penalty has been paid as aforesaid, together with the receipt of the said officer, the payment of such duty and penalty shall be denoted on such instrument accordingly.

**21.** Save and except as aforesaid, no instrument executed in any part of Antigua and Barbuda, or relating, wheresoever executed, to any property situate, or to any matter or thing done or to be done, in any part of Antigua and Barbuda, shall, except in criminal proceedings, be pleaded or given in evidence, or admitted to be good, useful, or available in law or equity, unless it is duly stamped in accordance with the law in force at the time when it was first executed.

**Instruments not duly stamped inadmissible.**

**22.** (1) The Commissioner may determine, in respect of any executed instrument—

**Assessment of duty by Commissioner.**

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- (a) whether it is chargeable with any duty;
  - (b) with what amount of duty it is chargeable.

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

(3) If the Commissioner is of opinion that the instrument is chargeable with duty, he shall assess the duty with which it is, in his opinion, chargeable; and if or when the instrument is duly stamped in accordance with the assessment of the Commissioner, it may be also stamped with a particular stamp denoting that it is duly stamped.

(4) Every instrument stamped with a 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.

(5) Provided as follows—

(a) An instrument upon which the duty has been assessed by the Commissioner shall not, if it is unstamped or insufficiently stamped, be stamped otherwise than in accordance with such assessment of the Commissioner;

(b) Nothing in this section contained extends to any instrument chargeable with duty and made as a security for money or stock without limit;

(c) Nothing in this section contained shall be deemed to authorize the stamping, after the execution thereof, of any instrument prohibited by law from being so stamped.

(6) Until particular stamps are provided for the use under this section, a statement in writing denoting that the instrument is not chargeable with any duty, or that it is duly stamped, as the case may be, and signed by the Commissioner, shall have the same effect and value as a particular stamp has by virtue of this section.

**23.** (1) Any person who is dissatisfied with the assessment of the Commissioner, made in pursuance of the last preceding section, may within thirty days after the date of such assessment, and on payment of duty in conformity therewith, appeal against such assessment to the High Court, and may, for that purpose, require the Commissioner to state and sign a case, setting forth the question upon which his opinion was required, and the assessment made by him.

**Person dissatisfied may appeal. Mode of procedure.**

(2) The Commissioner shall thereupon state and sign a case accordingly, and deliver the same to the person by whom it is required, and, on his application, such case may be set down for hearing before the High Court and shall be heard before any Judge of the High Court sitting in Chambers.

(3) Upon the hearing of such case (due notice of which is to be given to the Commissioner), 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 so chargeable.

(4) If it is decided by the Court that the assessment of the Commissioner is erroneous, any excess of duty which may have been paid in conformity with such erroneous assessment, together with any penalty which may have been paid in consequence thereof, shall be ordered by the Court to be repaid by the Commissioner to the appellant, together with the cost incurred by him in relation to the appeal.

(5) If the assessment of the Commissioner is confirmed by the Court, the costs incurred by the Commissioner in relation to the appeal shall be ordered by the Court to be paid by the appellant to the Commissioner.

**24.** In any case of application to the Commissioner with reference to any instrument, the Commissioner may require to be furnished with an abstract of the instrument, and also with such evidence as he may deem necessary, in order to show to his 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, and may refuse to proceed upon any

**Commissioner may call for, and refuse to proceed without evidence.**

such application until such abstract and evidence have been furnished accordingly:

Provided that no affidavit or statutory declaration made in pursuance of this section shall 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 affidavit or declaration is made shall, on payment of the full duty with which the instrument to which it relates is chargeable, be relieved from any penalty, forfeiture, or disability he may have incurred by reason of the omission to state truly in such instrument any of the facts or circumstances aforesaid.

**Rolls, books, &c. to be open to inspection. Penalty for refusal.**

**25.** (1) All public officers having in their custody any rolls, books, records, papers, documents, or proceedings, the inspection whereof may tend to secure any duty, or to the proof or discovery of any fraud or omission in relation to any duty, shall at all reasonable times, permit any person thereunto authorized by the Commissioner to inspect all such rolls, books, records, papers, documents, and proceedings, and to take such notes and extracts as he may deem necessary, without fee or reward.

(2) Every person who refuses to permit such inspection shall, for every such refusal, forfeit the sum of five hundred dollars.

**Dies and stamps heretofore in use may be used under this Act.**

**26.** All stamps and dies and other implements, heretofore in use in Antigua and Barbuda for the purpose of denoting the duties and other matters to be denoted under any Act or Ordinance repealed by this Act, may, subject to any Order in Council to be made under this Act, be used, after the commencement of this Act, for denoting the duties and other matters to be denoted under this Act, and shall be of equal force and validity throughout Antigua and Barbuda.

**Duties may be made up by several stamps.**

**27.** The duties imposed by this Act may be made up by several stamps, and stamps of greater value than is required may be used upon any instrument.

**General directions as to the cancellation of adhesive stamps. Penalty for neglect or refusal.**

**28.** (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 such

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, so that the stamp may be effectually cancelled, and rendered incapable of being used for any other instrument, or unless it is otherwise proved that the stamp appearing on the instrument was affixed thereto at the proper time.

(2) Where two or more adhesive stamps are used to denote a stamp duty upon an instrument, such instrument is not to be deemed duly stamped, unless the person upon whom the duty of cancellation is by law imposed cancels each or every stamp by writing on or across the same his name or initials, or the name or initials of his firm, together with the true date of his so writing, so that both, or all and every, of the stamps may be effectually cancelled and rendered incapable of being used for any other instrument, or for any postal purpose; or unless it is otherwise proved that the stamps appearing on the instrument were affixed thereto at the proper time.

(3) Every person who, being required by law to cancel an adhesive stamp, wilfully neglects or refuses duly and effectually to do so in manner aforesaid, shall forfeit the sum of five hundred dollars.

29. (1) Any person who—

(a) fraudulently removes or causes to be removed, from any instrument any adhesive stamp, or affixes any adhesive stamp, which has been so removed, to any other instrument, with intent that the stamp may be used again,

(b) sells or offers for sale 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,

(c) practises, or is concerned in, any fraudulent act, contrivance, or device not specially provided for, with intent to defraud Her Majesty, Her Heirs and Successors, of any duty,

shall forfeit, over and above any other penalty to which he may be liable, the sum of three thousand dollars.

**Penalty for frauds  
in relation to  
adhesive stamps.**

Cap. 335.

(2) This section shall be read as if the word "instrument" herein contained embraced a postal packet as defined by the Post Office Act, and as if the word "duty" herein contained embraced any postage duty, as well as any stamp duty, upon an instrument.

Cap. 336.

(3) This section shall not exempt any person from any proceeding, by indictment or otherwise, for any offence which is punishable under any Acts relating to the post office, or the Post Office Offences Act, or otherwise by law:

Provided that no person shall be liable to be punished more than once for the same offence.

Writings transferring freehold or leasehold property, or creating an incumbrance over land.

**30.** All deeds, documents, and writings which purport to transfer freehold or leasehold property, or to create any mortgage, charge, lien, or other incumbrance thereon, and which, by this Act, are required to be stamped with any stamp duty, shall be stamped, within three days after the execution thereof, with an impressed stamp or impressed stamps only, and such stamp or stamps shall be impressed thereon at the Inland Revenue Department.

Spoiled stamps.

**31.** The value of stamps issued under this Act, which may be casually destroyed or spoiled, may be allowed for by the Commissioner, subject to a deduction of ten *per centum* thereon, on proof of such stamp being destroyed or spoiled, such proof being made by declaration under this Act, or otherwise, to the satisfaction of the Commissioner:

Provided that no public officer is to be liable for the value of any stamps casually destroyed or spoiled while in his custody.

Recovery of penalties.

**32.** (1) All penalties under this Act shall be recoverable on summary conviction upon the complaint of the Attorney-General or of any person authorized in writing by the Attorney-General:

Provided that, in any proceeding for the recovery of any penalty under this Act, any written authority for the purpose aforesaid, produced by the complainant, and purporting to be signed by the Attorney-General shall, without any proof, be deemed, until the contrary is shown, to have been so signed.



(2) The Governor-General may, at his discretion, mitigate, stay, or compound proceedings for any penalty; and may reward any person who may inform the Commissioner of any offence against this Act, or assist in the recovery of any penalty.

**33.** (1) Any affidavit or declaration to be made in pursuance, or for the purposes, of this Act may be made before the Commissioner, who is hereby empowered to receive the same and administer oaths for that purpose, or before any commissioner appointed under the Commissioners for Oaths Act, and empowered by his commission to administer oaths in the High Court, or before any Magistrate or notary public, or, at any place out of Antigua and Barbuda, before any person duly authorized to administer oaths there.

**Affidavits and declarations, how to be made.**

**Cap. 90.**

(2) Any person making any affidavit or declaration in Antigua and Barbuda under this Act, wilfully knowing the same to be false, shall be guilty of perjury.

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

**Moneys received, and not appropriated, to be recoverable before a Magistrate.**

(2) A Magistrate may, upon application to be made for that purpose on behalf of the Commissioner, upon such affidavit as may appear sufficient, grant a rule requiring any such person as aforesaid, or the officer of any Court, or the executor or administrator of such office or person, to show cause why he should not deliver the Commissioner an account, upon oath, of all duties and sums of money received by such person or officer, and why the same should not be forthwith paid to the Commissioner, or to such other person as the Governor-General may appoint to receive the same, and the Magistrate may make absolute any such rule, and enforce, by attachment or otherwise, the payment of

such duties or sums of money as, on such proceedings may appear to be due, together with the costs of the proceedings.

## PART III

*Special Regulations*

## AGREEMENTS.

Duty on agreements may be denoted by adhesive stamp.

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

## BANK NOTES, BILLS OF EXCHANGE, AND PROMISSORY NOTES.

Stamping of bills of exchange.

**36.** Except where express provision is made to the contrary stamp duties for the time being chargeable on any bills of exchange shall be denoted by impressed stamps only.

Definition of "bill of exchange".

**37.** (1) The term "bill of exchange," for the purposes of this Act, includes also draft, order, cheque, and letter of credit, and any document or writing (except a banknote) 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 therein mentioned.

(2) 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, is to be deemed, for the purposes of this Act, a bill of exchange for the payment of any sum of money on demand.

(3) An order for the payment of any sum of money weekly, monthly, or at any other stated periods, and also any order for the payment by any person, at any time after the date thereof, of any sum of money, 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, is to be

deemed, for the purposes of this Act, a bill of exchange for the payment of money on demand.

**38.** (1) The term "promissory note" includes any document or writing containing a promise to pay any sum of money.

Definition of "promissory note".

(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, for the purposes of this Act, a promissory note for the said sum of money.

**39.** The duty on a bill of exchange for the payment of money on demand may be denoted by an adhesive stamp, which, when the bill is drawn in Antigua and Barbuda, is to be cancelled by the person by whom the bill is signed, before he delivers it out of his hands, custody, or power.

Duty on bill of exchange may be denoted by adhesive stamp.

**40.** (1) The *ad valorem* duties upon bills of exchange and promissory notes drawn or made out of Antigua and Barbuda are to be denoted by adhesive stamps.

*Ad valorem* duties to be denoted in certain cases by adhesive stamps. Provisos for the protection of *bonâ fide* holders. Not to relieve any other person.

(2) Every person into whose hands any such bill or note comes in Antigua and Barbuda before it is stamped shall, before he presents for payment, or indorses, transfers, or in any manner negotiates, or pays, such bill or note, affix thereto a proper adhesive stamp, or proper adhesive stamps, of sufficient amount, and cancel every stamp so affixed thereto.

(3) Provided as follow+

(a) If at the time when any such bill or note comes into the hands of any *bonâ fide* holder thereof, there is affixed hereto an adhesive stamp effectually obliterated, and purporting and appearing to be duly cancelled, such stamp shall, so far as relates to such holder, be deemed to be duly cancelled, although it may not appear to have been so affixed and 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 thereof, there is

affixed thereto an adhesive stamp not duly cancelled, it shall be competent for such holder to cancel such stamp as if he were the person by whom it was affixed, and, upon his so doing, such bill or note shall be deemed duly stamped, and as valid and available as if the stamp had been duly cancelled by the person by whom it was affixed.

(4) Neither of the foregoing provisos shall relieve any person from any penalty incurred by him for not cancelling any adhesive stamp.

**Bill and notes, &c. purporting to be drawn abroad.**

**41.** A bill of exchange or promissory note purporting to be drawn or made out of Antigua and Barbuda is, for the purposes of this Act, to be deemed to have been so drawn or made, although it may, in fact, have been drawn or made within Antigua and Barbuda.

**Effect of non-compliance with provisions of Act in case of certain bills of exchange.**

**42.** Notwithstanding anything in this Act, a bill of exchange which is presented for acceptance, or accepted, or payable, outside Antigua and Barbuda shall not be invalid by reason only that it is not stamped in accordance with the provisions of this Act, and any such bill of exchange which is unstamped or not properly stamped may be received in evidence on payment of the proper duty and penalties as provided by sections 18 and 20.

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

**43.** (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 stamps on payment of the duty, and a penalty of one hundred dollars if the bill or note be not then payable according to its tenor, and five hundred dollars if the same be so payable.

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

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

**44.** (1) Every person who issues, indorses, transfers, negotiates, presents for payment, or pays any bill of exchange or promissory note liable to duty and not being duly stamped shall forfeit the sum of five hundred dollars, and the person who takes or receives from any other person

any such bill or note not being duly stamped, 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:

Provided that if any bill of exchange for the payment of money on demand, is presented for payment unstamped, the person to whom it is so presented may affix thereto a proper adhesive stamp, and cancel the same, as if he had been the drawer of the bill, and may, upon so doing, pay the sum in the said bill mentioned, and charge the duty in account against the person by whom the bill was drawn, or deduct such duty from the said sum, and such bill is, so far as respects the said duty, to be deemed good and valid.

(2) The foregoing proviso shall not relieve any person from any penalty he may have incurred in relation to such bill.

**45.** Where 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 such duly 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 such lost or destroyed bill, may, although unstamped, be admitted in evidence to prove the contents of such lost or destroyed bill.

**One bill only of a set need be stamped.**

**46.** The Commissioner may enter into an agreement with any banker for the composition, in accordance with the following provisions of this section, of the stamp duty chargeable on Bills of Exchange, Cheques or Orders payable on demand or at sight or on presentation or within three days after date or sight—

**Composition of Duty on cheques etc.**

(a) drawn on the banker by his customers on forms supplied by him, or

(b) drawn by the banker on himself or another banker,

as may be specified in the agreement.

(2) Any such agreement shall require the banker to deliver to the Commissioner periodical accounts in respect

of the instruments to which the agreement relates giving particulars —

(a) of forms supplied by him to his customers with a view to their being completed and issued as such instruments by the customers and of forms so supplied but returned unused or spoilt; and

(b) of such instruments issued by him,

and may contain such other terms and conditions as the Commissioner thinks proper.

(3) Where any such agreement has been made with a banker, any instrument to which the agreement relates and which bears such indication of the payment of stamp duty as the Commissioner may require shall not be chargeable with stamp duty, but the banker shall pay to the Commissioner on the delivery of any account under the agreement, such sums as would but for the provision of this section have been chargeable by way of stamp duty on such instruments issued during the period to which the account relates, it being assumed for this purpose that the number of such instruments issued by his customers was equal to the number of forms supplied less the number of forms returned as mentioned in paragraph (a) of the last foregoing subsection.

(4) Where a banker makes default in delivering any account required by any such agreement or in paying the duty payable on the delivery of any such account, he shall be liable to a fine not exceeding five hundred dollars for any period during which the default continues and shall also be liable to pay to Her Majesty, in addition to the duty, interest thereon at the rate of five *per cent per annum* from the date when the default begins.

(5) For the purposes of this section the expression "banker" means any person carrying on the business of banking in Antigua and Barbuda

#### BILLS OF LADING.

**Bills of lading.**

**47.** (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 forfeit the sum of three thousand dollars.

#### BILLS OF SALE.

**48.** A copy of a bill of sale is not to be filed unless the original, duly stamped, is produced to the proper officer. **Bills of sale.**

#### BONDS GIVEN IN RELATION TO DUTIES OF EXCISE.

**49.** If any person required by any Act in force in Antigua and Barbuda or by the direction of the Commissioner or any of the officers of the Commissioner, to give or enter into any bond for or in respect of any duties or excise, or for preventing frauds or evasion thereof, 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 co-partners, or joint tenants or tenants in common, he shall, for every such offence, forfeit the sum of three thousand dollars. **Bonds not to include goods &c., belonging to more than one person.**

#### CHARTERPARTIES.

**50.** The duty upon an instrument chargeable with duty as a charterparty 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. **Duty may be denoted by an adhesive stamp.**

**51.** Where any document chargeable with duty as a charterparty, not being duly stamped, is first executed out of Antigua and Barbuda any party thereto may, within ten days after it has been first received in Antigua and Barbuda, and before it has been executed by any person in Antigua and Barbuda, affix thereto an adhesive stamp denoting the duty chargeable thereon, and at the same time cancel such adhesive stamp; and the instrument with an adhesive stamp thereon so affixed and cancelled shall be deemed duly stamped. **Charterparties executed abroad.**

**52.** An executed instrument chargeable with duty as a charterparty, and not being duly stamped, may be stamped by the Commissioner if it is executed, upon the following terms, that is to say— **Terms upon which charterparties may be stamped after execution.**

(a) within three days after the first execution thereof, on payment of the duty and a penalty of fifty dollars.

(b) after three days, but within one month after the first execution thereof, on payment of the duty and a penalty of two hundred and fifty dollars,

but shall not in any other case be stamped by the Commissioner.

#### CONVEYANCES ON SALE.

##### Definition.

**53.** The term "conveyance on sale" includes every instrument, and every decree or order of any Court or of any commissioners, whereby any property, upon the sale thereof, is legally or equitably transferred to or vested in the purchaser, or any other person on his behalf or by his direction.

##### Ad valorem duty on stock and securities.

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

(2) Where the consideration, or any part of the consideration, for a conveyance on sale consists of any security not being marketable security, such 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 such security.

(3) Where the consideration, or any part of the consideration, for a conveyance on sale consists of any stock or marketable security, such conveyance on sale may be executed before being stamped:

Provided that security is given to the satisfaction of the Commissioner for the payment of the duty within twenty-four hours after the value of such stock or security, at the date of its execution, can be ascertained.

##### Consideration consisting of periodical payments.

**55.** (1) Where the consideration, or any part of the consideration, for a conveyance on sale consists of money payable periodically for a definite period, so that the total amount to be paid can be previously ascertained, such conveyance is to be charged, in respect of such 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 in perpetuity, or for any indefinite period not terminable with life, such conveyance is to be charged, in respect of such consideration, with *ad valorem* duty on the total amount which would or may, according to the terms of sale, be payable during the period of twenty years next after the day of the date of such 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, such conveyance is to be charged, in respect of such consideration, with *ad valorem* duty on the amount which would or may, according to the terms of sale, be payable during the period of twelve years next after the day of the date of such instrument:

Provided that no conveyance on sale chargeable with *ad valorem* duty in respect of any periodical payments, and containing also provision for securing such periodical payments, is to be charged with any duty whatever in respect of such provision, and no separate instrument made in any such case for securing such periodical payments is to be charged with any higher duty than two dollars and forty cents.

**56.** 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, such debt, money, or stock, is to be deemed the whole or part, as the case may be, of the consideration in respect whereof the conveyance is chargeable with *ad valorem* duty.

Conveyance in consideration of a debt, or subject to future payment &c.

**57.** (1) Where any property has been contracted to be sold for one consideration for the whole, and 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.

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(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 ualorem* duty in respect of the distinct part of the consideration therein specified.

(3) 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 ualorem* duty in respect of the consideration for the sale by the original purchaser to the sub-purchaser.

(4) Where a person having contracted for the purchase of any property, but not having obtained a conveyance, contracts to sell the whole, of 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.

(5) 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 exempt from the said *ad ualorem* duty, and chargeable only with the duty to which it may be liable under any general description, but such last mentioned duty shall not exceed the *ad valorem* duty.

**Sale of an annuity or right not before in existence.**

**58.** 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 all the purposes of this Act, to be deemed an instrument of conveyance on sale.

59. Where there are several instruments of conveyance for completing the purchaser's title to the 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 such last mentioned duty shall not exceed the *ad valorem* duty payable in respect of the principal instrument.

Where several instruments, the principal instrument only to be charged with *ad valorem* duty.

60. In any 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.

Principal instrument how to be ascertained.

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

61. 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 chargeable with duty as a conveyance or transfer of property.

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

#### GIFTS INTER VIVOS.

62. (1) Any conveyance or transfer operating as a voluntary disposition *inter vivos* shall be chargeable with the like stamp duty as if it were a conveyance or transfer on sale, with the substitution in each case of the value of the property conveyed or transferred for the amount of value of the consideration for the sale.

Stamp duty on gifts *inter vivos*.

(2) The provisions of section 22 shall apply to any conveyance or transfer operating as a voluntary disposition *inter vivos*.

(3) Where the instrument is chargeable with duty both as a conveyance or transfer under this section and as a settlement under the heading "Settlement" in the Schedule hereto, the instrument shall be charged with duty as a

conveyance or transfer under this section, but not as a settlement under the said Schedule.

(4) Any conveyance or transfer (not being a disposition made in favour of a purchaser or encumbrancer or other person in good faith and for valuable consideration) shall, for the purposes of this section, be deemed to be a conveyance or transfer operating as a voluntary disposition *inter vivos*, and (except where marriage is the consideration) the consideration for any conveyance or transfer shall not for this purpose be deemed to be valuable consideration where the Commissioner is of the opinion that by reason of the inadequacy of the sum paid as consideration or other circumstances the conveyance or transfer confers a substantial benefit on the person to whom the property is conveyed or transferred.

(5) A conveyance or transfer made for the nominal consideration for the purpose of securing the repayment of an advance or loan or made for effectuating the appointment of a new trustee or the retirement of a trustee, whether the trust is expressed or implied, or under which no beneficial interest passes in the property conveyed or transferred, or made to a beneficiary by a trustee or other person in a fiduciary capacity under any trust, whether expressed or implied, or a disentailing assurance not limiting any new estate other than an estate in fee simple, in the person disentailing the property, shall not be charged with duty under this section, and this subsection shall have effect notwithstanding that the circumstances exempting the conveyance or transfer from charge under this section are not set forth in the conveyance or transfer.

#### DUPLICATES AND COUNTERPARTS.

Stamping  
duplicates and  
counterparts.

**63.** The duplicate or counterpart of any 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 thereon, or in such other way as the Cabinet may direct, 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.

64. Where upon the exchange of any real property for any other real property, or upon the partition or division of any real property, any consideration exceeding in amount or value four hundred and eighty dollars is paid or given, or agreed to be paid or given, for equality, the principal or only instrument whereby such exchange or partition or division is effected is to be charged with the same *ad valorem* duty as a conveyance on sale for such consideration, and with such 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, according to the provisions of sections 59 and 60.

Exchange and partition of real estate.

## MORTGAGES, &amp;c.

65. The term "mortgage" means a security by way 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—

Definition.

(a) a memorandum of mortgage under the Title by Registration Act, Cap. 429.

(b) any conveyance of any lands, estate, or property whatsoever in trust to be sold or otherwise converted into money, intended only as security, and redeemable before the sale or other disposal thereof, whether by express stipulation or otherwise, except where such conveyance is made for the benefit of creditors generally, or for the benefit of creditors specified who accept the provisions made for payment of their debts in full satisfaction thereof, or who exceed five in number,

(c) any defeasance, letter of reversion, declaration, or other deed or writing for defeating, or making redeemable, or explaining, or qualifying any conveyance or disposition of any lands, estate, or property whatsoever, apparently absolute, but intended only as a security,

(d) any agreement, contract, or bond accompanied with a deposit of title deeds for making a mortgage, or any such other security or conveyance as aforesaid, of any lands, estate, or property comprised in such title deeds, or for pledging or charging the same as a security,

(e) any conditional surrender by way of mortgage, further charge, or disposition of or affecting any lands, estate, or property, real or personal, heritable or movable, whatsoever.

**Security for stock.**

**66.** 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 such stock, and a transfer, assignment, or disposition of any such security, and a reconveyance, release, discharge, surrender, resurrender, or warrant to vacate, or renunciation of any such security, shall 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 such stock.

**Security for future advances.**

**67.** (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 thereon extends to cover:

Provided that no money to be advanced for the insurance of any property comprised in any such security against damage by fire, or for keeping up any policy of life insurance comprised in such security, or for effecting in lieu thereof any new policy, or for the renewal of any grant or lease of any property comprised in such security upon the dropping of any life whereon such property is held, shall be reckoned as forming part of the amount in respect whereof the security is chargeable with *ad valorem* duty.

**Security for repayment by periodical payments.**

**68.** A security for the payment of any rent-charge, annuity or periodical payments, by way of repayment, or in satisfaction or discharge, of any loan, advance, or payment

intended to be so repaid, satisfied, or discharged, is to be charged with the same duty as a similar security for the payment of the sum of money so lent, advanced, or paid.

**69.** No transfer of a duly stamped security, and no security by way of further charge for money or stock, added to money or stock previously secured by a duly stamped instrument, is to be charged with any duty by reason of containing any further or additional security for the money or stock transferred or previously secured, or for the interest or dividends thereof, or any new covenant, power, proviso, stipulation, or agreement in relation thereto, or any further assurance of the property comprised in the transferred or previous security.

Transfers and further charges.

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

Mortgage with conveyance of equity of redemption.

#### NOTARIAL ACTS.

**71.** 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.

Duty may be denoted by an adhesive stamp.

#### RECEIPTS.

**72.** The term "receipt" means any note, memorandum, or writing whatsoever, whereby any money amounting to five dollars or upwards, or any bill of exchange or promissory note for money amounting to five dollars or upwards is acknowledged or expressed to have been received, deposited, or paid, or whereby any debt or demand, or any part of a debt or demand, of the amount of five dollars or upwards, is acknowledged to have been settled, satisfied, or discharged, or which signifies or imports any such acknowledgement, and whether the same is or is not signed with the name of any person.

Definition.

**73.** Upon every transaction of such amount and nature as is referred to in section 72 a receipt shall be given by the

Duty may be denoted by adhesive stamp.

person acknowledging receipt of such money, or settlement, satisfaction or discharge of such debt or demand, and such person shall cause the duty upon such receipt to be paid by affixing thereto an adhesive stamp which shall be cancelled by the person giving the receipt before delivering it to the payer.

**Terms upon which receipts may be stamped after execution.**

**74.** A receipt given without being stamped may be stamped by the Commissioner upon the terms following, that is to say—

(a) Within fourteen days after it has been given, on payment of the duty and a penalty of two hundred and fifty dollars;

(b) After fourteen days after it has been given, on payment of the duty and a penalty of five hundred dollars;

and shall not in any other case be stamped.

**Penalty for offences.**

**75.** If any person—

(a) gives any receipt liable to duty and not duly stamped;

(b) in any case where a receipt would be liable to duty, fails to give a receipt duly stamped;

(c) upon a payment to the amount of five dollars or upwards, gives a receipt for a sum not amounting to five dollars or separates or divides the amount paid with intent to evade the duty;

he shall forfeit the sum of three thousand dollars.

**Conveyances and transfers on sale to be certified before being stamped.**

**76.** (1) Where any Instrument, being a conveyance or transfer on sale, is chargeable with stamp duty, that Instrument shall not be stamped unless there is written thereon or annexed thereto a certificate in accordance with the provisions of this section.

(2) Where the sum of money stated in any Instrument specified in subsection (1) as being the consideration for the conveyance or transfer on sale is the full value of the property concerned, a statement to that effect shall be included in every certificate issued pursuant to this section.



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(3) Where the sum of money stated in any Instrument specified in subsection (1) as being the consideration for the conveyance or transfer on sale is less than the full value of the property concerned, there shall be included in every certificate issued pursuant to this section a statement of the full value of that property.

(4) A certificate under this section shall be in writing and shall be signed and dated by the person conveying or transferring the property concerned or by his solicitor.

(5) A person who contravenes any of the provisions of this section is guilty of an offence and liable on summary conviction therefor to a fine of five thousand dollars or to imprisonment for two years or to both such fine and such imprisonment.

**77.** All acts, matters and things whatsoever done or omitted to be done, in good faith, by the Government, the Commissioner of Inland Revenue, any Government officer, or any person acting by and with the authority of the same (in this section collectively called the said authority and persons) between the fifteenth day of March 1977 and the day upon which the Stamp (Amendment and Validation) Act, 1982 came into operation as law (both days inclusive) affecting, concerning or relating to the determination, assessment, collection or payment of stamp duty charged and imposed under this Act upon any conveyance or transfer on sale, whether or not such stamp duty was in excess of that chargeable according to law, are hereby declared to be valid for all intents and purposes whatsoever and each and every one of the said authority and persons liable to be legally proceeded against in respect of or in connection with all or any of the aforesaid acts, matters and things, unlawfully or improperly done or omitted to have been done, are hereby freed, acquitted, discharged and indemnified as well against Her Majesty as against all persons whatsoever, from such liability.

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Validation and  
Indemnity.

24/1982.

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SCHEDULE	Secs. 2,9.
<p>AFFIDAVIT or STATUTORY DECLARATION                      in addition thereto for each exhibit therein referred to and                      required to be marked</p>	<p>\$5.00                      \$1.00</p>

Exemption

made for the immediate purpose of being filed, read or used in any Court or before any Officer of any Court.

AGREEMENT or CONTRACT, accompanied with a deposit. See Mortgage, etc., and section 65.

AGREEMENT FOR A LEASE, or for any Letting, see LEASE.

AGREEMENT or MEMORANDUM OF AGREEMENT made under hand only, and not otherwise specifically charged with any duty, whether the same be only evidence of a contract, or obligatory upon the parties from its being a written instrument, not made by a public officer specifically, in relation to land, where the subject matter thereof is of the value exceeding \$25 and not exceeding \$250. \$5.00

of the value exceeding \$250, for each \$250 or part thereof \$7.50

any other, where the subject matter thereof is of the value exceeding \$25 but not exceeding \$250. \$5.00

any other, where the subject matter thereof is of the value exceeding \$250. \$10.00

Exemptions

(a) Agreement or memorandum the subject matter whereof is of the value of \$25 or less.

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

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

APPOINTMENT OF A NEW TRUSTEE, and appointment in execution of a power over any property, or of use, share or interest in any property, by any instrument not being a will. \$30.00

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APPRAISEMENT or VALUATION of any property or of any repairs wanted, or of the materials and labour used or to be used in any building of any artificer's work whatsoever – where the amount of the appraisal or valuation does not exceed \$15,000	\$25.00
exceeds \$15,000	\$50.00

## Exemptions

(a) Appraisal or valuation made for, and for the information of, one party only, and not being in a manner obligatory as between parties either by agreement or operation of law.

(b) Appraisal or valuation by assessors or valuers nominated under the Land Acquisition Act (Cap. 233).

## ASSIGNMENT or ASSIGNATION.

By way of security, or of any security, See MORTGAGE, etc.

ATTORNEY LETTER or POWER OF See LETTER or POWER OF ATTORNEY.

## AWARD—

where the amount or value of the matter in dispute does not exceed \$150	\$1.50
exceeds \$150 and does not exceed \$250	\$7.50
exceeds \$250 and does not exceed \$500	\$10.00
exceeds \$500–\$10 and for every additional \$250 or fractional part thereof a further	\$2.00

BILL OF EXCHANGE, CHEQUE or ORDER, payable on demand or at sight, or on presentation within three days after date of sight.	.10
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## Exemptions

Cheque drawn by the Financial Secretary or the Accountant-General on government Account or by any other Public Officer in the execution of his duty.

BILL OF EXCHANGE of any other kind whatsoever (except a bank note) and promissory note of any kind drawn or expressed to be payable, or actually paid, or endorsed, or in any manner negotiated in Antigua and Barbuda – where the amount or value of the money for which the bill or note is drawn or made does not exceed \$25

	\$1.00
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exceeds \$25 and does not exceed \$50	\$1.50
exceeds \$50 and does not exceed \$150	\$2.00
exceeds \$150 and does not exceed \$250	\$2.50
exceeds \$250 and does not exceed \$500	\$10.00
exceeds \$500 for every \$500, and also for any fractional part of \$500, of such amount or value a further	\$2.00

Exemptions

(a) Letter of credit granted in Antigua and Barbuda authorising drafts to be drawn out of Antigua and Barbuda payable in Antigua and Barbuda.

(b) Coupon or warrant for interest attached to and issued with any security.

BILL OF LADING, of or for goods, merchandise, or effects to be exported. \$5.00

**BILL OF SALE**

Absolute See CONVEYANCE on SALE by way of security. See MORTGAGE, etc. and see Section 48, and Bills of Sale Act (Cap. 51).

BOND for securing the payment or repayment of money, or the transfer or retransfer of stock. See MORTGAGE etc.

BOND, BILL and other bonds of Indemnity not specifically charged with any duty. \$10.00

BOND accompanied with a deposit of title deeds for making a mortgage or other security, on any estate or property comprised. See MORTGAGE, etc. and section 65.

CHARTERPARTY, or any agreement or contract for the charter of any ship or vessel. \$30.00

And See sections 50–52  
 CONSTAT of Letters Patent.  
 See EXEMPLIFICATION.

CONTRACT  
 SEE AGREEMENT.

CONVEYANCE or TRANSFER of any stock or funded debt of any company or corporation.

(a) On sale –  
 for every \$100, and any fractional part of \$100, of the amount or value of the consideration for the Sale. \$2.50

(b) By way of gift:  
the same rate of duty as CONVEYANCE or TRANSFER ON SALE

(c) By way of security:  
See MORTGAGE, etc.

CONVEYANCE or TRANSFER ON SALE of any property (not being any stock or funded debt falling within the last preceding item) for every \$100, and any fractional part of \$100, of the value of the property conveyed or transferred. \$2.50

where the conveyance or transfer relates to lands or hereditaments there shall also be payable by the vendor or transferor, for every \$100, and any fractional part of \$100 of the value of the property conveyed or transferred. \$5.00

CONVEYANCE or TRANSFER operating as a voluntary transfer *inter vivos*. The same duty as a CONVEYANCE ON SALE the value of the property conveyed or transferred being taken as the amount of the consideration. And see section 62.

CONVEYANCE OR TRANSFER of any kind not herein-before described. \$10.00

And see section 61.

COUNTERPART

See DUPLICATE.

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

See MORTGAGE, etc.

DEBENTURE for securing the payment or repayment of money, or retransfer of stock.

See Mortgage, etc.

DECLARATION (Statutory)

See AFFIDAVIT.

DEED of any kind whatever, not described in this Schedule \$40.00

DEPOSIT of TITLE DEEDS

See MORTGAGE, etc. and section 65.

DRAFT for money.

See BILL OF EXCHANGE, and section 37.

DUPLICATE OR COUNTERPART of any instrument chargeable with any duty.

where such duty amounts to \$400 or less, the same duty as the original instrument

In any other case \$40.00

And see section 63

EXCHANGE, Instruments affecting –

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In the case specified in section 64, see that section. \$40.00  
 EXEMPLIFICATION or CONSTAT, under the Public Seal of Antigua and Barbuda of any letters patent \$100.00  
 EXEMPLIFICATION under the seal of any Court, or under the Public Seal of Antigua and Barbuda, of any record or proceeding. \$50.00  
 FURTHER CHARGE or FURTHER SECURITY  
 See MORTGAGE, and section 69.  
 LEASE or AGREEMENT FOR A LEASE –

- (1) For any definite term or any indefinite term of any lands or hereditaments – where the consideration or any part of the consideration, moving either to the lessor or any other person, consists of money, stock, or security, not being by way of rent –  
 In respect of every \$100, of such consideration –  
     to be payable by the lessee \$2.50  
     to be payable by the lessor \$5.00

IN respect of such consideration –

If the rent, whether reserved as a yearly rent or otherwise, is at a rate or average rate per year	If the term does not exceed 25 years or is indefinite	If the term exceeds 25 years but does not exceed 50 years.	If the term exceeds 50 years
Not exceeding \$100 per annum	\$ (t. 10.00	\$ £. 20.00	\$ £. 50.00
Exceeding \$100 and not exceeding \$500	50.00	150.00	300.00
Exceeding \$500 and not exceeding \$1000	60.00	300.00	500.00
Exceeding \$1000 and for every \$200	60.00	300.00	500.00
and also for any fractional part thereof a further	20.00	100.00	300.00

- (2) Of any other kind whatsoever not hereinbefore described \$50.00

LETTER or POWER OF ATTORNEY,  
 Mandate or other instrument in the nature thereof

(a) For the receipt of the dividends or interest of any stock –

where made for the receipt of one payment only	\$5.00
in any other case	\$20.00

(b) for the receipt of any sum of money, or any bill of exchange or promissory note for any such money exceeding \$250, or any periodical payment not exceeding the sum of \$50.00 (not being hereinbefore charged) \$15.00

(c) of any kind whatsoever not hereinbefore charged \$30.00

#### LOANS TO NON-CITIZENS

(a) Any Bank or Financial Institution which provides loans to a non-citizen is liable to payment of Stamp Duty of three per cent of the total amount so provided.

(b) For the purpose of this paragraph, the expression "non-citizen" has the meaning assigned to it by section 2 of the Non-Citizens Land Holding Regulation Act, and the expressions "Bank" and "Financial Institutions" have the meaning assigned to them in Section 2 of the Banking Act, and section 2 of the Financial Institutions (Non-Banking) Act, respectively.

#### MORTGAGE BOND, DEBENTURE, COVENANT or a Warrant of Attorney to confess and enter up judgment.

(a) being the only or principal or primary security for the payment or repayment of money –

not exceeding \$100	\$2.00
exceeding \$100 and not exceeding \$500	\$3.00
exceeding \$500 and not exceeding \$1,000	\$5.00
exceeding \$1,000 and not exceeding \$1,500	\$7.00
exceeding \$1,500, for every \$500, and also every fractional part of \$500, of such amount	\$3.00

(b) being collateral, or auxiliary or additional, or substituted security, or by way of further assurance for the above mentioned purpose where the principal or primary security is duly stamped – for every \$500, and also every fractional part of \$400, of the amount secured. \$1.10

(c) transfer, assignment or disposition of any mortgage bond, debenture, covenant, or foreign

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security or of any money or stock secured by any such instrument or by any warrant or attorney to enter up judgment, or by any judgment – for every \$500, and also for any fractional part of \$500 of the amount transferred or assigned – \$3.00

(d) reconveyance, release, discharge, surrender, resurrender, warrant to vacate or renunciation of any such security as aforesaid, or of the benefits thereof or of the money thereby secured for every \$500, and also for any fractional part of \$500, of the total amount or value of the money at any time secured. \$3.00  
And see sections 65–70.

NOTARIAL ACT of any kind whatsoever (except a protest of a bill of exchange or promissory note) \$5.00

**POLICIES OF INSURANCE**

(1) LIFE ASSURANCE. Upon all categories of LIFE ASSURANCE for every \$1,000 insured and also for any fractional part of \$1,000 \$2.00

(2) POLICES OF INSURANCE AGAINST LOSS DUE TO FIRE, HURRICANE, EARTHQUAKE AND SUCH LIKE

Sum Insured not exceeding \$4,999	\$1.00
exceeding \$4,999 and not exceeding \$9,999	\$2.00
exceeding \$9,999 and not exceeding \$19,999	\$3.50
exceeding \$19,999 and not exceeding \$29,999	\$5.00
exceeding \$29,999 and not exceeding \$39,999	\$7.00
exceeding \$39,999	\$15.00

(3) UPON EVERY OTHER TYPE OF INSURANCE \$5.00

**Exemptions**

(a) Policy of Insurance against accident

(b) Policy of insurance for any payment agreed to be made during the sickness of any person or his incapacity from personal injury.

PROCURATION, deed or other instrument of \$20.00

PROMISSORY NOTE  
See BILL OF EXCHANGE.  
and section 71.



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PROTEST of any bill of exchange or promissory note – where the duty on the bill or note does not exceed 30c. (the same duty on the bill or note)	
in any other case	\$4.00
And see section 71.	
PROXY, See LETTER or POWER OF ATTORNEY.	
RECEIPT given for, or upon the payment of money amount- ing to \$5.00 or upwards.	.10
And see sections 72 and 73.	

## Exemptions

(a) Receipt given for money deposited in any bank or with any banker to be accounted and expressed to be received of the person to whom the same is to be accounted for.

(b) Acknowledgement by any banker of the receipt of any bill of exchange or promissory note, for the purpose of being presented for acceptance or repayment.

(c) Receipt given for or upon the payment of any taxes or duties imposed by an Act or of money to or for the use of Her Majesty, Her Heirs or successors.

(d) Receipt given by an officer of any public department of Antigua and Barbuda for money paid to by way of imprest or advance, or adjustment of an account, whereby he derives no personal benefit therefrom.

(e) Receipt written upon a bill of exchange or promissory note duly stamped.

(f) Receipt endorsed 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.

(g) Receipt given for drawback or bounty upon exportation of any goods or merchandise from Antigua and Barbuda.

(h) Receipt given for the return of any duties of customs upon certificates of over entry.

(i) Receipt given for the return of any amount deposited as security for duty.

(j) Receipt for money withdrawn from a Savings Bank.

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RECONVEYANCE, RELEASE, OR RENUNCIATION OF ANY PROPERTY  
 See Mortgage, etc.  
 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, etc.  
 In any other case \$8.00

RENUNCIATION  
 See RECONVEYANCE and RELEASE

REVOCAION of any use or trust of any property by deed, or by any writing. \$8.00

SETTLEMENT – any instrument whether voluntary or upon any good or valuable consideration, otherwise than a *bonâ fide* pecuniary consideration, whereby any definite and certain principal sum of money (whether charged or chargeable on lands or other hereditaments, or not, or to be laid out in the purchase of lands or other hereditaments, or not) or any definite or certain amount of stock, or any security, is settled or agreed to be settled in any manner whatsoever – for every value of the property settled or agreed to be settled. \$10.00  
 And see section 62

Exemption

Instrument of appointment relating to any property in favour of persons specially named or described as the objects of a power of appointment created by a previous settlement stamped with *ad valorem* duty in respect of the same property; or by a will where duty has been paid in respect of the same property; as personal estate of the testator.

TRANSFER.  
 See CONVEYANCE OR TRANSFER.

VALUATION  
 See APPRAISEMENT

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, etc.  
 WARRANT OF ATTORNEY of any other kind \$10.00

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**GENERAL EXEMPTIONS FROM ALL STAMP DUTIES**

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

(b) Bonds given to the Provost-Marshal or other persons upon the replevy of any goods or chattels, and assignments of such bonds.

(c) Instruments made by, to, or with the Government of Antigua and Barbuda, for the purchase, sale, exchange, conveyance or lease of any lands vested in any such Government, or acquired for public purposes.

(d) Instruments or documents required in connection with the conveyance or transfer of property to a foreign Government or State for diplomatic or consular purposes or for the use of its agencies in Antigua and Barbuda where stamp duty, if charged, would fall to be borne directly by such foreign Government or State and provided such foreign Government or State accords similar exemption to the Government of Antigua and Barbuda.

And see section 27 of Post Office Act (Cap. 335).

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