

5. Adhesive and impressed stamps shall be issued by the Commissioner to Postmasters and to the Assistant Commissioners on requisitions signed by authorized officers.

6. Licensed dealers are required to sell to the public for cash any stamps in their possession on demand during the hours when their premises are open for the transaction of business.

7. Licensed dealers may purchase supplies of stamps from post-offices or from the Stamp Duties Office. In the case of purchases from the Stamp Duties Office applications for a supply less in value than £2 shall not be received.

8. A discount of £2 10s. per centum shall be allowed by Postmasters and by the Stamp Duties Office on all purchases by licensed dealers of £2 worth or more of stamps of a denomination not exceeding 1s.

9. Application to the Stamp Duties Office for adhesive and impressed stamps shall be made on the forms A and B respectively.

10. The duty on instruments required to be stamped on or before execution may be denoted by an impressed stamp impressed upon the paper or material upon which such instrument is to be written. Such impressed stamp may be created by the Commissioner at the Head Office or by the Government Printer for the Commissioner at his discretion.

11. Persons may purchase from the Stamp Duties Office forms impressed as aforesaid out of stock supplied by the Commissioner. The Stamp Duties Office shall not be required to stock such forms as cheques, bills of lading, and other similar forms.

12. Persons requiring the Commissioner to impress paper as provided by regulation 4 shall make application to the Commissioner on the form C. Such application shall be for a minimum value of £2, and shall be accompanied by a remittance for the amount of duty and return postage on the paper forwarded to be impressed if such is to be returned by the Commissioner through the post.

13. Neither the Commissioner nor his officers shall be held responsible for any loss by reason of any stamped paper being obtained by a person not legally entitled thereto.

14. Paper shall not be impressed as aforesaid unless and until the duty and return postage are paid to the Commissioner at the Head Office, Wellington.

15. Instruments required to be stamped after the same have been executed shall be presented for stamping at the Stamp Duties Office. The application for stamping shall be made out in the form D. An instrument shall not be deemed to be presented for stamping within the meaning of Part II of the said Act unless and until the duty payable thereon is capable of assessment and unless and until the duty assessed thereon is paid.

PART II. ALLOWANCE OF SPOILED STAMPS.

16. All applications for the allowance of spoiled stamps must be lodged at the Head Office, or with an Assistant Commissioner, accompanied by a declaration according to the form E.

17. If, after examination of such stamps, the application for allowance is granted, either impressed or adhesive stamps, but not portion of each, will be issued in exchange to the person entitled thereto to the amount so allowed, after deducting therefrom commission at the rate of 2½ per cent.

18. All spoiled stamps (if not allowed) will be marked with the word "Disallowed" and the date when so disallowed, and, together with the paper on which the same are affixed or impressed, will be returned to the person leaving the same for allowance.

19. Subject to the production of such evidence, by declaration or otherwise, as the Commissioner may require, and to such further regulations as may from time to time be issued in that behalf, allowance for spoiled stamps will be made in the manner and in the cases hereinafter mentioned, that is to say:—

- (1.) The stamp on any paper inadvertently and undesignedly spoiled, obliterated, or by any means rendered unfit for the purpose intended, before any instrument written thereon is executed by any party and for which stamp no money or other consideration has been paid or given to the solicitor or other person employed to transact the business intended to have been carried into execution thereby, or to the person by whom the same was written.
- (2.) Any adhesive stamp which has never been used or affixed to any material, but which has been inadvertently and undesignedly spoiled or rendered unfit for use.
- (3.) The stamp used or intended to be used for any bill of exchange or promissory note signed by or on behalf of the drawer or intended drawer, but not delivered out of his hands to or deposited with any person as a security for the payment of money, or in any way negotiated, issued, or put in circulation, or made use of in any other manner whatsoever, and which,

being a bill of exchange, has not been accepted by the drawee; and provided that the material on which any such stamp is affixed or impressed does not bear any signature intended as or for the acceptance of any bill of exchange to be afterwards written thereon, except as and in manner provided in the next following subsection.

- (4.) The stamp used or intended to be used for any bill of exchange or promissory note signed by or on behalf of the drawer thereof, but which from any omission or error therein, or any accidental defacement thereof, has been spoiled or rendered useless, although the same being a bill of exchange may have been accepted or endorsed, or being a promissory note may have been delivered to the payee: Provided that another completed and duly stamped bill of exchange or promissory note is produced, identical in every particular, except in the correction of such error or omission as aforesaid, with the spoiled bill or note: Provided as follows:—

(a.) That in all cases the stamp, stamped material, or stamped form, be given up to the Commissioner.

(b.) That in the case of a signed instrument the application for allowance be made within six calendar months from the date of the stamp being spoiled; and in the case of an unsigned instrument within twelve calendar months from that date.

- (5.) The stamp used for any of the following instruments, that is to say,—

(a.) An instrument executed by any party thereto, but afterwards found to be absolutely void from the beginning.

(b.) An instrument executed by any party thereto, but afterwards found unfit, by reason of any error or mistake therein, for the purpose originally intended.

(c.) An instrument executed by any party thereto, but which, by reason of the death of any person by whom it is necessary that it should be executed without having executed the same, or of the refusal of any such person to execute the same, or to advance any money intended to be thereby secured, cannot be completed so as to effect the intended transaction in the form proposed.

(d.) An instrument executed by any party thereto which, for want of the execution thereof by some material and necessary party, and his inability or refusal to sign the same, is in fact incomplete and insufficient for the purpose for which it was intended.

(e.) An instrument executed by any party thereto, which by reason of the refusal of any person to act under the same, or by the refusal or non-acceptance of any office thereby granted, totally fails of the intended purpose.

(f.) An instrument executed by any party thereto which, for want of enrolment or registration within the time required by law, has become null and void.

(g.) An instrument, executed by any party thereto, which has become useless in consequence of the transaction intended to be thereby effected being affected by some other instrument, duly stamped.

(h.) An instrument, executed by any party thereto, which is inadvertently and undesignedly spoiled, and in lieu thereof another instrument made between the same parties and for the same purpose is executed and duly stamped.

Provided as follows:—

- (a.) That in the case of an executed instrument—

(i.) The instrument is given up to be cancelled:

(ii.) The application for allowance is made within six calendar months after the date of the instrument: or, if it is not dated, within six calendar months after the execution thereof by the person by whom it was first or alone executed; except when, from unavoidable circumstances, any instrument for which another instrument has been substituted cannot be given up to be cancelled within the aforesaid period, and in that case within six calendar months after the date of execution of the substituted instrument; and except where the spoiled instrument has become void for want of filing or registration, and in that case, within six calendar months next after it has become so void; and except also where the spoiled instrument has been sent abroad, and in that case within six calendar months after it has been received back in any part of New Zealand:

(iii.) No action has been brought or suit commenced in which the instrument could or would have been given or offered in evidence.

- (b.) That in the case of stamped material not having any executed instrument written thereon, and of any adhesive stamp not affixed to any material the application for allowance is made within twelve calendar months after the stamp has been spoiled