

# **LAWS OF BRUNEI**

## **CHAPTER 34**

### **STAMP**

**Enactment No. 4 of 1908**

**Enactment No. 4 of 1931**

**Chapter 34 of 1951**

Amended by

**Enactment No. 15 of 1957**

S 99/1959

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S 13/2013

S 42/2017

**REVISED EDITION 2022**



**LAWS OF BRUNEI**

**REVISED EDITION 2022**

**CHAPTER 34**

**STAMP**

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## STAMP ACT

**An Act to provide for the stamping of instruments**

*Commencement: 1st January 1909*

## PART 1

## PRELIMINARY

**Citation**

1. This Act may be cited as the Stamp Act.

**Interpretation**

2. In this Act, unless there is something repugnant in the subject or context —

“banker” means a bank as defined under the Banking Order, 2006 (S 45/2006) or Islamic Banking Order, 2008 (S 96/2008), as the case may be;

*[S 13/2013]*

“bank note” includes —

(a) any bill of exchange or promissory note issued by any banker for the payment of money 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 on demand, whether the same be so expressed or not and in whatever form or by whomsoever the bill or note is drawn or made. 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 reissuing;

“bill of exchange” includes draft, order and letter of credit, and any document or writing (except a bank note or cheque) 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;

“bill of lading” means any instrument signed by the owner of a vessel or his agent acknowledging the receipt of goods therein described and undertaking to deliver the same at a place and to a person therein mentioned or indicated or to order;

“bond” means any instrument whereby a person obliges himself to pay money to another, on condition that the obligation shall be void if a specified act or condition is performed or observed, or is not performed or observed, as the case may be;

“bottomry bond” means any instrument whereby the master of a sea-going ship borrows money on the security of the ship to enable him to preserve the ship or prosecute her voyage;

“certificate” includes any document whatever being *prima 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 of any company or corporation where such person is registered in respect thereof in a register duly kept in Brunei Darussalam;

“chargeable” means, as applied to an instrument executed or first executed after the commencement of this Act, chargeable under this Act, and as applied to any other instrument chargeable under the law in force in Brunei Darussalam when such instrument was executed or, when several persons executed the instrument at different times, first executed;

“charterparty” means any instrument whereby a vessel or some specified part thereof is let for the specified purposes of the charterer;

“cheque” means a bill of exchange drawn on a specified banker and not expressed to be payable otherwise than on demand;

“Chief Revenue Authority” means the Permanent Secretary of the Ministry of Finance and Economy;

[S 13/2013]

“Collector” means any officer whom His Majesty the Sultan and Yang Di-Pertuan may by public notification appoint in that behalf by name or in virtue of his office;

“continuation clause” in a policy of sea insurance made for time means an agreement to the following or the like effect, namely, that in the event of the ship being at sea or the voyage otherwise not completed on the expiration of the policy, the subject matter of the insurance shall be held covered until the arrival of the ship, or for a reasonable time thereafter not exceeding 30 days;

“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; and where a note advises the sale or purchase or more than one description of stock or marketable security, the note is deemed to be as many contract notes as there are descriptions of stock or security sold or purchased;

“conveyance” includes every instrument and every decree or order of Court whereby any property (movable or immovable) or any estate or interest in any property is transferred *inter vivos* and which is not otherwise specifically provided for under this Act;

“duly stamped”, as applied to an instrument means —

(a) that the instrument bears an adhesive or impressed stamp of not less than the proper amount, and that stamp has been affixed in accordance with the provisions of this Act for the time being in force at the time stamping; or

(b) that the instrument, if stamped using the E-Stamping system, has attached to it a stamp certificate issued for the instrument by the Collector in accordance with the provisions of this Act for the time being in force at the time of stamping;

[S 13/2013]

“duty” means any stamp duty for the time being chargeable by law;

“E-Stamping system” means the computer service established under section 4A;

[S 13/2013]

“executed” used with reference to instruments not under seal means signed; and “execution” so used means signature;

“impressed stamp” means a stamp impressed by means of a die over an adhesive label by the proper officer or an impression made by the proper officer by any mechanical means indicating the payment of duty and the date of such impression;

[S 13/2013]

“instrument” includes every document by which any right or liability is or purports to be created, transferred, limited, extended, extinguished or recorded;

“instrument of partition” means any instrument whereby co-owners of any property divide or agree to divide such property in severalty, and includes also a final order for effecting a partition passed by the Supreme Court and an award by an arbitrator directing a partition;

“lease” means a lease of immovable property and, includes —

(a) any undertaking in writing to cultivate, occupy, or pay or deliver rent for, immovable property;

(b) any instrument by which tolls, rents or profits of any description are let to farm;

(c) any writing on an application for a lease intended to signify that the application is granted;

“marketable security” means a security of such a description as to be capable of being sold or negotiated in open market in Brunei Darussalam;

“money” includes all sums whether expressed in the currency of Brunei Darussalam or in any other currency;

“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 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) any conveyance of any property 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;

(b) any instrument in writing for defeating or making redeemable or explaining or qualifying any conveyance of property apparently absolute but intended only as a security;

(c) any agreement for a mortgage or any agreement, contract or bond accompanied with a deposit of title deeds for making a mortgage of any property or for pledging or charging the same as a security;

“paper” includes every material upon which words or figures can be expressed;

“policy of insurance” includes —

(a) any instrument by which one person in consideration of a premium engages to indemnify another against loss, damage or liability arising from an unknown or contingent event;

(b) a life policy and any policy insuring any person against accident or sickness or any other personal insurance;

“policy of sea insurance” means any insurance (including re-insurance) made upon any ship or vessel (whether for marine or inland navigation) 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 as above, but also any other risk incidental to the transit insured from the commencement of the transit to the ultimate destination covered by the insurance. 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 such goods merchandise or property from any risk, loss or damage,

such agreement or engagement is deemed to be a contract for sea insurance;

“promissory note” includes any document or writing (except a bank note) containing a promise to pay any sum of money; 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;

“property” includes movable and immovable property and any estate in any property movable or immovable and any debt and anything in action and any other right or interest in the nature of property whether in possession or not;

“proper officer” means the collector and such other officer as may be authorised by him to impress stamps or to issue stamp certificates;

[S 13/2013]

“receipt” includes any note, memorandum or writing —

(a) whereby any money, or any bill of exchange, cheque or promissory note is acknowledged to have been received; or

(b) whereby any other movable property is acknowledged to have been received in satisfaction of a debt; or

(c) whereby any debt or demand or any part of a debt or demand is acknowledged to have been 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;

“registered person” means a person approved under section 4A to be a registered user of the E-Stamping system;

[S 13/2013]

“respondentia bond” means any instrument securing a loan on the cargo laden or to be laden on board a ship and making repayment contingent on the arrival of the cargo at the port of destination;

“settlement” means any non-testamentary disposition in writing whether made voluntarily or upon a good or valuable consideration other than a *bona fide* pecuniary consideration whereby any definite and certain property is settled or agreed to be settled in any manner for any purpose whatsoever;

“ship or chinchew receipt” means any instrument signed by an officer or chinchew of a vessel acknowledging the receipt of goods therein described when a bill of lading is not given;

“stamp certificate” mean a certificate that is issued electronically in respect of any instrument chargeable with duty denoting the amount of duty payable in respect of that instrument or that the duty otherwise chargeable in respect of that instrument is remitted;

*[S 13/2013]*

“stock” includes any share in the capital stock or funded debt of any corporation, company or society in Brunei Darussalam or elsewhere, and stocks and funds of the Government of Brunei Darussalam or any other Government;

“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.

## PART 2

### LIABILITY OF INSTRUMENTS TO DUTY, MODE OF DENOTING DUTY, AND MODE OF VALUATION

#### **Instruments chargeable with duty** *[S 13/2013]*

**3.** (1) Subject to this Act and any other written law, every instrument mentioned in Schedule 1, being an instrument —

(a) which, not having been previously executed by any person, is executed in Brunei Darussalam; or

(b) which is executed outside Brunei Darussalam, and relates to any property situated, or to any matter or thing done or to be done, in Brunei Darussalam, and is received in Brunei Darussalam,

shall be chargeable with duty of the amount specified in that Schedule as the proper duty for that instrument.

(2) All instruments chargeable with duty shall be duly stamped.

**Mode of paying and denoting duty**

4. (1) The duties for the time being chargeable by law upon any of the instruments specified in the Schedules to this Act may be paid and denoted by either impressed or adhesive stamps or by attaching to the instrument a stamp certificate relating to the instrument.

[S 13/2013]

**Impressed stamps**

(2) On the presentation at any Stamp Office, authorised by the State Financial Officer to issue impressed stamps, of an instrument (other than a cheque) for the purpose of the same being stamped with an impressed stamp, the officer in charge shall affix thereto an adhesive label or labels denoting the amount of duty payable and shall then cause a stamp or stamps denoting the like duty to be impressed on the instrument in such a way, that each impression falls partly on the label of corresponding value and denotes the date of the impression.

**Adhesive stamps**

(3) 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 effectually 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.

(4) When 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.

(5) In the case of the instruments specified in the First Column of Schedule 2, the persons mentioned in the Second Column of the same Schedule are the persons required to cancel the adhesive stamps.

**E-Stamping system** [S 13/2013]

4A. (1) The Collector may established or operate a computer service known as the E-Stamping system that enables a registered person, in accordance with the arrangements made under this section —



(a) to obtain an assessment of stamp duty (and any penalty) on an instrument;

(b) to pay stamp duty (and any penalty) on an instrument by electronic funds transfer in accordance with the assessment; and

(c) to stamp the instrument by attaching a stamp certificate to it which bears an authorisation number issued for the instrument and such other particulars as are determined by the Collector,

without the need for the instrument to be presented to the Collector or a proper officer in charge of the stamp office.

(2) Any person may apply to the Collector to register to use the E-Stamping system.

(3) The Collector may refuse an application made under subsection (2) or approve the registration of the applicant subject to such terms as he thinks fit.

(4) An approval may be amended at any time by agreement between the Collector and the registered person or by written notice given by the Collector to the registered person.

(5) An approval granted under subsection (3) shall remain in force until it is cancelled by the Collector or until the registered person surrenders the approval.

(6) The Collector may, by written notice, cancel an approval at any time for any reason.

(7) The Collector may, with the approval of His Majesty the Sultan and Yang Di-Pertuan —

(a) determine the information and particulars that may be electronically transmitted under the E-Stamping system, including the form and manner they are to be transmitted;

(b) determine the procedure for use of the E-Stamping system, including the procedure in circumstances where there is a breakdown or interruption in the computer services; and

(c) generally do such other things for the better provision of the computer service.

**Electronic assessment and stamping of instruments** [S 13/2013]

**4B.** (1) For the purposes of this Act, the issue, using the E-Stamping system, of a stamp certificate for an instrument shall comprise an assessment of the duty (and any penalty) in relation to the instrument.

(2) A registered person must, on receipt of a stamp certificate issued for the instrument by the Collector, immediately attach the stamp certificate to the instrument.

**Cheques drawn on forms supplied by banks authorised in that behalf need not bear a stamp**

**5.** (1) The Minister may, in his absolute discretion, by an order published in the *Gazette*, authorise any banker to compound for the payment of duty on unstamped cheques on the following conditions —

(a) that the said cheques be drawn and issued on forms to be supplied or adopted by the said banker;

(b) that the said banker do levy upon or charge to the person to whom such cheques are issued the stamp duty mentioned in Schedule 1;

(c) that the said banker do pay on the 1st day of January and 1st day of July in each year to the Collector the amount due and collected thereon as duties on such unstamped cheques;

(d) that the said banker do deposit with the Collector, as security for the due payment to the Collector of any moneys payable under paragraph (c) such sum, if any, as the Minister may direct.

(2) Cheques drawn and issued on forms supplied or adopted by such bank in accordance with this section are deemed to be duly stamped.

(3) Where a banker has been authorised to compound for the payment of duty on unstamped cheques as provided in subsection (1), the Minister or any person authorised by him in writing, may, at all reasonable times, inspect any stocks of unstamped cheques held by the banker and any books kept by him in connection with the issue of such cheques.

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

6. (1) Every instrument written upon stamped paper 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 instruments written upon the same piece of paper.

(2) If more than one instrument be written upon the same piece of paper, every one of the instruments is to be separately and distinctly stamped with the duty with which it is chargeable.

**When duty chargeable depends on duty paid on another instrument**

7. When the duty with which an instrument is chargeable, or its exemption from duty, depends in any manner upon the duty actually paid in respect of another instrument, the payment of such last-mentioned duty shall, if application is made in writing to the Collector for that purpose, and on production of both the instruments, be denoted upon such first-mentioned instrument by indorsement under the hand of the Collector or in such other manner (if any) as His Majesty the Sultan and Yang Di-Pertuan in Council may by rule prescribe.

**Duplicates and counterparts**

8. 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 a certificate endorsed thereon by the Collector that the full and proper duty has been paid upon the original instrument of which it is the duplicate or counterpart.

**Instruments chargeable with duty in respect of distinct matters**

9. 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 of which it is chargeable with *ad valorem* duty, and also for 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.

**All facts and circumstances to be set out**

10. 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.

**Conversion of amount expressed in foreign currencies**

11. When an instrument is chargeable with *ad valorem* duty in respect of any money expressed in any currency other than that of Brunei Darussalam, such duty shall be calculated on the value of such money in the currency of Brunei Darussalam according to the value prescribed by notification published in the *Gazette* by order of the Minister.

**Value of securities**

12. When an instrument is chargeable with *ad valorem* duty in respect of any stock or of any marketable or other security, such duty shall be calculated on the value of such stock or security according to the price or the value thereof on the day of the date of the instrument.

**Effect of statement of price**

13. When an instrument contains a statement of the price of the day and is stamped in accordance with such statement, it shall, so far as regards the subject matter of such statement be presumed, until the contrary is proved, to be duly stamped.

**Duty on interest**

14. When interest is expressly made payable by the terms of an instrument, such instrument shall not be chargeable with duty higher than that with which it would have been chargeable had no mention of interest been made therein.

**How transfer in consideration of debt or subject to future payment etc. to be charged**

15. When any property is transferred 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 or other property whether being or constituting a charge or incumbrance upon the

property or not, such debt, money, stock or other property is to be deemed the whole or part, as the case may be, of the consideration in respect whereof the transfer is chargeable with *ad valorem* duty:

*Explanation* — In the case of a sale of property subject to a mortgage or other incumbrance, any unpaid mortgage money or money charged, together with the interest (if any), due on the same is deemed to be part of the consideration for the sale.

Provided that when property subject to a mortgage is transferred to a mortgagee, he shall be entitled to deduct from the duty payable on the transfer the amount of any duty already paid in respect of the mortgage.

#### *Illustrations*

(1) *A* owes *B* \$1,000. *A* sells a property to *B*, the consideration being \$500 and the release of the previous debt of \$1,000. Stamp duty is payable on \$1,500.

(2) *A* sells a property to *B* for \$500 which is subject to a mortgage to *C* for \$1,000 and unpaid interest \$200. Stamp duty is payable on \$1,700.

(3) *A* mortgages a house of the value of \$10,000 to *B* for \$5,000. *B* afterwards buys the house from *A*. Stamp duty is payable on \$10,000 less the amount of stamp duty already paid on the mortgage.

### **Valuation in case of annuity**

**16.** When an instrument is executed to secure the payment of an annuity or other sum payable periodically, or where the consideration for a conveyance is an annuity or other sum payable periodically, the amount secured by such instrument or the consideration for such conveyance, as the case may be, shall for the purposes of this Act be deemed to be —

(a) when the sum is payable for a definite period so that the total amount to be paid can be previously ascertained, such total amount;

(b) where the sum is payable in perpetuity or for an indefinite time not terminable with any life in being at the date of such instrument or conveyance, the total amount which according to the terms of such instrument or conveyance, will or may be payable during the period of 20 years calculated from the date on which the first payment becomes due; and

(c) where the sum is payable for an indefinite time terminable with any life in being at the date of such instrument or conveyance, the maximum amount which will or may be payable as aforesaid during the period of 12 years calculated from the date on which the first payment becomes due.

### **When value of subject matter is indeterminate**

17. When the amount or value of the subject matter of any instrument chargeable with *ad valorem* duty cannot be or (in the case of an instrument executed before the commencement of this Act) could not have been ascertained at the date of its execution or first execution, nothing shall be claimable under such instrument more than the highest amount or value for which, if stated in an instrument of the same description, the stamp actually used would, at the date of such execution, have been sufficient:

Provided that when proceedings have been taken in respect of an instrument under section 31 or 39, the amount certified by the Collector is deemed to be the stamp actually used at the date of execution.

### **Direction as to duty in cases of certain conveyances**

18. (1) When any property has been contracted to be sold for one consideration for the whole, and is conveyed to the purchaser in separate parts by different instruments, the consideration shall be apportioned in such manner as the parties think fit, provided that a distinct consideration for each separate part is set forth in the conveyance relating thereto, and such conveyance shall be chargeable with *ad valorem* duty in respect of such distinct consideration.

(2) When 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 by separate instruments to the persons by or for whom the same was purchased, for distinct parts of the consideration, the conveyance for each separate part shall be chargeable with *ad valorem* duty in respect of the distinct part of the consideration therein specified.

(3) When 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 shall be chargeable with

*ad valorem* duty in respect of the consideration for the sale by the original purchaser to the sub-purchaser.

(4) When a person, having contracted for the purchase of any property but not having obtained a conveyance thereof, contracts to sell the whole, or any part thereof, to any other person or persons and the property is in consequence conveyed by the original seller to different persons in parts, the conveyance of each part sold to a sub-purchaser shall be chargeable with *ad valorem* duty in respect only of the consideration paid by such sub-purchaser, without regard to the amount or value of the original consideration; and the conveyance of the residue (if any) of such property to the original purchaser shall be chargeable with *ad valorem* duty in respect only of the excess of the original consideration over the aggregate of the considerations paid by the sub-purchaser:

Provided that the duty on such last-mentioned conveyance shall in no case be less than \$10.

(5) When 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 paid to 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 with a duty equal to that which would be chargeable on a conveyance for the consideration obtained by such original seller, or where such duty would exceed \$10 with a duty of \$10.

### **Certain contracts to be chargeable as conveyances on sale**

**19.** (1) Any contract or agreement made in Brunei Darussalam under seal or under hand only, 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 Brunei Darussalam 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) When the purchaser has paid the said *ad valorem* duty and before having obtained 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 \$10 or of \$1, as the case may require.

(3) When the 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 Collector, 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 when any such contract or agreement is stamped with the fixed duty of \$10 or \$1, 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 when 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 Collector for stamping with the *ad valorem* duty chargeable thereon within the period of 6 months after the first execution of the contract or agreement, or within such longer period as the Collector 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, are 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 Collector in case the contract or agreement be afterwards rescinded or annulled, or for any other reason be not substantially performed or carried into effects so as to operate as or be followed by a conveyance or transfer.

### **Sale of annuity or right not before in existence**

**20.** When 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 purpose of this Act to be deemed an instrument of conveyance on sale.



**What is to be charged as conveyance**

21. Every instrument and every judgment or order of any Court, whereby any property on any occasion, except a sale or mortgage, is transferred to or vested in any person, is to be charged as a conveyance or transfer of property.

**Leases, how to be charged in respect of produce**

22. (1) When the consideration or any part of the consideration for which a lease is granted or agreed to be granted consist 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 agreement is chargeable with *ad valorem* duty.

(2) When 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 a given sum, or according to the permanent rate.

(3) A lease or agreement for a lease 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 otherwise shown that the statement is incorrect, and that the lease or agreement is in fact not duly stamped.

**Directions as to duty in certain cases (Leases)**

23. (1) A lease or agreement for a lease 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 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) An instrument whereby the rent reserved by any other instrument chargeable with duty and duly stamped as a lease is increased is not to be charged with duty otherwise than as a lease in consideration of the additional rent thereby made payable.

**Direction as to duty in certain cases (Mortgages etc.)**

**24.** (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 or disposition 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 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.

(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) 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**

**25.** (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, shall be reckoned as forming of the amount in respect whereof the security is chargeable with *ad valorem* duty.

### **Directions as to sea policy**

**26.** (1) No contract for sea insurance shall be valid unless the same is expressed in a sea policy.

(2) No policy of sea insurance made for time shall be made for any time exceeding 12 months.

(3) No policy of sea insurance shall be valid unless it specifies the particular risk or adventure, or the time for which it is made, the names of the subscribers or underwriters, and the amount or amounts insured.

(4) Where any sea insurance is made for or upon a voyage and also for time, the policy shall be charged with duty as a policy for or upon a voyage and also with duty as a policy for time.

(5) Notwithstanding anything in this section contained a policy of sea insurance made for time may contain a continuation clause and such a policy shall not be invalid on the ground only that by reason of the continuation clause it may become available for a period exceeding 12 months.

(6) There shall be charged on a policy of sea insurance containing a continuation clause the stamp duty mentioned in Schedule 1 in addition to the stamp duty which is otherwise chargeable on the policy.

(7) If the risk covered by the continuation clause attaches and a new policy is not issued covering the risk, the continuation clause is deemed to be a new and separate contract of sea insurance expressed in the policy in which it is contained but not covered by the stamp thereon and the policy shall be

stamped in respect of that contract accordingly but may be so stamped without penalty at any time not exceeding 30 days after the risk has so attached.

### **Legal alterations in policies may be made**

27. 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 is made before notice of the determination of the risk originally insured, and that it does not prolong the time covered by the insurance thereby made beyond the period of 6 months in the case of a policy made for a less period than 6 months, or beyond the period of 12 months in the case of a policy made for a greater period than 6 months, and that the articles insured remain the property of the same person or persons and that no additional or further sum is insured by reason or means of the alteration.

## PART 3

### LIABILITY OF PERSONS TO PAYMENT OF DUTY

#### **Duty, by whom payable**

28. In the absence of an agreement to the contrary, the expense of providing the proper stamp duty shall be borne in the case of the instruments described in the First Column of Schedule 3, by the person mentioned in the Second Column of the same Schedule; and in the case of every other instrument, by the person drawing, making or executing such instrument.

#### **Obligation to give receipts**

29. Any person receiving any money exceeding \$20 in amount, or any bill of exchange, cheque or promissory note for an amount exceeding \$20, or receiving in satisfaction or part satisfaction of a debt any movable property exceeding \$20 in value, shall on demand by the person paying or delivering such money, bill, cheque, note or property give a duly stamped receipt for the same.

#### **Exemption of Government**

30. No duty shall be chargeable in respect of —

(a) any instrument executed by or on behalf of or in favour of the Government in cases where, but for this exemption, the

Government would be liable to pay the duty chargeable in respect of such instrument;

(b) any instrument which relates exclusively to immovable property situated out of Brunei Darussalam or which relates exclusively to things to be done out of Brunei Darussalam.

#### PART 4

#### ADJUDICATION AS TO STAMPS

##### **Mode of adjudication as to proper duty** [S 13/2013]

**31.** (1) Where any instrument, whether executed or not and whether previously stamped or not, is brought to the Collector and the person bringing it applies to the Collector as to whether the instrument is chargeable with any duty and, if so, the amount of duty chargeable, the Collector shall adjudicate and assess the duty with which, in his opinion, the instrument is chargeable.

(2) Where the person seeks the opinion of the Collector under subsection (1) as to the amount of duty chargeable, he shall in making the application for adjudication set forth the value upon which in his opinion duty is chargeable.

(3) The person seeking the opinion of the Collector under subsection (1) as to the amount of duty chargeable shall pay an adjudication fee of \$25 and such fee shall remain payable notwithstanding that he subsequently withdraws his application for adjudication.

(4) For the purpose of the adjudication under subsection (1), the Collector may require any of the following —

(a) an abstract of the instrument;

(b) an affidavit setting out all the facts and circumstances affecting the liability of the instrument to duty or the amount of such duty;

(c) any other evidence which he considers necessary for the adjudication or determination of duty;

(5) The Collector may refuse to proceed upon any application under subsection (1) until such abstract and evidence have been furnished accordingly.

(6) No evidence furnished under this section shall be used against any person in any civil proceedings, except in an inquiry as to the duty with which the instrument to which it relates is chargeable.

### **Certificate by Collector**

**32.** (1) When an instrument brought to the Collector under section 31 is in his opinion one of a description chargeable with duty, and the Collector determines that it is already fully stamped, or the duty assessed by the Collector under section 31, or such a sum as with the duty already paid in respect of the instrument, is equal to the duty so assessed, has been paid, the Collector shall certify by —

(a) endorsement on such instrument; or

(b) issuing and attaching to the instrument a certificate of adjudication,

stating that the full duty (stating the amount) with which it is chargeable, has been paid.

*[S 13/2013]*

(2) When such instrument is in his opinion not chargeable with duty, the Collector shall certify in manner aforesaid that such instrument is not so chargeable.

(3) Any instrument —

(a) upon which an endorsement has been made; or

(b) in respect of and to which a certificate of adjudication has been issued and attached,

under this section, is deemed to be duly stamped or not chargeable with duty, as the case may be; and, if chargeable with duty, shall be receivable in evidence or otherwise and may be acted upon and registered as if it had been originally duly stamped:

Provided that nothing in this section shall authorise the Collector to endorse —

(a) any instrument executed or first executed in Brunei Darussalam and brought to him after the expiration of 14 days from the date of its execution or first execution, as the case may be;

(b) any instrument executed or first executed out of Brunei Darussalam and brought to him after the expiration of 30 days after it has been first received in Brunei Darussalam; or

(c) any instrument chargeable with the duty of 4 cents or any bill of exchange or promissory note, when brought to him, after the drawing or execution thereof, on paper not duly stamped,

unless he shall be satisfied that the omission or neglect to stamp or to stamp sufficiently did not arise from any intention to evade payment of duty or otherwise to defraud.

[S 13/2013]

### **Appeal to High Court**

**33.** (1) Any person who is dissatisfied with the assessment of the Commissioner may, within 21 days after the date of the assessment and upon payment of duty in conformity therewith, appeal against the assessment to the High Court and may for that purpose require the Collector to state and sign a case, setting forth the question upon which his opinion was required, and the assessment made by him.

(2) The Collector shall thereupon state and sign a case and deliver the same to the person by whom it is required, and the case may within 7 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 Collector 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 Collector is confirmed, the Court may make an order for pay over to the Collector of the costs incurred by him in relation to the appeal.

## PART 5

### TIME OF STAMPING INSTRUMENTS

#### **Instruments executed in Brunei Darussalam**

**34.** Subject to the provisions of sections 32 and 39, all instruments chargeable with duty and executed by any person in Brunei Darussalam shall be stamped before being signed or executed.

#### **Instrument executed out of Brunei Darussalam**

**35.** Every instrument chargeable with duty executed only out of Brunei Darussalam and not being a bill of exchange, cheque or promissory note, may be stamped within 30 days after it has first been received in Brunei Darussalam; or where such instrument requires an impressed stamp it may be taken before being used in Brunei Darussalam to the Collector, and he shall cause to be affixed thereto an impressed stamp of such value as the person so taking the instrument may require and pay for.

#### **Bills, cheques, or notes drawn out of Brunei Darussalam**

**36.** The first holder in Brunei Darussalam of any bill of exchange, cheque or promissory note drawn or made out of Brunei Darussalam shall before he presents the same for acceptance or payment, or endorses, transfers or otherwise negotiates the same in Brunei Darussalam, affix thereto the proper stamp and cancel the same:

Provided that —

(a) if, at the time any such bill of exchange, cheque or note comes into the hands of any holder thereof in Brunei Darussalam, the proper adhesive stamp is affixed thereto and cancelled in the manner prescribed by section 4(4) and such holder has no reason to believe that such stamp was affixed or cancelled otherwise than by the person and at the time required by this Act, such stamp shall so far as relates to such holder be deemed to have been duly affixed and cancelled;



(b) nothing contained in this proviso shall relieve any person from any penalty incurred by him for omitting to affix or cancel a stamp.

37. (Repealed by S 13/2013).

### **Transfer of shares**

38. Transfers of shares shall not be stamped until the numbers of the shares are entered.

### **Stamping of instruments after execution [S 13/2013]**

39. (1) Except where other express provision is made by this Act or any other written law, any unstamped or insufficiently stamped instrument may be stamped after the first execution thereof, subject to the following —

(a) where the instrument drawn or made within Brunei Darussalam is stamped within 14 days after it has been first executed in Brunei Darussalam or, if first executed outside Brunei Darussalam, within 30 days after it has been first received in Brunei Darussalam, on payment of the duty only;

(b) when the instrument is stamped within 3 months after such execution or receipt as mentioned in paragraph (a), on payment in addition to the duty of a penalty of \$10 or of the amount of deficient duty, whichever penalty is the greater;

(c) when the instrument is not stamped within 3 months after such execution or receipt as mentioned in paragraph (a), on payment in addition to the duty of a penalty of \$25 or four times the amount of deficient duty, whichever penalty is the greater.

(2) The Collector may, within 6 months after the execution of any instrument or its first receipt in Brunei Darussalam mitigate or remit any penalty.

### **Time of stamping after adjudication**

40. If at the time of the execution of any instrument the opinion of the Collector with respect to the stamp duty payable on such instrument has been required, the instrument shall be stamped in accordance with the assessment of the Collector within 14 days after notice of the assessment, and in the case

of an appeal to the High Court under section 33 within 14 days after the issue of the order of the Court.

**Denoting penalty** [S 13/2013]

41. The payment of any penalty prescribed under section 39 shall be denoted —

(a) on the instrument concerned by an impressed stamp and certification by the Collector;

(b) by receipt issued by the Collector; or

(c) by notation on the stamp certificate relating to the instrument.

**Persons liable to penalty**

42. The person liable to the penalty shall be the person by whom the duty is payable in accordance with the provisions of Part 3.

**Penalty, how recoverable**

43. All duties, penalties and other sums required to be paid under this Part may be recovered in accordance with the provisions of any Act providing for the institution of suits by the Government for the time being in force.

**Examination and impounding of instruments** [S 13/2013]

43A. (1) Any person having by law or consent of parties authority to receive evidence, and any person in charge of a public office, except a police officer, before whom any instrument, chargeable in his opinion with duty, is produced or comes in the performance of his functions shall, if it appears to him that such instrument is not duly stamped, impound the same.

(2) For the purpose of subsection (1), any such person shall examine every instrument so chargeable and so produced or coming before him in order to ascertain whether it is stamped with a stamp of the value and description required by any written law in force in Brunei Darussalam when such instrument was executed or first executed.

(3) Nothing in this section is deemed to require any Magistrate or Judge of a criminal court to examine or impound, if he does not think fit to

do so, any instrument coming before him in the course of any criminal proceeding.

(4) In the case of a Judge of the Supreme Court, the duty of examining and impounding any instrument under this section shall be performed by the Registrar or Deputy Registrar of that Court.

## PART 6

### PRODUCTION OF INSTRUMENTS IN EVIDENCE

#### **Instruments not duly stamped inadmissible in evidence** [S 13/2013]

**44.** (1) Subject to this section, no instrument chargeable with duty shall be admitted in evidence for any purpose by any person having by law or consent of parties authority to receive evidence, or shall be acted upon, registered or authenticated by any such person or by any public officer, unless the instrument is duly stamped.

(2) Any instrument referred to in subsection (1) shall, subject to all just exceptions, be admitted in evidence on payment of the duty and the penalty, if any, chargeable in respect thereof under section 39.

(3) When a contract or agreement of any kind is effected by correspondence consisting of two or more letters and any one of the letters bears the proper stamp, the contract or agreement is deemed to be duly stamped.

(4) Nothing in this section shall prevent the admission of any instrument in evidence —

(a) in any criminal court; or

(b) in any court when the instrument has been executed by or on behalf of the Government, or of any other government, country or territory, or where it bears the certificate of the Collector as provided by this Act.

#### **Instruments impounded how dealt with** [S 13/2013]

**44A.** (1) When the person impounding an instrument under section 43A has by law or consent of parties authority to receive evidence and admits the instrument in evidence on payment of duty and penalty, if any, he shall, as

soon as may be convenient, send the instrument, together with the amount of the duty and penalty, if any, paid in respect thereof, to the Collector.

(2) The Collector shall stamp the instrument in accordance with section 39 and shall return it to the person who sent it to him.

(3) In every other case in which an instrument is impounded under section 43A, the person impounding the instrument shall send it immediately to the Collector.

(4) The Collector, on payment of the duty and penalty, if any, chargeable in respect thereof under section 39, shall stamp the instrument and shall return it to the person who sent it to him, but if such duty and penalty, if any, is not paid, he shall retain the instrument.

**45.** *(Repealed by S 13/2013).*

**Recovery of duty and penalty** [S 13/2013]

**45A.** (1) When any duty or penalty has been paid in respect of any instrument by any person, and by agreement or under the provisions of this Act or of any other written law in force at the time when the instrument was executed or first executed some other person was liable to pay the duty on the instrument, the first-mentioned person shall be entitled to recover from that other person the amount of the duty or penalty so paid.

(2) For the purpose of any recovery referred to in subsection (1), any certificate granted in respect of the instrument by the Collector shall be conclusive evidence as to the amount of the duty and penalty paid and the person by whom they were paid.

**Liability of any person to pay full duty or penalty unaffected by erroneous assessment** [S 13/2013]

**45B.** The liability of any person to pay the full amount of duty or penalty due on any instrument shall not be affected by any erroneous or under assessment of that duty or penalty or the failure to assess that duty or penalty by the Collector, and the correct amount of duty or penalty due on the instrument shall be recoverable by the Collector.

## PART 7

## SALE OF STAMPS AND ALLOWANCE FOR SPOILED STAMPS

**Licences to deal in stamps**

46. (1) The Chief Revenue Authority may, in his discretion grant a licence to any person to deal in stamps at any place to be named in the licence.

(2) The licence shall specify the full name and place of abode of the person to whom the same is granted, and a description of every house, shop, or place in or at which he is authorised to deal in stamps.

(3) Every person to whom a licence is granted shall give security in the sum of \$1,000 in such manner and form as the Chief Revenue Authority shall prescribe, and, if by bond, the bond shall be exempt from stamp duty.

(4) One licence and one bond only shall be required for any number of persons in partnership, and the licence may at any time be revoked by the Chief Revenue Authority.

(5) Every person licensed to deal in stamps shall cause to be visibly and legibly painted and shall keep so painted in letters of not less than one inch in length on some conspicuous place on the outside of the front of every house, shop, or place in or at which he is licensed to deal in stamps, his full name, together with the words "Licensed to sell stamps".

**Provision as to determination of licence**

47. (1) If the licence of any person to deal in stamps expires or is revoked, or if any person licensed to deal in stamps dies or becomes bankrupt, and any such person at the expiration or revocation of his licence, or at the time of his death or bankruptcy, has in his possession any stamps, such person, or his executor or administrator, or the State Financial Officer may, within 6 months after the expiration or revocation of the licence, or after the death or bankruptcy, as the case may be, bring or send the stamps to the chief office or to one of the head offices.

(2) The Collector may in such case pay to the person bringing or sending stamps the amount of the duty thereon, deducting the proper discount therefrom, if proof to his satisfaction is furnished that the same were actually in the possession of the person whose licence has expired or been revoked, or so dying or becoming bankrupt, for the purpose of sale, at the

time of the expiration or revocation of the licence, or of his death or bankruptcy, and that the stamps were purchased or procured by that person at the office of the Collector or from some person duly appointed to sell and distribute stamps or duly licensed to deal in stamps.

### **Discount**

**48.** Upon the sale of stamps to a licensed vendor such discount shall be allowed to the purchaser thereof as shall be prescribed by rules made under this Act.

### **Allowance for spoiled stamps**

**49.** (1) Subject to such rules as may be made by His Majesty the Sultan and Yang Di-Pertuan in Council and to the production of such evidence by statutory declaration or otherwise as the Collector may require, allowance is to be made by the Collector for stamps spoiled in the case hereinafter mentioned, that is to say —

[S 13/2013]

(a) the stamp on any paper inadvertently and undesignedly spoiled, obliterated or by any means rendered unfit for the purpose intended, before the paper bears the signature of any person or any instrument written thereon is executed by any party;

(b) any adhesive stamp which has been inadvertently and undesignedly spoiled or rendered unfit for use and has not in the opinion of the Collector been affixed to any paper;

(c) any adhesive stamp representing a fee capable of being collected by means of such stamp which has been affixed to paper, provided that a certificate from an officer duly authorised by the Chief Revenue Authority in that behalf is produced to the effect that the stamp should be allowed;

(d) the stamp on any bill of exchange signed by or on behalf of the drawer which has not been accepted or made use of in any manner whatever or delivered out of his hands for any purpose other than by way of tender for acceptance;

(e) the stamp on any promissory note signed by or on behalf of the maker which has not been made use of in any manner whatever or delivered out of his hands;

(f) the stamp on any bill of exchange or promissory note which from any omission or error has been spoiled or rendered useless, although the same, being a bill of exchange, may have been accepted or indorsed, 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 the error or omission, with the spoiled bill or note;

(g) the stamp used for any of the following instruments, that is to say —

- (i) an instrument executed by any party thereto, but afterwards found to be absolutely void from the beginning;
- (ii) an instrument executed by any party thereto, but afterwards found unfit by reason of any error or mistake therein for the purpose originally intended;
- (iii) an instrument executed by any party thereto, which has not been made use of for any purpose whatever, and which by reason of the inability or refusal of some necessary party to sign the same or to complete the transaction according to the instrument is incomplete and insufficient for the purpose for which it was intended;
- (iv) an instrument executed by any party thereto, which by reason of the refusal of any person to act under the same, or for want of registration within the time required by law, fails of the intended purpose or becomes void;
- (v) an instrument executed by any party thereto which is inadvertently and undesignedly spoiled, and *in lieu* whereof another instrument made between the same parties and for the same purpose is executed and duly stamped, or which becomes useless in consequence of the transaction intended to be thereby effected being effected by some other instrument duly stamped:

Provided that —

- (A) the application for relief is made within 6 months from the date of the stamp or in the case of an executed instrument after the date of the instrument or if it is not dated within 6 months after the execution thereof by the person by whom it was first or alone executed or within such further time as the Collector may prescribe in the case of any instrument sent abroad for execution or when from unavoidable circumstances any instrument for which another has been substituted cannot be produced within the said period; and
- (B) in the case of an executed instrument no legal proceeding has been commenced in which the instrument could or would have been given or offered in evidence, and that the instrument is given up to be cancelled.

(2) In this section and section 50, “stamp” includes a stamp certificate.

[S 13/2013]

### **Allowance for misused stamps**

**50.** When any person has inadvertently used for an instrument liable to duty a stamp of greater value than was necessary, or has inadvertently used a stamp for an instrument not liable to any duty, the Collector may, on application made within 6 months after the date of the instrument, or, if it is not dated, within 6 months after the execution thereof by the person by whom it was first or alone executed, and upon the instrument, if liable to duty, being stamped with the proper duty, cancel and allow as spoiled the stamp so misused.

### **Allowance, how to be made**

**51.** In any case in which allowance is made for spoiled or misused stamps the Collector may give *in lieu* thereof other stamps of the same denomination and value, or if required, and he thinks proper, stamps of any other denomination to the same amount in value, or in his discretion, the same value in money, deducting therefrom the discount allowed on the purchase of stamps of a like description.



**Stamp may be re-purchased**

52. When any person is possessed of a stamp which has not been spoiled or rendered unfit or useless for the purpose intended, but for which he has no immediate use, the Collector, may, if he thinks fit, repay to him the value of the stamp in money, deducting therefrom the proper discount upon his delivering up the stamp to be cancelled, and proving to his satisfaction that it was purchased by him at the office of the Collector or from some person duly appointed to sell and distribute stamps or duly licensed to deal in stamps, within the period of 6 months next preceding the application and with a *bona fide* intention to use it:

Provided that in the case of impressed stamps if the Collector is satisfied that the stamp was bought at the office of the Collector and not from a licensed vendor he may repay the value of the stamp in money without making any deduction therefrom.

## PART 8

## OFFENCES AND PENALTIES

**Not cancelling adhesive stamp**

53. Any person who being required by law to cancel an adhesive stamp neglects or refuses duly and effectually to do so in the manner prescribed by section 4(4) is guilty of an offence and liable on conviction to a fine of \$200.

**Not setting forth all facts**

54. Any person who fraudulently —

(a) executes any instrument in which all the facts and circumstances are not truly and fully set forth as required by section 9; 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,

is guilty of an offence and liable on conviction to a fine of \$1,000.

**Refusing to give receipt etc.**

55. Any person who —

(a) being a person liable to pay duty gives a receipt liable to duty without the same being stamped; or

(b) being required under section 29 to give a receipt, refuses or neglects to give the same; or

(c) upon a payment of money or delivery of property exceeding \$20 in amount or value, gives a receipt for an amount or value not exceeding \$20 or separates or divides the money or property paid or delivered,

is guilty of an offence and liable on conviction to a fine of \$1,000.

**Executing and signing documents not duly stamped**

56. (1) Any person who —

(a) draws, makes, issues, endorses or transfers or signs otherwise than as a witness, or presents for acceptance or payment or accepts, pays or receives payment of or in any manner negotiates any bill of exchange, cheque or promissory note without the same being duly stamped; or

(b) makes or executes any bill of lading or contract note without the same being duly stamped; or

(c) executes, grants, issues or delivers out any document chargeable with duty as a letter of allotment, letter of renunciation, certificate or marketable security without the same being duly stamped,

is guilty of an offence and liable on conviction to a fine of \$500.

(2) When any penalty has been paid in respect of any instrument under section 39, the amount of such penalty shall be allowed in reduction of the fine (if any) subsequently imposed under this section in respect of the same instrument upon the person who paid such penalty.

**Appraisement**

**57.** (1) Any person by whom an appraisement or valuation chargeable with stamp duty is made who —

(a) within 14 days after the making thereof neglects or omits to write out the same in words and figures showing the full amount thereof on duly stamped paper; or

(b) in any other manner discloses the amount of the appraisement or valuation,

is guilty of an offence and liable on conviction to a fine of \$200.

(2) Any 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, is guilty of an offence and liable on conviction to a fine of \$200.

**Post-dating bills**

**58.** Any person who with intent to defraud the Government of duty —

(a) draws, makes or issues any bill of exchange or any promissory note bearing a date subsequent to that on which such a bill or note is actually drawn or made; or

(b) knowing that such bill or note has been so post-dated, indorses, transfers, presents for acceptance or payment or accepts, pays or receives payment of such bill or note or in any manner negotiates the same,

is guilty of an offence and liable on conviction to a fine of \$1,000.

**Proxies**

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

(2) Any person who makes or executes or votes or attempts to vote under or by means of any such letter or power of attorney, not being duly stamped, is guilty of an offence and liable on conviction to a fine of \$100,

and every vote given or tendered under the authority or by means of the letter or power of attorney shall be void.

### **Not making out policy or making one not duly stamped**

**60.** (1) Any person who —

(a) receives or takes credit for any premium or consideration for any insurance other than a sea insurance and does not within 3 months after receiving or taking credit for the premium or consideration make out and execute a duly stamped policy of insurance; or

(b) makes, executes or delivers out or pays or allows in account or agrees to pay or allow in account any money upon or in respect of any policy other than a policy of sea insurance which is not duly stamped,

is guilty of an offence and liable on conviction to a fine of \$400.

### **Assuring unless under policy duly stamped**

**61.** (1) Any person who —

(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,

is guilty of an offence and liable on conviction to a fine of \$400.

(2) Every broker, agent or other person negotiating or transacting any sea insurance contrary to the true intent and meaning of this Act, or executing any policy of sea insurance upon paper not duly stamped, shall for every such offence be liable to a fine of \$400 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 is deemed to be paid without consideration, and shall remain the property of his employer.

(3) Any person who makes or issues or causes to be made or issued any document purporting to be a copy of a sea policy, 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, shall for such offence, in addition to any other fine or penalty to which he may be liable, be liable to a fine of \$400.

#### **Issuing share warrant not duly stamped**

**62.** 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 is guilty of an offence and liable on conviction to a fine of \$500.

#### **Warrant for goods not duly stamped**

**63.** Any person who makes, executes or issues or receives or takes by way of security or indemnity any warrant for goods not being duly stamped is guilty of an offence and liable on conviction to a fine of \$200.

#### **Unauthorised dealing in stamps**

**64.** (1) Any person not duly appointed to sell and distribute stamps who deals in any way in stamps, without being licensed to do so, or at any house, shop or place not specified in his licence, shall for every such offence be liable to a fine of \$200.

(2) Any person not duly appointed to sell and distribute stamps or duly licensed to deal in stamps who has, or puts upon his premises either in the inside or on the outside thereof, or upon any board or any material whatever exposed to public view, and whether the same be affixed to his premises or not, any letters importing or intending to import that he deals in stamps, or is licensed to do so, is liable to a fine of \$200.

**Penalty for breach of section 46(5)**

**65.** Any person licensed to deal in stamps who neglects or omits to comply with the provisions of section 46(5) is guilty of an offence and liable on conviction to a fine of \$200.

**Hawking stamps**

**66.** (1) Any person who, whether licensed to deal in stamps or not, hawks or carries about for sale or exchange any stamps, shall, in addition to any other fine or penalty to which he may be liable, is guilty of an offence and liable on conviction to a fine of \$400.

(2) All stamps which are found in the possession of the offender shall be forfeited, and shall be delivered to the Collector to be disposed of as he thinks fit.

**Penalties relating to stamp certificates etc. [S 13/2013]**

**66A.** Any person who —

(a) sells or offers for sale a stamp certificate or certificate of adjudication;

(b) fraudulently attaches a stamp certificate or certificate of adjudication to an instrument other than the instrument for which the stamp certificate or certificate of adjudication was issued;

(c) fraudulently detaches a stamp certificate or certificate of adjudication or fraudulently causes a stamp certificate or certificate of adjudication to be detached from an instrument;

(d) counterfeits, or knowingly performs any part of the process of counterfeiting, any stamp certificate or certificate of adjudication issued by the Collector;

(e) sells or offers for sale any certificate which he knows or ought reasonably to know to be a counterfeit of any stamp certificate or certificate of adjudication issued by the Collector;

(f) has in his possession any certificate which he knows to be a counterfeit of any stamp certificate or certificate of adjudication, intending to use or dispose of it as a genuine stamp certificate or

certificate of adjudication, or in order that it may be used as a genuine stamp certificate or certificate of adjudication; or

(g) uses as a genuine stamp certificate or certificate of adjudication, knowing it to be a counterfeit of any stamp certificate or certificate of adjudication,

is guilty of an offence and liable on conviction to a fine not exceeding \$10,000, imprisonment for a term not exceeding 3 years or both.

### **Postage stamps**

67. Nothing in this Act shall prevent the sale of stamps at any Post Office nor the sale or exchange of postage or revenue stamps for philatelic purposes.

### **Institution and conduct of prosecution**

68. (1) No prosecution in respect of any offence punishable under this Act shall be instituted without the sanction of the Collector.

(2) The Chief Revenue Authority, or any officer generally or specially authorised by him in this behalf, may stay any such prosecution or compound any such offence.

(3) The amount of any such composition shall be recovered in accordance with the provisions of any Act providing for the institution of suits by the Government for the time being in force.

## **PART 9**

### **ESTATE DUTIES**

#### **Estate duty**

69. (1) In the case of every person dying after the commencement of this Act and before 15th December 1988 there shall, in the cases set out in Article 1 of Schedule 1, be levied and paid upon the principal value ascertained as hereinafter provided of all property which passes on the death of such person, a stamp duty called “estate duty” at the graduated rates mentioned in that Article.

(2) In the case of every person dying on or after 15th December 1988, there shall, in the cases set out in Article 1A of

Schedule 1, be levied and paid upon the principal value ascertained as hereinafter provided of all property which passes on the death of such person estate duty at the rate mentioned in that Article.

### **What property is deemed to pass on death**

**70.** (1) Property passing on the death of the deceased is deemed to include the property following, that is to say —

(a) property of which the deceased was at the time of his death competent to dispose;

(b) property in which the deceased or any other person had an interest ceasing on the death of the deceased, to the extent to which a benefit accrues or arises by the cesser of such interest; but exclusive of property the interest in which of the deceased or other person was only an interest as holder of an office, or recipient of the benefits of a charity;

(c) property taken as a *donatio mortis causa* made by any person dying after the commencement of this Act, or taken under a disposition, made by any person so dying, purporting to operate as an immediate gift *inter vivos* whether by way of transfer, delivery, declaration of trust, or otherwise which shall not have been *bona fide* made 12 months before the death of the deceased or taken under any gift, whenever made, of which property *bona fide* possession and enjoyment shall not have been assumed by the donee immediately upon the gift and thenceforward retained to the entire exclusion of the donor, or of any benefit to him by contract or otherwise;

(d) property which a person dying after the commencement of this Act having been absolutely entitled thereto has caused or may cause to be transferred to or vested in himself and any other person jointly whether by disposition or otherwise (including also any purchase or investment effected by the person who was absolutely entitled to the property either by himself alone, or in concert, or by arrangement with any other person) so that the beneficial interest therein or in some part thereof passes or accrues by survivorship on his death to such other person;

(e) property passing under any past or future settlement made by any person dying after the commencement of this Act by deed or any other instrument not taking effect as a will, whereby an interest



in such property, or the proceeds of sale thereof, for life or any other period determinable by reference to death is reserved either expressly or by implication to the settlor or whereby the settlor may have reserved to himself the right by the exercise of any power to restore to himself, or to reclaim the absolute interest in such property or the proceeds of sale thereof;

(f) any annuity or other interest purchased or provided by the deceased either by himself alone or in concert or by arrangement with any other person, to the extent of the beneficial interest accruing or arising by survivorship or otherwise on the death of the deceased.

### **Trust property**

(2) Property passing on the death of the deceased is not deemed to include property held by the deceased as trustee for another person, under a disposition not made by the deceased or under a disposition made by the deceased more than 12 months before his death where possession and enjoyment of the property was *bona fide* assumed by the beneficiary immediately upon the creation of the trust and thenceforward retained to the entire exclusion of the deceased or of any benefit to him by contract or otherwise.

### **Exception for transactions for money consideration**

**71.** (1) Estate duty shall not be payable in respect of property passing on the death of the deceased by reason only of a *bona fide* purchase from the person under whose disposition the property passes nor in respect of the determination of any annuity for lives where such purchase was made or such annuity granted for full consideration in money or money's worth paid to the vendor or grantor for his own use or benefit.

(2) Where any such purchase was made, or annuity granted for partial consideration in money or money's worth paid to the vendor or grantor for his own use or benefit, the value of the consideration shall be allowed as a deduction from the value of the property for the purchase of estate duty.

### **Exception for dwelling-houses**

**71A.** (1) Subject to the provisions of this Act, estate duty shall not be payable in the case of a person dying on or after 15th December 1988 to the extent of \$2,000,000 of the aggregate value of the deceased's interest in a dwelling-house or dwelling-houses whether occupied by the deceased or not

and the amount thereof shall not form part of the principal value of the estate chargeable with estate duty of any deceased person.

(2) Any dwelling-house —

(a) used wholly or partly for the purposes of any trade, business, profession or vocation by any person at the time of death of the deceased; or

(b) passing on the death of the deceased by virtue of section 70(1)(c),

shall not qualify for the relief under subsection (1).

(3) For the purposes of this section “dwelling-houses” include any building or tenement or any part thereof, which is used, constructed or adapted to be used for human habitation.

### **Aggregation of property to form one estate for purpose of estate duty**

72. For determining the rate of duty to be paid on any property passing on the death of the deceased, all property so passing in respect of which duty is chargeable shall be aggregated so as to form one estate, and the duty shall be charged at the proper graduated rate on the principal value thereof.

### **Payment of estate duty**

73. (1) Estate duty shall be payable as hereinafter mentioned.

#### **Collection and recovery**

(2) The executor of the deceased shall pay the estate duty in respect of all property of which the deceased was competent to dispose at the death and may pay in the estate duty in respect of any other property passing on such death, which by virtue of any testamentary disposition of the deceased is under the control of the executor or in the case of property not under his control if the persons accountable for the duty in respect thereof request him to make such payment.

#### **Revision for unknown values**

(3) Where the executor does not know the amount or value of any property which has passed on the death, he may state in the affidavit for the Collector that such property exists, but that he does not know the amount or value thereof and that he undertakes as soon as the amount and value are

ascertained to bring in an account thereof and to pay both the duty for which he is or may be liable and any further duty payable by reason thereof for which he is or may be liable in respect of the other property mentioned in the affidavit.

#### **Collection from other than executor**

(4) Estate duty so far as not paid by the executor shall be paid within 24 months after the death, by the person accountable for the duty, or within such further time as the Collector may allow.

#### **Estate includes accrued income**

(5) Every estate shall include all income accrued upon the property included therein down to and outstanding at the date of the death of the deceased.

#### **Interest**

(6) Interest at the rate of 4 *per centum per annum* on the estate duty shall be paid from the expiration of 24 months after the death, and shall form part of the estate duty and subject as aforesaid interest at the said rate of 4 *per cent* for every subsequent year or part of a year during which probate or letters of administration shall not have been obtained shall accrue on the estate duty payable. The payment of interest shall not relieve any person from any penalty he may have incurred under this Act.

#### **Date when duty becomes due**

(7) The duty which is to be collected upon an affidavit for the Collector or account shall be due on the delivery thereof, or on the expiration of 6 months from the death, whichever first happens.

#### **Allowance for debts and funeral expenses**

**74.** (1) In determining the value of an estate for the purpose of estate duty allowance shall be made for reasonable funeral expenses not to exceed \$5,000 or 5 *per cent* of the ascertained value of the estate whichever is the smaller, and for debts and incumbrances, but an allowance shall not be made —

(a) for debts incurred by the deceased, or incumbrances created by a disposition made by the deceased, unless such debts or incumbrances were incurred or created *bona fide* for full

consideration in money or money's worth wholly for the deceased's own use and benefit and take effect out of his interest;

(b) for any debt in respect whereof there is a right to reimbursement from any other estate or person unless such reimbursement cannot be obtained; or

(c) more than once for the same debt or incumbrance charged upon different portions of the estate,

and any debt or incumbrance for which an allowance is made shall be deducted from the value of the property liable thereto.

### **Property of persons resident out of Brunei Darussalam**

(2) An allowance shall not be made in the first instance for debts due from the deceased to persons resident out of Brunei Darussalam (unless contracted to be paid in Brunei Darussalam or charged on property situate within Brunei Darussalam) except out of the value of any property of the deceased situate out of Brunei Darussalam in respect of which estate duty is paid; and there shall be no repayment of estate duty in respect of any such debts, except to the extent to which it is shown to the satisfaction of the Collector, that the property of the deceased situate in the country in which the person to whom such debts are due resides, is insufficient for their payment.

### **Property situate outside jurisdiction**

(3) Where any property passing on the death of the deceased is situate in any country outside the jurisdiction of the Probate Officer and the Collector is satisfied that by reason of such death any duty is payable in that country in respect of the property, he shall make an allowance accordingly.

### **Principal value**

(4) The principal value of any property shall be estimated to be the price which, in the opinion of the Collector, such property would fetch if sold in the open market at the time of the death of the deceased.

### **Filing of accounts of property**

**75.** (1) Every person applying for probate or letters of administration shall, to the best of his knowledge and belief, specify in appropriate accounts annexed to an affidavit for the Collector in the prescribed form all the property in respect of which estate duty is payable upon the death of the

deceased and shall be accountable for the estate duty in respect of all property of which the deceased was competent to dispose at his death but shall not be liable for any duty in excess of the assets which he has received as executor or might but for his own neglect or default have received.

### **Beneficiaries and trustees accountable for estate duty**

(2) Where property passes on the death of the deceased, and his executor is not accountable for the estate duty in respect of such property every person to whom any property so passes for any beneficial interest in possession, and also to the extent of the property actually received or disposed of by him, every trustee, guardian, committee, or other person in whom any interest in the property so passing or the management thereof is at any time vested, and every person in whom the same is vested in possession by alienation or other derivative title shall be accountable for the estate duty on the property and shall within the time required by this Act or such later time as the Collector may allow deliver to the Collector and verify an account for the Collector to the best of his knowledge and belief of the property:

Provided that nothing in this section contained shall render a person accountable for duty who acts merely as agent or bailiff for another person (such person being within Brunei Darussalam) in the management of property.

### **Penalties for default in taking out probate**

(3) If any person takes possession of or in any way administers any part of an estate in respect of which duty is leviable on the death of any deceased person or of the income of any part of such estate without obtaining probate or letters of administration of such estate or without delivering an account (as the case may be) within 6 months after the decease or within 2 months after the termination of any action or proceeding respecting the will or the right to letters of administration, if there be any such which is not ended within 4 months after such decease, or if any person who ought to deliver any affidavit or account neglects to do so within the said period, he shall forfeit to the Government the sum of \$500 and shall also be liable to pay to the Government double the amount of duty leviable and the same shall be a debt due from him to the Government, and may be recovered in accordance with the provisions of any Act providing for the institution of suits by the Government for the time being in force.

**Powers of Collector**

(4) The Collector may summon before him any person accountable for estate duty, and any person whom the Collector believes to have taken possession of or administered any part of the estate in respect of which duty is leviable on the death of the deceased, or of the income of any part of such estate, or any person whom the Collector believes to be indebted to the deceased or any person whom the Collector believes to be capable of giving information as to such estate, and may examine such person with regard to the premises and may require any such person to produce any documents in his custody or power relating to the estate in respect of which duty is leviable on the death of the deceased. And any such person who without any lawful impediment or excuse, to be allowed by the Collector, fails to come before the Collector at the time appointed or refuses to answer any question lawfully put him by the Collector or fails to produce any such document as aforesaid, shall forfeit to the Government the sum of \$500 which shall be a debt due to the Government and may be recovered in accordance with the provisions of any Act providing for the institution of suits by the Government for the time being in force, and in addition to such forfeiture the Collector may apply to the High Court in a summary manner in the matter to which his inquiry relates for an order enforcing compliance with his reasonable requirements.

**Power to reduce penalty**

(5) Provided that the Collector or, in any proceeding for the recovery of any penalty to which any person is liable under this Act, the Court shall have power to reduce any penalty to which any person is liable under this section.

**Persons entitled to deliver without letters not liable**

(6) Nothing in this section shall be held to render liable any person who is entitled under any Act to deliver or order to be delivered property of a deceased person without letters of administration being taken out nor the person to whom property shall be delivered by or by the order of such person.

**Affidavits and accounts to be delivered on Collector**

(7) All affidavits and accounts required under this section shall be delivered to the Collector, who shall before estate duty is levied make such inquiry respecting the contents of or particulars verified by such affidavit or account and the value of the various properties included therein as he thinks

necessary, and the person making or tendering such affidavit shall be legally bound to attend at the office of the Collector whenever required by him and to furnish and produce to the Collector such explanations and documentary or other evidence as the Collector may require.

### **Inspection valuation**

(8) The Collector if he thinks fit may authorise a person to inspect any property and report to him the value thereof for the purposes of this Act, and if he does so the person having the custody or possession of that property shall permit the person so authorised to inspect at such reasonable times as the Collector considers necessary.

### **Costs of valuation**

(9) When the Collector requires a valuation to be made by a person named by him the costs of such valuation shall be defrayed by the Collector.

### **Certificate**

(10) When the Collector has ascertained the amount of duty payable on an affidavit or on an account he shall certify the same in writing in the prescribed form.

### **Interest to be made before stamping**

(11) When the Collector has made his certificate which shall include any interest due in accordance with the provisions of section 73(6), he shall forthwith levy estate duty in the manner hereinafter provided.

### **Probate note to be issued until estate duty paid**

76. (1) No probate or letters of administration shall be issued by any Probate Officer until the Collector shall have certified in writing that the estate duty payable in respect of the estate has been paid or that he has allowed payment thereof to be postponed under subsection (2) or (3).

### **When value cannot be ascertained immediately**

(2) When the affidavit for the Collector contains the statement and undertaking specified in section 73(3), in Collector may allow payment of the whole or any part of the estate duty to be postponed until after the issue of probate or letters of administration upon condition that a further and complete affidavit shall be filed and the proper duty paid thereon as soon as the full value of the estate has been ascertained; and the Collector may require the person applying for such probate or letters of administration to

enter into a bond with or without sureties in such an amount as he shall think fit to secure the filing of such affidavit as aforesaid and the payment of the proper duty thereon within such time as shall be named in such bond. Such bond may be in the prescribed form.

### **Deferred payment**

(3) Where the Collector is satisfied that the estate duty leviable in respect of any property cannot without excessive sacrifice be raised at once, he may allow payment to be postponed for such period, to such extent and on payment of such interest not exceeding 6 *per cent* or any higher interest yielded by the property, and on such terms as the Collector may think fit.

### **Re-payment of excess**

77. (1) Where it is proved to the satisfaction of the Collector that too much estate duty has been paid the excess shall be repaid by him.

### **Further affidavit or account and payment of additional duty**

(2) If it shall be afterwards discovered that for any reason too little duty has been paid the person accountable for estate duty shall within one month of the discovery deliver a further affidavit or further account and shall pay the difference between the duty chargeable according to the true value of the estate and the duty already paid and shall at the same time pay to the Collector interest upon the duty at the rate mentioned in section 73(6) *per annum* from the date of the death or from such subsequent date as the Collector may in the circumstances think proper. If any person who ought to deliver a further affidavit or account as in this subsection mentioned neglects to do so within the prescribed period he shall forfeit to the Government the sum of \$500 and shall also be liable to pay to the Government double the amount of additional duty chargeable and the same shall be a debt due from him to the Government and may be recovered in accordance with the provisions of any Act providing for the institution of suits by the Government for the time being in force.

### **No claim for return of excess or for additional duty except when particulars incorrectly stated in affidavit**

(3) In case there has been an appeal under section 81 from a certificate of the Collector made under section 75(10), no claim shall be made for the return of excess duty or for the payment of additional duty except on the ground that the particulars of the property passing on the death



of the deceased, or the general expenses, debts or incumbrances for which allowance was made, were not correctly stated in the affidavit or account.

### **Interests in expectancy**

(4) When an estate includes an interest in expectancy, estate duty in respect of that interest shall be paid, at the option of the person accountable for the duty, either with the duty in respect of the rest of the estate or when the interest falls into possession, and if the duty is not paid with the estate duty in respect of the rest of the estate, then —

(a) for the purpose of determining the rate of estate duty in respect of the rest of the estate the value of the interest shall be its value at the date of the death of the deceased; and

(b) the rate of estate duty in respect of the interest when it falls into possession shall be calculated according to its value when it falls into possession, together with the value of the rest of the estate as previously ascertained.

### **Value of interests ceasing on death**

(5) The value of the benefit accruing or arising from the cesser of an interest ceasing on the death of the deceased shall if the interest extended to the whole income of the property, be the principal value of that property, and if the interest extended to less than the whole income of the property, be the principal value of an addition to the property equal to the income to which the interest extended.

### **Charges of estate duty on property**

78. (1) A rateable part of the estate duty on an estate, in proportion to the value of any property which does not pass to the executor as such, shall be a first charge on the property in respect of which duty is leviable:

Provided that the property shall not be so chargeable as against a *bona fide* purchaser thereof for valuable consideration without notice.

### **Reimbursement of executor**

(2) If the rateable part of the estate duty in respect of any property is paid by the executor, it shall when occasion requires be repaid to him by the trustees or owners of the property.

**Raising estate duty by sale, mortgage or terminable charge**

(3) A person authorised or required to pay the estate duty in respect of any property shall, for the purpose of paying the duty or raising the amount of duty when already paid, have power, whether the property is or is not vested in him, to raise the amount of such duty and any interest and expenses properly paid or incurred by him in respect thereof by the sale or mortgage or a terminable charge on that property or any part thereof.

**Payment by limited owner**

(4) A person having a limited interest in any property who pays the estate duty in respect of that property shall be entitled to the like charge as if the estate duty in respect of that property had been raised by means of a mortgage to him.

**Payment of duty out of “capital money”**

(5) Any money arising from the sale of property comprised in a settlement or held upon trust to lay out upon the trusts of a settlement may be expended in paying any estate duty in respect of property comprised in the settlement and held upon the same trusts.

**Apportionment of estate duty**

**79.** (1) In the case of property which does not pass to the executor as such, an amount equal to the proper rateable part of the estate duty may be recovered by the person who, being authorised or required to pay the estate duty in respect of any property has paid such duty, from the person entitled to any sum charged on such property (whether as capital or as an annuity or otherwise) under a disposition not containing any express provision to the contrary.

(2) Any dispute as to the proportion of estate duty to be borne by any property or person may be determined upon application by way of summons in the High Court.

(3) Any party from whom a rateable part of estate duty can be recovered under this section shall be bound by the accounts and valuations as settled between the person entitled to recover the same and the Collector.

**Special provision as to rates of interest in certain cases**

**80.** If at the date of the death of the deceased there is no person within Brunei Darussalam who is entitled to apply for probate or letters of

administration to his estate, or if the deceased left a will and was not resident within Brunei Darussalam at the time of his death, the period of 6 months mentioned in section 73(7) and in section 75(3) shall be read as 12 months and in the latter subsection the period of 4 months shall be read as 10 months.

### **Appeal to Court on payment of or security given for duty claimed**

**81.** (1) Any person aggrieved by the decision of the Collector with respect to the amount of estate duty payable on an affidavit or account or with respect to the repayment of any excess duty or to any claim for additional duty by the Collector and whether he is aggrieved on the ground of the value of any property or the rate charged or otherwise, may on payment, of, or giving security as hereinafter mentioned for, the duty claimed by the Collector or such portion of it as is then payable by him, appeal to the High Court within 3 months from the date of the decision and the amount of the duty shall be determined by the Court and if the duty is less than that paid to the Collector the excess shall be repaid.

### **No appeal from Court without leave**

(2) No appeal shall be allowed from any order, direction, determination or decision of the Court under any appeal under this section except with the leave of the Court or of the Court of Appeal.

### **Costs of appeal**

(3) The costs of the appeal shall be in the discretion of the Court, and the Court where it appears to the Court just, may order the Collector to pay on any excess of duty repaid by him interest at the rate of 4 *per cent per annum* for such period as appears to the Court just:

Provided that the Court, if satisfied that it would impose hardship to require the appellant as a condition of the appeal to pay the whole, or as the case may be, any part of the duty claimed by the Collector or of such portion of it as is then payable by him, may allow an appeal to be brought on payment of no duty or of such part only of the duty as to the Court seems reasonable and on security to the satisfaction of the Court being given for the duty or so much of the duty as is not so paid, but in such case the Court may order interest at the rate of 4 *per cent per annum* to be paid on the unpaid duty so far as it becomes payable under the decision of the Court.

**Interpretation**

82. (1) In this Part, unless the context otherwise requires —

“the deceased” means a person who died after the commencement of this Act;

“deceased person” means a person who died after the commencement of this Act;

“estate duty” means estate duty under this Part;

“executor” means the executor or administrator of a deceased person and includes as regards any obligation under this Part, any person who takes possession of or intermeddles with the property of a deceased person;

“incumbrances” includes mortgages and terminable charges;

“interest in expectancy” includes an estate in remainder or reversion and every future interest whether vested or contingent, but does not include reversions expectant upon the determination of leases;

“prescribed” means prescribed by rules made by His Majesty the Sultan and Yang Di-Pertuan in Council under this Act;

“property” includes the proceeds of sale thereof and any sale or investment for the time being representing the proceeds of sale;

“property passing on the death” includes property passing either immediately on the death or after any interval and either originally or contingently, and either originally or by way of substitutive limitation, and the expression “on the death” includes “at a period ascertainable only by reference to the death”;

“will” includes any testamentary instrument.

(2) For the purpose of this Part —

(a) a person is deemed competent to dispose of property if he has such an estate or interest therein or such general power as would, if he were *sui juris*, enable him to dispose of the property; and the expression “general power” includes every power or authority enabling the donee or other holder thereof to appoint or dispose of property as he thinks fit, whether exerciseable by instrument

*inter vivos* or by will, or both, but exclusive of any power exercisable in a fiduciary capacity under a disposition not made by himself or as mortgagee;

(b) a disposition taking effect out of the interest of the deceased person is deemed to have been made by him, whether the concurrence of any other person was or was not required;

(c) money which a person has a general power to charge on property is deemed to be property of which he has power to dispose.

## PART 10

### GENERAL

#### **Composition of duty on bank notes allowed**

**83.** (1) The Chief Revenue Authority may authorise any banker having authority to issue bank notes upon giving such security for payment of the composition hereinafter mentioned and for keeping, producing and rendering accounts as the Chief Revenue Authority may think fit, to issue bank notes on unstamped paper and to compound for the duty payable thereon by payment to the Collector within the first 5 days of each month of one twenty-fourth *per cent* on the average value of such notes in circulation during the immediately preceding month.

#### **Banker to transmit to Collector monthly account**

(2) Every banker issuing bank notes shall on the 1st day of each month transmit to the Collector an account of the average circulation of his notes during the immediately preceding month signed by himself and by his Accountant.

#### **Monthly average, how ascertained**

(3) To ascertain the monthly average, the aggregate value of the notes in circulation on every day of business during the month shall be divided by the number of days of business in such month and the average so ascertained is deemed to be the average in circulation. All bank notes are deemed to be in circulation from the time the same shall have been issued until the same shall have been actually returned.

**Power of Collector to inspect accounts**

(4) Every book of every banker in which is entered any account, minute or memorandum of or relating to the bank notes issued by him or in circulation or any account, minute or memorandum the sight or inspection whereof may tend to secure the rendering of true accounts or to test the truth of any such account shall be open for the inspection and examination at all reasonable times of the Collector who shall be at liberty to take copies thereof or extracts therefrom:

Provided that the Collector shall not exercise the powers aforesaid without the authority of the Minister.

**Books etc. in custody of public offices may be inspected without fee**

84. Every public officer having in his custody any registers, 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 authorised in writing by the Collector to inspect for such purpose the registers, books, papers, documents and proceedings and to take such notes and extracts as he may deem necessary without fee or charge.

**Power to reduce, remit or compound duties**

85. The Minister may, with the approval of His Majesty the Sultan and Yang Di-Pertuan, by rule or order duly published —

[S 13/2013]

(a) reduce or remit whether prospectively or retrospectively in the whole or any part of Brunei Darussalam the duties with which any instrument or any particular class of instruments, or any of the instruments belonging to such class or any instruments when executed by or in favour of any particular class of persons or by or in favour of any members of such class, are chargeable; and

(b) provide for the composition or consolidation of duties in the case of issues by any incorporated company or other body corporate of debentures, bonds or other marketable securities.

**Power to make rules**

86. His Majesty the Sultan and Yang Di-Pertuan in Council may make rules to carry out generally the purposes of this Act, and may by such rules

prescribe the fines which shall in no case exceed \$1,000 to be incurred on breach thereof.

## SCHEDULE 1

(section 3)

## INSTRUMENTS CHARGEABLE WITH DUTY

Description of Instrument	Proper Stamp Duty
1. AFFIDAVIT and Account of estate duty —	
Where the principal value of the estate —	At the rate of —
exceeds \$3,000 and does not exceed \$5,000 .....	1%
exceeds \$5,000 and does not exceed \$10,000 .....	2%
exceeds \$10,000 and does not exceed \$25,000 .....	3%
exceeds \$25,000 and does not exceed \$50,000 .....	4%
exceeds \$50,000 and does not exceed \$100,000 .....	5%
exceeds \$100,000 and does not exceed \$150,000 .....	6%
exceeds \$150,000 and does not exceed \$200,000 .....	7%
exceeds \$200,000 and does not exceed \$300,000 .....	8%
exceeds \$300,000 and does not exceed \$400,000 .....	9%
exceeds \$400,000 and does not exceed \$500,000 .....	10%
exceeds \$500,000 and does not exceed \$750,000 .....	11%
exceeds \$750,000 and does not exceed \$1,000,000 .....	12%
exceeds \$1,000,000 and does not exceed \$1,250,000 .....	13%
exceeds \$1,250,000 and does not exceed \$1,500,000 .....	14%
exceeds \$1,500,000 and does not exceed \$2,000,000 .....	15%
exceeds \$2,000,000 and does not exceed \$3,000,000 .....	16%
exceeds \$3,000,000 and does not exceed \$5,000,000 .....	17%
exceeds \$5,000,000 and does not exceed \$7,500,000 .....	18%
exceeds \$7,500,000 and does not exceed \$10,000,000 .....	19%
Over \$10,000,000 .....	20%
Provided that —	
(i) where the principal value of the estate exceeds \$3,000 but does not exceed \$5,000 the amount of estate duty payable shall be the amount calculated at one <i>per cent</i> ; of such principal value or the amount by which such principal value exceeds \$3,000 whichever is the less;	



## SCHEDULE 1 — (continued)

Description of Instrument	Proper Stamp Duty
(ii) in all other cases the amount of estate duty payable shall, where necessary, be reduced so as not to exceed the highest amount of duty which would be payable at the next lower rate, with the addition of the amount by which the value of the estate exceeds the value on which the highest amount of duty would be so payable at the lower rate.	
1A. AFFIDAVIT and Account of estate duty — Where the principal value of the estate exceeds \$2,000,000 .....	At the rate of 3%
2. AFFIDAVIT, STATUTORY DECLARATION or DECLARATION IN WRITING on oath or affirmation, made before a person authorised by law to administer an oath .....	\$5.00
<i>Exemptions:</i> Affidavit or Declaration in writing when made — (a) for the immediate purpose of being filed or used in any Court or before any Judge or officer of any Court; or (b) for the sole purpose of enabling any person to receive any pension or charitable allowance; (c) by a surety for an officer of the Government with regard to the surety's means.	
3. AGREEMENT for lease .....	<i>See LEASE</i>
4. AGREEMENT or MEMORANDUM OF AGREEMENT made under hand only, and not otherwise specially charged with any duty, whether the same be only evidence of a contract or obligatory on the parties from its being a written instrument .....	\$1.00
<i>Exemptions:</i> AGREEMENT or MEMORANDUM — (a) for or relating to the sale of any goods, wares, or merchandise other than a hire or purchase agreement; (b) for service or personal employment where the wages do not exceed \$25 per month, and any agreement between the master and mariners of any vessels or boat for wages; (c) the matter whereof is not of the value of \$25; (d) for the reference of any matter to arbitration.	

## SCHEDULE 1 — (continued)

Description of Instrument	Proper Stamp Duty
5. ANNUITY — Conveyance in consideration of ..... Other instrument creating .....	See CONVEYANCE ON SALE  The same duty as a mortgage for the amount deemed to be secured thereby
6. APPOINTMENT of a new TRUSTEE, and APPOINTMENT in execution of a Power of any property movable or immovable, or of any use, share, or interest in any property by any instrument not being a Will .....	\$10.00
7. 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 artificer's work whatsoever —  Where the amount of the appraisal or valuation — does not exceed \$50 ..... exceeds \$50 and does not exceed \$100 ..... exceeds \$100 and does not exceed \$200 ..... exceeds \$200 and does not exceed \$300 ..... exceeds \$300 and does not exceed \$400 ..... exceeds \$400 and does not exceed \$500 ..... exceeds \$500 and does not exceed \$1,000 ..... exceeds \$1,000 and does not exceed \$2,000 ..... exceeds \$2,000 and does not exceed \$5,000 ..... exceeds \$5,000 .....	10 cents 25 cents 50 cents \$1.00 \$1.50 \$2.00 \$4.00 \$6.00 \$8.00 \$10.00
<p style="text-align: center;"><i>Exemptions:</i></p> <p>(a) Appraisal or valuation made for and for the information of one party only, and not being in any manner obligatory as between either by agreement or operation of law;</p> <p>(b) A certificate of an architect or engineer as to the value of work done under a building or engineering contract;</p> <p>(c) Appraisal or valuation made in pursuance of the order of any Court;</p> <p>(d) Appraisal or valuation of property of a deceased person made for the information of an executor or other person required to deliver an affidavit or account of the estate of such deceased person;</p> <p>(e) Appraisal or valuation of any property made for the purpose of ascertaining the estate duty payable in respect thereof.</p>	

## SCHEDULE 1— (continued)

Description of Instrument	Proper Stamp Duty
8. APPRENTICESHIP DEED .....	\$1.00
9. (Deleted by S 42/2017).	
<p><i>Exemption:</i></p> <p>Instrument relating to any poor child apprenticed by any public institution or at the charge of any public charity.</p>	
10. ASSIGNMENT —	
By way of security or of any security .....	<i>See</i> MORTGAGE
Upon a sale or otherwise .....	<i>See</i> CONVEYANCE
11. ASSURANCE .....	<i>See</i> POLICY
12. AVERAGE .....	<i>See</i> BOND
13. AWARD —	
(a) in any case in which an amount or value is the matter in dispute;	
<p><i>Exemption:</i></p>	
Awards made under any written law relating to the acquisition of land for public purposes .....	\$20.00
(b) where no amount or value is stated .....	\$5.00
14. BANK NOTE .....	The same duty as a Promissory Note unless the duty is compounded for
15. BILL OF EXCHANGE — Payable on demand or at sight or on presentation .....	10 cents
16. BILL OF EXCHANGE of any other kind whatsoever (except a Cheque) drawn, or expressed to be payable, or actually paid or endorsed, or in any manner negotiated in Brunei Darussalam —	
Where the amount or value of the money for which the bill or note is drawn or made does not exceed \$100 .....	10 cents
Where the amount or value of the money for which the bill is drawn exceeds \$100 .....	10 cents for \$100 and an extra 10 cents for every \$100 and for every fractional part of \$100 over any multiple of \$100 of the amount or value of the money for which the bill is drawn

SCHEDULE 1 — (continued)

Description of Instrument	Proper Stamp Duty
<p>NOTE — 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 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.</p>	
<p>17. BILL OF LADING .....</p>	<p>10 cents for each copy</p>
<p>18. BILL OF SALE —                      Absolute .....</p> <p>By way of security .....</p>	<p><i>See</i> CONVEYANCE</p> <p><i>See</i> MORTGAGE</p>
<p>19. BOND for securing the payment or repayment of money or the transfer or retransfer of stock .....</p>	<p><i>See</i> MORTGAGE</p>
<p>20. BOND or MORTGAGE DEED executed by way of Indemnity or of Security for the due execution of an office, or to account for money received by virtue thereof.</p> <p style="text-align: center;"><i>Exemption:</i></p> <p>BOND executed by an officer of the Government or his surety to secure the due execution of an offence or the due accounting for money or other payments secured by virtue thereof.</p>	<p>When the penalty or amount secured does not exceed \$500: the same duty as a mortgage for the penalty or amount secured</p> <p>In any other case: \$2.00</p>
<p>21. BOND or other obligation concerning RESPONDENTIA and BOTTOMRY, and AVERAGE STATEMENT or BOND where no statement is drawn up .....</p>	<p>10 cents for every \$100</p>
<p>22. BOND on obtaining Letters of Administration —                      where the estate does not exceed \$10,000 .....</p> <p>where the estate exceeds \$10,000 .....</p> <p style="text-align: center;"><i>Exemption:</i></p> <p>BOND given by any person when the estate to be administered does not exceed \$1,000 in value.</p>	<p>\$2.00</p> <p>\$5.00</p>
<p>23. (<i>Deleted by S 42/2017</i>).</p>	
<p>24. CHARTER PARTY .....</p>	<p>\$2.00</p>
<p>25. CHEQUE .....</p>	<p>10 cents</p>
<p>26. CONTRACT .....</p>	<p><i>See</i> AGREEMENT</p>

SCHEDULE 1 — (continued)

Description of Instrument	Proper Stamp Duty
27. CONTRACT NOTE .....	10 cents
28. CONVEYANCE ASSIGNMENT OR TRANSFER — <ul style="list-style-type: none"> <li>(a) On sale of any property (except shares in a company)                             <ul style="list-style-type: none"> <li>When the amount or value of the consideration for the sale does not exceed \$100 ..... 50 cents</li> <li>Above \$100 and not exceeding \$250 ... \$1.50</li> <li>Above \$250 and not exceeding \$500 ... \$3.00</li> <li>And for every further \$250 or any part thereof .. \$1.50</li> </ul> </li> <li>(b) Of shares in a company whether on sale or otherwise, to be computed on the price or such shares —                             <ul style="list-style-type: none"> <li>For every \$100 or fractional part of \$100;                                     <ul style="list-style-type: none"> <li>(i) when the name of the transferee is filled in prior to the execution of the transfer by the transferor ..... 10 cents</li> <li>(ii) when the name of the transferee is not filled in prior to the execution of the transfer by the transferor (commonly called “a blank transfer”) ..... 30 cents</li> </ul> </li> </ul> </li> <li>(c) of any property except such shares as aforesaid by way of security of any security ..... <i>See MORTGAGE</i></li> <li>(d) of any property except such shares as aforesaid by way of gift (not being a settlement) ..... The same duty as a conveyance on sale for a consideration equal to the value of the property</li> <li>(e) for the purpose of effectuating an appointment of a new Trustee ..... \$10.00</li> </ul>	
<p style="text-align: center;"><i>Exceptions:</i></p> Transfers by endorsement of a bill of exchange, cheque or promissory note; or of a bill of lading, warrant of goods or other mercantile document of title to goods; or of a policy of insurance.	

SCHEDULE 1 — (continued)

Description of Instrument	Proper Stamp Duty
<p>29. COPY OR EXTRACT (attested or in any manner authenticated) of or from —</p> <ul style="list-style-type: none"> <li>(a) an instrument chargeable with any duty;</li> <li>(b) an original will or codicil;</li> <li>(c) the probate or probate copy of a will or codicil;</li> <li>(d) any letters of administration;</li> <li>(e) any public register (except any register of births, baptisms, marriages, deaths, or burials);</li> <li>(f) the books, rolls, or records of any court.</li> </ul> <p style="text-align: center;"><i>Exemptions:</i></p> <ul style="list-style-type: none"> <li>(a) copy of any paper which a public officer is expressly required by law to make or furnish, for record in any public office, or for any public purpose;</li> <li>(b) Copy or extract of or from any law proceedings.</li> </ul>	<p style="text-align: center;">} \$1.00</p>
<p>30. COUNTERPART or DUPLICATE of any instrument chargeable with duty, and in respect of which the proper duty, has been paid: provided that the original shall be produced duly stamped, if required by the Collector —</p> <ul style="list-style-type: none"> <li>(a) if the duty with which the original instrument is chargeable does not exceed \$2.00</li> <li>(b) in any other case .....</li> </ul>	<p>The same duty as is payable on the original</p> <p>\$2.00</p>
<p>31. COVENANT —</p> <p>Any separate deed of covenant (not being a deed chargeable with <i>ad valorem</i> duty as a conveyance or mortgage) made on the sale or mortgage or any property, or of any right or interest therein, 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 .....</p>	<p>\$10.00</p>
<p>32. DEBENTURE .....</p>	<p>See MARKETABLE SECURITY</p>
<p>33. DECLARATION or REVOCATION of any use or trust of or concerning any property by any writing, not being a deed or will, or an instrument chargeable with duty as a settlement .....</p>	<p>\$10.00</p>
<p>34. DEED of any kind not described in the Schedule .....</p>	<p>\$10.00</p>
<p>35. DEPOSIT OF TITLE DEEDS .....</p>	<p>See MORTGAGE</p>
<p>36. DUPLICATE .....</p>	<p>See COUNTERPART</p>
<p>37. EQUITABLE MORTGAGE .....</p>	<p>See MORTGAGE</p>

SCHEDULE 1 — (continued)

Description of Instrument	Proper Stamp Duty			
38. EXCHANGE. Any instrument whereby an exchange of any property is effected .....	The same duty as a conveyance for a consideration equal to the value of the property of greater value			
39. EXTRACT .....	See COPY			
40. FURTHER CHARGE .....	See MORTGAGE			
41. GIFT .....	See CONVEYANCE			
42. INDEMNITY BOND .....	See BOND			
43. INSURANCE .....	See POLICY			
WHEN THE LEASE IS FOR A PERIOD				
44. LEASE or AGREEMENT FOR LEASE of any land, house or other immovable property granted or made —	Not exceeding one year	Exceeding one year but not exceeding 5 years	Exceeding 5 years or for any indefinite term	
	\$	\$	\$	
	(a) without fine or premium when the rent calculated for a whole year —			
	(i) does not exceeding in value \$100 .....	0.50	1.00	2.00
	(ii) exceeds \$100 but does not exceed \$250 .....	1.00	2.00	4.00
(iii) exceeds \$250 but does not exceed \$500 .....	2.00	4.00	8.00	
(iv) exceeds \$500, for every additional \$250 or any part thereof .....	1.00	2.00	4.00	
(b) in consideration of a fine or premium and without rent .....	The same duty as for a conveyance for a sum equal to the amount of such consideration			
(c) in consideration of a fine or premium and reserving a rent .....	Stamp of value equal to the joint value of the stamps for a conveyance on sale in consideration of the fine or premium and a lease for the rent			
45. LEASE executed in pursuance of a duly stamped agreement for the same on production of such agreement to the Collector .....	\$2.00			
<i>Exemptions:</i>				
Agricultural lease or agreement for agricultural lease for any definite term not exceeding 3 years when the rent reserved does not exceed \$10 a year.				

SCHEDULE 1 — (continued)

Description of Instrument	Proper Stamp Duty
46. LETTER OF ALLOTMENT and LETTER OF RENUNCIATION or any documents having the effect of a letter of allotment of shares in any company or proposed company or in respect of any loan raised or proposed to be raised to be raised by any company or proposed company .....	10 cents
47. LETTER OF ATTORNEY .....	<i>See</i> POWER OF ATTORNEY
48. MARKETABLE SECURITY for or in respect of the money thereby secured	The same <i>ad valorem</i> duty according to the nature of the security as upon a mortgage
49. MORTGAGE DEED, AGREEMENT FOR A MORTGAGE, BOND, DEBENTURE, COVENANT, and 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 \$25 .....	10 cents
exceeding \$25 but not exceeding \$100 .....	25 cents
exceeding \$100 but not exceeding \$250 .....	50 cents
exceeding \$250 but not exceeding \$500 .....	\$1.00
and for every further sum of \$500 or any part thereof .....	\$1.00
(b) being a collateral or auxiliary or additional or substituted security or by way of further assurance for the abovementioned purpose where the principal of primary security is duly stamped;	One-fifth the duty on the principal or primary security
(c) transfer or assignment of any mortgage deed bond debenture or covenant or of any money or stock secured by any such instrument or by any warrant of attorney to enter up judgment or by any judgment;	One-quarter the duty which would be chargeable on a mortgage for the amount transferred
and also where any further money is added to the money already secured;	The same duty as a principal security for such further money
(d) reconveyance, re-assignment, release, discharge, surrender, warrant to vacate, or renunciation of any such security as aforesaid or of the benefit thereof or of the money thereby secured —	
(1) if the total amount of value of the money does not exceed \$500 .....	50 cents
(2) in any other case .....	\$1.00
(e) mortgage executed in pursuant of a duly stamped agreement for the same, on production of such agreement to the Collector .....	\$1.00



## SCHEDULE 1 — (continued)

Description of Instrument	Proper Stamp Duty
50. NOTARIAL ACT, that is to say, any instrument, indorsement, note, attestation, certificate or entry not being a protest made or signed by a Notary Public in the execution of the duties of his office, or by any other person lawfully acting as a Notary Public .....	\$2.00
51. NOTE OF PROTEST BY THE MASTER OF A SHIP .....	\$1.00
52. PARTITION — for each instrument .....	\$5.00
<i>Exemptions:</i> When duty has been paid under any order of Court or award directing a partition, no further duty is payable in respect of any instrument carry such partition into effect.	
53. POLICY OF INSURANCE —	
A. — <i>Policy of Sea Insurance</i> —	
(a) when the amount insured does not exceed \$1,000 ..	10 cents
(b) when the amount insured exceeds \$1,000 .....	25 cents
(c) for time policies on hulls of vessels, for every \$1,000 or part thereof insured .....	25 cents
B. — <i>Fire Policy</i> —	
For all policies and renewals irrespective of the sum insured or the term .....	25 cents
C. — <i>Accident Policy</i> 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 .....	10 cents
D. — <i>Life Policy</i> or other insurance not specifically provided for except such a reinsurance as is described in Clause E of this Article for every \$1,000 insured .....	10 cents
E. — <i>Reinsurance</i> by an insurance company which has granted a policy of sea insurance or a policy of fire insurance with another company by way of indemnity or guarantee, against the payment on the original insurance of a certain part of the sum insured thereby irrespective of the sum insured or term .....	10 cents

SCHEDULE 1 — (continued)

Description of Instrument	Proper Stamp Duty
<i>General Exemptions:</i>	
Letter of cover or engagement to issue a policy of insurance:	
Provided that unless such letter or engagement bears the stamp prescribed by this Act for such policy nothing shall be claimable thereunder, nor shall it be available for any purpose except to complete the delivery of the policy therein mentioned.	
54. POWER or LETTER OF ATTORNEY —	
(a) for the sole purpose of appointing or authorising any person to vote as proxy at a meeting of a company or association —	
(1) where the proxy is to vote at one meeting only	\$1.00
(2) where the proxy is to vote at more than one meeting .....	\$1.00
(b) for the performance of one act only where the value of the property to be dealt with is expressed in the power or letter and does not exceed \$500 .....	\$1.00
(c) of any kind whatsoever not hereinbefore described	\$10.00
<i>Exemptions:</i>	
Power or letter or attorney or authority given by any Government officer for the receipt of his salary or allowance by any other person.	
55. PROMISSORY NOTE of any kind whatsoever (except a bank note) .....	At the rate of 10 cents for every \$100 and for every fractional part of \$100 over any multiple of \$100 of the amount of value of the money for which the note is made
56. PROTEST OF BILL or NOTE, that is to say, any declaration in writing made by a Notary Public, or other person lawfully acting as such, attesting the dishonour of a bill of exchange or promissory note .....	\$1.00
57. PROTEST BY THE MASTER OF A SHIP, that is to say, any declaration of the particulars of her voyage drawn up by him with a view to the adjustment of losses or the calculation of averages, and every declaration in writing made by him against the charterers or the consignees for not loading or unloading the ship, when such declaration is attested or certified by a Notary Public or other person lawfully acting as such .....	\$1.00
58. PROXY .....	See POWERS OF ATTORNEY
59. RECEIPT for any money or other property the amount of value of which exceeds \$20 .....	10 cents

## SCHEDULE 1 — (continued)

Description of Instrument	Proper Stamp Duty
<p style="text-align: center;"><i>Exemptions:</i></p> <p>Receipt —</p> <p>(a) endorsed on or contained in any instrument duly stamped or exempted acknowledging the receipt of the consideration money therein expressed, or the receipt of any principal money, interest or annuity or other periodical payment therein secured;</p> <p>(b) for any payment of money without consideration;</p> <p>(c) given for money or securities for money deposited in the hands of any banker to be accounted for;</p> <p>(d) given by an officer of the Government for money or other property received from the Treasury:</p> <p>Provided the same be not expressed to be received of or by the hands of any other than the person to whom the same is to be accounted for; and provided that this exemption shall not extend to a receipt or acknowledgment for any sum paid or deposited for or upon a letter of allotment of a share or in respect of a call upon any scrip or share of or in any company or association or purposed or intended company or association.</p>	
60. RECONVEYANCE OF MORTGAGED PROPERTY	<i>See</i> MORTGAGE
61. RELEASE, that is to say, any instrument whereby a person releases any property or any right or interest in any property —	
(a) if on a sale .....	The same duty as a conveyance on sale
(b) if by way of security .....	The same duty as a mortgage
(c) if by way of gift .....	The same duty as a conveyance by way of gift
(d) if any other case not otherwise specially charged with duty .....	\$10.00
62. RESPONDENTIA BOND .....	<i>See</i> BOND
63. REVOCATION of any trust of any property by any writing not being a Will .....	<i>See</i> DECLARATION OF TRUST
64. (a) SETTLEMENT or AGREEMENT FOR A SETTLEMENT .....	The same duty as a mortgage for a sum equal to the amount or value of the property settled or agreed to be settled
(b) SETTLEMENT executed in pursuance of a duly stamped agreement for the same on production of such agreement to the Collector .....	\$5.00
65. ( <i>Deleted by S 42/2017</i> ).	

## SCHEDULE 1 — (continued)

Description of Instrument	Proper Stamp Duty
66. SHARE WARRANT issued under the provisions of any law for the time being in force in Brunei Darussalam for the regulation of Trading Companies and other associations or STOCK CERTIFICATE to bearer.	A duty of an amount equal to 3 times the amount of the <i>ad valorem</i> duty which would be chargeable on an instrument transferring the share or shares or stock specified in the warrant
67. SHIP or CHINCHEW'S RECEIPT .....	10 cents
68. SUBSTITUTION UNDER OR IN VIRTUE OF A POWER OF ATTORNEY .....	\$1.00
69. SURRENDER OF LEASE —	
(a) When the duty with which the lease is chargeable does not exceed \$2.00 .....	The duty with which such lease is chargeable
(b) In any other case .....	\$10.00
70. TRANSFER .....	<i>See</i> CONVEYANCE
71. VALUATION .....	<i>See</i> APPRAISEMENT
72. WARRANT FOR GOODS .....	20 cents
<i>Exemptions:</i>	
Any document or writing given by an inland carrier acknowledging the receipt of goods conveyed by such carrier;	
A weight note issued together with a duly stamped warrant and relating solely to the same goods, wares of merchandise.	

## SCHEDULE 2

(section 4(5))

INSTRUMENTS WHICH MAY BE STAMPED WITH EITHER IMPRESSED  
OR ADHESIVE STAMPS

Nature of Instrument and Reference Number thereto in Schedule 1	Person required to cancel the adhesive Stamp
1. AGREEMENT — No. 4 .....	The person by whom the instrument is first executed
2. BILL OF EXCHANGE of any kind (except a cheque or promissory note) — Nos. 14 and 15 —	
(a) when drawn or made out of Brunei Darussalam .....	The first holder in Brunei Darussalam
(b) when drawn or made in Brunei Darussalam .....	The person by whom the bill is signed
3. BILL OF LADING — No. 16 .....	The person by whom the instrument is made or executed
4. CHAPTER PARTY — No. 24 .....	The person by whom the instrument is last executed or by whose execution or by whose execution it is completed as a binding contract
5. CHEQUE — No. 25 .....	The drawer of the cheque
6. CONTRACT NOTE — No. 27 .....	The person by whom the note is executed
7. COPY or EXTRACT — No. 29 .....	The person by whom the copy or extract is signed
8. LETTER OF RENUNCIATION — No. 45 .....	The person by whom the letter is executed
9. NOTARIAL ACT — No. 49 .....	The notary
10. NOTE OF PROTEST by the master of a ship — No. 50 .....	The notary
11. POLICY OF INSURANCE when issued out of Brunei Darussalam — No. 53 .....	The first holder in Brunei Darussalam
12. POWER OF ATTORNEY for the purpose of appointing a proxy to vote at a meeting — No. 54(a) .....	The person by whom the instrument is executed
13. PROTEST OF BILL — No. 56 .....	The notary
14. PROTEST BY MASTER of a ship — No. 57 .....	The notary
15. RECEIPT — No. 59 .....	The person by whom the receipt is given
16. SHIP RECEIPT — No. 67 .....	The person by whom the receipt is given
17. WARRANT FOR GOODS — No. 72 .....	The person by whom the instrument is executed or issued

## SCHEDULE 3

(section 28)

## DUTY AND BY WHOM PAYABLE

Nature of Instrument and Reference Number thereto in Schedule 1	Person liable to pay Duty
1. BOND — Nos. 18 and 19 .....	The obligor or other person giving the security
2. CONVEYANCE — No. 28 .....	The guarantee or transferee
3. COPY or EXTRACT — No. 29 .....	The party requisitioning the same
4. EXCHANGE — No. 38 .....	The parties in equal shares
5. LEASE or AGREEMENT FOR LEASE — No. 44 — (a) Lease or agreement .....	The lessee
(b) Counterpart .....	The lessor
6. MORTGAGE — No. 48 .....	The mortgagor or obligor
7. PARTITION — No. 51 .....	The parties thereto, in proportion to their respective shares in the whole property partitioned, unless the partition is made in execution of an order made by a civil Court or arbitrator, when it shall be paid in such proportion as the Court or arbitrator directs
8. RECONVEYANCE — No. 60 .....	The transferee or assignee or the person redeeming the security