

(2) The *Constitution Act* 1934, as subsequently amended, is in this Act referred to as the Principal Act.

Deputy  
Governor's  
powers.

**2** Section eight of the Principal Act is amended—

- (a) by inserting in subsection (1), after the numerals “1920”, the words “by the letters patent bearing date the twenty-second day of February 1934, and by the letters patent bearing date the twenty-fifth day of May 1971”;
- (b) by inserting in subsection (2), after the word “State” (first occurring), the words “or during any illness of the Governor”;
- (c) by inserting in that subsection, after the word “absence” (second occurring), the words “or illness”; and
- (d) by inserting in subsection (3), after the word “State” (second occurring), the words “or during his illness”.

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## MARKETABLE SECURITIES.

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**No. 32 of 1971.**

AN ACT to make provision with respect to instruments of transfer of certain marketable securities and for matters incidental thereto and to repeal the *Marketable Securities Act* 1967.

[13 August 1971.]

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

Short title.

**1** This Act may be cited as the *Marketable Securities Act* 1971.

**2** This Act shall be deemed to have commenced on the first day of July 1971. Commence-  
ment.

**3**—(1) The *Marketable Securities Act 1967* is repealed.

Repeal and  
savings.

(2) A prescribed instrument under the *Marketable Securities Act 1967* that was duly completed before the commencement of this Act has the same effect, and may be used and dealt with, as if that Act had not been repealed.

(3) An agreement, warranty, or indemnity deemed by the *Marketable Securities Act 1967* to have been made or given by a person continues to operate and has the same effect as if that Act had not been repealed.

**4**—(1) In this Act, unless the contrary intention appears—

Interpre-  
tation.

“authorized trustee corporation” means a body corporate that, under the regulations, is an authorized trustee corporation;

“beneficial owner”, in relation to a marketable security or a right to a marketable security, means a person for whom an authorized trustee corporation is holding the security or right in trust in the ordinary course of its business;

“broker” means a person who is a member of the Hobart Stock Exchange, and includes a broker’s agent;

“broker’s agent” means an agent or employee of a person who is a broker within the meaning of a corresponding law and who is carrying on business for or on behalf of that person in the State;

“corresponding law” means a law in respect of which a declaration under subsection (2) of this section is in force, and includes regulations in force under such a law;

“marketable security” means—

- (a) a share in or a debenture of a company or prescribed corporation; or
- (b) a prescribed security;

“prescribed corporation” means—

- (a) a body corporate incorporated in the State (not being a company); or
- (b) an unincorporated society, association, or other body formed or established in the State any shares in or debentures of which are quoted on, or in respect of which permission to list has been granted by, a prescribed stock exchange,

that, under the regulations, is a prescribed corporation;

“prescribed security” means an interest to which Division V of Part IV of the *Companies Act 1962* applies that, under the regulations, is a prescribed security or that is one of a class of those interests that, under the regulations, are prescribed securities;

“prescribed stock exchange” means the Hobart Stock Exchange and includes any other stock exchange established in the State after the commencement of this Act that, under the regulations, is a prescribed stock exchange;

“right to a marketable security” means a right, whether existing or future and whether contingent or not, of a person to have a marketable security issued to him, whether or not on payment of money or for any other consideration;

“transfer”, in relation to a right to a marketable security, means the renunciation and transfer of that right.

(2) The Attorney-General may, by order, declare a law in force in another State or in a Territory of the Commonwealth the provisions of which correspond substantially with the provisions of this Act to be a corresponding law for the purposes of this Act.

(3) Subject to subsection (1) of this section and unless the contrary intention appears, words and expressions used in this Act that are defined by section five of the *Companies Act 1962* have the same respective meanings as they have in that Act.

(4) A reference in this Act to a form, quoted by a number, shall be read as a reference to the form in the schedule that is so numbered.

(5) A reference in a form in the schedule to the full name of the transferor of marketable securities or rights to marketable securities includes a reference to the name of the person shown in the records of the company or prescribed corporation that issued those securities or rights as the holder of those securities or rights.

Sufficient  
instrument  
of transfer.

**5** A document that is a sufficient instrument of transfer under this Act may be used—

- (a) where it relates to a transfer of marketable securities, as a proper instrument of transfer for the purposes of section ninety-five of the *Companies Act 1962* and as an instrument of transfer for the purposes of any other law or instrument governing or relating to those securities; and
- (b) where it relates to a transfer of rights to marketable securities, as an instrument of transfer of those rights for the purposes of any law or instrument governing or relating to those rights or securities.

Transfers of  
marketable  
securities.

**6**—(1) A document is a sufficient instrument of transfer of marketable securities if—

- (a) it is an instrument relating to those marketable securities duly completed in accordance with—
  - (i) form 1;

- (ii) Part 1 of form 1 and Parts 1 and 2 of form 2;  
or
- (iii) Part 1 of form 1 and Parts 1 and 2 of form 3;  
and

(b) where the document relates to marketable securities on which there is an uncalled liability (not being marketable securities that are partly paid shares in a no-liability company), the transferee's acceptance of the marketable securities duly completed in accordance with form 4 is included in or attached to the instrument referred to in paragraph (a) of this subsection.

(2) A document is a sufficient instrument of transfer of rights to marketable securities if—

- (a) it is an instrument relating to those rights duly completed in accordance with—
  - (i) form 5;
  - (ii) Part 1 of form 5 and Parts 1 and 2 of form 5;  
or
  - (iii) Part 1 of form 5 and Parts 1 and 2 of form 7;  
and

(b) where the document relates to rights to marketable securities (not being marketable securities that are shares in a no-liability company) for which the whole of the moneys to be subscribed is not payable in full on application being made for them, the transferee's acceptance of the securities duly completed in accordance with form 4 is included in or attached to the instrument referred to in paragraph (a) of this subsection.

(3) For the purposes of this section, an instrument is not duly completed in accordance with form 1, form 2, form 3, form 5, form 6, or form 7 or a part of one of those forms unless—

- (a) where the form or part refers to the name and address of the transferee, the instrument purports to state that name and address;
- (b) where the form or part refers to the stamp of the transferor's broker, the instrument bears a stamp which purports to be such a stamp;
- (c) where the form or part refers to the stamp of the transferee's broker, the instrument bears a stamp which purports to be such a stamp; and
- (d) where the form or part refers to a stock exchange stamp, the instrument bears a stamp that purports to be a stamp of a prescribed stock exchange or of a prescribed stock exchange under a corresponding law.

**7**—(1) In respect of the transfer of marketable securities by an authorized trustee corporation to the beneficial owner of those marketable securities, being a transfer that is not made by way of a Transfers by authorized trustee corporations.

sale, gift, or exchange of the marketable securities, a document is a sufficient instrument of transfer if—

- (a) it is an instrument relating to those marketable securities, duly completed in accordance with form 8; and
- (b) where the document relates to marketable securities on which there is an uncalled liability (not being marketable securities that are partly paid shares in a no-liability company), the transferee's acceptance of the marketable securities duly completed in accordance with form 9 is included in or attached to the instrument referred to in paragraph (a) of this subsection.

(2) In respect of the transfer of rights to marketable securities by an authorized trustee corporation in favour of the beneficial owner of those rights, being a transfer that is not made by way of a sale, gift, or exchange of the rights, a document is a sufficient instrument of transfer if—

- (a) it is an instrument relating to those rights duly completed in accordance with form 10; and
- (b) where the document relates to rights to marketable securities (not being marketable securities that are shares in a no-liability company) for which the whole of the moneys to be subscribed is not payable in full on application being made for them, the transferee's acceptance of the rights duly completed in accordance with form 11 is included in or attached to the instrument referred to in paragraph (a) of this subsection.

Execution of  
transfer by  
transferee.

**8**—(1) Where marketable securities in a company or prescribed corporation are transferred by means of a sufficient instrument of transfer under this Act, the transferee shall be deemed to have agreed at the relevant time to accept the marketable securities subject to the several terms and conditions on which the transferor held them at that time, being the terms and conditions applicable as between the company or prescribed corporation and the holder for the time being of the marketable securities.

(2) Where rights to marketable securities in a company or prescribed corporation, for which the whole of the moneys to be subscribed is payable in full on application being made for them, are transferred by means of a sufficient instrument of transfer under this Act, the transferee shall be deemed—

- (a) to have made application at the relevant time to the company or prescribed corporation for the allotment to him of the marketable securities; and
- (b) to have agreed at the relevant time to accept the marketable securities subject to the terms and conditions upon which they are offered by the company or prescribed corporation for subscription.

(3) Where marketable securities that are shares in a company or prescribed corporation are transferred by means of a sufficient instrument of transfer under this Act, the transferee shall be deemed to have agreed at the relevant time—

- (a) to become a member of the company or prescribed corporation; and
- (b) to be bound by the memorandum and articles or by the constitution of the company or prescribed corporation.

(4) In this section, “the relevant time” means—

- (a) in relation to a sufficient instrument of transfer under section five, the time of the affixing of a stamp that purports to be that of the transferee’s broker; and
- (b) in relation to a sufficient instrument of transfer under section six, the time of execution by the transferor.

**9**—(1) Where a duly completed instrument of transfer bears a stamp that purports to be that of the transferor’s broker or of a prescribed stock exchange, or of a prescribed stock exchange under a corresponding law and to have been affixed in the State, the broker (not being a broker’s agent) or stock exchange whose stamp that stamp purports to be and, if the stamp purports to be that of the transferor’s broker (whether or not he is a broker’s agent), any associate of that broker—

Effect of stamp of transferor’s broker on prescribed instrument.

- (a) shall be deemed to have warranted the accuracy of the statements in his or its certificate set out in the instrument;
- (b) shall be deemed to have warranted that the transferor is the registered holder of, or is entitled to be registered as the holder of, the marketable securities to which the instrument relates, or is entitled to the rights to marketable securities to which the instrument relates, and is legally entitled or authorized to sell or dispose of those marketable securities or rights; and
- (c) is liable to indemnify—

- (i) the company, prescribed corporation, foreign company, or prescribed corporation under the corresponding law that has issued or proposes to issue the marketable securities or rights to marketable securities to which the instrument relates;
- (ii) the transferee; and
- (iii) the transferee’s broker, against any loss or damage arising from a forged or unauthorized signature of the transferor appearing in the instrument.

(2) Without limiting the operation of subsection (1) of this section, where a duly completed instrument of transfer, bearing a stamp that purports to be that of the transferor’s broker and to have been affixed in the State, relates to marketable securities or rights to

marketable securities to which or to any of which a duly completed instrument of transfer, that bears a stamp that purports to be that of a prescribed stock exchange or a prescribed stock exchange under a corresponding law, the broker (not being a broker's agent) whose stamp that first-mentioned stamp purports to be and (whether or not that broker is a broker's agent) any associate of that broker are liable to indemnify that stock exchange against any loss or damage arising from a forged or unauthorized signature of the transferor appearing in the instrument.

(3) A reference in subsection (1) or subsection (2) of this section—

(a) to a duly completed instrument of transfer is a reference to an instrument—

(i) that is in accordance with Part I of form 1, Part I of form 2, Part I of form 3, Part I of form 5, Part I of form 6, or Part I of form 7 and that has been duly completed within the meaning of section five; or

(ii) that is in accordance with a like part of a like form under a corresponding law and that has been duly completed within the meaning of the provision of that corresponding law that corresponds to section five; and

(b) to an associate of a broker is a reference—

(i) where the broker whose stamp the stamp on the instrument purports to be is a member of a firm of brokers and is not a broker's agent, to each other member of that firm; and

(ii) where the broker, whose stamp the stamp on the instrument purports to be is a broker's agent, to the broker for whom he is a broker's agent and, if the broker for whom he is a broker's agent is a member of a firm of brokers, to each other member of that firm.

(4) In this section—

“marketable security”, in relation to a duly completed instrument of transfer under a corresponding law, means a marketable security within the meaning of that law;

“right to a marketable security”, in relation to a duly completed instrument of transfer under a corresponding law, means a right to a marketable security within the meaning of that law.

Registration  
by company  
of prescribed  
instrument.

**10**—(1) A company or prescribed corporation with which a sufficient instrument of transfer under section five is lodged for the purpose of registering a transfer of marketable securities or obtaining the allotment of marketable securities is, and its officers are, in the absence of knowledge to the contrary, entitled to assume without inquiry—

(a) that a stamp on the instrument that purports to be the stamp of the transferee's broker is the stamp of that broker;

- (b) that a stamp on the instrument that purports to be the stamp of the transferor's broker is the stamp of that broker; and
- (c) that a stamp on the instrument that purports to be the stamp of a prescribed stock exchange or a prescribed stock exchange under a corresponding law is the stamp of that stock exchange.

(2) A company or prescribed corporation with which a sufficient instrument of transfer under section six is lodged for the purpose of registering a transfer of marketable securities or obtaining the allotment of marketable securities is, and its officers are, in the absence of knowledge to the contrary, entitled to assume without inquiry that—

- (a) at the time of the execution of the instrument, the authorized trustee corporation named in the instrument was holding the marketable securities or the rights to the marketable securities in the ordinary course of its business in trust for or on behalf of the transferee; and
- (b) the transfer was not made by way of a sale, gift, or exchange of the marketable securities or rights.

**11**—(1) This Act applies and has effect in relation to the transfer of marketable securities and to the transfer of rights to marketable securities notwithstanding anything to the contrary in any other enactment or in any instrument relating to the transfer of the securities or the transfer of the rights. Operation of this Act.

(2) Except as provided in this Act, nothing in this Act affects the terms and conditions on which marketable securities or rights to marketable securities are sold.

(3) Nothing in this Act affects any right of a company or prescribed corporation to refuse to acknowledge or register a person as the holder of marketable securities or to allot marketable securities to a person on any ground other than an objection to the form of an instrument lodged with the company or prescribed corporation relating to the transfer of the marketable securities or of rights to the marketable securities.

(4) The registration of a transfer of a marketable security or the allotment of a marketable security pursuant to a sufficient instrument of transfer under this Act does not constitute a breach of a provision of any memorandum or articles or of a trust deed or other instrument or an enactment that relates to marketable securities.

(5) Nothing in this Act prevents or affects the use of any other form of transfer of marketable securities or form of transfer of rights to marketable securities, as the case may be, or mode of execution of an instrument of transfer of marketable securities or mode of execution of an instrument of transfer of rights to marketable securities that is otherwise permitted by law.

(6) A transfer of marketable securities or of rights to marketable securities by or to a trustee or personal representative may, notwithstanding any law or the provisions of the instrument, if any, creating



or having effect in relation to the trust or will under which he is appointed trustee or personal representative be effected by means of a sufficient instrument of transfer under this Act.

Omission from register of certain matters.

**12** The omission from a register, certificate, or other document relating to marketable securities of a statement of the occupation of the person who is, or is entitled to be, registered as the holder of the marketable securities does not constitute a breach of a provision of any memorandum or articles or of a trust deed or other instrument or enactment that relates to the marketable securities.

Transfers, whether or not prescribed instruments, need not include certain matters.

**13** Notwithstanding anything in the memorandum or articles of a company or prescribed corporation or in the terms or conditions on which marketable securities or rights to marketable securities in a company or prescribed corporation are created or issued, it is not necessary, in an instrument of transfer of marketable securities or of rights to marketable securities, to state the occupation of the transferee or transferor or to have the signature of the transferee or transferor witnessed.

Offences.

**14**—(1) No broker shall, in the State, affix a broker's stamp to an instrument that may be used as a sufficient instrument of transfer under this Act or under a corresponding law unless the instrument relates to a sale or purchase made in the ordinary course of business of the broker for a consideration of not less than the unencumbered market value (at the time of the sale or purchase) of the marketable securities or rights to marketable securities to which the instrument relates.

Penalty: One thousand dollars.

(2) No prescribed stock exchange or prescribed stock exchange under a corresponding law shall, in the State, affix a stock exchange stamp to an instrument that may be used as a sufficient instrument of transfer under this Act or under a corresponding law unless—

- (a) there has been lodged; or
- (b) the stock exchange holds a duly completed instrument of transfer bearing a certificate that purports to be that of the transferor's broker that there has been or will be lodged,

with the company or prescribed corporation that has issued or proposes to issue the marketable securities or rights to marketable securities to which that first-mentioned instrument relates a duly completed instrument of transfer, being Part I of form 1, relating to those marketable securities or rights.

Penalty: One thousand dollars.

(3) No authorized trustee corporation shall, in the State, execute an instrument that may be used as a sufficient instrument of transfer under section six or under a like provision of a corresponding law if the instrument relates to a transfer of marketable securities or of rights to marketable securities—

- (a) made by way of a sale, gift, or exchange of the marketable securities or rights; or

(b) to or in favour of a person who is not the beneficial owner of the marketable securities or rights.

Penalty: One thousand dollars.

(4) No person other than an authorized trustee corporation shall, in the State, knowingly cause, authorize, or permit to be executed an instrument that may be used as a sufficient instrument of transfer under section six or under a like provision of a corresponding law if it is not a sufficient instrument of transfer within the meaning of that section or provision as the case may be.

Penalty: One thousand dollars.

(5) No person shall knowingly lodge or cause to be lodged with a company or prescribed corporation an instrument to which a stamp has been affixed in contravention of subsection (1) or subsection (2) of this section, or that has been executed in contravention of subsection (3) of this section, for the purpose of securing the registration of the transfer of marketable securities or the allotment of marketable securities to the transferee named therein.

Penalty: One thousand dollars.

(6) In this section—

“beneficial owner”, in relation to a sufficient instrument of transfer under a corresponding law, means a beneficial owner within the meaning of that law;

“duly completed instrument of transfer” has the same meaning as it has in section eight;

“marketable security”, in relation to a duly completed instrument of transfer under a corresponding law, means a marketable security within the meaning of that law;

“right to a marketable security”, in relation to a duly completed instrument of transfer under a corresponding law, means a right to a marketable security within the meaning of that law.

**15**—(1) The Governor may make regulations for or with respect Regulations.  
to—

- (a) prescribing bodies corporate as authorized trustee corporations;
- (b) prescribing interests to which or interests of a class to which Division V of Part IV of the *Companies Act* 1962 applies as prescribed securities;
- (c) prescribing stock exchanges in the State as prescribed stock exchanges; and
- (d) prescribing penalties, not exceeding two hundred dollars, for a breach of or non-compliance with a provision of the regulations.

(2) The regulations shall not prescribe a body corporate as an authorized trustee corporation unless it is a body corporate that, in the opinion of the Attorney-General, holds in the ordinary course of its business marketable securities for or on behalf of another person.

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THE SCHEDULE.

FORM 1.

SECURITY TRANSFER FORM.	MARKING STAMP.										
<p>Full name of company or prescribed corporation .....</p> <p>Description of securities .....</p> <p>Quantity .....</p> <p>Transfer identification number .....</p> <p>Full name(s) of transferor(s) .....</p>	<p style="text-align:center;">PART 1—</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:30%;">Class.</th> <th style="width:40%;">If not fully paid, paid to</th> <th style="width:30%;">Register</th> </tr> <tr> <td style="vertical-align: top;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:50%;">Words</th> <th style="width:50%;">Figures</th> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> </table> </td> <td colspan="2" style="vertical-align: top;"> <p>Transferor's broker hereby certifies—</p> <p>(i) as to the validity of documents; and</p> <p>(ii) that stamp duty (if payable) has been or will be paid.</p> <p>(Transferor's broker's stamp).</p> <p>Affixed at .....</p> <p>on .....</p> <p style="text-align:center;">(Place and date of affixing stamp.)</p> </td> </tr> </table>	Class.	If not fully paid, paid to	Register	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:50%;">Words</th> <th style="width:50%;">Figures</th> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> </table>	Words	Figures			<p>Transferor's broker hereby certifies—</p> <p>(i) as to the validity of documents; and</p> <p>(ii) that stamp duty (if payable) has been or will be paid.</p> <p>(Transferor's broker's stamp).</p> <p>Affixed at .....</p> <p>on .....</p> <p style="text-align:center;">(Place and date of affixing stamp.)</p>	
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Words	Figures										
<p>* I (or We) hereby transfer the above securities to the transferee(s) named in Part 2 hereof or to the several transferees named in Part 2 of Broker's transfer form(s) or Split transfer form(s) relating to the above securities.</p> <p>* I (or We) have no notice of revocation of the power of attorney under which this transfer is signed.</p> <p>Transferor(s) sign here .....</p> <p>Dates signed .....</p> <p style="text-align:center;">( )</p>											
<p>Full name(s) and address(es) of transferee(s) .....</p>	<p style="text-align:center;">PART 2—</p> <p>Transferee's broker hereby certifies—</p> <p>(i) that the securities set out in Part 1 above, having been purchased in the ordinary course of business, are to be registered in the name(s) of the transferee(s) named in this Part; and</p> <p>(ii) that stamp duty (if payable) has been or will be paid,</p> <p>and hereby requests that such entries be made in the register as are necessary to give effect to this transfer.</p> <p>(Transferee's broker's stamp).</p> <p>Date of affixing stamp.</p>										

\* Delete if not applicable.

FORM 2.

BROKER'S TRANSFER FORM.	MARKING STAMP.	
Full name of company or prescribed corporation .....	PART 1—	
Description of securities..	Class.    If not fully paid, paid to	Register
Quantity .....	Words	Figures
Transfer identification number .....		Transferor's broker hereby certifies— (i) that the security transfer form relating to the securities set out above has been or will be lodged at the company's or corporation's office; and (ii) that stamp duty (if payable) has been or will be paid. (Transferor's broker's stamp).
Full name(s) of transferor(s) .....		Affixed at..... on..... (Place and date of affixing stamp.)
Full name(s) and address(es) of transferee(s) .....	PART 2—	
Full name(s) and address(es) of transferee(s) .....		Transferee's broker hereby certifies— (i) that the securities set out in Part I above, having been purchased in the ordinary course of business, are to be registered in the name(s) of the transferee(s) named in this Part; and (ii) that stamp duty (if payable) has been or will be paid, and hereby requests that such entries be made in the register as are necessary to give effect to this transfer. (Transferee's broker's stamp). Date of affixing stamp

FORM 3.

SPLIT TRANSFER FORM.	MARKING STAMP.			
<p>Full name of company or prescribed corporation .....</p>	<p><b>PART 1—</b></p>			
<p>Description of securities..</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Class.</th> <th style="width: 40%;">If not fully paid, paid to</th> <th style="width: 30%;">Register</th> </tr> </table>	Class.	If not fully paid, paid to	Register
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Words	Figures			
<p>Transfer identification number .....</p>	<p>The..... Stock Exchange hereby certifies that the Security transfer form or the Broker's transfer form, or the Split transfer form, relating to the securities set out above has been or will be lodged at the company's or corporation's office.</p>			
<p>Full name(s) of transferor(s) .....</p>	<p>(Stock exchange stamp)</p> <p>Affixed at .....</p> <p>on .....</p> <p>(place and date of affixing stamp)</p>			
<p>Full name(s) and address(es) of transferee(s) .....</p>	<p><b>PART 2</b></p>			
<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>Transferee's broker hereby certifies:—</p> <p>(i) that the securities set out in Part 1 above having been purchased in the ordinary course of business are to be registered in the name(s) of the transferee(s) named in this Part; and</p> <p>(ii) that stamp duty (if payable) has been or will be paid,</p> <p>and hereby requests that such entries be made in the register as are necessary to give effect to this transfer.</p> <p>(Transferee's broker's stamp).</p> <p>Date of affixing stamp</p>			

FORM 4.

TRANSFeree'S ACCEPTANCE.

For completion—

- (a) by transferee(s) of securities with an uncalled liability (not being partly paid shares in a no-liability company); or
- (b) by transferee(s) of rights where the whole of the moneys to be subscribed for marketable securities to which the rights relate is not payable in full on application and the securities are not shares in a no-liability company.

To.....  
(Name of company or prescribed corporation the securities of which are involved).

\* I (or We).....

of.....

being the transferee(s) of.....  
(Quantity and description of securities or rights).

in the above-named company or corporation, comprised in the.....  
(Number).

instrument(s) of transfer (or renunciation and transfer) attached in respect of which there is an uncalled liability of.....per security (after payment of application moneys, if any), and being the person(s) named as transferee(s) in the Security transfer form or Broker's transfer form or Split transfer form (or Security renunciation and transfer form or Broker's renunciation and transfer form or the Renunciation and split transfer form) relating to those securities (or rights), and having attained the age of twenty-one years, HEREBY AGREE—

(a) to accept those securities subject to the several terms and conditions upon which—

\* the transferor(s) held them at the time of the transfer thereof by the transferor(s) to me (or us).

\* the securities were offered by the company or corporation for subscription; and

(b) to become a member (or members) of the company or corporation and to be bound by the memorandum and articles or by the constitution of the company or corporation upon being registered as the holder(s) of the securities.

\* I (or We) have no notice of revocation of the power of attorney under which this instrument is signed.

Signature(s) of transferee(s).....

Dated the .....day of.....19.....

\* Delete if not applicable.

FORM 5.

SECURITY RENUNCIATION AND TRANSFER FORM.		MARKING STAMP.
PART 1—		
Full name of company or prescribed corporation .....		
Description of rights .....	Register	
Quantity .....	Words      Figures	Transferor's broker hereby certifies— (i) as to the validity of documents; and (ii) that stamp duty (if payable) has been or will be paid.  (Transferor's broker's stamp).
Transfer identification number .....		
Full name(s) of transferor(s) .....	Affixed at..... on..... (Place and date of affixing stamp).	
.....		

\* I (or We) hereby renounce and transfer the above rights in favour of the transferee(s) named in Part 2 hereof or to the several transferee(s) named in Part 2 of the Broker's renunciation and transfer form(s) or the Renunciation and split transfer form(s) relating to the above rights.

\* I (or We) have no notice of revocation of the power of attorney under which this renunciation and transfer is signed.

Transferor(s) sign here.....		
Date signed .....	/      /	
PART 2—		
Full name(s) and address(es) of transferee(s) .....	}	Transferee's broker hereby certifies— (i) that the rights set out in Part 1 above, having been purchased in the ordinary course of business, the marketable securities to which the rights relate are to be allotted to the transferee(s) named in this Part; and (ii) that stamp duty (if payable) has been or will be paid, and hereby requests that the marketable securities be allotted by the company or corporation to the transferee(s) and such entries be made in the register as are necessary to give effect to this renunciation and transfer.  (Transferee's broker's stamp).
.....		
		Date of affixing stamp

\* Delete if not applicable.

FORM 6.

BROKER'S RENUNCIATION AND TRANSFER FORM.	MARKING STAMP.
<b>PART 1—</b>	
Full name of company or prescribed corporation .....	
Description of rights .....	<b>Register</b>
Quantity .....	Words      Figures
Transfer identification number .....	Transferor's broker hereby certifies— (i) that the security renunciation and transfer form relating to the rights set out above has been or will be lodged at the company's or corporation's office; and (ii) that stamp duty (if payable) has been or will be paid.  (Transferor's broker's stamp).  Affixed at..... on..... (Place and date of affixing stamp).
Full name(s) of transferor(s) .....	
.....	
.....	
<b>PART 2—</b>	
Full name(s) and address(es) of transferee(s) .....	Transferee's broker hereby certifies— (i) that the rights set out in Part 1 above, having been purchased in the ordinary course of business, the marketable securities to which the rights relate are to be allotted to the transferee(s) named in this Part; and (ii) that stamp duty (if payable) has been or will be paid, and hereby requests that the marketable securities be allotted by the company or corporation to the transferee(s) and such entries be made in the register as are necessary to give effect to this renunciation and transfer.  (Transferee's broker's stamp).
.....	
.....	
.....	
Date of affixing stamp	



FORM 7.

RENUNCIATION AND SPLIT TRANSFER FORM.		MARKING STAMP.
Full name of company or prescribed corporation .....		<p align="center"><b>PART 1—</b></p> <p align="center">Register</p> <p>The..... Stock Exchange hereby certifies that the Security renunciation and transfer form or the Broker's renunciation and transfer form, or the Renunciation and split transfer form, relating to the rights set out above has been or will be lodged at the company's or corporation's office. (Stock exchange stamp)</p> <p>Affixed at ..... on ..... (place and date of affixing stamp)</p>
Description of rights ....		
Quantity .....	Words    Figures	
Transfer identification number .....		
Full name(s) of transferor(s) .....	..... ..... .....	
Full name(s) and address(es) of transferee(s) } .....		<p>Transferee's broker hereby certifies:—</p> <p>(i) that the rights set out in Part 1 above, having been purchased in the ordinary course of business, the marketable securities to which the rights relate are to be allotted to the transferee(s) named in this Part; and</p> <p>(ii) that stamp duty (if payable) has been or will be paid,</p> <p>and hereby requests that the marketable securities be allotted by the company or corporation to the transferee(s) and such entries be made in the register as are necessary to give effect to this renunciation and transfer. (Transferee's broker's stamp).</p>
} .....		
} .....		
} .....		
} .....		
		Date of affixing stamp

FORM 8.

TRUSTEE TRANSFER FORM.		MARKING STAMP.
Full name of company or prescribed corporation .....	PART 1—	
Description of securities..	Class if not fully paid paid to	Register
Quantity .....	Words Figures	
Transfer identification number where appropriate .....		
Full name of transferor (Authorized trustee corporation) .....		
Full name(s) and address(es) of transferee(s) .....	PART 2—	
	Transferor hereby certifies that the securities set out in Part 1 above are to be registered in the name(s) of the transferee(s) named in this Part being the person(s) for or on whose behalf the transferor held them in the ordinary course of business immediately before the execution of this transfer, and hereby requests that such entries be made in the register as are necessary to give effect to this transfer.	

The transferor, being an authorized trustee corporation, hereby transfers the above securities out of the name in Part 1 hereof to the transferee(s) named in Part 2 hereof.

Execution by the transferor.

Date of execution.....19.....

FORM 9.

TRANSFeree'S ACCEPTANCE.

For completion—

by transferee(s) of securities with an uncalled liability (not being partly paid shares in a no-liability company) where the securities are transferred by an authorized trustee corporation to the person(s) for or on whose behalf it held them in the ordinary course of its business immediately before the execution of this transfer.

To.....  
(Name of company or prescribed corporation the securities of which are involved).

I (or We).....

of.....

being the transferee(s) of.....  
(Quantity and description of securities).

(comprised in the.....instrument(s) of transfer attached) each  
(Number.)

paid to.....in the abovenamed company or corporation and being the person(s) named as the transferee(s) in the trustee transfer form relating to those securities and having attained the age of twenty-one years HEREBY AGREES to accept those securities subject to the several terms and conditions on which the transferor held them at the time of the transfer of the said securities by the transferor to me (or us) and further agree to become a member (or members) of the company or corporation and to be bound by the memorandum and articles or by the constitution of the company or corporation upon being registered as the holder(s) of the securities.

Signature of transferee(s).....

Dated the .....day of.....19.....

FORM 10.

TRUSTEE RENUNCIATION AND TRANSFER FORM.		
Full name of company or prescribed corporation .....	PART 1—	
Description of rights .....		Register
Quantity .....	Words      Figures	
Transfer identification number where appropriate .....		
Full name of transferor (Authorized trustee corporation) .....		
Full name(s) and address(es) of transferee(s) .....	PART 2—	
	} .....	
	} .....	
	} .....	
	} State.....	
Transferor hereby certifies that the rights set out in Part 1 above, having been transferred to the person(s) for or on whose behalf the transferor held them in the ordinary course of business immediately before the transfer, the marketable securities to which the rights relate are to be allotted to the transferee(s) named in this Part and hereby requests that the marketable securities be allotted by the company or corporation to the transferee(s) and such entries be made in the register as are necessary to give effect to this renunciation and transfer.		

The transferor being an authorized trustee corporation hereby renounces and transfers the above rights in favour of the transferee(s) named in Part 2 hereof.

Execution of the transferor.

Date of execution.....19.....

FORM 11.

TRANSFEREE'S ACCEPTANCE.

For completion—

by persons to whom rights are transferred by an authorized trustee corporation where the whole of the moneys to be subscribed for marketable securities to which rights relate is not payable in full on application and the securities are not shares in a no-liability company and the rights were held for or on behalf of the person(s) by the authorized trustee corporation.

To.....  
(Name of company or prescribed corporation the securities of which are involved).

I (or We).....  
.....

of.....

being the transferee(s) of.....  
(Quantity and description of securities or rights).

(comprised in the.....instrument(s) of renunciation and transfer attached)  
(Number).

to marketable securities in respect of which there is an uncalled liability of.....per unit (after the payment of application moneys, if any) and being the person(s) named as transferee(s) in the Trustee renunciation and transfer form and having attained the age of twenty-one years HEREBY AGREE to accept the marketable securities to which the rights relate subject to the several terms and conditions upon which the marketable securities were offered by the company or corporation for subscription and I (or we) HEREBY AGREE to become a member (or members) of the company or corporation and to be bound by the memorandum and articles or by the constitution of the company or corporation upon being registered as the holder(s) of the marketable securities.

Signature(s) of transferee(s).....

Dated the.....day of.....19.....

AMBULANCE.

No. 33 of 1971.

AN ACT to amend the *Ambulance Act* 1959.

[24 August 1971.]

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

Short title and citation.

1—(1) This Act may be cited as the *Ambulance Act* 1971.

(2) The *Ambulance Act* 1959, as subsequently amended, is in this Act referred to as the Principal Act.