



**THE RURAL HOUSING REGULATIONS 1939.**

GALWAY, Governor-General.

ORDER IN COUNCIL.

At the Government Buildings at Wellington, this 29th day of  
November, 1939.

Present :

THE HON. W. NASH PRESIDING IN COUNCIL.

PURSUANT to the Rural Housing Act, 1939 (hereinafter called the said Act), His Excellency the Governor-General, acting by and with the advice and consent of the Executive Council, doth hereby make the following regulations.

REGULATIONS.

1. (1) These regulations may be cited as the Rural Housing Regulations 1939.

(2) These regulations shall come into force on the day of the notification in the *Gazette* of the making thereof.\*

2. Every application for an advance under the said Act shall be in the form in the First Schedule hereto or to the effect thereof. With the application the farmer shall furnish the Council with a statement of receipts and payments and of assets and liabilities.

3. Every notice required under section 4 of the said Act to be served on any lessor or mortgagee shall be in the form in the Second Schedule hereto or to the effect thereof.

4. Every farmer who receives an advance under the said Act shall execute with the local authority from whom such advance is obtained an agreement in the form set out in the Third Schedule hereto or to the effect thereof.

5. In every such agreement there shall be implied the covenants set out in the ~~Fourth Schedule to the Land Transfer Act, 1915, except clauses 7 and 8,~~ with this modification, that the word " farmer " shall be substituted for the word " mortgagor " and the word " Council " for the word " mortgagee " and the word " agreement " for the word " mortgage " wherever the said words occur in the said Fourth Schedule, and with the further modification that the obligation of the Council on payment by the farmer of all moneys due under the agreement shall be to hand to the farmer a Release of Registered Statutory Land Charge in the form set out in the Schedule to the Statutory Land Charges Registration Act, 1928, duly executed by the Council.

\* See end note.

6. Repayment of advances made under the said Act shall be made by half-yearly instalments extending over such period as may be required by the State Advances Corporation of New Zealand, being a period of fifteen years, twenty years, or twenty-five years. Every instalment shall consist partly of principal and partly of interest calculated at the rate of £3 10s. per centum per annum, and shall be calculated in accordance with a table set out in the Fourth Schedule hereto.

7. (1) Any notice required or authorized by the said Act to be served on any person shall be delivered to that person, and may be delivered to him either personally or by posting it by registered letter addressed to that person at his last known place of abode or business in New Zealand. A notice so posted shall be deemed to have been served at the time when the registered letter would in the ordinary course of post be delivered.

(2) If the person is absent from New Zealand, the notice may be delivered as aforesaid to his agent in New Zealand. If he is deceased, the notice may be delivered as aforesaid to his personal representative.

(3) If the person is not known, or is absent from New Zealand and has no known agent in New Zealand, or is deceased and has no personal representative, the notice shall be delivered in such manner as may be directed by an order of the Court.

(4) Notwithstanding anything in the foregoing provisions of this clause, the Court may in any case make an order directing the manner in which any notice is to be delivered, or dispensing with the delivery thereof.

(5) This clause does not apply to notices served in proceedings in the Court.

SCHEDULES.

FIRST SCHEDULE.

Rural Housing Act, 1939.

APPLICATION FOR LOAN.

To the County Clerk,  
 ..... County Council,  
 .....

I, ....., of ....., being the owner of Section ....., Block ....., ..... Survey District, Area, ..... acres ..... roods ..... perches, Freehold/Leasehold, hereby apply for a loan of £ ..... under the Rural Housing Act, 1939. Full particulars of my position and the purpose of the loan are submitted hereunder, together with plans and specifications:—

1. Number of Applicant's Dependants, giving Ages and Sex.	Number of Employees, and whether Married or Single.	Is additional labour required, if so, state whether married or single accommodation desired.

2. Give particulars of present dwelling and other living accommodation : Number of rooms and general condition						
3. What additional accommodation will be provided by proposed loan expenditure						
4. If an estimate of cost or tenders have been obtained, give details						
5. Has any effort been made to finance the proposal with the existing mortgagees or otherwise						
6. Do you anticipate that your mortgagees will object to an advance being made under the Rural Housing Act, 1939 ?						
7. If land is leasehold— (a) What is class of lease ? State term (b) From whom is it leased ? .. (c) When did the lease commence ? (d) What is annual rental ? .. (e) Is rent paid up to date ? ..						
8. Particulars of existing mortgages on the land—	Amount of Principal owing.	Is Interest paid up to Date.	If not, state up to what Date.	Rate of Interest.	Maturity Date.	Name and Address of Mortgagee.
First ..						
Second ..						
Third ..						
Total     £						
	(a)	(b)	(c)	(d)	(e)	
9. Names of rating authorities : .....	County Rates.	Borough Rates.	Drainage Rates.	Electric-power Board Charges.	Other Charges.	
What are the annual amounts of ..	.....	.....	.....	.....	.....	
State arrears, if any .....	.....	.....	.....	.....	.....	
10. (a) State stock which property winters :—						
Sheep.	Station Cattle.	Dairy Cattle.	Horses.	Pigs.		
..... Breeding-ewes.	..... breeding-cows.	..... milking-cows.	..... working-horses.	..... breeding-sows.		
..... hoggets.	..... other female cattle.	..... other	..... hacks.	..... other.		
..... wethers.	..... male cattle.		..... pack-horses.			
..... other.	State average lambing percentage (calculated on ewes bred to ram) : .....					
(b) Can the above stock be wintered without top-dressing or crop ? .....						
(c) Does this represent the full carrying-capacity ? ..... If not, what additional stock could be wintered, and what must be done to bring land to this capacity ? .....						

STATUTORY DECLARATION.

(NOTE.—If applicant is married, this declaration should be made by the husband and wife.)

I/WE [Name in full], of [Address in full], [Nature of occupation], do (jointly and severally) solemnly and sincerely declare that my/our answers to questions contained in the foregoing are to the best of my/our knowledge true and correct in every particular ; and I/we make this solemn declaration conscientiously believing the same to be true, and by virtue of the Justices of the Peace Act, 1927.

Declared at ..... this ..... day }  
of ..... 19.... before me— } .....

Exempt from Stamp Duty.

Justice of the Peace }  
or Solicitor of the Supreme Court. } Signature of Declarant(s).

SECOND SCHEDULE.

Under the Rural Housing Act, 1939.

To [Lessor or mortgagee].

THE [Name of county or other local body] Council hereby gives you notice that [Name and address of farmer] has made application to the above Council for an advance under the provisions of the Rural Housing Act, 1939, for the purpose of [erecting, adding to, repairing an existing dwelling, adapting existing premises as a dwelling] on his farm described as [description of the land as set out in the application].

Dated at ..... this ..... day of ..... 19..

Clerk.

Section 4 of the Rural Housing Act, 1939, is as follows:—

“ 4. Before making any advance under this Act the Council shall give notice of the application to the lessor if the land is leasehold and to every registered mortgagee of the land, and the Council shall not make the advance if the lessor or any mortgagee, within thirty days of the giving of the notice to him or within such further period as may be prescribed, objects to the making of the advance.”

THIRD SCHEDULE.

AN AGREEMENT made the ..... day of ..... one thousand nine hundred and ..... Between [Name of local authority] (hereinafter called “ the Council ”) of the one part and [Name address and occupation of farmer] (hereinafter referred to as “ the farmer ”) of the other part WHEREAS the farmer is the owner of the farm lands described in the Schedule hereto and has made application to the Council for a loan under the provisions of the Rural Housing Act, 1939 NOW THEREFORE it is mutually agreed as follows:—

1. The advance to be made by the Council is the sum of £.....

2. The amount of the advance may, at the discretion of the Council, be made by progress payments corresponding in amount to the value of the work from time to time effected.

3. The farmer will if he has not already done so forthwith commence and with all reasonable diligence complete the work in a proper and workmanlike manner in accordance with plans and specifications forwarded to the Council with his application, or as modified by the requirements of the Council, and shall permit the Council to retain such portion of the advance as it may deem expedient pending completion of the work to the satisfaction of the Council, and the farmer shall not in the meantime further encumber the said lands or permit any lien or other charge to be registered against or affect the said lands.

4. The amount of the advance, together with a sum equal to one-half per centum of the amount advanced to cover the cost of supervision by the Council shall be a charge upon the said lands, and shall be repaid by the farmer to the Council by ..... half-yearly instalments of £..... each calculated according to a prescribed table, the first instalment being payable six months after the first payment in respect of the loan is made.

5. The farmer or other owner for the time being of the said lands may on the due date for payment of any half-yearly instalment at the same time pay the amount of the principal portion of one or more next succeeding instalments, and in the case of each instalment of principal which is wholly satisfied and on which no interest has actually begun to accrue the corresponding instalment of interest shall not be payable and the term of the advance shall be shortened by as many half years as half-yearly instalments of principal are so paid.

6. There shall be implied in this Agreement the covenants set out in the ~~Fourth Schedule to the Land Transfer Act, 1915, except clauses 7 and 8 thereof~~ with this modification that the word "farmer" shall be substituted for the word "mortgagor", the word "Council" for the word "mortgagee" and the words "this Agreement" for the word "mortgage" wherever the said words occur in the said Schedule, and with the further modification that the obligations of the Council on payment by the farmer of all moneys due under this Agreement shall be to hand to the farmer a Release of Registered Statutory Land Charge in the form set out in the Schedule to the Statutory Land Charges Registration Act, 1928, duly executed by the Council.

IN WITNESS WHEREOF these presents have been executed by or on behalf of the parties hereto the day and year first above written.

SCHEDULE.

ALL THAT piece or parcel of land containing .....

THE COMMON SEAL of [*Name of local authority*] was  
hereto affixed at the Offices of ..... and  
pursuant to a resolution of the said Council in  
the presence of—

SIGNED by the said ..... in the presence of—

.....  
Farmer.

FOURTH SCHEDULE.

TABLE OF HALF-YEARLY INSTALMENTS FOR EVERY £100 OF LOAN.

Table "A." Term: Fifteen Years. Interest:  $3\frac{1}{2}$  per Cent.

Half-years.	On account of Interest at $3\frac{1}{2}$ per Cent.	On account of Principal.	Balance of Principal owing.
	£ s. d.	£ s. d.	£ s. d.
1 .. .. .	1 15 0	2 11 3	97 8 9
2 .. .. .	1 14 2	2 12 1	94 16 8
3 .. .. .	1 13 2	2 13 1	92 3 7
4 .. .. .	1 12 3	2 14 0	89 9 7
5 .. .. .	1 11 3	2 15 0	86 14 7
6 .. .. .	1 10 6	2 15 9	83 18 10
7 .. .. .	1 9 4	2 16 11	81 1 11
8 .. .. .	1 8 4	2 17 11	78 4 0
9 .. .. .	1 7 4	2 18 11	75 5 1
10 .. .. .	1 6 4	2 19 11	72 5 2
11 .. .. .	1 5 3	3 1 0	69 4 2
12 .. .. .	1 4 3	3 2 0	66 2 2
13 .. .. .	1 3 2	3 3 1	62 19 1
14 .. .. .	1 2 0	3 4 3	59 14 10
15 .. .. .	1 0 11	3 5 4	56 9 6
16 .. .. .	0 19 9	3 6 6	53 3 0
17 .. .. .	0 18 7	3 7 8	49 15 4
18 .. .. .	0 17 5	3 8 10	46 6 6
19 .. .. .	0 16 2	3 10 1	42 16 5
20 .. .. .	0 15 0	3 11 3	39 5 2
21 .. .. .	0 13 9	3 12 6	35 12 8
22 .. .. .	0 12 5	3 13 10	31 18 10
23 .. .. .	0 11 2	3 15 1	28 3 9
24 .. .. .	0 9 10	3 16 5	24 7 4
25 .. .. .	0 8 6	3 17 9	20 9 7
26 .. .. .	0 7 2	3 19 1	16 10 6
27 .. .. .	0 5 9	4 0 6	12 10 0
28 .. .. .	0 4 4	4 1 11	8 8 1
29 .. .. .	0 2 11	4 3 4	4 4 9
30 .. .. .	0 1 6	4 4 9	..

Table "B." Term : Twenty Years. Interest :  $3\frac{1}{2}$  per Cent.

Half-years.				On account of Interest at $3\frac{1}{2}$ per Cent.	On account of Principal.	Balance of Principal owing.
				£ s. d.	£ s. d.	£ s. d.
1	..	..	..	1 15 0	1 14 11	98 5 1
2	..	..	..	1 14 4	1 15 7	96 9 6
3	..	..	..	1 13 9	1 16 2	94 13 4
4	..	..	..	1 13 1	1 16 10	92 16 6
5	..	..	..	1 12 5	1 17 6	90 19 0
6	..	..	..	1 11 9	1 18 2	89 0 10
7	..	..	..	1 11 2	1 18 9	87 2 1
8	..	..	..	1 10 6	1 19 5	85 2 8
9	..	..	..	1 9 9	2 0 2	83 2 6
10	..	..	..	1 9 1	2 0 10	81 1 8
11	..	..	..	1 8 4	2 1 7	79 0 1
12	..	..	..	1 7 8	2 2 3	76 17 10
13	..	..	..	1 6 11	2 3 0	74 14 10
14	..	..	..	1 6 1	2 3 10	72 11 0
15	..	..	..	1 5 4	2 4 7	70 6 5
16	..	..	..	1 4 7	2 5 4	68 1 1
17	..	..	..	1 3 10	2 6 1	65 15 0
18	..	..	..	1 3 0	2 6 11	63 8 1
19	..	..	..	1 2 2	2 7 9	61 0 4
20	..	..	..	1 1 4	2 8 7	58 11 9
21	..	..	..	1 0 6	2 9 5	56 2 4
22	..	..	..	0 19 10	2 10 1	53 12 3
23	..	..	..	0 18 9	2 11 2	51 1 1
24	..	..	..	0 17 10	2 12 1	48 9 0
25	..	..	..	0 16 11	2 13 0	45 16 0
26	..	..	..	0 16 0	2 13 11	43 2 1
27	..	..	..	0 15 0	2 14 11	40 7 2
28	..	..	..	0 14 1	2 15 10	37 11 4
29	..	..	..	0 13 1	2 16 10	34 14 6
30	..	..	..	0 12 1	2 17 10	31 16 8
31	..	..	..	0 11 1	2 18 10	28 17 10
32	..	..	..	0 10 1	2 19 10	25 18 0
33	..	..	..	0 9 0	3 0 11	22 17 1
34	..	..	..	0 7 11	3 2 0	19 15 1
35	..	..	..	0 6 11	3 3 0	16 12 1
36	..	..	..	0 5 10	3 4 1	13 8 0
37	..	..	..	0 4 8	3 5 3	10 2 9
38	..	..	..	0 3 6	3 6 5	6 16 4
39	..	..	..	0 2 4	3 7 7	3 8 9
40	..	..	..	0 1 2	3 8 9	..

Table "C." Term : Twenty-five Years. Interest :  $3\frac{1}{2}$  per Cent.

Half-years.				On account of Interest at $3\frac{1}{2}$ per Cent.	On account of Principal.	Balance of Principal owing.
				£ s. d.	£ s. d.	£ s. d.
1	..	..	..	1 15 0	1 5 4	98 14 8
2	..	..	..	1 14 6	1 5 10	97 8 10
3	..	..	..	1 14 1	1 6 3	96 2 7
4	..	..	..	1 13 7	1 6 9	94 15 10
5	..	..	..	1 13 2	1 7 2	93 8 8
6	..	..	..	1 12 8	1 7 8	92 1 0
7	..	..	..	1 12 2	1 8 2	90 12 10
8	..	..	..	1 11 8	1 8 8	89 4 2
9	..	..	..	1 11 3	1 9 1	87 15 1
10	..	..	..	1 10 8	1 9 8	86 5 5
11	..	..	..	1 10 2	1 10 2	84 15 3
12	..	..	..	1 9 8	1 10 8	83 4 7
13	..	..	..	1 9 2	1 11 2	81 13 5
14	..	..	..	1 8 7	1 11 9	80 1 8
15	..	..	..	1 8 0	1 12 4	78 9 4
16	..	..	..	1 7 5	1 12 11	76 16 5
17	..	..	..	1 6 11	1 13 5	75 3 0
18	..	..	..	1 6 4	1 14 0	73 9 0
19	..	..	..	1 5 8	1 14 8	71 14 4
20	..	..	..	1 5 1	1 15 3	69 19 1
21	..	..	..	1 4 5	1 15 11	68 3 2
22	..	..	..	1 3 10	1 16 6	66 6 8
23	..	..	..	1 3 3	1 17 1	64 9 7
24	..	..	..	1 2 7	1 17 9	62 11 10
25	..	..	..	1 1 11	1 18 5	60 13 5
26	..	..	..	1 1 3	1 19 1	58 14 4
27	..	..	..	1 0 6	1 19 10	56 14 6
28	..	..	..	0 19 10	2 0 6	54 14 0
29	..	..	..	0 19 4	2 1 0	52 13 0
30	..	..	..	0 18 5	2 1 11	50 11 1
31	..	..	..	0 17 8	2 2 8	48 8 5
32	..	..	..	0 16 11	2 3 5	46 5 0
33	..	..	..	0 16 2	2 4 2	44 0 10
34	..	..	..	0 15 5	2 4 11	41 15 11
35	..	..	..	0 14 7	2 5 9	39 10 2
36	..	..	..	0 13 10	2 6 6	37 3 8
37	..	..	..	0 13 0	2 7 4	34 16 4
38	..	..	..	0 12 2	2 8 2	32 8 2
39	..	..	..	0 11 4	2 9 0	29 19 2
40	..	..	..	0 10 5	2 9 11	27 9 3
41	..	..	..	0 9 7	2 10 9	24 18 6
42	..	..	..	0 8 8	2 11 8	22 6 10
43	..	..	..	0 7 10	2 12 6	19 14 4
44	..	..	..	0 6 11	2 13 5	17 0 11
45	..	..	..	0 5 11	2 14 5	14 6 6
46	..	..	..	0 5 0	2 15 4	11 11 2
47	..	..	..	0 4 0	2 16 4	8 14 10
48	..	..	..	0 3 1	2 17 3	5 17 7
49	..	..	..	0 2 1	2 18 3	2 19 4
50	..	..	..	0 1 0	2 19 4	..

C. A. JEFFERY,  
Clerk of the Executive Council.

Issued under the authority of the Regulations Act, 1936.  
Date of notification in *Gazette* : 7th day of December, 1939.  
These regulations are administered by the State Advances Corporation.