



**THE SERVICEMEN'S SETTLEMENT AND LAND SALES
REGULATIONS 1943**

C. L. N. NEWALL, Governor-General

ORDER IN COUNCIL

At the Government House at Wellington, this 18th day of
October, 1943

Present :

HIS EXCELLENCY THE GOVERNOR-GENERAL IN COUNCIL

PURSUANT to the Servicemen's Settlement and Land Sales Act, 1943, His Excellency the Governor-General, acting by and with the advice and consent of the Executive Council, doth hereby make the following regulations.

REGULATIONS

PRELIMINARY

1. These regulations may be cited as the Servicemen's Settlement and Land Sales Regulations 1943.
2. In these regulations, unless the context otherwise requires,—
“ Act ” means the Servicemen's Settlement and Land Sales Act, 1943 :
“ Court ” means the Land Sales Court constituted under the Act :
“ Committee ” means a Land Sales Committee appointed under the Act :
“ Registrar ” means a Registrar of the Land Sales Court, and includes a Deputy-Registrar of that Court.

OFFICES OF THE COURT

3. There shall be offices of the Court in the following cities and towns : Auckland, Gisborne, Napier, New Plymouth, Wellington, Blenheim, Nelson, Hokitika, Christchurch, Dunedin, and Invercargill.

SHAPE, WRITING, ETC., OF DOCUMENTS TO BE FILED

4. (1) All documents prepared to be filed in any office of the Court shall be clearly and legibly written, typewritten, or printed on half-sheets of foolscap paper of reasonably good quality.

(2) The writing, typing, or printing may be single or double spaced :
Provided that a double space shall be left between paragraphs.

(3) Both sides of the paper may be used, and a margin of not less than 1 in. shall be left on the left-hand side of each page.

(4) All documents shall be folded lengthwise down the middle and shall be suitably endorsed on the last or only sheet.

(5) Where documents consist of more than one sheet of paper they shall be securely fastened together with a sufficient fastener at the top left-hand corner.

(6) All documents (except instruments filed for stamp-duty purposes under section 65 (2) of the Act) shall be filed in duplicate. One copy may be a carbon copy.

(7) Except with the leave of the Court, no document shall be received for filing which does not comply with these rules.

FORM OF CLAIM FOR COMPENSATION

5. Every claim for compensation under section 29 of the Act for any estate or interest in any land taken under Part II of the Act shall be in the form numbered 1 in the Schedule hereto, or to that effect.

FORM OF APPLICATION FOR CONSENT

6. (1) Every application for the consent of the Court to any transaction or proposed transaction shall be in the form numbered 2 in the Schedule hereto, or to that effect.

(2) Every application shall have annexed to it statements by the parties to the transaction in the forms numbered 3 (in the case of the vendor or lessor) and numbered 4 (in the case of the purchaser or lessee) in the Schedule hereto:

Provided that where the application is made by any party to the transaction the statement to be made by that party may be combined with the application, and the declarations forming part of the application and of that statement may also be combined.

(3) Every application shall have attached to it a copy of every agreement entered into between the parties, or any of them, in respect of the transaction which is the subject of the application for the consent of the Court or in respect of any other transaction in any way related thereto, including any ancillary or collateral agreements and particulars of any agreements not in writing.

(4) Every application shall contain an address for service to which any notification or communication required under the Act may be delivered or posted. Any such address may from time to time be altered by reasonable notice, in writing, to the Registrar.

APPEALS

7. (1) Every appeal to the Court from any order of a Committee shall be brought by notice of motion in a summary way.

(2) The notice of motion on appeal shall be filed in the office of the Court in which the order appealed from was filed.

(3) A copy of the notice of motion on appeal shall be served by the appellant on every other person affected by the order appealed from.

(4) Written submissions in support of or in opposition to any appeal may be filed and served by any party in the same manner as the notice of motion on appeal.

COURT FEES

8. No Court fees shall be payable in respect of any proceedings in the Court or before any Committee.

SCHEDULE

Form No. 1

In the Land Sales Court, }
..... Registry. }

No.

In the matter of the Servicemen's Settlement
and Land Sales Act, 1943.

CLAIM FOR COMPENSATION

TAKE notice that I,, being the registered proprietor [*or as the case may be*] of the land described in the Schedule hereto, hereby claim the sum of £..... as compensation for all my loss arising out of the taking of the aforesaid land, by notice published in the *Gazette* of [Date] at page

The aforesaid sum is made up as follows:—

Productive value	£.....
Value of improvements in excess of normal requirements ..	£.....
Special locality value	£.....
<hr/>	<hr/>
Basic value	£.....
<hr/>	<hr/>
Value of my interest, based on the above	£.....
Special loss (give details)	£.....
<hr/>	<hr/>
Total claim	£.....

Attached is a statement showing the net annual income which can be derived from the land by an average efficient farmer during a normal season, and which, capitalized at 4½ per cent., will give the productive value, and showing in detail how that net annual income is arrived at in accordance with section 53 of the Servicemen's Settlement and Land Sales Act, 1943.

My address for service is

Dated this day of, 194...

.....
Claimant [*or Solicitor (or Agent) for Claimant*].

SCHEDULE

[Description of land]

Form No. 2

In the Land Sales Court, }
..... Registry. }

No.

In the matter of the Servicemen's Settlement
and Land Sales Act, 1943.APPLICATION FOR CONSENT TO SALE [*or TRANSFER or LEASE*]

I, [Full name, address, and occupation], hereby make application for the consent of the Land Sales Court to the sale [*or transfer or lease*] of [*or to the granting of an option to purchase or lease*] the land, or interest in land, described below.

Particulars of the transaction are as follows:—

- (1) Vendor [*or lessor*]: [Full name, address, and occupation].
- (2) Purchaser [*or lessee*]: [Full name, address, and occupation].
- (3) Description of land: [Give section, block, survey district, &c., reference to deposited plan (if any), area, and title reference; in case of town property, in addition, name of street and number].
- (4) If property is leasehold—
 - (a) Name of lessor:
 - (b) Term of lease (..... years from) and terms of purchasing clause (if any) and of any clauses as to right of renewal or compensation for improvements:
 - (c) Rent payable and amount paid or payable for goodwill (if any):

- (5) Consideration—
- (a) Total amount being paid :
 - (b) How being paid : [*Amount of cash ; mortgages, including rate per cent. and term.*]
 - (c) [*Where stock or chattels are included in the transaction or in any related transaction, show the amounts apportioned to the land, stock, and chattels separately.*]
- (6) Attached are Statements A and B completed by the parties to the transaction, and copies of all agreements between the parties [and particulars of all agreements not in writing].
- (7) Capacity in which application is made : [*Vendor, purchaser, solicitor, or as the case may be.*]
- (8) Address for service :

Signed :

Date :

DECLARATION BY APPLICANT

I, [*Full name, address, and occupation*], do solemnly and sincerely declare—

1. That I am the applicant described in the above application.
2. That the facts given in the application are true and correct in all respects.
3. That the documents attached hereto and marked respectively are true copies of agreements made between the parties and are complete and correct in every particular [and that the documents attached hereto and marked respectively set out the terms of agreements made between the parties otherwise than in writing and are complete and correct in every particular].
4. That, with the exception of the agreements referred to in the last preceding paragraph, no agreement (whether in writing or otherwise) has been made between the parties or any of them which is ancillary to or collateral with any of the agreements referred to in the last preceding paragraph, or which in any way directly or indirectly relates to or affects or is connected with the transaction for which consent is applied for, and that no such agreement is intended to be made.

And I 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—

Signature :

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Justice of the Peace.
or Solicitor.
or Notary Public.

Form No. 3

STATEMENT " A "

STATEMENT by [*Full name*], the vendor [*or lessor*] in application for consent to transaction under the Servicemen's Settlement and Land Sales Act, 1943 :—

- (1) Latest Government valuation of property—Unimproved .. £.
Improvements .. £.
Capital value .. £.

Date of valuation :

- (2) Rating charges levied on property :
- (3) Mortgages against the property, whether registered or unregistered :
[*Amounts owing, when due, rate of interest.*]
- (4) Consideration [*or rent*] paid on previous transfer(s) [*or lease(s)*] of the property since 1st September, 1939, or if none since this date, on the last transfer [*or lease*] :—
Date : Amount : £.
Date : Amount : £.

- (5) If property is not occupied by vendor [*or lessor*], particulars of the terms on which the occupier holds the property :
If unoccupied, terms on which the last occupier held it :
- (6) Particulars of buildings on property : [*Approximate age, material of which constructed, dimensions, condition, insurances, &c.*].
- (7) Any special features affecting the value of the property :

(Applicable to "farm land" only)—

- (8) (a) Class of farming carried on: [*Dairying, sheep-farming, grazing, cropping, vegetable-growing, poultry, &c.*].
- (b) Stock being carried: [*Numbers and classes*].
- (c) Production last season: [*Pounds butterfat or wool, number of surplus stock sold (state whether fat or store), crops or vegetables sold, &c.*].
If an average season varies from the foregoing, supply details of average season production:

Signature:
Date:

DECLARATION BY VENDOR [or LESSOR]

I, [*Full name, address, and occupation*], do solemnly and sincerely declare—

- 1. That I am the vendor [or lessor] described in the above statement and in the attached application marked
- 2. That the facts given by me in the statement are true and correct in all respects.
- 3. That the documents attached hereto and marked respectively are true copies of agreements made between the parties and are complete and correct in every particular [and that the documents attached hereto and marked respectively set out the terms of agreements made between the parties otherwise than in writing and are complete and correct in every particular].
- 4. That, with the exception of the agreements referred to in the last preceding paragraph, no agreement (whether in writing or otherwise) has been made between the parties or any of them which is ancillary to or collateral with any of the agreements referred to in the last preceding paragraph, or which in any way directly or indirectly relates to or affects or is connected with the transaction for which consent is applied for, and that no such agreement is intended to be made.

And I 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— } Signature:

Justice of the Peace.
or Solicitor.
or Notary Public.

Form No. 4

STATEMENT " B "

STATEMENT by [*Full name*], the purchaser [or lessee] in application for consent to transaction under the Servicemen's Settlement and Land Sales Act, 1943:—

- (1) Whether a "discharged serviceman" as defined by the Act:
- (2) All land already owned, held, or occupied under any tenure, whether severally or jointly or in common with any other person or persons: [*Give reference to section, block, district, title reference, area, tenure, Government valuation and date thereof; in the case of "farm land" give carrying-capacity and class of farming carried on*].
- (3) Similar particulars as in paragraph 2 concerning all land owned, held, or occupied under any tenure by wife [or husband], whether severally or jointly or in common with any other person or persons:
- (4) (a) Reason for desiring to acquire the property which is the subject of the application for consent:
- (b) Whether it is intended to enter into personal occupation:
- (c) In the case of "farm land," what type of farming it is proposed to engage in:
- (5) Why the land owned, held, or occupied (as set out in (2) and (3)) is insufficient for purchaser's [or lessee's] requirements:

(Applicable to "farm lands" only)—

- (6) Financial resources of purchaser [or lessee] available and intended to be employed in the working and developing of the property: [*Give details*].
- (7) Whether purchaser married, and the number, sex, and age of children living with him [her]:
- (8) Particulars of farming experience: [*Give details*].

Signature:
Date:

DECLARATION BY PURCHASER [or LESSEE]

I, [Full name, address, and occupation], do solemnly and sincerely declare—

1. That I am the purchaser [or lessee] described in the above statement and in the attached application marked
2. That the facts given by me in the said statement are true and correct in all respects.
3. That the documents attached hereto and marked respectively are true copies of agreements made between the parties and are complete and correct in every particular [and that the documents attached hereto and marked respectively set out the terms of agreements made between the parties otherwise than in writing and are complete and correct in every particular].
4. That, with the exception of the agreements referred to in the last preceding paragraph, no agreement (whether in writing or otherwise) has been made between the parties or any of them which is ancillary to or collateral with any of the agreements referred to in the last preceding paragraph, or which in any way directly or indirectly relates to or affects or is connected with the transaction for which consent is applied for, and that no such agreement is intended to be made.

And I 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—	} Signature :
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Justice of the Peace.
or Solicitor.
or Notary Public.

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

Issued under the authority of the Regulations Act, 1936.
Date of notification in *Gazette* : ■■■ day of October, 1943.
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