Amended Regulations under the Death Duties Act, 1909.

LIVERPOOL, Governor-General. ORDER IN COUNCIL.

At the Government House at Wellington, this first day of October, 1917.

Present:

HIS EXCELLENCY THE GOVERNOR-GENERAL IN COUNCIL.

THEREAS by Order in Council dated the twenty-fourth day of August, one thousand nine hundred and ten, and published in the New Zealand Gazette on the first day of September, one thousand nine hundred and ten, certain regulations were made under section seventy-nine of the Death Duties Act. 1909, for the purposes therein set forth: And whereas it is expedient to amend the said regulations in the manner hereinafter appearing:

Now, therefore, His Excellency the Governor-General of the Dominion of New Zealand, acting by and with the advice and consent of the Executive Council of the said Dominion, doth hereby, in pursuance and exercise of the power and authority conferred upon him by section seventy-nine of the Death Duties Act, 1909, amend the said regulations by omitting the form marked "N" set forth therein, and substituting therefor the form set out in the Schedule hereto.

SCHEDULE.

Form N.

Death Duties Act, 1909, Part IV.

STATEMENT to be delivered to the Commissioner of Stamps by Donor within One Month (or by Beneficiary or Trustee within Fourteen Days after Default by Donor so to do) after the Making of any Gift which is subject to Gift Duty, or the Value of which is not less than £500, pursuant to Sections 52 and 54 of the above Act.

. 191 . Folio Register Date of gift: Name of donor: Name of beneficiary Name of solicitor (if any) filing statement: Address for service :

Declaration.

I, , donor [beneficiary, or trustee of beneficiary], do solemnly and sincerely declare:—

1. That the statement hereunder written, and marked "A," contains true and full particulars of all property both real and personal comprised in the gift of the above-mentioned date made by the above-named donor to the above-named beneficiary.

2. That the value of the property set forth in such particulars is to the best of my knowledge and belief the true and full

value of the said property as at the time of the making of the gift of such property.

3. That to the best of my knowledge and belief the said beneficiary is not entitled as against the donor or any other person, or as against any other property, to any available right of indemnity or contribution in respect of the encumbrances

affecting the said property as set out in such statement.

4. That with the exception of gifts made in good faith as part of the normal expenditure of the above-named donor and not exceeding £20 in the aggregate in favour of any one beneficiary in the course of one calendar year, no other gift, whether to the same or any other beneficiary, has been made by the above-named donor at the same time or within the space of twelve months before or after the date of the gift above referred to [other than the gifts of which particulars are set out in the statement hereunder written, and marked "B," and the particulars set out in that statement are true]. [If no such gifts, the words is herekets to be struck out?]

in brackets to be struck out.]
5. That the document attached hereto, and marked "C," is [a true copy of] the instrument creating or evidencing the

said gift made on the date first above mentioned.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the Justices of the Peace Act, 1908.

Declared at by the said , one thousand nine hundred and of , before me

> A Solicitor of the Supreme Court of New Zealand. or A Justice of the Peace for the Dominion of New Zealand.

Particulars and Value of Property comprised in the Gift hereinbefore referred to.

[Note, -Schedules Nos. 1 to 26, as may be applicable, may be annexed hereto for the purpose of supplying full particulars.]

Date of Gift.	Particulars of Property.	Consideration (if any).	No. of Schedule (if any).	Value, irrespective of Consideration.
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	Total amount of consideration, £		Total Value, £	

Particulars of Encumbrances existing upon the Property comprised in the Gift hereinbefore referred to as to which there is no Right of Indemnity against the Donor or any other Person or Estate.

	Date of Encumbrance.	Name of Person holding Encumbrance.	Nature of Encumbrance and Property charged therewith.	Amount secured.
£			£	

(B.)

Particulars of other Gifts made at the same Time or within Twelve Months before or after the Date of the above-mentioned Gift.