

Form No. 3.

STATUTORY DECLARATION TO ACCOMPANY APPLICATION FOR LAND UNDER THE DISCHARGED SOLDIERS SETTLEMENT ACT, 1915.

I, [Name in full], of [Address], [Occupation (if any)], do solemnly and sincerely declare—

1. That I am a discharged soldier within the meaning of the Discharged Soldiers Settlement Act, 1915.

2. That I am, subject to the provisions of the said Act, applying for the land described in the accompanying application solely for my own use and benefit, and not directly or indirectly for the use or benefit of any other person or persons whomsoever.

3. That my answers to the questions set out in the said application are true and correct in every particular.

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

[Signature.]

Declared at this day of , 19 , before me— , a Justice of the Peace for New Zealand [or Solicitor or Notary Public].

Form No. 4.

OCCUPATION LICENSE ISSUED UNDER THE DISCHARGED SOLDIERS SETTLEMENT ACT, 1915, ON THE PURCHASE ON DEFERRED PAYMENT OF ANY LAND UNDER THAT ACT.

THIS DEED, made the day of , 19 , between His Majesty the King, of the one part, and of (who, with his executors, administrators, and assigns, is hereinafter referred to as "the licensee"), of the other part:

Whereas the licensee, being a discharged soldier within the meaning of the Discharged Soldiers Settlement Act, 1915, has agreed, pursuant to the provisions of the said Act and the regulations thereunder, to purchase on deferred payment the land hereinafter described for the sum of £ : And whereas the licensee, in pursuance of the regulations under the said Act, has paid a deposit of £

Now, this deed witnesseth that His Majesty the King, in consideration of the premises and of the said covenants hereinafter expressed on the part of the licensee, and in pursuance of the Discharged Soldiers Settlement Act, 1915, and the regulations thereunder, doth hereby grant to the licensee an exclusive license to occupy all that piece of land, containing by admeasurement acres roods perches, be the same a little more or less, situated in the Land District of , and being Section No. , Block , Survey District; as the same is more particularly described in the Schedule hereto, and delineated on the plan drawn hereon, and thereon coloured red in outline: To hold the same unto the licensee, under and subject to the covenants and conditions hereinafter expressed, for the term of years from the day of , 19 , or until the said land is sooner granted in fee-simple to the licensee. And the licensee doth hereby covenant with His Majesty the King, in manner following:—

1. The licensee will pay to His Majesty the balance of the aforesaid price of the said land by equal annual instalments of , the first of such payments to be made on the first day of , 19 :

Provided always that the licensee shall be at liberty at any earlier time or times to pay to His Majesty the whole or any part or parts of the said price; and all moneys so paid under this proviso shall to the extent thereof be deemed and taken to be paid in satisfaction and performance of the obligations of the licensee under the foregoing covenant.

2. The licensee will pay to His Majesty interest at the rate of 5 per centum per annum on such part of the said price as is for the time being unpaid, computed from the day of , 19 , by a payment on the day of next of so much interest as shall then have accrued, and thereafter by half-yearly payments on the first day of January and the first day of July in each year.

3. The licensee will not at any time during the continuance of the license, without the previous consent in writing of the Land Board of the land district in which the said land is situated, remove any minerals from the said land, or commit any other species of waste in respect thereof:

Provided always, and it is hereby agreed and declared, that if the licensee make default in the due and full payment of any instalment of the said price, or of any interest due in respect thereof, the aforesaid Land Board may cause to be given to the licensee, or to any person who is for the time being in occupation of the land or of any part thereof, notice under the hand of the Commissioner of Crown Lands that if the moneys so in arrear are not paid within one calendar month

after the date of the notice the Land Board will forfeit this license: And it is hereby agreed and declared that if the moneys so in arrear are not paid within one calendar month after the date of the aforesaid notice the Land Board may, in its discretion, without any further or other notice, by resolution, forfeit this license, and thereupon the license and the contract between His Majesty and the licensee for the purchase of the land, and the interest of the licensee in the said land shall absolutely cease and determine, and all moneys theretofore paid by the licensee under this license or in respect of the said contract shall remain the property of His Majesty; but no such forfeiture shall relieve the licensee from his obligation to pay to His Majesty any moneys in arrear under this license at the date of such forfeiture, or from any liability for any breach theretofore committed of the covenants herein expressed.

4. The licensee will commence to reside on the said land on or before the day of , 19 , and will thereafter reside continuously thereon during the term of the license.

[Any other special terms or conditions that the Board, with the approval of the Minister, may determine.]

In witness whereof the Commissioner of Crown Lands for the Land District of , on behalf of His Majesty the King, has hereunto set his hand, and these presents have also been executed by the licensee.

THE SCHEDULE.

[Description of Land.]

Commissioner of Crown Lands.

Signed by the Commissioner of Crown Lands, on behalf of His Majesty the King, in the presence of

Licensee.

Signed by the above-named licensee in the presence of

Form No. 5.

LEASE UNDER SECTION 4 OF THE DISCHARGED SOLDIERS SETTLEMENT ACT, 1915.

THIS DEED, made the day of , 19 , between His Majesty the King (who, with his heirs and successors, is hereinafter referred to as "the lessor"), of the one part, and of , in the Land District of , in the Dominion of New Zealand (hereinafter, with his executors, administrators, and permitted assigns, referred to as "the lessee"), of the other part, witnesseth that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained and implied, and on the part of the lessee to be paid, observed, and performed, the lessor doth hereby demise and lease unto the lessee all that piece or parcel of land, containing by admeasurement acres roods perches, a little more or less, situated in the Land District of aforesaid, and being section numbered , Block , Survey District of ; as the same is more particularly delineated and described in the plan drawn hereon and therein coloured red in outline, together with the rights, easements, and appurtenances to the same belonging; to hold the said several premises intended to be hereby demised unto the lessee for the term of years, commencing from the first day of , yielding and paying therefor unto the Receiver of Land Revenue for the said District of the annual rent of (£ : :), payable half-yearly, in advance, on the first day of January and first day of July in each and every year during the said term, free from all deductions whatsoever.

And it is hereby declared and agreed that the lessee shall have a perpetual right of renewal for further successive terms of years, at a rent to be determined by the Land Board.

And the lessee doth hereby covenant with the lessor as follows, that is to say:—

(1.) Subject to the provisions of the regulations in force under the Discharged Soldiers Settlement Act, 1915, the lessee will reside continuously on the demised land from the date of this lease.

(2.) The lessee will put on the demised land substantial improvements as under:—
[To be determined by the Board, taking into consideration the special circumstances of each case.]

(3.) The lessee will pay all rates, taxes, and assessments levied on or payable in respect of the demised land during the said term.

(4.) The lessee will at all times during the said term keep in good repair and condition, to the satisfaction of the Land Board, all buildings and erections for the time being standing on the demised land, and will