

Question.	Answer.
9. If married, what land (if any) does your wife own or have an interest in? Give particulars.	
10. Have you at any time held land or received an advance under the Discharged Soldiers Settlement Act? If so, state particulars.	
Dated at this day of , 19 .	
[Signature of applicant.]	

*Statutory Declaration to accompany Application for Land under Section 4 of the Discharged Soldiers Settlement Amendment Act, 1917.*

I, [Name in full], of [Address and occupation], 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—

Justice of the Peace for New Zealand  
[or Solicitor, or Notary Public].

Received on , 19 , at .

Commissioner of Crown Lands.

Form No. 13.

AGREEMENT TO PURCHASE A DWELLING UNDER SECTION 4 OF THE DISCHARGED SOLDIERS SETTLEMENT AMENDMENT ACT, 1917.

MEMORANDUM OF AGREEMENT made this day of , 19 , between the Commissioner of Crown Lands for the Land District (hereinafter called "the Commissioner"), on behalf of His Majesty the King, of the one part, and , of , a discharged soldier within the meaning of the Discharged Soldiers Settlement Act, 1915 (hereinafter with his executors, administrators, and assigns referred to as the "purchaser"), of the other part, whereby it is agreed as follows:—

1. Subject to the provisions of section four of the Discharged Soldiers Settlement Amendment Act, 1917, and the regulations thereunder, the Commissioner agrees to sell and the purchaser agrees to purchase the land described in the Schedule hereto together with the buildings erected thereon for the sum of .

2. The purchaser, having paid before the execution of this agreement the sum of , will pay to the Receiver of Land Revenue at the District Lands and Survey Office, the sum of as balance of purchase-money, together with interest thereon at the rate of five pounds per centum per annum.

Payment of the said sum of , together with interest calculated as aforesaid, shall be made by instalments of pounds shillings pence each, payable monthly on the first day of each month in each year during a period of years commencing from the date hereof.

The first of such monthly instalments shall be due and payable on the first day of next.

3. Irrespective of the prescribed monthly instalments the purchaser may at any time pay to the Receiver of Land Revenue the amount (being in no case less than ten pounds) of principal included in the instalments corresponding to any number of consecutive six-monthly periods next succeeding the six-monthly period then current.

The payment of any such amount shall not affect the periodical continuity of monthly instalments, but the amount of capital and interest included in the succeeding instalments shall be calculated as if the six-monthly periods corresponding to the instalments of principal so paid had expired, and

the period of twenty-five years and a half during which the monthly instalments would otherwise have been required to be paid shall be reduced accordingly.

4. The purchaser shall pay all rates and taxes levied on or payable in respect of the land and improvements thereon.

5. If the purchaser fails at any time to comply with any of the provisions of the said regulations, or makes default in the due payment of any moneys payable in respect of this agreement, the Land Board may, with the consent of the Minister of Lands (hereinafter termed "the Minister"), by resolution cancel this agreement, and the purchaser shall thereupon deliver up to the Commissioner possession of the dwelling in good order and repair.

6. The purchaser shall insure the dwelling in the State Fire Insurance Office in the name of His Majesty the King to its full insurable value against loss or damage by fire, and shall deliver the policy or policies of insurance to the Commissioner, and shall duly and punctually pay all premiums and sums of money necessary for the purpose of keeping every such insurance on foot; and shall, not later than the forenoon of the day on which any premium falls due, deliver the receipt therefor to the Commissioner.

7. If the purchaser fails to insure the dwelling and keep it insured, or to keep it in good and substantial repair and condition, the Minister may at the cost and expense of the purchaser insure the dwelling in such sum as he may decide or effect such repairs as he may deem necessary. All moneys so expended by the Minister shall be deemed to be moneys due and payable by the purchaser under this agreement, and shall be payable to the Receiver of Land Revenue together with interest thereon at the rate of five pounds per centum per annum from the date or dates of such moneys being expended. It shall be optional with the Minister whether such moneys shall be payable on demand or by monthly instalments of principal and interest in accordance with clause twenty-five of the said regulations.

8. Upon payment of all moneys payable pursuant to this agreement the purchaser shall be entitled to a certificate of title in respect of the land described in the Schedule hereto.

9. And it is hereby further expressly stipulated and agreed that this agreement is entered into subject to the provisions and conditions relating thereto contained in the regulations made pursuant to section four of the Discharged Soldiers Settlement Amendment Act, 1917, which provisions and conditions shall be deemed to be included herein.

10. The purchaser hereby acknowledges to have received on the execution hereof a copy of the said regulations.

In witness whereof the parties have hereunto set their hands the day and year first above written.

Commissioner of Crown Lands.

Signed by the Commissioner of Crown Lands for the Land District of , on behalf of His Majesty the King, in the presence of .

....., Purchaser.

Signed by the said , as purchaser, in the presence of .

SCHEDULE.

[Description of Land.]

Form No. 14.

PROVISIONAL UNDERTAKING TO PURCHASE A DWELLING.

To the Commissioner of Crown Lands for the Land District, on behalf of His Majesty the King.

In consideration of your having allotted to me, pursuant to the regulations under the Discharged Soldiers Settlement Amendment Act, 1917, all that parcel of land containing by admeasurement , and being , I, , of , do hereby undertake, upon completion of the erection thereon of a residence in accordance with plans and specifications as agreed upon between the Minister of Lands and myself, and when called upon so to do, to execute an agreement to purchase the said land (in the form numbered 13 in the First Schedule to the said regulations) at a capital value equal to the value of the land as already fixed (viz., £ ) together with all moneys expended by the Minister in the erection of a residence and other works and operations done on the said land; and I hereby agree that if I shall fail to execute such agreement to purchase as hereinbefore provided, the sum of , being the amount deposited by me in respect of my application for the said land, shall be absolutely forfeited to you.

[Signature.]

Signed by the above-named in the presence of .