

Amending Regulations under the Discharged Soldiers Settlement Act, 1915.

BLEDISLOE, Governor-General.

ORDER IN COUNCIL.

At the Government House at Wellington, this 10th day of April, 1933.

Present:

HIS EXCELLENCY THE GOVERNOR-GENERAL IN COUNCIL.

IN pursuance and exercise of the powers and authorities conferred upon him by the Discharged Soldiers Settlement Act, 1915 (hereinafter referred to as the "said Act"), 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 amend in the manner set forth herein the regulations under the said Act (hereinafter referred to as the "said regulations") made on the eighth day of March, one thousand nine hundred and twenty-six, and published in the *Gazette* of the eighteenth day of March, one thousand nine hundred and twenty-six, and the regulations made on the twenty-third day of February, one thousand nine hundred and twenty-eight, and published in the *Gazette* of the first day of March, one thousand nine hundred and twenty-eight.

AMENDING REGULATIONS.

1. THE said regulations are hereby amended by deleting form No. 7 in the First Schedule to the said regulations and substituting the form in the First Schedule hereto.

2. The regulations made on the 23rd day of February, 1928, are hereby amended by omitting the form No. 6 prescribed therein, and substituting the new form in the Second Schedule hereto.

FIRST SCHEDULE.

Form No. 7.

THIS DEED, made the _____ day of _____, 19____, between _____ (hereinafter called "the grantor," which expression, where not inconsistent with the context, shall include each of the parties aforesaid and executors, administrators, and assigns), of the one part, and His Majesty the King (hereinafter called "the grantee") of the other part:

Whereas the grantor the true owner and in possession of the stock and other chattels mentioned and described in the First Schedule hereto: And whereas the grantor has applied for an advance under the provisions of the Discharged Soldiers Settlement Act, 1915, and the Minister of Lands has authorized the granting of such advance, and the grantor has agreed with the grantee to secure in manner hereinafter appearing the payment to the grantee of all moneys so advanced or which are now or may at any time hereafter become due, owing, or payable by the grantor to the grantee (including rent, interest, or other charges falling due upon the land leased from or held under security to the grantee and described in the First Schedule hereto), and the grantor in consideration of all such moneys has also agreed to appoint the grantee the agent of the grantor for the purposes and upon the terms hereinafter appearing:

Now, this deed witnesseth that, in pursuance of the said agreement and in consideration of the premises, the grantor do hereby assign, transfer, and set over unto the grantee all and singular the stock mentioned and described in the First Schedule hereto and branded, earmarked, and/or marked as follows: _____ And also all and singular the pigs, sheep, cattle, and horses which shall at any time hereafter during the continuance of this security be in, upon, or about or belonging to the lands mentioned in the First Schedule hereto, or any other lands which may now or hereafter during the continuance of this security belong to or be used or occupied by the grantor(s), whether worked in conjunction with the lands mentioned in the First Schedule hereto or otherwise. And also any other pigs, sheep, cattle, and horses which may now or shall at any time hereafter during the continuance of this security belong to the grantor(s) wherever the same may be depasturing. And all the natural increase of any of the said stock, pigs, sheep, cattle, and horses. And all the wool which shall during the continuance of this security grow upon any sheep comprised in or for the time being bound by this security, and that both before and after such wool is shorn. And all the milk, including milk-products, which shall be produced during the continuance of this security from any cows comprised in or for the time being bound by this security (excluding, however, the milk used or required by the grantor(s) for his (their) personal or household consumption). And also the brands, earmarks, and marks shown in the margin being the registered brands, earmarks, and marks of the grantor, and the exclusive right to use the same for branding, earmarking, or marking stock, as well as all instruments for the

time being and from time to time used by the grantor for branding, earmarking, or marking stock. And also all and singular the implements of husbandry, farming plant, and other chattels mentioned and described in the First Schedule hereto. And also all chattels of what nature or description soever which shall hereafter be acquired by the grantor whether in addition to or in substitution for the said implements, plant, and chattels or any of them and shall be used in or about the business of _____, farmer, or grazier, carried on or to be carried on by the grantor upon the lands mentioned in the First Schedule hereto or upon any other lands as aforesaid. To hold unto the grantee by way of mortgage for securing the payment by the grantor to the grantee of all moneys now advanced or which are now or which may at any time hereafter become due, owing, or payable by the grantor to the grantee under these presents (including rent, interest, or other charges falling due upon the land leased from or held under security to the grantee and described in the First Schedule hereto).

And this deed further witnesseth that it is hereby covenanted, agreed, and declared by and between the parties hereto as follows:—

1. The grantor will, on demand, pay to the grantee at the office of the Commissioner of Crown Lands at _____ the whole or any portion of the balance due upon the account current between them the grantor and the grantee, and also all other moneys (if any) which may for the time being be owing by the grantor to the grantee and secured by these presents: Provided that upon the transfer, otherwise than pursuant to the will or on the intestacy of the grantor, of the lands described in the First Schedule hereto or of the whole or any part of the grantor interest therein, all principal moneys hereby secured shall become immediately due and payable to the grantee:

2. All moneys owing by the grantor to the grantee at the date of the execution by the grantor of these presents shall be included in the said account current, and if the grantor shall at any time have more than one current account open with the grantee all the provisions hereof shall apply to all such current accounts.

3. The interest payable by the grantor upon the balance for the time being of the said account current shall be at the rate of _____ per centum per annum, and shall be payable on all sums properly charged by the grantee to the grantor on such account from the respective dates upon which the same shall have been so charged to the grantor in the books of the grantee. Such interest as aforesaid shall be payable on the first day of January and July in each and every year.

4. All costs, charges, and expenses incurred by the grantee in or about the preparation, execution, registration, renewal of registration, or release of these presents, or of any other security for the payment of the moneys intended to be hereby secured or of any part thereof, or in or about the exercise or enforcement or attempted exercise or enforcement of any power, right, or remedy conferred upon the grantee by law or by these presents, or otherwise reasonably incurred by the grantee owing to default in payment of any moneys intended to be hereby secured, or the breach of any covenant on the part of the grantor herein expressed or implied, or with a view to the protection or preservation of the property comprised in this security, shall be deemed to be part of the principal moneys owing under and secured by these presents, and shall bear interest accordingly, computed in each case from the time when the same shall be respectively incurred.

5. The books of the grantee shall be *prima facie* evidence of the amount for the time being owing on the security of these presents and of all other particulars entered in such books, and shall be admissible as evidence accordingly in all Courts of Justice and before all persons acting judicially.

6. This security shall be deemed to be a running and continuing security irrespective of any sums which may from time to time be paid to the credit of the account current of the grantor with the grantee, and, notwithstanding that such account may appear at any time to be in credit, and notwithstanding any settlement of account, or the release or discharge of any security or mortgage collateral herewith, or any other matter or thing whatsoever, so long as any moneys are owing hereunder by the grantor to the grantee this security shall remain in full force and effect, and shall not be deemed to have been released or discharged or in any way vacated until a memorandum of satisfaction thereof shall have been executed by the grantee.

7. All moneys received by the grantee on behalf of the grantor from sales of stock, wool, milk, milk-products, produce, or chattels may be appropriated as the grantee may determine towards the reduction of the indebtedness for the time being of the grantor to the grantee (including rent, interest, and other charges due and falling due upon the land leased from or held under security to the grantee by the grantor, and described in the First Schedule hereto), and the entries in