

# Government Advances to Settlers Act 1908

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**An Act to consolidate certain Enactments of the General Assembly relating to the Government Advances to Settlers Office.**

**BE IT ENACTED** by the General Assembly of New Zealand in Parliament assembled, and by the authority of the same, as follows:—

**1 Short Title.**

- (1.) The Short Title of this Act is “The Government Advances to Settlers Act, 1908.”

*Enactments consolidated.*

- (2.) This Act is a consolidation of the enactments mentioned in the First Schedule hereto, and with respect to those enactments the following provisions shall apply:—

*Savings.*

- (a.) The Board constituted under those enactments shall be deemed the Board under this Act.

- (b.) All offices, appointments, regulations, Orders in Council, orders, *Gazette* notices, accounts, registers, records, mortgages, instruments, and generally all acts of authority which originated under those enactments or any enactment thereby repealed, and are subsisting or in force on the coming into operation of this Act, shall enure for the purposes of this Act as fully and effectually as if they had originated under the corresponding provisions of this Act, and accordingly shall, where necessary, be deemed to have so originated.
- (c.) All matters and proceedings commenced under those enactments, and pending or in progress on the coming into operation of this Act, may be continued, completed, and enforced under this Act.
- (3.) This Act is divided into Parts, as follows:—
- Part I.—Administration. (Sections 3 to 27.)
- Part II.—Advances on Mortgage. (Sections 28 to 46.)
- Part III.—Advances to Workers. (Sections 47 to 60.)
- Part IV.—Miscellaneous Provisions. (Sections 61 to 73.)

## 2 Interpretation.

*1906, No. 19, sec. 2 1906, No. 39, sec. 2*

In this Act, if not inconsistent with the context,—

“Board” means the Government Advances to Settlers Board constituted under this Act:

“Branch” means the Advances to Settlers Branch or the Advances to Workers Branch of the business of the Government Advances to Settlers Office:

“Minister” means the Minister of the Crown for the time being having the administration of this Act:

“Prescribed” means prescribed by this Act or by regulations made under this Act.

## Part I Administration.

### *Office*

## 3 The Government Advances to Settlers Office established.

*1906, No. 19, sec. 3*

- (1.) For the purpose of carrying out the objects of this Act there is hereby established an office, to be called “the Government Advances to Settlers Office,” administered and managed by an officer to be called the Superintendent, who shall be appointed by the Governor, and shall hold office during pleasure.

*Superintendent constituted.*

- (2.) The Superintendent is hereby constituted a corporation sole under the style of “the Government Advances to Settlers Office Superintendent,” with perpetual succession and a seal of office, which shall be kept and used by him alone.

**4 Power to appoint Deputy.**

*Ibid, sec. 4*

- (1.) The Governor in Council may from time to time appoint some person to act as Deputy of the Superintendent.

*General powers of Deputy.*

- (2.) On the occurrence from any cause of a vacancy in the office of Superintendent (whether by reason of death, resignation, or otherwise), and in the case of the absence from duty of the Superintendent, and so long as such vacancy or absence continues, the Deputy for the time being shall have and may exercise all the powers, duties, and functions of the Superintendent.

*Deputy's authority to act not to be questioned.*

- (3.) The fact of the Deputy exercising any power, duty, or function as aforesaid shall be conclusive proof of his authority so to do, and no person shall be concerned to inquire whether the occasion has arisen requiring or authorising the Deputy so to do.

*Certain provisions of Civil Service Act not to apply. 1907, No. 32, sec. 7*

- (4.) The provisions of section four of “The Civil Service Act, 1908,” shall not apply to the appointment of the Superintendent or Deputy.

**5 Power to appoint officers.**

*1906, No. 19, sec. 5*

The Governor in Council may from time to time appoint such officers and clerks (hereinafter called “the staff”) as may be necessary for the business of the Government Advances to Settlers Office (hereinafter called “the Advances to Settlers Office”).

**6 To hold office during pleasure.**

*Ibid, sec. 6*

The staff shall hold their offices during pleasure, and shall be subject to the orders, direction, and control of the Superintendent.

**7 To be subject to Civil Service Acts.**

*Ibid, sec. 7*

The Superintendent and staff shall be paid such salaries as may be fixed from time to time by Parliament, and shall be subject to the laws for the time being in force affecting and regulating the Civil Service of New Zealand.

**8 To give security.***Ibid, sec. 8*

The Superintendent, and every member of the staff whose fidelity is not guaranteed under “The Civil Service Act, 1908,” shall severally give security for the faithful discharge of their duties, in such form, by such sureties, and to such amount as the Governor, by regulations or otherwise, from time to time directs.

**9 Description of Superintendent.***1906, No. 19, sec. 9*

In all deeds, instruments, or documents of any kind incident to the business of the Advances to Settlers Office, or the purposes of this Act, the Superintendent shall be described by his corporate style.

**10 Manner in which deeds, &c., to be executed, &c.***Ibid, sec. 10*

- (1.) All deeds, instruments, and other documents to be executed by the Superintendent under seal shall be executed by him by signing his name underneath his corporate style, and affixing his seal, in the presence of one member of the Board, who shall subscribe his name as witness.
- (2.) All documents to be signed by the Superintendent shall be signed in his personal name with the addition of his corporate style.

**11 Power of Superintendent to sue and be sued.***Ibid, sec. 11*

- (1.) The Superintendent, in his official style and capacity, may sue and be sued in all actions arising out of any act, matter, or thing whatsoever done or suffered in relation to himself, or the Advances to Settlers Office, or the Board; and no such action shall abate or be dismissed by reason only that the cause of action relates to the Advances to Settlers Office or the Board and not to the Superintendent himself.

*Signature, &c., to be judicially noticed.*

- (2.) The appointment, signature, and seal of the Superintendent and Deputy Superintendent, and the appointment and signature of every member of the Board, shall be judicially noticed without further proof.

*Board***12 Constitution of Board.***Ibid, sec. 12*

For the purpose of better carrying out the objects of this Act there is hereby constituted a Board, under the style of “The Government Advances to Settlers Board,” consisting of five members, to wit:—

- (a.) Four *ex officio* members—namely, the Minister, the Superintendent, the Public Trustee, and such one of the following officers as the Governor in Council from time to time appoints as member—that is to say, the Valuer-General, the Secretary to the Treasury, or the Under-Secretary for Crown Lands; and
- (b.) One competent person (not being a member of the Civil Service) to be appointed by the Governor in Council, who shall hold office for two years (subject nevertheless to the right of the Governor in Council to remove him at any time), but may be reappointed, and while holding office shall be paid such salary or fees as may be fixed from time to time by Parliament.

### **13 Substitute members of Board.**

*Ibid, sec. 13*

- (1.) In the absence of the Minister from any meeting of the Board any other Minister (being a member of the Executive Council) may attend such meeting in the stead and as the substitute of the Minister, and while so attending shall be deemed to be a member of the Board.
- (2.) In the absence of the Valuer-General (if a member of the Board) or of the Public Trustee from any meeting of the Board the Deputy of the Valuer-General or Deputy of the Public Trustee respectively may attend such meeting in his stead and as his substitute, and while so attending shall be deemed to be a member of the Board.
- (3.) The fact that any such substitute so attends and acts at any such meeting shall be conclusive proof of his authority so to do.

### **14 Chairman.**

*1906, No. 19, sec. 14*

- (1.) The Minister shall be *ex officio* Chairman of the Board.  
*Quorum.*
- (2.) Three members shall form a quorum at any meeting of the Board.  
*Chairman's voting-power.*
- (3.) The Chairman shall have a deliberative and also a casting vote.

### **15 Minute-books of proceedings to be kept.**

*Ibid, sec. 15*

- (1.) The Board shall at all times cause proper minute-books to be kept, in which shall be entered full and faithful minutes of all the proceedings at each Board meeting, with proper tabulated details of the business transacted thereat.
- (2.) The minutes of each meeting shall be read and confirmed at the next succeeding meeting, and signed as correct by the Chairman.

**16 Board may make by-laws.**

*Ibid, sec. 16*

The Board may from time to time make by-laws regulating the general conduct of its business and proceedings.

**17 Board to assist and advise Superintendent.**

*Ibid, sec. 17*

- (1.) The Board shall co-operate with and assist the Superintendent in carrying out the objects of this Act, and advise with him upon all matters connected therewith.
- (2.) A resolution of the Board shall bind the Superintendent.

*Business*

**18 Classes of land on which money may be advanced.**

*Ibid, sec. 18 1907, No. 32, sec. 5(1)*

- (1.) The business of the Advances to Settlers Office is the advancing of money on first mortgages of the following classes of lands in New Zealand, free from all incumbrances, liens, and interests other than leasehold interests, that is to say:—
  - (a.) Freehold land held in fee-simple under “The Land Transfer Act, 1908,” or the title to which is registered under “The Deeds Registration Act, 1908”; or
  - (b.) Crown land held on perpetual lease under “The Land Act, 1885”; or
  - (c.) Crown land held under Part III or IV of “The Land Act, 1892,” or of “The Land Act, 1908”; or
  - (d.) Crown land held on lease as a small grazing-run under “The Land Act, 1885,” or under “The Land Act, 1892,” or “The Land Act, 1908”; or
  - (e.) Crown land held on agricultural lease under “The Mining Act, 1891”; or
  - (f.) Crown land held on lease (not being for mining purposes) under “The Westland and Nelson Coalfields Administration Act, 1877”; or
  - (g.) Native land held on lease under “The West Coast Settlement Reserves Act, 1881,” or under “The West Coast Settlement Reserves Act, 1892”; or
  - (h.) Land held on lease under “The Westland and Nelson Native Reserves Act, 1887”; or
  - (i.) Land held under “The Thermal-Springs Districts Act, 1881,” or “The Thermal-Springs Districts Act, 1908”; or
  - (j.) Educational and other reserves which are subject to the provisions of “The Land Act 1877 Amendment Act, 1882,” by virtue of Proclamation

made under section fifty thereof, or “The Land Act, 1885,” by virtue of Proclamation made under section two hundred and thirty-seven thereof, or “The Land Act, 1892,” by virtue of Proclamation made under section two hundred and forty-three thereof, or “The Land Act, 1908,” by virtue of Proclamation made under section three hundred and thirty thereof, and are held on perpetual lease, or lease in perpetuity, or renewable lease, or on the deferred-payment or small-grazing-run systems; or

- (k.) Crown land held by license on the deferred-payment system under Part III of “The Land Act, 1885”; or
- (l.) Land held under lease from a leasing authority as defined by “The Public Bodies’ Leasing-powers Act, 1908,” and providing for the payment by the incoming tenant of valuation for improvements made upon the land, whether by the lessee named in such lease or any former lessee or tenant; or
- (m.) Land held under lease from a Maori Land Board under “The Maori Land Settlement Act, 1905”:
 

Provided the Board or other person in whom the land is vested joins in the mortgage for the purpose of securing the due payment of the moneys payable under the mortgage; or
- (n.) Land held under any class of lease that the Governor in Council, by notice in the *Gazette*, declares to be a sufficient security for a loan under this Act.

- (2.) The class of land in each instance shall be determined by the Board.

*The Government Advances to Settlers Account*

**19 May raise sum not exceeding £1,500,000 in any year.**

*1906, No. 19, sec. 19*

For the purposes of this Act (other than Part III hereof) the Minister of Finance is hereby empowered to raise from time to time, on the security of and charged upon the public revenue of New Zealand, such sum or sums, not exceeding in the whole the sum of one million five hundred thousand pounds in any one financial year, as the Governor in Council from time to time authorises:

Provided that whenever the total amount authorised to be raised in any one financial year is not raised within such year, the balance unraised may be raised at any subsequent period, in addition to the amount authorised to be raised during such subsequent period:

Provided also that the total amount raised under this Act, together with the total amount raised under any former Act passed for like purposes, shall not exceed in the aggregate five million pounds sterling.

**20 Rate of interest on loans.**

*Ibid, sec. 20*

The sums so raised shall bear interest at such rate, not exceeding four pounds ten shillings per centum per annum, as the Minister of Finance from time to time prescribes, and shall be raised under and subject to the provisions of “The New Zealand Loans Act, 1908.”

**21 Government Advances to Settlers Account**

*Ibid, sec. 21 1907, No. 32, sec. 2(1)*

All sums raised as aforesaid, as and when raised, and all other moneys belonging or payable to the Superintendent under Part II of this Act, shall be paid into a bank to be appointed by the Governor in Council to the credit of an account to be called “the Government Advances to Settlers Account” (hereinafter referred to as “the Advances to Settlers Account”).

**22 Charges against the Advances to Settlers Account**

*1906, No. 19, sec. 22*

There shall from time to time be charged to and paid out of the Advances to Settlers Account, without further appropriation than this Act,—

- (a.) The costs and expenses incurred in raising the aforesaid moneys:
- (b.) All sums payable in respect of interest on the moneys so raised:
- (c.) Any moneys required by the Minister of Finance for the redemption of short-dated debentures issued in respect of the moneys so raised:
- (d.) All moneys required to be advanced on mortgage under Part II of this Act:
- (e.) All moneys required for sinking fund as hereinafter mentioned:
- (f.) All costs and expenses of management of the Advances to Settlers Branch of the Advances to Settlers Office and of the administration of this Act (other than Part III hereof).

**23 Account, how operated on.**

*1906, No. 19, sec. 23*

All moneys withdrawn from the Advances to Settlers Account shall be withdrawn only by cheque signed by the Superintendent and countersigned by the Audit Office.

**24 All moneys to be property of Crown.**

*Ibid, sec. 24*

- (1.) All moneys in the Advances to Settlers Account, or payable into that account by any person whomsoever, and also all moneys owing by any mortgagor on the security of any mortgage under Part II of this Act, whether the same be

accrued due or not, are hereby declared to be the property of the Crown, and recoverable accordingly as from debtors to the Crown.

- (2.) All such moneys are hereby declared to be public moneys within the meaning of "The Public Revenues Act, 1908."

## **25 Temporary investment of moneys.**

*Ibid, sec. 25*

Any of the moneys in the Advances to Settlers Account may, until required for the purposes of this Act, be temporarily invested from time to time, as the Minister of Finance directs, in any Government securities or in any securities wherein for the time being any balances in the Public Account may lawfully be invested, and all interest received in respect of any such investment shall be paid into the Advances to Settlers Account.

### *Reserve Fund*

## **26 Reserve fund established.**

*Ibid, sec. 26*

- (1.) There is hereby established a reserve fund, which shall consist of such sum, not being less than fifty thousand pounds, as the Governor from time to time by Order in Council directs.
- (2.) The reserve fund shall from time to time be reinvested on mortgage under Part II of this Act.

### *Sinking Fund*

## **27 Sinking fund established**

*Ibid, sec. 27*

- (1.) From the gross amount of interest received under Part II of this Act during each financial year, one-tenth part thereof shall be applied in establishing a sinking fund as security for the moneys raised under the authority of this Part of this Act or any former Act passed for like purposes.
- (2.) The moneys from time to time forming part of the sinking fund shall be reinvested on mortgage under Part II of this Act.

## **Part II**

### **Advances on Mortgage.**

#### *Limitations*

#### **28 Instalment system.**

*Instalment system. Ibid, sec. 28*

Every advance under this Part of this Act shall be made on the instalment system hereinafter described.

#### **29 How advances to be made.**

*1906, No. 19, sec. 29*

- (1.) No advance shall be granted except upon the written application of the proposed borrower and by the resolution of a duly constituted meeting of the Board at which the question is duly considered.
- (2.) Every such application shall be in the prescribed form.  
*Amount of advance.*
- (3.) No advance shall be granted for a sum of less than twenty-five pounds or more than three thousand pounds.
- (4.) Not more than three thousand pounds shall be advanced to any one borrower.
- (5.) Applications for loans not exceeding five hundred pounds shall have priority over applications for larger sums.

#### **30 Conditions subject to which advances will be made.**

*Ibid, sec. 30*

- (1.) No advance on the security of freehold lands shall be granted for an amount exceeding three-fifths of the value of the security, or two-thirds of the value of the security where the security is first-class agricultural land.
- (2.) No advance on the security of leasehold lands shall be granted unless and until all covenants and conditions on the lessee's part contained or implied in the lease are complied with up to the date of the granting of the advance; and
- (3.) No advance on the security of leasehold lands shall be granted for an amount exceeding three-fifths of the value of the lessee's interest in the lease.
- (4.) The valuation of every security shall be made by the Valuer-General on behalf of the Superintendent and to the satisfaction of the Board.
- (5.) The security shall consist of some one or more of the several classes of land mentioned in section eighteen hereof, free from all incumbrances, liens, and interests other than leasehold interests.

- (6.) The Valuer-General's report shall in each instance be signed by him and addressed to the Superintendent, and particulars thereof shall be noted in the minute-book of the Board.

*Provisions as to Mortgages*

**31 Provisions relating to mortgages.**

*Ibid, sec. 31*

With respect to every mortgage under this Part of this Act the following provisions shall apply:—

- (a.) The Superintendent shall be the sole mortgagee in his corporate style and capacity.
- (b.) The term of the loan shall be thirty-six and one-half years.
- (c.) The loan, with interest thereon at the rate of five per centum per annum, shall be repaid to the Superintendent by seventy-three half-yearly instalments, all such instalments being of equal amount except the last, and the first half-yearly instalment being payable on the fourteenth day of February or the fourteenth day of August (whichever first occurs) next after the date of the loan.
- (d.) Every such half-yearly instalment shall consist partly of principal and partly of interest, but every such instalment except the last shall be at the rate of three pounds for every one hundred pounds of the loan.
- (e.) All such half-yearly instalments shall be calculated and paid according to the table in the Second Schedule hereto, which sets forth as to every one hundred pounds of the loan all the half-yearly instalments, and shows also how much of each and every half-yearly instalment is on account of principal and how much thereof is for interest, and also what balance of principal is owing by the borrower at the due date of each half-yearly instalment.
- (f.) Irrespective of the prescribed half-yearly instalments, the mortgagor may from time to time pay to the Superintendent any sum of not less than five pounds or a multiple of five pounds in reduction of the mortgage debt.
- (g.) All such last-mentioned payments shall be disposed of as hereinafter provided.
- (h.) The forms of mortgage in Parts I and II of the Third Schedule hereto (hereinafter called "the mortgage docket") shall be used for mortgages of land held under "The Land Transfer Act, 1908," and land registered under "The Deeds Registration Act, 1908," respectively.

**32 Provisions applying to mortgages of leasehold lands.**

*1906, No. 19, sec. 3*

Notwithstanding anything in this or any other Act, the following provisions shall apply to every mortgage of leasehold land under this Part of this Act:—

- (a.) The term of the mortgage (in no case exceeding the aforesaid term of thirty-six and one-half years) shall expire on the due date of the prescribed half-yearly instalment next preceding the date of the expiration of the lease, and such instalment shall include the balance of principal then owing under the mortgage.
- (b.) Subject to the aforesaid modification, principal and interest shall be payable by the prescribed half-yearly instalments.
- (c.) It shall not be lawful for the mortgagor to surrender his lease or to exercise any right of purchase of the land comprised therein without the consent in writing of the Superintendent.
- (d.) So long as any moneys remain owing under the mortgage the Superintendent shall have the sole right to receive all sums payable to the mortgagor in respect of compensation or valuation for improvements or otherwise howsoever under the lease, and may at the expense of the mortgagor do all things necessary in order to obtain the same.
- (e.) All such sums when received by the Superintendent shall be treated as moneys arising from the lawful exercise of the power of sale.

**33 Register of mortgages.**

*Ibid, sec. 33*

A register of mortgages shall be kept in the Advances to Settlers Office, and in such register shall be entered full particulars of every mortgage.

**34 Mortgage docket to be executed subject to provisions of Act.**

*Ibid, sec. 34*

- (1.) Every mortgage docket shall be deemed to be executed by the mortgagor subject to the provisions of this Act, and the provisions of this Act shall apply thereto accordingly.

*Covenants. &c., implied therein.*

- (2.) In every mortgage docket there shall be implied on the part of the mortgagor and in favour of the mortgagee the covenants and conditions contained in Part I of the Fourth Schedule hereto:

Provided that in the covenants implied in mortgages of land registered under "The Deeds Registration Act, 1908," "The Property Law Act, 1908," shall be read in lieu of "The Land Transfer Act, 1908." whenever the last-mentioned Act is referred to.

- (3.) In every mortgage docket of leasehold land there shall be similarly implied as an additional covenant the covenant contained in Part II of the said Fourth Schedule.
- (4.) In every mortgage docket of agricultural land there shall be similarly implied as an additional covenant the covenant contained in Part III of the said Fourth Schedule.
- (5.) All such covenants and conditions shall extend to and include the executors, administrators, and assigns of the mortgagor and the successors and assigns of the Superintendent.
- (6.) The Governor in Council may from time to time by regulations alter any of the aforesaid covenants and conditions, or prescribe additional covenants and conditions; but such regulations shall not affect any mortgage existing at the time when they are made.
- (7.) Every mortgage docket of land held under "The Land Transfer Act, 1908," shall, for all purposes whatsoever, be deemed to be a memorandum of mortgage within the meaning and under the provisions of that Act, the Superintendent being the mortgagee, the person signing the docket being the mortgagor of such person's estate and interest in the land named in the docket, and the principal sum thereby secured being the principal sum named in the docket.
- (8.) Every mortgage docket of land registered under "The Deeds Registration Act, 1908," shall, for all purposes whatsoever, be deemed to be a deed or instrument within the meaning of that Act, and a deed of conveyance of land by way of mortgage within the meaning of "The Property Law Act, 1908," and may be registered under the former Act accordingly, the Superintendent being the mortgagee and the person signing the docket being the mortgagor of the land therein mentioned.

#### *Rebate of Interest*

### **35 Rebate of interest when instalments paid punctually.**

*1906, No. 19, sec. 35*

In order to encourage the early payment of the prescribed instalments of principal and interest the following provisions shall apply with respect to every instalment:—

- (a.) If the mortgagor (not being in arrears with any previous instalment or other payment under the mortgage) pays the instalment on or before its due date, or not later than the fourteenth day thereafter, he shall be entitled to a rebate of one-tenth of so much thereof as consists of interest, thereby reducing the rate of such interest to four and a half per centum in lieu of five per centum per annum.
- (b.) Such rebate may be deducted and retained by the mortgagor from the full nominal amount of the instalment when making the payment.

**36 Notice of due date of instalment to be given.***Ibid, sec. 36*

Not later than one month before any instalment falls due the Superintendent shall post to the mortgagor, at his last known address, a notice specifying the due date of the instalment, the full nominal amount thereof, the amount of the rebate, the net amount of the instalment after deducting the rebate, and the date on which the right to the rebate will lapse:

Provided that the rights and liabilities of the mortgagor shall not be affected by the non-posting or non-receipt of such notice or by any error therein.

*Mode of Disposal of Moneys paid in Advance***37 Mode of disposal of moneys paid in advance.***1906, No. 19, sec. 37*

- (1.) All moneys paid in advance by a mortgagor in reduction of the mortgage debt shall be disposed of by the Superintendent in or towards satisfaction of the future instalments in the order of their due dates in mode A, or, if the mortgagor so directs, in mode B, as hereinafter set forth.

*Under mode A, moneys to be used to pay instalments of principal.*

- (2.) With respect to mode A, and the moneys to be disposed of thereunder, the following provisions shall apply:—
- (a.) In the case of each instalment of principal which is wholly satisfied, and on which no interest has actually begun to accrue, the corresponding instalment of interest shall not be payable.
  - (b.) The instalments unsatisfied in whole or in part shall, as to both principal and interest, be deemed to be due and payable at half-yearly intervals computed from the due date of the instalment next preceding the instalment that is first satisfied in whole or in part, and there shall consequently be no break in the periodical continuity of the payments to be made by the mortgagor.

*Under mode B, for payment of instalments of principal and interest.*

- (3.) With respect to mode B, and the moneys to be disposed of thereunder, the following provisions shall apply:—
- (a.) Such moneys shall be disposed of in or towards satisfaction of the future instalments of principal and interest in the order of their due dates.
  - (b.) The due dates of the instalments shall not be affected, and consequently, in so far as the instalments are wholly satisfied in advance, there shall be a break in the periodical continuity of the payments to be made by the mortgagor.

*Disposal of moneys paid in advance. Ibid, sec. 38*

- (4.) In the case of moneys paid in advance prior to the coming into operation of "The Government Advances to Settlers Act Amendment Act, 1899," and then held thereunder, they may, at the option of the mortgagor, either continue to be held thereunder or, together with interest thereon from the date of the last yearly rest up to the date of the coming into operation of that Act, may be deemed to be moneys paid in advance, and be disposed of accordingly under the provisions in that behalf hereinbefore contained.

*Readjustment of Loans***38 All loans may be readjusted when part repaid.***Ibid, sec. 39*

- (1.) For the purpose of giving greater elasticity to the existing provisions affecting loans, the following provisions shall apply in the case of every loan, whether now current or hereafter granted:—

- (a.) At any time after at least one-tenth of the principal has been repaid the mortgagor (not being in arrear with any instalment or other payment under the mortgage) may, with the consent of the Superintendent, readjust the loan, by treating the balance of principal then unpaid as a fresh loan duly granted for a fresh term:

Provided that in no case shall any loan be readjusted unless the balance of unpaid principal at the time of readjustment amounts to at least one hundred pounds.

*Mode and effect thereof.*

- (b.) Such readjustment shall be effected by memorandum of readjustment, which shall be executed by the Superintendent (but not necessarily under seal).
- (c.) The memorandum of readjustment shall be in the form in the Fifth Schedule hereto or to that effect, and shall specify the amount of the fresh loan (being in no case less than one hundred pounds), the date on which it is deemed to be granted (being the due date of an instalment under the original loan), and the amount and due date of the first prescribed instalment.
- (d.) The memorandum of readjustment shall be indorsed on the mortgage executed by the mortgagor in respect of the original loan, and need not be registered.
- (e.) From and after the execution of the memorandum of readjustment, such mortgage shall operate and be construed as applying to the fresh loan in lieu of the original loan, in the same manner in all respects and with the same priorities of security and otherwise as if the mortgage had been originally granted in respect of the fresh loan.

- (2.) The provisions of this section shall, *mutatis mutandis*, extend and apply to fixed loans granted under any former Act authorising such loans any part of which (not less than one hundred pounds) is outstanding on the coming into operation of this Act.

### *Further Advances*

#### **39 Power to make further advances.**

*1906, No. 19, sec. 40*

For the purpose of enabling further advances to be made in the case of loans, whether now current or hereafter granted, the following provisions shall apply:—

- (a.) At any time and from time to time the mortgagor may apply for a further advance of any sum that with the principal sum owing under the mortgage will not exceed the respective limits fixed by this Act in the case of an original loan.
- (b.) If the application is granted, in whole or in part, the amount granted shall be secured by memorandum of further advance, which shall be executed by the mortgagor and by the Superintendent.
- (c.) The memorandum of further advance shall be in the form in the Sixth Schedule hereto or to the like effect, and shall specify—
  - (i.) The amount of the further advance:
  - (ii.) The amount of outstanding principal owing under the mortgage:
  - (iii.) The total amount of such principal and further advance (such total amount being hereinafter referred to as “the fresh loan”):
  - (iv.) The date on which the fresh loan is deemed to be granted:
  - (v.) The amount and due date of the first prescribed instalment.
- (d.) On and after the execution of the memorandum of further advance the original mortgage shall operate and be construed as applying to the fresh loan in lieu of the original loan, in the same manner in all respects and with the same priorities of security and otherwise as if the mortgage had been originally granted in respect of the fresh loan as specified in the memorandum of further advance.
- (e.) The memorandum of further advance shall be registered.
- (f.) The further advance shall in every case be granted on the same system as the original loan, and in no case shall a further advance be granted unless all instalments on the original loan are paid up to the commencement of the term of the fresh loan.

*Provisions as to other than Freehold Securities in Fee-simple*

**40 Provisions with respect to other than freehold securities.**

*1906, No. 19, sec. 41 1907, No. 32, sec. 5(2)*

In every case where the security of a loan consists of land of any of the classes (b) to (l) or of class (n) mentioned in section eighteen hereof, the following provisions shall apply, anything in this or any other Act to the contrary notwithstanding:—

- (a.) Except with the consent of the Superintendent, and on such terms as in his interests as mortgagee he thinks fit, it shall not be lawful for the Land Board to forfeit or cancel the mortgagor's title for breach of conditions, or to accept any surrender thereof, without giving to the Superintendent at least three months' previous notice in writing of intention so to do.
- (b.) Notwithstanding any such forfeiture, cancellation, or surrender, the mortgage shall by force of this Act be deemed to be a first charge on the improvements then existing on the land, and on all moneys payable in respect thereof by any incoming tenant or occupier of the land (nevertheless to the extent only to which the mortgagor would have had interest therein if his title to the land had been lawfully determined otherwise than by forfeiture, cancellation, or surrender), and such money shall be payable to the Superintendent accordingly:

Provided that the Superintendent may accept from such tenant or occupier a mortgage of his estate and interest in the land in lieu of cash; and in such case neither paragraph (a) of section eighty-four nor section eighty-seven of "The Land Act, 1908," nor any similar limitation in that Act or in any other Act shall be deemed to apply.

- (c.) In the event of the Superintendent granting a lease or any tenancy of the land or of any part thereof as mortgagee in possession (which he is hereby empowered to do without the consent of the Land Board), then, for the purpose of preventing forfeiture or cancellation of the mortgagor's title for breach of conditions, but for no other purpose, fulfilment of conditions by the person in actual possession under such tenancy or lease shall count as fulfilment by the mortgagor:

Provided that every such tenancy or lease shall, in the case of Crown land, be subject to the approval of the Minister of Lands.

- (d.) In the event of the Superintendent selling the security in exercise of power of sale, then, in so far as concerns the transfer to the purchaser, or any mortgage of his estate and interest in the land to the Superintendent to secure the whole or any part of the purchase-money, neither paragraphs (a), (e), nor (f) of section eighty-four nor section eighty-seven of "The Land Act, 1908," nor any similar limitation in that Act or in any other Act, shall be deemed to apply.

- (e.) Any such sale may be by public auction or private contract, as the Superintendent in his discretion thinks fit, and in the case of sale by private contract advertising shall not be necessary:  
Provided that the sale shall, in the case of Crown lands, be subject to the approval of the Minister of Lands.
- (f.) The power of sale shall be deemed to arise and accrue, and may, without the consent of the Land Board, be exercised by the Superintendent, at any time after the expiration of the period limited in that behalf by the mortgage, anything in paragraph (c) of section eighty-four of "The Land Act, 1908," or in any other Act to the contrary notwithstanding.
- (g.) All moneys expended by the Superintendent in exercise of the powers in that behalf conferred by the mortgage shall be payable to him by the mortgagor on demand, and until paid shall, together with interest at the rate of five per centum per annum computed from the date or dates of such moneys being expended, be deemed to be charged on the land, and be covered by the security accordingly.
- (h.) The provisions of this section apply to mortgages now current or hereafter granted.
- (i.) For the purposes of this section "Land Board" includes the statutory Board, trustees, Public Trustee, or other authority granting the lease or other title under which the mortgagor holds.

#### **41 Special provisions as to deferred-payment and village-settlement lands.**

*1895, No. 58, sec. 5*

- (1.) Notwithstanding anything to the contrary in section one hundred and nineteen of "The Land Act, 1885," lands held on deferred-payment license may be mortgaged under this Act.
- (2.) The existence of any deferred payment in respect of any such license or of any advance made to occupiers of any village-settlement land under section one hundred and seventy of "The Land Act, 1892," or the corresponding provisions of "The Land Act, 1908," shall not be construed to be an incumbrance, lien, or interest within the meaning of this Act.
- (3.) All such deferred payments and advances may be paid out of moneys advanced on mortgages granted under this Act.

#### *Power to lease in Cases of Default*

#### **42 Power to lease in lieu of selling.**

*1906, No. 19, sec. 42*

- (1.) Where default is made in payment of any instalment or in the observance of any covenant implied in any mortgage docket, the Superintendent, if he thinks fit, may, in lieu of exercising the power of sale conferred by the mortgage

docket, lease the mortgaged land for any term not exceeding thirty years in the case of freehold land, or sublease the land for the remainder of the term of the lease (but not exceeding a term of thirty years) in the case of leasehold land.

- (2.) Every such lease or sublease shall contain a covenant to pay such rent and to observe such conditions as the Superintendent in each case thinks fit.
- (3.) The rent and profits from time to time derived from any such lease or sublease shall be applied—
  - (a.) In payment of the costs and expenses from time to time incurred in connection with the lease or sublease;
  - (b.) In payment of the instalments and other payments (if any) due under the mortgage; and
  - (c.) In payment of the balance (if any) to the mortgagor.

#### *Fees*

#### **43 Scale of valuation fees.**

*1906, No. 19, sec. 55*

- (1.) Valuation fees shall be payable by the proposed borrower under this Part of this Act in any event, and according to the scale in the Seventh Schedule hereto.

*Scale of costs.*

- (2.) The costs and fees of preparing and completing any mortgage under this Part of this Act and of discharging it shall be payable by the mortgagor according to the scale in the Eighth Schedule hereto.
- (3.) The Governor in Council may from time to time vary any of the aforesaid costs and fees.

#### *General*

#### **44 Board to determine quality of land.**

*Ibid, sec. 43*

The Board shall at all times have power to determine whether the land offered as security for a loan is or is not first-class agricultural land, or urban land, or suburban land.

#### **45 Mortgage of land for whole or part of purchase-money may be accepted.**

*Ibid, sec. 44*

In any case where the Superintendent sells any security or any part thereof in exercise of the power of sale, he may, to the extent of the amount owing thereunder, accept from the purchaser a mortgage of the land for the whole or any part of the purchase-money, whatever the value of the security, anything in this Act to the contrary notwithstanding.

**46 Repayments may be made through Postmasters.**

*Ibid, sec. 45*

Any moneys payable to the Superintendent or to the Advances to Settlers Account under this Part of this Act may be lodged for credit of that account with such Postmasters as the Postmaster-General may authorise, and the amount of such lodgments shall be transferred by the Postmaster-General to the credit of the Advances to Settlers Account as often as the Superintendent and the Postmaster-General may arrange.

### **Part III Advances to Workers.**

**47 Interpretation.**

*1906, No. 39, sec. 2*

In this Part of this Act, if not inconsistent with the context,—

“Family” includes the parents or other dependants of the worker:

“Worker” means a person employed in manual or clerical work, and who at the time of his application as hereinafter mentioned is not in receipt of an income of more than two hundred pounds per annum, and is not the owner of any land other than the section on which he proposes to build:

**48 Loan on worker’s home.**

*Ibid, sec. 3 1907, No. 32, sec. 6*

- (1.) A worker who desires to erect a dwellinghouse for himself and his family on land on which the Superintendent might advance money under Part II hereof may apply to the Superintendent for a loan for that purpose
- (2.) The application shall be in the prescribed form, and shall be accompanied by a statutory declaration that the applicant is a worker within the meaning of this Act, and that he desires the loan for the sole purpose of erecting a home for himself and his family.
- (3.) Not more than three hundred and fifty pounds shall be granted to any one borrower, and no advance shall be granted exceeding the value of the dwellinghouse to be erected, or exceeding three-fourths of the value of the security in the case of freehold land, or three-fourths of the lessee’s interest in the lease in the case of leasehold land.
- (4.) Subject to the last preceding subsection, the amount of the loan shall, if the applicant so desires, be advanced by instalments corresponding in amount to the progress from time to time made in the erection of the building.
- (5.) The value of the progress made, and the amount of each progress payment, shall from time to time be ascertained and certified to by the Valuer-General on

behalf of and to the satisfaction of the Superintendent, and such certificate shall be final.

**49 Provisions relating to mortgages.**

*1906, No. 39, sec. 4*

With respect to every mortgage under this Part of this Act the following provisions shall apply:—

- (a.) The term of the loan shall be thirty-six and one-half years.
- (b.) The loan, with interest thereon at the rate of five per centum per annum (but subject to a rebate of one-half per centum per annum if paid within fourteen days of the due date) shall be repaid to the Superintendent by seventy-three half-yearly instalments, all such instalments being of equal amount except the last, and the first half-yearly instalment being payable on the fourteenth day of February or the fourteenth day of August (whichever first occurs) next after the date of the loan.
- (c.) Every such half-yearly instalment shall consist partly of principal and partly of interest, and every such instalment except the last shall, subject as aforesaid, be at the rate of three pounds for every one hundred pounds of the loan.
- (d.) Irrespective of the prescribed half-yearly instalments, the mortgagor may from time to time pay to the Superintendent any sum of not less than five pounds or a multiple of five pounds in reduction of the mortgage debt.

**50 £200,000 a year may be borrowed.**

*Ibid, sec. 5*

- (1.) In order to provide capital for the purposes of this Part of this Act the Minister of Finance is hereby empowered to raise from time to time, on the security of and charged upon the public revenue of New Zealand, such sum or sums, not exceeding in the whole the sum of two hundred thousand pounds in any one financial year, as the Governor in Council from time to time authorises.

*Rate of interest on loans.*

- (2.) The sums so raised shall bear interest at such rate, not exceeding four pounds ten shillings per centum per annum, as the Minister of Finance from time to time prescribes, and shall be raised under and subject to the provisions of “The New Zealand Loans Act, 1908.”

**51 Government Advances to Workers Account.**

*Ibid, sec. 6 1907, No. 32, sec. 2(2)*

All sums raised as aforesaid, as and when raised, and all other moneys belonging or payable to the Superintendent under this Part of this Act, shall be paid into a bank to be appointed by the Governor in Council to the credit

of an account to be called “the Government Advances to Workers Account” (hereinafter referred to as “the Advances to Workers Account”).

**52 Charges against the Advances to Workers Account.**

*1906, No. 39, sec. 7*

There shall from time to time be charged to and paid out of the Advances to Workers Account, without further appropriation than this Act,—

- (a.) All sums payable in respect of interest on the moneys so raised:
- (b.) Any moneys required by the Minister of Finance for the redemption of short-dated debentures issued in respect of the moneys so raised:
- (c.) All moneys required to be advanced on mortgage under this Part of this Act:
- (d.) All costs and expenses of management of the Advances to Workers Branch and of the administration of this Part of this Act.

**53 Account, how operated on.**

*Ibid. sec. 8*

All moneys withdrawn from the Advances to Workers Account shall be withdrawn only by cheque signed by the Superintendent and countersigned by the Audit Office.

**54 All moneys to be property of Crown.**

*Ibid, sec. 9*

- (1.) All moneys in the Advances to Workers Account, or payable into that account by any person whomsoever, and also all moneys owing by any mortgagor on the security of any mortgage under this Part of this Act, whether the same be accrued due or not, are hereby declared to be the property of the Crown, and recoverable accordingly as from debtors to the Crown.
- (2.) All such moneys are hereby declared to be public moneys within the meaning of “The Public Revenues Act, 1908.”

**55 Temporary investment of moneys.**

*Ibid, sec. 10*

Any of the moneys in the Advances to Workers Account may, until required for the purposes of this Part of this Act, be temporarily invested from time to time, as the Minister of Finance directs, in any Government securities or in any securities wherein for the time being any balances in the Public Account may lawfully be invested, and all interest received in respect of any such investment shall be paid into the Advances to Workers Account.

**56 Sinking fund established.**

*Ibid, sec. 11*

- (1.) From the gross amount of interest received under this Part of this Act during each financial year, one-tenth part thereof shall be applied in establishing a sinking fund as security for the moneys raised under the authority of this Part of this Act.

*Reserve fund.*

- (2.) The whole of the profits from time to time arising from the Advances to Workers Branch shall be transferred to the reserve fund to provide against losses.

**57 Assets and liabilities of branches to be kept separate.**

*Ibid, sec. 12*

The funds, assets, and liabilities of the Advances to Settlers Office in respect of its Advances to Workers Branch shall at all times be kept separate and distinct from its funds, assets, and liabilities in respect of its other branch, and in no case shall the funds or assets of the one branch be chargeable with any liability of the other branch.

**58 Adjustment of charges. &c.**

*Ibid, sec. 13*

- (1.) In any case where salaries, expenses, or outgoings are expended or incurred on behalf of the Advances to Settlers Office, part of which should, in the opinion of the Superintendent, be paid out of the Advances to Settlers Account and part out of the Advances to Workers Account, the Superintendent may charge such amounts temporarily to either account as he thinks fit, and from time to time thereafter transfer from one account to the other such sum or sums as are in his opinion necessary to effect an equitable adjustment.
- (2.) This section shall, *mutatis mutandis*, apply in cases where buildings, office furniture, or other property belonging to one branch of the office are used for the purposes of the other branch, and in any such case the Superintendent may charge against the branch using the same such sums as are in his opinion necessary to effect an equitable adjustment.

**59 Regulations.**

*1906, No. 39, sec. 15*

In addition to the powers conferred on the Governor by section seventy hereof of making regulations, he may from time to time make regulations for the purposes of the Advances to Workers Branch—

- (a.) Prescribing the form and manner of application in respect of loans:

- (b.) Prescribing the method of preparing mortgages under this Part of this Act, and the fees payable in connection with the preparation, discharge, and otherwise of such mortgages:
- (c.) Prescribing the valuation and inspection fees:
- (d.) Prescribing the classes of leases of Crown or other lands that may be accepted by the Board as security for any loan.

**60 Parts I, II, and IV to apply.**

*Ibid, sec. 16*

For the more effective administration of this Part of this Act, and the better conduct of the Advances to Workers Branch of the Advances to Settlers Office, the provisions of Parts I, II, and IV hereof shall, *mutatis mutandis*, apply in so far as they apply to—

- (a.) The powers, functions, and duties of the Board and the Superintendent;
- (b.) The management and control of investments; and
- (c.) Generally the administration of the branch and the conduct of its business.

## **Part IV Miscellaneous Provisions**

### *Accounts and Audit*

**61 Accounts to be kept.**

*1906, No. 19, sec. 46*

The Superintendent shall cause full and true accounts to be kept of all moneys received and expended, of all assets and liabilities, and of all profits and losses by and in connection with the Advances to Settlers Office.

**62 Powers of Minister of Finance.**

*Ibid, sec. 47*

The Minister of Finance shall have full access to all the accounts, documents, and papers in the Advances to Settlers Office, and the Superintendent shall at all times furnish to the said Minister all such information as the latter may require.

**63 Powers of Audit Office.**

*Ibid, sec. 48*

The Audit Office shall have in respect of the Superintendent, the Advances to Settlers Office, the accounts thereof, and all persons employed therein, and in

respect of all other persons employed under this Act, all the powers which it possesses under “The Public Revenues Act, 1908.”

**64 Annual statement to Parliament.**

*Ibid, sec. 49 1906, No. 39, sec. 14*

- (1.) The Superintendent shall prepare annually a statement showing separately in respect of the Advances to Settlers Branch and the Advances to Workers Branch of the business of the Advances to Settlers Office for the previous financial year—
  - (a.) The financial position of the branch;
  - (b.) The financial result of the year’s operations;
  - (c.) The cost of management during the year;
  - (d.) The gross profits made during the year; and
  - (e.) The whole cash receipts and expenditure during the year.
- (2.) Such statement shall be submitted to the Audit Office for audit, and shall be duly certified by the Audit Office either wholly or with such exceptions as may be necessary.
- (3.) Such statement (duly certified by the Audit Office) shall, within fourteen days after the commencement of each session, be laid before Parliament.

*Recovery of Instalments, &c., due under Mortgage*

**65 Unpaid instalments, &c., may be sued for.**

*1906, No. 19, sec. 50*

All unpaid instalments and other moneys due by a mortgagor under his mortgage shall be recoverable by the Superintendent in any Court of competent jurisdiction.

**66 Procedure for recovery.**

*Ibid, sec. 51*

With respect to proceedings in any Court for the recovery of such instalments or other moneys the following provisions shall apply:—

- (a.) It shall be sufficient if the particulars of demand state the amount sought to be recovered, and the date on which the same was payable, with such further and other particulars as the Superintendent thinks necessary in order to fully inform the defendant of the nature of the demand.
- (b.) If the summons is served on the defendant at least twenty-one days before the date appointed for hearing, then, unless eight days before such date a statement in writing by or on behalf of the defendant, showing a defence on the merits, is filed in the Court, judgment shall be given for the amount claimed and costs, without allowing any defence, and

without the necessity of the Superintendent or any one on his behalf appearing in Court or proving the liability of the defendant.

### *Penalties*

**67 Penalty if officer takes fee or reward.**

*Ibid, sec. 52*

Every person employed in the business of the Advances to Settlers Office who directly or indirectly takes any fee or reward from any applicant for a loan under this Act shall be dismissed from his office and be liable to imprisonment for any period not exceeding two years with or without hard labour.

**68 Penalty for acting when interested.**

*Ibid, sec. 53*

Every person who,—

(a.) Having any pecuniary interest in any land tendered as security for a loan under this Act; or

(b.) Being a partner of the applicant for a loan,—

acts as valuer in connection with such land or loan, or sits and votes at any meeting of the Board upon any resolution having reference to such land or loan, is liable to a fine of not less than fifty pounds nor more than two hundred pounds, and shall also be dismissed from his office.

**69 Penalty for bribing officer.**

*Ibid, sec. 54*

Every person who, in respect of any loan or application for any loan, bribes, or attempts to bribe, or corruptly influences any person whomsoever appointed or acting under this Act is liable to imprisonment for any period not exceeding two years with or without hard labour.

### *Regulations, &c*

**70 Regulations.**

*1906, No. 19, sec. 56*

The Governor may from time to time, by Order in Council gazetted, make regulations for all or any of the following purposes, that is to say:—

(a.) The conduct of the business of the Advances to Settlers Office:

(b.) Determining the duties of the staff, and the forms, amounts, and nature of the securities to be furnished by each member of the staff:

(c.) The custody and control of the moneys in the Advances to Settlers Account, and the payment of moneys to and the withdrawal of moneys

from that account; the mode of keeping and rendering that account, and any other account in connection with the Advances to Settlers Office:

- (d.) The receipt and payment of moneys under this Act:
- (e.) Determining what moneys under this Act shall be invested, and in what securities:
- (f.) The safe custody of securities:
- (g.) The principle and method to be adopted in valuing lands for the purposes of this Act:
- (h.) Prescribing what accounts, registers, and books shall be kept, and in what form:
- (i.) Fixing the scale of costs and fees for the preparation, completion, and discharge of mortgages, and the valuation of securities:
- (j.) Specifying the rules of good husbandry:
- (k.) Exempting any person employed under this Act from the examinations prescribed by the Civil Service Regulations: and generally
- (l.) For any object or purpose deemed necessary for the efficient administration of this Act.

**71 Forms in Schedules may be altered.**

*Ibid, sec. 57*

The Governor in Council may from time to time alter any of the forms in the Schedules hereto.

**72 Bankruptcy Act not to apply.**

*Ibid, sec. 58*

“The Bankruptcy Act, 1908,” shall not apply to debts payable under this Act, except in cases where the Minister certifies in writing his consent to the discharge of a bankrupt from debts payable under this Act.

**73 Special savings.**

*Ibid, sec. 59*

- (1.) The members of the Board in office on the coming into operation of this Act shall be deemed to hold office under this Act.
- (2.) All debentures, scrip, inscribed stock, or other securities created or issued under the powers in that behalf contained in the enactments mentioned in the First Schedule hereto or any enactment thereby repealed, and outstanding on the coming into operation of this Act, shall so far as relates to the security and protection of the holder thereof, be deemed to have been created or issued under the authority of this Act, and the provisions of subsection three of section fourteen and of section fifteen of “The New Zealand Loans Act, 1908,” shall, *mutatis mutandis*, apply thereto.

- (3.) All applications for advances made under the said enactments, and pending on the coming into operation of this Act, may be disposed of and completed under this Act in like manner as if they had been duly made under this Act.
- (4.) All mortgages made under the said enactments and all moneys due thereunder shall be deemed to have been made and to be payable under this Act, and all the provisions of this Act shall, *mutatis mutandis*, apply thereto accordingly:

Provided that, notwithstanding the repeal of any special enactment relating to fixed loans, such provisions shall continue to apply to all such loans outstanding on the coming into operation of this Act.

**SCHEDULES****FIRST SCHEDULE****Enactments consolidated.**

1895, No. 58.—“The Land Act Amendment Act, 1895”: Section 5.

1906, No. 19.—“The Government Advances to Settlers Act, 1906.”

1906, No. 39.—“The Government Advances to Workers Act, 1906.”

1907, No. 32.—“The Government Advances to Settlers Act, 1907.”

## SECOND SCHEDULE

## Table of Prescribed Half-yearly Instalments for every One Hundred Pounds of the Loan

Section 31. 1906, No. 19, First Schedule.

Half-year.	Prescribed Half-yearly Instalment.			Apportioned thus:						Balance of Principal owing.		
				On Account of Interest at Five per Cent.			On Account of Principal.					
	£	s.	d.	£	s.	d.	£	s.	d.	£	S.	d.
1st	3	0	0	2	10	0	0	10	0	99	10	0
2nd	3	0	0	2	9	9	0	10	3	98	19	9
3rd	3	0	0	2	9	6	0	10	6	98	9	3
4th	3	0	0	2	9	3	0	10	9	97	18	6
5th	3	0	0	2	9	0	0	11	0	97	7	6
6th	3	0	0	2	8	8	0	11	4	96	16	2
7th	3	0	0	2	8	5	0	11	7	96	4	7
8th	3	0	0	2	8	1	0	11	11	95	12	8
9th	3	0	0	2	7	10	0	12	2	95	0	6
10th	3	0	0	2	7	6	0	12	6	94	8	0
11th	3	0	0	2	7	2	0	12	10	93	15	2
12th	3	0	0	2	6	11	0	13	1	93	2	1
13th	3	0	0	2	6	7	0	13	5	92	8	8
14th	3	0	0	2	6	3	0	13	9	91	14	11
15th	3	0	0	2	5	10	0	14	2	91	0	9
16th	3	0	0	2	5	6	0	14	6	90	6	3
17th	3	0	0	2	5	2	0	14	10	89	11	5
18th	3	0	0	2	4	9	0	15	3	88	16	2
19th	3	0	0	2	4	5	0	15	7	88	0	7
20th	3	0	0	2	4	0	0	16	0	87	4	7
21st	3	0	0	2	3	7	0	16	5	86	8	2
22nd	3	0	0	2	3	2	0	16	10	85	11	4
23rd	3	0	0	2	2	9	0	17	3	84	14	1
24th	3	0	0	2	2	4	0	17	8	83	16	5
25th	3	0	0	2	1	11	0	18	1	82	18	4
26th	3	0	0	0	1	6	0	18	6	81	19	10
27th	3	0	0	2	1	0	0	19	0	81	0	10
28th	3	0	0	2	0	6	0	19	6	80	1	4
29th	3	0	0	2	0	0	1	0	0	79	1	4
30th	3	0	0	1	19	6	1	0	6	78	0	10
31st	3	0	0	1	19	0	1	1	0	76	19	10
32nd	3	0	0	1	18	6	1	1	6	75	18	4
33rd	3	0	0	1	18	0	1	2	0	74	16	4
34th	3	0	0	1	17	5	1	2	7	73	13	9

Half-year.	Prescribed Half-yearly Instalment.			Apportioned thus:						Balance of Principal owing.		
				On Account of Interest at Five per Cent.			On Account of Principal.					
	£	s.	d.	£	s.	d.	£	s.	d.	£	S.	d.
35th	3	0	0	1	16	10	1	3	2	72	10	7
36th	3	0	0	1	16	3	1	3	9	71	6	10
37th	3	0	0	1	15	8	1	4	4	70	2	6
38th	3	0	0	1	15	1	1	4	11	68	17	7
39th	3	0	0	1	14	5	1	5	7	67	12	0
40th	3	0	0	1	13	10	1	6	2	66	5	10
41st	3	0	0	1	13	2	1	6	10	64	19	0
42nd	3	0	0	1	12	6	1	7	6	63	11	6
43rd	3	0	0	1	11	9	1	8	3	62	3	3
44th	3	0	0	1	11	1	1	8	11	60	14	4
45th	3	0	0	1	10	4	1	9	8	59	4	8
46th	3	0	0	1	9	7	1	10	5	57	14	3
47th	3	0	0	1	8	10	1	11	2	56	3	1
48th	3	0	0	1	8	1	1	11	11	54	11	2
49th	3	0	0	1	7	3	1	12	9	52	18	5
50th	3	0	0	1	6	6	1	13	6	51	4	11
51st	3	0	0	1	5	8	1	14	4	49	10	7
52nd	3	0	0	1	4	9	1	15	3	47	15	4
53rd	3	0	0	1	3	11	1	16	1	45	19	3
54th	3	0	0	1	3	0	1	17	0	44	2	3
55th	3	0	0	1	2	1	1	17	11	42	4	4
56th	3	0	0	1	1	1	1	18	11	40	5	5
57th	3	0	0	1	0	2	1	19	10	38	5	7
58th	3	0	0	0	19	2	2	0	10	36	4	9
59th	3	0	0	0	18	1		1	11	34	2	10
60th	3	0	0	0	17	1	2	2	11	31	19	11
61st	3	0	0	0	16	0	2	4	0	29	15	11
62nd	3	0	0	0	14	11	2	5	1	27	10	10
63rd	3	0	0	0	13	9	2	6	3	25	4	7
64th	3	0	0	0	12	7	2	7	5	22	17	2
65th	3	0	0	0	11	5	2	8	7	20	8	7
66th	3	0	0	0	10	3	2	9	9	17	18	10
67th	3	0	0	0	9	0	2	11	0	15	7	10
68th	3	0	0	0	7	8	2	12	4	12	15	6
69th	3	0	0	0	6	5	2	13	7	10	1	11
70th	3	0	0	0	5	1	2	14	11	7	7	0
71st	3	0	0	0	3	8	2	16	4	4	10	8
72nd	3	0	0	0	2	4	2	17	8	1	13	0
73rd	1	13	10	0	0	10	1	13	0			

### THIRD SCHEDULE

Section 31. 1906, No. 19, Second  
Schedule.

#### PART I

Under “The Government Advances to Settlers Act, 1908.”

#### *Mortgage Docket.*

To be registered as a memorandum of mortgage under the provisions of “The Land Transfer Act, 1908.”

Mortgagor: [A. B., of Wellington, farmer.]

Estate: [Freehold in fee-simple *or* leasehold, *as the case may be.*]

Land: [*Area and particulars.*]

Reference to title in Register of the District Land Registrar:

Mortgagee: The Government Advances to Settlers Office Superintendent.

Principal sum:

Date of advance:

Due date and amount of first prescribed half-yearly instalment:

And for the better securing to the Superintendent, as mortgagee, the payment in manner prescribed by the above-mentioned Act of the said principal sum, interest, and other moneys, I hereby mortgage to the Superintendent all my estate and interest in the said land above described.

As witness my hand as mortgagor, this            day of            , 19            .

A. B.,

Mortgagor.

Signed by the said A. B., as mortgagor, in the presence of—

C. D.,

[*Occupation and address.*]

[*Memorandum of leasehold interests, if any.*]

## PART II

Under “The Government Advances to Settlers Act, 1908.”

***Mortgage Docket.***

To be registered as a deed of conveyance of land by way of mortgage under the provisions of “The Deeds Registration Act, 1908.”

Mortgagor: [A. B., of Wellington, farmer.]

Land: [*Area and particulars.*]

Mortgagee: The Government Advances to Settlers Office Superintendent.

Principal sum:

Date of advance:

Due date and amount of first prescribed half-yearly instalment:

And for the purpose of securing to the Superintendent the payment of the aforesaid principal sum of \_\_\_\_\_, with interest and other moneys, in accordance with the provisions of this deed and of “The Government Advances to Settlers Act, 1908,” the above-named A. B. hereby conveys and assures to the Superintendent, by way of mortgage, the land above described, with all appurtenances thereto belonging.

In witness whereof the said A. B. has hereunto subscribed his name, this day of \_\_\_\_\_, 19\_\_\_\_.

A. B.,

Mortgagor.

Signed by the above-named A. B. in the presence of—

C. D.,

[*Occupation and address*].

**FOURTH SCHEDULE**

Section 34. Ibid, Third Schedule

**PART I**

Covenants to be implied in every mortgage docket on the part of the person executing the docket, his executors, administrators, and assigns, as mortgagor, in favour of the Superintendent, his successors and assigns, as mortgagee.

Firstly, that the mortgagor will pay the principal sum mentioned in the mortgage docket, with interest thereon, in accordance with the provisions of "The Government Advances to Settlers Act, 1908," and will, on the fourteenth day of February or the fourteenth day of August, whichever first occurs, next after the date of the advance as mentioned in the mortgage docket, pay the first half-yearly instalment prescribed by that Act in respect of such principal and interest.

Secondly, that the mortgagor will forthwith insure and, so long as any money remains owing on this security, will keep insured all buildings and erections for the time being situate on the said land against loss or damage by fire, in the name of the Superintendent, in their full insurable value, in the State Fire Insurance Office or other reputable insurance office to be from time to time approved by him, and will duly and punctually pay all premiums and sums of money necessary for the purpose of keeping every such insurance on foot; and will, not later than the forenoon of the day on which any premium falls due, deliver the receipt therefor to the Superintendent, who shall also be entitled to the exclusive custody of all policies of insurance.

Thirdly, that the mortgagor will from time to time, so long as any money remains owing on this security, well and substantially repair, and keep in good and substantial repair and condition, all buildings or other improvements erected and made upon the said land; and that the Superintendent may at all times be at liberty, by himself, his agents or servants, to enter upon the said land to view and inspect the said buildings and improvements.

Fourthly, that if the mortgagor fails or neglects to insure or keep insured the said buildings and erections as aforesaid, or to deliver any premium receipt as aforesaid, or to repair the said buildings and improvements, or to keep them in good and substantial repair and condition as aforesaid, then and in any such case, and as often as the same shall happen, it shall be lawful for but not obligatory on the Superintendent, at the costs and expense in all things of the mortgagor, to insure the said buildings, or any of them, in such sum as aforesaid, or in any less sum, or to pay such premium, or to repair the said buildings and improvements and keep them in good and substantial repair and condition.

Fifthly, that, in the event of the said buildings and erections or any of them being destroyed or damaged by fire, all moneys received by the Superintendent under any insurance in respect of such destruction or damage shall be applied, at his sole option, either in or towards rebuilding or repairing the buildings and erections so destroyed or damaged, or in or towards payment of the principal, interest, and other moneys for the

time being covered by this security, notwithstanding that the same or any of them may not have accrued due under the terms of these presents.

Sixthly, that all moneys expended by the Superintendent in and about effecting or keeping on foot any insurance as aforesaid, or in repairing or keeping in repair any of the said buildings and improvements as aforesaid, or in attempting to exercise or enforce any power, right, or remedy herein contained or implied in favour of the Superintendent, shall be payable to him by the mortgagor on demand, and until paid shall be charged on the said land, together with interest at the rate of five per centum per annum computed from the date or dates of such moneys being expended.

Seventhly, that the power of sale and incidental powers in that behalf conferred upon mortgagees by "The Land Transfer Act, 1908," shall be implied herein, with this modification: that they may be exercised without any notice or demand whatsoever if and whenever the mortgagor makes default for fourteen days in the full and punctual payment of any of the said prescribed half-yearly instalments or any part thereof, or of any other moneys hereby secured, in accordance with the respective covenants for payment thereof herein contained, or if and whenever the mortgagor makes default in the faithful observance and performance of any other covenant or condition on his part herein contained or implied.

Eighthly, that if and whenever the mortgagor makes any such default as in the last preceding covenant mentioned, it shall be lawful for the Superintendent to call up and compel payment of all principal, interest, and other moneys for the time being owing under this security, notwithstanding that the time or times hereinbefore appointed for the payment thereof respectively may not have arrived.

Ninthly, that the covenants, powers, and provisions implied in mortgages by "The Land Transfer Act, 1908," are modified or negatived in so far as they are inconsistent with or repugnant to these presents: And it is hereby declared that this mortgage is subject to all the provisions of "The Government Advances to Settlers Act, 1908," relating to mortgages under that Act, and that all moneys expended by the Superintendent under this covenant shall be deemed to be moneys expended by him in exercise of a power, right, or remedy within the meaning of the foregoing covenant marked "Sixthly."

## **PART II**

### ***Additional Covenant to be implied in every Mortgage Docket of Leasehold Land.***

That the mortgagor will at all times punctually pay the rent reserved by and faithfully perform and observe all the covenants and conditions contained in the lease mentioned in the mortgage docket; and that, if he fails or neglects to do so, it shall be lawful for but not obligatory on the Superintendent so to do at the cost and expense in all things of the mortgagor.

**PART III*****Additional Covenant to be implied in every Mortgage Docket of  
Agricultural Land.***

That the mortgagor will at all times cultivate and manage the mortgaged land in a skilful and proper manner and according to the rules of good husbandry.

**FIFTH SCHEDULE**  
**Under “The Government Advances to Settlers Act, 1908.”**

Section 38. 1906, No. 19, Fourth Schedule.

Memorandum of Readjustment of Loan.

Pursuant to the provisions of the above-mentioned Act, the original loan of \_\_\_\_\_, secured by the within mortgage, registered as number \_\_\_\_\_, is hereby readjusted as follows:—

Amount of fresh loan:

Date on which fresh loan is deemed to be granted:

Due date and amount of first prescribed half-yearly instalment:

In witness whereof this memorandum of readjustment has been executed by the Superintendent, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

The Government Advances to Settlers Office Superintendent.

Signed by the said Superintendent in the presence of—

[*Occupation and address*].

**SIXTH SCHEDULE**  
**Under “The Government Advances to Settlers Act, 1908.”**

Section 39. Ibid, Fifth Schedule.

Memorandum of Further Advance.

Pursuant to the provisions of the above-mentioned Act, the further advance of £  
 is hereby granted in respect of the within mortgage, registered as number , and  
 the mortgage is hereby readjusted as follows:—

	£	s.	d.
Amount of further advance			
Amount of outstanding principal owing under the mortgage			
Total amount of fresh loan			

Date on which the fresh loan is deemed to be granted:

Due date and amount of first prescribed half-yearly instalment:

In witness whereof this memorandum of further advance has been executed by A.  
 B. [*Full name, occupation, and address*] as mortgagor, and by the Superintendent as  
 mortgagee this        day of        , 19        .

A. B.,

Mortgagor

Signed by the said A. B., as mortgagor, in the presence of—

E. F.,

[*Occupation and address*].

C. D., The Government Advances to Settlers Office Superintendent.

Signed by the Superintendent as mortgagee, and sealed with his seal, in the presence  
 of—

G. H., [*Occupation and address*].

**SEVENTH SCHEDULE**  
**Scale of Valuation Fees to be paid by Applicant in any Event, and to accompany the Application.**

Section 43. 1906, No. 19. Schedule.

	£	s.	d.
On application for loan not exceeding £100	0	10	6
For loan exceeding £100 and not exceeding £250	1	1	0
For loan exceeding £250 and not exceeding £500	1	11	6
For loan exceeding £500 and not exceeding £3,000	2	2	0

## EIGHTH SCHEDULE

### Scale of Costs and Fees in respect of Mortgage (to be deducted from the Advance).

Section 43. Ibid, Seventh Schedule.  
Gazette, 1908, p. 1586.

#### *Mortgages under "The Land Transfer Act, 1908."*

Law-costs of perusing title, preparing, completing, and registering mortgage, including cash disbursements (to be deducted from the advance)

£	s.	d.
0	5	0

#### *Mortgages under "The Deeds Registration Act, 1908."*

Law-costs of perusing title, preparing, completing, and registering mortgage:—

	£	s.	d.
If the advance does not exceed £150	0	18	0
Exceeding £150 but not exceeding £250	1	0	6
Exceeding £250 but not exceeding £500	1	5	0
Exceeding £500 but not exceeding £750	1	13	0
Exceeding £750 but not exceeding £1,000	2	3	0
Exceeding £1,000 but not exceeding £1,500	2	13	0
Exceeding £1,500 but not exceeding £2,000	3	13	0
Exceeding £2,000 but not exceeding £3,000	4	13	0

In addition to the above, all cash disbursements, and also the following fees:—

Fee chargeable by solicitor not residing in registration centre for employing agent to register mortgage	0	5	0
Solicitor's charge for obtaining Land Board's consent to mortgage of leasehold land—			
If advance does not exceed £250	0	2	0
Exceeding £250	0	5	0
Fee for partial or total discharge of mortgage	0	5	0
Fee for execution of consent by Superintendent to any document	0	5	0
Fee for production of title-deeds by the Superintendent	0	5	0

The costs, charges, and fees shall in each case be deducted from the advance.