

1959/176



**THE LAND VALUATION COURT RULES 1953,
AMENDMENT NO. 1**

COBHAM, Governor-General
ORDER IN COUNCIL

At the Government House at Wellington this 4th day of November 1959

Present:

HIS EXCELLENCY THE GOVERNOR-GENERAL IN COUNCIL

PURSUANT to the Land Valuation Court Act 1948, His Excellency the Governor-General, acting by and with the advice and consent of the Executive Council, hereby makes the following rules.

R U L E S

1. These rules may be cited as the Land Valuation Court Rules 1953, Amendment No. 1, and shall be read together with and deemed part of the Land Valuation Court Rules 1953* (hereinafter referred to as the principal rules).

2. (1) The First Schedule to the principal rules is hereby amended by revoking form No. 5, and substituting the forms Nos. 5, 5A, and 5B set out in the Schedule to these rules.

(2) Rule 14 of the principal rules is hereby amended by inserting in subclause (3), after the words "form No. 5", the words "in any case to which section 29A of the Land Settlement Promotion Act 1952 does not apply, and in form No. 5A or form No. 5B, as the case may require, in any case to which that section applies".

SCHEDULE

R. 14 (3)]

L.V.C.—5

DECLARATION BY PURCHASER (or LESSEE)
(To be Used where Section 29A of Land Settlement
Promotion Act 1952 does not Apply)

In the Land Valuation Court, }
..... Registry }

In the matter of a
Between, Vendor
(or Lessor),
and, Purchaser
(or Lessee).

Declaration by Purchaser (or Lessee)

- I, of hereby solemnly and sincerely declare:
1. That I am the purchaser (or lessee) in the transaction referred to in the attached application marked ".....".
 2. That the following particulars are in all respects true and correct:
 - (a) Particulars of all farm land, as defined in the Land Settlement Promotion Act 1952, owned, leased, held, or occupied by me in fee simple or under any tenure of more than one year's duration, either severally, jointly, or in common with any other person or persons: *
 - (b) Particulars of all farm land, as so defined, in which I have any estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy: *
 - (c) Particulars of all farm land, as so defined, owned, leased, held, or occupied by each company, the members of which are less than 10 in number and of which I am or my wife (husband) is a member, in fee simple or under any tenure of more than one year's duration, either severally, jointly, or in common with any other person or persons: *
 - (d) Particulars of all farm land, as so defined, owned, leased, held, or occupied in fee simple or under any tenure of more than one year's duration by my wife (husband) either severally, jointly, or in common with any other person or persons: *
 - (e) Particulars of all farm land, as so defined, in which my wife (husband) has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy: *
 - (f) I have attained the age of 17 years.
(Or, I am under 17 years of age. Particulars of all farm land, as so defined, owned, leased, held, or occupied by my parents in fee simple or under any tenure of more than one year's duration, either severally, jointly, or in common with any other person or persons, or in which my parents have any estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy:
Father: *
Mother: *

*Give reference to section, block, district, title reference, area, tenure, Government valuation and date thereof.

SCHEDULE—*continued*

(g) [*Where the purchaser or lessee is a company the members of which are less than 10 in number, or a trustee for such a company to be incorporated*]

(1) Particulars of all farm land, as so defined, owned, leased, held, or occupied in fee simple or under any tenure of more than one year's duration by each member or intended member (as the case may be) of the company or proposed company or his wife (her husband), either severally, jointly, or in common with any other person or persons:*

(2) Particulars of all farm land, as so defined, in which each member or intended member (as the case may be) of the company or proposed company or his wife (her husband) has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy:*

(h) [*In case other farm land is owned, held, or occupied as set out in the foregoing paragraphs (a) to (g)*]

(1) The class of farming carried on, stock carried, and the production each year for the past three seasons:

(2) Why that farm land is insufficient for purchaser's or lessee's requirements:

(i) Section 29A of the Land Settlement Promotion Act 1952 does not apply to the transaction.

(j) Particulars of any estate or interest in farm land, as so defined, which since the passing of the above-mentioned Act (namely, the 16th day of October 1952) I have transferred, granted, leased, or otherwise disposed of to any person as trustee for any person or in respect of which since that date I have created any trust:*

(k) The type of farming proposed to be engaged in:

(l) My reason for desiring to acquire the property subject to the application for consent is:

(m) [*In the case of a transaction entered into after 7 October 1959 and before 31 August 1962*] I intend to reside personally on the property subject to the application for consent and personally farm it exclusively for my own use and benefit. [*If not, state who will reside thereon, how you propose to farm the property, and who will receive the benefits therefrom. In all cases where the purchaser or lessee is either a company, a body corporate other than a company, or a partnership, indicate how the conditions as to residence and as to farming the land are to be fulfilled in accordance with subsections (4), (5), or (6) (as the case may be) of section 32 of the above-mentioned Act.*]

3. That the documents attached to the said application and marked "....." are true copies of all the agreements and other documents entered into or proposed to be entered into by the parties and relating to or affecting the said transaction (including full particulars of any agreement entered into or proposed to be entered into by the parties otherwise than in writing).

*Give reference to section, block, district, title reference, area, tenure, Government valuation and date thereof.

SCHEDULE—continued

4. That with the exception of the agreements referred to in paragraph 3 hereof, no agreement whether in writing or otherwise, has been made between the parties or any of them which in any way directly or indirectly refers to or affects or is ancillary to or collateral with the transaction for which consent is applied for and no such agreement is intended to be made.

5. That the transaction for which consent is applied for has not been entered into as part of a device, plan, or scheme which is or is intended to be in contravention of Part II of the Land Settlement Promotion Act 1952.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the Oaths and Declarations Act 1957.

Declared at, this day }
of, 19..... } Signature:

.....
Justice of the Peace.

or Solicitor.

or Notary Public.

[Or other person duly authorised to take and receive statutory declarations.]

The address for service of the purchaser (or lessee) is at

NOTE—In any case where the documents attached to the application cannot be produced to the deponent at the time of his making the foregoing declaration, copies of the documents referred to in paragraph 3 of the declaration should be attached as exhibits and the declaration amended accordingly.

R. 14 (3)]

L.V.C.—5A

DECLARATION BY PURCHASER (or LESSEE)

(To be Used where Section 29A of Land Settlement Promotion Act 1952 Applies and Purchaser or Lessee is a Trustee)

In the Land Valuation Court, }
..... Registry. }

In the matter of a

Between, Vendor
(or Lessor),
and, Purchaser
(or Lessee).

Declaration on Behalf of Purchaser (or Lessee)

I, of hereby solemnly and sincerely declare:

1. That I am the purchaser (or lessee) in the transaction referred to in the attached application marked “.....”.

SCHEDULE—*continued*

2. That I am the purchaser (*or lessee*) in that transaction as a trustee under an instrument of trust, a true copy of which marked "....." is attached to the said application.

3. That the full names and ages of the beneficiaries under the trust are as follows:

4. That the following particulars are in all respects true and correct:

- (a) Particulars of all farm land, as defined in the Land Settlement Promotion Act 1952 (being an asset of the trust), owned, leased, held, or occupied by me as such trustee in fee simple or under any tenure of more than one year's duration, either severally, jointly, or in common with any other person or persons: *
- (b) Particulars of all farm land, as so defined, owned, leased, held, or occupied by each company, the members of which are less than 10 in number and of which I am as such trustee a member, in fee simple or under any tenure of more than one year's duration, either severally, jointly, or in common with any other person or persons: *
- (c) Particulars of all farm land, as so defined, owned, leased, held, or occupied in fee simple or under any tenure of more than one year's duration by any beneficiary under the trust: *
- (d) Particulars of all farm land, as so defined, in which any beneficiary under the trust has any estate or interest, whether legal or equitable and whether vested or contingent, under any other trust or under any will or intestacy: *
- (e) Particulars of all farm land, as so defined, owned, leased, held, or occupied in fee simple or under any tenure of more than one year's duration by the wife or husband of any beneficiary under the trust, either severally, jointly, or in common with any other person or persons: *
- (f) Particulars of all farm land, as so defined, in which the wife or husband of any beneficiary under the trust has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy: *
- (g) Particulars of all farm land, as so defined, owned, leased, held, or occupied in fee simple or under any tenure of more than one year's duration, either severally, jointly, or in common with any other person or persons, by a parent of any beneficiary under the trust under 17 years of age or in which a parent of any such beneficiary has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy: *
- (h) [*In case other farm land is owned, held, or occupied as set out in the foregoing paragraphs (a) to (g)*]
 - (1) The class of farming carried on, stock carried, and the production each year for the past three seasons:
 - (2) Why that farm land is insufficient for purchaser's or lessee's requirements:

*Give reference to section, block, district, title reference, area, tenure, Government valuation and date thereof.

SCHEDULE—continued

- (i) The Minister has consented to the transaction.
- (j) The type of farming proposed to be engaged in:
- (k) My reason for desiring to acquire the property subject to the application for consent is:
- (l) [*In the case of a transaction entered into after 7 October 1959 and before 31 August 1962*] The conditions as to residence and as to farming the land will be fulfilled in accordance with subsection (3A) of section 32 of the above-mentioned Act as follows:

5. That the documents attached to the said application and marked "....." are true copies of all the agreements and other documents entered into or proposed to be entered into by the parties and relating to or affecting the said transaction (including full particulars of any agreement entered into or proposed to be entered into by the parties otherwise than in writing).

6. That with the exception of the agreements referred to in paragraph 5 hereof, no agreement whether in writing or otherwise, has been made between the parties or any of them which in any way directly or indirectly refers to or affects or is ancillary to or collateral with the transaction for which consent is applied for and no such agreement is intended to be made.

7. That the transaction for which consent is applied for has not been entered into as part of a device, plan, or scheme which is or is intended to be in contravention of Part II of the Land Settlement Promotion Act 1952.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the Oaths and Declarations Act 1957.

Declared at, this day }
of, 19..... } Signature:

.....
Justice of the Peace.
or Solicitor.
or Notary Public.

[Or other person duly authorised to take and receive statutory declarations.]

The address for service of the purchaser (or lessee) is at

NOTE—In any case where the documents attached to the application cannot be produced to the deponent at the time of his making the foregoing declaration, copies of the documents referred to in paragraphs 2 and 5 of the declaration should be attached as exhibits and the declaration amended accordingly.

SCHEDULE—*continued*

R. 14 (3)]

L.V.C.—5B

DECLARATION BY PURCHASER (or LESSEE)

(To be Used where Section 29A of the Land Settlement Promotion Act 1952 Applies and Purchaser or Lessee is a Company)

In the Land Valuation Court, }
..... Registry. }

In the matter of a
Between, Vendor
(or Lessor),
and, Purchaser
(or Lessee).

Declaration on Behalf of Purchaser (or Lessee)

I, of hereby solemnly and sincerely declare:

1. That I am [*State capacity in which declaration is made, e.g., the Secretary, a Director*] of the purchaser (or lessee) in the transaction referred to in the attached application marked “.....”.

2. That the following particulars are in all respects true and correct:

- (a) Particulars of all farm land, as defined in the Land Settlement Promotion Act 1952, owned, leased, held, or occupied by the company in fee simple or under any tenure of more than one year's duration, either severally or in common with any other person or persons:*
- (b) Particulars of all farm land, as so defined, in which the company has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust or will:*
- (c) Particulars of all farm land, as so defined, owned, leased, held, or occupied by each company, the members of which are less than 10 in number and of which the purchaser (or lessee) company is a member, in fee simple or under any tenure of more than one year's duration, either severally, jointly, or in common with any other person or persons:*
- (d) Particulars of all farm land, as so defined, owned, leased, held, or occupied in fee simple or any tenure of more than one year's duration by each member of the company and his wife (her husband) either severally, jointly, or in common with any other person or persons:*
- (e) Particulars of all farm land, as so defined, in which each member of the company or his wife (her husband) has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy:*
- (f) [*Where any member of the company is under 17 years of age*] Particulars of all farm land, as so defined, owned, leased, held, or occupied in fee simple or under any tenure of more than one year's duration by the parents of each member of the company who is under 17 years of age, or in which the parents of any such member have any estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy:*

*Give reference to section, block, district, title reference, area, tenure, Government valuation and date thereof.

SCHEDULE—continued

(g) [Where any member of the company holds any shares as a trustee under any trust and any beneficiary under the trust is under the age of 17 years.]

(1) The following member(s) of the company hold(s) shares in the company as trustee(s) under a trust:

(2) A true copy of the trust instrument is attached to the said application and marked ".....".

(3) The following beneficiary (beneficiaries) under the trust was (were) under 17 years of age at the date of the transaction:

(4) Particulars of all farm land, as so defined, owned, leased, held, or occupied by any such beneficiary in fee simple or under any tenure of more than one year's duration, either severally, jointly, or in common with any other person or persons, or in which any such beneficiary has any estate or interest, whether legal or equitable and whether vested or contingent, under any other trust or under any will or intestacy:*

(5) Particulars of all farm land, as so defined, owned, leased, held, or occupied in fee simple or under any tenure of more than one year's duration by a parent of any such beneficiary, either severally, jointly, or in common with any other person or persons, or in which a parent of any such beneficiary has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy:*

(h) Particulars of any estate or interest in farm land, as so defined, which since the passing of the above-mentioned Act (namely, the 16th day of October 1952) the company has transferred, granted, leased, or otherwise disposed of to any person as trustee for any person or in respect of which since that date the company has created any trust:*

(i) [In case other farm land is owned, held, or occupied as set out in the foregoing paragraphs (a) to (g)].

(1) The class of farming carried on, stock carried, and the production each year for the past three seasons:

(2) Why that farm land is insufficient for purchaser's or lessee's requirements:

(j) The Minister has consented to the transaction.

(k) The type of farming proposed to be engaged in:

(l) The company's reason for desiring to acquire the property subject to the application for consent is:

(m) [In the case of a transaction entered into after 7 October 1959 and before 31 August 1962] The conditions as to residence and as to farming the land will be fulfilled in accordance with subsection (4) of section 32 of the above-mentioned Act as follows:

3. That the documents attached to the said application and marked "....." are true copies of all the agreements and other documents entered into or proposed to be entered into by the parties and relating to or affecting the said transaction (including full particulars of any agreement entered into or proposed to be entered into by the parties otherwise than in writing).

*Give reference to section, block, district, title reference, area, tenure, Government valuation and date thereof.

SCHEDULE—*continued*

4. That with the exception of the agreements referred to in paragraph 3 hereof, no agreement whether in writing or otherwise, has been made between the parties or any of them which in any way directly or indirectly refers to or affects or is ancillary to or collateral with the transaction for which consent is applied for and no such agreement is intended to be made.

5. That the transaction for which consent is applied for has not been entered into as part of a device, plan, or scheme which is or is intended to be in contravention of Part II of the Land Settlement Promotion Act 1952.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the Oaths and Declarations Act 1957.

Declared at, this day }
of, 19..... } Signature:

.....
Justice of the Peace.
or Solicitor.
or Notary Public.
[Or other person duly author-
ised to take and receive
statutory declarations.]

The address for service of the purchaser (or lessee) is at

NOTE—In any case where the documents attached to the application cannot be produced to the deponent at the time of his making the foregoing declaration, copies of the documents referred to in paragraphs 2 (g) (2) and 3 of the declaration should be attached as exhibits and the declaration amended accordingly.

[Not Printed]

T. J. SHERRARD,
Clerk of the Executive Council.

EXPLANATORY NOTE

This note is not part of the rules, but is intended to indicate their general effect.

These rules prescribe new forms of declaration to be used where application is made to the Land Valuation Court for its consent to a transaction under Part II of the Land Settlement Promotion Act 1952. The changes made are consequential on the provisions of the Land Settlement Promotion Amendment Act 1959.

Issued under the authority of the Regulations Act 1936.

Date of notification in *Gazette*: 5 November 1959.

These regulations are administered in the Department of Justice.