

APPENDIX IV.

POWER OF ATTORNEY.

POWER OF ATTORNEY from _____ of _____, to the _____ Soldiers' Property Board of Trustees, executed pursuant to War Regulations of 2nd April, 1917.

To all to whom these present shall come: GREETING.

WHEREAS by Order in Council made under the War Regulations Act, 1914, and its amendments, on the 2nd day of April, 1917, provision is made for the constitution and appointment of Boards of Trustees to be known as Soldiers' Property Boards of Trustees: And whereas Boards of Trustees have been appointed accordingly: And whereas by the said regulations it is further provided that any soldier within the meaning of the said regulations, whether of full age or a minor, may, by a power of attorney purporting to be executed in pursuance of those regulations, appoint any such Board of Trustees in its official name as his attorney, to exercise in respect of his property, business, or affairs, or any part thereof, in accordance with the said regulations, such powers of management, sale, lease, or disposition as may be mutually agreed on between such soldier and the said Board:

Now, therefore, I [*Name in full*], formerly of _____, in the Dominion of New Zealand [*Occupation*], being a soldier within the meaning of the said regulations, and being about to depart from New Zealand on active service beyond the seas, do hereby, in pursuance of the War Regulations hereinbefore referred to, appoint the Board of Trustees constituted and appointed pursuant to the said regulations as the [*Official title of the Board*] (hereinafter referred to as "the Trustees") to be my agent and lawful attorney for the purpose of managing as a farm my property situated at _____, in the Provincial District of _____, in the Dominion of New Zealand, and being the land [*Insert a sufficient description of the land*], subject in all respects to the conditions set forth in the regulations hereinbefore recited, and with the powers and authorities and subject to the further conditions hereinafter set forth, namely:—

1. From time to time to appoint such manager and other servants as may be necessary for the effective management of the said property (either separately or jointly with any other property, as the Trustees in their discretion may determine) and for the carrying-on of the same as a farm, and to dismiss any such manager or servant as and when the Trustees think proper.

2. To enter upon the said land or upon any part thereof when and as often as the Trustees or any one or more of them think fit; and also to order and direct all such repairs and improvements as may in the opinion of the Trustees be necessary or proper for the due maintenance of the said property, and to order and direct all such operations as may in their opinion be necessary for the effective carrying-on of the said property as a farm.

3. From time to time to sell, as and when the Trustees think proper, and either by public auction or private contract, all or any live-stock belonging to me that may now or hereafter be upon the said land, and from time to time to buy such other live-stock and such implements and appliances as the Trustees deem advisable for the purpose of carrying on the business of farming on the said land.

4. From time to time, and on such terms and conditions as the Trustees think fit, to dispose of any produce that may be upon the said land.

5. To pay all taxes, rates, charges, wages, expenses, and other outgoings whatsoever that may be from time to time payable in respect of the said property (and, where the property is managed jointly with any other property pursuant to the foregoing powers in that behalf, to pay such proportion of the expenses of management as may in the opinion of the Trustees be properly allocated to the said property), and, if in the opinion of the Trustees it is advisable so to do, to insure any buildings thereon against loss or injury by fire, and to pay the insurance premiums thereon.

6. (1.) If in the opinion of the Trustees it is advisable so to do, to sell the said land, either by public auction or private contract, on such terms and conditions as the Trustees in their discretion think proper, and either to His Majesty or to any corporation or private person.

(2.) In the event of a sale to His Majesty, to accept Government debentures in payment or in part payment therefor.

7. (1.) If in the opinion of the Trustees it is advisable so to do, to lease the said land, or any part thereof, on such terms and conditions as the Trustees think fit, but not for a longer term than _____ years.

(2.) Where the land or any part thereof is disposed of by way of lease as aforesaid, to demand and recover all rents and other charges that may from time to time be payable in respect of the demised premises, and on non-payment of any such rent or other charges to enter upon the demised premises and distrain for the same, and on receipt of any such rent or other charges to sign and deliver proper and effectual receipts for the same.

(3.) Without restricting the powers conferred by the foregoing provisions of this clause, to enter into any contract of agistment for the grazing of stock on the said land.

8. To settle, compromise, or submit to arbitration all accounts, claims, and disputes arising between me or the Trustees and any other person or persons in respect of the said land, or in respect of any business that may be carried on on that land.

9. To commence any action or other legal proceeding in any Court of justice for the recovery of any debt or other moneys that in the opinion of the Trustees may now be or may hereafter become due and payable to me.