

6. And also will at least once in every year of the said term open and keep clear the said ditches, drains, and water-courses.

7. And will also once at least in every year of the said term cut and trim on both sides all live fences fronting on the roads bounding the said demised premises.

8. And will also once at least in every year of the said term grub up, eradicate, and destroy any gorse, broom, sweetbrier, or other noxious weeds growing on the roads adjoining the said demised premises to the middle-line thereof.

9. And will also once at least in every year of the said term cut and trim all other fences on the said demised premises (including the inside of all boundary-fences), and will also grub up, eradicate, and destroy and keep the said premises free and clear of all gorse, sweetbrier, broom, twitch, rushes, Californian thistle, and noxious weeds growing on any part of the said demised premises, save gorse that is properly growing in the line of fences; and will at his own expense in every respect do all things necessary to comply with the provisions and requirements of the Noxious Weeds Act, 1908, or any statutory amendment or modification thereof, so far as the same may be applicable to the said demised premises or any part thereof, during the said term, without being entitled to any compensation in respect thereof or proportion of reasonable expenses as provided by the said Act: Provided that if the lessee fails or neglects to carry out any of the requirements of this clause, it shall be lawful for, but not obligatory upon, the lessor from time to time (without the necessity of giving or leaving any notice to the lessee, and without prejudice to all or any of the lessor's other rights hereunder), by himself, his agents or servants, into and upon the demised land and premises to enter and then and there to cut up and eradicate or remove all or any of such noxious weeds and plants, and for that purpose the lessor, his agents and servants, shall have all necessary and incidental rights and powers, and all moneys expended by the lessor for that purpose shall be payable on demand to the lessor by the lessee, with interest thereon at eight pounds per centum per annum until repayment thereof, or the same may be recovered by distress in the same manner as if the same were rent in arrear.

10. And also will forthwith erect on the boundaries of the said demised premises where no sufficient fence now exists good and sufficient fences according to the meaning of a sufficient fence in the Fencing Act, 1908.

11. And also will at all times cultivate, use, and manage all such parts of the said land as is now or hereafter broken up or converted into tillage in a proper and husbandlike manner, and will not impoverish or waste the same, but will keep the same in good heart and condition.

12. And will not remove from the said demised premises any buildings or fixtures now or hereafter to be erected thereon whether affixed to the freehold or not.

13. And also, if the lessee at any time makes default in performance of any of the covenants hereinbefore contained relating to the reparation of the said premises, it shall be lawful for the lessor or his agents (but without prejudice to the right of re-entry under the clause hereinafter contained) at all reasonable times to enter upon the said demised premises to view the state of repair, and the lessee will within one calendar month after receiving a notice in writing from the lessor or his agents to repair any portion of the said premises effect such repairs. And, further, that if the lessee makes default in effecting such repairs the lessor and his agents may enter upon the said demised premises and repair the same at the expense of the lessee, and recover the expense of such repairs by distress or otherwise as if the same had been rent in arrear reserved by these presents.

14. And that the lessee will not assign, underlet, or part with the possession of the said demised premises without the previous consent in writing of the lessor first had and obtained: Provided that such consent shall not be arbitrarily or unreasonably withheld to a respectable and solvent person.

15. Provided always, and it is hereby agreed and declared, that if the said rent hereby reserved, or any part thereof, is in arrear and unpaid on any of the days hereinbefore appointed for payment of the same (whether legally demanded or not), the lessor may immediately or at any time or times thereafter, without any notice or demand, enter and distrain on the said premises for the arrears of the said rent; and, further, that in case of the breach, non-observance, or non-performance of any covenant herein contained or implied and on the part of the lessee to be performed, other than and except the covenant to pay rent, or if the said rent or any part thereof is in arrear for twenty-one days (whether legally demanded or not), or if the lessee becomes bankrupt or insolvent within the meaning of any laws for the time being in force in New Zealand, then and in any such case it shall be lawful for the lessor to re-enter upon the said

demised premises, or any part thereof in the name of the whole, and determine the estate of the lessee both at law and in equity, without being obliged to await the expiration of any periods whatever other than the said period of twenty-one days, notwithstanding the provisions contained in the Land Transfer Act, 1908, or the Property Law Act, 1908, or any statutory amendment thereof; and thereupon this demise shall absolutely determine, without, however, releasing the lessee from liability for any such breach.

J. F. ANDREWS,
Clerk of the Executive Council.

Regulations under the Workers' Dwellings Act, 1910.

LIVERPOOL, Governor.
ORDER IN COUNCIL.

At the Government House at Wellington, this thirteenth day of July, 1914.

Present:

HIS EXCELLENCY THE GOVERNOR IN COUNCIL.

WHEREAS by section seventeen of the Workers' Dwellings Act, 1910 (hereinafter referred to as "the said Act"), it is enacted that the Governor may by Order in Council make such regulations, not inconsistent with the said Act, as may be necessary for the effectual carrying-out of that Act:

Now, therefore, His Excellency the Governor of the Dominion of New Zealand, in pursuance and exercise of the power and authority conferred upon him by the said Act, and acting by and with the advice and consent of the Executive Council of the said Dominion, doth hereby make the following additional regulations to the regulations made on the third day of March, one thousand nine hundred and eleven.

REGULATIONS.

1. The following regulation shall be added at the end of Regulation 21 made on the said 3rd day of March, 1911:—

"(4.) In lieu of making any such break as aforesaid in the continuity of the payments in respect of purchase-money, the Board shall, if the purchaser so desires, apply the amount so paid in advance in part payment of future principal and interest or principal or interest, as the case may be, spread over the whole period of the instalments, and the periodical payments shall be correspondingly reduced for the remainder of the term over which such payments shall be payable."

2. Every worker who is desirous of making a disposition of his dwelling under section 15 of the said Act shall apply in writing to the Board for its consent to the proposed disposition, and such application shall be in the form W.D. 4A in the Schedule hereto, and shall specify the particulars indicated in that form.

3. Every application for such disposition shall be accompanied by a declaration by the proposed transferee, and shall be in the form W.D. 4B in the Schedule hereto.

4. If the Board shall consent to the application, then a certificate shall be endorsed on the original agreement or lease, as the case may be, evidencing the title of the transferee to the worker's dwelling in the form W.D. 4C in the Schedule hereto.

SCHEDULE.
W.D. 4A.

APPLICATION TO TRANSFER INTEREST IN PURCHASE OR LEASE OF WORKER'S DWELLING.

To the Superintendent of Workers' Dwellings, Wellington.

I, [Name in full], of [Address], hereby apply to transfer to [Name in full], of [Address], [Occupation], my interest in the purchase or lease of the worker's dwelling situated on Section _____ Settlement, District, and I propose to sell my interest in the said worker's dwelling to him [her] for the sum of £ _____ (this sum being made up of deposit £ _____; amount paid off principal, £ _____ and improvements, £ _____), subject to the approval of the Board. My reasons for desiring to transfer are _____.

[Signature of Seller.]

[Witness to signature.]

W.D. 4B.

DECLARATION IN SUPPORT OF APPLICATION TO TRANSFER.

I, _____, do hereby declare—
(1.) That I am a worker within the meaning of the Workers' Dwellings Act, 1910.