

do hereby order and declare that the portion of Otaika Kauri-gum Reserve Extension No. 3 described in the Schedule hereto shall, from the ninth day of September, one thousand nine hundred and fifteen, cease to be subject to the Kauri-gum Industry Act, 1908.

#### SCHEDULE.

ALL that area in the Auckland Land District, situated in Block XVI, Purua Survey District, and Block IV, Tangihua Survey District, Whangarei County, containing 61 acre, more or less, being part of Otaika Kauri-gum Reserve Extension No. 3, set apart by Order in Council dated 6th July, 1901, and published in the *New Zealand Gazette* No. 67, of 11th July, 1901, page 1437. Bounded towards the north generally by a public road; towards the east generally by Allotment No. 134A, Maungatapere Parish, and Kauri-gum Lease No. 72; towards the south generally by Allotments 18 and 89 of the aforesaid parish; and towards the west by a public road: as the same is delineated on the plan marked L. and S. XXII/350, deposited in the Head Office, Department of Lands and Survey, at Wellington, and thereon edged red.

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

#### *Regulations under the Workers' Dwellings Act, 1910, as amended.*

LIVERPOOL, Governor.

#### ORDER IN COUNCIL.

At the Government House at Wellington, this sixth day of September, 1915.

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 revoke all existing regulations respecting workers' dwellings, and doth hereby make the following regulations in lieu thereof.

#### REGULATIONS.

##### APPLICATIONS FOR WORKERS' DWELLINGS.

1. EVERY application to purchase a worker's dwelling shall be in the Form W.D. 1A in the Schedule hereto, and shall specify the particulars indicated in that form.
2. Every application for a renewable lease of a worker's dwelling shall be in the Form W.D. 1B in the Schedule hereto, and shall specify the particulars indicated in that form.
3. Every application for a weekly or monthly tenancy (as the case may be) of a worker's dwelling shall be in the Form W.D. 1C in the Schedule hereto, and shall specify the particulars indicated in that form.
4. Every application for a worker's dwelling shall be accompanied by a fee of £1.
5. The declaration required by section 8 of the said Act to accompany an application in respect to a worker's dwelling shall be in the Form W.D. 1D in the Schedule hereto.
6. In disposing of applications as aforesaid in respect of workers' dwellings, applications to purchase shall be preferred to applications for lease or other tenancy; and (without limiting the preceding provisions of this regulation) the Board may give preference to those applicants who, in its opinion, are most in need of such dwellings.

##### AGREEMENTS AS TO WORKERS' DWELLINGS.

7. Where any application in respect to a worker's dwelling is approved by the Board, an agreement in respect of the same shall be executed in duplicate by the Superintendent and by the applicant.
8. Every agreement to purchase a worker's dwelling shall be in the Form W.D. 2A in the Schedule hereto.
9. Every agreement for a renewable lease of a worker's dwelling shall be in the Form W.D. 2B in the Schedule hereto.
10. Every agreement in respect of the weekly or monthly tenancy (as the case may be) of a worker's dwelling shall be in the Form W.D. 2C in the Schedule hereto.

11. Where upon the approval of an application in respect of the purchase of a worker's dwelling the terms and conditions to be contained in an agreement in respect of the same have not yet been determined, a provisional agreement may be executed (in duplicate) by the Superintendent and the applicant in the Form W.D. 2D.

In the case of an application in respect of the lease or other tenancy of a worker's dwelling, a provisional agreement may be executed in a form to the like effect, with such alterations and additions as the circumstances of the case may require.

12. If, for any reason other than that specifically authorized by the terms of any agreement in respect of a worker's dwelling, an applicant withdraws his application he shall not be entitled to a refund of his deposit or fee in respect of his purchase-money or rent; but the Board may, if it thinks fit, refund the balance of such deposit after deducting an amount not less than £1 in respect of expenses.

13. If a worker's dwelling, in respect to which an agreement to purchase has been entered into, is destroyed or damaged by fire, earthquake, tempest, or other cause, and the purchase-money has not been paid, the Board may expend such insurance-money as may be available for the purpose, pursuant to Regulation 18, in the re-erection or restoration of the dwelling; and if the occupancy of the dwelling has ceased on account of the fire, earthquake, or tempest, or other cause, the payments due under the agreement to purchase may be suspended by the Board until the dwelling has been re-erected or restored, and the currency of the agreement to purchase shall be extended accordingly. In lieu of re-erecting or restoring the dwelling the Board may, by agreement of the purchaser, cancel the agreement to purchase, refunding to him such sum as is agreed upon from the amount paid on account of principal.

14. If a worker's dwelling, in respect of which an agreement for lease or tenancy has been entered into, is destroyed or is damaged so that occupation cannot be continued, the agreement shall be deemed to be cancelled.

15. If the purchaser, lessee, or tenant permits any nuisance to exist on or about his dwelling, and fails to remove the same on receiving notice from or on behalf of the Board so to do, the Board may thereupon terminate the agreement on such terms as it thinks fit; or may, in the case of a purchaser, itself have the nuisance removed, and may recover the sum thus expended from the purchaser by such weekly, fortnightly, or monthly instalments of principal and interest (computed at 5 per cent. per annum) as it thinks fit. The amount of such instalments shall be added to the instalments payable under the agreement to purchase the dwelling, and the agreement shall, until the additional instalments aforesaid are paid, be deemed to be amended accordingly.

16. (1.) If the purchaser, lessee, or tenant of a worker's dwelling fails at any time to comply with any of the provisions of the said Act or of these regulations, or makes default in the due payment of any purchase-money or rent in respect of that dwelling, the Board may, if it thinks fit, cancel the agreement in respect of that dwelling.

(2.) The Superintendent may also, if he thinks fit, sue the purchaser, lessee, or tenant of a worker's dwelling for the recovery of any damages which may have been caused in respect of a worker's dwelling, or of a breach of the agreement made in respect thereto.

(3.) No cancellation or termination shall affect any right or remedy on the part of the Superintendent as to the recovery of instalments, interest, or rent in arrears, or shall otherwise release the purchaser, tenant, or lessee from any penalty or liability in respect to anything done or omitted to be done by him.

17. (1.) If an agreement to purchase is for any reason terminated before the purchase-money has been paid, the Board may, if it thinks fit, pay to the purchaser by way of compensation for any permanent improvements effected by him a sum not exceeding the increase in the capital value of the dwelling for the purposes of this Act by reason of those improvements.

(2.) On the termination of a lease or other tenancy of a worker's dwelling the Board may pay to the outgoing lessee or tenant, by way of compensation for improvements as aforesaid, a sum not exceeding the increase in the capital value of the dwelling for the purposes of this Act by reason of those improvements.

18. The Superintendent may, in such manner as he thinks fit, insure to the full extent of the risk of loss by fire, earthquake, tempest, or other cause every worker's dwelling in respect of which the purchase-money has not been paid by the occupant; and the purchaser, lessee, or tenant shall, with his weekly, fortnightly, or monthly payments, as the case may be, pay to the Superintendent all amounts due in respect of the insurance on his dwelling.

19. The purchaser of a worker's dwelling shall pay all rates and taxes levied on or payable in respect of his dwelling in such manner as the Superintendent may determine.