

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.

10. That if and whenever the mortgagor makes any such default as in the last preceding covenant mentioned it shall be lawful for the mortgagee 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.

11. That the covenants, powers, and provisions implied in mortgages by the Land Transfer Act, 1915, are modified or negatived in so far as they are inconsistent with or repugnant to these presents.

12. That in the case of lands held under lease or license the mortgagor will at all times punctually pay the rent or other payments reserved by, and faithfully perform and observe all the covenants and conditions contained in, the lease or license herein mentioned; and that if he fails or neglects so to do it shall be lawful but not obligatory on the mortgagee so to do at the cost and expense in all things of the mortgagor; and all moneys so expended by the mortgagee 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 5 per cent. per annum computed from the date or dates of such moneys being expended.

13. 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.

14. And it is hereby declared that this memorandum of mortgage is intended to be collateral with a certain mortgage of stock and chattels bearing even date herewith and made between the parties hereto, whereby certain stock and chattels were assigned by way of mortgage to the said mortgagee.

And for the better securing to the said mortgagee the repayment in manner aforesaid of the said principal sum and interest the mortgagor hereby mortgages to the said mortgagee all the mortgagor's estate and interest in the said land above described.

In witness whereof the mortgagor has hereto signed his name this day of , one thousand nine hundred and

Signed by the said as mortgagor in the presence of—[Name, occupation, and address of witness].

No. MORTGAGE of , situated in Mortgagor. Minister of Lands, Mortgagee.

PARTICULARS entered in the Register-book, Vol. folio , the day of , 191 , at o'clock.

District Land Registrar of the District of

RECEIVED from this day of , 191 , the sum of , being in full satisfaction and discharge of the within-written obligation.

The Minister of Lands Mortgagee.

Signed by , the Minister of Lands, in the presence of

Correct for the purposes of the Land Transfer Act. Mortgagee.

FORM No. 2.

WHEREAS I, of , in the Land District of , in the Dominion of New Zealand (hereinafter called "the grantor"), am the owner, lessee, or licensee of that piece of land being Section , Block , Survey District, in the said Land District: And whereas the grantor is the owner of the chattels and of the stock now depasturing in and being in, upon, or about the said lands now in his occupation, which said chattels and stock are more particularly described in the Schedule hereto: And whereas the Honourable the Minister of Lands for the said Dominion (hereinafter called "the grantee") has this day lent and advanced to the grantor the sum of

Now, therefore, in consideration of the said sum of so lent and advanced as aforesaid, the grantor doth hereby assign, transfer, and set over the said chattels and stock to the grantee by way of mortgage to secure the payment of the said sum of , together with all further advances,

upon the day of , 19 , with interest thereon in the meantime, and so long as the same or any part thereof remains unpaid, at the rate of pounds per centum per annum by half-yearly payments on the 1st day of January and July in each and every year.

And it is hereby witnessed and declared as follows:—

1. The grantor "will brand" all stock which during the continuance of this security shall be brought by the grantor upon the said lands, and any other stock which shall at any time hereafter belong to the grantor wherever the same may be depasturing, and also the natural increase of any of such said stock.

2. All the covenants, provisoes, agreements, powers, and provisions set forth in the Fifth Schedule to the Chattels Transfer Act, 1908, shall be implied herein, with these amendments, variations, and modifications, namely:—

(a.) That in lieu of the words "ten days" regarding unsatisfied judgments there shall be substituted the words "twenty-four hours."

(b.) No delay or omission on the part of the grantee to enforce any covenant or exercise any of the powers hereby conferred shall be taken to imply a waiver thereof, nor shall the grantee be answerable or responsible for any loss which may happen in or about the exercise by the grantee or his agent of the powers hereby conferred or any of them in the event or on the occasion or at any time hereinbefore contemplated, or at any time or on any occasion when he may reasonably be induced to believe that he is entitled to exercise the powers aforesaid.

3. This security is intended to be collateral with a certain memorandum of mortgage bearing date the day of , and made between the parties hereto.

In witness whereof the grantor has executed these presents.

THE SCHEDULE.

Particulars of Chattels.

Particulars of Stock.

Table with 7 columns: No., Description, Brand, Sex, Age, Name, Colour.

(Insert any other particulars necessary for purposes of identification.)

Signed by the said in the presence of

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

Tua-tua-moana Drainage District, County of Waipa, constituted.

LIVERPOOL, Governor.

ORDER IN COUNCIL.

At the Government Buildings at Wellington, this seventh day of March, 1916.

Present:

THE RIGHT HONOURABLE W. F. MASSEY, P.C., PRESIDING IN COUNCIL.

WHEREAS, in accordance with the provisions of the third section of the Land Drainage Act, 1908, a majority of the ratepayers in the area of land described in the Schedule hereto, situated in the County of Waipa, have presented a petition to His Excellency the Governor of the Dominion of New Zealand, praying that the said area be constituted a drainage district under the provisions of the said Act:

Now, therefore, His Excellency the Governor of the Dominion of New Zealand, in pursuance and exercise of the power and authority contained in the third section of the Land Drainage Act, 1908, and acting by and with the advice and consent of the Executive Council of the said Dominion, doth hereby constitute and declare the area of land described in the Schedule hereto to be a district for the purposes of Part I of the said Act, and to be called by the name of the "Tua-tua-moana Drainage District"; and also, in pursuance and exercise of the power and authority contained in the fourth section of the said Act, doth hereby declare that the Board of Trustees of the said district shall consist of five persons to be elected as members of the said Board, and under and in accordance with the said Act.