

stock whenever required so to do in the notice to be given under the said implied covenant.

12. The grantee shall have the full and absolute power of determining the mode and time and place of the sale and disposition of all stock, wool, produce, or other chattels subject to the provisions of these presents.

13. The grantor will not without the consent in writing of the grantee give any lien or any other security over the wool growing or to grow upon the sheep hereby assigned or for the time being subject to this security, or over any of the crops, produce, or chattels grown and raised upon or on the lands mentioned in the First Schedule hereto, or any other lands now or hereafter owned or occupied or used by the grantor, whether worked in conjunction with the scheduled lands or otherwise.

14. The grantor will from time to time when required so to do by the grantee execute and give to the grantee a lien or other security in the usual form under the statute relating to such matters for the time being in force over the wool growing or to grow upon the sheep hereby assigned or for the time being subject to this security, or over the produce or chattels mentioned in paragraph 13 hereof, or any of the same, with a view to collaterally securing the moneys intended to be hereby secured, such lien or other security to be prepared by the grantee at the expense of the grantor, and to contain such covenants, provisos, and conditions for the protection of the grantee as the grantee shall think fit.

15. The powers conferred by statute upon grantees of entering and taking possession of chattels assigned by instruments by way of security, and of shearing the wool assigned by instruments by way of security over wool, shall be exercisable by the grantee in respect of the stock, wool, and other chattels for the time being subject to this security at any time whether or not default shall have been made by the grantor in the payment of any of the moneys intended to be hereby secured, and whether or not any of the other events shall have happened upon which any of the said powers are made exercisable by statute, and the provision implied herein by statute for the retention and use by the grantor of the chattels assigned by these presents is hereby modified accordingly.

16. If and whenever the grantee shall become entitled to exercise the power of sale herein implied the grantee may at any time and from time to time at the expense in all things of the grantor remove the stock and chattels hereby assigned or any of them to such place or places as the grantee may deem most convenient for the purpose of any sale or resale in exercise of the said power of sale.

17. Nothing herein contained shall be deemed to oblige the grantee to make any further advances.

18. 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.

19. This security and the security or securities mentioned in the Second Schedule hereto are held by the grantee as collateral securities for the moneys or some part of the moneys expressed or intended to be hereby secured.

20. All the covenants, provisos, agreements, and powers directed by statute to be implied either in instruments generally or in instruments by way of security or in instruments by way of security over stock shall be implied herein, modified only so far as the same or any of them are modified by these presents either expressly or by necessary implication.

And this deed further witnesseth that the grantor do hereby irrevocably while any moneys shall remain owing on the security of these presents nominate, constitute, and appoint the Commissioner of Crown Lands for the time being for the Land District of _____, or the person who shall for the time being be acting as Commissioner of Crown Lands for the said district, to be the attorney of the grantor for and in the name or otherwise on behalf of the grantor to do, execute, and perform all and every act, matter, deed, and thing which shall or may be deemed necessary or expedient for more fully and perfectly transferring, assigning, and assuring unto the grantee or to any purchaser from the grantee under the power of sale herein implied all and singular the stock, chattels, brands, wool, and premises or any of them hereby assigned or assured or expressed so to be or intended to be included in this security, or the stock, chattels, wool, and premises reduced into possession by the grantee pursuant to the power in that behalf herein expressed or implied, or for carrying into effect the covenant for further assurance on the part of the grantor herein implied, or for carrying into effect the covenant to

execute and give to the grantee a lien or security over wool or other produce or chattels when so required by the grantee.

And this deed further witnesseth as follows:—

21. The grantor hereby appoints the grantee as agent of the grantor to effect all sales of sheep, cattle, horses, wool, or produce which the grantor desires to sell, and the grantor shall not sell any of such sheep, cattle, horses, wool, or produce other than through the agency of the grantee unless with the written consent first obtained of the grantee.

22. The grantee shall be entitled in effecting such sales as aforesaid to employ such firms, persons, or agents as he may in his discretion think fit, and to pay all commissions, charges, and expenses incurred in connection with such sales, and to deduct the same out of the proceeds of such sales.

23. The grantee shall receive all proceeds of such sales as aforesaid, and shall credit the grantor with the balance of the proceeds of such sales (if any) after payment of all expenses incurred in the current account, but it shall be entirely in the discretion of the grantee whether any of such proceeds shall be readvanced to the grantor. Provided always that the grantee may in his absolute and uncontrolled discretion pay such portion of such proceeds as he thinks fit to the grantor, and such payment shall not be treated as an advance or readvance, and repayment of such sum shall not require to be made by the grantor nor shall it be secured by these presents. Provided further that in such case the grantee will on making such payment state in writing to the grantor that such sum is not to be deemed to be an advance or readvance and repayment of the same is not secured by these presents.

24. All powers and duties conferred by these presents upon the grantee or directed or implied by statute shall (on behalf of the grantee) be exercisable and may be performed in his own name by the Commissioner of Crown Lands for the time being for the _____ Land District.

In witness whereof the grantor has hereunto subscribed his name this _____ day of _____, one thousand nine hundred and _____.

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO.

The sheep, cattle, horses, implements, and other chattels of the grantor now in or upon or used by the grantor in connection with the farming, grazing, and working of _____

The particulars of the said sheep, cattle, horses, implements, and other chattels are as follows:—

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO.

Date.	Name of Parties.	Nature of Security.	Amount secured.

Signed by the above-named _____ in the presence of _____
 F. D. THOMSON,
 Acting Clerk of the Executive Council.

Consenting to stopping a Road in Block VII, Puniu Survey District, Waipa County.

LIVERPOOL, Governor-General.
 ORDER IN COUNCIL.

At the Government House at Wellington, this fifteenth day of October, 1917.

Present:

HIS EXCELLENCY THE GOVERNOR-GENERAL IN COUNCIL.

WHEREAS by section one hundred and thirty-three (a) of the Public Works Act, 1908, it is enacted that a local authority shall not declare any county road or district road to be stopped until the consent thereto of the Governor-General, by Order in Council gazetted, is obtained:

And whereas the Waipa County Council has applied for such consent in respect of the road described in the Schedule hereto:

Now, therefore, in pursuance and exercise of the above-in-part-recited Act, and of all other powers in anywise