

case will admit of, and as shall be consistent with the due performance of the several covenants and conditions herein contained.

7. The company shall also, if required by the Minister, within six months after the expiration or sooner determination of the said term, at the expense of the said company, fill up, level, or substantially cover in or fence all pits, shafts, or other open places or works as shall have been made or used by the company under or by virtue of these presents.

8. The company shall also, within the time last aforesaid, and at the like expense, whenever so required by the Minister, clear such portions of the foreshore as have been broken up, taken, covered, or used by the company under or by virtue of these presents, as it shall by the Minister be required to clear, and shall restore the surface of the said foreshore to its original state, or as near thereto as reasonably may be or be required as aforesaid.

9. The company shall also keep in good and substantial repair all fences and erections made or erected under or by virtue of the covenants and conditions herein contained or implied, or any of them.

10. If before the expiration of the term hereby granted the company should find it unprofitable to work the iron sand for the extraction of iron upon the said foreshore, and should be desirous of surrendering these presents, then, upon payment of the rent hereby reserved up to the end of the then current year of the said term, and upon observance of the several covenants, conditions, and agreements herein contained or implied, it shall be lawful for the company to surrender the license hereby granted, and the term and interest of the company in the foreshore and premises hereby demised or intended so to be, and upon acceptance of such surrender such term and interest shall absolutely cease and determine.

11. If and whenever the rent hereinbefore reserved, or any part thereof respectively, shall be in arrear or unpaid for the space of three calendar months, whether the same shall have been legally demanded or not, or if and whenever there shall be a breach or non-observance of any of the covenants, conditions, or agreements by or on the part of the company herein contained or implied, the Minister, or any person appointed on his behalf, may re-enter upon the said demised premises or any part thereof in the name of the whole, and thereupon the said term of years hereby granted shall absolutely cease and determine, anything hereinbefore contained to the contrary notwithstanding, without prejudice nevertheless to the recovery of any rent then due or payable, or to any right of distress that may have arisen under these presents prior to such re-entry, or to the liability of the company to perform and observe, or to the right of the Minister to enforce, the performance and observance of every or any covenant, condition, or stipulation herein contained or implied and which ought to be performed or observed by the company.

12. It is hereby agreed and declared that at the expiration or other sooner determination of the term hereby granted, the company having paid all the rent hereby reserved, and having observed and performed all the covenants, provisions, and conditions herein contained or implied, and on the company's part to be paid, observed, or performed, shall be entitled to remove from the said foreshore all plant and machinery belonging to the said company, and all buildings erected by it and then standing and being thereon, provided the same be removed within ninety days after the expiration or sooner determination of the said term.

13. And it is hereby further declared that whenever in these presents any power is to be exercised, or any notice given, or act or thing done or performed by the Minister, it shall be sufficient if such power is exercised, notice given, or act or thing done by some one acting by or under the direction of the Minister.

F. D. THOMSON,  
Clerk of the Executive Council.

*Omarunui Drainage District, County of Hawke's Bay,  
constituted*

JELlicoe, Governor-General.

ORDER IN COUNCIL.

At the Government Buildings at Wellington, this 8th day of June, 1922.

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 petition was presented to His Excellency the Governor-General of the Dominion of New Zealand by a majority

of the ratepayers in the area described therein situated in the County of Hawke's Bay, praying that the said area be constituted a drainage district under the provisions of the said Act :

Now, therefore, His Excellency the Governor-General 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 "Omarunui 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.

SCHEDULE.

OMARUNUI DRAINAGE DISTRICT.

ALL that area in the Hawke's Bay Land District bounded as follows: Commencing at a point on the eastern side of the Omaha-Puketapu Road, being the south-western corner of Lot 10, Omaha 3B Block; thence bounded on the south-east by the south-eastern boundary of the said Lot 10 and its production to a point 100 links to the east of the Repokai to Rotoroa Stream; thence generally on the east by a line 100 links to the east of the Repokai to Rotoroa Stream to the north-west boundary of Lot 15, part of Section 9, Omarunui Block; thence again on the east by the west side of closed road and lines along the foot of hills through part Lot 10, Omarunui Block; thence again on the east by the west side of closed road through Lots 10, 13, 12, 11, 9, and 8, part Omarunui Block, to the Omaha-Puketapu Road; thence again on the east by the western side of Omaha-Puketapu Road to the southern boundary of Section 12, Omarunui Block; again on the east by the west side of closed road through Section 12, Omarunui Block, and Lots 2 and 1, part Section 12, Omarunui Block, to the intersection with foot of hills; thence again on the east by a line along the foot of the hills through Lot 1, part Section 12, Omarunui Block, to the intersection with the north boundary of the said Lot 1; thence on the north by the northern boundary of the said Lot 1, part of Section 12, and Section 12, Omarunui Block, to the north-western corner of the said Section 12; thence generally on the west, north, east, and north by Sub-division 1c 5, Moteo Hapua-te-Pirau Block; thence again on the west by the east side of a public road 4236 links to the foot of the hills; thence on the west, north, and east by lines along the foot of the hills through Lot 21, part Pirau No. 1 Block, to their intersection with the public road; thence on the north by the southern side of the said public road 2671 links to the east boundary of Lot 20, part Pirau No. 1 Block; thence again on the west and south-west by the east and north-east boundaries of said Lot 20 to its intersection with foot of the hills; thence again on the west by lines along the foot of the hills through Lots 20 and 22, Pirau Nos. 1 and 3 Blocks; thence again on the west by the east side of public road through Lots 21, 20, 19, and 18, part Omaha 3B Block; thence again on the west by lines along the foot of the hills through Lot 17 and Lot 2 of 16, Omaha 3B Block; thence towards the south by the southern boundary of said Lot 2 and a line across the Omaha-Puketapu Road to the point of commencement.

F. D. THOMSON,  
Clerk of the Executive Council.

*Prescribing the Rate of Interest that may be paid by the Hauraki Plains County Council in respect of £10,000, being Part of a Loan of £30,600 authorized to be raised for the Purchase of Land, Erection of County Chambers, Purchase of Furniture therefor, Machinery, Plant, and Purchase of Quarries, Quarry-sites, Machinery, and other Equipment therefor.*

JELlicoe, Governor-General.

ORDER IN COUNCIL.

At the Government Buildings at Wellington, this 8th day of June, 1922.

Present :

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

WHEREAS section eleven of the Finance Act, 1921, as amended by section six of the Local Bodies' Loans Amendment Act, 1921, provides that, notwithstanding anything to the contrary in any Act or in any rule of law, where a local authority or public body has been authorized before