

6. That in the event of the said buildings and erections or any of them being destroyed or damaged by fire all moneys received by the mortgagee under any insurance in respect of such destruction or damage shall (subject to the rights of any prior mortgagee under a mortgage registered against the said land taking effect in priority to this security) be applied at his sole option either in or towards rebuilding or repairing the buildings and erections so destroyed or damaged, or in or towards payment of the principal, interest, and other moneys for the time being covered by this security, notwithstanding that the same or any of them may not have accrued due under the terms of these presents.

7. That all moneys expended by the mortgagee in and about effecting or keeping on foot any insurance as aforesaid, or in repairing or keeping in repair any of the said buildings and improvements as aforesaid, or in attempting to exercise or enforce any power, right, or remedy herein contained or implied in favour of 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 seven pounds per centum per annum computed from the date or dates of such moneys being expended.

8. That the power of sale and incidental powers in that behalf conferred upon mortgagees by the Property Law Act, 1908, shall be implied herein with this modification: That the said powers may be exercised without any notice or demand whatsoever if and whenever the mortgagor makes default for fourteen days in the full and punctual payment of any moneys hereby secured, or the interest thereon, in accordance with the respective covenants for payment thereof herein 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.

9. 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.

10. That the covenants, powers, and provisions implied in mortgages by the Property Law Act, 1908, are modified or negated in so far as they are inconsistent with or repugnant to these presents.

11. 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 for 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 seven pounds per centum per annum computed from the date or dates of such moneys being expended.

12. 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.

13. That the mortgagor will duly and regularly pay, perform, observe, and keep all moneys, covenants, conditions, and agreements in the said prior mortgage set forth in the Second Schedule hereto, and on the part of the mortgagor to be paid, performed, observed, and kept.

14. And it is hereby declared that this deed 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.

15. That upon the conveyance, otherwise than pursuant to the will or on the intestacy of the mortgagor of the lands hereby mortgaged, or of the whole or any part of the mortgagor's interest therein all principal moneys hereby secured shall become immediately due and payable to the mortgagee.

In witness whereof the mortgagor has hereunto signed his name the day and year first before written.

THE FIRST SCHEDULE BEFORE REFERRED TO.

THE SECOND SCHEDULE BEFORE REFERRED TO.

Signed by the said _____ in the presence of—

Witness:
Occupation:
Address:

THIRD SCHEDULE.

SCALE OF COSTS AND FEES FOR INSTRUMENTS BY WAY OF SECURITY.

LAW-COSTS of searching Chattels Register-book, and of preparing, completing, and registering instrument by way of security (exclusive of cash disbursements)—

For advance not exceeding £250: £1 1s.

For advance exceeding £250 but not exceeding £500: £1 17s. 6d.

C. A. JEFFERY,
Acting Clerk of the Executive Council.

Fixing Sittings of the Court of Appeal.

JELLCOE, Governor-General.

ORDER IN COUNCIL.

At the Government Buildings at Wellington, this 19th day of December, 1922.

Present:

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

WHEREAS by the Judicature Amendment Act, 1913, it is enacted that the Court of Appeal shall hold its sittings at such times and places as are from time to time appointed by the Governor-General in Council and notified in the *Gazette* twenty-one days at least before the times so fixed respectively: And shall determine the division by which such sittings shall be held:

Now, therefore, His Excellency the Governor-General of the Dominion of New Zealand, acting by and with the advice and consent of the Executive Council of the said Dominion, doth hereby appoint and declare that sittings of the Court of Appeal of New Zealand shall be held within the Supreme Court House, in the City of Wellington, upon the following days at eleven o'clock in the forenoon, and doth hereby determine that such sittings shall be held by the respective divisions of the said Court as are shown hereunder:—

Monday, the nineteenth day of March, one thousand nine hundred and twenty-three: By the Second Division of the said Court.

Monday, the second day of July, one thousand nine hundred and twenty-three: By the First Division of the said Court.

Monday, the first day of October, one thousand nine hundred and twenty-three: By the Second Division of the said Court.

C. A. JEFFERY,
Acting Clerk of the Executive Council.

Recreation Reserve in North Auckland Land District brought under Part II of the Public Reserves and Domains Act, 1908.

JELLCOE, Governor-General.

ORDER IN COUNCIL.

At the Government Buildings at Wellington, this 19th day of December, 1922.

Present:

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

BY virtue of the powers and authorities vested in me by the twenty-sixth section of the Public Reserves and Domains Act, 1908, I, John Rushworth, Viscount Jellicoe, Governor-General of the Dominion of New Zealand, by and with the advice and consent of the Executive Council of the said Dominion, do hereby order and declare that the reserve for recreation in the North Auckland Land District described in the Schedule hereto shall be and the same is hereby brought under the operation of and declared to be subject to the provisions of Part II of the said Act; and such reserve shall hereafter be known as the Wainokinoki Domain, and be managed, administered, and dealt with as a public domain.

SCHEDULE.

NORTH AUCKLAND LAND DISTRICT.—WAINOKINOKI DOMAIN.
SECTION 20, Block XIV, Takahue Survey District: Area, 11 acres 2 roods 26 perches.

C. A. JEFFERY,
Acting Clerk of the Executive Council.