

12. That the mortgagor will duly and regularly pay, perform, observe, and keep all moneys, covenants, conditions, and agreements in the said memorandum of mortgage No. (prior mortgages), and on the part of the mortgagor to be paid, performed, observed, and kept, and that if he/they fail or neglect 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 per centum per annum computed from the date or dates of such moneys being expended and in the meantime such sums of money with interest thereon at the rate aforesaid shall be added to the sum expressed to be hereby secured.

13. That the power of sale and incidental powers in that behalf conferred upon mortgagees by the Land Transfer Act, 1915, shall be implied herein, with this modification: That they may be exercised without any notice or demand whatsoever if and whenever the mortgagor make 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 make default in the faithful observance and performance of any other covenant or condition on his/their part herein contained or implied.

14. And it is hereby declared that this memorandum of mortgage is intended to be collateral to 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 the mortgagor will not fell, cut, lop, burn, or destroy or remove, or permit or contract for the felling, cutting, lopping, burning, destroying, or removing of any bush, timber, or timber-like trees now or at any time during the continuance of this security standing or growing upon the said land, without the previous written consent of the mortgagee, and so far as such consent may authorize: Provided always—

- (a) That such consent may be given upon condition that all or any proceeds of the operations consented to shall be receivable by the mortgagee on account of the moneys hereby secured, and/or that the mortgagee be a party to any contract affecting such operations or providing for the removal or disposal of any such bush, timber, or timber-like trees or the produce thereof;
- (b) That the receipt by the mortgagee of any such proceeds or the joinder of the mortgagee in any such contract shall not be deemed to render the mortgagor liable to account as a mortgagee in possession;
- (c) That if the mortgagee is a party to any such contract it shall not be obligatory upon the mortgagee to enforce or exercise any rights or powers thereby conferred on the mortgagee, or to take any steps or proceedings under such contract, unless the mortgagor shall think fit, and the mortgagee shall not be liable for any loss occasioned by delay or omission in any such respect, nor shall such delay or omission prejudice this security;
- (d) That nothing contained in this clause shall prevent the mortgagor without the necessity of any consent from felling and cutting such bush, timber, or timber-like trees as may be necessary to provide to a reasonable extent timber or other wood for use upon the said land for any agricultural, pastoral, household, road-making, fencing, or building purpose or other purpose of farming or husbandry.

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

17. That upon the transfer 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 interest therein all principal moneys due hereunder shall become immediately due and payable to the mortgagee.

It is hereby agreed and declared that any entry on the said land above described by or on behalf of the mortgagee under the powers in that behalf contained or implied in the said collateral mortgage of stock and chattels for all or any of the purposes therein authorized shall not be deemed to be an entry into possession of the said land under the powers in that behalf herein contained or implied.

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

In witness whereof the mortgagor has/have hereto signed his/their name this day of , 19 .

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

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

(L. and S. 13/25.)

Licensing the Te Aroha-Thames Valley Co-operative Dairy Company, Limited, to use and occupy a Part of the Foreshore at Te Aroha, Waihou River, as a Site for a Shipping-jetty.

BLEDISLOE, Governor-General.

By his Deputy,

MICHAEL MYERS.

ORDER IN COUNCIL.

At the Government House at Wellington, this 24th day of April, 1933.

Present:

HIS EXCELLENCY THE GOVERNOR-GENERAL IN COUNCIL.

WHEREAS there being no Harbour Board empowered to grant the license hereinafter mentioned under the Harbours Act, 1923 (hereinafter called "the said Act"), the Te Aroha-Thames Valley Co-operative Dairy Company, Limited, of Te Aroha (hereinafter called "the company," in which term is to be construed, unless the context requires a different construction, its successors or assigns), has applied to the Governor-General in Council for a license under the said Act to occupy a part of the foreshore and land below low-water mark at Te Aroha, Waihou River, in order to construct a shipping-jetty thereon, and in accordance with the one hundred and seventy-first section of the said Act, has deposited plans in the office of the Marine Department at Wellington, marked M.D. 7126, showing the area of foreshore intended to be occupied:

And whereas it has been made to appear that the said shipping-jetty will not be or tend to the injury of navigation, and it is expedient that a license should be granted to the company under the said Act for the purpose aforesaid:

Now, therefore, His Excellency the Governor-General of the Dominion of New Zealand, in pursuance and exercise of the power and authority vested in him by the said Act, and of all other powers and authorities enabling him in that behalf, and acting by and with the advice and consent of the Executive Council of the said Dominion, doth hereby approve of the purpose or object for which the said license is required by the company as aforesaid; and, in further pursuance and exercise of the said power and authority, and with the like advice and consent as aforesaid, doth hereby license and permit the company to use and occupy that part of the foreshore, and land below low-water mark immediately contiguous thereto, which is particularly shown and delineated on the plans so deposited as aforesaid, for the purpose of using the shipping-jetty aforesaid in connection therewith, such license to be held and enjoyed by the company upon and subject to the terms and conditions set forth in the Schedule hereto.

SCHEDULE.

1. In these conditions the terms—

"Foreshore" means such parts of the bed, shore, or banks of a tidal water as are covered and uncovered by the flow and ebb of the tide at ordinary spring tides:

"Low-water mark" means low-water mark at ordinary spring tides:

"Minister" means the Minister of Marine as defined by the Shipping and Seamen Act, 1908, and includes any officer, person, or authority acting by or under the direction of such Minister.

2. The concessions and privileges conferred by this Order in Council shall extend and apply only to the part of the foreshore and land below low-water mark adjacent thereto necessary for the maintenance of the said shipping-jetty at the site shown on the plans marked M.D. 7126.

3. In consideration of the concessions and privileges granted by this Order in Council, the company shall pay to the Minister the sum of £2 10s., and thereafter an annual sum of £2 10s. in advance, payable on the 1st day of April in each year, the first of such payments to be made on the company being supplied with a copy of this Order in Council.

4. All persons shall at all reasonable times, and upon payment of the proper dues, have free and full liberty to use the said shipping-jetty, and all rights of ingress and egress thereon and therefrom.

5. His Majesty or the Governor-General, and all persons in the Government service acting in the execution of their duties, shall, at all times, have free ingress, passage, and egress into, through, over, and out of the said shipping-jetty without payment.

6. The company shall maintain the above-mentioned shipping-jetty in good order and repair, and shall at all times exhibit therefrom and maintain at the company's own cost, suitable and necessary lights for the guidance of vessels: Provided that no light shall be exhibited until after it has been approved by the Minister.

7. Any person authorized by the Minister may, at all reasonable times, enter upon the said shipping-jetty and view the state of repair thereof; and upon such Minister leaving at or posting to the last-known registered office of the company in New Zealand a notice in writing of any defect or want of repair in such shipping-jetty, requiring the company within a