

(iv) *Part Delivery*—Where the selling member has part of the securities available, he may make a part delivery provided the part delivery:

- (a) is a marketable parcel; or
- (b) is such other quantity as the buying member agrees to accept; and
- (c) is accompanied by a delivery slip marked "Under Notice—Part Delivery" and sets out full details of the contract, the quantity, and amount of the part delivery and the balance of securities and the amount still outstanding; and
- (d) is made on or before the fifth business day after the giving of the notice.

(v) *Notice in Succession*—The selling broker may give notice in succession in terms of the foregoing paragraphs of this rule to any other broker whether or not a member of the same Exchange either as to all or as to part of the securities in the original notice, and any broker receiving such a notice in succession shall have a similar right. A notice in succession shall state the name of the broker first giving notice and shall operate as direct notice from that broker to the selling broker named in each notice in succession to the extent that a further notice in succession is not given. Every giver of a notice in succession shall forthwith send a copy of such notice to his Exchange, to the Exchange of the recipient and to the broker first giving notice.

(vi) *Buying in*—Where any broker receives notice and fails to give notice in succession to another broker as to all of the securities in the first notice, the Chairman of the first-named broker's Exchange may buy against such broker the securities in respect of which such broker has not given notice in succession on the sixth business day after the giving of the first notice.

(vii) *Advice of delivery*—Where the seller makes delivery in part or in whole before the Chairman has bought in in accordance with paragraph (vi) of this rule, he shall advise the Chairman accordingly and such advice shall be deemed to cancel the notice to the extent of the delivery made.

(viii) *Penalties*—A member giving, under paragraphs (v) or (vi) of this rule, notice or advice which is false in any material particular shall be liable to a fine not exceeding \$200.

(ix) *Delivery*—When a chairman buys in in accordance with paragraph (vi) of this rule, he shall advise the ultimate buyer of such fact and upon the further advice from the Chairman that the documents concerned have been delivered the ultimate buyer will forthwith tender to the Chairman the consideration of the transaction from which the notice arose or such proportion of such transaction as is applicable and upon receipt of such consideration the Chairman will forward the appropriate documents.

(x) *Settlement*—Upon receipt of the moneys as aforesaid the Chairman receiving the same shall as far as they will extend use the same in adjustment of differences. For this purpose, such Chairman shall obtain and shall be entitled to demand the necessary information from any Exchange of which members are concerned in the transaction. All moneys available from time to time shall be distributed rateably to those members thereto entitled.

(xi) *Deficiency*—If the moneys received are deficient for this purpose the Chairman shall demand from the seller ultimately named the deficiency and to the extent to which moneys are so recovered, distribute the same to adjust the difference between brokers connected with the transaction.

(xii) *Surplus*—Any surplus after adjustment of differences and payment of the Chairman's expenses in connection with the transaction shall be the property of the original seller.

(xiii) *Buying in Separate Lots*—The Chairman purchasing securities as aforesaid may purchase in one or more lots at such time or times as he thinks fit.

(xiv) *No Relief From Liability*—Nothing in this rule shall relieve any member from the liability to the member with whom he has immediately contracted, save in so far as such liability is satisfied by the adjustment of differences and save as provided in paragraph (xvii) hereof.

(xv) *No Delivery After Chairman Buys*—If the Chairman has bought in in accordance with this rule in whole or in part, then the original seller shall not be entitled to deliver save to the extent that the chairman has not bought in.

(xvi) *Time Limit*—If the chairman required to buy in by this rule has not bought in at the expiration of 3 days from the date first upon which he is to buy in, the ultimate buyer may require the President of the Association to fix a cash price as the basis for settlement of the transaction. In that

case the Chairman shall adjust the transaction between all parties with money demanded from the original seller in a like manner to the adjustment where such chairman actually buys in.

(xvii) *Transaction Cancelled*—Where the provisions of paragraph (xvi) have been invoked, the transactions shall be deemed to have been cancelled and such cancellation shall be operative as between all members in the transaction.

120. On the first business day of no more than 2 months in each calendar year, it shall be mandatory for all members to give notice in accordance with rule 119 (i) in respect to all deliveries which have been outstanding for more than 1 month. For the purpose aforesaid, the President shall nominate the month or months in each calendar year and members will be given at least 10 business days' notice of any day so fixed.

Approved in Council:

P. G. MILLEN, Clerk of the Executive Council.

(Leg. 26/2/16 (6))

*Exempting Land in Otago Land District From the Operation of Part III of the Coal Mines Act 1925*

DENIS BLUNDELL, Governor-General

PURSUANT to section 171 of the Coal Mines Act 1925, I, Sir Edward Denis Blundell, the Governor-General of New Zealand, do hereby exempt the land described in the Schedule hereto from the operation of Part III of the said Act.

SCHEDULE

BOROUGH OF KAITANGATA

Lot 1, D.P. 8875, being part Section 4, Block XXXI, Town of Kaitangata: area, 390 square metres, more or less. All certificate of title, Volume 396, folio 274.

Save and excepting for Her Majesty the Queen all seams or beds of coal and all other minerals and metals, and reserving to Her Majesty the Queen and all persons legally entitled to work the said coal, minerals, and metals, a right of ingress, egress, and regress under the said land.

As witness the hand of His Excellency the Governor-General this 3rd day of October 1973.

F. M. COLMAN, Minister of Mines.

(Mines 11/47/8)

*Exempting Land in South Auckland Land District from the Operation of Part III of the Coal Mines Act 1925*

DENIS BLUNDELL, Governor-General

PURSUANT to section 171 of the Coal Mines Act 1925, I, Sir Edward Denis Blundell, the Governor-General of New Zealand, do hereby exempt the land described in the Schedules hereto from the operation of Part III of the said Act.

FIRST SCHEDULE

Area m <sup>2</sup>	
731	Part Allotment 64, Pepepe Parish.
(0 a 0 r 28.9 p)	
3,743	Part Lot 1, D.P. 15542, being part Allotment
(0 a 3 r 28 p)	150, Pepepe Parish.
2,984	Part Lot 2, D.P. 15542, being part Allotment
(0 a 2 r 38 p)	150, Pepepe Parish.
7,031	Part Allotment 144, Pepepe Parish.
(1 a 2 r 38 p)	
3,773	Part Lot 4, D.P. 15539, being part Allotment
(0 a 3 r 29.2 p)	152, Pepepe Parish.
3,599	Part Lot 3, D.P. 15539, being part Allotment
(0 a 3 r 22.3 p)	152, Pepepe Parish.
4,223	Part Lot 2, D.P. 15539, being part Allotment
(1 a 0 r 7 p)	152, Pepepe Parish.
2,516	Part Lot 1, D.P. 15539, being part Allotment
(0 a 2 r 19.5 p)	152, Pepepe Parish.
ha	
1.4687	Part Allotment 151, Pepepe Parish.
(3 a 2 r 20.7 p)	
m <sup>2</sup>	
159	Part Allotment 85, Pepepe Parish.
(0 a 0 r 6.3 p)	

As the same are more particularly defined on S.O. Plan 24194, and situated in Block XIV, Rangiriri Survey District, and being the surface together with the subsoil above a plane 100 ft below and approximately parallel to the surface, and being part of the land comprised in certificate of title 673, folio 130.