

such increased installation or installations at the rental hereinafter stated, calculated in the manner set forth in paragraph 12.

6. The company shall not, without the consent of the borough, supply electric energy to any person or persons, company or companies, within the area comprised in Blocks 5 and 9, Whangarei Survey District, and 8 and 12, Purua Survey District, and the Township of Grahamtown, or any works, institutions, or place under the control of the borough.

7. The company shall deliver electrical energy to a suitable place within the Borough of Whangarei as selected by the borough, and shall supply such electrical energy in usable form suitable to the requirements of the borough.

8. The supply of electrical energy by the company shall be made to the borough subject to and while the license issued to the company under the Public Works Act, 1908, shall exist and remain in force.

9. The borough shall have power to examine the books of the company for the purpose of ascertaining costs of construction, maintenance, repairs, and working-expenses in connection with the generation and transmission and costs of sub-station, and generally the basis upon which the capital cost is ascertained.

10. The borough and the company reserve to themselves the right to call to their assistance expert advice to settle technical points and matters when drawing up the final agreement when actually taking power from the company.

11. This agreement is merely a preliminary agreement as a basis of terms of supply and taking of electrical energy to the borough.

12. The borough shall pay to the company for all electrical energy supplied to it a price or sum calculated to give to the company, in regard to the said electrical works, a return or refund to the company of:—

- (1.) All working-expenses, including in same all claims for compensation (if any), and all wages and salaries, and costs of repairs and maintenance exclusively for working the plant referred to in the definition of capital cost as hereinafter defined.
- (2.) Interest at the rate of 5 per cent. on capital cost as hereinafter defined.
- (3.) Depreciation on original value of plant in capital cost as hereinafter defined calculated at the rate of 5 per cent.
- (4.) Ten per cent. on capital cost as hereinafter defined.

Capital cost is herein defined to mean and include the cost of erection and installation of the generating plant and power-house transmission-line to sub-station within the borough and the sub-station and plant therein. The price or sum to be paid by the borough shall be such proportion of the charges mentioned in subparagraphs 1, 2, 3, and 4 of this clause as the hydro-electric power used by the borough bears to the hydro-electric power used by the company and its other customers, provided that such price or sum to be paid by the borough shall in no case exceed £9 per horse-power per annum.

13. In the event of the company, on account of strikes, lock-outs, breakdowns in machinery, or other unavoidable cause ceasing during any period to use part or whole of their electrical power, then the company shall be presumed, for the purposes of assessing the borough's proportion of capital cost, to have used during such period the amount of power they would have used but for such strikes, lock-outs, or breakdowns.

14. That the borough shall be entitled to sell electrical power to any consumer, either within or without the borough area, provided that in selling such power without the borough area the borough shall not sell such power to any consumer who may be in the same industry as the company, without the consent of the company.

15. The borough shall pay to the company quarterly in every year, or within twenty-eight days respectively thereafter (and upon the receipt of an account therefor), for all electrical power supplied to them by the company.

16. At the termination of the said license or any renewal or renewals thereof, and upon giving one year's previous notice in writing of its intention so to do, the borough may renew the within agreement for a further term of any renewed license granted to the company, but the price and terms of the supply for such further term shall be fixed by arbitration as hereinafter provided for.

17. In the event of the company at any time during the currency of the said license desiring to abandon same, the company shall give the borough twelve months' notice in writing of its intention so to do, and the company shall, one year prior to the determination of the term of the license, notify the borough of its intention to apply for a renewal of such license or otherwise.

18. If any dispute shall arise between the parties hereto touching any matter or thing referred to in this agreement, or the interpretation of any clause or any phrase therein, or the omission of any matter which might reasonably have been intended therein, and the parties hereto cannot agree thereon, then the matter or cause of dispute shall be sub-

mitted to two arbitrators, one to be chosen by each party in dispute, and so that the submission shall be conformable to the provisions of the Arbitration Act, 1908, and its amendments, and the award made a rule of Court thereunder.

In witness whereof these presents have been executed.

We hereby approve of the terms of the within-written agreement.

Dated this 31st day of March, 1913.

T. H. STREADMAN,
L. T. PICKMERE,
Committee of Council.

The Dominion Portland Cement Company (Limited):

ERNEST W. HUNT,
Secretary.

Signed and approved in Executive Council the day and date first above written.

J. F. ANDREWS,
Clerk of the Executive Council.

The Dominion Portland Cement Company (Limited), the licensee named in the within-written Order in Council, hereby accepts the same upon the terms and conditions therein set forth. In witness whereof the said licensee has executed these presents.

(L.S.) ROBERT McNAB.
CLAUDE SLACK.

The common seal of the Dominion Portland Cement Company (Limited) was hereunto duly affixed in pursuance of an order of the Board of Directors of the said company by Robert McNab and Claude Slack, Directors of the said company, in the presence of—Ernest W. Hunt, Secretary, Wellington.

Opening Lands in Hawke's Bay Land District for Sale or Selection.

LIVERPOOL, Governor.

IN pursuance and exercise of the powers and authorities conferred upon me by the Land Act, 1908, I, Arthur William de Brito Savile, Earl of Liverpool, the Governor of the Dominion of New Zealand, having received the report of the Under-Secretary in this behalf, as provided by section one hundred and fifty-four of the said Act, do hereby declare that the lands described in the Schedule hereto shall be open for sale or selection on Saturday, the eleventh day of October, one thousand nine hundred and thirteen; and also that the lands mentioned in the said Schedule may, at the option of the applicant, be purchased for cash, or be selected for occupation with right of purchase, or on renewable lease; and I do hereby also fix the prices at which the said lands shall be sold, occupied, or leased, as mentioned in the said Schedule hereto, and do declare that the said lands shall be sold, occupied, or leased under and subject to the provisions of the Land Act, 1908.

SCHEDULE.

HAWKE'S BAY LAND DISTRICT.

Second-class Land.

Section.	Block.	Area.	Cash Purchase: Total Price.	Occupation with Right of Purchase: Half-yearly Rent.	Renewable Lease: Half-yearly Rent.
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WAIROA COUNTY.—MAHANGA SURVEY DISTRICT.

	A.	R.	P.	£	s.	d.	£	s.	d.	£	s.	d.	
37	V	30	0	0	110	0	0	2	15	0	2	4	0

The section has originally been cleared and grassed, but it is now mostly covered with tauhine and manuka; there are several patches of blackberry. The soil is fairly good, resting on a clay and papa subsoil. Situated about five miles from Opoutama Post-office (Waikokopu Harbour).

WAIROA COUNTY.—WAIAU SURVEY DISTRICT.

	I	II	1	8	250	0	0	6	5	0	5	0	0
1	II	121	1	8	250	0	0	6	5	0	5	0	0

Easy undulating country, containing about 60 acres of mixed forest, principally tawa, with a fair quantity of kahikatea, rimu, and matai, which is growing mostly on the north side of the road; balance of the land is covered with light manuka, and is poor pumiceous land. Situated one mile from the Wairoa-Waikaremoana coach-road, and thirty-three miles from Wairoa.

As witness the hand of His Excellency the Governor, this twenty-first day of July, one thousand nine hundred and thirteen.

H. D. BELL,
For Minister of Lands.