

### 3. Duration of License.

This license shall, unless sooner determined in accordance with the provisions hereinafter expressed, continue in force for a period of fourteen years, commencing on the 1st October, 1927. Upon the expiry of the said term, or upon the sooner determination of this license by revocation or otherwise, all rights hereby granted to the licensee shall thereupon cease and determine, but such expiration or determination shall not relieve the licensee of any liability theretofore incurred under this license.

### 4. Granting of other Water-rights.

Nothing herein shall prevent the Governor-General in Council from granting to any person or body corporate other than the licensee a license to take water from any portion of the said river, except at the place where the licensee is by this license empowered to take it: Provided that no such license shall so operate as to reduce the natural fall between the head-works and tail-water, or the volume of the water which the licensee is by this license authorized to take from the said river.

### 5. Surrender of License.

The licensee may at any time, with the consent of the Minister, surrender this license, and shall thereupon, if so required by the Minister, remove from the ground all removable equipment, machinery, buildings, poles, transmission-lines and other plant herein authorized to be installed or provided. If the licensee fails or neglects so to remove the said plant within twelve months after being required so to do, such equipment, machinery, buildings, poles, lines, and other plant shall, without payment or compensation, vest in and become the property of the Crown.

### 6. Compensation for Land injuriously affected, &c.

Nothing in this license shall be held to cast upon or imply any liability upon His Majesty the King or upon the Government of New Zealand to pay compensation to any person, corporate body, or local authority by reason of the exercise by the licensee of the authority hereby granted; but the licensee shall be liable for any loss or damage which any person, corporate body, or local authority may sustain as the result of the exercise by the licensee of any of the powers granted by this license.

### 7. Bed of River not leased.

Nothing herein shall be held to constitute a lease from the Crown of the bed of the said river, nor shall the provisions of Part IX of the Property Law Act, 1908, apply to this license.

### 8. Alteration of License.

The terms and conditions of this license may at any time or from time to time, at the request or with the consent in writing of the licensee, be altered by the Governor-General by Order in Council.

### 9. Alteration to Works.

In the event of the licensee at any time desiring to make alterations to the work involving a departure from the type of construction shown on the said plan it shall submit for the Minister's approval plans showing such type of construction as it may be proposed to adopt, and with such approval the alterations may be carried out.

### 10. Inspection of Works.

The Inspecting Engineer, both during and after the construction of the works, shall have free access to and liberty at any time to inspect the same so as to ensure that the provisions of this license are given effect to.

### 11. Rental.

The licensee shall in respect of its license pay to the District Engineer, Public Works Department, Stratford, a yearly rental of 4s. per kilowatt of maximum output generated during each and every year from 1st October, 1927, with a minimum of £10 per annum. The output either shall be recorded by means of a watthour meter installed by the licensee, or, failing such installation, it shall be determined on the maximum capacity of the generating-plant installed.

### 12. Contract between Licensee and Crown.

This license shall be deemed to constitute a contract as between the licensee and His Majesty the King, and may be enforced as a contract by and against His said Majesty or the licensee accordingly.

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

(P.W. 26/100.)

*Regulations under the Land Act, 1924, Providing for the Care, Management, and Protection of Crown Land at Whakaipo Bay, Lake Taupo.*

CHARLES FERGUSSON, Governor-General.

ORDER IN COUNCIL.

At the Government House at Wellington, this 6th day of December, 1927.

Present:

HIS EXCELLENCY THE GOVERNOR-GENERAL IN COUNCIL.

IN pursuance and exercise of the powers conferred upon him by section three of the Land Act, 1924, 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 make the following regulations for the care, management, and protection of the land hereinafter described, being unoccupied Crown land, and doth hereby declare that the said regulations shall come into force on the day of the publication hereof in the *New Zealand Gazette*.

### REGULATIONS.

1. THESE regulations may be cited as "The Taupo (Whakaipo Bay) Management Regulations, 1927."

2. In these regulations, if not inconsistent with the context,—

"Conservator" means the Conservator of Fish and Game at Rotorua for the time being, and includes every person for the time being appointed as, or discharging the duties of, Conservator of Fish and Game at Rotorua:

"The said land" means the land more particularly described in the Schedule hereto.

3. The Conservator shall have power to grant leases, tenancies, and licenses of or affecting the said land or any part thereof for such periods, not exceeding six months, in any one case, at such rents, fees, or charges, upon such terms and conditions and generally subject to such provisions as the Conservator may from time to time think fit.

4. The Conservator shall have power to include in any such lease, tenancy, or license any personal property of the Crown which is lawfully in the charge of the Conservator.

5. No person shall be entitled at any time to enter or be upon any part of the said land except in pursuance of a lease, tenancy, agreement, or license granted by the Conservator.

6. No person shall cut, lop, destroy, or damage any live timber or other trees, bush, or scrub on the said land, save according to the terms of any license granted pursuant to these regulations.

7. No person shall light a fire on any part of the said land except in a permanent fireplace or in such places as may be specified by the Conservator.

8. All moneys payable by any person under any lease, tenancy, agreement, or license granted pursuant to these regulations shall be payable at the time or respective times provided by such lease, tenancy, agreement, or license to the Conservator or his agent appointed for that purpose.

9. Any person committing a breach of any of the provisions of these regulations shall, upon conviction, be liable to a fine not exceeding five pounds.

10. All moneys payable by any person under any lease, tenancy, agreement, or license granted pursuant to these regulations may be sued for in any Court of competent jurisdiction as a debt due to the Crown.

### SCHEDULE.

ALL that area in the Auckland Land District containing by admeasurement 32 acres 2 roods 15 perches, more or less, being part Section 1, Block II, Tuhingamata East Survey District: Bounded towards the north-west and north-east by part Section 1, Block II, Tuhingamata East Survey District, 884-3, 3347-1, and 1742-2 links respectively; towards the south-east by a public road, 111-4 links; towards the south by Oruanui South B Block, 977-6 links; and towards the south-west by Lake Taupo: be all the aforesaid linkages a little more or less. As the same is more particularly delineated on the plan marked L. and S. 22/3606/1, deposited in the Head Office, Department of Lands and Survey, at Wellington, and thereon edged red. Auckland Plan No. 24634 (blue).

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