

- (e) Such further transmission and other lines within the premises of the licensee as may from time to time be required. Any extensions or alterations of lines pursuant to this paragraph shall be made only after compliance with the provisions of clauses 21, 22, and 23 of the regulations.

5. MAINTENANCE OF WORKS.

The licensee shall maintain the works used under this license in proper working-order during the continuance of such license.

6. DURATION OF LICENSE.

This license shall, unless sooner determined in accordance with the provisions hereinafter expressed, continue in force for a period of twenty-one years from the date hereof. 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.

7. RENTAL.

The licensee shall in respect of this license pay to the District Engineer, Public Works Department, Dunedin, a yearly rental of 4s. per kilowatt of maximum output generated during each and every year from 1st April, 1932, with a minimum of 7s. per annum. The output either shall be recorded by means of a watt-hour meter installed by the licensee, or, failing such installation, shall be determined on the maximum capacity of the generating plant installed.

8. 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 creek, 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 headworks and tail-water, or the volume of the water which the licensee is by this license authorized to take from the said creek.

9. VARIATION IN CONDITIONS OF LICENSE.

The terms and conditions of this license may 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.

10. SURRENDER OF LICENSE.

The licensee may at any time, with the consent of the Minister, surrender this license, and shall thereupon remove from the ground (if so required by the Minister) 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 of compensation, vest in and become the property of the Crown.

11. SYSTEM OF SUPPLY.

The system of supply shall be as described in paragraph (c) of clause 5 of the regulations.

The generating and transmission voltage shall be approximately 115 volts between the terminals.

12. CROWN NOT LIABLE TO PAY COMPENSATION.

Nothing in this license shall be held to impose 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.

13. BED OF CREEK NOT LEASED.

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

14. DEFAULT.

If the licensee fails or neglects to observe any of the conditions or obligations imposed by this license, then and in any such case the provisions of clauses 229 and 230 of the regulations shall apply to the breach of any such condition or obligation.

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15. ALTERATIONS TO WORKS.

In the event of the licensee at any time desiring to make alterations to the works involving a departure from the location or type of construction shown on the approved plan, she shall first submit for the Minister's approval plans showing such new location and [or] type of construction as it is proposed to adopt, and with such approval the alterations may be carried out.

16. INSPECTION OF WORKS.

The Inspecting Engineer of the Public Works Department or any other person empowered in that behalf by the Minister shall at all times, both during and after the construction of the works, have free access to and liberty to inspect such works so as to ensure that the provisions of this license are given due effect to.

17. 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 by and against either party accordingly.

18. REQUIREMENTS OF OTAGO CENTRAL ELECTRIC-POWER BOARD AND THE VINCENT COUNTY COUNCIL.

Notwithstanding anything hereinbefore contained, the licensee shall not by virtue of these presents be entitled to lay, construct, put up, place, or use the electric lines hereby authorized, except subject to such conditions (not inconsistent with the provisions of this license or of the regulations) as may from time to time be imposed by the Otago Central Electric-power Board and the Vincent County Council.

19. RAILWAYS AND TELEGRAPH DEPARTMENTS' LINES.

The licensee shall rectify to the satisfaction of the Government Railways Board or the Minister of Telegraphs, as the case may be, any interference or disturbance caused by the erection or operation of the licensee's system that affects the satisfactory working of telegraph-lines which are the property of the Railways Department or the Telegraph Department, and which were erected prior to the licensee's lines.

20. TIME FOR SUBSTANTIAL COMPLETION OF WORKS.

The licensee shall substantially complete the works hereby authorized within a period of one year from the date of this license, or within such further time as the Minister may allow in the event of the work being delayed by strikes, lock-outs, breakdowns, or other unavoidable causes not due to any neglect by the licensee.

21. PURCHASE OF INSTALLATION BY ELECTRIC-POWER BOARD OR CROWN.

Any Electric-power Board, duly constituted in terms of the Electric-power Boards Act, 1925, or any Act passed in amendment thereof or in substitution thereof, if its district or outer area includes the area on which this plant is installed or which is supplied therefrom, or the Crown, shall have the right, at any time during the currency of this license, to purchase and take over the licensee's installation at a valuation to be agreed upon between the said Board or the Crown, as the case may be, and the licensee; and, failing such agreement, at a valuation to be fixed by a single arbitrator to be appointed pursuant to the provisions of the Arbitration Act, 1908, and thereupon the Governor-General may by Order in Council revoke this license.

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

(P.W. 26/1687.)

Recreation Reserves in Wellington Land District brought under Part II of the Public Reserves, Domains, and National Parks Act, 1928.

BLEDISLOE, Governor-General.

ORDER IN COUNCIL.

At the Government Buildings at Wellington, this 5th day of July, 1932.

Present:

THE RIGHT HON. G. W. FORBES, PRESIDING IN COUNCIL.

BY virtue of the powers and authorities vested in me by the thirty-fourth section of the Public Reserves, Domains, and National Parks Act, 1928, I, Charles, Baron Bledisloe, 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 reserves for recreation in the Wellington Land District, described in the Schedule hereto, shall be and the same are hereby