

## CONDITIONS.

1. *Regulations.*—This license is subject to the conditions set forth in the Electrical Supply Regulations, 1927, the Electrical Wiring Regulations, 1927, and to any regulations made or to be made in amendment thereof or in substitution therefor.

2. *Plans.*—The licensee shall before the works hereby authorized are commenced forward for the approval of the Minister of Public Works (hereinafter referred to as "the Minister")—

- (a) Full detailed drawings and specifications of the diverting weirs;
- (b) Drawings showing how and in what manner the water diverted is to be returned to the said stream;
- (c) Contour-plans showing the difference in level of water due to the construction of the headworks;
- (d) Drawings giving full particulars of any tunnels, aqueducts, and pipe-lines used in conveying the water from the headworks to the power-station;
- (e) Drawings showing the arrangement of the generating, switching and transforming plant in the power-station,—

and none of the said works or any portion thereof shall be commenced before the said approval is obtained.

3. *Utilization of the Water.*—The said water shall be used solely for the purpose of generating electricity, and shall be returned to the said stream at or near the power-house.

4. *Location of Headworks.*—The said water shall be taken from the said stream at the headworks indicated on the plan marked P.W.D. 83509 (hereinafter referred to as "the said plan"), deposited in the office of the Minister of Public Works at Wellington.

5. *General Description of Works.*—The licensee is hereby authorized, subject to the conditions herein contained, to construct, maintain, and use the following works for the purposes of this license, the position of the said works being indicated on the said plan:—

- (a) Headworks consisting of weirs and necessary intakes;
- (b) Races, penstocks, and pipe-lines leading from the said weirs to the power-house hereinafter referred to, also tail-race from the power-house to the said stream;
- (c) Power-house with all necessary equipment, including water-turbines, generators, transformers, lighting arresters, switchboards, switches, exciters, and other appliances for generating electricity;
- (d) Transmission-lines over the routes shown by means of black lines on the said plans;
- (e) Such further transmission and other lines within the premises of the licensee as may from time to time be required.

6. *Maintenance of Works.*—The licensee shall maintain the works used under this license in proper working order during the continuance of such license; the headworks and pipe-lines shall be so constructed and at all times maintained by the licensee so that no damage or disfigurement shall be done to or suffered by the scenic reserve.

7. *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 thereto incurred under this license.

8. *Revocation of License.*—The Minister in charge of the Scenery Preservation may at any time give the licensee notice in writing of his intention to require the revocation of this license in so far as it confers a right to use water from a stream situated within a scenic reserve, and this license in so far as it confers such a right may by his Excellency the Governor-General in Council be revoked at any time after the expiry of two months from the date on which such notice was handed to the licensee or posted to him by registered letter, addressed to him at his last known address or place of abode in New Zealand.

9. *Protection of Birds and Wild Animal Life.*—The licensee and his assigns shall not do or permit any of their servants, agents, or workmen to do anything in pursuance of this license which may cause the destruction of birds or of any form of wild animal life.

10. *Rental.*—The licensee shall in respect of this license pay to the District Engineer of the Public Works Department, at Nelson, or to such other person as the Minister of Public Works may from time to time in writing require, a yearly rental of 18s., of which the sum of 10s. shall be credited to the Scenic Preservation Account and the residue to the Electrical Supply Account.

11. *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 stream 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 tailwater, or the volume of the water which the licensee is by this license authorized to take from the said stream.

12. *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.

13. *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.

14. *Assignment.*—The rights and privileges conferred by this license shall not be assigned, transferred, sublet, or otherwise vested in or extended to any person other than the licensee, without the consent in writing of the Minister first had and obtained, and it shall not be necessary in any circumstances for the Minister to disclose the cause or reason for withholding or refusing his consent.

15. *System of Supply.*—The system of supply shall be as described in paragraph (e) of clause 5 of the Electrical Supply Regulations, 1927.

16. *Crown not Liable to pay Compensation.*—Nothing in this license shall be held to impose any liability upon His Majesty 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.

17. *Bed of Stream not leased.*—Nothing herein shall be held to constitute a lease from the Crown of the bed of the said stream, nor shall the provisions of Part IX of the Property Law Act, 1908, apply to this license.

18. *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 Electrical Supply Regulations, 1927, shall apply to the breach of any such conditions or obligations, whether it relates to the use of water or the erection of lines.

19. *Alterations to Works.*—In the event of the licensee at any time desiring to make alterations to the work involving a departure from the location or type of construction shown on the approved plans, he 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.

20. *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 at any time to inspect such works so as to ensure that the provisions of this license are given due effect.

21. *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.

22. *Railways and Telegraph 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.

23. *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 the license, or within such further time as the Minister may allow in the event of the work being delayed by strikes, lockouts, breakdowns, or other unavoidable causes not due to any neglect by the licensee.

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

(P.W. 26/1703.)