

may on the application of the licensee and whether before or after any date for completion specified or implied in the license substitute any later date for completion if in the Minister's opinion the work has been delayed by strikes, lockouts, or combinations of workmen by proceedings taken by third parties, by fire, flood, tempest, failure of soil, or breakdown of plant or works, or by any other cause not within the control of the licensee.

(13) *Standard of Construction.*—The licensee shall construct all works authorized by or pursuant to the license so that the same shall in respect of design, material, and workmanship conform to the standards and requirements of the regulations.

(14) *Maintenance.*—The licensee shall at all times maintain all works for the time being in use so as to be in good and proper working order in accordance with the requirements of the regulations, and at all times maintain all works erected by the licensee pursuant to the license, whether in use or not, in such good and safe condition as in the opinion of the Minister to be unlikely to cause any danger to life or property, and if by notice in writing to the licensee the Minister shall so require shall at all times after the giving of such notice use and maintain all works authorized by the license so as to secure the full benefit of the water the use of which is granted by the license so far as such water may in fact be available.

(15) *Inspection.*—It shall be lawful for any person acting as an Inspecting Engineer of the Public Works Department at all times after the grant of the license whether during or after the construction of any works to enter upon and inspect such works for the purpose of ascertaining whether these conditions and the regulations are complied with, and for that purpose to require that any motive machinery be set in motion and to take specimens of material, make tests and measurements, and do all other things reasonably necessary or convenient for the purposes of such inspection, and the licensee will at all times comply with the reasonable requirements of any such person in the premises.

(16) *Removal of Works.*—Upon the determination of the license the licensee shall thereupon, if so required by notice in writing by the Minister, remove from the ground all buildings, poles, and other erections, and all transmission-lines, plant, and machinery and other removable equipment authorized by the license to be erected, installed, or provided, and if within twelve months after being so required the licensee fails or neglects to remove the same then the same shall without payment of any compensation vest in and become the property of the Crown, and it shall be lawful for any person authorized by the Minister in that behalf to enter upon any land or premises and take possession of and remove the same or any part thereof.

(17) *Option to purchase.*—(a) Subject to the provisions of the Electric-power Boards Act, 1925, and provided the licensee shall have legal power so to do, the licensee will if so required sell either to His Majesty the King or to an Electric-power Board the license together with the whole or (at the option of the purchaser) any severable part of the business and undertaking of the licensee so far as it relates to or is connected with the exercise of the license, and together with all real and personal property and all rights vested in the licensee and used or engaged in connection with the business or undertaking so to be purchased (all hereinafter in this clause referred to as "the undertaking").

(b) The option hereby conferred shall if exercised by His Majesty the King relate to the whole of the undertaking, and if exercised by an Electric-power Board shall relate to so much of the undertaking as is situate within the electric-power district or outer area of such Electric-power Board.

(c) The said option may be exercised at any time during the currency of the license by notice in writing to the licensee signed by the Minister or executed under the common seal of the Electric-power Board as the case may be.

(d) The price to be paid upon the purchase shall be such as may be agreed upon between the licensee and the purchaser, or, failing agreement, shall be determined by the arbitration of one arbitrator if the parties can agree upon one, otherwise of three arbitrators, or any two of them, one arbitrator being appointed by the licensee, another by the purchaser, and the third arbitrator by the other two arbitrators.

(e) The said valuation shall not include any sum in respect of the value of the goodwill of the undertaking or in respect of the value of the license for the unexpired period thereof.

(f) The date of giving and taking possession and delivery of the undertaking or so much of the undertaking as is comprised in the purchase shall be such as may be agreed upon between the licensee and the purchaser, or, failing agreement, shall be fixed by arbitration as aforesaid.

(g) On the completion of the purchase the purchaser shall be deemed to be the assignee of the license, and all the rights vested in the licensee shall vest in the purchaser during the remainder of the term of the license.

(h) In any case to which subsection (6) of section 318 of the Public Works Act, 1928, applies, the provisions of this clause shall be read subject to the provisions of that subsection.

(18) *Telegraph Lines.*—The licensee shall forthwith at his own expense whenever called upon by the Government Railways Board or the Minister of Telegraphs so to do rectify or discontinue to the satisfaction of such Board or Minister any character, part, or matter of the installation of the licensee that causes interference with or disturbance to the satisfactory working of any telegraph line the property of His Majesty the King, and maintained or used by such Board or Minister respectively, and erected prior to the creation of the installation of the licensee or the erection of such part thereof as causes the interference or disturbance aforesaid.

(19) *Requirements of Local Authority.*—Nothing in the license expressly or by implication contained shall be deemed to authorize the licensee to erect, construct, or maintain any works except subject to such conditions (not inconsistent with the regulations) as may from time to time be lawfully imposed by any Borough Council, County Council, Town Board, or other local authority within the district of which such work may be situate.

(20) *Interchange of Supply with Crown.*—(a) The licensee will whenever called upon by the Minister so to do connect the works of the licensee at a point of supply indicated in the license, and, if no point of supply be so indicated, at a convenient point to be fixed by the Minister, with any electrical supply undertaking maintained by the Minister on the three-phase alternating-current system at a frequency of fifty cycles per second.

(b) The connection shall be so effected that an interchange of electrical energy between the two undertakings may be made from time to time up to at least one-half of the total generating capacity of the works of the licensee.

(c) At any time during the currency of the license after such connection is effected, and for such period as the party seeking the supply may require, the licensee and the Minister respectively will when required by notice in writing by the other of them supply to the party seeking the supply as much electrical energy as may be so required, but not exceeding the amount of electrical energy capable of being generated by the respective undertaking at the time of notice not already being consumed or the subject of an existing contract of disposal, and not exceeding in any case one-half of the total generating capacity of the works of the licensee.

(d) The Minister shall erect and maintain in good order free of charge to the licensee all transmission-lines up to the point of supply of the licensee that may be necessary for effecting such supply of electrical energy as aforesaid.

(e) The price to be paid by the party seeking the supply to the other of them shall be such as may be agreed upon, and, failing such agreement, a rate of one halfpenny per unit, the unit of measurement being either a kilowatt-hour or a kilovolt-ampere-hour at the option (to be exercised by the notice requiring the supply) of the party liable for payment, and the cost of installation and maintenance of all proper measuring instruments being borne by the Minister.

(21) *Assignment.*—The licensee shall not assign, sublet, delegate, or part with the license or the benefits thereof or the rights or powers thereby conferred or any of them without the previous consent in writing of the Governor-General in Council or the Minister (according to which of them granted the license):

Provided that if the consent required be that of the Minister it shall not be arbitrarily withheld if it is proved to the satisfaction of the Minister that the person to whom it is proposed to assign, sublet, delegate, or part with the license or the benefits thereof or any of the rights or powers thereby conferred is financially and otherwise able and suitable to carry out the obligations of the license:

Provided also that such consent may be subject to such terms and conditions as the authority giving the consent thinks fit to impose.

(22) *Surrender.*—If the parties so agree it shall be lawful at any time for the licensee to surrender the license and for the Governor-General in Council, or the Minister (according to which of them granted the license), to accept such surrender subject to such terms and conditions as may be agreed upon.

(23) *Contractual Liability.*—(a) Without prejudice to the operation of the provisions expressly or by implication contained in the license as conditions upon and subject to which the license is granted the licensee shall be deemed to covenant with His Majesty the King that the licensee will at all times during the continuance of the license observe, perform, and comply with all the provisions expressly or by implication contained in the license and with all regulations applicable to the circumstances.

(b) In the case of a license granted to an individual such covenant shall be deemed to be entered into by the licensee so as to bind himself, his executors, administrators, and assigns; in the case of a license granted to two or more persons