

7. Nothing in this license shall prevent the Licensee, if he shall find the same unprofitable, from at any time surrendering this license to the Crown upon his giving to the Minister six months' notice in writing of his intention so to do; and upon his paying all rent or other charges due to the Crown, and upon his fulfilling all the terms and conditions of this license to the date of the expiry of the notice of such surrender, the Minister may accept such surrender.

8. Upon the expiry of the term of license hereby granted, or upon the sooner revocation, determination, or surrender of the same as provided in the two preceding clauses, and in clause eleven of this license,—

(a.) All rights granted to the Licensee by this license shall thereupon absolutely cease and determine, and all works, structures, buildings, tunnels, and plant which the Licensee may have constructed or erected within or upon the bed of the said Waikato River in pursuance of the powers granted by this license shall thereupon become the property of and shall vest in His Majesty the King.

(b.) The Licensee shall also forthwith remove from any Crown land or public reserve on which they may have been erected (save and except upon Crown land or public reserve duly held by the Licensee under a registered mining privilege) all removable hydro-electrical equipment, machinery, buildings, poles, lines, and other plant herein authorized by the license to be installed or provided; but if the Licensee neglects or fails so to do within twelve months of the revocation or determination of this license, or acceptance of the surrender of the same, such hydro-electrical equipment, machinery, buildings, poles, lines, and other plant shall, without payment of compensation, vest in and become the property of the Crown.

(c.) Such revocation, determination, and surrender shall not relieve the Licensee of any burden, condition, or liability contracted under this license.

(d.) For the purposes of this clause the term "bed of the said Waikato River" means so much of the bed of the river as is normally covered with water.

9. 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, and nothing herein contained shall be deemed to give the Licensee any exclusive right whatever to generate or supply electricity for mining or any other purposes within the district described in the First Schedule hereto; but nothing herein shall be deemed to interfere with any right (other than that granted by this license) which the Licensee may have in the bed of the said river.

10. This License, and the benefits and obligations hereunder, shall not be assigned by the Licensee without the express consent in writing of the Governor in Council first had and obtained; but such consent shall not be withheld if it be proved to the satisfaction of the Governor that the transferee is financially able and suitable to carry out the works specified in this license.

11. (a) If the Licensee fails or neglects to forward to the Minister the drawings and specifications of the works within the time hereinafter mentioned, or if the Licensee fails or neglects to substantially commence the construction of the works hereinafter described within the time hereinafter limited in that behalf, and with businesslike speed to carry on the work of such construction; or (b) if the Licensee fails or neglects to complete the said works within the time hereinafter limited in that behalf; or (c) if the Licensee fails or neglects to use and maintain the said works after completion thereof, so as to secure to the lands described in the First Schedule hereto the full benefit of the undertaking; or (d) if the Licensee fails to observe, perform, fulfil, or keep any of the requirements, conditions, and provisions of the principal Act or of the amending Act to the full intent of the same, or of any part thereof; or (e) if the Licensee shall fail to observe any of the conditions or obligations herein imposed upon the Licensee—then in any such case it shall be lawful for the Governor, by Order in Council, either to revoke this license or to impose upon the Licensee a fine not exceeding one hundred pounds for every week or part of a week of such default; such fine to be recovered in any Court of competent jurisdiction by any person appointed by the Governor to recover same.

12. The powers of revocation or infliction of fines by this license vested in the Governor shall not be exercised unless and until the Governor has first caused to be given to the Licensee, or left at the registered office of the Licensee, or placed upon some principal or conspicuous part of the works, a notice in writing of the intention to exercise the same, and of the specific breach or breaches in respect of which the aforesaid powers are intended to be exercised, and default has been made by the Licensee (after the giving or leaving of such notice) in repairing or remedying the breach complained of for the following spaces of time:—

(a.) For any breach of the conditions of this license which in the opinion of the Governor can be met by a fine, thirty days after the giving or leaving of such notice.

(b.) For any breach of the conditions of this license which in the opinion of the Governor is of such a nature as to require the revocation of this license, ninety days after the giving or leaving of such notice.

13. The Governor shall be the sole judge of the fact whether the requirements of this license have been complied with; and he may from time to time cause inquiry to be made into any matter connected therewith or arising hereunder in such manner as he thinks fit, and his decision shall be final: Provided always that this clause shall not affect the rights of any person, corporate body, or local authority in cases of damage or injury for which an action for such person, corporate body, or local authority may lie against the Licensee.

14. Nothing herein contained shall be deemed in any way to interfere with, affect, or abridge any rights or powers vested in His Majesty the King, or in the Governor on his behalf, or otherwise under any Act of the General Assembly authorizing the construction, management, or working of any public works; nor shall His Majesty or the Governor, or any person on his behalf, be liable to pay to the Licensee any compensation for injury done to the works herein authorized by the construction, management, or working of any such public work as aforesaid, or for the loss occasioned thereby, or for the exercise of any such right or power as aforesaid.