

21. The Licensee shall, within six months from the date of the signification of the Minister's approval of the drawings and specifications mentioned in the last preceding paragraph hereof, make a substantial commencement of such works, and shall proceed continuously and energetically with the construction of all such works until they are completed, and such works and all other works to be constructed by the Licensee under this license shall be completed by the Licensee within twenty-four months from the date when such drawings and specifications are approved: Provided, however, that in the event of unavoidable accident or delay the Minister may grant such further time within which the works shall be commenced or completed as in his opinion is just and reasonable in the circumstances.

22. The Inspecting Engineer, both during and after the construction of the works authorized by this license, shall have free access to and liberty at any time to inspect the works so as to insure that the provisions of this license are being given due effect to: Provided that nothing in the license shall be deemed to interfere with or restrict the powers of any Inspector of Mines appointed under the Mining Act, 1908.

23. Within three months of the date of the first development of the electric current at the generating-station authorized to be constructed under this license, the Licensee shall deposit in the office of the Minister,—

(a.) Full detailed drawings and specifications of the generating-station, and of the water motors and other machinery installed therein.

(b.) Full description and detailed drawings and specifications of the several substations, and of the distributing installations in or in connection therewith.

24. After the works required by this license to be constructed by the Licensee shall have been completed, the Licensee shall maintain or shall cause such works to be maintained continuously in proper working-order during the continuance of this license for the purpose of mining operations or for the development or assistance of mining, lighting, and manufacturing operations on the land described in the First Schedule hereto, or for the supply of electrical energy for such operations thereon, and not otherwise.

25. Nothing in this license shall be held to give the Licensee any right, title, or authority to mine or to conduct mining operations on the land described in the First Schedule hereto, but nothing herein shall prevent the Licensee from obtaining a license or authority from the Warden of the district to conduct mining operations upon or within the said area in the manner prescribed by the Mining Act, 1908, and in accordance therewith.

26. 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.

27. The right is hereby reserved to His Majesty the King to purchase at his option, at such price and on such conditions as may be mutually agreed upon (or, failing such mutual agreement, then by arbitration in the manner prescribed by the Arbitration Act, 1908), this license, together with the whole of the business and undertaking of the Licensee, so far as the same relates to or is connected with the exercise of this license, and together with all real and personal property and all rights acquired by the Licensee under this license and used or enjoyed in connection therewith. The said right may be exercised by His Majesty the King at any time during the currency of this license, but the said valuation shall not include any sum in respect of the value of the goodwill of the Licensee's business or undertaking, or in respect of the value of the license for the unexpired period thereof. On the completion of the purchase His Majesty the King shall be deemed to be the assignee of this license, and all the rights vested in the Licensee by the license shall thereupon vest in His Majesty the King: Provided that in the event of His Majesty the King exercising the right to purchase the license as aforesaid, His Majesty shall thereupon, if the Licensee shall so require, supply the Licensee with such quantity of electrical power for the use of the said Licensee's own mines and works as is equal in quantity to that which the Licensee has been using on the average for twelve months immediately prior to the said purchase, and the charge for such power shall not exceed the rate which the production of such power has cost the said Licensee during such year, plus an amount equal to five per centum interest on the amount of the purchase-money paid by His Majesty to the Licensee; but if any power is sold to any person, corporate body, or company other than the Licensee, then and in any such case the Licensee shall be charged with interest on such proportion only of the said purchase-money as the quantity of electrical energy sold to the Licensee bears to the total sales.

28. The Licensee is hereby empowered to take such land under the principal Act (as for a public work) as may in the opinion of the Governor be necessary to enable the Licensee to construct, maintain, develop, or carry on the various works to be approved in terms of this license. Such land shall be taken in the manner provided by Part II of the principal Act, and for that purpose the Licensee shall be deemed to be a local authority within the meaning of that Act: Provided, however, that the Governor shall not issue a Proclamation taking any part of the bed of the Waikato River or other river, nor shall he issue a Proclamation taking any land, until he is satisfied that the Licensee is financially able to pay the compensation likely to be due and payable to the owners of such land; and nothing in this clause shall be deemed to prevent the Governor refusing to issue such Proclamation if in his opinion the proposal to take the land is contrary to the public interest or to the terms of this license.

29. In respect of all land injuriously affected, and in respect of all damage done by the exercise of any of the powers conferred upon the Licensee by this license, the Licensee shall from time to time, as and when any such injury or damage accrues or happens, pay compensation in accordance with the provisions of the principal Act in the same manner (subject to all the necessary modifications) as if such Licensee were a local authority and the claim was one for injury or damage arising out of the construction of a public work.