

24. If the aforesaid right of purchase is exercised, the Company shall also sell and the Governor shall buy at a fair value, to be fixed by arbitration as aforesaid, the whole stock of ammunition of all kinds, and all raw materials, and all material in process of manufacture then on the Company's works or actually at sea or in transit thereto and belonging to the Company.

25. If the aforesaid right of purchase is exercised, then on the completion of the purchase this contract shall be deemed to be determined, and in the meantime the Company shall at all times keep and maintain its buildings, machinery, plant, and appliances in good and substantial order, repair, and condition, and carry on its manufactory, works, and business in a proper and businesslike manner as a going concern.

26. The Governor will as far as possible and as far as is permissible by law give preference to the Company in entering into a new contract at or before the expiration of the term of this contract by effluxion of time.

27. The term of this contract shall be for five years from the first day of January, one thousand nine hundred and eleven, being the limit of time fixed by section 87 of the Defence Act, 1909, under which this contract is entered into: Provided always that the Governor may, upon giving to the Company one month's notice of his intention so to do, determine this contract on the thirty-first day of December, one thousand nine hundred and eleven.

28. The Company is represented in New Zealand by its manager and attorney, Cecil Arthur Whitney, whose address is at the office of the Colonial Ammunition Company (Limited), Auckland. Any change in the appointment of the Company's representatives shall be forthwith notified to the Governor, and any notice or direction to be given by the Governor under this contract, or any writ or other process requiring to be served on the Company, shall be deemed to have been duly given or served if the same is delivered to or served upon the representative for the time being of the Company in New Zealand, or left at the office of the Colonial Ammunition Company (Limited), Auckland, New Zealand, or at the last known address of such representative as aforesaid.

29. The term "Governor" where used herein shall mean His Excellency the Governor of the Dominion of New Zealand for the time being appointed, and includes any Acting or Deputy Governor temporarily appointed or acting during the Governor's absence; and the term "Company" shall include the successors and permitted assigns of the Company.

30. The term "small-arms ammunition" or "ammunition" shall mean and include ammunition for rifles and carbines and machine-guns of rifle calibre.

31. All moneys payable by the Governor under these presents shall be payable out of moneys to be appropriated by Parliament.

32. All or any of the powers conferred on the Governor or on the Government by these presents may be exercised by the Minister of Defence.

In witness whereof these presents have been executed by the parties hereto the day and year first before written.

Signed by His Excellency the Governor for and on behalf of
His Majesty the King, and sealed with the Public Seal
of New Zealand in the presence of—

ISLINGTON.

ARTHUR GUISE,

Private Secretary, Government House, Wellington.

(Sealed.)

THE COLONIAL AMMUNITION COMPANY (LIMITED),

By its Attorney,

CECIL ARTHUR WHITNEY.

Executed by the said the Colonial Ammunition Company
(Limited), by its Attorney, Cecil Arthur Whitney, in the
presence of—

(Sealed.)

S. HESKETH,

Notary Public, Auckland, N.Z.

I, CECIL ARTHUR WHITNEY, of Auckland, in the Dominion of New Zealand, gentleman, do solemnly and sincerely declare as follows:—

1. I am the duly appointed attorney of the Colonial Ammunition Company (Limited) under and by virtue of a certain power of attorney under its common seal dated the first day of May, one thousand eight hundred and ninety-five, and deposited as Number 133 in the Supreme Court at Auckland.

2. I have not received any notice or information of the winding-up of the said Company or of the revocation by any other means of the said power of attorney.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Justice of the Peace Act, 1908.

Declared at Auckland, New Zealand, this thirty-first day of
December, one thousand nine hundred and ten, be-
fore me—

CECIL ARTHUR WHITNEY.

S. HESKETH,

Notary Public, Auckland, N.Z.,

and a Solicitor of the Supreme Court of New Zealand.

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