

13. The contractors agree to supply stone and sand to the Public Works Department under the following conditions:—

- (1) Approximately 14,500 cubic yards of crushed stone. The Public Works Department shall pay for this quantity at 11s. per cubic yard, plus 3 $\frac{3}{4}$ per cent. for sinkage into ground at dump when cross-sections taken of the dump show 14,500 cubic yards. This stone will be delivered to a site within 200 lineal yards south of the dam terminal of the quarry ropeway, under the ropeway. The Public Works Department to make their own arrangements for lifting and running same therefrom.
- (2) Approximately 7,500 cubic yards sand. The Public Works Department shall pay for this quantity at 2s. 6d. per cubic yard, when cross-sections taken of the dump indicate 7,500 cubic yards. This sand will be delivered to a site immediately eastward of the outdoor station. The Public Works Department to make their own arrangements for lifting and running therefrom.

After these quantities of stone and sand have been delivered by the contractors to the dumps described, the provision for supplying the Public Works Department with these materials as called for in clause 26 of the specifications for Section 1 shall cease to operate.

14. The supply of water, power, and light to the Public Works Department shall be subject to a mutually satisfactory arrangement to be made at Arapuni to meet the circumstances. Clause 16 (water-supply) of the specification for Section 1 shall be altered if and when necessary to meet these circumstances.

15. In all references in this memorandum to sums which are to be paid by the Government or the Public Works Department it is understood and agreed that all payments already advanced or made to the contractors are to be credited and allowed by way of deduction, and only the balance is to be paid to the contractors.

16. This agreement is intended to be a settlement of all disputes and differences and mutual claims and demands whatsoever in respect of Section 2, and its spirit is that of co-operation to facilitate the completion of Sections 1 and 2. Neither the contractors nor the Public Works Department shall be exigent in their demands, and in cases of disagreement or dispute in respect of any matter herein left to be arranged or agreed upon between the parties and which they are unable to arrange or agree upon, such disagreement or dispute shall be referred to Mr. James Marchbanks, of Wellington, Engineer to the Harbour Board (or, in case of his incapacity, inability, or refusal to act, Mr. Hugh Vickerman, of Wellington, Civil Engineer) whose decision shall be final, conclusive, and binding on all parties.

Signed by the Honourable Kenneth Stuart Williams, }
Minister of Public Works, in the presence of— } K. S. WILLIAMS.

J. W. Black, J.P., Private Secretary, Wellington.

Signed by Sir W. G. Armstrong, Whitworth, and Co., }
Ltd., by its Attorney, Edward Shortt, in the } SIR W. G. ARMSTRONG, WHITWORTH,
presence of— } AND CO., LTD. (by its Attorney,
EDWARD SHORTT.)

J. W. Black, J.P., Private Secretary, Wellington.

I, EDWARD SHORTT, of 6 Grafton Street, New Bond Street, in the County of London, England, presently on a visit to New Zealand, one of His Majesty's Privy Councillors, do solemnly and sincerely declare as follows:—

1. I have executed the foregoing agreement for and on behalf of Sir W. G. Armstrong, Whitworth, and Co., Ltd., under and by virtue of a deed-poll or power of attorney bearing date the 2nd day of August, 1927, under the seal of the said company.

2. I have received no notice or information of the revocation of the said power of attorney or of the winding-up or dissolution of the said company.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act of the General Assembly of New Zealand intituled the Justices of the Peace Act, 1927.

Declared at Wellington, this 9th day of December, }
1927, before me— } EDWARD SHORTT.

[STAMP.]

J. W. BLACK,

A Justice of the Peace in and for the Dominion of New Zealand.

ITEMS OF WHICH PUBLIC WORKS DEPARTMENT WILL RECEIVE BENEFIT.

Hutting for 125 men (including proportion of married quarters), including cookhouse, bathhouse, lavatory block, &c., with branch water-pipes, indoor electric wiring, all plumbers', sanitary, and other fittings which are not plant.

Power-house offices, but not furniture.

Motor-generator shed and foundations for generator.

Power-house stone and sand bins.

Loading-banks for machinery.

Protection covers and sheds over machinery.

Tail-race excavation.

Work done on equipment before erection.

Balance of S.G.E. travelling-expenses to site.