

be appointed by the Governor and the other by the Company) and an Umpire to be appointed by the Arbitrators before proceeding with the reference and PROVIDED FURTHER that if in the course of arbitration proceedings any question arises as to what is or is not included in the Company's Works either party may require the same to be settled by the Supreme Court. In ascertaining the value as aforesaid of the Company's Works the value of the Company's buildings and erections shall be included but not the value of any leasehold interest then held by the Company from the Crown in the land on which such buildings and erections stand.

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 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 work 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 fifteen years from the first day of January One thousand nine hundred and sixteen being the limit of time fixed by section 87 of the Defence Act 1909 as amended by the Defence Amendment Act 1914 under which this Contract is entered into PROVIDED ALWAYS that the Governor may upon giving to the Company six months' notice of his intention so to do determine the Contract on the thirty-first day of December One thousand nine hundred and sixteen.

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 representative 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 all ammunition for rifles and carbines and machine guns of rifle calibre.

31. 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 for the time being.

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—

Gavin M. Hamilton, Private Secretary,
Government House, New Zealand.

[SEAL.]

LIVERPOOL, Governor.

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

H. H. Ostler, Solicitor, Auckland.

THE COLONIAL AMMUNITION CO. LTD.

By its Attorney
Cecil Arthur Whitney.

(D. 6/59.)

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