

27. The Governor-General will as far as possible and as 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.

28. The term of this contract shall be for fifteen years from the first day of January One thousand nine hundred and twenty-five 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.

29. As part compensation to the Company for cancelling the contract dated the fifth day of April One thousand nine hundred and twenty-two and agreeing to enter into these presents the Governor-General shall and will upon the termination of this contract pay to the Company the sum of Fifteen thousand pounds (£15,000) PROVIDED that if on the expiration of this contract a new contract shall have been entered into between the Company and the Governor-General for the supply of at least Two million (2,000,000) rounds of service ammunition at such price and upon such terms as may be mutually agreed on then the Company shall not require payment from the Governor-General of the said sum of Fifteen thousand pounds (£15,000).

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

31. The term "small-arms ammunition" or "ammunition" shall mean and include all ammunition for rifles and carbines and machine guns of rifle calibre and other small-bore rifles either to be made in New Zealand by the Company or to be imported by the Company for the Government.

32. All or any of the powers conferred on the Governor-General or on the Government by these presents may be exercised by the Honourable 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.

[SEAL.]

CHARLES FERGUSSON.

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

A. CECIL DAY,
Official Secretary,
Government House, New Zealand.

The Common Seal of the said Colonial Ammunition Company N.Z. Limited was hereby affixed in the presence of—

[SEAL.]

JOHN WHITNEY, }
C. A. WHITNEY, } Directors.

STANLEY G. CHAMBERS, Secretary.

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