

Officer Authorised to Take and Receive Statutory Declarations

PURSUANT to section 9 of the Oaths and Declarations Act 1957, His Excellency the Governor-General has been pleased to authorise the officer in the service of the Crown being the holder for the time being of the office of Controller, E.D.P. Division, Head Office, Department of Education, Wellington, to take and receive statutory declarations under the said Act.

Dated at Wellington this 9th day of March 1967.

J. R. HANAN, Minister of Justice.

(J. 10/7/17)

Officers Authorised to Take and Receive Statutory Declarations

PURSUANT to section 9 of the Oaths and Declarations Act 1957, His Excellency the Governor-General has authorised the holders for the time being of the offices in the service of the Crown, specified in the Schedule below, to take and receive statutory declarations under the said Act.

SCHEDULE

POST OFFICE

Manager, Telephone Services Branch, Wellington.
Assistant Manager, Telephone Services Branch, Wellington.
Supervisor, Symonds Street.
Postmaster, Whangamata.
Postmaster, Hei Hei.

Dated at Wellington this 9th day of March 1967.

J. R. HANAN, Minister of Justice.

(J. 10/7/10)

Revocation of Officers Authorised to Take and Receive Statutory Declarations

His Excellency the Governor-General has revoked the appointments of the holders for the time being of the offices in the service of the Crown, specified in the Schedule below, to take and receive statutory declarations under section 9 of the Oaths and Declarations Act 1957.

SCHEDULE

POST OFFICE

Manager, Commercial Branch, Wellington.
Senior Supervisor, Telephone Accounts Branch, Wellington.
Supervisor, Upper Symonds Street.

Dated at Wellington this 9th day of March 1967.

J. R. HANAN, Minister of Justice.

(J. 10/7/10)

Notice of Variation of Schedule to Agreement Between Her Majesty the Queen and Consolidated Zinc Proprietary Ltd.

THE Minister of Electricity hereby gives notice that the Schedule to the agreement, dated 15 August 1963, between Her Majesty the Queen and Consolidated Zinc Proprietary Ltd., a copy of which is set out in the Schedule to the Manapouri - Te Anau Development Act 1963, has, pursuant to clause 20 of the Schedule to the said agreement, been varied by the agreement dated 15 November 1966, between the Minister of Electricity and the said company, a copy of which is set out in the Schedule to this notice.

SCHEDULE

AN agreement made the 15th day of November 1966, between the Minister of Electricity of the Government of New Zealand of the one part, and Consolidated Zinc Proprietary Ltd., the registered office of which is at 95 Collins Street, Melbourne, in the State of Victoria, in the Commonwealth of Australia, of the other part:

Whereas, by agreement bearing the same date as these presents, the parties hereto agreed, subject to the approval of the Governor-General, by Order in Council, to vary the provisions of the agreement (hereinafter referred to as "the 1963 agreement") set out in the Schedule to the Manapouri - Te Anau Development Act 1963; and whereas on that approval being given it is desired to vary as hereinafter set forth the provisions of the Schedule (hereinafter referred to as "the Schedule") appended to the 1963 agreement, which, pursuant to clause 20 of the Schedule, may be varied by written agreement between the Minister of Electricity and the company:

Now, therefore, it is hereby agreed as follows:

1. Paragraph (b) of clause 2 of the Schedule shall be varied by:

(a) omitting the definitions of "agreed interest rate", "Capital Account No. 1" and "Capital Account No. 2", and substituting—

"agreed interest rate" means a rate of six per centum per annum;

"Capital Account No. 1", "Capital Account No. 2", "Capital Account No. 3", and "Capital Account No. 4" each means a special capital account established by the Crown for the purpose of this Schedule and each respectively made up as hereinafter provided:";

(b) omitting the definition of "development of the water resources" and substituting—

"development of the water resources" means:

"(i) the initial development of the water resources; and
"(ii) the works known as the Te Anau control structure and the Mararoa dam and works ancillary thereto; and

"(iii) such additional works as the parties hereto from time to time agree may be necessary or requisite to enable, within the limits imposed under section 4 of the Manapouri - Te Anau Development Act 1963, the maximum use of the water resources for the generation of electrical power at the power station at Lake Manapouri; but excludes any generating units installed in or adjacent to the Te Anau control structure and any additional works on or in connection with the Te Anau control structure which result directly or indirectly from the installation of those generating units:";

(c) omitting the definition of "notified kilowatt" and substituting—

"notified kilowatt" means a kilowatt of continuous electrical power which the Crown for the time being makes available to the company, pursuant to a notice given by the company under clause 5 of the agreement, other than a notice under paragraph (g) of that clause:";

(d) omitting the definition of "the depreciation period" and substituting—

"the depreciation period" means the period commencing:

"(i) in respect of each of the items (other than the items mentioned in paragraph (b) of clause 5 hereof) in relation to which debits are made in Capital Account No. 1, Capital Account No. 2, Capital Account No. 3, or Capital Account No. 4 at the end of the construction period relating to that item; and

"(ii) in respect of each of the items mentioned in paragraph (b) of clause 5 hereof, the date on which those items are debited to Capital Account No. 1;

"and ending, in the case of items in Capital Account No. 1 and Capital Account No. 3, 80 years, and, in the case of items in Capital Account No. 2 and Capital Account No. 4, 40 years after the commencement of that period:";

(e) omitting the definitions of "effective percentage rate of interest", "long term borrowing", "Reserve Capacity Account" and "total installed capacity";

(f) inserting, in correct alphabetical sequence with the other definitions, the following definitions—

"apportionment day" means the day six months after the day on which the last of the seven generating units referred to in paragraph (b) of clause 4 of the agreement is installed ready for use:

"balance day" means the last day preceding the commencement of the quarter in which the Crown is first obliged under the agreement to make available electrical power to the company:

"initial development of the water resources" means the development of the water resources for the production of electrical power to the extent of:

"(i) the works necessary for the generation of that power and for its transmission from a power station at Lake Manapouri by direct route to a point in the Bluff-Invercargill area, all carried out generally on the basis of the January reports; and

"(ii) the provision and installation ready for use of further generating units (additional to the four generating units envisaged by the January reports), to be installed by the Crown pursuant to paragraph (b) of clause 4 of the agreement, and works ancillary thereto, and of works for the transmission of the additional electrical power generated thereby by the said direct route; but excludes the works known as the Te Anau control structure and the Mararoa dam and works ancillary thereto:

"Part I determined amount" means an amount which, at a particular time, equals the sum of:

"(i) the amount which bears the same proportion to the sum of £50,600,000 and the tailrace excess as at that particular time the net debit balance in Capital Account No. 1 (other than the amount debited pursuant to paragraph (c) of clause 5 hereof) bears to the sum of the net debit balances in Capital Account No. 1 and Capital Account No. 2 (other than amounts debited pursuant to paragraph (c) of clause 5 hereof and to paragraph (b) of clause 6 hereof); plus

"(ii) the amount debited at balance day to Capital Account No. 1, pursuant to paragraph (c) of clause 5 hereof:

"Part II determined amount" means an amount equal to the difference between Part I determined amount and the sum of £56,550,000 and the tailrace excess: