

inserting immediately after the definition of "the Minister" the following definitions:

"recipient company" means a company to which the company supplies electrical power in accordance with the provisions of clause 12 hereof:

"the smelter company" means New Zealand Aluminium Smelters Ltd., a duly incorporated company having its registered office at 20 Brandon Street, Wellington, New Zealand, and approved in writing by the Minister as an associated company for the purposes of this agreement:"

2. Clause 5B of the 1963 power agreement, as inserted by clause 4 of the 1966 notices agreement, shall be varied by omitting the words "to enable the company to plan its operations in the Bluff-Invercargill area and" and substituting the words "to enable the company and any recipient company to plan their operations in the Bluff-Invercargill area and to enable the company".

3. Clause 10 of the 1963 power agreement shall be varied by omitting from paragraph (a) subparagraph (ii) thereof and substituting the following subparagraph:

"(ii) shall be given and taken at 220,000-volt busbars situate at the switchyard at or adjacent to the aluminium smelter of the smelter company near Bluff."

4. Clause 10 of the 1963 power agreement shall be further varied by inserting after the word "agrees" in paragraph (b) the words "to ensure".

5. Clause 11 of the 1963 power agreement shall be omitted and the following clause shall be substituted:

"11. In respect of its electrical installations, the company shall comply with, and in respect of the electrical installations of each recipient company, the company shall ensure that the recipient company will comply with, the relevant provisions of the Electricians Act 1952, the Electric Linemen Act 1959, the Electrical Supply Regulations 1967, the Electrical Wiring Regulations 1961, and any amendment thereto or re-enactment thereof for the time being in force."

6. Clause 12 of the 1963 power agreement shall be varied by adding at the end of the said clause the words "or except with the consent of the Minister, which may be granted upon such terms and conditions as he may think fit to impose."

7. Clause 14 of the 1963 power agreement shall be varied by omitting paragraph (b) and substituting the following paragraph:

"(b) In the event of the operations of the company or of a recipient company carried on from time to time in the Bluff or Invercargill area, or any part or parts of those operations, being prevented or hindered by:

(i) any of the happenings referred to in subparagraphs (i), (ii), (iii), and (iv) of paragraph (a) of this clause:

(ii) the failure of the company or of a recipient company, through no fault or neglect of its own, to obtain adequate supplies of plant, equipment, or materials necessary for its said operations: or

(iii) any other cause (except fire) beyond the control of the company or of a recipient company:

which prevention or hindrance causes the company's requirements of electrical power to be reduced below the total requirements for which immediately prior to that prevention or hindrance it was obliged to pay; then, during the period of the prevention or hindrance, the company shall not be obliged to pay for electrical power not taken or used by it:

Provided always that the company shall use its best endeavours and shall ensure that the recipient company will use its best endeavours to minimise the effect of the said causes on the said operations as soon as possible thereafter."

8. This agreement shall be governed by New Zealand law.

9. The Minister shall take such action as may be necessary to obtain the approval of the Governor-General by Order in Council to this agreement for the purposes of clause 22 of the 1963 power agreement, and this agreement shall take effect from the date on which it is approved by Order in Council, as aforesaid, and shall not vary the 1963 agreement until that date.

In witness thereof this agreement has been executed the day and year first hereinbefore written.

Signed for and on behalf of Her Majesty the Queen in respect of the Government of New Zealand by THOMAS PHILIP SHAND, the Minister of Electricity, in the presence of:

P. C. K. THOMSON,
Ministerial Private Secretary,
Wellington.

The Common Seal of COMALCO POWER (NEW ZEALAND) LTD. has hereto affixed in the presence of:

[L.S.] S. CHRISTIE, Director.
P. J. BROOKS, Clerk of the Executive Council.
(N.Z.E.D. 44/4)

Appointments, Promotions, Transfers, Resignations, and Retirements of Officers of the New Zealand Army

PURSUANT to section 16 of the New Zealand Army Act 1950, His Excellency the Governor-General has been pleased to approve of the following appointments, promotions, transfers, resignations, and retirements of officers of the New Zealand Army:

ROYAL N.Z. ARMoured CORPS

Regular Force

2nd Lieutenant Graham Martin Beddie, from the Territorial Force (1st Reconnaissance Squadron (N.Z. Scottish), RNZAC), to be 2nd Lieutenant, with seniority from 15 November 1968, on an initial engagement of 10 years. Dated 15 November 1969.

Territorial Force

1st Reconnaissance Squadron (N.Z. Scottish), RNZAC

2nd Lieutenant G. M. Beddie is transferred to the Regular Force. Dated 15 November 1969.

THE CORPS OF ROYAL N.Z. ENGINEERS

Regular Force

Lieutenant and Quartermaster T. W. Dench to be temp. Captain and Quartermaster. Dated 1 November 1969.

ROYAL N.Z. CORPS OF SIGNALS

Regular Force

Major Rodnight Ping, from Royal Signals, to be Captain, with seniority from 11 December 1963, on an initial engagement of 5 years. Dated 1 December 1969.

Lieutenant (temp. Captain) B. D. Swan to be Captain. Dated 1 September 1969.

Supernumerary List

Captain (temp. Major) R. Rutledge is re-engaged for a further period of 6 years as from 18 February 1971.

Territorial Force

1st Infantry Brigade Group Signal Squadron, RNZ Sigs.

Lieutenant Stuart Bruce Ross is transferred to the Reserve of Officers, General List, Royal N.Z. Corps of Signals, in the rank of Lieutenant, until 29 September 1971. Dated 30 September 1969.

ROYAL N.Z. INFANTRY REGIMENT

Regular Force

Lieutenant-Colonel J. M. Morris, M.B.E., to be acting Colonel. Dated 29 November 1969.

Major T. B. Butson to be acting Lieutenant-Colonel. Dated 1 December 1969.

Major G. A. Millichip is transferred to the Territorial Force (5th Battalion (Wellington West Coast and Taranaki), RNZIR). Dated 19 November 1969.

Captain B. P. C. Cudby to be temp. Major. Dated 1 October 1969.

Lieutenant D. G. Shattky to be temp. Captain. Dated 24 November 1969.

Lieutenant S. J. Kidd is re-engaged from 17 April 1970 to 31 August 1970.

Supernumerary List

Major and Quartermaster Robert Henry Manson is posted to the Retired List. Dated 6 December 1969.

Captain and Quartermaster Cyril Morrell Simister is posted to the Retired List. Dated 29 November 1969.

Territorial Force

2nd Battalion (Canterbury Nelson Marlborough West Coast), RNZIR

Lindsay James Duff to be 2nd Lieutenant. Dated 5 September 1969.

7th Battalion (Wellington (City of Wellington's Own) and Hawke's Bay), RNZIR

Lieutenant Michael Noel Hosking, M.B., CH.B., R.N.Z.A.M.C., relinquishes the appointment of R.M.O. and is transferred to the Reserve of Officers, General List, Royal N.Z. Army Medical Corps, in the rank of Lieutenant, until 31 March 1972. Dated 27 November 1969.

Lieutenant Victor Te Kuru is transferred to the Reserve of Officers, General List, Royal N.Z. Infantry Regiment, in the rank of Lieutenant, until 31 August 1971. Dated 27 November 1969.

5th Battalion (Wellington West Coast and Taranaki), RNZIR

Major G. A. Millichip, from the Regular Force, to be Major, with seniority from 5 October 1969. Dated 19 November 1969.