

and until the allocation of the land so set aside and intended to be granted to the Company shall be approved by the General Assembly of New Zealand in the manner prescribed by sections thirteen and fourteen of the said Act.

And whereas the land shown by the red border on the map hereunto annexed and marked C, taken at the aggregate of the values set forth in the Second Schedule hereto, is insufficient to provide the amount of endowment in land agreed to be granted to the Company under the powers contained in Part V. of the said Act:

Now, it is hereby further agreed between the Queen and the Company,—

11. That if, within the period of five years computed from the date of these presents, Her Majesty the Queen shall acquire lands within the area shown by a yellow border upon the map hereunto annexed and marked D, and such lands, or a proportionate part of the same, shall, in the opinion of the Governor, be available for the purpose, the same, or a proportionate part of the same, as the case may be, shall forthwith after such acquisition be withdrawn from sale and set apart to be granted to the Company under the powers and to be dealt with in manner respectively provided by Parts I. and V. of the said Act, and shall be and be deemed to be subject to selection by the Company in like manner as hereinbefore provided in respect of the lands shown by a red border and colour on the map hereunto annexed and marked C, but so nevertheless that the total area of lands so to be set apart and selected shall not, when valued and assessed as by the said Act provided, exceed in value the sum of twenty-nine thousand eight hundred and five pounds.

12. That when and so soon as any lands shall have been acquired as aforesaid the same shall be assessed and valued with all convenient speed, in manner provided by the said Act, in order to render the same available for selection by the Company; and the Company may accordingly select the same in like manner, and for the like purposes, and subject to the like provisions and conditions as are hereinbefore contained in respect of the lands shown by a red border on the map hereunto annexed and marked—.

13. And it is hereby further agreed between the Queen and the Company,—

That the maximum tolls, fares, rates, and rents to be charged by the Company for the carriage upon the said railway of passengers, produce, animals, goods, merchandise, articles, matters, and things, and for the storage of goods in any of the Company's sheds or warehouses, shall not exceed the scale for the time being in force upon the Wellington and Masterton Railway, and shall, until such last-mentioned scale shall have been altered by the Minister pursuant to the powers vested in him in that behalf, not exceed the scale set forth in the Fourth Schedule hereto, so far as the same are in force upon the said Wellington and Masterton Railway:

Provided that the Company shall be at liberty at any time, in the manner prescribed by the said Act, to reduce the said tolls, fares, rates, and rents, or any of them:

Provided further that, if at any time the Minister for Public Works for the time being shall be satisfied that the said tolls, fares, rates, and rents, or any of them, are excessive, or ought to be increased, he may, by giving one calendar month's notice in writing to the Company, require the tolls, fares, rates, and rents to be reduced or increased as stated in such notice, and at the expiration of such month's notice the Company shall make the reduction or increase accordingly.

14. And it is hereby further agreed that the power of purchase conferred upon the Governor by the said Act may be exercised at any time after the expiration of three years from the completion of the said railway.

15. And it is hereby lastly agreed that, in case this contract, or any provision thereof, shall be avoided or modified, either wholly or in part, by a resolution or resolutions to be passed by the General Assembly of New Zealand at the next ensuing session thereof in the manner prescribed by the said Act, the Company shall not have any claim or demand upon or against the Queen or the Governor of New Zealand for any loss or damage by reason of such avoidance or modifica-