

1882.
NEW ZEALAND.

KAIHU VALLEY RAILWAY.

CONTRACT ENTERED INTO BETWEEN HER MAJESTY THE QUEEN AND THE KAIHU VALLEY RAILWAY COMPANY (LIMITED).

Laid before Parliament in Compliance with the 13th Section of "The Railways Construction and Land Act, 1881."

This Deed made the twenty-first day of August, one thousand eight hundred and eighty-two, between Her Majesty the Queen (who, with her heirs and successors, is and are hereinafter included in the expression "the Queen"), of the one part, and the Kaihu Valley Railway Company, Limited (which, with its successors and assigns, except where the context otherwise requires, is and are hereinafter included in the expression "the Company"), of the other part. ~~Whereas~~ the Company has been established for the purposes (amongst other things) of constructing and maintaining a line of railway from a point on the bank of the Wairoa River north of the confluence of the Kaihu and Wairoa Rivers, and thence up the Kaihu Valley, to such point or points, place or places, as the Directors should determine, with all necessary buildings, railway works, and other appliances requisite for the same, and of working the said railway, and especially of carrying thereon of passengers, animals, and goods for hire, and generally in other respects of carrying on the business of a railway company in all its branches, with power to contract with any other company or authority with respect to running powers, interchange of traffic, or otherwise: ~~And whereas~~ the said railway is intended to be constructed as nearly as may be along the line shown in red upon the map marked A hereunto annexed, and is estimated to be of the length of nineteen and a half ($19\frac{1}{2}$) miles or thereabouts, and the said line is intended to connect with a navigable river called the Wairoa River, which flows into the northern part of an arm of the sea known as the Kaipara Harbour: ~~And whereas~~ on the shore of the southern part of the said arm of the sea known as the Kaipara Harbour is the Town of Helensville, which is the present northern terminus of the Auckland Helensville Railway, being a line of railway heretofore constructed by the Government of New Zealand: ~~And whereas~~ the Governor of New Zealand, acting therein with the advice of the Executive Council of the colony, and in pursuance of the provisions of "The Railways Construction and Land Act, 1881" (hereinafter in these presents termed "the said Act"), as amended by "The Railways Construction and Land Act Amendment Act, 1882), has agreed with the Company for the construction and working of the said proposed line of railway upon the terms and conditions hereinafter set forth:

Now, this Deed witnesseth that, in consideration of the covenants hereinafter contained on the part of the Queen, the Company doth hereby covenant with the Queen in manner following, that is to say,—

1. The Company shall and will, with all convenient speed, and within the term of five (5) years computed from the date of these presents, at its own expense in all things, construct and thereafter maintain and work a line of railway between a point on the bank of the Wairoa River north of the confluence of the Kaihu and Wairoa Rivers, thence up the Kaihu Valley, a distance of about nineteen and a half ($19\frac{1}{2}$) miles, to such point as the Directors of the Company

shall determine, with the approval of an engineer appointed for that purpose by the Governor (hereinafter throughout these presents referred to as "the Engineer"), and will construct such line of railway along the line shown in red upon the map marked A, hereunto annexed, or as near thereto as practicable: such railway to be constructed, and, when completed, to be worked, in all respects under and subject to the provisions of the said Act.

2. The railway to be constructed, maintained, and worked under the provisions of this contract, and all other works in connection with the said railway which are provided for in this contract shall be well and faithfully constructed of sound materials, and of sufficient strength and durability, having regard to the nature of such works, upon plans, both general and detail, to be from time to time approved of by the Engineer, and so that the details shall, as nearly as may be, conform to the approved standard drawings in use on the New Zealand Government railways, and that the specifications shall accord as nearly as may be to the standard specifications of the Government of New Zealand for the time being used in respect of the construction of railways having single lines of permanent-way, or as may be necessary for any particular work included in this contract; and such construction shall in all things be to the satisfaction of the Engineer, it being the intent and meaning of this provision that all such plans and specifications when approved by the Engineer, or as the same may be altered or modified subject to his approval, shall form part of this contract as effectually as if the same had respectively been attached hereto at the date of the execution hereof.

3. All rolling-stock and plant to be from time to time used or employed upon the said line or in connection therewith shall be of like character and strength in all respects to the rolling-stock and plant in use upon railways constructed by the Government of New Zealand.

4. The power conferred by the forty-eighth section of the said Act shall be deemed to extend to and include all works of every kind executed by or on behalf of the Company under this contract, and all plant, rolling-stock, materials, and things which are or may be used, or are intended to be used, in or upon the said works; and if at any time the Governor shall be advised that some addition, alteration, or repair is necessary or requisite to or upon the said railway or all or any of the works aforesaid, or to the rolling-stock, plant, and materials used or intended to be used thereon, then, for the purpose of more effectually carrying out this contract, he may, on behalf of the Queen, direct the Engineer to take such steps as may be necessary to have such addition or alteration made or repair effected; and, upon delivery to the Company, at its registered office in Auckland, of a notice in writing from the Engineer specifying the nature and extent of the addition, alteration, or repair required, or the class and character of the rolling-stock, plant, or material to be supplied, the Company shall cause the same to be made, executed, or supplied within the period specified in such notice, as the case may require.

And this deed further witnesseth that, subject to the provisions of the said Act, and in consideration of the premises, the Queen doth hereby covenant with the Company in manner following, that is to say,—

5. Subject to the provisions of "The Harbours Act, 1878," it shall be lawful for the Company to build a bridge or bridges over the Kaihu River according to plans to be approved by the Engineer; and also to build a breastwork and wharf on the bank of the Wairoa River at the point of junction of the railway and the Wairoa River, according to plans to be approved by the Engineer.

And whereas there being no land adjoining the proposed line of railway available under the provisions of the said Act, the land set apart for selection as hereinafter mentioned is so set apart under the provisions of section one hundred and one of the said Act:

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

6. That, as soon as conveniently may be after the execution of this contract, the lands shown by a red border and colour on the map hereunto annexed, and marked B, shall 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 that the selection of such land for the purposes of the said

Act and of this contract shall, after the construction of the said railway or of any completed section or sections of the same, be conducted and carried out as follows, that is to say,—

- (a) For the purposes of such selection, the estimated cost of constructing the said line of railway shall be the sum of three thousand pounds (£3,000) per mile throughout its whole length, estimated at nineteen and a half ($19\frac{1}{2}$) miles.
- (b.) For the purposes of such selection, the value of the lands shall be ascertained in the manner prescribed by section one hundred and two of the said Act, but to the “estimated market value” of the land as defined in the said section there shall be added the value to the Company of the surveys already made of, and roads already constructed through, the said lands.
- (c.) For the purposes of such selection as aforesaid, the said line of railway shall be divided into sections, and, when and so soon as the Minister for Public Works for the time being shall be satisfied that the said line of railway, or any section thereof which can be usefully worked for public traffic, has been completed and is fit for such traffic in accordance with the said Act, the Company shall be at liberty to select and shall receive a grant for so much of the said land as they may be entitled to in respect of the number of miles of the said railway comprised in such completed section; and, if there shall be any difference or dispute as to the area the Company is entitled to select, the decision of the Governor shall be binding and conclusive on the Company, and every such selection shall be subject to the approval of the Governor.

Every grant made under the last preceding clause shall be subject to the provisions of “The Railways Construction and Land Act, 1881,” respecting the terms and conditions upon which grants of Crown lands may be made to a company thereunder.

In dealing by way of sale or otherwise with any land which shall become vested in the Company pursuant to any such selection as aforesaid, the Company shall conform to the rules and regulations set forth in the Schedule hereto:

Provided, however, that this and the two last preceding clauses shall not have any force or operation so as to give the Company any right, title, interest, or claim in or to the land proposed to be withdrawn from sale as aforesaid, unless 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.

7. 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.

8. And it is hereby further agreed that the maximum tolls, fares, and rates to be charged by the Company for the carriage upon the said railway of passengers, produce, animals, and goods, and for the storage of goods in any of the Company's sheds or warehouses, shall be according to the scale set forth in the Second Schedule hereto, or according to the scale for the time being in force on the Auckland-Helensville Railway.

9. 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 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 modification, or in consequence of the operation of any such resolution; and any property, estate, right, or interest acquired by the Company from the Queen or the said Governor under or by virtue of the said contract or provision shall, to the extent and in the manner specified in any such resolution, be and be deemed to have again become the property or estate of the Queen or the Governor, or to revest in the Queen, as the nature of the case may require.

And, further, that nothing contained in this contract shall be deemed in any way to abridge, control, modify or supersede any power, remedy, or authority which under the said Act is vested in or may be exercised by the Governor in Council, or the Governor, or the Minister for Public Works.

The word "Governor" in this contract has the like meaning as is attached thereto by "The Interpretation Act, 1878."

In witness whereof these presents have been executed by the parties hereto on the day and year first above written.

The seal of the Company was hereunto affixed this twenty-first day of August, one thousand eight hundred and eighty-two, by two of the Directors of the Company, in the presence of—

L. B. LINKLATER,
Secretary to the Company.

Signed by Sir James Prendergast, Administrator of the Government of the Colony of New Zealand, with the advice of the Executive Council thereof, on behalf of Her Majesty the Queen, and sealed with the Public Seal of the said Colony, in the presence of—

FOSTER GORING,
Clerk of the Executive Council.

21st August, 1882.

J. M. DARGAVILLE,
E. MITCHELSON,
Directors.

(L.S.) Seal of the Kaihu Valley Railway
Company (Limited).

JAMES PRENDERGAST,
Administrator of the Government of
the Colony of New Zealand.

(L.S.) Seal of the Colony.

FIRST SCHEDULE.

1. No sale of land shall be held until after thirty days' public notice of the time and place thereof shall be given in at least one Auckland newspaper.

2. Sales of land may either be by auction or by applications receivable on a given day. In the event of more than one application for the same section of land on the same day between the hours of 10 a.m. and 4 o'clock p.m., the land applied for shall be put up to public auction, and the bidding at such auction shall be limited to the applicants.

3. Pastoral land—that is, the higher slopes on the hills—to be surveyed generally, so far as the natural features will permit, in sections at least twice the depth to the breadth, the depth running back with the slope of the hills.

Sand-hills to be deemed pastoral land, and may be surveyed in such areas as the Company may deem best.

4. Governor to have the right of selecting, free of cost, in each town and village, on land acquired by the Company, an area not exceeding three acres for post and telegraph offices, courthouse, police-station, and other public buildings; also an area not exceeding five acres for a school site.

At cross roads or other suitable places in rural districts Governor to have the right of selecting, free of cost, five acres for a school site, at distances four or five miles apart.

5. The surveys of lands to be conducted on the New Zealand system of surveys, so that the plans, traverse reductions, and field-books may be conformable with the public survey records of the colony from which the descriptions of title are taken.

6. All record surveys and classification of agricultural and pastoral land to be subject to the approval of the Surveyor-General, or officer nominated by him.

7. All agricultural and pastoral lands, and not less than one-fourth of the area set apart for town, village, and suburban lands, shall be offered for sale not later than twelve months after the railway-line has been opened for traffic to the locality of such lands.

8. The price of agricultural and pastoral lands shall not be less per acre than the valuation already made in terms of section 102 of the said Act.

9. All lands shall be surveyed, mapped, and lithograph plans of sections published before being advertised for sale.

Witness—

L. B. LINKLATER.

FOSTER GORING,
Clerk of the Executive Council.

21st August, 1882.

J. M. DARGAVILLE,
E. MITCHELSON,
Directors.
JAMES PRENDERGAST.

SECOND SCHEDULE.

SCALE OF FARES AND CHARGES.—Vide *New Zealand Gazette* No. 87, October 24, 1881, pp. 1339–1374.

NOTE.—The Second Schedule containing the Tariff of Charges on the New Zealand Railways attached to the original contract "Kaihu Valley Railway," is *Gazette* No. 87, dated 24th October, 1881, altered as follows :—

	Miles	1	2	3	4	5	6	7	8	9	10
Part III. Goods Classified Rates—		s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
Page 1343.—K. Timber, per 100 sup. feet ...		0 8	0 8	0 8	0 8	0 8	0 8	0 9	0 10	0 11	1 0
	Miles	11	12	13	14	15	16	17	18	19	20
Page 1343.—K. Timber, per 100 sup. feet ...		1 1	1 2	1 3	1 4	1 4	1 5	1 5	1 5	1 6	1 6
	Miles	21	22	23	24	25	26	27	28	29	30
Page 1343.—K. Timber, per 100 sup. feet ...		1 6	1 6	1 6	1 6	1 6	1 7	1 7	1 7	1 7	1 7
	Miles	31	32	33	34	35	36	37	38	39	40
Page 1344.—K. Timber, per 100 sup. feet ...		1 7	1 7	1 7	1 8	1 8	1 8	1 9	1 9	1 9	1 10

Page 1354.—Part IV. Local Rates, wholly deleted.

Page 1359.—Part V. Through Rates, wholly deleted.

Page 1369.—Part VIII. Wharves, the heading "Kaipara Section" deleted, and sub-heading "Helensville Wharf" altered to "Dargaville Wharf."

Page 1370.—From "Cranage (10-ton crane) at per hour," to the end, deleted.

