

9. 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.

10. 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 Schedule C hereto.

11. *Provided*, however, that nothing herein contained in relation to the allocation of any lands for the purposes of this contract shall have any force or operation so as to give the Company any right, title, interest, or claim to or in the land proposed to be withdrawn from sale as aforesaid unless and until the allocation of land so set aside and intended to be granted to the Company shall have been approved by the General Assembly of New Zealand in the manner prescribed by sections thirteen and fourteen of the said Act.

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

12. That the maximum fares, tolls, 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 Southland Government Railways, 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 Schedule B hereunto annexed :

*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 fares, tolls, 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, 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.

13. 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 six months from the completion of the said railway.

14. And it is hereby lastly agreed that, in case this contract, or any provision thereof, shall be avoided or modified wholly or in part by a resolution or resolutions to be passed by the General Assembly of New Zealand at the present 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 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, or which may be conferred upon or given to the said Company by the said Act.

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