

1885.
NEW ZEALAND.

PURCHASE OF DISTRICT RAILWAYS.

(COPIES OF AGREEMENTS FOR).

Presented to both Houses of the General Assembly by Command of His Excellency.

No. 1.

RAKAIA AND ASHBURTON FORKS RAILWAY.

AGREEMENT.

THIS DEED, made the day of , 1885, between the RAKAIA AND ASHBURTON FORKS RAILWAY COMPANY (LIMITED), hereinafter termed "the company," of the one part, and the HON. EDWARD RICHARDSON, Minister for Public Works, for and on behalf of Her Majesty the Queen (who, with his successors in office, is hereinafter referred to as "the Minister"), of the other part.

WHEREAS in pursuance of a resolution of the shareholders of the company, passed at an extraordinary general meeting held on the 6th day of May, 1885, the directors of the said company were authorized to make such arrangements as they might think fit for the sale to the Government of the company's properties, subject to the approval of Parliament, to be obtained during the present session of the General Assembly: And whereas the said directors, in the name and on behalf of the company, have agreed to sell, and the Minister has agreed to purchase, upon the terms hereinafter set forth, the railway known as the Rakaia-Ashburton Forks Railway, extending from the South Rakaia Railway-station to Methven, a distance of about twenty-two miles, all in the Provincial District of Canterbury, together with all lands, interests in lands, permanent-way, buildings, materials, rolling-stock, tools, furniture, implements, and things belonging to or used in connection with the said railway, in any manner whatsoever, as hereinafter more particularly appears:

Now these presents witness as follows:—

1. That the company hereby agrees to sell, and the Minister, for and on behalf of Her Majesty the Queen, agrees (subject to approval as hereinafter mentioned) to purchase, at the price or sum of £72,000, Firstly, all those lands described in the First Schedule hereto; and Secondly, all that railway known as the Rakaia-Ashburton Forks Railway, extending from the South Rakaia Railway-station to Methven, a distance of about twenty-two miles, including all materials, buildings, tools, rolling-stock, furniture, goods, chattels, effects, and things of what nature soever now in use on the said railway or in hand for the future use of or used in connection with the said railway, some particulars of which are set forth in the Second Schedule hereto, together also with all that the estate, right, title, interest, privileges, and appurtenances of the company now acquired or which may hereafter be acquired in, to, over, or upon any lands, tenements, and hereditaments whatsoever for the purpose of the said railway, or the works connected therewith, particulars of which are set forth in the Third Schedule hereto.

2. That the purchase of the railway by the Minister as aforesaid, and these presents, are both made subject to the approval of the General Assembly of New Zealand; the Minister hereby undertaking to lay the proposal to purchase, together with a copy of this agreement, before both Houses of such Assembly during the present session of Parliament. If such proposal be not approved, then these presents, and every clause, matter, and thing herein contained, shall determine and be absolutely void. Should such proposal and the agreement hereby made be approved, then the purchase hereby made shall date as from the 31st March, 1885.

3. That the payment of the £72,000 before mentioned shall be made as follows: (a.) £7,000 shall be paid to the said company in debentures having twenty years to run from the 31st March, 1885, and bearing interest at the rate of £4 per centum per annum. Such interest shall be payable in the colony up to the 31st March, 1887, and the interest and the principal thereafter shall be payable either in New Zealand or in London, at the option of the holder; (b.) £64,200, representing debentures issued by the company and held by the New Zealand Loan and Mercantile Agency

Company (Limited), will be redeemed by the Government upon terms to be agreed upon with such last-mentioned company, and the interest on such debentures shall be paid by the Government to the holder or holders thereof from the 1st April, 1885, until the date when such debentures are redeemed as aforesaid; but the company shall remain liable for the payment of all interest due on the said debentures up to the said 1st April, 1885; (c) the balance, or sum of £800 (being premium payable to Messrs. J. and A. Anderson on the debentures so issued and held as aforesaid), shall be paid to the New Zealand Loan and Mercantile Agency Company (Limited) in cash.

4. That the company shall remain liable for the discharge of all liabilities in connection with the work done or in progress by the company, and also in connection with the materials obtained (or agreed for) and the lands taken or acquired in connection with the said railway, by the company, up to the 31st March, 1885.

5. That the company shall not hereafter take any proceedings against any ratepayers who have paid or are willing to pay one-half of such rates as the company are authorized to collect up to the 31st March, 1884; and, if any such proceedings have been commenced by the company, the same shall forthwith be stayed, and the company shall pay any costs incurred by it in respect of such proceedings: Provided, however, that any stay of proceedings made in terms of the foregoing provision shall in no wise prejudice the remedies of the company (if any) for recovery of the remaining half of any such rates respectively in the event of Parliament refusing to ratify the agreement hereby intended to be made.

6. That the said company shall be entitled to collect from the ratepayers one-half only of the total amount which may be or may have been authorized by the Minister to be raised by rates for the period from the 1st April, 1884, up to the 31st March, 1885, and shall be entitled to so much, if any, of the Government contribution, up to a limit of two-sevenths of amount of rate deficient towards guaranteed interest up to the same date, as may then remain unpaid, but the said company shall have no further claim on account of rates or guaranteed interest of any description for any period subsequent to the 31st March, 1885, aforesaid.

7. That, in the event of this agreement being approved by the General Assembly as aforesaid, one-half of any rate which any ratepayers have paid in full to the company for any period prior to the 31st March, 1885, shall be returned by the said company to such ratepayers: Provided, however, that, if the General Assembly does not approve this agreement, the rights of the company against the ratepayers shall not be prejudiced either as regards the recovery of rates in full for the past or for the future by reason of anything herein contained.

8. That the said company shall and will, immediately upon the execution of these presents, inform the ratepayers, by a notice published twice in a newspaper circulating in the railway district, that the Government proposes to reduce their liability to be taxed for the guaranteed interest from 5 per cent. as at present to a rate not exceeding one-half of £4 per centum per annum on the total cost of the railway for twenty years from the 31st March, 1885, and that the Government will introduce an Act into Parliament during the present session validating such arrangement.

9. That the Bill to be introduced into Parliament to ratify this agreement shall contain provisions for (a) removing difficulties (if any) in the way of enforcing payment of the half rates aforesaid from the ratepayers from the 1st April, 1882, to the 31st March, 1885; (b) for continuing the liability of such ratepayers for payment of such half-rates.

10. That the company will, as from the 31st March, 1885, keep separate accounts from those previously in use, showing the whole of the earnings and expenditure of and in connection with the railway, wherein shall be made all such entries as are usually made and entered in books of accounts of a like nature, and will furnish to the Minister proper extracts from the said books of accounts whenever called upon so to do.

11. That a good and satisfactory title shall be given by the said company to Her Majesty the Queen for all lands described in the First and Third Schedules hereto and to all properties hereby agreed to be sold, and the said company shall pay for all such lands and properties all such sums as may be due or awarded to the owners, lessees, or occupiers on account thereof (including the cost of completing the said titles to Her Majesty the Queen).

12. That the said company shall and will, immediately on payment of the said purchase-money, at the time and in the manner aforesaid, make and execute to Her Majesty the Queen a proper assurance or proper assurances of the premises; such assurance or assurances to be prepared by and at the expense of Her said Majesty, and to be left by the Minister at the office of the company for execution by the company not less than seven days before the day on which it may be arranged that the debentures to be given by the Government as aforesaid shall be handed over to the company.

13. That such of the muniments of title as relate to other property of the company, as well as to the premises hereby agreed to be sold, shall be retained by the company, and the company shall enter into the usual covenant with Her Majesty the Queen for production and furnishing copies of the same. The deed containing such covenant to be prepared by and at the expense of Her said Majesty.

14. Provided always, and it is hereby lastly declared and agreed by and between the said parties hereto, that these presents are executed by way of escrow only, pending the approval of Parliament as aforesaid; and that, in the event of Parliament refusing or delaying to ratify the same, the said company shall have no right of action against Her Majesty or the Government of the colony, or the Minister, nor any claim to compensation for any damages which may occur to the company by reason of such delay or refusal.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

The common seal of the Rakaia and Ashburton Forks Railway Company (Limited) was hereto affixed at a duly-constituted meeting of directors of the said company, held at the office of the company, this day of , 1885, in presence of

(L.S.)

(Witness):

Secretary of the Rakaia and Ashburton Forks Railway Company (Limited).

(L.S.)

Minister for Public Works.

(Witness)

FIRST SCHEDULE.

STATEMENT of the situation, sectional number, and approximate area of each of the parcels of land taken for the railway:—

Rakaia Survey District.—No. 16196, 1 rood 6 perches; No. 7130, 3 roods 39 perches.

Ashburton Survey District.—No. 15645, 1 acre and 34 perches; No. 26107, 1 acre and 29 perches; No. 17503, 1 acre 2 roods 24 perches; No. 26454, 2 acres; No. 27304, 1 acre 3 roods 12 perches; No. 27304, 3 roods 34 perches; No. 27303, 1 rood 10 perches.

Corwar Survey District.—No. 27688, 0·5 perches; No. 1013, 1 rood 8·8 perches (reserve); No. 28044, 2 roods 30·7 perches; No. 28045, 1 acre 2 roods 30 perches; No. 28792, 2 acres and 12 perches; No. 26757, 1 acre 1 rood 6·6 perches; No. 27399, 1 rood 33·4 perches; No. 2180, 1 acre and 24 perches (reserve).

Spaxton Survey District.—No. 26776, 1 acre 3 roods; No. 30380, 3 acres 3 roods 37 perches; No. 2379, 1 acre (reserve); No. 2379, 4 acres 2 roods 13 perches (reserve); No. 2379, 1 acre 1 rood 6 perches (reserve); No. 30755, 1 acre and 31 perches.

All in the Provincial District of Canterbury; as the same are more particularly delineated on the plan (or plans) marked "P.W.D. 13305," deposited in the office of the Minister for Public Works, at Wellington, in the Provincial District of Wellington.

SECOND SCHEDULE.

Rakaia and Ashburton Forks Railway.

BUILDINGS, yards, platforms, &c. Permanent way, including sidings, 24 miles 58 chains 55 links.

Rakaia Junction.—1 eight-roomed house, 1 tank-stand, 4 tanks.

Hatfield.—1 station-building, 12ft. by 8ft.; passenger platform, 67ft.; loading platform, 65ft.

Somerton.—1 station-building, 12ft. by 8ft.; passenger platform, 67ft.; loading platform, 66ft.

Mitcham.—1 station-building, 12ft. by 8ft.; passenger platform, 67ft.; loading platform, 66ft.

Sherwood.—1 station-building, 12ft. by 8ft.; passenger platform, 67ft.; loading platform, 66ft.

Lauriston.—1 station-building, 12ft. by 8ft.; passenger platform, 67ft.; loading platform, 66ft.; urinals; 1 tank-stand and 4 tanks; 1 hand-force-pump and lift; 1 concrete tank, in ground, 8ft. deep and 8ft. diameter, fed by water-race; 1 platelayer's cottage, iron, three rooms.

Urrall.—1 station-building, 12ft. by 8ft.; passenger platform, 67ft.; loading platform, 66ft.

Lyndhurst.—1 station-building, 12ft. by 8ft.; passenger platform, 67ft.; loading platform, 66ft.

Cairnbrae.—1 station-building, 12ft. by 8ft.; passenger platform, 67ft.; loading platform, 65ft.

Methven.—1 station-building, 60ft. by 12ft.; passenger platform, 66ft.; 1 goods-shed, 51ft. by 39ft.; loading platform, 71ft. 6in.; urinals; engine-shed, 46ft. 2in. by 22ft. 8in.; coal-shed, 13ft. 3in. by 9ft. 3in.; 1 tank-stand and 4 tanks, delivery-valve and hose, complete; 1 16-ft. Corcoran windmill, with shed 8ft. square under stand; 1 underground cement tank, 10ft. deep and 8ft. diameter; 1 stationmaster's house, four rooms; 1 water-closet; 4 cottages, three rooms each, with outhouses; 5 400-gallon tanks.

THIRD SCHEDULE.

STATEMENT of the lands acquired by the company in the Provincial District of Canterbury, showing from whom acquired, sectional numbers, and area:—

Government Reserve.—No. 1450.

Secord's Trustees.—No. 5732, 3 roods 2 perches.

H. P. Murray-Aynsley.—No. 16196, 1 acre 2 roods 32 perches.

New Zealand and Australian Land Company.—No. 7130, 3 roods 39 perches; No. 15645, 1 acre and 34 perches: total, 2 acres and 33 perches.

J. L. and E. S. Coster.—No. 27118, 3 acres; No. 26107, 1 acre 2 roods 2 perches; No. 17502, 6 acres; No. 17503, 1 acre 2 roods 24 perches: total, 12 acres and 26 perches.

W. Hinds and George Roberts.—No. 26454, 1 acre 3 roods 39·5 perches.

Gould and Cameron.—No. 27220, 8 acres.

J. C. Helmore.—No. 27304, 1 acre 3 roods 12 perches; No. 27304, 3 roods 37 perches; No. 27303, 3 roods 13 perches; No. 28044, 2 roods 30 perches; No. 28045, 1 acre 2 roods 20 perches; No. 27688, 5 perches: total, 5 acres 3 roods 37 perches.

Gravel Reserve.—No. 1013, 1 rood 8·8 perches.

Lytelton Borough Council Reserve.—No. 2181, 1 acre 2 roods 28·16 perches; No. 2180, 1 acre and 24 perches: total, 2 acres 3 roods 12·16 perches.

F. B. Passmore.—No. 27849, 3 acres and 33·28 perches.
Cuff and Graham.—No. 28792, 2 acres and 12 perches.
P. and R. K. Lawrie.—No. 26757, 1 acre 1 rood 6·6 perches.
J. Beaumont.—No. 27399, 1 rood 33·4 perches.
McKerrow and Maine.—No. 28277, 8 acres and 11 perches.
J. L. and E. S. Coster.—No. 28276, 9 acres 3 roods 36·9 perches.
W. P. Cowlshaw and Others.—No. 26776, 1 acre 3 roods.
C. H. Williams.—No. 30380, 3 acres 3 roods 37 perches.
Sydenham Borough Council.—No. 30493, 7 acres 1 rood 6 perches.
Robert Campbell.—No. 29907, 2 acres and 21 perches.
W. N. Milton.—No. 28776, 5 acres and 23 perches.
R. F. Holderness.—No. 30755, 1 acre and 31 perches.
A. Prunty.—No. 28775, 1 rood 17 perches.
D. Henderson.—No. 28288, 2 acres 3 roods 8 perches.
Duncan Cameron.—No. 28681, 3 roods 10·4 perches; No. 21495, 1 rood 6·6 perches; No. 28681, 5 acres 2 roods 16 perches: total, 6 acres 2 roods 33 perches.
Government Reserve.—No. 2026, 12 acres 3 roods.
 Grand total, 105 acres and 15·86 perches.

No. 2.

WAIMATE RAILWAY AGREEMENT.

THIS DEED, made the day of , 1885, between the WAIMATE RAILWAY COMPANY (LIMITED) (hereinafter termed "the company") of the one part, and the Hon. EDWARD RICHARDSON, Minister for Public Works, for and on behalf of Her Majesty the Queen (who, with his successors in office, is hereinafter referred to as "the Minister"), of the other part.

WHEREAS the company has agreed to sell, and the Minister has agreed to purchase, at the sum of £33,913, the railway known as the Waimate Railway, extending from the Township of Waimate to the Waihao Valley, in the Provincial District of Canterbury a distance of about 8 miles 23 chains, together with all lands, permanent way, buildings, materials, rolling-stock, tools, furniture, implements, and things belonging to or used in connection with the said railway in any manner whatsoever, as hereinafter more particularly appears.

Now these presents witness as follows:—

1. The company hereby agrees to sell, and the Minister, for and on behalf of her Majesty the Queen, agrees (subject to approval as hereinafter mentioned) to purchase, at the price or sum of £33,913—Firstly, all those lands described in the First Schedule hereto; secondly all that railway known as the Waimate Railway, extending from the Township of Waimate to the Waihao Valley, as far as the said railway is at present constructed, a distance of about 8 miles 23 chains, including all materials, buildings, tools, rolling-stock, furniture, goods, chattels, effects, and things of what nature soever now in use on the said railway, or in hand for the future use of or used in connection with the same, some particulars of which are set forth in the Second Schedule hereto; together also with all that the estate, right, title, interest, privileges, and appurtenances of the company now acquired, or which may hereafter be acquired, in, to, over, or upon any lands, tenements, and hereditaments whatsoever for the purposes of the said railway or the works connected therewith, particulars of which said interests are set forth in the Third Schedule hereto.

2. That the purchase of the railway by the Minister as aforesaid, and these presents, are both made subject to the approval of the General Assembly of New Zealand and of the shareholders of the company, the Minister hereby undertaking to lay the proposal to purchase, together with a copy of this agreement, before both Houses of such Assembly during the present session of Parliament. If such proposal be not approved, either by the General Assembly or the said shareholders as hereinafter mentioned, then these presents and every clause, matter, and thing herein contained shall determine and be absolutely void. Should such proposal and the agreement hereby made be approved, then the purchase hereby made shall date as from the 31st March, 1885.

3. That the directors of the company shall, as soon as practicable after the adoption of this agreement by the General Assembly, convene an extraordinary general meeting of the company, and submit to such meeting a resolution assenting to the terms of these presents, and in the event of such resolution being then passed the said directors shall convene a general meeting of the shareholders of the company, to be held as soon as the same can by law be held, for the purpose of confirming such resolution, and shall immediately after the confirmation of such resolution, if the same shall be confirmed, notify such confirmation to the Colonial Treasurer of New Zealand, and the company shall then proceed to perform this agreement on its part.

4. That the payment of the £33,913 before mentioned shall be made to the said company in debentures, having twenty years to run from the 31st day of March, 1885, and bearing interest at the rate of £4 per centum per annum.

5. That such interest shall be payable in the colony up to the 31st day of March, 1887, and the interest and the principal thereafter shall be payable either in New Zealand or in London, at the option of the holder.

6. That the company shall remain liable for the discharge of all liabilities in connection with the work done or in progress, and also in connection with the materials obtained or agreed for, and the lands taken or acquired, in connection with the said railway, up to the 31st day of March, 1885.

(Witness) :

FIRST SCHEDULE.

STATEMENT of the situation, sectional number, and approximate area of each of the parcels of land taken for the railway:—

Waimate Survey District.—No. 6298, 3 roods 35 perches; No. 10724, 3 roods 16 perches; No. 6302, 37 perches; No. 10807, 36 perches; No. 33550, 1 acre 1 rood 33 perches; No. 10406, 2 roods 35 perches; No. 22678, 2 roods 32 perches.

Waitaki Survey District.—No. 19555, 2 acres 1 rood 37 perches; No. 19343, 3 acres 3 roods 28 perches. No. 17866, 25 perches; No. 15888, 2 acres 3 roods 16 perches; No. 12378, 35 perches; No. 11585, 1 acre and 37 perches; No. 12378, 2 roods 4 perches; No. 15888, 3 roods 14 perches; No. 15887, 7 acres 1 rood 27 perches; No. 17868, 2 acres 1 rood 27 perches; No. 17849, 1 rood 17 perches; No. 17867, 39 perches; No. 22167, 9 acres 1 rood 24 perches; No. 22624, 1 rood 24 perches; No. 22624, 5 acres 1 rood 28 perches; No. 20175, 2 roods 33 perches; No. 20185, 2 roods 29 perches.

Waitaki and Elephant Hill Survey District.—No. 18960, 5 acres and 7 perches.

Elephant Hill Survey District.—No. 20508, 1 acre 2 roods 18 perches.

All in the Provincial District of Canterbury; as the same are more particularly delineated on the plan (or plans) marked "P.W.D. 13,021," deposited in the office of the Minister for Public Works, at Wellington, in the Provincial District of Wellington.

SECOND SCHEDULE.

BUILDINGS, yards, platforms, &c. Permanent way, including sidings, 9 miles 10 chains 30 links.

Waihao Forks.—1 goods-shed, 60ft. by 30ft.; 1 station, 13 feet by 35 feet; 1 cattle-yard; 1 water-supply, complete; passenger platform, 100 feet; loading platform, 60 feet.

Waihao Downs.—1 goods-shed, 40ft. by 30ft.; 1 office-and-lobby station; 1 water-supply, complete; passenger platform, 60 feet; loading platform, 60 feet.

Arno.—1 office-and-lobby station; passenger platform, 35 feet; loading platform, 30 feet.

McLean's.—1 office-and-lobby station; passenger platform, 31 feet; loading platform, 50 feet.

THIRD SCHEDULE.

STATEMENT of the lands acquired by the company in the Provincial District of Canterbury, showing from whom acquired, sectional numbers, and area:—

Michael Studholme.—No. 6298, 38 perches; No. 6298, 2 roods 37 perches; closed roadway, 9 perches; No. 6302, 37 perches; No. 33550, 1 acre 1 rood 33 perches; No. 22678, 2 roods 32 perches; No. 17866, 25 perches; No. 15888, 2 acres 3 roods 16 perches; No. 15888, 3 roods 14 perches; No. 15887, 3 acres and 21 perches; No. 15887, 4 acres 1 rood 6 perches; No. 17868, 2 roods 12 perches; No. 17868, 1 acre; No. 17868, 1 rood 22 perches; closed roadway, 1 acre 1 rood 32 perches; No. 17867, 39 perches; No. 22167, 2 acres and 35 perches; No. 22167, 7 acres and 29 perches; No. 10807, 36 perches; No. 10406, 2 roods 35 perches; No. 12378, 35 perches; No. 11585, 12 perches; No. 11585, 1 acre and 25 perches; No. 12379, 2 roods 4 perches; No. 10724, 3 roods 16 perches: total, 31 acres 2 roods.

James McPherson.—No. 17849, 1 rood 17 perches.

John Douglas.—No. 22624, 5 acres 1 rood 11 perches; No. 22624, 17 perches; No. 20175, 1 rood 16 perches; No. 20175, 1 rood 17 perches; No. 20185, 2 roods 29 perches; No. 18960, 5 acres and 7 perches; No. 20508, 1 acre 2 roods 18 perches: total, 13 acres 1 rood 35 perches.

Leonard Price.—No. 19555, 5 acres 3 roods 12 perches; No. 19343, 2 roods 13 perches: total, 6 acres 1 rood 25 perches.

County Council.—Part road, Waihao Forks, 35 perches.

Grand total, 51 acres 3 roods 32 perches.

No. 3.

DUNTROON AND HAKATERAMEA RAILWAY (OFFICIAL LIQUIDATOR OF) AGREEMENT.

THIS DEED made the _____ day of _____, 1885, between GEORGE SEPTIMUS BRODRICK, Official Liquidator of the Duntroon-Hakateramea Railway Company (Limited), hereinafter termed "the liquidator," of the one part, the Hon. EDWARD RICHARDSON, Minister for Public Works, for and on behalf of Her Majesty the Queen (who, with his successors in office, is hereinafter referred to as "the Minister"), of the other part.

WHEREAS the liquidator has agreed to sell and the Minister has agreed to purchase at the sum of £61,100 the railway known as the Duntroon-Hakateramea Railway, extending from the Township of Duntroon, Otago, to the Round Hill, Hakateramea Valley, Canterbury, together with all lands, permanent way, buildings, materials, rolling-stock, tools, furniture, implements, and things belonging to or used in connection with the said railway in any manner whatsoever, as hereinafter more particularly appears:

Now these presents witness as follows:—

I. That the liquidator hereby agrees to sell, and the Minister, for and on behalf of Her Majesty the Queen, agrees (subject to approval as hereinafter mentioned) to purchase, at the price or sum of £61,100—Firstly, all those lands described in the First Schedule hereto; secondly, all that railway known as the Duntroon-Hakateramea Railway, extending from the Township of Duntroon, Otago, to the Round Hill, Hakateramea Valley, Canterbury, as far as the railway is at present constructed, including all material, buildings, tools, rolling-stock, furniture, goods, chattels, effects, and things of

what nature soever now in use on the said railway or in hand for the future use of or used in connection with the said railway, some particulars of which are set forth in the Second Schedule hereto : together also with all that the estate, right, title, interest, privileges, and appurtenances of the company now acquired, or which may hereafter be acquired, in, to, over, or upon any lands, tenements, and hereditaments whatsoever for the purposes of the said railway, or the works connected therewith, particulars of which said interests are set forth in the Third Schedule hereto.

II. That the purchase of the railway by the Minister as aforesaid and these presents are both made subject to the approval of the General Assembly of New Zealand, the Minister hereby undertaking to lay the proposal to purchase, together with a copy of this agreement, before both Houses of such Assembly during the present session of Parliament. If such proposal be not approved, then these presents and every clause, matter, and thing herein contained shall determine and be absolutely void. Should such proposal and the agreement hereby made be approved, then the purchase hereby made shall date as from the 31st March, 1885.

III. That the liquidator will, as soon as practicable after the adoption of this agreement by the General Assembly, apply to the Supreme Court of New Zealand at Dunedin for an order assenting to the terms of these presents, and to the sale and purchase intended to be hereby effected, and shall, immediately upon obtaining such order (if granted), forward a copy of the same to the Minister for Public Works of New Zealand, and the liquidator shall then proceed to perform this agreement on his part.

IV. That the payment of £61,100 before mentioned shall be made to the said liquidator in debentures, having twenty years to run from the 31st March, 1885, and bearing interest at the rate of £4 per centum per annum. Such interest shall be payable in the colony up to the 31st March, 1887, and the interest and principal thereafter shall be payable either in New Zealand or in London, at the option of the holder.

V. That the liquidator shall remain liable for the discharge of all liabilities in connection with the work done or in progress, and also in connection with the materials obtained or agreed for and the lands taken or acquired in connection with the said railway up to the 31st March, 1885.

VI. That the liquidator shall not hereafter take any proceedings against any ratepayers who have paid or are willing to pay one-half of such rates as the company are authorized to collect up to the 31st March, 1884; and if any such proceedings have been commenced by the liquidator the same shall forthwith be stayed, and the liquidator shall pay any costs incurred by him in respect of such proceedings: Provided, however, that any stay of proceedings made in terms of the foregoing provision shall in no wise prejudice the remedies of the liquidator (if any) for recovery of the remaining one-half of any such rates respectively in the event of Parliament refusing to ratify the agreement hereby intended to be made.

VII. That the said liquidator shall be entitled to collect from the ratepayers one-half only of the total amount which may be or may have been authorized by the Minister to be raised by rates for the period from the 1st April, 1884, up to the 31st March, 1885, and shall be entitled to so much, if any, of the Government contribution towards guaranteed interest up to the same date as may then remain unpaid; but the said liquidator shall have no further claim on account of rates or guaranteed interest of any description for any period subsequent to the 31st March, 1885, aforesaid.

VIII. That, in the event of this agreement being approved by the General Assembly as aforesaid, one-half of any rate which any ratepayers have paid in full to the company for any period prior to the 31st March, 1885, shall be returned by the said liquidator to such ratepayers: Provided, however, that if the General Assembly does not approve this agreement the rights of the liquidator against the ratepayers shall not be prejudiced, either as regards the recovery of rates in full for the past or for the future, by reason of anything herein contained.

IX. That the said liquidator shall and will, immediately upon the execution of these presents, inform the ratepayers by a notice published twice in a newspaper circulating in the railway district that the Government proposes to reduce their liability to be taxed for the guaranteed interest from 5 per centum, as at present, to a rate not exceeding one-half of £4 per centum per annum on the total cost of the railway for twenty years from the 31st March, 1885; and that the Government will introduce an Act into Parliament at its present session validating such arrangement.

X. That the Bill to be introduced into Parliament to ratify this agreement shall contain provisions for (a) removing difficulties, if any, in the way of enforcing payment of the half-rates aforesaid from the ratepayers from the 1st April, 1883, to the 31st March, 1885; (b) for continuing the liability of such ratepayers for payment of such half-rates.

XI. That the liquidator will, as from the 31st March, 1885, keep separate accounts from those previously in use, showing the whole of the earnings and expenditure of and in connection with the railway, wherein shall be made all such entries as are usually made and entered in books of accounts of a like nature, and will furnish to the Minister proper extracts from the said books whenever called upon so to do.

XII. That a good and satisfactory title shall be given by the said liquidator to Her Majesty the Queen for all lands described in the First and Third Schedules hereto, and to all properties hereby agreed to be sold; and the said liquidator shall pay for all such lands and properties all such sums as may be due or awarded to the owners, lessees, or occupiers on account thereof, including the cost of completing the said titles to Her Majesty the Queen.

XIII. That the said liquidator shall and will, immediately on payment of the said purchase-money, at the time and in the manner aforesaid, make and execute to Her Majesty the Queen a proper assurance or proper assurances of the premises, such assurance or assurances to be prepared by and at the expense of Her said Majesty, and to be left by the Minister at the office of the liquidator for execution by him not less than seven days before the day on which it may be arranged that the debentures to be given by the Government as aforesaid shall be handed over to the liquidator.

XIV. That such of the muniments of title as relate to other property of the company, as well as to the premises hereby agreed to be sold, shall be retained by the liquidator, and the liquidator shall enter into the usual covenant with Her Majesty the Queen for production and furnishing copies of the same. The deed containing such covenant to be prepared by and at the expense of Her said Majesty.

XV. Provided always, and it is hereby lastly declared and agreed by and between the said parties hereto, that these presents are executed by way of escrow only, pending the approval of Parliament as aforesaid, and that in the event of Parliament refusing or delaying to ratify the same, the said liquidator shall have no right of action against Her Majesty the Queen or the Government of the colony or the Minister, nor any claim to compensation for any damage which may occur to the liquidator by reason of such delay or refusal.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

The common seal of the Duntroon-Hakateramea
Railway Company (Limited) was hereto affixed
by the liquidator this day of ,
1885, in the presence of—

(L.S.)

(Witness):

FIRST SCHEDULE.

STATEMENT of the situation, sectional number, and approximate area of each of the parcels of land taken:—

Maruwhenua Survey District.—Nos. 2, 3, 4, 5, 6, Block IV., and Nos. 1, 2, 3, 6, 26, 9, 10, 11, 12, 13, 14, 15, 16, Block V. and portion of Block XII., 42 acres 1 rood 36 perches; Block XII., portion of Otekaike river-bed, 1 acre and 2 perches; portion of Block XII., 22 acres 2 roods 12 perches.

Maruwhenua and Kurow Survey District.—Portion of Otaik river-bed, 1 acre and 3 perches.

Kurow Survey District.—Block III., portion of railway reserve, 35 acres 2 roods 32 perches; Block I., portion of railway reserve, 16 acres and 29 perches; No. 6, Block I., 5 acres 3 roods 15 perches; Block I., portion of Kurow river-bed, 3 acres and 35 perches; No. 5, Block I., 10 acres 3 roods 6 perches.

Township of Kurow.—Portion of railway reserve, 12 acres and 20 perches.

All in the Provincial District of Otago; as the same are more particularly delineated on the plan or plans marked W.R.—P.W.D. 12779, deposited in the office of the Minister for Public Works in Wellington, in the Provincial District of Wellington, and thereon coloured pink.

Also all such lands as are occupied by railway on the Canterbury side of the Waitaki River.

SECOND SCHEDULE.

PERMANENT way, including sidings, 16 miles 7 chains 23 links; temporary track, river-bed, 17 chains, 21 links.

Otekaike.—Station platform, water-tanks, cattle-yards.

Strachan's Station.—Loading-bank.

Kurow Station.—Stationmaster's house (five rooms), office-and-lobby station, ladies' waiting room, platform, water-tanks, urinals, loading-bank, goods-shed, engine-shed, engine driver's house.

Hakateramea.—Goods-shed, loading-bank.

THIRD SCHEDULE.

STATEMENT of the situation, sectional number, and approximate area of each of the parcels of land taken:—

Maruwhenua Survey District.—Nos. 2, 3, 4, 5, 6, Block IV., and Nos. 1, 2, 3, 6, 26, 9, 10, 11, 12, 13, 14, 15, 16, Block V. and portion of Block XII., 42 acres 1 rood 36 perches; Block XII., portion of Otekaike river-bed, 1 acre and 2 perches; portion of Block XII., 22 acres 2 roods 12 perches.

Maruwhenua and Kurow Survey District.—Portion of Otaik river-bed, 1 acre and 3 perches.

Kurow Survey District.—Block III., portion of railway reserve, 35 acres 2 roods 32 perches; Block I., portion of railway reserve, 16 acres and 29 perches; No. 6, Block I., 5 acres 3 roods 15 perches; Block I., portion of Kurow river-bed, 3 acres and 35 perches; No. 5, Block I., 10 acres 3 roods 6 perches.

Township of Kurow.—Portion of railway reserve, 12 acres and 20 perches.

All in the Provincial District of Otago; as the same are more particularly delineated on the plan or plans marked W.R.—P.W.D. 12779, deposited in the office of the Minister for Public Works in Wellington, in the Provincial District of Wellington, and thereon coloured pink.

Also all such lands as are occupied by railway on the Canterbury side of the Waitaki River.

No. 4.

THAMES VALLEY AND ROTORUA RAILWAY AGREEMENT.

THIS DEED, made the fifteenth day of May, 1885, between the THAMES VALLEY AND ROTORUA RAILWAY COMPANY (LIMITED), hereinafter, with its successors and assigns, included in and referred to as "the company," of the one part, and HER MAJESTY THE QUEEN, of the other part.

WHEREAS the company has been formed for, *inter alia*, the objects hereinafter mentioned :—

I. To construct a railway, with all convenient branches, under the provisions of an Act of the General Assembly of New Zealand intituled "The District Railways Act, 1877," or any subsisting statutory modification thereof or otherwise, from Morrinsville, in the Provincial District of Auckland, in the Colony of New Zealand, to a point within the Mangarautawhiri Block, in the County of Piako, in the said provincial district, and also to equip with rolling-stock, machinery, and plant, and to maintain and work the same ;

II. To construct a railway, with all convenient branches, under the provisions of an Act of the General Assembly of New Zealand intituled "The Railways Construction and Land Act, 1881," or any subsisting statutory modification thereof or otherwise, from a point within Mangarautawhiri Block, in the County of Piako, in the Provincial District of Auckland, in the Colony of New Zealand, to the Village of Ohinemutu, in the said provincial district, and also from any other point or place to any other point or place, both being within the said Provincial District of Auckland, which respectively the company may from time to time determine, and also to equip with rolling-stock, machinery, and plant, and maintain and work any railway so constructed ;

III. To make any machinery, and to construct or contribute to the cost of constructing any buildings or works, necessary or convenient for the purposes of the company, or calculated to promote the interests of the company ;

IV. To purchase, take, lease, exchange, hire, or otherwise acquire any real or personal property, or any rights, easements, or privileges, necessary or convenient for the purposes of the company, or calculated to promote the interests of the company ;

V. To contract for the acquisition of, and to manage and improve, any land to be granted to the company by the Government of New Zealand, with power to found on such land towns or villages, with roads, streets, public places, and all necessary accessories, to drain and build upon the said land, and to sell, lease, mortgage, or otherwise deal with the same ;

VI. To acquire, by purchase or otherwise, from any person or persons, any other land adjoining the said railway or in the neighbourhood thereof, or which land so acquired will be benefited by the construction of the said railway, with a like power of managing and improving the same, and of founding towns and villages, with all necessary accessories, selling, leasing, mortgaging, or otherwise dealing with the same ;

VII. To enter into contracts with any person or persons, or other companies, or the Governor or the Government of the Colony of New Zealand, as to the running powers, interchanges of traffic, or otherwise, in relation to the development of the property of the company, and to do all such things as are conducive to the carrying on of the business of the company ;

VIII. Either in the Colony of New Zealand or elsewhere to borrow money, and raise and take up the same at interest, by the issue of or upon bonds, debentures, bills of exchange, promissory notes, or other obligations or securities of the company, or by mortgage, pledge, hypothecation, or charge of the goodwill of any railway construed by the company, and all or any of the property of the company, or of its uncalled capital, or of its revenues or income, or by all or any of the aforesaid means combined, or in such other manner as the company shall think fit ;

IX. To draw, make, indorse, accept, negotiate, and execute bills of exchange, promissory notes, and other negotiable instruments ;

X. Either in the Colony of New Zealand or elsewhere to sell, mortgage, lease, let, or hire, or dispose of all or any railways constructed by the company, and the goodwill thereof, and the rolling-stock, material, plant, and all other property of the company, or any part thereof, respectively ;

XI. To sell, mortgage, or lease as a whole, or in one or more lot or lots, and either in New Zealand or elsewhere, any lands which may become the property of the company by virtue of the provisions of "The Railways Construction and Land Act, 1881," or otherwise howsoever, or which the company may have power to sell, mortgage, or lease ;

XII. To do all necessary and proper acts and things for the purposes of procuring to be passed and enacted by the General Assembly of New Zealand an Act or Acts of the said Assembly whereby the said company may be enabled to construct and maintain the said railway from a point in the said Mangarautawhiri Block to the said Village of Ohinemutu, and to obtain thereby and thereunder all and every the like benefits and advantages which the said company would have obtained had the said railway been made and constructed under "The Railways Construction and Land Act, 1881 ;"

XIII. To do, perform, and execute all such acts and things as the company, within the meaning of "The District Railways Act, 1877," aforesaid, and "The Railways Construction and Land Act, 1881," may or ought to do, execute, or perform, or as shall be necessary or desirable, so as to comply with the provisions of the said Acts or any subsisting statutory modification thereof, and to obtain the full benefit and advantage of such provisions ;

XIV. And generally to do all things whatsoever, directly or indirectly, incident to the above-mentioned undertaking, or to carry into effect the purposes of the said Acts :

And whereas the company has constructed part of the said lines of railway from Morrinsville to Lichfield, within the Mangarautawhiri Block aforesaid, and has erected and constructed certain stations, buildings, and sheds, and other conveniences, for the purposes of the said railway : And

whereas the company has purchased and otherwise acquired in connection with the said railway certain freehold lands and certain plant, rolling-stock, and material : And whereas, on the 16th day of April, 1885, the company, being desirous of disposing of the entirety of its assets and business, in accordance with the articles of association of the company, passed at an extraordinary general meeting thereof the following resolution : “ That the directors be empowered and authorized to contract for the sale or lease of the whole of the company’s property upon the terms expressed in a draft contract between the Government and the company submitted to this meeting, with such modifications as may be deemed necessary : ” And whereas the company and Her Majesty the Queen have agreed with each other for the sale and purchase hereinafter mentioned, under and subject to the terms and conditions hereinafter set forth :

Now it is mutually agreed between and by the company and Her Majesty the Queen as follows :—

1. That the company shall sell, and Her Majesty the Queen shall purchase, all and singular the land, tenements, and hereditaments of the company, in the Provincial District of Auckland, which it has already acquired or may hereafter acquire by virtue of its incorporation or otherwise, for the purposes aforesaid, and all easements, rights and privileges, servitudes or appurtenances, appendant or in gross, already acquired or which may be hereafter acquired by the company, into over or upon any lands, tenements, or hereditaments, in the Provincial District of Auckland aforesaid, and whether belonging to Her Majesty the Queen or any public body or private individual, and the use and enjoyment of which may have been or shall be hereafter acquired legally, equitably, or permissively for the purposes of the railway works projected or constructed by the company for the purposes aforesaid ; and also all the railway stock, plant, machinery, engines, carriages, rails, tools, implements, fittings, fixtures, and all other the goods and chattels of the company now or at any time hereafter belonging to it in connection with its railway works or the line or lines of railway aforesaid ; and also the full benefit and advantage of any contracts entered into by the company for the construction of the said railway works or the line or lines of railway aforesaid, and of all contracts for the purchase of rolling-stock, plant, machinery, engines, carriages, rails, tools, implements, fittings, and all other goods and chattels in connection with the railway works or the line or lines of railway aforesaid.

2. The purchase-money shall be as follows: The sum of £115,534 7s. 11d. for the works constructed or in progress between Morrinsville and Lichfield, and for the materials and other things procured or to be procured as set forth in the First Schedule hereto. The company shall pay and discharge all purchase-money and other liabilities in connection with the said railway and works, or the line or lines of railway aforesaid, and with respect to any railway stock, plant, machinery, engines, carriages, rails, tools, implements, fittings, fixtures, and all other goods and chattels purchased or required in connection with the said railway works or the line or lines of railway aforesaid, and also all compensation or purchase-moneys payable or necessary in respect of the 526 $\frac{3}{4}$ acres of land purchased or required for the purposes of the said railway works or the line or lines of railway aforesaid, as set forth in the Second Schedule hereto ; but should the company, for the purposes of such construction as aforesaid, require, in the opinion of the Government engineer, to purchase rolling-stock, plant, machinery, engines, carriages, rails, tools, or goods other than those specified in the First Schedule hereto, then the Queen will pay to the company the cost-price of and all costs and expenses connected with the same, and should the company be compelled to pay a larger sum than £1,191 in the purchase of land, or in compensation for taking lands for the company, then the Queen will pay the company any excess over the said sum of £1,191 so paid by the company.

3. In addition to the sum of £650 inserted in the Third Schedule hereto as being payable by the Queen in respect of expenses of land survey, the Queen agrees to pay the company the cost of making a good and satisfactory title to the Queen of the 526 $\frac{3}{4}$ acres of land aforesaid, and also all land occupied by the railway, or by any buildings or erections, or any railway works in connection with the railway works or the line or lines of railway aforesaid.

4. Payment of the above amounts shall, when and so soon as the company shall have transferred the aforesaid property and premises to Her Majesty the Queen, in accordance with the terms aforesaid, be made by debentures issued by the General Government of New Zealand in the ordinary form, having twenty years’ currency from the 1st April, 1885, and bearing interest at the rate of £4 per cent. per annum, payable in London.

5. The company shall not, for the space of two years from the 31st day of March, 1885, place any of the said debentures on the London market, and shall obtain and deliver to Her Majesty the Queen the undertaking of any bankers for the time being of the company not to so place the said debentures during the said period ; and for a breach of this condition the company agrees to pay to Her Majesty the Queen the sum of £10,000 as and for liquidated damages.

And this agreement further witnesseth that the company and Her Majesty the Queen mutually agree, the one with the other, as follows:—

6. That the company shall, within one year from the 31st day of March, 1885, at its own cost and expense, construct, complete, and finish ready for traffic all that portion of the uncompleted line of railway between Morrinsville and Lichfield, and construct and erect all requisite and necessary buildings and railway works connected therewith, to the satisfaction of Her Majesty the Queen, at a cost not exceeding £40,853, as set forth in the Third Schedule hereto, including the purchase and acquisition (if required) of all necessary land for the purposes of the said railway works and the line or lines of railway, and shall convey and transfer to Her Majesty the Queen the railway works so constructed as aforesaid and the land purchased or acquired therefor.

7. The said sum of £40,853 shall be paid, when and so soon as the company shall have carried out the agreements contained in the preceding paragraph, by debentures issued by the General

Government of New Zealand, having a currency of twenty years from the 1st April, 1885, payable in London, and bearing interest at the rate of £4 per centum per annum; and with respect to these debentures the company binds itself in the same manner and extent as is hereinbefore provided in paragraph 5 with respect to the debentures to be issued in respect of the first part of this agreement: Provided always that until the delivery of the said debentures Her Majesty the Queen shall allow and pay to the company interest upon moneys expended by the company in and about the construction and completion of the said incompleting portion of the said railway and works from Morrinsville to Lichfield, at and after the rate of £6 per centum per annum, to be computed from time to time upon the moneys so expended by the company, after Her Majesty the Queen shall be satisfied that such moneys have been so expended by the company for the purpose aforesaid, and shall further allow £2 per centum from the date of the delivery of the said debentures until the 31st day of March, 1887.

And this agreement further witnesseth that the company and Her Majesty the Queen further agree, the one with the other, as follows:—

8. That the company shall, at its own costs and charges, construct and completely finish, ready for traffic, to the satisfaction of Her Majesty the Queen, the line of railway between Putaruru, near Lichfield, and Rotorua, and construct and finish all buildings, erections, stations, and other railway works connected with or necessary for the said railway: Provided always that the company shall not enter into any contract for the purposes aforesaid, nor construct any railway works, except the same shall be first approved of by the Minister for Public Works or the Minister for the time being acting as such; and the company shall, in carrying out this portion of their agreement, be bound to comply with the instructions which may be issued by the Minister aforesaid as to the nature of the works to be constructed, the tenders to be accepted, and the time when such railway works are to be proceeded with, and generally shall be bound to accept and act on instructions as to construction and completion of the said railway works as the said Minister may from time to time direct.

Under this clause the company shall be bound to purchase or acquire all land required for the construction of the said railway and works between Putaruru and Rotorua, but in so doing the sanction and approval of the Minister aforesaid shall in all cases be first obtained.

9. Her Majesty the Queen agrees to make payment to the company for the costs and expenses of the construction of that portion of the railway from Putaruru to Rotorua as aforesaid, and the line of railway, and the buildings, erections, stations, and other railway works connected with or necessary to the said railway as hereinbefore agreed, as follows:—

10. The company shall from time to time, as the construction aforesaid shall proceed, issue the company's debentures, in such form as Her Majesty the Queen may from time to time prescribe, for the value of the works constructed and expenditure of every kind in connection with the said construction, and such debentures shall bear interest at such rate per annum as Her Majesty shall direct, and shall be payable at such date from the issue thereof as shall not be beyond the 31st day of March, 1888. Her Majesty the Queen shall, upon being satisfied that the works in connection with that portion of the said railway from Putaruru to Rotorua hereinbefore agreed to be constructed have been constructed, and other expenditure incurred to the value represented by the said company's debentures, in addition to the value of the works represented by other debentures theretofore or then issued in respect of the said portion of the said railway works, pay to the company or the holders of the said debentures the amount represented thereby; and, further, that, when and so soon as the said railway works in connection with that portion of the railway between Putaruru and Rotorua hereinbefore agreed to be constructed shall be constructed and finished in accordance with this agreement.

11. Her Majesty the Queen will issue to every holder of a debenture issued by the company as provided by this portion of this agreement, in substitution of the company's debenture held by such holder, a debenture of the colony for a sum represented by the company's debenture, having a currency of twenty years from the 1st day of April, 1885, and bearing interest at the rate of £4 per centum per annum; and such debenture shall be payable either in London or in the colony, at the option of the holder, together with such payment (if any) as may be agreed upon between Her Majesty and the holder, as may return with the debenture the amount expressed thereby clear of expenses, or Her Majesty may, at her option, redeem the company's debentures by paying off the amount expressed thereby.

12. The company shall commence the said construction of the works mentioned in this part of this agreement, and will execute the various parts and portions of the said works before the 31st day of March, 1888, and deliver over the railway works and other works aforesaid to Her Majesty the Queen fully completed, and in default thereof will pay to Her Majesty the Queen for every week's delay after the respective times aforesaid during which any parts or portions of the said works may remain uncompleted or the said works may remain unfinished a sum of £100, and so in proportion for any less period than a week, as liquidated damages, and the amount of such liquidated damages may be deducted by Her Majesty the Queen from any moneys payable to the company under this contract.

13. The company shall in every respect execute and finish all the works hereby contracted to be finished and completed, and fulfil their part of this contract to the entire satisfaction of the Minister for Public Works, or of any person appointed by him (and hereinafter referred to as "the Government engineer"), and the company will also make any alterations or additions which may be ordered by the Government engineer; but, if such alterations or additions shall involve the company in any extra cost or expense, then such expense shall be borne by the Queen.

14. The company shall keep on the railway works some competent person to superintend the construction of the said works (and hereinafter referred to as "the company's engineer"), and all

notices and orders for the company may be given to the company's engineer, or to any person who, from time to time, may appear to be the company's engineer; and if either the company's engineer or any of the workmen employed by the company shall be considered by the Government engineer incompetent, or shall misbehave himself, he shall be discharged, and may be excluded from the railway works.

15. The Government engineer may reject any materials which he considers unfit to be used or of a quality inferior to that mentioned in any specification, and may require any work to be undone and redone which has been done imperfectly.

16. All materials, rolling-stock, plant, machinery, engines, carriages, rails, tools, implements, fittings, fixtures, and all other goods and chattels of the company brought upon the railway works or the works contiguous thereto, and intended for the said railway, shall immediately thereupon become the property of Her Majesty the Queen.

17. The company shall be responsible for and make good all loss, injury, or damage to the land purchased or acquired for the construction of the said railway works, or to the owners or occupiers of any adjoining land or buildings, done by the company, its workmen or contractors, or which they might have prevented, until the completion of the works, and shall deliver up the said works in complete order and condition within the time aforesaid.

18. The Government engineer shall be the sole judge upon all matters relating to the construction, incidence, and consequences of any plans, elevations, sections, and specifications, and his certificates in writing shall, so far as they respectively extend, be binding and conclusive on the parties hereto, but he may from time to time, by any subsequent certificate, modify any preceding certificate.

19. Notwithstanding any such certificate, if any defect shall be afterwards discovered, or if anything afterwards shall be found to have been done not according to the specifications or contract, no further payment (if any shall be due) shall be made to the company until after two calendar months after such defective work shall have been replaced by new work as good as it ought to have been originally, and, if any defect shall be discovered within three months after the completion of the said works, the same shall be made as good as it ought to have been originally either by the company or other persons at the option of Her Majesty the Queen, and the costs thereof shall be paid by and recoverable from the company as liquidated damages.

20. If the company shall go into liquidation, whether voluntary or otherwise, or neglect, or fail, or become unable to proceed with the works as directed by the Government engineer, Her Majesty the Queen may, after a certificate from the Government engineer to that effect, get the works executed by such other persons as Her Majesty the Queen shall think fit, and the company and its assignees shall thereupon forfeit all claim to further payment under this contract, and the company or its assignees shall not be entitled to remove any plant, scaffolding, or tackle from the railway works until the same shall cease to be required by Her Majesty in the construction of the said works.

21. The Government engineer shall not give any certificate in respect of any work not done in all respects to his entire satisfaction, nor while the company fails to comply with any of his directions, or makes any delay in his opinion needless in proceeding with the works.

22. Her Majesty the Queen shall not be bound to make any payment to the company except upon the certificate of the Government engineer that the money is due and payable to the company.

23. Until this contract be performed, the Government engineer shall have the custody of all plans, elevations, sections, specifications, and schedule of prices, and of this present contract, on behalf of all parties concerned, and, when the contract shall have been performed, shall deliver the same to the Minister for Public Works.

24. All costs, damages, and expenses of and incident to the complete fulfilment of this contract on the part of the company shall be paid and borne by Her Majesty the Queen exclusively, it being the intention of the parties hereto that the company shall be reimbursed for all outlay in undertaking and completing the said railway from Putaruru to Rotorua.

25. These presents, or any article, matter, or thing herein contained, shall not be deemed to be binding on Her Majesty the Queen unless and until the same shall have received the sanction of the General Assembly of New Zealand during its next ensuing session.

26. Whenever any power, authority, or privilege is given by this agreement to Her Majesty, the same may be exercised or enforced by the Minister for Public Works for the time being, or by any Minister for the time being, acting for or on behalf of the Minister for Public Works.

27. If, during the continuance of this agreement, or at any time afterwards, any difference shall arise between Her Majesty the Queen and the company, or between Her Majesty the Queen and the assignees of the company, in regard to the construction of any of the articles herein contained, or to any act or thing to be made or done in pursuance hereof, or to any other matter or thing relating to this agreement, such difference shall be forthwith referred to arbitration in manner following, that is to say, each of the parties in difference shall appoint an arbitrator, and the two arbitrators so appointed shall, within fourteen days after the appointment of such one of them as shall be last appointed, appoint an umpire; but, if either of the parties in difference shall refuse or neglect to appoint an arbitrator for the space of fourteen days after being requested to do so by the other party, or shall appoint an arbitrator who shall refuse or neglect to act as such arbitrator, then the arbitrator chosen by the party making such request shall appoint an arbitrator on behalf of the party who is the arbitrator named by whom, shall refuse or neglect as aforesaid; and the award of the said two arbitrators or of their umpire, as the case may be, shall be final and conclusive between the parties, and the submission or reference to such arbitration may, on the application of either of the parties, be made a rule of the Supreme Court.

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

The common seal of the Thames Valley and Rotorua Railway Company (Limited) was hereto affixed at a duly-constituted meeting of directors of the said company, held at the office of the company this 19th day of May, 1885, in the presence of—

(L.S.)

J. LOGAN CAMPBELL,
WILLIAM C. DALDY,
PATRICK COMISKEY.

Witness: JOHN BATGER, Secretary of the Thames Valley and Rotorua Railway Company (Limited).

EDWARD RICHARDSON,
Minister for Public Works.

Witness: THOMAS MACKAY, West Coast Commissioner, Wellington.

FIRST SCHEDULE.

	£	s.	d.
Amount determined on as purchase-money ...	113,160	6	3
Directors' fees ...	800	0	0
For land payments ...	1,191	0	0
Extra plant imported since 3rd January last ...	308	14	6
Property-tax ...	74	7	2
Total ...	£115,534	7	11

The common seal of the Thames Valley and Rotorua Railway Company (Limited) was hereto affixed at a duly-constituted meeting of directors of the said company, held at the office of the company this 19th day of May, 1885, in the presence of—

(L.S.)

J. LOGAN CAMPBELL,
WILLIAM C. DALDY,
PATRICK COMISKEY.

EDWARD RICHARDSON,
Minister for Public Works.

SECOND SCHEDULE.

SCHEDULE OF LAND REQUIRED FOR LINE, STATIONS, AND BALLAST.

OWNERSHIP.	Position.		Acreage.			Particulars of Claim.	Value to be offered by Company.	Agreement to cede. Acres.
	From	To	Line.	Station.	Total.			
Messrs. Morrin and Studholme ...	M. C.	M. C.	Acres.	Acres.	Acres.	..	..	7.37
Native owners, Te-Ari-o-te-Waikato } Block (1)	0 12	6 11	50.86	29.14	80.00	£1,464	£340	..
Wm. James Taylor, Esq. ...	6 11	6 33	2.50	..	2.50	..	..	..
Messrs. Gould Brothers (2) ..	6 33	7 39	9.30	..	9.30	£200	Settled, £200	..
Messrs. Rich and Williams..	7 39	8 72	12.00	..	12.00	..	..	..
J. McGlashan, Esq. ...	8 73	10 28	14.00	..	14.00	Unknown	£100	..
Messrs. Burnett Brothers (3) ..	10 28	11 36	8.85	6.75	15.60	£255	Settled, £255	..
Messrs. Rich and Williams..	11 37	12 40	9.78	2.22	12.00	..	..	12.00
Native owners, subdivision of Mata-mata Block (4)	12 40	14 0	14.50	15.50	30.00	Unknown	£200	..
J. C. Firth, Esq. ...	14 0	23 20	23.20	81.80	105.00	..	..	105.00
J. L. Wilson, Esq. ...	23 20	24 74	15.10	9.90	25.00	..	..	25.00
Chas. Ring, Esq. ...	24 74	25 43	4.90	..	4.90	Unknown	£50	..
Auckland Agricultural Company, Limited	25 43	35 84	35.48	9.52	45.00	..	..	..
Messrs. Morrin and Stone ..	29 9	30 42	12.00	..	12.00	..	..	..
Auckland Agricultural Company, Limited (5)	30 42	33 47	28.18	18.82	47.00	£23 10s.	Agreed, £23 10s.	..
Thames Valley Land Company, Limited	33 48	41 60	73.30	31.70	105.00	..	..	105.00
Totals ..	..	41 60	314.85	211.82	526.67	£1,915	£1,191	280.87

(1) Leased to W. Taylor, Esq. (2) Free from fencing for ten years. (3) Land transfer title. (4) 15.5 acres also for ballast-pit. (5) Includes ten acres for ballast and water rights.

The common seal of the Thames Valley and Rotorua Railway Company (Limited) was hereto affixed at a duly-constituted meeting of directors of the said company, held at the office of the company this 19th day of May, 1885, in the presence of—

(L.S.)

J. LOGAN CAMPBELL,
WILLIAM C. DALDY,
PATRICK COMISKEY.

EDWARD RICHARDSON,
Minister for Public Works.

THIRD SCHEDULE.

ESTIMATE OF WORKS REQUIRED TO COMPLETE FIRST SECTION OF LINE FOR TRAFFIC.

	£	s.	d.
Formation of bridges and culverts, and fencing	4,000	0	0
Platelaying contract	16,023	0	0
Land carriage of material to Morrinsville	3,500	0	0
Indent for covered goods wagon (not yet received)	1,000	0	0
Erection of rolling-stock (includes timber, &c.)	4,100	0	0
Station-buildings and water-supply	8,000	0	0
Station equipments	1,000	0	0
Engineer's commission on foregoing, 5 per cent.	1,880	0	0
Advertising	100	0	0
General expenses of management	600	0	0
Expenses of land survey	650	0	0
Total	£40,853	0	0

The common seal of the Thames Valley and Rotorua Railway Company (Limited) was hereto affixed at a duly-constituted meeting of directors of the said company, held at the office of the company this 19th day of May, 1885, in the presence of—

(L.S.)

J. LOGAN CAMPBELL,
WILLIAM C. DALDY,
PATRICK COMISKEY.

EDWARD RICHARDSON,
Minister for Public Works.