

bodying or ratifying all the conditions contained in this provisional agreement, and will execute such conveyances or assurances as may be necessary to convey to Her Majesty all the lands, properties, matters, and things herein agreed to be conveyed. Such conveyances and assurances shall be made at the expense of the company, and to the satisfaction of the Minister in all things, but the contract will be prepared by and at the expense of the Government.

17. That such of the muniments of title, if any, 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.

18. That the company shall and will, as soon as these presents have been executed, procure and forward to the Minister all the information and documents respecting the Waimea Plains Railway which were asked for in a letter from the Minister to the company, dated the 14th November, 1884.

19. 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 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.

FIRST SCHEDULE.

STATEMENT of the Situation, Sections, Number, and approximate Area of each of the Parcels of Land taken and acquired for the Waimea Plains Railway, and which the Waimea Plains Railway Company shall and will convey to the Queen.

No. of Section and District.	Area occupied by Railway.	From whom acquired.
Part Section 76, Block XVI., Gore ..	A. R. P. 0 2 37.9	Joseph Clark.
" 77, " XVI., " ..	0 3 0.6	D. A. Cameron.
" 83, " XVI., " ..	0 3 24.8	Thomas Green.
" 84, " XVI., " ..	0 3 0.7	
" 306, Hokonui ..	7 1 2.6	New Zealand Agricultural Company.
" 283, " ..	2 0 1	Edward Brennan.
" 285, " ..	1 3 32.5	
" 306, " ..	18 3 9.8	New Zealand Agricultural Company.
" 306, " ..	10 0 28	
" 289, " ..	1 1 0	David Stewart.
" 288, 306, " ..	7 3 7	New Zealand Agricultural Company.
" 138, " ..	9 2 33.8	
" 56, " ..	15 2 28	" "
" 56, " ..	7 3 16.2	" "
" 125, " ..	3 2 4.4	" "
" 55, " ..	7 0 35.8	" "
" 139, " ..	17 2 3.3	" "
" 247, " ..	0 0 36	" "
" 247, " ..	3 1 16	" "
" 247, " ..	5 2 10	" "
" 247, " ..	2 2 36	" "
" 264, " ..	7 2 33	" "
" 183, " ..	6 0 27.8	" "
" 183, 119, " ..	8 1 14	" "
" 119, " ..	1 2 34.7	" "
" 119, " ..	2 1 26.8	" "
" 507, " ..	7 3 17.9	" "
" 508, " ..	8 2 13.8	" "
" 509, 199, " ..	16 1 7	" "
" 149, " ..	4 1 33.8	" "
" 129, " ..	5 3 39.8	" "
" 535, " ..	5 2 15.2	" "
" 120, " ..	20 2 2	" "
" 120, " ..	5 1 21.9	" "
" 198, " ..	8 1 39.8	" "
" 45, " ..	2 0 4.9	" "
" 534, " ..	8 0 19.7	" "
" 195, " ..	8 0 3.9	" "
" 533, " ..	9 1 32.3	" "
" 348, " ..	4 0 33.3	" "
" 351, " ..	26 0 1	" "
" 338, " ..	0 2 31.7	" "
" 338, " ..	4 0 33	" "
" 339, " ..	7 3 28.5	New Zealand Agricultural Company.
" 370, " ..	1 1 22.4	" "
" 367, " ..	18 3 34	" "
" 368, " ..	3 2 5.7	" "
" 368, " ..	3 2 12.6	" "
" 321, " ..	6 2 28.5	" "
" 18, Block IX., Lumsden ..	0 1 0	D. Ross.
" 1, " X., " ..	0 0 19	R. Watson.
" 3, " X., " ..	0 0 14	"

All in the Provincial District of Otago; as the same are more particularly delineated on plan marked P.W.D. 14062, and deposited in the office of the Minister for Public Works, Wellington.