

umpire shall make his award or determination in writing within one calendar month next after the original or extended time appointed for making the award of the said arbitrators shall have expired, or on or before any later day to which the umpire shall, by any writing signed by him, enlarge the time for making his award. And also that no action or legal proceedings shall be commenced or prosecuted by either of the said parties hereto against the other of them touching any of the said matters in difference unless the party to be made defendant to such action or proceedings shall have refused or neglected to refer such matters to arbitration pursuant to the provisions hereinbefore contained, or unless the time limited for making such award as aforesaid shall have expired without any such award being made. And also that all necessary witnesses on behalf of either of the parties to such reference, and all persons claiming through them respectively, shall submit to be examined by the said arbitrators, arbitrator, or umpire upon oath or affirmation in relation to the matters in dispute, and shall produce before the arbitrators, arbitrator, or umpire all books, deeds, maps, papers, accounts, writings, and documents within the possession or power of the said respective parties which may be required or called for, and do all other things which, during the proceedings on the said reference, the said arbitrators, arbitrator, or umpire may require, and that the witnesses on the reference shall, if the arbitrators, arbitrator, or umpire shall think fit, be examined on oath or affirmation. And that the costs of the reference and award shall be in the discretion of the arbitrators, arbitrator, or umpire, who may direct to and by whom and in what manner the same or any part thereof shall be paid. And that the submission to reference, and any award made in pursuance thereof, may, at the instance of either of the parties to the reference, and without any notice to the other of them, be made a rule or order of the Supreme Court of New Zealand. Provided that, if, by the terms of any award made under any such reference as aforesaid, any money shall in any manner be payable by the Queen or the Government to the Company, no attachment or execution, or process in the nature thereof, shall be issued by or on behalf of the Company upon any rule or order of the Supreme Court as aforesaid, unless and until the Governor shall, on behalf of the Queen, at as early a date as practicable, have taken all such steps as may be necessary to have such money specially appropriated by the General Assembly to satisfy the said award, and the payment of such money shall have been refused by the General Assembly. Provided also that nothing herein contained, excepting the provision of clause 11, shall be deemed to control or interfere with any provision for arbitration contained in the said Act or the principal Act therein mentioned.

And, lastly, it is declared and agreed that these presents and everything herein contained shall be read and construed subject to the provisions of the said Act and the principal Act, except where the same are expressly authorised to be modified and are modified pursuant to any Act amending the said Acts or either of them.

And also that, wherever in these presents it is provided that any appointment, instrument, or notice, or any other act or thing, power or authority whatsoever, may be made, executed, given, done, performed, or exercised by the Queen, or by or on behalf of the Queen, then, unless special provision to the contrary is made herein, it shall be sufficient if such appointment, instrument, or notice, or other act or thing, power or authority is made, executed, given, done, performed, or exercised by the Governor on behalf of the Queen, or by such person or persons as he may from time to time appoint for all or any of the purposes herein mentioned.

17. The company shall always be represented in New Zealand by a person or persons duly appointed under Part V. of "The Companies Act, 1882," empowered to sue and be sued on behalf of the Company in the Courts of the colony, and to execute deeds and instruments, and generally to act for and on behalf of the Company within the colony, and it shall not be competent for the Company to sue the Queen or any person on her behalf in any Court elsewhere than in the Courts of the colony, nor shall any arbitration proceedings be commenced, carried on, or concluded elsewhere than in the said colony. If at any time the Company shall not be so represented they shall not, so long as not so represented, be entitled to any rights, powers, or privileges conferred by this or any other Act or contract relating to the said railway, and may be compelled on application to the Supreme Court of New Zealand to appoint forthwith such a representative person or persons as aforesaid. But nothing herein contained shall be deemed to take away or affect any right of appeal now allowed by law.

18. The Queen may from time to time, with the consent of the Company, sell or otherwise dispose of any lands within the authorised area not previously selected by the Company, and being available for selection under section 2 hereof, upon such terms as may be agreed on by the Queen and the Company; and the Company shall be entitled, if they think fit, to take the net proceeds of any such sale, and in such case the Company shall be deemed to have selected the land so sold or disposed of, except that they shall not be entitled to interfere with the persons to whom the same shall have been sold or disposed of. Nor shall the Queen be prevented from giving to such persons all such options, discretions, and indulgences as she may be legally able to extend to other persons who have obtained land from the Crown in like manner.

19. No land which shall be granted to the Company or set apart under clause 14 hereof shall be sold at a less price than shall be shown on the certified valuation thereof, except with the consent of the Queen.

In witness whereof these presents have been signed by
 , the Governor of the Colony of New Zealand, and the seal of the colony hath been hereunto affixed, and the common seal of the company hath been hereunto affixed, the day and year first within mentioned.