

CONTRACT MADE BETWEEN THE GOVERNMENT AND THE WELLINGTON-MANAWATU RAILWAY COMPANY.

THIS Deed made the twentieth day of March, 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 Wellington and Manawatu 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 the City of Wellington to such point or points, place or places, on the northern side of the Manawatu River as the colonial 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 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 railway 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 eighty-four and a quarter miles or thereabouts, and the said line is intended to connect near the City of Wellington with the Wellington and Masterton Railway, and on the northern side of the Manawatu River with the Foxton and New Plymouth Railway, being severally lines of railway heretofore constructed by the Government of New Zealand: And whereas the Government of New Zealand some time since began the construction of a railway along that part of the said line shown in red upon the said map which lies between the said City of Wellington and Johnsonville, near the said city, from a point in or near the said city, marked (a) on the said map, to a point at or near Johnsonville, marked (b) on the said map; but no part of the works so commenced has yet been completed: And whereas the Government are in possession of the plant and materials mentioned in the First Schedule hereunder written, parts of which have been used in the construction of the unfinished works aforesaid, and parts of which were intended to have been used in the further construction of the said railway: And whereas in the construction of the said railway there will be a large quantity of material from cuttings and otherwise to be taken to spoil, and it is intended that the same shall be used in reclaiming from the sea land now covered with water within the Harbour of Wellington, the limits of which are shown on the map marked B hereunto annexed: 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"), and especially of section fifteen of the said Act, 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 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 the city aforesaid and some point on the northern side of the Manawatu River, to be approved of by an engineer appointed for that purpose by the Governor (hereinafter throughout these presents referred to as "the Engineer"), where the said line of railway will connect with the Foxton and New Plymouth Railway; 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.