

than sixty thousand pounds; and of another portion of the said railway to commence at some point to be agreed upon on the present Government line from Nelson to Belgrove and extend towards Reefton, at a cost also of not less than sixty thousand pounds, in addition to the contract already entered into for the portion of the said railway from Brunnerton to a point on the Tere-makau River.

and from Belgrove towards Reefton.

Such contract or contracts shall be entered into as soon as the necessary surveys can be made and tenders obtained, and shall each contain a provision, which shall be of the essence thereof, for the continuous prosecution of the same until the due completion thereof.

Contracts to be entered into as soon as necessary surveys can be made and tenders obtained.

8. The power conferred by the 48th section of the principal Act shall be deemed to extend to and include all works of every kind executed by or on behalf of the Company from time to time under these presents, and all plant, rolling-stock, materials, and things which are or may be used or are intended to be used from time to time in or upon the said works; and, if at any time the Governor shall be advised that some addition, alteration, or repair is necessary or requisite to or upon the said railway, or all or any of the works aforesaid, or to the rolling-stock, plant, and materials used or intended to be used thereon, then, for the purpose of more effectually carrying out this contract, he may, on behalf of the Queen, direct the Engineer to take such steps as may be necessary to have such addition or alteration made or repair effected, and, upon delivery to the Company, at its office, of a notice in writing from the Engineer specifying the nature and extent of the addition, alteration, or repair required, or the class and character of the rolling-stock, plant, or material to be supplied, the Company shall, at its cost, cause the same to be made, executed, or supplied within the period specified in such notice, as the case may require.

Powers under section 48 of principal Act to extend to all works executed by Company.

Power to Governor to require alteration or addition.

9. The Company shall not at any time assign, charge, or dispose of this contract, or any benefit or advantage thereof or thereunder either at law or in equity, without the written consent of the Governor on behalf of the Queen first had and obtained; but this clause shall not be deemed to affect or interfere with or in anywise abridge the powers of borrowing given by the said Act: Provided that the Governor may at any time appoint any person in the colony or elsewhere for the purpose of consenting to any such assignment, and no such consent shall be arbitrarily withheld either by the Governor or by any person so appointed as aforesaid.

Company not to assign contract without written consent of Governor.

10. Upon the construction of the said railway, and upon its being opened for traffic, the Company shall from time to time and at all times use, work, and manage the said railway to the best advantage in all respects, and shall on every week-day cause at least one train for the conveyance of passengers and goods to be despatched each way along and upon the whole extent of the said railway, the time of arrival and departure of each such train at the several termini to be approved by the Governor from time to time under the powers hereinafter contained: Provided that the obligation to run such daily trains shall not be compulsory if at any time any part of the said line is unsafe or dangerous to traffic, and the Company is taking all necessary steps to promptly render the same safe and fit for traffic.

Company to run daily train on railway when open for traffic, except in case of accident.

The provisions of this clause shall extend and apply to any section of the said railway completed and fit for traffic, save in so far as the same are modified by these presents.

Clause to extend to sections of railway fit for traffic.

AND THIS DEED FURTHER WITNESSETH that, subject to the provisions of the said Act, and in consideration of the premises, the Queen doth hereby covenant with the Company in manner following, that is to say,—

11. So soon as the said railway or any section thereof is surveyed and marked out on the ground by the Company the Queen will, with all convenient speed after being requested in writing by the Company under the hand of its manager or agent for the time being so to do, and at the Company's expense, put the Company in possession of all lands then in the possession and at the disposal of the Queen for the purposes of the construction of the said railway of the width and extent necessary for such construction, and of any land adjacent thereto, which may be available and in such possession or at such disposal as

Queen to put Company in possession of lands required for railway or accommodation-works.