

mining Company (Limited) should be allowed to receive from the public certain rates and charges therein specified, as in the said articles of agreement more fully appears: And whereas the said The Hokonui Coal-mining Company (Limited) made default in repairing the said Forest Hill Tramway in terms of the covenant in that behalf in the said articles of agreement: And whereas the Commissioners, by letter dated the seventh day of August, one thousand eight hundred and ninety, intimated to the Honourable the Minister for Public Works the desirability of having a new agreement extending the time for repairing and working the said Forest Hill Tramway for seven years from the fifteenth day of August, one thousand eight hundred and ninety: And whereas the said articles of agreement terminated on the fifteenth day of August, one thousand eight hundred and ninety, in accordance with the provisions in that behalf therein contained: And whereas the Honourable the Minister for Public Works duly presented the correspondence relating to the said articles of agreement to the Honourable the Speaker and the members of the House of Representatives of the said colony on the twenty-first day of August, one thousand eight hundred and ninety (a copy of which correspondence is hereto annexed, and marked "A"): And whereas the said Joseph George Ward recently agreed with the Commissioners to enter into the respective covenants hereinafter contained, and on the part of the Contractor to be observed and performed, to repair the said Forest Hill Tramway in accordance with the specification set forth in the First Schedule hereto, and to work the said tramway and carry on the goods traffic thereon, and to keep the said tramway and the appurtenances thereto in good order and repair, as hereinafter provided, in consideration of the Commissioners entering into the covenant hereinafter contained that he shall be allowed to receive from the public and retain for his own use the rates and charges set out in the Second Schedule hereto, subject to the provisions hereinafter contained: And whereas it has since been agreed between the said Joseph George Ward and the Contractor that the Contractor shall be substituted in this contract for and in the place of the said Joseph George Ward for the observance by the Contractor of all the said covenants and conditions on the part of the Contractor hereinafter contained, and for the receiving by the Contractor of all the benefit of the said covenants on the part of the Commissioners hereinafter contained: And whereas the said Commissioners have agreed with the said Joseph George Ward and the Contractor to accept the Contractor in the room and stead of, and as the substitute for, the said Joseph George Ward in this contract accordingly:

Now, this deed witnesseth that, in pursuance of the said agreement, and in consideration of the said covenants hereinafter contained on the part of the Commissioners, the Contractor hereby covenants with the Commissioners,—

I. That the Contractor will, on or before the twenty-fourth day of March, one thousand eight hundred and ninety-one, repair and put into good and efficient working-order, and render fit for the safe conduct of traffic by horse-power thereon, the said Forest Hill Tramway, together with all the rolling-stock and the appurtenances thereto belonging, with proper and sufficient rails, sleepers, ballast, earthworks, and other works and appliances, to the satisfaction of such person as the Commissioners shall appoint to inspect the same, in accordance with the said specification set forth in the First Schedule hereto, and will supply all the labour, sleepers, rails, fastenings, ballast, materials, means, matters, and things necessary for so repairing the said tramway, as mentioned in the said specification.

II. And, for the consideration aforesaid, the Contractor doth hereby further covenant with the Commissioners that the Contractor will, for the period of seven years from the fifteenth day of August, one thousand eight hundred and ninety, for and on behalf of the Commissioners, work the said tramway by horse-power, and carry on goods-traffic thereon, subject to and in accordance with the terms and conditions in that behalf hereinafter set forth, at or for the considerations mentioned in the scale of rates and charges specified in the said Second Schedule hereto; and will pay annually to the Commissioners, on the fifteenth day of August in each year, the sum of thirty-five pounds by way of profits due to the Commissioners for working the said Forest Hill Tramway, and will at all times during the said period observe and perform the following conditions and provisions, that is to say:—

(1.) The Contractor will receive and take all goods for transmission on the said Forest Hill Tramway from the consignors at any convenient point thereon, or out of the trucks at the railway-station at Winton, and will load same on the trucks on, and convey such goods along, the said tramway, and unload and deliver such goods at any convenient point on such tramway, or into the trucks at the railway-station at Winton aforesaid, or otherwise as the consignors of such goods may direct, and to such consignees as such goods may be addressed to, and will keep all such goods in safe and proper custody until delivery, and will provide all labour, horse-power, and necessary appliances and means for such receipt, loading, conveyance, unloading, delivery, and safe custody of such goods.

(2.) The Contractor will be held responsible for making the entire tramway in every respect suitable for the purposes of carrying out this contract.

(3.) The Contractor will, as from the fifteenth day of August, one thousand eight hundred and ninety, be deemed to be in charge of the said tramway on behalf of the Commissioners for the purposes of fulfilling this contract, and it will, as from that date and until the expiration or cancellation of the same, be held responsible for the safe and proper custody of all Government premises and property of every kind comprising and situated on and about the said tramway, and for all rolling-stock or other property handed to the Contractor during the currency of this contract, and the Contractor will be held responsible for handing the same over to the Commissioners in good order and condition upon the expiration of the contract.

(4.) The Contractor shall attend to and comply with the directions of any consignor with regard to the performance of any of the services for conveyance of goods herein specified, and the acknowledgement of the Contractor of receipt of goods duly consigned shall be held to imply an undertaking on the part of the Contractor to duly fulfil all the necessary services for conveying and despatching such goods to their proper destination upon the tramway in good order on behalf of the Commissioners.