

Enclosure in No. 28.

THIS DEED made the day of one thousand eight hundred and ninety-three, between HER MAJESTY THE QUEEN (who, with her heirs and successors, is and are hereinafter referred to as "the Queen"), of the one part, and "THE NEW ZEALAND MIDLAND RAILWAY COMPANY (LIMITED)," a joint-stock company carrying on business in the City of Christchurch, in New Zealand, and elsewhere, and having its head office at No. 61, Gracechurch Street, in the City of London, in England (which, with its successors and assigns, is hereinafter referred to as "the Company"), of the other part.

WHEREAS, by a deed bearing date the seventeenth day of January, one thousand eight hundred and eighty-five, and made between the Queen, of the one part, and William Crystal, John Tucker Ford, George Hart, John Thomas Matson, Thomas Shailer Weston, John Honeycombe Cock, Charles Yates Fell, Henry Douglas Jackson, Albert Pitt, and James Sclanders, all therein respectively described and thereafter collectively referred to as "the contractors," of the other part, the Queen and the contractors did mutually contract and agree for the construction, maintenance, and working of a line of railway to connect the east and west coasts of the Middle Island, from Springfield, in the Provincial District of Canterbury, to Brunnerton, in the Provincial District of Westland, so as to connect at Springfield aforesaid with the New Zealand Government railway already constructed and having its terminus there, and at or near Brunnerton with the Government railway already constructed, and connecting Brunnerton aforesaid with the Town of Greymouth; and also a further line of railway from Brunnerton aforesaid to or near Belgrove, in the Provincial District of Nelson, so as to connect there with the New Zealand Government railway already constructed and leading thence to the City of Nelson, and connecting the same with the first before-mentioned line of railway, which two several lines of railway are thereafter referred to as "the said railway," with all necessary buildings, railway works, and other appliances requisite for the same, and for working the said railway upon the terms and conditions and with and subject to the covenants, agreements, provisoes, or restrictions in the said deed now in recital contained;

And whereas by a deed of assignment bearing date the thirtieth day of April, one thousand eight hundred and eighty-six, and indorsed upon the hereinbefore in part recited deed of the seventeenth day of January, one thousand eight hundred and eighty-five, the contractors did thereby, with the consent of the Governor of New Zealand, testified as therein appearing, assign unto the Company all that the original contract and the full benefit and advantage to arise therefrom upon the terms and with and subject to the covenants, provisoes, and conditions therein contained:

And whereas by a deed bearing date the third day of August, one thousand eight hundred and eighty-eight, and made between the Queen of the one part, and the Company of the other part, a new contract was entered into in substitution for the recited deed of the seventeenth day of January, one thousand eight hundred and eighty-five, which said deed of the third day of August, one thousand eight hundred and eighty-eight, is hereinafter referred to as "the original contract."

NOW THIS DEED WITNESSETH that in pursuance of the premises and in consideration of the covenants hereinafter on the part of the Queen and of the Company respectively contained, the Queen doth hereby covenant with the Company, and the Company doth hereby covenant with the Queen in manner following, that is to say,—

1. In construing these presents, if not inconsistent with the context,—

"Lands" mean Crown lands selected or to be selected by the Company, and granted by the Crown to it in accordance with the original contract or under these presents:

"Month" means a calendar month:

"Original contract" means the hereinbefore in part recited deed of the third day of August, one thousand one hundred and eighty-eight:

"The Engineer" means an engineer or engineers to be appointed from time to time by the Governor for any of the purposes of these presents:

"The Governor" has the like meaning as is attached thereto by "The Interpretation Act, 1878."

"The main line" means the line of railway from Springfield to Brunnerton, and from Brunnerton to Reefton, mentioned in these presents, constructed, and to be constructed, maintained, and worked in accordance therewith, with all necessary buildings, works, and appliances requisite for working the same:

"The Belgrove line" means the line of railway constructed, and being and to be constructed, from the Government railway at or near Belgrove, in the Provincial District of Nelson, towards the Motueka Valley:

"The Buller line" means the line of railway connecting the Belgrove line with the main line at Reefton:

"To work" or "working" the said railway or any section thereof, or "worked," means running trains drawn by locomotive engines thereon for the carriage or conveyance for hire of passengers, animals, or goods, and generally in all respects carrying on, upon, and about the said railway the business of railway carriers in all its branches, so that the said railway shall be open for public traffic, and includes the supply and maintenance of all necessary rolling-stock and equipment for the purposes of such traffic, and the services of all requisite officers, servants, or agents that may be necessary for carrying on the traffic on the said railway, or any section thereof, as the case may be:

And whenever any officer of the Queen is referred to by the title of his office, it shall be understood to refer to the person for the time being holding such office.

2. The Company shall and will with all convenient speed and within the term of five years computed from the day of , one thousand eight hundred and , or within such further time after the expiration of that period as may be allowed in that behalf