

"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 under these presents, at its own cost and expense in all things, construct and completely finish the main line so as to connect Springfield, in the Provincial District of Canterbury, with Brunner-ton, in the Provincial District of Westland, and thence to Reefton, in the Provincial District of Nelson, and shall also, within two years from the said                      day of                      , one thousand eight hundred and ninety-                      , construct the Belgrove line.

And the Company shall construct the said railway along the line shown in red upon the map marked                      hereunto annexed (the same, with certain amendments in the delimitation of the sections shown thereon, being similar to the map marked "A1" annexed to the original contract) or as near thereto as practicable, such railway to be constructed, and, when completed, to be maintained and worked in all respects under and subject to the terms and conditions of these presents.

3. The said railways, and all other works in connection therewith which are provided for in this contract, shall be constructed, maintained, and worked under the provisions of these presents, and 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, or such modifications thereof as the Engineer shall from time to time approve; and that the specifications shall accord as nearly as may be to the standard of specifications of the Government of New Zealand for the time being used in respect of railways of a similar character having single lines of permanent-way, or as may be necessary for any particular work included in this contract; and such construction and maintenance shall in all things be to the reasonable 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.

Except as provided by the next succeeding clause hereof the grades on the said railways shall not be steeper than one in forty on the straight, with a sufficient flattening on curves to give equivalent haulage power, and no curve shall be of a less radius than five chains.

4. The Company shall not, without the consent of the Governor first had and obtained, deviate from the line of railway as surveyed, excepting always and it is hereby agreed that the Company may construct the Incline line shown upon the plans deposited with the New Zealand Government marked                      .

5. All rolling stock and plant to be from time to time used or employed upon the said railway or in connection therewith shall be of at least equal character and strength in all respects to the rolling-stock and plant in general use upon railways constructed by the Government of New Zealand, and so as to be sufficient both in quality and quantity for effectually carrying on the traffic on the said railway as may from time to time be requisite or necessary.

6. The Company shall not 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 of the Company and it is further agreed that in the exercise of such powers the Company may charge all or a part or parts only of their property: 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.

7. 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 despatched each way along and upon the whole extent of the said railway: 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.

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.

8. 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