

moneys due to such Vendor. All payments shall be made without any deduction for commission or otherwise, and shall not (unless the Company is legally compelled to do so) be paid by or through the Public Trustee. All expenses incurred by the Company in connection with such payments shall be defrayed by the Company.

23. The Vendors shall pay all rates and taxes from time to time accruing, due to, or leviable by the Government or by any local bodies in respect of the said blocks of land and upon the timber thereon until felled.

24. The Company shall from time to time, upon the request of any of the Vendors, surrender, freed from all rights and interests of the Company, all or any of such parts of the said blocks of land belonging to the Vendor or Vendors making the request from which the timber has been cut and removed, provided the same shall not be land actually occupied by ways, buildings, erections, or plant, or otherwise required for the purpose of carrying on the Company's operations.

25. The Company shall, if it legally may, upon the construction of the railway in accordance with the provisions of paragraph 17 hereof, carry goods (other than timber and green and dressed flax) and passengers thereon, and shall not charge for the carriage of goods and passengers on the said railway higher rates than shall for the time being be charged on the New Zealand Government railways, provided that it shall not be compelled to work the said railway unless there is a payable traffic thereon.

26. The Company shall fence the railway-line whenever required for the protection of Native gardens and cultivations, and shall, if it elects or desires to fence the said railway or any part thereof, or is compelled to do so by the Government or by any local authority, or for any other reason, make no claim against the Vendors for contribution in respect of such fencing.

27. If and when the Company shall erect sawmills on the said blocks of land, and can conveniently do so, the Vendors shall be entitled to purchase sawn timber delivered at the mills at rates not exceeding for totara and matai eight shillings, and for rimu and other timbers six shillings per one hundred superficial feet, provided such timber shall not be purchased for sale, but for the erection of buildings to be occupied personally by the Vendors.

28. The Company will allow such of the Vendors as may for the time being be occupying or living on the said blocks of land to cut and use for their own purposes only, and not for sale, such of the said trees as they may reasonably require from time to time for building or fencing on any part of the said blocks of land, or other like purpose on the said lands, or for use as fuel on the said lands; but they shall not take any of the trees that may have been cut down, prepared, cut, or marked for removal by or on behalf of the Company, and for the purposes of fuel only waste timber shall be used; and in exercising the powers hereby reserved the Vendors shall in no way interfere with, hinder, or obstruct the work of the Company.

29. All costs incurred by the Company for preparation of this agreement and of any other documents ancillary thereto, including all fees for Native interpreters and attesting witnesses for interpreting and witnessing the execution of the said agreement and documents, shall be paid by the Company.

30. If any of the vegetation or timber on the said lands shall be burned, either designedly or by accident, it shall be lawful for the Vendors, at their own cost, to sow the same with grass-seed, even though no surrender shall have been made as provided in paragraph 24 hereof.

31. The granting of the rights hereby conferred upon the Company shall not interfere with, limit, or curtail the rights of the Vendors in residing upon, cultivating, hunting, snaring birds, fishing, and shooting on the said blocks of land, or running pigs, horses, cattle, sheep, and other stock thereupon: Provided that in exercising such rights the Vendors shall not interfere with the Company's operations upon the said land.

32. The Company shall not, unless legally compelled so to do, appoint the Public Trustee, his agent, or attorney in any matters connected with the said railway or any other of the transactions or undertakings herein mentioned or described.

33. The Company shall, as far as practicable, employ the Vendors, or as many of them as they conveniently can (either alone or in conjunction with such other workmen, either European or Native, as the Company may think fit to employ), in connection with their operations upon the said blocks of land; provided they shall personally apply to the Company or its agent for such employment, and provided they are capable of doing such work satisfactorily and are willing to do the same for wages which the Company is prepared to pay to others for the same work, and shall do such in a satisfactory manner: Provided that if any Vendor shall refuse any such employment when offered, or neglect to do the work for which he shall have been employed, or fail to do it satisfactorily, such Vendor shall not thereafter have any right to further employment by the Company.

34. The Company shall keep proper books of account and plans showing the area of timberland cut, the date when each acre of the same has been cut, and the royalties paid in respect thereof; and the Vendors shall be entitled at all reasonable times to have access thereto and to make copies thereof.

35. All timber fit for sawmilling purposes on any lands transferred, in pursuance of the provisions contained in paragraph 19 hereof, shall be paid for at the rates mentioned in paragraph 14 hereof.

36. The Company hereby expressly disclaims any intention of acquiring any estate or interest in the said blocks of land or any part thereof, and it is hereby expressly agreed and declared by and between the Company and the Vendors that if any provision or portion of any provision hereof shall be void, on the ground that if valid the Company would under it acquire an estate or interest in the said blocks of land or any part thereof, or on any other ground, the fact of the same being void shall not affect the validity of any other provision or portion of a provision