

APPENDIX E.  
Railways.

of before they shall sail from Europe by such officer or officers as may be from time to time appointed by the Governor for the purpose, such proportion as the Governor shall from time to time direct to consist of married men and women with families, such immigrants shall be landed in not less than the following proportions:—During the first year, 500; during the second year, 750; during the third year, 1,000; during the fourth year, 1,000; during the fifth year, 1,000; during the sixth year, 1,000; during the seventh year, 1,250; during the eighth year, 1,250; during the ninth year, 1,250; and during the tenth year, 1,000. The Governor will pay the Contractors for each immigrant so landed, and whether or not employed upon any of the said railways, the sum of £1 in the month of December in each year until the expiration of ten years from the time when each such immigrant shall have landed in New Zealand, so that there shall be ten of such yearly payments in respect of each such immigrant, unless such immigrant shall have sooner died or ceased to reside in New Zealand. The Contractors shall, if required, furnish the Governor with such evidence that such immigrant is alive and resident in New Zealand, as he may reasonably require.

43. In order to encourage settlement on and improvement of the lands to be granted to the Contractors as aforesaid, under this arrangement the Governor will guarantee the payment of mortgage bonds issued in respect of any such lands, with interest at a rate not exceeding five per cent. per annum, for a period not exceeding ten years, to an amount not exceeding one-half of the amount of money expended, to the satisfaction of the Governor or his officers appointed for that purpose, upon the lands referred to in the bonds respectively in the making of such improvements therein or thereupon as may be approved by the Governor or such officers; but the total amount of such mortgage bonds shall not exceed in the aggregate the sum of £500,000 sterling. The Governor to stand in the place of, and have all the remedies of the mortgagee in respect of moneys which he may pay under the obligation of this guarantee.

44. The Governor may retain or deduct out of any moneys in his hands belonging to the Contractors, or out of any moneys payable by the Governor to the Contractors, all sum and sums of money payable to the Governor by the Contractors under or by virtue of these presents.

45. All payments under these presents shall, except where it is otherwise expressed, be made in New Zealand.

46. Wherever in these presents, the Governor, Colonial Treasurer, or Minister, or any other person holding an official situation is referred to, the Governor, Colonial Treasurer, Minister, or person holding such situation for the time being, shall be understood; and whenever by these presents the Governor, Colonial Treasurer, or Minister is authorized or empowered to exercise any power, or do any act whatsoever, the Governor, Colonial Treasurer, or Minister as the case may be, may from time to time authorize any other person or persons to exercise such power, or to do such act, and any power or act exercised or done by such person or persons within the scope of such authority, shall have the same effect as if exercised or done by the person by whom they shall have been so authorized, and these presents shall be read as referring to such person or persons.

47. Any notice, request, declaration or direction to be given or made by the Governor, Colonial Treasurer, Minister or any person acting on behalf or by the direction of them, may be given to the reputed Agent of the Contractors for the time being in New Zealand, by delivering the same to him, or leaving the same at his last known place of residence there, or if there be no such Agent, may be given or made by publishing the same in the *New Zealand Gazette*, and any notice, request, declaration or direction so given or made or published respectively shall have the same effect to all intents and for all purposes as if it had been given or made to the Contractors personally on the day when the same was so given or made or published respectively.

48. In case the Governor or the Minister, as the case may be, and the Contractors shall not agree as to the probable prime cost of making the railways respectively, or as to any schedule of prices, or as to the time or times within which the railways or any of them, or any part thereof are to be made, or as to the amount to be added to or deducted from "the agreed cost" in respect of any such deviation, diminution, addition or substitution hereinbefore mentioned, or as to the price to be paid for the purchase of the right and interest of the Contractors in the said railways respectively, or the plant belonging to the same, or in case any dispute or difference whatsoever shall arise between the Governor, or Minister, or Colonial Treasurer, or the Engineer in England, referred to in clause 16 of these presents, and the Contractors in the carrying out of these presents, and whether it shall or shall not have been expressly hereinbefore provided, that in case the parties shall not agree the matter shall be determined by arbitration; every such matter as to which they shall not agree, dispute, or difference, shall be settled by arbitration to be conducted in New Zealand, except as regards the said clause No. 16; as to which, any arbitration shall be conducted in England, and for the purposes of this portion of these presents any matter of disagreement, dispute, or difference between the Minister, or Colonial Treasurer, or the said Engineer in England, and the Contractors, shall be deemed a matter of disagreement, dispute, or difference between the Governor and the Contractors; and unless the Governor and the Contractors shall unite in the appointment of a single arbitrator, the Governor and the Contractors shall each appoint an arbitrator, and if either party shall for thirty days after receiving a request from the other party to appoint an arbitrator, fail so to do or to give notice of the appointment to the party from whom he received such request, then the arbitrator appointed by the party who shall have made such request may proceed to hear and determine the matter, dispute, or difference; and in such cases the award or determination of such single arbitrator shall be final. If each party shall appoint an arbitrator, such two arbitrators shall appoint a third arbitrator; but if they shall be unable to agree upon the choice of a third arbitrator, then the third arbitrator shall be appointed by such one of the Governors of any of the Colonies of Australia or of the Colony of Tasmania, as the Governor of New Zealand shall request to appoint an arbitrator. The award or determination of such three arbitrators or of any two of them shall be final and conclusive. If, before the matter, dispute, or difference shall be determined, any arbitrator shall die or become incapable or refuse or neglect to act, the party by whom such arbitrator was appointed shall appoint some other person in his stead; and if he shall for thirty days after receiving a request from the other