

4. No sale of land shall be held until after thirty days' public notice of the time and place thereof shall be given in at least one Wellington and one Palmerston North newspaper.

5. Sales of land may either be by auction or by applications receivable on a given day. In the event of more than one application for the same section of land on the same day between the hours of ten a.m. and four o'clock p.m., the land applied for shall be put up to public auction, and the bidding at such auction shall be limited to the applicants.

6. Agricultural land to be surveyed in sections not exceeding three hundred and twenty acres each, with a practicable line of road marked off on the ground to each section. Bush to be felled on road-lines one chain wide, and cleared sixteen feet in the centre, before the land is offered for sale.

7. Pastoral land—that is, the higher slopes on the hills—to be surveyed generally so far as the natural features will permit, in sections at least twice the depth to the breadth, the depth running back with the slope of the hills.

Sand-hills to be deemed pastoral land, and may be surveyed in such areas as the Company may deem best.

8. The Makurerua Swamp to be drained by one or more main outfall drains before being offered for sale. Plan of drainage works to be submitted for approval of Governor within one year of the swamp being granted to the Company. Governor to fix the time required to execute the works, on completion of which the land to be sold in such areas as may be approved by Governor.

9. Sites for towns and villages to be selected by the Company along that part of the railway-line between Longburn and Waikanae at intervals not exceeding ten miles, water and other circumstances being favourable.

10. Governor to have the right of selecting free of cost, in each town and village, whether on land acquired by the Company as public grant or by purchase from the Natives, an area not exceeding three acres for post and telegraph offices, courthouse, police-station, and other public buildings; also an area not exceeding five acres for a school site.

At cross roads or other suitable places in rural districts Governor to have the right of selecting, free of cost, five acres for a school site at distances four or five miles apart.

11. The surveys of lands to be conducted on the New Zealand system of surveys, so that the plans, traverse reductions, and field books may be conformable with the public survey records of the colony from which the descriptions of title are taken.

12. All record surveys and classification of agricultural and pastoral land to be subject to the approval of the Surveyor-General, or officer nominated by him.

To ALL to whom these presents shall come: Her Majesty the Queen and the Wellington and Manawatu Railway Company (Limited), respectively, send greeting:

WHEREAS the boundaries of those parts of the land, included in the Second Schedule to the within-written deed, which are therein described as Manawatu-Kukutauaki Numbers 2A, 2B, 2C, 2D, 2E, 2F, 3, 7A, and 4D, and Ngakaroro numbered 2A and 2E, although shown by and included within a definite red border on the map marked C annexed to the within-written contract, are in fact liable to modification in consequence of and in order to give effect to contracts, promises, or engagements entered into by or on behalf of Her Majesty the Queen, or by persons purporting to act on her behalf prior to the making of the within-written contract, or else because the said lands have not yet been and may not be acquired by Her said Majesty, or because, in order to acquire the same or adjoining lands or any part thereof, it may have been found desirable or expedient to make or enter into promises, contracts, or engagements to restore to the Native owners, or some of them, the whole or portions of the said lands, and by reason of the matters herein recited the area of land available for selection under the provisions of section 10 of the within-written contract may be reduced: And whereas before the execution of the within-written contract it was agreed between Her Majesty the Queen and the Company that this present memorandum should be indorsed thereon and executed by the parties thereto: Now know ye that it is hereby agreed between Her Majesty the Queen and the Company that, notwithstanding that those parts of the lands included in the said Second Schedule, which are therein described as aforesaid, have been shown by and included within a definite red border on the map marked C, annexed to the within-written contract, the actual boundaries of the same, which are to be withdrawn from sale and set apart to be granted to the Company as provided by clause 10 of the within contract, shall be altered in accordance with, and so as to give effect to, any contract, promise, or engagement entered into by or on behalf of Her Majesty, or by persons purporting to act on her behalf, relating to the said lands or any part of the same prior to the execution of the within-written contract, or else because the said lands have not yet been acquired by Her said Majesty, or because, in order to acquire the same or adjoining lands or any part thereof, it may have been found desirable or expedient to make and enter into promises, contracts, or engagements to restore to the Native owners, or some of them, the whole or portions of the said lands; and such altered boundaries shall to all intents and purposes after such alteration be deemed to be the actual boundaries of the said land for the purposes of Section No. 10 of the within-written contract, and the right of selection given by the within-written contract shall from henceforth apply and be deemed to extend only to the lands comprised within such altered boundaries, anything in the within-written contract to the contrary notwithstanding.

In witness whereof the parties hereto have respectively executed these presents this fifteenth day of April, one thousand eight hundred and eighty-two.

The seal of the Company was hereunto affixed this fifteenth day of April, one thousand eight hundred and eighty-two, at a meeting of Directors, and by order of the Directors.

JAS. WALLACE,
Secretary of the Company.

W. H. LEVIN,
G. V. SHANNON,
Directors.

(L.S.) Seal of the Wellington and Manawatu
Railway Company (Limited).

FOURTH SCHEDULE.

SCALE OF FARES AND CHARGES.—Vide *New Zealand Gazette* No. 87, October 24, 1881, pp. 1339-1374.