

said map marked B, hereunto annexed, which is approximately shown within a red border on the said map.

12. **Pending** such grant as last aforesaid, and so long as the Company shall in all respects perform the conditions and stipulations on their part contained in these presents, the Company shall be entitled to use and occupy for the purposes of the Company any part of the land comprised within the red border on the said map marked B, hereunto annexed, which shall for the time being have been reclaimed.

13. **Provide** always that the powers of reclaiming the said land shall only be exercised after the Company shall have obtained legislative sanction for the same from the General Assembly of New Zealand, and that nothing herein contained shall give the Company any claim for compensation, or impose any liability whatsoever upon the Queen or the Government of the Colony in the event of such Legislative sanction being refused.

And whereas there not being sufficient land adjoining the proposed line of railway available for allocation under the provisions of the said Act, it is intended that the land set apart for selection as hereinafter mentioned shall be deemed to be so set apart under the provisions of Section 101 of the said Act.

Now it is hereby further agreed between the Queen and the Company.

14. **That** so soon as conveniently may be after the execution of the Contract, all the lands of the Crown within the area shewn by a red border and color on the map, hereunto annexed, and marked A, including those parts of the land comprised within the village of Atuaroa, which have not been sold or set apart by way of Public Reserve, shall be withdrawn from sale and set apart, to be dealt with in manner provided by Parts I. and V. of the said Act, and otherwise as hereinafter mentioned, and that the selection of such land, for the purposes of the said Act, and of this Contract shall after the construction of the said Railway, or of any completed section or sections of the same, be conducted and carried out as follows, that is to say—

- (a.) For the purposes of such selection, the estimated cost of constructing the said line of Railway shall be the sum of £5,000 per mile, throughout its whole length, estimated at 47 miles.
- (b.) For the purposes of such selection the several parts of the land set apart as aforesaid, shall respectively be deemed to be of a value per acre, to be ascertained as soon as conveniently may be after the execution of this Contract, in the manner prescribed in section 102 of the said Act, such total value to be thirty pounds per centum of the total estimated cost of the said line of railway, and a schedule of such values certified by the Surveyor General of New Zealand, shall be conclusive evidence of such values
- (c.) For the purposes of such selection as aforesaid, the said line of railway shall be deemed to be divided into the several sections numbered 1 to 5 shewn in figures colored red, and in circles upon the map marked A, hereunto annexed, and when and so soon as the Minister for Public Works, for the time being shall be satisfied that the said line of railway or any section thereof which can be usefully worked for public traffic has been completed, and is fit for such traffic in accordance with the said Act, the Company shall be at liberty to select and shall receive a grant for so much of the said land as looking to the valuation thereof to be made as aforesaid they may be entitled to in respect of the number of miles of the said railway comprised in such completed section, and if there shall be any difference or dispute as to the area the Company shall be entitled to select, the decision of the Governor shall be binding and conclusive on the Company, and every such selection shall be subject to the approval of the Governor.

15. **Every grant** made to the Company of land selected under the provisions of this contract shall be subject to the provisions of "The Railway Construction and Land Act, 1881," respecting the terms and conditions upon which grants of Crown lands may be made to a Company thereunder.

16. **In** dealing by way of sale or otherwise with any land which shall become vested in the Company pursuant to any such selection as aforesaid, the Company shall conform to the rules and regulations set forth in the First Schedule hereto, and any such dealing not in conformity therewith, shall be null and void.

And whereas, the Crown lands within the red border on the map hereunto annexed, and marked A, may be insufficient in value to provide the amount of endowment in land to be granted to the Company under the powers contained in Part V. of the said Act.

Now it is hereby further agreed between the Queen and the Company.

17. **That** if within the period of five years, computed from the date of these presents, Her Majesty the Queen shall acquire lands within the area shewn by a red border upon the map hereunto annexed, and marked A, and such lands, or a proportionate part of the same, shall, in the opinion of the Governor, be available for the purpose, the same or a proportionate part of the same, as the case may be, shall forthwith after such acquisition, be withdrawn from sale, and set apart to be granted to the Company under the powers and to be dealt with in manner respectively provided by Parts I. and V. of the said Act, and shall be, and be deemed to be subject to selection, and dealing by the Company, in like manner as hereinbefore pro-